Board of Directors
Lake Dallas Community Development Corporation
Regular Meeting
City Hall, 212 Main Street, Lake Dallas, TX 75065
January 10, 2022 at 7:00 p.m.
Agenda

1. **Call to Order & Determination of Quorum**

2. **Citizen Agenda & Public Comment:** An opportunity for citizens to address the Lake Dallas Community Development Corporation (CDC) Board on matters which are not scheduled for consideration by the CDC on this agenda. The Texas Open Meeting Act prohibits deliberation by the CDC of any subject which is not on the posted agenda; therefore, the CDC Board will not be able to discuss or take any action on items discussed during the citizen presentations. Citizen presentation will be limited to five (5) minutes per person.

3. **Approval of the December 13, 2021 minutes.**

4. **Approval of the November 2021 financials.**

5. **Receive a report, hold a discussion, and take appropriate action, if any, authorizing negotiation and execution of a professional services agreement with AXIS Realty Group for brokerage services for LDCDC-owned properties.**

6. **Receive a report, hold a discussion, and take appropriate action, if any, authorizing negotiation and execution of a contract for asbestos abatement and demolition services for 1000 – 1002 S. Stemmons Freeway.**

7. **Conduct a public hearing and take appropriate action regarding a project relating to the sale and development of the property located at 312 Main Street and providing a granted related thereto.**

8. **<u>Executive Session</u>: Conduct a closed meeting pursuant to Texas Government Code Section 551.072 and Section 551.087 to receive a preliminary concept presentation from Project Public Service.**

9. **Return to Open Session: Take action, if any, pursuant to discussions conducted in Executive Session.**

10. **Announcements or requests for future agenda items.**

11. **Adjourn**

I certify that the above notice of this meeting posted on the bulletin board at City Hall of the City of Lake Dallas, Texas on January 7, 2022 at 5:00 p.m.

Codi Delcambre
____
Codi Delcambre, City Secretary

If you plan to attend this via teleconference public meeting and you have a disability that requires special arrangements at this meeting, please contact City Secretary's Office at (940) 497-2226 ext. 103 or fax (940) 497-4485 at least two (2) working days prior to the meeting so that appropriate arrangements can be made.

State of Texas
County of Denton
City of Lake Dallas

The Community Development Corporation of the City of Lake Dallas met for a regular meeting on December 13, 2021, in the Lake Dallas City Hall, 212 Main Street, with notice of the meeting posted, as required, by Title 5, Chapter 551.041 of the Texas Government Code.

1. **Call to Order**
   Mike Mayberry called the meeting to order at 7:01 p.m.

   Present:

Mike Mayberry	Chairperson, Member 6
Charlie Price	Member 1
Terry Tuck	Vice Chairperson, Member 2
Evan Huff	Member 5 (arrived 7:04 p.m.)
Glynn Vrba	Member 7

   Absent:

Andi Nolan	Member 4
Kristy Bleau	Member 3

   Staff members: City Secretary Codi Delcambre, Assistant to the City Manager Lancine Bentley.

2. **Citizen Agenda & Public Comment:**
   Mike Mayberry opened Citizen's Agenda.

   No one spoke.

   Mike Mayberry closed the Citizen's Agenda.

3. **Approval of the October 11, 2021 and November 15, 2021 minutes.**

   Motion approve the November 2021 minutes as amended was made by Mike Mayberry and seconded by Charlie Price.
   Ayes: Terry Tuck, Glynn Vrba, Mike Mayberry, and Charlie Price.
   Noes: None
   Motion Passed 4-0

4. **Approval of the September and October 2021 financials.**

   Motion approve the September and October 2021 financials was made by Mike Mayberry and seconded by Evan Huff.
   Ayes: Evan Huff, Terry Tuck, Glynn Vrba, Mike Mayberry, and Charlie Price.
   Noes: None
   Motion Passed 5-0

5. **Receive a report, hold a discussion, and take appropriate action, if any, to modify the Scope of Work in the property maintenance agreement with Freedom Commercial Services, LLC.**

   Received a report from Development Services Coordinator Lancine Bentley. No action was taken.

6. **Receive a report, hold a discussion, and take appropriate action, if any, authorizing negotiation and execution of a professional services agreement with AXIS Realty Group for brokerage services for LDCDC-owned properties.**

   Received a report from Development Services Coordinator Lancine Bentley. No action was taken.

7. **Receive a report, hold a discussion, and take appropriate action, if any, authorizing negotiation and execution of a contract for asbestos abatement and demolition services for 1000 – 1002 and 1004 S. Stemmons Freeway.**

   Received a report from Development Services Coordinator Lancine Bentley. No action was taken.

8. **Executive Session: Conduct a closed meeting pursuant to Texas Government Code Section 551.072 to deliberate the purchase, exchange, lease, sale, or value of real property located within the Downtown Overlay and I35 Business Corridor Districts.**

   CDC Board convened into Executive Session at 7:22 p.m.

9. **Return to Open Session: Take action, if any, pursuant to discussions conducted in Executive Session.**

   CDC Board reconvened into Executive Session at 9:09 p.m.

10. **Announcements or requests for future agenda items.**

11. **Adjourn**

    Mike Mayberry adjourned the meeting at 9:50 p.m.

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Mike Mayberry, Chairperson

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Codi Delcambre, City Secretary

Lake Dallas Community Development Corporation

Monthly Financial Reports
November 2021

Lake Dallas Community Development Corporation
Monthly Financial Summary
November 2021

This report represents two months of operations for Fiscal Year 2022.

CDC	Budget	Current Month	Year to Date	YTD %
Revenues	$415,300	$43,538	$80,936	19.5%
Expenditures	$466,332	$8,828	$31,984	6.9%
Net	**($51,032)**	**$34,710**	**$48,952**	

The year-to-date total revenues and expenditures for Lake Dallas Community Development Corporation are $80,936 and $31,984. They represent 19.5% and 6.9% of the budget.

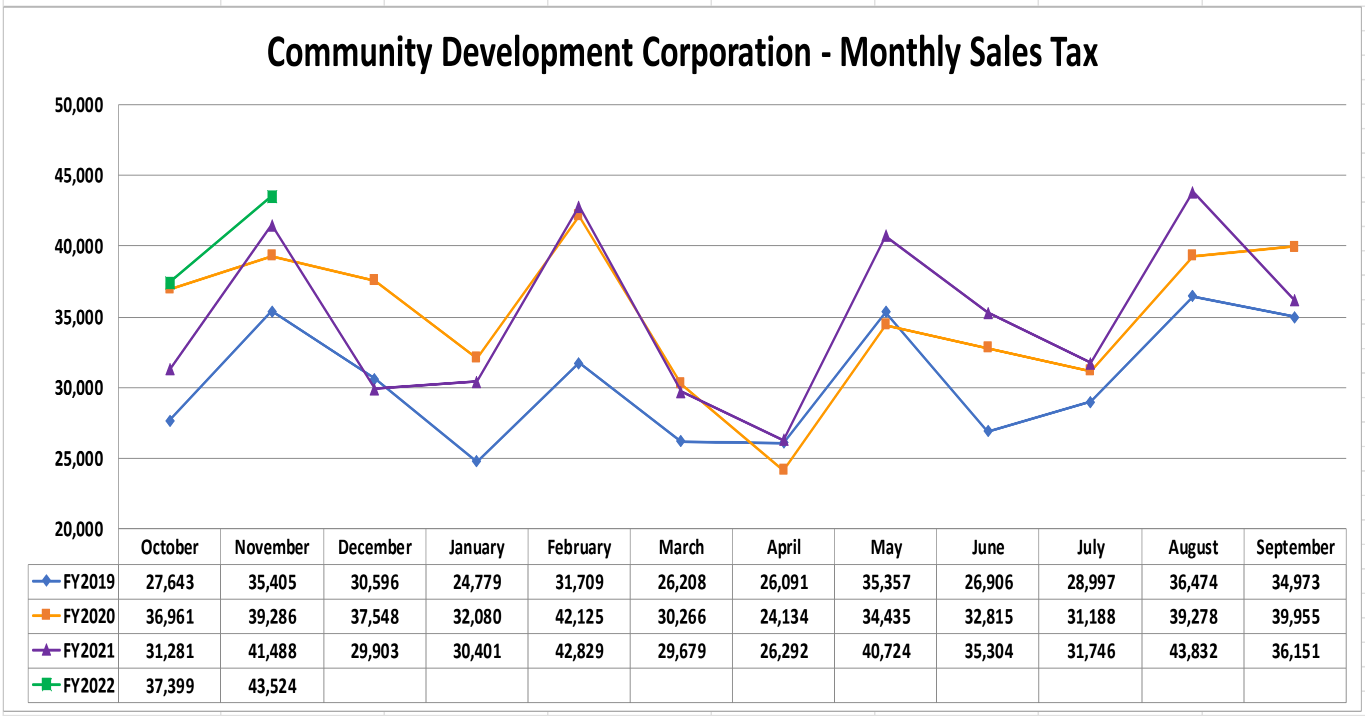
Sales Tax Revenue for November 2021 is $43,524. This represents a 4.9% increase from November 2020. As of this month, 19.5% of the budgeted sales tax has been collected.

Community Development Corporation has the following cash and investments available as of November 31, 2021.

CDC Investments	$217,784.13
CDC Checking Account	129,515.30
Total Cash and Investments	**$347,299.43**

City of Lake Dallas
Community Development Corporation
Sales Tax Receipts

	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022
October	23,689	24,888	25,218	27,643	36,961	31,281	37,399
November	35,767	27,468	29,604	35,405	39,286	41,488	43,524
December	23,625	24,197	25,716	30,596	37,548	29,903	
January	18,869	24,962	25,083	24,779	32,080	30,401	
February	26,226	30,383	29,016	31,709	42,125	42,829	
March	24,069	23,762	25,136	26,208	30,266	29,679	
April	21,251	26,732	21,641	26,091	24,134	26,292	
May	31,601	30,282	31,369	35,357	34,435	40,724	
June	22,787	27,718	26,084	26,906	32,815	35,304	
July	22,044	24,330	24,549	28,997	31,188	31,746	
August	26,604	29,717	39,028	36,474	39,278	43,832	
September	24,161	25,753	28,073	34,973	39,955	36,151	
St Comp Audit Adj		67,401					
Annual Auditor accrual	(7,099)	2,465					
Total	**$293,594**	**$390,059**	**$330,518**	**$365,137**	**$420,073**	**$419,630**	**$80,923**



	October	November	December	January	February	March	April	May	June	July	August	September
FY2019	27,643	35,405	30,596	24,779	31,709	26,208	26,091	35,357	26,906	28,997	36,474	34,973
FY2020	36,961	39,286	37,548	32,080	42,125	30,266	24,134	34,435	32,815	31,188	39,278	39,955
FY2021	31,281	41,488	29,903	30,401	42,829	29,679	26,292	40,724	35,304	31,746	43,832	36,151
FY2022	37,399	43,524										

Budget Details

Revenues and Expenditures
by Month and Year to Date
Compared to Budget

City of Lake Dallas

Statement of Revenue and Expenditures

Original Budget
For Community Development Corporation (11)
For the Fiscal Period 2022-2 Ending November 30, 2021

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
Revenues					
Undefined Sub-Type Revenues					
11-00-42112 4B Sales Tax	0.00	43,523.97	$ 415,000.00	$ 80,922.68	80.50%
11-00-47482 Interest Income - 4B	0.00	13.64	300.00	13.64	95.45%
Total Undefined Sub-Type Revenues	**0.00**	**43,537.61**	**415,300.00**	**80,936.32**	**80.51%**
Total Revenues	**0.00**	**43,537.61**	**415,300.00**	**80,936.32**	**80.51%**
Total Community Development Corporation Revenues	**$ 0.00**	**$ 43,537.61**	**$ 415,300.00**	**$ 80,936.32**	**80.51%**
Expenditures					
Administration Expenditures					
Supplies Expenditures					
11-11-52206 Travel & Training	0.00	0.00	$ 3,030.00	$ 0.00	100.00%
11-11-52207 Dues & Memberships	0.00	0.00	525.00	0.00	100.00%
Total Supplies Expenditures	**0.00**	**0.00**	**3,555.00**	**0.00**	**100.00%**
Contractual Services Expenditures					
11-11-53301 Utilities	0.00	504.66	10,000.00	1,309.77	86.90%
11-11-53303 Accounting & Auditor	0.00	0.00	3,250.00	0.00	100.00%
11-11-53304 Legal Services	0.00	0.00	8,000.00	277.50	96.53%
11-11-53309 Consultants & Professionals	0.00	1,307.00	15,000.00	9,717.25	35.22%
Total Contractual Services Expenditures	**0.00**	**1,811.66**	**36,250.00**	**11,304.52**	**68.82%**
Maintenance Expenditures					
11-11-54480 Rental Property Maintenance	0.00	350.00	4,000.00	600.00	85.00%
Total Maintenance Expenditures	**0.00**	**350.00**	**4,000.00**	**600.00**	**85.00%**
Capital Outlay Expenditures					
11-11-55520 Capital Outlay-CDC Projects	0.00	0.00	50,000.00	6,746.00	86.51%
Total Capital Outlay Expenditures	**0.00**	**0.00**	**50,000.00**	**6,746.00**	**86.51%**
Transfers Expenditures					
11-11-59111 Transfer to General Fund Parks & Admin	0.00	6,666.67	80,000.00	13,333.34	83.33%
11-11-59119 Transfer to Debt Service Fund	0.00	0.00	292,527.00	0.00	100.00%
Total Transfers Expenditures	**0.00**	**6,666.67**	**372,527.00**	**13,333.34**	**96.42%**
Total Administration Expenditures	**0.00**	**8,828.33**	**466,332.00**	**31,983.86**	**93.14%**
Total Community Development Corporation Expenditures	**$ 0.00**	**$ 8,828.33**	**$ 466,332.00**	**$ 31,983.86**	**93.14%**
Community Development Corporation Excess of Revenues	**$ 0.00**	**$ 34,709.28**	**$ (51,032.00)**	**$ 48,952.46**	**195.93%**

City of Lake Dallas

Statement of Revenue and Expenditures

Original Budget

For the Fiscal Period 2022-2 Ending November 30, 2021

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Total Revenues	$ 0.00	$ 43,537.61	$ 415,300.00	$ 80,936.32	80.51%
Total Expenditures	$ 0.00	$ 8,828.33	$ 466,332.00	$ 31,983.86	93.14%
Total Excess of Revenues Over Expenditures	$ 0.00	$ 34,709.28	$ (51,032.00)	$ 48,952.46	195.93%

Accounts Payable Check Register

Checks Processed During Posting of Accounts Payable

Accounts Payable Check Register Report - IB-Community Development Corporation-1061976

For The Date Range From 11/1/2021 To 11/30/2021

For All Vendors And For Outstanding, Cleared, Voided Checks - Computer Generated, Hand Written, eCheck

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
3688	**C**	**11/5/2021**	**767**	**Bradley Environmental Services**	**$1,250.00**	**O**

Invoice Nbr - Description	GL Account	Amount
2466-21, 2467-21 - Asbestos Surveying 1000-1002 and 1004 S. Stemmons	11-11-53309	$1,250.00

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
3689	**C**	**11/5/2021**	**137**	**Lake Cities Municipal Utility Authority**	**$300.12**	**O**

Invoice Nbr - Description	GL Account	Amount
Lake Dallas--20 - Water Utilities	11-11-53301	$300.12

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
3690	**C**	**11/5/2021**	**501**	**Lawn Butler**	**$350.00**	**O**

Invoice Nbr - Description	GL Account	Amount
28531 - Abatement of vegetation for 103 - 107 S. Lake Dallas	11-11-54480	$350.00

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
3691	**C**	**11/30/2021**	**856**	**Texas Department of State Health Services**	**$57.00**	**O**

Invoice Nbr - Description	GL Account	Amount
2021004097 - Asbestos Abate/Demo Notification Fee Invoice (312 Main)	11-11-53309	$57.00

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
TXU	**E**	**11/8/2021**	**527**	**TXU Energy**	**$204.54**	**O**

Invoice Nbr - Description	GL Account	Amount
100059479722--14 - Electric Utility	11-11-53301	$204.54

Cleared	**$0.00**
Outstanding	**$2,161.66**
Void	**$0.00**

AGENDA ITEM 5

COMMUNITY DEVELOPMENT CORPORATION
AGENDA MEMO

Prepared By: Lancine Bentley, Assistant to the City Manager **January 10, 2022**

Hire of Brokerage Services

DESCRIPTION:

Receive a report, hold a discussion, and take appropriate action, if any, regarding a proposed agreement with AXIS Realty Group to perform brokerage services relating to the sale of LDCDC-owned properties.

BACKGROUND INFORMATION:

At the November 8th meeting, the Lake Dallas Community Development Corporation (LDCDC) confirmed that they wanted to hire AXIS Realty Group to perform marketing and brokerage services for LDCDC-owned properties. However, prior to signing a contract with AXIS, the LDCDC requested specific information from AXIS about the marketing efforts that would be performed in an effort to sell LDCDC properties.

AXIS was contacted regarding the request and provided an updated proposal that outlined the marketing strategy to be employed.

At the December 10th meeting, the LDCDC asked for revisions to the listing agreement with regard to fair market value information. The Lake Dallas city attorney revised Sections 13A and 13E (Special Provisions), accordingly. AXIS was provided and approved the updates to the listing agreement.

FINANCIAL CONSIDERATION:

Brokerage Services

- 3% of sales price or market value if gifted on acquisitions
- 6% of sale transaction to be split evenly if outside broker (5% if no outside broker)
- In no event less than $15,000 per transaction

RECOMMENDATION:

Staff recommends acceptance of the real estate brokerage services and costs as provided in the proposal and listing agreement from AXIS Realty Group.

POSSIBLE MOTIONS:

I move to authorize/not authorize the Chairperson to negotiate and execute an agreement with Axis Realty Group for real estate brokerage services relating to the marketing and sale of property owned by the Corporation consistent with the proposal dated November 22, 2021.

