

RESOLUTION NO. 07-02-2024A

A RESOLUTION APPROVING A CHAPTER 380 GRANT AGREEMENT WITH GVD NORTHPARK, LLC; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY OF GAINESVILLE, TEXAS.

WHEREAS, the City Council of the City of Gainesville, Texas, has determined that entering into an agreement with GVD NorthPark, LLC. to construct an apartment complex with 222 units on property is beneficial to the economy and surrounding area by promoting local economic development and stimulating business and commercial activity in the City; and

WHEREAS, the City of Gainesville deems it to be in the best interest of the citizens of Gainesville to authorize said agreement; and

WHEREAS, the economic development agreement is in compliance the Chapter 380 of the Texas Local Government Code.

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

SECTION 1. The Chapter 380 program is approved and the Mayor is hereby authorized to execute on behalf of the City of Gainesville, Texas, the Chapter 380 Economic Development Agreement entered into with GVD NorthPark LLC, attached hereto as Exhibit "A" and incorporated herein by reference as if set forth verbatim herein.

SECTION 2. Should any section, subsection, sentence, clause, or phrase of this Resolution be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Resolution shall remain in full force and effect. The City hereby declares that it would have passed this Resolution, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 3. The recitals contained in the preamble of this Resolution are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

SECTION 4. This Resolution shall be effective upon passage.

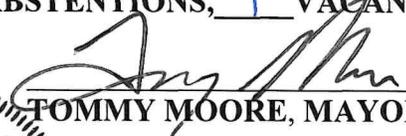
PASSED AND APPROVED this the 2nd day of July 2024, by the following vote:

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

ATTEST:


DIANA ALCALA, CITY SECRETARY




TOMMY MOORE, MAYOR

**CHAPTER 380 GRANT AGREEMENT BETWEEN THE CITY OF GAINESVILLE,
TEXAS AND GVD NORTHPARK, LLC. FOR WAIVING IMPACT FEES AND
PROVIDING A SALES TAX REBATE**

This **CHAPTER 380 GRANT AGREEMENT** ("Agreement") is made by and between The City of Gainesville, Texas, also referred to as ("City"), and GVD NorthPark, LLC, a Texas Limited Liability Company registered in Texas as a foreign corporation ("Company"), (each a "Party" and collectively the "Parties"), acting by and through their respective authorized officers and representatives.

WHEREAS, the City Council of the City of Gainesville, Texas ("City Council") has investigated and determined that it is in the best interest of the City and its citizens to encourage programs, including programs for making loans and grants of public money to promote local economic development and stimulate business and commercial activity in the City pursuant to Chapter 380, Texas Local Government Code, as amended ("Chapter 380"); and

WHEREAS, the Company will construct an apartment complex with 222 units on property located off of Grand Avenue within the City (the "Property") as shown **Exhibit A**; and

WHEREAS, the City Council has investigated and determined that the Company meets the criteria for providing the grants (hereinafter defined), pursuant to Chapter 380, based on, among other things, the Company: (i) acquiring properties for development, and constructing improvements with a taxable value of \$14,000,000; (ii) adding taxable improvements to real property in the City; and (iii) creating employment opportunities for the citizens of Gainesville (collectively, the "Approved Project"); and

WHEREAS, the City has concluded that the Approved Project qualifies for a Grant under Chapter 380; and

WHEREAS, with the approval of this Agreement, the City hereby establishes a program authorized by Chapter 380 to encourage and induce the construction of an apartment complex; and

WHEREAS, the City has determined that making an economic development grant to the Company in accordance with this Agreement will further the objectives of the City, will benefit the City and the City's inhabitants and will promote local economic development and stimulate business and commercial activity in the City.

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I DEFINITIONS

1.01 For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

“Agreement” shall mean this Chapter 380 Grant Agreement, together with all exhibits, schedules, and attachments that are attached to this Agreement from time to time, if any.

“City” shall mean Gainesville, Texas.

“Company” shall mean GVD NorthPark, LLC.

“Direct Payment Permit” also referred to herein as a “Texas Direct Payment Permit” shall mean that permit issued by the State of Texas authorizing Company to self-assess and pay applicable state and local use taxes directly to the State of Texas related to selected portions of Company’s taxable purchases. Texas Rule 3.288 of the Texas Administrative Code defines the requirements and responsibilities of Texas Direct Payment Permit holders along with any amendments, permutations, or recodifications of such Code or Rules whether renaming such permits or otherwise modifying such provisions.

“Effective Date” shall mean the date upon which the last of the parties has approved and duly executed this Agreement.

“Event of Bankruptcy or Insolvency” shall mean the dissolution or termination (other than a dissolution or termination by reason of a Party merging with an affiliate) of a Party’s existence as a going business, insolvency, appointment of receiver for any part of a Party’s property and such appointment is not terminated within ninety (90) business days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against a Party and in the event such proceeding is not voluntarily commenced by the Party, such proceeding is not dismissed within ninety (90) business days after the filing thereof.

“Force Majeure” shall mean any delays due to strikes, riots, acts of God, shortages of labor or materials, war, terrorism, governmental approvals, laws, regulations, or restrictions, or any other cause of any kind whatsoever which is beyond the reasonable control of the Party.

“Grant” shall have the meaning set forth in Sec. 3.01.

“Grant Period” shall mean consecutive three (3) month periods during the term of this Agreement, except that the first Grant Period shall begin on the Effective Date and continue through and include the last day of September, 2024 following the Effective Date. For illustration purposes, assume the Effective Date is July 1, 2024 then the first Grant Period would begin on July 1, 2024 and continue through and include September 30, 2024. The next Grant Period would begin on October 1, 2024 and continue through and include

December 31, 2024. The final Grant Period for the initial two (2) year term of the Agreement would end on June 30, 2026.

“Impact Fees” shall mean the fees created by City of Gainesville, Texas Ordinance 1498-07-2021.

"Impositions" shall mean all valid taxes, assessments, use and occupancy taxes, sales taxes, charges, ad valorem taxes, excises, license and permit fees, and other charges by public or governmental authority, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Company, or any property or any business owned by Company within City.

"Program" shall mean the economic incentive program established by the City pursuant to Chapter 380 of the Texas Local Government Code together with any amendments, permutations, or recodifications of such Code provisions whether renaming such economic incentive or other modifications thereof.

"Taxable Items" shall have the same meaning assigned by Sections 151.010 and 151.0101, TEX. TAX CODE, as amended.

"Use Tax" shall have the same meaning assigned by Section 3.346, Title 34, Texas Administrative Code.

"Use Tax Certificate" shall mean a certificate or other statement in a form reasonably acceptable to the City setting forth the Company's collection of use tax imposed by and received by the City from the State of Texas, for the use of Taxable Items by Company in the City for the applicable calendar month during a Grant Period which are to be used to determine Company's eligibility for a Grant, together with such supporting documentation required herein, and as City may reasonably request.

"Use Tax Receipts" shall mean the City's net receipts from the State of Texas from the collection of one and one-quarter percent (1.25%) of the total one and one-half percent (1.5%) general City use tax imposed by the City pursuant to Chapter 321 of the Texas Tax Code, attributed to the collection of use tax by Company associated with the issuance of Company's Texas Direct Payment for Taxable Items used or consumed in the City.

ARTICLE II TERM

2.01 Term. The term of this Agreement shall begin on the Effective Date and continue for a two (2) year period.

2.02 This Agreement shall remain in effect until City has made the Grants set forth in Section 3 of the Agreement, or until otherwise terminated under the provisions of this Agreement.

2.03 This Agreement may be extended for an additional period of time on terms mutually acceptable to both Parties by a written agreement executed by both Parties.

