

AMENDED AND RESTATED
VIRIDIAN PROJECT FINANCE PLAN AND DEVELOPMENT AGREEMENT

among

THE CITY OF ARLINGTON, TEXAS,

and

VIRIDIAN HOLDINGS, LP

and

THE BOARD OF DIRECTORS OF TAX INCREMENT REINVESTMENT
ZONE NUMBER SIX, ARLINGTON, TEXAS,

and

THE VIRIDIAN MUNICIPAL MANAGEMENT DISTRICT

June 1, 2017

AMENDED AND RESTATED
VIRIDIAN PROJECT FINANCE PLAN AND DEVELOPMENT AGREEMENT

This AMENDED AND RESTATED VIRIDIAN PROJECT FINANCE PLAN AND DEVELOPMENT AGREEMENT (this “Agreement”) is entered into between the CITY OF ARLINGTON, TEXAS (the “City”), VIRIDIAN HOLDINGS, LP (the “Owner”), the Board of Directors of Tax Increment Reinvestment Zone Number Six, Arlington, Texas, (the “TIRZ”), and the VIRIDIAN MUNICIPAL MANAGEMENT DISTRICT (the “District”) to be effective June 1, 2017 (the “Effective Date”). The City, the Owner, the TIRZ, and the District are sometimes individually referred to as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, all terms with initial capital letters that are not defined in the text of this Agreement shall have the meanings given to them in Section 2 of this Agreement;

WHEREAS, the City is a duly incorporated home-rule municipality of the State of Texas;

WHEREAS, the Owner is a Delaware limited partnership;

WHEREAS, the Owner is the owner of certain portions of real property located in the corporate limits of the City, and commonly known as the Viridian development (the “Property”);

WHEREAS, the District is a special law district of the State of Texas created under Section 59, Article XVI, Texas Constitution pursuant to the District Act, whose powers and duties include, among others, those of a municipal management district operating under Chapter 375, Texas Local Government Code;

WHEREAS, the District includes multiple tracts located within the corporate limits of the City and wholly within the County as described by metes and bounds on Exhibit D, (the “District Land”);

WHEREAS, pursuant to Section 3861.006(a)(1) of the District Act, all or any part of the District Land may be included in a tax increment reinvestment zone created by the City under the TIRZ Act;

WHEREAS, the City created the TIRZ by Ordinance Number 07-090 adopted by the City Council on December 18, 2007, under the TIRZ Act;

WHEREAS, the City extended the term of the TIRZ to December 31, 2041, by Ordinance Number 17-105 adopted by the City Council on May 9, 2017 under the TIRZ Act;

WHEREAS, the TIRZ includes approximately 2,404 acres of land, including portions of the District Land, as described in Ordinance Number 07-090 (the “TIRZ Land”);

WHEREAS, the District Land, because of its size and location, holds great potential for an upscale, high-quality, mixed-use residential and commercial development commonly known

as “Viridian,” including extensive restoration and preservation of high functioning ecosystems, open space, and wetlands;

WHEREAS, development of the District Land presents enormous physical and financial challenges due to the inadequacy of public infrastructure, previous mining operations, aborted development activities, and the fact that a majority of the District Land lies within the FEMA 100-year floodplain;

WHEREAS, development of the District Land will require the marketing, planning, engineering, design, acquisition, construction, improvement, operation, and maintenance of public improvements and public amenities located within and outside the District including, but not limited to: potable and non-potable water distribution systems; wastewater collection systems; drainage and stormwater management systems; roads and streets (inside and outside the District and including associated traffic control and safety improvements); sidewalks; off-street parking; landscaping; highway right-of-way and transit corridor beautification and improvements; lighting, banners, and signs; hiking and cycling paths and trails; pedestrian walkways, skywalks, crosswalks, and tunnels; parks, lakes, including work done for drainage, reclamation, and recreation, gardens, recreational facilities, sports facilities, open space, scenic areas, historic facilities and monuments, and related exhibits and preserves; fountains, plazas, and pedestrian malls; public art, sculpture, and related exhibits and facilities; education and cultural exhibits and facilities; facilities for conferences, conventions, and exhibitions; facilities for manufacturer, consumer, and trade shows; facilities for civic and community events; and facilities for displays, attractions, special events, and seasonal and cultural celebrations (collectively, the “Viridian Public Improvements”);

WHEREAS, the design, acquisition, construction, installation, operation, and maintenance of the Viridian Public Improvements will facilitate and encourage development within the District and the TIRZ that will significantly enhance economic growth and tax revenues to the City and other taxing jurisdictions;

WHEREAS, Developers shall be responsible (without reimbursement from the District, the City, or the TIRZ) for the design, acquisition, construction, and installation of the Viridian Public Improvements identified on Exhibit A (the “Developer Improvements”) and having an estimated total cost on the Effective Date of \$246,022,164;

WHEREAS, the District shall be responsible for the design, acquisition, construction, and installation of the Viridian Public Improvements identified on Exhibit B (the “TIRZ Improvements”) and having an estimated cost (the “TIRZ Costs”) on the Effective Date of \$360,993,088;

WHEREAS, the District shall be responsible for the design, acquisition, construction, and installation of the Viridian Public Improvements identified on Exhibit C (the “PID Improvements”) and having an estimated cost (the “PID Costs”) on the Effective Date of \$35,498,758;

WHEREAS, the District shall be responsible for the design, acquisition, construction and installation of other Viridian Public Improvements (“Other District Improvements”) not included in or part of the Final TIRZ Plan;

WHEREAS, the TIRZ Improvements together with the PID Improvements and Other District Improvements are collectively referred to as the “District Improvements”; and the TIRZ Costs together with the PID Costs and costs of the Other District Improvements are collectively referred to as “District Costs”;

WHEREAS, the Developer Improvements and District Improvements confer a special benefit on the District Land and the TIRZ Land;

WHEREAS, the design, acquisition, construction, installation, operation, and maintenance of the Viridian Public Improvements will promote state and local economic development and will stimulate business and commercial activity in the City, the County, and the state; and will contribute to the development and diversification of the economy of the state, to the elimination of unemployment and underemployment in the state and to the development and expansion of commerce of the state;

WHEREAS, the Final TIRZ Plan includes, but is not limited to, the Viridian Public Improvements other than the Other District Improvements;

WHEREAS, pursuant to the TIRZ Act, the City Council and the Board of Directors of the TIRZ have the authority to enter into this Agreement to implement the Final TIRZ Plan;

WHEREAS, pursuant to Sections 311.010(b), 311.010(h), 311.0123(b), and 311.0123(e) of the TIRZ Act, the City Council and the Board of Directors of the TIRZ have the authority to dedicate, pledge, or otherwise provide for the use of Available TIRZ Revenue (i) as security for Bonds issued to pay or reimburse TIRZ Costs, (ii) to pay or reimburse TIRZ Costs, and (iii) for purposes permitted by Section 380.002(b), Local Government Code;

WHEREAS, pursuant to Section 3861.006(b) of the District Act, the Parties have the authority to enter into this Agreement to use Available TIRZ Revenue (i) as security Bonds issued to pay or reimburse TIRZ Costs, (ii) to pay or reimburse TIRZ Costs, and (iii) for purposes permitted by Section 380.002(b), Local Government Code;

WHEREAS, pursuant to Section 3861.102(a) of the District Act, the District has the authority to enter into this Agreement to provide District Improvements;

WHEREAS, pursuant to Section 3861.102(a) and Section 3861.103(a) of the District Act, the District has the authority to contract with Developers to provide Developer Improvements and District Improvements and to convey portions of such improvements to the District or the City;

WHEREAS, pursuant to Section 3861.152 and Sections 3861.158(b) and (c) of the District Act, the District may borrow money for District purposes by issuing Bonds secured by and payable from ad valorem taxes, assessments, or any other revenue authorized by the District Act;

WHEREAS, pursuant to Section 3861.157 of the District Act, the District may not issue Bonds until the governing body of the City approves a bond issuance plan authorizing and setting forth the limitations on the issuance of the Bonds;

WHEREAS, the Parties intend for this Agreement to constitute the bond issuance plan required by Section 3861.157 of the District Act authorizing and setting forth limitations on the issuance of Bonds;

WHEREAS, pursuant to Section 3861.161 of the District Act, the District may not issue Bonds, impose taxes, or borrow money unless the Parties have entered into an interlocal project development agreement regarding the development and operation of the District and the financing of District Improvements;

WHEREAS, the Parties intend for this Agreement to constitute the interlocal project development agreement required by Section 3861.161 of the District Act between the Parties regarding the development and operation of the District and the financing of District Improvements;

WHEREAS, pursuant to Section 3861.101 of the District Act, the District has the powers and duties provided by Subchapter A, Chapter 372, Texas Local Government Code in the same manner as a municipality or a county to: (i) create the PID pursuant to Section 3861.101(3) of the District Act and the PID Act; (ii) adopt an assessment ordinance (including a service and assessment plan and corresponding assessment roll) that will levy special assessments against benefited property within the PID; and (iii) collect special assessments on benefited property within the PID to pay or reimburse PID Costs and to secure Bonds for the same purpose;

WHEREAS, pursuant to Section 3861.151 of the District Act, the District has the authority to impose an ad valorem tax on all taxable property in the District, including industrial, commercial, and residential property, to pay or reimburse for certain District Costs;

WHEREAS, pursuant to Section 3861.152 of the District Act, the District has the authority to borrow money for District purposes by issuing bonds, notes, credit agreements, or other obligations of any kind and to secure such obligations from ad valorem taxes imposed by the District on all taxable property in the District;

WHEREAS, pursuant to Section 3861.160 of the District Act, bonds or other obligations of the District that are secured by and payable from ad valorem taxes imposed by the District may not be issued unless the bonds or other obligations have been approved by District voters at one or more elections held for that purpose and by the governing body of the City, all in accordance with the District Act and other applicable law;

WHEREAS, the Parties intend that this Agreement shall constitute the approval of the governing body of the City to pay or reimburse for certain District Costs from the proceeds of bonds or other obligations of the District that are secured by and payable from ad valorem taxes imposed by the District on all taxable property in the District;

WHEREAS, pursuant to Section 311.010(b) of the TIRZ Act, the City and the TIRZ intend to dedicate, pledge, and otherwise provide Available TIRZ Revenue (i) to pay or reimburse TIRZ Costs and (ii) to secure Bonds issued for the same purposes;

WHEREAS, pursuant to Section 311.010(b) of the TIRZ Act, the District may issue Bonds secured by Available TIRZ Revenue;

WHEREAS, pursuant to Section 3861.102(e) of the District Act, the Owner, the District and the City have the authority to enter into this Agreement with regard to the ownership and maintenance of Developer Improvements and District Improvements;

WHEREAS, the Parties intend for this Agreement to establish the rights and obligations of the Parties with respect to the ownership and maintenance of certain Developer Improvements and certain District Improvements;

WHEREAS, the City and Metrovest Partners, LTD entered into that certain Development Agreement, dated February 18, 1997 (the "Metrovest Development Agreement"), affecting the District Land or portions thereof;

WHEREAS, the City and Metrovest Partners, LTD entered into that certain Maintenance Agreement, dated February 18, 1997 (the "Metrovest Maintenance Agreement"), affecting the District Land or portions thereof;

WHEREAS, the Metrovest Development Agreement and Metrovest Maintenance Agreement have been terminated and do not bind or otherwise affect the District Land or any portions thereof;

WHEREAS, pursuant to Section 3861.155 of the District Act, the District has the authority to impose a tax for maintenance and operation purposes if a maximum maintenance and operation tax rate is approved by the governing body of the City and by District voters at one or more elections held for such purpose in accordance with the District Act and other applicable law;

WHEREAS, the Parties intend for this Agreement to constitute the approval of the governing body of the City to a maximum tax for maintenance and operation purposes;

WHEREAS, the Owner intends to develop the Property as a master planned, mixed use community in accordance with the Viridian PD that governs the use and development of the Property (the "Project");

WHEREAS, the Viridian PD requires the Owner to provide the following in the way of open space and amenities (collectively, the "Open Space Requirements"): (i) a minimum of 900 acres of open space to be provided within the Property, which open space must be open to the public; and (ii) the provision of certain open space amenities as further described in the Viridian PD;

WHEREAS, the Owner or District as applicable has committed to convey to the City fee simple title to approximately 208.7 acres, as generally depicted on Exhibit E (the "Park");

Property”), for use as a public park, which conveyance shall be applied toward satisfaction of the Open Space Requirements;

WHEREAS, satisfaction of the Open Space Requirements (including conveyance of the Park Property) will satisfy the spirit and intent of the City’s park land dedication and park fee requirements, and as a result, the City does not intend to apply its generally applicable requirements for payment of park fees or dedication of park land to the development of the Property;

WHEREAS, the Owner and the City have informally discussed exchanging a certain access easement within the Property for a replacement access easement to provide better access to the approximately 110-acre out parcel shown on Exhibit E, and the Owner and the City desire to memorialize their intent with respect to such exchange;

WHEREAS, the Owner and the City have informally discussed exchanging a tract of land within the Property for a tract of land owned by the City, and the Owner and the City desire to memorialize their intent with respect to such exchange;

WHEREAS, the Owner and the City have informally discussed the termination of a certain City-owned easement within the Property in exchange for the Owner’s or District’s conveyance of a tract of land within the Property to the City, and the Owner or District and the City desire to memorialize their intent with respect to such exchange;

WHEREAS, the Owner and the City anticipate that a new Fire Station will be necessary for the City to provide adequate public safety services to the Project, and as a result, the Owner intends to construct, or cause the District to construct, a Fire Station within the Property on land that will be donated to the City;

WHEREAS, the Owner and the City intend for the Owner to construct, or cause the District to construct, the Fire Station and Temporary Fire Station in general conformance with the construction plans, which have been approved by Owner and the City, which construction shall be at no cost to the City;

WHEREAS, the Owner and the City intend for the City to (i) own the Fire Station following the City’s approval of the final inspection; and (ii) maintain and staff the Fire Station at the sole cost of the City;

WHEREAS, the rights of HC Viridian Investments, L.P. and HC LOBF Arlington, LLC under the Viridian Project Finance Plan and Development Agreement dated December 9, 2009, as amended (“Original Agreement”) were assigned to Owner on July 16, 2015; and

WHEREAS, this Agreement amends and supersedes the Original Agreement, as amended, NOW THEREFORE,

In consideration of the mutual obligations of the Parties set forth in this Agreement, and other consideration the receipt and adequacy of which are acknowledged, the Parties agree as follows:

1. RECITALS. The recitals set forth in the foregoing “WHEREAS” clauses are true and correct, constitute representations and warranties of the Parties, constitute legislative findings of the governing bodies of the Parties, form the basis upon which the Parties have entered into this Agreement, and establish the intent of the Parties in entering into this Agreement. If it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given effect. The Parties have relied on the recitals as part of the consideration for entering into this Agreement and, but for the recitals, would not have entered into this Agreement.

2. DEFINITIONS. Unless the context clearly requires otherwise, the following terms shall have the meanings hereinafter set forth:

“Available TIRZ Revenue” means the total revenue deposited each calendar year into the Tax Increment Fund from the City Increment, the County Increment, the College Increment, and the Hospital Increment, reduced by costs and expenses authorized by the District Act and the TIRZ Act including, but not limited to, costs and expenses allocable to the establishment and administration of the TIRZ.

“Benchmark Tax Rate” means a District ad valorem debt service tax rate of \$0.54 per \$100 of assessed value of taxable property in the District, as increased each year by the same percentage that the ad valorem tax rate of the City increases from the previous year. No decrease in the Benchmark Tax Rate shall occur in the event of a decrease in the ad valorem tax rate of the City.

“Board” means the Board of Directors of the District.

“Bond Documents” means, for each series of Bonds, (i) the order or resolution of the District authorizing the Bonds, (ii) any trust indenture entered into in connection with the Bonds, and (iii) if applicable, any market study prepared by the District as required by Section 3.e.(5) of this Agreement.

“Bonds” mean bonds, notes, credit agreements, or other obligations authorized by the District Act and issued or executed by the District, whether in one or more series, to pay or reimburse District Costs and for other District purposes and secured by ad valorem taxes, assessments, or any other revenue authorized by the District Act and this Agreement.

“City Council” means the governing body of the City.

“City Increment” means, for any given year beginning with the 2008 tax year, 85% of the ad valorem property taxes levied and collected by the City for that year on the captured appraised value of real property taxable by the City and located within the TIRZ.

“College” means the Tarrant County College.

“College Increment” means, for any given year beginning with the 2012 tax year, 50% of the ad valorem property taxes for operation and maintenance levied and collected by the

College for that year on the captured appraised value of real property taxable by the College and located within the TIRZ.

“Construction Contract” means any contract awarded by or on behalf of the District for the acquisition, construction, or installation of District Improvements that will be owned by the District, a property owners association, or the City.

“County” means Tarrant County, Texas.

“County Increment” means, for any given year beginning with the 2008 tax year, 75% of the ad valorem property taxes levied and collected by the County for that year on the captured appraised value of real property taxable by the County and located within the TIRZ.

“Developer” means any person or entity that owns land or other property within the District or that designs, acquires, constructs, or installs, or provides funding to or on behalf of the District for the design, acquisition, construction, or installation of, Viridian Public Improvements.

“District Act” means Chapter 3861, Subtitle C, Title 4, Special District Local Laws Code adopted by the 80th Texas Legislature Regular Session and effective May 25, 2007, as amended.

