



**NOTICE OF A REGULAR MEETING OF THE
TAX INCREMENT REINVESTMENT ZONE NO. 1 BOARD
TUESDAY, FEBRUARY 16 – 5:30 PM**

Notice is hereby given as required by Title 5, Chapter 551.041 of the Government Code that the Argyle Tax Increment Reinvestment Zone (TIRZ) No. 1 Board will meet in a regular meeting February 16, 2021 at 5:30 pm at the Argyle Town Hall, 308 Denton Street, Argyle, Texas.

One or more members of the Town Council may participate in this meeting remotely in compliance with the Texas Open Meetings Act or under the provisions provided by the Governor of Texas in conjunction with the Declaration of Disaster enacted March 13, 2020.

In an effort to mitigate the spread of COVID-19 by avoiding meetings that bring people into a group setting and in accordance with Section 418.016 of the Texas Government Code, telephonic capabilities will be utilized. Members of the public are entitled to participate remotely via Dial-In Number: 1-346-248-7799; or through Zoom meeting link at <https://zoom.us/join>; Meeting ID: 838-3299--7006; Meeting Password: 446867; there is no participant ID for the meeting, please press the # key to join the meeting if calling in.

AGENDA – 5:30 PM

A. CALL TO ORDER

B. NEW BUSINESS:

1. Consider approving TIRZ Board Resolution 2020-01 approving a Tax Increment Financing Grant and Chapter 380 agreement between the Board, the Town of Argyle and Terra Manna, LLC for reimbursement of designated expenses for improvements related to the Waterbrook of Argyle development.
2. Consider approval of the January 19, 2021 Regular TIRZ No. 1 Board meeting minutes as recorded.

C. ADJOURN

CERTIFICATION

I hereby certify that the above notice was posted in the bulletin board at Argyle Town Hall, 308 Denton Street, Argyle, Texas, by 3:00 pm on the 12th day of February, 2021.

A handwritten signature in blue ink that reads "Erika McComis".

Erika McComis, Town Secretary

NOTE: As authorized by Section 551.071 of the Texas Government Code (Consultation with Town Attorney), this meeting may be convened into closed Executive Session for the purpose of seeking confidential legal advice from the Town Attorney on any agenda item herein.



TIRZ BOARD DATA SHEET



Agenda Item:

Consider TIRZ Resolution 2021-01, approving a TIF Grant and 380 Agreement between the Town, TIRZ Board of Reinvestment Zone Number One and Terra Manna, LLC for reimbursement of designated expenses for improvements related to the Waterbrook of Argyle development.

Meeting Date:

February 16, 2021

Requested/Prepared by:

Rich Olson, Town Administrator
Patricia Adams, Town Attorney

****SAME MEMO FROM TOWN COUNCIL MEETING ON FEBRUARY 1, 2021****Background:**

Beginning in 2016 the Town approved a number of agreements to help facilitate the development of approximately 105.35-acre tract, which is named Waterbrook developed by Terra Manna, LLC (the "Developer"). For the last year town Staff and the Town Attorney have been working on a TIF Grant and 380 Agreement which is contemplated for in the 2016 Development Agreement, but which was never completed by the parties or approved by the Town (the "Agreement"). The Agreement incorporates by reference a number of previous agreements, (collectively the "Project Documents"), including:

1. 2016 Development Agreement – approved August 9, 2016
2. 2017 Development Agreement – approved September 15, 2017
3. Amended and Restated PID Reimbursement Agreement – approved January 23, 2018
4. TIF Agreement – approved December 12, 2017
5. Agreement to Participate in Tax Increment Reinvestment Zone Number One – approved January 24, 2017
6. County TIRZ Agreement – approved December 12, 2017
7. Original SAP – approved April 25, 2017
8. Amended and Restated SAP – approved January 23, 2018

The Agreement is entered into under the authority of the TIF Act and Chapter 380 of the Texas Local Government Code and provides more detailed information than what is provided above. The Agreement delineates the cost of several public improvements called for in the different agreements. Those being the cost of the S-1 sewer line at \$2,149,405.79, and the deceleration lanes at \$179,845.85. The original development agreement contemplated that payment for the costs of S-1 sewer line and deceleration lanes could be paid from TIF funds and that costs of the S-1 sewer line could also be reimbursed to Developer from designated sewer impact fees

received by the Town. This Agreement clarifies those payment obligations. In addition, the Agreement calls out an interest rate payable on the unpaid balance of the improvements at 5.41%, which is the same rate of interest paid on the outstanding PID bond debt for the Waterbrook Public Improvement District. The unpaid interest total as of December 31, 2020, is \$288,316.64. Interest accrues at \$350.03 per day until paid.

The Agreement also states the amount of money the Town and TIRZ will pay for the S-1 sewer line and the deceleration lanes. The Town will pay Terra Manna \$85,610.33 in Town TIRZ funds along with \$62,014.68 in County TIRZ funds. In addition to the payments due from TIRZ funds, the Town has collected \$412,039.60 in sewer impact fees as of December 31, 2020, and that amount will be paid towards eligible expenses of the S-1 sewer line. No sales tax has been collected on the Waterbrook Commercial tract, so no sales tax payment will be made to Terra Manna. The Project Documents and the Agreement require Terra Manna to attract an Anchor Tenant and Town issuance of a building permit for that Anchor Tenant before payment of \$1,500,000 can be made to the Developer. At the request of the Town Council, a Sources and Use document has been drawn up. Because of the terms used through the different agreements Exhibit "A" has been added, which defines the terms used in the agreement consistent with the definitions contained in the Project Documents. Finally, Exhibit "B" includes a list of priority of payments from the TIRZ fund and also contains the Sources and Uses outline. The Town Council has had countless discussions on the Agreement over the last year. The Town Attorney has advised the Council throughout the entire drafting of the Agreement. Also included for reference as Exhibits are all Project Documents identified in the Agreement.

Financial Impact:

The agreement delineates the financial impact to the Town. All funds are presently being held in Point Bank account.

Requested Action:

Approve Resolution 2021-01, approving a TIF Grant and 380 Agreement between the Town, TIRZ Board of Reinvestment Zone Number One and Terra Manna, LLC.

