

RESOLUTION NO. 07-02-2024

A RESOLUTION MAKING FINDINGS AND APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF GAINESVILLE, TEXAS, AND GVD NORTHPARK, LLC; PROVIDING FOR AD VALOREM TAX ABATEMENT FOR SAID BUSINESS WITHIN REINVESTMENT ZONE 24 OF THE CITY OF GAINESVILLE, TEXAS; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT FOR AND ON BEHALF OF THE CITY, FOR THE CONSIDERATION AND ON THE TERMS AND CONDITIONS STATED THEREIN.

WHEREAS, GVD NORTHPARK, LLC., has requested for abatement of ad valorem taxes in an area designated by the State of Texas as Reinvestment Zone Twenty-four (24) of the City of Gainesville, Texas; and

WHEREAS, said tax abatement will have no adverse effect on the City of Gainesville's ability to provide public services or on its tax base nor will the planned use of the property constitute any hazard to the public's health, safety, or morals; and

WHEREAS, upon full review and consideration of the Agreement, and all matters related thereto, the City Council is of the opinion that the terms and conditions of the agreement should be approved and the Mayor should be authorized to execute it on behalf of the City of Gainesville.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GAINESVILLE, TEXAS, MEETING IN REGULAR SESSION ON JULY 2, 2024

Section 1. Name of Resolution.

This Resolution shall be known as the "GVD NorthPark, LLC. Tax Abatement Agreement Resolution of 2024".

Section 2. Findings.

The City Council hereby makes the following findings concerning the Agreement with GVD NorthPark, LLC. which is the subject of this Resolution:

1. All required notices have been given to the taxing units to be included in the agreement;
2. The City of Gainesville has elected to become eligible to participate in tax abatements;
3. The terms and conditions of the Agreement, a copy of which is attached as Exhibit "A" and incorporated herein for all purposes, comply with requirements of the City of Gainesville Guidelines and Criteria for Tax Abatement and the Property Redevelopment and Tax Abatement Act, Chapter 312, Tex. Tax Code, ("the Act");

4. The real property to be included in the tax abatement agreement, which is described in Exhibit "A" of the Tax Abatement Agreement attached to this Resolution, is entirely within an area previously designated as Reinvestment Zone 24 in the City of Gainesville;

Section 3. Authorization of Execution.

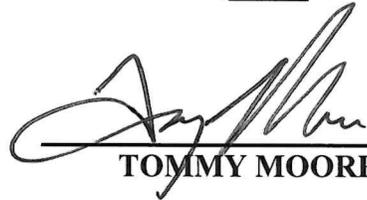
The Mayor is hereby authorized, for and on behalf of the City of Gainesville, Texas, to execute the Tax Abatement Agreement with GVD NorthPark, LLC. on the terms and conditions for the consideration stated therein.

Section 4. General Authorization.

The City Manager, or his designee, is authorized to take all necessary action to carry out the terms of the Agreement.

PASSED AND APPROVED THIS 2ND DAY OF JULY 2024 BY THE FOLLOWING VOTES:

5 AYES 0 NAYS 1 ABSENCES, 0 ABSTENTIONS, 1 VACANCY



TOMMY MOORE, MAYOR

ATTEST:



DIANA ALCALA, CITY SECRETARY



**AGREEMENT FOR DEVELOPMENT AND TAX ABATEMENT
IN REINVESTMENT ZONE NUMBER 24 FOR COMMERCIAL-INDUSTRIAL TAX
ABATEMENT BETWEEN THE CITY OF GAINESVILLE AND GVD NORTHPARK,
LLC**

**STATE OF TEXAS §
 §
COUNTY OF COOKE §**

This Agreement (“Agreement”) is entered into by the **CITY OF GAINESVILLE, TEXAS**, a home rule municipal corporation, Cooke County, Texas, duly acting herein by and through its Mayor, hereinafter referred to as **City** and **GVD NorthPark LLC, a Texas Limited Liability Company**, hereinafter referred to as **Company**, acting herein by and through its duly authorized officer.

WITNESSETH:

WHEREAS, the **City** is authorized and empowered under applicable Texas law to aid in the development of industrial enterprises within their respective geographic boundaries by offering economic and other incentives to prospective new, developing, and expanding businesses; and

WHEREAS, the City Council of the City of Gainesville, Texas (the “Council”), on October 3, 2023, adopted Resolution Number 10-03-2023E, establishing guidelines and criteria for granting tax abatement in a reinvestment zone created within the City of Gainesville (“Policy Statement”), and subsequently amended the guidelines and criteria for granting tax abatement on May 21, 2024 with Resolution 05-21-2024A; and

WHEREAS, the Council adopted and passed Resolution No. 10-03-2023E electing to become eligible to participate in tax abatement; and

WHEREAS, the Policy Statement constitutes the appropriate guidelines and criteria governing tax abatement agreements which may be entered into by the City as contemplated by the Texas Tax Code (“Tax Code”), and provides for the availability of tax abatement for both new facilities, structures, and expansions thereof, and for the contemplated improvement, renovation, or modernization of existing facilities or structures which have not been the subject of a prior tax abatement agreement; and

WHEREAS, prior to executing this Agreement, the **City** has found that the terms of this Agreement and the property subject to this Agreement meet the applicable Policy Statement established and amended by the City Council; and

WHEREAS, **Company** owns approximately 11.52 acres of land shown in **Exhibit B** attached hereto (the “Property”); and

WHEREAS, entering into this Agreement will serve the best interests of the City and its citizens and comply with the Policy Statement by:

1. enhancing and diversifying the economic and industrial bases of the Gainesville and Cooke County areas;
2. contributing to the retention and expansion of primary employment; and
3. attracting major investment that will be of benefit to the Zone (as defined below) and that will contribute to the economic development of the City; and

WHEREAS, on May 21, 2024 the Council adopted Ordinance No. 1566-05-2024 (“Ordinance”) establishing City of Gainesville Reinvestment Zone No. 24 (“Zone”) for commercial/industrial tax abatement, as authorized by Tax Code Chapter 312, which is attached hereto as **Exhibit A**; and

WHEREAS, the Property is located within Reinvestment Zone 24; and

WHEREAS, **Company** intends to build a new apartment complex on the Land; and

WHEREAS, the contemplated uses of the property in the Zone, the contemplated improvements as set forth in this Agreement, and the other terms of this Agreement will encourage development of the Zone, are in accordance with the purposes for its creation and are in compliance with the Policy Statement, the Ordinance, and all applicable laws; and

WHEREAS, the apartment complex is expected to significantly enhance the economic base of the City; and

WHEREAS, the City Council finds that the development and improvements sought are feasible and practical and will be of benefit to the property to be included in the Zone after expiration of this Agreement; and

WHEREAS, the City Council finds that the terms of this Agreement and the proposed development subject to this Agreement meet the applicable guidelines and criteria previously adopted by the City Council.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Definitions.** For the purposes of this Agreement, when not inconsistent with the context, words used in the present tense include the future tense, words in the plural include the singular, words in the singular include the plural, and the use of any gender shall be applicable to all genders whenever the sense requires. The words “shall” and “will” are mandatory and the word “may” is permissive. Words not defined in this Agreement shall be given their common and ordinary meaning. The following words shall be given the meanings designated:

Additional Taxable Value means an increase from the Base Year Value to the taxable value during the Abatement Period resulting from any of the following:

- a) modernization or renovation of a facility of any type herein defined;
- b) construction of a new facility of any type herein defined;
- c) expansion of a facility of any type herein defined; or
- d) additional eligible personal property.

Base Year Value means the assessed value (as established by the Cooke County Appraisal District) for the Project Facility as of January 1, 2024.

Code means the Texas Tax Code, as amended.

Eligible Personal Property means all tangible personal property, including, but not limited to, machinery, equipment, furniture and computers, bought or leased for use in the operations of the Premises, but excluding any tangible personal property that (i) is Ineligible Property, or (ii) was located on the Land before the execution of this Agreement.

Existing Improvements means the buildings, structures, fixtures, business personal property and improvements located on the Land on January 1, 2024.

