



Lewisville City Council

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A G E N D A

LEWISVILLE CITY COUNCIL MEETING JULY 6, 2015

**LEWISVILLE CITY HALL
151 WEST CHURCH STREET
LEWISVILLE, TEXAS 75057**

**WORKSHOP SESSION - 5:45 P.M.
REGULAR SESSION - 7:00 P.M.**

Call to Order and Announce a Quorum is Present.

WORKSHOP SESSION - 5:45 P.M.

- A. Discussion of Rope Lighting (Requested by Mayor Pro Tem Ferguson)
- B. Discussion of Regular Agenda Items and Consent Agenda Items

REGULAR SESSION - 7:00 P.M.

- A. **INVOCATION:** Councilman Daniels
- B. **PLEDGE TO THE AMERICAN AND TEXAS FLAGS:**
Mayor Pro Tem Ferguson
- C. **VISITORS/CITIZENS FORUM:** At this time, any person with business before the Council not scheduled on the agenda may speak to the Council. No formal action can be taken on these items at this meeting.
- D. **CONSENT AGENDA:** All of the following items on the Consent Agenda are considered to be self-explanatory by the Council and will be enacted with one motion. There will be no separate discussion of these items unless a Council Member or citizen so request. For a citizen to request removal of an item, a speaker card must be filled out and submitted to the City Secretary.

**AGENDA
LEWISVILLE CITY COUNCIL
JULY 6, 2015**

1. APPROVAL OF MINUTES:

- a. **City Council Minutes of the June 15, 2015, Workshop Session and Regular Session; and**
- b. **City Council Minutes of the June 22, 2015, Called Special Regular Session.**

- 2. Approval of a Professional Services Agreement with Huitt-Zollars, Inc., in the Amount of \$654,500 for Design and Construction Phase Services Relating to the Northwest Old Town Neighborhood Improvement Project; Approval of a Total Project Design Budget of \$687,225 which Includes \$32,725 for Contingencies; and Authorization for the City Manager to Execute the Agreement.**

ADMINISTRATIVE COMMENTS:

The project consists of replacing the existing asphalt streets with concrete street sections, replacing existing sanitary sewers & water lines, making storm sewer improvements and adding sidewalks where existing right-of-way allows in North West Old Town. The engineer's construction cost estimate for the Northwest Old Town project is \$5,524,287. Staff has negotiated a Professional Services Agreement with Huitt-Zollars, Inc. in the amount of \$654,500 to include preliminary schematics, resident meetings, design and construction services, surveying, subsurface utility exploration, and geotechnical investigation. A total project budget amount of \$687,225 is requested, which includes \$32,725 (5%) for contingencies. Funding is available in Capital Improvement Projects.

RECOMMENDATION:

That the City Council approve the agreement as set forth in the caption above.

- 3. Approval of a Local Project Advance Funding Agreement with the Texas Department of Transportation Related to Construction and Funding of City of Lewisville Utility Relocations Required for the FM 544 Reconstruction Project; and Authorization for the City Manager to Execute the Agreement.**

**AGENDA
LEWISVILLE CITY COUNCIL
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ADMINISTRATIVE COMMENTS:

TXDOT has let a contract for reconstruction and widening of FM 544 from FM 2281 (Old Denton Road) eastward to the Plano city limits. TXDOT will reimburse the City for the design, new easements, and construction costs associated with adjustment of City utility lines that are located outside of the original TXDOT right-of-way. Relocation costs associated with City utilities located within the original State right-of-way will not be reimbursed. A Local Project Advance Funding Agreement (LPAFA) between Lewisville and TXDOT must be executed prior to requesting reimbursement. The agreement defines state and local responsibilities with regard to relocation and funding of said utility lines.

RECOMMENDATION:

That the City Council approve the agreement as set forth in the caption above.

- 4. Approval of an Economic Development Agreement Between the City of Lewisville and Mattito's Restaurant; and Authorization for the City Manager to Execute the Agreement.**

ADMINISTRATIVE COMMENTS:

Mattito's Restaurant is renovating and re-occupying a 7,594 SF space at 1640 S. Stemmons Freeway. The Company is renovating an existing building with a projected investment of \$2.2 million. The proposed agreement provides for a 5 year incentive for a grant equal to 100% tax rebate on the 1% collected sales tax for the first year, 75% in second year, and 50% in the three subsequent years.

RECOMMENDATION:

That the City Council approve the agreement as set forth in the caption above.

- 5. Approval of an Interlocal Agreement Among the Cities of Lewisville, Denton, and the County of Denton to Jointly Submit a Grant Application to the U.S. Department of Justice Under the Edward Byrne Memorial Justice Assistance Grant Program; and Authorization for the City Manager or her Designee to Execute the Agreement.**

**AGENDA
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ADMINISTRATIVE COMMENTS:

The City of Lewisville is eligible to receive a grant award under the Justice Assistance Grant (JAG) program; however, the City is required to make a joint application with the County (the grant administrator) to receive part of the \$43,753 allocated for the region. Prior to submitting a joint application, a memorandum of understanding must be completed and signed by the participating agencies. The JAG program supports a broad range of police activities. Council must understand that if they vote to approve the Interlocal Agreement they are ratifying the entire term of the MOU (October 1, 2014 – September 30, 2018). The JAG program does not require a City match. The Lewisville Police Department proposes to use its share of \$14,502.50 for the purchase of crime scene barrier systems and leadership training for supervisors. Funding will be included in the FY 15-16 operating budget.

RECOMMENDATION:

That the City Council approve the agreement as set forth in the caption above.

6. Approval of Appointment of Lee McClinton to Place No. 3 of the Lewisville Industrial Development Corporation.

ADMINISTRATIVE COMMENTS:

At the June 15, 2015 City Council meeting, City Council was able to make appointments to all expiring places with the exception of Place No. 3 of the Lewisville Industrial Development Corporation. Since that time, Mayor Durham and Councilman Vaughn have contacted Lee McClinton who is willing to serve in this position. Ms. McClinton also serves on the Lewisville Housing Finance Corporation (as do all the other members of the Lewisville Industrial Development Corporation).

RECOMMENDATION:

That the City Council appoint Lee McClinton to Place No. 3 of the Lewisville Industrial Development Corporation.

**AGENDA
LEWISVILLE CITY COUNCIL
JULY 6, 2015**

- 7. Approval of a Resolution Setting Two Public Hearings Under Section 43.063 of the Texas Local Government Code for the Annexation of 0.418 Acres Adjacent to the City of Lewisville, Texas, Generally Located East of Standridge Drive, North of Hebron Parkway, West of Swan Forest Drive and South of Sir Tristram Lane and More Particularly Described in Exhibit “D” Attached Hereto; Authorizing the Issuance of Notice by City Staff Regarding the Two Public Hearings; and Directing City Staff to Prepare a Service Plan.**

ADMINISTRATIVE COMMENTS:

On June 30, 2015, CH PH 9, LLC, the owner of approximately 0.418 acres within the extraterritorial jurisdiction of the City, as described in Exhibit D to the proposed resolution (the “Property”), filed with the City Secretary a petition requesting the Property be annexed by the City. The City is authorized by law to annex the Property but must hold two public hearings regarding annexation prior thereto and must direct staff to prepare a service plan for the Property. Notice for these public hearings must be published in a newspaper of general circulation in the City and the area proposed for annexation on or after the 20th day but before the 10th day before the date of the hearings. Notice must also be posted on the City’s Internet website on or after the 20th day but before the 10th day before the date of the hearings and must remain posted until the date of the hearing. Staff recommends that both public hearings be held consecutively on July 20, 2015, at 7:00 p.m. during the regularly scheduled City Council meeting.

RECOMMENDATION:

That the City Council adopt the proposed resolution and authorize City staff to issue the required notices and prepare a service plan.

- 8. Approval of a Resolution Accepting a Petition for and Calling for a Public Hearing for the Addition of Approximately 33.28 Acres of Land to the Currently Existing Lewisville Castle Hills Public Improvement District No. 7 Pursuant to Chapter 372 Texas Local Government Code; and Authorizing the Mailing and Publication of Notice of the Public Hearing.**

**AGENDA
LEWISVILLE CITY COUNCIL
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ADMINISTRATIVE COMMENTS:

CH PH 9, LLC filed a petition to add approximately 33.28 acres of land to Lewisville Castle Hills PID No.7 with the City Secretary's Office on June 30, 2015. In order to expand a public improvement district, the governing body must acknowledge receipt of the petition and hold a public hearing. The requested date for the public hearing is August 17, 2015.

RECOMMENDATION:

That the City Council accept the petition and call for a public hearing as set forth in the caption above.

- E. **REPORTS:** Reports about items of community interest regarding which no action will be taken.
- F. **CLOSED SESSION:** In Accordance with Texas Government Code, Subchapter D,
1. Section 551.071 (Consultation with Attorney): Legal Issues Related to the Construction of the Old Town Park Plaza
 2. Section 551.071 (Consultation with Attorney/Pending Litigation): *City of Lewisville v. City of Farmers Branch and Camelot Landfill TX, LP*, Cause No.4:12-CV-00782, United States District Court for the Eastern District of Texas, Sherman Division; Texas Commission on Environmental Quality Modification to Municipal Solid Waste Permit No. 1312A; and Texas Commission on Environmental Quality Application to Obtain Municipal Solid Waste Permit Amendment - Permit No. 1312B
 3. Section 551.072 (Real Estate): Property Acquisition
 4. Section 551.087 (Economic Development): Deliberation Regarding Economic Development Negotiations

**AGENDA
LEWISVILLE CITY COUNCIL
JULY 6, 2015**

- G. **RECONVENE** into Regular Session and Consider Action, if Any, on Items Discussed in Closed Session.

- H. **ADJOURNMENT**

The City Council reserves the right to adjourn into closed session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Section 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.087 (Economic Development).

Consideration of LED or Other Continuous or Connected Series of Lights.



Presentation to City Council – July 2015

Examples of LED or Other Continuous or Connected Series of Lights.



Examples of LED or Other Continuous or Connected Series of Lights.



Current Ordinance

Sec. 11-8. - Electrical and other illuminated signs.

(a) Types approved. Four types of sign lighting are approved for use in the city unless otherwise provided in this chapter:

(1) Internal lighting, which means a source of illumination entirely within the sign which makes the contents of the sign visible at night by means of light being transmitted through a translucent material but wherein the source of the illumination is not visible.

(2) Internal-indirect lighting, which is a source of illumination entirely within the sign (generally a freestanding letter) which makes the sign visible at night by means of lighting the background upon which the freestanding character is mounted. The character itself shall be opaque, and thus will be silhouetted against the background. The source of illumination shall not be visible.

(3) Indirect lighting, a source of external illumination located a distance away from the sign, which lights the sign, but which is itself not visible to persons viewing the sign from any normal position of view.

(4) Neon light (electrical discharge tubing), a source of external illumination located on a noncombustible surface approved by the current city electrical code. Exposed neon lighting can only be used as lettering, or straight-line perimeter trim. The straight-line perimeter trim is limited to no more than two lights.

(b) Shielding of illumination source. The light from any light source intended to illuminate a sign shall be so shaded, shielded, or directed so that the light intensity or brightness shall not adversely affect surrounding or facing premises, nor adversely affect safe vision of pedestrians or operators of vehicles moving on public or private streets, driveways, or parking areas.

Sec. 9-3. - Lighting.

It shall be unlawful for any person to locate on his property and use any visible source of illumination which produces intense glare or direct illumination across any bounding property line. No such light shall be of such intensity as to create a nuisance or detract from the normal use and enjoyment of adjacent property. For purposes of this section, a nuisance is defined as 0.4 of one foot candle of light measured at the property line.

LED or Other Continuous or Connected Series of Lights.

SURVEY 2015

<i>Survey Cities</i>	<i>Prohibited</i>	<i>Allowed</i>	<i>Restrictions</i>
Dallas		X	Clear or White Only – Can be flashing
Carrollton	X		Horizontal Building Outline Only – No Flashing
Frisco		X	Not Addressed
Garland		X	Not Addressed
Grand Prairie		X	Not Addressed
Irving		X	Intense Glare Not Allowed as Part of a Sign
Ft. Worth		X	Intense Glare Not Allowed as Part of a Sign
Denton		X	Intense Glare Not Allowed as Part of a Sign
Arlington		X	Intense Glare Not Allowed as Part of a Sign
Coppell		X	Intense Glare Not Allowed as Part of a Sign
Grapevine		X	Intense Glare Not Allowed as Part of a Sign
McKinney		X	Intense Glare Not Allowed as Part of a Sign
Mesquite		X	Intense Glare Not Allowed as Part of a Sign
Plano		X	Intense Glare Not Allowed as Part of a Sign
Richardson		X	Intense Glare Not Allowed as Part of a Sign

LED or Other Continuous or Connected Series of Lights.

- ARTICLE XIII. PROHIBITED SIGNS
- Sec. 11-14. Prohibited signs.
- (2) *Flashing, etc. signs.*
- a. A flashing, scrolling, or animated sign or sign with intermittent or varying intensity of illumination or color, whether deliberate or as a consequence of a defect in the sign or the illumination source, except for a sign indicating the time, date, and temperature (which shall be considered part of either a free standing, wall, or low profile/monument type of sign).
- b. A sign, display, or device that changes its message or copy by programmable electronic or mechanical processes, an electronic image on a digital display and a changeable electronic variable message sign are prohibited pursuant to this subsection if said sign, display or device is illuminated by flashing, intermittent or moving lights or contains or displays animated, moving video or scrolling messages.
- c. *Exception. Variable message electronic reader boards signs are allowed when permitted and installed in accordance with this [chapter].*

LED or Other Continuous or Connected Series of Lights. – CURRENT INVENTORY

Address	Tenant
156 W Main St	Main Street Mercantile
724 W Main St Ste 358	Metro PCS
1081 W Main St Ste 1144	Metro PCS
1168 W Main St Ste	Nail 4 U
1288 W Main St Ste 109	Income Tax
101 Lake Park Rd 101 D	Tax Service
101 Lake Park Rd 101 C	Barber
380 Lake Park Rd	Old House BBQ
1301 FM 407	Shoe Repair
982 Garden Rodge Ste 200	Donuts
1010 Edmonds Ste 101	Adriana's
1010 Edmonds Ste 104	David's Fade Shop
1003 Fox Ave Ste 160	Cindy's
701 S Stemmons Frwy Ste 206	Coin Laundry
701 S Stemmons Frwy Ste 210	Aries Beautishop
229 Huffines Ste 200 B	Amigos Mini Bazaar
101 Holfords Prairie Ste 104	Los Alisos
1165 S Stemmons Frwy Ste 134	Valley Beauty Supply
101 E Southwest Pkwy Ste 200	Zebra's House of Glass
300 E Corporate Ste B	Valero
290 E Corporate Ste 110	Liquor City
101 Corporate Ste 110	Corporate Village
2302 S Hwy 121 Ste 156	Smoke and Peace
1955 S Hwy 121 Ste 300	Boost Mobile
2305 S Hwy 121 Ste 125	Donuts
2305 S Hwy 121 Ste 110	Osualdo's Meat
2305 S Hwy 121 Ste 108	Paco's Salon
729 Hebron Pkwy Ste #140	Wings and Things
729 Hebron Pkwy Ste #210	Smoke and Vapor
2325 S Stemmons Frwy Ste #303	Liberty Tax
413 E FM 3040 Ste #103	Glass Smoke Shop

LED or Other Continuous or Connected Series of Lights.

OPTION #1 – City of Carrollton Language

- Article XIII – Section 11-14 – Prohibited Signs

ADD

(12) *LED or other continuous or connected series of lights.* It is prohibited to use said lights to:

- a. Outline individual windows.
- b. Outline an individual occupancy in a multi-tenant building.
- c. Outline any accessory structures, signs, light poles or other appurtenances on site.
- d. Outline any vertical features of the building separate from the roof line; except that said lights may be utilized to outline only the roof line of any building.

Retroactive with 90 Days to Compliance

LED or Other Continuous or Connected Series
of Lights.

OPTION #2

Allow the Continued Use

OPTION #3

Prohibit LED or Other Connected or Continuous
Lighting Altogether

OPTION #4

Make Adjustments to Option #1 by Allowing
String Lighting to Outside Seating Areas and
Other Uses - Retroactive 90 Days

Lighting Standards, Light Pollution and Green Construction Codes

- The International Dark-Sky Association (IDA)
- Light pollution is the result of outdoor lighting that is not properly shielded, allowing light to be directed into the eyes and the night sky.
- Lighting can also cause light trespass when it is directed into areas that it is not wanted, *e.g.*, a neighbor's yard and window
- The hypothesis is that humans have evolved over millennia exposed to roughly equal periods of light and dark. The disruption of this circadian rhythm can cause hormone imbalance in all living organisms.
- In the last century, artificial lighting has reduced the regular period of darkness and may negatively impact health.
- Dripping Springs, Texas and Big Bend National Forest (IDA Members)

Lighting Standards, Light Pollution and Green Construction Codes

- **Light pollution** is a broad term that refers to multiple problems, all of which are caused by inefficient, unappealing, or (arguably) unnecessary use of artificial light. Specific categories of light pollution include light trespass, over-illumination, glare, light clutter, and sky glow. A single offending light source often falls into more than one of these categories.
- Over-illumination is the excessive use of light. Specifically within the United States, over-illumination is responsible for approximately two million barrels of oil (Equivalent) per day in energy wasted.
- Even among developed countries there are large differences in patterns of light use. American cities emit 3–5 times more light to space per capita compared to German cities.

International Green Construction Code

Energy Conservation

- Requires Exterior Lighting Shut Off not less than 30% two hours after facility Operations Conclude
- Requires Exterior Building Facades, Signage and Landscape Features to shut off from Midnight to 6 a.m.
- Requires Interior Lighting to be reduced by 45% during periods when Occupants are not present.

National Green Building Standard

- Provides Point Values for Certification based on same Criteria

Leadership in Energy & Environmental Design (LEED)

- Provides Point Values for Certification based on same Criteria

LED or Other Continuous or Connected Series
of Lights.

Questions?

MEMORANDUM

TO: Donna Barron, City Manager

FROM: David Salmon, P.E., City Engineer

VIA: Eric Ferris, Assistant City Manager

DATE: June 17, 2015

SUBJECT: **Approval of a Professional Services Agreement with Huitt-Zollars, Inc., in the Amount of \$654,500 for Design and Construction Phase Services Relating to the Northwest Old Town Neighborhood Improvement Project; Approval of a Total Project Design Budget of \$687,225 which Includes \$32,725 for Contingencies; and Authorization for the City Manager to Execute the Agreement.**

BACKGROUND

The Northwest Old Town project consists of replacing asphalt streets with concrete street sections, sanitary sewers & water mains, drainage improvements and sidewalks where right of way allows within the neighborhood. The project consists of reconstruction of eight streets in Northwest Old Town including Walters, Herod and Richland Streets, Edna, Lynn, Degan and Hatcher Avenues, and Temple Drive. This project consists of replacing the existing asphalt pavement with concrete pavement including curbs. Streets will be widened to the extent possible based on existing right of way widths adding sidewalk (also where possible), sanitary sewer, water line and storm sewer improvements. All improvements will be constructed within the existing ROW, therefore the engineer will prepare a schematic design of proposed street sections to present to the neighborhood residents depicting what can be accomplished for each street, such as sidewalk, widening the pavement, drainage swales or storm sewer extensions all within the existing right of way. Resident input will be used to assist in the development of the final street sections. Depending on the final design and resident input, minimal right of way parcels and easements may be necessary. This project supports Big Moves No. 3 (Old Town) and No. 4 (Thriving Neighborhoods) from the Lewisville 2025 Vision Plan.

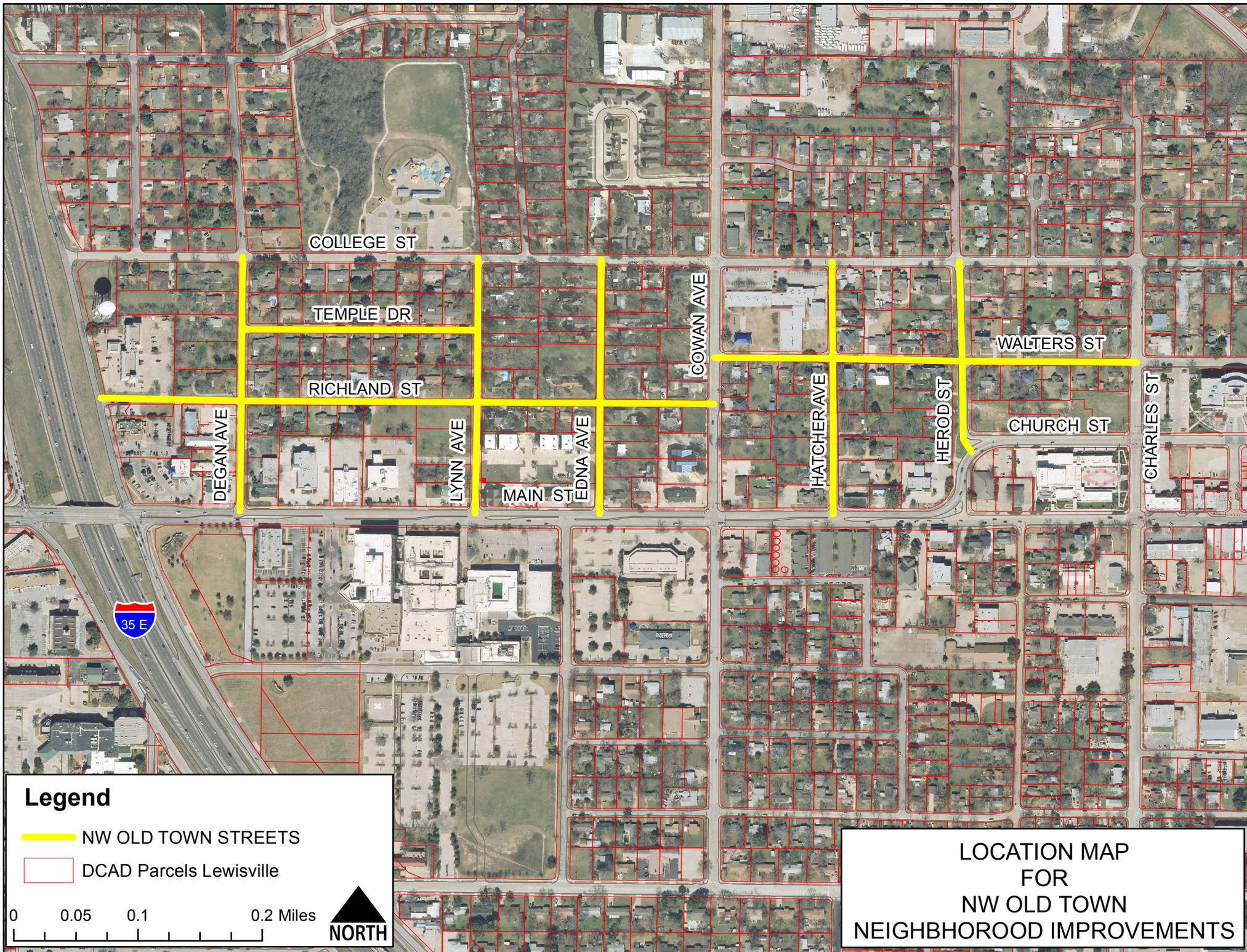
ANALYSIS

The engineer's estimated construction cost is \$5,524,287. Staff has negotiated a Professional Services Agreement with Huitt-Zollars, Inc. in the amount of \$654,500 to include preliminary schematics, neighborhood meetings, design services, surveying, easement preparation, subsurface utility exploration and geotechnical investigation. Huitt-Zollars was chosen for this project as they have designed multiple neighborhood rehabilitation projects in the DFW metroplex, including the previous design for Richard Street which was not constructed due to resident objections to dedicating additional right of way. A total amount of \$687,225 is requested, which includes \$32,725 (5%) for contingencies. Funding for professional services is available in the North West Old Town Streets project funded through the 2003 GO Bond Program. The design timeline for completion is 434 calendar days from notice to proceed and is exclusive of time for City staff reviews.

Subject: PSA with Huitt-Zollars Inc. for Northwest Old Town Neighborhood Rehabilitation
June 17, 2015
Page 2

RECOMMENDATION

It is City staff's recommendation that the City Council approve the Professional Services Agreement with Huitt-Zollars, Inc., and approve a total project design amount as set forth in the caption above; and authorize the City Manager to execute the agreement.



Legend

 NW OLD TOWN STREETS

 DCAD Parcels Lewisville

0 0.05 0.1 0.2 Miles



LOCATION MAP FOR
NW OLD TOWN
NEIGHBORHOOD IMPROVEMENTS

PROFESSIONAL SERVICES AGREEMENT
For
NORTHWEST OLD TOWN NEIGHBORHOOD IMPROVEMENTS

The City of Lewisville, Texas, hereinafter called City, hereby engages HUITT-ZOLLARS, INC., hereinafter called Consultant, to perform professional services in connection with the NORTHWEST OLD TOWN NEIGHBORHOOD IMPROVEMENTS, hereinafter called Project.

I. PROJECT. The Project is described as follows:

The project consists of the preparation of construction plans and bid documents for the reconstruction of the pavement, water, sanitary sewer, and storm sewer in eight streets in the Northwest Old Town area of Lewisville, Texas. All proposed improvements are planned to take place within the existing right-of-way. The existing street pavement will be replaced with reinforced concrete pavement, widened where possible, with mountable curb and sidewalk. The water and sanitary sewer lines and appurtenances will be upgraded and replaced as required by the City. The storm sewer system will be analyzed for the 100-yr. storm and upgraded where cost effective, along with the use of roadside swales to contain the 100-yr. runoff within the existing right-of-way. Professional services will include field survey work for design, establishment of existing right-of-way, preparation of easement exhibits if required, setting construction control, schematic design of proposed street sections; production of one set of construction plans and bidding documents for the street, water, sanitary sewer, and storm sewer improvements; public meetings; subsurface utility engineering; limited construction phase services; geotechnical investigation, cost estimating, TDLR registration and review, and coordination with the City of Lewisville and the franchised utility companies.

The project will include the following:

NW Old Town		
Street	Limits	Length (LF)
Herod Street	Church St. to College St.	800
Hatcher Street	Main St. to College St.	1,000
Walters Street	Cowen Ave. to Charles St.	1,500
Richland Street	IH-35 to Cowen Ave.	2,200
Edna Avenue	Main St. to College St.	1,000
Lynn Avenue	Main St. to College St.	1,000
Degan Avenue	Main St. to College St.	1,000
Temple Drive	Degan Ave. to Lynn Ave.	850

II. PROPOSED SERVICES

BASIC SERVICES

Preliminary Phase

- A. Kick-Off Meeting with City staff. Obtain, from the City, pertinent street, drainage and utility plans; city topographic maps; and plats and right-of-way maps within the project area. Review available information provided by the City.
- B. Site visit to identify and document physical elements that will affect the design process.
- C. Prepare a Schematic design for presentation at a public meeting. Utilizing the right-of-way and topographic information gathered by field surveying prepare a schematic design for the project. The schematic design will be used to evaluate the proposed street pavement layout within the existing right-of-way and the typical section for each street. The schematic plan view will show the existing right-of-way, roadway centerline, proposed curb lines, sidewalks and road side swales, and existing topographic features. A typical section will be prepared for each street showing the relationship of the proposed street section to the existing street section. Proposed street profile grades will not be a part of the schematic design. The schematic design will include a meeting with the City to discuss the schematic plan and typical sections and receive review comments, addressing the review comments and completing the schematic design for presentation at a public meeting.

Design Phase

- A. Utilizing the approved schematic design the consultant shall develop the preliminary 30% design and produce one set of preliminary plans. The plans will be prepared on 22" x 34" plan sheets at a Scale of 1" = 20' Horizontal and 1" = 5' Vertical (except as noted), in an electronic format compatible with the City's MicroStation CADD system, including the following:
 1. Cover Sheet
 2. Project Layout Sheet (prepared under surveying scope)
 3. Typical Paving Section and General Notes
 4. Demolition Plans (Scale: 1" = 40')
 5. Construction Sequencing & Traffic Control (Scale: 1" = 40')
 6. Paving Plans and Profiles
 7. Drainage Area Map (Scale: 1" = 100')
 8. Drainage Calculations
 9. Storm Sewer Plans and Profiles
 10. Erosion Control Plans
 11. Water and Sanitary Sewer Plans and Profiles
 12. Roadway Cross-Sections every 50 feet and at all driveways and lead sidewalks. (Scale: 1" = 5' horizontal and 1" = 5' vertical)
 13. Details

Consultant shall submit two sets of full size plans to the City with an Opinion of Probable Construction Costs and meet with the City to discuss the design and receive review comments at each milestone (30%, 60%, 90%, and 100%).

Consultant shall submit one set of the 90% design to the franchised utility companies for their review to determine the effects of the design on their facilities, and attend one City franchise utility coordination meeting with affected utilities.

- B. Prepare and submit required special technical specifications.
- C. Prepare an Opinion of Probable Construction Costs based on the final design.
- D. Attend two public meetings with City staff to present project information to the stakeholders of the project. One public meeting will be held to present the schematic design and communicate the project intent to the project stakeholders. A second public meeting will be held to present the final design to the project stakeholders. Exhibits will be prepared for each of the two meetings, reviewed with the City at a meeting, and completed for presentation at the public meetings.
- E. Submit one set of the final construction plans on 22"x34" and a CD with PDF files to the City for bidding. The City will print the bid plans and documents for distribution to bidders.

Construction Phase

- A. Attend a pre-bid conference.
- B. Answer bidder's questions and prepare necessary plan revisions for addenda issued by the City.
- C. Assist the City with a public meeting to inform the project stakeholders about the construction activities and inconveniences of the planned construction and introduce the contractor. Exhibits will be prepared for the public meeting, reviewed with the City at a meeting, and completed for presentation at the public meeting.
- D. Assist the City, as required, in conducting a pre-construction conference.
- E. Make periodic visits to the project site (as distinguished from the continuous services of a resident project representative or inspector) to observe the general progress of the work, at a minimum of once per month and submit a report with each monthly invoice.
- F. Attend monthly meetings, as required by the City, and provide technical consultation and responses to requests for information by the contractor.
- G. Review contractor submittals as required by the construction contract documents.
- H. Assist the City in preparation of field changes and/or change orders.
- I. Attend a final walk thru.
- J. Upon completion of the Work, compile and deliver to the City one reproducible mylar set and one set of computer files of the Record Documents based upon the marked-up construction drawings, addenda, change orders and other data furnished by the Contractor and City. The Record Documents will only show significant changes made during construction.

SPECIAL SERVICES

Surveying for Right-of-Way Establishment

- A. Locate existing boundary corners in the field along the street and alley right-of-ways.
- B. Perform the necessary research of City and County records. Perform office calculations and analysis to establish the existing right-of-way of the streets and alleys as required for design.
- C. Prepare a Right-of-Way Strip Map, scale of 1" = 50', for the project to be included with the construction plans for the project. This map will include subdivision names, lot dimensions, lot & block numbers, street addresses, and owner's names.

Surveying for Design

- A. Establish horizontal and vertical control based on the City's monumentation sufficient for the design of the streets.
- B. Perform field topographic surveys to compile sufficient horizontal and vertical data for design, extending up to 20 feet beyond the existing right-of-way on each side of the street to locate existing features such as trees, planters, iron pins, walls, meters, cleanouts, irrigation, etc. Cross-sections at intersecting streets, driveways, and sidewalks will be extended a sufficient length to allow for proposed grades to tie into existing grades. Prior to surveying on private property the surveyor shall obtain right of entry from the property owner or tenant.
- C. Obtain field data on existing City-owned and franchised utilities as located and, if necessary, uncovered in the field by the owner of the utility.

Easements

Preliminary inventory of the lots found that there are 129 lots along the project streets, according to the Denton Central Appraisal District. Observations in the field were made, and it was determined that approximately 50 lots have culverts and defined ditches that may require grading during construction.

Where easements are required for the project, prepare a survey sketch with metes and bounds legal description for use by the City in acquiring the easements. Based on the preliminary analysis, this proposal includes 50 easements.

Surveying for Construction

- A. Prepare a Horizontal & Vertical Control / Project Layout Plan, Scale of 1" = 50', for the project to be included with the construction plans for the project.
- B. Provide horizontal construction control by staking control points for the contractor at 300 foot intervals in areas that are accessible and will not be knocked out during construction. Provide vertical construction control by establishing temporary benchmarks, tied into the City's vertical control, to be used by the Contractor for the project. Benchmarks shall be established such that all points of construction will be within 300 feet of a benchmark. A minimum of 3 days' notice

must be given before start of control staking. *(Re-staking of horizontal and vertical control knocked out during construction will be performed by the contractor and is not included as a part of this contract. Construction staking will be performed by the Contractor and is not included as a part of this contract.)*

- C. Construction Verification Surveying – A minimum of 3 days’ notice must be given before the date that construction needs to be checked. The consultant shall verify by survey, line and grade of proposed improvements by periodic checks sufficient to assure the City that the construction is in accordance with the plans. Request for this work will be made by the City at the recommendation of the Consultant with the City’s approval.

TDLR Review

The proposed street improvements will include the addition of sidewalks and barrier free curb ramps that will be required to conform to the new “Texas Accessibility Standards” and the new “Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way”, and will require TDLR approval. The Consultant shall engage the services of a State Registered Accessibility Specialist (RAS) to register the project with the State and review and approve the construction plans. Once construction is complete, the RAS will inspect and approve the project. This task will include the preparation and submittal of the plans, registration form, state filing fee, plan review fee, inspection request form, and inspection fee.

Subsurface Utility Engineering (SUE)

The purpose of the SUE investigation will be to designate and locate existing subsurface utilities along the proposed project alignment. The sub-consultant will provide QL-D services in NW Old Town (approximately 9,350’). The sub-consultant will perform QL-A in 8 locations determined by the Consultant upon completion and delivery of the QL-D information. This task will include the following:

- A. **Quality Level D (QL-D) Record Research Services for Utility Mapping** - Collect existing utility records information (as-builts) from utility providers, municipalities, counties, and other agency suppliers within the area of investigation. These utilities could include: electrical, telephone, cable TV, fiber optic, gas, and petroleum. The location of water, wastewater, and storm water lines are excluded from the SUE QL-D services.
1. The sub-consultant will attempt to contact utility providers, counties and other agency suppliers identified through the utility easement information, Texas One-Call systems, and via vehicle reconnaissance and inventory of utility marker posts along adjacent roadways. The sole purpose of this activity is to collect existing record information of utility systems that may have an impact on this project.
 2. A 3D DGN file depicting all QL-D utilities will be prepared for this project. The utilities will be referenced by the type of utility, color coded to American Public Works Association standards, utility company or agency name, address, telephone number and contact person.
- B. **Quality Level A (QL-A) Test Hole Services** – Test Hole services are to locate the accurate horizontal and vertical position of subsurface utilities by excavating a test hole using vacuum excavation techniques and equipment that is non-destructive to utilities. In performing test-hole services, the sub-consultant will:

1. Survey all test holes.
2. Provide all equipment, personnel and supplies required to perform locating services.
3. Excavate test holes to expose the utility to be measured in such a manner that ensures the safety of the excavation and the integrity of the utility to be measured. In performing such excavations, comply with applicable utility damage prevention laws. Excavations will be performed using specially developed vacuum excavation equipment that is non-destructive to existing facilities. If contaminated soils are discovered during the excavation process, the sub-consultant will notify the Consultant.
4. Furnish and install survey markers directly above the centerline of utility structure.
5. Investigate, evaluate, measure and record:
 - a. Actual depth to top of utility referenced to a survey marker installed directly above the centerline of the exposed utility structure.
 - b. Outside diameter of utility and configuration of non-encased, multi conduit systems.
6. Backfill around the exposed facility using the excavated materials compacted in six inch lifts.
7. In grass and landscape areas, restoration shall be as reasonably possible to the condition that existed prior to excavation.
8. In pavement areas, restoration shall be with asphaltic cold mix, concrete, or other pre-approved methods as required.
9. Access to a local water source will be provided by the City at their expense.
10. All areas where test holes are required shall be accessible by standard driving with vacuum excavation vehicle plus the range of a 15-ft hose.
11. In areas inaccessible by excavation truck or other equipment, electronic depths to be provided on all designated utilities instead of test holes.
12. Traffic control, if required, will be provided by the sub-consultant.

Signed and Sealed Test Hole Reports will be provided for each test hole.

An electronic file consisting of a CAD file will be created for this project. All CAD files will be in MicroStation V8i format and utilize CAD standards when provided.

Geotechnical Investigation

The geotechnical investigation will consist of field and laboratory investigations, engineering analysis, and a report prepared by a Licensed Professional Engineer. The Consultant will hire a sub-consultant to provide these services, as detailed below:

A. Field Investigation

As requested, the field investigation will consist of eight (8) borings to depths of 20 feet below existing ground surface. Pavement cores will also be performed.

Subsurface soil samples will be secured with thin walled tube and/or split spoon samples with standard penetration tests (SPT's), depending on soil type and consistency. All samples will be properly logged, packaged, sealed, and placed in a core box for transportation to the laboratory. Groundwater measurements will be made during drilling and after completion of each boring. The borings will then be backfilled with auger cuttings and plugged with Sakrete.

The test borings are to be staked by the geotechnical firm and surveyed by the Consultant upon completion of the field investigation.

B. Assumptions and Exclusions

The geotechnical firm assumes that they will have access to the roadways during normal working hours. Traffic control will consist of signs and cones. Flagmen, arrow boards, and/or crash trucks are not anticipated, and fees for these services have not been included in the proposal.

The geotechnical firm will contact Texas 811 and the City of Lewisville for the purposes of locating underground utilities. However, the sub-consultant will not be responsible for damage to underground lines that are not properly identified prior to drilling.

Should unusual soil conditions be encountered, the geotechnical firm will provide a recommendation and cost estimate to explore these unusual conditions.

C. Laboratory Investigation

Laboratory tests will be conducted to classify the soil and to evaluate the volume change potential and strength of the soil and rock present at the site. Soil classification tests will consist of Atterberg limits (plasticity index), moisture content, and dry unit weight. The volume change potential of the soils will be evaluated by swell tests. The strength of the soil will be estimated using hand penetrometer tests and unconfined compressive strength testing.

Note: It is understood that the proposed pavement section will not include a lime or cement stabilized subgrade. Lime / PI series tests and sulfate tests will not be performed.

D. Engineering Analyses

Results of field and laboratory work will be presented in an engineering report. The report will include recommendations to guide design and construction of the proposed improvements. The geotechnical report will include the following:

1. Plan of borings, boring logs, groundwater data, and laboratory test summary.
2. Summary of site conditions and site geology.
3. Recommendation for concrete pavement section based upon design traffic data provided by the City.
4. Comments on the presence and effect of expansive soils on pavement construction will be provided. Alternative methods of reducing any anticipated shrink/swell movements associated with expansive clays and existing tree conditions will be included for the proposed widened pavement construction.
5. Recommendations for utility line construction (open cut and shoring).
6. A PDF of the report will be provided.

III. COMPENSATION.

A. **Basic Fee Services** - The basic fee for the services as described above will be **\$455,000.00** which includes printing, direct costs and computer charges normally associated with production of these services and reproduction of up to a total of fifteen (15) sets of plans for review purposes.

The basis of compensation for Basic Services shall be as follows:

Basic Services:	
Research & Data Collection	\$ 3,000.00
Schematic Design	\$ 20,000.00
30% Design	\$ 112,000.00
60% Design	\$ 112,000.00
90% Design	\$ 112,000.00
100% Design	\$ 70,000.00
Construction Administration	<u>\$ 26,000.00</u>
Basic Services Total	\$ 455,000.00

Basic Services fees will be billed lump sum monthly based on percent completion of the design tasks and may include partial payments of the total amounts designated for each of the items.

B. **Special Services** - The maximum not to exceed fee for the Special Services as described above will be **\$199,500.00**, which includes printing, direct costs and computer charges normally associated with production of these services.

The basis of compensation for Special Services shall be as follows:

Special Services:	
ROW Survey	\$ 47,000.00
Design Survey	\$ 45,000.00
Easement Maps/Legal Descriptions-50 Easements (\$1000/Easement)	\$ 50,000.00
Construction Control Survey	\$ 4,000.00
Construction Verification Surveying	\$ 23,000.00
TDLR Review	\$ 2,000.00
SUE Services	\$ 18,500.00
Geotechnical Investigation	<u>\$ 10,000.00</u>
Special Services Total	\$ 199,500.00

C. **Miscellaneous Services** - The fee for additional services not provided above will be negotiated based on the scope of work and included in a contract amendment.

The Total Maximum Fee for all services outlined above is **\$654,500.00**

Invoices shall be submitted by cover letter from the project engineer. The letter shall certify that the invoice properly represents work actually done. The City reserves the right to request additional justification prior to payment of any invoice. If satisfactory justification is not received, the City reserves the right to amend the invoice or to refuse to make payment without incurring penalty or interest. Invoices shall be based on percentage of work completed per identifiable unit of work. The City agrees to make prompt payments for all approved invoices and agrees to pay interest at the rate approved by law for approved invoices not paid within 30 days from the date of approval.

- IV. INSURANCE.** The Consultant agrees to maintain insurance throughout the term of the contract, in accordance with Attachment "A". All Certificates of Insurance shall be kept current and shall be forwarded to the Purchasing Division of the City by cover letter from the Consultant. Insurance certificate must be received and approved prior to commencement of work. The Consultant shall also review and forward certificates covering sub-consultants.
- V. REUSE OF DOCUMENTS.** All documents, including drawings and specifications prepared by the Consultant pursuant to this Agreement, are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by the City or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to the Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the City and the Consultant.
- VI. OWNERSHIP OF DOCUMENTS.** Original documents, plans, designs, reports and survey notes developed in connection with services performed hereunder belong to, and remain the property of the City, in consideration of which it is mutually agreed that the City will use them solely in connection with the Project, save with the express consent of the Consultant. The Consultant shall retain reproducible copies or electronic files of such documents for at least five (5) years and shall furnish copies to the City for reimbursable costs, if so requested.
- VII. INDEMNIFICATION.** The Consultant shall indemnify and does hereby hold harmless, the City, its agents and employees for and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the negligent performance of the services on this project performed by the Consultant, its employees, sub-contractors, agents and representatives and others from whom the Consultant is legally liable.
- VIII. TERMINATION.** This Agreement may be terminated without cause at any time prior to completion of the Consultant's services by the City, or by the Consultant with cause, upon seven days written notice to the City at the address of record. Termination shall release each party from all obligations of this Agreement, except as specified in Paragraphs V, VI and VII above. Upon notice of termination, the Consultant shall prepare and submit to City a final invoice within 15 days.
- IX. TIME OF COMPLETION.** A project schedule, shown in Attachment "B" is hereby included in this Professional Services Agreement by reference. The Consultant agrees to perform the services in accordance with the schedule, to the extent over which the Consultant has control.
- X. PROTECTION OF RESIDENT WORKERS.** Protection of Resident Workers: The City of Lewisville actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification

Form (I-9). The Consultant shall establish appropriate procedures and controls so no services under the Contract Documents will be performed by any worker who is not legally eligible to perform such services or employment. The City reserves the right to audit consultant's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services under the Contract Documents. The audit will be at the City's expense.

