



# Lewisville City Council

The agenda and backup items follow in one continuous document. However, to view documents individually, click on the bookmark tab at the left of the screen. A list of all documents contained in the packet should appear in a screen to the left. If it does not, click on the “Show/Hide Navigation Pane” button in the toolbar at the top of the page.



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**A G E N D A**

**LEWISVILLE CITY COUNCIL MEETING  
AUGUST 15, 2016**

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

**WORKSHOP SESSION - 6:00 P.M.  
REGULAR SESSION - 7:00 P.M.**

Call to Order and Announce a Quorum is Present.

**WORKSHOP SESSION - 6:00 P.M.**

- A. Discussion Regarding Multi-Family Recycling
- B. Discussion of Regular Agenda Items and Consent Agenda Items

**REGULAR SESSION - 7:00 P.M.**

- A. **INVOCATION:** Deputy Mayor Pro Tem Vaughn
- B. **PLEDGE TO THE AMERICAN AND TEXAS FLAGS:** Councilman Jones
- C. **PUBLIC HEARINGS:**

1. **Public Hearing:** Consideration of an Ordinance Granting a Special Use Permit (SUP) for a Gasoline Service Station, on an Approximately 1.379-Acre Lot Located at the Northeast Corner of FM 544 and Old Denton Road (FM 2281), Legally Described as Lot 1R, Block M, Wyndale Meadows Addition Phase I and Zoned General Business District (GB), as Requested by Karen Mitchell of Mitchell Planning Group, LLC on Behalf of Parker Denton Crossing, L.P., the Property Owner (Case No. SUP-2016-08-07).

**AGENDA  
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**ADMINISTRATIVE COMMENTS:**

The applicant has requested that this item be continued to the September 12, 2016, City Council meeting. The Special Use Permit request is for a 7-Eleven brand gasoline service station with six pumps that will also have a neighborhood convenience store. This facility is proposed to operate 24 hours a day, seven days a week. The proposed facility is part of the Wyndale Meadows neighborhood. The gasoline service station portion of this site requires approval of a Special Use Permit. On August 2, 2016, the Planning and Zoning Commission recommended unanimous approval (6-0) of the SUP with a condition that the required masonry screening wall be increased from six feet (6') to eight feet (8') in height.

**RECOMMENDATION:**

That the City Council continue the public hearing to the September 12, 2016, City Council meeting.

**AVAILABLE FOR QUESTIONS:** - Nika Reinecke, Director of Economic Development and Planning

2. **Public Hearing: Consideration of an Ordinance Granting a Zone Change Request From Light Industrial District (LI) and Old Town Mixed Use Two District (OTMU2) to Old Town Mixed Use Two District (OTMU2), on Approximately 5.5-Acres Consisting of Multiple Tracts Situated in the A.G. King Survey, Abstract No. 698, Located at the Southeast Corner of East Walters Street and Henrietta Street and the Southwest and Southeast Corners of East College Street and Leonard Street, as Requested by HW Ventures, LLC on Behalf of Lieven J. Van Riet, Trustee for the Property Owner (Case No. PZ-2016-08-19).**

**ADMINISTRATIVE COMMENTS:**

The approximate 5.5-acre property is vacant and is made up of multiple pieces of land located at the three locations: southeast corner of Walters Street and Henrietta Street and the southwest corner and southeast corner of College Street and Leonard Street. The requested zoning of Old Town Mixed Use Two (OTMU2) is consistent with the Old Town Master Plan. The Planning and Zoning Commission recommended unanimous approval (6-0) of the zone change request at their meeting of August 2, 2016.

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**RECOMMENDATION:**

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

**AVAILABLE FOR QUESTIONS:** - Nika Reinecke, Director of Economic Development and Planning

- D. **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.
- E. **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.
3. **APPROVAL OF MINUTES:** (a) City Council Minutes of the July 18, 2016, Workshop Session and Regular Session; and (b) City Council Minutes of the August 1, 2016, Workshop Session and Regular Session.
4. **Acceptance and Appropriation of Regional Toll Revenue Funding in the Amount of \$4,700,000 for Valley Ridge Blvd (Mill Street to College Street) and Re-Appropriation of \$4,700,000 of Local Funding for Kealy Avenue (Main to Mill) and College Street (I-35 to Mill).**

**ADMINISTRATIVE COMMENTS:**

In November, 2015, Council approved a Local Project Advance Funding Agreement (LPAFA) between the City of Lewisville and the Texas Department of Transportation providing for \$4,700,000 in Regional Toll Revenue Funding for the Valley Ridge Project (Mill Street to College Street). Those funds have been received and must now be accepted and appropriated to the Valley Ridge Project. This funding for Valley Ridge will allow the re-appropriation of local funding to South Kealy Avenue (Main to Mill) and College Street (I-35 to Mill). You may recall that due to shifts in Precinct Boundaries, Precinct 4 Commissioner Hugh Coleman retracted previously approved Denton County Trip-08 bond funding for Kealy and College. As Kealy Avenue and College Street are not eligible for RTR funding (RTR funding is only eligible for roadways that are 4-lane divided or larger), funding for Valley Ridge was requested instead.

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**RECOMMENDATION:**

That the City Council accept and appropriate the RTR funding and local funds as set forth in the caption above.

- 5. Approval of an Agreement for Furnishing and Installing of Traffic Signal Equipment Between the City of Lewisville and TxDOT for Costs Related to Providing New Equipment for the Traffic Signal on FM 423 at Lone Star Ranch Parkway Within the City of The Colony; and Authorization for the City Manager to Execute the Agreement.**

**ADMINISTRATIVE COMMENTS:**

The City of Lewisville presently maintains traffic signals on FM 423 within the City of The Colony as part of an Interlocal Agreement with TxDOT. The widening of FM 423 by TxDOT requires installing a new traffic signal at the intersection of FM 423 and Lone Star Ranch Parkway. TxDOT is offering to let the City of Lewisville provide the controller cabinet and associated equipment at the intersection of FM 423 and Lone Star Ranch Parkway, which will allow the City of Lewisville to continue to control, monitor, and maintain this signal in a manner compatible with the City's existing traffic signal system. The agreement will provide full reimbursement from TxDOT in the amount of \$13,797 for the signal equipment assembly at the intersection.

**RECOMMENDATION:**

That the City Council approve the Reimbursement Agreement with TxDOT as set forth in the above caption.

- 6. Approval of a Professional Services Agreement With Halff Associates, Inc. in the Amount of \$608,750 for Design and Construction Phased Services Relating to the Timberbrook Neighborhood Improvement Project; Approval of a Total Project Design Budget of \$639,187; and Authorization for the City Manager or Her Designee to Execute the Agreement.**

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**ADMINISTRATIVE COMMENTS:**

The Timberbrook project, funded in the 2015 GO Bond Program consists of replacing the existing concrete paving and sidewalks, replacing existing sanitary sewers & water lines, and making storm sewer improvements in phased construction. The engineer's construction cost estimate for the entire project is \$9,874,000. Given recent inflation, the Professional Services Agreement provides for the project to be designed in a manner that it can be constructed in two phases if necessary. Staff has negotiated a Professional Services Agreement with Halff Associates, Inc. in the amount of \$608,750 to include a Storm and Sanitary Sewer Study, resident meetings, design, surveying, subsurface utility exploration, and geotechnical investigation for the total project, and construction services for phase one. A total project budget amount of \$639,187 is requested, which includes \$30,437 (approximately 5%) for contingencies. Funding is available in the Timberbrook Capital Project.

**RECOMMENDATION:**

That the City Council approve the Professional Services Agreement with Halff Associates, Inc. as set forth in the caption above.

- 7. Approval of Change Order No. 1 Modifying the Contract to JNA Painting and Contracting Co. in the Amount of \$132,072 for a Revised Contract Amount of \$770,662 for the Painting of the C.R. Feaster Water Plant Exterior and Filter and Chemical Rooms; Approval of a 60-Day Extension of the Contract Time; and Authorization for the City Manager to Execute the Contract.**

**ADMINISTRATIVE COMMENTS:**

On January 4, 2016 City Council approved a contract with JNA Painting and Contracting Co. for the repainting of the C. R. Feaster Water Treatment Plant. Change Order No. 1 includes the painting of the filter rooms, the chemical room and the exterior of the C.R. Feaster Water Plant building. This work will be scheduled to take place after November 1, 2016 and be completed by February 15, 2017.

**RECOMMENDATION:**

That the City Council approve Change Order No. 1 in the amount of \$132,072; approve a 60-day extension of the contract time; and authorize the City Manager to execute the change order.

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- 8. Approval of Wrecker Services Contracts Between the City of Lewisville and Brad's Towing Services, Inc., and Recovery Systems, Inc., dba Pro-Tow Wrecker, for the Provision of Towing and Wrecker Services; and Authorization for the City Manager to Execute the Contracts.**

**ADMINISTRATIVE COMMENTS:**

These contracts cover wrecker service, as well as the operation and maintenance of a vehicle impound and storage facility, including the auctioning of unclaimed vehicles. Each company will be on call rotation established by the Police Chief or his designee. The term of the contract is three (3) years, with an option to extend for up to two (2) additional years.

**RECOMMENDATION:**

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

- 9. Approval of a Bid Award for Jones Street Improvements (Mill Street to Cowan Avenue) to McMahon Contracting, L.P., Grand Prairie, Texas, in the Amount of \$2,454,174.92; and Authorization for the City Manager to Execute the Contract.**

**ADMINISTRATIVE COMMENTS:**

A total of twenty (20) bid invitations were downloaded from Bidsync.com. A total of two (2) bids were received and opened July 21, 2016. The Jones Street project will replace the existing two lane rural asphalt street with a three (3)-lane collector street (two (2) lanes westbound and one (1) lane eastbound) from Mill Street to Cowan Avenue. This project consist of providing concrete pavement, drainage improvements, and a wider DCTA rail crossing. Funding is available in street capital projects.

**RECOMMENDATION:**

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

- 10. Approval of an Agreement for Assessment Billing and Collection Between the City of Lewisville and Denton County for Fiscal Year 2016-17; and Authorization for the City Manager to Execute the Agreement.**

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**ADMINISTRATIVE COMMENTS:**

On October 6, 2014, the City created Josey Lane Public Improvement District for construction of street and water/wastewater improvements in a designated area located along Josey Lane north of FM544 and south of Windhaven Drive. The approval of this agreement will allow the billing and collection of assessments and annual installments within the district by Denton County who has been billing and collecting the City's ad valorem taxes since 1997. The contract rate per parcel will be \$0.72 and is an administrative cost of the PID and will be reimbursed via the assessments.

**RECOMMENDATION:**

That the City Council approve the agreement for assessment billing and collection between the City of Lewisville and Denton County for Fiscal Year 2016-17; and authorize the City Manager to execute the agreement.

**11. Approval of Waiving the Penalty and Interest on Property Tax Account 662758DEN for 2015.**

**ADMINISTRATIVE COMMENTS:**

This account is one of a number of tax delinquencies discovered the past two years to have been placed in an "Exempt" status under the name of "TxDOT". This involves a condemnation process whereby the Texas Department of Transportation acquired property from the taxpayer in the year 2015 that is at issue here for unpaid taxes. Timely notice was not provided to the taxpayer of taxes owed for the portion of the year the property was owned by the taxpayer. Upon recent notification by Sawko & Burroughs, the City's delinquent tax collector, that this 2015 tax was unpaid, the taxpayer timely paid same under protest, together with accrued penalty and interest, and filed this request for waiver and refund of the penalty and interest paid. It is the opinion of Sawko & Burroughs, based on the information provided, the circumstances in this case satisfy the waiver provision in state law. The waiver for the taxpayer totals \$180.57.

**RECOMMENDATION:**

That the City Council approve the waiver of the penalty and interest on the property tax account set forth in the caption above.

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**F. REGULAR HEARINGS:**

- 12. Consideration of an Ordinance of the City of Lewisville approving the 2016-2017 Annual Service Plan Update to the Service and Assessment Plan and Assessment Roll for Public Improvements for the Josey Lane Public Improvement District with Chapter 372, Texas Local Government Code, as Amended; Providing a Repealer, Severability, and an Effective Date; and Declaring an Emergency.**

**ADMINISTRATIVE COMMENTS:**

On October 6, 2014, the City created Josey Lane Public Improvement District for construction of street and water/wastewater improvements in a designated area located along Josey Lane north of FM544 and south of Windhaven Drive. An update to the Service Plan and Assessment Roll must be considered and approved by City Council. This plan identifies public improvement costs to be provided by the PID along with the manner of assessing the property in the PID and the assessment roll.

**RECOMMENDATION:**

That the City Council consider and approve the ordinance as set forth in the caption above.

- 13. Consideration of a Variance to the Lewisville City Code, Section 4-28, Temporary Structures and Uses Regarding Three Temporary Buildings for Classroom Use Located at 2680 MacArthur Blvd, as Requested by Danny McDaniel, the Property Owner.**

**ADMINISTRATIVE COMMENTS:**

Bethel Dallas Church of Lewisville operates out of the Champion Center located at 2680 MacArthur Blvd. They are requesting an extension of a previously awarded variance allowing temporary classrooms for church use only. Currently, the classrooms are located to the west and rear of the campus screening the classrooms from the frontage on MacArthur Blvd and frontage along Vista Ridge Mall Drive. A conceptual plan for Phase I has been submitted to demonstrate the owner's intent to build a 5000-8000 square foot addition of classroom space to the existing facility which should be under construction and complete within the 2-year period extension being requested. Similar variances have been granted since 2010 for churches and private schools.

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**RECOMMENDATION:**

That the City Council consider the requested variance as set forth in the caption above, subject to the following conditions: (1) An Engineering Site Plan must be submitted to City Staff within one year; (2) the Phase I plan must be under construction within 18 months; and (3) Should the church cease operations, the temporary buildings must be removed.

**AVAILABLE FOR** - Cleve Joiner, Director of Neighborhood Services  
**QUESTIONS:** Danny McDaniel, Champion Center Owner

- 14. Consider and Act upon Adoption of a Resolution Authorizing the Acquisition of Right-Of-Way (In Fee Simple) and Easements for the Construction, Access, and Maintenance of Midway Road and Drainage Improvements from the intersection of Midway Road and Huffines Boulevard to Fire Station #6 at 2120 Midway Road, and to Undertake all Associated Utility Improvements (The “Project”); Authorizing the Appointment of an Appraiser and Negotiator as Necessary; Authorizing the City Manager (or Her Designee) to Establish Just Compensation for the Property Rights to be Acquired; Authorizing the City Manager (or Her Designee) to take Steps Necessary to Acquire the Needed Property Rights in Compliance with all Applicable Laws and Resolutions; and Authorizing the City Attorney (or Her Designee) to Institute Condemnation Proceedings to Acquire the Property if Purchase Negotiations are not Successful; Providing for Repealing, Savings, and Severability Clauses; and Providing for an Effective Date.**

**ADMINISTRATIVE COMMENTS:**

Associated with the scope of work for the Project, right-of-way and easements will need to be acquired from numerous parcels. As required by Texas Property Code Section 21.0113, the City is required to first attempt to acquire the necessary acquisition(s) from the landowners voluntarily through the making of a bona fide offer prior to filing any eminent domain procedure. Funding is available in the Midway Capital Project.

**RECOMMENDATION:**

That the City Council consider and adopt the Resolution as set forth in the caption above by using the following motion, which is prescribed by Texas Government Code Section 2206.053(e):

**AGENDA  
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“I move that the City of Lewisville, Texas adopt the Resolution described in Agenda No. 14 and authorize the use of the power of eminent domain to acquire for public use the property described and depicted in Attachment 1 attached to the Resolution, said description and depiction being incorporated into this motion for all purposes, for the construction, access, and maintenance of Midway Road and other associated drainage, slope, and utility improvements. This vote applies to all units of property described and depicted in Attachment 1 attached to the Resolution.”

- 15. Consider and Act upon Adoption of a Resolution Authorizing the Acquisition of Easements for the Construction, Access, and Maintenance of the Midway Branch Sanitary Sewer Force Main from a future Midway Lift Station Site across from 527 Holfords Prairie Rd to the north Right-of-Way of S.H. 121 and to Undertake all Associated Utility Improvements (The “Project”); Authorizing the Appointment of an Appraiser and Negotiator as Necessary; Authorizing the City Manager (or Her Designee) to Establish Just Compensation for the Easement Rights to be Acquired; Authorizing the City Manager (or Her Designee) to take Steps Necessary to Acquire the Needed Easement Rights in Compliance with all Applicable Laws and Resolutions; and Authorizing the City Attorney (or Her Designee) to Institute Condemnation Proceedings to Acquire the Easements if Purchase Negotiations are not Successful; Providing for Repealing, Savings, and Severability Clauses; and Providing for an Effective Date.**

**ADMINISTRATIVE COMMENTS:**

Associated with the scope of work for the Project, easements will need to be acquired from two parcels. As required by Texas Property Code Section 21.0113, the City is required to first attempt to acquire the necessary acquisition(s) from the landowners voluntarily through the making of a bona fide offer prior to filing any eminent domain procedure. Funding is available in the Midway Capital Project.

**RECOMMENDATION:**

That the City Council consider and adopt the Resolution as set forth in the caption above by using the following motion, which is prescribed by Texas Government Code Section 2206.053(e):

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“I move that the City of Lewisville, Texas adopt the Resolution described in Agenda No. 15 and authorize the use of the power of eminent domain to acquire for public use the property described and depicted in Attachment 1 attached to the Resolution, said description and depiction being incorporated into this motion for all purposes, for the construction, access, and maintenance of the Midway Branch Easement and other associated utility improvements.”

- 16. Consideration of a Resolution Authorizing the City Manager to Submit an Application to the Texas Department of Housing and Community Affairs for the Homeowner Rehabilitation Assistance Program; Approval of a Language Access Plan for the Grant; and Approval to Commit Matching Funds Should the Grant be Awarded.**

**ADMINISTRATIVE COMMENTS:**

The U.S. Department of Housing and Urban Development (HUD) makes an annual allocation of funds for the HOME Investment Partnership Program (HOME) to the state of Texas. The Texas Department of Housing and Community Affairs (TDHCA), in turn, makes the funds available through a competitive grant to local entities that are not already direct recipients from HUD. The City will apply for \$200,000. The resolution includes a commitment for local match of 15% (\$30,000) which can include cash, waived permit fees and in-kind donations of services or material. It also includes approval of a Language Access Plan as required by the grant.

**RECOMMENDATION:**

That the City Council approve the resolution and authorize the City Manager to submit the application as set forth in the caption above.

- G. **REPORTS:** Reports about items of community interest regarding which no action will be taken.

◆ Quarterly Investment Report From April 1, 2016 – June 30, 2016

- H. **CLOSED SESSION:** In Accordance with Texas Government Code, Subchapter D,

1. Section 551.071 (Consultation with Attorney): Legal Issues Related to Outdoor Receptacles

**AGENDA  
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2. Section 551.072 (Real Estate): Property Acquisition
  3. Section 551.087 (Economic Development): Deliberation Regarding Economic Development Negotiations
- I. **RECONVENE** into Regular Session and Consider Action, if Any, on Items Discussed in Closed Session.
- J. **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).

# Multi-Family Recycling in Lewisville

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OFFICE OF SUSTAINABILITY

# Multi-Family Recycling - Highlights

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- History
- Multi-Family Recycling in Other Cities
- How to Recycle at Lewisville Apartments
- Apartment Recycling Snapshot
- Challenges
- Best Practices in Place
- Next Steps

# History

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- Ordinance modeled on Cedar Hill program
- Effective in August 2014
- April 2015 roll-out
- February 2016 hired contractor for outreach

## Implementation Timeline for Multi-Family Recycling Program

2011  
Initial Proposal

2012-2013  
Franchise  
Negotiations

August 2014  
MF Franchised  
Stakeholder  
Meetings

April 2015  
Roll-out

February 2016  
Hired Contractor  
for Outreach

# Multi-Family Recycling in Other Cities

Lewisville	Mandatory	Franchised	Totes
Cedar Hill	Mandatory	Franchised	Totes or Bags
Allen	Mandatory	Franchised	City provides bag upon request
Euless	Mandatory	Franchised	Resident provides
Grapevine	Mandatory	Franchised	Bags
Fort Worth	Mandatory	Open Market	Resident provides
Dallas	Voluntary	Open Market	City provides bag upon request
Denton	Voluntary	Open Market	Resident provides
Richardson	Voluntary	Open Market	Resident provides
Carrollton	Voluntary	Franchised	Resident provides

# How to Recycle at Lewisville Apartments

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- 6-gallon totes were issued to residents as a bridge from apartment to dumpster
- Yellow lid dumpster for recycling (green lid for trash)
- 26% of apartments have valet recycling service
- 74% of apartments do not offer valet recycling
- Tuesday collection with dedicated trucks



# Apartment Recycling Snapshot

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- 76 multi-family properties participating - 20,566 units
- Average number of units per complex city-wide is 270
- Ratio of 3.65 trash dumpsters for every 1.57 recycling dumpsters
  - Goal is 1:1
- Apartment managers feedback: 93% Supportive, 7% Not Supportive

# First Year Results

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<b>MULTI-FAMILY</b>	<b>SINGLE FAMILY</b>
950 Tons (Annual)	4,900 Tons (Annual)
20,566 Households (Apartment Units)	20,805 Households
25% Average Contamination	7% Average Contamination
70 Pounds per Household per Year	438 Pounds per Household per Year
6 Gallon Recycling Container	96 Gallon Recycling Container

# Ideal Property

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- Engaged property manager
- Informed residents/low turn over
- Paired trash and recycling dumpsters
- Cooperative valet service
- Gated



# Challenges

## Turnover in Apartment Community

- Average 3 year turnover for managers
- Varying turnover rates for residents

## Contamination from Residents

- Uninformed residents
- Dumpster placement and convenience
- Dumpster color confusing
- Underserviced trash
- No options for bulky waste



# Challenges

## Contamination from Illegal Dumping

- Occurs after office hours
- Weekends
- Proximity to arterial roads
- Having a gated community makes a difference



# Best Practices in Place - City

- Dedicated position to educate and coordinate with property managers
  - 5 on-site education events for apartment residents
  - 2 public events
- Educational materials to managers for move-ins and upon request
- Recycling signage on dumpsters
- Engage with residents about recycling at apartment events
- Regular interaction and outreach with managers (in-person, phone)
- Newsletters addressed to apartment managers
- Enforcement tools for contamination



# Best Practices For Property Managers

**Recycling Works in Our Complex!**

We encourage you to do your part to control our garbage costs and conserve valuable resources by separating recyclables and putting them in the blue labeled containers.

The Recycling Champion for our complex is \_\_\_\_\_  
phone # \_\_\_\_\_, email \_\_\_\_\_  
She/he can answer your questions and help you get the information you need to recycle properly.

**Why recycle?**

- Recycling helps control garbage costs
- Recycling is the right thing to do
- Recycling saves resources
- Making recycled paper:
  - Generates 74% less air pollution
  - Generates 35% less water pollution
  - Requires 58% less water
  - Requires 64% less energy

**OUR RECYCLING PROGRAM IS EASY AND CONVENIENT.**

All clean and empty recyclables go into your recycling container including:

- Plastic bottles, jars, jugs, cups, and round dairy tubs (yogurt containers, etc.) No lids or caps!
- Drink cartons, paper cups, and freezer boxes
- Paper and flattened cardboard
- Aluminum, tin cans, empty non-toxic aerosol cans, and small metals (size limit is 2x2x2 ft and 35 lbs).
- Glass bottles and jars. No lids or caps!

**All recyclables must be clean.** Please empty bags and boxes into the recycling container to make sorting easier at the recycling center.

We have recycling guidelines to give you the information you need to recycle properly. Please post and refer to them as needed.

**Sort plastics by shape not numbers! Bottles, cups, jugs and tubs are accepted. No plastic bags! Reuse plastic bags or recycle them at your local grocery store.**

**BEYOND THE CURB**

- **Remember to buy recycled products.** Complete the recycling loop by purchasing products with post-consumer content (material that has been previously used and recycled). Check for recycling content when you buy toilet paper, paper towels or facial tissue.
- **Reuse is even better than recycling!** Using fewer disposable items means there is less to haul away, either as garbage or as recycling. Remember to reduce packaging by buying in bulk and reusing bags and containers. Use durable products like refillable coffee mugs and reusable shopping bags, and donate items instead of throwing them away. Check out [freecycle.org](http://freecycle.org), a website promoting reuse. It all helps!

**Electronics, Fluorescent Bulbs and Tubes, and Hazardous Waste:**

Fluorescent tubes and bulbs, electronics (computers, cell phones, TVs etc.), batteries, syringes and needles, and hazardous products (cleaners, solvents, etc.) do not go in the recycling or garbage. For safe disposal information visit:

- [wmnorthwest.com](http://wmnorthwest.com)
- [ecyclewashington.org](http://ecyclewashington.org)
- [takeitbacknetwork.org](http://takeitbacknetwork.org)
- [lamptracker.com](http://lamptracker.com)
- [thinkgreenfromhome.com](http://thinkgreenfromhome.com)
- [medwaste.wm.com](http://medwaste.wm.com)
- 1-800-Recycle

Thanks for doing your part to help our complex successfully recycle and prevent waste!  
**More waste prevention information: [wmnorthwest.com](http://wmnorthwest.com)**

♻️ 30% post-consumer recycled paper

## ■ Educate and Communicate

- List recycling as amenity on webpage/print media
- Communicate with residents at move-in about recycling
- Hang posters in common areas
- Include information electronically on intranet portal/apartment's social media
- Demonstrate appropriate recycling behavior

# Best Practices For Property Managers

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## ■ Logistics

- Pair recycling dumpsters with trash dumpsters
- Provide sufficient trash service
- Provide options for bulky waste
- Install common area recycling (mail kiosks, pools, club house)



# Next Steps to Success

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- Continue conducting outreach
- Develop annual outreach program calendar to reach all apartments (multi-department)
- Work on getting recycling in common areas such as pools/club houses
- Update ordinances for new construction to accommodate recycling dumpster (“amenity not an afterthought”)



## MEMORANDUM

**TO:** Donna Barron, City Manager

**FROM:** Nika Reinecke, Director of Economic Development and Planning

**DATE:** August 15, 2016

**SUBJECT:** **Public Hearing: Consideration of an Ordinance Granting a Special Use Permit (SUP) for a Gasoline Service Station, on an Approximately 1.379-Acre Tract of Land, Located at the Northeast Corner of FM 544 and Old Denton Rd. (FM 2281), Legally Described as Lot 1R, Block M, Wyndale Meadows Addition Phase I and Zoned General Business District (GB); as Requested by Karen Mitchell of Mitchell Planning Group, LLC on Behalf of Parker Denton Crossing, L.P., the Property Owner (Case No. SUP-2016-08-07).**

### **BACKGROUND**

A previous application went before the Planning and Zoning Commission in April and May of this year. The applicant withdrew the request prior to going before City Council in order to meet with area residents to discuss their concerns related to the proposal. The applicant has since resubmitted their application for consideration.

The Special Use Permit process allows for consideration of certain uses that may potentially be incompatible or intensely dominate the area in which they are located, but may become compatible with the provision of certain conditions and restrictions. The request is for a 7-Eleven brand gasoline service station with six pumps that will also have a neighborhood convenience store. This facility is proposed to operate 24 hours a day, seven days a week. The gasoline service station portion of this site requires approval of a Special Use Permit.

Staff has received letters from seven residents over the proposal, five not opposed and two in opposition. The applicant has held several meetings with adjacent residents within Wyndale Meadows over past few months to discuss the residents' concerns. To address the concerns of the adjacent residents, the applicant proposes to add an 8-foot in lieu of the required 6-foot masonry screening wall adjacent to the residential zoning. SJR Planning Consultants provided a letter indicating that they were able to get seven verbal supports and three in writing. Their letter also indicated that residents felt intimidated to speak in favor fearing repercussions from those in opposition. According to the SJR Planning Consultants one of the people in opposition was interested in buying the property. There are no variances being requested with this development. On August 2, 2016, the Planning and Zoning Commission recommended unanimous approval (6-0) of the SUP with a condition that the required masonry screening wall be increased from six feet (6') to eight feet (8') in height.

## **ANALYSIS**

This site is located at the northeast corner of FM 544 and Old Denton Road and was previously part of a larger tract of land. It has since been replatted as to be a stand-alone lot. The site is adjacent to the new Wyndale Meadows subdivision and will be located behind the existing amenity center for the subdivision. The site is located approximately a quarter mile south of SH 121.

### **Building**

The development plan shows a one story convenience store building with a foot print of 2,940 square feet. The building is approximately 18-ft, 2-inches in height with the tallest portion being 26-ft 6-in in height. The building will be constructed of brick with a synthetic stone wainscot on all sides of the building. Two varieties of brick will cover the upper portion of the building while the wainscot of the building will have stone finish with cast stone accents throughout. A cast stone banding will provide architectural separation of the brick and stone and a brick cornice will be used along the roofline. A bronze metal awning will cover the front entrance. Outside vending of ice, portable propane and a Redbox movie dispenser is also proposed. The dumpster enclosure will match the building.

### **Gasoline Canopy**

A separate gasoline canopy on-site will contain six gas pumps that can serve up to 12 customers at a time. The canopy columns will be wrapped in the same stone used on the wainscot of the building. The canopy cover will have a hip roof made of standing seam metal pre-finished in dark bronze. The canopy will have the 7-Eleven logo and colors banding the canopy. The applicant has provided information on the underground fiberglass gasoline storage tanks proposed which are corrosion resistant and continuously monitored double walled tanks. The building and canopy go above and beyond the City requirements.

### **Signage**

Signage is proposed for both the western and southern elevations of the building in addition to the gasoline canopy. Signage will consist of the 7-Eleven logo (green, orange, red and white). Signage on the building is proposed to be internally illuminated and meet sign ordinance requirements. A monument sign is proposed to be located at the FM 544 and Old Denton Road intersection and on the Old Denton Road entrance. No pole sign is proposed.

### **Landscaping & Screening**

The typical landscape strip for a commercial development is 10 feet wide along all street frontages with additional required interior landscaping required. The landscape strip along both street frontages is approximately 20-25 feet in width. This area will be heavily landscaped with shrubs and groundcover as illustrated in the landscape exhibit. This intersection is heavily utilized for numerous utilities including major City water and sewer main lines and metering station for Castle Hills. Trees will not be allowed to be planted in this location so as not to interfere with the maintenance of the lines. Staff has worked with the applicant to locate the required trees elsewhere on the site. The majority of the trees

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(11) will be planted along the rear perimeter of the site backing up to the single-family residential amenity center, creating additional screening of the gas station from the HOA lot. The 11 trees will be placed in an additional 25-foot landscape strip along the rear portion of the site behind the six foot tall masonry screening wall that will be constructed along common boundary line between the single-family residential and this site. Two additional trees will be planted in the parking lot area. A total of 13 trees will be provided on site, being a combination of live oak and lacebark elm.

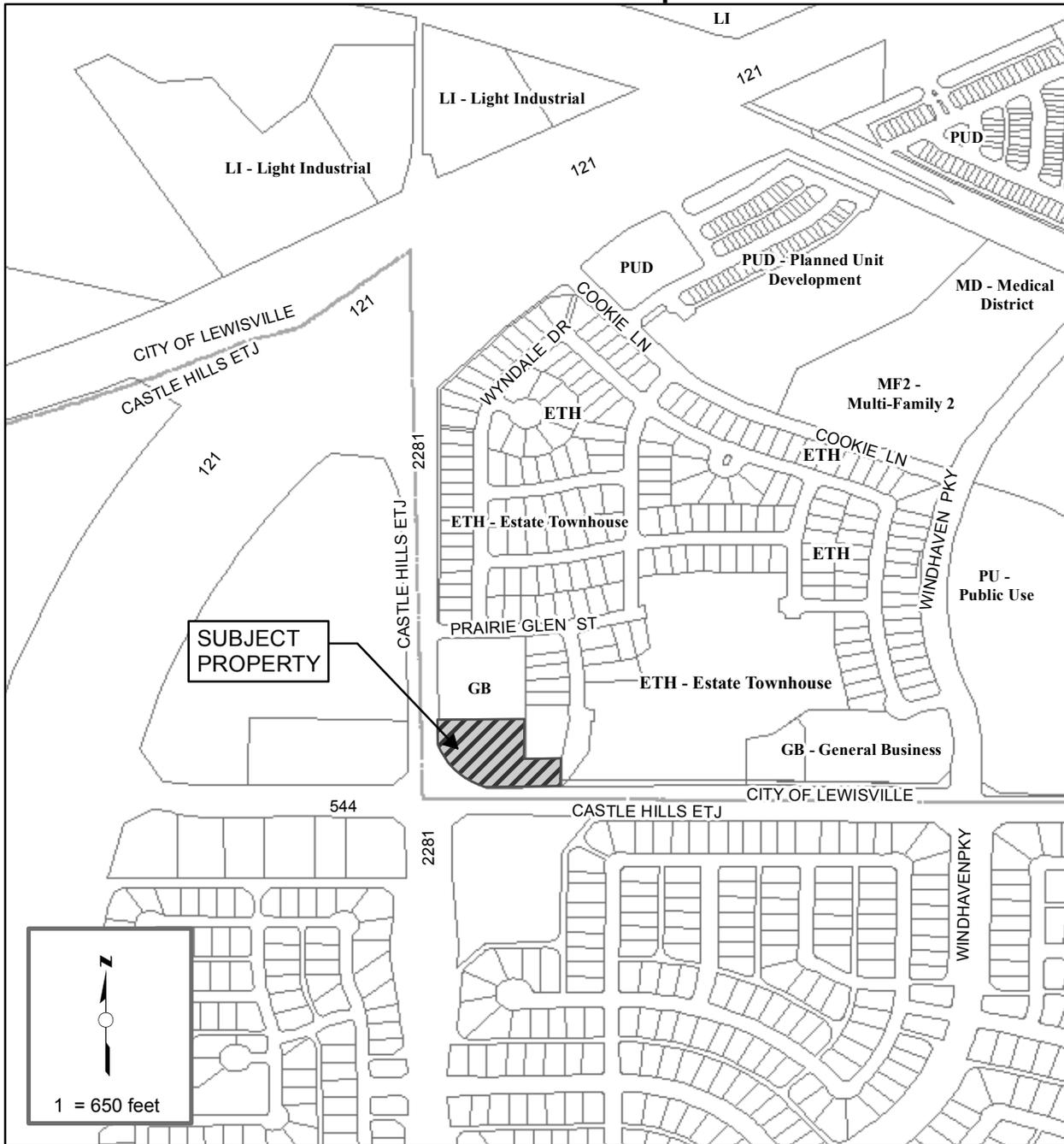
### **Summary**

In summary the proposed gasoline service station and associated neighborhood convenience store will consist of brick and stone, with a standing seam metal roof and awning and goes beyond the City requirements. Landscaping along the street frontage will be in the form of grass, shrubs and ground cover in a landscape strip ranging from 20 to 25 feet in width which exceeds the minimum 10-foot requirement. Due to the type and number of utilities and easements, the number of required trees provided will still be exceeded, but strategically located along the rear portion in an additional 25-ft landscaped area of the site which will help screen the single-family residential from the gasoline service station. The proposed gas station backs up to the HOA lot containing the amenity center for the subdivision. There will be a 6- foot masonry wall, with a 25-foot landscape strip and 11 trees facing the HOA lot. The gas pumps are located at the front of the site and are approximately 165-ft from the rear property line and screened from the HOA lot by the convenience store, eleven trees, landscape strip and screening wall.

### **RECOMMENDATION**

It is City staff's recommendation that the City Council approve the Special Use Permit request for a gasoline service station with a condition that the required masonry screening wall be increased in height from six feet (6') to eight feet (8').

# Location Map



**ZONING CASE NO. SUP-2016-08-07**

**APPLICANT:** KAREN MITCHELL, MITCHELL PLANNING GROUP LLC

**PROPERTY OWNER:** PARKER DENTON CROSSING, L.P.

**PROPERTY LOCATION:** NORTHEAST CORNER OF FM 544 AND OLD DENTON RD (FM 2281) (1.379-ACRES) LOT 1R, BLOCK M, WYNDALE MEADOWS ADDITION PHASE I

**CURRENT ZONING:** GENERAL BUSINESS (GB)

**REQUESTED USE:** A SPECIAL USE PERMIT (SUP) FOR A GASOLINE SERVICE STATION

# Aerial Map



**MINUTES**  
**PLANNING AND ZONING COMMISSION**  
**AUGUST 2, 2016**

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**Item 1:**

The Lewisville Planning and Zoning Commission meeting was called to order at 6:30 pm. Members present: James Davis, Brandon Jones, Mary Ellen Miksa, Alvin Turner, Steve Byars and Kristin Green. Member

Staff members present: Richard Luedke, Planning Manager & Mary Paron-Boswell, Sr. Planner.

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**Item 4:**

Public Hearings for Zoning and Special Use Permits were next on the agenda. There were two items for consideration:

- B. Public Hearing:** Consideration of a Special Use Permit for a Gasoline Service Station; on an Approximately 1.379-Acre Tract of Land; Located at the Northeast Corner of FM 544 and Old Denton Rd. (FM 2281), Further Identified as Lot 1R, Block M, Wyndale Meadows Addition Phase I; as Requested by Karen Mitchell of Mitchell Planning Group, LLC on Behalf of Parker Denton Crossing, L.P., the Property Owner. (Case No. SUP-2016-08-07).

Staff gave an overview of the proposed gas station Special Use Permit request indicating that the previous request was withdrawn by the applicant prior to going before City Council in order to meet with area residents to discuss their concerns related to the proposal. The applicant has since resubmitted the application for consideration. The site is located at the northeast corner of FM 544 and Old Denton Road and was previously part of a larger tract of land. It has since been replatted and is a stand-alone lot. Staff gave an overview of the proposed building, the upgraded gas canopy, the proposed monument sign and other signage proposed for the site, the proposed landscaping and screening of the site. The applicant is proposing to provide an additional 25-ft landscape strip at the rear of the site with 11 trees that will also add to screening in addition to the masonry screening wall. Staff also provided the Commissioners with e-mails received from individuals both opposed and not opposed to the SUP request as well as a letter provided by SJR Planning Consultants, hired by the property owner to work with the residents of Wyndale Meadows.

Karen Mitchell of Mitchell Planning Group, LLC., the applicant, provided a presentation with information on the proposed distances from the HOA lot and other residential lots in the neighborhood. She addressed the upgraded architecture for the store and canopy as well as traffic concerns and its location next to a major highway and traffic carriers. She outlined the fume recovery system and described how the technology has improved both in the gas delivery and in the cars themselves, aiding in vapor recovery. She also described how 7-Eleven was an industry leader in deterring crime. Karen also spoke about property values in the neighboring communities

of Frisco and Southlake with similar situations as proposed. She indicated that the applicant was proposing \$300,000 in mitigation measures. Karen asked to be able to provide a rebuttal once the public had an opportunity to speak. Commissioner John Lyng asked for details related to the fuel tanks and lighting proposed. Mr. Gary Fullington of Parker Denton Crossing stated that the tanks would be double walled and monitored as well as the lines. Mr. Fullington was not aware of any issues with the system and indicated that if there was a leak that an alarm would be triggered and the system would shut down. He indicated that the tanks belonged to 7-Eleven and that they are very responsive. He also described the dark sky lighting proposed for the site. Commissioner Alvin Turner asked how often the tanks are monitored. Mr. Fullington indicated that the tanks are monitored continuously 24/7 and that they are also required to log the monitoring and keep a detailed inventory of what goes in and out of the tanks.

Chairman Davis opened the public hearing. Mr. Mostafa Setayer, the developer of the project spoke in favor of the request and indicated there are sensors throughout the system/process that monitor the tanks and dispensers. He also outlined the required testing for the tanks.

The following 22 people spoke in opposition to the requested Special Use Permit:

- June Kim – 2286 Wind Meadow Lane
- Nelson Ashade – 2287 Prairie Glen Street
- Hannah Deva – 2300 Wind Meadow Lane
- Katie Pham – 2290 Prairie Wind Path
- Son Pham – 2290 Prairie Wind Path
- Kim Corbin – 322 Prairie Hill Trail
- Saravanan Palaniappan – 2290 Wind Meadow Lane
- Justin Lovett – 2285 Breeze Dale Path
- Angela Payne – 2298 Breeze Dale Path
- Amit Trivedi – 316 Wyndale Path
- Jon Saine – 2292 Breeze Dale Path
- Siva Chilakpati – 2288 Wind Meadow Lane
- Bhoomaiah Patha – 334 Wyndale Drive
- Carmen Jezercak – 2293 Wind Meadow Lane
- Venkata Kothamasu – 336 Wyndale Drive
- Vamsi Akula – 2292 Wind Meadow Lane
- Sankara Rao Patibandla – 328 Wyndale Drive
- Mel Saine - 2292 Breeze Dale Path
- Krunalkumar Patel – 2297 Wind Meadow Lane
- Srinivasa Garre – 348 Wyndale Drive
- Aneitha – 2290 Wind Meadow Lane
- Faisal Ali – 310 Wyndale Drive

The residents who spoke at the meeting had concerns over the proximity of the gas station in relation to the HOA lot containing the pool and playground for the residents since they use the area year round. The recurring comments related to the effects of fumes on residents at the pool

and playground, the possibility of the gas tanks exploding, the possible exposure to benzene and health risks, fuel spills and leaks, loss of privacy, increase noise and crime, decrease in property values, increase in traffic and cut-through traffic, the location of other gas stations within minutes of this site. There being no one else present to speak the public hearing was closed.

Karen Mitchell addressed the Commissioners and the residents and clarified that her comments about the use of the HOA lot for only a portion of the year was referencing the use of the pool for only a portion of the year. She also indicated that her team tried to reach the main neighborhood contacts and were told that the neighbors did not want to meet. She also confirmed that the property value information was obtained from the Denton Central Appraisal District and that there are provisions built into the SUP that could rescind or terminate the SUP under certain circumstances. William Meredith asked about additional screening. Karen indicated that they would be willing to make the masonry wall eight feet in height in lieu of the required six foot in height wall. Karen also discussed the other types of uses allowed by right in GB zoning and that the residents would have no say in how the site was developed.

Kristen Green indicated that this was a tough case and she appreciated the information by the applicant and the neighbors voicing their concerns. She went through the items of concern such as the traffic, which was horrendous in her opinion, but that the gas station does not generate a new trip but is done on the way to somewhere else versus a trip to a restaurant or pharmacy which is a new trip generator. She also discussed the issue of fumes but received information to address those concerns. She was more concerned over cars idling in a drive thru that could be built up against the property line or the proximity of the site to SH 121 with the existing heavy traffic. Regarding the concerns about crime, she did not feel there was enough data to compare. She had more concerns about someone being able to build a multi-story building and being able to look into the pool area than the proposed one-story convenience store. John Lyng indicated that he was in favor of the proposal and that he lived close to an older 7-Eleven that had two churches and a school with a playground nearby and he has not seen explosions or gun shots come from that site. He empathized with the residents but believes that the developer has made efforts to mitigate their concerns. Alvin Turner wondered if a different location on the existing northeast corner would change the residents' opinion. William Meredith asked if the developer would be willing to provide a taller screening wall and or more fencing. Staff indicated that the requirements would be applicable only to the lot being developed and under the SUP. William Meredith asked about additional screening and Karen indicated that they would consider making the masonry wall eight feet in height in lieu of the required six foot in height wall. MaryEllen Miksa empathized with the residents and appreciated the developer's mitigation efforts. James Davis reiterated that the entire site, including the residential area was at one time all zoned GB and was only recently rezoned to allow for some commercial development. He also explained that the SUP process allowed the residents input into the possible development of this site but in the case of other uses that don't require the SUP, they would not have any input over the development. A motion was made by John Lyng to recommend approval of the SUP with the condition that the required masonry screening wall be increased from six feet (6') to eight feet (8') in height, seconded by William Meredith. The motion passed unanimously (6-0). Staff indicated that this item would be going before the City Council on August 15<sup>th</sup> for a second public hearing and a final decision.

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## **SECTION 17-22. - "GB" GENERAL BUSINESS DISTRICT REGULATIONS**

- (a) *Use.* A building or premise shall be used only for office, retail and service uses which are primarily retail in nature including, but not limited to:
- (1) Any use permitted in district "LC" as regulated in said district.
  - (2) Auto, boat, motorcycle, recreational vehicle or mobile home display, sales (outdoor) and/or repair (SUP required)
  - (3) Bakeries.
  - (4) Building material sales with outside storage or display, including lumber yards (SUP required).
  - (5) Business or commercial schools.
  - (6) Clinic, medical and dental, and professional offices.
  - (7) Carpentry, painting, plumbing or tinsmithing shop fully enclosed within a building.
  - (8) Cleaning, laundry and dyeing plants fully enclosed within a building.
  - (9) Creamery, ice cream manufacturing and dairy operations fully enclosed within a building.
  - (10) Farm implement display and sales room. (outdoor) (SUP required).
  - (11) Hotels, motels and inns.
  - (12) Mortuaries with or without crematoriums. (SUP required).
  - (13) Office buildings.
  - (14) Pet shops, retail, fully enclosed within a building.
  - (15) Printing, engraving and newspaper plants, fully enclosed within a building.
  - (16) Radio or television broadcasting station or studio with broadcasting towers (SUP required).
  - (17) Retail stores, fully enclosed within a building.
  - (18) Veterinarian or animal hospital with outdoor kennel or exercise runs (SUP required).
  - (19) Bowling alley and other commercial amusement (indoor) uses, fully enclosed within a building.
  - (20) Church worship facilities.
  - (21) Uses similar to the above mentioned permitted uses, provided activities conducted wholly inside a building and observe the requirements of all city ordinances.
  - (22) Temporary buildings for uses incidental to construction work on the premises, which buildings shall be removed upon the completion or abandonment of construction work.
  - (23) Accessory buildings and uses customarily incidental to any of the above uses, provided that such not be objectionable because of odor, smoke, noise, vibration or similar nuisance. Open storage shall be considered an accessory use but no more than ten percent (10%) of the platted lot may be used for outside storage, including access and maneuvering areas for moving the stored items.
  - (24) Dwelling units of 850 square foot minimum size when located over a retail, restaurant or similar use on the first floor (SUP required).
  - (25) Private Utility Plants or Sub-stations (including alternative energy) (SUP required).
  - (27) Cemetery, columbarium, mausoleum and accessory uses (SUP required).
  - (28) Commercial amusement, outdoor (SUP required).
  - (29) Drive-in theater (SUP required).
  - (30) Flea market, outdoor (SUP required).
  - (31) Helipad, helistop or landing strip (SUP required).
  - (32) Kennels with outdoor runs (SUP required).
  - (33) Nightclub, bar. (SUP required).
  - (34) Brewery, distillery, or winery.
  - (35) Hotels, motels and inns with rooms containing a cooktop or oven (SUP required).
- (b) *Height.* No building shall exceed in height the width of the street on which it faces plus the depth of the front yard. On a lot adjoining a residential district, no building shall exceed forty-five (45) feet in height, except that this height may be increased up to the maximum of twelve (12) stories or one hundred eighty (180) feet at the rate of two (2) feet of additional height for each one (1) foot of additional setback from required yard lines. In no event, however, shall the portion of a building located within one hundred fifty (150) feet of any property zoned for residential purposes exceed the height allowed in that residential zoning district.
- (c) *Area.*

(1) *Size of yards.*

- a. *Front yard.* There shall be a front yard having a minimum depth of twenty-five (25) feet. No parking, storage or similar use shall be allowed in required front yards in district "GB", except that automobile parking (including automobile dealer display parking) will be permitted in such yards if separated by at least twenty-five (25) feet from any residential district.
- b. *Side yard.* A side yard of not less than fifteen (15) feet in width shall be provided on the side of a lot adjoining a side street. A side yard of not less than ten (10) feet in width shall be provided on the side of a lot adjoining a residential district. The required side yard shall be waived when a screening device is installed in accordance with the city's general development ordinance. The building itself can serve as a portion of the screening device when that portion of the building exterior is constructed of the same materials as the screening device. No parking, storage or similar use shall be allowed in any required side yard or in any side street yard adjoining a residential district.
- c. *Rear yard.* No rear yard is required, except that a rear yard of not less than twenty-five (25) feet in depth shall be provided upon that portion of a lot abutting or across a rear street from a residential district, except that such yard requirement shall not apply where the property in the residential district also backs up to the rear street. The required rear yard shall be waived when a screening device is installed in accordance with the city's general development ordinance. The building itself can serve as a portion of the screening device when that portion of the building exterior is constructed of the same materials as the screening device.

(2) Reserved.

- (d) *Outside Storage Regulations.* In all zoning districts where outside storage yards are allowed, such storage yards shall be screened from view in accordance with the standards outlined in the city's general development ordinance. This provision applies to all outside storage which began after the original date of passage of this provision (April 4, 1994). Any variance request involving the requirements or standards relating to such required screening devices shall be considered by the city council in accordance with the city's general development ordinance. Areas which are used for infrequent and temporary storage for a period of thirty (30) days or less per year shall not be deemed as storage yards.

## **SECTION 17-21. - "LC" LOCAL COMMERCIAL DISTRICT REGULATIONS**

- (a) *Use.* A building or premise shall be used only for indoor, neighborhood office, retail, and services which are primarily retail in nature, including, but not limited to:
- (1) Any use permitted in district "OD" as regulated in said district.
  - (2) Grocery stores.
  - (3) Barber and beauty shops.
  - (4) Book, card, gift and stationary stores.
  - (5) Dry cleaning and laundry services.
  - (6) Gasoline service stations (SUP required).
  - (7) Minor automobile services including tune-up and repair services, tire stores and car washes, providing there is no overnight outside storage of vehicles (not including transmission or body shops) (SUP required).
  - (8) Restaurants.
  - (9) Florists.
  - (10) Video rental stores, movie theaters and other indoor amusements.
  - (11) Church worship facilities.
  - (12) Buildings and uses owned or operated by public governmental agencies.
  - (13) Other retail, office and service uses of a similar nature provided that the business establishment supplies the everyday needs of the immediate neighborhood and is subject to the following conditions:
    - a. There is no outside display and storage of merchandise or vehicles, except for the incidental and occasional sale of merchandise outside the building for periods not to exceed thirty (30) days (i.e. Christmas tree sales and sidewalk sales, etc.).
    - b. That required yards not be used for display, sale or storage of merchandise, or for the storage of vehicles, equipment, containers or waste material.
    - c. That such use not be objectionable because of odor, excessive light, smoke, dust, noise, vibration, or similar nuisance.
  - (14) Temporary buildings for uses incidental to construction work on the premises, which buildings shall be removed upon the completion or abandonment of construction work.
  - (15) Accessory buildings and uses customarily incidental to any of the above uses, provided that such not be objectionable because of odor, smoke, dust, noise, vibration or similar nuisance.
  - (16) Private Utility Plants or Sub-stations (including alternative energy) (SUP required).
  - (17) Cemetery, columbarium, mausoleum and accessory uses (SUP required).
  - (18) Beverage container recycling collection facility (SUP required).
  - (19) Kiosks, including water and ice sales (SUP required).
  - (20) Private stadium/arena/sports field (SUP required).
  - (21) Communication Towers (SUP required).
  - (22) Plant Nursery (Retail Sales) (Indoor)
  - (23) Plant Nursery (Retail Sales) (With Outdoor Display or Storage) (SUP required).
- (b) *Height.* No building shall exceed forty-five (45) feet or three (3) stories in height, except that a building may be erected to a height of eighty (80) feet and eight (8) stories if set back from all required yard lines a distance of one (1) foot for each two (2) feet of additional height above forty-five (45) feet. In no event, however, shall the portion of a building located within one hundred fifty (150) feet of any property zoned for residential purposes exceed the height allowed in that residential zoning district.
- (c) *Area.*
- (1) *Size of yards.*
    - a. *Front yard.* There shall be a front yard having a minimum depth of twenty-five (25) feet. No parking, storage or similar use shall be allowed in required front yards in district "LC", except that automobile parking will be permitted in such yards if separated by at least twenty-five (25) feet from any residential district.
    - b. *Side yard.* A side yard of not less than fifteen (15) feet in width shall be provided on the side of a lot adjoining a side street. A side yard of not less than ten (10) feet in

width shall be provided on the side of a lot adjoining a residential district. The required side yard shall be waived when a screening device is installed in accordance with the city's general development ordinance. The building itself can serve as a portion of the screening device when that portion of the building exterior is constructed of the same materials as the screening device. No parking, storage or similar use shall be allowed in any required side yard or in any side street yard adjoining a residential district.

- c. *Rear yard.* No rear yard is required, except that a rear yard of not less than twenty-five (25) feet in depth shall be provided upon that portion of a lot abutting or across a rear street from a residential district, except that such yard requirement shall not apply where the property in the residential district also backs up to the rear street. The required rear yard shall be waived when a screening device is installed in accordance with the city's general development ordinance. The building itself can serve as a portion of the screening device when that portion of the building exterior is constructed of the same materials as the screening device.

(2) *Reserved.*

## **SECTION 17-29.5 - "SUP" SPECIAL USE PERMIT**

(a) *Purpose.*

The special use permit (SUP) provides a means for evaluating land uses identified in this ordinance to ensure compatibility with adjacent properties. The intent of the special use permit process is to allow consideration of certain uses that would typically be incompatible or intensely dominate the area in which they are located, but may become compatible with the provision of certain conditions and restrictions.

(b) *Application submittal and approval process.*

(1) Application for an SUP shall be processed like an application for rezoning. An application shall not be complete and shall not be scheduled for a public hearing unless the following are submitted along with the application:

- a. A scaled development plan depicting the items listed in Section 17-29.5(b)(2);
- b. A meets and bounds description of the property boundary;
- c. A narrative explaining how the property and use(s) will function;
- d. Colored elevations of the building and other structures including dimensions and building materials;
- e. A Landscaping Plan, meeting the requirements of Section 6-124 of the Lewisville Code of Ordinances;
- f. A Tree Survey and Mitigation Plan if required by Section 6-125 of the Lewisville Code of Ordinances;
- g. Detailed elevations and descriptions of proposed signage;
- h. An exhibit illustrating any requested variances; and
- i. Any other information, drawings, operating data or expert evaluations that city staff determines are necessary to evaluate the compatibility criteria for the proposed use and development.

(2) The development plan submitted along with an SUP application must include the following:

- a. The layout of the site;
- b. A north arrow;
- c. A title block including project name, addition, lot, block, acreage, and zoning classification of the subject property;
- d. Name, address, and phone number for applicant, developer, owner, builder, engineer, and/or surveyor;
- e. Building location, property lines, and setbacks;
- f. Summary tables listing building square footage, required parking, and required landscaping;
- g. Locations of utility easements, if applicable;
- h. Zoning and ownership of adjacent properties;
- i. Easements, deed restrictions, or encumbrances that impact the property;
- j. Median openings, traffic islands, turning lanes, traffic signals, and acceleration and deceleration lanes;
- k. Streets, alleys, and easements adjacent to the site;
- l. Driveways and sidewalks;
- m. Parking configuration, including maneuvering lanes and loading areas;
- n. Location and details of dumpsters and screening devices; and
- o. Location of all proposed signage.

(3) Variances from the regulations of the city's General Development Ordinance may be granted at the discretion of the city council as part of the SUP approval. The granting of an SUP has no effect on uses permitted by right and does not waive the regulations of the underlying zoning district.

- (4) The planning and zoning commission or the city council may require additional information or drawings, operating data or expert evaluation or testimony concerning the location and characteristics of any building or uses proposed.
- (5) The planning and zoning commission, after holding a public hearing, shall recommend to the city council approval or denial of each SUP along with any recommended conditions. The city council shall review each case on its own merit, apply the compatibility criteria established herein, and if appropriate, grant the special use permit for said use(s).
- (6) Completion of a development plan for the SUP does not waive the requirement to provide an engineering site plan in accordance with the General Development Ordinance.

(c) *Compatibility criteria for approval.*

The planning and zoning commission shall not recommend approval of, and the city council shall not grant an SUP for a use except upon a finding that the use will:

- (1) complement or be compatible with the surrounding uses and community facilities and any adopted comprehensive plans or small area plans;
- (2) contribute to, enhance, or promote the welfare of the area of request and adjacent properties;
- (3) not be detrimental to the public health, safety, or general welfare; and
- (4) conform in all other respects to all zoning regulations and standards.

(d) *SUP conditions.*

The planning and zoning commission may recommend and the city council may adopt reasonable conditions upon the granting of an SUP consistent with the purpose and compatibility criteria stated in this section. The development plan, however, shall always be attached to and made a condition of the SUP. The other documents submitted with the SUP application may also be made conditions of the SUP.

(e) *Amendments, enlargement, modifications or structural alterations.*

- (1) Except for minor amendments, all amendments, enlargements, modifications or structural alterations or changes to the development plan shall require the approval of a new SUP. The city manager or his designee may authorize minor amendments to the development plan that otherwise comply with the SUP ordinance and the underlying zoning and do not:
  - a. Alter the basic relationship of the proposed development to adjacent property;
  - b. Increase the maximum density or height shown on the original development plan;
  - c. Decrease the number of off-street parking spaces shown on the original development plan; and/or
  - d. Reduce setbacks at the boundary of the site as specified by a building or setback line shown on the original development plan.
- (2) For purposes of this subsection, "original development plan" means the earliest approved development plan that is still in effect, and does not mean a later amended development plan. For example, if a development plan was approved with the specific use permit and then amended through the minor amendment process, the original development plan would be the development plan approved with the specific use permit, not the development plan as amended through the minor amendment process. If, however, the development plan approved with the specific use permit was replaced through the zoning process, then the replacement development plan becomes the original development plan. The purpose of this definition is to prevent the use of several sequential minor amendments to circumvent the zoning amendment process.

- (3) Although the city manager or his designee has the authority to grant minor amendments to the development plan, they are not obligated to do so. The city manager or his designee shall always maintain the discretion to require city council approval if he feels that it is within the public's interest that city council consider the amendment, enlargement, modifications, or structural changes at a public hearing.

(f) *Compliance mandatory with written requirements.*

- (1) No special use permit shall be granted unless the applicant, owner, and grantee shall be willing to accept and agree to be bound by and comply with the written requirements attached to the development plan drawings and approved by the city council.
- (2) A special use permit shall be transferable from one owner or owners of the subject property to a new owner or occupant of the subject property, however all regulations and conditions of the SUP shall remain in effect and shall be applicable to the new owner or occupant of the property.

(g) *Timing.*

All development plans submitted for review will be on the city's active list for a period of 90 days from the date of each submittal. After the 90-day period, a project will be considered abandoned and removed from the file. A building permit shall be applied for and secured within 180 days from the time of approval of the special use permit provided that the city may allow a one-time extension of the SUP for another 180 days. A SUP shall expire six months after its approval or extension date if no building permits have been issued for the site or if a building permit has been issued but has subsequently lapsed. Work must be completed and operations commenced within 18 months of approval.

(h) *Zoning map.*

When the city council authorizes granting of a special use permit the official zoning district map shall be amended according to its legend to indicate that the affected area has conditions and limited uses, said amendment to indicate the appropriate zoning district for the approved use, and suffixed by an "SUP" designation. A log of all special use permits shall be kept by the city.

(i) *Rescind and terminate a special use permit.*

City council may rescind and terminate an SUP after a public hearing if any of the following occur:

- (1) That one or more of the conditions imposed by the SUP has not been met or has been violated.
- (2) The SUP was obtained through fraud or deception.
- (3) Ad valorem taxes on the property are delinquent by six months or more.
- (4) Disconnection or discontinuance of water and/or electrical services to the property.
- (5) Abandonment of the structure, lease space, lot, or tract of land for 180 days or more. (For the purpose of this section, "abandon" shall mean to surrender occupancy by vacating or ceasing to operate or inhabit such property.)

This Section (Office Use Only)		
Case:		
PZ:		CC:
Sign/s Picked Up By:		



**LEWISVILLE**

**SPECIAL USE PERMIT (SUP)  
APPLICATION**

<b>Owner/s (name):</b> Gary Fullington	
<b>Company Name:</b> Parker Denton Crossing, L.P.	
<b>Mailing Address:</b> 10755 Sandhill Road, Dallas, Texas 75238	
<b>Work #:</b> (214) 343-9400	<b>Cell #:</b> (972) 339-0474
<b>E-Mail:</b> gfullington@prudentdevelopment.com	
<b>Owner Signature</b> (Owner/s Must Sign or Submit Letter of Authorization): <i>[Signature]</i>	<b>Date:</b> June 20, 2016
<b>Printed Name:</b> Gary Fullington	

<b>Applicant/Agent (name):</b> Karen K. Mitchell	
<b>Company Name:</b> Mitchell Planning Group, LLC	
<b>Mailing Address:</b> 7823 Nine Mile Bridge Road, Fort Worth, Texas 76135	
<b>Work #:</b> (817) 237-4467	<b>Cell #:</b> (817) 797-9134
<b>E-Mail:</b> kmitchell@mitchellplanninggroup.com	
<b>Applicant/Agent Signature</b> <i>[Signature]</i>	<b>Date:</b> 6/20/16
<b>Printed Name:</b>	

<b>Current Zoning:</b> GB(General Business)	<b>Requested Zoning:</b> GBw/SUP for Fuel Sales	<b>Acres:</b> 1.377
<b>Legal Description (Lot/ Block/Tract/Abstract):</b> Wyndale Meadows Addition, PH I, Block M, Lot 1 (1.377 acres out of 4.06 acres of land).		
<b>Address/Location:</b> NEC Parker Road (F.M. 544 & Old Denton Road (F.M. 2281))		

**Application and Sign Fees:**

	Less than 1/2 acre	\$ 150.00
X	1/2 acre up to 4.99 acres	\$ 250.00
	5 acres up to 24.99 acres	\$ 400.00

	25 acres up to 49.99 acres	\$ 750.00
	50 acres up to 99.99 acres	\$1,000.00
	100 acres and more	\$1,500.00

Qty: <u>Have already</u>	<b>SUP Signs - \$36 each.</b> 1 sign required for each 5 acres (max. 5 per site)	\$ <u>N/A</u>
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Sign(s) must be posted a minimum of ten (10) days prior to the Planning & Zoning hearing date.

<b>Amount Due</b> (application & sign fee)	\$ <u>250.00</u>
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July 25, 2016

Dear City of Lewisville Planning & Zoning Commission:

SJR Planning Consultants, LLC was hired by Parker-Denton Crossing LP to work with residents of Wyndale Meadows subdivision to gain support regarding an application for SUP for Gasoline Service Stations to build a 711 convenience store and 6 fuel pumps at the corner of Old Denton Road and Parker Road in Lewisville.

- We initially contacted 15 households that had shown up in opposition to this request (which resulted in the applicant withdrawing this request) at a previous Planning & Zoning Commission meeting to request a meeting to answer questions, clarify misconceptions and find a solution that would work for the residents while allowing our client to use their property for a compatible and common use on a corner lot at the intersection of two major arterials in proximity to a major freeway (SH- 121).
- We got a response from only 2 households interested in working with us, however both called back to say that while they understood our request and were supportive of it with the masonry wall raised to 8 feet they could not openly support the request due to the fear of upsetting the other households in opposition.
- The 2 households also tried to convince the neighbors to meet with the developer to find a mutually beneficial solution and were told that they would not work with a gas station use and would sue the City/developer if this was allowed.
- We then went door to door and spoke with some of the neighbors not on the opposition list and found 3 households willing to support this request in writing (see attached).
- One of the households that has sent an e-mail in support also verbally assured us of the support of 2 other properties in the neighborhood that belong to family members.
- One of the households that have signed a letter of no opposition requested that the identities of the householders supporting the request be kept private as they were worried about facing negative reactions/repercussions towards these households.

**During our door to door trips the common themes and pertinent information that was revealed was:**

- Someone connected with one of the households in opposition is interested in buying this entire property.
- Most of the neighbors did not understand that they could only object to uses that require a SUP but did not have power/ability to agree or disagree all potential users on this property;
- Most of the neighbors appeared scared to sign a support letter for the fear that their neighbors that were in opposition - 5 additional neighbors appeared to have no objection to this request but they would not sign support letters or appear in front of the commission.
- The property owners in this subdivision are unhappy with Lennar Homes for not building an entry feature and a wall between residential and commercial zoning.

In spite of the intimidation issue and the conflict of interest in wanting to buy property where one is opposing development on the property, the request has gained 7 verbal support and 3 support letters in writing.

Hope this update regarding any opposition from this neighborhood will prove helpful as you consider this request.

**XERXES**<sup>®</sup>  
a **ZCL** company

## Fiberglass Underground Storage Tanks for Petroleum Applications



making a **lasting** difference<sup>®</sup>

[www.xerxes.com](http://www.xerxes.com)

## Xerxes® Corporation – A trusted brand for more than 30 years



### Xerxes History

Xerxes Corporation is widely viewed today as the leading manufacturer of underground storage tanks in the United States. Established in 1979, Xerxes has forged strong brand loyalty built on a reputation for innovation and the highest quality products and services.

Like most market leaders, we have a long history of design innovation including development of the first UL-listed double-wall fiberglass tank. We followed that with the introduction of a second-generation double-wall design, which for the first time incorporated a factory-installed hydrostatic monitoring system. This method of leak detection has become the most popular form of monitoring fiberglass underground tanks. More recently, we further improved our tank design by incorporating Parabeam®, a unique and proprietary three-dimensional glass fabric. Parabeam bonds the primary and secondary walls of our double-wall tank together for greater structural integrity, while also allowing for a free-flowing, clearly defined interstice between the two walls. Industry-leading innovations such as these, plus many others, are why petroleum equipment distributors, fuel marketers and commercial accounts rely on Xerxes for safe underground storage tank products.

### One Company – Two Trusted Brands

Today, Xerxes is part of the ZCL® Composites group of companies manufacturing underground and aboveground fiberglass tanks for a wide range of applications, primarily petroleum products. ZCL Composites (ZCL) is a publicly traded company on the Toronto Stock Exchange (TSX: ZCL). Established in 1987, ZCL began manufacturing fiberglass tanks in Canada. Like Xerxes in the United States, ZCL's growth and the popularity of fiberglass tanks in Canada has been steady. Combined, the Xerxes brand in the United States and the ZCL brand in Canada make us North America's largest manufacturer of underground storage tanks. We service our underground storage tank customers from six strategically located North American manufacturing plants, four in the United States and two in Canada. Our extensive geographic coverage gives us unmatched ability to cost-effectively deliver tanks anywhere in North America. With more than 200,000 tanks installed, our position as the industry's leading manufacturer of underground storage tanks strengthens each year.

## Benefits of Xerxes fiberglass underground storage tanks



### Why choose a fiberglass tank?

Since their introduction in the 1960s, fiberglass underground tanks have rapidly grown in popularity. It was becoming clear that rusting steel tanks were leaking and creating serious environmental damage. Therefore, the initial focus of fiberglass manufacturers was to design storage vessels that weren't vulnerable to the effects of external corrosion.

Throughout the 1980s, major oil companies and other large fuel marketers quickly began to realize the benefits of fiberglass over steel underground tanks. Today the preference for fiberglass tanks reaches across all segments of the market and includes those who specify, install and own underground storage tanks. Further, the recognized benefits of fiberglass extend well beyond external corrosion protection. Today, with a greater industry-wide understanding of the increased regulatory burden and risks associated with storage tanks, tank buyers are much more educated and sophisticated in their product selection.

### Consider the following features and benefits:

**Corrosion Resistance** – External corrosion protection will always be a concern, but, with the widespread use of ethanol-blended gasoline (E10, E15, E85), biodiesel fuels and ultra-low sulfur diesel (ULSD), the focus has shifted to internal corrosion protection. These new biofuels are creating increasing incidents of aggressive microbial-induced corrosion (MIC) of metal components in fueling systems. Fiberglass tanks are not vulnerable to internal corrosion caused by MIC. Neither do they rust externally due to corrosive soil environments.

**Fuel Compatibility** – In addition to creating corrosive conditions in tanks, new ethanol-blended fuels today also raise questions regarding compatibility of the stored fuel with tank materials. Xerxes double-wall fiberglass tanks are not only warranted for the full range of ethanol-blended gasoline, they are also UL-tested and UL-listed as compatible with 0-100 percent ethanol storage. This is a very clear and distinct difference from steel storage tanks.

**Track Record** – With hundreds of thousands of tanks installed throughout North America during the last three decades, fiberglass tanks have an outstanding record of both protecting the environment and minimizing tank owners' risk. The great majority of new underground tanks installed today for North America's largest fuel retailers and commercial fleet facilities are fiberglass tanks. After exploring their options and evaluating years of product performance, these tank owners overwhelmingly continue to choose fiberglass.

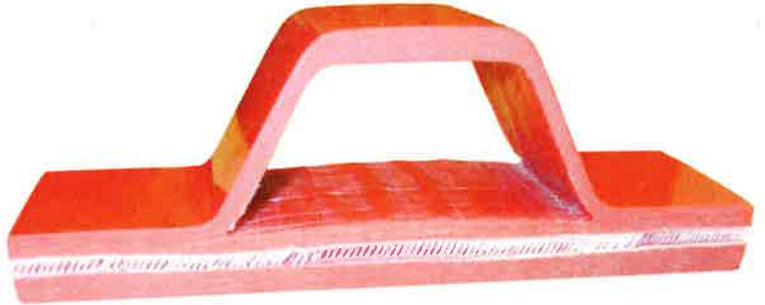
## Why choose a Xerxes tank?

During the last three decades, Xerxes has gained a worldwide reputation as a leader in underground storage tank technology. Since its inception in 1979, Xerxes has steadily grown from a tank manufacturer with a small market share to its role today as the market leader. This recognition can be attributed to the many experienced Xerxes employees who strive to not only meet but to exceed our customers' requirements. Equally significant is the quality of the tanks and related products that we manufacture.

Underground storage tanks are not commodity products. Xerxes storage tanks offer customers a number of unique and significant design and performance differences superior to both competitive fiberglass tanks and steel tanks.

### Consider the following:

**Rib Design** – Circumferential ribs are an important design element of any fiberglass underground vessel. Therefore, the rib geometry and how it's incorporated into the cylinder, or tank itself, is an important consideration for designers and customers as they compare products. In the Xerxes design, with its consistent, high-profile rib structure, ribs are fabricated directly into the tank cylinder – not as a secondary step in the process. This increases the overall strength of the tank and results in a structurally superior product.



**Parabeam® Construction** – As part of our history of continuous improvement, Xerxes introduced Parabeam, a unique and proprietary three-dimensional glass fabric, into its underground tank design. Parabeam enhances overall structural integrity by creating a bond between the primary and secondary cylinder walls, while providing a free-flowing interstitial space for monitoring capabilities. Another important benefit is the elimination of false alarms created by fluctuating reservoir levels that can be a recurring problem in other manufacturers' hydrostatically monitored tanks.



**Maintenance-Free** – Many manufacturers of steel tanks have reduced their warranty duration from 30 years to 10 years, and have incorporated language that requires ongoing maintenance and removal of water bottoms as a condition of warranty coverage. The presence of water in the bottom of fuel tanks is a common condition. Maintenance to frequently remove it can be expensive over both the short-term and long-term life of a tank, and can also leave an owner vulnerable to denied warranty claims should a steel tank corrode internally. Xerxes offers a 30-year limited warranty with no restrictions regarding water-bottom monitoring and removal.

**Company Stability** – Over the last 30 years, tank manufacturers have gone out of business or filed for bankruptcy and no longer provide warranty coverage. Customers who purchase underground tanks do so with the expectation that their tank will provide many years of trouble-free service, and that the manufacturer will be around to support its products and its warranties. Xerxes has a three-decade record of doing just that.

# TRUCHEK® – State-of-the-art continuous monitoring



TRUCHEK® hydrostatic tank monitoring for double-wall tanks is an easy, precise and reliable method for continuous leak detection and for tank-tightness testing. For two decades, TRUCHEK has been successfully monitoring thousands of tanks in many different types of installations.

## Continuous Monitoring

When you order a Xerxes double-wall tank with the TRUCHEK option, the interstice between the two tank walls is filled at the factory with a calcium-chloride fluid that also partially fills a reservoir, creating hydrostatic pressure throughout the interstice. An electronic probe placed in the tank's reservoir alarms when the fluid level either falls below or rises above the acceptable level. This increasingly popular method of leak monitoring gives tank owners greater peace of mind than the alternative method of using a simple liquid sensor, which often never detects an outer-wall breach. TRUCHEK has become the industry standard as a state-of-the-art technique for continuous monitoring.

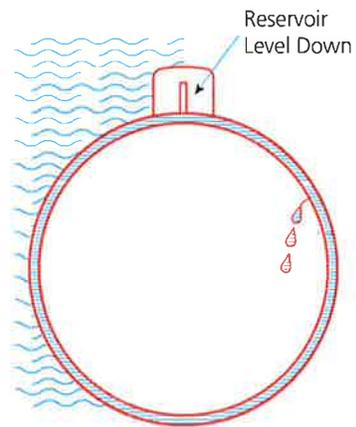
Changing regulations in some markets now require that new double-wall tanks have continuous leak detection using a constant vacuum, air pressure or hydrostatic pressure in the interstice. TRUCHEK is the ideal solution to this growing regulatory requirement.

## Tank Tightness

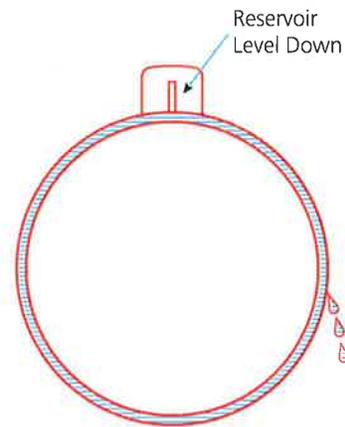
TRUCHEK also provides a simple, precise and reliable method to perform a tank-tightness test. The 10-hour tightness-test procedure meets the strict NFPA329 criteria. A shorter 4-hour test (while product is dispensing) exceeds EPA's criteria for a tank-tightness test.

## How does TRUCHEK work?

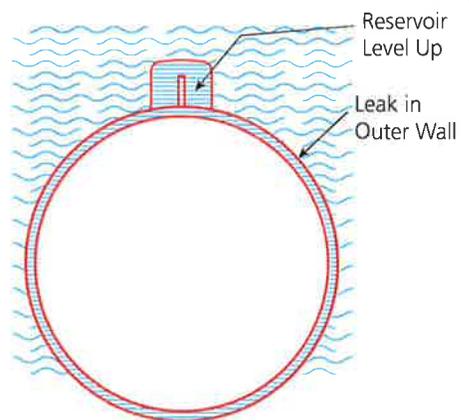
### Primary-Tank Leak in Wet Hole or Dry Hole



### Secondary-Tank Leak in Dry Hole



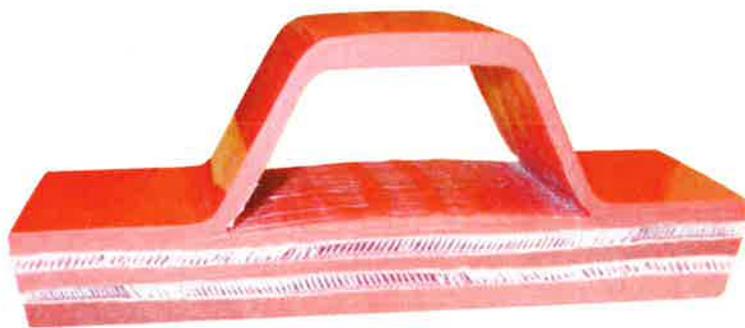
### Secondary-Tank Leak in Wet Hole



## Additional underground storage tank solutions

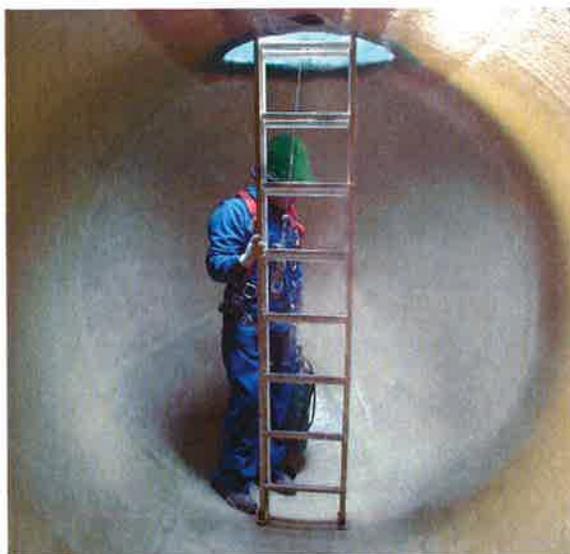
When a customer's needs go beyond the standard double-wall tank, Xerxes offers products that address a wide range of requirements. With a full line of tank accessories, we offer customers the most comprehensive range of solutions found in the petroleum equipment industry today. Please visit [www.xerxes.com](http://www.xerxes.com) for additional information on each of these products.

**Multicompartment Tanks** – These Xerxes tanks are a popular choice among retail gasoline marketers and fleet fueling owners. The ability to store two or three grades of fuel, or gasoline and diesel, in a single tank is particularly appealing when the amount of onsite space needed for multiple tanks is either not available or difficult to obtain. Customers may also find installation and insurance cost savings when using multicompartment tanks. The Xerxes double-wall multicompartment tank comes standard with a double-wall bulkhead, while other tank manufacturers require an upgrade to a double-wall bulkhead. Xerxes offers a wide range of capacity options in 6-, 8- and 10-foot-diameter models.

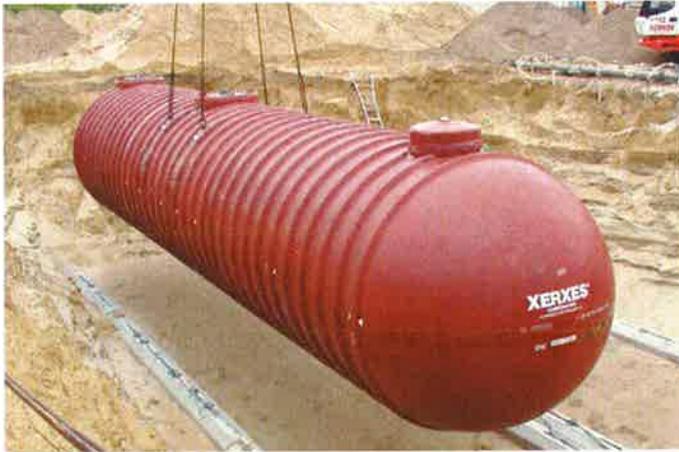


**Triple-Wall Tanks** – Some customers and regulatory agencies now require even more enhanced protection than double-wall tanks provide. Conditions that lend themselves to considering a triple-wall tank are sensitive groundwater aquifers, or nearby lakes or streams. The Xerxes UL-listed triple-wall tank, with an additional Parabeam interstice, is the innovative and cost-effective answer when this level of containment is required.

**The ZCL Phoenix System®** – In some situations, single-wall tanks that need to be upgraded to double-wall tanks offer site challenges that make removal of existing tanks either cost-prohibitive or extremely difficult. For instance, tanks are sometimes covered or surrounded by buildings, roads or rail lines. In such cases, converting a single-wall tank (either fiberglass or steel) into a double-wall tank might be done most efficiently with ZCL's Phoenix System. This ULC-listed system consists of two corrosion-resistant laminates with the proprietary Parabeam glass fabric between the laminates creating an interstitial space. The interstice can be either dry or hydrostatically monitored. The Phoenix System, applied onsite by trained installers, is biofuels compatible, including ethanol-blended fuels and biodiesels.



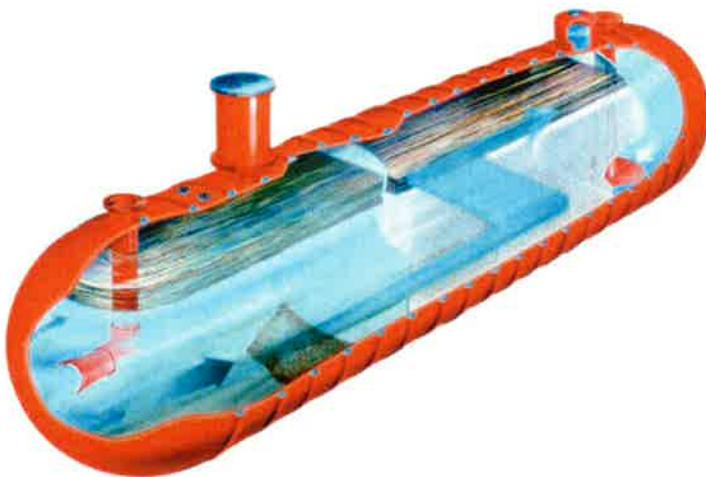
## Additional underground storage tank solutions



**Diesel Exhaust Fluid Tanks** – Demand for diesel exhaust fluid (DEF) is growing significantly as increasing numbers of commercial, passenger, rail and marine diesel engines that require the use of DEF enter the market. A Xerxes underground tank is the ideal solution for the very unique storage requirements that DEF presents. Unlike carbon steel tanks, a Xerxes fiberglass tank does not require special coatings or linings to protect the purity of the DEF product. Extensive testing with third-party laboratories was conducted to verify the suitability of long-term storage while maintaining product quality.

Xerxes uses stainless steel fittings, manway covers and striker plates on all tanks designed for DEF storage. A UL label is attached to all tanks that meet listing criteria. Each tank interior is thoroughly cleaned and then sealed to prevent contamination during shipping and installation.

In the relatively brief period of time that DEF has been used in North America, Xerxes has established a leadership role in introducing fiberglass tanks as the bulk storage vessel of choice. With more than 1,000 DEF tanks in service, customers are clearly putting their trust in Xerxes' design innovation capabilities.



**Oil/Water Separators** – With a fiberglass underground tank at the heart of the design, a Xerxes oil/water separator incorporates unique refinements within the vessel to create a separator that removes free-floating oils and settleable sands from oil/water mixtures. A properly sized polypropylene vertical-tube coalescer is designed to produce effluent quality of 10 ppm free-floating oil. A Xerxes oil/water separator is an excellent choice for managing water runoff from parking lots or equipment washdown stations. This product is also available with a UL 2215 listing.

## Storage tank accessories

Today's retail and commercial fueling facilities are sophisticated systems that are installed in a highly regulated environment. While the storage tank is the critical component in an underground fuel system, other important accessories are necessary in order to provide spill containment, tank anchoring, tank-top corrosion protection, leak detection and other important functions. Xerxes engineers have designed innovative, complimentary products that provide system designers and installers with cost-effective, easy-to-install accessories. Not all tank manufacturers provide the wide range of accessories that Xerxes offers. This is another example of how Xerxes' innovative spirit benefits customers.

As with many products, Xerxes tanks and accessories require proper installation to ensure that the customer receives the long-lasting, trouble-free performance that its products are designed for. To that end, Xerxes provides a comprehensive Installation Manual and Operating Guidelines document that outlines the easy, yet proper, steps necessary for a successful installation.



## Storage tank accessories



**Containment Sumps and Collars** – Sumps and collars are common accessories found on virtually all double-wall tanks installed today. Xerxes supplies optional, factory-installed containment collars that provide secondary containment around tank fittings and manways. Designed to be a custom match to the collar, the Xerxes containment sump comes in a variety of models and sizes, all engineered to accommodate different customer preferences and needs. Xerxes sumps and collars are also available in double-wall models that can be monitored with the reliable TRUCHEK hydrostatic monitoring system.

**Anchoring System** – Site-specific installation conditions generally dictate whether a tank-anchoring system is necessary. Some customers choose to anchor all their tanks. Xerxes offers a complete tank-anchoring system, including reinforced precast concrete deadman (designed to American Concrete Institute standards), fiberglass anchoring straps and galvanized turnbuckles. Each component is engineered to specific tank sizes and for ease of installation. In most cases concrete deadmen can be delivered on the same trailer as the tank. This both minimizes the shipping cost and assures that deadmen are ready for use when the tank is set.

**Hydrostatic Monitoring** – The image on page 8 illustrates the functional design of the highly effective TRUCHEK hydrostatic monitoring system. A “jacket” of calcium-chloride solution is factory-installed in the tank interstice and connected to a tank-top reservoir where the fluid level is monitored with a simple level sensor. The unique Parabeam construction of a Xerxes double-wall tank eliminates false leak alarms that can occur with other tank designs. In addition to its simple, yet highly effective, monitoring capabilities, TRUCHEK provides true continuous monitoring of both tank walls regardless of site conditions. This continuous-monitoring feature is increasingly attractive to state and federal regulators, and may become a requirement for all new double-wall tanks in the future.

# Guide Specifications for Xerxes Underground Petroleum Storage Tanks

## Short form:

The contractor shall provide a double-wall or triple-wall fiberglass reinforced plastic (FRP) UL-listed underground storage tank as shown on the drawings. The tank size, fittings and accessories shall be as shown on the drawings. The fiberglass tank shall be manufactured by Xerxes Corporation.

The tank shall be tested and installed according to the Xerxes Installation Manual and Operating Guidelines for Fiberglass Underground Storage Tanks in effect at time of installation.

## Long form:

### Part I: General

#### 1.01 Quality Assurance

##### A. Acceptable Manufacturer: Xerxes Corporation

##### B. Governing Standards, as applicable:

1. Underwriters Laboratories (UL) Standard for Safety 1316 Glass-Fiber-Reinforced Plastic Underground Storage Tanks for Petroleum Products, Alcohols, and Alcohol-Gasoline Mixtures. A UL label shall be attached to each tank.
2. National Fire Protection Association (NFPA) Standards: NFPA 30: Flammable and Combustible Liquids Code, NFPA 30A: Code for Motor Fuel Dispensing Facilities and Repair Garages, NFPA 31: Standard for the Installation of Oil-Burning Equipment.
3. City of New York Department of Buildings M.E.A., #161-89-M.
4. American Concrete Institute (ACI) standard ACI 318-11, Building Code Requirements for Structural Concrete.

##### C. Submittals

1. Contractor shall submit \_\_\_\_ copies of shop drawings, manufacturer's product brochures, and Installation Instructions.

### Part II: Products

#### 2.01 Double-Wall and Triple-Wall Fiberglass Reinforced Plastic (FRP) Underground Storage Tanks:

##### A. Loading Conditions – Tank shall meet these design criteria:

1. **Interstitial Pressure** – The interstitial space of the tank shall withstand a minimum 20-psig pressure test.
2. **Internal Load** – Tank shall withstand a 5-psig air-pressure test with a 5:1 safety factor.
3. **Surface Loads** – Tank shall withstand surface H-20 and HS-20 axle loads when properly installed according to Xerxes' current Installation Manual and Operating Guidelines.
4. **External Hydrostatic Pressure** – Tank shall be designed for 7' of overburden over the top of the tank, the hole fully flooded and a safety factor of 5:1 against general buckling.

##### B. Product Storage:

1. The primary compartment of double-wall and triple-wall tanks shall be vented and operated at atmospheric pressure only.
2. Tank shall be capable of storing liquids with a specific gravity up to 1.1.
3. Tank shall be capable of storing products identified in the manufacturer's standard limited warranty in effect at the time of purchase.

##### C. Materials:

1. The primary and secondary walls of the tank shall be manufactured with 100% premium resin and glass-fiber reinforcement. No sand or silica fillers shall be added to the resin.
2. The interstitial space between the primary and secondary walls shall be constructed with a glass reinforcement material such as Parabeam®, which provides a structural bond between the two tank walls, while creating a defined interstice that allows for free flow of liquid.

##### D. Tank Dimensions (Refer to Xerxes literature on gallonage):

1. Tank shall have nominal capacity of \_\_\_\_ gallons.
2. Tank shall have nominal outside diameter of \_\_\_\_ feet.
3. Tank shall have a nominal overall length of \_\_\_\_ feet/inches.

#### 2.02 Tank Monitoring System

##### A. General

1. Tank shall be continuously monitored with the TRUCHEK® hydrostatic leak monitoring system.
2. The continuous monitoring system shall include monitoring fluid factory-installed in the interstitial space and within a fiberglass tank-top mounted reservoir.
3. The monitoring system shall be recognized by the National Work Group on Leak Detection Evaluations (NWGLDE) as continuous leak detection and as a precision tank test.
4. The monitoring system shall be independently tested by a qualified third party and verified to be capable of detecting leaks as small as .05 gallons per hour when TRUCHEK tank-tightness test procedures are followed.

##### B. Design

1. The continuous monitoring system shall be designed to detect a leak in either the primary or secondary wall at all times, regardless of the water-table conditions at the installation site.
2. The interstice of the tank shall be designed for a 5:1 safety factor beyond normal hydrostatic operating pressure to ensure structural integrity and to prevent false leak alarms.

#### 2.03 Accessories

##### A. Tank Anchoring

1. Anchor straps shall be as supplied by tank manufacturer and designed for a maximum load of 25,000 lbs.
2. Galvanized turnbuckles (two per anchor strap) shall be supplied by the tank manufacturer.
3. Prefabricated concrete anchors shall be supplied by the tank manufacturer, designed to the ACI 318-11 standard, manufactured with 4,000 psi concrete, and shall have adjustable anchor points.

##### B. Manways

1. The standard manway shall be flanged, 22" I.D. and complete with UL-listed gaskets, bolts and covers as shown on tank drawings.

##### C. Threaded Fittings

1. All threaded fittings shall be NPT half or full couplings, in 2", 4" or 6" diameters.
2. Fittings shall be installed on the tank-top centerline or in the cover of the manway as shown on the tank drawings.

##### D. Containment Collars & Sumps

1. The tank shall have factory-installed 42"-or 48"-diameter containment collars as shown on the tank drawings.
2. Containment sumps in 42"-or 48"-diameter, provided by the tank manufacturer and designed for mounting on the containment collars, shall be supplied as shown on the tank drawings.
3. Adhesive shall be provided by the tank manufacturer with each containment collar and sump.
4. Containment collars and sumps shall be designed and supplied as a containment system. Only sumps provided by the manufacturer shall be allowed.

### Part III: Testing and Installation

#### 3.01 Testing

**A. Testing** – Tank shall be tested according to the Xerxes Installation Manual and Operating Guidelines in effect at time of installation.

#### 3.02 Installation

**A. Installation** – Tank shall be installed according to the Xerxes Installation Manual and Operating Guidelines in effect at time of installation.

### Part IV: Limited Warranty

#### 4.01 Limited Warranty

**A. Limited Warranty** – Warranty shall be manufacturer's standard limited warranty in effect at time of purchase.

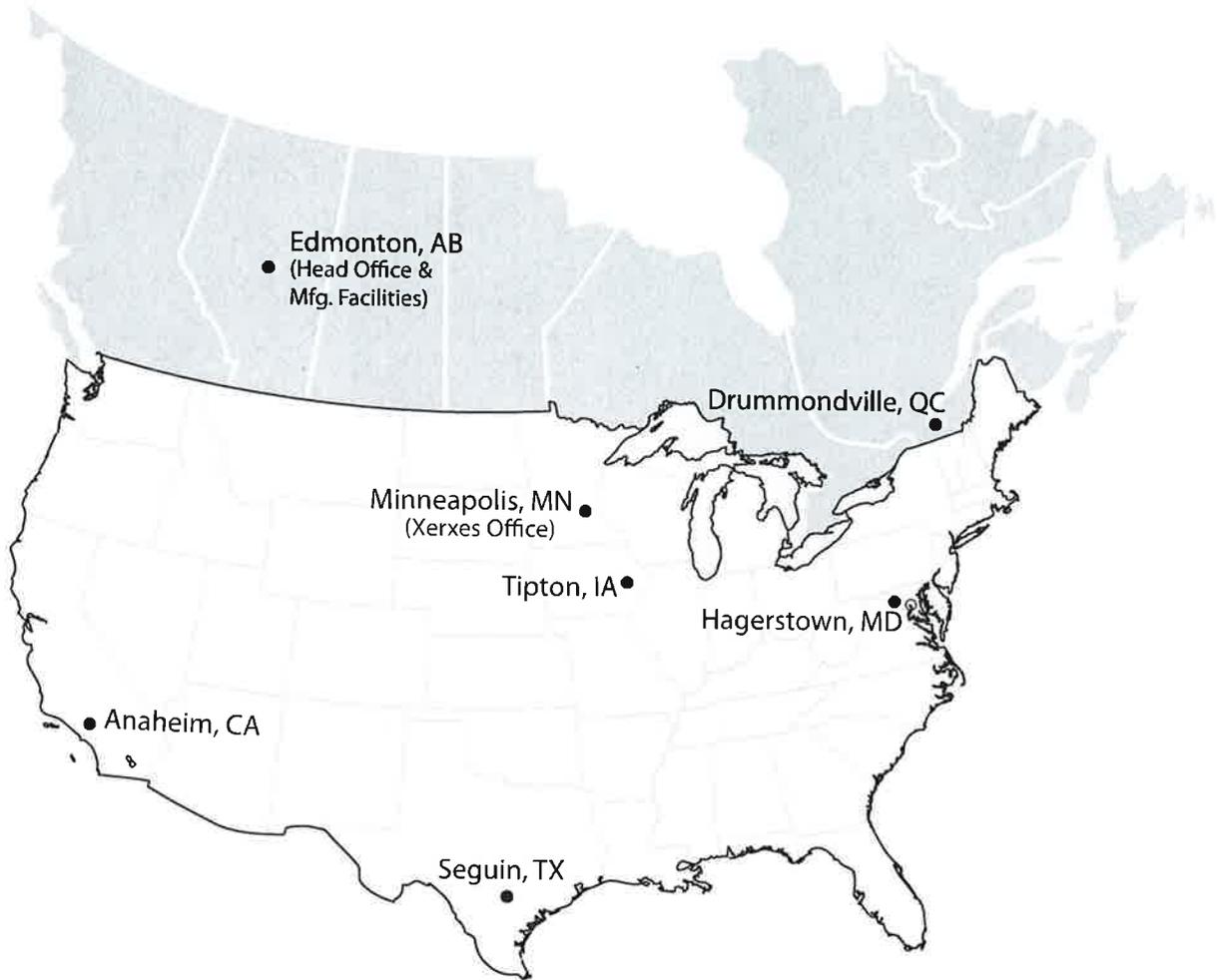
## Xerxes Underground Double-Wall Tank Data

	Nominal Capacity (gallons)	Actual Capacity (gallons)	Tank Length (feet/inches)	Nominal Shipping Weights (lbs) (dry interstitial)	Nominal Shipping Weights (lbs) (wet interstitial)	Number of Anchor Straps Required
<b>4-foot-diameter</b>	600	602	7'-3 1/2"	900	1,100	2
	1,000	1,009	11'-7 1/2"	1,400	1,700	2
	2,000	2,013	22' -3 5/8"	2,800	3,400	2
<b>6-foot-diameter</b>	2,500	2,324	13'-5 3/4"	2,200	2,800	2
	3,000	2,910	16'-4 1/4"	2,600	3,300	2
	4,000	3,789	20'-8"	3,600	4,400	2
	5,000	4,961	26'-5"	4,300	5,200	4
	6,000	5,840	30'-8 3/4"	5,000	6,100	4
<b>8-foot-diameter</b>	4,000	4,190	15'- 1/2"	2,700	3,600	2
	5,000	5,089	17'-8 1/2"	3,200	4,200	2
	6,000	6,044	20'-6 1/2"	3,700	4,900	2
	8,000	7,899	26'- 1/2"	4,800	6,200	4
	10,000	9,753	31'-6 1/2"	5,900	7,500	4
	12,000	11,608	37'- 1/2"	7,000	8,800	4
	15,000	14,881	46'- 9"	9,100	11,200	6
<b>10-foot-diameter</b>	10,000	10,420	21'-5 1/4"	4,900	6,400	4
	12,000	11,904	24'- 1/4"	5,600	7,200	4
	15,000	15,041	29'-5 3/4"	7,000	8,900	4
	20,000	19,782	37'-8 3/4"	9,000	11,300	6
	25,000	25,431	47'-6 3/4"	11,800	14,600	8
	30,000	30,172	55'-9 3/4"	14,000	17,200	10
	35,000	34,912	64'- 3/4"	16,500	20,100	12
	40,000	40,443	73'-8 1/4"	19,000	23,100	14
<b>12-foot-diameter</b>	20,000	20,638	29' -4"	14,000	16,700	6
	25,000	25,381	35' -7"	16,600	19,700	8
	30,000	31,072	43' -1"	19,900	23,500	10
	35,000	35,815	49' -4"	22,500	26,500	12
	40,000	39,609	54' -4"	24,600	28,900	12
	45,000	44,352	60' -7"	27,400	32,100	16
	48,000	48,146	65' -7"	29,500	34,500	18
	50,000	50,044	68' -1"	30,500	35,700	18

**Notes:**

1. Tank data for single-wall and multicompartiment tank models is available at [www.xerxes.com](http://www.xerxes.com).
2. Actual height of the tank may be greater than the actual diameter due to fittings and accessories. Load height during shipping may vary due to tank placement on the shipping trailer.
3. If an overflow-protection device is installed in the tank, the actual capacity will be reduced.

# North American Manufacturing Facilities



## ZCL Manufacturing Facilities

Edmonton, AB  
Drummondville, QC

## Xerxes Manufacturing Facilities

Anaheim, CA  
Hagerstown, MD  
Seguin, TX  
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7901 Xerxes Avenue South  
Minneapolis, MN 55431 USA  
952-887-1890  
www.xerxes.com

To,  
Whomever it concerns,  
City of Lewisville, Texas

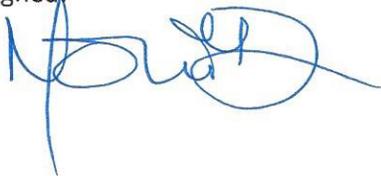
I William Skertchly, property owner of property located at  
2293 BREEZE DALE PATH ~~support~~ <sup>am not against</sup> the request to construct a convenience store  
with 6 fueling pumps at the NEC of Old Denton and Parker Roads fuel sales at the north east corner of  
Old Denton Road and Parker Road. **SUBJECT TO 8 FT WALL.**

Signed: 

To,  
Whomever it concerns,  
City of Lewisville, Texas

I Mowira Rivera, property owner of property located at  
2289 Breeze Dale Path ~~support~~ <sup>am not against</sup> the request to construct a convenience store  
with 6 fueling pumps at the NEC of Old Denton and Parker Roads fuel sales at the north east corner of  
Old Denton Road and Parker Road.

Signed:





Mary Paron <[mparon@cityoflewisville.com](mailto:mparon@cityoflewisville.com)>

---

## FW: 711 Gas Station at Old Denton and Parker

1 message

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**kmitchell** <[kmitchell@mitchellplanninggroup.com](mailto:kmitchell@mitchellplanninggroup.com)>

Tue, Aug 2, 2016 at 9:04 AM

To: Richard Luedke <[rluedke@cityoflewisville.com](mailto:rluedke@cityoflewisville.com)>, Mary Paron <[mparon@cityoflewisville.com](mailto:mparon@cityoflewisville.com)>

Here is the email from another property owner. Their families own 3 houses in this subdivision.

Karen

**From:** eldose joy [<mailto:eldosejoy@gmail.com>]

**Sent:** Tuesday, July 19, 2016 6:21 PM

**To:** Shai Roos

**Subject:** Re: email 5 of 5 - 711 Gas Station at Old Denton and Parker

Shai, we are OK if the wall height is 8 feet. Please Let us know if you need any signature

Eldose

On Tue, Jul 19, 2016 at 5:22 PM, Shai Roos <[sroos@sjrplanning.com](mailto:sroos@sjrplanning.com)> wrote:

Hi Eldose and Grace

I am in the neighborhood right now and two of your neighbors have signed a letter saying they are not against the development with a 8 foot wall between the pool and the gas station.

If you are able to say the same - just that you are not against then I can bring the letter by for you to sign - please let me know - I will be around for another hour or so.

Thanks

Shai

Shai R

On Jul 9, 2016, at 11:14 AM, eldose joy <[eldosejoy@gmail.com](mailto:eldosejoy@gmail.com)> wrote:

Hello Shai

Thanks for the emails and documents. Looking through it.

Eldose & Grace

On Saturday, July 9, 2016, Shai Roos <[sroos@sjrplanning.com](mailto:sroos@sjrplanning.com)> wrote:

Detailed elevations of the wall between pool and 711, gas canopy and sign.

I would really appreciate it if you could drop a line to let me know that you've received these 5 e-mails. Thanks so much.

Regards

Shai

**Shai Roos, AICP**

**Principal**

<image001.png>

4429 Emerson Avenue • University Park • TX 75205

817-368-2901 • [sroos@sjrplanning.com](mailto:sroos@sjrplanning.com)

[www.sjrplanning.com](http://www.sjrplanning.com)

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**From:** Shai Roos  
**Sent:** Friday, July 08, 2016 6:27 PM  
**To:** 'eldosejoy@gmail.com' <[eldosejoy@gmail.com](mailto:eldosejoy@gmail.com)>  
**Subject:** 711 Gas Station at Old Denton and Parker

Dear Eldose and Grace

Thank you both so much for your time on Wednesday. I discussed your concerns with the Developer and was able to get the following answers for you. I hope these will allay your concerns and you will be able to support this development.

- 1) Please find attached copies of the site plan, elevations, and the property value research that I shared with you on Wednesday.
- 2) Also attached are pages from the City of Lewisville zoning ordinance showing uses allowed in GB – General Business Zoning. I have also attached an excel spreadsheet with notes added to clarify some of the “plannereze”. As I mentioned in our conversation the uses that do not mention (SUP required) next to them are allowed “by right” which means no one can protest or stop these uses from locating at this site.
  - a. Also the uses that are allowed by right (e.g. convenience store without the gas pumps, or drive thru restaurants, liquor stores etc.) will not be required to provide the masonry wall and the 60 ft distance from property line next to the pool area that is currently shown on the site plan. They can provide 25 feet distance and no wall or build on the property line without the 25 feet and use part of their building as the wall.
  - b. A “by right” use will also not be required to match the architecture (brick, roof, domer windows) or the increased landscaping especially in the back next to the pool area.
- 3) The 711 convenience store will not have a restaurant such as subway or anything else attached to it.

- 4) There will not be any truck fueling at the gas pumps.
- 5) The gas station curb cut on Old Denton will be approximately 300 feet to Prairie Glen. Roughly mid-way between Parker and Prairie Glen.
- 6) The developer is willing to plant trees along the north property line next to Prairie Glen Lane.
- 7) Regarding the traffic problem (left turn out of the subdivision and right turn into the subdivision) we discussed - We are talking to the City to see if we can facilitate finding a solution to address the situation. I will let you know more next week. We are trying to see if the City will install a traffic light for y'all.
- 8) In addition to your concerns above, I spoke to another neighbor and he brought up if the developer would raise the wall between the pool area and the gas station to 8 feet. The developer is willing to do that.

I hope I was able to address your questions satisfactorily. If you think of anything else that I can help answer, please do not hesitate to call or e-mail me. I am working through the weekend so please feel free to call. Look forward to hearing if you might be able to support this development and convince your other family members to support it also. If yes, I would really appreciate it if you can e-mail me a support letter signed by the homeowners in support or I am happy to drive over with a hard copy to get your signatures at a time of your convenience.

Once again many thanks. Wish you both a great weekend

Regards

Shai

**Shai Roos, AICP**

**Principal**

<image001.png>

4429 Emerson Avenue • University Park • TX 75205

817-368-2901 • [sroos@sjrplanning.com](mailto:sroos@sjrplanning.com)

[www.sjrplanning.com](http://www.sjrplanning.com)



Mary Paron <mparon@cityoflewisville.com>

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## August 2nd - Gas Station near 544 and Old Denton

1 message

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**Wellington, Solomon** <msolomo5@contractor.jcp.com>  
To: "mparon@cityoflewisville.com" <mparon@cityoflewisville.com>

Mon, Aug 1, 2016 at 11:04 PM

Hello Sir/Madam

This is to bring to your kind attention on my humble protest towards the proposal that you have received for approval to build a Gas station near 544 and Old Denton rd crossing. It is coming up for hearing on August 2nd. Earlier I had been to the city of lewisville and provided my protest earlier indicating the safety concerns and also the sale value on the property along with many others.

Since I would not be able to be in person in the day of hearing, I am providing my protest via email. Kindly consider the same

Here are primary reasons for my protest

1) I believe the security for the raiders will be compromised by having a 24 x 7 Gas station. We will no longer be able to allow the kids to move around freely near the swimming pool and Play area

2) Between the 544 junction and entrance to the community, in the evening there is already traffic piled up during peak hours. This will now tremendously increase the traffic making difficult for the readers to go in and out of the community through the old Denton rd

3) We purchased the house here with high hopes to live in a peaceful and pollution free environment and this has become a concern now after investing so much in buying a house. Had known about this earlier, I would have not purchased the property in this community.

I pray and request that a permanent step will be taken to prevent building of any Gas station near the community

God Bless  
Solomon Wellington  
Wyndale Meadows Resident

Sent from Mobile  
Plz Xcuz any typos

The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. If the reader of this message is not the intended recipient, you are hereby notified that your access is unauthorized, and any review, dissemination, distribution or copying of this message including any attachments is strictly prohibited. If you are not the intended recipient, please contact the sender and delete the material from any computer.

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Mary Paron <[mparon@cityoflewisville.com](mailto:mparon@cityoflewisville.com)>

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## Hearing on Gas Station building

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**Santha Prasannan** <[santhammab@gmail.com](mailto:santhammab@gmail.com)>  
Reply-To: [santhammab@gmail.com](mailto:santhammab@gmail.com)  
To: [mparon@cityoflewisville.com](mailto:mparon@cityoflewisville.com)

Mon, Aug 1, 2016 at 4:04 AM

From ,

Santha Prasannan,

324 Prairie Hill TRL

Lewisville , TX,75056

I am writing in regard to a gas station being built on OLD DENTON and FM 544. Unfortunately I am unable to attend the meeting . I know we had a hearing on this before and voiced my objections on this and was told it was cancelled ,but now it is coming up a second time , I believe a gas station near a subdivision as close as this one will negatively affect the neighbourhood and that it will drive down our home prices. There is a swimming pool and children's play ground next to it . The air in there is going to be polluted and we won't be able to use the pool. If any one of you care about the communities you serve please do not let this happen to us . There is a brand new gas station just at the opposite on 121 and 544.I worry about the impact it will have on our home prices , health . and our children .

Santha Prasannan

[santhammab@gmail.com](mailto:santhammab@gmail.com)

214 929 1357



Mary Paron <mparon@cityoflewisville.com>

---

## Gas station near Wyndale Meadows

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**siva chilakapati** <reach.chilakapati@gmail.com>  
To: mparon@cityoflewisville.com

Tue, Aug 2, 2016 at 6:46 PM

Hello Sir/Madam-

I am Sivakumar resident of Wyndale Meadows community. I strongly pledge not to approve the gas station request which is not good for the pollution and toxins it produce of it was near. And esp. That planned gas station is next to swimming pool and kids play area, where kids play.

And I respect earlier decision to deny the petition and strongly request and sincerely pledge to deny the application.

Thanks.

Sincerely,  
Siva.  
Wyndale resident.



Mary Paron <mparon@cityoflewisville.com>

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## gas station opposed near Wyndale meadows community

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**Amin Lakhani** <aminasiflakhani@yahoo.com>  
To: mparon@cityoflewisville.com

Tue, Aug 2, 2016 at 5:52 PM

Hi,

My name is Amin Lakhani and my address is 318 Wyndale Dr Lewisville Tx 75056. I live in the Wyndale Meadows neighborhood and I am opposed against the gas station that is being built near the neighborhood.

Best Regards,  
Amin Lakhani  
972-658-1941

Sent from my iPhone



Mary Paron <mparon@cityoflewisville.com>

---

## Wyndale Meadows

1 message

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**Bernie Jezercak** <berniejez@yahoo.com>  
To: mparon@cityoflewisville.com

Tue, Aug 2, 2016 at 5:31 PM

I am writing you because I understand the developers would again like to bring their plans for a 7-11 at the corner of 544 and Old Denton tonight. The community is strongly against this plan and as resident of Lewisville I hope that you will continue to support the citizens of your city. Specifically we ask that you deny this petition for all the reasons that caused the developers to pull the plans from the first meeting.

Best Regards,  
Bernie Jezercak



Mary Paron <mparon@cityoflewisville.com>

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## SUP Opposition. Corner of FM 544 and 2281

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Navid Pahlavan <navid.pahlavan@gmail.com>  
To: mparon@cityoflewisville.com

Tue, Aug 2, 2016 at 6:30 PM

Good afternoon,

My home address is 2285 Prairie Glen Street. Unfortunately, I am not able to attend the public hearing. It is also unfortunate that common sense safety concerns associated with "putting a gas station next to a children's playground" have to be presented by the public, but I understand the need for it.

Please know that we oppose this permit and do not believe it to meet the definition of the special use code for the following safety reasons:

1. Hundreds of gallons of volatile and explosive fuel is being installed a few feet away from the only community playground and swimming pool for children. Building a wall does not prevent death.
2. Statistics have proven that when provided an outlet for crime to exist, crime inherently exists. A community with no gas station/convenience store has less recorded crimes per year when compared to a community with a gas station/convenience store. Convenience stores are also one of the most places where armed robbery and child predator crimes (including kidnapping) take place.
3. A 24-hour gas station near a highway means added noise pollution (disturbing the peace), car pollution (carcinogens), and unnecessary stress on the neighboring community.

Please ethically and morally consider the risks out-weighing the benefits of this proposed permit. Furthermore, please note the definition and parameters set forth by the City of Lewisville for an SUP. It is my educated understanding that this request does not meet such a definition.

Thank you,  
Drs. Navid and Cara Pahlavan

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE LEWISVILLE CITY COUNCIL, AMENDING THE ZONING ORDINANCE BY GRANTING A SPECIAL USE PERMIT FOR A GASOLINE SERVICE STATION ON A 1.379-ACRE LOT LEGALLY DESCRIBED AS LOT 1R, BLOCK M, WYNDALE MEADOWS ADDITION PHASE I, LOCATED ON THE NORTHEAST CORNER OF FM 544 AND OLD DENTON ROAD (FM 2281) AND ZONED GENERAL BUSINESS DISTRICT (GB); PROVIDING FOR A REPEALER, SEVERABILITY, AND A PENALTY; AND DECLARING AN EMERGENCY.**

**WHEREAS**, applications were made requesting approval of a Special Use Permit for a gasoline service station by making applications for same with the Planning and Zoning Commission of the City of Lewisville, Texas, as required by state statutes and the Zoning Ordinances of the City of Lewisville, Texas; and said Planning and Zoning Commission has recommended that the Special Use Permit on the 1.379-acre lot, as described in the attached Exhibit “A” (the “Property”), be **approved**; and

**WHEREAS**, this application for a Special Use Permit comes before the City Council of the City of Lewisville, Texas (the “City Council”) after all legal notices, requirements, conditions and prerequisites have been met; and

**WHEREAS**, the City Council at a public hearing has determined that the proposed use, subject to the condition(s) stated herein: (1) complements or is compatible with the surrounding uses and community facilities; (2) contributes to, enhances, or promotes the welfare of the area of request and adjacent properties; (3) is not detrimental to the public health, safety, or general welfare; and (4) conforms in all other respects to all zoning regulations and standards.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, THAT:**

**SECTION 1. FINDINGS INCORPORATED.** The findings set forth above are incorporated into the body of this ordinance as if fully set forth herein.

**SECTION 2. SPECIAL USE PERMIT GRANTED.** Subject to the conditions provided for herein, applicant is granted a Special Use Permit to allow a gasoline service station on the Property, which is zoned General Business District (GB).

**SECTION 3. CONDITIONS OF SPECIAL USE PERMIT.** The Property shall be developed and maintained:

1. in compliance with the narrative, development plan, landscape plan, exterior elevations and gas canopy/screen wall/signage plan attached hereto as Exhibit "B";
2. in accordance with all federal, state, and local laws and regulations; and
3. with an increase in the height of the required screening wall from six feet (6') to eight feet (8').

**SECTION 4. CORRECTING OFFICIAL ZONING MAP.** The City Manager, or her designee, is hereby directed to correct the official zoning map of the City of Lewisville, Texas, to reflect this Special Use Permit.

**SECTION 5. COMPLIANCE WITH ALL OTHER MUNICIPAL REGULATIONS.** The Property shall comply with all applicable municipal ordinances, as amended. In no way shall this Special Use Permit be interpreted to be a variance to any municipal ordinance.

**SECTION 6. RESCINDING AND TERMINATION.** The City Council may rescind and terminate the Special Use Permit after a public hearing if any of the following occur:

1. One or more of the conditions imposed by the Special Use Permit have not been met or have been violated.
2. The Special Use Permit was obtained through fraud or deception.
3. Ad valorem taxes on the property are delinquent by six months or more.
4. Disconnection or discontinuance of water and/or electrical services to the property.
5. Abandonment of the structure, lease space, lot, or tract of land for 180 days or more.

**SECTION 7. REPEALER.** Every ordinance or parts of ordinances found to be in conflict herewith are here by repealed.

**SECTION 8. SEVERABILITY.** If any section, sentence, clause, or phrase of this ordinance shall for any reason be held to be invalid, such decision shall not affect the validity of the remaining sections, sentences, clauses, or phrases of this ordinance, but they shall remain in effect.

**SECTION 9. PENALTY.** Any person, firm or corporation who violates any provisions of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof in the Municipal Court, shall be subject to a fine of not more than \$2,000.00 for each offense, and each and every day such offense is continued shall constitute a new and separate offense.

**SECTION 10. EFFECTIVE DATE.** This Ordinance shall take effect and be in full force and effect from and after the date of its passage and publication as required by law.

**SECTION 11. EMERGENCY.** It being for the public welfare that this Ordinance be passed creates an emergency and public necessity and the rule requiring this Ordinance be read on three separate occasions be, and the same is hereby, waived and this Ordinance shall be in full force and effect from and after its passage and approval and publication, as the law in such cases provides.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, BY A VOTE OF \_\_\_\_ TO \_\_\_\_, ON THIS THE 15TH DAY OF AUGUST, 2016.**

**APPROVED:**

\_\_\_\_\_  
Rudy Durham, MAYOR

**ATTEST:**

\_\_\_\_\_  
Julie Heinze, CITY SECRETARY

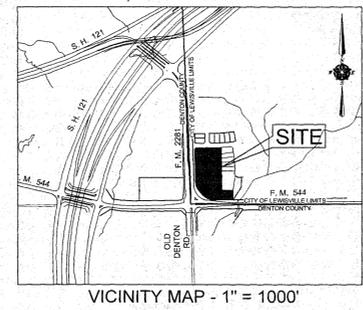
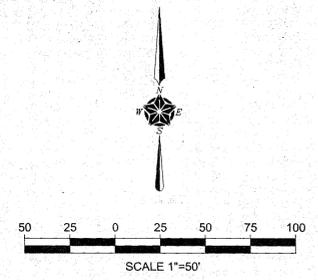
**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lizbeth Plaster, CITY ATTORNEY

Exhibit A  
Property Description

Exhibit B  
SUP Narrative  
Development Plan  
Landscape Plan  
Exterior Elevations  
Gas Canopy/Screen Wall/Signage Plan

# EXHIBIT A



**GENERAL NOTES:**

- Bearings are based upon the Texas State Plane Coordinate System, North Central Zone, North American Datum of 1983, (2011)
- The purpose of this plat is to plat lot 1, block m into two lots.
- According to the F.I.R.M. Panel No. 48121C0570G the subject property lies in Zone A (Shaded) and Zone X (SFHA) and does partially lie within a flood prone hazard area, as shown hereon.
- Coordinates shown are State Plane Coordinate System North Central Zone, North American Datum of 1983 on grid coordinate values, no scale and no projection.
- There are no structures on the subject tract.
- Benchmark is Aluminum Monument GPS#35 located in Lewisville, Denton County, Texas.  
 Northing - 7,075,607.271  
 Easting - 2,453,172.051  
 Elevation - 551.276'

**OWNER'S CERTIFICATE**  
 STATE OF TEXAS  
 COUNTY OF DENTON

WHEREAS, Parker Denton Crossing, LP, is the sole owner of a tract of land situated in the B.B.B. & C.R.R. Survey Abstract No. 180, being a part of Lot 1, Block M of Wyndale Meadows Addition Phase 1, an addition to the City of Lewisville, Denton County, Texas, according to the Plat there of recorded under Clerk's File No. 2014-40, Plat Records, Denton County, Texas, and being all of that certain tract of land conveyed to Carroll Village LTD., by Special Warranty Deed Recorded in Clerk's File Number D204222869 of the Deed Records of Tarrant County, Texas, and being a tract of land conveyed to Parker Denton Crossing LP, by Special Warranty Deed recorded in Document No. 2014-121542, Official Public Records, Denton County, Texas and being more particularly described by metes and bounds as follows:

**BEGINNING** at a 1/2 inch iron rod for the most northerly northeast corner of Lot 1, Block M of said Wyndale Meadows Addition, also being the northwest corner of Lot 1, Block G of said Wyndale Meadows Addition, and lying on the South right-of-way line of Prairie Glen Street (50 foot right-of-way),

**THENCE** South 00 degrees 39 minutes 55 seconds East, along the West line of said Block G of Wyndale Meadows Addition, a distance of 483.57 feet to a 5/8 inch iron rod stamped "KHA" found for the southwest corner of Lot 15X in said Block G;

**THENCE** North 89 degrees 20 minutes 05 seconds East, along the South line of said Lot 15X, distance of 123.23 feet to a 5/8 inch iron rod stamped "KHA" for the most southerly northeast corner of said Lot 1, Block M and being an interior corner of a Drainage and Utility right-of-way;

**THENCE** South 00 degrees 39 minutes 55 seconds East, along said Drainage and Utility Right-of-Way, a distance of 103.36 feet to a 1/2 inch iron rod stamped "TXHS" set on the current North right-of-way line of F.M. 544, also being the southeast corner of the remainder of said Lot 1, Block M of said Wyndale Meadows Addition;

**THENCE** along the current North right-of-way line of F.M. 544 (variable width right-of-way) the following bearings and distances:

North 87 degrees 11 minutes 24 seconds West, a distance of 42.20 feet to a 1/2 inch iron rod stamped "TXHS" set for corner;

North 81 degrees 00 minutes 31 seconds West, a distance of 71.39 feet to a 1/2 inch iron rod stamped "TXHS" set for corner;

North 84 degrees 22 minutes 46 seconds West, a distance of 100.50 feet to a 1/2 inch iron rod stamped "TXHS" set for corner;

North 89 degrees 30 minutes 39 seconds West, a distance of 100.99 feet to a 1/2 inch iron rod stamped "TXHS" set lying on a non-tangent curve to the right having a delta angle of 34 degrees 30 minutes 50 seconds, a radius of 279.64 feet, a chord bearing and distance of North 37 degrees 02 minutes 11 seconds West;

**THENCE** northwesterly, along the northeast right-of-way line of said F.M. 544, and along said curve to the right, an arc length of 168.45 feet to a 1/2 inch iron rod stamped "TXHS" set for corner and lying on the East right-of-way line of F.M. 2281 (Old Denton Road);

**THENCE** North 01 degrees 56 minutes 06 seconds West, along the East right-of-way of said F.M. 2281, a distance of 408.82 feet to a 1/2 inch iron rod found for the most southerly northwest corner of said Lot 1, Block M;

**THENCE** North 44 degrees 11 minutes 27 seconds East, along the northwest line of said Lot 1, Block M, a distance of 21.31 feet to a 1/2 inch iron rod stamped "5034" found on the South right-of-way of said Prairie Glen Street;

**THENCE** North 89 degrees 19 minutes 26 seconds East, along the South right-of-way line of said Prairie Glen Street, a distance of 206.39 feet to a 1/2 inch iron rod found for corner, at the beginning of a tangent curve to the left having a delta angle of 02 degrees 51 minutes 47 seconds, a radius of 1525.00 feet and a chord that bears North 87 degrees 54 minutes 22 seconds East, a chord distance of 76.20 feet;

**THENCE** continuing along the South right-of-way line of said Prairie Glen Street along said curve to the left, an arc length of 76.21 feet to the **POINT OF BEGINNING** containing 170,233 square feet or 3.908 acres of land.

**OWNER'S DEDICATION**

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

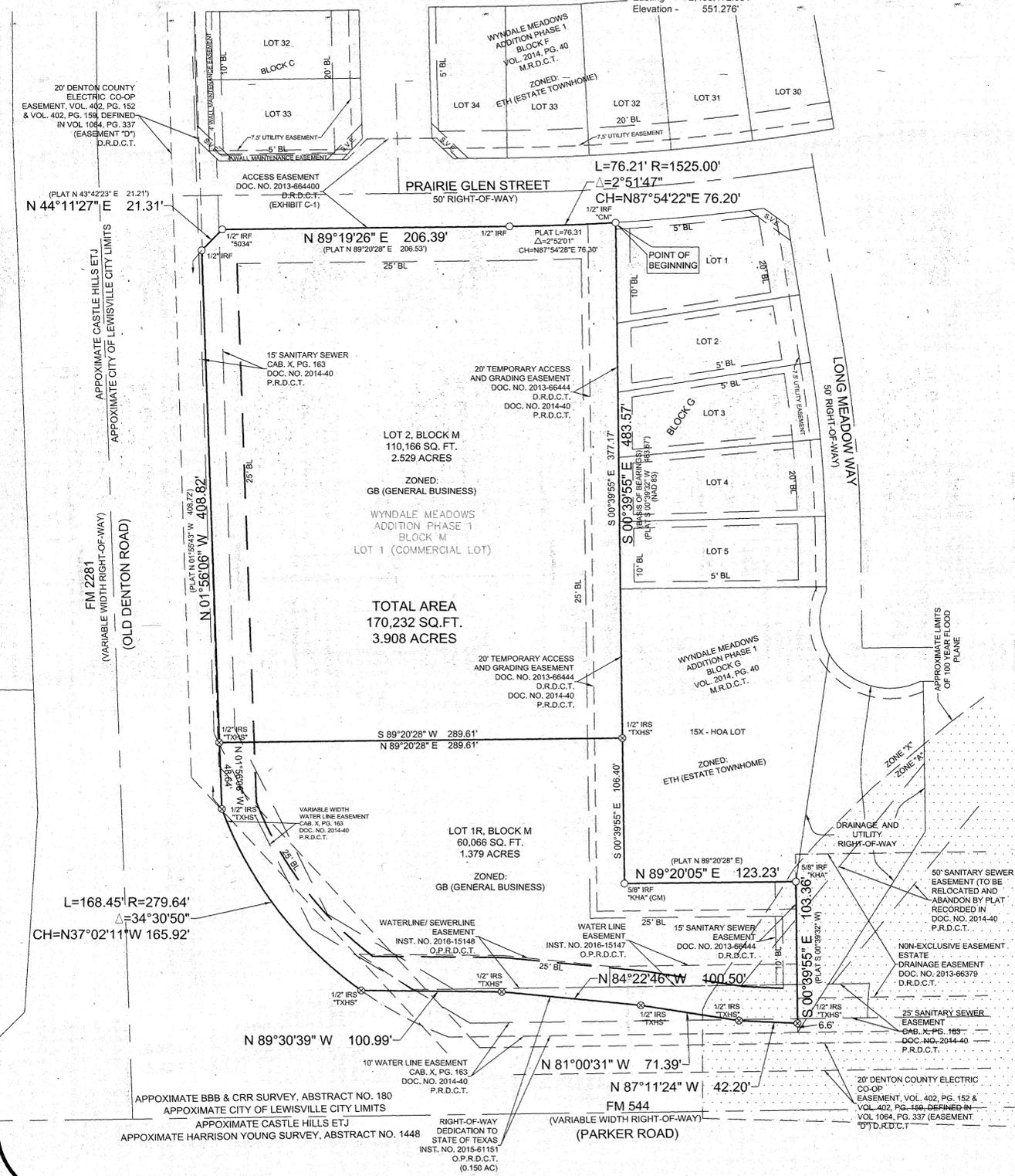
THAT, Parker Denton Crossing LP, Bonafide, Inc., acting by and through its duly authorized agent, Mostafa Setayesh, President does hereby adopt this plat, designating the herein described property as WYNDALE MEADOWS ADDITION, PHASE 1, an addition to the City of Lewisville, Denton County, Texas, and does hereby dedicate to the public use forever the streets and alleys shown hereon; and does hereby dedicate the easements strips shown on the plat for mutual use, accommodation of the City of Lewisville and all public utilities desiring to use, or using same. No buildings, fences, trees, shrubs, signs, or other improvements shall be constructed or placed upon, over, or across the easements strips on said plat. The City of Lewisville and any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, signs, or other improvements or growths which in any way endanger or interfere with the construction, maintenance or efficiency of any of these easements strips, and the City of Lewisville and any public utility shall at all times have the right to ingress and egress to and from and upon any of said easements strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of anyone, a blanket easement of a five (5) foot radius from the center point of all fire hydrants and a five (5) foot radius from of all other appurtenances (fire hydrants valves, water meters, meter boxes, street lights) is hereby granted to the City of Lewisville for the purpose of construction, reconstructing, inspecting and maintaining the above named appurtenances.