Attachments:

Resolution
Agreement

RESOLUTION NO. 2021-01

A RESOLUTION OF THE ARGYLE TAX INCREMENT REINVESTMENT ZONE NO. 1 BOARD APPROVING A TAX INCREMENT FINANCING GRANT AND CHAPTER 380 AGREEMENT BETWEEN THE BOARD, THE TOWN OF ARGYLE AND TERRA MANNA, LLC; PROVIDING FOR THE INCORPORATION OF PREMISES; AUTHORIZING THE TIRZ BOARD PRESIDENT TO EXECUTE NECESSARY DOCUMENTS AND PROVIDING AN EFFECTIVE DATE; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, the Town of Argyle, Texas (the "Town") is a general law municipal corporation duly organized and validly existing under the laws of the State of Texas located within Denton County, Texas; and

WHEREAS, on August 23, 2016 the Town Council of the Town of Argyle, Texas (the "Town") adopted Resolution No. 2016-22 creating the Waterbrook of Argyle Public Improvement District (the "District"); and

WHEREAS, the Argyle Tax Increment Reinvestment Zone No. 1 Board ("TIRZ Board") desires to approve TIF Grant and Chapter 380 Agreement between the Town, the TIRZ Board, and Terra Manna, LLC for reimbursement of designated expenses for improvements related to the Waterbrook of Argyle development; and

WHEREAS, the TIRZ Board finds that the passage of this Resolution is in the best interest of the Town of Argyle.

NOW THEREFORE, BE IT RESOLVED BY THE ARGYLE TAX INCREMENT REINVESTMENT ZONE NO. 1 BOARD:

- Section 1.** The facts and recitals set forth in the preamble of this resolution are hereby found to be true and correct.
- Section 2.** That the Argyle Tax Increment Reinvestment Zone No. 1 Board of Argyle, Texas approves a TIF Grant and Chapter 380 Agreement between the Town of Argyle, the TIRZ Board, and Terra Manna, LLC for reimbursement of designated expenses for improvements related to the Waterbrook of Argyle development pursuant to the terms and conditions in the Agreement attached hereto and incorporated herein as **Exhibit "A"**.
- Section 3.** The TIRZ Board President, or his designee, is hereby authorized to execute the Agreement and all other documentation in connection herewith on behalf of the TIRZ Board.
- Section 4.** This Resolution shall take effect from and after its date of passing in accordance with law.

PASSED AND APPROVED THIS THE 16th DAY OF FEBRUARY 2021.

APPROVED:

Bryan Livingston, Chairperson

ATTEST:

Erika McComis, Town Secretary

Exhibit A
TIF Grant and 380 Agreement
Waterbrook of Argyle

TIF Grant and 380 Agreement Waterbrook of Argyle

This TIF Grant and 380 Agreement (this "Agreement") is entered into by Terra Manna, LLC, a Texas limited liability company (the "Developer"), the Board of Directors (the "TIRZ Board") of *Reinvestment Zone Number One, Town of Argyle* (the "Zone"), and the Town of Argyle, Texas (the "Town"), on February ___, 2021 (the "Effective Date"). The Developer, the TIRZ Board and the Town are individually referred to as a "Party" and collectively as the "Parties."

SECTION 1. RECITALS

WHEREAS, the Developer is developing in phases an approximately 105.35-acre tract of land commonly known as the "Waterbrook Development"; and

WHEREAS, the Waterbrook Development is governed by the following documents approved by the Town: that certain Development Agreement effective August 9, 2016, between the Town and the Developer, its successors or assigns, approved by Resolution No. 2016-20 passed and approved by the Town Council on August 9, 2016 (the "2016 Development Agreement"); a 2017 development agreement required by the Town in connection with the platting process effective September 15, 2017, between the Town and CalAtlantic Homes of Texas, Inc. (the "2017 Development Agreement"); a PID reimbursement agreement effective April 25, 2017, between the Town and the Developer, approved by Resolution No. 2017-09 on April 25, 2017, as amended and restated in its entirety, the *Amended and Restated PID Reimbursement Agreement – Waterbrook of Argyle Public Improvement District* effective as of January 23, 2018 (the "PID Reimbursement Agreement"); a TIF agreement effective December 12, 2017, between the Town, the Developer, and the TIRZ Board (the "Town TIRZ Agreement"); that certain *Agreement to Participate in Tax Increment Reinvestment Zone Number One, Town of Argyle, Texas* effective January 24, 2017, between the Town and Denton County, Texas (the "County TIRZ Agreement"); that certain *Reinvestment Zone Number One, Town of Argyle, Final Project and Financing Plan* approved by the TIRZ Board and the Town Council December 12, 2017 (the "TIRZ Plan"); that certain service and assessment plan levying special assessments against benefitted property within the Waterbrook Development approved by Ordinance No. 2017-09 passed and adopted by the Town Council on April 25, 2017 (the "Original SAP"); and that certain amended and restated service and

assessment plan approved by Ordinance No. 2018-03 passed and adopted on January 23, 2018 (the "Amended and Restated SAP") (collectively, the 2016 Development Agreement, the 2017 Development Agreement, the PID Reimbursement Agreement, the Town TIRZ Agreement, the County TIRZ Agreement, the TIRZ Plan, the Original SAP, and the Amended and Restated SAP are the "Project Documents"); and

WHEREAS, capitalized terms not otherwise defined in this Agreement shall have the meanings given to them in the Project Documents and summarized on Exhibit A; and

WHEREAS, consistent with the terms of the Project Documents, the Developer has satisfied all construction obligations related to the S-1 Sewer Line and the Deceleration Lanes; and

WHEREAS, consistent with the terms of the Project Documents, the Town accepted the S-1 Sewer Line and the County accepted the Deceleration Lanes; and

WHEREAS, the S-1 Sewer Line costs total \$2,149,405.75 (excluding interest) which costs are to be paid from the County TIRZ Revenue, the Town Tax Increment, and the Sewer Impact Fee Revenue; and

WHEREAS, the Deceleration Lanes cost total \$179,845.85 (excluding interest) which costs are to be paid from County TIRZ Revenue and Town Tax Increment; and

WHEREAS, interest on the amount described in each payment certificate for the S-1 Sewer Line and the Deceleration Lanes began to accrue at a rate of 5.41% from the date each certificate was delivered to the Town (such interest is not capped and accrues until all amounts owed are paid or the Maturity Date, whichever occurs first); and

WHEREAS, as of December 31, 2020, accrued and unpaid interest totaled \$264,534.64 and will continue to accrue at a rate of \$350.03 per day until paid; and

WHEREAS, the only unsatisfied performance obligation of the Developer for which Town TIRZ revenues are due to the Developer is the issuance of a building permit by the Town for the construction of an Anchor Tenant within the commercial development area, but the lack of such performance does not affect the Developer's right to receive the surplus Town Tax Increment, the County TIRZ Revenue or the Sewer Impact Fee Revenue to reimburse the Developer for costs of the S-1 Sewer Line and the Deceleration Lanes pursuant to the terms of the Project Documents; and

WHEREAS, in accordance with the Project Documents, when a building permit is issued by the Town for an Anchor Tenant within the commercial development area, the \$1,500,000 will be paid from the Town Sales Tax Increment and surplus Town Tax Increment; and

WHEREAS, the Parties contemplate that the TIF Fund includes the following sources of revenue: the Town Tax Increment, the Town Sales Tax Increment, and the County TIRZ Revenue; additionally, the Sewer Impact Fee Revenue will be paid by the Town from the appropriate Town sewer impact fee fund; and