“District Bond Tax Revenue” means all revenue available to the District for any given year from the levy and collection of ad valorem taxes on all taxable property within the District reduced by costs and expenses authorized by the District Act.

“District Tax Bonds” means ad valorem bonds issued to pay or reimburse costs for Other District Improvements and secured only by District Bond Tax Revenue.

“Excess TIRZ Revenue” means, as determined by the Board each calendar year, Available TIRZ Revenue for the year after paying debt service and other costs of financing on all outstanding TIRZ GO Bonds and after further deducting from Available TIRZ Revenue (i) an amount equal to 30% of the coming year’s debt service and other costs of financing on outstanding TIRZ GO Bonds, (ii) amounts necessary to pay or reimburse other costs of financing TIRZ Costs with TIRZ GO Bonds for the coming year, (iii) amounts to pay or reimburse costs and expenses allocable to the establishment and administration of the TIRZ for the coming year, and (iv) amounts used or reserved by the District to pay or reimburse TIRZ Costs that could be financed with TIRZ GO Bonds.

“Fire Station” shall have the meaning given such term in Section 9.b.

“Final TIRZ Plan” means the final Project Plan and Reinvestment Zone Financing Plan dated October 14, 2009, approved by the TIRZ Board on October 19, 2009, and approved by Ordinance 09-074 adopted by the City Council on November 17, 2009, amended by the TIRZ Board on April 18, 2017, and Ordinance 17-022 adopted by the City Council on May 9, 2017, and as may be further amended.

“Force Majeure” means Acts of God, strikes, lockout, labor trouble, inability to procure materials, unseasonable weather affecting construction or operation, failure of power, riot, insurrection, or war.

“Governing Regulations” means (i) the City’s Water Distribution System Master Plan as of the Effective Date of this Agreement, (ii) the City’s Wastewater System Master Plan, as of the Effective Date of this Agreement, (iii) all other applicable ordinances, rules, and regulations, as amended, of the City including, but not limited to, the Viridian PD, and (iv) all statutes, rules, and regulations, as amended, of the State of Texas and other political subdivisions and governmental entities, if any, having jurisdiction over the District Land. If Owner modifies the plan for development of the District Land in a manner that makes the public infrastructure set forth in the Master Plans as of the Effective Date of this Agreement inadequate, then Governing Regulations with respect to those Master Plans means the City’s Water Distribution System Master Plan and the City’s Wastewater System Master Plan as amended to provide adequate infrastructure.

“Hospital” means the Tarrant County Hospital District.

“Hospital Increment” means, for any given year beginning with the 2008 tax year, 50% of the ad valorem property taxes levied and collected by the Hospital for that year on the captured appraised value of real property taxable by the Hospital and located within the TIRZ.

“Local Government Code” means the Texas Local Government Code, as amended.

“OCI” means the Overall Condition Index of a street based on a weighted average of the amount of surface distress (60%) and the smoothness of the ride (40%), as determined by a professional engineer licensed in Texas with specialized training in the classification of pavement conditions based, in part, on visual inspection and on the subjective evaluation of smoothness of ride. An OCI rating of 85 is acceptable to the traveling public as a good street, but is clearly not a new street. An OCI rating of 85 represents a street segment that is free of surface distresses and has a moderately smooth ride, or a street segment that has a very low severity of surface distress and a very smooth ride.

“Off-Site Improvements” means Viridian Public Improvements located outside the boundaries of the District and consisting of roadway infrastructure (including, but not limited to, traffic control devices and intersection and signalization improvements), water improvements (including potable and non-potable water), and landscaping.

“Other District Improvements” means Viridian Public Improvements consisting of improvements authorized by the District Act that are not included in the Final TIRZ Plan.

“PID” means one or more public improvement districts created within the District pursuant to the District Act and the PID Act.

“PID Act” means Chapter 372, Subchapter A, Texas Local Government Code, as amended.

“PID Assessments” mean special assessments levied by the Board against benefited property within the PID to pay costs authorized by the District Act and the PID Act including, but not limited to, PID Improvements.

“PID Bonds” means Bonds issued to pay or reimburse PID Costs and secured by PID Revenue and any other revenue authorized by the District Act and pledged as security for the PID Bonds (excluding Available TIRZ Revenue, Excess TIRZ Revenue, and District Bond Tax Revenue).

“PID Revenue” means all revenue available to the District from the levy and collection of PID Assessments reduced by costs and expenses authorized by the District Act and the PID Act including, but not limited to, costs and expenses allocable to the establishment and administration of the PID and issuance of Bonds.

“Special TIRZ Improvements” means those improvements that are authorized by the Final TIRZ Plan and may be paid for or reimbursed by the District from the proceeds of TIRZ Revenue Bonds or from Excess TIRZ Revenues, but are not eligible for payment or reimbursement from District Bond Tax Revenue or other District ad valorem taxes.

“Tax Increment Fund” means the tax increment fund for the TIRZ created by the City, at a bank or banks selected by the City, into which all TIRZ Revenue shall be deposited.

“Temporary Fire Station” shall have the meaning given such term in Section 9.a.

“Term” means the term of this Agreement, beginning on the Effective Date and ending upon the termination of this Agreement pursuant to Section 25 herein.

“TIRZ Act” means Chapter 311, Texas Tax Code, as amended.

“TIRZ Bonds” means TIRZ GO Bonds and TIRZ Revenue Bonds.

“TIRZ GO Bonds” means Bonds issued to pay or reimburse TIRZ Costs and secured by District Bond Tax Revenue and any of the following or combination of the following: Available TIRZ Revenue, Excess TIRZ Revenue, and any other revenue authorized by the District Act and pledged as security for the TIRZ Bonds (excluding PID Revenue).

“TIRZ Revenue” means the total revenue deposited each calendar year into the Tax Increment Fund, reduced by costs and expenses authorized by the District Act and the TIRZ Act including, but not limited to, costs and expenses allocable to the establishment and administration of the TIRZ and issuance of Bonds.

“TIRZ Revenue Bonds” means Bonds issued to pay or reimburse TIRZ Costs and secured by available TIRZ Revenue, Excess TIRZ Revenue, and any other revenue authorized by the District Act and pledged as security for the TIRZ Revenue Bonds (excluding PID Revenue and District Bond Tax Revenue).

“Viridian Pattern Book” means the compilation of written specifications and exhibits, as revised from time to time, prepared by the Owner and reflecting the architectural standards applicable to builders within the Viridian development.

“Viridian PD” means the Viridian Planned Development Zoning Ordinance No. 08-038 approved by the City Council on May 20, 2008, as amended by Ordinance No. 08-093 approved by the City Council on September 30, 2008, as amended by Ordinance No. 16-036 approved by the City Council on August 2, 2016, as amended.

3. BOND ISSUANCE PLAN. Section 3861.157 of the District Act provides that the District may not issue bonds until the City Council has approved a bond issuance plan authorizing and setting forth limitations on issuance. This Section 3 constitutes City Council approval of a plan for the issuance of Bonds as required by Section 3861.157. The Bond issuance plan approved by this Section 3 shall apply to the District and to each new district that results from any division of the District pursuant to Section 3861.201 of the District Act.

a. General Bond Authority. The District Act authorizes the District to borrow money by issuing Bonds found by the Board to be necessary or appropriate for District purposes and provides that such Bonds may be secured by and payable from ad valorem taxes, assessments, other revenue or a combination thereof, as authorized by the District Act. Pursuant to such authority, and subject to the limitations in Section 3.e. of this Agreement, this Section 3.a. authorizes the District to borrow money by issuing Bonds found by the Board to be necessary or appropriate for District purposes and to secure and pay such Bonds as provided by this Agreement using District Bond Tax Revenue, PID Revenue, Available TIRZ Revenue, Excess TIRZ Revenue, and other revenue authorized by the District Act (excluding revenue from providing retail reclaimed water, retail potable water, retail sanitary sewer, stormwater, and refuse collection services within the District). The authority provided by this Section 3.a. extends to any Bonds issued pursuant to the conservation and reclamation district powers provided to the District by the District Act.

b. TIRZ GO Bond Authority. This Section 3.b. authorizes the District, without further action or approval by the City, to issue TIRZ GO Bonds in a combined aggregate principal amount determined by the Board, but not exceeding \$50 million except as provided in Section 3.e.(5), that will yield net Bond proceeds sufficient to pay the actual costs and expenses of designing, acquiring, constructing, and installing TIRZ Improvements. This authorization to issue TIRZ GO Bonds includes TIRZ GO Bonds for “defined areas” or “designated property” within the District pursuant to Section 54.801, et. seq., Texas Water Code, as amended. TIRZ GO Bonds may be issued by the District exceeding \$50 million in a combined aggregate principal amount only after compliance with the requirements of Section 3.e.(5) of this Agreement. The actual costs and expenses of designing, acquiring, constructing, and installing TIRZ Improvements may exceed the estimated TIRZ Costs on the Effective Date based on a formula agreed to by the Owner, the District, and the City that will accurately measure, on an annual basis, increases in such costs and expenses occurring in the greater Dallas/Fort Worth metropolitan area. Cost savings achieved for any line item of TIRZ Costs may be added to any other line item. Notwithstanding anything in this Agreement to the contrary, net bond proceeds from the initial \$50 million of TIRZ GO Bonds shall not be used to pay or reimburse any developer interest. Net bond proceeds from TIRZ GO Bonds in excess of \$50 million may be

used to pay or reimburse developer interest up to the lesser of \$10 million or an amount computed at the TIRZ GO Bond interest rate for five years unless the assessed value of taxable property within the District exceeds the estimate contained in the Final TIRZ Plan, in which case the maximum amount of developer interest that may be reimbursed shall be increased in proportion to the increase in assessed value.

c. PID Bond Authority. This Section 3.c. authorizes the District, without further action or approval by the City, to issue PID Bonds in an aggregate principal amount determined by the Board, but not exceeding \$15 million, that will yield net Bond proceeds sufficient to pay the actual costs and expenses of designing, acquiring, constructing, and installing: (1) the PID Improvements including, but not limited to, increases in such costs and expenses due to inflation and regardless of whether such actual costs and expenses exceed the estimated PID Costs on the Effective Date; and (2) any other public improvements authorized by the District Act and PID Act and determined by the Board to be necessary or appropriate for District purposes. PID Bonds may be issued by the District exceeding \$15 million in aggregate principal amount only after compliance with the requirements of Section 3.e.(6) of this Agreement.

d. TIRZ Revenue Bond Authority. This Section 3.d. authorizes the District to issue TIRZ Revenue Bonds in an aggregate principal amount determined by the Board that will yield net proceeds sufficient to pay the actual costs and expenses of designing, acquiring, constructing and installing the Special TIRZ Improvements in accordance with the Final TIRZ Plan.

e. Limitations on Bond Issuance. All Bonds must comply with the following limitations:

(1) All Bonds shall be marketable on a cost effective basis and shall be issued on commercially reasonable terms, all as determined by the Board.

(2) The purposes for which Bonds may be issued shall be limited to payment of District Costs and other costs and expenses authorized by the District Act and this Agreement.

(3) All Bonds shall be secured and payable solely from revenue authorized by the District Act and this Agreement.

(4) TIRZ GO Bonds issued under the authority of Section 3.b. and 3.e, respectively of this Agreement must be approved by District voters at one or more elections held for such purpose in accordance with the District Act and other applicable law, which voter approval may be obtained in the form of one or more bond authorization elections conducted within the District.

(5) TIRZ GO Bonds in excess of \$50 million in a combined aggregate principal amount shall require City approval unless the Board, in the Board's reasonable judgment, determines that the principal and interest that will be payable on the outstanding and proposed TIRZ GO Bonds can and will be paid from a District ad valorem debt service tax that does not exceed the Benchmark Tax Rate. Such determination by the Board shall be based upon: (a) an independent, professional projected land use market study prepared by the District unless the TIRZ GO Bonds are rated by a nationally recognized

rating agency, which in such case no market study is required; (b) expected capitalized interest; and (c) projected Available TIRZ Revenue and projected Excess TIRZ Revenue (as determined by the District in the District's reasonable judgment taking into consideration the District's market study, if any) that are and will be pledged to the payment of principal and interest on the outstanding and proposed TIRZ GO Bonds.

(6) PID Bonds in excess of \$15 million in a combined aggregate principal amount shall require City approval unless the Board, in the Board's reasonable judgment, determines that the principal and interest that will be payable on the outstanding and proposed PID Bonds can and will be paid from PID Revenue. Such determination by the Board shall be based upon: (a) an independent, professional projected land use market study prepared by the District; (b) expected capitalized interest; and (c) projected Available Assessment Revenue that is and will be pledged to the payment of principal and interest on the outstanding and proposed PID Bonds.

f. Delivery of Bond Documents. At least 30 days before advertising the sale of Bonds or at least 30 days before entering into any Bond purchase agreement for the sale of Bonds, the District shall submit a copy of the applicable Bond Documents to the City together with a written determination by the Board that: (1) the District Costs being paid or reimbursed are authorized by this Agreement; (2) security for the Bonds is authorized by this Agreement; (3) the Bonds comply with the limitations in Section 3.e. of this Agreement; and (4) the Bonds are marketable on a cost effective basis and on commercially reasonable terms.

g. District Tax Bonds. Notwithstanding any other provision in this Agreement, the District may issue District Tax Bonds for reimbursement of operation and maintenance expenses and Other District Improvements and all reasonable costs and expenses related thereto so long as the combined ad valorem debt service tax for the TIRZ GO Bonds and District Tax Bonds does not exceed the Benchmark Tax Rate.

4. INTERLOCAL PROJECT DEVELOPMENT AGREEMENT. Section 3861.161 of the District Act provides that before the District may issue bonds, impose taxes, or borrow money, the District and the City must negotiate and execute a mutually approved and accepted interlocal project development agreement regarding the development plans and rules for the development and operation of the District and the financing of improvement projects. This Section 4 constitutes the interlocal project development agreement required by Section 3861.161. The interlocal project development agreement approved by this Section 4 shall apply to the District and to each new district that results from any division of the District pursuant to Section 3861.201 of the District Act.

a. Development Plans and Rules for Development of the District.

(1) All Viridian Public Improvements will be designed, acquired, constructed, installed, and maintained in compliance with the Governing Regulations, except that the City's Director of Water Utilities has the discretion to approve a temporary alternative second water connection provided the Owner can demonstrate that a looped or alternative potable supply provides adequate and continuous water pressure.

(2) Prior to commencing work on any Off-Site Improvements, the Owner will dedicate or convey (or cause to be dedicated or conveyed) easements and other rights-of-way (both permanent and temporary) to the City or the District, as applicable, at no cost to the City or the District and in a form approved by the City or the District (which approvals will not be unreasonably withheld or delayed). Easements and other rights-of-way (both permanent and temporary) required for any Viridian Public Improvements located within the District shall be dedicated or conveyed by the Owner to the City or the District, as applicable, at no cost to the City or the District, by plat or other instruments approved by the City or the District (which approvals will not be unreasonably withheld or delayed). If any portion of the Property is sold prior to such dedications or conveyances having been made, then the purchaser must agree, in writing, to dedicate or convey the easements or other rights-of-way as required by this Section 4.a.(2).

(3) Upon inspection and acceptance of completed portions of work under any Construction Contract, title to the completed portions shall be dedicated as required by the City or the District, lien free, together with an assignment of all applicable bonds and warranties. Such dedications, however, shall be limited to completed portions of the work that connect to or may be used as part of the then-existing City infrastructure system.

(4) The District shall prepare and update annually after the Effective Date (and deliver a copy to the City, the Owner, and the TIRZ) a budget estimating the District Costs (as updated, the "District Budget"). The District Budget shall compare such estimated costs to **Exhibit B** and **Exhibit C**.

(5) The District Budget shall separately identify, for each line item identified on **Exhibit B** and **Exhibit C**, the costs paid for completed improvements, the costs to be paid under Construction Contracts that are pending or that have been awarded, and the costs to be incurred in the future. Upon the completion of work under each Construction Contract, the District shall deliver to the Owner, the City, and the TIRZ a statement of the total costs incurred under each contract. Construction Contracts shall require the contractor to maintain complete books and records with respect to all costs paid or incurred for a period of at least three years after completion.

(6) The Owner, the City, and the District acknowledge that the Viridian PD requires that a minimum of 900 acres be retained as open space, including the construction and maintenance of amenities required by the Viridian PD at no cost or expense to the City, that will be available for use by the general public. The City acknowledges that the value to the City of such open space and improvements exceeds the value of park fees and parkland dedications normally required in connection with development within the City. Consequently, provided the District Land is developed in accordance with the Viridian PD, and provided the ownership and maintenance obligations of the Parties for open space and related park land remain as set forth on **Exhibit B** and **Exhibit C** and as further described in Sections 7 and 8 of this Agreement, the City hereby agrees (i) that development of the Property will not require park fees or park dedications in lieu of fees other than the obligation of the Owner and District to transfer to the City (in partial satisfaction of the Open Space Requirements) fee simple title to the Park Property, and (ii) that all open space within the Viridian PD shall be used in compliance with rules

established by the District, which rules shall be consistent with the Governing Regulations.

b. Development Plans and Rules for Operation of the District. The District will be operated in accordance with: (1) the District Act; (2) rules for operation adopted, from time to time, by the Board; (3) applicable provisions of the Texas Water Code; (4) applicable authority exercised by the Texas Attorney General with respect to the issuance of Bonds; and (5) the provisions of any other existing or future laws of the State of Texas that apply to the operation of the District.

c. Financing of Viridian Public Improvements.

