ORDINANCE NO. 26-0088

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A DEVELOPMENT AGREEMENT WITH ALLEGIANCE HILLVIEW, L.P. FOR THE REIMBURSEMENT OF ROADWAY IMPACT FEES AND ALLOCATION OF CREDITS ASSOCIATED WITH THE CONSTRUCTION OF HERITAGE TRAIL IN THE RAYZOR RANCH EAST SUBDIVISION; PROVIDING FOR THE EXPENDITURE OF FUNDS IN THE AMOUNT OF $1,174,766.11 AND ESTABLISHING REMAINING CREDITS IN THE AMOUNT OF $240,764.24; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Allegiance Hillview, L.P. (the "Developer") developed land in the Rayzor Ranch East subdivision and constructed improvements to Heritage Trail between Panhandle and Scripture Street; and

WHEREAS, the improvements to Heritage Trail are eligible for Roadway Impact Fee ("RIF") credits under City Ordinance No. 2016-189; and

WHEREAS, the Developer has paid RIF in the amount of $1,174,766.11 for development on the Subject Property and now requests reimbursement of those fees due to the completion of eligible infrastructure; and

WHEREAS, the City and Developer desire to clarify the remaining RIF credit balance of $240,764.24 to be applied to future building permits on the remaining parcels; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The recitals contained in the preamble of this ordinance are hereby incorporated into the body of this ordinance are true and correct.

SECTION 2. The City Manager, or their designated representative, is hereby authorized to execute the Development Agreement which is attached hereto and incorporated herein as Exhibit "A".

SECTION 3. The City Council hereby authorizes the expenditure of funds therefore in the amount and in accordance with the written contract attached hereto and incorporated herein as Exhibit A.

SECTION 4. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____and seconded by _____. The ordinance was passed and approved by the following vote [___-___]:

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At-Large Place 5	_____	_____	_____	_____
Jill Jester, At-Large Place 6	_____	_____	_____	_____

PASSED AND APPROVED this the _____day of _____, 2026.

_____
GERARD HUDSPETH, MAYOR

ATTEST:

_____
INGRID REX, CITY SECRETARY

APPROVED AS TO LEGAL FORM:

Hilary McMahon

_____
MACK REINWAND, CITY ATTORNEY

EXHIBIT "A"

Development Agreement

STATE OF TEXAS §
§
COUNTY OF DENTON §

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into by **Allegiance Hillview, L.P.**, a New York limited partnership, acting by and through its duly authorized officers, with a principle place of business located at 4550 Travis Street, 8th FL, Dallas, TX 75205 ("Developer"), and **City of Denton**, a home-rule city and a political subdivision of the State of Texas, acting by and through its duly authorized officers (the "City;" Developer and City herein referred to collectively as the "Parties"); is effective, _____ 2026, (the "Effective Date").

WITNESSETH:

WHEREAS, Developer developed tracts of land in Rayzor Ranch East subdivision as more particularly described and generally depicted in Exhibit "A" attached hereto (the "Subject Property"); and

WHEREAS, the Denton Development Code ("DDC") 8.2.4.B provides that building permits may not be issued or approved as completed until all requirements of the DDC have been satisfied; and

WHEREAS, it is desirable for all Parties to clarify and agree to the terms and conditions associated with the construction of roadway infrastructure adjacent to the Subject Property and the Roadway Impact Fees ("RIF") associated with that infrastructure, including, but not limited to Ordinance No. 2016-189 of the City of Denton (the "Ordinance"); and

WHEREAS, the City provided credits to RIFs on permits in the Rayzor Ranch in advance of the public improvements that have been constructed; and

WHEREAS, DB Denton II LLC, an affiliate of Developer, constructed the portion of Heritage Trail from US 380 to Panhandle Street and the Developer dedicated the right-of-way for that construction, and DB Denton II LLC received RIF Credits for this construction; and

WHEREAS, Developer was required to construct perimeter street improvements pursuant to DDC Section 7.8.7.B.2 as part of their development of the Subject Property. Developer then constructed Heritage Trail between Panhandle and Scripture Street. Developer's construction of the improvements to Heritage Trail is eligible for RIF credits because Heritage Trail is in the 2016 Roadway Impact Fee Capital Improvement Plan, project # C-45, and eligible for RIF credits under the Ordinance; and

WHEREAS, the Developer construction of Heritage Trail between Panhandle and Scripture Street was accepted by the City on July 29, 2020, and the Developer has paid a portion of RIF for their projects on the Subject Property in Rayzor Ranch East for permits issued between 2022 and 2024, and Developer now requests a reimbursement for those fees paid, as well as credits

for the remaining undeveloped parcels due to their completion of construction of Heritage Trail between Panhandle and Scripture Street; and

WHEREAS, the Parties desire to formulate this Agreement to ensure that Developer and its successors, if any, and the City have an understanding of the history of the roadway infrastructure along Heritage Trail for the Rayzor Ranch Development and related RIF credits, payments, and reimbursements in accordance with this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and obligations herein, the Parties agree as follows:

SECTION 1. DEVELOPER PARTICIPATION

Multiple developers including Allegiance Hillview, L.P, and affiliate DB Denton II LLC, a joint venture between the Developer and RED Development worked to complete the street construction of Heritage Trail Boulevard from US 380 to Scripture Street, to the specifications shown on the approved construction plans. This construction has been accepted by the City in a total construction amount including engineering, inspection, and right-of-way costs of $4,772,370, which is the maximum credit amount allowed for the development. RIF credits have been previously assigned to projects in the Rayzor Ranch Development in the amount of $1,065,216.61, as shown on Exhibit "B", and there are remaining RIF Credits to be allocated to the project.

The Developer, solely, constructed Heritage Trail Boulevard from Panhandle Street to Scripture Street and dedicated the right-of-way for the entirety of Heritage Trail. This is a total of $2,165,896.48 of improvements, and the maximum eligible RIF Credit for the Developer, although the total estimated RIF for the previously developed lots and the Remaining Credit Parcels, defined below, is $1,415,530.35. The Developer has paid $1,174,766.11 in RIF for development that has occurred on the Property and has requested and the City hereby agrees to (i) pay reimbursement to Developer in the amount of $1,174,766.11 of RIF (the "Reimbursements") previously paid by Developer or its subsequent grantees, and (ii) grant future credits at the time of building permits on the remaining Rayzor Ranch East parcels that have not obtained building permits, which are Lot 5R, Block A, Lot 1, Block F, and Lot 1, Block B, as was subsequently subdivided (the "Remaining Credit Parcels") in an amount of $240,764.24 (the "Remaining Credit Amount").

Furthermore, upon each owner of the Remaining Credit Parcels applying for its building permit from the City and having an executed RIF assignment agreement, the City shall apply the applicable Remaining Credit Amount applicable to such Remaining Credit Parcel. Developer and City hereby agree to the basic form of the Remaining Credit Amount assignment attached hereto as Exhibit "C" and incorporated herein. In the event, the RIF assessment at the time of building permit is lower than the RIF Credit Amount assigned to an individual Remaining Credit Parcel, the City will only provide credits up to the RIF Credit Amount assigned to that parcel.

City shall pay the Reimbursements to Developer within thirty (30) days of the effective date**.**

SECTION 2. TERM

The term of this Agreement shall begin on the latest date of execution by either Party, and end upon the (i) payment of the Reimbursements to the Developer, and (ii) upon the Remaining Credit Amount being credited and/or applied to the Remaining Credit Parcels.

SECTION 3. INDEMNITY

DEVELOPER SHALL INDEMNIFY, SAVE AND HOLD HARMLESS THE CITY, ITS ELECTED OFFICIALS, OFFICERS, AGENTS, ATTORNEYS AND EMPLOYEES (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST: (I) ANY ADMINISTRATIVE OR INVESTIGATIVE PROCEEDING BY ANY GOVERNMENTAL AUTHORITY DIRECTLY OR INDIRECTLY RELATED, TO A CLAIM, DEMAND, ACTION OR CAUSE OF ACTION, ARISING FROM DEVELOPER'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER; (II) ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION WHICH DIRECTLY OR INDIRECTLY CONTESTS OR CHALLENGES THE LEGAL AUTHORITY OF THE CITY OR DEVELOPER TO ENTER INTO THIS AGREEMENT; (III) ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION BROUGHT BY AN ASSIGNEE OF DEVELOPER RELATED TO APPROVAL OF AN ASSIGNMENT BEING WITHHELD BY THE CITY OTHER THAN AN ASSIGNMENT OF ANY PORTION OF THE REMAINING CREDIT AMOUNT SO LONG AS SUCH ASSIGNMENT IS ON THE FORM SHOWN ON EXHIBIT "C" ; AND (IV) ANY AND ALL LIABILITIES, LOSSES, COSTS OR EXPENSES (INCLUDING ATTORNEY'S FEES AND DISBURSEMENTS) THAT ANY INDEMNITEES SUFFER OR INCURS AS A RESULT OF ANY ACTION OR OMMISSION OF INDEMNITEES PURSUANT TO THIS AGREEMENT; PROVIDED, HOWEVER, THAT DEVELOPER SHALL HAVE NO OBLIGATION UNDER THIS PARAGRAPH TO THE CITY WITH RESPECT TO ANY OF THE FOREGOING ARISING OUT OF THE GROSS NEGLIGENCE, WILLFUL MISCONDUCT OF THE CITY OR THE BREACH BY THE CITY OF THIS AGREEMENT.

SECTION 4. REMEDIES

If a default by the Developer shall occur and continue, after thirty (30) days written notice to cure default, the City may, at its sole option, terminate this Agreement in accordance with Texas law, without the necessity of further notice to or demand upon the Developer.

If the City fails to either: (i) pay the Reimbursements to the Developer pursuant to the terms of this Agreement, or (ii) apply the Remaining Credit Amount to the Remaining Credit Parcels pursuant to the terms of this Agreement, then Developer or such owners of the Remaining Credit Parcels, who have executed assignment agreements with the City as set forth in Section 1, may, after providing the City thirty (30) days written notice to cure such default, exercise any remedy provided by law subject to the limitations on City set forth in Texas state law and without waiving any immunities on behalf of City. Other than failure to pay the Reimbursements to Developer or apply the Remaining Credit Amount as described above, if a default by the City shall occur and continue, after thirty (30) days written notice to cure such default, Developer (or its successors or assigns, as may be applicable) may, at its sole option, terminate this Agreement in accordance with Texas law, without the necessity of further notice to or demand upon the City.

All warranty and indemnification obligations herein shall survive any termination or assignment unless the Party warranting, or indemnifying, is released by the other Party. Nothing in this Section shall be construed to waive any sovereign, governmental immunity available to City, or its council, employees, and/or agents, under Texas law. Nothing in this Section, nor the election of either Party to not exercise a right or seek a remedy at a particular time, shall be construed as a waiver or release of any right, remedy, or cause of action that is available to such Party under or as a result of this Agreement, in equity or at law.

SECTION 5. VENUE AND GOVERNING LAW

This Agreement is performable in Denton County, Texas, and venue of any action arising out of this Agreement shall be exclusively in Denton County, Texas. This Agreement shall be governed and construed in accordance with the laws and court decisions of the State of Texas.

