



**City of Richardson**  
**TIRZ No. Two**  
**Application for**  
**Collin County**

**City of Richardson TIRZ Application  
Responses to Collin County TIRZ Policy  
City of Richardson Tax Increment Reinvestment Zone No. Two**

Listed below are sections of the County's TIRZ Policy and the City of Richardson's applicable responses as part of the application for County participation in the City of Richardson Tax Increment Reinvestment Zone No. Two. The City's responses are shown in red. Attached to this application packet are also the following documents.

1. Power Point presentation of TIF #2
2. City Ordinance No. 3844 approving the TIRZ and Ordinance No. 3894 approving the Project and Financing Plan *(The Preliminary Project and Financing Plan and the Project and financing Plan are not attached to the ordinances. The current Project and Financing plan adopted by ordinance 3894 is attached to this application as a separate document)*
3. Current Project and Financing Plan, approved by Ordinance No. 3894 on December 10, 2012
4. DRAFT Inter Local Agreement (ILA) between Collin County and the City of Richardson – *See Exhibit A for Collin County Project Specific Category participation*
5. Existing Development Agreement for TIF #2
6. TIF/TIRZ Participation Percentage Analysis
7. TIF/TIRZ Summary Information
8. Historical Values for Properties in TIF #2

**Participation Requirements**

1. **County Audits.** The County will have the right to audit the books and records of every Zone (and Redevelopment Authority) in which it participates. Such audits will take place any time convenient to the County. *Right to audit is addressed in section 5.13 of the ILA*
2. **Eligible Zone.** In order for a reinvestment zone to be eligible for County participation, it must:
  - a. Must meet the eligibility requirements contained in Chapter 311 of the Texas Tax Code and these guidelines; *Tab 2 of this packet includes the authorizing ordinances that are in compliance with Chapter 311 of the Texas Tax Code. The Tax Increment Reinvestment Zone (TIRZ) has been approved by the Richardson City Council. See attached Ordinance No. 3844 approved on November 14, 2011 creating the TIRZ and the Preliminary Project and Financing Plan. Also attached is Ordinance No. 3894 that was approved on December 10, 2012 and approved the Project and Financing Plan.*
  - b. Cost/Benefit Analysis must show a net financial benefit will accrue to the County during the terms of its participation. *Schedules 6 and 11 of the Project and Financing Plan show the net financial benefit that accrues to Collin County. Additionally a TIF Summary Information page is attached behind Tab 7 to this application that shows the net financial benefit.*
3. **Eligible Project.** In order to be eligible for County participation, a project must have clear public purpose. *Schedule 4, Appendix B and Appendix C of the Project and Financing Plan shows the public purposes and estimated project costs. Exhibit A of the Draft Interlocal Agreement shows*

the Project Specific Categories that Collin County is being asked to participate in under the Collin County TIRZ Policy.

#### 4. Terms of Participation.

- a. The County's participation percentage may not exceed the City's participation percentage when all City tax revenues (property & sales taxes excluding Community Development Corporation and Economic Development Corporation rebates) are calculated within the TIRZ. As an example, if the City projects sales and property tax revenues of \$100 million for the life of the proposed TIRZ and agrees to refund \$40 million to the TIRZ, the County's participation may not be more than 40%.  
A supplemental schedule (TIF Participation Percentage Analysis) is attached to this application (Tab 6) and shows the City's participation percentage of 59.16%.
- b. All County participation must be for Project Specific Categories. Project specific categories are shown in Exhibit A of the Draft Interlocal Agreement (ILA). These categories include reimbursement to the developer for land dedication (related to roadways), road infrastructure and storm water drainage. It also shows Open Space/Parks as a category for County consideration.
- c. County participation must be capped at the total amount of its contribution to Project Specific Categories. Exhibit A of the ILA shows the Project Specific Categories that are eligible to be reimbursed by the County's tax increment. The ILA also defines the Maximum Reimbursement Amount as "an amount of no more than Thirty-Six Million Dollars (\$36,000,000) of the County's Tax Increment which shall be deposited in the Tax Increment Fund during the term of TIF Zone Number Two and used for Project Specific Categories and financing costs eligible for County participation as shown in the Project Plan and as more specifically described in Exhibit "A". The Maximum Reimbursement amount includes \$36 million in project specific category costs for land dedication (related to roadways), road infrastructure, storm water drainage and open space construction.
- d. The term of County participation will not extend beyond its payment of the Capped amount or the zone's receipt of the total amount from all jurisdictions, as set out in its project plan, whichever occurs first. The TIRZ is projected to last for 25 years or from 2012 through 2036. County TIF funds will only be allowed to be spent on the project specific categories in which the County agrees to participate and are capped as described above in 4.c.
- e. The County must have the ability to designate those projects in which it will participate, and for which it will administer the construction. In these instances, the TIRZ will pay to the County, in advance, all funds necessary to cover the cost of completion of the project. The Project Plan does not contemplate the County administering any construction.
- f. No more than 10% of any increment contributed by the County may be utilized by the TIRZ for the payment of administrative, legal, consulting or other professional expenses, except engineering and architectural fees directly related to the specific projects in which the County will participate. No portion of the increment contributed to the TIRZ

by the County may be paid to the City for administration fees. The Project Plan estimates that the City and County will contribute 10% of Infrastructure costs for Engineering, Permits and Testing. The Project Plan estimates that the City and County will pay 5% for project management fees related directly to the project. The County will not pay for TIF administration costs, which are estimated in the Project Plan to be \$1,152,000.

- g. There shall be no penalty or interest due from the County for delayed increment payments. This requirement is noted in section 3.2 of the Draft ILA
- h. County participation may not exceed 50%. The Project and Financing Plan shows county participation at 50%. The City's participation is shown at 66.67%. The other 33.37 percent of the City's tax increment will go to the general fund and be used to fund police, fire, and other city services provided to the development.
- i. County participation must be governed by an Interlocal Agreement executed by the municipality and County formalizing the terms and condition of participation. A Draft ILA is included as part of the City's information packet of materials. The Draft ILA is behind Tab 4.

#### **Application & Approval Process**

1. Collin County will consider participation in a Tax Increment Reinvestment Zone on a case-by-case basis. Requests for County participation are to be made to the County Administrator (Collin County Commissioners Court, 2300 Bloomdale Rd. Suite 4192, McKinney, TX 75071). The written request must be accompanied by the information outlined below:
  - a. An explanation of why the TIRZ is needed; An explanatory Powerpoint presentation is provided as part of this application packet and the Project and Financing Plan also addresses the reasons the TIRZ is needed.
  - b. The estimated lifespan of the TIRZ; The lifespan of the TIRZ is projected to be 25 years from 2012 through 2036.
  - c. A description of the proposed private sector development, its investment level and its implementation schedule; See Schedule 2 and Schedule 3 of the Project and Financing Plan. The Project and Financing Plan is behind Tab 3.
  - d. A financial forecast of what growth will occur in the proposed TIRZ if the TIRZ is not created or does not become operational; The TIRZ is undeveloped open space property and does not currently contain roads and supporting utility infrastructure. It is projected that \$90.7 million in public improvements are needed. The Project and Financing Plan projects that \$76.3 million of TIRZ support is needed, with the remaining \$14.4 million coming from approved grants. The plan also estimates that the developer could be reimbursed \$40.5 million in financing costs. Without the TIRZ support, development would occur at a much slower pace and the development would occur in smaller increments and inhibit a comprehensive development approach. The TIRZ will allow the development to occur without incurring up-front public support and incurring up-front debt service costs. Under the TIRZ, developers incur the public infrastructure costs and are paid through a reimbursement approach only if their development occurs

and only if it occurs at a pace that allows repayment during the twenty-five year life of the TIRZ. In other words, developers incur the up-front infrastructure costs and are reimbursed only if the development's real property values increase at a level to pay the developer(s) back over the life of the TIRZ. Because the developers incur the up-front costs, the Development Agreement contemplates reimbursing the developers 5% for their financing costs. However, as previously mentioned, at the end of the 25 year life of the TIRZ, any outstanding unreimbursed infrastructure costs and/or financing costs will not be owed and will cease to exist as the TIRZ is terminated.

- e. The assessed valuations of the proposed TIRZ for each of the past five years; A schedule has been attached to this application packet behind Tab 8 that contains the historical value information
- f. A detailed description of what Public Improvements will be undertaken, how they will be funded, and how these improvements relate to the area's growth; A description of needed public improvements is shown in Schedule 4, Schedule 4A, Appendix B and Appendix C of the Project and Financing Plan. Exhibit A of the DRAFT ILA shows the public improvements broken down into project specific categories.
- g. A description of the level and duration of the Reinvestment Zone Financing Plan that is being requested for each taxing entity; Participation is shown in the Project and Financing Plan for Collin County at 50% of the County's increment for 25 years. Specifically, Schedules 5, 6, 7, 8, 9, 10 and 11 show projections for the City and the County. These schedules show the taxes that will fund the TIRZ and also show the taxes that will be retained by both taxing entities. Additionally, behind Tab 7 information has been provided with this application packet that summarizes the estimated funds that go to the TIRZ and that are retained by each taxing entity. The County would retain 100% of the base real property taxes, 50% of the real property tax increment and 100% of the business personal taxes from development in the TIRZ.
- h. A detailed description of anticipated annual TIF Project revenues, costs, increments, and debt service requirements; See answer to question g. above. Additionally, the Project and Financing Plan shows the TIRZ will not issue any bonded debt. Developers are expected to pay the costs to construct public improvements within the TIRZ. The Project and Financing Plan estimates that the TIRZ will be able to fully reimburse the infrastructure costs and reimburse the financing costs at 4%. Although the Development Agreement agrees to reimburse the developer at the rate of 5% for their financing costs, the plan currently shows they would only achieve 4% at the end of 25 years. Any outstanding balance will cease to exist at the end of the 25 year TIRZ period. If the development occurs faster than shown in the Plan or if values come in stronger, then the developer could achieve the 5% financing cost amount.
- i. An explanation of the bases for the TIF Project's financial and economic growth assumptions; Assumptions are noted in the Project and Financing Plan. As an example, inflation is shown to grow at 3% and post completion appraisals increase at 1%.
- j. A detailed description of the TIF Project's impact on the local economy and the County's property tax base and if applicable, a description of the number/types of new

permanent jobs to be created and the projected payroll/or the number/types of housing units to be created and the projected sales/rental prices of each type of housing or business; **The TIRZ is 212 acres and taxable values are shown to grow from \$37,485 (2011 base year) to \$1.46 billion in 2036, which is the last year of the TIRZ. Schedules 5, 6, 7, 8, 9, 10 and 11 of the Project and Financing Plan show financial projections for the City and the County.**

**Schedules 2 and 3 show projected development in the TIRZ and estimates that 7.98 million square feet of development will be added. It is also estimated that the development will add over 12,000 employment positions over the life of the TIRZ.**

- k. The results of present value analysis which show in what year the additional tax revenue benefits to the County will equal or exceed the incremental revenues that the County will forego; **As discussed with County staff, see attached Participation Percentage Analysis behind Tab 6.**
  - l. A copy of any existing marketing and feasibility study; **See Project and Financing Plan**
  - m. A description of the Applicant's background, its record at undertaking similar projects, the background of its major principals, its relocation/expansion history over the past fifteen years, its financial condition over the past five years, and its source of financing for the TIF Projects; **Not Applicable – City is the Applicant**
  - n. An explanation, if applicable, of how the TIF Projects will revitalize economically distressed areas and/or provide employment for the chronically unemployed; **Not applicable**
  - o. A discussion of how the TIF Projects avoid, address, and/or alleviates displacement and environmental concerns; **Not applicable**
  - p. The name, address, and telephone number of the contact person; **Dan Johnson, City Manager (972) 744-4201 and Kent Pfeil, Director of Finance (972) 744-4145**
  - q. All projected revenue information provided to the City Council prior to their adoption of the TIRZ; **See attached Project and Financing Plan and Powerpoint presentation**
  - r. Any hard deadlines proposed and/or adopted by the City Council must be included in the presentation to Commissioners Court and in the County agreement; and
  - s. Any other information that may be requested that reasonably relates to the development or re-development of an area intended to be used for a TIF Project.
2. If TIRZ is in an incorporated area, a TIRZ agreement with the City must be approved prior to adoption by the County. A copy of the city ordinance and all documentation must be submitted to the County Administrator 45 days to the first public hearing. **This application packet includes all ordinances approving the TIRZ, the Infrastructure Reimbursement Agreement with the Developer, and a Draft ILA for County participation.**
  3. Prior to approving an order of participation in a TIRZ, the Commissioners Court will hold a public hearing at which interested persons shall be entitled to speak and present written materials for or against the approval of the County's participation as required in the Texas Tax Code section 311.003.

4. In order to approve participation in a TIRZ, the Commissioners Court must find that the of the proposed participation will meet these Guidelines and that:
  - a. There will be no substantial adverse effect on the provision of the jurisdiction's service or tax base; and
  - b. Participation will not substantially adversely affect the County's ability to carry out its long range development plans.
5. The County has the right to terminate or reconsider the County's participation of the TIRZ in the event the requirements of Tax Code 311.013(d) have not been met: **These provisions from the County's Policy and State Statute are addressed in the Draft ILA in section 3.2 and section 4.1(e).**

(d) If the reinvestment zone is created on or after August 29, 1983, a taxing unit is not required to pay a tax increment into the tax increment fund of the zone after three years from the date the zone is created unless the following conditions exist or have been met within the three-year period:

- (1) bonds have been issued for the zone under Section 311.015;
- (2) the municipality or county that created the zone has acquired property in the zone pursuant to the project plan; or
- (3) construction of improvements pursuant to the project plan has begun in the zone.

1

Power Point Presentation  
TIF #2

2

City Ordinance No. 3844  
& Ordinance No. 3894

3

Current Project &  
Financing Plan

4

DRAFT Inter Local  
Agreement (ILA)

5

Existing Development  
Agreement for TIF #2

6

TIF/TIRZ Participation  
Percentage Analysis

7

TIF/TIRZ Summary  
Information

8

Historical Values for  
Properties in TIF #2

# TAB 1

## City of Richardson

### Tax Increment Reinvestment Zone #2

### Bush Turnpike/75 Development Infrastructure Support Strategy

May 20, 2013



1

## Background: TIRZ #2



- 211 acres, divided by Plano Road
- Northern Border – George Bush Turnpike
- Southern Border – Renner Road
- West border – DART Red Line
- East Border – Primarily Wyndham Road

2

## TIRZ #2 Development Updates



**TIF Zone #2 Aerial Map**

Updated By: [unclear] Update Date: August 16, 2011  
 File: C:\GIS\MapServer\GIS\TIF\Zone02\Aerial.mxd



3

## Background: TIRZ #2

- Tax Increment Financing met need to provide support for Public Infrastructure
  - **No Bonded Debt Required**
- November 14, 2011 City Council Action:
  - Held Public Hearing & unanimous approval of TIRZ #2
  - Approved the Preliminary Project and Financing Plan
- November 28, 2012 TIF Board Actions:
  - Unanimous approval of Project and Financing Plan
  - Approved Infrastructure Reimbursement Agreement
- December 10, 2012 City Council Actions
  - Held public hearing and unanimously approved Project and Financing Plan
  - Approved Infrastructure Reimbursement Agreement

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## Bush Turnpike/75 Development Project



Parliament Group purchased ~200 acres adjacent to Bush Turnpike Station in August of 2009 (In TIF District #2)

- Parliament sold 19 acres to Zale Corson Group for 800 unit multi-family development.
- Parliament sold 186 acres to Koll Development (KDC) for corporate campus, retail and multi-family development

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## Bush Turnpike/75: KDC Project (Finished Spring 2015)

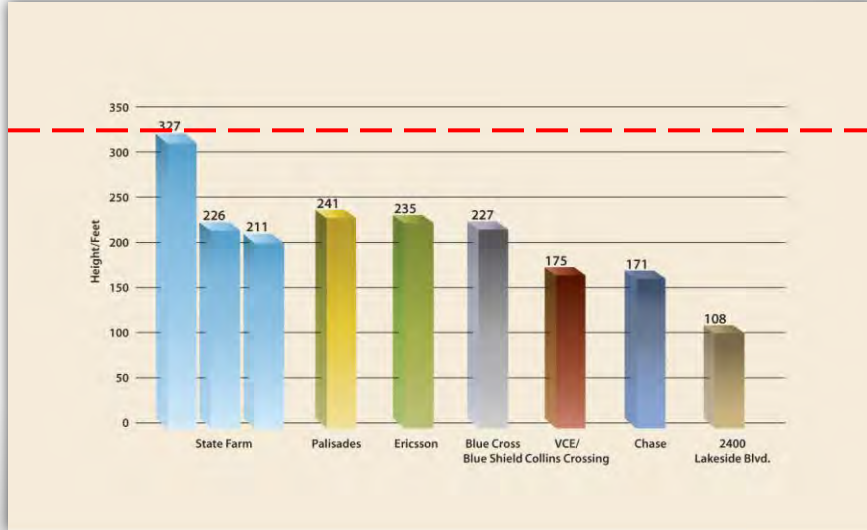
### New State Farm corporate campus

- 1.5 million sf / 3 buildings
- 7,000 Employees (80% from outside DFW)
- Other Campuses KDC Developed:
  - Blue Cross (1.05 million sf)
  - Cisco (1.0 million sf)
  - Galatyn Campus (848,592 sf)
- Retail at TOD core (100,000 sf)
- Medical Office (50,000 sf)
- Limited service hotel
- 1,200 multi-family units
- Sustained open space
  - Public plazas and Trail Park



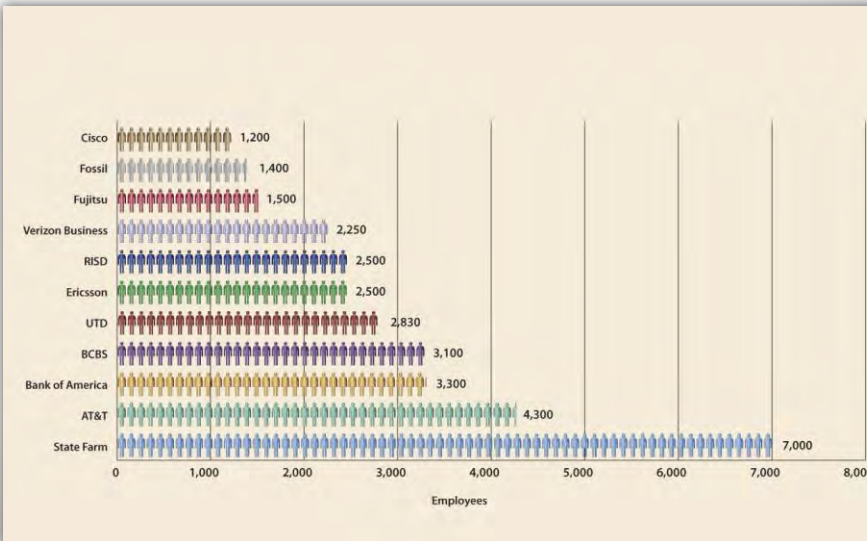
6

## Bush Turnpike/75: KDC Project Building Height



( 7 )

## Bush Turnpike/75: KDC Project State Farm Employment



( 8 )

## Bush Turnpike/75: Zale Corson Project

### Zale Corson Group

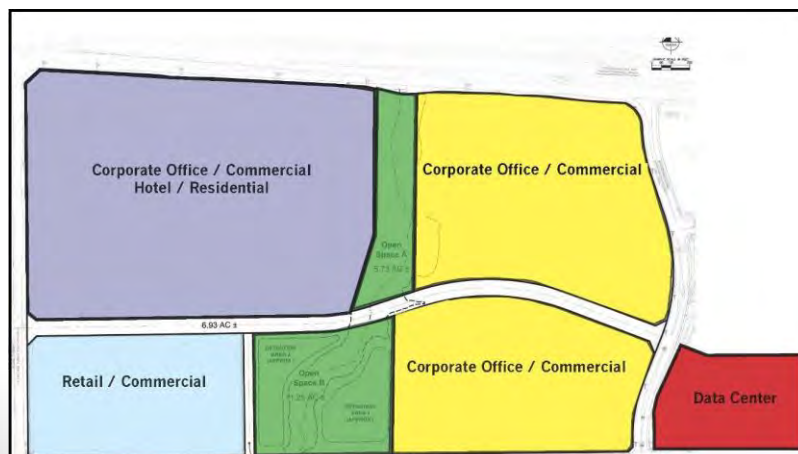
- 800 unit multi-family development
- Retail ready on the bottom floor
- Structured parking
- Zale Corson Group expected to begin:
  - 1<sup>st</sup> phase (450 units) in 2013 along Renner Road
  - 2<sup>nd</sup> phase north of 1<sup>st</sup> phase (estimated completion by 2016)



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## Development Update: East of Plano Road Plan

- Developer proposed and City Council approved updated zoning plans and road alignments



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## TIRZ #2: Base Features

- 2011 as Base Tax Year
- 25-year TIRZ
- Real Property Tax Only – Not Business Personal Property Tax or Sales Tax or Hotel/Motel Tax
- City of Richardson Real Property Tax Rate Participation:
  - 2/3 of Property Tax Rate
    - (for 2012 – 2/3 of \$0.63516 = (\$0.42346))
- Collin County Real Property Tax Rate Participation (proposed):
  - 1/2 of Property Tax Rate
    - (for 2012 – 1/2 of \$0.2400 = \$0.1200)

	City	Collin Co.
For TIF	<b>67%</b> \$0.42346	<b>50%</b> \$0.1200
For General Fund <i>(during TIF)</i>	<b>33%</b> \$0.2117	<b>50%</b> \$0.1200
Total	100% \$0.63516	100% \$0.2400

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## TIRZ #2: Project Plan Highlights

- **Project Plan developed by Stein Planning LLC**
- **Key TIRZ Highlights**
  - 211 acres
  - Base Year Market Value: \$25.5 million in 2011
  - Initially, entire area received Agricultural Exemption
    - 2011 Base Year Taxable Value: \$37,485
  - 8.0 million sf of planned development
  - \$1.5 Billion Estimated Developer Cost
  - \$1.5 billion Estimated Taxable Value for 2036 (final year of TIF)



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## TIRZ #2: Cost Estimates



- **Schedule 4 – Cost Estimates**
  - Schedule of TIF Costs (\$ in thousands)

	TIF Costs	Non-TIF Cost (Grants)	Total Costs
Land Acquisition Costs (Roads/Other)	\$18,315	\$0	\$18,315
Improvements West of Plano Rd	\$23,257	\$8,831	\$32,088
Improvements East of Plano Rd	\$34,764	\$5,577	\$40,341
Subtotal Infrastructure Costs	\$76,336	\$14,408	\$90,744
TIF Admin. Costs	\$1,152	\$0	\$1,152
Subtotal Before Financing Costs	\$77,488	\$14,408	\$91,896
Financing Costs	\$40,545	\$0	\$40,545
Total TIF Costs	\$118,033	\$14,408	\$132,441

- **Non-TIF project costs are grant funds**

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## TIRZ #2 : Project Specific Cost Categories

- **Schedule 4 – Project Specific Categories**
  - Cost Estimates (\$ in thousands)

Project Specific Categories	Collin Co. Estimate	City Estimate	Total Cost Estimate
Land Acquisition Costs (Roads/Open sp)	\$10,286	\$8,030	\$18,315
Road Infrastructure	10,249	0	10,249
Stormwater Drainage Infrastructure	8,198	0	8,198
Open Space – Parks/Plaza	7,276	0	7,276
Sidewalks/Trails	0	1,770	1,770
Street Landscaping	0	1,455	1,455
Electrical/Water/Sewer	0	6,240	6,240
Public Art	0	332	332
Parking Garages	0	22,500	22,500
<b>Sub-Total Infrastructure</b>	<b>\$36,009</b>	<b>\$40,327</b>	<b>\$76,336</b>
City TIF Administration			1,152
Financing Costs			40,545
<b>Grand Total</b>			<b>\$118,033</b>

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## TIRZ #2: Revenue Estimates

- **Schedule 7**
  - Total Revenue to TIF Fund (in millions)



Sources	Amount
City of Richardson (66.67%)	\$106
Collin County (50%)	\$30
<b>Total</b>	<b>\$136</b>

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## TIRZ #2: City/County Revenue Retained

- **Schedule 10**
  - Total Revenue Retained by the City and Collin County (in millions)

Sources	City	County
Property Tax – Real	\$101	\$48
Property Tax – BPP	\$22	\$8
Sales Tax	\$26	\$0
<b>Total (Yrs 1-30)</b>	<b>\$149</b>	<b>\$56</b>

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## TIRZ #2: Infrastructure Reimbursement Agmt

- TIF Agreement with Bush/75 Partners, LP
- Obligation to initiate construction of infrastructure for first phase of development within three years
- Fronted capital by developers – TIF as Reimbursement only
  - Reimbursement payments made for infrastructure components as elements are accepted by City
  - 5% interest paid on unpaid balance of infrastructure costs during life of TIF
  - **Termination of all TIF obligations (unpaid infrastructure costs and/or interest) when they are paid off or at expiration of TIF – whichever occurs first**

[ 17 ]

## TIRZ #2: Infrastructure Reimbursement Agmt – Con't

- **Agreement acknowledges that any County monies received must follow County policies**
- Grant funds will be used for eligible infrastructure
- City increment of 66.67% to flow to the TIF Fund for the 25 year life of the TIRZ

[ 18 ]

## Interlocal Agreement: Key Details

- Agreement is between Collin County and City of Richardson
- Compliant with County TIRZ Policy
- County would begin participation in 2<sup>nd</sup> year of TIRZ or with 2013 tax year
  - First payment to the TIF Fund would be May 1, 2014
  - County would participate for 24 years or from 2013 to 2036.
- County increment of 50% would flow to the TIF Fund and 50% to County General Fund
- The Maximum Reimbursement Amount for the County is capped at \$36,000,000

[ 19 ]

## Summary

- City appreciates cooperative support from Collin County
- Articulate County TIRZ Policy provides for a structured participation relationship
- County/City Partnership supports orderly infrastructure development and lower future maintenance impacts
- County/City Partnership provides aligned support for Economic Development
  - Quality companies and business community development
  - Countywide employment and economic impact

[ 20 ]

# TAB 2

**ORDINANCE NO. 3844**

**AN ORDINANCE OF THE CITY OF RICHARDSON, TEXAS DESIGNATING A CERTAIN AREA WITHIN THE CITY OF RICHARDSON, TEXAS, AS TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER TWO, CITY OF RICHARDSON, TEXAS, TO BE IDENTIFIED AS REINVESTMENT ZONE NO. TWO, CITY OF RICHARDSON, TEXAS ALSO KNOWN AS THE BUSH/75 PARTNERS ZONE; ESTABLISHING THE BOUNDARIES OF SUCH ZONE; CREATING A BOARD OF DIRECTORS FOR SAID REINVESTMENT ZONE AND OTHER MATTERS RELATED THERETO; CONTAINING FINDINGS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council desires to promote the development or redevelopment of a certain contiguous geographic area within its jurisdiction by the designation of a reinvestment zone, as authorized by the Tax Increment Financing Act, Chapter 311 of the Texas Tax Code (the "Act"); and

**WHEREAS**, in compliance with the Act, the City called a public hearing to receive comments on the designation of the proposed reinvestment zone and its benefits to the City and the property in the proposed reinvestment zone; and

**WHEREAS**, in compliance with the Act, notice of the public hearing was published in a daily newspaper of general circulation in the City, such publication date being not later than seven (7) days prior to the date of the public hearing; and

**WHEREAS**, such hearing was convened at the time and place mentioned in the published notice, to wit, on the 14th day of November, 2011 at 7:30 p.m., at the City Council chambers in the City Hall of the City of Richardson, Texas, which hearing was then closed; and

**WHEREAS**, the City, at such hearing, invited any interested person, or the person's representative, to appear and speak for or against the designation of the proposed reinvestment zone, the boundaries of the proposed reinvestment zone, as described in Exhibit "A" attached hereto and as depicted in the map attached hereto as Exhibit "B", whether all or part of the territory described in Exhibit "A" and as depicted in Exhibit "B" should be included in such proposed reinvestment zone, the concept of tax increment financing, and the appointment of a board of directors for the proposed reinvestment zone; and

**WHEREAS**, all owners of property located within the proposed reinvestment zone and all other taxing units and other interested persons were given the opportunity at such public hearing to protest the designation of the proposed reinvestment zone; and

**WHEREAS**, the City has prepared a preliminary project and reinvestment zone financing plan attached hereto as Exhibit "C"; **NOW THEREFORE**;

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RICHARDSON,  
TEXAS:**

**SECTION 1.** That the facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct.

**SECTION 2.** That the City Council, after conducting such public hearing and having heard such evidence and testimony has made the following findings and determinations based on the evidence and testimony presented to it:

- (a) That the public hearing on adoption of the reinvestment zone has been properly called, held and conducted and that notice of such hearing has been published as required by law.
- (b) That designation of the proposed reinvestment zone with boundaries as described in Exhibit "A" and as depicted in Exhibit "B" will result in benefits to the city, its residents and property owners, in general, and to the property, residents and property owners in the proposed reinvestment zone.
- (c) That the proposed reinvestment zone, as defined in Exhibit "A" and as depicted in Exhibit "B", meets the criteria for the designation of a reinvestment zone as set forth in the Act in that it is a contiguous geographic area located wholly within the corporate limits of the City and meets the requirements of Tax Code, Section 311.005.
- (d) That the total appraised value of all taxable real property in the proposed reinvestment zone according to the most recent appraisal roll of the City, together with the total appraised value of taxable real property in all other existing reinvestment zones within the City, according to the most recent appraisal roll of the City, does not exceed fifty percent (50%) of the current total taxable value of taxable real property in the City and in the industrial districts created by the City, if any.
- (e) That the proposed improvements in the reinvestment zone will significantly enhance the value of all taxable real property in the reinvestment zone and will be of general benefit to the City.
- (f) That the development or redevelopment of the property in the proposed reinvestment zone will not occur solely through private investment in the reasonably foreseeable future.

- (g) That thirty percent (30%) or less of the property in the proposed reinvestment zone, excluding property dedicated to public use, is currently used for residential purposes.
- (h) That the proposed reinvestment zone is to be predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impair or arrest the sound growth of the municipality or county.
- (i) That the proposed reinvestment zone substantially arrests or impairs the sound growth of the City, retards the provision of housing accommodations, or constitutes an economic or social liability and is a menace to the public health, safety, morals, or welfare in its present condition and use because of the presence of:
  - (1) the predominance of defective or inadequate sidewalk or street layout; and
  - (2) faulty lot layout in relation to size, adequacy, accessibility, or usefulness.

**SECTION 3.** That the City hereby designates a tax increment financing reinvestment zone over the area described in Exhibit "A" attached hereto and as depicted in the map attached as Exhibit "B", and such tax increment financing reinvestment zone shall hereafter be identified as Reinvestment Zone Number Two, City of Richardson, Texas (hereinafter sometimes referred to herein as the "Zone").

**SECTION 4.** That there is hereby established a board of directors for Reinvestment Zone No. Two, City of Richardson, Texas which shall consist of at least five (5) but not more than fifteen (15) members, unless more members are required to be appointed to satisfy the requirements of Section 311.009, Tax Code. The members of the Board of Directors of the Zone shall be appointed as follows:

- (a) The City shall be entitled to appoint a minimum of three (3) and a maximum of ten (10) members of the Board of Directors, except that if there are fewer than five (5) directors appointed by taxing units other than the City, the City Council may appoint more than ten (10) members as long as the total membership of the Board of Directors does not exceed fifteen (15) members. The City Council shall appoint its initial members to the Board of Directors within sixty (60) days after passage of this Ordinance.

- (b) Each taxing unit, other than the City, that levies taxes on real property in the Zone may appoint one member of the Board of Directors if the taxing unit has approved the payment of all or part of the tax increment produced by such taxing unit into the tax increment fund for the Zone. A taxing unit eligible to appoint a member to the Board of Directors may waive such right. If a taxing unit waives its right to appoint a member of the board, the City may appoint a member to the Board of Directors to such position. The governing body of each taxing unit, other than the City, eligible to appoint a member to the Board of Directors shall appoint such member within sixty (60) days after such taxing unit has entered into an agreement with the City for payment of all or part of the tax increment produced by such taxing unit into the tax increment fund for the Zone. Failure of such taxing unit to appoint a director within such sixty (60) day period shall be deemed a waiver of the right to appoint a director, and the City Council shall be entitled to appoint a person to such position.
- (c) The City Council shall appoint additional member(s) in order to maintain a board of at least five (5) members. A vacancy on the Board of Directors shall be filled as set forth in the Act. Positions one through three on the Board of Directors are reserved for the City. The remaining positions are reserved for other taxing units that levy real property taxes in the Zone and if the taxing unit has approved the payment of all or part of the tax increment produced by such taxing unit into the tax increment fund for the Zone. The directors appointed by taxing units other than the City shall be assigned a Board position in the order that the City receives the appointment. All members appointed to the Board of Directors shall meet eligibility requirements as set forth in the Act.
- (d) The terms of office for members of the Board of Directors shall be for two (2) years. Each year the City Council shall designate a member of the Board of Directors to serve as Chairperson of the Board of Directors. The Chairperson shall serve a term of office of one year that runs from January 1 through and including December 31 of the calendar year. The Board of Directors shall elect from its members a Vice-Chairperson and other officers, as it deems appropriate.
- (e) The Board of Directors shall make recommendations to the City Council concerning the administration of the Zone. It shall prepare and adopt a project plan and the reinvestment zone financing plan for the Zone, and must submit such plans to the City Council for its approval. The City Council delegates to the Board of Directors all powers necessary to prepare and implement the project and the reinvestment zone financing plans for the Zone, including any required annual reports on the status of the Zone, all subject to the prior approval of the City Council.

**SECTION 5.** That the Zone shall take effect on adoption of this Ordinance, and the termination of the Zone shall occur on December 31, 2036, or at an earlier time designated by

subsequent ordinance of the City Council, or at such time, subsequent to the issuance of any tax increment bonds, if any, that all project costs, tax increment bonds, notes or other obligations of the Zone, and the interest thereon, if any, have been paid in full.

**SECTION 6.** That the tax increment base for the Zone, which is the total taxable value of all taxable real property located in the Zone, is to be determined as of January 1, 2011, the year in which the Zone was designated as a tax increment financing reinvestment zone (the "Tax Increment Base"). Tax Increment Base means the total taxable value of all real property taxable by a taxing unit and located in the Zone for the 2011 year. "Tax Increment" means the total amount of real property taxes by a taxing unit for the year on the Captured Appraised Value of real property taxable by a taxing unit and located in the Zone. The "Captured Appraised Value" means the total taxable value of all real property taxable by a taxing unit and located in the Zone for the year, less the Tax Increment Base of the taxing unit. For purposes of this Ordinance taxing unit means the City and any other political subdivision or special district that taxes real property within the Zone that enters into an agreement with the City for the payment of all or part of the tax increment produced by such other taxing unit into the Tax Increment Fund for the Zone.

**SECTION 7.** That there is hereby created and established a Tax Increment Fund for the Zone which may be divided into such sub-accounts as may be required, into which all Tax Increments, less any of the amounts not required to be paid into the Tax Increment Fund pursuant to the Act, are to be deposited. All Tax Increments as defined herein shall be deposited in the Tax Increment Fund. The Tax Increment Fund and any sub-accounts are to be maintained at the depository bank of the City and shall be secured in the manner prescribed by law for funds of the City. In addition, all revenues from the sale of any tax increment bonds, notes or certificates of

obligation, hereafter issued by the City; revenues from the sale of any property acquired as part of the Zone financing plan; and any other revenues to be dedicated to and used in the Zone shall be deposited into the Tax Increment Fund or sub-account from which money will be disbursed to pay project costs for the Zone or to satisfy the claims of holders of tax increment bonds, notes or certificates of obligations issued for the Zone.

**SECTION 8.** That the City will participate in the Zone by contributing 66.67% of the City's Tax Increment from real property ad valorem taxes in the Zone for a period of twenty-five (25) years.

**SECTION 9.** That all ordinances of the City of Richardson, Texas, in conflict with the provisions of this Ordinance be, and the same are hereby, repealed; provided, however that all other provisions of said ordinances not in conflict with the provisions of this Ordinance shall remain in full force and effect.

**SECTION 10.** That if any section, paragraph, clause or provision of this Ordinance shall for any reason be held invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

**SECTION 11.** That the City Manager is hereby authorized to execute any contracts or other agreements with any taxing units that elect to enter into an agreement with the City for payment of all or part of the tax increment produced by such other taxing unit into the Tax Increment Fund for the Zone.

**SECTION 12.** This Ordinance shall take effect upon its passage and the publication of the caption, as the law and charter in such cases provide.