(1) Developer Improvements. Developer Improvements will be designed, acquired, constructed, and installed by the Owner using private funds, grants, or any other funds available to the Owner without reimbursement from the District, the City, the TIRZ, or the PID. If the Owner sells any portion of the Property prior to completion of the Developer Improvements and assigns to the purchaser the obligation to complete all or any portion of the Developer Improvements, then the purchaser must agree, in writing, to be bound by the obligations of the Owner set forth in this Section 4.c.(1).

(2) Pledge of Available TIRZ Revenue. Pursuant to Section 3861.006(b) of the District Act and Sections 311.010(b), 311.0123, and 311.013 of the TIRZ Act, and otherwise to the maximum extent permitted by law, the City and the TIRZ hereby grant, dedicate, pledge, and otherwise provide to the District all Available TIRZ Revenue to be used as follows:

(a) Before Issuance of TIRZ GO Bonds. Before and until TIRZ GO Bonds are issued, Available TIRZ Revenue shall be used or reserved by the District to pay or reimburse TIRZ Costs.

(b) After Issuance of TIRZ GO Bonds. If and when TIRZ GO Bonds are issued with a pledge of Available TIRZ Revenue, Available TIRZ Revenue shall be used by the District to pay principal and interest on such TIRZ GO Bonds in the amounts and to the extent required by the applicable Bond Documents.

(c) After Payment of TIRZ GO Bonds. To the extent not required to pay debt service on the District's TIRZ GO Bonds that contain a pledge of Available TIRZ Revenues, Available TIRZ Revenue may be used or reserved by the District to pay or reimburse any unreimbursed TIRZ Costs until such TIRZ Costs are reimbursed or paid in full.

(d) Duration of Pledge. The grant, dedication, pledge, and provision of Available TIRZ Revenue provided by Sections 4.c.(2)(a) through 4.c.(2)(c) of this Agreement shall continue until the later to occur of (i) the date all TIRZ GO Bonds with a pledge of Available TIRZ Revenue have been issued and paid in full, or (ii) the date all TIRZ Costs have otherwise been paid or reimbursed in full pursuant to Section 4.c.(2)(c); and from and after the later of such dates, Available

TIRZ Revenue shall be available to the District for use in accordance with the Final TIRZ Plan and this Agreement, including Section 4.c.(3) herein.

(3) Pledge of Excess TIRZ Revenue. Pursuant to Section 3861.006(b) of the District Act and Sections 311.010(b) and 311.0123 of the TIRZ Act, and otherwise to the maximum extent permitted by law, the City and the TIRZ hereby grant, dedicate, pledge, and otherwise provide Excess TIRZ Revenue to be used as follows:

(a) Before Issuance of TIRZ GO Bonds. Before and until TIRZ GO Bonds are issued, Excess TIRZ Revenue shall be available to the District for use in accordance with the Final TIRZ Plan.

(b) After Issuance of TIRZ GO Bonds. If and when TIRZ GO Bonds are issued, Excess TIRZ Revenue shall be used to pay principal and interest on TIRZ GO Bonds or otherwise used as security for TIRZ GO Bonds in the amounts and to the extent, if any, required by the applicable Bond Documents; and if not so required by the applicable Bond Documents, Excess TIRZ Revenue shall be available to the District for use to pay, reimburse or finance the costs of Special TIRZ Improvements in accordance with the Final TIRZ Plan and this Agreement.

(c) Duration of Pledge. The grant, dedication, pledge, and provision of Excess TIRZ Revenue provided by Sections 4.c.(3)(a) and 4.c.(3)(b) of this Agreement shall continue until the later to occur of (i) the date all TIRZ GO Bonds have been issued and paid in full, (ii) the date all TIRZ Costs have otherwise been paid or reimbursed in full, (iii) the date all TIRZ Revenue Bonds have been issued and paid in full, or (iv) the date all Special TIRZ Improvements have otherwise been paid or reimbursed in full, in accordance with the TIRZ Plan and this Agreement.

(4) Tax Participation Agreements. Pursuant to Section 3861.006(b) of the District Act and Sections 311.010(b) and 311.013 of the TIRZ Act, the City shall use reasonable efforts to enter into separate agreements (each a “Tax Participation Agreement” and collectively, the “Tax Participation Agreements”) with the County, the College, and the Hospital. The Tax Participation Agreements shall obligate the County, the College, and the Hospital to deposit each year during the term of the TIRZ (beginning with the 2008, 2012, and 2008 tax years, respectively) the County Increment, College Increment, and Hospital Increment, respectively, into the Tax Increment Fund in accordance with standard administrative procedures adopted by the City and approved by the District. The City shall send annually to the County, the College, and the Hospital a bill that outlines the City’s calculation of the County Increment, College Increment, and Hospital Increment, respectively, copies of which bills shall be given to the District at the same time they are given to the County, College, and Hospital. The City shall forward to the District copies of the Tax Participation Agreements, when executed, and shall not thereafter amend any of the Tax Participation Agreements without the prior written consent of the Owner and the District if the amendment would adversely affect the obligation of the County, the College, or the Hospital to deposit their respective tax increments into the Tax Increment Fund. The City shall, at all times, comply with the

provisions of the Tax Participation Agreements and shall take no action that would entitle any of the County, the College, or the Hospital to suspend payments of their respective tax increments into the Tax Increment Fund. The City agrees to immediately give the Owner, the District, and the TIRZ a copy of any Notice from the County, the College, or the Hospital to the City alleging any breach, default, or other failure by the City to perform under any of the Tax Participation Agreements. If fully executed Tax Participation Agreements between the City and the County, the College, and the Hospital have not been executed within 12 months after the Effective Date, the Parties will use reasonable efforts to amend this Agreement to offset or otherwise mitigate the financial impact on the Developer, Owner, and the District.

5. OWNERSHIP AND MAINTENANCE OF DISTRICT IMPROVEMENTS. Section 3861.102(e) of the District Act provides that, subject to this Agreement, the City may, by ordinance, order, or resolution, require that title to all or any portion of the District Improvements vest in the City, and, by ordinance, order, resolution, or other directive, authorize the District to own, encumber, maintain, and operate District Improvements; subject to the right of the City to order a conveyance of District Improvements to the City on a date determined by the City. This Agreement constitutes an order and directive approved by the City Council setting forth the ownership of, and maintenance obligations with respect to, the District Improvements.

a. Ownership of Developer Improvements. Ownership of Developer Improvements, as between the District and the City, is identified on Exhibit A. Upon completion of construction of Developer Improvements, other than gated roadway improvements and private access easements and alleys designated on plats, and upon inspection and acceptance by the District or the City as the owner, the improvements shall be dedicated or conveyed to the District or the City, as applicable, lien free and together with all applicable warranties and bonds. The ownership identified on Exhibit A shall be continuing; however, upon termination or expiration of the TIRZ, ownership of the roadway improvements identified on Exhibit A (excluding gated roadway improvements and private access easements and alleys designated on plats) will be transferred from the District to the City upon inspection and acceptance by the City after a pavement management evaluation is performed by the City in accordance with standard City procedures and at the District's expense; however, no transfers of roadway improvements will occur unless such improvements have been repaired in accordance with the Governing Regulations, ordinary wear and tear excepted, to an OCI rating of 85 or better. From and after any such transfer, the District shall have no obligations or liabilities with respect to the transferred improvements, and the City shall assume all obligations and liabilities with respect to the transferred improvements. Notwithstanding the foregoing, the District may elect to maintain certain roadway streetscaping improvements as set forth in an agreement between the City and the District. Except as identified on Exhibit A and except for the transfer of ownership provided by this Section 5.a., title to Developer Improvements shall remain with the District (or a home owners association in the case of gated roadway improvements or private access easements and alleys designated on plats) and shall not vest in the City. The City waives any right otherwise provided by Section 3861.102(e) of the District Act to order a future conveyance of any of the Developer Improvements.

b. Maintenance of Developer Improvements. Maintenance obligations for Developer Improvements, as between the District, a property owners association, and the City,

are also set forth on **Exhibit A**. The maintenance obligations identified on **Exhibit A** shall be continuing; however, upon termination or expiration of the TIRZ, the maintenance obligations for the roadway improvements identified on **Exhibit A** will be transferred from the District to the City concurrently with the transfer of ownership as provided by Section 5.a. of this Agreement. From and after such transfer, the District shall have no obligations or liabilities with respect to the transferred obligations, and the City shall assume all such obligations. Prior to termination or expiration of the TIRZ, the District shall maintain and repair roadway improvements within the District (excluding gated roadway improvements and private access easements and alleys designated on plats) in accordance with the Governing Regulations.

c. **Ownership of District Improvements.** Ownership of District Improvements, as between the District and the City, is identified on **Exhibit B** and **Exhibit C**. Upon completion of construction of District Improvements, and upon inspection and acceptance by the City or the District as the owner, the improvements shall be dedicated or conveyed to the City or District, as applicable, lien free and together with all applicable warranties and bonds. The ownership identified on **Exhibit B** and **Exhibit C** shall be continuing; however, upon termination or expiration of the TIRZ, ownership of the roadway and parking infrastructure improvements identified on **Exhibit B** and **Exhibit C** will be transferred from the District to the City upon inspection and acceptance by the City after a pavement management evaluation is performed by the City in accordance with standard City procedures and at the District's expense; however, no transfers of roadway improvements will occur unless such improvements have been repaired in accordance with the Governing Regulations, ordinary wear and tear excepted, to an OCI rating of 85 or better. From and after such transfer, the District shall have no obligations or liabilities with respect to the transferred improvements (except that the District will replace trees in the public access, utility, and City construction easement area adjacent to the right-of-way if trees must be removed as a result of roadway repairs performed by the City); and, excluding tree replacement due to repairs, the City shall assume all obligations and liabilities with respect to the transferred improvements. Except as identified on **Exhibit B** and **Exhibit C**, and except for the transfer of ownership provided by this Section 5.c., title to District Improvements shall remain with the District and shall not vest in the City. The City waives any right otherwise provided by Section 3861.102(e) of the District Act to order a future conveyance of any of the District Improvements.

d. **Maintenance of District Improvements.**

(1) Maintenance obligations for District Improvements, as between the Parties, are also set forth on **Exhibit B** and **Exhibit C**. The maintenance obligations identified on **Exhibit B** and **Exhibit C** shall be continuing; however, upon termination or expiration of the TIRZ, the maintenance obligations for the roadway and parking infrastructure improvements identified on **Exhibit B** and **Exhibit C** will be transferred from the District to the City provided by Section 5.c. of this Agreement. From and after such transfer, the District shall have no obligations or liabilities with respect to the transferred obligations, and the City shall assume all such obligations. Prior to termination or expiration of the TIRZ, the District shall maintain and repair roadway and parking infrastructure improvements within the District in accordance with the Governing Regulations.

(2) The District will use its best efforts to maintain the normal pool elevation of the Lake (hereinafter defined) at a minimum elevation of 452.0. The term “Lake” shall mean any lake body contained within the property described in Exhibit F to this Agreement. The District also agrees to repair any damage to the Lake, including its embankment, that threatens the integrity or harms the City’s public water or sanitary sewer systems, upon written notice by the City and within fourteen days of the District’s ability to access the Lake, or as otherwise agreed to by the City.

(3) Access to all District Improvements is granted to the City for any purpose related to the exercise of governmental services or functions, including but not limited to, fire and police protection, inspection, and code enforcement.

e. Metrovest Agreements. The City acknowledges and agrees that the Metrovest Development Agreement and Metrovest Maintenance Agreement have been unconditionally terminated and are of no further force and effect.

6. MAINTENANCE AND OPERATION TAX. Section 3861.155 of the District Act provides that the District may impose a tax for maintenance and operation purposes (an “M&O Tax”) including for planning, constructing, acquiring, maintaining, repairing, and operating District Improvements, including land, plants, works, facilities, improvements, appliances, and equipment of the District and for paying costs of services, engineering and legal fees, and organizational and administrative expenses of the District. The City Council hereby approves the imposition by the District of an M&O Tax up to a maximum of \$0.75 per \$100 of appraised value. The District may not, however, impose any M&O Tax until the maximum tax approved by this Section 6 has also been approved by District voters at one or more elections held for that purpose in accordance with the District Act and other applicable law. The District may hold a separate election for the maintenance and operation of Viridian Public Improvements authorized by Section 59, Article VI, Texas Constitution and Viridian Public Improvements authorized by Section 52, Article III, Texas Constitution; provided, however, the total M&O Tax for both categories of improvements shall not exceed \$0.75 per \$100 of appraised value. If the District voters approve a maximum M&O Tax of \$0.75 per \$100 of appraised value, the actual rate imposed within the District each year by the Board may be less than the maximum. Notice of the District M&O Tax rate will be given to the City each year within 30 days after it is imposed.

7. PARK LAND DEDICATION AND RELATED MATTERS.

a. Conveyance of Park Property. On or before December 9, 2024, or upon completion and acceptance by the City (where applicable) of the park improvements described below (the “Park Improvements”), whichever occurs first, the Owner and the District agree that whichever entity owns the Park Property at that time will convey fee simple title to the Park Property (i.e. any portion of the Park Property that the City does not already own in fee simple) to the City by special warranty deed. Owner shall be reimbursed by the District for the cost of the Park Property and any other drainage areas and improvements conveyed by Owner or Developer in accordance with the District Act and the rules and regulations applicable to the District. The Park Improvements shall consist of: (i) all improvements required in connection with the Army Corps of Engineers 404 permit for the Property, as revised from time to time (the “404 Permit”), including, but not limited to, drainage improvements to the Park Property; (ii) the

Owner's intended sidewalks, trails, landscaping, and other similar improvements within the Park Property; and (iii) all infrastructure within the Park Property (e.g., water lines, sewer lines, roadways, and similar improvements) that is necessary to serve the development of the Property. The special warranty deed conveying title to the Park Property shall be: (i) subject to easements reserved for the benefit of the Owner and the District to the extent required to comply with any Governing Regulations or to perform any obligations set forth in this Agreement; (ii) subject to easements reserved for the benefit of the Owner and the District that are necessary for the construction, installation, operation, and maintenance of the above-described infrastructure and Park Improvements; (iii) subject to other matters of record that do not unreasonably interfere with the use of the Park Property or the Park Improvements; and (iv) be in a form reasonably approved by the parties. All reserved easements shall be limited to the smallest area reasonably necessary and shall be subject to the reasonable approval of the City's Parks and Recreation Department. All work performed pursuant to such reserved easements shall minimize any adverse impacts on the Park Property and/or Park Improvements and shall comply with all Governing Regulations. The City acknowledges that revisions to the 404 Permit may be required by the Army Corps of Engineers after conveyance of the Park Property and agrees to take such actions as are necessary to comply with (or permit the Owner and/or the District to comply with) such required revisions. All work required by the 404 Permit, as revised, shall be performed in accordance with plans and specifications reasonably approved by the City. The obligations of the Parties in this Section 7.a. shall continue and shall not be affected by the conveyance of the Park Property as required by this Section 7.a. or by the termination of this Agreement.

b. Property Responsibility. Except as provided in this Section 7.b., upon the conveyance to the City of fee simple title to the Park Property, the City shall assume all responsibility with respect to the Park Property including, but not limited to, the responsibility to operate and maintain all improvements located within the Park Property. Notwithstanding the foregoing, however, the District shall retain the responsibility (as to ownership, use, operation, and maintenance) with respect to all District Improvements located within the Park Property as provided in this Agreement unless the City expressly agrees otherwise.

c. Protective Fencing. Prior to and during development in the immediate vicinity of the Park Property, the Owner shall install, or cause the District to install, temporary protective fencing reasonably required by the City around those portions of the Park Property to protect against intrusion into the Park Property by development equipment and intrusion into the development area from the Park Property, all in accordance with the Viridian PD. The Owner and the District shall each be responsible for damage done to Park Property due to (1) construction activity by the Owner or the District or their respective contractors and (2) any dumping in the Park Property by the Owner or the District or their respective contractors, including damage caused by improper access for such dumping by the Owner or the District or their respective contractors.

d. Approval Prior to Construction; Mitigation and Restoration. Except as provided by this Agreement, no construction is permitted in the Park Property without the prior written approval of the City (which approval shall not be unreasonably withheld or delayed). All construction within the Park Property by the Owner or the District or their respective contractors shall utilize reasonable efforts to minimize the impact to flora and fauna within the Park

Property, excluding tree preservation. Park Property disturbed by construction shall be restored to its pre-construction condition (excluding tree preservation) as reasonably determined by the Director of Parks and Recreation. Tree preservation shall be performed in accordance with the Viridian PD.

e. Satisfaction of City's Park Land Dedication Requirements. The City acknowledges and agrees that satisfaction (by the Owner and/or the District) of the Open Space Requirements, including performance of the obligations set forth in this Section 7, satisfies the spirit and intent of all of the City's park fee and land dedication requirements that apply to the development of the Property including, but not limited to, the City's requirements for linear park fees and neighborhood park fees.