SECTION 6. NOTICES

Any notice required by this Agreement shall be deemed to be properly served if deposited in the U.S. Mail by certified letter, return receipt requested, addressed to the recipient at the recipient's address shown below, subject to the right of either Party to designate a different address by notice given in the manner just described.

If intended for City, to:
The City of Denton
Sara Hensley, City Manager
215 East McKinney
Denton, Texas 76201

With a copy to:
City of Denton
215 E. McKinney Street
Denton, Texas 76201
Attention: Mack Reinwand
City Attorney
Fax No.: (940) 382-7923

If intended for Developer, to:
Allegiance Hillview, L.P.
c/o Fortress Investment Group LLC
4550 Travis Street, 8th FL,
Dallas, TX 75205
Attention: Ron Cobb

With a copy to:
Fortress Investment Group LLC
1345 Avenue of the Americas, 46TH fl
New York, NY, 10105

SECTION 8. APPLICABLE LAWS

This Agreement is made subject to the provisions of the Charter and ordinances of City, as amended, and all applicable state and federal laws. The Parties stipulate that this Agreement does not satisfy any other development obligation under law or City ordinances.

SECTION 9. SEVERABILITY

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

SECTION 10. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

SECTION 11. CAPTIONS

The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

SECTION 12. SUCCESSORS AND ASSIGNS

The terms and conditions of this Agreement are binding upon the successors and assigns of the Parties to this Agreement.

SECTION 13. ENTIRE AGREEMENT

This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties relating to matters contained in this Agreement and, except as otherwise provided in this Agreement, cannot be modified without written agreement of the Parties to be attached to and made a part of this Agreement. The scope of this Agreement is limited to the specific obligations of the Developer and City's set forth in Section 1. The Parties further stipulate that with respect to the limited scope of this Agreement, the funds provided are not disproportionate to the burdens of the development. The Parties stipulate that this Agreement does not constitute a permit for development under Chapter 245 of the Texas Local Government Code.

EXECUTED this _____ day of _____, 2026, by the City, signing by and through its City Manager, and by the Developer, acting through its duly authorized officers.

CITY: CITY OF DENTON, TEXAS

By: _____
Sara Hensley, City Manager

ATTEST:

By:_____
Ingrid Rex, City Secretary

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me on the ____ day of _____, 2026, by Sara Hensley, the City Manager of the City of Denton, Texas, on behalf of said City.

_____
Notary Public in and for the State of Texas

(SEAL)

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational obligations
and business terms.

_____
SIGNATURE

_____
PRINTED NAME

_____
TITLE

_____
DEPARTMENT

_____
DATE

APPROVED AS TO FORM:
MACK REINWAND, CITY ATTORNEY

By:_____

DEVELOPER:

ALLEGIANCE HILLVIEW, L.P.,
a New York limited partnership

By: TH GP LLC, a Delaware limited liability company, d/b/a TH Denton GP LLC in the State of Texas, its general partner

By: _____
Name: Daniel N. Bass
Title: Authorized Signatory

STATE OF New York §
§
COUNTY OF New York §

This instrument was acknowledged before me on January 22, 2026 by Daniel N. Bass, the Authorized Signatory of TH GP, LLC, a Delaware limited liability company, d/b/a TH Denton GP LLC in the State of Texas, acting on behalf of such limited liability company as the general partner of Allegiance Hillview, L.P., a New York limited partnership, on behalf of said limited partnership.

Chynna Schwartz
Notary Public, State of New York

My commission expires on 11/22/28

Chynna Schwartz
Typed or Printed Name of Notary

CHYNNA SCHWARTZ
Notary Public, State of New York
No. 01SC0031327
Qualified in Nassau County
Commission Expires November 22, 2028

Exhibit "A"

The Subject Property

VICINITY MAP
NOT TO SCALE

SURVEYOR/ENGINEER

DUNAWAY ASSOCIATES, L.P.
550 BAILEY AVE.
SUITE 400
FORT WORTH, TEXAS 76107
(817) 335-1121 (PHONE)
(817) 335-7437 (FAX)
FIRM REGISTRATION NUMBER: 10098100

OWNER/DEVELOPER

ALLEGIANCE HILLVIEW, LP
5221 N. O'CONNOR BLVD.
SUITE 700
IRVING, TEXAS 75039
(972) 532-4300 (PHONE)

METES AND BOUNDS DESCRIPTION

BEING a 92.548 acre tract of land situated in the B. B. B. & C. R. R. Survey, Abstract Number 192, Denton County, Texas, in the City of Denton, being a portion of the tract of land described as Tract One in the deed to Allegiance Hillview, L. P. recorded in Document Number 2005-41743, Deed Records of Denton County, Texas, also being all of Lot 2, Block 2, all of Lot 1, Block 3 and a portion of Block 1, Conveyance Plat of Rayzor Ranch South, according to the plat recorded in Cabinet Y, Slide 470, Plat Records of Denton County, Texas, and also being a portion of Lot 3, Lots 1, 2 & 3 Pearcy/Christen Addition No. 1 according to the plat recorded in Cabinet B, Slide 34, Map Record of Denton County, Texas, said 92.548 acre tract of land being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with a yellow plastic cap stamped "Dunaway Assoc LP" found for the point of intersection of the easterly right-of-way line of Heritage Trail (a variable width right-of-way) as described in the instrument recorded in Document Number 2014-112939, Deed Records of Denton County, Texas with the southerly right-of-way line of University Drive (U.S. 380)(a variable width right-of-way) as described in the instrument recorded in Document Number 2010-69548, Deed Records of Denton County, Texas;

THENCE with the southerly right-of-way line of University Drive (U.S. 380) the following:

North 89° 27' 11" East a distance of 217.23 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Dunaway Assoc LP" set for the point of curvature of a curve to the right having a radius of 4,961.00 feet;

Northeasterly along said curve through a central angle of 00° 56' 55" an arc distance of 82.15 feet with a chord bearing of North 89° 55' 39" East and a chord distance of 82.15 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Dunaway Assoc LP" set in the common line of Lot 2 and Lot 3, Pearcy/Christen Addition Number 1, an addition to the City of Denton according to the plat recorded in Cabinet B, Slide 34, Plat Records of Denton County, Texas;

THENCE departing the southerly right-of-way line of University Drive (U.S. 380) with the common line of said Lot 2 and said Lot 3 South 01° 08' 26" East a distance of 583.84 feet to a 5/8 inch iron rod found for the common southerly corner of said Lot 2 and said Lot 3;

THENCE with the southerly line of said Pearcy/Christen Addition 1 and the southerly line of Lot 1-C, Pearcy/Christen Addition Number 1, an addition to the City of Denton according to the plat recorded in Cabinet L, Slide 188, Plat Records of Denton County, Texas South 89° 04' 34" East a distance of 681.49 feet to the northeasterly corner of the tract of land described in the instrument to the City of Denton recorded in Document Number 2008-96935, Deed Records of Denton County, Texas from which a found 5/8 inch iron rod bears North 50° 00' 17" East a distance of 0.64 feet;

THENCE with the westerly line of said City of Denton tract the following:

South 00° 53' 07" West a distance of 481.67 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Dunaway Assoc LP" set for corner;

South 01° 03' 42" West a distance of 956.92 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Dunaway Assoc LP" found for corner;

South 00° 59' 47" West a distance of 1,172.74 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Dunaway Assoc LP" set for the point of curvature of a curve to the right having a radius of 279.87 feet;

Southwesterly along said curve through a central angle of 44° 54' 33" an arc distance of 219.37 feet with a chord bearing of South 23° 27' 04" West and a chord distance of 213.79 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Dunaway Assoc LP" found for the point of reverse curve to the left having a radius of 437.01 feet;

Southwesterly along said curve through a central angle of 56° 13' 57" an arc distance of 428.90 feet with a chord bearing of South 17° 47' 22" West and a chord distance of 411.89 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Dunaway Assoc LP" set for the end of said curve;

South 40° 03' 11" West a distance of 25.12 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Dunaway Assoc LP" set in the northerly right-of-way line of Scripture Street (a variable width right-of-way);

THENCE departing the westerly line of said City of Denton tract with the northerly right-of-way line of Scripture Street North 88° 58' 02" West a distance of 373.11 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Dunaway Assoc LP" found for the southeast corner of the tract of land described in the deed to Cook Children's Health Care System recorded in Document Number 2008-116772, Deed Records of Denton County, Texas;

THENCE departing the northerly right-of-way line of Scripture Street with easterly lines of said Cook Children's Health Care System tract the following:

North 01° 04' 41" East a distance of 469.52 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Dunaway Assoc LP" found for corner;

North 88° 57' 19" West a distance of 270.25 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Dunaway Assoc LP" found for corner;

North 01° 04' 41" East a distance of 266.87 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Dunaway Assoc LP" found for corner;

North 06° 56' 02" West a distance of 150.19 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Dunaway Assoc LP" found for the northeasterly corner of said Cook Children's Health Care System tract;

THENCE with the northerly line of said Cook Children's Health Care System tract the following:

South 83° 18' 21" West a distance of 349.09 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Dunaway Assoc LP" found for point of curvature of a curve to the right having a radius of 1,033.50 feet;

Southwesterly along said curve through a central angle of 03° 02' 20" an arc distance of 54.76 feet with a chord bearing of South 84° 49' 31" West and a chord distance of 54.76 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Dunaway Assoc LP" found for the point of tangency of said curve;

South 86° 20' 41" West a distance of 27.69 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Dunaway Assoc LP" found in the easterly right-of-way line of Heritage Trail (a variable width right-of-way as shown on Rayzor Ranch Town Center, an addition to the City of Denton according to the plat recorded in Document Number 2017-509, Plat Records of Denton County, Texas;

THENCE departing the northerly line of said Cook Children's Health Care System tract with the easterly right-of-way line of Heritage Trail the following:

North 08° 48' 02" West a distance of 45.09 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Dunaway Assoc LP" found for corner;

North 50° 18' 05" West a distance of 21.09 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Dunaway Assoc LP" found for corner;

North 08° 36' 52" West a distance of 147.80 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Dunaway Assoc LP" found for the beginning of a non-tangent curve to the left having a radius of 858.09 feet;

Northwesterly along said curve through a central angle of 04° 56' 25" an arc distance of 73.30 feet with a chord bearing of North 08° 35' 04" West and a chord distance of 73.28 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Dunaway Assoc LP" found for the end of said curve;

North 11° 36' 35" West a distance of 165.39 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Dunaway Assoc LP" found for the beginning of a non-tangent curve to the right having a radius of 464.90 feet;

Northwesterly along said curve through a central angle of 13° 15' 32" an arc distance of 107.69 feet with a chord bearing of North 05° 37' 48" West and a chord distance of 107.45 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Dunaway Assoc LP" found for the end of said curve;

North 01° 02' 00" East a distance of 105.09 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Dunaway Assoc LP" found for corner;