ARTICLE III ECONOMIC DEVELOPMENT GRANT

3.01 Grant. Subject to the Company's continued compliance with all the terms and conditions of this Agreement, the City agrees to waive all impact fees and off-site improvement fees for projects 9 and 10 from the 2020 Wastewater System Master Plan in exchange for the Company paying the City \$400,867 (four hundred thousand, eight-hundred and sixty-seven dollars). The City will also provide Company with an economic development grant from lawful available funds payable as provided herein in an amount equal to 40% of the Use Tax Receipts, as previously defined herein (the "Grant"). The Grant will be paid quarterly at the end of March, June, September, and the end of December, with the potential exception of the final Grant Period, during the two (2) year term following the execution of the Agreement, commencing on the Effective Date. The Grant will never include any monies the Company pays or owes to the State of Texas for any penalties for late payments, failures to report in a timely manner, and the like, related to the Use Tax Receipts.

3.02 Grant Payment. City shall pay the Grant for the applicable Grant Period after receiving all Use Tax Receipts pursuant to this section and Section 4.01. Company shall submit Use Tax Certificates to City within thirty (30) days following the end of the applicable Grant Period, beginning with the first Grant Period.

3.03 Amended Returns and Audits. In the event the Company files an amended use tax return, or report, or if additional use tax is due and owing, as a result of an audit conducted by the State of Texas that increases the Use Tax Receipts for a previous period covered within the term of this Agreement, the Grant payment for the Grant Period immediately following such State-approved amendment shall be adjusted accordingly, provided that City actually received the Use Tax Receipts attributed to such adjustment. As a condition precedent to payment of such adjustment, Company shall provide City with a copy of such amended use tax report, tax return or audit adjustment, and the approval thereof by the State of Texas.

3.04 Refunds. In the event the State of Texas determines that the City erroneously received Use Tax Receipts, or that the amount of use tax paid to the City exceeds the correct amount of use tax for a previous Grant paid to the Company, the Company shall pay such amount to City, within thirty (30) days after receipt of written notification thereof from the City specifying the amount by which such Grant exceeded the amount to which the Company was entitled pursuant to such State of Texas determination. The City may at its option adjust the Grant payment for the Grant Period immediately following such State of Texas determination to deduct there from the amount of the overpayment. As a condition precedent to payment of such refund, the City shall provide Company with a copy of such determination by the State of Texas.

ARTICLE IV
DOCUMENTATION SUPPORTING THE ECONOMIC DEVELOPMENT GRANT

The conditions contained in this Article IV are conditions precedent to the City's obligation to make any Grant payment.

4.01 Use Tax Certificate. During the term of this Agreement, the Company shall within thirty (30) days after the end of each Grant Period, provide the City with a Use Tax Certificate relating to Use Tax Receipts paid during the Grant Period. The City shall have no duty to calculate the Use Tax Receipts or determine Company's entitlement to any Grant for a Grant Period, or pay any Grant during the term of this Agreement, until such time as Company has provided the City a Use Tax Certificate for such Grant Period and the City has received the actual Use Tax Receipts from the State of Texas attributable to such calendar months within the Grant Period. Company shall provide such additional documentation as may be reasonably requested by City to evidence, support and establish the use tax paid directly to the State of Texas pursuant to Company's Direct Payment Permit. The Use Tax Certificate for each Grant Period shall at a minimum contain, include or be accompanied by the following:

- a. A copy of all Texas Direct Payment Permit and self-assessment use tax returns and reports during the applicable Grant Period, use tax audit assessments or credits, including amended use tax returns or reports, filed by the Company during the Grant Period showing use tax paid directly to the State of Texas related to Company's operations for the Grant Period; and
- b. Information concerning any refund or credit received by the Company of use tax paid by the Company, which has previously been reported by the Company as use tax paid for a previous Grant Period within the term of this Agreement.
- c. A spreadsheet with calculations showing the use tax reimbursement due from the City.

Company will provide to City the Use Tax Certificates from time to time pursuant to the terms of the Agreement, which are confidential ("Confidential Information") and, except as otherwise provided herein, may not be disclosed to a third party without the Company's consent. To the extent that any disclosure of the Confidential Information may be required by law or court order, City will use reasonable efforts to inform Company of the request in sufficient time for Company to assert any objection it may have to such disclosure to an appropriate judicial or administrative body.

4.02 Company forfeits its right for payment if it fails to request reimbursement within 30 days after the end of any Grant Period.

4.03 City must have received a Use Tax Certificate for the months within the Grant Period for which payment of a Grant is requested, and City must have received the actual Use Tax Receipts for all calendar months within the Grant Period.

4.04 The Company intends to issue its Texas Direct Payment Permit to specific suppliers or vendors that provide large quantities of building materials or other tangible personal property.

4.05 The Company shall provide the City with a true and correct copy of its Texas Direct Payment Permit, which permit shall be kept in full force and effect throughout the term of the Agreement.

4.06 Company or the City shall not have an uncured material breach or default of this Agreement.

ARTICLE V TERMINATION

5.01 This Agreement may be terminated upon any one of the following:

- (a) by mutual written agreement of the Parties;
- (b) by City or Company, respectively, if the other Party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof by the City or Company, as the case may be;
- (c) by City, if Company fails to provide construction of an apartment complex with 222 units, swimming pool, and leasing office worth \$14,000,000 in taxable value by January 1, 2027 that is substantially the same as shown in **Exhibit A**
- (d) by City, if any use taxes or other Impositions owed to the City or the State of Texas by Company have become delinquent (provided, however, Company retains the right to timely and properly protest and contest any such Impositions);
- (e) by City, if Company suffers an Event of Bankruptcy or Insolvency;
- (f) by City or Company, respectively, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable;
- (g) by City or Company, respectively, if any current or future Federal or State legislation or any decision of a court of competent jurisdiction requires local use taxes captured by the Use Tax Receipts described herein to be sourced to the location of a home built by Company under this Agreement;
- (h) by Company, if the City does not pay the applicable Grant amount within 45 days of receipt of the Use Tax Receipts as required herein covered by a valid Use Tax Certificate issued by Company or fails to cure this breach within an additional 30 days thereafter provided that the Company is not in default; or

- (i) expiration of the term.

The rights, responsibilities and liabilities of the Parties under this Agreement shall be extinguished upon the termination of this Agreement except for any rights, responsibilities and/or liabilities that accrued prior to such termination.

ARTICLE VI INDEMNIFICATION

THE COMPANY AGREES TO DEFEND, INDEMNIFY RELEASE AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, OFFICIALS, REPRESENTATIVES, CONSULTANTS, AGENTS AND EMPLOYEES (COLLECTIVELY, FOR THE PURPOSE OF THIS PARAGRAPH, THE "CITY") HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, LAWSUITS, JUDGMENTS, ATTORNEY FEES, COSTS, EXPENSES, AND DEMANDS BY THE STATE OF TEXAS THAT THE CITY HAS BEEN PAID ERRONEOUSLY, OVER-PAID OR INCORRECTLY ALLOCATED USE TAX RECEIPTS ATTRIBUTED TO THE SALE AND/OR USE OF TAXABLE ITEMS BY COMPANY CONSUMMATED WITHIN THE CORPORATE BOUNDARIES AND EXTRATERRITORIAL JURISDICTION OF THE CITY FOR ANY PERIOD DURING THE TERM OF THIS AGREEMENT (COLLECTIVELY, A "CLAIM"); IT BEING THE INTENTION OF THE PARTIES THAT THE COMPANY SHALL BE RESPONSIBLE FOR THE REPAYMENT OF ANY USE TAX GRANTS PAID TO THE COMPANY HEREIN BY THE CITY THAT INCLUDES USE TAX RECEIPTS THAT THE STATE OF TEXAS HAS DETERMINED WERE PAID ERRONEOUSLY, COLLECTED, DISTRIBUTED, OR ALLOCATED TO THE CITY. THIS INDEMNIFICATION SHALL NOT APPLY TO ANY LIABILITY RESULTING SOLELY FROM THE ERRORS OR OMISSIONS OF THE CITY. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND DO NOT CREATE ANY OBLIGATIONS FROM, OR GRANT ANY CONTRACTUAL OR OTHER RIGHTS TO, ANY OTHER PERSON OR ENTITY, OTHER THAN OBLIGATIONS, IF ANY, THAT ARISE FROM COMPANY TO THE CITY TO PERFORM OBLIGATIONS CREATED BY THIS PARAGRAPH.