ATTACHMENT(S):

AXIS Realty Group Proposal
Broker Contract (Listing Agreement)

DENTON COUNTY'S LEADER IN COMMERCIAL REAL ESTATE

Brokerage Services • Investment & Development Consulting

REAL ESTATE SERVICES PROPOSAL

Prepared for:

Lake ★ Dallas Community Development Corporation

November 22, 2021

ALEX PAYNE
President

BRAD ANDRUS
Executive Vice President

CHASE TRAUGHBER
Vice President

ALEX PAYNE
972.979.7727
alex@axisrealty.biz

BRAD ANDRUS
940.368.3588
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CHASE TRAUGHBER
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chase@axisrealty.biz

AXIS REALTY GROUP
212 South Elm Street | Denton, Texas 76201
940.891.2947 | axisrealty.biz

BROKERAGE SERVICES

The information below is a summary of brokerage services offered to Lake Dallas Community Development Corporation for the following properties:

R62943	107 S Lake Dallas Dr	0.2754 Acres
R62944	105 S Lake Dallas Dr	0.2754 Acres
R62946	103 S Lake Dallas Dr	0.2755 Acres
R62947	101 S Lake Dallas Dr	0.1848 Acres
R62948	1000-1002 S Stemmons Fwy	0.2108 Acres
R62949	1004 S Stemmons Fwy	0.2832 Acres

Marketing Strategy

- Email, Telephone and Ground Campaign
  - Research local qualified prospects
  - Create detailed marketing material for distribution to prospects
  - Identify tenants/brokers; distribute marketing information (flyers, demographics, site plans, renderings, etc.)
  - E-mail blasts to brokers and principals in Axis database
  - Set up appointments for showings
  - Follow up with prior showings and prospects
- Signage on Property
- Internet Databases
  - CoStar
  - LoopNet
  - Crexi
  - axisrealty.biz
- Redirected inquiries from other area properties

Pricing

In our experience, the market determines the value of commercial real estate better than sales comparables, appraisals, and brokers' price opinions. We believe successful real estate professionals have the responsibility to use all information available to establish a pricing strategy and implement the appropriate marketing approach. When a property is given the right exposure to the market and is priced appropriately, the market will respond.

We take very seriously our fiduciary responsibility to ensure that each property owner is able to achieve the highest possible price within their desired timeline to sell.

We promise to use all available resources and strategies to ensure our success in meeting your goals.

Fee Structure

- 3% of sales price or market value if gifted on acquisitions
- 6% on sale transaction to be split evenly if outside broker (5% if no outside broker)
- In no event less than $15,000 per transaction

ABOUT US

After several years of experience in the industry, owner and principal, Alex Payne, founded Axis Realty Group in 2007 and sought to create a highly professional commercial real estate brokerage that would focus on Denton, Texas, the greater Denton County region and beyond.

We are well recognized in the Greater Denton marketplace, and our dominant market share is evident by the more than 1 million square feet of commercial property we represent. The experienced members of our firm have handled hundreds of commercial transactions totaling well over $100 Million in value.

WHY AXIS?

You can trust Axis Realty Group to operate with the highest of ethical standards with our client's interests put before our own. Our team creates value for our clients through our direct, hands-on knowledge of the market and the properties we represent. In addition, our state-of-the-art market intelligence tools and our extensive property/client database give us a solid platform from which to operate.

"I have had the pleasure of working with Axis Realty Group over the 14 years in a variety of capacities. In my experience, the team at Axis Realty Group has demonstrated an impeccable reputation in Denton County, a broad understanding of the Denton County real estate market, ethical and professional representation, and the ability to productively collaborate with local municipalities."
Marty Rivers
American National Bank & Trust

"I have found the team at Axis Realty Group to be extremely knowledgeable and professional. They have a deep understanding of the Denton market, an aggressive marketing approach, and creative minds necessary to complete deals. They have always been able to set clear expectations and deliver on them, earning my complete confidence."
Terry L. Brockett
LAD Ventures

"I have worked with both Alex Payne and Brad Andrus at Axis and highly recommend both of them and their company for any project that you may have in mind. They are honest and ethical in all their business dealings. I also use their management firm, Northbridge Management, to manage these properties and it is also the best management company I have ever dealt with. "
Dayle Harris
President, Big G, Inc.

NOTABLE PROJECTS

YELLOW DOOR STORAGE
ARGYLE, TX

Storage
Ground Up Development

- 799 units, Class A facility
- Climate controlled, drive-up units, enclosed boat storage
- Completed, opened in 2019

YELLOW DOOR STORAGE
OAK POINT, TX

Storage
Ground Up Development

- 9.5-acre Class A facility
- 646 units, climate controlled, drive-up units
- 183 boat/RV spaces
- Projected opening Spring 2021

OAK POINT BUSINESS PARK
OAK POINT, TX

Industrial
Fee Development

- 46,250 SF small bay industrial
- Projected to complete in 2021
- Development, leasing, management

OFFICES AT EMERY PARK
DENTON, TX

Office/Medical
Ground Up Development

- Speculative six-building, 30,000-SF office park
- Commenced 2018, 100% sold in 2019
- Development, sales, leasing, management

UNICORN LAKE OFFICE PARK
DENTON, TX

Office/Medical
Ground Up Development

- Speculative three-building, 16,600-SF office park
- Commenced 2016, 100% sold in 2019
- Development, sales, leasing, management

OAKMONT OFFICE PARK
DENTON, TX

Office/Medical
Ground Up Development

- Speculative five-building, 34,000-SF office park
- Commenced 2009, 100% leased/sold in 2016
- Development, sales, leasing, management

OFFICES AT TEASLEY PARK
DENTON, TX

Office/Medical
Fee Development

- Speculative seven-building, 34,100-SF office park
- Commenced 2020
- Development, sales, leasing, management

NOTABLE PROJECTS

URBAN LOGISTICS
DENTON, TX

Consulting Assignment

- Class A industrial facility
- 4 buildings

NCTC COMMUNITY COLLEGE EXPANSION
LAKE DALLAS, TX

Consulting Assignment

- Multi-building campus constructed in phases
- Includes future transit-oriented residential development

3701 E. MCKINNEY ST.
DENTON, TX

Buyer Representation

- 22,236 SF in 4 metal warehouses on 6.39 acres
- Represented buyer in the purchase of multiple parcel assemblage

649 FRANKLIN ST.
LEWISVILLE, TX

Seller Representation

- 68,000 SF industrial building on 5.42 acres
- Represented seller in successful sale/lease back

CLIENT REPRESENTATION

Axis Realty Group is proud to have partnered with the following clients to achieve success for their assets:

City of Denton

Denton County

Denton Fireman's Pension Fund

United Way of Denton County, Inc.

Denton Chamber of Commerce

North Central Texas College

Midwestern State University

NB Real Estate Fund 1

First United Bank

Porter Investments

Responsive Education

Yellow Door Storage

Little Guys Movers

ALEX PAYNE
PRESIDENT

EDUCATION AND QUALIFICATIONS:
University of Texas at Austin, BA

AFFILIATIONS AND MEMBERSHIPS:
North Texas Commercial Association of Realtors (NTCAR)
Greater Denton/Wise County Association of Realtors (GDWCAR)
International Council of Shopping Centers (ICSC)

AREAS OF EXPERTISE:
Project Leasing - Office, Retail, Industrial
Land & Commercial Property Sales
Tenant Representation
Development Consulting
Investment Sales

NOTABLE CLIENTS/TRANSACTIONS:

Landlords:

- Granite Properties - Leasing and Sale of 300,000 SF Class A Industrial Park
- Exeter Property Group - Leasing of Granite Point Business Park
- The Martino Group - Leasing of planned 1.5M SF of Class A Industrial space and various office & retail developments
- First United Bank - leasing of bank-owned office building; disposition of bank owned assets
- Porter Investments

Tenant/Buyer Representation:

- Denton County - Exclusive representation of County in all property dispositions and acquisitions
- Midwestern State University - Represented in 30,000 Sf Build to suit campus in Flower Mound
- North Central Texas College - represented in lease of Flower Mound campus; purchase of new Denton County facility
- Denton County MHMR - various office leases
- Denton Fireman's Pension Fund - Represented in the purchase of $8.6M shopping center in 2015
- Lily of the Desert - Lease of 400,000 SF manufacturing facility
- Northstar Bank - Operations center purchase
- Health Services of North Texas - various office lease and purchases
- Denton County Transportation Authority (DCTA) - represented in purchase of land for maintenance facility
- Eurotek Motors (BMW Motorcycles) - Site selection and exclusive representation
- Little Guys Movers - Various leases and purchases

Consulting:

- Estate of Peter Kern - expert witness and property evaluation services
- City of Lake Dallas
- North Central Texas College
- First State Bank

ALEX PAYNE
PRESIDENT

PROFESSIONAL BACKGROUND:
Axis Realty Group - President/Owner - Founded in 2007
NorthBridge Management and Consulting - Co-Founded 2015

PRIOR PROFESSIONAL EXPERIENCE:
1999-2000: Ely Properties, Austin, TX
2000-2001: Mohr Partners, Dallas, TX
2002-2007: Scott Brown Commercial, Denton, TX - Executive Vice President

COMMUNITY INVOLVEMENT:
- The Denton Chamber of Commerce
- Denton Economic Development Partnership
- Argyle Chamber of Commerce
- Class of 2004-2005 Leadership Denton
- City of Denton Zoning Board of Adjustment

- Past/Present Board of Directors for the following organizations:
  - Health Services of North Texas
  - Denton Community Theatre
  - Downtown Development Taskforce
  - Texas Filmmakers (Thin Line Film Festival)
  - Denton Community Development Association, President

BRAD ANDRUS
EXECUTIVE VICE PRESIDENT

Brad's passion for real estate was first kindled as an investor. As he became exposed to various types of real estate over the years, he has focused his attention on commercial real estate. Prior to accepting a role at Axis Realty Group, Brad spent seven years as Senior Vice President at First State Bank. In that capacity, Brad focused on helping clients acquire and build commercial real estate properties in the Denton area. He was a valued advisor to his clients because of his personal background in real estate. His experience underwriting and financing commercial real estate transactions enables him to professionally guide his clients through underwriting real estate and closing complex transactions.

Brad also has a strong background in construction and property management. His background overseeing construction projects, provides him with the ability to assist his real estate clients through finish out and construction projects. He understands what it takes to own and maintain real estate and enjoys sharing his expertise with his clients.

Brad grew up in Krum, where he graduated high school in 1995. He earned a bachelor's degree from Brigham Young University in marketing and a master's degree in Journalism from the University of North Texas. He currently lives in Krum with his wife, Danielle, and three children - Dallin, Blake and Kali. He serves as a trustee of the Krum Independent School District and is a graduate of the 2006 class of Leadership Denton. In addition to spending time with family, he enjoys traveling and playing sports.

CHASE TRAUGHBER
VICE PRESIDENT

Originally from a small East Texas town, Chase has called Denton home since 2008. He attended the University of North Texas from 2010 – 2014, earning his Bachelor of Science degree in Logistics & Supply Chain Management. After two years in the Logistics industry, he was recruited by Axis Realty Group, joining the team in 2016. Chase enjoys meeting new people and serving the various businesses of Denton and surrounding counties.

EDUCATION AND QUALIFICATIONS:

University of North Texas, BS

AFFILIATIONS AND MEMBERSHIPS:

North Texas Commercial Association of Realtors (NTCAR)
Denton County Young Professionals

AREAS OF EXPERTISE:

Commercial Property Sales
Tenant & Landlord Representation
Project Leasing - Industrial, Office, Retail

NOTABLE CLIENTS/TRANSACTIONS:

<u>Landlords:</u>

- Stockbridge - Leasing of Granite Point Business Park
- ResponsiveEd - Leasing of 52,000-SF office building
- First United Bank - Leasing of bank-owned office building
- Porter Investments- Leasing of Commercial property portfolio

<u>Tenant/Buyer Representation:</u>

- Heritage Aviation - Represented in 40,000-SF warehouse facility lease
- Airborne Sports - Represented in 35,000-SF retail lease for 1st TX location
- Premier Enterprises - Represented in 24,000-SF warehouse facility lease
- Shellman's Fine Wine & Spirits - Represented in new 5,000-SF retail lease for 2nd location
- Planting Seeds Counseling & Coaching - Represented in 5,000-SF office lease for 2nd location
- Silicone Specialties Inc - Represented in corporate headquarters expansion at Dallas industrial facility
- NB Denton Truckport - Represented in 63,000-SF industrial investment purchase
- Versa Industries - Facilitated expansion into Texas by brokering 25,000-SF industrial lease, then purchase of 35,000-SF industrial building

<u>Sellers:</u>

- Franklin Street Properties - Represented in 72,000-SF industrial sale/lease back
- Isaacson Family Trust - Represented in 49,000-SF industrial/flex investment sale

Axis Realty Group

NORTH TEXAS COMMERCIAL ASSOCIATION OF REALTORS®

EXCLUSIVE LISTING AGREEMENT
FOR SALE OR LEASE

This Agreement is entered into by the undersigned owner(s) (the **"Owner"**) and broker (the **"Broker"**) regarding the property described as See Exhibit A in Denton County, Texas, or as may be more particularly described on any attached **Exhibit "A", SURVEY AND/OR LEGAL DESCRIPTION,** together with the improvements located upon the property and owned by Owner (collectively, the **"Property"**). Owner desires to retain the services of Broker to help Owner sell and/or lease the Property. For valuable consideration, Owner and Broker agree as follows:

1. Appointment. Owner appoints Broker as Owner's agent for the Term (defined below), upon the terms and conditions in this Agreement, with the exclusive right to list and ***[check all applicable boxes]*** [X] **sell** the Property, and/or [ ] **lease** the Property. Broker will assist Owner in the marketing of the Property and in the negotiating of a sale or lease agreement with any prospective purchaser or tenant (the **"Prospect"**). Broker may carry out Broker's duties under this Agreement through Broker's sales associates and other brokers (**"Cooperating Brokers"**). The term **"sale"** as used in this Agreement includes an exchange.

2. Listing Term. The term of this Agreement (the **"Term"**) commences on its execution and will expire on December 31, 2022 (the **"Expiration Date"**).

3. Listing Price for Sale. The listing sales price of the Property is $ To Be Determined .

4. Listing Rent and Terms for Lease. The listing rental and terms of the Property for lease are: N/A .

Unless Owner agrees otherwise in a written lease, Owner will pay the following expenses ***[check all applicable boxes]***: [ ] full services provided to tenant; [ ] real estate taxes; [ ] property insurance premiums; [ ] common area maintenance; [ ] maintenance of roof, foundation and structural soundness; [ ] all utilities; [ ] utilities except electricity; or [ ] none (absolute net lease).

5. Professional Service Fee.

a. Owner agrees to pay Broker a professional service fee (the **"Fee"**) as set forth below ***[check all applicable boxes]***:

[X] **(i) Sale. (A)** ______________________ percent (Spec Prov %) of the Sales Price of the Property; or
(B) $______________ . The term **"Sales Price"** means the gross sales price of the Property, including the value of any other property given in exchange. Owner shall pay the Fee or cause the Fee to be paid to Broker at the closing of the sale.

[ ] **(ii) Lease. (A)** ______________________ percent (______ %) of the aggregate rental provided in the lease (the **"Rental"**); or
(B) $ ______________
Owner shall pay the Fee or cause the Fee to be paid to Broker:
[ ] one-half upon execution of a lease agreement and one-half upon possession of the Property by the Prospect; or
[ ] ______________________________________ .
If the Property is leased to a Prospect procured by a Cooperating Broker, then the Fee will be increased to 150% of the amount specified above.

b. The Fee is payable in the county in which the Property is located. Execution by the Owner of a contract or lease on any price, rental or terms other than as listed in this Agreement will not preclude Broker from collecting the Fee based upon the actual price or rental. Owner will pay the Fee upon the sale, exchange, lease or transfer of a legal or equitable interest in the Property (including a contract for deed) to a Prospect during the Term or during the Protection Period. In the event of an exchange of the Property, Broker may receive a professional service fee from each of the parties to the transaction, and the amount of the Fee paid by Owner pursuant to any exchange will be determined by the greater of the listing sales price or the agreed value of the Property as set forth in the exchange agreement. Owner authorizes any title company escrow officer, or any other person handling the closing of any transaction, to pay the Fee directly to Broker out of the proceeds at the closing.

6. Protection Period. As to transactions that close after the Expiration Date, Owner will pay the Fee to Broker upon the closing of a transaction with a Listed Prospect (defined below) if, within 180 days after the Expiration Date (the **"Protection Period"**), Owner: (i) executes a contract of sale or exchange; (ii) executes a lease agreement; or (iii) otherwise agrees to transfer any legal or equitable interest in the Property to a Listed Prospect. The term **"Listed Prospect"** means a Prospect named on a written list of Prospects with whom Broker has had contact, not to exceed 20 names, delivered to Owner within 10 days after the Expiration Date, provided Broker (or a Cooperating Broker) during the Term: (i) procured the Prospect; (ii) engaged in negotiations with the Prospect; or (iii) showed the Property to the Prospect. If there is a pending agreement to sell or lease the Property (a **"Pending Transaction"**) between Owner and a Prospect, including a contingency contract or an option agreement, and the Pending Transaction has not been closed and funded before the Expiration Date, then this Agreement will remain in effect as to the Pending Transaction until the earlier of: (i) the Pending Transaction closes and the Fee is paid to Broker; or (ii) the Pending Transaction expires or is terminated, and is not renewed or reinstated. The prospective purchaser or tenant in any Pending Transaction will automatically be deemed to be a Listed Prospect, in addition to any that might be set forth on any list of Prospects Broker may deliver to Owner. If Owner enters into a listing agreement with another real estate broker with respect to the Property after the Expiration Date, then Owner shall exclude the Listed Prospects from the other broker's listing agreement during the Protection Period.

7. Lease Renewal, Expansion or Sale.

~~**a. Renewal or Expansion.** Owner shall pay to Broker an additional professional service Fee covering the full period of any renewal, expansion, or new lease if, pursuant to the terms of any lease executed by Owner and a Prospect for all or part of the Property (the **"Lease"**) the Prospect, or the Prospect's successors or assigns under the Lease: (i) exercises any right to renew the term of the Lease (whether contained in the Lease or in an amendment or other agreement); (ii) enters into a new lease with Owner for all or part of the Property; or (iii) enters into any lease, expansion, renewal or other rental agreement with Owner demising to the Prospect, or the Prospect's successors or assigns, any premises or property located on or constituting any part of any parcel of property owned by Owner adjacent to the Property or in the same building or project as the premises covered by the Lease. The additional Fee will be payable to Broker on the date of possession of the premises or property (or the additional premises or property) by the Prospect, or the Prospect's successors or assigns. The additional Fee will be computed on the same basis as provided in Section 5 above as if a new lease had been made for the additional period of time and/or premises.~~

~~**b. Sale to Tenant.** If a tenant who was a Prospect under this Agreement, or a successor or assignee, purchases the Property at any time, whether pursuant to a purchase option contained in the Lease or otherwise, then Owner shall pay to Broker, at the closing of the sale, a professional service fee in cash equal to ____________ ____________ percent (__________ %) of the Sales Price.~~

8. Owner's Representations. Owner represents to Broker and agrees as follows:

a. Title. Owner: (i) is the sole fee simple owner of the Property; (ii) is authorized and has the capacity to execute and deliver this Agreement; (iii) has the right and authority to convey good and indefeasible title to the Property; and (iv) has the right and authority to sell and lease the Property.

b. Legal Action. Owner shall notify Broker in writing if any actions are brought, or Owner receives any written notices pertaining to, any foreclosures, lien claims, litigation, or condemnation proceedings with respect to the Property or any part of the Property.

c. **Disclosures.** To Owner's knowledge, other than as disclosed to Broker in writing, the Property: (i) does not have any material latent, structural or construction defects; and (ii) is not contaminated with any toxic or hazardous substance in violation of applicable laws and regulations.

d. **Cooperation.** Owner shall refer all inquiries about the Property to Broker, and Owner shall conduct negotiations with Prospects through Broker.