North 01° 03' 18" East a distance of 45.64 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Dunaway Assoc LP" found for the beginning of a non-tangent curve to the left having a radius of 525.00 feet;

Northwesterly along said curve through a central angle of 01° 49' 58" an arc distance of 7.17 feet with a chord bearing of North 00° 37' 36" East and a chord distance of 7.17 feet to a 5/8 inch iron rod with a cap stamped "Dunaway Assoc LP" found for the end of said curve;

North 01° 02' 20" East a distance of 45.69 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Dunaway Assoc LP" found for corner;

North 01° 02' 00" East a distance of 1,139.00 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Dunaway Assoc LP" found for the point of curvature of a curve to the right having a radius of 272.00 feet;

Northeasterly along said curve through a central angle of 33° 37' 36" an arc distance of 159.13 feet with a chord bearing of North 15° 46' 50" East and a chord distance of 156.42 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Dunaway Assoc LP" found for the point of tangency of said curve;

North 30° 37' 36" East a distance of 492.43 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Dunaway Assoc LP" found for the point of curvature of a curve to the left having a radius of 357.00 feet;

Northeasterly along said curve through a central angle of 12° 50' 36" an arc distance of 80.07 feet with a chord bearing of North 30° 12' 47" East and a chord distance of 82.10 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Dunaway Assoc LP" found for the point of compound curvature of a curve to the left having a radius of 463.50 feet;

Northwesterly along said curve through a central angle of 21° 44' 19" an arc distance of 183.94 feet with a chord bearing of North 12° 24' 56" East and a chord distance of 182.74 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Dunaway Assoc LP" found for the point of tangency of said curve;

North 01° 02' 46" East a distance of 181.92 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Dunaway Assoc LP" found for the point of curvature of a curve to the right having a radius of 26.50 feet;

Northeasterly along said curve through a central angle of 21° 35' 01" an arc distance of 13.02 feet with a chord bearing of North 12° 50' 16" East and a chord distance of 14.92 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Dunaway Assoc LP" found for the end of said curve;

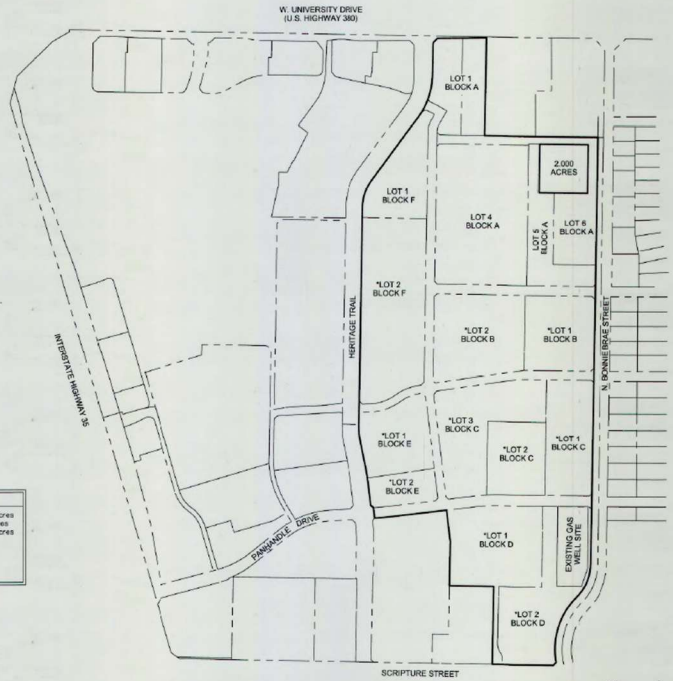
North 45° 18' 01" East a distance of 33.51 feet to the POINT OF BEGINNING;

CONTAINING a computed area of 92.548 acres (4,031,376 square feet) of land.

SAVE AND EXCEPT from the above described tract of land described in the instrument to the City of Denton recorded in Document Number 2010-32727, Deed Records of Denton County, Texas.

LEAVING a net computed area of 90.548 acres (3,944,257 square feet) of land.

LAND USE TABLE	
Total Gross Acreage	90.548 Acres
Right-of-Way Dedication	8.175 Acres
Net Acreage	82.373 Acres
Number of Residential Lots	0
Number Non-Residential Lots	15
Non-Residential Acreage	0
Private Park Acreage	0
Public Park Acreage	0



DRAINAGE AND DETENTION NOTE:

This plat is hereby adopted by the owner and approved by the City of Denton (called "City") subject to the following conditions that shall be binding upon the owners, their heirs, grantees, and successors. The Drainage and Detention Easement within the limits of this addition shall remain open at all times and will be maintained in a safe and sanitary condition by the owners of the lot or lots that are traversed by or adjacent to the Drainage and Detention Easement. The City will not be responsible for the maintenance and operation of said easement or for any damage to private property or person that results from conditions in the easement, or for the control of erosion. No obstruction to the natural flow of storm water run-off shall be permitted by construction of any type of building, fence or any other structure within the Drainage and Detention Easement, as herein above defined, unless approved by the City. It shall be the duty of the drainage and detention easement user and owners of lots that would cause any obstruction that would change the natural flow of water. The City shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance by the owners to alleviate any undesirable conditions that may occur. Furthermore, the City shall have the right, but not the obligation, to enter upon the above-described drainage and detention easement to remove any obstruction to the flow of water, after giving the owners written notice of such obstruction and owners fail to remove such obstruction. Should the City of Denton be compelled to remove any obstruction to the flow of water, after giving the owners written notice of such obstruction and owners fail to remove such obstruction, the City of Denton shall be reimbursed by the owners for reasonable costs for labor, materials, and equipment for each instance. The natural drainage through the Drainage and Detention Easement is subject to storm water overflow and natural bank erosion to an extent that cannot be definitely defined. The City shall not be held liable for any damages of any nature resulting from the occurrence of these natural phenomena or resulting from the failure of any structure or structures, within the easement or otherwise

*NOTE TO POTENTIAL LOT PURCHASER:
1) All or a portion of this lot is located within 1,000 feet of an existing Gas Well Drilling and Production Site.
2) Lot Purchaser shall be aware of the existence of producing wells on the Drilling and Production Site, the possibility of new wells that may be drilled and fracture stimulated on the Drilling and Production Site, and as the possibility that gas wells on the Drilling and Production Site may be re-drilled and/or re-fractured stimulated at some point in the future.

CITY OF DENTON, TEXAS
CERTIFICATE OF APPROVAL

Approved this 23 day of January 2019, by the Planning and Zoning Commission for the City of Denton.

SIGNED: _____ ATTEST: _____
Planning & Zoning Chairperson — City Secretary

FINAL PLAT
OF
RAYZOR RANCH EAST
LOTS 1, 4-6 BLOCK A, LOTS 1&2 BLOCK B, LOTS 1-3 BLOCK C, LOT 1&2 BLOCK D, LOTS 1&2 BLOCK E, AND LOTS 1&2 BLOCK F

FP18-0025

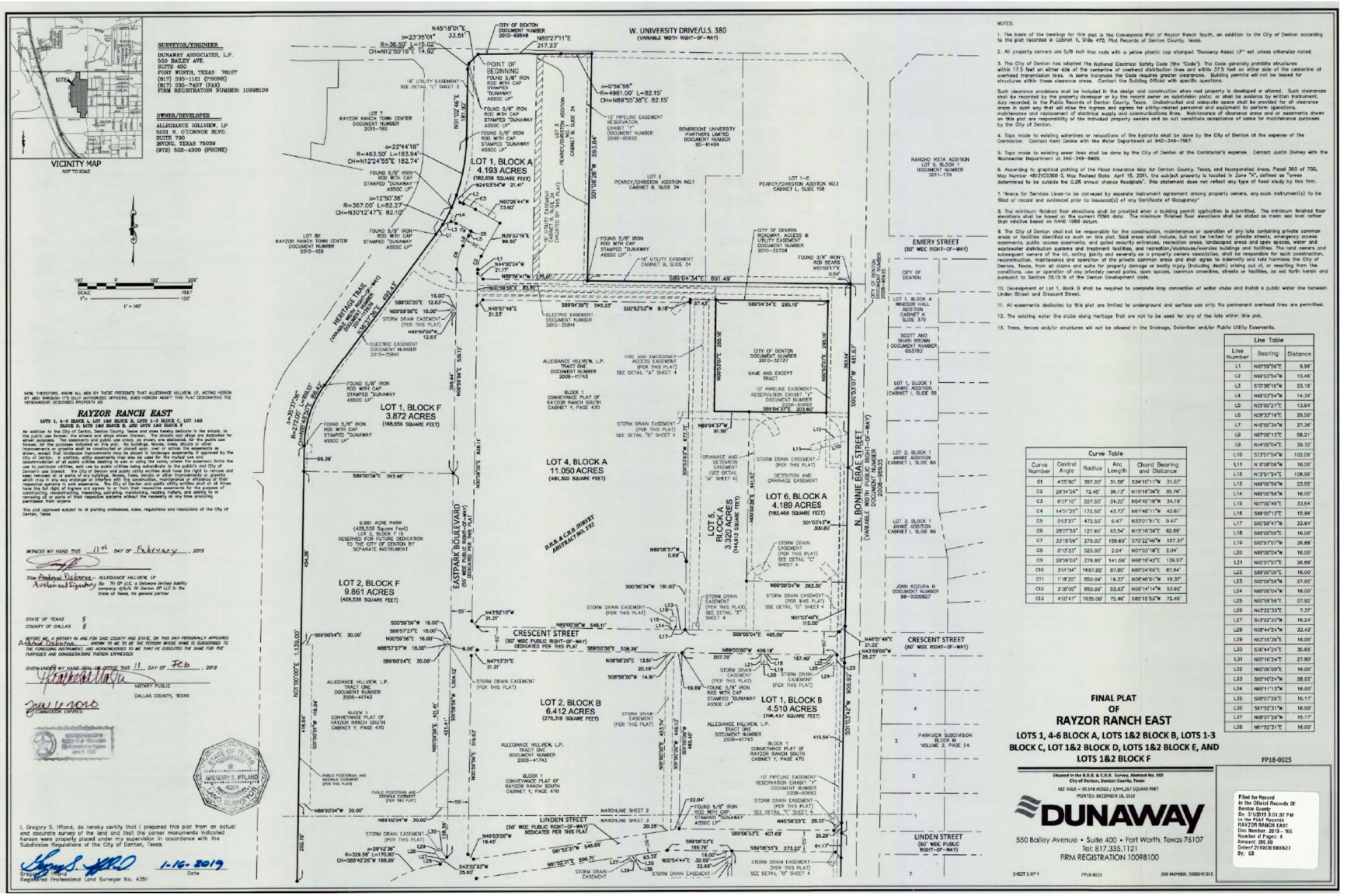
Situated in the B.B.B. & C.R.R. Survey, Abstract No. 192
City of Denton, Denton County, Texas

NET AREA = 90.548 ACRES / 3,944,257 SQUARE FEET
PLOTTED: DECEMBER 20, 2018

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
FIRM REGISTRATION 10098100

Filed for Record
in the Official Records Of
Denton County
On: 3/1/2019 3:01:37 PM
In the PLAT Records
RAYZOR RANCH EAST
Doc Number: 2019-105
Number of Pages: 4
Amount: 280.00
Order#: 20190301000927
By: CB

SHEET 1 OF 4 FP18-0025 JOB NUMBER: 2005247.013



SURVEYOR/ENGINEER

DUNAWAY ASSOCIATES, L.P.
550 BAILEY AVE.
SUITE 400
FORT WORTH, TEXAS 76107
(817) 335-1121 (PHONE)
(817) 335-7437 (FAX)
FIRM REGISTRATION NUMBER: 10098100

OWNER/DEVELOPER

ALLEGIANCE HILLVIEW, LP
5001 N. O'CONNOR BLVD.
SUITE 700
IRVING, TEXAS 75039
(972) 932-6300 (PHONE)

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT ALLEGIANCE HILLVIEW, LP, ACTING HEREIN BY AND THROUGH IT'S DULY AUTHORIZED OFFICERS, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREINABOVE DESCRIBED PROPERTY AS

RAYZOR RANCH EAST

LOTS 1, 4-6 BLOCK A, LOT 1&2 BLOCK B, LOTS 1-3 BLOCK C, LOT 1&2 BLOCK D, LOTS 1&2 BLOCK E, AND LOTS 1&2 BLOCK F

An addition to the City of Denton, Denton County, Texas and does hereby dedicate in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements or public use areas as shown hereon, except that landscape improvements may be placed if approved by the City of Denton. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same, unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Denton's use thereof. The City of Denton and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance or efficiency of their respective systems in said easements. The City of Denton and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purposes of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.