XI. IMMIGRATION REFORM AND CONTROL ACT

Immigration Reform and Control Act (8 U.S.C. §1324a): The City of Lewisville supports the Immigration Reform and Control Act (IRCA) which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Consultant shall submit a declaration, as shown in Attachment "C", signed under penalty of perjury of the laws of the State of Texas stating that it has not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Consultant shall ensure that its Subcontractors submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that they have not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Consultant and its Subcontractors shall at all times during the term of the contract with the City comply with the requirements of IRCA and shall notify the City within fifteen (15) working days of receiving notice of a violation of IRCA. The City may terminate a contract with the Consultant if the City determines that (a) the Consultant or its Subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years; (b) if the Consultant fails to ensure that its Subcontractors submit the aforementioned declaration; or (c) the Consultant or its Subcontractors fail to timely notify the City of an IRCA violation.

XII. ADA COMPLIANCE

All goods and services provided to the City must be compliant with the Americans with Disabilities Act ("ADA") and all regulations promulgated pursuant to the ADA. Consultant will be required to certify compliance, if applicable.

XIII. SUCCESSORS AND ASSIGNS. The City and Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to partners, successors, executors, administrators and assigns of each other in party in respect to all covenants of this Agreement. Neither the City nor the Consultant shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as giving any right or benefits hereunder to anyone other than the City and the Consultant.

XIV. DISCLOSURE: Pursuant to Chapter 176 of the Texas Local Government Code, a person, or agent of a person, who contracts or seeks to contract for the sale or purchase of property, goods, or services with the City of Lewisville must file a completed conflict of interest questionnaire which is available online at www.ethics.state.tx.us. The conflict of interest questionnaire must be filed with the City Secretary of the City of Lewisville no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of Lewisville or submits to the City of Lewisville an application, response to a request

for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Lewisville. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code. An offense under Chapter 176 is a Class C misdemeanor.

Said person should consult with legal counsel if they have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the City of Lewisville to comply with the filing requirements of Chapter 176.

XV. CLOSURE. By signature below, the parties to this Agreement hereby bind themselves to the terms stated herein, including all attachments referred to herein.

CITY OF LEWISVILLE, TEXAS

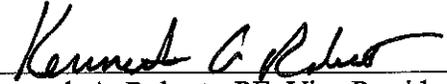
Approved by the Lewisville

City Council _____

By: _____
Donna Barron, City Manager

By: 
William E. Kallas, PE, Vice President

Attest: _____
Julie Heinze, City Secretary

Attest: 
Kenneth A. Roberts, PE, Vice President

Date: _____

Date: 6/15/2015

CITY OF LEWISVILLE
151 West Church Street
Lewisville, Texas 75057

APPROVED AS TO FORM:

Lizbeth Plaster, City Attorney

ATTACHMENT A
INSURANCE REQUIREMENTS
PROFESSIONAL SERVICES PROJECTS/CONSULTANTS

Services for non-construction projects. Consultants or other professionals including: Accountants, Attorneys, Architects, Engineers, Veterinarians, and Medical Doctors.

Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Vendor's bid.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (Ed 10 01) covering Comprehensive General Liability. "Occurrence" form only, "claim made" forms are unacceptable except for professional liability.
2. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability – as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract. Coverage not required for delivery services.
4. Professional Liability Insurer, and / or Errors and Omissions.

B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain throughout contract limits not less than:

1. Commercial General Liability: \$500,000 per occurrence for bodily injury, personal injury and property damage. \$1,000,000 Aggregate Policy will include coverage for:
 - a. Premises – Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage

NOTE: The aggregate loss limit applies to each project.

2. Workers' Compensation and Employer's Liability: Workers' Compensation Statutory limits as required by the Labor Code of the State of Texas and Employer's Liability minimum limits of \$100,000 per injury, \$300,000 per occurrence, and \$100,000 per occupational disease.
3. Automobile Liability - \$500,000 Combined Single Limit. Limits can only be reduced if approved by the Risk Manager or designee.
4. Professional Liability and /or Errors and Omissions - \$500,000 per occurrence. \$1,000,000 Aggregate.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retentions must be declared to and approved by the City.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages
 - a. The City, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "Additional Insured" as respects liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the vendor, premises owned, occupied or used by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the City.
 - b. The vendor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the vendor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, Boards and Commissions or volunteers.
 - d. The vendor's insurance shall apply separately to each insured against whose claim is made or suit is brought, except to the limits of the insured's liability.
2. Workers' Compensation and Employer's Liability Coverage
The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the City.
3. All Coverages
Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City.

4. Professional Liability and / or Errors and Omissions

"Claims made" policy is acceptable coverage which must be maintained during the course of the project and up to two (2) years after completion and acceptance of the project by the City.

E. ACCEPTABILITY OF INSURERS

The City prefers that Insurance be placed with insurers with an A.M. Best's rating of no less than **A-:VI, or, A or better** by Standard and Poors. Professional Liability carriers will need to be approved by the Risk Manager.

F. VERIFICATION OF COVERAGE

Consultant shall furnish the City with certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACCORD Form are acceptable. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

G. HOLD HARMLESS AND INDEMNIFICATION

The Consultant shall indemnify and does hereby hold harmless, the City, its agents and employees for and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the negligent performance of the services on this project performed by the Consultant, its employees, sub-consultants, agents and representatives and others from whom the Consultant is legally liable.

H. PROOF OF INSURANCE

Consultant is required to submit proof of insurance on a form acceptable to the City of Lewisville. Certificates of Insurance similar to the ACCORD form are acceptable. City will not accept Memorandums of Insurance or Binders as proof of insurance. City, at its own discretion, may require a copy of any policy presented to the City.

ATTACHMENT B

PROJECT SCHEDULE

NORTHWEST OLD TOWN NEIGHBORHOOD IMPROVEMENTS

Commencement of work – City agrees to issue written authorization to proceed after approval by Lewisville City Council. Consultant agrees to commence work in accordance with the agreement within ten working days following receipt of a written authorization.

The following items of work shall be completed within the time line indicated:

Activity	Completion Date
Research & Data Collection	4 Weeks After NTP
Surveying for R.O.W. & Design	12 Weeks After NTP
Geotechnical Investigation	12 Weeks After NTP
S.U.E.	12 Weeks After NTP
Schematic Design Submittal	16 Weeks After NTP
30% Design Submittal	8 Weeks After Approval of Schematic Design
60% Design Submittal	10 Weeks After Receipt of 30% Comments
Easement Submittal	4 Weeks After Receipt of 60% Comments
90% Design Submittal	8 Weeks After Receipt of 60% Comments
100% Design Submittal	8 Weeks After Receipt of 90% Comments
TDLR Submittal	8 Weeks After Receipt of 90% Comments
100% Complete Final Plans	4 Weeks After Receipt of Final City Comments
Receive Bids	Corresponds to City Schedule
Construction	Corresponds to Construction Contract Time
Closure/Record Drawings	Within 60 Calendar Days of Conclusion of Construction

ATTACHMENT C

IMMIGRATION REFORM AND CONTROL ACT

Name of Contractor/Consultant: Huitt-Zollars, Inc.

Date: June 15, 2015

Reference: City of Lewisville
Northwest Old Town Neighborhood Improvements

As per the requirements of the contract documents, I submit under penalty of perjury of the laws of the State of Texas, that **Huitt-Zollars, Inc.** has not been found in violation of the Immigration Reform and Control Act (IRCA) by the United States Attorney General of Secretary of Homeland Security in the preceding five (5) years. Additionally, **Huitt-Zollars, Inc.** will ensure that its sub-consultants submit a declaration signed under penalty of perjury of the laws of the State of Texas stating they have not been found in violation of IRCA by the United States Attorney General of Secretary of Homeland Security in the preceding five (5) years.

William E. Kallas, P.E., Vice President
Print Name and Title


Authorized Signature

Notary: Dallas County, Texas

By: Helene P. McWilliams

My Commission Expires: 09-15-2016



HUITT-ZOLIARS

DALLAS

2015 HOURLY RATE SHEET

Engineering/Architecture

Principal-In-Charge.	\$ 250.00
QA Manager.	\$ 235.00
Sr. Project Manager.	\$ 235.00
Project Manager.	\$ 190.00
Sr. Civil Engineer.	\$ 200.00
Sr. Structural Engineer.	\$ 200.00
Sr. Mechanical Engineer.	\$ 200.00
Sr. Electrical Engineer.	\$ 200.00
Civil Engineer.	\$ 155.00
Structural Engineer.	\$ 155.00
Mechanical Engineer.	\$ 160.00
Electrical Engineer.	\$ 160.00
Plumbing Engineer.	\$ 160.00
Engineer Intern.	\$ 110.00
Sr. Landscape Architect.	\$ 150.00
Landscape Architect.	\$ 105.00
Landscape Architect Intern.	\$ 85.00
Sr. Planner.	\$ 175.00
Planner.	\$ 155.00
Planner Intern.	\$ 110.00
Sr. Sustainability Professional.	\$ 190.00
Sustainability Professional.	\$ 140.00
Sr. Designer.	\$ 145.00
Designer.	\$ 125.00
Sr. CADD Technician.	\$ 120.00
CADD Technician.	\$ 95.00

Survey

Survey Manager.	\$ 180.00
Sr. Project Surveyor.	\$ 140.00
Project Surveyor.	\$ 135.00
Field Coordinator.	\$ 120.00
Sr. Survey Technician.	\$ 98.00
Survey Technician.	\$ 77.00

Survey Crews

1-Person Survey Crew.	\$ 90.00
2-Person Survey Crew.	\$ 135.00
3-Person Survey Crew.	\$ 160.00

Construction

Construction Manager.	\$ 185.00
Resident Engineer.	\$ 145.00
Resident Project Representative.	\$ 130.00

Administrative

Sr. Project Support.	\$ 95.00
Project Support.	\$ 75.00

Reimbursable Expenses

Consultants.	Cost + 10%
Other Direct Costs.	Cost + 10%
Mileage.	Standard Business Mileage Rate

Note: New hourly rates will become effective each February 1st to reflect cost of living salary adjustments.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/25/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McLaughlin Brunson Insurance Agency, LLP 12801 North Central Expressway Suite 1710 Dallas TX 75243	CONTACT NAME: Joe A Bryant	
	PHONE (A/C, No, Ext): (214) 503-1212	FAX (A/C, No): (214) 503-8699
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Hudson Insurance Company		25054
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
 Huitt-Zollars, Inc.
 1717 McKinney Avenue
 Suite 1400
 Dallas TX 75202

COVERAGES

CERTIFICATE NUMBER: Cert ID 27827

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	Y	AEE72488-05	1/23/2015	1/23/2016	Per Claim/Annual Aggregate \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation is in favor of the certificate holder. RE: Northeast and Northwest Old Town Neighborhood Improvements

CERTIFICATE HOLDER**CANCELLATION**

City of Lewisville
 PO Box 299002
 Lewisville TX 75029

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/22/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MHBT Inc. 8144 Walnut Hill Lane, 16th Fl Dallas TX 75231	CONTACT NAME: Judy Hays PHONE (A/C N o, Ext): 972-770-1638 E-MAIL ADDRESS: judy_hays@mhbt.com		FAX (A/C N o): 972-376-8194
	INSURER(S) AFFORDING COVERAGE		
INSURED HUITTZOL Huitt-Zollars, Inc. 1717 McKinney Ave., Ste. 1400 Dallas TX 75202-1236	INSURER A: Twin City Fire Insurance Co.		NAIC # 29459
	INSURER B: Hartford Casualty Insurance Co.		29424
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 1678789375 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blkt Contractual <input checked="" type="checkbox"/> No Deduct. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ. <input type="checkbox"/> LOC	Y	Y	48UUNLJ3272	5/1/2015	5/1/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> No Deduct.	Y	Y	48UENPB0820	5/1/2015	5/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000	Y	Y	46XHURJ8271	5/1/2015	5/1/2016	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	46WEZU9569	5/1/2015	5/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Valuable Papers			48UUNLJ3272	5/1/2015	5/1/2016	\$100,000 \$5000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional insured (pg. 10, Item 6,) Waiver of Subrogation (pg. 15, Item 8b,) and Primary & Non-Contributory (pg. 14, Item 4b7b) language is in form #HG0001 edition 06/05 of the General Liability policy.
 Additional Insured (pg. 1, Item D,) Waiver of Subrogation (pg. 4, Item 15,) and Primary & Non-Contributory (pg. 2, Item E) language is in form HA9916 edition 03/12 of the Auto Liability policy.
 Waiver of subrogation form #CG24040509 applies to the General Liability policy
 Waiver of subrogation form #WC000313 applies to the Workers Compensation policy.
 See Attached...

CERTIFICATE HOLDER **CANCELLATION**

City of Lewisville PO Box 299002 Lewisville TX 75029	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

AGENCY CUSTOMER ID: HUITTZOL

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY MHBT Inc.		NAMED INSURED Huitt-Zollars, Inc. 1717 McKinney Ave., Ste. 1400 Dallas TX 75202-1236	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Umbrella is follow form of underlying.

Certificate Holder, and any entity required by written contract, is named as an Additional Insured per the above form(s) on the General Liability, Automobile Liability and Excess Liability policies of insured with Primary and Non Contributory status per the above General Liability form and Waiver of Subrogation per the above form(s) on the General Liability, Automobile Liability, Workers Compensation and Excess Liability policies of insured, but only to the extent that the limits and forms are required to satisfy the terms of a written contract

30 Day NOC to certificate holders except for 10 Day NOC for non-payment

Certificate Holder Includes: The City, its officers, officials, employees, Boards and Commissions and volunteers

RE: Northeast and Northwest Old Town Neighborhood Improvements

POLICY NUMBER:



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - DEFINITION OF INSURED CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation of Contracts:

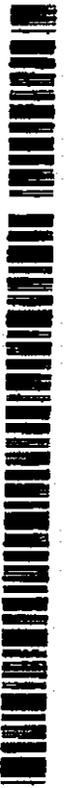
(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to any contract shown in the Schedule, the first subparagraph of Paragraph f. of the definition of "insured contract" in the Definitions Section is replaced by the following:

- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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*1400246LJ32720101



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy.
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.
 Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

Policy #46UENPB0920

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5, - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B, EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III - Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C 2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less.

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss."

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

SECTION I - COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

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- (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors

working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Employment-Related Practices

"Bodily injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Asbestos

- (1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or

kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

- (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

Damage To Premises Rented To You - Exception For Damage By Fire, Lightning Or Explosion

Exclusions c. through h. and j. through n. do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

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2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

i. Infringement Of Intellectual Property Rights

"Personal and advertising injury" arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of:

- (1) Copyright;

- (2) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

- (3) Title of any literary or artistic work.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 17.a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

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o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Internet Advertisements And Content Of Others

"Personal and advertising injury" arising out of:

- (1) An "advertisement" for others on your web site;
- (2) Placing a link to a web site of others on your web site;
- (3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or
- (4) Computer code, software or programming used to enable:
 - (a) Your web site; or
 - (b) The presentation or functionality of an "advertisement" or other content on your web site.

q. Right Of Privacy Created By Statute

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

r. Violation Of Anti-Trust law

"Personal and advertising injury" arising out of a violation of any anti-trust law.

s. Securities

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

t. Discrimination Or Humiliation

"Personal and advertising injury" arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

u. Employment-Related Practices

"Personal and advertising injury" to:

- (1) A person arising out of any "employment-related practices"; or

- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

v. Asbestos

- (1) "Personal and advertising injury" arising out of the "asbestos hazard".

- (2) Any damages, judgments, settlements, loss, costs or expenses that:

- (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

- (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;

- (2) The expenses are incurred and reported to us within three years of the date of the accident; and

- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

- 1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

- e. All costs taxed against the insured in the "suit".
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:

- (1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement or defense of the "suit";
- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c) Notify any other insurer whose coverage is available to the indemnitee; and
- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

- (2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and
- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee,

necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I - Coverage A - Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees and Volunteer workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

- (2) "Property damage" to property:

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative if You Die

Your legal representative if you die, but only with respect to duties as such. That representative will

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have all your rights and duties under this Coverage Part.

e. Unnamed Subsidiary

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which an insured under this Coverage Part is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

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- (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
- (2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors of Land or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to lease that land; or
- 2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- 1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- 2. Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations;
- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
 - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds under this provision is described in Section III - Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section IV - Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Most We will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or 'suits' brought; or

c. Persons or organizations making claims or bringing "suits".

2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B.

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal and Advertising Injury Limit

Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and
- b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Damage To Premises Rented To You Limit

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. Medical Expense Limit

Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

8. How Limits Apply To Additional Insureds

If you have agreed in a written contract or written agreement that another person or organization be

added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- a. The limits of insurance specified in the written contract or written agreement; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insureds Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

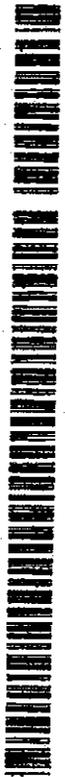
3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or

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that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

(5) Property Damage to Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the

insured will bring "suit" or transfer those rights to us and help us enforce them.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper; or

b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily Injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

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6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.

7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

8. "Employment-Related Practices" means:

- a. Refusal to employ a person;
- b. Termination of a person's employment; or
- c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at a person.

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while

rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to Premises Rented To You Limit described in Section III – Limits of Insurance;

- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

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b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

18. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

20. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

- a. Stored as or on;
- b. Created or used on; or
- c. Transmitted to or from;

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who

- a. Is not your "employee";
- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
- (2) The providing of or failure to provide warnings or instructions.

**PRE-CONTRACT OPINION OF PROBABLE CONSTRUCTION COST
NORTHWEST OLD TOWN NEIGHBORHOOD IMPROVEMENTS
LEWISVILLE, TEXAS**

SUMMARY	TOTAL
PAVING IMPROVEMENTS	\$2,967,420
STORMWATER IMPROVEMENTS	\$447,699
WATER IMPROVEMENTS	\$796,309
WASTEWATER IMPROVEMENTS	\$810,651
SUB TOTAL	\$5,022,079
10% CONTINGENCY	\$502,208
TOTAL	\$5,524,287

**PRE-CONTRACT OPINION OF PROBABLE CONSTRUCTION COST
NORTHWEST OLD TOWN NEIGHBORHOOD IMPROVEMENTS
LEWISVILLE, TEXAS**

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	TOTAL QUANTITY	TOTAL COSTS
1	START-UP (BONDS, INS., MOVE-IN, ETC.) (5% MAX)	LS	\$261,800.00	1	\$261,800.00
2	BARRICADES & TRAFFIC CONTROL	LS	\$40,500.00	1	\$40,500.00
3	SURVEYING & CONSTRUCTION STAKING	LS	\$40,500.00	1	\$40,500.00
4	PREPARING RIGHT-OF-WAY	STA	\$1,000.00	95	\$95,000.00
5	REMOVE & DISPOSE OF EX. HMAC PVMT.	SY	\$3.18	24824	\$78,940.32
6	REMOVE & DISPOSE OF EX. CONC. FLATWORK	SF	\$1.00	33185	\$33,185.00
7	UNCLASSIFIED STREET EXCAVATION	CY	\$8.98	14617	\$131,260.66
8	6" THICK COMPACTED SUBGRADE	SY	\$3.00	28711	\$86,133.00
9	8" 3750 PSI REINF. CONC. PAVEMENT W/ CURB	SY	\$51.41	28198	\$1,449,859.18
10	REINF. CONC. STREET HEADER	LF	\$11.45	589	\$6,744.05
11	6" 3750 PSI REINF. CONC. DRIVEWAY	SF	\$6.00	23270	\$139,620.00
12	5" 3000 PSI REINF. CONC. SIDEWALK	SF	\$5.00	84608	\$423,040.00
13	BARRIER FREE RAMP	EA	\$1,330.00	76	\$101,080.00
14	4" TOPSOIL & BLOCK SODDING	SY	\$5.05	12665	\$63,958.25
15	EROSION CONTROL	LS	\$16,000.00	1	\$16,000.00
PAVING IMPROVEMENTS SUBTOTAL					\$2,967,420.46

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	TOTAL QUANTITY	TOTAL COSTS
16	18" CLASS III RCP & EMBEDMENT	LF	\$55.00	847	\$46,585.00
17	24" CLASS III RCP & EMBEDMENT	LF	\$65.00	1203	\$78,195.00
18	27" CLASS III RCP & EMBEDMENT	LF	\$70.00	188	\$13,160.00
19	4'x2' RCBC & EMBEDMENT	LF	\$200.00	179	\$35,600.00
20	5'x2' RCBC & EMBEDMENT	LF	\$225.00	396	\$89,100.00
21	5' STANDARD INLET	EA	\$1,912.50	1	\$1,912.50
22	10' STANDARD INLET	EA	\$2,787.44	21	\$58,536.24
23	15' STANDARD INLET	EA	\$3,561.75	2	\$7,103.50
24	3'x3' Y' INLET	EA	\$2,940.00	6	\$17,640.00
25	2 GRATE INLET	EA	\$2,791.67	1	\$2,791.67
26	SQUARE MANHOLE	EA	\$4,859.00	5	\$24,295.00
27	REMOVE & DISPOSE OF EX. INLET	LF	\$458.68	10	\$4,586.80
28	REMOVE & DISPOSE OF EX. PIPE	LF	\$15.00	1969	\$29,535.00
29	REMOVE & DISPOSE OF EX. HEADWALL	EA	\$427.46	11	\$4,702.06
30	TRENCH SAFETY - STORMWATER	LF	\$2.00	2813	\$5,626.00
31	PRE/POST TV INSPECTION	LF	\$5.00	5626	\$28,130.00
STORM SEWER IMPROVEMENTS SUBTOTAL					\$447,698.77

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	TOTAL QUANTITY	TOTAL COSTS
32	8" PVC WATER, FITTINGS & EMBEDMENT	LF	\$39.53	9923	\$392,256.19
33	8" GATE VALVE / BOX	EA	\$1,374.86	66	\$90,740.76
34	3/4" WTR SERVICE LINE/TAP/VALVE/BOX	EA	\$800.00	130	\$104,000.00
35	FIRE HYDRANT ASSEMBLY	EA	\$5,000.00	15	\$75,000.00
36	4" REFLECTIVE FIRE HYDRANT BUTTON (BLUE)	EA	\$9.13	15	\$136.95
37	REMOVE & DELIVER FIRE HYDRANT	EA	\$258.43	7	\$1,809.01
38	ABANDON EXISTING WATER & FILL WITH GROUT	LF	\$10.00	9166	\$91,660.00
39	CONNECT TO EXISTING WATER MAIN	EA	\$1,000.00	22	\$22,000.00
40	TRENCH SAFETY - WATER	LF	\$2.00	9353	\$18,706.00
WATER IMPROVEMENTS SUBTOTAL					\$796,308.91

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	TOTAL QUANTITY	TOTAL COSTS
41	8" PVC WASTEWATER & EMBEDMENT	LF	\$40.71	9463	\$384,831.63
42	5' DIA. MANHOLE	EA	\$4,634.00	27	\$125,118.00
43	4" PVC WASTEWATER SERVICE W/CO	EA	\$1,000.00	130	\$130,000.00
44	REMOVE MANHOLE	EA	\$600.00	14	\$8,400.00
45	ABANDON EX. WASTEWATER & FILL WITH GROUT	LF	\$10.00	9199	\$91,990.00
46	CONCRETE ENCASMENT	LF	\$30.00	138	\$4,140.00
47	TRENCH SAFETY - WASTEWATER	LF	\$2.00	9453	\$18,906.00
48	T.V. INSPECTION	LF	\$5.00	9453	\$47,265.00
WASTEWATER IMPROVEMENTS SUBTOTAL					\$810,650.63

SUBTOTAL	\$5,022,078.77
10% CONTINGENCY	\$502,207.88
TOTAL	\$5,524,286.65

**PRE-CONTRACT OPINION OF PROBABLE CONSTRUCTION COST
NORTHWEST OLD TOWN NEIGHBORHOOD IMPROVEMENTS
LEWISVILLE, TEXAS**

ITEM NO.	DESCRIPTION	UNIT	Herod St.		Hatcher St.		W. Walters St.		Richland St.	
			QUANTITY	COSTS	QUANTITY	COSTS	QUANTITY	COSTS	QUANTITY	COSTS
1	START-UP (BONDS, INS., MOVE-IN, ETC.) (6% MAX)	LS	1	\$32,725.00	1	\$32,725.00	1	\$32,725.00	1	\$32,725.00
2	BARRICADES & TRAFFIC CONTROL	LS	1	\$5,062.50	1	\$5,062.50	1	\$5,062.50	1	\$5,062.50
3	SURVEYING & CONSTRUCTION STAKING	LS	1	\$5,062.50	1	\$5,062.50	1	\$5,062.50	1	\$5,062.50
4	PREPARING RIGHT-OF-WAY	STA	9	\$9,000.00	10	\$10,000.00	16	\$15,000.00	22	\$22,000.00
5	REMOVE & DISPOSE OF EX. HMAC PVMT.	SY	2223	\$7,069.14	2000	\$6,360.00	3458	\$10,996.44	6903	\$21,951.54
6	REMOVE & DISPOSE OF EX. CONC. FLATWORK	SF	3632	\$3,632.00	2401	\$2,401.00	8727	\$8,727.00	12520	\$12,520.00
7	UNCLASSIFIED STREET EXCAVATION	CY	919	\$8,262.62	543	\$4,876.14	923	\$8,288.54	9608	\$86,279.84
8	6" THICK COMPACTED SUBGRADE	SY	2760	\$8,280.00	2450	\$7,350.00	4160	\$12,480.00	8341	\$25,023.00
9	8" 3750 PSI REINF. CONC. PAVEMENT W/ CURB	SY	2760	\$141,891.60	2450	\$125,954.50	4160	\$213,865.60	7878	\$405,007.98
10	REINF. CONC. STREET HEADER	LF	62	\$709.90	62	\$709.90	62	\$709.90	217	\$2,484.65
11	6" 3750 PSI REINF. CONC. DRIVEWAY	SF	1500	\$9,000.00	2500	\$15,000.00	3000	\$18,000.00	3870	\$23,220.00
12	5" 3000 PSI REINF. CONC. SIDEWALK	SF	8000	\$40,000.00	10000	\$50,000.00	15000	\$75,000.00	13108	\$65,540.00
13	BARRIER FREE RAMP	EA	8	\$10,640.00	8	\$10,640.00	12	\$15,960.00	16	\$21,280.00
14	4" TOPSOIL & BLOCK SODDING	SY	1067	\$5,386.35	1333	\$6,731.65	2000	\$10,100.00	2933	\$14,811.65
15	EROSION CONTROL	LS	1	\$2,000.00	1	\$2,000.00	1	\$2,000.00	1	\$2,000.00
	PAVING IMPROVEMENTS SUBTOTAL			\$288,713.61		\$284,873.19		\$433,977.48		\$744,968.68

ITEM NO.	DESCRIPTION	UNIT	Herod St.		Hatcher St.		W. Walters St.		Richland St.	
			QUANTITY	COSTS	QUANTITY	COSTS	QUANTITY	COSTS	QUANTITY	COSTS
16	18" CLASS III RCP & EMBEDMENT	LF	40	\$2,200.00		\$0.00	40	\$2,200.00	547	\$30,085.00
17	24" CLASS III RCP & EMBEDMENT	LF	100	\$6,800.00		\$0.00		\$0.00	723	\$46,995.00
18	27" CLASS III RCP & EMBEDMENT	LF		\$0.00		\$0.00		\$0.00	188	\$13,160.00
19	4x2' RCBC & EMBEDMENT	LF		\$0.00		\$0.00		\$0.00	179	\$35,800.00
20	5x2' RCBC & EMBEDMENT	LF		\$0.00		\$0.00		\$0.00	396	\$89,100.00
21	5' STANDARD INLET	EA		\$0.00		\$0.00		\$0.00	1	\$1,912.50
22	10' STANDARD INLET	EA	2	\$5,574.88		\$0.00	2	\$5,574.88	11	\$30,861.84
23	16" STANDARD INLET	EA		\$0.00		\$0.00		\$0.00	0	\$0.00
24	3x3' 'Y' INLET	EA		\$0.00		\$0.00		\$0.00	6	\$17,640.00
25	2 GRATE INLET	EA		\$0.00		\$0.00		\$0.00	1	\$2,791.67
26	SQUARE MANHOLE	EA		\$0.00		\$0.00		\$0.00	5	\$24,295.00
27	REMOVE & DISPOSE OF EX. INLET	LF		\$0.00		\$0.00		\$0.00	6	\$2,752.08
28	REMOVE & DISPOSE OF EX. PIPE	LF		\$0.00		\$0.00	100	\$1,500.00	1279	\$19,185.00
29	REMOVE & DISPOSE OF EX. HEADWALL	EA		\$0.00		\$0.00		\$0.00	11	\$4,702.06
30	TRENCH SAFETY - STORMWATER	LF	140	\$280.00		\$0.00	40	\$80.00	2033	\$4,606.00
31	PRE/POST TV INSPECTION	LF	280	\$1,400.00		\$0.00	80	\$400.00	4066	\$20,330.00
	STORM SEWER IMPROVEMENTS SUBTOTAL			\$15,954.88		\$0.00		\$9,754.88		\$343,476.15

ITEM NO.	DESCRIPTION	UNIT	Herod St.		Hatcher St.		W. Walters St.		Richland St.	
			QUANTITY	COSTS	QUANTITY	COSTS	QUANTITY	COSTS	QUANTITY	COSTS
32	8" PVC WATER, FITTINGS & EMBEDMENT	LF	890	\$35,181.70	1090	\$43,087.70	1620	\$64,038.60	2203	\$87,084.59
33	8" GATE VALVE / BOX	EA	6	\$8,249.16	7	\$9,624.02	10	\$13,748.60	20	\$27,497.20
34	3/4" WTR SERVICE LINE/TAP/VALVE/BOX	EA	14	\$11,200.00	19	\$15,200.00	16	\$12,800.00	27	\$21,800.00
35	FIRE HYDRANT ASSEMBLY	EA	1	\$5,000.00	1	\$5,000.00	4	\$20,000.00	4	\$20,000.00
36	4" REFLECTIVE FIRE HYDRANT BUTTON (BLUE)	EA	1	\$9.13	1	\$9.13	4	\$36.52	4	\$36.52
37	REMOVE & DELIVER FIRE HYDRANT	EA	0	\$0.00	0	\$0.00	3	\$775.29	3	\$775.29
38	ABANDON EXISTING WATER & FILL WITH GROUT	LF	800	\$8,000.00	1000	\$10,000.00	1500	\$15,000.00	2016	\$20,160.00
39	CONNECT TO EXISTING WATER MAIN	EA	2	\$2,000.00	2	\$2,000.00	2	\$2,000.00	8	\$8,000.00
40	TRENCH SAFETY - WATER	LF	800	\$1,600.00	1000	\$2,000.00	1500	\$3,000.00	2203	\$4,406.00
	WATER IMPROVEMENTS SUBTOTAL			\$71,239.99		\$86,920.85		\$131,399.01		\$189,559.60

ITEM NO.	DESCRIPTION	UNIT	Herod St.		Hatcher St.		W. Walters St.		Richland St.	
			QUANTITY	COSTS	QUANTITY	COSTS	QUANTITY	COSTS	QUANTITY	COSTS
41	8" PVC WASTEWATER & EMBEDMENT	LF	800	\$32,568.00	1000	\$40,710.00	1500	\$61,065.00	2309	\$93,755.13
42	6" DIA. MANHOLE	EA	3	\$13,902.00	4	\$18,536.00	3	\$13,902.00	5	\$23,170.00
43	4" PVC WASTEWATER SERVICE W/CO	EA	14	\$14,000.00	19	\$19,000.00	16	\$16,000.00	27	\$27,000.00
44	REMOVE MANHOLE	EA	2	\$1,200.00	1	\$600.00	2	\$1,200.00	3	\$1,800.00
45	ABANDON EX. WASTEWATER & FILL WITH GROUT	LF	800	\$8,000.00	1000	\$10,000.00	1500	\$15,000.00	2049	\$20,490.00
46	CONCRETE ENCASEMENT	LF		\$0.00	40	\$1,200.00	40	\$1,200.00	18	\$540.00
47	TRENCH SAFETY - WASTEWATER	LF	800	\$1,600.00	1000	\$2,000.00	1500	\$3,000.00	2303	\$4,606.00
48	T.V. INSPECTION	LF	800	\$4,000.00	1000	\$5,000.00	1500	\$7,500.00	2303	\$11,515.00
	WASTEWATER IMPROVEMENTS SUBTOTAL			\$75,270.00		\$97,046.00		\$118,867.00		\$182,876.13

SUBTOTAL				\$451,178.48		\$468,840.04		\$693,998.37		\$1,460,880.54
10% CONTINGENCY				\$45,117.85		\$46,884.00		\$69,399.84		\$146,088.05
TOTAL				\$496,296.33		\$515,724.04		\$763,398.21		\$1,606,968.59

**PRE-CONTRACT OPINION OF PROBABLE CONSTRUCTION COST
NORTHWEST OLD TOWN NEIGHBORHOOD IMPROVEMENTS
LEWISVILLE, TEXAS**

ITEM NO.	DESCRIPTION	UNIT	Edna Ave.		Lynn Ave.		Degan Ave.		Temple Dr.	
			QUANTITY	COSTS	QUANTITY	COSTS	QUANTITY	COSTS	QUANTITY	COSTS
1	START-UP (BONDS, INS., MOVE-IN, ETC.) (5% MAX)	LS	1	\$32,725.00	1	\$32,725.00	1	\$32,725.00	1	\$32,725.00
2	BARRICADES & TRAFFIC CONTROL	LS	1	\$5,062.50	1	\$5,062.50	1	\$5,062.50	1	\$5,062.50
3	SURVEYING & CONSTRUCTION STAKING	LS	1	\$5,062.50	1	\$5,062.50	1	\$5,062.50	1	\$5,062.50
4	PREPARING RIGHT-OF-WAY	STA	10	\$10,000.00	10	\$10,000.00	10	\$10,000.00	9	\$9,000.00
5	REMOVE & DISPOSE OF EX. H/MAC P/MT.	SY	2700	\$8,586.00	2600	\$8,268.00	2578	\$8,198.04	2362	\$7,511.16
6	REMOVE & DISPOSE OF EX. CONC. FLATWORK	SF	702	\$702.00	900	\$900.00	2601	\$2,601.00	1702	\$1,702.00
7	UNCLASSIFIED STREET EXCAVATION	CY	815	\$7,318.70	1000	\$667.00	667	\$5,989.66	142	\$1,275.16
8	6" THICK COMPACTED SUBGRADE	SY	2450	\$7,350.00	3000	\$9,000.00	3000	\$9,000.00	2550	\$7,650.00
9	8" 3750 PSI REINF. CONC. PAVEMENT W/ CURB	SY	2450	\$125,954.50	3000	\$154,230.00	3000	\$154,230.00	2500	\$128,525.00
10	REINF. CONC. STREET HEADER	LF	62	\$709.90	62	\$709.90	62	\$709.90	0	\$0.00
11	6" 3750 PSI REINF. CONC. DRIVEWAY	SF	3500	\$21,000.00	2400	\$14,400.00	4500	\$27,000.00	2000	\$12,000.00
12	5" 3000 PSI REINF. CONC. SIDEWALK	SF	10000	\$50,000.00	10000	\$50,000.00	10000	\$50,000.00	8500	\$42,500.00
13	BARRIER FREE RAMP	EA	8	\$10,640.00	10	\$13,300.00	10	\$13,300.00	4	\$5,320.00
14	4" TOPSOIL & BLOCK SODDING	SY	1333	\$6,731.65	1333	\$6,731.65	1333	\$6,731.65	1333	\$6,731.65
15	EROSION CONTROL	LS	1	\$2,000.00	1	\$2,000.00	1	\$2,000.00	1	\$2,000.00
PAVING IMPROVEMENTS SUBTOTAL				\$293,842.75		\$313,056.55		\$332,610.25		\$267,064.97

ITEM NO.	DESCRIPTION	UNIT	Edna Ave.		Lynn Ave.		Degan Ave.		Temple Dr.	
			QUANTITY	COSTS	QUANTITY	COSTS	QUANTITY	COSTS	QUANTITY	COSTS
16	18" CLASS III RCP & EMBEDMENT	LF	100	\$5,500.00	40	\$2,200.00	40	\$2,200.00	40	\$2,200.00
17	24" CLASS III RCP & EMBEDMENT	LF		\$0.00	300	\$19,500.00	80	\$5,200.00		\$0.00
18	27" CLASS III RCP & EMBEDMENT	LF		\$0.00		\$0.00		\$0.00		\$0.00
19	4"x2' RCBC & EMBEDMENT	LF		\$0.00		\$0.00		\$0.00		\$0.00
20	5"x2' RCBC & EMBEDMENT	LF		\$0.00		\$0.00		\$0.00		\$0.00
21	5' STANDARD INLET	EA		\$0.00		\$0.00		\$0.00		\$0.00
22	10' STANDARD INLET	EA		\$0.00	2	\$5,574.88	2	\$5,574.88	2	\$5,574.88
23	15' STANDARD INLET	EA	2	\$7,103.50		\$0.00		\$0.00		\$0.00
24	3"x3' Y' INLET	EA		\$0.00		\$0.00		\$0.00		\$0.00
25	2 GRATE INLET	EA		\$0.00		\$0.00		\$0.00		\$0.00
26	SQUARE MANHOLE	EA		\$0.00		\$0.00		\$0.00		\$0.00
27	REMOVE & DISPOSE OF EX. INLET	LF	2	\$917.36	2	\$917.36		\$0.00		\$0.00
28	REMOVE & DISPOSE OF EX. PIPE	LF	340	\$5,100.00	220	\$3,300.00	30	\$450.00		\$0.00
29	REMOVE & DISPOSE OF EX. HEADWALL	EA		\$0.00		\$0.00		\$0.00		\$0.00
30	TRENCH SAFETY - STORMWATER	LF	100	\$200.00	340	\$680.00	120	\$240.00	40	\$80.00
31	PRE/POST TV INSPECTION	LF	200	\$1,000.00	680	\$3,400.00	240	\$1,200.00	80	\$400.00
STORM SEWER IMPROVEMENTS SUBTOTAL				\$19,820.86		\$35,572.24		\$14,864.88		\$8,254.88

ITEM NO.	DESCRIPTION	UNIT	Edna Ave.		Lynn Ave.		Degan Ave.		Temple Dr.	
			QUANTITY	COSTS	QUANTITY	COSTS	QUANTITY	COSTS	QUANTITY	COSTS
32	8" PVC WATER, FITTINGS & EMBEDMENT	LF	1060	\$41,901.80	1090	\$43,087.70	1090	\$43,087.70	880	\$34,786.40
33	8" GATE VALVE / BOX	EA	5	\$6,874.30	7	\$9,624.02	7	\$9,624.02	4	\$5,499.44
34	3/4" WTR SERVICE LINE/TAP/VALVE/BOX	EA	15	\$12,000.00	11	\$8,800.00	10	\$8,000.00	18	\$14,400.00
35	FIRE HYDRANT ASSEMBLY	EA	1	\$5,000.00	1	\$5,000.00	1	\$5,000.00	2	\$10,000.00
36	4" REFLECTIVE FIRE HYDRANT BUTTON (BLUE)	EA	1	\$9.13	1	\$9.13	1	\$9.13	2	\$18.26
37	REMOVE & DELIVER FIRE HYDRANT	EA	0	\$0.00	0	\$0.00	0	\$0.00	1	\$258.43
38	ABANDON EXISTING WATER & FILL WITH GROUT	LF	1000	\$10,000.00	1000	\$10,000.00	1000	\$10,000.00	850	\$8,500.00
39	CONNECT TO EXISTING WATER MAIN	EA	2	\$2,000.00	2	\$2,000.00	2	\$2,000.00	2	\$2,000.00
40	TRENCH SAFETY - WATER	LF	1000	\$2,000.00	1000	\$2,000.00	1000	\$2,000.00	850	\$1,700.00
WATER IMPROVEMENTS SUBTOTAL				\$79,785.23		\$80,520.85		\$79,720.85		\$77,162.83

ITEM NO.	DESCRIPTION	UNIT	Edna Ave.		Lynn Ave.		Degan Ave.		Temple Dr.	
			QUANTITY	COSTS	QUANTITY	COSTS	QUANTITY	COSTS	QUANTITY	COSTS
41	6" PVC WASTEWATER & EMBEDMENT	LF	1000	\$40,710.00	1000	\$40,710.00	1000	\$40,710.00	850	\$34,603.50
42	5' DIA. MANHOLE	EA	3	\$13,902.00	4	\$18,536.00	4	\$18,536.00	1	\$4,634.00
43	4" PVC WASTEWATER SERVICE W/CO	EA	15	\$15,000.00	11	\$11,000.00	10	\$10,000.00	18	\$18,000.00
44	REMOVE MANHOLE	EA	1	\$600.00	2	\$1,200.00	2	\$1,200.00	1	\$600.00
45	ABANDON EX. WASTEWATER & FILL WITH GROUT	LF	1000	\$10,000.00	1000	\$10,000.00	1000	\$10,000.00	850	\$8,500.00
46	CONCRETE ENCASEMENT	LF		\$0.00	20	\$600.00	20	\$600.00		\$0.00
47	TRENCH SAFETY - WASTEWATER	LF	1000	\$2,000.00	1000	\$2,000.00	1000	\$2,000.00	850	\$1,700.00
48	T.V. INSPECTION	LF	1000	\$5,000.00	1000	\$5,000.00	1000	\$5,000.00	850	\$4,250.00
WASTEWATER IMPROVEMENTS SUBTOTAL				\$87,212.00		\$89,046.00		\$88,046.00		\$72,287.50

SUBTOTAL		\$480,660.84		\$518,195.64		\$515,241.98		\$424,789.88
10% CONTINGENCY		\$48,066.08		\$51,819.58		\$51,524.20		\$42,478.99
TOTAL		\$528,726.92		\$570,015.20		\$566,766.18		\$467,268.87

MEMORANDUM

TO: Donna Barron, City Manager

FROM: David Salmon, P.E., City Engineer

VIA: Eric Ferris, Assistant City Manager

DATE: June 22, 2015

SUBJECT: **Approval of a Local Project Advance Funding Agreement with the Texas Department of Transportation Related to Construction and Funding of City of Lewisville Utility Relocations Required for the FM 544 Reconstruction Project; and Authorization for the City Manager to Execute the Agreement.**

BACKGROUND

In June of 2013, Council approved a professional services agreement with Freese & Nichols to design City utility relocations along and under FM 544 in advance of the proposed roadway widening. Since then, Freese & Nichols has completed the design and staff is negotiating with adjacent property owners for new easements to install the relocated utility lines. TxDOT will reimburse the City for the design, new easements, and construction costs associated with adjustment of City utility lines that are located outside of the original TxDOT right of way. Relocation costs associated with City utilities located within the original State right of way will not be reimbursed. A Local Project Advance Funding Agreement (LPAFA) between Lewisville and TXDOT must be executed prior to requesting reimbursement. The Agreement defines state and local responsibilities with regard to relocation and funding of said utility lines. To streamline the reimbursement process for the new easements, Innovative Transportation Solutions worked with the NCTCOG and TXDOT to allow the use of RTR funding instead of TXDOT Utility Relocation funds for this project. This will enable the City to be fully reimbursed for the cost of new easements regardless of how the old easements were originally obtained. TXDOT has let a contract for reconstruction and widening of FM 544 from FM 2281 (Old Denton Road) eastward to the Plano city limits. The contractor is working on the east end of the project in Carrollton first.