We do further dedicate, subjects to the exceptions and reservation set forth hereinforth, to the public for ever, all public use spaces shown the face of the plat.

All Lots in the subdivision shall be sold and developed subject to the building lines shown on the plat.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Lewisville, Texas.

WITNESS MY HAND THIS 29<sup>TH</sup> DAY OF JUNE, 2016.



**LEGEND**

D.R.D.C.T.	DEED RECORDS, DENTON COUNTY, TEXAS
M.R.D.C.T.	MAP RECORDS, DENTON COUNTY, TEXAS
DOC. NO.	DOCUMENT NUMBER
VOL., PG.	VOLUME, PAGE
SQ. FT.	SQUARE FEET
IRF	IRON ROD FOUND
IRS	IRON ROD SET
CM	CONTROL MONUMENT

**OWNER**  
 PARKER DENTON CROSSING, LP  
 10755 SANDHILL ROAD  
 DALLAS, TEXAS 75238-1215  
 (214) 343-9400

**NOTARY SIGNATURE**  
 Kathy Bowen  
 Notary Signature

**STATE OF TEXAS**  
 COUNTY OF DALLAS

**SURVEYOR'S STATEMENT**

I, Gary E. Johnson, a Registered Professional Land Surveyor, licensed by the State of Texas, affirm that this plat was prepared under my direct supervision, from recorded documentation, evidence collected on the ground during field operations and other reliable documentation, and that this plat substantially complies with the Rules and Regulations of the Texas Board of Professional Land Surveying, and Texas Local Government Code, Chapter 212. I further affirm that monumentation shown hereon was either found or placed under my personal supervision in accordance with the platting rules and regulation of the City Plan Commission of the city of Lewisville, Texas.

Dated this the 28<sup>th</sup> day of June, 2016.

**Notary Signature**  
 Gary E. Johnson  
 Texas Registered Professional Land Surveyor No. 8299

**STATE OF TEXAS**  
 COUNTY OF DALLAS

**BEFORE ME**, the undersigned authority, a Notary Public in and for the said County and State, on this day personally appeared Gary E. Johnson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and in the capacity therein stated and as the act and deed therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28<sup>th</sup> day of June, 2016.

**Notary Signature**  
 Davey Earl Davis  
 My Commission Expires December 23, 2017

All Variance (if any) from the General Development Ordinance Approved By City Council.

James Davis  
 James Davis, Chairman, Planning & Zoning Commission  
 Date 7/5/16

City of Lewisville, Texas

**STATE OF TEXAS**  
 COUNTY OF DALLAS

The undersigned, the City Secretary of the City of Lewisville, Texas, hereby certifies that the foregoing final plat of the WYNDALE MEADOWS ADDITION, PHASE 1 to the City of Lewisville was submitted to the appropriate Planning and Zoning Commission or City of Council as required by the ordinances of the City of Lewisville on the 5<sup>th</sup> day of July, 2016 and such body by formal action, then and there accepted the dedication of streets, alleys, parks, easements, public places and water and sewer lines, as shown and set forth in a upon said plat, and said body further authorized the acceptance thereof by signing as hereinabove subscribed in the capacity stated.

Witness my hand this 6<sup>th</sup> day of July, 2016.

**Notary Signature**  
 Julie Heinze  
 Julie Heinze, City Secretary  
 City of Lewisville, Texas



**SURVEYOR**  
**TEXAS HERITAGE**  
 SURVEYING, LLC

10610 Metric Drive, Suite 124, Dallas, TX 75243  
 Office 214-340-9700 Fax 214-340-9710  
 txheritage.com  
 Firm #10169300

**FINAL PLAT**  
**WYNDALE MEADOWS ADDITION**  
**PHASE 1**

LOTS 1R AND 2 BLOCK M  
 3.908 ACRES  
 GB-GENERAL BUSINESS  
 BEING A REPLAT OF LOT 1, BLOCK M  
 WYNDALE MEADOWS ADDITION PHASE 1,  
 B.B.B. & C.R.R. SURVEY, ABSTRACT NO. 180  
 CITY OF LEWISVILLE, DENTON COUNTY, TEXAS

FILED: 7/07/2016  
 DOCUMENT NO. 2016-2026, P.R.D.C.T.

Filed for Record  
 in the Official Records Of:  
 Denton County  
 On: 7/7/2016 10:24:36 AM  
 In the PLAT Records  
 WYNDALE MEADOWS ADDITION  
 Doc Number: 2016-2026  
 Number of Pages: 1  
 Amount: \$0.00  
 Order#: 201607000170  
 By: TD



June 20, 2016

Richard Luedke, AICP  
Planning Manager  
City of Lewisville  
151 W. Church Street  
Lewisville, Texas 75057

# EXHIBIT B

# NARRATIVE

Dear Mr. Luedke:

On behalf of my client, Parker Denton Crossing, LP, I hereby submit our application for a Specific Use Permit (SUP) on property located at the NEC or Old Denton Road (FM 2281) and Parker Road (FM 544) for the purpose of six (6) fuel dispensers allowing for 12 pumps associated with the allowed use of retail sales.

Based on information the City of Lewisville has provided to us, this property was zoned General Business prior to the development of the residential uses. In 2013, this entire area was replatted into single family residential lots and two (2) commercial lots. We are proposing a retail establishment with six (6) associated multiple fueling pumps. This 1.38 acre site is part of a four (4) acre tract that is currently going through the replatting process.

In accordance with the provisions set forth in the City of Lewisville's Zoning Ordinance as it relates to the SUP recommendation, the Commission must find the following information:

1. *Compliment or be compatible with surrounding uses and community facilities;*

All office, indoor recreational, hotel, motel and retail type land uses are allowed in this district BY RIGHT without the benefit of site plan review or notification of the surrounding land owners. The use of six (6) fueling pumps is what is being considered at this time. At the request of the City staff, we have gone above and beyond the minimum standards of the Zoning Ordinance by using the same or compatible brick as well as standing seam metal roof that has been used by the amenity center adjacent to this site. We are proposing a hip style roof line instead of the standard flat roof; we are proposing a six (6) foot high masonry wall, the masonry being the same or compatible with the adjacent amenity center and are providing for a 25-60 wide landscaped buffer area between our site and the adjacent amenity center. The fueling area is located as far as can be from the adjacent amenity center and associated swimming pool with the retail building and landscape buffer yard between the amenity center and the fueling pumps. What we are proposing at this location is \$300,000 above what is normally spent on the construction of one of these facilities. All of this is in an effort to mitigate any negative impact our site may have on an amenity

center. Our site is not only complimentary with the surrounding area it is compatible with the surrounding area as well.

2. *Contribute to enhance, or promote the welfare of the area and the adjacent properties;*

In accordance with Section 17-22 "GB" General Business District Regulations, subsections (C.) (1.) c. states:

*"Rear yard. No rear yard is required, except that a rear yard of not less than 25 feet in depth shall be provided upon that portion of a lot abutting or across a rear street from a residential district, except that such yard requirement shall not apply where the property in the residential district also backs up to the rear street. The required rear yard shall be waived when a screening device is installed in accordance with the city's general development ordinance. **The building itself can serve as a portion of the screening device when that portion of the building exterior is constructed of the same materials as the screening device.**"*

We are proposing a landscaped buffer yard 25 feet in width up to 60 feet in width between the amenity center lot and our lot. We are not adjacent to any single family residential lot. We are proposing an architectural style that is compatible with and complimentary of the adjacent properties. Based on the provisions stated above that are currently allowed for permitted uses, what could go on this property includes but is not limited to a liquor store or video arcade or even a motel where the structure itself could act as part of the screening wall. Additionally, a fast food restaurant could go here with the drive through stacking lanes adjacent to the screening wall with the emissions, fumes, loud music on the radio, vehicles idling adjacent to the screening wall that doesn't require a landscaped buffer yard. We believe that what we are proposing is actually promoting the welfare of the adjacent property as they will know exactly what will be going here. Any changes would require another public hearing and notification.

3. *Not be detrimental to the public health, safety, or general welfare;*

What is being proposed is not a new concept to residential communities. As a matter of fact, this use was created to provide a service to neighborhoods. If you look all over the United States, especially in larger metropolitan areas, it is standard planning practice to encourage this type of land use on nodes of primary arterials, adjacent to residential communities. The local, state and federal governments regulate this type of land use and are keenly aware that convenience stores, as well as the larger box retailers like Walmart, also provide this type of accessory use. All of which are located on the periphery of single family residential communities. Thus, the regulation and safety laws are already in place so as to not be detrimental to the public health, safety or general welfare of the community. What we are proposing is no different than what you see on a national level with respect to compatible land uses with specific regulations in place on all three levels of government.

4. *Conform in all other respects to all zoning regulations.*

We not only conform in all other respects to all zoning regulations, we are not asking for any waivers or variations to the zoning ordinance. We have exceeded the minimum requirements of the zoning ordinance by creating a 25-60 wide landscaped buffer yard where none is required; we are exceeding the required masonry construction by providing 100% versus 80%. We are

constructing a building and canopy that has a hip style roof instead of our typical flat roof; we have taken great measures to be compatible with the adjacent HOA amenity center property in an effort to create what appears to be a "Master Planned Community".

In summary, we have met with the City's planning professionals and designed a facility that does have the staff support and met with the neighborhood and will continue to seek communication with them but at the end of the day, we believe that what we are proposing would give them the security of knowing exactly what will be going here versus the unknown with no landscape buffer yard.

Should you have any questions or need additional information, please feel free to call me.

With warm regards-



Karen K. Mitchell



F. M. 2281 (OLD DENTON ROAD)

LANDSCAPE REQUIREMENTS	
<b>LANDSCAPE BUFFER</b>	
<b>REQUIRED:</b>	ONE (1) APPROVED SHADE TREE PER 50 LINEAR FEET, OR ANY PORTION THEREOF, AND ONE APPROVED SHRUB PROVIDED PER EVERY TEN LINEAR FEET. F. M. 2281: 217.10 LINEAR FEET / 10 = 21.7 SHRUBS AND 4.3 TREES F. M. 544: 315 LINEAR FEET / 10 = 31.5 SHRUBS AND 6.3 TREES
<b>PROVIDED:</b>	F. M. 2281: FIFTY-FIVE (55) SHRUBS F. M. 544: EIGHTY-EIGHT (88) SHRUBS *SEE NOTE BELOW REGARDING TREE REQUIREMENTS*
<b>LANDSCAPE WITHIN PARKING LOTS</b>	
<b>REQUIRED:</b>	ONE (1) TREE PER 15 PARKING SPACES PROVIDED OR ANY FRACTION THEREOF. 18 SPACES / 15 = 1.2 TREES.
<b>PROVIDED:</b>	TWO (2) SHADE TREES

\*NOTE: REQUIRED TREES IN THE LANDSCAPE BUFFER NOT PLANTED DUE TO THE ENCROACHMENT INTO THE UTILITY EASEMENT PER DIRECTION OF CITY STAFF. ADDITIONAL TREES HAVE BEEN PROPOSED THROUGHOUT THE SITE.\*

PLANT LEGEND					
SYM	BOTANICAL NAME	COMMON NAME	QUAN	SIZE	REMARKS
<b>TREES</b>					
	Quercus virginiana	Live Oak	6	3" Cal.	12'-14' Ht.
	Ulmus parvifolia	Lacebark Elm	7	3" Cal.	12'-14' Ht.
<b>SHRUBS</b>					
	Juniperus sp.	Juniper	85	7-9 Gal.	36" min. ht, 18" min. spread, Plant 36" O.C.
	Berberis thunbergii	Japanese Barberry	58	7-9 Gal.	36" min. ht, 18" min. spread, Plant 36" O.C.
<b>GROUND COVER</b>					
	Cynodon spp.	Common Bermuda (On-Site)	18,335 S.F.		Solid Sod
	Liriope muscari 'Big Blue' 'Big Blue'	Big Blue Liriope	1,203 S.F.		4" Pots 12" O.C.
	Trench Edge at Planting Bed		341 L.F.		

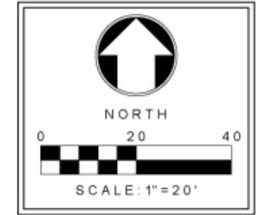


F. M. 544 (PARKER ROAD)

ZONED ETH (ESTATE TOWN HOUS)  
TRACT 2: NON-EXCLUSIVE EASEMENT  
DRAINAGE EASEMENT  
DOC#2013-66379  
(SCHED "B" ITEM Q & S)  
ACCESS ESMT PER DOC# 2013-664  
(SCHED "B" ITEM T)

LANDSCAPE ARCHITECT  
MECKS DESIGN GROUP, INC  
1755 N. COLLINS BLVD #300  
RICHARDSON, TEXAS 75080  
CONTACT: HERB MECKS  
TEL:(972) 690-7474

ENGINEER / APPLICANT  
THE DIMENSION GROUP  
FIRM REGISTRATION # F-8396  
10755 SANDHILL ROAD  
DALLAS, TEXAS 75238  
CONTACT: SHERELLE DIGGS  
TEL.(214) 343-9400



THESE PLANS ARE INSTRUMENTS OF PROFESSIONAL SERVICE AND ARE PROTECTED BY COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS INCLUDING COPYRIGHT. THEY MAY NOT BE REPRODUCED OR USED FOR ANY PURPOSE WITHOUT THE WRITTEN CONSENT OF THE DIMENSION GROUP

No.	DATE	REVISION / DESCRIPTION	BY	No.	DATE	REVISION / DESCRIPTION	BY
1	11-13-15	CITY SUBMITTAL	LO				
2	02-22-16	S.U.P. SUBMITTAL	NT				
3	03-14-16	S.U.P. RE-SUBMITTAL	NT				
4	03-30-16	S.U.P. RE-SUBMITTAL	NT				
5	07-20-16	APPROVED PLANT LIST - UPDATE	NT				



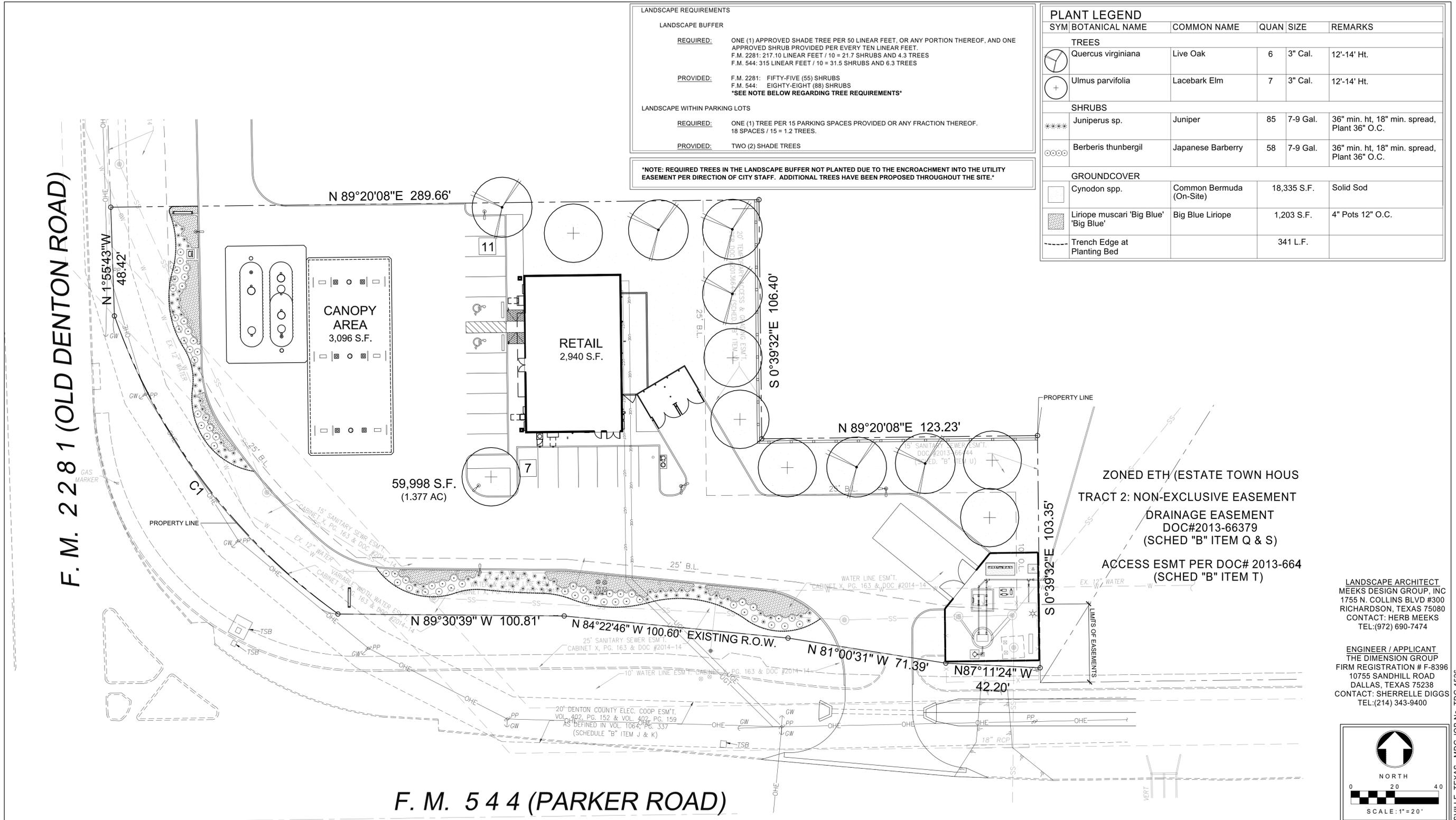
Meeks Design Group, Inc.  
1755 n. collins blvd. #300  
richardson, tx 75080  
p (972) 690-7474  
f (972) 690-7878

PROJECT INFO.  
7-11  
F.M. 2281  
LEWISVILLE, TEXAS

DRAWING INFO.  
**LANDSCAPE PLAN**



SHEET NUMBER  
**L1**



No.	DATE	REVISION / DESCRIPTION	BY	No.	DATE	REVISION / DESCRIPTION	BY
1	11-13-15	CITY SUBMITTAL	LO				
2	02-22-16	S.U.P. SUBMITTAL	NT				
3	03-14-16	S.U.P. RE-SUBMITTAL	NT				
4	03-30-16	S.U.P. RE-SUBMITTAL	NT				
5	07-20-16	APPROVED PLANT LIST - UPDATE	NT				

<p>Meeks Design Group, Inc. 1755 n. collins blvd. #300 richardson, tx 75080 p (972) 690-7474 f (972) 690-7878</p>	<p>PROJECT INFO.</p> <p>7-11 F.M. 2281 LEWISVILLE, TEXAS</p>	<p>DRAWING INFO.</p> <p>LANDSCAPE PLAN</p>		SHEET NUMBER
				L1



**WEST ELEVATION MATERIAL LEGEND:**  
 BRICK: 674 SF- 73%  
 STONE: 248 SF- 27%  
 TOTAL: 922 SF

MARK	ITEM	MANUFACTURER	COLOR/TYPE
AL-1	ALUM. STOREFR./WIND.	KAWNEER	DARK BRONZE, ANODIZED PLUS FINISH
ST-1	SYN. STONE WAINSCOT	CORONADO STONE	VENETIAN VILLA - SHASTA
ST-2	CAST STONE BANDING	CONTINENTAL CAST STONE	1102 NATURAL STONE
ST-3	CAST STONE SURROUND	CONTINENTAL CAST STONE	1102 NATURAL STONE
ST-4	CAST STONE COPING	CONTINENTAL CAST STONE	1102 NATURAL STONE (DOUBLE SLOPE CDS18FE, CDS18FS)
ST-5	CAST STONE COPING	CONTINENTAL CAST STONE	1102 NATURAL STONE
ST-6	SPLIT FACE CMU	FEATHERLITE	BROWNSTONE
MTL-1	PRE-FINISHED METAL	BERRIDGE OR SIM.	DARK BRONZE
MTL-2	HM DOOR/HM FRAME	TBD	PAINT DARK BRONZE TO MATCH MTL-1
MTL-3	PRE-FINISHED METAL	MBCI	LIGHT STONE
MTL-4	PRE-FINISHED METAL	MBCI	BROWNSTONE
BK-1	BRICK	ACME BRICK	OXFORD PLACE
BK-2	BRICK	ACME BRICK	CHURCHILL
RT-1	STANDING SEAM MTL	MBCI	DARK BRONZE

**NOTE:**  
 1) ALL SIGNAGE UNDER SEPARATE PERMIT, BY OTHERS.

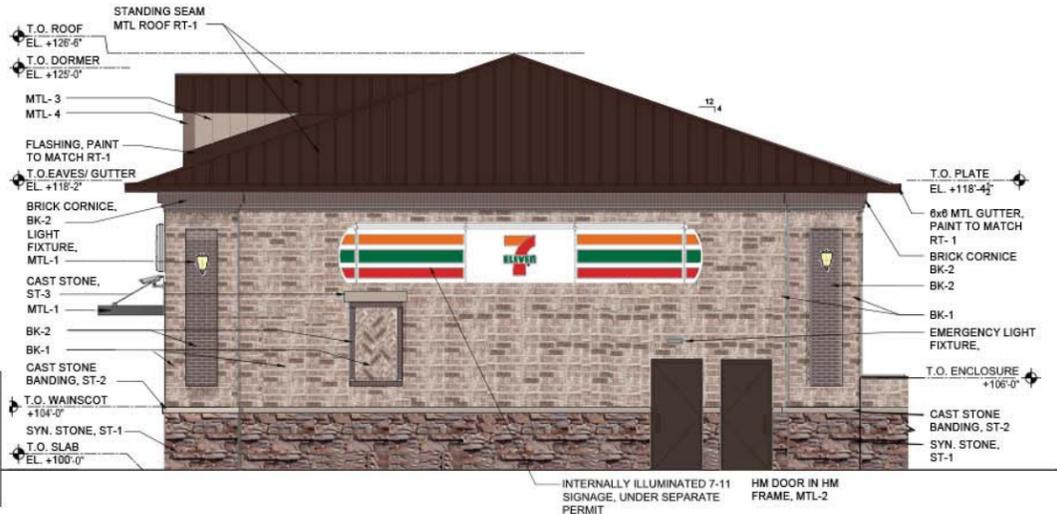
1 WEST ELEVATION  
 A4.0 SC: 3/16"=1'-0"



**NORTH ELEVATION MATERIAL LEGEND:**  
 BRICK: 625 SF- 78%  
 STONE: 177 SF- 22%  
 TOTAL: 802 SF

**SOUTH ELEVATION MATERIAL LEGEND:**  
 BRICK: 651 SF- 81%  
 STONE: 151 SF- 19%  
 TOTAL: 802 SF

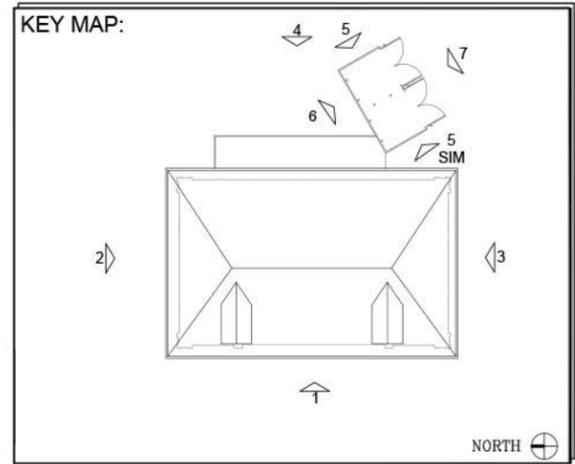
3 SOUTH ELEVATION  
 A4.0 SC: 3/16"=1'-0"



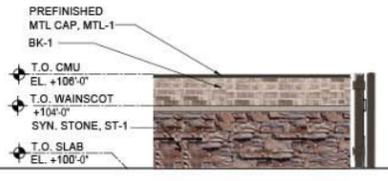
2 NORTH ELEVATION  
 A4.0 SC: 3/16"=1'-0"



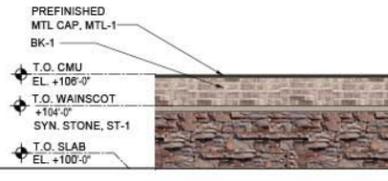
**EAST ELEVATION MATERIAL LEGEND:**  
 BRICK: 973 SF- 77%  
 STONE: 285 SF- 23%  
 TOTAL: 1258 SF



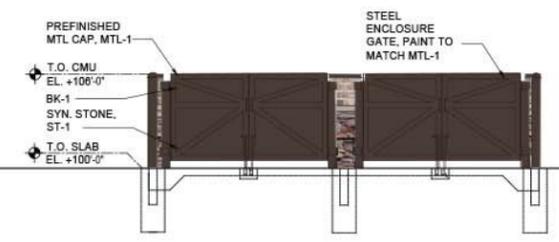
4 EAST ELEVATION  
 A4.0 SC: 3/16"=1'-0"



5 NORTH-EAST/ SOUTH-WEST ELEV  
 A4.0 SC: 3/16"=1'-0"



6 NORTH-WEST ELEVATION  
 A4.0 SC: 3/16"=1'-0"



7 SOUTH - EAST ELEVATION  
 A4.0 SC: 3/16"=1'-0"

Rev. #	Date	Description

7-ELEVEN, INC.  
 ONE ARTS PLAZA, 1722 ROUTH STREET, DALLAS, TEXAS 75221  
 7-11 STORE  
 PARKER AND OLD DENTON  
 LEWISVILLE, TX



**THE DIMENSION GROUP**  
 ARCHITECTURE  
 CIVIL ENGINEERING  
 MEP ENGINEERING  
 PLANNING  
 10755 SANDHILL ROAD  
 DALLAS, TEXAS 75238  
 O: 214-343-9400 | F: 214-341-9066  
 @dimensiongrp.com

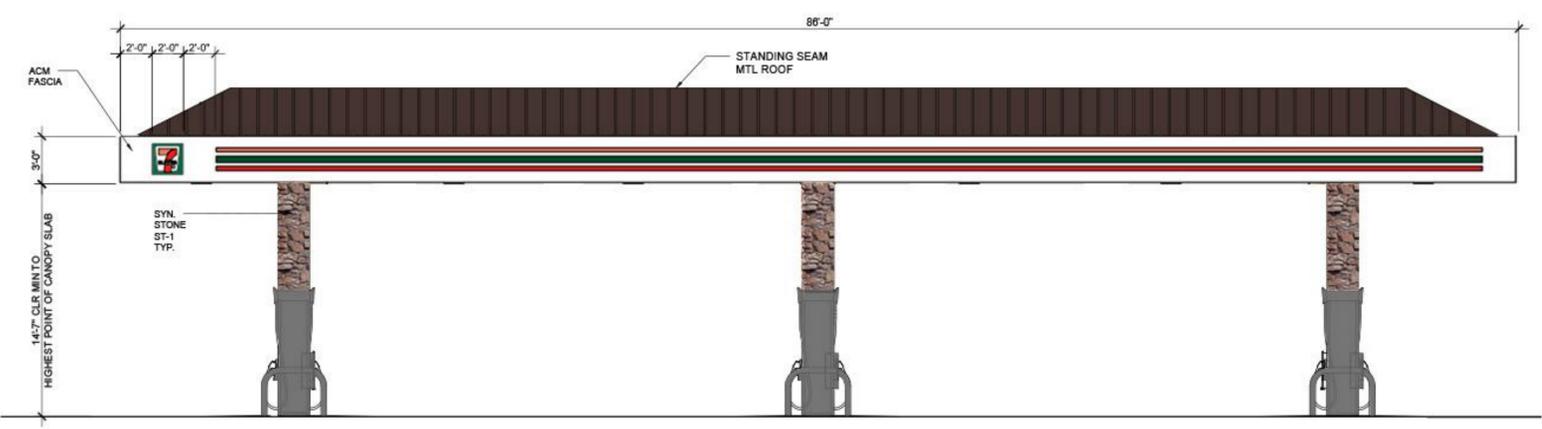
Job#: 14-519	Scale: AS NOTED	Date: 03/14/16	Drawn By: TS	Checked By: AM
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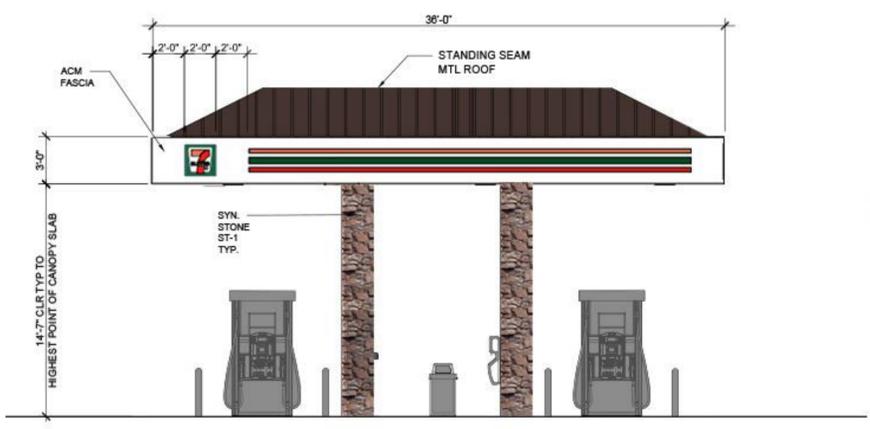
**EXTERIOR ELEVATIONS**

SHEET: A4.0

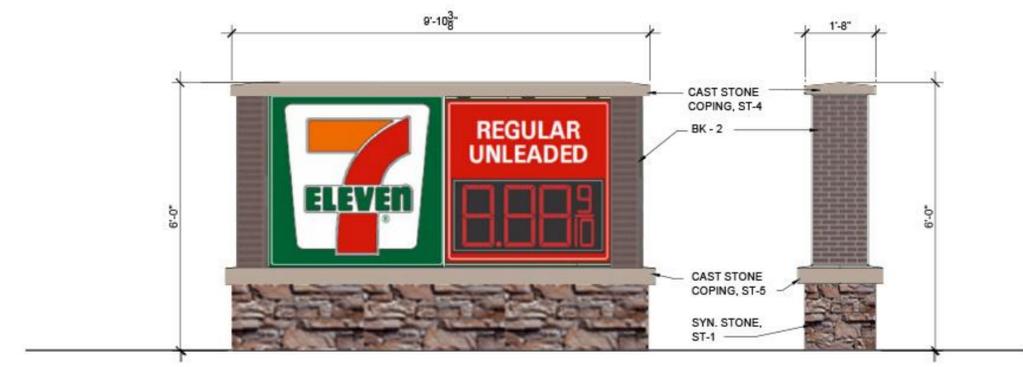
7043 SIP - MASONRY



1 GAS CANOPY FRONT ELEVATION  
A4.1 SC: 3/16"=1'-0"

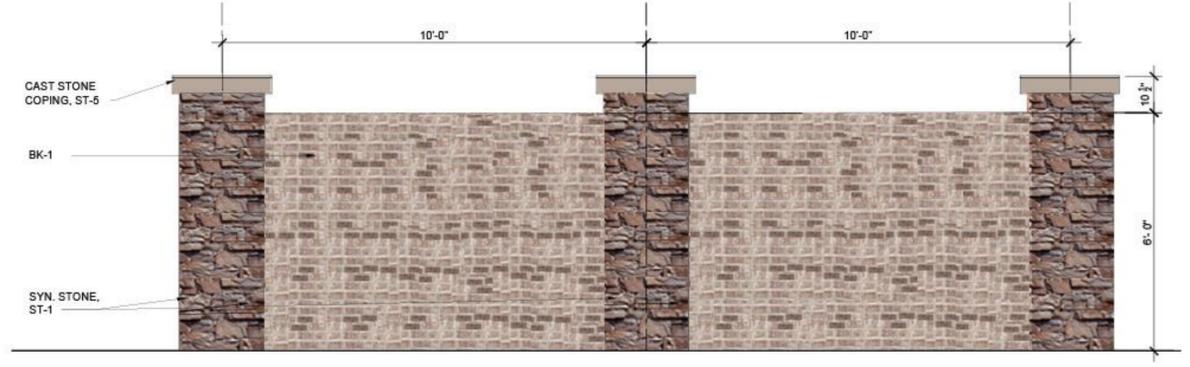


2 GAS CANOPY SIDE ELEVATION  
A4.1 SC: 3/16"=1'-0"

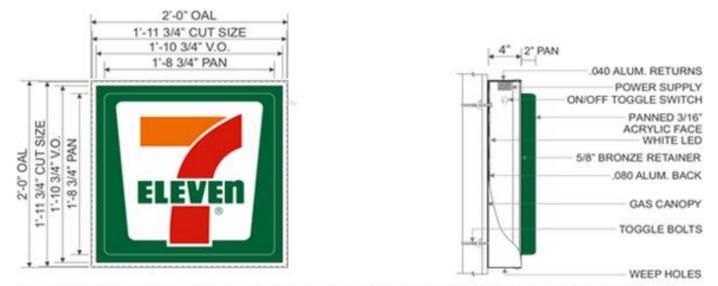


3 MONUMENT SIGN  
A4.1 SC: 1/2"=1'-0"

\*\*SIGN UNDER SEPARATE PERMIT, BY OTHERS\*\*



4 SCREEN WALL  
A4.1 SC: 1/2"=1'-0"



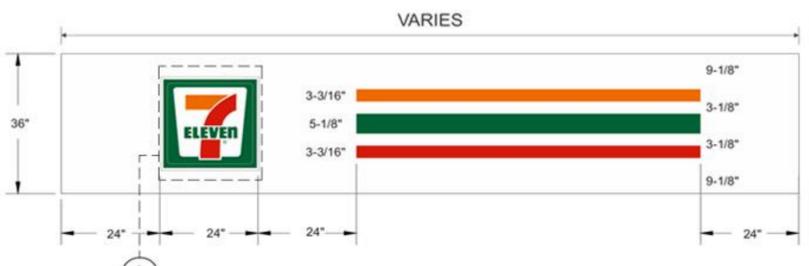
MANUFACTURE & SHIP THREE (3) W2X2CANOPY (00000000) S/F INTERNALLY ILLUMINATED SIGN CABINETS. 3/16" THICK PAN FORMED WHITE ACRYLIC FACE W/ TRANSLUCENT VINYL GRAPHICS APPLIED FIRST SURFACE. 4" DEEP ALUM. RETURNS W/ 5/8"(FACE) X 1"(RETURN) RETAINER TO BE PAINTED PMS WHITE LOW GLOSS. CABINET TO BE INTERNALLY ILLUMINATED W/ WHITE LEDS.

NOTE: SIGN TO BE INSTALLED 2'-0" FROM LEFT EDGE OF GAS CANOPY.  
NOTE: ACCOMPANYING TRI-STRIPE GRAPHICS (BY OTHERS) TO BEGIN 2'-0" FROM CABINET.

7-ELEVEN VINYL SPECS:  
3M 3630-44 ORANGE,  
3M 3630-33 RED,  
3M 3630-26 GREEN

7-ELEVEN LOGO DIMENSIONS:  
OAH: 18 11/16"  
OAL: 17 15/16"

5 FRONT ELEV AND SIDE MOUNTING DETAIL  
A4.1 SC: FOR REF ONLY



6 FRONT ELEV -TYP 36" CANOPY HEIGHT  
A4.1 SC: FOR REF ONLY



7 FRONT ELEV - MONUMENT SIGN  
A4.1 SC: FOR REF ONLY

EXTERIOR MATERIALS SCHEDULE			
MARK	ITEM	MANUFACTURER	COLOR/TYPE
AL-1	ALUM. STOREFR/WIND	KAWNEER	DARK BRONZE. ANODIZED PLUS FINISH
ST-1	SYN. STONE WAINSCOT	CORONADO STONE	VENETIAN VILLA - SHASTA
ST-2	CAST STONE BANDING	CONTINENTAL CAST STONE	1102 NATURAL STONE
ST-3	CAST STONE SURROUND	CONTINENTAL CAST STONE	1102 NATURAL STONE
ST-4	CAST STONE COPING	CONTINENTAL CAST STONE	1102 NATURAL STONE (DOUBLE SLOPE CDS18FE, CDS18FS)
ST-5	CAST STONE COPING	CONTINENTAL CAST STONE	1102 NATURAL STONE
ST-6	SPLIT FACE CMU	FEATHERLITE	BROWNSTONE
MTL-1	PRE-FINISHED METAL	BERRIDGE OR SIM.	DARK BRONZE
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MTL-3	PRE-FINISHED METAL	MBCI	LIGHT STONE
MTL-4	PRE-FINISHED METAL	MBCI	BROWNSTONE
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BK-2	BRICK	ACME BRICK	CHURCHILL
RT-1	STANDING SEAM MTL	MBCI	DARK BRONZE

Rev. #	Date	Description

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ONE ARTS PLAZA, 1722 ROUTH STREET, DALLAS, TEXAS 75221  
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10755 SANDHILL ROAD  
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Job#: 14-519  
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Drawn By: TS  
Checked By: AM

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GAS CANOPY/  
SCREEN WALL/  
SIGNAGE

SHEET: A4.1

## MEMORANDUM

**TO:** Donna Barron, City Manager

**FROM:** Nika Reinecke, Director of Economic Development and Planning

**DATE:** August 15, 2016

**SUBJECT:** **Public Hearing: Consideration of an Ordinance Granting a Zone Change Request From Light Industrial District (LI) and Old Town Mixed Use Two District (OTMU2) to Old Town Mixed Use Two District (OTMU2), on Approximately 5.5-Acres Consisting of Multiple Tracts Situated in the A.G. King Survey, Abstract No. 698, Located at the Southeast Corner of East Walters Street and Henrietta Street and the Southwest and Southeast Corners of East College Street and Leonard Street; as Requested by HW Ventures, LLC on Behalf of Lieven J. Van Riet, Trustee for the Property Owner (Case No. PZ-2016-08-19).**

### **BACKGROUND**

The approximate 5.5-acre property is vacant and is made up of multiple pieces of land located at the three locations: southeast corner of Walters Street and Henrietta Street and the southwest corner and southeast corner of College Street and Leonard Street. The entire property is currently zoned LI except for a 0.413 acre portion zoned OTMU2 at the northwest corner of East Walters street and Leonard Street.

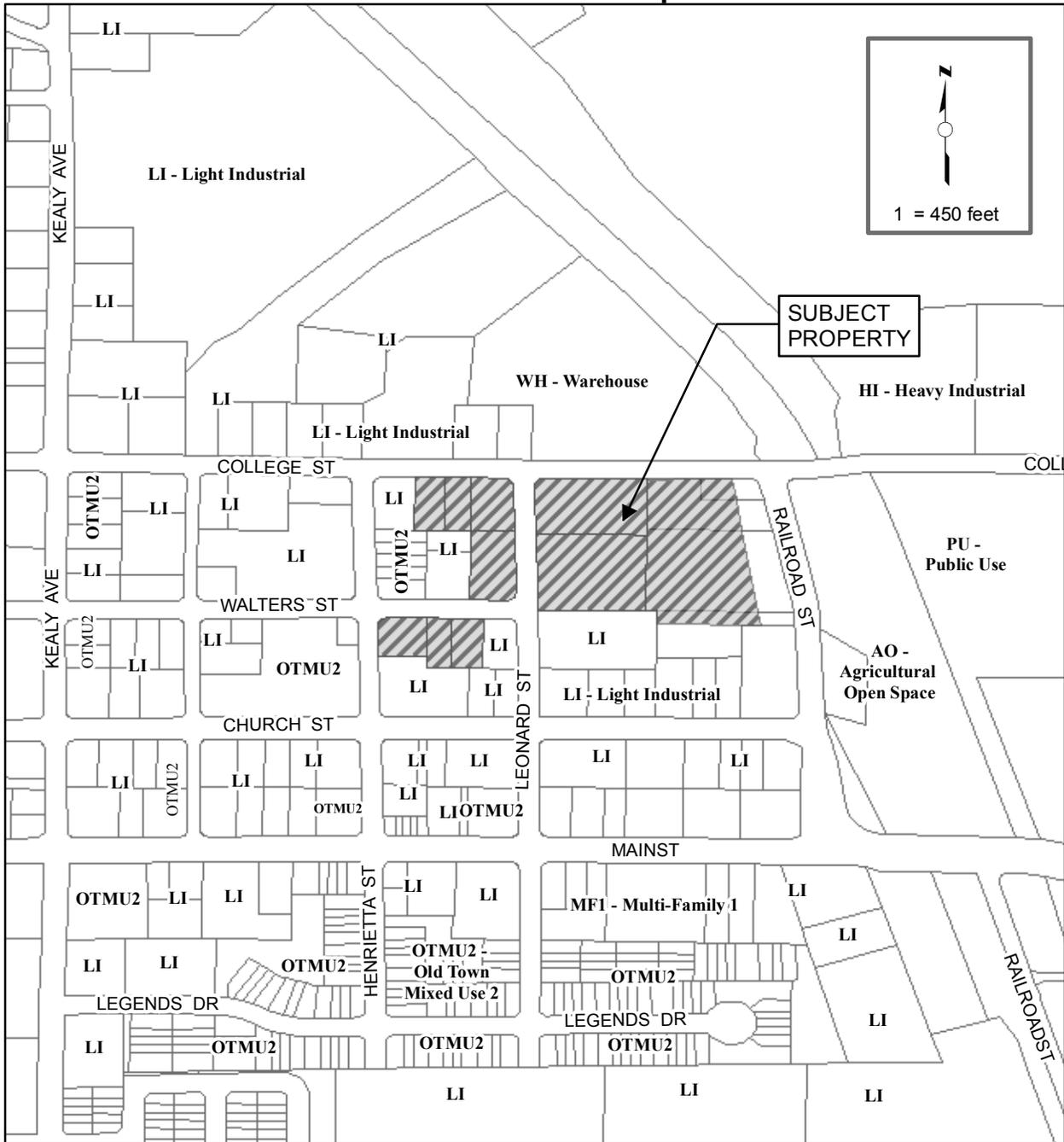
### **ANALYSIS**

The properties are within walking distance to DCTA's Old Town Station located at the southeast corner of College Street and Railroad Street, and lies within the boundaries of the Transit Oriented Development (TOD) Plan. The requested designation of Old Town Mixed Use Two (OTMU2) is consistent with the Old Town Master Plan. The requested zoning provides greater flexibility with setbacks and accommodates the vision of the TOD plan by allowing both residential and commercial businesses. The proposed rezoning will further enhance the historic Old Town character of the area. Development of these parcels will require the approval of the Old Town Design Review Committee for approval of the exterior design of future buildings. The Planning and Zoning Commission recommended unanimous approval (6-0) of the zone change request at their meeting of August 2, 2016.

### **RECOMMENDATION**

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

# Location Map



**ZONING CASE NO. PZ-2016-08-19**

**PROPERTY OWNER:** LIEVEN J. VAN RIET, TRUSTEE

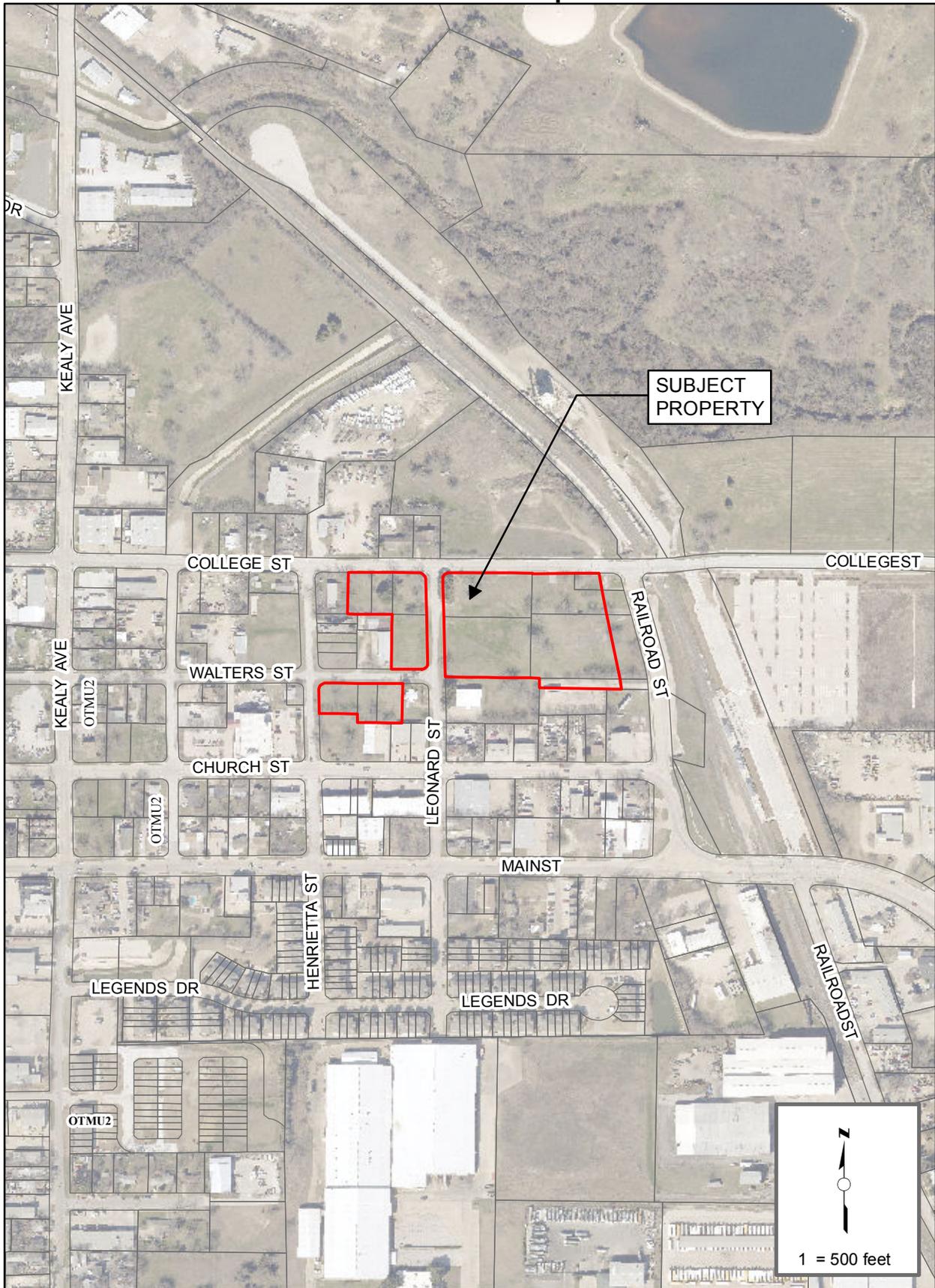
**APPLICANT:** HW VENTURES, LLC

**PROPERTY LOCATION:** SEC E. WALTERS ST & HENRIETTA ST; SWC & SEC OF E. COLLEGE ST & LEONARD ST (APPROXIMATELY 5.5-ACRES)

**CURRENT ZONING:** LIGHT INDUSTRIAL (LI) & OLD TOWN MIXED USE TWO (OTMU2)

**REQUESTED ZONING:** OLD TOWN MIXED USE TWO (OTMU2)

# Aerial Map



**MINUTES**  
**PLANNING AND ZONING COMMISSION**  
**AUGUST 2, 2016**

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**Item 1:**

The Lewisville Planning and Zoning Commission meeting was called to order at 6:30 pm. Members present: James Davis, John Lyng, Mary Ellen Miksa, Alvin Turner, William Meredith and Kristin Green. Member Steve Byars was absent.

Staff members present: Richard Luedke, Planning Manager & Mary Paron-Boswell, Sr. Planner.

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**Item 4:**

Public Hearings for Zoning and Special Use Permits were next on the agenda. There were two items for consideration:

- A. **Public Hearing:** Consideration of a Zone Change Request From Light Industrial (LI) and Old Town Mixed Use Two (OTMU2) to Old Town Mixed Use Two (OTMU2); on Approximately 5.5-Acres Consisting of Multiple Tracts; Situated in the A.G. King Survey, Abstract No. 698, Located at the Southeast Corner of East Walters Street and Henrietta Street and the Southwest Corner and Southeast Corners of East College Street and Leonard Street; as Requested by HW Ventures, LLC on Behalf of Lieven J. Van Riet, Trustee for the Property Owner. (Case No. PZ-2016-08-19)

Staff gave a brief presentation on the proposed zone change request and confirmed that the requested zoning complies with the Old Town Master Plan and the Old Town Transit Oriented Development (TOD) Plan. The public hearing was then opened and Mark Wood, representing the applicant, HW Venture LLC., gave an overview of the request and was available for questions. There being no one else present to speak, the public hearing was then closed. *A motion was made by Kristin green to recommend approval of the zone change request, seconded by John Lyng. The motion passed unanimously (6-0).*

## **SECTION 17-23. - "LI" LIGHT INDUSTRIAL DISTRICT REGULATIONS**

- (a) *Use.* Buildings and premises may be used for retail, wholesale, office and service uses and campus style light manufacturing and industrial uses provided there is no dust, fumes, gas, noxious odor, smoke, glare, or other atmospheric influence beyond the boundaries of the property on which such use is located, and which produces no noise exceeding in intensity at the boundary of the property the average intensity of noise of street traffic at that point, and no more than ten percent (10%) of the total lot is used for outside storage, and further provided that such use does not create fire or explosive hazards on adjacent property.
- (1) Any use permitted in districts "LC" and "GB" as regulated in said districts.
  - (2) Apparel and other products assembled from finished textiles.
  - (3) Bottling works.
  - (4) Warehouse distribution facilities.
  - (5) Airport/Heliport (SUP required).
  - (6) Auto repair shops including body shops (SUP required).
  - (7) Church worship facilities.
  - (8) Buildings and uses owned or operated by public governmental agencies.
  - (9) Cemetery, mausoleum, crematorium & accessory uses (SUP required).
  - (10) Cosmetic manufacturer.
  - (11) Drugs and pharmaceutical products manufacturing.
  - (12) Private Utility Plants or Sub-stations (including alternative energy) (SUP required).
  - (13) Electronic products manufacturing.
  - (14) Fur good manufacture, but not including tanning or dyeing (SUP required).
  - (15) Gas and oil drilling accessory uses (SUP required).
  - (16) Glass products, from previously manufactured glass.
  - (17) Heavy equipment – outdoor rental/sales/display/service (SUP required).
  - (18) Household appliance products assembly and manufacture from prefabricated parts.
  - (19) Industrial and manufacturing plants including the processing or assembling of parts for production of finished equipment.
  - (20) Musical instruments assembly and manufacture.
  - (21) Paint, shellac and varnish manufacture (SUP required).
  - (22) Plastic products manufacture, but not including the processing of raw materials.
  - (23) Racing facilities (SUP required).
  - (24) Recreational Vehicle (RV) Park. (Private) (SUP required).
  - (25) Self storage/mini warehouse facility (SUP required).
  - (26) Shooting Range (indoor or outdoor) (SUP required.).
  - (27) Sporting and athletic equipment manufacture.
  - (28) Testing and research laboratories.
  - (29) Auction yard (vehicle) (SUP required).
  - (30) Communication towers (SUP required).
  - (31) Temporary buildings for uses incidental to construction work on the premises, which buildings shall be removed upon the completion or abandonment of construction work.
  - (32) Accessory buildings and uses customarily incidental to any of the above uses, provided that such not be objectionable because of odor, smoke, noise, vibration or similar nuisance. Open storage shall be considered an accessory use but no more than ten percent (10%) of the platted lot may be used for outside storage, including access and maneuvering areas for moving the stored items.
  - (33) Cemetery, columbarium, mausoleum and accessory uses (SUP required).
  - (34) Other uses similar to the above listed uses are allowed by special use permit (SUP) only, except that the following uses are specifically prohibited:
    - a. Acetylene gas manufacture or storage.
    - b. Acid manufacture.
    - c. Alcohol manufacture.
    - d. Ammonia, bleaching powder or chlorine manufacture.
    - e. Arsenal.
    - f. Asphalt manufacture or refining.
    - g. Blast furnace.
    - h. Bag cleaning, unless clearly accessory to the manufacture of bags.

- i. Boiler works.
- j. Brick, tile, pottery or terra cotta manufacture other than the manufacture of handcraft or concrete products.
- k. Reserved.
- l. Celluloid manufacture or treatment.
- m. Cement, lime, gypsum, or plaster of paris manufacture.
- n. Central mixing plant for cement.
- o. Coke ovens.
- p. Cotton gins.
- q. Cottonseed oil manufacture.
- r. Creosote manufacture or treatment.
- s. Disinfectants manufacture.
- t. Distillation of bones, coal or wood.
- u. Dyestuff manufacture.
- v. Exterminator and insect poison manufacture.
- w. Emery cloth and sandpaper manufacture.
- x. Explosives or fireworks manufacture or storage.
- y. Fat rendering.
- z. Fertilizer manufacture.
- aa. Fish smoking and curing.
- bb. Forge plant.
- cc. Garbage, offal or dead animals reduction or dumping.
- dd. Gas manufacture or storage, for heating or illuminating purposes.
- ee. Glue, size or gelatine manufacture.
- ff. Hatchery.
- gg. Iron, steel, brass or copper foundry or fabrication plant.
- hh. Junk, iron or rag storage or baling.
- ii. Match manufacture.
- jj. Lampblack manufacture.
- kk. Oilcloth or linoleum manufacture.
- ll. Oiled rubber goods manufacture.
- mm. Ore reduction.
- nn. Oil or turpentine manufacture.
- oo. Paper and pulp manufacture.
- pp. Petroleum or its products, refining or wholesale storage of.
- qq. Pickle manufacturing.
- rr. Planing mills.
- ss. Potash works.
- tt. Pyroxline manufacture.
- uu. Rock crusher.
- vv. Rolling mill.
- ww. Rubber or gutta-percha manufacture or treatment but not the making of articles out of rubber.
- xx. Sauerkraut manufacture.
- yy. Salt works.
- zz. Shoe polish manufacture.
- aaa. Smelting of tin, copper, zinc, or iron ores.
- bbb. Soap manufacture other than liquid soap.
- ccc. Soda and compound manufacture.
- ddd. Stock yard or slaughter of animals or fowls.
- eee. Stone mill or quarry.
- fff. Storage yard.
- ggg. Stove polish manufacture.
- hhh. Tallow grease or lard manufacture or refining from or of animal fat.
- iii. Tanning, curing or storage of raw hides or skins.
- jjj. Tar distillation or manufacture.
- kkk. Tar roofing or water-proofing manufacture.
- lll. Tobacco (chewing) manufacture or treatment.
- mmm. Vinegar manufacture.

- nnn. Wool pulling or scouring.
- ooo. Yeast plant.

(b) *Height.* No building shall exceed in height the width of the street right-of-way on which it faces plus the depth of the front yard. In no event, however, shall the portion of a building located within one hundred fifty (150) feet of any property zoned for residential purposes exceed the height allowed in that residential zoning district.

(c) *Area.*

(1) *Size of yards.*

- a. *Front yard.* There shall be a front yard having a minimum depth of twenty-five (25) feet. No parking, storage or similar use shall be allowed in required front yards in district "LI", except that automobile parking (including automobile dealer display parking) will be permitted in such yards if separated by at least twenty-five (25) feet from any residential district.
- b. *Side yard.* A side yard of not less than fifteen (15) feet in width shall be provided on the side of a lot adjoining a side street. A side yard of not less than ten (10) feet in width shall be provided on the side of a lot adjoining a residential district. The required side yard shall be waived when a screening device is installed in accordance with the city's general development ordinance. The building itself can serve as a portion of the screening device when that portion of the building exterior is constructed of the same materials as the screening device. No parking, storage or similar use shall be allowed in any required side yard or in any side street yard adjoining a residential district.
- c. *Rear yard.* No rear yard is required except that a rear yard of not less than fifty (50) feet in depth shall be provided upon that portion of a lot abutting or across a rear street from a residential district, except that such yard requirement shall not apply where the property in the residential district also backs up to the rear street. No parking, storage or similar use shall be allowed in required rear yards in district "LI" within twenty-five (25) feet of the rear property line.

(2) *Reserved.*

(d) *Outside storage regulations.* In all zoning districts where outside storage yards are allowed, such storage yards shall be screened from view in accordance with the standards outlined in the city's general development ordinance. This provision applies to all outside storage which began after the original date of passage of this provision (April 4, 1994). Any variance request involving the requirements or standards relating to such required screening devices shall be considered by the city council in accordance with the city's general development ordinance. Areas which are used for infrequent and temporary storage for a period of thirty (30) days or less per year shall not be deemed as "storage yards".

## **SECTION 17-22.7. - "OTMU2" OLD TOWN MIXED USE 2 DISTRICT REGULATIONS**

- (a) *Use.* A building or premise shall be used only for the following purposes:
- (1) Single-family dwellings.
  - (2) Single-family attached dwellings, provided that no more than nine (9) dwelling units are attached in one continuous row or group, and provided that no dwelling unit is constructed above another dwelling unit.
  - (3) Two-family dwellings (duplexes).
  - (4) Multi-family dwellings. Projects shall be a minimum of one (1) acre in land area. More than one lot may be utilized to meet the one-acre requirement as long as the lots are contiguous or directly across street rights-of-way. A minimum of twenty (20) units must be built in the first phase of construction.
  - (5) Retail establishments including but not limited to: bakeries; book, card, gift and stationary stores; building material sales; clothing; florists; grocery stores; and pet shops or others of a similar nature and subject to the following condition:
    - a. Temporary, portable outside display of merchandise is allowed on a daily basis but is limited to the area directly adjacent to the building occupied by the business and no more than five (5) feet from the building. A clear aisle shall be maintained for pedestrian access. Otherwise, no outside display or storage is permitted.
  - (6) Barber and beauty shops.
  - (7) Buildings and uses owned or operated by public governmental agencies.
  - (8) Business or commercial schools.
  - (9) Church worship facilities.
  - (10) Clinic, medical and dental, and related professional offices.
  - (11) Communication towers (SUP required). Towers, antennas and communication dishes located on a building may be extend a maximum of 15 feet above the building, but must be screened from view.
  - (12) Day nurseries.
  - (13) Dry cleaning and laundry services.
  - (14) Gasoline service stations, excluding major motor or transmission repair services (SUP required).
  - (15) Hotels, motels and inns.
  - (16) Mortuaries (SUP required).
  - (17) Professional offices.
  - (18) Restaurants.
  - (19) Veterinarian or animal clinic provided that no kennel or exercise runway shall be located outside the building.
  - (20) Video rental stores and movie theaters.
  - (21) Accessory buildings and uses customarily incidental to any of the above uses, provided that such not be objectionable because of odor, smoke, noise, vibration or similar nuisance. Dwelling units of 850 square foot minimum size shall be allowed as an accessory use to retail businesses.
  - (22) Non-accessory dwelling units of 650 square foot minimum size when located over a retail, restaurant or similar use on the first floor.
  - (23) Temporary buildings for uses incidental to construction work on the premises, which buildings shall be removed upon the completion or abandonment of construction work.
  - (24) Bed and breakfast (SUP required).
  - (25) Uses similar to the above mentioned permitted uses; provided activities conducted observe the requirements of all city ordinances.
  - (26) Private Utility Plants or Sub-stations (including alternative energy) (SUP required).
  - (27) Gas and oil drilling accessory uses (SUP required).
  - (28) Cemetery, columbarium, mausoleum and accessory uses (SUP required).
  - (29) Brewery, distillery, or winery.
  - (30) Bar (SUP required).
  - (31) Hotels, motels and inns with rooms containing a cooktop or oven (SUP required).
- (b) *Single-family detached and two-family requirements.*

- (1) *Maximum height.* No building shall exceed forty-five (45) feet or three and one-half (3-1/2) stories in height.
- (2) *Minimum dwelling size.* The minimum floor area of any single-family dwelling shall be one thousand seven hundred (1,700) square feet, exclusive of garages, breezeways and porches.
- (3) *Front yard.* No front setback is required.
- (4) *Side yard.* There shall be a side yard on each side of the lot having a width of not less than five (5) feet.
- (5) *Rear yard.* There shall be a rear yard having a depth of not less than twenty (20) feet. If a residential garage directly adjoins a rear alley, then the rear yard may be four (4) feet.

(c) *Single-family attached requirements.*

- (1) *Maximum height.* No building shall exceed seventy-five (75) feet in height.
- (2) *Minimum dwelling size.* The minimum floor area of any single-family attached dwelling shall be one thousand two hundred (1,200) square feet.
- (3) *Front yard.* No front setback is required.
- (4) *Side yard.* There shall be a side yard on each side of the lot having a width of not less than five (5) feet.
- (5) *Rear yard.* There shall be a rear yard having a depth of not less than six and one half (6.5) feet except if a residential garage directly adjoins a rear alley, then the rear yard may be four (4) feet.

(d) *Multi-family requirements.*

- (1) *Maximum height.* No building shall exceed seventy-five (75) feet in height excluding parapet walls. Parapet walls shall have a maximum height of eight (8) feet.
- (2) *Minimum dwelling size.* The minimum floor area of any multi-family dwelling shall be six hundred fifty (650) square feet, exclusive of garages, breezeways and porches.
- (3) *Front yard.* No front setback is required.
- (4) *Side yard.* There shall be a side yard on each side of the lot having a width of not less than five (5) feet.
- (5) *Rear yard.* There shall be a rear yard having a depth of not less than six and one half (6.5) feet except if a residential garage directly adjoins a rear alley, then the rear yard may be zero (0) feet.

(e) *Commercial and institutional building requirements.*

- (1) *Maximum height.* No building shall exceed seventy-five (75) feet in height excluding parapet walls. Parapet walls shall have a maximum height of eight (8) feet.
- (2) *Front yard.* No front setback is required.
- (3) *Side yard.* No side yard is required.
- (4) *Rear yard.* A rear yard of not less than ten (10) feet in depth shall be provided.

(f) *Other setbacks.*

- (1) The old town mixed use 2 district shall not be subject to the following provisions contained elsewhere in this ordinance:
  - a. "On a corner lot, the width of the yard along the side street shall not be less than any required front yard on the same side of such street between intersecting streets".
  - b. "...no accessory building shall be...closer than five feet to any rear or side lot line, and, in the case of corner lots, not less than the distance required for buildings from side streets".
  - c. "In any residential or MF district where 25 percent or more of the frontage upon the same side of a street between intersecting streets is occupied or partially occupied by a building or buildings having front yards of greater depth than is required by this chapter, no other lot upon the same side of such street between such

intersecting streets shall be occupied by a building with a front yard of less than the least depth of any such existing front yards.”

- (2) There shall be a minimum ten (10) foot setback on the driveway side of a lot when there is not sufficient maneuvering space on site to allow vehicles to exit the lot without backing onto a street identified as a thoroughfare on the Thoroughfare Plan.

<b>This Section (Office Use Only)</b>	
Case:	
PZ:	CC:
Sign/s Picked Up By:	



**LEWISVILLE**  
 Deep Roots. Broad Wings. Bright Future.

**ZONE CHANGE APPLICATION**

Owner/s (name): Lieven J. Van Riet, Trustee	
Company Name:	
Mailing Address: 2121 Kirby Drive Houston, TX 77019-6035	
Work #: 763 874 1122	Cell #:
E-Mail: TOKROWELLE comcast.net	
Owner Signature (Owner/s Must Sign or Submit Letter of Authorization): Lieven J. Van Riet Trustee	Date: July 12, 2016
Printed Name: LIEVEN J. VAN RIET TRUSTEE	

Applicant/Agent (name): Mark Wood	
Company Name: HW Ventures, LLC	
Mailing Address: 6617 Precinct Line Road, Suite 200 North Richland Hills, Texas 76182-4389	
Work #: 817-498-7977	Cell #: 817-994-6409
E-Mail: mwood@howewood.com	
Applicant/Agent Signature Mark S. Wood	Date: 7-11-16
Printed Name: MARK S. WOOD	

Current Zoning: LI and OTMU2	Requested Zoning: OTMU2	Acres: 5.441
Legal Description (Lot/ Block/Tract/Abstract): Tract 1: 0.610 acres; Tract 2: 1.163 acres; Tract 3: 3.668 acres; all of which are situated in the A.G. King Survey, Abstract No. 698		
Address/Location: SEC E. Walters & Henrietta; SWC & SEC E. College & Leonard		

Application and Sign Fees:

Less than 1/2 acre	\$ 150.00
1/2 acre up to 4.99 acres	\$ 250.00
5 acres up to 24.99 acres	\$ 400.00

25 acres up to 49.99 acres	\$ 750.00
50 acres up to 99.99 acres	\$1,000.00
100 acres and more	\$1,500.00

Qty: 3	<b>Zone Change Signs - \$35 each.</b>	\$ _____
1 sign required for each 5 acres (max. 5 per site)		

**Sign(s) must be posted a minimum of ten (10) days prior to the Planning & Zoning hearing date.**

<b>Amount Due</b> (application & sign fee)	\$ 0.00
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ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE LEWISVILLE CITY COUNCIL, AMENDING THE ZONING ORDINANCE BY REZONING APPROXIMATELY 5.5 ACRES CONSISTING OF MULTIPLE TRACTS SITUATED IN THE A.G. KING SURVEY, ABSTRACT NO. 698 LOCATED AT THE SOUTHEAST CORNER OF EAST WALTERS STREET AND HENRIETTA STREET AND THE SOUTHWEST AND SOUTHEAST CORNERS OF EAST COLLEGE STREET AND LEONARD STREET; FROM LIGHT INDUSTRIAL DISTRICT (LI) ZONING AND OLD TOWN MIXED USE TWO DISTRICT (OTMU2) ZONING TO OLD TOWN MIXED USE TWO DISTRICT (OTMU2) ZONING; CORRECTING THE OFFICIAL ZONING MAP; PRESERVING ALL OTHER PORTIONS OF THE ZONING ORDINANCE; DETERMINING THAT THE PUBLIC INTERESTS AND GENERAL WELFARE DEMAND THIS ZONING CHANGE AND AMENDMENT THEREIN MADE; PROVIDING FOR A REPEALER, SEVERABILITY, AND A PENALTY; AND DECLARING AN EMERGENCY.**

**WHEREAS**, applications were made to amend the Official Zoning Map of Lewisville, Texas by making applications for same with the Planning and Zoning Commission of the City of Lewisville, Texas, as required by State statutes and the Zoning Ordinances of the City of Lewisville, Texas, said Planning and Zoning Commission has recommended that rezoning of the approximately 5.5-acre property described in the attached Exhibit “A” (the “Property”) be **approved**, and all the legal requirements, conditions and prerequisites having been complied with, the case having come before the City Council of the City of Lewisville, Texas, after all legal notices, requirements, conditions and prerequisites having been complied with; and,

**WHEREAS**, the City Council of the City of Lewisville, Texas, at a public hearing called by the City Council of the City of Lewisville, Texas, did consider the following factors in making a determination as to whether this requested change should be granted or denied: effect on the

congestion of the streets; the fire hazards, panics and other dangers possibly present in the securing of safety from same; the effect on the promotion of health and the general welfare; effect on adequate light and air; the effect on the overcrowding of the land; the effect of the concentration on population; the effect on the transportation, water, sewerage, schools, parks and other public facilities; and,

**WHEREAS**, the City Council further considered among other things the character of the district and its peculiar suitability for particular uses and with the view to conserve the value of buildings, encourage the most appropriate use of land throughout this City; and,

**WHEREAS**, the City Council of the City of Lewisville, Texas, does find that there is a public necessity for the zoning change, that the public interest clearly requires the amendment, that the zoning changes do not unreasonably invade the rights of adjacent property owners; and,

**WHEREAS**, the City Council of the City of Lewisville, Texas, does find that the change in zoning lessens the congestion in the streets; helps secure safety from fire, panic and other dangers; promotes health and the general welfare; provides adequate light and air; prevents the overcrowding of land; avoids undue concentration of population; facilitates the adequate provisions of transportation, water, sewerage, schools, parks and other public requirements; and,

**WHEREAS**, the City Council of the City of Lewisville, Texas, has determined that there is a necessity and need for this change in zoning and has also found and determined that there has been a change in the conditions of the property surrounding and in close proximity to the Property since it was originally classified and, therefore, feels that a change in zoning classification for the Property is needed, is called for, and is in the best interest of the public at large, the citizens of the City of Lewisville, Texas, and helps promote the general health, safety, and welfare of this community.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, THAT:**

**SECTION 1.** The Zoning Ordinance of the City of Lewisville, Texas, be, and the same is hereby amended and changed in that the zoning of the Property is hereby changed to **OLD TOWN MIXED USE TWO DISTRICT (OTMU2) ZONING.**

**SECTION 2.** The City Manager, or her designee, is hereby directed to correct the official zoning map of the City of Lewisville, Texas, to reflect this change in zoning.

**SECTION 3.** That in all other respects the use of the tract or tracts of land hereinabove described shall be subject to all the applicable regulations contained in said City of Lewisville Zoning Ordinance and all other applicable and pertinent ordinances of the City of Lewisville, Texas.

**SECTION 4.** That the zoning regulations and districts as herein established have been made in accordance with the comprehensive plan for the purpose of promoting health, safety, and the general welfare of the community. They have been designed with respect to both present conditions and the conditions reasonably anticipated to exist in the foreseeable future, to lessen congestion in the streets; to secure safety from fire, panic, flood and other dangers; provide adequate light and air; to prevent overcrowding of land, to avoid undue concentration of population; facilitate the adequate provisions of transportation, water, sewage, parks and other public requirements, and to make adequate provisions for the normal business, commercial needs and development of the community. They have been made with reasonable consideration, among other things of the character of the district, and its peculiar suitability for the particular uses and with a view of conserving the value of buildings and encouraging the most appropriate use of land throughout the community.

**SECTION 5.** This Ordinance shall be cumulative of all other ordinances of the City of Lewisville, Texas, affecting zoning and shall not repeal any of the provisions of said ordinances, except in those instances where provisions of those ordinances which are in direct conflict with the provisions of this Ordinance.

**SECTION 6.** That the terms and provisions of this Ordinance shall be deemed to be severable and that if the validity of the zoning affecting any portion of the Property shall be declared to be invalid, the same shall not affect the validity of the zoning of the balance of the tract or tracts of land described herein.

**SECTION 7.** Any person, firm or corporation who violates any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof in the Municipal Court, shall be subject to a fine of not more than \$2,000.00 for each offense, and each and every day such offense is continued shall constitute a new and separate offense.

**SECTION 8.** The fact that the present Zoning Ordinance and regulations of the City of Lewisville, Texas are inadequate to properly safeguard the health, safety, peace and general welfare of the inhabitants of the City of Lewisville, Texas, creates an emergency for the immediate preservation of the public business, property, health, safety and general welfare of the public which requires that this Ordinance shall become effective from and after the date of its final passage, and it is accordingly so ordained.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, BY A VOTE OF \_\_\_\_ TO \_\_\_\_, ON THIS THE 15TH DAY OF AUGUST, 2016.**

**ORDINANCE NO.** \_\_\_\_\_

**Page 5**

**APPROVED:**

\_\_\_\_\_  
Rudy Durham, MAYOR

**ATTEST:**

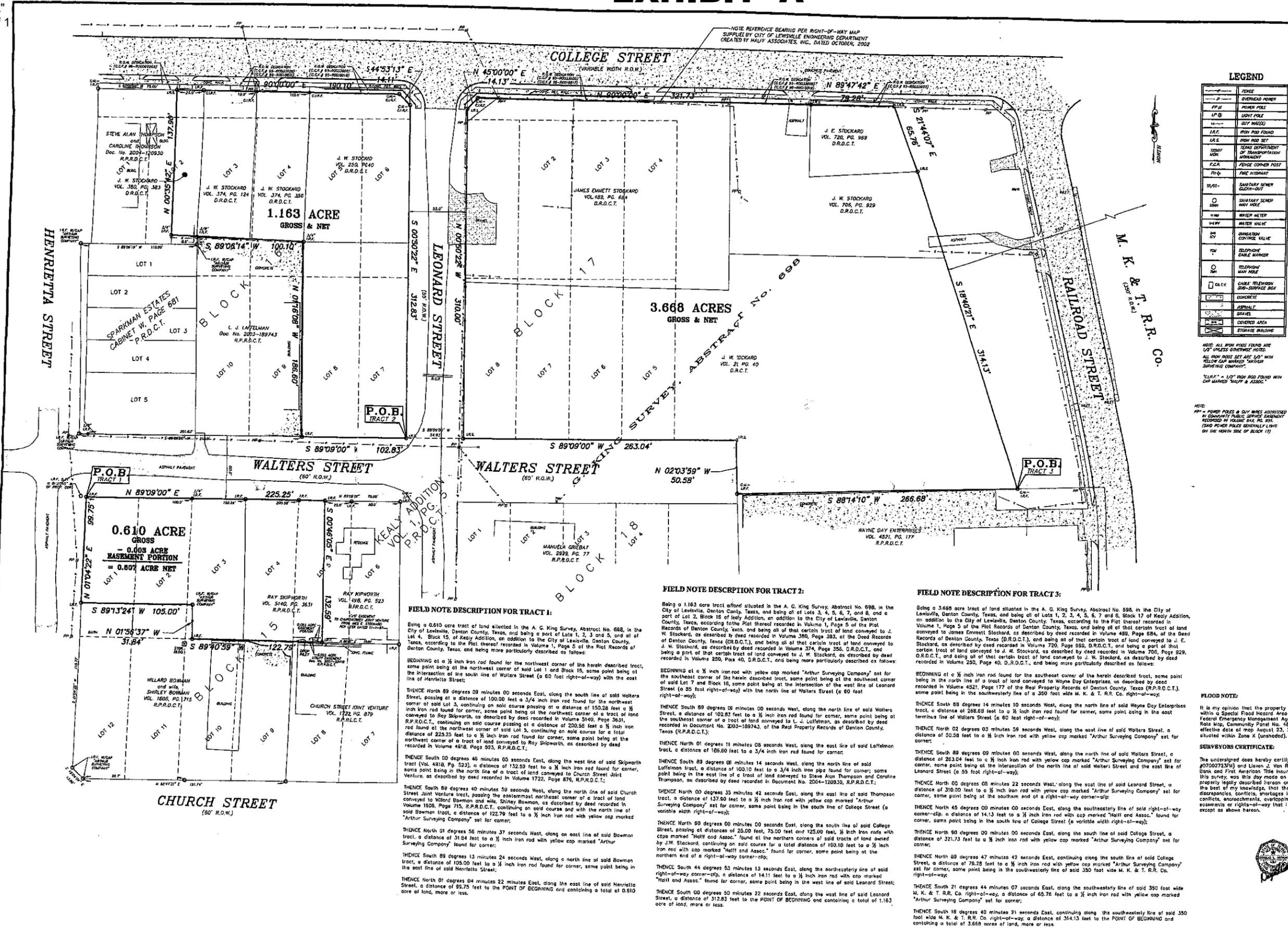
\_\_\_\_\_  
Julie Heinze, CITY SECRETARY

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lizbeth Plaster, CITY ATTORNEY

Exhibit A  
Property Description

# EXHIBIT A



**LEGEND**

—	TRACT
—	OVERLAP POWER
—	POWER POLE
—	LIGHT POLE
—	CITY WALLS
—	IRON PIPES FOUND
—	IRON ROD SET
—	TEXAS DEPARTMENT OF TRANSPORTATION ADJUSTMENT
—	EDGE CORNER POST
—	PIPE ALIGNMENT
—	SAUTARY SURVEY
—	SAUTARY SURVEY MARK
—	WATER METER
—	WATER VALVE
—	CONCRETE CONDUIT VALVE
—	TELEPHONE CABLE MARKER
—	TELEPHONE MARK POLE
—	CABLE TELEVISION SUB-SURFACE BOX
—	CONCRETE
—	ASPHALT
—	GRAVEL
—	COVERED AREA
—	STORAGE BUILDING

NOTE: ALL IRON RODS FOUND ARE 1/2" UNLESS OTHERWISE NOTED.  
ALL IRON RODS SET BY THIS SURVEYING COMPANY.  
"CLAMP" = 1/2" IRON ROD FOUND WITH CAP MARKED "HUFF & ASSOC."

NOTE: POWER POLES & CITY Wires ADJUSTED IN ACCORDANCE WITH RECORDS OF THE CITY OF LEWISVILLE, TEXAS. (DAP POWER POLES GENERALLY LING ON THE NORTH SIDE OF BLOCK 17)

**FIELD NOTE DESCRIPTION FOR TRACT 2:**

Being a 3.668 acre tract of land situated in the A. G. King Survey, Abstract No. 698, in the City of Lewisville, Denton County, Texas, and being all of Lots 3, 4, 5, 6, 7, and 8, and a portion of Lot 2, Block 16 of Jolly Addition, an addition to the City of Lewisville, Denton County, Texas, according to the Plat thereof recorded in Volume 1, Page 5 of the Plat Records of Denton County, Texas, and being all of that certain tract of land conveyed to J. W. Stockard, as described by deed recorded in Volume 380, Page 383, of the Deed Records of Denton County, Texas (D.R.D.C.T.), and being all of that certain tract of land conveyed to J. W. Stockard, as described by deed recorded in Volume 374, Page 356, D.R.D.C.T., and being a portion of that certain tract of land conveyed to J. W. Stockard, as described by deed recorded in Volume 250, Page 40, D.R.D.C.T., and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the southeast corner of the herein described tract, some point being at the intersection of the west line of Leonard Street (a 60 foot right-of-way) with the north line of Walters Street (a 60 foot right-of-way);

THENCE South 89 degrees 09 minutes 00 seconds East, along the north line of said Walters Street, a distance of 102.63 feet to a 3/4 inch iron rod found for corner, some point being at the intersection of a tract of land conveyed to Wayne Day Enterprises, as described by deed recorded in Volume 4521, Page 177 of the Real Property Records of Denton County, Texas (R.P.R.D.C.T.);

THENCE North 01 degrees 11 minutes 05 seconds West, along the east line of said Laffelman tract, a distance of 165.60 feet to a 3/4 inch iron rod found for corner;

THENCE South 89 degrees 08 minutes 14 seconds West, along the north line of said Laffelman tract, a distance of 100.10 feet to a 3/4 inch iron pipe found for corner; some point being in the east line of a tract of land conveyed to Steve Alan Thompson and Corinne Thompson, as described by deed recorded in Document No. 2004-120930, R.P.R.D.C.T.;

THENCE North 00 degrees 35 minutes 42 seconds East, along the east line of said Thompson tract, a distance of 137.80 feet to a 1/2 inch iron rod with yellow cap marked "Arthur Surveying Company" set for corner, some point being in the south line of College Street (a variable width right-of-way);

THENCE North 89 degrees 00 minutes 00 seconds East, along the south line of said College Street, passing at distances of 25.00 feet, 73.00 feet, and 125.00 feet, 1/2 inch iron rods with caps marked "Huff and Assoc." found at the northern corners of said tracts of land owned by J.W. Stockard, continuing on said course for a total distance of 190.10 feet to a 1/2 inch iron rod with cap marked "Huff and Assoc." found for corner, some point being at the northern end of a right-of-way corner-cap;

THENCE South 44 degrees 53 minutes 15 seconds East, along the northeasterly line of said right-of-way corner-cap, a distance of 14.13 feet to a 1/2 inch iron rod with cap marked "Huff and Assoc." found for corner, some point being in the west line of said Leonard Street;

THENCE South 00 degrees 50 minutes 22 seconds East, along the west line of said Leonard Street, a distance of 312.63 feet to the POINT OF BEGINNING and containing a total of 1.163 acres of land, more or less.

**FIELD NOTE DESCRIPTION FOR TRACT 3:**

Being a 0.610 acre tract of land situated in the A. G. King Survey, Abstract No. 698, in the City of Lewisville, Denton County, Texas, and being all of Lots 1, 2, 3, 4, 5, 6, 7, and 8, and a portion of Lot 4, Block 15, of Keely Addition, an addition to the City of Lewisville, Denton County, Texas, according to the Plat thereof recorded in Volume 1, Page 5 of the Plat Records of Denton County, Texas, and being all of that certain tract of land conveyed to J. W. Stockard, as described by deed recorded in Volume 380, Page 383, of the Deed Records of Denton County, Texas (D.R.D.C.T.), and being all of that certain tract of land conveyed to J. W. Stockard, as described by deed recorded in Volume 374, Page 356, D.R.D.C.T., and being a portion of that certain tract of land conveyed to J. W. Stockard, as described by deed recorded in Volume 250, Page 40, D.R.D.C.T., and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the southeast corner of the herein described tract, some point being at the intersection of the west line of Leonard Street (a 60 foot right-of-way) with the north line of Walters Street (a 60 foot right-of-way);

THENCE South 89 degrees 09 minutes 00 seconds East, along the north line of said Walters Street, a distance of 102.63 feet to a 3/4 inch iron rod found for corner, some point being at the intersection of a tract of land conveyed to Wayne Day Enterprises, as described by deed recorded in Volume 4521, Page 177 of the Real Property Records of Denton County, Texas (R.P.R.D.C.T.);

THENCE North 02 degrees 03 minutes 59 seconds West, along the east line of said Walters Street, a distance of 50.58 feet to a 1/2 inch iron rod with yellow cap marked "Arthur Surveying Company" set for corner;

THENCE South 89 degrees 09 minutes 00 seconds West, along the north line of said Walters Street, a distance of 263.04 feet to a 1/2 inch iron rod with yellow cap marked "Arthur Surveying Company" set for corner, some point being at the intersection of the north line of said Walters Street and the east line of Leonard Street (a 60 foot right-of-way);

THENCE North 00 degrees 05 minutes 22 seconds West, along the east line of said Leonard Street, a distance of 310.00 feet to a 1/2 inch iron rod with yellow cap marked "Arthur Surveying Company" set for corner, some point being at the south end of a right-of-way corner-cap;

THENCE North 45 degrees 00 minutes 00 seconds East, along the southeasterly line of said right-of-way corner-cap, a distance of 14.13 feet to a 1/2 inch iron rod with cap marked "Huff and Assoc." found for corner, some point being in the south line of College Street (a variable width right-of-way);

THENCE North 90 degrees 00 minutes 00 seconds East, along the south line of said College Street, a distance of 321.73 feet to a 1/2 inch iron rod with yellow cap marked "Arthur Surveying Company" set for corner;

THENCE North 89 degrees 47 minutes 42 seconds East, continuing along the south line of said College Street, a distance of 78.28 feet to a 1/2 inch iron rod with yellow cap marked "Arthur Surveying Company" set for corner, some point being in the southwesterly line of said 350 foot wide M. K. & T. R.R. Co. right-of-way;

THENCE South 21 degrees 44 minutes 07 seconds East, along the southwesterly line of said 350 foot wide M. K. & T. R.R. Co. right-of-way, a distance of 65.76 feet to a 1/2 inch iron rod with yellow cap marked "Arthur Surveying Company" set for corner;

THENCE South 18 degrees 40 minutes 21 seconds East, continuing along the southwesterly line of said 350 foot wide M. K. & T. R.R. Co. right-of-way, a distance of 314.13 feet to the POINT OF BEGINNING and containing a total of 3.668 acres of land, more or less.

**FIELD NOTE:**

It is my opinion that the property described herein is not within a Special Flood Hazard Area according to the Federal Emergency Management Agency Flood Insurance Rate Map, Community Panel No. 482165 0555 F, present effective date of map August 23, 2001, herein property is situated within Zone X (unshaded).

**SURVEYORS CERTIFICATE:**

The undersigned does hereby certify to Freedom Title (G.F. #0700223284) and Laven J. Von Riel, Trustee, Compass Bank and First American Title Insurance Company that this survey was this day made on the ground of the property legally described hereon and is correct, and to the best of my knowledge, that there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or rights-of-way that I have been advised of except as shown hereon.

**Arthur Surveying Co., Inc.**  
Professional Land Surveyors  
P.O. Box 54 - Lewisville, Texas 75087  
Office: (972) 221-9439 Fax: (972) 221-4675

**BOUNDARY SURVEY**  
**0.610 ACRE, 1.163 ACRE & 3.668 ACRE TRACTS**  
out of the  
**A.G. KING SURVEY, ABSTRACT No. 698**  
CITY OF LEWISVILLE,  
DENTON COUNTY, TEXAS

DATE:	JUNE 28, 2007
SCALE:	1" = 40'
CALC. BY:	SWM
DRAWN BY:	SWM/JJ
CHK. BY:	
JOB NO.:	2706276
FILE NO.:	2706276

## MEMORANDUM

**TO:** Donna Barron, City Manager

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

**VIA:** Eric Ferris, Assistant City Manager

**DATE:** July 25, 2016

**SUBJECT:** **Acceptance and Appropriation of Regional Toll Revenue Funding in the Amount of \$4,700,000 for Valley Ridge Blvd (Mill Street to College Street) and Re-Appropriation of \$4,700,000 of Local Funding for Kealy Avenue (Main to Mill) and College Street (I-35 to Mill).**

### BACKGROUND

In November, 2015, Council Approved a Local Project Advance Funding Agreement (LPAFA) between the City of Lewisville and the Texas Department of Transportation providing for \$4,700,000 in Regional Toll Revenue Funding for the Valley Ridge Project (Mill Street to College Street). Those funds have been received and must now be accepted and appropriated to the Valley Ridge Project. This funding for Valley Ridge will allow the re-appropriation of local funding to South Kealy Avenue (Main to Mill) and College Street (I-35 to Mill). You may recall that due to shifts in Precinct Boundaries, Precinct 4 Commissioner Hugh Coleman retracted previously approved Denton County Trip-08 bond funding for Kealy and College. As Kealy Avenue and College Street are not eligible for RTR funding (RTR funding is only eligible for roadways that are 4-lane divided or larger), funding for Valley Ridge was requested instead.

The Valley Ridge project consists of a four lane divided street, a 30-inch waterline from Cowen Avenue to College Street, a bridge over Prairie Creek and associated drainage, water line, sanitary sewer improvements. Funding for the segment of Valley Ridge Boulevard between Mill Street and College Street was approved with the 2003 City of Lewisville Bond Program and Denton County Trip-04 Bond Program with an estimated construction cost at the time of \$10,000,000. An interlocal agreement between the City of Lewisville and the Denton County was executed on October 5, 2009 to establish a total reimbursement from Denton County of \$5,000,000 for the Valley Ridge Boulevard (Mill Street to College Street) Improvements for design and construction. City Council on December 1, 2014 awarded the construction contract for Valley Ridge Blvd. to Mario Sinacola and Sons Excavating, Inc. in the amount of amount of \$14,639,622.90. In addition, the City Council approved a change order on August 17, 2015 in the amount of \$2,437,270.00 due to unexpected buried trash & debris encountered between Prairie Creek and College Street. To date, the City has committed well over the original \$5,000,000 in bond funds to Valley Ridge Blvd. \$1,875,000 (equal to 20% of the RTR funding) is required for local match.

### **ANNALYSIS**

\$1,875,000 (equal to 20% of the RTR funding) is required for local match. Even after reallocating \$4,700,000 of local funds to Kealey Avenue and College Street, the amount of local funding remaining in Valley Ridge well exceeds the required match. Per the agreement, TXDOT will reimburse the City \$4,700,000 for the construction of Valley Ridge Blvd. The City will be required to submit all invoices and accounting to TXDOT to document actual costs associated with Valley Ridge. The original Trip-04 funding for Kealy & College was intended to provide 100% funding for the two projects. Since over 10 years have elapsed since the money was originally allocated, the most recent cost estimates for Kealy & College is now \$6,335,000. The cost difference of \$1,635,000 will be covered by street funding approved in the 2015 City of Lewisville GO Bond program.

### **RECOMMENDATION**

It is City staff's recommendation that the City Council accept and appropriate the RTR funding and local funds as set forth in the caption above.

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**Project:** Valley Ridge Boulevard  
**Limits:** From Mill Street to College Street  
**District:** 18-Dallas  
**Code Chart:** 24500  
**Funding Category:** 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**

**City Street Improvements  
(Off 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 for the construction of a four-lane divided urban arterial roadway on Valley Ridge Boulevard from Mill Street to College Street in the City of Lewisville (CSJ 0918-46-289); the RTC has

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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 114330 dated July 30, 2015; 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 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.

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**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**

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.

**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 Local Government 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 Local Government's

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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. 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 applicable 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.

**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.

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**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.
- 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.

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**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:

<b>Local Government:</b>	<b>State:</b>
City of Lewisville Attention: City Manager 151 West Church Lewisville, Texas 75057	Texas Department of Transportation Attention: Director of Contract Services 125 East 11 <sup>th</sup> 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 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

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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 NCTCOG for review and comment. NCTCOG may provide the Local Government technical assistance on the environmental review of the Project as mutually agreed between NCTCOG 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.

**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.

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**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**

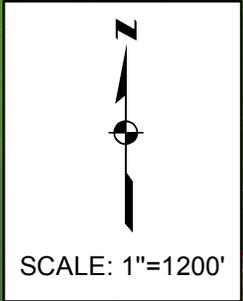
For CSJ# 0918-46-289, the State will pay \$4,700,000 from the SH 121 Subaccount for the construction of a four-lane divided urban arterial roadway on Valley Ridge Boulevard from Mill Street to College Street in the City of Lewisville.

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 COST				
Description	Fiscal Year	Total Estimate Cost	Regional Toll Revenue (RTR) SH 121 Subaccount Funds Participation	Local Government Participation
Construction (by Local)	2016	\$5,875,000	\$4,700,000	\$1,175,000
<b>TOTAL</b>		<b>\$5,875,000</b>	<b>\$4,700,000</b>	<b>\$1,175,000</b>

**The Local Government required match is \$1,175,000.**

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.



PROJECT  
LOCATION

VALLEY RIDGE BLVD

MILL ST

TREATMENT PLANT RD

N KEALY AVE

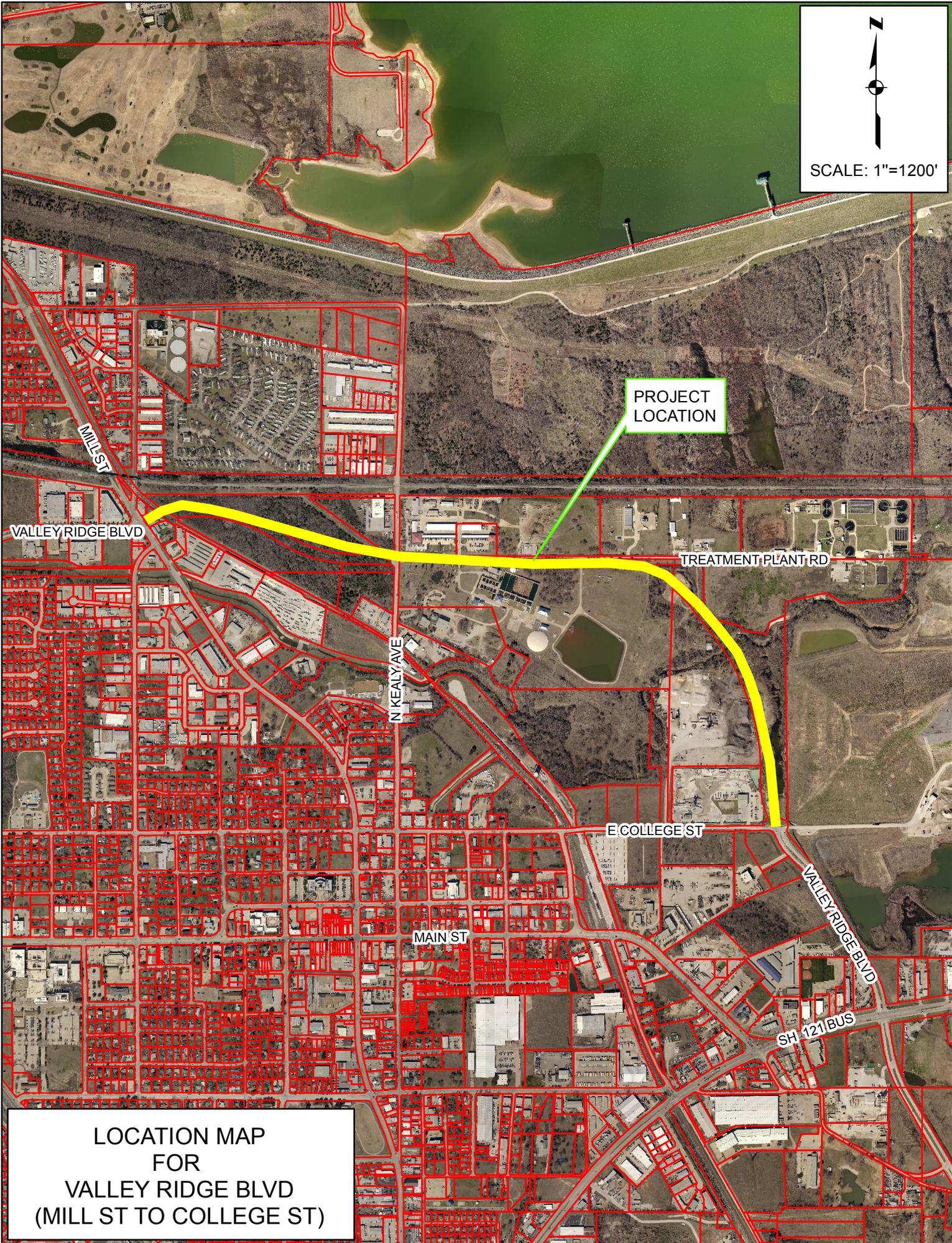
E COLLEGE ST

MAIN ST

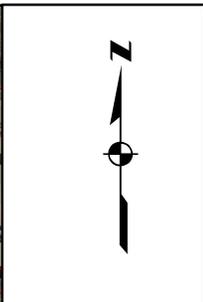
VALLEY RIDGE BLVD

SH 121 BUS

LOCATION MAP  
FOR  
VALLEY RIDGE BLVD  
(MILL ST TO COLLEGE ST)







PROJECT  
LOCATION

LOCATION MAP  
FOR  
VALLEY RIDGE  
RTR LPAFA EG1

## MEMORANDUM

**TO:** Donna Barron, City Manager

**FROM:** David Salmon, PE, City Engineer

**VIA:** Eric Ferris, Assistant City Manager

**DATE:** July 20, 2016

**SUBJECT:** **Approval of an Agreement for Furnishing and Installing of Traffic Signal Equipment Between the City of Lewisville and TxDOT for Costs Related to Providing New Equipment for the Traffic Signal on F.M. 423 at Lone Star Ranch Parkway Within the City of The Colony; and Authorize the City Manager to Execute the Agreement.**

### BACKGROUND

The City of Lewisville presently maintains traffic signals on F.M. 423 within the City of The Colony as part of an Interlocal Agreement with the Texas Department of Transportation (TxDOT). TxDOT is currently widening F.M. 423 which requires the installation of a new traffic signal at the intersection of F.M. 423 and Lone Star Ranch Parkway. TxDOT is offering to let the City of Lewisville provide the controller cabinet and associated equipment for the signal in order to allow the City of Lewisville to continue to control, monitor, and maintain these signals using standard equipment currently used in Lewisville. TxDOT will provide full reimbursement upon receipt of the equipment. TxDOT or their contractor shall be responsible for installation of the equipment.

### ANALYSIS

The City of Lewisville has maintained the on-system traffic signals within the City of The Colony since 1999 as part of an Interlocal Maintenance Agreement with TxDOT. The present location described within the Agreement (for furnishing and installing the traffic signal equipment by the City of Lewisville) includes the traffic signal on F.M. 423 at Lone Star Ranch Parkway.

The City of Lewisville will provide a controller cabinet assembly at the location listed, which includes the cabinet, the controller, and the malfunction management unit (MMU). TxDOT will reimburse the City at an amount of \$13,797 for the controller cabinet assembly. Reimbursement costs were developed by Public Services based on actual equipment costs.

This agreement will require the City of Lewisville to purchase the equipment in advance and request reimbursement upon delivery of the equipment. Funding for the purchase of the equipment is available from the Capital Projects accounts.

Subject: Reimbursement Agreement with TxDOT to furnish and install the signal equipment at F.M. 423 & Lone Star Ranch Pkwy  
July 15, 2016  
Page 2

The City of Lewisville executed a similar reimbursement agreement with TxDOT on September 12, 2011 for the reimbursement of costs related to providing new traffic signal equipment for five (5) traffic lights on F.M. 423 in The Colony at the following locations: Lake Highlands Drive, North Colony Boulevard, South Colony Boulevard, Cougar Alley and Memorial Drive. The City of Lewisville was reimbursed by TxDOT at an amount of \$13,797 per controller cabinet assembly for a total of \$68,985.

The other on-system signals on F.M. 423 that are maintained by the City of Lewisville are at the intersections of F.M. 423 and QuikTrip driveway and at F.M. 423 and Sam Rayburn Tollway (SH-121). The traffic signal and the equipment at the intersection of F.M. 423 and QuikTrip driveway was paid for and installed by QuikTrip. The traffic signal at the intersection of F.M. 423 and Sam Rayburn Tollway consists of older equipment that was originally paid for and installed by TxDOT.

On June 06, 2016, the City of Lewisville had amended the Interlocal Maintenance Agreement with TxDOT to maintain and operate the traffic signal listed above at F.M. 423 and Lone Star Ranch Parkway for an annual reimbursement cost of \$4,195 from TxDOT. This Interlocal Agreement is currently in the process of being ratified by all of the other member cities that are party to it.

### **RECOMMENDATION**

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



# Texas Department of Transportation

4777 E. HWY 80, MESQUITE, TEXAS 75150 | WWW.TXDOT.GOV

June 22, 2016

CSJ: 1567-02-032  
FM 423 at Lone Star Ranch Parkway  
Agreement for Furnishing and Installing of  
Traffic Signal Equipment by a Municipality

RECEIVED

JUL 05 2016

CD/ENGINEERING

Kevin Nims, PE  
Traffic Engineering  
City of Lewisville  
PO Box 299002  
Lewisville, TX 75029-9002

Dear Mr. Nims:

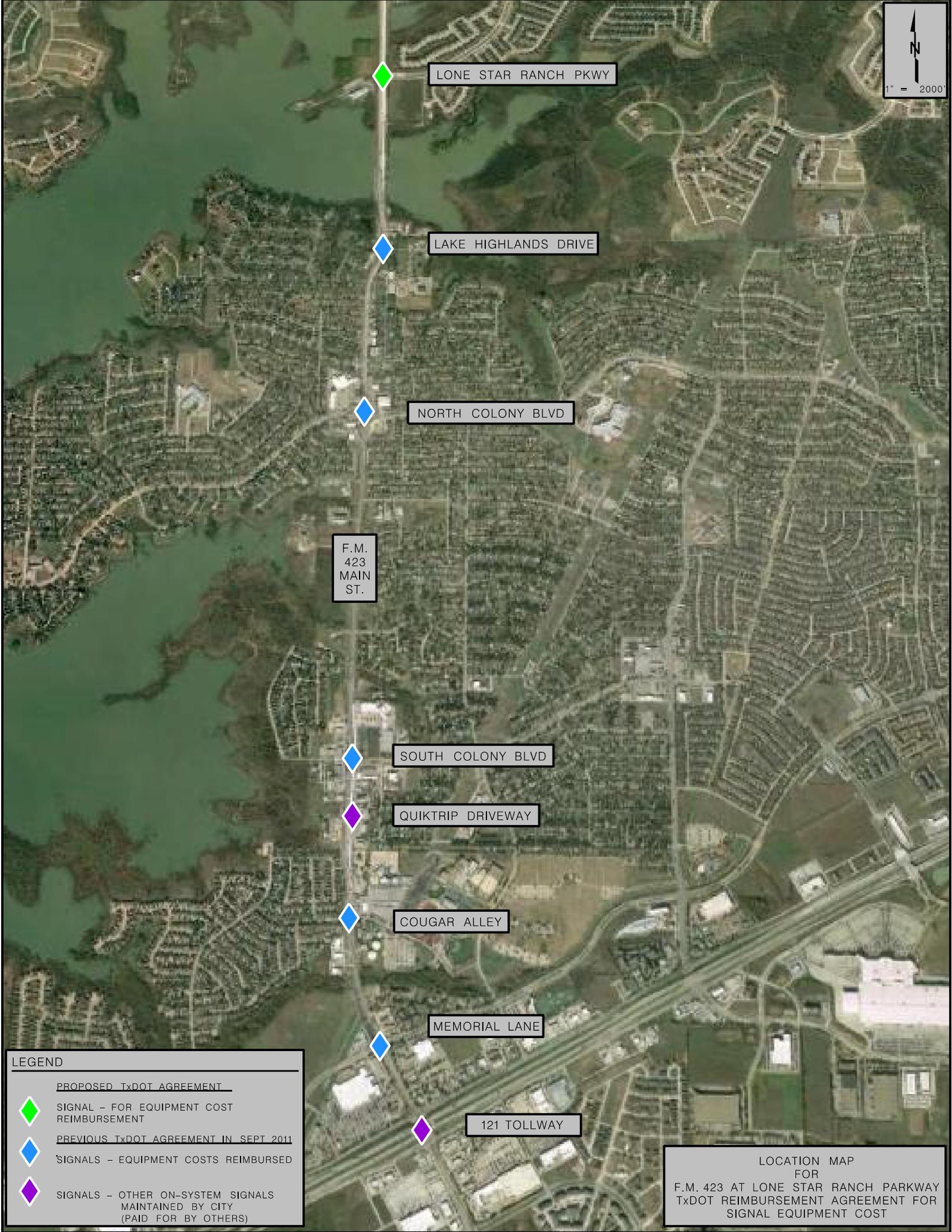
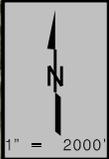
Please find attached, two (2) original *Agreements for Furnishing and Installing of Traffic Signal Equipment by a Municipality* for your review and approval. If all is satisfactory, please obtain authorized signatures on all originals, obtain a City Council Resolution and return both to me for further processing. A fully executed original will be returned to you for your files and use.

Feel free to contact Angela Green at 214-320-4432, if needed.

Sincerely,

Andrew R. Oberlander, P.E.  
District Transportation Operations Engineer

Attachment



LONE STAR RANCH PKWY

LAKE HIGHLANDS DRIVE

NORTH COLONY BLVD

F.M.  
423  
MAIN  
ST.

SOUTH COLONY BLVD

QUIKTRIP DRIVEWAY

COUGAR ALLEY

MEMORIAL LANE

121 TOLLWAY

**LEGEND**

PROPOSED TxDOT AGREEMENT

 SIGNAL - FOR EQUIPMENT COST REIMBURSEMENT

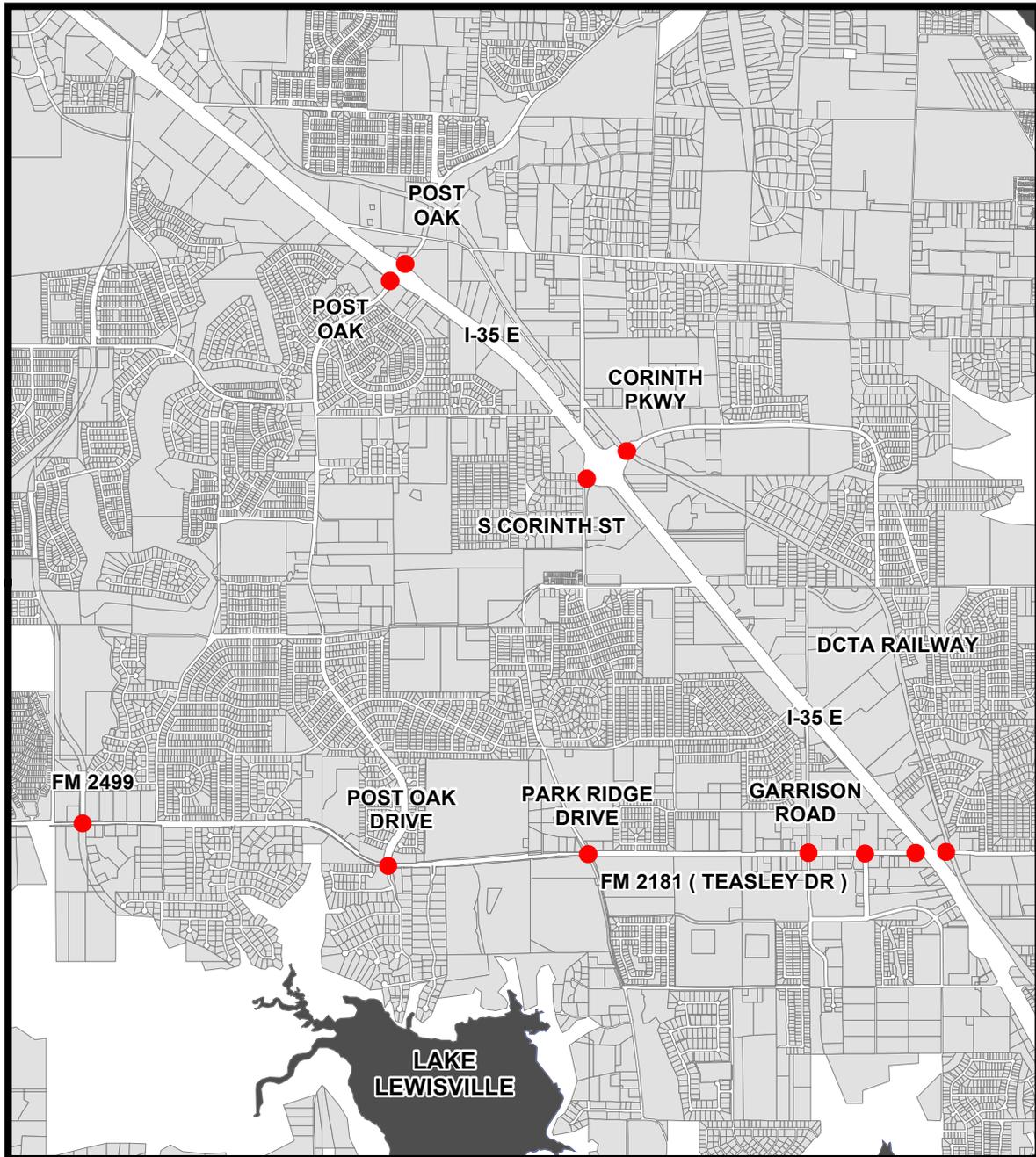
PREVIOUS TxDOT AGREEMENT IN SEPT 2011

 SIGNALS - EQUIPMENT COSTS REIMBURSED

 SIGNALS - OTHER ON-SYSTEM SIGNALS MAINTAINED BY CITY (PAID FOR BY OTHERS)

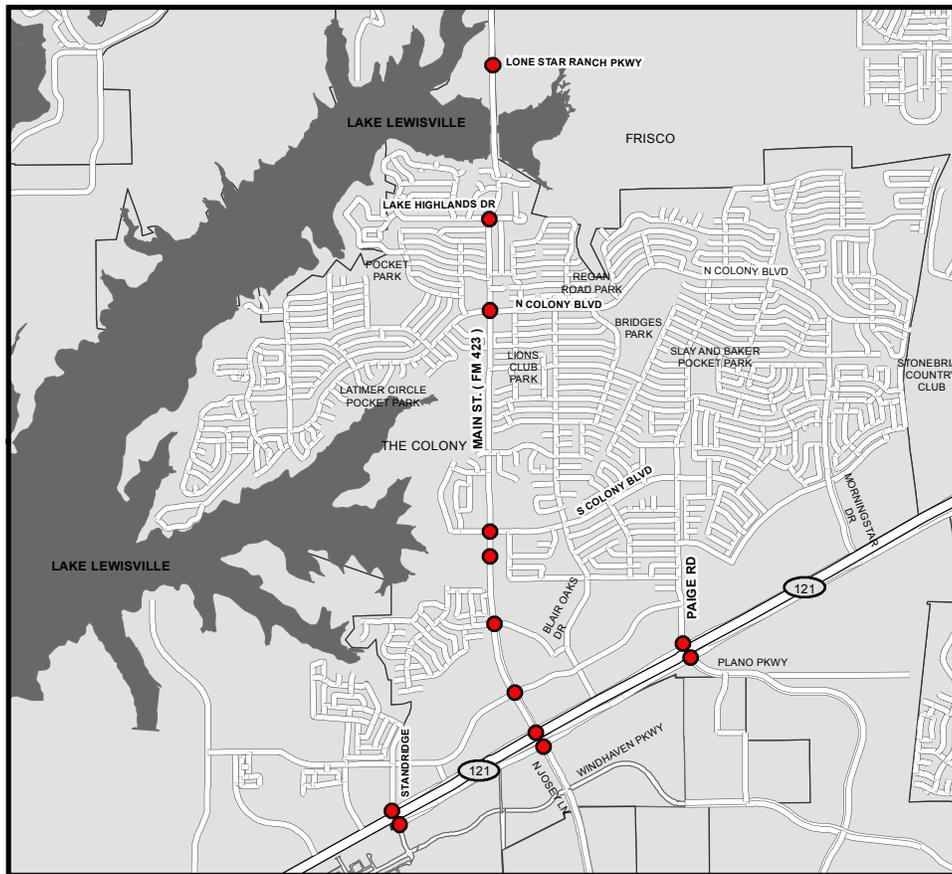
LOCATION MAP  
FOR  
F.M. 423 AT LONE STAR RANCH PARKWAY  
TxDOT REIMBURSEMENT AGREEMENT FOR  
SIGNAL EQUIPMENT COST

# Exhibit 1A - Traffic Signal Locations in TxDOT Inter-local Cooperation Agreement

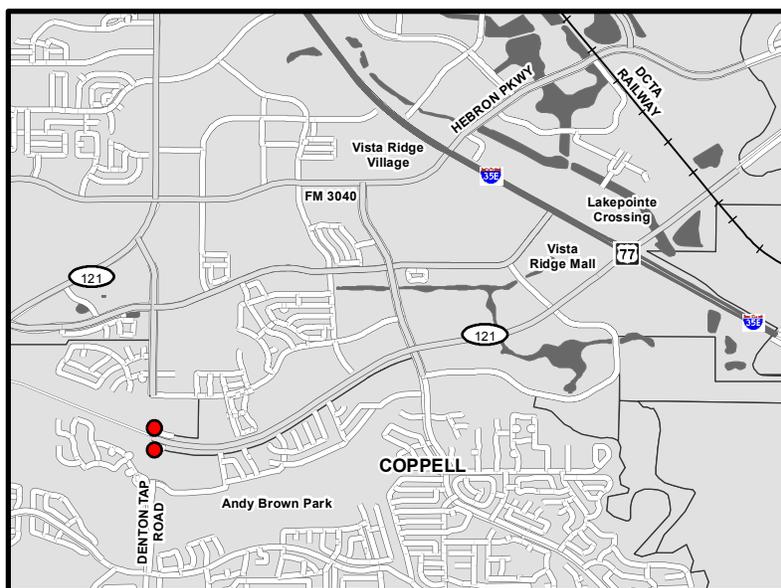


- A. IH - 35 E AT CORINTH PKWY AND POST OAK ( CITY OF CORINTH )
- B. FM 2181 ( TEASLEY DR AT FM 2499, POST OAK,  
PARKRIDGE/SYCAMORE BEND, TOWN HALL/ GARRISON AND  
IH - 35 E ( IN CORINTH, HICKORY CREEK AND LAKE DALLAS )

# Exhibit 1B - Traffic Signal Locations in Tx-DOT Inter-local Cooperation Agreement



FM 423 AND SH 121 IN THE COLONY



SH 121 AND DENTON TAP ROAD IN COPPELL

STATE OF TEXAS §

COUNTY OF TRAVIS §

**AGREEMENT FOR FURNISHING AND INSTALLING OF  
TRAFFIC SIGNAL EQUIPMENT BY A MUNICIPALITY**

**THIS AGREEMENT** is made by and between the State of Texas, acting through the Texas Department of Transportation, hereinafter called the "State," and the City of Lewisville, Denton and Dallas Counties, Texas, hereinafter called the "City," acting by and through its duly authorized officers as evidenced by Resolution/Ordinance No. \_\_\_\_\_, hereinafter acknowledged by reference.

**WITNESSETH**

**WHEREAS**, the State owns and maintains a system of highways and roadways, including FM 423 in the City of The Colony; and

**WHEREAS**, the City has requested the State to reimburse the cost of furnishing and installing traffic signal equipment at the intersection(s) of FM 423 at Lone Star Ranch Parkway hereinafter called the "Project," and

**WHEREAS**, the State and City wish to cooperate in the construction of this Project; and

**WHEREAS**, The City desires that equipment be provided that is compatible with standard signal operation and/or existing City equipment; and

**WHEREAS**, it is in the best interest of the City and the State for the City to assist the State by furnishing and installing traffic signal equipment on the Project; and

**WHEREAS**, the Texas Transportation Commission passed Minute Order No.113789, approving the Project; and

**WHEREAS**, the State is authorized to enter into an agreement with the City for the Project pursuant to Transportation Code, §221.002;

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, as hereinafter set forth, it is agreed as follows:

**AGREEMENT**

**Article 1. CONTRACT PERIOD**

This agreement becomes effective on final execution by the State and shall remain in effect as long as said traffic signal equipment is in operation at the described location and the signal project is incomplete, or unless otherwise terminated or modified as hereinafter provided.

## **Article 2. CONSTRUCTION RESPONSIBILITIES**

- A.** For all items of construction other than furnishing and installing specific traffic signal equipment, the State will prepare the construction plans, advertise for bids, and let the construction contract, or otherwise provide for the construction and will supervise the construction as required by said plans. The State will secure the City's approval of ~~construction plans prior to award of contract.~~
- B.** The furnishing and installing of specific traffic signal equipment will be part of the construction to be undertaken by the City, and the State will reimburse the City for its contribution to the Project, as prescribed under Article 3, "Compensation."

## **Article 3. COMPENSATION**

- A.** The maximum amount under this agreement without modification is **\$13,797.00**. A cost estimate of the work authorized under this agreement is marked "Exhibit A," attached hereto and made a part of this agreement.
- B.** The State will reimburse the City the cost of furnishing and installing the traffic signal equipment according to the location and manner of construction as shown and described in the plans and specifications.
- C.** The State will reimburse the City for properly supported costs incurred under the terms and conditions of this agreement. Costs incurred prior to the issuance of a written "Work Order" by the State will not be reimbursed. Reimbursement will be made by the State to the City for labor, equipment use, materials, supplies, travel expenses, and warehouse or material handling charges provided the City has paid from City funds their obligations covering items of costs previously billed.

## **Article 4. PAYMENTS**

- A.** The City shall submit an invoice acceptable to the State upon completion of the Project and the State's acceptance thereof.
- B.** An original invoice should be submitted to the following address:

Texas Department of Transportation  
Attn: Director of Operations  
4777 E. Highway 80  
Dallas, TX 75150

All billing statements shall be properly documented, summarizing the costs by description of work performed, quantity of materials and devices, unit price, labor costs, and extensions.

- C.** The State shall make payment to the City within thirty (30) days from receipt of the City's request for payment, provided that the request is properly prepared, executed, and documented.
- D.** Unsupported charges or charges after final acceptance by the State will not be considered eligible for reimbursement. The State will prepare a final audit upon completion of the work authorized or at any time an audit is deemed to be in the best interest of the State.

## **Article 5. PERSONNEL, EQUIPMENT, AND MATERIAL**

- A.** The City will use labor and supervisory personnel employed directly by the City, and use City-owned machinery, equipment, and vehicles necessary for the work. In the event that the City does not have the necessary machinery, equipment, and vehicles necessary to

perform the work, the machinery, equipment, and vehicles may be rented or leased as necessary at the low bid price submitted by at least two approved bidders.

- B. Reimbursement for the use of materials purchased by other than competitive bid procedures will be made only if such procedures are shown to be in the public interest and provided the State shall have given prior approval for the use of said materials. All materials used for the work shall be new and undepreciated.

#### **Article 6. INSPECTION OF WORK**

- A. The State shall make suitable, frequent, and complete inspection of all materials and equipment, and the work of installation to determine and permit certification that the Project and its components meet all applicable requirements of the plans and specifications in suitable condition for operation and maintenance by the City after its completion.
- B. The City will provide opportunities, facilities, and representative samples, as may be required, to enable the State to carry on suitable, frequent, and complete inspection of all materials and application methods, sufficient to afford determination and certification by the State that all parts of the installation and the component materials comply with the requirements of the approved plans and specifications. The State will promptly notify the City of any failure of materials, equipment, or installation methods, and the City will take such measures as necessary to obtain acceptable systems components and installation procedures without delay.

#### **Article 7. TERMINATION**

- A. This agreement may be terminated by one of the following conditions:
  - (1) By mutual agreement and consent of both parties.
  - (2) By the State giving written notice to the City as a consequence of failure by the City to perform the services and obligations set forth in a satisfactory manner and within the limits provided, with proper allowances being made for circumstances beyond the control of the City.
  - (3) By either party, upon thirty (30) days written notice to the other.
- B. If, at any time, the City fails to assume the construction responsibilities as prescribed herein or the maintenance and operation responsibilities for the City's portion of the traffic signal equipment in a satisfactory manner as determined by the State, the State reserves the right to assume the construction responsibilities and/or to arrange for the maintenance and operation responsibilities at the expense of the City.

#### **Article 8. INDEMNIFICATION**

The City acknowledges that it is not an agent, servant, or employee of the State and thus is responsible for its own acts and deeds and for those of its agents or employees during the performance of the work defined in this agreement.

#### **Article 9. REMEDIES**

Violation or breach of contract terms by the City shall be grounds for termination of the agreement, and any increased cost arising from the City's default, breach of contract, or violation of terms shall be paid by the City. This agreement shall not be considered as

specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

**Article 10. DISPUTES**

Should disputes arise as to responsibilities and obligations as set forth in this agreement, the State's decision shall be final and binding.

**Article 11. SUBLETTING**

The City shall not sublet or transfer any portion of its responsibilities and obligations under this agreement unless specifically authorized in writing by the State. In the event subcontracts are entered into by the City, the subcontractors must adhere to the provisions of this agreement.

**Article 12. AMENDMENTS**

Changes in the time frame, character, responsibilities, or obligations authorized herein shall be enacted by written amendment. Any amendment to this agreement must be executed by both parties.

**Article 13. INSURANCE** (Mark out the following paragraph that is not applicable)

**A. Outside Insurance**

Prior to the City performing any work on this Project, the City shall furnish to the State a completed Certificate of Insurance (Form 1560, latest version) and shall maintain the insurance in full force and effect as long as this Project lasts and the City is responsible for the furnishing, installing, maintenance, and operation of the herein mentioned traffic signal equipment.

**B. Self Insured**

Prior to the City performing any work on this Project, the City shall furnish to the State a completed Certificate of Insurance (Form 1560, latest version) and shall maintain its self-insurance program in full force and effect as long as this Project lasts and the City is responsible for the furnishing, installing, maintenance, and operation of the traffic signal equipment. The State understands that the City is a self-insured entity for public liability purposes.

**Article 14. SUCCESSORS AND ASSIGNS**

The City shall not assign or otherwise transfer its rights or obligations under this agreement except with the prior written consent of the State.

**Article 15. 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, addressed to such party at the following respective addresses:

City:	State:
City of Lewisville ATTN: City Engineer PO Box 299002	Texas Department of Transportation Attn: Director of Operations 4777 E. Highway 80
Lewisville, TX 75057	Mesquite, TX 75150

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

**Article 16. INSPECTION OF CITY'S BOOKS AND RECORDS**

- A. The State shall, for purpose of termination of the agreement prior to completion, examine the books and records of the City for the purpose of checking the amount of the work performed and/or materials furnished by the City at the time of contract termination. The City shall maintain all books, documents, papers, accounting records, and other documentation pertaining to costs incurred under this contract and shall make such materials available to the State or its duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of final payment under this contract or until impending litigation is resolved. Additionally, the State and its duly authorized representatives shall have access to all records of the City which are directly applicable to this contract for the purpose of making audits, examinations, excerpts, and transcriptions. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State
  
- B. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract 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.

**Article 17. LEGAL CONSTRUCTION**

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

**Article 18. GOVERNING LAWS AND VENUE**

This agreement shall be construed under and in accordance with the laws of the State of Texas. Any legal actions regarding the parties' obligations under this agreement must be filed in Travis County, Texas.

**Article 19. PRIOR AGREEMENTS SUPERSEDED**

~~This agreement constitutes the sole and only agreement of the parties hereto and~~  
supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter.

**IN WITNESS WHEREOF**, the State and the City have signed duplicate counterparts of the agreement.

**THE CITY OF LEWISVILLE**

Executed on behalf of the City by:

By \_\_\_\_\_ Date \_\_\_\_\_

Typed or Printed Name and Title \_\_\_\_\_  
\_\_\_\_\_

**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 \_\_\_\_\_ Date \_\_\_\_\_

James K. Selman, P.E.  
Dallas District Engineer

## Exhibit A

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Controller Cabinet Assembly	1 ea	\$13,797 ea	<b>Total \$13,797.00</b>
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## MEMORANDUM

**TO:** Donna Barron, City Manager

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

**VIA:** Eric Ferris, First Assistant City Manager

**DATE:** July 29, 2016

**SUBJECT: Approval of a Professional Services Agreement with Halff Associates, Inc. in the Amount of \$608,750 for Design and Construction Phase Services Relating to the Timberbrook Neighborhood Improvement Project; Approval of a Total Project Design Budget of \$639,187; and Authorization for the City Manager or Her Designee to Execute the Agreement.**

### BACKGROUND

In 2012 city staff performed record research and field investigation of the Timberbrook neighborhood and identified streets with a history of utility breaks and poor paving conditions. The Timberbrook project funded in the 2015 GO Bond Program will replace paving, sanitary sewer, water and drainage improvements within the subdivision. The total project consists of reconstruction of sixteen streets within the subdivision including Walnut, Holly Oak, Mockingbird, and Redwing Drives from Timberbrook Lane to Live Oak Drive, Magnolia Drive, Hummingbird Circle, Dove, Quail and Cardinal Circles, Thrush Court, Sweet Gum Drive, Live Oak, Fern and Hemlock Courts, and Meadowlark Drive. This project consists of replacing the existing concrete pavement at its current width, new 5-foot wide sidewalks, sanitary sewer, water line and storm sewer improvements. In some cases, City utilities will be rerouted into the street from alleys and from in between houses providing for easier maintenance in the future.

### ANALYSIS

The engineer's estimated construction cost for the entire subdivision is \$9,874,000. Staff has negotiated a Professional Services Agreement with Halff Associates, Inc. in the amount of \$608,750 to include a utility alignment study, resident meetings, design services, surveying, subsurface utility exploration and geotechnical investigation for the entire project and construction administration for Phase 1 construction. The project will be designed such that construction can be performed in two phases if necessary with the first phase limited to approximately \$7 million dollars. In the event, the entire project is constructed at once, the contingency amount is more than adequate to cover construction administration for Phase 2. Halff Associates was chosen for this project as they previously completed designs for adjacent subdivision rehab projects, Serendipity Phases 1&2 and Bellaire Heights and are familiar with the City infrastructure in the area. Both of the previous projects were completed successfully and on time. Halff Associates also performed a drainage study for Timberbrook Subdivision in 2004. The data associated with the 2004 drainage study will be applicable for use in the new design saving time and design cost. A total amount of \$639,187 is requested, which includes \$30,437 (approximately 5%) for contingencies. Funding for professional services is available in the

Subject: PSA with Halff Associates, Inc. for Timberbrook  
July 29, 2016  
Page 2

Street Capital Projects. The design timeline for completion is 345 calendar days from notice to proceed and is exclusive of time for City staff reviews.

**RECOMMENDATION**

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



PROJECT LOCATION

BELLAIRE BLVD

DOVE

SWEETGUM DR

HUMMINGBIRD CIR

QUAIL CIR

THRUSH CT

RED WING DR

MAGNOLIA DR

CARDINAL CIR

TIMBERBROOK

MOCKINGBIRD DR

HOLLY OAK DR

MULBERRY

HOLLY OAK

WALNUT DR

MEADOWLARK DR

MEADOWLARK

HEMLOCK CT

FERN CT

BLUE OAK DR

RED OAK DR

LIVE OAK DR

FOX CREEK

LIVE OAK CIR

LOCATION MAP FOR  
TIMBERBROOK  
PROJECT NO. G1621

**PROFESSIONAL SERVICES AGREEMENT**  
**For**  
**Construction Plans for Timberbrook**  
**(Paving, Drainage, Water and Sanitary Sewer)**

The City of Lewisville, Texas, hereinafter called City, hereby engages Halff Associates, Inc., hereinafter called Consultant, to perform professional services in connection with preparation of construction plans for Timberbrook Subdivision Improvements (Paving, Drainage, Water and Sanitary Sewer), hereinafter called Project.