WHEREAS, the Parties acknowledge that the Annual Credit Amount, the Retained Commercial Credit, and the Retained Credit Reserve, all as required by the Project Documents are no longer required; and

WHEREAS, the Town Property Tax Increment deposited into the TIF Fund as of December 31, 2020, totals \$85,610.33; and

WHEREAS, the Town Sales Tax Increment deposited into the TIF Fund as of December 31, 2020, totals \$0.00; and

WHEREAS, the County TIRZ Revenue deposited into the TIF Fund as of December 31, 2020, totals \$62,014.68; and

WHEREAS, the Sewer Impact Fee Revenue deposited into the Town impact fee fund as of totals \$412,039.60 through December 31, 2020; and

WHEREAS, the Town's Zone administration costs as of December 31, 2020, total \$7,724.40; and

WHEREAS, the Parties have determined that this Agreement is necessary and convenient to implement the Project Documents; and

WHEREAS, all Project Documents are attached hereto and incorporated herein as **Exhibit “D”** of this Agreement and the terms of those Project Documents are incorporated herein; ; and

WHEREAS, the Parties acknowledge that the intent of this Agreement is to clarify and interpret the agreements of the Parties as reflected in the Project Documents and not to amend any one or more of the Project Documents, except as expressly provided in this Agreement; and

WHEREAS, this Agreement is an "agreement" authorized by the TIF Act and Texas Local Government Code Chapter 380; and

WHEREAS, the foregoing RECITALS: (1) are part of this Agreement for all purposes; (2) are true and correct; and (3) each Party has relied upon such Recitals in entering into this Agreement.

NOW THEREFORE, for and in consideration of the mutual obligations of the Parties set forth in this Agreement, the Parties agree as follows:

SECTION 2. FUNDING PROJECT COSTS

2.1 Fund Deposits. The TIF Act requires the Town and the TIRZ Board to deposit all Zone revenue into the TIF Fund, including the appropriate subaccount created therein (e.g., the Town Tax Increment will be deposited into the Town Tax Increment subaccount), for the Zone Term. The TIF Fund shall only be used to pay Project Costs in accordance with this Agreement, the Project Documents, and the TIF Act.

2.2 Payment of Project Costs from the TIF Fund. Costs will be paid from the TIF Fund consistent with the Sources and Uses of funds and priority of payment summarized in **Exhibit "B"**. No Annual Credit Amount, Retained Commercial Credit or Retained Credit Reserve has been collected, set aside or applied to either the residential or commercial portion of the Project so no Annual Credit Amount, Retained Commercial Credit or Retained Credit Reserve will be paid from the TIF Fund as originally provided in the Project Documents. The Project Documents are expressly amended to delete all references, rights and obligations related to or arising from the Annual Credit Amount, the Retained Commercial Credit and/or the Retained Credit Reserve. All TIF Fund revenue will be paid to the Developer in annual installments with the exception of the Town Sales Tax Increment and the initial payments described in Section 2.4 below. The Town Sales Tax Increment deposited into the TIF Fund will be paid quarterly on March 31st, June 30th, September 30th, and December 31st, up to an aggregate amount of \$1,500,000 but payments to Developer shall commence only after the Town has issued a building permit for the Anchor Tenant and in accordance with the order of priority set forth in Exhibit "B". Until that time, such Town Sales Tax Increment will accrue in the TIF Fund to be paid once the Anchor Tenant building permit is issued, subject to the priority listed in **Exhibit "B"**.

2.3 Payment of Sewer Impact Fee Revenue Grants. In addition to the Grants of TIF Fund revenue, the Town grants to the Developer all sewer impact fees paid to the Town for the payment of costs not otherwise paid from the TIF Fund or from the proceeds of PID Bonds for (a) development of all or any portion of the Property and (b) all or any portion of the Property within the sewer basin contributing flows to or benefitting from the S-1 Sewer Line which grant shall reimburse the Developer for costs related to construction of the S-1 Sewer Line (the "Sewer Impact Fee Revenue"). The Town's Sewer Impact Fee Revenue will be paid to the Developer quarterly on March 31st, June 30th, September 30th, and December 31st, until the S-1 Sewer Line reimbursement, plus interest, is paid in full, with the exception of the initial payment described in Section 2.4 below.

2.4 Initial Payments. All initial payments will be paid by the Town to the Developer within three business days of the Effective Date. The initial Sewer Impact Fee Revenue payment to the Developer for the S-1 Sewer Line is \$412,039.60. The initial County TIRZ Revenue payment to the Developer for the S-1 Sewer Line and the Deceleration Lanes is \$62,014.68. The initial Town Tax Increment payment to the Developer for the S-1 Sewer Line and the Deceleration Lanes is \$85,610.33. All amounts paid will first be applied to interest then principal. After all interest is paid, all amounts paid from the County TIRZ Revenue and the Town Tax Increment will first be applied to principal amounts owed for the Deceleration Lanes then to principal amounts owed for the S-1 Sewer Line.

2.5 Payment of TIF Agreement Balance. Consistent with the terms of the Project Documents, the Town agrees to pay to the Developer, and the Developer shall be entitled to receive payments from the Town, until the Maturity Date, for amounts described on Exhibit "B" as Project Costs for the S-1 Sewer Line and the Deceleration Lanes, plus: (1) simple interest on the unpaid principal balance at the rate of 5.41 percent (5.41%). The obligation of the Town to pay the TIF Agreement Balance is payable solely from the TIF Fund. No other Town funds, revenue, taxes, income, or property shall be used even if the TIF Agreement Balance is not paid in full by the Maturity Date. Payments from the TIF Fund shall be applied in accordance with Exhibit "B" to this Agreement and the terms of this **Section 2**. Each payment from the TIF Fund shall be accompanied by an accounting that certifies the TIF Agreement Balance as of the date of the payment and that itemizes all deposits to and disbursements from the fund since the last payment. If there is a dispute over the amount of any payment, the Town shall nevertheless pay the undisputed amount, and the

Parties shall use all reasonable efforts to resolve the disputed amount before the next payment is made. The TIF Fund shall only be used to pay the amounts described on Exhibit “B” until the earlier of the Maturity Date or such time as all amounts owed from the TIF Fund under this Agreement and the Project Documents are reduced to zero at which time the TIF will terminate in accordance with Section 311.017 of the Texas Tax Code. This provision expressly amends those sections of the Project Documents, including without limitation those Sections listed on Exhibit “C”, attached hereto and incorporated herein, which set forth rights and obligations of the Parties related to or arising from the Annual Credit Amount, and/or the Retained Commercial Credit, and/or the Retained Credit Reserve.