ANALYSIS

A 12" water line and an 8" sanitary sewer currently exists in an easement adjacent to the original TxDOT ROW between FM 2281 and Windhaven Parkway. When the road is widened, the existing water line and a small portion of the sanitary sewer would fall under the proposed pavement, which TxDOT does not allow. Thus, the water line and the sewer segment will be relocated into a new easement outside of the new ROW. There is a water main crossing underneath FM 544 that the City will need to relocate as well, however that is not reimbursable. The estimated cost of design, easements, and construction for utility lines that are eligible for reimbursement is roughly \$743,000. Per the agreement, TXDOT will reimburse the City up to \$800,000 for the utility relocations based on actual costs. If the actual cost exceeds, \$800,000, the City will be responsible for the difference. The City will be required to submit all invoices and accounting to TXDOT to document actual cost.

RECOMMENDATION

It is City staff's recommendation that the City Council approve the agreement as set forth in the caption above.

CSJ: 0619-05-034; ROWCSJ: 0619-05-035; U#: 14394
Project: FM 544
Limits: From FM 2281 to 0.17 mile west of Josey Lane
District: 18-Dallas
Code Chart: 24500
Funding Category: 3-RTR (SH 121 Subaccount)

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
FOR A PROJECT USING FUNDS HELD IN THE
STATE HIGHWAY 121 SUBACCOUNT**

Utility Relocation Improvements

(On System)

THIS AGREEMENT (the Agreement) is between the State of Texas, acting by and through the Texas Department of Transportation (the State), and the City of Lewisville (Local Government), collectively, the "Parties."

WITNESSETH

WHEREAS, the State has received money from the North Texas Tollway Authority for the right to develop, finance, design, construct, operate, and maintain the SH 121 toll project from Business SH 121 in Denton County to US 75 in Collin County ("SH 121 payments"); and

WHEREAS, pursuant to Transportation Code, 228.006 the State shall authorize the use of surplus revenue of a toll project for a transportation project, highway project, or air quality project within the district of the Texas Department of Transportation in which any part of the toll project is located; pursuant to Transportation Code, §228.012 the State has created a separate subaccount in the state highway fund to hold such money (SH 121 Subaccount), and the State shall hold such money in trust for the benefit of the region in which a project is located, and may assign the responsibility for allocating money in the subaccount to a metropolitan planning organization (MPO); and

WHEREAS, in Minute Order 110727, dated October 26, 2006, the Texas Transportation Commission (the "Commission") approved a memorandum of understanding (MOU) with the Regional Transportation Council (RTC), which is the transportation policy council of the North Central Texas Council of Governments (NCTCOG) and a federally designated MPO, concerning in part the administration, sharing, and use of surplus toll revenue in the region; under the MOU the RTC shall select projects to be financed using surplus revenue from a toll project, subject to Commission concurrence; and

WHEREAS, the Local Government has requested money from the SH 121 Subaccount to (1) relocate approximately 1,650 feet of a 12-inch waterline from Station 35+00 (FM 2281) to Station 51+00 (Windhaven Parkway) on the north side of FM 544 into a newly acquired

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Local Government easement; (2) relocate approximately 137 feet (120 feet steel encased from the north right of way to the south right of way) of an 8-inch waterline crossing at Station 65+25 on FM 544 which is located about 1,425 east of Windhaven Parkway; (3) relocate approximately 186 feet of an 8-inch sanitary sewer pipeline from Station 35+00 (FM 2281) to Station 37+00 on the north side of FM 544 into a newly acquired Local Government easement; (4) remove one abandoned sanitary sewer manhole at Station 35+75 on the north side of FM 544 along FM 544 from FM 2281 to 0317 mile west of Josey Lane in the City of Lewisville, Denton County (Project); the RTC has selected the Project to be funded from the SH 121 Subaccount; and the Commission concurred in the selection and, authorized the expenditure of money in Minute Order 113789 dated November 21, 2013 and Minute Order 114027 dated August 28, 2014 for CSJ: 0619-05-034, and Minute Order 113948 dated May 29, 2014 for ROWCSJ: 0619-05-035; and

WHEREAS, the Local Government is a political subdivision and governmental entity by statutory definition; and

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 authorize the State to contract with municipalities and political subdivisions to perform governmental functions and services; and

WHEREAS, NCTCOG and the RTC should have authority to assist the Local Government's implementation of financial reporting and environmental review related to a transportation project funded by the State using money from the SH 121 Subaccount.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

Article 1. Time Period Covered

This Agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Local Government will consider it to be in full force and effect until the Project described herein has been completed and accepted by all parties or unless terminated, as hereinafter provided.

Article 2. Project Funding

The State will pay money to the Local Government from the SH 121 Subaccount in the amounts specified in Attachment A, Payment Provision and Work Responsibilities. Except as provided in the next succeeding sentence, the payments will begin no later than upon the later of the following: (1) fifteen days after the Legislative Budget Board and the Governor each approve the expenditure, in accordance with Rider 28 of the Texas Department of Transportation bill pattern in Senate Bill 1, 83rd Legislature; and (2) thirty days after execution of this Agreement. If Attachment A shows that the RTC has allocated payments to the Local Government for a certain expenditure (e.g. construction) for the Project in a certain fiscal year, then the State will make the payment from the SH 121 Subaccount to the Local Government for such expenditure no later than 30 days after the beginning of the designated Fiscal Year. A Fiscal Year begins on September 1 (for example, the 2014 Fiscal

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Year began September 1, 2013).

Article 3. Separate Account; Interest

All funds paid to the Local Government shall be deposited into a separate account, and interest earned on the funds shall be kept in the account. Interest earned may be used only for the purposes specified in Attachment A, Payment Provision and Work Responsibilities, and only after obtaining the written approval of the RTC. The Local Government's use of interest earned will not count towards the 20 percent local match requirement set forth in this Agreement.

Article 4. Shortfalls in Funding

The Local Government shall apply all funds to the scope of work of the Project described in Attachment A, Payment Provisions and Work Responsibilities, and to none other. All cost overruns are the responsibility of the Local Government. However, should the funds be insufficient to complete the work contemplated by the Project, the Local Government may make further request to the RTC and the State for additional funds from the SH 121 Subaccount. Funds may be increased only through an amendment of this Agreement. If the SH 121 Subaccount does not contain sufficient funds to cover the balance necessary to complete the Project, or if the RTC or the Commission decline the request for any other reason, then the Local Government shall be responsible for any shortfall.

Article 5. Return of Project Funding

The Local Government shall reimburse the State for any funds paid under this Agreement that are not expended in accordance with the requirements of this Agreement. Upon completion of the Project, the Local Government will issue a signed "Notification of Completion" document to the State acknowledging the Project's completion. If at project end, or upon termination of this Agreement, excess SH 121 Subaccount funds exist, including interest earned, such funds shall be returned to the State within 30 days. Except for funds the Local Government has already expended in accordance with the Agreement, the Local Government shall return to the State the funds paid under this Agreement together with any interest earned on the funds if the Project is not completed within 10 years of execution of the Agreement.

Article 6. Local Match – Not Applicable to this Agreement

The Local Government shall be responsible for the required 20 percent local match as described in Attachment A, Payment Provisions and Work Responsibilities. The costs incurred by the Local Government prior to the execution of this Agreement will count towards the 20 percent local match requirement provided such costs are for RTC-approved phases as shown in Attachment A. At the end of each Fiscal Year the Local Government's cumulative expenditures of local match funds must be no less than 20 percent of the cumulative SH 121 Funds received by the Local Government up to that date under the Agreement, and must be for the uses approved for payments of SH 121 Funds up to that date as specified in Attachment A, Payment Provision and Work Responsibilities.

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Article 7. Procurement and Contracting Process

The State may review the Local Government's procurement of professional services for engineering, surveying, and right of way acquisition, letting of construction contracts, and conduct of construction management and inspection. The Local Government shall certify compliance with state law and regulations, and with local laws, regulations, rules, policies, and procedures. The State shall maintain a copy of the certification in the project files.

Article 8. Design Standards and Construction Specifications

The Local Government shall implement the Project using the State's established design standards, construction specifications, procurement processes, and construction management and inspection procedures.

Article 9. Right of Way

Except for right of way owned by the State or to be acquired by the State according to the plans of the Project as approved by the State, the Local Government shall acquire all necessary right of way needed for the Project. Right of way acquisition is an eligible cost for reimbursement provided such cost is an RTC-approved phase as shown in Attachment A.

Article 10. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with State laws and regulations and local laws, regulations, rules, policies, and procedures applicable to the Local Government. The Local Government must obtain advance approval for any variance from established procedures. Upon request by the State, the Local Government shall provide certification showing that the Local Government has completed the adjustment of all utilities on the portion of the Project on the state highway system before the Local Government let the construction contract for the portion. The RTC-approved costs for utilities as shown in Attachment A, if any, shall be used to adjust, remove, or relocate utility facilities.

Article 11. Compliance with Laws, Environmental Review and Public Involvement

Each Party shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative bodies or tribunals affecting the performance of this Agreement as applicable to it. When required, the Local Government shall furnish the State with satisfactory proof of compliance. As provided in 43 TAC 2.3(b)(1)(A), the State's environmental review requirements do not apply to the Project because the State is funding the Project solely with money held in a project subaccount created under Transportation Code, Section 228.012. However, the Local Government shall ensure that the project complies with all environmental review and public involvement requirements applicable to the Local Government under State and federal law in connection with the Project. The Local Government shall obtain the opinion of legal counsel showing the Local Government's environmental review and public involvement for the Project complies with state law and regulations, and with local laws, regulations, rules, policies, and procedures applicable to the Local Government. The Local Government shall maintain a copy of the certification in the project files.

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Article 12. Compliance with Texas Accessibility Standards and ADA

The Local Government shall ensure that the plans for and the construction of the Project is in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336).

Article 13. Work Outside the Project Site

The Local Government shall provide both the necessary right of way and any other property interests needed for the Project.

Article 14. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

Article 15. Audit

Within 120 days of completion of the Project, the Local Government shall perform an audit of the costs of the Project. Any funds due to the State will be promptly paid by the Local Government.

Article 16. Maintenance

The Local Government shall be responsible for maintenance of the Project.

Article 17. Responsibilities of the Parties

- a. The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.
- b. To the extent permitted by law, the Local Government agrees to indemnify and save harmless the State, its agents and employees from all suits, actions or claims and from all liability and damages resulting from any and all injuries or damages sustained by any person or property in consequence of any neglect, error, or omission in the performance of the design, construction, maintenance or operation of the Project by the Local Government, its contractor(s), subcontractor(s), agents and employees, and from any claims or amounts arising or recovered under the "Workers' Compensation laws"; the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as from time to time may be amended.

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- c. The Parties expressly agree that the Project is not a joint venture or enterprise. However, if a court should find that the Parties are engaged in a joint venture or enterprise, then the Local Government, to the extent provided by law, agrees to pay any liability adjudicated against the State for acts and deeds of the Local Government, its employees or agents during the performance of the Project.
- d. To the extent provided by law, the Local Government shall also indemnify and save harmless the State from any and all expense, including, but not limited to, attorney's fees which may be incurred by the State in litigation or otherwise resisting said claim or liabilities which may be imposed on the State as a result of such activities by the Local Government, its agents, or employees.
- e. The Local Government, by contract, shall require its contractor(s) and subcontractor(s), prior to doing any work on the Project, to (1) secure an insurance policy in the maximum statutory limits for tort liability, naming the State as an additional insured under its terms; and (2) indemnify and hold harmless the Local Government and the State from all claims, liability, and damages resulting from the contractor's performance under the contract.

Article 18. Notices

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Local Government:	State:
City of Lewisville Attention: City Manager 151 West Church Street Lewisville, Texas 75057	Texas Department of Transportation Attention: Director of Contract Services 125 East 11 th Street Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

Article 19. Right of Access

If the Local Government is the owner or otherwise controls access to any part of site of the Project, the Local Government shall permit the State or its authorized representative access to the site to perform any activities authorized in this Agreement.

Article 20. Project Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement by the Local Government shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local

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Government shall be transmitted to the State in the form of photocopy reproduction as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 21. Inspection of Books and Records

The Local Government shall keep a complete and accurate record to document the performance of the work on the Project and to expedite any audit that might be conducted. The Local Government shall maintain records sufficient to document that funds provided under the Agreement were expended only for eligible costs that were incurred in accordance with all applicable state and local laws, rules, policies, and procedures, and in accordance with all applicable provisions of this Agreement. The Local Government shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State for review and inspection during the contract period and for four (4) years from the date of completion of work defined under this Agreement or until any pending litigation or claims are resolved, whichever is later. Additionally, the State shall have access to all governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

Article 22. NCTCOG

Acceptance of funds directly under the Agreement or indirectly through a subcontract under the Agreement acts as acceptance of the authority of NCTCOG and RTC to assist the Local Government's implementation of financial reporting and environmental review concerning the Project. The Local Government shall provide to NCTCOG on a monthly basis a report of expenses, including the Local Government's expenditure of local match funds. The report shall list separately the expenditures by project phase as shown in Attachment A, including but not limited to engineering, environmental review, right of way acquisition, and construction. The report shall also describe interest earned on money from the SH 121 Subaccount, including the interest rate, interest earned during the month, and cumulative interest earned. The report shall further describe the status of developing the Project. Not less than 60 days before the environmental review document is submitted to the governing body of the Local Government for final approval, the Local Government shall submit the document to the State for review and comment. The State may provide the Local Government technical assistance on the environmental review of the Project as mutually agreed between the State and the Local Government.

Article 23. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

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Article 24. Amendments

By mutual written consent of the Parties, this contract may be amended prior to its expiration.

Article 25. Termination

The Agreement may be terminated in the following manner:

- a. By mutual written agreement and consent of both parties;
- b. By either party upon the failure of the other party to fulfill the obligations set forth herein, after a 45 day period to cure after receiving written notice of non-compliance;
- c. By the State if the Local Government does not let the construction contract for the Project within one year after the State first provides SH 121 Funds for construction as shown in Attachment A, Payment Provision and Work Responsibilities;
- d. By the State if the Local Government does not complete the Project within ten years after the effective date of the Agreement.

Article 26. Work by Debarred Person

The Local Government shall not contract with any person that is suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal agency or that is debarred or suspended by the State.

Article 27. Sole Agreement

The Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

Article 28. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement. The Local Government may assign its interests under the Agreement only with the written approval of the State.

Article 29. Remedies

The Agreement shall not be considered as specifying an exclusive remedy for a breach of the Agreement. All remedies existing at law or in equity are available to either Party and are cumulative.

Article 30. Legal Construction

If a provision of the Agreement shall be held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision, and the Agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

Article 31. Signatory Warranty

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

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IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT have executed duplicate counterparts to effectuate this Agreement.

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

Date: _____

THE LOCAL GOVERNMENT – CITY OF LEWISVILLE

By: _____
Donna Barron
City Manager

Date: _____

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ATTACHMENT A

Payment Provisions and Work Responsibilities

For ROWCSJ#: 0619-05-035, the State will pay \$800,000 from the SH 121 Subaccount to (1) relocate approximately 1,650 feet of a 12-inch waterline from Station 35+00 (FM 2281) to Station 51+00 (Windhaven Parkway) on the north side of FM 544 into a newly acquired Local Government easement; (2) relocate approximately 137 feet (120 feet steel encased from the north right of way to the south right of way) of an 8-inch waterline crossing at Station 65+25 on FM 544 which is located about 1,425 east of Windhaven Parkway; (3) relocate approximately 186 feet of an 8-inch sanitary sewer pipeline from Station 35+00 (FM 2281) to Station 37+00 on the north side of FM 544 into a newly acquired Local Government easement; (4) remove one abandoned sanitary sewer manhole at Station 35+75 on the north side of FM 544 along FM 544 from FM 2281 to 0.17 mile west of Josey Lane in the City of Lewisville, Denton County

In accordance with the allocation of funds approved by the RTC, and concurred with by the Texas Transportation Commission, the State will make the payments for the following work in the following Fiscal Years:

PROJECT COSTS						
Description	Fiscal Year	Total Estimate Cost	Regional Toll Revenue (RTR) SH 121 Subaccount Funds Participation		Local Government Participation	
Utilities by Local Government	2015	\$800,000	100%	\$800,000	0%	\$0
TOTAL		\$800,000		\$800,000		\$0

The Local Government required match is Not Applicable.

Upon completion of the Project, the Local Government will issue a signed "Notification of Completion" document to the State. The notice shall certify that the Project has been completed, all necessary inspections have been conducted, and the Project is open to traffic.



FM
121
BUS

SAM RAYBURN
TOLLWAY

COOKIE LN

SUBJECT
LOCATION

FM
544

FM
2281

SALIBURY

LADY OF THE LAKE

MAGIC MANTLE

LOCATION MAP
FOR
F.M. 544 UTILITY RELOCATIONS

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Nika Reinecke, Director of Economic Development & Planning

DATE: July 6, 2015

SUBJECT: **Approval of an Economic Development Agreement Between the City of Lewisville and Mattito's Restaurant; and Authorization for the City Manager to Execute the Agreement.**

BACKGROUND

Mattito's Restaurant will renovate and re-occupy 7,594 square feet of space at 1640 South Stemmons Freeway. This is the old Fox and Hound restaurant building that has been vacant for several years. This is the first project on I-35E to be considered for sales tax rebates. Waiver of an Engineering site plan in lieu of a modified site plan was approved on December 15, 2014 and a building permit was issued on June 17th of this year. Construction is scheduled to begin following the approval of this agreement.

ANALYSIS

Mattito's has indicated that the total investment for land purchase and renovation will be at \$2.2 million. The real property currently is valued at \$1.4 million, exclusive of the company's personal property. In the agreement, the City will pay the owner a percentage of the 1% sales tax receipts revenues received by the City based on following schedule:

- 1st full year after Grant Date: 100% of the 1% Sales Tax Receipts
- 2nd year: 75% of the 1% Sales Tax Receipts
- 3rd year through 5th year: 50% of 1% Sales Tax Receipts

Total rebate amount shall not exceed the total of \$125,000 in all 5 years.

RECOMMENDATION

It is City staff's recommendation that the City Council approve the agreement as set forth in the caption above.

ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the City of Lewisville, Texas, a home rule municipality duly acting by and through its City Manager, (hereinafter called "City"), and Mattito's Restaurant (hereinafter called "the Owner"), and both entities collectively referred to as Parties in this Agreement ("Parties").

WITNESSETH:

WHEREAS, pursuant to Chapter 380 of the Texas Local Government Code (hereinafter referred to as "Statute"), the City adopted an Economic Incentive Policy for making economic development incentives and grants on August 16, 2010 (hereinafter referred to as "the Policy Statement"); and

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

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

WHEREAS, on the ----- day of ----- 2015, the City Council of the City of Lewisville, Texas, authorized this Agreement pursuant to Chapter 380 of the Texas Local Government Code ("CHAPTER 380");

WHEREAS, Owner owns property at 1640 S. Stemmons Freeway ("Property" or "Premises") (more fully described in Attachment "A", attached hereto and made a part hereof) that is the subject of this Agreement;

WHEREAS, the Parties desire to enter into this Agreement pursuant to Chapter 380;

WHEREAS, the City desires to provide, pursuant to Chapter 380, an incentive to the Owner to develop the Property for a Mattito's restaurant;

WHEREAS, the Owner agrees to develop the Property in a manner consistent with an approved development plan as described in Attachment "B", attached hereto and made a part hereof, or as amended in accordance with all provisions of the City;

WHEREAS, the City finds that the administration of an economic development agreement to provide incentives to the Owner, in return for developing the Property would promote local economic development and stimulate business and commercial activity within the municipality and would directly establish a public purpose, and;

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

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

ARTICLE I TERM

1.1 This Agreement shall be effective on the date that this Agreement is executed by the Parties (“Effective Date”) and shall continue for 5 years from the date the restaurant (described as Property Improvements) opens to the public for business (“Grant Date”), unless sooner terminated as provided herein. This Agreement shall terminate automatically on December 30, 2016 if occupancy of the Property Improvements has not occurred.

ARTICLE II DEFINITIONS

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

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

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

“**Owner**” has the meaning set forth in the introductory paragraph of this Agreement.

“**Effective Date**” means the date established in Article I of this Agreement.

“**Force Majeure**” shall mean any contingency or cause beyond the reasonable control of Owner, including without limitation, acts of God or the public enemy, war, riot, terrorism, civil commotion, insurrection, governmental or de facto governmental action including, but not limited to, government actions pertaining to the determination of flood zones or FEMA actions (unless caused by acts or omissions of Owner), fire, explosion or flood, and strikes.

“**Annual Grant**” shall mean an economic development grant as defined in Article IV.

“**Property Improvement(s)**” shall mean improvements made to the exiting site at 1640 S. Stemmons Freeway for a restaurant including all ancillary improvements such as required parking and landscaping, more fully described in Attachment “B”.

“Property” or **“Premises”** shall mean that property as described in Attachment “A” and described by metes and bounds, lot and block or abstract and survey attached hereto, and made a part hereof, and the improvements located or to be located thereon.

“Sales And Use Tax” means all of the sales and use tax imposed by the City pursuant to Chapter 321 of the Texas Tax Code, as amended on the sale of Taxable Items consummated on the Property.

“1% Sales Tax Receipts” means the 1% Sales and Use Tax annually received from the State of Texas and designated to the City’s general fund from the collection of Sales and Use Tax from the Property as a result of the sale of Taxable Items on the Property.

“Tax Certificate” (“Certificate”) means a certificate or other statement in a form reasonably acceptable to the City setting forth the collection of Sales and Use Tax and Property Tax received by the City, for Property Tax and the sale of Taxable Items on the Property consummated on the Property for the applicable period which are to be used to determine the 1% Sales Tax Receipts, together with such supporting documentation as the City may reasonably request.

“Taxable Items” shall have the same meaning assigned by Chapter 151, TEX. TAX CODE ANN., as amended.

ARTICLE III GENERAL PROVISIONS

3.1 As soon as practical after the Effective Date of this Agreement, the Owner shall commence construction on the Premises in accordance with the City approved plans and in substantial conformance with Attachment “B”.

3.1.1 The Owner shall submit or cause to be submitted to the City for its review and approval final plans for the design of the Property Improvements in accordance with all City ordinances and regulations.

3.1.2 Construction, renovation and installation of the Property Improvements must be substantially complete by December 30, 2016.

3.1.3 In the event of Force Majeure or, if in the reasonable opinion of the City, the Owner has made substantial progress toward completion of construction, renovation and installation of the Property Improvements additional time may be granted by the City as may be required.

3.1.4 The date of substantial completion of construction, renovation and installation of the Property Improvements shall be defined as the date that Owner receives a certificate of occupancy for the Property Improvements.

**ARTICLE IV
ECONOMIC DEVELOPMENT INCENTIVES**

4.1. Annual Grant: Subject to the Parties' continued satisfaction of the terms and conditions of this Agreement, the City shall provide a grant to the Owner as follows:

4.1.1 Starting from the 1st full year after the Grant Date, the City shall pay Owner an amount equal to a percentage of the 1% Sales Tax Receipts revenues received by the City from the Premises based on the following schedule:

- 1st full year after Grant Date: 100% of the 1% Sales Tax Receipts
- 2nd year: 75% of the 1% Sales Tax Receipts
- 3rd year through 5th year: 50% of the 1% Sales Tax Receipts

4.1.2 The total amount of Grant shall not exceed \$125,000 during the Term of this Agreement.

4.1.3 Owner will be paid the above amounts on an annual basis on or before thirty (30) days following the anniversary of the date of the receipt of the certificate of occupancy for the Property Improvements on the Premises, provided that by the anniversary of the date of the receipt of the certificate of occupancy for the Property Improvements on the Premises of each year, the Owner submits a Tax Certificate with all supporting documents needed to verify the amount of Sales and Use Taxes and Property Taxes that were paid to the City.

**ARTICLE V
REFUNDS AND ADJUSTMENTS**

5.1 In the event the State of Texas determines that the City erroneously received the 1% Sales Tax Receipts, or that the amount of Sales and Use Tax paid by the State of Texas to the City exceeds the correct amount of Sales and Use Tax applicable to this Agreement, the Owner shall within thirty (30) days after receipt of notification thereof from the City specifying the amount by which such amount exceeded the amount to which the Owner was entitled pursuant to such State of Texas determination, pay such amount to the City. As a condition precedent to payment of such refund, the City shall provide Owner with a copy of such determination by the State of Texas.

5.2 In the event the Owner files an amended Sales and Use Tax return, or report with the State of Texas, or if additional Sales and Use Tax is due and owing, as determined or approved by the State of Texas, affecting the 1% Sales Tax Receipts, the City shall pay to the Owner any underpayment, provided the City has received the respective Sales Tax Receipts attributed to such adjustment. As a condition precedent to payment of such adjustment, the Owner shall provide the City with a copy of any Owner's amended Sales and Use Tax report or return, any relevant receipts, or any relevant direct payment and self-assessment returns.

5.3 The provisions of this Article V shall survive termination of this Agreement.

ARTICLE VI AGREEMENT CONDITIONS

6.1 Minimum Use Condition. During the Term of this Agreement following the issuance of a certificate of occupancy for Owner's occupancy of the Property Improvements on the Premises and continuing thereafter until expiration of this Agreement or earlier termination of same, the Owner agrees to occupy the Premises and operate an indoor/outdoor restaurant space and ancillary facilities.

6.2 Compliance with the Agreement. The Owner must certify annually to the governing body of the City as to its attainment of the stated performance measures described herein by submitting an annual compliance report and appropriate support documentation, no later than January 15th of each year after the issuance of the certificate of occupancy and continuing until the expiration of the Agreement to the City's Director of Economic Development.

ARTICLE VII TERMINATION

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

1. By written agreement of the parties;
2. Expiration of the Term;
3. By either party in the event the other party breaches any of the terms or conditions of this Agreement and such breach is not cured within sixty (60) days after written notice thereof;
4. By City, if Owner suffers an Event of Bankruptcy; and
5. By City, if any taxes, assessments or payments owed to the City or the State of Texas by Owner shall become delinquent and not cured within sixty (60) days after written notice thereof (provided, however the Owner retains the right to timely and properly protest and contest any such taxes or assessments).

In the event the Agreement is terminated by the City pursuant to this Article (3), (4), or (5), the Owner shall be ineligible for further grants pursuant to this Agreement.

ARTICLE VIII MISCELLANEOUS

8.1 The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. This Agreement cannot be assigned by the Owner unless written permission is first granted by the City, which consent shall not be unreasonably withheld, so long as the Owner's assignee agrees to be bound by all terms and conditions of this Agreement. It is understood and agreed between the parties that the Owner, in performing its obligations



thereunder, is acting independently, and the City assumes no responsibility or liabilities in connection therewith to third parties; it is further understood and agreed between the parties that the City, in performing its obligations hereunder, is acting independently, and the Owner assumes no responsibilities in connection therewith to third parties.

8.2 The Owner further agrees that the City, its agents and employees, shall have reasonable rights of access to the Premises to inspect the Premises in order to ensure that the construction of the improvements to the Premises is in accordance with all applicable agreements with the City, including this Agreement, and all applicable state and local laws and regulations, as well as the continuing right, subject to Owner's reasonable security requirements, to inspect the Premises to ensure that the Premises are thereafter maintained, operated, and occupied in accordance with all applicable agreements with the City, provided that with respect to matters concerning this Agreement (i) the City must give the Owner reasonable prior telephone or written notice of any such inspection, and (ii) a representative of the Owner shall have the right to accompany the agent or employee of the City who is conducting such inspection. The City represents and warrants that the Premises does not include any property that is owned by a member of the City Council having responsibility for the approval of this Agreement.

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

For City by notice to:

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

For Owner by notice to:

MATTITO'S FIVE LLC.
12655 N. CENTRAL EXPY #920
Dallas, TX 75243

With a copy to:

The Law Offices of David T. Denney, PC
8350 N. Central Expy, Suite 925
Dallas, TX 75206

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

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

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

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

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

8.8 This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which in the aggregate shall constitute one agreement.

8.9 If any provision contained in this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof. In lieu of each invalid, illegal or unenforceable provision, there shall be added a new provision by agreement of the parties as similar in terms to such invalid, illegal or unenforceable provision as may be possible and yet be valid, legal and enforceable.

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

8.11 This Agreement was authorized by action of the City Council, authorizing the City Manager to execute the Agreement on behalf of the City.

CITY OF LEWISVILLE, TEXAS

Donna Barron, City Manager

ATTEST:

Julie Heinze, City Secretary

APPROVED TO FORM:

Lizbeth Plaster, City Attorney

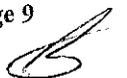
MATTITO'S RESTAURANT

By: 

Name: Jeffrey Frankel

Title: President - MATTITO'S FIVE LLC.

Attachment "A"
LEGAL DESCRIPTION



Attachment "B"
DEVELOPMENT PLAN

A handwritten signature in black ink, appearing to be a stylized 'B' or similar character, located at the bottom right of the page.

MEMORANDUM

TO: Melinda Galler, Assistant City Manager

FROM: Russ Kerbow, Police Chief

DATE: June 12, 2015

SUBJECT: **Approval of an Interlocal Agreement Among the Cities of Lewisville, Denton, and the County of Denton to Jointly Submit a Grant Application to the U.S. Department of Justice Under the Edward Byrne Memorial Justice Assistance Grant Program; and Authorization for the City Manager or her Designee to Execute the Agreement.**

BACKGROUND

The Edward Byrne Memorial Justice Assistance Grant (JAG) program replaced the Local Law Enforcement Block Grant (LLEBG) in Fiscal Year 2004/2005. The JAG grant allows states and local governments to support a broad range of activities to prevent and control crime and to improve criminal justice system processes and procedures. Over the years, the City of Lewisville received several awards totaling \$241,641 under the LLEBG program and \$328,464 under the JAG program.

The JAG program, managed by the U.S. Department of Justice (DOJ), requires participating agencies to submit a joint application for the aggregate funds of \$43,753 allocated to the region for FY 2015/2016. Prior to submitting a joint application, a memorandum of understanding (Interlocal agreement) is required and must be completed and signed by the participating agencies.

ANALYSIS

Denton County is the JAG grant administrator. As the administrator, Denton County will submit the joint grant application, receive all funds, and disburse the funds according to the Interlocal agreement. Additional responsibilities include completing all administration, financial and project reports pertaining to this grant. The term of the agreement covers a multi-year period and the term of this agreement is October 1, 2014 through September 30, 2018. The timing of the funding by the Department of Justice and subsequent announcement to participating agencies comes well after the term begins. Should Council choose to approve the Interlocal agreement as presented, they are ratifying the entire term of the agreement back to October 1, 2014.

The proposed allocation of the \$43,753 is as follows:

COUNTY/CITY	AMOUNT
Denton County	\$4,375.00
City of Denton	\$24,875.50
City of Lewisville	\$14,502.50

The allocation of funds is based on Part I crimes in the Uniform Crime Report. The JAG's theory is that the higher the Part I crimes, the more money needed to combat those issues. The Lewisville Police Department proposes to use its share for the following:

Purchase of 2 Barrier Systems (\$10,400)

Police officers are tasked with a myriad of responsibilities where barrier systems can prove beneficial. These portable systems allow officials to block the view of certain police activities. The barriers can fit easily in the trunk of a police cruiser and be set up by one person within minutes. When crime scenes are located in public view, it is virtually impossible for the victim or their families to maintain any seclusion. This is especially true with smart phone technology and the media on a continual hunt for breaking news. Barrier systems can be set up quickly to maintain privacy and not infringe upon the integrity of the crime scene with tarps or cloths to cover a body.

Leadership Training (\$4,102.25)

Leaders are invaluable when it comes to formulating and communicating new strategies, as well as communicating with and motivating employees to increase dedication to organizational goals. Ongoing leadership skills training is essential to make sure that leaders are on the right track. This leadership training targets the lieutenant rank and higher, and aids in the department's succession planning.

RECOMMENDATION

It is City staff's recommendation that the City Council approve the agreement and all related items as set forth in the caption above.

MEMORANDUM OF UNDERSTANDING FOR INTERLOCAL AGREEMENT
FOR FY 2015 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)
BETWEEN DENTON COUNTY, TEXAS, THE CITY OF DENTON, AND THE CITY OF LEWISVILLE

This Agreement is made and entered into by and between the following entities: DENTON COUNTY, TEXAS, "COUNTY" acting by and through its governing body, the Denton County Commissioners Court; the CITY OF DENTON, "DENTON" acting by and through its governing body, the Denton City Council; and the CITY OF LEWISVILLE, "LEWISVILLE" acting by and through its governing body, the Lewisville City Council. The Cities may be referred to collectively as CITY/TOWN. All parties are herein collectively referred to as "PARTIES".

WITNESSETH

WHEREAS, the PARTIES mutually desire to be subject to the provisions of Interlocal Cooperation Act of the V.T.C.A. Government Code §791; and

WHEREAS, the PARTIES are making a joint application for an Edward Byrne Memorial Justice Assistance Grant (JAG) Program, hereinafter referred to as "GRANT"; and

WHEREAS, the PARTIES are required in conjunction with the GRANT application to process and sign an MOU indicating who will serve as the applicant/fiscal agent for the GRANT as well as the allocation of the GRANT funds between the parties; and

WHEREAS, each party paying for the performance of governmental functions or services must make these payments from current reserves available to the paying party.

NOW THEREFORE, the PARTIES, for the mutual consideration hereinafter stated, agree and understand as follows:

1. PURPOSE

The purpose of this MOU is to establish guidelines for the administration and expenditure of funds pursuant to a grant under the 2015 Edward Byrne Memorial Justice Assistance Grant Program. GMS APPLICATION NUMBER 2015-H2158-TX-DJ.

2. MISSION

The Edward Byrne Memorial Justice Assistance Grant is a funding program administered by the Office of Justice Programs in order to support law enforcement, courts, corrections, treatment, victim services, technology and prevention initiatives that strengthen the nation's criminal justice system. The grant program is as outlined in the application and is incorporated hereto by reference.

3. DESIGNATION OF APPLICANT/FISCAL AGENT.

The PARTIES hereby agree that the COUNTY shall be the designated applicant/fiscal agent in conjunction with the Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

4. ALLOCATION OF GRANT MONIES

The PARTIES hereby agree that they will file a joint application for JAG funds for a total amount of \$43,753.00. The funding will be split as follows:

Denton County	4,375.00
The City of Denton	24,875.50
The City of Lewisville	14,502.50
TOTAL	\$43,753.00

5. RESPONSIBILITIES OF COUNTY

COUNTY shall have the following responsibilities:

(a) COUNTY shall serve as applicant/fiscal agent for the joint JAG application and award.

(b) COUNTY shall draw down the total JAG award in the amount of \$43,753.00, and shall hold these funds in its trust fund.

(c) COUNTY, as the fiscal agent, shall submit all required reports to the JAG program office.

(d) COUNTY will provide each CITY/TOWN its portion of the award when CITY/TOWN provides adequate documentation to substantiate costs for the JAG funded portions.

(e) COUNTY will retain \$4,375.00 as the COUNTY's administrative portion of the award.

6. RESPONSIBILITIES OF CITY/TOWN

CITY/TOWN shall have the following responsibilities:

(a) CITY/TOWN shall provide to COUNTY adequate documentation to substantiate costs for the JAG funded portions of this Program.

(b) CITY/TOWN shall provide to COUNTY all documentation requested by COUNTY for timely submission of required reports to the JAG program office.

7. EXPENDITURES

Each party will be responsible for its agency's expenditures of grant funds and agrees that expenditures will be made in accordance with the guidelines, restrictions, and the application for the award of the FY 2015 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG). Expenditures may include, but are not limited to, training, personnel, equipment, supplies and information systems as fully described in the application.

8. DESIGNATION OF USE OF GRANT FUNDS BY PARTIES

The PARTIES hereby agree that they will use the grant funds by September 30, 2018 or when funds are expended.

9. TERM AND TERMINATION OF AGREEMENT

The term of this Agreement shall be from Oct. 1, 2014, through September 30, 2018.

10. REPORTING OBLIGATIONS

The PARTIES hereby agree that they will timely comply with all reporting obligations as required by the grant's terms. All parties agree that they will share information regarding reporting obligations, as necessary, to comply with all reporting obligations as required by the grant's terms. Records regarding performance of the grant obligations will be maintained by the respective agencies. Each agency will be afforded full access to any records and reports regarding the grant program regardless of who creates, maintains or stores the records. The PARTIES agree to submit reports to COUNTY regarding the execution of the grant programs including, but not limited to performance measures and program assessment data.

11. LIABILITY FOR CLAIMS

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

12. THIRD PARTIES RIGHTS

Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in or for the benefit of third parties.

13. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the PARTIES. No representations, promises, or agreements not expressed herein have been made to induce any party to sign this Agreement. This Agreement shall not be modified except in writing by all parties who have executed the Agreement.

EXECUTED IN DUPLICATE ORIGINALS.

Denton County, Texas	
_____	Signature of Authorized Official
_____	Mary Horn, County Judge
Date Signed	Printed Name of Authorized Official

The City of Denton	
_____	Signature of Authorized Official
_____	Printed Name of Authorized Official
Date Signed	Printed Name of Authorized Official

The City of Lewisville	
_____	Signature of Authorized Official
_____	Printed Name of Authorized Official
Date Signed	Printed Name of Authorized Official



LEWISVILLE

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MEMORANDUM

TO: Mayor Rudy Durham
Mayor Pro Tem R Neil Ferguson
Deputy Mayor Pro Tem Greg Tierney
Councilman Leroy Vaughn
Councilman TJ Gilmore
Councilman Brent Daniels

FROM: Julie Heinze, City Secretary

DATE: June 25, 2015

SUBJECT: Approval of Appointment of Lee McClinton to Place No. 3 of the Lewisville Industrial Development Corporation.

BACKGROUND

At the June 15, 2015 City Council meeting, City Council was able to make appointments to all expiring places with the exception of Place No. 3 of the Lewisville Industrial Development Corporation. Since that time, Mayor Durham and Councilman Vaughn have contacted Lee McClinton who is willing to serve in this position. Ms. McClinton also serves on the Lewisville Housing Finance Corporation (as do all the other members of the Lewisville Industrial Development Corporation).

RECOMMENDATION

It is City staff's recommendation is that the City Council appoint Lee McClinton to Place No. 3 of the Lewisville Industrial Development Corporation.



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MEMORANDUM

TO: Mayor Rudy Durham
Mayor Pro Tem R Neil Ferguson
Deputy Mayor Pro Tem Greg Tierney
Councilman Leroy Vaughn
Councilman TJ Gilmore
Councilman Brent Daniels

FROM: Donna Barron, City Manager

DATE: June 6, 2015

SUBJECT: Approval of a Resolution Setting Two Public Hearings Under Section 43.063 of the Texas Local Government Code for the Annexation of 0.418 Acres Adjacent to the City of Lewisville, Texas, Generally Located East of Standridge Drive, North of Hebron Parkway, West of Swan Forest Drive and South of Sir Tristram Lane and More Particularly Described in Exhibit "D" Attached Hereto; Authorizing the Issuance of Notice by City Staff Regarding the Two Public Hearings; and Directing City Staff to Prepare a Service Plan.

BACKGROUND

At the April 20, 2015 meeting, the City Council approved an ordinance relinquishing extraterritorial jurisdiction over three tracts of land totaling 1.216 acres in favor of the City of Carrollton, Texas and approved a resolution consenting to the addition of land to the boundaries of Denton County Fresh Water Supply District (DCFWSO) 1-C as required by statute for properties located in our extraterritorial jurisdiction.

Castle Hills Property Company acquired a 34.733 acre tract of land (Berndt Property) located in the Town of Hebron and adjacent to the city's ETJ. Castle Hills Property Company requested the extension of the boundaries of DCFWSO 1-C to include this property. A water district is required to petition the city for written consent to add the acquired property to Denton County Fresh Water Supply District 1-C (DCFWSO 1-C) which was approved by the City at the April 20 meeting. The land that will be brought into the boundaries of DCFWSO 1-C is planned to contain 177 lots with single family homes with values that range between \$350,000 and \$500,000.

While Castle Hills Property Company acquired a 34.733 acre tract of land, the petition for addition of the land into DCFWSO 1-C was for 33.094 acres. Not included in the petition was a 1.078 acre tract of land for the expansion of Standridge Road from a 2 lane to a 4 lane road as required under a settlement agreement approved in 1998. Under this agreement, the developer of the Berndt Property is required to add the 2 lanes to Standridge Road between Hebron Parkway and Polser Lane.



LEWISVILLE

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In addition, land for two turn lanes (which total .138 acres) on Hebron Parkway was not included in the petition for land to be brought into DCFWSD 1-C. The City Council approved relinquishment of a total of 1.216 acres to the City of Carrollton, which includes the 1.078 acres of land planned for the expansion of Standridge Road and the .138 acres of land necessary to construct two turn lanes on Hebron Parkway. Two turn lanes, one located at the intersection of Hebron Parkway and Prairie Drive (.087 acres), and the second turn lane located at the intersection of Hebron Parkway and Standridge Drive (.051 acres), were also relinquished to City of Carrollton. Hebron Parkway lies within the City of Carrollton adjacent to the Berndt tract which leads to both intersections remaining in Carrollton for maintenance and enforcement purposes.

At the April 20, 2015 meeting, the 1996 Operating Agreement was also amended to take into account the additional 33.094 acres of land recommended to be brought into the DCFWSD 1-C. The total acreage included in the agreement is now approximately 2,624.214 acres.

ANALYSIS

Steps must now be taken to place a City of Lewisville boundary around the additional property approved to be added to DCFWSD 1-C. Annexation of a 0.418 acre tract of land is required to create this boundary. Section 43.063 of the Texas Local Government Code requires that the governing body conduct two public hearings in order to annex property. A petition has been received from the property owners requesting the annexation of this property. The hearings must be conducted on or after the 40th day but before the 20th day before the date of the institution of the proceedings. Section 43.065 requires that a service plan be prepared that provides for the full extension of municipal services to the area to be annexed. An ordinance deannexing the existing City of Lewisville boundary which will no longer be necessary and annexing the new boundary will be considered on the August 17, 2015 agenda.

RECOMMENDATION

Staff is requesting that the two public hearings be set for the July 20 City Council meeting and that staff be directed to prepare a service plan for this area.