ARTICLE VII MISCELLANEOUS

7.01 Binding Agreement. The terms and conditions of this Agreement are binding upon the Parties to this Agreement and their respective successors and permitted assigns. This Agreement may not be assigned without the express written consent of City, which consent shall not be unreasonably withheld or delayed.

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

THE COMPANY AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY FROM ALL SUCH CLAIMS, SUITS, AND CAUSES OF ACTIONS, LIABILITIES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, OF ANY NATURE WHATSOEVER BY A THIRD PARTY ARISING OUT OF THE COMPANY'S PERFORMANCE OF THE CONDITIONS UNDER THIS AGREEMENT.

The Parties agree that in a suit against the City for breach of this Agreement, the total amount of money awarded is limited to actual damages in an amount not to exceed the balance due and owed by the City under this Agreement. The recovery of damages against a Party may not include consequential or exemplary damages. The Parties may not recover attorneys' fees and Company is not entitled to specific performance or injunctive relief against the City. An uncured default and breach by any Party shall not entitle any non-defaulting Party to recovery of any monetary damages other than an amount of any Grant allegedly owed under Articles III and IV of this Agreement and expressly excluding lost profits, all other consequential damages and exemplary damages.

7.03 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture between the Parties.

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

7.05 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below (or such other address as such Party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered or sent via fax.

If intended for City, to:

Barry Sullivan
Gainesville City Manager
200 South Rusk
Gainesville, TX 76240

With a copy to:

Wm. Andrew Messer
Messer, Fort, & McDonald, PLLC
6371 Preston Road, Suite 200
Frisco, Texas 75034

If intended for the Company, to:

GVD NorthPark, LLC
Attn: Gene Dixon
8226 Douglas Avenue, Suite 627

Dallas, Texas 75225

7.06 Entire Agreement. This Agreement is the entire Agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the Parties that in any manner relates to the subject matter of this Agreement.

7.07 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within ten (10) days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give notice to the other Party that includes a detailed explanation of the force majeure, a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time, and the length of time needed to resume full performance. The other Party may object in writing to the length of time claimed to be needed to resume performance by the Party suffering the event of force majeure if it provides a commercially reasonable explanation regarding how full performance could be reasonably resumed at an earlier date, in which case full performance shall resume at the earlier date.

7.08 Governing Law. The laws of the State of Texas shall govern the Agreement; and this Agreement is fully performable in Gainesville, Texas with exclusive venue for any action concerning this Agreement being in a court of competent jurisdiction in Cooke County, Texas.

7.09 Amendment. This Agreement may only be amended by the mutual written agreement of the Parties.

7.10 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

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

7.12 No Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third party beneficiaries by entering into this Agreement.

7.13 Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is

to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this Agreement.

7.14 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument and any such counterparts shall be deemed to be incorporated herein.

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

7.16 Governmental Immunity. The Parties agree that the City has not waived its governmental immunity by entering into and performing its obligations under this Agreement.

7.17 Dispute Resolution. Any controversy or claim arising from or relating to this Agreement, or a breach thereof shall be subject to non-binding mediation, as a condition precedent to the institution of legal or equitable proceedings by any Party unless the institution of such legal or equitable proceeding is necessary to avoid the running of an applicable statute of limitation. The Parties shall endeavor to resolve their claims by mediation. City and Company shall share the costs of mediation equally. The mediation shall be held in Gainesville, Texas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

7.18 No Israeli Boycott. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Sections 2271.001-002 Texas Government Code, Contractor and its parent company, wholly or majority-owned subsidiaries, and other affiliates, if any, further certifies and verifies that it does not boycott Israel and agrees that it will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory. (Texas Government Code §§ 2270.001-.002, 808.001-.006, .051-.057, .101-.102) The foregoing verification is made solely to comply with Chapter 2271, Texas Government Code, to the extent the applicable provision in Chapter 2271.001, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott Israel" shall have the meaning assigned to such term in § 808.001(1), Texas Government Code. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.

7.19. Foreign Terrorist Organizations. The Company hereby represents that (i) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Section 2252.151, Texas Government Code.

7.20 Energy Company Boycott. To the extent this Agreement constitutes a contract for goods or services for which a written verification statement is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislative Session), Texas Government Code, as amended, the Company hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. The Company understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Company and exists to make a profit.

7.21 Verification Regarding Discrimination Against Firearm Entity or Trade Association. To the extent this Agreement constitutes a contract for goods or services for which a written verification statement is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislative Session, "SB 19"), Texas Government Code, as amended, the Company hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any:

- (1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
- (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3) (as added by SB 19), Texas Government Code. The Company understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Company and exists to make a profit.

7.22 Ethics Disclosure. Company represents that it has completed a Texas Ethics Commission ("TEC") form 1295 (Form 1295) generated by the TEC's electronic filing application in accordance with the provisions of Texas Government Code 2252.908 and the rules promulgated by the TEC. The Parties agree that, with the exception of the information identifying the City and the contract identification number, the City is not responsible for the information contained in the Form 1295. The information contained in the Form 1295 has been provided solely by the Company and the City has not verified such information.

7.23 No Permit. This Agreement does not constitute a permit pursuant to Chapter 245 of the Texas Local Government Code and or any City code or regulation and does not vest any rights to the Company pursuant thereto. The City does not, by entering into this Agreement, concede or agree that there are any developer rights or obligations arising under Chapter 245 of

the Texas Local Government Code and the City reserves all rights and defenses against any such assertion.

7.24 Employment of Undocumented Workers. During the term of this Agreement, the Company agrees not to **knowingly** employ any undocumented workers, and if convicted of a violation under 8 U.S.C. Section 1324a(f), the Company shall repay the Grant herein and any other funds received by the Company from the City as of the date of such violation, plus interest at the rate of 6.0% compounded annually from the date of violation until paid. The Company is not liable for a violation of this Section by a subsidiary, affiliate, or franchisee of the Company or by a person or entity with whom the Company contracts.

7.25 Report Agreement to Comptroller's Office. City covenants and agrees to report this Agreement to the State Comptroller's office within fourteen (14) days of the Effective Date of this Agreement, in accordance with Section 380.004 of the Texas Government Code, as added by Texas House Bill 2404, 87th Tex. Reg. Session (2021) (effective September 1, 2021).

7.26 Authority and Enforceability. The City represents and warrants that this Agreement has been duly adopted by official action of the City Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. Company represents and warrants that this Agreement has been approved by appropriate action of Company and that the individual executing this Agreement on behalf of Company has been duly authorized to do so.

[SIGNATURE PAGES FOLLOW]

EXECUTED as of the 2nd day of July, 2024.

THE CITY OF GAINESVILLE, TEXAS

By: [Signature]
Tommy Moore, Mayor

ATTEST:

[Signature]
Diana Alcalá, City Secretary

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
CITY OF GAINESVILLE §

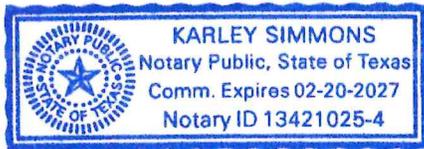
This instrument was acknowledged before me on the 02 day of July, 2024 by Tommy Moore, Mayor of the City of Gainesville, Texas, on behalf of said City.

[Signature]

Name: Karley Simmons

Notary Public, State of Texas

My commission expires: 2-20-2027



EXECUTED as of the 2nd day of July, 2024.

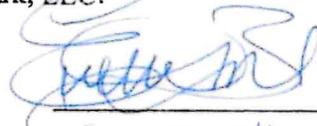
GVD NorthPark, LLC.
By: Gene Dixon, Managing Member

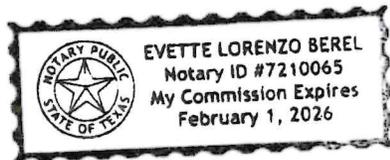
By: 
Name: Gene Dixon, Jr.
Title: managing member

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
CITY OF Dallas §

This instrument was acknowledged before me on the 2nd day of July, 2024 by Gene Dixon, Managing Member, GVD NorthPark, LLC.