- I. **PROJECT.** The Project includes paving, drainage, water and sanitary sewer improvements for approximately 12,900 linear feet of residential and local streets in the Timberbrook Addition. The streets will be reconstructed to the same width as existing streets. Additionally, all sidewalks, driveways, alley returns, storm drain facilities, water and sanitary sewer mains within the street right-of-way will be reconstructed and/or replaced. Sanitary and storm sewer connections outside the street right-of-way will be required. The following streets are included:

Timberbrook Addition:

- Live Oak Drive
- Holly Oak Drive – Timberbrook Lane to Live Oak Drive
- Mockingbird Drive – Timberbrook Lane to Live Oak Drive
- Red Wing Drive
- Magnolia Drive
- Hummingbird Circle
- Dove Circle
- Quail Circle
- Cardinal Circle
- Thrush Court
- Sweet Gum Drive
- Walnut Drive
- Live Oak Court
- Fern Court
- Hemlock Court
- Meadowlark Drive – Timberbrook Lane to Walnut Drive

The project shall be designed such that construction can be performed in two phases with the first phase construction cost not to exceed seven million dollars (\$7,000,000). Streets to be included in Phase 1 will be determined during the design process. Bidding and construction phase services for only Phase 1 are included in this proposal. These services can be provided for an additional cost to be determined once the timing of Phase 2 construction is determined.

**II. SERVICES.** The Consultant will perform the following:

- A. Surveying needed for the design of the project.
- B. Subsurface utility engineering to determine horizontal and vertical location of a utility at up to five (5), unspecified locations.
- C. Preparation of conceptual design to determine preferred routes of proposed sanitary sewer and storm drain replacements. The purpose of this study is to remove sanitary sewer and/or storm drain mains located between existing homes or in alleys as feasible. Consultant will also address flooding issues outlined in the Timberbrook Addition Drainage Study prepared in 2004, Halff Project - AVO 22384.
- D. Preparation of construction plans suitable for review, permitting, bidding, construction, inspection and record keeping.
- E. Preparation of technical specifications required for bidding and construction of the project.
- F. Engage the services of a sub-consultant to perform subsurface borings to provide general geotechnical information needed for the design and construction of the project and provide paving recommendations.
- G. Permitting from the Texas Department of Licensing and Regulation for sidewalks and curb ramps.
- H. Provide construction control staking.
- I. Assist the City through the bidding/construction/closure phase of the project.
- J. Assist the City and attend up to two (2) public meetings to explain proposed project to residents.
- K. Perform miscellaneous services such as appearances before regulatory agencies, expert testimony in condemnation cases and other project related services not otherwise provided for and not customarily included as part of the services iterated in accordance with Attachment "B", Section IX.

A more detailed description of services is contained in Attachment "B", which is hereby included in this Professional Services Agreement by reference.

**III. COMPENSATION.**

The Consultant agrees to perform the services described herein for the amounts stated; and, the City agrees to make payments in the amounts stated. The total fee agreed to for all described services is \$ **608,750.00**. A breakdown of fees for various services is

included in Attachment "C", which is hereby included in this Professional Services Agreement by Reference.

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 agrees to defend, indemnify and hold the City, its officers, agents and employees harmless against any and all claims, lawsuits, judgements, 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 Consultant's breach of any of these terms and conditions or by any negligent or strictly liable act or omission of Consultant, its officers, agents, employees or subconsultants, in the performance of this Agreement; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from

the sole negligence or fault of the City, its officers, agents, employees or separate consultants, and in the event of joint and concurring negligence or fault of the Consultant and the City, responsibility and indemnity, if any, shall be apportioned in accordance with the law of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

**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 "D" 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 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 with the City of Lewisville must complete a conflict of interest questionnaire (which is available online at [www.ethics.state.tx.us](http://www.ethics.state.tx.us)) if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. 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.

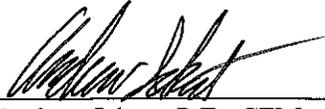
Said person should consult with legal counsel if they have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the City of Lewisville to comply with the filing requirements of Chapter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

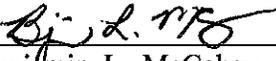
**CITY OF LEWISVILLE, TEXAS**  
Approved by the Lewisville  
City Council \_\_\_\_\_

**HALFF ASSOCIATES, INC.**

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

By:  \_\_\_\_\_  
Andrew Ickert, P.E., CFM  
Vice President

Attest: \_\_\_\_\_  
Julie Heinze, City Secretary

Attest:  \_\_\_\_\_  
Benjamin L. McGahey, P.E., Senior  
Project Manager

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

Date: 7/26/2016

**CITY OF LEWISVILLE**  
151 West Church Street  
Lewisville, Texas 75057

**HALFF ASSOCIATES, INC.**  
4000 Fossil Creek Boulevard  
Fort Worth, Texas 76137

**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 subconsultants. 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 limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$500,000 per injury, \$500,000 per occurrence, and \$500,000 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**

“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**

Consultant agrees to defend, indemnify and hold the City, its officers, agents and employees harmless against any and all claims, lawsuits, judgements, 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 Consultant’s breach of any of these terms and conditions or by any negligent or strictly liable act or omission of Consultant, its officers, agents, employees or subconsultants, in the performance of this Agreement; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City, its officers, agents, employees or separate consultants, and in the event of joint and concurring negligence or fault of the Consultant and the City, responsibility and indemnity, if any, shall be apportioned in accordance with the law of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

**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" SERVICES

### Construction Plans for Construction Plans for Timberbrook (Paving, Drainage, Water and Sanitary Sewer)

This Attachment "B" further defines the services to be performed by Halff Associates, Inc. in conjunction with preparation of construction plans for Timberbrook Subdivision Improvements (Paving, Drainage, Water and Sanitary Sewer). Our services include the following:

- I. **Project.** The Project includes paving, drainage, water and sanitary sewer improvements for approximately 12,900 linear feet of residential and local streets in the Timberbrook Addition. The streets will be reconstructed to the same width as existing streets. Additionally, all sidewalks, driveways, alley returns, storm drain facilities, water and sanitary sewer mains within the street right-of-way will be reconstructed and/or replaced. Sanitary and storm sewer connections outside the street right-of-way will be required. The following streets are included:

#### Timberbrook Addition:

- Live Oak Drive
- Holly Oak Drive – Timberbrook Lane to Live Oak Drive
- Mockingbird Drive – Timberbrook Lane to Live Oak Drive
- Red Wing Drive
- Magnolia Drive
- Hummingbird Circle
- Dove Circle
- Quail Circle
- Cardinal Circle
- Thrush Court
- Sweet Gum Drive
- Walnut Drive
- Live Oak Court
- Fern Court
- Hemlock Court
- Meadowlark Drive – Timberbrook Lane to Walnut Drive

The project shall be designed such that construction can be performed in two phases with the first phase construction cost not to exceed seven million dollars (\$7,000,000). Streets to be included in Phase 1 will be determined during the design process. Bidding and construction phase services for only Phase 1 are included in this proposal. These services can be provided for an additional cost to be determined once the timing of Phase 2 construction is determined.

**II. Surveying.** The Consultant shall provide surveying services, which, in general, may be defined as normal services applicable to a project of this type. The following particulars will also apply.

1. Vertical benchmarks shall be established such that all points of construction shall be within 300 feet of a benchmark. Benchmarks should not be subject to loss during construction. Fire hydrants and similar appurtenances are not to be used for benchmarks. The City will furnish one or more benchmarks for this project. The surveyor shall establish temporary benchmarks throughout the length of the project.
2. Topographic features will be surveyed along with any and all other features needed for design, review, permitting, construction and inspection of the project. Coverage will extend beyond the proposed rights-of-way far enough to integrate the design with the adjacent property features, including driveways and walkways. All trees located in or near the parkway will be tied and the size, species and condition noted.
3. Existing property corners, iron pins, etc. shall be tied in order to establish existing rights-of-way. Prior to surveying on private property, the surveyor shall obtain oral permission from the property owners and/or tenant. If permission cannot be obtained, the City will assist or other arrangements worked out.
4. Field surveys of stream cross-sections shall be provided at all outfalls or other hydraulic structures to Fox Creek. Surveys shall be representative of the natural ground of the channel and overbanks. Surveys of culvert outfalls or other hydraulic structures shall be representative of the hydraulic structure's geometry. Measurements and survey points defining the geometry of the hydraulic structures shall all be recorded in field notes.
5. Construction Control Staking – During the construction phase, the Consultant shall provide construction control staking for use by the contractor. Control monumentation set during design surveys shall be checked and/or re-established. Offset line and grade stakes for pavement back of curb, storm drain, water and sanitary sewer lines, including appurtenances shall be set by the Contractor. A minimum of five (5) days notice must be given before start of construction control staking. Any lost or destroyed stakes shall be replaced at the Contractor's expense. If requested, the Consultant shall verify, by survey, line and grade of the proposed improvements to assure the City that the improvements are constructed in accordance with the plans and specifications.

**III. Subsurface Utility Engineering.** Halff will perform SUE in accordance with ASCE CI/ASCE 38-02 "Standard Guideline for the Collection and Depiction of

Existing Subsurface Utility Data.” This standard defines the following Quality Levels:

Quality Level A: Precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, usually at a specific point. Minimally intrusive excavation equipment is typically used to minimize the potential for utility damage. A precise horizontal and vertical location, as well as other utility attributes, is shown on plan documents.

Quality Level B: Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. Quality Level B data should be reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents.

Quality Level C: Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to Quality Level D information.

Quality Level D: Information derived from existing records or oral recollections.

1. Locating (Vacuum Excavation) – Level A. Up to five (5) test holes will be performed on utilities at locations specified by the City of Lewisville and/or Halff’s Design Engineer. Halff will dig a 12”x12” test hole, record the depth, backfill and compact hole, and restore the surface to its original condition. An iron rod with cap or “x-cut” will be set to mark the location of the test hole. Halff will make a good faith effort to locate all utilities, but shall be compensated for work performed even if the utility is not located. A hand drawn Test Hole Data Form will be completed for each hole performed indicated depth, size, condition and material of the utility. Test holes will be surveyed as part of the design survey task.
2. Designating – Level B. Designating is not included in this proposal.
3. Surveying – Level C. The surveying and plotting of visible, above-ground utility features are included as part of the Design Survey scope of work.
4. Records Research – Level D. Available records for City of Lewisville infrastructure will be provided to Halff by the City of Lewisville.

**IV. Construction Plans.** The Consultant shall develop construction plans for review, permitting, bidding, construction, inspection and record keeping. In general,

construction plans shall be consistent with normal practice for projects of this nature. The following particulars will also apply. The construction plans will consist of numerous sheets ordered as follows:

1. Title Sheet – (Sheet No. 1). The title sheet(s) shall include a location map drawn to a scale of 1" = 1000', approximately ten inches square. It shall also include a sheet index with drawings numbered consecutively and without subscripts. Additionally, the title sheet(s) shall show the project name "Timberbrook (Paving, Drainage, Water and Sanitary Sewer)", project number, date, City logo, Consultant's name, address, and telephone number and other items as may be specified.
2. Project Layout Sheet(s). The project layout sheet(s) shall be drawn to a scale of 1" = 200' and laid out with the north arrow pointed up on the sheet. The purpose of the project layout is to depict the project in a simplified view. Major items of work shall be shown without excessive detail. This sheet(s) may include a listing of abbreviations, legend, general notes, and key map.
3. Typical Sections. Typical sections shall be drawn to scales of 1" = 5' h and 1" = 2' v and shall depict a view looking north or east. As a minimum, typical sections are to be drawn showing the relationship of the existing and proposed storm drain, water and sanitary sewer lines to existing and future street improvements. Typical sections should include existing roadways, utilities, right-of-way lines, etc., along with all proposed improvements and should depict all significant items of work. Each section should extend beyond the easement and rights-of-way a sufficient distance to clearly show the relationship between the proposed improvements and the existing properties. Typical sections shall be prepared at critical areas and be sufficient in number to show different cross slopes and relationship with street/retaining walls and street/alley/driveways.
4. Plan and Profile Sheets. Plan-profile sheets shall be arranged from south to north and from west to east, with the north arrow up or to the right on the sheet. Plan-profile sheets shall be drawn at a scale of 1" = 20' h and 1" = 4' v. Stationing shall be from south to north or west to east with the beginning station being set at approximately 0+00. Each plan-profile sheet should include no more than 500 feet of improvement; thus, leaving ample margins both left and right. The plan and profile station should align vertically on the sheet with the proposed centerline drawn parallel to the profile grid. When there is a centerline curvature, the plan-profile should be drawn so that as much of the plan view is in alignment as possible. Plan-profile sheets shall depict all existing and proposed items pertinent to the project.
5. Detail Sheets. The City's standard drawings may be used as a beginning point in developing standard details for this project. They will not be simply copied, but shall be reviewed and modified for this project. Where other

agency standards are used, they shall be reduced as necessary to fit on the City's standard sheet format with complete title block.

6. Miscellaneous. Construction plans also need to address retaining walls, erosion control, general construction sequencing and traffic control, demolition, fencing and all other improvements.
7. Cross Sections. Cross sections shall be drawn at a scale of 1" = 10' h and 1" = 5' v on sheets of 1-inch grids horizontal and vertical. They shall be arranged from bottom to top of the sheet looking up station and shall show existing and proposed improvements. Generally, no more than nine (9) sections per sheet are to be plotted. Each section should extend beyond the rights-of-way a sufficient distance to clearly show the relationship between the proposed improvements and the existing properties. Cross sections shall be drawn at critical locations, at every driveway and at a maximum spacing of 50 feet.
8. Review Plans. The Consultant shall develop conceptual plans and profiles and estimates of probable cost at the 30% milestone for review and comment to determine the feasibility of the project and to confirm constructability and cost before developing preliminary plans. Preliminary plans shall be prepared and submitted at the 60% milestone. Final plans shall be prepared and submitted at the 90% and 100% milestones. Also, the Consultant may submit plan sheets or working drawings to the City for review and comment to reduce the number of revisions that otherwise would be required. During development of the plans, the Consultant shall attend meetings as needed. Two (2) public meetings with residents will be held. The first during design and the second after a Contractor has been chosen. The Consultant shall prepare and present a project layout exhibit and give a presentation at the public meetings. The Consultant shall, in company with the City, perform at least one plans-in-hand review at each milestone.
9. Drainage and Sanitary Sewer Study. – The Consultant shall analyze existing storm and sanitary sewers to determine the feasibility of re-routing the proposed mains out from between lots and alleys. Consultant shall meet with City staff to discuss results. If re-routing is feasible, the Consultant shall proceed with developing construction plans.
10. Design. – The design of the project shall be in general accordance with the City of Lewisville General Development Ordinance, City of Lewisville Drainage Criteria Manual, City of Lewisville Standard Details, Texas Accessibility Standards and good engineering practices.
11. Utility Coordination. - During the design phase, the Consultant shall contact various utility companies and obtain information relating to existing utility lines. The design should avoid major utility relocations, where practical.

Where they are required, proposed relocations or replacements will be shown in plan and profile. Consultant shall attend one (1) utility coordination meeting and provide selected plans to franchise utility companies.

12. Prints. – The Consultant shall provide prints of construction plans for review and permitting. Two sets of plans will be submitted to the City for each review stage. The Consultant will provide utility companies with copies of plans for review. The City will provide prints for bidding and construction.
13. General. – Construction plans shall be developed on electronic files compatible with the City's Intergraph CADD system – Microstation. Construction plans shall also be furnished on 22" x 34" sheets and on a compact disc in PDF format. The City's standard format shall be used. All review prints shall be furnished on 22" x 34" sheets. Construction plans shall be suitable for half-scale reduction and shall be provided as follows: one set of 11" x 17" paper originals drawn by laser plotter.

V. **Specifications.** The Consultant shall prepare technical specifications required for bidding and constructing the project. Only specifications amending or supplementing COG specifications need be furnished. Under this section, the Consultant shall also provide a listing of bid items with quantities and construction cost estimates. Specifications, bid items and quantities shall be furnished by electronic file.

#### VI. **Bidding, Construction, Closure.**

1. Bidding. – During the bidding phase, the Consultant will assist the City by addressing technical questions and preparing construction plan addenda for issuance by the City. The Consultant will attend the pre-bid meeting.
2. Public Meeting. – After bidding and before construction, the Consultant shall attend a second public meeting, give a presentation, and provide exhibits to illustrate scope of improvements and sequence of construction.
3. Construction. – The Consultant will not be required to assist the City in evaluating bids, nor will the Consultant be required to attend the bid opening or prepare the bid tabulation. The Consultant's design engineer and/or project manager shall attend the pre-construction meeting and shall visit the site at least once per calendar month to evaluate the general progress of the construction. Monthly reports shall be prepared and forwarded to the City outlining any deviations noted from the requirements of the contract documents. The Consultant will not be responsible for the contractor's work, nor shall the Consultant be required to perform inspection services. The Consultant shall assist the City in the preparation of field changes and/or change orders which may become necessary for the orderly completion of the

project. The Consultant shall assist the City in performing a final walk-through inspection and prepare a written "final punch list".

4. Closure. – The Consultant shall prepare record drawings, incorporating all changes provided by the Contractor and known variations to provide the City the best possible set of record drawings. The final record drawings shall be furnished on mylar, of the same specification as provided for in the Agreement, and on CD.

**VII. Geotechnical Investigation.** The Consultant shall engage a geotechnical subconsultant to provide sub-surface investigations in the form of boring logs. Borings shall be of sufficient depth and spacing to provide general information needed for the design and construction of the project but no less than twenty (20) feet deep. The geotechnical subconsultant shall be selected by the Consultant using the standard two-step method complying with applicable state laws guidelines established by the Texas State Board of Registration for Professional Engineers. The City should be contacted for concurrence of the recommended geotechnical sub-consultant. The City will pay 110% of the subconsultant's fee to the Consultant.

**VIII. Permitting.** The Consultant shall prepare applications to the Texas Department of Licensing and Regulation (TDLR), or engage the service of a state approved contract provider, for code review of sidewalks and ramps. After construction the Consultant will notify TDLR or the contract provider of completion date. Consultant will address any questions or issues by TDLR as a result of review and inspection.

**IX. Miscellaneous.** Miscellaneous services not provided for herein and not generally associated with a project of this type will be paid for under an amendment to this Agreement and for an additional fee.

## ATTACHMENT "C" COMPENSATION

### Construction Plans for Timberbrook (Paving, Drainage, Water and Sanitary Sewer)

This Attachment "C" further defines the basis of compensation to the Consultant for the services rendered.

- I. Basic Fee Services** - The basic fee for the services as described in Attachment "B" will be \$ 505,000 which includes printing, direct costs and computer charges normally associated with production of these services and reproduction of up to fifteen (15) sets of plans for review purposes.

The basis of compensation for Basic Fee services shall be as follows:

1. \$ 140,000 for Conceptual Design Phase (30% submittal)
2. \$ 140,000 for Preliminary Design Phase (60% submittal)
3. \$ 140,000 for Final Design Phase (90% submittal)
4. \$ 47,000 for Final Design Phase (100% complete)
5. \$ 38,000 for Construction Phase Services, maximum not to exceed

Items (1) through (5) 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.

- II. Special Services** – The maximum not-to-exceed fee for the special services as described in Attachment "B" will be \$ 103,750, which includes printing, direct costs and computer charges normally associated with production of these services. The basis of compensation for Special Services shall be 2.30 times salary cost up to the maximum not-to-exceed fee. The following table summarizes special services fees.

TASK DESCRIPTION	FEE
II.1-2. Design Surveys	\$ 61,000
II.4. Construction Control Staking Verification	\$ 5,000
III.1. Subsurface Utility Engineering (Level A) (5 at \$1,250/TH)	\$ 6,250
IV.9. Storm & Sanitary Sewer Study	\$ 10,000
VII. Geotechnical Investigation	\$ 20,000
VIII. TDLR Submittal including Review, Inspection and Filing Fees (Timberbrook)	\$ 1,500

<b>TASK DESCRIPTION</b>	<b>FEE</b>
<b>TOTAL SPECIAL SERVICES</b>	<b>\$ 103,750</b>

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

The total maximum fee for all services is **\$ 608,750**.

## ATTACHMENT "D" TIME OF COMPLETION

### Construction Plans for Construction Plans for Timberbrook (Paving, Drainage, Water and Sanitary Sewer)

The Consultant agrees to perform its services in accordance with the schedule below, to the extent over which the Consultant has control. The City agrees to review plans and other submittals and to arrange meetings in a timely manner.

- I. **Commencement of Work** – The City agrees to issue written authorization to proceed as soon as practical after approval by the Lewisville City Council. The Consultant agrees to commence work in accordance with the Agreement within ten (10) working days following receipt of a written authorization.
  
- II. **Time Line** – The following items of work shall be completed within the time line indicated.
  1. Completion/furnishing storm drain and sanitary sewer study including estimates of probable cost, sufficient to allow general approval of storm drain and sanitary sewer alignments: 75 calendar days from date of written authorization.
  2. Completion/furnishing 30% conceptual plans and estimate of probable cost, sufficient to allow general approval of street horizontal and vertical alignment and to confirm the preliminary construction cost estimate: 150 calendar days from date of written authorization.
  3. Completion/furnishing 60% preliminary plans sufficient for forwarding to utility companies to plan adjustments: 225 calendar days from date of written authorization excluding City review time.
  4. Completion/furnishing 90% final plans, specifications, bid quantities, and construction cost estimate: 300 calendar days from date of written authorization excluding City review time.
  5. Completion/furnishing 100% final plans, specifications, bid quantities, and construction cost estimate: 345 calendar days from date of written authorization, excluding City review time.
  6. Bidding and construction services shall correspond to City's schedule and construction time.
  7. Closure: 60 calendar days from the date of construction completion.

## MEMORANDUM

TO: Donna Barron, City Manager

VIA: Keith Marvin, P.E., Director of Public Services

FROM: Karen Emadiazar, Utilities Manager, Public Services

DATE: July 27, 2016

SUBJECT: **Approval of Change Order No. 1 Modifying the Contract to JNA Painting and Contracting Co. in the amount of \$132,072 for a Revised Contract Amount of \$770,662 for the Painting of the C.R. Feaster Water Plant Exterior and Filter and Chemical Rooms; a 60-Day Extension of the Contract Time and Authorization for the City Manager to Execute the Contract.**

### BACKGROUND

On January 4, 2016 City Council approved a contract with JNA Painting and Contracting Co. for the repainting of the C. R. Feaster Water Treatment Plant pipe gallery, plant clarifiers, flocculation basins, and equipment for the production of drinking water. The contract included provisions for the surface preparation, blasting and coating of the piping, walls, tanks, and ferrous surfaces and includes the removal, containment and disposal of the debris and spent media; removal and installation of a new dehumidification unit, welding services to repair the existing structures, tank disinfection and repainting. Four alternates were included in the original proposals, but were not selected at the time of the original contract award due to time constraints in achieving all the proposed work.

### ANALYSIS

Change Order No. 1 is for the four alternates that were not part of the original award, including the painting of the filter rooms, the chemical room and the exterior of the C.R. Feaster Water Plant building. Timing of this work must be coordinated with plant operations over winter months in order to shutdown areas of the treatment plant. The Contractor has agreed to return and complete the remaining work as part of this change order, which covers the labor, materials and equipment necessary to paint these areas, as specified in the original bid. This work will be scheduled to take place after November 1, 2016 and be completed by February 15, 2017.

Funding for this additional work is available in the project's Capital Improvement Project fund. The original contract award included a contingency amount of \$31,929.50. This contingency has not been used, and is being applied to this change order to reduce the overall impact to the project.

Subject: Contract to JNA Painting and Contracting Co.

July 27, 2016

Page 2 of 2

**RECOMMENDATION**

It is City staff's recommendation that the City Council approves the change order as set forth in the caption above.

**CITY OF LEWISVILLE, TEXAS**  
**Water Treatment Plant Painting**  
**RFP No. 16-09-C**

**CHANGE ORDER NO. 1**

**A. INTENT OF CHANGE ORDER**

The intent of this change order is to modify the provisions of the contract entered into between the City of Lewisville, Texas and JNA Painting & Contracting Co., Inc., 7202 Eastern Ave., Baltimore, MD 21224, for painting at the Water Treatment Plant Painting project, dated January 4, 2016.

**B. DESCRIPTION OF CHANGE**

This change order covers the labor, materials and equipment necessary to paint items identified as Alternates 1, 2, 3 and 4 of the original bid. Work to take place after the summer demands after November 1, 2016 and be completed February 15, 2017. City to shutdown one-half of plant at a time for the work. JNA Painting to coordinate with the City for shutdown.

**C. EFFECT OF CHANGE ON CONTRACT AMOUNT**

This change order will have the following effect on the cost of this project:

Item No.	Description	Previous Quantity	Quantity This C.O.	Revised Quantity	Unit	Unit Price	Amount of Change
Alt-1	For Painting Filter Room West	0	1	1	L.S.	\$ 29,960.00	\$ 29,960.00
Alt-2	For Painting Filter Room East	0	1	1	L.S.	\$ 29,532.00	\$ 29,532.00
Alt-3	For Painting Chemical Room	0	1	1	L.S.	\$ 29,690.00	\$ 29,690.00
Alt-4	For Painting Building Exterior	0	1	1	L.S.	\$ 42,890.00	\$ 42,890.00
<b>Total:</b>							<b>\$ 132,072.00</b>

Original Contract Amount:	\$	670,519.50
Change Order No. 1	\$	132,072.00
Less Contingency	\$	(31,929.50)
<b>Revised Contract Amount:</b>	<b>\$</b>	<b>770,662.00</b>

**D. EFFECT OF CHANGE ON CONTRACT TIME**

The work required under this change order will not add any additional calendar days to this project.

Original Contract Time	154	calendar days
Change Order No. 1	60	calendar days (exclusive of the 154-days)
<b>Revised Contract Time:</b>	<b>214</b>	<b>calendar days</b>

E. AGREEMENT

By the signatures below of duly authorized agents, the City of Lewisville, Texas and JNA Painting & Contracting Co., Inc., do hereby agree to append this Change Order No. 1 to the original contract between themselves, dated January 4, 2016.

CITY OF LEWISVILLE  
Owner

JNA PAINTING & CONTRACTING CO., INC.  
Contractor

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_  
(please print)

Name: NICK ANASTASIS  
(please print)

Title: \_\_\_\_\_  
(please print)

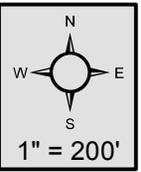
Title: President  
(please print)

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

Date: 7-18-16

Attest: \_\_\_\_\_

Attest: Gus Kdelis



CR FEASTER WATER PLANT

JONES ST

CRESCENT

COWAN ST

MORNINGSIDE

LAKESIDE

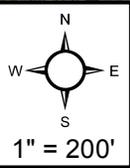
CATALPA

COTTONWOOD

DCTA RAIL

MIL ST

LOCATION MAP  
FOR  
CR FEASTER WATER PLANT



CR FEASTER WATER PLANT

JONES ST

CRESCENT

COWAN ST

MORNINGSIDE

LAKESIDE

CATALPA

COTTONWOOD

MILL ST  
DCTARAIL

LOCATION MAP  
FOR  
CR FEASTER WATER PLANT

## MEMORANDUM

**TO:** Donna Barron, City Manager

**THROUGH:** Brenda Martin, Finance Director

**FROM:** Todd White, Purchasing Manager

**DATE:** August 2, 2016

**SUBJECT: Approval of Wrecker Services Contracts Between the City of Lewisville and Brad's Towing Services, Inc., and Recovery Systems, Inc., dba Pro-Tow Wrecker, for the Provision of Towing and Wrecker Services; and Authorization for the City Manager to Execute the Contracts.**

### BACKGROUND

These contracts cover wrecker service, as well as the operation and maintenance of a vehicle impound and storage facility, including the auctioning of unclaimed vehicles. The contracts establish rates to be charged to the public, and outline moneys to be paid to the City during the course of providing these services. The State statutes that govern municipal purchasing do not apply to these services, as no City funds are being expended.

### ANALYSIS

These contracts are a source of revenue for the City. Each company will pay the City 25% of the gross proceeds from the sale of each vehicle auctioned on behalf of the City. In addition, each company will pay the City 12 ½ % of gross revenue resulting from all City-directed pulls.

### RECOMMENDATION

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

## MEMORANDUM

**TO:** Todd White, Purchasing Manager

**FROM:** Russ Kerbow, Police Chief

**DATE:** August 3, 2016

**SUBJ:** **Approval of Wrecker Services Contracts Between the City of Lewisville and Brad's Towing Services, Inc., and Recovery Systems, Inc., dba Pro-Tow Wrecker, for the Provision of Towing and Wrecker Services; and Authorization for the City Manager to Execute the Contracts.**

### BACKGROUND

The City contracts for wrecker services to impound vehicles at the police department's request and auction unclaimed vehicles on the City's behalf. The current contracts with Brad's Towing Services, Inc., and Recovery Systems, Inc., dba Pro-Tow Wrecker have expired and the City has negotiated new contracts.

### ANALYSIS

The contracts negotiated and under consideration by Council now provide more revenue to the City in comparison to the 2010 contract. Under the previous contract the City would only receive \$10 per vehicle auctioned plus 2% of the gross proceeds from the sale of the impounded vehicle. The new contracts, if accepted by the City, will provide 25% of the gross proceeds from the sale of each vehicle auctioned on behalf of the City. In addition, each company will pay the City 12 ½ % of gross revenue resulting from all City-directed tows. Based upon previous years' activity, the police department estimates that revenue from auction sales to be \$48,742 compared to \$6,494. In-direct tow revenue is estimated at \$93,711 annually compared to \$0 dollars (this is an entirely new revenue stream). Total revenue is \$142,453 compared to \$6,494 annually under the old contract.

### RECOMMENDATION

The police department supports the recommendation by Purchasing that the City Council approve the contracts as set forth in the caption above.

## WRECKER SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between Brad's Towing Service, Inc. (hereinafter the "Contractor") and THE CITY OF LEWISVILLE, TEXAS (hereinafter the "City").

### WITNESSETH:

WHEREAS, the City is a home-rule municipality with the power and authority to regulate the storage, parking and towing of vehicles within its corporate city limits; and

WHEREAS, the City desires to enter into an agreement with a wrecker service to remove, at the request of the City, vehicles which (i) violate City ordinances; (ii) violate state law; (iii) otherwise need to be removed (including incident management tows); or (iv) must be towed and there is no request by the person in charge of such vehicles to utilize another provider of such service; and

WHEREAS, the City also desires to enter into an agreement with a wrecker service to operate and maintain a vehicle storage facility and to provide for the disposition of unclaimed stored vehicles; and

WHEREAS, Contractor maintains all required licenses and certifications of any kind in connection with commercial towing and vehicle storage, and shall, during the term of this Contract, meet any additional license or certification requirements for commercial towing and/or vehicle storage companies that may be imposed by any federal, state or local authority; and

WHEREAS, Contractor shall provide all labor, supervision, materials and equipment necessary for towing and wrecker service for the City, for the maintenance and operation of a vehicle storage facility and for the disposition of unclaimed stored vehicles.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements as set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**Section 1. Recitals.** That the above recitals are found to be true and correct and incorporated herein for all purposes.

**Section 2. Definition of Vehicle.** The term "vehicle" as used in this Contract means, but is not limited to, automobiles, trucks, trailer combinations, boats, mopeds,

motorcycles, and other objects which cannot be operated under their own power if for some reason must be transported in the tow and/or control of another vehicle.

**Section 3. Grant of Rights.** The City hereby grants to Contractor, for a term set forth herein, the right to perform the following services:

- (1) Tow and remove, at the request of the City, vehicles which (a) violate City ordinances; (b) violate state law; (c) otherwise need to be removed (including incident management tows); or (d) must be towed and there is no request by the person in charge of such vehicles to utilize another provider of such service (collectively "City-directed pulls");
- (2) Operate and maintain a vehicle storage facility; and
- (3) Dispose of unclaimed stored vehicles.

**Section 4. Term.** The initial term of this Contract shall be a period of three (3) years commencing upon the effective date hereof; and will have an option to extend for up to two additional one-year periods, subject to the approval of the City and the contractor.

**Section 5. Suspension/Termination.**

A. The City may suspend its use of Contractor's services under this Contract by giving the Contractor one (1) written notice. Reasons for suspension may include, but are not limited to, unsatisfactory service on the part of Contractor and failure to perform according to the terms of this Contract on the part of Contractor.

B. The City may terminate this Contract with or without cause by giving Contractor thirty (30) days written notice.

C. Upon delivery of a notice of suspension or termination, Contractor shall continue to preserve and store vehicles already in its possession until all vehicles have either been properly claimed or auctioned. Contractor is entitled to payment for towing, preservation, storage and other fees allowed by law for those vehicles stored at the time of termination. The City shall have no further obligations to utilize Contractor after such termination.

**Section 6. Fees.**

A. All towing, storage, notification, and other fees shall be collected by Contractor. The City shall not participate, in any manner, in the collection of fees.

B. Contractor agrees that it shall not charge or seek to collect from the City, any fees or costs incurred by Contractor for the towing of City vehicles or vehicles seized by the City.

C. The "Fee Schedule for Wrecker Service" is attached hereto as **Exhibit "A"** and incorporated herein for all purposes as if fully set forth herein. Such fees shall be the only charges made for vehicles pulled or stored under the provision of this Contract and shall not be increased during the term or extension(s), if any, of this Contract.

D. Contractor agrees that a labor fee may be charged when additional manpower or equipment is necessary to accomplish the tow.

- (1) Contractor may charge a labor fee if a vehicle is:
  - (a) Submerged or partially submerged in water;
  - (b) Overturned;
  - (c) In a ravine;
  - (d) A semi-truck and trailer combination;
  - (e) On railroad tracks;
  - (f) Through a wall or must be winched off a wall; and
  - (g) Out in a field.
- (2) The labor fee will begin when Contractor arrives at the scene and ends when the Contractor finishes the required labor or leaves the scene, whichever occurs first.
- (3) The labor fee will be applied for every additional wrecker or piece of equipment dispatched.

#### **Section 7. Contract Administrator / Complaint Resolution**

A. Contractor shall appoint a Contract Administrator or designated person capable of setting company policy to represent the Contractor. The Contract Administrator will be the contact for the Chief of Police or his designee. The Contract Administrator will be responsible for answering any questions related to service and the handling of complaints. The Contract Administrator's information shall be provided to the City within twenty-four (24) hours of the effective date of this Contract. If for any reason the Contract Administrator changes, the Contractor agrees to provide the updated contact information for the subsequent Contract Administrator within three (3) business days of the change. Contractor shall maintain this information and ensure it is accurate.

B. Contractor shall respond, in writing, to all complaints or requests by the City within three (3) business days.

## **Section 8. Towing and Wrecker Services.**

A. At all times, twenty-four (24) hours a day, seven (7) days a week, three-hundred-sixty-five (365) days a year, Contractor shall maintain personnel on duty who shall be able to respond to a City request for towing and wrecker service and to requests for release of vehicles stored and parked on Contractor's property.

B. Contractor shall respond to City-directed pulls by arriving at the location requested within twenty (20) minutes from the time the request for such service is received by Contractor or within forty-five (45) minutes when a heavy duty wrecker is required. Requests may be initiated by telephone or by electronic means as agreed to by Contractor and the City. The City retains the right to cancel a request for towing and wrecker service at any time, including after arrival, without incurring a charge. In addition, if the Contractor fails to arrive on the scene within the allotted time, a penalty of \$100 may be assessed at the City's discretion and the City reserves the right to call another towing vendor.

C. Contractor shall obey all traffic laws and ordinances when responding to or leaving from a City-directed pull unless directed otherwise by a peace officer.

D. Contractor shall not refer any calls to another wrecker service company. If Contractor is unavailable or unable to respond to the City's call for service in the time required or cannot upright or tow the disable vehicle, Contractor must advise the City, and the City will contact another wrecker service. At no time will Contractor subcontract any of the services outlined in this Contract, unless agreed to, in writing, by the City.

E. Contractor shall have the right to continue to provide towing and wrecker services to persons other than the City; provided, however, that calls and requests for towing and wrecker service made by the City shall have immediate and absolute priority over any other calls received.

F. Contractor shall remove and properly dispose of all glass, debris, or any other objects left in the roadway from an accident where a response has been made for services pursuant to this Contract. Contractor shall use sand or an oil absorbent material on areas where any fluids have leaked from wrecked vehicles.

G. Contractor shall tow, park, and store all vehicles in a safe, secure and workmanlike manner. Contractor shall be responsible for any damage to a vehicle towed by Contractor.

H. Contractor shall train all its responders and managers in Freeway Incident Management as provided by the North Central Texas Council of Governments.

I. The Contractor shall, during all periods of this Contract, make available competent supervision of employees to assure complete and satisfactory fulfillment of the work and the terms of this Contract. A capable, fully authorized representative of the Contractor must be available during all work activities to receive any and all instructions from the City.

J. Contractor agrees to tow City vehicles and perform road service, such as changing flat tires or jumping batteries, on City vehicles at no charge. Said towing and road service shall be provided at all times, twenty-four (24) hours a day, seven (7) days a week, three-hundred-sixty-five (365) days a year, within the City limits or a twenty-five (25) mile radius surrounding the City. The average response time for said towing or road service shall be no greater than thirty (30) minutes within the City limits and no more than forty-five (45) minutes outside the City. Mileage may be charged at rate of \$0.20 per mile for the transport of City-owned equipment beyond the twenty-five (25) mile radius.

K. Contractor agrees to waive all towing fees for any citizen of Lewisville whose vehicle is stolen and recovered in Lewisville. Contractor also agrees to waive all storage fees for said vehicle, provided that said vehicle is claimed within 24 hours of the tow. If said vehicle is not claimed within 24 hours of the tow, storage fees may begin to accrue (minus the first 24 hours).

L. Contractor agrees not to charge a fee for any mistaken tows initiated by the City such as for abandoned vehicles, no proof of insurance tows or seized vehicles.

M. The City may instruct the Contractor to release a vehicle at no cost for reasons determined by the City to better serve the public. Said no cost releases shall be limited to a maximum of three (3) per month.

N. Contractor shall not solicit any wrecker service business in any manner at the scene of a wrecked or disabled vehicle. This prohibition applies regardless of whether the solicitation is for the purpose of towing, repairing, wrecking, storing, trading or purchasing the vehicle. If Contractor has not been called by the City or owner/operator of a vehicle to the scene of an accident or disablement, its presence at the scene shall be prima facie evidence of solicitation in violation of this Contract.

O. Contractor shall comply with the instructions given by City personnel during City-directed pulls.

P. Failure to correct all conditions, discrepancies and/or problems not in compliance with the Contract within twenty-four (24) hours from written notice will result in a penalty, paid to the City, in the amount of \$200.00 per day.

Q. The Contractor agrees to pay the City a minimum of twelve and one half percent (12 1/2%) of gross revenue resulting from all City-directed pulls. Payments are due on or before the 10th day of each month. Gross revenues from City-directed pulls shall be defined as all revenues generated from performing City-directed pulls under this Contract, but excluding sales tax, requests for towing and wrecker service on City-owned vehicles and equipment, and state mandated pound and registered notice fees.

### **Section 9. Equipment.**

A. Contractor will maintain and have available for towing and wrecker service as required by this Contract the following equipment, as a minimum:

- (1) Three (3) wreckers with a minimum towing capacity of 4,000 pounds;
- (2) One (1) hydraulic wheel lift for towing late model vehicles;
- (3) Trailer and sling for towing motorcycles;
- (4) Dollies for towing damaged vehicles;
- (5) Two (2) tandem axle tow trucks with minimum 50,000 pound gross vehicle weight, with individual boom capacity of not less than 50,000 pounds and two individual hydraulic power winch pulling capacity of not less than 25,000 pounds each, and a total rating of not less than 50,000 pounds; and
- (6) Other equipment as may be needed from time to time, including vehicle mounted air compressors, portable air tanks, brooms, towing chains, electric winch, etc.

B. Contractor shall maintain and have available equipment to remove, within a reasonable time, a vehicle weighing up to forty (40) tons and to remove, within a reasonable time, a vehicle submerged within 100 feet of a shoreline.

C. Contractor must provide the City with a list of towing equipment to be used in the execution of this Contract including the make, mode of chassis, year, winch capacity, vehicle tonnage, and towing capacity. A copy of the title of each wrecker to be used shall be provided upon request.

D. Each side of each piece of equipment used to provide towing and wrecker service pursuant to this Contract shall clearly identify the name and telephone number of Contractor.

E. All equipment used to provide services outlined in this Contract shall be properly licensed, inspected and registered in accordance with federal, state and local law and shall remain in compliance with said laws.

**Section 10. Vehicle Storage Facility.**

A. Contractor shall maintain and operate a place for storage of vehicles towed pursuant to this Contract (hereinafter the "vehicle storage facility"). The vehicle storage facility shall be of sufficient size to accommodate all vehicles towed at the direction of the City under the terms of this Contract.

B. The vehicle storage facility shall be located within the corporate limits of the City of Lewisville, Texas. Contractor shall deliver all vehicles to and store such vehicles at said location, unless directed otherwise by the City.

C. The vehicle storage facility shall be maintained and kept in good condition and free from trash and litter. It must be fenced, adequately lighted, and secured in a manner reasonably designed to prevent loss by theft or criminal mischief.

D. Contractor shall provide a secure enclosed storage area for the purpose of storing and processing criminal evidence which shall only be accessible to the Lewisville Police Department.

E. Contractor shall provide the opportunity for vehicle owners to remove items from their vehicles and for appraisals and photographs by insurance agents, repair personnel and other authorized agents of the owners or of the City. There will be no charge for this service.

F. Contractor shall comply with applicable state laws and regulations concerning the operation of a vehicle storage facility, including, but not limited to, the requirements related to notifications and the release of vehicles from storage.

G. Contractor shall be responsible for release of all vehicles stored under this Contract, except for vehicles on which the City has placed a hold. Contractor shall be responsible for the preparation and processing of all vehicle storage facility release slips. No vehicle impounded shall be released to any person without written/printed proof of ownership and verification of the identity of the claimant.

H. When a vehicle is impounded by the City for evidentiary, seizure or examination purposes, towing, storage, impound or notification fees will not be charged to the owner or the City for the period of time that vehicle is held for said purposes. Contractor will not release a vehicle held on behalf of the City for evidentiary, seizure or examination purposes until Contractor receives a release authorization from the City. The vehicle hold status release notification must indicate that the vehicle was held for evidentiary, seizure or examination purposes in order for Contractor not to charge the person to whom the vehicle is being released.

**Section 11. Auction Services.**

A. Any vehicle removed and impounded pursuant to this Contract may be sold at public sale in accordance with state law.

B. Contractor is to act as the City's agent for the auctioning of abandoned vehicles, including vehicles reported to the Lewisville Police Department as abandoned, in accordance with state law.

C. Contractor shall follow all notification and administrative procedures required by state law. Specifically, Contractor shall be responsible for the preparation, publication, posting, mailing costs and dispatch of all notices and advertisements required by law to be given or provided by the Lewisville Police Department and/or Contractor as agent for the Lewisville Police Department, or as operation of the City designated vehicle storage facility with respect to the impoundment, storage, release, destruction, auction, sale and disposal of any junked vehicle, abandoned motor vehicle or other vehicle impounded at the vehicle storage facility at the direction of the City.

D. If, after following all state laws, rules, regulations and procedures for proper notification of the last known owner, all lienholders, or other parties required by law to be notified, the vehicle is determined abandoned, then the vehicle may be sold either at public auction by Contractor or used by the Lewisville Police Department, as provided by state law.

E. Contractor shall arrange and be responsible for all auctions of vehicles, including, but not limited to, paying the on-line auction firm. All auctions shall be performed on-line by an auctioneer licensed by the State of Texas and shall be conducted in accordance with state law. Only those vehicles towed at the request of the City will be auctioned through this process. All on-line auction transactions shall be recorded and available for review for a period of five years after sale.

F. The Lewisville Police Department shall issue a sales receipt for auctioned vehicles for those vehicles towed at the request of the City and determined to be abandoned.

G. Within 72 hours after the auction, Contractor must submit to the Lewisville Police Department the auction sales receipts for signature and an affidavit setting forth an itemized list of all the vehicles sold at auction, including, but not limited to, the date of impound, year/color/make/model of vehicle, license number, vehicle identification number and sale amount. The affidavit must affirm the accuracy of the sales receipts provided to the Lewisville Police Department for signature.

H. Contractor shall pay the City twenty-five percent (25%) of the gross proceeds from the sale of each vehicle auctioned on behalf of the City, plus an additional ten (10) dollars for each vehicle auctioned on behalf of the City.

I. When final disposition on an impounded vehicle is completed, Contractor will forward copies of all related paperwork to the City, attention Chief of Police. Related paperwork includes a copy of the impound form, the release information, notifications, advertisement, auction sales receipts, Buyer's Guide, odometer statements and demolisher motor vehicle receipts.

#### **Section 12. Call Rotation**

A. In the event that more than one wrecker service enters into a contract with the City, the companies will be placed on a call rotation established by the Chief of Police or his designee.

B. In cases where multiple vehicles are to be towed from the same scene, the towing company whose turn it is in the rotation will be responsible for towing all vehicles. It will be the responsibility of the towing company to advise the Lewisville Police Department immediately upon notification of the call if it does not have the sufficient assets available to respond within the specified time limits to tow all vehicles involved. In such cases, the towing company up next in the rotation will be notified to respond to tow the additional vehicle(s).

#### **Section 13 Records and Audit.**

A. Contractor will maintain a complete and updated records file of all vehicles towed at the request of the City.

B. Contractor shall submit to the City, attention to the Chief of Police, a monthly report by the fifteenth day of the subsequent month. The report shall contain at least the following information related to all vehicles towed pursuant to this Contract:

- (1) The year, make and model of the vehicle;
- (2) The vehicle identification number;
- (3) The license plate number;
- (4) The year and state of registration;
- (5) The date, time, and location that the vehicle was towed;
- (6) The reason the vehicle was towed;
- (7) The police report number, if any;
- (8) Whether the vehicle has been claimed or remains in Contractor's possession;
- (9) The odometer reading;
- (10) A copy of Contractor's invoice regardless of the location to which the vehicle was towed; and
- (11) A description and reason for any tow charge, other than the flat fee.

C. Contractor shall retain and maintain all business records related to the services provided pursuant to this Contract for a period of five (5) years.

D. Contractor agrees to allow the City to inspect and audit all records relative to the towing, storage and sale of vehicles at any reasonable time. Contractor shall make its records available for viewing or copying within 48 hours of receipt of a written request by the City. The audit will be at the City's expense. If discrepancies are found during the audit, the cost of the audit will be borne by Contractor.

E. Contractor shall file a report with the City, attention to the Chief of Police, within two (2) business days of any of the following occurring:

- (1) Contractor exceeds the response time set forth herein;
- (2) Contractor's equipment is in poor condition or is inoperable;
- (3) Contractor's employee(s) is/are disrespectful to the Lewisville Police Department or the general public;
- (4) A complaint is filed against Contractor; or
- (5) A commendation is filed with Contractor.

Contractor shall make a timely response to all complaint or commendation letters, and a copy of the response shall be sent to the City, attention to the Chief of Police.

**Section 14. Protection to Employees and the Public.**

A. Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal safety laws. The safety precautions actually taken and the adequacy thereof shall be the sole responsibility of the Contractor. Contractor shall indemnify the City for any and all losses arising out of or related to breach of this duty by Contractor pursuant to Section 16 (Indemnification) and Section 19 (Compliance with Applicable Laws) set forth herein.

B. Contractor shall be responsible for any damage caused to the vehicle or equipment, and its contents, towed or stored by Contractor.

C. If it is necessary to disconnect, alter, or remove any part, gear, or emergency brake of the vehicle before towing, Contractor will, on termination of the tow, repair, replace or reaffix it to place the vehicle back in its original condition prior to the tow at Contractor's expense.

D. Contractor shall not remove or sell parts, dismantle or sell the vehicle, fix or otherwise modify the vehicle unless prior written permission from the owner of the vehicle is received.

**Section 15. Independent Contractor.**

By execution of this Contract, the City and Contractor do not change the independent contractor status of Contractor. Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between the City and Contractor, its officers, agents, employees, contractors, subcontracts and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between the City and Contractor.

**Section 16. Indemnification.**

A. Contractor shall release, defend, indemnify and hold the City and its officers, agents and employees harmless from and against all claims, damages, injuries (including death), property damages (including loss of use), losses, demands, suits, judgments and costs, including attorney's fees and expenses, in any way arising out of, related to, or resulting from Contractor's performance of the work or caused by the

negligent act or omission of Contractor, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom Contractor is legally responsible (hereinafter "Claims"). Contractor is expressly required to defend the City against all such Claims.

B. In its sole discretion, the City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligations hereunder to defend and indemnify the City, unless such right is expressly waived by the City in writing. The City reserves the right to provide a portion or all of its own defense; however, the City is under no obligation to do so. Any such action by the City is not to be construed as a waiver of Contractor's obligation to defend the City or as a waiver of Contractor's obligation to indemnify the City pursuant to this Contract. If Contractor fails to retain counsel within a timely period, the City shall have the right to retain defense counsel on its own behalf, and Contractor shall be liable for all costs incurred by the City.

**Section 17. Assumption of Liability.** Contractor assumes complete responsibility for any claim of property loss, damage or bodily injury which may directly or indirectly rise from Contractor's performance under the term of this Contract.

**Section 18. Insurance.** Contractor shall procure and maintain for the duration of the Contract insurance coverage as set for in the Insurance Requirements marked Exhibit "B" attached hereto and incorporated herein by reference. A certified statement of insurance shall be provided to the City by Contractor's insurer. If at any time Contractor fails to maintain the minimum insurance requirements, this Contract will be subject to termination. Contractor shall maintain proof of such insurance and shall furnish current proof to the City upon request. Contractor shall follow all processes as required by law, including any changes to the law that occur during the Term or extension(s), if any, of this Contract.

**Section 19. Compliance with Applicable Laws**

A. Contractor shall at all times observe and comply with all federal, state and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect Contractor or the work, and shall indemnify and save harmless the City against any claim related to or arising from the violation of any such laws, ordinances and regulations whether by Contractor, its employees, officers, agents, subcontractors, or representatives. If Contractor observes that the work is at variance therewith, Contractor shall promptly notify the City in writing.

B. Contractor shall follow all processes as required by law, including any changes to the law that occur during the term or extension(s), if any, of this Contract.

**Section 20. Taxes.** Contractor shall render all of its property used to provide services pursuant to this Contract for taxation and shall not be delinquent on its taxes due to the City.

**Section 21. Notices.** All notices required under this Contract shall be as follows:

To City: Chief of Police  
Lewisville Police Department  
P.O. Box 299002  
Lewisville, Texas 75029-9002

To Contractor:

Such notices shall be deemed served when deposited in United States mail, postage prepaid, addressed as stated above. Any party may change the address to which notices are to be sent by giving the other party written notice in the manner provided in this paragraph.

**Section 22. Assignment and Subletting.** Contractor agrees to retain control and to give full attention to the fulfillment of this Contract, that this Contract shall not be assigned or sublet without the prior written consent of the City, and that no part or feature of the work will be sublet to anyone objectionable to the City. Contractor further agrees that the subletting of any portion or feature of the work, materials required in the performance of this Contract, shall not relieve Contractor from its full obligations to the City as provided by this Contract.

**Section 23. Governing Law.** The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Contract. The parties agree that this Contract is performable in Denton County, Texas, and that exclusive venue shall lie in Denton County, Texas.

**Section 24. Entire Agreement.** This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.

**Section 25. Legal Construction.** If any clause, paragraph, section, subsection, sentence phrase, or word of this Contract shall be found by a court of competent

jurisdiction to be illegal, unlawful, unconstitutional, or void for any reason, the remainder of this Contract shall remain in full force and effect, and the parties hereto shall be deemed to have contracted as if said clause, paragraph, section, subsection, sentence, phrase, or word had not been in the Contract initially.

Although this Contract is drafted by the City, should any part be in dispute, the parties agree that the Contract shall not be construed more favorably for any party.

**Section 26. Successors and Assigns.** This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

**Section 27. Headings.** The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

IN WITNESS WHEREOF, the parties have executed this Contract to be effective from the last date signed and marked by a participating party.

SIGNATURE PAGE(S) FOLLOW

**APPROVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS:**

**BY:**

\_\_\_\_\_  
Donna Barron, CITY MANAGER

DATE: \_\_\_\_\_

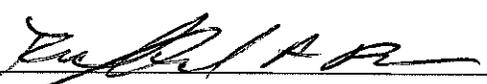
**ATTEST:**

\_\_\_\_\_  
Julie Heinze, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Lizbeth Islas Plaster, CITY ATTORNEY

**CONTRACTOR**

 \_\_\_\_\_ DATE: 7/21/16  
Name, TITLE

**EXHIBIT A**

**CITY OF LEWISVILLE  
FEE SCHEDULE FOR WRECKER SERVICE**

**FEEES AND CHARGES FOR CITIZENS SERVICES:**

**FLAT  
RATE**

The flat rate includes all costs of recovery, such as the use of dollies, winching, car carriers, rollovers and all fuel surcharges as may be applicable.

A. Flat rate charge for towing vehicles weighing 10,000 lbs. GVW and below	\$ 150.00
B. Flat rate charge for towing vehicles weighing between 10,001 and 26,000 lbs. GVW	\$ 192.00
C. Flat rate charge for towing vehicles weighing 26,001 lbs. GVW and over	\$ 465.00
D. Flat rate charge for towing motorcycles	\$ 150.00
E. Per hour charge for labor (pro-rated on ½ hour increments) *	\$ 120.00

**STORAGE FEES**

Storage fee, which is charged per day, beginning with the calendar day the vehicle is towed. Each additional calendar day begins at 12:00 midnight. The fee charged is to be in accordance with the Occupations Code.

## EXHIBIT B

### INSURANCE REQUIREMENTS GENERAL CONTRACTS FOR SERVICES

Service work, supplies requiring installation, Janitorial Services, Welding, Surveyors, Plumbing Contractors, Maintenance Agreements, Concessionaires, Tire Repairs, Tow Service, Painting, Electrical, Movers, Major street repairs and Waterline projects, etc.

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, "claims made" form is 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.

#### B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain limits throughout contract 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
  - f. If applicable, Explosion Collapse and Underground (XCU) Coverage (when applicable, Fire Damage, Medical Expense)

***NOTE: The aggregate loss limit applies to each project.***

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

**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 Contractor. 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.

**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.

**F. VERIFICATION OF COVERAGE**

Contractor 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**

Contractor agrees to defend, indemnify and hold the City, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Contractor's breach of any of these terms and conditions or by any negligent or strictly liable act or omission of Contractor, its officers, agents, employees or subcontractors, in the performance of this Agreement; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City, its officers, agents, employees or separate contractors, and in the event of joint and concurring negligence or fault of the Contractor and the City, responsibility and indemnity, if any, shall be apportioned in accordance with the law of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

**H. PROOF OF INSURANCE**

Contractor 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.

## WRECKER SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between Recovery Systems, Inc. DBA Pro Tow Wrecker Service (hereinafter the "Contractor") and **THE CITY OF LEWISVILLE, TEXAS** (hereinafter the "City").

WITNESSETH:

WHEREAS, the City is a home-rule municipality with the power and authority to regulate the storage, parking and towing of vehicles within its corporate city limits; and

WHEREAS, the City desires to enter into an agreement with a wrecker service to remove, at the request of the City, vehicles which (i) violate City ordinances; (ii) violate state law; (iii) otherwise need to be removed (including incident management tows); or (iv) must be towed and there is no request by the person in charge of such vehicles to utilize another provider of such service; and

WHEREAS, the City also desires to enter into an agreement with a wrecker service to operate and maintain a vehicle storage facility and to provide for the disposition of unclaimed stored vehicles; and

WHEREAS, Contractor maintains all required licenses and certifications of any kind in connection with commercial towing and vehicle storage, and shall, during the term of this Contract, meet any additional license or certification requirements for commercial towing and/or vehicle storage companies that may be imposed by any federal, state or local authority; and

WHEREAS, Contractor shall provide all labor, supervision, materials and equipment necessary for towing and wrecker service for the City, for the maintenance and operation of a vehicle storage facility and for the disposition of unclaimed stored vehicles.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements as set forth herein, the receipt and sufficiency of which are hereby acknowledge, the parties agree as follows:

**Section 1. Recitals.** That the above recitals are found to be true and correct and incorporated herein for all purposes.

**Section 2. Definition of Vehicle.** The term "vehicle" as used in this Contract means, but is not limited to, automobiles, trucks, trailer combinations, boats, mopeds, motorcycles, and other objects which cannot be operated under their own power if for some reason must be transported in the tow and/or control of another vehicle.

**Section 3. Grant of Rights.** The City hereby grants to Contractor, for a term set forth herein, the right to perform the following services:

- (1) Tow and remove, at the request of the City, vehicles which (a) violate City ordinances; (b) violate state law; (c) otherwise need to be removed (including incident management tows); or (d) must be towed and there is no request by the person in charge of such vehicles to utilize another provider of such service (collectively "City-directed pulls");
- (2) Operate and maintain a vehicle storage facility; and
- (3) Dispose of unclaimed stored vehicles.

**Section 4. Term.** The initial term of this Contract shall be a period of three (3) years commencing upon the effective date hereof; and will have an option to extend for up to two additional one-year periods, subject to the approval of the City and the contractor.

**Section 5. Suspension/Termination.**

A. The City may suspend its use of Contractor's services under this Contract by giving the Contractor one (1) written notice. Reasons for suspension may include, but are not limited to, unsatisfactory service on the part of Contractor and failure to perform according to the terms of this Contract on the part of Contractor.

B. The City may terminate this Contract with or without cause by giving Contractor thirty (30) days written notice.

C. Upon delivery of a notice of suspension or termination, Contractor shall continue to preserve and store vehicles already in its possession until all vehicles have either been properly claimed or auctioned. Contractor is entitled to payment for towing, preservation, storage and other fees allowed by law for those vehicles stored at the time of termination. The City shall have no further obligations to utilize Contractor after such termination.

**Section 6. Fees.**

A. All towing, storage, notification, and other fees shall be collected by Contractor. The City shall not participate, in any manner, in the collection of fees.

B. Contractor agrees that it shall not charge or seek to collect from the City, any fees or costs incurred by Contractor for the towing of City vehicles or vehicles seized by the City.

C. The "Fee Schedule for Wrecker Service" is attached hereto as **Exhibit "A"** and incorporated herein for all purposes as if fully set forth herein. Such fees shall be the only charges made for vehicles pulled or stored under the provision of this Contract and shall not be increased during the term or extension(s), if any, of this Contract.

D. Contractor agrees that a labor fee may be charged when additional manpower or equipment is necessary to accomplish the tow.

- (1) Contractor may charge a labor fee if a vehicle is:
  - (a) Submerged or partially submerged in water;
  - (b) Overturned;
  - (c) In a ravine;
  - (d) A semi-truck and trailer combination;
  - (e) On railroad tracks;
  - (f) Through a wall or must be winched off a wall; and
  - (g) Out in a field.
- (2) The labor fee will begin when Contractor arrives at the scene and ends when the Contractor finishes the required labor or leaves the scene, whichever occurs first.
- (3) The labor fee will be applied for every additional wrecker or piece of equipment dispatched.

#### **Section 7. Contract Administrator / Complaint Resolution**

A. Contractor shall appoint a Contract Administrator or designated person capable of setting company policy to represent the Contractor. The Contract Administrator will be the contact for the Chief of Police or his designee. The Contract Administrator will be responsible for answering any questions related to service and the handling of complaints. The Contract Administrator's information shall be provided to the City within twenty-four (24) hours of the effective date of this Contract. If for any reason the Contract Administrator changes, the Contractor agrees to provide the updated contact information for the subsequent Contract Administrator within three (3) business days of the change. Contractor shall maintain this information and ensure it is accurate.

B. Contractor shall respond, in writing, to all complaints or requests by the City within three (3) business days.

#### **Section 8. Towing and Wrecker Services.**

A. At all times, twenty-four (24) hours a day, seven (7) days a week, three-hundred-sixty-five (365) days a year, Contractor shall maintain personnel on duty who shall be able to respond to a City request for towing and wrecker service and to requests for release of vehicles stored and parked on Contractor's property.

B. Contractor shall respond to City-directed pulls by arriving at the location requested within twenty (20) minutes from the time the request for such service is received by Contractor or within forty-five (45) minutes when a heavy duty wrecker is required. Requests may be initiated by telephone or by electronic means as agreed to by Contractor and the City. The City retains the right to cancel a request for towing and wrecker service at any time, including after arrival, without incurring a charge. In addition, if the Contractor fails to arrive on the scene within the allotted time, a penalty of \$100 may be assessed at the City's discretion and the City reserves the right to call another towing vendor.

C. Contractor shall obey all traffic laws and ordinances when responding to or leaving from a City-directed pull unless directed otherwise by a peace officer.

D. Contractor shall not refer any calls to another wrecker service company. If Contractor is unavailable or unable to respond to the City's call for service in the time required or cannot upright or tow the disable vehicle, Contractor must advise the City, and the City will contact another wrecker service. At no time will Contractor subcontract any of the services outlined in this Contract, unless agreed to, in writing, by the City.

E. Contractor shall have the right to continue to provide towing and wrecker services to persons other than the City; provided, however, that calls and requests for towing and wrecker service made by the City shall have immediate and absolute priority over any other calls received.

F. Contractor shall remove and properly dispose of all glass, debris, or any other objects left in the roadway from an accident where a response has been made for services pursuant to this Contract. Contractor shall use sand or an oil absorbent material on areas where any fluids have leaked from wrecked vehicles.

G. Contractor shall tow, park, and store all vehicles in a safe, secure and workmanlike manner. Contractor shall be responsible for any damage to a vehicle towed by Contractor.

H. Contractor shall train all its responders and managers in Freeway Incident Management as provided by the North Central Texas Council of Governments.

I. The Contractor shall, during all periods of this Contract, make available competent supervision of employees to assure complete and satisfactory fulfillment of the work and the terms of this Contract. A capable, fully authorized representative of the Contractor must be available during all work activities to receive any and all instructions from the City.

J. Contractor agrees to tow City vehicles and perform road service, such as changing flat tires or jumping batteries, on City vehicles at no charge. Said towing and road service shall be provided at all times, twenty-four (24) hours a day, seven (7) days a week, three-hundred-sixty-five (365) days a year, within the City limits or a twenty-five (25) mile radius surrounding the City. The average response time for said towing or road service shall be no greater than thirty (30) minutes within the City limits and no more than forty-five (45) minutes outside the City. Mileage may be charged at rate of \$0.20 per mile for the transport of City-owned equipment beyond the twenty-five (25) mile radius.

K. Contractor agrees to waive all towing fees for any citizen of Lewisville whose vehicle is stolen and recovered in Lewisville. Contractor also agrees to waive all storage fees for said vehicle, provided that said vehicle is claimed within 24 hours of the tow. If said vehicle is not claimed within 24 hours of the tow, storage fees may begin to accrue (minus the first 24 hours).

L. Contractor agrees not to charge a fee for any mistaken tows initiated by the City such as for abandoned vehicles, no proof of insurance tows or seized vehicles.

M. The City may instruct the Contractor to release a vehicle at no cost for reasons determined by the City to better serve the public. Said no cost releases shall be limited to a maximum of three (3) per month.

N. Contractor shall not solicit any wrecker service business in any manner at the scene of a wrecked or disabled vehicle. This prohibition applies regardless of whether the solicitation is for the purpose of towing, repairing, wrecking, storing, trading or purchasing the vehicle. If Contractor has not been called by the City or owner/operator of a vehicle to the scene of an accident or disablement, its presence at the scene shall be prima facie evidence of solicitation in violation of this Contract.

O. Contractor shall comply with the instructions given by City personnel during City-directed pulls.

P. Failure to correct all conditions, discrepancies and/or problems not in compliance with the Contract within twenty-four (24) hours from written notice will result in a penalty, paid to the City, in the amount of \$200.00 per day.

Q. The Contractor agrees to pay the City a minimum of twelve and one half percent (12 1/2%) of gross revenue resulting from all City-directed pulls. Payments are due on or before the 10th day of each month. Gross revenues from City-directed pulls shall be defined as all revenues generated from performing City-directed pulls under this Contract, but excluding sales tax, requests for towing and wrecker service on City-owned vehicles and equipment, and state mandated pound and registered notice fees.

**Section 9. Equipment.**

A. Contractor will maintain and have available for towing and wrecker service as required by this Contract the following equipment, as a minimum:

- (1) Three (3) wreckers with a minimum towing capacity of 4,000 pounds;
- (2) One (1) hydraulic wheel lift for towing late model vehicles;
- (3) Trailer and sling for towing motorcycles;
- (4) Dollies for towing damaged vehicles;
- (5) Two (2) tandem axle tow trucks with minimum 50,000 pound gross vehicle weight, with individual boom capacity of not less than 50,000 pounds and two individual hydraulic power winch pulling capacity of not less than 25,000 pounds each, and a total rating of not less than 50,000 pounds; and
- (6) Other equipment as may be needed from time to time, including vehicle mounted air compressors, portable air tanks, brooms, towing chains, electric winch, etc.

B. Contractor shall maintain and have available equipment to remove, within a reasonable time, a vehicle weighing up to forty (40) tons and to remove, within a reasonable time, a vehicle submerged within 100 feet of a shoreline.

C. Contractor must provide the City with a list of towing equipment to be used in the execution of this Contract including the make, mode of chassis, year, winch capacity, vehicle tonnage, and towing capacity. A copy of the title of each wrecker to be used shall be provided upon request.

D. Each side of each piece of equipment used to provide towing and wrecker service pursuant to this Contract shall clearly identify the name and telephone number of Contractor.

E. All equipment used to provide services outlined in this Contract shall be properly licensed, inspected and registered in accordance with federal, state and local law and shall remain in compliance with said laws.

**Section 10. Vehicle Storage Facility.**

A. Contractor shall maintain and operate a place for storage of vehicles towed pursuant to this Contract (hereinafter the "vehicle storage facility"). The vehicle storage facility shall be of sufficient size to accommodate all vehicles towed at the direction of the City under the terms of this Contract.

B. The vehicle storage facility shall be located within the corporate limits of the City of Lewisville, Texas. Contractor shall deliver all vehicles to and store such vehicles at said location, unless directed otherwise by the City.

C. The vehicle storage facility shall be maintained and kept in good condition and free from trash and litter. It must be fenced, adequately lighted, and secured in a manner reasonably designed to prevent loss by theft or criminal mischief.

D. Contractor shall provide a secure enclosed storage area for the purpose of storing and processing criminal evidence which shall only be accessible to the Lewisville Police Department.

E. Contractor shall provide the opportunity for vehicle owners to remove items from their vehicles and for appraisals and photographs by insurance agents, repair personnel and other authorized agents of the owners or of the City. There will be no charge for this service.

F. Contractor shall comply with applicable state laws and regulations concerning the operation of a vehicle storage facility, including, but not limited to, the requirements related to notifications and the release of vehicles from storage.

G. Contractor shall be responsible for release of all vehicles stored under this Contract, except for vehicles on which the City has placed a hold. Contractor shall be responsible for the preparation and processing of all vehicle storage facility release slips. No vehicle impounded shall be released to any person without written/printed proof of ownership and verification of the identity of the claimant.

H. When a vehicle is impounded by the City for evidentiary, seizure or examination purposes, towing, storage, impound or notification fees will not be charged to the owner or the City for the period of time that vehicle is held for said purposes.

Contractor will not release a vehicle held on behalf of the City for evidentiary, seizure or examination purposes until Contractor receives a release authorization from the City. The vehicle hold status release notification must indicate that the vehicle was held for evidentiary, seizure or examination purposes in order for Contractor not to charge the person to whom the vehicle is being released.

**Section 11. Auction Services.**

A. Any vehicle removed and impounded pursuant to this Contract may be sold at public sale in accordance with state law.

B. Contractor is to act as the City's agent for the auctioning of abandoned vehicles, including vehicles reported to the Lewisville Police Department as abandoned, in accordance with state law.

C. Contractor shall follow all notification and administrative procedures required by state law. Specifically, Contractor shall be responsible for the preparation, publication, posting, mailing costs and dispatch of all notices and advertisements required by law to be given or provided by the Lewisville Police Department and/or Contractor as agent for the Lewisville Police Department, or as operation of the City designated vehicle storage facility with respect to the impoundment, storage, release, destruction, auction, sale and disposal of any junked vehicle, abandoned motor vehicle or other vehicle impounded at the vehicle storage facility at the direction of the City.

D. If, after following all state laws, rules, regulations and procedures for proper notification of the last known owner, all lienholders, or other parties required by law to be notified, the vehicle is determined abandoned, then the vehicle may be sold either at public auction by Contractor or used by the Lewisville Police Department, as provided by state law.

E. Contractor shall arrange and be responsible for all auctions of vehicles, including, but not limited to, paying the on-line auction firm. All auctions shall be performed on-line by an auctioneer licensed by the State of Texas and shall be conducted in accordance with state law. Only those vehicles towed at the request of the City will be auctioned through this process. All on-line auction transactions shall be recorded and available for review for a period of five years after sale.

F. The Lewisville Police Department shall issue a sales receipt for auctioned vehicles for those vehicles towed at the request of the City and determined to be abandoned.

G. Within 72 hours after the auction, Contractor must submit to the Lewisville Police Department the auction sales receipts for signature and an affidavit setting forth an itemized list of all the vehicles sold at auction, including, but not limited to, the date of impound, year/color/make/model of vehicle, license number, vehicle identification number and sale amount. The affidavit must affirm the accuracy of the sales receipts provided to the Lewisville Police Department for signature.

H. Contractor shall pay the City twenty-five percent (25%) of the gross proceeds from the sale of each vehicle auctioned on behalf of the City, plus an additional ten (10) dollars for each vehicle auctioned on behalf of the City.

I. When final disposition on an impounded vehicle is completed, Contractor will forward copies of all related paperwork to the City, attention Chief of Police. Related paperwork includes a copy of the impound form, the release information, notifications, advertisement, auction sales receipts, Buyer's Guide, odometer statements and demolisher motor vehicle receipts.

#### **Section 12. Call Rotation**

A. In the event that more than one wrecker service enters into a contract with the City, the companies will be placed on a call rotation established by the Chief of Police or his designee.

B. In cases where multiple vehicles are to be towed from the same scene, the towing company whose turn it is in the rotation will be responsible for towing all vehicles. It will be the responsibility of the towing company to advise the Lewisville Police Department immediately upon notification of the call if it does not have the sufficient assets available to respond within the specified time limits to tow all vehicles involved. In such cases, the towing company up next in the rotation will be notified to respond to tow the additional vehicle(s).

#### **Section 13 Records and Audit.**

A. Contractor will maintain a complete and updated records file of all vehicles towed at the request of the City.

B. Contractor shall submit to the City, attention to the Chief of Police, a monthly report by the fifteenth day of the subsequent month. The report shall contain at least the following information related to all vehicles towed pursuant to this Contract:

- (1) The year, make and model of the vehicle;
- (2) The vehicle identification number;
- (3) The license plate number;
- (4) The year and state of registration;
- (5) The date, time, and location that the vehicle was towed;
- (6) The reason the vehicle was towed;
- (7) The police report number, if any;
- (8) Whether the vehicle has been claimed or remains in Contractor's possession;
- (9) The odometer reading;
- (10) A copy of Contractor's invoice regardless of the location to which the vehicle was towed; and
- (11) A description and reason for any tow charge, other than the flat fee.

C. Contractor shall retain and maintain all business records related to the services provided pursuant to this Contract for a period of five (5) years.

D. Contractor agrees to allow the City to inspect and audit all records relative to the towing, storage and sale of vehicles at any reasonable time. Contractor shall make its records available for viewing or copying within 48 hours of receipt of a written request by the City. The audit will be at the City's expense. If discrepancies are found during the audit, the cost of the audit will be borne by Contractor.

E. Contractor shall file a report with the City, attention to the Chief of Police, within two (2) business days of any of the following occurring:

- (1) Contractor exceeds the response time set forth herein;
- (2) Contractor's equipment is in poor condition or is inoperable;
- (3) Contractor's employee(s) is/are disrespectful to the Lewisville Police Department or the general public;
- (4) A complaint is filed against Contractor; or
- (5) A commendation is filed with Contractor.

Contractor shall make a timely response to all complaint or commendation letters, and a copy of the response shall be sent to the City, attention to the Chief of Police.

**Section 14. Protection to Employees and the Public.**

A. Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal safety laws. The safety precautions actually taken and the adequacy thereof shall be the sole responsibility of the Contractor. Contractor shall indemnify the City for any and all losses arising out of or related to breach of this duty by Contractor pursuant to Section 16 (Indemnification) and Section 19 (Compliance with Applicable Laws) set forth herein.

B. Contractor shall be responsible for any damage caused to the vehicle or equipment, and its contents, towed or stored by Contractor.

C. If it is necessary to disconnect, alter, or remove any part, gear, or emergency brake of the vehicle before towing, Contractor will, on termination of the tow, repair, replace or reaffix it to place the vehicle back in its original condition prior to the tow at Contractor's expense.

D. Contractor shall not remove or sell parts, dismantle or sell the vehicle, fix or otherwise modify the vehicle unless prior written permission from the owner of the vehicle is received.

#### **Section 15. Independent Contractor.**

By execution of this Contract, the City and Contractor do not change the independent contractor status of Contractor. Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between the City and Contractor, its officers, agents, employees, contractors, subcontracts and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between the City and Contractor.

#### **Section 16. Indemnification.**

A. Contractor shall release, defend, indemnify and hold the City and its officers, agents and employees harmless from and against all claims, damages, injuries (including death), property damages (including loss of use), losses, demands, suits, judgments and costs, including attorney's fees and expenses, in any way arising out of, related to, or resulting from Contractor's performance of the work or caused by the negligent act or omission of Contractor, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom Contractor is legally responsible

(hereinafter "Claims"). Contractor is expressly required to defend the City against all such Claims.

B. In its sole discretion, the City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligations hereunder to defend and indemnify the City, unless such right is expressly waived by the City in writing. The City reserves the right to provide a portion or all of its own defense; however, the City is under no obligation to do so. Any such action by the City is not to be construed as a waiver of Contractor's obligation to defend the City or as a waiver of Contractor's obligation to indemnify the City pursuant to this Contract. If Contractor fails to retain counsel within a timely period, the City shall have the right to retain defense counsel on its own behalf, and Contractor shall be liable for all costs incurred by the City.

**Section 17. Assumption of Liability.** Contractor assumes complete responsibility for any claim of property loss, damage or bodily injury which may directly or indirectly rise from Contractor's performance under the term of this Contract.

**Section 18. Insurance.** Contractor shall procure and maintain for the duration of the Contract insurance coverage as set for in the Insurance Requirements marked **Exhibit "B"** attached hereto and incorporated herein by reference. A certified statement of insurance shall be provided to the City by Contractor's insurer. If at any time Contractor fails to maintain the minimum insurance requirements, this Contract will be subject to termination. Contractor shall maintain proof of such insurance and shall furnish current proof to the City upon request. Contractor shall follow all processes as required by law, including any changes to the law that occur during the Term or extension(s), if any, of this Contract.

**Section 19. Compliance with Applicable Laws**

A. Contractor shall at all times observe and comply with all federal, state and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect Contractor or the work, and shall indemnify and save harmless the City against any claim related to or arising from the violation of any such laws, ordinances and regulations whether by Contractor, its employees, officers, agents, subcontractors, or representatives. If Contractor observes that the work is at variance therewith, Contractor shall promptly notify the City in writing.

B. Contractor shall follow all processes as required by law, including any changes to the law that occur during the term or extension(s), if any, of this Contract.

**Section 20. Taxes.** Contractor shall render all of its property used to provide services pursuant to this Contract for taxation and shall not be delinquent on its taxes due to the City.

**Section 21. Notices.** All notices required under this Contract shall be as follows:

To City:            Chief of Police  
                         Lewisville Police Department  
                         P.O. Box 299002  
                         Lewisville, Texas 75029-9002

To Contractor:

Such notices shall be deemed served when deposited in United States mail, postage prepaid, addressed as stated above. Any party may change the address to which notices are to be sent by giving the other party written notice in the manner provided in this paragraph.

**Section 22. Assignment and Subletting.** Contractor agrees to retain control and to give full attention to the fulfillment of this Contract, that this Contract shall not be assigned or sublet without the prior written consent of the City, and that no part or feature of the work will be sublet to anyone objectionable to the City. Contractor further agrees that the subletting of any portion or feature of the work, materials required in the performance of this Contract, shall not relieve Contractor from its full obligations to the City as provided by this Contract.

**Section 23. Governing Law.** The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Contract. The parties agree that this Contract is performable in Denton County, Texas, and that exclusive venue shall lie in Denton County, Texas.

**Section 24. Entire Agreement.** This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.

**Section 25. Legal Construction.** If any clause, paragraph, section, subsection, sentence phrase, or word of this Contract shall be found by a court of competent jurisdiction to be illegal, unlawful, unconstitutional, or void for any reason, the remainder of this Contract shall remain in full force and effect, and the parties hereto shall be

deemed to have contracted as if said clause, paragraph, section, subsection, sentence, phrase, or word had not been in the Contract initially.

Although this Contract is drafted by the City, should any part be in dispute, the parties agree that the Contract shall not be construed more favorably for any party.

**Section 26. Successors and Assigns.** This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

**Section 27. Headings.** The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

IN WITNESS WHEREOF, the parties have executed this Contract to be effective from the last date signed and marked by a participating party.

SIGNATURE PAGE(S) FOLLOW

APPROVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS:

BY:

DATE: \_\_\_\_\_

\_\_\_\_\_  
Donna Barron, CITY MANAGER

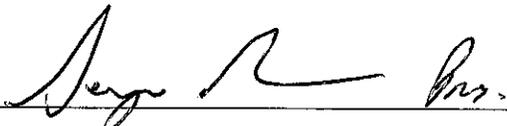
ATTEST:

\_\_\_\_\_  
Julie Heinze, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Lizbeth Islas Plaster, CITY ATTORNEY

CONTRACTOR



DATE: 7-11-16

Name, TITLE

George Green, President  
Recovery Systems Inc.  
DBA Pro Tow Wrecker Service

**EXHIBIT A**

**CITY OF LEWISVILLE  
FEE SCHEDULE FOR WRECKER SERVICE**

**FEEES AND CHARGES FOR CITIZENS SERVICES:**

**FLAT  
RATE**

The flat rate includes all costs of recovery, such as the use of dollies, winching, car carriers, rollovers and all fuel surcharges as may be applicable.

A. Flat rate charge for towing vehicles weighing 10,000 lbs. GVW and below	\$ 150.00
B. Flat rate charge for towing vehicles weighing between 10,001 and 26,000 lbs. GVW	\$ 192.00
C. Flat rate charge for towing vehicles weighing 26,001 lbs. GVW and over	\$ 465.00
D. Flat rate charge for towing motorcycles	\$ 150.00
E. Per hour charge for labor (pro-rated on ½ hour increments) *	\$ 120.00

**STORAGE FEES**

Storage fee, which is charged per day, beginning with the calendar day the vehicle is towed. Each additional calendar day begins at 12:00 midnight. The fee charged is to be in accordance with the Occupations Code.

## EXHIBIT B

### INSURANCE REQUIREMENTS GENERAL CONTRACTS FOR SERVICES

Service work, supplies requiring installation, Janitorial Services, Welding, Surveyors, Plumbing Contractors, Maintenance Agreements, Concessionaires, Tire Repairs, Tow Service, Painting, Electrical, Movers, Major street repairs and Waterline projects, etc.

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, "claims made" form is 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.

#### **B. MINIMUM LIMITS OF INSURANCE**

Vendor shall maintain limits throughout contract 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
  - f. If applicable, Explosion Collapse and Underground (XCU) Coverage (when applicable, Fire Damage, Medical Expense)

***NOTE: The aggregate loss limit applies to each project.***

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

**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 Contractor. 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.

**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.

**F. VERIFICATION OF COVERAGE**

Contractor 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**

Contractor agrees to defend, indemnify and hold the City, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Contractor's breach of any of these terms and conditions or by any negligent or strictly liable act or omission of Contractor, its officers, agents, employees or subcontractors, in the performance of this Agreement; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City, its officers, agents, employees or separate contractors, and in the event of joint and concurring negligence or fault of the Contractor and the City, responsibility and indemnity, if any, shall be apportioned in accordance with the law of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

**H. PROOF OF INSURANCE**

Contractor 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.

## MEMORANDUM

**TO:** Todd White, Purchasing Manager

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

**DATE:** August 1, 2016

**SUBJECT:** **Approval of a Bid Award for Jones Street Improvements (Mill Street to Cowan Avenue) to McMahon Contracting, L.P., Grand Prairie, Texas, in the Amount of \$2,454,174.92; which includes \$116,865.47 (approximately 5%) for Contingencies; and Authorization for the City Manager to Execute the Contract.**

### BACKGROUND

Bids were received on July 21, 2016 for the construction of Jones Street Improvements (Mill Street to Cowan Avenue). The Jones Street project will replace the existing two lane rural asphalt street with a three (3)-lane collector street (two (2) lanes westbound and one (1) lane eastbound), from Mill Street to Cowan Avenue. This project consists of providing concrete pavement, drainage improvements, and a wider DCTA rail crossing. The purpose of the Jones Street improvement is to provide improved ingress and egress to the existing North Cowan Avenue area including Village North Mobile Home Park on the south side of Jones Street due to the pending closure of Cowan Avenue at Mill Street associated with the Valley Ridge Boulevard project. The proposed street section is the widest that can be accommodated without significant right of way purchase and addresses the problems indicated by residents during the Cowan Avenue closure discussion in 2014. The City Council approved the Cowan Avenue street change at the August 7, 2014 City Council meeting. As agreed to with neighborhood property owners and residents, and to minimize the impact to existing development, the Jones Street improvement will be substantially completed prior to closing the existing Cowan Avenue and Mill Street intersection in late summer, 2017.

### ANALYSIS

It is requested that this item be presented to the City Council on August 15, 2016 with a recommendation to award the construction contract to McMahon Contracting, L.P. with offices in Grand Prairie, Texas, in the amount of amount of \$2,454,174.92; which includes \$116,865.47 (approximately 5%) for Contingencies. The Engineers estimate for the improvements was \$1,700,338.50. The main reason for the difference of the bid price and the Engineers estimate is the cost of the railroad crossing improvements which were nearly \$530,000 more than estimated. The bid price for the railroad crossing was \$779,781.02 and the estimated price was \$250,000.00. Staff believes the cost difference is partially due to the DCTA recently changing maintenance contractors. The City's contractor is being required to use DCTA's contractor to complete the rail crossing improvements. McMahon Contracting, L.P. has completed other similar projects in Lewisville such as Vista Ridge Mall Drive and Westwood 1. Purchasing has received a 1295 form from McMahon Contracting, L.P.

Subject: Jones Street (Mill St. – Cowan Ave.) Improvements  
August 1, 2016  
Page 2

Funding is available in the street capital projects. The contract time is 225 calendar days and liquidated damages are \$500 per day. A location map is attached.

**RECOMMENDATION**

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

## MEMORANDUM

**TO:** Donna Barron, City Manager

**THROUGH:** Brenda Martin, Finance Director

**FROM:** Todd White, Purchasing Manager

**DATE:** August 2, 2016

**SUBJECT:** **Approval of a Bid Award for Jones Street Improvements (Mill Street to Cowan Avenue) to McMahon Contracting, L.P., Grand Prairie, Texas, in the Amount of \$2,454,174.92; which includes \$116,865.47 (approximately 5%) for Contingencies; and Authorization for the City Manager to Execute the Contract.**

### BACKGROUND

A bid invitation was created and posted on Bidsync.com June 24, 2016. Specifications were created in accordance with Texas Local Government Code Chapter 252.021, *Competitive Requirements for Purchases*. Specifications under this chapter of the law state the award is to be made on the basis of lowest responsible bidder.

### ANALYSIS

Sealed bids were due July 21, 2016 and two were received. A public bid opening was held and prices were read aloud. A bid tabulation was created indicating McMahon Contracting, L.P. as submitting the lowest bid and after an evaluation of their offer, they are being recommended for award on the basis of lowest responsible bidder.

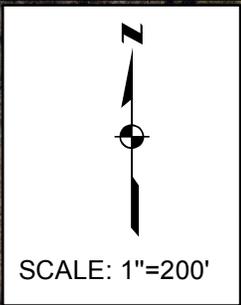
### RECOMMENDATION

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

**CITY OF LEWISVILLE  
PURCHASING DIVISION  
BID TABULATION  
BID # 16-47-C  
JONES STREET (MILL STREET – COWAN AVENUE)**

<b>McMAHON CONTRACTING, L.P. GRAND PRAIRIE, TEXAS</b>	<b>\$2,454,174.92</b>
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<b>TISEO PAVING COMPANY MESQUITE, TEXAS</b>	<b>\$2,718,023.39</b>
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PROJECT LOCATION

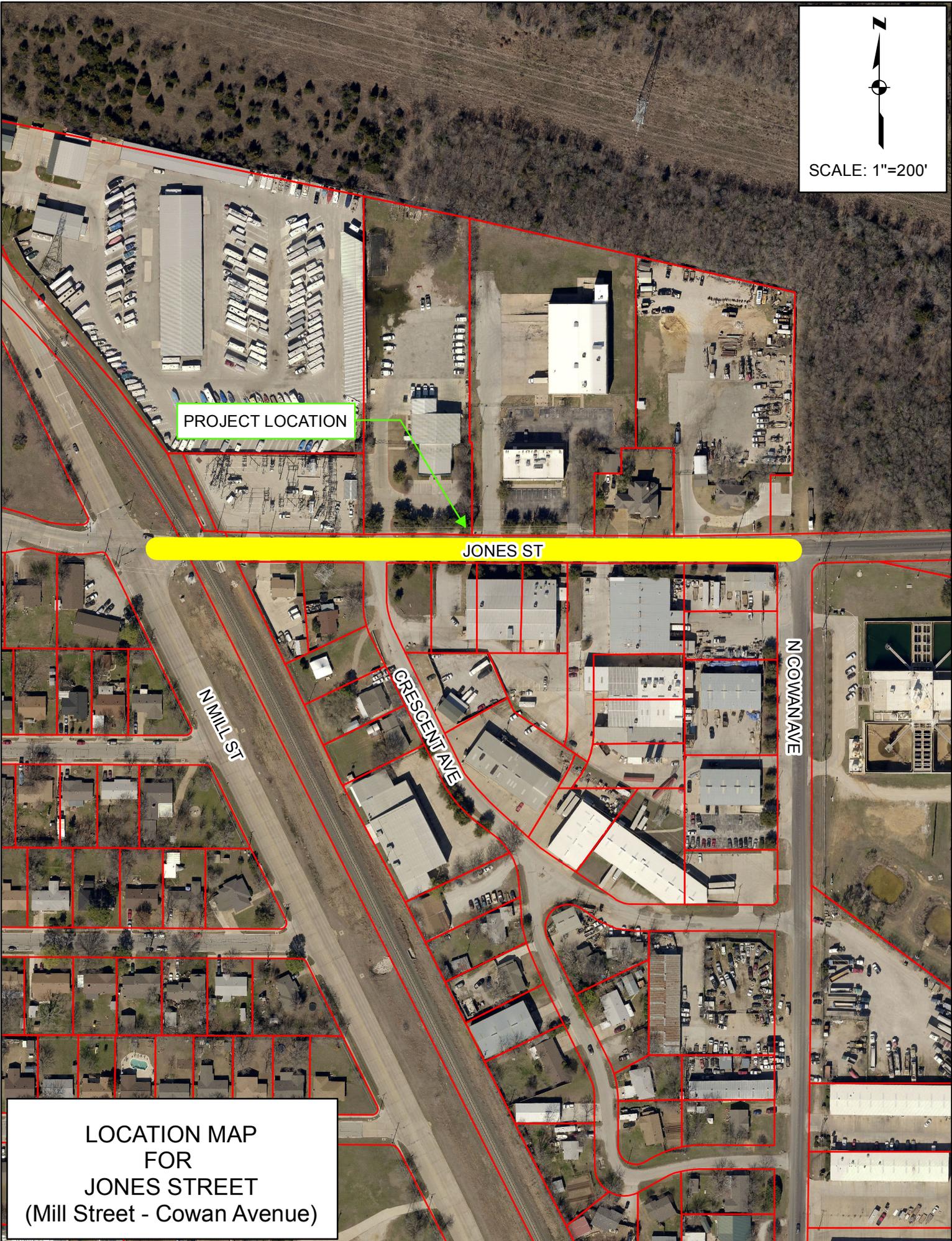
JONES ST

N MILL ST

CRESCENT AVE

N COWAN AVE

LOCATION MAP FOR JONES STREET (Mill Street - Cowan Avenue)



## MEMORANDUM

**TO:** Donna Barron, City Manager

**FROM:** Brenda Martin, Finance Director

**DATE:** August 2, 2016

**SUBJECT:** **Approval of an Agreement for Assessment Billing and Collection Between the City of Lewisville and Denton County for Fiscal Year 2016-17; and Authorization for the City Manager to Execute the Agreement.**

### BACKGROUND

The City created the Josey Lane Public Improvement District (PID) on October 6, 2014 after a petition requesting the establishment of the District was accepted and a public hearing related to the advisability of proposed improvements was held. Chapter 372 of the Local Government Code authorizes creation of PIDs to provide a tool by which a city can levy and collect special assessments on property that is within the city or within the city's extraterritorial jurisdiction (ETJ) for designated purposes including the construction of street and water/wastewater improvements. The District is located along Josey Lane north of FM544 and south of Windhaven Drive.

Calculation of the assessments and annual installments for a lot or parcel shall begin as of September 1<sup>st</sup> and be due each January 31<sup>st</sup> following the one year anniversary of the final plan approval for that lot or parcel. Construction and improvements have been ongoing within the District since 2014 and the first final plats have now been approved in the PID. An annual service plan update to allow for the billing and collection of annual installments on these lots will also need approved by City Council.

The City has received this one-year agreement from the Denton County Tax Assessor's office to bill and collect these assessments on those qualified parcels or lots. This agreement also has a provision for an automatic one year renewal. The City started using Denton County Tax Assessor for the billing and collection of the City's ad valorem taxes in the 1997-98 fiscal year due to their ability to provide this service at a lower overall cost than the City could do in-house.

### ANALYSIS

This agreement is the same billing and collection rate as the agreement for the City's ad valorem taxes, \$0.72 times the number of parcels on the assessment roll.

Subject: Josey Lane PID Assessment Billing & Collection  
August 2, 2016  
Page 2

Funding to cover this expenditure is an administrative cost of the PID and reimbursement through the assessment.

**RECOMMENDATION**

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

THE STATE OF TEXAS §

COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR PUBLIC IMPROVEMENT ASSESSMENT  
COLLECTION BETWEEN DENTON COUNTY, TEXAS AND**

**\_\_\_\_\_PUBLIC IMPROVEMENT DISTRICT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **DENTON COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and \_\_\_\_\_, Denton County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as "**CITY/TOWN**."

**WHEREAS**, **COUNTY** and **CITY/TOWN** mutually desire to be subject to the provisions of V.T.C.A. Government Code, Chapter 791, the Interlocal Cooperation Act; and

**WHEREAS**, pursuant to Chapter 372 of the Texas Local Government Code, Subchapter A, **CITY/TOWN** has created \_\_\_\_\_, hereinafter referred to as "**DISTRICT**," and has levied special assessments on properties within the boundaries of the **CITY/TOWN**, and;

**WHEREAS**, pursuant to § 372.0175 of the Texas Local Government Code, **CITY/TOWN** has the authority to contract with the **COUNTY** to perform the duties of **CITY/TOWN** relating to collection of special assessments levied by **DISTRICT** under Chapter 372, Subchapter A; and

**NOW THEREFORE**, **COUNTY** and **CITY/TOWN**, for and in consideration of the mutual promises, covenants, and agreements herein contained, do agree as follows:

I.

The effective date of this Agreement shall be the 1<sup>st</sup> day of October, 2016. The term of this Agreement shall be for a period of one year, from October 1, 2016, to and through September 30, 2017. This Agreement shall be automatically renewed for an additional one (1) year term at the discretion of the **COUNTY** and **CITY/TOWN**, unless written notice of termination is provided by the terminating party prior to one hundred-fifty (150) days of the expiration date of the current term of the Agreement. **CITY/TOWN** agrees to deliver this agreement no later than September 5, 2016 or the first Monday of September 2016 in manner required by **COUNTY** to fully execute said collection services by **COUNTY**.

## II.

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **CITY/TOWN** to the maximum extent authorized by this Agreement, without regard to race, sex, religion, color, age, disability, or national origin:

1. **COUNTY**, by and through its duly qualified tax assessor-collector, shall collect **DISTRICT** assessments for tax year 2016. **CITY/TOWN** does hereby expressly authorize **COUNTY** and **COUNTY** agrees to do and perform for **CITY/TOWN** all acts necessary and proper to collect said **DISTRICT** assessments. **COUNTY** agrees to collect base assessments, penalties, interest, and attorney's fees.

2. **COUNTY** agrees to prepare and mail all assessment statements (included on the tax statement for each parcel, provide monthly collection reports to **CITY/TOWN**, maintain both current and delinquent assessment rolls, disburse assessment monies to **CITY/TOWN** daily (business day) based on prior day assessment postings, and to develop and maintain such other records and forms as are necessary or required by State law, rules or regulations.

3. If **COUNTY** determines, based on **DISTRICT** assessment roll, that a person erred in paying a **DISTRICT** assessment by making a duplicate payment or payment on the wrong account, **COUNTY** agrees to refund the payment to the person who erred in making it from current **DISTRICT** assessment collections. **COUNTY** agrees that such refund will be made as soon as practicable after **COUNTY** discovers the erroneous payment. The refund shall be accompanied by a description of the property subject to the assessment sufficient to identify the property. If the property is assigned an account number, **COUNTY** shall include that number.

4. If **COUNTY** determines, based on **DISTRICT** assessment roll, that there has been an overpayment of a **DISTRICT** assessment, **COUNTY** shall send the owner a refund application. Upon owner's return of the accurate and fully completed refund application, **COUNTY** will issue, from current **DISTRICT** assessment collections, a refund of the overpayment.

5. **COUNTY** agrees to develop and maintain written policies and procedures of its operation. **COUNTY** further agrees to make available full information about the operation of the

County Tax Office to **CITY/TOWN**, and to promptly furnish written reports to keep **CITY/TOWN** informed of all financial information affecting it.

6. **CITY/TOWN** agrees to promptly deliver to **COUNTY** all records that it has accumulated and developed in the collection of assessments, and to cooperate in furnishing or locating any other information and records needed by **COUNTY** to perform its duties under the terms and conditions of this Agreement.

7. **COUNTY** agrees to allow an audit of the assessment collection records of **CITY/TOWN** in **COUNTY'S** possession during normal working hours with at least 48 hours advance, written notice to **COUNTY**. The expense of any and all such audits shall be paid by **CITY/TOWN**. A copy of any and all such audits shall be furnished to **COUNTY**.

8. **COUNTY** agrees that it will post a notice on its website, as a reminder that delinquent assessment penalties will apply to all assessments which are not paid by January 31, 2017. **COUNTY** agrees to mail a reminder notice to delinquent assessment accounts in the month of February 2017 notifying that delinquent penalties will apply to all assessments which are not paid by January 31, 2017. The reminder notices will be mailed between February 5, 2017 and February 28, 2017.

9. **COUNTY** agrees that it will post to a secure website collection reports for **CITY/TOWN** listing current assessments, delinquent assessments, and penalties and interest on a daily basis through September 30, 2017. **COUNTY** will provide monthly collection reports, monthly recap reports, and monthly attorney fee collection reports.

10. **CITY/TOWN** retains its right to select its own delinquent assessment/collection attorney and **COUNTY** agrees to reasonably cooperate with the attorney selected by **CITY/TOWN** in the collection of delinquent assessments and related activities.

11. **CITY/TOWN** will provide **COUNTY** with notice of any change in collection attorney on or before the effective date of the new collection attorney contract.

### III.

**COUNTY** hereby designates the Denton County Tax Assessor/ Collector to act on behalf of the County Tax Office and to serve as Liaison for **COUNTY** with **CITY/TOWN**. The County Tax Assessor/Collector, and/or his/her designee, shall ensure the performance of all duties and obligations of **COUNTY**; shall devote sufficient time and attention to the execution of said duties on behalf of **COUNTY** in full compliance with the terms and conditions of this Agreement; and shall provide immediate and direct supervision of the County Tax Office employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **COUNTY** and **CITY/TOWN**.

### IV.

It is understood and agreed between **COUNTY** and **CITY/TOWN** that the **CITY/TOWN**, in performing its obligations hereunder, is acting independently, and the **COUNTY** assumes no responsibility or liabilities in connection therewith to third parties. It is further understood and agreed between **COUNTY** and **CITY/TOWN** that the **COUNTY**, in performing its obligations hereunder, is acting independently, and the **CITY/TOWN** assumes no responsibilities in connection therewith to third parties. Nothing in this **AGREEMENT** is intended to benefit any third party beneficiary. **CITY/TOWN** agrees that it will protect, defend, indemnify, and hold harmless **COUNTY** and all of its officers, agents, and employees from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages received or sustained by person, persons, or property, on account of or arising out of, or in connection with the performance of the services, including without limiting the generality of the foregoing, any negligent act or omission of the **CITY/TOWN** or any employee, officer, agent, subcontractor, servant, invitee, or assignee of the **CITY/TOWN** in the execution or performance of this **AGREEMENT**. This provision shall survive the termination of this **AGREEMENT**.

V.

**COUNTY** accepts responsibility for the acts, negligence, and/or omissions of all **COUNTY** employees and agents, sub-contractors and /or contract laborers, and for those actions of other persons doing work under a contract or agreement with **COUNTY** to the extent allowed by law.

VI.

**CITY/TOWN** accepts responsibility for the acts, negligence, and/or omissions of all **CITY/TOWN** employees and agents, sub-contractors and/or contract laborers, and for those of all other persons doing work under a contract or agreement with **CITY/TOWN** to the extent allowed by law.

VII.

**CITY/TOWN** understands and agrees that **CITY/TOWN**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **COUNTY**. **COUNTY** understands and agrees that **COUNTY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **CITY/TOWN**.

VIII.

For the services rendered during the 2016 assessment year, **CITY/TOWN** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of assessment statements as follows:

1. The current assessment statements will be mailed by October 10, 2016 or as soon thereafter as practical. If **CITY/TOWN** does not provide **COUNTY** with an assessment roll identifying the assessments levied by **CITY/TOWN**'s governing body under Local Government Code Section 372.017 on or before September 10, 2016, **COUNTY** may charge a \$5,000.00 late processing fee, plus the per statement fee not to exceed \$0.72 each. The assessment roll is to be in the form of a spreadsheet as required by the Tax Assessor/Collector and delivered to the Tax Assessor/Collector; delivery may be by CD, or FTP. All assessments become due on receipt of the tax statement each year. **Assessment roll is to be accompanied by the governing body resolution for the 2016 assessment year.**

2. All unpaid assessments become delinquent on February 1<sup>st</sup> of the year following the assessment year. Penalty and interest fees accrue at the same rate and time schedule as the same year's ad valorem property tax. (Tax Code, Section 31.02(a), and 33.01(a)).

3. Delinquent assessment collection attorneys become involved at the same times as do the delinquent ad valorem property tax attorneys. (Tax Code, Sections 6.30, 33.07, 33.08, 33.11, and 33.48)

4. An additional notice will be sent during the month of March following the initial mailing provided that **CITY/TOWN** has requested such a notice on or before February 28, 2017. The fee for this service will be a rate not to exceed \$0.72.

5. At least 30 days, but no more than 60 days, prior to April 1<sup>st</sup>, and following the initial mailing, a delinquent assessment statement meeting the requirements of Section 33.11 of the Texas Property Tax Code will be mailed to the owner of each parcel having delinquent assessments.

6. At least 30 days, but no more than 60 days, prior to July 1<sup>st</sup>, and following the initial mailing, a delinquent assessment statement meeting the requirements of Section 33.07 of the Texas Property Tax Code will be mailed to the owner of each parcel having delinquent assessments.

7. For accounts which become delinquent on or after June 1<sup>st</sup>, **COUNTY** shall mail a delinquent tax statement meeting the requirements of Section 33.08 of the Texas Property Tax Code to the owner of each parcel having delinquent assessments.

8. In the event **DISTRICT** levies a supplemental assessment by order of its governing body after the assessment statements have already been mailed, **CITY/TOWN** shall provide **COUNTY** with an updated assessment roll identifying the assessments levied by **DISTRICT'S** governing body under Local Government Code Section 372.017, as corrected by any supplemental assessments levied by its governing body under Section 372.019. **CITY/TOWN** agrees **COUNTY** may charge a programming charge of \$5,000.00. **COUNTY** will mail corrected statements to the owner of each affected parcel. County will charge a fee for preparing and mailing will be at rate not to exceed \$0.72 per corrected statement. **Supplemental Assessment Roll will be accompanied by a resolution passed by the governing body authorizing the supplemental assessement(s).**

9. **CITY/TOWN** understands and agrees that **COUNTY** will, no later than January 31, 2017 deduct from current collections of **DISTRICT** the “Total Cost” of providing all services described in paragraphs 1-7 above. This “Total Cost” includes any such services that have not yet been performed at the time of deduction. The “Total Cost” of providing all services described in paragraphs 1-7 above shall be the total of:

**\$ 0.72** x the total number of parcels on **DISTRICT** Assessment Roll as reported on September 30, 2016 **end of year assessment roll for assessment year 2015**. In the event costs for additional delayed tax statements, processing and mailing are incurred as described in paragraph 1, **COUNTY** shall bill **CITY/TOWN** for such amounts.

**CITY/TOWN** shall pay **COUNTY** all billed amounts within 30 days of its receipt of said bill.

**CITY/TOWN** further understands and agrees that **COUNTY** (at its sole discretion) may increase or decrease the amounts charged to **CITY/TOWN** for any renewal year of this Agreement, provided that **COUNTY** gives written notice to **CITY/TOWN** sixty (60) days prior to the expiration date of the initial term of the Agreement. The County Budget Office establishes collection rates annually based on a survey of actual annual costs incurred by the **COUNTY** in performing tax collection services. The collection rate for each year is approved by County Commissioners’ Court. All entities are assessed the same per parcel collection rate.

## IX.

**COUNTY** agrees to remit all assessments, penalties, and interest collected on **CITY/TOWN** behalf and to deposit such funds into the **CITY/TOWN** depositories, as designated:

1. For deposits of assessments, penalties, and interest, payment shall be by wire transfer or ACH to **CITY/TOWN** depository accounts only. Only in the event of failure of electronic transfer protocol will a check for deposits of assessments, penalty and interest be sent by mail to **CITY/TOWN**.

2. If **CITY/TOWN** uses the same depository as **COUNTY**, the deposits assessments, penalty and interest shall be by deposit transfer.

3. In anticipation of renewal of this Agreement, **COUNTY** further agrees that deposits will be made daily through September 30, 2017. It is expressly understood, however, that this obligation of **COUNTY** shall not survive termination of this Agreement, whether by termination by either party or by failure of the parties to renew this Agreement.

4. In event that **COUNTY** experiences shortage in collections as a result of an outstanding assessment debt of **CITY/TOWN**, the **CITY/TOWN** agrees a payment in the amount of shortage shall be made by check or ACH to **COUNTY** within 15 days after notification of such shortage.

X.

In the event of termination, the withdrawing party shall be obligated to make such payments as are required by this Agreement through the balance of the assessment year in which notice is given. **COUNTY** shall be obligated to provide services pursuant to this Agreement, during such period.

XI.

This Agreement represents the entire agreement between **CITY/TOWN** and **COUNTY** and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both **CITY/TOWN** and **COUNTY** or those authorized to sign on behalf of those governing bodies.

XII.

Any and all written notices required to be given under this Agreement shall be delivered or mailed to the listed addresses:

**COUNTY:**

County Judge of Denton County  
110 West Hickory  
Denton, Texas 76201  
Telephone 940-349-2820

**CITY/TOWN:** \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

**XIII.**

**CITY/TOWN** hereby designates \_\_\_\_\_ to act on behalf of **CITY/TOWN**, and to serve as Liaison for **CITY/TOWN** to ensure the performance of all duties and obligations of **CITY/TOWN** as stated in this Agreement. **CITY/TOWN** designee shall devote sufficient time and attention to the execution of said duties on behalf of **CITY/TOWN** in full compliance with the terms and conditions of this Agreement; shall provide immediate and direct supervision of the **CITY/TOWN** employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **CITY/TOWN** and **COUNTY**.

**XIV.**

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties that the remaining portions shall remain valid and in full force and effect to the extent possible.

**XV.**

The undersigned officers and/or agents of the parties are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties. Each party hereby certifies to the other that any resolutions necessary for this Agreement have been duly passed and are now in full force and effect.

Executed in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

**COUNTY**

Denton County  
110 West Hickory  
Denton, Texas 76201

BY: \_\_\_\_\_  
Honorable Mary Horn  
Denton County Judge

ATTEST:  
BY: \_\_\_\_\_  
Juli Luke  
Denton County Clerk

APPROVED FORM AND CONTENT:  
\_\_\_\_\_  
Michelle French  
Denton County  
Tax Assessor/Collector

**CITY/TOWN**

\_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

BY: \_\_\_\_\_  
Name: \_\_\_\_\_   
Title: \_\_\_\_\_

ATTEST:  
BY: \_\_\_\_\_  
Name \_\_\_\_\_   
Title \_\_\_\_\_

APPROVED AS TO FORM:  
\_\_\_\_\_  
Denton County Assistant District Attorney

## MEMORANDUM

**TO:** Donna Barron, City Manager

**FROM:** Brenda Martin, Director of Finance

**DATE:** August 8, 2016

**SUBJECT:** **Approval of Waiving the Penalty and Interest on Property Tax Account 662758DEN**

### BACKGROUND

This account is one of a number of tax delinquencies discovered the past two years to have been placed in an “Exempt” status under the name of “TxDOT”. This involves a condemnation process whereby the Texas Department of Transportation acquired property from the taxpayer in the year 2015 that is at issue here for unpaid taxes. Timely notice was not provided to the taxpayer of taxes owed for the portion of the year the property was owned by the taxpayer. Upon recent notification by Sawko & Burroughs, the City’s delinquent tax collector, that this 2015 tax was unpaid, the taxpayer timely paid same under protest, together with accrued penalty and interest, and filed this request for waiver and refund of the penalty and interest paid.

### ANALYSIS

State law provides, in relevant part, that the city council of a municipality “shall waive penalties and may provide for the waiver of interest on a delinquent tax if an act or omission...caused or resulted in the taxpayer’s failure to pay the tax before delinquency and if the tax is paid not later than the 21<sup>st</sup> day after the date the taxpayer knows of the delinquency.” Tex. Tax Code Section 33.011(a)(1). It is the opinion of Sawko & Burroughs, based on the information provided, the circumstances in this case satisfy the waiver provision in state law.

The penalty and interest waiver for the taxpayer total to \$180.57.

### RECOMMENDATION

It is City staff’s recommendation that the City Council approve the City to waive the penalty and interest at issue.



**Shareholders:**  
Gregory J. Sawko  
Mark A. Burroughs

1172 Bent Oaks Drive  
Denton, Texas 76210

[www.DentonLawyer.com](http://www.DentonLawyer.com)

(940) 382-4357 Telephone  
(940) 591-0991 Telecopy

[AttyBurroughs@DentonLawyer.com](mailto:AttyBurroughs@DentonLawyer.com)

August 5, 2016

*Via E-Mail: [bmartin@cityoflewisville.com](mailto:bmartin@cityoflewisville.com)*

Ms. Brenda Martin, Director of Financial Services  
City of Lewisville, Texas

RE: Request for Agenda Item to Consider Taxpayer Request(s) for Waiver and Refund  
of Certain Penalties and Interest on Property Taxes

Dear Brenda:

I am forwarding one or more request(s) for waiver and refund of penalties and interest related to property tax accounts as your property tax collections enforcement law firm.

Enclosed please find my formal opinion letter supporting consideration by the City of Lewisville for waiver of penalties and interest on one or more property tax accounts for 2015 taxes, as requested by each affected taxpayer(s). I request that the enclosed request(s) be taken up at a meeting of the City Council to vote to either remove said penalties and interest and direct the Denton County Tax Office to refund same, or decline to do so.

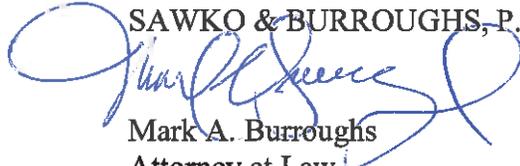
Although the opinion letter I have included herewith sets forth the purpose and grounds to authorize waiver, if further explanation might be helpful, please let us know so that we can coordinate same with you. It is not anticipated that there is any opposition to the enclosed request(s) for waiver.

The Denton County Tax Office ordinarily presents requests for waivers and refunds such as these; however, the particular issue that effectively "caused" these 2015 taxes to fall delinquent is a novel one, is very complex (in that it involves condemnations by governmental entities) and so is subject to interpretation, there being no history or established procedure to address same at this time. For this reason, the Tax Office requested that we forward these requests to each of our taxing entity clients with affected accounts.

Brenda Martin  
Page Two  
August 5, 2016

Please feel free to contact me with any questions in this regard.

Sincerely,

SAWKO & BURROUGHS, P.C.  
  
Mark A. Burroughs  
Attorney at Law

MAB/cd

Enclosures

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**REQUEST TO WAIVE PENALTY AND INTEREST  
RESPONSE MEMO  
OFFICIAL ACTION OF GOVERNING BODY**

Name of Governing Body: The City of Lewisville

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

Account number(s): 662758DEN

Property Owner Name(s): 3006 Daytona Drive, LLC, Ragged Armadillo, LLC,  
Sandbar Crossing, LLC and Tipster Holdings, LLC

On this date, \_\_\_\_\_, the Denton County Tax Assessor-Collector  
has been authorized to provide the following action:

Waiver for penalty and interest GRANTED on the above account  
number(s).

Waiver for penalty and interest DENIED on the above account number(s).

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

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



**Shareholders:**  
Gregory J. Sawko  
Mark A. Burroughs

1172 Bent Oaks Drive  
Denton, Texas 76210

[www.DentonLawyer.com](http://www.DentonLawyer.com)

(940) 382-4357 Telephone  
(940) 591-0991 Telecopy

[AttyBurroughs@DentonLawyer.com](mailto:AttyBurroughs@DentonLawyer.com)

August 5, 2016

*Via E-Mail: [bmartin@cityoflewisville.com](mailto:bmartin@cityoflewisville.com)*

Ms. Brenda Martin, Director of Financial Services  
City of Lewisville, Texas

RE: Request for Waiver of Penalty and Interest; Property Tax Account No. 662758DEN

Dear Brenda:

Pursuant to Texas Property Tax Code Section 33.011, under certain circumstances the governing body of a taxing authority either may or must waive penalty and interest otherwise due and owing on property taxes assessed against property within the taxing authority's boundaries. We, as your Property Tax Attorneys, received requests for review of penalty and interest from the Denton County Tax Office after submittal by the taxpayer making each request, copies enclosed. We offer the following opinion with respect to each request.

Each account is one of a number of tax delinquencies that have recently been placed in an "Exempt" status under the name of "TxDOT". This involved a condemnation process whereby the Texas Department of Transportation acquired property from the taxpayer in the year 2015 that is at issue here for unpaid taxes. Upon recent notification by our office that this 2015 tax was unpaid, the taxpayer timely paid same under protest, and filed this request for waiver of the penalty and interest.

**We support the request.**

Section 33.011 (a)(1), Texas Property Tax Code, provides in pertinent part that "The governing body of a taxing unit . . . shall waive penalties and may provide for the waiver of interest on a delinquent tax if an act or omission of an officer, employee or agent of the taxing unit or the appraisal district in which the taxing unit participates caused or resulted in the taxpayer's failure to pay the tax before delinquency and if the tax is paid not later than the 21<sup>st</sup> day after the date the taxpayer knows or should know of the delinquency". Per subsection (d) of Section 33.011, such a request for waiver of penalties and interest "must be made before the 181<sup>st</sup> day after the delinquency date".

Brenda Martin

Although there may be some ambiguity and possible differing of opinion as to whether the requisite "error or omission" occurred causing the delinquency, I strongly believe under these narrow circumstances that it did. The error or omission was, in my opinion, the result of a flaw in the condemnation process whereby:

1. no accounting, pro-ration or payment was made of estimated or actual current-year taxes (the year when the condemnation closed) by TxDOT or any party out of the condemnation;
2. no substantive notice was provided to the "seller" that seller would have any responsibility to pay current-year taxes after the sale to TxDOT;
3. the property condemned was placed into an effectively dormant, "exempt" status upon transfer to TxDOT;
4. no record at the Denton Central Appraisal District or the Denton County Tax Office retained the condemnation seller's identity as a responsible party for taxes accruing during the part of the year of condemnation that seller owned same (and for which seller is now being held responsible);
5. no notice was provided or attempted to the taxpayer that taxes they were solely responsible for were assessed, billed or had fallen delinquent, having only been sent to TxDOT by the Tax Office (which is technically the required minimum notice under the Property Tax Code); and
6. under the current system, it was impossible for the taxpayer to discover their tax liability or even to pay it, as no record of their liability had heretofore been kept to identify them as a liable party on the new TxDOT-owned account.

There is a provision of the Property Tax Code, Section 26.11, that indirectly provides a mechanism for estimating and pro-rating taxes on property acquired during a year by an exempt governmental entity. However, in the present situation, this was not done and no action was taken by TxDOT or any party to the condemnation process to identify or allocate the estimated and pro-rated tax liability to the prior owner as provided therein. Apparently nothing in the current condemnation process compels TxDOT to perform this function, and no tax bills received by TxDOT on the subject property were ever forwarded to the condemnee taxpayer, nor did the Tax Office send any notices of this tax indebtedness to the responsible taxpayer (as, again, no Code provision applies to compel the Tax Office to do so).

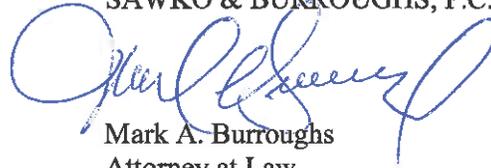
Therefore, under these circumstances, the first notice received or that was possible to be received by the taxpayer was from our office well after penalty and interest accrued against the unpaid tax. In my opinion, a flaw in the system of accounting for current-year taxes in a condemnation proceeding caused "an act or omission" by the Denton County Tax Office, the Denton Central Appraisal District and/or their agents, to prevent notice or timely payment of 2015 taxes on this tax account by the responsible taxpayer subject to the condemnation action.

All other necessary conditions to provide for waiver being present, I submit this taxpayer request for waiver of all penalties and interest for 2015 taxes on the aforesaid property tax account, and for refund of said penalties and interest that may have been paid under protest, with my endorsement supporting same. For your information, this action simultaneously removes all attorney's fees otherwise owed to us on this account as well.

Brenda Martin  
Page Three  
August 5, 2016

Sincerely,

SAWKO & BURROUGHS, P.C.



Mark A. Burroughs  
Attorney at Law

MAB/CD

Enclosures

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**GLAST, PHILLIPS & MURRAY**  
*A PROFESSIONAL CORPORATION*  
*ATTORNEYS & COUNSELORS*

**Larry D. Salmon**  
Board Certified - Commercial Real  
Estate Law  
Texas Board of Legal Specialization  
LSALMON@GPM-LAW.COM  
(972) 419-8322

14801 QUORUM DRIVE, SUITE 500  
DALLAS, TEXAS 75254-1449  
MAIN (972) 419-8300  
FAX (972) 419-8329

WWW.GPM-LAW.COM

July 22, 2016

Denton County Tax Assessor/Collector  
P.O. Box 90223  
Denton, TX 76202-5223

Re: Tax Account # 662758DEN

Gentlemen:

I represent 3006 Daytona Drive, LLC, Ragged Armadillo, LLC, Sandbar Crossing, LLC and Tipster Holdings, LLC, the owners of certain real property located in the Lakepoint Shopping Center, Lewisville, Texas previously occupied by Saltgrass Steak House and which was partially taken in condemnation by TXDOT in the widening of I-35 in March of 2015.

By letter dated July 12, 2016, Mark Burroughs, attorney for the City of Lewisville, notified my clients of unpaid 2015 property taxes under the above referenced tax account. This was the first notice received by my clients of any unpaid taxes with respect to their property. All property taxes for 2015 under my client's tax account number 173187DEN were timely paid in 2015. My clients believed they had timely paid all property taxes due in connection with this property. After discussions with Mr. Burroughs, I understand that following the condemnation, TXDOT was issued the new tax account number of 662758DEN for the property that was taken in condemnation. I further understand that the 2015 property tax statement for the prorated portion of the 2015 property taxes was sent to TXDOT and not my clients. Neither TXDOT nor your office notified my clients of the prorated portion of taxes due for 2015. By timely paying in full all taxes shown on their 2015 Tax Statement for Account Number 173187DEN, they understandably believed they had paid all taxes due in connection with this property.

Enclosed is my client's check in the amount of \$3,065.21 in full payment of all taxes, penalties and interest as shown presently due on the referenced tax account number 662758DEN. However, pursuant to Section 33.011 of the Texas Property Tax Code and based upon the above cited facts, we respectfully request a waiver and refund of the penalties and interest totalling \$900.51. Please contact me if you need additional information to process the waiver and refund request. Thank you for your attention to this matter.

Denton County Tax Assessor/Collector  
July 22, 2016  
Page 2

Very truly yours,

GLAST, PHILLIPS & MURRAY, P.C.

By:   
Larry D. Salmon, P.C.

LDS:dol

Enclosure

cc: Kay Tips

Mark A. Burroughs ✓

6325288\_1.docx

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A GREEN BACKGROUND PRINTED ON TRUE WATERMARK PAPER

**Edward Jones**  
MAKING SENSE OF INVESTING

201 Progress Parkway  
Maryland Heights, MO 63043

The Northern Trust Company  
Oak Brook, IL

Check Number  
137974534

VOID AFTER 180 DAYS

Date: 07/21/2016

70-2382  
719

PAY: Three Thousand Sixty-Five and 21/100 dollars \*\*\*\*\*

Pay to the order of  
DENTON COUNTY TAX ASSESSOR  
C/O LARRY SALMON  
GLAST, PHILLIPS & MURRAY PC  
14801 QUORUM DRIVE  
STE 500  
DALLAS TX 75254

Amount \$\*\*\*\*\*3,065.21

*James D. Walsh*

⑈ 137974534 ⑈ ⑆ 071923828 ⑆ 030178174 ⑈

7/28/2016

# Delinquent Tax Statement

P & I AND FEES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Tax Account Number: 662758DEN

Denton County Tax Assessor/Collector

By Mail: P.O. Box 90223  
Denton, TX 76202  
(940) 349-3500

or

In- Person: 1505 E. McKinney St.  
Denton, TX 76209  
Metro (972)434-8835

<b>Owner</b>	<b>LEGAL DESCRIPTION</b>	<b>Status:</b> Exempt	<b>Type:</b> R
TEXAS DEPARTMENT OF TRANSPORTATI TXDOT 125 E 11TH ST  AUSTIN TX 78701-2	LAKEPOINTE PH 5 BLK H LOT 6(PT)(ROW)  <b>Property Address:</b> 0000000		

City of Lewisville					
Tax Year	Tax Due	Penalty	Interest	Penalty 2	Total Due
2015	\$434.06	\$52.09	\$26.04	\$102.44	\$614.63
<b>Total</b>	<b>\$434.06</b>	<b>\$52.09</b>	<b>\$26.04</b>	<b>\$102.44</b>	<b>\$614.63</b>

## Total Taxes Due

On all payments reference Tax Account Number: 662758DEN

If Paid in July, 2016		If Paid in August, 2016		Pay Tax To:
Total Tax:	\$434.06	Total Tax:	\$434.06	Denton County Tax Assessor
Total P&I:	\$78.13	Total P&I:	\$82.47	P.O. Box 90223
Total Pen 2:	\$102.44	Total Pen 2:	\$103.31	Denton, TX 76202
<b>Total Tax Due:</b>	<b>\$614.63</b>	<b>Total Tax Due:</b>	<b>\$619.84</b>	For Credit Cards: <a href="http://taxweb.dentoncounty.com">http://taxweb.dentoncounty.com</a>

## Court Costs and Fees Due

<b>**Court Costs:</b>	<b>\$1.00</b>	<b>Pay To:</b>	Denton County District Clerk
<p><b>**Please note: Court Costs are imposed by the Court itself and are subject to change. To confirm amount due prior to payment you must call (940) 349-2200 or visit <a href="http://dentoncounty.com">dentoncounty.com</a>. To pay by phone please call (866) 549-1010 or To pay online visit <a href="http://www.certifiedpayments.net">www.certifiedpayments.net</a>; Bureau Code: 9996899</b></p>			P.O. Box 2146
			Denton, TX 76202-2146
			<b>*Certified Funds Only*</b>

## MEMORANDUM

**TO:** Donna Barron, City Manager

**FROM:** Brenda Martin, Director of Finance

**DATE:** August 3, 2016

**SUBJECT:** **Consideration of an Ordinance of the City of Lewisville Approving the 2016-2017 Annual Service Plan Update to the Service and Assessment Plan and Assessment Roll for Public Improvements for the Josey Lane Public Improvement District With Chapter 372, Texas Local Government Code, as Amended; Providing a Repealer, Severability, and an Effective Date; and Declaring an Emergency.**

### BACKGROUND

Chapter 372 of the Local Government Code authorizes the creation of Public Improvement Districts (PIDs) to provide a tool by which a city can levy and collect special assessments on property that is within the city or within the city's extraterritorial jurisdiction (ETJ) for designated purposes including the construction of street and water/wastewater improvements. On October 6, 2014, the City created the Josey Lane Public Improvement District (PID) after a petition requesting the establishment of the District was accepted and a public hearing related to the advisability of proposed improvements was held.

On December 15, 2014 City Council approved an ordinance accepting and approving a Service and Assessment Plan and Assessment Roll for the authorized improvements within the District. The Service and Assessment Plan identifies the public improvements to be provided by the PID, the cost of the public improvements, and the manner of assessing the property in the PID for the costs of the public improvements. The Assessment Roll identifies the assessment on each parcel, based on the method of assessment identified in the Plan.

Calculation of the assessments and annual installments for a lot or parcel shall begin as of September 1 and due each January 31<sup>st</sup> following the one year anniversary of the final plan approval for that lot or parcel. Construction and improvements have been ongoing within the District since 2014 and the first final plats have now been approved in the PID. The plan should be reviewed and updated for the purpose of determining the annual budget for improvements.

### ANALYSIS

The PID is located within the City along Josey Lane north of FM544 and south of Windhaven Drive. It encompasses approximately 156 acres and at completion, will consist of approximately 525 single family residential units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID.

Ordinance - SAP Josey Lane PID  
August 3, 2016  
Page 2

**RECOMMENDATION**

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

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF LEWISVILLE APPROVING THE 2016-2017 ANNUAL SERVICE PLAN UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR PUBLIC IMPROVEMENTS FOR THE JOSEY LANE PUBLIC IMPROVEMENT DISTRICT WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PROVIDING A REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE; AND DECLARING AN EMERGENCY**

WHEREAS, the City Council of the City (the “City Council”) of Lewisville, Texas (the “City”) received a petition (the “Petition”) requesting creation of a public improvement district (the “District”) under 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 proposed 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 under the proposal; and

**WHEREAS**, the petitions contained the signatures of the owners of taxable property representing more than 50 percent of the appraised value of taxable real property liable for assessment within the boundaries of the proposed District, as determined by the then current ad valorem tax rolls of the Denton Central Appraisal District and the signatures of property owners who own taxable real property that constitutes more than 50 percent of the area of all taxable property that is liable for assessment by the City; and

**WHEREAS**, on October 6, 2014, after due notice, the City Council of the City (the “City Council”) held the public hearing in the manner required by law on the advisability of the certain public improvements (the “Authorized Improvements”) described in the petition as required by Sec. 372.009 of the Act and made the findings required by Sec. 372.009(b) of the Act and, by resolution adopted by a majority of the members of the City Council, authorized the Josey Lane Public Improvement District (the “Josey Lane PID”) in accordance with its findings as to the advisability of certain public improvement projects and services; and

**WHEREAS**, on October 10, 2014, the City published notice of its authorization of the Josey Lane PID in a newspaper of general circulation in the City; and

**WHEREAS**, no written protests of the Josey Lane PID from any owners of record of property within the Josey Lane PID were filed with the City within 20 days after October 10, 2014; and

**WHEREAS**, the City, pursuant to Section 372.016(b) of the Act, published notice on December 3, 2014 in a newspaper of general circulation in the City to consider the proposed Service and Assessment Plan for the Josey Lane PID and the levy of the Assessments on property in the Josey Lane PID; and

**WHEREAS**, the City Council, pursuant to Section 372.016(c) of the Act, caused the mailing of notice of the public hearing to consider the proposed Service and Assessment Plan and the related assessment roll (the “Assessment Roll”) and the levy of Assessments on property in the Josey Lane PID to the address of the last known address of the owners of the property liable for the Assessments; and

**WHEREAS**, the City Council convened the hearing at 7:00 p.m. on the 15th day of December, 2014, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Service and Assessment Plan, the Assessment Roll, and each proposed Assessment, and to offer testimony pertinent to any issue presented on the amount of the Assessment, the allocation of the costs of the Authorized Improvements, the purposes of the Assessment, the special benefits of the Assessment, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

**WHEREAS**, the City Council found and determined that the Service and Assessment Plan and Assessment Roll should be approved and that the Assessments (as defined in the Service and Assessment Plan) should be levied on property within the Josey Lane PID as provided in the ordinance approving the Service and Assessment Plan and the Service and Assessment Plan and Assessment Roll; and

**WHEREAS**, the City Council further found that there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of the costs of the Authorized Improvements, the Assessment Roll and the levy of Assessments; and

**WHEREAS**, by the adoption of Ordinance No. ORD-4144-12-2014 adopted December 15, 2014, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the Josey Lane PID, the City Council levied assessments for public improvements on property in the Josey Lane PID as set forth in the Service and Assessment Plan and Assessment Roll for the Josey Lane PID in conformity with the requirements of the Act; and

**WHEREAS**, pursuant to Section 371.013, the Service and Assessment Plan must cover a period of at least five years and must also define the annual indebtedness and projected costs for improvements and such Service and Assessment Plan must be reviewed and updated annually for the purpose of determining the annual budget for improvements; and

**WHEREAS**, the City has directed that an update to the Service and Assessment Plan and the Assessment Roll for the Josey Lane PID for 2016-2017 (the “Annual Service Plan Update”) be prepared, setting forth the annual budget for improvements and the Annual Installment for assessed properties in the Josey Lane PID, and the City now desires to approve such Annual Service Plan Update;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, THAT:**

Section 1.            Findings. The findings and determinations set forth in the preambles hereto are hereby incorporated by reference for all purposes.