**DULY PASSED** by the City Council of the City of Richardson, Texas, on the 14th day  
of November, 2011.

APPROVED:

  
MAYOR

CORRECTLY ENROLLED:

  
CITY SECRETARY

APPROVED AS TO FORM:

  
CITY ATTORNEY  
(PGS:11-01-11:TM 51536)

**Exhibit "A"**  
**Reinvestment Zone Number Two, City of Richardson, Texas**  
**Tax Increment Financing Zone No. 2**

**Boundary Description**

**BEING** land situated in the J. G. Vance Survey, Abstract No. 938 and the F. J. Vance Survey, Abstract No. 939 and the J. V. Vance Survey, Abstract No. 942 and the T. Vance Survey, Abstract No. 940, within the City of Richardson, Collin County, Texas and being more particularly described as follows:

**BEGINNING** at a 5/8-inch iron rod with cap stamped "KHA" found in the east right-of-way of Wyndham Lane (an 85-foot wide public right-of-way) for the most westerly southwest corner of Lot 1C, Block A of GALATYN PARK NORTH, an addition in the City of Richardson, Collin County, Texas, according to the plat thereof recorded in Volume 2011, Page 268 of the Map Records of Collin County, Texas;

**THENCE** in a southeasterly direction, an approximate distance of 200 feet, along the south line of Lot 1C, Block A, Galatyn Park North, said south line also being the north line of Lot 3, Block A, Galatyn Park North. Continuing in an easterly direction, an approximate distance of 350 feet, to a point being the northeast corner of Lot 3 Block A, Galatyn Park North, said point also being the southeast corner of Lot 1C, Block A, Galatyn Park North;

**THENCE** in a southerly direction, an approximate distance of 473 feet, along the east line of Lot 3, Block A, Galatyn Park North, to a point being the southeast corner of Lot 3, Block A, Galatyn Park North;

**THENCE** in a southerly direction, across Renner Road, (a variable width R.O.W.), an approximate distance of 124 feet to a point being in the south line of Renner Road;

**THENCE** generally in a westerly direction, an approximate distance of 5,920 feet, along the south line of Renner Road, to a point in the east line of Lot A, Block 1, Renner Plaza, said point being in the most northerly northwest corner of Tract 12 of the J. V. Vance Survey, Abstract No. 942, a tract of approximately 13.95 acres;

**THENCE** in a northeasterly direction, an approximate distance of 123 feet, along the east line of Lot A, Block 1, Renner Plaza to a point being the most northern northeast corner of Lot A, Block 1, Renner Plaza;

**THENCE** continuing in a northeasterly direction, across Renner Road, (a variable width R.O.W.), an approximate distance of 82 feet to a point being the southeast corner of Tract 33 of the J. G. Vance Survey, Abstract 938, said point also being the southwest corner of Tract 16 of the J. G. Vance Survey, Abstract 938;

**THENCE** continuing in a northeasterly direction, an approximate distance of 1,409 feet along the west line of Tract 16 of the J. G. Vance Survey, Abstract 938, said line also being the east line of Tract 33 of the J. G. Vance Survey, Abstract 938, to a point in the most southern northeast corner of Tract 32 of the J. G. Vance Survey, Abstract 938;

**THENCE** in a westerly direction, an approximate distance of 188 feet along a line of Tract 32 of the J. G. Vance Survey, Abstract 938, said line also being the south line of Infocom Drive, to a point being at the

corner of the southwest end of Infocom Drive and a corner of Tract 32 of the J. G. Vance Survey, Abstract 938;

**THENCE** in a northerly direction, an approximate distance of 91 feet along an east line of Tract 32 of the J. G. Vance Survey, Abstract 938;

**THENCE** continuing generally in a northeasterly direction, a distance of approximately 816 feet, along the east line of Tract 32 of the J. G. Vance Survey, Abstract 938 to a point at the most eastern northeast corner of Tract 32 of the J. G. Vance Survey, Abstract 938;

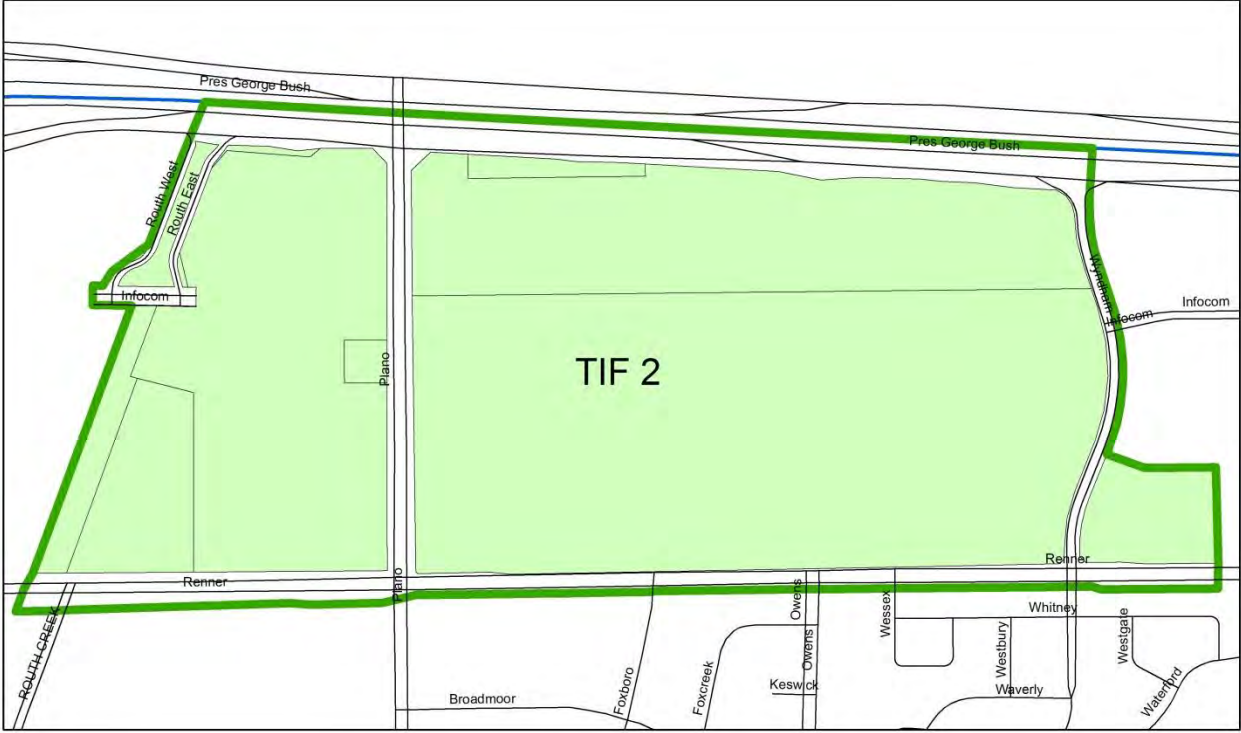
**THENCE** continuing in a northeasterly direction, an approximate distance of 294 feet across the right of way for the southwest corner of Routh West and President George Bush Highway, to a point in the centerline of President George Bush Highway, said point also being the City Limits between the City of Richardson and the City of Plano;

**THENCE** in an easterly direction, an approximate distance of 4,377 feet along the centerline of President George Bush Highway, said point also being the City Limits between the City of Richardson and the City of Plano;

**THENCE** in a southerly direction, an approximate distance of 235 feet across President George Bush Highway to the southwest corner of President George Bush Highway and Wyndham Lane, said point also being the most westerly northwest corner of Lot 1, Block A, The Shire #2 Addition;

**THENCE** continuing generally in a southerly direction an approximate distance of 1,300 feet, along the east line of Wyndham Lane, to the POINT OF BEGINNING and containing approximately 270 acres of land, more or less (approximately 212 parcel acres).

**Exhibit "B"**  
**Location Map**





**ORDINANCE NO. 3894**

**AN ORDINANCE OF THE CITY OF RICHARDSON, TEXAS, APPROVING A FINAL PROJECT AND FINANCING PLAN FOR TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER TWO, CITY OF RICHARDSON, TEXAS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council previously adopted an Ordinance designating Tax Increment Financing Reinvestment Zone Number Two, City of Richardson, Texas (“Zone No. Two”), to promote the development or redevelopment of the area, as authorized by the Tax Increment Financing Act, Chapter 311 of the Texas Tax Code (the “Act”); and

**WHEREAS**, in compliance with the Act, the City previously approved a Preliminary Project and Financing Plan for Zone No. Two; and

**WHEREAS**, in compliance with the Act the Board of Directors have reviewed and recommends the City Council approve the Final Project and Financing Plan for Zone No. Two attached hereto; and

**WHEREAS**, the City Council after conducting a public hearing and providing notice thereof in accordance with law, and having reviewed and given proper consideration desires to approve the Final Project and Financing Plan for Zone No. Two; **NOW, THEREFORE**,

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS:**

**SECTION 1.** That the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct.

**SECTION 2.** That the Final Project and Financing Plan for Tax Increment Financing Reinvestment Zone Number Two, City of Richardson, Texas, attached hereto is hereby approved.

**SECTION 3.** That all ordinances of the City of Richardson, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed; provided, however, that all other provisions of said ordinances not in conflict with the provisions of this ordinance shall remain in full force and effect.

**SECTION 4.** That if any section, paragraph, clause or provision of this ordinance shall for any reason be held invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this ordinance.

**SECTION 5.** This ordinance shall take effect upon its passage as the law and charter in such cases provide.

**DULY PASSED** by the City Council of the City of Richardson, Texas, on the 10<sup>th</sup> day of December, 2012.

APPROVED:

*B. J. Townsend*  
MAYOR

CORRECTLY ENROLLED:

*Aimee Nemeu*  
CITY SECRETARY

APPROVED AS TO FORM:

*Peter G. Smith*

CITY ATTORNEY

(PGS:12-05-12:58261)



# TAB 3

**Project Plan and Financing Plan**  
**for**  
Reinvestment Zone  
Number Two,  
City of Richardson, Texas  
(Program for Tax Increment Financing)

**Revised November 2012**

by

Stein  
Planning, LLC

for



the City of Richardson

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### **Disclaimer**

Neither this report nor its conclusion may be referred to or included in any product or part of any offering made in connection with private syndication of equity, sales of bonds, sales of securities or sale of participation interests to the public without express written consent of Stein Planning, LLC.

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## **Section 1: Objectives**

The objectives for City of Richardson Tax Increment Financing Zone Number Two are economic and qualitative benefits for Richardson and Collin County. The City of Richardson determined in 2011 that designating a Tax Increment Financing Reinvestment Zone (“TIF Zone”) would likely enhance the probability of a DART rail transit alignment from DFW Airport to Plano via Richardson, better quality of urban design with more transit ridership, earlier development and greater City and County revenue than otherwise likely. Accordingly, The City of Richardson designated TIF Zone Number 2 by Ordinance 3844 on November 14, 2011.

## **Section 2: What Is Tax Increment Financing?**

Tax increment financing (“TIF”) is a tool local governments in Texas have used since 1986 to finance public improvements within defined areas that have unique challenges or opportunities for economic development. Statutory law regarding TIF for municipalities is found in Chapter 311 of the Texas Tax Code (the “Act”). Improvements facilitated by tax increment financing should attract investment and improve communities.

A municipality or county may make an area eligible for tax increment financing by designating a reinvestment zone (“TIF zone”). Taxes on the appraised value of the zone in the year the zone was designated (the “base year”) continue flowing to the general funds of taxing units, but, for participating government units, all or part of the increased tax revenue due to greater real property values in TIF zone flows to a tax increment financing fund (“TIF fund”) for a specified maximum term of years.

Money flowing to the TIF fund is disbursed according to one or more development agreements. These are contracts between the City of Richardson and a developer. A development agreement must accord with a TIF project plan and financing plan (“TIF plan”) approved by the City Council subsequent to a recommendation by a Board of Directors (the “TIF Board”) as prescribed by the Act. The TIF fund may be used only as authorized by State law.

Exhibit A illustrates how rising tax revenue from greater appraised value in a TIF zone flows with time to a taxing jurisdiction’s general fund and to a TIF fund. The sloped lines depict tax revenue in the zone rising with time. Through tax year 2036, the City will deposit to TIF Fund Number Two two thirds of City tax increments due to increased real property appraisals within the boundary of TIF Zone Number Two. Collin County will be asked to invest in the TIF fund 50% of

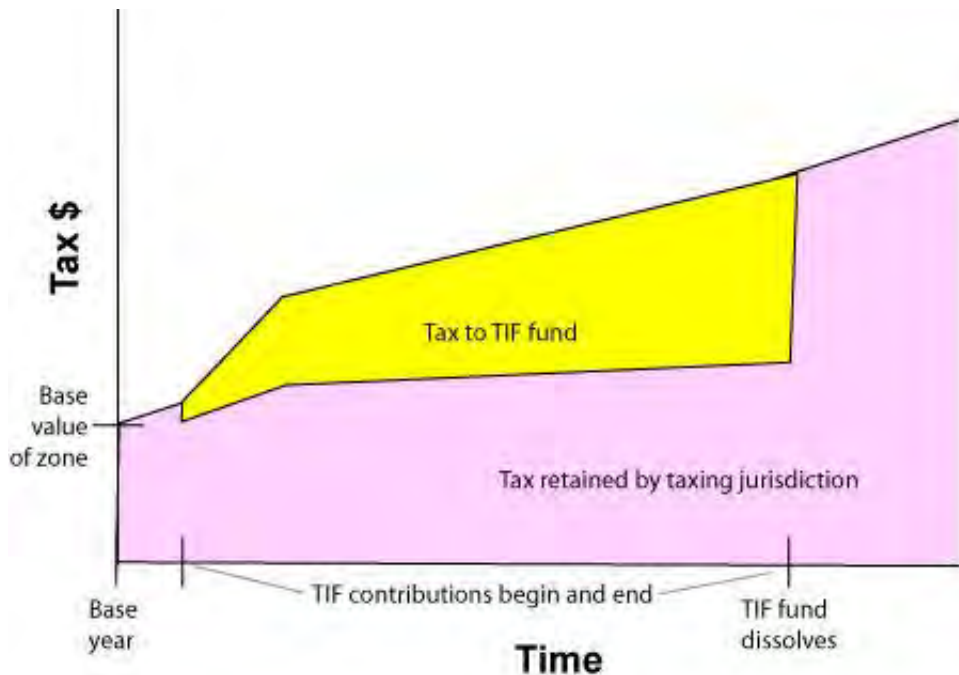
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County tax increments due to increased real property appraisals in the zone for the same term of years. Real property taxes retained from the TIF zone for the general funds of both the City and County will rise sharply upon termination of participation in the TIF fund. No City or County taxes or fees except the designated portions of real property taxes will flow to the TIF fund.

Inclusion of property in a TIF zone does not change the tax rate for any property. Tax rates in a TIF zone are the same as tax rates outside the zone and within the same set of taxing jurisdictions.

Mere designation of a TIF zone is not an entitlement to future tax flow, although it's a step in that direction. Only if the Richardson City Council approves execution of a development agreement consistent with a TIF project plan and financing plan may cash flow from the TIF fund and then only in accord with terms of a development agreement. A TIF Board for Zone 2 must make a recommendation to the Richardson City Council prior to Council approval of a development agreement for Zone 2.

**Exhibit A:  
Real Property Tax Flow with Tax Increment Financing**



This exhibit illustrates a general concept. It is not scaled to reflect magnitudes of annual tax increases or exact proportions of flow to the TIF fund versus the general fund.

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### **Section 3:**

## **Reinvestment Zone Description**

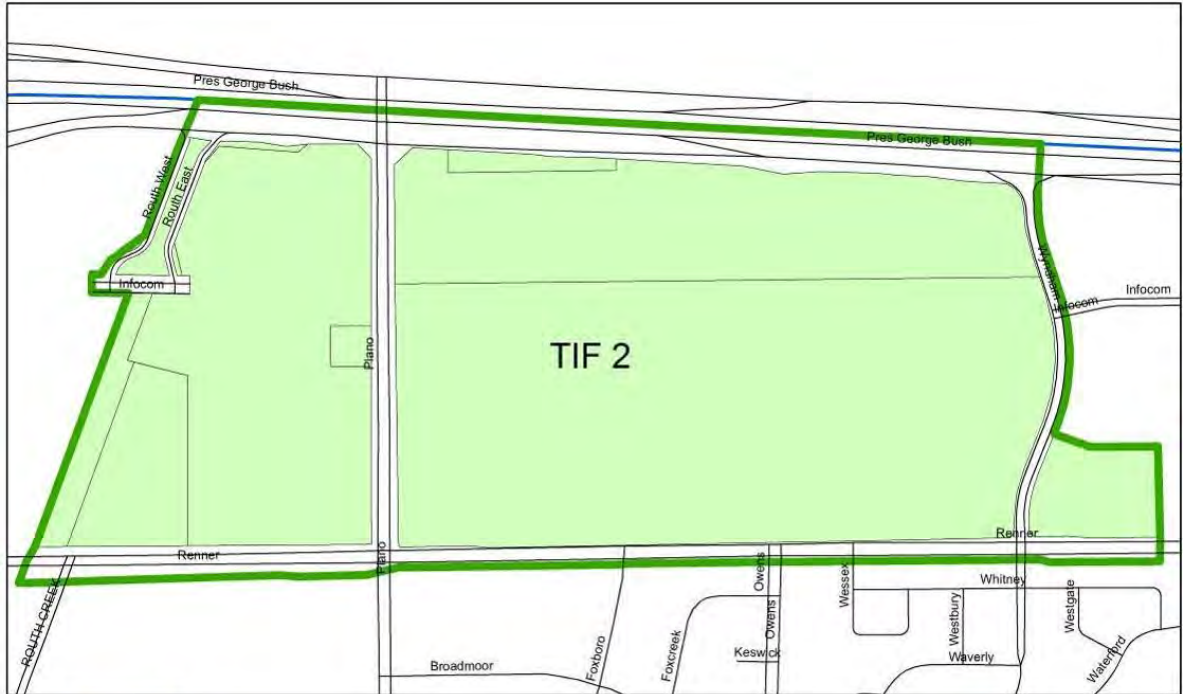
Exhibit B maps Richardson TIF Reinvestment Zone Number Two. The zone includes approximately 212 acres according to Collin Central Appraisal District records for 2011, plus public rights-of-way. The zone is bounded by the DART “Red Line” right-of-way, the President George Bush Turnpike, Wyndham Lane and Renner Road, plus approximately 7.15 acres east of Wyndham Lane. Zone boundaries that follow public rights-of-way extend from the center of the TIF zone to the far sides of such rights-of-way or to the City limit, whichever is nearer to the center of the reinvestment zone. Boundaries that approximate property lines are construed as following such property lines.

Exhibit C is another map of the zone showing the 2011 uses and conditions. The zone was and is predominantly open or undeveloped. Most parcels in the zone were and are currently appraised for property tax purposes on the basis of their agricultural value. The absence of streets, water and sewer lines, franchise utilities and sidewalks for access to and from the existing DART rail transit station impairs sound growth of this part of the City and County. The zone met other statutory tests for designating a TIF zone in that:

- (1) None of the land in the zone (infinitely less than the thirty per cent allowed by statute law) was used for residential purposes;
- (2) The 2011 total appraised value of taxable real property in the zone was \$37,485. Together with all other reinvestment zones and industrial districts within the municipality, the total appraised value of taxable real property in such zones was far less than the statutory maximum of 50%.

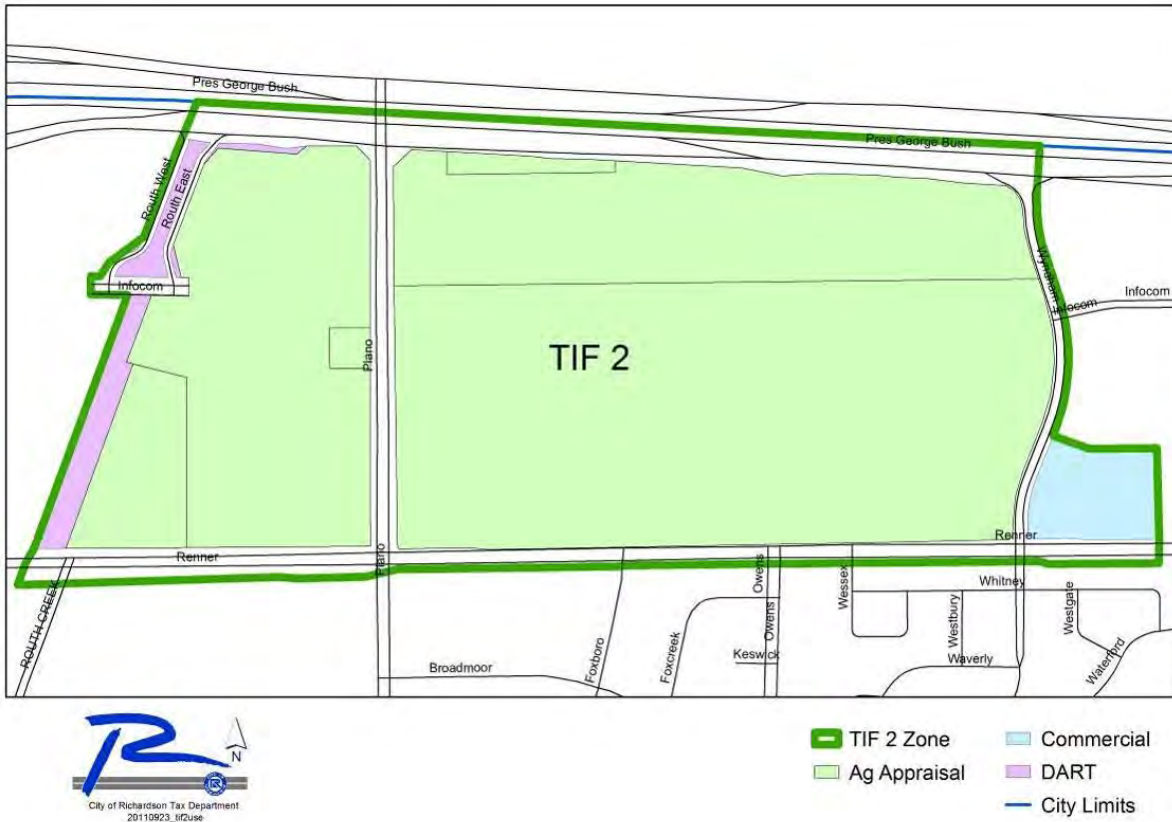
The base value of the zone is the total appraised value of all taxable real property in the zone as determined by the Collin Central Appraisal District in the certified roll for 2011. Base value is thus \$37,485. Real property accounts in the zone (according to the 2011 appraisal roll) are identified in Schedule 1.

# Exhibit B: Richardson TIF Reinvestment Zone Number Two Boundary



-  TIF 2 Zone
-  TIF 2 Parcels
-  City Limits

# Exhibit C: Richardson TIF Reinvestment Zone Number Two Existing Uses and Conditions



Note that after 2011, property east of Wyndham Lane was no longer appraised at agricultural value.

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## Section 4: Development with Tax Increment Financing

With TIF incentives for development, Bush/75 Partners and KDC, a prospective developer of TIF Zone 2, anticipate development of Zone 2 as generally mapped in Exhibits D and E and itemized in Schedules 2 and 3. This development program anticipates approximately 8 million square feet of gross floor area, including 4,000 multi-family dwelling units and nearly 4.5 million gross square feet of office, hotel, retail and data center space, with completion of all phases by January 1, 2025.

The taxable appraised value estimates in Schedules 2, 3 and subsequent schedules in this document are by Stein Planning, LLC. These estimates of value *for tax purposes* are based on the anticipated development program and taxable values assigned to comparably developed properties in the metropolitan area by appraisal districts. An appendix of this document presents actual appraisals of comparable properties by county appraisal districts. Development costs, sale prices and appraisals for tax purposes may differ significantly.

The proposed development cannot happen without costly public infrastructure improvements. Some of the essential public improvements will serve a larger community than the zone alone. Infocom Drive, for example, the thoroughfare running east-west through the zone and beyond, will provide access from the region to the DART rail station, as well as benefits to the development site itself. Construction of a well-designed, well-built network of streets, walkways, utilities and public amenities that attracts employment, transit use, and a strong local tax base will benefit Richardson and Collin County.

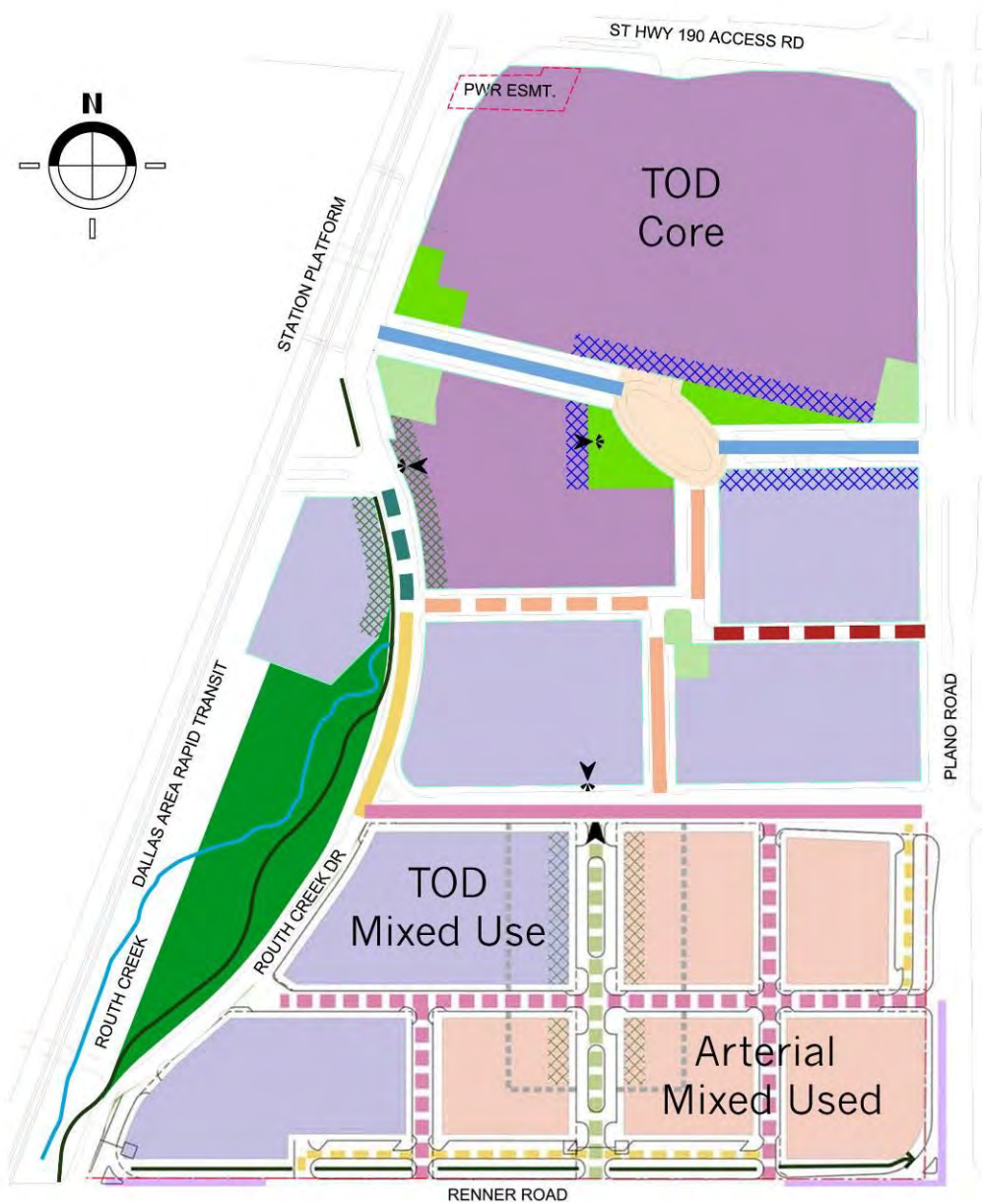
Richardson ordinarily expects developers of real property to pay all or part of the costs to construct public improvements such as streets and utilities within a development site. Schedule 4 summarizes the infrastructure costs for public improvements proposed by the developers within TIF Zone 2, noting both anticipated TIF project costs and nonproject costs. Planned annual expenditures for TIF project costs are presented. Improvement items and cost estimates were provided by KDC. Greater detail for infrastructure projects is presented in Schedule 4A. Still more detailed cost estimates constitute Appendices B and C of this plan document. Richardson recognizes that there will be public benefits for the City and other jurisdictions if there is early development and transit-oriented development in this proposed TIF zone. Consequently, Richardson intends that a TIF fund for Zone 2 will reimburse significant identified TIF project costs identified in Schedules 4, 4A and the appendices. Listed TIF project items and their estimated costs will be reviewed periodically by the TIF Board and may be modified upon TIF Board recommendation and City Council approval.

Texas law requires that a TIF project plan must identify proposed changes of zoning ordinances, the master plan of the municipality, building codes, other municipal ordinances and subdivision rules and regulations, if any, of the county,

if applicable. No such changes are currently proposed, but future proposals for changes are possible.

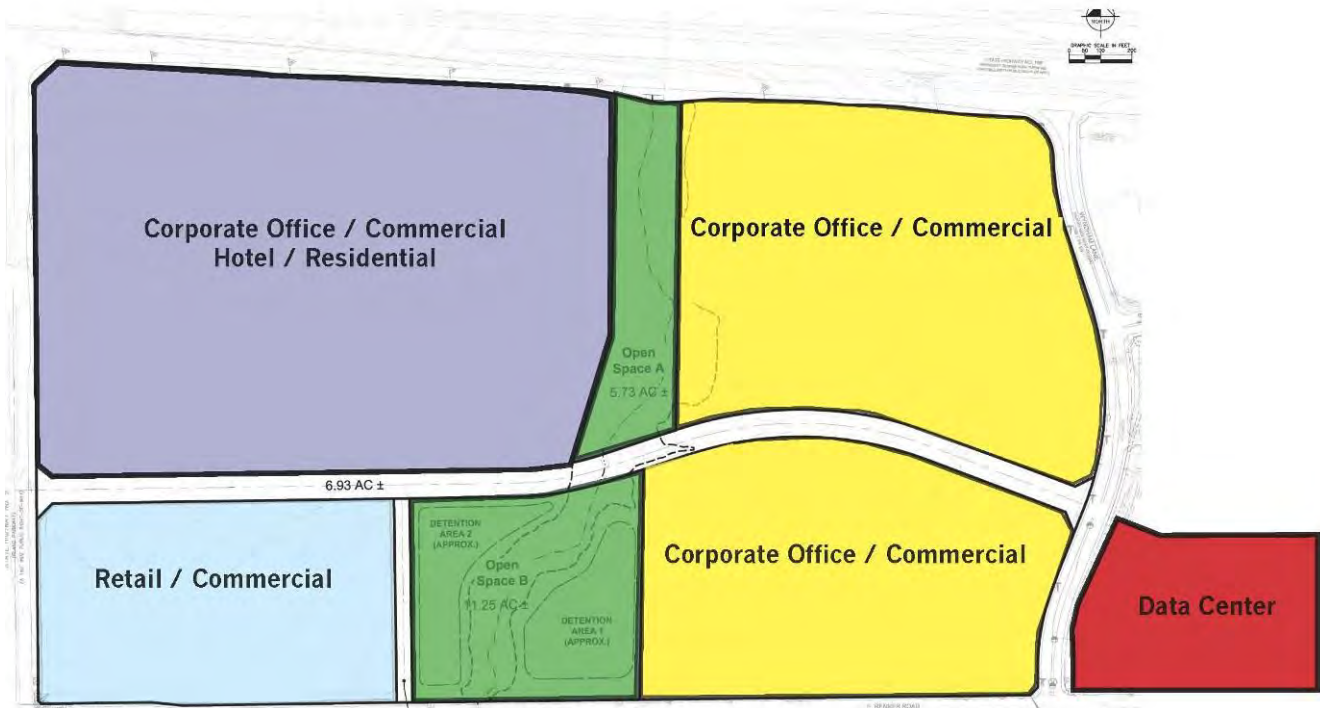
No residents will be displaced by the development currently anticipated by the TIF plan. There are no residents at present within the TIF zone.

### Exhibit D: Proposed Improvements and Uses of Property In the Reinvestment Zone, West of Plano Road



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**Exhibit E:**  
**Proposed Improvements and Uses of Property**  
**In the Reinvestment Zone, East of Plano Road**



**Section 5:**  
**Financing TIF Project Costs**

Based on the development program for TIF Zone 2, Schedules 5 through 7 and Schedule 9 are forecasts of annual and cumulative cash generated by property taxes (real and business personal property) and municipal sales tax within the zone during its twenty-five-year term and immediately subsequent years. These schedules assume the City pledges two-thirds of the real property tax increment to the TIF fund for tax years 2012 through 2036 and that Collin County pledges 50% of real property tax increments for the same term. (The duration of the TIF zone runs from its date of designation by the Richardson City Council through December 31, 2036. Designated shares of tax increments levied in calendar 2036 flow to the TIF fund, even if collected in a subsequent year.) Richardson

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may, after tax year 2015, direct up to 11.67% of its total tax increments to a regional fund for transit on the Cotton Belt route, but that policy would not adjust the total 66.67% of increments dedicated to the TIF fund.

This analysis, particularly Schedule 8, implies that it is economically feasible for the TIF fund to pay approximately \$118 million of total TIF Zone 2 project costs, exclusive of an additional \$18 million for the Cotton Belt transit project, given all the stated assumptions. This forecast reflects a stream of cash received through 2037. The present value of cash received by the TIF fund will be less. If the TIF receipts forecast in Schedule 7 (net of funds for the Cotton Belt) are discounted to 2012 value at an annual discount rate of 5%, the 2012 value of TIF receipts approaches \$56 million. The TIF fund will not and cannot pay more cash for TIF project costs than it actually collects.

The anticipated percentage of total TIF fund receipts that will come from City tax increments is 78%. County tax increments will account for 22%. These percentages contributed to the fund should not be confused with the percentages of annual incremental real property tax that the City and County will contribute to the TIF fund.

City expenses incurred for organization and administration of the TIF program will have a senior claim to TIF revenue in every year, to the extent that such expenses have been incurred and are documented and reasonable. Unmet City expenses in any given year will roll forward to successive years until paid. Annual City expenses after the initial years are estimated at \$35,000 plus inflation.

The TIF fund will neither advance money nor borrow money to pay project costs, with one exception. The exception is that until the TIF fund accumulates an amount sufficient to pay accrued costs of TIF program organization and administration, the TIF fund may operate on credit from the City. For all other TIF project costs pursuant to a duly approved development agreement, The TIF fund may reimburse principal and interest expenses from cash in the TIF fund.

As the TIF Board and City Council evaluate TIF project costs and probable benefits before recommending agreements for reimbursement of project costs with TIF dollars, guidelines for eligibility will be useful. The following are suggested:

- 1) The proposed development is consistent with community plans and zoning and with the project and financing plan for the TIF zone, as amended from time to time.
- 2) Development of similar taxable value or quality is unlikely on the site or an alternative site in Richardson without investment of tax increment dollars.

- 
- 3) Taxable development made possible by the investment of TIF dollars for project costs is likely to add net new taxable property value of at least \$15 million within 3 years of the first investment of tax increment dollars in the project.
  - 4) Agreements to reimburse TIF project cost principal will be limited to a specific total dollar amount.
  - 5) The estimated net new taxable value likely to result from an agreement to reimburse project costs will be at least ten times the total tax increment reimbursement amount within ten years after the first tax increment dollar for project costs pursuant to the agreement has been reimbursed.

The TIF fund may have a residual balance of cash after all its financial obligations have been met. Any residual balance will be prorated to taxing jurisdictions according to their deposits to the TIF fund for the year when fund obligations have been fully discharged.

## **Section 6: Net New Revenue for Richardson and Collin County**

Beyond the greater tax volume related to increased real property values in the zone, the City of Richardson and other taxing entities will receive and retain business personal property tax related to new development. Estimates of business personal property taxes from new development are itemized by tract and year of completion in the schedules. Texas law does not authorize business personal property tax to flow to a TIF fund.

The City of Richardson will earn local sales tax from new development. Schedule 9 estimates taxable retail sales and City sales tax from new development in the TIF zone. Summary forecasts of taxes Richardson and Collin County will retain from the TIF zone are displayed in Schedules 10 and 11.

**Schedule 1:  
Base Value of Real Property in the TIF Zone**

Notes:

Base value is the value of real property liable for taxation in 2011.  
Appraisals were reported by the Collin Central Appraisal District.  
Taxable values reflected appraisals for agricultural use, if so appraised.

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
			Collin Central Appraisal District Appraisals				
			"Market"				
Collin CAD Property ID	Address	Acres	Improvements Only	Land Only	Land per SF	Total	Total Taxable
<b>West of Plano Road</b>							
372965	Renner Road	10.00	\$0	\$1,206,612	\$2.77	\$1,206,612	\$1,770
2138587	Renner Road	46.11	\$0	\$5,564,174	\$2.77	\$5,564,174	\$8,162
372876	Renner Road	1.00	\$0	\$127,893	\$2.94	\$127,893	\$177
<b>Subtotal</b>		57.11	\$0	\$6,898,679	\$2.77	\$6,898,679	\$10,109
<b>East of Plano Road</b>							
2652371	Renner Road	100.64	\$0	\$12,143,584	\$2.77	\$12,143,584	\$17,814
2613350	President George Bush	45.82	\$0	\$5,528,214	\$2.77	\$5,528,214	\$8,109
373054	President George Bush	1.06	\$0	\$92,136	\$2.00	\$92,136	\$187
<b>Subtotal</b>		147.52	\$0	\$17,763,934	\$2.76	\$17,763,934	\$26,110
<b>East of Wyndham Lane</b>							
2652372	Wyndham Lane	7.15	\$0	\$863,210	\$2.77	\$863,210	\$1,266
<b>Total base for proposed TIF zone</b>		<b>211.78</b>	<b>\$0</b>	<b>\$25,525,823</b>	<b>\$2.77</b>	<b>\$25,525,823</b>	<b>\$37,485</b>

**Schedule 2:  
Anticipated New Development in the Zone, with Estimated Appraisals in 2012 Dollars**

Notes:

Uses, completion years, floor areas and dwelling counts are estimates based on information from a property owner and are subject to change.  
 Collin CAD appraisals per square foot of improvement are estimates by Stein Planning, based on appraisals of comparable properties. Estimates may require adjustments as project details evolve.  
 Taxable values assume no homestead exemptions and no real property tax abatements.  
 Development cost, selling price and appraisals are not necessarily the same.  
 Parking garage improvements are not counted as floor area. Estimated costs and appraisals include garages.  
 Existing taxable values of tracts are estimates that reflect the base year values of larger tracts, prorated according to rough estimates of land area in each tract.  
 Stream Data Center is expected to appraise for \$30.8 million as of Jan. 1, 2013.

