

STATE OF TEXAS

DENTON COUNTY

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PLANNING AND

INTERLOCAL AGREEMENT

This Planning and Interlocal Agreement (“Agreement”) is made by and between the City of Coppel (“Coppel”) and the City of Lewisville (“Lewisville”), both of which are political subdivisions of the State of Texas.

WHEREAS, Coppel and Lewisville are contiguous and adjacent cities which support orderly and logical land use patterns and jurisdictional boundaries; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, state law further authorizes local government to enter into agreements and contracts of the nature envisioned in this Agreement; and

WHEREAS, Coppel and Lewisville have determined there is a single developable tract of land, more specifically described and depicted as provided in Exhibit “A” (the “Property”), to be used as generally depicted in the Concept Plan in Exhibit “B”, that lies within the corporate jurisdiction of each city that cannot reasonably and economically be utilized solely within one jurisdiction of either Coppel or Lewisville; and

WHEREAS, Coppel and Lewisville agree that such Property can more reasonably and economically be served by both cities; and

WHEREAS, Coppel and Lewisville agree that each city shall provide various government services to the Property for water, sewer, subdivision regulation, zoning, building permits, emergency services; and, municipal solid waste; and

WHEREAS, Coppel and Lewisville, in the true spirit of governmental cooperation, intend this Agreement to reflect sound growth management principles and interregional planning.

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

I. TERM

The term of this Agreement (“Term”) shall be effective on the last date that this Agreement is approved by a party hereto as indicated on the signature blocks below (“Effective Date”) and shall continue for twenty (20) years with automatic five (5) year renewals thereafter, unless the development of the property, referred to herein, fails to commence within one (1) year from the effective date. In the event that the development does not commence as set forth herein, the Parties agree that this Agreement shall expire and not have any force or effect.

II. MUNICIPAL SERVICES

The Parties hereby agree to provide the following municipal services to the Property:

A. Water

1. Each city shall provide potable water to those portions of the Property within its respective city limits. Each city shall receive the revenues from the sale of water within its city limits, including impact fees, tap fees, inspection fees, and other fees imposed on such development.
2. In order to facilitate the calculation of water charges, the Property shall have the domestic meter from Lewisville, and Lewisville shall be responsible for the maintenance of said meter. Irrigation meters shall be from each respective city for the irrigation water usage in each city, and each city shall be responsible for the maintenance of their irrigation meter.
3. Lewisville shall be responsible for inspection of the water line and shall have the right to review and inspect the plumbing and irrigation facilities located in Coppell to ensure that the facilities are compatible and consistent with Lewisville's system and are not in violation of any of Lewisville's relevant ordinances. Lewisville's ordinances shall prevail in the event of an inconsistency or conflict with Lewisville ordinances as they relate to the water system and plumbing facilities.
4. Each city shall separately bill the Property for water provided by said city.

B. Sanitary Sewer

1. Lewisville shall provide sanitary sewer to the Property at the Lewisville current rates, as amended. Lewisville shall receive all revenues from sanitary sewer collection and treatment, including any impact fees, inspection, fees, and other fees.
2. In order to facilitate the calculation of sanitary sewer charges, the Property shall have the domestic meter from Lewisville, and Lewisville shall be responsible for the maintenance of said meter.
3. Lewisville shall be responsible for inspection of the sanitary sewer line and shall have the right to review and inspect the plumbing facilities located in Coppell, if any, to ensure that the facilities are compatible and consistent with Lewisville's system and are not in violation of any of Lewisville's relevant ordinances. Lewisville's ordinances shall prevail in the event of an inconsistency or conflict with Lewisville ordinances as they relate to the sanitary sewer system and plumbing facilities.

4. Lewisville shall bill the Property for sanitary sewer service located at and utilized for the entire Property.

C. Stormwater

1. Stormwater drainage mitigation shall be in accordance with the engineering requirements of each city. Each city shall separately bill the Property for stormwater fees for the portion of the Property located within its respective city limits.
2. Coppell Drainage Utility District and Coppell regulations are applicable to the proposed Detention Basin.
3. Any future changes to the site which require new stormwater drainage plans shall require Lewisville to notify Coppell or Coppell to notify Lewisville, as appropriate, and the cities will coordinate plan review.