8. ABANDONMENTS, CONVEYANCES, AND EXCHANGES.

a. The City and Owner agree to enter into good faith, non-binding negotiations for the concurrent exchange of approximately 10.833-acre City-owned tracts of land being more particularly described in Exhibit G ("City Lots") for a tract of land of comparable value located within the Property, and more particularly described in Exhibit H, which the City proposes to use for a canoe launch area ("Canoe Launch Area"). The City and the Owner will use reasonable efforts to cause such exchange to occur upon completion and acceptance by the City (where applicable) of the Park Improvements or by December 9, 2024, whichever occurs first. The conveyances contemplated by this Section 8.a. shall be in a form reasonably approved by the City and the Owner.

b. The City agrees to abandon the easement, recorded at Volume 12710, Page 562 of the County deed records, the approximate location of which is identified on Exhibit E as "Easement C." Concurrently with the abandonment of Easement C the Owner agrees to convey to the District the land previously burdened by Easement C, which shall partially satisfy the Open Space Requirements. The District shall restrict such land with a conservation easement for the benefit of the City. The abandonment and subsequent conservation easement contemplated by this Section 8.b. shall be in a form reasonably acceptable to the City, the Owner, and the District.

c. Exemption from Competitive Requirements. Pursuant to Section 272.001(b)(6) of the Texas Local Government Code, as amended, and Section 311.008(b)(2) and Section 311.008(c) of the Texas Tax Code, as amended, the obligations of the City as set forth in this Section 8 are not subject to the notice and competitive bidding requirements of Section 272.001(b)(6) of the Texas Local Government Code or the election requirements of Section 253.001 of the Texas Local Government Code because all of the property rights described in this Section 8 are located, or will at the time of performance be located, within the TIRZ.

d. Property Responsibility. Except as provided in this Section 8.d., upon the conveyance to the City of fee simple title to the Canoe Launch Area, the District shall retain the responsibility (as to ownership, use, operation, and maintenance) with respect to all District Improvements located within the Canoe Launch Area as provided in this Agreement unless the City expressly agrees otherwise. District improvements in the Canoe Launch Area shall include, but are not limited to, the ADA river access to the Trinity River.

e. Approval Prior to Construction; Mitigation and Restoration. Prior to construction of the Canoe Launch Area, the Owner and/or the District shall consult with the City on the design and plans for the Canoe Launch Area, shall allow the City to review and comment on the plans, and no plans shall be finalized without the City's written approval. Except as provided by this Agreement, no construction is permitted within the Canoe Launch Area without the prior written approval of the City (which approval shall not be unreasonably withheld or delayed). All construction within the Canoe Launch Area by the Owner or the District or their respective contractors shall utilize reasonable efforts to minimize the impact to flora and fauna within the Canoe Launch Area, excluding tree preservation. Any portion of the property disturbed by construction shall be reasonably restored to its pre-construction condition (excluding tree preservation) as reasonably determined by the Director of Parks and Recreation. Tree preservation shall be performed in accordance with the Viridian PD.

f. Protective Fencing. Prior to and during development of the Property in the immediate vicinity of the Canoe Launch Area, the Owner shall install, or cause the District to install, temporary protective fencing, if reasonably required by the City, around those portions of the Property to protect against intrusion into the Canoe Launch Area by development equipment, all in accordance with the Viridian PD. The Owner and the District shall each be responsible for damage done to the Canoe Launch Area due to (1) construction activity by the Owner or the District or their respective contractors and (2) any dumping in the Canoe Launch Area by the Owner or the District or their respective contractors, including damage caused by improper access for such dumping by the Owner or the District or their respective contractors.

9. FIRE STATION.

a. Temporary Fire Station. The Parties acknowledge that Owner constructed, or caused the District to construct, a temporary fire station that was ready for service upon the issuance of the first building permit for a building within the Property (the "Temporary Fire Station"). The Owner or the District leased to the City, at no cost to the City, the Temporary Fire Station (including the land on which it is located and the related furnishings and equipment) and leased for or on behalf of the City, at no cost to the City, a fire engine that conformed generally to the City's standard fire apparatus specifications in effect at the time. The cost of the Temporary Fire Station and the fire engine payable by the Owner or the District shall not exceed \$1,500,000 (excluding any land cost), and any costs above \$1,500,000 shall be the responsibility of the City. The terms and conditions of the leases shall be approved by the Owner and the City, which approvals shall not be unreasonably withheld or delayed. The lease for the Temporary Fire Station shall continue until the Fire Station becomes operational, at which time they will terminate and the Temporary Fire Station may be removed by the Owner or the District. The City may transfer to the Fire Station furnishings and equipment from the Temporary Fire Station. During the term of the leases, the City agrees, at its sole cost, to: (1) maintain the Temporary Fire Station and property on which it is located, including all related furnishings and equipment; (2) maintain the fire engine; and (3) staff the Temporary Fire Station so that it is fully operational. In addition to the foregoing, the Owner has caused the District to provide, to the City, at no cost to the City, a boat slip at the lake within the District Property to be used by the City for a fire rescue boat.

b. Fire Station. The Owner agrees to design and construct, or cause the District to design and construct, a new permanent fire station (the “Fire Station”) at a cost not to exceed \$3,650,000, excluding any cost of Owner incurred to mitigate soil conditions. If the cost to design and construct the Fire Station exceeds \$3,650,000, excluding any cost the Owner incurred to mitigate the soil conditions, the Owner and City will work in good faith to amend the design plans to lower the cost of design and construction to an amount not to exceed \$3,650,000.

c. Location. The Fire Station shall be constructed on Lot 1, Block 69 of Viridian Village 1F (the “Fire Station Property”). The Fire Station Property shall be dedicated or conveyed to the City at no cost or expense to the City.

d. Construction Plans. The Owner agrees to construct, or cause the District to construct, the Fire Station in general conformance with the construction plans that were approved by Owner and the City dated October 20, 2016 (the “Approved Plans”).

e. Timing. The Owner or District, as appropriate, will use commercially reasonable efforts to commence construction of the Fire Station on or before April 30, 2017. The Owner will cause the Fire Station to be completed and ready for occupancy by the Fire Department on or before March 1, 2018, subject to Force Majeure.

f. Conveyance, Maintenance, and Staffing. Following the City’s final inspection of the Fire Station for compliance with the Approved Plans, and City acceptance of the Fire Station, the Owner shall convey, or cause the District to convey, the Fire Station Property, the Fire Station, and all related equipment and furnishings to the City by special warranty deed, subject to such other matters of record that are reasonably approved by the City, the District, and the Owner. Following such conveyance, the City agrees, at its sole cost, to: (1) provide all equipment and furnishings necessary for the Fire Station to be fully operational; (2) maintain the Fire Station, the Fire Station Property, and all related equipment and furnishings; and (3) staff the Fire Station so that it is fully operational. The obligations of the Owner and the District under this Section 9.f. are expressly conditioned upon the City including line items in its then-current annual budget in amounts sufficient to operate, staff, and maintain the Fire Station, Fire Station Property, and all related equipment and furnishings.

10. DEFAULT. No Party shall be in default under this Agreement (a “Default”) unless Notice of an alleged failure of a Party to perform has been given (which Notice shall set forth in reasonable detail the nature of the alleged failure) and such Party has been given a reasonable time to cure based on the nature of the alleged failure, but in no event less than 30 days. In addition, no Default shall occur if, within the applicable cure period, the Party to whom the Notice was given begins performance and thereafter diligently and continuously pursues performance until the failure is cured.

11. REMEDIES.

a. The Parties agree that this Agreement is executed for the purposes of implementing the District Act, among other things, by setting forth the procedures to be followed by the District in financing, constructing, owning, and operating the Viridian Public Improvements and by the City in creating the TIRZ and making TIRZ Revenue available as

security for the payment of TIRZ Bonds or otherwise for the payment of TIRZ Costs in accordance with Sections 4.c.(2) and 4.c.(3) of this Agreement. Accordingly, the Parties agree that a Default by any Party shall not entitle any non-defaulting Party to seek or recover damages or to terminate this Agreement. The sole and exclusive remedy available to a non-defaulting Party in the case of any Default by another Party is to seek the equitable remedy of specific enforcement of this Agreement.

b. The City does not by this Agreement, except for the provisions related to the use of TIRZ Revenue under Sections 4.c.(2) and 4.c.(3) of this Agreement, commit or agree to provide any City funds to the District or to provide water, sewer, or other municipal services to any part of the District, whether developed or undeveloped, except in accordance with the Governing Regulations.

c. The provision of water, sewer, or other municipal services by the City to the District is subject to the annual appropriation of funds by the City from lawful and available sources. The obligations of the District to finance, construct, and provide the Viridian Public Improvements that will be owned by the City, and to provide, operate, and maintain the Viridian Public Improvements that will be owned by the District are subject to the availability of funds from lawful sources on a financially sound and reasonable basis.

d. No Default under this Agreement shall prevent the District from, or in any way affect the right of the District to proceed with, issuing Bonds in accordance with this Agreement unless: (1) the improvements being financed or paid for with Bond proceeds are not authorized by this Agreement, (2) the security for the Bonds is not authorized by this Agreement, or (3) the Bonds do not comply with Section 3.f. of this Agreement.

12. **NOTICES.** Any notice or communication required or contemplated by this Agreement (a “Notice”) shall be deemed to have been delivered, given, or provided: (a) five business days after being deposited in the United States mail, CERTIFIED MAIL or REGISTERED MAIL, postage prepaid, return receipt requested; (b) when delivered to the notice address by a nationally recognized, overnight delivery service (such as FedEx or UPS) as evidenced by the signature of any person at the Notice address (whether or not such person is the named recipient of the Notice); or (c) when otherwise hand delivered to the Notice address as evidenced by the signature of any person at the Notice address (whether or not such person is the named recipient for purpose of the Notice); and addressed to the named recipient as follows:

If to the City:

The City of Arlington, Texas
Attn: Bruce Payne
MS 01-300
101 W. Abrams St.
P.O. Box 90231
Arlington, Texas 76004
Phone: 817-459-6114
Email: bruce.payne@arlingtontx.gov

If to the Owner: Viridian Holdings, LP
Attn: Robert Kembel
3104-7 N. Collins St.
Arlington, Texas 76005
Phone: 214-499-4654
E-mail:robertk@johnsondev.com

If to the District: Viridian Municipal Management District
Attn: Chairman
c/o Crawford & Jordan, LLP
3100 McKinnon, Suite 1100
Dallas, Texas 75201
Phone: 214-981-9090
E-mail: ccrawford@crawlaw.net

If to the TIRZ: The Board of Directors of Tax Increment
Reinvestment Zone Number Six, Arlington, Texas
Attn: Bruce Payne
MS 01-300
101 W. Abrams St.
P.O. Box 90231
Arlington, Texas 76004
Phone: 817-459-6114
Email: bruce.payne@arlingtontx.gov

13. REPRESENTATIONS AND WARRANTIES OF THE CITY. To induce the other Parties to enter into this Agreement, the City represents and warrants to them as follows:

a. The City has the power and authority to execute, deliver, and carry out the provisions of this Agreement and all other instruments to be executed and delivered by it in connection with its obligations hereunder. The execution, delivery, and performance by the City of this Agreement have been duly authorized by all requisite action by the City, and this Agreement is a valid and binding obligation of the City enforceable in accordance with its terms, except as may be affected by applicable bankruptcy or insolvency laws affecting creditors' rights generally.

b. Neither the execution and delivery of this Agreement, nor the consummation of the transactions herein contemplated, will conflict with or result in a breach of or default under: (1) any terms, conditions or provisions of any agreement or instrument to which the City is now a party or is otherwise bound; (2) any order or decree of any court or governmental instrumentality applicable to the City; or (3) any law applicable to the City.

c. To the best knowledge and belief of the City, the City is not a party to or otherwise bound by any agreement or instrument or subject to any other restriction or judgment, order, writ, injunction, decree, award, rule or regulation which could reasonably be expected to materially and adversely affect the ability of the City to perform its obligations under this Agreement.

14. REPRESENTATIONS AND WARRANTIES OF THE OWNER. To induce the other Parties to enter into this Agreement, the Owner represents and warrants to them as follows:

a. The Owner has the power and authority to execute, deliver, and carry out the provisions of this Agreement and all other instruments to be executed and delivered by it in connection with its obligations hereunder. The execution, delivery, and performance by the Owner of this Agreement have been duly authorized by all requisite action by the Owner, and this Agreement is a valid and binding obligation of the Owner enforceable in accordance with its terms, except as may be affected by applicable bankruptcy or insolvency laws affecting creditors' rights generally.

b. Neither the execution and delivery of this Agreement, nor the consummation of the transactions herein contemplated, will conflict with or result in a breach of or default under: (1) any terms, conditions or provisions of any agreement or instrument to which the Owner is now a party or is otherwise bound; (2) any order or decree of any court or governmental instrumentality applicable to the Owner; or (3) any law applicable to the Owner.

c. To the best knowledge and belief of the Owner, the Owner is not a party to or otherwise bound by any agreement or instrument or subject to any other restriction or judgment, order, writ, injunction, decree, award, rule or regulation which could reasonably be expected to materially and adversely affect the ability of the Owner to perform its obligations under this Agreement.

d. As of the Effective Date, the only lender with a lien or other security interest in the Property is B. Barney Baker on a portion of the Property totaling 19.997 acres described in the Deed of Trust First Lien Balloon dated May 19, 2016.

15. REPRESENTATIONS AND WARRANTIES OF THE DISTRICT. To induce the other Parties to enter into this Agreement, the District represents and warrants to them as follows:

a. The District has the power and authority to execute, deliver, and carry out the provisions of this Agreement and all other instruments to be executed and delivered by it in connection with its obligations hereunder. The execution, delivery, and performance by the District of this Agreement have been duly authorized by all requisite action by the District, and this Agreement is a valid and binding obligation of the District enforceable in accordance with its terms, except as may be affected by applicable bankruptcy or insolvency laws affecting creditors' rights generally.

b. Neither the execution and delivery of this Agreement, nor the consummation of the transactions herein contemplated, will conflict with or result in a breach of or default under: (1) any terms, conditions or provisions of any agreement or instrument to which the District is now a party or is otherwise bound; (2) any order or decree of any court or governmental instrumentality applicable to the District; or (3) any law applicable to the District.

c. To the best knowledge and belief of the District, the District is not a party to or otherwise bound by any agreement or instrument or subject to any other restriction or judgment, order, writ, injunction, decree, award, rule or regulation which could reasonably be expected to

materially and adversely affect the ability of the District to perform its obligations under this Agreement.

16. REPRESENTATIONS AND WARRANTIES OF THE TIRZ. To induce the other Parties to enter into this Agreement, the TIRZ represents and warrants to them as follows:

a. The TIRZ has the power and authority to execute, deliver, and carry out the provisions of this Agreement and all other instruments to be executed and delivered by it in connection with its obligations hereunder. The execution, delivery, and performance by the TIRZ of this Agreement have been duly authorized by all requisite action by the TIRZ, and this Agreement is a valid and binding obligation of the TIRZ enforceable in accordance with its terms, except as may be affected by applicable bankruptcy or insolvency laws affecting creditors' rights generally.

b. Neither the execution and delivery of this Agreement, nor the consummation of the transactions herein contemplated, will conflict with or result in a breach of or default under: (1) any terms, conditions or provisions of any agreement or instrument to which the TIRZ is now a party or is otherwise bound; (2) any order or decree of any court or governmental instrumentality applicable to the TIRZ; or (3) any law applicable to the TIRZ.

c. To the best knowledge and belief of the TIRZ, the TIRZ is not a party to or otherwise bound by any agreement or instrument or subject to any other restriction or judgment order, writ, injunction, decree, award, rule or regulation which could reasonably be expected to materially and adversely affect the ability of the TIRZ to perform its obligations under this Agreement.

17. DIVISION OF THE DISTRICT. City approval is required for divisions of the District and for the creation of new districts as authorized by Section 3861.201 of the District Act. In the event such divisions and the creation of new districts are approved by the City, this Agreement shall automatically apply (without further action by the Parties) to each new district as if such new district had been an original party to this Agreement upon the execution by such new district of a counterpart of this Agreement.

18. FORCE MAJEURE. Each Party shall use good faith, due diligence, and reasonable care in the performance of its obligations under this Agreement, and time shall be of the essence in such performance. If a Party is unable, due to force majeure, to perform its obligations under this Agreement, then such obligations shall be temporarily suspended. Within three business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance shall give Notice to the other Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence, and reasonable care.

19. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties and supersedes the Viridian Project Finance Plan and Development Agreement dated

December 9, 2009, and the First Amendment to the Viridian Project Finance Plan and Development Agreement dated March 10, 2011, and any other prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties.

20. SEVERABILITY. The provisions of this Agreement are severable, and in the event any provision of this Agreement, or the application thereof to any person or circumstance, is held or determined to be invalid, illegal, or unenforceable, and if such invalidity, unenforceability, or illegality does not cause substantial deviation from the underlying intent of the Parties as expressed in this Agreement, then such provision shall be deemed severed from this Agreement with respect to such person, entity, or circumstance without invalidating the remainder of this Agreement or the application of such provision to other persons, entities, or circumstances.