(a) Description	(b) Use	(c) Completed by Jan. 1,	Real Property											(o) Est. CCAD Appraisal of Taxable Business Personal Property	
			(d) Floor Area (SF)	(e) (f) (g) Residences GFA / Unit Unit SF			(h) Developer's Estimated Cost per SF	(i) Total	(j) (k) (l) Value (Land and Improvements) Est. Collin CAD Appraisal			(m) Less Taxable Base	(n) Estimated Net New Taxable	(o) Per SF	(p) Total
				Retail	Developer's				"Market"	Taxable					
					Estimated Cost	Estimated Cost					Estimated Cost				
<b>KDC West of Plano Road</b>															
West Corporate Office BTS	office	2016	1,500,000			0	\$250	\$375,000,000	\$170	\$255,000,000	\$255,000,000	\$919	\$254,999,081	\$20	\$30,000,000
West Medical Office BTS	office	2016	50,000			0	\$250	\$12,500,000	\$200	\$10,000,000	\$10,000,000	\$919	\$9,999,081	\$80	\$4,000,000
West retail phase 1	retail	2016	50,000			50,000	\$150	\$7,500,000	\$120	\$6,000,000	\$6,000,000	\$919	\$5,999,081	\$25	\$1,250,000
KDC residential phase 1	multifamily	2016	255,000	300	850	0	\$120	\$30,600,000	\$100	\$25,500,000	\$25,500,000	\$919	\$25,499,081	\$0	\$0
Limited service hotel	hotel (180 units)	2016	144,000			0	\$200	\$28,800,000	\$100	\$14,400,000	\$14,400,000	\$919	\$14,399,081	\$0	\$0
West retail phase 2	retail	2017	50,000			50,000	\$175	\$8,750,000	\$120	\$6,000,000	\$6,000,000	\$919	\$5,999,081	\$25	\$1,250,000
KDC residential phase 2	multifamily	2018	255,000	300	850	0	\$130	\$33,150,000	\$100	\$25,500,000	\$25,500,000	\$919	\$25,499,081	\$0	\$0
KDC residential phase 3	multifamily	2020	255,000	300	850	0	\$140	\$35,700,000	\$100	\$25,500,000	\$25,500,000	\$919	\$25,499,081	\$0	\$0
KDC residential phase 4	multifamily	2022	255,000	300	850	0	\$150	\$38,250,000	\$100	\$25,500,000	\$25,500,000	\$919	\$25,499,081	\$0	\$0
Subtotal or average			2,814,000	1,200		100,000	\$203	\$570,250,000	\$140	\$393,400,000	\$393,400,000	\$8,271	\$393,391,729	\$13	\$36,500,000
<b>Others West of Plano Road</b>															
ZC residential phase 1	multifamily	2015	450,000	450	1,000	0	\$120	\$54,000,000	\$100	\$45,000,000	\$45,000,000	\$919	\$44,999,081	\$0	\$0
ZC residential phase 2	multifamily	2017	350,000	350	1,000	0	\$130	\$45,500,000	\$100	\$35,000,000	\$35,000,000	\$919	\$34,999,081	\$0	\$0
Subtotal or average			800,000	800		0	\$124	\$99,500,000	\$100	\$80,000,000	\$80,000,000	\$1,838	\$79,998,162	\$0	\$0
<b>East of Plano Road</b>															
East Corporate Campus, phase 1	office	2015	536,000			0	\$175	\$93,800,000	\$140	\$75,040,000	\$75,040,000	\$1,865	\$75,038,135	\$20	\$10,720,000
East retail phase 1	retail	2016	100,000			100,000	\$150	\$15,000,000	\$120	\$12,000,000	\$12,000,000	\$1,865	\$11,998,135	\$25	\$2,500,000
Office BTS 1	office	2017	300,000			0	\$260	\$78,000,000	\$170	\$51,000,000	\$51,000,000	\$1,865	\$50,998,135	\$20	\$6,000,000
Full-service hotel	hotel (300 units)	2018	270,000			0	\$250	\$67,500,000	\$120	\$32,400,000	\$32,400,000	\$1,865	\$32,398,135	\$0	\$0
East retail phase 2	retail	2018	50,000			50,000	\$175	\$8,750,000	\$120	\$6,000,000	\$6,000,000	\$1,865	\$5,998,135	\$25	\$1,250,000
East Corporate campus, phase 2	office	2018	386,000			0	\$190	\$73,340,000	\$170	\$65,620,000	\$65,620,000	\$1,865	\$65,618,135	\$20	\$7,720,000
Office BTS 2	office	2019	300,000			0	\$270	\$81,000,000	\$170	\$51,000,000	\$51,000,000	\$1,865	\$50,998,135	\$20	\$6,000,000
KDC residential phase 1	multifamily	2019	425,000	500	850	0	\$140	\$59,500,000	\$100	\$42,500,000	\$42,500,000	\$1,865	\$42,498,135	\$0	\$0
East retail phase 3	retail	2019	50,000			50,000	\$190	\$9,500,000	\$120	\$6,000,000	\$6,000,000	\$1,865	\$5,998,135	\$25	\$1,250,000
KDC residential phase 2	multifamily	2021	425,000	500	850	0	\$150	\$63,750,000	\$100	\$42,500,000	\$42,500,000	\$1,865	\$42,498,135	\$0	\$0
Office BTS 3	office	2021	300,000			0	\$280	\$84,000,000	\$170	\$51,000,000	\$51,000,000	\$1,865	\$50,998,135	\$20	\$6,000,000
KDC residential phase 3	multifamily	2023	425,000	500	850	0	\$160	\$68,000,000	\$100	\$42,500,000	\$42,500,000	\$1,865	\$42,498,135	\$0	\$0
Office BTS 4	office	2023	300,000			0	\$300	\$90,000,000	\$170	\$51,000,000	\$51,000,000	\$1,865	\$50,998,135	\$20	\$6,000,000
KDC residential phase 4	multifamily	2025	425,000	500	850	0	\$175	\$74,375,000	\$100	\$42,500,000	\$42,500,000	\$1,865	\$42,498,135	\$0	\$0
Subtotal or average			4,292,000	2,000		200,000	\$202	\$866,515,000	\$133	\$571,060,000	\$571,060,000	\$26,110	\$571,033,890	\$11	\$47,440,000
<b>East of Wyndham Road</b>															
Stream Data Center	data center	2013	74,555			0	\$500	\$37,277,500	\$413	\$30,800,000	\$30,800,000	\$1,266	\$30,798,734	\$275	\$20,502,625
Total or average			7,980,555	4,000		300,000	\$197	\$1,573,542,500	\$135	\$1,075,260,000	\$1,075,260,000	\$37,485	\$1,075,222,515	\$13	\$104,442,625

## Schedule 3: Anticipated New Development in the TIF Zone, by Year, with Estimated Appraisals in 2012 Dollars

Development information is imported from another schedule and rearranged according to anticipated year of completion.

(a) Completed by Jan. 1,	(b) Description	(c) Use	Real Property										(n) Est. CCAD Appraisal of Taxable Business Personal Property	
			(d) Improvements			(i) Value (Land and Improvements)								
			(e) Gross Floor Area (SF)	(f) Res. Units	(g) Retail SF	(h) Developer's Estimated Cost		(j) Est. Collin CAD Appraisal		(k) Less Existing Taxable	(l) Taxable	(m) Taxable	(n) Per SF	(o) Total
						per SF	Total	Per SF	"Market"					
2013	Stream Data Center	data center	74,555	0	0	\$500	\$37,277,500	\$413	\$30,800,000	\$30,800,000	\$1,266	\$30,798,734	\$275	\$20,502,625
2015	East Corporate Campus, phase 1	office	536,000	0	0	\$175	\$93,800,000	\$140	\$75,040,000	\$75,040,000	\$1,865	\$75,038,135	\$20	\$10,720,000
2015	ZC residential phase 1	multifamily	450,000	450	0	\$120	\$54,000,000	\$100	\$45,000,000	\$45,000,000	\$919	\$44,999,081	\$0	\$0
2016	West Corporate Office BTS	office	1,500,000	0	0	\$250	\$375,000,000	\$170	\$255,000,000	\$255,000,000	\$919	\$254,999,081	\$20	\$30,000,000
2016	West Medical Office BTS	office	50,000	0	0	\$250	\$12,500,000	\$200	\$10,000,000	\$10,000,000	\$919	\$9,999,081	\$80	\$4,000,000
2016	West retail phase 1	retail	50,000	0	50,000	\$150	\$7,500,000	\$120	\$6,000,000	\$6,000,000	\$919	\$5,999,081	\$25	\$1,250,000
2016	KDC residential phase 1	multifamily	255,000	300	0	\$120	\$30,600,000	\$100	\$25,500,000	\$25,500,000	\$919	\$25,499,081	\$0	\$0
2016	Limited service hotel	hotel (180 units)	144,000	0	0	\$200	\$28,800,000	\$100	\$14,400,000	\$14,400,000	\$919	\$14,399,081	\$0	\$0
2016	East retail phase 1	retail	100,000	0	100,000	\$150	\$15,000,000	\$120	\$12,000,000	\$12,000,000	\$1,865	\$11,998,135	\$25	\$2,500,000
2017	West retail phase 2	retail	50,000	0	50,000	\$175	\$8,750,000	\$120	\$6,000,000	\$6,000,000	\$919	\$5,999,081	\$25	\$1,250,000
2017	Office BTS 1	office	300,000	0	0	\$260	\$78,000,000	\$170	\$51,000,000	\$51,000,000	\$1,865	\$50,998,135	\$20	\$6,000,000
2017	ZC residential phase 2	multifamily	350,000	350	0	\$130	\$45,500,000	\$100	\$35,000,000	\$35,000,000	\$919	\$34,999,081	\$0	\$0
2018	KDC residential phase 2	multifamily	255,000	300	0	\$130	\$33,150,000	\$100	\$25,500,000	\$25,500,000	\$919	\$25,499,081	\$0	\$0
2018	Full-service hotel	hotel (300 units)	270,000	0	0	\$250	\$67,500,000	\$120	\$32,400,000	\$32,400,000	\$1,865	\$32,398,135	\$0	\$0
2018	East retail phase 2	retail	50,000	0	50,000	\$175	\$8,750,000	\$120	\$6,000,000	\$6,000,000	\$1,865	\$5,998,135	\$25	\$1,250,000
2018	East Corporate campus, phase 2	office	386,000	0	0	\$190	\$73,340,000	\$170	\$65,620,000	\$65,620,000	\$1,865	\$65,618,135	\$20	\$7,720,000
2019	Office BTS 2	office	300,000	0	0	\$270	\$81,000,000	\$170	\$51,000,000	\$51,000,000	\$1,865	\$50,998,135	\$20	\$6,000,000
2019	KDC residential phase 1	multifamily	425,000	500	0	\$140	\$59,500,000	\$100	\$42,500,000	\$42,500,000	\$1,865	\$42,498,135	\$0	\$0
2019	East retail phase 3	retail	50,000	0	50,000	\$190	\$9,500,000	\$120	\$6,000,000	\$6,000,000	\$1,865	\$5,998,135	\$25	\$1,250,000
2020	KDC residential phase 3	multifamily	255,000	300	0	\$140	\$35,700,000	\$100	\$25,500,000	\$25,500,000	\$919	\$25,499,081	\$0	\$0
2021	KDC residential phase 2	multifamily	425,000	500	0	\$150	\$63,750,000	\$100	\$42,500,000	\$42,500,000	\$1,865	\$42,498,135	\$0	\$0
2021	Office BTS 3	office	300,000	0	0	\$280	\$84,000,000	\$170	\$51,000,000	\$51,000,000	\$1,865	\$50,998,135	\$20	\$6,000,000
2022	KDC residential phase 4	multifamily	255,000	300	0	\$150	\$38,250,000	\$100	\$25,500,000	\$25,500,000	\$919	\$25,499,081	\$0	\$0
2023	KDC residential phase 3	multifamily	425,000	500	0	\$160	\$68,000,000	\$100	\$42,500,000	\$42,500,000	\$1,865	\$42,498,135	\$0	\$0
2023	Office BTS 4	office	300,000	0	0	\$300	\$90,000,000	\$170	\$51,000,000	\$51,000,000	\$1,865	\$50,998,135	\$20	\$6,000,000
2025	KDC residential phase 4	multifamily	425,000	500	0	\$175	\$74,375,000	\$100	\$42,500,000	\$42,500,000	\$1,865	\$42,498,135	\$0	\$0
Total or average			7,980,555	4,000	300,000	\$197	\$1,573,542,500	\$135	\$1,075,260,000	\$1,075,260,000	\$37,485	\$1,075,222,515	\$13	\$104,442,625

## Schedule 4: Summary of Estimated TIF Project Costs and Nonproject Costs

**Notes:**

Cost estimates are from KDC, except City administrative cost and financing cost.

Dollar figures are in \$1,000s. Sums may not add exactly due to rounding.

Cost estimates in this schedule are adjusted for anticipated inflation to the year they will be accrued.

Finance cost is estimated for the year it will be paid.

Nonproject costs are anticipated expenditures within the TIF zone during its duration that are not TIF project costs. Estimated nonproject costs are both the public improvement costs identified in this schedule and the developer's private costs of development estimated in Schedule 2.

	Estimated TIF Project Costs Accrued During Each Calendar Year													Sum as % of Project Cost Subtotal
	TIF Project Costs	Nonproject Costs	Total Costs	2013	2014	2015	2016	2017	2018	2019	2020	beyond	Sum	
<b>Summary</b>														
Land dedications at cost basis*	\$18,315	\$0	\$18,315	\$0	\$12,018	\$2,725	\$1,016	\$2,018	\$146	\$230	\$162	\$0	\$18,315	23.6%
Improvements west of Plano Road	\$23,257	\$8,831	\$32,088	\$4,243	\$12,501	\$6,514	\$0	\$0	\$0	\$0	\$0	\$0	\$23,257	30.0%
Improvements east of Plano Road	\$34,764	\$5,577	\$40,341	\$0	\$0	\$2,276	\$7,021	\$10,015	\$6,511	\$2,379	\$6,562	\$0	\$34,764	44.9%
Subtotal before administrative expense	\$76,336	\$14,408	\$90,744	\$4,243	\$24,519	\$11,515	\$8,038	\$12,032	\$6,657	\$2,609	\$6,724	\$0	\$76,336	98.5%
TIF admin. costs (City expense, no finance cost)	\$1,152	\$0	\$1,152	\$87	\$35	\$36	\$36	\$37	\$38	\$39	\$39	\$805	\$1,152	1.5%
Subtotal before financing expense	\$77,488	\$14,408	\$91,896	\$4,330	\$24,554	\$11,551	\$8,074	\$12,070	\$6,694	\$2,648	\$6,764	\$805	\$77,488	100.0%
Finance cost paid	\$40,545			\$0	\$165	\$1,152	\$1,628	\$1,918	\$2,371	\$2,596	\$2,642	\$28,072	\$40,545	
Total estimated TIF project costs	\$118,033			\$4,330	\$24,719	\$12,703	\$9,702	\$13,988	\$9,065	\$5,244	\$9,406	\$28,877	\$118,033	

## Schedule 4A: Intermediate Details of TIF Project Cost Infrastructure

**Notes:**

Cost estimates are from KDC.

Dollar figures are in \$1,000s. Sums may not add exactly due to rounding.

Cost estimates in this schedule are adjusted for anticipated inflation to the year they will be accrued.

Nonproject costs are anticipated expenditures within the TIF zone during its duration that are not TIF project costs. Estimated nonproject costs are both the public improvement costs identified in this schedule and the developer's private costs of development estimated in Schedule 2.

	TIF			Total Costs	TIF Project Costs Paid During Each Calendar Year								
	Area (Acres)	Project Costs	Nonproject Costs		2013	2014	2015	2016	2017	2018	2019	2020	Total
<b>West of Plano Road</b>													
<b>Open Space</b>													
Elipitbout	0.70	\$690	\$0	\$690	\$0	\$690	\$0	\$0	\$0	\$0	\$0	\$0	\$690
Central Plaza	0.42	\$436	\$0	\$436	\$0	\$436	\$0	\$0	\$0	\$0	\$0	\$0	\$436
Triangle Plaza	0.30	\$309	\$0	\$309	\$0	\$309	\$0	\$0	\$0	\$0	\$0	\$0	\$309
Dart Plaza - North	0.28	\$304	\$0	\$304	\$0	\$304	\$0	\$0	\$0	\$0	\$0	\$0	\$304
Dart Plaza - South	0.25	\$134	\$0	\$134	\$0	\$134	\$0	\$0	\$0	\$0	\$0	\$0	\$134
Entry Plaza	0.20	\$177	\$0	\$177	\$0	\$177	\$0	\$0	\$0	\$0	\$0	\$0	\$177
South Green	0.09	\$61	\$0	\$61	\$0	\$0	\$61	\$0	\$0	\$0	\$0	\$0	\$61
Trail Park	3.57	\$386	\$1,445	\$1,831	\$0	\$386	\$0	\$0	\$0	\$0	\$0	\$0	\$386
<b>Subtotal Open Space</b>	<b>5.81</b>	<b>\$2,498</b>	<b>\$1,445</b>	<b>\$3,943</b>	<b>\$0</b>	<b>\$2,436</b>	<b>\$61</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,498</b>
<b>Infrastructure</b>													
Retail Way (A)	0.71	\$1,026	\$0	\$1,026	\$0	\$1,026	\$0	\$0	\$0	\$0	\$0	\$0	\$1,026
DART Way (B)	0.86	\$925	\$0	\$925	\$0	\$925	\$0	\$0	\$0	\$0	\$0	\$0	\$925
North / South (C1)	0.26	\$329	\$0	\$329	\$0	\$329	\$0	\$0	\$0	\$0	\$0	\$0	\$329
North / South (C2)	0.24	\$354	\$0	\$354	\$0	\$354	\$0	\$0	\$0	\$0	\$0	\$0	\$354
North / South (C3)	0.47	\$601	\$0	\$601	\$0	\$0	\$601	\$0	\$0	\$0	\$0	\$0	\$601
East / West (D1)	0.62	\$789	\$0	\$789	\$0	\$789	\$0	\$0	\$0	\$0	\$0	\$0	\$789
East / West (D2)	0.51	\$762	\$0	\$762	\$0	\$762	\$0	\$0	\$0	\$0	\$0	\$0	\$762
Infocom (E)	2.05	\$1,062	\$4,246	\$5,308	\$0	\$0	\$1,062	\$0	\$0	\$0	\$0	\$0	\$1,062
Routh Creek (F)	2.23	\$785	\$3,140	\$3,925	\$0	\$785	\$0	\$0	\$0	\$0	\$0	\$0	\$785
Renner Road (G)	0.36	\$451	\$0	\$451	\$0	\$451	\$0	\$0	\$0	\$0	\$0	\$0	\$451
Plano Road - N (X)	0.00	\$142	\$0	\$142	\$0	\$142	\$0	\$0	\$0	\$0	\$0	\$0	\$142
Plano Road - S1 (Y)	0.00	\$142	\$0	\$142	\$0	\$0	\$142	\$0	\$0	\$0	\$0	\$0	\$142
Plano Road - S2 (Z)	0.00	\$147	\$0	\$147	\$0	\$0	\$147	\$0	\$0	\$0	\$0	\$0	\$147
Box Culvert	0.00	\$1,966	\$0	\$1,966	\$1,966	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,966
Electrical Service	0.00	\$2,276	\$0	\$2,276	\$2,276	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,276
Other Infrastructure	0.00	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Subtotal Infrastructure</b>	<b>8.31</b>	<b>\$11,759</b>	<b>\$7,386</b>	<b>\$19,145</b>	<b>\$4,243</b>	<b>\$5,564</b>	<b>\$1,952</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$11,759</b>
<b>Parking Garages</b>													
Structured Spaces -	0.00	\$4,500	\$0	\$4,500	\$0	\$4,500	\$0	\$0	\$0	\$0	\$0	\$0	\$4,500
Structured Spaces -	0.00	\$4,500	\$0	\$4,500	\$0	\$0	\$4,500	\$0	\$0	\$0	\$0	\$0	\$4,500
<b>Subtotal Garages</b>	<b>0.00</b>	<b>\$9,000</b>	<b>\$0</b>	<b>\$9,000</b>	<b>\$0</b>	<b>\$4,500</b>	<b>\$4,500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$9,000</b>
<b>Total - West of Plano Road</b>	<b>14.12</b>	<b>\$23,257</b>	<b>\$8,831</b>	<b>\$32,088</b>	<b>\$4,243</b>	<b>\$12,501</b>	<b>\$6,514</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$23,257</b>

**Schedule 4A:  
Intermediate Details of TIF Project Cost Infrastructure**

	Area (Acres)	TIF Project Costs	Nonproject Costs	Total Costs	TIF Project Costs Paid During Each Calendar Year								
					2013	2014	2015	2016	2017	2018	2019	2020	Total
<b>East of Plano Road</b>													
<b>Open Space</b>													
Central Park	0.50	\$219	\$0	\$219	\$0	\$0	\$0	\$219	\$0	\$0	\$0	\$0	\$219
Eastern Park	0.50	\$219	\$0	\$219	\$0	\$0	\$0	\$0	\$0	\$0	\$219	\$0	\$219
SW Retail Park	0.50	\$219	\$0	\$219	\$0	\$0	\$0	\$0	\$219	\$0	\$0	\$0	\$219
Entry Plaza East	0.20	\$177	\$0	\$177	\$0	\$0	\$0	\$177	\$0	\$0	\$0	\$0	\$177
Rustic Park	16.98	\$2,816	\$0	\$2,816	\$0	\$0	\$0	\$0	\$2,816	\$0	\$0	\$0	\$2,816
<b>Subtotal Open Space</b>	<b>18.68</b>	<b>\$3,650</b>	<b>\$0</b>	<b>\$3,650</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$396</b>	<b>\$3,035</b>	<b>\$0</b>	<b>\$219</b>	<b>\$0</b>	<b>\$3,650</b>
<b>Infrastructure</b>													
Retail Way (A1)	0.67	\$719	\$0	\$719	\$0	\$0	\$0	\$719	\$0	\$0	\$0	\$0	\$719
Hotel Way (B1)	0.67	\$719	\$0	\$719	\$0	\$0	\$0	\$719	\$0	\$0	\$0	\$0	\$719
Retail Way (A3)	0.48	\$514	\$0	\$514	\$0	\$0	\$0	\$0	\$0	\$514	\$0	\$0	\$514
Retail Way (A4)	0.63	\$668	\$0	\$668	\$0	\$0	\$0	\$0	\$0	\$668	\$0	\$0	\$668
Central Park N (A2)	0.10	\$142	\$0	\$142	\$0	\$0	\$0	\$142	\$0	\$0	\$0	\$0	\$142
Central Park W (C1)	0.25	\$355	\$0	\$355	\$0	\$0	\$0	\$355	\$0	\$0	\$0	\$0	\$355
Central Park EN (C2)	0.25	\$355	\$0	\$355	\$0	\$0	\$0	\$355	\$0	\$0	\$0	\$0	\$355
Central Park S (C3)	0.10	\$142	\$0	\$142	\$0	\$0	\$0	\$142	\$0	\$0	\$0	\$0	\$142
Central Park ES (C4)	0.29	\$376	\$0	\$376	\$0	\$0	\$0	\$0	\$376	\$0	\$0	\$0	\$376
East / West (B2)	1.03	\$1,315	\$0	\$1,315	\$0	\$0	\$0	\$0	\$0	\$0	\$1,315	\$0	\$1,315
Garage Way W (D1)	0.28	\$581	\$0	\$581	\$0	\$0	\$0	\$0	\$0	\$581	\$0	\$0	\$581
Center Drive (D2)	0.66	\$845	\$0	\$845	\$0	\$0	\$0	\$0	\$0	\$0	\$845	\$0	\$845
Garage Way E (E1)	0.17	\$349	\$0	\$349	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$349	\$349
Eastern Park N (E2)	0.12	\$151	\$0	\$151	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$151	\$151
Eastern Park W (E3)	0.31	\$377	\$0	\$377	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$377	\$377
Eastern Park S (E3)	0.12	\$151	\$0	\$151	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$151	\$151
Eastern Park E (E4)	0.31	\$377	\$0	\$377	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$377	\$377
East Drive N (E5)	0.22	\$282	\$0	\$282	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$282	\$282
East Drive S (E6)	0.29	\$376	\$0	\$376	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$376	\$376
SW Retail Drive (C5)	0.88	\$1,127	\$0	\$1,127	\$0	\$0	\$0	\$0	\$1,127	\$0	\$0	\$0	\$1,127
Fox North (D3)	0.55	\$687	\$0	\$687	\$0	\$0	\$0	\$0	\$687	\$0	\$0	\$0	\$687
Infocom (F)	6.93	\$1,394	\$5,577	\$6,971	\$0	\$0	\$0	\$1,394	\$0	\$0	\$0	\$0	\$1,394
Renner Trail	0.00	\$247	\$0	\$247	\$0	\$0	\$0	\$0	\$0	\$247	\$0	\$0	\$247
Plano Road - N (P)	0.00	\$142	\$0	\$142	\$0	\$0	\$0	\$142	\$0	\$0	\$0	\$0	\$142
Plano Road - S1 (Q)	0.00	\$142	\$0	\$142	\$0	\$0	\$0	\$0	\$142	\$0	\$0	\$0	\$142
Plano Road - S2 (R)	0.00	\$147	\$0	\$147	\$0	\$0	\$0	\$0	\$147	\$0	\$0	\$0	\$147
Electrical Service	0.00	\$2,276	\$0	\$2,276	\$0	\$0	\$2,276	\$0	\$0	\$0	\$0	\$0	\$2,276
Ped. Xing - Plano Rd	0.00	\$2,657	\$0	\$2,657	\$0	\$0	\$0	\$2,657	\$0	\$0	\$0	\$0	\$2,657
<b>Subtotal Infrastructure</b>	<b>15.31</b>	<b>\$17,614</b>	<b>\$5,577</b>	<b>\$23,191</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,276</b>	<b>\$6,626</b>	<b>\$2,480</b>	<b>\$2,011</b>	<b>\$2,160</b>	<b>\$2,062</b>	<b>\$17,614</b>
<b>Parking Garages</b>													
Structured Spaces - 500	0.00	\$4,500	\$0	\$4,500	\$0	\$0	\$0	\$0	\$4,500	\$0	\$0	\$0	\$4,500
Structured Spaces - 500	0.00	\$4,500	\$0	\$4,500	\$0	\$0	\$0	\$0	\$0	\$4,500	\$0	\$0	\$4,500
Structured Spaces - 500	0.00	\$4,500	\$0	\$4,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,500	\$4,500
<b>Subtotal Garages</b>	<b>0.00</b>	<b>\$13,500</b>	<b>\$0</b>	<b>\$13,500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$4,500</b>	<b>\$4,500</b>	<b>\$0</b>	<b>\$4,500</b>	<b>\$13,500</b>
<b>Total - East of Plano Road</b>	<b>33.99</b>	<b>\$34,764</b>	<b>\$5,577</b>	<b>\$40,341</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,276</b>	<b>\$7,021</b>	<b>\$10,015</b>	<b>\$6,511</b>	<b>\$2,379</b>	<b>\$6,562</b>	<b>\$34,764</b>

**Schedule 5:  
Forecast of Annual Taxable Property Values and City of Richardson Property Taxes from the TIF Zone**

Notes:

Estimated net new appraisals due to new improvements are from a separate schedule.  
 Business personal property at Stream data center (1811 E. Renner Road) is added to the roll Jan. 1, 2013. Real property value for the same site was added Jan. 1, 2012.  
 Tax rate is for 2012. Later years are assumed a constant. Actual rates will be set annually.  
 The net new appraisal added for Jan. 1, 2013, before inflation adjustment, is the value that brings the total taxable Jan. 1, 2013 appraisal for the Stream Data Center to an anticipated \$30.8 million.

(a)	(b)	(c) Real Property										(m) Business Personal Property					
		Appraisal Without Improvements New This Year; Post-completion Appraisals Rise 1.00%		Net New Appraisals Related to Development		Adjusted for Pre-completion Inflation @ 3.00%		Total Taxable Real Property	Captured Appraised Value for Jan. 1	City Real Property Tax on Captured Value @ \$0.63516	TIF Fund Receipts on This % of Captured Value	TIF Fund Receipts in Calendar Year	City Real Property Tax Increments to TIF Fund	City RP Tax Retained for General Fund	Appraisal Without Improvements Added This Year; Post-completion Appraisals Rise 1.00%	Appraisals Related to New Improvements	
Year	Jan. 1, After 2012	In 2012 Dollars	After 2012	Appraisal	of This Year	per \$100	Value	Year	Year	Fund	General Fund	After 2012	In 2012 Dollars	After 2012	Total		
Base	2011			\$37,485	\$0	\$0	0%	2012	\$0	\$238	\$0	\$0	\$0	\$0	\$0	\$0	
1	2012			\$16,046,379	\$16,008,894	\$101,682	66.67%	2013	\$67,788	\$34,132	\$0	\$0	\$0	\$0	\$0	\$0	
2	2013	\$16,206,843	\$13,894,800	\$14,311,644	\$30,518,486	\$30,481,001	66.67%	2014	\$129,069	\$64,772	\$0	\$20,502,625	\$21,117,704	\$21,117,704	\$134,131		
3	2014	\$30,823,671	\$0	\$0	\$30,823,671	\$30,786,186	66.67%	2015	\$130,361	\$65,419	\$21,328,881	\$0	\$0	\$21,328,881	\$135,473		
4	2015	\$31,131,908	\$120,037,216	\$131,167,907	\$162,299,815	\$162,262,330	66.67%	2016	\$687,084	\$343,780	\$21,542,170	\$10,720,000	\$11,714,033	\$33,256,203	\$211,230		
5	2016	\$163,922,813	\$322,893,540	\$363,419,524	\$527,342,337	\$527,304,852	66.67%	2017	\$2,232,820	\$1,116,648	\$33,588,765	\$37,750,000	\$42,487,958	\$76,076,723	\$483,209		
6	2017	\$532,615,760	\$40,998,162	\$47,528,106	\$580,143,867	\$580,106,382	66.67%	2018	\$2,456,402	\$1,228,439	\$76,837,490	\$7,250,000	\$8,404,737	\$85,242,227	\$541,425		
7	2018	\$585,945,305	\$129,513,486	\$154,645,875	\$740,591,181	\$740,553,696	66.67%	2019	\$3,135,801	\$1,568,138	\$86,094,649	\$8,970,000	\$10,710,649	\$96,805,298	\$614,869		
8	2019	\$747,997,093	\$99,494,405	\$122,365,568	\$870,362,661	\$870,325,176	66.67%	2020	\$3,685,305	\$1,842,891	\$97,773,351	\$7,250,000	\$8,916,586	\$106,689,937	\$677,652		
9	2020	\$879,066,288	\$25,499,081	\$32,301,473	\$911,367,761	\$911,330,276	66.67%	2021	\$3,858,937	\$1,929,707	\$107,756,836	\$0	\$0	\$107,756,836	\$684,428		
10	2021	\$920,481,438	\$93,496,270	\$121,991,426	\$1,042,472,864	\$1,042,435,379	66.67%	2022	\$4,414,088	\$2,207,282	\$108,834,405	\$6,000,000	\$7,828,639	\$116,663,044	\$740,997		
11	2022	\$1,052,897,593	\$25,499,081	\$34,268,633	\$1,087,166,225	\$1,087,128,740	66.67%	2023	\$4,603,338	\$2,301,907	\$117,829,674	\$0	\$0	\$117,829,674	\$748,407		
12	2023	\$1,098,037,888	\$93,496,270	\$129,420,704	\$1,227,458,591	\$1,227,421,106	66.67%	2024	\$5,197,392	\$2,598,934	\$119,007,971	\$6,000,000	\$8,305,403	\$127,313,374	\$808,644		
13	2024	\$1,239,733,177	\$0	\$0	\$1,239,733,177	\$1,239,695,692	66.67%	2025	\$5,249,367	\$2,624,922	\$128,586,508	\$0	\$0	\$128,586,508	\$816,730		
14	2025	\$1,252,130,509	\$42,498,135	\$62,409,944	\$1,314,540,453	\$1,314,502,968	66.67%	2026	\$5,566,131	\$2,783,304	\$129,872,373	\$0	\$0	\$129,872,373	\$824,897		
15	2026	\$1,327,685,857	\$0	\$0	\$1,327,685,857	\$1,327,648,372	66.67%	2027	\$5,621,794	\$2,811,135	\$131,171,097	\$0	\$0	\$131,171,097	\$833,146		
16	2027	\$1,340,962,716	\$0	\$0	\$1,340,962,716	\$1,340,925,231	66.67%	2028	\$5,678,014	\$2,839,245	\$132,482,808	\$0	\$0	\$132,482,808	\$841,478		
17	2028	\$1,354,372,343	\$0	\$0	\$1,354,372,343	\$1,354,334,858	66.67%	2029	\$5,734,796	\$2,867,636	\$133,807,636	\$0	\$0	\$133,807,636	\$849,893		
18	2029	\$1,367,916,067	\$0	\$0	\$1,367,916,067	\$1,367,878,582	66.67%	2030	\$5,792,145	\$2,896,311	\$135,145,712	\$0	\$0	\$135,145,712	\$858,392		
19	2030	\$1,381,595,227	\$0	\$0	\$1,381,595,227	\$1,381,557,742	66.67%	2031	\$5,850,068	\$2,925,272	\$136,497,169	\$0	\$0	\$136,497,169	\$866,975		
20	2031	\$1,395,411,180	\$0	\$0	\$1,395,411,180	\$1,395,373,695	66.67%	2032	\$5,908,570	\$2,954,523	\$137,862,141	\$0	\$0	\$137,862,141	\$875,645		
21	2032	\$1,409,365,291	\$0	\$0	\$1,409,365,291	\$1,409,327,806	66.67%	2033	\$5,967,658	\$2,984,067	\$139,240,762	\$0	\$0	\$139,240,762	\$884,402		
22	2033	\$1,423,458,944	\$0	\$0	\$1,423,458,944	\$1,423,421,459	66.67%	2034	\$6,027,336	\$3,013,906	\$140,633,170	\$0	\$0	\$140,633,170	\$893,246		
23	2034	\$1,437,693,534	\$0	\$0	\$1,437,693,534	\$1,437,656,049	66.67%	2035	\$6,087,611	\$3,044,043	\$142,039,501	\$0	\$0	\$142,039,501	\$902,178		
24	2035	\$1,452,070,469	\$0	\$0	\$1,452,070,469	\$1,452,032,984	66.67%	2036	\$6,148,488	\$3,074,482	\$143,459,897	\$0	\$0	\$143,459,897	\$911,200		
25	2036	\$1,466,591,174	\$0	\$0	\$1,466,591,174	\$1,466,553,689	66.67%	2037	\$6,209,975	\$3,105,226	\$144,894,495	\$0	\$0	\$144,894,495	\$920,312		
26	2037	\$1,481,257,086	\$0	\$0	\$1,481,257,086	\$1,481,219,601	0%	2038	\$0	\$9,408,353	\$146,343,440	\$0	\$0	\$146,343,440	\$929,515		
27	2039	\$1,496,069,656	\$0	\$0	\$1,496,069,656	\$1,496,032,171	0%	2039	\$0	\$9,502,436	\$147,806,875	\$0	\$0	\$147,806,875	\$938,810		
28	2039	\$1,511,030,353	\$0	\$0	\$1,511,030,353	\$1,510,992,868	0%	2040	\$0	\$9,597,460	\$149,284,944	\$0	\$0	\$149,284,944	\$948,198		
29	2040	\$1,526,140,656	\$0	\$0	\$1,526,140,656	\$1,526,103,171	0%	2041	\$0	\$9,693,435	\$150,777,793	\$0	\$0	\$150,777,793	\$957,680		
30	2041	\$1,541,402,063	\$0	\$0	\$1,541,402,063	\$1,541,364,578	0%	2042	\$0	\$9,790,369	\$152,285,571	\$0	\$0	\$152,285,571	\$967,257		
Total (Year 1-30)			\$1,007,320,446	\$1,213,830,804		\$207,651,370			\$106,440,338	\$101,218,174		\$104,442,625	\$119,485,709		\$21,800,418		

**Schedule 6:  
Forecast of Annual Taxable Property Values and Collin County Property Taxes from the TIF Zone**

Notes:

Estimated net new appraisals due to new improvements are from a separate schedule..  
 Business personal property at Stream data center (1811 E. Renner Road) is added to the roll Jan. 1, 2013. Real property value for the same site was added Jan. 1, 2012.  
 Tax rate is for 2012. Later years are assumed a constant. Actual rates will be set annually.  
 The net new appraisal added for Jan. 1, 2013, before inflation adjustment, is the value that brings the total taxable Jan. 1, 2013 appraisal for the Stream Data Center to an anticipated \$30.8 million.