Force Majeure means a failure caused by (a) provisions of law, or the operation or effect of rules, regulations or orders promulgated by any governmental authority having jurisdiction over **Company**, the Project Facility or the Existing Improvements or any upstream, intermediate or downstream equipment or support facilities as are necessary to the operation of the Project Facility or the Existing Improvements; (b) any demand or requisition, arrest, order, request, directive, restraint or requirement of any government or governmental agency whether federal, state, military, local or otherwise; (c) the action, judgment or decree of any court; (d) floods, tornadoes, hailstorms, hurricanes, evacuation due to threats of hurricanes, lightning, earthquakes, washouts, high water, fires, acts of God or public enemies, wars (declared or undeclared), blockades, epidemics, riots or civil disturbances, insurrections, strikes, labor disputes (it being understood that nothing contained in this Agreement shall require **Company** to settle any such strike or labor dispute), explosions, breakdown or failure of plant, machinery, equipment, lines of pipe or electric power lines (or unplanned or forced outages or shutdowns of the foregoing for inspections, repairs or maintenance), inability to obtain, renew or extend franchises, licenses or permits, loss, interruption, curtailment or failure to obtain electricity, gas, steam, water, wastewater disposal, waste disposal or other utilities or utility services, inability to obtain or failure of suppliers to deliver feedstock, raw materials, equipment, parts or materials, or inability of **Company** to ship, or failure of carriers to transport to or from **Company** facilities, products (finished or otherwise), feedstock, raw materials, equipment, parts or material; or (e) any other cause (except financial), whether similar or dissimilar, over which **Company** has no reasonable control and which forbids or prevents performance.

Full-time Employees shall mean any employee (excluding temporary or seasonal employees) on the payroll and having an official scheduled work week (ignoring, for this purpose, any period during which such employee is absent from work due to vacation, illness or incapacity, any federal, state, local or other holiday, or plant maintenance) of not less than thirty (30) hours and that according to company policy is entitled to full benefits.

Full-time Equivalent Employees shall mean the number of forty (40) hours per week schedules on payroll, and is comprised of Full-time Employees and Part-time Employees. For example, a twenty (20) hours per week Part-time Employee is equal to a [0.5] Full-time Equivalent Employee. A twenty-four (24) hours per week Part-time Employee is equal to a [0.6] Full-time Equivalent Employee. Together, these two employees represent [1.1] Full-time Equivalent Employees.

Ineligible Property shall mean:

- (a) land;
- (b) tools;
- (d) aircraft;
- (f) housing;
- (g) boats;
- (h) hotel accommodations;
- (i) motel accommodations;
- (j) property owned by the State of Texas or any state agency; and
- (k) property owned or leased by a member of any of the **City Council or Planning and Zoning Commission**.

Part-time Employees shall mean any employee (excluding temporary or seasonal employees) on the payroll and having an official scheduled work week (ignoring, for this purpose, any period during which such employee is absent from work due to vacation, illness or incapacity, any federal, state, local or other holiday, or plant maintenance) of less than thirty (30) hours and that according to company policy is entitled to limited or no benefits.

Project Facility means the multi-family apartments with at least 222 units with a swimming pool and leasing office.

Property shall refer to 11.52 acres of land more or less, more specifically described in **Exhibit B**, attached hereto and incorporated herein by reference. Said, "Property", together with all fixtures and improvements shall be referred to as the "Premises".

2. **Grant of Tax Abatement.**

2.1. In consideration of **Company** building a multifamily apartment complex with at least 222 units, swimming pool, and leasing office with a Taxable Value of \$14,000,000 before January 1, 2027, and with the expectation of the creation and retention of jobs as detailed in Section 8, the **City** agrees, subject to the terms and conditions contained herein, that the Project Facility shall be entitled to a five (5) year abatement of the City's ad valorem taxes on the Additional Taxable Value of the Project Facility (except for Ineligible Property listed above) in the following percentages and time periods:

- Fifty percent (50%) for a period of three (3) Years (January 1, 2027 – December 31, 2029)

- Twenty-five percent (25%) for a period of two (2) years (January 1, 2030 – December 31, 2031)

2.2. **Company** acknowledges and agrees that the purpose of this Agreement is to encourage the development of an apartment complex in the Reinvestment Zone.

2.3. **Company** warrants and represents that the Eligible Personal Property that **Company** will acquire and install on the Premises is qualified property within the meaning of the Property Redevelopment and Tax Abatement Act, Sections 312.001 et seq, Vernon's Texas Tax Code, and that such has been and will remain eligible for tax abatement under the provisions of said Act.

2.4. If the **Company** timely completes the construction/installation of the improvements in accordance with the terms of this Agreement the **Company** shall be entitled to the tax abatement described in Section 2(a) of this Agreement.

2.5. **Company** warrants and represents that the improvements will be qualified property within the meaning of that Act, and that such has been and will remain eligible for tax abatement under the provisions of the Property Redevelopment and Tax Abatement Act, Sections 312.001 et seq, Vernon's Texas Tax Code.

2.6. **Company** warrants and represents that the improvements are owned by **Company** and are not improvement projects financed by tax increment bonds.

2.7. To continue to qualify for tax abatement under the terms of this Agreement, **Company** hereby warrants and represents that the improvements, acquisitions and installations made by **Company** at its Gainesville, Texas facility are for business use.

2.8. The tax abatement granted under the terms of the Agreement shall only be implemented if appraised value of all personal property acquired, installed and owned by **Company** and lying within the designated zone exceeds the Base Year Value.

2.9. This Agreement is subject to all provisions of all outstanding bond issues of the City. To the extent that this Agreement conflicts with any of the provisions of such bond issues, such bond issues and attendant documents thereto shall control.

3. **Plans for Improvements.** **Company** agrees that the site plan, exterior design drawings, specifications, materials, and landscape design shall be substantially the same as shown in **Exhibit C**.

4. **Compliance with Law.**

4.1. **Company** agrees to maintain the Premises in material compliance with all applicable laws, ordinances, codes, rules, requirements, or regulations, of the City of Gainesville, Cooke County, the State of Texas, and Federal Law, and any subdivision, agency, or authority thereof.

4.2. **Company** agrees that all construction and development of the Facility shall be in accordance with all applicable laws, ordinances, codes, rules, requirements and regulations of the **City** and Cooke County and any subdivision, agency or authority thereof, and, prior to commencing construction or development, **Company** shall secure all permits, licenses, and authorizations required. Subject to Force Majeure (as defined below), **Company** must obtain a Certificate of Occupancy for the Building by December 31, 2026, for the Abatement Period to begin, which deadline may only be extended by the actual number of days of any prevention, delay, nonperformance, or stoppage due to the Force Majeure event.

4.3. Simultaneously with the execution of this Agreement, Owner shall execute **Exhibit "D"** to certify no employment of undocumented workers, required by state law for economic development incentives.

5. **Relationship of the Parties.** The relationship between the **City** and **Company** shall not be deemed a partnership or joint venture for purposes of this Agreement.

6. **Indemnification.** COMPANY AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL REASONABLE EXPENSES OF LITIGATION, COURT COSTS, AND REASONABLE ATTORNEY'S FEES, ARISING FROM (I) INJURY TO OR DEATH OF ANY PERSON AT THE PREMISES OR DAMAGE TO THE PREMISES, EXCEPT FOR AND TO THE EXTENT ANY SUCH INJURY, DEATH OR DAMAGE CAUSED BY THE CITY OR ITS RESPECTIVE OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES, (II) ANY MATERIAL BREACH OF THE TERMS OF THIS AGREEMENT BY COMPANY, OR (III) COMPANY'S FAILURE TO ABIDE BY ALL ENVIRONMENTAL LAWS, RULES, AND REGULATIONS APPLICABLE TO COMPANY'S OPERATION OF THE PREMISES, EXCEPT TO THE EXTENT THAT ANY RELEASE OF HAZARDOUS SUBSTANCES ON OR ABOUT THE PREMISES OR ANY VIOLATION OF ANY SUCH ENVIRONMENTAL LAW, RULES OR REGULATIONS IS CAUSED BY THE CITY OR ITS RESPECTIVE OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES.

6.1. this Section 6 shall survive the termination of this agreement.

6.2. the **Company** and **City** agree and stipulate that this indemnification and the express negligence text complies with the conspicuousness requirement, and is valid and enforceable against **Company**.

7. **City's Right of Inspection.** Appropriate employees and/or designated representatives of the **City** will have reasonable access to the Reinvestment Zone during the term of this Agreement to inspect the Premises to determine if the terms and conditions of this Agreement are being met. All inspections will be made only after giving at least five (5) days' prior written notice to **Company** and will only be conducted in such manner as to not unreasonably interfere with the construction and/or operation of the Premises. All inspections will be made with one or

more representatives of **Company** and in accordance with the **Company's** safety standards for the Premises. The provisions of this section shall not apply to any inspections by the **City** pursuant to any of its municipal codes, including, without limitation, its building code, property maintenance code, and fire code.

8. Payment of Taxes and Assessments. For each year of the Abatement Period that **Company**: (a) owes ad valorem taxes to the City, Cooke County, North Central Texas College, Gainesville Hospital District, or Gainesville Independent School District that are delinquent and not subject to a timely filed and maintained protest or appeal, then the tax abatement provided in Section 2 of this Agreement shall be forfeited by **Company** for each subsequent calendar year, and **Company** shall not be eligible for abatements for any future years while any delinquent taxes, interest and penalties remain unpaid, and City shall not be required to send a Notice of Default (as defined below). If **Company** is convicted of a violation of 8 U.S.C. Section 1324(a)(f) as described in **Exhibit D**, the City shall not be required to send a Notice of Default (as defined below) and this Agreement shall be terminated, and upon such termination, **Company** shall immediately pay to the City the amount of city property tax abated in the prior year within thirty (30) days of receiving an invoice from the City of the amount due.