**Lewisville Industrial Development Corporation
Roster/Terms of Office**

<u>Name</u>	<u>Place No.</u>	<u>Appointed</u>	<u>Reappointed</u>	<u>Expires</u>
R. L. Crawford 2041 Sierra Pl. Lewisville, TX 75077 972-317-8783 (h) 214-675-9676 (c) rl.crawford@NMFN.COM	Place No. 1	6/17/2013	6/15/2015	6/30/2017
Mary E. Smith 1521 Rocky Point Dr. Lewisville, TX 75077 972-746-1423 (c) Mullen_0705@hotmail.com	Place No. 2	6/17/2013	6/16/2014	6/30/2016
VACANT	Place No. 3			6/30/2017
Hurl Scruggs 712 Knollridge Dr. Lewisville, TX 75077 972-221-4323 (h) 972-821-7117 (c) hurlnmary@aol.com	Place No. 4	6/17/2013	6/16/2014	6/30/2016
Charles Emery 2200 N. Garden Ridge Lewisville, TX 75077 972-317-1990 (h) 214-674-8020 (c) fcemery@verizon.net	Place No. 5	11/07/2005	6/15/2015	06/30/2017

CITY OF LEWISVILLE, TEXAS

RESOLUTION NO. _____

A RESOLUTION SETTING TWO PUBLIC HEARINGS UNDER SECTION 43.063 OF THE TEXAS LOCAL GOVERNMENT CODE FOR THE ANNEXATION OF A CERTAIN 0.418 ACRE TRACT OF LAND, GENERALLY LOCATED EAST OF STANDRIDGE DRIVE, NORTH OF HEBRON PARKWAY, WEST OF SWAN FOREST DRIVE AND SOUTH OF SIR TRISTRAM LANE AND MORE SPECIFICALLY DESCRIBED IN EXHIBIT “D” ATTACHED HERETO; AUTHORIZING THE ISSUANCE OF NOTICE BY CITY STAFF REGARDING THE TWO PUBLIC HEARINGS; AND DIRECTING CITY STAFF TO PREPARE A SERVICE PLAN

WHEREAS, the City of Lewisville, Texas (the “City”), is authorized under Section 43.021(2) of the Texas Local Government Code, to annex area adjacent to the City; and

WHEREAS, on June 30, 2015, CH PH 9, LLC (the “Petitioner”), the owner of approximately 0.418 acres within the extraterritorial jurisdiction (the “ETJ”) of the City, submitted and filed with the City Secretary of Lewisville (the “City Secretary”) a petition (“Petition”), attached as **Exhibit A**, requesting an area adjacent to the City (the “Property”) to be annexed and included within the city limits of the City; and

WHEREAS, City staff has determined that this proposed annexation is exempt from the annexation plan requirements of Subchapter C of the Texas Local Government Code because the annexation has been requested by petition of more than 50 percent of the real property owners of the proposed area to be annexed; and

WHEREAS, City staff has further determined that this proposed annexation is exempt from the width requirements set forth in Section 43.054(a) of the Texas Local Government Code because the annexation is initiated on the written petition of the owners of the proposed area to be annexed; and

WHEREAS, the City Council of Lewisville (the “City Council”) wishes to hold two public hearings in accordance with Section 43.063 of the Texas Local Government Code regarding annexation of the Property in accordance with the Petition; and

WHEREAS, in order to hold the two public hearings for the annexation of the Property, notice of each hearing must be published in a newspaper of general circulation in the municipality and in the area proposed for annexation on or after the 20th day but before the 10th day before the date of the hearings, notice for each hearing must be posted on the City’s Internet website and remain posted until the date of the hearings if the City has an Internet website, and

written notice by certified mailed must be given to each railroad company that serves the City and is on the City's tax roll if the company's right-of-way is in the area proposed for annexation; and

WHEREAS, the City Council has determined to hold both public hearings consecutively on July 20, 2015, at 7:00 p.m. at the City Council Chambers, 151 W. Church Street, Lewisville, Texas on the annexation of the Property; and

WHEREAS, the City Council finds that the passage of this Resolution is in the best interest of the citizens of Lewisville.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL:

Section 1. All of the above recitals are hereby found to be true and correct factual determinations of the City and are hereby approved and incorporated by reference as though fully set forth herein.

Section 2. The Petitioners submitted and filed with the City Secretary the Petition on June 30, 2015.

Section 3. That two public hearings are hereby called for July 20, 2015, beginning at 7:00 p.m. at City Hall Council Chambers, 151 W. Church Street, Lewisville, Texas 75057, for the purpose of hearing public testimony with respect to the annexation of the Property. Both public hearings will be held consecutively during the City Council meeting scheduled on July 20, 2015, at 7:00 p.m., with the second public hearing being held immediately following the first public hearing.

Section 4. At such time and place the City Council will hear testimony regarding the annexation of the Property.

Section 5. Attached hereto as **Exhibit A** is the Petition for the annexation of the Property.

Section 6. Attached hereto as **Exhibit B** and **Exhibit C** are forms of the Notice of Public Hearings (the "Notices") the form and substance of which are here by adopted and approved.

Section 7. Attached hereto as **Exhibit D** is a legal description and depiction of the approximately 0.418 acres of property to be annexed.

Section 8. City Staff is hereby authorized and directed to cause said Notices to be published in substantially the form attached hereto, be published in a newspaper of general circulation in the municipality and in the area proposed for annexation on or after the 20th day but before the 10th day before the date of the hearings, notices for each hearing shall be posted on the City's Internet website and remain posted until the date of the hearings if the City has an

Internet website, and written notice by certified mailed shall be given to each railroad company that serves the City and is on the City's tax roll if the company's right-of-way is in the area proposed for annexation, as required by law. City Staff shall provide notices on or after the 20th day but before the 10th day before the public hearings.

Section 9. City staff is hereby authorized and directed to prepare a service plan in accordance with Texas Local Government Code Section 43.065 that provides for the extension of full municipal services to the area to be annexed before the publication of Notice of the first hearing.

Section 10. If any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the City Council hereby determines that it would have adopted this Resolution without the invalid provision.

Section 11. This Resolution shall be in full force and effect from and after its passage, and it is accordingly so resolved.

PASSED AND APPROVED ON THIS _____ DAY OF _____, 2015.

Rudy Durham, Mayor

ATTEST:

Julie Heinze, City Secretary

Donna Barron, City Manager

APPROVED AS TO FORM:

Lizbeth Plaster, City Attorney

EXHIBIT A

Petition for Annexation

IN WITNESS WHEREOF, this Petition has been executed by the duly authorized representatives of the Petitioner on the 30 day of June, 2015.

PETITIONER:

CH PH 9, LLC

A Texas limited liability company
By BRECO Development Manager, LLC
A Texas limited liability company, its manager

By: [Signature]
Name: Eric Stanley
Title: President and Chief Operating Officer

THE STATE OF TEXAS §
COUNTY OF DENTON §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Eric Stanley, President and Chief Operating Officer of BRECO Development Manager, LLC, a Texas limited liability company, manager of CH PH 9, LLC known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of such corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30th day of June, 2015.



(Notary Seal)

[Signature]
Notary Public in and for the State of Texas

EXHIBIT A

Legal Description of Annexed Land

**0.418 ACRES
IN THE R. HENSWORTH SURVEY
ABSTRACT NO. 578
J. DOOLEY SURVEY
ABSTRACT NO. 343
DENTON COUNTY, TEXAS**

FIELD NOTES TO A PART OF A CALLED 36.5 ACRE TRACT OF LAND IN THE RICHARD HENSWORTH SURVEY, ABSTRACT NO. 578, DENTON COUNTY, TEXAS, DESCRIBED IN A DEED FROM WALTER EDWIN BERNDT AND ANNIE LUCINDA BERNDT TO CHB FARM, L.P., RECORDED IN VOLUME 4477, PAGE 1573, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, AND A PART OF A CALLED 1.451 ACRE TRACT OF LAND IN THE JAMES DOOLEY SURVEY, ABSTRACT NO. 343, DENTON COUNTY, TEXAS, DESCRIBED AS 'TRACT 03' IN A DEED FROM BRIGHT FARM PARTNERSHIP TO CASTLE HILLS DEVELOPMENT CORPORATION, RECORDED IN INSTRUMENT NUMBER 2006-153342, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, THE TWO TRACTS TOGETHER COMPRISING A TOTAL OF 35.444 ACRES OF LAND, MORE OR LESS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A POINT FOR CORNER AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF STANDRIDGE DRIVE (A VARIABLE WIDTH RIGHT-OF-WAY) AND THE SOUTH LINE OF CASTLE HILLS PHASE I, SECTION A, AS RECORDED IN CABINET P, PAGE 318, PLAT RECORDS, DENTON COUNTY, TEXAS;

THENCE SOUTH 01°06'28" EAST WITH SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 4.76' TO A POINT FOR CORNER;

THENCE SOUTH 46°06'28" EAST WITH SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 28.08' TO A POINT FOR CORNER;

THENCE NORTH 89°59'02" EAST DEPARTING SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 34.85' TO THE POINT OF BEGINNING;

THENCE NORTH 88°57'49" EAST A DISTANCE OF 5.00' TO A POINT FOR CORNER;

THENCE SOUTH 00°58'59" EAST A DISTANCE OF 50.00' TO A POINT FOR CORNER;

THENCE SOUTH 89°01'57" WEST A DISTANCE OF 44.99' TO A POINT FOR CORNER;

THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 31.43, A RADIUS OF 19.93', WITH A CHORD BEARING OF SOUTH 43°56'27" WEST A DISTANCE OF 28.28' TO A POINT FOR CORNER;

THENCE SOUTH 00°57'39" EAST A DISTANCE OF 1010.15' TO A POINT FOR CORNER;

THENCE SOUTH 45°48'53" EAST A DISTANCE OF 31.32' TO A POINT FOR CORNER;

THENCE NORTH 89°19'53" EAST A DISTANCE OF 108.00' TO A POINT FOR CORNER;

THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 15.86', WITH A RADIUS OF 217.00', WITH A CHORD BEARING OF SOUTH 88°34'29" EAST A DISTANCE OF 15.86' TO A POINT FOR CORNER;

THENCE SOUTH 86°13'44" EAST A DISTANCE OF 108.48' TO A POINT FOR CORNER;

THENCE NORTH 89°17'44" EAST A DISTANCE OF 422.14' TO A POINT FOR CORNER;

THENCE NORTH 44°05'38" EAST A DISTANCE OF 12.02' TO A POINT FOR CORNER;

THENCE NORTH 89°22'46" EAST A DISTANCE OF 203.47' TO A POINT FOR CORNER;

THENCE NORTH 87°07'43" EAST A DISTANCE OF 249.68' TO A POINT FOR CORNER;

THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 169.74', WITH A RADIUS OF 1135.00', WITH A CHORD BEARING OF NORTH 74°53'48" EAST A DISTANCE OF 169.58' TO A POINT FOR CORNER;

THENCE NORTH 70°36'13" EAST A DISTANCE OF 14.88' TO A POINT FOR CORNER;

THENCE NORTH 00°10'33" WEST A DISTANCE OF 944.43' TO A POINT FOR CORNER;

THENCE SOUTH 88°57'49" WEST A DISTANCE OF 50.01' TO A POINT FOR CORNER;

THENCE NORTH 00°10'33" WEST A DISTANCE OF 10.00' TO A POINT FOR CORNER;

THENCE SOUTH 88°57'49" WEST A DISTANCE OF 49.58' TO A POINT FOR CORNER;

THENCE NORTH 00°53'14" WEST A DISTANCE OF 105.00' TO A POINT FOR CORNER;

THENCE NORTH 88°57'49" EAST A DISTANCE OF 5.00' TO A POINT FOR CORNER;

THENCE SOUTH 00°53'14" EAST A DISTANCE OF 100.00' TO A POINT FOR CORNER;

THENCE NORTH 88°57'49" EAST A DISTANCE OF 49.64' TO A POINT FOR CORNER;

THENCE SOUTH 00°10'33" EAST A DISTANCE OF 10.00' TO A POINT FOR CORNER;

THENCE NORTH 88°57'49" EAST A DISTANCE OF 50.01' TO A POINT FOR CORNER IN THE WEST LINE OF QUAIL CREEK NORTH ADDITION, PHASE 1, AS RECORDED IN CABINET X, PAGE 199, PLAT RECORDS, DENTON COUNTY, TEXAS;

THENCE SOUTH 00°10'33" EAST WITH THE WEST LINE OF SAID QUAIL CREEK NORTH ADDITION A DISTANCE OF 953.05' TO AN "X" CUT FOUND FOR CORNER IN THE NORTH RIGHT-OF-WAY LINE OF HEBRON PARKWAY (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE SOUTH 70°36'13" WEST WITH SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 18.43' TO AN "X" CUT FOR CORNER;

THENCE WITH A CURVE TURNING TO THE RIGHT WITH SAID NORTH RIGHT-OF-WAY LINE WITH AN ARC LENGTH OF 170.84, WITH A RADIUS OF 1140.00', WITH A CHORD BEARING OF SOUTH 74°53'48" WEST A DISTANCE OF 170.68' TO A POINT FOR CORNER;

THENCE SOUTH 87°07'43" WEST WITH SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 250.12' TO A CAPPED IRON ROD FOUND FOR CORNER;

THENCE SOUTH 89°22'46" WEST A DISTANCE OF 201.48' TO A POINT FOR CORNER;

THENCE SOUTH 44°05'38" WEST A DISTANCE OF 12.01' TO A POINT FOR CORNER;

THENCE SOUTH 89°17'44" WEST A DISTANCE OF 424.41' TO A POINT FOR CORNER;

THENCE NORTH 86°13'44" WEST A DISTANCE OF 108.66' TO A POINT FOR CORNER;

THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 15.48', WITH A RADIUS OF 212.00', WITH A CHORD BEARING OF NORTH 88°34'34" WEST A DISTANCE OF 15.48' TO A POINT FOR CORNER;

THENCE SOUTH 89°19'53" WEST A DISTANCE OF 110.07' TO A POINT FOR CORNER;

THENCE NORTH 45°48'53" WEST A DISTANCE OF 35.45' TO A POINT FOR CORNER;

THENCE NORTH 00°57'39" WEST A DISTANCE OF 1012.22' TO A POINT FOR CORNER;

THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 39.28', WITH A RADIUS OF 24.93', WITH A CHORD BEARING OF NORTH 43°56'27" EAST A DISTANCE OF 35.35' TO A POINT FOR CORNER;

THENCE NORTH 89°01'57" EAST A DISTANCE OF 39.99' TO A POINT FOR CORNER;

THENCE NORTH 00°58'59" WEST A DISTANCE OF 44.99' TO THE POINT OF BEGINNING AND ENCLOSING 0.418 OF AN ACRE OF LAND, MORE OR LESS.

EXHIBIT B

**CITY OF LEWISVILLE, TEXAS
NOTICE OF PUBLIC HEARING REGARDING THE ANNEXATION
OF AREA REQUESTED TO BE ANNEXED BY PETITION OF MORE
THAN 50 PERCENT OF THE REAL PROPERTY OWNERS IN THE AREA**

Pursuant to Section 43.063(c) of the Texas Local Government Code, as amended, notice is hereby given that the City Council of the City of Lewisville, Texas (the "City"), will hold a public hearing to accept public comments and discuss the petition filed by **CH PH 9, LLC** (the "Petitioner") requesting that the City annex an area adjacent to the City and owned by the Petitioner.

Time and Place of the Hearing. The public hearing will be held during the City Council meeting scheduled to start at 7:00 *p.m.* on *July 20, 2015*, at *City Hall Council Chambers, 151 W. Church Street, Lewisville, Texas 75057*.

Proposed Annexation. The Property proposed to be annexed includes approximately *0.418* acres of land generally located east of Standridge Drive, north of Hebron Parkway, west of Swan Forest Drive and south of Sir Tristram Lane as more particularly described by a metes and bounds description available at Lewisville City Hall and available for public inspection.

EXHIBIT C

CITY OF LEWISVILLE, TEXAS NOTICE OF PUBLIC HEARING REGARDING THE ANNEXATION OF AREA REQUESTED TO BE ANNEXED BY PETITION OF MORE THAN 50 PERCENT OF THE REAL PROPERTY OWNERS IN THE AREA

Pursuant to Section 43.063(c) of the Texas Local Government Code, as amended, notice is hereby given that the City Council of the City of Lewisville, Texas (the “City”), will hold a public hearing to accept public comments and discuss the petition filed by **CH PH 9, LLC** (the “Petitioner”) requesting that the City annex an area adjacent to the City and owned by the Petitioner.

Time and Place of the Hearing. The second public hearing will be held after the first public hearing regarding the Petitioners’ annexation request during the City Council meeting scheduled to start at 7:00 *p.m.* on *July 20, 2015*, at *City Hall Council Chambers, 151 W. Church Street, Lewisville, Texas 75057.*

Proposed Annexation. The Property proposed to be annexed includes approximately *0.418* acres of land generally located east of Standridge Drive, north of Hebron Parkway, west of Swan Forest Drive and south of Sir Tristram Lane as more particularly described by a metes and bounds description available at Lewisville City Hall and available for public inspection.

EXHIBIT D

Legal Description of *0.418* Acres

EXHIBIT D

**0.418 ACRES
IN THE R. HENSWORTH SURVEY
ABSTRACT NO. 578
J. DOOLEY SURVEY
ABSTRACT NO. 343
DENTON COUNTY, TEXAS**

FIELD NOTES TO A PART OF A CALLED 36.5 ACRE TRACT OF LAND IN THE RICHARD HENSWORTH SURVEY, ABSTRACT NO. 578, DENTON COUNTY, TEXAS, DESCRIBED IN A DEED FROM WALTER EDWIN BERNDT AND ANNIE LUCINDA BERNDT TO CHB FARM, L.P., RECORDED IN VOLUME 4477, PAGE 1573, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, AND A PART OF A CALLED 1.451 ACRE TRACT OF LAND IN THE JAMES DOOLEY SURVEY, ABSTRACT NO. 343, DENTON COUNTY, TEXAS, DESCRIBED AS 'TRACT 03' IN A DEED FROM BRIGHT FARM PARTNERSHIP TO CASTLE HILLS DEVELOPMENT CORPORATION, RECORDED IN INSTRUMENT NUMBER 2006-153342, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, THE TWO TRACTS TOGETHER COMPRISING A TOTAL OF 35.444 ACRES OF LAND, MORE OR LESS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

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THENCE NORTH 00°58'59" WEST A DISTANCE OF 44.99' TO THE POINT OF BEGINNING AND ENCLOSING 0.418 OF AN ACRE OF LAND, MORE OR LESS.

J E Thompson

DATE: 06-23-2015

J.E. THOMPSON II R.P.L.S No. 4857



STATE OF TEXAS

§
§
§

PETITION FOR ANNEXATION OF LANDS

COUNTY OF DENTON

TO THE HONORABLE GOVERNING BODY OF THE CITY OF LEWISVILLE:

COMES NOW **CH PH 9, LLC**, a Texas limited liability company (the "Petitioner"), and hereby requests and petitions the City of Lewisville, Texas (the "City") to annex the lands described in Exhibit "A" attached hereto and incorporated herein for all purposes (the "Property") into the corporate limits of the City, pursuant to the City's authority under Section 1.03 of the City's Charter and Section 43.021 of the Texas Local Government Code, as amended (the "TLGC"). In support of the foregoing, the Petitioner would respectfully show the following:

I.

The Property totals 0.418 acres and is located in Denton County.

II.

The Petitioner is the owner of 100% of the Property in acreage and assessed value, as indicated by the current tax rolls of the Denton County Appraisal District.

III.

The entity executing this Petition is duly authorized and has the corporate authority to execute this Petition and the undersigned requests the annexation of the Property into the corporate limits of the City. This Petition shall be filed with the Secretary of the City.

WHEREFORE, PREMISES CONSIDERED, Petitioner prays that the City Council of the City:

(1) duly consider this Petition, and provide such notice and call such public hearings as may be required pursuant to Section 43.063 of the TLGC to consider this petition and the annexation of the Property; and

(2) grant all matters requested in this Petition.

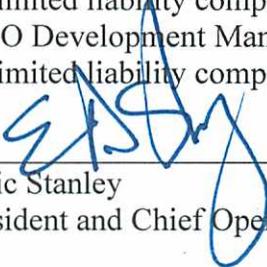
[REST OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Petition has been executed by the duly authorized representatives of the Petitioner on the 30 day of June, 2015.

PETITIONER:

CH PH 9, LLC

A Texas limited liability company
By BRECO Development Manager, LLC
A Texas limited liability company, its manager

By: 
Name: Eric Stanley
Title: President and Chief Operating Officer

THE STATE OF TEXAS §
COUNTY OF DENTON §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Eric Stanley, President and Chief Operating Officer of BRECO Development Manager, LLC, a Texas limited liability company, manager of CH PH 9, LLC known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of such corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30th day of June, 2015.



(Notary Seal)

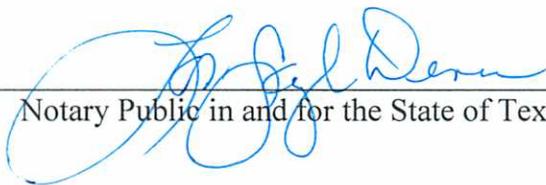

Notary Public in and for the State of Texas

EXHIBIT A

Legal Description of Annexed Land

**0.418 ACRES
IN THE R. HENSWORTH SURVEY
ABSTRACT NO. 578
J. DOOLEY SURVEY
ABSTRACT NO. 343
DENTON COUNTY, TEXAS**

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THENCE SOUTH 46°06'28" EAST WITH SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 28.08' TO A POINT FOR CORNER;

THENCE NORTH 89°59'02" EAST DEPARTING SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 34.85' TO THE POINT OF BEGINNING;

THENCE NORTH 88°57'49" EAST A DISTANCE OF 5.00' TO A POINT FOR CORNER;

THENCE SOUTH 00°58'59" EAST A DISTANCE OF 50.00' TO A POINT FOR CORNER;

THENCE SOUTH 89°01'57" WEST A DISTANCE OF 44.99' TO A POINT FOR CORNER;

THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 31.43, A RADIUS OF 19.93', WITH A CHORD BEARING OF SOUTH 43°56'27" WEST A DISTANCE OF 28.28' TO A POINT FOR CORNER;

THENCE SOUTH 00°57'39" EAST A DISTANCE OF 1010.15' TO A POINT FOR CORNER;

THENCE SOUTH 45°48'53" EAST A DISTANCE OF 31.32' TO A POINT FOR CORNER;

THENCE NORTH 89°19'53" EAST A DISTANCE OF 108.00' TO A POINT FOR CORNER;

THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 15.86', WITH A RADIUS OF 217.00', WITH A CHORD BEARING OF SOUTH 88°34'29" EAST A DISTANCE OF 15.86' TO A POINT FOR CORNER;

THENCE SOUTH 86°13'44" EAST A DISTANCE OF 108.48' TO A POINT FOR CORNER;

THENCE NORTH 89°17'44" EAST A DISTANCE OF 422.14' TO A POINT FOR CORNER;

THENCE NORTH 44°05'38" EAST A DISTANCE OF 12.02' TO A POINT FOR CORNER;

THENCE NORTH 89°22'46" EAST A DISTANCE OF 203.47' TO A POINT FOR CORNER;

THENCE NORTH 87°07'43" EAST A DISTANCE OF 249.68' TO A POINT FOR CORNER;

THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 169.74', WITH A RADIUS OF 1135.00', WITH A CHORD BEARING OF NORTH 74°53'48" EAST A DISTANCE OF 169.58' TO A POINT FOR CORNER;

THENCE NORTH 70°36'13" EAST A DISTANCE OF 14.88' TO A POINT FOR CORNER;

THENCE NORTH 00°10'33" WEST A DISTANCE OF 944.43' TO A POINT FOR CORNER;

THENCE SOUTH 88°57'49" WEST A DISTANCE OF 50.01' TO A POINT FOR CORNER;

THENCE NORTH 00°10'33" WEST A DISTANCE OF 10.00' TO A POINT FOR CORNER;

THENCE SOUTH 88°57'49" WEST A DISTANCE OF 49.58' TO A POINT FOR CORNER;

THENCE NORTH 00°53'14" WEST A DISTANCE OF 105.00' TO A POINT FOR CORNER;

THENCE NORTH 88°57'49" EAST A DISTANCE OF 5.00' TO A POINT FOR CORNER;

THENCE SOUTH 00°53'14" EAST A DISTANCE OF 100.00' TO A POINT FOR CORNER;

THENCE NORTH 88°57'49" EAST A DISTANCE OF 49.64' TO A POINT FOR CORNER;

THENCE SOUTH 00°10'33" EAST A DISTANCE OF 10.00' TO A POINT FOR CORNER;

THENCE NORTH 88°57'49" EAST A DISTANCE OF 50.01' TO A POINT FOR CORNER IN THE WEST LINE OF QUAIL CREEK NORTH ADDITION, PHASE 1, AS RECORDED IN CABINET X, PAGE 199, PLAT RECORDS, DENTON COUNTY, TEXAS;

THENCE SOUTH 00°10'33" EAST WITH THE WEST LINE OF SAID QUAIL CREEK NORTH ADDITION A DISTANCE OF 953.05' TO AN "X" CUT FOUND FOR CORNER IN THE NORTH RIGHT-OF-WAY LINE OF HEBRON PARKWAY (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE SOUTH 70°36'13" WEST WITH SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 18.43' TO AN "X" CUT FOR CORNER;

THENCE WITH A CURVE TURNING TO THE RIGHT WITH SAID NORTH RIGHT-OF-WAY LINE WITH AN ARC LENGTH OF 170.84, WITH A RADIUS OF 1140.00', WITH A CHORD BEARING OF SOUTH 74°53'48" WEST A DISTANCE OF 170.68' TO A POINT FOR CORNER;

THENCE SOUTH 87°07'43" WEST WITH SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 250.12' TO A CAPPED IRON ROD FOUND FOR CORNER;

THENCE SOUTH 89°22'46" WEST A DISTANCE OF 201.48' TO A POINT FOR CORNER;

THENCE SOUTH 44°05'38" WEST A DISTANCE OF 12.01' TO A POINT FOR CORNER;

THENCE SOUTH 89°17'44" WEST A DISTANCE OF 424.41' TO A POINT FOR CORNER;

THENCE NORTH 86°13'44" WEST A DISTANCE OF 108.66' TO A POINT FOR CORNER;

THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 15.48', WITH A RADIUS OF 212.00', WITH A CHORD BEARING OF NORTH 88°34'34" WEST A DISTANCE OF 15.48' TO A POINT FOR CORNER;

THENCE SOUTH 89°19'53" WEST A DISTANCE OF 110.07' TO A POINT FOR CORNER;

THENCE NORTH 45°48'53" WEST A DISTANCE OF 35.45' TO A POINT FOR CORNER;

THENCE NORTH 00°57'39" WEST A DISTANCE OF 1012.22' TO A POINT FOR CORNER;

THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 39.28', WITH A RADIUS OF 24.93', WITH A CHORD BEARING OF NORTH 43°56'27" EAST A DISTANCE OF 35.35' TO A POINT FOR CORNER;

THENCE NORTH 89°01'57" EAST A DISTANCE OF 39.99' TO A POINT FOR CORNER;

THENCE NORTH 00°58'59" WEST A DISTANCE OF 44.99' TO THE POINT OF BEGINNING AND ENCLOSING 0.418 OF AN ACRE OF LAND, MORE OR LESS.



F.M. 544 (POLSER ROAD)

STANDRIDGE

.418
ACRES

5' CITY OF LEWISVILLE STRIP

HEBRON PKWY





LEWISVILLE

Deep Roots. Broad Wings. Bright Future.

MEMORANDUM

TO: Mayor Rudy Durham
Mayor Pro Tem R Neil Ferguson
Deputy Mayor Pro Tem Greg Tierney
Councilman Leroy Vaughn
Councilman TJ Gilmore
Councilman Brent Daniels

FROM: Donna Barron, City Manager

DATE: July 2, 2015

SUBJECT: **Approval of a Resolution Accepting a Petition for and Calling for a Public Hearing for the Addition of Approximately 33.28 Acres of Land to the Currently Existing Lewisville Castle Hills Public Improvement District No. 7 Pursuant to Chapter 372 Texas Local Government Code; and Authorizing the Mailing and Publication of Notice of the Public Hearing.**

BACKGROUND

Chapter 372 of the Local Government Code contemplates the addition of land to a public improvement district after notice and a public hearing.

ANALYSIS

CH PH 9, LLC filed a petition to add approximately 33.28 acres of land to Castle Hills PID No. 7 with the City Secretary's Office on June 30, 2015. The City Council is requested to acknowledge receipt of this petition. In addition, in order to expand a public improvement district, a public hearing is required to consider the advisability of the expansion and proposed improvements. The requested date for the public hearing is August 17, 2015.

RECOMMENDATION

It is City staff's recommendation that the City Council acknowledge receipt of the petition; and approve a resolution calling for a public hearing on August 17, 2015.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, CALLING A PUBLIC HEARING AS TO THE ADDITION OF LANDS TO LEWISVILLE CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 7 WITHIN THE CITY OF LEWISVILLE PURSUANT TO CHAPTER 372 TEXAS LOCAL GOVERNMENT CODE AND AUTHORIZING THE MAILING AND PUBLICATION OF NOTICE OF THE PUBLIC HEARING.

WHEREAS, the City Council of the City (the "City Council") of Lewisville, Texas (the "City") has received a petition (the "Petition") requesting the addition of land to Lewisville Castle Hills Public Improvement District No. 7 (the "District") created on May 6, 2013 within the extraterritorial jurisdiction of the City pursuant to Chapter 372 of the Texas Local Government Code (the "Act"), from the record owners of taxable real property representing more than fifty percent (50%) of the appraised value of the real property liable for assessment (as determined by the most recent certified appraisal roll for Denton County) in the lands to be added to the District and the record owners of taxable real property that constitute more than 50% of all of the area of all taxable real property that is liable for assessment in the lands added to the District under the proposal; and

WHEREAS, the Petition, a copy of which is attached as Exhibit A, has been examined, verified, and found to meet the requirements of Section 372.005(b) of the Act and to be sufficient for consideration by the City Council; and

WHEREAS, Section 372.012 of the Act contemplates the addition of approximately 33.28 acres of land to the District after notice and public hearing; and

WHEREAS, the boundaries of the proposed ("Property for Addition") are described in the attachment to the Petition and shown on the map attached hereto as Exhibit B, said area for the Property for Addition being within the extraterritorial jurisdiction of the City; and

WHEREAS, owners of the taxable real property representing more than 50 percent of the appraised value of the taxable real property in the Property for Addition liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the Property for Addition is located, which owners also own taxable real property that constitutes more than 50 percent of the entire area of all taxable real property in the Property for Addition that is liable for assessment under the proposal, delivered the Petition to the City Secretary of the City of Lewisville, which complied with Section 372.012 of the Act and requested the City Council of the City of Lewisville, Texas, to consider calling a hearing as to the advisability of the addition of the Property for Addition to the boundaries of the District; and

WHEREAS, the City Council accepts the Petition and desires to schedule a public hearing to consider the addition of the Property for Addition to the District;

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

SECTION 1. The City Council of the City of Lewisville, Texas finds that the Petition complies with the Act; and

SECTION 2. The City Council hereby calls a public hearing for 7:00 p.m., August 17, 2015 in the Council Chambers of the Lewisville City Hall, 151 West Church Street, Lewisville, Texas, giving notice thereof as required by law and hold such hearing on the advisability of the addition of lands and improvements and services for the Property for Addition to Lewisville Castle Hills Public Improvement District No. 7 specified in the Petition.

SECTION 3: THAT notice of said hearing, in the substantially final form presented herewith in Exhibit C with such changes as may be approved by the City's counsel, shall be published in a newspaper of general circulation in the City before the 15th day prior to the hearing as required by the Act; and

SECTION 4: THAT written notice, in the substantially final form presented herewith with such changes as may be approved by the City's counsel, shall be mailed to each property owner, as reflected on the tax rolls, of property subject to assessment under the Property for Addition before the 15th day prior to the date set for the hearing.

SECTION 5. This Resolution shall take effect immediately from and after its passage and it is accordingly so resolved.

[Signature page follows]

Passed by the City Council of City this 6th day of July, 2015.

Rudy Durham, MAYOR

ATTEST:

Julie Heinze, CITY SECRETARY

APPROVED AS TO FORM:

Lizbeth Plaster, CITY ATTORNEY

*Signature Page to Resolution Calling a Public Hearing on the Addition of Lands to
Lewisville Castle Hills Public Improvement District No. 7*

EXHIBIT A

PETITION

(See attached)

A-1

STATE OF TEXAS § PETITION FOR ADDITION OF LAND TO LEWISVILLE
 § CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 7
COUNTY OF DENTON §

TO THE HONORABLE GOVERNING BODY OF THE CITY OF LEWISVILLE:

COMES NOW CH PH 9, LLC (the "Petitioner"), and hereby requests and petitions the City of Lewisville (the "City") to add the lands described in Exhibit "A" attached hereto and incorporated herein for all purposes (the "Property") to the Lewisville Castle Hills Public Improvement District No. 7 (the "District") under and pursuant to the provisions of Chapter 372, Texas Local Government Code, and in support thereof would respectfully show the following:

I.

The Property totals approximately 33.28 acres, and is located in Denton County and in Denton County Fresh Water Supply District No. 1-C. The general nature of the public improvements previously approved to be provided by the District, in phases, is the (i) acquisition, construction and improvement of water, wastewater or drainage facilities and improvements; (ii) acquiring, constructing, improving, widening, narrowing, closing or rerouting streets, roadways or their rights-of-way; (iii) acquisition, by purchase or otherwise, of real property or contract rights in connection with each authorized improvement; and (iv) payment of expenses incurred in the establishment, administration and operation of the District and the costs of issuance or credit enhancement of any bonds issued by or on behalf of the District (collectively, the "Authorized Improvements"). The general nature of the Authorized Improvements to be provided by the District will not be affected by the addition of the Property to the District.

II.

The estimated costs of constructing and acquiring all of the currently proposed public improvements, together with bond issuance costs, legal and financial fees, letter of credit fees and expenses, bond credit enhancement expenses, capitalization of bond interest, the creation of a bond reserve fund, expenses incurred in the establishment, administration and operation of the District and acquisition, by purchase or otherwise, of real property or contract rights in connection with each authorized improvement, was, at the time of the District's creation, estimated to be a total of approximately \$7,600,000, and such estimate will not be affected by the addition of the Property to the District.

III.

The revised boundaries of the proposed District, reflecting the addition of the Property, are fully described in Exhibit "B", attached hereto and made a part hereof for all purposes.

1800008

IV.

The proposed method of assessment will not be affected by the addition of the Property to the District. A revised report will be prepared showing the special benefits accruing to property within the District, including the Property, and how the costs of the public improvements are assessed to property on the basis of special benefit received by the property from the public improvements, including the Property.

V.

All costs incurred by the District shall continue to be paid by the District, and there shall be no apportionment of costs between the District and the City as a whole as a result of the addition of the Property. The addition of the Property will not cause the City to be obligated to provide any funds to finance the proposed improvements except from assessments or contract revenues generated by property within the District.

VI.

Management and administration of the District shall not be affected by the addition of the Property, and therefore the District shall continue to be managed by the City. The ability of the City to contract from time to time with a private company for District administrative services shall not be affected by the addition of the Property to the boundaries of the District.

VII.

The entities executing this Petition are duly authorized and have the corporate authority to execute this Petition and the undersigned request the addition of the Property to the boundaries of the District.

VIII.

The Petitioner is the owner of the majority of the taxable real property described in said Exhibit "A", as shown by the current roll of the Denton County Appraisal District. This Petition shall be filed with the Secretary of the City.

WHEREFORE, PREMISES CONSIDERED, Petitioners pray that the Council:

(1) duly consider this Petition and adopt a Resolution finding that this Petition complies with all legal requirements; and that (i) the improvements to be provided by the District, (ii) the estimated total costs of the improvements, (iii) the method of assessment, and (iv) the

1800008

apportionment of costs between the District and the City of Lewisville, in each case, will not be affected by the addition of the Property to the boundaries of the District;

(2) call a public hearing and give notice thereof in the manner prescribed by Section 372.009 of the Texas Local Government Code, and hold such hearing on the advisability of the improvements and the addition of the Property to the District specified in this Petition; and

(3) grant all matters requested in this Petition and grant such other relief, in law or in equity, to which Petitioner shall show itself to be entitled.

This Petition has been signed by (1) the owners of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment in the Property, as determined by the current roll of the appraisal district in which the Property is located; and (2) record owners of real property liable for assessment in the Property who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment in the Property; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment in the Property.

[Signature Page Follows]

This Petition is hereby filed with the City Secretary of the City in support of the addition of the Property to the District by the City Council as herein provided. The undersigned requests that the City Council grant its consent as above stated.

IN WITNESS WHEREOF, this Petition has been executed by the duly authorized representatives of the Petitioners on the 30 day of June, 2015.

CHPH 9, LLC
a Texas limited liability company
by BRECO Development Manager, LLC
a Texas limited liability company, its Manager

By: 
Name: Eric Stanley
Title: President & COO

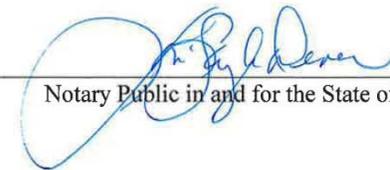
THE STATE OF TEXAS §

COUNTY OF DENTON §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Eric Stanley, President & COO of BRECO Development Manager, LLC, a Texas limited liability company, Manager of CH PH9 LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of such partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30th day of June, 2015.




Notary Public in and for the State of Texas

(Notary Seal)

1800008

EXHIBIT "A"
Description of the Property

33.094 ACRES
IN THE R. HENSWORTH SURVEY
ABSTRACT NO. 578
DENTON COUNTY, TEXAS

FIELD NOTES TO A PART OF A CALLED 38.5 ACRE TRACT OF LAND IN THE RICHARD HENSWORTH SURVEY, ABSTRACT NO. 578, DENTON COUNTY, TEXAS, DESCRIBED IN A DEED FROM WALTER EDWIN BERNDT AND ANNIE LUCINDA BERNDT TO CHB FARM, L.P., RECORDED IN VOLUME 4477, PAGE 1573, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF SAID 38.5 ACRE TRACT FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH THE NORTHWEST CORNER OF SAID 38.5 ACRE TRACT BEARS SOUTH 88°57'79" WEST A DISTANCE OF 5.00';

THENCE NORTH 88°57'48" EAST WITH THE NORTH LINE OF SAID 38.5 ACRE TRACT A DISTANCE OF 1164.93' TO A POINT FOR CORNER;

THENCE SOUTH 00°53'14" EAST A DISTANCE OF 95.00' TO A POINT FOR CORNER;

THENCE NORTH 88°57'49" EAST A DISTANCE OF 49.58' TO A POINT FOR CORNER;

THENCE SOUTH 00°10'33" EAST A DISTANCE OF 10.00' TO A POINT FOR CORNER;

THENCE NORTH 88°57'49" EAST A DISTANCE OF 50.01' TO A POINT FOR CORNER;

THENCE SOUTH 00°10'33" EAST A DISTANCE OF 944.43' TO A POINT FOR CORNER;

THENCE SOUTH 70°38'13" WEST A DISTANCE OF 14.88' TO A POINT FOR CORNER FOR THE BEGINNING OF A CURVE TO THE RIGHT WITH A RADIUS OF 1135.00', A DELTA ANGLE OF 08°34'07", AND A LONG CHORD WHICH BEARS SOUTH 74°53'16" WEST A DISTANCE OF 169.58';

THENCE WITH SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 169.74' TO A POINT FOR CORNER;

THENCE SOUTH 67°07'43" WEST A DISTANCE OF 249.68' TO A POINT FOR CORNER;

THENCE SOUTH 89°22'46" WEST A DISTANCE OF 203.47' TO A POINT FOR CORNER;

THENCE SOUTH 44°05'38" WEST A DISTANCE OF 12.02' TO A POINT FOR CORNER;

THENCE SOUTH 89°17'44" WEST A DISTANCE OF 422.14' TO A POINT FOR CORNER;

THENCE NORTH 86°13'44" WEST A DISTANCE OF 108.48' TO A POINT FOR CORNER FOR THE BEGINNING OF A CURVE TO THE LEFT WITH A RADIUS OF 217.00', A DELTA ANGLE OF 04°11'17", AND A LONG CHORD WHICH BEARS NORTH 88°34'29" WEST A DISTANCE OF 15.86';

THENCE WITH SAID CURVE TO THE LEFT AN ARC DISTANCE OF 15.86' TO A POINT FOR CORNER;

THENCE SOUTH 89°19'53" WEST A DISTANCE OF 108.00' TO A POINT FOR CORNER;

THENCE NORTH 45°48'53" WEST A DISTANCE OF 31.32' TO A POINT FOR CORNER;

THENCE NORTH 00°57'39" WEST A DISTANCE OF 1010.15' TO A POINT FOR CORNER FOR THE BEGINNING OF A CURVE TO THE RIGHT WITH A RADIUS OF 19.93' A DELTA ANGLE OF 90°20'52", AND A LONG CHORD WHICH BEARS NORTH 43°54'05" EAST A DISTANCE OF 28.28';

THENCE WITH SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 31.39' TO A POINT FOR CORNER;

THENCE NORTH 89°01'57" EAST A DISTANCE OF 44.99' TO A POINT FOR CORNER;

THENCE NORTH 00°58'59" WEST A DISTANCE OF 45.00' TO THE POINT OF BEGINNING AND ENCLOSING 33.084 ACRES OF LAND, MORE OR LESS.

J E Thompson

J.E. THOMPSON II R.P.L.S No. 4857

DATE: 04-14-2015



**0.186 ACRES
IN THE R. HENSWORTH SURVEY
ABSTRACT NO. 578
J. DOOLEY SURVEY
ABSTRACT NO. 343
DENTON COUNTY, TEXAS**

FIELD NOTES TO ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE R. HENSWORTH SURVEY, ABSTRACT NUMBER 578 AND THE J. DOOLEY SURVEY, ABSTRACT NUMBER 343, DENTON COUNTY, TEXAS, AND BEING A PART OF STANDRIDGE DRIVE, A VARIABLE WIDTH RIGHT-OF-WAY, A PART OF POLSER ROAD, A VARIABLE WIDTH RIGHT-OF-WAY, AND A PART OF LOT 23, BLOCK D, OF THE CASTLE HILLS ADDITION, PHASE III, SECTION B, AS SHOWN ON THE PLAT THEREOF RECORDED IN CABINET W, PAGE 383 OF THE PLAT RECORDS OF DENTON COUNTY, TEXAS, AND A PART OF A TRACT OF LAND DESCRIBED IN THE DEED TO CH PH 9, LLC, AS RECORDED IN INSTRUMENT NUMBER 2015-63960 OF THE OFFICIAL PUBLIC RECORDS OF DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOR CORNER WHICH BEARS SOUTH 88°53'10" WEST, A DISTANCE OF 5.00 FEET, FROM A 1/2" IRON ROD FOUND IN THE EAST RIGHT-OF-WAY LINE OF SAID STANDRIDGE DRIVE IN THE SOUTH LINE OF SAID CH PH 9 TRACT;

THENCE NORTH 01°06'50" WEST, DEPARTING SAID SOUTH LINE, A DISTANCE OF 10.05 FEET, TO A POINT FOR CORNER;

THENCE SOUTH 88°53'10" WEST, A DISTANCE OF 1495.27 FEET, TO A POINT FOR CORNER;

THENCE NORTH 01°01'36" WEST, ACROSS SAID POLSER ROAD PART OF THE WAY AND WITH THE WEST LINE OF SAID LOT 23, A DISTANCE OF 56.95 FEET, TO A POINT FOR CORNER;

THENCE NORTH 16°19'52" EAST, WITH THE WEST LINE OF SAID LOT 23 A, DISTANCE OF 67.69 FEET, TO A POINT IN THE SOUTH LINE OF THE CASTLE HILLS GOLF COURSE, AS RECORDED IN CABINET B, PAGE 326, SAID PLAT RECORDS, FOR THE NORTHWEST CORNER OF SAID LOT 23;

THENCE NORTH 88°20'14" EAST, WITH THE SOUTH LINE OF SAID CASTLE HILLS GOLF COURSE, A DISTANCE OF 5.26 FEET, TO A POINT FOR CORNER;

THENCE SOUTH 16°19'52" WEST, DEPARTING THE SOUTH LINE OF SAID CASTLE HILLS GOLF COURSE A DISTANCE OF 68.55 FEET, TO A POINT FOR CORNER;

THENCE SOUTH 01°01'36" EAST, A DISTANCE OF 51.18 FEET, TO A POINT FOR CORNER;

THENCE NORTH 88°53'10" EAST, A DISTANCE OF 1495.26 FEET, TO A POINT FOR CORNER;

THENCE SOUTH 01°06'50" EAST, A DISTANCE OF 15.05 FEET, TO A POINT FOR CORNER IN THE SOUTH LINE OF SAID CH PH 9 TRACT;

THENCE SOUTH 88°53'10" WEST, WITH SAID SOUTH LINE, A DISTANCE OF 5.00 FEET, TO THE POINT OF BEGINNING AND ENCLOSING 0.186 ACRES OF LAND, MORE OR LESS.