(a)	(b)	(c) Real Property										(m) Business Personal Property				
		Appraisal Without Improvements New This Year; Post-completion Appraisals Rise	Net New Appraisals Related to Development	Adjusted for Pre-completion Inflation @ 3.00%	Total Taxable Real Property Appraisal	Captured Appraised Value for Jan. 1 of This Year	County Real Property Tax on Captured Appraised Value @ \$0.240 per \$100	TIF Fund Receipts	TIF Fund Receipts on This % of Captured Appraised Value	County Real Property Tax Increments to TIF	County RP Tax Retained for General Fund	Appraisal Without Improvements Added This Year; Post-completion Appraisals Rise	Appraisals Related to New Improvements	County BPP Tax @ \$0.240 per \$100 (to General Fund)		
Year	Jan. 1, 2011	Annually After 2012	In 2012 Dollars	After 2012	Property Appraisal	Value	Value	Value	Year	Fund	Annually After 2012	In 2012 Dollars	After 2012	Total	Fund)	
Base	2011				\$37,485	\$0	\$0	0%	2012	\$0	\$90	\$0	\$0	\$0	\$0	
1	2012				\$16,046,379	\$16,008,894	\$38,421	50.00%	2013	\$19,211	\$19,301	\$0	\$0	\$0	\$0	
2	2013	\$16,206,843	\$13,894,800	\$14,311,644	\$30,518,486	\$30,481,001	\$73,154	50.00%	2014	\$36,577	\$36,667	\$0	\$20,502,625	\$21,117,704	\$50,682	
3	2014	\$30,823,671	\$0	\$0	\$30,823,671	\$30,786,186	\$73,887	50.00%	2015	\$36,943	\$37,033	\$21,328,881	\$0	\$21,328,881	\$51,189	
4	2015	\$31,131,908	\$120,037,216	\$131,167,907	\$162,299,815	\$162,262,330	\$389,430	50.00%	2016	\$194,715	\$194,805	\$21,542,170	\$10,720,000	\$11,714,033	\$79,815	
5	2016	\$163,922,813	\$322,893,540	\$363,419,524	\$527,342,337	\$527,304,852	\$1,265,532	50.00%	2017	\$632,766	\$632,856	\$33,588,765	\$37,750,000	\$42,487,958	\$182,584	
6	2017	\$532,615,760	\$40,998,162	\$47,528,106	\$580,143,867	\$580,106,382	\$1,392,255	50.00%	2018	\$696,128	\$696,218	\$76,837,490	\$7,250,000	\$8,404,737	\$204,581	
7	2018	\$585,945,305	\$129,513,486	\$154,645,875	\$740,591,181	\$740,553,696	\$1,777,329	50.00%	2019	\$888,664	\$888,754	\$86,094,649	\$8,970,000	\$10,710,649	\$232,333	
8	2019	\$747,997,093	\$99,494,405	\$122,365,568	\$870,362,661	\$870,325,176	\$2,088,780	50.00%	2020	\$1,044,390	\$1,044,480	\$97,773,351	\$7,250,000	\$8,916,586	\$256,056	
9	2020	\$879,066,288	\$25,499,081	\$32,301,473	\$911,367,761	\$911,330,276	\$2,187,193	50.00%	2021	\$1,093,596	\$1,093,686	\$107,756,836	\$0	\$107,756,836	\$258,616	
10	2021	\$920,481,438	\$93,496,270	\$121,991,426	\$1,042,472,864	\$1,042,435,379	\$2,501,845	50.00%	2022	\$1,250,922	\$1,251,012	\$108,834,405	\$6,000,000	\$7,828,639	\$279,991	
11	2022	\$1,052,897,593	\$25,499,081	\$34,268,633	\$1,087,166,225	\$1,087,128,740	\$2,609,109	50.00%	2023	\$1,304,554	\$1,304,644	\$117,829,674	\$0	\$117,829,674	\$282,791	
12	2023	\$1,098,037,888	\$93,496,270	\$129,420,704	\$1,227,458,591	\$1,227,421,106	\$2,945,811	50.00%	2024	\$1,472,905	\$1,472,995	\$119,007,971	\$6,000,000	\$8,305,403	\$305,552	
13	2024	\$1,239,733,177	\$0	\$0	\$1,239,733,177	\$1,239,695,692	\$2,975,270	50.00%	2025	\$1,487,635	\$1,487,725	\$128,586,508	\$0	\$128,586,508	\$308,608	
14	2025	\$1,252,130,509	\$42,498,135	\$62,409,944	\$1,314,540,453	\$1,314,502,968	\$3,154,807	50.00%	2026	\$1,577,404	\$1,577,494	\$129,872,373	\$0	\$129,872,373	\$311,694	
15	2026	\$1,327,685,857	\$0	\$0	\$1,327,685,857	\$1,327,648,372	\$3,186,356	50.00%	2027	\$1,593,178	\$1,593,268	\$131,171,097	\$0	\$131,171,097	\$314,811	
16	2027	\$1,340,962,716	\$0	\$0	\$1,340,962,716	\$1,340,925,231	\$3,218,221	50.00%	2028	\$1,609,110	\$1,609,200	\$132,482,808	\$0	\$132,482,808	\$317,959	
17	2028	\$1,354,372,343	\$0	\$0	\$1,354,372,343	\$1,354,334,858	\$3,250,404	50.00%	2029	\$1,625,202	\$1,625,292	\$133,807,636	\$0	\$133,807,636	\$321,138	
18	2029	\$1,367,916,067	\$0	\$0	\$1,367,916,067	\$1,367,878,582	\$3,282,909	50.00%	2030	\$1,641,454	\$1,641,544	\$135,145,712	\$0	\$135,145,712	\$324,350	
19	2030	\$1,381,595,227	\$0	\$0	\$1,381,595,227	\$1,381,557,742	\$3,315,739	50.00%	2031	\$1,657,869	\$1,657,959	\$136,497,169	\$0	\$136,497,169	\$327,593	
20	2031	\$1,395,411,180	\$0	\$0	\$1,395,411,180	\$1,395,373,695	\$3,348,897	50.00%	2032	\$1,674,448	\$1,674,538	\$137,862,141	\$0	\$137,862,141	\$330,869	
21	2032	\$1,409,365,291	\$0	\$0	\$1,409,365,291	\$1,409,327,806	\$3,382,387	50.00%	2033	\$1,691,193	\$1,691,283	\$139,240,762	\$0	\$139,240,762	\$334,178	
22	2033	\$1,423,458,944	\$0	\$0	\$1,423,458,944	\$1,423,421,459	\$3,416,212	50.00%	2034	\$1,708,106	\$1,708,196	\$140,633,170	\$0	\$140,633,170	\$337,520	
23	2034	\$1,437,693,534	\$0	\$0	\$1,437,693,534	\$1,437,656,049	\$3,450,375	50.00%	2035	\$1,725,187	\$1,725,277	\$142,039,501	\$0	\$142,039,501	\$340,895	
24	2035	\$1,452,070,469	\$0	\$0	\$1,452,070,469	\$1,452,032,984	\$3,484,879	50.00%	2036	\$1,742,440	\$1,742,530	\$143,459,897	\$0	\$143,459,897	\$344,304	
25	2036	\$1,466,591,174	\$0	\$0	\$1,466,591,174	\$1,466,553,689	\$3,519,729	50.00%	2037	\$1,759,864	\$1,759,954	\$144,894,495	\$0	\$144,894,495	\$347,747	
26	2037	\$1,481,257,086	\$0	\$0	\$1,481,257,086	\$1,481,219,601	\$3,554,927	0%	2039	\$0	\$3,555,017	\$146,343,440	\$0	\$146,343,440	\$351,224	
27	2038	\$1,496,069,656	\$0	\$0	\$1,496,069,656	\$1,496,032,171	\$3,590,477	0%	2039	\$0	\$3,590,567	\$147,806,875	\$0	\$147,806,875	\$354,736	
28	2039	\$1,511,030,353	\$0	\$0	\$1,511,030,353	\$1,510,992,868	\$3,626,383	0%	2040	\$0	\$3,626,473	\$149,284,944	\$0	\$149,284,944	\$358,284	
29	2040	\$1,526,140,656	\$0	\$0	\$1,526,140,656	\$1,526,103,171	\$3,662,648	0%	2041	\$0	\$3,662,738	\$150,777,793	\$0	\$150,777,793	\$361,867	
30	2041	\$1,541,402,063	\$0	\$0	\$1,541,402,063	\$1,541,364,578	\$3,699,275	0%	2042	\$0	\$3,699,365	\$152,285,571	\$0	\$152,285,571	\$365,485	
Total (Year 1-30)			\$1,007,320,446	\$1,213,830,804			\$78,462,637			\$30,164,464	\$48,300,872		\$104,442,625	\$119,485,709	\$8,237,452	

## Schedule 7: Forecast of Total Revenue to the TIF Fund

Notes:

City and County revenue forecasts are from separate schedules.

After tax year 2015, Richardson may elect to direct 11.67% of total real property tax increments earned from TIF Zone #2 to a fund for rail transit in the Cotton Belt corridor. If so, 55% of City tax increments from that time through the end of the TIF Zone term would flow to other project costs.

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)
TIF Year	Appraisal as of Jan. 1,	TIF Fund Receipts in Calendar Year	From City	From County	Total Deposits to TIF Fund	Less 11.67% / 66.67% of City Tax Increments to Cotton Belt Rail Transit	Net City Deposits to TIF, Excluding Funds for Cotton Belt Project	Net Deposits to TIF Fund, Excluding Funds for Cotton Belt Project	Cumulative Net Deposits to TIF Fund, Excluding Funds for Cotton Belt	2012 PV of Cum. Net Deposits to TIF Fund 2, Excl. Cotton Belt @ 5.00% Annual Discounts
Base	2011	2012	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
1	2012	2013	\$67,788	\$19,211	\$86,999	\$0	\$67,788	\$86,999	\$86,999	\$82,856
2	2013	2014	\$129,069	\$36,577	\$165,646	\$0	\$129,069	\$165,646	\$252,645	\$233,102
3	2014	2015	\$130,361	\$36,943	\$167,304	\$0	\$130,361	\$167,304	\$419,949	\$377,626
4	2015	2016	\$687,084	\$194,715	\$881,798	\$0	\$687,084	\$881,798	\$1,301,748	\$1,103,083
5	2016	2017	\$2,232,820	\$632,766	\$2,865,585	\$390,836	\$1,841,984	\$2,474,750	\$3,776,497	\$3,042,115
6	2017	2018	\$2,456,402	\$696,128	\$3,152,530	\$429,972	\$2,026,431	\$2,722,558	\$6,499,056	\$5,073,730
7	2018	2019	\$3,135,801	\$888,664	\$4,024,465	\$548,894	\$2,586,906	\$3,475,571	\$9,974,626	\$7,543,753
8	2019	2020	\$3,685,305	\$1,044,390	\$4,729,695	\$645,080	\$3,040,225	\$4,084,615	\$14,059,241	\$10,308,381
9	2020	2021	\$3,858,937	\$1,093,596	\$4,952,533	\$675,473	\$3,183,464	\$4,277,060	\$18,336,301	\$13,065,412
10	2021	2022	\$4,414,088	\$1,250,922	\$5,665,011	\$772,648	\$3,641,441	\$4,892,363	\$23,228,665	\$16,068,899
11	2022	2023	\$4,603,338	\$1,304,554	\$5,907,892	\$805,774	\$3,797,564	\$5,102,118	\$28,330,783	\$19,052,001
12	2023	2024	\$5,197,392	\$1,472,905	\$6,670,297	\$909,758	\$4,287,634	\$5,760,539	\$34,091,322	\$22,259,685
13	2024	2025	\$5,249,367	\$1,487,635	\$6,737,002	\$918,856	\$4,330,512	\$5,818,146	\$39,909,469	\$25,345,173
14	2025	2026	\$5,566,131	\$1,577,404	\$7,143,535	\$974,303	\$4,591,829	\$6,169,232	\$46,078,701	\$28,461,054
15	2026	2027	\$5,621,794	\$1,593,178	\$7,214,972	\$984,046	\$4,637,748	\$6,230,926	\$52,309,628	\$31,458,236
16	2027	2028	\$5,678,014	\$1,609,110	\$7,287,124	\$993,887	\$4,684,127	\$6,293,237	\$58,602,865	\$34,341,241
17	2028	2029	\$5,734,796	\$1,625,202	\$7,359,997	\$1,003,826	\$4,730,970	\$6,356,172	\$64,959,037	\$37,114,417
18	2029	2030	\$5,792,145	\$1,641,454	\$7,433,599	\$1,013,864	\$4,778,281	\$6,419,735	\$71,378,772	\$39,781,950
19	2030	2031	\$5,850,068	\$1,657,869	\$7,507,937	\$1,024,003	\$4,826,065	\$6,483,934	\$77,862,706	\$42,347,863
20	2031	2032	\$5,908,570	\$1,674,448	\$7,583,019	\$1,034,244	\$4,874,327	\$6,548,775	\$84,411,481	\$44,816,027
21	2032	2033	\$5,967,658	\$1,691,193	\$7,658,851	\$1,044,586	\$4,923,071	\$6,614,265	\$91,025,746	\$47,190,167
22	2033	2034	\$6,027,336	\$1,708,106	\$7,735,442	\$1,055,032	\$4,972,303	\$6,680,409	\$97,706,155	\$49,473,864
23	2034	2035	\$6,087,611	\$1,725,187	\$7,812,798	\$1,065,583	\$5,022,028	\$6,747,215	\$104,453,370	\$51,670,564
24	2035	2036	\$6,148,488	\$1,742,440	\$7,890,928	\$1,076,239	\$5,072,249	\$6,814,689	\$111,268,059	\$53,783,580
25	2036	2037	\$6,209,975	\$1,759,864	\$7,969,839	\$1,087,002	\$5,122,973	\$6,882,838	\$118,150,897	\$55,816,101
26	2037	2038	\$0	\$0	\$0	\$0	\$0	\$0	\$118,150,897	\$55,816,101
27	2038	2039	\$0	\$0	\$0	\$0	\$0	\$0	\$118,150,897	\$55,816,101
28	2039	2040	\$0	\$0	\$0	\$0	\$0	\$0	\$118,150,897	\$55,816,101
29	2040	2041	\$0	\$0	\$0	\$0	\$0	\$0	\$118,150,897	\$55,816,101
30	2041	2042	\$0	\$0	\$0	\$0	\$0	\$0	\$118,150,897	\$55,816,101
Total (Years 1-30)			\$106,440,338	\$30,164,464	\$136,604,802	\$18,453,905	\$87,986,433	\$118,150,897		
% from Source			78%	22%	100%					

**Schedule 8:  
Forecast Timing of Annual TIF Project Costs, Annual Payouts,  
Interest Accrued and Balance Obligations of the TIF Fund**

Notes:

Annual revenue forecasts for the TIF fund are from another schedule.

Interest terms, if any, on outstanding obligations of the TIF fund are to be determined. This schedule is for illustration only.

This schedule assumes interest accrues at the end of each calendar year on obligation balances carried for at least the full previous year. Interest is compounded annually.

The interest rate is the approximate maximum rate the TIF fund can likely afford to pay if interest is accrued on all project costs, including land contributions at cost basis.

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)
TIF Year	Appraisal as of Jan. 1,	TIF Fund Receipts in Calendar Year	Total Receipts TIF Zone #2	Potential 11.67% / 55% of City Tax Increments to Cotton Belt Rail Transit	Net Receipts for Other TIF Zone 2 Project Costs	Less TIF Admin. Expense	Net Receipts for Balance of TIF Zone 2 Project Costs After Admin. Expense	Other TIF Project Costs Accrued in Twelve Months Following Appraisal Date	TIF Fund Payout for Other Project Costs	TIF Obligation Carried Forward Before This Year's Interest Accrual	Interest Accrued This Year, If Annual Rate 4.02%	Obligation Carried Forward After This Year's Interest
Base	2011	2012	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1	2012	2013	\$86,999	\$0	\$86,999	\$86,999	\$0	\$0	\$0	\$0	\$0	\$0
2	2013	2014	\$165,646	\$0	\$165,646	\$35,000	\$130,646	\$4,243,000	\$130,646	\$4,112,354	\$0	\$4,112,354
3	2014	2015	\$167,304	\$0	\$167,304	\$35,700	\$131,604	\$24,519,000	\$131,604	\$28,499,750	\$165,317	\$28,665,067
4	2015	2016	\$881,798	\$0	\$881,798	\$36,414	\$845,384	\$11,515,000	\$845,384	\$39,334,682	\$1,152,336	\$40,487,018
5	2016	2017	\$2,865,585	\$390,836	\$2,474,750	\$37,142	\$2,437,608	\$8,038,000	\$2,437,608	\$46,087,410	\$1,627,578	\$47,714,988
6	2017	2018	\$3,152,530	\$429,972	\$2,722,558	\$37,885	\$2,684,673	\$12,032,000	\$2,684,673	\$57,062,315	\$1,918,143	\$58,980,458
7	2018	2019	\$4,024,465	\$548,894	\$3,475,571	\$38,643	\$3,436,928	\$6,657,000	\$3,436,928	\$62,200,530	\$2,371,014	\$64,571,544
8	2019	2020	\$4,729,695	\$645,080	\$4,084,615	\$39,416	\$4,045,199	\$2,609,000	\$4,045,199	\$63,135,345	\$2,595,776	\$65,731,121
9	2020	2021	\$4,952,533	\$675,473	\$4,277,060	\$40,204	\$4,236,856	\$6,724,000	\$4,236,856	\$68,218,265	\$2,642,391	\$70,860,656
10	2021	2022	\$5,665,011	\$772,648	\$4,892,363	\$41,008	\$4,851,355	\$0	\$4,851,355	\$66,009,301	\$2,848,598	\$68,857,899
11	2022	2023	\$5,907,892	\$805,774	\$5,102,118	\$41,828	\$5,060,290	\$0	\$5,060,290	\$63,797,609	\$2,768,088	\$66,565,697
12	2023	2024	\$6,670,297	\$909,758	\$5,760,539	\$42,665	\$5,717,874	\$0	\$5,717,874	\$60,847,822	\$2,675,941	\$63,523,763
13	2024	2025	\$6,737,002	\$918,856	\$5,818,146	\$43,518	\$5,774,628	\$0	\$5,774,628	\$57,749,135	\$2,553,655	\$60,302,790
14	2025	2026	\$7,143,535	\$974,303	\$6,169,232	\$44,388	\$6,124,844	\$0	\$6,124,844	\$54,177,946	\$2,424,172	\$56,602,118
15	2026	2027	\$7,214,972	\$984,046	\$6,230,926	\$45,276	\$6,185,650	\$0	\$6,185,650	\$50,416,468	\$2,275,405	\$52,691,873
16	2027	2028	\$7,287,124	\$993,887	\$6,293,237	\$46,182	\$6,247,056	\$0	\$6,247,056	\$46,444,818	\$2,118,213	\$48,563,031
17	2028	2029	\$7,359,997	\$1,003,826	\$6,356,172	\$47,105	\$6,309,066	\$0	\$6,309,066	\$42,253,965	\$1,952,234	\$44,206,199
18	2029	2030	\$7,433,599	\$1,013,864	\$6,419,735	\$48,047	\$6,371,688	\$0	\$6,371,688	\$37,834,511	\$1,777,089	\$39,611,600
19	2030	2031	\$7,507,937	\$1,024,003	\$6,483,934	\$49,008	\$6,434,926	\$0	\$6,434,926	\$33,176,675	\$1,592,386	\$34,769,061
20	2031	2032	\$7,583,019	\$1,034,244	\$6,548,775	\$49,989	\$6,498,787	\$0	\$6,498,787	\$28,270,274	\$1,397,716	\$29,667,990
21	2032	2033	\$7,658,851	\$1,044,586	\$6,614,265	\$50,988	\$6,563,276	\$0	\$6,563,276	\$23,104,714	\$1,192,653	\$24,297,367
22	2033	2034	\$7,735,442	\$1,055,032	\$6,680,409	\$52,008	\$6,628,401	\$0	\$6,628,401	\$17,668,966	\$976,754	\$18,645,720
23	2034	2035	\$7,812,798	\$1,065,583	\$6,747,215	\$53,048	\$6,694,167	\$0	\$6,694,167	\$11,951,554	\$749,558	\$12,701,112
24	2035	2036	\$7,890,928	\$1,076,239	\$6,814,689	\$54,109	\$6,760,580	\$0	\$6,760,580	\$5,940,532	\$510,585	\$6,451,117
25	2036	2037	\$7,969,839	\$1,087,002	\$6,882,838	\$55,191	\$6,827,646	\$0	\$6,710,452	\$0	\$259,335	\$0
26	2037	2038	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
27	2038	2039	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
28	2039	2040	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
29	2040	2041	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
30	2041	2042	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total (Years 1-30)			\$136,604,802	\$18,453,905	\$118,150,897	\$1,151,764	\$116,999,132	\$76,337,000	\$116,881,938		\$40,544,938	

Check: TIF obligation is fully amortized only if these two numbers match  
 \$118,033,702 ← AND this number is less than net receipts.      \$6,710,452

## Schedule 9: Forecast of City Sales Tax from Development in the TIF Zone

**Notes:**

Retail floor areas are based on current development plan. Retail development timing is imported from another schedule.  
 Actual store sales per square foot (before inflation) may differ significantly, probably between \$100 and \$300, depending on the mix of retailers.  
 Sales tax distribution to the City will lag sales dates by months. If comparable quarterly sales occur in fourth quarters of previous calendar years, City sales tax receipts for a fiscal year should approximate sales tax earned in the a calendar year.

(a) Year	(b) Calendar Year	(c) Cumulative Gross Retail Floor Area Open All Year	(d) Gross Retail Floor Area @ 90% Occupancy	(e) Values Not Adjusted for Inflation		(g) Total Taxable Sales	(h) Total Sales, Adjusted for Inflation @ 3.00% Annually After 2012	(i) City Sales Tax Earned This Year @ 1.00%	(j) Cumulative Total
				Taxable Store or Restaurant Sales Volume, If per SF	Construction Materials Taxed This Year, If of Development Cost				
0	2012	0	0	\$0		\$0	\$0	\$0	
1	2013	0	0	\$0	\$15,008,000	\$15,008,000	\$15,458,240	\$154,582	\$154,582
2	2014	0	0	\$0	\$66,300,000	\$66,300,000	\$70,337,670	\$703,377	\$857,959
3	2015	0	0	\$0	\$29,260,000	\$29,260,000	\$31,973,192	\$319,732	\$1,177,691
4	2016	150,000	135,000	\$27,000,000	\$31,004,000	\$58,004,000	\$65,284,013	\$652,840	\$1,830,531
5	2017	200,000	180,000	\$36,000,000	\$14,800,000	\$50,800,000	\$58,891,123	\$588,911	\$2,419,442
6	2018	250,000	225,000	\$45,000,000	\$18,700,000	\$63,700,000	\$76,061,131	\$760,611	\$3,180,054
7	2019	300,000	270,000	\$54,000,000	\$13,600,000	\$67,600,000	\$83,139,473	\$831,395	\$4,011,448
8	2020	300,000	270,000	\$54,000,000	\$10,200,000	\$64,200,000	\$81,326,639	\$813,266	\$4,824,715
9	2021	300,000	270,000	\$54,000,000	\$8,500,000	\$62,500,000	\$81,548,324	\$815,483	\$5,640,198
10	2022	300,000	270,000	\$54,000,000	\$0	\$54,000,000	\$72,571,484	\$725,715	\$6,365,913
11	2023	300,000	270,000	\$54,000,000	\$0	\$54,000,000	\$74,748,629	\$747,486	\$7,113,399
12	2024	300,000	270,000	\$54,000,000	\$0	\$54,000,000	\$76,991,088	\$769,911	\$7,883,310
13	2025	300,000	270,000	\$54,000,000	\$0	\$54,000,000	\$79,300,821	\$793,008	\$8,676,318
14	2026	300,000	270,000	\$54,000,000	\$0	\$54,000,000	\$81,679,845	\$816,798	\$9,493,117
15	2027	300,000	270,000	\$54,000,000	\$0	\$54,000,000	\$84,130,240	\$841,302	\$10,334,419
16	2028	300,000	270,000	\$54,000,000	\$0	\$54,000,000	\$86,654,148	\$866,541	\$11,200,961
17	2029	300,000	270,000	\$54,000,000	\$0	\$54,000,000	\$89,253,772	\$892,538	\$12,093,498
18	2030	300,000	270,000	\$54,000,000	\$0	\$54,000,000	\$91,931,385	\$919,314	\$13,012,812
19	2031	300,000	270,000	\$54,000,000	\$0	\$54,000,000	\$94,689,327	\$946,893	\$13,959,705
20	2032	300,000	270,000	\$54,000,000	\$0	\$54,000,000	\$97,530,007	\$975,300	\$14,935,006
21	2033	300,000	270,000	\$54,000,000	\$0	\$54,000,000	\$100,455,907	\$1,004,559	\$15,939,565
22	2034	300,000	270,000	\$54,000,000	\$0	\$54,000,000	\$103,469,584	\$1,034,696	\$16,974,260
23	2035	300,000	270,000	\$54,000,000	\$0	\$54,000,000	\$106,573,672	\$1,065,737	\$18,039,997
24	2036	300,000	270,000	\$54,000,000	\$0	\$54,000,000	\$109,770,882	\$1,097,709	\$19,137,706
25	2037	300,000	270,000	\$54,000,000	\$0	\$54,000,000	\$113,064,008	\$1,130,640	\$20,268,346
26	2038	300,000	270,000	\$54,000,000	\$0	\$54,000,000	\$116,455,928	\$1,164,559	\$21,432,905
27	2039	300,000	270,000	\$54,000,000	\$0	\$54,000,000	\$119,949,606	\$1,199,496	\$22,632,401
28	2040	300,000	270,000	\$54,000,000	\$0	\$54,000,000	\$123,548,094	\$1,235,481	\$23,867,882
29	2041	300,000	270,000	\$54,000,000	\$0	\$54,000,000	\$127,254,537	\$1,272,545	\$25,140,428
30	2042	300,000	270,000	\$54,000,000	\$0	\$54,000,000	\$131,072,173	\$1,310,722	\$26,451,149
Total (Years 1-30)				\$1,404,000,000	\$207,372,000		\$2,645,114,945	\$26,451,149	

## Schedule 10: Summary Forecast of City of Richardson Taxes Retained from the TIF Zone

Notes:

Revenue forecasts are imported from separate schedules.

Retained tax excludes tax earned within TIF Zone 2 that is dedicated for rail transit on the Cotton Belt route.

Taxes on this schedule exclude utility franchise taxes.

(a) Year	(a) Received in Calendar or Fiscal Year Ending	(b) Real Property Tax	(c) Business Personal Property Tax	(d) Sales Tax	(e) Total	(f) Cumulative Total
0	2012	\$238	\$0	\$0	\$238	
1	2013	\$34,132	\$0	\$154,582	\$188,715	\$188,715
2	2014	\$64,772	\$134,131	\$703,377	\$902,280	\$1,090,995
3	2015	\$65,419	\$135,473	\$319,732	\$520,623	\$1,611,618
4	2016	\$343,780	\$211,230	\$652,840	\$1,207,850	\$2,819,468
5	2017	\$1,116,648	\$483,209	\$588,911	\$2,188,768	\$5,008,236
6	2018	\$1,228,439	\$541,425	\$760,611	\$2,530,475	\$7,538,711
7	2019	\$1,568,138	\$614,869	\$831,395	\$3,014,402	\$10,553,113
8	2020	\$1,842,891	\$677,652	\$813,266	\$3,333,809	\$13,886,922
9	2021	\$1,929,707	\$684,428	\$815,483	\$3,429,618	\$17,316,540
10	2022	\$2,207,282	\$740,997	\$725,715	\$3,673,994	\$20,990,534
11	2023	\$2,301,907	\$748,407	\$747,486	\$3,797,800	\$24,788,334
12	2024	\$2,598,934	\$808,644	\$769,911	\$4,177,489	\$28,965,823
13	2025	\$2,624,922	\$816,730	\$793,008	\$4,234,660	\$33,200,483
14	2026	\$2,783,304	\$824,897	\$816,798	\$4,425,000	\$37,625,482
15	2027	\$2,811,135	\$833,146	\$841,302	\$4,485,584	\$42,111,066
16	2028	\$2,839,245	\$841,478	\$866,541	\$4,547,264	\$46,658,331
17	2029	\$2,867,636	\$849,893	\$892,538	\$4,610,066	\$51,268,397
18	2030	\$2,896,311	\$858,392	\$919,314	\$4,674,016	\$55,942,413
19	2031	\$2,925,272	\$866,975	\$946,893	\$4,739,141	\$60,681,554
20	2032	\$2,954,523	\$875,645	\$975,300	\$4,805,469	\$65,487,022
21	2033	\$2,984,067	\$884,402	\$1,004,559	\$4,873,028	\$70,360,050
22	2034	\$3,013,906	\$893,246	\$1,034,696	\$4,941,847	\$75,301,897
23	2035	\$3,044,043	\$902,178	\$1,065,737	\$5,011,958	\$80,313,856
24	2036	\$3,074,482	\$911,200	\$1,097,709	\$5,083,391	\$85,397,247
25	2037	\$3,105,226	\$920,312	\$1,130,640	\$5,156,178	\$90,553,424
26	2038	\$9,408,353	\$929,515	\$1,164,559	\$11,502,427	\$102,055,851
27	2039	\$9,502,436	\$938,810	\$1,199,496	\$11,640,742	\$113,696,593
28	2040	\$9,597,460	\$948,198	\$1,235,481	\$11,781,140	\$125,477,733
29	2041	\$9,693,435	\$957,680	\$1,272,545	\$11,923,661	\$137,401,393
30	2042	\$9,790,369	\$967,257	\$1,310,722	\$12,068,348	\$149,469,741
Total (Years 1-30)		\$101,218,174	\$21,800,418	\$26,451,149	\$149,469,741	

**Schedule 11:  
Summary Forecast  
of Collin County Taxes  
Retained from the TIF Zone**

Revenue forecasts are imported from a separate schedule.

(a)	(a)	(b)	(c)	(d)	(e)
Year	Received in Calendar or Fiscal Year Ending	Real Property Tax	Business Personal Property Tax	Total	Cumulative Total
0	2012	\$90	\$0	\$90	
1	2013	\$19,301	\$0	\$19,301	\$19,301
2	2014	\$36,667	\$50,682	\$87,350	\$106,650
3	2015	\$37,033	\$51,189	\$88,223	\$194,873
4	2016	\$194,805	\$79,815	\$274,620	\$469,493
5	2017	\$632,856	\$182,584	\$815,440	\$1,284,933
6	2018	\$696,218	\$204,581	\$900,799	\$2,185,732
7	2019	\$888,754	\$232,333	\$1,121,087	\$3,306,819
8	2020	\$1,044,480	\$256,056	\$1,300,536	\$4,607,355
9	2021	\$1,093,686	\$258,616	\$1,352,303	\$5,959,657
10	2022	\$1,251,012	\$279,991	\$1,531,004	\$7,490,661
11	2023	\$1,304,644	\$282,791	\$1,587,436	\$9,078,097
12	2024	\$1,472,995	\$305,552	\$1,778,547	\$10,856,644
13	2025	\$1,487,725	\$308,608	\$1,796,332	\$12,652,977
14	2026	\$1,577,494	\$311,694	\$1,889,187	\$14,542,164
15	2027	\$1,593,268	\$314,811	\$1,908,079	\$16,450,242
16	2028	\$1,609,200	\$317,959	\$1,927,159	\$18,377,401
17	2029	\$1,625,292	\$321,138	\$1,946,430	\$20,323,832
18	2030	\$1,641,544	\$324,350	\$1,965,894	\$22,289,725
19	2031	\$1,657,959	\$327,593	\$1,985,552	\$24,275,278
20	2032	\$1,674,538	\$330,869	\$2,005,408	\$26,280,685
21	2033	\$1,691,283	\$334,178	\$2,025,461	\$28,306,147
22	2034	\$1,708,196	\$337,520	\$2,045,715	\$30,351,862
23	2035	\$1,725,277	\$340,895	\$2,066,172	\$32,418,034
24	2036	\$1,742,530	\$344,304	\$2,086,833	\$34,504,867
25	2037	\$1,759,954	\$347,747	\$2,107,701	\$36,612,568
26	2038	\$3,555,017	\$351,224	\$3,906,241	\$40,518,810
27	2039	\$3,590,567	\$354,736	\$3,945,304	\$44,464,113
28	2040	\$3,626,473	\$358,284	\$3,984,757	\$48,448,870
29	2041	\$3,662,738	\$361,867	\$4,024,604	\$52,473,474
30	2042	\$3,699,365	\$365,485	\$4,064,850	\$56,538,325
Total (Years 1-30)		\$48,300,872	\$8,237,452	\$56,538,325	

## Appendix A: Appraisals of Comparable Development in the Dallas-Fort Worth Metropolitan Area

The purpose of this schedule is to relate actual appraisals for tax purposes and other quantitative measures of comparable development in the metropolitan area. All appraisals are for for tax year 2011, reflecting values as of January 1, 2011, unless otherwise indicated. Within use types, properties are sorted in descending order of total appraised value per SF of GFA. Improvement appraisals include garages, if on the premises. Gross floor area measurements exclude parking garages.