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

WITNESS MY HAND THIS 11th DAY OF February, 2019

By: Andrew Sidebree - ALLEGIANCE HILLVIEW, LP
Authorized Signatory By: TH GP LLC, a Delaware limited liability company, d/b/a TH Denton GP LLC in the State of Texas, its general partner

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, A NOTARY IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED Andrew Sidebree, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 11 DAY OF Feb, 2019

NOTARY PUBLIC
DALLAS COUNTY, TEXAS

MY COMMISSION EXPIRES: JULY 17, 2020

I, Gregory S. Ifland, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments indicated hereon were properly placed under my supervision in accordance with the Subdivision Regulations of the City of Denton, Texas.

Gregory S. Ifland
Registered Professional Land Surveyor No. 4351

1-16-2019
Date

NOTES:

1. The basis of the bearings for this plat is the Conveyance Plat of Rayzor Ranch South, an addition to the City of Denton according to the plat recorded in Cabinet Y, Slide 470, Plat Records of Denton County, Texas.

2. All property corners are 5/8 inch iron rods with a yellow plastic cap stamped "Dunaway Assoc LP" set unless otherwise noted.

3. The City of Denton has adopted the National Electrical Safety Code (the "Code"). The Code generally prohibits structures within 17.5 feet on either side of the centerline of overhead distribution lines and within 37.5 feet on either side of the centerline of overhead transmission lines. In some instances the Code requires greater clearances. Building permits will not be issued for structures within these clearance areas. Contact the Building Official with specific questions.

Such clearance provisions shall be included in the design and construction when real property is developed or altered. Such clearances shall be recorded by the property developer or by the record owner on subdivision plats; or shall be evidence by written instrument, duly recorded, in the Public Records of Denton County, Texas. Unobstructed and adequate space shall be provided for all clearance areas in such way that will allow the ingress and egress for utility-related personnel and equipment to perform operations, maintenance and replacement of electrical supply and communications lines. Maintenance of clearance areas and or easements shown on this plat are responsibility of the individual property owners and do not constitute acceptance of same for maintenance purposes by the City of Denton.

4. Taps made to existing waterlines or relocations of fire hydrants shall be done by the City of Denton at the expense of the Contractor. Contact Kent Cenkie with the Water Department at 940-349-7167.

5. Taps made to existing sewer lines shall be done by the City of Denton at the Contractor's expense. Contact Justin Ockney with the Wastewater Department at 940-349-8409.

6. According to graphical plotting of the Flood Insurance Map for Denton County, Texas, and Incorporated Areas, Panel 260 of 750, Map Number 48121C0260 D, Map Revised Date: April 18, 2011, the subject property is located in Zone "X", defined as "areas determined to be outside the 0.2% annual chance floodplain". This statement does not reflect any type of flood study by this firm.

7. "Areas for Services Lines-to be conveyed by separate instrument agreement among property owners, any such instrument(s) to be filed of record and evidenced prior to issuance(s) of any Certificate of Occupancy"

8. The minimum finished floor elevations shall be provided when a building permit application is submitted. The minimum finished floor elevations shall be based on the current FEMA data. The minimum finished floor elevations shall be stated as mean sea level rather than relative based on NAVD 1988 datum.

9. The City of Denton shall not be responsible for the construction, maintenance or operation of any lots containing private common areas or facilities identified as such on this plat. Said areas shall include, but not be limited to: private streets, emergency access easements, public access easements, and gated security entrances, recreation areas, landscaped areas and open spaces, water and wastewater distribution systems and treatment facilities, and recreation/clubhouse/exercise buildings and facilities. The land owners and subsequent owners of the lot, acting jointly and severally as a property owners association, shall be responsible for such construction, reconstruction, maintenance and operation of the private common areas and shall agree to indemnify and hold harmless the City of Denton, Texas, from all claims and suits for property damage or bodily injury (including death) arising out of, or resulting from the conditions, use or operation of any privately owned parks, open spaces, common amenities, streets or facilities, as set forth herein and pursuant to Section 35.15.16 of the Denton Development code.

10. Development of Lot 1, Block B shall be required to complete loop connection of water stubs and install a public water line between Linden Street and Crescent Street.

11. All easements dedicates by this plat are limited to underground and surface use only. No permanent overhead lines are permitted.

12. The existing water line stubs along Heritage Trail are not to be used for any of the lots within this plat.

13. Trees, fences and/or structures will not be allowed in the Drainage, Detention and/or Public Utility Easements.

Curve Table

Curve Number	Central Angle	Radius	Arc Length	Chord Bearing and Distance
C1	4°55'50"	367.00'	31.58'	S34°10'11"W 31.57'
C2	28°34'26"	72.40'	36.13'	N10°16'26"E 35.76'
C3	8°27'10"	227.50'	34.20'	N06°40'19"W 34.19'
C4	14°31'25"	172.50'	43.73'	N81°48'11"W 43.61'
C5	0°43'27"	472.50'	0.47'	N33°01'51"E 0.47'
C6	28°27'53"	127.90'	63.54'	N15°16'36"E 62.88'
C7	33°15'06"	275.00'	159.60'	S70°22'40"W 157.37'
C8	0°15'23"	525.00'	2.04'	N01°03'18"E 2.04'
C9	28°09'03"	278.80'	141.06'	N68°16'42"E 139.57'
C10	3°01'04"	1667.82'	87.85'	N80°24'05"E 87.84'
C11	1°18'20"	850.09'	19.37'	N06°46'01"W 19.37'
C12	3°26'05"	850.09'	53.93'	N09°14'14"W 53.92'
C13	4°07'41"	1035.00'	72.46'	S86°15'53"W 72.45'

Line Table

Line Number	Bearing	Distance
L1	N10°59'56"E	9.96'
L2	N69°03'54"W	10.46'
L3	S70°38'10"W	23.19'
L4	N69°03'54"W	14.34'
L5	N25°50'27"E	13.64'
L6	N39°37'16"E	29.50'
L7	N45°30'34"W	27.26'
L8	N87°00'13"E	56.21'
L9	N44°00'04"E	29.32'
L10	S73°51'54"E	102.09'
L11	N1°08'06"W	16.00'
L12	N73°51'54"E	106.99'
L13	N89°08'56"W	23.55'
L14	N89°08'56"W	16.00'
L15	N01°00'49"E	33.64'
L16	S89°00'13"E	15.99'
L17	S90°59'47"W	33.64'
L18	S89°00'00"E	16.00'
L19	S90°57'07"W	26.88'
L20	N89°00'04"W	16.00'
L21	N90°57'07"E	26.88'
L22	S89°00'00"E	16.00'
L23	S90°59'56"W	27.92'
L24	N89°00'04"W	16.00'
L25	N90°59'56"E	27.92'
L26	N4°22'33"E	7.37'
L27	S4°22'33"W	16.24'
L28	N30°44'24"W	33.43'
L29	N53°15'36"E	16.00'
L30	S36°44'24"E	30.65'
L31	N01°10'24"E	27.80'
L32	N90°00'00"E	16.00'
L33	S01°10'24"W	28.03'
L34	N89°11'13"W	16.00'
L35	S00°07'29"E	15.17'
L36	S81°52'31"W	16.00'
L37	N00°07'29"W	15.17'
L38	N81°52'31"E	16.00'