Name: Evette Lorenzo Berel



Notary Public - State of Texas

Exhibit A

GVD Northpark LLC Property Description, Site Plan, Elevations, and Landscaping Plan



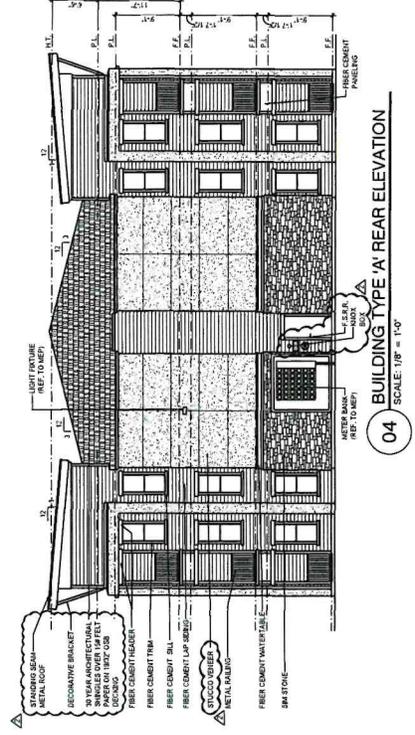
ARCHITECT:
 CROSS ARCHITECTS, PLLC
 879 JUNCTION DRIVE
 ALLEN, TEXAS 75013
 P: 972.398.6644
 WWW.CROSSARCHITECTS.COM

**NORTH PARK
 APARTMENT HOMES
 GAINESVILLE, TX**

DATE: 05/10/2022
 PROJECT NUMBER: 23065
 REVISIONS
 NO. DATE
 1 06/20/2024

DRAWINGS PREPARED FOR REVIEW
 SHEET NUMBER

A4.19
 BUILDING 'A'
 EXTERIOR
 ELEVATIONS
 EXISTING CONDITIONS



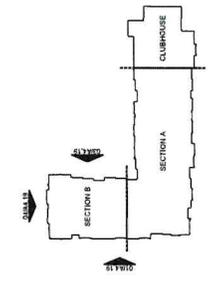
04 BUILDING TYPE 'A' REAR ELEVATION
 SCALE: 1/8" = 1'-0"



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: 1/64" = 1'-0"



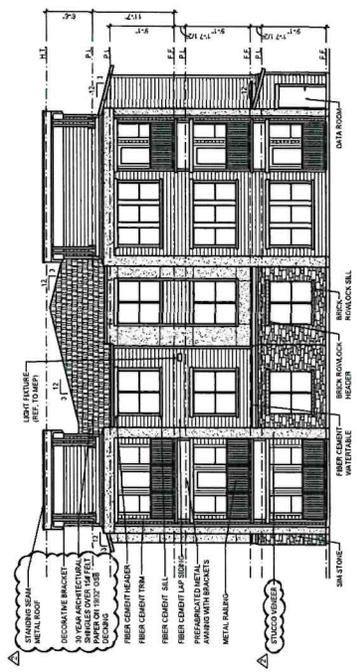
ARCHITECT:
 CROSS ARCHITECTS, PLLC
 879 JUNCTION DRIVE
 ALLEN, TEXAS 75013
 P: 972.399.6644
 WWW.CROSSARCHITECTS.COM

**NORTH PARK
 APARTMENT HOMES
 GAINESVILLE, TX**

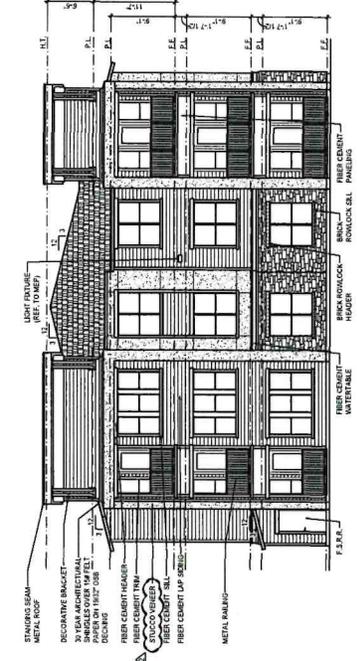
| | |
|--|------------|
| DATE | 05/10/2022 |
| PROJECT NUMBER | 23065 |
| REVISIONS | |
| NO | DATE |
| 1 | 06/20/2024 |
| DRAWING PREPARED FOR REVIEW | |
| SHEET NUMBER | |
| A4.37 | |
| BUILDING 'B' EXTERIOR ELEVATIONS | |
| DRAWING CODE | |



04 BUILDING TYPE 'B' REAR ELEVATION
 SCALE: 1/8" = 1'-0"



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



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



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



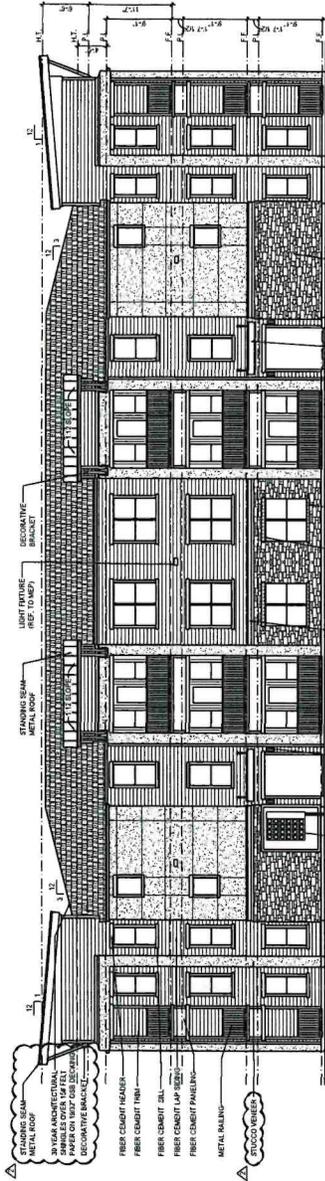
ARCHITECT:
 CROSS ARCHITECTS, PLLC
 879 JUNCTION DRIVE
 ALLEN, TEXAS 75013
 P: 972.398.6644
 WWW.CROSSARCHITECTS.COM

**NORTH PARK
 APARTMENT HOMES
 GAINESVILLE, TX**

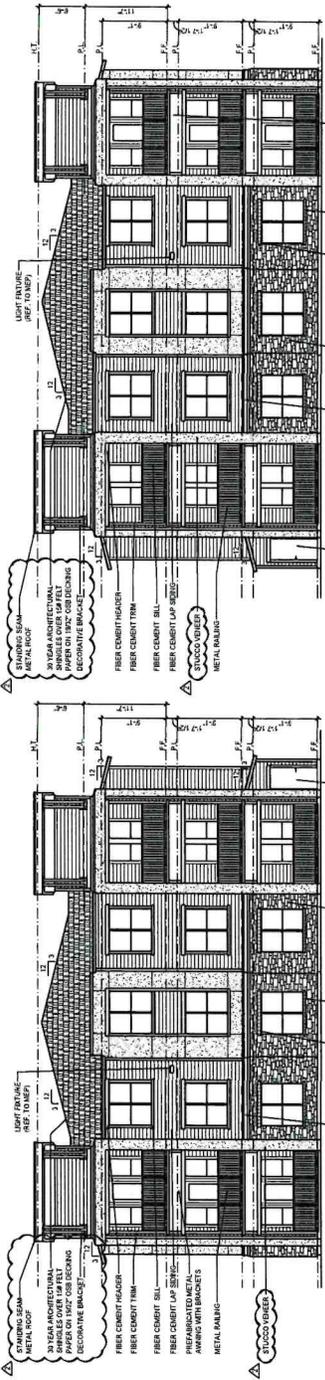
DATE: 05/10/2022
 PROJECT NUMBER: 23065
 REVISIONS:
 NO. DATE
 1 06/20/2024