D. Zoning, Platting, Engineering Site Plan, Permitting & Inspections

1. *Zoning and Land Use* – The cities shall endeavor to zone the Property within their respective city in a manner that is compatible and conducive to development.
2. *Platting* – A single plat shall be filed for review and approval by both cities. The Property shall be platted into one lot that crosses the city limit lines. The single plat shall be reviewed and approved by both cities with signatures of both cities on the plat. Waivers, if any, shall be considered as provided in the respective jurisdiction’s adopted ordinances and regulations.
3. *Engineering Site Plan (ESP)*– A single ESP shall be filed for review with Lewisville, routed to Coppell, and approved by both cities. All portions of the Property located within Lewisville shall meet Lewisville development requirements, while all portions of the Property located within Coppell shall meet Coppell development requirements, except that (1) Lewisville fire-lane widths, turning radii and plumbing shall be applied; (2) sanitary sewer standards shall be governed by Lewisville standards; and (3) water system, irrigation and plumbing facilities shall be governed by Lewisville standards. Both cities shall endeavor to ensure that the development of the Property has a consistent aesthetic appeal.
4. *Tree Mitigation Fees* – In accordance with Lewisville ordinances, tree mitigation fees shall be paid to Lewisville for trees removed from any part of the Property located within Lewisville. In accordance with Coppell

ordinances, tree mitigation fees shall be paid to Coppell for trees removed from any part of the Property located within Coppell. A mitigation plan shall include a table for tree mitigation in each city.

5. *Permitting and Inspections* –

- i. In the event of simultaneous construction of public infrastructure and building construction, the escrow of funds equal to the value of all public improvements located in both cities for the entire Property shall be collected by Lewisville. All fire lanes and water to the building shall be in service prior to vertical construction.
- ii. Lewisville shall provide all building permits as it relates to the Property. Lewisville shall provide infrastructure inspections and construction development permits as it relates to the Property within Lewisville and shall receive the appropriate inspection and permitting fees associated therein. Coppell shall provide infrastructure inspections and construction development permits as it relates to the Property within Coppell and shall receive the appropriate inspection and permitting fees associated therein. Lewisville shall not issue a building permit or certificate of occupancy until those improvements being built have passed inspection in accordance with both cities' development regulations and ordinances and this Agreement.
- iii. A pre-construction meeting shall be scheduled with both cities' permitting and inspection teams prior to issuance of any building permits. A core inspection team will be comprised of representatives from both cities. These inspectors will be assigned to the Project throughout the duration of its development.

E. Emergency Services & Other Services

1. Lewisville shall provide law enforcement services on the Property, including reporting, investigation, and enforcement of criminal law. In the event that a criminal incident occurs in Coppell's city limits in violation of a Coppell ordinance that the Lewisville police department cannot enforce, Lewisville shall contact Coppell for assistance in reporting, investigation, and enforcement of Coppell ordinances. Coppell shall assist in any way reasonably possible.
2. Lewisville shall provide firefighting and emergency services including all fire suppression activities, EMS responses, rescues, pre-incident planning and other first responder fire department activities.
3. Lewisville shall provide fire prevention, emergency management, health

inspections, code enforcement, animal services, and other inspection/enforcement services offered to properties located within Lewisville. In the event that an incident occurs in Coppell's city limits in violation of a Coppell ordinance, Lewisville shall contact Coppell for reporting, investigation, and enforcement of Coppell ordinances. Coppell shall assist in any way reasonably possible.

F. Trash Service

1. For purposes of municipal solid waste service, the Property is subject under Lewisville's ordinances and regulations, notwithstanding of the location of the waste receptacle; and, thus only Lewisville's municipal solid waste hauler shall be used to service the property and Lewisville shall bill the Property and receive all revenue for such service.

III. RIGHT TO AUDIT

Either party shall have the right, at its expense, to audit the books of the other party to verify compliance with the provisions herein.

IV. DEFAULT

Failure of either party to comply with or perform any term, obligation, or condition of the Agreement shall constitute an event of default. The non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to begin to cure said default. Should said default remain uncured, the non-defaulting party shall have the right to terminate this Agreement, enforce specific performances as appropriate, or maintain a cause of action for damages caused by the event(s) of default, to the extent authorized by law.

V. MISCELLANEOUS

A. This Agreement embodies the entire agreement between the parties and may only be modified in writing executed by both parties.

B. This Agreement shall be binding upon the parties hereto, their successors, and assigns. Neither of the parties will assign nor transfer an interest in this Agreement without the written consent of the other party.

C. Either party may file a certified copy of this Agreement in the real property records of Denton County, Texas.

D. If any article, paragraph, subdivision, clause, or phrase of this Agreement be adjudged invalid or held unconstitutional for any reason, such judgment or holding shall not affect the validity of this Agreement as a whole or any part or provision thereof other than the part so declared to be invalid or unconstitutional.