8.1 Failure of **Company** to timely pay the amount due under this Section 8 will result in interest compounding monthly at a rate of six percent (6%) per annum until paid. If this Agreement is terminated as provided in this Section 8 or Section 11, then the **Company** shall not receive further abatement under this Agreement. City shall have a lien against the Real Property, Eligible Improvements and any ineligible property on the Real Property for the taxes, penalties and interest owed due to the recapture of taxes under this Agreement during the time period beginning on the date such payment obligation accrues and continuing until the date it is paid. **Company** expressly consents to City filing documents necessary to enforce the lien.

9. Adjustment of Abatement Under Certain Circumstances.

9.1 In the event that **Company** creates a minimum of \$14,000,000 of Taxable Value for the Premises, but subsequently the Taxable Value decreases below \$14,000,000 of Taxable Value for any reason for the Premises then the **City** shall suspend the tax abatement provided for in Section 2 for the next occurring calendar year during the Abatement Period.

9.2 Except as otherwise provided in Section 9.4, during the tax abatement, **Company** will maintain at the Project Facility jobs equal to the following:

- three (3) Full-time or Full-time Equivalent Employees, based on the average number of jobs during the calendar year by December 31, 2027,

9.3 In the event that:

- (a) **Company** fails to satisfy its obligations under Section 9.1 or 9.2 with respect to any portion of any applicable calendar year during the Abatement Period for any reason other than Force Majeure, or
- (b) **Company** discontinues producing all product or service for any reason (other than under the circumstances described in Section 11.1(c)) for a

period of more than 365 consecutive days during the Abatement Period then the **City** may, at its election and upon written notice to **Company**, suspend the tax abatement provided for in Section 2 for the next occurring calendar year during the Abatement Period.

9.4 For the avoidance of doubt, and notwithstanding anything contained in this Agreement to the contrary, the parties hereto agree that any failure of **Company** to satisfy its obligations under Section 9.1 or Section 9.2, and any discontinuance described in Section 9.3, shall not constitute a breach of, or a default under, this Agreement (including, but not limited to, under Section 11) and shall not give the **City** any right to (i) recapture any taxes previously abated, or (ii) terminate this Agreement; provided, however, that the **City** at its option may elect to suspend the abatement in accordance with the terms of and for the period specified in Section 9.3.

10. **Compliance Information; Confidential Information; Force Majeure Notice.**

10.1 On or before each March 31st immediately following December 31st of each year during the five-year period commencing with the Abatement Commencement Date, **Company** shall submit to the **City** a statement of compliance with this Agreement for such prior year. Such statement shall be verified by an appropriate officer of **Company**. In addition, within thirty (30) days following receipt of a written request from the **City**, **Company** will furnish or make available for inspection such information, documents or records reasonably necessary for the **City** to evaluate **Company's** compliance with the terms and conditions of this Agreement.

10.2 Because of the highly competitive nature of the industry in which **Company** does business, the **City** agrees that the information, documents and records which **Company** submits or makes available to the **City** may contain information which **Company** considers to be proprietary information. Accordingly, the **City** agrees to keep any and all information, documents and records provided by **Company** as confidential information to the extent the documents are not public information under the Public Information Act, Chapter 552, TEXAS GOVERNMENT CODE, as amended.

10.3 In the event of any Force Majeure, **Company** shall give notice thereof to the **City** within thirty (30) days after the occurrence thereof.

11. **Default.**

11.1 **Events of Default.** The **City** may, at its sole option, declare a default hereunder by **Company** upon the occurrence of any one (or more) of the following circumstances or events (each, a "Default"):

- (a) **Company** fails to create \$14,000,000 of Taxable Value on or before January 1, 2027; or
- (b) **Company** fails to comply in any material way with any of its obligations under Section 8; or

- (c) **Company** begins leasing/renting apartments, but thereafter during the Abatement Period, **Company** stops leasing/renting apartments.

11.2 **Notice of Default; Cure Period.** In the event the **City** determines **Company** is in Default, as defined in Section 11.1 above, the **City** shall notify **Company** in writing of the circumstance or event constituting such Default (“Notice of Default”) and the **City** may terminate this Agreement if such Default is not cured within sixty (60) days of such notice (the “Cure Period”); provided that with respect to Section 11.1(b) above, payment of the amount due during the Cure Period removes such an event as an event of Default; provided further, however, that in the case of a Default described in Section 11.1(a) or (c) above that is caused by Force Majeure and which cannot with due diligence be cured by commercially reasonable efforts within such sixty-day period, the Cure Period shall be deemed extended if: (i) the **Company** promptly advises the **City** of **Company**’s intention to institute all steps reasonably necessary to cure such Default, and (ii) **Company** institutes, and thereafter prosecutes to completion with reasonable dispatch, all commercially reasonable efforts necessary to cure such Default.

12. **Payment of Taxes after Default.**

12.1 If this Agreement is terminated by the **City** under Section 11, the **City** shall be entitled to recapture any property taxes which have previously been abated as a result of this Agreement and except as otherwise provided in Section 12.2 below, such taxes must be paid to the **City** within sixty (60) days after the date the **City** provides **Company** with written notice of termination; provided, however, that in the case of a Default described in Section 11.1(a) or (c) above that is caused by Force Majeure, and notwithstanding anything contained in this Agreement to the contrary, the **City** shall not be entitled to recapture any property taxes which have been abated as a result of this Agreement prior to delivery of such written notice of termination.

12.2 If **Company** believes that such termination is improper and/or the calculation of recaptured property taxes which have previously been abated is in error, **Company** may file suit in the Cooke County district courts appealing such termination within sixty (60) days after the written notice of the termination by the **City**. If an appeal suit is filed, **Company** shall remit to the **City**, within such sixty (60) days after the notice of termination, any additional and/or recaptured taxes as may be payable during the pendency of the litigation pursuant to Sections 11 and 12.1 of this Agreement and the payment provisions of Section 42.08 of the Code. If the final determination of the appeal increases **Company**’s tax liability above the amount of tax paid, **Company** shall remit the additional tax to the **City** pursuant to Section 42.42 of the Code. If the final determination of the appeal decreases **Company**’s tax liability, the **City** shall refund to **Company** the difference between the amount of tax paid and the amount of tax for which the **Company** is liable pursuant to Section 42.43 of the Code.

13. **Determining Taxable Value.** The Chief Appraiser of the Cooke County Appraisal District (the “Chief Appraiser”) shall determine (i) the taxable value of the real and tangible personal property comprising the Project Facility taking into consideration the abatement provided by this Agreement, and (ii) the full taxable value without abatement of the real and tangible personal property comprising the Project Facility. The Chief Appraiser shall record

both the abated taxable value and the full taxable value in the appraisal records of the Cooke County Appraisal District. The full taxable value listed in such appraisal records shall be used to compute the amount of abated taxes that are required to be recaptured and paid in the event this Agreement is terminated in a manner that results in recapture. Each year the **Company** shall furnish the Chief Appraiser with such information outlined in Chapter 22 of the Code as may be necessary for the administration of this Agreement.

13.1. **Company** is hereby notified that Cooke County Appraisal District may impose additional requirements that must be met in order for **Company** to realize the benefit of tax abatement and the Agreement. Contact should be made by **Company** with the District in person at 201 N. Dixon Street, Gainesville, TX 76240 or by telephone at (940) 665-7651.

14. **Representation.** **Company** represents and warrants that to **Company's** actual knowledge as of the date hereof (i) no member of the Gainesville City Council, the Gainesville Planning and Zoning Commission, or the Gainesville Economic Development Corporation has an interest in the Land or the Project Facility, and (ii) none of the Land or the Project Facility is owned or leased by any member of the Gainesville City Council, the Gainesville Planning and Zoning Commission, or the Gainesville Economic Development Corporation. **Company** further represents that to **Company's** actual knowledge as of the date hereof no member of the Gainesville City Council is under contract, either directly or indirectly, with **Company**, **Company's** agents, contractors, or subcontractor.

15. **Miscellaneous.**

15.1 **Remedies.** Each of the parties hereto shall pay its own costs and expenses relating to this Agreement, including, but not limited to, its costs and expenses of the negotiations leading up to this Agreement, and of its performance and compliance with this Agreement. In the event of a dispute between the parties in connection with this Agreement, the aggrieved party may only seek relief for specific performance, mandamus, or injunctive relief. Attorneys' fees, interest, consequential damages, exemplary damages, and any other damages are not recoverable as a remedy.