DRAWINGS PREPARED FOR:
 REVIEW
 SHEET NUMBER

A4.48
 BUILDING 'C'
 EXTERIOR
 ELEVATIONS
 CONTRACT: 1/2024



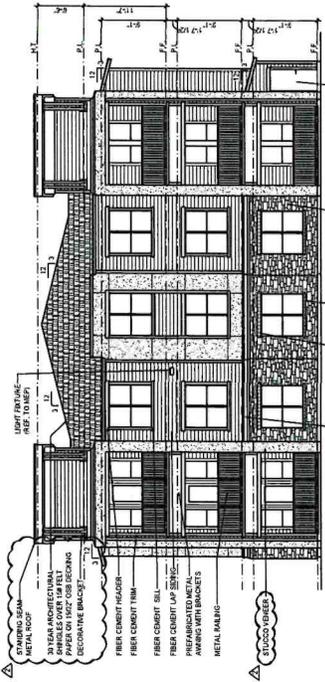
04 BUILDING TYPE 'C' REAR ELEVATION
 SCALE: 1/8" = 1'-0"



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



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



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



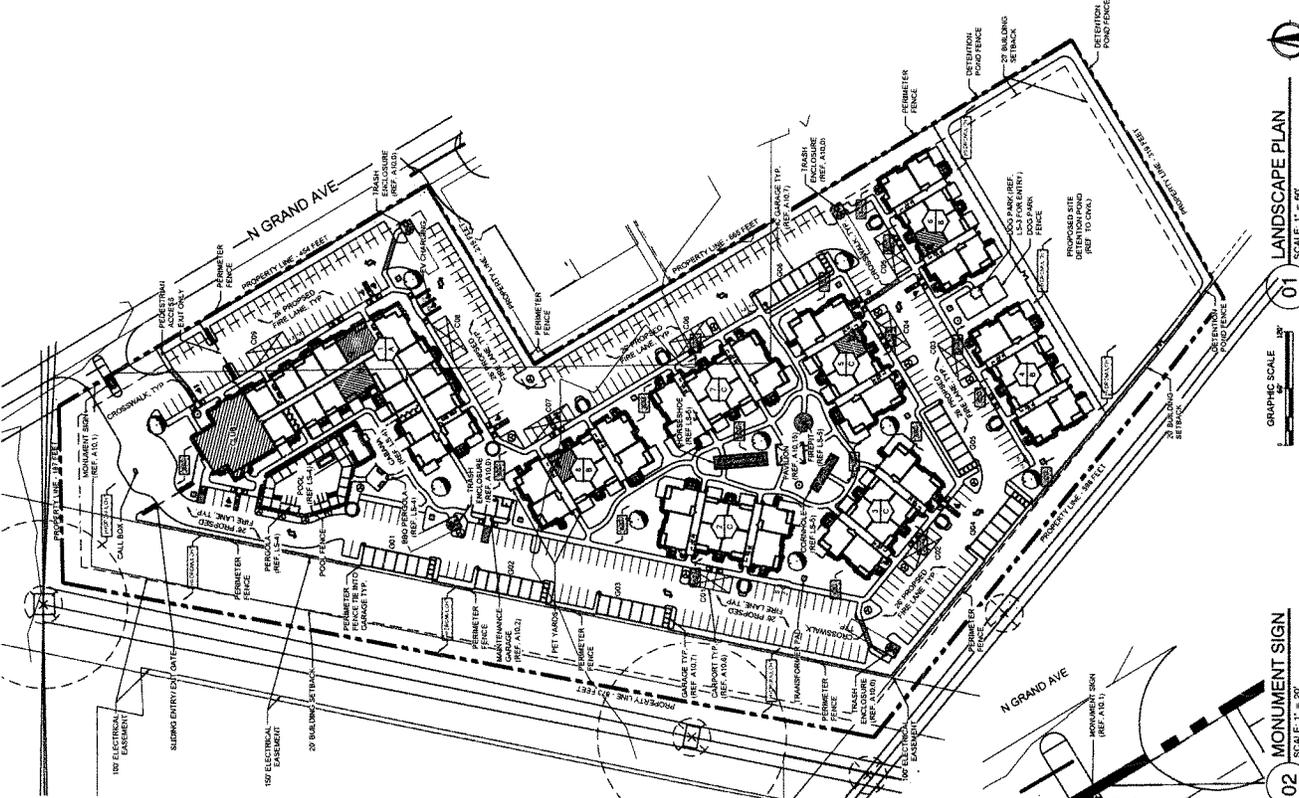
ARCHITECT:
CROSS ARCHITECTS, PLLC
879 JUNCTION DRIVE
ALLEN, TEXAS 75013
P: 972.398.6644
WWW.CROSSARCHITECTS.COM