(a) Use	(b) Development Identity	(c) Street Address	(d) City	(e)	(f) Gross Floor Area	(g) Land SF	(h) Floor Coverage	(i) Improvements	(j) Land	(k) Total Value	(l) Total per SF GFA	(m) Land per Land SF	(n) Appraisal Year	(o) Year Built	(p) Stories	(q) Units	(r) Bus. Personal Property	(s) BPP per SF GFA
<b>Mixed use centers</b>																		
	Legacy Town Center	7240 Dallas Parkway			108,337	272,816	0.40	\$1,557,760	\$4,092,240	\$5,650,000	\$52	\$15						
		5800 Legacy			62,853	140,829	0.45	\$8,556,199	\$2,112,442	\$10,668,641	\$170	\$15						
		5760 Legacy			106,144	218,236	0.49	\$22,763,481	\$2,618,827	\$25,382,308	\$239	\$12						
		7161 Bishop			30,814	52,969	0.58	\$3,869,224	\$1,059,379	\$4,928,603	\$160	\$20		2002				
		5700 Legacy			20,509	96,834	0.21	\$2,901,092	\$1,452,508	\$4,353,600	\$212	\$15		2002				
	Angelika, UO, Ginger Man	7205 Bishop			45,960	75,359	0.61	\$8,808,968	\$1,130,382	\$9,939,350	\$216	\$15					\$2,310,522	\$50
	Retail stores and theater				374,617	857,043	0.44	\$48,456,724	\$12,465,778	\$60,922,502	\$163	\$15						
		7121 Bishop			341,917	124,608	2.74	\$39,673,380	\$1,869,120	\$41,542,500	\$121	\$15						
		7120 Dallas			0	57,173	0.00	\$814,040	\$1,143,460	\$1,957,500		\$20						
	Marriott Hotel				341,917	181,780	1.88	\$40,487,420	\$3,012,580	\$43,500,000	\$127	\$17						
		6900 Dallas			374,300	292,985	1.28	\$71,605,232	\$4,394,768	\$76,000,000	\$203	\$15						
		7160 Dallas			159,007	171,278	0.93	\$27,430,831	\$2,569,169	\$30,000,000	\$189	\$15						
	Office buildings				533,307	464,262	1.15	\$99,036,063	\$6,963,937	\$106,000,000	\$199	\$15						
		7008 Bishop			312,593	200,986	1.56	\$29,690,456	\$2,411,830	\$32,102,286	\$103	\$12						
		5760 Daniel			90,122	32,082	2.81	\$6,007,527	\$802,049	\$6,809,576	\$76	\$25						
		6901 Hansell			58,886	36,198	1.63	\$4,931,820	\$904,959	\$5,836,779	\$99	\$25		2006				
		4751 Martin			135,304	65,776	2.06	\$8,860,009	\$1,183,961	\$10,043,970	\$74	\$18		1999				
		5741 Martin			237,306	121,968	1.95	\$16,392,320	\$1,463,616	\$17,855,936	\$75	\$12						
		7001 Parkwood			254,948	143,330	1.78	\$22,599,955	\$1,719,958	\$24,319,913	\$95	\$12						
		Pearson			0	102,706	0.00	\$0	\$1,540,587	\$1,540,587		\$15						
		5700 Scruggs			92,676	66,211	1.40	\$8,403,741	\$1,324,224	\$9,727,965	\$105	\$20		2006				
		5701 Scruggs			53,638	34,482	1.56	\$4,974,726	\$862,053	\$5,836,779	\$109	\$25		2004				
		5701 Scruggs			96,347	107,419	0.90	\$9,089,478	\$1,611,284	\$10,700,762	\$111	\$15		2004				
		5720 Scruggs			16,526	19,467	0.85	\$1,458,919	\$486,674	\$1,945,593	\$118	\$25		2004				
	Multi-family rental dwellings				1,348,346	930,625	1.45	\$112,408,951	\$14,311,195	\$126,720,146	\$94	\$15						
	Open space	Legacy			0	102,527	0.00	\$0	\$1,000	\$1,000	\$0	\$0						
	Legacy Town Center (except Lunsford townhomes)		Plano		2,598,187	2,536,238	1.02	\$300,389,158	\$36,754,490	\$337,143,648	\$130	\$14	2012					
		5307 Mockingbird			589,374	379,682		\$34,054,590	\$20,882,510	\$54,937,100				1999		211		
		5307 Mockingbird				7,880			\$100,000	\$100,000								
	Mockingbird Station		Dallas		589,374	387,562	1.52	\$34,054,590	\$20,982,510	\$55,037,100	\$93	\$54	2012					
	apartments, retail, office	15500 Quorum			841,707	364,467	2.31	\$55,453,660	\$4,373,600	\$59,827,260	\$71	\$12		1998	4-7	610		
	apartments, retail	4949 Adddison Circle			407,762	224,857	1.81	\$41,341,830	\$2,698,280	\$44,040,110	\$108	\$12		1996	4	460		
	apartments	4901 Morris			158,253	49,353	3.21	\$14,540,390	\$592,240	\$15,132,630	\$96	\$12		1999	4	171		
	apartments	4851 Morris			97,809	66,037	1.48	\$7,839,630	\$660,370	\$8,500,000	\$87	\$10		2000	4	93		
	Post at Addison Circle		Addison		1,505,531	704,713	2.14	\$119,175,510	\$8,324,490	\$127,500,000	\$85	\$12	2012			1,334		
<b>Mixed retail</b>																		
	Stonebriar Mall dept. stores (5)				884,477	2,475,763	0.36	\$19,956,505	\$24,757,630	\$44,714,135	\$51	\$10						
	Other mall stores inside ring road				1,232,169	2,147,726	0.57	\$206,462,298	\$21,958,340	\$228,420,638	\$185	\$10						
	Stonebriar Mall outside ring road				525,865	3,661,545	0.14	\$43,755,263	\$53,081,085	\$96,836,348	\$184	\$14						
	Stonebriar Mall total		Frisco		2,642,511	8,285,034	0.32	\$270,174,066	\$99,797,055	\$369,971,121	\$140	\$12	2012	2000				
	South Frisco Village	2930 Preston	Frisco		234,866	1,092,703	0.21	\$20,758,376	\$8,741,624	\$29,500,000	\$126	\$8	2012	2001			\$7,735,970	\$33
		907 Bethany			753,787	1,287,546	0.59	\$87,527,665	\$7,725,279	\$95,252,944	\$126	\$6		2007				
		985 Bethany			72,060	186,228	0.39	\$6,178,709	\$1,117,366	\$7,296,075	\$101	\$6		2007				
	Watters Creek at Montgomery Farm		Allen		825,847	1,473,774	0.56	\$93,706,374	\$8,842,645	\$102,549,019	\$124	\$6	2012					

**Appendix A:  
Appraisals of Comparable Development in the Dallas-Fort Worth Metropolitan Area**

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)	(s)
Use	Development Identity	Street Address	City	Floor Area	Land SF	Floor Coverage	Improvements	Land	Total Value	Total per SF GFA	Land per Land SF	Appraisal Year	Year Built	Stories	Units	Bus. Property	Personal BPP per SF GFA	
	Chase Bank	908 McDermott W.		4,485	52,485	0.09	\$586,105	\$970,973	\$1,557,078	\$347	\$18	1999					\$238,615	\$53
	Hobby Lobby, Fed Ex	107 Central N.		135,221	504,826	0.27	\$14,327,760	\$3,533,782	\$17,861,542	\$132	\$7	1999					\$789,072	\$6
	Compass Bank	806 McDermott W.		2,607	54,886	0.05	\$334,590	\$987,948	\$1,322,538	\$507	\$18	1999					\$66,350	\$25
	Jack in the Box	804 McDermott W.		2,799	35,092	0.08	\$372,569	\$666,748	\$1,039,317	\$371	\$19	1999					\$98,850	\$35
	Golden Chick	802 McDermott W.		3,915	56,192	0.07	\$299,788	\$1,180,040	\$1,479,828	\$378	\$21	1999					\$159,699	\$41
	Chipotle Mexican Grill	103 Central N.		4,683	40,946	0.11	\$448,382	\$777,974	\$1,226,356	\$262	\$19	2000					\$108,989	\$23
	Stacy's Furniture, etc.	111 Central N.		125,370	447,453	0.28	\$5,287,855	\$3,355,898	\$8,643,753	\$69	\$8	1999					\$2,201,800	\$18
	Arby's	201 Central N.		2,950	35,589	0.08	\$398,076	\$605,013	\$1,003,089	\$340	\$17	1999					\$63,857	\$22
	Holiday Inn Express	205 Central N.		50,523	92,430	0.55	\$2,814,345	\$785,655	\$3,600,000	\$71	\$9	2006					\$0	\$0
	On the Border	213 Central N.		7,200	66,054	0.11	\$684,848	\$1,122,918	\$1,807,766	\$251	\$17	2000					\$224,466	\$31
		209 Central N.		4,188	23,435	0.18	\$319,117	\$398,395	\$717,512	\$171	\$17	2001						
	Jason's Deli, misc. retail	906 McDermott W.		29,259	186,380	0.16	\$3,130,756	\$1,304,660	\$4,435,416	\$152	\$7	1999					\$2,098,372	\$72
	Tom Thumb	900 McDermott W.		59,964	267,350	0.22	\$3,267,433	\$2,005,125	\$5,272,558	\$88	\$8	1999					\$2,991,904	\$50
		914 McDermott W.		7,500	29,664	0.25	\$1,173,978	\$504,288	\$1,678,266	\$224	\$17	2000						
	Chik-Fil-A	902 McDermott W.		3,910	32,247	0.12	\$552,435	\$548,199	\$1,100,634	\$281	\$17	1999					\$288,525	\$74
	SWH	810 McDermott W.		6,600	52,904	0.12	\$657,523	\$925,820	\$1,583,343	\$240	\$18	2000					\$316,700	\$48
	24-Hour Fitness	510 Watters N.		38,485	146,017	0.26	\$4,183,201	\$803,096	\$4,986,297	\$130	\$5	2002					\$477,621	\$12
	vacant	504 Watters N.		0	55,452	0.00	\$0	\$304,985	\$304,985	\$5	\$5						\$0	N.A.
	<b>McDermott @ Central (NW corner)</b>		Allen	489,659	2,179,403	0.22	\$38,838,761	\$20,781,517	\$59,620,278	\$122	\$10	2012					\$10,124,820	\$21
	Preston Forest Shopping Center	11700 Preston		0	364,015	0.00	\$0	\$5,460,230	\$5,460,230	\$15								
	Whole Foods	11700 Preston		78,040	51,960	1.50	\$6,153,460	\$779,400	\$6,932,860	\$89	\$15	2006					\$4,604,290	\$59
		11700 Preston		27,824	27,824	1.00	\$1,736,890	\$417,360	\$2,154,250	\$77	\$15	1960						
		11700 Preston		88,700	42,200	2.10	\$7,023,110	\$633,000	\$7,656,110	\$86	\$15	1961					\$953,510	\$11
	Staples	11700 Preston		29,680	29,280	1.01	\$2,254,060	\$439,200	\$2,693,260	\$91	\$15	1960						
		11700 Preston		21,380	21,380	1.00	\$1,675,690	\$427,600	\$2,103,290	\$98	\$20	1958						
	Wells Fargo	11730 Preston		3,120	15,655	0.20	\$605,350	\$469,650	\$1,075,000	\$345	\$30	2003					\$204,700	\$66
	<b>Preston Forest Shopping Center</b>		Dallas	248,744	552,314	0.45	\$19,448,560	\$8,626,440	\$28,075,000	\$113	\$16	2012						
	Willow Bend Mall dept. stores (4)			723,629	731,322	0.99	\$22,404,305	\$8,647,683	\$31,051,988	\$43	\$12							
	Other mall stores			856,870	2,684,450	0.32	\$61,155,496	\$26,844,504	\$88,000,000	\$103	\$10							
	Park Blvd. pad sites			50,628	435,252	0.12	\$6,321,746	\$11,127,991	\$17,449,737	\$345	\$26							
	<b>Willow Bend Mall total</b>		Plano	1,631,127	3,851,024	0.42	\$89,881,547	\$46,620,178	\$136,501,725	\$84	\$12	2012	2000					
<b>Free-standing restaurants</b>																		
	Applebee's	1820 University W.	McKinney	5,489	72,092	0.08	\$507,377	\$1,297,656	\$1,805,033	\$329	\$18	2012	1993				\$143,808	\$26
	Chili's	1610 N. Cockrell Hill	Dallas	5,844	85,072	0.07	\$635,920	\$1,280,080	\$1,916,000	\$328	\$15	2012	2004				\$252,860	\$43
	McDonald's	13105 Montfort	Dallas	4,612	30,000	0.15	\$766,020	\$733,980	\$1,500,000	\$325	\$24	2012	2001				\$406,190	\$88
	Red Lobster	3056 Preston	Frisco	7,087	74,226	0.10	\$604,723	\$1,484,520	\$2,089,243	\$295	\$20	2012	2001				\$183,846	\$26
	Steak N Shake	2205 Grapevine Mills	Grapevine	3,884	54,791	0.07	\$98,149	\$1,027,331	\$1,125,480	\$290	\$19	2012	2001				\$112,267	\$29
	Olive Garden	2886 Preston	Frisco	8,144	76,666	0.11	\$750,095	\$1,533,320	\$2,283,415	\$280	\$20	2012	2001				\$288,084	\$35
	Dickey's Barbecue	711 Keller Parkway	Keller	3,434	37,805	0.09	\$240,485	\$415,855	\$656,340	\$191	\$11	2012	2005				\$155,147	\$45
	Chili's	329 Spring Valley	Richardson	6,176	51,531	0.12	\$683,030	\$412,250	\$1,095,280	\$177	\$8	2012	1982				\$153,840	\$25
	Pappadeaux	725 S. Central	Richardson	10,620	130,811	0.08	\$837,440	\$1,046,490	\$1,883,930	\$177	\$8	2012	1991				\$251,300	\$24
	Chili's	12815 Preston	Dallas	6,356	17,500	0.36	\$503,360	\$516,640	\$1,020,000	\$160	\$30	2012	1983				\$280,050	\$44
	Pappasito's	723 S. Central	Richardson	9,145	71,874	0.13	\$489,060	\$574,990	\$1,064,050	\$116	\$8	2012	1982				\$225,700	\$25
	Spring Creek BBQ	270 N. Central	Richardson	6,812	39,940	0.17	\$160,900	\$599,100	\$760,000	\$112	\$15	2012	1973				\$47,080	\$7

**Appendix A:  
Appraisals of Comparable Development in the Dallas-Fort Worth Metropolitan Area**

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)	(s)	
Use	Development Identity	Street Address	City	Gross Floor Area	Land SF	Floor Coverage	Improvements	Land	Total Value	Total per SF GFA	Land per Land SF	Appraisal Year	Year Built	Stories	Units	Bus. Property	Personal Property	BPP per SF GFA	
<b>Hotels</b>																			
	Palomar	5300 N Central	Dallas	115,018	108,356	1.06	\$13,489,340	\$6,501,340	\$19,990,680	\$174	\$60	2012	1967	9	198				
	Ritz Carlton	2121 McKinney	Dallas	284,513	145,686	1.95	\$26,427,640	\$13,111,740	\$39,539,380	\$139	\$90	2012	2005	8	217				
		7121 Bishop 7120 Dallas		341,917 0	124,608 57,173	2.74 0.00	\$39,673,380 \$814,040	\$1,869,120 \$1,143,460	\$41,542,500 \$1,957,500	\$121	\$15 \$20								
	Marriott Legacy Center			341,917	181,780	1.88	\$40,487,420	\$3,012,580	\$43,500,000	\$127	\$17	2012	1999		404				
	W Hotel	2440 Victory Park	Dallas	294,261	20,086	14.65	\$35,143,910	\$1,004,290	\$36,148,200	\$123	\$50	2012	2004	12	252				
	Hampton Inn	3199 Parkwood	Frisco	67,298	127,021	0.53	\$5,296,023	\$1,905,300	\$7,201,323	\$107	\$15	2012	2002		105				
	Embassy Suites	7600 John Q. Hammons	Frisco	309,688	80,586	3.84	\$30,791,210	\$1,208,790	\$32,000,000	\$103	\$15	2012	2004		329				
	Marriott	8440 Freeport	Irving	367,000	504,367	0.73	\$34,978,160	\$2,521,840	\$37,500,000	\$102	\$5	2012	1981	19	492	\$1,078,080		\$3	
	Embassy Suites	2401 Bass Pro	Grapevine	329,353	354,251	0.93	\$29,103,239	\$3,896,761	\$33,000,000	\$100	\$11	2012	1998		329	\$107,508		\$0	
	Homewood Suites	2214 W. Grapevine Mills C	Grapevine	85,831	117,495	0.73	\$6,307,010	\$1,409,940	\$7,716,950	\$90	\$12	2012	2000		105				
	Richardson Hotel	701 E. Campbell	Richardson	238,184	304,920	0.78	\$15,808,930	\$2,439,360	\$18,248,290	\$77	\$8	2012	1986	18	342	\$20,550		\$0	
	Hilton Garden Inn	705 Central Expy. S.	Allen	94,047	151,406	0.62	\$5,913,057	\$1,286,943	\$7,200,000	\$77	\$8	2012		6	150	\$17,326		\$0	
	Holiday Inn Express	4220 Preston	Frisco	32,080	62,674	0.51	\$1,813,250	\$626,750	\$2,440,000	\$76	\$10	2012	1998						
		221 E. Las Colinas 215 E. Las Colinas		469,805 5,135	254,760 34,834	1.84 0.15	\$32,398,970 \$314,780	\$2,547,600 \$348,340	\$34,946,570 \$663,120	\$74 \$129	\$10 \$10		1982 1981	27	421				
	Omni Mandalay		Irving	474,940	289,594	1.64	\$32,713,750	\$2,895,940	\$35,609,690	\$75	\$10	2012			421				
		900 E. Lookout 900 E. Lookout		176,800 134,723	38,155 92,774	4.63 1.45	\$11,260,330 \$9,268,649	\$305,240 \$881,351	\$11,565,570 \$10,150,000	\$65 \$75	\$8 \$9						\$1,791,610		\$10
	Marriott Renaissance		Richardson	311,523	130,929	2.38	\$20,528,979	\$1,186,591	\$21,715,570	\$70	\$9	2012	2000	12	218	\$87,140		\$0	
	Holiday Inn at Pinnacle Park	4321 Communications	Dallas	58,886	108,900	0.54	\$2,889,770	\$680,630	\$3,570,400	\$61	\$6	2012	2009	4	89				
	Super 8 Motel	220 W. Spring Valley	Richardson	26,352	57,504	0.46	\$887,960	\$460,030	\$1,347,990	\$51	\$8	2012			57				
<b>Office buildings</b>																			
	Texas Health Resources Center	7115 Greenville	Dallas	87,621	159,430	0.55	\$16,710,900	\$1,913,100	\$18,624,000	\$213	\$12	2012	2002	4		\$7,743,490		\$88	
	Blue Cross	1001 E. Lookout	Richardson	1,050,550	794,356	1.32	\$199,233,865	\$4,766,135	\$204,000,000	\$194	\$6	2012	2008			\$25,904,569		\$25	
	2100 McKinney	2100 McKinney	Dallas	374,654	136,491	2.74	\$52,416,830	\$12,284,190	\$64,701,020	\$173	\$90	2012	1998	13		\$8,349,040		\$22	
	Knox Park Village	3001 Knox	Dallas	79,127	87,172	0.91	\$7,986,120	\$3,486,880	\$11,473,000	\$145	\$40	2012	2002	4		\$1,534,810		\$19	
	Hall Office Park (developed tracts only)		Frisco	2,009,099	5,462,293	0.37	\$238,659,643	\$38,907,630	\$277,567,273	\$138	\$7	2012							
	Chase Tower	2200 Ross	Dallas	1,253,167	111,993	11.19	\$165,244,190	\$6,741,970	\$171,986,160	\$137	\$60	2012	1985	55		\$26,747,200		\$21	
		5201 N. O'Connor 5205 N. O'Connor 5215 N. O'Connor 5221 N. O'Connor		32,887 411,592 735,258 411,592	81,478 222,967 210,408 157,408	0.40 1.85 3.49 2.61	\$6,979,220 \$52,664,330 \$90,074,920 \$52,955,920	\$814,780 \$2,229,670 \$2,104,080 \$1,574,080	\$7,794,000 \$54,894,000 \$92,179,000 \$54,530,000	\$237 \$133 \$125 \$132	\$10 \$10 \$10 \$10		1981 1981 1981 1981	3 14 28 14					
	Williams Center		Irving	1,591,329	672,261	2.37	\$202,674,390	\$6,722,610	\$209,397,000	\$132	\$10	2012							
	Facial Surgery Center	6101 Chapel Hill	Plano	27,100	103,220	0.26	\$2,342,101	\$1,238,628	\$3,580,729	\$132	\$12	2012	2003						

**Appendix A:  
Appraisals of Comparable Development in the Dallas-Fort Worth Metropolitan Area**

(a) Use	(b) Development Identity	(c) Street Address	(d) City	(e)	(f) Gross Floor Area	(g) Land SF	(h) Floor Coverage	(i) Improvements	(j) Land	(k) Total Value	(l) Total per SF GFA	(m) Land per Land SF	(n) Appraisal Year	(o) Year Built	(p) Stories	(q) Units	(r) Bus. Personal Property	(s) BPP per SF GFA	
	TGI Friday's Headquarters	4201 Marsh	Carrollton		138,598	520,324	0.27	\$12,973,777	\$5,203,240	\$18,177,017	\$131	\$10	2012	2003	2		\$1,841,000	\$13	
	Accor	4001 International	Carrollton		139,102	357,366	0.39	\$12,288,105	\$3,573,660	\$15,861,765	\$114	\$10	2012	2003	2				
	Wayside Business Center	8222 N. Beltline	Irving		136,000	452,588	0.30	\$11,709,650	\$1,810,350	\$13,520,000	\$99	\$4	2012	2000	2		\$1,085,990	\$8	
	Nokia Building 4	6000 Connection	Irving		366,000	478,186	0.77	\$33,169,880	\$2,869,120	\$36,039,000	\$98	\$6	2012	1997	4		\$30,352,120	\$83	
	ATT at Pinnacle Park	4331 Communications	Dallas		207,992	520,978	0.40	\$18,176,580	\$1,823,420	\$20,000,000	\$96	\$3	2012	2000	4		\$137,960	\$1	
	Fountain Place	1445 Ross	Dallas		1,297,418	78,848	16.45	\$115,003,160	\$4,730,880	\$119,734,040	\$92	\$60	2012	1984	60				
	NEC America Buildings (2)	6535 N. State Hwy 161			543,965	349,382	1.56	\$38,800,710	\$2,096,290	\$40,897,000	\$75	\$6		1999	4		\$7,242,970	\$13	
	NEC America garage	6560 Parkridge			0	491,374	0.00	\$4,505,040	\$2,456,870	\$6,961,910	\$5	\$5		1999	4				
	NEC America		Irving		543,965	840,756	0.65	\$43,305,750	\$4,553,160	\$47,858,910	\$88	\$5	2012						
	1845 Woodall Rodgers	1845 Woodall Rodgers	Dallas		185,007	36,190	5.11	\$12,992,900	\$3,257,100	\$16,250,000	\$88	\$90	2012	1984	17		\$2,347,240	\$13	
	Citicorp North America	3950 Regent	Irving		634,939	2,277,883	0.28	\$43,010,580	\$11,389,420	\$54,400,000	\$86	\$5	2012	2005	3		\$3,341,070	\$5	
	740 East Campbell	740 E. Campbell	Richardson		178,700	116,305	1.54	\$13,449,040	\$926,960	\$14,376,000	\$80	\$8	2012	1986	10		\$1,880,740	\$11	
	5020 Riverside	5000 Riverside	Irving		483,257	549,740	0.88	\$33,265,960	\$4,123,050	\$37,389,010	\$77	\$8	2012	1986	4		\$33,769,780		
	100 North Central	100 N. Central	Richardson		208,211	495,646	0.42	\$6,776,200	\$4,956,460	\$11,732,660	\$56	\$10	2012	1975	12				
<b>Data centers</b>																			
	Bank of America (Bracebridge)	3510 Wyndham	Richardson		137,772	513,572	0.27	\$51,988,699	\$4,108,579	\$56,097,278	\$407	\$8	2012	1999			\$44,275,216	\$321	
	AT&T Data Center	900 Venture	Allen		126,000	372,786	0.34	\$18,316,768	\$2,050,326	\$20,367,094	\$162	\$6	2012				\$19,936,441	\$158	
	Experian	3400 Stonebridge	McKinney		74,530	566,801	0.13	\$15,732,772	\$2,267,228	\$18,000,000	\$242	\$4	2012				\$15,752,168	\$211	
	New Cingular Wireless	800 Venture	Allen		159,481	399,619	0.40	\$18,728,701	\$2,197,907	\$20,926,608	\$131	\$6	2012				\$177,538,249	\$1,113	
	Richardson PD2, LP	1811 E. Renner	Richardson		73,927	308,840	0.24	\$13,358,262	\$2,649,851	\$16,008,113	\$217	\$9	2012	2011					
	Bank of America (Equant)	3000 Telecom	Richardson		148,849	868,586	0.17	\$28,786,781	\$3,040,052	\$31,826,833	\$214	\$3	2012				\$31,581,133	\$212	
	1001 E. Campbell Data Center	1001 E. Campbell	Richardson		75,725	259,544	0.29	\$5,634,030	\$2,076,350	\$7,710,380	\$102	\$8	2012	1980	1		\$20,570,550	\$272	
	State Farm Data Center	8225 Bent Branch	Irving		251,160	996,783	0.25	\$13,909,650	\$2,990,350	\$16,900,000	\$67	\$3	2012	1996	1		\$28,272,470	\$113	
	Triquint Semiconductor	500 W. Renner	Richardson		545,370	1,587,196	0.34	\$9,546,062	\$9,523,174	\$19,069,236	\$35	\$6	2012	1995			\$58,276,443	\$107	
<b>Residences, rental</b>																			
		1801 N. Greenville			168,829	245,678	0.69	\$18,379,610	\$11,964,420	\$30,344,030	\$180	\$49				354			
		1851 N. Greenville			47,708	86,249	0.55	\$6,306,730	\$689,990	\$6,996,720	\$147	\$8				82			
	Post Eastside		Richardson		216,537	331,927	0.65	\$24,686,340	\$12,654,410	\$37,340,750	\$172	\$38	2012	2007	4	436			
	Alta Uptown	2728 McKinnon	Dallas		377,476	94,960	3.98	\$59,007,200	\$5,222,800	\$64,230,000	\$170	\$55	2012	2007	19	375			
	Windsor at Trianon	2820 McKinnon	Dallas		340,538	181,724	1.87	\$40,005,180	\$9,994,820	\$50,000,000	\$147	\$55	2012	2004	4	317			
	Marquis on McKinney	3324 McKinney	Dallas		141,392	39,814	3.55	\$17,561,160	\$2,388,940	\$19,950,100	\$141	\$60	2012	2002	7	144			
	Ashton	2215 Cedar Springs	Dallas		386,790	96,790	4.00	\$43,744,760	\$5,807,400	\$49,552,160	\$128	\$60	2012	2003	18	267			

**Appendix A:**  
**Appraisals of Comparable Development in the Dallas-Fort Worth Metropolitan Area**

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)	(s)
Use	Development Identity	Street Address	City	Gross Floor Area	Land SF	Floor Coverage	Improvements	Land	Total Value	Total per SF GFA	Land per Land SF	Appraisal Year	Year Built	Stories	Units	Bus. Property	Personal Property	BPP per SF GFA
	The Mondrian	3000 Blackburn	Dallas	361,984	123,275	2.94	\$35,987,120	\$8,012,880	\$44,000,000	\$122	\$65	2012	2003	20	218			
	Jefferson at 1001 Ross	1001 Ross	Dallas	222,581	77,816	2.86	\$22,109,200	\$3,890,800	\$26,000,000	\$117	\$50	2012	2003	3	204			
	Cityville at Fitzhugh	2819 N. Fitzhugh	Dallas	186,359	155,596	1.20	\$17,866,180	\$2,333,820	\$20,200,000	\$108	\$15	2012	2004	3	222			
	Lofts at Las Colinas	1000 Lake Carolyn	Irving	363,624	234,658	1.55	\$35,643,420	\$2,346,580	\$37,990,000	\$104	\$10	2012	2003	4	341			
	Legacy Apartments - UDR	7008 Bishop	Plano	312,593	200,986	1.56	\$29,690,456	\$2,411,830	\$32,102,286	\$103	\$12	2012	2005					
	Galatyn Urban Center	2301 Performance	Richardson	364,798	195,236	1.87	\$35,928,580	\$1,171,420	\$37,100,000	\$102	\$6	2012	2007	4	278			
	Easton	2525 Henderson	Dallas	128,630	129,198	1.00	\$10,486,040	\$2,583,960	\$13,070,000	\$102	\$20	2012	2003	3	150			
	Pavilion Townplace	7700 W. Greenway	Dallas	327,016	446,555	0.73	\$19,294,350	\$13,465,650	\$32,760,000	\$100	\$30	2012	2001	3	273			
	Alta Cobb Hill	6000 Eldorado	Frisco	360,589	1,001,401	0.36	\$29,168,673	\$6,008,405	\$35,177,078	\$98	\$6	2012	2008	4	340			
	Legacy Apartments - North	7560 Bishop	Plano	328,176	295,772	1.11	\$30,144,140	\$1,774,634	\$31,918,774	\$97	\$6	2012	2007					
	Gables Mirabella	2600 Cole	Dallas	142,507	60,813	2.34	\$10,355,280	\$3,344,720	\$13,700,000	\$96	\$55	2012	1995	4	127			
	The Mission at La Villita - Ph 2	6714 Deseo	Irving	161,973	253,911	0.64	\$14,384,360	\$1,015,640	\$15,400,000	\$95	\$4	2012	2006	3	159			
	Cityville at Live Oak	4207 Live Oak	Dallas	200,466	174,981	1.15	\$17,250,200	\$1,749,800	\$19,000,000	\$95	\$10	2012	2003	3	239			
		2816 Guillot		171,403	91,014		\$9,692,690	\$5,915,910	\$15,608,600	\$91	\$65		1999	4	196			
		2121 Routh		275,636	175,982		\$12,452,570	\$11,438,830	\$23,891,400	\$87	\$65		1994	4	300			
		2427 Allen		123,754	61,319		\$10,297,240	\$2,452,760	\$12,750,000	\$103	\$40		1990	4	133			
	Uptown Village		Dallas	570,793	328,315	1.74	\$32,442,500	\$19,807,500	\$52,250,000	\$92	\$60	2012		4	629			
	Jefferson at Park Central	11903 Coit	Dallas	540,919	603,524	0.90	\$34,515,420	\$14,484,580	\$49,000,000	\$91	\$24	2012	1999	3	764			
	Northbridge at the Village	8603 Southwestern	Dallas	355,524	715,125	0.50	\$21,259,020	\$10,726,880	\$31,985,900	\$90	\$15	2012	1999	3	392			
	Villas at Katy Trail	3200 Maple	Dallas	295,577	140,477	2.10	\$18,673,760	\$7,726,240	\$26,400,000	\$89	\$55	2012	1997	4	252			
	Canal Side Lofts	350 E. Las Colinas	Irving	324,749	216,650	1.50	\$25,833,330	\$2,166,670	\$28,000,000	\$86	\$10	2012	2005		306			
	Monterra	301 W. Las Colinas	Irving	318,005	286,407	1.11	\$23,135,930	\$2,864,070	\$26,000,000	\$82	\$10	2012	2006	4	282			
	Bella Casita	851 Lake Carolyn	Irving	276,758	233,307	1.19	\$19,916,930	\$2,333,070	\$22,250,000	\$80	\$10	2012	2006	4	268			
	La Villita Phase 1A	6604 Deseo	Irving	277,606	365,686	0.76	\$19,437,260	\$1,462,740	\$20,900,000	\$75	\$4	2012	2004		201			
	La Villita Phase 1	6504 Deseo	Irving	183,274	186,175	0.98	\$12,555,300	\$744,700	\$13,300,000	\$73	\$4	2012	2004	3	129			
	Mandalay on the Lake	620 Lake Carolyn	Irving	463,152	320,645	1.44	\$27,793,550	\$3,206,450	\$31,000,000	\$67	\$10	2012	2004	3	366			
	Mansions of Prosper	980 S. Coit	Prosper	272,584	845,086	0.32	\$12,883,057	\$3,380,343	\$16,263,400	\$60	\$4	2012	2008	2	308			

**Appendix B:  
West Side Infrastructure Costs (Streets, Plazas, Open Space, Utilities, and Other Details)**

West Side		Retail Way (A)		DART Way (B)		North / South (C1)		North / South (C2)		North / South (C3)		East / West (D1)	
<b>Total TIF Cost:</b>		<b>Total Cost:</b>		<b>Total Cost:</b>		<b>Total Cost:</b>		<b>Total Cost:</b>		<b>Total Cost:</b>		<b>Total Cost:</b>	
\$14,256,900		\$1,026,100		\$924,900		\$329,200		\$354,500		\$601,100		\$789,000	
<b>Acres</b>	<b>\$ / SF</b>	<b>Acres</b>	<b>\$ / SF</b>	<b>Acres</b>	<b>\$ / SF</b>	<b>Acres</b>	<b>\$ / SF</b>	<b>Acres</b>	<b>\$ / SF</b>	<b>Acres</b>	<b>\$ / SF</b>	<b>Acres</b>	<b>\$ / SF</b>
38.50	\$8.50	0.71	\$33.20	0.86	\$24.70	0.26	\$29.10	0.24	\$33.90	0.47	\$29.40	0.62	\$29.20
<b>Total West Side Scope:</b>		<b>Street Type: 1</b>		<b>Street Type: 1</b>		<b>Street Type: 2</b>		<b>Street Type: 3</b>		<b>Street Type: 2</b>		<b>Street Type: 2</b>	
\$23,087,700		<b>Length</b>	<b>Width</b>	<b>Length</b>	<b>Width</b>	<b>Length</b>	<b>Width</b>	<b>Length</b>	<b>Width</b>	<b>Length</b>	<b>Width</b>	<b>Length</b>	<b>Width</b>
		370	84	450	84	175	64	200	52	320	64	420	64
<b>Unit Cost</b>		<b>Units</b>	<b>Total</b>	<b>Units</b>	<b>Total</b>	<b>Units</b>	<b>Total</b>	<b>Units</b>	<b>Total</b>	<b>Units</b>	<b>Total</b>	<b>Units</b>	<b>Total</b>
<b>Pavement*</b>													
14' Driving Lane	\$93.17 /LF	-	-	-	-	-	-	400	\$37	-	-	-	-
12' Driving Lane	\$79.86 /LF	740	\$59	900	\$72	350	\$28	-	-	640	\$51	840	\$67
11' Driving Lane	\$73.21 /LF	-	-	-	-	-	-	-	-	-	-	-	-
10.5' Driving Lane	\$69.88 /LF	-	-	-	-	-	-	-	-	-	-	-	-
6' Bike Lane	\$29.04 /LF	-	-	-	-	-	-	-	-	-	-	-	-
8' Parallel Parking	\$53.24 /LF	-	-	-	-	350	19	-	-	640	34	840	45
18' Angle Parking	\$119.79 /LF	740	89	900	108	-	-	-	-	-	-	-	-
Curb	\$7.70 /LF	740	6	900	7	350	3	400	3	640	5	840	6
16' Paved Alley	\$97.68 /LF	-	-	-	-	-	-	-	-	-	-	-	-
COG Matching Funds	Varies	-	-	-	-	-	-	-	-	-	-	-	-
Plano Road Widening	\$158.40 /LF	-	-	-	-	-	-	-	-	-	-	-	-
Renner Road Widening	\$158.40 /LF	-	-	-	-	-	-	-	-	-	-	-	-
<b>Sidewalks &amp; Trails**</b>													
12' Sidewalk	\$58.08 /LF	740	43	900	52	350	20	400	23	640	37	840	49
12' Trail	\$58.08 /LF	-	-	-	-	-	-	-	-	-	-	-	-
6' Trail	\$29.04 /LF	-	-	-	-	-	-	-	-	-	-	-	-
<b>Street Landscaping</b>													
Street Trees - 40' OC (5' x 5' Tree Well)	\$82.50 /LF	740	61	900	74	350	29	400	33	640	53	840	69
Street Trees & 5' Strip	\$93.50 /LF	-	-	-	-	-	-	-	-	-	-	-	-
30' Center Median	\$82.50 /LF	-	-	-	-	-	-	-	-	-	-	-	-
20' Center Median	\$55.00 /LF	-	-	-	-	-	-	-	-	-	-	-	-
<b>Electrical</b>													
Street Lights - 40' OC	\$151.25 /LF	740	112	900	136	350	53	400	61	640	97	840	127
Street Signalization (000)	\$200 Each	1	200	-	-	-	-	-	-	-	-	-	-
Duct Bank - 8, 6" Encased	\$245.00 /LF	-	-	-	-	-	-	-	-	-	-	-	-
Boring w/o Casing	\$30.00 /LF	-	-	-	-	-	-	-	-	-	-	-	-
Boring w/ Casing	\$60.00 /LF	-	-	-	-	-	-	-	-	-	-	-	-
Manhole - Std. 8'x8'x8'	\$12,000 Each	-	-	-	-	-	-	-	-	-	-	-	-
<b>Water</b>													
Distribution - 12" PVC	\$78.00 /LF	370	29	450	35	175	14	200	16	320	25	420	33
<b>Sewer</b>													
Collection - 10" PVC	\$36.00 /LF	370	13	450	16	175	6	200	7	320	12	420	15
Collection - 8" PVC	\$30.00 /LF	-	-	-	-	-	-	-	-	-	-	-	-
Manhole 100	\$3,300 Each	4	12	5	15	2	6	2	7	3	11	4	14
<b>Storm Water</b>													
Dual 8' x 8' Box Culvert	\$975.00 /LF	-	-	-	-	-	-	-	-	-	-	-	-
18" RCP	\$48.00 /LF	-	-	-	-	-	-	-	-	-	-	-	-
6' x 8' Box Culvert	\$360.00 /LF	370	133	450	162	175	63	200	72	320	115	420	151
4' x 6' Box Culvert	\$276.00 /LF	-	-	-	-	-	-	-	-	-	-	-	-
RCP Headwall	\$5,000 Each	-	-	-	-	-	-	-	-	-	-	-	-
Box Culvert Wingwall	\$12,000 Each	-	-	-	-	-	-	-	-	-	-	-	-
Curb Inlet 100	\$4,200 Each	4	16	5	19	2	8	2	8	3	13	4	18
Outfall Structure	\$5,000 Each	-	-	-	-	-	-	-	-	-	-	-	-
Street Drainage	\$18.00 /Yard	-	-	-	-	-	-	-	-	-	-	-	-
<b>Plaza &amp; Park Landscaping</b>													
Park Softscape Level 1	\$3.30 /SF	-	-	-	-	-	-	-	-	-	-	-	-
Park Softscape Level 2	\$5.56 /SF	-	-	-	-	-	-	-	-	-	-	-	-
Park Softscape Level 3	\$8.91 /SF	-	-	-	-	-	-	-	-	-	-	-	-
Park Hardscape Level 1	\$11.00 /SF	-	-	-	-	-	-	-	-	-	-	-	-
Park Hardscape Level 2	\$16.50 /SF	-	-	-	-	-	-	-	-	-	-	-	-
Park Hardscape Level 3	\$27.50 /SF	-	-	-	-	-	-	-	-	-	-	-	-
COR Matching Funds (000)	\$386 Each	-	-	-	-	-	-	-	-	-	-	-	-
<b>Art</b>													
Sculpture Level 1	\$20,000 /Work	-	-	-	-	-	-	-	-	-	-	-	-
Sculpture Level 2	\$30,000 /Work	-	-	-	-	-	-	-	-	-	-	-	-
Sculpture Level 3	\$50,000 /Work	-	-	-	-	-	-	-	-	-	-	-	-
<b>Engineering</b>													
Eng., Permits, & Testing	10%	-	77	-	70	-	25	-	27	-	45	-	59
<b>Contingency</b>													
Of Total Costs	15%	-	127	-	115	-	41	-	44	-	75	-	98
<b>Management</b>													
Of Total Costs	5%	-	49	-	44	-	16	-	17	-	29	-	38
<b>TOTAL</b>			<b>\$1,026</b>		<b>\$925</b>		<b>\$329</b>		<b>\$354</b>		<b>\$601</b>		<b>\$789</b>

Collin Cnty. Unallowable Costs (Italicized)

\$72

\$88

\$34

\$39

\$62

\$82

**Appendix B:  
West Side Infrastructure Costs (Streets, Plazas, Open Space, Utilities, and Other Details)**

West Side	
Total TIF Cost:	
\$14,256,900	
Acres	\$ / SF
38.50	\$8.50
Total West Side Scope:	
\$23,087,700	