15.2 **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under the present or future laws effective while this Agreement is in effect, such provision shall be automatically deleted from this Agreement and the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected thereby; and in lieu of such deleted provision, there shall be added automatically as part of this Agreement a provision that is as similar in terms and substance to such deleted provision as may be possible and yet be legal, valid, and enforceable.

15.3 **Governing Law and Venue.** This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Cooke County, Texas. In the event of litigation, jurisdiction shall lie in Cooke County, Texas.

15.4 **Prior Agreements Superseded.** This Agreement constitutes the sole and only agreement of the parties hereto regarding the subject matter hereof, and all prior negotiations, discussions, correspondence, preliminary understandings, and prior economic development agreements on this property among such parties and others relating hereto are superseded by this Agreement.

15.5 **Amendments.** No amendment, modification or alteration of the terms hereof shall be binding unless the same shall be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

15.6 **Recording.** A certified copy of this Agreement and any amendments thereto shall be recorded in the Deed Records of Cooke County, Texas.

15.7 **No Waiver.** No waiver by any party to this Agreement in any event of default, or breach of any covenant, condition or stipulation herein contained shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation herein.

15.8 **Assignment.** **Company** may not assign this Agreement, either in whole or in part, without the prior written consent of the **City**, which consent shall not be unreasonably withheld, delayed or conditioned; provided, however, that **Company** may assign this Agreement, in whole or in part, to (i) an Affiliate (as hereinafter defined) that is an owner or lessee of the Project Facility, or a portion thereof, upon written notice to the **City**, but without the requirement of prior consent, or (ii) a third party that is not an Affiliate and which acquires all or substantially all of the assets of, or membership or other ownership interests in, **Company**, upon written notice to the **City**, but without the requirement of prior consent, so long as such third party (A) has a net worth equal to or greater than that of **Company** as of the date of this Agreement (based on **Company**'s internal financial statements as of December 31, 2023 and that third party's financial statements as of its most recently-completed fiscal quarter or other reasonable evidence), and (B) irrevocably and unconditionally assumes all the duties and obligations of the assignor upon the same terms and conditions as set out in this Agreement. A change in ownership in a single transaction of fifty-one (51%) of the stock of **Company**, or the transfer of ownership of **Company** to a third party other than as specified above, shall be considered an assignment for purposes of this Section 15.8. An assignment as prohibited above shall cause this Agreement to terminate immediately and the exemption from taxation as provided herein shall cease, but shall not be considered a violation of this Agreement as to require the recapture of any taxes previously abated hereunder. For purposes hereof, an "Affiliate" shall mean any person or entity controlling, controlled by or under common control with **Company**.

15.9 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

15.10 **Authority to Act.** Each of the parties to this Agreement represents and warrants that its undersigned representative has been expressly authorized to execute this Agreement for and on behalf of such party.

15.11 **Notices.** All notices required by this Agreement (i) shall be in writing, (ii) shall be addressed to the parties as set forth below unless notified in writing of a change in address, and (iii) shall be deemed to have been delivered either when personally delivered or, if sent by mail, in which event it shall be sent by registered or certified mail, return receipt requested, three (3) business days after mailing. The addresses of the parties are as follows:

To Company: GVD NorthPark, LLC	To City: City of Gainesville
Attn: Gene Dixon	Attn: City Manager
8226 Douglas Ave, Suite 627	200 S Rusk
Dallas, Texas 75225	Gainesville, TX 76240

15.12 **Counterparts.** The parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in multiple counterparts, each of equal dignity. A facsimile or other electronic copy of a signature, and a counterpart transmitted electronically (e.g., by fax, email, text, or similar means), will be deemed to be, and will have the same force and effect as, an original signature for all purposes.

15.13 Statutory Compliance.

a. Pursuant to Section 2271.002, Texas Govt. Code, Company hereby represents that neither Company, nor any wholly owned subsidiary, majority-owned subsidiary, parent, owner or affiliate of Company “boycotts Israel”, and subject to or as otherwise required by applicable federal law, including without limitation 50 U.S.C. Section 4607, agrees it will not boycott Israel during the term of this Agreement. As used in the immediately preceding sentence, “boycott Israel” shall have the meaning given such term in Section 2271.001, Texas Govt. Code.

b. Pursuant to Subchapter F, Chapter 2252, Texas Govt. Code, Company certifies that it is not engaged in business with Iran, Sudan or a foreign terrorist organization.

c. Pursuant to Chapter 2274, Texas Govt. Code, Company verifies that (i) it does not boycott energy companies and will not boycott energy companies during the term of this Agreement and (ii) it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.

d. Pursuant to Chapter 2264, Texas Govt. Code, Company represents and certifies that it does not and will not knowingly employ any undocumented worker at the Project Facility who is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in the United States. If, after receiving any public subsidy from the City under this Agreement, Company is convicted of a violation under 8 U.S.C. § 1342a(f), Company shall repay to the City an amount equal to all Grant payments tendered to Company under this Agreement plus interest at the annual rate of four percent (4%) not later than the 120th day after the date the public agency, state or local taxing jurisdiction notifies Company of such violation.

15.14 **Exhibits.** The following Exhibits are attached to the Agreement and are incorporated herein for all purposes:

Exhibit A	City Ordinance Creating Zone with Legal Description of Zone Boundaries
Exhibit B	Legal Description and Depiction of Property

- Exhibit C Concept Plans for Project Facility including exterior design and elevations, clubhouse and pool amenities plan, site plan, and landscape
- Exhibit D Certification Regarding Employment of Undocumented Workers

15.15 **Effective Date.** This Agreement shall be effective from and after the date the City Council approves the execution hereof.

[SIGNATURE PAGES FOLLOW]

CITY OF GAINESVILLE

By: [Signature]
Tommy Moore, Mayor

Date: July 2, 2024

ATTEST:

[Signature]
Diana Alcalá, City Secretary

APPROVED:

[Signature]
Susan B. Thomas, Asst. City Attorney

STATE OF TEXAS

§
§
§

ACKNOWLEDGEMENT

COUNTY OF COOKE

Before me, the undersigned authority, on this day personally appeared Tommy Moore, as Mayor of the City of Gainesville, a Texas home-rule municipal corporation, on behalf of said municipality, known to me to be the other person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed.

Given under my hand seal of office on this 3/2 day of July 2024.

[Signature]
Notary Public in and for the State of Texas



EXHIBIT "A"

**CITY ORDINANCE CREATING ZONE WITH
LEGAL DESCRIPTION OF ZONE BOUNDARIES**

ORDINANCE NO. 1566-05-2024

AN ORDINANCE MAKING FINDINGS; DESIGNATING A CERTAIN AREA AS A REINVESTMENT ZONE FOR COMMERCIAL-INDUSTRIAL TAX ABATEMENT; ASSIGNING THE NAME "REINVESTMENT ZONE NUMBER 24 (TWENTY-FOUR) OF THE CITY OF GAINESVILLE, TEXAS" TO SAID ZONE; DESCRIBING THE BOUNDARIES THEREOF; PROVIDING FOR ELIGIBILITY REQUIREMENTS FOR TAX ABATEMENT WITHIN SAID ZONE; PROVIDING TERMS FOR ABATEMENT WITHIN THE ZONE; PROVIDING REQUIREMENTS FOR TAX ABATEMENT AGREEMENTS; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND MAKING AN OPEN MEETING FINDING.

WHEREAS, the City Council of the City of Gainesville, Texas. ("City"), as authorized by the property Redevelopment and Tax Abatement Act, Chapter 312, TEX. TAX CODE, ("the Act"), wishes to designate a new reinvestment zone in an effort to promote the development or redevelopment of a certain contiguous geographic area through the use of tax abatements; and

WHEREAS, the City held a public hearing on the creation of Reinvestment Zone Number 24 after providing proper notice to the public and other taxing entities:

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GAINESVILLE, TEXAS:

Section 1. Name of Ordinance:

This Ordinance shall be known as "Reinvestment Zone No. 24 of the City of Gainesville."

Section 2. Definitions.

In this Ordinance, the following words shall be defined as follows:

- (a) **Improvements** shall include, for the purpose of establishing eligibility under Section 312.202, TEX. TAX CODE, new construction or redevelopment of current structures.
- (b) **Property covered in Reinvestment Zone** shall include real and personal property located in the reinvestment zone.
- (c) **Base Year** the base year for determining increased value shall be the taxable value of the real property and any fixed improvements as of January 1 of the year in which the tax abatement is executed.

Section 3. Determinations.