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e. ~~**Indemnity.** Owner shall defend and indemnify Broker, Broker's sales associates and subagents against any liability and expense (including, but not limited to, reasonable attorney's fees) due to: (i) acts of third parties; (ii) death of, or personal injury to, any person on the Property; (iii) loss or damage to any personal or real property; (iv) vandalism, theft, accident, or casualty; (v) any incomplete, incorrect, misleading or inaccurate information furnished by Owner about the Property; (vi) concealment by Owner of any material information about the Property; and (vii) any other cause of damage or loss arising out of the marketing, showing, sale or lease of the Property, except for Broker's gross negligence or willful misconduct.~~

f. **Expenses.** Owner will promptly pay, or reimburse Broker for, those expenses incurred by Broker on behalf of Owner in advertising and marketing the Property that are specifically authorized by in writing Owner, after receipt ~~by~~ Owner of a written statement of the authorized expenses.

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9. Cooperating Brokers. Owner authorizes Broker to cooperate with and use the services of Cooperating Brokers and their sales associates from time to time. Broker may share a portion of the Fee with Cooperating Brokers, including Cooperating Brokers who may be acting as agents for Prospects. Owner shall pay the full amount of the Fee to Broker, and Broker may divide the Fee with Cooperating Brokers in proportions determined by Broker.

10. Broker's Authority.

a. Broker will use such marketing techniques and devote such time and effort on Owner's behalf as Broker reasonably deems appropriate and necessary to attempt to achieve the timely sale or lease of the Property. Owner gives Broker the exclusive right to place advertising signs on the Property and to remove all other real estate signs. Owner authorizes Broker to list the Property in a computer network.

b. Broker is authorized to enter upon the Property at reasonable times to show the Property to Prospects, Cooperating Brokers, inspectors, agents and contractors.

c. Broker may use the listing information, Sales Price, Rental and terms information for Broker's market evaluation, networking and appraisal purposes, and for disclosing to other persons as Broker may deem desirable, including disclosing the information in a computer network.

11. Intermediary Relationship. If **<u>Exhibit "B"</u>**, **Intermediary Relationship,** is attached to this Agreement, then Owner authorizes Broker to act as an intermediary as set forth in that exhibit.

12. Miscellaneous.

a. **Notices.** Any notice under this Agreement must be in writing and will be deemed delivered on the earlier of: (i) actual receipt, if delivered in person or by messenger with evidence of delivery; (ii) receipt of a facsimile transmission (**"Fax"**) with confirmation of delivery; or (iii) upon deposit with the United States Postal Service, certified mail, return receipt requested, postage prepaid, and properly addressed to the intended recipient at the address set forth below.

[X] Owner also consents to receive any notices by email.

[X] Broker also consents to receive any notices by email.

Either party may change its address for notice purposes by delivering written notice of its new address to the other party in the manner set forth above.

b. Right to Claim a Lien. Pursuant to Chapter 62 of the Texas Property Code, Broker discloses Broker's right to claim a lien based on this Agreement. Owner will include a provision in any Lease as to which Broker is entitled to a Fee pursuant to this Agreement that confirms the agreement to pay the Fee to Broker.

c. Limitation of Liability. Broker's liability for Broker's breach of this Agreement, negligence, or otherwise, is limited to the return of the Fee, if any, paid to Broker pursuant to this Agreement.

d. Options. If Owner enters into an option agreement to sell or lease all or part of the Property to a Prospect during the Term or during the Protection Period, and Owner collects payments as consideration for the option, then Owner shall pay to Broker, as option payments are received, a commission (the **"Option Commission"**) in the amount of one-third (1/3) of each option payment as compensation earned by Broker for services rendered under this Agreement. The Option Commission will be non-refundable if the Prospect does not exercise the option, but if the Prospect exercises the option then the sum of the Option Commission paid to Broker will be credited toward Owner's obligation to pay the Fee to Broker upon the sale or lease of the Property.

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~~**e. Transfer of Interest in Owner.** If Owner is a corporation, limited liability company, partnership or other entity, and the Property constitutes substantially all of the assets of Owner, then a transfer of a majority of the stock or other ownership interest in the entity will constitute a sale for purposes of this Agreement, and Owner shall pay the Fee to Broker based upon the value of the consideration given for the ownership interest transferred. This Agreement will continue in force after any such transfer, but the amount of any Fee paid to Broker as a result of any such transfer will be credited to the Fee payable to Broker upon any subsequent sale of the Property.~~

f. Related Persons. For purposes of this Agreement, any person or entity related to a Prospect or a Listed Prospect by family or business relationship will also be deemed to be a Prospect or Listed Prospect.

g. Legal Expenses. The prevailing party in any legal proceeding brought in relation to this Agreement is entitled to recover from the other party reasonable attorneys' fees, pre-judgment interest as allowed by law, and costs of collection, in addition to the Fee and any other recovery the prevailing party may be entitled to receive.

h. Severability. If any provision of this Agreement is found by a court to be invalid or unenforceable, then the invalid or unenforceable provision will be deemed to be deleted from this Agreement, and the remainder of this Agreement will continue to be valid and enforceable.

i. Binding Effect. This Agreement is binding upon and for the benefit of the parties to this Agreement and their successors, heirs and permitted assigns. This Agreement may not be assigned by either party without the written consent of the other party. This Agreement cannot be modified or terminated except by a written agreement executed by both parties. Each party acknowledges that they have read this Agreement and have had an opportunity to review it with an attorney of their choice.

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j. Governing Law. This Agreement will be governed by the laws of the State of Texas. Venue for and dispute between the parties arising from or related to this Agreement shall be in a state court of competent jurisdiction in Denton County, Texas.

k. Description of Property. If a more accurate description of the Property is set forth in any contract or Lease executed by Owner and any Prospect, or in any survey prepared pursuant to any contract or Lease, then the more accurate description will be deemed to be incorporated in this Agreement as the description of the Property.

l. Information About Brokerage Services. Owner acknowledges receipt of the Information About Brokerage Services form attached to this Agreement as **<u>Exhibit "C"</u>**.

m. Disclosure Notice. If a completed Disclosure Notice is attached to this Agreement as **Exhibit "D"**, then Owner has made a statement of the condition of the Property, to the best of Owner's knowledge, as set forth on the attached **Exhibit "D"**.

n. Exhibits. Any exhibits and addenda attached to this Agreement are incorporated as a part of this Agreement:

Exhibit "A" - Survey and/or Legal Description
Exhibit "B" - Intermediary Relationship Authorized
Exhibit "C" - Information About Brokerage Services
Exhibit "D" - Disclosure Notice

13. Special Provisions.

~~**Professional Service Fee:**~~

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- ~~**3% of sales price or market value if gifted on acquisitions**~~
- ~~**6% on sale transaction to be split evenly if outside broker (5% if no outside broker)**~~
- ~~**In no event less than $15,000 per transaction**~~

A. Broker understands and acknowledges that Owner desires and intends to market and sell the Property in a single transaction for development by the purchaser as a single development for a "project" as such term in defined in the Development Corporation Act (i.e., Chapters 501 through 507 of the Texas Local Government Code or "the Act"). Broker acknowledges and agrees that Owner may, but shall not be obligated to, consider and/or reject any offer by a Prospect to purchase less than all of the Property in a single transaction or to consider an offer by a Prospect that includes a proposal to develop the Property for a use that does not constitute a "project" pursuant to the Act, even if such offer is made for full listing price of the portion of the Property to which the offer applies.

B. Notwithstanding anything to the contrary in this Agreement, the Professional Service Fee shall not be deemed to be earned and due and payable to Broker unless and until the sale of the Property has closed and funded in accordance with the applicable purchase and sale agreement between the Prospect and the Owner. The foregoing sentence shall apply to each purchase and sale agreement respectively if Owner elects to sell the Property in multiple transactions.

C. Broker understands and acknowledges that Owner will likely sell the Property or portions thereof subject to a restriction agreement negotiated with the Prospect that includes an option for the Owner to repurchase all or a portion of the Property if the Prospect fails to commence and/or complete construction of improvements on the Property within a time established in such restriction agreement. Broker agrees that Broker shall not be entitled to any fee pursuant to this Agreement if Owner exercises such repurchase option and, in fact, repurchases the Property or portion thereof from the Prospect.

D. In consideration of Broker's services pursuant to this Agreement, Owner agrees to pay Broker a professional service fee ("Commission") based on the purchase price of the Property determined as follows:

(1) If the buyer (a) is not represented by a buyer's broker or agent such that Broker is not sharing any portion of the Commission with the buyer's broker pursuant to Section 9 of this Agreement, or (b) is represented by a broker or agent affiliated with Broker in any manner, the Commission shall be 5% of the purchase price for the Property; and

(2) If the buyer is represented by a buyer's broker or agent who is not affiliated in any way with Broker such that Broker is paying to such other broker or agent a portion of the Commission pursuant to Section 9 of this Agreement, the Commission shall be 6% of the purchase price of the Property.

E. For purposes of Section 13.D, if the purchase price to which Owner has agreed with a buyer includes a grant made by Owner to be used as a credit against the purchase price, the Commission shall be calculated based on the full agreed purchase price prior to applying any reduction or credit.

F. Notwithstanding Section 13.D. to the contrary, if the total Commission earned by Broker pursuant to Section 13.C. as calculated pursuant to Section 13.D. upon the closing on the sale of all of the Property, whether such sale occurs in one or more transactions, is less than $15,000.00, Owner agrees to pay to Broker an additional amount being the difference between the Commission previously earned and $15,000.00 such that the total compensation for Broker's services pursuant to this Agreement is not less than $15,000.00.

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This Agreement is effective on the last date beneath the signatures below.

OWNER:	**BROKER:**
Lake Dallas Community Development Corporation	Axis Realty Group
By [*Signature*]:	By [*Signature*]: DocuSigned by: Alex Payne C41415680EDB459...
Printed Name: Mike Mayberry	Printed Name: Alex Payne
Title: President	Title: President
Address: 212 Main Street	Address: 212 S. Elm St.
Lake Dallas, Texas 75065	Denton, TX 76201
Phone:	Telephone: (940)891-2947
Fax:	Fax:
Date:	Date:

Axis Realty Group

EXHIBIT "A"

SURVEY AND/OR LEGAL DESCRIPTION

See Exhibit A

R62943 107 S Lake Dallas Dr 0.2754 Acres
BARMARCHAR SITES BLK B LOT 4

R62944 105 S Lake Dallas Dr 0.2754 Acres
BARMARCHAR SITES BLK B LOT 3

R62946 103 S Lake Dallas Dr 0.2755 Acres
BARMARCHAR SITES BLK B LOT 2

R62947 101 S Lake Dallas Dr 0.1848 Acres
BARMARCHAR SITES BLK B LOT 1(PT)

R62948 1000-1002 S Stemmons Fwy. 0.2108 Acres
BARMARCHAR SITES BLK A LOT 1,2,3(N PT)(PT)

R62949 1004 S Stemmons Fwy 0.2832 Acres
BARMARCHAR SITES BLK A LOT 3(SE37.1'),4

Axis Realty Group

EXHIBIT "B"

INTERMEDIARY RELATIONSHIP AUTHORIZED

a. **Authorization.** Owner authorizes Broker to show the Property to Prospects represented by Broker. If any Prospect represented by Broker wishes to purchase or lease the Property, Owner authorizes Broker to act as an intermediary between Owner and the Prospect, and to assist both Owner and the Prospect in negotiations for the sale or lease of the Property. In that event, Broker's compensation will be paid by Owner in accordance with the terms of this Agreement, and Broker may also be paid a fee by the Prospect. **A broker, and any broker or salesperson appointed to communicate with and carry out instructions of one party, who acts as an intermediary is required to act fairly and impartially, and may not:**

(i) disclose to the buyer or tenant that the seller or landlord will accept a price less than the asking price, unless otherwise instructed in a separate writing by the seller or landlord;

(ii) disclose to the seller or landlord that the buyer or tenant will pay a price greater than the price submitted in a written offer to the seller or landlord, unless otherwise instructed in a separate writing by the buyer or tenant;

(iii) disclose any confidential information, or any information a party specifically instructs the real estate broker in writing not to disclose, unless:

(a) the broker or salesperson is otherwise instructed in a separate writing by the respective party;
(b) the broker or salesperson is required to disclose the information by the Texas Real Estate License Act or a court order; or
(c) the information materially relates to the condition of the Property;

(iv) treat a party to the transaction dishonestly; or

(v) violate the Texas Real Estate License Act.

b. **Appointments.** Broker is authorized to appoint, by providing written notice to the parties, a license holder associated with Broker to communicate with and carry out instructions of one party, and another license holder associated with Broker to communicate with and carry out instructions of the other party. An appointed license holder may provide opinions and advice during negotiations to the party to whom the license holder is appointed.

OWNER

____
Mike Mayberry, President
Lake Dallas Community Development Corporation

TREC
TEXAS REAL ESTATE COMMISSION

11-2-2015

Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

EQUAL HOUSING OPPORTUNITY

TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - that the owner will accept a price less than the written asking price;
  - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

	License No.	Email	Phone
Axis Realty Group	570358	alex@axisrealty.biz	940-891-2947
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Alex Payne	468927	alex@axisrealty.biz	940-891-2947
Designated Broker of Firm	License No.	Email	Phone
Brad Andrus	656647	brad@axisrealty.biz	940-891-2947
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Chase Traughber	675426	chase@axisrealty.biz	972-515-0045
Sales Agent/Associate's Name	License No.	Email	Phone

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Buyer/Tenant/Seller/Landlord Initials   Date

From: Brad Andrus
To: Lancine Bentley; Mike Mayberry
Cc: Alex Payne
Subject: RE: Lake Dallas CDC proposal
Date: Wednesday, November 24, 2021 10:59:55 AM
Attachments: image001.jpg
Lake Dallas CDC_Marketing Proposal.pdf
Lake_Dallas_CDC-Listing Agreement.pdf

[EXTERNAL]

Good morning Lancine. Please find attached our marketing proposal for the sale of the parcels outlined in your email below. We're recommending that we put them on the market without a price and have pricing discussions with prospective buyers as they come in. We have a feel for what each type of use can pay for a property and would guide pricing that direction. At the same time, we know that the CDC may ultimately be willing to reduce the price and/or offer other incentives for the right buyer.

Also attached is our standard listing agreement for your review. Feel free to provide comments as needed. Let us know if you would like for us to attend one of your upcoming board meetings. We look forward to working with you on this.

Have a great Thanksgiving!

BRAD ANDRUS
Executive Vice President

212 S. Elm Street | Denton, TX 76201
O: 940 891 AXIS (2947)
F: 940 891 2948
C: 940 368 3588
brad@axisrealty.biz | axisrealty.biz

From: Lancine Bentley <lbentley@lakedallas.com>
Sent: Tuesday, November 16, 2021 5:05 PM
To: Brad Andrus <brad@axisrealty.biz>; Mike Mayberry <203mainstreet@gmail.com>
Cc: Alex Payne <alex@axisrealty.biz>
Subject: RE: Lake Dallas CDC proposal

Hi Brad,

I was going to call you in the morning to set up a time that the four of us could meet again, even via phone or Zoom, to discuss some of the concerns we talked about late last week. We can certainly do that as Mike and I understand your concerns. We can also place AXIS on a future CDC meeting agenda, possibly January or February.

Also, our attorney generally likes to draft his own contracts but I suggested that we obtain your contract and work from there. Would you mind providing that? Maybe he won't have too many edits!

Lastly, please see attached. We should visit about the three properties (62951, 62953 and 62954) immediately south of the S. Stemmons properties. These properties belong to Saul Alvarez and are landlocked. Two are vacant (62951 and 62953) and the other is his office (62954). There is no access from Stemmons Freeway to two of the parcels and the fire department will not approve a fire apparatus turnaround at these locations as-is. Mr. Alvarez will need to work in tandem with the CDC to develop this area or he will not be able to develop. Or he could decide to sell to the CDC. Mike and I have met with him once.

I have not included 312 Main Street on the map as a sale contract is pending. Nor have I included 303 Alamo as it is still owned by the City but is to be sold to the CDC soon. The City just obtained a final plat for that property last week.

Please let me know if you would like to meet prior to signing a contract with the CDC. We will be glad to do that. Thanks. lb

---

From: Brad Andrus <brad@axisrealty.biz>
Sent: Tuesday, November 16, 2021 4:38 PM
To: Lancine Bentley <lbentley@lakedallas.com>; Mike Mayberry <203mainstreet@gmail.com>
Cc: Alex Payne <alex@axisrealty.biz>
Subject: RE: Lake Dallas CDC proposal

[EXTERNAL]

Lancine,

As a follow up to our conversation last week, can you please send us a simple exhibit/map showing us the exact properties you want us to list for you? We will finalize our marketing proposal for your review once we receive that information.

Thanks,

BRAD ANDRUS
Executive Vice President

212 S. Elm Street | Denton, TX 76201
O: 940 891 AXIS (2947)

F: 940 891 2948
C: 940 368 3588
brad@axisrealty.biz | axisrealty.biz

From: Lancine Bentley <lbentley@lakedallas.com>
Sent: Thursday, November 4, 2021 9:50 AM
To: Brad Andrus <brad@axisrealty.biz>; Mike Mayberry <203mainstreet@gmail.com>
Cc: Alex Payne <alex@axisrealty.biz>
Subject: RE: Lake Dallas CDC proposal

Thanks so much. We appreciate receiving your proposal. Have a great day! lb

From: Brad Andrus <brad@axisrealty.biz>
Sent: Thursday, November 4, 2021 6:53 AM
To: Lancine Bentley <lbentley@lakedallas.com>; Mike Mayberry <203mainstreet@gmail.com>
Cc: Alex Payne <alex@axisrealty.biz>
Subject: RE: Lake Dallas CDC proposal

[EXTERNAL]

Good morning Lancine and Mike. Please find attached our proposal for real estate brokerage and consulting. We hope that you will find this proposal satisfactory and helpful. Feel free to call me to discuss and/or clarify as needed before your meeting Monday evening.

Thanks for the opportunity!