2.6 Obligations Limited. The obligations of the Town under this Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the Town or constitute a debt or other obligation of the Town payable from any source other than the TIF Fund or the sewer impact fee fund, as applicable. Unless approved by the Town, no other Town funds, revenues, taxes, or income of any kind other than the funds on deposit in the TIF Fund or sewer impact fee fund shall be used to pay amounts owed under this Agreement. None of the Town or any of its elected or appointed officials or any of its officers, employees, consultants or representatives shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of this Agreement or their acts or omissions under this Agreement. Any balance remaining in the TIF Fund or sewer impact fee fund upon expiration of the Term of the Zone that is not otherwise legally committed to reimburse Developer shall be returned to or retained by the Town as applicable and as required by the Act.

SECTION 3. ADDITIONAL PROVISIONS

3.1 Term. The term of this Agreement shall begin on the Effective Date and shall continue until the earlier to occur of the Maturity Date or the date on which the TIF Agreement Balance is paid in full.

3.2 Zone Administration. The Town shall file with the Texas Comptroller annually and in compliance with state law Form 50-806. Within 30 days of each annual filing, the Town will provide to the Developer a copy of the filed Form 50-806. To the extent the Town retains a third party administrator, the Town will provide to the Developer a copy of that administrator's

professional services agreement outlining their scope of work within 30 days of execution of such an agreement.

3.3 Representations and Warranties

3.3.1 The Developer represents and warrants to the TIRZ Board and the Town that: (1) the Developer has the authority to enter into and perform its obligations under this Agreement; (2) the Developer has the financial resources, or the ability to obtain sufficient financial resources, to meet its obligations under this Agreement; (3) the person executing this Agreement on behalf of the Developer has been duly authorized to do so; (4) this Agreement is binding upon the Developer and successors and assigns in accordance with its terms; and (5) the execution of this Agreement and the performance by the Developer of its obligations under this Agreement do not constitute a breach or event of default by the Developer under the Project Documents and/or any other agreement, instrument, or order to which the Developer is a party or by which the Developer is bound.

3.3.2 The TIRZ Board represents and warrants to the Developer and the Town that: (1) the TIRZ Board has the authority to enter into and perform its obligations under this Agreement; (2) the person executing this Agreement on behalf of the TIRZ Board has been duly authorized to do so; (3) this Agreement is binding upon the TIRZ Board and successors and assigns in accordance with its terms; and (4) the execution of this Agreement and the performance by the TIRZ Board of its obligations under this Agreement do not constitute a breach or event of default by the TIRZ Board under the Project Documents and/or any other agreement, instrument, or order to which the TIRZ Board is a party or by which the TIRZ Board is bound.

3.3.3 The Town represents and warrants to the Developer and the TIRZ Board that: (1) the Town has the authority to enter into and perform its obligations under this Agreement; (2) the person executing this Agreement on behalf of the Town has been duly authorized to do so; (3) this Agreement is binding upon the Town and successors and assigns in accordance with its terms; and (4) the execution of this Agreement and the performance by the Town of its obligations under this Agreement do not constitute a breach or event of default by the Town under the Project Documents and/or any other agreement, instrument, or order to which the Town is a party or by which the Town is bound.

3.4 Default/Remedies.

3.4.1 If any Party fails to perform an obligation imposed on such Party by this Agreement (a “Failure”) and such Failure is not cured after written notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a “Default.” If a Failure is monetary, the non-performing Party shall have 15 days within which to cure, except for disputed amounts. If the Failure is non-monetary, the non-performing Party shall have 30 days within which to cure.

3.4.2 If the Developer is in Default, the Town shall have available all remedies at law or in equity; provided no default by the Developer shall entitle the Town to terminate this Agreement or to withhold payments to the Developer from the TIF Fund or the sewer impact fee fund in accordance with this Agreement, other than for disputed amounts as provided herein.

3.4.3 If the Town is in Default, the Developer shall have available all remedies at law or in equity; provided, however, no Default by the Town shall entitle the Developer to terminate this Agreement.

3.4.4 The Town shall give written notice of any alleged Failure by the Developer to each Transferee identified in any notice from the Developer, and such Transferees shall have the right, but not the obligation, to cure the alleged Failure within the same cure periods that are provided to the Developer. The election by a Transferee to cure a Failure by the Developer shall constitute a cure by the Developer but shall not obligate the Transferee to be bound by this Agreement unless the Transferee agrees in writing to be bound.

3.5 Remedies Outside the Agreement. Nothing in this Agreement constitutes a waiver by the Town of any remedy the Town may have outside this Agreement against the Developer, any Transferee, or any other person or entity involved in the design, construction, or installation of the Public Improvements. The obligations of the Developer hereunder shall be those of a party hereto and not as an owner of property in the Waterbrook Development. Nothing herein shall be construed as affecting the Town’s or the Developer’s rights or duties to perform their respective obligations under other agreements, use regulations, or subdivision requirements relating to the development property in the Waterbrook Development.

3.6 Transfers. The Developer has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with written notice to) the Town, the Developer's right, title, or interest to payments under this Agreement (but not performance obligations) including, but not limited to, any right, title, or interest of the Developer in and to payments of the TIF Agreement Balance from the TIF Fund or sewer impact fee fund (any of the foregoing, a "Transfer," and the person or entity to whom the transfer is made, a "Transferee"); provided, however, that no such conveyance, transfer, assignment, mortgage, pledge, or other encumbrance shall be made without prior written consent of the Town if such conveyance, transfer, assignment, mortgage, pledge, or other encumbrance would result in (1) the issuance of municipal securities, and/or (2) the Town being viewed as an "obligated person" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission, and/or (3) the Town being subjected to additional reporting or recordkeeping duties. Notwithstanding the foregoing, no Transfer shall be effective until written notice of the Transfer is given to the Town. The Town may rely on such written notice of a Transfer received from the Developer without obligation to investigate or confirm the validity of the Transfer. The Developer waives all rights or claims against the Town for any funds paid to a third party as a result of a Transfer for which the Town received written notice.

3.7 Applicable Law; Venue. This Agreement is being executed and delivered and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply, the substantive laws of the State of Texas shall govern the interpretation and enforcement of this Agreement. In the event of a dispute involving this Agreement, exclusive venue shall lie in any court of competent jurisdiction in Denton County, Texas.

3.8 Notice. Any notice referenced in this Agreement must be in writing and shall be deemed given at the addresses shown below: (1) when delivered by a nationally recognized delivery service such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person is the named addressee; or (2) five (5) business days after deposited with the United States Postal Service, Certified Mail, Return Receipt Requested.