AUTHORIZED and approved by the City Council of the City of Lewisville, Texas, at its meeting held on the _____ day of _____ 2023, and executed by the Mayor.

CITY OF LEWISVILLE, TEXAS

T.J. Gilmore, Mayor

ATTEST:

Thomas Harris III, City Secretary

APPROVED AS TO FORM:

Lizbeth Plaster, City Attorney

AUTHORIZED and approved by the City Council of the City of Coppell, Texas, at its meeting held on the _____ day of _____ 2023, and executed by the Mayor.

CITY OF COPPELL, TEXAS

Wes Mays, Mayor

ATTEST:

Ashley Ownes, City Secretary

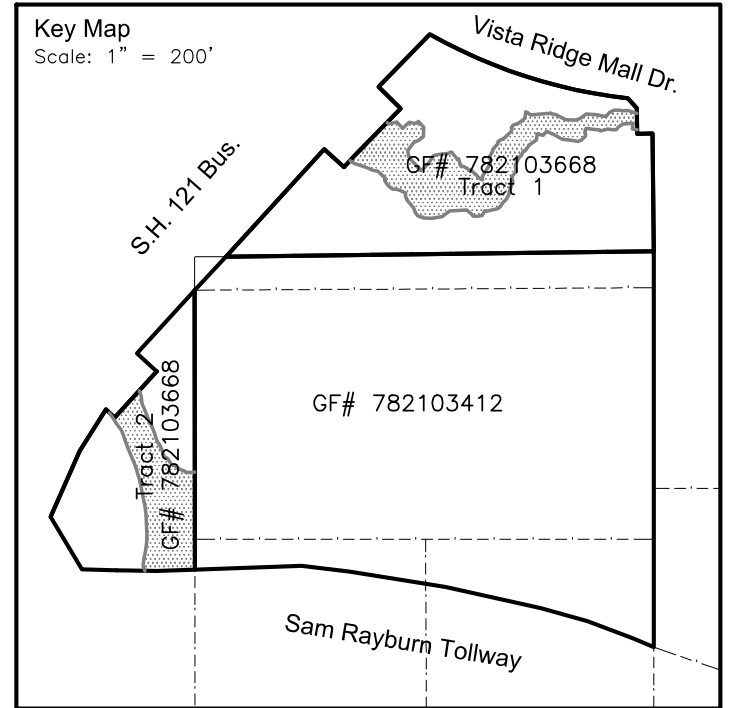
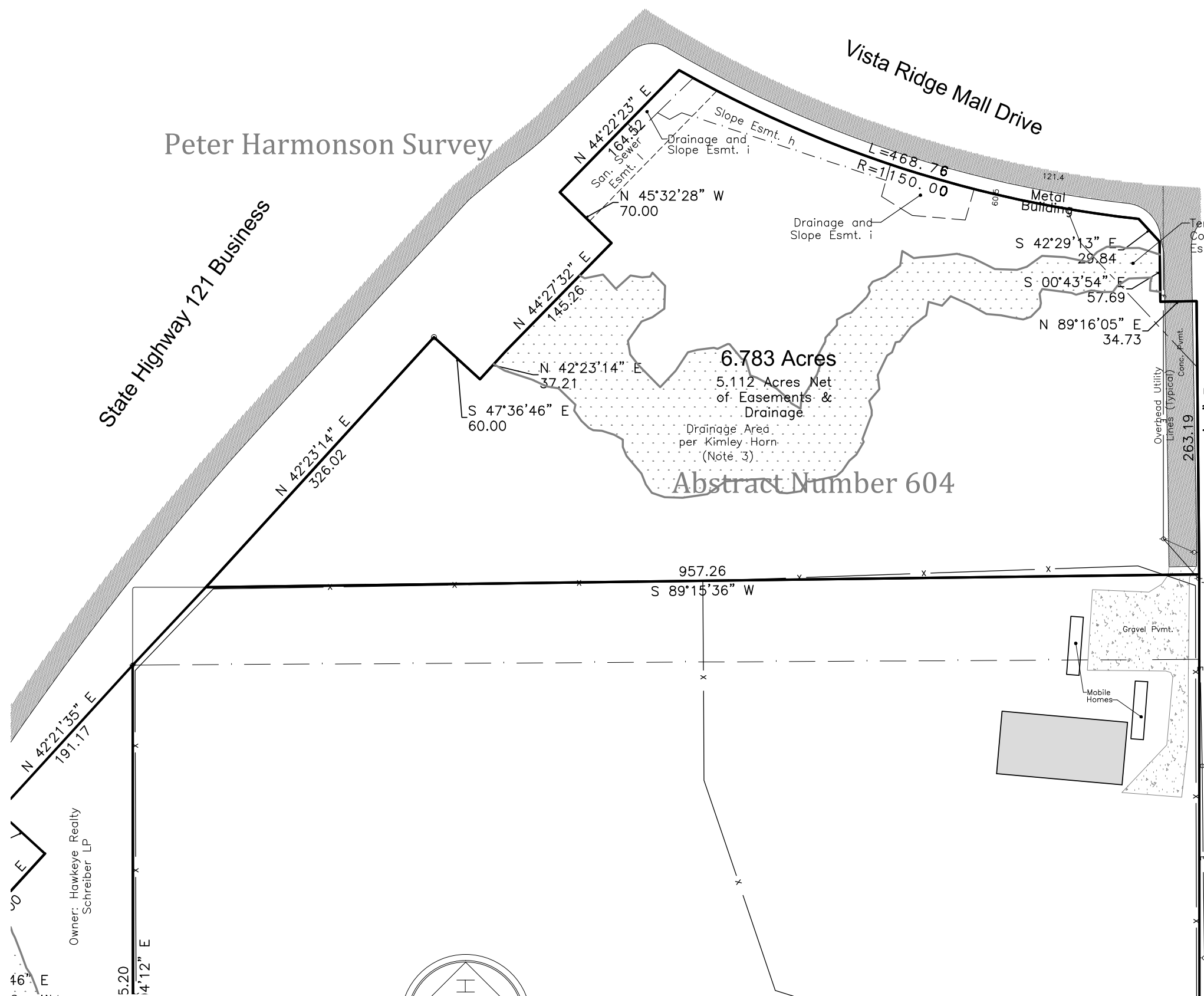
APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Peter Harmonson Survey