BRAD ANDRUS
Executive Vice President

212 S. Elm Street | Denton, TX 76201
O: 940 891 AXIS (2947)
F: 940 891 2948
C: 940 368 3588
brad@axisrealty.biz | axisrealty.biz

From: Lancine Bentley <lbentley@lakedallas.com>
Sent: Monday, November 1, 2021 5:40 PM
To: Brad Andrus <brad@axisrealty.biz>; Alex Payne <alex@axisrealty.biz>
Cc: Mike Mayberry <203mainstreet@gmail.com>
Subject: RE: Lake Dallas CDC proposal

That's terrific….thank you! lb

From: Brad Andrus <brad@axisrealty.biz>
Sent: Monday, November 1, 2021 5:34 PM
To: Lancine Bentley <lbentley@lakedallas.com>; Alex Payne <alex@axisrealty.biz>
Cc: Mike Mayberry <203mainstreet@gmail.com>
Subject: RE: Lake Dallas CDC proposal

[EXTERNAL]

Thanks for letting us know Lancine. We will definitely have our proposal over to you by Thursday morning. Despite asking for a one page proposal, I couldn't let it be that simple. Our marketing gal is out of town, but will be able to wrap it up for us on Wednesday.

Talk soon.

BRAD ANDRUS
Executive Vice President

212 S. Elm Street | Denton, TX 76201
O: 940 891 AXIS (2947)
F: 940 891 2948
C: 940 368 3588
brad@axisrealty.biz | axisrealty.biz

From: Lancine Bentley <lbentley@lakedallas.com>
Sent: Monday, November 1, 2021 4:52 PM
To: Alex Payne <alex@axisrealty.biz>; Brad Andrus <brad@axisrealty.biz>
Cc: Mike Mayberry <203mainstreet@gmail.com>
Subject: FW: Lake Dallas CDC proposal

Good Afternoon,

I just wanted to contact you both to let you know that we would like to provide an AXIS proposal to our CDC on the evening of Monday, November 8th. However, I need to put the agenda and all backup together prior to that meeting. If you are interested in providing information, please send me your proposal by Thursday, November 4th at noon. Thanks! lb

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From: Mike Mayberry <203mainstreet@gmail.com>
Sent: Tuesday, October 19, 2021 3:39 PM
To: alex@axisrealty.biz; brad@axisrealty.biz
Cc: Lancine Bentley <lbentley@lakedallas.com>
Subject: Lake Dallas CDC proposal

[EXTERNAL]

It was great to meet you both last week. Lancine and I would like you to provide a simple one-page proposal to summarize how you would provide the following services for the Lake Dallas Community Development Corporation (CDC) and at what cost. The work performed would be on a month-to-month basis.

Brokerage Services—listing CDC-owned properties, representing the CDC on future property purchases, etc.

Commercial Development—attracting commercial developers to Lake Dallas, helping to navigate potential partnerships to re-develop the various districts defined in Lake Dallas, i.e. the Downtown District, IH-35E Business Corridor District, Swisher Road District, and the Marina District and surrounding waterfront areas, etc.

Consulting Services—providing guidance to the CDC and the City of Lake Dallas on potential development opportunities, etc.

Thanks for your time and interest. Look forward to seeing your proposal.

Mike Mayberry
CDC Chairperson
214-477-2443

AGENDA ITEM 6

Lake Dallas Community Development Corporation

AGENDA MEMO

Prepared By: Lancine Bentley, Assistant to the City Manager **January 13, 2022**

DESCRIPTION:

Receive a report, hold a discussion, and take appropriate action, if any, authorizing negotiation and execution of a contract(s) for asbestos abatement and demolition services for 1000 – 1002 S. Stemmons Freeway.

BACKGROUND INFORMATION:

The Lake Dallas Community Development Corporation (LDCDC) is a Type B Economic Development Corporation established by the City of Lake Dallas pursuant to the Development Corporation Act, Texas Local Government Code, Chapters 501-507, as amended (the "Act"), specifically with the Corporation to possess the powers granted by Chapter 505, Texas Local Government Code. The LDCDC has previously discussed pursuing a program of purchasing small tracts of real property within the City at strategic locations for the purpose of consolidating those tracts into larger parcels for redevelopment.

The LDCDC purchased the properties located at 1000 – 1002 and 1004 S. Stemmons Freeway in June and July 2021. In order to improve the salability of these properties, the LDCDC requested city staff to obtain quotes for asbestos abatement and demolition and removal of the structures located on these properties. A Request for Quotes was sent to thirteen (13) contractors to bid both projects. Seven contractors responded.

After review of the bids at the December 13th LDCDC meeting, the Board decided to hire a contractor(s) to perform the asbestos removal and demolition work for only the structures (building and pole sign) located at 1000-1002 S. Stemmons Freeway with said same work being performed at 1004 S. Stemmons Freeway at a future date. The LDCDC requested clarification and a best and final offer on the strongest bids received.

These services are considered an eligible project expense as authorized by the Act.

FINANCIAL CONSIDERATION:

The four lowest bidding contractors were re-contacted to clarify bids and obtain best and final offers (BAFO). The BAFO resulted in the following:

Contractor	Service	Price
Lloyd D. Nabors	Demolition (1000-1002 S. Stemmons)	$18,042
Garrett Demolition	Demolition/Asbestos Abatement (1000-1002 S. Stemmons)	$27,688
	Includes supplying electricity/water	
	Asbestos abatement only for 1000-1002	NO BID
Intercon Environmental	Demolition/Asbestos Abatement (1000-1002 S. Stemmons)	$18,570
	Includes supplying electricity/water	
	Asbestos abatement only for 1000-1002	$2,080
Arc Abatement	Asbestos Abatement (1000-1002 S. Stemmons)	$1,023
	Includes supplying electricity/water	

RECOMMENDATION:

Staff recommends acceptance of the proposal from Intercon Environmental for asbestos abatement and demolition and removal services for the building and sign structure located at 1000-1002 S. Stemmons.

POSSIBLE MOTIONS:

I move to authorize/not authorize the Chairperson to negotiate and execute an agreement with Intercon Environmental for asbestos abatement and demolition and removal services in an amount not to exceed $18,570 for the structures located at 1000-1002 S. Stemmons Freeway.

ATTACHMENT(S):

Bid documents

ABATEMENT

Accountable-Responsive-Cost Effective

STANDARD PROPOSAL

January 4, 2022
Lancine Bentley
Lake Dallas Communtiy Development Corporation
212 Main Street
Lake Dallas, Texas 750654

Proposal # B-21-417
Sent Via: lbentley@lakedallas.com
Project Address: 2 Commercial Structures Revised
1000-1004 Stemmons Freeway
Lake Dallas, Texas 75065

Dear: Lancine,

On behalf of ARC Abatement Inc., I would like to thank you for the opportunity to provide this proposal on the above referenced project. It is our desire to provide you with a quality solution to your project needs. As a highly qualified contractor, I feel our experience, financial strength, and contracting techniques enable us to assure you a professionally completed project.

Scope of Work:

The scope of work is predicated on the types amounts and locations of ACM containing materials located in two commercial buildings as outlined in an Asbestos Survey completed by BES Envirionmental dated 10-29-2021 and a follow up site walk December 3rd. All specifications will be followed and all ACM Materials will be abated, removed and disposed of according to the specifications. ARC has added an alternate price for supplying Water and Electric which is NOT reflected in the price below.

There are no TSDSH fees, design fees or air monitoring fees included in this proposal.

Alternate 1: Supplying Water and Electric for project: $2,500.00 (This is included in the abatement price below)

It is understood that this proposal has allowed for two mobilizations: The larger project to be done in January/February of 2022 which would be invoiced at $40,634.00.00 and the smaller of the two projects to be done by the end of April 2022 which will then be invoiced at $1,023.00.

Price: $ 41,657.00 **Abatement Only**

Duration: 10 work days to complete. M-F.

ARC ABATEMENT

Accountable-Responsive-Cost Effective

Proposal Terms: **Proposal #** B-21-417

1. **Includes costs for labor, material and applicable taxes.**
2. **Compliance with federal, state, and local laws.**
3. **Site conditions being reasonably similar to those at the time of inspection.**
4. **Reasonable interpretation of existing conditions based upon Owner provided information of the work area.**
5. **No contingency or consideration given for delays to the work. If delays occur price may require renegotiation.**
6. **Not Applicable**
   Any additional air monitoring will be paid by Owner unless stated as an inclusion in the scope section above.
7. **Owner responsible for state or regulatory fees associated with the Scope of Work.**
8. **Final clearances will be provided by owner.**
9. **Pricing based on normal working hours. Overtime required by Owner will constitute and additional cost.**
10. **Single mobilization to the site unless otherwise indicated.**
11. **Owner provide adequate electricity, owner provide potable water, owner to provide on-site parking and sufficient storage space for materials and equipment. Utility connections to be adjacent to work area and compatible with ARC's needs.**
12. **All non-stationary items are to be removed by Owner prior to the start of work unless otherwise noted in Scope.**
13. **ARC will not be liable for damage to items left in the work area.**
14. **All HVAC systems within the containment areas must be shut down and locked out by Owner.**
15. **Proposal based on ARC standard terms and conditions.**
16. **ARC will employ reasonable efforts to minimize damage to surface and work areas and Owner agrees ARC will not held liable for any damages from the construction of containments required to perform the Scope of Work.**
17. **Client agrees that ARC has been given permission by the property owner to enter the premises, perform the Scope of Work, use any plans or drawings of the project, and agrees to hold harmless and defend ARC employees, officers and representatives for any and all claims, costs or damages that result from the performance of the Scope of Work in the absence of gross neglect or willful misconduct of ARC or it's representatives. ARC is expressly authorized to sign any required disposal forms on behalf of the Owner or generator of any waste removed from the site.**
18. **Payment and performance bonds are not included in this proposal.**
19. **Unforeseen conditions may exist at the worksite and as such the Scope of Work is specific and does not include any such unforeseen conditions or contingencies. Additional work, if required will be priced separately.**
20. **This proposal may be withdrawn or modified for any reason if not accepted within sixty (60) days from date above.**
21. **All invoices are due upon receipt and are expected to be paid within 30 days.**

Upon acceptance of this proposal client will receive an electronic service agreement. If you have questions regarding this proposal please refer to my contact information below. ***No work will commence until the ARC Services Agreement has been fully executed.***

Sincerely,

Jim Metcalf

Jim Metcalf
Project Manager-ARC Abatement, Inc
972-271-1583

☐ **ACCEPTED** ______________________

Client Email Address

Please indicate your acceptance of this proposal by checking the "Accepted" box, inserting your email address, and returning the proposal to your ARC representative. Upon receipt a Service Agreement will be emailed to the address above for your review and electronic signature.

PO Box 633, Burleson, TX 76097 - Office 817.426.0082 · Fax 817.426.2307

Proposal For:
Abatement & Demolition of Commercial Structure
1002 N. Stemmons Fwy
Lake Dallas, TX

December 8, 2021

City of Lake Dallas
Attn: Lancine Bentley
940.497.2226 ext. 404 Phone
lbentley@lakedallas.com

Abatement & Demolition of Commercial Structure located at 1002 N. Stemmons Fwy., Lake Dallas, TX

Garrett Demolition hereby proposes to furnish all materials, labor, and equipment to perform all work required for the demolition at said property, in accordance with all local, state and federal regulations, for the following sum:

Description of Work		Unit Price	Total Amount	Comments
Asbestos Abatement	Lump Sum	$720.00	$720.00	1 working day or less, weather permitting. *Please see Scope of Work for further information regarding removal of this material*
Demolition Base Bid	Lump Sum	$26,248.00	$26,248.00	5 working days or less, weather permitting.
GRAND TOTAL ALL ITEMS			**$26,968.00**	

Garrett Demolition has visited the project site and understands the scope of work required to complete this project, per the plans and specifications and this Proposal is made in accordance with said documents.

If awarded the contract, Garrett Demolition, Inc. agrees to execute a satisfactory Construction Contract and provide proof of insurance coverage with the Owner and/or Owner's Representative for the entire work within 5 days after the notice of award.

Furthermore, Garrett Demolition, Inc. agrees to complete the project within **SIX (6)** working days or less, *excluding delays due to inclement weather and/or muddy ground conditions*, from the time demolition activities commence. Work weeks will consist of **Five (5)** working days, unless otherwise agreed upon in writing.

Acknowledgement of Addendums:
Addendum 1: 12/03/21

ABATEMENT SCOPE:

1. Removal of +/- 12 SF of roof flashing. *Please note, the quantity of this material is under the 160 SF threshold therefore it is not regulated and does not require abatement. Pricing is provided to meet the bidding requirements.*

   Abatement Specifications:
   - All work is to be performed per local, state and federal guidelines, including regulations of the Environmental Protection Agency (EPA), Occupational Safety & Health Administration (OSHA), and the Texas Department of State Health Services (TDSHS).
   - No abatement work plan was provided at the time of bid preparation. Our bid is based on performing all work per the minimum guidelines and industry standards of state and federal regulations to ensure that the client does not incur unnecessary costs.
   - Asbestos wastes generated will be removed wet, as to eliminate any friable materials, packaged, labeled, manifested, transported and disposed of at an EPA approved landfill. All non-asbestos trash and waste will be left on-site for disposal as construction and demolition (C&D) debris during demolition activities.
   - Pricing is based off asbestos survey completed by Bradley Environmental Services on 10/21/20. IF additional ACM is discovered (not identified in survey or above quantities indicated above), a signed change order must be in place prior to removal of additional material.
   - Bid is based on conditions existing at the time of the bid. If conditions vary or are altered, we reserve the right to adjust our bid if they affect the work.

DEMOLITION SCOPE OF WORK:

1. Obtain demolition permit and pay fees, as required by the City of Lake Dallas
2. Sewer capping prior to demolition per City requirements
3. Demolition and proper disposal of commercial structure including foundation, foundation walls and footings
4. Removal of high-rise sign including footings to 2' below grade
5. Removal and proper disposal of fencing including chain link fencing at rear of property, scrub trees, bushes and trees entangled in fencing, and all associated flat-work including asphalt and concrete pavement
6. Clearing and grubbing of a depth no greater than 3' below grade *of structural footprint ONLY* for removal of abandoned underground piping and utilities
7. Final site clean of disturbed area
8. Rough grading to promote best possible positive drainage flow

Services Included:

Single mobilization / Project Setup, per phase, additional mobilizations will be billed at $1,800.00 per each piece of equipment
Materials, labor, insurance, profit, and overhead
Abatement materials (poly, tapes, suits, filters, solvents, bags, etc.)
Abatement trade Equipment (decons, negative air units, vacuums)
Asbestos Waste Manifest, Transportation and Disposal
Power & water to support abatement activities
Demolition trade equipment
Transportation and proper disposal of C&D and recyclable materials
Demolition permits and fees
Filing of TDSHS 10 Day Notification Form
Texas 811 Line Locates
Utility kill verifications
Sewer capping

Services Excluded:

Abatement consulting or any form of environmental remediation
Abatement of ACM that is not identified in Asbestos Survey. IF additional ACM is discovered a signed Change Order will be required prior to further abatement activities
Retainage (if withheld, to be released within 45 days of request for retainage, following final progress payment)
TDSHS Filling Fees (will be billed directly to owner by TDSHS)
Installation of erosion control devices
Repair or maintenance of erosion control devices after demobilization
Disconnection, relocation or capping of utilities, other than sewer
Import of fill dirt or fine grading
Traffic control or barricades
Grubbing or removal of utilities outside of building footprint

Utility Disconnects:

It is the owner's responsibility to ensure that active service accounts with all service providers are closed and rendered inactive. You may request that service lines and meters be removed through your service provider or call Atmos and Oncor directly once all accounts are inactive. You will still use the same verbiage below if you request the retirement of services through your service provider. If Oncor and Atmos are not your distribution companies, please call the distribution company for your area.

Atmos: To request meter and service lines be removed, call 1-888-286-6700 tell the customer service rep. that the structure is being demolished and that you need the meter removed and service lines retired/capped at the main. They will then give you a confirmation number for the work; keep record of this number. Also note, Atmos will only allow the property owner to make the request for retirement of service and allows up to 20 business days (weather permitting) for completion.

Oncor: To request meter and service lines be removed, call 1-888-313-6862 when prompted; select option 1 for residential or option 2 for commercial. Tell the customer service rep. the structure is being demolished and that you need service meter and lines removed. They may or may not give you a confirmation number, but Oncor can retrieve all requests by the property address.

Water Meter: Request must be made to local water department to have water meter removed.

All utility retirements must be completed before demolition will begin. Once we receive the signed proposal, the project coordinator can assist in following up on the requested retirements.

Terms:
This Proposal is valid for **Sixty (60**) days.

Payment shall be due in NET 30 days after time of completion. IF, retainage is withheld it shall be paid within 45 days of completion of the demolition scope of work. Client to pay costs and expenses, including reasonable attorneys' fees, incurred by Garrett Demolition should collection proceedings be necessary. If necessary, a Mechanic's lien may be filed as part of the collections process.

Garrett Demolition, Inc's status is that of an independent sub-contractor and to provide services only as indicated by the owner or their representatives.

Any alteration or deviation from this proposal involving additional work will be executed only upon receipt of a signed Change Order from the Owner or Owner's Representative. Extra charges over and above the proposal price may be assessed.

This proposal shall be incorporated into any Contractor-Subcontractor Agreement. No work shall begin on this project until a ***fully executed contract*** is received in our office. This includes project scheduling, pulling permits, verifying utilities, etc.

If for any reason the contract is forfeited or breached by the Owner or Owner's Representatives, they will still be contractually responsible for any cost incurred by Garrett Demolition, Inc. including but not limited to administrative cost for file preparation, preparing permitting documents, cost of issued permits, pre-demolition site visits, utility verifications, line locates, etc.

Any salvage anticipated to be retained by Owner or Construction Manager is to be noted at the time of bidding.
Upon acceptance of this proposal and/or entering into contract, Garrett Demolition retains all salvage rights to said structures and/or property indicated to be demolished within this proposal. Any salvaging of property after that time must be agreed upon by Brad Garrett before starting of project. Bids are based off of anticipated salvage.

Respectfully submitted,

By: **Bradley J Garrett**
Title: **President**
Company: **Garrett Demolition, Inc**
Address: PO Box 633
City, State, Zip Code: **Burleson, TX 76097**
Telephone No.: **Office 817-426-0082**
Email address: brad@garrettdemo.com please cc: melinda@garrettdemo.com

Abatement & Demolition of Commercial Structure

Located at 1002 N. Stemmons Fwy., Lake Dallas, TX

Proposal Acceptance Statement / Authorization and Notice to Proceed
**THIS FORM MUST BE COMPLETED IN IT'S ENTIRITY. INCOMPLETE FORMS WILL NOT BE ACCEPTED AND MAY CAUSE DELAYS.

I, ________________________________, an authorized representative of the facility and facility's ownership/management accept this proposal and authorize Garrett Demolition, Inc to perform services as stated in this proposal. I understand this proposal or specific portions thereof shall be incorporated into any contract agreement that will be executed prior to the start of any work.

