

# Tax Increment Reinvestment Zone Board #2

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May 20, 2024  
Town Hall  
2121 Cross Timbers Road  
Flower Mound, TX 75028

5:00 p.m.

In accordance with section 551.127 of the Texas Government Code (Open Meeting Act) this meeting will be an in-person meeting with a single member of Town Council participating by video conference. The public meeting location will be Flower Mound Town Hall, 2121 Cross Timbers Rd Flower Mound, Texas. The Mayor, as presiding officer of Town Council, and a quorum of the Town Council will be physically present at this location. The location where the Mayor is physically present shall be open to the public during the open portions of the meeting.

## AGENDA

### A. CALL TO ORDER

### B. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG AND TO THE TEXAS FLAG

"Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

### C. PUBLIC COMMENT

The purpose of this item is to allow the public an opportunity to address the Board/Commission regarding any item on this agenda that is not a "Public Hearing." Issues regarding daily operational or administrative matters should first be dealt with by calling Town Hall at 972- 874-6000 during business hours. To speak to the Board/Commission during public comment, please fill out a comment form, which is located in the lobby of Town Hall.

In accordance with the Texas Open Meetings Act, the Board/Commission is restricted from discussing or acting on items not listed on the agenda.

- Speakers are limited to 3 minutes; a tone will sound at 30 seconds left and when time has expired, and times may be adjusted by the Chair depending on the number of speakers.
- Speakers must address their comments to the Board/Commission.
- Please state your name and address when speaking.

### D. CONSENT ITEM(S)

This part of the agenda consists of non-controversial, or "housekeeping" items required by law. Items may be removed from Consent by any Commissioner by making such request prior to a motion and vote.

1. Minutes - 4/15 - Consider approval of the minutes from April 15, 2024.

### E. REGULAR ITEM(S)

1. La Estancia Capital Improvement Agreement - Consider approval of a Capital Improvement Agreement for the La Estancia Development, establishing a process and providing for the reimbursement of impact fees, and TIRZ #2 revenues for qualified capital improvement costs.

### F. ADJOURN

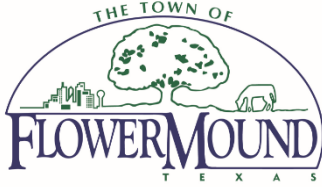
I do hereby certify that the Notice of Meeting was posted on the bulletin board at the Town Hall for the Town of Flower Mound, Texas, in a place convenient and readily accessible to the general public at all times and said Notice was also posted on the Town's website in accordance with GC Section 551.056 on the following date and time: May 17, 2024, at 2:55 p.m., at least 72 hours prior to the scheduled time of said meeting.

Theresa Scott, Town Secretary

The Flower Mound Town Hall and Jody Smith Hall are wheelchair accessible. Requests for accommodation or interpretive services must be made 48 hours prior to this meeting by contacting Town Hall at 972.874.6000. Additional time limits will be provided for members of the public that need to address the Town Council through a translator.

# Tax Increment Reinvestment Zone Board #2 Board

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April 15, 2024  
Town Hall  
2121 Cross Timbers Road  
Flower Mound, TX 75028

5:00 p.m.

## DRAFT MINUTES

### **A. CALL TO ORDER**

Chair France called the meeting to order at 6:00 p.m. with the following members present:

Derek France, Chair  
Jim Engel  
Ann Martin  
Adam Schiestel  
Brian Taylor

with the following member absent:  
Chris Drew

constituting a quorum with the following members of the Town Staff participating:

Theresa Scott, Town Secretary  
James W. Childers, Town Manager  
Tommy Dalton, Assistant Town Manager  
Mary Petty, P3 Works, Consultant

### **B. INVOCATION**

Chair France gave the invocation.

### **C. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG AND TO THE TEXAS FLAG**

"Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

Chair France led the pledges.

### **D. PUBLIC COMMENT**

The purpose of this item is to allow the public an opportunity to address the Board/Commission regarding any item on this agenda that is not a "Public Hearing." Issues regarding daily operational or administrative matters should first be dealt with by calling Town Hall at 972- 874-6000 during business hours. To speak to the Board/Commission during public comment, please fill out a comment form, which is located in the lobby of Town Hall.

In accordance with the Texas Open Meetings Act, the Board/Commission is restricted from discussing or acting on items not listed on the agenda.

- Speakers are limited to 3 minutes; a tone will sound at 30 seconds left and when time has expired, and times may be adjusted by the Chair depending on the number of speakers.
- Speakers must address their comments to the Board/Commission.
- Please state your name and address when speaking.

No one spoke.

## **E. REGULAR ITEM(S)**

1. TIRZ #2 Capital Improvement Agreement - Consider approval of a Capital Improvement Agreement for the Furst Ranch Development, establishing a process and providing for the reimbursement of impact fees, and TIRZ #2 revenues for qualified capital improvement costs.

Mr. Childers provided background information regarding the purpose of the item.

Ms. Petty outlined the Capital Improvement Agreement process, and she responded to the following questions from the board:

- what the TIRZ will pay for within the Furst Ranch Development
- legislative functions outlined in the document, such as agreement terminations

**ACTION:** Brian Taylor moved to approve D.1. as presented in the agenda caption. Jim Engel seconded the motion.  
**AYES:** Derek France, Jim Engel, Ann Martin, Brian Taylor, Adam Schiestel  
**NAYS:** None  
**ABSTAIN:** None  
**RESULT:** 5 : 0

## **F. ADJOURN**

Chair France adjourned the meeting at 5:08 p.m. and all were in favor.

**TOWN OF FLOWER MOUND, TEXAS**

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**DEREK FRANCE, MAYOR**

**ATTEST:**

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**THERESA SCOTT, TOWN SECRETARY**



**TAX INCREMENT  
REINVESTMENT ZONE BOARD  
#2  
AGENDA E.1.  
REGULAR ITEM(S)**

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**DATE:** May 20, 2024

**FROM:** Tommy Dalton, Assistant Town Manager

**ITEM:** **Consider approval of a Capital Improvement Agreement for the La Estancia Development, establishing a process and providing for the reimbursement of impact fees, and TIRZ #2 revenues for qualified capital improvement costs.**

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**BACKGROUND:** This purpose of this item is to consider approval of a Capital Improvement Agreement (CIA) for the La Estancia development. The CIA outlines the process for the reimbursement of CIP Projects from Impact Fees and TIRZ Revenues.