FINAL PLAT
OF
RAYZOR RANCH EAST

LOTS 1, 4-6 BLOCK A, LOTS 1&2 BLOCK B, LOTS 1-3 BLOCK C, LOT 1&2 BLOCK D, LOTS 1&2 BLOCK E, AND LOTS 1&2 BLOCK F

FP18-0025

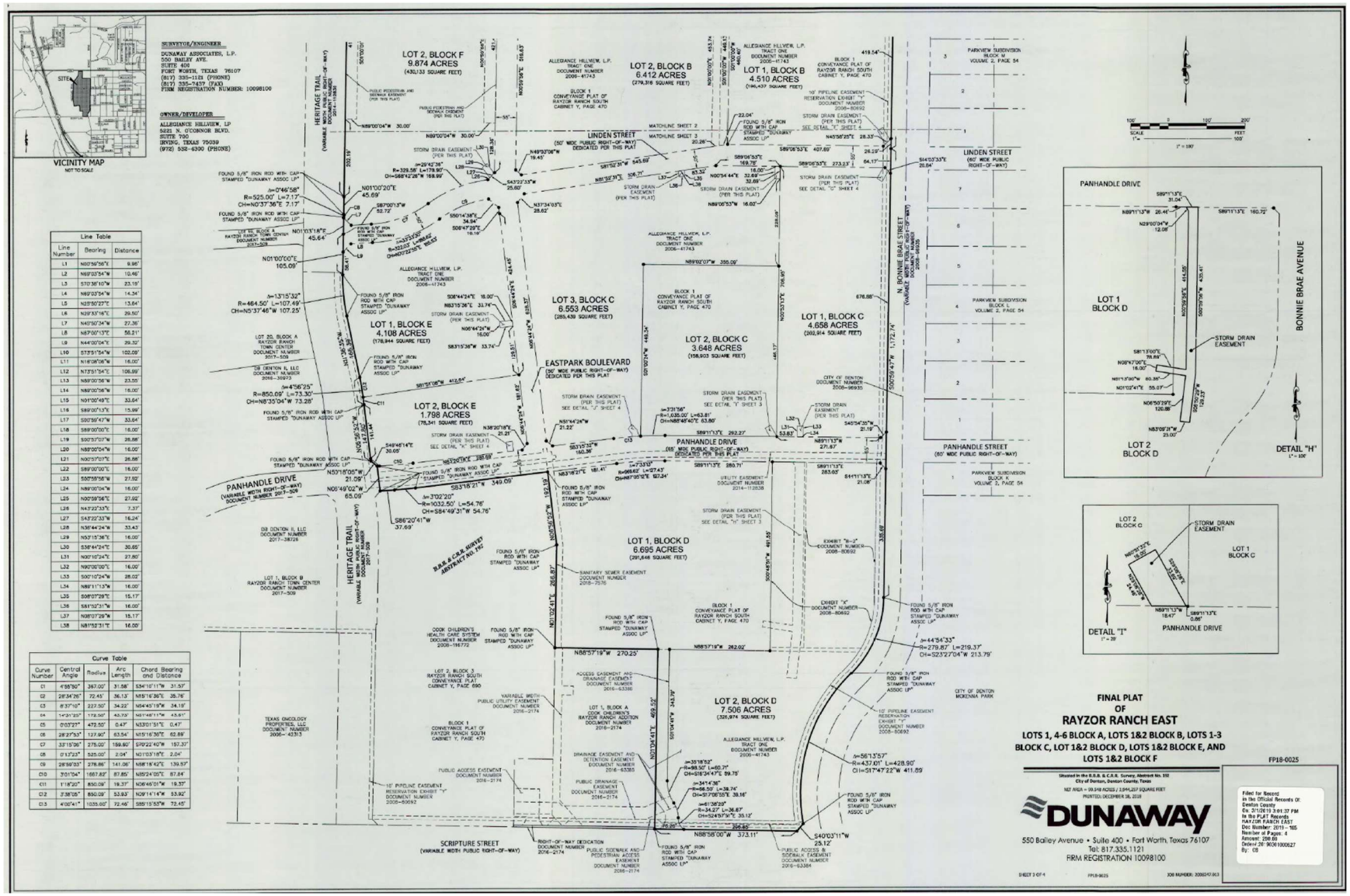
Situated in the B.B.B. & C.R.R. Survey, Abstract No. 192
City of Denton, Denton County, Texas

167 AREA = 20.518 ACRES / 3,594,287 SQUARE FEET
PLOTTED: DECEMBER 18, 2018

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
FIRM REGISTRATION 10098100

SHEET 1 OF 1 FP18-0025 JOB NUMBER: 2006212.013

Filed for Record
In the Official Records Of
Denton County
On: 3/1/2019 3:01:37 PM
In the PLAT Records
RAYZOR RANCH EAST
Doc Number: 2019 - 165
Number of Pages: 4
Amount: 200.00
Deliet/ 219DOR1900627
By: CB



Line Table		
Line Number	Bearing	Distance
L1	N00°56'56"E	9.96'
L2	N69°03'54"W	10.46'
L3	S70°36'10"W	23.19'
L4	N69°03'54"W	14.34'
L5	N25°50'27"E	13.84'
L6	N39°33'16"E	29.50'
L7	N40°50'34"W	27.36'
L8	N87°00'13"E	56.21'
L9	N44°00'04"E	29.32'
L10	S73°51'54"W	102.09'
L11	N16°08'06"W	16.00'
L12	N73°51'54"E	106.99'
L13	N89°00'56"W	23.55'
L14	N89°00'56"W	16.00'
L15	N01°00'49"E	33.64'
L16	S89°00'13"E	15.99'
L17	S00°36'47"W	33.64'
L18	S89°00'00"E	16.00'
L19	S00°57'07"W	26.88'
L20	N89°00'04"W	16.00'
L21	N00°57'07"E	26.88'
L22	S89°00'00"E	16.00'
L23	S00°58'56"W	27.92'
L24	N89°00'04"W	16.00'
L25	N00°58'56"E	27.92'
L26	N43°22'33"E	7.37'
L27	S43°22'33"W	16.24'
L28	N36°44'24"W	33.43'
L29	N53°15'36"E	16.00'
L30	S36°44'24"E	30.85'
L31	N00°10'24"E	27.80'
L32	N90°00'00"E	16.00'
L33	S00°10'24"W	28.02'
L34	N89°11'13"W	16.00'
L35	S08°07'29"E	15.17'
L36	S81°52'31"W	16.00'
L37	N08°07'29"W	15.17'
L38	N81°52'31"E	16.00'

Curve Table				
Curve Number	Central Angle	Radius	Arc Length	Chord Bearing and Distance
C1	4°55'50"	367.00'	31.58'	S34°10'11"W 31.57'
C2	28°34'26"	72.45'	36.13'	N15°16'36"E 35.76'
C3	6°37'10"	227.50'	34.22'	N54°45'19"E 34.19'
C4	14°31'25"	172.50'	43.73'	N61°48'11"E 43.61'
C5	0°03'27"	472.50'	0.47'	N33°01'51"E 0.47'
C6	28°27'53"	127.90'	63.54'	N15°16'36"E 62.89'
C7	33°15'26"	275.00'	159.60'	S70°22'40"W 157.37'
C8	0°13'23"	525.00'	2.04'	N01°03'18"E 2.04'
C9	28°39'33"	278.86'	141.26'	N88°15'42"E 139.73'
C10	7°01'04"	1557.82'	87.85'	N85°24'05"E 87.84'
C11	1°18'20"	850.09'	19.37'	N06°46'01"W 19.37'
C12	7°38'05"	850.09'	53.93'	N09°14'14"W 53.92'
C13	4°00'41"	1035.00'	72.46'	S85°15'53"W 72.45'

FINAL PLAT
OF
RAYZOR RANCH EAST
LOTS 1, 4-6 BLOCK A, LOTS 1&2 BLOCK B, LOTS 1-3 BLOCK C, LOT 1&2 BLOCK D, LOTS 1&2 BLOCK E, AND LOTS 1&2 BLOCK F

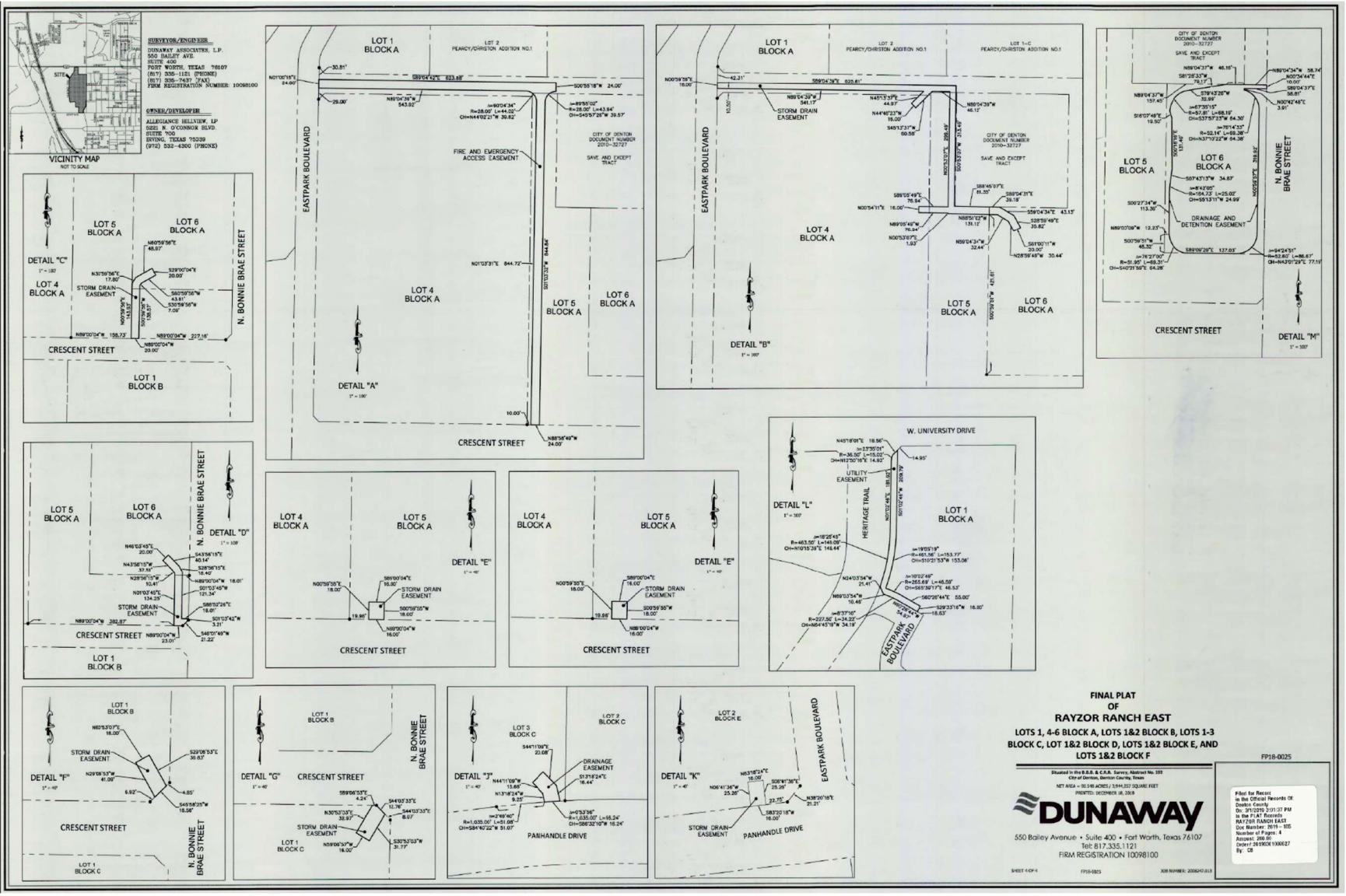
FP18-0025

Situated in the B.B.B. & C.R.R. Survey, Abstract No. 192
City of Denton, Denton County, Texas
NET AREA = 19.349 ACRES / 1,044,237 SQUARE FEET
PLOTTED: DECEMBER 26, 2018

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
FIRM REGISTRATION 10098100

SHEET 3 OF 4 FP18-0025 JOB NUMBER: 209247.013

Filed for Record
in the Official Records Of
Denton County
On: 3/1/2019 3:01:37 PM
In the PLAT Records
RAYZOR RANCH EAST
Doc Number: 2019-105
Number of Pages: 4
Amount: 258.00
Order#: 20190301000627
By: CS



FINAL PLAT
OF
RAYZOR RANCH EAST
LOTS 1, 4-6 BLOCK A, LOTS 1&2 BLOCK B, LOTS 1-3 BLOCK C, LOT 1&2 BLOCK D, LOTS 1&2 BLOCK E, AND LOTS 1&2 BLOCK F

FP18-0025

Situated in the B.D.D. & C.R.R. Survey, Abstract No. 332
City of Denton, Denton County, Texas
NET AREA = 10.146 ACRES / 3,594,222 SQUARE FEET
PRINTED: DECEMBER 18, 2019