Client Information (individual or entity with whom we are entering into contract with):

Individual, Business or Entity Name: ____

Representative Name & Title and / or Role: ____

Physical Address: ____

Mailing Address, if different: ____

Office Phone: __________________________ **Cell Phone:** __________________________

Representative Email Address: ____

Billing Contact Name: ____

Billing Contact Phone: ____

Billing Contact Email: ____

Billing Contact Physical Address: ____

Billing Contact Mailing Address, if different: ____

Billing PO #, if required: ____

Signature:_______________________________________ **Date:**_____________________

Owner Information (individual or entity listed as current property owner of record):

Property Owner Name: ____

Property Owner Phone: ________________________ **Alternate phone or cell phone:** __________________

Property Owner Email: ____

Property Owner Physical Address (cannot be the same address where work is being performed): _________

____

Property Owner Mailing Address: ____

Signature:_______________________________________ **Date:**_____________________

From:	Keith Flowers
To:	Lancine Bentley
Cc:	Karen Andrews
Subject:	RE: Bid Clarification Questions
Date:	Wednesday, December 29, 2021 2:00:32 PM
Attachments:	image001.jpg

[EXTERNAL]

Ms. Bentley,

Please find the responses to your questions below:

1. Your asbestos/demolition combination bid is for $18,570.00. Does this bid include:
    - power and water to support abatement activities, Yes.
    - filing of TDSHS 10 day notification form, and Yes
    - sewer capping? Yes
2. If you were selected to do the asbestos abatement only, would you provide the service? Would the cost still be $2,080.00? Yes, we would provide the service.
3. Please confirm your best and final offer for the asbestos/demolition combination bid ($18,570.00). Yes, $18,570.00 is the confirmed price for the asbestos abatement and demolition.

Respectfully,

Keith Flowers
Project Manager

210 S. Walnut Creek Dr.
Mansfield, TX 76063
Phone: 817-477-9995
Cell: 817-507-9406
keith@intercon-environmental.com

From: Karen Andrews <karen@intercon-environmental.com>
Sent: Tuesday, December 28, 2021 6:43 PM
To: Keith Flowers <keith@intercon-environmental.com>
Subject: Fwd: Bid Clarification Questions

From: Lancine Bentley <lbentley@lakedallas.com>
Date: December 28, 2021 at 11:48:14 AM CST
To: Karen Andrews <karen@intercon-environmental.com>, Purchasing <purchasing@intercon-environmental.com>
Cc: Lancine Bentley <lbentley@lakedallas.com>
Subject: Bid Clarification Questions

Good Morning,

During review of all submitted demolition and asbestos remediation quotes at our recent Community Development Corporation meeting, some clarification questions were asked. As such, a few bidders are being recontacted to obtain clarity.

1. Your asbestos/demolition combination bid is for $18,570.00. Does this bid include:
   - power and water to support abatement activities,
   - filing of TDSHS 10 day notification form, and
   - sewer capping?
2. If you were selected to do the asbestos abatement only, would you provide the service? Would the cost still be $2,080.00?
3. Please confirm your best and final offer for the asbestos/demolition combination bid ($18,570.00).

Please provide your responses by Monday, January 3rd at 9AM. Contact me should you have any questions. Thanks. lb

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From: Lancine Bentley
Sent: Friday, December 3, 2021 4:01 PM
To: Lancine Bentley <lbentley@lakedallas.com>
Subject: Additional Information for 1000-1002 S. Stemmons and 1004 S. Stemmons
Importance: High

Good Afternoon All,

I am providing some additional information from the job walk this morning.

1. The Scope of Work does not contain the removal of a large sign structure on 1000 – 1002 S. Stemmons (Everest property). See first three photo attachments. The sign removal (to 2'-3' below grade) will be added to the Scope of Work as part of the demolition. Please bid this item.

2. The Scope of Work for both properties states the following: "All porch/patio foundations, steps, asphalt and concrete

parking lots, and fencing shall be demolished and removed, **including the chain link fence at the rear of the structure. Contractor shall remove <u>all</u> trees and bushes growing in the fence line."** This will be amended to read **"Contractor may remove any trees and bushes, as necessary, that are growing in the fence line."**

There is no desire to retain the fence line trees, however, we do not want to incur additional costs for individual tree removal. Therefore, any trees/bushes removed during the removal of the fence should be included in the bid to remove the fence.

3. The CDC is working with utilities to provide water and electric to these long-vacant structures. However, please include individual line items for provision of a water truck and a generator should these items be needed.

Photos of both sites provided for clarity.

Lastly, bids will be reviewed and likely vendor(s) selected by the CDC on Monday, December 13th. The approved contract(s) must go to two City Council meetings (Jan 13th and 27th) prior to work beginning. Therefore, this project will likely begin in early February.

Please call or email with any questions. lb

From: Lancine Bentley
Sent: Monday, November 29, 2021 7:03 PM
To: Lancine Bentley <lbentley@lakedallas.com>
Subject: Request for Quotes for 1000-1002 S. Stemmons Freeway
Importance: High

Good Evening,

The Lake Dallas Community Development Corporation is Requesting Quotes for the following project: **Asbestos Removal and Demolition of structure at 1000 – 1002 S. Stemmons Freeway (Property ID #62948)**

Quotes may be submitted as follows:
- A quote for asbestos removal ONLY.
- A quote for demolition and property grading ONLY.
- A quote for asbestos removal AND demolition and property grading.

Attached please find the following five documents for the project.

1. Scope of Work for Asbestos Removal ONLY
2. Scope of Work for Demolition and Property Grading ONLY
3. Scope of Work for Asbestos-Demo Combo
4. Asbestos Removal Technical Specifications
5. Contract (NOTE: the contract is drafted for an asbestos-demo combo quote, but will be split into two contracts if two contractors are hired.)

Subcontractors may be used in the performance of this work.

If there are any objections or changes to language in the agreement, that must be submitted with the quote.

The **job walk is scheduled for Friday, December 3rd at 11:30AM**.

The **deadline for quote submission is Wednesday, December 8th at 5:00PM CST**. Please call 940-218-4195 if you have any questions.

Following this email will be a second RFQ for the adjacent structure (1004 S. Stemmons Freeway). Thanks. lb

Lancine Bentley

Lancine Bentley
Assistant to the City Manager
City of Lake Dallas
212 Main Street
Lake Dallas, Texas 75065
940-497-2226 ext 404
Cell 940-218-4195
lbentley@lakedallas.com

210 South Walnut Creek Drive • Mansfield, Texas 76063 • Phone: (817) 477-9995 • Fax: (817) 477-9996

Intercon ENVIRONMENTAL, INC.

December 8, 2021

Sent via email
lbentley@lakedallas.com
Proposal # 210437

Ms. Lancine Bentley
Lake Dallas Community Development Corporation
212 Main Street
Lake Dallas, Texas 75065
Telephone (940) 218-4195

Re: Asbestos Abatement and Demolition at the Former Commercial Building located at 1000 – 1002 South Stemmons Freeway in Lake Dallas, Texas 75065

Ms. Bentley,

Intercon Environmental, Inc. respectfully submits our proposal for the removal and disposal of asbestos-containing materials at the above referenced location, as identified and quantified in the Technical Specifications For Asbestos Abatement from Bradley Environmental Services dated October 29, 2021 and the demolition of the structures in accordance with the Exhibit A Scope of Work For Asbestos Removal and Exhibit A Scope of Work For Demolition of Structures and Other Associated Property Work provided in your email dated December 2,2021.

The building materials to be abated are as follows:

<u>1000 – 1002 South Stemmons Freeway</u>
Approximately 12 square feet of asbestos containing roof penetration flashing.

Our Asbestos Abatement Price:..$2,080.00
The price is based on a single mobilization and quantities within 5% as listed in the specifications.
Estimated duration - One (1) Working Day.

The demolition scope of work is as follows:

Verify all utilities serving the structures have been physically disconnected by others prior to demolition.
Obtain demolition permit from the City of Lake Dallas.
Removal and disposal of the structure and associated foundation.
Removal and disposal of the twin pole sign at the southern property line to a depth of 2'-3' below existing grade.
Removal and disposal of interior property paving.
Removal and disposal of miscellaneous site debris, shrubs, and scab trees as necessary at rear fence line to facilitate fence removal.
Site grading of the area disturbed during demolition with existing on-site soils to achieve positive drainage and prevent ponding of water.
Installation of erosion control (silt fence) as necessary.

Our Demolition Price:..$16,490.00
Estimated duration - Five (5) Working Days.

Our Total Project Price:..$18,570.00

This price includes all labor, equipment, materials, and disposal necessary to complete this work in accordance with all local, state, and federal regulations.

General and Pollution Liability	$1,000,000 - $2,000,000
Workers Compensation and Employers' Liability	$1,000,000
Automotive Liability includes Hired and Unowned	$1,000,000
Umbrella Liability	$5,000,000

Additional insurance is available at additional cost.
(See attached Certificate of Insurance)

Owner's Responsibilities
The Texas Department of State Health Services notification fees.
The Asbestos Consulting Firm and Air Monitoring.

P&P Bonds, if required, are an additional 2%

Thank you for your consideration. If you have any questions, please feel free to give me a call.

Submitted By:

Keith Flowers
Project Manager
Intercon Environmental, Inc.
(817) 507-9406 Cell
(817) 477-9995 Office

Any documents related to this proposal, including, but not limited to, awards, notice-to-proceeds, work orders, purchase orders, contracts, and/or any time sensitive notices should be sent to:
Purchasing@intercon-environmental.com

Lloyd D. Nabors Demolition, LLC

Fax Cover Sheet

To:	Lancine Bentley	**From:**	Lloyd Nabors
Email:	lbentley@lakedallas.com	**Date:**	12/29/2021
Phone:	(940) 218-4195	**Pages:**	3
Re:	1000-1002 S. Stemmons Fwy, Lake Dallas (Everest Building)	**Company:**	City of Lake Dallas

Comments:

If you have any questions, please contact our office.

Sincerely,

Lloyd D. Nabors

1330 DOWDY FERRY ROAD, HUTCHINS, TEXAS 75141 972-225-1200 PHONE 972-225-1256 FAX

LLOYD D. NABORS
DEMOLITION, LLC

Proposal No. 21-2794

Mr. Lancine Bentley		Date:	12/29/2021
City of Lake Dallas		Phone:	(940) 218-4195
212 Main Street			
Lake Dallas, TX 75065			

Proposal for Demolition Services at the following site:

Commercial Demolition
1000-1002 S Stemmons Fwy
Lake Dallas, TX 75065
(Everest Liquor Store Building)

Lloyd D. Nabors Demolition, LLC proposes to furnish all materials and perform all labor necessary to complete the scope of work described in this proposal.

SCOPE OF WORK:
This scope of work is based on site observations and discussions with Lancine Bentley. This proposal covers only:

1. Demolish and haul away noted abandoned Everest liquor store building, and slab 2' below adjacent grade.
2. Demolish and haul away all noted site paving down to base.
3. Demolish and haul away noted advertising sign 4' below adjacent grade.
4. Haul away all accumulated trash in/around buildings.
5. Demolish, and remove noted chain link fence, and remove trees only necessary to fence removal.
6. Grade site to drain post demolition.
7. Cap Sewer line as needed
8. File TDH Notification

Demolition $14,200.00
Trucking $3,550.00 + Taxes $292.87
Lump Sum $18,042.81

Additional mobilizations will be charged at $2,500.00 per piece of large equipment transported or crew that is dispatched. An additional charge for travel will apply to any site outside of the Metroplex mapsco area.

EXCLUSIONS:
1. Asbestos abatement.
2. Any hazardous materials.
3. Layout.
4. Construction fencing, silt fencing, traffic controls and/or barricades.
5. Contacting utility companies for termination of utility services.
6. Tree survey, tree protection
7. SWPPP Program.
8. Fees for DSHS notification.
9. Import of fill materials, excavation
10. More than one (1) mobilization.
11. Capping/disconnecting of utilities (aside from sewer)

All salvage becomes the property of Lloyd D. Nabors Demolition, LLC

Price is good for 21 days and payment is due within 30 days from date of invoice or draw. Any alterations from the specifications involving extra cost of material or labor will be executed only upon written orders for same, and will become an extra charge over mentioned in this contract. All agreements must be made in writing.

In order to proceed, LND requires one of the following: signed proposal, letter of intent or a contract.

We appreciate the opportunity to provide this proposal for demolition services. Please contact our office with any questions.
Respectfully Submitted,

Lloyd Nabors/AMH

LLOYD D. NABORS DEMOLITION, LLC

ACCEPTED BY:

Company: ______________________________________

Name: ____

Signature: _____________________________________

Date: ____

AGENDA ITEM 7

Lake Dallas Community Development Corporation
AGENDA MEMO

Prepared By: Lancine Bentley, Assistant to the City Manager **January 10, 2022**

Public Hearing on the Sale and Development of Property Located at 312 Main

DESCRIPTION:

Conduct a public hearing and take appropriate action regarding a project relating to the sale and development of the property located at 312 Main Street and providing a grant related thereto.

BACKGROUND INFORMATION:

The Lake Dallas Community Development Corporation (CDC) is a Type B Economic Development Corporation established by the City of Lake Dallas pursuant to the Development Corporation Act, Texas Local Government Code, Chapters 501-507, as amended (the "Act"). Specifically, the Corporation possesses the powers granted by Chapter 505, Texas Local Government Code. The LDCDC has determined that a program of purchasing small tracts of real property within the City at strategic locations for the purpose of consolidating those tracts into larger parcels for redevelopment will promote new and expanded business enterprises within the City and constitutes a "project" in accordance with Section 505.158 of the Act.

On September 29, 2020, the LDCDC purchased 312 Main Street for $231,476.45. The LDCDC plans to enter into a purchase and sale agreement of 312 Main Street with Isabel and Louis Velez, Jr. The sale of said property is subject to a restriction agreement on the property requiring construction of a three-story building with not less than 7000 square feet of the ground floor to be developed for restaurant and retail purposes and the remaining floors to be developed for restaurant, retail, office, and/or multi-family residential purposes.

The Act requires that the LDCDC Board hold a public hearing on the expenditure of funds for the project. The expenditure, in this instance, is the credit against the purchase price, which would be funds otherwise paid to the CDC at closing.

FINANCIAL CONSIDERATION:

The purchase price of the property is $225,000. A purchase grant is being offered to the buyer (Isabel and Louis Velez, Jr.) in the amount of $224,900 which is to be applied as a credit to the purchase price at closing.

RECOMMENDATION:

Staff recommends approval of the sale and purchasing agreement, including the related grant, with Isabel and Louis Velez, Jr. for development of the property located at 312 Main Street.

POSSIBLE MOTIONS:

I move to authorize/not authorize the LDCDC Chairperson to negotiate and sign contracts and other documents that are reasonable and necessary to sell to Isabel and Louis Velez, Jr. and/or assigns the property located at 312 Main Street for a sales price of $225,000 and a purchase grant of $224,900 to be applied as a credit to the purchase price, the sale of said property to be subject to a restriction agreement on the property requiring construction of a three-story building with not less than 7000 square feet of the ground floor to be developed for restaurant and retail purposes and the remaining floors to be developed for restaurant, retail, office, and/or multi-family residential purposes.

ATTACHMENT(S):

Listing Agreement

PURCHASE AND SALE AGREEMENT

This **Purchase and Sale Agreement** ("Agreement") to buy and sell real property is entered between Seller and Purchaser as identified below and is effective on the date set forth in Section 16(e) ("**Effective Date**"). Seller and Purchaser are referred to herein collectively as "the Parties" and sometimes separately as "Party."

Seller:	Lake Dallas Community Development Corporation
Seller's Address:	Attn: Mike Mayberry, President 212 Main Street Lake Dallas, Texas 75065 Telephone: (214) 477-2443 E-mail: 203mainstreet@gmail.com
Seller's Attorney:	Kevin B. Laughlin Nichols, Jackson, Dillard, Hager & Smith, LLP 500 N. Akard, Suite 1800 Dallas, Texas 75201 Phone: (214) 965-9900 E-mail: klaughlin@njdhs.com
Seller's Broker:	None
Purchaser:	Isabel Velez and Louis Velez, Jr. or a business entity controlled by Isabel ~~Ramos~~Velez
Purchaser's Address:	101 Baize Blvd. Hickory Creek, Texas 75065 Phone: (214) 384-3626 E-mail: ramos1021@yahoo.com
Purchaser's Attorney	______________________________ ______________________________ ______________________________ ______________________________ Phone: ________________________ E-mail: ______________________
Purchaser's Broker/Agent:	None

Property: The real property described as Being 0.427 acres situated in the M. Wright Survey Abstract Number 1355 in the City of Lake Dallas, Denton County, Texas described in Exhibit "A", attached hereto and incorporated herein by reference, together with all improvements thereon and all appurtenant rights and leases. attached hereto and incorporated herein by reference; together with all improvements, fixtures, and personal property located thereon, and all (i) strips and gores between said tract and abutting properties, (ii) land lying in or under the bed of adjacent streets, alleys, roads or rights of way, (iii) easements or rights of way appurtenant to or otherwise benefitting said tract, (iv) utility capacities, commitments, reservations and other rights and capacities (including but not limited to stormwater detention rights) related to said tract, (v) all permits and approvals relating to said tract. (vi) all development rights relating to said tract, (vii) all rights to credits, refunds and reimbursements associated with said tract, (viii) all water and drainage rights associated with said tract, (ix) all reversionary rights related to said tract, and (x) all other rights and appurtenances of any kind related to said tract, but subject to the Permitted Exceptions.

Restriction Agreement: That certain Restriction Agreement by and between Seller and Purchaser attached hereto as Exhibit "B", subject, however, to such reasonable modifications as may be ~~reasonably~~ requested by any lender providing financing with respect to the Property, provided such modifications do not require the Seller to subordinate its rights under the Restriction Agreement to such lender.

Title Company: ~~Republic Title of Texas, Inc~~Fidelity National Title Agency.
Attn: ~~Tammie Cooper, Vice President~~Michele Neely
~~2626 Howell Street, 10th Floor~~525 S Locust Street, Suite 400
~~Dallas~~Denton, Texas ~~75204~~76201

Phone: ~~(214) 855-8886~~(940) 382-8200
Fax: ~~(214). 516-2507~~(888) 651-6428
E-Mail: ~~tcooper@republictitle.com~~ michelle@dosterlawgroup.com

Inspection Period: The period commencing on the Effective Date and ending the 120th day after the Effective Date.

Closing Date: The forty-fifth (45th) day after the expiration of the Inspection Period, or such earlier date as agreed by the Parties, or as extended as provided herein.

Purchase Price: **TWO HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS ($225,000.00)** paid in CASH

Purchase Grant: **TWO HUNDRED TWENTY-FOUR THOUSAND NINE HUNDRED AND NO/100 DOLLARS ($224,900.00)** grant by Owner to Buyer to be applied as a credit at Closing to the Purchase Price.