This is a three-party agreement between the Developer, the TIRZ #2 Board of Directors, and the Town. The Town Council will considered the same agreement at their May 20, 2024, meeting.

The process outlined in the attached agreement follows the Town standard capital reimbursement agreement whereby a developer who builds a capital project identified on the TIRZ #2 Final Project Plan is reimbursed for the cost to construct the capital improvement. At no point will the developer be reimbursed more than the actual cost of the improvement. The only projects that qualify for reimbursement are those identified as Tier 1 projects in the [TIRZ #2 Final Project and Financing Plan](#).

The developer for the La Estancia project, Green Brick, has prepared a plan for development of the property that appropriately aligns the capital projects within their plan. That alignment is provided as an exhibit to the CIA.

In general, the process outlined in the agreement is as follows:

1. The developer will submit plans to the Town for review and approval, including Town confirmation of the scope of the project and its cost.
2. Town staff will compile the project plans, scope, and cost together with the Town's standard Impact Fee Development Agreement (IFDA) to be considered by the Town Council.
3. Upon approval of the IFDA by Council, the developer may begin construction of the project.
4. Upon final inspection of the project by the Town, the Town will reimburse qualified project costs first through available impact fees, then through available TIRZ revenue. The agreement does not require the Town to appropriate funds from any other source.

**BOARD REVIEW/CITIZEN FEEDBACK:** N/A

**ALTERNATIVES:** N/A

**FISCAL IMPACT:** N/A

N/A

**LEGAL REVIEW:** Bryn Meredith, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the agreement as to form and legality.

**ATTACHMENTS:**

1. La Estancia Capital Improvement Agreement

**DRAFT MOTION:** Move to approve as presented in the agenda caption.

## LA ESTANCIA CAPITAL IMPROVEMENT AGREEMENT

This La Estancia Capital Improvement Agreement (the "Agreement") is entered into by and among the Board of Directors of Tax Increment Reinvestment Zone Number 2, Town of Flower Mound (the "Board"), the Town of Flower Mound, Texas, (the "Town") and GRBK Edgewood LLC, a Texas limited liability company (its successors and assigns, the "Developer"). The Town, the Board and Developer are collectively referred to herein as the “Parties” and each, individually, as a “Party”.

**WHEREAS**, the Developer is proposing a residential development within the Town (the "Project") on certain Property (defined herein) that is located within Reinvestment Zone Number 2, Town of Flower Mound, created pursuant to Ordinance No. 47-23 approved by the Town Council of the Town on November 6, 2023 (hereinafter, the "Zone"); and

**WHEREAS**, Developer has a plan for development of the Project on the Property and has shared such plans with the Town; and

**WHEREAS**, the development of land within the Property requires a substantial investment in public infrastructure, including water, re-use, and road improvements, as further detailed herein and as set forth and described in the Final TIRZ Plan (as defined herein); and

**WHEREAS**, the Qualified Projects (defined herein) are both (i) CIP Projects (as defined herein), and as such are eligible for reimbursement from and/or credit against Impact Fees (defined herein), and (ii) TIRZ eligible project costs eligible for reimbursement from TIRZ Revenues (defined herein) pursuant to the Final TIRZ Plan; and

**WHEREAS**, the completion of the Qualified Projects will promote state and local economic development and will stimulate business and commercial activity in the Town, Denton County and the State; and will contribute to the development and diversification of the economy of the State, and to the development and expansion of the commerce of the Town and the State; and

**WHEREAS**, the Town has determined that the Qualified Projects are subject to Impact Fee credit and/or reimbursement and to the extent not reimbursed from Impact Fees, are subject to reimbursement from TIRZ Revenues; and

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

### ARTICLE I

#### Definitions

“Architectural Standards” means:

- Masonry construction.
  - Masonry means brick, stone, stucco and, for non-residential uses only, tilt-wall.
  - Single-family uses, including SF-5 and SF-A.

- All single-family dwellings shall be at least 75% masonry construction overall, while the street-facing façade shall be 100% masonry. In addition to the exceptions provided in Section 98.1162(1) of the Town’s Code of Ordinances, the following exceptions to any masonry requirement shall also apply to the development of land within the Property: (i) walls over roof; and (ii) bay/box windows.
  - Stucco may not exceed 25% of the masonry component of a façade facing Cross Timbers or Denton Creek.
- Urban Design Guidelines. All development, other than single-family and townhome, within the MF subdistrict of the planned development district for the Property shall comply with the Town’s Urban Design Guidelines.

"Captured Appraised Value" means the new taxable value generated in addition to the Tax Increment Base on a parcel-by-parcel basis from the Property (identified on **Exhibit A**) for each year during the term of the Zone, as calculated and confirmed annually by the Denton Central Appraisal District.

"CIP Projects" are projects on the Town's Capital Improvement Plan that are eligible for credit against or reimbursement from Impact Fees under the Town’s ordinances. These projects include an obligation of the Town to provide funding via a credit or as a reimbursement to the Developer. CIP Projects are not neighborhood specific costs for which the Town does not provide a reimbursement to other developers.

"Developer" has the meaning ascribed to that term in the first paragraph.

"Final TIRZ Plan" means the Reinvestment Zone Number Two, Town of Flower Mound, Texas, Final Project and Finance Plan, dated March 18, 2024, approved by the Board on March 18, 2024, and approved by the Town Council on March 18, 2024.

"Impact Fees" are all impact fees imposed by the Town in accordance with Chapter 395, Texas Local Government Code, as amended.

“Impact Fee Development Agreement” or “IFDA” means an agreement entered into by the Town and a developer pursuant to which a developer may construct one or more Qualified Projects and receive Impact Fee credit or reimbursement pursuant to the Town’s process.