State Highway 121 Business

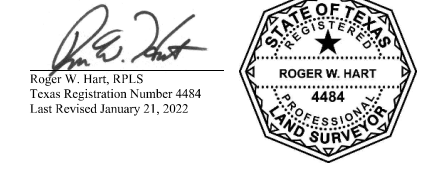
Vista Ridge Mall Drive



- Table A Notes**
- The following refers to Table A, Optional Survey Responsibilities and Specifications of the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, effective February 23, 2021.
 - No Address of the surveyed property was disclosed in documents provided to the surveyor, and none was observed while conducting the fieldwork.
 - By graphic plotting only, this property lies in Zone X according to Flood Insurance Rate Map 48121C0685G, with an effective date of 04/18/2011.
 - The gross land area of the property is 6.783 Acres.
 - (a) No zoning report or letter was provided to the surveyor.
(b) No zoning report or letter was provided to the surveyor.
 - (a) There are no buildings on this property.
(b) There are no buildings on this property. (1) There are no buildings on this property.
(c) There are no buildings on this property.
 - Substantial features observed in the process of conducting the fieldwork are as shown hereon. No substantial areas of refuse were observed during the fieldwork.
 - There are no clearly identifiable parking spaces on surface parking areas, lots or parking structures.
 - No party walls were observed on this property.
 - Names of adjoining owners according to current tax records are as shown hereon.
 - No evidence of recent earth moving work, building construction, or building additions was observed in the process of conducting the fieldwork.
 - The surveyor is not aware of any proposed changes in street right of way lines, and no such information was made available to the surveyor. No evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.
 - No plottable offsite (i.e., appurtenant) easements were disclosed in documents provided to or obtained by the surveyor.