To the Town: Attn: Rich Olson, Town Administrator
Town of Argyle
308 Denton Street
Argyle, Texas 76226
E-mail: rolson@argyletx.com
TEL: (940) 464-7273
FAX: (940) 464-7274

With a copy to: Attn: Patricia Adams
Messer, Fort & McDonald PLLC
6371 Preston Road, Suite 200
Frisco, Texas 75034
E-mail: patricia@txmunicipallaw.com
TEL: (972) 668-6400

To the Developer: Attn: Bret Pedigo
Terra Manna, LLC
101 Clariden Ranch Road
Southlake, Texas 76092
E-mail:bret@manna-land.com
TEL: (214) 577-1431

With a copy to: Attn: Misty Ventura
Shupe Ventura, PLLC
9406 Biscayne Blvd.
Dallas, Texas 75218
E-mail:misty.ventura@svlandlaw.com
TEL: (214)328-1101

Any Party may change its address by delivering notice of the change in accordance with this section.

3.9 Conflicts; Amendment. In the event of any conflicts between the priority of payment provisions contained in the Project Documents or other terms of the Project Documents expressly amended in this Agreement, this Agreement shall control. This Agreement may only be amended by written agreement of the Parties.

3.10 Severability. If any provision of this Agreement is held invalid by any court, such holding shall not affect the validity of the remaining provisions.

3.11 Non-Waiver. The failure by a Party to insist upon the strict performance of any provision of this Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default

by the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Agreement.

3.12 Third Party Beneficiaries. Nothing in this Agreement is intended to or shall be construed to confer upon any person or entity other than the Town, TIRZ Board, the Developer, and Transferees any rights under or by reason of this Agreement. All provisions of this Agreement shall be for the sole and exclusive benefit of the Town, TIRZ Board, the Developer, and Transferees.

3.13 Counterparts. This Agreement may be executed in multiple counterparts, which, when taken together, shall be deemed one original.

3.14 Employment of Undocumented Workers. During the term of this Agreement, the Developer agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), the Developer shall repay to the Town the funds received by the Developer under this Agreement within 120 days after the date the Developer is notified by the Town of such violation, plus interest at the rate of six percent (6%) compounded annually from the date of violation until paid. Pursuant to Section 2264.101(c), TEXAS GOVERNMENT CODE, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

3.15 Form 1295. Submitted herewith is a completed Form 1295 generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The Town hereby confirms receipt of the Form 1295 from the Developer, and the Town agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Parties understand and agree that, with the exception of information identifying the Town and the contract identification number, neither the Town nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Developer; and, neither the Town nor its consultants have verified such information.

[Execution pages follow.]

TOWN OF ARGYLE, TEXAS

By: _____
Bryan Livingston, Mayor Pro Tem

ATTEST:

By: _____
Erika McComis, Town Secretary

APPROVED AS TO FORM:

Patricia A. Adams, Town Attorney

**REINVESTMENT ZONE NUMBER ONE,
TOWN OF ARGYLE**

By: _____
Bryan Livingston, Chair

**TERRA MANNA, LLC,
a Texas limited liability company**

By: _____

Name: Bret L. Pedigo

Title: Executive Vice President

APPROVED AS TO FORM:

Misty Ventura, Attorney for Terra Manna, LLC

STATE OF TEXAS §
§
COUNTY OF DENTON §

Before me, the undersigned, on this day personally appeared Bryan Livingston, Mayor Pro Tem of the Town of Argyle, Texas, proved to me through the presentation of a valid Texas Driver's License to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed. Mr. Livingston furthermore attested that he is signing this *TIF Grant and 380 Agreement* in his capacity as Mayor Pro Tem of the Town of Argyle, Texas, and that such capacity makes his signature valid to bind the Town of Argyle.

Notary Public in and for the State of Texas

[SEAL]

STATE OF TEXAS §
§
COUNTY OF DENTON §

Before me, the undersigned, on this day personally appeared Bryan Livingston, Chairperson of the Board of Directors of Reinvestment Zone Number One, Town of Argyle, proved to me through the presentation of a valid Texas Driver's License to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that Bryan Livingston executed the same for the purposes and consideration therein expressed. Bryan Livingston furthermore attested that he is signing this *TIF Grant and 380 Agreement* in his capacity as Chairman of the Board of Directors of Reinvestment Zone Number One, Town of Argyle and that such capacity makes his signature valid to bind the Reinvestment Zone Number One, Town of Argyle.

Notary Public in and for the State of Texas

[SEAL]

STATE OF TEXAS §

§

COUNTY OF _____ §

Before me, the undersigned, on this day personally appeared Bret L. Pedigo, Executive Vice President of Terra Manna, LLC, proved to me through the presentation of a valid Texas Driver's License to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed. Mr. Pedigo furthermore attested that he is signing this *TIF Grant and 380 Agreement* in his capacity as Executive Vice President of Terra Manna, LLC, and that such capacity makes his signature valid to bind the company, Terra Manna, LLC.

Notary Public in and for the State of Texas

[SEAL]

Exhibit A

Summary of Defined Terms

The following Project Documents contain terms defined in this Agreement:

2016 Development Agreement means that certain Development Agreement effective August 9, 2016, between the Town and the Developer, its successors or assigns, approved by Resolution No. 2016-20 passed and approved by the Town Council on August 9, 2016. (See Agreement, Section 1) (SV #65798).

2017 Development Agreement means that certain 2017 development agreement required by the Town in connection with the platting process effective September 15, 2017, between the Town and CalAtlantic Homes of Texas, Inc. (See Agreement, Section 1). (SV #68733).

Amended and Restated SAP means that certain amended and restated service and assessment plan approved by Ordinance No. 2018-03 passed and adopted on January 23, 2018. (See Agreement, Section 1) (SV #70051).

County TIRZ Agreement means that certain *Agreement to Participate in Tax Increment Reinvestment Zone Number One, Town of Argyle, Texas* effective January 24, 2017, between the Town and Denton County, Texas. (See Agreement, Section 1) (SV #61748).

Original SAP means that certain service and assessment plan levying special assessments against benefitted property within the Waterbrook Development approved by Ordinance No. 2017-09 passed and adopted by the Town Council on April 25, 2017. (See Agreement, Section 1) (SV #63883).

PID Reimbursement Agreement means that certain PID reimbursement agreement effective April 25, 2017, between the Town and the Developer, approved by Resolution No. 2017-09 on April 25, 2017, as amended and restated in its entirety, the *Amended and Restated PID Reimbursement Agreement – Waterbrook of Argyle Public Improvement District* effective as of January 23, 2018. (See Agreement, Section 1). (SV #70703, Amended and Restated PID Reimbursement Agreement).

TIRZ Plan means that certain *Reinvestment Zone Number One, Town of Argyle, Final Project and Financing Plan* approved by the TIRZ Board and the Town Council December 12, 2017. (See Agreement, Section 1) (SV #92822).

Town TIRZ Agreement means that certain TIF agreement effective December 12, 2017, between the Town, the Developer, and the TIRZ Board. (See Agreement, Section 1) (SV #69434).