"Property" means that certain approximately 236.6 acres of real property more particularly described on **Exhibit A** attached hereto and incorporated herein for all purposes.

"Qualified Projects" means those certain improvements described on **Exhibit B** attached hereto and shown on **Exhibit C** attached hereto, or any other projects identified in the Town’s Master Plan which are eligible for Impact Fee credit or reimbursement.

"Qualified Project Costs" means the actual costs of design, installation and construction of the Qualified Projects, including all items listed in Section 395.012, Chapter 395, Texas Local Government Code, excluding those items listed in Section 395.012(a)(3).

"Tax Increment Base" means total appraised value of taxable real property in the Zone at the time of creation of the Zone, as calculated and certified by the Denton Central Appraisal District.

"TIRZ Revenues" means the revenues collected from the Town Tax Increment and County Tax Increment attributable to the Property. For the avoidance of doubt, the Town Tax Increment shall only be collected for TIRZ Revenues from the Property as set forth in **Exhibit A**.

"Town Tax Increment" means, for any given year during the Term of this Agreement, beginning with the 2024 tax year, the portion of the Town's ad valorem tax increment equal to fifty percent (50%) of the ad valorem real property taxes collected and received by the Town on the Captured Appraised Value of the Zone.

## ARTICLE II

### Qualified Projects; Credit and Reimbursement

The Developer may construct one or more of the Qualified Projects. The Qualified Projects may be constructed and accepted at one time or in phases. For each Qualified Project that is constructed, upon acceptance by the Town of such Qualified Project(s), Developer shall be entitled to receive reimbursement of Qualified Project Costs through (1) credit against and/or reimbursement of Impact Fees collected from the Property pursuant to and in compliance with the terms of an IFDA or as otherwise allowed or required in accordance with applicable law; and (2) reimbursement from TIRZ Revenues (collectively, the "Reimbursement") pursuant to and in compliance with the terms of this Agreement. The process for credit and/or reimbursement of Impact Fees and reimbursement of TIRZ Revenues is detailed in Article III herein, and the process for credit and/or reimbursement of Impact Fees may be further detailed in an IFDA, as applicable. Upon acceptance of each Qualified Project, which may occur in phases and shall not be unreasonably withheld, the Town will own the Qualified Project(s) and shall be responsible for maintenance and operation of the Qualified Project(s), subject to any maintenance bond. The Town and the Board agree and confirm that each of the Qualified Projects are (i) CIP Projects and eligible for Impact Fee credit and/or reimbursement; and (ii) eligible for reimbursement from TIRZ Revenues pursuant to this Agreement, the Final TIRZ Plan and Chapter 311 of the Tax Code. The Town's confirmation in (i) herein shall survive the termination of the Zone or a termination of this Agreement due to a default by the Town beyond any applicable notice and cure period.

## ARTICLE III

### Process for Reimbursement

The Town and the Board agree that the process for the reimbursement of Qualified Project Costs for the Qualified Projects from Impact Fees and TIRZ Revenues is set forth in the steps below:

1. In order to receive Reimbursement, the Developer shall submit plans for the Qualified Projects to the Town's Engineering Department on a project-by-project basis utilizing the Town's Impact Fee Development Agreement ("IFDA") process when Developer is ready to begin construction of one or more of the Qualified Projects. This process will also

include Town staff confirmation of project scope and costs as agreeable/accurate for each Qualified Project. The Town will follow its normal impact fee process for each Qualified Project and this will be memorialized in an IFDA for each Qualified Project. An IFDA may contain one Qualified Project or multiple Qualified Projects (e.g., if more than one Qualified Project is submitted for review at the same time by the Developer). Notwithstanding the foregoing, (i) the Parties agree that the scope of the Qualified Projects set forth on **Exhibit B** and **Exhibit C** herein is agreeable/accurate; and (ii) regardless of whether an IFDA is approved by the Town, all Qualified Projects that are CIP Projects shall still be eligible for and receive reimbursement from TIRZ Revenues pursuant to this Agreement.

2. Once a Qualified Project or a portion thereof is inspected and accepted by the Town as complete in accordance with the approved construction drawings, the Developer will submit receipts, payment affidavits and invoices for Qualified Project Costs for such Qualified Project(s) to Town staff and Town staff will then remit the total Qualified Project Costs for such Qualified Project (which may be further detailed in an IFDA identified in Step 1) to the Town's finance department, which will be booked as an obligation against the Property's Impact Fees and TIRZ Revenue collected. If credits or reimbursement of Impact Fees are insufficient to repay the Developer for the full amount of Qualified Project Costs for a Qualified Project, then the Developer will be reimbursed from TIRZ Revenues.
3. Impact Fees from the Property, including any portion thereof, will be collected by the Town at issuance of building permits on the Property and deposited into a separately identifiable account.
4. TIRZ Revenues will be collected annually and deposited into a separately identifiable account.
5. On a quarterly basis, and until all IFDA obligations are paid in full, Impact Fees collected from the Property will be accounted for by the Town and offset against the outstanding total of Qualified Project Costs reflected in all IFDAs, and then remitted to the Developer for all Qualified Project(s), net of any credit received for future Impact Fees.
  - a. By way of example, the first Qualified Project with an approved IFDA would be referred to as Project A and the second Qualified Project with an approved IFDA would be referred to as Project B. Any excess Impact Fees or TIRZ Revenue collected after Project A is paid in full, would then flow to Project B and then to the next IFDA project.
6. Annually and generally in April of each year, the Town's finance department will calculate the total TIRZ Revenue collected (i.e., for ONLY properties located within the Property boundaries), and will use those funds as an offset to the principal balance for any Qualified Projects that have been accepted by the Town. TIRZ Revenues will be remitted to Developer annually ("TIRZ Credit") by August 1<sup>st</sup> of each year this Agreement is in effect until the expiration of the Term (as defined in Article V, Section 7 herein).