NORTH PARK APARTMENT HOMES GAINESVILLE, TX

DATE: 05/10/2022
PROJECT NUMBER: 23065
REVISIONS:
DATE: 05/10/2024
NO: 1

DIVISIONS REVIEWED FOR:
REVIEW:
SHEET NUMBER: LS-1

LANDSCAPE PLAN
COPYRIGHT © 2024



LANDSCAPE LEGEND

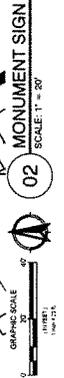
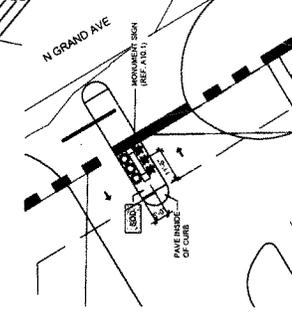
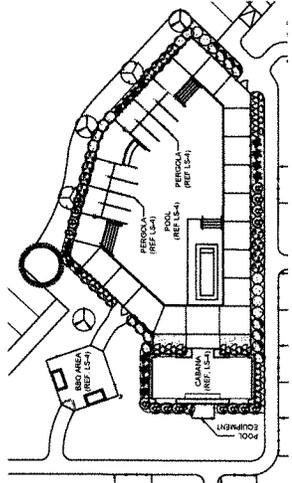
| CITY KEY | COMMON NAME | SCIENTIFIC NAME | KEY | COMMON NAME | SCIENTIFIC NAME |
|----------|----------------------|-----------------------|-----|--------------------------|---------------------------|
| 1 | LANTANA YELLOW | LANTANA MORTENSENSE | 11 | MATCHES GRASS (WATTLE) | LAURISTROBILIA X WALCOWIA |
| 2 | DRIFT FICUS | FICUS HYBRIDA 'DRIFT' | 3 | LITTLE OEN MACHROLIA | MAGNOLIA GRACILIS/DA |
| 140 | DWARF BUFFBIRD HOLEY | HELA CORONATA | 6 | JACOBINIA ELVA J' CHAMPE | OLIMBUS PANICOLA |
| 42 | VARIATED PRINCE | LEUCOPHYLLON | 9 | 844 CM 7' CHAMPE | OLIMBUS NUBIA |
| 34 | SUNSHINE LINDSTRUM | LINDSTRUM SPENSER | 10 | 844 CM 7' CHAMPE | OLIMBUS NUBIA |
| 41 | LOROPETALUM | LOROPETALUM CHINENSE | 11 | 844 CM 7' CHAMPE | OLIMBUS NUBIA |
| 175 | DWARF MARCHONIA | HELA CORONATA | 12 | 844 CM 7' CHAMPE | OLIMBUS NUBIA |
| 176 | ANTHURUS | ANTHURUS | 13 | 844 CM 7' CHAMPE | OLIMBUS NUBIA |
| 93 | SPRING JAPONICA | SPRING JAPONICA | 14 | 844 CM 7' CHAMPE | OLIMBUS NUBIA |
| 5 | VITEX AGRI-CASTRIS | VITEX AGRI-CASTRIS | 15 | 844 CM 7' CHAMPE | OLIMBUS NUBIA |
| 6 | VITEX 30' | VITEX 30' | 16 | 844 CM 7' CHAMPE | OLIMBUS NUBIA |
| 7 | VITEX 30' | VITEX 30' | 17 | 844 CM 7' CHAMPE | OLIMBUS NUBIA |
| 8 | VITEX 30' | VITEX 30' | 18 | 844 CM 7' CHAMPE | OLIMBUS NUBIA |
| 9 | VITEX 30' | VITEX 30' | 19 | 844 CM 7' CHAMPE | OLIMBUS NUBIA |
| 10 | VITEX 30' | VITEX 30' | 20 | 844 CM 7' CHAMPE | OLIMBUS NUBIA |
| 11 | VITEX 30' | VITEX 30' | 21 | 844 CM 7' CHAMPE | OLIMBUS NUBIA |
| 12 | VITEX 30' | VITEX 30' | 22 | 844 CM 7' CHAMPE | OLIMBUS NUBIA |
| 13 | VITEX 30' | VITEX 30' | 23 | 844 CM 7' CHAMPE | OLIMBUS NUBIA |
| 14 | VITEX 30' | VITEX 30' | 24 | 844 CM 7' CHAMPE | OLIMBUS NUBIA |
| 15 | VITEX 30' | VITEX 30' | 25 | 844 CM 7' CHAMPE | OLIMBUS NUBIA |
| 16 | VITEX 30' | VITEX 30' | 26 | 844 CM 7' CHAMPE | OLIMBUS NUBIA |
| 17 | VITEX 30' | VITEX 30' | 27 | 844 CM 7' CHAMPE | OLIMBUS NUBIA |
| 18 | VITEX 30' | VITEX 30' | 28 | 844 CM 7' CHAMPE | OLIMBUS NUBIA |
| 19 | VITEX 30' | VITEX 30' | 29 | 844 CM 7' CHAMPE | OLIMBUS NUBIA |
| 20 | VITEX 30' | VITEX 30' | 30 | 844 CM 7' CHAMPE | OLIMBUS NUBIA |
| 21 | VITEX 30' | VITEX 30' | 31 | 844 CM 7' CHAMPE | OLIMBUS NUBIA |
| 22 | VITEX 30' | VITEX 30' | 32 | 844 CM 7' CHAMPE | OLIMBUS NUBIA |
| 23 | VITEX 30' | VITEX 30' | 33 | 844 CM 7' CHAMPE | OLIMBUS NUBIA |
| 24 | VITEX 30' | VITEX 30' | 34 | 844 CM 7' CHAMPE | OLIMBUS NUBIA |
| 25 | VITEX 30' | VITEX 30' | 35 | 844 CM 7' CHAMPE | OLIMBUS NUBIA |
| 26 | VITEX 30' | VITEX 30' | 36 | 844 CM 7' CHAMPE | OLIMBUS NUBIA |
| 27 | VITEX 30' | VITEX 30' | 37 | 844 CM 7' CHAMPE | OLIMBUS NUBIA |
| 28 | VITEX 30' | VITEX 30' | 38 | 844 CM 7' CHAMPE | OLIMBUS NUBIA |
| 29 | VITEX 30' | VITEX 30' | 39 | 844 CM 7' CHAMPE | OLIMBUS NUBIA |
| 30 | VITEX 30' | VITEX 30' | 40 | 844 CM 7' CHAMPE | OLIMBUS NUBIA |
| 31 | VITEX 30' | VITEX 30' | 41 | 844 CM 7' CHAMPE | OLIMBUS NUBIA |
| 32 | VITEX 30' | VITEX 30' | 42 | 844 CM 7' CHAMPE | OLIMBUS NUBIA |
| 33 | VITEX 30' | VITEX 30' | 43 | 844 CM 7' CHAMPE | OLIMBUS NUBIA |
| 34 | VITEX 30' | VITEX 30' | 44 | 844 CM 7' CHAMPE | OLIMBUS NUBIA |
| 35 | VITEX 30' | VITEX 30' | 45 | 844 CM 7' CHAMPE | OLIMBUS NUBIA |
| 36 | VITEX 30' | VITEX 30' | 46 | 844 CM 7' CHAMPE | OLIMBUS NUBIA |
| 37 | VITEX 30' | VITEX 30' | 47 | 844 CM 7' CHAMPE | OLIMBUS NUBIA |
| 38 | VITEX 30' | VITEX 30' | 48 | 844 CM 7' CHAMPE | OLIMBUS NUBIA |
| 39 | VITEX 30' | VITEX 30' | 49 | 844 CM 7' CHAMPE | OLIMBUS NUBIA |
| 40 | VITEX 30' | VITEX 30' | 50 | 844 CM 7' CHAMPE | OLIMBUS NUBIA |
| 41 | VITEX 30' | VITEX 30' | 51 | 844 CM 7' CHAMPE | OLIMBUS NUBIA |
| 42 | VITEX 30' | VITEX 30' | 52 | 844 CM 7' CHAMPE | OLIMBUS NUBIA |
| 43 | VITEX 30' | VITEX 30' | 53 | 844 CM 7' CHAMPE | OLIMBUS NUBIA |
| 44 | VITEX 30' | VITEX 30' | 54 | 844 CM 7' CHAMPE | OLIMBUS NUBIA |
| 45 | VITEX 30' | VITEX 30' | 55 | 844 CM 7' CHAMPE | OLIMBUS NUBIA |
| 46 | VITEX 30' | VITEX 30' | 56 | 844 CM 7' CHAMPE | OLIMBUS NUBIA |
| 47 | VITEX 30' | VITEX 30' | 57 | 844 CM 7' CHAMPE | OLIMBUS NUBIA |
| 48 | VITEX 30' | VITEX 30' | 58 | 844 CM 7' CHAMPE | OLIMBUS NUBIA |
| 49 | VITEX 30' | VITEX 30' | 59 | 844 CM 7' CHAMPE | OLIMBUS NUBIA |
| 50 | VITEX 30' | VITEX 30' | 60 | 844 CM 7' CHAMPE | OLIMBUS NUBIA |