The following defined terms are copied from the Project Documents and this Agreement:

Administrative Costs means the Project Costs for administration of the Zone shall be the actual, direct costs paid or incurred by or on behalf of the Town to administer the Zone. The

Administrative Costs include the costs of professional services, including those for planning, engineering, and legal services paid by or on behalf of the Town. The Administrative Costs also include organizational costs, the cost of publicizing the creation of the Zone, and the cost of implementing the project plan for the Zone paid by or on behalf of the Town. (*See* TIRZ Plan, Section 7.1).

Agreement means this TIF Grant Agreement entered into by Developer, TIRZ Board, and the Town on February 1, 2021. (*See* Agreement, Introduction).

Anchor Tenant means either a stand-alone grocery store or a grocery store combined with in-line retail that totals a minimum of 50,000 square feet. If the grocery store is combined with in-line retail, the grocery store shall be a minimum of 30,000 square feet of floor area that (a) sells products including, but not limited to, fresh fruits and vegetables, fresh and uncooked meats, poultry and seafood, dairy products, canned foods, frozen foods, dry groceries and baked goods, and non-alcoholic beverages; and (b) does not sell large household goods that are not typically sold in supermarkets with less than 60,000 square feet, such as washing machines, vacuum cleaners, refrigerators, lawn mowers, televisions, and other similar large appliances and electronics. (*See* Town TIRZ Agreement, Section 2.3).

Annual Credit Amount is defined in Section 6.02 of the Development Agreement and is defined for each Parcel of Assessed Property as the individual offset or credit to be applied against the Assessment, or the Annual Installment thereof, for such Parcel in an amount equal to the amount of funds on deposit in the TIF Fund generated by such Parcel after payment of Administrative Costs. (*See* Town TIRZ Agreement, Section 2.4). *See also* 2016 Development Agreement, Section 6.02: The TIF Agreement will provide for an offset or credit against the PID assessments levied against the Property (as described in the PID service and assessment plan). *See also* PID Reimbursement Agreement, Section 2.5: is defined for each Parcel of Assessed Property as the individual offset or credit to be applied against the Assessment, or the Annual Installment thereof, for such Parcel as shown in the Service and Assessment Plan calculated based on the amount of funds on deposit in the TIF Fund generated by such Parcel in accordance with the Development Agreement, the TIF Agreement and the Project and Financing Plan.

County TIRZ Revenue means the revenue that the TIRZ Plan and the County TIRZ Agreement obligates the County to deposit into the TIRZ Fund each year for the duration of the Zone equal to fifty percent (50%) of the taxes levied and collected by the County on the captured appraised value of property within the TIRZ. (*See* Agreement, Exhibit B; *see also* TIRZ Plan, Section 14; *see also* County TIRZ Agreement, Section 3).

Deceleration Lanes means those deceleration lanes depicted on Exhibit C of the 2016 Development Agreement. (*See* 2016 Development Agreement, Exhibit C; *see also* the Town TIRZ Agreement).

Default means any Failure that is not cured after notice and the expiration of the cure periods provided in Section 3.4.1 of this Agreement. (*See* Agreement, Section 3.4.1).

Developer means Terra Manna, LLC, a Texas limited liability company. (*See* Agreement, Introduction).

Effective Date means February 1, 2021 (*See* Agreement, Introduction).

Failure means if any party fails to perform an obligation imposed on such Party by this Agreement. (See Agreement, Section 3.4.1).

Form 1295 means the form generated by the TEC's electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC. (See Agreement, Section 3.15).

Grants are defined in the Project and Financing Plan and the Development Agreement and include the payments described in Section 3.2 of the Town TIRZ Agreement. (See Town TIRZ Agreement, Section 2.20).

Maturity Date is the date one year after the expiration of the Zone Term. (See Town TIRZ Agreement, Section 2.23).

PID Bonds means bonds, notes or other obligations, if any, issued by the Town, in one or more series, to finance the Authorized Improvements and secured by Assessments, including Annual Installments thereof. (See Original SAP, Section I.B.30; see also Amended and Restated SAP, Section I.B.37.)

Project Costs are the Administrative Costs and costs of the Public Improvements and the costs of the Grants. (See Town TIRZ Agreement, Section 2.32).

Project Documents mean, collectively, the 2016 Development Agreement, the 2017 Development Agreement, the PID Reimbursement Agreement, the Town TIRZ Agreement, the County TIRZ Agreement and the TIRZ Plan. (See Agreement, Section 1).

Property means that approximately 101.35-acre tract of land more particularly described by the metes and bounds in Exhibit A and depicted on Exhibit B to the 2016 Development Agreement. (See 2016 Development Agreement, Recitals).

Public Improvements means the categories of public works and public improvements that are proposed to be financed by the Zone are as follows: road improvements, sanitary sewer improvements, storm drainage and detention improvements and landscape and open space improvements, including associated real estate acquisitions. (See TIRZ Plan, Section 6.1).

Retained Commercial Credit means the Annual Credit Amount applicable to commercial development that will be retained in the TIF Fund until such time as the Town issues a building permit for the construction of the anchor tenant with the commercial development area. (See 2016 Development Agreement, Section 6.02).

Retained Credit Reserve means the surplus Town real property ad valorem taxes in the TIF Fund after all Annual Credit Amounts have been applied to residential development shall be retained in the TIF Fund to create a reserve equal to two years of the aggregate Annual Credit Amount. (See 2016 Development Agreement, Section 6.02).

S-1 Sewer Line means the S-1 sewer line extension from the Property to the TRA take point south of Liberty Christian School. (See 2016 Development Agreement, Section 4.01(a)).

Sewer Impact Fee Revenue means all sewer impact fees paid to the Town for the payment of costs not otherwise paid from the TIF Fund or from the proceeds of PID Bonds for (a) development of all or any portion of the Property and (b) all or any portion of the property within the sewer basin contributing flows to or benefitting from the S-1 Sewer Line which grant shall reimburse the Developer for costs related to construction of the S-1 Sewer Line. (*See Agreement, Section 2.3*).

Sewer Impact Fee Revenue means the revenue the Town grants to the Developer all sewer impact fees paid to the Town for the payment of costs not otherwise paid from the TIF Fund or from the proceeds of PID Bonds for (a) development of all or any portion of the Property and (b) all or any portion of the property within the sewer basin contributing flows to or benefitting from the S-1 Sewer Line which grant shall reimburse the Developer for costs related to construction of the S-1 Sewer Line (*See Agreement, Section 2.3*).

Tax Increment means the Town will contribute a portion of its ad valorem tax increment and one-cent sales tax increment attributable to new development in the Zone. (*See TIRZ Plan, Section 1.6*).

TEC means the Texas Ethics Commission. (*See Agreement, Section 3.15*).

TIF Act is defined as Chapter 311, Texas Tax Code, as amended, entitled the Tax Increment Financing Act. (*See 2016 Development Agreement, Recitals*).