Section 2.            Terms. Terms not otherwise defined herein are defined in the Annual Service Plan Update attached hereto as Exhibit A.

Section 3.            Approval of Update. The Annual Service Plan Update for the Josey Lane PID for 2016-2017 is hereby approved and accepted by the City Council.

Section 4.            Severability. If any provision, section, subsection, sentence, clause or phrase of this ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other portion here, and all provisions of this ordinance are declared to be severable for that purpose.

Section 5.            Effective Date. This ordinance shall take effect from and after its final date of passage, and it is accordingly so ordered.

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PASSED AND APPROVED this 15<sup>th</sup> day of August, 2016.

\_\_\_\_\_  
Rudy Durham, MAYOR

ATTEST:

\_\_\_\_\_  
Julie Heinze, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Lizbeth Plaster, CITY ATTORNEY

**EXHIBIT A**

**PUBLIC IMPROVEMENT SERVICE AND ASSESSMENT PLAN  
AND ASSESSMENT ROLL 2016-2017 – JOSEY LANE PID**

**JOSEY LANE PUBLIC IMPROVEMENT DISTRICT**

**LEWISVILLE, TEXAS**

**ANNUAL SERVICE PLAN UPDATE**

August 10, 2016

**JOSEY LANE PUBLIC IMPROVEMENT DISTRICT  
LEWISVILLE, TEXAS**

**ANNUAL SERVICE PLAN UPDATE**

**A. Introduction**

The Josey Lane Public Improvement District (the “PID”) was created pursuant to the PID Act and a resolution of the City Council on October 6, 2014 to finance certain public improvement projects for the benefit of the property in the PID. The property within the PID is shown in Appendix A attached hereto. A Reimbursement Agreement between the City and the Developer was signed on December 15, 2014 to finance, provide or otherwise assist in the acquisition and construction of the Authorized Improvements provided for the benefit of the property in PID. The reimbursement obligations (the “Reimbursement Amount”) for the Authorized Improvements are secured by special assessments.

A service and assessment plan (the “Service and Assessment Plan”) was prepared at the direction of the City identifying the Authorized Improvements (the “Authorized Improvements”) to be provided by PID, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the PID for the costs of the Authorized Improvements. Pursuant to the PID Act, the Service and Assessment Plan must be reviewed and updated annually. This document is the annual update of the Service and Assessment Plan for 2016 (the “Annual Service Plan Update”).

The City also adopted an assessment roll (the “Assessment Roll”) identifying the assessments on each parcel within the PID, based on the method of assessment identified in the Service and Assessment Plan. This Annual Service Plan Update also updates the Assessment Roll for 2016. Capitalized terms used in this Annual Service Plan Update shall have the meanings set forth in the Service and Assessment Plan or the Reimbursement Agreement, as applicable.

**B. Update of the Service Plan**

***Annual Budget for the Authorized Improvements***

The total estimated cost of the Authorized Improvements is equal to \$17,738,000, which remains the same as the budget estimates included in the original Service and Assessment Plan. There have been no budget line item amount revisions for the Authorized Improvements reported by the Developer and, therefore, no changes for the Annual Service Plan Update. Appendix B to this Annual Service Plan Update shows the budget for the Authorized Improvements.

As shown by Table A in the following page, the PID has incurred indebtedness in the total amount of \$17,738,000 in the form of the Reimbursement Agreement, which is to be repaid from Assessments.

**Table A**  
**Sources and Uses of Funds**  
**Authorized Improvements**

<b>Sources of Funds</b>	<b>Total</b>
Reimbursement Amount	\$17,738,000
<b>Total Sources</b>	<b>\$17,738,000</b>
<b>Uses of Funds</b>	
<i>Authorized Improvements</i>	
Total estimated costs	\$17,738,000
<b>Total Uses</b>	<b>\$17,738,000</b>

A service plan must cover a period of five years. All of the Authorized Improvements are expected to be built within a period of five years. The estimated costs of the Authorized Improvements, the anticipated budget for the Authorized Improvements over a period of five years and the indebtedness expected to be incurred for these costs are shown in Table B below.

**Table B**  
**Annual Projected Costs and Annual Projected Indebtedness**

<b>Year</b>	<b>Annual Projected Improvement Cost</b>	<b>Annual Projected Indebtedness (Estimated Annual Installments)<sup>1</sup></b>	<b>Excess Costs paid by sources other than Assessment Revenue</b>
2016	\$7,832,767 <sup>1</sup>	\$517,028	\$0
2017	\$2,476,308	\$1,258,181	\$0
2018	\$2,476,308	\$1,253,081	\$0
2019	\$2,476,308	\$1,253,081	\$0
2020	\$2,476,308	\$1,266,630	\$0
<b>Total</b>	<b>\$17,738,000</b>	<b>\$5,548,002</b>	<b>\$0</b>

<sup>1</sup> – According to the Developer, the total amount of \$7,832,767 includes amounts spent through July 2016 of \$4,805,206 and additional \$3,027,561 in projected amounts to be spent through the end of 2016.

**C. Update of the Assessment Plan**

The Service and Assessment Plan adopted by the City Council provided that the costs of the Authorized Improvements shall be allocated to the Assessed Property within the PID based on the Equivalent Units of the residential dwelling units anticipated to be built on each Parcel once such property is fully developed, and that such method of allocation will result in the imposition of equal shares of costs of the Authorized Improvements to Parcels similarly benefited.

Pursuant to Section VI.F of the Service and Assessment Plan, “Calculation of the Assessments and the first Annual Installment for a Lot or Parcel shall begin as of September 1<sup>st</sup>. Annual Installments shall be due by each January 31<sup>st</sup> following the one year anniversary of the final plat approval for that Lot or Parcel.”

According to the Developer and the project engineer, final plats were recorded for 133 Lots in the western section of the PID referred to as “Lakewood Hills West Addition, Phase I” on November 17, 2015 and 73 Lots in the southern section of the PID referred to as “Lakewood Hills South Addition” on January 15, 2016.

Based on the above provision regarding the collection of the Assessments or the Annual Installments (if such Assessments are not paid in full), the first Annual Installments on the 206 platted Lots shall begin as of September 1, 2016 and shall be due by January 31, 2017.

***Debt Service and Collection Costs***

The Assessment imposed on any parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in thirty-five annual installments of principal and interest beginning with the first January 31<sup>st</sup> following the one-year anniversary of the final plat approval for that Lot or Parcel.

Pursuant to the Service and Assessment Plan and the Reimbursement Agreement, interest at the rate of 6.53% per annum, simple interest shall begin to accrue on the Assessment for a Lot once final plats are recorded or until the Assessment is paid in full. As described above, final plats have been recorded for 206 Lots through January 30, 2016. As a result, there are 206 lots that are subject to the Annual Installments to be collected for 2016. These Annual Installments shall be billed by the City in 2016 and will be delinquent on February 1, 2017.

Table C below shows the amount of Assessments applicable to the 206 platted Lots pursuant to the Assessment Per Lot calculated and shown for each Lot Type in the Service and Assessment Plan.

**Table C**  
**Assessments on Platted Lots**

<b>Lot Type</b>	<b>Total No. of Units</b>	<b>Equivalent Unit Factor</b>	<b>Total Equivalent Units</b>	<b>Total Assessment per Lot Type</b>	<b>Total Assessments</b>
1	111	1.00	111.00	\$31,245.38	\$3,468,236.74
2	58	1.20	69.60	\$37,494.45	\$2,174,678.18
3	12	1.30	15.60	\$40,618.99	\$487,427.87
4	19	1.40	26.60	\$43,743.53	\$831,127.00
5	6	1.60	9.60	\$49,992.60	\$299,955.61
<b>Total</b>	<b>206</b>		<b>232.40</b>		<b>\$7,261,425.40</b>

Pursuant to the Service and Assessment Plan, the Assessment Roll shall show the remaining balance of the Assessments and the Annual Installment due for 2016 to be collected from each Parcel. Administrative Expenses are allocated to each Parcel based on the Equivalent Units for each Parcel. Each Annual Installment shall be reduced by any funds available, such as interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

Debt service will be paid on the Reimbursement Agreement from the collection of the Annual Installments. In addition, Administrative Expenses are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments and other PID management and administrative activities.

Annual Installments to be collected for 2016

The budget for the PID to be collected for 2016 is shown by Table D.

**Table D**  
**Budget for the Annual Installments**  
**To be collected for 2016**

	<b><u>Total</u></b>
Interest due on unpaid Assessments	\$474,171
Principal due	\$0
Subtotal debt service on the Reimbursement Agreement	\$474,171
Estimated Administrative Expenses	\$42,857
Subtotal Expenses	\$517,028
Available Administrative Expenses	\$0
Other funds available	\$0
Subtotal funds available	\$0
<b>Annual Installments</b>	<b>\$517,028</b>

As shown in Table D above, the total Annual Installment for 2016 is equal to \$517,028. The total debt service payments on the Reimbursement Agreement is equal to \$474,171, which represents interest due on the Assessments on the platted Lots shown in Table C ( $\$7,261,425.40 \times 6.53\% = \$474,171$ ). There is no principal amount to be collected for 2016 and the Administrative Expenses for 2016 are estimated to be \$42,857.

As shown in Table C, the total Equivalent Units for the 206 platted Lots is equal to 232.40. As a result, the 2016 Annual Installment per Equivalent Unit is equal to \$2,224.73 ( $\$517,028 \div 232.40 = \$2,224.73$ ). The 2016 Annual Installments to be collected from each Lot Type are

calculated by multiplying the Annual Installment Per Equivalent Unit by the Equivalent Unit Factors for each Lot Type as shown in Table E.

**Table E**  
**Annual Installment per Lot Type**

<b>Lot Type</b>	<b>Annual Installment per EU</b>	<b>EU Factor</b>	<b>Annual Installment per Unit</b>
1	\$2,224.73	1.00	\$2,224.73
2	\$2,224.73	1.20	\$2,669.68
3	\$2,224.73	1.30	\$2,892.15
4	\$2,224.73	1.40	\$3,114.63
5	\$2,224.73	1.60	\$3,559.57

The list of parcels within PID, the total Assessments for each Parcel and the Annual Installment to be collected for 2016 are shown in the Assessment Roll summary attached hereto as Appendix C.

**D. Update of the Assessment Roll**

Pursuant to the original Service and Assessment Plan, the Assessment Roll shall be updated each year.

The Assessment Roll summary is shown in Appendix C. Each parcel in PID is identified, along with the Assessment on each Parcel and the Annual Installment to be collected from each parcel. Assessments are to be reallocated for the subdivision of any parcels.

According to the Service and Assessment Plan, upon the subdivision of any Parcel, the Administrator shall reallocate the Assessment for the Parcel prior to the subdivision among the new subdivided Parcels using the formula shown in the Service and Assessment Plan. Such formula is updated as follows in order to account for potential multiple lot subdivisions:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

- A = the Assessment for each new subdivided Parcel
- B = the Assessment for the Parcel prior to subdivision
- C = the estimated number of equivalent units to be built on each newly subdivided Parcel
- D = the sum of the estimated number of equivalent units to be built on all of the new subdivided Parcels

The calculation of the estimated number of equivalent units to be built on a Parcel shall be performed by the Administrator and confirmed by the City Council based on the information

available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number of units to be built on a Parcel may be estimated by net land area and reasonable density ratios. The Assessments for subdivided Parcels in accordance with this section will be determined by the Administrator and recommended to and approved by the City Council in an Annual Service Plan Update.

According to the Developer, the project engineer and Denton Central Appraisal District (the “DCAD”) online records, there were two final plats recorded for 206 new Lots in the PID through January 30, 2016. According to the engineer, the new Parcels were subdivided from Parcels 20186, 528014, 17582 and 528012. The total Equivalent Units originally estimated and the total Assessment originally allocated to the four Parcels were 409 and \$12,779,358.82, respectively. The Equivalent Unit for each newly subdivided Lot Type 1 is equal to 1.00. Accordingly, the Assessment reallocated to each newly subdivided Lot Type 1 as calculated using the reallocation formula is equal to \$31,245.38 [ $\$12,779,358.82 \times (1.00 \div 409.00)$ ]. The Assessments are reallocated to each of the other newly subdivided Lot Types in the same manner. The total number of new Lots subdivided by Lot Type, the applicable Equivalent Unit Factor for each newly subdivided Lot Type, the total Equivalent Units for each newly subdivided Lot and the corresponding total Assessment reallocated to each newly platted Lot using the reallocation formula described herein is shown in Table F below.

**Table F**  
**Assessment Reallocations after Subdivision of Parcels**

Prior to Subdivision			After Subdivision						
Parcels	Total Equivalent Units	Total Assessments	New Parcels	No of Units	Lot Type	EU Factor	Total EU	Assessment per Unit	Total Assessments
20186	251.70	\$7,864,461.16	Various <sup>1</sup>	111	1	1.00	111.00	\$31,245.38	\$3,468,236.74
528014	25.00	\$781,134.40	Various <sup>1</sup>	58	2	1.20	69.60	\$37,494.45	\$2,174,678.18
17582	41.40	\$1,293,558.57	Various <sup>1</sup>	12	3	1.30	15.60	\$40,618.99	\$487,427.87
528012	90.90	\$2,840,204.69	Various <sup>1</sup>	19	4	1.40	26.60	\$43,743.53	\$831,127.00
			Various <sup>1</sup>	6	5	1.60	9.60	\$49,992.60	\$299,955.61
			20186				176.60		\$5,517,933.42
<b>Total</b>	<b>409.00</b>	<b>\$12,779,358.82</b>		<b>206</b>			<b>409.00</b>		<b>\$12,779,358.82</b>

<sup>1</sup> – Each of the newly subdivided Parcels with the corresponding Lot Type designations, Equivalent Units and Assessment per Parcel amounts are shown in the assessment roll summary included herein as Appendix C.

There have been no Assessment prepayments as of July 31, 2016.

The list of current parcels within PID, the corresponding total assessments and current annual installment are shown in the assessment roll summary attached hereto as Appendix C.

The complete Assessment Roll is available for review at Lewisville City Hall, located at 151 W Church St, Lewisville, Texas 75057.

**Appendix A**

**The PID MAP**

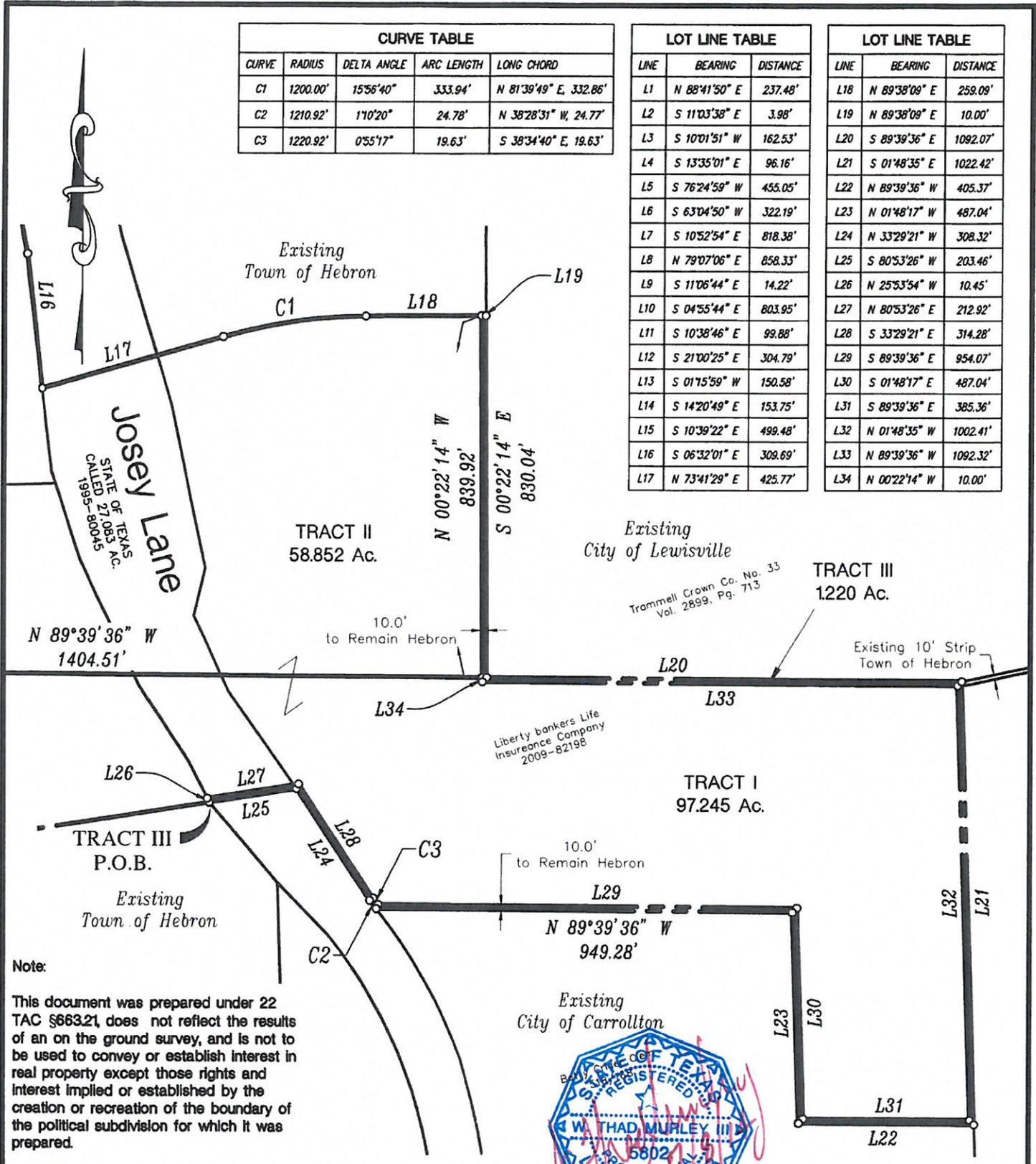


# EXHIBIT A

CURVE TABLE				
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	LONG CHORD
C1	1200.00'	15°56'40"	333.94'	N 81°39'49" E, 332.86'
C2	1210.92'	1°10'20"	24.78'	N 38°28'31" W, 24.77'
C3	1220.92'	0°55'17"	19.63'	S 38°34'40" E, 19.63'

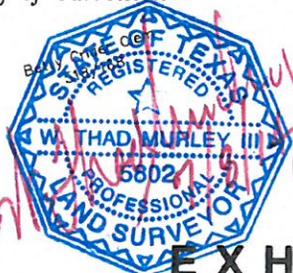
LOT LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 88°41'50" E	237.48'
L2	S 11°03'38" E	3.98'
L3	S 10°01'51" W	162.53'
L4	S 13°35'01" E	96.16'
L5	S 76°24'59" W	455.05'
L6	S 63°04'50" W	322.19'
L7	S 10°52'54" E	818.38'
L8	N 79°07'06" E	858.33'
L9	S 11°06'44" E	14.22'
L10	S 04°55'44" E	803.95'
L11	S 10°38'46" E	99.88'
L12	S 21°00'25" E	304.79'
L13	S 01°15'59" W	150.58'
L14	S 14°20'49" E	153.75'
L15	S 10°39'22" E	499.48'
L16	S 06°32'01" E	309.69'
L17	N 73°41'29" E	425.77'

LOT LINE TABLE		
LINE	BEARING	DISTANCE
L18	N 89°38'09" E	259.09'
L19	N 89°38'09" E	10.00'
L20	S 89°39'36" E	1092.07'
L21	S 01°48'35" E	1022.42'
L22	N 89°39'36" W	405.37'
L23	N 01°48'17" W	487.04'
L24	N 33°29'21" W	308.32'
L25	S 80°53'26" W	203.46'
L26	N 25°53'54" W	10.45'
L27	N 80°53'26" E	212.92'
L28	S 33°29'21" E	314.28'
L29	S 89°39'36" E	954.07'
L30	S 01°48'17" E	487.04'
L31	S 89°39'36" E	385.36'
L32	N 01°48'35" W	1002.41'
L33	N 89°39'36" W	1092.32'
L34	N 00°22'14" W	10.00'



**Note:**

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interest in real property except those rights and interest implied or established by the creation or recreation of the boundary of the political subdivision for which it was prepared.



SITE PLANNING CIVIL ENGINEERING PLANNING  
**CONSULTANTS, LLC**  
 LAND SURVEYING LANDSCAPE ARCHITECTURE

2/2

111 Hillside Drive • Lewisville, TX 75057 • P: 972.436.9712 • F: 972.436.9715  
 610 Byron Nelson Blvd, Ste 114 • Roanoke, TX 76262 • P: 682.831.9712 • F: 817.890.4043  
 TBPE Firm No. 1798  
 TBPLS Firm No. 10047700

**EXHIBIT**  
 Boundary Adjustment  
 HEBRON - LEWISVILLE  
 DENTON COUNTY, TEXAS

**Appendix B**

**ESTIMATED COSTS AND DIAGRAMS OF AUTHORIZED IMPROVEMENTS**



SITE PLANNING CIVIL ENGINEERING PLATTING  
**CONSULTANTS, LLC**  
LAND SURVEYING LANDSCAPE ARCHITECTURE

TBPE Firm Number 1798  
TBPLS Firm Number 10047700

**OPINION OF PROBABLE COST**

**for**

**Lakewood Hills PID Budget**

**being 150.646 Acres**

**in the**

**City of Lewisville**

**Denton County, Texas**

**December 2014**

A circular professional engineer seal for the State of Texas. The seal contains a five-pointed star in the center, surrounded by the words "STATE OF TEXAS" at the top and "PROFESSIONAL ENGINEER" at the bottom. In the middle of the seal, it reads "ROBERT J. DOLLAK, JR." and "86898". Overlaid on the seal is a blue ink signature that reads "Robert J. Dollak, Jr." and the date "12/4/14".

**G&A CONSULTANTS, LLC.**  
**TBPE F-1798**

# Lakewood Hills - PID Budget

## Summary

	PID
Offsite 12" Waterline	\$ 1,465,028
Area #1 (Northwestern Pod)	\$ 8,359,703
Area #2 (Southwestern Pod)	\$ 2,356,317
Area #3 (Southeastern Pod)	\$ 4,455,345

	PID
Water	\$ 3,321,000
Sewer	\$ 1,910,000
Storm	\$ 1,657,000
Paving (Includes Perimeter Sidewalks)	\$ 9,750,000
Misc (Fire Station, PID Creation, Etc.)	\$ 1,100,000
Total	\$ 17,738,000

## Lakewood Hills - Offsite Water

PID

Offsite Water	\$ 1,273,937.72
Engineering, Surveying, Construction Management	\$ 191,090.66

TOTAL \$ 1,465,028





**G&A CONSULTANTS, LLC  
111 HILLSIDE DRIVE  
LEWISVILLE, TEXAS 75057  
972-436-9712  
TBPE FIRM NO. 1798**

**ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST**

SHEET \_\_\_\_\_ 3 OF 3

Project: Josey lane Offsite Waterline Improvements  
Development Probable Cost Summary

Project No. 13177 Date: November 26, 2014

Estimate does not include:  
Mobilization or Insurance

The inspections fee information is based on those items that will be publically maintained.

Inspection fees are based on the cost of improvements, therefore the costs identified above will change based upon the actual costs provided by the contractors.

These tabulation sheets are intended to identify the construction items for the proposed offsite 12" waterline along FM 544 to Josey Lane to the intersection of Josey and Windhaven. Efforts were made to identify all cost items identified with a preliminary utility layout. It is possible that some items have been inadvertently omitted or the quantities may be different than the actual amount depicted in the future construction plans. The Contractor is to review the final construction plans and determine the actual items and quantities that they are bidding.

The bonding information listed above is in line with the Engineer's understanding of typical City bonding requirements. Other types or additional years or percentages may be required by certain cities, contractor is to verify City requirements.

The phasing of the development may change the anticipated quantities or add additional items to the proposed construction not listed above.

## Lakewood Hills - Area #1 (Northwestern Pod)

PID

Water	\$	1,005,957.84
Sewer	\$	961,656.58
Storm	\$	754,446.00
Paving (Includes Perimeter Sidewalks)	\$	4,932,307.92
Engineering, Surveying, Construction Management	\$	717,600.00

TOTAL 8,371,968











**G&A CONSULTANTS, LLC  
111 HILLSIDE DRIVE  
LEWISVILLE, TEXAS 75057  
972-436-9712  
TBPE FIRM NO. 1798**

**ENGINEER'S PRELIMINARY OPINON OF PROBABLE COST**

SHEET \_\_\_\_\_ 6 OF 6

Project: Hebron Residential Subdivision - West of Josey (North) Phase IB - 133 Lots - Area 1  
Development Probable Cost Summary

Project No. 13177

Date: November 26, 2014

Estimate does not include:

- Mobilization or Insurance
- Franchise Utility Installations or Relocations - gas, electric, telephone, street lights, etc.
- Assumption is that all dirt will be from/remain on subject Property - Location to be determined
- Homeowner Association Trails and Open Space Amenities
- Impact Fees
- Lot Benching and Grading
- Lot Retaining Walls

The inspections fee information is based on those items that will be publically maintained.

Inspection fees are based on the cost of improvements, therefore the costs identified above will change based upon the actual costs provided by the contractors.

This estimate assumes that the subgrade treatment is to be lime and not cement stabilized. Actual treatment is to be determined by the Geotech Engineer prior to installation.

These tabulation sheets are intended to identify the construction items for the proposed residential development northeast of the intersection of FM 544 and Josey Lane. Efforts were made to identify all cost items identified with a preliminary lot and utility layout. It is possible that some items have been inadvertently omitted or the quantities may be different than the actual amount depicted in the future construction plans. The Contractor is to review the final construction plans and determine the actual items and quantities that they are bidding.

The bonding information listed above is in line with the Engineer's understanding of typical City bonding requirements. Other types or additional years or percentages may be required by certain cities, contractor is to verify City requirements.

The phasing of the development may change the anticipated quantities or add additional items to the proposed construction not listed above.











**G&A CONSULTANTS, LLC  
111 HILLSIDE DRIVE  
LEWISVILLE, TEXAS 75057  
972-436-9712  
TBPE FIRM NO. 1798**

**ENGINEER'S PRELIMINARY OPINON OF PROBABLE COST**

SHEET \_\_\_\_\_ 6 OF 6

Project: Hebron Residential Subdivision - West of Josey (North) Phase IIB - 166 Lots - Area I  
Development Probable Cost Summary

Project No. 13177 Date: November 26, 2014

Estimate does not include:

- Mobilization or Insurance
- Franchise Utility Installations or Relocations - gas, electric, telephone, street lights, etc.
- Assumption is that all dirt will be from/remain on subject Property - Location to be determined
- Homeowner Association Trails and Open Space Amenities
- Impact Fees
- Lot Benching and Grading
- Lot Retaining Walls

The inspections fee information is based on those items that will be publically maintained.

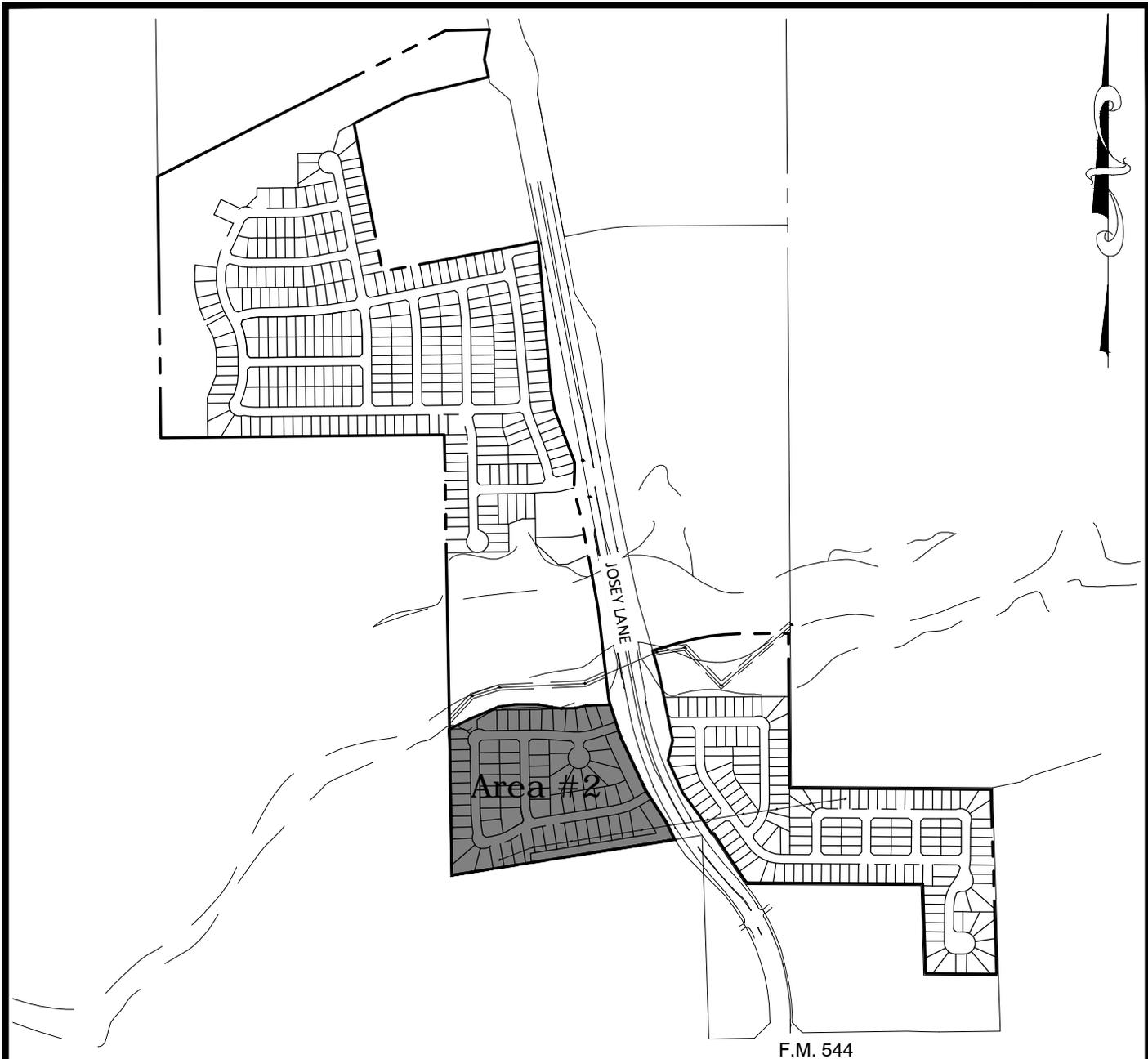
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IMPROVEMENT AREA #2  
 LAKEWOOD HILLS  
 CITY OF LEWISVILLE  
 DENTON COUNTY, TEXAS

File: Z:\2013\13177\Drawings\Site Plan\10-07-14\13177\_P10\_Utility\_exhibits\_area\_2  
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	<b>SITE PLANNING CIVIL ENGINEERING PLATTING</b> <b>CONSULTANTS, LLC</b> <b>LAND SURVEYING LANDSCAPE ARCHITECTURE</b>	TBPE Firm No. 1798
	111 Hillside Drive • Lewisville, TX 75057 • P: 972.436.9712 • F: 972.436.9715 610 Byron Nelson Blvd, Ste 114 • Roanoke, TX 76262 • P: 682.831.9712 • F: 817.890.4043	TBPLS Firm No. 10047700

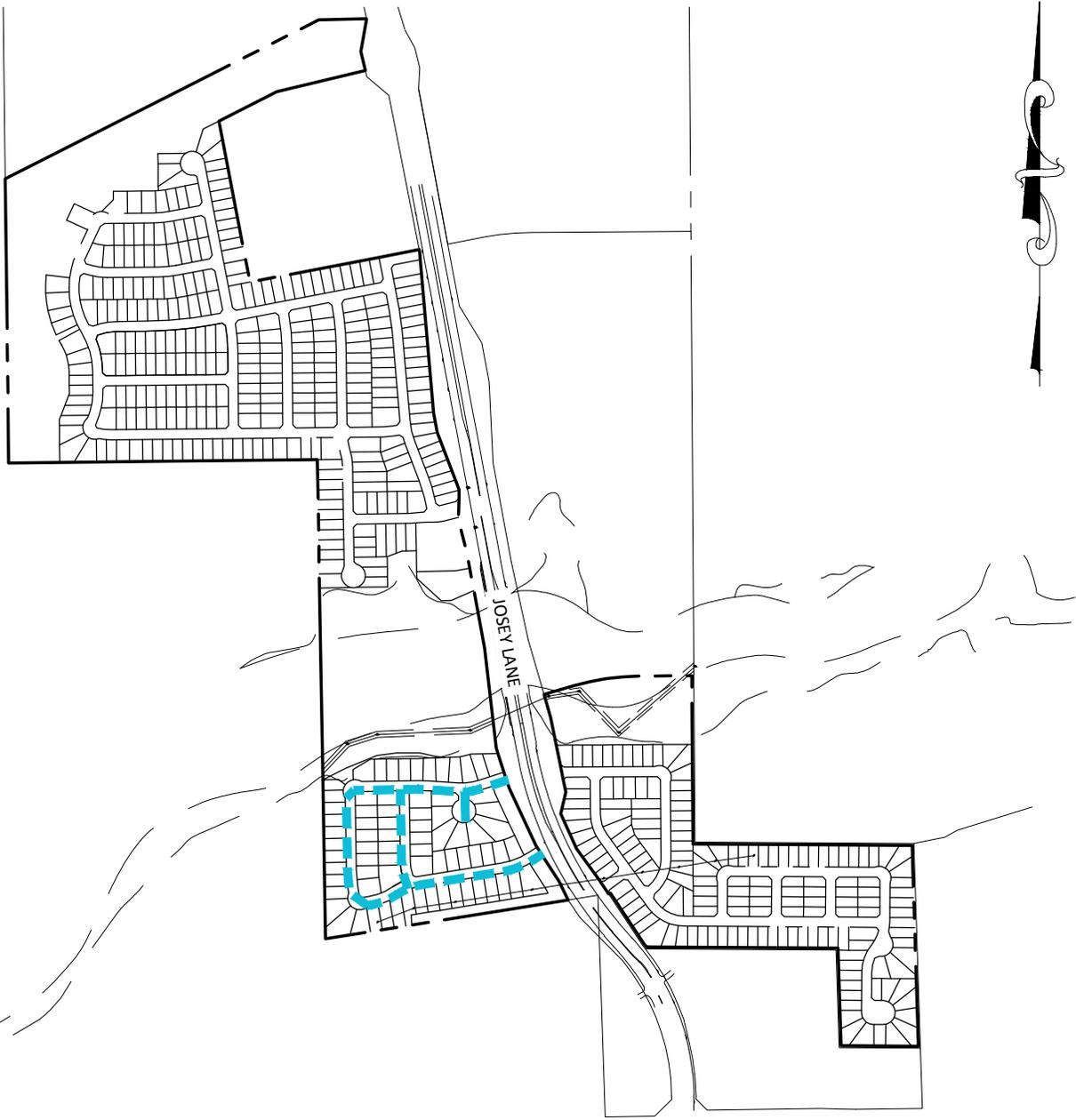
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**Lakewood Hills - Area #2 (Southwestern Pod)**

PID

Water	\$ 249,935.26
Sewer	\$ 257,702.50
Storm	\$ 280,682.05
Paving (Includes Perimeter Sidewalks)	\$ 1,392,797.42
Engineering, Surveying, Construction Management	\$ 175,200.00

TOTAL 2,356,317



F.M. 544

**EXHIBIT A**  
**AREA #2**  
**WATER IMPROVEMENTS**  
**LAKWOOD HILLS**  
**CITY OF LEWISVILLE**  
**DENTON COUNTY, TEXAS**

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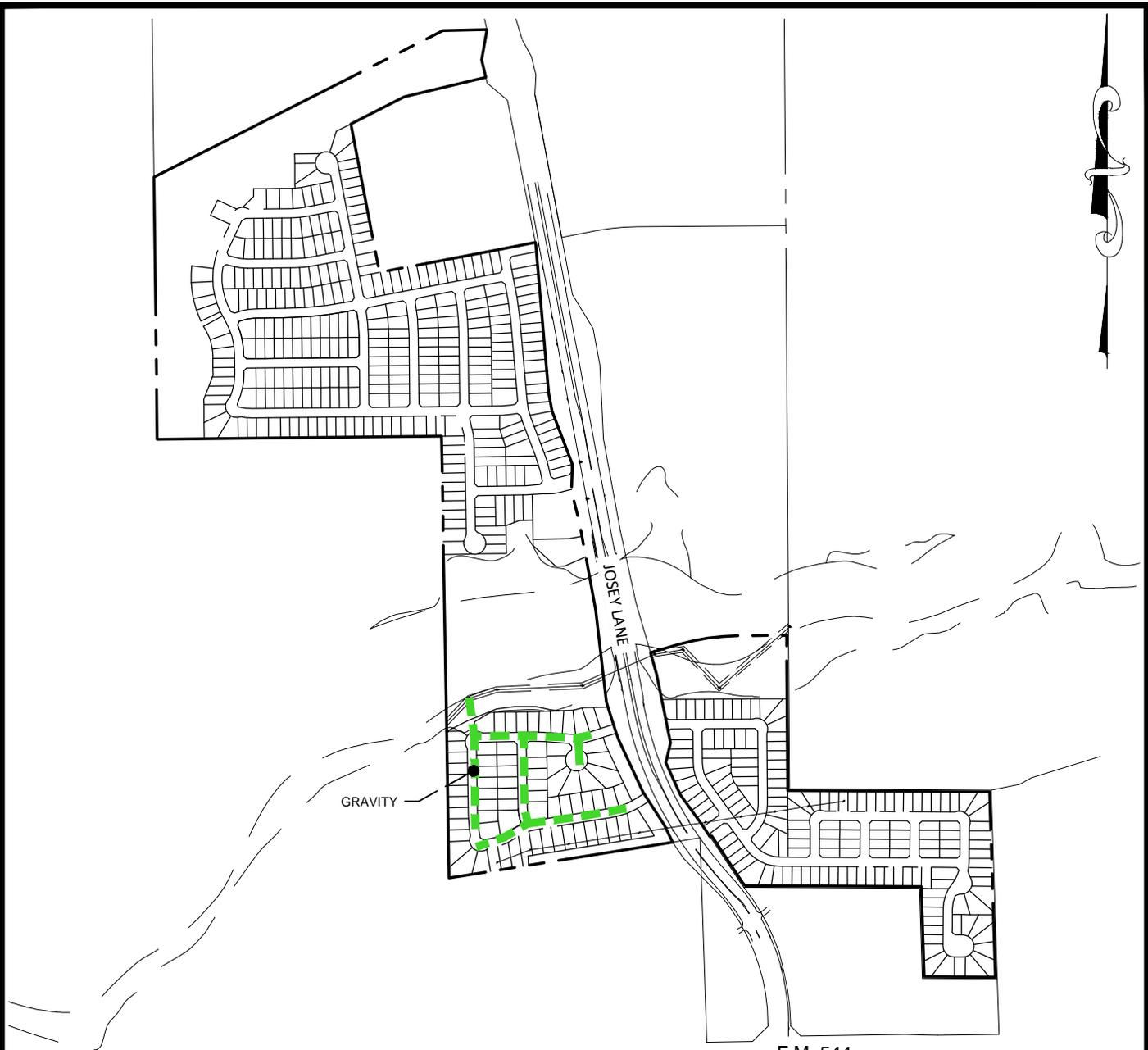


**SITE PLANNING CIVIL ENGINEERING PLATTING**  
**CONSULTANTS, LLC**  
**LAND SURVEYING LANDSCAPE ARCHITECTURE**

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TBPE Firm  
 No. 1798  
 TBPLS Firm  
 No. 10047700

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F.M. 544

**EXHIBIT A**  
**AREA #2**  
**SEWER IMPROVEMENTS**  
**LAKEWOOD HILLS**  
**CITY OF LEWISVILLE**  
**DENTON COUNTY, TEXAS**

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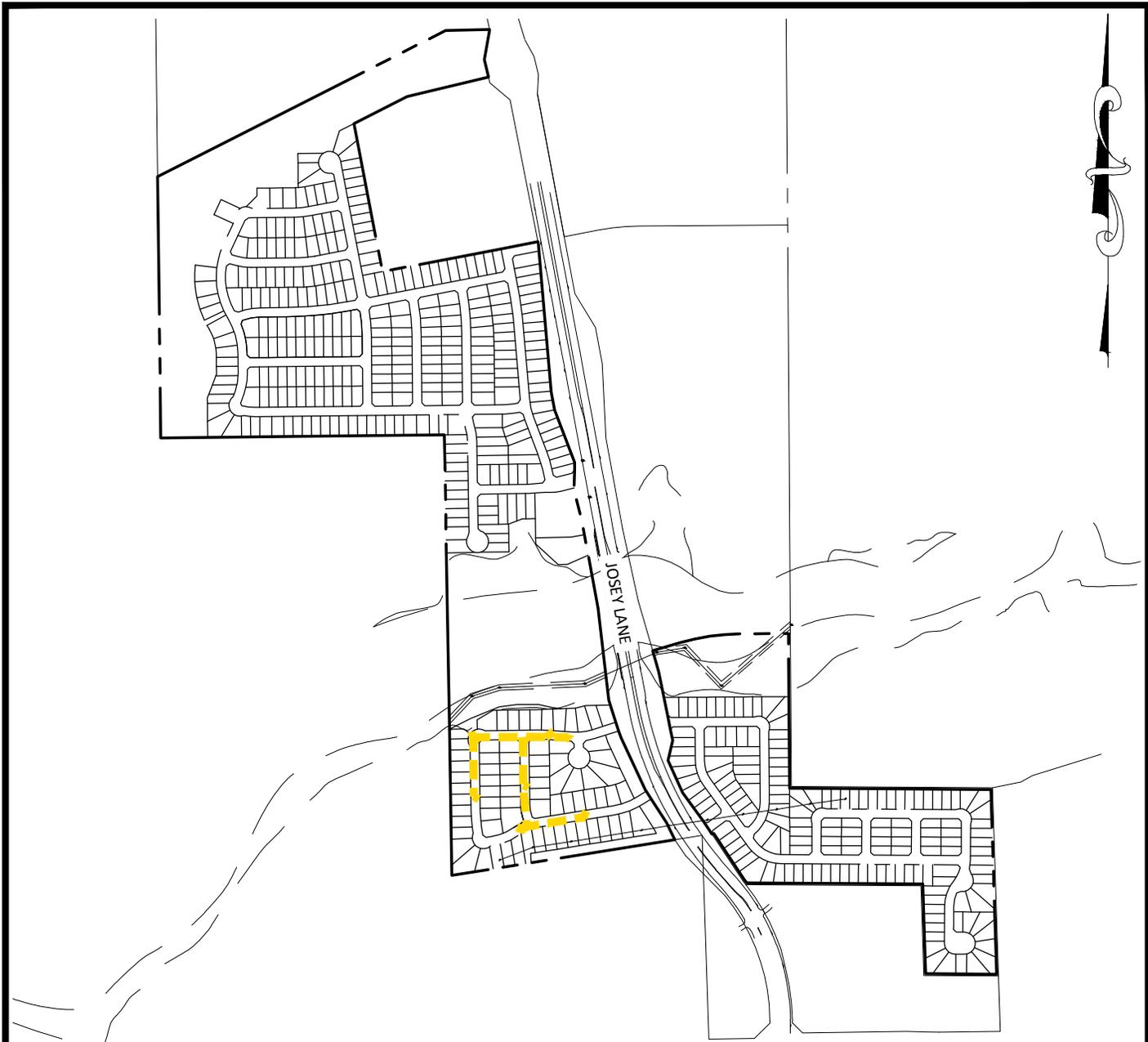


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**LAND SURVEYING LANDSCAPE ARCHITECTURE**

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F.M. 544

**EXHIBIT A**  
**AREA #2**  
**STORM IMPROVEMENTS**  
**LAKEWOOD HILLS**  
**CITY OF LEWISVILLE**  
**DENTON COUNTY, TEXAS**

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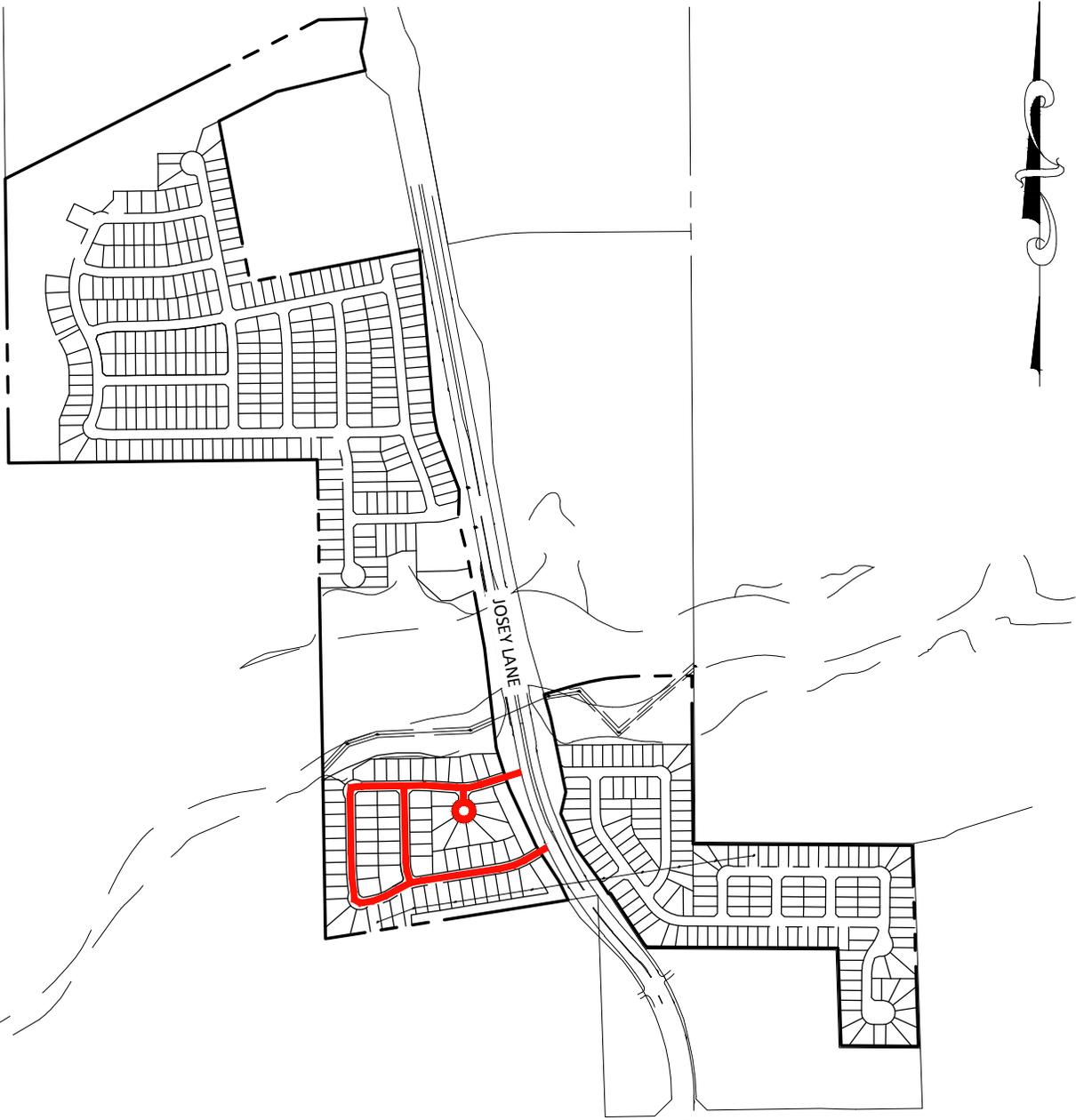


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F.M. 544

**EXHIBIT A**  
**AREA #2**  
**PAVEMENT IMPROVEMENTS**  
**LAKEWOOD HILLS**  
**CITY OF LEWISVILLE**  
**DENTON COUNTY, TEXAS**

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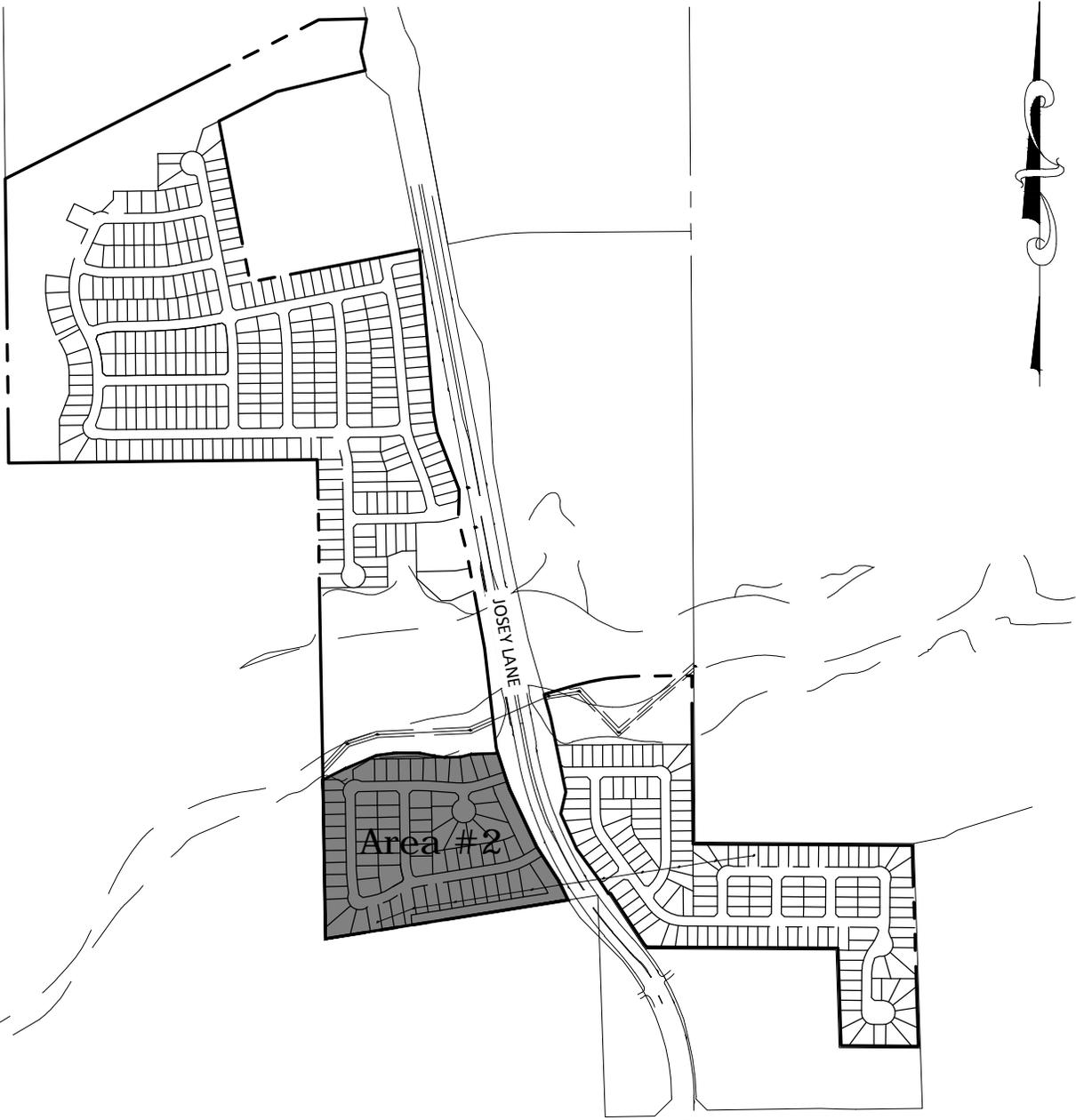


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F.M. 544

**EXHIBIT A**  
**PID COST ESTIMATE**  
**LIMITS OF GRADING**  
**LAKEWOOD HILLS**  
**CITY OF LEWISVILLE**  
**DENTON COUNTY, TEXAS**

File: Z:\2013\13177\Drawings\Site Plan\PID 10-07-14\13177\_PID\_UTILITY\_exhibits\_area\_2  
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**G&A CONSULTANTS, LLC  
111 HILLSIDE DRIVE  
LEWISVILLE, TEXAS 75057  
972-436-9712  
TBPE FIRM NO. 1798**

**ENGINEER'S PRELIMINARY OPINON OF PROBABLE COST**

SHEET \_\_\_\_\_ 6 OF 6

Project: Hebron Residential Subdivison - West of Josey (South) - Phase IC - 73 Lots - Area II

Development Probable Cost Summary

Project No. 13177

Date: November 26, 2014

Estimate does not include:

- Mobilization or Insurance
- Franchise Utility Installations or Relocations - gas, electric, telephone, street lights, etc.
- Assumption is that all dirt will be from/remain on subject Property - Location to be determined
- Homeowner Association Trails and Open Space Amenities
- Impact Fees
- Lot Benching and Grading
- Lot Retaining Walls

The inspections fee information is based on those items that will be publically maintained.

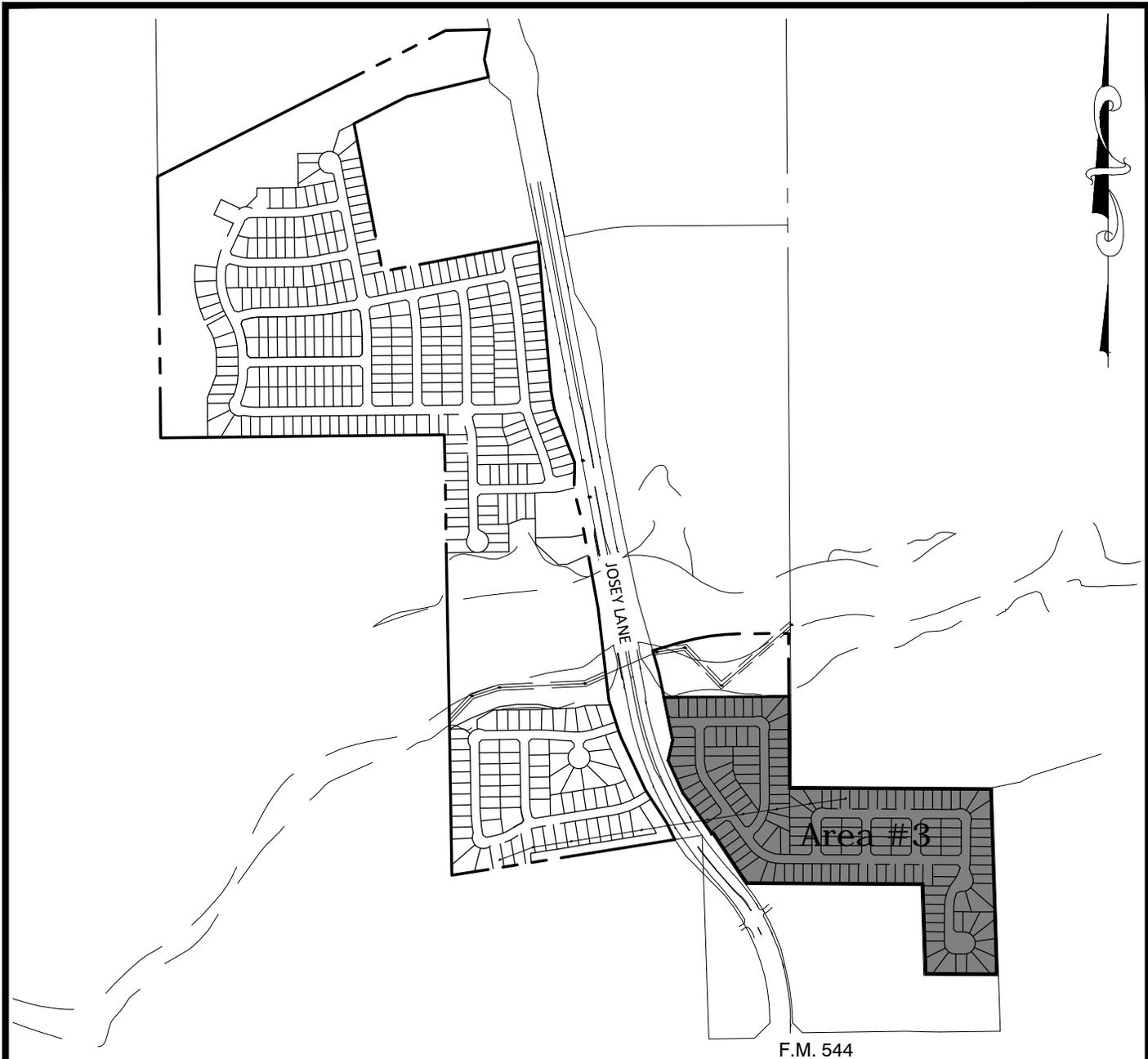
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These tabulation sheets are intended to identify the construction items for the proposed residential development northeast of the intersection of FM 544 and Josey Lane. Efforts were made to identify all cost items identified with a preliminary lot and utility layout. It is possible that some items have been inadvertently omitted or the quantities may be different than the actual amount depicted in the future construction plans. The Contractor is to review the final construction plans and determine the actual items and quantities that they are bidding.

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IMPROVEMENT AREA #3  
 LAKEWOOD HILLS  
 CITY OF LEWISVILLE  
 DENTON COUNTY, TEXAS

File: Z:\2013\13177\Drawings\Site Plan\10-07-14\13177\_P10\_Utility\_exhibits\_area\_3  
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	<b>SITE PLANNING CIVIL ENGINEERING PLATTING</b> <b>CONSULTANTS, LLC</b> <b>LAND SURVEYING LANDSCAPE ARCHITECTURE</b>	TBPE Firm No. 1798
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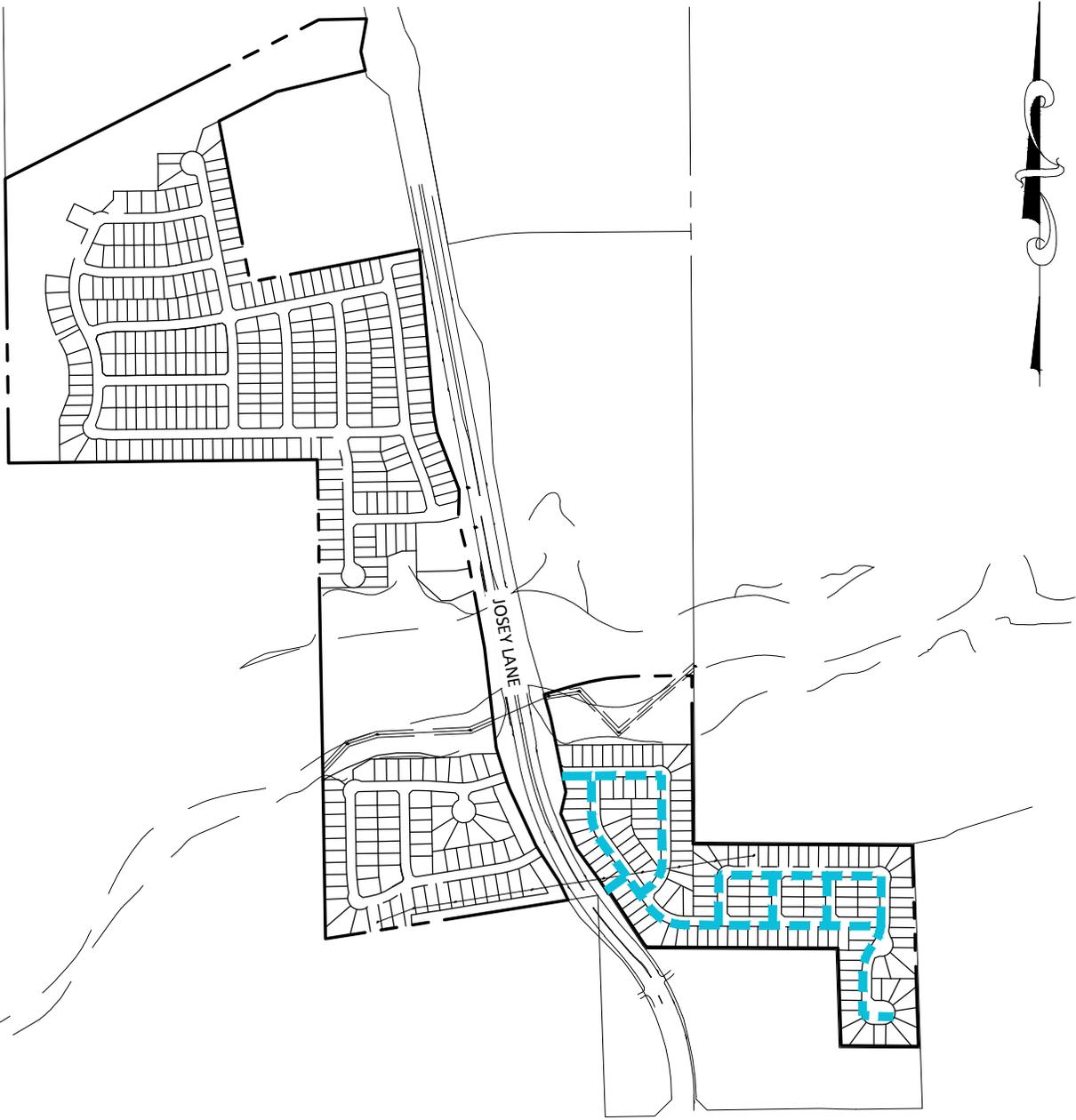
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**Lakewood Hills - Area #3 (Southeastern Pod)**

**PID**

Water	\$ 465,780.01
Sewer	\$ 495,728.20
Storm	\$ 452,158.99
Paving (Includes Perimeter Sidewalks)	\$ 2,673,487.47
Engineering, Surveying, Construction Management	\$ 367,200.00

TOTAL 4,454,355



F.M. 544

**EXHIBIT A**  
**AREA #3**  
**WATER IMPROVEMENTS**  
**LAKWOOD HILLS**  
**CITY OF LEWISVILLE**  
**DENTON COUNTY, TEXAS**

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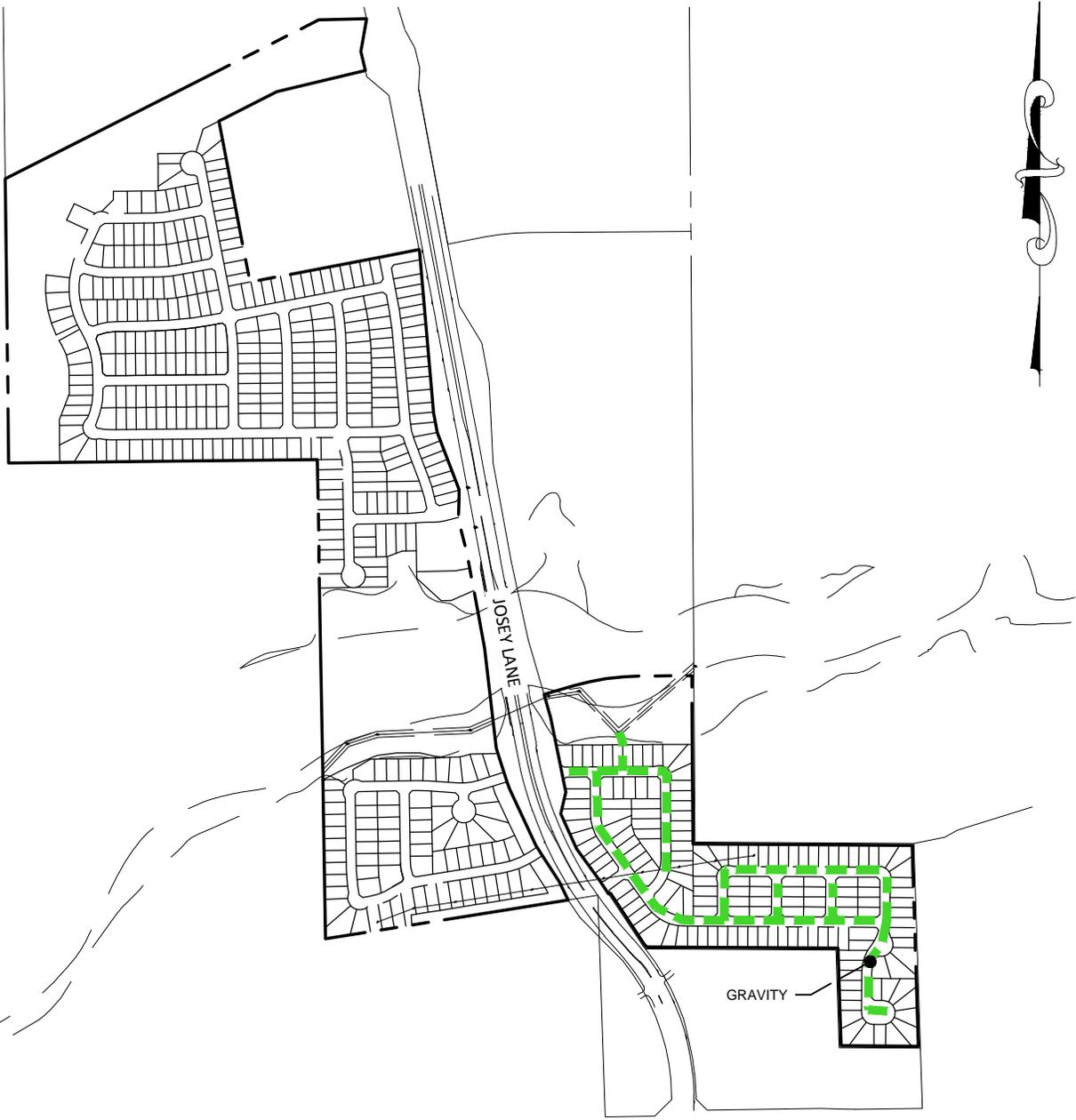


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**EXHIBIT A**  
**AREA #3**  
**SEWER IMPROVEMENTS**  
**LAKEWOOD HILLS**  
**CITY OF LEWISVILLE**  
**DENTON COUNTY, TEXAS**

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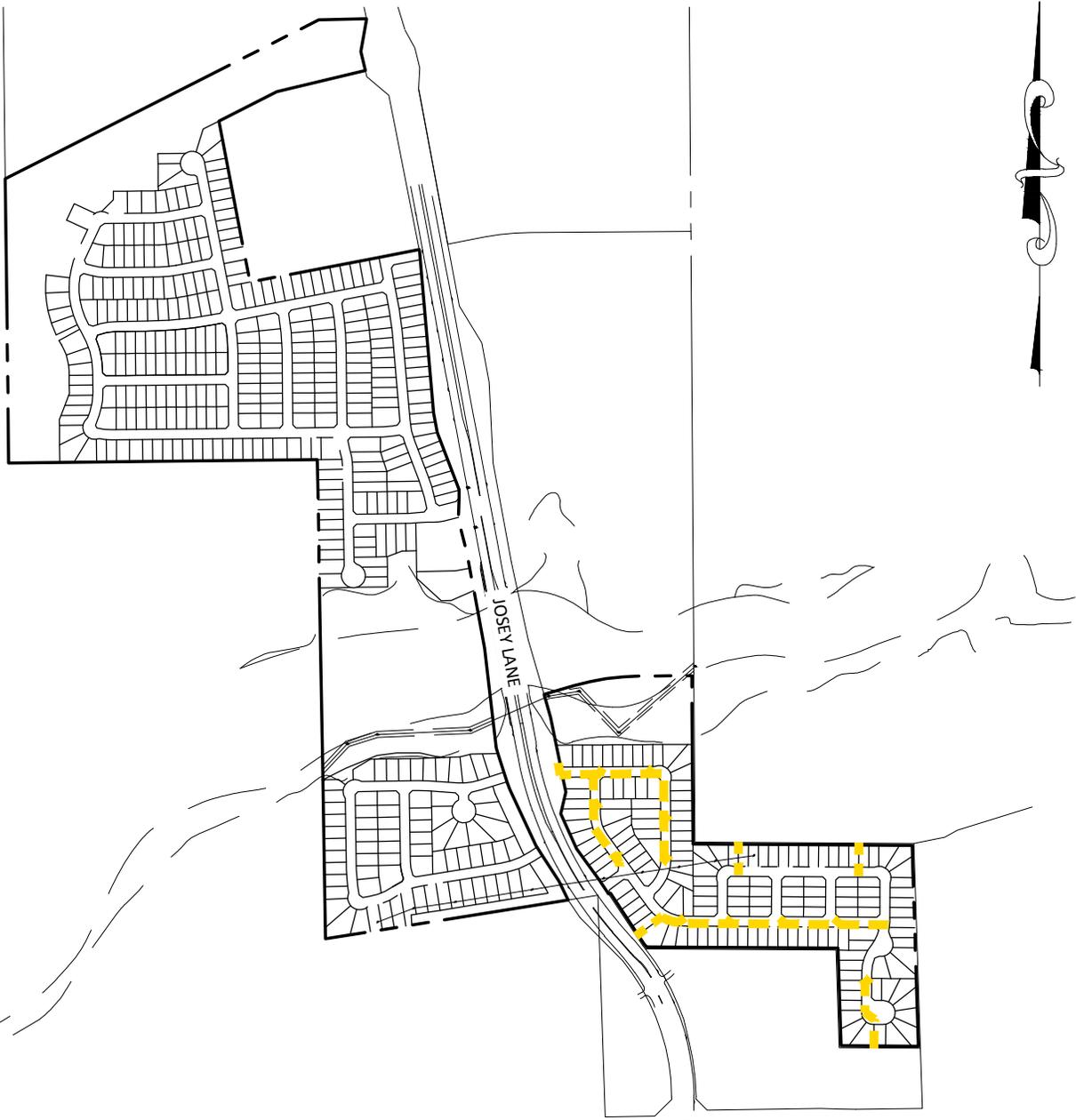


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F.M. 544

**EXHIBIT A**  
**AREA #3**  
**STORM IMPROVEMENTS**  
**LAKEWOOD HILLS**  
**CITY OF LEWISVILLE**  
**DENTON COUNTY, TEXAS**

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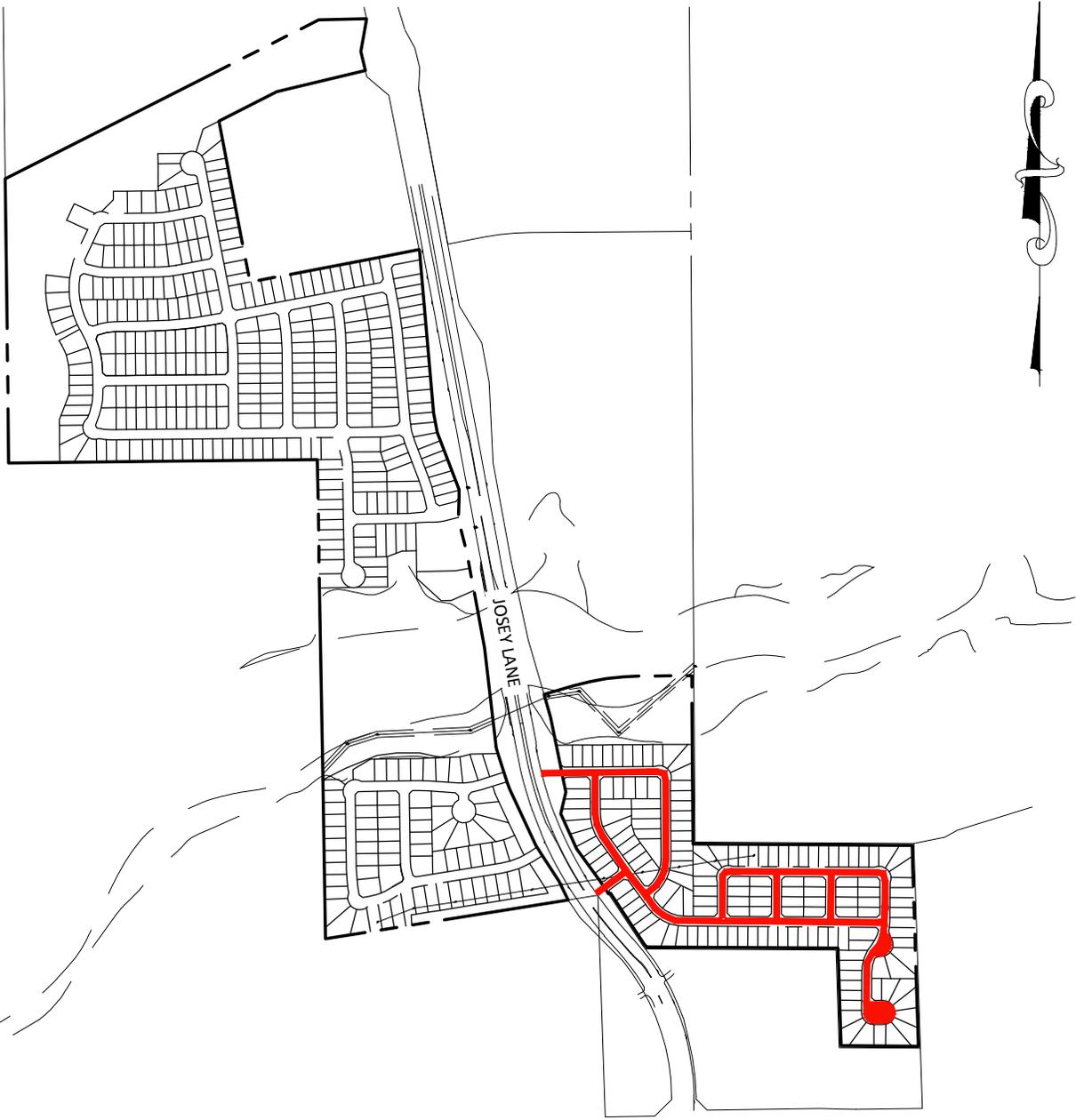


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F.M. 544

**EXHIBIT A**  
**AREA #3**  
**PAVEMENT IMPROVEMENTS**  
**LAKEWOOD HILLS**  
**CITY OF LEWISVILLE**  
**DENTON COUNTY, TEXAS**

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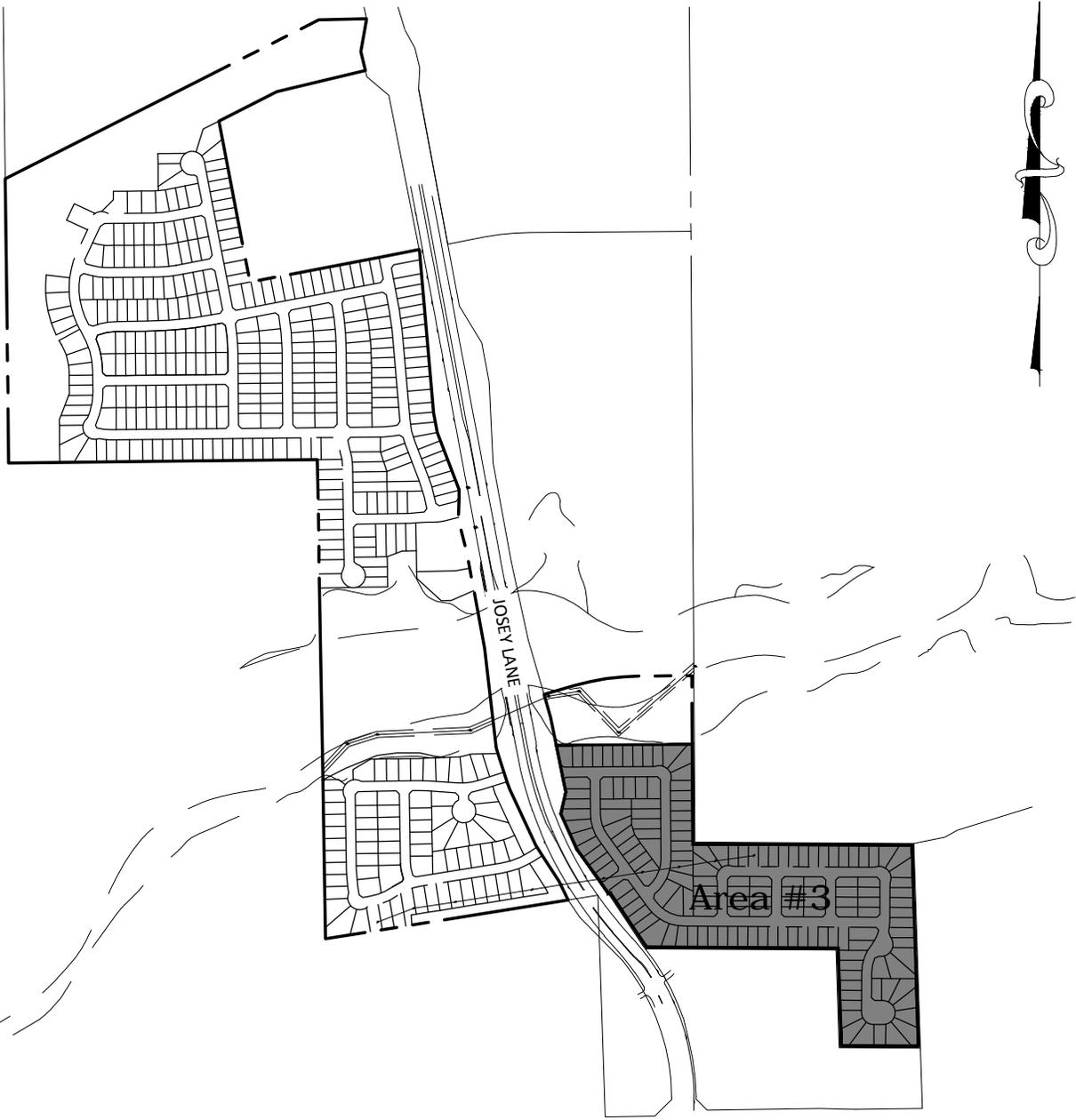


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F.M. 544

**EXHIBIT A**  
**PID COST ESTIMATE**  
**LIMITS OF GRADING**  
**LAKEWOOD HILLS**  
**CITY OF LEWISVILLE**  
**DENTON COUNTY, TEXAS**

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LEWISVILLE, TEXAS 75057  
972-436-9712  
TBPE FIRM NO. 1798**

**ENGINEER'S PRELIMINARY OPINON OF PROBABLE COST**

SHEET \_\_\_\_\_ 6 OF 6

Project: Hebron Residential Subdivision - East of Josey - Phase I - 53 Lots - Area III

Development Probable Cost Summary

Project No. 13177

Date: November 26, 2014

Estimate does not include:

- Mobilization or Insurance
- Franchise Utility Installations or Relocations - gas, electric, telephone, street lights, etc.
- Assumption is that all dirt will be from/remain on subject Property - Location to be determined
- Homeowner Association Trails and Open Space Amenities
- Impact Fees
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- Lot Retaining Walls

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LEWISVILLE, TEXAS 75057  
972-436-9712  
TBPE FIRM NO. 1798**

**ENGINEER'S PRELIMINARY OPINON OF PROBABLE COST**

SHEET \_\_\_\_\_ 6 OF 6

Project: Hebron Residential Subdivison - East of Josey - Phase IIA - 100 Lots- Area III  
Development Probable Cost Summary

Project No. 13177 Date: November 26, 2014

Estimate does not include:

- Mobilization or Insurance
- Franchise Utility Installations or Relocations - gas, electric, telephone, street lights, etc.
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- Lot Benching and Grading
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**Appendix C**

**SUMMARY OF ASSESSMENT ROLL**

**JOSEY LANE PID**  
**Assessment Roll Summary - 2016**

Parcel	Lot Type	Equivalent Units	Assessment per Parcel	Annual Installments - 2016		
				Annual Assessment	Administrative Expenses	Total Annual Installment
675818	4	1.40	\$43,743.53	\$2,856.45	\$258.18	\$3,114.63
675819	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675820	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675821	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675822	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675823	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675824	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675825	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675826	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675827	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675828	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675829	3	1.30	\$40,618.99	\$2,652.42	\$239.73	\$2,892.15
675830	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675831	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675832	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675833	3	1.30	\$40,618.99	\$2,652.42	\$239.73	\$2,892.15
675834	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675835	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675836	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675837	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675838	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675839	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675840	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675841	N/A	0.00	\$0.00	\$0.00	\$0.00	\$0.00
675842	4	1.40	\$43,743.53	\$2,856.45	\$258.18	\$3,114.63
675843	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675844	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675845	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
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675847	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675848	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675849	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675850	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675851	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675852	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675853	4	1.40	\$43,743.53	\$2,856.45	\$258.18	\$3,114.63
675854	4	1.40	\$43,743.53	\$2,856.45	\$258.18	\$3,114.63
675855	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675856	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675857	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675858	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73

**JOSEY LANE PID**  
**Assessment Roll Summary - 2016**

Parcel	Lot Type	Equivalent Units	Assessment per Parcel	Annual Installments - 2016		
				Annual Assessment	Administrative Expenses	Total Annual Installment
675859	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675860	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675861	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675862	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675863	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675864	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675865	3	1.30	\$40,618.99	\$2,652.42	\$239.73	\$2,892.15
675866	4	1.40	\$43,743.53	\$2,856.45	\$258.18	\$3,114.63
675867	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675868	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675869	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675870	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675871	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675872	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675873	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675874	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675875	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675876	4	1.40	\$43,743.53	\$2,856.45	\$258.18	\$3,114.63
675877	4	1.40	\$43,743.53	\$2,856.45	\$258.18	\$3,114.63
675878	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675879	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675880	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675881	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675882	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675883	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675884	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675885	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675886	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675887	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675888	4	1.40	\$43,743.53	\$2,856.45	\$258.18	\$3,114.63
675889	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675890	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675891	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675892	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675893	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675894	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675895	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675896	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675897	4	1.40	\$43,743.53	\$2,856.45	\$258.18	\$3,114.63
675898	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675899	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73

**JOSEY LANE PID**  
**Assessment Roll Summary - 2016**

Parcel	Lot Type	Equivalent Units	Assessment per Parcel	Annual Installments - 2016		
				Annual Assessment	Administrative Expenses	Total Annual Installment
675900	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675901	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675902	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675903	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675904	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675905	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675906	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675907	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675908	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675909	4	1.40	\$43,743.53	\$2,856.45	\$258.18	\$3,114.63
675910	4	1.40	\$43,743.53	\$2,856.45	\$258.18	\$3,114.63
675911	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675912	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675913	5	1.60	\$49,992.60	\$3,264.52	\$295.06	\$3,559.57
675914	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675915	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675916	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675917	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675918	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675919	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675920	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675921	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675922	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675923	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675924	4	1.40	\$43,743.53	\$2,856.45	\$258.18	\$3,114.63
675925	4	1.40	\$43,743.53	\$2,856.45	\$258.18	\$3,114.63
675926	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675927	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675928	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675929	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675930	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675931	3	1.30	\$40,618.99	\$2,652.42	\$239.73	\$2,892.15
675932	N/A	0.00	\$0.00	\$0.00	\$0.00	\$0.00
675933	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675934	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675935	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675936	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675937	N/A	0.00	\$0.00	\$0.00	\$0.00	\$0.00
675938	5	1.60	\$49,992.60	\$3,264.52	\$295.06	\$3,559.57
675939	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675940	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73

**JOSEY LANE PID**  
**Assessment Roll Summary - 2016**

Parcel	Lot Type	Equivalent Units	Assessment per Parcel	Annual Installments - 2016		
				Annual Assessment	Administrative Expenses	Total Annual Installment
675941	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675942	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675943	4	1.40	\$43,743.53	\$2,856.45	\$258.18	\$3,114.63
675944	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675945	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675946	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675947	3	1.30	\$40,618.99	\$2,652.42	\$239.73	\$2,892.15
675948	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675949	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675950	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675951	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675952	1	1.00	\$31,245.38	\$2,040.32	\$184.41	\$2,224.73
675953	4	1.40	\$43,743.53	\$2,856.45	\$258.18	\$3,114.63
677135	3	1.30	\$40,618.99	\$2,652.42	\$239.73	\$2,892.15
677136	2	1.20	\$37,494.45	\$2,448.39	\$221.29	\$2,669.68
677137	2	1.20	\$37,494.45	\$2,448.39	\$221.29	\$2,669.68
677138	2	1.20	\$37,494.45	\$2,448.39	\$221.29	\$2,669.68
677139	2	1.20	\$37,494.45	\$2,448.39	\$221.29	\$2,669.68
677140	2	1.20	\$37,494.45	\$2,448.39	\$221.29	\$2,669.68
677141	2	1.20	\$37,494.45	\$2,448.39	\$221.29	\$2,669.68
677142	2	1.20	\$37,494.45	\$2,448.39	\$221.29	\$2,669.68
677143	2	1.20	\$37,494.45	\$2,448.39	\$221.29	\$2,669.68
677144	2	1.20	\$37,494.45	\$2,448.39	\$221.29	\$2,669.68
677145	2	1.20	\$37,494.45	\$2,448.39	\$221.29	\$2,669.68
677146	5	1.60	\$49,992.60	\$3,264.52	\$295.06	\$3,559.57
677147	2	1.20	\$37,494.45	\$2,448.39	\$221.29	\$2,669.68
677148	2	1.20	\$37,494.45	\$2,448.39	\$221.29	\$2,669.68
677149	2	1.20	\$37,494.45	\$2,448.39	\$221.29	\$2,669.68
677150	2	1.20	\$37,494.45	\$2,448.39	\$221.29	\$2,669.68
677151	2	1.20	\$37,494.45	\$2,448.39	\$221.29	\$2,669.68
677152	2	1.20	\$37,494.45	\$2,448.39	\$221.29	\$2,669.68
677153	2	1.20	\$37,494.45	\$2,448.39	\$221.29	\$2,669.68
677154	2	1.20	\$37,494.45	\$2,448.39	\$221.29	\$2,669.68
677155	2	1.20	\$37,494.45	\$2,448.39	\$221.29	\$2,669.68
677156	N/A	0.00	\$0.00	\$0.00	\$0.00	\$0.00
677157	N/A	0.00	\$0.00	\$0.00	\$0.00	\$0.00
677158	4	1.40	\$43,743.53	\$2,856.45	\$258.18	\$3,114.63
677159	2	1.20	\$37,494.45	\$2,448.39	\$221.29	\$2,669.68
677160	2	1.20	\$37,494.45	\$2,448.39	\$221.29	\$2,669.68
677161	2	1.20	\$37,494.45	\$2,448.39	\$221.29	\$2,669.68
677162	2	1.20	\$37,494.45	\$2,448.39	\$221.29	\$2,669.68

**JOSEY LANE PID**  
**Assessment Roll Summary - 2016**

Parcel	Lot Type	Equivalent Units	Assessment per Parcel	Annual Installments - 2016		
				Annual Assessment	Administrative Expenses	Total Annual Installment
677163	2	1.20	\$37,494.45	\$2,448.39	\$221.29	\$2,669.68
677164	2	1.20	\$37,494.45	\$2,448.39	\$221.29	\$2,669.68
677165	2	1.20	\$37,494.45	\$2,448.39	\$221.29	\$2,669.68
677166	2	1.20	\$37,494.45	\$2,448.39	\$221.29	\$2,669.68
677167	2	1.20	\$37,494.45	\$2,448.39	\$221.29	\$2,669.68
677168	2	1.20	\$37,494.45	\$2,448.39	\$221.29	\$2,669.68
677169	2	1.20	\$37,494.45	\$2,448.39	\$221.29	\$2,669.68
677170	2	1.20	\$37,494.45	\$2,448.39	\$221.29	\$2,669.68
677171	2	1.20	\$37,494.45	\$2,448.39	\$221.29	\$2,669.68
677172	2	1.20	\$37,494.45	\$2,448.39	\$221.29	\$2,669.68
677173	2	1.20	\$37,494.45	\$2,448.39	\$221.29	\$2,669.68
677174	4	1.40	\$43,743.53	\$2,856.45	\$258.18	\$3,114.63
677175	2	1.20	\$37,494.45	\$2,448.39	\$221.29	\$2,669.68
677176	2	1.20	\$37,494.45	\$2,448.39	\$221.29	\$2,669.68
677177	2	1.20	\$37,494.45	\$2,448.39	\$221.29	\$2,669.68
677178	2	1.20	\$37,494.45	\$2,448.39	\$221.29	\$2,669.68
677179	2	1.20	\$37,494.45	\$2,448.39	\$221.29	\$2,669.68
677180	2	1.20	\$37,494.45	\$2,448.39	\$221.29	\$2,669.68
677181	4	1.40	\$43,743.53	\$2,856.45	\$258.18	\$3,114.63
677182	4	1.40	\$43,743.53	\$2,856.45	\$258.18	\$3,114.63
677183	2	1.20	\$37,494.45	\$2,448.39	\$221.29	\$2,669.68
677184	2	1.20	\$37,494.45	\$2,448.39	\$221.29	\$2,669.68
677185	2	1.20	\$37,494.45	\$2,448.39	\$221.29	\$2,669.68
677186	2	1.20	\$37,494.45	\$2,448.39	\$221.29	\$2,669.68
677187	2	1.20	\$37,494.45	\$2,448.39	\$221.29	\$2,669.68
677188	5	1.60	\$49,992.60	\$3,264.52	\$295.06	\$3,559.57
677189	5	1.60	\$49,992.60	\$3,264.52	\$295.06	\$3,559.57
677190	2	1.20	\$37,494.45	\$2,448.39	\$221.29	\$2,669.68
677191	2	1.20	\$37,494.45	\$2,448.39	\$221.29	\$2,669.68
677192	2	1.20	\$37,494.45	\$2,448.39	\$221.29	\$2,669.68
677193	2	1.20	\$37,494.45	\$2,448.39	\$221.29	\$2,669.68
677194	5	1.60	\$49,992.60	\$3,264.52	\$295.06	\$3,559.57
677195	N/A	0.00	\$0.00	\$0.00	\$0.00	\$0.00
677196	3	1.30	\$40,618.99	\$2,652.42	\$239.73	\$2,892.15
677197	2	1.20	\$37,494.45	\$2,448.39	\$221.29	\$2,669.68
677198	2	1.20	\$37,494.45	\$2,448.39	\$221.29	\$2,669.68
677199	2	1.20	\$37,494.45	\$2,448.39	\$221.29	\$2,669.68
677200	2	1.20	\$37,494.45	\$2,448.39	\$221.29	\$2,669.68
677201	2	1.20	\$37,494.45	\$2,448.39	\$221.29	\$2,669.68
677202	3	1.30	\$40,618.99	\$2,652.42	\$239.73	\$2,892.15
677203	2	1.20	\$37,494.45	\$2,448.39	\$221.29	\$2,669.68

**JOSEY LANE PID**  
**Assessment Roll Summary - 2016**

Parcel	Lot Type	Equivalent Units	Assessment per Parcel	Annual Installments - 2016		
				Annual Assessment	Administrative Expenses	Total Annual Installment
677204	3	1.30	\$40,618.99	\$2,652.42	\$239.73	\$2,892.15
677205	2	1.20	\$37,494.45	\$2,448.39	\$221.29	\$2,669.68
677206	3	1.30	\$40,618.99	\$2,652.42	\$239.73	\$2,892.15
677207	3	1.30	\$40,618.99	\$2,652.42	\$239.73	\$2,892.15
677208	2	1.20	\$37,494.45	\$2,448.39	\$221.29	\$2,669.68
677209	3	1.30	\$40,618.99	\$2,652.42	\$239.73	\$2,892.15
677210	2	1.20	\$37,494.45	\$2,448.39	\$221.29	\$2,669.68
20186		176.60	\$5,517,933.42	\$0.00	\$0.00	\$0.00
523333		158.70	\$4,958,641.18	\$0.00	\$0.00	\$0.00
<b>Total</b>		<b>567.70</b>	<b>\$17,738,000.00</b>	<b>\$474,171.08</b>	<b>\$42,857.07</b>	<b>\$517,028.14</b>

## MEMORANDUM

**TO:** Donna Baron, City Manager

**FROM:** George Babineaux II, Assistant Building Official

**VIA:** Cleve Joiner, Director of Neighborhood Services

**DATE:** August 10, 2016

**SUBJECT:** **Consideration of a Variance to the Lewisville City Code, Section 4-28, Temporary Structures and Uses, Regarding Extending the Variances of the Three Existing Temporary Buildings for Classroom Use Located at 2680 MacArthur Blvd, as Requested by Danny McDaniel, the Property Owner.**

### BACKGROUND

The City of Lewisville's building code does not allow temporary buildings to be placed in the City other than on LISD property. The Bethel Dallas Church desires to extend a previously granted variance to allow temporary buildings on the existing Champion Center property located at 2680 MacArthur Blvd.

On September 3, 2012, City Council granted a variance to allow two temporary classrooms on the south/rear of the campus. The variance was granted for a two-year period, which would have expired on September 3, 2014 except that prior to the date of expiration, the City Council considered and granted two new variances to allow an additional temporary classroom to be added to the campus as well as two additional years for continued use of these temporary buildings. These new variances expired on March 3, 2016. While the variances have expired, staff has been working with the owner on the concept plan & request to City Council for the extension.

The Bethel Dallas Church has conceptual plans for Phase I to construct a 5000-8000 square foot classroom and restroom addition which eliminates the need for the temporary classrooms. The Bethel Dallas Church is requesting an extension to allow the temporary classroom for a maximum period of two (2) years in order to accommodate their children's programs until the completion of the Phase I plans.

### ANALYSIS

Staff is not opposed to the variance for the following reasons. The temporary classrooms are under ten percent of the existing main building square footage. The temporary classrooms are relatively small compared to the size of the lot and are screened from Vista Ridge Mall Drive and MacArthur Blvd. City Council has previously granted variances to allow temporary buildings for churches with time limitations of 8-10 years. Based on City Council's previous discussions, the more restrictive time limitations placed on the Bethel Dallas Church's variance was due to the fact that the Champion Center (where the church operates), at the time, was not used exclusively as a church but rather was leased out as an event space. The Owner of the Champion Center, Mr. Danny

Subject: Bethel Dallas Church Variance

August 10, 2016

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McDaniel, has advised staff that the Champion Center is now being used exclusively by Bethel Dallas Church.

Past similar requests approved by Council include:

- July 19, 2010 - Parkway Baptist, 1165 Round Grove Rd. 10 years
- February 21, 2012 - The Victorious Life Church, 2671 MacArthur Blvd. 10 years
- April 10, 2012 - Vista Academy, 1010 Bellaire Blvd. 8 to 10 years
- June 6, 2016 - Responsive Education Solution, 1301 Water's Ridge Blvd. 1 year

Although Staff does not oppose this variance request, we believe it is in the City's best interest to provide certain milestones to ensure that the owner is progressing with Phase I of his proposed construction. As such, we recommend that this variance also include conditions that an engineering site plan be submitted to the City within one year and that the Phase I plan be under construction within 18 months. Staff further recommends that we also include the original variance condition that the temporary building be removed should the church cease operations.

### **RECOMMENDATION**

It is City staff's recommendation that the City Council consider the requested variance as set forth in the caption above, subject to the following conditions: (1) An Engineering Site Plan must be submitted to City Staff within one year; (2) the Phase I plan must be under construction within 18 months; and (3) Should the church cease operations, the temporary buildings must be removed.

June 29, 2016

To: Cleave Joiner, Certified Building Official  
City of Lewisville  
151 West Church Street  
Lewisville, TX 75067

Dear City of Lewisville Officials,

I am writing to you at this time to request additional time to complete a permanent replacement for the two portable buildings that we use at the Champion Center, 2680 MacArthur Blvd. We are grateful for the time and the patience that you have provided for us since we entered the building in the fall of 2012. We have always felt that you have been reasonable and gracious with us to help us grow in to our facility, and really "figure our way through it".

When we first purchased the building, we presumed that we would be conducting an incredible amount of business out of that building, and that we would be using it as a special events center. We quickly realized that we did not want to take on the task of using it as a special events center for profit, and see the building get torn up by outside parties. Since it's inception in 2012, the Champion Center has gone from a building use of approximately 70% church usage from Bethel Dallas and 30% business use from AdvoCare to 97% church usage and 3% AdvoCare.

Needless to say, the Champion Center is almost entirely used for church functionality. The two large portables in the back have been an absolute necessity based upon the growth of our church, and we have no other way to meet the needs of our children's ministry without those two portables right now. Since we were given permission to bring the other large portable in, we spent a large sum of money building sufficient decking and ramping to upgrade the look and the access to the portables. It is certainly not our intention to keep the portables forever. And the portables have been 100% used for children's ministry purposes, and have only been used on Wednesday night or Sunday mornings for church.

We do have plans to upgrade to permanent structures as quickly as possible; however, it does take substantial funds to tear out existing concrete and put a new building in place to match up to the size of our auditorium capacity. We have two plans in place:

- 1) To re-finance the Champion Center and secure an additional line of credit for \$1,000,000 to immediately begin the construction of a 5,000 sq. foot to 8,000 sq. foot row of classrooms and restrooms that would match up perfectly with the size of auditorium capacity for our Sunday church services. This plan is currently in progress as I write this. This is not the ideal plan, but we want to make sure that the city is pleased with our progress to move forward with what we said we are moving forward with. I just received a verbal approval from the President of our bank at

Frost with a 99% guarantee that adding an extra \$1,000,000 to our refinance will be permissible, which will allow us to move forward on a one story classroom facility as soon as we get new drawings rendered.

- 2) We have been working with a major church building contractor over the past year. We have initial designs and footprints of our 3 story annex and our upgraded sanctuary/auditorium to add to the back of the Champion Center. I am including these in a USB drive for you to be able to access. This is an initial \$5,000,000 building campaign for the first phase, and we don't have that money raised yet. We were kicking that building campaign off in September when school gets back in to session; however, this is really a three year project. It would take a year to raise the money and two years to complete the first phase, which is the 3 story annex to meet our current classroom demands. The sanctuary would be the second phase of the project.

The first option that I mentioned is something that I have been strategizing only in the past two weeks, since getting back from being out of the country for most of the past 30 days. Even though it is a new plan, and it is currently "in the works", I am actually more excited about it than the long range plan because we really need more classroom space right now. We were told that we can not place any more portables beyond the two that we currently have, so we are really in a bind every Sunday as it is.

I will be updating you with our one story plans with deadlines as things develop each week. I have to secure the new drawings and footprints so that I can get them to you, and I will let you know as soon as our re-finance is in motion for closing.

We are definitely trying to be proactive in this whole situation. We have never been satisfied with portables, nor comfortable with them. It has been a means to a temporary fix, and we certainly want them gone more than you do. We are the ones that have to use them every week.

In the meantime, I want to appeal to you about a couple of things. First of all, I would like to appeal to you to consider the fact that the portables are completely surrounded by a high fence. From the street views, most people don't even notice that there are portables there. They are very hard to recognize to someone who has no interest in walking on to our property. The Champion Center building and design is the thing that catches the eye of people who drive by, and the high fence really blocks out any potential eye sores in the back of the property.

I would like to appeal to you to consider what we took over and refurbished. We purchased a complete run down building and a complete eye sore to the city of Lewisville, stationed at the corner of two major thoroughfares in our city. We took this run-down building and did our best to give it a world class look that would be attractive to people passing by. We greatly enhanced the landscaping to give it a fresh look that matches the type of building that it is. Overall, it has been nothing but a blessing to the apartment renters, the complex owners, and all of the

neighboring people in the community, just from the mere fact that we upgraded the corner of Vista Ridge Mall Drive and MacArthur Blvd.

The other multiple Home Depot Garden Centers in the area that are identical to this are still unsold after 8 years and still look run down. We took this one, in our city, and transformed it.

I would like to appeal to you to consider how much the businesses around us thrive and flourish from the hundreds of people that we bring in and out of our doors each week. From gas, to shopping, to restaurants, the surrounding business owners have been blessed for our presence.

I would like to appeal to you to consider that we have a goal to really make a positive impact on the city of Lewisville. We may not be the fastest at impact, but we do have a lot of goals to help the people of the city of Lewisville have richer, more productive lives. We have already had a major impact on Lewisville High School. We have numerous small group bible studies that have emerged from our presence on the campus at Lewisville High. We have seen numerous miracles with high school students that would take too long to write about in this letter. The Lewisville High School starting quarterback has been deeply impacted by his relationship with us at Bethel Dallas. He is leading and starting various bible studies throughout his network of friends. He is calling his peers up to a higher standard of moral choices, and he is unwavering in his commitment to moral excellence and leadership growth and development. He wants to change his high school for the better, and he wants to go to college on a football scholarship and study business & entrepreneurship. This is just one story of what kind of impact we are having in this community because you allow us to have our portables to function effectively. We are grateful for this, and we believe there is much more to come. We just don't want a little church on the corner. We want to be a blessing to the city of Lewisville.

I would like to appeal to you to consider that our building is different, and it is hard to put us in the same category as other churches. The Assembly of God church that is right across the corner from us has two large portables and decking exactly like ours; however, theirs is completely exposed to the public and it faces the busiest place of the mall; the theatre parking lot. This is not a problem for me, and I do not see it as an eye sore. Our children's pastor has been with us for 3 years, and he didn't even know that the church on the corner across from us had two portables! Our youth leader also stated that he didn't even know there were portables behind the Assembly of God church on the corner. My point is that their buildings are not even fenced, and ours are high fenced. These two situations really do not compare, and if they did, it would seem that we could keep portables for years to come with no problem. I am not advocating that we keep them for years to come without an ending, but I am asking you to take in to consideration that our high fence really negates any of the issues that may be brought up as negatives related to getting rid of them prematurely.

I want to appeal to you to consider the large amount of taxes we pay each year for this property that, in essence, is a non-profit.

I am appealing to the city of Lewisville to take these things in to consideration and I am asking you for at least two more years of variance based upon our current plan. I will do everything within my power to expedite the building process of adding a one story addition to the Champion Center immediately. I will continue to work on all of the finalities in order to get concrete numbers concrete plans, and deadlines. In the meantime, I am requesting that you grant us the necessary variance in order to maintain our healthy church life and church growth.

I will be happy to attend any meeting or briefing necessary to explain our case in further detail in order to resolve this matter.

Sincerely,

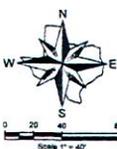
A handwritten signature in black ink that reads "Danny McDaniel". The signature is written in a cursive style with a large, stylized "D" and "M".

Danny McDaniel  
Owner of The Champion Center  
2680 MacArthur Blvd.  
Lewisville, TX 75067

972-393-0494  
danny@workwithchampions.com

PARKING	
TYPE	NUMBER
REGULAR	143
TRANSIT	7
TOTAL	150

4  
143  
+ 136 NEW  
279 TOTAL  
13  
897 MAX OCC. WITH STAGGERING



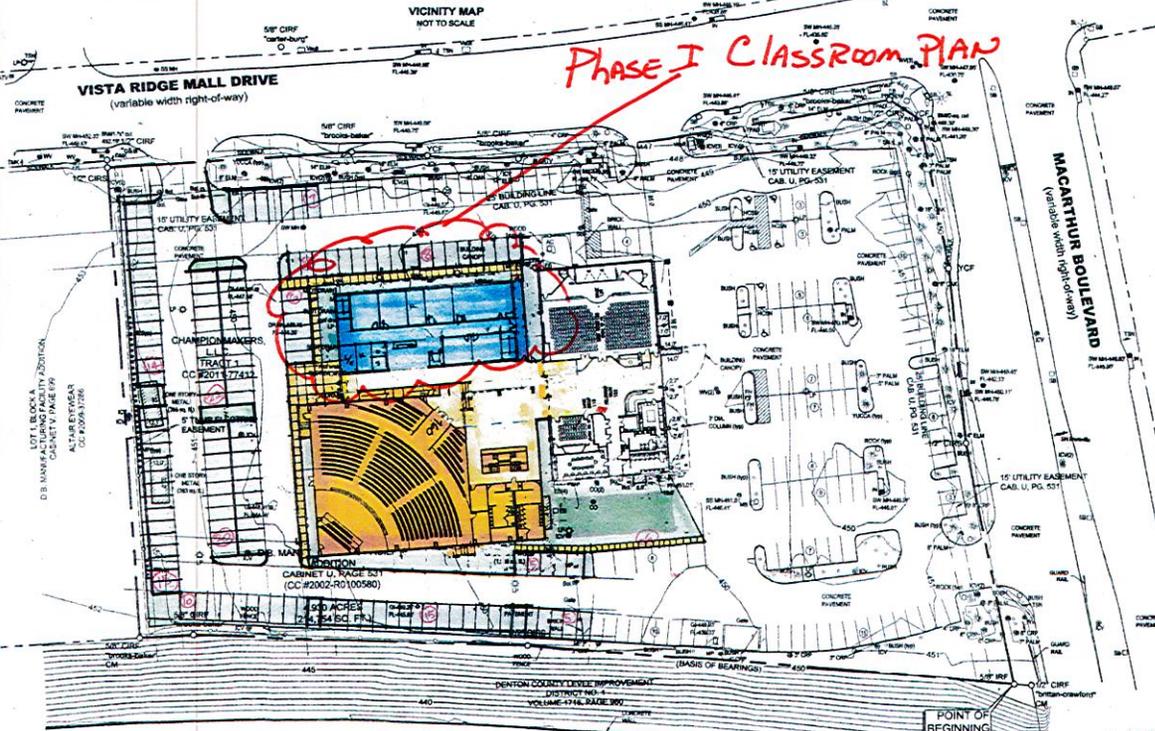
The Surveyor has not abstracted the record file and/or assessments of the subject property. The Surveyor prepared this survey without the benefit of a title commitment and assumes no liability for any easements, right-of-way dedications or other title matters affecting the subject property which may have been filed in the real property records.

The underground utilities shown here are located from field information and existing drawings. The Surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are exact in the location indicated. The surveyor has not physically located the underground utilities.

With regard to Table A, Item 18, No wetlands were delineated, this was a fully developed site at the time of this survey.

VICINITY MAP NOT TO SCALE

# PHASE I CLASSROOM PLAN



### PROPERTY DESCRIPTION

STATE OF TEXAS  
COUNTY OF DENTON

BEING a tract of land situated in the G.C. WOOLSEY SURVEY, ABSTRACT NO. 1402, City of Lewisville, Denton County, Texas and being a portion of Tract V, as described in deed to Demco-Carter-Vista Ridge L.P., recorded in Volume 4793, Page 02777, Deed Records, Denton County, Texas, G.C. WOOLSEY, J and being more particularly described as follows:

BEGINNING at a point for corner, from which a 5/8 inch iron rod not found bears South 89 deg 51 min 24 sec East, a distance of 0.30 feet, east past the intersection of the westerly right-of-way line of MacArthur Boulevard (variable width right-of-way) and the northerly line of a tract of land described in deed to Denton County Levee Improvement District No. 1, recorded in Volume 5716, Page 895, G.C. WOOLSEY, J.

THENCE departing the westerly right-of-way line of said MacArthur Boulevard and along the northerly line of said Denton County Levee Improvement District No. 1 tract the following:

North 85 deg 18 min 28 sec West, continuing along the northerly line of said Denton County Levee Improvement District No. 1 tract, a distance of 34.23 feet to a 1/2 inch iron rod with plastic cap stamped "WAL" set for corner.

North 88 deg 10 min 34 sec West, continuing along the northerly line of said Denton County Levee Improvement District No. 1 tract, a distance of 234.29 feet to a 5/8 inch iron rod with plastic cap stamped "toronto-bank" found for corner.

South 85 deg 32 min 42 sec West, continuing along the northerly line of said Denton County Levee Improvement District No. 1 tract, a distance of 37.30 feet to a 5/8 inch iron rod with plastic cap stamped "toronto-bank" found for corner.

THENCE South 84 deg 01 min 03 sec West, departing the northerly line of said Denton County Levee Improvement District No. 1 tract, a distance of 217.78 feet to a 1/2 inch iron rod with plastic cap stamped "WAL" set for corner in the southerly right-of-way line of Vista Ridge Mall Drive (variable width right-of-way).

THENCE along the southerly right-of-way line of said Vista Ridge Mall Drive as follows:

North 85 deg 48 min 57 sec East, a distance of 171.04 feet to a 5/8 inch iron rod with plastic cap stamped "toronto-bank" found for corner and the beginning of a curve to the right having a radius of 363.31 feet, a central angle of 06 deg 53 min 29 sec, a chord bearing of South 87 deg 27 min 28 sec East and a chord length of 53.22 feet.

Along said curve to the right an arc distance of 63.28 feet to a point for corner from which a "T" cut in concrete found bears North 12 deg 41 min 06 sec East, a distance of 52.77 feet, east past being the beginning of a curve to the left having a radius of 370.00 feet, a central angle of 12 deg 11 min 04 sec, a chord bearing of South 89 deg 43 min 02 sec East and a chord length of 63.68 feet.

Along said curve to the left an arc distance of 63.80 feet to a point for corner from which a 5/8 inch iron rod not found with plastic cap stamped "toronto-bank" found bears South 89 deg 43 min 02 sec East, a distance of 43.27 feet to a 1/2 inch iron rod with plastic cap stamped "WAL" set for corner at the northwest end of a corner city at the intersection of the southerly right-of-way line of said Vista Ridge Mall Drive and the westerly right-of-way line of said MacArthur Boulevard.

THENCE South 85 deg 09 min 48 sec East, along said corner city, a distance of 25.48 feet to a point for corner from which a "T" cut in concrete found bears South 11 deg 18 min 57 sec East, a distance of 1.91 feet, east past being the southeast end of said corner city.

THENCE departing said corner city and along the westerly right-of-way line of said MacArthur Boulevard the following:

South 11 deg 09 min 48 sec East, a distance of 108.36 feet to a point for corner from which a "T" cut in concrete found bears South 89 deg 09 min 14 sec West, a distance of 0.34 feet.

South 05 deg 40 min 47 sec East, a distance of 125.57 feet to a 1/2 inch iron rod not found with plastic cap stamped "WAL" set for corner.

South 11 deg 09 min 48 sec East, a distance of 170.80 feet to the POINT OF BEGINNING.

Containing within these areas and bounds 4,930 square feet of land, more or less.

Measurements shown herein are based upon an on-the-ground survey performed in the field on the 30th day of September, 2011, utilizing a G.P.S. measurement (NAD 83) from the Geotrack V50 receiver.

### ABBREVIATION LEGEND

ABBR.	DEFINITION
RRF	IRON ROD FOUND
CRFB	IRON ROD SET W/ CAP STAMPED "WAL"
CRFP	IRON ROD FOUND W/ CAP
XCS	"X" CUT IN CONCRETE SET
XCP	"X" CUT IN CONCRETS FOUND
PKS	PK NAIL SET
PKF	PK NAIL FOUND
MAG	MAG NAIL W/PH SHNER SET
PP	POWER POLE
GW	GUY WIRE
MM	MANHOLE
WV	WATER VALVE
TP	TELEPHONE PEDESTAL
WM	WATER METER
PH	FIRE HYDRANT
ICV	IRRIGATION CONTROL VALVE
CO	CLEANOUT
AC	AIR COMPRESSOR
SP	SIGNAL BOX
SN	SIGNAL POLE
SS	SANITARY SEWER
SSW	STORM SEWER
TPAD	TRANSFORMER PAD
GM	GAS METER
GMK	GAS MARKER
TMK	TELEPHONE MARKER

### ABBREVIATION LEGEND

ABBR.	DEFINITION
TSN	TRAFFIC SIGN
UCC	UNDERGROUND CABLE MARKER
EB	ELECTRIC BOX
EM	ELECTRIC METER
CCM	COUNTY CLERK'S INSTRUMENT NO.
CM	CONTROLLING MONUMENT
CI	GRATE INLET
IN	INLET
HC	HANDICAPPED
MI	METAL POST
MB	MAIL BOX
BLBL	BELLHOUND
GL	GROUND LIGHT
LP	LIGHT POLE
GR	GAS RISER
PM	PAINT MARK
PF	PN FLAG
WP	WOOD POST
MP	METAL POST
PF-E	ELECTRIC PN FLAG
PF-T	TIME WARNER CASTLE PN FLAG
PF-AT	A T & T PAINT MARK
PF-V	VERIZON PN FLAG
PF-A	AT&T PN FLAG
PF-G	GAS PAINT MARK

### SURVEYOR'S CERTIFICATION

This is to certify that this map or plan and the survey on which it is based were made in accordance with the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and include items 1, 2, 3, 4, 5, 6, 7(a), 7(b), 7(c), 8, 9, 11(a), 11(b), 13, 14, 19, 21 and 22 of Table A thereof. The field work was completed on 09/30/2011.

**PRELIMINARY:** This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as if it were a final survey document.

Lawrence J. Lusker (Original signature in red ink)  
Registered Professional Land Surveyor  
Texas Registration No. 5714  
Management & Associates, Inc.  
6790 Hallowed Plaza Drive, Suite 325  
Dallas, Texas 75230  
(877) 460-7090  
Lusker@winkelman.com

Please note that the use of the word "CERTIFY" or "CERTIFICATE" (used) herein constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

### ALT. ONE CONCEPT

FLOOD NOTE  
#1040  
CORCO & ASSOCIATES, INC.  
11/02/10

According to the Federal Emergency Management Agency, Flood Insurance Rate Map Community Plan No. 48721C01295G, dated April 10, 2011, this property is within Flood Zone X shaded.

Zone X (Shaded) - Areas of 0.2% annual chance flood areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile, and areas protected by levees from 1% annual chance flood (Areas of 500-year flood areas of 100-year flood with average depths of less than 1 foot or with drainage areas less than 1 square mile, areas protected by levees from 100-year flood).

This flood statement does not imply that the property and/or the structure thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

ESTIMATED AREAS:  
2 STORY BLDG. - 7,800 SQ FT  
1 STORY BLDG. - 2,500 SQ FT  
TOTAL - 20,800 SQ FT

BENCH MARKS:  
BM #1 - "T" cut on the southeast corner of a curb inlet box situated in the south curb line of Vista Ridge Mall Drive, 430.9 feet south of the centerline of Vista Ridge Mall Drive and 25.8 feet north of the northwest property corner.

ELEVATION - 452.19 feet

BM #2 - Square cut, top of concrete curb at the center of a curb that, west curb line of MacArthur Boulevard, 448.2 feet west of the centerline of MacArthur Boulevard and 8.8 feet south of the centerline of Vista Ridge Mall Drive.

ELEVATION - 448.30 feet

BUILDING AREAS:  
SANITARY - 20,800 SQ FT  
CHILDREN - 1,800 SQ FT  
TOTAL BLDG - 22,600 SQ FT

Winkelman & Associates, Inc.  
1100 W. Walnut Street, Suite 100  
Lewisville, Texas 75040  
Tel: 972.382.1100  
Fax: 972.382.1101  
www.winkelman.com

G.C. WOOLSEY SURVEY, ABSTRACT NO. 1402  
CITY OF LEWISVILLE  
DENTON COUNTY, TEXAS  
CORCO & ASSOCIATES, INC.  
1100 W. WALNUT STREET, SUITE 100  
LEWISVILLE, TEXAS 75040

ALTA/ACSM LAND TITLE SURVEY  
4.930 ACRES

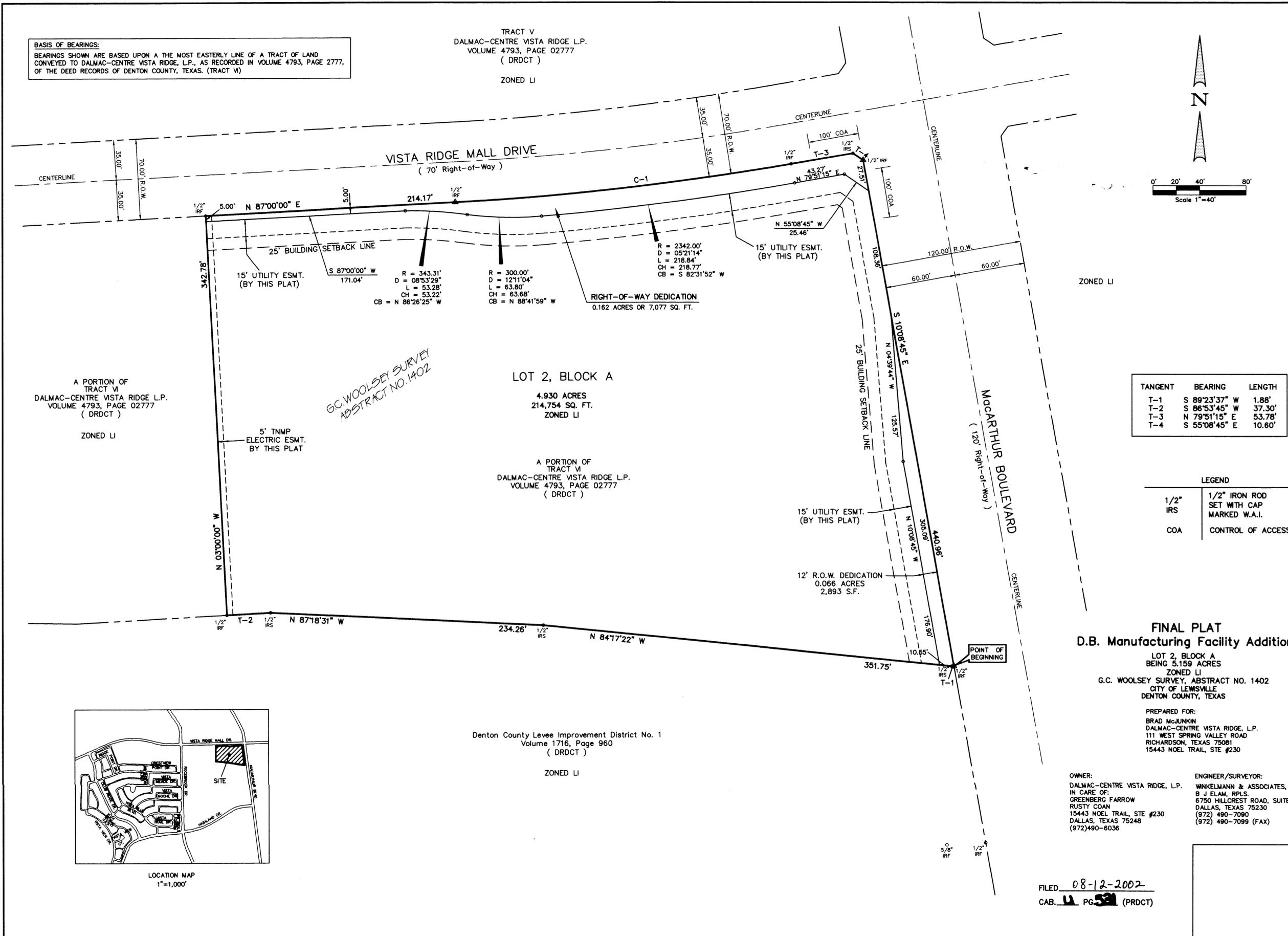
Date: 10/10/11  
Scale: 1" = 40'  
File #: 6910-ALTA  
Project No.: 69103-00

SHEET 1 OF 2

**BASIS OF BEARINGS:**  
 BEARINGS SHOWN ARE BASED UPON A THE MOST EASTERLY LINE OF A TRACT OF LAND CONVEYED TO DALMAC-CENTRE VISTA RIDGE, L.P., AS RECORDED IN VOLUME 4793, PAGE 2777, OF THE DEED RECORDS OF DENTON COUNTY, TEXAS. (TRACT V)

TRACT V  
 DALMAC-CENTRE VISTA RIDGE L.P.  
 VOLUME 4793, PAGE 02777  
 ( DRDCT )

ZONED LI



A PORTION OF  
 TRACT V  
 DALMAC-CENTRE VISTA RIDGE L.P.  
 VOLUME 4793, PAGE 02777  
 ( DRDCT )

ZONED LI

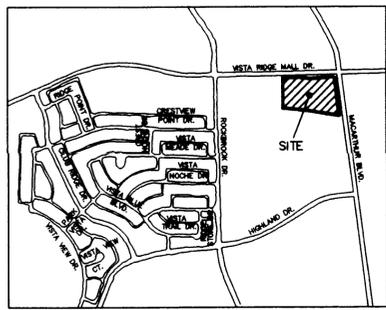
G.C. WOOLSEY SURVEY  
 ABSTRACT NO. 1402

LOT 2, BLOCK A  
 4.930 ACRES  
 214,754 SQ. FT.  
 ZONED LI

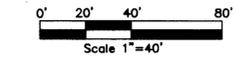
A PORTION OF  
 TRACT V  
 DALMAC-CENTRE VISTA RIDGE L.P.  
 VOLUME 4793, PAGE 02777  
 ( DRDCT )

Denton County Levee Improvement District No. 1  
 Volume 1716, Page 960  
 ( DRDCT )

ZONED LI



LOCATION MAP  
 1"=1,000'



TANGENT	BEARING	LENGTH
T-1	S 89°23'37" W	1.88'
T-2	S 86°53'45" W	37.30'
T-3	N 79°51'15" E	53.78'
T-4	S 55°08'45" E	10.60'

LEGEND

1/2" IRS	1/2" IRON ROD SET WITH CAP MARKED W.A.I.
COA	CONTROL OF ACCESS

**FINAL PLAT**  
**D.B. Manufacturing Facility Addition**

LOT 2, BLOCK A  
 BEING 5.159 ACRES  
 ZONED LI  
 G.C. WOOLSEY SURVEY, ABSTRACT NO. 1402  
 CITY OF LEWISVILLE  
 DENTON COUNTY, TEXAS

PREPARED FOR:  
 BRAD McJUNKIN  
 DALMAC-CENTRE VISTA RIDGE, L.P.  
 111 WEST SPRING VALLEY ROAD  
 RICHARDSON, TEXAS 75081  
 15443 NOEL TRAIL, SITE #230

OWNER:  
 DALMAC-CENTRE VISTA RIDGE, L.P.  
 IN CARE OF:  
 GREENBERG FARROW  
 RUSTY COAN  
 15443 NOEL TRAIL, SITE #230  
 DALLAS, TEXAS 75248  
 (972)490-6036

ENGINEER/SURVEYOR:  
 WINKELMANN & ASSOCIATES, INC.  
 B J ELAM, RPLS.  
 6750 HILLCREST ROAD, SUITE 100  
 DALLAS, TEXAS 75230  
 (972) 490-7090  
 (972) 490-7099 (FAX)

FILED 08-12-2002  
 CAB. U PG 52 (PRDCT)

NO.	DATE	REVISION	AS PER CITY COMMENTS	DFL	APPROV.
1	07/11/02				
2	08/01/02				

**Winkelmann & Associates, Inc.**  
 CONSULTING CIVIL ENGINEERS & SURVEYORS  
 6750 Hillcrest Road, Suite 100  
 Dallas, Texas 75230  
 (972) 490-7090  
 (972) 490-7099 FAX

G.C. WOOLSEY SURVEY, ABSTRACT NO. 1402  
 CITY OF LEWISVILLE  
 DENTON COUNTY, TEXAS  
 CENTER LOCK TRAIL, SITE #230  
 15443 NOEL TRAIL, TEXAS 75248  
 DALLAS, TEXAS 75248  
 ATTN: RUSTY COAN (972)490-6036

FINAL PLAT  
 D.B. MANUFACTURING FACILITY ADDITION  
 LOT 2, BLOCK A, 5.159 ACRES, ZONED LI  
 DENTON COUNTY, TEXAS

Date	6/14/02
Designed By	M.D.C.
Drawn By	J.W.B.
Checked By	M.D.C.
File	376031p.dwg
Project No.	37603.00

SHEET
1
2

Received at  
 11:11 AM  
 Aug 12 2002  
 On Aug 12 2002  
 Central Municipal Clerk  
 Denton County, Texas

OWNER'S CERTIFICATE

STATE OF TEXAS  
COUNTY OF DENTON

WHEREAS, DALMAC-CENTRE VISTA RIDGE, L.P. is the owner of a tract of land situated in the G.C. WOOLSEY SURVEY, Abstract No. 1402, Denton County, Texas and being a portion of of Tract VI conveyed to DALMAC-CENTRE VISTA RIDGE L.P. as recorded in Volume 4793, Page 02777 of the Deed Records of Denton County, Texas ( DRDCT ) and being more particularly described as follows;

BEGINNING at a 1/2 inch iron rod found at the most southeasterly corner of said TRACT VI, said point being found at the intersection of the westerly Right-of-Way line of MacARTHUR BOULEVARD ( 120' Right-of-Way ) and the northerly line of a tract of land conveyed to the Denton County Levee Improvement District No. 1 as recorded in Volume 1716, Page 960 ( DRDCT );

THENCE departing the westerly Right-of-Way line of said MacARTHUR BOULEVARD and along the northerly line of said Denton County Levee Improvement District No. 1 tract as follows:

- South 89°23'37" West a distance of 1.88 feet to a 1/2 inch iron rod set for corner;
- North 84°17'22" West a distance of 351.75 feet to a 1/2 inch iron rod set for corner;
- North 87°18'31" West a distance of 234.26 feet to a 1/2 inch iron rod set for corner;
- South 86°53'45" West a distance of 37.30 feet to a 1/2 inch iron rod found for corner;

THENCE departing the northerly of said Denton County Levee Improvement District No. 1 tract North 03°00'00" West a distance of 342.78 feet to a 1/2 inch iron rod found for corner in the southerly Right-of-Way line of VISTA RIDGE MALL DRIVE ( 70' Right-of-Way );

THENCE along the southerly Right-of-Way line of said VISTA RIDGE MALL DRIVE as follows:

- North 87°00'00" East a distance of 214.17 feet to a 1/2 inch iron rod found for the beginning of a curve to the left having a radius of 2325.00 feet and having a chord bearing of North 83°25'37" East and a chord length of 289.78 feet.
- Continuing along said curve to the left through a central angle of 07°08'45" and an arc length of 289.97 feet to a 1/2 inch iron rod found for the point of tangency;
- North 79°51'15" East a distance of 53.77 feet to a 1/2 inch iron rod set for corner at a corner-clip;

THENCE departing the southerly Right-of-Way line of said VISTA RIDGE MALL DRIVE and along said corner-clip South 55°08'45" East a distance of 10.61 feet to a 1/2 inch iron rod found for corner in the westerly Right-of-Way line of said MacARTHUR BOULEVARD;

THENCE along the westerly Right-of-Way line of said MacARTHUR BOULEVARD South 10°08'45" East, a distance of 440.96 feet to a 1/2 inch iron rod found for the POINT OF BEGINNING;

CONTAINING within these metes and bounds 5.159 acres or 224,724 square feet of land more or less.