The City, after conducting a public hearing evidence and testimony of all persons wishing to be heard, hereby makes the following findings and determinations:

- (a) That a public hearing on the adoption of the Reinvestment Zone has been properly called, held and conducted and that the required notice of such hearing has been given to the public and to all taxing units overlapping the territory inside the proposed reinvestment zone;
- (b) That the boundaries of the area of the proposed tax agreement shall be the area described in Exhibit "A" which is attached hereto and incorporated herein;
- (c) That the creation of the reinvestment zone for commercial-industrial tax abatement with boundaries as described in Exhibit "A" will result in benefits to the City and to the land included in the Reinvestment Zone and the improvements sought are feasible and practical;
- (d) That the Reinvestment Zone, as defined in Exhibit "A", meets the criteria for the creation of a Reinvestment Zone as set forth below:
 - (1) TEX. TAX CODE, Section 312.202 (6) "be reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the municipality.
- (e) That the reinvestment zone as defined in Exhibit "A" meets the criteria for the creation of a reinvestment zone as set forth in the City of Gainesville Guidelines and Criteria for Tax Abatement; and
- (f) The area designated to be included in Reinvestment Zone No. 24 has been zoned Multi-Family High-Density (MF-2) by the City of Gainesville with Ordinance Number 1558-02-2024 on February 6, 2024.

Section 4. Creation of Reinvestment Zone

Pursuant to the Property Redevelopment and Tax Abatement Act, Chapter 312, TEX. TAX Code, the City of Gainesville hereby creates and designates a reinvestment zone for commercial-industrial tax abatement encompassing only the areas as described in Exhibit "A" which shall be known as Reinvestment Zone No. 24 of the City of Gainesville, Texas.

Section 5. Eligibility for Tax Abatement.

To be considered eligible for an agreement for tax abatement with the City of Gainesville, a project located in Reinvestment Zone No. 24 shall:

- (a) meet the standards of City of Gainesville Guidelines and Criteria for granting Tax Abatement in a reinvestment zone.

Section 6. Tax Abatement Terms Within Zone.

Written agreements with property owner(s) located within the Zone shall provide identical terms regarding duration of exemption and share of taxable real property value and tangible personal property.

- (a) Duration of Exemption: includes number of consecutive tax years beginning with and including the January 1 assessment date.
- (b) Share of taxes abated: includes number years of abatement and annual percentage for each abatement year: i.e. of the value of the real property in each year covered by the agreement only to the extent its value for that year exceeds its value for the year in which the agreement is executed.

Section 7. Tax Abatement Agreement Requirements.

All agreements for abatement of taxes within Reinvestment Zone No. 24 must comply with Section 312.205 (a) of the Act and must:

- (a) List the Kind, number and location of all proposed improvements of the property;
- (b) Provide access to and authorize inspection of the property by municipal employees, to insure that the improvements or repairs are made according to the specification, and conditions of the agreement;
- (c) Limit the uses of the property consistent with the general purpose of encouraging, the development, redevelopment of the Reinvestment Zone during the period that property, tax exemptions are in effect; and
- (d) Provide for recapturing property tax revenue lost as a result of the agreement if the owner of the property fails to make the improvements as provided by the agreement.

Section 8. Severability.

If for any reason any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be held invalid, it shall not affect any valid provision of this or any other Resolution of the City of Gainesville to which this Ordinance relates.

Section 9. Effective Date of Ordinance.

The provisions of this Ordinance, including the reinvestment zone designation shall be effective immediately upon passage, execution by the Mayor, and any required publication.

Section 10. Invalidity.

If any portion of this Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof.

Section 11. Publication.

Publication shall be made in the official newspaper of the City of Gainesville, Texas, after final passage, as provided by law.

Section 12. Open Meeting Finding.

That it is hereby officially found and determined that the meeting at which this Ordinance is passed is open to the public as required by law and that public notice of the time, place and purpose of said meeting was given as required.

EXHIBIT "A"

11.520 ACRES

J. DOBKINS SURVEY, ABSTRACT #316

M. MCCALL SURVEY, ABSTRACT #703

R. ALEXANDER SURVEY, ABSTRACT #13

CITY OF GAINESVILLE, COOKE COUNTY, TEXAS

PROPERTY DESCRIPTION

BEING a tract situated in the J. Dobkins Survey, Abstract Number 316, the M. McCall Survey, Abstract Number 703, and the R. Alexander Survey, Abstract Number 13, in the City of Gainesville, Cooke County, Texas, and being a portion of the "First Tract" and "Second Tract" as described by deed to Cheryl Suzanne Tyler as recorded under Volume 564, Page 320, Deed Records, Cooke County, Texas, (D.R.C.C.T.), together with a portion of a tract described by deed to Ramrod's Bomber, Inc. as recorded under Volume 2135, Page 174, Official Public Records, Cooke County, Texas, (O.P.R.C.C.T.), the subject tract being more particularly described by metes and bounds as follows (bearings are based on State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD '83)):

BEGINNING at a 1/2 inch rebar found for the west corner of Lot 1 in Block A of Young's Addition, an addition in the City of Gainesville, Cooke County, Texas, according to the plat recorded under Cabinet A, Slide 228, Plat Records, Cooke County, Texas, (P.R.C.C.T.), same being a re-entrant corner of said Ramrod's Bomber tract and the herein described tract;

THENCE South 31 degrees 11 minutes 02 seconds East, with the west line of said Lot 1 and through the interior of said Ramrod's Bomber tract and said "First Tract", a distance of 665.98 feet;

THENCE South 58 degrees 48 minutes 58 seconds West, through the interior of said "First Tract", a distance of 318.94 feet;

THENCE North 51 degrees 12 minutes 15 seconds West, through the interior of said "First Tract", a distance of 598.09 feet;

THENCE North 10 degrees 33 minutes 27 seconds East, through the interior of said "First Tract", passing the common line of said "First Tract" said "Second Tract", and continuing through the interior of said "Second Tract", a total distance of 873.83 feet;

THENCE North 88 degrees 42 minutes 28 seconds East, a distance of 187.35 feet to a point in the southwest right-of-way of State Highway 372, commonly known as North Grand Avenue;

THENCE South 31 degrees 11 minutes 02 seconds East, with the southwest right-of-way of said Stat Highway 372, a distance of 454.61 feet to a point for the north corner of said Lot 1, from which a 1/2 inch rebar found for the east corner thereof bears South 31 degrees 11 minutes 02 seconds East, a distance of 168.00 feet;

THENCE South 58 degrees 48 minutes 58 seconds West, with the northwest line of said Lot 1, a distance of 220.50 feet, returning to the **POINT OF BEGINNING** and enclosing 11.520 acres (501,802 square feet) of land, more or less.

SURVEYOR'S CERTIFICATE

This is to certify that I, John H. Barton III, a Registered Professional Land Surveyor of the State of Texas, have prepared this map from an actual survey on the ground, and that this map correctly represents that survey made by me or under my direction and supervision.


John H. Barton III, RPLS# 6737



EXHIBIT "B"
LEGAL DESCRIPTION AND DEPICTION OF PROPERTY

EXHIBIT "A"

11.520 ACRES

J. DOBKINS SURVEY, ABSTRACT #316
M. MCCALL SURVEY, ABSTRACT #703
R. ALEXANDER SURVEY, ABSTRACT #13
CITY OF GAINESVILLE, COOKE COUNTY, TEXAS

PROPERTY DESCRIPTION

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BEGINNING at a 1/2 inch rebar found for the west corner of Lot 1 in Block A of Young's Addition, an addition in the City of Gainesville, Cooke County, Texas, according to the plat recorded under Cabinet A, Slide 228, Plat Records, Cooke County, Texas, (P.R.C.C.T.), same being a re-entrant corner of said Ramrod's Bomber tract and the herein described tract;

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THENCE North 51 degrees 12 minutes 15 seconds West, through the interior of said "First Tract", a distance of 598.09 feet;

THENCE North 10 degrees 33 minutes 27 seconds East, through the interior of said "First Tract", passing the common line of said "First Tract" said "Second Tract", and continuing through the interior of said "Second Tract", a total distance of 873.83 feet;

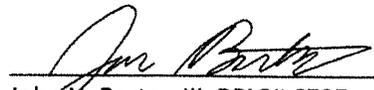
THENCE North 88 degrees 42 minutes 28 seconds East, a distance of 187.35 feet to a point in the southwest right-of-way of State Highway 372, commonly known as North Grand Avenue;

THENCE South 31 degrees 11 minutes 02 seconds East, with the southwest right-of-way of said Stat Highway 372, a distance of 454.61 feet to a point for the north corner of said Lot 1, from which a 1/2 inch rebar found for the east corner thereof bears South 31 degrees 11 minutes 02 seconds East, a distance of 168.00 feet;

THENCE South 58 degrees 48 minutes 58 seconds West, with the northwest line of said Lot 1, a distance of 220.50 feet, returning to the **POINT OF BEGINNING** and enclosing 11.520 acres (501,802 square feet) of land, more or less.