	Unit Cost	East / West (D2)		Infocome (E)	Routh Creek (F)		Renner Road (G)		Plano Road - N (X)		Plano Road - S1 (Y)	
		Total Cost:		Total Cost:	Total Cost:		Total Cost:		Total Cost:		Total Cost:	
		\$762,100		\$1,062,000	\$785,000		\$451,400		\$142,000		\$142,000	
		Acres	\$ / SF	\$ / SF	Acres	\$ / SF	Acres	\$ / SF	Acres	\$ / SF	Acres	\$ / SF
		0.51	\$34.30	n / a	2.23	n / a	0.36	\$28.80	-	\$0.00	-	\$0.00
Street Type: 3		Street Type: 5		Street Type: 6		Street Type: 7		Street Type: 7		Street Type: 7		
Length	Width	Width	Length	Width	Length	Width	Length	Width	Length	Width		
430	52	71	2210	44	1570	10	675	0	675	0		
Units	Total	Total	Units	Total	Units	Total	Units	Total	Units	Total		
<b>Pavement*</b>												
14' Driving Lane	\$93.17 / LF	860	\$80	-	-	-	-	-	-	-	-	-
12' Driving Lane	\$79.86 / LF	-	-	-	-	-	-	-	-	-	-	-
11' Driving Lane	\$73.21 / LF	-	-	-	-	-	-	-	-	-	-	-
10.5' Driving Lane	\$69.88 / LF	-	-	-	-	-	-	-	-	-	-	-
6' Bike Lane	\$29.04 / LF	-	-	-	-	-	-	-	-	-	-	-
8' Parallel Parking	\$53.24 / LF	-	-	-	-	-	-	-	-	-	-	-
18' Angle Parking	\$119.79 / LF	-	-	-	-	-	-	-	-	-	-	-
Curb	\$7.70 / LF	860	7	-	-	-	-	-	-	-	-	-
16' Paved Alley	\$97.68 / LF	-	-	-	-	-	-	-	-	-	-	-
COG Matching Funds	Varies	-	-	\$1,062	\$785	-	-	-	-	-	-	-
Plano Road Widening	\$158.40 / LF	-	-	-	-	-	-	-	-	-	-	-
Renner Road Widening	\$158.40 / LF	-	-	-	-	1,570	249	675	107	675	107	-
<b>Sidewalks &amp; Trails**</b>												
12' Sidewalk	\$58.08 / LF	860	50	-	-	-	-	-	-	-	-	-
12' Trail	\$58.08 / LF	-	-	-	-	1,570	91	-	-	-	-	-
6' Trail	\$29.04 / LF	-	-	-	-	-	-	-	-	-	-	-
<b>Street Landscaping</b>												
Street Trees - 40' OC (5' x 5' Tree Well)	\$82.50 / LF	860	71	-	-	-	-	-	-	-	-	-
Street Trees & 5' Strip	\$93.50 / LF	-	-	-	-	-	-	-	-	-	-	-
30' Center Median	\$82.50 / LF	-	-	-	-	-	-	-	-	-	-	-
20' Center Median	\$55.00 / LF	-	-	-	-	-	-	-	-	-	-	-
<b>Electrical</b>												
Street Lights - 40' OC	\$151.25 / LF	860	130	-	-	-	-	-	-	-	-	-
Street Signalization (000)	\$200 Each	-	-	-	-	-	-	-	-	-	-	-
Duct Bank - 8, 6" Encased	\$245.00 / LF	-	-	-	-	-	-	-	-	-	-	-
Boring w/o Casing	\$30.00 / LF	-	-	-	-	-	-	-	-	-	-	-
Boring w/ Casing	\$60.00 / LF	-	-	-	-	-	-	-	-	-	-	-
Manhole - Std. 8'x8'x8'	\$12,000 Each	-	-	-	-	-	-	-	-	-	-	-
<b>Water</b>												
Distribution - 12" PVC	\$78.00 / LF	430	34	-	-	-	-	-	-	-	-	-
<b>Sewer</b>												
Collection - 10" PVC	\$36.00 / LF	430	15	-	-	-	-	-	-	-	-	-
Collection - 8" PVC	\$30.00 / LF	-	-	-	-	-	-	-	-	-	-	-
Manhole 100	\$3,300 Each	4	14	-	-	-	-	-	-	-	-	-
<b>Storm Water</b>												
Dual 8' x 8' Box Culvert	\$975.00 / LF	-	-	-	-	-	-	-	-	-	-	-
18" RCP	\$48.00 / LF	-	-	-	-	-	-	-	-	-	-	-
6' x 8' Box Culvert	\$360.00 / LF	430	155	-	-	-	-	-	-	-	-	-
4' x 6' Box Culvert	\$276.00 / LF	-	-	-	-	-	-	-	-	-	-	-
RCP Headwall	\$5,000 Each	-	-	-	-	-	-	-	-	-	-	-
Box Culvert Wingwall	\$12,000 Each	-	-	-	-	-	-	-	-	-	-	-
Curb Inlet 100	\$4,200 Each	4	18	-	-	-	-	-	-	-	-	-
Outfall Structure	\$5,000 Each	-	-	-	-	-	-	-	-	-	-	-
Street Drainage	\$18.00 / Yard	-	-	-	-	-	-	-	-	-	-	-
<b>Plaza &amp; Park Landscaping</b>												
Park Softscape Level 1	\$3.30 / SF	-	-	-	-	-	-	-	-	-	-	-
Park Softscape Level 2	\$5.56 / SF	-	-	-	-	-	-	-	-	-	-	-
Park Softscape Level 3	\$8.91 / SF	-	-	-	-	-	-	-	-	-	-	-
Park Hardscape Level 1	\$11.00 / SF	-	-	-	-	-	-	-	-	-	-	-
Park Hardscape Level 2	\$16.50 / SF	-	-	-	-	-	-	-	-	-	-	-
Park Hardscape Level 3	\$27.50 / SF	-	-	-	-	-	-	-	-	-	-	-
COR Matching Funds (000)	\$386 Each	-	-	-	-	-	-	-	-	-	-	-
<b>Art</b>												
Sculpture Level 1	\$20,000 / Work	-	-	-	-	-	-	-	-	-	-	-
Sculpture Level 2	\$30,000 / Work	-	-	-	-	-	-	-	-	-	-	-
Sculpture Level 3	\$50,000 / Work	-	-	-	-	-	-	-	-	-	-	-
<b>Engineering</b>												
Eng., Permits, & Testing	10%	-	57	-	-	-	34	-	11	-	-	11
<b>Contingency</b>												
Of Total Costs	15%	-	95	-	-	-	56	-	18	-	-	18
<b>Management</b>												
Of Total Costs	5%	-	36	-	-	-	21	-	7	-	-	7
<b>TOTAL</b>			<b>\$762</b>	<b>\$1,062</b>		<b>\$785</b>	<b>\$451</b>		<b>\$142</b>			<b>\$142</b>

Collin Cnty. Unallowable Costs (Italicized)

\$84	\$5,308	\$3,925	\$0	\$0	\$0
\$84	\$1,062	\$785	\$0	\$0	\$0

**Appendix B:  
West Side Infrastructure Costs (Streets, Plazas, Open Space, Utilities, and Other Details)**

West Side		Plano Road - S2 (Z)		Eliptibout		Central Plaza		Triangle Plaza		Dart Plaza - North		Dart Plaza - South		Entry Plaza	
<b>Total TIF Cost:</b>		<b>Total Cost:</b>		<b>Total Cost:</b>		<b>Total Cost:</b>		<b>Total Cost:</b>		<b>Total Cost:</b>		<b>Total Cost:</b>		<b>Total Cost:</b>	
\$14,256,900		\$147,300		\$690,400		\$435,900		\$309,400		\$303,900		\$133,900		\$177,000	
<b>Acres</b>	<b>\$/ SF</b>	<b>Acres</b>	<b>\$/ SF</b>	<b>Acres</b>	<b>\$/ SF</b>	<b>Acres</b>	<b>\$/ SF</b>	<b>Acres</b>	<b>\$/ SF</b>	<b>Acres</b>	<b>\$/ SF</b>	<b>Acres</b>	<b>\$/ SF</b>	<b>Acres</b>	<b>\$/ SF</b>
38.50	\$8.50	0.70	\$22.60	0.42	\$23.80	0.30	\$23.70	0.28	\$24.90	0.25	\$12.30	0.20	\$20.30	0.20	\$20.30
<b>Total West Side Scope:</b>		<b>Street Type: 7</b>		<b>O. S. Type: Hard 1</b>		<b>O. S. Type: Hard 2</b>		<b>O. S. Type: Hard 2</b>		<b>O. S. Type: Hard 2</b>		<b>O. S. Type: Hard 3</b>		<b>O. S. Type: Hard 4</b>	
\$23,087,700		<b>Length</b>	<b>Width</b>												
		700	0												
<b>Unit Cost</b>		<b>Units</b>	<b>Total</b>	<b>Units</b>	<b>Total</b>	<b>Units</b>	<b>Total</b>	<b>Units</b>	<b>Total</b>	<b>Units</b>	<b>Total</b>	<b>Units</b>	<b>Total</b>	<b>Units</b>	<b>Total</b>
<b>Pavement*</b>															
14' Driving Lane	\$93.17 / LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
12' Driving Lane	\$79.86 / LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
11' Driving Lane	\$73.21 / LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
10.5' Driving Lane	\$69.88 / LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6' Bike Lane	\$29.04 / LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8' Parallel Parking	\$53.24 / LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
18' Angle Parking	\$119.79 / LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Curb	\$7.70 / LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
16' Paved Alley	\$97.68 / LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
COG Matching Funds	Varies	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Plano Road Widening	\$158.40 / LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Renner Road Widening	\$158.40 / LF	700	111	-	-	-	-	-	-	-	-	-	-	-	-
<b>Sidewalks &amp; Trails**</b>															
12' Sidewalk	\$58.08 / LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
12' Trail	\$58.08 / LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6' Trail	\$29.04 / LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Street Landscaping</b>															
Street Trees - 40' OC (5' x 5' Tree Well)	\$82.50 / LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Street Trees & 5' Strip	\$93.50 / LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
30' Center Median	\$82.50 / LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
20' Center Median	\$55.00 / LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Electrical</b>															
Street Lights - 40' OC	\$151.25 / LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Street Signalization (000)	\$200 Each	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Duct Bank - 8, 6" Encased	\$245.00 / LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Boring w/o Casing	\$30.00 / LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Boring w/ Casing	\$60.00 / LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Manhole - Std. 8'x8'x8'	\$12,000 Each	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Water</b>															
Distribution - 12" PVC	\$78.00 / LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Sewer</b>															
Collection - 10" PVC	\$36.00 / LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Collection - 8" PVC	\$30.00 / LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Manhole 100	\$3,300 Each	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Storm Water</b>															
Dual 8' x 8' Box Culvert	\$975.00 / LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
18" RCP	\$48.00 / LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6' x 8' Box Culvert	\$360.00 / LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4' x 6' Box Culvert	\$276.00 / LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
RCP Headwall	\$5,000 Each	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Box Culvert Wingwall	\$12,000 Each	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Curb Inlet 100	\$4,200 Each	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Outfall Structure	\$5,000 Each	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Street Drainage	\$18.00 / Yard	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Plaza &amp; Park Landscaping</b>															
Park Softscape Level 1	\$3.30 / SF	-	0%	\$0	0%	\$0	0%	\$0	0%	\$0	20%	\$7	0%	\$0	
Park Softscape Level 2	\$5.56 / SF	-	10%	17	10%	10	10%	7	10%	7	10%	6	10%	5	
Park Softscape Level 3	\$8.91 / SF	-	0%	-	10%	16	10%	12	10%	11	10%	10	10%	8	
Park Hardscape Level 1	\$11.00 / SF	-	20%	67	10%	20	10%	14	10%	13	50%	60	50%	48	
Park Hardscape Level 2	\$16.50 / SF	-	60%	302	50%	151	50%	108	50%	101	10%	18	20%	29	
Park Hardscape Level 3	\$27.50 / SF	-	10%	84	20%	101	20%	72	20%	67	0%	-	10%	24	
			100%		100%		100%		100%		100%		100%		
COR Matching Funds (000)	\$386 Each	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Art</b>															
Sculpture Level 1	\$20,000 / Work	-	-	-	-	1	20	-	-	-	-	-	1	20	
Sculpture Level 2	\$30,000 / Work	-	-	1	30	-	-	1	30	-	-	-	-	-	
Sculpture Level 3	\$50,000 / Work	-	1	50	-	-	-	-	-	-	-	-	-	-	
<b>Engineering</b>															
Eng., Permits, & Testing	10%	-	11	52	33	23	23	23	23	10	13				
<b>Contingency</b>															
Of Total Costs	15%	-	18	86	54	38	38	38	38	17	22				
<b>Management</b>															
Of Total Costs	5%	-	7	33	21	15	14	14	14	6	8				
<b>TOTAL</b>			<b>\$147</b>	<b>\$690</b>	<b>\$436</b>	<b>\$309</b>	<b>\$304</b>	<b>\$304</b>	<b>\$134</b>	<b>\$177</b>					

Collin Cty. Unallowable Costs (Italicized)

\$0      \$690      \$436      \$309      \$304      \$134      \$177

**Appendix B:  
West Side Infrastructure Costs (Streets, Plazas, Open Space, Utilities, and Other Details)**

<b>West Side</b>		<b>South Green</b>		<b>Trail Park</b>		<b>Box Culvert</b>		<b>Electrical Service</b>		<b>Other Infrastructure</b>	
<b>Total TIF Cost:</b>		<b>Total Cost:</b>		<b>Total Cost:</b>		<b>Total Cost:</b>		<b>Total Cost:</b>		<b>Total Cost:</b>	
\$14,256,900		\$61,200		\$386,000		\$1,966,500		\$2,276,100		\$0	
<b>Acres</b>	<b>\$ / SF</b>	<b>Acres</b>	<b>\$ / SF</b>	<b>Acres</b>	<b>\$ / SF</b>	<b>Acres</b>	<b>\$ / SF</b>	<b>Acres</b>	<b>\$ / SF</b>	<b>Acres</b>	<b>\$ / SF</b>
38.50	\$8.50	0.09	\$15.60	3.57	\$2.50	-	n/a	-	n/a	-	n/a
<b>Total West Side Scope:</b>		<b>D. S. Type: Soft</b>		<b>O. S. Type: Soft 2</b>							
\$23,087,700											

	<b>Unit Cost</b>	<b>Units</b>	<b>Total</b>	<b>Units</b>	<b>Total</b>	<b>Units</b>	<b>Total</b>	<b>Units</b>	<b>Total</b>	<b>Units</b>	<b>Total</b>																																						
<b>Pavement*</b>																																																	
14' Driving Lane	\$93.17 / LF	-	-	-	-	-	-	-	-	-	-																																						
12' Driving Lane	\$79.86 / LF	-	-	-	-	-	-	-	-	-	-																																						
11' Driving Lane	\$73.21 / LF	-	-	-	-	-	-	-	-	-	-																																						
10.5' Driving Lane	\$69.88 / LF	-	-	-	-	-	-	-	-	-	-																																						
6' Bike Lane	\$29.04 / LF	-	-	-	-	-	-	-	-	-	-																																						
8' Parallel Parking	\$53.24 / LF	-	-	-	-	-	-	-	-	-	-																																						
18' Angle Parking	\$119.79 / LF	-	-	-	-	-	-	-	-	-	-																																						
Curb	\$7.70 / LF	-	-	-	-	-	-	-	-	-	-																																						
16' Paved Alley	\$97.68 / LF	-	-	-	-	-	-	-	-	-	-																																						
COG Matching Funds	Varies	-	-	-	-	-	-	-	-	-	-																																						
Plano Road Widening	\$158.40 / LF	-	-	-	-	-	-	-	-	-	-																																						
Renner Road Widening	\$158.40 / LF	-	-	-	-	-	-	-	-	-	-																																						
<b>Sidewalks &amp; Trails**</b>																																																	
12' Sidewalk	\$58.08 / LF	-	-	-	-	-	-	-	-	-	-																																						
12' Trail	\$58.08 / LF	-	-	-	-	-	-	-	-	-	-																																						
6' Trail	\$29.04 / LF	-	-	-	-	-	-	-	-	-	-																																						
<b>Street Landscaping</b>																																																	
Street Trees - 40' OC (5' x 5' Tree Well)	\$82.50 / LF	-	-	-	-	-	-	-	-	-	-																																						
Street Trees & 5' Strip	\$93.50 / LF	-	-	-	-	-	-	-	-	-	-																																						
30' Center Median	\$82.50 / LF	-	-	-	-	-	-	-	-	-	-																																						
20' Center Median	\$55.00 / LF	-	-	-	-	-	-	-	-	-	-																																						
<b>Electrical</b>																																																	
Street Lights - 40' OC	\$151.25 / LF	-	-	-	-	-	-	-	-	-	-																																						
Street Signalization (000)	\$200 Each	-	-	-	-	-	-	-	-	-	-																																						
Duct Bank - 8, 6" Encased	\$245.00 / LF	-	-	-	-	-	-	5,280	\$1,294	-	-																																						
Boring w/o Casing	\$30.00 / LF	-	-	-	-	-	-	-	-	-	-																																						
Boring w/ Casing	\$60.00 / LF	-	-	-	-	-	-	1,000	60	-	-																																						
Manhole - Std. 8'x8'x8'	\$12,000 Each	-	-	-	-	-	-	30	360	-	-																																						
<b>Water</b>																																																	
Distribution - 12" PVC	\$78.00 / LF	-	-	-	-	-	-	-	-	-	-																																						
<b>Sewer</b>																																																	
Collection - 10" PVC	\$36.00 / LF	-	-	-	-	-	-	-	-	-	-																																						
Collection - 8" PVC	\$30.00 / LF	-	-	-	-	-	-	-	-	-	-																																						
Manhole 100	\$3,300 Each	-	-	-	-	-	-	-	-	-	-																																						
<b>Storm Water</b>																																																	
Dual 8' x 8' Box Culvert	\$975.00 / LF	-	-	-	-	1,300	\$1,268	-	-	-	-																																						
18" RCP	\$48.00 / LF	-	-	-	-	2,000	96	-	-	-	-																																						
6' x 8' Box Culvert	\$360.00 / LF	-	-	-	-	-	-	-	-	-	-																																						
4' x 6' Box Culvert	\$276.00 / LF	-	-	-	-	-	-	-	-	-	-																																						
RCP Headwall	\$5,000 Each	-	-	-	-	-	-	-	-	-	-																																						
Box Culvert Wingwall	\$12,000 Each	-	-	-	-	1	12	-	-	-	-																																						
Curb Inlet 100	\$4,200 Each	-	-	-	-	25	105	-	-	-	-																																						
Outfall Structure	\$5,000 Each	-	-	-	-	-	-	-	-	-	-																																						
Street Drainage	\$18.00 / Yard	-	-	-	-	-	-	-	-	-	-																																						
<b>Plaza &amp; Park Landscaping</b>																																																	
Park Softscape Level 1	\$3.30 / SF	0%	\$0	0%	\$0	-	-	-	-	-	-																																						
Park Softscape Level 2	\$5.56 / SF	80%	17	0%	-	-	-	-	-	-	-																																						
Park Softscape Level 3	\$8.91 / SF	0%	-	0%	-	-	-	-	-	-	-																																						
Park Hardscape Level 1	\$11.00 / SF	20%	9	0%	-	-	-	-	-	-	-																																						
Park Hardscape Level 2	\$16.50 / SF	0%	-	0%	-	-	-	-	-	-	-																																						
Park Hardscape Level 3	\$27.50 / SF	0%	-	0%	-	-	-	-	-	-	-																																						
		<b>100%</b>		<b>0%</b>																																													
COR Matching Funds (000)	\$386 Each	-	-	1	386	-	-	-	-	-	-																																						
<b>Art</b>																																																	
Sculpture Level 1	\$20,000 / Work	1	20	-	-	-	-	-	-	-	-																																						
Sculpture Level 2	\$30,000 / Work	-	-	-	-	-	-	-	-	-	-																																						
Sculpture Level 3	\$50,000 / Work	-	-	-	-	-	-	-	-	-	-																																						
<b>Engineering</b>																																																	
Eng., Permits, & Testing	10%	-	5	-	-	148	171	-	-	905	Engineering																																						
<b>Contingency</b>																																																	
Of Total Costs	15%	-	8	-	-	244	283	-	-	1,494	Contingency																																						
<b>Management</b>																																																	
Of Total Costs	5%	-	3	-	-	94	108	-	-	573	Management																																						
<b>TOTAL</b>			<b>\$61</b>		<b>\$386</b>		<b>\$1,966</b>		<b>\$2,276</b>		<b>\$0</b>	<b>\$14,257</b>	<b>TOTAL</b>																																				
<table border="0" style="width:100%"> <tr> <td style="width:50%">Total Project Scope:</td> <td>\$1,831</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Collin Cnty. Unallowable Costs (Italicized)</td> <td>\$61</td> <td></td> <td></td> <td></td> <td>\$386</td> <td></td> <td>\$0</td> <td></td> <td>\$2,276</td> <td></td> <td>\$0</td> <td>\$7,083</td> </tr> <tr> <td>Total West Side Scope:</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$23,088</td> <td></td> </tr> </table>												Total Project Scope:	\$1,831											Collin Cnty. Unallowable Costs (Italicized)	\$61				\$386		\$0		\$2,276		\$0	\$7,083	Total West Side Scope:											\$23,088	
Total Project Scope:	\$1,831																																																
Collin Cnty. Unallowable Costs (Italicized)	\$61				\$386		\$0		\$2,276		\$0	\$7,083																																					
Total West Side Scope:											\$23,088																																						



**Appendix C:  
East Side Infrastructure Costs (Streets, Plazas, Open Space, Utilities, and Other Details)**

East Side		Central Park S (C3)		Central Park ES (C4)		East / West (B2)		Garage Way W (D1)		Center Drive (D2)		Garage Way E (E1)		Eastern Park N (E2)	
<b>Total TIF Cost:</b>		<b>Total Cost:</b>		<b>Total Cost:</b>		<b>Total Cost:</b>		<b>Total Cost:</b>		<b>Total Cost:</b>		<b>Total Cost:</b>		<b>Total Cost:</b>	
\$21,263,900		\$142,000		\$375,700		\$1,314,900		\$581,400		\$845,300		\$348,800		\$150,900	
Acres	\$ / SF	Acres	\$ / SF	Acres	\$ / SF	Acres	\$ / SF	Acres	\$ / SF	Acres	\$ / SF	Acres	\$ / SF	Acres	\$ / SF
147.53	\$3.30	0.10	\$32.60	0.29	\$29.70	1.03	\$29.30	0.28	\$47.70	0.66	\$29.40	0.17	\$47.10	0.12	\$28.90
<b>Total East Side Scope:</b>		<b>Street Type: 4</b>		<b>Street Type: 2</b>		<b>Street Type: 2</b>		<b>Street Type: 7</b>		<b>Street Type: 2</b>		<b>Street Type: 7</b>		<b>Street Type: 8</b>	
\$26,841,000		Length	Width	Length	Width	Length	Width	Length	Width	Length	Width	Length	Width	Length	Width
		100	44	200	64	700	64	500	24	450	64	300	24	100	54
<b>Unit Cost</b>		Units	Total	Units	Total	Units	Total	Units	Total	Units	Total	Units	Total	Units	Total
<b>Pavement*</b>															
14' Driving Lane	\$93.17 /LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
12' Driving Lane	\$79.86 /LF	200	\$16	400	\$32	1,400	\$112	1,000	\$80	900	\$72	600	\$48	200	\$16
11' Driving Lane	\$73.21 /LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
10.5' Driving Lane	\$69.88 /LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6' Bike Lane	\$29.04 /LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8' Parallel Parking	\$53.24 /LF	100	5	400	21	1,400	75	-	-	900	48	-	-	-	-
18' Angle Parking	\$119.79 /LF	-	-	-	-	-	-	-	-	-	-	-	-	100	12
Curb	\$7.70 /LF	200	2	400	3	1,400	11	1,000	8	900	7	600	5	200	2
16' Paved Alley	\$97.68 /LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
COG Matching Funds	Varies	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Plano Road Widening	\$158.40 /LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Renner Road Widening	\$158.40 /LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Sidewalks &amp; Trails**</b>															
12' Sidewalk	\$58.08 /LF	100	6	400	23	1,400	81	-	-	900	52	-	-	100	6
12' Trail	\$58.08 /LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6' Trail	\$29.04 /LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Street Landscaping</b>															
Street Trees - 40' OC (5' x 5' Tree Well)	\$82.50 /LF	100	8	400	33	1,400	116	-	-	900	74	-	-	100	8
Street Trees & 5' Strip	\$93.50 /LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
30' Center Median	\$82.50 /LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
20' Center Median	\$55.00 /LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Electrical</b>															
Street Lights - 40' OC	\$151.25 /LF	100	15	400	61	1,400	212	500	76	900	136	300	45	100	15
Street Signalization (000)	\$200 Each	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Duct Bank - 8, 6" Encased	\$245.00 /LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Boring w/o Casing	\$30.00 /LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Boring w/ Casing	\$60.00 /LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Manhole - Std. 8'x8'x8'	\$12,000 Each	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Water</b>															
Distribution - 12" PVC	\$78.00 /LF	100	8	200	16	700	55	500	39	450	35	300	23	100	8
<b>Sewer</b>															
Collection - 10" PVC	\$36.00 /LF	100	4	200	7	700	25	500	18	450	16	300	11	100	4
Collection - 8" PVC	\$30.00 /LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Manhole 100	\$3,300 Each	1	3	2	7	7	23	5	17	5	15	3	10	1	3
<b>Storm Water</b>															
Dual 8' x 8' Box Culvert	\$975.00 /LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
18" RCP	\$48.00 /LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6' x 8' Box Culvert	\$360.00 /LF	100	36	200	72	700	252	500	180	450	162	300	108	100	36
4' x 6' Box Culvert	\$276.00 /LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
RCP Headwall	\$5,000 Each	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Box Culvert Wingwall	\$12,000 Each	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Curb Inlet 100	\$4,200 Each	1	4	2	8	7	29	5	21	5	19	3	13	1	4
Outfall Structure	\$5,000 Each	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Street Drainage	\$18.00 /Yard	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Plaza &amp; Park Landscaping</b>															
Park Softscape Level 1	\$3.30 /SF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Park Softscape Level 2	\$5.56 /SF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Park Softscape Level 3	\$8.91 /SF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Park Hardscape Level 1	\$11.00 /SF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Park Hardscape Level 2	\$16.50 /SF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Park Hardscape Level 3	\$27.50 /SF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ped. Xing - Plano Rd. (000)	\$2,000 Each	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Art</b>															
Sculpture Level 1	\$20,000 /Work	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sculpture Level 2	\$30,000 /Work	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sculpture Level 3	\$50,000 /Work	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Engineering</b>															
Eng., Permits, & Testing	10%	-	11	-	28	-	99	-	44	-	64	-	26	-	11
<b>Contingency</b>															
Of Total Costs	15%	-	18	-	47	-	163	-	72	-	105	-	43	-	19
<b>Management</b>															
Of Total Costs	5%	-	7	-	18	-	63	-	28	-	40	-	17	-	7
<b>TOTAL</b>			<b>\$142</b>		<b>\$376</b>		<b>\$1,315</b>		<b>\$581</b>		<b>\$845</b>		<b>\$349</b>		<b>\$151</b>

Collin Cnty. Unallowable Costs (Italicized)

\$20

\$39

\$137

\$98

\$88

\$59

\$20

**Appendix C:  
East Side Infrastructure Costs (Streets, Plazas, Open Space, Utilities, and Other Details)**

East Side	
Total TIF Cost:	
<b>\$21,263,900</b>	
Acres	\$ / SF
147.53	\$3.30
Total East Side Scope:	
<b>\$26,841,000</b>	

	Unit Cost	Eastern Park W (E3)		Eastern Park S (E3)		Eastern Park E (E4)		East Drive N (E5)		East Drive S (E6)		SW Retail Drive (C5)		Fox North (D3)	
		Total Cost:		Total Cost:		Total Cost:		Total Cost:		Total Cost:		Total Cost:		Total Cost:	
		\$377,100		\$150,900		\$377,100		\$281,800		\$375,700		\$1,127,100		\$687,400	
		Acres	\$ / SF	Acres	\$ / SF	Acres	\$ / SF	Acres	\$ / SF	Acres	\$ / SF	Acres	\$ / SF	Acres	\$ / SF
		0.31	\$27.90	0.12	\$28.90	0.31	\$27.90	0.22	\$29.40	0.29	\$29.70	0.88	\$29.40	0.55	\$28.70
Street Type: 8		Street Type: 8		Street Type: 8		Street Type: 2		Street Type: 2		Street Type: 2		Street Type: 9			
Length	Width	Length	Width	Length	Width	Length	Width	Length	Width	Length	Width	Length	Width		
250	54	100	54	250	54	150	64	200	64	600	64	500	48		
Units	Total	Units	Total	Units	Total	Units	Total	Units	Total	Units	Total	Units	Total		
<b>Pavement*</b>															
14' Driving Lane	\$93.17 / LF	-	-	-	-	-	-	-	-	-	-	-	-	-	
12' Driving Lane	\$79.86 / LF	500	\$40	200	\$16	500	\$40	300	\$24	400	\$32	1,200	\$96	2,000	\$160
11' Driving Lane	\$73.21 / LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
10.5' Driving Lane	\$69.88 / LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6' Bike Lane	\$29.04 / LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8' Parallel Parking	\$53.24 / LF	-	-	-	-	-	-	300	16	400	21	1,200	64	-	-
18' Angle Parking	\$119.79 / LF	250	30	100	12	250	30	-	-	-	-	-	-	-	-
Curb	\$7.70 / LF	500	4	200	2	500	4	300	2	400	3	1,200	9	1,000	8
16' Paved Alley	\$97.68 / LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
COG Matching Funds	Varies	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Plano Road Widening	\$158.40 / LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Renner Road Widening	\$158.40 / LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Sidewalks &amp; Trails**</b>															
12' Sidewalk	\$58.08 / LF	250	15	100	6	250	15	300	17	400	23	1,200	70	-	-
12' Trail	\$58.08 / LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6' Trail	\$29.04 / LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Street Landscaping</b>															
Street Trees - 40' OC (5' x 5' Tree Well)	\$82.50 / LF	250	21	100	8	250	21	300	25	400	33	1,200	99	-	-
Street Trees & 5' Strip	\$93.50 / LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
30' Center Median	\$82.50 / LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
20' Center Median	\$55.00 / LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Electrical</b>															
Street Lights - 40' OC	\$151.25 / LF	250	38	100	15	250	38	300	45	400	61	1,200	182	500	76
Street Signalization (000)	\$200 Each	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Duct Bank - 8, 6" Encased	\$245.00 / LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Boring w/o Casing	\$30.00 / LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Boring w/ Casing	\$60.00 / LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Manhole - Std. 8'x8'x8'	\$12,000 Each	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Water</b>															
Distribution - 12" PVC	\$78.00 / LF	250	20	100	8	250	20	150	12	200	16	600	47	500	39
<b>Sewer</b>															
Collection - 10" PVC	\$36.00 / LF	250	9	100	4	250	9	150	5	200	7	600	22	500	18
Collection - 8" PVC	\$30.00 / LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Manhole 100	\$3,300 Each	3	8	1	3	3	8	2	5	2	7	6	20	5	17
<b>Storm Water</b>															
Dual 8' x 8' Box Culvert	\$975.00 / LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
18" RCP	\$48.00 / LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6' x 8' Box Culvert	\$360.00 / LF	250	90	100	36	250	90	150	54	200	72	600	216	500	180
4' x 6' Box Culvert	\$276.00 / LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
RCP Headwall	\$5,000 Each	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Box Culvert Wingwall	\$12,000 Each	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Curb Inlet 100	\$4,200 Each	3	11	1	4	3	11	2	6	2	8	6	25	5	21
Outfall Structure	\$5,000 Each	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Street Drainage	\$18.00 / Yard	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Plaza &amp; Park Landscaping</b>															
Park Softscape Level 1	\$3.30 / SF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Park Softscape Level 2	\$5.56 / SF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Park Softscape Level 3	\$8.91 / SF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Park Hardscape Level 1	\$11.00 / SF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Park Hardscape Level 2	\$16.50 / SF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Park Hardscape Level 3	\$27.50 / SF	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ped. Xing - Plano Rd. (000)	\$2,000 Each	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Art</b>															
Sculpture Level 1	\$20,000 / Work	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sculpture Level 2	\$30,000 / Work	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sculpture Level 3	\$50,000 / Work	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Engineering</b>															
Eng., Permits, & Testing	10%	-	28	-	11	-	28	-	21	-	28	-	85	-	52
<b>Contingency</b>															
Of Total Costs	15%	-	47	-	19	-	47	-	35	-	47	-	140	-	85
<b>Management</b>															
Of Total Costs	5%	-	18	-	7	-	18	-	13	-	18	-	54	-	33
<b>TOTAL</b>			<b>\$377</b>		<b>\$151</b>		<b>\$377</b>		<b>\$282</b>		<b>\$376</b>		<b>\$1,127</b>		<b>\$687</b>

Collin Cnty. Unallowable Costs (Italicized)

\$49

\$20

\$49

\$29

\$39

\$117

\$98

**Appendix C:  
East Side Infrastructure Costs (Streets, Plazas, Open Space, Utilities, and Other Details)**

East Side		Infocom (F)		Renner Trail		Plano Road - N (P)		Plano Road - S1 (Q)		Plano Road - S2 (R)		Central Park		Eastern Park		
<b>Total TIF Cost:</b>		<b>Total Cost:</b>		<b>Total Cost:</b>		<b>Total Cost:</b>		<b>Total Cost:</b>		<b>Total Cost:</b>		<b>Total Cost:</b>		<b>Total Cost:</b>		
\$21,263,900		\$1,394,300		\$246,900		\$142,000		\$142,000		\$147,300		\$218,800		\$218,800		
<b>Acres</b>	<b>\$/ SF</b>	<b>Acres</b>	<b>\$/ SF</b>	<b>Acres</b>	<b>\$/ SF</b>	<b>Acres</b>	<b>\$/ SF</b>	<b>Acres</b>	<b>\$/ SF</b>	<b>Acres</b>	<b>\$/ SF</b>	<b>Acres</b>	<b>\$/ SF</b>	<b>Acres</b>	<b>\$/ SF</b>	
147.53	\$3.30	33.99	6.93	n/a	-	\$0.00	-	\$0.00	-	\$0.00	-	\$0.00	0.50	\$10.00	0.50	\$10.00
<b>Total East Side Scope:</b>						<b>Street Type: 7</b>		<b>Street Type: 7</b>		<b>Street Type: 7</b>		<b>O. S. Type: Soft 1</b>		<b>O. S. Type: Soft 1</b>		
		<b>Length</b>	<b>Width</b>	<b>Length</b>	<b>Width</b>	<b>Length</b>	<b>Width</b>	<b>Length</b>	<b>Width</b>	<b>Length</b>	<b>Width</b>					
		3590	84	3200	0	675	0	675	0	700	0					
<b>Unit Cost</b>		<b>Units</b>	<b>Total</b>	<b>Units</b>	<b>Total</b>	<b>Units</b>	<b>Total</b>	<b>Units</b>	<b>Total</b>	<b>Units</b>	<b>Total</b>	<b>Units</b>	<b>Total</b>	<b>Units</b>	<b>Total</b>	
<b>Pavement*</b>																
14' Driving Lane	\$93.17 /LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
12' Driving Lane	\$79.86 /LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
11' Driving Lane	\$73.21 /LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
10.5' Driving Lane	\$69.88 /LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
6' Bike Lane	\$29.04 /LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
8' Parallel Parking	\$53.24 /LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
18' Angle Parking	\$119.79 /LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Curb	\$7.70 /LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
16' Paved Alley	\$97.68 /LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
COG Matching Funds	Varies	-	\$1,394	-	-	-	-	-	-	-	-	-	-	-	-	
Plano Road Widening	\$158.40 /LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Renner Road Widening	\$158.40 /LF	-	-	-	-	675	107	675	107	700	111	-	-	-	-	
<b>Sidewalks &amp; Trails**</b>																
12' Sidewalk	\$58.08 /LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
12' Trail	\$58.08 /LF	-	-	3,200	186	-	-	-	-	-	-	-	-	-	-	
6' Trail	\$29.04 /LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
<b>Street Landscaping</b>																
Street Trees - 40' OC (5' x 5' Tree Well)	\$82.50 /LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Street Trees & 5' Strip	\$93.50 /LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
30' Center Median	\$82.50 /LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
20' Center Median	\$55.00 /LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
<b>Electrical</b>																
Street Lights - 40' OC	\$151.25 /LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Street Signalization (000)	\$200 Each	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Duct Bank - 8, 6" Encased	\$245.00 /LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Boring w/o Casing	\$30.00 /LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Boring w/ Casing	\$60.00 /LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Manhole - Std. 8'x8'x8'	\$12,000 Each	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
<b>Water</b>																
Distribution - 12" PVC	\$78.00 /LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
<b>Sewer</b>																
Collection - 10" PVC	\$36.00 /LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Collection - 8" PVC	\$30.00 /LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Manhole 100	\$3,300 Each	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
<b>Storm Water</b>																
Dual 8' x 8' Box Culvert	\$975.00 /LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
18" RCP	\$48.00 /LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
6' x 8' Box Culvert	\$360.00 /LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
4' x 6' Box Culvert	\$276.00 /LF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
RCP Headwall	\$5,000 Each	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Box Culvert Wingwall	\$12,000 Each	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Curb Inlet 100	\$4,200 Each	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Outfall Structure	\$5,000 Each	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Street Drainage	\$18.00 /Yard	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
<b>Plaza &amp; Park Landscaping</b>																
Park Softscape Level 1	\$3.30 /SF	-	-	-	-	-	-	-	-	-	-	0%	\$0	0%	\$0	
Park Softscape Level 2	\$5.56 /SF	-	-	-	-	-	-	-	-	-	-	80%	97	80%	97	
Park Softscape Level 3	\$8.91 /SF	-	-	-	-	-	-	-	-	-	-	0%	-	0%	-	
Park Hardscape Level 1	\$11.00 /SF	-	-	-	-	-	-	-	-	-	-	20%	48	20%	48	
Park Hardscape Level 2	\$16.50 /SF	-	-	-	-	-	-	-	-	-	-	0%	-	0%	-	
Park Hardscape Level 3	\$27.50 /SF	-	-	-	-	-	-	-	-	-	-	0%	-	0%	-	
												100%		100%		
Ped. Xing - Plano Rd. (000)	\$2,000 Each	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
<b>Art</b>																
Sculpture Level 1	\$20,000 /Work	-	-	-	-	-	-	-	-	-	-	1	20	1	20	
Sculpture Level 2	\$30,000 /Work	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Sculpture Level 3	\$50,000 /Work	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
<b>Engineering</b>																
Eng., Permits, & Testing	10%	-	-	19	11	11	11	11	11	11	11	16	16	16	16	
<b>Contingency</b>																
Of Total Costs	15%	-	-	31	18	18	18	18	18	18	18	27	27	27	27	
<b>Management</b>																
Of Total Costs	5%	-	-	12	7	7	7	7	7	7	7	10	10	10	10	
<b>TOTAL</b>			<b>\$1,394</b>	<b>\$247</b>	<b>\$142</b>	<b>\$142</b>	<b>\$142</b>	<b>\$147</b>	<b>\$219</b>	<b>\$219</b>	<b>\$219</b>	<b>\$219</b>	<b>\$219</b>	<b>\$219</b>	<b>\$219</b>	
Total Project Scope: <b>\$6,971</b>																
<b>Collin Cnty. Unallowable Costs (Italicized)</b>																
			<i>\$1,394</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$192</i>	<i>\$192</i>	<i>\$192</i>	<i>\$192</i>	<i>\$192</i>	<i>\$192</i>	