WHEREAS, Seller is a Type B Corporation as defined in the Development Corporation Act, Chapters 501-505 of the Texas Local Government Code (the "**Act**") created by the City of Lake Dallas, Texas (the "**City**"), a municipality with a population of less than 20,000; and

WHEREAS, the Act authorizes Seller to engage in a "project" that includes the land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by Seller's board of directors to promote new or expanded business enterprises; and

WHEREAS, Purchaser desires to purchase the Property and develop the Property pursuant to the Restriction Agreement, which development will include construction of a mixed use building containing not less than three (3) floors, with no less than 7000 square feet on the ground floor designed for retail and/or restaurant and the upper floors to be developed and used for restaurant, retail, office, and/or multi-family uses. (the "**Project**"); and

WHEREAS, Purchaser has advised Seller that a contributing factor that would induce Purchaser to purchase the Property and construct the Project would be an agreement by Seller to provide the Purchase Grant; and

WHEREAS, Seller has determined that the Project is required or suitable to promote or develop new or expanded business enterprises within the City and constitutes a "project," as that term is defined in the Act; and

WHEREAS, Seller has determined that making the Purchase Grant to Purchaser in accordance with this Agreement will further Seller's objectives, will benefit the City and its inhabitants, and will promote local economic development and stimulate business and commercial activity within the City's corporate limits.

NOW, THEREFORE, in consideration of the sum of the payment of the Purchase Price and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller and Purchaser agree as follows:

1. **Sale and Purchase.** Seller agrees to sell, and Purchaser agrees to purchase the Property as provided in this Purchase and Sale Agreement ("Agreement") for the Purchase Price and subject to additional consideration set forth in this Agreement.

2. **Title, Survey, and Environmental Reports.**

(a) Not later than fifteen (15) days after the Effective Date, Seller shall, at Purchaser's expense, deliver to Purchaser:

(i) a current commitment for an Owner's Policy of Title Insurance for the Property from the Title Company issued to Purchaser in the amount of the Purchase Price, setting forth the state of title to the Property together with any easements or restrictions (existing or created pursuant hereto) benefiting or burdening the Property, together with all exceptions or conditions to such title (the "**Title Commitment**");

(ii) legible copies of all documents referenced in the Title Commitment;

(iii) any environmental or geotechnical studies or reports that Seller may have in its possession or that is available to Seller as of the Effective Date with respect to the Property;

(iv) tax certificate(s) regarding the payment of ad valorem taxes for current and prior years;

(v) the most recent survey and plat of the Property that Seller has in its possession or that may be available to Seller;

(vi) notices or other documents regarding any uncured violation of applicable laws, rules, regulations, codes or ordinances regarding the Property, or relating to any actual or claimed existence, release or disposal of any toxic or hazardous substance or waste in, upon or affecting the Property, or relating to any pending or threatened litigation affecting the Property; and

(vii) any other documents or information in Seller's possession relating to the Property which may be reasonably requested by Purchaser.

(b) Not later than thirty (30) calendar days after the Effective Date, Purchaser may, at Purchaser's expense and option, update the existing survey (the "**Survey**") of the Property prepared by a duly licensed Texas Registered Public Land Surveyor. The Survey shall be staked on the ground, and the survey plat shall show the location of all improvements, highways, streets, roads, railroads, rivers, creeks, or other water courses, fences, easements, and rights-of-way on or adjacent to the Property, if any, and shall contain the surveyor's certification that there are no encroachments on the Property other than what are listed on the Title Commitment and shall set forth a metes and bounds description of the Property. If different than the description of the Property attached as Exhibit "A" hereto, the legal description contained in said Survey shall be used by the Parties as the legal description contained in the Special Warranty Deed unless, at the time of Closing, the Property has been subdivided into one or more separately platted lots, in which case the Property shall be conveyed by the platted lot description.

(c) Purchaser shall, not later than ten (10) days after Purchaser's receipt of the last of (i) the Title Commitment, (ii) legible copies, to the extent available, of all instruments referred to in the Commitment, and (iii) the Survey, (or after the expiration of the period for obtaining the Survey, if a Survey is not obtained) approve or provide written objections to the aforementioned items above. If there are objections by Purchaser, Seller shall in good faith attempt to satisfy them prior to Closing, but Seller shall not be required to incur any cost to do so. If Seller delivers written notice to Purchaser not later than the fifth (5th) calendar day after Seller's receipt of Purchaser's objections that Seller is unable to satisfy such objections, Purchaser may either (i) waive such objections and accept title as Seller is able to convey or terminate this Agreement by written notice to Seller and the Title Company prior to the expiration of the Inspection Period or (ii) elect to extend the Closing Date, not to exceed an additional sixty (60) days, in order to provide Seller additional time to cure the objections. If Purchaser elects to extend the Closing Date pursuant to (ii) in the previous sentence, and Seller fails to cure the objection with such period, Purchaser may either waive the objection and proceed to Closing or terminate this Agreement without further liability to either Party.

3. **Inspection Period.**

(a) During the Inspection Period, Purchaser and its agents, contractors, representatives, consultants or employees shall have the right to enter upon the Property during regular business hours upon reasonable notice and conduct such inspections, tests and studies as they may deem necessary. If for any reason Purchaser determines not to purchase the Property, Purchaser may terminate this Agreement by notifying Seller and Title Company in writing prior to the expiration of the Inspection Period. In such event, neither Party shall have any further claim against the other under this Agreement. If Purchaser does not timely terminate this Agreement under this Section 3, it shall have no further right to do so under this Section 3; and Purchaser shall have waived its right to terminate this Agreement within the Inspection Period.

(b) Purchaser may enter the Property to conduct its inspection but shall be solely responsible for any damages caused thereby. **Purchaser shall repair any damage to the Property it causes or that is caused by its agents, contractors, representatives, consultants or employees, and shall indemnify and defend Seller and hold Seller harmless from and against any and all claims, liabilities or damages to the Property or against Seller caused by the intentional or negligent acts or omissions of Purchaser and/or Purchaser's authorized agents, contractors, representatives, consultants or employees during the Inspection Period or as a result of any inspection of the Property by such parties; provided, that no indemnity shall be required for Purchaser's discovery of any violations of any applicable law, statute, rule, regulation, code or ordinance during such inspection, or discovery of any preexisting conditions present at the Property.**

(c) During the Inspection Period, Purchaser may review and conduct any studies relating to engineering and environmental matters associated with the Property; provided, however, no invasive testing (such as a Phase II ESA) shall be permitted without Seller's prior written consent, given in Seller's sole and absolute discretion. Notwithstanding the foregoing to the contrary, if a Phase I Environmental Site Assessment (a "**Phase I ESA**") is performed on behalf of Purchaser by a reputable and licensed environmental engineer or professional engineering firm (as applicable, "**Purchaser's Environmental Engineer**"), and, in the reasonable opinion of Purchaser's Environmental Engineer and/or Purchaser's lender, the findings of such Phase I ESA discloses materials and/or conditions affecting the Property such that the performance of a Phase II Environmental Site Assessment (a "**Phase II ESA**") is recommended in order to fully assess same, then Seller agrees to not unreasonably withhold its consent to the performance of a Phase II ESA at the Property on conditions, in locations and with a scope approved in advance in writing by Seller. Upon completion of any Phase I ESA and/or Phase II ESA, Purchaser shall promptly provide a copy of same to Seller. No Phase II ESA shall commence prior to the delivery of the Phase I ESA to Seller.

(d) The provisions of this Section 3 shall expressly survive any termination of this Agreement or the Closing for a period of six (6) months.

4. **Closing Date**. The closing of the sale of the Property (the "**Closing**") shall occur on the Closing Date through escrow arrangements with the Title Company, or at such other earlier date as may be agreeable to the Parties.

5. **Closing Deliverables.**

(a) At the Closing, Seller shall deliver to Purchaser through the Title Company:

(i) a special warranty deed (the "**Special Warranty Deed**") in form and substance reasonably acceptable to Seller and Purchaser, conveying good and indefeasible title to the Property to Purchaser, free and clear of any and all encumbrances except the Permitted Exceptions, excluding the mineral rights, such mineral rights being reserved by Seller;

(ii) the documents required to be executed as a condition of closing as set forth in Section 8, below;

(iii) possession of the Property, free of parties in possession; and

(iv) such documents as may be reasonably required by the Title Company in order to cause the Title Company to issue a Texas Owner's Policy of Title Insurance (or equivalent) in the amount of the Purchase Price, insuring such title to the Purchaser, at Seller's expense (the "**Title**

Policy"), as well as such other documents as may be required by the Title Company to close the contemplated transaction.

(b) At the Closing, Purchaser shall deliver to Seller through the Title Company:

(i) the Purchase Price;

(ii) the documents required to be executed as a condition of closing as set forth in Section 8, below; and

(iii) such other documents as may be reasonably required by Title Company to close the contemplated transaction.

6. **Taxes**. Purchaser understands and acknowledges that the Property is presently exempt from the assessment of ad valorem taxes, which status will change upon conveyance of the Property to Purchaser. Seller shall not be responsible for payment of property taxes assessed against the Property for periods after the date of Closing, if any become due and payable.

7. **Closing Costs**.

(a) Seller hereby agrees to pay and be responsible for the following closing costs:

(i) all costs and expenses incurred by or on behalf of Seller, including Seller's attorney's fees; and

(ii) such other incidental costs and fees customarily paid by sellers of real property in Denton County, Texas, for transactions of a similar nature to the transaction contemplated herein.

(b) Purchaser hereby agrees to pay and be responsible for the following closing costs:

(i) all fees and costs for the Survey;

(ii) the Title Company's escrow fees;

(iii) all costs and expenses incurred by or on behalf of Purchaser, including Purchaser's attorneys' fees;

(iv) the cost of all tax certificates relating to all taxes and other assessments incurred or arising in relation to the Property;

(v) all premiums for the Basic Owner's Title Policy of Insurance in the amount of the Purchase Price, fees for any endorsements requested by Purchaser to the Title Policy; costs or fees for optional endorsements, deletions and amendments to the Basic Owner's Title Policy, and all costs related to issuance of any Mortgagee's Title Policy, and/or Interim Construction Lender Endorsement, if any;

(vi) Recording fees for the Special Warranty Deed, the Restriction Agreement, and any other documents that are required to be recorded granting any liens or security interests in the Property and/or any improvements constructed thereon; and

(vii) such other incidental costs and fees customarily paid by purchasers of property in Denton County, Texas, for transactions of a similar nature to the transaction contemplated herein.

8. **Conditions to Closing.** Closing on the sale of the Property shall be conditioned upon and subject to the following:

(a) Purchaser and Seller having duly executed the Restriction Agreement in recordable form;

(b) On or before the end of the Inspection Period, the zoning of the Property being amended, if necessary, such that Purchaser may develop and use the Property for the Required Use as defined in the Restriction Agreement. If the Property is not zoned for such use as of the Effective Date, Seller agrees that Purchaser shall have the right to file an application with Seller to seek an amendment to the zoning regulations affecting the Property (the "**Zoning Regulations**") to allow the Property to be used for the Required Use. The application for rezoning the Property shall be made in the name of Purchaser, prosecuted at the expense of Purchaser, and filed with Seller on or before the last day of the Inspection Period. Nothing in this Agreement and, specifically, this Section 8(b), shall be construed as contractually obligating Seller to grant any amendment to the Zoning Regulations or otherwise waive its legislative discretion to amend the Zoning Regulations in any manner; provided, however, if Seller denies an application to amend the Zoning Regulations in a manner that allows the Property to be used for the Required Use, Purchaser shall have the right, as Purchaser's sole and exclusive remedy, to terminate this Agreement, and, thereafter, neither Party shall have any further claim against the other under this Agreement;

(c) Each of the representations and warranties made by Seller in this Agreement will be true and complete in all material respects on the Closing Date as if made on and as of such date;

(d) Seller will not have failed to materially perform or comply with any of Seller's agreements, covenants or obligations in the manner and within the periods provided herein;

(e) The Title Company will have irrevocably committed to issue the Title Policy;

(f) Before the Closing Date, City's City Council having approved this sale subject to the Purchase Grant in accordance with Section 505.158 of the Act;

(g) On the Closing Date, there will be no third party injunction, writ, preliminary restraining order or any order of any nature issued or threatened by a court of competent jurisdiction directing that the transaction contemplated by this Agreement not be consummated, as herein provided; and

(h) Seller having approved the Exterior Elevation Plans as provided in Section 13.

If the condition set forth in Paragraph (b), above, has not been satisfied on or before the scheduled expiration of the Inspection Period and Purchaser has made best efforts to obtain such approval, then the Inspection Period shall be automatically extended for a period of thirty (30) days. If the condition set forth in Paragraph (b) has still not been approved by the end of said thirty (30) day period, Purchaser may either (i) extend the Inspection Period for an additional thirty (30) day extension period, (ii) waive the condition and proceed to Closing, or (iii) terminate this Agreement as Purchaser's sole remedy. Purchaser shall file with Seller the required application for rezoning on or before the 60th day after the Effective Date Inspection Period, failing which Seller shall have the option to terminate this Agreement as its sole and exclusive remedy, and, thereafter, neither Party shall have any further claim against the other under this Agreement. If the condition set forth in Paragraph (h) has not been satisfied by the Closing Date as extended in accordance with Section 13, below, Seller may either (i) extend the Closing Date for an additional thirty (30) day period, (ii) waive the condition and proceed to Closing, or (iii) terminate this Agreement as Seller's sole remedy.

9. **Permitted Exceptions.**

Purchaser acknowledges and agrees that the Property will be conveyed by Seller at closing subject to the Restriction Agreement, and that the Special Warranty Deed shall contain reference to same. The (i) lien for current taxes not yet due and payable, (ii) the Restriction Agreement, and (iii) other appropriate matters appearing on Schedule B of the Title Commitment that were not cured and to which Purchaser failed to object or otherwise waived objection, shall be deemed to be Permitted Exceptions. Notwithstanding anything to the contrary herein, as a condition of Closing, Seller must resolve at Seller's sole cost the items that are listed on Schedule C of the Title Commitment which are by their nature Seller's responsibility, remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date of this Agreement, and use due diligence to cure the title and survey objections that Seller has agreed to cure.

10. **Representations and Covenants.**

Seller represents and covenants that: (a) it has authority to enter into this Agreement, and that this Agreement represents the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms; (b) no other person has any interests in or claims against the Property (other than as reflected by the Title Commitment); (c) it has no knowledge of any uncured violation of applicable laws, rules, regulations, codes or ordinances with respect to the Property, nor of any existence, release or disposal of any toxic or hazardous substance or waste upon or affecting the Property, nor of any pending or threatened litigation affecting the Property; and (d) it will not hereafter encumber the Property, or take any other action with respect to the Property which Seller knows will materially adversely affect the development, lease or other transactions contemplated by this Agreement. Purchaser represents that it has authority to enter into this Agreement and that this Agreement represents the legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms. The only representations made by any Party concerning the Property and this Agreement are as set out in this Section 10. The representations set forth in this Section 10 shall survive Closing.

11. **Property Sold As Is.**

(a) Purchaser hereby acknowledges and agrees that the sale of the Property hereunder is and will be made on an "as is, where is and with all faults" basis. The occurrence of Closing shall constitute an acknowledgment by Purchaser that the Property was accepted without representation or warranty, express or implied (except as otherwise specifically set forth herein and except for the special warranties of title set forth in the Special Warranty Deed).

(b) Except as otherwise specifically set forth in this Agreement and except for the special warranties of title set forth in the Special Warranty Deed, Seller hereby specifically negates and disclaims any representations, warranties or guaranties of any kind or character, whether express or implied, oral or written, past, present, future or otherwise, of, as to, concerning or with respect to the Property, including without limitation (i) the nature and condition of the Property and the suitability thereof for any and all activities and uses which Purchaser may elect to conduct thereon, (ii) the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or any other matter relating in any way to the Property, (iii) the compliance of the Property or its operation with any laws, ordinances or regulations of any government or other authority or body, (iv) the existence of any toxic or hazardous substance or waste in, on, under the surface of or about the Property, (v) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding the withdrawal of water and faulting, (vi) whether or not and to the extent to which the Property or any portion thereof is affected by any stream (surface or underground), body of water, flood prone area, floodplain, floodway or special flood hazard, (vii) drainage, (viii) zoning or land use restrictions rules and regulations to which the Property or any portion thereof may be subject, (ix) the availability of any utilities to the Property or any portion thereof including, without limitation, water, sewage, gas and electric and including the utility availability capacities allocated to the Property by the relevant governmental or regulatory authority, (x) usages of adjoining property, (xi) access to the Property or any portion thereof, (xii) the value, compliance with the plans and specifications, size, location, age, use, design, quality, description, durability, structural integrity, operation, leasing, title to, or physical or financial condition of the Property or any portion thereof, or any income, expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining to the Property or any part thereof, (xiii) the potential for further development of the Property, or (xiv) the merchantability of the Property or fitness of the Property for any particular purpose (Purchaser affirming that Purchaser has not relied on Seller's skill or judgment to select or furnish the Property for any particular purpose, and that Seller makes no warranty that the Property is fit for any particular purpose).

(c) Purchaser agrees that, prior to the expiration of the Inspection Period, it will have the opportunity to examine and investigate the Property and that, in purchasing the Property, Purchaser will rely solely upon its independent examination, study, inspection and knowledge of the Property, and Purchaser is relying solely upon its own examination, study, inspection, and, except for representations and warranties specifically set forth herein and, except for the special warranties of title set forth in the special warranty deed, and in the bill of sale and assignment, knowledge of the Property and Purchaser's determination of the value of the Property and uses to which the Property may be put, and not on any information provided or to be provided by Seller.

(d) Except as otherwise agrees in Section 11(e), below, Purchaser agrees that Purchaser shall be solely responsible for remediation, and all costs related thereto, of any toxic or hazardous waste or materials determined to exist on the Property that is required under applicable federal or state laws and/or regulations, whether known before Closing or discovered after Closing, to allow the Property to be used for residential purposes and agrees to release and hold Seller harmless from any and all such costs and liability.

(e) The provisions of this Section 11 shall survive the termination of this Agreement and the Closing.