OWNER'S CERTIFICATE OF DEDICATION

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT DALMAC-CENTRE VISTA RIDGE, L.P., THE UNDERSIGNED AUTHORITY, DO/DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN ABOVE DESCRIBED PROPERTY AS D.B. MANUFACTURING FACILITY ADDITION, LOT 2, BLOCK A, AN ADDITION TO THE CITY OF LEWISVILLE, DENTON COUNTY, TEXAS, AND DOES HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE STREETS AND ALLEYS SHOWN HEREON; AND DOES HEREBY DEDICATE THE EASEMENT STRIPS SHOWN ON THE PLAT FOR MUTUAL USE AND ACCOMMODATION OF THE CITY OF LEWISVILLE AND ALL PUBLIC UTILITIES DESIRING TO USE, OR USING SAME, NO BUILDINGS, FENCES, TREES, SHRUBS, SIGNS, OR OTHER IMPROVEMENTS SHALL BE CONSTRUCTED OR PLACED UPON, OVER, OR ACROSS THE EASEMENT STRIPS ON SAID PLAT. THE CITY OF LEWISVILLE AND ANY PUBLIC UTILITY SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PART OF ANY BUILDINGS, FENCES, TREES, SHRUBS, SIGNS, OR OTHER IMPROVEMENTS OR GROWTHS WHICH IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF ITS RESPECTIVE SYSTEM ON ANY OF THESE EASEMENT STRIPS, AND THE CITY OF LEWISVILLE AND ANY PUBLIC UTILITY SHALL AT ALL TIMES HAVE THE RIGHT OF INGRESS AND EGRESS TO AND FROM AND UPON ANY OF SAID EASEMENT STRIPS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING, AND ADDING TO OR REMOVING ALL OR PART OF ITS RESPECTIVE SYSTEM WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE PERMISSION OF ANYONE. A BLANKET EASEMENT OF A FIVE (5) FOOT RADIUS FROM THE CENTER POINT OF ALL FIRE HYDRANTS AND A FIVE (5) FOOT RADIUS FROM THE CENTER POINT OF ALL OTHER APPURTENANCES (FIRE HYDRANT VALVES, WATER METERS, METER BOXES) IS HEREBY GRANTED TO THE CITY OF LEWISVILLE FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING AND MAINTAINING THE ABOVE NAMED APPURTENANCES.

WE DO FURTHER DEDICATE, SUBJECT TO THE EXCEPTIONS AND RESERVATIONS SET FORTH HEREINAFTER, TO THE PUBLIC USE FOREVER, ALL PUBLIC USE SPACES SHOWN ON THE FACE OF THE PLAT.

ALL LOTS IN THE SUBDIVISION SHALL BE SOLD AND DEVELOPED SUBJECT TO THE BUILDING LINES SHOWN ON THE PLAT.

DALMAC-CENTRE VISTA RIDGE, L.P.  
BY: DALMAC LEWISVILLE 56 G.P., INC.

*Randall Hearn*

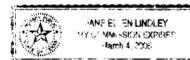
RANDALL HEARN  
SECRETARY TREASURE

STATE OF TEXAS  
COUNTY OF DENTON DALLAS

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Randall Hearn, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this 2nd day of August, 2002.

*Jane Ellen Lindley*  
Notary Public in and for the State of Texas  
My Commission Expires: 3-4-05



ALL VARIANCES (IF ANY) FROM THE GENERAL DEVELOPMENT ORDINANCE APPROVED BY CITY COUNCIL.

*Victor Rhoads*  
VICTOR RHOADS, CHAIRMAN  
PLANNING & ZONING COMMISSION  
CITY OF LEWISVILLE, TEXAS

08-06-2002  
DATE

The undersigned, the City Secretary of the City of Lewisville, Texas, hereby certifies that the foregoing final plat of the D.B. Manufacturing Facility Addition to the City of Lewisville was submitted to the appropriate Planning & Zoning Commission or City Council as required by the ordinances of the City of Lewisville on the 6th day of AUG, 2002, and such body by formal action, then and there accepted the dedication of streets, alleys, parks, easements, public places and water and sewer lines, as shown and set forth in and upon said plat, and said body further authorized the acceptance thereof by signing as hereinabove subscribed in the capacity stated.

Witness by hand this 5th day of August, 2002

*Marty Hendrix*  
Marty Hendrix, TRMC/CMC, City Secretary  
City of Lewisville, Texas

KNOW ALL MEN BY THESE PRESENTS:

That, I, B.J. Elam, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision in accordance with the Subdivision Regulations of the City of Lewisville, Texas.

*B.J. Elam*  
B.J. Elam  
Registered Professional Land Surveyor  
Texas Registration No. 4581  
Winkelmann & Associates, Inc.  
6750 Hillcrest Plaza Dr, Suite 100  
Dallas, Texas 75230  
972/490-7090

STATE OF TEXAS  
COUNTY OF DALLAS

BEFORE me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared B.J. Elam, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same in the capacity herein stated and as the act and deed of said company.

GIVEN under my hand and seal of office, this the 2nd day of August, 2002.

*Russell Banton*  
Notary Public in and for State of Texas  
My Commission Expires: 11/28/04

FINAL PLAT  
D.B. Manufacturing Facility Addition

LOT 2, BLOCK A  
BEING 5.159 ACRES  
ZONED LI  
G.C. WOOLSEY SURVEY, ABSTRACT NO. 1402  
CITY OF LEWISVILLE  
DENTON COUNTY, TEXAS

PREPARED FOR:  
BRAD McJUNKIN  
DALMAC-CENTRE VISTA RIDGE, L.P.  
111 WEST SPRING VALLEY ROAD  
RICHARDSON, TEXAS 75081  
15443 NOEL TRAIL, SITE #230

OWNER:  
DALMAC-CENTRE VISTA RIDGE, L.P.  
IN CARE OF:  
GREENBERG FARROW  
RUSTY COAN  
15443 NOEL TRAIL, SITE #230  
DALLAS, TEXAS 75248  
(972)490-6036

ENGINEER/SURVEYOR:  
WINKELMANN & ASSOCIATES, INC.  
B J ELAM, RPLS.  
6750 HILLCREST ROAD, SUITE 100  
DALLAS, TEXAS 75230  
(972) 490-7090  
(972) 490-7099 (FAX)

FILED 08-12-2002  
CAB. U PG 532 (PRDCT)

2	06/01/02	AS PER CITY COMMENTS	DFL
1	07/11/02	AS PER CITY COMMENTS	DFL
		REVISION	APPROV.

**Winkelmann & Associates, Inc.**  
CONSULTING CIVIL ENGINEERS & SURVEYORS  
6750 Hillcrest Plaza, Suite 100  
Dallas, Texas 75230  
(972) 490-7090  
(972) 490-7099 FAX

G.C. WOOLSEY SURVEY, ABSTRACT NO. 1402  
CITY OF LEWISVILLE  
DENTON COUNTY, TEXAS  
GREENBERG FARROW  
15443 NOEL TRAIL, SITE #230  
DALLAS, TEXAS 75248  
ATTN: RUSTY COAN (972)490-6036

FINAL PLAT  
D.B. MANUFACTURING FACILITY ADDITION  
LOT 2, BLOCK A, 5.159 ACRES, ZONED LI  
DENTON COUNTY, TEXAS

Scale: 1"=40'	Date: 6/14/02
Designed By: M.D.C.	
Drawn By: J.W.B.	
Checked By: M.D.C.	
Title: 376031pl.dwg	
Project No.: 37603.00	

SHEET  
2  
9  
2

**GENERAL NOTES:**

- BOX BRICK EXTERIOR REQUIRED.
- SHADE STRUCTURE MUST REMAIN OPEN ON ALL SIDES. (ROOF ONLY)
- ALL FIRE LANES TO BE HEAVY DUTY CONCRETE.
- ALL GATES ACROSS FIRE LANES MUST USE KNOX TYPE LOCKS.
- OUTSIDE STORAGE IS LIMITED TO 10% OF THE LOT AREA AND MUST BE SCREENED IN ACCORDANCE WITH THE GENERAL DEVELOPMENT ORDINANCE.
- OUTSIDE STORAGE OF MATERIALS IS LIMITED TO A MAXIMUM HEIGHT OF TWENTY-FIVE (25) FEET.

**PAVING AND MARKING NOTES:**

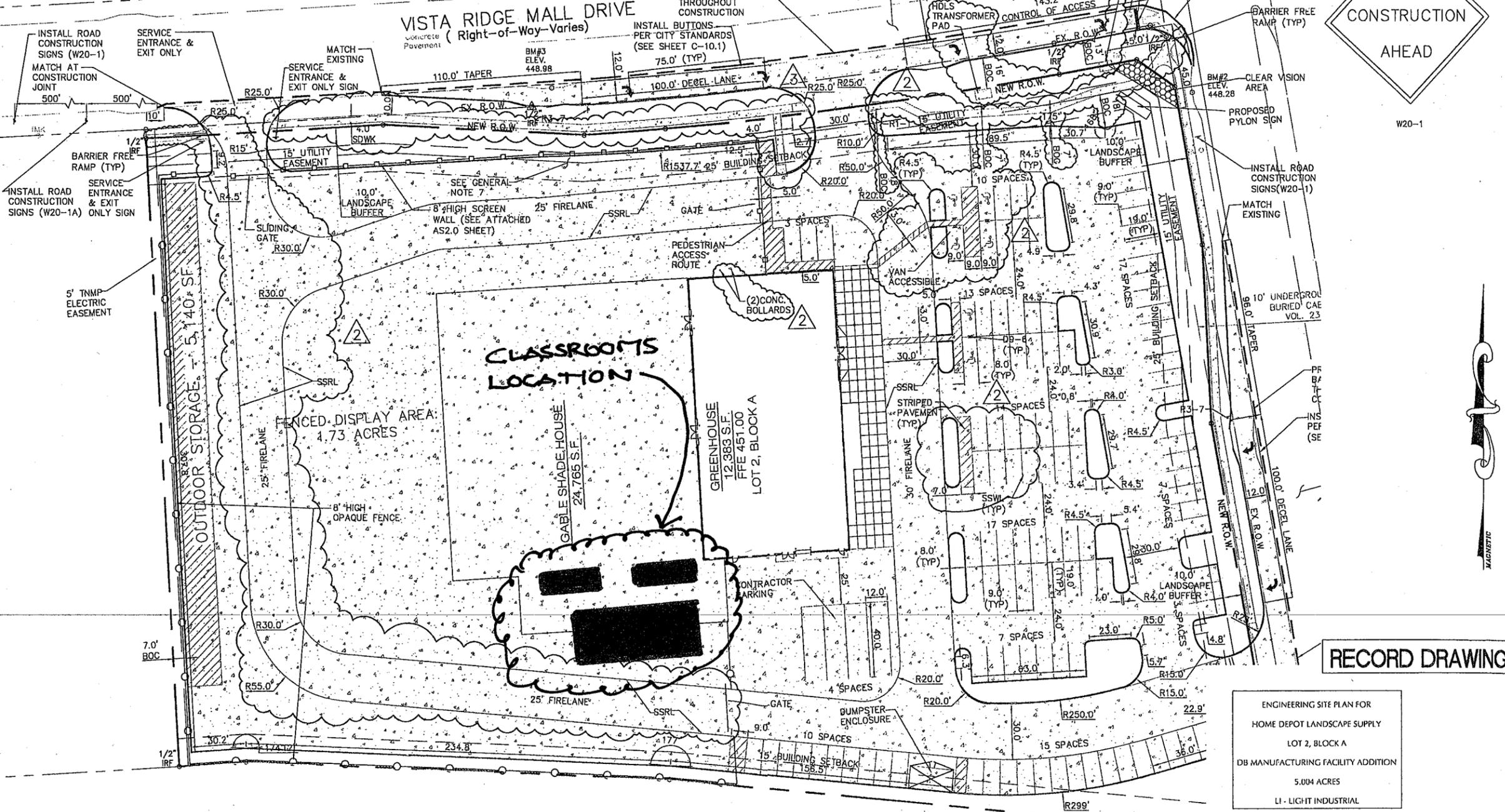
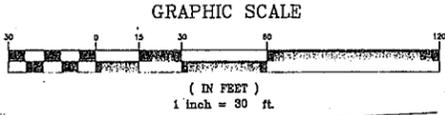
- ALL STRIPING WITHIN THE PROPERTY TO BE PAINTED FOLLOWING SECTION 02580 OF THE PROJECT SPECIFICATIONS.
- SINGLE SOLID RED LINE ALONG THE CURB SHALL BE PAINTED ON TOP AND FACE OF CURB.
- BOUNDARY, TOPOGRAPHIC, AND EXISTING TREE INFORMATION PROVIDED BY "WINKELMANN & ASSOCIATES, INC." DATED MAY 30, 2002.

**TRAFFIC CONTROL NOTES:**

- TRAFFIC WITHIN RIGHT OF WAY:
- SIGNING, STRIPING AND MARKING TO BE PLACED AS SHOWN AND/OR AS DIRECTED BY THE CITY OF LEWISVILLE.
  - WARNING DEVICES SHALL BE PLACED PRIOR TO THE COMMENCEMENT OF ANY ROAD IMPROVEMENT WORK ON COUNTY ROADS AND SHALL REMAIN IN PLACE UNTIL THE CONCLUSION OF ALL SIGNING AND STRIPING WORK.
  - ALL WARNING DEVICES SHALL BE EITHER TYPE II BARRICADES OR DRUMS WITH WARNING LIGHTS ON EVERY OTHER DEVICE AND SHALL CONFORM WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) STANDARDS FOR COLOR, SIZE, REFLECTIVITY, HEIGHT AND PLACEMENT.
  - SPACING OF WARNING DEVICES SHALL BE EQUAL TO THE POST SPEED OF THE ROAD (i.e. 30 FEET SPACING FOR 30 MILES PER HOUR SPEED LIMIT)
  - STRIPING (WHITE AND YELLOW) AND ARROW MARKING SHALL BE APPLIED USING TEXAS DEPARTMENT OF TRANSPORTATION STANDARD THERMOPLASTIC.
  - WHEN NECESSARY, EXISTING STRIPING SHALL BE REMOVED BY GRINDING.
  - ALL SIGNS MUST BE INSTALLED CONCURRENTLY WITH THE PERFORMANCE OF THE STRIPING WORK.
  - CONTACT CITY OF LEWISVILLE ONE WEEK PRIOR TO COMMENCEMENT OF ANY WORK WITHIN THE RIGHT OF WAY OF SHALLOWFORD ROAD RESPECTIVELY.
  - THE TRAFFIC CONTROL DEVICES MUST COMPLY WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND APPROVED BY THE CITY OF LEWISVILLE.
  - SIGNS SHOWN FOR ONE DIRECTION OF TRAVEL ONLY.
  - FLASHING WARNING LIGHTS AND/OR FLAGS MAY BE USED TO CALL ATTENTION TO THE EARLY WARNING SIGNS.
  - WARNING LIGHTS SHOULD BE USED TO MARK CHANNELIZING DEVICES AT NIGHT AS NEEDED.

**LEGEND:**

- CONCRETE PAVEMENT
- 5' R DENOTED RADIUS DIMENSION TO FACE OF CURB
- PROPOSED INTEGRAL CURB (6" HIGH)
- EXISTING CURB
- PROPERTY LINE
- STOP BAR (THERMOPLASTIC)
- HANDICAP
- PAINTED STRIPES
- PAINTED STRIPES ON CONCRETE PAVEMENT
- R1-1 STOP SIGN
- R3-7 RIGHT LANE MUST TURN RIGHT SIGN
- D9-6 HANDICAPPED SIGN
- SSRL SINGLE SOLID RED LINE (TOP AND FACE OF CURB) WITH "NO PARKING FIRE LANE" PAINTED EVERY 15 FEET.
- EXISTING EDGE OF PAVEMENT
- PAINTED TRAFFIC ARROW
- TRAFFIC SIGN



**GREENBERG FARROW**  
ARCHITECTURE  
ENGINEERING  
PLANNING

1735 7TH EXCHANGE  
ATLANTA, GEORGIA 30333  
VOICE 770/303.1033  
FAX 770/303.1333

**DRAWING ISSUE RECORD**

DATE	DESCRIPTION
11-14-02	1ST SITE PLAN SUBMITTAL
12-10-02	2ND CITY SUBMITTAL
12-10-02	3RD CITY SUBMITTAL
12-10-02	4TH CITY SUBMITTAL
12-10-02	5TH CITY SUBMITTAL
12-10-02	6TH CITY SUBMITTAL
12-10-02	7TH CITY SUBMITTAL
12-10-02	8TH CITY SUBMITTAL
12-10-02	9TH CITY SUBMITTAL
12-10-02	10TH CITY SUBMITTAL
12-10-02	11TH CITY SUBMITTAL
12-10-02	12TH CITY SUBMITTAL
12-10-02	13TH CITY SUBMITTAL
12-10-02	14TH CITY SUBMITTAL
12-10-02	15TH CITY SUBMITTAL
12-10-02	16TH CITY SUBMITTAL
12-10-02	17TH CITY SUBMITTAL
12-10-02	18TH CITY SUBMITTAL
12-10-02	19TH CITY SUBMITTAL
12-10-02	20TH CITY SUBMITTAL
12-10-02	21ST CITY SUBMITTAL
12-10-02	22ND CITY SUBMITTAL
12-10-02	23RD CITY SUBMITTAL
12-10-02	24TH CITY SUBMITTAL
12-10-02	25TH CITY SUBMITTAL
12-10-02	26TH CITY SUBMITTAL
12-10-02	27TH CITY SUBMITTAL
12-10-02	28TH CITY SUBMITTAL
12-10-02	29TH CITY SUBMITTAL
12-10-02	30TH CITY SUBMITTAL
12-10-02	31ST CITY SUBMITTAL
12-10-02	32ND CITY SUBMITTAL
12-10-02	33RD CITY SUBMITTAL
12-10-02	34TH CITY SUBMITTAL
12-10-02	35TH CITY SUBMITTAL
12-10-02	36TH CITY SUBMITTAL
12-10-02	37TH CITY SUBMITTAL
12-10-02	38TH CITY SUBMITTAL
12-10-02	39TH CITY SUBMITTAL
12-10-02	40TH CITY SUBMITTAL
12-10-02	41ST CITY SUBMITTAL
12-10-02	42ND CITY SUBMITTAL
12-10-02	43RD CITY SUBMITTAL
12-10-02	44TH CITY SUBMITTAL
12-10-02	45TH CITY SUBMITTAL
12-10-02	46TH CITY SUBMITTAL
12-10-02	47TH CITY SUBMITTAL
12-10-02	48TH CITY SUBMITTAL
12-10-02	49TH CITY SUBMITTAL
12-10-02	50TH CITY SUBMITTAL

**REVISION RECORD**

NO.	DATE	DESCRIPTION
1	12-14-02	WITH LINE CORRECTIONS
2	12-14-02	REVISIONS TO THE PLAN
3	12-14-02	REVISIONS TO THE PLAN

**PROFESSIONAL SEAL**

9-19-03

PRINCIPAL IN CHARGE  
ESSE CHAZARON  
SITE DEVELOPMENT COORDINATOR

PROJECT MANAGER  
LARRY DEAR  
QUALITY CONTROL  
LARRY DEAR

PROJECT NAME



**HDLs**  
LEWISVILLE, TX  
MACARTHUR BOULEVARD &  
VISTA RIDGE MALL DRIVE

PROJECT NUMBER  
20020026

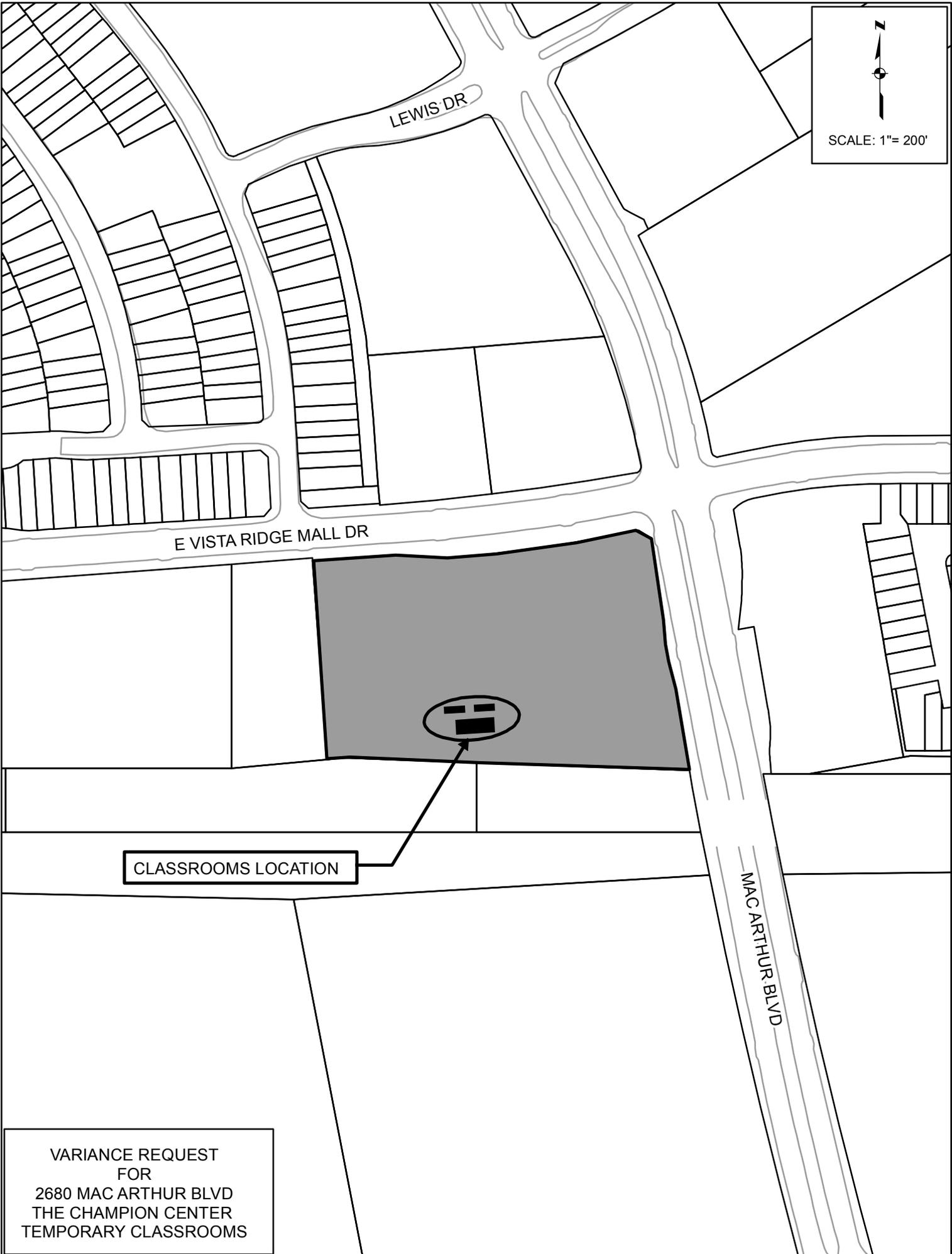
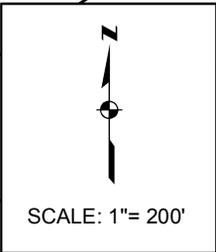
SHEET TITLE  
VISTA RIDGE MALL DRIVE  
TRAFFIC CONTROL PLAN

SHEET NUMBER  
C-3.2

**HDLs - LEWISVILLE**

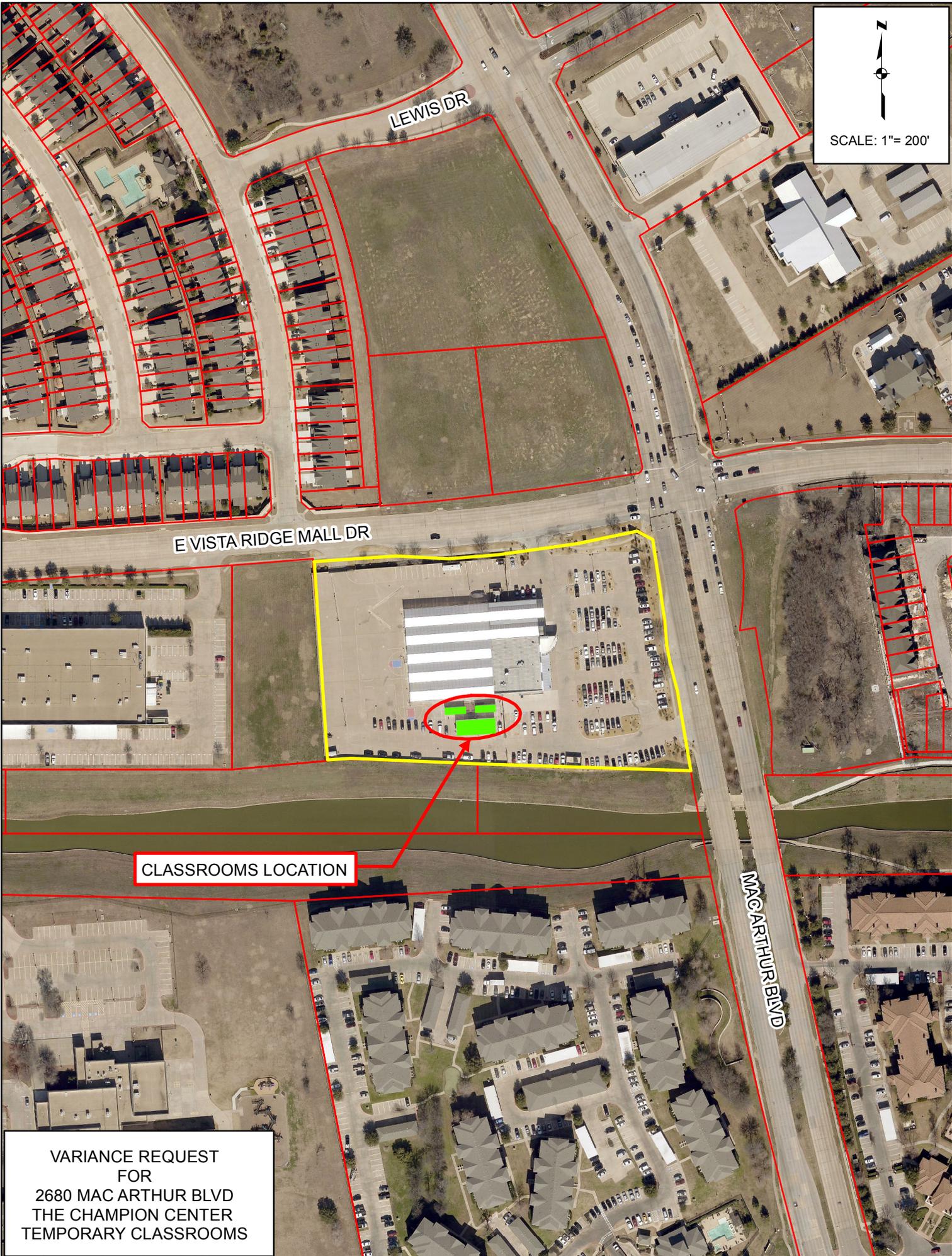
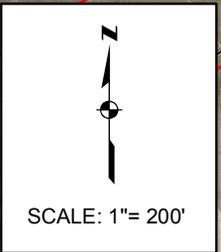
**RECORD DRAWING**

ENGINEERING SITE PLAN FOR  
HOME DEPOT LANDSCAPE SUPPLY  
LOT 2, BLOCK A  
DB MANUFACTURING FACILITY ADDITION  
5.004 ACRES  
LI - LIGHT INDUSTRIAL



CLASSROOMS LOCATION

VARIANCE REQUEST  
FOR  
2680 MAC ARTHUR BLVD  
THE CHAMPION CENTER  
TEMPORARY CLASSROOMS



CLASSROOMS LOCATION

VARIANCE REQUEST  
FOR  
2680 MAC ARTHUR BLVD  
THE CHAMPION CENTER  
TEMPORARY CLASSROOMS

**MEMORANDUM**

**TO:** Donna Barron, City Manager

**FROM:** David Salmon, P.E., City Engineer & Lizbeth Plaster, City Attorney

**VIA:** Eric Ferris, Assistant City Manager

**DATE:** August 15, 2016

**SUBJECT:** **Consider and Act upon Adoption of a Resolution Authorizing the Acquisition of Right-Of-Way (In Fee Simple) and Easements for the Construction, Access, and Maintenance of Midway Road and Drainage Improvements from the intersection of Midway Road and Huffines Boulevard to Fire Station #6 at 2120 Midway Road, and to Undertake all Associated Utility Improvements (The “Project”); Authorizing the Appointment of an Appraiser and Negotiator as Necessary; Authorizing the City Manager (or Her Designee) to Establish Just Compensation for the Property Rights to be Acquired; Authorizing the City Manager (or Her Designee) to take Steps Necessary to Acquire the Needed Property Rights in Compliance with all Applicable Laws and Resolutions; and Authorizing the City Attorney (or Her Designee) to Institute Condemnation Proceedings to Acquire the Property if Purchase Negotiations are not Successful; Providing for Repealing, Savings, and Severability Clauses; and Providing for an Effective Date.**

**BACKGROUND**

In order to construct, access and maintain the Project, right-of-way and easements need to be acquired from parcel owners. The acquisition from the following owners is required, whether by donation, friendly purchase, or eminent domain:

**Midway Road Rehab Parcels**

<b>Parcel No</b>	<b>Owner</b>	<b>*ROW, DE, TCE</b>
1	Pignataro Properties, Ltd	TCE
2	Realty Income Texas Properties, LP	DE and TCE
3	Holt Texas Properties, Inc.	TCE

Subject: Midway Road Right-of-Way and Easement Acquisition  
 August 15, 2016

Parcel No	Owner	*ROW, DE, TCE
4	Ewing Irrigation Products, Inc.	TCE
5	Holt Texas Properties, Inc.	DE and TCE
6	DAA Development, LLC	TCE
7	Holt Texas Properties, Inc.	DE and TCE
8	Sean Michael Myers, ET AL	DE
9	CWE Properties, LLC	TCE
10	Fopin Lewisville, LP	ROW and TCE
11	TMT, Inc.	ROW and TCE
13	Naoma Hurst	TCE
14	Coyote Theaters, LLC	DE and TCE
15	Hairadin Investment Group, Inc	TCE
16	Joey W. and Daphne Hurst	DE and TCE
17	Breco Lands CH, LLC	ROW, DE and TCE
18	Billy and Raymond Myers	DE and TCE

\*ROW = Right of Way, DE = Drainage Easement, TCE = Temporary construction Easement

**ANALYSIS**

Property appraisals were requested and obtained for use in the easement and right-of-way acquisition needed for this project. Staff has met with the property owners: (1) to inform them of the pending improvements and (2) provide a copy of the appraisal report. Some of the property owners have accepted an offer from Staff for the easement and or right-of-way acquisition whereas a few property owners have rejected the offer based on appraised value. Staff is continuing to negotiate a reasonable and fair purchase price. Prior to the easement and right-of-way acquisition, the City Attorney has prepared this Resolution to properly authorize the purchase or use the power of eminent domain to acquire the required easements and right-of-way.

Subject: Midway Road Right-of-Way and Easement Acquisition  
August 15, 2016

**RECOMMENDATION**

That the City Council consider and adopt the Resolution as set forth in the caption above by using the following motion, which is prescribed by Texas Government Code Section 2206.053 (e):

**FORM OF THE MOTION TO ADOPT THE RESOLUTION**

“I move that the City of Lewisville, Texas adopt the Resolution described in Agenda Item No. 14 and authorize the use of the power of eminent domain to acquire for public use the property described and depicted in Attachment 1 attached to the Resolution, said description and depiction being incorporated into this motion for all purposes, for the construction, access, and maintenance of Midway Road and other associated drainage, slope, and utility improvements. This vote applies to all units of property described and depicted in Attachment 1 attached to the Resolution”

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, AUTHORIZING THE ACQUISITION OF RIGHT-OF-WAY (IN FEE SIMPLE) AND EASEMENTS FOR THE CONSTRUCTION, ACCESS AND MAINTENANCE OF MIDWAY ROAD AND DRAINAGE IMPROVEMENTS FROM THE INTERSECTION OF MIDWAY ROAD AND HUFFINES BOULEVARD TO FIRESTATION #6 AT 2120 MIDWAY ROAD, AND TO UNDERTAKE ALL ASSOCIATED UTILITY IMPROVEMENTS (THE "PROJECT"); DETERMINING THE PUBLIC NECESSITY OF SUCH ACQUISITION; AUTHORIZING THE APPOINTMENT OF AN APPRAISER AND NEGOTIATOR AS NECESSARY; AUTHORIZING THE CITY MANAGER (OR HER DESIGNEE) TO ESTABLISH JUST COMPENSATION FOR THE PROPERTY RIGHTS TO BE ACQUIRED; AUTHORIZING THE CITY MANAGER (OR HER DESIGNEE) TO TAKE ALL STEPS NECESSARY TO ACQUIRE THE NEEDED PROPERTY RIGHTS IN COMPLIANCE WITH ALL APPLICABLE LAWS AND RESOLUTIONS; AND AUTHORIZING THE CITY ATTORNEY (OR HER DESIGNEE) TO INSTITUTE CONDEMNATION PROCEEDINGS TO ACQUIRE THE PROPERTY RIGHTS IF PURCHASE NEGOTIATIONS ARE NOT SUCCESSFUL; PROVIDING FOR REPEALING, SAVINGS, AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council desires that the City Manager and/or her designee (the "City Manager"), take all necessary steps to acquire right-of-way in fee simple (the "ROW") and easements on the property described in and depicted on Attachment 1 attached hereto and incorporated herein for all purposes (the "Property"); and

**WHEREAS**, the City Council desires that the City Attorney and/or her designee (the "City Attorney") assist the City Manager in negotiating the purchase of the ROW and easements and, if unsuccessful in purchasing the needed ROW and easement, to institute condemnation proceedings to acquire said ROW and easements.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS:**

**SECTION 1: Findings Incorporated.** The findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.

**SECTION 2: Finding of public use and necessity.** The City Council hereby finds and determines that the use of the ROW and easements for the Project is a public use, and that public necessity requires that the City of Lewisville, Texas (the "City") acquire the ROW and easements for the Project together with all necessary appurtenances, additions, and improvements on, over, under, and through those certain lots, tracts, or parcels of land.

**SECTION 3: Authorizing Acquisition and Determining Just Compensation.** The City Manager or her designee (the "City Manager") is hereby appointed the negotiator for the City and is authorized

and directed to negotiate for and acquire the ROW and easements on the City's behalf and in accordance with State and Federal law. As such, the City Manager is authorized and directed to do each and every act necessary to acquire the needed ROW and easements including, but not limited to, the authority to negotiate, give notices, make bonafide offers, have contracts prepared, retain and designate a qualified appraiser, as well as any other experts or consultants deemed necessary for the acquisition process. Further, the City Manager is specifically authorized to establish the just compensation for the acquisition of the ROW and easements, subject to the availability of funds appropriated by the City Council for such purpose.

**SECTION 4: Authorizing the Use of Eminent Domain.** Should the City Manager not be able to acquire the ROW and easements voluntarily from the landowners in accordance with the law, the City Attorney or her designee (the "City Attorney") is hereby authorized and directed to file or cause to be filed eminent domain proceedings for the acquisition of the ROW and easements. In the event it is subsequently determined that additional persons other than those named herein have any interest in the Property, the City Attorney is authorized and directed to join said parties as defendants in said condemnation suit(s).

**SECTION 5: Ratifying Prior Documents.** The City Council hereby ratifies any documents executed, prior to the effective date of this Resolution, by the City Manager which were necessary for the acquisition of the ROW and easements.

**SECTION 6: Disposal of Improvements.** The City Manager is hereby authorized to sell such surplus improvements, if any, located on the ROW and easements acquired in connection with this Project, should they interfere with the City's intended use and enjoyment of the Property.

**SECTION 7: Source of Funds.** The amount to be paid, if any, for acquiring the easements and ROW on the Properties for the Project will be appropriated from any and all lawful sources.

**SECTION 8: Savings/Repealing Clause.** All provisions of any resolution in conflict with this Resolution are hereby repealed; but such repeal shall not abate any pending matters of the repealed resolution. Any remaining portions of conflicting resolutions shall remain in full force and effect.

**SECTION 9: Severability.** Should any section, subsection, sentence, clause or phrase of this Resolution be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Resolution shall remain in full force and effect. The City hereby declares that it would have passed this Resolution, and each section, subsection, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional or invalid.

**SECTION 10: Effective Date.** This Resolution shall take effect immediately from and after its passage.

RESOLVED THIS the \_\_\_ day of \_\_\_\_\_, 20\_\_.

APPROVED:

\_\_\_\_\_  
Rudy Durham, Mayor

ATTEST:

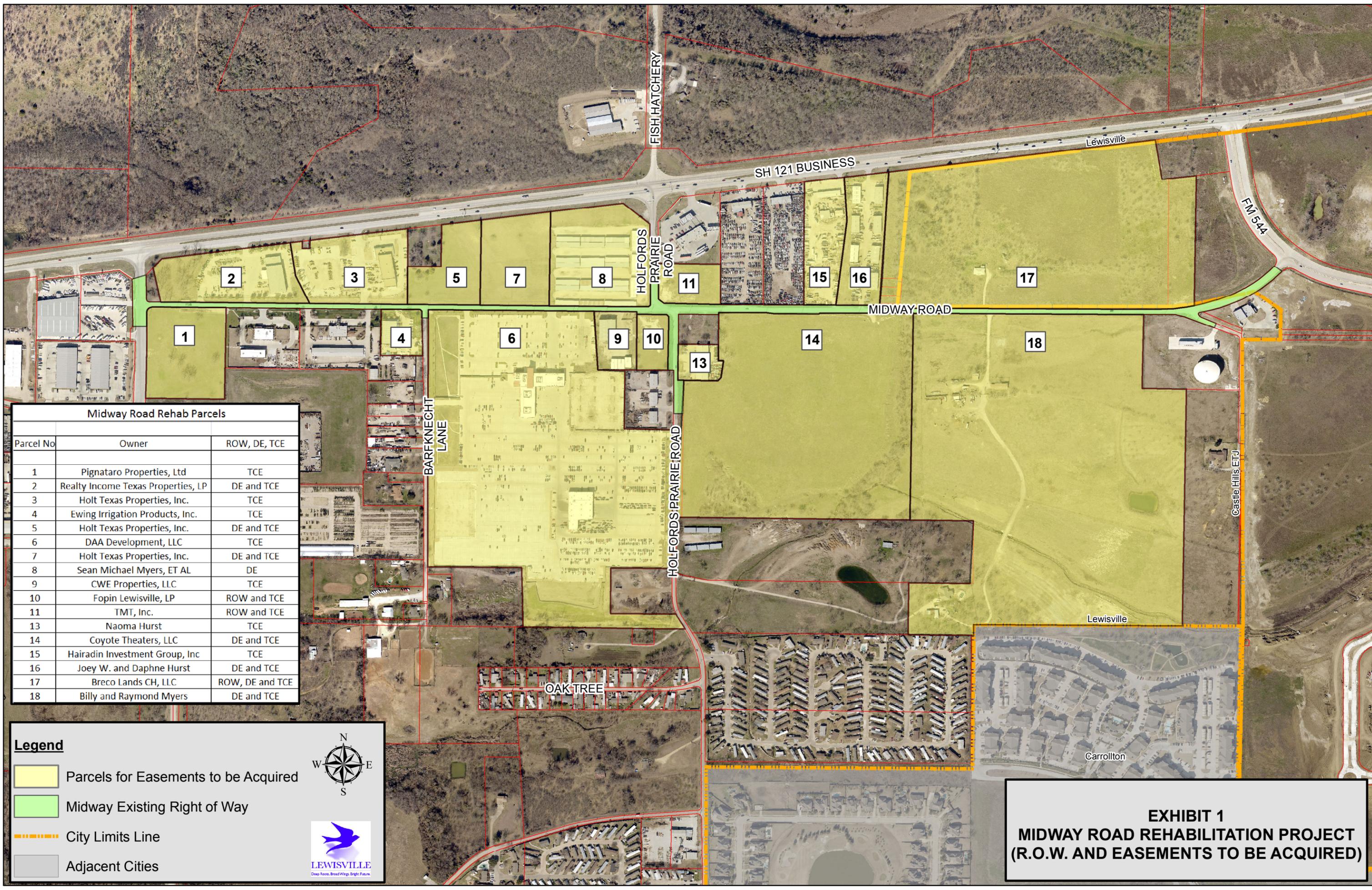
\_\_\_\_\_  
Julie Heinze, City Secretary

APPROVED AS TO FORM:

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

Attachment 1

Parcel Description and Depiction



Midway Road Rehab Parcels		
Parcel No	Owner	ROW, DE, TCE
1	Pignataro Properties, Ltd	TCE
2	Realty Income Texas Properties, LP	DE and TCE
3	Holt Texas Properties, Inc.	TCE
4	Ewing Irrigation Products, Inc.	TCE
5	Holt Texas Properties, Inc.	DE and TCE
6	DAA Development, LLC	TCE
7	Holt Texas Properties, Inc.	DE and TCE
8	Sean Michael Myers, ET AL	DE
9	CWE Properties, LLC	TCE
10	Fopin Lewisville, LP	ROW and TCE
11	TMT, Inc.	ROW and TCE
13	Naoma Hurst	TCE
14	Coyote Theaters, LLC	DE and TCE
15	Hairadin Investment Group, Inc	TCE
16	Joey W. and Daphne Hurst	DE and TCE
17	Breco Lands CH, LLC	ROW, DE and TCE
18	Billy and Raymond Myers	DE and TCE

**Legend**

- Parcels for Easements to be Acquired
- Midway Existing Right of Way
- City Limits Line
- Adjacent Cities



**EXHIBIT 1**  
**MIDWAY ROAD REHABILITATION PROJECT**  
**(R.O.W. AND EASEMENTS TO BE ACQUIRED)**

EXHIBIT "A"  
TRACT 1  
TEMPORARY CONSTRUCTION EASEMENT

BEING a tract of land in the Samuel M. Hayden Survey, Abstract No. 537 in the City of Lewisville, Denton County, Texas, being a part of that tract of land described in Special Warranty Deed to Pignataro Properties, LTD., as recorded in County Clerk's Document No. 2008-32782 in the Official Records of Denton County, Texas, and being more particularly described as follows:

Beginning at the northwest corner of said Pignataro tract, being at the intersection of the east right-of-way line of Huffins Boulevard (variable width right-of-way) and the south right-of-way line of Midway Road (60 foot wide right-of-way at this point), from which a 1/2-inch found iron rod with unreadable plastic cap bears North 75 degrees 11 minutes 43 seconds East, a distance of 0.14 feet;

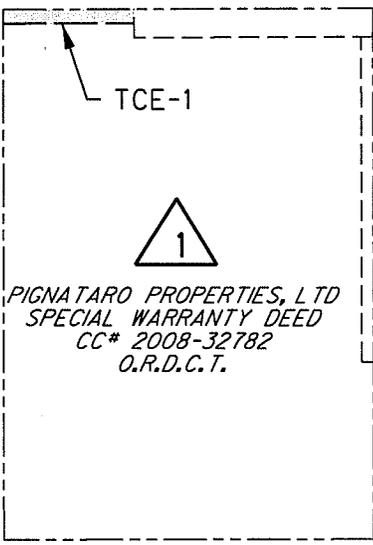
THENCE North 89 degrees 49 minutes 33 seconds East, along said south right-of-way line, a distance of 136.45 feet to a point for corner;

THENCE South 00 degrees 10 minutes 27 seconds East, departing said south right-of-way line, a distance of 15.00 feet to a point for corner;

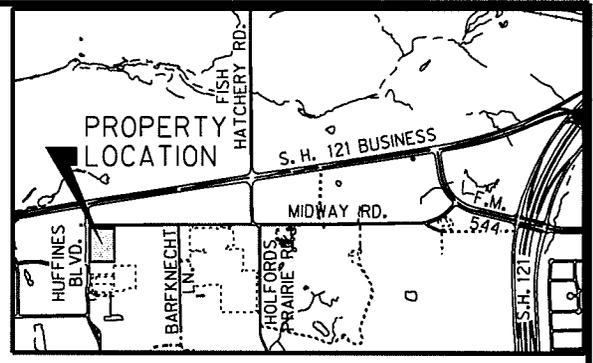
THENCE South 89 degrees 49 minutes 33 seconds West, a distance of 136.44 feet to a point for corner on said east right-of-way line;

THENCE North 00 degrees 12 minutes 37 seconds West, along said east right-of-way line, a distance of 15.00 feet to the POINT OF BEGINNING AND CONTAINING 2,047 square feet or 0.0470 acres of land, more or less.

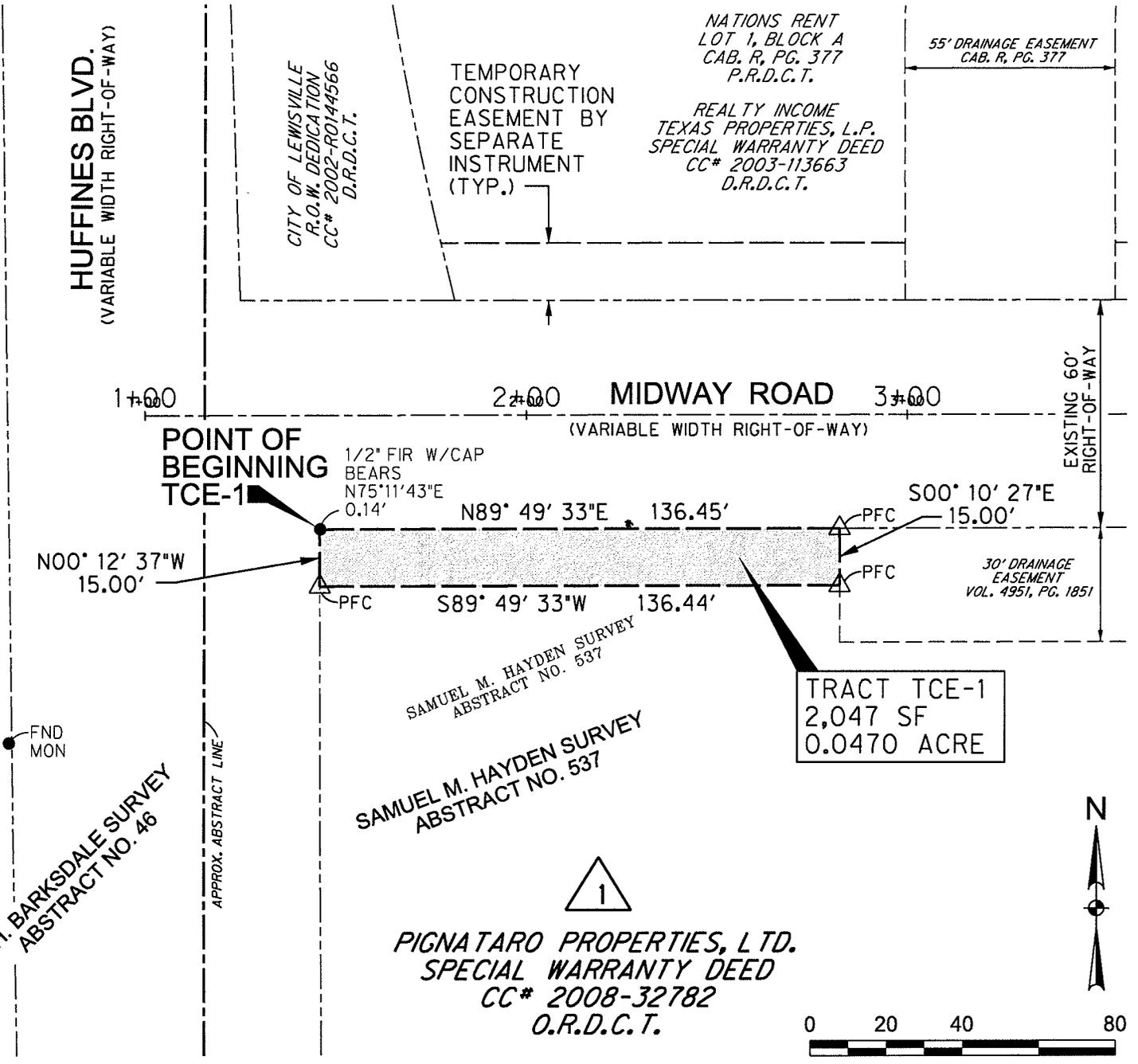
A plat accompanies this legal description.



**PARENT TRACT**  
SCALE: 1"=200'



**LOCATION MAP**  
N.T.S.



9/27/2014 7:52:59 AM an1731 HALFF I:\29603\29603\CADD\Sheets\Legal Exhibit\EXH01-PIGNATARO-TCE1-29603.dgn Sheet SW\_HIP9040\_MON\_FS\_FW.plt

**EXHIBIT "B"**  
**0.0470 ACRE TEMPORARY CONSTRUCTION EASEMENT (TCE-1)**  
OUT OF THE  
**SAMUEL M. HAYDEN SURVEY ABSTRACT NO. 537**  
**CITY OF LEWISVILLE DENTON COUNTY, TEXAS**

**LEGEND**  
  
 TEMPORARY CONSTRUCTION EASEMENT  
 EXISTING PROPERTY LINE  
 NEW RIGHT-OF-WAY LINE  
 FOUND IRON ROD (UNLESS NOTED OTHERWISE)  
 POINT FOR A CORNER  
 BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM NAD 83, NORTH CENTRAL ZONE (4202), BASED ON CITY OF LEWISVILLE MONUMENTS 13 AND 33 OBSERVED BY GPS USING WESTERN DATA SYSTEMS DALLAS/FORT WORTH AREA RTK COOPERATIVE NETWORK ON 7/22/2013, CONVERGENCE ANGLE FOR CITY OF LEWISVILLE MONUMENT 13 IS 00 DEGREES 51 MINUTES 28.46486 SECONDS, ACCORDING TO CORPSCON V6.0.1 AS PROVIDED BY THE U.S. ARMY CORPS OF ENGINEERS. COORDINATES SHOWN ARE GRID COORDINATES, DISTANCES SHOWN ARE SURFACE DISTANCES, SCALE FACTOR IS 1.00015063.

**STATE OF TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR**  
**DOUGLAS A. CALHOUN**  
 5619  
 7/31/14  
 I, Douglas A. Calhoun, Registered Professional Land Surveyor, do hereby certify that this parcel was prepared from a survey made on the ground under my supervision and direction.

**HALFF**  
 TBPLS FIRM NO. 10029605  
 4000 FOSSIL CREEK BLVD  
 FORT WORTH, TEXAS 76137-2797  
 TEL (817) 847-1422  
 FAX (817) 232-9784

**TEMPORARY CONSTRUCTION EASEMENT**  
 FILE: EXH01-PIGNATARO-TCE1-29603.dgn  
 DATE: JUNE 2014    AVO: 29603    PAGE 2 of 2

EXHIBIT "A"  
TRACT 2  
DRAINAGE EASEMENT

BEING a tract of land in the Samuel M. Hayden Survey, Abstract No. 537 in the City of Lewisville, Denton County, Texas, being a part of that called 4.725 acre tract of land described in Special Warranty Deed to Realty Income Texas Properties, L.P., as recorded in County Clerk's Document No. 2003-R0113663 in the Deed Records of Denton County, Texas, being a part of Lot 1, Block A, Nations Rent, an addition to the City of Lewisville, Denton County, Texas, as recorded in Cabinet R, Page 377 in the Plat Records of Denton County, Texas (P.R.D.C.T.), and being more particularly described as follows:

COMMENCING at a 1/2-inch found iron rod with cap stamped "PACHECO KOCH" being the southeast corner of said Lot 1, being the southwest corner of Lot 1B, Block A of Lot 1A and Lot 1B, Block A, Riverview Addition No. 2, an addition to the City of Lewisville, Denton County, Texas as recorded in Cabinet T, Page 35 P.R.D.C.T., and being on the north right-of-way line of Midway Road (60 foot wide right-of-way at this point);

THENCE South 89 degrees 50 minutes 23 seconds West, continuing along said north right-of-way line, a distance of 70.82 feet to a 1/2-inch set iron rod with blue plastic cap stamped "HALFF ESMT" (hereinafter referred to as "with blue cap") for the POINT OF BEGINNING;

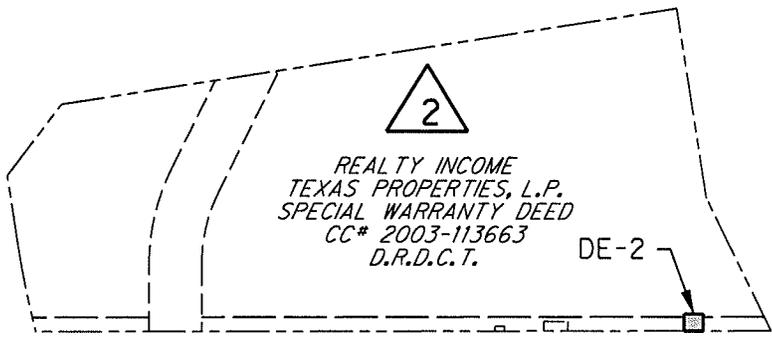
THENCE South 89 degrees 50 minutes 23 seconds West, continuing along said north right-of-way line, a distance of 20.00 feet to a 1/2-inch set iron rod with blue cap for corner;

THENCE North 00 degrees 00 minutes 00 seconds East, departing said north right-of-way line, a distance of 18.00 feet to a 1/2-inch set iron rod with blue cap for corner;

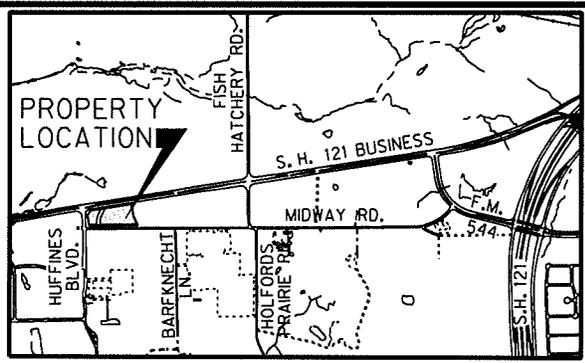
THENCE North 89 degrees 50 minutes 23 seconds East, a distance of 20.00 feet to a 1/2-inch set iron rod with blue cap for corner;

THENCE South 00 degrees 00 minutes 00 seconds East, a distance of 18.00 feet to the POINT OF BEGINNING AND CONTAINING 360 square feet or 0.0083 acres of land, more or less.

A plat accompanies this legal description.



**PARENT TRACT**  
SCALE: 1"=200'



**LOCATION MAP**  
N.T.S.



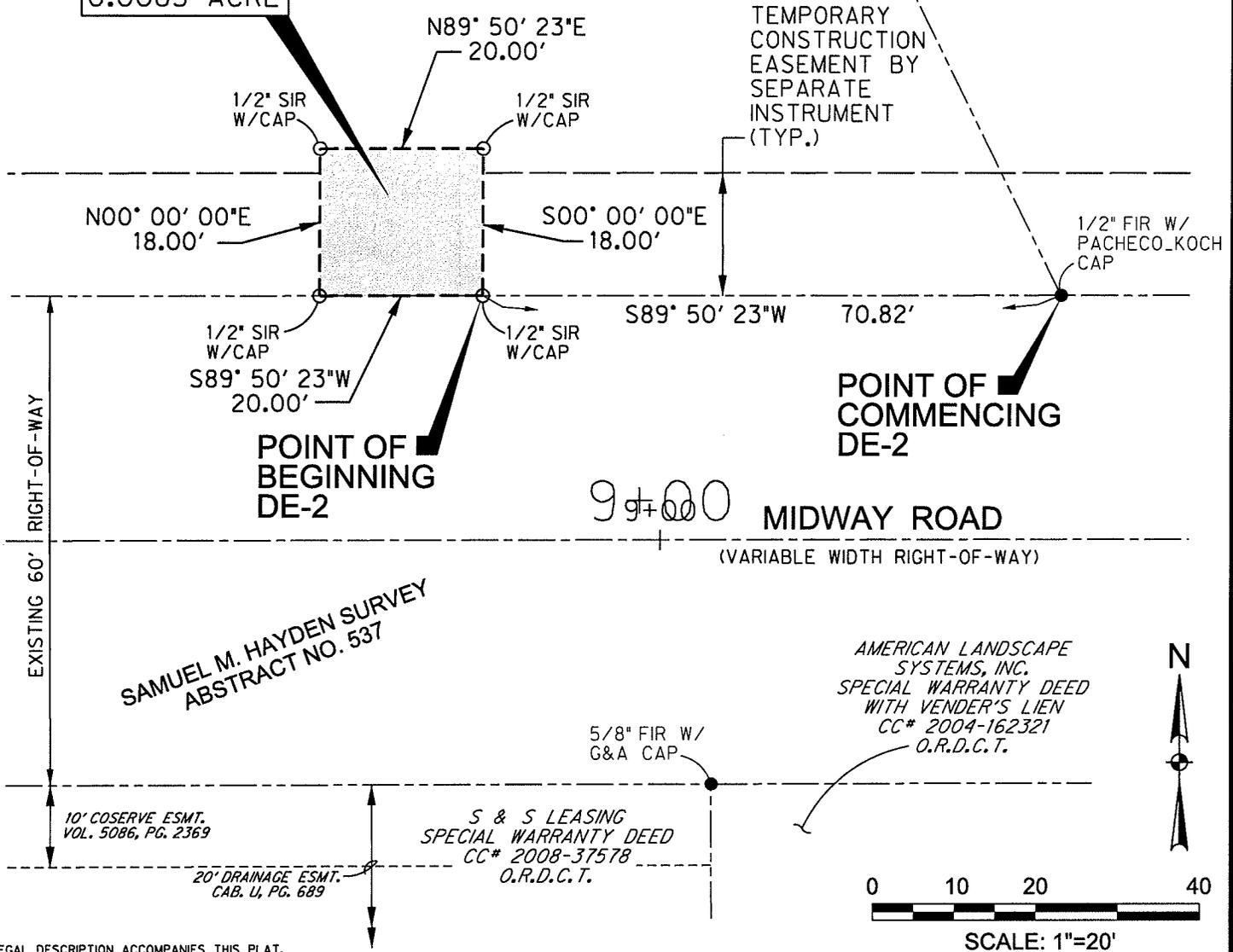
**NATIONS RENT  
LOT 1, BLOCK A  
CAB. R, PG. 377  
P.R.D.C.T.**

**REALTY INCOME TEXAS PROPERTIES, L.P.  
SPECIAL WARRANTY DEED  
CC# 2003-113663  
D.R.D.C.T.**

**RIVERVIEW ADDITION NO. 2  
LOT 1A AND 1B, BLOCK A  
CC# 2001-R0007424  
CAB. T, PG. 35**

**HOLT TEXAS PROPERTIES, INC.  
GENERAL WARRANTY DEED  
CC# 2005-115937  
O.R.D.C.T.**

**TRACT DE-2  
360 SF  
0.0083 ACRE**



**SAMUEL M. HAYDEN SURVEY  
ABSTRACT NO. 537**

**AMERICAN LANDSCAPE  
SYSTEMS, INC.  
SPECIAL WARRANTY DEED  
WITH VENDER'S LIEN  
CC# 2004-162321  
O.R.D.C.T.**

**S & S LEASING  
SPECIAL WARRANTY DEED  
CC# 2008-37578  
O.R.D.C.T.**

A LEGAL DESCRIPTION ACCOMPANIES THIS PLAT.

**EXHIBIT "B"**

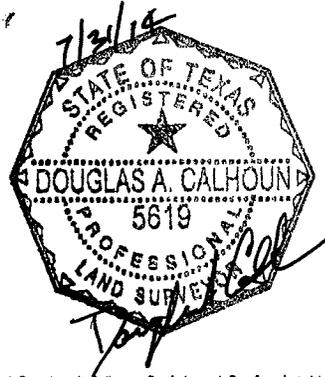
**0.0083 ACRE DRAINAGE  
EASEMENT (DE-2)**

OUT OF THE  
**SAMUEL M. HAYDEN SURVEY  
ABSTRACT NO. 537**  
CITY OF LEWISVILLE  
DENTON COUNTY, TEXAS

**LEGEND**

- DRAINAGE EASEMENT
- EXISTING PROPERTY LINE
- NEW RIGHT-OF-WAY LINE
- FOUND IRON ROD (UNLESS NOTED OTHERWISE)
- 1/2" SET IRON ROD W/ YELLOW PLASTIC CAP STAMPED 'HALF ASSOC. INC.'
- 1/2" SET IRON ROD W/ BLUE PLASTIC CAP STAMPED 'HALFF ESMT'

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM NAD 83, NORTH CENTRAL ZONE (4202), BASED ON CITY OF LEWISVILLE MONUMENTS 13 AND 33 OBSERVED BY GPS USING WESTERN DATA SYSTEMS DALLAS/FORT WORTH AREA RTK COOPERATIVE NETWORK ON 7/22/2013, CONVERGENCE ANGLE FOR CITY OF LEWISVILLE MONUMENT 13 IS 00 DEGREES 51 MINUTES 28.46486 SECONDS, ACCORDING TO CORPSCON V6.0.1 AS PROVIDED BY THE U.S. ARMY CORPS OF ENGINEERS. COORDINATES SHOWN ARE GRID COORDINATES, DISTANCES SHOWN ARE SURFACE DISTANCES, SCALE FACTOR IS 1.00015063.



I, Douglas A. Calhoun, Registered Professional Land Surveyor, do hereby certify that this parcel was prepared from a survey made on the ground under my supervision and direction.

**HALFF**  
TBPLS FIRM NO. 10029805  
4000 FOSSIL CREEK BLVD  
FORT WORTH, TEXAS 76137-2797  
TEL (817) 847-1422  
FAX (817) 232-9784

**DRAINAGE EASEMENT**  
FILE: EXH02-RITP-DE2-29603.dgn  
DATE: JUNE 2014    AVO: 29603    PAGE 2 of 2

8/27/2014 7:53:25 AM ah1731 HALFF I:\29603\29603\CADD\Sheets\Legal\Exhibits\EXH02-RITP-DE2-29603.dgn Sheet

EXHIBIT "A"  
TRACT 2  
TEMPORARY CONSTRUCTION EASEMENTS

**TCE-2A**

BEING a tract of land in the Samuel M. Hayden Survey, Abstract No. 537 in the City of Lewisville, Denton County, Texas, being a part of that tract of land described in Special Warranty Deed to Realty Income Texas Properties, L.P., as recorded in County Clerk's Document No. 2003-R0113663 in the Deed Records of Denton County, Texas, being a part of Lot 1, Block A, Nations Rent, an addition to the City of Lewisville, Denton County, Texas, as recorded in Cabinet R, Page 377 in the Plat Records of Denton County, Texas (P.R.D.C.T.), and being more particularly described as follows:

COMMENCING at a 1/2-inch found iron rod with cap stamped "PACHECO KOCH" being the southeast corner of said Lot 1, being the southwest corner of Lot 1B, Block A of Lot 1A and Lot 1B, Block A, Riverview Addition No. 2, an addition to the City of Lewisville, Denton County, Texas, as recorded in Cabinet T, Page 35 P.R.D.C.T., and being on the north right-of-way line of Midway Road (60 foot wide right-of-way at this point);

THENCE South 89 degrees 50 minutes 23 seconds West, along said north right-of-way line, a distance of 649.68 feet for the POINT OF BEGINNING;

THENCE South 89 degrees 50 minutes 23 seconds West, continuing along said north right-of-way line, a distance of 118.19 feet to a point for the common southwest corner of said Lot 1, and the southeast corner of that tract of land described in Right-of-Way Dedication to the City of Lewisville, as recorded in County Clerk's Document No. 2002-R0144566 in the Deed Records of Denton County, Texas, being the point of curvature of a circular curve to the right, having a radius of 940.00 feet, whose chord bears North 13 degrees 57 minutes 39 seconds West, a distance of 15.45 feet;

THENCE Northwesterly, departing said north right-of-way line and along the common line between the west line of said Lot 1 and the east line of said City of Lewisville tract, and along said circular curve to the right through a central angle of 00 degrees 56 minutes 29 seconds, an arc length of 15.45 feet to a point for corner;

THENCE North 89 degrees 50 minutes 23 seconds East, departing said common line, a distance of 121.87 feet to a point for corner;

THENCE South 00 degrees 09 minutes 37 seconds East, a distance of 15.00 feet to the POINT OF BEGINNING AND CONTAINING 1,801 square feet or 0.0413 acres of land, more or less.

**TCE-2B**

BEING a tract of land in the Samuel M. Hayden Survey, Abstract No. 537 in the City of Lewisville, Denton County, Texas, being a part of that tract of land described in Special Warranty Deed to Realty Income Texas Properties, L.P., as recorded in County Clerk's Document No. 2003-R0113663 in the Deed Records of Denton County, Texas, being a part of Lot 1, Block A, Nations Rent, an addition to the City of Lewisville, Denton County, Texas, as recorded in Cabinet R, Page 377 in the Plat Records of Denton County, Texas (P.R.D.C.T.), and being more particularly described as follows:

COMMENCING at a 1/2-inch found iron rod with cap stamped "PACHECO KOCH" being the southeast corner of said Lot 1, being the southwest corner of Lot 1B, Block A of Lot 1A and Lot 1B, Block A, Riverview Addition No. 2, an addition to the City of Lewisville, Denton County, Texas, as recorded in Cabinet T, Page 35 P.R.D.C.T., and being on the north right-of-way line of Midway Road (60 foot wide right-of-way at this point);

THENCE South 89 degrees 50 minutes 23 seconds West, along said north right-of-way line, a distance of 90.82 feet for the POINT OF BEGINNING;

THENCE South 89 degrees 50 minutes 23 seconds West, continuing along said north right-of-way line, a distance of 503.86 feet to a point for corner;

THENCE North 00 degrees 09 minutes 37 seconds West, departing said north right-of-way line, a distance of 15.00 feet to a point for corner;

THENCE North 89 degrees 50 minutes 23 seconds East, a distance of 503.90 feet to a point for corner;

THENCE South 00 degrees 00 minutes 00 seconds East, a distance of 15.00 feet to the POINT OF BEGINNING AND CONTAINING 7,558 square feet or 0.1735 acres of land, more or less.

#### **TCE-2C**

BEING a tract of land in the Samuel M. Hayden Survey, Abstract No. 537 in the City of Lewisville, Denton County, Texas, being a part of that tract of land described in Special Warranty Deed to Realty Income Texas Properties, L.P., as recorded in County Clerk's Document No. 2003-R0113663 in the Deed Records of Denton County, Texas, being a part of Lot 1, Block A, Nations Rent, an addition to the City of Lewisville, Denton County, Texas, as recorded in Cabinet R, Page 377 in the Plat Records of Denton County, Texas (P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2-inch found iron rod with cap stamped "PACHECO KOCH" being the southeast corner of said Lot 1, being the southwest corner of Lot 1B, Block A of Lot 1A and Lot 1B, Block A, Riverview Addition No. 2, an addition to the City of Lewisville, Denton County, Texas, as recorded in Cabinet T, Page 35 P.R.D.C.T., and being on the north right-of-way line of Midway Road (60 foot wide right-of-way at this point);

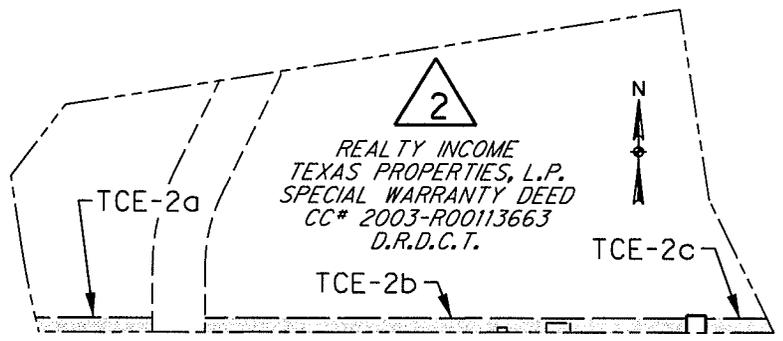
THENCE South 89 degrees 50 minutes 23 seconds West, along said north right-of-way line, a distance of 70.82 feet to a point for corner;

THENCE North 00 degrees 00 minutes 00 seconds East, departing said north right-of-way line, a distance of 15.00 feet to a point for corner;

THENCE North 89 degrees 50 minutes 23 seconds East, a distance of 63.45 feet to a point for corner on the common line between the east line of said Lot 1 and the west line of said Lot 1B;

THENCE South 26 degrees 11 minutes 35 seconds East, along said common line, a distance of 16.69 feet to the POINT OF BEGINNING AND CONTAINING 1,007 square feet or 0.0231 acres of land, more or less.

A plat accompanies this legal description.



P & M PROPERTIES, LTD  
SPECIAL WARRANTY DEED  
(VIENDER'S LIEN)  
CC# 2008-13922  
O.R.D.C.T.

**PARENT TRACT**  
SCALE: 1"=200'

**HUFFINES BLVD.**  
(VARIABLE WIDTH RIGHT-OF-WAY)

R. H. BARKSDALE SURVEY  
ABSTRACT NO. 46

APPROX. ABSTRACT LINE

**DISTANCE/BEARING TABLE**

L6	N00° 09' 37"W 15.00'
L7	S00° 09' 37"E 15.00'

**CURVE DATA TABLE**

C1	Δ=00° 56' 29" R=940.00' T=7.72' L=15.45' CB=N13° 57' 39"W CD=15.45'
----	--

CITY OF LEWISVILLE  
R.O.W. DEDICATION  
CC# 2002-R0144566  
D.R.D.C.T.

SAMUEL M. HAYDEN SURVEY  
ABSTRACT NO. 537

TRACT TCE-2a  
1,801 SF  
0.0413 ACRE

LOT 1, BLOCK A  
NATIONS RENT  
CAB. R., PG. 377  
P.R.D.C.T.

TRACT TCE-2b  
7,558 SF  
0.1735 ACRE

REALTY INCOME  
TEXAS PROPERTIES, L.P.  
SPECIAL WARRANTY DEED  
CC# 2003-R00113663  
D.R.D.C.T.

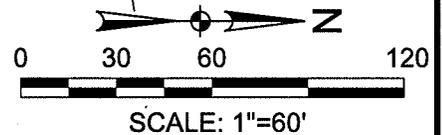
POINT OF BEGINNING  
TCE-2a

EXISTING 60'  
RIGHT-OF-WAY

MIDWAY ROAD  
(VARIABLE WIDTH RIGHT-OF-WAY)

SH-121 (BUSINESS)  
(VARIABLE WIDTH RIGHT-OF-WAY)

MATCH LINE STA 5+00



A LEGAL DESCRIPTION ACCOMPANIES THIS PLAT.

**EXHIBIT "B"**  
0.0413 ACRE (TCE-2a)  
0.1735 ACRE (TCE-2b)  
0.0231 ACRE (TCE-2c)  
**TEMPORARY CONSTRUCTION  
EASEMENTS**  
OUT OF THE

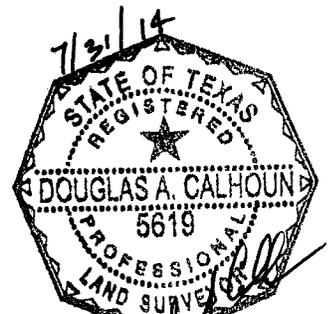
SAMUEL M. HAYDEN SURVEY  
ABSTRACT NO. 537

CITY OF LEWISVILLE  
DENTON COUNTY, TEXAS

**LEGEND**

- TEMPORARY CONSTRUCTION EASEMENT
- EXISTING PROPERTY LINE
- NEW RIGHT-OF-WAY LINE
- FIR ● FOUND IRON ROD (UNLESS NOTED OTHERWISE)
- PFC ▲ POINT FOR A CORNER
- 1/2" SIR W/CAP ○ 1/2" SET IRON ROD W/ BLUE PLASTIC CAP STAMPED "HALF ESMT"

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM NAD 83, NORTH CENTRAL ZONE (4202), BASED ON CITY OF LEWISVILLE MONUMENTS 13 AND 33 OBSERVED BY GPS USING WESTERN DATA SYSTEMS DALLAS/FORT WORTH AREA RTK COOPERATIVE NETWORK ON 7/22/2013, CONVERGENCE ANGLE FOR CITY OF LEWISVILLE MONUMENT 13 IS 00 DEGREES 51 MINUTES 28.46486 SECONDS, ACCORDING TO CORPSCON V6.0.1 AS PROVIDED BY THE U.S. ARMY CORPS OF ENGINEERS. COORDINATES SHOWN ARE GRID COORDINATES, DISTANCES SHOWN ARE SURFACE DISTANCES, SCALE FACTOR IS 1.00015063.



TBPLS FIRM NO. 10029805  
4000 FOSSIL CREEK BLVD  
FORT WORTH, TEXAS 76137-2797  
TEL (817) 847-1422  
FAX (817) 232-9784

**TEMPORARY CONSTRUCTION EASEMENTS**

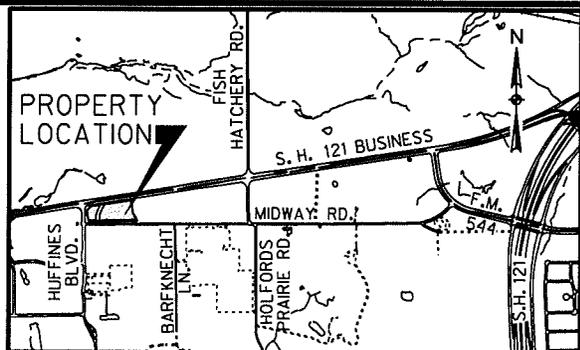
FILE: EXH02-RITP-TCE2-2-29603.dgn

DATE: JUNE 2014

AVO: 29603

PAGE 3 of 4

I, Douglas A. Calhoun, Registered Professional Land Surveyor, do hereby certify that this parcel was prepared from a survey made on the ground under my supervision and direction.

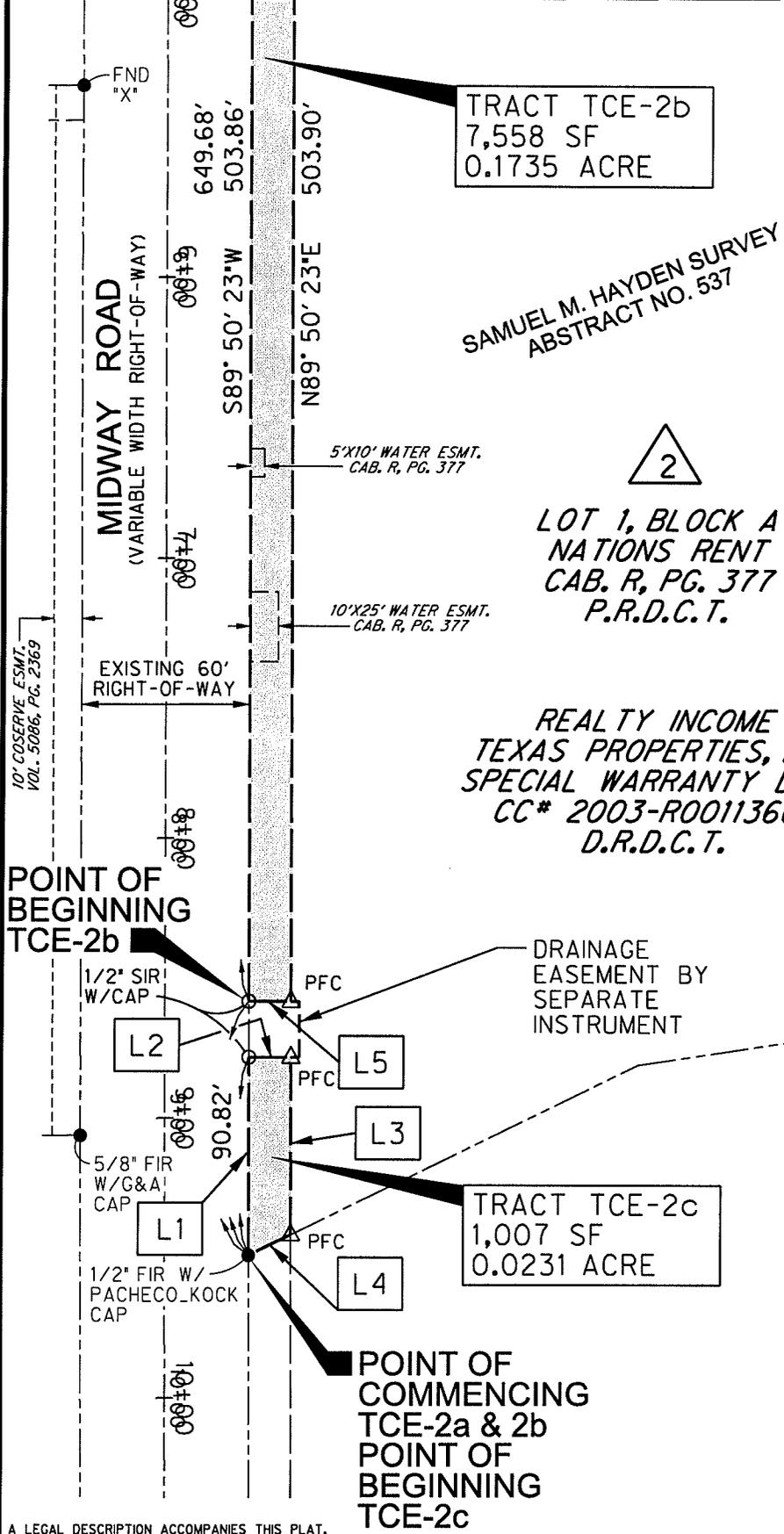


LOCATION MAP  
N.T.S.

DISTANCE/BEARING TABLE

L1	S89° 50' 23"W 70.82'
L2	N00° 00' 00"E 15.00'
L3	N89° 50' 23"E 63.45'
L4	S26° 11' 35"E 16.69'
L5	S00° 00' 00"E 15.00'

MATCHLINE STA 5+00



TRACT TCE-2b  
7,558 SF  
0.1735 ACRE

SAMUEL M. HAYDEN SURVEY  
ABSTRACT NO. 537

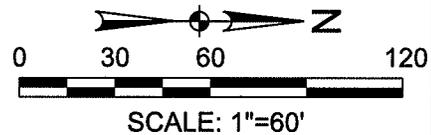
LOT 1, BLOCK A  
NATIONS RENT  
CAB. R. PG. 377  
P.R.D.C.T.

REALTY INCOME  
TEXAS PROPERTIES, L.P.  
SPECIAL WARRANTY DEED  
CC# 2003-R00113663  
D.R.D.C.T.

TRACT TCE-2c  
1,007 SF  
0.0231 ACRE

HOLT TEXAS PROPERTIES, INC.  
GENERAL WARRANTY DEED  
CC# 2005-115937  
O.R.D.C.T.

RIVERVIEW ADDITION NO. 2,  
LOT 1A AND 1B, BLOCK A  
CC# 2001-R0007424  
CAB. T, PG. 35  
P.R.D.C.T.



A LEGAL DESCRIPTION ACCOMPANIES THIS PLAT.

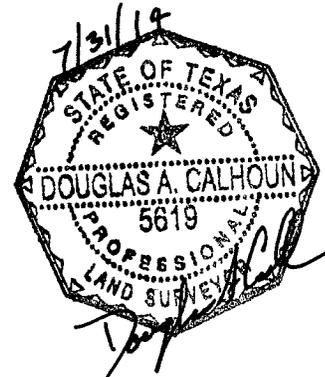
**EXHIBIT "B"**  
**0.0413 ACRE (TCE-2a)**  
**0.1735 ACRE (TCE-2b)**  
**0.0231 ACRE (TCE-2c)**  
**TEMPORARY CONSTRUCTION EASEMENTS**  
OUT OF THE

SAMUEL M. HAYDEN SURVEY  
ABSTRACT NO. 537  
CITY OF LEWISVILLE  
DENTON COUNTY, TEXAS

**LEGEND**

	TEMPORARY CONSTRUCTION EASEMENT
	EXISTING PROPERTY LINE
	NEW RIGHT-OF-WAY LINE
	FOUND IRON ROD (UNLESS NOTED OTHERWISE)
	POINT FOR A CORNER
	1/2" SET IRON ROD W/ BLUE PLASTIC CAP STAMPED "HALFF ESMT"

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM NAD 83, NORTH CENTRAL ZONE (4202), BASED ON CITY OF LEWISVILLE MONUMENTS 13 AND 33 OBSERVED BY GPS USING WESTERN DATA SYSTEMS DALLAS/FORT WORTH AREA RTK COOPERATIVE NETWORK ON 7/22/2013, CONVERGENCE ANGLE FOR CITY OF LEWISVILLE MONUMENT 13 IS 00 DEGREES 51 MINUTES 28.46486 SECONDS, ACCORDING TO CORPSCON V6.0.1 AS PROVIDED BY THE U.S. ARMY CORPS OF ENGINEERS. COORDINATES SHOWN ARE GRID COORDINATES, DISTANCES SHOWN ARE SURFACE DISTANCES, SCALE FACTOR IS 1.00015063.



4000 FOSSIL CREEK BLVD  
FORT WORTH, TEXAS 76137-2797  
TEL (817) 847-1422  
FAX (817) 232-9784

TEMPORARY CONSTRUCTION EASEMENTS		
FILE: EXH02-RITP-TCE2-1-29603.dgn		
DATE: JUNE 2014	AVO: 29603	PAGE 4 of 4

I, Douglas A. Calhoun, Registered Professional Land Surveyor, do hereby certify that this parcel was prepared from a survey made on the ground under my supervision and direction.

8/27/2014 7:53:46 AM ah1731 HALFF J:\29000\29603\CADD\Sheets\Legal Exhibits\EXH02-RITP-TCE2-1-29603.dgn Sheet SW HP9040 MON FS FW.plt

EXHIBIT "A"  
TRACT 3  
TEMPORARY CONSTRUCTION EASEMENT

BEING a tract of land in the Samuel M. Hayden Survey, Abstract No. 537 in the City of Lewisville, Denton County, Texas, being a part of that tract of land described in General Warranty Deed to Holt Texas Properties, Inc., as recorded in County Clerk's Document No. 2005-115937 in the Official Records of Denton County, Texas, and being part of Lot 1B, Block A of Lot 1A and Lot 1B, Block A, Riverview Addition No. 2, an addition to the City of Lewisville, Denton County, Texas, as recorded in Cabinet T, Page 35 in the Plat Records of Denton County, Texas (P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2-inch found iron rod with cap stamped "PACHECO KOCH" for the common corner between the southwest corner of said Lot 1B and the southeast corner of Lot 1, Block A, Nations Rent, an addition to the City of Lewisville, Denton County, Texas, as recorded in Cabinet R, Page 377 P.R.D.C.T., and being on the north right-of-way line of Midway Road (60 foot wide right-of-way at this point);

THENCE North 26 degrees 11 minutes 35 seconds West, along the common line between the west line of said Lot 1B and the east line of said Lot 1, Block A, a distance of 16.69 feet to a point for corner;

THENCE North 89 degrees 50 minutes 23 seconds East, departing said common line, a distance of 506.52 feet to a point for corner on the common line between the east line of said Lot 1B and the west line of Lot 2, Block A of Lots 1 & 2, Block A, Riverview Addition, an addition to the City of Lewisville, Denton County, Texas, as recorded in Cabinet N, Page 345 P.R.D.C.T;

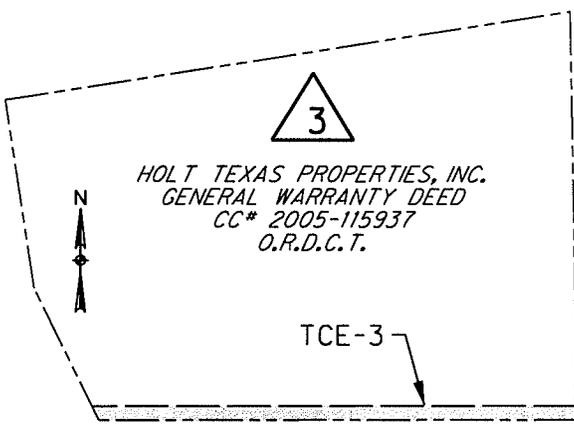
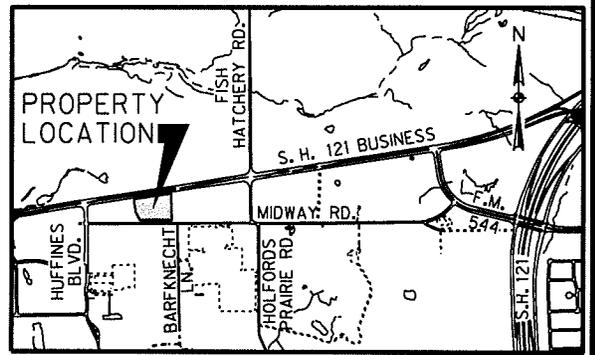
THENCE South 01 degree 10 minutes 14 seconds East, along said common line, a distance of 15.00 feet to a 1/2-inch found iron rod with cap stamped "PACHECO KOCH" for the common corner between the southeast corner of said Lot 1B and the southwest corner of said Lot 2, being on said north right-of-way line;

THENCE South 89 degrees 50 minutes 23 seconds West, departing said common line and along the common line between the south line of said Lot 1B and said north right-of-way line, a distance of 499.45 feet to the POINT OF BEGINNING AND CONTAINING 7,545 square feet or 0.1732 acres of land, more or less.

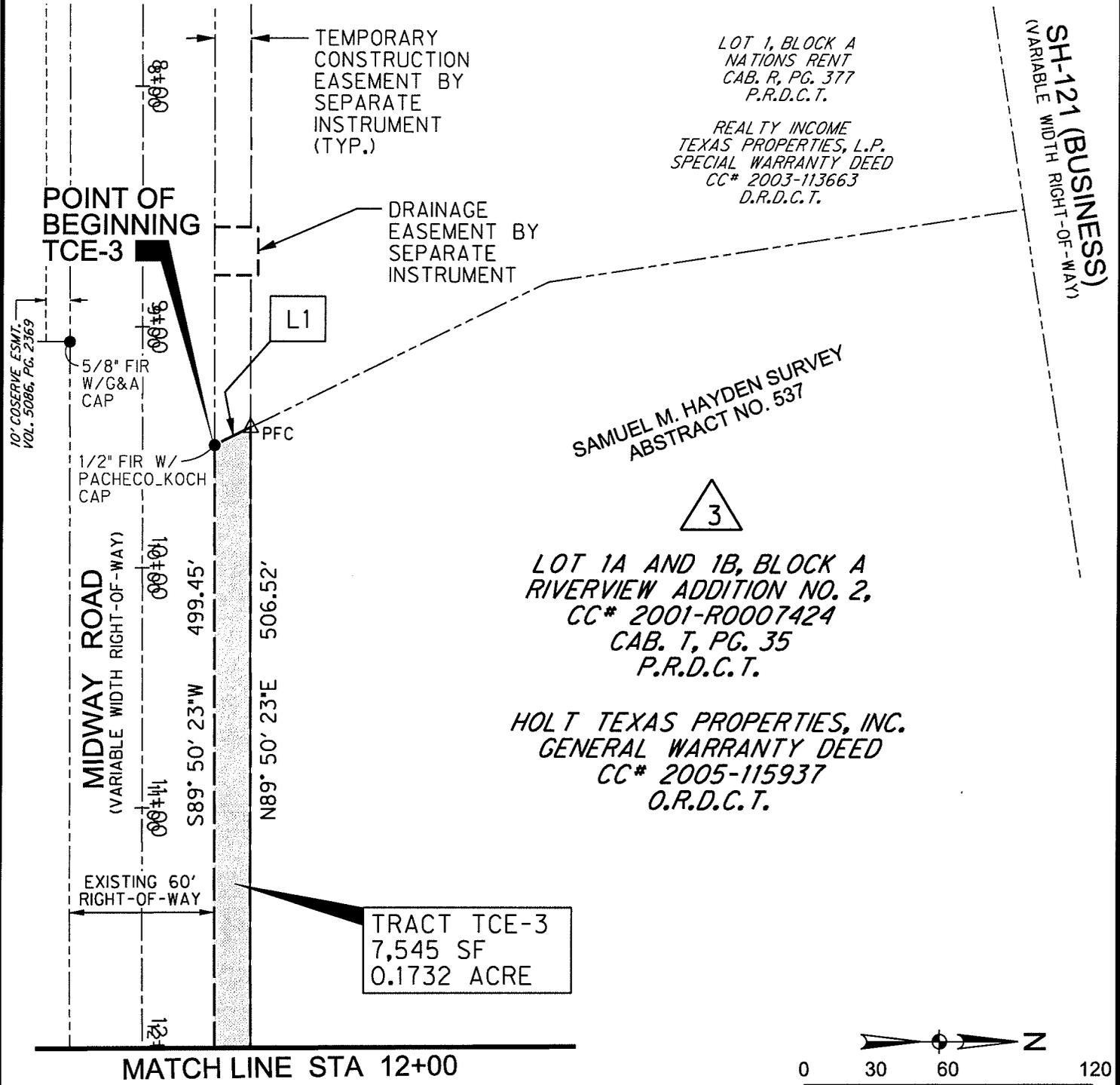
A plat accompanies this legal description.

**DISTANCE BEARING TABLE**

L1	N26° 11' 35"W 16.69'
----	-------------------------

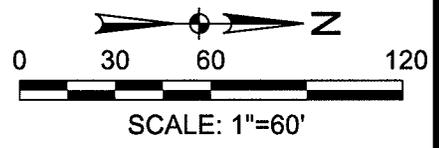


**PARENT TRACT**  
SCALE: 1"=200'



10' COSEERVE ESMT. VOL. 5086, PG. 2369

SW: HP9040\_MON\_FS\_FW.dwg Sheet I:\296003\29603\CADD\Sheets\Legal\Exhibits\EXH03-HOLT-TCE-3-1-29603.dgn



A LEGAL DESCRIPTION ACCOMPANIES THIS PLAT.

**EXHIBIT "B"**

**0.1732 ACRE TEMPORARY CONSTRUCTION EASEMENT (TCE-3)**

OUT OF THE

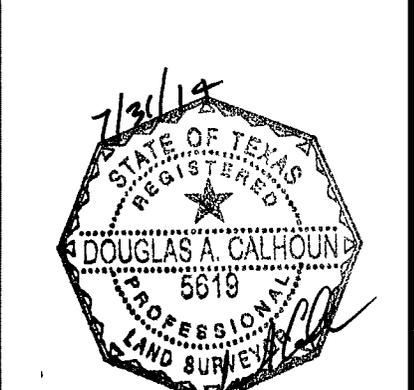
**SAMUEL M. HAYDEN SURVEY ABSTRACT NO. 537**

**CITY OF LEWISVILLE DENTON COUNTY, TEXAS**

**LEGEND**

	TEMPORARY CONSTRUCTION EASEMENT
	EXISTING PROPERTY LINE
	NEW RIGHT-OF-WAY LINE
	FOUND IRON ROD (UNLESS NOTED OTHERWISE)
	POINT FOR A CORNER
	1/2" SET IRON ROD W/ BLUE PLASTIC CAP STAMPED "HALFF ESMT"

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM NAD 83, NORTH CENTRAL ZONE (4202), BASED ON CITY OF LEWISVILLE MONUMENTS 13 AND 33 OBSERVED BY GPS USING WESTERN DATA SYSTEMS DALLAS/FORT WORTH AREA RTK COOPERATIVE NETWORK ON 7/22/2013, CONVERGENCE ANGLE FOR CITY OF LEWISVILLE MONUMENT 13 IS 00 DEGREES 51 MINUTES 28.46486 SECONDS, ACCORDING TO CORPSCON V6.0.1 AS PROVIDED BY THE U.S. ARMY CORPS OF ENGINEERS. COORDINATES SHOWN ARE GRID COORDINATES, DISTANCES SHOWN ARE SURFACE DISTANCES, SCALE FACTOR IS 1.00015063.



**HALFF**

TBPLS FIRM NO. 10029605  
4000 FOSSIL CREEK BLVD  
FORT WORTH, TEXAS 76137-2797  
TEL (817) 847-1422  
FAX (817) 232-8784

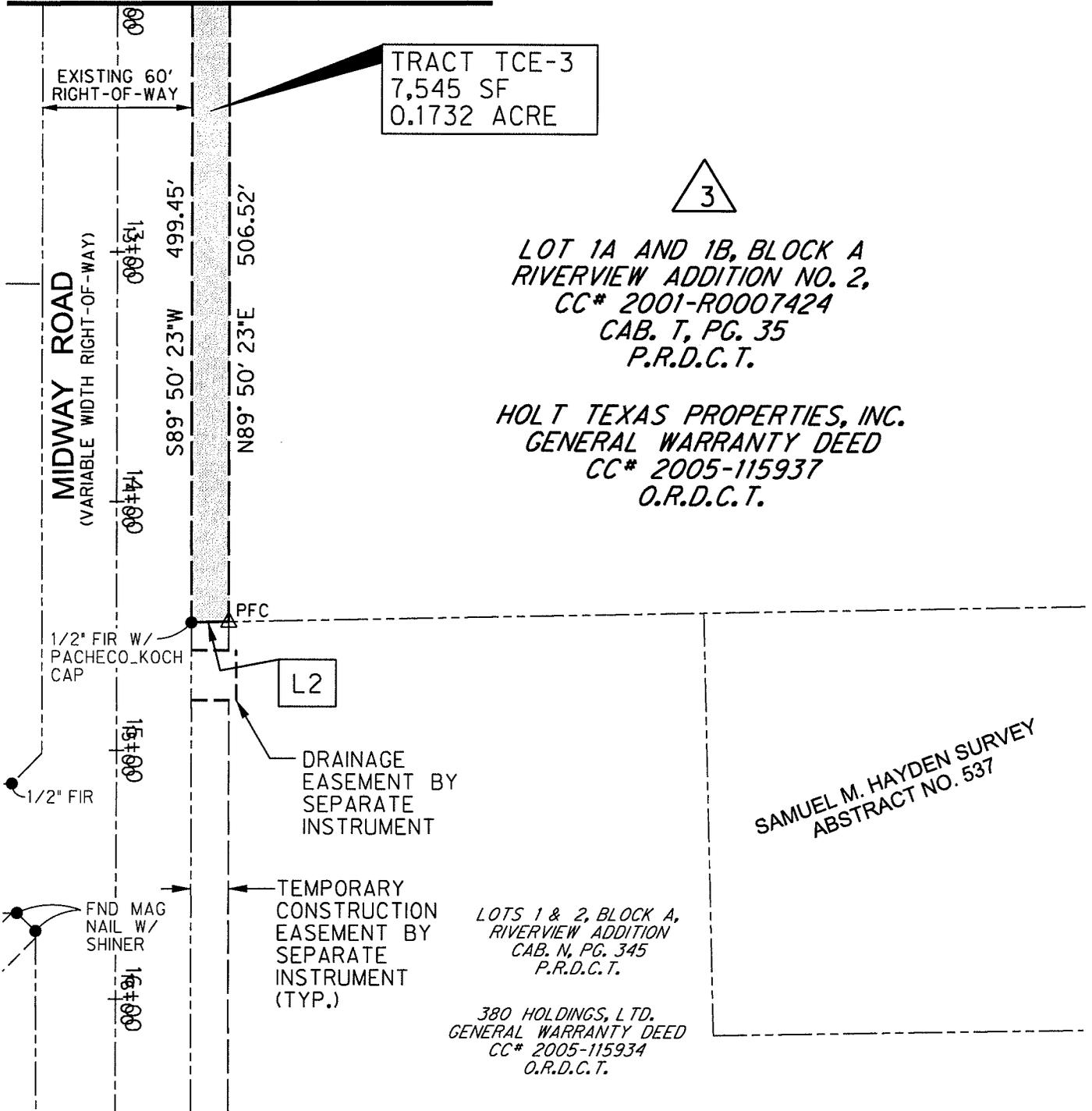
<b>TEMPORARY CONSTRUCTION EASEMENT</b>		
FILE: EXH03-HOLT-TCE-3-1-29603.dgn		
DATE: JUNE 2014	AVO: 29603	PAGE 2 of 3

I, Douglas A. Calhoun, Registered Professional Land Surveyor, do hereby certify that this parcel was prepared from a survey made on the ground under my supervision and direction.

DISTANCE/BEARING TABLE

L2	S01° 10' 14"E 15.00'
----	-------------------------

MATCH LINE STA 12+00



TRACT TCE-3  
7,545 SF  
0.1732 ACRE



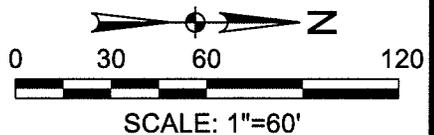
LOT 1A AND 1B, BLOCK A  
RIVERVIEW ADDITION NO. 2,  
CC# 2001-R0007424  
CAB. T, PG. 35  
P.R.D.C.T.

HOLT TEXAS PROPERTIES, INC.  
GENERAL WARRANTY DEED  
CC# 2005-115937  
O.R.D.C.T.

SAMUEL M. HAYDEN SURVEY  
ABSTRACT NO. 537

LOTS 1 & 2, BLOCK A,  
RIVERVIEW ADDITION  
CAB. N, PG. 345  
P.R.D.C.T.

380 HOLDINGS, L.T.D.  
GENERAL WARRANTY DEED  
CC# 2005-115934  
O.R.D.C.T.



SCALE: 1"=60'

A LEGAL DESCRIPTION ACCOMPANIES THIS PLAT.

EXHIBIT "B"

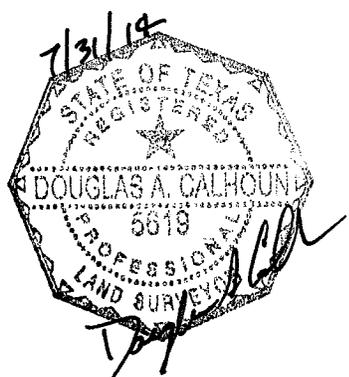
0.1732 ACRE TEMPORARY  
CONSTRUCTION EASEMENT  
(TCE-3)

OUT OF THE  
SAMUEL M. HAYDEN SURVEY  
ABSTRACT NO. 537  
CITY OF LEWISVILLE  
DENTON COUNTY, TEXAS

LEGEND

- TEMPORARY CONSTRUCTION EASEMENT
- EXISTING PROPERTY LINE
- NEW RIGHT-OF-WAY LINE
- FIR
- PFC
- 1/2" SIR W/CAP
- 1/2" SET IRON ROD W/ BLUE PLASTIC CAP STAMPED "HALFF ESMT"

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM NAD 83, NORTH CENTRAL ZONE (4202), BASED ON CITY OF LEWISVILLE MONUMENTS 13 AND 33 OBSERVED BY GPS USING WESTERN DATA SYSTEMS DALLAS/FORT WORTH AREA RTK COOPERATIVE NETWORK ON 1/22/2013, CONVERGENCE ANGLE FOR CITY OF LEWISVILLE MONUMENT 13 IS 00 DEGREES 51 MINUTES 28.46486 SECONDS, ACCORDING TO CORPSCON V6.0.1 AS PROVIDED BY THE U.S. ARMY CORPS OF ENGINEERS. COORDINATES SHOWN ARE GRID COORDINATES, DISTANCES SHOWN ARE SURFACE DISTANCES, SCALE FACTOR IS 1.00015063.



I, Douglas A. Calhoun, Registered Professional Land Surveyor, do hereby certify that this parcel was prepared from a survey made on the ground under my supervision and direction.



TBPLS FIRM NO. 10029605  
4000 FOSSIL CREEK BLVD  
FORT WORTH, TEXAS 76137-2787  
TEL (817) 847-1422  
FAX (817) 232-9784

TEMPORARY CONSTRUCTION EASEMENT

FILE: EXH03-HOLT-TCE-3-2-29603.dgn

DATE: JUNE 2014      AV0: 29603      PAGE 3 of 3

8/27/2014 7:55:27 AM ah1731 HALFF I:\296005\29603\CADD\Sheets\Legal\Exhibits\EXH03-HOLT-TCE-3-2-29603.dgn Sheet

EXHIBIT "A"  
TRACT 4  
TEMPORARY CONSTRUCTION EASEMENT

BEING a tract of land in the Samuel M. Hayden Survey, Abstract No. 537 in the City of Lewisville, Denton County, Texas, being a part of that tract of land described in Special Warranty Deed to Ewing Irrigation Products, Inc., as recorded in County Clerk's Document No. 2006-95936 in the Official Records of Denton County, Texas, and being a part of Lot 1, Block A, of Lot 1 and Lot 2, Block A, Ewing Irrigation Addition, an addition to the City of Lewisville, Denton County, Texas, as recorded in Cabinet X, Page 489 in the Plat Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING from a 1/2-inch found iron rod for the most easterly northeast corner of said Lot 1, being the south end of a corner clip between the south right-of-way line of Midway Road (60 foot wide right-of-way at this point) and the west right-of-way line of Barfknecht Lane (52 foot wide right-of-way at this point);

THENCE South 01 degree 05 minutes 03 seconds East, along the common line between the east line of said Lot 1 and said west right-of-way line, a distance of 8.00 feet for the POINT OF BEGINNING;

THENCE South 01 degree 05 minutes 03 seconds East, continuing along said west right-of-way line, a distance of 89.65 feet to a point for corner;

THENCE South 88 degrees 54 minutes 57 seconds West, departing said west right-of-way line, a distance of 25.00 feet to a point for corner;

THENCE North 01 degree 05 minutes 03 seconds West, a distance of 75.05 feet to a point for corner;

THENCE South 89 degrees 50 minutes 03 seconds West, a distance of 45.00 feet to a point for corner;

THENCE North 00 degrees 09 minutes 57 seconds West, a distance of 15.00 feet to a point for corner;

THENCE North 89 degrees 50 minutes 03 seconds East, a distance of 69.76 feet to the POINT OF BEGINNING AND CONTAINING 2,919 square feet or 0.0670 acres of land, more or less.

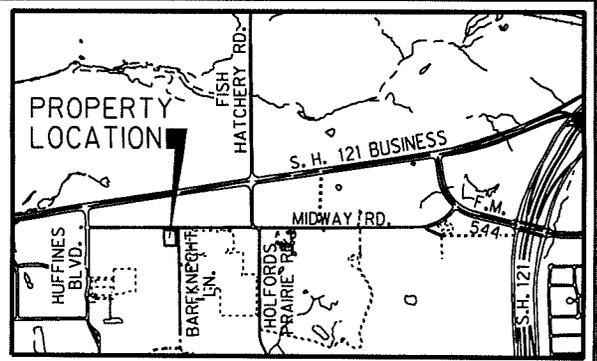
A plat accompanies this legal description.

RIVERVIEW ADDITION NO. 2,  
LOT 1A AND 1B, BLOCK A  
CC# 2001-R0007424  
CAB. T, PG. 35  
P.R.D.C.T.

HOLT TEXAS PROPERTIES, INC.  
GENERAL WARRANTY DEED  
CC# 2005-115937  
O.R.D.C.T.

**DISTANCE  
BEARING TABLE**

L1 S01° 05' 03"E  
8.00'



**LOCATION MAP**  
N.T.S.

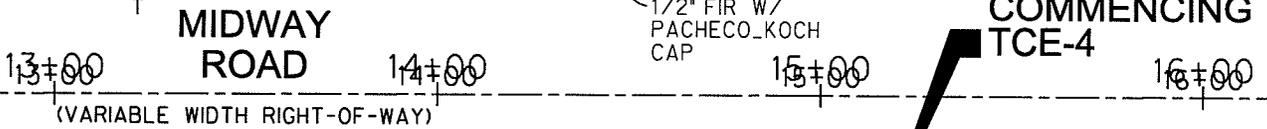
TEMPORARY  
CONSTRUCTION  
EASEMENT BY  
SEPARATE  
INSTRUMENT  
(TYP.)

DRAINAGE  
EASEMENT BY  
SEPARATE  
INSTRUMENT

LOTS 1 & 2, BLOCK A,  
RIVERVIEW ADDITION  
CAB. N, PG. 345  
P.R.D.C.T.

380 HOLDINGS, LTD.  
GENERAL WARRANTY DEED  
CC# 2005-115934  
O.R.D.C.T.

EXISTING 60'  
RIGHT-OF-WAY



**POINT OF  
COMMENCING  
TCE-4**

20' DRAINAGE ESMT.  
CAB. W, PG. 579

20' DRAINAGE ESMT.  
CAB. X, PG. 489

1/2" FIR W/  
PACHECO KOCH  
CAP

FND MAG  
NAIL W/  
SHINER

15' UTILITY ESMT.  
CAB. H, PG. 352

10' VERIZON ESMT.  
VOL. 4934, PG. 3301

N00° 09' 57"W  
15.00'

N89° 50' 03"E  
69.76'

L1

**POINT OF  
BEGINNING  
TCE-4**

S89° 50' 03"W  
45.00'

PFC

SAMUEL M. HAYDEN SURVEY  
ABSTRACT NO. 537

TRACT TCE-4  
2,919 SF  
0.0670 ACRE

PRIVATE  
DRAINAGE ESMT.  
CC# 2011-41

AMERICAN LANDSCAPE  
ADDITION  
LOT 1R, BLOCK A  
CC# 2009-71  
P.R.D.C.T.

AMERICAN LANDSCAPE  
SYSTEMS, INC.  
SPECIAL WARRANTY  
DEED WITH  
VENDER'S LIEN  
CC# 2004-162321  
O.R.D.C.T.

DAA DEVELOPMENT, INC.  
SPECIAL WARRANTY DEED  
CC# 2010-13592  
CC# 2010-61823  
O.R.D.C.T.

METRO AUTO AUCTION  
DALLAS ADDITION  
CC# 2011-41  
P.R.D.C.T.

EWING IRRIGATION ADDITION,  
LOT 1, BLOCK A  
CAB. X, PG. 489  
P.R.D.C.T.

EWING IRRIGATION PRODUCTS, INC.  
SPECIAL WARRANTY DEED  
CC# 2006-95936  
O.R.D.C.T.



BARKNECETH LANE  
(52' RIGHT-OF-WAY)



0 25 50 100

SCALE: 1"=50'

A LEGAL DESCRIPTION ACCOMPANIES THIS PLAT.

**EXHIBIT 'B'**

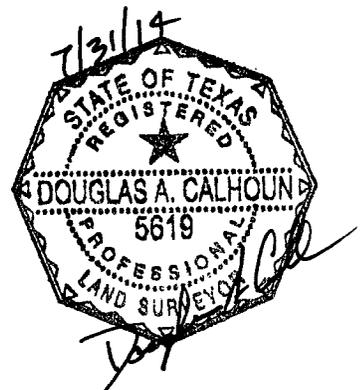
**0.0670 ACRE TEMPORARY  
CONSTRUCTION EASEMENT  
(TCE-4)**

OUT OF THE  
SAMUEL M. HAYDEN SURVEY  
ABSTRACT NO. 537  
CITY OF LEWISVILLE  
DENTON COUNTY, TEXAS

**LEGEND**

- TEMPORARY CONSTRUCTION EASEMENT
- EXISTING PROPERTY LINE
- NEW RIGHT-OF-WAY LINE
- FIR (UNLESS NOTED OTHERWISE)
- POINT FOR A CORNER
- 1/2" SET IRON ROD W/ BLUE PLASTIC CAP STAMPED "HALFF ESMT"

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM NAD 83, NORTH CENTRAL ZONE (4202), BASED ON CITY OF LEWISVILLE MONUMENTS 13 AND 33 OBSERVED BY GPS USING WESTERN DATA SYSTEMS DALLAS/FORT WORTH AREA RTK COOPERATIVE NETWORK ON 7/22/2013, CONVERGENCE ANGLE FOR CITY OF LEWISVILLE MONUMENT 13 IS 00 DEGREES 51 MINUTES 28.46486 SECONDS, ACCORDING TO CORPSCON V6.0.1 AS PROVIDED BY THE U.S. ARMY CORPS OF ENGINEERS. COORDINATES SHOWN ARE GRID COORDINATES, DISTANCES SHOWN ARE SURFACE DISTANCES, SCALE FACTOR IS 1.00015063.



TBPLS FIRM NO. 10029605  
4000 FOSSIL CREEK BLVD  
FORT WORTH, TEXAS 76137-2797  
TEL (817) 847-1422  
FAX (817) 232-9784

**TEMPORARY CONSTRUCTION EASEMENT**

FILE: EXH04-EWING-TCE4-29603.dgn

DATE: JUNE 2014

AVO: 29603

PAGE 2 of 2

I, Douglas A. Calhoun, Registered Professional Land Surveyor, do hereby certify that this parcel was prepared from a survey made on the ground under my supervision and direction.

EXHIBIT "A"  
TRACT 5  
DRAINAGE EASEMENT

BEING a tract of land in the Samuel M. Hayden Survey, Abstract No. 537 in the City of Lewisville, Denton County, Texas, being a part of that tract of land described in General Warranty Deed to 380 Holdings, Ltd. as recorded in County Clerk's Document No. 2005-115934 in the Official Records of Denton County, Texas, and being a part of Lot 2, Block A of Lots 1 & 2, Block A, Riverview Addition, an addition to the City of Lewisville, Denton County, Texas, as recorded in Cabinet N, Page 345 in the Plat Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING from a 1/2-inch found iron rod with cap stamped "PACHECO KOCH" for the common southwest corner of said Lot 2, Block A and the southeast corner of Lot 1, Block A of said Riverview Addition, being on the north right-of-way line of Midway Road (variable width right-of-way);

THENCE North 89 degrees 50 minutes 23 seconds East, along the common line between the south line of said Lot 2, Block A and said north right-of-way line, a distance of 11.30 feet to a 1/2-inch set iron rod with blue plastic cap stamped "HALFF ESMT" (hereinafter referred to as "with blue cap") for the POINT OF BEGINNING;

THENCE North 00 degrees 02 minutes 31 seconds West, departing said common line, a distance of 18.00 feet to a 1/2-inch set iron rod with blue cap for corner;

THENCE North 89 degrees 50 minutes 23 seconds East, a distance of 20.00 feet to a 1/2-inch set iron rod with blue cap for corner;

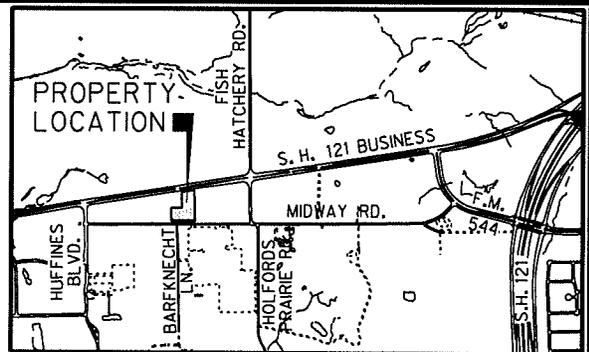
THENCE South 00 degrees 02 minutes 31 seconds East, a distance of 18.00 feet to a 1/2-inch set iron rod with blue cap for corner on said common line;

THENCE South 89 degrees 50 minutes 23 seconds West, along said common line, a distance of 20.00 feet to the POINT OF BEGINNING AND CONTAINING 360 square feet or 0.0083 acres of land, more or less.

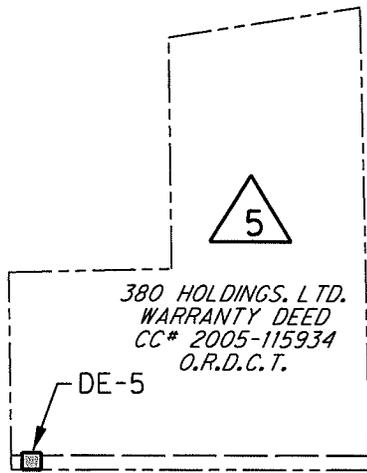
A plat accompanies this legal description.

**DISTANCE/BEARING TABLE**

L1	N89° 50' 23"E 11.30'
L2	N00° 02' 31"W 18.00'
L3	N89° 50' 23"E 20.00'
L4	S00° 02' 31"E 18.00'
L5	S89° 50' 23"W 20.00'



**LOCATION MAP**  
N.T.S.



**PARENT TRACT**  
SCALE: 1"=200'

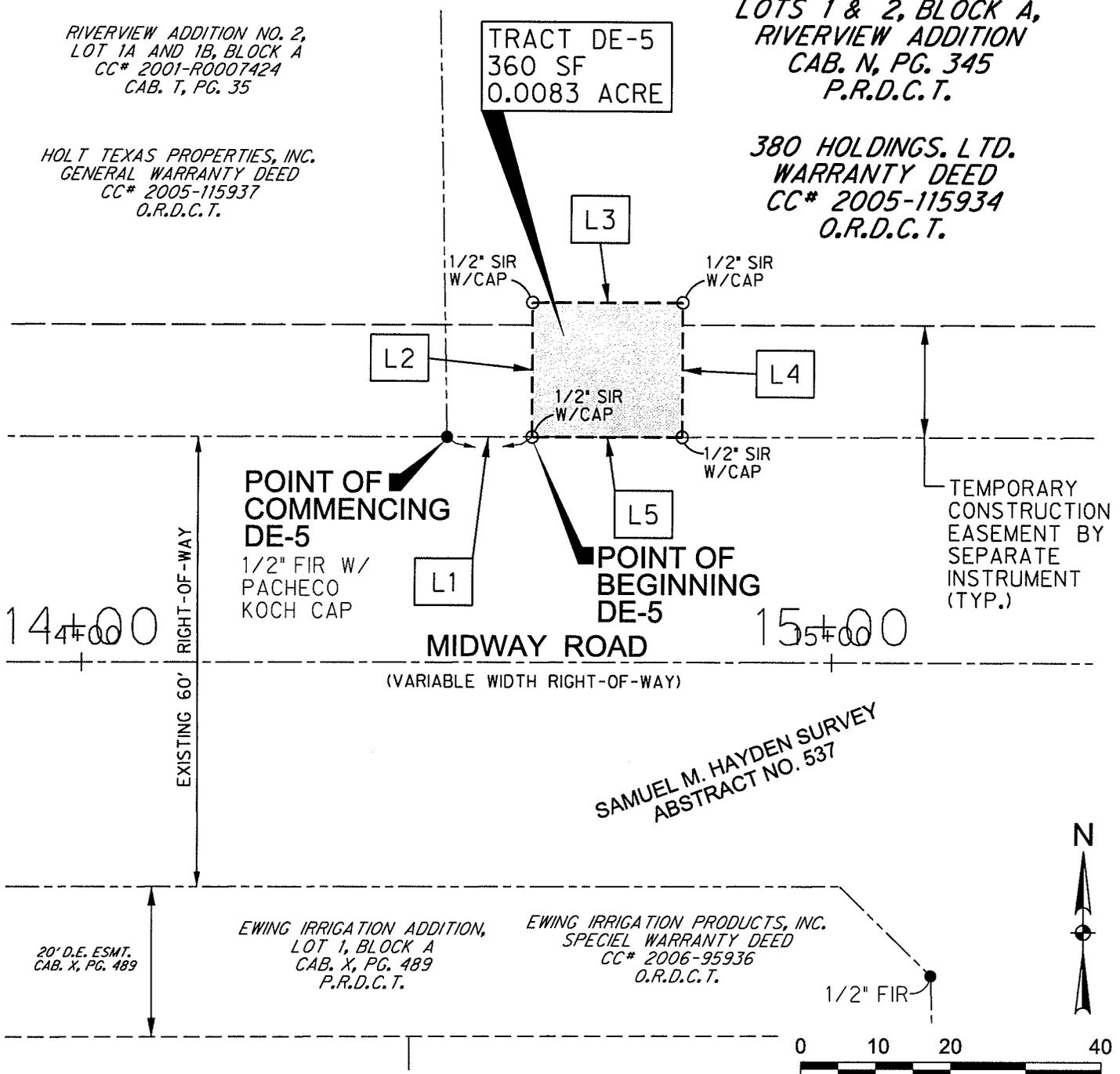
RIVERVIEW ADDITION NO. 2,  
LOT 1A AND 1B, BLOCK A  
CC# 2001-R0007424  
CAB. T, PG. 35

HOLT TEXAS PROPERTIES, INC.  
GENERAL WARRANTY DEED  
CC# 2005-115937  
O.R.D.C.T.

**LOT 2, BLOCK A  
OF  
LOTS 1 & 2, BLOCK A,  
RIVERVIEW ADDITION  
CAB. N, PG. 345  
P.R.D.C.T.**

**380 HOLDINGS, L.T.D.  
WARRANTY DEED  
CC# 2005-115934  
O.R.D.C.T.**

**TRACT DE-5  
360 SF  
0.0083 ACRE**



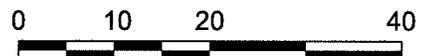
**SAMUEL M. HAYDEN SURVEY  
ABSTRACT NO. 537**

20' D.E. ESMT.  
CAB. X, PG. 489

**EWING IRRIGATION ADDITION,  
LOT 1, BLOCK A  
CAB. X, PG. 489  
P.R.D.C.T.**

**EWING IRRIGATION PRODUCTS, INC.  
SPECIAL WARRANTY DEED  
CC# 2006-95936  
O.R.D.C.T.**

1/2" FIR



SCALE: 1"=20'

A LEGAL DESCRIPTION ACCOMPANIES THIS PLAT.

**EXHIBIT "B"**

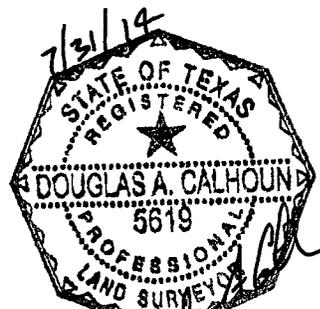
**0.0083 ACRE DRAINAGE  
EASEMENT (DE-5)**

OUT OF THE  
**SAMUEL M. HAYDEN SURVEY  
ABSTRACT NO. 537**  
CITY OF LEWISVILLE  
DENTON COUNTY, TEXAS

**LEGEND**

- DRAINAGE EASEMENT
- EXISTING PROPERTY LINE
- NEW RIGHT-OF-WAY LINE
- FOUND IRON ROD (UNLESS NOTED OTHERWISE)
- 1/2" SET IRON ROD W/ YELLOW PLASTIC CAP STAMPED "HALFF ASSOC. INC."
- 1/2" SET IRON ROD W/ BLUE PLASTIC CAP STAMPED "HALFF ESMT"

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM NAD 83, NORTH CENTRAL ZONE (4202), BASED ON CITY OF LEWISVILLE MONUMENTS 13 AND 33 OBSERVED BY GPS USING WESTERN DATA SYSTEMS DALLAS/FORT WORTH AREA RTK COOPERATIVE NETWORK ON 7/22/2013, CONVERGENCE ANGLE FOR CITY OF LEWISVILLE MONUMENT 13 IS 00 DEGREES 51 MINUTES 28.46486 SECONDS, ACCORDING TO CORPSCON V6.0.1 AS PROVIDED BY THE U.S. ARMY CORPS OF ENGINEERS. COORDINATES SHOWN ARE GRID COORDINATES. DISTANCES SHOWN ARE SURFACE DISTANCES. SCALE FACTOR IS 1.00015063.



I, Douglas A. Calhoun, Registered Professional Land Surveyor, do hereby certify that this parcel was prepared from a survey made on the ground under my supervision and direction.



**HALFF**  
TBPLS FIRM NO. 10029805

4000 FOSSIL CREEK BLVD  
FORT WORTH, TEXAS 76137-2797  
TEL (817) 947-1422  
FAX (817) 232-9784

**DRAINAGE EASEMENT**

FILE: EXH05-380HOLDINGS-DE5-29603.dgn

DATE: JUNE 2014

AVO: 29603

PAGE 2 of 2

EXHIBIT "A"  
TRACT 5  
TEMPORARY CONSTRUCTION EASEMENTS

**TCE-5A**

BEING a tract of land in the Samuel M. Hayden Survey, Abstract No. 537 in the City of Lewisville, Denton County, Texas, being a part of that tract of land described in General Warranty Deed to 380 Holdings, Ltd. as recorded in County Clerk's Document No. 2005-115934 in the Official Records of Denton County, Texas, and being a part of Lot 2, Block A of Lots 1 & 2, Block A, Riverview Addition, an addition to the City of Lewisville, Denton County, Texas, as recorded in Cabinet N, Page 345 in the Plat Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch found iron rod with cap stamped "PACHECO KOCH" for the common southwest corner of said Lot 2, Block A and the southeast corner of Lot 1, Block A of said Riverview Addition, being on the north right-of-way line of Midway Road (variable width right-of-way);

THENCE North 01 degree 10 minutes 14 seconds West, along the common line between the west line of said Lot 2 and the east line of said Lot 1, a distance of 15.00 feet to a point for corner;

THENCE North 89 degrees 50 minutes 23 seconds East, departing said common line, a distance of 11.60 feet to a point for corner;

THENCE South 00 degrees 02 minutes 31 seconds East, a distance of 15.00 feet to a 1/2-inch set iron rod with blue plastic cap stamped "HALFF ESMT" for corner on the common line between the south line of said Lot 2 and said north right-of-way line;

THENCE South 89 degrees 50 minutes 23 seconds West, along said common line, a distance of 11.30 feet to the POINT OF BEGINNING AND CONTAINING 172 square feet or 0.0039 acres of land, more or less.