- a. By way of example, Project A is used herein as the first Qualified Project that is completed and accepted. If a balance remains on the Project A IFDA, then the next quarter, Impact Fees collected will continue to be remitted to Developer for Project A until the Project A obligation is retired. This is repeated until all Project A IFDA principal amounts have been reimbursed to the Developer for Project A.
- b. By way of second example, Project A is the first Qualified Project that is completed and has been accepted by the Town. An IFDA has been approved for Project A, but no Impact Fees have been collected yet. Developer will receive Impact Fee credit for the Qualified Project in the amount set forth in the IFDA and, to the extent the Impact Fee credit is insufficient to fully reimburse Developer for Qualified Project Costs, will also receive the TIRZ Credit for any Qualified Project Costs by August 1st of that year. If a balance remains for Qualified Project Costs for Project A, TIRZ Revenues collected will be remitted to Developer for Project A until the Project A obligation is retired. Additionally, after Impact Fees are collected, if any Qualified Project Costs for Project A remain unpaid (or have not been credited), Developer will also receive reimbursement of Impact Fees collected until the Project A obligation is retired.
- c. TIRZ Credits are obligated to a Qualified Project based on the date of the Town's acceptance of the Qualified Project, irrespective of project type, i.e. water, sewer, roads, re-use.
- d. Developer of each Town accepted Qualified Project will receive credit against or reimbursement from the Impact Fees, and the TIRZ Credit. Two developers cannot receive reimbursements for the same CIP Project (but if more than one developer builds portions of a single CIP Project each will be proportionally reimbursed for the segment they build).
- e. If the Town elects to complete a CIP Project ("Town Initiated CIP Project"), then the Town will be eligible to receive reimbursement from the TIRZ Revenues in the order prescribed below:
  - i. The Town's completion of the Town Initiated CIP Project, in the same manner as a developer completion, will establish the same obligation in the Town's finance department to direct funding of TIRZ Revenues in the order of priority of first-in/first-out.
  - ii. At no time will another developer/project or Town/project "jump" previously accepted and completed Qualified Project or portion thereof. ***For Example: If developer "A" completes a CIP Project on Year 1, developer "B" completes a CIP Project on Year 2, and the Town completes a CIP Project on Year 3. developer "A" gets reimbursed first, then developer "B" of year 2, then the Town.***

#### ARTICLE IV

##### Architectural Standards

The Property shall be developed in accordance with the Architectural Standards. Any future development or modifications to structures within the Property shall be in conformance with and shall adhere to the Architectural Standards. The Parties agree that the Property will be developed as an area of architectural significance, as contemplated by Chapter 3000 of the Texas Government Code (“Code”), and the Town hereby designates the Property as such. Also, the covenant to develop and modify structures within the Property in accordance with the Architectural Standards is with the irrevocable voluntary consent of the owner of the Property, in accordance with Section 3000.002(d) of the Code, and the Developer acknowledges and agrees that the Town’s covenants and obligations detailed within this Agreement constitutes adequate consideration for such voluntary consent. The Parties agree that the covenant to develop in accordance with the Architectural Standards shall constitute a covenant running with the land, shall be binding on Developer’s successors and assigns, and shall survive termination or expiration of the Agreement, except in the event of a termination due to the Town’s default beyond any applicable notice and cure period.

## ARTICLE V

### General Terms; Miscellaneous Items

1. Projects that are not included in this Agreement for purposes of TIRZ Credit or Impact Fee reimbursement:
  - a. Funding of TIRZ Tier 2 projects described in the Final TIRZ Plan – those are non-impact fee eligible projects. By way of clarification, none of the Qualified Projects are TIRZ Tier 2 projects.
  - b. The proposed water reuse plant.
2. Legislative Functions. Nothing in this Agreement is intended to usurp or otherwise limit future legislative action of the Town Council, including, but not limited to, whether to terminate or extend the life of the Zone. In addition, nothing in this Agreement obligates the Town Council to appropriate funds from any other source to fund the infrastructure costs contemplated herein.
3. Notices. Any notices required or permitted to be given hereunder shall be given by certified or registered mail, return receipt requested; via hand-delivery service that provides a return receipt showing the date of actual delivery of the same to the addressee, or a courier service that provides a return receipt showing the date of actual delivery of the same to the addressee. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee set forth below, or to such other address as either Party hereto shall notify the other Parties:

If to the Town:           The Town of Flower Mound, Texas  
                                  2121 Cross Timbers Road  
                                  Flower Mound, Texas 75028  
                                  Attn: Town Manager’s Office

If to the Board: The Town of Flower Mound, Texas  
2121 Cross Timbers Road  
Flower Mound, Texas 75028  
Attn: Town Manager's Office

If to Developer: GRBK Edgewood LLC  
5501 Headquarters Drive, Suite 300W  
Plano, Texas 75024  
Attn: Bobby Samuel, Vice President

With copy to: Winstead PC  
2728 N. Harwood St., Suite 500  
Dallas, Texas 75201  
Attn: Laura Hoffmann

4. Default. No Party shall be in default of provisions under this Agreement until written notice of the alleged failure of such Party to perform has been given as provided herein (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given ten (10) days after the written notice in the case of the default of a payment obligation, and in all other cases a reasonable time, to cure the alleged failure (such reasonable time determined based upon the nature of the alleged failure, but in no event less than thirty (30) calendar days after written notice of the alleged failure has been given). Upon the occurrence of an uncured a default by either Party beyond the applicable notice and cure period, this Agreement may be terminated by the non-defaulting Party by providing written notice of termination to the defaulting Party, which shall be effective when notice is delivered in accordance with the provisions detailed in paragraph 3 of this Article V, and the non-defaulting Party shall be entitled to all remedies available at law or in equity.
  