1. SEE THE LOCAL PERMITS AND ALL CITY, COUNTY, AND STATE REQUIREMENTS FOR LANDSCAPE PLANTING AND MAINTENANCE. THE CITY OF GAINESVILLE HAS A WEBSITE WITH THE CITY WEBSITE REQUIREMENTS SO AS TO NOT INTERFERE WITH THE CITY OF GAINESVILLE WEBSITE.
2. SEE THE LOCAL PERMITS AND ALL CITY, COUNTY, AND STATE REQUIREMENTS FOR LANDSCAPE PLANTING AND MAINTENANCE. THE CITY OF GAINESVILLE HAS A WEBSITE WITH THE CITY WEBSITE REQUIREMENTS SO AS TO NOT INTERFERE WITH THE CITY OF GAINESVILLE WEBSITE.
3. PLANT MATERIALS SHALL BE ARRANGED IN ACCORDANCE WITH THE CITY WEBSITE REQUIREMENTS SO AS TO NOT INTERFERE WITH THE CITY OF GAINESVILLE WEBSITE.
4. TO CONTROL THE SPREAD OF DISEASE OR INSECT INFESTATION IN SINGLE SPECIES OF LANDSCAPE PLANTS, EXCEPT GRASS, SMALL CONSTITUTE PLANTS SHALL BE PLANTED IN A MANNER THAT WILL PREVENT THE SPREAD OF DISEASE OR INSECT INFESTATION TO OTHER PLANTS.
5. STABILIZATION AND LANDSCAPE PLANTING AREAS SHALL BE STABILIZED AND MAINTAINED WITH SEED SOIL MIXTURES, MULCHES, OR OTHER APPROPRIATE MEASURES TO PREVENT EROSION AND TO MAINTAIN THE INTEGRITY OF THE PLANTING AREA.
6. TREES ADJACENT TO PAVED AREAS SHALL NOT BE PLACED CLOSER THAN THE DRIVE LINE OF THE TREE AT THE TIME OF INSTALLATION.
7. TREES ADJACENT TO PAVED AREAS SHALL NOT BE PLACED CLOSER THAN THE DRIVE LINE OF THE TREE AT THE TIME OF INSTALLATION.
8. TREES ADJACENT TO PAVED AREAS SHALL NOT BE PLACED CLOSER THAN THE DRIVE LINE OF THE TREE AT THE TIME OF INSTALLATION.
9. TREES ADJACENT TO PAVED AREAS SHALL NOT BE PLACED CLOSER THAN THE DRIVE LINE OF THE TREE AT THE TIME OF INSTALLATION.
10. TREES ADJACENT TO PAVED AREAS SHALL NOT BE PLACED CLOSER THAN THE DRIVE LINE OF THE TREE AT THE TIME OF INSTALLATION.
11. TREES ADJACENT TO PAVED AREAS SHALL NOT BE PLACED CLOSER THAN THE DRIVE LINE OF THE TREE AT THE TIME OF INSTALLATION.
12. TREES ADJACENT TO PAVED AREAS SHALL NOT BE PLACED CLOSER THAN THE DRIVE LINE OF THE TREE AT THE TIME OF INSTALLATION.
13. TREES ADJACENT TO PAVED AREAS SHALL NOT BE PLACED CLOSER THAN THE DRIVE LINE OF THE TREE AT THE TIME OF INSTALLATION.
14. TREES ADJACENT TO PAVED AREAS SHALL NOT BE PLACED CLOSER THAN THE DRIVE LINE OF THE TREE AT THE TIME OF INSTALLATION.
15. TREES ADJACENT TO PAVED AREAS SHALL NOT BE PLACED CLOSER THAN THE DRIVE LINE OF THE TREE AT THE TIME OF INSTALLATION.
16. TREES ADJACENT TO PAVED AREAS SHALL NOT BE PLACED CLOSER THAN THE DRIVE LINE OF THE TREE AT THE TIME OF INSTALLATION.
17. TREES ADJACENT TO PAVED AREAS SHALL NOT BE PLACED CLOSER THAN THE DRIVE LINE OF THE TREE AT THE TIME OF INSTALLATION.
18. TREES ADJACENT TO PAVED AREAS SHALL NOT BE PLACED CLOSER THAN THE DRIVE LINE OF THE TREE AT THE TIME OF INSTALLATION.
19. TREES ADJACENT TO PAVED AREAS SHALL NOT BE PLACED CLOSER THAN THE DRIVE LINE OF THE TREE AT THE TIME OF INSTALLATION.
20. TREES ADJACENT TO PAVED AREAS SHALL NOT BE PLACED CLOSER THAN THE DRIVE LINE OF THE TREE AT THE TIME OF INSTALLATION.
21. TREES ADJACENT TO PAVED AREAS SHALL NOT BE PLACED CLOSER THAN THE DRIVE LINE OF THE TREE AT THE TIME OF INSTALLATION.
22. TREES ADJACENT TO PAVED AREAS SHALL NOT BE PLACED CLOSER THAN THE DRIVE LINE OF THE TREE AT THE TIME OF INSTALLATION.
23. TREES ADJACENT TO PAVED AREAS SHALL NOT BE PLACED CLOSER THAN THE DRIVE LINE OF THE TREE AT THE TIME OF INSTALLATION.
24. TREES ADJACENT TO PAVED AREAS SHALL NOT BE PLACED CLOSER THAN THE DRIVE LINE OF THE TREE AT THE TIME OF INSTALLATION.
25. TREES ADJACENT TO PAVED AREAS SHALL NOT BE PLACED CLOSER THAN THE DRIVE LINE OF THE TREE AT THE TIME OF INSTALLATION.
26. TREES ADJACENT TO PAVED AREAS SHALL NOT BE PLACED CLOSER THAN THE DRIVE LINE OF THE TREE AT THE TIME OF INSTALLATION.
27. TREES ADJACENT TO PAVED AREAS SHALL NOT BE PLACED CLOSER THAN THE DRIVE LINE OF THE TREE AT THE TIME OF INSTALLATION.
28. TREES ADJACENT TO PAVED AREAS SHALL NOT BE PLACED CLOSER THAN THE DRIVE LINE OF THE TREE AT THE TIME OF INSTALLATION.
29. TREES ADJACENT TO PAVED AREAS SHALL NOT BE PLACED CLOSER THAN THE DRIVE LINE OF THE TREE AT THE TIME OF INSTALLATION.
30. TREES ADJACENT TO PAVED AREAS SHALL NOT BE PLACED CLOSER THAN THE DRIVE LINE OF THE TREE AT THE TIME OF INSTALLATION.
31. TREES ADJACENT TO PAVED AREAS SHALL NOT BE PLACED CLOSER THAN THE DRIVE LINE OF THE TREE AT THE TIME OF INSTALLATION.
32. TREES ADJACENT TO PAVED AREAS SHALL NOT BE PLACED CLOSER THAN THE DRIVE LINE OF THE TREE AT THE TIME OF INSTALLATION.
33. TREES ADJACENT TO PAVED AREAS SHALL NOT BE PLACED CLOSER THAN THE DRIVE LINE OF THE TREE AT THE TIME OF INSTALLATION.
34. TREES ADJACENT TO PAVED AREAS SHALL NOT BE PLACED CLOSER THAN THE DRIVE LINE OF THE TREE AT THE TIME OF INSTALLATION.
35. TREES ADJACENT TO PAVED AREAS SHALL NOT BE PLACED CLOSER THAN THE DRIVE LINE OF THE TREE AT THE TIME OF INSTALLATION.
36. TREES ADJACENT TO PAVED AREAS SHALL NOT BE PLACED CLOSER THAN THE DRIVE LINE OF THE TREE AT THE TIME OF INSTALLATION.
37. TREES ADJACENT TO PAVED AREAS SHALL NOT BE PLACED CLOSER THAN THE DRIVE LINE OF THE TREE AT THE TIME OF INSTALLATION.
38. TREES ADJACENT TO PAVED AREAS SHALL NOT BE PLACED CLOSER THAN THE DRIVE LINE OF THE TREE AT THE TIME OF INSTALLATION.
39. TREES ADJACENT TO PAVED AREAS SHALL NOT BE PLACED CLOSER THAN THE DRIVE LINE OF THE TREE AT THE TIME OF INSTALLATION.
40. TREES ADJACENT TO PAVED AREAS SHALL NOT BE PLACED CLOSER THAN THE DRIVE LINE OF THE TREE AT THE TIME OF INSTALLATION.
41. TREES ADJACENT TO PAVED AREAS SHALL NOT BE PLACED CLOSER THAN THE DRIVE LINE OF THE TREE AT THE TIME OF INSTALLATION.
42. TREES ADJACENT TO PAVED AREAS SHALL NOT BE PLACED CLOSER THAN THE DRIVE LINE OF THE TREE AT THE TIME OF INSTALLATION.
43. TREES ADJACENT TO PAVED AREAS SHALL NOT BE PLACED CLOSER THAN THE DRIVE LINE OF THE TREE AT THE TIME OF INSTALLATION.
44. TREES ADJACENT TO PAVED AREAS SHALL NOT BE PLACED CLOSER THAN THE DRIVE LINE OF THE TREE AT THE TIME OF INSTALLATION.
45. TREES ADJACENT TO PAVED AREAS SHALL NOT BE PLACED CLOSER THAN THE DRIVE LINE OF THE TREE AT THE TIME OF INSTALLATION.
46. TREES ADJACENT TO PAVED AREAS SHALL NOT BE PLACED CLOSER THAN THE DRIVE LINE OF THE TREE AT THE TIME OF INSTALLATION.
47. TREES ADJACENT TO PAVED AREAS SHALL NOT BE PLACED CLOSER THAN THE DRIVE LINE OF THE TREE AT THE TIME OF INSTALLATION.
48. TREES ADJACENT TO PAVED AREAS SHALL NOT BE PLACED CLOSER THAN THE DRIVE LINE OF THE TREE AT THE TIME OF INSTALLATION.
49. TREES ADJACENT TO PAVED AREAS SHALL NOT BE PLACED CLOSER THAN THE DRIVE LINE OF THE TREE AT THE TIME OF INSTALLATION.
50. TREES ADJACENT TO PAVED AREAS SHALL NOT BE PLACED CLOSER THAN THE DRIVE LINE OF THE TREE AT THE TIME OF INSTALLATION.
51. TREES ADJACENT TO PAVED AREAS SHALL NOT BE PLACED CLOSER THAN THE DRIVE LINE OF THE TREE AT THE TIME OF INSTALLATION.
52. TREES ADJACENT TO PAVED AREAS SHALL NOT BE PLACED CLOSER THAN THE DRIVE LINE OF THE TREE AT THE TIME OF INSTALLATION.
53. TREES ADJACENT TO PAVED AREAS SHALL NOT BE PLACED CLOSER THAN THE DRIVE LINE OF THE TREE AT THE TIME OF INSTALLATION.
54. TREES ADJACENT TO PAVED AREAS SHALL NOT BE PLACED CLOSER THAN THE DRIVE LINE OF THE TREE AT THE TIME OF INSTALLATION.
55. TREES ADJACENT TO PAVED AREAS SHALL NOT BE PLACED CLOSER THAN THE DRIVE LINE OF THE TREE AT THE TIME OF INSTALLATION.
56. TREES ADJACENT TO PAVED AREAS SHALL NOT BE PLACED CLOSER THAN THE DRIVE LINE OF THE TREE AT THE TIME OF INSTALLATION.
57. TREES ADJACENT TO PAVED AREAS SHALL NOT BE PLACED CLOSER THAN THE DRIVE LINE OF THE TREE AT THE TIME OF INSTALLATION.
58. TREES ADJACENT TO PAVED AREAS SHALL NOT BE PLACED CLOSER THAN THE DRIVE LINE OF THE TREE AT THE TIME OF INSTALLATION.
59. TREES ADJACENT TO PAVED AREAS SHALL NOT BE PLACED CLOSER THAN THE DRIVE LINE OF THE TREE AT THE TIME OF INSTALLATION.
60. TREES ADJACENT TO PAVED AREAS SHALL NOT BE PLACED CLOSER THAN THE DRIVE LINE OF THE TREE AT THE TIME OF INSTALLATION.