21. RIGHTS AND OBLIGATIONS OF DEVELOPERS AND OTHER PARTIES.

a. The Owner (through the documents that transfer title to any of the Property) and the District will require and cause all Developers (in the conduct of their work, duties, and undertakings on behalf of the Owner or the District in connection with the financing, construction, installation, and maintenance of the Viridian Public Improvements) to abide by the terms, provisions, and requirements of this Agreement. Subject to providing prior written notices thereof to the District, each Developer shall have the right, acting on behalf of the Owner or the District, to request the City to perform an act that is required of the City by this Agreement or to waive a requirement of this Agreement; however, the City shall have the right to require evidence of the concurrence of the Owner or the District, as applicable, in any such request. Duties, if any, imposed on any homeowners or property owners association in connection with this Agreement shall be included in deed restrictions (e.g., “covenants, conditions, and restrictions”) recorded by the Owner before the sale of the property subject to this Agreement.

b. The District acknowledges and agrees that the only monetary obligations of the City under this Agreement are the City’s obligations under Sections 4.c.(2) and 4.c.(3) of this Agreement to make available TIRZ Revenue as security for TIRZ GO Bonds and/or TIRZ Revenue Bonds or otherwise to pay or reimburse TIRZ Costs. The District may grant to a trustee or other representative for and on behalf of the holders of TIRZ Bonds the right to enforce the provisions of Sections 4.c.(2) and 4.c.(3) of this Agreement and to require that TIRZ Revenue be deposited when and as required by this Agreement. Otherwise, no person or entity, other than an assignee or lender as permitted by Section 26, is a beneficiary of this Agreement with rights to enforce its terms and provisions.

22. NO PARTNERSHIP OR JOINT VENTURE. Nothing contained in this Agreement is intended or shall be construed as creating a partnership or joint venture among the Parties.

23. INDIVIDUALS NOT LIABLE. No director, officer, elected or appointed official, or employee of any of the Parties shall be personally liable in the event of any Default.

24. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and such counterparts, when taken together, shall constitute one instrument.

25. TERMINATION. At such time as (a) the District has no outstanding TIRZ Bonds, PID Bonds or District Tax Bonds or contractual obligations payable from ad valorem taxes; (b) all TIRZ Costs, PID Costs and costs of all completed Other District Improvements have been paid or reimbursed, and (c) the City has assumed all assets and liabilities of the District, this Agreement may be terminated by any Party upon ninety (90) days' notice to the other Parties.

26. ASSIGNMENT.

a. Consent to Assignments. Except as provided in Sections 26.b. and 26.c., no Party may assign this Agreement, in whole or in part, or any of such Party's right, title, or interest in this Agreement, without the prior written consent of the other Parties. All assignments shall be in writing and shall obligate the assignee to be bound by this Agreement. Unless otherwise agreed by the Parties, no assignment shall relieve the assignor from liabilities that arose before the effective date of the assignment.

b. Assignments by Owner. The Owner has the right (from time to time without the consent of any other Party but upon written notice to the other Parties) to assign its rights and duties under this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Owner under this Agreement, to the District or to any person or entity that is or will become an owner of any portion of the Property, or to any person or entity that is controlled by or under common control with the Owner (an "Assignee"). Each assignment shall be in writing executed by the Owner and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each assignment shall be provided to the other Parties within 15 days after it is fully executed. From and after such assignment, the other Parties agree to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agrees that the Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the other Parties within 15 days after full execution, the Owner shall not be released until the other Parties receive their copy. No assignment by the Owner shall release the Owner from any liability that resulted from an act or omission by the Owner that occurred prior to the effective date of the assignment unless the other Parties approve the release in writing.

c. Right to Mortgage/Encumber. The Owner and Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written notice to, the other Parties. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability, except the requirement to convey fee simple title to the Park Property to the City; and any lender subordinates its interest in the Park Property to this provision. Provided the other Parties have been given a copy of the documents creating the lender's interest, including Notice information for the lender, then the lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure period otherwise provided to the defaulting Party by this Agreement; and the City

agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Except as provided in Section 26.e., the provisions in this Agreement shall be a covenant running with the land and shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

d. Assignees as Parties. An Assignee shall be considered a "Party" for the purposes of this Agreement.

e. Release of Final-Platted Lots. Notwithstanding any provision of this Agreement to the contrary, and notwithstanding the fact that this Agreement may be filed in the deed records of the County, this Agreement shall not be binding upon, shall not create an encumbrance upon, and shall not otherwise be deemed to be a covenant running with the land with respect to any part of the Property for which a final plat has been approved by the City and filed in the deed records of the County.

27. RECORDATION, RELEASES, AND ESTOPPEL CERTIFICATES.

a. Binding Obligations. This Agreement and all amendments hereto shall be recorded in the County deed records. In addition, all assignments of this Agreement shall be recorded in the County deed records. Except as provided in Section 26.e., this Agreement shall be binding upon the Property and the Owner and the assignees and lenders permitted by Section 26.

b. Releases. From time to time upon written request of the Owner or any Assignee, the Parties shall execute, in recordable form approved by the Parties (which approvals shall not be unreasonably withheld or delayed), a release of the Owner's or Assignee's obligations under this Agreement if the Owner or Assignee has satisfied its obligations under this Agreement. The Parties further agree to execute, from time to time upon the written request of the Owner, any title company, or any owner of property for which a final plat has been approved and filed, a release or other appropriate instrument consistent with the intent of Section 26.e. and in recordable form approved by the Parties, which approvals will not be unreasonably withheld or delayed.


c. Estoppel Certificates. From time to time upon written request of the Owner or any Assignee, the Parties will execute a written estoppel certificate identifying any obligations of the Owner or Assignee under this Agreement that are in default or, with the giving of notice or passage of time, would be in default; and stating, to the extent true, that to the best knowledge and belief of the Parties, the Owner or Assignee is in compliance with its duties and obligations under this Agreement.

28. EXHIBITS. The following exhibits are attached hereto and incorporated herein as a part of this Agreement.


- Exhibit A: Developer Improvements
- Exhibit B: TIRZ Improvements
- Exhibit C: PID Improvements
- Exhibit D: Metes and Bounds Description of the District Land
- Exhibit E: Location Map for Park Property
- Exhibit F: Location of Lake
- Exhibit G: City Lots
- Exhibit H: Canoe Launch Area

ATTEST:

CITY OF ARLINGTON, TEXAS

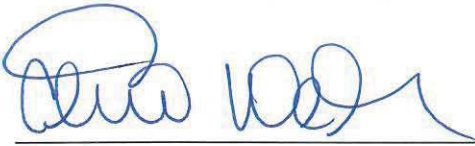


City Secretary

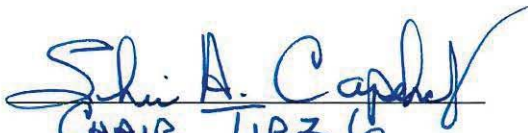
By: 
Title: DCM
Date: 6.12.17

APPROVED AS TO FORM:

TAX INCREMENT REINVESTMENT ZONE
NUMBER SIX, ARLINGTON, TEXAS

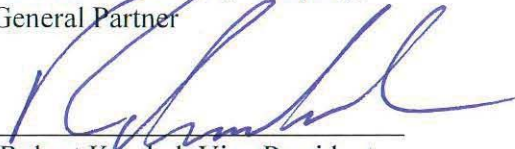


City Attorney

By: 
Title: CHAIR TIRZ 6
Date: 13 JUNE 2017

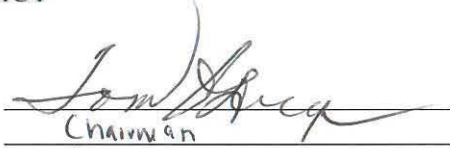
VIRIDIAN HOLDINGS, LP
A Delaware limited partnership

By: Johnson Viridian GP, LLC
a Texas limited liability company,
its General Partner

By: 
Robert Kembel, Vice President

Date: 6-6-2017

VIRIDIAN MUNICIPAL MANAGEMENT
DISTRICT

By: 
Title: Chairman
Date: 6-6-17

The undersigned, B. Barney Baker, executes this Agreement as a lender to the Owner for the sole purpose of evidencing the subordination of its security interest to this Agreement and the parties to the Agreement hereby acknowledge and agree that while B. Barney Baker has agreed to subordinate its security interest, by executing this Agreement, B. Barney Baker does not assume any obligations to perform on behalf of Owner under this Agreement.



B. Barney Baker

Date: 5-18-2017

EXHIBIT A

Developer Improvements

DESCRIPTION OF IMPROVEMENTS		OWNERSHIP	MAINTENANCE	ESTIMATED COST (Excluding Maintenance)
Roadway infrastructure, sidewalks, and alleys, regional trails and road improvements related to quiet crossings	Roadway infrastructure (including, but not limited to, paving and related drainage of residential and non-residential streets, medians, roundabouts, utility duct banks, and other similar street-related improvements between back-of-curb and back-of-curb)	District, except as otherwise provided in Section 5 of this Agreement	District, except as otherwise provided in Section 5 of this Agreement	\$536,932
	Sidewalks	City	City, except that non-standard sidewalks shall be maintained by the District.	
	Alley paving	District	District	
	Street sign poles	City	District	
	Street signs	City	City	
	Street light bulbs	City	City	
	Street light poles	City	District	
Landscaping	Landscaping along public streets or ways and in medians	Home owners association and/or District	N/A	\$6,502,211
	Landscaping in public parks and open space areas	Home owners association and/or District	N/A	
Open Space Facilities	Amenity center(s); recreational and sports facilities	Home owners association	N/A	\$16,869,762
Golf Course and Clubhouse	Riverside golf additions and new clubhouse	Private	Private	\$5,681,791
Developer Reimbursement Interest and capital cost				\$74,684,142
Landscape Maintenance		Home owners association	Home owners association	\$4,729,222

DESCRIPTION OF IMPROVEMENTS		OWNERSHIP	MAINTENANCE	ESTIMATED COST (Excluding Maintenance)
Archeology and Land	Exhibits and Preserves	District	District	\$79,484,083
Costs of Permitting and Redevelopment Fees				\$170,234
Advertising and Promotion				\$10,768,994
Overhead Costs				\$41,894,944
Cost Inflation				4,275,285
TOTAL				\$245,597,600

Exhibit B

TIRZ Improvements (includes Developer and Non-developer TIRZ Costs)

DESCRIPTION OF IMPROVEMENTS		OWNERSHIP	MAINTENANCE	ESTIMATED COST (Excluding Maintenance)
Roadway Infrastructure, sidewalks, and Alleys, regional trails, and improvements related to quiet crossings or other road related as allowed by the Act	Roadway infrastructure (including, but not limited to, paving and drainage of residential and non-residential streets, medians, roundabouts, utility duct banks, and other similar street-related improvements between back-of-curb and back-of-curb) and maintenance land and facilities	District, except as otherwise provided in Section 5 of this Agreement	District, except as otherwise provided in Section 5 of this Agreement	\$83,983,403
	Street light bulbs	City	City	
	Street light poles	City	District	
	Sidewalks	City	City, except that non-standard sidewalks shall be maintained by the District.	
	Street sign poles	City	District	
	Street signs	City	City	
Water and Sewer Utility Improvements	On-site water and sewer improvement (including, but not limited to, water mains and a metering station)	City	City	\$40,426,182
Utility Infrastructure and roads and improvements in aid of roads as allowed by the Act	Land and improvements for infrastructure maintenance facilities	District	District	\$3,000,000
Erosion Control	On-site erosion control not related to specific project	District	District	\$162,481

DESCRIPTION OF IMPROVEMENTS		OWNERSHIP	MAINTENANCE	ESTIMATED COST (Excluding Maintenance)
Drainage Improvements and public landscaping, hardscape, wetlands, restoration, mitigation, and other improvements in the flood control and mitigation areas or other	Storm drainage improvements specific to street drainage (excluding slotted drains and grate inlets in alleyways, outfall structures, ponds and lakes, drainage structures and lines draining into or located under ponds and lakes, and other drainage amenities that will be owned and maintained by the District).	District except as provided in Section 5 of this Agreement	District except as provided in Section 5 of this Agreement	\$148,329,587

DESCRIPTION OF IMPROVEMENTS		OWNERSHIP	MAINTENANCE	ESTIMATED COST (Excluding Maintenance)
	Storm drainage improvements consisting of slotted drains and grate inlets (including their laterals), outfall structures, ponds and lakes, drainage structures and lines draining into or located under ponds and lakes, and other drainage amenities	District	District	
	Floodplain reclamation related improvements and land (including, but not limited to, creation of lakes)	District	District	
	Storm water treatment facilities (identified as a best management practice(s) for storm water quality in the accepted storm water management site plan and associated easements and land	District	District	
Water Wells/Lift Stations	Water wells or other irrigation related improvements and land	District	District	\$5,479,817
	Lift stations	City	City with reimbursement of maintenance cost to be paid to the City from the District due within 90 days of invoice	
	Metering stations	TRA	TRA	
Public Landscaping	Landscaping along public streets or other public ways and in medians	District	District	\$9,688,484
Mobility related projects	Off-site roadway or traffic-related improvements to improve mobility (including, but not limited to, quiet crossings, improvements to Collins Street, as well as signalization improvements, turn lane improvements, street widenings, and	City/TxDOT	City/TxDOT	\$41,372,134

DESCRIPTION OF IMPROVEMENTS	OWNERSHIP	MAINTENANCE	ESTIMATED COST (Excluding Maintenance)
intersection improvements)			
Viridian Boulevard at Collins Street intersection improvements	City	City	
Blue Lake Boulevard at Collins Street intersection improvements	TxDOT	City	
Street segment identified as Birds Fort Trail at Collins Street intersection improvements	TxDOT	City	
Collins Street at Green Oaks Boulevard intersection improvements	TxDOT	City	
Signalization at River Legacy entrance on Collins Street	TxDOT	City	
Public parking facilities	District, except as otherwise provided in Section 5 of this Agreement	District, except as otherwise provided in Section 5 of this Agreement	
Cultural Facilities	City or District	City or District	\$12,660,000
Enhanced Open Space Facilities	District	District	\$2,000,000
Developer Reimbursement Interest (10 years at 5%)			\$10,000,000
VMMD Operating Subsidies			\$4,291,000
Organizational Costs, District Creation and Administration			\$500,000
Costs of Permitting and Related Development Fees			\$100,000
Total			\$361,993,088

Exhibit C

PID Improvements

DESCRIPTION OF IMPROVEMENTS		OWNERSHIP	MAINTENANCE	ESTIMATED COST (Excluding Maintenance)
Public Landscaping and improvements defined in Viridian Public Improvements and allowed by the act	Landscaping along streets or other public ways and in medians	District	District	\$25,560,246
	Landscaping in parks and other open space areas accessible to the general public	District, unless certain areas are dedicated to and accepted by the City, in which case the City will own the landscaping within those areas.	District, unless certain areas are dedicated to and accepted by the City, in which case the City will maintain the landscaping within those areas.	
	Landscaping of public open space surrounding extending or planned gas wells	District	District	
	Landscaping on the site of the publicly-owned Republic Landfill	City	District	
Fire station (permanent) and related equipment		City	City	\$3,650,000
Fire station (temporary)		District	City	\$1,150,175
Advertising and Promotion		N/A	N/A	\$4,756,190
Total				\$35,116,611

EXHIBIT D
LEGAL DESCRIPTION
VIRIDIAN MUNICIPAL MANAGEMENT DISTRICT (VMMD)

TRACT ONE:

Being a 2,147.12 acre tract of land situated in the William Jenkins Survey, Abstract No.856, Samuel Kephart Survey, Abstract No.891, Thomas D. Newton Survey, Abstract No. 1164, Jehu Condra Survey, Abstract No. 347, E. Jones Survey, Abstract No. 842, J.J. Goodfellow Survey, Abstract No. 1904, Norman Underwood Survey, Abstract No. 1582, Jefferson Estill Survey, Abstract No. 491, John Childress Survey, Abstract No. 249, Jonathan Brown Survey, Abstract No. 109, James & DC Swan Survey, Abstract No. 1995, Patrick G. Dalton Survey, Abstract No. 414, Madison Coleman Survey, Abstract No. 380 and the Thomas Dalton Survey, Abstract No. 402, Tarrant County, Texas, and being all of a tract of land, conveyed Viridian Holdings, LP., as recorded in Document No. D215157108, and a portion of a tract of land conveyed to Viridian Holdings, LP., as recorded in Document No. D215157350, and all of a tract of land conveyed to Viridian Holdings, LP., as recorded in Document No. D216107369, County Clerk Records, Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at a found 1/2 inch iron rod for corner, said point being the most northwesterly corner of said Tract 1, and being in the existing east right-of-way line of North Collins Street (FM 157) (having a variable width R.O.W.);

THENCE North 89°30'35" East, a distance of 2454.47 feet to a point for corner;

THENCE North 00°29'38" West, a distance of 604.03 feet to a point for corner;

THENCE North 89°18'20" East, a distance of 2653.20 feet to a point for corner;

THENCE North 00°53'56" West, a distance of 819.08 feet to a point for corner;

THENCE South 89°36'15" East, a distance of 21.13 feet to a point for corner;

THENCE North 00°04'49" West, a distance of 478.14 feet to a point for corner;

THENCE North 00°26'37" West, a distance of 199.82 feet to a point for corner;

THENCE North 89°18'30" East, a distance of 24.99 feet to a point for corner;

THENCE North 04°18'52" East, a distance of 274.80 feet to a point for corner;

THENCE North 21°41'09" West, a distance of 121.28 feet to a point for corner, for the beginning of a non-tangent curve to the left having a radius of 308.76 feet and a central angle of 1°52'31" and a long chord which bears North 22°48'49" West, 10.11 feet;

THENCE along said non-tangent curve to the left an arc distance of 10.11 feet to a point for corner;

THENCE North $00^{\circ}26'37''$ West, a distance of 4.75 feet to a point for corner;