SURVEYOR'S CERTIFICATE

This is to certify that I, John H. Barton III, a Registered Professional Land Surveyor of the State of Texas, have prepared this map from an actual survey on the ground, and that this map correctly represents that survey made by me or under my direction and supervision.



John H. Barton III, RPLS# 6737

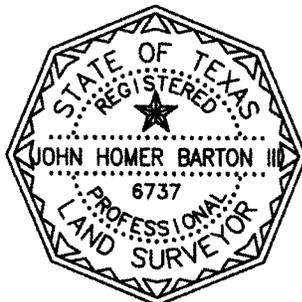


EXHIBIT "C"
CONCEPT PLAN INCLUDING
SITE PLAN, EXTERIOR DESIGN DRAWINGS, SPECIFICATIONS, MATERIALS, AND
LANDSCAPE DESIGN



Cross
architects

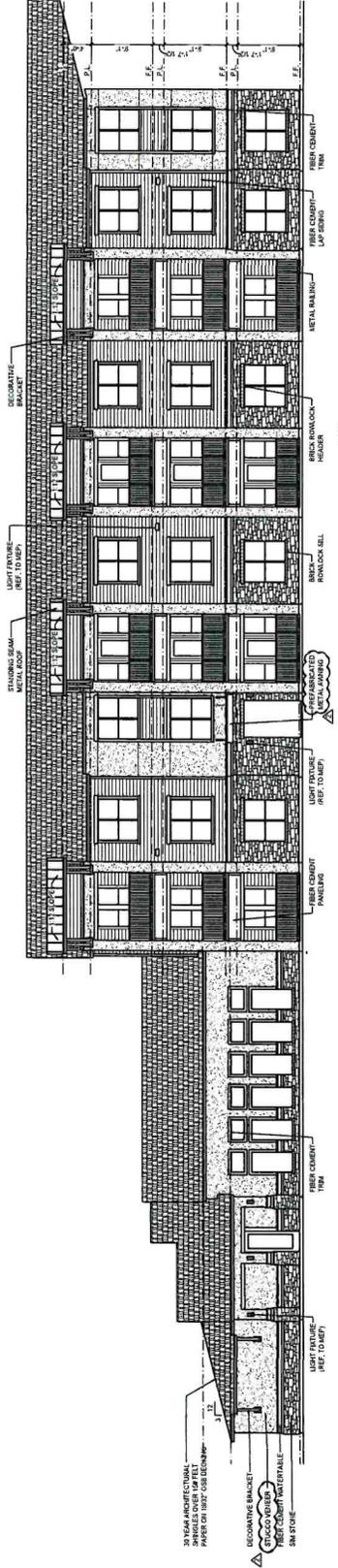
ARCHITECT:
CROSS ARCHITECTS, PLLC
879 JUNCTION DRIVE
ALLEN, TEXAS 75013
P. 972.398.6644
WWW.CROSSARCHITECTS.COM

NORTH PARK APARTMENT HOMES GAINESVILLE, TX

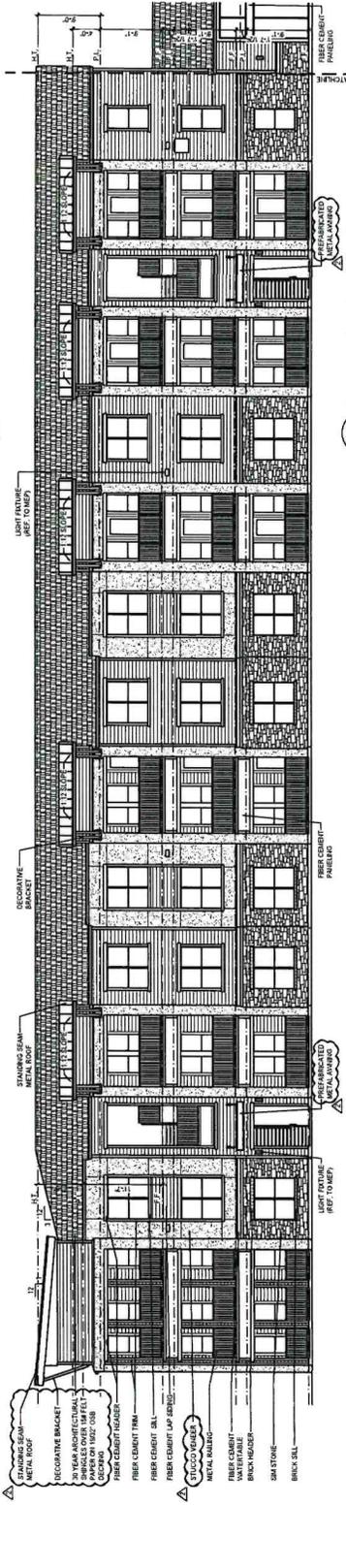
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PROJECT NUMBER: 23065
REVISIONS
NO. DATE
1 06/20/2024

DRAWING SUBMITTED FOR REVIEW
SHEET NUMBER

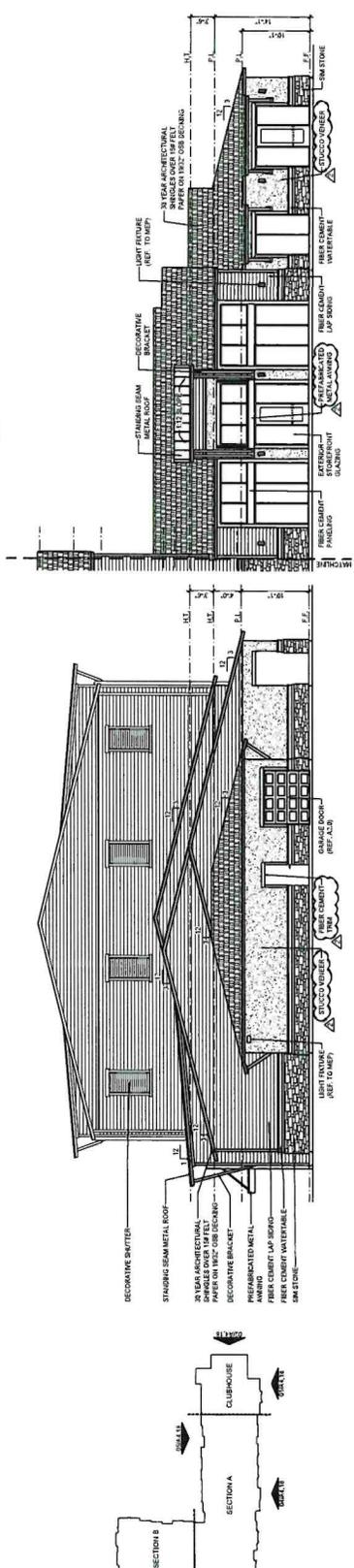
A4.18
BUILDING 'A'
EXTERIOR
ELEVATIONS
CONTINUED



05 BUILDING TYPE 'A' REAR ELEVATION
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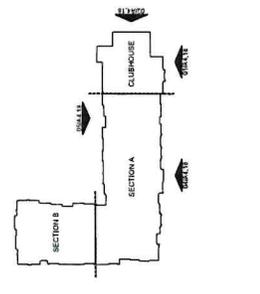


04 BUILDING TYPE 'A' FRONT ELEVATION
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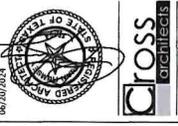


01 BUILDING TYPE 'A' FRONT ELEVATION
SCALE: 1/8" = 1'-0"

02 BUILDING TYPE 'A' RIGHT ELEVATION
SCALE: 1/8" = 1'-0"



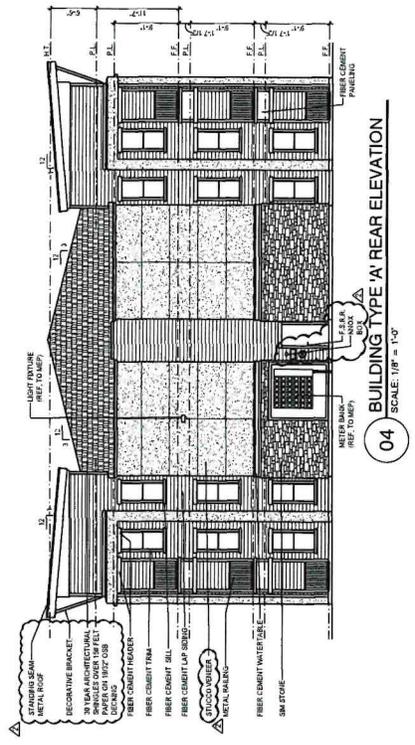
03 BUILDING TYPE 'A' - KEY PLAN
SCALE: 1/8" = 1'-0"