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
FIRM REGISTRATION 10098100

SHEET 4 OF 4 FP18-0025 JOB NUMBER: 2018247.013

Filed for Record
In the Official Records Of
Denton County
On: 3/1/2019 2:01:37 PM
In the PLAT Records
RAYZOR RANCH EAST
Doc Number: 2019 - 105
Number of Pages: 4
Amount: 260.00
Order#:20190301000027
By: CB

Exhibit "B"

Credit Balance

Rayzor Ranch

Information based on Roadway Impact Fee Rates, Rayzor Ranch Town Center Site Plan, and TrakIT Permit Data

SP MAP #	TENANT	ADDRESS	Parent Permit	PERMIT	APPLIED	ISSUED	LAND USE	UOM In SF	SF	Fee Per Unit	PAID	PRE RIF 6/21/2017	CALCULATED RIF	TOTAL CREDIT	PAID
Rayzor Ranch (Town Center)															
LOT 1 BLOCK B	Available	Pandhandle Dr		-						-		$ -			
LOT 10R-2 BLOCK A	Available	2655 W University Dr	1510-0236	-			Retail	1000	1647	2,990.79		$ 4,925.84			N
LOT 10R-2 BLOCK A	Hereford's	2655 W University Dr #1031	1510-0236	1904-0951	7/1/2019	9/24/2019	High Turnover (Sit-Down) Restaurant	1000	2210	5,219.35			$ 11,534.75	$ 11,534.75	N
LOT 10R-2 BLOCK A	Taqueria Monterrey	2655 W University Dr #1049	1510-0236	1811-0038	11/7/2018	2/13/2019	Fast Food Restaurant without Drive-Thru Window	1000	2966	11,292.77			$ 33,494.35	$ 33,494.35	N
LOT 10R-2 BLOCK A	Dick's Sporting Goods	2845 W University		2305-0359	5/9/2023	9/12/2023	Shopping Center	1000	43925	2,099.98	92241.76		$ 92,241.76	$ -	Y
LOT 10R-2 BLOCK A	At Home	2855 W University		2112-0747	12/21/2021	12/1/2022	Department Store	1000	86381	1,123.46	97045.63		$ 97,045.63	$ -	Y
LOT 10R-2 BLOCK A	Alamo Drafthouse Cinema	3220 Town Center Tr		1701-0419	1/23/2017	9/18/2017	Multiplex Movie Theater	1	8	16,411.09			$ 131,288.75	$ 131,288.75	N
LOT 10R-2 BLOCK A	Portillo's	3300 N I-35		2305-0289	5/17/2023	9/5/2023	Fast Food Restaurant with Drive-Thru Window	1000	7615	14,096.83	107347.33		$ 107,347.33	$ -	Y
LOT 10R-2 BLOCK A	Aspen Dental	3400 N I-35 #100	2211-0554	2311-0785	11/28/2023	6/7/2024	Retail	1000	3600	2,990.79	10766.85		$ 10,766.85	$ -	Y
LOT 10R-2 BLOCK A	Teriyaki Madness	3400 N I-35 #110	2211-0554	2410-0047	10/8/2024	1/9/2025	Retail	1000	1500	2,990.79	4486.19		$ 4,486.19	$ -	Y
LOT 10R-2 BLOCK A	Lenscrafters	3410 N I-35 #100	2211-0553	2311-0481	11/15/2023	2/6/2024	Retail	1000	3800	2,990.79	11365.01		$ 11,365.01	$ -	Y
LOT 10R-2 BLOCK A	IVX Health	3410 N I-35 #106	2211-0553	2501-0943	2/5/2025	4/17/2025	Retail	1000	1945	2,990.79	5817.09		$ 5,817.09	$ -	Y
LOT 10R-2 BLOCK A	Gen Korean BBQ House	3410 N I-35 #130	2211-0553	2504-0241	4/7/2025	9/7/2025	Retail	1000	4715	2,990.79	14101.59		$ 14,101.59	$ -	Y
LOT 10R-2 BLOCK A	Salata Restaurant	3420 N I-35 #100	2211-0552	2403-0847	3/26/2024	6/13/2024	Retail	1000	2800	2,990.79	8374.22		$ 8,374.22	$ -	Y
LOT 10R-2 BLOCK A	Pei Wei Asian Kitchen	3420 N I-35 #110	2211-0552	2406-0708	6/21/2024	8/29/2024	Retail	1000	2307	2,990.79	6899.76		$ 6,899.76	$ -	Y
LOT 10R-2 BLOCK A	Nation's Giant Burgers	3420 N I-35 #120	2211-0552	2403-0226	3/11/2024	7/12/2024	Retail	1000	2800	2,990.79	8374.22		$ 8,374.22	$ -	Y
LOT 10R-2 BLOCK A	First Watch	3420 N I-35 #130	2211-0552	2407-0515	7/16/2024	12/20/2024	Retail	1000	4744	2,990.79	14188.32		$ 14,188.32	$ -	Y
LOT 13 BLOCK A	Available	3140 N I-35 E								-		$ -			
LOT 14 BLOCK A	Available	3130 N I-35 E								-		$ -			
LOT 15 BLOCK A	Rooms to Go	3120 N Interstate 35 E		1612-0062	12/2/2016	4/30/2018	Department Store	1000	39120	1,123.46				$ -	N
LOT 17 BLOCK A	Andy B's	3120 N Interstate 35 E		1712-0394	12/14/2017	3/7/2018	Entertainment	1000	41803	2,837.73			$ 118,625.73	$ 118,625.73	N
LOT 18 BLOCK A	Available	2620 Pandhandle Dr								-		$ -			
LOT 18 BLOCK A	In and Out Burger	2835 W University		1601-0606	1/28/2016	7/6/2016	Fast Food Restaurant with Drive-Thru Window	1000	4951	14,096.83		$ 69,793.39			N
LOT 21 BLOCK A	Home2 By Hilton	3125 Heritage Trl		2210-0796	11/8/2022	5/23/2024	Hotel	1	120	590.81	70897.39		$ 70,897.39	$ -	Y
LOT 23R BLOCK A	IHOP	3200 N I-35 E		1805-0963	5/31/2018	10/18/2018	High Turnover (Sit-Down) Restaurant	1000	4621	5,219.35	$ 24,448.60		$ 24,118.60	$ -	Y
LOT 24 BLOCK A	Available	3210 N I-35 E								-		$ -			
LOT 25 BLOCK A	Cheddars Scratch Kitchen	3240 N I-35 E		1709-0269	9/14/2017	12/28/2017	High Turnover (Sit-Down) Restaurant	1000	7570	5,219.35			$ 39,510.45	$ 39,510.45	N
LOT 2R BLOCK A	Chilis	2825 W University Dr		1506-0429	6/12/2015	10/20/2015	High Turnover (Sit-Down) Restaurant	1000	6088	5,219.35		$ 31,775.38			N
LOT 3R BLOCK A	Chase Bank	2805 W University		1809-0365	9/14/2018	1/25/2019	Walk-In Bank	1000	4887	4,968.33			$ 23,847.97	$ 23,847.97	N
LOT 4 BLOCK A	Chipotle	2735 W University Dr #1051	1409-0635	1511-0363	11/19/2015	4/4/2016	Fast Food Restaurant without Drive-Thru Window	1000	2200	11,292.77		$ 24,844.09			N
LOT 4 BLOCK A	Firehouse Subs	2735 W University Dr #1059	1409-0635	1607-0170	7/8/2016	10/20/2016	Fast Food Restaurant without Drive-Thru Window	1000	1785	11,292.77		$ 20,157.59			N
LOT 4 BLOCK A	Kung Fu Tea	2735 W University Dr #1061	1409-0635	1606-0768	6/30/2016	9/1/2016	Fast Food Restaurant without Drive-Thru Window	1000	1502	11,292.77		$ 16,961.74			N
LOT 4 BLOCK A	Great Clips	2735 W University Dr #1065	1409-0635	1601-0497	1/22/2016	3/31/2016	Commercial Service - Salon	1000	1068	694.89		$ 742.15			N
LOT 4 BLOCK A	Brain Balance	2735 W University Dr #1075	1409-0635	1707-0503	7/18/2017	9/26/2017	Medical Office Building	1000	2581	5,387.71			$ 13,905.68	$ 13,905.68	N
LOT 4 BLOCK A	Luxe Nail Salon	2735 W University Dr #1085	1409-0635	1604-0056	4/4/2016	6/22/2016	Commercial Service - Salon	1000	2465	694.89		$ 1,712.91			N
LOT 4 BLOCK A	Select Comfort (Mattress)	2735 W University Dr #1095	1409-0635	1510-0129	10/6/2015	3/2/2016	Retail	1000	2500	2,990.79		$ 7,476.98			N
LOT 6R BLOCK A	Zoe's Kitchen	2515 W University # 1019	1801-0789	1807-0488	7/26/2018	1/8/2019	High Turnover (Sit-Down) Restaurant	1000	2846	5,219.35			$ 14,854.26	$ 14,854.26	N
LOT 6R BLOCK A	Massage Envy	2515 W University # 1023	1801-0789	1807-0660	8/1/2018	9/17/2018	Commercial Service - Salon	1000	3200	694.89			$ 2,223.66	$ 2,223.66	N
LOT 6R BLOCK A	T-Mobile	2515 W University # 1029	1801-0789	1805-0023	5/3/2018	7/13/208	Retail	1000	2820	2,990.79			$ 8,434.03	$ 8,434.03	N
LOT 6R BLOCK A	Raising Cane's	2705 W University Dr		1506-0364	6/11/2015	10/22/2015	Fast Food Restaurant with Drive-Thru Window	1000	3575	14,096.83		$ 50,396.15			N
LOT 7R BLOCK A	Cotton Patch	2505 W University # 1001	1801-0790	1805-0770	5/24/2018	8/20/2018	High Turnover (Sit-Down) Restaurant	1000	4500	5,219.35			$ 23,487.06	$ 23,487.06	N
LOT 7R BLOCK A	UPS Store	2505 W University # 1010	1801-0790	2002-0468	2/19/2020	3/24/2020	Retail	1000	1400	2,990.79			$ 4,187.11	$ 4,187.11	N
LOT 7R BLOCK A	Stanton Optical	2505 W University # 1015	1801-0790	2407-0862	1/7/1900	6/20/2019	Medical Office Building	1000	2845	5,387.71			$ 15,328.03	$ 15,328.03	N
LOT 8R BLOCK A	WinCo	2645 W University Dr		1507-0453	7/20/2015	11/16/2015	Supermarket	1000	85931	5,204.04		$ 447,188.36			N
LOT 9R-1 BLOCK A	Villages of Rayzor Ranch	3235 Heritage Trl		1801-0111	1/8/2018	5/22/2018	Apartment/Multi-family	1	300	1,240.81			$ 372,241.92	$ 372,241.92	N
LOT 9R-1 BLOCK A	Villages of Rayzor Ranch Building 3	3235 Heritage Trl		1804-0593	4/16/2018	12/18/2018	Apartment/Multi-family	1	36	1,240.81			$ 44,669.03	$ 44,669.03	N
LOT 11R BLOCK A	Embassy Suites	3100 Town Center		1512-0188	12/4/2015	4/18/2016	Hotel	1	311	590.81		$ 183,742.41			N
LOT 3R BLOCK A	Target	2755 W University Dr		2308-0133	8/3/2023	1/24/2024	Department Store	1000	146018	1,123.46			$ 164,045.44	$ 164,045.44	N
										-	**$ 476,353.96**	**$ 859,716.97**	**$ 1,497,702.17**	**$ 1,021,678.21**	
Rayzor Ranch (North)										-				$ -	
LOT 10	First United Bank	2730 W University		0910-0438	10/29/2009	2/17/2010	Drive-In Bank	1000	4006	12,027.45		$ 48,181.98			N
LOT 11	The Home Depot	2950 W University		2207-1068	7/28/2022	3/17/2023	Home Improvement Superstore	1000	135498	1,037.75	$ 140,612.62		$ 140,612.62	$ -	Y
LOT 12	Sam's Club	2850 W University		0712-0084	12/7/2007	12/10/2009	Supermarket	1000	137381	5,204.04		$ 714,936.22			N
LOT 13	Walmart	2750 W University		0804-0079	4/1/2008	12/10/2009	Supermarket	1000	189929	5,204.04		$ 988,398.11			N
LOT 14	Panera Bread	2510 W University		1210-0476	10/23/2012	3/11/2013	Fast Food Restaurant with Drive-Thru Window	1000	4091	14,096.83		$ 57,670.12			N
LOT 15	James Avery	2300 W University 1300	1712-0495	1807-0606	7/24/2018	10/29/2018	Department Store	1000	2426	1,123.46	$ 2,725.51		$ 2,725.51	$ -	Y
LOT 15	Hanasato	2500 W University 1330	1712-0495	1810-0191	10/8/2018	12/10/2018	High Turnover (Sit-Down) Restaurant	1000	2018	5,219.35	$ 10,523.64		$ 10,532.64	$ -	Y
LOT 16	Kohl's	2620 W University		1204-0562	4/24/2012	9/6/2012	Retail	1000		2,990.79		$ -			N
LOT 1R	Ulta	2314 W University	2111-0401	2208-0742	8/15/2022	10/10/2022	Retail	1000	9930	2,990.79	$ 29,698.57		$ 29,698.57	$ -	Y
LOT 1R	Milano Nail Spa	2400 W University	2402-0919	2501-0837	1/27/2025	4/1/2025	Shopping Center	1000	5292	2,099.98	$ 11,113.11		$ 11,113.11	$ -	Y
LOT 1R	Cowboy Chicken	2520 W University #1150	0904-0189	1112-0339	12/21/2011	2/29/2012	High Turnover (Sit-Down) Restaurant	1000	2800	5,219.35		$ 14,614.17			N
LOT 1R	The Joint Chiropractic	2520 W University #1154	0904-0189	2202-0778	3/23/2022	4/13/2022	Retail	1000	1415	2,990.79			$ 4,231.97	$ 4,231.97	N
LOT 1R	GNC	2520 W University #1166	0904-0189	1108-0122	8/3/2011	2/21/2012	Retail	1000	1400	2,990.79		$ 4,187.11			N
LOT 1R	Sports Clips	2520 W University #1170	0904-0189	1112-0371	12/22/2011	2/10/2012	Commercial Service - Salon	1000	1330	694.89		$ 924.21			N
LOT 1R	AT&T	2520 W University #1180	0904-0189	1208-0657	8/22/2012	9/12/2012	Retail	1000	3500	2,990.79		$ 10,467.77			N