THENCE North $73^{\circ}44'45''$ East, a distance of 189.46 feet to a point for corner;

THENCE North $16^{\circ}15'15''$ West, a distance of 50.00 feet to a point for corner;

THENCE North $73^{\circ}44'45''$ East, a distance of 4247.64 feet to a point for corner, for the beginning of a tangent curve to the right having a radius of 11359.20 feet, a central angle of $5^{\circ}45'07''$, and a long chord which bears North $76^{\circ}37'19''$ East, 1139.88 feet;

THENCE along said tangent curve to the right, an arc distance of 1140.36 feet to a point for corner;

THENCE South $00^{\circ}25'11''$ West, a distance of 102.37 feet to a point for corner;

THENCE North $82^{\circ}01'28''$ East, a distance of 121.32 feet to a point for corner;

THENCE South $00^{\circ}25'43''$ West, a distance of 46.35 feet to a point for corner, for the beginning of a non-tangent curve to the right having a radius of 11209.22 feet and a central angle of $1^{\circ}51'57''$, and a long chord which bears North $80^{\circ}48'30''$ East, 365.00 feet;

THENCE along said non-tangent curve to the right an arc distance of 365.01 feet to a point for corner;

THENCE North $88^{\circ}34'22''$ East, a distance of 376.98 feet to a point for corner;

THENCE South $02^{\circ}25'03''$ East, a distance of 57.59 feet to a point for corner;

THENCE North $87^{\circ}39'05''$ East, a distance of 486.25 feet to a point for corner;

THENCE South $02^{\circ}17'09''$ East, a distance of 160.00 feet to a point for corner;

THENCE North $87^{\circ}35'07''$ East, a distance of 140.04 feet to a point for corner;

THENCE South $01^{\circ}42'54''$ West, a distance of 85.74 feet to a point for corner;

THENCE North $56^{\circ}55'53''$ East, a distance of 166.30 feet to a point for corner;

THENCE South $01^{\circ}56'52''$ West, a distance of 275.02 feet to a point for corner;

THENCE South $89^{\circ}54'17''$ East, a distance of 282.16 feet to a point for corner;

THENCE South $00^{\circ}02'35''$ East, a distance of 49.63 feet to a point for corner;

THENCE North 59°53'49" West, a distance of 58.57 feet to a point for corner;
THENCE South 66°31'15" West, a distance of 218.37 feet to a point for corner;
THENCE South 21°17'39" West, a distance of 172.36 feet to a point for corner;
THENCE South 16°32'31" West, a distance of 128.04 feet to a point for corner;
THENCE South 05°42'04" West, a distance of 125.46 feet to a point for corner;
THENCE South 20°43'09" West, a distance of 194.10 feet to a point for corner;
THENCE South 25°49'06" East, a distance of 230.16 feet to a point for corner;
THENCE South 42°48'19" East, a distance of 281.46 feet to a point for corner;
THENCE South 39°04'10" East, a distance of 105.83 feet to a point for corner;
THENCE South 18°02'35" East, a distance of 185.16 feet to a point for corner;
THENCE South 24°28'34" East, a distance of 148.45 feet to a point for corner;
THENCE South 07°17'22" West, a distance of 129.87 feet to a point for corner;
THENCE South 27°48'33" West, a distance of 127.36 feet to a point for corner;
THENCE South 54°43'28" West, a distance of 85.96 feet to a point for corner;
THENCE South 88°29'00" West, a distance of 255.06 feet to a point for corner;
THENCE South 67°29'18" West, a distance of 108.40 feet to a point for corner;
THENCE South 41°03'02" West, a distance of 125.39 feet to a point for corner;
THENCE South 01°42'06" West, a distance of 76.95 feet to a point for corner;
THENCE South 18°59'00" East, a distance of 73.00 feet to a point for corner;
THENCE South 43°11'32" East, a distance of 273.62 feet to a point for corner;
THENCE South 13°24'34" East, a distance of 97.67 feet to a point for corner;
THENCE South 06°41'43" West, a distance of 186.01 feet to a point for corner;
THENCE South 27°53'06" West, a distance of 118.42 feet to a point for corner;

THENCE South 87°34'46" West, a distance of 106.09 feet to a point for corner;
THENCE North 53°06'51" West, a distance of 305.31 feet to a point for corner;
THENCE North 73°50'14" West, a distance of 241.21 feet to a point for corner;
THENCE North 80°32'48" West, a distance of 206.34 feet to a point for corner;
THENCE South 77°03'44" West, a distance of 119.64 feet to a point for corner;
THENCE South 06°03'53" West, a distance of 115.88 feet to a point for corner;
THENCE South 25°21'47" East, a distance of 148.13 feet to a point for corner;
THENCE South 18°03'48" East, a distance of 145.50 feet to a point for corner;
THENCE South 08°19'02" East, a distance of 200.65 feet to a point for corner;
THENCE South 03°07'57" East, a distance of 302.24 feet to a point for corner;
THENCE South 12°52'56" East, a distance of 345.58 feet to a point for corner;
THENCE South 00°18'59" East, a distance of 212.01 feet to a point for corner;
THENCE South 08°09'23" West, a distance of 708.08 feet to a point for corner;
THENCE South 10°23'56" West, a distance of 388.71 feet to a point for corner;
THENCE South 14°29'51" West, a distance of 541.65 feet to a point for corner;
THENCE North 76°58'40" West, a distance of 473.01 feet to a point for corner;
THENCE South 33°23'06" West, a distance of 289.17 feet to a point for corner;
THENCE South 34°37'32" East, a distance of 407.97 feet to a point for corner;
THENCE South 64°32'17" East, a distance of 379.31 feet to a point for corner;
THENCE South 15°08'13" East, a distance of 165.15 feet to a point for corner;
THENCE South 15°22'09" West, a distance of 156.45 feet to a point for corner;
THENCE South 27°21'13" West, a distance of 619.00 feet to a point for corner;
THENCE North 64°52'44" West, a distance of 204.80 feet to a point for corner;

THENCE North 65°50'06" West, a distance of 410.22 feet to a point for corner;
THENCE South 06°14'00" West, a distance of 970.00 feet to a point for corner;
THENCE North 86°46'00" West, a distance of 250.00 feet to a point for corner;
THENCE North 49°31'00" West, a distance of 540.00 feet to a point for corner;
THENCE South 64°04'00" West, a distance of 234.19 feet to a point for corner;
THENCE South 05°16'06" West, a distance of 468.44 feet to a point for corner;
THENCE South 00°34'24" East, a distance of 16.79 feet to a point for corner;
THENCE South 88°58'19" East, a distance of 32.08 feet to a point for corner;
THENCE South 02°16'06" East, a distance of 397.40 feet to a point for corner;
THENCE South 12°16'54" West, a distance of 352.90 feet to a point for corner;
THENCE South 54°02'24" West, a distance of 321.40 feet to a point for corner;
THENCE South 87°34'54" West, a distance of 808.40 feet to a point for corner;
THENCE South 38°01'24" West, a distance of 177.80 feet to a point for corner;
THENCE North 89°49'36" West, a distance of 33.51 feet to a point for corner;
THENCE South 23°49'36" East, a distance of 382.60 feet to a point for corner;
THENCE South 11°48'24" West, a distance of 799.97 feet to a point for corner;
THENCE South 11°41'36" East, a distance of 719.99 feet to a point for corner;
THENCE South 49°48'24" West, a distance of 759.96 feet to a point for corner;
THENCE South 83°48'24" West, a distance of 389.98 feet to a point for corner;
THENCE South 66°18'24" West, a distance of 559.97 feet to a point for corner;
THENCE North 53°11'36" West, a distance of 889.97 feet to a point for corner;
THENCE North 81°11'36" West, a distance of 249.99 feet to a point for corner;
THENCE South 28°48'24" West, a distance of 319.99 feet to a point for corner;

THENCE South 03°11'36" East, a distance of 491.39 feet to a point for corner;
THENCE South 39°48'24" West, a distance of 422.87 feet to a point for corner;
THENCE North 89°47'47" West, a distance of 360.87 feet to a point for corner;
THENCE North 00°00'24" West, a distance of 139.47 feet to a point for corner;
THENCE North 16°09'13" West, a distance of 289.11 feet to a point for corner;
THENCE North 47°34'01" West, a distance of 125.88 feet to a point for corner;
THENCE South 80°05'07" West, a distance of 248.13 feet to a point for corner;
THENCE South 76°25'18" West, a distance of 406.42 feet to a point for corner;
THENCE North 70°18'30" West, a distance of 287.99 feet to a point for corner;
THENCE North 51°13'28" West, a distance of 201.49 feet to a point for corner;
THENCE North 45°04'33" West, a distance of 275.45 feet to a point for corner;
THENCE North 35°46'27" West, a distance of 430.75 feet to a point for corner;
THENCE North 19°06'11" East, a distance of 125.86 feet to a point for corner;
THENCE North 28°06'09" East, a distance of 321.56 feet to a point for corner;
THENCE North 27°33'47" East, a distance of 159.66 feet to a point for corner;
THENCE North 17°19'33" East, a distance of 291.31 feet to a point for corner;
THENCE North 14°14'50" West, a distance of 146.50 feet to a point for corner;
THENCE North 47°59'57" West, a distance of 106.93 feet to a point for corner;
THENCE North 79°53'17" West, a distance of 251.81 feet to a point for corner;
THENCE South 74°17'11" West, a distance of 93.41 feet to a point for corner;
THENCE South 53°29'55" West, a distance of 115.85 feet to a point for corner;
THENCE South 30°26'41" West, a distance of 288.71 feet to a point for corner;
THENCE South 72°16'37" West, a distance of 702.02 feet to a point for corner;

THENCE South $76^{\circ}27'16''$ West, a distance of 291.88 feet to a point for corner;

THENCE South $81^{\circ}27'59''$ West, a distance of 280.75 feet to a point for corner;

THENCE South $77^{\circ}36'21''$ West, a distance of 411.40 feet to a point for corner;

THENCE North $21^{\circ}33'59''$ West, a distance of 147.43 feet to a point for corner;

THENCE North $58^{\circ}28'28''$ East, a distance of 356.72 feet to a point for corner;

THENCE North $77^{\circ}06'36''$ East, a distance of 699.84 feet to a point for corner;

THENCE North $12^{\circ}51'10''$ West, a distance of 240.00 feet to a point for corner;

THENCE South $80^{\circ}19'13''$ West, a distance of 257.68 feet to a point for corner;

THENCE South $58^{\circ}30'28''$ West, a distance of 840.01 feet to a point for corner;

THENCE North $21^{\circ}42'18''$ West, a distance of 109.35 feet to a point for corner, for the beginning of a tangent curve to the right having a radius of 2914.96 feet and a central angle of $0^{\circ}30'36''$ and a long chord which bears North $21^{\circ}56'18''$ West, 25.95 feet;

THENCE along said tangent curve to the right an arc distance of 25.95 feet to a point for corner, for the beginning of a compound curve to the right having a radius of 7572.80 feet and a central angle of $18^{\circ}13'17''$ and a long chord which bears North $09^{\circ}40'45''$ West, 2398.20 feet;

THENCE along said compound curve to the right an arc distance of 2408.33 feet to a point for corner;

THENCE North $00^{\circ}34'23''$ West, a distance of 1010.42 feet to a point for corner, for the beginning of a non-tangent curve to the left having a radius of 7702.81 feet and a central angle of $1^{\circ}39'25''$ and a long chord which bears North $01^{\circ}24'46''$ West, 222.73 feet;

THENCE along said non-tangent curve to the left an arc distance of 222.74 feet to a point for corner;

THENCE North $02^{\circ}00'01''$ East, a distance of 141.04 feet to a point for corner, for the beginning of a non-tangent curve to the left having a radius of 7714.81 feet and a central angle of $4^{\circ}24'13''$ and a long chord which bears North $05^{\circ}26'04''$ West, 592.80 feet;

THENCE along said non-tangent curve to the left an arc distance of 592.95 feet to a point for corner, for the beginning of a reverse curve to the right having a radius of 98.00 feet, a central angle of $28^{\circ}43'26''$, and a long chord which bears North $22^{\circ}16'41''$ West, 48.62 feet;

THENCE along said reverse curve to the right, an arc distance of 49.13 feet to a point for corner,

for the beginning of a reverse curve to the left having a radius of 7702.81 feet, a central angle of 6°29'03", and a long chord which bears North 11°15'19" West, 871.25 feet;

THENCE along said reverse curve to the left, an arc distance of 871.71 feet to a point for corner;

THENCE North 14°29'44" West, a distance of 200.89 feet to a point for corner;

THENCE North 09°39'23" West, a distance of 142.48 feet to a point for corner;

THENCE North 14°31'04" West, a distance of 508.91 feet to a point for corner, for the beginning of a tangent curve to the right having a radius of 98.00 feet and a central angle of 28°54'05" and a long chord which bears North 28°30'51" West, 48.91 feet;

THENCE along said tangent curve to the right an arc distance of 49.43 feet to a point for corner, for the beginning of a compound curve to the right having a radius of 7572.90 feet, a central angle of 3°11'42", and a long chord which bears North 12°29'55" West, 422.24 feet;

THENCE along said compound curve to the right, an arc distance of 422.30 feet to a point for corner;

THENCE South 89°35'25" East, a distance of 30.77 feet to a point for corner, for the beginning of a non-tangent curve to the right having a radius of 7542.79 feet and a central angle of 1°33'03", and a long chord which bears North 10°09'45" West, 204.17 feet;

THENCE along said non-tangent curve to the right an arc distance of 204.18 feet to the POINT OF BEGINNING and CONTAINING 93,528,751 square feet, 2,147.12 acres of land, more or less.

"Save & Except" from Tract I the following tract:

Being a 110.97 acre tract of land situated in the Samuel Kephart Survey, Abstract No. 891 and the Thomas D. Newton Survey, Abstract No. 1164, City of Arlington, Tarrant County, Texas, and being all of a called 110.97 acre tract of land, described as the "save and except" tract in a deed to Viridian Holdings, LP., as recorded in Document No. D215157108, County Clerk Records, Tarrant County, Texas. Said 110.97 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a found railroad spike for an inside ell corner of aforesaid 2,147.12 acre tract and being the southeast corner of a tract of land conveyed to Don G. and Rita J. Winn Trust, as recorded in Document No. D207016971, County Clerk Records, Tarrant County, Texas;

THENCE South 00°56'38" East, a distance of 855.96 feet to a found 3/4 inch iron rod, for the northeast corner of aforesaid 110.971 acre tract, being the POINT OF BEGINNING;

THENCE South 00°46'51" East, a distance of 2342.37 feet to a found 1 inch square tube for the inside ell corner of aforesaid 110.97 acre tract;

THENCE South 68°32'34" East, a distance of 282.28 feet to a found 1/2 inch iron rod for corner;

THENCE South 86°00'45" East, a distance of 185.98 feet to a found 1/2 inch iron rod for corner

THENCE South 88°03'37" East, a distance of 241.41 feet to a found 3/4 inch iron rod for corner;

THENCE North 49°31'08" East, a distance of 285.94 feet to a found 5/8 inch iron rod with a yellow cap stamped "Carter Burgess" for corner;

THENCE South 89°49'20" East, a distance of 136.26 feet to a found 1/2 inch iron rod for corner;

THENCE South 02°31'12" East, a distance of 255.86 feet to a found 1/2 inch iron rod with a yellow cap stamped "Brittain & Crawford" for corner;

THENCE South 32°22'38" West, a distance of 222.96 feet to a found 1 inch iron rod for corner;

THENCE South 46°01'29" West, a distance of 277.26 feet to a found 1/2 inch iron rod with a yellow cap stamped "Brittain & Crawford" for corner;

THENCE South 88°56'31" West, a distance of 744.44 feet to a found 1/2 inch iron rod with a yellow cap stamped "Brittain & Crawford" for corner;

THENCE South 89°27'53" West, a distance of 277.94 feet to a found 1/2 inch iron rod for corner;

THENCE North 55°45'57" West, a distance of 805.23 feet to a found 1/2 inch iron rod for corner;

THENCE South 89°34'03" West, a distance of 674.35 feet to a found 1/2 inch iron rod with a yellow cap stamped "Brittain & Crawford" for the southwest corner of aforesaid 110.97 acre tract;

THENCE North 00°32'29" West, along the west line of aforesaid 110.97 acre tract, a distance of 2520.73 feet to a found 2 inch iron pipe, for the northwest corner of said 110.97 acre tract;

THENCE South 88°46'50" East, along the north line of aforesaid 110.97 acre tract, a distance of 1618.96 feet to the POINT OF BEGINNING and CONTAINING 4,833,906 square feet or 110.97 acres of land, more or less.