**TCE-5B**

BEING a tract of land in the Samuel M. Hayden Survey, Abstract No. 537 in the City of Lewisville, Denton County, Texas, being a part of that tract of land described in General Warranty Deed to 380 Holdings, Ltd. as recorded in County Clerk's Document No. 2005-115934 in the Official Records of Denton County, Texas (O.R.D.C.T.), and being a part of Lot 2, Block A of Lots 1 & 2, Block A, Riverview Addition, an addition to the City of Lewisville, Denton County, Texas, as recorded in Cabinet N, Page 345 in the Plat Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch found iron rod with cap stamped "PACHECO KOCH" for the southeast corner of said Lot 2, Block A, being on the west line of Tract 1 as described in Special Warranty Deed to Holt Texas, Ltd. dba Holt Cat, as recorded in County Clerk's Document No. 2007-146661 O.R.D.C.T., and being the northwest corner of that called 4,025 square foot tract of land described in Right of Way Deed to the City of Lewisville, as recorded in County Clerk's Document No. 00-R0055692 in the Deed Records of Denton County, Texas, and being on the north right-of-way line of Midway Road (variable width right-of-way);

THENCE South 89 degrees 50 minutes 23 seconds West, departing said west line and along the common line between the south line of said Lot 2, Block A and said north right-of-way line, a distance of 342.77 feet to a 1/2-inch set iron rod with blue plastic cap stamped "HALFF ESMT" for corner;

THENCE North 00 degrees 02 minutes 31 seconds West, a distance of 15.00 feet to a point for corner;

THENCE North 89 degrees 50 minutes 23 seconds East, a distance of 342.39 feet to a point for corner on the common line between the east line of said Lot 2 and the west line of said Tract 1;

THENCE South 01 degree 29 minutes 24 seconds East, along said common line, a distance of 15.00 feet to the POINT OF BEGINNING AND CONTAINING 5,139 square feet or 0.1180 acres of land, more or less.

A plat accompanies this legal description.

**DISTANCE BEARING TABLE**

L1	N00° 02' 31"W 15.00'
L2	S01° 29' 24"E 15.00'

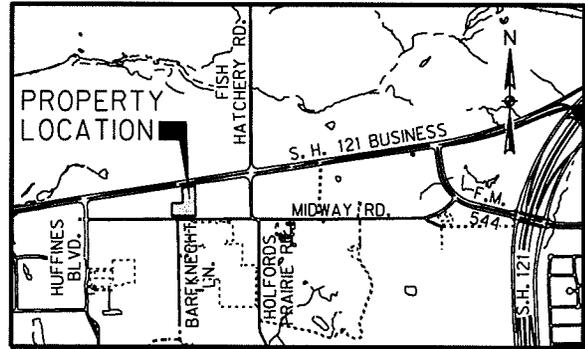
**POINT OF BEGINNING TCE-5a**

1/2" FIR W/ 1 PACHECO\_KOCH CAP

S89° 50' 23"W  
11.30'

**TRACT TCE-5a**  
172 SF  
0.0039 ACRE

N01° 10' 14"W  
15.00'



**LOCATION MAP**  
N.T.S.

TEMPORARY CONSTRUCTION EASEMENT BY SEPARATE INSTRUMENT (TYP.)

20' VERIZON ESMT. VOL. 4934, PG. 3301

1/2" FIR

**BARFKNECHT LANE**  
(52' RIGHT-OF-WAY)

15' UTILITY ESMT. CC# 2011-41

PRIVATE DRAINAGE ESMT. CC# 2011-41

**MIDWAY ROAD**  
(VARIABLE WIDTH RIGHT-OF-WAY)

FND MAG NAIL W/ SHINER

15' UTILITY ESMT. CAB. N, PG. 352

**SAMUEL M. HAYDEN SURVEY**  
ABSTRACT NO. 537

METRO AUTO AUCTION DALLAS ADDITION  
CC# 2010-13592  
P.R.D.C.T.

DAA DEVELOPMENT, INC. SPECIAL WARRANTY DEED  
CC# 2010-13592  
CC# 2010-61823  
O.R.D.C.T.

**POINT OF BEGINNING TCE-5b**

1/2" FIR W/CAP

S89° 50' 23"W  
342.77'

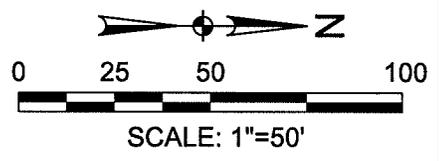
N89° 50' 23"E  
342.39'

**TRACT TCE-5b**  
5,139 SF  
0.1180 ACRE

**LOT 2**

**LOTS 1 & 2, BLOCK A, RIVERVIEW ADDITION**  
CAB. N, PG. 345  
P.R.D.C.T.

**380 HOLDINGS, LTD. GENERAL WARRANTY DEED**  
CC# 2005-115934  
O.R.D.C.T.



**TRACT 1 HOLT TEXAS, LTD. dba HOLT CAT**  
SPECIAL WARRANTY DEED  
CC# 2007-146661  
O.R.D.C.T.

A LEGAL DESCRIPTION ACCOMPANIES THIS PLAT.

**EXHIBIT "B"**

**0.0039 ACRE (TCE-5a)**  
**0.1180 ACRE (TCE-5b)**  
**TEMPORARY CONSTRUCTION EASEMENTS**

OUT OF THE

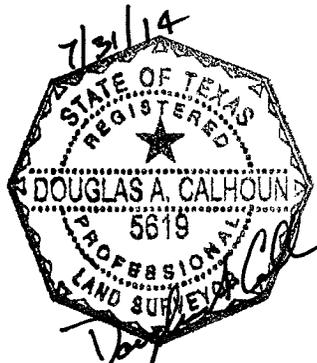
**SAMUEL M. HAYDEN SURVEY**  
ABSTRACT NO. 537

**CITY OF LEWISVILLE**  
DENTON COUNTY, TEXAS

**LEGEND**

- TEMPORARY CONSTRUCTION EASEMENT
- EXISTING PROPERTY LINE
- NEW RIGHT-OF-WAY LINE
- FOUND IRON ROD (UNLESS NOTED OTHERWISE)
- POINT FOR A CORNER
- 1/2" SET IRON ROD W/ BLUE PLASTIC CAP STAMPED "HALFF ESMT"

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM NAD 83, NORTH CENTRAL ZONE (4202), BASED ON CITY OF LEWISVILLE MONUMENTS 13 AND 33 OBSERVED BY GPS USING WESTERN DATA SYSTEMS DALLAS/FORT WORTH AREA RTK COOPERATIVE NETWORK ON 7/22/2013, CONVERGENCE ANGLE FOR CITY OF LEWISVILLE MONUMENT 13 IS 00 DEGREES 51 MINUTES 28.46486 SECONDS, ACCORDING TO CORPSCON V6.0.1 AS PROVIDED BY THE U.S. ARMY CORPS OF ENGINEERS. COORDINATES SHOWN ARE GRID COORDINATES, DISTANCES SHOWN ARE SURFACE DISTANCES, SCALE FACTOR IS 1.00015063.



I, Douglas A. Calhoun, Registered Professional Land Surveyor, do hereby certify that this parcel was prepared from a survey made on the ground under my supervision and direction.



TBPLS FIRM NO. 10029005  
4000 FOSSIL CREEK BLVD  
FORT WORTH, TEXAS 76137-2797  
TEL (817) 847-1422  
FAX (817) 232-0784

**TEMPORARY CONSTRUCTION EASEMENTS**

FILE: EXH05-380HOLDINGS-TCE5-29603.dgn

DATE: JUNE 2014      AVO: 29603      PAGE 2 of 2

8/27/2014 7:56:44 AM ah1731 HALFF I:\29000\29603\CADD\Sheets\Legal Exhibits\EXH05-380HOLDINGS-TCE5-29603.dgn

EXHIBIT "A"  
TRACT 6  
TEMPORARY CONSTRUCTION EASEMENT

BEING a tract of land in the Samuel M. Hayden Survey, Abstract No. 537 in the City of Lewisville, Denton County, Texas, being a part of that tract of land described in Special Warranty Deed to DAA Development, Inc., as recorded in County Clerk's Document No. 2010-13592 in the Official Records of Denton County, Texas, and being a part of Lot 1, Block A, Metro Auto Auction Dallas Addition, an addition to the City of Lewisville, Denton County, Texas, as recorded in County Clerk's Document No. 2011-41 in the Plat Records of Denton County, Texas (P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a found Mag nail with washer stamped "G & A" at the north end of the corner clip between the south right-of-way line of Midway Road (variable width right-of-way) and the east right-of-way line of Barfknecht Lane (52 foot wide right-of-way at this point), being the most northerly northwest corner of said Lot 1;

THENCE North 89 degrees 43 minutes 07 seconds East, departing said corner clip and along said south right-of-way line, a distance of 822.73 feet to a point for the northeast corner of said Lot 1, from which a 1/2-inch found iron rod bears South 21 degrees 11 minutes 10 seconds East, a distance of 0.34 feet;

THENCE South 04 degrees 15 minutes 23 seconds East, continuing along said south right-of-way line, passing said south right-of-way line and the northwest corner of Pavex Addition, an addition to the City of Lewisville, Denton County, Texas, as recorded in Cabinet I, Page 13 P.R.D.C.T., at a distance of 2.07 feet, and continuing along the common line between the east line of said Lot 1 and the west line of said Pavex Addition, a distance of 15.04 feet to a point for corner;

THENCE South 89 degrees 43 minutes 07 seconds West, departing said common line, a distance of 816.06 feet to a point for corner;

THENCE South 01 degree 04 minutes 53 seconds East, a distance of 91.29 feet to a point for corner;

THENCE South 88 degrees 56 minutes 26 seconds West, a distance of 15.00 feet to a point for corner on the east right-of-way line of said Barfknecht Lane;

THENCE North 01 degree 04 minutes 53 seconds West, along said east right-of-way line, a distance of 99.00 feet to a found Mag nail with washer stamped "G & A" at the south end of said corner clip;

THENCE North 44 degrees 19 minutes 07 seconds East, departing said east right-of-way line and along said corner clip, a distance of 10.53 feet to the POINT OF BEGINNING AND CONTAINING 13,802 square feet or 0.3169 acres of land, more or less.

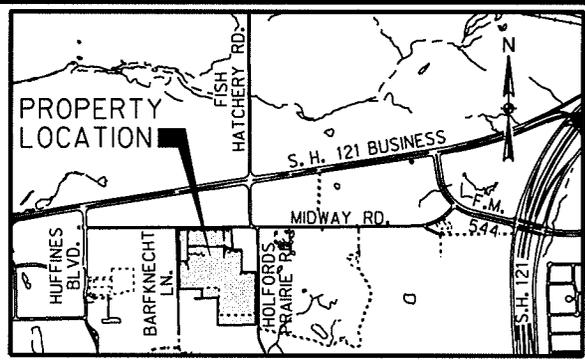
A plat accompanies this legal description.

**BARFKNECTH LANE**  
(52' RIGHT-OF-WAY)

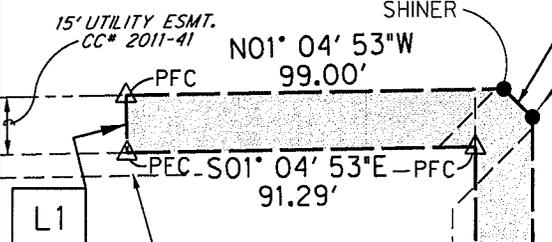
N44° 19' 07"E  
10.53'

FND MAG  
NAIL W/  
SHINER

**POINT OF  
BEGINNING  
TCE-6**  
FND MAG NAIL  
W/SHINER



**LOCATION MAP**  
N.T.S.



L1

PRIVATE  
DRAINAGE ESMT.  
CC# 2011-41



**LOT 1, BLOCK A  
METRO AUTO AUCTION  
DALLAS ADDITION  
CC# 2011-41  
P.R.D.C.T.**

**DAA DEVELOPMENT, INC.  
SPECIAL WARRANTY DEED  
CC# 2010-13592  
CC# 2010-61823  
O.R.D.C.T.**

**SAMUEL M. HAYDEN SURVEY  
ABSTRACT NO. 537**

**TRACT TCE-6  
132,802 SF  
0.3169 ACRE**

**MIDWAY ROAD**  
(VARIABLE WIDTH RIGHT-OF-WAY)

S89° 43' 07"W 816.06'  
N89° 43' 07"E 822.73'

1/2" FIR W/  
PACHECO  
KOCH CAP

TEMPORARY  
CONSTRUCTION  
EASEMENT BY  
SEPARATE  
INSTRUMENT  
(TYP.)

**LOTS 1 & 2, BLOCK A,  
RIVERVIEW ADDITION  
CAB. N, PG. 345  
P.R.D.C.T.**

**380 HOLDINGS, LTD.  
GENERAL WARRANTY DEED  
CC# 2005-115934  
O.R.D.C.T.**

DRAINAGE  
EASEMENT BY  
SEPARATE  
INSTRUMENT

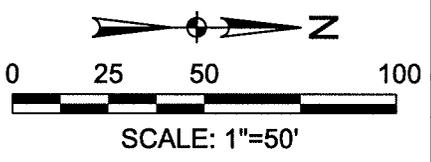
**CITY OF LEWISVILLE  
RIGHT OF WAY DEED  
CC# 00-R0055692  
D.R.D.C.T.**

**HOLT TEXAS, LTD.  
dba HOLT CAT  
SPECIAL WARRANTY DEED  
CC# 2007-146661  
O.R.D.C.T.**

**DISTANCE  
BEARING TABLE**

L1	S88° 56' 26"W 15.00'
----	-------------------------

**MATCH LINE STA 20+00**



A LEGAL DESCRIPTION ACCOMPANIES THIS PLAT.

**EXHIBIT 'B'**

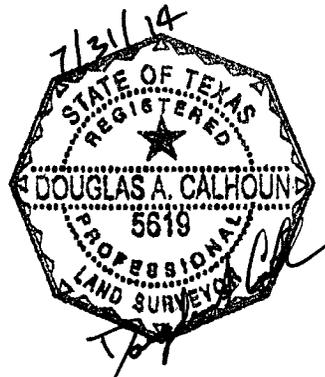
**0.1100 ACRE TEMPORARY  
CONSTRUCTION EASEMENT  
(TCE-6)**

OUT OF THE  
**SAMUEL M. HAYDEN SURVEY  
ABSTRACT NO. 537**  
**CITY OF LEWISVILLE  
DENTON COUNTY, TEXAS**

**LEGEND**

- TEMPORARY CONSTRUCTION EASEMENT
- EXISTING PROPERTY LINE
- NEW RIGHT-OF-WAY LINE
- FIR ● FOUND IRON ROD (UNLESS NOTED OTHERWISE)
- PFC △ POINT FOR A CORNER
- 1/2" SIR W/CAP ○ 1/2" SET IRON ROD W/ BLUE PLASTIC CAP STAMPED "HALFF ESMT"

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM NAD 83, NORTH CENTRAL ZONE (4202), BASED ON CITY OF LEWISVILLE MONUMENTS 13 AND 33 OBSERVED BY GPS USING WESTERN DATA SYSTEMS DALLAS/FORT WORTH AREA RTK COOPERATIVE NETWORK ON 7/22/2013, CONVERGENCE ANGLE FOR CITY OF LEWISVILLE MONUMENT 13 IS 00 DEGREES 51 MINUTES 28.46486 SECONDS, ACCORDING TO CORPSCON V6.0.1 AS PROVIDED BY THE U.S. ARMY CORPS OF ENGINEERS. COORDINATES SHOWN ARE GRID COORDINATES, DISTANCES SHOWN ARE SURFACE DISTANCES, SCALE FACTOR IS 1.00015063.

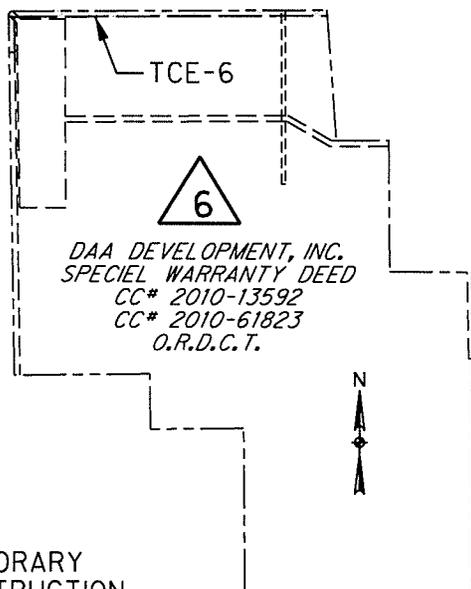


<b>TEMPORARY CONSTRUCTION EASEMENT</b>		
FILE: EXH06-DAA-TCE6-1-29603.dgn		
DATE: JUNE 2014	AVO: 29603	PAGE 2 of 3

I, Douglas A. Calhoun, Registered Professional Land Surveyor, do hereby certify that this parcel was prepared from a survey made on the ground under my supervision and direction.

8/27/2014 7:57:01 AM ah1731 HALFF I:\290008\29603\CADD\Sheets\Legal Exhibits\EXH06-DAA-TCE6-1-29603.dgn Sheet SW HP9040 MON FS FW.plt

MATCH LINE STA 20+00



DAA DEVELOPMENT, INC.  
SPECIAL WARRANTY DEED  
CC# 2010-13592  
CC# 2010-61823  
O.R.D.C.T.

PARENT TRACT  
SCALE: 1" - 500'

HOLT TEXAS, LTD.  
dba HOLT CAT  
SPECIAL WARRANTY DEED  
CC# 2007-146661  
O.R.D.C.T.

TEMPORARY  
CONSTRUCTION  
EASEMENT BY  
SEPARATE  
INSTRUMENT  
(TYP.)

CITY OF LEWISVILLE  
RIGHT OF WAY DEED  
CC# 00-R0055692  
D.R.D.C.T.

DRAINAGE  
EASEMENT BY  
SEPARATE  
INSTRUMENT

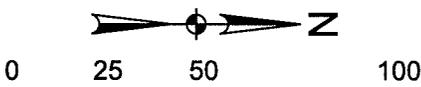
TRACT TCE-6  
132,802 SF  
0.3169 ACRE

EXECUTORS' SPECIAL WARRANTY DEED  
BILLY JIM MYERS, AS TRUSTEE  
TO THE CLAUDA JUANITA MYERS'  
GRANDCHILDREN'S TRUST AGREEMENT  
14.63 ACRES  
VOL. 2653 PG. 463  
D.R.D.C.T.

SEAN MICHAEL MYERS  
1/10TH UNDIVIDED INTEREST  
DOC. No. 2013-100261  
O.R.D.C.T.

DISTANCE  
BEARING TABLE

L2 S04° 15' 23"W  
15.04'



SCALE: 1"=50'

LOT 1, BLOCK A  
METRO AUTO AUCTION  
DALLAS ADDITION  
CC# 2011-41  
P.R.D.C.T.

DAA DEVELOPMENT, INC.  
SPECIAL WARRANTY DEED  
CC# 2010-13592  
CC# 2010-61823  
O.R.D.C.T.

SAMUEL M. HAYDEN SURVEY  
ABSTRACT NO. 537

LOT 1, BLOCK A  
PAVEX ADDITION  
CAB. 1, PG. 13  
P.R.D.C.T.

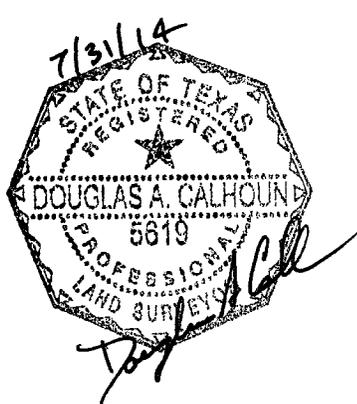


MIDWAY ROAD  
(VARIABLE WIDTH RIGHT-OF-WAY)

1/2" FIR  
W/CAP  
BEARS  
S21° 11' 10"E  
0.34'

**EXHIBIT 'B'**  
**0.1100 ACRE TEMPORARY  
CONSTRUCTION EASEMENT  
(TCE-6)**  
OUT OF THE  
SAMUEL M. HAYDEN SURVEY  
ABSTRACT NO. 537  
CITY OF LEWISVILLE  
DENTON COUNTY, TEXAS

- LEGEND**
- TEMPORARY CONSTRUCTION EASEMENT
  - EXISTING PROPERTY LINE
  - NEW RIGHT-OF-WAY LINE
  - FOUND IRON ROD (UNLESS NOTED OTHERWISE)
  - POINT FOR A CORNER
  - 1/2" SET IRON ROD W/ BLUE PLASTIC CAP STAMPED "HALFF ESMT"
- BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM NAD 83, NORTH CENTRAL ZONE (4202), BASED ON CITY OF LEWISVILLE MONUMENTS 13 AND 33 OBSERVED BY GPS USING WESTERN DATA SYSTEMS DALLAS/FORT WORTH AREA RTK COOPERATIVE NETWORK ON 7/22/2013. CONVERGENCE ANGLE FOR CITY OF LEWISVILLE MONUMENT 13 IS 00 DEGREES 51 MINUTES 28.46486 SECONDS, ACCORDING TO CORPSCON V6.0.1 AS PROVIDED BY THE U.S. ARMY CORPS OF ENGINEERS. COORDINATES SHOWN ARE GRID COORDINATES, DISTANCES SHOWN ARE SURFACE DISTANCES, SCALE FACTOR IS 1.00015063.



**HALFF**  
TBPLS FIRM NO. 10029805  
4000 FOSSIL CREEK BLVD  
FORT WORTH, TEXAS 76137-2797  
TEL (817) 947-1422  
FAX (817) 232-9784

TEMPORARY CONSTRUCTION EASEMENT		
FILE: EXH06-DAA-TCE6-2-29603.dgn		
DATE: JUNE 2014	AVO: 29603	PAGE 3 of 3

I, Douglas A. Calhoun, Registered Professional Land Surveyor, do hereby certify that this parcel was prepared from a survey made on the ground under my supervision and direction.

8/27/2014 7:57:18 AM ah1731 HALFF R:\29000a\29603\CADD\Sheets\Legal Exhibits\EXH06-DAA-TCE6-2-29603.dgn Sheet SW HP9040 MON FS FW.plt

EXHIBIT "A"  
TRACT 7  
DRAINAGE EASEMENT

BEING a tract of land in the Samuel M. Hayden Survey, Abstract No. 537 in the City of Lewisville, Denton County, Texas, being a part Tract 1 as described in Special Warranty Deed to Holt Texas, Ltd. dba Holt Cat, as recorded in County Clerk's Document No. 2007-146661 in the Official Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch found iron rod with cap stamped "PACHECO KOCH" being on the west line of said Tract 1, being the southeast corner of Lot 2, Block A of Lots 1 & 2, Block A, Riverview Addition, an addition to the City of Lewisville, Denton County, Texas as recorded in Cabinet N, Page 345 in the Plat Records of Denton County, Texas, being on the north line of that 4,025 square foot tract of land described in Right of Way Deed to the City of Lewisville as recorded in County Clerk's Document No. 00-R0055692 Deed Records of Denton County, Texas, and being on the north right-of-way line of Midway Road (variable width right-of-way);

THENCE North 01 degree 29 minutes 24 seconds West, along the common west line of said Tract 1 and the east line of said Lot 2, a distance of 20.01 feet to a 1/2-inch set iron rod with blue plastic cap stamped "HALFF ESMT" (hereinafter referred to as "with blue cap");

THENCE North 89 degrees 48 minutes 39 seconds East, departing said common line, a distance of 24.99 feet to a 1/2-inch set iron rod with blue cap for corner;

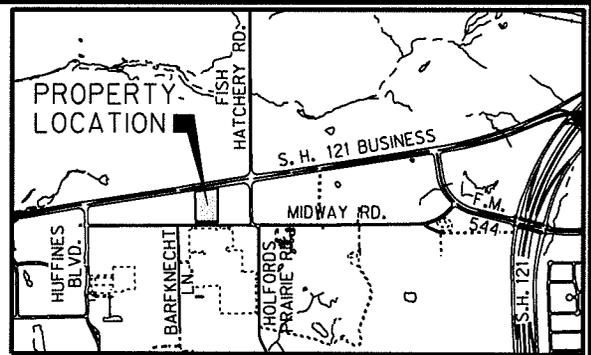
THENCE South 01 degree 31 minutes 08 seconds East, a distance of 20.01 feet to a 1/2-inch set iron rod with blue cap for corner on the north right of way line of said 4,025 square foot tract of land;

THENCE South 89 degrees 48 minutes 39 seconds West, along said north right of way line, a distance of 25.00 feet to the POINT OF BEGINNING AND CONTAINING 500 square feet or 0.0115 acres of land, more or less.

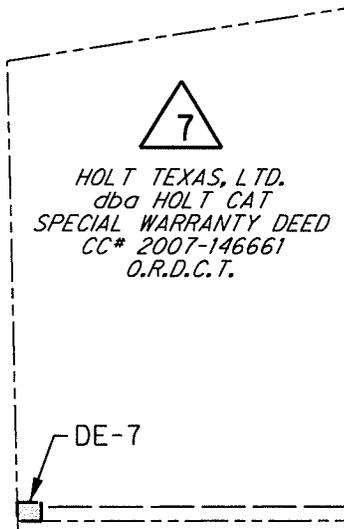
A plat accompanies this legal description.

**DISTANCE/BEARING TABLE**

L1	NO1° 29' 24"W 20.01'
L2	N89° 48' 39"E 24.99'
L3	S01° 31' 08"E 20.01'
L4	S89° 48' 39"W 25.00'



**LOCATION MAP**  
N.T.S.



**PARENT TRACT**  
SCALE: 1"=200'

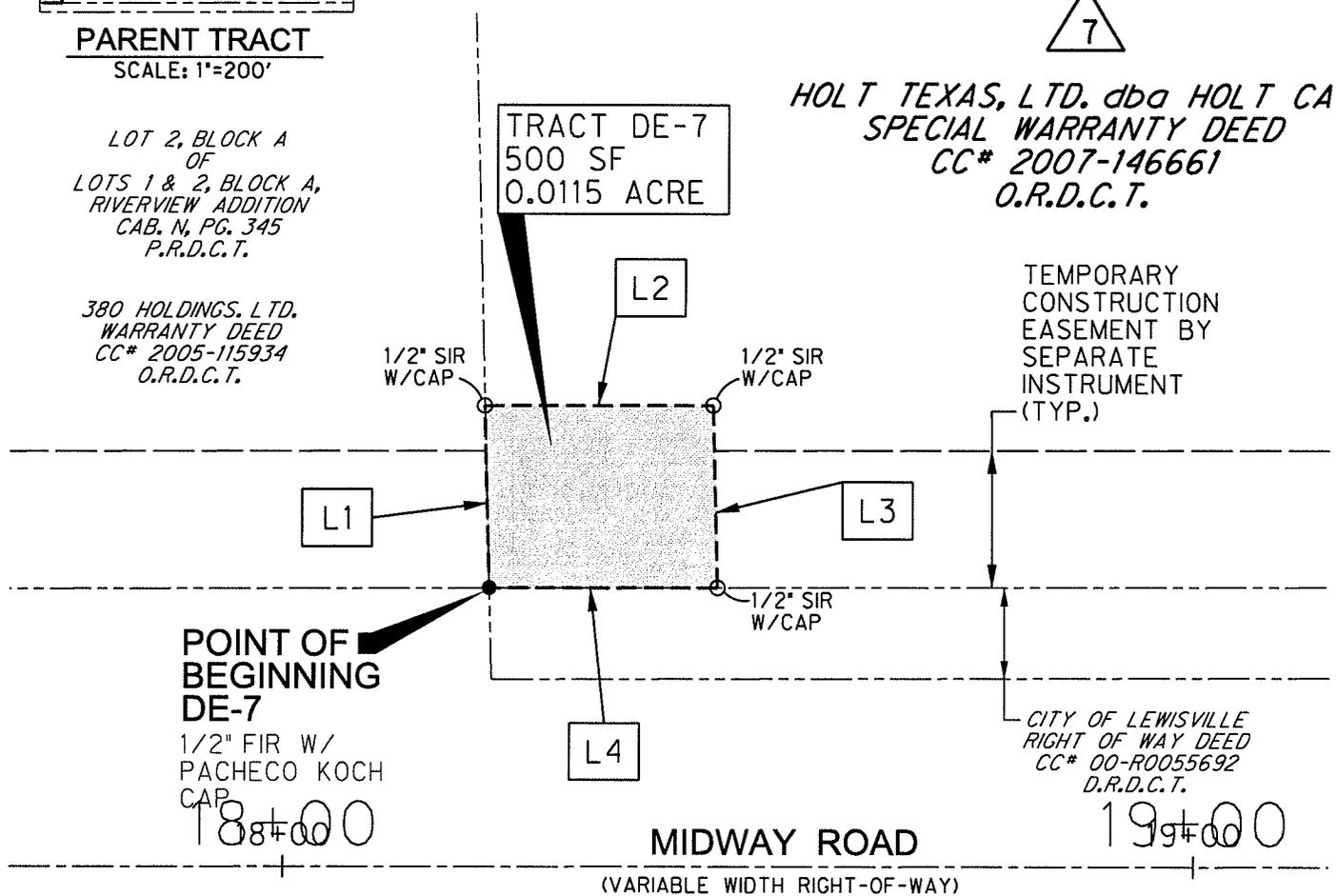
LOT 2, BLOCK A  
OF  
LOTS 1 & 2, BLOCK A,  
RIVERVIEW ADDITION  
CAB. N, PG. 345  
P.R.D.C.T.

380 HOLDINGS, LTD.  
WARRANTY DEED  
CC# 2005-115934  
O.R.D.C.T.

**TRACT DE-7**  
500 SF  
0.0115 ACRE

**HOLT TEXAS, LTD. dba HOLT CAT**  
**SPECIAL WARRANTY DEED**  
CC# 2007-146661  
O.R.D.C.T.

TEMPORARY  
CONSTRUCTION  
EASEMENT BY  
SEPARATE  
INSTRUMENT  
(TYP.)



**POINT OF BEGINNING DE-7**

1/2" FIR W/  
PACHECO KOCH  
CAP

188±00

CITY OF LEWISVILLE  
RIGHT OF WAY DEED  
CC# 00-R0055692  
D.R.D.C.T.

199±00

**MIDWAY ROAD**

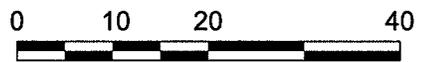
(VARIABLE WIDTH RIGHT-OF-WAY)

**SAMUEL M. HAYDEN SURVEY**  
ABSTRACT NO. 537

METRO AUTO AUCTION  
DALLAS ADDITION  
CC# 2011-41  
P.R.D.C.T.

DAA DEVELOPMENT, INC.  
SPECIAL WARRANTY DEED  
CC# 2010-13592  
CC# 2010-61823  
O.R.D.C.T.

15' UTILITY ESMT.  
CAB. H, PG. 352



SCALE: 1"=20'

A LEGAL DESCRIPTION ACCOMPANIES THIS PLAT.

**EXHIBIT 'B'**

**0.0115 ACRE DRAINAGE EASEMENT (DE-7)**

OUT OF THE  
**SAMUEL M. HAYDEN SURVEY**  
ABSTRACT NO. 537  
**CITY OF LEWISVILLE**  
DENTON COUNTY, TEXAS

**LEGEND**

- DRAINAGE EASEMENT
- EXISTING PROPERTY LINE
- NEW RIGHT-OF-WAY LINE
- FOUND IRON ROD (UNLESS NOTED OTHERWISE)
- 
- 

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM NAD 83, NORTH CENTRAL ZONE (4202), BASED ON CITY OF LEWISVILLE MONUMENTS 13 AND 33 OBSERVED BY GPS USING WESTERN DATA SYSTEMS DALLAS/FORT WORTH AREA RTK COOPERATIVE NETWORK ON 7/22/2013, CONVERGENCE ANGLE FOR CITY OF LEWISVILLE MONUMENT 13 IS 00 DEGREES 51 MINUTES 28.46486 SECONDS, ACCORDING TO CORPSCON V6.0.1 AS PROVIDED BY THE U.S. ARMY CORPS OF ENGINEERS. COORDINATES SHOWN ARE GRID COORDINATES, DISTANCES SHOWN ARE SURFACE DISTANCES, SCALE FACTOR IS 1.00015063.



I, Douglas A. Calhoun, Registered Professional Land Surveyor, do hereby certify that this parcel was prepared from a survey made on the ground under my supervision and direction.

**DRAINAGE EASEMENT**

FILE: EXH07-HOLTCAT-DE7-29603.dgn

DATE: JUNE 2014

AVO: 29603

PAGE 2 of 2



TBPLS FIRM NO. 10029805  
4000 FOSSIL CREEK BLVD  
FORT WORTH, TEXAS 78137-2797  
TEL (817) 847-1422  
FAX (817) 232-0784

8/27/2014 7:57:33 AM a11731 HALFF I:\29600a\29603\CADD\Sheets\Legal Exhibits\EXH07-HOLTCAT-DE7-29603.dgn Sheet SW HP9040\_MON\_FS\_FW.plt

EXHIBIT "A"  
TRACT 7  
TEMPORARY CONSTRUCTION EASEMENT

BEING a tract of land in the Samuel M. Hayden Survey, Abstract No. 537 in the City of Lewisville, Denton County, Texas, being a part of Tract 1 as described in Special Warranty Deed to Holt Texas, Ltd. dba Holt Cat, as recorded in County Clerk's Document No. 2007-146661 in the Official Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING from a 1/2-inch found iron rod with cap stamped "PACHECO KOCH" being on the west line of said Tract 1, being the southeast corner of Lot 2, Block A of Lots 1 & 2, Block A, Riverview Addition, an addition to the City of Lewisville, Denton County, Texas, as recorded in Cabinet N, Page 345 in the Plat Records of Denton County, Texas, being on the north line of that called 4,025 square foot tract of land described in Right of Way Deed to the City of Lewisville, as recorded in County Clerk's Document No. 00-R0055692 in the Deed Records of Denton County, Texas (D.R.D.C.T.), and being on the north right-of-way line of Midway Road (variable width right-of-way);

THENCE North 89 degree 48 minutes 39 seconds West, along the north line of said 4,025 square foot tract, a distance of 25.00 feet for the POINT OF BEGINNING;

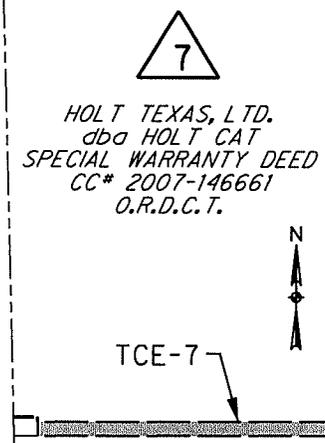
THENCE North 01 degrees 31 minutes 08 seconds West, departing said north line, a distance of 15.00 feet to a point for corner;

THENCE North 89 degree 48 minutes 39 seconds East, a distance of 319.52 feet to a point for corner on the common line between the east line of said Tract 1 and the west line of that tract of land described in Executor's Special Warranty Deed to Billy Myers, as Trustee of the Claudia Juanita Myers' Grandchildren's Trust Agreement, as recorded in Volume 2653, Page 463 in the Deed Records of Denton County, Texas (D.R.D.C.T.), being a part of that same 14.63 acre tract of land as described in Special Warranty Deed to Sean Michael Myers, 1/10<sup>th</sup> undivided interest, as recorded in County Clerk's Document No. 2013-100261 in the Official Records of Denton County, Texas;

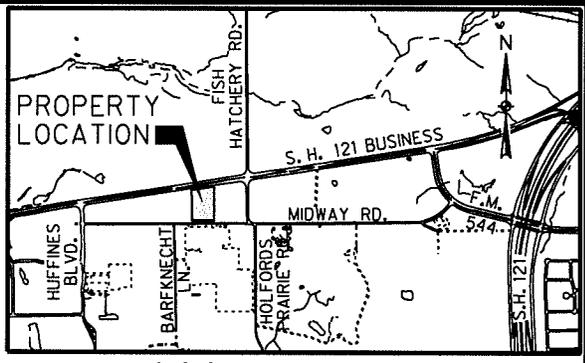
THENCE South 00 degrees 04 minutes 03 seconds West, along said common line, a distance of 15.00 feet to a point for the southwest corner of said Myers tract, being on the north line of said 4,025 square foot tract;

THENCE South 89 degrees 48 minutes 39 seconds West, departing said common line and along the north line of said 4,025 square foot tract, a distance of 319.10 feet to the POINT OF BEGINNING AND CONTAINING 5,289 square feet or 0.1214 acres of land, more or less.

A plat accompanies this legal description.

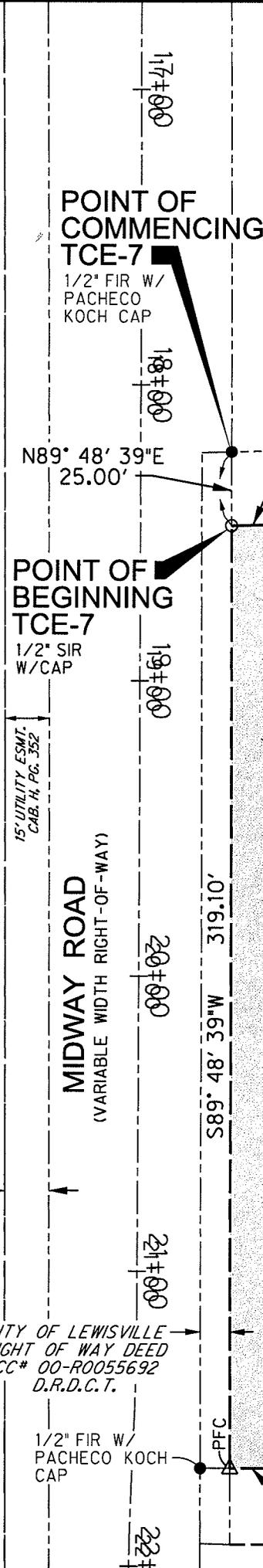


**PARENT TRACT**  
SCALE: 1"=200'



**LOCATION MAP**  
N.T.S.

LOT 2  
LOTS 1 & 2, BLOCK A,  
RIVERVIEW ADDITION  
CAB. N, PG. 345  
P.R.D.C.T.



**POINT OF BEGINNING TCE-7**  
1/2" SIR W/CAP

**POINT OF COMMENCING TCE-7**  
1/2" FIR W/ PACHECO KOCH CAP

**TRACT TCE-7**  
4,790 SF  
0.1100 ACRE

**TRACT 1**  
HOLT TEXAS, LTD.  
dba HOLT CAT  
SPECIAL WARRANTY DEED  
CC# 2007-146661  
O.R.D.C.T.

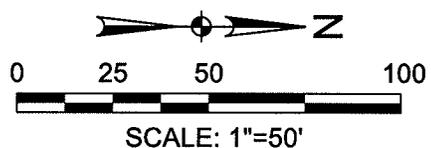
SAMUEL M. HAYDEN SURVEY  
ABSTRACT NO. 537

METRO AUTO AUCTION  
DALLAS ADDITION  
CC# 2011-41  
P.R.D.C.T.

DAA DEVELOPMENT, INC.  
SPECIAL WARRANTY DEED  
CC# 2010-13592  
CC# 2010-61823  
O.R.D.C.T.

TEMPORARY CONSTRUCTION EASEMENT BY SEPARATE INSTRUMENT (TYP.)

CITY OF LEWISVILLE  
RIGHT OF WAY DEED  
CC# 00-R0055692  
D.R.D.C.T.



BILLY JIM MYERS, TRUSTEE  
EXECUTORS' SPECIAL WARRANTY DEED  
VOL. 2653, PG. 436  
D.R.D.C.T.

A LEGAL DESCRIPTION ACCOMPANIES THIS PLAT.

**EXHIBIT "B"**

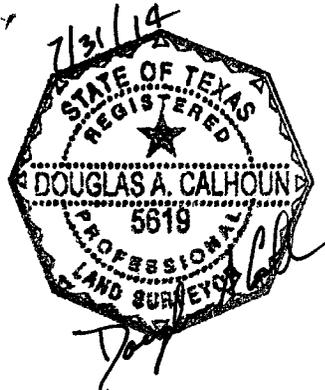
**0.1100 ACRE TEMPORARY CONSTRUCTION EASEMENT (TCE-7)**

OUT OF THE  
SAMUEL M. HAYDEN SURVEY  
ABSTRACT NO. 537  
CITY OF LEWISVILLE  
DENTON COUNTY, TEXAS

**LEGEND**

- TEMPORARY CONSTRUCTION EASEMENT
- EXISTING PROPERTY LINE
- NEW RIGHT-OF-WAY LINE
- FOUND IRON ROD (UNLESS NOTED OTHERWISE)
- POINT FOR A CORNER
- 1/2" SET IRON ROD W/ BLUE PLASTIC CAP STAMPED "HALF ESMT"

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM NAD 83, NORTH CENTRAL ZONE (4202), BASED ON CITY OF LEWISVILLE MONUMENTS 13 AND 33 OBSERVED BY GPS USING WESTERN DATA SYSTEMS DALLAS/FORT WORTH AREA RTK COOPERATIVE NETWORK ON 7/22/2013, CONVERGENCE ANGLE FOR CITY OF LEWISVILLE MONUMENT 13 IS 00 DEGREES 51 MINUTES 28.46486 SECONDS, ACCORDING TO CORPSCON V6.0.1 AS PROVIDED BY THE U.S. ARMY CORPS OF ENGINEERS. COORDINATES SHOWN ARE GRID COORDINATES, DISTANCES SHOWN ARE SURFACE DISTANCES, SCALE FACTOR IS 1.00015063.



TEMPORARY CONSTRUCTION EASEMENT		
FILE: EXH07-HOLT-CAT-TCE7-29603.dgn		
DATE: JUNE 2014	AVO: 29603	PAGE 2 of 2

I, Douglas A. Calhoun, Registered Professional Land Surveyor, do hereby certify that this parcel was prepared from a survey made on the ground under my supervision and direction.

8/27/2014 7:57:59 AM ah1731 HALFF I:\290003a\29603\CADD\Sheets\Legal Exhibits\EXH07-HOLT-CAT-TCE7-29603.dgn Sheet

EXHIBIT "A"  
TRACT 8  
DRAINAGE EASEMENT

BEING a tract of land in the Samuel M. Hayden Survey, Abstract No. 537 in the City of Lewisville, Denton County, Texas, being a part of that 14.63 acre tract of land described in Executor's Special Warranty Deed to Billy Myers, as Trustee of the Claudia Juanita Myers' Grandchildren's Trust Agreement, as recorded in Volume 2653, Page 463 in the Deed Records of Denton County, Texas (D.R.D.C.T.), being a part of that same 14.63 acre tract of land as described in Special Warranty Deed to Sean Michael Myers, 1/10<sup>th</sup> undivided interest, as recorded in County Clerk's Document No. 2013-100261 in the Official Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2-inch found iron rod with cap stamped "PACHECO KOCH" for the common southwest corner of said 14.63 acre tract of land and the southeast corner of Tract 1 as described in Special Warranty Deed to Holt Texas, Ltd. dba Holt Cat, as recorded in County Clerk's Document No. 2007-146661 in the Official Records of Denton County, Texas, being on the north right-of-way line of Midway Road (variable width right-of-way);

THENCE North 00 degrees 04 minutes 03 seconds East, along the common line between the west line of said Myers tract and the east line of said Tract 1, a distance of 10.00 feet to a 1/2-inch set iron rod with blue plastic cap stamped "HALFF ESMT" (hereinafter referred to as "with blue cap") for the POINT OF BEGINNING, being on the north line of that 4,025 square foot tract of land described in Right of Way Deed to the City of Lewisville as recorded in County Clerk's Document No. 00-R0055692 D.R.D.C.T.;

THENCE North 00 degrees 04 minutes 03 seconds East, continuing along said common line, a distance of 20.00 feet to a 1/2-inch set iron rod with blue cap for corner;

THENCE North 89 degrees 48 minutes 39 seconds East, departing said common line, a distance of 25.83 feet to a 1/2-inch set iron rod with blue cap for corner;

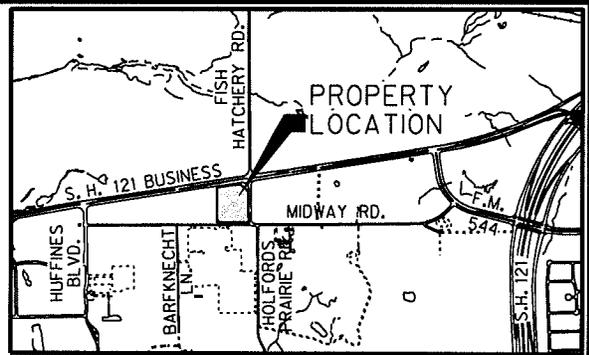
THENCE South 00 degrees 04 minutes 03 seconds East, a distance of 20.00 feet to a point for the northeast corner of said 4,025 square foot tract of land;

THENCE South 89 degrees 48 minutes 39 seconds West, along the north line of said 4,025 square foot tract of land, a distance of 25.83 feet to the POINT OF BEGINNING AND CONTAINING 517 square feet or 0.0119 acres of land, more or less.

A plat accompanies this legal description.

**DISTANCE/BEARING TABLE**

L1	N00° 04' 03"E 10.00'
L2	N00° 04' 03"E 20.00'
L3	N89° 48' 39"E 25.83'
L4	S00° 02' 31"E 20.00'
L5	S89° 48' 39"W 25.83'



**LOCATION MAP**  
N.T.S.

8

*EXECUTORS' SPECIAL WARRANTY DEED  
BILLY JIM MYERS, AS TRUSTEE  
TO THE CLAUDA JUANITA MYERS'  
GRANDCHILDREN'S TRUST  
AGREEMENT  
14.63 ACRES  
VOL. 2653 PG. 463  
D.R.D.C.T.*

*SEAN MICHEAL MYERS  
1/10TH UNDIVIDED INTEREST  
DOC. No. 2013-100261  
O.R.D.C.T.*

DE-8

**PARENT TRACT**  
SCALE: 1"=200'

*HOLT TEXAS, LTD. dba HOLT CAT  
SPECIAL WARRANTY DEED  
CC# 2007-146661  
O.R.D.C.T.*

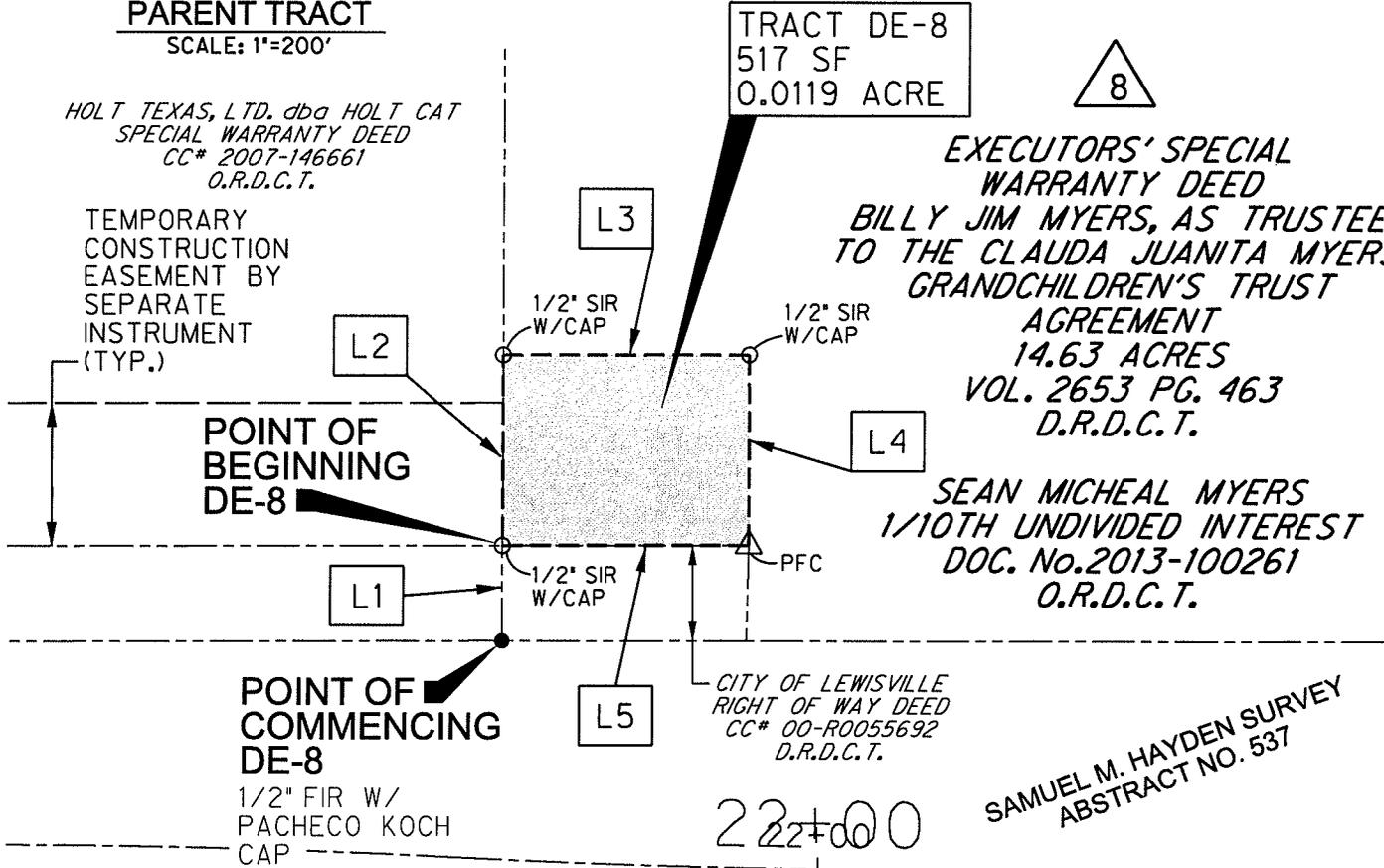
TEMPORARY  
CONSTRUCTION  
EASEMENT BY  
SEPARATE  
INSTRUMENT  
(TYP.)

TRACT DE-8  
517 SF  
0.0119 ACRE

8

*EXECUTORS' SPECIAL WARRANTY DEED  
BILLY JIM MYERS, AS TRUSTEE  
TO THE CLAUDA JUANITA MYERS'  
GRANDCHILDREN'S TRUST  
AGREEMENT  
14.63 ACRES  
VOL. 2653 PG. 463  
D.R.D.C.T.*

*SEAN MICHEAL MYERS  
1/10TH UNDIVIDED INTEREST  
DOC. No. 2013-100261  
O.R.D.C.T.*



*SAMUEL M. HAYDEN SURVEY  
ABSTRACT NO. 537*

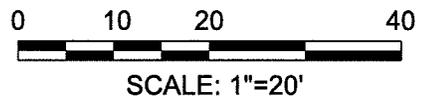
222±00

**MIDWAY ROAD**  
(VARIABLE WIDTH RIGHT-OF-WAY)

15' UTILITY ESMT.  
CAB. H, PG. 352

*METRO AUTO AUCTION  
DALLAS ADDITION  
CC# 2011-41  
P.R.D.C.T.*

*DAA DEVELOPMENT, INC.  
SPECIAL WARRANTY DEED  
CC# 2010-13592  
CC# 2010-61823  
O.R.D.C.T.*



SCALE: 1"=20'

A LEGAL DESCRIPTION ACCOMPANIES THIS PLAT.

**EXHIBIT 'B'**

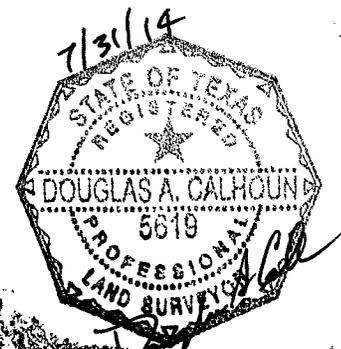
**0.0119 ACRE DRAINAGE EASEMENT (DE-8)**

OUT OF THE  
**SAMUEL M. HAYDEN SURVEY  
ABSTRACT NO. 537**  
**CITY OF LEWISVILLE  
DENTON COUNTY, TEXAS**

**LEGEND**

- DRAINAGE EASEMENT
- EXISTING PROPERTY LINE
- NEW RIGHT-OF-WAY LINE
- FIR
- PFC
- 1/2" SIR W/CAP
- 1/2" SET IRON ROD W/BLUE PLASTIC CAP STAMPED "HALFF ESMT"

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM NAD 83, NORTH CENTRAL ZONE (4202), BASED ON CITY OF LEWISVILLE MONUMENTS 13 AND 33 OBSERVED BY GPS USING WESTERN DATA SYSTEMS DALLAS/FORT WORTH AREA RTK COOPERATIVE NETWORK ON 7/22/2013, CONVERGENCE ANGLE FOR CITY OF LEWISVILLE MONUMENT 13 IS 00 DEGREES 51 MINUTES 28.46486 SECONDS, ACCORDING TO CORPSCON V6.0.1 AS PROVIDED BY THE U.S. ARMY CORPS OF ENGINEERS. COORDINATES SHOWN ARE GRID COORDINATES, DISTANCES SHOWN ARE SURFACE DISTANCES, SCALE FACTOR IS 1.00015063.



I, Douglas A. Calhoun, Registered Professional Land Surveyor, do hereby certify that this parcel was prepared from a survey made on the ground under my supervision and direction.

**DRAINAGE EASEMENT**

FILE: EXH08-MYERS-DE8-29603.dgn

DATE: JUNE 2014

AVO: 29603

PAGE 2 of 2



TBPLS FIRM NO. 10029805  
4000 FOSSIL CREEK BLVD  
FORT WORTH, TEXAS 76137-2797  
TEL (817) 847-1422  
FAX (817) 232-9784

8/27/2014 7:58:13 AM ah1731 HALFF I:\296003\29603\CADD\Sheets\Legal Exhibits\EXH08-MYERS-DE8-29603.dgn Sheet SW HP9040 MON FS FW.plt

EXHIBIT "A"  
TRACT 9  
TEMPORARY CONSTRUCTION EASEMENT

BEING a tract of land in the Samuel M. Hayden Survey, Abstract No. 537 in the City of Lewisville, Denton County, Texas, being a part of that tract of land described in Special Warranty Deed to Pavex, Inc., as recorded in Volume 3115, Page 444 in the Deed Records of Denton County, Texas, and being a part of Pavex Addition, an addition to the City of Lewisville, Denton County, Texas, as recorded in Cabinet I, Page 13 in the Plat Records of Denton County, Texas (P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a 5/8-inch found iron rod with plastic cap stamped "G & A" for the common northeast corner of said Pavex Addition and the northwest corner of Fopin Lewisville Addition, Lot 1, Block A, an addition to the City of Lewisville, Denton County, Texas, as recorded in County Clerk's Document No. 2012-283 P.R.D.C.T., being on the south right-of-way line of Midway Road (variable width right-of-way);

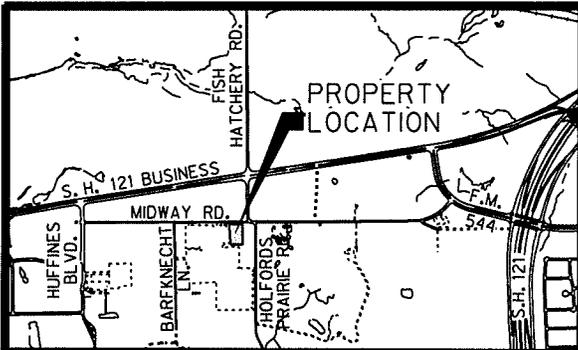
THENCE South 00 degrees 45 minutes 22 seconds East, departing said south right-of-way line and along the common line between the east line of said Pavex Addition and the west line of said Fopin Lewisville Addition, a distance of 15.00 feet to a point for corner;

THENCE South 89 degrees 59 minutes 47 seconds West, departing said common line, a distance of 208.40 feet to a point for corner on the common line between the west line of said Pavex Addition and the east line of Metro Auto Auction Dallas Addition, an addition to the City of Lewisville, Denton County, Texas, as recorded in County Clerk's Document No. 2011-41 P.R.D.C.T.;

THENCE North 04 degrees 15 minutes 23 seconds West, along said common line, a distance of 15.04 feet to a point for the northwest corner of said Pavex Addition, being on said south right-of-way line;

THENCE North 89 degrees 59 minutes 47 seconds East, departing said east line and along said south right-of-way line, a distance of 209.32 feet to the POINT OF BEGINNING AND CONTAINING 3,133 square feet or 0.0719 acres of land, more or less.

A plat accompanies this legal description.

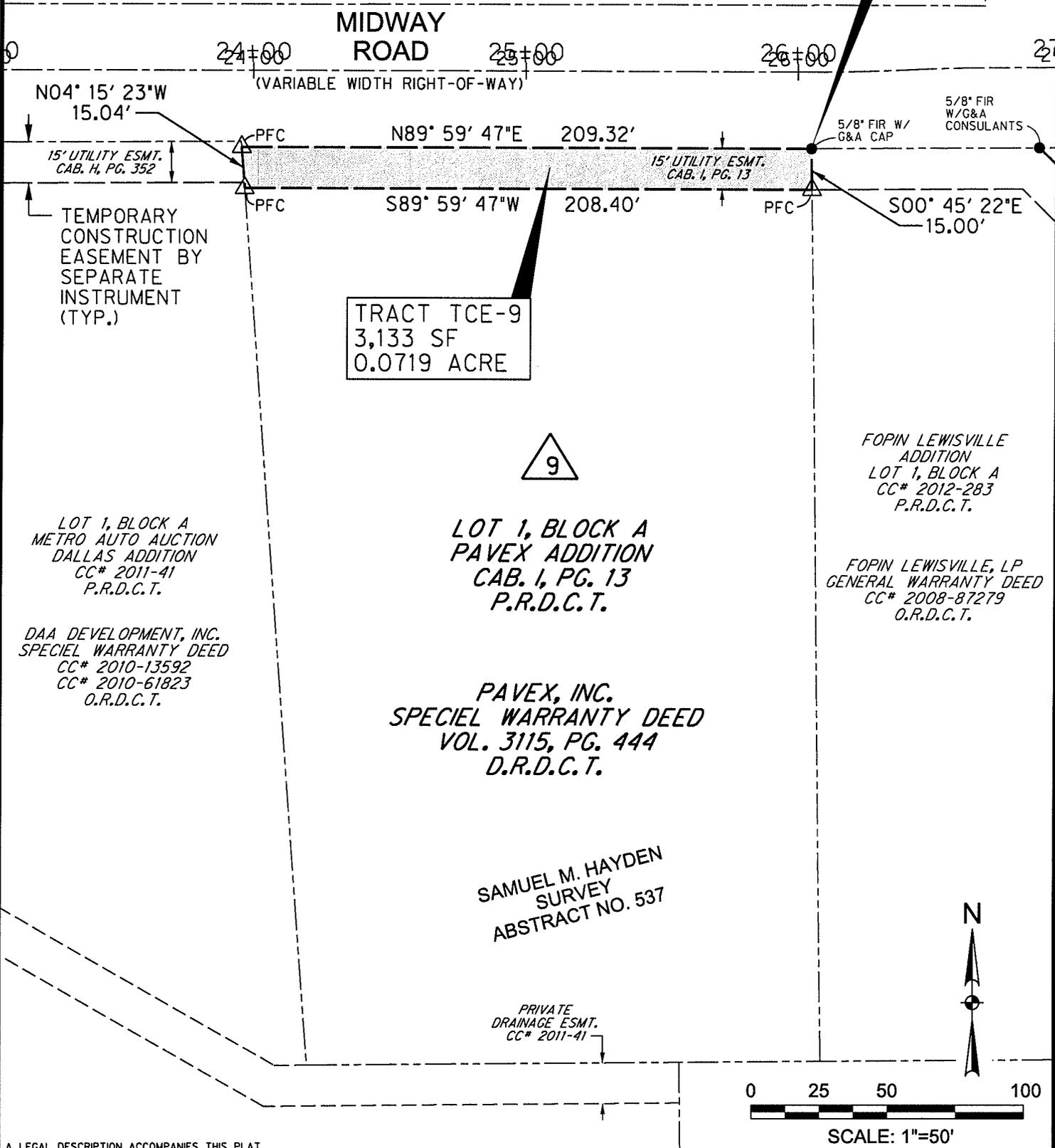


EXECUTORS' SPECIAL WARRANTY DEED  
 BILLY JIM MYERS, AS TRUSTEE  
 TO THE CLAUDIA JUANITA MYERS'  
 GRANDCHILDREN'S TRUST AGREEMENT  
 14.63 ACRES  
 VOL. 2653 PG. 463  
 D.R.D.C.T.

SEAN MICHEAL MYERS  
 1/10TH UNDIVIDED INTEREST  
 DOC. No. 2013-100261  
 O.R.D.C.T.

HOLFORDS  
 PRAIRIE ROAD  
 (EXISTING 50' RIGHT-OF-WAY)

POINT OF  
 BEGINNING  
 TCE-9



TRACT TCE-9  
 3,133 SF  
 0.0719 ACRE

LOT 1, BLOCK A  
 METRO AUTO AUCTION  
 DALLAS ADDITION  
 CC# 2011-41  
 P.R.D.C.T.

LOT 1, BLOCK A  
 PAVEX ADDITION  
 CAB. I, PG. 13  
 P.R.D.C.T.

FOPIN LEWISVILLE  
 ADDITION  
 LOT 1, BLOCK A  
 CC# 2012-283  
 P.R.D.C.T.

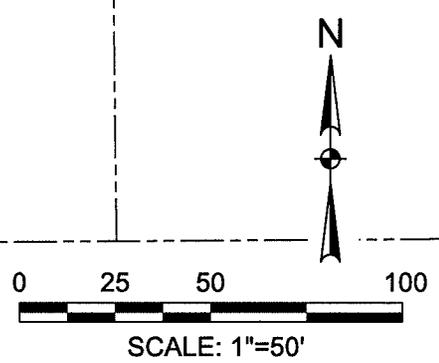
FOPIN LEWISVILLE, LP  
 GENERAL WARRANTY DEED  
 CC# 2008-87279  
 O.R.D.C.T.

DAA DEVELOPMENT, INC.  
 SPECIAL WARRANTY DEED  
 CC# 2010-13592  
 CC# 2010-61823  
 O.R.D.C.T.

PAVEX, INC.  
 SPECIAL WARRANTY DEED  
 VOL. 3115, PG. 444  
 D.R.D.C.T.

SAMUEL M. HAYDEN  
 SURVEY  
 ABSTRACT NO. 537

PRIVATE  
 DRAINAGE ESMT.  
 CC# 2011-41



A LEGAL DESCRIPTION ACCOMPANIES THIS PLAT.

EXHIBIT "B"

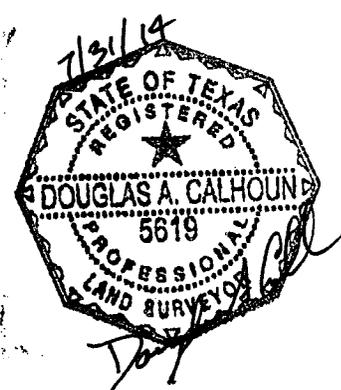
0.0719 ACRE TEMPORARY  
 CONSTRUCTION EASEMENT  
 (TCE-9)

OUT OF THE  
 SAMUEL M. HAYDEN SURVEY  
 ABSTRACT NO. 537  
 CITY OF LEWISVILLE  
 DENTON COUNTY, TEXAS

LEGEND

- TEMPORARY CONSTRUCTION EASEMENT
- EXISTING PROPERTY LINE
- NEW RIGHT-OF-WAY LINE
- FOUND IRON ROD (UNLESS NOTED OTHERWISE)
- POINT FOR A CORNER
- 1/2" SET IRON ROD W/ BLUE PLASTIC CAP STAMPED "HALFF ESMT"

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM NAD 83, NORTH CENTRAL ZONE (4202), BASED ON CITY OF LEWISVILLE MONUMENTS 13 AND 33 OBSERVED BY GPS USING WESTERN DATA SYSTEMS DALLAS/FORT WORTH AREA RTK COOPERATIVE NETWORK ON 7/22/2013, CONVERGENCE ANGLE FOR CITY OF LEWISVILLE MONUMENT 13 IS 00 DEGREES 51 MINUTES 28.46486 SECONDS, ACCORDING TO CORPSCON V6.0.1 AS PROVIDED BY THE U.S. ARMY CORPS OF ENGINEERS. COORDINATES SHOWN ARE GRID COORDINATES, DISTANCES SHOWN ARE SURFACE DISTANCES, SCALE FACTOR IS 1.00015063.



HALFF  
 TBPLS FIRM NO. 10029805  
 4000 FOSSIL CREEK BLVD  
 FORT WORTH, TEXAS 76137-2787  
 TEL (817) 847-1422  
 FAX (817) 232-9784

TEMPORARY CONSTRUCTION EASEMENT		
FILE: EXH09-PAVEX-TCE9-29603.dgn		
DATE: JUNE 2014	AVO: 29603	PAGE 2 of 2

I, Douglas A. Calhoun, Registered Professional Land Surveyor, do hereby certify that this parcel was prepared from a survey made on the ground under my supervision and direction.

8/27/2014 7:58:28 AM a:\1731 HALFF I:\29603\29603\CADD\Sheets\Legal\Exhibit\EXH09-PAVEX-TCE9-29603.dgn Sheet SW HP9040 MON FS FW.plt

EXHIBIT "A"  
TRACT 10  
RIGHT-OF-WAY

BEING a tract of land in the Samuel M. Hayden Survey, Abstract No. 537 in the City of Lewisville, Denton County, Texas, being a part of that tract of land described in General Warranty Deed to Fopin Lewisville, LP, as recorded in County Clerk's Document No. 2008-87279 in the Official Records of Denton County, Texas (O.R.D.C.T.), and being part of Lot 1, Block A of Fopin Lewisville Addition, an addition to the City of Lewisville, Denton County, Texas, as recorded in County Clerk's Document No. 2012-283 in the Plat Records of Denton County, Texas (P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2-inch found iron rod with plastic cap stamped "G & A 4796" for the common southeast corner of said Lot 1, Block A and the northeast corner of Lot 1, Block A of Hurst II Addition, an addition to the City of Lewisville, Denton County, Texas, as recorded in County Clerk's Document No. 99-R0080648 P.R.D.C.T., being at the intersection of the existing west right-of-way line of Holfords Prairie Road (variable width right-of-way) and the new west right-of-way line of Holfords Prairie Road, also being the point of curvature of a circular curve to the left, having a radius of 400.00 feet, whose chord bears North 11 degrees 05 minutes 50 seconds West, a distance of 150.28 feet;

THENCE Northwesterly, departing said existing west right-of-way line and along said new west right-of-way line, and along said circular curve to the left through a central angle of 21 degrees 39 minutes 16 seconds, an arc length of 151.18 feet to a 5/8-inch found iron rod with plastic cap stamped "G & A Consultants" for the point of curvature of a circular curve to the right, having a radius of 460.00 feet, whose chord bears North 11 degrees 31 minutes 21 seconds West, a distance of 166.11 feet;

THENCE Northwesterly, continuing along said new west right-of-way line and along said circular curve to the right through a central angle of 20 degrees 48 minutes 15 seconds, an arc length of 167.03 feet to a 5/8-inch found iron rod with plastic cap stamped "G & A Consultants" for the south end of the new corner clip between said new west right-of-way line and the south right-of-way line of Midway Road (variable width right-of-way);

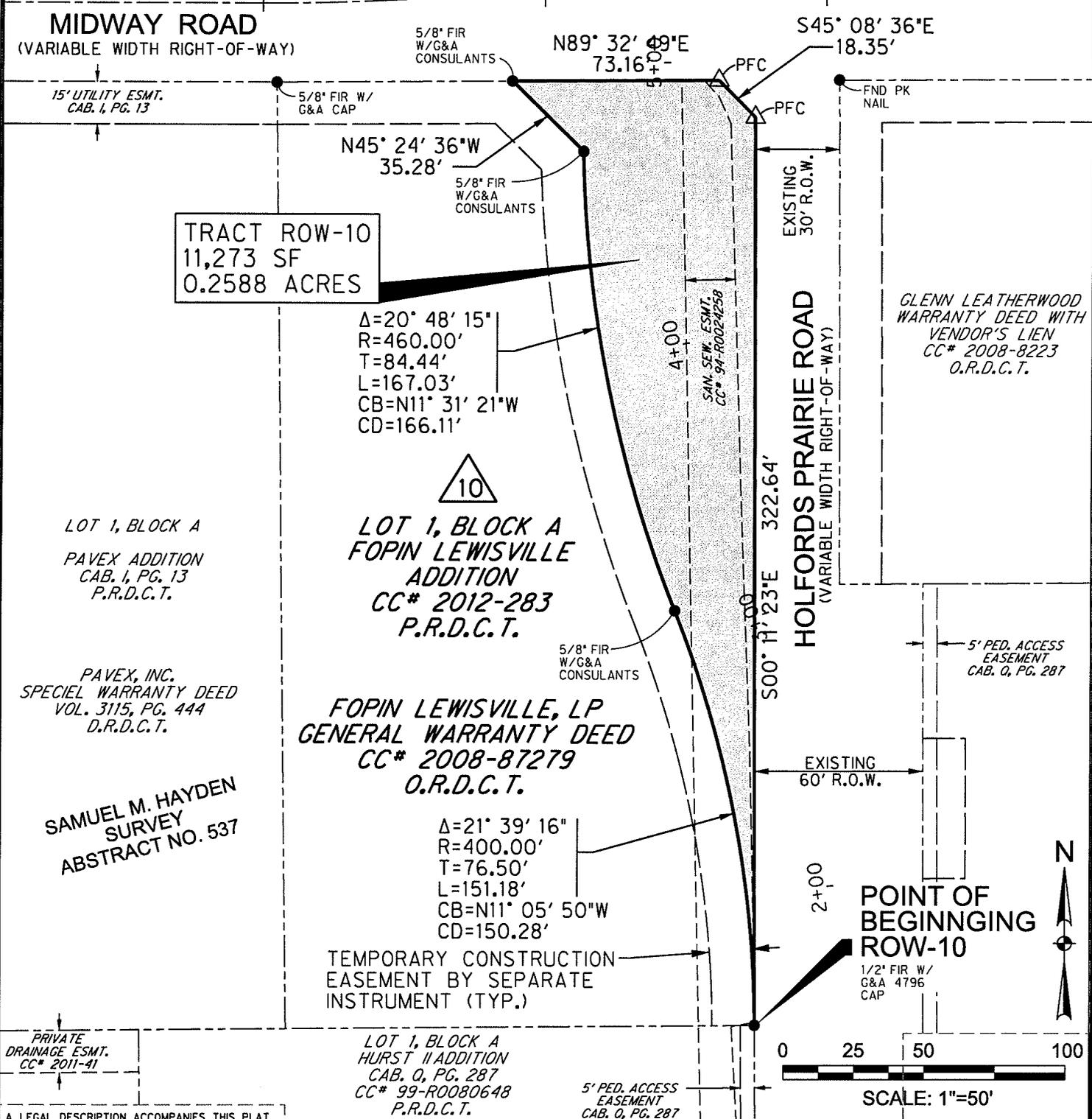
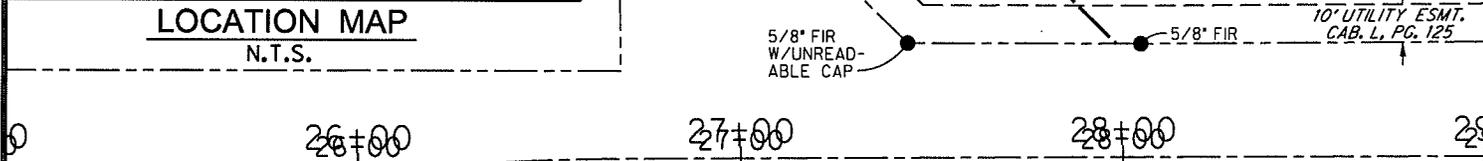
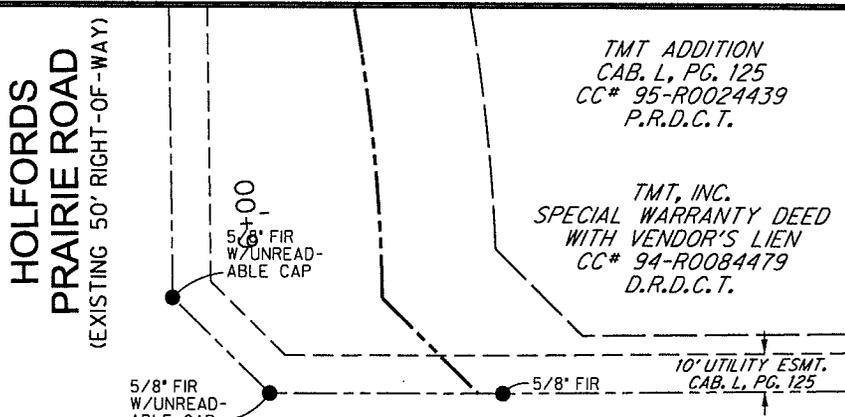
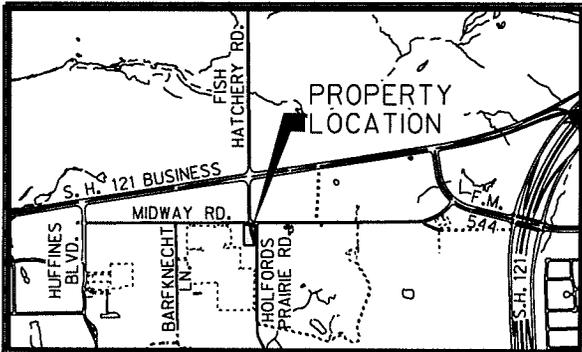
THENCE North 45 degrees 24 minutes 36 seconds West, departing said new west right-of-way line and along said new corner clip, a distance of 35.28 feet to a 5/8-inch found iron rod with plastic cap stamped "G & A Consultants" for the north end of said new corner clip, being on the common line between the north line of said Lot 1, Block A and said south right-of-way line;

THENCE North 89 degrees 32 minutes 49 seconds East, departing said new corner clip and along said common line, a distance of 73.16 feet to a point for the north end of the existing corner clip between the south right-of-way line of Midway Road and the existing west right-of-way line of Holfords Prairie Road;

THENCE South 45 degrees 08 minutes 36 seconds East, departing said common line and along said existing corner clip, a distance of 18.35 feet to a point for the south end of said existing corner clip, being on the common line between the east line of said Lot 1, Block A and the existing west right-of-way line of Holfords Prairie Road;

THENCE South 00 degrees 11 minutes 23 seconds East, departing said existing corner clip and along said common line, a distance of 322.64 feet to the POINT OF BEGINNING AND CONTAINING 11,273 square feet or 0.2588 acres of land, more or less.

A plat accompanies this legal description.



**EXHIBIT "B"**

**0.2588 ACRE  
RIGHT-OF-WAY (ROW-10)**

OUT OF THE  
**SAMUEL M. HAYDEN SURVEY  
ABSTRACT NO. 537**

**CITY OF LEWISVILLE  
DENTON COUNTY, TEXAS**

**LEGEND**

- RIGHT-OF-WAY TRACT
- EXISTING PROPERTY LINE
- CONTROL MONUMENT
- FOUND IRON ROD (UNLESS NOTED OTHERWISE)
- 1/2" SET IRON ROD WITH YELLOW PLASTIC CAP STAMPED "HALFF ASSOC., INC."
- POINT FOR CORNER

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM NAD 83, NORTH CENTRAL ZONE (4202), BASED ON CITY OF LEWISVILLE MONUMENTS 13 AND 33 OBSERVED BY GPS USING WESTERN DATA SYSTEMS DALLAS/FORT WORTH AREA RTK COOPERATIVE NETWORK ON 7/22/2013, CONVERGENCE ANGLE FOR CITY OF LEWISVILLE MONUMENT 13 IS 00 DEGREES 51 MINUTES 28.46486 SECONDS, ACCORDING TO CORPSCON V6.0.1 AS PROVIDED BY THE U.S. ARMY CORPS OF ENGINEERS. COORDINATES SHOWN ARE GRID COORDINATES, DISTANCES SHOWN ARE SURFACE DISTANCES, SCALE FACTOR IS 1.00015063.

**DOUGLAS A. CALHOUN**  
REGISTERED PROFESSIONAL LAND SURVEYOR  
5619

7/31/14

**HALFF**  
TBPLS FIRM NO. 10029805  
4000 FOSSIL CREEK BLVD  
FORT WORTH, TEXAS 76137-2787  
TEL (817) 847-1422  
FAX (817) 232-9784

**RIGHT-OF-WAY**

FILE: EXH10-FOPIN-ROW10-29603.dgn

DATE: JUNE 2014    AVO: 29603    PAGE 2 of 2

I, Douglas A. Calhoun, Registered Professional Land Surveyor, do hereby certify that this parcel was prepared from a survey made on the ground under my supervision and direction.

8/27/2014 7:59:03 AM ah1731 HALFF I:\28000s\28603\CADD\Sheets\Legal\Exhibit\EXH10-FOPIN-ROW10-29603.dgn Sheet SW\_HP9x40\_MON\_FS\_FW.plt

EXHIBIT "A"  
TRACT 10  
TEMPORARY CONSTRUCTION EASEMENT

BEING a tract of land in the Samuel M. Hayden Survey, Abstract No. 537 in the City of Lewisville, Denton County, Texas, being a part of that tract of land described in General Warranty Deed to Fopin Lewisville, LP, as recorded in County Clerk's Document No. 2008-87279 in the Official Records of Denton County, Texas, and being a part of Fopin Lewisville Addition, Lot 1, Block A, an addition to the City of Lewisville, Denton County, Texas, as recorded in County Clerk's Document No. 2012-283 in the Plat Records of Denton County, Texas (P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2-inch found iron rod with plastic cap stamped "G & A 4796" for the common southeast corner of said Fopin Lewisville Addition, Lot 1, Block A and the northeast corner of Lot 1, Block A of Hurst II Addition, an addition to the City of Lewisville, Denton County, Texas, as recorded in County Clerk's Document No. 99-R0080648 P.R.D.C.T., being at the intersection of the existing west right-of-way line of Holfords Prairie Road (variable width right-of-way) and the new west right-of-way line of Holfords Prairie Road;

THENCE South 89 degrees 34 minutes 02 seconds West, departing said west right-of-way line and along the common line between the south line of said Fopin Lewisville Addition, Lot 1, Block A and the north line of Lot 1, Block A of said Hurst II Addition, a distance of 15.07 feet to the point of curvature of a circular curve to the left, having a radius of 385.00 feet, whose chord bears North 11 degrees 05 minutes 37 seconds West, a distance of 144.69 feet;

THENCE Northwesterly, departing said common line and along said circular curve to the left, through a central angle of 21 degrees 39 minutes 43 seconds, an arc length of 145.56 feet to the point of curvature of a circular curve to the right, having a radius of 475.00 feet, whose chord bears North 11 degrees 53 minutes 35 seconds West, a distance of 165.48 feet;

THENCE Northwesterly, along said circular curve to the right, through a central angle of 20 degrees 03 minutes 46 seconds, an arc length of 166.33 feet to a point for corner;

THENCE North 45 degrees 24 minutes 36 seconds West, a distance of 23.00 feet to a point for corner;

THENCE South 89 degrees 32 minutes 49 seconds West, a distance of 77.25 feet to a point for corner on the common line between the west line of said Fopin Lewisville Addition, Lot 1, Block A and the east line of Pavex Addition, an addition to the City of Lewisville, Denton County, Texas, as recorded in Cabinet I, Page 13 P.R.D.C.T.;

THENCE North 00 degrees 45 minutes 22 seconds West, along said common line, a distance of 15.00 feet to a 5/8-inch found iron rod with plastic cap stamped "G & A" for the common northwest corner of said Fopin Lewisville Addition, Lot 1, Block A and the northeast corner of said Pavex Addition, being on the south right-of-way line of Midway Road (variable width right-of-way);

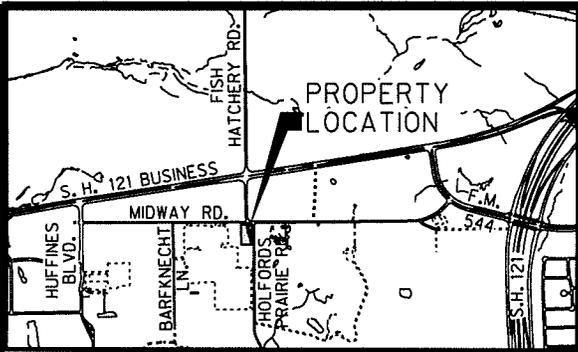
THENCE North 89 degrees 32 minutes 49 seconds East, departing said common line and along said south right-of-way line, a distance of 83.61 feet to a 5/8-inch found iron rod with plastic cap stamped "G & A Consultants" for the north end of the new corner clip between said south right-of-way line and the new west right-of-way line of Holfords Prairie Road;

THENCE South 45 degrees 24 minutes 36 seconds East, departing said south right-of-way line and along said new corner clip, a distance of 35.28 feet to a 5/8-inch found iron rod with plastic cap stamped "G & A Consultants" for the south end of said new corner clip, being the point of curvature of a circular curve to the left, having a radius of 460.00 feet, whose chord bears South 11 degrees 31 minutes 21 seconds East, a distance of 166.11 feet;

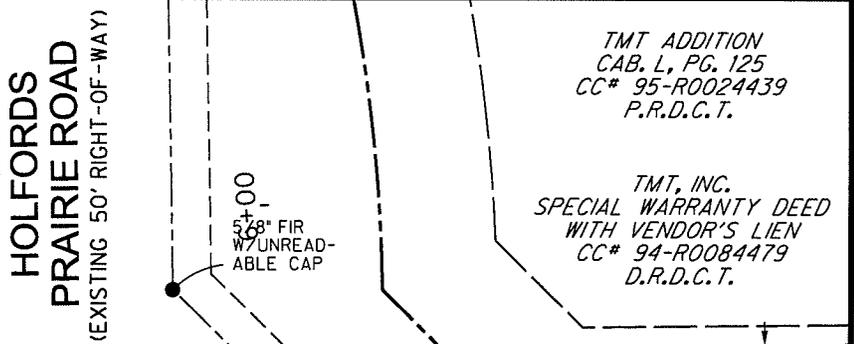
THENCE Southeasterly, departing said new corner clip, along said new west right-of-way line and along said circular curve to the left, through a central angle of 20 degrees 48 minutes 15 seconds, an arc length of 167.03 feet to a 5/8-inch found iron rod with plastic cap stamped "G & A Consultants" for the point of curvature of a circular curve to the right, having a radius of 400.00 feet, whose chord bears South 11 degrees 05 minutes 50 seconds East, a distance of 150.28 feet;

THENCE Southeasterly, continuing along said new west right-of-way line and along said circular curve to the right, through a central angle of 21 degrees 39 minutes 16 seconds, an arc length of 151.18 feet to the POINT OF BEGINNING AND CONTAINING 6,390 square feet or 0.1467 acres of land, more or less.

A plat accompanies this legal description.

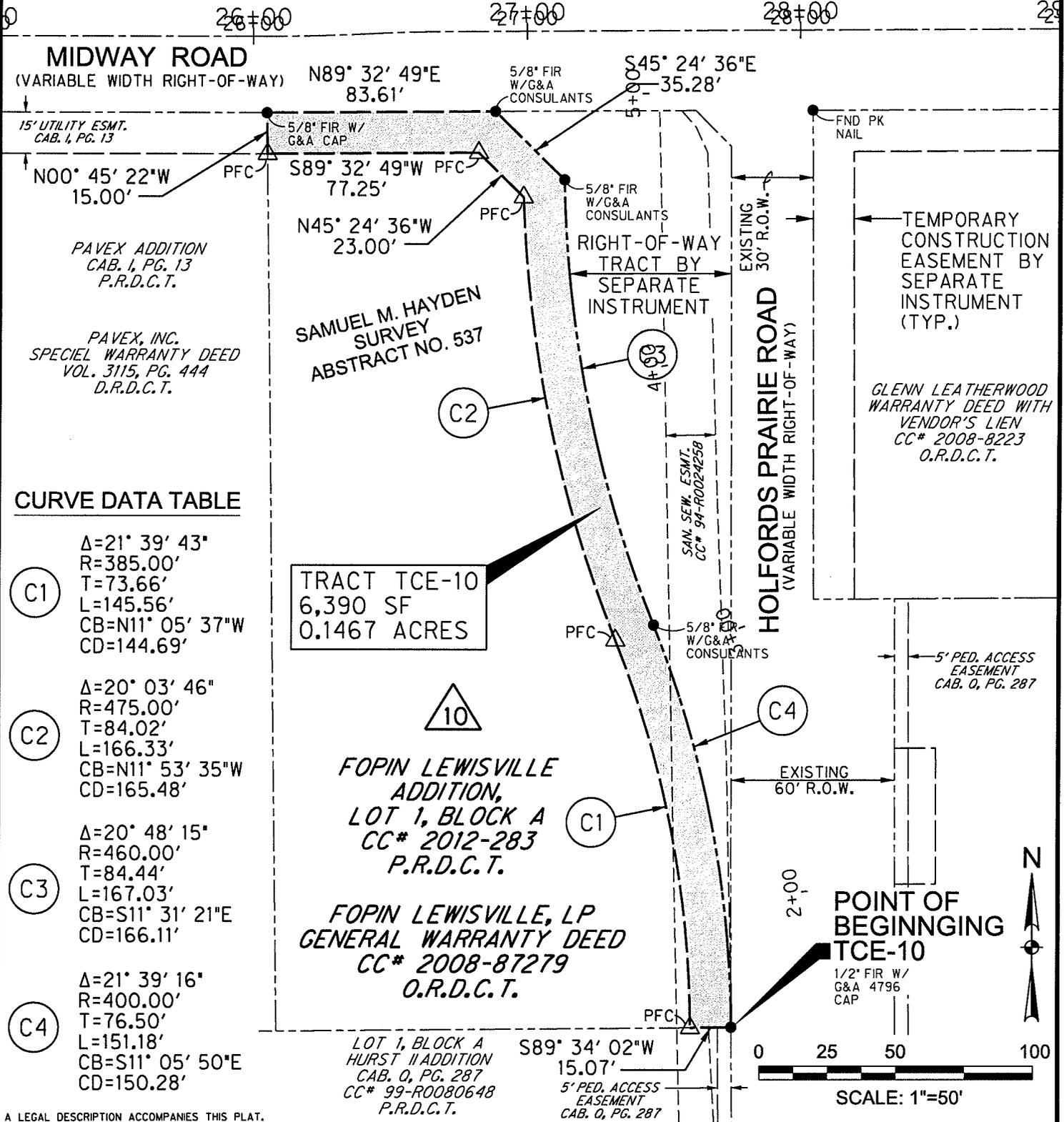


LOCATION MAP  
N.T.S.



TMT ADDITION  
CAB. L, PG. 125  
CC# 95-R0024439  
P.R.D.C.T.

TMT, INC.  
SPECIAL WARRANTY DEED  
WITH VENDOR'S LIEN  
CC# 94-R0084479  
D.R.D.C.T.



MIDWAY ROAD  
(VARIABLE WIDTH RIGHT-OF-WAY)

15' UTILITY ESMT.  
CAB. L, PG. 13

N00° 45' 22"W  
15.00'

PAVEX ADDITION  
CAB. L, PG. 13  
P.R.D.C.T.

PAVEX, INC.  
SPECIAL WARRANTY DEED  
VOL. 3115, PG. 444  
D.R.D.C.T.

CURVE DATA TABLE

(C1) Δ=21° 39' 43"  
R=385.00'  
T=73.66'  
L=145.56'  
CB=N11° 05' 37"W  
CD=144.69'

(C2) Δ=20° 03' 46"  
R=475.00'  
T=84.02'  
L=166.33'  
CB=N11° 53' 35"W  
CD=165.48'

(C3) Δ=20° 48' 15"  
R=460.00'  
T=84.44'  
L=167.03'  
CB=S11° 31' 21"E  
CD=166.11'

(C4) Δ=21° 39' 16"  
R=400.00'  
T=76.50'  
L=151.18'  
CB=S11° 05' 50"E  
CD=150.28'

TRACT TCE-10  
6,390 SF  
0.1467 ACRES

FOPIN LEWISVILLE  
ADDITION,  
LOT 1, BLOCK A  
CC# 2012-283  
P.R.D.C.T.

FOPIN LEWISVILLE, LP  
GENERAL WARRANTY DEED  
CC# 2008-87279  
O.R.D.C.T.

LOT 1, BLOCK A  
HURST II ADDITION  
CAB. O, PG. 287  
CC# 99-R0080648  
P.R.D.C.T.

S89° 34' 02"W  
15.07'  
5' PED. ACCESS  
EASEMENT  
CAB. O, PG. 287

POINT OF BEGINNING  
TCE-10

1/2" FIR W/  
G&A 4796  
CAP

0 25 50 100

SCALE: 1"=50'

A LEGAL DESCRIPTION ACCOMPANIES THIS PLAT.

EXHIBIT "B"

0.1467 ACRE TEMPORARY  
CONSTRUCTION EASEMENT  
(TCE-10)

OUT OF THE

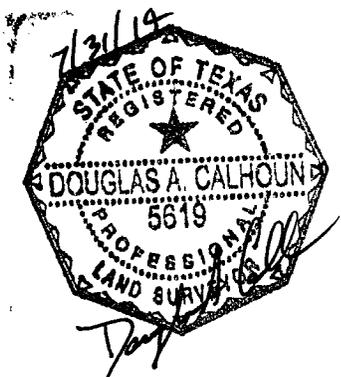
SAMUEL M. HAYDEN SURVEY  
ABSTRACT NO. 537

CITY OF LEWISVILLE  
DENTON COUNTY, TEXAS

LEGEND

- TEMPORARY CONSTRUCTION EASEMENT
- EXISTING PROPERTY LINE
- NEW RIGHT-OF-WAY LINE
- FOUND IRON ROD (UNLESS NOTED OTHERWISE)
- POINT FOR A CORNER
- 1/2" SET IRON ROD W/ BLUE PLASTIC CAP STAMPED "HALFF ESMT"

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM NAD 83, NORTH CENTRAL ZONE (4202), BASED ON CITY OF LEWISVILLE MONUMENTS 13 AND 33 OBSERVED BY GPS USING WESTERN DATA SYSTEMS DALLAS/FORT WORTH AREA RTK COOPERATIVE NETWORK ON 7/22/2013, CONVERGENCE ANGLE FOR CITY OF LEWISVILLE MONUMENT 13 IS 00 DEGREES 51 MINUTES 28.46486 SECONDS, ACCORDING TO CORPSCON V6.0.1 AS PROVIDED BY THE U.S. ARMY CORPS OF ENGINEERS. COORDINATES SHOWN ARE GRID COORDINATES, DISTANCES SHOWN ARE SURFACE DISTANCES, SCALE FACTOR IS 1.00015063.



I, Douglas A. Calhoun, Registered Professional Land Surveyor, do hereby certify that this parcel was prepared from a survey made on the ground under my supervision and direction.



TBPLS FIRM NO. 10029805  
4000 FOSSIL CREEK BLVD  
FORT WORTH, TEXAS 76137-2797  
TEL (817) 847-1422  
FAX (817) 232-9784

TEMPORARY CONSTRUCTION EASEMENT

FILE: EXH10-FOPIN-TCE10-29603.dgn

DATE: JUNE 2014

AVO: 29603

PAGE 3 of 3

EXHIBIT "A"  
TRACT 11  
RIGHT-OF-WAY

BEING a tract of land in the Samuel M. Hayden Survey, Abstract No. 537 in the City of Lewisville, Denton County, Texas, being a part of that tract of land described in Special Warranty Deed with Vendor's Lien to TMT, Inc., as recorded in County Clerk's Document No. 94-R0084479 in the Deed Records of Denton County, Texas, and being part of Lot 1, Block A and Lot 2, Block A of TMT Addition, an addition to the City of Lewisville, Denton County, Texas, as recorded in County Clerk's Document No. 95-R0024439 in the Plat Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch found iron rod with plastic cap (unreadable) at the north end of the existing corner clip between the intersection of the existing east right-of-way line of Holfords Prairie Road and the north right-of-way line of Midway Road, being on the west line of said TMT Addition;

THENCE North 01 degree 00 minutes 49 seconds West, departing said corner clip and along the common line between said existing east right-of-way line and the west line of said TMT Addition, a distance of 300.76 feet to set "X" cut for the point of curvature of a circular curve to the left, not tangent to the preceding coarse, having a radius of 400.00 feet, whose chord bears South 11 degrees 17 minutes 50 seconds East, a distance of 142.82 feet, being at the intersection of said existing east right-of-way line with the new east right-of-way line of Holfords Prairie Road;

THENCE Southeasterly, departing said existing east right-of-way line and along said new east right-of-way line, and along said circular curve to the left through a central angle of 20 degrees 34 minutes 02 seconds, an arc length of 143.59 feet to a set PK nail for the point of curvature of a circular curve to the right, having a radius of 460.00 feet, whose chord bears South 11 degrees 19 minutes 56 seconds East, a distance of 163.69 feet;

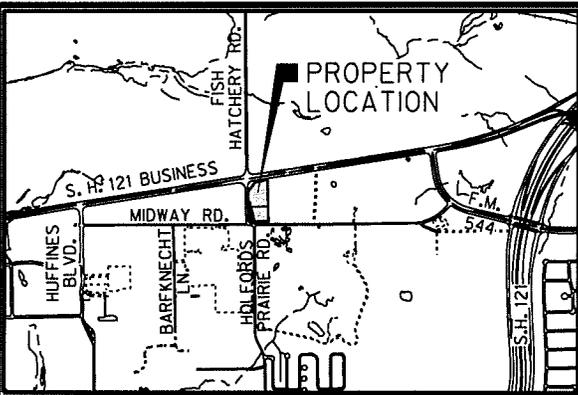
THENCE Southeasterly, continuing along said new east right-of-way line and along said circular curve to the right through a central angle of 20 degrees 29 minutes 50 seconds, an arc length of 164.56 feet to a 1/2-inch set iron rod with yellow plastic cap stamped "HALFF ASSOC. INC." (hereinafter referred to as "with cap") for the north end of the new corner clip between said new east right-of-way line and the north right of way line of Midway Road;

THENCE South 45 degrees 21 minutes 57 seconds East, departing said new east right-of-way line and along said new corner clip, a distance of 35.47 feet to a 1/2-inch set iron rod with cap for the south end of said new corner clip, being on the common line between the north right-of-way line of Midway Road and the south line of said TMT Addition;

THENCE South 89 degrees 49 minutes 11 seconds West, departing said new corner clip and along said common line, a distance of 54.61 feet to a 5/8-inch found iron rod with plastic cap (unreadable) at the south end of said existing corner clip;

THENCE North 45 degrees 35 minutes 49 seconds West, departing said common line and along said existing corner clip, a distance of 35.62 feet to the POINT OF BEGINNING AND CONTAINING 9,793 square feet or 0.2248 acres of land, more or less.

A plat accompanies this legal description.



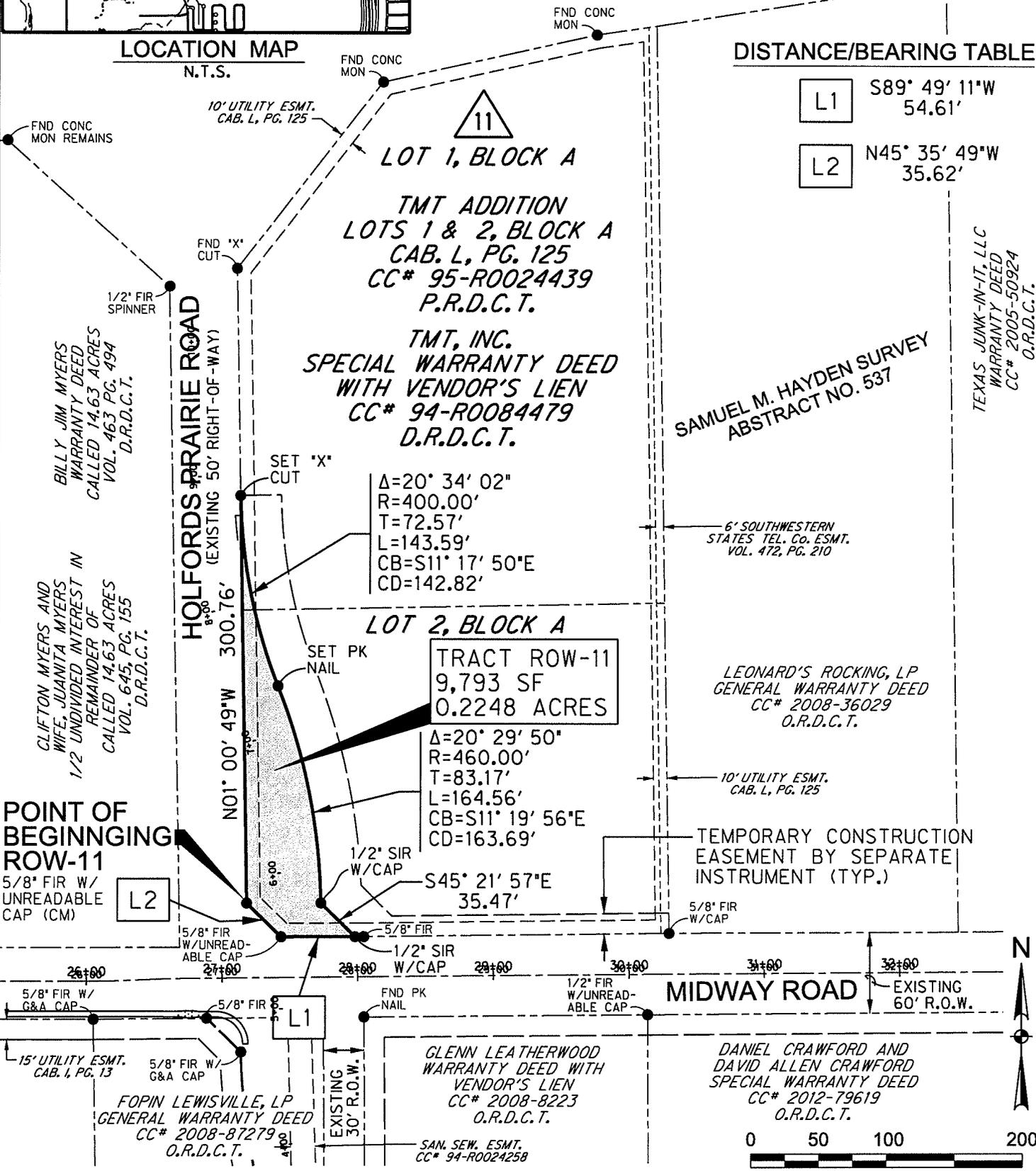
**LOCATION MAP**

N.T.S.

**SH-121 BUSINESS**  
(VARIABLE WIDTH RIGHT-OF-WAY)

**DISTANCE/BEARING TABLE**

L1	S89° 49' 11"W 54.61'
L2	N45° 35' 49"W 35.62'



SW HP9040 MON FS FW.plt

Sheet I:\29000s\29603\CADD\Sheets\legal Exhibit\EXH11-TMT-ROW11-29603.dgn

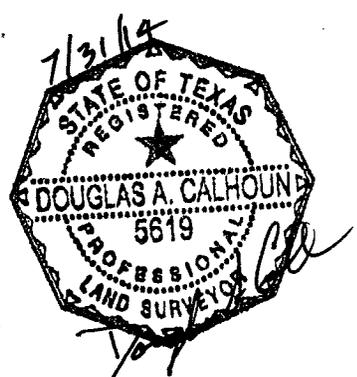
A LEGAL DESCRIPTION ACCOMPANIES THIS PLAT.

**EXHIBIT 'B'**  
**0.2248 ACRE**  
**RIGHT-OF-WAY (ROW-11)**

OUT OF THE  
**SAMUEL M. HAYDEN SURVEY**  
ABSTRACT NO. 537  
**CITY OF LEWISVILLE**  
DENTON COUNTY, TEXAS



FILE: EXH11-TMT-ROW11-29603.dgn  
DATE: JUNE 2014 AVO: 29603 PAGE 2 of 2



I, Douglas A. Calhoun, Registered Professional Land Surveyor, do hereby certify that this parcel was prepared from a survey made on the ground under my supervision and direction.

TEXAS JUNK-IN-IT, LLC  
WARRANTY DEED  
CC# 2005-50924  
O.R.D.C.T.

SAMUEL M. HAYDEN SURVEY  
ABSTRACT NO. 537

LEONARD'S ROCKING, LP  
GENERAL WARRANTY DEED  
CC# 2008-36029  
O.R.D.C.T.

GLENN LEATHERWOOD  
WARRANTY DEED WITH  
VENDOR'S LIEN  
CC# 2008-8223  
O.R.D.C.T.

DANIEL CRAWFORD AND  
DAVID ALLEN CRAWFORD  
SPECIAL WARRANTY DEED  
CC# 2012-79619  
O.R.D.C.T.

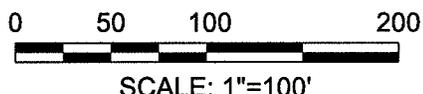


EXHIBIT "A"  
TRACT 11  
TEMPORARY CONSTRUCTION EASEMENT

BEING a tract of land in the Samuel M. Hayden Survey, Abstract No. 537 in the City of Lewisville, Denton County, Texas, being a part of that tract of land described in Special Warranty Deed with Vendor's Lien to TMT, Inc., as recorded in County Clerk's Document No. 94-R0084479 in the Deed Records of Denton County, Texas, and being part of Lot 1, Block A and Lot 2, Block A of TMT Addition, an addition to the City of Lewisville, Denton County, Texas, as recorded in County Clerk's Document No. 95-R0024439 in the Plat Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch found iron rod with plastic cap stamped "CLARK GEOGRAM" for the southeast corner of said TMT Addition and the southwest corner of that tract of land described in General Warranty Deed to Leonard's Rocking, LP, as recorded in County Clerk's Document No. 2008-36029 in the Official Records of Denton County, Texas, being on the north right-of-way line of Midway Road (variable width right-of-way);

THENCE South 89 degrees 20 minutes 21seconds West, along said north right-of-way line, a distance of 224.80 feet to 5/8-inch found iron rod for corner;

THENCE South 89 degrees 49 minutes 11 seconds West, continuing along said north right-of-way line, a distance of 6.56 feet to a 1/2-inch set iron rod with yellow plastic cap stamped "HALFF ASSOC. INC." (hereinafter referred to as "with cap") for corner at the south end of the new corner clip between said north right-of-way line and the new east right-of-way line of Holfords Prairie Road;

THENCE North 45 degrees 21 minutes 57 seconds West, departing said north right-of-way line and along said corner clip, a distance of 35.47 feet to a 1/2-inch set iron rod with cap for the north end of said new corner clip, being the point of curvature of a circular curve to the left, having a radius of 460.00 feet, whose chord bears North 11 degrees 19 minutes 56 seconds West, a distance of 163.69 feet;

THENCE Northwesterly, departing said new corner clip, along said new east right-of-way line and along said circular curve to the left, through a central angle of 20 degrees 29 minutes 50 seconds, an arc length of 164.56 feet to a set PK nail for the point of curvature of a circular curve to the right, having a radius of 400.00 feet, whose chord bears North 11 degrees 17 minutes 50 seconds West, a distance of 142.82 feet;

THENCE Northwesterly, continuing along said new east right-of-way line and along said circular curve to the right, through a central angle of 20 degrees 34 minutes 02 seconds, an arc length of 143.59 feet to a set "X" cut at the intersection of said new east right-of-way line with the existing east right-of-way line of Holfords Prairie Road;

THENCE North 88 degrees 59 minutes 11 seconds East, departing said east right-of-way line, a distance of 30.00 feet to the point of curvature of a circular curve to the left, having a radius of 370.00 feet, whose chord bears South 11 degrees 17 minutes 50 seconds East, a distance of 132.11 feet;

THENCE Southeasterly, along said circular curve to the left, through a central angle of 20 degrees 34 minutes 02 seconds, an arc length of 132.82 feet to the point of curvature of a circular curve to the right, having a radius of 490.00 feet, whose chord bears South 12 degrees 03 minutes 19 seconds East, a distance of 162.18 feet;

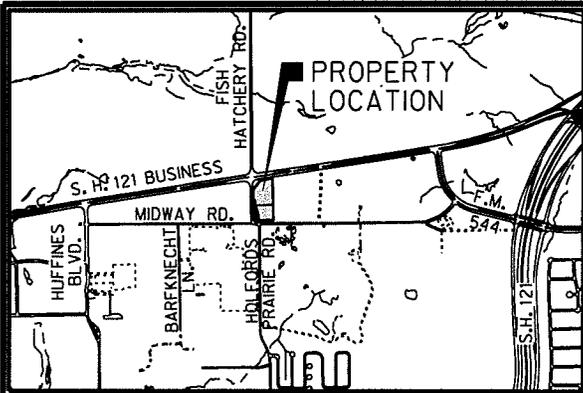
THENCE Southeasterly, along said circular curve to the right, through a central angle of 19 degrees 03 minutes 04 seconds, an arc length of 162.93 feet to a point for corner;

THENCE South 45 degrees 21 minutes 57 seconds East, a distance of 32.15 feet to a point for corner;

THENCE North 89 degrees 20 minutes 21 seconds East, a distance of 203.86 feet to a point for corner;

THENCE South 00 degrees 57 minutes 33 seconds East, a distance of 15.00 feet to the POINT OF BEGINNING AND CONTAINING 13,337 square feet or 0.3062 acres of land, more or less.

A plat accompanies this legal description.



**LOCATION MAP**

N.T.S.

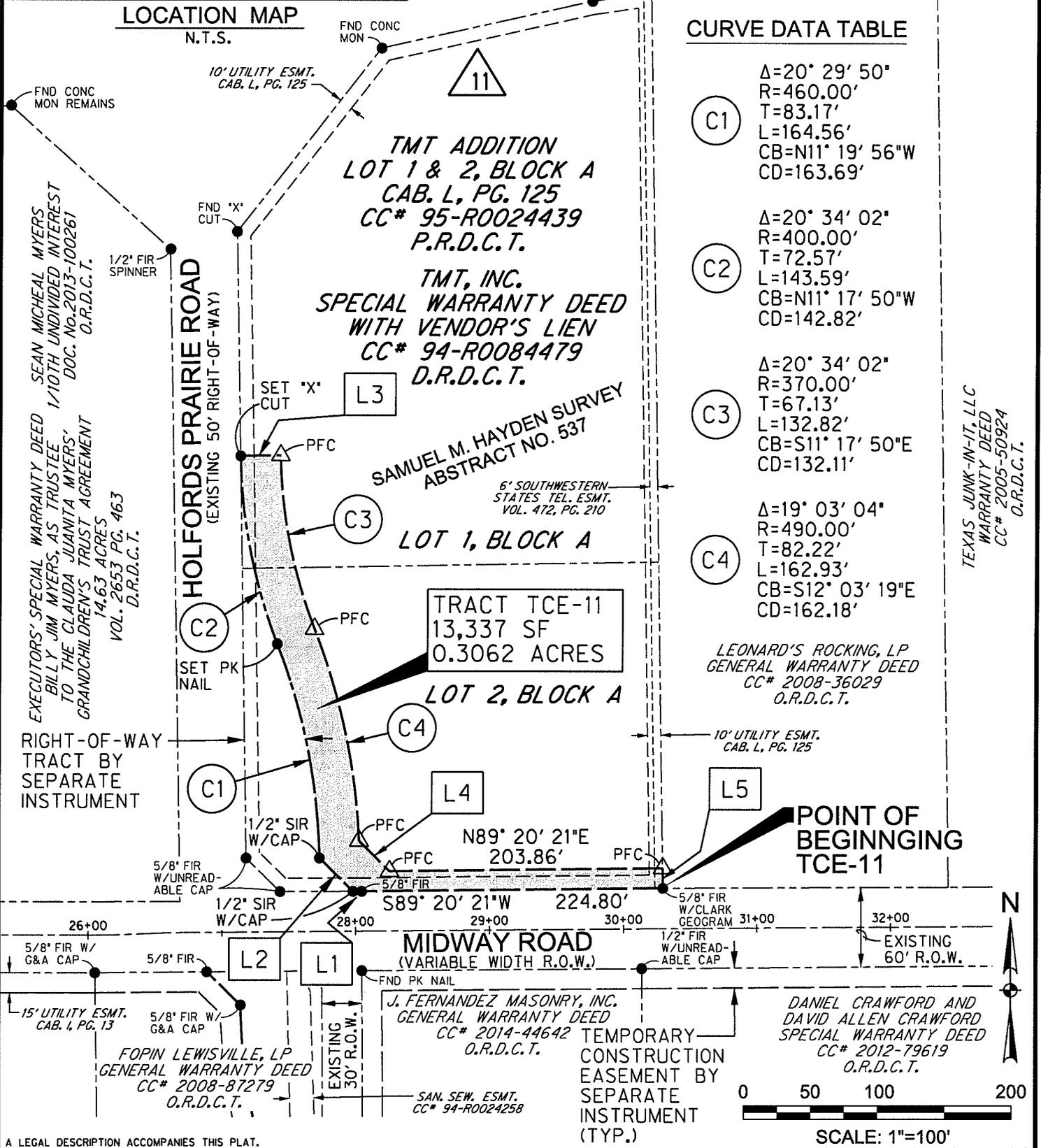
**DISTANCE/BEARING TABLE**

L1	S89° 49' 11"W 6.56'	L4	S45° 21' 57"E 32.15'
L2	N45° 21' 57"W 35.47'	L5	S00° 57' 33"E 15.00'
L3	N88° 59' 11"E 30.00'		

**SH-121 BUSINESS**  
(VARIABLE WIDTH RIGHT-OF-WAY)

**CURVE DATA TABLE**

C1	Δ=20° 29' 50" R=460.00' T=83.17' L=164.56' CB=N11° 19' 56"W CD=163.69'
C2	Δ=20° 34' 02" R=400.00' T=72.57' L=143.59' CB=N11° 17' 50"W CD=142.82'
C3	Δ=20° 34' 02" R=370.00' T=67.13' L=132.82' CB=S11° 17' 50"E CD=132.11'
C4	Δ=19° 03' 04" R=490.00' T=82.22' L=162.93' CB=S12° 03' 19"E CD=162.18'



**EXHIBIT "B"**  
**0.3060 ACRE TEMPORARY CONSTRUCTION EASEMENT (TCE-11)**  
OUT OF THE  
**SAMUEL M. HAYDEN SURVEY ABSTRACT NO. 537**  
CITY OF LEWISVILLE  
DENTON COUNTY, TEXAS

**LEGEND**  

- TEMPORARY CONSTRUCTION EASEMENT
- EXISTING PROPERTY LINE
- NEW RIGHT-OF-WAY LINE
- FOUND IRON ROD (UNLESS NOTED OTHERWISE)
- POINT FOR A CORNER
- 1/2" SIR W/CAP
- 1/2" SET IRON ROD W/YELLOW PLASTIC CAP STAMPED "HALFF ASSOC. INC."

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM NAD 83, NORTH CENTRAL ZONE (4202), BASED ON CITY OF LEWISVILLE MONUMENTS 13 AND 33 OBSERVED BY GPS USING WESTERN DATA SYSTEMS DALLAS/FORT WORTH AREA RTK COOPERATIVE NETWORK ON 7/22/2013, CONVERGENCE ANGLE FOR CITY OF LEWISVILLE MONUMENT 13 IS 00 DEGREES 51 MINUTES 28.46486 SECONDS, ACCORDING TO CORPSCON V6.0.1 AS PROVIDED BY THE U.S. ARMY CORPS OF ENGINEERS. COORDINATES SHOWN ARE GRID COORDINATES, DISTANCES SHOWN ARE SURFACE DISTANCES, SCALE FACTOR IS 1.00015063.

**DOUGLAS A. CALHOUN**  
REGISTERED PROFESSIONAL LAND SURVEYOR  
5619  
7/31/14

EXHIBIT "A"  
TRACT 12  
TEMPORARY CONSTRUCTION EASEMENT

BEING a tract of land in the Samuel M. Hayden Survey, Abstract No. 537 in the City of Lewisville, Denton County, Texas, being a part of that 0.858 acre tract of land described in General Warranty Deed to J. Fernandez Masonry, Inc., as recorded in County Clerk's Document No. 2014-44642 in the Official Records of Denton County, Texas (O.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a found PK nail for the northwest corner of said 0.858 acre tract, being at the intersection of the east right-of-way line of Holfords Prairie Road (30 foot right-of-way at this point) with the south right-of-way line of Midway Road (variable width right-of-way);

THENCE North 89 degrees 33 minutes 36 seconds East, along said south right-of-way line, a distance of 208.92 feet to a 1/2-inch found iron rod with cap (unreadable) for the common northeast corner of said 0.858 acre tract and the northwest corner of that tract of land described in Special Warranty Deed to Daniel Crawford, as recorded in County Clerk's Document No. 2012-79619 O.R.D.C.T.;

THENCE South 00 degrees 11 minutes 09 seconds East, departing said south right-of-way line and along the common line between the east line of said 0.858 acre tract and the west line of said Crawford tract, a distance of 15.00 feet to a point for corner;

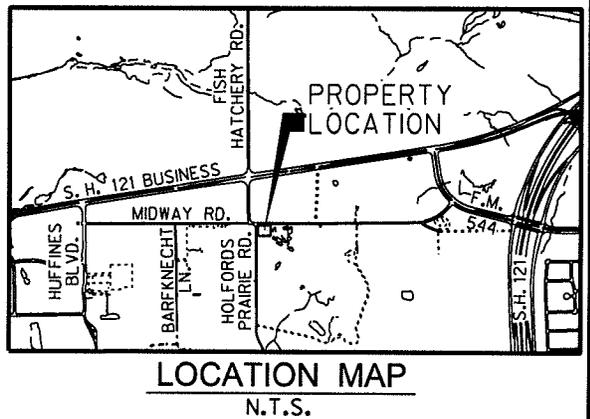
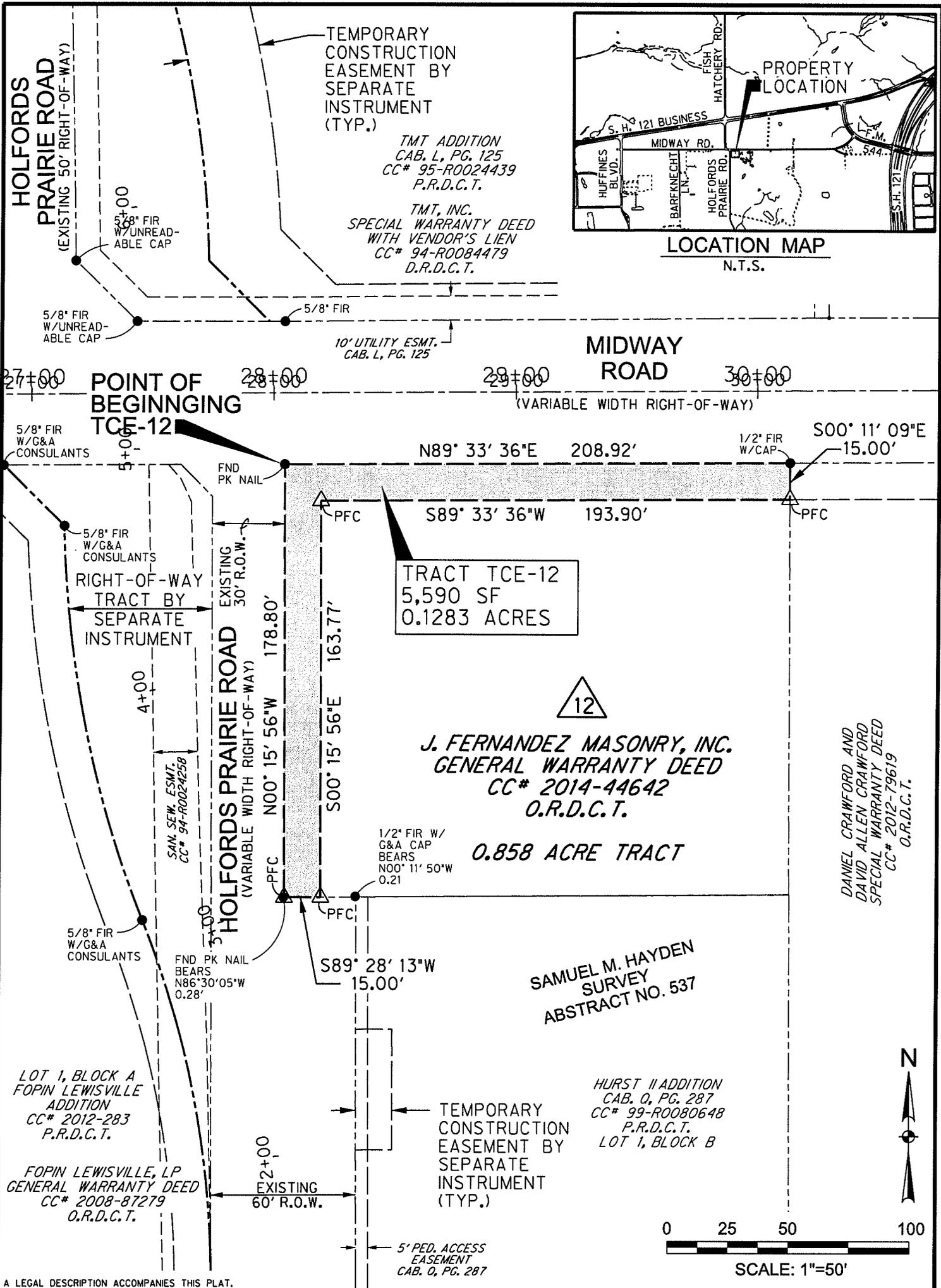
THENCE South 89 degrees 33 minutes 36 seconds West, departing said common line, a distance of 193.90 feet to a point for corner;

THENCE South 00 degrees 15 minutes 56 seconds East, a distance of 163.77 feet to a point for corner on the south line of said 0.858 acre tract, being on the east right-of-way line of Holfords Prairie Road;

THENCE South 89 degrees 28 minutes 13 seconds West, along said east right-of-way line, a distance of 15.00 feet to a point for the southwest corner of said 0.858 acre tract, from which a found PK nail bears North 86 degrees 30 minutes 05 seconds West, a distance of 0.28 feet;

THENCE North 00 degrees 15 minutes 56 seconds West, continuing along said east right-of-way line, a distance of 178.80 feet to the POINT OF BEGINNING AND CONTAINING 5,590 square feet or 0.1283 acres of land, more or less.

A plat accompanies this legal description.



TMT ADDITION  
 CAB. L, PG. 125  
 CC# 95-R0024439  
 P.R.D.C.T.

TMT, INC.  
 SPECIAL WARRANTY DEED  
 WITH VENDOR'S LIEN  
 CC# 94-R0084479  
 D.R.D.C.T.

TRACT TCE-12  
 5,590 SF  
 0.1283 ACRES

J. FERNANDEZ MASONRY, INC.  
 GENERAL WARRANTY DEED  
 CC# 2014-44642  
 O.R.D.C.T.

0.858 ACRE TRACT

SAMUEL M. HAYDEN  
 SURVEY  
 ABSTRACT NO. 537

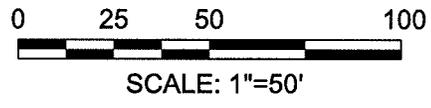
DANIEL CRAWFORD AND  
 DAVID ALLEN CRAWFORD  
 SPECIAL WARRANTY DEED  
 CC# 2012-79619  
 O.R.D.C.T.

HURST II ADDITION  
 CAB. 0, PG. 287  
 CC# 99-R0080648  
 P.R.D.C.T.  
 LOT 1, BLOCK B

LOT 1, BLOCK A  
 FOPIN LEWISVILLE  
 ADDITION  
 CC# 2012-283  
 P.R.D.C.T.

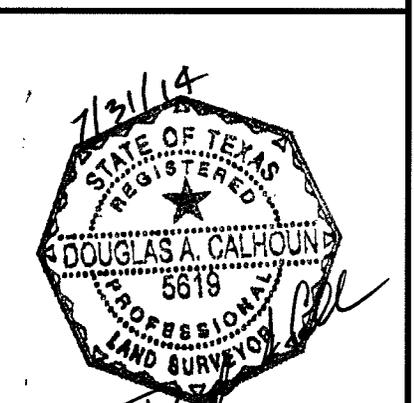
FOPIN LEWISVILLE, LP  
 GENERAL WARRANTY DEED  
 CC# 2008-87279  
 O.R.D.C.T.

TEMPORARY  
 CONSTRUCTION  
 EASEMENT BY  
 SEPARATE  
 INSTRUMENT  
 (TYP.)



**EXHIBIT 'B'**  
**0.1283 ACRE TEMPORARY  
 CONSTRUCTION EASEMENT  
 (TCE-12)**  
 OUT OF THE  
**SAMUEL M. HAYDEN SURVEY  
 ABSTRACT NO. 537**  
**CITY OF LEWISVILLE  
 DENTON COUNTY, TEXAS**

**LEGEND**  
 TEMPORARY CONSTRUCTION EASEMENT  
 EXISTING PROPERTY LINE  
 NEW RIGHT-OF-WAY LINE  
 FIR ● (UNLESS NOTED OTHERWISE)  
 PFC ▲ POINT FOR A CORNER  
 1/2" SET IRON ROD W/ BLUE PLASTIC CAP STAMPED "HALFF ESMT"  
BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM NAD 83, NORTH CENTRAL ZONE (4202), BASED ON CITY OF LEWISVILLE MONUMENTS 13 AND 33 OBSERVED BY GPS USING WESTERN DATA SYSTEMS DALLAS/FORT WORTH AREA RTK COOPERATIVE NETWORK ON 7/22/2013; CONVERGENCE ANGLE FOR CITY OF LEWISVILLE MONUMENT 13 IS 00 DEGREES 51 MINUTES 28.46486 SECONDS, ACCORDING TO CORPSCON V6.0.1 AS PROVIDED BY THE U.S. ARMY CORPS OF ENGINEERS. COORDINATES SHOWN ARE GRID COORDINATES, DISTANCES SHOWN ARE SURFACE DISTANCES, SCALE FACTOR IS 1.00015063.



TBPLS FIRM NO. 10029605  
 4000 FOSSIL CREEK BLVD  
 FORT WORTH, TEXAS 76137-2797  
 TEL (817) 847-1422  
 FAX (817) 232-9784

TEMPORARY CONSTRUCTION EASEMENT  
 FILE: EXH12-J.FERNANDEZ-TCE12-29603.dgn  
 DATE: JUNE 2014 AV0: 29603 PAGE 2 of 2

I, Douglas A. Calhoun, Registered Professional Land Surveyor, do hereby certify that this parcel was prepared from a survey made on the ground under my supervision and direction.