TIF Agreement Balance means the Developer shall be entitled to receive payments from the Town, until the Maturity Date, for the amounts described in Section 3.2 of the Town TIRZ Agreement, including amounts shown on each Certificate for Payment (which amounts include only Project Costs paid by or at the direction of the Developer for the S-1 Sewer Line and the deceleration lanes shown on Exhibit C of the [2016] Development Agreement) plus: (1) simple interest on the unpaid principal balance at the rate of nine percent (9%) for years one through five beginning on the date each Certificate of Payment is delivered to the Town Representative; and (2) simple interest on the unpaid principal balance at the rate of six percent (6%) for years six through thirty thereafter (the unpaid principal balance, together with accrued but unpaid interest, owed the Developer for all Certificates of Payment plus the amounts described in Section 3.2 of the Town TIRZ Agreement that are owed to the Developer; provided, however, upon the issuance of PID Bonds, the interest rate paid to the Developer shall be the same as the interest rate on such PID Bonds. (*See Town TIRZ Agreement, Section 3.4*).

TIF Fund. means the fund described in Section 6.02 of the 2016 Development Agreement and established by the Town under the TIRZ Creation Ordinance (and segregated from all other funds of the Town) into which the Town deposits the Tax Increment (as defined and described in the TIRZ Creation Ordinance and the Project and Financing Plan) and funds received from the County Participation Agreement. (*See Town TIRZ Agreement, Section 2.40*). *See also 2016 Development Agreement, Section 6.02*: means an amount currently estimated to be 40 percent of the Town's real property ad valorem taxes, 50 percent of the Town's one-cent sales tax, and 50 percent of the County's real property ad valorem taxes from the TIRZ during the Term. *See also PID Reimbursement Agreement Section 2.45*: means the fund established by the Town under the TIRZ Creation Ordinance (and segregated from all other funds of the Town) into which the Town

deposits the Tax Increment (as defined and described in the TIRZ Creation Ordinance and the Project and Financing Plan).

TIRZ Board means the Board of Directors of Reinvestment Zone Number One, Town of Argyle. (See Agreement, Introduction).

Town Council means the governing body of the Town. (See Town TIRZ Agreement, Section 2.45).

Town means the Town of Argyle, Texas. (See Agreement, Introduction).

Town Sales Tax Increment means the increment that the TIRZ Plan and Town TIRZ Agreement obligates the Town to deposit into the TIRZ Fund each year for the duration of the Zone equal to fifty percent (50%) of the Town's one percent (1%) sales tax levied and collected within the Zone. (See Agreement, Exhibit B; see also TIRZ Plan, Section 14; see also Town TIRZ Agreement, Section 3.1).

Town Tax Increment means the increment that the TIRZ Plan and Town TIRZ Agreement obligates the Town to deposit into the TIRZ Fund each year for the duration of the Zone in an amount calculated as a millage rate per \$100 of captured appraised value in the Zone that equals forty percent (40%) of the Town's ad valorem tax levied and collected within the Zone. (See Agreement, Exhibit B; see also TIRZ Plan, Section 14; see also Town TIRZ Agreement, Section 3.1).

Transfer means the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with notice to) the Town, the Developer's right, title, or interest to payments under this Agreement (but not performance obligations) including, but not limited to, any right, title, or interest of the Developer in and to payments of the TIF Agreement Balance from the TIF Fund (See Agreement, Section 3.6).

Waterbrook Development means the phased development described in this Agreement. (See Agreement, first recital).

Zone means *Reinvestment Zone Number One, Town of Argyle*. (See Agreement, Introduction).

Zone Term means September 27, 2016 through December 31, 2046, unless otherwise terminated in accordance with the Project and Financing Plan and the TIF Act. (See Town TIRZ Agreement, Section 2.48; see also PID Reimbursement Agreement, Section 2.53).

Exhibit "B"

PRIORITY OF PAYMENT FROM TIRZ FUND AND SOURCES AND USES

PRIORITY OF PAYMENTS FROM TIRZ FUND

The TIRZ Plan and Town TIRZ Agreement obligates the Town to deposit into the TIRZ Fund each year for the duration of the Zone an amount calculated as a millage rate per \$100 of captured appraised value in the Zone that equals forty percent (40%) of the Town's ad valorem tax levied and collected (the "**Town Tax Increment**") and fifty percent (50%) of the Town's one percent (1%) sales tax levied and collected (the "**Town Sales Tax Increment**") within the Zone.¹ The TIRZ Plan and the County TIRZ Agreement obligates the County to deposit into the TIRZ Fund each year for the duration of the Zone fifty percent (50%) of the taxes levied and collected by the County (the "**County TIRZ Revenue**") on the captured appraised value of property within the Zone.² Under this Agreement and the Project Documents, payments from the TIRZ Fund shall be made as follows:

Town Property Tax Increment

The Town Tax Increment deposited into the TIRZ Fund shall be used in the following priority:

- First, to pay costs required to create the TIRZ;
- Then, each year:
 - First to pay costs required to administer the TIRZ;
 - Then, *prior to the Town issuing a building permit for the Anchor Tenant*, surplus amounts not used to pay creation and administration costs described above shall be used to pay qualified project costs, including any unpaid amounts of the S-1 Sewer Line and Deceleration Lanes;
 - *After the Town issues the building permit for Anchor Tenant*, then to pay the \$1,500,000 owed to the Developer; and
 - *Then* surplus amounts may be used to pay any qualified project costs including any unpaid costs for the S-1 Sewer Line and Deceleration Lanes.

Town Sales Tax Increment

The Town Sales Tax Increment deposited into the TIRZ Fund shall be used in the following priority:

- First, to pay costs required to create the TIRZ;
- Then, each year:
 - First to pay costs required to administer the TIRZ;

¹ See Section 14 of the TIRZ Plan and Section 3.1 of the Town TIRZ Agreement.

² See Section 14 of the TIRZ Plan and Section 3 of the County TIRZ Agreement.

- Second, *after the Town issues a building permit for the Anchor Tenant*, to pay the \$1,500,000 owed to developer; and
- Third, after payment of all other costs listed above, surplus amounts may be used to pay any qualified project costs such as any unpaid amounts of the S-1 Sewer Line and Deceleration Lanes.

County TIRZ Revenues

All County TIRZ Revenue will be used to make annual payments toward the costs of the S-1 Sewer Line and Deceleration Lanes *with no holdback related to the Anchor Tenant*.

Sewer Impact Fee Revenues

All sewer impact fees paid to the Town for (a) development of all or any portion of the Property, and (b) all or any portion of the property within the sewer basin contributing flows to or benefitting from the S-1 Sewer Line will be used to make quarterly payments toward the costs of the S-1 Sewer Line not otherwise paid from the TIRZ Fund or from the proceeds of PID Bonds (the "***Sewer Impact Fee Revenue***") *with no holdback related to the Anchor Tenant*.