5. Statutory Verifications. The Developer makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.
  - a. Not a Sanctioned Company. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its

federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

- b. *No Boycott of Israel.* The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.
  - c. *No Discrimination Against Firearm Entities.* The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.
  - d. *No Boycott of Energy Companies.* The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.
6. FORM 1295. Submitted herewith is a completed Form 1295 generated by the Texas Ethics Commission’s (the “TEC”) electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the “Form 1295”). The Town agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30<sup>th</sup> day after receipt of such form. The Parties understand and agree that, with the exception of information identifying the Town and the contract identification number, neither the Town nor its consultant are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Developer; and, neither the Town nor its consultant are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Developer; and, neither the Town nor its consultants have verified such information.
  7. Term. The Agreement shall be in effect from the Effective Date until the earlier of (i) the Developer has been reimbursed for all Qualified Project Costs (from either Impact Fees or TIRZ Revenues, or a combination thereof) for accepted Qualified Projects pursuant to the terms hereof and/or an IFDA, as applicable, (ii) expiration or termination of the Zone, or (iii) termination of this Agreement in accordance with the terms hereof (the “Term”).
  8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

9. Amendments; Assignment. This Agreement shall become a binding obligation on the Parties upon execution by all signatories hereto. This Agreement shall only be amended or terminated by a written instrument executed by all Parties hereto. Each Party warrants and represents that the individual executing this Agreement on behalf of such Party has full authority to execute this Agreement and bind such Party to the same. Developer may assign this Agreement, in whole or in part, and all or part of Developer's right, title, and interest under this Agreement (i) to any affiliate of the Developer and/or (ii) any person or entity that is or will become an owner of any portion of the Property without the prior consent of the Town, but upon written notice to the Town. Except as provided in the preceding sentence, Developer may not assign this Agreement without the Town's prior written consent. Following an assignment of the Agreement in accordance with this section, such assignee shall be considered a "Party" for the purposes of this Agreement. The Town shall not assign this Agreement; provided, however, that the Town shall not make any representations or warranties with respect to any such assignment.
10. Applicable Laws and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall lie in Denton County, Texas.
11. Entire Agreement. This Agreement contains the entire agreement between the Parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Party.
12. Severability. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.
13. No Third-Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third-party beneficiaries by entering into this Agreement.

*[Signatures appear on the following page(s).]*

Approved and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024 (the "Effective Date").

ATTEST:

**TOWN OF FLOWER MOUND, TEXAS**

\_\_\_\_\_  
Theresa Scott,  
Town Secretary

By: \_\_\_\_\_  
Name: Cheryl Moore  
Title: Mayor  
Date: \_\_\_\_\_

**STATE OF TEXAS       §**  
                                  **§**  
**COUNTY OF DENTON   §**

This instrument was acknowledged before me on this the \_\_\_ day of \_\_\_\_\_, 2024 by Cheryl Moore, Mayor of the Town of Flower Mound, Texas, on behalf of the Town of Flower Mound, Texas.

\_\_\_\_\_  
Notary Public, State of Texas

**GRBK Edgewood LLC,**  
a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**STATE OF TEXAS       §**  
                                  **§**  
**COUNTY OF DENTON   §**

This instrument was acknowledged before me on this the \_\_\_ day of \_\_\_\_\_, 2024 by \_\_\_\_\_, the \_\_\_\_\_ of GRBK Edgewood LLC, a Texas limited liability company on behalf of said entity.

\_\_\_\_\_  
Notary Public, State of Texas

TAX INCREMENT REINVESTMENT  
ZONE NUMBER 2, TOWN OF FLOWER  
MOUND

By: \_\_\_\_\_  
Name: Cheryl Moore  
Title: Chairman of the Board  
Date: \_\_\_\_\_

STATE OF TEXAS           §  
  §  
COUNTY OF DENTON   §

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2024 by Cheryl Moore, Chairman of the Board of Tax Increment Reinvestment Zone Number 2, Town of Flower Mound Texas, on behalf of the Board.

\_\_\_\_\_  
Notary Public, State of Texas

Exhibit A

PROPERTY

Townhome Tract

**LEGAL DESCRIPTION**

**BEING** a tract of land situated in the Joel Wilburn Survey, Abstract No. 1416, BBB&C RR CO Survey, Abstract No. 154, and MEP&P RR CO. Survey, Abstract No. 922, Town of Flower Mound, Denton County, Texas and being a portion of a tract of land described in Special Warranty Deed to La Estancia Investments, LP, recorded in Instrument No. 2008-137045, Official Public Records, Denton County, Texas, and being more particularly described as follows:

**BEGINNING** at a point for the northeast corner of said La Estancia Investments, LP tract and the southeast corner of Lot 1, Block A, Canyon Falls Fire Station 6, an addition to the Town of Flower Mound, recorded in Instrument No. 2015-53 of said Official Public Records, in the west right-of-way line of Union Pacific Railroad (a 100-foot right-of-way);

**THENCE** with said west right-of-way line of Union Pacific Railroad, South 21°18'25" West, a distance of 3,179.64 feet to a point for corner;

**THENCE** departing said west right-of-way line of Union Pacific Railroad, over and across said La Estancia Investments, LP tract, the following courses and distances:

North 68°41'35" West, a distance of 690.69 feet to a point for corner;

North 16°08'14" East, a distance of 300.22 feet to a point at the beginning of a non-tangent curve to the left with a radius of 1,725.00 feet, a central angle of 06°41'49", and a chord bearing and distance of North 13°02'57" West, 201.51 feet;

In a northwesterly direction, with said non-tangent curve to the left, an arc distance of 201.63 feet to a point for corner;

North 16°23'52" West, a distance of 418.72 feet to a point at the beginning of a tangent curve to the right with a radius of 975.00 feet, a central angle of 02°47'08", and a chord bearing and distance of North 15°00'18" West, 47.39 feet;

In a northwesterly direction, with said tangent curve to the right, an arc distance of 47.40 feet to a point for corner;

North 12°15'23" East, a distance of 43.84 feet to a point at the beginning of a non-tangent curve to the right with a radius of 640.00 feet, a central angle of 03°45'53", and a chord bearing and distance of North 75°51'41" West, 42.04 feet;

In a westerly direction, with said non-tangent curve to the right, an arc distance of 42.05 feet to a point for corner;

North 73°58'44" West, a distance of 146.86 feet to a point at the beginning of a tangent curve to the left with a radius of 640.00 feet, a central angle of 20°48'47", and a chord bearing and distance of North 84°23'08" West, 231.21 feet;

In a westerly direction, with said tangent curve to the left, an arc distance of 232.48 feet to a point for corner;