J E Thompson

DATE: 06-15-2015

J.E. THOMPSON II R.P.L.S No. 4857



THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF THE ENGINEER AND ARCHITECT. THEY ARE TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY REUSE OR MODIFICATION OF THESE PLANS WITHOUT THE WRITTEN CONSENT OF THE ENGINEER AND ARCHITECT IS STRICTLY PROHIBITED. THE USER ASSUMES ALL LIABILITY FOR ANY ERRORS, OMISSIONS, OR INADEQUACIES IN THESE PLANS AND SPECIFICATIONS. THE ENGINEER AND ARCHITECT ACCEPT NO LIABILITY FOR ANY SUCH ERRORS, OMISSIONS, OR INADEQUACIES.



STANDRIDGE DRIVE
HOLY BRAIL DRIVE
POLK ROAD

DATE: 12/31/2024
 PROJECT: [Project Name]
 SHEET NO. 001 OF 001

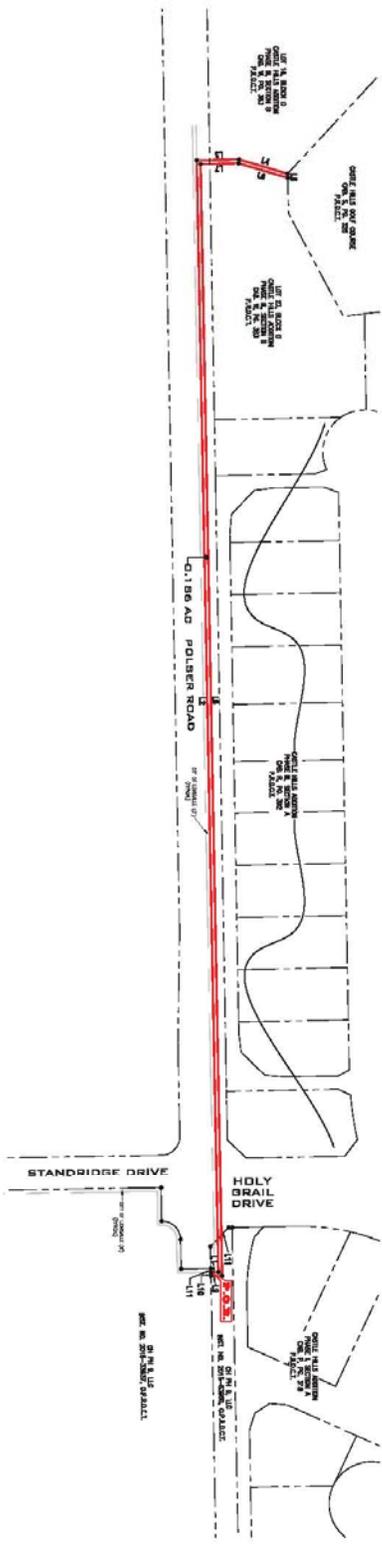


TABLE 1: DISTANCES

LINE	FROM	TO	DISTANCE
1	N	0+00 TO 0+50	50.00
2	N	0+50 TO 1+00	50.00
3	N	1+00 TO 1+50	50.00
4	N	1+50 TO 2+00	50.00
5	N	2+00 TO 2+50	50.00
6	N	2+50 TO 3+00	50.00
7	N	3+00 TO 3+50	50.00
8	N	3+50 TO 4+00	50.00
9	N	4+00 TO 4+50	50.00
10	N	4+50 TO 5+00	50.00
11	N	5+00 TO 5+50	50.00
12	N	5+50 TO 6+00	50.00
13	N	6+00 TO 6+50	50.00
14	N	6+50 TO 7+00	50.00
15	N	7+00 TO 7+50	50.00
16	N	7+50 TO 8+00	50.00
17	N	8+00 TO 8+50	50.00
18	N	8+50 TO 9+00	50.00
19	N	9+00 TO 9+50	50.00
20	N	9+50 TO 10+00	50.00
21	N	10+00 TO 10+50	50.00
22	N	10+50 TO 11+00	50.00
23	N	11+00 TO 11+50	50.00
24	N	11+50 TO 12+00	50.00
25	N	12+00 TO 12+50	50.00
26	N	12+50 TO 13+00	50.00
27	N	13+00 TO 13+50	50.00
28	N	13+50 TO 14+00	50.00
29	N	14+00 TO 14+50	50.00
30	N	14+50 TO 15+00	50.00
31	N	15+00 TO 15+50	50.00
32	N	15+50 TO 16+00	50.00
33	N	16+00 TO 16+50	50.00
34	N	16+50 TO 17+00	50.00
35	N	17+00 TO 17+50	50.00
36	N	17+50 TO 18+00	50.00
37	N	18+00 TO 18+50	50.00
38	N	18+50 TO 19+00	50.00
39	N	19+00 TO 19+50	50.00
40	N	19+50 TO 20+00	50.00
41	N	20+00 TO 20+50	50.00
42	N	20+50 TO 21+00	50.00
43	N	21+00 TO 21+50	50.00
44	N	21+50 TO 22+00	50.00
45	N	22+00 TO 22+50	50.00
46	N	22+50 TO 23+00	50.00
47	N	23+00 TO 23+50	50.00
48	N	23+50 TO 24+00	50.00
49	N	24+00 TO 24+50	50.00
50	N	24+50 TO 25+00	50.00
51	N	25+00 TO 25+50	50.00
52	N	25+50 TO 26+00	50.00
53	N	26+00 TO 26+50	50.00
54	N	26+50 TO 27+00	50.00
55	N	27+00 TO 27+50	50.00
56	N	27+50 TO 28+00	50.00
57	N	28+00 TO 28+50	50.00
58	N	28+50 TO 29+00	50.00
59	N	29+00 TO 29+50	50.00
60	N	29+50 TO 30+00	50.00
61	N	30+00 TO 30+50	50.00
62	N	30+50 TO 31+00	50.00
63	N	31+00 TO 31+50	50.00
64	N	31+50 TO 32+00	50.00
65	N	32+00 TO 32+50	50.00
66	N	32+50 TO 33+00	50.00
67	N	33+00 TO 33+50	50.00
68	N	33+50 TO 34+00	50.00
69	N	34+00 TO 34+50	50.00
70	N	34+50 TO 35+00	50.00
71	N	35+00 TO 35+50	50.00
72	N	35+50 TO 36+00	50.00
73	N	36+00 TO 36+50	50.00
74	N	36+50 TO 37+00	50.00
75	N	37+00 TO 37+50	50.00
76	N	37+50 TO 38+00	50.00
77	N	38+00 TO 38+50	50.00
78	N	38+50 TO 39+00	50.00
79	N	39+00 TO 39+50	50.00
80	N	39+50 TO 40+00	50.00
81	N	40+00 TO 40+50	50.00
82	N	40+50 TO 41+00	50.00
83	N	41+00 TO 41+50	50.00
84	N	41+50 TO 42+00	50.00
85	N	42+00 TO 42+50	50.00
86	N	42+50 TO 43+00	50.00
87	N	43+00 TO 43+50	50.00
88	N	43+50 TO 44+00	50.00
89	N	44+00 TO 44+50	50.00
90	N	44+50 TO 45+00	50.00
91	N	45+00 TO 45+50	50.00
92	N	45+50 TO 46+00	50.00
93	N	46+00 TO 46+50	50.00
94	N	46+50 TO 47+00	50.00
95	N	47+00 TO 47+50	50.00
96	N	47+50 TO 48+00	50.00
97	N	48+00 TO 48+50	50.00
98	N	48+50 TO 49+00	50.00
99	N	49+00 TO 49+50	50.00
100	N	49+50 TO 50+00	50.00



THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF THE ENGINEER AND ARCHITECT. THEY ARE TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY REUSE OR MODIFICATION OF THESE PLANS WITHOUT THE WRITTEN CONSENT OF THE ENGINEER AND ARCHITECT IS STRICTLY PROHIBITED. THE USER ASSUMES ALL LIABILITY FOR ANY ERRORS, OMISSIONS, OR INADEQUACIES IN THESE PLANS AND SPECIFICATIONS. THE ENGINEER AND ARCHITECT ACCEPT NO LIABILITY FOR ANY SUCH ERRORS, OMISSIONS, OR INADEQUACIES.

EXHIBIT "B"

Consists of Parcel 1 which:

Contains approximately 259.71 acres of land in Denton County, Texas and is made up of the following tracts:

Tract A - 223.84 acres save and except the following

Tract C - 3.26 Acres

Tract D - 7.49 Acres

Tract E - 3.96 Acres

Tract K - 0.61 Acres

Tract L - 25.53 Acres

Tract M - 4.24 Acres

Tract N - 4.30 Acres

Tract O - 4.70 Acres

Tract P - 2.22 Acres

Tract Q - 2.08 Acres

Tract R - 1.75 Acres

leaving 163.70 Acres of land.

And

Tract B - 129.27 acres save and except the following

Tract F - 15.83 Acres

Tract G - 5.52 Acres

Tract H - 3.38 Acres

Tract I - 1.49 Acres

Tract J - 7.04 Acres

leaving 96.01 Acres of land ; And

Parcel 2 which:

Contains approximately 1.6841 acres of land in Denton County, Texas, for a total of 161.3941 acres of land as further described herein.

TRACT A
163.70 ACRES

BEING a 163.70 acre tract of land located in Denton County, Texas and being part of the James Dooley Survey, Abstract No. 343, the W.J. Bonner Survey, Abstract No. 122, the Haynes and Bullion Survey, Abstract No. 1691, and the Peyton R. Splana Survey, Abstract No. 1218, and also being, a part of a 2628 acre tract of land known as Denton County Fresh Water Supply District No. 1 (DCFWS No. 1) described in Volume 1191, Page 111 of the Deed Records of Denton County, Texas, and the subject tract being more particularly described as follows:

COMMENCING at the southeast corner of the James Dooley Survey, Abstract No. 343, said point also being the most southerly southeast corner of the said 2628 acre DCFWS No. 1 tract;

THENCE South 88° 56' 42" West, 3223.83 feet to a ½" set iron rod capped "H.A.T. #2901" for corner, said point also being the PLACE OF BEGINNING;

THENCE South 88° 56' 42" West, 142.69 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 27° 42' 24" West, 126.90 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 47° 04' 07" West, 856.53 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 54° 06' 17" West, 401.68 feet to a ½" set iron rod at the beginning of a tangent curve to the right, having a central angle of 50° 22' 29", a radius of 224.58 feet, and a chord bearing North 28° 55' 02" sec. West;

THENCE along said curve, 197.45 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 07° 21' 28" West, 157.05 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 80° 58' 12" West, 464.04 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 81° 31' 32" West, 231.47 feet to a ½" set iron rod

capped "H.A.T. #2901" for corner;

THENCE North 80° 44' 56" West, 184.19 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 74° 28' 35" West, 199.02 feet to a ½" set iron rod at the beginning of a tangent curve to the right, having a central angle of 145° 58' 16", a radius of 156.82 feet, and a chord bearing North 01° 29' 27" West;

THENCE along said curve, 399.52 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 67° 27' 06" East, 71.78 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 09° 44' 19" West, 302.10 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 00° 33' 36" West, 292.22 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 26° 33' 02" East, 19.51 feet to a ½" set iron rod at the beginning of a tangent curve to the right, having a central angle of 44° 47' 47", a radius of 185.81 feet, and a chord bearing North 48° 56' 56" East;

THENCE along said curve, 145.28 feet to a ½" set iron rod at the beginning of a tangent curve to the right, having a central angle of 13° 50' 57", a radius of 364.88 feet, and a chord bearing North 78° 16' 18" East;

THENCE along said curve, 88.20 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 01° 02' 45" West, 443.98 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 89° 28' 50" West, 798.12 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 02° 27' 12" East, 1,175.08 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 29° 09' 03" East, 1,093.90 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 35° 09' 07" East, 693.67 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 89° 49' 09" East, 405.05 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE East 190.66 feet to a ½" set iron rod at the beginning of a tangent curve to the right, having a central angle of 17° 17' 45", a radius of 2150.00 feet, and a chord bearing South 81° 21' 08" East;

THENCE along said curve, 649.01 feet to a ½" set iron rod at the beginning of a tangent curve to the right, having a central angle of 37° 23' 19", a radius of 350.00 feet, and a chord bearing South 54° 00' 36" East;

THENCE along said curve, 228.39 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 12° 44' 40" East, 199.46 feet to a ½" set iron rod at the beginning of a tangent curve to the left, having a central angle of 40° 03' 58", a radius of 482.00 feet, and a chord bearing North 41° 12' 35" West,

THENCE along said curve, 337.06 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 61° 14' 34" East, 560.00 feet to a ½" set iron rod at the beginning of a tangent curve to the right, having a central angle of 25° 08' 50", a radius of 918.00 feet, and a chord bearing North 48° 40' 09" West,

THENCE along said curve, 402.91 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 47° 49' 19" East, 203.42 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 32° 57' 03" East, 121.97 feet to a ½" set iron rod at the beginning of a tangent curve to the left, having a central angle of 05° 35' 52", a radius of 1031.00 feet, and a chord bearing South 48° 36' 28" East;

THENCE along said curve, 100.73 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 12° 54' 21" West, 14.55 feet to a ½" set iron rod at the beginning of a tangent curve to the left, having a central

angle of $17^{\circ} 29' 08''$, a radius of 1,903.98 feet, a chord bearing South $04^{\circ} 09' 47''$ West;

THENCE along said curve, 581.05 feet to a $\frac{1}{2}$ " set iron rod at the beginning of a tangent curve to the left, having a central angle of $36^{\circ} 03' 49''$, a radius of 294.38 feet, and a chord bearing South $22^{\circ} 36' 41''$ East;

THENCE along said curve, 185.29 feet to a $\frac{1}{2}$ " set iron rod at the beginning of a reverse curve, having a central angle of $18^{\circ} 29' 41''$, a radius of 939.05 feet, and a chord bearing South $31^{\circ} 23' 45''$ East;

THENCE along said curve, 303.12 feet to a $\frac{1}{2}$ " set iron rod capped "H.A.T. #2901" for corner;

THENCE South $21^{\circ} 58' 46''$ East, 25.09 feet to a $\frac{1}{2}$ " set iron rod at the beginning of a tangent curve to the right, having a central angle of $83^{\circ} 00' 12''$, a radius of 29.05 feet, and a chord bearing South $19^{\circ} 31' 21''$ West;

THENCE along said curve, 42.09 feet to a $\frac{1}{2}$ " set iron rod capped "H.A.T. #2901" for corner;

THENCE South $50^{\circ} 17' 09''$ West, 62.67 feet to a $\frac{1}{2}$ " set iron rod at the beginning of a tangent curve to the right, having a central angle of $73^{\circ} 54' 16''$, a radius of 160.94 feet, and a chord bearing South $87^{\circ} 14' 17''$ West;

THENCE along said curve, 207.59 feet to a $\frac{1}{2}$ " set iron rod capped "H.A.T. #2901" for corner;

THENCE North $59^{\circ} 09' 02''$ West, 63.16 feet to a $\frac{1}{2}$ " set iron rod capped "H.A.T. #2901" for corner;

THENCE North $49^{\circ} 21' 18''$ West, 185.78 feet to a $\frac{1}{2}$ " set iron rod capped "H.A.T. #2901" for corner;

THENCE North $15^{\circ} 43' 44''$ West, 217.37 feet to a $\frac{1}{2}$ " set iron rod capped "H.A.T. #2901" for corner;

THENCE North $25^{\circ} 19' 50''$ West, 274.09 feet to a $\frac{1}{2}$ " set iron rod capped "H.A.T. #2901" for corner;

THENCE North $38^{\circ} 36' 50''$ West, 335.10 feet to a $\frac{1}{2}$ " set iron rod capped "H.A.T. #2901" for corner;

THENCE North $65^{\circ} 18' 37''$ West, 238.61 feet to a $\frac{1}{2}$ " set iron rod

capped "H.A.T. #2901" for corner;

THENCE South 52° 44' 06" West, 162.73 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 35° 02' 08" West, 52.11 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 28° 06' 07" West, 155.41 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 39° 02' 31" West, 183.92 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 50° 35' 45" West, 239.94 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 74° 49' 11" West, 143.84 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE 42° 15' 38" West, 575.89 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 42° 20' 02" West, 852.13 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 26° 15' 57" West, 326.84 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 43° 17' 57" East, 89.64 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 38° 13' 18" East, 247.33 feet to a ½" set iron rod at the beginning of a tangent curve to the left, having a central angle of 40° 58' 15", a radius of 200.00 feet, and a chord bearing South 58° 42' 26" East;

THENCE along said curve, 143.02 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 79° 11' 33" East, 268.87 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 79° 13' 27" East, 82.82 feet to a ½" set iron rod at the beginning of a tangent curve to the left, having a central angle of 29° 02' 44", a radius of 400.00 feet, and a chord bearing North 86° 15' 11" East;

THENCE along said curve, 202.78 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 71° 43' 49" East, 115.81 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 39° 10' 18" East, 998.57 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 62° 52' 16" East, 824.76 feet to a ½" set iron rod at the beginning of a tangent curve to the right, having a central angle of 43° 24' 32", a radius of 110.25 feet, and a chord bearing North 84° 34' 32" East;

THENCE along said curve, 83.53 feet to a ½" set iron rod at the beginning of a tangent curve to the right, having a central angle of 126° 06' 25", a radius of 69.25 feet, and a chord bearing South 10° 39' 59" East;

THENCE along said curve, 152.42 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 48° 48' 45" West, 861.46 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 38° 33' 41" West, 877.96 feet to a ½" set iron rod at the beginning of a tangent curve to the right, having a central angle of 15° 21' 19", a radius of 222.47 feet, and a chord bearing South 46° 14' 21" West;

THENCE along said curve, 59.62 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 03° 35' 50" East, 154.93 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 49° 27' 43" East, 711.80 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 24° 08' 57" East, 45.03 feet to a ½" set iron rod at the beginning of a tangent curve to the right, having a central angle of 61° 03' 44", a radius of 158.03 feet, and a chord bearing South 06° 22' 55" West;

THENCE along said curve, 168.42 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 06° 55' 04" East, 560.03 feet to a ½" set iron rod

capped "H.A.T. #2901", for corner, said point also being the POINT OF BEGINNING and containing 223.84 acres of land, more or less;

SAVE AND EXCEPT a 3.26 acre tract known as Tract C, a 7.49 acre tract known as Tract D, a 3.96 acre tract known as Tract E, a 0.61 acre tract known as Tract K, a 25.53 acre tract known as Tract L, a 4.24 acre tract known as Tract M, a 4.30 acre tract known as Tract N, a 4.70 acre tract known as Tract O, a 2.22 acre tract known as Tract P, a 2.08 acre tract known as Tract Q, and a 1.75 acre tract known as Tract R, leaving an area of 163.70 acres of land, more or less.

TRACT C
3.26 ACRES

BEING a 3.26 acre tract of land located in the Denton County, Texas and being part of the James Dooley Survey, Abstract No. 343 and also being, a part of a 2,628 acre tract of land known as Denton County Fresh Water Supply District No. 1 (DCFWS No. 1) described in Volume 1191, Page 111 of the Deed Records of Denton County, Texas, and the subject tract being more particularly described as follows:

COMMENCING at the Southeast corner of the James Dooley Survey, Abstract No. 343, said Point of Commencing also being the most Southerly Southeast corner of the said 2,628 acre DCFWS No. 1 tract;

THENCE North $72^{\circ} 02' 36''$, 4,156.13 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point being the POINT OF BEGINNING;

THENCE South $76^{\circ} 57' 09''$ West, 656.61 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North $07^{\circ} 21' 28''$ West, 70.35 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North $76^{\circ} 57' 09''$ East, 167.20 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North $33^{\circ} 38' 04''$ West, 425.25 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South $79^{\circ} 12' 26''$ East, 179.60 feet to a 1/2" set iron rod at the beginning of a tangent curve to the left, having a central angle of $22^{\circ} 23' 50''$, a radius of 399.40 feet, and a chord bearing North $89^{\circ} 35' 39''$ East;

THENCE along said curve, 156.13 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North $73^{\circ} 57' 07''$ East, 70.10 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South $13^{\circ} 02' 51''$ East, 295.22 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North $76^{\circ} 57' 09''$ East, 257.97 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South $03^{\circ} 35' 50''$ East, 70.96 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING and containing 3.26 acre of land, more or less.

TRACT D
7.49 ACRES

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BEING a 7.49 acre tract of land located in the Denton County, Texas and being part of the James Dooley Survey, Abstract No. 343 and the Haynes & Bullion Survey, Abstract No. 1691, and also being, a part of a 2,628 acre tract of land known as Denton County Fresh Water Supply District No. 1 (DCFWS No. 1) described in Volume 1191, Page 111 of the Deed Records of Denton County, Texas, and the subject tract being more particularly described as follows:

COMMENCING at the Southeast corner of the James Dooley Survey, Abstract No. 343, said Point of Commencing also being the most Southerly Southeast corner of the said 2,628 acre DCFWS No. 1 tract;

THENCE North $72^{\circ} 41' 19''$ West, 5,752.71 feet to a $1/2''$ set iron rod capped "H.A.T. #2901" for corner, said point being the POINT OF BEGINNING;

THENCE North $9^{\circ} 44' 19''$ West, 302.10 feet to a $1/2''$ set iron rod capped "H.A.T. #2901" for corner;

THENCE North $00^{\circ} 33' 36''$ West, 292.22 feet to a $1/2''$ set iron rod capped "H.A.T. #2901" for corner;

THENCE North $26^{\circ} 33' 02''$ East, 19.51 feet to a $1/2''$ set iron rod at the beginning of a tangent curve to the right, having a central angle of $44^{\circ} 47' 47''$, a radius of 185.81 feet, and a chord bearing North $47^{\circ} 34' 11''$ East;

THENCE along said curve, 145.28 feet to a $1/2''$ set iron rod at the beginning of a tangent curve to the right, having a central angle of $13^{\circ} 50' 57''$, a radius of 364.88 feet, and a chord bearing North $78^{\circ} 16' 18''$ East;

THENCE along said curve, 88.20 feet to a $1/2''$ set iron rod capped "H.A.T. #2901" for corner;

THENCE North $01^{\circ} 02' 27''$ West, 443.98 feet to a $1/2''$ set iron rod capped "H.A.T. #2901" for corner;

THENCE South $89^{\circ} 28' 50''$ West, 798.16 feet to a $1/2''$ set iron rod capped "H.A.T. #2901" for corner;

THENCE North $01^{\circ} 38' 01''$ East, 150.34 feet to a $1/2''$ set iron rod capped "H.A.T. #2901" for corner;

THENCE North $89^{\circ} 28' 50''$ East, 892.06 feet to a $1/2''$ set iron rod capped "H.A.T. #2901" for corner;

THENCE South $00^{\circ} 57' 15''$ East, 571.75 feet to a $1/2''$ set iron rod capped "H.A.T. #2901" for corner;

THENCE South $6^{\circ} 49' 29''$ West, 487.86 feet to a $1/2''$ set iron rod capped "H.A.T. #2901" for corner;

THENCE South $36^{\circ} 21' 27''$ West, 319.43 feet to a $1/2''$ set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING and containing 7.49 acres of land, more or less.

TRACT E
3.96 ACRES

BEING a 3.96 acre tract of land located in the Denton County, Texas and being part of the James Dooley Survey, Abstract No. 343, and also being a part of a 2,628 acre tract of land known as Denton County Fresh Water Supply District No. 1 (DCFWS No. 1) described in Volume 1191, Page 111 of the Deed Records of Denton County, Texas, and the subject tract being more particularly described as follows:

COMMENCING at the Southeast corner of the James Dooley Survey, Abstract No. 343, said Point of Commencing also being the most Southerly Southeast corner of the said 2,628 acre DCFWS No. 1 tract;

THENCE North 49° 59' 16" West, 6,231.23 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point being the POINT OF BEGINNING;

THENCE North 66° 41' 35" West, 225.00 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 24° 15' 13" East, 600.00 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 66° 41' 57" East, 350.00 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 35° 58' 49" West, 614.94 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING and containing 3.96 acres of land, more or less.

TRACT K
0.61 ACRES

BEING a 0.61 acre tract of land located in the Denton County, Texas and being part of the James Dooley Survey, Abstract No. 343, and the Horatio Grooms Survey, Abstract No. 440, and also being a part of a 2,628 acre tract of land known as Denton County Fresh Water Supply District No. 1 (DCFWS No. 1) described in Volume 1191, Page 111 of the Deed Records of Denton County, Texas, and the subject tract being more particularly described as follows:

COMMENCING at the Southeast corner of the James Dooley Survey, Abstract No. 343, said Point of Commencing also being the most Southerly Southeast corner of the said 2,628 acre DCFWS No. 1 tract;

THENCE South 88° 56' 21" West, 3,223.63 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point being the POINT OF BEGINNING;

THENCE West, 142.69 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 27° 42' 24" West, 112.95 to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 27° 42' 24" West, 13.95 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 47° 04' 07" West, 19.21 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 88° 21' 12" East, 53.54 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 07° 00' 40" East, 101.04 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 06° 55' 04" East, 100.73 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING and containing 0.61 acres of land, more or less.

TRACT I
25.53 ACRES

BEING a 25.53 acre tract of land located in the Denton County, Texas and being part of the James Dooley Survey, Abstract No. 343, and the Peyton R. Splane Survey, Abstract No. 1218, and the Haynes & Bullion Survey, Abstract No. 1691, and also being, a part of a 2,628 acre tract of land known as Denton County Fresh Water Supply District No. 1 (DCFWS No. 1) described in Volume 1191, Page 111 of the Deed Records of Denton County, Texas, and the subject tract being more particularly described as follows:

COMMENCING at the Southeast corner of the James Dooley Survey, Abstract No. 343, said Point of Commencing also being the most Southerly Southeast corner of the said 2,628 acre DCFWS No. 1 tract;

THENCE North 61° 00' 42" West, 6,237.93 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said corner being the PLACE OF BEGINNING;

THENCE South 89° 32' 04" West, 439.88 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 24° 01' 26" East, 2,783.61 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 88° 11' 58" East, 432.11 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 24° 01' 04" West, 2,764.70 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING and containing 25.53 acres of land, more or less.

TRACT M
4.24 ACRES

BEING a 4.24 acre tract of land located in the Denton County, Texas and being part of the James Dooley Survey, Abstract No. 343, and also being, a part of a 2,628 acre tract of land known as Denton County Fresh Water Supply District No. 1 (DCFWS No. 1) described in Volume 1191, Page 111 of the Deed Records of Denton County, Texas, and the subject tract being more particularly described as follows:

COMMENCING at the Southeast corner of the James Dooley Survey, Abstract No. 343, said Point of Commencing also being the most Southerly Southeast corner of the said 2,628 acre DCFWS No. 1 tract;

THENCE North 67° 07' 43" West, 5,398.88 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point being the PLACE OF BEGINNING;

THENCE North 11° 33' 57" East, 318.84 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 52° 15' 14" East, 443.72 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 25° 58' 16" East, 353.37 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 13° 51' 05" East, 300.45 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 37° 40' 11" East, 93.47 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 85° 10' 19" East, 148.97 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 42° 15' 38" West, 575.89 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 42° 20' 02" West, 852.13 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING and containing 4.24 acres of land, more or less.

TRACT N
4.30 ACRES

BEING a 4.30 acre tract of land located in the Denton County, Texas and being part of the James Dooley Survey, Abstract No. 343, and the Payton R. Splane Survey, Abstract No. 1218, and also being, a part of a 2,628 acre tract of land known as Denton County Fresh Water Supply District No. 1 (DCFWS No. 1) described in Volume 1191, Page 111 of the Deed Records of Denton County, Texas, and the subject tract being more particularly described as follows:

COMMENCING at the Southeast corner of the James Dooley Survey, Abstract No. 343, said Point of Commencing also being the most Southerly Southeast corner of the said 2,628 acre DCFWS No. 1 tract;

THENCE North 43° 40' 47" West, 7,149.67 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point being the POINT OF BEGINNING;

THENCE South 86° 17' 55" West, 532.06 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 35° 09' 07" East, 522.12 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 89° 49' 09" East, 405.05 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 24° 03' 40" West, 428.51 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING and containing 4.30 acres of land, more or less.

TRACT O
4.70 ACRES

BEING a 4.70 acre tract of land located in the Denton County, Texas and being part of the James Dooley Survey, Abstract No. 343, and also being a part of a 2,626 acre tract of land known as Denton County Fresh Water Supply District No. 1 (DCFWSO No. 1) described in Volume 1191, Page 111 of the Deed Records of Denton County, Texas, and the subject tract being more particularly described as follows:

COMMENCING at the Southeast corner of the James Dooley Survey, Abstract No. 343, said Point of Commencing also being the most Southerly Southeast corner of the said 2,628 acre DCFWSO No. 1 tract;

THENCE North 69°12'56" West, 5,414.14 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING;

THENCE North 13°18'54" East, 826.43 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 39°04'09" East, 700.00 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 76°48'33" East, 100.00 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 13°51'05" West, 300.45 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 25°58'16" West, 353.37 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 52°15'14" West, 443.72 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 11°33'57" West, 318.84 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 26°15'57" West, 197.51 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING and containing 4.70 acres of land, more or less.

TRACT P
2.22 ACRES

BEING a 2.22 acre tract of land located in the Denton County, Texas and being part of the Haynes & Bullion Survey, Abstract No. 1691 and the James Dooley Survey, Abstract No. 343, and also being a part of a 2,626 acre tract of land known as Denton County Fresh Water Supply District No. 1 (DCFWS No. 1) described in Volume 1191, Page 111 of the Deed Records of Denton County, Texas, and the subject tract being more particularly described as follows:

COMMENCING at the Southeast corner of the James Dooley Survey, Abstract No. 343, said Point of Commencing also being the most Southerly Southeast corner of the said 2,628 acre DCFWS No. 1 tract;

THENCE North $63^{\circ}25'23''$ West, 5,867.62 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING;

THENCE North $00^{\circ}57'15''$ West, 400.00 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South $89^{\circ}25'19''$ West, 202.15 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North $24^{\circ}01'04''$ East, 250.00 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South $65^{\circ}58'56''$ East, 352.68 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South $24^{\circ}01'04''$ West, 528.47 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING and containing 2.22 acres of land, more or less.

TRACT Q
2.08 ACRES

BEING a 2.08 acre tract of land located in the Denton County, Texas and being part of the James Dooley Survey, Abstract No. 343, and also being a part of a 2,626 acre tract of land known as Denton County Fresh Water Supply District No. 1 (DCFWS No. 1) described in Volume 1191, Page 111 of the Deed Records of Denton County, Texas, and the subject tract being more particularly described as follows:

COMMENCING at the Southeast corner of the James Dooley Survey, Abstract No. 343, said Point of Commencing also being the most Southerly Southeast corner of the said 2,628 acre DCFWS No. 1 tract;

THENCE North $31^{\circ}14'01''$ West, 5,539.41 feet to a 1/2" set iron rod capped "H.A.T. #2901" at the beginning of a non-tangent curve to the left, having a central angle of $03^{\circ}00'18''$, a radius of 1,055.54, and a chord bearing North $59^{\circ}54'01''$ West, said point also being the POINT OF BEGINNING;

THENCE along said curve, 55.36 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North $61^{\circ}14'34''$ West, 560.00 feet to a 1/2" set iron rod capped "H.A.T. #2901" at the beginning of a tangent curve to the right, having a central angle of $15^{\circ}16'22''$, a radius of 318.00, and a chord bearing North $53^{\circ}36'23''$ West for corner;

THENCE along said curve, 84.77 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South $79^{\circ}40'38''$ East, 750.00 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South $31^{\circ}36'08''$ West, 250.00 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING and containing 2.08 acres of land, more or less.

TRACT R
1.75 ACRES

BEING a 1.75 acre tract of land located in the Denton County, Texas and being part of the Haynes & Bullion Survey, Abstract No. 621, and also being a part of a 2,626 acre tract of land known as Denton County Fresh Water Supply District No. 1 (DCFWS No. 1) described in Volume 1191, Page 111 of the Deed Records of Denton County, Texas, and the subject tract being more particularly described as follows:

COMMENCING at the Southeast corner of the James Dooley Survey, Abstract No. 343, said Point of Commencing also being the most Southerly Southeast corner of the said 2,628 acre DCFWS No. 1 tract;

THENCE North 04°40'06" East, 54,560.29 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING;

THENCE South 74°29'15" West, 56.93 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 83°33'43" West, 151.96 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 33°42'40" West, 282.58 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 00°16'18" West, 280.10 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 35°09'02" East, 632.28 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING and containing 1.75 acres of land, more or less.

TRACT B
96.01 ACRES

BEING a 96.01 acre tract of land located in Denton County, Texas and being part of the James Dooley Survey, Abstract No. 343, the Peyton R. Splane Survey, Abstract No. 1218, the Haynes and Bullion Survey, Abstract No. 621, the Amos Singleton Survey Abstract No. 1138, and also being a part of a 2628 acre tract of land known as Denton County Fresh Water Supply District No. 1 (DCFWS No. 1) described in Volume 1191, Page 111 of the Deed Records of Denton County, Texas, and the subject tract being more particularly described as follows:

COMMENCING at the southeast corner of the James Dooley Survey, Abstract No. 343, said Point of Commencing also being the most southerly southeast corner of the said 2628 acre DCFWS No. 1 tract;

THENCE North 28° 36' 20" West, 4,975.70 feet to a ½" set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING;

THENCE North 67° 03' 14" West, 194.94 feet to a ½" set iron rod at the beginning of a tangent curve to the left, having a central angle of 26° 20' 01", a radius of 1055.54 feet, and a chord bearing North 48° 14' 10" West;

THENCE along said curve, 485.14 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 61° 14' 34" West, 560.00 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 30° 29' 12" West, 199.96 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 32° 36' 32" West, 200.90 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 85° 10' 43" East, 444.66 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 30° 02' 21" East, 186.79 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 69° 27' 33" East, 98.32 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 24° 29' 36" East, 211.66 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 04° 37' 16" East, 294.61 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 21° 33' 23" West, 117.46 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 06° 31' 22" East, 104.18 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 14° 02' 52" West, 69.57 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 23° 04' 39" West, 496.48 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 87° 12' 44" East, 492.27 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 19° 16' 24" East, 247.25 feet to a ½" set iron rod at the beginning of a tangent curve to the right, having a central angle of 22° 59' 42", a radius of 381.48 feet, and a chord bearing South 07° 46' 33" East;

THENCE along said curve, 153.10 feet to a ½" set iron rod at the beginning of a reverse curve, having a central angle of 30° 38' 42", a radius of 267.88 feet, and a chord bearing South 11° 36' 03" East;

THENCE along said curve, 143.28 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 08° 23' 19" East, 252.08 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 10° 18' 49" East, 39.76 feet to a ½" set iron rod at the beginning of a tangent curve to the left, having a central angle of 41° 20' 27", a radius of 274.18 feet, and a chord bearing South 30° 59' 02" East;

THENCE along said curve, 197.83 feet to a ½" set iron rod at the beginning of a tangent curve to the left, having a central angle of 47° 13' 39", a radius of 58.18 feet, and a chord bearing South 75° 16' 05" East;

THENCE along said curve, 47.96 feet to a ½" set iron rod at the beginning of a tangent curve to the left, having a central angle of 36° 25' 17", a radius of 334.19 feet, and a chord bearing North 62° 54' 27" East;

THENCE along said curve, 212.44 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 18° 29' 54" East, 20.11 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 34° 39' 43" East, 284.73 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 33° 29' 22" East, 103.04 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 43° 26' 01" East, 496.30 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 65° 57' 35" East, 1,047.82 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 74° 13' 31" East, 678.31 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 77° 35' 32" East, 381.43 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South, 191.23 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 42° 09' 25" East, 578.93 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 33° 50' 07" West, 215.22 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 46° 50' 59" West, 107.99 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 46° 31' 30" East, 651.76 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 73° 42' 03" East, 58.37 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 17° 33' 20" East, 363.49 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 01° 25' 59" East, 249.15 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 89° 37' 33" West, 476.74 feet to ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 37° 49' 45" West, 431.23 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 74° 29' 15" West, 56.93 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 83° 33' 43" West, 151.96 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 33° 42' 40" West, 282.58 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 00° 16' 18" West, 280.10 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 32° 42' 40" West, 495.44 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 75° 18' 01" West, 232.82 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 67° 26' 57" West, 197.19 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 58° 24' 56" West, 20.18 feet to a ½" set iron rod at the beginning of a tangent curve to the right, having a central angle of 35° 38' 45", a radius of 206.54 feet, and a chord bearing South 76° 14' 18" West;

THENCE along said curve, 128.50 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 85° 13' 20" West, 599.88 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 57° 46' 16" West, 560.29 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 38° 30' 50" West, 118.27 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 00° 56' 23" East, 163.30 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 25° 34' 39" West, 136.50 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 78° 07' 15" West, 104.02 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 01° 21' 08" West, 340.55 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 50° 38' 28" West, 339.67 feet to a ½" set iron rod

capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING and containing 129.27 acres of land, more or less; SAVE AND EXCEPT 15.83 acre tract known as Tract F, a 5.52 acre tract known as Tract G, a 3.38 acre tract known as Tract H, a 1.49 acre tract known as Tract I, and a 7.04 acre tract known as Tract J, leaving a net area of 96.01 acres of land, more or less.

TRACT F
15.83 ACRES

BEING a 15.83 acre tract of land located in the Denton County, Texas and being part of the Peyton R. Plans Survey, Abstract No. 1218, the Amos Singleton Survey, Abstract No. 1138, and also being, a part of a 2,628 acre tract of land known as Denton County Fresh Water Supply District No. 1 (DCFWS No. 1) described in Volume 1191, Page 111 of the Deed Records of Denton County, Texas, and the subject tract being more particularly described as follows:

COMMENCING at the Southeast corner of the James Dooley Survey, Abstract No. 343, said Point of Commencing also being the most Southerly Southeast corner of the said 2,628 acre DCFWS No. 1 tract;

THENCE North 23° 54' 02" West, 6,297.52 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point being the POINT OF BEGINNING;

THENCE South 74° 11' 25" West, 413.95 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 79° 38' 33" West, 377.95 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 30° 02' 21" East, 186.79 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 69° 27' 33" East, 98.32 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 24° 29' 36" East, 211.66 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 04° 37' 16" East, 294.61 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 21° 33' 23" West, 117.46 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 06° 31' 22" East, 104.18 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 14° 02' 52" West, 69.57 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 23° 04' 39" West, 496.48 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 87° 12' 44" East, 492.27 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 19° 16' 24" East, 244.56 feet to a 1/2" set iron rod at the beginning of a tangent curve to the right, having a central angle of 22° 30' 52", a radius of 368.28 feet, and a chord bearing South 08° 00' 58" East;

~~THENCE along said curve 144.72 feet to a 1/2" set iron rod at the beginning of a reverse curve to the left, having a central angle of 28° 48' 03", a radius of 301.19 feet, and a chord bearing South 11° 09' 34" East;~~

THENCE along said curve, 151.40 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 08° 31' 38" East, 189.84 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 08° 59' 06" East, 104.28 feet to a tangent curve to the left, having a central angle of 44° 24' 36", a radius of 253.18 feet, and a chord bearing South 31° 11' 24" East;

THENCE along said curve, 196.24 feet to a tangent curve to the left, having a central angle of 39° 54' 10", a radius of 306.08 feet, and a chord bearing North 62° 54' 27" East;

THENCE along said curve, 231.16 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 37° 02' 26" West, 465.15 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING and containing 15.83 acres of land, more or less.

TRACT G
5.52 ACRES

BEING a 5.52 acre tract of land located in the Denton County, Texas and being part of the Amos Singleton Survey, Abstract No. 1138, and also being, a part of a 2,628 acre tract of land known as Denton County Fresh Water Supply District No. 1 (DCFWSO No. 1) described in Volume 1191, Page 111 of the Deed Records of Denton County, Texas, and the subject tract being more particularly described as follows:

COMMENCING at the Southeast corner of the James Dooley Survey, Abstract No. 343, said Point of Commencing also being the most Southerly Southeast corner of the said 2,628 acre DCFWSO No. 1 tract;

THENCE North 13° 24' 59" West, 6,605.28 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point being the POINT OF BEGINNING;

THENCE North 49° 11' 40" West, 466.73 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 43° 26' 01" East, 237.59 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 65° 57' 34" East, 1,032.46 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 85° 40' 34" West, 755.11 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING and containing 5.52 acres of land, more or less.

TRACT E.
3.38 ACRES

BEING a 3.38 acre tract of land located in the Denton County, Texas and being part of the Amos Singleton Survey, Abstract No. 1138, and Haynes & Bullion Survey, Abstract No. 621, and also being, a part of a 2,628 acre tract of land known as Denton County Fresh Water Supply District No. 1 (DCFWS No. 1) described in Volume 1191, Page 111 of the Deed Records of Denton County, Texas, and the subject tract being more particularly described as follows:

COMMENCING at the Southeast corner of the James Dooley Survey, Abstract No. 343, said Point of Commencing also being the most Southerly Southeast corner of the said 2,628 acre DCFWS No. 1 tract;

THENCE North 46° 13' 33" West, 597.56 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING;

THENCE North 58° 13' 01" West, 534.25 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 06° 41' 48" East, 5,518.49 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 65° 56' 56" West, 569.07 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 74° 02' 35" East, 693.53 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 77° 35' 32" East, 381.43 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South, 191.23 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 42° 09' 25" East, 578.93 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 33° 50' 07" West, 40.58 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING and containing 3.38 acres of land, more or less.