Rayzor Ranch

Information based on Roadway Impact Fee Rates, Rayzor Ranch Town Center Site Plan, and TrakIT Permit Data

SP MAP #	TENANT	ADDRESS	Parent Permit	PERMIT	APPLIED	ISSUED	LAND USE	UOM in SF	SF	Fee Per Unit	PAID	PRE RIF 6/21/2017	CALCULATED RIF	TOTAL CREDIT	PAID
LOT 1R	DK Foot & Casual	2520 W Univesity #1160	0904-0189	1307-0769	7/25/2013	8/28/2013	Retail	1000	2520	2,990.79		$ 7,536.80			N
LOT 1R	Starwood Café	2530 W University #1100	0904-0189	1201-0111	1/5/2012	3/12/2012	High Turnover (Sit-Down) Restaurant	1000	2587	5,219.35		$ 13,502.45			N
LOT 1R	Dickey's	2530 W University #1110	0904-0189	1412-0268	12/5/2014	1/28/2015	Fast Food Restaurant without Drive-Thru Window	1000	2250	11,292.77		$ 25,408.73			N
LOT 1R	Serenity Nails & Spa	2530 W University #1120	0904-0189	1606-0464	6/18/2016	8/18/2016	Commercial Service - Salon	1000	2500	694.89		$ 1,737.23			N
LOT 1R	Colorful Hearing	2530 W University #1130	0904-0189	1310-0687	10/25/2013	12/16/2013	Retail	1000	1750	2,990.79		$ 5,233.89			N
LOT 1R	Villa Grande	2530 W University #1140	0904-0189	1111-0486	11/22/2011	001/18/2012	High Turnover (Sit-Down) Restaurant	1000	3800	5,219.35					N
LOT 1R	Academy	2600 W University		1402-0717	2/21/2014	6/2/2014	Retail	1000	72090	2,990.79		$ 215,606.22			N
LOT 1R	Marshalls	2604 W University	1709-0693	1711-0572	11/21/2017	4/24/2018	Department Store	1000	21471	1,123.46	$ 24,121.82		$ 24,121.82	$ -	Y
LOT 1R	Tuesday Morning	2608 W University	1709-0693	1709-0695	10/3/2017	4/24/2018	Department Store	1000	12299	1,123.46	$ 13,817.44		$ 13,817.44	$ -	Y
LOT 1R	Guitar Center	2610 W University #1210	1409-0448	1503-0150	3/6/2015	7/14/2015	Retail	1000	10051	2,990.79		$ 30,060.45			N
LOT 1R	America's Best Contacts and Glasses	2610 W University #1240	1409-0448	1503-0342	3/12/2015	6/3/2015	Retail	1000	3366	2,990.79		$ 10,067.01			N
LOT 1R	Ross	2640 W University #1250		1207-0709	7/30/2012	1/14/2013	Retail	1000	25008	2,990.79		$ 74,793.74			N
LOT 1R	Famous Footwear	2640 W University #1256	1207-0430	1209-0066	9/6/2012	8/16/2013	Retail	1000	6000	2,990.79		$ 17,944.75			N
LOT 1R	Five Below	2640 W University #1260	1207-0430	1302-0319	2/12/2013	4/16/2013	Free-Standing Discount Store	1000	7756	2,990.79		$ 23,196.59			N
LOT 1R	Salons by JC	2640 W University #1266	1207-0430	1309-0690	9/24/2013	11/11/2019	Commercial Service - Salon	1000	7558	694.89					N
LOT 1R	Boot Barn	2640 W University #1270	1207-0430	1308-0802	8/26/2013	11/20/2013	Retail	1000	14036	2,990.79		$ 41,978.76			N
LOT 1R	Joann Fabrics and Crafts	2640 W University #1276	1207-0271	1212-0091	12/5/2012	2/12/2013	Retail	1000	21932	2,990.79		$ 65,594.06			N
LOT 1R	Petco	2640 W University #1280	1207-0271	1207-0289	7/12/2012	10/24/2012	Retail	1000	10009	2,990.79		$ 29,934.84			N
LOT 1R	Panda Express	2700 W University #1040	0812-0171	1107-0295	7/19/2011	9/20/2011	Fast Food Restaurant without Drive-Thru Window	1000	2489	11,292.77		$ 28,107.70			N
LOT 1R	Which Which	2700 W University #1054	0812-0171	1101-0273	1/13/2011	2/25/2011	Fast Food Restaurant without Drive-Thru Window	1000	1497	11,292.77		$ 16,905.27			N
LOT 1R	Absolute Smile Dental	2700 W University #1060	0812-0171	1003-0449	3/19/2010	5/3/2010	Medical /Dental Office Building	1000	2491	5,387.71		$ 13,420.79			N
LOT 1R	Deluxe Nails & Spa	2700 W University #1070	0812-0171	1005-0095	6/5/2010	7/27/2010	Commercial Service - Salon	1000	2000	694.89		$ 1,389.78			N
LOT 1R	Yogurt Story	2700 W University #1080	0812-0171	1010-0106	10/6/2010	11/24/2010	Fast Food Restaurant without Drive-Thru Window	1000	1780	11,292.77		$ 20,101.12			N
LOT 1R	Freebirds	2700 W University #1090	0812-0171	1005-0467	5/25/2010	7/9/2010	Fast Food Restaurant without Drive-Thru Window	1000	2695	11,292.77		$ 30,434.01			N
LOT 1R	Matress Firm	2710 W University #1000	0812-0171	1001-0035	1/4/2010	8/10/2010	Retail	1000	4000	2,990.79		$ 11,963.17			N
LOT 1R	H&R Block	2710 W University #1010	0812-0171	1010-0431	10/27/2010	11/30/2010	Retail	1000	1400	2,990.79		$ 4,187.11			N
LOT 1R	Wing Stop	2710 W University #1012	0812-0171	1005-0258	5/14/2010	6/23/2010	Fast Food Restaurant without Drive-Thru Window	1000	1568	11,292.77		$ 17,707.06			N
LOT 1R	Super Cuts	2710 W University #1016	0812-0171	1003-0065	3/3/2010	5/4/2010	Commercial Service - Salon	1000	1190	694.89		$ 826.92			N
LOT 1R	Game Stop	2710 W University #1020	0812-0171	0901-0393	1/30/2009	8/18/2010	Retail	1000	1600	2,990.79		$ 4,785.27			N
LOT 1R	Crumbl - Rayzor Ranch	2710 W University #1030	0812-0171	2506-0725	6/23/2025	7/7/2025	Retail	1000	2200	2,990.79			$ 6,579.74	$ 6,579.74	N
LOT 1R	Dave's Hot Chicken	2710 W University #1040	0812-0171	2404-0414	4/10/2024	8/8/2024	Retail	1000	2500	2,990.79			$ 7,476.98	$ 7,476.98	N
LOT 3R	Care Now	2310 W University #1500	1802-0170	1809-0271	9/11/2018	10/18/2018	Medical /Dental Office Building	1000	4074	5,387.71	$ 21,949.53		$ 21,949.53	$ -	Y
LOT 3R	PNC Bank	2310 W University #1540	1802-0170	1911-0158	11/13/2019	1/24/2020	Walk-In Bank	1000	1900	4,968.33			$ 9,439.82	$ 9,439.82	N
LOT 4R	Starbucks	2320 W University #1400	0904-0011	1201-0005	1/3/2012	7/11/2012	Coffee/Donut Shop with Drive-Thru Window	1000	18500	8,923.40		$ 165,082.86			N
LOT 4R	Joy Donuts	2320 W University #1450	0904-0011	1605-0027	5/2/2016	7/11/2016	Coffee/Donut Shop with Drive-Thru Window	1000	590	8,923.40		$ 5,264.80			N
LOT 4R	Tiff's Treats	2320 W University #1499	0904-0011	1904-0209	4/5/2019	5/3/2019	Fast Food Restaurant without Drive-Thru Window	1000	1400	11,292.77			$ 15,809.87	$ 15,809.87	N
LOT 5R	Taco Cabana	2330 W University		1412-0706	12/23/2014	5/6/2015	Fast Food Restaurant with Drive-Thru Window	1000	3588	14,096.83		$ 50,579.41			N
LOT 6R	Chic-Fil-A	2410 W University		1004-0033	4/1/2010	8/6/2010	Fast Food Restaurant with Drive-Thru Window	1000	4317	14,096.83		$ 60,856.00			N
LOT 7R	Whataburger	2420 W University		1004-0245	4/13/2010	7/15/2010	Fast Food Restaurant with Drive-Thru Window	1000	3117	14,096.83		$ 43,939.81			N
LOT 8R	First State Bank	2430 W University		0910-0388	10/27/2009	1/12/2010	Drive-In Bank	1000	4364	12,027.45		$ 52,487.81			N
LOT 9	Sam's Club Gas	2720 W University		0807-0041	7/2/2008	12/10/2009						$ -			N
											$ 254,562.24	$ 2,930,014.10	$ 298,109.63	$ 43,538.39	
Rayzor Ranch (East)														$ -	
LOT 1 BLOCK A												$ -			
LOT 1 BLOCK B (NOW SUBDIVIDED)	Rayzor Cottages Enterprises	Rayzor Ave					Single-Family Detached Housing	1	37	2,000.00		$ 74,000.00			N
LOT 1 BLOCK C												$ -			
LOT 1 BLOCK D												$ -			
LOT 1 BLOCK E	Rayzor Ranch Apartments	3130 Heritage Trail		2112-0302	12/9/2021	3/15/2022	Apartment/Multi-family	1	322	1,240.81	$ 399,539.66		$ 399,539.66	$ -	Y
LOT 1 BLOCK F												$ -			
LOT 2 BLOCK B	Altera Rayzor Ranch	2405 Crescent		2408-0027	8/5/2024	12/11/2024	Apartment/Multi-family	1	192	1,240.81	$ 238,234.83		$ 238,234.83	$ -	Y
LOT 2 BLOCK C	Panhandle Multifamily	2520 Panhandle		2309-0712	9/21/2023	6/10/2024	Apartment/Multi-family	1	105	1,240.81	$ 130,284.67		$ 130,284.67	$ -	Y
LOT 2 BLOCK D	Pradera Multifamily	2525 Panhandle		2410-0476	10/15/2024	5/20/2025	Apartment/Multi-family	1	242	1,240.81	$ 300,275.15		$ 300,275.15	$ -	Y
LOT 2 BLOCK E												$ -			
LOT 2 BLOCK F												$ -			
LOT 3 BLOCK 3	The Vista @ Rayzor Ranch Senior Living	2401 Linden St		1906-0644	6/25/2019		Senior Adult Housing-Attachec	1	212	502.04	$ 106,431.80	$ 106,431.80	$ 106,431.80	$ -	Y
LOT 4 BLOCK A												$ -			
LOT 5 BLOCK A												$ -			
LOT 6 BLOCK A												$ -			
											$ 1,174,766.11	$ 180,431.80	$ 1,174,766.11	$ -	
Rayzor Ranch (Marketplace)														$ -	
	The Residences at Rayzor Ranch - Ph 1						Single-Family Detached Housing	1	45	2,000.00	$ 90,000.00	$ 90,000.00		$ -	Y
	The Residences at Rayzor Ranch - Ph 1						Residential Condominium/Townhome	1	143	1,040.81	$ 148,835.54	$ 148,835.54		$ -	Y
	The Residences at Rayzor Ranch - Ph 2						Single-Family Detached Housing	1	21	2,000.00	$ 42.00	$ 42,000.00		$ -	Y
	The Residences at Rayzor Ranch - Ph 2						Residential Condominium/Townhome	1	73	1,040.81	$ 75,978.98	$ 75,978.98		$ -	Y
											$ 314,856.52	$ 356,814.53	$ -	$ -	
Rayzor Ranch (South)												$ -			