**Appendix C:  
East Side Infrastructure Costs (Streets, Plazas, Open Space, Utilities, and Other Details)**

<b>East Side</b>		<b>SW Retail Park</b>	<b>Entry Plaza East</b>	<b>Rustic Park</b>	<b>Electrical Service</b>	<b>Ped. Xing - Plano Rd</b>
<b>Total TIF Cost:</b>		<b>Total Cost:</b>	<b>Total Cost:</b>	<b>Total Cost:</b>	<b>Total Cost:</b>	<b>Total Cost:</b>
<b>\$21,263,900</b>		<b>\$218,800</b>	<b>\$177,000</b>	<b>\$2,816,400</b>	<b>\$2,276,100</b>	<b>\$2,656,500</b>
<b>Acres</b>	<b>\$ / SF</b>	<b>Acres</b>	<b>\$ / SF</b>	<b>Acres</b>	<b>\$ / SF</b>	<b>Acres</b>
<b>147.53</b>	<b>\$3.30</b>	<b>0.50</b>	<b>\$10.00</b>	<b>0.20</b>	<b>\$20.30</b>	<b>16.98</b>
<b>Total East Side Scope:</b>		<b>0.20</b>		<b>16.98</b>		<b>n/a</b>
<b>\$26,841,000</b>		<b>0.50</b>		<b>\$3.80</b>		<b>n/a</b>
		<b>D. S. Type: Soft</b>	<b>D. S. Type: Hard</b>	<b>D. S. Type: Soft</b>		

	Unit Cost	SW Retail Park		Entry Plaza East		Rustic Park		Electrical Service		Ped. Xing - Plano Rd			
		Units	Total	Units	Total	Units	Total	Units	Total	Units	Total		
<b>Pavement*</b>													
14' Driving Lane	\$93.17 /LF	-	-	-	-	-	-	-	-	-	-		
12' Driving Lane	\$79.86 /LF	-	-	-	-	-	-	-	-	-	-		
11' Driving Lane	\$73.21 /LF	-	-	-	-	-	-	-	-	-	-		
10.5' Driving Lane	\$69.88 /LF	-	-	-	-	-	-	-	-	-	-		
6' Bike Lane	\$29.04 /LF	-	-	-	-	-	-	-	-	-	-		
8' Parallel Parking	\$53.24 /LF	-	-	-	-	-	-	-	-	-	-		
18' Angle Parking	\$119.79 /LF	-	-	-	-	-	-	-	-	-	-		
Curb	\$7.70 /LF	-	-	-	-	-	-	-	-	-	-		
16' Paved Alley	\$97.68 /LF	-	-	-	-	-	-	-	-	-	-		
COG Matching Funds	Varies	-	-	-	-	-	-	-	-	-	-		
Plano Road Widening	\$158.40 /LF	-	-	-	-	-	-	-	-	-	-		
Renner Road Widening	\$158.40 /LF	-	-	-	-	-	-	-	-	-	-		
<b>Sidewalks &amp; Trails**</b>													
12' Sidewalk	\$58.08 /LF	-	-	-	-	-	-	-	-	-	-		
12' Trail	\$58.08 /LF	-	-	-	-	-	-	-	-	-	-		
6' Trail	\$29.04 /LF	-	-	-	-	-	-	-	-	-	-		
<b>Street Landscaping</b>													
Street Trees - 40' OC (5' x 5' Tree Well)	\$82.50 /LF	-	-	-	-	-	-	-	-	-	-		
Street Trees & 5' Strip	\$93.50 /LF	-	-	-	-	-	-	-	-	-	-		
30' Center Median	\$82.50 /LF	-	-	-	-	-	-	-	-	-	-		
20' Center Median	\$55.00 /LF	-	-	-	-	-	-	-	-	-	-		
<b>Electrical</b>													
Street Lights - 40' OC	\$151.25 /LF	-	-	-	-	-	-	-	-	-	-		
Street Signalization (000)	\$200 Each	-	-	-	-	-	-	-	-	-	-		
Duct Bank - 8, 6" Encased	\$245.00 /LF	-	-	-	-	-	5,280	\$1,294	-	-	-		
Boring w/o Casing	\$30.00 /LF	-	-	-	-	-	-	-	-	-	-		
Boring w/ Casing	\$60.00 /LF	-	-	-	-	-	1,000	60	-	-	-		
Manhole - Std. 8'x8'x8'	\$12,000 Each	-	-	-	-	-	30	360	-	-	-		
<b>Water</b>													
Distribution - 12" PVC	\$78.00 /LF	-	-	-	-	-	-	-	-	-	-		
<b>Sewer</b>													
Collection - 10" PVC	\$36.00 /LF	-	-	-	-	-	-	-	-	-	-		
Collection - 8" PVC	\$30.00 /LF	-	-	-	-	-	-	-	-	-	-		
Manhole 100	\$3,300 Each	-	-	-	-	-	-	-	-	-	-		
<b>Storm Water</b>													
Dual 8' x 8' Box Culvert	\$975.00 /LF	-	-	-	-	-	-	-	-	-	-		
18" RCP	\$48.00 /LF	-	-	-	-	-	-	-	-	-	-		
6' x 8' Box Culvert	\$360.00 /LF	-	-	-	-	-	-	-	-	-	-		
4' x 6' Box Culvert	\$276.00 /LF	-	-	-	-	-	-	-	-	-	-		
RCP Headwall	\$5,000 Each	-	-	-	-	-	-	-	-	-	-		
Box Culvert Wingwall	\$12,000 Each	-	-	-	-	-	-	-	-	-	-		
Curb Inlet 100	\$4,200 Each	-	-	-	-	-	-	-	-	-	-		
Outfall Structure	\$5,000 Each	-	-	-	-	-	-	-	-	-	-		
Street Drainage	\$18.00 /Yard	-	-	-	-	#####	900	-	-	-	-		
<b>Plaza &amp; Park Landscaping</b>													
Park Softscape Level 1	\$3.30 /SF	0%	\$0	0%	\$0	100%	\$1,220	-	-	-	-		
Park Softscape Level 2	\$5.56 /SF	80%	97	10%	5	0%	-	-	-	-	-		
Park Softscape Level 3	\$8.91 /SF	0%	-	10%	8	0%	-	-	-	-	-		
Park Hardscape Level 1	\$11.00 /SF	20%	48	50%	48	0%	-	-	-	-	-		
Park Hardscape Level 2	\$16.50 /SF	0%	-	20%	29	0%	-	-	-	-	-		
Park Hardscape Level 3	\$27.50 /SF	0%	-	10%	24	0%	-	-	-	-	-		
		100%		100%		100%							
Ped. Xing - Plano Rd. (000)	\$2,000 Each	-	-	-	-	-	-	-	1	\$2,000	-		
<b>Art</b>													
Sculpture Level 1	\$20,000 /Work	1	20	1	20	-	-	-	-	-	<b>GRAND</b>		
Sculpture Level 2	\$30,000 /Work	-	-	-	-	-	-	-	-	-	<b>TOTAL</b>		
Sculpture Level 3	\$50,000 /Work	-	-	-	-	-	-	-	-	-	\$16,354		
<b>Engineering</b>											Hard Costs		
Eng., Permits, & Testing	10%		16		13		212		171		200	1,496	Engineering
<b>Contingency</b>													
Of Total Costs	15%		27		22		350		283		330	2,468	Contingency
<b>Management</b>													
Of Total Costs	5%		10		8		134		108		127	946	Management
<b>TOTAL</b>			<b>\$219</b>		<b>\$177</b>		<b>\$2,816</b>		<b>\$2,276</b>		<b>\$2,657</b>	<b>\$21,264</b>	<b>TOTAL</b>

<b>Collin Cnty. Unallowable Costs (Italicized)</b>	<b>\$192</b>	<b>\$150</b>	<b>\$1,621</b>	<b>\$2,276</b>	<b>\$2,657</b>	<b>\$9,900</b>
<b>Total West Side Scope:</b>						<b>\$26,841</b>

# TAB 4

STATE OF TEXAS           §  
  §       **Inter-Local Cooperation Agreement for Participation in**  
  §   **Richardson TIF Zone Number Two**  
COUNTY OF COLLIN       §

This Inter-Local Cooperation Agreement for Participation in City of Richardson TIF Zone Number Two (“Agreement”) is made by and between the City of Richardson, Texas (the “City”) and Collin County, Texas (the “County”), acting by and through their respective authorized officers.

**WITNESSETH:**

**WHEREAS**, on the 14th day of November, 2011, the Richardson City Council approved Ordinance No. 3844 establishing City of Richardson Tax Increment Financing Reinvestment Zone Number Two (the “TIF Zone Number Two”) in accordance with the Tax Increment Financing Act, as V.T.C.A., Tax Code, Chapter 311, (the “Act”), to promote development and redevelopment through the use of tax increment financing and designating the TIF Zone Number Two pursuant to the Act; and

**WHEREAS**, the City Council and Board of Directors of TIF Zone Number Two approved the final Project and Financing Plan on December 10, 2012; and

**WHEREAS**, the City, by Ordinance No. 3844, contributes sixty-six and 67/100 percent (66.67%) of the Tax Increment for a period of twenty-five (25) years to the Tax Increment Fund (hereinafter defined) for design, installation, and construction of Infrastructure (hereinafter defined) and other authorized projects for or within TIF Zone Number Two; and

**WHEREAS**, the County intends to contribute fifty percent (50%) of the Tax Increment for a period of twenty-four (24) years to the Tax Increment Fund for Project Specific Categories (hereinafter defined); and

**WHEREAS**, the County has conducted a public hearing at which interested persons were entitled to speak and present written materials for or against the approval of the County’s participation as required in the Texas Tax Code Section 311.003; and

**WHEREAS**, the Collin County Commissioners Court finds that the terms of the proposed participation as set forth in this Agreement will meet the Collin County Policy for participation in Tax Increment Financing Zones and that: (i) there will be no substantial adverse effect on the provision of the jurisdiction’s service or tax base; and (ii) participation will not substantially adversely affect the County’s ability to carry out its long range development plans; and

**WHEREAS**, the Act authorizes the expenditure of funds derived within a tax increment financing reinvestment zone for the payment of expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality establishing a

reinvestment zone that are listed in the project plan of the reinvestment zone, which expenditures and monetary obligations constitute project costs as defined by the Act.

**NOW THEREFORE**, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, the parties agree as follows:

### **Article I Definitions**

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

“Act” shall mean the Tax Increment Financing Act, Chapter 311, Tax Code, as amended.

“Board” shall mean the Board of Directors of TIF Zone Number Two.

“Captured Appraised Value” shall mean the total taxable value of all real property taxable by a Taxing Unit and located in TIF Zone Number Two for the year less the Tax Increment Base of the Taxing Unit.

“City” shall mean the City of Richardson, Collin County, Texas.

“County” shall mean Collin County, Texas.

“Effective Date” shall mean the last date of execution hereof.

“Expiration Date” shall mean the date of termination of TIF Zone Number Two.

“Infrastructure” shall mean public infrastructure consisting of public streets and roads, water, sewer and electric utilities, gas utilities, drainage, trails, open space and related improvements, within TIF Zone Number Two, including: (1) the design, engineering and construction of public streets, roads, streetscape, traffic signals, bridges, parking facilities and other transportation projects; (2) the design, engineering, construction and installation of water, electric and gas and other utilities; (3) the design, engineering, construction and installation of drainage and related improvements, storm sewers, detention ponds, retention ponds, drainage pipes, culverts, over-sizing of facilities, trails, open space, and urban design elements within TIF Zone Number Two as identified in the Project Plan.

“Maximum Reimbursement Amount” shall mean an amount of no more than Thirty-Six Million Dollars (\$36,000,000) of the County’s Tax Increment which shall be deposited in the Tax Increment Fund during the term of TIF Zone Number Two and used for Project Specific Categories and financing costs eligible for County participation as shown in the Project Plan and as more specifically described in **Exhibit “A”**.

“Project Plan” shall mean the project plan and financing plan for TIF Zone Number Two approved by the Board and the City Council for the City on December 10, 2012, as amended.

“Project Specific Categories” shall mean Infrastructure elements identified in the Project Plan and as further described in **Exhibit “A”**, towards which the County agrees to contribute its Tax Increment.

“Tax Increment” shall mean the total amount of property taxes by a Taxing Unit for the year on the Captured Appraised Value of real property taxable by a Taxing Unit and located in TIF Zone Number Two.

“Tax Increment Base” shall mean the total taxable value of all real property taxable by a Taxing Unit and located in the TIF Zone Number Two for the year in which TIF Zone Number Two was designated (2011).

“Tax Increment Fund” shall mean the funds deposited by the City and any Taxing Unit in the tax increment fund for TIF Zone Number Two.

“Taxing Unit” shall mean the City of Richardson, Collin County, Texas and any Taxing Unit that taxes real property within TIF Zone Number Two that enters into an agreement with the City to contribute to the Tax Increment Fund.

“TIF Zone Number Two” shall mean City of Richardson Tax Increment Financing Zone Number Two.

## **Article II Term**

The term of this Agreement shall begin on the Effective Date and shall continue until the Expiration Date, unless sooner terminated as provided herein.

## **Article III TIF Projects**

3.1 In consideration of the mutual benefits to be derived from the funding of the TIF Zone Number Two Improvements and in consideration of the increased future tax base generated from this development, County shall contribute an amount equal to fifty percent (50%) of its Tax Increment to the Tax Increment Fund pursuant to the Act and as authorized by the Collin County Commissioners’ Court Order No. \_\_\_\_\_ dated \_\_\_\_\_, 2013 not to exceed the Maximum Reimbursement Amount. The County shall annually pay its Tax Increment to the Tax Increment Fund beginning with tax year 2013 and continue during the term of TIF Zone Number Two until the Expiration Date, unless sooner terminated as provided herein.

3.2 The County is not obligated to pay the County Tax Increment from any source other than taxes collected on the Captured Appraised Value. Furthermore, the County has no

duty or obligation to pay the County Tax Increment from any other County taxes or revenues or until the County Tax Increment in the TIF Zone Number two is actually collected. The obligation to pay the County Tax Increment accrues as taxes representing the County Tax Increment are collected by the County, and payment shall be due on May 1 of each year the County participates in the TIF Zone Number Two. No interest or penalty will be charged to the County for any late payment received from the County; provided, however, the penalty and interest received by the County on any delinquent taxes from the County Tax Increment shall be paid to the Tax Increment Fund. Any portion of the taxes representing the County Tax Increment that are paid to the County and subsequently refunded pursuant to a provision of the Texas Tax Code, as amended, shall be offset against future payments to the Tax Increment Fund. Further, the County is not required to pay a Tax Increment into the Tax Increment Fund of the TIF Zone Number Two after three (3) years from the date the TIF Zone Number Two is created unless the following conditions exist or have been met within the three (3) year period: (i) the City has acquired property in the TIF Zone Number Two pursuant to the Project Plan; or (ii) construction of improvements pursuant to the Project Plan has begun in the TIF Zone Number Two; or (iii) a development agreement (or agreements) has been approved for Project costs in the TIF Zone Number Two.

3.3 The obligation of the County to participate in the TIF Zone Number Two is limited to the area described in the Project Plan. The County's participation does not extend to the tax increment on any additional property added to the TIF Zone Number Two unless the County specifically agrees to participate in the additional area.

3.4 Notwithstanding anything to the contrary in City's Ordinance creating the TIF Zone Number Two, pursuant to the provisions of Section 311.009(a) of the Texas Tax Code, as amended, the County shall have the right to appoint and thereafter at all times maintain one (1) member on the Board of Directors of the TIF Zone Number Two. Failure of the County to appoint a person to the Board of Directors of the TIF Zone Number Two shall not be deemed a waiver of the County's right to make an appointment at a later date. The County will make good faith efforts to appoint and maintain a person to serve on the Board.

3.5 The City agrees to provide the County with any proposed amendments to the Project Plan at least fourteen (14) days prior to their submission to the City Council for approval.

3.6 Upon termination of the TIF Zone Number Two, and after all obligations of the TIF Zone Number Two have been paid, the City and the Board shall pay to the County, within sixty (60) days of said termination, all monies remaining in the Tax Increment Fund that are attributable to the County Tax Increment paid by the County into the Tax Increment Fund.

3.7 The County's Tax Increment contributed to the Tax Increment Fund shall be applied in the following order of priority: (i) maintenance of a minimum balance of \$50,000 in the Tax Increment Fund; and (ii) for Infrastructure and financing costs as approved by the Board and the City Council for the City. The Tax Increment Fund may not be used for projects not included in the Project Plan. The County's tax increment may only be used for Infrastructure costs shown in the Project Specific Categories listed under the heading titled Collin County

Participation as shown in “Exhibit A”, and for related financing costs also shown in Exhibit “A”.

3.8 No portion of the Tax Increment contributed to the TIF Zone Number Two by the County may be paid to the City for administrative fees.

#### **Article IV Termination**

- 4.1 This Agreement shall terminate upon any one of the following:
- (a) by written agreement of the parties;
  - (b) upon the Expiration Date;
  - (c) by either party, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable;
  - (d) upon County contribution of the Maximum Reimbursement Amount to the Tax Increment Fund; and
  - (e) by the County in the event at least of one of the following has not occurred within three (3) years from the date the TIF Zone Number Two is created: (1) the City has acquired property in the TIF Zone Number Two pursuant to the Project Plan; or (2) construction of improvements pursuant to the Project Plan has begun in the TIF Zone Number Two; or (3) a development agreement (or agreements) has been approved for Project costs in the TIF Zone Number Two.

#### **Article V Miscellaneous**

5.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. This Agreement may not be assigned without the consent of either party.

5.2 Authorization. Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

5.3 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below or on the day actually received when sent by courier or otherwise hand delivered.

If intended for City, to:

Attn: Dan Johnson  
City Manager  
City of Richardson  
Room 201  
411 W. Arapaho Road  
Richardson, Texas 75080

With copy to:

Peter G. Smith  
Nichols, Jackson, Dillard  
Hager & Smith, L.L.P.  
1800 Lincoln Plaza  
500 North Akard  
Dallas, Texas 75201

If intended for County, to:

Judge Keith Self  
Collin County Administration Building  
Suite 4192  
2300 Bloomdale Road  
McKinney, Texas 75071

5.4 Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement, except as provided in any exhibits attached hereto.

5.5 Governing Law. The Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said Court.

5.6 Amendment. This Agreement may be amended by the mutual written agreement of the parties.

5.7 Legal Construction. In the event 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 other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

5.8 Recitals. The recitals to this Agreement are incorporated herein.

5.9 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

5.10 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

5.11 Approval of Parties. Whenever this Agreement requires or permits the approval or consent to be given by a party, the parties agree that such approval or consent shall not be unreasonably withheld, conditioned or delayed.

5.12 Further Assurances. Each party hereby agrees that it will take all actions and execute all documents necessary to fully carry out the purposes and intent of this Agreement.

5.13 Audits. The County may, at its costs, upon ten (10) days prior written notice to the City, examine and audit the City records pertaining to the collection and expenditure of County Tax Increment contributed to the Tax Increment Fund.

*[Signature page to follow]*

**EXECUTED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**CITY OF RICHARDSON, TEXAS**

By: \_\_\_\_\_  
Dan Johnson, City Manager

**ATTEST:**

By: \_\_\_\_\_  
Aimee Nemer, City Secretary

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Peter G. Smith, City Attorney

**EXECUTED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**COLLIN COUNTY, TEXAS**

By: \_\_\_\_\_  
Honorable Keith Self, County Judge

**Exhibit "A"**

**City of Richardson and Collin County  
Project Specific Categories for TIF Zone #2  
(In thousands)**

<b>Project Specific Categories</b>	<b>Estimates West of Plano Rd</b>	<b>Estimates East of Plano Rd</b>	<b>Proj Spec. Category Totals</b>
<b>City Participation</b>			
Open Space - Land Acquisition Cost	\$ 6,067	\$ 1,963	\$ 8,030
Sidewalks/Trails	624	1,146	\$1,770
Street Landscaping	518	937	\$1,455
Electrical	2,276	2,276	\$4,552
Water	245	650	\$895
Sewer	217	575	\$792
Public Art	226	106	\$332
Parking Garages	9,000	13,500	\$22,500
<b>Total City Participation Estimate</b>	<b>\$ 19,173</b>	<b>\$ 21,154</b>	<b>\$ 40,327</b>
<b>Collin County Participation</b>			
Road Network - Land Acquisition Cost	\$ 8,677	\$ 1,609	\$ 10,286
Road Infrastructure (pvmnt, street lights/signals)	4,272	5,977	10,249
Stormwater Drainage	3,607	4,591	8,198
Sub-Total Land/Infrastructure	16,556	12,177	28,733
Open Space - Parks/Plaza	2,272	5,005	7,276
<b>Total Collin County Participation Estimate</b>	<b>\$ 18,827</b>	<b>\$ 17,181</b>	<b>\$ 36,009</b>
<b>Total Land &amp; Infrastructure Cost Estimates</b>	<b>\$ 38,000</b>	<b>\$ 38,336</b>	<b>\$ 76,336</b>
City Administration Costs			1,152
Financing Costs			40,545
<b>Total Estimated Project Costs</b>			<b>\$ 118,033</b>

**Maximum Reimbursement Amount for Collin County**

Collin County will contribute no more than \$36,000,000

# TAB 5

STATE OF TEXAS

§  
§  
§  
§

**Infrastructure Reimbursement Agreement**

**TIF Zone No. 2**

COUNTY OF COLLIN

This Infrastructure Reimbursement Agreement (this “**Agreement**”) is made by and between the City of Richardson, a Texas municipal corporation (the “**City**”), the Board of Directors of the City of Richardson Tax Increment Financing Zone No. 2 (the “**Board**”) and Bush/75 Partners, L.P., a Texas limited partnership (“**Company**”), acting by and through their respective authorized officers or general partner.

**WITNESSETH:**

**WHEREAS**, the City has adopted an ordinance designating a certain contiguous geographical area as City of Richardson Tax Increment Financing Reinvestment Zone No. 2 (the “**Zone**”) in accordance with the Tax Increment Financing Act, Tax Code, Chapter 311 (the “**Act**”) to promote development within TIF Zone No. 2 through the use of tax increment financing; and

**WHEREAS**, the Act authorizes the expenditure of funds derived within a tax increment financing reinvestment zone for the payment of expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the City that are listed in the project plan of the reinvestment zone which expenditures and monetary obligations constitute project costs as defined by the Act; and

**WHEREAS**, the contemplated improvements to be developed and constructed within the Zone as set forth herein are consistent with the project and financing plan of the Zone and with encouraging development within the Zone in accordance with the purposes for its creation and applicable laws; and

**WHEREAS**, the Company owns the real property in the City being described in Exhibit “A”, (the “**Property**”); and

**WHEREAS**, the Company intends to construct, or cause to be constructed, in one or more phases thereon (i) an integrated mixed use development (the “**Development**”) on approximately 57 acres on the western side of the Property extending from Plano Road to the DART Redline (the “**West Side**”) which shall be developed in accordance with the existing zoning, or as may be modified by future action of the City, and (ii) such development on the remainder of the Property east of Plano Road (the “**East Side**”) as is permitted under the existing zoning, or as may be modified by future action by the City (the **Development** and the remaining development hereinafter referred to collectively as the “**Development Program**”); and

**WHEREAS**, the Company anticipates that the Development Program is expected to have a Taxable Value of approximately One Billion Seventy-Five Million Dollars (\$1,075,000,000.00); and

**WHEREAS**, the Company has advised the City that a contributing factor that would induce the Company to undertake the Development Program would be an agreement by the City to provide infrastructure reimbursement from the Zone's tax increment fund to the Company to defray a portion of the cost for the design, construction, financing, and construction management of Public Infrastructure (hereinafter defined) and Open Space and Parks Projects (hereinafter defined) necessary for the Development Program and as generally described in the Zone Project and Financing Plan, as amended (hereinafter defined as the "Project Plan"), and any other eligible project costs under the Act(the "Public Infrastructure" hereinafter defined below) ; and

**WHEREAS**, the City has determined that allocating Zone tax increment to the reimbursement of costs of construction for Eligible Projects (hereinafter defined), associated with the Development Program will further the objectives of the City, will benefit the City and the City's inhabitants and will promote local economic development and stimulate business and commercial activity in the City.

**NOW THEREFORE**, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other consideration the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

### **Article I Definitions**

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

**"Bankruptcy or Insolvency"** shall mean the dissolution or termination of a party's existence as a going business, insolvency, appointment of receiver for any part of such party's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

**"Board"** shall mean the Board of Directors of the Zone.

**"Captured Appraised Value"** shall mean the total taxable value of all real property taxable by a Taxing Unit and located in the Zone for the year less the Tax Increment Base of the Taxing Unit.

**"City"** shall mean the City of Richardson, Texas, acting by and through its City Manager.

**"Commencement of Construction"** with respect to any phase of the Development, the Public Infrastructure, or Open Space and Parks Project, or portion thereof, shall mean that (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of

the Development, the Public Infrastructure, or Open Space and Parks Project, or portion thereof, as the case may be, on the Property; (ii) all necessary permits for the initiation of construction of the phase of the Development, Public Infrastructure, or Open Space and Parks Project, or portion thereof, as the case may be, on the Property pursuant to the respective plans therefore having been issued by all applicable governmental authorities; and (iii) grading of the Property for the construction of the Open Space and Parks Projects or the Public Infrastructure, or portion thereof, as the case may be, has commenced.

**“Company”** shall mean Bush/75 Partners, L.P., a Texas limited partnership, its successors and permitted assigns.

**“Completion of Construction”** shall mean that (i) the construction of the Open Space and Parks Project or the Public Infrastructure, or portion thereof, as the case may be, on the Property has been substantially completed; and (ii) the City has issued an acceptance of the respective Public Infrastructure, or Open Space and Parks Projects.

**“Effective Date”** shall mean the last date of execution hereof by all Parties.

**“Eligible Projects”** shall mean Public Infrastructure, Open Space and Park Projects and those projects contained in the Project Plan and as described in **Exhibit “B”**.

**“Expiration Date”** shall mean the earlier of the date the Parties have fully satisfied their respective obligations or December 31, 2036.

**“Force Majeure”** shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, acts of terrorism, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages.

**“Impositions”** shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Company or any property or any business owned by Company within the City.

**“Infrastructure Costs”** shall mean:

a) the actual Project Costs incurred and paid for the acquisition, design, financing, construction management, and construction of the Eligible Projects, including the Public Infrastructure and/or Open Space and Parks Projects, as the case may be, as verified by the City, which verification shall not be unreasonably withheld. Infrastructure Costs shall include, but not be limited to: (i) design, financing, construction management, and engineering costs for Public Infrastructure or Open Space or Parks Project(s); (ii)

acquisition cost of any portion of the Property which is conveyed to the City for, or in connection with, the construction of Public Infrastructure or Open Space or Parks Project(s), including, but not limited to, rights-of-way, pedestrian easements, utility easements, or similar interests; (iii) costs incurred to satisfy the local match requirement under an agreement between the City and the North Central Texas Council of Governments (“NCTCOG”) and the acquisition cost of any land conveyed for such improvements; and;

b) Interest on any portion of the costs described under part a) not reimbursed by a Reimbursement Payment. Interest shall begin to accrue from the first June 1 following the date the costs were incurred and shall be calculated and applied on each successive June 1 until reimbursement has been made by a Reimbursement Payment pursuant to this Agreement.

**“Interest”** shall mean simple interest at the rate of five percent (5%).

**“Open Space and Parks Projects”** shall mean the parks and open space amenities designated on the Regulating Plan of Ordinance No. 3806, as amended by Ordinance 3892, contained in the Project Plan.

**“Participation Agreement”** shall mean an Agreement between the City and a Taxing Unit for the Taxing Unit to contribute Tax Increment to the Tax Increment Fund.

**“Payment Request”** shall mean a written request from the Company to the City for an annual Reimbursement Payment accompanied by: (i) copies of invoices, bills, receipts and such other information as may be reasonably requested by City to document Infrastructure Costs; and (ii) satisfactory written proof that all amounts owing to contractors and subcontractors for the Public Infrastructure have been paid in full evidenced by the customary affidavits executed by Company and/or its contractors.

**“Project Costs”** shall mean project costs as defined in Chapter 311.

**“Project Plan”** shall mean for the purposes of the rights and obligations of this Agreement, the project plan for the development or redevelopment of the Zone, as amended on December 10, 2012.

**“Public Infrastructure”** shall mean public infrastructure consisting of public streets and roads, water, sewer, drainage, trails, open space and related improvements, and franchise utilities located within public rights-of-way or public easements, including but not limited to, electric utilities and gas utilities within the Zone, including: (1) the design, engineering and construction of public streets, roads, streetscape, traffic signals, bridges, parking facilities and other transportation projects; (2) the design, engineering, construction and installation of water, electric and gas and other utilities; and (3) the design, engineering, construction and installation of drainage and related improvements, storm sewers, detention ponds, retention ponds, drainage pipes, culverts, over-sizing of

facilities, trails, open space, and urban design elements within the Zone as identified in the Project Plan.

**“Reimbursement Payment”** shall mean the annual payment to the Company for the Infrastructure Costs from Tax Increment that has been collected by the Taxing Units and deposited in the Tax Increment Fund, as set forth herein.

**“Related Agreement”** shall mean any agreement (other than this Agreement) by and between the City and the Company, or any of its affiliated or related entities.

**“Tax Increment”** shall mean the total amount of property taxes assessed by a Taxing Unit for the year on the Captured Appraised Value of real property taxable by such Taxing Unit and located in the Zone. The amount of Tax Increment contributed by the Taxing Unit shall be limited to any maximum amount or other terms set forth in the respective Participation Agreement of such Taxing Unit or the ordinance creating Zone, in the case of the City.

**“Tax Increment Base”** shall mean the total taxable value of all real property taxable by a Taxing Unit and located in the Zone for the year in which the Zone was designated (2011).

**“Tax Increment Fund”** shall mean the funds deposited by the City and any Taxing Unit in the Tax Increment Fund for the Zone.

**“Taxable Value”** shall mean the appraised value as certified by the appraisal district, or its successor, for a given year.

**“Taxing Unit”** shall mean the City of Richardson and any taxing unit that taxes real property within the Zone and enters into an agreement with the City to contribute Tax Increment to the Tax Increment Fund.

**“Zone”** shall mean City of Richardson Tax Increment Financing Zone No. 2.

## **Article II Term**

This Agreement shall begin on the Effective Date and shall continue until the Expiration Date, unless sooner terminated as provided herein.

## **Article III Zone Projects**

3.1 **Public Infrastructure.** In conjunction with the development of the Development, the Company agrees to cause the Commencement of Construction of the Public Infrastructure for the Development to occur within three (3) years after the Effective Date.

**3.2 Open Space and Parks Projects.** (a) The Company agrees, subject to events of Force Majeure, to cause the Commencement of Construction of the Mandatory Open Space and Parks Projects on the West Side, to occur prior to the issuance of the first certificate of occupancy for any space adjacent to the respective Open Space and Parks Project, and subject to events of Force Majeure, to cause Completion of the Construction thereof to occur within two (2) years thereafter.

(b) The Company shall, subject to events of Force Majeure, cause the Commencement of Construction of the Open Space and Parks Projects for Open Space A on the East Side as shown on **Exhibit "C"** to occur prior to the issuance of the first certificate of occupancy for any development for any use on either Parcel E-1 or E-3, and, subject to events of Force Majeure, to cause Completion of the Construction of the Open Space and Parks Projects for said Open Space A to occur within two (2) years after Commencement of Construction.

(c) The Company shall, subject to events of Force Majeure, cause the Commencement of Construction of the Open Space and Parks Projects for Open Space B on the East Side as shown on **Exhibit "C"** to occur prior to the issuance of the first certificate of occupancy for any development for any use on either Parcel E-2 or E-4, and, subject to events of Force Majeure, cause Completion of Construction of the Open Space and Parks Projects for said Open Space B to occur within two (2) years after Commencement of Construction.

**3.3 Design and Construction of Projects.** (a) Prior to construction, the Company shall make, or cause to be made, application for any necessary permits and approvals required by the City and any applicable governmental authorities to be issued for the construction of the Development, Open Space and Parks Projects, and the Public Infrastructure. The Company shall require the design, inspection and supervision of the construction of the Development, Open Space and Parks Projects, and the Public Infrastructure to be undertaken in accordance with City standards and regulations.

(b) Prior to Commencement of Construction of the Development, Open Space and Parks Projects or the Public Infrastructure, the Company shall submit, or cause to be submitted, plans and specifications for approval by the City, which approval shall follow regular City processes.

(c) The Company and its contractors shall comply with all local and state laws and regulations regarding the design and construction of the Development, Open Space and Parks Projects and the Public Infrastructure applicable to similar facilities constructed by the City, including, but not limited to, any applicable requirement relating to payment, performance and maintenance bonds. Upon Completion of Construction of any portion of the Public Infrastructure, Open Space and Parks Projects, or the Development, the Company shall provide the City with a final cost summary of all costs incurred and paid associated with the construction of that portion of the Public Infrastructure and Open Space and Parks Projects, and provide proof that all amounts owing to contractors and subcontractors have been paid in full evidenced by the customary affidavits executed by the Company and/or its contractors with regard to that portion of the Public Infrastructure or Open Space and Parks Projects, as the case may be.

3.4 **NCTCOG Standards.** Except as otherwise provided in this Agreement, the construction of the Public Infrastructure and the Open Space and Parks Projects shall be in accordance with the Standard Specifications for Public Works Constructions published by the North Central Texas Council of Governments, as amended, and as modified by the City, and to the extent applicable are hereby incorporated by reference. The Company shall provide construction management services to the City to ensure that construction of the Public Infrastructure and Open Space and Parks Projects are accomplished in accordance with the approved plans.

3.5 **Contracts and Bonds.** The Company agrees to cause the contractors and subcontractors which construct the Public Infrastructure and the Open Space and Parks Projects to provide payment bonds and performance bonds for the construction of the Public Infrastructure and the Open Space and Parks Projects to ensure completion of the Public Infrastructure and the Open Space and Parks Projects in the same manner as contracts that are subject to Chapter 2253, Texas Government Code, in forms reasonably satisfactory to the City.

3.6 **City Public Infrastructure and the Open Space and Parks Projects.**

(a) Notwithstanding anything to the contrary herein, if the Company defaults in its obligations pursuant to Section 3.1 or Section 3.2 above and such default is not cured within thirty (30) days after the City delivers written notice of such default to the Company as provided in Section 3.6(c) below, the City and/or the Board shall have the right, in their sole discretion, to construct the Public Infrastructure and the Open Space and Parks Projects, or portion thereof, after prior notice of said improvements to the Company as provided for herein. In such event that City and/or Board elect to construct the Public Infrastructure and the Open Space and Parks Projects, or portion thereof, all qualified costs incurred by or paid by the City and/or the Board shall be reimbursed to the City and/or Board, as the case may be, through the Reimbursement Payments hereunder as Infrastructure Costs.

(b) The City and/or Board shall be reimbursed for the Public Infrastructure and/or Open Space and Parks Projects undertaken by the City and/or Board in the same manner that Company is paid Reimbursement Payments. The amount to be reimbursed each annual payment date to the City and/or Board under this Section 3.6 shall be a percentage of the annual Tax Increment that is available for reimbursement payments under priority (iv) of Section 4.2 hereof equal to the percentage of Infrastructure Costs for the Public Infrastructure and/or Open Space and Parks Projects undertaken by the City and/or Board compared to the sum of all unreimbursed Infrastructure Costs due to the Company (Infrastructure Costs submitted by the Company and unreimbursed Infrastructure Costs carried forward) and all unreimbursed Infrastructure Costs due to the City and/or Board.

(c) The City shall provide thirty (30) days prior written notice to the Company of the City intention to construct the Public Infrastructure and the Open Space and Parks Projects or portion thereof. The written notice shall identify the Public Improvements and the Open Space and Parks Projects to be constructed, estimated costs and the estimated commencement and completion dates. The Company shall have thirty (30) days after receipt of such notice to notify the City that the Company will cause Commencement and Completion of Construction of Public

Infrastructure and the Open Space and Parks Projects or portion thereof within a mutually agreed construction schedule. In such event the Company shall cause the Commencement and Completion of Construction of Public Infrastructure and the Open Space and Parks Projects or portion thereof within a mutually agreed construction schedule.

(d) In the event the City and/or Board constructs Public Infrastructure or Open Space and Parks Projects, or portion thereof, pursuant to this section, and the Company has incurred Infrastructure Costs for the same Public Infrastructure and Open Space and Parks Projects, or portion thereof, then the Company shall receive reimbursement through the Reimbursement Payments hereunder for the portion of the Infrastructure Costs it has incurred for said Public Infrastructure and the Open Space and Parks Projects, or portion thereof.