TRACT 2:

Being a 45.251 acre tract of land situated in the Patrick G. Dalton Survey, Abstract No. 414, and the William Jenkins Survey, Abstract No. 856, City of Arlington, Tarrant County, Texas, and being a portion of tract of land, conveyed to Viridian Holdings, L.P., as recorded in Document No. D215157350, County Clerk Records, Tarrant County, Texas. Said 45.251 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with a plastic cap stamped "Brittain & Crawford" found for the north corner of aforesaid 45.251 acre tract and being on the west right-of-way of F.M. 157 (a variable width right-of-way) and on the east right-of-way of Old F.M. 157 (a variable width right-of-way now closed) and being the beginning of a non-tangent curve to the left having a central angle of $04^{\circ}11'08''$, a radius of 7702.79 feet, a chord bearing of South $12^{\circ}27'30''$ East, and a chord length of 562.59 feet;

THENCE along the east line of aforesaid 45.251 acre tract and the common west right-of-way of F.M. 157 the following courses and distances:

along said non-tangent curve to the left, an arc length of 562.71 feet, to a concrete right-of-way monument with an aluminum disc found for corner;

South $14^{\circ}29'51''$ East, a distance of 843.12 feet to a concrete right-of-way monument with an aluminum disc found for corner, and being the beginning of a non-tangent curve to the right having a central angle of $13^{\circ}56'23''$, a radius of 7572.81 feet, a chord bearing of South $07^{\circ}32'07''$ East, and a chord length of 1837.89 feet;

along said non-tangent curve to the right, an arc length of 1842.43 feet, to a concrete right-of-way monument with an aluminum disc found for corner;

South $00^{\circ}32'59''$ East, a distance of 1011.25 feet to a concrete right-of-way monument with an aluminum disc found for corner and being the beginning of a non-tangent curve to the left having a central angle of $11^{\circ}20'40''$, a radius of 7702.80 feet, a chord bearing of South $06^{\circ}14'20''$ East, and a chord length of 1522.65 feet;

along said non-tangent curve to the left, an arc length of 1525.14 feet, to a 1/2 inch iron rod found for the southeast corner of aforesaid 45.251 acre tract;

THENCE South $82^{\circ}46'55''$ West, along the south line of aforesaid 45.251 acre tract, a distance of 24.91 feet to a 1/2 inch iron rod found for the southwest corner of said 45.251 acre tract and being on the east right-of-way of aforesaid old F.M. 157;

THENCE along the west line of aforesaid 45.251 acre tract and the common east right-of-way of aforesaid old F.M. 157 the following courses and distances:

North $21^{\circ}51'02''$ West, a distance of 1508.74 feet to a 1/2 inch iron rod with a plastic cap stamped "Brittain & Crawford" found for corner and being the beginning of a non-tangent curve to the right having a central angle of $21^{\circ}16'14''$, a radius of 1860.00 feet, a chord bearing of North $11^{\circ}18'12''$ West, and a chord length of 686.55 feet;

along said non-tangent curve to the right, an arc length of 690.50 feet, to a 1/2 inch iron rod with a plastic cap stamped "Brittain & Crawford" found for corner;

North $00^{\circ}40'04''$ West, a distance of 3343.13 feet to a 1/2 inch iron rod with a plastic cap stamped "Brittain & Crawford" found for corner;

North 02°08'14" East, a distance of 299.32 feet to the POINT OF BEGINNING and CONTAINING 1,971,112 square feet or 45.251 acres of land, more or less.

TRACT 3:

Being a 1.996 acre tract of land situated in the Patrick G. Dalton Survey, Abstract No. 414, City of Arlington, Tarrant County, Texas, and being a portion of tract of land, conveyed to Viridian Holdings, LP., as recorded in Document No. D215157350, County Clerk Records, Tarrant County, Texas. Said 1.996 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2 inch iron rod for corner, said point being the north corner of said Tract 3, and being in the west right-of-way line of Old FM 157 (a variable width R.O.W. now closed);

THENCE South 21° 50'34" East, along the northeast line of aforesaid 1.996 acre tract and the common southwest right-of-way of aforesaid Old F.M.157, a distance of 843.24 feet to a 1/2 inch iron rod with a plastic cap stamped "Brittain & Crawford" found for the southeast corner of said 1.996 acre tract;

THENCE South 82°43'04" West, along the south line of aforesaid 1.996 acre tract and the north line of a called 22.05 acre tract of land conveyed to the City of Arlington by deed recorded in Volume 15590, Page 18, Deed Records, Tarrant County, Texas, a distance of 213.06 feet to a 1/2 inch iron rod with a plastic cap stamped "Brittain & Crawford" found for the southwest corner of said 1.996 acre tract and the inside ell corner of said 22.05 acre tract;

THENCE North 07°12' 25" West, along the west line of aforesaid 1.996 acre tract and the common east line of aforesaid 22.05 acre tract, a distance of 816.16 feet to the POINT OF BEGINNING and CONTAINING 89,947 square feet or 1.996 acres of land, more or less.

UNOFFICIAL COPY

Parcel No. 34E-Part 1
Highway F.M. 157
CSJ 0747-03-052
November 16, 1999
Page 1 of 2

EXHIBIT F

BEING a 4.477 hectare (11.062 acre) tract of land situated in the WILLIAM JENKINS SURVEY, Abstract No. 856, City of Arlington, Tarrant County, Texas, being part of a called tract conveyed to Arlington Lakes, L.P., by deed recorded in Volume 13466, Page 419, Deed Records of Tarrant County, Texas, and being more particularly described as follows:

COMMENCING at right-of-way marker found in the proposed West right-of-way line of F.M. 157, said marker being 19.812 meters (65.00 feet) West and at a right angle to the centerline survey station 15+531.384 of said F.M. 157;

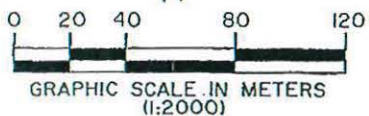
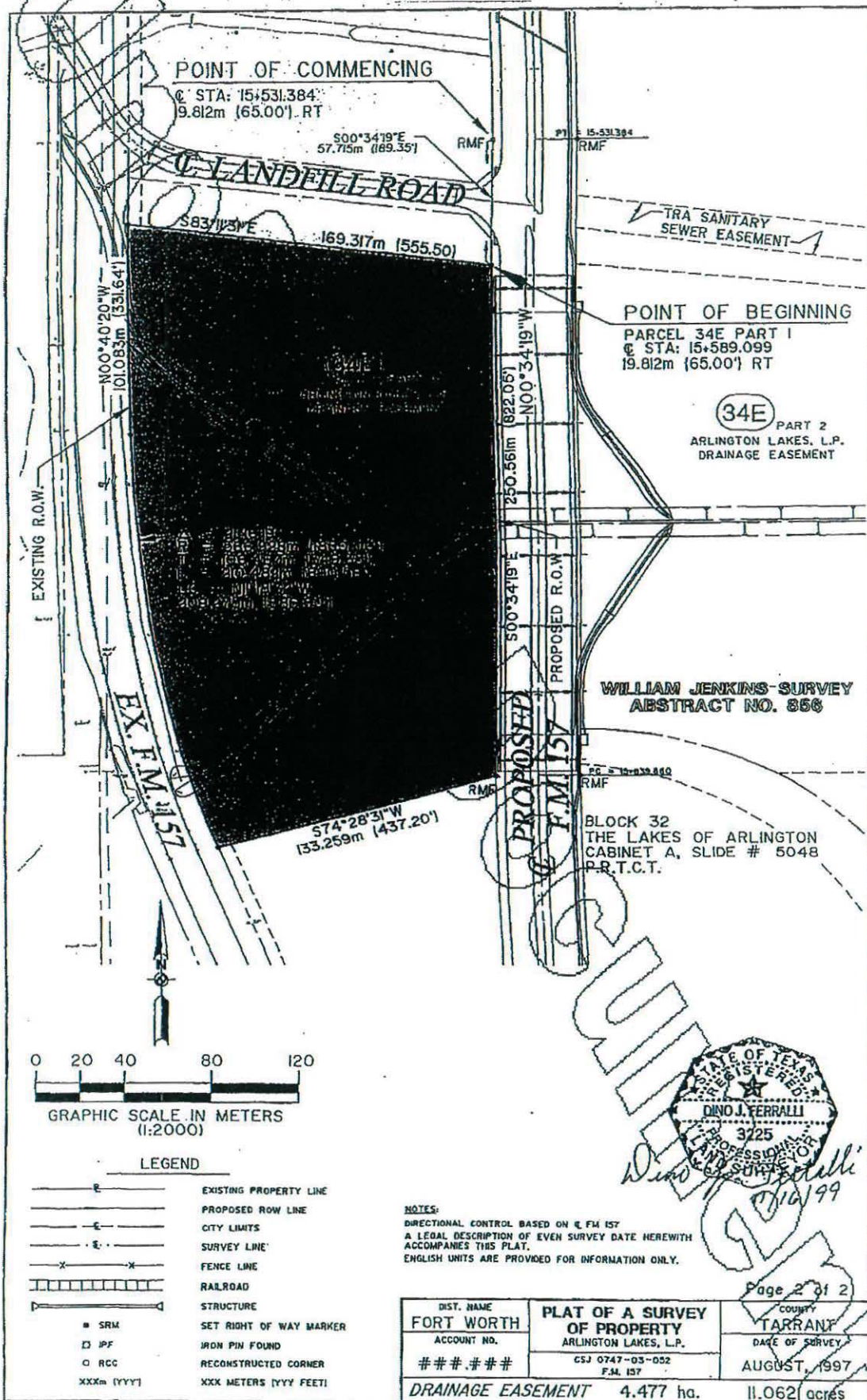
- 1) THENCE S 00°34'19" E, a distance of 57.715 meters (189.35 feet) along the proposed West right-of-way line of F.M.157 to a point, being the POINT OF BEGINNING;
- 2) THENCE S 00°34'19" E, a distance of 250.561 meters (822.05 feet) along the proposed West right-of-way line of F.M. 157 to a right-of-way marker found for corner;
- 3) THENCE S 74°28'31" W, a distance of 133.259 meters (437.20 feet) to a point for corner in the existing East right-of-way line of F.M. 157, said point being the beginning of a curve to the right having a radius of 566.928 meters (1860.00 feet), a central angle of 21°16'19" and whose long chord bears N 11°18'32" W, a distance of 209.275 meters (686.60 feet);
- 4) THENCE Northwesterly, along said curve to the right and said existing right-of-way line, an arc distance of 210.482 meters (690.56 feet) to a point;
- 5) THENCE N 00°40'20" W, along said existing right-of-way line, a distance of 191.083 meters (331.64 feet) to the POINT OF BEGINNING and containing 4.477 hectares (11.062 acres) of land more or less.

NOTE: Directional control is based on the centerline of proposed F.M. 157.

NOTE: Plat to accompany this legal description.

Dino J. Ferralli
 3225
 PROFESSIONAL SURVEYOR
 STATE OF TEXAS
 4/18/99

EXHIBIT F



LEGEND

	EXISTING PROPERTY LINE
	PROPOSED ROW LINE
	CITY LIMITS
	SURVEY LINE
	FENCE LINE
	RAILROAD
	STRUCTURE
	SRM SET RIGHT OF WAY MARKER
	IPF IRON PIN FOUND
	RCC RECONSTRUCTED CORNER
	XXX METERS (YYY FEET)

NOTES:
 DIRECTIONAL CONTROL BASED ON E.F.M. 157
 A LEGAL DESCRIPTION OF EVEN SURVEY DATE HEREWITH
 ACCOMPANIES THIS PLAT.
 ENGLISH UNITS ARE PROVIDED FOR INFORMATION ONLY.



Page 2 of 2

DIST. NAME FORT WORTH	PLAT OF A SURVEY OF PROPERTY ARLINGTON LAKES, L.P.	COUNTY TARRANT
ACCOUNT NO. ###.###	CSJ 0747-03-052 F.M. 157	DATE OF SURVEY AUGUST, 1997
DRAINAGE EASEMENT 4.477 ha.		11.062 acres

BASIS OF BEARING IS CITY OF ARLINGTON GPS MONUMENTATION BASED ON TEXAS STATE PLANE COORDINATE SYSTEM (SURFACE)

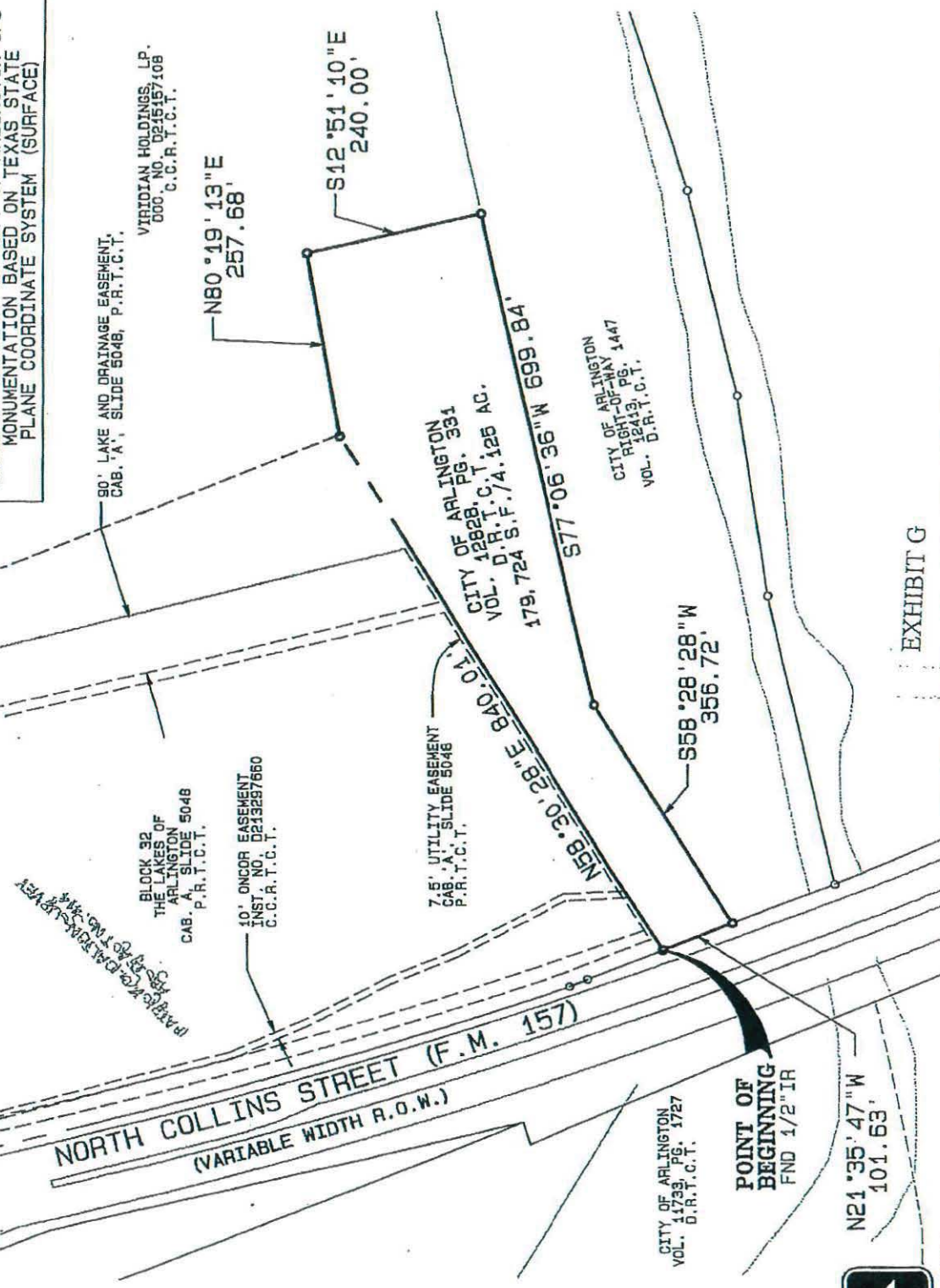


EXHIBIT G

BEING 4.125 AC. TRACT OF LAND SITUATED IN THE

PATRICK G. DALTON SURVEY ABSTRACT NO. 414

CITY OF ARLINGTON, TARRANT COUNTY, TEXAS

MARCH 2016



SCALE 1" = 200'

Graham Associates, Inc. CONSULTING ENGINEERS & PLANNERS 600 SIX FLAGS DRIVE, SUITE 500 ARLINGTON, TEXAS 76011 (817) 640-5535 TYPE FIRM: F-1181/TBPLS FIRM: 101636-00



EXHIBIT G
BEING 4.125 AC. TRACT OF LAND
SITUATED IN THE
PATRICK G. DALTON SURVEY
ABSTRACT NO. 414
CITY OF ARLINGTON, TARRANT COUNTY, TEXAS

Being a 4.125 acre tract of land situated in the Patrick G. Dalton Survey, Abstract No. 414, Tarrant County, Texas and being all of a tract of land conveyed to the City of Arlington, as recorded in Volume 12828, Page 331, Deed Records, Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at a found 1/2 inch iron rod for corner, said point being the northwest corner of said City of Arlington tract, and being the southwest corner of Block 32, The Lakes of Arlington, as recorded in Cabinet A, Slide 5048. Plat Records, Tarrant County, Texas, and also being the in existing east right-of-way line of North Collins Street (F.M.157) (having a variable width R.O.W.);

THENCE North 58°30'28" East, leaving said existing east right-of-way line, and along the north line of said City of Arlington tract, a distance of 840.01 feet to a point for corner;

THENCE North 80°19'13" East, continuing along said north line, a distance of 257.68 feet to a point for corner, said point being the northeast corner of said City of Arlington tract;

THENCE South 12°51'10" East, a distance of 240.00 feet to a point for corner, said point being the southeast corner of said City of Arlington tract;

THENCE South 77°06'36" West, along the south line of said City of Arlington tract, a distance of 699.84 feet to a point for corner;

THENCE South 58°28'28" West, continuing along said south line, a distance of 356.72 feet to a point for corner, said point being in the existing east right-of-way line of said North Collins Street;

THENCE North 21°35'47" West, leaving said south line, and along said existing east right-of-way line, a distance of 101.63 feet to the POINT OF BEGINNING and CONTAINING 179,724 square feet, 4.125 acres of land, more or less.



