

STATE OF TEXAS           §           **First Amendment to Tax Increment Reinvestment Zone**  
                                     §           **Participation Agreement for Financing Reinvestment Zone**  
COUNTY OF DALLAS   §           **No. 1 (Mercer Crossing)**

This First Amendment to Tax Increment Reinvestment Zone Participation Agreement Financing Reinvestment Zone No. 1 (the “First Amendment”) is by and between the City of Farmers Branch, Texas, (the “City”), and Carrollton-Farmers Branch Independent School District (the “District”) (collectively the City and District, referred to as the “Parties”, or singularly as a “Party”), acting by and through their authorized representatives.

**W I T N E S S E T H:**

**WHEREAS**, the Parties previously entered into that certain Tax Increment Reinvestment Zone Participation Agreement for Financing Reinvestment Zone No. 1 dated August 31, 1999 (the “Participation Agreement”); and

**WHEREAS**, the Parties desire to amend the Participation Agreement as set forth herein;

**NOW, THEREFORE**, upon and for the mutual consideration stated herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. That Section 1.2 of the Participation Agreement is hereby amended by amending the definition of “Zone School Project”, “Zone School Project Costs”, and “Zone School Project Site” to read as follows:

““Zone School Project” means<sup>1</sup> (i) demolition of the building located at 2807 Amber Lane, Farmers Branch, Texas (the former Montgomery Elementary School) and the replacement with multipurpose green space (estimated cost \$1,500,000.00); (ii) improvements to exterior, entryway and interior improvements at McLaughlin Strickland Schools (estimated cost \$400,000.00); (iii) the demolition of building located at 2580 Valley View Lane, Farmers Branch, Texas 75237 (the former Science Center) and replacement with multipurpose green space (estimated cost \$750,000.00); (iv) the relocation or removal of electronic equipment located at the District’s Technology Learning Center to a new location to be determined by the District; (v) payments on bonds (principal and interest) issued by District to fund the costs related to the foregoing educational facilities and other Zone School Projects and Zone School Sites (estimated cost \$9,078,202.00); and (vi) the administrating, operating, and maintenance expenses associated or related to any of the Zone School Projects and Zone School Sites, located within the Zone or outside the Zone but within the municipal boundaries of both the City of Farmers Branch, Texas, and the Carrollton-Farmers Branch

---

<sup>1</sup> These amounts are estimates and do not limit expenditures from the Tax Increment Fund as the Zone Board authorizes.

Independent School District, including Field Middle School, Stark Elementary School, McLaughlin Strickland Schools, Blair Elementary School, and Farmers Branch Elementary School (estimated cost \$1,510,335.00) (but excluding the Carrollton-Farmers Branch Independent School District's Technology Learning Center located at 2427 Carrick Street, Farmers Branch, Texas 75234), provided such project benefits the Zone by serving current or future students of the Carrollton-Farmers Branch Independent School District that reside or may in the future reside within the Zone, as a project under the Plans and the Act, and jointly used, or intended to be jointly used, by the School District and the City as set forth in Section 311.008 of the Act and in accordance with that certain Interlocal Agreement by and between the City and School District dated August 31, 1999.”

““Zone School Project Costs” mean the costs of financing, demolishing, replacing, relocating, removing, administering, constructing, equipping, maintaining, improving, operating one or more of the Zone School Projects, including payments on bonds (principal and/or interest) applicable to such Zone School Projects.”

““Zone School Project Site” means the land included within the Zone or outside the Zone but located within the boundaries of both the Carrollton-Farmers Branch Independent School District and the City of Farmers Branch, (excluding the Carrollton-Farmers Branch Independent School District's Technology Learning Center located at 2427 Carrick Street, Farmers Branch, Texas 75234) and on which a Zone School Project is located or constructed.”

2. That the Interlocal Agreement by and between the City and District dated August 31, 1999, and attached as Exhibit “A” to the Participation Agreement (the “Interlocal Agreement”) is hereby amended to include the new definitions contained in this First Amendment and to include Zone School Projects both within the Zone or outside the Zone as described herein.

3. That the Participation Agreement and Interlocal Agreement shall remain in full force and effect, except as amended herein. In the event of any inconsistency between any term or condition of the Participation Agreement or Interlocal Agreement and any term or condition of this First Amendment, the terms and conditions of this First Amendment shall control for all purposes and respects and the Participation Agreement or Interlocal Agreement shall be deemed amended so as to be consistent herewith.

4. That this First Amendment shall not become effective unless and until: (i) the City Council of the City approves an amendment to the Project and Financing Plan for City of Farmers Branch Tax Increment Reinvestment Zone No. 1 consistent with this First Amendment; (ii) the Parties entered into a purchase and sale agreement wherein the City agrees to purchase from the District the real property and improvements located at 2427 Carrick Street, Farmers Branch, Texas, commonly referred to as the Carrollton-Farmers Branch Independent School District Technology Learning Center (the “PSA”); and (iii) the City closing on the purchase of the Carrollton-Farmers Branch

Independent School District Technology Learning Center from the District pursuant to the PSA, subject to any lease-back provisions contained in the PSA.

5. That this First Amendment may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This First Amendment may be transmitted by facsimile machine or by electronic scanning and electronic mail, and the parties intend that faxed or scanned signatures shall constitute original signatures. A facsimile copy or any counterpart or conformed copy of this First Amendment with the signature, original, faxed, or scanned, of all of the parties shall be binding on the parties.

6. That if any term, covenant or condition of this First Amendment or its application to any person or circumstance shall be invalid or unenforceable, the remainder of this First Amendment, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected, and each term shall be valid and enforceable to the fullest extent permitted by law.

*[Signature page to follow]*

**EXECUTED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**FARMERS BRANCH, TEXAS**

By: \_\_\_\_\_  
Charles S. Cox, City Manager

**APPROVED AS TO FORM:**

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

**EXECUTED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**CARROLLTON-FARMERS BRANCH INDEPENDENT  
SCHOOL DISTRICT**

By: \_\_\_\_\_  
Dr. Bobby Burns, Superintendent