3.7 Project Plan Amendments. The parties agree that any amendment to the Project Plan adopted subsequent to December 10, 2012 shall not modify the projects eligible for reimbursement pursuant to this Agreement or otherwise affect the rights and obligations hereunder unless otherwise agreed to by all parties.

#### **Article IV Reimbursement Payments**

4.1 Reimbursement Payments. (a) Subject to the Company's continued satisfaction of all the terms and conditions of this Agreement, the City agrees to reimburse the Company for Infrastructure Costs solely from the Reimbursement Payments from the Tax Increment Funds from the Zone as set forth herein.

(b) The City shall make Reimbursement Payments to the Company for completed Public Infrastructure and Open Space and Parks Projects components on an annual basis within 30 days after receipt of a Payment Request following June 1 of each calendar year (the "**Annual Payment Date**") beginning with June 1 of the calendar year following the Commencement of Construction of the Public Infrastructure.

(c) The amount of each annual Reimbursement Payment shall be the lesser of: (i) the amount of the Infrastructure Costs then eligible for payment pursuant to paragraph (b) of this Section 4.1 that have not been paid to the Company; and (ii) the amount of available Tax Increment Funds after consideration of the Tax Increment Fund Priorities set forth in Section 4.2, below. If there are insufficient funds in the Tax Increment Fund for an annual Reimbursement Payment, the unreimbursed Infrastructure Costs are carried forward, with Interest to succeeding Annual Payment Dates until reimbursement has been made in full or termination of this Agreement, whichever occurs first.

(d) The parties agree that the Reimbursement Payments shall be provided solely from funds from the Tax Increment Fund, and only to the extent that funds are available in the Tax Increment Fund. The Company acknowledges and agrees that the City is only obligated to reimburse the Company for Infrastructure Costs and Interest to the extent that there are available funds from the Tax Increment Fund during the term of this Agreement. The obligation of the

City to pay the Company the Infrastructure Costs and Interest is limited to the extent that there are funds in the Tax Increment Fund available during the term of this Agreement.

(e) The Company agrees to look solely to the Tax Increment Fund, not the City general or other funds, for payment of the Reimbursement Payments to the extent monies in the Tax Increment Fund are available. Nothing in this Agreement shall be construed to obligate the City to provide Reimbursement Payments from any other source of funds or to otherwise require the City to pay the Company for Infrastructure Costs plus Interest in the event there are insufficient funds in the Tax Increment Fund to pay Infrastructure Costs and/or Interest or in the event Zone terminates prior to payment in full of the accrued Infrastructure Costs and Interest (provided the City shall not adopt an ordinance providing for termination of Zone on a date earlier than provided in the ordinance that established Zone unless this Agreement has been terminated). Upon the termination of this Agreement or the Expiration Date, any Infrastructure Costs, Interest and Reimbursement Payments under this Agreement that remain un-reimbursed or that remains unpaid, due to lack of availability of Tax Increment Funds, or due to the failure of the Company to satisfy any precondition of reimbursement under this Agreement, shall no longer be considered Infrastructure Costs or obligations of the Zone, and any obligation of the City to provide Reimbursement Payments to the Company for Infrastructure Costs and Interest shall automatically expire and terminate on such date.

(f) The Parties understand that the Company may request that portions of the Property be removed from the Zone. The City agrees to process and consider a request to delete such portion, subject to the final approval of the City Council and Board.

(g) The Parties acknowledge that pursuant to modifications to development plans for the Development, the Company may, from time to time, desire to reacquire land that has previously been conveyed and/or dedicated to the City for Public Infrastructure. In such event, the City agrees to the extent allowed by law, to process such request subject to the approval of the City Council. To the extent that Company reacquires such land at no additional cost to the Company, unreimbursed Infrastructure Costs to be reimbursed to the Company shall be proportionately reduced in an amount equal to any amount by which the City paid acquisition costs for such property as part of a Reimbursement Payment. If Company is required to make a payment to the City to reacquire such land, City shall make no reduction in unreimbursed Infrastructure Costs.

4.2 **Tax Increment Fund Priorities.** (a) Except as otherwise provided herein, the funds deposited in the Tax Increment Fund shall be applied in the following order of priority:

- (i) amounts pledged or required for payment of outstanding bonds or City debt issued for the Zone projects, if any (and provided that bond proceeds are used or reserved to pay City and Board obligations pursuant to this Agreement);
  - (ii) the reasonable administrative costs of the Zone;
  - (iii) the maintenance of a minimum balance of \$50,000.00 in the Tax Increment Fund;
- and

- (iv) Reimbursement Payments to the Company or City and/or the Board for costs incurred by City pursuant to paragraph 3.6 for the Infrastructure Costs on a pro-rata basis.

(b) The use of Tax Increment contributed by Collin County and any other Taxing Unit shall be subject to any rules, regulations, restrictions, and limitations set forth in the respective Participation Agreement. Specifically, the Company acknowledges that the City shall comply in all respects with the Collin County Policy for County Participation in Tax Increment Reinvestment Zones for use of Collin County Tax Increment for reimbursement of Infrastructure Costs.

4.3 **Current Revenue.** The Reimbursement Payments to be provided herein shall be paid solely from lawful available funds in the Tax Increment Fund. Under no circumstances shall obligations of the City and/or the Board hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision.

4.4 **Tax Protest.** (a) In the event the Company or any owner or lessee of any real property and/or improvements within the Zone ("Protest Property") timely and properly protests or contests (including any motion to correct the appraisal roll) the Taxable Value and/or the taxation of the Protest Property, or any portion thereof, with the applicable appraisal district (or its successor)("Tax Protest") the obligation of the City and the Board to provide the Reimbursement Payments from the Tax Increment Fund with respect to such Protest Property or portion thereof, for such tax year shall be abated with regard to the amount of ad valorem taxes that are in dispute (based on the amount or portion of taxable value of the Protest Property in dispute) until a final determination has been made of such Tax Protest. In the event of a Tax Protest the City shall send written notice to the Company of the amount of ad valorem taxes that are in dispute (based on the amount or portion of taxable value of the Protest Property in dispute). However in the event a Tax Protest results in a final determination that changes the appraised value and/or the Taxable Value of the Protest Property or the amount of ad valorem taxes assessed and due for the Protest Property, or portion thereof, after a Reimbursement Payment has been paid which includes Tax Increment for such Protest Property for such tax year, the Tax Increment Fund will be adjusted accordingly and the Reimbursement Payment with respect to such tax year shall be adjusted (increased or decreased as the case may be) accordingly on the date of payment of the next payment date for a Reimbursement Payment, or within thirty (30) business days after such determination in the event no further Reimbursement Payments are due under the Agreement. In the event there are no further Reimbursement Payments due under this Agreement and Tax Increment with respect to such Protest Property is reduced the Company, shall within thirty (30) days after written demand from the City, reimburse the City for such over payment of any such Reimbursement Payments.

(b) **Refunds.** If the City determines that the amount by which such Reimbursement Payment was less than the correct amount to which the Company was entitled (together with such records, reports and other information necessary to support such determination), the City shall, within thirty (30) days, pay the adjustment to the Company.

4.5 **Third Party Ownership.** Except as provided in Section 7.15 below, no third party purchaser of any portion of the Property shall be deemed an assignee under this Agreement or be entitled to receive any Reimbursement Payments directly from the City hereunder without the execution of an assignment by the Company to such third party, approved in writing by the City Manager. In the absence of any approved and executed assignment that provides otherwise, Reimbursement Payments to the Company shall be calculated based on Tax Increment received by the City from the entire Property regardless of property ownership. Nothing herein shall be construed to limit the ability of the Company to pledge or assign rights to funds from Reimbursement Payments following receipt thereof from the City. Notwithstanding anything to the contrary, the City shall not be required to provide or direct any Reimbursement Payments to any third party in the absence of an assignment approved by the City Manager.

4.6 **Other Sources of Funds.** The City shall cooperate with the Company in investigating and applying for any State or Federal funds that may be used to defray the costs of the Development, the Public Infrastructure, or Open Space and Parks Projects for the Property. This obligation shall continue throughout the development of the Property. In the event sources of funds are secured by the Company and/or the City, without cost to either party then such funds shall be used for payment of Public Infrastructure or the Open Space and Parks Projects, but shall not be reimbursed to either party or constitute Infrastructure Costs for Reimbursement Payments.

4.7 **Fast Track Development.** The City shall expedite all applications, reviews, and approvals needed for the construction of the Development within the Property including the Development Program and the Public Infrastructure.

4.8 **DART Cotton Belt Alignment Project.** Pursuant to the ordinance designating the Zone, the City has designated two-thirds (2/3) of the increase in ad valorem taxes assessed against the real property within the Zone for contribution to the Tax Increment Fund. The Company agrees, notwithstanding anything to the contrary herein, that the amount of the City Tax Increment contributed to the Tax Increment Fund available for payments of annual Reimbursement Payments herein may be reduced to no less than fifty-five (55%) of the increase in ad valorem taxes assessed against the real property within the Zone, if and only if, (a) the financing and development of a passenger rail transportation system by the Dallas Area Rapid Transit Authority, or the regional governmental entity ("Regional Rail") referred to as the "Cotton Belt Commuter Line" has been financially underwritten; (b) such line utilizes the rail route referred to as the "Caruth Route" and stops at the Bush Central DART Station; and, (c) an agreement between the City and/or the Board and the Regional Rail has been executed that stipulates a contribution of a portion of the remaining Tax Increment for the Cotton Belt Commuter Line. In no other event shall less than two-thirds (2/3) of the City Tax Increment be available for payments of annual Reimbursement Payments.

## **Article V**

### **Conditions to City Incentive Payments**

The City's obligation to pay each annual Reimbursement Payment shall be conditioned upon the continued compliance with and satisfaction of each of the terms and conditions of this

Agreement by the Company and each of the conditions set forth below at the time such annual reimbursement Payment is due:

- (a) Good Standing. The Company shall not have an uncured breach or default of any term of this Agreement, or any Related Agreement.
- (b) Undocumented Workers. The Company has not been convicted of a violation under 8 U.S.C. Section 1324a (f).
- (c) Payment Request. Company shall, as a condition precedent to its eligibility to receive a Reimbursement Payment, have provided the City with the applicable Payment Request on or before June 1 of the calendar year in which the Payment Request is made. For any year in which Company incurs Infrastructure Costs for project components that have not yet been completed to be eligible for reimbursement, Company shall submit copies of invoices, bills, receipts and such other information as may be reasonably requested by City to document costs on which Interest shall accrue.

## **Article VI Termination**

6.1 This Agreement shall terminate on the Expiration Date, or may be terminated earlier upon any one of the following:

- (a) by written agreement of the parties;
- (b) by notice from either party in the event the other party materially breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof, provided, however, if such breach is not capable of being cured within thirty (30) days, such period shall be extended for such reasonable periods as may be required under the circumstances so long as the breaching party is diligently prosecuting the cure of such breach to completion not to exceed ninety (90) days;
- (c) by notice from either party, if the other party suffers an event of Bankruptcy or Insolvency;
- (d) by notice from the City, if any Impositions owed to the City or the State of Texas by Company shall become delinquent and shall remain delinquent for more than thirty (30) days after written notice of such delinquency from City to Company (provided, however the Company retains the right to timely and properly protest and contest any such Impositions);
- (e) by notice from either party, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable; or
- (f) by notice from Company prior to the receipt of any Reimbursement Payments provided herein.

6.2 **City Remedies.** In the event the Agreement is terminated by the City pursuant to Section 6.1(b), (c), (d), (e), or (f), the City and Board shall be relieved of any further obligation to pay Reimbursement Payments to the Company for Infrastructure Costs incurred by the

Company prior to or subsequent to the date of termination. In the event the Agreement is terminated pursuant to Section 6.1(b) by the City for an uncured default, the City may also seek specific performance related to such uncured default, and/or actual damages incurred as a result of such uncured default.

6.3 **Company Remedies.** In the event of an uncured default of this Agreement exceeding the duration described in Section 6.1(b), the Company may seek specific performance and/or actual damages incurred as a result of such uncured default.

6.4 **Right of Offset.** The City may at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due and owing to the City from the Company relating to the Property, regardless of whether the amount due arises pursuant to the terms of this Agreement or otherwise, and regardless of whether or not the debt has been reduced to judgment by a court.

## **Article VII Miscellaneous**

7.1 **Binding Agreement.** The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the parties hereto.

7.2 **Limitation on Liability.** It is understood and agreed between the parties that the Company and the City, in satisfying the conditions of this Agreement, have acted independently, and assume no responsibilities or liabilities to third parties in connection with these actions.

7.3 **No Joint Venture.** It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties.

7.4 **Authorization.** Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

7.5 **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received (i) three (3) days after deposit into the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below or (ii) on the day actually received if sent by courier or otherwise hand delivered.

If intended for City or Board, to:

Attn: City Manager  
City of Richardson  
411 W. Arapaho  
Richardson, Texas 75080

With a copy to:

Peter G. Smith  
Nichols, Jackson, Dillard,  
Hager & Smith, L.L.P.  
1800 Lincoln Plaza  
500 North Akard  
Dallas, Texas 75201  
psmith@njdhs.com - email

If intended for Company, to:

Joe Altemore / Sam Swanson  
Bush/75 Partners, L.P.  
4801 W. Lovers Lane  
Dallas, Texas 75209  
(214) 739-5553

With a copy to:

William S. Dahlstrom  
Jackson & Walker, L.L.P.  
901 Main Street, Suite 6000  
Dallas, Texas 75202  
(214) 953-5932  
wdahlstrom@jw.com - email

7.6 **Entire Agreement.** This Agreement is the entire agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.

7.7 **Priority.** The City warrants and represents that there are no other agreements to which funds from the Zone have been committed and that this Agreement shall have priority to the Tax Increment Funds over any other allocation of funds that might hereafter be approved.

7.8 **Governing Law.** The Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

7.9 **Amendment.** This Agreement may only be amended by a written agreement executed by all parties. The City Manager is authorized on behalf of the City and/or the Board to execute any amendments hereto and any instruments or other agreements related hereto.

7.10 **Legal Construction.** In the event 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 other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

For purposes of this Agreement, performance by an affiliate, successor or assign of the Company, or by a person with whom the Company contracts, shall be deemed to be performance by the Company.

7.11 **Recitals**. The recitals to this Agreement are incorporated herein.

7.12 **Counterparts**. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

7.13 **Exhibits**. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

7.14 **Survival of Covenants**. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

7.15 **Successors and Assigns**. This Agreement may not be assigned by the Company without the prior written consent of the City Manager. Notwithstanding the foregoing, this Agreement may be assigned by the Company to KDC Development LLC (or an affiliate thereof) without the prior written consent of the City Manager in connection with the sale of the Property (or any portion thereof) by the Company to KDC Development LLC (or an affiliate thereof); provided, however, no assignment to KDC Development LLC (or an affiliate thereof) shall be effective unless (i) such assignment is made in writing, (ii) the assignee has agreed in writing to assume all of the Company's liabilities and obligations pursuant to this Agreement in a form reasonably acceptable to the City, and (iii) a fully signed copy of such assignment has been delivered to the City Manager. In addition, the Company or any permitted assignee of the Company shall have the right to grant a security interest in this Agreement by collaterally assigning all of the Company's (or permitted assignee's) rights under this Agreement to any lender which provides financing to the Company or its permitted assignee for all or part of the Infrastructure Costs, and the City agrees to execute and deliver any documents reasonably requested by any such lender in order to evidence and/or perfect its rights under this Agreement. At no time shall the City be required to make any payments under this Agreement to any party other than Company or a party to whom this Agreement has been fully assigned and has agreed in writing to assume all liabilities and obligations of the Company set forth in this Agreement unless otherwise agreed to by City.

7.16 **Insurance**. Throughout the term of this Agreement, Company shall, at its expense, maintain in full force and effect, the following insurance:

- (a) A policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Company's performance of its obligations pursuant to this Agreement with (1) a policy of comprehensive general liability (public) insurance with a minimum combined single limit of not less than \$1 Million Dollars per occurrence for bodily injury and property damage with an aggregate of not

less than \$2 Million Dollars; (2) policy of automobile liability insurance covering any vehicles owned and/or operated by the Company, its officers, agents, and employees, and used in the performance of its obligations hereunder with a minimum of \$1 Million Dollars; and (3) statutory Worker's Compensation Insurance covering all employees involved in the performance of its obligations hereunder.

- (b) All insurance shall be endorsed to contain the following provisions: (1) name the City, its officers, agents and employees as additional insured's as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance; (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.
- (d) Policy endorsements and certificates of insurance evidencing the required insurance shall be submitted prior to commencement of Construction of the Public Infrastructure.
- (e) City shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions. Upon such request by City, Company shall exercise reasonable efforts to accomplish such changes in policy coverage, and shall pay the cost thereof.

**7.17 Release and Indemnification.**

THE CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE ACTS OR OMISSIONS OF THE COMPANY PURSUANT TO THIS AGREEMENT. THE COMPANY HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY. THE COMPANY DOES HEREBY INDEMNIFY AND SAVE HARMLESS THE CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND

ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY ARISING FROM THE COMPANY'S BREACH OF ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF THE COMPANY, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, SUBCONTRACTORS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS IN THE PERFORMANCE OF THIS AGREEMENT (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO THE SOLE NEGLIGENCE OR WILLFUL ACT OF THE CITY). IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF BOTH THE CITY AND COMPANY, THE RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST CITY IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, THE COMPANY SHALL BE REQUIRED, ON NOTICE FROM CITY, TO DEFEND SUCH ACTION OR PROCEEDINGS AT THE COMPANY'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO THE CITY. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

7.18 **Employment of Undocumented Workers.** During the term of this Agreement the Company agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. Section 1324a (f), the Company shall repay the amount of any Reimbursement Payment or other funds received by the Company from the City from the date of this Agreement to the date of such violation within 120 days after the date the Company is notified by the City of such violation, plus interest at the rate of 6% compounded annually from the date of violation until paid. The Company is not liable for a violation of this section by a subsidiary, affiliate, or franchisee of the Company or by a person with whom the Company contracts.

*(Signature page to follow)*

EXECUTED on this 17 day of December, 2012.

CITY OF RICHARDSON, TEXAS

By: [Signature]  
Dan Johnson, City Manager

ATTEST:

By: [Signature]  
~~Aimee Netherly~~ City Secretary  
VLS Vickie Schmid

EXECUTED on this 17 day of December, 2012.

BOARD OF DIRECTORS, CITY OF RICHARDSON TAX INCREMENT REINVESTMENT ZONE NO. 2

By: [Signature]  
Name: Richard Ramey  
Board Chairman

EXECUTED the 17 day of December, 2012.

BUSH/75 PARTNERS, L.P., A TEXAS LIMITED PARTNERSHIP

By: [Signature]  
Name: Joe Allmore  
Title: manager, Bush/75 LP, LLC

**Exhibit "A"**  
**Legal Description**

**Tract 1**

**METES AND BOUNDS DESCRIPTION**  
**38.486 ACRE TRACT**

**BEING** a tract of land situated in the James G. Vance Survey, Abstract No. 938, City of Richardson, Collin County, Texas and being part of a tract of land described in Special Warranty Deed to Bush/75 Partners L.P. described in Instrument No. 20090828001082150 of the Official Public Records of Collin County, Texas and being more particularly described as follows:

**BEGINNING** at a 5/8" iron rod with plastic cap stamped "KHA" set at the easternmost end of a right-of-way corner clip at the intersection of the south right-of-way line of State Highway No. 190 (a variable width right-of-way) and the west right-of-way line of Plano Road (State Highway No. 5, a 140-foot wide right-of-way);

**THENCE** with said west right-of-way line, the following courses and distances:

South 0°18'59" East, a distance of 669.30 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 0°26'05" East, a distance of 701.33 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the northeast corner of a tract of land described in Special Warranty Deed to BCS MF I, LLC recorded in Instrument No. 20121017001322630, Land Records of Collin County, Texas;

**THENCE** departing said west right-of-way line and with the north line of said BCS MF 1, LLC tract, the following courses and distances:

North 88°17'07" West, a distance of 225.81 feet to a 5/8" iron rod with plastic cap stamped "KHA" found for corner;

South 89°12'53" West, a distance of 100.78 feet to a 5/8" iron rod with plastic cap stamped "KHA" found for corner;

North 0°47'07" West, a distance of 22.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" found for corner;

South 89°12'53" West, a distance of 701.62 feet to a 5/8" iron rod with plastic cap stamped "KHA" found for corner;

South 56°42'53" West, a distance of 33.74 feet to a 5/8" iron rod with plastic cap stamped "KHA" found at the northernmost northwest corner of said BCS MF 1, LLC tract;

**THENCE** with the west line of said BCS MF1, LLC tract, the following courses and distances:

South 24°12'53" West, a distance of 57.79 feet to a 5/8" iron rod with plastic cap stamped "KHA" at the beginning of a tangent curve to the right having a central angle of 7°00'00", a radius of 520.50 feet, a chord bearing and distance of South 27°42'53" West, 63.55 feet;

In a southwesterly direction, with said curve to the right, an arc distance of 63.59 feet to a 5/8" iron rod with plastic cap stamped "KHA" found at the end of said curve;

South 31°12'53" West, a distance of 179.70 feet to a 5/8" iron rod with plastic cap stamped "KHA" found at the beginning of a tangent curve to the right having a central angle of 18°00'00", a radius of 320.50 feet, a chord bearing and distance of South 40°12'53" West, 100.27 feet;

In a southwesterly direction, with said curve to the right, an arc distance of 100.69 feet to a 5/8" iron rod with plastic cap stamped "KHA" found at the end of said curve;

South 49°12'53" West, a distance of 167.14 feet to a 5/8" iron rod with plastic cap stamped "KHA" found at the beginning of a tangent curve to the left having a central angle of 29°05'03", a radius of 216.50 feet, a chord bearing and distance of South 34°40'21" West, 108.72 feet;

In a southwesterly direction, with said curve to the left, an arc distance of 109.90 feet to a 5/8" iron rod with plastic cap stamped "KHA" found at the end of said curve;

South 20°07'49" West, a distance of 64.46 feet to a 5/8" iron rod with plastic cap stamped "KHA" found for corner;

South 35°19'39" East, a distance of 45.36 feet to a 5/8" iron rod with plastic cap stamped "KHA" found at the southernmost southwest corner of said BCS MF 1, LLC tract;

**THENCE** with the south line of said BCS MF 1, LLC tract, the following courses and distances:

North 89°12'53" East, a distance of 1406.59 feet to a 5/8" iron rod with plastic cap stamped "KHA" found at the beginning of a non-tangent curve to the left having a central angle of 49°46'56", a radius of 90.00 feet, a chord bearing and distance of North 41°07'00" East, 75.76 feet;

In a northeasterly direction, with said curve to the left, an arc distance of 78.20 feet to a 5/8" iron rod with plastic cap stamped "KHA" found at the end of said curve and in said west right-of-way line of Plano Road;

**THENCE** with said west right-of-way line, South 0°26'05" East, a distance of 66.39 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the intersection of said west right-of-way line and the north right-of-way line of Renner Road (a variable width right-of-way);

**THENCE** with said north right-of-way line, South 89°12'53" West, a distance of 1580.68 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the intersection of said north right-of-way line and the east line of a Dallas Area Rapid Transit right-of-way (150 feet wide at this point);

**THENCE** with said east right-of-way line, the following courses and distances:

North 20°06'53" East, a distance of 1035.05 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 69°53'07" West, a distance of 50.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 20°06'53" East, a distance of 441.94 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the southwest corner of a tract of land described in Dedication

Deed to Dallas Area Rapid Transit, recorded in Volume 5017, Page 3250, Land Records of Collin County, Texas;

South 89°31'24" East, a distance of 129.20 feet to a 5/8" iron rod with plastic cap stamped "GEOGRAM" found at the southeast corner of said Dallas Area Rapid Transit tract;

**THENCE** with the east and south lines of said Dallas Area Rapid Transit tract, the following courses and distances:

North 14°11'03" West, a distance of 171.58 feet to a 5/8" iron rod with plastic cap found for corner;

North 20°06'53" East, a distance of 446.96 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 39°54'27" East, a distance of 114.85 feet to a 5/8" iron rod with plastic cap stamped "GEOGRAM" found for corner;

South 86°06'47" East, a distance of 410.50 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

North 49°29'55" East, a distance of 65.76 feet to a 5/8" iron rod with plastic cap stamped "GEOGRAM" found for corner;

North 83°06'32" East, a distance of 23.27 feet to a 5/8" iron rod with plastic cap stamped "KHA" set in said south right-of-way line of U.S. Highway No. 190;

**THENCE** with said south right-of-way line, South 88°49'49" East, a distance of 239.20 feet to a 5/8" iron rod with illegible plastic cap found at the westernmost end of said right-of-way corner clip;

**THENCE** with said right-of-way corner clip, South 44°07'56" East, a distance of 99.70 feet to the **POINT OF BEGINNING** and containing 38.486 acres or 1,676,437 square feet of land.

All bearings shown are relative to grid north of the Texas Coordinate System of 1983 based on the City of Richardson control monument system. All dimensions shown are ground distances.

**Tract 2**

**METES AND BOUNDS DESCRIPTION  
147.516 ACRE TRACT**

**LEGAL DESCRIPTION**

**BEING** a tract of land situated in the F.J. Vance Survey, Abstract No. 939, in the City of Richardson, Collin County, Texas, and being all of a called Tract 2 as described in a Special Warranty Deed to Bush/75 Partners L.P., recorded in Document No. 20090828001082150 of the Land Records of Collin County, Texas, and being all of a called 1.058 acre tract of land described in a Special Warranty Deed to Bush/75 Partners L.P., recorded in Document No. 20110408000369160 of the Land Records of Collin County, Texas and being more particularly described as follows (bearings system based on the City of Richardson (Texas) Coordinate System);

**BEGINNING** at the southwest corner of a corner clip at the intersection of the north right-of-way line of East Renner Road (a variable width right-of-way) and the west right-of-way line of West Wyndham Lane (a 85-foot wide public right-of-way) at a 5/8-inch iron rod with a cap stamped "KHA" set for the **POINT OF BEGINNING**;

**THENCE** with the north right-of-way line of East Renner Road, the following courses and distances, to wit:

South 89°20'56" West, a distance of 2020.45 feet to a 5/8-inch iron rod with cap stamped "KHA" set for corner;

South 89°10'46" West, a distance of 681.41 feet to a 5/8-inch iron rod with cap stamped "KHA" set for corner;

North 83°56'47" West, a distance of 100.26 feet to a 5/8-inch iron rod with cap stamped "KHA" set for corner;

South 89°10'46" West, a distance of 350.00 feet to a 5/8-inch iron rod with cap stamped "KHA" set for the southeast corner of a corner clip at the intersection of the north right-of-way line of East Renner Road and the east right-of-way line of State Highway No. 5 (Plano Parkway, a 140-foot wide public right-of-way);

**THENCE** with said corner clip, North 45°35'38" West, a distance of 14.09 feet to a 5/8-inch iron rod with cap stamped "KHA" set for corner;

**THENCE** with the east right-of-way line of State Highway No. 5, North 00°26'05" West, a distance of 1313.04 feet to a 5/8-inch iron rod with cap stamped "KHA" set for corner;

**THENCE** continuing with the east right-of-way line of State Highway No. 5, North 00°18'59" West, a distance of 653.65 feet to a 5/8-inch iron rod with cap stamped "KHA" set for the southwest corner of a corner clip at the intersection of the east right-of-way line of said State

Highway No. 5 (also known as Plano Road) and the south right-of-way line of State Highway No. 190 (President George Bush Turnpike, a variable width public right-of-way);

**THENCE** with said corner clip, North  $46^{\circ}51'31''$  East, a distance of 102.48 feet to a TxDOT monument found for corner;

**THENCE** with the south right-of-way line of said State Highway No. 190, South  $86^{\circ}57'17''$  East, passing at a distance of 204.20 feet, the northwest corner of said 1.058 acre tract, continuing for a total distance of 617.30 feet to a TxDOT monument found for corner ;

**THENCE** continuing with the south right-of-way line of said State Highway No. 190, the following courses and distances, to wit:

South  $82^{\circ}55'01''$  East, a distance of 100.32 feet to a TxDOT monument found for corner;  
South  $88^{\circ}55'32''$  East, a distance of 200.27 feet to a TxDOT monument found for corner;  
South  $86^{\circ}51'32''$  East, a distance of 800.00 feet to a TxDOT monument found for corner;  
South  $78^{\circ}33'27''$  East, a distance of 212.29 feet to a 5/8-inch iron rod with cap stamped "KHA" set for corner;  
North  $85^{\circ}39'47''$  East, a distance of 191.47 feet to a 5/8-inch iron rod with cap stamped "KHA" set for corner;  
South  $88^{\circ}15'53''$  East, a distance of 300.10 feet to a 5/8-inch iron rod with cap stamped "KHA" set for corner;  
South  $84^{\circ}03'54''$  East, a distance of 100.15 feet to a 5/8-inch iron rod with cap stamped "KHA" set for corner;  
South  $89^{\circ}13'05''$  East, a distance of 100.13 feet to a 5/8-inch iron rod with cap stamped "KHA" set for corner;  
South  $86^{\circ}46'31''$  East, a distance of 65.91 feet to a 5/8-inch iron rod with cap stamped "KHA" set for corner;  
South  $83^{\circ}03'40''$  East, a distance of 193.02 feet to a 5/8-inch iron rod with cap stamped "KHA" set for corner;  
South  $86^{\circ}52'31''$  East, a distance of 215.52 feet to a 5/8-inch iron rod with cap stamped "KHA" set for the beginning of a curve to the right in the west right-of-way line of Wyndham Lane (a 85-foot wide public right-of-way) dedicated to the City of Richardson according to the plat Right-of-Way Dedication-Galatyn Park North, recorded in Cabinet L, Page 618 of the Plat Records of Collin County, Texas;

**THENCE** leaving the south right-of-way line of State Highway No. 190, with the west right-of-way line of Wyndham Lane, southeasterly, with said curve to the right, through a central angle of  $66^{\circ}30'20''$ , having a radius of 140.00 feet, and a chord bearing and distance of South  $34^{\circ}53'52''$  East, 153.53 feet, an arc length of 162.50 feet to a 5/8-inch iron rod with cap stamped "KHA" set for the beginning of a reverse curve to the left;

**THENCE** with the west right-of-way line of Wyndham Lane, the following courses and distances, to wit:

Southerly, with said curve to the left, through a central angle of  $16^{\circ}48'38''$ , having a radius of 842.50 feet, and a chord bearing and distance of South  $10^{\circ}03'01''$  East, 246.30 feet, an arc length of 247.19 feet to a 5/8-inch iron rod with cap stamped "KHA" set for the end of the curve;

South  $18^{\circ}27'20''$  East, a distance of 229.45 feet to a 5/8-inch iron rod with cap stamped "KHA" set for the beginning of a curve to the right;

Southerly, with said curve to the right, through a central angle of  $40^{\circ}14'11''$ , having a radius of 957.50 feet, and a chord bearing and distance of South  $01^{\circ}39'46''$  West, 658.68 feet, an arc length of 672.41 feet to a 5/8-inch iron rod with cap stamped "KHA" set for the end of the curve;

South  $21^{\circ}46'52''$  West, a distance of 251.13 feet to a 5/8-inch iron rod with cap stamped "KHA" set for the beginning of a curve to the left;

Southerly, with said curve to the left, through a central angle of  $21^{\circ}48'34''$ , having a radius of 742.50 feet, and a chord bearing and distance of South  $10^{\circ}52'35''$  West, 280.93 feet, an arc length of 282.63 feet to a 5/8-inch iron rod with cap stamped "KHA" set for the end of the curve;

South  $00^{\circ}01'42''$  East, a distance of 60.63 feet to a 5/8-inch iron rod with cap stamped "KHA" set for the northeast corner of a corner clip at the intersection of the west right-of-way line of said Wyndham Lane and the north right-of-way line of said East Renner Road;

**THENCE** with said corner clip, South  $43^{\circ}55'28''$  West, a distance of 35.04 feet to the **POINT OF BEGINNING** and containing 147.516 acres of land.

All bearings shown are relative to grid north of the Texas Coordinate System of 1983 based on the City of Richardson control monument system (North Central Zone 4202). All dimensions shown are ground distances.

**Exhibit "B"**  
**Eligible Projects**

**West of Plano Road Projects**

**Open Space**

Eliptibout  
Central Plaza  
Triangle Plaza  
Dart Plaza - North  
Dart Plaza - South  
Entry Plaza  
South Green  
Trail Park

**Infrastructure (roadway improvements, traffic signalization, signage and wayfinding, streetlights and sidewalks, landscaping and street furniture)**

Retail Way (A)  
DART Way (B)  
North / South (C1)  
North / South (C2)  
North / South (C3)  
East / West (D1)  
East / West (D2)  
Infocom (E)  
Routh Creek (F)  
Renner Road (G)  
Plano Road - N (X)  
Plano Road - S1 (Y)  
Plano Road - S2 (Z)

**Parking Garages**

Structured Spaces - 500  
Structured Spaces - 500

**Storm Drainage Collection Systems**

Pond Outfall Structures  
Detention Ponds  
Box Culverts

**Water Distribution Systems**

**Wastewater Collection Systems**

**Electric Systems** (duct banks, transmission lines and manholes)

## **East of Plano Road Projects**

### **Open Space**

Central Park  
Eastern Park  
SW Retail Park  
Entry Plaza East  
Rustic Park

### **Infrastructure (roadway improvements, traffic signalization, signage and wayfinding, streetlights and sidewalks, landscaping and street furniture)**

Retail Way (A1)  
Hotel Way (B1)  
Retail Way (A3)  
Retail Way (A4)  
Central Park N (A2)  
Central Park W (C1)  
Central Park EN (C2)  
Central Park S (C3)  
Central Park ES (C4)  
East / West (B2)  
Garage Way W (D1)  
Center Drive (D2)  
Garage Way E (E1)  
Eastern Park N (E2)  
Eastern Park W (E3)  
Eastern Park S (E3)  
Eastern Park E (E4)  
East Drive N (E5)  
East Drive S (E6)  
SW Retail Drive (C5)  
Fox North (D3)  
Infocom (F)  
Renner Trail  
Plano Road - N (P)  
Plano Road - S1 (Q)  
Plano Road - S2 (R)  
Ped. Xing - Plano Rd

### **Parking Garages**

Structured Spaces - 500  
Structured Spaces - 500  
Structured Spaces - 500

**Storm Drainage Collection Systems**

Pond Outfall Structures  
Detention Ponds  
Box Culverts

**Water Distribution Systems**

**Wastewater Collection Systems**

**Electric Systems** (duct banks, transmission lines and manholes)



# TAB 6

**Collin County**  
**TIF/TIRZ Participation Percentage Analysis**

<b>TIRZ # 2</b>
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**City TIF Related Revenues**

City Real Property Taxes Retained (1)	\$ 53,220,171	33.33%
City Real Property Taxes to TIF	\$ 106,440,338	66.67%
Sub Total Property Taxes	\$ 159,660,509	100.00%
City Projected Sales Taxes (2)	\$ 20,268,346	
Total Revenue Generated	\$ 179,928,855	

**County Participation Percentage Calculation**

City Revenues to TIF	\$ 106,440,338
Total Revenue Generated by TIF	\$ 179,928,855

**County Participation Percentage Test 59.16%**

*(1) Does not include \$5,950 in base taxes for years 1-25 and \$47,992,053 in total taxes received after the TIF expires for years 26-30 shown in schedule 5*

*(2) Does not include \$6,182,803 in projected sales taxes received shown on schedule 9 for years 26-30, which is after the TIF expires.*

*Source: Project and Financing Plan*

TAB 7

## TIF #2 Summary Information

### Nov. 2012 Final Project & Financing Plan

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#### City and County Taxes Retained for years 1-30 (Schedules 9, 10 & 11)

City Taxes Retained - 33.33%

Real Prop Taxes	\$ 101,218,174
BPP Taxes	\$ 21,800,418
Sales Tax	\$ 26,451,149
Total	<u>\$ 149,469,741</u>

County Taxes Retained - 50%

Real Prop Taxes	\$ 48,300,872
BPP Taxes	\$ 8,237,452
Total	<u>\$ 56,538,324</u>

#### Taxes to the TIF Fund for Years 1-25 (Schedule 7)

Revenue to TIF - Years 1-25

	<u>Final Plan</u>
City Taxes at 66.67%	\$ 106,440,338
County Taxes at 50%	\$ 30,164,464
Total	<u>\$ 136,604,802</u>

#### Other Information

	<u>Final Plan</u>
Gross Floor Area (sq ft)	7,980,555
Retail sq ft	300,000
Multi-Family Units	4,000
Data Center sq ft	74,555
Developer's Cost	\$ 1,573,542,500
Estimated Initial Dev Tax Value	\$ 1,075,260,000
Taxable Appraised Dev Value 2036	\$ 1,466,591,174

*Source: Project and Financing Plan*

# TAB 8

**City of Richardson**  
**Historical Value for Properties in TIRZ District Two**  
**For Tax Years 2008 through 2012**  
**Prepared 1/25/2013**

	Values			City		County	
	Market	Exemption	Taxable	Rate	Tax	Rate	Tax
2012	40,759,279	(24,712,900)	16,046,379	0.63516	\$ 101,920	0.2400	\$ 38,511
2011	25,614,376	(25,576,891)	37,485	0.63516	\$ 238	0.2400	\$ 90
2010	25,562,654	(25,395,752)	166,902	0.63516	\$ 1,060	0.2400	\$ 401
2009	25,562,654	(25,267,620)	295,034	0.57516	\$ 1,697	0.2425	\$ 715
2008	41,131,963	(40,666,328)	465,635	0.57516	\$ 2,678	0.2425	\$ 1,129