South 85°12'29" West, a distance of 144.94 feet to a point at the beginning of a non-tangent curve to the right with a radius of 1,500.00 feet, a central angle of 00°15'20", and a chord bearing and distance of North 04°39'51" West, 6.69 feet;

In a northerly direction, with said non-tangent curve to the right, an arc distance of 6.69 feet to a point for corner;

North 04°32'11" West, a distance M of 1,255.62 feet to a point for corner;

South 48°37'42" East, a distance of 1,693.33 feet to a point at the beginning of a non-tangent curve to the left with a radius of 640.00 feet, a central angle of 26°31'54", and a chord bearing and distance of North 28°20'12" East, 293.72 feet;

In a northeasterly direction, with said non-tangent curve to the left, an arc distance of 296.36 feet to a point for corner;

North 15°04'15" East, a distance of 280.52 feet to a point at the beginning of a tangent curve to the right with a radius of 640.00 feet, a central angle of 49°40'43", and a chord bearing and distance of North 39°54'37" East, 537.70 feet;

In a northeasterly direction, with said tangent curve to the right, an arc distance of 554.92 feet to a point for corner;

North 64°44'58" East, a distance of 167.49 feet to a point at the beginning of a tangent curve to the left with a radius of 845.00 feet, a central angle of 48°09'05", and a chord bearing and distance of North 40°40'26" East, 689.42 feet;

In a northerly direction, with said tangent curve to the left, an arc distance of 710.14 feet to a point for corner in the north line of said La Estancia Investments, LP tract;

**THENCE** with said north line of the La Estancia Investments, LP tract, South 89°49'48" East, a distance of 109.50 feet to the **POINT OF BEGINNING** and containing 2,699,683 square feet or 61.9762 acres of land.

Single Family Detached  
**LEGAL DESCRIPTION**

**BEING** a tract of land situated in the Joel Wilburn Survey, Abstract No. 1416, MEP&P RR CO. Survey, Abstract No. 922, and BBB&C RR CO Survey, Abstract No. 154, Town of Flower Mound, Denton County, Texas and being a portion of a tract of land described in Special Warranty Deed to La Estancia Investments, LP, recorded in Instrument No. 2008-137045, Official Public Records, Denton County, Texas, and being more particularly described as follows:

**BEGINNING** at a point for the southwest corner of Lot 1X, Block SS, Canyon Falls – Retail, an addition to the Town of Flower Mound, recorded in Instrument No. 2019-107 of said Official Public Records and the northwest corner of said La Estancia Investments, LP tract;

**THENCE** with the north lines of said La Estancia Investments, LP tract, the following courses and distances:

North 89°46'08" East, a distance of 2,475.60 feet to a point for corner;  
North 00°24'52" West, a distance of 312.00 feet to a point for corner;  
South 89°49'48" East, a distance of 1,513.76 feet to a point at the beginning of a non-tangent curve to the right with a radius of 845.00 feet, a central angle of 48°09'05", and a chord bearing and distance of South 40°40'26" West, 689.42 feet;

**THENCE** departing said north line of the La Estancia Investments, LP tract, over and across said La Estancia Investments, LP tract, the following courses and distances:

In a southwesterly direction, with said non-tangent curve to the right, an arc distance of 710.14 feet to a point for corner;  
South 64°44'58" West, a distance of 167.49 feet to a point at the beginning of a tangent curve to the left with a radius of 640.00 feet, a central angle of 49°40'43", and a chord bearing and distance of South 39°54'37" West, 537.70 feet;  
In a southwesterly direction, with said tangent curve to the left, an arc distance of 554.92 feet to a point for corner;  
South 15°04'15" West, a distance of 280.52 feet to a point at the beginning of a tangent curve to the right with a radius of 640.00 feet, a central angle of 26°31'54", and a chord bearing and distance of South 28°20'12" West, 293.72 feet;  
In a southwesterly direction, with said tangent curve to the right, an arc distance of 296.36 feet to a point for corner;  
North 48°37'42" West, a distance of 1,693.33 feet to a point for corner;  
South 04°32'11" East, a distance of 1,255.62 feet to a point at the beginning of a tangent curve to the left with a radius of 1,500.00 feet, a central angle of 00°15'20", and a chord bearing and distance of South 04°39'51" East, 6.69 feet;  
In a southerly direction, with said tangent curve to the left, an arc distance of 6.69 feet to a point at the beginning of a compound curve to the left with a radius of 1,500.00 feet, a central angle of 11°36'21", and a chord bearing and distance of South 10°35'42" East, 303.32 feet;

In a southerly direction, with said compound curve to the left, an arc distance of 303.84 feet to a point for corner;

South 16°23'52" East, a distance of 418.72 feet to a point at the beginning of a tangent curve to the right with a radius of 1,200.00 feet, a central angle of 16°19'01", and a chord bearing and distance of South 08°14'21" East, 340.59 feet;

In a southerly direction, with said tangent curve to the right, an arc distance of 341.74 feet to a point at the beginning of a compound curve to the right with a radius of 1,200.00 feet, a central angle of 19°00'11", and a chord bearing and distance of South 09°25'15" West, 396.18 feet;

In a southerly direction, with said compound curve to the right, an arc distance of 398.00 feet to a point for corner;

South 18°55'20" West, a distance of 660.83 feet to a point for corner in the south line of said La Estancia Investments, LP tract and the north right-of-way line of Cross Timbers Road (a variable width right-of-way);

**THENCE** with said north right-of-way line of Cross Timbers Road, the following courses and distances:

North 66°45'26" West, a distance of 105.05 feet to a point for corner;

North 71°03'21" West, a distance of 296.07 feet to a point for corner;

North 41°11'48" West, a distance of 65.31 feet to a point for corner;

North 71°20'28" West, a distance of 100.00 feet to a point for corner;

South 78°30'52" West, a distance of 33.60 feet to a point for corner;

North 71°03'21" West, a distance of 215.89 feet to a point for corner;

North 62°00'53" West, a distance of 217.81 feet to a point for corner;

North 67°46'02" West, a distance of 85.52 feet to a point for corner;

North 81°06'16" West, a distance of 414.25 feet to a point for corner;

North 72°23'07" West, a distance of 169.33 feet to a point for the southwest corner of said La Estancia Investments, LP tract;

**THENCE** departing said north right-of-way line of Cross Timbers Road, with the west line of said La Estancia Investments, LP tract, North 00°09'38" West, a distance of 2,878.74 feet to the **POINT OF BEGINNING** and containing 7,067,009 square feet or 162.2362 acres of land.