12. **Reservation of Minerals; Waiver of Surface Rights**. Purchaser agrees that Seller, for itself and its successors and assigns, as their interests may appear, reserves from this conveyance unto Seller all oil, gas and other minerals owned by Seller located in and under and that may be produced from the Property to the extent not reserved by prior grantors. The following language regarding Seller's reservation of minerals and waiver of surface rights shall be included in substance in the special warranty deed:

> "There is hereby reserved for Grantor and Grantor's successors and assigns, all of Grantor's interest in the oil and gas minerals that are in, on and under the Property and that may be produced from it ("**Grantor's Mineral Interest**"). Grantor hereby agrees that no wells will be drilled on the surface of the Property, and no facilities of any kind (including, but not limited to, roads, pipelines, flow lines, electric power lines, tank batteries or treaters) will be placed on the surface of the Property by Grantor or by any other third party acting pursuant to Grantor's consent or authority; provided, that such facilities are permitted at levels below 500 feet below the surface of the Property to the extent that such facilities do not, in any manner whatsoever, interfere with the surface or subsurface support of the surface of the Property, including any improvements thereon. Grantor further hereby agrees that Grantor shall not have the right to use the surface of the Property and Grantor hereby waives all rights to use the surface of the Property for any purpose, including, but

not limited to the right of ingress and egress upon, across and over the surface of any of the Property for the purpose of mining, drilling, accessing, exploring, operating, treating, transporting or developing the Grantor's Mineral Interest or performing seismic or other testing on the Property; provided, however, nothing herein contained shall be construed as waiving or preventing Grantor from exploring for, developing or producing the Grantor's Mineral Interest or lands pooled or unitized therewith, by pooling, by directional or horizontal drilling (including, without limitation, fracturing and other completion techniques) under the Property from surface sites located on tracts other than the Property or by any other method that does not require ingress, egress or use of the surface of the Property; provided further, however, that the well bore for any oil or gas well or any other equipment that enters the subsurface of the Property shall be and remain at a depth of at least 500 feet below the surface of the Property; provided, however, that those operations shall in no manner interfere with the surface or subsurface support of the Property, including any improvements thereon."

13. **Approval of Exterior Elevation Plans**: Not later than end of the Inspection Period, Purchaser shall deliver to Seller the Exterior Elevation Plans. Not later than thirty (30) days after Purchaser delivers the Exterior Elevation Plans to Seller, Seller shall either approve the Exterior Elevation Plans or provide specific objections and suggested revisions to those portions of the Exterior Elevation Plans to which Seller objects. All portions of the Exterior Elevation Plans to which Seller does not object shall be deemed approved by Seller. Purchaser shall thereafter cause the Exterior Elevation Plans to be revised to reflect the applicable objections or suggested revisions within ten (10) days following receipt of same, and the revised Exterior Elevation Plans shall be resubmitted to Seller for approval. After the first submission and resubmission, Seller agrees to restrict further objections and suggested revisions to matters which have not previously been agreed upon or accepted (or deemed accepted) by Seller, and to deliver any additional objections and suggested revisions within fifteen (15) days after receipt of the revised Exterior Elevation Plans. The process of submissions and resubmissions shall continue thereafter until final agreement on the Exterior Elevation Plans is reached. Seller agrees that its failure to respond to a submission or resubmission within the above-referenced time frames shall constitute Seller's acceptance and approval of the submission or resubmission in question. Upon the approval (or deemed approval) of all elements of the Exterior Elevation Plans, no further approvals shall be required from Seller with respect to the Exterior Elevation Plans unless (and then only to the extent) any element of the approved Exterior Elevation Plans thereafter changes in any material respect. If the Exterior Elevation Plans have not been approved (or deemed approved) by Seller within sixty (60) Days following the receipt by Seller of the original Exterior Elevation Plans, then the Closing Date shall be extended by the number of days following such sixty (60) Day period following which the Exterior Elevation Plans are approved (or deemed approved) by Seller, not in no case longer than an additional sixty (60) days. For purposes of this Section 13, "Exterior Elevation Plans" means a set of drawings prepared by a licensed architect depicting the general appearance of the exterior elevations of the Building, inclusive of building materials and color schemes.

14. **Remedies.** If Purchaser defaults, Seller's sole remedy shall be to terminate this Agreement, thereby releasing both of the Parties from this Agreement. If Seller defaults, Purchaser's sole remedies shall be (i) to terminate this Agreement, thereby releasing both of the Parties from this Agreement, or (ii) specific performance. No termination shall occur pursuant to a default until the non-defaulting Party has provided written notice of default not less than ten (10) days prior to the proposed date of termination and the defaulting Party has failed to cure the default; provided, however, if all of the Parties have fully performed and all conditions to Closing have been satisfied other than the signing of documents and closing on the sale of the Property and one party fails to perform such necessary acts to deliver funds and execute documents required for Closing on the date of Closing, then this Agreement shall terminate one (1) business day after demand is made to the non-performing party and the party continues to fail to close on the transaction. Notwithstanding anything herein to the contrary, the failure of Seller to succeed in satisfying

the conditions to Closing set forth in Section 8(b) and/or Section 8(c) shall not constitute a default of this Agreement; provided, however, failure of Seller to satisfy said conditions prior to the date of Closing shall entitle Purchaser to the sole remedy of terminating this Agreement.

15. **Notices.** Notices must be in writing and may be hand delivered and/or mailed by certified mail with return receipt requested, or sent by facsimile transmission, to the addresses stated above. Notice given by delivery service shall be effective upon receipt at the address of the addressee; notice given by mail shall be effective upon earlier of actual receipt or three (3) days after placing the notice in a receptacle of the United States Postal Service, postage prepaid and properly addressed, and notice sent by facsimile transmission shall be effective upon electronic confirmation of receipt. In addition, copies of notices shall be provided to the party's attorney at the addresses indicated above.

16. **Miscellaneous.** This Agreement is subject to the following additional provisions and conditions:

(a) *Entireties*. This Agreement contains the entire agreement of the Parties pertaining to the purchase, sale, and development of the Property.

(b) *Modifications.* This Agreement may only be modified by a written document signed by both Parties.

(c) *Assignment.* Purchaser may not assign its rights under this Agreement without the written consent of Seller, which may be withheld at Seller's sole discretion; provided, however, Purchaser may assign all of Purchaser's rights, title, and interest in this Agreement to an affiliate without the written consent of Seller if (i) such assignment is made in a writing in which the affiliate agrees to assume all of Purchaser's rights and obligations under this Agreement and (ii) written notice of such assignment is delivered to Seller and the Title Company not later than 15 days prior to the Closing Date. Upon any assignment of the Agreement by Purchaser, Purchaser will remain liable for all obligations of Purchaser hereunder, but such assignee will succeed to all of the rights and obligations of Purchaser hereunder and will, for the purposes hereof, be substituted as and be the Purchaser hereunder. For purposes of this paragraph (c), "**affiliate**" means any entity that owns or controls, is owned or controlled by, or is under common ownership or control with, Purchaser, or any entity the ownership of which is substantially the same as the ownership of Purchaser.

(d) *Time is of the Essence*. Time is of the essence with respect to the performance by the Parties of their respective obligations hereunder.

(e) *Effective Date.* The Effective Date of this Agreement shall be the last date on which the authorized representatives of all Parties have signed this Agreement, and the Title Company has acknowledged in writing its receipt of this Agreement as so signed.

(f) *Deadlines and Other Dates.* All deadlines in this Agreement expire at 5:00 p.m. Central Time on the day of such deadline. If the final date of any period provided herein for the performance of an obligation or for the taking of any action falls on a Saturday, Sunday, federal holiday, or a day on which Seller's main offices are not open for regular business, then the end of such period shall be extended to the next day that is not one of the foregoing described days.

(g) *Brokers*. The Parties represent and warrant they worked with no broker or agent relative to this transaction and that no brokerage commission is due and payable upon the Closing. To the extent allowed by law, each Party shall indemnify each other from any claim for brokers' commissions relative to the sale of the Property and alleged to be due by, through or under the indemnifying Party.

(h) *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be deemed an original for all purposes and constitute one and the same instrument; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

(i) *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 the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

(j) *Law Governing*. This Agreement shall be construed under and in accordance with the laws of the State of Texas; and venue for any action arising from this Agreement shall be in the State District Court of Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court in any such action.

(k) *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.

(l) *Headings*. Section headings are for convenience of reference only and do not modify or restrict any provisions hereof and shall not be used to construe any provisions.

(Signatures on Following Page)

SIGNED AND AGREED this the _______ day of ___________________, ~~2021~~2022.

Seller: **Lake Dallas Community Development Corporation**, a Texas non-profit economic development corporation

By: _______________________________________
Mike Mayberry, President

SIGNED AND AGREED this the ________ day of __________________, ~~2021~~2022.

Purchaser:

____
Isabel Velez

____
Louis Velez, Jr.

RECEIPT OF CONTRACT

Title Company acknowledges receipt of a copy of this Agreement executed by both Purchaser and Seller on the ___ day of ______________, ~~2021~~2022.

Republic Title of Texas

By: ______________________________________

Name: ____________________________________

Title: _____________________________________

Exhibit "A"
Boundary Description of Property

BEING all that certain lot, tract, or parcel of land situated in the M. Wright Survey Abstract Number 1355 in the City of Lake Dallas, Denton County, Texas, being all of Lots 1, 2, 3 and 4, Block 14 of the Town of Garza, an addition to the City of Lake Dallas, Denton County, Texas, according to the plat thereof recorded in Volume 75, Page 130, Deed Records, Denton County, Texas, and being all that certain "Parcel 2" of land conveyed by deed from Jayson Breeze Garcia to Bonnie Lon Brown Garcia recorded under Document Number 2006-55839, Real Property Records, Denton County, Texas and being more particularly described as follows:

BEGINNING at a capped iron rod marked RPLS 4561 set for corner in the south line of Main Street, a public roadway having a right-of-way of 60.0 feet, said point being the northwest corner of Lot 4 in Block 15 of said Town of Garza;

THENCE S 00° 58' 56" E, 110.00 feet with the west line of said Lot 4, Block 15 to a capped iron rod marked RPLS 4561 set for corner in an unidentified strip of land shown on the plat of said Town of Garza;

THENCE S 89° 01' 04" W, 60.00 feet with said unidentified strip of land to a capped iron rod marked RPLS 4561 set for corner;

THENCE N 00° 58' 56" W, 10.00 feet with said unidentified strip to a capped iron rod marked RPLS 4561 set for corner in the north line of said unidentified strip of land;

THENCE S 89° 01' 04" W, 120.00 feet with said north line of said unidentified strip of land to an iron rod found for corner in the east line of Goliad Avenue, a public roadway having a right-of-way of 60.0 feet;

THENCE N 00° 58' 56" W, 100.00 feet with said east line of said Goliad Avenue to a capped iron rod marked RPLS 4561 set for corner in said south line of said Main Street;

THENCE N 89° 01' 04" E, 180.00 feet with said south line of said Main Street to the PLACE OF BEGINNING and containing 0.427 acre of land.

Exhibit "B"
Form of Restriction Agreement

WHEN RECORDED RETURN TO:

Lake Dallas Community Development Corporation
Attn: City Secretary
13000 William Dodson Parkway
Farmers Branch, Texas 75234

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

STATE OF TEXAS	§	**RESTRICTION AGREEMENT**
	§	**(With Option to Repurchase and Right of First Refusal)**
COUNTY OF DENTON	§	

This **RESTRICTION AGREEMENT** ("**Restriction Agreement**") is made and entered into as of the Effective Date by and between the **Lake Dallas Community Development Corporation** ("**LDCDC**"), a Type B Corporation as defined in the Development Corporation Act, Chapters 501-505 of the Texas Local Government Code (the "**Act**"), and **Isabel Velez and Louis Velez, Jr.,** (collectively "**Developer**") (LDCDC and Developer sometimes hereafter collectively referred to as "**Parties**" or separately as "**a Party**" or "**the Party**")

RECITALS

WHEREAS, as of the Effective Date, pursuant to the Purchase Agreement, Developer has purchased the Land from LDCDC; and

WHEREAS, LDCDC has, as a condition of the conveyance of the Land to Developer, restricted the use of the Property and required Developer to develop the Property with the Improvements in accordance with the terms and conditions set forth herein;

WHEREAS, Developer desires to grant LDCDC (i) an option to repurchase the Land or portions thereof in the event Developer fails to cause Commencement of Construction (hereinafter defined) of the Improvements in accordance with this Restriction Agreement and (ii) a Right of First Refusal ("**ROFR**"), in each case subject to the terms and conditions hereafter set forth; and

NOW, THEREFORE, in consideration of the sum of **TEN AND NO/100 DOLLARS ($10.00)** and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Article I
Land Subject to Declaration

The Land shall be owned, held, leased, transferred, sold, mortgaged and/or conveyed by Developer and any subsequent owners of all or any part of the Land (as hereinafter defined) for the term specified in Section 6.2, subject to the terms of this Restriction Agreement.

Article II
Definitions

For purposes of this Restriction Agreement, the following words and phrases shall have the following meanings unless the context clearly indicates a different meaning:

"Building" means a mixed use building containing not less than three (3) floors, with no less than 7000 square feet on the ground floor designed for retail and/or restaurant use constructed on the Land.

"City" means the City of Lake Dallas, a Texas home rule municipality located in Denton County, Texas.

"Commencement of Construction" means (i) LDCDC has reviewed and approved the exterior design of the elevations of the Building, (ii) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Improvements, (iii) all necessary permits for the construction of the Improvements have been issued by the applicable governmental authorities and (iv) grading of the Land and construction of the building elements of the Improvements (whether located above or below ground) has commenced.

"Completion of Construction" means (a) substantial completion of (i) the shell of the Building, (ii) finish out for a tenant or owner/occupant of not less than 50% of the square footage of the ground floor of the Building, and (iii) the remaining Improvements on the Land has occurred, and (b) a certificate of occupancy has been issued by City for occupancy of the Improvements and the portions of the Building described in (a) for the Required Use.

"Effective Date" means the date this Restriction Agreement is signed by the Parties.

"Force Majeure" shall mean an occurrence of any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, terrorism, civil commotion, insurrection, government or de facto governmental action, restrictions or interferences (unless caused by the intentional acts or omissions of the Party), fires, explosions, floods or other inclement weather, strikes, slowdowns or work stoppages, incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or similar causes affecting the area in which the Project is located that results in a reduction of labor force or work stoppage in order to comply with local, state, or national disaster orders, construction delays, shortages or unavailability of supplies, materials or labor, necessary condemnation proceedings, or any other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstances are similar to any of those enumerated or not, in which case the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or performance shall be extended for a period of time equal to the period such Party was delayed, provided the Party whose performance is delayed provides written notice to the other Party not later than fifteen (15) business days after the last day of the month of the occurrence of the event(s) or condition(s) causing the delay or the date the Party whose performance has been delayed becomes aware or should have reasonably known of the event, describing such event(s) and/or condition(s) and the date on which such event(s) and/or condition(s) occurred.

"Improvements" means, collectively, (i) the Building and (ii) all water, sanitary sewer, electrical, landscaping, sidewalks, parking areas, driveways, fire lanes, and other improvements constructed and/or installed on the Land in association with the Required Use and more fully described in the submittals filed by or on behalf of Developer with City from time to time in order to obtain one or more building permits for construction of the Improvements or any part thereof.

"Improvement Costs" means Developer's actual cost incurred and paid for the design and construction of the Improvements, or portion thereof, constructed or installed on the Land, relocation and/or removal of utilities existing on the Land prior to the Effective Date. "Improvement Costs" shall not include legal fees, permit fees, costs for the purchase of the Land or easements relating to the provision of access and/or utilities for the Required Use, or interest and other costs for financing the design and construction of the Improvements.

"Land" means the real property described in Exhibit "A" attached hereto [***insert platted lot description prior to Closing if the Plat has been approved and recorded***].

"Option Price" means an amount equal to:

(a) Two Hundred Twenty-Five Thousand and No/100 Dollars ($225,000.00); plus

(b) the Improvement Costs, if any, minus

(c) an amount equal to all closing costs incurred by LDCDC pursuant to the Purchase Agreement, as applicable; and minus

(d) the amount of the Purchase Grant.

"Option Period" means that period of time commencing on ***[insert date which is one year after the date of Closing or, if said date is not a business day, the first business day thereafter]***, and ending on the earlier of (a) Completion of Construction of the Improvements or (b) ***[Insert date that is one year following the deadline for Commencement of Construction of the Improvements].***

"Property" collectively means the Land and any Improvements, or portion thereof, following construction thereof on the Land.

"Purchase Agreement" shall mean that certain ***Purchase and Sale Agreement***, as amended or assigned, by and between LDCDC and Developer, dated ________________, ~~2021~~2022, relating to the sale of the Land by LDCDC to Developer.

"Purchase Grant Reimbursement" means $224,900.00.

"Required Use" means the use of the Land for (i) construction of the Improvements, (ii) development and use of not less than 7000 square feet of the ground floor of the Building for retail and/or restaurant uses, (iii) development and use of the upper floors of the Building for restaurant, retail, office, and/or multi-family uses; (iv) construction and occupancy of any improvements which are ancillary thereto, and (v) any other additional compatible use approved by in writing by LDCDC at LDCDC's sole discretion.

"Tangible Personal Property" shall have the same meaning assigned by Texas Tax Code, Section 1.04, and shall mean all tangible personal property, equipment, fixtures, and machinery, inventory and supplies owned or leased by Developer and/or a tenant of the Property and located in the Improvements, but shall not include Freeport Goods or Goods in Transit as defined by the Texas Tax Code.

Article III
LDCDC Repurchase Options

3.1 **Grant of Repurchase Options**. In consideration of **TEN AND NO/100 DOLLARS ($10.00),** in hand paid by LDCDC to Developer and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by Developer, and subject as hereinafter provided, Developer hereby grants to LDCDC an option to repurchase the Property ("**the Option**").

3.2 **Time for Exercising the Option**. Subject to Section 3.3, below, the Option may be exercised by LDCDC in its sole discretion by providing written notice to Developer upon the occurrence of the following:

(a) any time on or after the commencement of the Option Period**,** if Developer has failed to cause Commencement of Construction of the Improvements to occur on or before said date, which date shall be reasonably extended if delays are due to Force Majeure, provided Commencement of Construction has in fact still not occurred on the date of the exercise of the Option;

(b) any time after ***[insert date which is 30 months after the date of Closing or, if said date is not a business day, first business day after said date]***, but before the end of the Option Period, if Commencement of Construction has occurred, but Developer has failed to cause Completion of Construction by ***[insert date which is 30 months after the date of Closing or, if said date is not a business day, the first business day thereafter],*** which date shall be reasonably extended if delays are due to Force Majeure, provided Completion of Construction of the Improvements has in fact still not occurred on the date of the exercise of the Option.

Commented [KL1]: Purchaser requesting change to 60 months.

3.3 **Force Majeure**. In the event Commencement of Construction or Completion of Construction, as the case may be, is actually delayed by events of Force Majeure, Developer shall have additional time to cause Commencement of Construction to occur so long as Developer is diligently and faithfully pursuing the same to the extent reasonably possible given the nature of the applicable Force Majeure event(s) and presents such documentation as may be reasonably required by LDCDC to support the extension of the deadline for Commencement of Construction or Completion of Construction, as applicable. The commencement and termination dates of the Option Period shall be extended for the same number of days that the performance of Developer with respect to Commencement of Construction and/or Completion of Construction in which the conditions causing the Force Majeure event(s) were in existence.

3.4 **Sole Remedy.** LDCDC's sole and exclusive remedy for Developer's failure to comply with the deadline for the Commencement of Construction set forth herein shall be the exercise of the Option and repurchase of the Property or portion thereof in accordance with Article VI, below.