- Title Commitment Notes**
- The following refers to Item 10, of Schedule B, of the Commitment for Title Insurance, issued by Old Republic National Title Insurance Company, GF No.: 782103668:
- Passage Easement granted to State of Texas acting through the State Highway Department as set forth in instrument recorded in Volume 273, Page 343, of the Deed Records of Denton County, Texas, and being described and located therein. **This easement does not affect this property.**
 - Electric Transmission Easement granted to Denton County Electric Cooperative as set forth in instrument recorded in Volume 404, Page 71, of the Deed Records of Denton County, Texas, and being described and located therein.
Said Easement having been affected by Assignment(s) filed for record in Volume 2867, Page 43 and Volume 2995, Page 570, Deed Records of Denton County, Texas.
Said Easement having been affected by Partial Release of Easement filed for record under Denton County Clerk's File No(s). 2015-46477; 2016-40996; and 2018-73256.
This property is subject to this easement (Blanket Easement).
 - Slope Easement granted to the City of Lewisville, Texas as set forth in instrument filed for record under Denton County Clerk's File No. 2011-6443, and being described and located therein. **This easement affects this tract and is shown on this survey.**
 - Drainage and Slope Easement granted to the City of Lewisville, Texas as set forth in instrument filed for record under Denton County Clerk's File No. 2011-6444, and being described and located therein. **This easement affects this property and is shown on this survey.**
 - Temporary Construction Easement granted to the City of Lewisville, Texas as set forth in instrument filed for record under Denton County Clerk's File No. 2011-6446, and being described and located therein. **This easement affects this tract and is shown on this survey.**
 - Utility Easement granted to the City of Lewisville, Texas as set forth in instrument filed for record under Denton County Clerk's File No. 2015-51239, and being described and located therein. **This easement does not affect this tract.**
 - Sanitary Sewer Easement granted to the City of Lewisville, Texas as set forth in instrument filed for record under Denton County Clerk's File No. 2016-95375, and being described and located therein. **This easement affects this tract and is shown on this survey.**

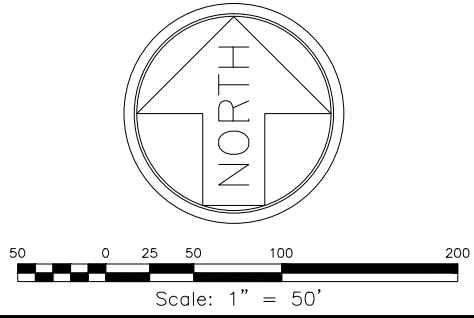
Surveyors Certificate
To *Paladin Dallas Development, LLC*, a Texas limited liability company, *Old Republic National Title Insurance Company*:
This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 2, 3, 4, 6(a), 6(b), 7(a), & (b)(1), 7(c), 8, 9, 10, 13, 16, 17, 18, and 19, of Table A thereof. The fieldwork was completed on December 28, 2021.
Date of Plat or Map: January 11, 2022



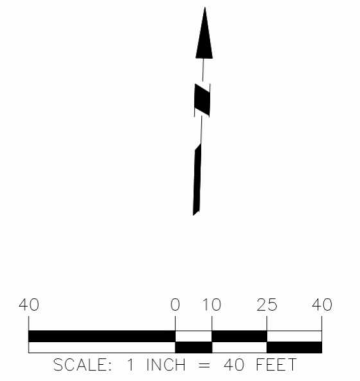
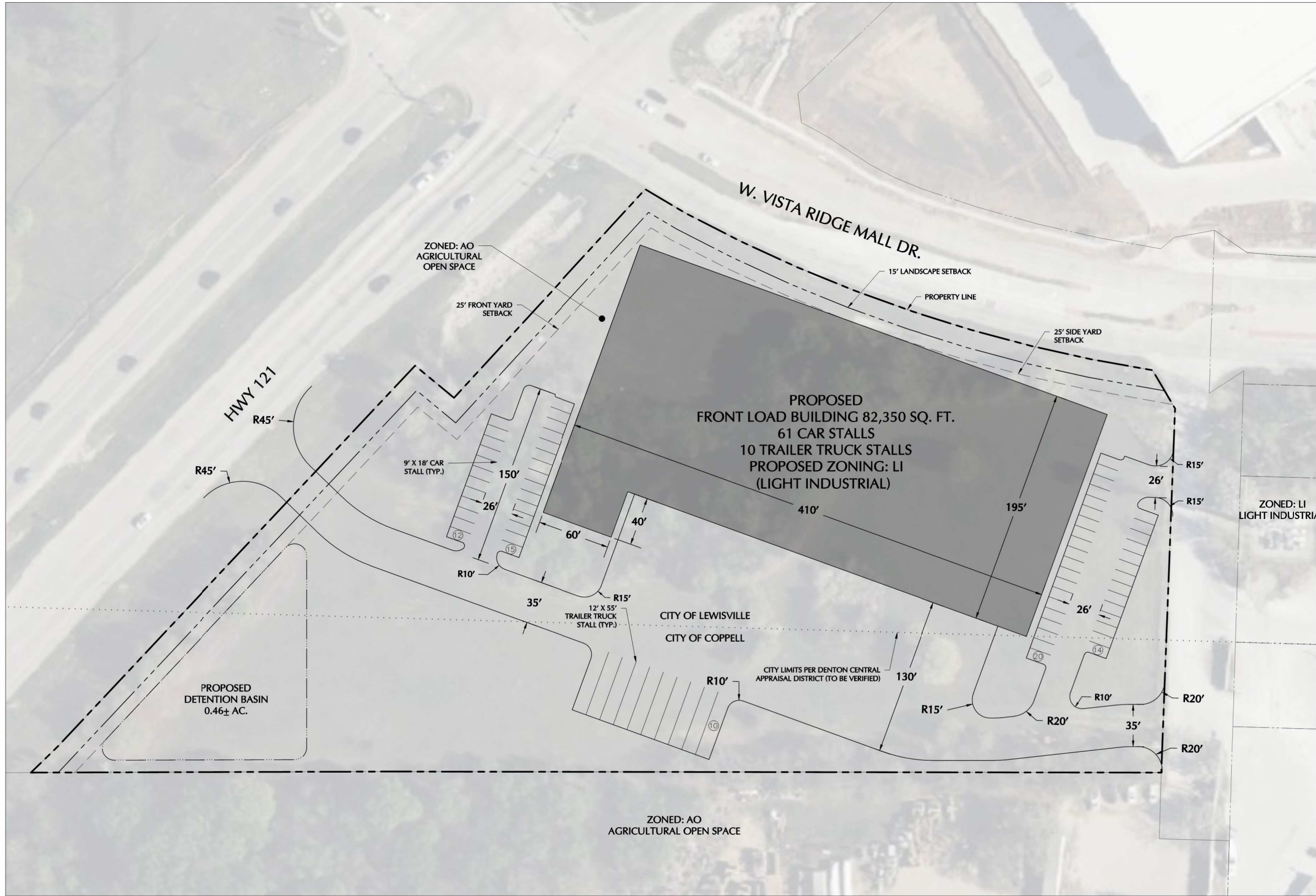
- General Notes:**
- Bearings based on the Texas State Plane Coordinate System, North Central Zone and were obtained by GPS observations using the Texas Real Time Kinetic Network.
 - Some interior fences not shown.
 - This information was taken from an exhibit prepared by Kimley-Horn and provided by the client. Surveyor does not warrant the accuracy of this information.