Cross
ARCHITECTS, PLLC
ARCHITECTS
879 JUNCTION DRIVE
ATLANTA, GEORGIA 30308
WWW.CROSSARCHITECTS.COM

NORTH PARK
APARTMENT HOMES
GAINESVILLE, TX

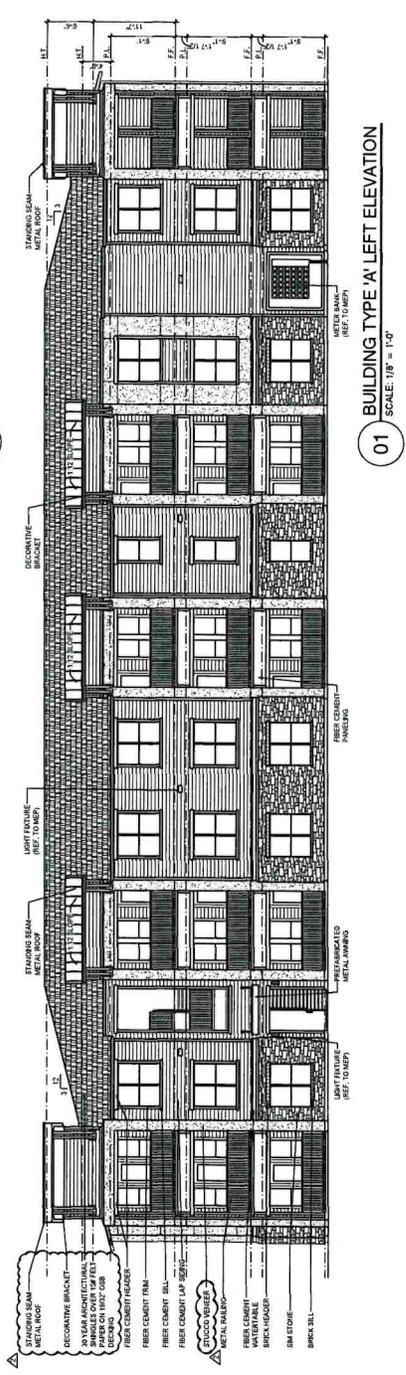
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NO.	DATE
1	06/20/2024
DRAWING PREPARED FOR	
REVIEW	
SHEET NUMBER	
A4.19	
BUILDING 'A' EXTERIOR CONTRACT DOCUMENTS	



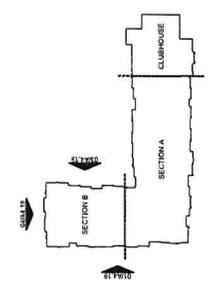
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SCALE: 1/8" = 1'-0"



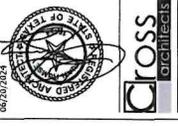
03 BUILDING TYPE 'A' RIGHT ELEVATION
SCALE: 1/8" = 1'-0"



01 BUILDING TYPE 'A' LEFT ELEVATION
SCALE: 1/8" = 1'-0"



02 BUILDING TYPE 'A' - KEY PLAN
SCALE: 1/8" = 1'-0"



ARCHITECT:
 CROSS ARCHITECTS, PLLC
 879 JUNCTION DRIVE
 ALEN, TEXAS 75013
 P: 972.398.6844
 WWW.CROSSARCHITECTS.COM

**NORTH PARK
 APARTMENT HOMES
 GAINESVILLE, TX**

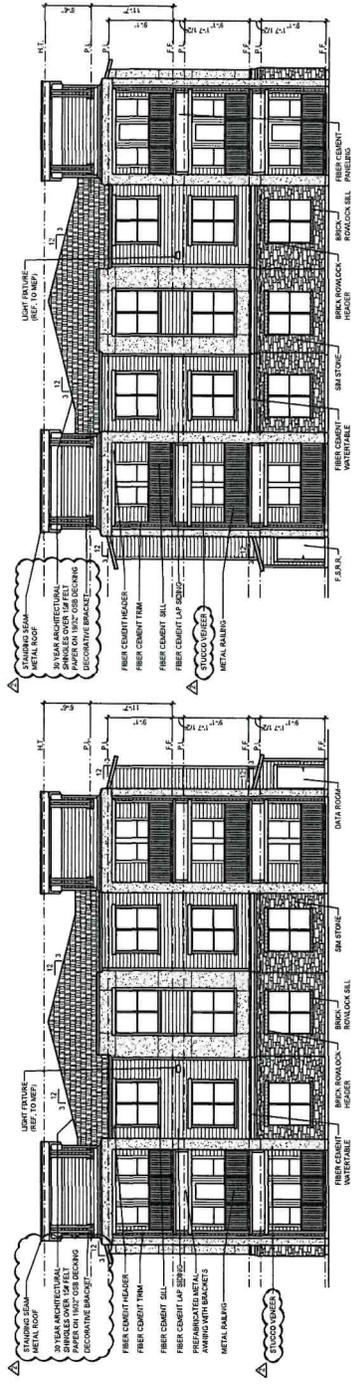
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 PROJECT NUMBER: 23085
 REVISIONS:
 NO. DATE
 1 06/20/2024

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 REVIEW
 SHEET NUMBER

A4.48
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 EXTERIOR
 ELEVATIONS
 (CONTINUED)

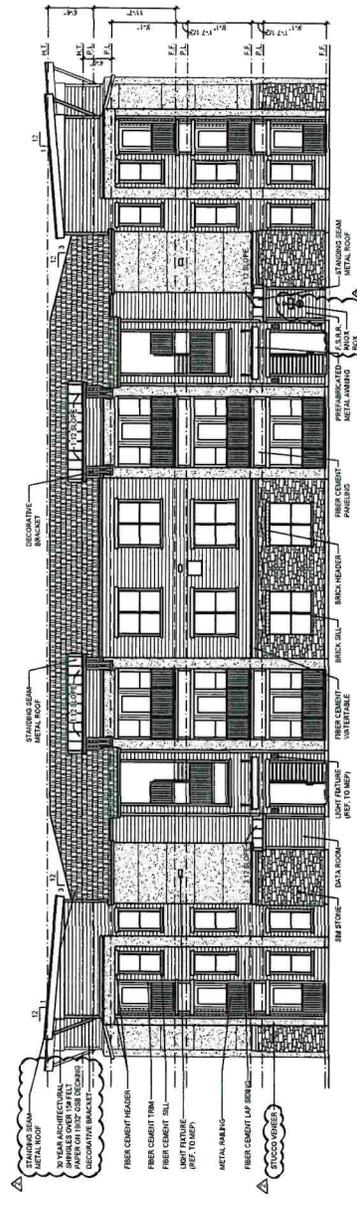


04 BUILDING TYPE 'C' REAR ELEVATION
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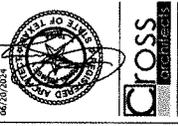