TRACT I
1.49 ACRES

BEING a 1.49 acre tract of land located in the Denton County, Texas and being part of the Haynes & Bullion Survey, Abstract No. 621, and also being a part of a 2,628 acre tract of land known as ~~Denton County Fresh Water Supply District No. 1 (DCFWS No. 1)~~ described in Volume 1191, Page 111 of the Deed Records of Denton County, Texas, and the subject tract being more particularly described as follows:

COMMENCING at the Southeast corner of the James Dooley Survey, Abstract No. 343, said Point of Commencing also being the most Southerly Southeast corner of the said 2,628 acre DCFWS No. 1 tract;

THENCE North 14° 49' 44" East, 4,346.22 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING;

THENCE North 89° 38' 42" West, 476.48 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 37° 53' 23" East, 75.01 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 89° 38' 42" East, 450.59 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 03° 23' 11" West, 225.90 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 14° 49' 28" West, 338.41 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 73° 42' 03" East, 58.37 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 17° 33' 20" East, 363.49 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 01° 25' 59" East, 249.15 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING and containing 1.49 acres of land, more or less.

TRACT J
7.04 ACRES

BEING a 7.04 acre tract of land located in the Denton County, Texas and being part of the James Dooley Survey, Abstract No. 343, and also being, a part of a 2,628 acre tract of land known as Denton County Fresh Water Supply District No. 1 (DCFWS No. 1) described in Volume 1191, Page 111 of the Deed Records of Denton County, Texas, and the subject tract being more particularly described as follows:

COMMENCING at the Southeast corner of the James Dooley Survey, Abstract No. 343, said Point of Commencing also being the most Southerly Southeast corner of the said 2,628 acre DCFWS No. 1 tract;

THENCE North 28° 36' 22" West, 4,975.60 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point being the POINT OF BEGINNING;

THENCE North 67° 03' 14" West, 194.94 feet to a 1/2" set iron rod at the beginning of a tangent curve to the left, having a central angle of 23° 19' 42", a radius of 1,055.54 feet, and a chord bearing North 46° 44' 01" West;

THENCE along said curve, 429.77 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 31° 36' 08" East, 250.00 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 87° 40' 26" East, 630.48 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 01° 21' 08" East, 340.55 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 50° 38' 28" West, 339.67 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING and containing 7.04 acres of land, more or less.

LEGAL DESCRIPTION

BEING a 1.6841 acre tract of land located in the Haynes and Bullion Survey, Abstract number 621 and being part of a called 130 acre tract described by deed to H.R. Bright as recorded in Volume 397, Page 372, Deed Records, Denton County, Texas, (D.R.D.C.T.) and being more particularly described as follows:

BEGINNING at the northwest corner of the Haynes and Bullion Survey, said corner being the southeast interior ell corner of the Amos Singleton Survey, Abstract Number 1138, said point also being the northwest corner of said 130 acre tract, a set 1/2-inch iron rod with a yellow plastic cap stamped "HALFF ASSOC., INC." thereafter referred to as "with cap") for a corner;

THENCE North 88 degrees 58 minutes 37 seconds East, along the north line of said 130 acre tract, said line being a common line between the Haynes and Bullion Survey and the Amos Singleton Survey, a distance of 573.99 feet to a set 1/2-inch iron rod with cap for a corner, said corner being on a non-tangent circular curve to the left having a radius of 612.96 feet and whose chord bears South 79 degrees 57 minutes 41 seconds East a distance of 207.64 feet, said point being on the south right-of-way of Farm to Market Highway 544 (80 feet wide) as recorded in Volume 348, Page 322, D.R.D.C.T.;

THENCE Southeasterly, departing said common line and along said south right-of-way line and along said curve, through a central angle of 19 degrees 30 minutes 12 seconds, for an arc distance of 208.65 feet to a set 1/2-inch iron rod with cap for a corner;

THENCE South 01 degree 16 minutes 07 seconds East, departing said south right-of-way line, a distance of 159.59 feet to a set 1/2-inch iron rod with cap for a corner, said corner being on the north right-of-way line of the Gulf, Colorado, and Santa Fe Railroad Company (150 feet wide) as recorded in Volume 440, Page 201, and Volume 441, Page 146, D.R.D.C.T.;

THENCE North 76 degrees 53 minutes 50 seconds West, along said north right-of-way line, a distance of 558.77 feet to a set 1/2-inch iron rod with cap for the point of curvature of a circular curve to the right having a radius of 9092.37 feet and whose chord bears North 76 degrees 07 minutes 33 seconds West a distance of 244.82 feet;

THENCE Northwesterly, along said north right-of-way line and along said curve, through a central angle of 01 degree 32 minutes 34 seconds, for an arc distance of 244.82 feet to a set 1/2-inch iron rod with cap for a corner;

THENCE North 01 degree 03 minutes 23 seconds West, departing said north right-of-way line a distance of 0.12 feet to the POINT OF BEGINNING and containing 73,358 square feet or 1.6841 acres of land more or less.

C:\WP51\DOCS\DCDD\LEGAL_01\23\98.

**33.094 ACRES
IN THE R. HENSWORTH SURVEY
ABSTRACT NO. 578
DENTON COUNTY, TEXAS**

FIELD NOTES TO A PART OF A CALLED 36.5 ACRE TRACT OF LAND IN THE RICHARD HENSWORTH SURVEY, ABSTRACT NO. 578, DENTON COUNTY, TEXAS, DESCRIBED IN A DEED FROM WALTER EDWIN BERNDT AND ANNIE LUCINDA BERNDT TO CHB FARM, L.P., RECORDED IN VOLUME 4477, PAGE 1573, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF SAID 36.5 ACRE TRACT FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH THE NORTHWEST CORNER OF SAID 36.5 ACRE TRACT BEARS SOUTH 88°57'79" WEST A DISTANCE OF 5.00';

THENCE NORTH 88°57'49" EAST WITH THE NORTH LINE OF SAID 36.5 ACRE TRACT A DISTANCE OF 1164.93' TO A POINT FOR CORNER;

THENCE SOUTH00°53'14" EAST A DISTANCE OF 95.00' TO A POINT FOR CORNER;

THENCE NORTH 88°57'49" EAST A DISTANCE OF 49.58' TO A POINT FOR CORNER;

THENCE SOUTH00°10'33" EAST A DISTANCE OF 10.00' TO A POINT FOR CORNER;

THENCE NORTH 88°57'49" EAST A DISTANCE OF 50.01' TO A POINT FOR CORNER;

THENCE SOUTH00°10'33" EAST A DISTANCE OF 944.43' TO A POINT FOR CORNER;

THENCE SOUTH70°38'13" WEST A DISTANCE OF 14.88' TO A POINT FOR CORNER FOR THE BEGINNING OF A CURVE TO THE RIGHT WITH A RADIUS OF 1135.00', A DELTA ANGLE OF 08°34'07", AND A LONG CHORD WHICH BEARS SOUTH 74°53'16" WEST A DISTANCE OF 169.58';

THENCE WITH SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 169.74' TO A POINT FOR CORNER;

THENCE SOUTH87°07'43" WEST A DISTANCE OF 249.68' TO A POINT FOR CORNER;

THENCE SOUTH 89°22'46" WEST A DISTANCE OF 203.47' TO A POINT FOR CORNER;

THENCE SOUTH 44°05'38" WEST A DISTANCE OF 12.02' TO A POINT FOR CORNER;

THENCE SOUTH 89°17'44" WEST A DISTANCE OF 422.14' TO A POINT FOR CORNER;

THENCE NORTH 86°13'44" WEST A DISTANCE OF 108.48' TO A POINT FOR CORNER FOR THE BEGINNING OF A CURVE TO THE LEFT WITH A RADIUS OF 217.00', A DELTA ANGLE OF 04°11'17", AND A LONG CHORD WHICH BEARS NORTH 88°34'29" WEST A DISTANCE OF 15.86';

THENCE WITH SAID CURVE TO THE LEFT AN ARC DISTANCE OF 15.86' TO A POINT FOR CORNER;

THENCE SOUTH 89°19'53" WEST A DISTANCE OF 108.00' TO A POINT FOR CORNER;

THENCE NORTH 45°48'53" WEST A DISTANCE OF 31.32' TO A POINT FOR CORNER;

THENCE NORTH 00°57'39" WEST A DISTANCE OF 1010.15' TO A POINT FOR CORNER FOR THE BEGINNING OF A CURVE TO THE RIGHT WITH A RADIUS OF 19.93' A DELTA ANGLE OF 90°20'52", AND A LONG CHORD WHICH BEARS NORTH 43°54'05" EAST A DISTANCE OF 28.28';

THENCE WITH SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 31.39' TO A POINT FOR CORNER;

THENCE NORTH 89°01'57" EAST A DISTANCE OF 44.99' TO A POINT FOR CORNER;

THENCE NORTH 00°58'59" WEST A DISTANCE OF 45.00' TO THE POINT OF BEGINNING AND ENCLOSING 33.094 ACRES OF LAND, MORE OR LESS.

J E Thompson
J.E. THOMPSON II R.P.L.S No. 4857

DATE: 04-14-2015



Page 2 of 3

**0.186 ACRES
IN THE R. HENSWORTH SURVEY
ABSTRACT NO. 578
J. DOOLEY SURVEY
ABSTRACT NO. 343
DENTON COUNTY, TEXAS**

FIELD NOTES TO ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE R. HENSWORTH SURVEY, ABSTRACT NUMBER 578 AND THE J. DOOLEY SURVEY, ABSTRACT NUMBER 343, DENTON COUNTY, TEXAS, AND BEING A PART OF STANDRIDGE DRIVE, A VARIABLE WIDTH RIGHT-OF-WAY, A PART OF POLSER ROAD, A VARIABLE WIDTH RIGHT-OF-WAY, AND A PART OF LOT 23, BLOCK D, OF THE CASTLE HILLS ADDITION, PHASE III, SECTION B, AS SHOWN ON THE PLAT THEREOF RECORDED IN CABINET W, PAGE 383 OF THE PLAT RECORDS OF DENTON COUNTY, TEXAS, AND A PART OF A TRACT OF LAND DESCRIBED IN THE DEED TO CH PH 9, LLC, AS RECORDED IN INSTRUMENT NUMBER 2015-63960 OF THE OFFICIAL PUBLIC RECORDS OF DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOR CORNER WHICH BEARS SOUTH 88°53'10" WEST, A DISTANCE OF 5.00 FEET, FROM A 1/2" IRON ROD FOUND IN THE EAST RIGHT-OF-WAY LINE OF SAID STANDRIDGE DRIVE IN THE SOUTH LINE OF SAID CH PH 9 TRACT;

THENCE NORTH 01°06'50" WEST, DEPARTING SAID SOUTH LINE, A DISTANCE OF 10.05 FEET, TO A POINT FOR CORNER;

THENCE SOUTH 88°53'10" WEST, A DISTANCE OF 1495.27 FEET, TO A POINT FOR CORNER;

THENCE NORTH 01°01'36" WEST, ACROSS SAID POLSER ROAD PART OF THE WAY AND WITH THE WEST LINE OF SAID LOT 23, A DISTANCE OF 56.95 FEET, TO A POINT FOR CORNER;

THENCE NORTH 16°19'52" EAST, WITH THE WEST LINE OF SAID LOT 23 A, DISTANCE OF 67.69 FEET, TO A POINT IN THE SOUTH LINE OF THE CASTLE HILLS GOLF COURSE, AS RECORDED IN CABINET B, PAGE 326, SAID PLAT RECORDS, FOR THE NORTHWEST CORNER OF SAID LOT 23;

THENCE NORTH 88°20'14" EAST, WITH THE SOUTH LINE OF SAID CASTLE HILLS GOLF COURSE, A DISTANCE OF 5.26 FEET, TO A POINT FOR CORNER;

THENCE SOUTH 16°19'52" WEST, DEPARTING THE SOUTH LINE OF SAID CASTLE HILLS GOLF COURSE A DISTANCE OF 68.55 FEET, TO A POINT FOR CORNER;

THENCE SOUTH 01°01'36" EAST, A DISTANCE OF 51.18 FEET, TO A POINT FOR CORNER;

THENCE NORTH 88°53'10" EAST, A DISTANCE OF 1495.26 FEET, TO A POINT FOR CORNER;

THENCE SOUTH 01°06'50" EAST, A DISTANCE OF 15.05 FEET, TO A POINT FOR CORNER IN THE SOUTH LINE OF SAID CH PH 9 TRACT;

THENCE SOUTH 88°53'10" WEST, WITH SAID SOUTH LINE, A DISTANCE OF 5.00 FEET, TO THE POINT OF BEGINNING AND ENCLOSING 0.186 ACRES OF LAND, MORE OR LESS.

J E Thompson

DATE: 06-15-2015

J.E. THOMPSON II R.P.L.S No. 4857



EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY FOR ADDITION

(See attached)

EXHIBIT "B"

Consists of Parcel 1 which:

Contains approximately 259.71 acres of land in Denton County, Texas and is made up of the following tracts:

Tract A - 223.84 acres save and except the following

Tract C - 3.26 Acres

Tract D - 7.49 Acres

Tract E - 3.96 Acres

Tract K - 0.61 Acres

Tract L - 25.53 Acres

Tract M - 4.24 Acres

Tract N - 4.30 Acres

Tract O - 4.70 Acres

Tract P - 2.22 Acres

Tract Q - 2.08 Acres

Tract R - 1.75 Acres

leaving 163.70 Acres of land.

And

Tract B - 129.27 acres save and except the following

Tract F - 15.83 Acres

Tract G - 5.52 Acres

Tract H - 3.38 Acres

Tract I - 1.49 Acres

Tract J - 7.04 Acres

leaving 96.01 Acres of land ; And

Parcel 2 which:

Contains approximately 1.6841 acres of land in Denton County, Texas, for a total of 161.3941 acres of land as further described herein.

TRACT A
163.70 ACRES

BEING a 163.70 acre tract of land located in Denton County, Texas and being part of the James Dooley Survey, Abstract No. 343, the W.J. Bonner Survey, Abstract No. 122, the Haynes and Bullion Survey, Abstract No. 1691, and the Peyton R. Splane Survey, Abstract No. 1218, and also being, a part of a 2628 acre tract of land known as Denton County Fresh Water Supply District No. 1 (DCFWS No. 1) described in Volume 1191, Page 111 of the Deed Records of Denton County, Texas, and the subject tract being more particularly described as follows:

COMMENCING at the southeast corner of the James Dooley Survey, Abstract No. 343, said point also being the most southerly southeast corner of the said 2628 acre DCFWS No. 1 tract;

THENCE South 88° 56' 42" West, 3223.83 feet to a ½" set iron rod capped "H.A.T. #2901" for corner, said point also being the PLACE OF BEGINNING;

THENCE South 88° 56' 42" West, 142.69 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 27° 42' 24" West, 126.90 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 47° 04' 07" West, 856.53 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 54° 06' 17" West, 401.68 feet to a ½" set iron rod at the beginning of a tangent curve to the right, having a central angle of 50° 22' 29", a radius of 224.58 feet, and a chord bearing North 28° 55' 02" sec. West;

THENCE along said curve, 197.45 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 07° 21' 28" West, 157.05 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 80° 58' 12" West, 464.04 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 81° 31' 32" West, 231.47 feet to a ½" set iron rod

capped "H.A.T. #2901" for corner;

THENCE North 80° 44' 56" West, 184.19 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 74° 28' 35" West, 199.02 feet to a ½" set iron rod at the beginning of a tangent curve to the right, having a central angle of 145° 58' 16", a radius of 156.82 feet, and a chord bearing North 01° 29' 27" West;

THENCE along said curve, 399.52 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 67° 27' 06" East, 71.78 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 09° 44' 19" West, 302.10 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 00° 33' 36" West, 292.22 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 26° 33' 02" East, 19.51 feet to a ½" set iron rod at the beginning of a tangent curve to the right, having a central angle of 44° 47' 47", a radius of 185.81 feet, and a chord bearing North 48° 56' 56" East;

THENCE along said curve, 145.28 feet to a ½" set iron rod at the beginning of a tangent curve to the right, having a central angle of 13° 50' 57", a radius of 364.88 feet, and a chord bearing North 78° 16' 18" East;

THENCE along said curve, 88.20 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 01° 02' 45" West, 443.98 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 89° 28' 50" West, 798.12 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 02° 27' 12" East, 1,175.08 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 29° 09' 03" East, 1,093.90 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 35° 09' 07" East, 693.67 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 89° 49' 09" East, 405.05 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE East 190.66 feet to a ½" set iron rod at the beginning of a tangent curve to the right, having a central angle of 17° 17' 45", a radius of 2150.00 feet, and a chord bearing South 81° 21' 08" East;

THENCE along said curve, 649.01 feet to a ½" set iron rod at the beginning of a tangent curve to the right, having a central angle of 37° 23' 19", a radius of 350.00 feet, and a chord bearing South 54° 00' 36" East;

THENCE along said curve, 228.39 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 12° 44' 40" East, 199.46 feet to a ½" set iron rod at the beginning of a tangent curve to the left, having a central angle of 40° 03' 58", a radius of 482.00 feet, and a chord bearing North 41° 12' 35" West,

THENCE along said curve, 337.06 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 61° 14' 34" East, 560.00 feet to a ½" set iron rod at the beginning of a tangent curve to the right, having a central angle of 25° 08' 50", a radius of 918.00 feet, and a chord bearing North 48° 40' 09" West,

THENCE along said curve, 402.91 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 47° 49' 19" East, 203.42 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 32° 57' 03" East, 121.97 feet to a ½" set iron rod at the beginning of a tangent curve to the left, having a central angle of 05° 35' 52", a radius of 1031.00 feet, and a chord bearing South 48° 36' 28" East;

THENCE along said curve, 100.73 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 12° 54' 21" West, 14.55 feet to a ½" set iron rod at the beginning of a tangent curve to the left, having a central

angle of $17^{\circ} 29' 08''$, a radius of 1,903.98 feet, a chord bearing South $04^{\circ} 09' 47''$ West;

THENCE along said curve, 581.05 feet to a $\frac{1}{2}$ " set iron rod at the beginning of a tangent curve to the left, having a central angle of $36^{\circ} 03' 49''$, a radius of 294.38 feet, and a chord bearing South $22^{\circ} 36' 41''$ East;

THENCE along said curve, 185.29 feet to a $\frac{1}{2}$ " set iron rod at the beginning of a reverse curve, having a central angle of $18^{\circ} 29' 41''$, a radius of 939.05 feet, and a chord bearing South $31^{\circ} 23' 45''$ East;

THENCE along said curve, 303.12 feet to a $\frac{1}{2}$ " set iron rod capped "H.A.T. #2901" for corner;

THENCE South $21^{\circ} 58' 46''$ East, 25.09 feet to a $\frac{1}{2}$ " set iron rod at the beginning of a tangent curve to the right, having a central angle of $83^{\circ} 00' 12''$, a radius of 29.05 feet, and a chord bearing South $19^{\circ} 31' 21''$ West;

THENCE along said curve, 42.09 feet to a $\frac{1}{2}$ " set iron rod capped "H.A.T. #2901" for corner;

THENCE South $50^{\circ} 17' 09''$ West, 62.67 feet to a $\frac{1}{2}$ " set iron rod at the beginning of a tangent curve to the right, having a central angle of $73^{\circ} 54' 16''$, a radius of 160.94 feet, and a chord bearing South $87^{\circ} 14' 17''$ West;

THENCE along said curve, 207.59 feet to a $\frac{1}{2}$ " set iron rod capped "H.A.T. #2901" for corner;

THENCE North $59^{\circ} 09' 02''$ West, 63.16 feet to a $\frac{1}{2}$ " set iron rod capped "H.A.T. #2901" for corner;

THENCE North $49^{\circ} 21' 18''$ West, 185.78 feet to a $\frac{1}{2}$ " set iron rod capped "H.A.T. #2901" for corner;

THENCE North $15^{\circ} 43' 44''$ West, 217.37 feet to a $\frac{1}{2}$ " set iron rod capped "H.A.T. #2901" for corner;

THENCE North $25^{\circ} 19' 50''$ West, 274.09 feet to a $\frac{1}{2}$ " set iron rod capped "H.A.T. #2901" for corner;

THENCE North $38^{\circ} 36' 50''$ West, 335.10 feet to a $\frac{1}{2}$ " set iron rod capped "H.A.T. #2901" for corner;

THENCE North $65^{\circ} 18' 37''$ West, 238.61 feet to a $\frac{1}{2}$ " set iron rod

capped "H.A.T. #2901" for corner;

THENCE South 52° 44' 06" West, 162.73 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 35° 02' 08" West, 52.11 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 28° 06' 07" West, 155.41 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 39° 02' 31" West, 183.92 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 50° 35' 45" West, 239.94 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 74° 49' 11" West, 143.84 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE 42° 15' 38" West, 575.89 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 42° 20' 02" West, 852.13 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 26° 15' 57" West, 326.84 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 43° 17' 57" East, 89.64 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 38° 13' 18" East, 247.33 feet to a ½" set iron rod at the beginning of a tangent curve to the left, having a central angle of 40° 58' 15", a radius of 200.00 feet, and a chord bearing South 58° 42' 26" East;

THENCE along said curve, 143.02 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 79° 11' 33" East, 268.87 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 79° 13' 27" East, 82.82 feet to a ½" set iron rod at the beginning of a tangent curve to the left, having a central angle of 29° 02' 44", a radius of 400.00 feet, and a chord bearing North 86° 15' 11" East;

THENCE along said curve, 202.78 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 71° 43' 49" East, 115.81 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 39° 10' 18" East, 998.57 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 62° 52' 16" East, 824.76 feet to a ½" set iron rod at the beginning of a tangent curve to the right, having a central angle of 43° 24' 32", a radius of 110.25 feet, and a chord bearing North 84° 34' 32" East;

THENCE along said curve, 83.53 feet to a ½" set iron rod at the beginning of a tangent curve to the right, having a central angle of 126° 06' 25", a radius of 69.25 feet, and a chord bearing South 10° 39' 59" East;

THENCE along said curve, 152.42 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 48° 48' 45" West, 861.46 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 38° 33' 41" West, 877.96 feet to a ½" set iron rod at the beginning of a tangent curve to the right, having a central angle of 15° 21' 19", a radius of 222.47 feet, and a chord bearing South 46° 14' 21" West;

THENCE along said curve, 59.62 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 03° 35' 50" East, 154.93 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 49° 27' 43" East, 711.80 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 24° 08' 57" East, 45.03 feet to a ½" set iron rod at the beginning of a tangent curve to the right, having a central angle of 61° 03' 44", a radius of 158.03 feet, and a chord bearing South 06° 22' 55" West;

THENCE along said curve, 168.42 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 06° 55' 04" East, 560.03 feet to a ½" set iron rod

capped "H.A.T. #2901", for corner, said point also being the POINT OF BEGINNING and containing 223.84 acres of land, more or less;

SAVE AND EXCEPT a 3.26 acre tract known as Tract C, a 7.49 acre tract known as Tract D, a 3.96 acre tract known as Tract E, a 0.61 acre tract known as Tract K, a 25.53 acre tract known as Tract L, a 4.24 acre tract known as Tract M, a 4.30 acre tract known as Tract N, a 4.70 acre tract known as Tract O, a 2.22 acre tract known as Tract P, a 2.08 acre tract known as Tract Q, and a 1.75 acre tract known as Tract R, leaving an area of 163.70 acres of land, more or less.

TRACT C
3.26 ACRES

BEING a 3.26 acre tract of land located in the Denton County, Texas and being part of the James Dooley Survey, Abstract No. 343 and also being, a part of a 2,628 acre tract of land known as Denton County Fresh Water Supply District No. 1 (DCFWS No. 1) described in Volume 1191, Page 111 of the Deed Records of Denton County, Texas, and the subject tract being more particularly described as follows:

COMMENCING at the Southeast corner of the James Dooley Survey, Abstract No. 343, said Point of Commencing also being the most Southerly Southeast corner of the said 2,628 acre DCFWS No. 1 tract;

THENCE North $72^{\circ} 02' 36''$, 4,156.13 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point being the POINT OF BEGINNING;

THENCE South $76^{\circ} 57' 09''$ West, 656.61 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North $07^{\circ} 21' 28''$ West, 70.35 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North $76^{\circ} 57' 09''$ East, 167.20 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North $33^{\circ} 38' 04''$ West, 425.25 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South $79^{\circ} 12' 26''$ East, 179.60 feet to a 1/2" set iron rod at the beginning of a tangent curve to the left, having a central angle of $22^{\circ} 23' 50''$, a radius of 399.40 feet, and a chord bearing North $89^{\circ} 35' 39''$ East;

THENCE along said curve, 156.13 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North $73^{\circ} 57' 07''$ East, 70.10 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South $13^{\circ} 02' 51''$ East, 295.22 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North $76^{\circ} 57' 09''$ East, 257.97 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South $03^{\circ} 35' 50''$ East, 70.96 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING and containing 3.26 acre of land, more or less.

TRACT D
7.49 ACRES

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BEING a 7.49 acre tract of land located in the Denton County, Texas and being part of the James Dooley Survey, Abstract No. 343 and the Haynes & Bullion Survey, Abstract No. 1691, and also being, a part of a 2,628 acre tract of land known as Denton County Fresh Water Supply District No. 1 (DCFWS No. 1) described in Volume 1191, Page 111 of the Deed Records of Denton County, Texas, and the subject tract being more particularly described as follows:

COMMENCING at the Southeast corner of the James Dooley Survey, Abstract No. 343, said Point of Commencing also being the most Southerly Southeast corner of the said 2,628 acre DCFWS No. 1 tract;

THENCE North $72^{\circ} 41' 19''$ West, 5,752.71 feet to a $1/2''$ set iron rod capped "H.A.T. #2901" for corner, said point being the POINT OF BEGINNING;

THENCE North $9^{\circ} 44' 19''$ West, 302.10 feet to a $1/2''$ set iron rod capped "H.A.T. #2901" for corner;

THENCE North $00^{\circ} 33' 36''$ West, 292.22 feet to a $1/2''$ set iron rod capped "H.A.T. #2901" for corner;

THENCE North $26^{\circ} 33' 02''$ East, 19.51 feet to a $1/2''$ set iron rod at the beginning of a tangent curve to the right, having a central angle of $44^{\circ} 47' 47''$, a radius of 185.81 feet, and a chord bearing North $47^{\circ} 34' 11''$ East;

THENCE along said curve, 145.28 feet to a $1/2''$ set iron rod at the beginning of a tangent curve to the right, having a central angle of $13^{\circ} 50' 57''$, a radius of 364.88 feet, and a chord bearing North $78^{\circ} 16' 18''$ East;

THENCE along said curve, 88.20 feet to a $1/2''$ set iron rod capped "H.A.T. #2901" for corner;

THENCE North $01^{\circ} 02' 27''$ West, 443.98 feet to a $1/2''$ set iron rod capped "H.A.T. #2901" for corner;

THENCE South $89^{\circ} 28' 50''$ West, 798.16 feet to a $1/2''$ set iron rod capped "H.A.T. #2901" for corner;

THENCE North $01^{\circ} 38' 01''$ East, 150.34 feet to a $1/2''$ set iron rod capped "H.A.T. #2901" for corner;

THENCE North $89^{\circ} 28' 50''$ East, 892.06 feet to a $1/2''$ set iron rod capped "H.A.T. #2901" for corner;

THENCE South $00^{\circ} 57' 15''$ East, 571.75 feet to a $1/2''$ set iron rod capped "H.A.T. #2901" for corner;

THENCE South $6^{\circ} 49' 29''$ West, 487.86 feet to a $1/2''$ set iron rod capped "H.A.T. #2901" for corner;

THENCE South $36^{\circ} 21' 27''$ West, 319.43 feet to a $1/2''$ set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING and containing 7.49 acres of land, more or less.

TRACT E
3.96 ACRES

BEING a 3.96 acre tract of land located in the Denton County, Texas and being part of the James Dooley Survey, Abstract No. 343, and also being a part of a 2,628 acre tract of land known as Denton County Fresh Water Supply District No. 1 (DCFWS No. 1) described in Volume 1191, Page 111 of the Deed Records of Denton County, Texas, and the subject tract being more particularly described as follows:

COMMENCING at the Southeast corner of the James Dooley Survey, Abstract No. 343, said Point of Commencing also being the most Southerly Southeast corner of the said 2,628 acre DCFWS No. 1 tract;

THENCE North 49° 59' 16" West, 6,231.23 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point being the POINT OF BEGINNING;

THENCE North 66° 41' 35" West, 225.00 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 24° 15' 13" East, 600.00 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 66° 41' 57" East, 350.00 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 35° 58' 49" West, 614.94 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING and containing 3.96 acres of land, more or less.

TRACT K
0.61 ACRES

BEING a 0.61 acre tract of land located in the Denton County, Texas and being part of the James Dooley Survey, Abstract No. 343, and the Horatio Grooms Survey, Abstract No. 440, and also being, a part of a 2,628 acre tract of land known as Denton County Fresh Water Supply District No. 1 (DCFWS No. 1) described in Volume 1191, Page 111 of the Dead Records of Denton County, Texas, and the subject tract being more particularly described as follows:

COMMENCING at the Southeast corner of the James Dooley Survey, Abstract No. 343, said Point of Commencing also being the most Southerly Southeast corner of the said 2,628 acre DCFWS No. 1 tract;

THENCE South 88° 56' 21" West, 3,223.63 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point being the POINT OF BEGINNING;

THENCE West, 142.69 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 27° 42' 24" West, 112.95 to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 27° 42' 24" West, 13.95 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 47° 04' 07" West, 19.21 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 88° 21' 12" East, 53.54 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 07° 00' 40" East, 101.04 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 06° 55' 04" East, 100.73 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING and containing 0.61 acres of land, more or less.

TRACT L
25.53 ACRES

BEING a 25.53 acre tract of land located in the Denton County, Texas and being part of the James Dooley Survey, Abstract No. 343, and the Peyton R. Splane Survey, Abstract No. 1218, and the Haynes & Bullion Survey, Abstract No. 1691, and also being, a part of a 2,628 acre tract of land known as Denton County Fresh Water Supply District No. 1 (DCFWS No. 1) described in Volume 1191, Page 111 of the Deed Records of Denton County, Texas, and the subject tract being more particularly described as follows:

COMMENCING at the Southeast corner of the James Dooley Survey, Abstract No. 343, said Point of Commencing also being the most Southerly Southeast corner of the said 2,628 acre DCFWS No. 1 tract;

THENCE North 61° 00' 42" West, 6,237.93 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said corner being the PLACE OF BEGINNING;

THENCE South 89° 32' 04" West, 439.88 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 24° 01' 26" East, 2,783.61 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 88° 11' 58" East, 432.11 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 24° 01' 04" West, 2,764.70 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING and containing 25.53 acres of land, more or less.

TRACT M
4.24 ACRES

BEING a 4.24 acre tract of land located in the Denton County, Texas and being part of the James Dooley Survey, Abstract No. 343, and also being, a part of a 2,628 acre tract of land known as Denton County Fresh Water Supply District No. 1 (DCFWS No. 1) described in Volume 1191, Page 111 of the Deed Records of Denton County, Texas, and the subject tract being more particularly described as follows:

COMMENCING at the Southeast corner of the James Dooley Survey, Abstract No. 343, said Point of Commencing also being the most Southerly Southeast corner of the said 2,628 acre DCFWS No. 1 tract;

THENCE North $67^{\circ} 07' 43''$ West, 5,398.88 feet to a $1/2''$ set iron rod capped "H.A.T. #2901" for corner, said point being the PLACE OF BEGINNING;

THENCE North $11^{\circ} 33' 57''$ East, 318.84 feet to a $1/2''$ set iron rod capped "H.A.T. #2901" for corner;

THENCE North $52^{\circ} 15' 14''$ East, 443.72 feet to a $1/2''$ set iron rod capped "H.A.T. #2901" for corner;

THENCE North $25^{\circ} 58' 16''$ East, 353.37 feet to a $1/2''$ set iron rod capped "H.A.T. #2901" for corner;

THENCE North $13^{\circ} 51' 05''$ East, 300.45 feet to a $1/2''$ set iron rod capped "H.A.T. #2901" for corner;

THENCE South $37^{\circ} 40' 11''$ East, 93.47 feet to a $1/2''$ set iron rod capped "H.A.T. #2901" for corner;

THENCE North $85^{\circ} 10' 19''$ East, 148.97 feet to a $1/2''$ set iron rod capped "H.A.T. #2901" for corner;

THENCE South $42^{\circ} 15' 38''$ West, 575.89 feet to a $1/2''$ set iron rod capped "H.A.T. #2901" for corner;

THENCE South $42^{\circ} 20' 02''$ West, 852.13 feet to a $1/2''$ set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING and containing 4.24 acres of land, more or less.

TRACT N
4.30 ACRES

BEING a 4.30 acre tract of land located in the Denton County, Texas and being part of the James Dooley Survey, Abstract No. 343, and the Payton R. Splane Survey, Abstract No. 1218, and also being, a part of a 2,628 acre tract of land known as Denton County Fresh Water Supply District No. 1 (DCFWS No. 1) described in Volume 1191, Page 111 of the Deed Records of Denton County, Texas, and the subject tract being more particularly described as follows:

COMMENCING at the Southeast corner of the James Dooley Survey, Abstract No. 343, said Point of Commencing also being the most Southerly Southeast corner of the said 2,628 acre DCFWS No. 1 tract;

THENCE North 43° 40' 47" West, 7,149.67 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point being the POINT OF BEGINNING;

THENCE South 86° 17' 55" West, 532.06 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 35° 09' 07" East, 522.12 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 89° 49' 09" East, 405.05 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 24° 03' 40" West, 428.51 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING and containing 4.30 acres of land, more or less.

TRACT O
4.70 ACRES

BEING a 4.70 acre tract of land located in the Denton County, Texas and being part of the James Dooley Survey, Abstract No. 343, and also being a part of a 2,626 acre tract of land known as Denton County Fresh Water Supply District No. 1 (DCFWSO No. 1) described in Volume 1191, Page 111 of the Deed Records of Denton County, Texas, and the subject tract being more particularly described as follows:

COMMENCING at the Southeast corner of the James Dooley Survey, Abstract No. 343, said Point of Commencing also being the most Southerly Southeast corner of the said 2,628 acre DCFWSO No. 1 tract;

THENCE North 69°12'56" West, 5,414.14 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING;

THENCE North 13°18'54" East, 826.43 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 39°04'09" East, 700.00 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 76°48'33" East, 100.00 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 13°51'05" West, 300.45 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 25°58'16" West, 353.37 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 52°15'14" West, 443.72 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 11°33'57" West, 318.84 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 26°15'57" West, 197.51 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING and containing 4.70 acres of land, more or less.

**TRACT P
2.22 ACRES**

BEING a 2.22 acre tract of land located in the Denton County, Texas and being part of the Haynes & Bullion Survey, Abstract No. 1691 and the James Dooley Survey, Abstract No. 343, and also being a part of a 2,626 acre tract of land known as Denton County Fresh Water Supply District No. 1 (DCFWS No. 1) described in Volume 1191, Page 111 of the Deed Records of Denton County, Texas, and the subject tract being more particularly described as follows:

COMMENCING at the Southeast corner of the James Dooley Survey, Abstract No. 343, said Point of Commencing also being the most Southerly Southeast corner of the said 2,628 acre DCFWS No. 1 tract;

THENCE North $63^{\circ}25'23''$ West, 5,867.62 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING;

THENCE North $00^{\circ}57'15''$ West, 400.00 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South $89^{\circ}25'19''$ West, 202.15 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North $24^{\circ}01'04''$ East, 250.00 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South $65^{\circ}58'56''$ East, 352.68 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South $24^{\circ}01'04''$ West, 528.47 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING and containing 2.22 acres of land, more or less.

TRACT Q
2.08 ACRES

BEING a 2.08 acre tract of land located in the Denton County, Texas and being part of the James Dooley Survey, Abstract No. 343, and also being a part of a 2,626 acre tract of land known as Denton County Fresh Water Supply District No. 1 (DCFWS No. 1) described in Volume 1191, Page 111 of the Deed Records of Denton County, Texas, and the subject tract being more particularly described as follows:

COMMENCING at the Southeast corner of the James Dooley Survey, Abstract No. 343, said Point of Commencing also being the most Southerly Southeast corner of the said 2,628 acre DCFWS No. 1 tract;

THENCE North $31^{\circ}14'01''$ West, 5,539.41 feet to a 1/2" set iron rod capped "H.A.T. #2901" at the beginning of a non-tangent curve to the left, having a central angle of $03^{\circ}00'18''$, a radius of 1,055.54, and a chord bearing North $59^{\circ}54'01''$ West, said point also being the POINT OF BEGINNING;

THENCE along said curve, 55.36 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North $61^{\circ}14'34''$ West, 560.00 feet to a 1/2" set iron rod capped "H.A.T. #2901" at the beginning of a tangent curve to the right, having a central angle of $15^{\circ}16'22''$, a radius of 318.00, and a chord bearing North $53^{\circ}36'23''$ West for corner;

THENCE along said curve, 84.77 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South $79^{\circ}40'38''$ East, 750.00 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South $31^{\circ}36'08''$ West, 250.00 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING and containing 2.08 acres of land, more or less.

TRACT R
1.75 ACRES

BEING a 1.75 acre tract of land located in the Denton County, Texas and being part of the Haynes & Bullion Survey, Abstract No. 621, and also being a part of a 2,626 acre tract of land known as Denton County Fresh Water Supply District No. 1 (DCFWS No. 1) described in Volume 1191, Page 111 of the Deed Records of Denton County, Texas, and the subject tract being more particularly described as follows:

COMMENCING at the Southeast corner of the James Dooley Survey, Abstract No. 343, said Point of Commencing also being the most Southerly Southeast corner of the said 2,628 acre DCFWS No. 1 tract;

THENCE North 04°40'06" East, 54,560.29 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING;

THENCE South 74°29'15" West, 56.93 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 83°33'43" West, 151.96 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 33°42'40" West, 282.58 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 00°16'18" West, 280.10 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 35°09'02" East, 632.28 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING and containing 1.75 acres of land, more or less.

TRACT B
96.01 ACRES

BEING a 96.01 acre tract of land located in Denton County, Texas and being part of the James Dooley Survey, Abstract No. 343, the Peyton R. Splane Survey, Abstract No. 1218, the Haynes and Bullion Survey, Abstract No. 621, the Amos Singleton Survey Abstract No. 1138, and also being a part of a 2628 acre tract of land known as Denton County Fresh Water Supply District No. 1 (DCFWS No. 1) described in Volume 1191, Page 111 of the Deed Records of Denton County, Texas, and the subject tract being more particularly described as follows:

COMMENCING at the southeast corner of the James Dooley Survey, Abstract No. 343, said Point of Commencing also being the most southerly southeast corner of the said 2628 acre DCFWS No. 1 tract;

THENCE North 28° 36' 20" West, 4,975.70 feet to a ½" set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING;

THENCE North 67° 03' 14" West, 194.94 feet to a ½" set iron rod at the beginning of a tangent curve to the left, having a central angle of 26° 20' 01", a radius of 1055.54 feet, and a chord bearing North 48° 14' 10" West;

THENCE along said curve, 485.14 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 61° 14' 34" West, 560.00 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 30° 29' 12" West, 199.96 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 32° 36' 32" West, 200.90 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 85° 10' 43" East, 444.66 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 30° 02' 21" East, 186.79 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 69° 27' 33" East, 98.32 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 24° 29' 36" East, 211.66 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 04° 37' 16" East, 294.61 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 21° 33' 23" West, 117.46 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 06° 31' 22" East, 104.18 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 14° 02' 52" West, 69.57 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 23° 04' 39" West, 496.48 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 87° 12' 44" East, 492.27 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 19° 16' 24" East, 247.25 feet to a ½" set iron rod at the beginning of a tangent curve to the right, having a central angle of 22° 59' 42", a radius of 381.48 feet, and a chord bearing South 07° 46' 33" East;

THENCE along said curve, 153.10 feet to a ½" set iron rod at the beginning of a reverse curve, having a central angle of 30° 38' 42", a radius of 267.88 feet, and a chord bearing South 11° 36' 03" East;

THENCE along said curve, 143.28 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 08° 23' 19" East, 252.08 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 10° 18' 49" East, 39.76 feet to a ½" set iron rod at the beginning of a tangent curve to the left, having a central angle of 41° 20' 27", a radius of 274.18 feet, and a chord bearing South 30° 59' 02" East;

THENCE along said curve, 197.83 feet to a ½" set iron rod at the beginning of a tangent curve to the left, having a central angle of 47° 13' 39", a radius of 58.18 feet, and a chord bearing South 75° 16' 05" East;

THENCE along said curve, 47.96 feet to a ½" set iron rod at the beginning of a tangent curve to the left, having a central angle of 36° 25' 17", a radius of 334.19 feet, and a chord bearing North 62° 54' 27" East;

THENCE along said curve, 212.44 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 18° 29' 54" East, 20.11 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 34° 39' 43" East, 284.73 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 33° 29' 22" East, 103.04 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 43° 26' 01" East, 496.30 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 65° 57' 35" East, 1,047.82 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 74° 13' 31" East, 678.31 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 77° 35' 32" East, 381.43 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South, 191.23 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 42° 09' 25" East, 578.93 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 33° 50' 07" West, 215.22 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 46° 50' 59" West, 107.99 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 46° 31' 30" East, 651.76 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 73° 42' 03" East, 58.37 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 17° 33' 20" East, 363.49 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 01° 25' 59" East, 249.15 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 89° 37' 33" West, 476.74 feet to ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 37° 49' 45" West, 431.23 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 74° 29' 15" West, 56.93 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 83° 33' 43" West, 151.96 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 33° 42' 40" West, 282.58 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 00° 16' 18" West, 280.10 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 32° 42' 40" West, 495.44 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 75° 18' 01" West, 232.82 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 67° 26' 57" West, 197.19 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 58° 24' 56" West, 20.18 feet to a ½" set iron rod at the beginning of a tangent curve to the right, having a central angle of 35° 38' 45", a radius of 206.54 feet, and a chord bearing South 76° 14' 18" West;

THENCE along said curve, 128.50 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 85° 13' 20" West, 599.88 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 57° 46' 16" West, 560.29 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 38° 30' 50" West, 118.27 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 00° 56' 23" East, 163.30 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 25° 34' 39" West, 136.50 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 78° 07' 15" West, 104.02 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 01° 21' 08" West, 340.55 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 50° 38' 28" West, 339.67 feet to a ½" set iron rod

capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING and containing 129.27 acres of land, more or less; SAVE AND EXCEPT 15.83 acre tract known as Tract F, a 5.52 acre tract known as Tract G, a 3.38 acre tract known as Tract H, a 1.49 acre tract known as Tract I, and a 7.04 acre tract known as Tract J, leaving a net area of 96.01 acres of land, more or less.