8/27/2014 8:00:20 AM ah1731 HALFF I:\296000\29603\CADD\Sheets\Legal\Exhibit\EXH12-J.FERNANDEZ-TCE12-29603.dgn SW HP9040 MON FS FW.plt

EXHIBIT "A"  
TRACT 13  
TEMPORARY CONSTRUCTION EASEMENT

BEING a tract of land in the Samuel M. Hayden Survey, Abstract No. 537 in the City of Lewisville, Denton County, Texas, being a part of that tract of land described in Executrix's Deed to Naoma Hurst, as recorded in County Clerk's Document No. 2010-13589 in the Official Records of Denton County, Texas (O.R.D.C.T.), and being more particularly described as follows:

COMMENCING at a point for the northwest corner of said Lot 1, Block B, being on the south line of that tract of land described in General Warranty Deed to J. Fernandez Masonry, Inc., as recorded in County Clerk's Document No. 2014-44642 O.R.D.C.T., from which a 1/2-inch found iron rod stamped "G & A" bears North 00 degrees 11 minutes 50 seconds West, a distance of 0.21 feet;

THENCE South 00 degrees 11 minutes 51 seconds East, along the east right-of-way line of Holfords Prairie Road (60 foot right-of-way at this point), a distance of 54.80 feet for the POINT OF BEGINNING;

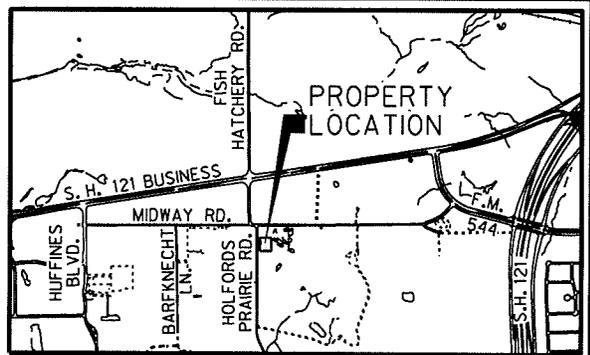
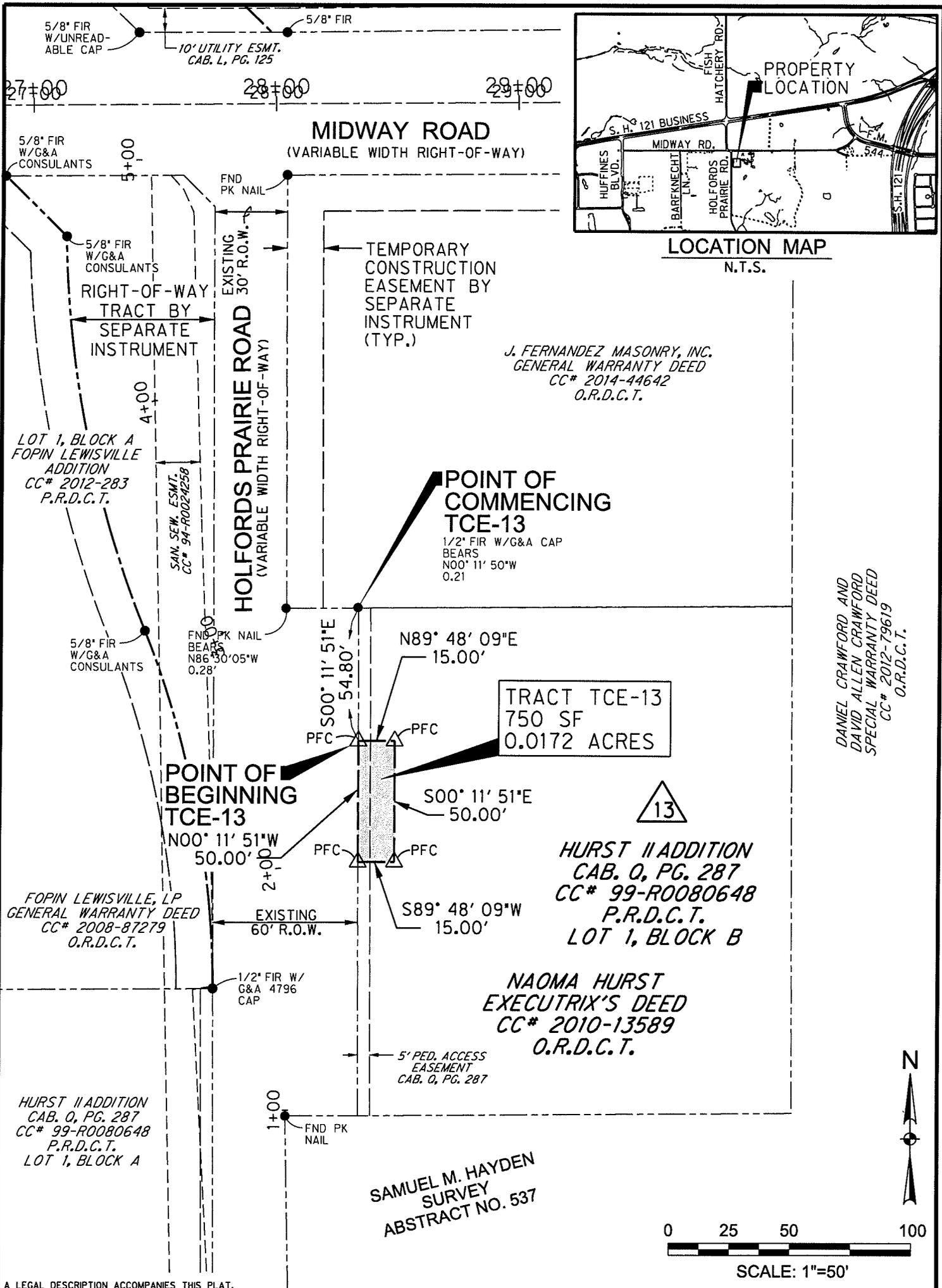
THENCE North 89 degrees 48 minutes 09 seconds East, departing said east right-of-way line, a distance of 15.00 feet to a point for corner;

THENCE South 00 degrees 11 minutes 51 seconds East, a distance of 50.00 feet to a point for corner;

THENCE South 89 degrees 48 minutes 09 seconds West, a distance of 15.00 feet to a point for corner on said east right-of-way line;

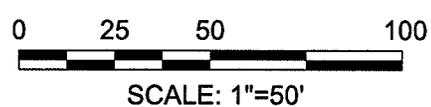
THENCE North 00 degrees 11 minutes 51 seconds West, along said east right-of-way line, a distance of 50.00 feet to the POINT OF BEGINNING AND CONTAINING 750 square feet or 0.0172 acres of land, more or less.

A plat accompanies this legal description.



DANIEL CRAWFORD AND  
DAVID ALLEN CRAWFORD  
SPECIAL WARRANTY DEED  
CC# 2012-79619  
O.R.D.C.T.

SAMUEL M. HAYDEN  
SURVEY  
ABSTRACT NO. 537



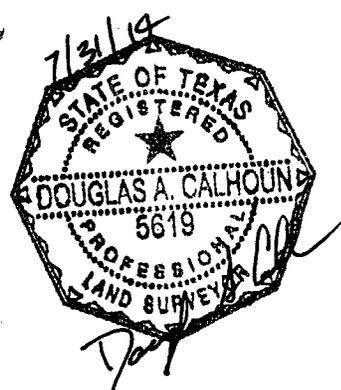
**EXHIBIT 'B'**

**0.0172 ACRE TEMPORARY CONSTRUCTION EASEMENT (TCE-13)**

OUT OF THE  
**SAMUEL M. HAYDEN SURVEY**  
ABSTRACT NO. 537  
**CITY OF LEWISVILLE**  
DENTON COUNTY, TEXAS



**TEMPORARY CONSTRUCTION EASEMENT**  
FILE: EXH13-HURST-TCE13-29603.dgn  
DATE: JUNE 2014 AV0: 29603 PAGE 2 of 2



I, Douglas A. Calhoun, Registered Professional Land Surveyor, do hereby certify that this parcel was prepared from a survey made on the ground under my supervision and direction.

8/27/2014 8:00:37 AM ah1731 HALFF I:\290005\29603\CADD\Sheets\Legal\Exhibits\EXH13-HURST-TCE13-29603.dgn Sheet SW HP9040 MON FS FW.plt

EXHIBIT "A"  
TRACT 14  
DRAINAGE EASEMENT

BEING a tract of land in the Samuel M. Hayden Survey, Abstract No. 537 in the City of Lewisville, Denton County, Texas, being a part of that tract of land described in Special Warranty Deed to Daniel Crawford and David Allen Crawford, as recorded in County Clerk's Document No. 2012-79619 in the Official Records of Denton County, Texas (O.R.D.C.T.), and being more particularly described as follows:

COMMENCING at a 1/2-inch found iron rod with unreadable plastic cap for the common northwest corner of said Crawford tract and the northeast corner of that tract of land described in General Warranty Deed to J. Fernandez Masonry, Inc, as recorded in County Clerk's Document No. 2014-44642 O.R.D.C.T., being on the south right-of-way line of Midway Road (variable width right-of-way);

THENCE North 89 degrees 31 minutes 14 seconds East, along the common line between the north line of said Crawford tract and said south right-of-way line, a distance of 592.86 feet to a point for corner;

THENCE North 89 degrees 31 minutes 31 seconds East, continuing along said common line, a distance of 222.42 feet to a point for corner;

THENCE North 89 degrees 34 minutes 56 seconds East, continuing along said common line, a distance of 83.54 feet to a 1/2-inch set iron rod with blue plastic cap stamped "HALFF ESMT" (hereinafter referred to as "with blue cap") for the POINT OF BEGINNING;

THENCE North 89 degrees 34 minutes 56 seconds East, continuing along said common line, a distance of 124.84 feet to a 1/2-inch set iron rod with yellow plastic cap stamped "HALFF ASSOC. INC." for the common northeast corner of said Crawford tract and the northwest corner of that tract of land described as in Trustee's Special Warranty Deed to Billy J. Myers, as recorded in County Clerk's Document No. 98-R0027535 in the Deed Records of Denton County, Texas;

THENCE South 01 degree 36 minutes 43 seconds East, departing said common line and along the common line between the east line of said Crawford tract and the west line of said Myer's tract, a distance of 69.57 feet to a 1/2-inch set iron rod with blue cap for corner;

THENCE South 89 degrees 27 minutes 39 seconds West, departing said common line, a distance of 125.99 feet to a 1/2-inch set iron rod with blue cap for corner;

THENCE North 00 degrees 39 minutes 45 seconds West, a distance of 69.82 feet to the POINT OF BEGINNING AND CONTAINING 8,740 square feet or 0.2007 acres of land, more or less.

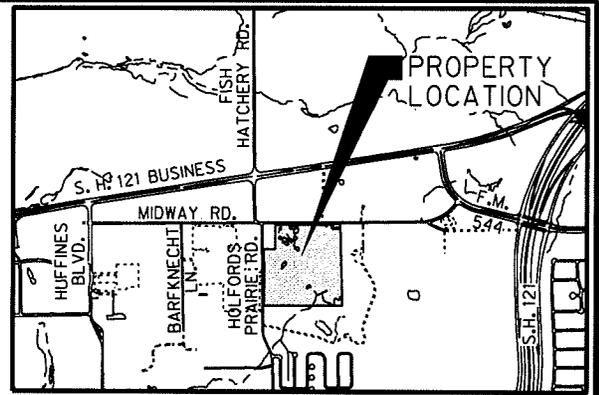
A plat accompanies this legal description.

J. FERNANDEZ  
MASONRY, INC.  
GENERAL WARRANTY DEED  
CC# 2014-44642  
O.R.D.C.T.

**POINT OF COMMENCING DE-14**  
1/2" FIR  
W/UNREAD-  
ABLE CAP

MIDWAY ROAD

5/8" FIR  
W/CAP



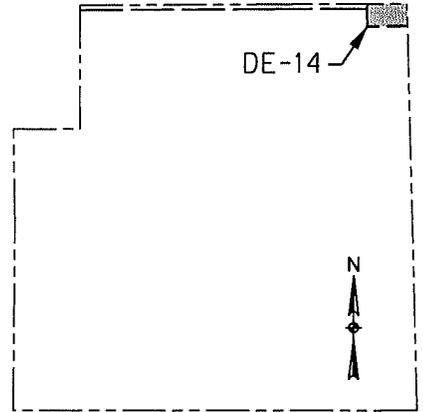
LOCATION MAP

N.T.S.

**DISTANCE/BEARING TABLE**

L1	N89° 34' 56"E 83.54'
L2	N89° 34' 56"E 124.84'
L3	S01° 36' 43"E 69.57'
L4	S89° 27' 39"W 125.99'
L5	N00° 39' 45"W 69.82'

TEMPORARY  
CONSTRUCTION  
EASEMENT BY  
SEPARATE  
INSTRUMENT  
(TYP.)



LOCATION MAP

SCALE: 1"=600'

SAMUEL M. HAYDEN SURVEY  
ABSTRACT NO. 537



DANIEL CRAWFORD AND  
DAVID ALLEN CRAWFORD  
SPECIAL WARRANTY DEED  
CC# 2012-79619  
O.R.D.C.T.

DRAINAGE  
EASEMENT BY  
SEPARATE  
INSTRUMENT

JOEY W. HURST  
AND WIFE  
DAPHNE HURST  
SPECIAL WARRANTY  
DEED  
(VENDOR'S LIEN  
CC# 2002-119953  
D.R.D.C.T.

HURST INDUSTRIAL  
PARK ADDITION,  
LOT 1, BLOCK A  
CC# 2010-30  
P.R.D.C.T.

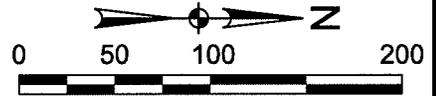
CASTLE HILLS  
PROPERTY COMPANY  
SPECIAL WARRANTY DEED  
TRACT A  
CC# 2006-153339  
O.R.D.C.T.

TRACT DE-14  
8,740 SF  
0.2007 ACRE

**POINT OF BEGINNING DE-14**

DRAINAGE  
EASEMENT BY  
SEPARATE  
INSTRUMENT

RIGHT-OF-WAY  
TRACT BY  
SEPARATE  
INSTRUMENT  
(TYP.)



SCALE: 1"=100'

A LEGAL DESCRIPTION ACCOMPANIES THIS PLAT.

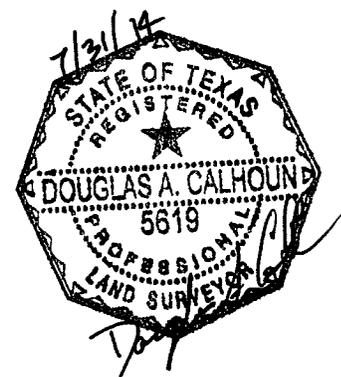
**EXHIBIT 'B'**

**0.2007 ACRE DRAINAGE  
EASEMENT (DE-14)**

OUT OF THE  
SAMUEL M. HAYDEN SURVEY  
ABSTRACT NO. 537  
CITY OF LEWISVILLE  
DENTON COUNTY, TEXAS

**LEGEND**

- DRAINAGE EASEMENT
  - EXISTING PROPERTY LINE
  - NEW RIGHT-OF-WAY LINE
  - FIR
  - PFC
  - 1/2" SIR W/CAP
  - 1/2" SIR W/CAP
  - 1/2" SET IRON ROD W/YELLOW PLASTIC CAP STAMPED 'HALFF ASSOC. INC.'
  - 1/2" SET IRON ROD W/BLUE PLASTIC CAP STAMPED 'HALFF ESMT'
- BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM NAD 83, NORTH CENTRAL ZONE (4202), BASED ON CITY OF LEWISVILLE MONUMENTS 13 AND 33 OBSERVED BY GPS USING WESTERN DATA SYSTEMS DALLAS/FORT WORTH AREA RTK COOPERATIVE NETWORK ON 7/22/2013, CONVERGENCE ANGLE FOR CITY OF LEWISVILLE MONUMENT 13 IS 00 DEGREES 51 MINUTES 28.46486 SECONDS, ACCORDING TO CORPSCON V6.0.1 AS PROVIDED BY THE U.S. ARMY CORPS OF ENGINEERS. COORDINATES SHOWN ARE GRID COORDINATES, DISTANCES SHOWN ARE SURFACE DISTANCES, SCALE FACTOR IS 1.00015063.



I, Douglas A. Calhoun, Registered Professional Land Surveyor, do hereby certify that this parcel was prepared from a survey made on the ground under my supervision and direction.

**DRAINAGE EASEMENT**

FILE: EXH14-CRAWFORD-DE14-29603.dgn

DATE: JUNE 2014

AVO: 29603

PAGE 2 of 2



**HALFF**

TBPLS FIRM NO. 10029605  
4000 FOSSIL CREEK BLVD  
FORT WORTH, TEXAS 76137-2797  
TEL (817) 847-1422  
FAX (817) 232-9784

8/27/2014 8:01:40 AM ah1731 HALFF I:\29603\29603\CADD\Sheets\Legal\Exhibits\EXH14-CRAWFORD-DE14-29603.dgn Sheet

EXHIBIT "A"  
TRACT 14  
TEMPORARY CONSTRUCTION EASEMENT

BEING a tract of land in the Samuel M. Hayden Survey, Abstract No. 537 in the City of Lewisville, Denton County, Texas, being a part of that tract of land described in Special Warranty Deed to Daniel Crawford and David Allen Crawford, as recorded in County Clerk's Document No. 2012-79619 in the Official Records of Denton County, Texas (O.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2-inch found iron rod with unreadable plastic cap for the common northwest corner of said Crawford tract and the northeast corner of that 0.858 acre tract of land described in General Warranty Deed to J. Fernandez Masonry, Inc, as recorded in County Clerk's Document No. 2014-44642 O.R.D.C.T., being on the south right-of-way line of Midway Road (variable width right-of-way);

THENCE North 89 degrees 31 minutes 14 seconds East, along the common line between the north line of said Crawford tract and said south right-of-way line, a distance of 592.86 feet to a point for corner;

THENCE North 89 degrees 31 minutes 31 seconds East, continuing along said common line, a distance of 222.42 feet to a point for corner;

THENCE North 89 degrees 34 minutes 56 seconds East, continuing along said common line, a distance of 83.54 feet to a 1/2-inch set iron rod with blue plastic cap stamped "HALFF ESMT" for corner;

THENCE South 00 degrees 39 minutes 45 seconds East, departing said common line, a distance of 15.00 feet to a point for corner;

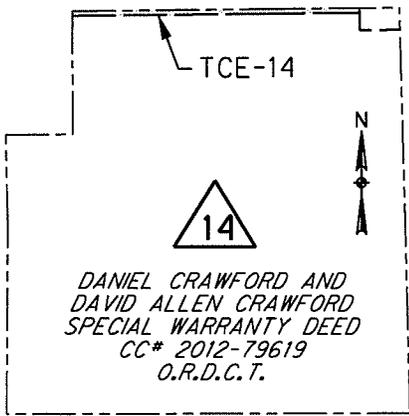
THENCE South 89 degrees 34 minutes 56 seconds West, a distance of 83.59 feet to a point for corner;

THENCE South 89 degrees 31 minutes 31 seconds West, a distance of 222.42 feet to a point for corner;

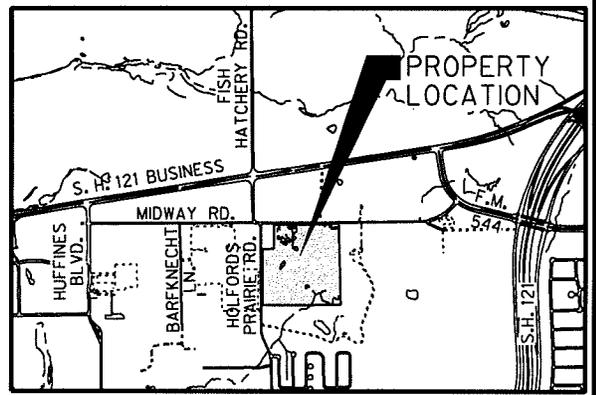
THENCE South 89 degrees 31 minutes 14 seconds West, a distance of 592.94 feet to a point for corner on the common line between the west line of said Crawford tract and the east line of said 0.858 acre tract.

THENCE North 00 degrees 11 minutes 09 seconds West, a distance of 15.00 feet to the POINT OF BEGINNING AND CONTAINING 13,483 square feet or 0.3095 acres of land, more or less.

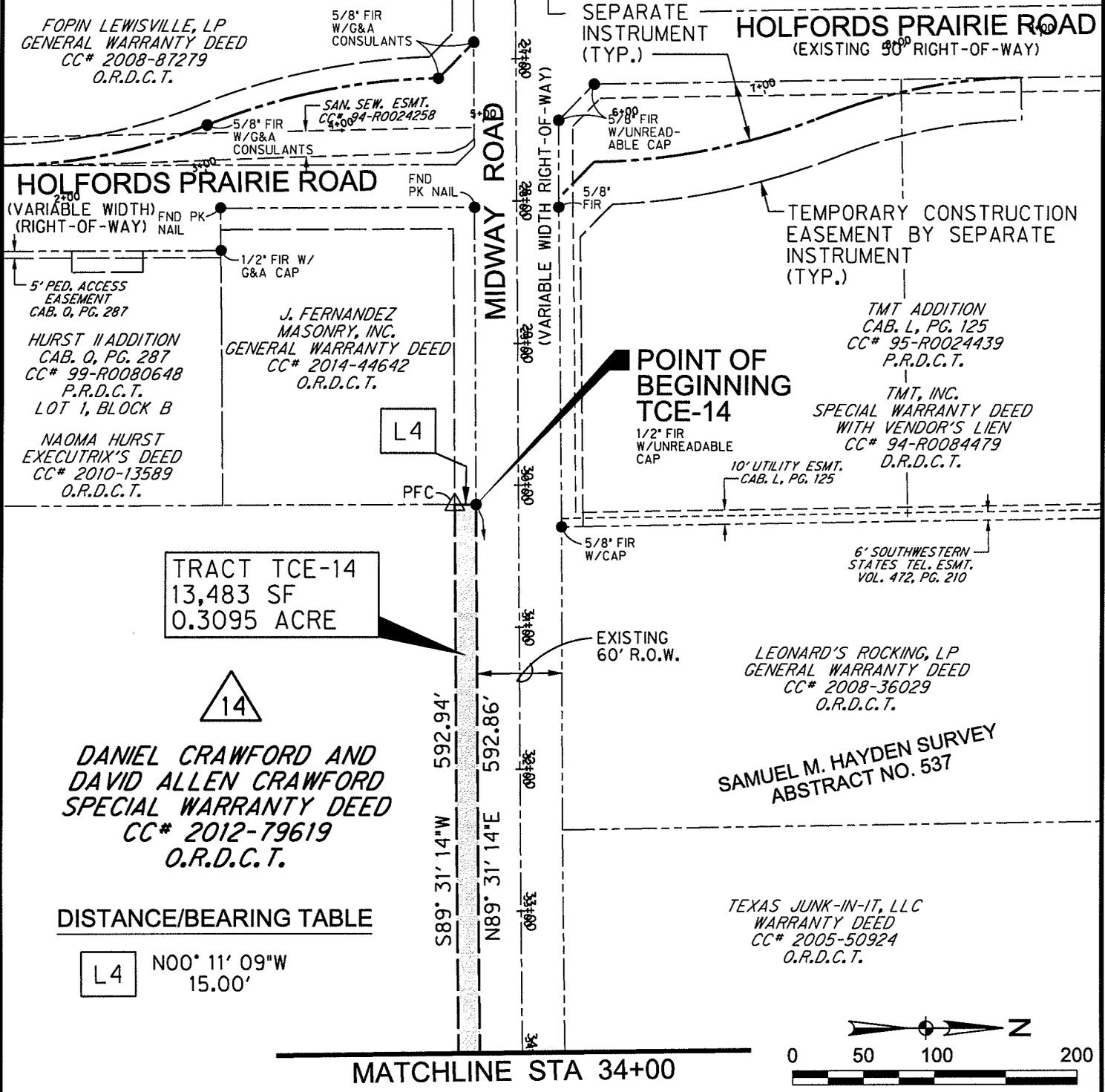
A plat accompanies this legal description.



**LOCATION MAP**  
SCALE: 1"=600'

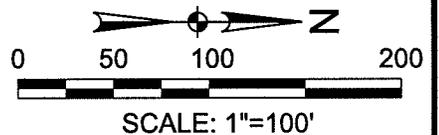


**LOCATION MAP**  
N.T.S.



**DISTANCE/BEARING TABLE**

L4	N00° 11' 09"W	15.00'
----	---------------	--------



A LEGAL DESCRIPTION ACCOMPANIES THIS PLAT.

**EXHIBIT 'B'**

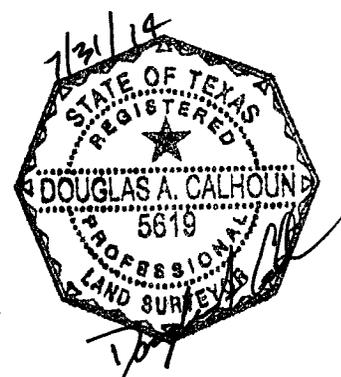
**0.3095 ACRE TEMPORARY CONSTRUCTION EASEMENT (TCE-14)**

OUT OF THE  
**SAMUEL M. HAYDEN SURVEY ABSTRACT NO. 537**  
**CITY OF LEWISVILLE DENTON COUNTY, TEXAS**

**LEGEND**

- TEMPORARY CONSTRUCTION EASEMENT
- EXISTING PROPERTY LINE
- NEW RIGHT-OF-WAY LINE
- FIR
- PFC
- 1/2" SET IRON ROD W/ BLUE PLASTIC CAP STAMPED HALF ESMT
- FOUND IRON ROD (UNLESS NOTED OTHERWISE)
- POINT FOR A CORNER

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM NAD 83, NORTH CENTRAL ZONE (4202), BASED ON CITY OF LEWISVILLE MONUMENTS 13 AND 33 OBSERVED BY GPS USING WESTERN DATA SYSTEMS DALLAS/FORT WORTH AREA RTK COOPERATIVE NETWORK ON 7/22/2013. CONVERGENCE ANGLE FOR CITY OF LEWISVILLE MONUMENT 13 IS 00 DEGREES 51 MINUTES 28.46486 SECONDS, ACCORDING TO CORPSCON V6.0.1 AS PROVIDED BY THE U.S. ARMY CORPS OF ENGINEERS. COORDINATES SHOWN ARE GRID COORDINATES, DISTANCES SHOWN ARE SURFACE DISTANCES, SCALE FACTOR IS 1.00015063.



**TEMPORARY CONSTRUCTION EASEMENT**

FILE: EXH14-CRAWFORD-TCE14-1-29603.dgn

DATE: JUNE 2014 AV0: 29603 PAGE 2 of 3

I, Douglas A. Calhoun, Registered Professional Land Surveyor, do hereby certify that this parcel was prepared from a survey made on the ground under my supervision and direction.

8/27/2014 8:02:05 AM aht1731 HALFF I:\29603\29603\CADD\Sheets\Legal\Exhibit\EXH14-CRAWFORD-TCE14-1-29603.dgn

**DISTANCE/BEARING TABLE**

L1	N89° 34' 56"E 83.54'
L2	S00° 39' 45"E 15.00'
L3	S89° 34' 56"W 83.59

**MATCHLINE STA 34+00**

TEXAS JUNK-IN-IT, LLC  
WARRANTY DEED  
CC# 2005-50924  
O.R.D.C.T.

TEMPORARY  
CONSTRUCTION  
EASEMENT BY  
SEPARATE  
INSTRUMENT  
(TYP.)

HAIRADIN INVESTMENT GROUP, INC.  
SPECIAL WARRANTY DEED  
WITH VENDOR'S LIEN  
CC# 2006-106763  
O.R.D.C.T.

TRACT TCE-14  
13,483 SF  
0.3095 ACRE

SAMUEL M. HAYDEN SURVEY  
ABSTRACT NO. 537



DANIEL CRAWFORD AND  
DAVID ALLEN CRAWFORD  
SPECIAL WARRANTY DEED  
CC# 2012-79619  
O.R.D.C.T.

DRAINAGE  
EASEMENT BY  
SEPARATE  
INSTRUMENT

JOEY W. HURST  
AND WIFE  
DAPHNE HURST  
SPECIAL WARRANTY  
DEED  
(VENDOR'S LIEN  
CC# 2002-119953  
D.R.D.C.T.

HURST INDUSTRIAL  
PARK ADDITION,  
LOT 1, BLOCK A  
CC# 2010-30  
P.R.D.C.T.

L3

L1

DRAINAGE  
EASEMENT BY  
SEPARATE  
INSTRUMENT

L2

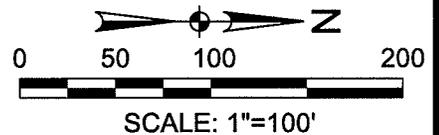
DRAINAGE  
EASEMENT BY  
SEPARATE  
INSTRUMENT

RIGHT-OF-WAY  
TRACT BY  
SEPARATE  
INSTRUMENT  
(TYP.)

CASTLE HILLS  
PROPERTY COMPANY  
SPECIAL WARRANTY DEED  
TRACT A  
CC# 2006-153339  
O.R.D.C.T.

BILLY J. MYERS  
TRUSTEE'S SPECIAL  
WARRANTY DEED  
CC# 98-R0027535  
D.R.D.C.T.

EXISTING  
60' R.O.W.



A LEGAL DESCRIPTION ACCOMPANIES THIS PLAT.

**EXHIBIT "B"**

**0.3095 ACRE TEMPORARY  
CONSTRUCTION EASEMENT  
(TCE-14)**

OUT OF THE  
SAMUEL M. HAYDEN SURVEY  
ABSTRACT NO. 537  
CITY OF LEWISVILLE  
DENTON COUNTY, TEXAS

**LEGEND**

- TEMPORARY CONSTRUCTION EASEMENT
- EXISTING PROPERTY LINE
- NEW RIGHT-OF-WAY LINE
- FIR ● FOUND IRON ROD (UNLESS NOTED OTHERWISE)
- PFC ▲ POINT FOR A CORNER
- 1/2" SIR W/CAP ○ 1/2" SET IRON ROD W/ BLUE PLASTIC CAP STAMPED "HALFF ESMT"

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM NAD 83, NORTH CENTRAL ZONE (4202), BASED ON CITY OF LEWISVILLE MONUMENTS 13 AND 33 OBSERVED BY GPS USING WESTERN DATA SYSTEMS DALLAS/FORT WORTH AREA RTK COOPERATIVE NETWORK ON 7/22/2013, CONVERGENCE ANGLE FOR CITY OF LEWISVILLE MONUMENT 13 IS 00 DEGREES 51 MINUTES 28.46486 SECONDS, ACCORDING TO CORPSCON V6.0.1 AS PROVIDED BY THE U.S. ARMY CORPS OF ENGINEERS. COORDINATES SHOWN ARE GRID COORDINATES, DISTANCES SHOWN ARE SURFACE DISTANCES, SCALE FACTOR IS 1.00015063.



**HALFF**  
TBPLS FIRM NO. 10029805

4000 FOSSIL CREEK BLVD  
FORT WORTH, TEXAS 76137-2797  
TEL (817) 847-1422  
FAX (817) 232-8784

**TEMPORARY CONSTRUCTION EASEMENT**

FILE: EXH14-CRAWFORD-TCE14-2-29603.dgn

DATE: JUNE 2014

AVO: 29603

PAGE 3 of 3

I, Douglas A. Calhoun, Registered Professional Land Surveyor, do hereby certify that this parcel was prepared from a survey made on the ground under my supervision and direction.

8/27/2014 8:02:22 AM aht1731 HALFF I:\29603\29603\CADD\Sheets\Legal\Exhibit\EXH14-CRAWFORD-TCE14-2-29603.dgn

EXHIBIT "A"  
TRACT 15  
TEMPORARY CONSTRUCTION EASEMENT

BEING a tract of land in the Samuel M. Hayden Survey, Abstract No. 537 in the City of Lewisville, Denton County, Texas, being a part of that tract of land described in Warranty Deed with Vendor's Lien to Hairadin Investment Group, Inc., as recorded in County Clerk's Document No. 2006-106763 in the Official Records of Denton County, Texas (O.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2-inch found iron rod with unreadable plastic cap for the common southeast corner of said Hairadin tract and the southwest corner of Hurst Industrial Park Addition, Lot 1, Block A, an addition to the City of Lewisville, Denton County, Texas, as recorded in County Clerk's Document No. 2010-30 in the Plat Records of Denton County, Texas, being on the north right-of-way line of Midway Road (60 foot wide right-of-way at this point);

THENCE South 89 degrees 35 minutes 18 seconds West, along said north right-of-way line, a distance of 161.51 feet to a point for the common southwest corner of said Hairadin tract and the southeast corner of that tract of land described in Warranty Deed to Texas Junk-In-It, LLC, as recorded in County Clerk's Document No. 2005-50924 O.R.D.C.T.;

THENCE North 00 degrees 55 minutes 21 seconds West, departing said north right-of-way line and along the common line between the west line of said Hairadin tract and the east line of said Texas Junk-In-It tract, a distance of 15.00 feet to a point for corner;

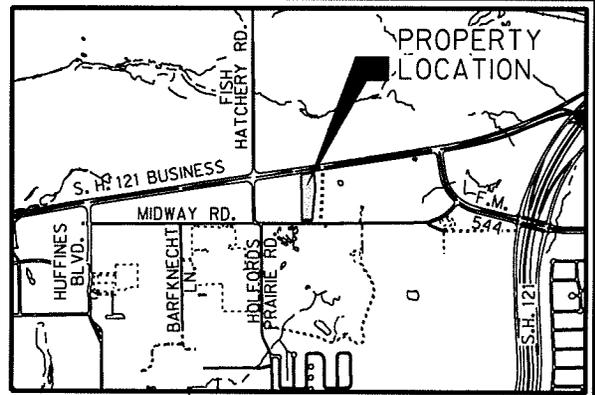
THENCE North 89 degrees 35 minutes 18 seconds East, departing said common line, a distance of 163.19 feet to a point for corner on the common line between the east line of said Hairadin tract and the west line of said Hurst Industrial Park Addition, Lot 1, Block A;

THENCE South 05 degrees 27 minutes 56 seconds West, along said common line, a distance of 15.08 feet to the POINT OF BEGINNING AND CONTAINING 2,435 square feet or 0.0559 acres of land, more or less.

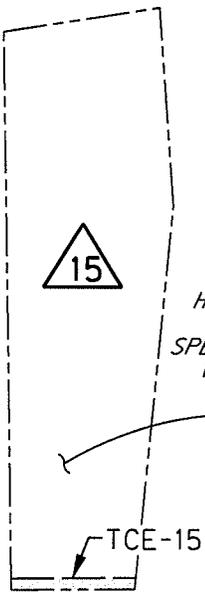
A plat accompanies this legal description.

**DISTANCE/BEARING TABLE**

L1	N00° 55' 21"W 15.00'
L2	S05° 27' 56"W 15.08'



**LOCATION MAP**  
N.T.S.



HAIRADIN INVESTMENT GROUP, INC.  
SPECIAL WARRANTY DEED WITH VENDOR'S LIEN  
CC# 2006-106763  
O.R.D.C.T.

**PARENT TRACT**  
N.T.S.

SAMUEL M. HAYDEN SURVEY  
ABSTRACT NO. 537



HAIRADIN INVESTMENT GROUP, INC.  
SPECIAL WARRANTY DEED WITH VENDOR'S LIEN  
CC# 2006-106763  
O.R.D.C.T.

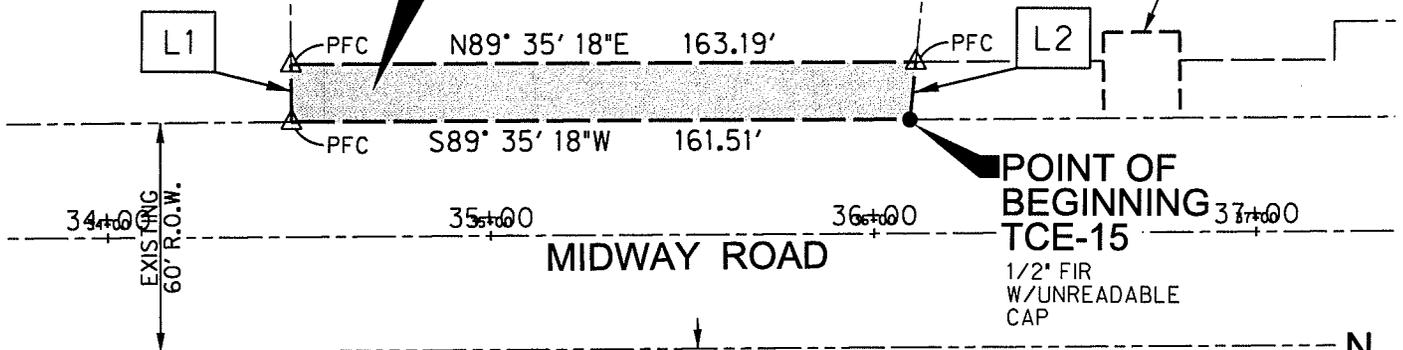
HURST INDUSTRIAL PARK ADDITION,  
LOT 1, BLOCK A  
CC# 2010-30  
P.R.D.C.T.

JOEY W. HURST AND WIFE DAPHNE HURST  
SPECIAL WARRANTY DEED WITH VENDORS LIEN  
CC# 2002-R0119953  
D.R.D.C.T.

TEXAS JUNK-IN-IT, LLC  
WARRANTY DEED  
CC# 2005-50924  
O.R.D.C.T.

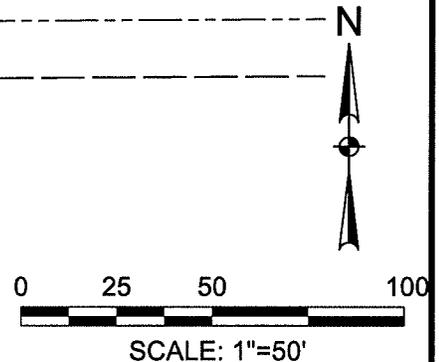
TRACT TCE-15  
2435 SF  
0.0559 ACRES

DRAINAGE EASEMENT BY SEPARATE INSTRUMENT



DANIEL CRAWFORD AND DAVID ALLEN CRAWFORD  
SPECIAL WARRANTY DEED  
CC# 2012-79619  
O.R.D.C.T.

TEMPORARY CONSTRUCTION EASEMENT BY SEPARATE INSTRUMENT (TYP.)



A LEGAL DESCRIPTION ACCOMPANIES THIS PLAT.

**EXHIBIT 'B'**

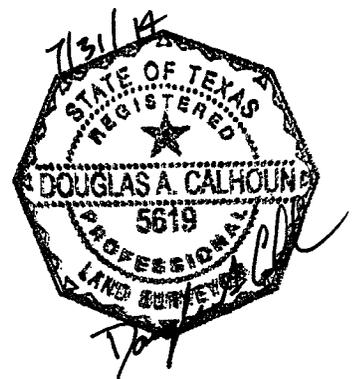
**0.0559 ACRE TEMPORARY CONSTRUCTION EASEMENT (TCE-15)**

OUT OF THE  
SAMUEL M. HAYDEN SURVEY  
ABSTRACT NO. 537  
CITY OF LEWISVILLE  
DENTON COUNTY, TEXAS

**LEGEND**

- TEMPORARY CONSTRUCTION EASEMENT
- EXISTING PROPERTY LINE
- NEW RIGHT-OF-WAY LINE
- FOUND IRON ROD (UNLESS NOTED OTHERWISE)
- POINT FOR A CORNER
- 1/2" SET IRON ROD W/ BLUE PLASTIC CAP STAMPED "HALFF ESMT"

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM NAD 83, NORTH CENTRAL ZONE (4202), BASED ON CITY OF LEWISVILLE MONUMENTS 13 AND 33 OBSERVED BY GPS USING WESTERN DATA SYSTEMS DALLAS/FORT WORTH AREA RTK COOPERATIVE NETWORK ON 7/22/2013, CONVERGENCE ANGLE FOR CITY OF LEWISVILLE MONUMENT 13 IS 00 DEGREES 51 MINUTES 28.46486 SECONDS, ACCORDING TO CORPSCON V6.0.1 AS PROVIDED BY THE U.S. ARMY CORPS OF ENGINEERS. COORDINATES SHOWN ARE GRID COORDINATES, DISTANCES SHOWN ARE SURFACE DISTANCES, SCALE FACTOR IS 1.00015063.



**TEMPORARY CONSTRUCTION EASEMENT**

FILE: EXH15-HAIRADIN-TCE15-29603.dgn

DATE: JUNE 2014

AVO: 29603

PAGE 2 of 2

I, Douglas A. Calhoun, Registered Professional Land Surveyor, do hereby certify that this parcel was prepared from a survey made on the ground under my supervision and direction.

8/27/2014 8:02:57 AM ah1731 HALFF I:\29600s\29603\CADD\Sheets\Legal\Exhibits\EXH15-HAIRADIN-TCE15-29603.dgn Sheet SW HP9040 MON FS FW.plt

EXHIBIT "A"  
TRACT 16  
DRAINAGE EASEMENT

BEING a tract of land in the Samuel M. Hayden Survey, Abstract No. 537 in the City of Lewisville, Denton County, Texas, being a part of that tract of land described in Special Warranty Deed with Vendor's Lien to Joey W. Hurst and wife, Daphne Hurst, as recorded in County Clerk's Document No. 2002-R0119953 in the Deed Records of Denton County, Texas, and being a part of Lot 1, Block A, Hurst Industrial Park Addition, an addition to the City of Lewisville, Denton County, Texas, as recorded in County Clerk's Document No. 2010-30 in the Plat Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2-inch found iron rod with unreadable plastic cap for the common southwest corner of said Hurst tract and the southeast corner of that tract of land described in Warranty Deed with Vendor's Lien to Hairadin Investment Group, Inc., as recorded in County Clerk's Document No. 2006-106763 in the Official Records of Denton County, Texas, being on the north right-of-way line of Midway Road (60 foot wide right-of-way at this point);

THENCE North 89 degrees 26 minutes 59 seconds East, along the common line between the south line of said Hurst tract and said north right-of-way line, a distance of 50.75 feet to a 1/2-inch set iron rod with blue plastic cap stamped "HALFF ESMT" (hereinafter referred to as "with blue cap") for the POINT OF BEGINNING;

THENCE North 00 degrees 29 minutes 45 seconds West, departing said common line, a distance of 22.42 feet to a 1/2-inch set iron rod with blue cap for corner;

THENCE North 89 degrees 27 minutes 07 seconds East, a distance of 20.00 feet to a 1/2-inch set iron rod with blue cap for corner;

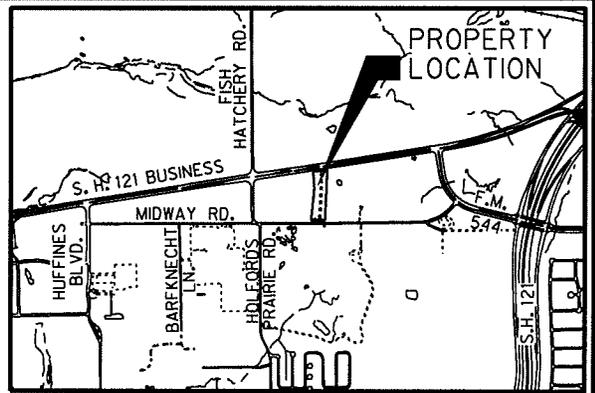
THENCE South 00 degrees 29 minutes 45 seconds East, a distance of 22.42 feet to a 1/2-inch set iron rod with blue cap for corner on said common line;

THENCE South 89 degrees 26 minutes 59 seconds West, along said common line, a distance of 20.00 feet to the POINT OF BEGINNING AND CONTAINING 448 square feet or 0.0103 acres of land, more or less.

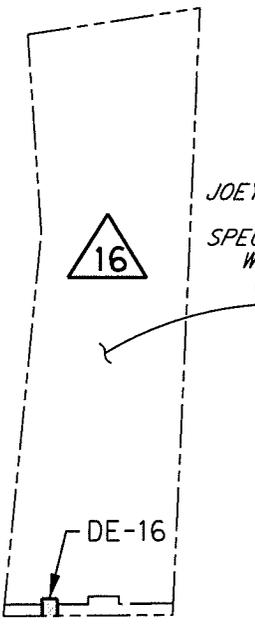
A plat accompanies this legal description.

**DISTANCE/BEARING TABLE**

L1	N89° 26' 59"E 50.75'
L2	N00° 29' 45"W 22.42'
L3	N89° 27' 07"E 20.00'
L4	S00° 29' 45"E 22.42'
L5	S89° 26' 59"W 20.00'



**LOCATION MAP**  
N.T.S.



**PARENT TRACT**  
N.T.S.

JOEY W. HURST AND WIFE  
DAPHNE HURST  
SPECIAL WARRANTY DEED  
WITH VENDORS LIEN  
CC# 2002-119953  
D.R.D.C.T.

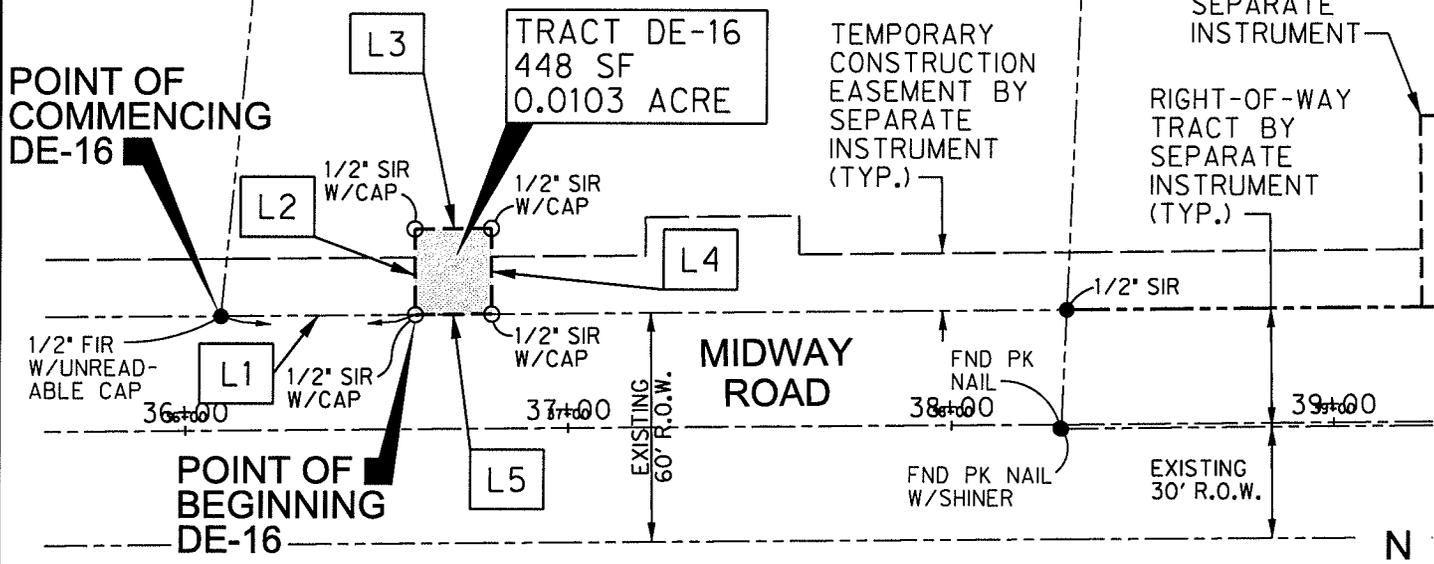


**HURST INDUSTRIAL  
PARK ADDITION,  
LOT 1, BLOCK A  
CC# 2010-30  
P.R.D.C.T.**

**JOEY W. HURST AND WIFE  
DAPHNE HURST  
SPECIAL WARRANTY DEED  
WITH VENDORS LIEN  
CC# 2002-R0119953  
D.R.D.C.T.**

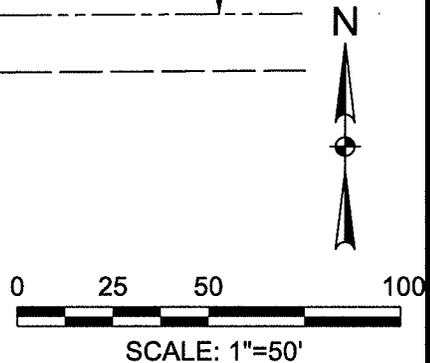
CASTLE HILLS  
PROPERTY COMPANY  
SPECIAL WARRANTY DEED  
TRACT A  
CC# 2006-153339  
O.R.D.C.T.

HAIRADIN INVESTMENT  
GROUP, INC.  
SPECIAL WARRANTY  
DEED  
WITH VENDOR'S LIEN  
CC# 2006-106763  
O.R.D.C.T.



SAMUEL M. HAYDEN SURVEY  
ABSTRACT NO. 537

DANIEL CRAWFORD AND  
DAVID ALLEN CRAWFORD  
SPECIAL WARRANTY DEED  
CC# 2012-79619  
O.R.D.C.T.



A LEGAL DESCRIPTION ACCOMPANIES THIS PLAT.

**EXHIBIT "B"**

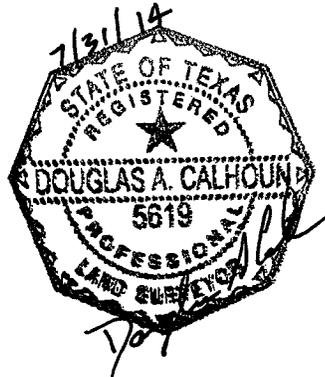
**0.0103 ACRE DRAINAGE  
EASEMENT (DE-16)**

OUT OF THE  
**SAMUEL M. HAYDEN SURVEY  
ABSTRACT NO. 537**  
CITY OF LEWISVILLE  
DENTON COUNTY, TEXAS

**LEGEND**

- DRAINAGE EASEMENT
- EXISTING PROPERTY LINE
- NEW RIGHT-OF-WAY LINE
- FOUND IRON ROD (UNLESS NOTED OTHERWISE)
- 1/2" SET IRON ROD W/ YELLOW PLASTIC CAP STAMPED "HALFF ASSOC. INC."
- 1/2" SET IRON ROD W/ BLUE PLASTIC CAP STAMPED "HALFF ESMT"

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM NAD 83, NORTH CENTRAL ZONE (4202), BASED ON CITY OF LEWISVILLE MONUMENTS 13 AND 33 OBSERVED BY OPS USING WESTERN DATA SYSTEMS DALLAS/FORT WORTH AREA RTK COOPERATIVE NETWORK ON 7/22/2013, CONVERGENCE ANGLE FOR CITY OF LEWISVILLE MONUMENT 13 IS 00 DEGREES 51 MINUTES 28.46486 SECONDS, ACCORDING TO CORPSCON V6.0.1 AS PROVIDED BY THE U.S. ARMY CORPS OF ENGINEERS. COORDINATES SHOWN ARE GRID COORDINATES, DISTANCES SHOWN ARE SURFACE DISTANCES, SCALE FACTOR IS 1.00015063.



HALFF  
TBPLS FIRM NO. 10029605  
4000 FOSSIL CREEK BLVD  
FORT WORTH, TEXAS 76137-2797  
TEL (817) 847-1422  
FAX (817) 232-9784

**DRAINAGE EASEMENT**

FILE: EXH16-HURST-DE16-29603.dgn

DATE: JUNE 2014    AVO: 29603    PAGE 2 of 2

I, Douglas A. Calhoun, Registered Professional Land Surveyor, do hereby certify that this parcel was prepared from a survey made on the ground under my supervision and direction.

8/27/2014 8:03:17 AM ah1731 HALFF I:\29603\29603\CADD\Sheets\Legal\Exhibit\EXH16-HURST-DE16-29603.dgn Sheet

EXHIBIT "A"  
TRACT 16  
TEMPORARY CONSTRUCTION EASEMENTS

**TCE-16a**

BEING a tract of land in the Samuel M. Hayden Survey, Abstract No. 537 in the City of Lewisville, Denton County, Texas, being a part of that tract of land described in Special Warranty Deed with Vendor's Lien to Joey W. Hurst and wife, Daphne Hurst, as recorded in County Clerk's Document No. 2002-R0119953 in the Deed Records of Denton County, Texas, and being a part of Hurst Industrial Park Addition, Lot 1, Block A, an addition to the City of Lewisville, Denton County, Texas, as recorded in County Clerk's Document No. 2010-30 in the Plat Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch found iron rod with unreadable plastic cap for the common southwest corner of said Hurst tract and the southeast corner of that tract of land described in Warranty Deed with Vendor's Lien to Hairadin Investment Group, Inc., as recorded in County Clerk's Document No. 2006-106763 in the Official Records of Denton County, Texas, being on the north right-of-way line of Midway Road (60 foot wide right-of-way at this point);

THENCE North 05 degrees 27 minutes 56 seconds East, departing said north right-of-way line and along the common line between the east line of said Hurst tract and the west line of said Hairadin tract, a distance of 15.08 feet to a point for corner;

THENCE North 89 degrees 26 minutes 59 seconds East, departing said common line, a distance of 49.18 feet to a point for corner;

THENCE South 00 degrees 29 minutes 45 seconds East, a distance of 15.00 feet to a 1/2-inch set iron rod with blue plastic cap stamped "HALFF ESMT" for corner on said north right-of-way line;

THENCE South 89 degrees 26 minutes 59 seconds West, along said north right-of-way line, a distance of 50.75 feet to the POINT OF BEGINNING AND CONTAINING 749 square feet or 0.0172 acres of land, more or less.

**TCE-16b**

BEING a tract of land in the Samuel M. Hayden Survey, Abstract No. 537 in the City of Lewisville, Denton County, Texas, being a part of that tract of land described in Special Warranty Deed with Vendor's Lien to Joey W. Hurst and wife, Daphne Hurst, as recorded in County Clerk's Document No. 2002-R0119953 in the Deed Records of Denton County, Texas, and being a part of Hurst Industrial Park Addition, Lot 1, Block A, an addition to the City of Lewisville, Denton County, Texas, as recorded in County Clerk's Document No. 2010-30 in the Plat Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2-inch found iron rod with unreadable plastic cap for the common southwest corner of said Hurst tract and the southeast corner of that tract of land described in Warranty Deed with Vendor's Lien to Hairadin Investment Group, Inc., as recorded in County Clerk's Document No. 2006-106763 in the Official Records of Denton County, Texas (O.R.D.C.T.), being on the north right-of-way line of Midway Road (60 foot wide right-of-way at this point);

THENCE North 89 degrees 26 minutes 59 seconds East, along said north right-of-way line, a distance of 70.75 feet to a 1/2-inch set iron rod with blue plastic cap stamped "HALFF ESMT" for the POINT OF BEGINNING;

THENCE North 00 degrees 29 minutes 45 seconds West, departing said north-right-of-way line, a distance of 15.00 feet to a point for corner;

THENCE North 89 degrees 26 minutes 59 seconds East, a distance of 40.29 feet to a point for corner;

THENCE North 00 degrees 30 minutes 08 seconds West, a distance of 10.00 feet to a point for corner;

THENCE North 89 degrees 26 minutes 59 seconds East, a distance of 40.00 feet to a point for corner;

THENCE South 00 degrees 30 minutes 08 seconds East, a distance of 10.00 feet to a point for corner;

THENCE North 89 degrees 26 minutes 59 seconds East, a distance of 70.68 feet to a point for corner on the common line between the east line of said Hurst tract and the west line of that tract of land described as Tract A in Special Warranty Deed to Castle Hills Property Company, as recorded in County Clerk's Document No. 2006-153339 O.R.D.C.T.;

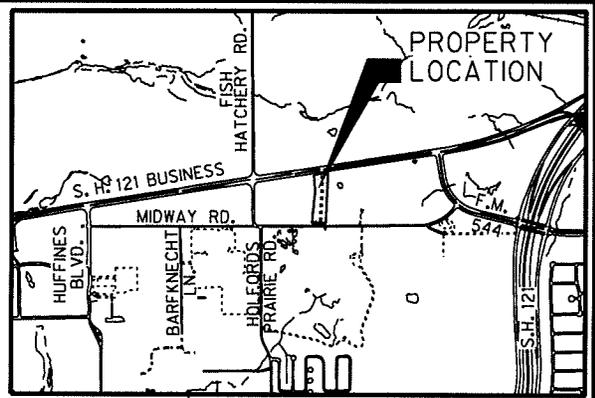
THENCE South 02 degrees 22 minutes 41 seconds West, along said common line, a distance of 15.02 feet to a 1/2-inch set iron rod with yellow plastic cap stamped "HALFF ASSOC. INC." for the southeast corner of said Hurst tract, being on the new north right-of-way line of Midway Road (60 foot right-of-way at this point);

THENCE South 89 degrees 26 minutes 59 seconds West, departing said common line and along said north right-of-way line, a distance of 150.22 feet to the POINT OF BEGINNING AND CONTAINING 2,659 square feet or 0.0610 acres of land, more or less.

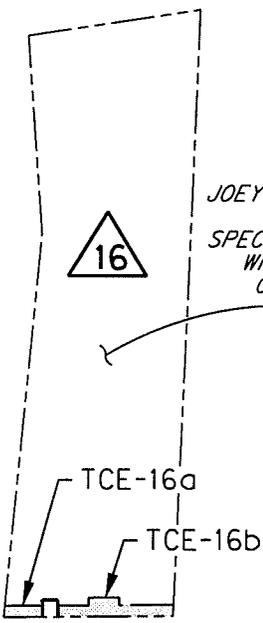
A plat accompanies this legal description.

**DISTANCE/BEARING TABLE**

L1	S00° 29' 45"E 15.00'
L2	N00° 29' 45"W 15.00'
L3	N00° 30' 08"W 10.00'
L4	S00° 30' 08"E 10.00'
L5	S02° 22' 41"W 15.02'



**LOCATION MAP**  
N.T.S.



**PARENT TRACT**  
N.T.S.

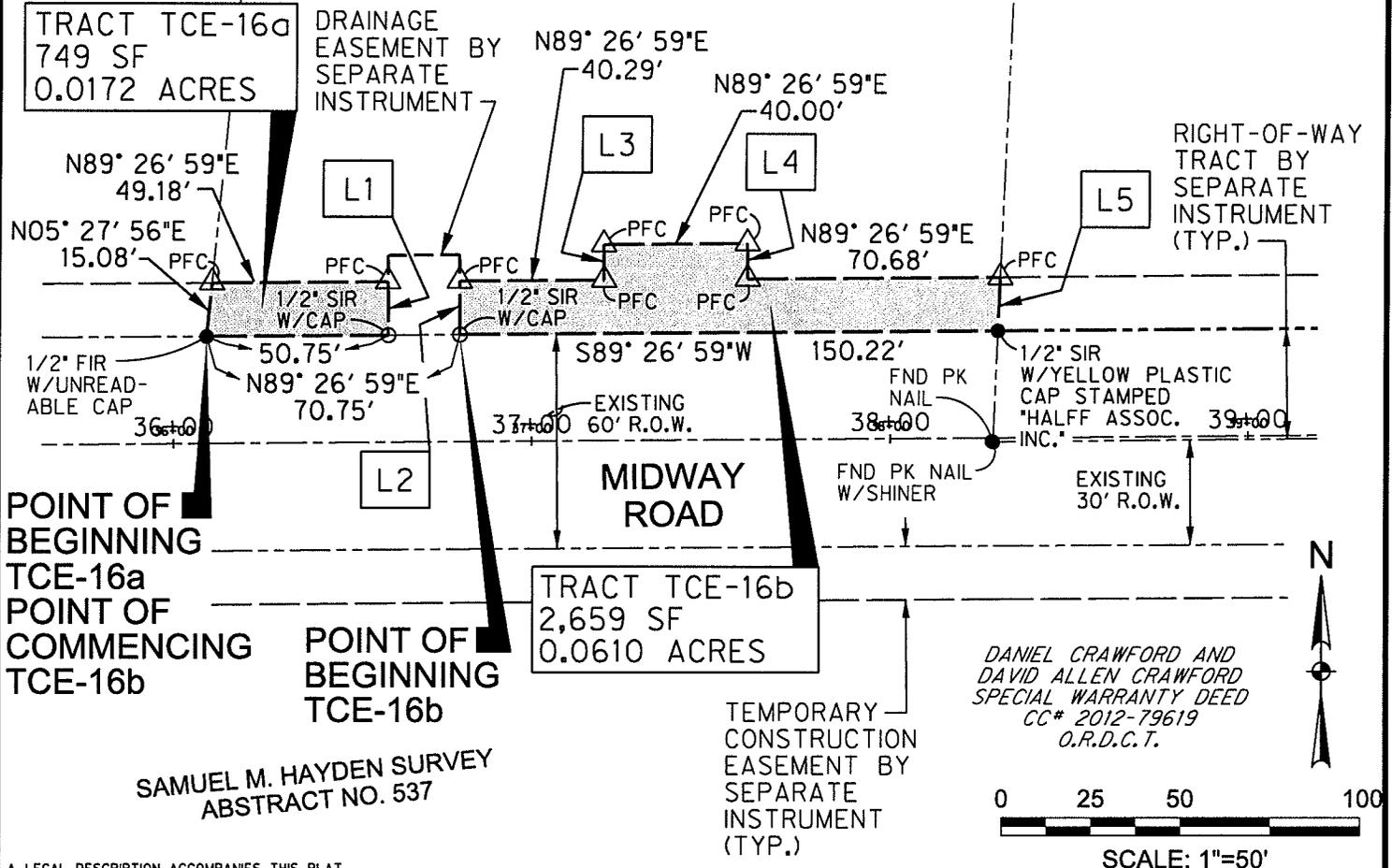
JOEY W. HURST AND WIFE  
DAPHNE HURST  
SPECIAL WARRANTY DEED  
WITH VENDORS LIEN  
CC# 2002-119953  
D.R.D.C.T.

**HURST INDUSTRIAL  
PARK ADDITION,  
LOT 1, BLOCK A  
CC# 2010-30  
P.R.D.C.T.**

**JOEY W. HURST AND WIFE  
DAPHNE HURST  
SPECIAL WARRANTY DEED  
WITH VENDORS LIEN  
CC# 2002-R0119953  
D.R.D.C.T.**

CASTLE HILLS  
PROPERTY COMPANY  
SPECIAL WARRANTY DEED  
TRACT A  
CC# 2006-153339  
O.R.D.C.T.

HAIRADIN INVESTMENT  
GROUP, INC.  
SPECIAL WARRANTY  
DEED  
WITH VENDORS LIEN  
CC# 2006-106763  
O.R.D.C.T.



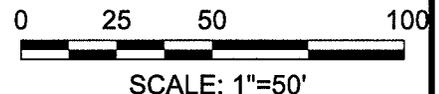
POINT OF BEGINNING  
TCE-16a  
POINT OF COMMENCING  
TCE-16b

POINT OF BEGINNING  
TCE-16b

SAMUEL M. HAYDEN SURVEY  
ABSTRACT NO. 537

DANIEL CRAWFORD AND  
DAVID ALLEN CRAWFORD  
SPECIAL WARRANTY DEED  
CC# 2012-79619  
O.R.D.C.T.

TEMPORARY  
CONSTRUCTION  
EASEMENT BY  
SEPARATE  
INSTRUMENT  
(TYP.)



A LEGAL DESCRIPTION ACCOMPANIES THIS PLAT.

**EXHIBIT "B"**

**0.0172 ACRE (TCE-16a), &  
0.061 ACRE (TCE-16b)  
TEMPORARY CONSTRUCTION  
EASEMENTS**

OUT OF THE

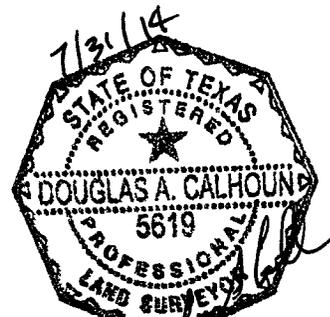
SAMUEL M. HAYDEN SURVEY  
ABSTRACT NO. 537

CITY OF LEWISVILLE  
DENTON COUNTY, TEXAS

**LEGEND**

- TEMPORARY CONSTRUCTION EASEMENT
- EXISTING PROPERTY LINE
- NEW RIGHT-OF-WAY LINE
- FIR
- FOUND IRON ROD (UNLESS NOTED OTHERWISE)
- POINT FOR A CORNER
- 1/2" SET IRON ROD W/ BLUE PLASTIC CAP STAMPED "HALFF ESMT"

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM NAD 83, NORTH CENTRAL ZONE (4202), BASED ON CITY OF LEWISVILLE MONUMENTS 13 AND 33 OBSERVED BY GPS USING WESTERN DATA SYSTEMS DALLAS/FORT WORTH AREA RTK COOPERATIVE NETWORK ON 7/22/2013, CONVERGENCE ANGLE FOR CITY OF LEWISVILLE MONUMENT 13 IS 00 DEGREES 51 MINUTES 28.46486 SECONDS, ACCORDING TO CORPSCON V6.0.1 AS PROVIDED BY THE U.S. ARMY CORPS OF ENGINEERS. COORDINATES SHOWN ARE GRID COORDINATES, DISTANCES SHOWN ARE SURFACE DISTANCES, SCALE FACTOR IS 1.00015063.



TBPLS FIRM NO. 10029605  
4000 FOSSIL CREEK BLVD  
FORT WORTH, TEXAS 76137-2797  
TEL (817) 847-1422  
FAX (817) 232-8784

**TEMPORARY CONSTRUCTION EASEMENTS**

FILE: EXH16-HURST-TCE16a&b-29603.dgn

DATE: JUNE 2014

AVO: 29603

PAGE 3 of 3

I, Douglas A. Calhoun, Registered Professional Land Surveyor, do hereby certify that this parcel was prepared from a survey made on the ground under my supervision and direction.

9/27/2014 8:03:32 AM ah1731 HALFF I:\29600s\29603\CADD\Sheets\Legal\Exhibits\EXH16-HURST-TCE16a&b-29603.dgn Sheet

EXHIBIT "A"  
TRACT 17  
DRAINAGE EASEMENTS

**DRAINAGE EASEMENT 17a**

BEING a tract of land in the Samuel M. Hayden Survey, Abstract No. 537 in the City of Lewisville, Denton County, Texas, being a part of that tract of land described as Tract A in Special Warranty Deed to Castle Hills Property Company, as recorded in County Clerk's Document No. 2006-153339 in the Official Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING from a found PK nail with shiner for the southwest corner of said Tract A, being in the center of Midway Road (variable width right-of-way);

THENCE North 02 degrees 22 minutes 41 seconds East, along the west line of said Tract A, a distance of 31.11 feet to a 1/2-inch set iron rod with yellow plastic cap stamped "HALFF ASSOC. INC." for corner on the new north right-of-way line of Midway Road, also being the southeast corner of Hurst Industrial Park Addition, Lot 1, Block A, an addition to the City of Lewisville, Denton County, Texas, as recorded in County Clerk's Document No. 2010-30 in the Plat Records of Denton County, Texas;

THENCE North 89 degrees 20 minutes 14 seconds East, departing said west line and along said new north right-of-way line, a distance of 92.65 feet to a 1/2-inch set iron rod with blue plastic cap stamped "HALFF ESMT" (hereinafter referred to as "with blue cap") for the POINT OF BEGINNING;

THENCE North 00 degrees 39 minutes 45 seconds West, departing said new north right-of-way line, a distance of 50.00 feet to a 1/2-inch set iron rod with blue cap for corner;

THENCE North 89 degrees 20 minutes 15 seconds East, a distance of 74.00 feet to a 1/2-inch set iron rod with blue cap for corner;

THENCE South 00 degrees 39 minutes 45 seconds East, a distance of 50.00 feet to a 1/2-inch set iron rod with blue cap for corner on said new north right-of-way line;

THENCE South 89 degrees 20 minutes 14 seconds West, along said new north right-of-way line, a distance of 74.00 feet to the POINT OF BEGINNING AND CONTAINING 3,700 square feet or 0.0849 acres of land, more or less.

**DRAINAGE EASEMENT 17b**

BEING a tract of land in the Samuel M. Hayden Survey, Abstract No. 537 in the City of Lewisville, Denton County, Texas, being a part of that tract of land described as Tract A in Special Warranty Deed to Castle Hills Property Company, as recorded in County Clerk's Document No. 2006-153339 in the Official Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING from a found PK nail with shiner for the southwest corner of said Tract A, being in the center of Midway Road (variable width right-of-way);

THENCE North 02 degrees 22 minutes 41 seconds East, along the west line of said Tract A, a distance of 31.11 feet to a 1/2-inch set iron rod with yellow plastic cap stamped "HALFF ASSOC. INC." for corner on the new north right-of-way line of Midway Road, also being the southeast corner of Hurst Industrial Park Addition, Lot 1, Block A, an addition to the City of Lewisville, Denton County, Texas, as recorded in County Clerk's Document No. 2010-30 in the Plat Records of Denton County, Texas;

THENCE North 89 degrees 20 minutes 14 seconds East, departing said west line and along said new north right-of-way line, a distance of 808.04 feet to a 1/2-inch set iron rod with blue plastic

cap stamped "HALFF ESMT" (hereinafter referred to as "with blue cap") for the POINT OF BEGINNING;

THENCE North 15 degrees 39 minutes 45 seconds West, departing said new north right-of-way line, a distance of 47.62 feet to a 1/2-inch set iron rod with blue cap for corner;

THENCE North 89 degrees 20 minutes 15 seconds East, a distance of 64.19 feet to a 1/2-inch set iron rod with blue cap for corner;

THENCE South 15 degrees 39 minutes 45 seconds East, a distance of 47.62 feet to a 1/2-inch set iron rod with blue cap for corner on said new north right-of-way line;

THENCE South 89 degrees 20 minutes 14 seconds West, along said new north right-of-way line, a distance of 64.19 feet to the POINT OF BEGINNING AND CONTAINING 2,953 square feet or 0.0678 acres of land, more or less.

### **DRAINAGE EASEMENT 17c**

BEING a tract of land in the Samuel M. Hayden Survey, Abstract No. 537 in the City of Lewisville, Denton County, Texas, being a part of that tract of land described as Tract A in Special Warranty Deed to Castle Hills Property Company, as recorded in County Clerk's Document No. 2006-153339 in the Official Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING from a found PK nail with shiner for the southwest corner of said Tract A, being in the center of Midway Road (variable width right-of-way);

THENCE North 02 degrees 22 minutes 41 seconds East, along the west line of said Tract A, a distance of 31.11 feet to a 1/2-inch set iron rod with yellow plastic cap stamped "HALFF ASSOC. INC." for corner on the new north right-of-way line of Midway Road, also being the southeast corner of Hurst Industrial Park Addition, Lot 1, Block A, an addition to the City of Lewisville, Denton County, Texas, as recorded in County Clerk's Document No. 2010-30 in the Plat Records of Denton County, Texas;

THENCE North 89 degrees 20 minutes 14 seconds East, departing said west line and along said new north right-of-way line, a distance of 1,290.19 feet to a 1/2-inch set iron rod with blue plastic cap stamped "HALFF ESMT" (hereinafter referred to as "with blue cap") for the POINT OF BEGINNING;

THENCE North 14 degrees 20 minutes 15 seconds East, departing said new north right-of-way line, a distance of 51.76 feet to a 1/2-inch set iron rod with blue cap for corner;

THENCE North 89 degrees 20 minutes 15 seconds East, a distance of 68.33 feet to a 1/2-inch set iron rod with blue cap for corner;

THENCE South 14 degrees 20 minutes 15 seconds West, a distance of 51.76 feet to a 1/2-inch set iron rod with blue cap for corner on said new north right-of-way line;

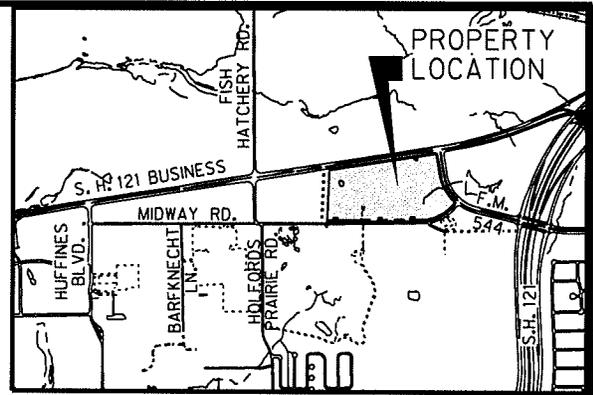
THENCE South 89 degrees 20 minutes 14 seconds West, along said new north right-of-way line, a distance of 68.33 feet to the POINT OF BEGINNING AND CONTAINING 3,416 square feet or 0.0784 acres of land, more or less.

A plat accompanies this legal description.

1/2" FIR W/  
GEER 4117  
CAP

1/2" FIR

SAMUEL M. HAYDEN SURVEY  
ABSTRACT NO. 537



LOCATION MAP  
N.T.S.

HURST INDUSTRIAL  
PARK ADDTION,  
LOT 1, BLOCK A  
CC# 2010-30

JOEY W. HURST  
AND WIFE  
DAPHNE HURST  
SPECIAL WARRANTY  
DEED  
(VENDOR'S LIEN  
CC# 2002-119953  
D.R.D.C.T.

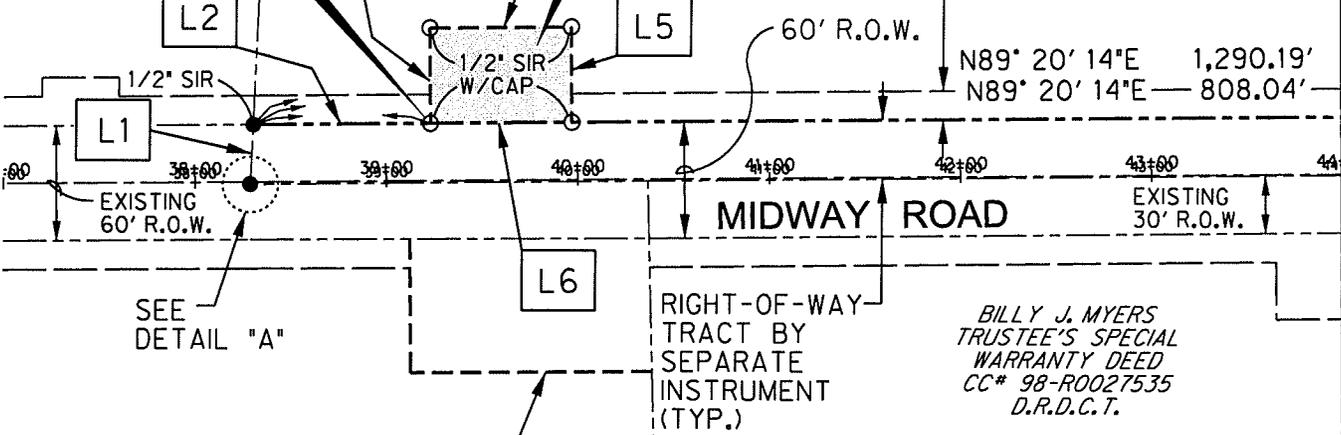
CASTLE HILLS PROPERTY COMPANY  
SPECIAL WARRANTY DEED  
TRACT A  
CC# 2006-153339  
O.R.D.C.T.



TRACT DE-17a  
3,700 SF  
0.0849 ACRE

TEMPORARY  
CONSTRUCTION  
EASEMENT BY  
SEPARATE  
INSTRUMENT  
(TYP.)

POINT OF  
BEGINNING  
DE-17a



SEE  
DETAIL "A"

DRAINAGE  
EASEMENT BY  
SEPARATE  
INSTRUMENT

RIGHT-OF-WAY  
TRACT BY  
SEPARATE  
INSTRUMENT  
(TYP.)

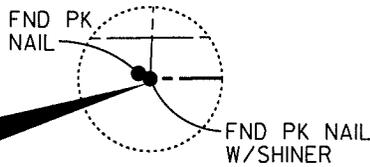
BILLY J. MYERS  
TRUSTEE'S SPECIAL  
WARRANTY DEED  
CC# 98-RO027535  
D.R.D.C.T.

DANIEL CRAWFORD AND  
DAVID ALLEN CRAWFORD  
SPECIAL WARRANTY DEED  
CC# 2012-79619  
O.R.D.C.T.

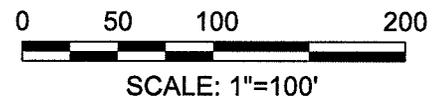
DISTANCE/BEARING TABLE

L1	N02° 22' 41"E 31.11'	L4	N89° 20' 15"E 74.00'
L2	N89° 20' 14"E 92.65'	L5	S00° 39' 45"E 50.00'
L3	N00° 39' 45"W 50.00'	L6	S89° 20' 14"W 74.00'

POINT OF  
COMMENCING  
DE-17a, DE-17b  
& DE-17c



DETAIL "A"  
SCALE: 1" = 5'



SCALE: 1"=100'

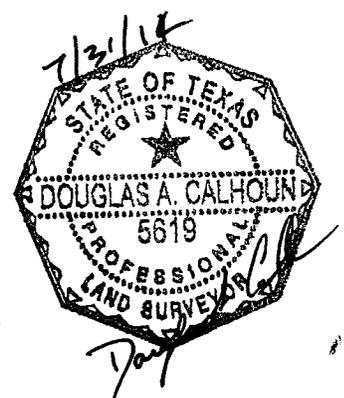
A LEGAL DESCRIPTION ACCOMPANIES THIS PLAT.

EXHIBIT "B"  
0.0849 ACRE DRAINAGE  
EASEMENT (DE-17a),  
0.0678 ACRE DRAINAGE  
EASEMENT (DE-17b), &  
0.0784 ACRE DRAINAGE  
EASEMENT (DE-17c)

OUT OF THE  
SAMUEL M. HAYDEN SURVEY  
ABSTRACT NO. 537  
CITY OF LEWISVILLE  
DENTON COUNTY, TEXAS

LEGEND

- DRAINAGE EASEMENT
  - EXISTING PROPERTY LINE
  - NEW RIGHT-OF-WAY LINE
  - FOUND IRON ROD (UNLESS NOTED OTHERWISE)
  - 1/2" SET IRON ROD W/ YELLOW PLASTIC CAP STAMPED 'HALFF ASSOC. INC.'
  - 1/2" SET IRON ROD W/ BLUE PLASTIC CAP STAMPED 'HALFF ESMT'
- BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM NAD 83, NORTH CENTRAL ZONE (4202), BASED ON CITY OF LEWISVILLE MONUMENTS 13 AND 33 OBSERVED BY GPS USING WESTERN DATA SYSTEMS DALLAS/FORT WORTH AREA RTK COOPERATIVE NETWORK ON 7/22/2013, CONVERGENCE ANGLE FOR CITY OF LEWISVILLE MONUMENT 13 IS 00 DEGREES 51 MINUTES 28.46486 SECONDS, ACCORDING TO CORPSCON V6.0.1 AS PROVIDED BY THE U.S. ARMY CORPS OF ENGINEERS. COORDINATES SHOWN ARE GRID COORDINATES, DISTANCES SHOWN ARE SURFACE DISTANCES, SCALE FACTOR IS 1.00015063.



I, Douglas A. Calhoun, Registered Professional Land Surveyor, do hereby certify that this parcel was prepared from a survey made on the ground under my supervision and direction.



DRAINAGE EASEMENT

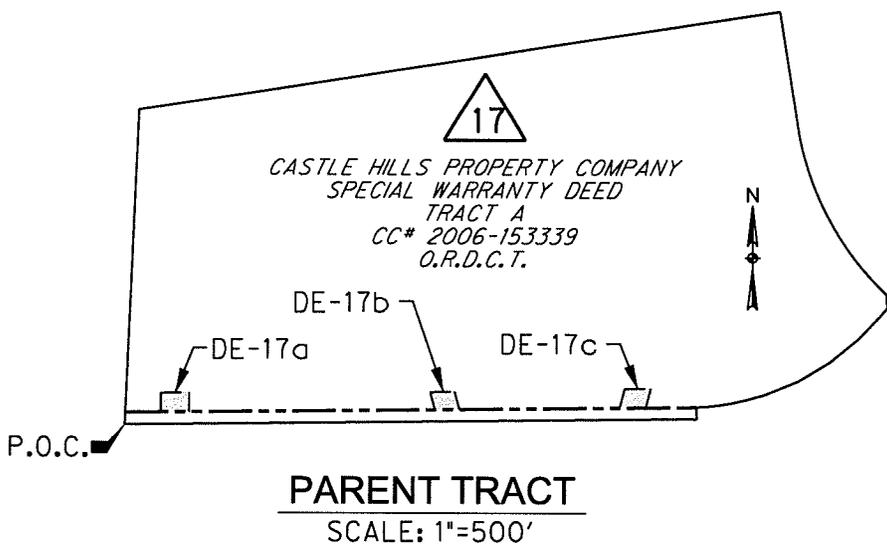
FILE: EXH17-CHPC-DE17a-29603.dgn

DATE: JUNE 2014

AVO: 29603

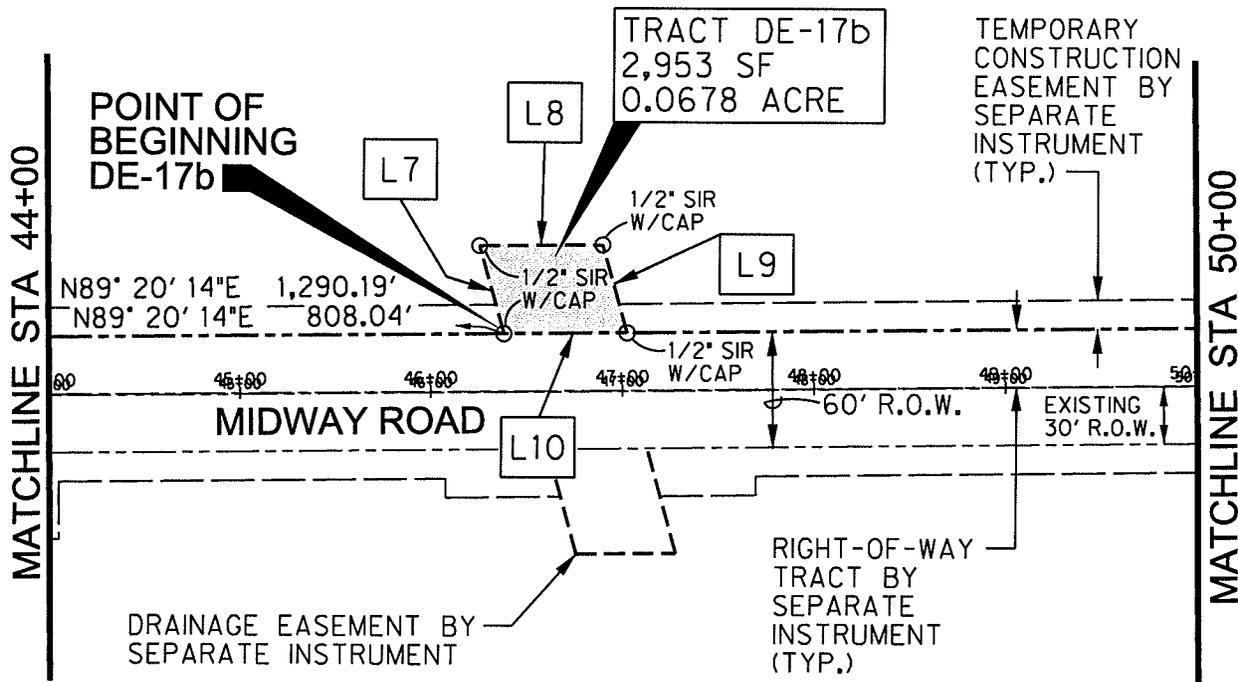
PAGE 3 of 5

Sheet 1:29603.dgn 9/27/2014 8:03:48 AM ah1731 HALFF I:\29603\29603\CADD\Sheets\Legal\Exhibit\EXH17-CHPC-DE17a-29603.dgn SW\_HPF040.MON.FS.FW.plt



SAMUEL M. HAYDEN SURVEY  
ABSTRACT NO. 537

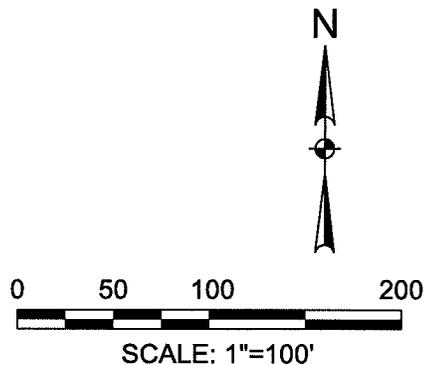
CASTLE HILLS PROPERTY COMPANY  
SPECIAL WARRANTY DEED  
TRACT A  
CC# 2006-153339  
O.R.D.C.T.



**DISTANCE/BEARING TABLE**

L7	N15° 39' 45"W 47.62'
L8	N89° 20' 15"E 64.19'
L9	S15° 39' 45"E 47.62'
L10	S89° 20' 14"W 64.19'

BILLY J. MYERS  
TRUSTEE'S SPECIAL  
WARRANTY DEED  
CC# 98-R0027535  
D.R.D.C.T.



A LEGAL DESCRIPTION ACCOMPANIES THIS PLAT.

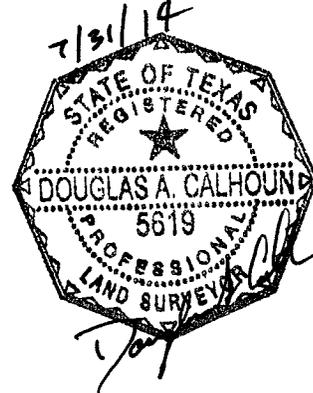
**EXHIBIT "B"**  
**0.0849 ACRE DRAINAGE  
EASEMENT (DE-17a),  
0.0678 ACRE DRAINAGE  
EASEMENT (DE-17b), &  
0.0784 ACRE DRAINAGE  
EASEMENT (DE-17c)**

OUT OF THE  
SAMUEL M. HAYDEN SURVEY  
ABSTRACT NO. 537  
CITY OF LEWISVILLE  
DENTON COUNTY, TEXAS

**LEGEND**

- DRAINAGE EASEMENT
- EXISTING PROPERTY LINE
- NEW RIGHT-OF-WAY LINE
- FOUND IRON ROD (UNLESS NOTED OTHERWISE)
- 1/2" SIR
- 1/2" SET IRON ROD W/ YELLOW PLASTIC CAP STAMPED 'HALFF ASSOC. INC.'
- 1/2" SIR W/CAP
- 1/2" SET IRON ROD W/ BLUE PLASTIC CAP STAMPED 'HALFF ESMT'

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM NAD 83, NORTH CENTRAL ZONE (4202), BASED ON CITY OF LEWISVILLE MONUMENTS 13 AND 33 OBSERVED BY GPS USING WESTERN DATA SYSTEMS DALLAS/FORT WORTH AREA RTK COOPERATIVE NETWORK ON 7/22/2013, CONVERGENCE ANGLE FOR CITY OF LEWISVILLE MONUMENT 13 IS 00 DEGREES 51 MINUTES 28.46486 SECONDS, ACCORDING TO CORPSCON V6.0.1 AS PROVIDED BY THE U.S. ARMY CORPS OF ENGINEERS. COORDINATES SHOWN ARE GRID COORDINATES, DISTANCES SHOWN ARE SURFACE DISTANCES, SCALE FACTOR IS 1.00015063.



4000 FOSSIL CREEK BLVD  
FORT WORTH, TEXAS 76137-2797  
TEL (817) 947-1422  
FAX (817) 232-9764

**DRAINAGE EASEMENTS**

FILE: EXH17-CHPC-DE17b-29603.dgn

DATE: JUNE 2014

AVO: 29603

PAGE 4 of 5

**DISTANCE/BEARING TABLE**

L11	N14° 20' 15"E 51.76'
L12	N89° 20' 15"E 68.33'
L13	S14° 20' 15"W 51.76'
L14	S89° 20' 14"W 68.33'



**CASTLE HILLS PROPERTY COMPANY  
SPECIAL WARRANTY DEED  
TRACT A  
CC# 2006-153339  
O.R.D.C.T.**

FM 544

APPROX. ABSTRACT LINE

APPROX. ABSTRACT LINE

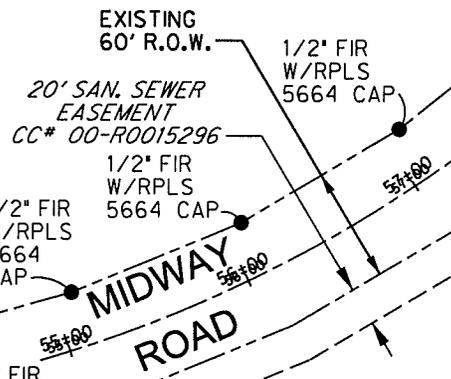
J. E. McWHORTER  
SURVEY  
ABSTRACT  
NO. 1690

B.B.B. & C. RR. SURVEY  
ABSTRACT NO. 180

TRACT DE-17c  
3,416 SF  
0.0784 ACRES

RIGHT-OF-WAY  
TRACT BY  
SEPARATE  
INSTRUMENT  
(TYP.)

TEMPORARY  
CONSTRUCTION  
EASEMENT BY  
SEPARATE  
INSTRUMENT  
(TYP.)



FIRE STATION NO.6  
CAB. R. PG. 250  
CC# 00-RO015296  
P.R.D.C.T.

CITY OF LEWISVILLE  
SPECIAL WARRANTY  
DEED  
CC# 99-96797  
D.R.D.C.T.

VARIABLE WIDTH  
ACCESS ESMT.  
CC# 2009-126

15' ELEC. ESMT.  
CC# 2009-126

POINT OF  
BEGINNING  
DE-17c

MATCHLINE STA 50+00

N89° 20' 14"E  
1,290.19'

60' R.O.W.

EXISTING  
30' R.O.W.

FND PK  
NAIL  
BEARS  
S76°51'29"W  
0.35'

FND PK  
NAIL W/  
SHINER  
BEARS  
N31°55'38"W  
0.31'

DRAINAGE EASEMENT BY  
SEPARATE INSTRUMENT

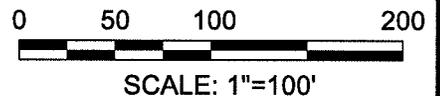
BILLY J. MYERS  
TRUSTEE'S  
SPECIAL  
WARRANTY DEED  
CC# 98-RO027535  
D.R.D.C.T.

SAMUEL M. HAYDEN  
SURVEY  
ABSTRACT NO. 537

MIDWAY PUMP  
STATION ADDITION,  
LOT 1, BLOCK A  
CC# 2009-126  
P.R.D.C.T.

CITY OF LEWISVILLE  
SPECIAL WARRANTY DEED  
CC# 2009-35607  
O.R.D.C.T.

H. YOUNG SURVEY  
ABSTRACT NO. 1448



A LEGAL DESCRIPTION ACCOMPANIES THIS PLAT.

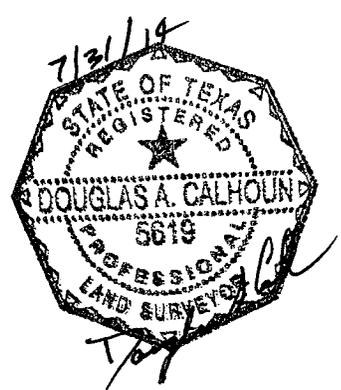
**EXHIBIT "B"**  
**0.0849 ACRE DRAINAGE  
EASEMENT (DE-17a),  
0.0678 ACRE DRAINAGE  
EASEMENT (DE-17b), &  
0.0784 ACRE DRAINAGE  
EASEMENT (DE-17c)**

OUT OF THE  
**SAMUEL M. HAYDEN SURVEY  
ABSTRACT NO. 537  
CITY OF LEWISVILLE  
DENTON COUNTY, TEXAS**

**LEGEND**

- DRAINAGE EASEMENT
- EXISTING PROPERTY LINE
- NEW RIGHT-OF-WAY LINE
- FOUND IRON ROD (UNLESS NOTED OTHERWISE)
- 1/2" SET IRON ROD W/ YELLOW PLASTIC CAP STAMPED "HALFF ASSOC. INC."
- 1/2" SET IRON ROD W/ BLUE PLASTIC CAP STAMPED "HALFF ESMT"

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM NAD 83, NORTH CENTRAL ZONE (4202), BASED ON CITY OF LEWISVILLE MONUMENTS 13 AND 33 OBSERVED BY GPS USING WESTERN DATA SYSTEMS DALLAS/FORT WORTH AREA RTK COOPERATIVE NETWORK ON 7/22/2013, CONVERGENCE ANGLE FOR CITY OF LEWISVILLE MONUMENT 13 IS 00 DEGREES 51 MINUTES 28.46486 SECONDS, ACCORDING TO CORPSCON V6.0.1 AS PROVIDED BY THE U.S. ARMY CORPS OF ENGINEERS. COORDINATES SHOWN ARE GRID COORDINATES, DISTANCES SHOWN ARE SURFACE DISTANCES, SCALE FACTOR IS 1.00015063.



**HALFF**  
TBPLS FIRM NO. 10029805  
4000 FOSSIL CREEK BLVD  
FORT WORTH, TEXAS 76137-2797  
TEL (817) 947-1422  
FAX (817) 232-9784

**DRAINAGE EASEMENTS**

FILE: EXH17-CHPC-DE17c-29603.dgn

DATE: JUNE 2014

AVO: 29603

PAGE 5 of 5

I, Douglas A. Calhoun, Registered Professional Land Surveyor, do hereby certify that this parcel was prepared from a survey made on the ground under my supervision and direction.

8/27/2014 8:04:28 AM ah1731 HALFF I:\29000a\29603\CADD\Sheets\Legal Exhibits\EXH17-CHPC-DE17c-29603.dgn Sheet

EXHIBIT "A"  
TRACT 17  
RIGHT-OF-WAY

BEING a tract of land in the Samuel M. Hayden Survey, Abstract No. 537 and the J. E. McWhorter Survey, Abstract No. 1690 in the City of Lewisville, Denton County, Texas, being a part of that tract of land described as Tract A in Special Warranty Deed to Castle Hills Property Company, as recorded in County Clerk's Document No. 2006-153339 in the Official Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a found PK nail with shiner for the southwest corner of said Tract A, being in the center of Midway Road (variable width right-of-way);

THENCE North 02 degrees 22 minutes 41 seconds East, along the west line of said Tract A, a distance of 31.11 feet to a 1/2-inch set iron rod with yellow plastic cap stamped "HALFF ASSOC. INC." (hereinafter referred to as "with cap") for corner on the new north right-of-way line of Midway Road, also being the southeast corner of Hurst Industrial Park Addition, Lot 1, Block A, an addition to the City of Lewisville, Denton County, Texas, as recorded in County Clerk's Document No. 2010-30 in the Plat Records of Denton County, Texas;

THENCE North 89 degrees 20 minutes 14 seconds East, departing said west line and along said new north right-of-way line, a distance of 1,461.75 feet to a 1/2-inch set iron rod with cap for the point of curvature of a circular curve to the left, having a radius of 670.00 feet, whose chord bears North 88 degrees 07 minutes 10 seconds East, a distance of 28.48 feet;

THENCE Northeasterly, continuing along said new north right-of-way line and along said circular curve to the left through a central angle of 02 degrees 26 minutes 10 seconds, an arc length of 28.49 feet to a 1/2-inch found iron rod with cap stamped "RPLS 5664" for corner at the intersection of said new north right-of-way line with the existing north right-of-way line of Midway Road, being on the south line of said Tract A;

THENCE South 02 degrees 41 minutes 59 seconds East, departing said new right-of-way line and along the south line of said Tract A, a distance of 34.45 feet to a point in Midway Road for the point of curvature of a circular curve to the left, not tangent to the preceding coarse, having a radius of 450.00 feet, whose chord bears North 86 degrees 52 minutes 48 seconds West, a distance of 60.13 feet, from which a found PK nail with shiner bears North 31 degrees 55 minutes 38 seconds West, a distance of 0.31 feet;

THENCE Northwesterly, continuing along said south line and along said circular curve to the left through a central angle of 07 degrees 39 minutes 42 seconds, an arc length of 60.17 feet to a point for corner in the center of Midway Road, from which a found PK nail bears South 76 degrees 51 minutes 29 seconds West, a distance of 0.35 feet;

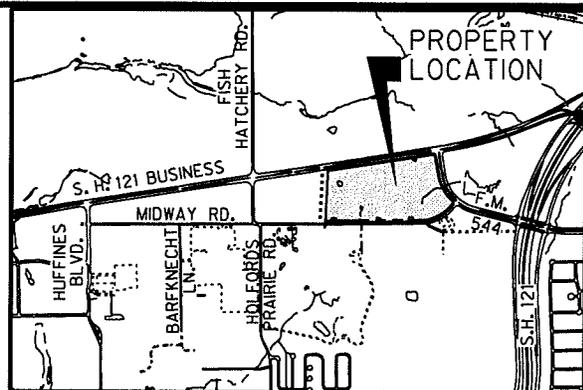
THENCE South 89 degrees 17 minutes 20 seconds West, continuing along said south line and along the center of Midway Road, a distance of 1,433.10 feet to the POINT OF BEGINNING AND CONTAINING 45,485 square feet or 1.044 acres of land, more or less.

A plat accompanies this legal description.

1/2" FIR W/  
GEER 4117  
CAP

1/2" FIR

SAMUEL M. HAYDEN SURVEY  
ABSTRACT NO. 537



LOCATION MAP

N.T.S.

HURST INDUSTRIAL  
PARK ADDITION,  
LOT 1, BLOCK A  
CC# 2010-30

JOEY W. HURST  
AND WIFE  
DAPHNE HURST  
SPECIAL WARRANTY  
DEED  
(VENDOR'S LIEN  
CC# 2002-119953  
D.R.D.C.T.)



CASTLE HILLS PROPERTY COMPANY  
SPECIAL WARRANTY DEED  
TRACT A  
CC# 2006-153339  
O.R.D.C.T.

TRACT ROW-17  
45,485 SF  
1.044 ACRES

DRAINAGE  
EASEMENT  
BY SEPARATE  
INSTRUMENT

N02° 22' 41"E  
31.11'

1/2" SIR  
W/CAP

60' R.O.W.

N89°20'14"E 1,461.75'

EXISTING  
60' R.O.W.

MIDWAY ROAD

S89°17'20"W 1,433.10'

EXISTING  
30' R.O.W.

SEE  
DETAIL "A"

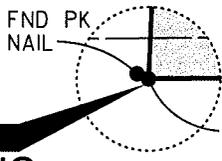
DRAINAGE  
EASEMENT  
BY SEPARATE  
INSTRUMENT

TEMPORARY  
CONSTRUCTION  
EASEMENT BY  
SEPARATE  
INSTRUMENT  
(TYP.)

MATCHLINE STA 44+00

DANIEL CRAWFORD AND  
DAVID ALLEN CRAWFORD  
SPECIAL WARRANTY DEED  
CC# 2012-79619  
O.R.D.C.T.

BILLY J. MYERS  
TRUSTEE'S SPECIAL  
WARRANTY DEED  
CC# 98-R0027535  
D.R.D.C.T.



POINT OF  
BEGINNING  
ROW-17

DETAIL "A"  
SCALE: 1" = 5'



0 50 100 200

SCALE: 1"=100'

A LEGAL DESCRIPTION ACCOMPANIES THIS PLAT.

EXHIBIT "B"

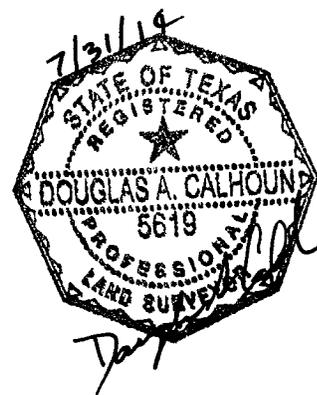
1.044 ACRE  
RIGHT-OF-WAY (ROW-17)

OUT OF THE  
SAMUEL M. HAYDEN SURVEY, ABSTRACT NO. 537  
AND THE J.E. McWHORTER SURVEY,  
ABSTRACT NO. 1690  
CITY OF LEWISVILLE  
DENTON COUNTY, TEXAS

LEGEND

- RIGHT-OF-WAY TRACT
- EXISTING PROPERTY LINE
- CONTROL MONUMENT
- FOUND IRON ROD (UNLESS NOTED OTHERWISE)
- 1/2" SET IRON ROD WITH YELLOW PLASTIC CAP STAMPED "HALFF ASSOC., INC."
- POINT FOR CORNER

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM NAD 83, NORTH CENTRAL ZONE (4202), BASED ON CITY OF LEWISVILLE MONUMENTS 13 AND 33 OBSERVED BY GPS USING WESTERN DATA SYSTEMS DALLAS/FORT WORTH AREA RTK COOPERATIVE NETWORK ON 7/22/2013, CONVERGENCE ANGLE FOR CITY OF LEWISVILLE MONUMENT 13 IS 00 DEGREES 51 MINUTES 28.46486 SECONDS, ACCORDING TO CORPSCON V6.0.1 AS PROVIDED BY THE U.S. ARMY CORPS OF ENGINEERS. COORDINATES SHOWN ARE GRID COORDINATES, DISTANCES SHOWN ARE SURFACE DISTANCES, SCALE FACTOR IS 1.00015063.



RIGHT-OF-WAY

FILE: EXH17-CHPC-ROW17-1-29603.dgn

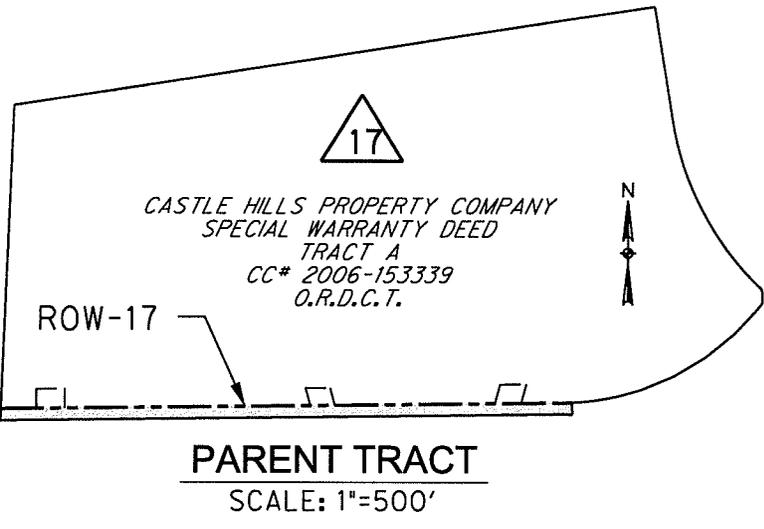
DATE: JUNE 2014

AVO: 29603

PAGE 2 of 4

I, Douglas A. Calhoun, Registered Professional Land Surveyor, do hereby certify that this parcel was prepared from a survey made on the ground under my supervision and direction.

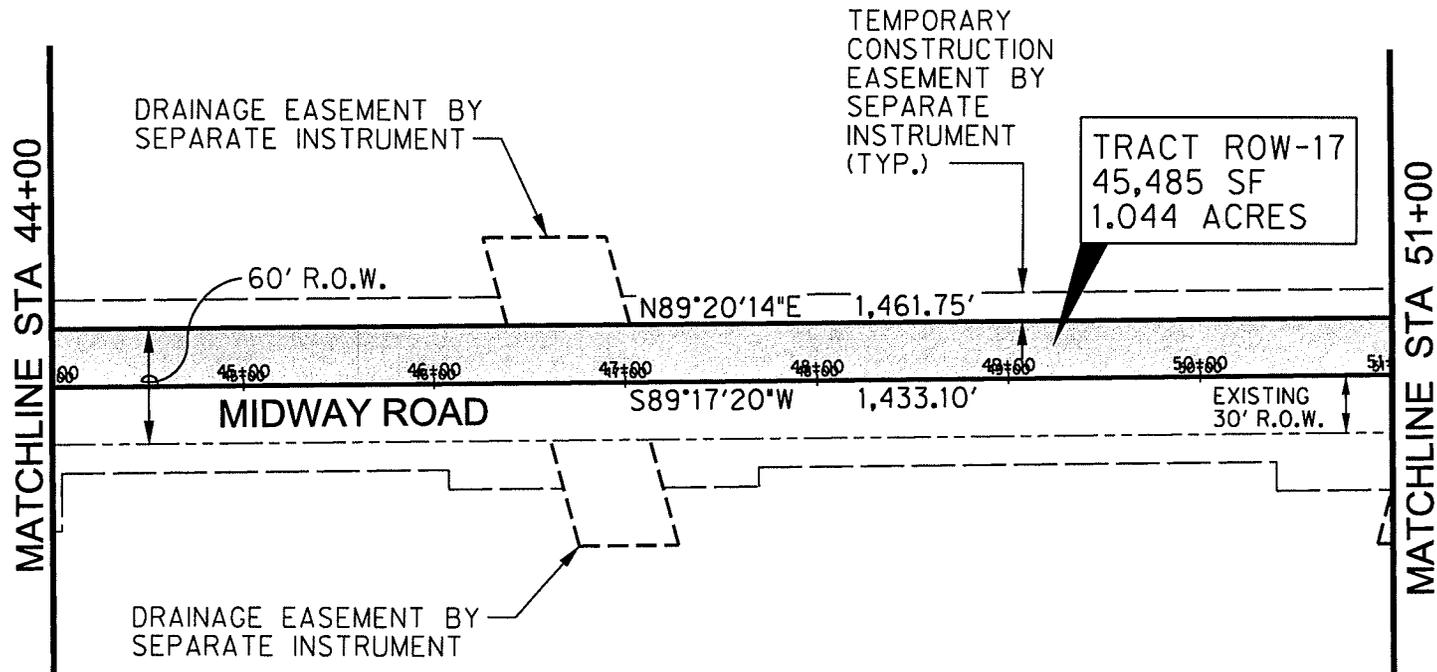
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Sheet  
I:\29600s\29603\CADD\Sheets\Legal Exhibits\EXH17-CHPC-ROW17-1-29603.dgn  
an1731 HALFF  
8/27/2014 8:04:50 AM



SAMUEL M. HAYDEN SURVEY  
ABSTRACT NO. 537

17  
CASTLE HILLS PROPERTY COMPANY  
SPECIAL WARRANTY DEED  
TRACT A  
CC# 2006-153339  
O.R.D.C.T.

PARENT TRACT  
SCALE: 1"=500'



BILLY J. MYERS  
TRUSTEE'S SPECIAL  
WARRANTY DEED  
CC# 98-R0027535  
D.R.D.C.T.

**EXHIBIT 'B'**

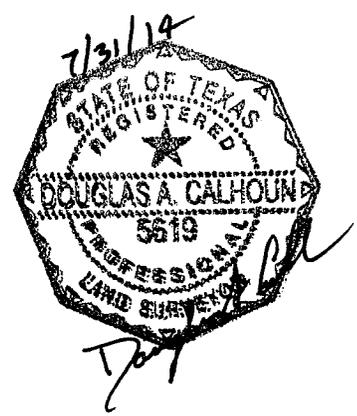
**1.044 ACRE  
RIGHT-OF-WAY (ROW-17)**

OUT OF THE  
SAMUEL M. HAYDEN SURVEY, ABSTRACT NO. 537  
AND THE J.E. McWHORTER SURVEY,  
ABSTRACT NO. 1690  
CITY OF LEWISVILLE  
DENTON COUNTY, TEXAS

**LEGEND**

- RIGHT-OF-WAY TRACT
- EXISTING PROPERTY LINE
- (CM) CONTROL MONUMENT
- FIR ● FOUND IRON ROD (UNLESS NOTED OTHERWISE)
- 1/2" SIR ● 1/2" SET IRON ROD WITH YELLOW PLASTIC CAP STAMPED "HALFF ASSOC., INC."
- PFC △ POINT FOR CORNER

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM NAD 83, NORTH CENTRAL ZONE (4202), BASED ON CITY OF LEWISVILLE MONUMENTS 13 AND 33 OBSERVED BY GPS USING WESTERN DATA SYSTEMS DALLAS/FORT WORTH AREA RTK COOPERATIVE NETWORK ON 7/22/2013, CONVERGENCE ANGLE FOR CITY OF LEWISVILLE MONUMENT 13 IS 00 DEGREES 51 MINUTES 28.46486 SECONDS, ACCORDING TO CORPSCON V6.0.1 AS PROVIDED BY THE U.S. ARMY CORPS OF ENGINEERS. COORDINATES SHOWN ARE GRID COORDINATES, DISTANCES SHOWN ARE SURFACE DISTANCES, SCALE FACTOR IS 1.00015063.



**HALFF**  
TBPLS FIRM NO. 10029605  
4000 FOSSIL CREEK BLVD  
FORT WORTH, TEXAS 76137-2797  
TEL (817) 847-1422  
FAX (817) 232-9784

RIGHT-OF-WAY		
FILE: EXH17-CHPC-ROW17-2-29603.dgn		
DATE: JUNE 2014	AVO: 29603	PAGE 3 of 4

8/27/2014 8:05:07 AM ah1731 HALFF I:\290006\29603\CADD\Sheets\Legal Exhibits\EXH17-CHPC-ROW17-2-29603.dgn Sheet SW\_HF9040.MXD FS\_FW.plt

A LEGAL DESCRIPTION ACCOMPANIES THIS PLAT.

**CURVE DATA TABLE**

**(C1)**  
 $\Delta=02^{\circ} 26' 10''$   
 $R=670.00'$   
 $T=14.25'$   
 $L=28.49'$   
 $CB=N88^{\circ} 07' 10'' E$   
 $CD=28.48'$

**(C2)**  
 $\Delta=07^{\circ} 39' 42''$   
 $R=450.00'$   
 $T=30.13'$   
 $L=60.17'$   
 $CB=N86^{\circ} 52' 48'' W$   
 $CD=60.13'$

**DISTANCE/BEARING TABLE**

**L1**  $S02^{\circ} 41' 59'' E$   
 34.45'

**L2**  $S89^{\circ} 17' 20'' W$   
 1,433.10'



**CASTLE HILLS PROPERTY COMPANY  
 SPECIAL WARRANTY DEED  
 TRACT A  
 CC# 2006-153339  
 O.R.D.C.T.**

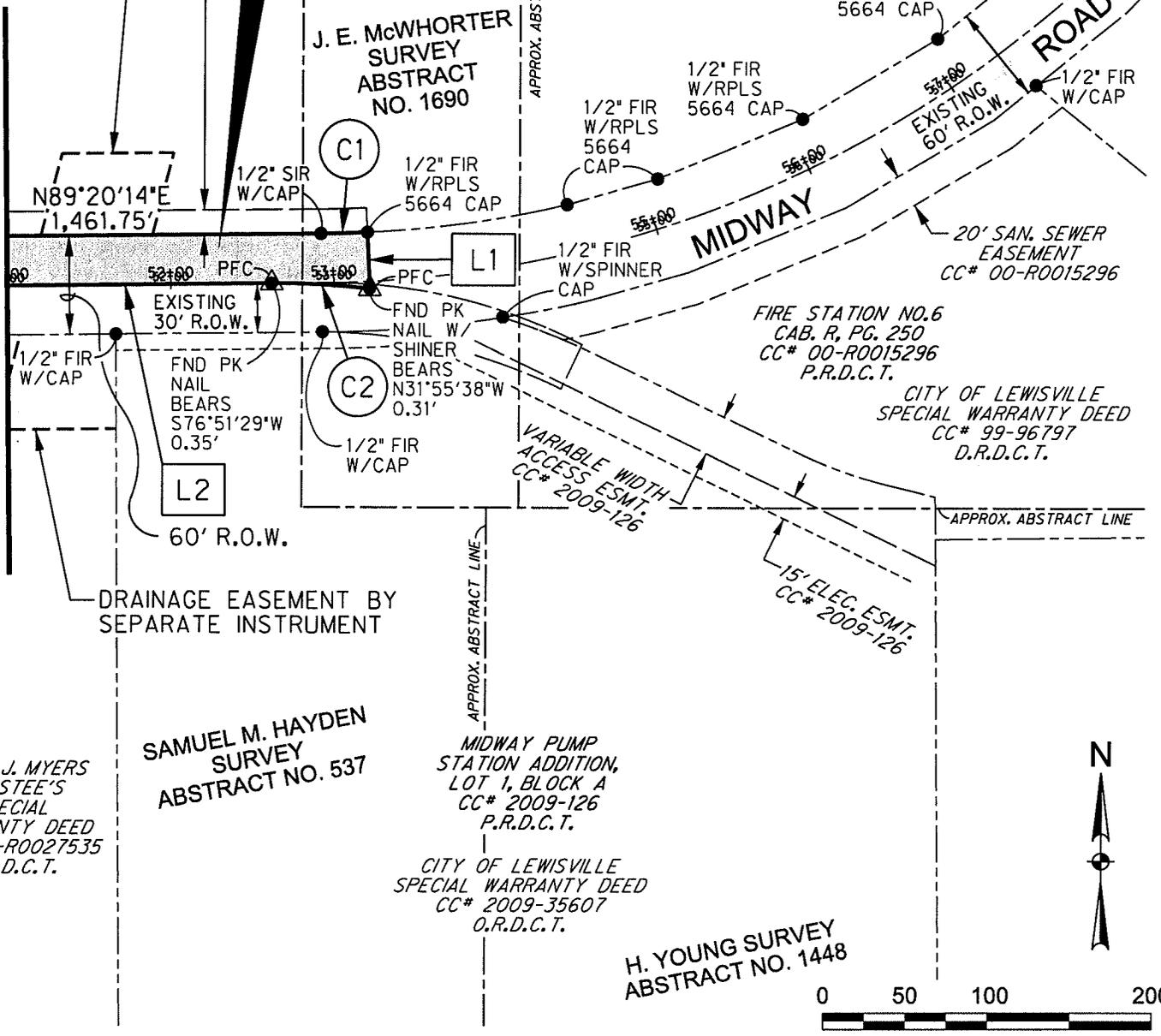
**B.B.B. & C. RR. SURVEY  
 ABSTRACT NO. 180**

DRAINAGE EASEMENT BY SEPARATE INSTRUMENT

**TRACT ROW-17  
 45,485 SF  
 1.044 ACRES**

**J. E. McWHORTER SURVEY  
 ABSTRACT NO. 1690**

**MATCHLINE STA 51+00**



**CITY OF LEWISVILLE  
 SPECIAL WARRANTY DEED  
 CC# 99-96797  
 D.R.D.C.T.**

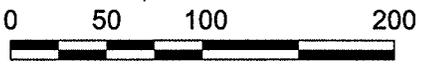
**BILLY J. MYERS TRUSTEE'S  
 SPECIAL WARRANTY DEED  
 CC# 98-RO027535  
 D.R.D.C.T.**

**SAMUEL M. HAYDEN SURVEY  
 ABSTRACT NO. 537**

**MIDWAY PUMP STATION ADDITION,  
 LOT 1, BLOCK A  
 CC# 2009-126  
 P.R.D.C.T.**

**CITY OF LEWISVILLE  
 SPECIAL WARRANTY DEED  
 CC# 2009-35607  
 O.R.D.C.T.**

**H. YOUNG SURVEY  
 ABSTRACT NO. 1448**



**SCALE: 1"=100'**

A LEGAL DESCRIPTION ACCOMPANIES THIS PLAT.

**EXHIBIT 'B'**

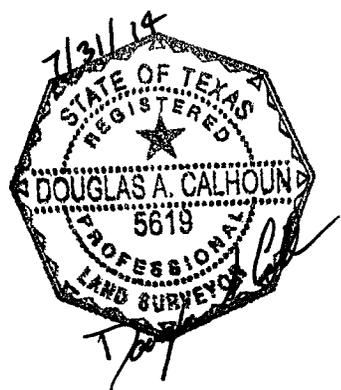
**1.044 ACRE  
 RIGHT-OF-WAY (ROW-17)**

OUT OF THE  
**SAMUEL M. HAYDEN SURVEY, ABSTRACT NO. 537  
 AND THE J.E. McWHORTER SURVEY,  
 ABSTRACT NO. 1690**  
**CITY OF LEWISVILLE  
 DENTON COUNTY, TEXAS**

**LEGEND**

- RIGHT-OF-WAY TRACT
- EXISTING PROPERTY LINE
- CONTROL MONUMENT
- FOUND IRON ROD (UNLESS NOTED OTHERWISE)
- 1/2" SET IRON ROD WITH YELLOW PLASTIC CAP STAMPED "HALFF ASSOC., INC."
- POINT FOR CORNER

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM NAD 83, NORTH CENTRAL ZONE (4202), BASED ON CITY OF LEWISVILLE MONUMENTS 13 AND 33 OBSERVED BY GPS USING WESTERN DATA SYSTEMS DALLAS/FORT WORTH AREA RTK COOPERATIVE NETWORK ON 7/22/2013, CONVERGENCE ANGLE FOR CITY OF LEWISVILLE MONUMENT 13 IS 00 DEGREES 51 MINUTES 28.46486 SECONDS, ACCORDING TO CORPSCON V6.0.1 AS PROVIDED BY THE U.S. ARMY CORPS OF ENGINEERS. COORDINATES SHOWN ARE GRID COORDINATES, DISTANCES SHOWN ARE SURFACE DISTANCES, SCALE FACTOR IS 1.00015063.



**HALFF**  
 TBPLS FIRM NO. 10029805  
 4000 FOSSIL CREEK BLVD  
 FORT WORTH, TEXAS 76137-2797  
 TEL (817) 847-1422  
 FAX (817) 232-9784

<b>RIGHT-OF-WAY</b>		
FILE: EXH17-CHPC-ROW17-3-29603.dgn		
DATE: JUNE 2014	AVO: 29603	PAGE 4 of 4

I, Douglas A. Calhoun, Registered Professional Land Surveyor, do hereby certify that this parcel was prepared from a survey made on the ground under my supervision and direction.

8/27/2014 8:05:33 AM ah1731 HALFF I:\29006\29603\CADD\Sheets\Legal Exhibits\EXH17-CHPC-ROW17-3-29603.dgn Sheet

EXHIBIT "A"  
TRACT 17  
TEMPORARY CONSTRUCTION EASEMENTS

**TCE 17a**

BEING a tract of land in the Samuel M. Hayden Survey, Abstract No. 537 in the City of Lewisville, Denton County, Texas, being a part of that tract of land described as Tract A in Special Warranty Deed to Castle Hills Property Company, as recorded in County Clerk's Document No. 2006-153339 in the Official Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING from a found PK nail with shiner for the southwest corner of said Tract A, being in the center of Midway Road (variable width right-of-way);

THENCE North 02 degrees 22 minutes 41 seconds East, along the west line of said Tract A, a distance of 31.11 feet to a 1/2-inch set iron rod with yellow plastic cap stamped "HALFF ASSOC. INC." for the POINT OF BEGINNING, being on the new north right-of-way line of Midway Road, also being the southeast corner of Hurst Industrial Park Addition, Lot 1, Block A, an addition to the City of Lewisville, Denton County, Texas, as recorded in County Clerk's Document No. 2010-30 in the Plat Records of Denton County, Texas,;

THENCE North 02 degrees 22 minutes 41 seconds East, departing said new north right-of-way line and along the common line between the west line of said Tract A and the east line of said Hurst Industrial Park Addition, Lot 1, Block A, a distance of 15.02 feet to a point for corner;

THENCE North 89 degrees 20 minutes 14 seconds East, departing said common line, a distance of 91.86 feet to a point for corner;

THENCE South 00 degrees 39 minutes 45 seconds East, a distance of 15.00 feet to a 1/2-inch set iron rod with blue plastic cap stamped "HALFF ESMT" for corner on said new north right-of-way line;

THENCE South 89 degrees 20 minutes 14 seconds West, along said new north right-of-way line, a distance of 92.65 feet to the POINT OF BEGINNING AND CONTAINING 1,384 square feet or 0.0318 acres of land, more or less.

**TCE 17b**

BEING a tract of land in the Samuel M. Hayden Survey, Abstract No. 537 in the City of Lewisville, Denton County, Texas, being a part of that tract of land described as Tract A in Special Warranty Deed to Castle Hills Property Company, as recorded in County Clerk's Document No. 2006-153339 in the Official Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING from a found PK nail with shiner for the southwest corner of said Tract A, being in the center of Midway Road (variable width right-of-way);

THENCE North 02 degrees 22 minutes 41 seconds East, along the west line of said Tract A, a distance of 31.11 feet to a 1/2-inch set iron rod with yellow plastic cap stamped "HALFF ASSOC. INC." for corner on the new north right-of-way line of Midway Road, also being the southeast corner of Hurst Industrial Park Addition, Lot 1, Block A, an addition to the City of Lewisville, Denton County, Texas, as recorded in County Clerk's Document No. 2010-30 in the Plat Records of Denton County, Texas;

THENCE North 89 degrees 20 minutes 14 seconds East, departing said west line and along said new north right-of-way line, a distance of 166.65 feet to a 1/2-inch set iron rod with blue plastic cap stamped "HALFF ESMT" (hereinafter referred to as "with blue cap") for the POINT OF BEGINNING;

THENCE North 00 degrees 39 minutes 45 seconds West, departing said new north right-of-way line, a distance of 15.00 feet to a point for corner;

THENCE North 89 degrees 20 minutes 14 seconds East, a distance of 637.37 feet to a point for corner;

THENCE South 15 degrees 39 minutes 45 seconds East, a distance of 15.53 feet to a 1/2-inch set iron rod with blue cap for corner on said new north right-of-way line;

THENCE South 89 degrees 20 minutes 14 seconds West, along said new north right-of-way line, a distance of 641.39 feet to the POINT OF BEGINNING AND CONTAINING 9,591 square feet or 0.2202 acres of land, more or less.

**TCE 17c**

BEING a tract of land in the Samuel M. Hayden Survey, Abstract No. 537 in the City of Lewisville, Denton County, Texas, being a part of that tract of land described as Tract A in Special Warranty Deed to Castle Hills Property Company, as recorded in County Clerk's Document No. 2006-153339 in the Official Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING from a found PK nail with shiner for the southwest corner of said Tract A, being in the center of Midway Road (variable width right-of-way);

THENCE North 02 degrees 22 minutes 41 seconds East, along the west line of said Tract A, a distance of 31.11 feet to a 1/2-inch set iron rod with yellow plastic cap stamped "HALFF ASSOC. INC." for corner on the new north right-of-way line of Midway Road, also being the southeast corner of Hurst Industrial Park Addition, Lot 1, Block A, an addition to the City of Lewisville, Denton County, Texas, as recorded in County Clerk's Document No. 2010-30 in the Plat Records of Denton County, Texas;

THENCE North 89 degrees 20 minutes 14 seconds East, departing said west line and along said new north right-of-way line, a distance of 872.23 feet to a 1/2-inch set iron rod with blue plastic cap stamped "HALFF ESMT" (hereinafter referred to as "with blue cap") for the POINT OF BEGINNING;

THENCE North 15 degrees 39 minutes 45 seconds West, departing said new north right-of-way line, a distance of 15.53 feet to a point for corner;

THENCE North 89 degrees 20 minutes 14 seconds East, a distance of 426.00 feet to a point for corner;

THENCE South 14 degrees 20 minutes 15 seconds West, a distance of 15.53 feet to a 1/2-inch set iron rod with blue cap for corner on said new north right-of-way line;

THENCE South 89 degrees 20 minutes 14 seconds West, along said new north right-of-way line, a distance of 417.96 feet to the POINT OF BEGINNING AND CONTAINING 6,330 square feet or 0.1453 acres of land, more or less.

**TCE 17d**

BEING a tract of land in the Samuel M. Hayden Survey, Abstract No. 537 in the City of Lewisville, Denton County, Texas, being a part of that tract of land described as Tract A in Special Warranty Deed to Castle Hills Property Company, as recorded in County Clerk's Document No. 2006-153339 in the Official Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING from a found PK nail with shiner for the southwest corner of said Tract A, being in the center of Midway Road (variable width right-of-way);

THENCE North 02 degrees 22 minutes 41 seconds East, along the west line of said Tract A, a distance of 31.11 feet to a 1/2-inch set iron rod with yellow plastic cap stamped "HALFF

ASSOC. INC." (hereinafter referred to as "with cap") for corner on the new north right-of-way line of Midway Road, also being the southeast corner of Hurst Industrial Park Addition, Lot 1, Block A, an addition to the City of Lewisville, Denton County, Texas, as recorded in County Clerk's Document No. 2010-30 in the Plat Records of Denton County, Texas;

THENCE North 89 degrees 20 minutes 14 seconds East, departing said west line and along said new north right-of-way line, a distance of 1,358.52 feet to a 1/2-inch set iron rod with blue plastic cap stamped "HALFF ESMT" for the POINT OF BEGINNING;

THENCE North 14 degrees 20 minutes 15 seconds East, departing said new north right-of-way line, a distance of 15.53 feet to a point for corner;

THENCE North 89 degrees 20 minutes 14 seconds East, a distance of 99.21 feet to the point of curvature of a circular curve to the left, having a radius of 655.00 feet, whose chord bears North 88 degrees 07 minutes 10 seconds East, a distance of 27.85 feet;

THENCE Northeasterly, along said circular curve to the left, through a central angle of 02 degrees 26 minutes 10 seconds, an arc length of 27.85 feet to a point for corner;

THENCE South 03 degrees 05 minutes 55 seconds East, a distance of 15.00 feet to a 1/2-inch found iron rod with plastic cap stamped "RPLS 5664" at the intersection of said new north right-of-way line with the existing north right-of-way line of Midway Road, being the point of curvature of a circular curve to the right, having a radius of 670.00 feet, whose chord bears South 88 degrees 07 minutes 10 seconds West, a distance of 28.48 feet;

THENCE Southeasterly, departing said existing north right-of-way line and along said new north right-of-way line, and along said circular curve to the right, through a central angle of 02 degrees 26 minutes 10 seconds, an arc length of 28.49 feet to a 1/2-inch set iron rod with cap for corner;

THENCE South 89 degrees 20 minutes 14 seconds West, continuing along said new north right-of-way line, a distance of 103.23 feet to the POINT OF BEGINNING AND CONTAINING 1,941 square feet or 0.0446 acres of land, more or less.

A plat accompanies this legal description.

1/2" FIR W/  
GEER 4117  
CAP

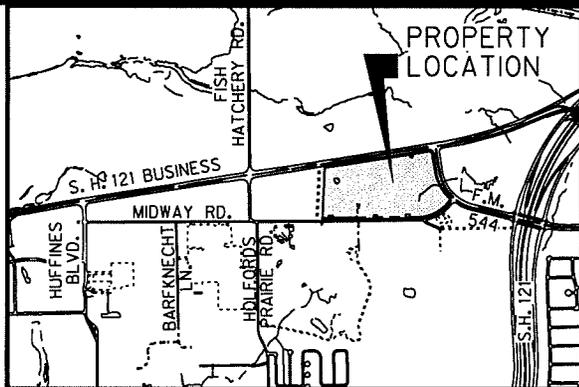
1/2" FIR

SAMUEL M. HAYDEN SURVEY  
ABSTRACT NO. 537

HURST INDUSTRIAL  
PARK ADDITION,  
LOT 1, BLOCK A  
CC# 2010-30

JOEY W. HURST  
AND WIFE  
DAPHNE HURST  
SPECIAL WARRANTY  
DEED  
(VENDOR'S LIEN  
CC# 2002-119953  
D.R.D.C.T.