Article IV
Right of First Refusal

4.1 **Grant**. Subject to the terms and conditions hereinabove and hereinafter set forth, Developer hereby agrees that LDCDC shall have, and hereby grants to LDCDC, during the period commencing upon the Effective Date and ending upon the Commencement of Construction ("**the ROFR Period**"), a right of first refusal (the "**ROFR**") to purchase the Property, or portion thereof, on the terms and conditions set forth herein. Notwithstanding the foregoing, the ROFR shall not apply to any sale or transfer of the Property to (i) any entity wholly owned by or under common control with Developer or (ii) by foreclosure or deed in lieu of foreclosure (collectively, an "**Excluded Transfer**"); provided, however, the ROFR shall survive any Excluded Transfer and shall be binding upon the party or parties acquiring title by way of such Excluded Transfer.

4.2 Notice of Third-Party Offer. If (i) Developer receives a bona fide offer for the purchase of any portion of Land that it intends to accept, or (ii) Developer receives any offer to purchase the Land or any portion thereof from any governmental exercise of the power of eminent domain with respect to the Land, Developer shall give notice thereof in writing to LDCDC (the "**Third Party Notice**"). The Third Party Notice shall include a copy of any offer to be made or any offer received by Developer, the proposed purchaser, whether the purchase price is to be paid in cash, securities or evidenced by promissory notes, and the other material terms and conditions of such offer.

4.3 LDCDC's Exercise of ROFR. For a period of thirty (30) days after receipt by LDCDC of the Third Party Notice, LDCDC shall have the right to repurchase the Land, or so much of the Land that is subject to the Third Party Notice, upon the same terms and price as set forth in the Third Party Notice or for the Option Price, whichever is deemed by LDCDC to be more favorable to LDCDC (the "**ROFR Price**"). The ROFR may be exercised by LDCDC by providing written notice to Developer not later than thirty (30) days after LDCDC's receipt of the Third Party Notice. LDCDC's notice shall indicate acceptance of the terms set forth in the offer as recited in the Third Party Notice or the Option Price, as applicable.

4.4 LDCDC Fails to Exercise ROFR. If LDCDC does not elect to exercise the ROFR during the thirty (30) day period following its receipt of the Third Party Notice:

(a) Developer may sell the Land, or portion thereof, at the price and on the terms and conditions described in the Third Party Notice during the one hundred eighty (180) day period following the date of the Third Party Notice; and

(b) LDCDC shall execute and deliver an acknowledgement, in recordable form, evidencing its waiver of its ROFR with respect to such sale. Developer agrees not to sell the Land, or portion thereof, during the ROFR Period at any lower price, on any terms or conditions more favorable to the buyer than those set forth in the Third Party Notice, or at any time after expiration of the one hundred eighty (180) day period described above, without first giving LDCDC the opportunity to exercise the ROFR at such different price, on such altered terms and conditions, or at such later time; and

(c) The ROFR shall remain in full force and effect with respect to any portion of the Land that is not sold by Developer following LDCDC's failure to exercise the ROFR with respect to the portion of the Land described in the Third Party Notice.

4.5 No Release of Restrictions Required. LDCDC's failure to exercise the ROFR shall not constitute a release of the Option, LDCDC's rights to repurchase the Property pursuant to the Option, or the obligations of any subsequent owner of the Land or portion thereof to comply with the obligations of this Restriction Agreement.

Article V
Terms of Sale Upon Exercise of Right

5.1 Effect of Exercise of the Right. Upon any timely exercise of the Option or ROFR (collectively, "the Right") by LDCDC in accordance with the foregoing provisions, the conveyance of the Land or the Property, or portion thereof, as applicable to LDCDC shall be in accordance with the provisions in this Article V.

5.2. Title, Survey, and Environmental Reports.

(a) Not later than the twentieth (20th) day after the exercise of the Right, Developer shall, at Developer's expense, deliver or cause to be delivered to LDCDC:

(i) a current commitment for an Owner's Policy of Title Insurance from the Title Company for the portion of the Property to be conveyed to LDCDC, setting forth the state of title to the Property or portion thereof together with any easements or restrictions (existing or created pursuant hereto) benefiting or burdening the Property, together with all exceptions or conditions to such title;

(ii) legible copies of all documents referenced in the Title Commitment;

(iii) any environmental studies or reports that Developer may have in its possession with respect to the Property;

(iv) copies of all leases and rental agreements creating a leasehold interest in any portion of the Property; and

(v) tax certificate(s) regarding the payment of ad valorem taxes for current and prior years.

(b) Upon any exercise of the Right, the LDCDC shall have the right, at its sole discretion, to cause a boundary or "as-built" survey of the Property to be made by a registered professional land surveyor selected by LDCDC. Such survey shall be made at the sole cost and expense of LDCDC.

(c) LDCDC shall, not later than twenty (20) days after LDCDC's receipt of the last of the Title Commitment and the Survey (if applicable), notify Developer and Title Company of any objections to the Survey or Title Commitment. If there are objections by LDCDC, Developer shall in good faith attempt to satisfy them prior to Closing, but Developer shall not be obligated to incur any cost in doing so. If Developer delivers written notice to LDCDC not later than the tenth (10^{th}) calendar day after Developer's receipt of LDCDC's objections that Developer is unable to satisfy such objections, LDCDC may either waive such objections and accept title as Developer is able to convey or terminate the exercise of the Right by written notice to Developer and the Title Company.

5.3 Closing.

(a) The closing of the sale of the Property or portion thereof identified in the notice exercising the Right shall occur not later than forty-five (45) calendar days following the date of exercise of the Right unless otherwise extended by written agreement of Developer and LDCDC.

(b) At the closing, Developer shall deliver to LDCDC:

(i) a special warranty deed in form and substance substantially similar to the form used to convey the Land and related rights and appurtenances from LDCDC to Developer, conveying good and indefeasible fee title to the Property described in the notice exercising the Right and/or the survey obtained by LDCDC (whichever is the most accurate description) to

LDCDC, free and clear of any and all encumbrances except the Permitted Exceptions (as defined in Section 5.6), save and except such oil, gas, and other minerals as may have been reserved by prior grantors; and

(ii) possession of the portion of the Property described in the notice of the exercise of the Right, free of parties in possession.

(c) At closing, LDCDC shall pay in cash or by certified or cashier's check the Option Price or the ROFR Price, whichever is applicable, out of which shall be paid all Closing Costs and other costs and expenses to be paid by Developer pursuant to this Article V.

5.4 Taxes. Ad valorem taxes, assessments, and any other charges against the Property and/or Improvements conveyed to LDCDC pursuant to this Article V shall be prorated as of the Closing Date for the current year, such that Developer will be responsible for all such items which accrue prior to the Closing Date during its tenure of ownership, and LDCDC will be responsible for all such items which accrue on and after the Closing Date. Taxes and assessments for all prior years for Developer's tenure of ownership shall be paid by Developer.

5.5 Closing Costs.

(a) Developer will pay and be responsible for the following closing costs, unless and to the extent any Third Party Notice provides for the purchaser thereunder to pay such closing costs, in which event LDCDC, on the exercise of the Right, shall pay and be responsible for such closing costs:

(i) the cost of all tax certificates relating to all taxes and other assessments incurred or arising in relation to the Property;

(ii) all fees and premiums for Basic Owner's Title Policy, excluding any deletions from, or modifications of or endorsements to the Basic Owner's Title Policy;

(iii) one-half (½) of the Title Company's escrow fees;

(iv) all recording fees;

(v) all costs and expenses incurred by or on behalf of Developer, including Developer's attorney's fees;

(vi) all costs related to obtaining any releases of liens on the portion of the Property conveyed relating to any loans secured by a deed of trust lien on said property; and

(vii) such other incidental costs and fees customarily paid by sellers of real property in Denton County, Texas, for transactions of a similar nature to the transaction contemplated herein.

(b) LDCDC hereby agrees to pay and be responsible for the following closing costs:

(i) all fees and premiums for the Survey;

(ii) one-half (½) of the Title Company's escrow fees;

(iii) all fees and premiums for any deletions from, or modifications of or endorsements, to the Basic Owner's Title Policy;

(iv) all costs and expenses incurred by or on behalf of LDCDC, including LDCDC's attorneys' fees; and

(v) such other incidental costs and fees customarily paid by purchasers of property in Denton County, Texas, for transactions of a similar nature to the transaction contemplated herein.

5.6 **Permitted Exceptions.** LDCDC acknowledges and agrees that the Property conveyed pursuant to this Article V will be conveyed by Developer at closing subject only to such easements, conditions and restrictions as have been approved or deemed approved by LDCDC, including (i) those matters of record in existence and applicable to the Property upon Developer's acquisition of the Property; (ii) utility easements granted by subdivision plat or instrument subsequent to the purchase of the Land by Developer; and (iii) such other matters as AEDC may waive, or as Developer is not otherwise obligated to cure or remove..

5.7 **Conveyance As Is.** LDCDC acknowledges and agrees that the Property conveyed pursuant to this Article V will be conveyed "AS IS" with all faults and defects, whether patent or latent, existing as of the Closing. Except with respect to the quality of the title being conveyed by Developer as set forth in the Special Warranty Deed, LDCDC acknowledges and agrees that Developer will be making no representations, warranties, guarantees, statements or information, express or implied, pertaining to the Property, its condition, or any other matters whatsoever, made to or furnished to LDCDC by Developer or any employee or agent of Developer, except as specifically set forth in this Restriction Agreement.

Article VI
Restrictions

6.1 **Use of Property**. No building or improvements shall be constructed, reconstructed, erected, altered, or placed on any portion of the Land other than the Improvements or structures that will be used in conformance with the Required Use. The Property and the Improvements shall be used for no purpose other than the Required Use.

6.2 **Term of Restrictions.** The restrictions set forth in Section 6.1, above, shall commence on the Effective Date and continue thereafter until the expiration of ten (10) years following the Completion of Construction (the "**Restriction Period**"). If use of the Property for the Required Use ceases during the Restriction Period by an event of Force Majeure, the Restriction Period shall be extended by the same number of days in which the conditions causing the Force Majeure event(s) existed and prevented the Property from being used for the Required Use so long as (i) Developer diligently and continuously takes such commercially reasonable actions as are necessary to recommence using the Property for the Required Use taking into consideration the nature of the applicable Force Majeure event(s) and (ii) presents such documentation as may be reasonably required by LDCDC to document the reasons for temporary cessation of the Property for the Required Use and the period of time for such cessation of use.

6.3 **Minimum Taxable Value and Capital Investment**. As additional consideration for the conveyance of the Land to Developer, Developer understands, acknowledges, and agrees:

(a) The taxable fair market value of the Property as of January 1 of the year following Completion of Construction (as determined by Denton Central Appraisal District) must be not less than $2,500,000.00, inclusive of the value of the Land; and

(b) Not later than 180 days after Completion of Construction, Developer shall deliver to LDCDC such documents and other information as LDCDC reasonably requests to establish that Developer has made a capital investment in the development of the Property of not less than $2,000,000.00. For purposes of determining Developer's compliance with this Section 6.3(b), the "capital investment" shall include (i) all Improvement Costs and (ii) the costs of Tangible Personal Property located on the Property and purchased by Developer and/or a tenant occupying a portion of the Building that is not otherwise exempt from being assessed as taxable Tangible Personal Property pursuant to applicable provisions of the Texas Tax Code.

6.4 **Repayment of Purchase Grant**. In addition to such other remedies available to LDCDC to enforce the provisions of this Restriction Agreement as set forth herein or otherwise available at law or equity, (i) excluding such periods during which the Property could not be used for the Required Use because of a Force Majeure event as described in Section 6.2 and (ii) except as provided in Section 3.4 relating to the failure to timely cause Commencement of Construction, if Developer ceases using the Property for the Required Use prior to the end of the Restriction Period (as extended by Section 6.2), or is determined to have failed to comply with Section 6.3, above, Developer shall pay to LDCDC the Purchase Grant Reimbursement not later than sixty (60) days after receipt of written demand from LDCDC for payment of such amount.

6.5 **Restriction on Sale**. Developer is prohibited from conveying fee simple interest in the Property or any portion thereof without the written consent of LDCDC for a period of three (3) years following the date of issuance by the City of the first certificate of occupancy for any owner-occupied or leased space within the Building (i.e., not a certificate of occupancy merely for the shell of the Building); provided, however, such restriction on sale shall not apply to (i) conveyance of fee simple title to a business entity owned and controlled by Developer or a business entity that owns or controls Developer or (ii) the conveyance of fee simple interest in the Property to the holder of a deed of trust lien against the Property by involuntary foreclosure of such lien or conveyance in lieu of foreclosure following the uncured default by Developer of the terms of any deed of trust or related note and/or loan agreement the payment of which is secured by such deed of trust lien.

Article VII
Miscellaneous

7.1 **Enforcement**. LDCDC shall have the right, but not the obligation, to enforce this Restriction Agreement and any covenants and restrictions contained herein, as the same may be amended as herein provided. Subject to the limitation set forth in Section 6.1, above, enforcement of the provisions set forth in Section 6.1 contained herein may be exercised after failure of any person or persons violating or attempting to violate any covenants or restrictions to cure such violation or breach within thirty (30) days after receipt of written notice thereof, by proceeding at law or in equity, against any person or persons violating or attempting to violate any covenants or restrictions, to restrain violation or to recover damages, and failure to enforce any covenant, restriction or condition shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. This Restriction Agreement is not intended to restrict the rights of the City Council of the City of Lake Dallas to exercise its legislative duties and powers insofar as the Property is concerned. For further remedy, Developer, for itself, its successors, and assigns agrees that City, as a third party beneficiary to this Restriction Agreement, may withhold building permits, development approvals, certificates of occupancy and/or final inspection necessary for the lawful use of any portion of the Property not then in compliance with the Required Use. The rights of LDCDC under this Restriction Agreement may not be waived or released except pursuant to an amendment or termination approved in accordance with the provisions hereof, except by expiration of the Term.

7.2 Amendment. No amendment or termination of this Restriction Agreement shall be effective unless and until approved by Developer and LDCDC; provided, however, LDCDC may, without the consent of Developer, terminate and release the restrictions set forth in Section 6.1. In the event Developer, or subsequent owner of the Property desires to change, amend or alter the covenants, conditions or restrictions as set forth herein, Developer, or subsequent owner, as the case may be, shall file a written application for such change or amendment with LDCDC, which shall approve or deny such application in whole or in part within thirty (30) days after receipt of such application. Any change or amendment approved by LDCDC shall not be effective unless and until an instrument executed by City's Mayor or City Manager is recorded in the Official Public Records in the office of the Denton County Clerk in accordance with this Section.

7.3 Notices. All notices, requests, demands or other communications required or permitted hereunder shall be in writing and shall be deemed to have been fully and completely made when given by hand, by confirmed facsimile transmission, by overnight delivery by Federal Express or other reliable courier or the mailing of such by registered or certified mail, addressed as follows:

If intended for LDCDC, to:

Lake Dallas Community Development Corporation
Attn: President
212 Main Street
Lake Dallas, Texas 75065

With a copy to:

Kevin B. Laughlin
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
500 North Akard, Suite 1800
Dallas, Texas 75201

If intended for Developer, to:

(insert prior to Closing)

With a copy to:

Any Party may at any time and from time to time by notice in writing to the other Party hereto change the name or address of the person to whom notice is to be given as hereinbefore provided.

7.4 Successors and Assigns. This Restriction Agreement shall bind, and inure to the benefit of, the Parties and their respective successors and assigns.

7.5 Governing Law. This Restriction Agreement is entered into and is intended to be performed in the State of Texas, and the validity, enforceability, interpretation and construction hereof shall be determined and governed by the laws (other than conflict of laws provisions) of the State of Texas. Venue for any action under this Restriction Agreement shall be in the state district court of Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

7.6 Recording. The Parties agree that LDCDC may record this Restriction Agreement in the Official Public Records in the office of the Denton County Clerk. LDCDC agrees to execute and file a release of this Restriction Agreement, or the Restriction, Option, ROFR or other applicable portion of this Restriction Agreement, as appropriate, in said records upon request of Developer after the expiration or termination of this Restriction Agreement, or the Restriction, Option, ROFR, or other applicable portion of this Restriction Agreement.

7.7 Covenants Run with the Property. This Restriction Agreement and the restrictions, covenants, and conditions set forth herein are for the purpose of protecting the value and desirability of the Property and accomplishing certain public purposes of the City of Farmers Branch and, consequently, shall run with the Property and be binding on Developer and all parties having all right, title, or interest in the Land, in whole or in part, and their heirs, successors and assigns. These covenants, conditions and restrictions shall be for the benefit of the LDCDC, City, and their successors and assigns. This Restriction Agreement is binding upon Developer and each and every subsequent owner, tenant, subtenant, licensee, manager, and occupant of all or any portion of the Property, but only during the term of such party's ownership, tenancy, license, management or occupancy of the Property, for which such party shall remain liable and shall be binding upon and inure to the benefit of LDCDC, City and their successors and assigns. It is expressly understood and agreed that acceptance of title to all or a portion of the Property shall automatically, and without further acknowledgement or confirmation from the owner, constitute such owner's assumption of the obligations of Developer hereunder.

7.8 Severability. Invalidation of any one of these covenants, conditions, or restrictions by judgment or court order shall in no way affect any other provisions, and all other provisions shall remain in full force and effect.

7.9 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and no statement, promise, representation, or modification hereof by any person, if any, and whether oral or written, shall be binding upon any Party.

7.10 Counterparts. This Agreement may be executed by the Parties in separate counterparts; each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of the Parties.

(Signatures on Following Page)

LDCDC's Signature Page

SIGNED AND AGREED on this ______ day of ___________________, 202__**.**

LAKE DALLAS COMMUNITY DEVELOPMENT CORPORATION

[EXHIBIT ONLY – DO NOT SIGN]

By: _______________________________________
Mike Mayberry, President

STATE OF TEXAS §
§
COUNTY OF DENTON §

Acknowledged before me, the undersigned authority, this _________ day of ____________________, 202__, by Mike Mayberry, President of Lake Dallas Community Development Corporation, a Texas non-profit Type B economic development corporation, on behalf of said corporation.

[EXHIBIT ONLY – DO NOT SIGN]

____
Notary Public, State of Texas

My Commission expires:

____

Developer's Signature Page

SIGNED AND AGREED on this _____ day of __________________, 202__.

[EXHIBIT ONLY – DO NOT SIGN]

____
Isabel Velez

[EXHIBIT ONLY – DO NOT SIGN]

____
Louis Velez, Jr.

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me on the _______ day of ______________________, 202__, by Isabel Ramos and Louis Velez, Jr.

[EXHIBIT ONLY – DO NOT SIGN]

____
Notary Public, State of Texas

My Commission expires: _____________________

Exhibit "A"
Description of the Land

(to be inserted prior to Closing)