Multifamily Tract

**LEGAL DESCRIPTION**

**BEING** a tract of land situated in the MEP&P RR CO. Survey, Abstract No. 922, Town of Flower Mound, Denton County, Texas and being a portion of a tract of land described in Special Warranty Deed to La Estancia Investments, LP, recorded in Instrument No. 2008-137045, Official Public Records, Denton County, Texas, and being more particularly described as follows:

**COMMENCING** at a point for the southeast corner of said La Estancia Investments, LP tract, and being at the intersection of the northwest right-of-way line of Union Pacific Railroad (a 100-foot right-of-way) and the north right-of-way line of Cross Timbers Road (a variable width right-of-way);

**THENCE** with the southeast line of La Estancia Investment, LP tract and said northwest right-of-way line of Union Pacific Railroad, North  $21^{\circ}18'25''$  East, a distance of 1,175.54 feet to a point for corner;

**THENCE** departing said northwest right-of-way line of Union Pacific Railroad, over and across said southeast line of La Estancia Investment, LP tract, the following courses and distances:

North  $68^{\circ}41'35''$  West, a distance of 690.69 feet to the **POINT OF BEGINNING**

South  $89^{\circ}55'09''$  West, a distance of 416.89 feet to a point at the beginning of a non-tangent curve to the left with a radius of 1,200.00 feet, a central angle of  $16^{\circ}19'01''$ , and a chord bearing and distance of North  $08^{\circ}14'21''$  West, 340.59 feet;

In a northwesterly direction, with said non-tangent curve to the left, an arc distance of 341.74 feet to a point for corner;

North  $16^{\circ}23'52''$  West, a distance of 418.72 feet to a point at the beginning of a tangent curve to the right with a radius of 1,500.00 feet, a central angle of  $11^{\circ}36'21''$ , and a chord bearing and distance of North  $10^{\circ}35'42''$  West, 303.32 feet;

In a northerly direction, with said tangent curve to the right, an arc distance of 303.84 feet to a point for corner;

North  $85^{\circ}12'29''$  East, a distance of 144.94 feet to a point at the beginning of a tangent curve to the right with a radius of 640.00 feet, a central angle of  $20^{\circ}48'47''$ , and a chord bearing and distance of South  $84^{\circ}23'08''$  East, 231.21 feet;

In an easterly direction, with said tangent curve to the right, an arc distance of 232.48 feet to a point for corner;

South  $73^{\circ}58'44''$  East, a distance of 146.86 feet to a point at the beginning of a tangent curve to the left with a radius of 640.00 feet, a central angle of  $03^{\circ}45'53''$ , and a chord bearing and distance of South  $75^{\circ}51'41''$  East, 42.04 feet;

In an easterly direction, with said tangent curve to the left, an arc distance of 42.05 feet to a point for corner;

South  $12^{\circ}15'23''$  West, a distance of 43.84 feet to a point at the beginning of a non-tangent curve to the left with a radius of 975.00 feet, a central angle of  $02^{\circ}47'08''$ , and a chord bearing and distance of South  $15^{\circ}00'18''$  East, 47.39 feet;

In a southerly direction, with said non-tangent curve to the left, an arc distance of 47.40 feet to a point for corner;

South 16°23'52" East, a distance of 418.72 feet to a point at the beginning of a tangent curve to the right with a radius of 1,725.00 feet, a central angle of 06°41'49", and a chord bearing and distance of South 13°02'57" East, 201.51 feet;  
In a southerly direction, with said tangent curve to the right, an arc distance of 201.63 feet to a point for corner;  
South 16°08'14" West, a distance of 300.22 feet to the **POINT OF BEGINNING** and containing 539,684 square feet or 12.3895 acres of land.



## Exhibit B

### Description of the Qualified Projects

#### CIP WATER PROJECT DESCRIPTIONS

- PROJECT 27 - DENTON CREEK BLVD 12" WATER LINE: APPROXIMATELY 3,500 LF OF 12" WATER LINE PROPOSED ALONG FUTURE DENTON CREEK BLVD. THIS LINE WILL EXTEND FROM FM 1171 NORTH TO THE NORTHERN PROPERTY LINE.
- PROJECT 29 - HIGHWAY 377/UPRR WATER LINES PHASE II: APPROXIMATELY 4,400 LF OF 24" WATER LINE PROPOSED ALONG THE UNION PACIFIC RAILROAD CONNECTING TO THE EXISTING WATER LINE AT THE END OF EXISTING STONECREST DRIVE AND EXTENDING SOUTH TO FM 1171.
- PROJECT 32 - WEST SIDE WATER LINE (WEST): APPROXIMATELY 3,200 LF OF 12" WATER LINE PROPOSED ALONG FUTURE STONECREST DRIVE CONNECTING TO THE EXISTING WATER LINE AT THE END OF EXISTING STONECREST DRIVE AND EXTENDING SOUTHWEST TO THE FUTURE DENTON CREEK BLVD 12" WATER LINE. THIS PROJECT ALSO INCLUDES APPROXIMATELY 2,700 LF OF 12" WATER LINE PROPOSED ALONG FM 1171 CONNECTING TO THE EXISTING WATER LINE AT THE SOUTHWEST PROPERTY CORNER AND EXTENDING EAST TO THE SOUTHEAST PROPERTY CORNER.