TRACT F
15.83 ACRES

BEING a 15.83 acre tract of land located in the Denton County, Texas and being part of the Peyton R. Plans Survey, Abstract No. 1218, the Amos Singleton Survey, Abstract No. 1138, and also being, a part of a 2,628 acre tract of land known as Denton County Fresh Water Supply District No. 1 (DCFWS No. 1) described in Volume 1191, Page 111 of the Deed Records of Denton County, Texas, and the subject tract being more particularly described as follows:

COMMENCING at the Southeast corner of the James Dooley Survey, Abstract No. 343, said Point of Commencing also being the most Southerly Southeast corner of the said 2,628 acre DCFWS No. 1 tract;

THENCE North 23° 54' 02" West, 6,297.52 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point being the POINT OF BEGINNING;

THENCE South 74° 11' 25" West, 413.95 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 79° 38' 33" West, 377.95 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 30° 02' 21" East, 186.79 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 69° 27' 33" East, 98.32 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 24° 29' 36" East, 211.66 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 04° 37' 16" East, 294.61 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 21° 33' 23" West, 117.46 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 06° 31' 22" East, 104.18 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 14° 02' 52" West, 69.57 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 23° 04' 39" West, 496.48 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 87° 12' 44" East, 492.27 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 19° 16' 24" East, 244.56 feet to a 1/2" set iron rod at the beginning of a tangent curve to the right, having a central angle of 22° 30' 52", a radius of 368.28 feet, and a chord bearing South 08° 00' 58" East;

~~THENCE along said curve 144.72 feet to a 1/2" set iron rod at the beginning of a reverse curve to the left, having a central angle of 28° 48' 03", a radius of 301.19 feet, and a chord bearing South 11° 09' 34" East;~~

THENCE along said curve, 151.40 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 08° 31' 38" East, 189.84 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 08° 59' 06" East, 104.28 feet to a tangent curve to the left, having a central angle of 44° 24' 36", a radius of 253.18 feet, and a chord bearing South 31° 11' 24" East;

THENCE along said curve, 196.24 feet to a tangent curve to the left, having a central angle of 39° 54' 10", a radius of 306.08 feet, and a chord bearing North 62° 54' 27" East;

THENCE along said curve, 231.16 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 37° 02' 26" West, 465.15 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING and containing 15.83 acres of land, more or less.

TRACT G
5.52 ACRES

BEING a 5.52 acre tract of land located in the Denton County, Texas and being part of the Amos Singleton Survey, Abstract No. 1138, and also being, a part of a 2,628 acre tract of land known as Denton County Fresh Water Supply District No. 1 (DCFWS District No. 1) described in Volume 1191, Page 111 of the Deed Records of Denton County, Texas, and the subject tract being more particularly described as follows:

COMMENCING at the Southeast corner of the James Dooley Survey, Abstract No. 343, said Point of Commencing also being the most Southerly Southeast corner of the said 2,628 acre DCFWS District No. 1 tract;

THENCE North 13° 24' 59" West, 6,605.28 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point being the POINT OF BEGINNING;

THENCE North 49° 11' 40" West, 466.73 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 43° 26' 01" East, 237.59 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 65° 57' 34" East, 1,032.46 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 85° 40' 34" West, 755.11 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING and containing 5.52 acres of land, more or less.

TRACT E.
3.38 ACRES

BEING a 3.38 acre tract of land located in the Denton County, Texas and being part of the Amos Singleton Survey, Abstract No. 1138, and Haynes & Bullion Survey, Abstract No. 621, and also being, a part of a 2,628 acre tract of land known as Denton County Fresh Water Supply District No. 1 (DCFWS No. 1) described in Volume 1191, Page 111 of the Deed Records of Denton County, Texas, and the subject tract being more particularly described as follows:

COMMENCING at the Southeast corner of the James Dooley Survey, Abstract No. 343, said Point of Commencing also being the most Southerly Southeast corner of the said 2,628 acre DCFWS No. 1 tract;

THENCE North 46° 13' 33" West, 597.56 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING;

THENCE North 58° 13' 01" West, 534.25 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 06° 41' 48" East, 5,518.49 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 65° 56' 56" West, 569.07 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 74° 02' 35" East, 693.53 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 77° 35' 32" East, 381.43 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South, 191.23 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 42° 09' 25" East, 578.93 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 33° 50' 07" West, 40.58 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING and containing 3.38 acres of land, more or less.

TRACT I
1.49 ACRES

BEING a 1.49 acre tract of land located in the Denton County, Texas and being part of the Haynes & Bullion Survey, Abstract No. 621, and also being a part of a 2,628 acre tract of land known as ~~Denton County Fresh Water Supply District No. 1 (DCFWS No. 1)~~ described in Volume 1191, Page 111 of the Deed Records of Denton County, Texas, and the subject tract being more particularly described as follows:

COMMENCING at the Southeast corner of the James Dooley Survey, Abstract No. 343, said Point of Commencing also being the most Southerly Southeast corner of the said 2,628 acre DCFWS No. 1 tract;

THENCE North 14° 49' 44" East, 4,346.22 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING;

THENCE North 89° 38' 42" West, 476.48 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 37° 53' 23" East, 75.01 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 89° 38' 42" East, 450.59 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 03° 23' 11" West, 225.90 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 14° 49' 28" West, 338.41 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 73° 42' 03" East, 58.37 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 17° 33' 20" East, 363.49 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 01° 25' 59" East, 249.15 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING and containing 1.49 acres of land, more or less.

TRACT J
7.04 ACRES

BEING a 7.04 acre tract of land located in the Denton County, Texas and being part of the James Dooley Survey, Abstract No. 343, and also being, a part of a 2,628 acre tract of land known as Denton County Fresh Water Supply District No. 1 (DCFWS No. 1) described in Volume 1191, Page 111 of the Deed Records of Denton County, Texas, and the subject tract being more particularly described as follows:

COMMENCING at the Southeast corner of the James Dooley Survey, Abstract No. 343, said Point of Commencing also being the most Southerly Southeast corner of the said 2,628 acre DCFWS No. 1 tract;

THENCE North 28° 36' 22" West, 4,975.60 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point being the POINT OF BEGINNING;

THENCE North 67° 03' 14" West, 194.94 feet to a 1/2" set iron rod at the beginning of a tangent curve to the left, having a central angle of 23° 19' 42", a radius of 1,055.54 feet, and a chord bearing North 46° 44' 01" West;

THENCE along said curve, 429.77 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 31° 36' 08" East, 250.00 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 87° 40' 26" East, 630.48 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 01° 21' 08" East, 340.55 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 50° 38' 28" West, 339.67 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING and containing 7.04 acres of land, more or less.

LEGAL DESCRIPTION

BEING a 1.6841 acre tract of land located in the Haynes and Bullion Survey, Abstract number 621 and being part of a called 130 acre tract described by deed to H.R. Bright as recorded in Volume 397, Page 372, Deed Records, Denton County, Texas, (D.R.D.C.T.) and being more particularly described as follows:

BEGINNING at the northwest corner of the Haynes and Bullion Survey, said corner being the southeast interior ell corner of the Amos Singleton Survey, Abstract Number 1138, said point also being the northwest corner of said 130 acre tract, a set 1/2-inch iron rod with a yellow plastic cap stamped "HALFF ASSOC., INC." thereafter referred to as "with cap") for a corner;

THENCE North 88 degrees 58 minutes 37 seconds East, along the north line of said 130 acre tract, said line being a common line between the Haynes and Bullion Survey and the Amos Singleton Survey, a distance of 573.99 feet to a set 1/2-inch iron rod with cap for a corner, said corner being on a non-tangent circular curve to the left having a radius of 612.96 feet and whose chord bears South 79 degrees 57 minutes 41 seconds East a distance of 207.64 feet, said point being on the south right-of-way of Farm to Market Highway 544 (80 feet wide) as recorded in Volume 348, Page 322, D.R.D.C.T.;

THENCE Southeasterly, departing said common line and along said south right-of-way line and along said curve, through a central angle of 19 degrees 30 minutes 12 seconds, for an arc distance of 208.65 feet to a set 1/2-inch iron rod with cap for a corner;

THENCE South 01 degree 16 minutes 07 seconds East, departing said south right-of-way line, a distance of 159.59 feet to a set 1/2-inch iron rod with cap for a corner, said corner being on the north right-of-way line of the Gulf, Colorado, and Santa Fe Railroad Company (150 feet wide) as recorded in Volume 440, Page 201, and Volume 441, Page 146, D.R.D.C.T.;

THENCE North 76 degrees 53 minutes 50 seconds West, along said north right-of-way line, a distance of 558.77 feet to a set 1/2-inch iron rod with cap for the point of curvature of a circular curve to the right having a radius of 9092.37 feet and whose chord bears North 76 degrees 07 minutes 33 seconds West a distance of 244.82 feet;

THENCE Northwesterly, along said north right-of-way line and along said curve, through a central angle of 01 degree 32 minutes 34 seconds, for an arc distance of 244.82 feet to a set 1/2-inch iron rod with cap for a corner;

THENCE North 01 degree 03 minutes 23 seconds West, departing said north right-of-way line a distance of 0.12 feet to the POINT OF BEGINNING and containing 73,358 square feet or 1.6841 acres of land more or less.

C:\WP51\DOCS\DCDD\LEGAL\01\23\98.

**33.094 ACRES
IN THE R. HENSWORTH SURVEY
ABSTRACT NO. 578
DENTON COUNTY, TEXAS**

FIELD NOTES TO A PART OF A CALLED 36.5 ACRE TRACT OF LAND IN THE RICHARD HENSWORTH SURVEY, ABSTRACT NO. 578, DENTON COUNTY, TEXAS, DESCRIBED IN A DEED FROM WALTER EDWIN BERNDT AND ANNIE LUCINDA BERNDT TO CHB FARM, L.P., RECORDED IN VOLUME 4477, PAGE 1573, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF SAID 36.5 ACRE TRACT FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH THE NORTHWEST CORNER OF SAID 36.5 ACRE TRACT BEARS SOUTH 88°57'79" WEST A DISTANCE OF 5.00';

THENCE NORTH 88°57'49" EAST WITH THE NORTH LINE OF SAID 36.5 ACRE TRACT A DISTANCE OF 1164.93' TO A POINT FOR CORNER;

THENCE SOUTH00°53'14" EAST A DISTANCE OF 95.00' TO A POINT FOR CORNER;

THENCE NORTH 88°57'49" EAST A DISTANCE OF 49.58' TO A POINT FOR CORNER;

THENCE SOUTH00°10'33" EAST A DISTANCE OF 10.00' TO A POINT FOR CORNER;

THENCE NORTH 88°57'49" EAST A DISTANCE OF 50.01' TO A POINT FOR CORNER;

THENCE SOUTH00°10'33" EAST A DISTANCE OF 944.43' TO A POINT FOR CORNER;

THENCE SOUTH70°38'13" WEST A DISTANCE OF 14.88' TO A POINT FOR CORNER FOR THE BEGINNING OF A CURVE TO THE RIGHT WITH A RADIUS OF 1135.00', A DELTA ANGLE OF 08°34'07", AND A LONG CHORD WHICH BEARS SOUTH 74°53'16" WEST A DISTANCE OF 169.58';

THENCE WITH SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 169.74' TO A POINT FOR CORNER;

THENCE SOUTH87°07'43" WEST A DISTANCE OF 249.68' TO A POINT FOR CORNER;

THENCE SOUTH89°22'46" WEST A DISTANCE OF 203.47' TO A POINT FOR CORNER;

THENCE SOUTH44°05'38" WEST A DISTANCE OF 12.02' TO A POINT FOR CORNER;

THENCE SOUTH89°17'44" WEST A DISTANCE OF 422.14' TO A POINT FOR CORNER;

THENCE NORTH 86°13'44" WEST A DISTANCE OF 108.48' TO A POINT FOR CORNER FOR THE BEGINNING OF A CURVE TO THE LEFT WITH A RADIUS OF 217.00', A DELTA ANGLE OF 04°11'17", AND A LONG CHORD WHICH BEARS NORTH 88°34'29" WEST A DISTANCE OF 15.86';

THENCE WITH SAID CURVE TO THE LEFT AN ARC DISTANCE OF 15.86' TO A POINT FOR CORNER;

THENCE SOUTH89°19'53" WEST A DISTANCE OF 108.00' TO A POINT FOR CORNER;

THENCE NORTH 45°48'53" WEST A DISTANCE OF 31.32' TO A POINT FOR CORNER;

THENCE NORTH 00°57'39" WEST A DISTANCE OF 1010.15' TO A POINT FOR CORNER FOR THE BEGINNING OF A CURVE TO THE RIGHT WITH A RADIUS OF 19.93' A DELTA ANGLE OF 90°20'52". AND A LONG CHORD WHICH BEARS NORTH 43°54'05" EAST A DISTANCE OF 28.28';

THENCE WITH SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 31.39' TO A POINT FOR CORNER;

THENCE NORTH 89°01'57" EAST A DISTANCE OF 44.99' TO A POINT FOR CORNER;

THENCE NORTH 00°58'59" WEST A DISTANCE OF 45.00' TO THE POINT OF BEGINNING AND ENCLOSING 33.094 ACRES OF LAND, MORE OR LESS.

J E Thompson
J.E. THOMPSON II R.P.L.S No. 4857

DATE: 04-14-2015



Page 2 of 3

**0.186 ACRES
IN THE R. HENSWORTH SURVEY
ABSTRACT NO. 578
J. DOOLEY SURVEY
ABSTRACT NO. 343
DENTON COUNTY, TEXAS**

FIELD NOTES TO ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE R. HENSWORTH SURVEY, ABSTRACT NUMBER 578 AND THE J. DOOLEY SURVEY, ABSTRACT NUMBER 343, DENTON COUNTY, TEXAS, AND BEING A PART OF STANDRIDGE DRIVE, A VARIABLE WIDTH RIGHT-OF-WAY, A PART OF POLSER ROAD, A VARIABLE WIDTH RIGHT-OF-WAY, AND A PART OF LOT 23, BLOCK D, OF THE CASTLE HILLS ADDITION, PHASE III, SECTION B, AS SHOWN ON THE PLAT THEREOF RECORDED IN CABINET W, PAGE 383 OF THE PLAT RECORDS OF DENTON COUNTY, TEXAS, AND A PART OF A TRACT OF LAND DESCRIBED IN THE DEED TO CH PH 9, LLC, AS RECORDED IN INSTRUMENT NUMBER 2015-63960 OF THE OFFICIAL PUBLIC RECORDS OF DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOR CORNER WHICH BEARS SOUTH 88°53'10" WEST, A DISTANCE OF 5.00 FEET, FROM A 1/2" IRON ROD FOUND IN THE EAST RIGHT-OF-WAY LINE OF SAID STANDRIDGE DRIVE IN THE SOUTH LINE OF SAID CH PH 9 TRACT;

THENCE NORTH 01°06'50" WEST, DEPARTING SAID SOUTH LINE, A DISTANCE OF 10.05 FEET, TO A POINT FOR CORNER;

THENCE SOUTH 88°53'10" WEST, A DISTANCE OF 1495.27 FEET, TO A POINT FOR CORNER;

THENCE NORTH 01°01'36" WEST, ACROSS SAID POLSER ROAD PART OF THE WAY AND WITH THE WEST LINE OF SAID LOT 23, A DISTANCE OF 56.95 FEET, TO A POINT FOR CORNER;

THENCE NORTH 16°19'52" EAST, WITH THE WEST LINE OF SAID LOT 23 A, DISTANCE OF 67.69 FEET, TO A POINT IN THE SOUTH LINE OF THE CASTLE HILLS GOLF COURSE, AS RECORDED IN CABINET B, PAGE 326, SAID PLAT RECORDS, FOR THE NORTHWEST CORNER OF SAID LOT 23;

THENCE NORTH 88°20'14" EAST, WITH THE SOUTH LINE OF SAID CASTLE HILLS GOLF COURSE, A DISTANCE OF 5.26 FEET, TO A POINT FOR CORNER;

THENCE SOUTH 16°19'52" WEST, DEPARTING THE SOUTH LINE OF SAID CASTLE HILLS GOLF COURSE A DISTANCE OF 68.55 FEET, TO A POINT FOR CORNER;

THENCE SOUTH 01°01'36" EAST, A DISTANCE OF 51.18 FEET, TO A POINT FOR CORNER;

THENCE NORTH 88°53'10" EAST, A DISTANCE OF 1495.26 FEET, TO A POINT FOR CORNER;

THENCE SOUTH 01°06'50" EAST, A DISTANCE OF 15.05 FEET, TO A POINT FOR CORNER IN THE SOUTH LINE OF SAID CH PH 9 TRACT;

THENCE SOUTH 88°53'10" WEST, WITH SAID SOUTH LINE, A DISTANCE OF 5.00 FEET, TO THE POINT OF BEGINNING AND ENCLOSING 0.186 ACRES OF LAND, MORE OR LESS.

J E Thompson

DATE: 06-15-2015

J.E. THOMPSON II R.P.L.S No. 4857



Exhibit C

As Approved

CITY OF LEWISVILLE NOTICE OF PUBLIC HEARING

A public hearing will be conducted by the City Council of the City of Lewisville, Texas, on the 17th day of August 2015 at 7:00 o'clock p.m., in the Council Chambers of the Lewisville City Hall, 151 West Church Street, Lewisville, Texas. The public hearing will be held to consider a Petition by CH PH 9 LLC for the addition of approximately 33.28 acres of land (the "Property") to the currently existing Lewisville Castle Hills Public Improvement District No. 7 (the "District") under the provisions of Chapter 372.012 of the Texas Local Government Code.

In accordance with the Act, the City Secretary has received a petition (the "Petition") from certain property owners within the City (the "Petitioners") that request the addition of land to Lewisville Castle Hills Public Improvement District No.7.

The Petition and the legal description of the properties to be added to the public improvement district are on file and open for public inspection in the office of the City Secretary at the address stated above. The public hearing is being held with respect to the advisability of adding the lands to Lewisville Castle Hills Public Improvement District No. 7 and the respective improvements to be made therein.

Upon the addition of the property to the District, the public improvement District would include approximately 33.28 acres of land generally located east of Standridge Drive, north of Hebron Parkway, west of Swan Forest Drive and south of Sir Tristram Lane as more particularly described by a metes and bounds description available at Lewisville City Hall for public inspection.

The City shall levy assessments on each lot within the added lands and the public improvement district in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments may be paid in full at any time (including accrued and unpaid interest), and certain assessments may be paid in annual installments (including interest and debt). If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Public Improvements financed in whole or in part by the assessment, and must continue for a period necessary to retire the indebtedness on those Public Improvements (including interest).

All of the costs of the Public Improvements will be paid from assessments levied on properties in the public improvement district, including the proposed lands to be added and/or from other sources of funds of the public improvement district generated by the property within the public improvement district, including the proposed lands to be added. The land to be added is located within Denton County Fresh Water Supply District No. 1-C and District No. 1-D and subject to the taxing authority of each district, including contract taxes payable pursuant to separate Joint Utility Contracts and Joint Road Contracts.

The general nature of the public improvements previously approved to be provided by the

District, in phases, is the (i) acquisition, construction and improvement of water, wastewater or drainage facilities and improvements; (ii) acquiring, constructing, improving, widening, narrowing, closing or rerouting streets, roadways or their rights-of-way; (iii) acquisition, by purchase or otherwise, of real property or contract rights in connection with each authorized improvement; and (iv) payment of expenses incurred in the establishment, administration and operation of the district and the costs of issuance or credit enhancement of any bonds issued by or on behalf of the district (collectively, the "Authorized Improvements"). The general nature of the Authorized Improvements to be provided by the District will not be affected by the addition of the Property to the District.

None of the (1) general nature of the proposed improvements to be provided by the public improvement district, (2) estimated costs of the improvements provided by the public improvement district, (3) proposed method of assessment, or (4) absence of any apportionment of costs between the public improvement district and the City of Lewisville as a whole, shall be affected by the contemplated addition of lands to the boundaries of the public improvement district.

The estimated costs of constructing and acquiring all of the currently proposed public improvements, together with bond issuance costs, legal and financial fees, letter of credit fees and expenses, bond credit enhancement expenses, capitalization of bond interest, the creation of a bond reserve fund, expenses incurred in the establishment, administration and operation of the District and acquisition, by purchase or otherwise, of real property or contract rights in connection with each authorized improvement, was, at the time of the District's creation, estimated to be a total of approximately \$7,600,000, and such estimate will not be affected by the addition of the Property to the District.

All interested persons are invited to attend such public hearings to express their views with respect to the addition of the Property to the District and with respect to the Authorized Improvements to be made therein. Questions or requests for additional information may be directed to Julie Heinze, City Secretary.

Any interested persons unable to attend the hearing may submit their views in writing to Julie Heinze, City Secretary prior to the date scheduled for the hearing.

This Notice of Public Hearing is given and the public hearing is being held pursuant to the requirements of the Act. All written or oral objections will be considered at the hearing.

By order of the City Council of the City of Lewisville, Texas.

JULIE HEINZE
CITY SECRETARY

STATE OF TEXAS § PETITION FOR ADDITION OF LAND TO LEWISVILLE
 § CASTLE HILLS PUBLIC IMPROVEMENT DISTRICT NO. 7
COUNTY OF DENTON §

TO THE HONORABLE GOVERNING BODY OF THE CITY OF LEWISVILLE:

COMES NOW CH PH 9, LLC (the "Petitioner"), and hereby requests and petitions the City of Lewisville (the "City") to add the lands described in Exhibit "A" attached hereto and incorporated herein for all purposes (the "Property") to the Lewisville Castle Hills Public Improvement District No. 7 (the "District") under and pursuant to the provisions of Chapter 372, Texas Local Government Code, and in support thereof would respectfully show the following:

I.

The Property totals approximately 33.28 acres, and is located in Denton County and in Denton County Fresh Water Supply District No. 1-C. The general nature of the public improvements previously approved to be provided by the District, in phases, is the (i) acquisition, construction and improvement of water, wastewater or drainage facilities and improvements; (ii) acquiring, constructing, improving, widening, narrowing, closing or rerouting streets, roadways or their rights-of-way; (iii) acquisition, by purchase or otherwise, of real property or contract rights in connection with each authorized improvement; and (iv) payment of expenses incurred in the establishment, administration and operation of the District and the costs of issuance or credit enhancement of any bonds issued by or on behalf of the District (collectively, the "Authorized Improvements"). The general nature of the Authorized Improvements to be provided by the District will not be affected by the addition of the Property to the District.

II.

The estimated costs of constructing and acquiring all of the currently proposed public improvements, together with bond issuance costs, legal and financial fees, letter of credit fees and expenses, bond credit enhancement expenses, capitalization of bond interest, the creation of a bond reserve fund, expenses incurred in the establishment, administration and operation of the District and acquisition, by purchase or otherwise, of real property or contract rights in connection with each authorized improvement, was, at the time of the District's creation, estimated to be a total of approximately \$7,600,000, and such estimate will not be affected by the addition of the Property to the District.

III.

The revised boundaries of the proposed District, reflecting the addition of the Property, are fully described in Exhibit "B", attached hereto and made a part hereof for all purposes.

IV.

The proposed method of assessment will not be affected by the addition of the Property to the District. A revised report will be prepared showing the special benefits accruing to property within the District, including the Property, and how the costs of the public improvements are assessed to property on the basis of special benefit received by the property from the public improvements, including the Property.

V.

All costs incurred by the District shall continue to be paid by the District, and there shall be no apportionment of costs between the District and the City as a whole as a result of the addition of the Property. The addition of the Property will not cause the City to be obligated to provide any funds to finance the proposed improvements except from assessments or contract revenues generated by property within the District.

VI.

Management and administration of the District shall not be affected by the addition of the Property, and therefore the District shall continue to be managed by the City. The ability of the City to contract from time to time with a private company for District administrative services shall not be affected by the addition of the Property to the boundaries of the District.

VII.

The entities executing this Petition are duly authorized and have the corporate authority to execute this Petition and the undersigned request the addition of the Property to the boundaries of the District.

VIII.

The Petitioner is the owner of the majority of the taxable real property described in said Exhibit "A", as shown by the current roll of the Denton County Appraisal District. This Petition shall be filed with the Secretary of the City.

WHEREFORE, PREMISES CONSIDERED, Petitioners pray that the Council:

(1) duly consider this Petition and adopt a Resolution finding that this Petition complies with all legal requirements; and that (i) the improvements to be provided by the District, (ii) the estimated total costs of the improvements, (iii) the method of assessment, and (iv) the

apportionment of costs between the District and the City of Lewisville, in each case, will not be affected by the addition of the Property to the boundaries of the District;

(2) call a public hearing and give notice thereof in the manner prescribed by Section 372.009 of the Texas Local Government Code, and hold such hearing on the advisability of the improvements and the addition of the Property to the District specified in this Petition; and

(3) grant all matters requested in this Petition and grant such other relief, in law or in equity, to which Petitioner shall show itself to be entitled.

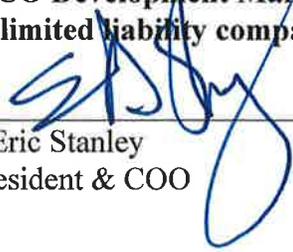
This Petition has been signed by (1) the owners of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment in the Property, as determined by the current roll of the appraisal district in which the Property is located; and (2) record owners of real property liable for assessment in the Property who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment in the Property; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment in the Property.

[Signature Page Follows]

This Petition is hereby filed with the City Secretary of the City in support of the addition of the Property to the District by the City Council as herein provided. The undersigned requests that the City Council grant its consent as above stated.

IN WITNESS WHEREOF, this Petition has been executed by the duly authorized representatives of the Petitioners on the 30 day of June, 2015.

CHPH 9, LLC
a Texas limited liability company
by BRECO Development Manager, LLC
a Texas limited liability company, its Manager

By: 
Name: Eric Stanley
Title: President & COO

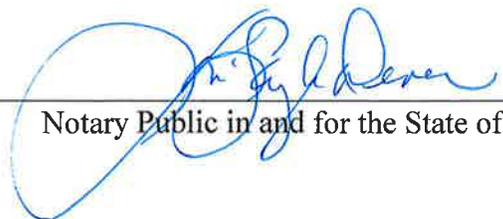
THE STATE OF TEXAS §

COUNTY OF DENTON §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Eric Stanley, President & COO of BRECO Development Manager, LLC, a Texas limited liability company, Manager of CH PH9 LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of such partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30th day of June, 2015.




Notary Public in and for the State of Texas

(Notary Seal)

EXHIBIT "A"
Description of the Property

33.094 ACRES
IN THE R. HENSWORTH SURVEY
ABSTRACT NO. 578
DENTON COUNTY, TEXAS

FIELD NOTES TO A PART OF A CALLED 36.5 ACRE TRACT OF LAND IN THE RICHARD HENSWORTH SURVEY, ABSTRACT NO. 578, DENTON COUNTY, TEXAS, DESCRIBED IN A DEED FROM WALTER EDWIN BERNDT AND ANNIE LUCINDA BERNDT TO CHB FARM, L.P., RECORDED IN VOLUME 4477, PAGE 1573, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF SAID 36.5 ACRE TRACT FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH THE NORTHWEST CORNER OF SAID 36.5 ACRE TRACT BEARS SOUTH 88°57'79" WEST A DISTANCE OF 5.00';

THENCE NORTH 88°57'49" EAST WITH THE NORTH LINE OF SAID 36.5 ACRE TRACT A DISTANCE OF 1164.93' TO A POINT FOR CORNER;

THENCE SOUTH00°53'14" EAST A DISTANCE OF 95.00' TO A POINT FOR CORNER;

THENCE NORTH 88°57'49" EAST A DISTANCE OF 49.58' TO A POINT FOR CORNER;

THENCE SOUTH00°10'33" EAST A DISTANCE OF 10.00' TO A POINT FOR CORNER;

THENCE NORTH 88°57'49" EAST A DISTANCE OF 50.01' TO A POINT FOR CORNER;

THENCE SOUTH00°10'33" EAST A DISTANCE OF 944.43' TO A POINT FOR CORNER;

THENCE SOUTH70°36'13" WEST A DISTANCE OF 14.88' TO A POINT FOR CORNER FOR THE BEGINNING OF A CURVE TO THE RIGHT WITH A RADIUS OF 1135.00', A DELTA ANGLE OF 08°34'07", AND A LONG CHORD WHICH BEARS SOUTH 74°53'16" WEST A DISTANCE OF 169.58';

THENCE WITH SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 169.74' TO A POINT FOR CORNER;

THENCE SOUTH67°07'43" WEST A DISTANCE OF 249.68' TO A POINT FOR CORNER;

THENCE SOUTH 89°22'46" WEST A DISTANCE OF 203.47' TO A POINT FOR CORNER;

THENCE SOUTH 44°05'38" WEST A DISTANCE OF 12.02' TO A POINT FOR CORNER;

THENCE SOUTH 89°17'44" WEST A DISTANCE OF 422.14' TO A POINT FOR CORNER;

THENCE NORTH 86°13'44" WEST A DISTANCE OF 108.48' TO A POINT FOR CORNER FOR THE BEGINNING OF A CURVE TO THE LEFT WITH A RADIUS OF 217.00', A DELTA ANGLE OF 04°11'17", AND A LONG CHORD WHICH BEARS NORTH 88°34'29" WEST A DISTANCE OF 15.86';

THENCE WITH SAID CURVE TO THE LEFT AN ARC DISTANCE OF 15.86' TO A POINT FOR CORNER;

THENCE SOUTH 89°19'53" WEST A DISTANCE OF 108.00' TO A POINT FOR CORNER;

THENCE NORTH 45°48'53" WEST A DISTANCE OF 31.32' TO A POINT FOR CORNER;

THENCE NORTH 00°57'39" WEST A DISTANCE OF 1010.15' TO A POINT FOR CORNER FOR THE BEGINNING OF A CURVE TO THE RIGHT WITH A RADIUS OF 19.93', A DELTA ANGLE OF 90°20'52", AND A LONG CHORD WHICH BEARS NORTH 43°54'05" EAST A DISTANCE OF 28.28';

THENCE WITH SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 31.39' TO A POINT FOR CORNER;

THENCE NORTH 89°01'57" EAST A DISTANCE OF 44.99' TO A POINT FOR CORNER;

THENCE NORTH 00°58'59" WEST A DISTANCE OF 45.00' TO THE POINT OF BEGINNING AND ENCLOSING 33.084 ACRES OF LAND, MORE OR LESS.

J E Thompson

DATE: 04-14-2015

J.E. THOMPSON II R.P.L.S No. 4857



**0.186 ACRES
IN THE R. HENSWORTH SURVEY
ABSTRACT NO. 578
J. DOOLEY SURVEY
ABSTRACT NO. 343
DENTON COUNTY, TEXAS**

FIELD NOTES TO ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE R. HENSWORTH SURVEY, ABSTRACT NUMBER 578 AND THE J. DOOLEY SURVEY, ABSTRACT NUMBER 343, DENTON COUNTY, TEXAS, AND BEING A PART OF STANDRIDGE DRIVE, A VARIABLE WIDTH RIGHT-OF-WAY, A PART OF POLSER ROAD, A VARIABLE WIDTH RIGHT-OF-WAY, AND A PART OF LOT 23, BLOCK D, OF THE CASTLE HILLS ADDITION, PHASE III, SECTION B, AS SHOWN ON THE PLAT THEREOF RECORDED IN CABINET W, PAGE 383 OF THE PLAT RECORDS OF DENTON COUNTY, TEXAS, AND A PART OF A TRACT OF LAND DESCRIBED IN THE DEED TO CH PH 9, LLC, AS RECORDED IN INSTRUMENT NUMBER 2015-63960 OF THE OFFICIAL PUBLIC RECORDS OF DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOR CORNER WHICH BEARS SOUTH 88°53'10" WEST, A DISTANCE OF 5.00 FEET, FROM A 1½" IRON ROD FOUND IN THE EAST RIGHT-OF-WAY LINE OF SAID STANDRIDGE DRIVE IN THE SOUTH LINE OF SAID CH PH 9 TRACT;

THENCE NORTH 01°06'50" WEST, DEPARTING SAID SOUTH LINE, A DISTANCE OF 10.05 FEET, TO A POINT FOR CORNER;

THENCE SOUTH 88°53'10" WEST, A DISTANCE OF 1495.27 FEET, TO A POINT FOR CORNER;

THENCE NORTH 01°01'36" WEST, ACROSS SAID POLSER ROAD PART OF THE WAY AND WITH THE WEST LINE OF SAID LOT 23, A DISTANCE OF 56.95 FEET, TO A POINT FOR CORNER;

THENCE NORTH 16°19'52" EAST, WITH THE WEST LINE OF SAID LOT 23 A, DISTANCE OF 67.69 FEET, TO A POINT IN THE SOUTH LINE OF THE CASTLE HILLS GOLF COURSE, AS RECORDED IN CABINET B, PAGE 326, SAID PLAT RECORDS, FOR THE NORTHWEST CORNER OF SAID LOT 23;

THENCE NORTH 88°20'14" EAST, WITH THE SOUTH LINE OF SAID CASTLE HILLS GOLF COURSE, A DISTANCE OF 5.26 FEET, TO A POINT FOR CORNER;

THENCE SOUTH 16°19'52" WEST, DEPARTING THE SOUTH LINE OF SAID CASTLE HILLS GOLF COURSE A DISTANCE OF 68.55 FEET, TO A POINT FOR CORNER;

THENCE SOUTH 01°01'36" EAST, A DISTANCE OF 51.18 FEET, TO A POINT FOR CORNER;

THENCE NORTH 88°53'10" EAST, A DISTANCE OF 1495.26 FEET, TO A POINT FOR CORNER;

THENCE SOUTH 01°06'50" EAST, A DISTANCE OF 15.05 FEET, TO A POINT FOR CORNER IN THE SOUTH LINE OF SAID CH PH 9 TRACT;

THENCE SOUTH 88°53'10" WEST, WITH SAID SOUTH LINE, A DISTANCE OF 5.00 FEET, TO THE POINT OF BEGINNING AND ENCLOSING 0.186 ACRES OF LAND, MORE OR LESS.

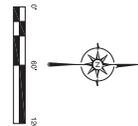
J E Thompson

DATE: 06-15-2015

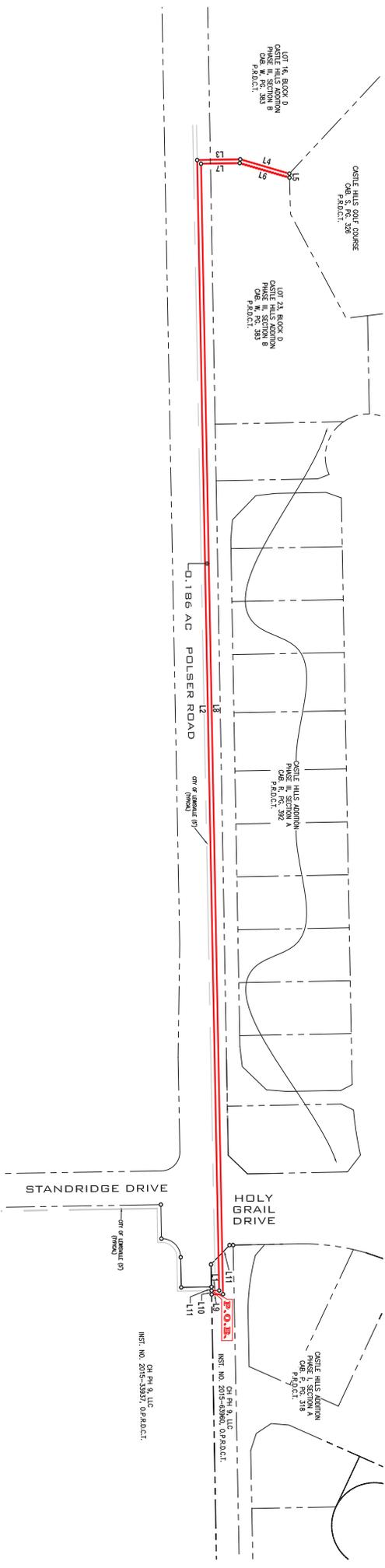
J.E. THOMPSON II R.P.L.S No. 4857



NOTES
 1. BEARING DATA DERIVED FROM GPS
 2. OBSERVATIONS MADE ON THE GROUND.
 TEXAS NORTH CENTRAL, AND IS.



LINE	BEARING	DISTANCE
1	N 01°05'50" W	10.05'
2	S 85°53'10" W	1489.27'
3	N 01°05'50" W	10.05'
4	N 16°13'52" E	67.89'
5	N 85°20'14" E	5.26'
6	S 16°19'52" W	68.35'
7	S 01°01'36" E	51.18'
8	N 85°53'10" E	1489.26'
9	N 01°05'50" W	10.05'
10	S 85°53'10" W	5.00'
11	S 85°53'10" W	5.00'



FIELD NOTES TO THE SURVEY MAP: THE POINTS OF CORNER FOR LOTS 16, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

GENERAL NOTE:
 THAT THIS SURVEY HAS BEEN PREPARED FROM AN ACCURATE
 ONE-CENTIMETER SURVEY OF THE PREMISES, PERTAINING TO THE ACCURACY AND
 SUPERVISION OF SAID SURVEY AND THAT THE FINDINGS AND RESULTS OF SAID SURVEY
 ARE THE PROPERTY OF THE SURVEYOR OR HIS SUCCESSORS AND HEIR.



J.E. THOMPSON III, S.P.S., No. 4887

BOUNDARY EXHIBIT
 0.186 AC POLSER ROAD
 IN THE EAST 1/4 SECTION 16, T.12N. R.10E. S.18E.
 ABSTRACT NO. 572
 J. LOOLEY SURVEY
 ABSTRACT NO. 343
 DENVER COUNTY, TEXAS

STATE REGISTERED
 J.E. THOMPSON III
 REGISTERED PROFESSIONAL SURVEYOR
 STATE OF TEXAS
 NO. 4887

EXHIBIT "B"

Consists of Parcel I which:

Contains approximately 259.71 acres of land in Denton County, Texas and is made up of the following tracts:

Tract A - 223.84 acres save and except the following

Tract C - 3.26 Acres

Tract D - 7.49 Acres

Tract E - 3.96 Acres

Tract K - 0.61 Acres

Tract L - 25.53 Acres

Tract M - 4.24 Acres

Tract N - 4.30 Acres

Tract O - 4.70 Acres

Tract P - 2.22 Acres

Tract Q - 2.08 Acres

Tract R - 1.75 Acres

leaving 163.70 Acres of land.

And

Tract B - 129.27 acres save and except the following

Tract F - 15.83 Acres

Tract G - 5.52 Acres

Tract H - 3.38 Acres

Tract I - 1.49 Acres

Tract J - 7.04 Acres

leaving 96.01 Acres of land ; And

Parcel 2 which:

Contains approximately 1.6841 acres of land in Denton County, Texas, for a total of 161.3941 acres of land as further described herein.