CASTLE HILLS PROPERTY COMPANY  
SPECIAL WARRANTY DEED  
TRACT A  
CC# 2006-153339  
O.R.D.C.T.



LOCATION MAP  
N.T.S.



TRACT TCE-17a  
1,384 SF  
0.0318 ACRE

TRACT TCE-17b  
9,591 SF  
0.2202 ACRE

POINT OF  
BEGINNING  
TCE-17a

N89° 20' 14"E  
91.86'

DRAINAGE  
EASEMENT BY  
SEPARATE  
INSTRUMENT

L2

L3

L4

1/2" SIR  
W/CAP

92.65'

N89° 20' 14"E  
166.65'

N89° 20' 14"E 637.37'

60' R.O.W.

S89° 20' 14"W 641.39'

EXISTING  
60' R.O.W.

MIDWAY ROAD

EXISTING  
30' R.O.W.

SEE  
DETAIL "A"

POINT OF  
BEGINNING  
TCE-17b

RIGHT-OF-WAY  
TRACT BY  
SEPARATE  
INSTRUMENT  
(TYP.)

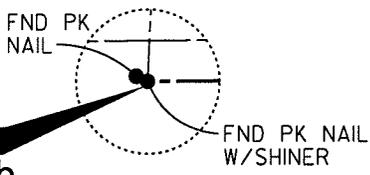
TEMPORARY  
CONSTRUCTION  
EASEMENT BY  
SEPARATE  
INSTRUMENT  
(TYP.)

DRAINAGE  
EASEMENT BY  
SEPARATE  
INSTRUMENT

DANIEL CRAWFORD AND  
DAVID ALLEN CRAWFORD  
SPECIAL WARRANTY DEED  
CC# 2012-79619  
O.R.D.C.T.

BILLY J. MYERS  
TRUSTEE'S SPECIAL  
WARRANTY DEED  
CC# 98-R0027535  
D.R.D.C.T.

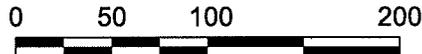
POINT OF  
COMMENCING  
TCE-17a, TCE-17b,  
TCE-17c, &  
TCE-17d



DETAIL "A"  
SCALE: 1" = 5'

DISTANCE/BEARING TABLE

L1	N02° 22' 41"E 31.11'	L3	S00° 39' 45"E 15.00'
L2	N02° 22' 41"E 15.02'	L4	N00° 39' 45"W 15.00'



SCALE: 1"=100'



A LEGAL DESCRIPTION ACCOMPANIES THIS PLAT.

EXHIBIT "B"

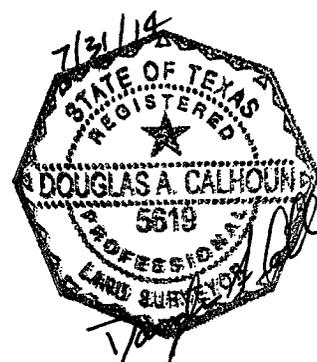
0.0318 ACRE (TCE-17a),  
0.2202 ACRE (TCE-17b),  
0.1453 ACRE (TCE-17c), &  
0.0446 ACRE (TCE-17d)  
TEMPORARY CONSTRUCTION  
EASEMENTS

OUT OF THE  
SAMUEL M. HAYDEN SURVEY, ABSTRACT NO. 537  
AND THE J.E. MCWHORTER SURVEY,  
ABSTRACT NO. 1690  
CITY OF LEWISVILLE  
DENTON COUNTY, TEXAS

LEGEND

- TEMPORARY CONSTRUCTION EASEMENT
- EXISTING PROPERTY LINE
- NEW RIGHT-OF-WAY LINE
- FIR
- PFC
- 1/2" SIR W/CAP
- 1/2" SIR W/CAP

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM NAD 83, NORTH CENTRAL ZONE (4202), BASED ON CITY OF LEWISVILLE MONUMENTS 13 AND 33 OBSERVED BY GPS USING WESTERN DATA SYSTEMS DALLAS/FORT WORTH AREA RTK COOPERATIVE NETWORK ON 7/22/2013, CONVERGENCE ANGLE FOR CITY OF LEWISVILLE MONUMENT 13 IS 00 DEGREES 51 MINUTES 28.46486 SECONDS, ACCORDING TO CORPSCON V6.0.1 AS PROVIDED BY THE U.S. ARMY CORPS OF ENGINEERS. COORDINATES SHOWN ARE GRID COORDINATES, DISTANCES SHOWN ARE SURFACE DISTANCES, SCALE FACTOR IS 1.00015063.



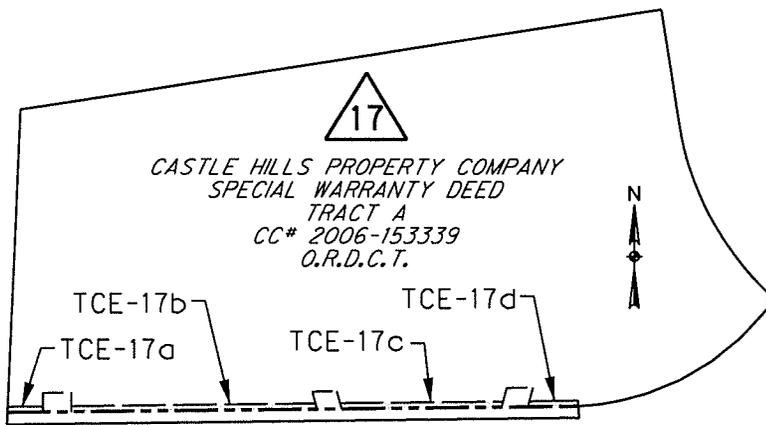
TEMPORARY CONSTRUCTION EASEMENTS

FILE: EXH17-CHPC-TCE17a&b-29603.dgn

DATE: JUNE 2014 AVO: 29603 PAGE 4 of 6

I, Douglas A. Calhoun, Registered Professional Land Surveyor, do hereby certify that this parcel was prepared from a survey made on the ground under my supervision and direction.

SW HP9040.MCN.FS.FW.plt  
L:\29603\29603\CADD\Sheets\Legal Exhibits\EXH17-CHPC-TCE17a&b-29603.dgn\_Sheet



**PARENT TRACT**

SCALE: 1"=500'

SAMUEL M. HAYDEN SURVEY  
ABSTRACT NO. 537

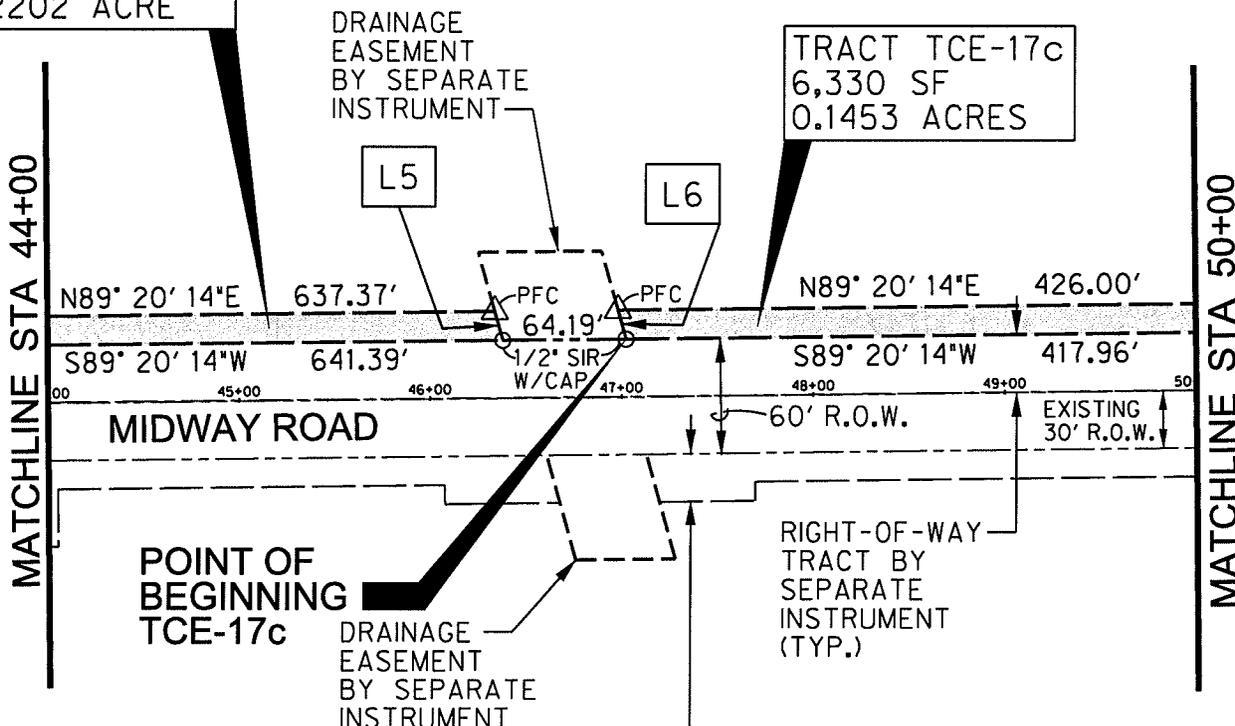


**CASTLE HILLS PROPERTY COMPANY  
SPECIAL WARRANTY DEED**

**TRACT A  
CC# 2006-153339  
O.R.D.C.T.**

TRACT TCE-17b  
9,591 SF  
0.2202 ACRE

TRACT TCE-17c  
6,330 SF  
0.1453 ACRES



**DISTANCE/BEARING TABLE**

L5	S15° 39' 45"E 15.53'
L6	N15° 39' 45"W 15.53'

BILLY J. MYERS  
TRUSTEE'S SPECIAL  
WARRANTY DEED  
CC# 98-ROO27535  
D.R.D.C.T.



SCALE: 1"=100'

A LEGAL DESCRIPTION ACCOMPANIES THIS PLAT.

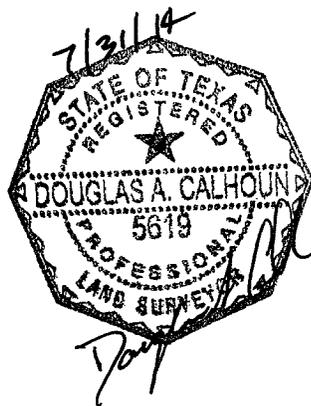
**EXHIBIT "B"**  
**0.0318 ACRE (TCE-17a),  
0.2202 ACRE (TCE-17b),  
0.1453 ACRE (TCE-17c), &  
0.0446 ACRE (TCE-17d)  
TEMPORARY CONSTRUCTION  
EASEMENTS**

OUT OF THE  
SAMUEL M. HAYDEN SURVEY, ABSTRACT NO. 537  
AND THE J.E. McWHORTER SURVEY,  
ABSTRACT NO. 1690  
CITY OF LEWISVILLE  
DENTON COUNTY, TEXAS

**LEGEND**

- TEMPORARY CONSTRUCTION EASEMENT
- EXISTING PROPERTY LINE
- NEW RIGHT-OF-WAY LINE
- FOUND IRON ROD (UNLESS NOTED OTHERWISE)
- POINT FOR A CORNER
- 1/2" SET IRON ROD W/ BLUE PLASTIC CAP STAMPED "HALFF ESMT"

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM NAD 83, NORTH CENTRAL ZONE (4202), BASED ON CITY OF LEWISVILLE MONUMENTS 13 AND 33 OBSERVED BY OPS USING WESTERN DATA SYSTEMS DALLAS/FORT WORTH AREA RTK COOPERATIVE NETWORK ON 7/22/2013, CONVERGENCE ANGLE FOR CITY OF LEWISVILLE MONUMENT 13 IS 00 DEGREES 51 MINUTES 28.46486 SECONDS, ACCORDING TO CORPSCON V6.0.1 AS PROVIDED BY THE U.S. ARMY CORPS OF ENGINEERS. COORDINATES SHOWN ARE GRID COORDINATES, DISTANCES SHOWN ARE SURFACE DISTANCES, SCALE FACTOR IS 1.00015063.



**TEMPORARY CONSTRUCTION EASEMENTS**

FILE: EXH17-CHPC-TCE17b&c-29603.dgn

DATE: JUNE 2014

AVO: 29603

PAGE 5 of 6

8/27/2014 8:06:31 AM ah1731 HALFF I:\29603\29603\CADD\Sheets\Legal\Exhibit\EXH17-CHPC-TCE17b&c-29603.dgn Sheet

**DISTANCE/BEARING TABLE**

L7	S89° 20' 14"W 417.96'	L11	N14° 20' 15"E 15.53'
L8	N89° 20' 14"E 426.00'	L12	N89° 20' 14"E 99.21'
L9	S14° 20' 15"W 15.53'	L13	S03° 05' 55"E 15.00'
L10	N89° 20' 14"E 68.33'	L14	S89° 20' 14"W 103.23'

**CASTLE HILLS PROPERTY COMPANY  
SPECIAL WARRANTY DEED  
TRACT A  
CC# 2006-153339  
O.R.D.C.T.**

FM 544

J. E. McWHORTER  
SURVEY  
ABSTRACT  
NO. 1690

**TRACT TCE-17d  
1,941 SF  
0.0446 ACRES**

DRAINAGE EASEMENT BY  
SEPARATE INSTRUMENT

**TRACT TCE-17c  
6,330 SF  
0.1453 ACRES**

RIGHT-OF-WAY  
TRACT BY  
SEPARATE  
INSTRUMENT  
(TYP.)

B.B.B. & C. RR. SURVEY  
ABSTRACT NO. 180

20' SAN. SEWER  
EASEMENT  
CC# 00-RO015296

1/2" FIR  
W/RPLS  
5664 CAP

1/2" FIR  
W/RPLS  
5664 CAP

**MIDWAY  
ROAD**

FIRE STATION NO.6  
CAB. R. PG. 250  
CC# 00-RO015296  
P.R.D.C.T.

CITY OF LEWISVILLE  
SPECIAL WARRANTY  
DEED  
CC# 99-96797  
D.R.D.C.T.

VARIABLE WIDTH  
ACCESS ESMT.  
CC# 2009-126

15' ELEC. ESMT.  
CC# 2009-126

POINT OF  
BEGINNING  
TCE-17d

BILLY J. MYERS  
TRUSTEE'S  
SPECIAL  
WARRANTY DEED  
CC# 98-RO027535  
D.R.D.C.T.

SAMUEL M. HAYDEN  
SURVEY  
ABSTRACT NO. 537

MIDWAY PUMP  
STATION ADDITION,  
LOT 1, BLOCK A  
CC# 2009-126  
P.R.D.C.T.

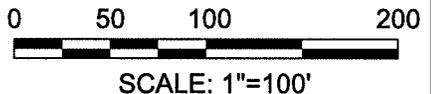
H. YOUNG SURVEY  
ABSTRACT NO. 1448

CITY OF LEWISVILLE  
SPECIAL WARRANTY DEED  
CC# 2009-35607  
O.R.D.C.T.

**CURVE DATA TABLE**

C1	Δ=02° 26' 10"	C2	Δ=02° 26' 10"
	R=655.00'		R=670.00'
	T=13.93'		T=14.25'
	L=27.85'		L=28.49'
	CB=N88° 07' 10"E		CB=S88° 07' 10"W
CD=27.85'	CD=28.48'		

A LEGAL DESCRIPTION ACCOMPANIES THIS PLAT.



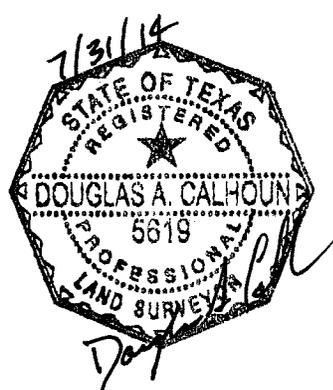
**EXHIBIT "B"**  
0.0318 ACRE (TCE-17a),  
0.2202 ACRE (TCE-17b),  
0.1453 ACRE (TCE-17c), &  
0.0446 ACRE (TCE-17d)  
**TEMPORARY CONSTRUCTION  
EASEMENTS**

OUT OF THE  
SAMUEL M. HAYDEN SURVEY, ABSTRACT NO. 537  
AND THE J.E. McWHORTER SURVEY,  
ABSTRACT NO. 1690  
CITY OF LEWISVILLE  
DENTON COUNTY, TEXAS

**LEGEND**

- TEMPORARY CONSTRUCTION EASEMENT
- EXISTING PROPERTY LINE
- NEW RIGHT-OF-WAY LINE
- FOUND IRON ROD (UNLESS NOTED OTHERWISE)
- POINT FOR A CORNER
- 1/2" SET IRON ROD W/YELLOW PLASTIC CAP STAMPED "HALFF ASSOC. INC."
- 1/2" SET IRON ROD W/BLUE PLASTIC CAP STAMPED "HALFF ESMT"

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM NAD 83, NORTH CENTRAL ZONE (4202), BASED ON CITY OF LEWISVILLE MONUMENTS 13 AND 33 OBSERVED BY GPS USING WESTERN DATA SYSTEMS DALLAS/FORT WORTH AREA RTK COOPERATIVE NETWORK ON 7/22/2013, CONVERGENCE ANGLE FOR CITY OF LEWISVILLE MONUMENT 13 IS 00 DEGREES 51 MINUTES 28.46486 SECONDS, ACCORDING TO CORPSCON V6.0.1 AS PROVIDED BY THE U.S. ARMY CORPS OF ENGINEERS. COORDINATES SHOWN ARE GRID COORDINATES, DISTANCES SHOWN ARE SURFACE DISTANCES, SCALE FACTOR IS 1.00015063.



**HALFF**  
TBPLS FIRM NO. 10029805  
4000 FOSSIL CREEK BLVD  
FORT WORTH, TEXAS 76137-2797  
TEL (817) 847-1422  
FAX (817) 232-8784

TEMPORARY CONSTRUCTION EASEMENT		
FILE: EXH17-CHPC-TCE17c&d-29603.dgn		
DATE: JUNE 2014	AVO: 29603	PAGE 6 of 6

I, Douglas A. Calhoun, Registered Professional Land Surveyor, do hereby certify that this parcel was prepared from a survey made on the ground under my supervision and direction.

8/27/2014 8:06:54 AM ah1731 HALFF I:\29000\29603\CADD\Sheets\Legal Exhibits\EXH17-CHPC-TCE17c&d-29603.dgn - Sheet

EXHIBIT "A"  
TRACT 18  
DRAINAGE EASEMENTS

**DRAINAGE EASEMENT 18a**

BEING a tract of land in the Samuel M. Hayden Survey, Abstract No. 537 in the City of Lewisville, Denton County, Texas, being a part of that tract of land described as in Trustee's Special Warranty Deed to Billy J. Myers, as recorded in County Clerk's Document No. 98-R0027535 in the Deed Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch found iron rod with plastic cap stamped "B H & C" for the common northeast corner of said Myers tract and the northwest corner of Lot 1, Block A, Midway Pump Station Addition, an addition to the City of Lewisville, Denton County, Texas, as recorded in County Clerk's Document No. 2009-126 in the Plat Records of Denton County, Texas, being on the south right-of-way line of Midway Road (60 foot wide right-of-way at this point);

THENCE South 00 degrees 28 minutes 21 seconds East, departing said south right-of-way line and along the common line between the east line of said Myers tract and the west line of said Lot 1, Block A, a distance of 57.95 feet to a 1/2-inch set iron rod with blue plastic cap stamped "HALFF ESMT" (hereinafter referred to as "with blue cap") for corner;

THENCE South 89 degrees 17 minutes 20 seconds West, departing said common line, a distance of 73.80 feet to a 1/2-inch set iron rod with blue cap for corner;

THENCE North 14 degrees 20 minutes 15 seconds East, a distance of 60.01 feet to a 1/2-inch set iron rod with blue cap for corner on said south right-of-way line;

THENCE North 89 degrees 17 minutes 29 seconds East, along the common line between the north line of said Myers tract and said south right-of-way line, a distance of 58.46 feet to the POINT OF BEGINNING AND CONTAINING 3,832 square feet or 0.0880 acres of land, more or less.

**DRAINAGE EASEMENT 18b**

BEING a tract of land in the Samuel M. Hayden Survey, Abstract No. 537 in the City of Lewisville, Denton County, Texas, being a part of that tract of land described as in Trustee's Special Warranty Deed to Billy J. Myers, as recorded in County Clerk's Document No. 98-R0027535 in the Deed Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2-inch found iron rod with plastic cap stamped "B H & C" for the common northeast corner of said Myers tract and the northwest corner of Lot 1, Block A, Midway Pump Station Addition, an addition to the City of Lewisville, Denton County, Texas, as recorded in County Clerk's Document No. 2009-126 in the Plat Records of Denton County, Texas, being on the south right-of-way line of Midway Road (60 foot wide right-of-way at this point);

THENCE South 89 degrees 17 minutes 29 seconds West, along the common line between the north line of said Myers tract and said south right-of-way line, a distance of 453.48 feet to a 1/2-inch set iron rod with blue plastic cap stamped "HALFF ESMT" (hereinafter referred to as "with blue cap") for the POINT OF BEGINNING;

THENCE South 15 degrees 39 minutes 45 seconds East, departing said common line, a distance of 56.90 feet to a 1/2-inch set iron rod with blue cap for corner;

THENCE South 89 degrees 17 minutes 20 seconds West, a distance of 51.75 feet to a 1/2-inch set iron rod with blue cap for corner;

THENCE North 15 degrees 39 minutes 45 seconds West, a distance of 56.90 feet to a 1/2-inch set iron rod with blue cap for corner on said common line;

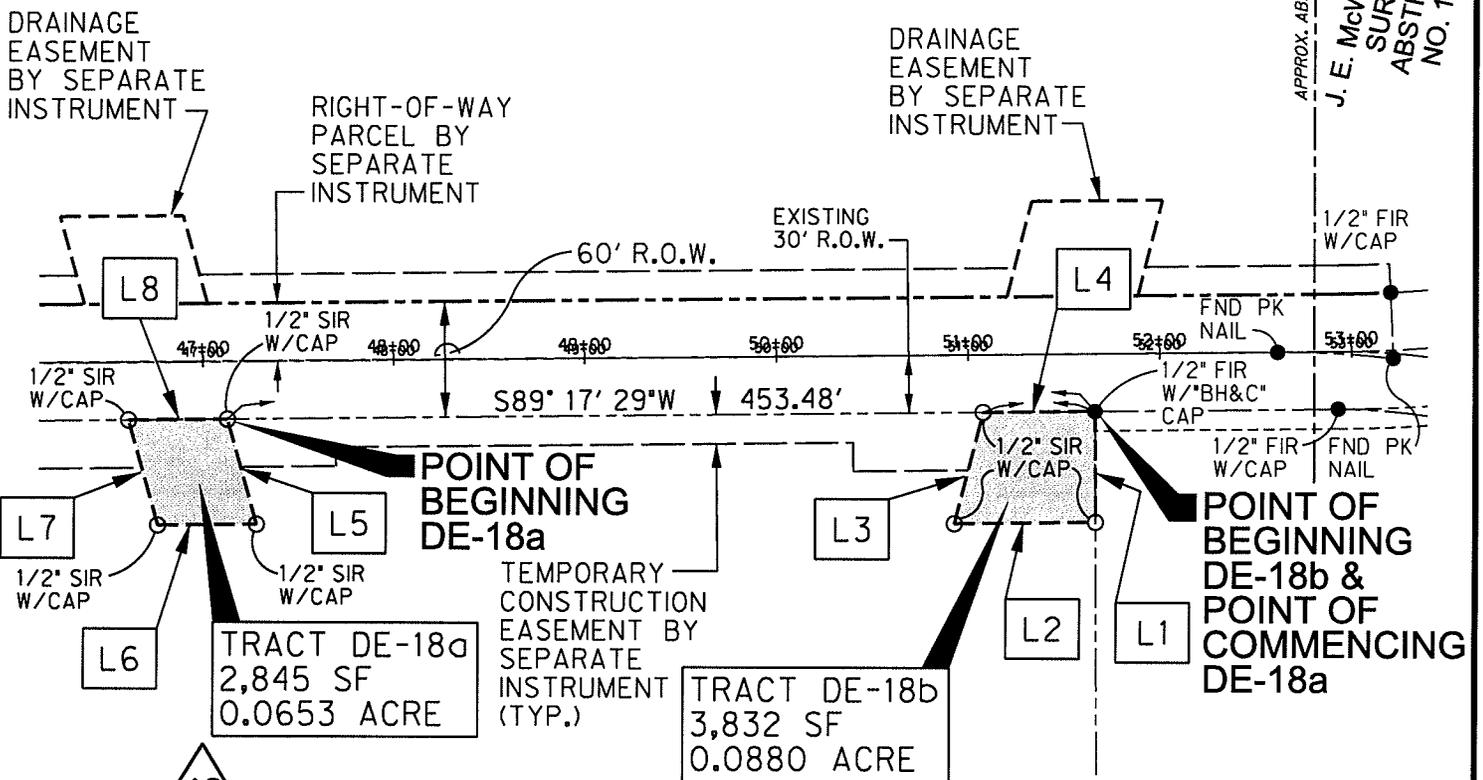
THENCE North 89 degrees 17 minutes 29 seconds East, along said common line, a distance of 51.75 feet to the POINT OF BEGINNING AND CONTAINING 2,845 square feet or 0.0653 acres of land, more or less.

A plat accompanies this legal description.

SAMUEL M. HAYDEN  
SURVEY  
ABSTRACT NO. 537

CASTLE HILLS  
PROPERTY COMPANY  
SPECIAL WARRANTY DEED  
TRACT A  
CC# 2006-153339  
O.R.D.C.T.

APPROX. ABSTRACT LINE  
J. E. McWHORTER  
SURVEY  
ABSTRACT  
NO. 1690



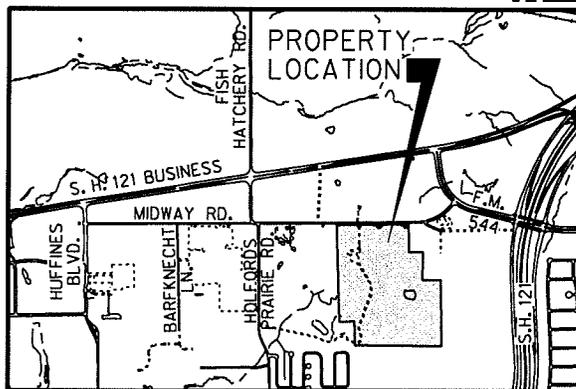
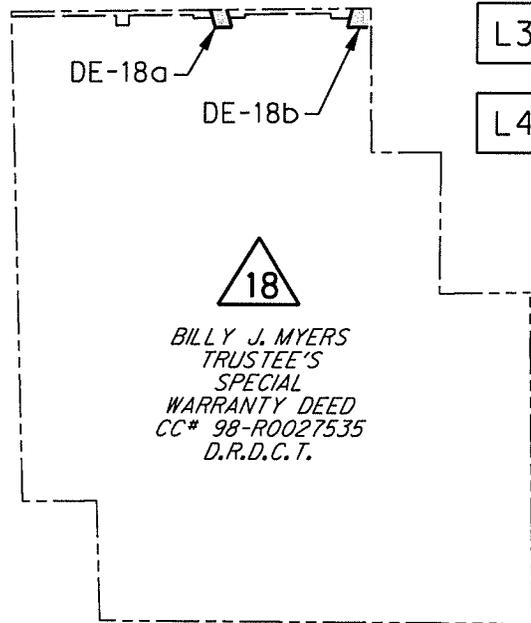
**18**  
BILLY J. MYERS  
TRUSTEE'S  
SPECIAL  
WARRANTY DEED  
CC# 98-R0027535  
D.R.D.C.T.

**DISTANCE/BEARING TABLE**

L1	S00° 28' 21"E 57.95'	L5	S15° 39' 45"E 56.90'
L2	S89° 17' 20"W 73.80'	L6	S89° 17' 20"W 51.75'
L3	N14° 20' 15"E 60.01'	L7	N15° 39' 45"W 56.90'
L4	N89° 17' 29"E 58.46'	L8	N89° 17' 29"E 51.75'

MIDWAY PUMP  
STATION ADDITION,  
LOT 1, BLOCK A  
CC# 2009-126  
P.R.D.C.T.

CITY OF LEWISVILLE  
SPECIAL WARRANTY DEED  
CC# 2009-35607  
O.R.D.C.T.



PARENT TRACT  
SCALE: 1"=600'

LOCATION MAP  
N.T.S.

0 50 100 200

SCALE: 1"=100'

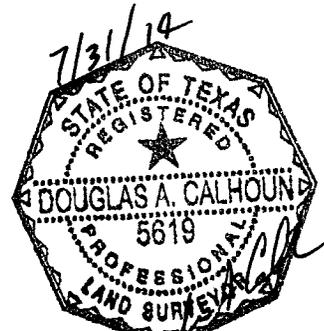
A LEGAL DESCRIPTION ACCOMPANIES THIS PLAT.

**EXHIBIT "B"**  
**0.0653 ACRE DRAINAGE  
EASEMENT DE-18a, &  
0.0880 ACRE DRAINAGE  
EASEMENT DE-18b**

OUT OF THE  
SAMUEL M. HAYDEN SURVEY  
ABSTRACT NO. 537  
CITY OF LEWISVILLE  
DENTON COUNTY, TEXAS

- LEGEND**
- DRAINAGE EASEMENT
  - EXISTING PROPERTY LINE
  - NEW RIGHT-OF-WAY LINE
  - FIR
  - 1/2" SIR
  - 1/2" SIR W/CAP
  - 1/2" SET IRON ROD W/ YELLOW PLASTIC CAP (UNLESS NOTED OTHERWISE)
  - 1/2" SET IRON ROD W/ BLUE PLASTIC CAP STAMPED "HALFF ASSOC. INC."
  - 1/2" SET IRON ROD W/ BLUE PLASTIC CAP STAMPED "HALFF ESMT"

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM NAD 83, NORTH CENTRAL ZONE (4202), BASED ON CITY OF LEWISVILLE MONUMENTS 13 AND 33 OBSERVED BY GPS USING WESTERN DATA SYSTEMS DALLAS/FORT WORTH AREA RTK COOPERATIVE NETWORK ON 7/22/2013, CONVERGENCE ANGLE FOR CITY OF LEWISVILLE MONUMENT 13 IS 00 DEGREES 51 MINUTES 28.46486 SECONDS, ACCORDING TO CORPSCON V6.0.1 AS PROVIDED BY THE U.S. ARMY CORPS OF ENGINEERS. COORDINATES SHOWN ARE GRID COORDINATES, DISTANCES SHOWN ARE SURFACE DISTANCES, SCALE FACTOR IS 1.00015063.



TBPLS FIRM NO. 10028605  
4000 FOSSIL CREEK BLVD  
FORT WORTH, TEXAS 76137-2797  
TEL (817) 847-1422  
FAX (817) 232-9784

DRAINAGE EASEMENT PARCELS

FILE: EXH18-MYERS-DE18a&b-29603.dgn

DATE: JUNE 2014

AVO: 29603

PAGE 3 of 3

I, Douglas A. Calhoun, Registered Professional Land Surveyor, do hereby certify that this parcel was prepared from a survey made on the ground under my supervision and direction.

SW HP9040 MON FS FW.plt  
I:\29000a\29603\CADD\Sheets\Legal Exhibits\EXH18-MYERS-DE18a&b-29603.dgn Sheet

EXHIBIT "A"  
TRACT 18  
TEMPORARY CONSTRUCTION EASEMENTS

**TCE-18a**

BEING a tract of land in the Samuel M. Hayden Survey, Abstract No. 537 in the City of Lewisville, Denton County, Texas, being a part of that tract of land described as in Trustee's Special Warranty Deed to Billy J. Myers, as recorded in County Clerk's Document No. 98-R0027535 in the Deed Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2-inch found iron rod with plastic cap stamped "B H & C" for the common northeast corner of said Myers tract and the northwest corner of Lot 1, Block A, Midway Pump Station Addition, an addition to the City of Lewisville, Denton County, Texas, as recorded in County Clerk's Document No. 2009-126 in the Plat Records of Denton County, Texas, being on the south right-of-way line of Midway Road (60 foot right-of-way);

THENCE South 89 degrees 17 minutes 29 seconds West, along the common line between the north line of said Myers tract and said south right-of-way line, a distance of 505.24 feet to a 1/2-inch set iron rod with blue plastic cap stamped "HALFF ESMT" for the POINT OF BEGINNING;

THENCE South 15 degrees 39 minutes 45 seconds East, departing said common line, a distance of 25.88 feet to a point for corner;

THENCE South 89 degrees 17 minutes 29 seconds West, a distance of 60.00 feet to a point for corner;

THENCE North 00 degrees 42 minutes 31 seconds West, a distance of 10.00 feet to a point for corner;

THENCE South 89 degrees 17 minutes 29 seconds West, a distance of 202.81 feet to a point for corner;

THENCE South 00 degrees 42 minutes 40 seconds East, a distance of 30.00 feet to a point for corner;

THENCE South 89 degrees 17 minutes 29 seconds West, a distance of 40.00 feet to a point for corner;

THENCE North 00 degrees 42 minutes 40 seconds West, a distance of 30.00 feet to a point for corner;

THENCE South 89 degrees 17 minutes 29 seconds West, a distance of 327.57 feet to a point for corner on the common line between the east line of said Myers tract and the west line of that tract of land described in Special Warranty Deed to Daniel Crawford and David Allen Crawford, as recorded in County Clerk's Document No. 2012-79619 in the Official Records of Denton County, Texas;

THENCE North 01 degree 36 minutes 43 seconds West, along said common line, a distance of 15.00 feet to a 1/2-inch set iron rod with yellow plastic cap stamped "HALFF ASSOC. INC." for the common northwest corner of said Myer's tract and the northeast corner of said Crawford tract, being on said south right-of-way line;

THENCE North 89 degrees 17 minutes 29 seconds East, departing said common line and along the common line between the north line of said Myers tract and said south right-of-way line, a distance of 623.94 feet to the POINT OF BEGINNING AND CONTAINING 11,174 square feet or 0.2565 acres of land, more or less.

**TCE-18b**

BEING a tract of land in the Samuel M. Hayden Survey, Abstract No. 537 in the City of Lewisville, Denton County, Texas, being a part of that tract of land described as in Trustee's Special Warranty Deed to Billy J. Myers, as recorded in County Clerk's Document No. 98-R0027535 in the Deed Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2-inch found iron rod with plastic cap stamped "B H & C" for the common northeast corner of said Myers tract and the northwest corner of Lot 1, Block A, Midway Pump Station Addition, an addition to the City of Lewisville, Denton County, Texas, as recorded in County Clerk's Document No. 2009-126 in the Plat Records of Denton County, Texas, being on the south right-of-way line of Midway Road (60 foot wide right-of-way);

THENCE South 89 degrees 17 minutes 29 seconds West, along the common line between the north line of said Myers tract and said south right-of-way line, a distance of 58.46 feet to a 1/2-inch set iron rod with blue plastic cap stamped "HALFF ESMT" (hereinafter referred to as "with blue cap") for the POINT OF BEGINNING;

THENCE South 14 degrees 20 minutes 15 seconds West, departing said common line, a distance of 31.07 feet to a point for corner;

THENCE South 89 degrees 17 minutes 29 seconds West, a distance of 60.00 feet to a point for corner;

THENCE North 00 degrees 42 minutes 31 seconds West, a distance of 15.00 feet to a point for corner;

THENCE South 89 degrees 17 minutes 29 seconds West, a distance of 270.28 feet to a point for corner;

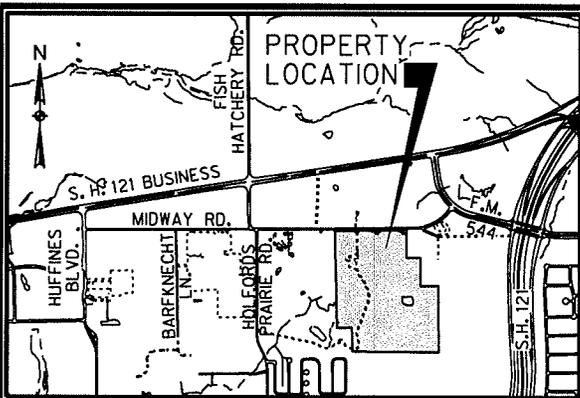
THENCE South 00 degrees 42 minutes 31 seconds East, a distance of 10.00 feet to a point for corner;

THENCE South 89 degrees 17 minutes 29 seconds West, a distance of 50.00 feet to a point for corner;

THENCE North 15 degrees 39 minutes 45 seconds West, a distance of 25.88 feet to a 1/2-inch set iron rod with blue cap for corner on said common line;

THENCE North 89 degrees 17 minutes 29 seconds East, along said common line, a distance of 395.02 feet to the POINT OF BEGINNING AND CONTAINING 7,309 square feet or 0.1678 acres of land, more or less.

A plat accompanies this legal description.



LOCATION MAP  
N.T.S.

SAMUEL M. HAYDEN SURVEY  
ABSTRACT NO. 537



**BILLY J. MYERS  
TRUSTEE'S  
SPECIAL  
WARRANTY DEED  
CC# 98-R0027535  
D.R.D.C.T.**

TRACT TCE-18b  
7,309 SF  
0.1678 ACRE

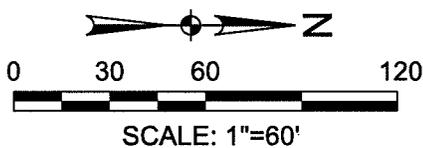
**DISTANCE/BEARING TABLE**

L1	S89° 17' 29"W 58.46'
L2	S14° 20' 15"W 31.07'
L3	N15° 39' 45"W 25.88'
L4	S15° 39' 45"E 25.88'
L5	N00° 42' 31"W 10.00'
L6	N89° 17' 29"E 623.94'

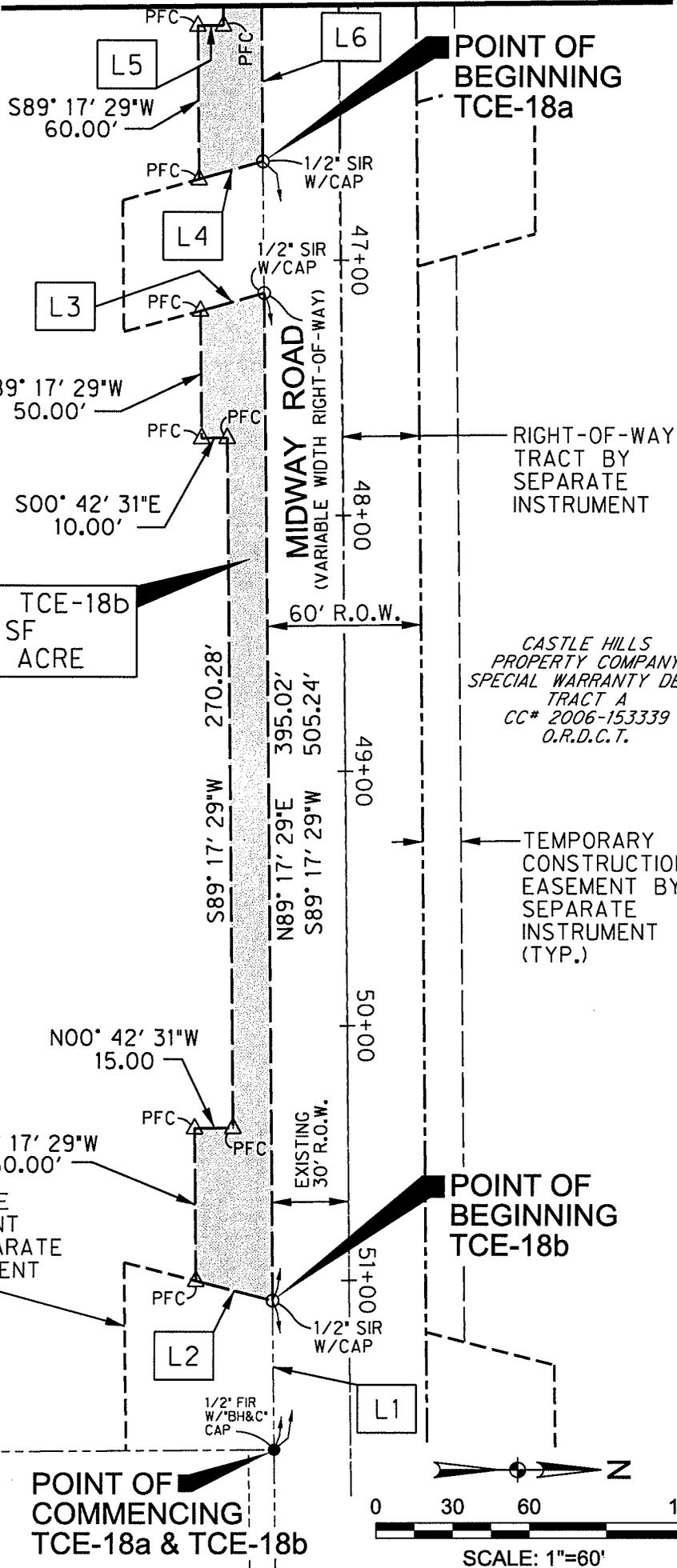
MIDWAY PUMP  
STATION ADDITION,  
LOT 1, BLOCK A  
CC# 2009-126  
P.R.D.C.T.

CITY OF LEWISVILLE  
SPECIAL WARRANTY DEED  
CC# 2009-35607  
O.R.D.C.T.

POINT OF  
COMMENCING  
TCE-18a & TCE-18b



MATCH LINE STA 46+00



POINT OF  
BEGINNING  
TCE-18a

RIGHT-OF-WAY  
TRACT BY  
SEPARATE  
INSTRUMENT

CASTLE HILLS  
PROPERTY COMPANY  
SPECIAL WARRANTY DEED  
TRACT A  
CC# 2006-153339  
O.R.D.C.T.

TEMPORARY  
CONSTRUCTION  
EASEMENT BY  
SEPARATE  
INSTRUMENT  
(TYP.)

POINT OF  
BEGINNING  
TCE-18b

A LEGAL DESCRIPTION ACCOMPANIES THIS PLAT.

**EXHIBIT 'B'**

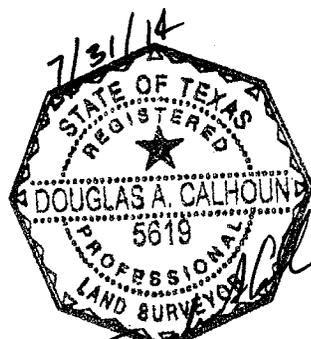
**0.1678 ACRE TCE-18a &  
0.2565 ACRE TCE-18b  
TEMPORARY CONSTRUCTION  
EASEMENT**

OUT OF THE  
**SAMUEL M. HAYDEN SURVEY  
ABSTRACT NO. 537**  
CITY OF LEWISVILLE  
DENTON COUNTY, TEXAS

**LEGEND**

- TEMPORARY CONSTRUCTION EASEMENT
- EXISTING PROPERTY LINE
- NEW RIGHT-OF-WAY LINE
- FOUND IRON ROD (UNLESS NOTED OTHERWISE)
- POINT FOR A CORNER
- 1/2" SET IRON ROD W/ BLUE PLASTIC CAP STAMPED "HALFF ESMT"

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM NAD 83, NORTH CENTRAL ZONE (4202), BASED ON CITY OF LEWISVILLE MONUMENTS 13 AND 33 OBSERVED BY GPS USING WESTERN DATA SYSTEMS DALLAS/FORT WORTH AREA RTK COOPERATIVE NETWORK ON 7/22/2013, CONVERGENCE ANGLE FOR CITY OF LEWISVILLE MONUMENT 13 IS 00 DEGREES 51 MINUTES 28.46486 SECONDS, ACCORDING TO CORPSCON V6.0.1 AS PROVIDED BY THE U.S. ARMY CORPS OF ENGINEERS. COORDINATES SHOWN ARE GRID COORDINATES, DISTANCES SHOWN ARE SURFACE DISTANCES, SCALE FACTOR IS 1.00015063.



**TEMPORARY CONSTRUCTION EASEMENTS**

FILE: EXH18-MYERS-TCE18-1-29603.dgn

DATE: JUNE 2014

AVO: 29603

PAGE 3 of 4

I, Douglas A. Calhoun, Registered Professional Land Surveyor, do hereby certify that this parcel was prepared from a survey made on the ground under my supervision and direction.



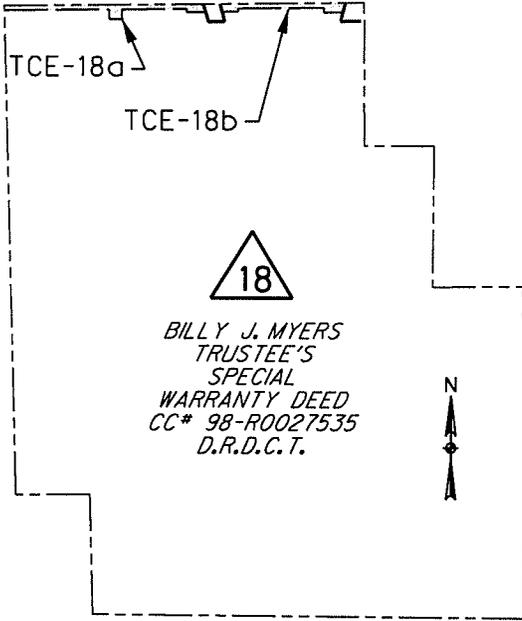
HALFF  
TBPLS FIRM NO. 10029805  
4000 FOSSIL CREEK BLVD  
FORT WORTH, TEXAS 76137-2797  
TEL (817) 847-1422  
FAX (817) 232-0784

DANIEL CRAWFORD AND  
DAVID ALLEN CRAWFORD  
SPECIAL WARRANTY DEED  
CC# 2012-79619  
O.R.D.C.T.

DRAINAGE  
EASEMENT  
BY SEPARATE  
INSTRUMENT

N01° 36' 43"W  
15.00'

1/2" SIR  
W/CAP



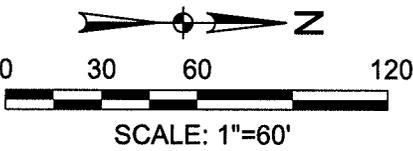
**18**  
BILLY J. MYERS  
TRUSTEE'S  
SPECIAL  
WARRANTY DEED  
CC# 98-R0027535  
D.R.D.C.T.

PARENT TRACT  
SCALE: 1"=600'

TRACT TCE-18a  
11,174 SF  
0.2565 ACRES

**18**  
BILLY J. MYERS  
TRUSTEE'S  
SPECIAL  
WARRANTY DEED  
CC# 98-R0027535  
D.R.D.C.T.

SAMUEL M. HAYDEN SURVEY  
ABSTRACT NO. 537



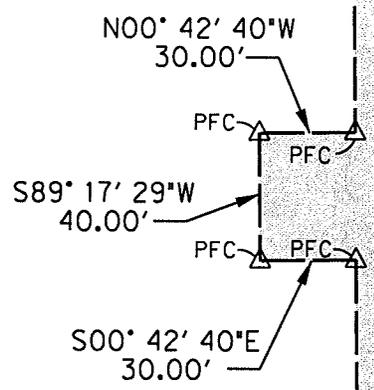
A LEGAL DESCRIPTION ACCOMPANIES THIS PLAT.

MIDWAY ROAD  
(VARIABLE WIDTH RIGHT-OF-WAY)

RIGHT-OF-WAY  
PARCEL BY  
SEPARATE  
INSTRUMENT

CASTLE HILLS  
PROPERTY COMPANY  
SPECIAL WARRANTY DEED  
TRACT A  
CC# 2006-153339  
O.R.D.C.T.

TEMPORARY  
CONSTRUCTION  
EASEMENT BY  
SEPARATE  
INSTRUMENT  
(TYP.)



41+00  
42+00  
43+00  
44+00  
45+00  
46+00

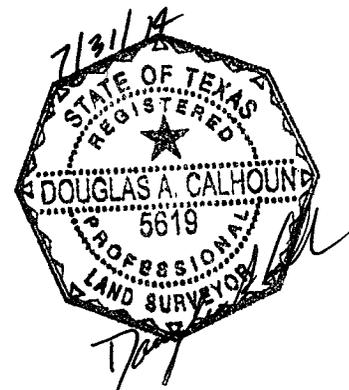
MATCH LINE STA 46+00

**EXHIBIT "B"**  
**0.1678 ACRE TCE-18a &  
0.2565 ACRE TCE-18b  
TEMPORARY CONSTRUCTION  
EASEMENT**

OUT OF THE  
SAMUEL M. HAYDEN SURVEY  
ABSTRACT NO. 537  
CITY OF LEWISVILLE  
DENTON COUNTY, TEXAS

- LEGEND**
- TEMPORARY CONSTRUCTION EASEMENT
  - EXISTING PROPERTY LINE
  - NEW RIGHT-OF-WAY LINE
  - FIR ● FOUND IRON ROD (UNLESS NOTED OTHERWISE)
  - PFC ▲ POINT FOR A CORNER
  - 1/2" SIR W/CAP ● 1/2" SET IRON ROD W/YELLOW PLASTIC CAP STAMPED "HALFF ASSOC. INC."

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM NAD 83, NORTH CENTRAL ZONE (4202) BASED ON CITY OF LEWISVILLE MONUMENTS 13 AND 33 OBSERVED BY GPS USING WESTERN DATA SYSTEMS DALLAS/FORT WORTH AREA RTK COOPERATIVE NETWORK ON 7/22/2013, CONVERGENCE ANGLE FOR CITY OF LEWISVILLE MONUMENT 13 IS 00 DEGREES 51 MINUTES 28.46486 SECONDS, ACCORDING TO CORPSCON V6.0.1 AS PROVIDED BY THE U.S. ARMY CORPS OF ENGINEERS. COORDINATES SHOWN ARE GRID COORDINATES, DISTANCES SHOWN ARE SURFACE DISTANCES, SCALE FACTOR IS 1.00015063.



TEMPORARY CONSTRUCTION EASEMENTS		
FILE: EXH18-MYERS-TCE18-2-29603.dgn		
DATE: JUNE 2014	AVO: 29603	PAGE 4 of 4

I, Douglas A. Calhoun, Registered Professional Land Surveyor, do hereby certify that this parcel was prepared from a survey made on the ground under my supervision and direction.

8/27/2014 8:07:58 AM ah1731 HALFF I:\29600a\29603\CADD\Sheets\Legal\Exhibits\EXH18-MYERS-TCE18-2-29603.dgn Sheet

**MEMORANDUM**

**TO:** Donna Barron, City Manager

**FROM:** David Salmon, P.E., City Engineer & Lizbeth Plaster, City Attorney

**VIA:** Eric Ferris, Assistant City Manager

**DATE:** August 15, 2016

**SUBJECT:** **Consider and Act upon Adoption of a Resolution Authorizing the Acquisition of Easements for the Construction, Access, and Maintenance of the Midway Branch Sanitary Sewer Force Main from a future Midway Lift Station Site across from 527 Holfords Prairie Rd to the north Right-of-Way of S.H. 121 and to Undertake all Associated Utility Improvements (The “Project”); Authorizing the Appointment of an Appraiser and Negotiator as Necessary; Authorizing the City Manager (or Her Designee) to Establish Just Compensation for the Easement Rights to be Acquired; Authorizing the City Manager (or Her Designee) to take Steps Necessary to Acquire the Needed Easement Rights in Compliance with all Applicable Laws and Resolutions; and Authorizing the City Attorney (or Her Designee) to Institute Condemnation Proceedings to Acquire the Easements if Purchase Negotiations are not Successful; Providing for Repealing, Savings, and Severability Clauses; and Providing for an Effective Date.**

**BACKGROUND**

In order to construct, access and maintain the Project, easements need to be acquired from parcel owners. The acquisition from the following owners is required, whether by donation, friendly purchase, or eminent domain:

**Midway Branch FM Parcels**

<b>Parcel No</b>	<b>Owner</b>	<b>*SSE, TCE</b>
1	Raymond Myers	SSE and TCE
2	Lewisville I.S.D.	TCE

\*SSE = Sanitary Sewer Easement, TCE = Temporary Construction Easement

Subject: Midway Branch Forcemain Easement Acquisition  
August 15, 2016  
Page 2

### **ANALYSIS**

Property appraisals were requested and obtained for use in the easement acquisition needed for this project. Staff has met with the property owners: (1) to inform them of the pending improvements and (2) provide a copy of the appraisal report. Staff will make offers for purchase based on the property appraisals and will negotiate a reasonable and fair purchase price. Prior to the easement acquisition, the City Attorney has prepared this Resolution to properly authorize the purchase or use the power of eminent domain to acquire the required easements.

### **RECOMMENDATION**

That the City Council consider and adopt the Resolution as set forth in the caption above by using the following motion, which is prescribed by Texas Government Code Section 2206.053 (e):

### **FORM OF THE MOTION TO ADOPT THE RESOLUTION**

“I move that the City of Lewisville, Texas adopt the Resolution described in Agenda No. 15 and authorize the use of the power of eminent domain to acquire for public use the easement described and depicted in Attachment 1 attached to the Resolution, said description and depiction being incorporated into this motion for all purposes, for the construction, access, and maintenance of the Midway Branch Forcemain and other associated utility improvements.”

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, AUTHORIZING THE ACQUISITION OF EASEMENTS FOR THE CONSTRUCTION, ACCESS AND MAINTENANCE OF MIDWAY BRANCH SANITARY SEWER FORCEMAIN FROM A FUTURE MIDWAY LIFTSTATION SITE ACROSS FROM 527 HOLFORDS PRAIRIE ROAD TO THE NORTH RIGHT-OF-WAY OF S.H. 121 AND TO UNDERTAKE ALL ASSOCIATED UTILITY IMPROVEMENTS (THE "PROJECT"); DETERMINING THE PUBLIC NECESSITY OF SUCH ACQUISITION; AUTHORIZING THE APPOINTMENT OF AN APPRAISER AND NEGOTIATOR AS NECESSARY; AUTHORIZING THE CITY MANAGER (OR HER DESIGNEE) TO ESTABLISH JUST COMPENSATION FOR THE EASEMENT RIGHTS TO BE ACQUIRED; AUTHORIZING THE CITY MANAGER (OR HER DESIGNEE) TO TAKE ALL STEPS NECESSARY TO ACQUIRE THE NEEDED EASEMENT RIGHTS IN COMPLIANCE WITH ALL APPLICABLE LAWS AND RESOLUTIONS; AND AUTHORIZING THE CITY ATTORNEY (OR HER DESIGNEE) TO INSTITUTE CONDEMNATION PROCEEDINGS TO ACQUIRE THE EASEMENTS IF PURCHASE NEGOTIATIONS ARE NOT SUCCESSFUL; PROVIDING FOR REPEALING, SAVINGS, AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council desires that the City Manager and/or her designee (the "City Manager"), take all necessary steps to acquire easements on the property described in and depicted on Attachment 1 attached hereto and incorporated herein for all purposes (the "Property"); and

**WHEREAS**, the City Council desires that the City Attorney and/or her designee (the "City Attorney") assist the City Manager in negotiating the purchase of the easements and, if unsuccessful in purchasing the needed easements, to institute condemnation proceedings to acquire said easements.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS:**

**SECTION 1: Findings Incorporated.** The findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.

**SECTION 2: Finding of public use and necessity.** The City Council hereby finds and determines that the use of the easements for the Project is a public use, and that public necessity requires that the City of Lewisville, Texas (the "City") acquire the easements for the Project together with all necessary appurtenances, additions, and improvements on, over, under, and through those certain lots, tracts, or parcels of land.

**SECTION 3: Authorizing Acquisition and Determining Just Compensation.** The City Manager or her designee (the "City Manager") is hereby appointed the negotiator for the City and is authorized and directed to negotiate for and acquire the easements on the City's behalf and in accordance with State and Federal law. As such, the City Manager is authorized and directed to do each and every act necessary to acquire the needed easements including, but not limited to, the authority to negotiate,

give notices, make bonafide offers, have contracts prepared, retain and designate a qualified appraiser, as well as any other experts or consultants deemed necessary for the acquisition process. Further, the City Manager is specifically authorized to establish the just compensation for the acquisition of the easements, subject to the availability of funds appropriated by the City Council for such purpose.

**SECTION 4: Authorizing the Use of Eminent Domain.** Should the City Manager not be able to acquire the easements voluntarily from the landowners in accordance with the law, the City Attorney or her designee (the "City Attorney") is hereby authorized and directed to file or cause to be filed eminent domain proceedings for the acquisition of the easements. In the event it is subsequently determined that additional persons other than those named herein have any interest in the Property, the City Attorney is authorized and directed to join said parties as defendants in said condemnation suit(s).

**SECTION 5: Ratifying Prior Documents.** The City Council hereby ratifies any documents executed, prior to the effective date of this Resolution, by the City Manager which were necessary for the acquisition of the easements.

**SECTION 6: Disposal of Improvements.** The City Manager is hereby authorized to sell such surplus improvements, if any, located on the easements acquired in connection with this Project, should they interfere with the City's intended use and enjoyment of the Property.

**SECTION 7: Source of Funds.** The amount to be paid, if any, for acquiring the easements on the Properties for the Project will be appropriated from any and all lawful sources.

**SECTION 8: Savings/Repealing Clause.** All provisions of any resolution in conflict with this Resolution are hereby repealed; but such repeal shall not abate any pending matters of the repealed resolution. Any remaining portions of conflicting resolutions shall remain in full force and effect.

**SECTION 9: Severability.** Should any section, subsection, sentence, clause or phrase of this Resolution be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Resolution shall remain in full force and effect. The City hereby declares that it would have passed this Resolution, and each section, subsection, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional or invalid.

**SECTION 10: Effective Date.** This Resolution shall take effect immediately from and after its passage.

RESOLVED THIS the \_\_\_ day of \_\_\_\_\_, 20\_\_.

APPROVED:

\_\_\_\_\_

Rudy Durham, Mayor

ATTEST:

\_\_\_\_\_

Julie Heinze, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_

Lizbeth Plaster, City Attorney

Attachment 1

Parcel Description and Depiction

**FIELD NOTE DESCRIPTION FOR  
PERMANENT SANITARY SEWER LINE EASEMENT  
OVER, UNDER, AND ACROSS THE PROPERTY OF  
RAYMOND L. MYERS  
(VOL. 4067, PAGE 1388, DEED RECORDS OF DENTON COUNTY, TEXAS)**

BEING a generally 15-foot wide strip of land for a permanent sanitary sewer line easement, and being over, under and across Tract 52 located in the S.M. Hayden Survey, Abstract No. 537, City of Lewisville, Denton County, Texas, a called 12.748 acre tract conveyed to Raymond L. Myers as recorded in Volume 1388, Page 852 in the Deed Records of Denton County, Texas (D.R.D.C.T.), said strip of land being more particularly described as follows:

BEGINNING at an point for corner on the north property line of said 12.748 acre Raymond L. Myers tract and the south line of the Coyote Theater Addition to the City of Lewisville, TX as recorded in Instrument No. SL9577A-S09,C12 of the Plat Records of Denton County; said point bears S 31°36'54" E from a 1/2" iron rod found in the existing right-of-way of Holford's Prairie Road, said point also bears S 20°47'05" E from a mag nail being in the centerline of Holford's Prairie Road. (a 60-foot width right-of-way at that point);

THENCE N 89°48'22" E, along the north line of said 12.478 acre R. Myers tract and the south line of said Coyote Theater Addition, a distance of 15 feet to a point for corner;

THENCE S 00°24'05" E, being at all times 45-feet perpendicular from and parallel with the existing centerline of said Holford's Prairie Road, a distance of 216.41 feet to a point for corner;

THENCE S 45°00'00" W, a distance of 61.58 feet to a point for corner on the south property line of said 12.478 acre Myers tract and on the north property line of a 7.54 acre tract of land conveyed to Billy J. Myers as recorded in Volume 4067, Page 1386 in the D.R.D.C.T. ;

THENCE S 89°48'22" W, along the south line of said 12.478 acre R. Myers tract, and the north line of said 7.54 acre B. Myers tract, a distance of 1.16 feet to a point for corner, said point also being the southwest corner of said 12.748 R. Myers tract; said point also being the centerline of said Holford's Prairie Road (a 30-foot width right-of way at this point);

THENCE N 00°23'37" W, along the west line of said R. Myers tract and the centerline of said Holford's Prairie Road, passing a mag nail w washer to a point in the centerline of said Holford's Prairie Road, a distance of 19.92 feet to a point for corner;

THENCE N 45°00'00" E, departing north line of said R. Myers 12.748 acre tract and said centerline of Holford's Prairie Road, a distance of 42.13 feet to a point for corner;

THENCE N 00°24'05" W, being at all times 30-feet perpendicular from and parallel with the existing centerline of said Holford's Prairie Road, a distance of 210.19 feet to the POINT OF BEGINNING, said permanent sanitary sewer line easement containing 3,990 square feet (0.092 acres) of land, more or less.

Also, a temporary construction easement being generally 20-feet in width, immediately adjacent to, and parallel with the north and south lines of the above described permanent water line and sanitary sewer line easement, said temporary construction easements containing in total 5,526 square feet (0.127 acres) of land, more or less.

Notes:

1. Bearings and distances cited in this field note description are based on the Texas State Plane Coordinate System, NAD-83, Texas North Central Zone 4202.
2. Field surveys concluded on 10/08/2015.
3. An Easement Plat of even date herewith accompanies this Field Note Description.

Gary Clinton Hendricks, P.E., R.P.L.S  
 Texas Registration No. 5073  
 Birkhoff, Hendricks & Carter, L.L.P.  
 TBPLS Firm No. 100318-00  
 11910 Greenville Ave., Suite 600  
 Dallas, Texas 75243  
 Phone: 214-361-7900



*[Handwritten signature]*  
 06/29/16

METRO AUTO AUCTION  
DALLAS ADDITION  
LOT 2, BLOCK A  
DOC. NO. 2011-00041

**PERMANENT 15' SANITARY  
SEWER EASEMENT**  
0.092 ACRES  
(3,990 S.F.)

METRO AUTO AUCTION  
DALLAS ADDITION  
LOT 1R, BLOCK A  
DOC. NO. 2011-00041

R.O.W.

30' R.O.W.

R.O.W.

60' R.O.W.

REFERENCE BEARING  
S31°36'54"E - 95.53'

1/2" I.R.F.

1/2" I.R.F. (DISTURBED)

60' R.O.W.

1/2" I.R.F. CAP "G&A"

MAG NAIL

REFERENCE BEARING  
S20°47'05"E - 88.33'

EXIST. 20'  
SAN. SEW. ESMT.

**POINT OF  
BEGINNING**

COYOTE THEATERS  
ADDITION  
LOT 1, BLOCK A  
SL9577A-S09,C12  
P.R.D.C.T.

BILLY J. MYERS  
VOL. 4067, PG. 1386

**RAYMOND L. MYERS**  
VOL. 1338, PG. 852  
D.R.D.C.T.

S.M. HAYDEN  
SURVEY  
ABSTRACT 537

**20' TEMPORARY  
CONSTRUCTION EASEMENT**  
0.127 ACRES  
(5,526 S.F.)

PARCEL NO. 1

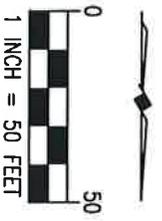
CITY OF LEWISVILLE, TEXAS

RAYMOND L. MYERS

**PERMANENT 15' SANITARY SEWER EASEMENT**

BIKKHOFF, HENDRICKS & CARTER, L.L.P.

PROFESSIONAL ENGINEERS  
TBPE Firm No. 526, TBPLS Firm No. 10031800  
11910 Greenville Ave., Suite 600 Dallas, Texas 75243 (214) 361-7900



- NOTES:
1. BEARINGS AND DISTANCES CITED IN THIS PLAT DESCRIPTION ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD-83, TEXAS NORTH CENTRAL ZONE 4202.
  2. FIELD SURVEYS CONCLUDED ON 10/08/2015.
  3. A FIELD NOTE DESCRIPTION OF EVEN DATE HEREMETH ACCOMPANIES THIS EXHIBIT.

**FIELD NOTE DESCRIPTION FOR  
TEMPORARY CONSTRUCTION EASEMENT**

**OVER, UNDER, AND ACROSS**

**LOT 1, BLOCK A  
L.I.S.D. OUTDOOR LEARNING AREA ADDITION  
(CABINET Q, PAGE 103, PLAT RECORDS OF DENTON COUNTY, TEXAS)**

BEING a generally 20-foot wide strip of land for a temporary construction easement, and being over, under and across Lot 1, Block A L.I.S.D. Outdoor Learning Area Addition as recorded in Cabinet Q, Page 103 in the Plat Records of Denton County, Texas (P.R.D.C.T.), said strip of land being more particularly described as follows:

BEGINNING at an 1/2" iron rod found as a point for corner on the northerly line of a variable width roadway easement for State Highway 121 recorded in Volume 2841, Page 917 of the D.R.D.C.T.; said point being in the southerly line of a 30-foot wide water easement as shown on the Final Plat of Lot 1, Block A of the L.I.S.D. Outdoor Learning Area Addition to the City of Lewisville as recorded in Cabinet Q, Page 103 of the Plat Records of Denton County; said point also being within an existing 30-foot waterline easement recorded in Volume 2889, Page 547; said point bears N 77°57'27" E a distance of 89.15 feet from a Texas Department of Transportation (T.X.D.O.T.) monument;

THENCE S 77°57'27" W, along said State Highway 121 Highway roadway easement and the southerly line of said water easement a distance of 6.49 feet to a point for corner, said point being in the easterly line of an existing 10-foot wide utility easement as shown on the said Final Plat of the L.I.S.D. Outdoor Learning Area Addition;

THENCE N 00°13'08" E, along said 10-foot wide utility easement, a distance of 84.05 feet to a point for corner;

THENCE S 89°46'52" E, a distance of 20.00 feet to a point for corner;

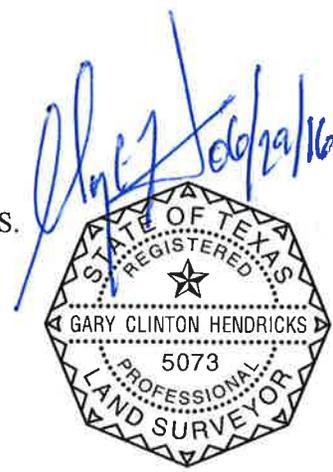
THENCE S 00°13'08" W, being at all times 20-feet perpendicular distance from and parallel with said 10-foot wide utility easement, a distance of 94.00 feet to a point for corner, said point being on the northerly line of said variable width roadway easement for State Highway 121;

THENCE N 50°05'57" W, following the said northerly roadway easement line of 121, a distance of 17.74 feet to the POINT OF BEGINNING, said temporary construction easement containing 1,735 square feet (0.040 acres) of land, more or less.

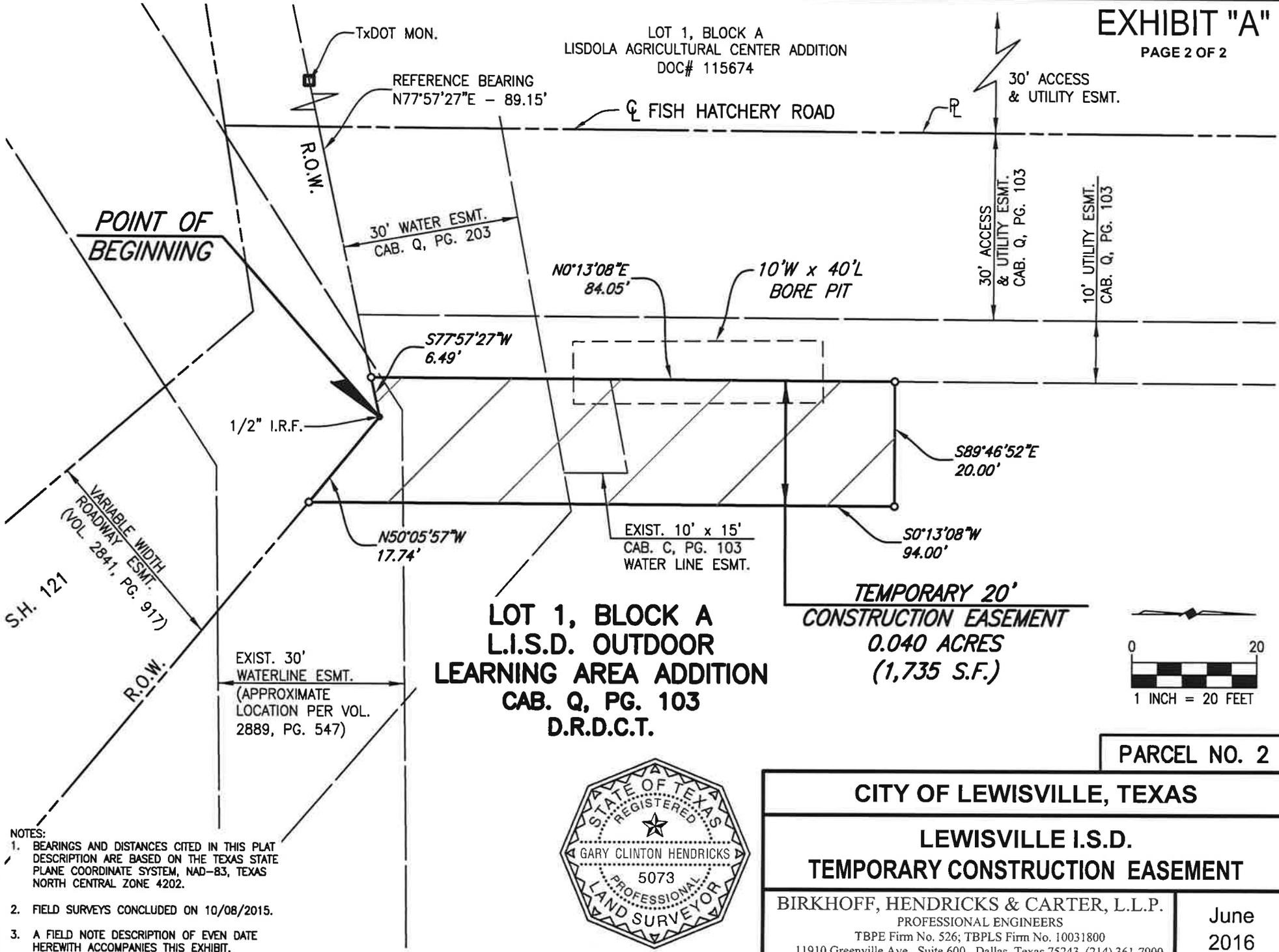
Notes:

1. Bearings and distances cited in this field note description are based on the Texas State Plane Coordinate System, NAD-83, Texas North Central Zone 4202.
2. Field surveys concluded on 10/08/2015.
3. An Easement Plat of even date herewith accompanies this Field Note Description.

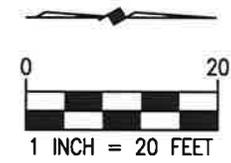
Gary Clinton Hendricks, P.E., R.P.L.S.  
 Texas Registration No. 5073  
 Birkhoff, Hendricks & Carter, L.L.P.  
 TBPLS Firm No. 100318-00  
 11910 Greenville Ave., Suite 600  
 Dallas, Texas 75243  
 Phone: 214-361-7900



LOT 1, BLOCK A  
LISDOLA AGRICULTURAL CENTER ADDITION  
DOC# 115674



**LOT 1, BLOCK A  
L.I.S.D. OUTDOOR  
LEARNING AREA ADDITION  
CAB. Q, PG. 103  
D.R.D.C.T.**



PARCEL NO. 2

CITY OF LEWISVILLE, TEXAS

**LEWISVILLE I.S.D.  
TEMPORARY CONSTRUCTION EASEMENT**

BIRKHOFF, HENDRICKS & CARTER, L.L.P.  
PROFESSIONAL ENGINEERS  
TBPE Firm No. 526; TBPLS Firm No. 10031800  
11910 Greenville Ave., Suite 600 Dallas, Texas 75243 (214) 361-7900

June  
2016



H:\Projects\Law\2011131\Esmt\_Plats\Plats\Parcel\_2.dwg  
REVISED: 6/28/16 - TTAYLOR

- NOTES:
1. BEARINGS AND DISTANCES CITED IN THIS PLAT DESCRIPTION ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD-83, TEXAS NORTH CENTRAL ZONE 4202.
  2. FIELD SURVEYS CONCLUDED ON 10/08/2015.
  3. A FIELD NOTE DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS EXHIBIT.

## MEMORANDUM

**TO:** Donna Barron, City Manager

**FROM:** Cleve Joiner, Director of Neighborhood Services

**DATE:** August 2, 2016

**SUBJECT:** **Consideration of a Resolution Authorizing the City Manager to Submit an Application to the Texas Department of Housing and Community Affairs for the Homeowner Rehabilitation Assistance Program; Approval of a Language Access Plan for the Grant; and Approval to Commit Matching Funds Should the Grant be Awarded.**

### BACKGROUND

The U.S. Department of Housing and Urban Development (HUD) makes an annual allocation of funds for the HOME Investment Partnership Program (HOME) to the state of Texas. The Texas Department of Housing and Community Affairs (TDHCA) in turn, makes the funds available through a competitive grant to local entities that are not already direct recipients from HUD.

TDHCA released a notice of funding availability for three single family programs including Homeowner Rehabilitation Assistance (HRA). Staff proposed to apply for \$200,000 in direct costs and \$8,000 in administrative costs. A local match of 15% (\$30,000) is required if the grant is awarded and can include waived permit fees, cash and in-kind donations. Adoption of a language access plan is required to receive full points in the application. The plan outlines efforts the City can take to ensure equal opportunity is afforded to grant applicants with limited English proficiency. The grant has a two-year performance period.

A maximum of \$40,000 (\$45,000 if there are accessibility improvements) may be used to rehabilitate a single-family housing unit exclusive of soft costs (non-construction costs), administrative costs and matching funds. With the HOME program, if one dollar is spent on rehab, then the unit must be completely brought up to standard. This differs from using Community Development Block Grant funds where repairs may be prioritized and each home can be partially rehabilitated. Therefore, if the cost to completely rehab the home is higher than the available funding, rehab is not allowed.

For homes where rehabilitation is not cost-effective or where the house is not structurally sound, the program offers \$85,000 (\$90,000 with accessibility features) toward demolition and reconstruction of the house exclusive of soft costs, administrative costs and match. State-wide, more grantees use the funds for reconstruction than for rehabilitation but both must be offered by the program. Reconstruction can also include replacement of a manufactured housing unit, replacement and relocation of a house out of a flood plain or replacement of a housing unit that has become uninhabitable as a result of disaster or condemnation.

## **ANALYSIS**

With the 2025 Big Move for Thriving Neighborhoods in mind, staff explored applying for additional funding for housing rehabilitation. The last time the City performed housing rehabilitation with a HOME grant was in between 2005 and 2007. The City was not awarded funding with a subsequent applications. A new housing rehabilitation technician position was filled this year adding to staff's capacity to manage grant projects.

To apply for the HRA grant, the City must commit to a local match requirement of 15% or \$30,000 (up from 12.5% previously). Unless a portion of the match can be raised from other sources (such as donations of cash, materials, professional services and volunteer labor), a general fund commitment of \$27,000 and development fee waivers of \$3,000 will be needed. This commitment is included in the resolution in order to apply for the grant.

The match is partially offset by administrative and program 'soft cost' funding. If awarded, the grant would include \$8,000 for administration which can apply to staff salaries, mileage, training etc. A soft cost allowance of up to \$5,000 per house for rehab and \$9,000 per house for reconstruction (estimate \$19,000 total) can be used for inspections and construction management. These soft costs includes 3<sup>rd</sup> party inspections, architecture, engineering and title reports. However, to the extent that staff performs construction inspections, work write-ups and construction supervision, the City can also be reimbursed up to the per-unit allowance. A very rough estimate is that \$7,500 of the estimated \$19,000 could be reimbursable to the City for soft costs. Added to administration funds, this totals about \$15,500 to offset the \$30,000 match.

One note of caution: with building costs increasing in the region, it is not likely that replacement homes can be built under the reconstruction option with the funding that is available even with matching funds included (see below). This especially depends on the size of the home to be replaced. Depending on the number and cost of homes approved for rehab, it may be possible to concentrate matching funds into the reconstruction budget. Community Development Block Grant funds can be used for demolition as needed to reduce cost, but cannot count toward match. In order to avoid having to come up with additional funds beyond the match requirement, staff will work on finding non-profit partners to help reduce costs, especially through use of volunteer labor. Additionally, staff will try to leverage the grant and the City's matching funds to find corporate sponsors willing to donate cash or building materials.

To apply, the City must also commit cash reserves of \$40,000. This represents the ability to continue to perform the grant between reimbursements. A further requirement is for a Language Access Plan (LAP) that outlines what measures the City will take to market the program and offer program materials and translation assistance to residents who have limited English proficiency. The LAP is attached for Council's reference. Both these requirements are addressed in the resolution.

Subject: HOME Program Homeowner Rehabilitation Assistance  
August 2, 2016  
Page 3

<b>Budget</b>	<b>Direct Cost</b>	<b>Soft Cost</b>	<b>Match avg.</b>	<b>Total</b>
Rehab per unit	\$40,000	\$5,000	\$6,750	\$51,750
Rehab w/ accessibility	\$45,000	\$5,000	\$7,500	\$57,500
Reconstruction	\$85,000	\$9,000	\$14,100	\$108,100
Reconstruction w/ accessibility	\$90,000	\$9,000	\$14,850	\$113,850

Residents selected for the grant would need to agree to voluntarily relocate during construction. They would have to be up to date on property taxes and have clear, marketable title to their property. The holder of any mortgage would have to agree to the assistance. The grant will be made available to owner-occupants of homes with code deficiencies making less than 60% of Area Median Income:

<b>Household Size</b>	<b>Household Income</b>
1	< \$30,120
2	< \$34,440
3	< \$38,760
4	< \$43,020
5	< \$46,500
6	< \$49,920

### **RECOMMENDATION**

It is City staff's recommendation that the City Council consider the resolution, and authorize the City Manager to submit the application as set forth in the caption above.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, AUTHORIZING THE FILING OF AN APPLICATION WITH THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS; ADOPTING A LANGUAGE ACCESS PLAN; AND COMMITTING CASH RESERVES AND MATCHING FUNDS FOR A GRANT UNDER THE NATIONAL AFFORDABLE HOUSING ACT OF 1990, AS AMENDED.**

**WHEREAS**, the Texas Department of Housing and Community Affairs (“TDHCA”) is authorized to make grants for a Homeowner Rehabilitation Assistance program under the HOME Investment Partnerships Program; and

**WHEREAS**, the City of Lewisville (the “City”) believes decent affordable housing for all citizens is desirable; and

**WHEREAS**, the City desires to use said grant funds to finance housing rehabilitation and reconstruction (demolition/replacement) projects within the city limits (the “Program”);

**WHEREAS**, it is a goal of the City to utilize minority business enterprises to the fullest extent possible in connection with the Program; and

**WHEREAS**, the City desires to make the Program available to homeowners throughout the City regardless of proficiency in the English language.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, THAT:**

**SECTION 1.** The City Manager is authorized to execute and submit an application requesting \$208,000 on behalf of the City with the TDHCA to aid in the financing of housing rehabilitation and reconstruction (demolition/replacement) projects pursuant to the HOME - Homeowner Rehabilitation Assistance program guidelines.

**SECTION 2.** The City Manager, Donna Barron, is authorized to execute and file assurances or any other documents required by the TDHCA related to the application.

**SECTION 3.** The City Manager, or her designee, Grants Coordinator Jamey Kirby, are authorized to represent the City with respect to the application and, if awarded, to administer the grant.

**SECTION 4.** Upon grant approval, the City Manager is authorized to execute grant agreements on behalf of the City with the TDHCA for the financing of housing reconstruction and rehabilitation projects.

**SECTION 5.** Upon grant approval, the City Manager is authorized to use cash reserves up to \$40,000 as a non-permanent source of funds pursuant to the HOME - Homeowner Rehabilitation Assistance program guidelines. Cash reserves will be used to fund Program costs pending reimbursement from the TDHCA.

**SECTION 6.** That the City Council hereby commits \$27,000 from the City's general fund and \$3,000 from waived permit fees for purposes of matching funds, contingent upon receiving grant approval.

**SECTION 7.** The Language Access Plan is hereby adopted to guide City staff in providing assistance to residents that have limited English proficiency when applying for grant assistance.

This Resolution is effective on and after its date of adoption.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF  
LEWISVILLE, TEXAS, ON THIS THE 15<sup>th</sup> DAY OF AUGUST, 2016.

**APPROVED:**

\_\_\_\_\_  
Rudy Durham, MAYOR

**ATTEST:**

\_\_\_\_\_  
Julie Heinze, CITY SECRETARY

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lizbeth Plaster, CITY ATTORNEY

## ***City of Lewisville, Grants Division Language Access Plan***

### **Introduction**

The City of Lewisville has prepared this Language Access Plan (“LAP” or “Plan”), which defines the actions to be taken by the City to ensure meaningful access to services, programs and activities related to the HOME Investment Partnership Program and to Community Development Block Grant projects on the part of persons who have limited English proficiency and are otherwise eligible. As the division responsible for administering federally-funded housing assistance programs, the Grants Division will have the lead responsibility for administering this LAP. The Grants Division will review and update, on a biennial basis or as needed, this LAP in order to ensure continued responsiveness to community needs and compliance with Executive Order 13166 (which may be found at <http://www.justice.gov/crt/about/cor/Pubs/eolep.php>), interpreting Title VI of the Civil Rights Act of 1964.

### **Purpose**

The purpose of this Plan is to ensure residents of the City of Lewisville have meaningful access to services, programs and activities related to the HOME Investment Partnership Program and to Community Development Block Grant projects although they may be limited in their English language proficiency. The City of Lewisville is committed to this Plan as the appropriate response to meeting our residents’ needs. The Plan is consistent with the guidance promulgated by all relevant Federal agencies. A Limited English Proficient (“LEP”) person is someone who is not able to speak, read, write or understand the English language at a level that allows him/her to interact effectively with the City of Lewisville staff. A resident maintains the right to self-identify as a LEP person.

### **LEP individuals**

As of 2014, the U.S. Census Bureau reports that 20.9% of the population of Lewisville, Texas speak a language other than English at home. As of 2015, 5.6% of residents are Asian and 17.6% are Hispanic. The City of Lewisville has identified that of the portion of the population eligible for services related to the HOME Investment Partnership Program and to Community Development Block Grant projects, the two most significant languages spoken by LEP people in our service area are Spanish and Hakha Chin, a language spoken by the Chin ethnic minority from Myanmar.

### **Language Access Needs Assessment**

The City of Lewisville shall make meaningful access to the HOME Investment Partnership Program and to Community Development Block Grant projects available to each regularly encountered LEP group and specifically to the prevalent LEP population in Texas: native Spanish-speaking individuals and Chin-speaking individuals.

Meaningful access, as used in this document, means language assistance that results in accurate, timely, and effective communication at no cost to the LEP individual. For LEP individuals, meaningful access denotes access that is not significantly restricted, delayed, or inferior as compared to programs or activities provided to English proficient individuals.

In order to provide meaningful access at the time this plan is adopted, the City has considered the following:

- Are there staff available that speak several languages?
  - There are a significant number of City of Lewisville employees that speak Spanish.
- Language service protocols – agreements with nonprofits, contracts for translation and interpreting services
  - The City will rely on partnerships with community resources for language assistance that cannot be handled in-house.
- Identify ways in which language assistance will be provided - Consider how to respond to LEP callers, LEP written communication, and how to ensure the competency of interpreters and translation services.
  - Spanish: staff can consistently provide phone and in-person assistance with staff that are fluent in Spanish as well as staff that are conversant in Spanish. Staff are identified internally through a bilingual certification plan that offers bonus pay for bilingual staff. Bilingual staff are identified in internal phone directories for the reference of all staff. Staff will be made available for translation at community public hearings or application workshops that relate to federally-funded assistance programs.
  - Hakha Chin: staff will rely on partnerships with community resources including Chin Refugee Ministries and the Chin Evangelical Baptist Church.
  - Vital program documents, as described below, will be translated either in-house or by contracted providers. Funding for translating vital program documents may be eligible as project delivery costs through federal programs. Where they are not eligible program costs, a cost-reasonable determination will be made as to whether local general fund money can be used.
- Program-Specific Needs – identify how language access will be addressed for each federally-funded assistance program.
  - HOME-funded and/or Community Development Block Grant-funded Housing Rehabilitation Assistance programs: the LEP population identified for these programs include Spanish-speaking homeowners, however the Chin-speaking population mostly consists of recent refugees accepted into the United States from 2007 to 2013. At this time, the population does not include a significant number of homeowners.
  - Community Development Block Grant Homebuyer Assistance: the LEP population identified for this program includes both Spanish-speaking and Chin-speaking aspiring homeowners.

The City of Lewisville provides oral interpretation services to LEP customers. We will make use of bilingual personnel for initial interpretation services and may use telephonic interpretation services, contract interpreters, or community or professional services as may be necessary. We will maintain a list of qualified bilingual staff and community resources that are able to provide free (for the program participant) interpretation services, as well as a list of the most common languages encountered.

### **Staff training**

Staff will be trained on an ongoing basis, particularly with use of appropriate language translation services. Internal staff will have access to a list of all staff members and community resources with fluency in languages other than English.

## **Vital document translation**

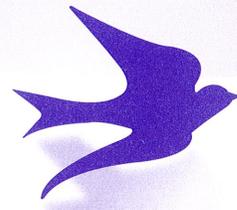
The City of Lewisville shall determine which documents are vital and shall translate vital documents into the languages identified, and may request assistance from the Texas Department of Housing and Community Affairs in this regard. Translation will be prioritized for those documents which are most needed to alleviate an immediate problem for an individual (*e.g.*, application intake forms, HOME roles and responsibilities), to be determined at the City Manager's discretion.

## **Monitoring and Updating the LAP**

The City of Lewisville will review and update, on a biennial basis or as needed, this LAP in order to ensure continued responsiveness to community needs and compliance with Executive Order 13166. The City of Lewisville will periodically review the agency's actions toward increasing access for LEP persons in order to ensure continued steps toward wider language access.

## **Resources**

- [See FR-2007-01-22](#) for further guidance.
- HUD LEP FAQs:  
[http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/fair\\_housing\\_equal\\_opp/promotingfh/lep-faq](http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/promotingfh/lep-faq)
- LEP federal guidance: <http://www.lep.gov/>



LEWISVILLE

Deep Roots. Broad Wings. Bright Future.

Finance Department

MEMORANDUM

**TO:** Rudy Durham, Mayor  
Mayor Pro Tem T J Gilmore  
Deputy Mayor Pro Tem Leroy Vaughn  
Councilman R Neil Ferguson  
Councilman Brent Daniels  
Councilman Brandon Jones

**FROM:** Brenda Martin, Director of Finance  
Clifford J. Howard, Fiscal Services Manager

**DATE:** August 9, 2016

**SUBJECT: QUARTERLY INVESTMENT REPORT**  
**April 1, 2016 – June 30, 2016**

The attached quarterly investment report for the period from April 1, 2016 through June 30, 2016 is provided as required by an amendment to the Public Funds Investment Act.

Each of the Investment Officers has reviewed the report, and by virtue of their signature, represent that the investments making up the report are in compliance with the investment policy of the City of Lewisville and meet the requirements of the amended Public Funds Investment Act.

Brenda Martin, Director of Finance

Clifford J. Howard, Fiscal Services Manager

Attached is the City's quarterly investment report for the quarter ended June 30, 2016 as required by the Amended Public Funds Investment Act.

The report must:

1. Describe in detail the investment position of the entity on the date of the report.
2. Be prepared jointly by all investment officers of the entity.
3. Be signed by each investment officer of the entity.
4. Contain a summary statement of each pooled group that states the:
  - a. Beginning market value of the reporting period.
  - b. Additions and changes to the market value during the period.
  - c. Ending market value for the period.
5. State the book value and market value of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type invested.
6. State the maturity date of each separately invested asset that has a maturity date.
7. State the account, fund or pooled group fund for which each individual investment was acquired.
8. State the compliance of that investment portfolio as it relates to the investment strategy expressed in the investment policy.

As required, the attached report presents the individual investments by type including par value, book value, i.e. (cost), market values - both beginning and ending, purchase and maturity dates, and rate and yield information.

*Par value* is the value of the investment at the maturity date. In other words, investments held and kept until the maturity date will be redeemed at the par value.

*Cost* is the same as book value and represents the amount the City paid for the investment. It may be at par value, but in most instances will be at an amount either more or less than par value. This is the result of the investment being purchased either at a premium or discount depending on current interest rate levels on the purchase date compared to the fixed rate of the particular investment.

*Market value* varies inversely with current interest rate levels. Generally as interest rates increase, the market value of a fixed rate security declines. Conversely, as interest rates decrease, market value of a fixed rate security increases.

*Rate* represents the stated annual rate of return on the investment. The yield rate represents the effective rate of return, taking into account any premium or discount.

The City's investment strategy is safety, liquidity, and yield in that order. Consequently, investments are purchased in a manner whereby cash flow requirements are planned for, and as a result, usually eliminates the need to sell investments to provide cash prior to maturity.

# City of Lewisville, Texas

## Quarterly Investment Report

June 30, 2016

### Report Highlights

- City uses consolidated bank, investment, and safekeeping accounts. Staff continues to monitor the Earned Income Credit Rates (ECR) which are essentially interest earnings paid by our depository bank which can be applied toward bank fee offset. The city evaluates this rate versus the short term interest rates as to which is more beneficial to the city to use as an offset to fees versus paying fees and receiving actual interest earnings. The city's current rate is 0.30% versus the TexPool rate for the same period of 0.35%.
- The 'Change in Market Value' column on the attached detail portfolio is a comparison of only the past quarter. Also on this report is the total net change associated with the Fair Market Value as of the report date, compared to the original cost of the portfolio. Fair Market Value (FMV) of an investment represents what the city would receive if we were to sell the security as of the reporting date. Depending on whether interest rates are rising or falling, the FMV will fluctuate. If held to maturity, a security is redeemed at par, (no gain or loss). As a rule, the city holds all securities until maturity.
- For purposes of Weighted Average Maturity, Cash is considered as same day liquidity and TexPool is calculated using the pool's average day calculation.
- Agency credit ratings are listed on page two of the report as a method of monitoring security types within the city's portfolio as directed by the Public Funds Investment Act.

### News in the Markets

- **June 23, 2016 - In stunning decision, Britain votes to leave the E.U.** The country opted to become the first ever to leave the 28-member bloc.
- **Political Party nominations for President: Democratic:** Hilary Clinton; **Green:** Jill Stein; **Republican:** Donald Trump
- Britain will have its first female prime minister since Margaret Thatcher. A vote by Conservative Party members left two finalists: home affairs secretary Theresa May and energy minister Andrea Leadsom. One will become the country's leader on September 9, making the second time in British history that the country has had a female prime minister.
- **Puerto Rico rescue bill clears Congress 2 days before default.** The Senate advanced the bill two days before the U.S. territory was set to default on roughly \$2 billion in debt payments. The legislation opens a path for an orderly restructuring of the island's \$72 billion in bond debt while creating a new federally appointed fiscal oversight board.
- **Fed Funds news -** December 16, 2015 meeting, **the Federal Open Market Committee announced an initial hike of 25 basis points**, lifting interest rates **from 0 – 0.25 to 0.25 – 0.50**. There have been **no additional rate hikes** since December.
- **Central Banks in Japan, Sweden, Denmark and Switzerland have pushed their short-term interest rates below zero**, in an effort to weaken their currencies and fight disinflationary pressure.
- **GDP –** The U.S. economy grew at a pace of 1.2 percent in the second quarter of 2016, worse than analysts' expectations of 2.5 percent. The slow results for the April-June period raise new warnings signs about the strength of the U.S. economic expansion.



Portfolio Investment Report  
for Quarter Ending June 30, 2016

**Consolidated Investment Report**

**Cash and Investment Balances**

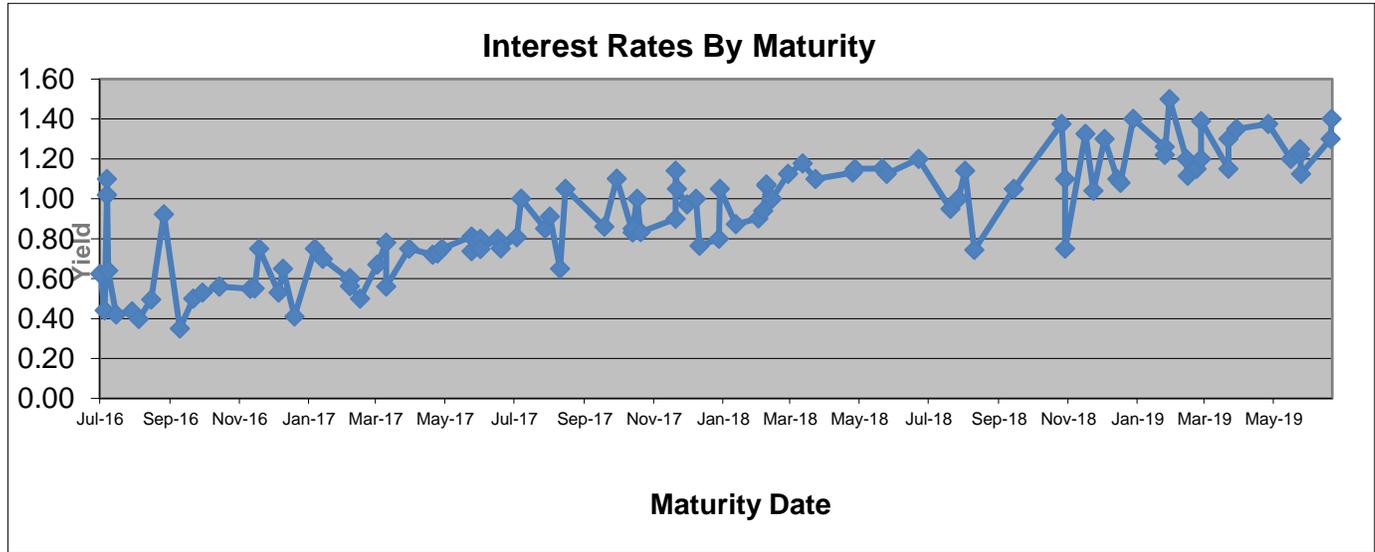
		Same Quarter Last Year
Cash Balances	\$ 44,153,919.43	\$ 51,868,819.15
TexPool Balance	\$ 20,508,021.37	\$ 13,466,194.85
Other Investment Portfolio Balance	<u>\$ 151,163,105.88</u>	<u>\$ 149,440,097.87</u>
Total Cash, Texpool & Investment Amount	<u>\$ 215,825,046.68</u>	<u>\$ 214,775,111.87</u>

**Investment Yields, Maturities, and Interest**

TexPool Average Quarter Yield	0.35%	0.06%
TexPool End of Qtr Weighted Maturity	43 Days	49 Days
Bank Earned Income Credit	0.30%	0.25%
13 Week Treasury - Benchmark	0.25%	0.02%
Other Investment Average Weighted Yield	0.90%	0.77%
Average Weighted Maturity: Agency / Total	493 / 349 Days	596 / 418 Days
Other Investment Accrued Interest	\$ 348,791.92	\$ 275,651.48

**Outstanding Portfolio (excluding TexPool)**

Distribution by Maturity	Number	Amount	Percent	Market Value
1 to 365 days	42	\$ 62,072,164.88	41.06%	\$ 62,032,172.15
366 to 730 days	34	\$ 48,437,370.00	32.04%	\$ 48,618,785.40
Over 730 days	33	\$ 40,653,571.00	26.89%	\$ 40,764,178.77
<b>Total</b>	<b>109</b>	<b>\$ 151,163,105.88</b>	<b>100.00%</b>	<b>\$ 151,415,136.32</b>

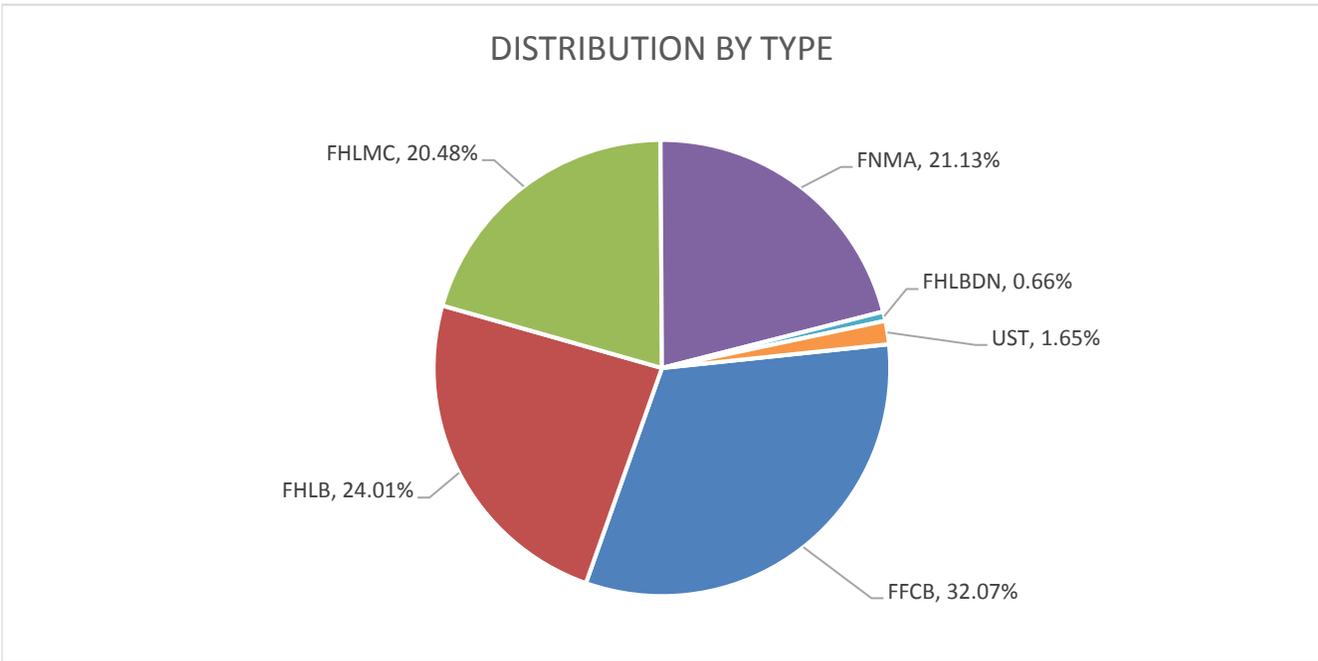




Portfolio Investment Report  
for Quarter Ending June 30, 2016

**Consolidated Investments - continued**

Outstanding Portfolio (excluding TexPool)		Amount	Percent	Market Value	Key
Distribution by Investment type	Number				
Federal Farm Credit Bank	27	\$ 48,480,603.00	32.07%	\$ 48,559,512.90	FFCB
Federal Home Loan Bank	31	\$ 36,292,532.00	24.01%	\$ 36,302,230.78	FHLB
Federal Home Loan Mortgage Corp	24	\$ 30,965,610.38	20.48%	\$ 31,006,826.99	FHLMC
Federal National Mortgage Assoc.	24	\$ 31,933,720.00	21.13%	\$ 32,045,580.00	FNMA
Federal Home Loan Bank Discount Notes	1	\$ 996,522.50	0.66%	\$ 999,560.00	FHLBDN
U S Treasuries	2	\$ 2,494,118.00	1.65%	\$ 2,501,425.65	UST
<b>Total</b>	<b>109</b>	<b>\$ 151,163,105.88</b>	<b>100.00%</b>	<b>\$ 151,415,136.32</b>	



**Agencies Credit Ratings**

	<b>S &amp; P</b>	<b>Moody's</b>
Federal Farm Credit Bank	AA+	Aaa
Federal Home Loan Bank	AA+	Aaa
Federal Home Loan Mortgage Corp	AA+	Aaa
Federal National Mortgage Assoc.	AA+	Aaa

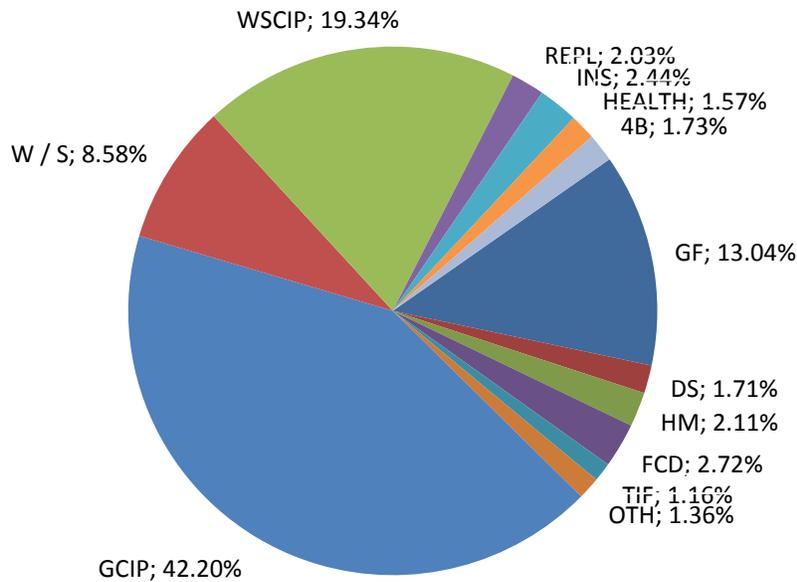


Portfolio Investment Report  
for Quarter Ending June 30, 2016

**Outstanding Portfolio - Major Funds**

	Chart Key	Equity Balance	% of Total Equity
GENERAL	GF	\$ 28,143,385	13.04%
DEBT SERVICE	DS	\$ 3,700,867	1.71%
HOTEL/MOTEL	HM	\$ 4,561,149	2.11%
FIRE & CRIME DISTRICTS	FCD	\$ 5,875,593	2.72%
TIF & TIRZ	TIF	\$ 2,494,470	1.16%
Funds under 1 million	OTH	\$ 2,943,948	1.36%
G O CIP	GCIP	\$ 91,072,161	42.20%
W&S Operating	W / S	\$ 18,525,097	8.58%
W&S CIP	WSCIP	\$ 41,733,425	19.34%
EQUIP REPLACEMENT	REPL	\$ 4,389,478	2.03%
INSURANCE RISK	INS	\$ 5,269,947	2.44%
HEALTH INS	HEALTH	\$ 3,389,786	1.57%
4-B SALES TAX	4B	\$ 3,725,741	1.73%
<b>Total</b>		<b>\$ 215,825,047</b>	<b>100.00%</b>

**% of Total Equity**



**City of Lewisville  
Consolidated Account**

Security Type	Par Value	Cost	3/31/2016 Beg. Market Value	6/30/2016 End. Market Value	Change in Market Value	Cusip	Purchase Date	Maturity Date	Rate	Yield	Accrued Interest
Federal Farm Credit bank	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,001,268.60	\$ 2,000,000.00	\$ (1,268.60)	3133EELR9	2/3/2015	7/1/2016	0.63	0.62498	6,198.63
Federal National Mortgage Assn. Bond	\$ 2,000,000.00	\$ 1,997,020.00	\$ 2,002,600.00	\$ 1,999,840.00	\$ (2,760.00)	3135G0XP3	3/20/2014	7/5/2016	0.38	0.44040	3,636.99
Federal Farm Credit bank	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,351.00	\$ 1,000,000.00	\$ (351.00)	3133EEKV1	1/22/2015	7/7/2016	1.02	1.02000	4,890.41
Federal Farm Credit bank	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,351.00	\$ 1,000,000.00	\$ (351.00)	3133EEKV1	1/22/2015	7/7/2016	1.02	1.02000	4,890.41
Federal Farm Credit bank	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,001,391.60	\$ 2,000,000.00	\$ (1,391.60)	3133EEZF0	4/24/2015	7/7/2016	1.10	1.09997	10,547.95
Federal Farm Credit bank	\$ 2,000,000.00	\$ 2,000,000.00	\$ 1,999,891.80	\$ 1,999,972.40	\$ 80.60	3133EENC0	2/6/2015	7/8/2016	0.64	0.64000	6,101.92
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 999,870.80	\$ 999,991.30	\$ 120.50	3130A5PP8	6/15/2015	7/15/2016	0.42	0.42003	1,921.64
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 999,260.00	\$ 999,634.20	\$ 999,911.40	\$ 277.20	3130A5VG1	9/18/2015	7/29/2016	0.35	0.43587	1,467.12
Federal Home Loan Discount Note	\$ 1,000,000.00	\$ 996,522.50	\$ 997,810.00	\$ 999,560.00	\$ 1,750.00	313384A74	9/18/2015	8/4/2016	0.39	0.39754	1,570.68
U S Treasury	\$ 1,500,000.00	\$ 1,504,218.00	\$ 1,501,406.25	\$ 1,500,527.25	\$ (879.00)	912828VR8	6/11/2014	8/15/2016	0.63	0.49509	3,493.15
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 991,350.00	\$ 1,002,100.00	\$ 1,000,280.00	\$ (1,820.00)	3135G0YE7	9/11/2013	8/26/2016	0.63	0.92206	2,140.41
Federal Home Loan Bank Bond	\$ 2,000,000.00	\$ 2,001,516.00	\$ 1,999,882.00	\$ 2,000,031.80	\$ 149.80	3130A6BD8	9/18/2015	9/9/2016	0.51	0.35004	3,157.81
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 999,767.00	\$ 999,966.40	\$ 199.40	3130A6GV3	9/21/2015	9/21/2016	0.50	0.50000	1,780.82
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,002,360.00	\$ 1,000,332.20	\$ 1,000,599.50	\$ 267.30	3130A1KR8	5/12/2014	9/29/2016	0.63	0.53008	1,605.21
Federal Home Loan Mortgage Corp. Note	\$ 2,000,000.00	\$ 2,018,095.38	\$ 2,007,140.00	\$ 2,002,080.00	\$ (5,060.00)	3137EADS5	11/20/2013	10/14/2016	0.88	0.56000	3,691.78
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,008,010.00	\$ 1,003,570.00	\$ 1,001,040.00	\$ (2,530.00)	3137EADS5	3/20/2014	10/14/2016	0.88	0.56021	1,845.89
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 999,430.00	\$ 999,261.10	\$ 1,000,162.00	\$ 900.90	3130A6B55	9/18/2015	11/10/2016	0.50	0.55006	698.63
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,470.00	\$ 999,704.00	\$ 1,000,445.30	\$ 741.30	313381B53	4/9/2015	11/14/2016	0.58	0.55031	746.85
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,872.60	\$ 1,001,091.60	\$ 219.00	3130A34L5	9/18/2014	11/18/2016	0.75	0.75007	883.56
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 998,558.60	\$ 1,000,148.70	\$ 1,590.10	3130A6RF6	11/16/2015	12/5/2016	0.53	0.53000	363.01
Federal Home Loan Bank Bond	\$ 2,009,561.00	\$ 2,057,840.00	\$ 2,014,190.60	\$ 2,009,561.20	\$ (4,629.40)	313371PV2	12/10/2013	12/9/2016	1.63	0.65005	1,869.86
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 998,202.20	\$ 999,600.90	\$ 1,398.70	3130A6M87	10/19/2015	12/19/2016	0.41	0.41004	123.56
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,482.20	\$ 1,001,131.50	\$ 649.30	3130A3UR3	1/6/2015	1/6/2017	0.75	0.75000	3,616.44
Federal Farm Credit bank	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,136.20	\$ 2,001,894.20	\$ 1,758.00	3133EDNC2	6/13/2014	1/13/2017	0.70	0.70003	6,482.19
Federal Farm Credit bank	\$ 2,000,000.00	\$ 1,999,860.00	\$ 1,997,554.80	\$ 2,000,306.40	\$ 2,751.60	3133EE6A3	9/18/2015	2/6/2017	0.59	0.59503	4,687.67
Federal Farm Credit bank	\$ 6,000,000.00	\$ 5,998,920.00	\$ 5,992,664.40	\$ 6,000,919.20	\$ 8,254.80	3133EE6A3	9/18/2015	2/6/2017	0.59	0.60303	14,063.01
Federal Farm Credit bank	\$ 4,000,000.00	\$ 4,001,388.00	\$ 3,995,109.60	\$ 4,000,612.80	\$ 5,503.20	3133EE6A3	11/6/2015	2/6/2017	0.59	0.56202	9,375.34
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,001,000.00	\$ 998,944.90	\$ 1,000,350.40	\$ 1,405.50	3130A7BV6	2/12/2016	2/15/2017	0.60	0.50044	2,235.62
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,001,150.00	\$ 1,000,145.60	\$ 1,001,318.40	\$ 1,172.80	3130A4FR8	9/18/2015	3/2/2017	0.75	0.67044	2,465.75
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,002,640.00	\$ 1,001,886.10	\$ 1,002,116.40	\$ 230.30	3133782N0	5/12/2014	3/10/2017	0.88	0.78036	2,684.93
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,002,620.00	\$ 1,002,620.00	\$ 1,002,116.40	\$ (503.60)	3133782N0	5/9/2016	3/10/2017	0.88	0.56031	1,246.58
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,022.40	\$ 1,001,281.80	\$ 1,259.40	3130A3ML5	1/15/2015	3/30/2017	0.75	0.74977	1,890.41
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 1,000,360.00	\$ 1,000,100.00	\$ 1,001,260.00	\$ 1,160.00	3135g0zb2	1/22/2016	4/20/2017	0.75	0.72075	1,458.90
Federal Farm Credit bank	\$ 1,000,000.00	\$ 1,000,365.00	\$ 999,940.80	\$ 1,001,282.10	\$ 1,341.30	3133EFAN7	9/18/2015	4/24/2017	0.75	0.72706	1,376.71
Federal Farm Credit bank	\$ 2,000,000.00	\$ 1,995,320.00	\$ 1,997,158.20	\$ 2,000,498.00	\$ 3,339.80	3133EEF39	6/12/2015	4/28/2017	0.63	0.75067	2,157.53
Federal Home Loan Bank Bond	\$ 2,000,000.00	\$ 2,003,820.00	\$ 2,003,398.00	\$ 2,007,622.60	\$ 4,224.60	3130A1NN4	5/27/2014	5/24/2017	0.88	0.81025	1,773.97
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,002,300.00	\$ 1,001,699.00	\$ 1,003,811.30	\$ 2,112.30	3130A1NN4	9/18/2015	5/24/2017	0.88	0.73715	886.99
Federal Home Loan Mortgage Corp. Note	\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,499,400.00	\$ 1,500,300.00	\$ 900.00	3134G6YQ0	5/26/2015	5/26/2017	0.80	0.80000	1,150.68
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 989,430.00	\$ 990,700.00	\$ 992,460.00	\$ 1,760.00	31359MEL3	2/2/2016	6/1/2017	0.79	0.80023	630.05
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 992,590.00	\$ 992,590.00	\$ 992,460.00	\$ (130.00)	31359MEL3	6/3/2016	6/1/2017	0.79	0.74931	586.60
Federal Farm Credit bank	\$ 1,000,000.00	\$ 1,000,010.00	\$ 1,000,104.10	\$ 1,001,747.20	\$ 1,643.10	3133EE662	9/18/2015	6/16/2017	0.80	0.79931	3,638.36
Federal Farm Credit bank	\$ 1,000,000.00	\$ 1,004,300.00	\$ 1,002,749.30	\$ 1,003,873.70	\$ 1,124.40	3133EDVB5	11/6/2015	6/19/2017	1.02	0.75225	307.40
Federal Farm Credit bank	\$ 1,000,000.00	\$ 997,740.00	\$ 998,448.50	\$ 1,001,204.40	\$ 2,755.90	3133EFBS5	9/18/2015	7/3/2017	0.68	0.80737	3,334.79
Federal Home Loan Mortgage Corp. Note	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,007,800.00	\$ 2,007,400.00	\$ (400.00)	3134G5AR6	7/7/2014	7/7/2017	1.00	1.00000	9,589.04
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,002,100.00	\$ 1,002,300.00	\$ 200.00	3134G6AC7	1/28/2015	7/28/2017	0.85	0.85000	3,586.30
Federal Farm Credit bank	\$ 1,000,000.00	\$ 997,000.00	\$ 999,786.60	\$ 1,002,240.10	\$ 2,453.50	3133EAC63	11/5/2014	8/1/2017	0.80	0.91107	3,287.67
Federal Farm Credit bank	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,001,223.60	\$ 1,223.60	3133EF6U6	5/10/2016	8/10/2017	0.65	0.65000	1,816.44
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,900.00	\$ 1,000,520.00	\$ (380.00)	3136G23G0	8/15/2014	8/15/2017	1.05	1.05000	3,912.33
Federal Farm Credit bank	\$ 1,000,000.00	\$ 999,800.00	\$ 999,155.70	\$ 1,000,017.60	\$ 861.90	3133EFDN4	9/18/2015	9/18/2017	0.85	0.86011	3,097.26
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 999,950.00	\$ 1,003,957.80	\$ 1,005,907.00	\$ 1,949.20	3130A2XL5	9/29/2014	9/29/2017	1.10	1.10170	2,802.74
Federal Farm Credit bank	\$ 1,000,000.00	\$ 996,510.00	\$ 996,941.10	\$ 1,000,253.70	\$ 3,312.60	3133EFHY6	11/6/2015	10/13/2017	0.65	0.83205	1,389.04
Federal Home Loan Mortgage Corp. Note	\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,501,033.50	\$ 1,033.50	3134G8WC9	4/13/2016	10/13/2017	0.85	0.85000	2,724.66
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,002,422.40	\$ 1,004,742.10	\$ 2,319.70	3130A3CU6	10/17/2014	10/17/2017	1.00	1.00000	2,027.40
Federal Farm Credit bank	\$ 1,000,000.00	\$ 997,600.00	\$ 998,220.90	\$ 999,718.40	\$ 1,497.50	3133EFKM8	11/5/2015	10/20/2017	0.71	0.83378	1,381.10
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,726.80	\$ 1,003,476.90	\$ 2,750.10	3130A6D87	8/20/2015	11/20/2017	0.90	0.90011	1,010.96
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 992,300.00	\$ 999,700.00	\$ 1,000,210.00	\$ 510.00	3136G1MF3	3/9/2015	11/20/2017	0.85	1.14060	954.79

Federal Farm Credit bank	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,003,160.20	\$ 1,005,550.70	\$ 2,390.50	3133EECQ1	11/21/2014	11/21/2017	1.05	1.05000	1,150.68
U S Treasury	\$ 1,000,000.00	\$ 989,900.00	\$ 998,437.50	\$ 1,000,898.40	\$ 2,460.90	912828UA6	12/16/2014	11/30/2017	0.63	0.97242	530.82
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,020.00	\$ 1,000,520.00	\$ 500.00	3134G8P29	3/8/2016	12/8/2017	1.00	1.00000	602.74
Federal Farm Credit bank	\$ 1,000,000.00	\$ 1,000,630.00	\$ 998,940.00	\$ 1,001,885.40	\$ 2,945.40	3133EFYM3	2/11/2016	12/11/2017	0.80	0.76542	416.44
Federal Home Loan Mortgage Corp. Note	\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,501,035.00	\$ 1,035.00	3134G9WU7	6/28/2016	12/28/2017	0.80	0.80000	65.75
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,003,358.40	\$ 1,005,755.60	\$ 2,397.20	3130A3N83	12/29/2014	12/29/2017	1.05	1.05000	28.77
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 997,360.00	\$ 999,730.00	\$ 1,001,660.00	\$ 1,930.00	3137EADN6	11/6/2015	1/12/2018	0.75	0.87225	3,493.15
Federal Farm Credit bank	\$ 1,500,000.00	\$ 1,499,220.00	\$ 1,499,909.10	\$ 1,504,368.00	\$ 4,458.90	3133ECE83	3/2/2016	2/1/2018	0.88	0.90239	4,315.07
Federal Farm Credit bank	\$ 5,000,000.00	\$ 5,000,000.00	\$ 4,994,161.00	\$ 5,000,034.50	\$ 5,873.50	3133EFXR3	2/5/2016	2/5/2018	0.94	0.94000	18,800.00
Federal National Mortgage Assn. Bond	\$ 2,000,000.00	\$ 1,989,000.00	\$ 2,003,940.00	\$ 2,008,180.00	\$ 4,240.00	3135G0TG8	3/4/2015	2/8/2018	0.88	1.06625	6,856.16
Federal National Mortgage Assn. Bond	\$ 2,000,000.00	\$ 1,989,680.00	\$ 2,003,940.00	\$ 2,008,180.00	\$ 4,240.00	3135G0TG8	3/4/2015	2/8/2018	0.88	1.07251	6,856.16
Federal National Mortgage Assn. Bond	\$ 5,000,000.00	\$ 5,000,000.00	\$ 5,008,950.00	\$ 5,011,750.00	\$ 2,800.00	3136G2D87	2/13/2015	2/13/2018	1.00	1.00000	18,904.11
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,440.00	\$ 1,004,958.70	\$ 1,007,175.70	\$ 2,217.00	3130A4AJ1	2/27/2015	2/27/2018	1.14	1.12504	3,872.88
Federal Farm Credit bank	\$ 1,000,000.00	\$ 998,440.00	\$ 1,004,601.70	\$ 1,007,072.60	\$ 2,470.90	3133EETE0	3/12/2015	3/12/2018	1.13	1.17808	3,390.41
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,006,300.00	\$ 1,007,000.00	\$ 700.00	3134G65U3	6/23/2015	3/23/2018	1.10	1.10014	2,983.56
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 999,800.00	\$ 1,006,225.70	\$ 1,007,957.20	\$ 1,731.50	3130A4GJ5	6/12/2015	4/25/2018	1.13	1.13200	2,034.25
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,100.00	\$ 1,000,348.00	\$ 248.00	3134G8HQ5	1/27/2016	4/27/2018	1.15	1.15000	2,016.44
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 992,000.00	\$ 1,001,320.00	\$ 1,003,690.00	\$ 2,370.00	3135G0VJ8	6/12/2015	5/21/2018	0.88	1.15233	958.90
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,100.00	\$ 1,000,677.00	\$ 577.00	3134G84Y2	11/25/2015	5/25/2018	1.13	1.12500	1,109.59
Federal Home Loan Mortgage Corp. Note	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,003,800.00	\$ 2,004,800.00	\$ 1,000.00	3134G67C1	6/22/2015	6/22/2018	1.20	1.20000	526.03
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 1,004,680.00	\$ 1,006,370.00	\$ 1,008,680.00	\$ 2,310.00	3135G0E33	10/30/2015	7/20/2018	1.13	0.95032	4,993.15
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,090.00	\$ 1,000,050.00	\$ (40.00)	3134G73Q2	10/30/2015	7/27/2018	1.00	1.00011	4,246.58
Federal Farm Credit bank	\$ 2,000,000.00	\$ 1,993,500.00	\$ 1,996,099.40	\$ 1,999,501.60	\$ 3,402.20	3133EFMV6	11/10/2015	8/2/2018	1.02	1.14146	8,327.67
Federal Home Loan Bank Bond	\$ 2,000,000.00	\$ 2,009,356.00	\$ 2,003,012.80	\$ 2,001,831.00	\$ (1,181.80)	3130A67K7	9/18/2015	8/10/2018	1.27	0.74406	9,812.05
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 999,500.00	\$ 1,001,438.00	\$ 1,938.00	3134G8NA3	3/14/2016	9/14/2018	1.05	1.05000	3,106.85
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,003,528.60	\$ 1,002,886.30	\$ (642.30)	3130A6ZD2	1/26/2016	10/26/2018	1.38	1.37522	2,448.63
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,010.00	\$ 1,000,120.00	\$ 110.00	3135G0G64	10/30/2015	10/29/2018	1.10	1.10000	1,868.49
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 994,800.00	\$ 1,000,210.00	\$ 5,410.00	3136G2SK4	10/30/2015	10/29/2018	0.75	0.75000	1,273.97
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 995,310.00	\$ 1,000,180.00	\$ 1,000,140.00	\$ (40.00)	3135G0G49	12/28/2015	11/16/2018	1.16	1.32621	1,430.14
Federal Home Loan Mortgage Corp. Note	\$ 1,500,000.00	\$ 1,498,395.00	\$ 1,495,800.00	\$ 1,503,093.00	\$ 7,293.00	3134G8LV9	3/2/2016	11/23/2018	1.00	1.04002	1,561.64
Federal Farm Credit bank	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,016,023.60	\$ 2,023,323.60	\$ 7,300.00	3133EFRQ2	12/3/2015	12/3/2018	1.30	1.30000	1,923.29
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 998,800.00	\$ 1,002,844.00	\$ 4,044.00	3134G8NB1	3/14/2016	12/14/2018	1.10	1.10014	482.19
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 998,300.00	\$ 1,002,309.00	\$ 4,009.00	3134G8MY2	3/17/2016	12/17/2018	1.08	1.08013	384.66
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,003,954.10	\$ 1,004,392.30	\$ 438.20	3130A6V79	12/28/2015	12/28/2018	1.40	1.40000	76.71
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,001,700.00	\$ 1,003,462.00	\$ 1,762.00	3134G8HN2	1/25/2016	1/25/2019	1.26	1.26000	5,419.73
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,400.00	\$ 1,001,280.00	\$ 880.00	3136G2WV5	1/29/2016	1/25/2019	1.22	1.22001	5,113.97
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,002,563.60	\$ 1,000,657.70	\$ (1,905.90)	3130A72G9	1/29/2016	1/29/2019	1.50	1.50000	6,287.67
Federal Home Loan Mortgage Corp. Note	\$ 2,945,000.00	\$ 2,945,000.00	\$ 2,945,000.00	\$ 2,953,487.49	\$ 8,487.49	3134G9EB9	5/13/2016	2/13/2019	1.20	1.20017	4,647.45
Federal Home Loan Bank Bond	\$ 2,200,000.00	\$ 2,208,580.00	\$ 2,213,119.70	\$ 2,223,054.68	\$ 9,934.98	3133824V2	3/2/2016	2/14/2019	1.25	1.11519	9,041.10
Federal Farm Credit bank	\$ 1,000,000.00	\$ 1,000,000.00	\$ 999,735.00	\$ 1,002,012.70	\$ 2,277.70	3133EFYS0	2/22/2016	2/22/2019	1.15	1.15000	4,064.38
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,230.00	\$ 1,000,410.00	\$ 180.00	3136G2ZF7	2/26/2016	2/26/2019	1.20	1.20000	4,109.59
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 998,500.00	\$ 1,000,300.00	\$ 1,800.00	3136G2ZX8	2/26/2016	2/26/2019	1.00	1.39000	3,424.66
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,002,320.00	\$ 1,003,270.00	\$ 950.00	3136G3BQ7	3/22/2016	3/22/2019	1.15	1.15000	3,150.68
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,980.00	\$ 1,000,950.00	\$ (30.00)	3136G3BR5	3/22/2016	3/22/2019	1.30	1.30000	3,561.64
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,100.00	\$ 1,001,030.00	\$ 930.00	3134G8VW6	3/31/2016	3/29/2019	1.35	1.35000	3,365.75
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,003,807.00	\$ 3,807.00	3134G9SB4	6/22/2016	3/29/2019	1.35	1.35000	295.89
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,001,448.00	\$ 1,448.00	3134G8VR7	4/26/2016	4/26/2019	1.38	1.37500	2,448.63
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,002,950.00	\$ 2,950.00	3136G3LD5	5/16/2016	5/16/2019	1.20	1.20000	1,479.45
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 998,750.00	\$ 998,750.00	\$ 1,003,665.00	\$ 4,915.00	3134G9NL7	5/31/2016	5/24/2019	1.18	1.22282	969.86
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,001,170.00	\$ 1,170.00	3136G3ML6	5/24/2016	5/24/2019	1.13	1.25000	1,140.41
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,003,135.40	\$ 3,135.40	3130A7XH3	5/25/2016	5/25/2019	1.13	1.12500	1,109.59
Federal National Mortgage Assn. Bond	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,005,980.00	\$ 5,980.00	3136G3RQ0	6/20/2016	6/20/2019	1.30	1.30000	712.33
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,001,290.00	\$ 1,290.00	3136G3RM9	6/21/2016	6/21/2019	1.40	1.40000	345.21

Sub-Total \$ 151,145,000.00 \$ 151,163,105.88 \$ 151,237,540.05 \$ 151,415,136.32 \$ 177,596.27 \$ 348,791.92

**TexPool**

**20,508,021.37**