#### CIP REUSE WATER PROJECT DESCRIPTIONS

- PROJECT 53 - DENTON CREEK BLVD SOUTH REUSE LINE: APPROXIMATELY 3,800 LF OF 12" REUSE WATER LINE, INCLUDING A BORE ACROSS FM 1171 PROPOSED ALONG FUTURE DENTON CREEK BLVD. THIS LINE WILL EXTEND FROM THE CONNECTION POINT ON THE SOUTH SIDE OF FM 1171 NORTH TO THE NORTHERN PROPERTY LINE.
- PROJECT 58 - REUSE CENTRAL CONNECTOR: APPROXIMATELY 3,200 LF OF 8" REUSEWATER LINE PROPOSED ALONG FUTURE STONECREST DRIVE STARTING FROM THE CONNECTION TO THE FUTURE DENTON CREEK BLVD SOUTH REUSE LINE AND EXTENDING NORTHEAST TO THE NORTHEAST PROPERTY CORNER.

#### CIP ROADWAY PROJECT DESCRIPTIONS

- PROJECT C-6 - DENTON CREEK BLVD: APPROXIMATELY 3,500 LF OF AN URBAN MINOR ARTERIAL WITH BIKE LANES EXTENDING FROM THE FM 1171 TO THE NORTHERN PROPERTY LINE AND CONNECTING TO THE EXISTING END OF DENTON CREEK BLVD.
- PROJECT C-7 & C-8 - STONECREST DRIVE: APPROXIMATELY 3,200 LF OF AN URBAN COLLECTOR EXTENDING FROM FUTURE DENTON CREEK BLVD NORTHEAST TO THE NORTHEAST PROPERTY CORNER AND CONNECTING TO THE EXISTING END OF STONECREST DRIVE.
- PROJECT S-16 - FM 1171 & DENTON CREEK BLVD INTERSECTION SIGNAL.

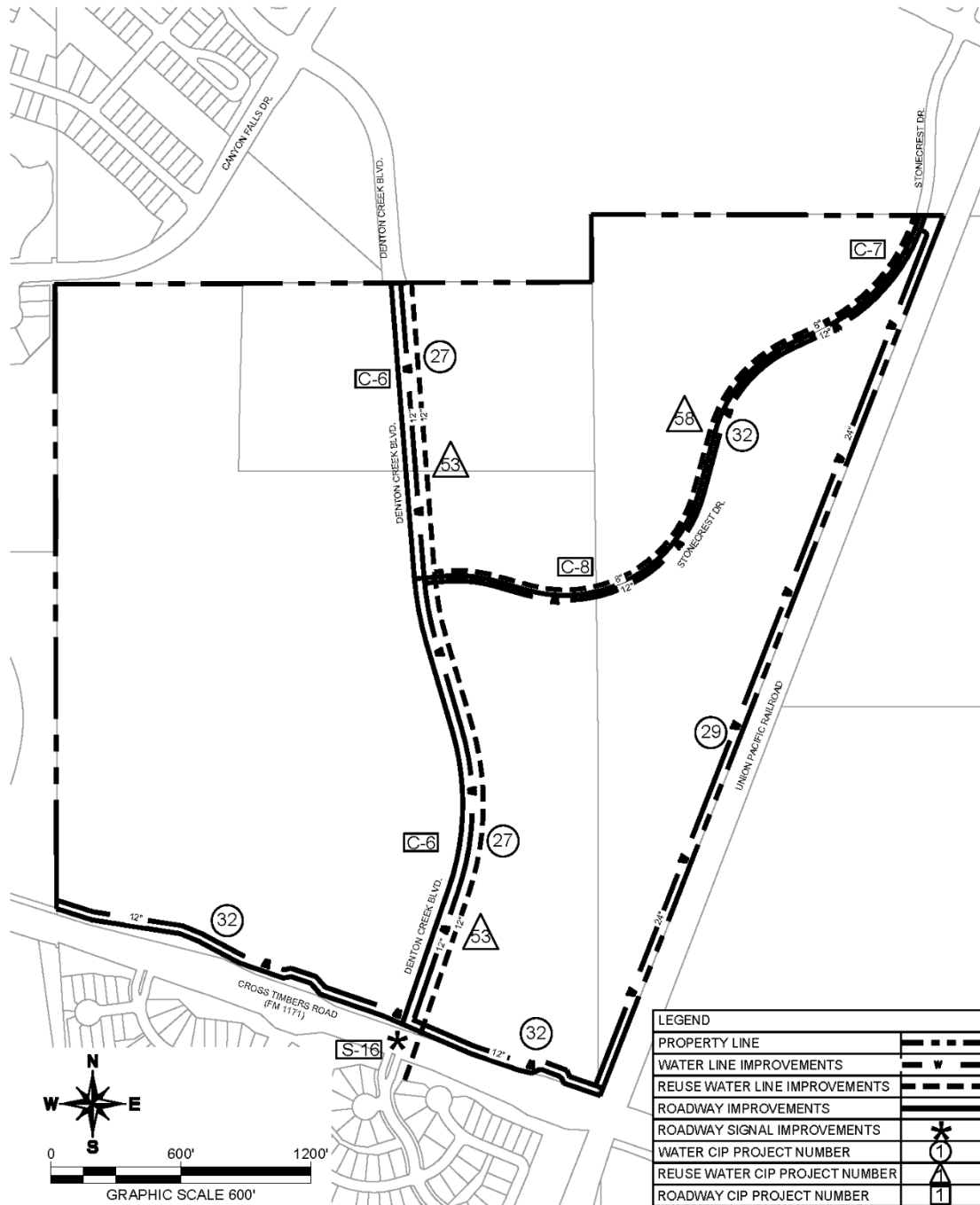
### La Estancia - Qualified Projects

Flower Mound, Texas  
May 2024

**Kimley»Horn**  
13455 Noel Road, Two Galleria Office Tower  
Suite 700  
Dallas, Texas 75240  
972-770-1300  
State of Texas Registration No. F-928

# Exhibit C

## Map Depicting the Location of the Qualified Projects



### La Estancia - Qualified Projects

Flower Mound, Texas  
May 2024

**Kimley»Horn**  
13455 Noel Road, Two Galleria Office Tower  
Suite 700  
Dallas, Texas 75240  
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State of Texas Registration No. F-928