Rayzor Ranch

Information based on Roadway Impact Fee Rates, Rayzor Ranch Town Center Site Plan, and TrakIT Permit Data

SP MAP #	TENANT	ADDRESS	Parent Permit	PERMIT	APPLIED	ISSUED	LAND USE	UOM in SF	SF	Fee Per Unit	PAID	PRE RIF 6/21/2017	CALCULATED RIF	TOTAL CREDIT	PAID
LOT 1R BLOCK A	Texas Health Resources	2701 Panhandle	2209-0836	2211-0884	12/1/2022	8/30/2023	Medical /Dental Office Building	1000	8930	5,387.71	$ 48,112.25		$ 48,112.25	$ -	Y
LOT 1R BLOCK A	Texas Health Surgical Specialists	2721 Panhandle #100	2107-0648	2203-0913	3/24/2022	10/19/2022	Medical /Dental Office Building	1000	7775	5,387.71	$ 41,889.45		$ 41,889.45	$ -	Y
LOT 1R BLOCK A	Texas Health Family Care	2721 Panhandle #200	2107-0648	2111-0999	11/18/2022	1/25/2023	Medical /Dental Office Building	1000	6730	5,387.71	$ 36,259.29		$ 36,259.29	$ -	Y
LOT 2R BLOCK A	Available	2660 Scripture	1804-0986	TBD	1/1/2025	1/1/2026	Medical /Dental Office Building	1000	2219	5,387.71	$ 11,955.33		$ 11,955.33	$ -	Y
LOT 2R BLOCK A	Texas Health Family Care - Dr Ceja	2660 Scripture #100	1804-0986	1908-0236	8/28/2019	9/26/2019	Medical /Dental Office Building	1000	3484	5,387.71	$ 18,770.78		$ 18,770.78	$ -	Y
LOT 2R BLOCK A	Dr King	2660 Scripture #110	1804-0986	1810-0786	10/29/2018	3/1/2019	Medical /Dental Office Building	1000	3650	5,387.71	$ 19,665.14		$ 19,665.14	$ -	Y
LOT 2R BLOCK A	Texas Health Family Care 475	2660 Scripture #120	1804-0986	1810-0788	10/29/2018	3/1/2019	Medical /Dental Office Building	1000	3650	5,387.71	$ 19,665.14		$ 19,665.14	$ -	Y
LOT 2R BLOCK A	Dallas Associated Dermatologists	2660 Scripture #200	1804-0986	2009-0756	10/1/2020	12/29/2020	Medical /Dental Office Building	1000	4042	5,387.71	$ 21,777.12		$ 21,777.12	$ -	Y
LOT 2R BLOCK A	Ellie Mental Health	2660 Scripture #210	1804-0986	2111-0999	11/18/2021	1/25/2022	Medical /Dental Office Building	1000	1674	5,387.71	$ 9,019.03		$ 9,019.03	$ -	Y
LOT 2R BLOCK A	Solis Mammography	2660 Scripture #220	1804-0986	2005-0234	5/12/2020	6/18/2020	Medical /Dental Office Building	1000	3607	5,387.71	$ 19,433.47		$ 19,433.47	$ -	Y
LOT 3 BLOCK A	Available									-		$ -			
											$ 246,547.00	$ -	$ 246,547.00	$ -	
Cook's Children Rayzor Ranch Addition												$ -			
BLK 3 LOT 2	Cook's Children Primary Care	2530 W Scripture St		1509-0391	9/18/2015	3/21/2016	Medical /Dental Office Building	1000	13566	5,387.71		$ 73,089.67			
											$ -	$ 73,089.67	$ -	$ -	
									Total		$ 2,467,085.83	$ 4,400,067.07	$ 3,217,124.91	$ 1,065,216.61	

Exhibit C

ASSIGNMENT OF ROADWAY IMPACT FEE CREDIT

This Assignment of Roadway Impact Fee Credit (this "**Assignment**") is entered into as of the _____, day of 2026 (the "**Effective Date**"), between **Allegiance Hillview, L.P.,** a New York limited partnership (the "**Assignor**"), _____ (the "**Assignee**"), and the **City of Denton**, a home-rule city and a political subdivision of the State of Texas, acting by and through its duly authorized officers (the "**City**").

RECITALS

A. Assignor, as Developer, entered into that certain Development Agreement (the "**Development Agreement**") with the City, dated _____, 2026, establishing a reimbursement credit for roadway impact fees ("**RIF**").

B. As of the date hereof, Assignee is the owner of Lot ____, Block _____, of Rayzor Ranch East, as more particularly described on Exhibit A attached hereto and incorporated herein (the "**Property**").

C. Upon the owner of the Property applying for its building permit for the improvements on the Property, the City shall grant a credit for the RIF applicable to the Property in an amount not to exceed $_____ (the "**RIF Credit**").

D. Assignor desires to assign and transfer all of its right, title and interest as Developer as it pertains to the RIF Credit related to the Property.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Assignor and Assignee hereby agree as follows:

1. **Defined Terms**. Capitalized terms used in this Assignment have the respective meanings as defined in the Development Agreement unless otherwise provided in this Assignment.

2. **Assignment and Assumption.** Assignor hereby assigns and transfers to Assignee all of Assignor's rights, title and interest in and to the RIF Credit, and Assignee hereby accepts assignment of the RIF Credit. Upon receipt of the RIF Credit, Assignee agrees to indemnify, defend and hold Assignor and the City harmless from and on account of any claims, demands, actions, losses, expenses and liabilities (including attorney's fees) under the Development Agreement as it relates to the Property and as it relates to this Assignment.

3. **Miscellaneous**. The subdivision headings contained in this Assignment are for convenience of reference only and are not intended to delineate or limit the meaning of any provision of this Assignment or to be considered in construing the provisions of this Assignment. This Assignment shall be governed by and construed in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

CITY:

Date: _____

CITY OF DENTON, TEXAS

By: _____
Sara Hensley, City Manager

ATTEST:

By:_____
Ingrid Rex, City Secretary

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me on the ____ day of _____, 202__, by Sara Hensley, the City Manager of the City of Denton, Texas, on behalf of said City.

_____
Notary Public in and for the State of Texas
(SEAL)

APPROVED AS TO FORM:
MACK REINWAND, CITY ATTORNEY

By:_____

THIS ASSIGNMENT HAS BEEN BOTH REVIEWED AND APPROVED as to financial and operational obligations and business terms.

_____ _____
Signature Printed Name

_____
Title

_____
Department

ASSIGNOR:

ALLEGIANCE HILLVIEW, L.P.,
a New York limited partnership

By: TH GP LLC, a Delaware limited liability company, d/b/a TH Denton GP LLC in the State of Texas, its general partner

By:_____
Name: _____
Title: _____

ASSIGNEE:

_____
a _____

By: _____

Exhibit A

Legal Description of the Property

BEING LOT _____, BLOCK _____, OF RAYZOR RANCH EAST, AN ADDITION TO THE CITY OF DENTON, DENTON COUNTY, TEXAS.