02 BUILDING TYPE 'C' RIGHT ELEVATION
 SCALE: 1/8" = 1'-0"

03 BUILDING TYPE 'C' LEFT ELEVATION
 SCALE: 1/8" = 1'-0"



01 BUILDING TYPE 'C' FRONT ELEVATION
 SCALE: 1/8" = 1'-0"



ARCHITECT:
CROSS ARCHITECTS, PLLC
 879 JUNCTION DRIVE
 ALLEN, TX 75013
 P: 972.398.6544
 WWW.CROSSARCHITECTS.COM

**NORTH PARK
 APARTMENT HOMES
 GAINESVILLE, TX**

DATE: 05/10/2022
 PROJECT NUMBER: 23065
 REVISIONS:
 NO. DATE BY/REVISION

DRAWING ISSUED FOR: REVIEW
 SHEET NUMBER: LS-1
 LANDSCAPE PLAN
 COMPONENT: 3204

LANDSCAPE LEGEND

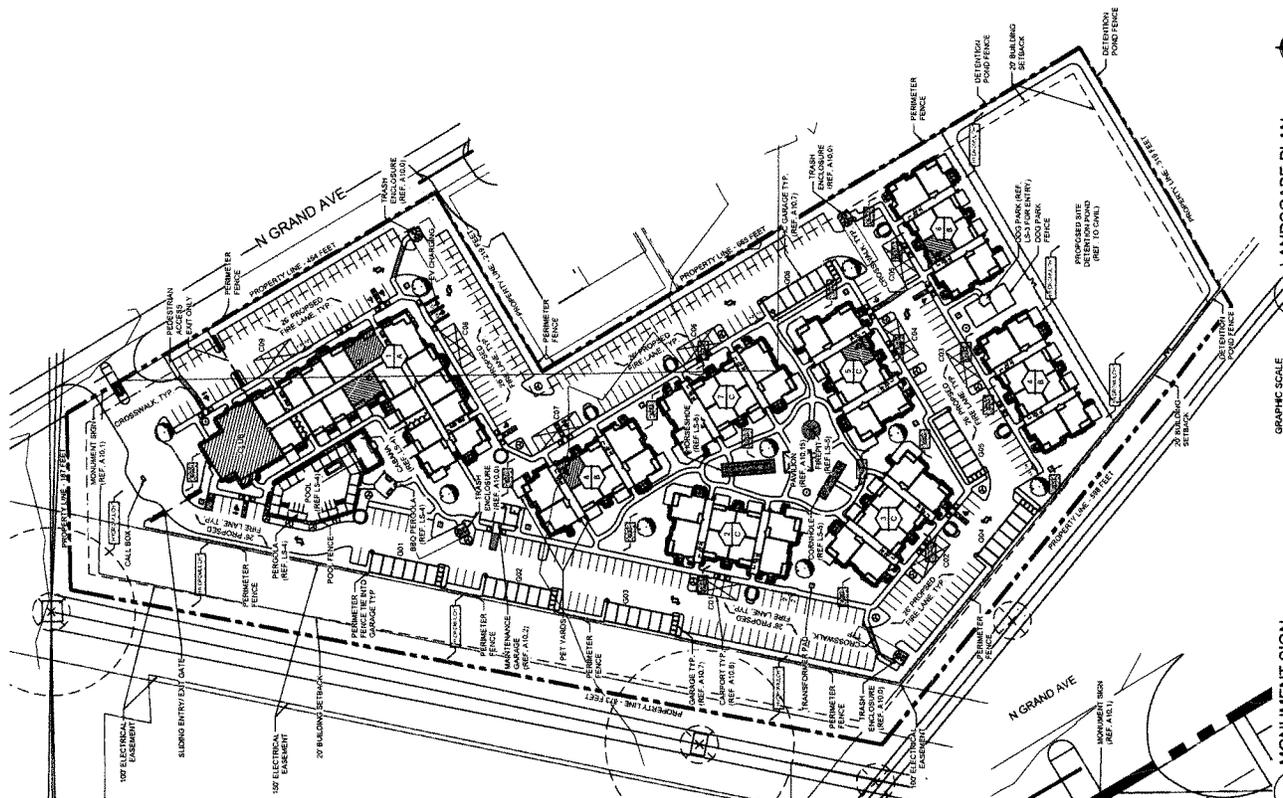
QTY	REF.	COMMON NAME	SCIENTIFIC NAME	QTY	REF.	COMMON NAME	SCIENTIFIC NAME
14	1	LANTANA, YELLOW	LANTANA MORA (LANTANA)	11	2	LANTANA MORA (LANTANA)	LANTANA MORA (LANTANA)
34	3	DRIFT ROSE	ROSA HYBRIDA (DRIFT)	3	4	LITTLE OAK (MANGROVE)	MANGROVE (LONCHOCARPUS)
140	5	DWARF BUFFBERNARDI	HEX CORNUTA	9	6	LACINIA (LANTANA)	UNUS (LANTANA)
82	7	VARIEGATED PRIVET	LIQUIDTRUM JAPONICUM	9	8	RED OAK (LANTANA)	QUERCUS RUBRA
14	8	SHIRAZI LOCUSTRAN	LIQUIDTRUM BIRSE	9	9	SON BERMOLO	SON BERMOLO
41	9	DWARF VAMPORHOLLS	LIQUIDTRUM BIRSE	9	10	HYDRANGEA BERMUDA	HYDRANGEA BERMUDA
219	10	DWARF VAMPORHOLLS	LIQUIDTRUM BIRSE	9	11	LANDSCAPING MULCH	N/A
5	11	VITEX	VITEX AGNUS-CASTEUS	9	12	LANDSCAPING MULCH	N/A

1. ALL PLANTING SHALL BE INSTALLED WITH SOIL.
2. SET THE CIVIL ENGINEER'S PLANS FOR ALL SURFACES, DRIVEWAYS, AND HANDICAP RAMP LAYOUT AND DESIGN.
3. PLANT MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY VEGETATION REQUIREMENTS SO AS TO NOT INTERFERE WITH THE STRUCTURE OR FUNCTION OF THE PROJECT.
4. TO CONTROL THE SPREAD OF DISEASES OR INSECT INFESTATIONS, PLANTING MATERIALS SHALL BE TREATED WITH AN APPROPRIATE PESTICIDE.
5. STABILIZATION: ALL LANDSCAPE PLANTING AREAS SHALL BE STABILIZED AND MAINTAINED WITH RED SOON COVER OR MULCH OR OTHER STABILIZATION MATERIALS.
6. TREES ADJACENT TO PAVED AREAS SHALL NOT BE PLACED CLOSER THAN THE DROP USE OF THE TREE AT THE TIME OF INSTALLATION.
7. ALL PLANTING SHALL BE INSTALLED WITH PROPER SPACING AND MAINTAINED WITH PROPER CARE.
8. PROVIDE CULERS WITH HYDRO MULCH 3FT AROUND PERIMETER POND.

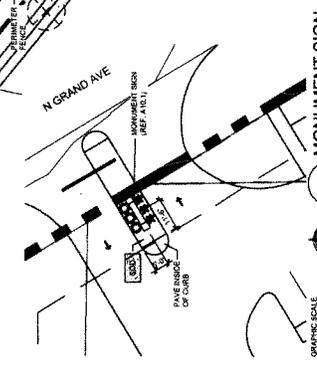
FENCE LEGEND

REF.	TYPE	HEIGHT	REMARKS
1	METAL	6" HIGH	WINDSHIELD FENCE
2	METAL	4" HIGH	DETENTION POND, POOL & DOOR PANK
3	METAL	N/A	MONUMENT SIGN AT PROPERTY ENTRANCE (REF. 10.1)

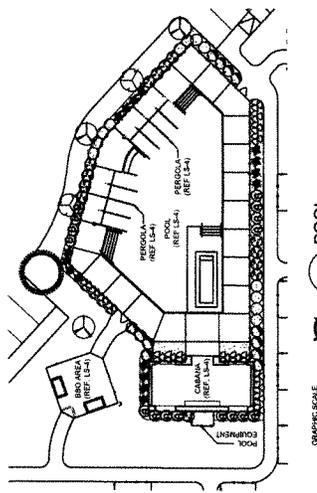
THE DRAWING CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPLACEMENT OF ALL PLANTING INCLUDING PRESERVATION TREES, WHICH SHALL BE MAINTAINED IN GOOD CONDITION SO AS TO PRESENT A HEALTHY AND ORNAMENTAL APPEARANCE AND TO COMPLY WITH ALL APPLICABLE REGULATIONS AND ORDINANCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPLACEMENT OF ALL PLANTING INCLUDING PRESERVATION TREES, WHICH SHALL BE MAINTAINED IN GOOD CONDITION SO AS TO PRESENT A HEALTHY AND ORNAMENTAL APPEARANCE AND TO COMPLY WITH ALL APPLICABLE REGULATIONS AND ORDINANCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPLACEMENT OF ALL PLANTING INCLUDING PRESERVATION TREES, WHICH SHALL BE MAINTAINED IN GOOD CONDITION SO AS TO PRESENT A HEALTHY AND ORNAMENTAL APPEARANCE AND TO COMPLY WITH ALL APPLICABLE REGULATIONS AND ORDINANCES.



01 LANDSCAPE PLAN
 SCALE: 1" = 60'



02 MONUMENT SIGN
 SCALE: 1" = 20'



03 POOL
 SCALE: 1" = 20'



Exhibit D
Certification Regarding the Employment of Undocumented Workers

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) The business receiving any public subsidies provides pursuant to this Agreement, or a branch, division, or department of the business, does not and will not knowingly employ undocumented workers. For purposes of this Certification, "Public Subsidies" means grants, loans, loan guarantees, benefits relating to an enterprise or empowerment zone, fee waivers or rebates, land price subsidies, infrastructure development and improvements designed to principally benefit a single business or defined group of businesses, matching funds, tax refunds, tax rebates, or tax abatements. For purposes of this Certification, "undocumented worker" means an individual who, at the time of employment, is not:

- (A) lawfully admitted for permanent residence to the United States; or
- (B) authorized to work in the United States under the federal Immigration and Nationality Act or by the Department of Homeland Security.

(2) If, after receiving the Public Subsidies provide herein, the business entity or a branch, division, or department of the business, is convicted of a violation under 8 U.S.C. to be Section 1324a(f), the business shall repay the amount of the Public Subsidy with interest to be charged at the statutory rate for delinquent taxes as determined by Section 33.01 of the Property Tax Code of the State of Texas, but without the addition of a penalty, according to the terms provided by this Agreement under V.T.C.A. Government Code § 2264.053, not later than the 120th day after the date the City notifies the business of the violation. As provided by Section 2264.101(c) of the Texas Government Code, Owner will not be liable for a violation by a subsidiary, affiliate, or franchisee of Owner or by a person with whom Owner contracts.

This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by V.T.C.A. Government Code § 2264.

Company: GVD NorthPark, LLC

By: _____

Gene Dixon, Jr. - Managing member
(Type name and title)