TRACT A
163.70 ACRES

BEING a 163.70 acre tract of land located in Denton County, Texas and being part of the James Dooley Survey, Abstract No. 343, the W.J. Bonner Survey; Abstract No. 122, the Haynes and Bullion Survey, Abstract No. 1691, and the Peyton R. Splane Survey, Abstract No. 1218, and also being, a part of a 2628 acre tract of land known as Denton County Fresh Water Supply District No. 1 (DCFWS No. 1) described in Volume 1191, Page 111 of the Deed Records of Denton County, Texas, and the subject tract being more particularly described as follows:

COMMENCING at the southeast corner of the James Dooley Survey, Abstract No. 343, said point also being the most southerly southeast corner of the said 2628 acre DCFWS No. 1 tract;

THENCE South $88^{\circ} 56' 42''$ West, 3223.83 feet to a $\frac{1}{2}$ " set iron rod capped "H.A.T. #2901" for corner, said point also being the PLACE OF BEGINNING;

THENCE South $88^{\circ} 56' 42''$ West, 142.69 feet to a $\frac{1}{2}$ " set iron rod capped "H.A.T. #2901" for corner;

THENCE North $27^{\circ} 42' 24''$ West, 126.90 feet to a $\frac{1}{2}$ " set iron rod capped "H.A.T. #2901" for corner;

THENCE North $47^{\circ} 04' 07''$ West, 856.53 feet to a $\frac{1}{2}$ " set iron rod capped "H.A.T. #2901" for corner;

THENCE North $54^{\circ} 06' 17''$ West, 401.68 feet to a $\frac{1}{2}$ " set iron rod at the beginning of a tangent curve to the right, having a central angle of $50^{\circ} 22' 29''$, a radius of 224.58 feet, and a chord bearing North $28^{\circ} 55' 02''$ sec. West;

THENCE along said curve, 197.45 feet to a $\frac{1}{2}$ " set iron rod capped "H.A.T. #2901" for corner;

THENCE North $07^{\circ} 21' 28''$ West, 157.05 feet to a $\frac{1}{2}$ " set iron rod capped "H.A.T. #2901" for corner;

THENCE North $80^{\circ} 58' 12''$ West, 464.04 feet to a $\frac{1}{2}$ " set iron rod capped "H.A.T. #2901" for corner;

THENCE North $81^{\circ} 31' 32''$ West, 231.47 feet to a $\frac{1}{2}$ " set iron rod

capped "H.A.T. #2901" for corner;

THENCE North 80° 44' 56" West, 184.19 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 74° 28' 35" West, 199.02 feet to a ½" set iron rod at the beginning of a tangent curve to the right, having a central angle of 145° 58' 16", a radius of 156.82 feet, and a chord bearing North 01° 29' 27" West;

THENCE along said curve, 399.52 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 67° 27' 06" East, 71.78 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 09° 44' 19" West, 302.10 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 00° 33' 36" West, 292.22 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 26° 33' 02" East, 19.51 feet to a ½" set iron rod at the beginning of a tangent curve to the right, having a central angle of 44° 47' 47", a radius of 185.81 feet, and a chord bearing North 48° 56' 56" East;

THENCE along said curve, 145.28 feet to a ½" set iron rod at the beginning of a tangent curve to the right, having a central angle of 13° 50' 57", a radius of 364.88 feet, and a chord bearing North 78° 16' 18" East;

THENCE along said curve, 88.20 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 01° 02' 45" West, 443.98 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 89° 28' 50" West, 798.12 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 02° 27' 12" East, 1,175.08 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 29° 09' 03" East, 1,093.90 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 35° 09' 07" East, 693.67 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 89° 49' 09" East, 405.05 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE East 190.66 feet to a ½" set iron rod at the beginning of a tangent curve to the right, having a central angle of 17° 17' 45", a radius of 2150.00 feet, and a chord bearing South 81° 21' 08" East;

THENCE along said curve, 649.01 feet to a ½" set iron rod at the beginning of a tangent curve to the right, having a central angle of 37° 23' 19", a radius of 350.00 feet, and a chord bearing South 54° 00' 36" East;

THENCE along said curve, 228.39 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 12° 44' 40" East, 199.46 feet to a ½" set iron rod at the beginning of a tangent curve to the left, having a central angle of 40° 03' 58", a radius of 482.00 feet, and a chord bearing North 41° 12' 35" West,

THENCE along said curve, 337.06 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 61° 14' 34" East, 560.00 feet to a ½" set iron rod at the beginning of a tangent curve to the right, having a central angle of 25° 08' 50", a radius of 918.00 feet, and a chord bearing North 48° 40' 09" West,

THENCE along said curve, 402.91 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 47° 49' 19" East, 203.42 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 32° 57' 03" East, 121.97 feet to a ½" set iron rod at the beginning of a tangent curve to the left, having a central angle of 05° 35' 52", a radius of 1031.00 feet, and a chord bearing South 48° 36' 28" East;

THENCE along said curve, 100.73 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 12° 54' 21" West, 14.55 feet to a ½" set iron rod at the beginning of a tangent curve to the left, having a central

angle of $17^{\circ} 29' 08''$, a radius of 1,903.98 feet, a chord bearing South $04^{\circ} 09' 47''$ West;

THENCE along said curve, 581.05 feet to a $\frac{1}{2}$ " set iron rod at the beginning of a tangent curve to the left, having a central angle of $36^{\circ} 03' 49''$, a radius of 294.38 feet, and a chord bearing South $22^{\circ} 36' 41''$ East;

THENCE along said curve, 185.29 feet to a $\frac{1}{2}$ " set iron rod at the beginning of a reverse curve, having a central angle of $18^{\circ} 29' 41''$, a radius of 939.05 feet, and a chord bearing South $31^{\circ} 23' 45''$ East;

THENCE along said curve, 303.12 feet to a $\frac{1}{2}$ " set iron rod capped "H.A.T. #2901" for corner;

THENCE South $21^{\circ} 58' 46''$ East, 25.09 feet to a $\frac{1}{2}$ " set iron rod at the beginning of a tangent curve to the right, having a central angle of $83^{\circ} 00' 12''$, a radius of 29.05 feet, and a chord bearing South $19^{\circ} 31' 21''$ West;

THENCE along said curve, 42.09 feet to a $\frac{1}{2}$ " set iron rod capped "H.A.T. #2901" for corner;

THENCE South $50^{\circ} 17' 09''$ West, 62.67 feet to a $\frac{1}{2}$ " set iron rod at the beginning of a tangent curve to the right, having a central angle of $73^{\circ} 54' 16''$, a radius of 160.94 feet, and a chord bearing South $87^{\circ} 14' 17''$ West;

THENCE along said curve, 207.59 feet to a $\frac{1}{2}$ " set iron rod capped "H.A.T. #2901" for corner;

THENCE North $59^{\circ} 09' 02''$ West, 63.16 feet to a $\frac{1}{2}$ " set iron rod capped "H.A.T. #2901" for corner;

THENCE North $49^{\circ} 21' 18''$ West, 185.78 feet to a $\frac{1}{2}$ " set iron rod capped "H.A.T. #2901" for corner;

THENCE North $15^{\circ} 43' 44''$ West, 217.37 feet to a $\frac{1}{2}$ " set iron rod capped "H.A.T. #2901" for corner;

THENCE North $25^{\circ} 19' 50''$ West, 274.09 feet to a $\frac{1}{2}$ " set iron rod capped "H.A.T. #2901" for corner;

THENCE North $38^{\circ} 36' 50''$ West, 335.10 feet to a $\frac{1}{2}$ " set iron rod capped "H.A.T. #2901" for corner;

THENCE North $65^{\circ} 18' 37''$ West, 238.61 feet to a $\frac{1}{2}$ " set iron rod

capped "H.A.T. #2901" for corner;

THENCE South 52° 44' 06" West, 162.73 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 35° 02' 08" West, 52.11 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 28° 06' 07" West, 155.41 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 39° 02' 31" West, 183.92 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 50° 35' 45" West, 239.94 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 74° 49' 11" West, 143.84 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE 42° 15' 38" West, 575.89 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 42° 20' 02" West, 852.13 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 26° 15' 57" West, 326.84 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 43° 17' 57" East, 89.64 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 38° 13' 18" East, 247.33 feet to a ½" set iron rod at the beginning of a tangent curve to the left, having a central angle of 40° 58' 15", a radius of 200.00 feet, and a chord bearing South 58° 42' 26" East;

THENCE along said curve, 143.02 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 79° 11' 33" East, 268.87 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 79° 13' 27" East, 82.82 feet to a ½" set iron rod at the beginning of a tangent curve to the left, having a central angle of 29° 02' 44", a radius of 400.00 feet, and a chord bearing North 86° 15' 11" East;

THENCE along said curve, 202.78 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 71° 43' 49" East, 115.81 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 39° 10' 18" East, 998.57 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 62° 52' 16" East, 824.76 feet to a ½" set iron rod at the beginning of a tangent curve to the right, having a central angle of 43° 24' 32", a radius of 110.25 feet, and a chord bearing North 84° 34' 32" East;

THENCE along said curve, 83.53 feet to a ½" set iron rod at the beginning of a tangent curve to the right, having a central angle of 126° 06' 25", a radius of 69.25 feet, and a chord bearing South 10° 39' 59" East;

THENCE along said curve, 152.42 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 48° 48' 45" West, 861.46 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 38° 33' 41" West, 877.96 feet to a ½" set iron rod at the beginning of a tangent curve to the right, having a central angle of 15° 21' 19", a radius of 222.47 feet, and a chord bearing South 46° 14' 21" West;

THENCE along said curve, 59.62 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 03° 35' 50" East, 154.93 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 49° 27' 43" East, 711.80 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 24° 08' 57" East, 45.03 feet to a ½" set iron rod at the beginning of a tangent curve to the right, having a central angle of 61° 03' 44", a radius of 158.03 feet, and a chord bearing South 06° 22' 55" West;

THENCE along said curve, 168.42 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 06° 55' 04" East, 560.03 feet to a ½" set iron rod

capped "H.A.T. #2901", for corner, said point also being the POINT OF BEGINNING and containing 223.84 acres of land, more or less;

SAVE AND EXCEPT a 3.26 acre tract known as Tract C, a 7.49 acre tract known as Tract D, a 3.96 acre tract known as Tract E, a 0.61 acre tract known as Tract K, a 25.53 acre tract known as Tract L, a 4.24 acre tract known as Tract M, a 4.30 acre tract known as Tract N, a 4.70 acre tract known as Tract O, a 2.22 acre tract known as Tract P, a 2.08 acre tract known as Tract Q, and a 1.75 acre tract known as Tract R, leaving an area of 163.70 acres of land, more or less.

TRACT C
3.26 ACRES

BEING a 3.26 acre tract of land located in the Denton County, Texas and being part of the James Dooley Survey, Abstract No. 343 and also being, a part of a 2,628 acre tract of land known as Denton County Fresh Water Supply District No. 1 (DCFWS No. 1) described in Volume 1191, Page 111 of the Deed Records of Denton County, Texas, and the subject tract being more particularly described as follows:

COMMENCING at the Southeast corner of the James Dooley Survey, Abstract No. 343, said Point of Commencing also being the most Southerly Southeast corner of the said 2,628 acre DCFWS No. 1 tract;

THENCE North $72^{\circ} 02' 36''$, 4,156.13 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point being the POINT OF BEGINNING;

THENCE South $76^{\circ} 57' 09''$ West, 656.61 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North $07^{\circ} 21' 28''$ West, 70.35 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North $76^{\circ} 57' 09''$ East, 167.20 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North $33^{\circ} 38' 04''$ West, 425.25 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South $79^{\circ} 12' 26''$ East, 179.60 feet to a 1/2" set iron rod at the beginning of a tangent curve to the left, having a central angle of $22^{\circ} 23' 50''$, a radius of 399.40 feet, and a chord bearing North $89^{\circ} 35' 39''$ East;

THENCE along said curve, 156.13 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North $73^{\circ} 57' 07''$ East, 70.10 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South $13^{\circ} 02' 51''$ East, 295.22 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North $76^{\circ} 57' 09''$ East, 257.97 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South $03^{\circ} 35' 50''$ East, 70.96 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING and containing 3.26 acre of land, more or less.

TRACT D
7.49 ACRES

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BEING a 7.49 acre tract of land located in the Denton County, Texas and being part of the James Dooley Survey, Abstract No. 343 and the Haynes & Bullion Survey, Abstract No. 1691, and also being, a part of a 2,628 acre tract of land known as Denton County Fresh Water Supply District No. 1 (DCFWS No. 1) described in Volume 1191, Page 111 of the Deed Records of Denton County, Texas, and the subject tract being more particularly described as follows:

COMMENCING at the Southeast corner of the James Dooley Survey, Abstract No. 343, said Point of Commencing also being the most Southerly Southeast corner of the said 2,628 acre DCFWS No. 1 tract;

THENCE North $72^{\circ} 41' 19''$ West, 5,752.71 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point being the POINT OF BEGINNING;

THENCE North $9^{\circ} 44' 19''$ West, 302.10 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North $00^{\circ} 33' 36''$ West, 292.22 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North $26^{\circ} 33' 02''$ East, 19.51 feet to a 1/2" set iron rod at the beginning of a tangent curve to the right, having a central angle of $44^{\circ} 47' 47''$, a radius of 185.81 feet, and a chord bearing North $47^{\circ} 34' 11''$ East;

THENCE along said curve, 145.28 feet to a 1/2" set iron rod at the beginning of a tangent curve to the right, having a central angle of $13^{\circ} 50' 57''$, a radius of 364.88 feet, and a chord bearing North $78^{\circ} 16' 18''$ East;

THENCE along said curve, 88.20 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North $01^{\circ} 02' 27''$ West, 443.98 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South $89^{\circ} 28' 50''$ West, 798.16 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North $01^{\circ} 38' 01''$ East, 150.34 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North $89^{\circ} 28' 50''$ East, 892.06 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South $00^{\circ} 57' 15''$ East, 571.75 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South $6^{\circ} 49' 29''$ West, 487.86 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South $36^{\circ} 21' 27''$ West, 319.43 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING and containing 7.49 acres of land, more or less.

TRACT E
3.96 ACRES

BEING a 3.96 acre tract of land located in the Denton County, Texas and being part of the James Dooley Survey, Abstract No. 343, and also being, a part of a 2,628 acre tract of land known as Denton County Fresh Water Supply District No. 1 (DCFWS No. 1) described in Volume 1191, Page 111 of the Deed Records of Denton County, Texas, and the subject tract being more particularly described as follows:

COMMENCING at the Southeast corner of the James Dooley Survey, Abstract No. 343, said Point of Commencing also being the most Southerly Southeast corner of the said 2,628 acre DCFWS No. 1 tract;

THENCE North 49° 59' 16" West, 6,231.23 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point being the POINT OF BEGINNING;

THENCE North 66° 41' 35" West, 225.00 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 24° 15' 13" East, 600.00 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 66° 41' 57" East, 350.00 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 35° 58' 49" West, 614.94 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING and containing 3.96 acres of land, more or less.

TRACT K
0.61 ACRES

BEING a 0.61 acre tract of land located in the Denton County, Texas and being part of the James Dooley Survey, Abstract No. 343, and the Horatio Grooms Survey, Abstract No. 440, and also being, a part of a 2,628 acre tract of land known as Denton County Fresh Water Supply District No. 1 (DCFWS No. 1) described in Volume 1191, Page 111 of the Deed Records of Denton County, Texas, and the subject tract being more particularly described as follows:

COMMENCING at the Southeast corner of the James Dooley Survey, Abstract No. 343, said Point of Commencing also being the most Southerly Southeast corner of the said 2,628 acre DCFWS No. 1 tract;

THENCE South 88° 56' 21" West, 3,223.63 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point being the POINT OF BEGINNING;

THENCE West, 142.69 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 27° 42' 24" West, 112.95 to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 27° 42' 24" West, 13.95 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 47° 04' 07" West, 19.21 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 88° 21' 12" East, 53.54 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 07° 00' 40" East, 101.04 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 06° 55' 04" East, 100.73 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING and containing 0.61 acres of land, more or less.

**TRACT L
25.53 ACRES**

BEING a 25.53 acre tract of land located in the Denton County, Texas and being part of the James Dooley Survey, Abstract No. 343, and the Peyton R. Splane Survey, Abstract No. 1218, and the Haynes & Bullion Survey, Abstract No. 1691, and also being, a part of a 2,628 acre tract of land known as Denton County Fresh Water Supply District No. 1 (DCFWS No. 1) described in Volume 1191, Page 111 of the Deed Records of Denton County, Texas, and the subject tract being more particularly described as follows:

COMMENCING at the Southeast corner of the James Dooley Survey, Abstract No. 343, said Point of Commencing also being the most Southerly Southeast corner of the said 2,628 acre DCFWS No. 1 tract;

THENCE North 61° 00' 42" West, 6,237.93 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said corner being the PLACE OF BEGINNING;

THENCE South 89° 32' 04" West, 439.88 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 24° 01' 26" East, 2,783.61 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 88° 11' 58" East, 432.11 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 24° 01' 04" West, 2,764.70 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING and containing 25.53 acres of land, more or less.

TRACT M
4.24 ACRES

BEING a 4.24 acre tract of land located in the Denton County, Texas and being part of the James Dooley Survey, Abstract No. 343, and also being, a part of a 2,628 acre tract of land known as Denton County Fresh Water Supply District No. 1 (DCFWS No. 1) described in Volume 1191, Page 111 of the Dead Records of Denton County, Texas, and the subject tract being more particularly described as follows:

COMMENCING at the Southeast corner of the James Dooley Survey, Abstract No. 343, said Point of Commencing also being the most Southerly Southeast corner of the said 2,628 acre DCFWS No. 1 tract;

THENCE North 67° 07' 43" West, 5,398.88 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point being the PLACE OF BEGINNING;

THENCE North 11° 33' 57" East, 318.84 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 52° 15' 14" East, 443.72 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 25° 58' 16" East, 353.37 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 13° 51' 05" East, 300.45 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 37° 40' 11" East, 93.47 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 85° 10' 19" East, 148.97 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 42° 15' 38" West, 575.89 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 42° 20' 02" West, 852.13 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING and containing 4.24 acres of land, more or less.

TRACT N
4.30 ACRES

BEING a 4.30 acre tract of land located in the Denton County, Texas and being part of the James Dooley Survey, Abstract No. 343, and the Payton R. Splane Survey, Abstract No. 1218, and also being, a part of a 2,628 acre tract of land known as Denton County Fresh Water Supply District No. 1 (DCFWS No. 1) described in Volume 1191, Page 111 of the Deed Records of Denton County, Texas, and the subject tract being more particularly described as follows:

COMMENCING at the Southeast corner of the James Dooley Survey, Abstract No. 343, said Point of Commencing also being the most Southerly Southeast corner of the said 2,628 acre DCFWS No. 1 tract;

THENCE North 43° 40' 47" West, 7,149.67 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point being the POINT OF BEGINNING;

THENCE South 86° 17' 55" West, 532.06 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 35° 09' 07" East, 522.12 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 89° 49' 09" East, 405.05 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 24° 03' 40" West, 428.51 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING and containing 4.30 acres of land, more or less.

TRACT O
4.70 ACRES

BEING a 4.70 acre tract of land located in the Denton County, Texas and being part of the James Dooley Survey, Abstract No. 343, and also being a part of a 2,626 acre tract of land known as Denton County Fresh Water Supply District No. 1 (DCFWS D No. 1) described in Volume 1191, Page 111 of the Deed Records of Denton County, Texas, and the subject tract being more particularly described as follows:

COMMENCING at the Southeast corner of the James Dooley Survey, Abstract No. 343, said Point of Commencing also being the most Southerly Southeast corner of the said 2,628 acre DCFWS D No. 1 tract;

THENCE North $69^{\circ}12'56''$ West, 5,414.14 feet to a $1/2''$ set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING;

THENCE North $13^{\circ}18'54''$ East, 826.43 feet to a $1/2''$ set iron rod capped "H.A.T. #2901" for corner;

THENCE North $39^{\circ}04'09''$ East, 700.00 feet to a $1/2''$ set iron rod capped "H.A.T. #2901" for corner;

THENCE North $76^{\circ}48'33''$ East, 100.00 feet to a $1/2''$ set iron rod capped "H.A.T. #2901" for corner;

THENCE South $13^{\circ}51'05''$ West, 300.45 feet to a $1/2''$ set iron rod capped "H.A.T. #2901" for corner;

THENCE South $25^{\circ}58'16''$ West, 353.37 feet to a $1/2''$ set iron rod capped "H.A.T. #2901" for corner;

THENCE South $52^{\circ}15'14''$ West, 443.72 feet to a $1/2''$ set iron rod capped "H.A.T. #2901" for corner;

THENCE South $11^{\circ}33'57''$ West, 318.84 feet to a $1/2''$ set iron rod capped "H.A.T. #2901" for corner;

THENCE South $26^{\circ}15'57''$ West, 197.51 feet to a $1/2''$ set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING and containing 4.70 acres of land, more or less.

TRACT P
2.22 ACRES

BEING a 2.22 acre tract of land located in the Denton County, Texas and being part of the Haynes & Bullion Survey, Abstract No. 1691 and the James Dooley Survey, Abstract No. 343, and also being a part of a 2,626 acre tract of land known as Denton County Fresh Water Supply District No. 1 (DCFWS No. 1) described in Volume 1191, Page 111 of the Deed Records of Denton County, Texas, and the subject tract being more particularly described as follows:

COMMENCING at the Southeast corner of the James Dooley Survey, Abstract No. 343, said Point of Commencing also being the most Southerly Southeast corner of the said 2,628 acre DCFWS No. 1 tract;

THENCE North 63°25'23" West, 5,867.62 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING;

THENCE North 00°57'15" West, 400.00 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 89°25'19" West, 202.15 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 24°01'04" East, 250.00 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 65°58'56" East, 352.68 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 24°01'04" West, 528.47 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING and containing 2.22 acres of land, more or less.

TRACT Q
2.08 ACRES

BEING a 2.08 acre tract of land located in the Denton County, Texas and being part of the James Dooley Survey, Abstract No. 343, and also being a part of a 2,626 acre tract of land known as Denton County Fresh Water Supply District No. 1 (DCFWS No. 1) described in Volume 1191, Page 111 of the Deed Records of Denton County, Texas, and the subject tract being more particularly described as follows:

COMMENCING at the Southeast corner of the James Dooley Survey, Abstract No. 343, said Point of Commencing also being the most Southerly Southeast corner of the said 2,628 acre DCFWS No. 1 tract;

THENCE North $31^{\circ}14'01''$ West, 5,539.41 feet to a 1/2" set iron rod capped "H.A.T. #2901" at the beginning of a non-tangent curve to the left, having a central angle of $03^{\circ}00'18''$, a radius of 1,055.54, and a chord bearing North $59^{\circ}54'01''$ West, said point also being the POINT OF BEGINNING;

THENCE along said curve, 55.36 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North $61^{\circ}14'34''$ West, 560.00 feet to a 1/2" set iron rod capped "H.A.T. #2901" at the beginning of a tangent curve to the right, having a central angle of $15^{\circ}16'22''$, a radius of 318.00, and a chord bearing North $53^{\circ}36'23''$ West for corner;

THENCE along said curve, 84.77 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South $79^{\circ}40'38''$ East, 750.00 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South $31^{\circ}36'08''$ West, 250.00 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING and containing 2.08 acres of land, more or less.

**TRACT R
1.75 ACRES**

BEING a 1.75 acre tract of land located in the Denton County, Texas and being part of the Haynes & Bullion Survey, Abstract No. 621, and also being a part of a 2,626 acre tract of land known as Denton County Fresh Water Supply District No. 1 (DCFWS No. 1) described in Volume 1191, Page 111 of the Deed Records of Denton County, Texas, and the subject tract being more particularly described as follows:

COMMENCING at the Southeast corner of the James Dooley Survey, Abstract No. 343, said Point of Commencing also being the most Southerly Southeast corner of the said 2,628 acre DCFWS No. 1 tract;

THENCE North $04^{\circ}40'06''$ East, 54,560.29 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING;

THENCE South $74^{\circ}29'15''$ West, 56.93 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North $83^{\circ}33'43''$ West, 151.96 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North $33^{\circ}42'40''$ West, 282.58 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North $00^{\circ}16'18''$ West, 280.10 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South $35^{\circ}09'02''$ East, 632.28 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING and containing 1.75 acres of land, more or less.

TRACT B
96.01 ACRES

BEING a 96.01 acre tract of land located in Denton County, Texas and being part of the James Dooley Survey, Abstract No. 343, the Peyton R. Splane Survey, Abstract No. 1218, the Haynes and Bullion Survey, Abstract No. 621, the Amos Singleton Survey Abstract No. 1138, and also being, a part of a 2628 acre tract of land known as Denton County Fresh Water Supply District No. 1 (DCFWS No. 1) described in Volume 1191, Page 111 of the Deed Records of Denton County, Texas, and the subject tract being more particularly described as follows:

COMMENCING at the southeast corner of the James Dooley Survey, Abstract No. 343, said Point of Commencing also being the most southerly southeast corner of the said 2628 acre DCFWS No. 1 tract;

THENCE North 28° 36' 20" West, 4,975.70 feet to a ½" set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING;

THENCE North 67° 03' 14" West, 194.94 feet to a ½" set iron rod at the beginning of a tangent curve to the left, having a central angle of 26° 20' 01", a radius of 1055.54 feet, and a chord bearing North 48° 14' 10" West;

THENCE along said curve, 485.14 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 61° 14' 34" West, 560.00 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 30° 29' 12" West, 199.96 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 32° 36' 32" West, 200.90 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 85° 10' 43" East, 444.66 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 30° 02' 21" East, 186.79 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 69° 27' 33" East, 98.32 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 24° 29' 36" East, 211.66 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North $04^{\circ} 37' 16''$ East, 294.61 feet to a $\frac{1}{2}$ " set iron rod capped "H.A.T. #2901" for corner;

THENCE North $21^{\circ} 33' 23''$ West, 117.46 feet to a $\frac{1}{2}$ " set iron rod capped "H.A.T. #2901" for corner;

THENCE North $06^{\circ} 31' 22''$ East, 104.18 feet to a $\frac{1}{2}$ " set iron rod capped "H.A.T. #2901" for corner;

THENCE North $14^{\circ} 02' 52''$ West, 69.57 feet to a $\frac{1}{2}$ " set iron rod capped "H.A.T. #2901" for corner;

THENCE North $23^{\circ} 04' 39''$ West, 496.48 feet to a $\frac{1}{2}$ " set iron rod capped "H.A.T. #2901" for corner;

THENCE North $87^{\circ} 12' 44''$ East, 492.27 feet to a $\frac{1}{2}$ " set iron rod capped "H.A.T. #2901" for corner;

THENCE South $19^{\circ} 16' 24''$ East, 247.25 feet to a $\frac{1}{2}$ " set iron rod at the beginning of a tangent curve to the right, having a central angle of $22^{\circ} 59' 42''$, a radius of 381.48 feet, and a chord bearing South $07^{\circ} 46' 33''$ East;

THENCE along said curve, 153.10 feet to a $\frac{1}{2}$ " set iron rod at the beginning of a reverse curve, having a central angle of $30^{\circ} 38' 42''$, a radius of 267.88 feet, and a chord bearing South $11^{\circ} 36' 03''$ East;

THENCE along said curve, 143.28 feet to a $\frac{1}{2}$ " set iron rod capped "H.A.T. #2901" for corner;

THENCE South $08^{\circ} 23' 19''$ East, 252.08 feet to a $\frac{1}{2}$ " set iron rod capped "H.A.T. #2901" for corner;

THENCE South $10^{\circ} 18' 49''$ East, 39.76 feet to a $\frac{1}{2}$ " set iron rod at the beginning of a tangent curve to the left, having a central angle of $41^{\circ} 20' 27''$, a radius of 274.18 feet, and a chord bearing South $30^{\circ} 59' 02''$ East;

THENCE along said curve, 197.83 feet to a $\frac{1}{2}$ " set iron rod at the beginning of a tangent curve to the left, having a central angle of $47^{\circ} 13' 39''$, a radius of 58.18 feet, and a chord bearing South $75^{\circ} 16' 05''$ East;

THENCE along said curve, 47.96 feet to a $\frac{1}{2}$ " set iron rod at the beginning of a tangent curve to the left, having a central angle of $36^{\circ} 25' 17''$, a radius of 334.19 feet, and a chord bearing North $62^{\circ} 54' 27''$ East;

THENCE along said curve, 212.44 feet to a $\frac{1}{2}$ " set iron rod capped "H.A.T. #2901" for corner;

THENCE North 18° 29' 54" East, 20.11 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 34° 39' 43" East, 284.73 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 33° 29' 22" East, 103.04 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 43° 26' 01" East, 496.30 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 65° 57' 35" East, 1,047.82 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 74° 13' 31" East, 678.31 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 77° 35' 32" East, 381.43 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South, 191.23 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 42° 09' 25" East, 578.93 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 33° 50' 07" West, 215.22 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 46° 50' 59" West, 107.99 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 46° 31' 30" East, 651.76 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 73° 42' 03" East, 58.37 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 17° 33' 20" East, 363.49 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 01° 25' 59" East, 249.15 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 89° 37' 33" West, 476.74 feet to ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 37° 49' 45" West, 431.23 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 74° 29' 15" West, 56.93 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 83° 33' 43" West, 151.96 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 33° 42' 40" West, 282.58 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 00° 16' 18" West, 280.10 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 32° 42' 40" West, 495.44 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 75° 18' 01" West, 232.82 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 67° 26' 57" West, 197.19 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 58° 24' 56" West, 20.18 feet to a ½" set iron rod at the beginning of a tangent curve to the right, having a central angle of 35° 38' 45", a radius of 206.54 feet, and a chord bearing South 76° 14' 18" West;

THENCE along said curve, 128.50 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 85° 13' 20" West, 599.88 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 57° 46' 16" West, 560.29 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 38° 30' 50" West, 118.27 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 00° 56' 23" East, 163.30 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 25° 34' 39" West, 136.50 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 78° 07' 15" West, 104.02 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 01° 21' 08" West, 340.55 feet to a ½" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 50° 38' 28" West, 339.67 feet to a ½" set iron rod

capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING and containing 129.27 acres of land, more or less; SAVE AND EXCEPT 15.83 acre tract known as Tract F, a 5.52 acre tract known as Tract G, a 3.38 acre tract known as Tract H, a 1.49 acre tract known as Tract I, and a 7.04 acre tract known as Tract J, leaving a net area of 96.01 acres of land, more or less.

TRACT F
15.83 ACRES

BEING a 15.83 acre tract of land located in the Denton County, Texas and being part of the Peyton R. Plane Survey, Abstract No. 1218, the Amos Singleton Survey, Abstract No. 1138, and also being, a part of a 2,628 acre tract of land known as Denton County Fresh Water Supply District No. 1 (DCFWS No. 1) described in Volume 1191, Page 111 of the Deed Records of Denton County, Texas, and the subject tract being more particularly described as follows:

COMMENCING at the Southeast corner of the James Dooley Survey, Abstract No. 343, said Point of Commencing also being the most Southerly Southeast corner of the said 2,628 acre DCFWS No. 1 tract;

THENCE North 23° 54' 02" West, 6,297.52 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point being the POINT OF BEGINNING;

THENCE South 74° 11' 25" West, 413.95 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 79° 38' 33" West, 377.95 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 30° 02' 21" East, 186.79 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 69° 27' 33" East, 98.32 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 24° 29' 36" East, 211.66 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 04° 37' 16" East, 294.61 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 21° 33' 23" West, 117.46 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 06° 31' 22" East, 104.18 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 14° 02' 52" West, 69.57 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 23° 04' 39" West, 496.48 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 87° 12' 44" East, 492.27 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 19° 16' 24" East, 244.56 feet to a 1/2" set iron rod at the beginning of a tangent curve to the right, having a central angle of 22° 30' 52", a radius of 368.28 feet, and a chord bearing South 08° 00' 58" East;

~~THENCE along said curve 144.72 feet to a 1/2" set iron rod at the beginning of a reverse curve to the left, having a central angle of 28° 49' 03", a radius of 301.19 feet, and a chord bearing South 11° 09' 34" East;~~

THENCE along said curve, 151.40 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 08° 31' 38" East, 189.84 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 08° 59' 06" East, 104.28 feet to a tangent curve to the left, having a central angle of 44° 24' 36", a radius of 253.18 feet, and a chord bearing South 31° 11' 24" East;

THENCE along said curve, 196.24 feet to a tangent curve to the left, having a central angle of 39° 54' 10", a radius of 306.08 feet, and a chord bearing North 62° 54' 27" East;

THENCE along said curve, 231.16 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 37° 02' 26" West, 465.15 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING and containing 15.83 acres of land, more or less.

TRACT G
5.52 ACRES

BEING a 5.52 acre tract of land located in the Denton County, Texas and being part of the Amos Singleton Survey, Abstract No. 1138, and also being, a part of a 2,628 acre tract of land known as Denton County Fresh Water Supply District No. 1 (DCFWS No. 1) described in Volume 1191, Page 111 of the Deed Records of Denton County, Texas, and the subject tract being more particularly described as follows:

COMMENCING at the Southeast corner of the James Dooley Survey, Abstract No. 343, said Point of Commencing also being the most Southerly Southeast corner of the said 2,628 acre DCFWS No. 1 tract;

THENCE North $13^{\circ} 24' 59''$ West, 6,605.28 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point being the POINT OF BEGINNING;

THENCE North $49^{\circ} 11' 40''$ West, 466.73 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North $43^{\circ} 26' 01''$ East, 237.59 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South $65^{\circ} 57' 34''$ East, 1,032.46 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South $85^{\circ} 40' 34''$ West, 755.11 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING and containing 5.52 acres of land, more or less.

TRACT H
3.38 ACRES

BEING a 3.38 acre tract of land located in the Denton County, Texas and being part of the Amos Singleton Survey, Abstract No. 1138, and Haynes & Bullion Survey, Abstract No. 621, and also being, a part of a 2,628 acre tract of land known as Denton County Fresh Water Supply District No. 1 (DCFWS No. 1) described in Volume 1191, Page 111 of the Deed Records of Denton County, Texas, and the subject tract being more particularly described as follows:

COMMENCING at the Southeast corner of the James Dooley Survey, Abstract No. 343, said Point of Commencing also being the most Southerly Southeast corner of the said 2,628 acre DCFWS No. 1 tract;

THENCE North 46° 13' 33" West, 597.56 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING;

THENCE North 58° 13' 01" West, 534.25 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 06° 41' 48" East, 5,518.49 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 65° 56' 56" West, 569.07 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 74° 02' 35" East, 693.53 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 77° 35' 32" East, 381.43 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South, 191.23 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 42° 09' 25" East, 578.93 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 33° 50' 07" West, 40.58 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING and containing 3.38 acres of land, more or less.

TRACT I
1.49 ACRES

BEING a 1.49 acre tract of land located in the Denton County, Texas and being part of the Haynes & Bullion Survey, Abstract No. 621, and also being, a part of a 2,628 acre tract of land known as ~~Denton County Fresh Water Supply District No. 1 (DCFWS No. 1)~~ described in Volume 1191, Page 111 of the Deed Records of Denton County, Texas, and the subject tract being more particularly described as follows:

COMMENCING at the Southeast corner of the James Dooley Survey, Abstract No. 343, said Point of Commencing also being the most Southerly Southeast corner of the said 2,628 acre DCFWS No. 1 tract;

THENCE North $14^{\circ} 49' 44''$ East, 4,346.22 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING;

THENCE North $89^{\circ} 38' 42''$ West, 476.48 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North $37^{\circ} 53' 23''$ East, 75.01 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South $89^{\circ} 38' 42''$ East, 450.59 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North $03^{\circ} 23' 11''$ West, 225.90 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North $14^{\circ} 49' 28''$ West, 338.41 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South $73^{\circ} 42' 03''$ East, 58.37 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South $17^{\circ} 33' 20''$ East, 363.49 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South $01^{\circ} 25' 59''$ East, 249.15 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING and containing 1.49 acres of land, more or less.

TRACT J
7.04 ACRES

BEING a 7.04 acre tract of land located in the Denton County, Texas and being part of the James Dooley Survey, Abstract No. 343, and also being, a part of a 2,628 acre tract of land known as Denton County Fresh Water Supply District No. 1 (DCFWS No. 1) described in Volume 1191, Page 111 of the Deed Records of Denton County, Texas, and the subject tract being more particularly described as follows:

COMMENCING at the Southeast corner of the James Dooley Survey, Abstract No. 343, said Point of Commencing also being the most Southerly Southeast corner of the said 2,628 acre DCFWS No. 1 tract;

THENCE North 28° 36' 22" West, 4,975.60 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point being the POINT OF BEGINNING;

THENCE North 67° 03' 14" West, 194.94 feet to a 1/2" set iron rod at the beginning of a tangent curve to the left, having a central angle of 23° 19' 42", a radius of 1,055.54 feet, and a chord bearing North 46° 44' 01" West;

THENCE along said curve, 429.77 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE North 31° 36' 08" East, 250.00 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 87° 40' 26" East, 630.48 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 01° 21' 08" East, 340.55 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner;

THENCE South 50° 38' 28" West, 339.67 feet to a 1/2" set iron rod capped "H.A.T. #2901" for corner, said point also being the POINT OF BEGINNING and containing 7.04 acres of land, more or less.

LEGAL DESCRIPTION

BEING a 1.6841 acre tract of land located in the Haynes and Bullion Survey, Abstract number 621 and being part of a called 130 acre tract described by deed to H.R. Bright as recorded in Volume 397, Page 372; Deed Records, Denton County, Texas, (D.R.D.C.T.) and being more particularly described as follows:

BEGINNING at the northwest corner of the Haynes and Bullion Survey, said corner being the southeast interior ell corner of the Amos Singleton Survey, Abstract Number 1138, said point also being the northwest corner of said 130 acre tract, a set 1/2-inch iron rod with a yellow plastic cap stamped "HALFF ASSOC., INC." thereafter referred to as "with cap") for a corner;

THENCE North 88 degrees 58 minutes 37 seconds East, along the north line of said 130 acre tract, said line being a common line between the Haynes and Bullion Survey and the Amos Singleton Survey, a distance of 573.99 feet to a set 1/2-inch iron rod with cap for a corner, said corner being on a non-tangent circular curve to the left having a radius of 612.96 feet and whose chord bears South 79 degrees 57 minutes 41 seconds East a distance of 207.64 feet, said point being on the south right-of-way of Farm to Market Highway 544 (80 feet wide) as recorded in Volume 348, Page 322, D.R.D.C.T.;

THENCE Southeasterly, departing said common line and along said south right-of-way line and along said curve, through a central angle of 19 degrees 30 minutes 12 seconds, for an arc distance of 208.65 feet to a set 1/2-inch iron rod with cap for a corner;

THENCE South 01 degree 16 minutes 07 seconds East, departing said south right-of-way line, a distance of 159.59 feet to a set 1/2-inch iron rod with cap for a corner, said corner being on the north right-of-way line of the Gulf, Colorado, and Santa Fe Railroad Company (150 feet wide) as recorded in Volume 440, Page 201, and Volume 441, Page 146, D.R.D.C.T.;

THENCE North 76 degrees 53 minutes 50 seconds West, along said north right-of-way line, a distance of 558.77 feet to a set 1/2-inch iron rod with cap for the point of curvature of a circular curve to the right having a radius of 9092.37 feet and whose chord bears North 76 degrees 07 minutes 33 seconds West a distance of 244.82 feet;

THENCE Northwesterly, along said north right-of-way line and along said curve, through a central angle of 01 degree 32 minutes 34 seconds, for an arc distance of 244.82 feet to a set 1/2-inch iron rod with cap for a corner;

THENCE North 01 degree 03 minutes 23 seconds West, departing said north right-of-way line a distance of 0.12 feet to the POINT OF BEGINNING and containing 73,358 square feet or 1.6841 acres of land more or less.

**33.094 ACRES
IN THE R. HENSWORTH SURVEY
ABSTRACT NO. 578
DENTON COUNTY, TEXAS**

FIELD NOTES TO A PART OF A CALLED 36.5 ACRE TRACT OF LAND IN THE RICHARD HENSWORTH SURVEY, ABSTRACT NO. 578, DENTON COUNTY, TEXAS, DESCRIBED IN A DEED FROM WALTER EDWIN BERNDT AND ANNIE LUCINDA BERNDT TO CHB FARM, L.P., RECORDED IN VOLUME 4477, PAGE 1573, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF SAID 36.5 ACRE TRACT FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH THE NORTHWEST CORNER OF SAID 36.5 ACRE TRACT BEARS SOUTH 88°57'79" WEST A DISTANCE OF 5.00';

THENCE NORTH 88°57'49" EAST WITH THE NORTH LINE OF SAID 36.5 ACRE TRACT A DISTANCE OF 1164.93' TO A POINT FOR CORNER;

THENCE SOUTH00°53'14" EAST A DISTANCE OF 95.00' TO A POINT FOR CORNER;

THENCE NORTH 88°57'49" EAST A DISTANCE OF 49.58' TO A POINT FOR CORNER;

THENCE SOUTH00°10'33" EAST A DISTANCE OF 10.00' TO A POINT FOR CORNER;

THENCE NORTH 88°57'49" EAST A DISTANCE OF 50.01' TO A POINT FOR CORNER;

THENCE SOUTH00°10'33" EAST A DISTANCE OF 944.43' TO A POINT FOR CORNER;

THENCE SOUTH70°38'13" WEST A DISTANCE OF 14.88' TO A POINT FOR CORNER FOR THE BEGINNING OF A CURVE TO THE RIGHT WITH A RADIUS OF 1135.00', A DELTA ANGLE OF 08°34'07", AND A LONG CHORD WHICH BEARS SOUTH 74°53'16" WEST A DISTANCE OF 169.58';

THENCE WITH SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 169.74' TO A POINT FOR CORNER;

THENCE SOUTH87°07'43" WEST A DISTANCE OF 249.88' TO A POINT FOR CORNER;

THENCE SOUTH89°22'46" WEST A DISTANCE OF 203.47' TO A POINT FOR CORNER;

THENCE SOUTH44°05'38" WEST A DISTANCE OF 12.02' TO A POINT FOR CORNER;

THENCE SOUTH89°17'44" WEST A DISTANCE OF 422.14' TO A POINT FOR CORNER;

THENCE NORTH 86°13'44" WEST A DISTANCE OF 108.48' TO A POINT FOR CORNER FOR THE BEGINNING OF A CURVE TO THE LEFT WITH A RADIUS OF 217.00', A DELTA ANGLE OF 04°11'17", AND A LONG CHORD WHICH BEARS NORTH 88°34'29" WEST A DISTANCE OF 15.86';

THENCE WITH SAID CURVE TO THE LEFT AN ARC DISTANCE OF 15.86' TO A POINT FOR CORNER;

THENCE SOUTH89°19'53" WEST A DISTANCE OF 108.00' TO A POINT FOR CORNER;

THENCE NORTH 45°48'53" WEST A DISTANCE OF 31.32' TO A POINT FOR CORNER;

THENCE NORTH 00°57'39" WEST A DISTANCE OF 1010.15' TO A POINT FOR CORNER FOR THE BEGINNING OF A CURVE TO THE RIGHT WITH A RADIUS OF 19.93' A DELTA ANGLE OF 90°20'52", AND A LONG CHORD WHICH BEARS NORTH 43°54'05" EAST A DISTANCE OF 28.28';

THENCE WITH SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 31.39' TO A POINT FOR CORNER;

THENCE NORTH 89°01'57" EAST A DISTANCE OF 44.99' TO A POINT FOR CORNER;

THENCE NORTH 00°58'59" WEST A DISTANCE OF 45.00' TO THE POINT OF BEGINNING AND ENCLOSING 33.094 ACRES OF LAND, MORE OR LESS.

J E Thompson

DATE: 04-14-2015

J.E. THOMPSON II R.P.L.S No. 4857



**0.186 ACRES
IN THE R. HENSWORTH SURVEY
ABSTRACT NO. 578
J. DOOLEY SURVEY
ABSTRACT NO. 343
DENTON COUNTY, TEXAS**

FIELD NOTES TO ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE R. HENSWORTH SURVEY, ABSTRACT NUMBER 578 AND THE J. DOOLEY SURVEY, ABSTRACT NUMBER 343, DENTON COUNTY, TEXAS, AND BEING A PART OF STANDRIDGE DRIVE, A VARIABLE WIDTH RIGHT-OF-WAY, A PART OF POLSER ROAD, A VARIABLE WIDTH RIGHT-OF-WAY, AND A PART OF LOT 23, BLOCK D, OF THE CASTLE HILLS ADDITION, PHASE III, SECTION B, AS SHOWN ON THE PLAT THEREOF RECORDED IN CABINET W, PAGE 383 OF THE PLAT RECORDS OF DENTON COUNTY, TEXAS, AND A PART OF A TRACT OF LAND DESCRIBED IN THE DEED TO CH PH 9, LLC, AS RECORDED IN INSTRUMENT NUMBER 2015-63960 OF THE OFFICIAL PUBLIC RECORDS OF DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOR CORNER WHICH BEARS SOUTH 88°53'10" WEST, A DISTANCE OF 5.00 FEET, FROM A 1½" IRON ROD FOUND IN THE EAST RIGHT-OF-WAY LINE OF SAID STANDRIDGE DRIVE IN THE SOUTH LINE OF SAID CH PH 9 TRACT;

THENCE NORTH 01°06'50" WEST, DEPARTING SAID SOUTH LINE, A DISTANCE OF 10.05 FEET, TO A POINT FOR CORNER;

THENCE SOUTH 88°53'10" WEST, A DISTANCE OF 1495.27 FEET, TO A POINT FOR CORNER;

THENCE NORTH 01°01'36" WEST, ACROSS SAID POLSER ROAD PART OF THE WAY AND WITH THE WEST LINE OF SAID LOT 23, A DISTANCE OF 56.95 FEET, TO A POINT FOR CORNER;

THENCE NORTH 16°19'52" EAST, WITH THE WEST LINE OF SAID LOT 23 A, DISTANCE OF 67.69 FEET, TO A POINT IN THE SOUTH LINE OF THE CASTLE HILLS GOLF COURSE, AS RECORDED IN CABINET B, PAGE 326, SAID PLAT RECORDS, FOR THE NORTHWEST CORNER OF SAID LOT 23;

THENCE NORTH 88°20'14" EAST, WITH THE SOUTH LINE OF SAID CASTLE HILLS GOLF COURSE, A DISTANCE OF 5.26 FEET, TO A POINT FOR CORNER;

THENCE SOUTH 16°19'52" WEST, DEPARTING THE SOUTH LINE OF SAID CASTLE HILLS GOLF COURSE A DISTANCE OF 68.55 FEET, TO A POINT FOR CORNER;

THENCE SOUTH 01°01'36" EAST, A DISTANCE OF 51.18 FEET, TO A POINT FOR CORNER;

THENCE NORTH 88°53'10" EAST, A DISTANCE OF 1495.26 FEET, TO A POINT FOR CORNER;

THENCE SOUTH 01°06'50" EAST, A DISTANCE OF 15.05 FEET, TO A POINT FOR CORNER IN THE SOUTH LINE OF SAID CH PH 9 TRACT;

THENCE SOUTH 88°53'10" WEST, WITH SAID SOUTH LINE, A DISTANCE OF 5.00 FEET, TO THE POINT OF BEGINNING AND ENCLOSING 0.186 ACRES OF LAND, MORE OR LESS.

J E Thompson

DATE: 06-15-2015

J.E. THOMPSON II R.P.L.S No. 4857