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SOURCES AND USES OF FUNDS

Final

\$13,955,000

Waterbrook Public Improvement District #1
Special Assessment Revenue Bonds
Series 2018

Sources & Uses

Dated 01/31/2018 | Delivered 01/31/2018

Sources Of Funds

Par Amount of Bonds	\$13,955,000.00
Total Sources	\$13,955,000.00

Uses Of Funds

Total Underwriter's Discount (3.000%)	418,650.00
Costs of Issuance	646,990.00
Deposit to Debt Service Reserve Fund (DSRF)	980,287.50
Deposit to Capitalized Interest (CIF) Fund	414,490.45
Deposit to Project Fund	11,442,082.05
Deposit to Admin Account (First Year Admin Exp)	52,500.00
Total Uses	\$13,955,000.00

Waterbrook PID pricing fi | SINGLE PURPOSE | 1/23/2018 | 10:47 AM

Final

\$13,955,000

Waterbrook Public Improvement District #1
Special Assessment Revenue Bonds
Series 2018

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
09/01/2023	Term 1 Coupon	4.250%	4.250%	1,005,000.00	100.000%	1,005,000.00
09/01/2028	Term 2 Coupon	4.625%	4.625%	1,550,000.00	100.000%	1,550,000.00
09/01/2038	Term 3 Coupon	5.125%	5.125%	4,570,000.00	100.000%	4,570,000.00
09/01/2047	Term 4 Coupon	5.250%	5.250%	6,830,000.00	100.000%	6,830,000.00
Total	-	-	-	\$13,955,000.00	-	\$13,955,000.00

Bid Information

Par Amount of Bonds	\$13,955,000.00
Gross Production	\$13,955,000.00
Total Underwriter's Discount (3.000%)	\$(418,650.00)
Bid (97.000%)	13,536,350.00
Total Purchase Price	\$13,536,350.00
Bond Year Dollars	\$270,349.18
Average Life	19.373 Years
Average Coupon	5.1685645%
Net Interest Cost (NIC)	5.3234198%
True Interest Cost (TIC)	5.4108805%

Waterbrook PID pricing fi | SINGLE PURPOSE | 1/23/2018 | 10:47 AM

Exhibit “C”

PROJECT DOCUMENT	TERM		
	<i>Annual Credit Amount</i>	<i>Retained Commercial Credit</i>	<i>Retained Credit Reserve</i>
<i>2016 Development Agreement</i>	Section 6.02	Section 6.02	Section 6.02
<i>2017 Development Agreement</i>	None	None	None
<i>Amended and Restated SAP</i>	Section I.B.31 Section I.B.51 Section V.E Section VI.A Exhibit I	None	None
<i>County TIRZ Agreement</i>	Section 14	None	Section 14
<i>Original SAP</i>	Section II.B.40 Section V.E Section VI.A Exhibit I	None	None
<i>PID Reimbursement Agreement</i>	Section 2.5 Section 3.3.1 Section 3.3.2 Section 3.3.3 Section 3.3.4 Section 3.7	None	None
<i>TIRZ Plan</i>	Section 14	None	Section 14
<i>Town TIRZ Agreement</i>	Section 2.4 Section 3.2 Section 3.4 Section 3.5	Section 2.34 Section 3.2	Section 2.35 Section 3.2 Section 3.5

Exhibit "D"

Project Documents



Tax Increment Reinvestment Zone No. 1 Board Regular Meeting Minutes – January 19, 2021

The Regular Meeting of the Argyle Tax Increment Reinvestment Zone No. 1 Board was held on **January 19, 2021** at 5:00 p.m. at the Argyle Town Hall. This was an OPEN MEETING, open to the public, subject to the open meeting laws of the State of Texas and, as required by law, was duly posted, at Argyle Town Hall, giving notice of time, date, place, and agenda thereof.

A. CALL TO ORDER

Chairperson Bryan Livingston called the meeting to order at 5:04 p.m.

Attendee Name	Title	Status	Arrived
Bryan Livingston	Chairperson	Present	
Ronald Schmidt	Vice-Chairperson	Present	5:15
Sherri Myers	Board Member	Present	
Cynthia Hermann	Board Member	Present	
Rick Bradford	Board Member	Present	
Michael Talley	Board Member	Present	

B. NEW BUSINESS:

1. Consider and take appropriate action to appoint a Board member to serve as Vice-chair.

ACTION: Item B.1.

APPROVED

Board Member Hermann moved to appoint Ronald Schmidt as Vice-Chair. Board Member Bradford seconded the motion. For: Unanimous. The motion carried by a vote of 5 to 0.

2. Consider and take appropriate action to appoint a Board member to serve as board Secretary.

ACTION: Item B.2.

APPROVED

Chairperson Livingston moved to appoint Sherri Myers as Board Secretary. Board Member Bradford seconded the motion. For: Unanimous. The motion carried by a vote of 5 to 0.

3. Consider and take appropriate action to designate any other board officer positions determined appropriate and elect persons to serve in those offices.

ACTION: Item B.3.

NO ACTION TAKEN

4. Consider and take appropriate action to approve minutes from the most recent TIRZ Board meeting.

ACTION: Item B.4.

APPROVED

Board Member Hermann moved to approve the minutes from the December 12, 2017 meeting. Board Member Myers seconded the motion. For: Unanimous. The motion carried by a vote of 5 to 0.

5. Consider and take appropriate action to make a recommendation of approval to the Town Council for payment of TIRZ expenses and disbursements of TIRZ Project Funds.

ACTION: Item B.5.

APPROVED

Chairperson Livingston moved to recommend to Town Council to authorize the TIRZ expenditures in the amount of \$140,115.83. Board Member Hermann seconded the motion. For: Unanimous. The motion carried by a vote of 6 to 0.

6. Discussion regarding TIRZ Administrator; consider and take appropriate action regarding termination and appointment of new TIRZ Administrator.

ACTION: Item B.6.

APPROVED

Vice-Chairperson Schmidt moved the termination of P3 Works as TIRZ administrator. Board Member Myers seconded the motion. For: Unanimous. The motion carried by a vote of 6 to 0.

Board Member Myers moved to authorize the appointment of 30 Three Sixty as TIRZ Administrator. Board Member Hermann seconded the motion. For: Unanimous. The motion carried by a vote of 6 to 0.

C. RECEIVE REQUESTS FROM BOARD MEMBERS/STAFF FOR ITEMS TO BE PLACED ON NEXT MEETING AGENDA (*discussion under this item must be limited to whether or not the Board wishes to include a potential agenda item on a future agenda*)

There were no requests for future agenda items.

D. ADJOURN

There being no further business, Chairperson Livingston adjourned the meeting at 5:34 p.m.

Bryan Livingston, Chairperson

Erika McComis, Town Secretary