Project No. 999-9922

Barron-Stark Engineers
6221 Southwest Boulevard, Suite 100
Fort Worth, Texas 76132
(O) 817.231.8100 (F) 817.231.8144
Texas Registered Engineering Firm F-10998
Texas Registered Survey Firm F-10158800
www.barronstark.com



Plat Showing
ALTA/NSPS Land Title Survey of a tract of land in the
Peter Harmonson Survey,
Abstract Number 604
City of Coppell, Denton County, Texas.
See Attached Field Notes



SITE DATA TABLE	
TOTAL SITE ACREAGE	5.84 AC
TOTAL BUILDING COVERAGE	82,350 SQ.FT.
TOTAL IMPERVIOUS COVERAGE	4.25 AC
REQUIRED OFFICE PARKING (52,980 SQ. FT.)	8,235 SQ. FT. (1 EMPLOYEE SPACE/500 SQ. FT.) = 17 SPACES
REQUIRED WH PARKING (476,820 SQ. FT.)	74,115 SQ. FT. (1 EMPLOYEE SPACE/2,000 SQ. FT.) = 38 SPACES
TOTAL CAR PARKING	61 SPACES (55 SPACES REQUIRED)
TOTAL TRAILER TRUCK PARKING	10 SPACES
TOTAL DETENTION BASIN	0.46 AC

Date	Description	No.
Revisions		
INTERIM REVIEW ONLY		
<small>DOCUMENT IS NOT FINAL; NOT INTENDED FOR CONSTRUCTION OR PERMIT ENGINEER: SONY DAVID P.E. No.: 142436 Date: 2/17/2023 Langan Engineering and Environmental Services, Inc. TBE Firm Registration No. F-13709</small>		
 Langan Engineering and Environmental Services, Inc. 8951 Cypress Waters Blvd, Suite 150 Dallas, TX 75019 T: 817.328.3200 www.langan.com		
Project		
VISTA RIDGE MALL DR., LEWISVILLE (ALLIANCE)		
Drawing Title		
CONCEPT PLAN #2		
Project No.	Drawing No.	
DAL220150	CP-02	
Date		
02/17/2023		
Drawn By		
SEB	Sheet 1 of 1	
Checked By		
SD		