PRELIMINARY

This document shall not be recorded for any purpose.

EXHIBIT G

TRACT NO. 8
NORTH PARKING FACILITY
DESCRIPTION

BEING all that certain tract or parcel of land situated in the J. BURNETT SURVEY, Abstract No. 178, in Tarrant County, Texas, and being out of a 125.567 acre tract of land described in deed to Metrovest Partners, Ltd., recorded in Volume 10994, Page 1085 of the Deed Records of Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at the northeast corner of said 125.567 acre tract of land, being on the south right-of-way of the C.R.I. and P. RR (300' R.O.W.);

THENCE S 02°31'36" W, departing said right-of-way along the east line of said tract, a distance of 384.26 feet to a corner;

THENCE S 57°22'39" W, departing the east line of said tract, a distance of 166.38 feet to a corner;

THENCE N 02°31'36" E, a distance of 85.58 feet to a corner;

THENCE S 88°14'15" W, a distance of 140.32 feet to a corner;

THENCE N 01°45'45" W, a distance of 160.00 feet to a corner;

THENCE S 88°14'15" W, a distance of 486.29 feet to a corner;

THENCE N 01°45'45" W, a distance of 96.20 feet to a corner, being on a curve to the left whose chord bearing is S 82°21'37" W;

THENCE westerly, along said curve having a central angle of 03°48'00", a radius of 11,209.16 feet, an arc length of 743.28 feet to a corner;

THENCE N 01°01'23" E, a distance of 101.71 feet to a corner on a curve to the right whose chord bearing is N 84°25'56" E, said curve being on the south right-of-way of the C.R.I. and P. R.R.;

THENCE easterly along said right-of-way and curves having a central angle of 07°45'19", a radius of 11,309.16 feet, an arc length of 1,530.74 feet to the POINT OF BEGINNING and containing 293,065 square feet or 6.728 acres of land, more or less.

EXHIBIT G

TRACT NO. 9
NORTH ACCESS TO TRINITY BLVD.
DESCRIPTION

BEING all that certain tract or parcel of land situated in the J. BURNETT SURVEY, Abstract No. 178, Tarrant County, Texas, and being that tract of land described as TRACT II in deed to Metrovest Partners, Ltd., recorded in Volume 10994, Page 1085 of the Deed Records of Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at a ½-inch iron rod at the Northeast corner of Block 1, Post Oak Village, an addition to the City of Fort Worth, Tarrant County, Texas, according to the plat recorded in volume 388-144; Page 66 of the Plat Records of Tarrant County, Texas, said corner being on the south right-of-way line of Trinity Boulevard (a variable width right-of-way);

THENCE S 80°02'12" E, along said south right-of-way line, a distance of 101.28 feet to a ½-inch iron rod at the northwest corner of a tract of land described in deed to the City of Fort Worth recorded in Volume 6653, Page 846 of the Deed Records of Tarrant County, Texas;

THENCE S 00°50'02" W, departing said right-of-way along the west line of said City of Fort Worth tract, a distance of 1,836.23 feet to a ½-inch iron rod at the Southwest corner of Lot 1, Block 1, International Substation Addition to the City of Fort Worth, Tarrant County, Texas, according to the plat recorded in Volume 388-213, Page 59 of the Plat Records of Tarrant County, Texas, and being on the north right-of-way of the Chicago, Rock Island and Gulf Railroad described in deed to the Cities of Dallas and Fort Worth recorded in Volume 7726, Page 1848 of the Deed Records of Tarrant County, Texas, said corner being on a curve to the left whose chord bearing is S 80°32'06" W;

THENCE Southwesterly along said right-of-way and curve having a central angle of 00°30'06", a radius of 11,609.16 feet, and an arc length of 101.64 feet to a ½-inch iron rod at the southeast corner of Block 2 of the aforesaid Post Oak Village Addition;

THENCE N 00°50'02" E, along the east line of said Post Oak Village Addition, a distance of 1,870.47 feet to the PLACE OF BEGINNING and containing 4.254 acres of land, more or less.

EXHIBIT G

TRACT NO. 9(A)
NORTH ACCESS TO TRINITY BLVD.
DESCRIPTION

BEING all that certain tract or parcel of land situated in the J. BURNETT SURVEY, Abstract No. 178, Tarrant County, Texas, and being out of that tract of land described as TRACT I in deed to Metrovest Partners, Ltd., recorded in Volume 10994, Page 1085 of the Deed Records of Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at a ½-inch iron rod at the intersection of the west line of said J. Burnett Survey with the south right-of-way of the Chicago, Rock Island and Gulf Railroad described in deed to the Cities of Dallas and Fort Worth recorded in Volume 7726, Page 1848 of the Deed Records of Tarrant County, Texas, being on a curve to the right whose chord bearing is N 80°14'43" E;

THENCE Northeasterly along said right-of-way and curve having a central angle of 00°37'08", a radius of 11,309.16 feet, and an arc length of 122.16 feet to a corner;

THENCE S 01°01'23" W, departing said right-of-way, a distance of 101.71 feet to a corner;

THENCE N 88°58'37" W, a distance of 120.00 feet to a corner on the east line of a tract of land described in deed to Scotty and Frank Reaves recorded in Volume 4017, Page 99 of the Deed Records of Tarrant County, Texas;

THENCE N 01°01'23" E, along the east line of said tract, a distance of 78.87 feet to the PLACE OF BEGINNING and containing 0.25 acres of land, more or less.

EXHIBIT H
BEING 4.339 AC. TRACT OF LAND
SITUATED IN THE
JONATHAN BROWN SURVEY
ABSTRACT NO. 109
CITY OF ARLINGTON, TARRANT COUNTY, TEXAS

Being a 4.339 acre tract of land situated in the Jonathan Brown Survey, Abstract No. 109, Tarrant County, Texas and being a portion of a tract of land conveyed to Viridian Holdings, LP, as recorded in Document No. D215157108, County Clerk Records, Tarrant County, Texas, and being more particularly described as follows:

COMMENCING at a found 1/2 inch iron rod for corner, said point being the northwest corner of a tract of land conveyed to the City of Arlington, as recorded in Volume 12828, Page 331, Deed Records, Tarrant County, Texas, and being the southwest corner of Block 32, The Lakes of Arlington, as recorded in Cabinet A, Slide 5048, Plat Records, Tarrant County, Texas, and also being the in existing east right-of-way line of North Collins Street (F.M.157) (having a variable width R.O.W.);

THENCE North 73°59'40" East, leaving said existing east right-of-way line, a distance of 7769.39 feet to a point, for the POINT OF BEGINNING;

THENCE North 00°12'34" West, a distance of 363.30 feet to a point for corner;

THENCE North 89°53'35" East, a distance of 381.66 feet to a point for corner;

THENCE South 00°01'10" West, a distance of 156.97 feet to a point for corner;

THENCE North 89°19'06" East, a distance of 242.08 feet to a point for corner, said point being in the east line of said Viridian Holdings, LP.tract;

THENCE South 02°16'06" East, along said east line, a distance of 207.37 feet to a point for corner;

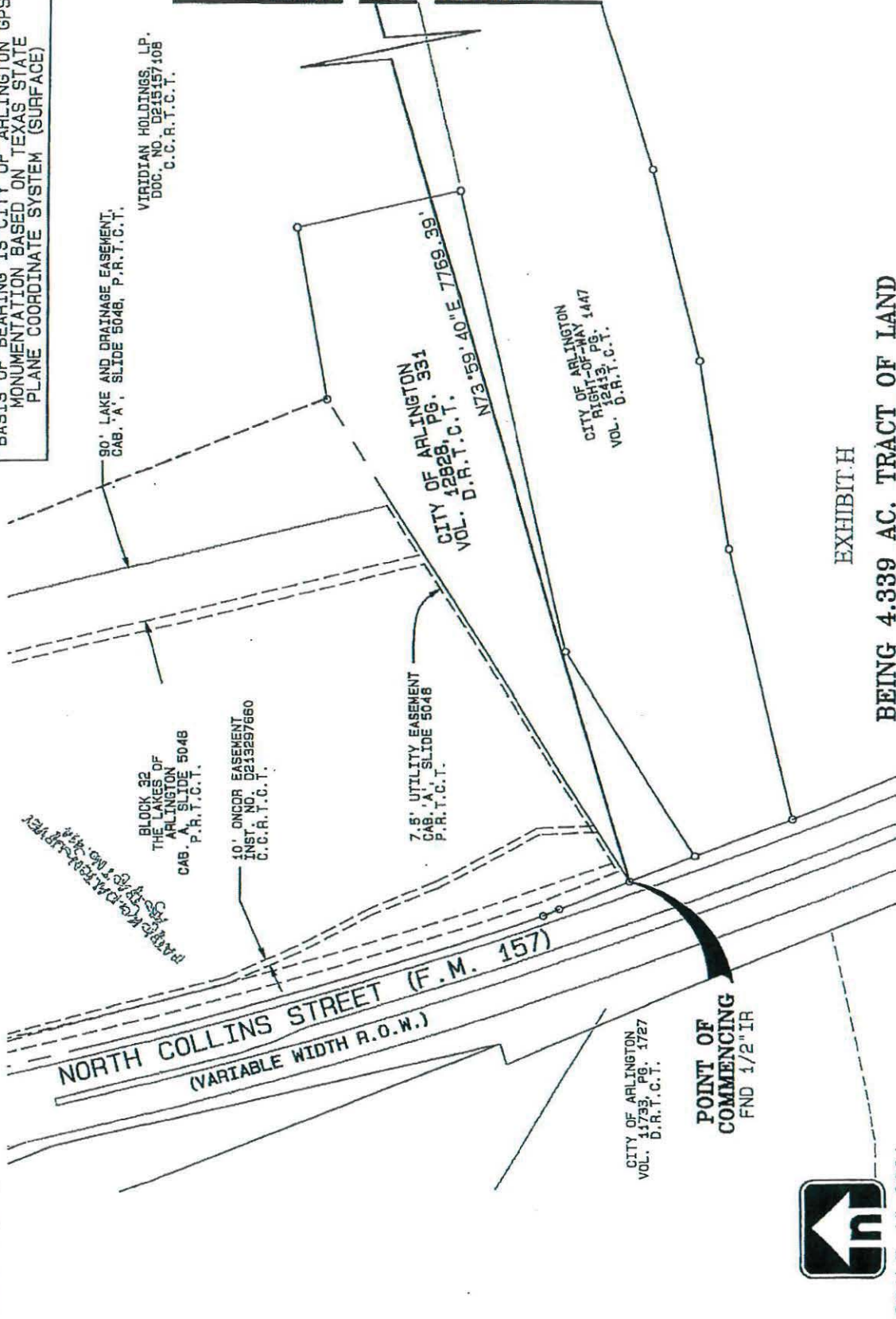
THENCE South 89°45'16" West, leaving said east line, a distance of 630.56 feet to the POINT OF BEGINNING and CONTAINING 189,020 square feet, 4.339 acres of land, more or less.



PRELIMINARY
This document shall not be
recorded for any purpose.

BASIS OF BEARING IS CITY OF ARLINGTON GPS MONUMENTATION BASED ON TEXAS STATE PLANE COORDINATE SYSTEM (SURFACE)

MATCHLINE SEE SHEET 2



90' LAKE AND DRAINAGE EASEMENT, CAB. 'A', SLIDE 5048, P.R.T.C.T.

VIRIDIAN HOLDINGS, LP. DOC. NO. D215157408 C.C.R.T.C.T.

BLOCK 32 THE LAKES OF ARLINGTON CAB. 'A', SLIDE 5048 P.R.T.C.T.

10' ONCOR EASEMENT INST. NO. D213257660 C.C.R.T.C.T.

7.5' UTILITY EASEMENT CAB. 'A', SLIDE 5048 P.R.T.C.T.

CITY OF ARLINGTON VOL. 12828, PG. 331 D.R.T.C.T.

N73°59'40"E 7769.39'

CITY OF ARLINGTON RIGHT-OF-WAY VOL. D.R.T.C.T. PG. 1447

NORTH COLLINS STREET (F.M. 157) (VARIABLE WIDTH R.O.W.)

CITY OF ARLINGTON VOL. 11733, PG. 1727 D.R.T.C.T.

POINT OF COMMENCING FND 1/2" IR



SCALE 1" = 200'

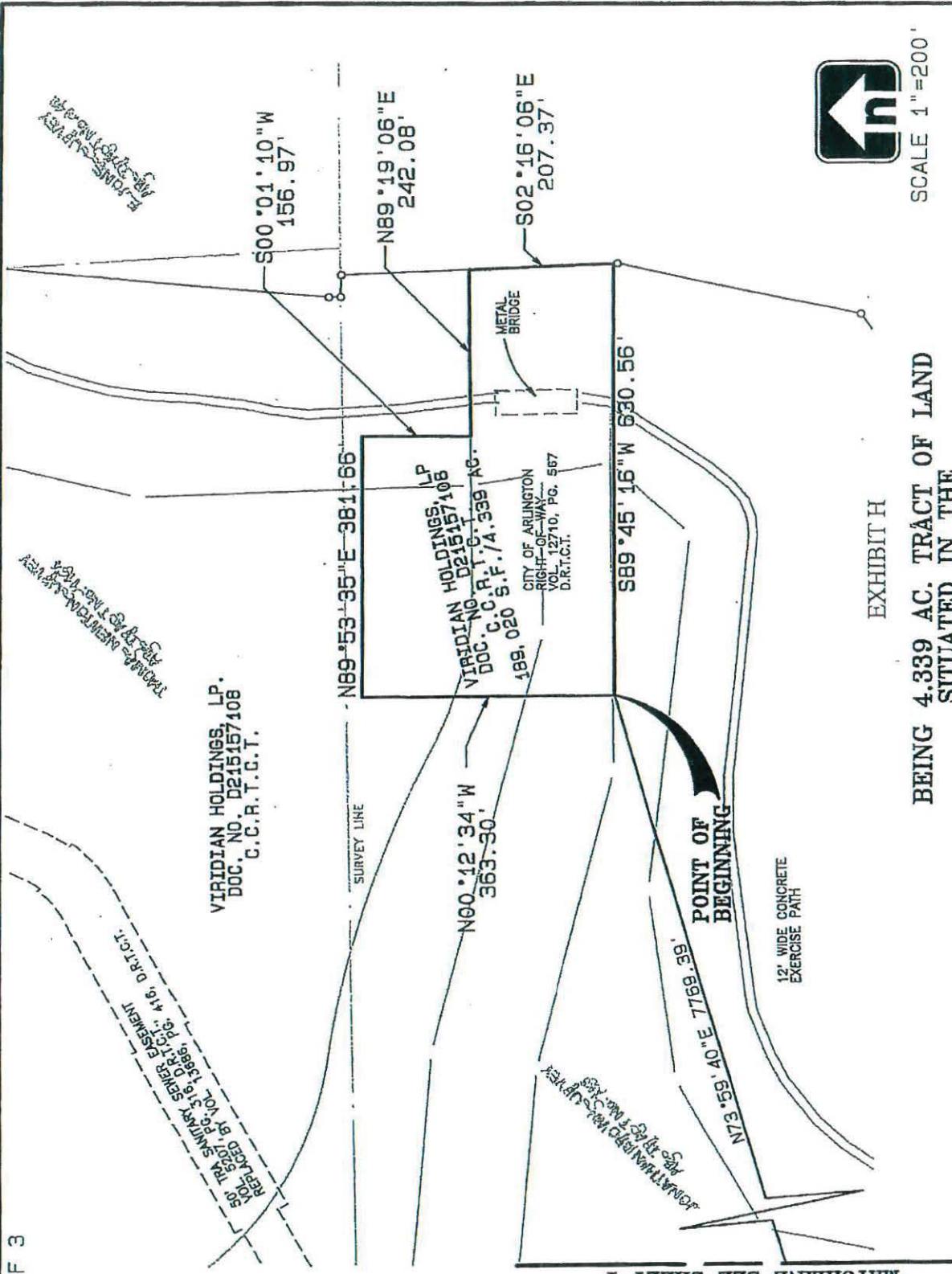
EXHIBIT H

BEING 4.339 AC. TRACT OF LAND SITUATED IN THE JONATHAN BROWN SURVEY ABSTRACT NO. 109 CITY OF ARLINGTON, TARRANT COUNTY, TEXAS

Graham Associates, Inc. CONSULTING ENGINEERS & PLANNERS 800 SIX FLAYS DRIVE, SUITE 500 ARLINGTON, TEXAS 76011 (817) 640-8535 TYPE PRINT: P-1181/TBPLS FROM 101658-00



MARCH 2016



MATCHLINE SEE SHEET 1



SCALE 1"=200'

EXHIBIT H

BEING 4.339 AC. TRACT OF LAND
 SITUATED IN THE
 JONATHAN BROWN SURVEY
 ABSTRACT NO. 109
 CITY OF ARLINGTON, TARRANT COUNTY, TEXAS

Graham Associates, Inc.
 CONSULTING ENGINEERS & PLANNERS
 605 SHAW BLVD. SUITE 500
 ARLINGTON, TEXAS 76011 (817) 646-8535
 TYPE PRINT P-1191/78PLS FIRM 101539-00



MARCH 2016