FENCE LEGEND

| KEY | TYPE | HEIGHT | REMARKS |
|-----|---------------|---------|---|
| 1 | METAL | 6' HIGH | WIND-LIGHT FENCE |
| 2 | METAL | 4' HIGH | DEFLECTION POOL, POOL, LOGS PARK |
| 3 | METAL | 6' HIGH | METAL FENCE |
| 4 | MONUMENT SIGN | N/A | MONUMENT SIGN AT PROPERTY ENTRANCE (REF. A10.1) |

THE OWNER OR ARCHITECT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPLACEMENT OF ALL LANDSCAPE PLANTS AND PRESERVATION TREES. TREES SHALL BE MAINTAINED IN GOOD CONDITION SO AS TO PRESENT AN HEALTHY, FIRST AND SECOND APPEARANCE, AND SHALL BE MAINTAINED IN ACCORDANCE WITH THE CITY OF GAINESVILLE WEBSITE REQUIREMENTS. THE APPROVED LANDSCAPE PLAN WITHIN 60 DAYS OF ADOPTION AFTER THE DATE OF NOTIFICATION BY THE CITY. IRRIGATION DRAWINGS WILL BE PROVIDED TO THE CITY IN A DERIVED SUBMITTAL BY A LICENSED IRRIGATION CONSULTANT.



Chapter 380 Economic Development Incentive Application

APPLICATION FOR CHAPTER 380 ECONOMIC DEVELOPMENT INCENTIVE
IN GAINESVILLE, TEXAS

FILING INSTRUCTIONS:

This application should be filed prior to the anticipated commencement of construction of improvements or the installation of equipment. This application will become a part of any later agreement or contract, and knowingly false representations thereon will be grounds for the voiding of any later agreement or contract.

IF THE CITY DECIDES TO PROVIDE A CHAPTER 380 ECONOMIC DEVELOPMENT INCENTIVE BASED ON THIS APPLICATION, THE DATA PROVIDED FOR PROPERTY VALUE AND JOBS WILL BE USED AS REQUIREMENTS IN THE INCENTIVE AGREEMENT.

ORIGINAL COPY OF THIS APPLICATION AND ATTACHMENTS SHOULD BE SUBMITTED TO:

Barry L. Sullivan, City Manager
City of Gainesville
200 South Rusk Street
Gainesville, Texas 76240

or

bsullivan@cogtx.org

SECTION I - APPLICANT INFORMATION

Date of Application: April 11, 2024

Applicant Name: GVD NorthPark, LLC/Gene Dixon, Jr.

Title: Owning Entity/Mananing Member

Company Name: GVD NorthPark, LLC

Address: 8226 Douglas Avenue Suite 627

Dallas, TX 75225

Phone: 469-935-9890

Type of Applicant: Corporation () Partnership () Proprietorship ()

If different from applicant:

Property Owner's Name: _GVD NorthPark, LLC

Property Owner's Address: Same as above

Property Owner's Phone: Same as above

Chapter 380 Economic Development Incentive Application

Total Current Number
of Employees: In Gainesville: 0 At other Locations: 0

Annual Sales Per Year: \$ 0

Estimated Annual Taxable Sales (payable to Gainesville): \$ 0

Investment: Land:\$1,050,000.00 Facility:\$17,000,000.00 Business Personal
Property:\$ _____

Taxable Value of

Investment: Land:\$1,050,000.00 Facility:\$17,000,000.00 Business Personal
Property:\$ _____

SECTION II – FACILITY/DEVELOPMENT INFORMATION

- (a) Type of facility or development for which incentive is requested:
- (b) Address of proposed facility/development and/or legal description: (TBD) Grand Avenue
- (c) Describe product or service to be provided: 222 unit Market rate Apartment Community

SECTION III - FACILITY DESCRIPTION

Please attach the following:

- (a) A general description of the improvements to be undertaken. **222 unit Market rate Apartment Community**
- (b) A descriptive list of the improvements for which incentive is requested. **222 unit Market rate Apartment Community**
- (c) A list of the type, number and location of all proposed improvements of the Real Property Facility or Existing Facility. **222 unit Market rate Apartment Community**
- (d) A site map indicating the approximate location of improvements on the Real Property Facility or Existing Facility together with the location of any or all Existing Facilities located on the Real Property or Facility. **Attached**
- (e) A list of any and all Tangible Personal Property presently existing on the Real Property or located in an Existing Facility. **None**
- (f) A proposed time schedule for undertaking and completing any proposed improvements. **Begin Construction November 1, 2024 with two year construction time frame**
- (g) A general description stating whether the proposed improvements are in connection with: **New Construction of a 222 unit Market rate Apartment Community**
 - (1) the modernization of a facility (of any type herein defined); or,
 - (2) **construction of a new facility (of any type herein defined);** or,
 - (3) expansion of a facility (of any type herein defined); or,
 - (4) any combination of the above.

Chapter 380 Economic Development Incentive Application

- (h) A statement of the additional value to the Real Property or Facility as a result of the proposed improvements. **\$17,000,000.00**
- (i) Information concerning the number of new jobs that will be created or information concerning the number of existing jobs to be retained.
- (j) Information concerning the amount of sales tax that will be created.

SECTION IV - ECONOMIC IMPACT INFORMATION

Part A - Current Investment in Existing Improvements:\$ _____

Part B - Permanent Employment Estimates:

- (1) Estimated Number of Jobs: 4
Estimated Annual Payroll: \$235,000.00
Retained: _____
At start-up: 4
Created: 4
In One (1) Year: 4
In Five (5) Years: 4

(2) Opening of improvements:

Date: **begin approximately January 2026 and complete construction approximately October 2026**

Part C - Construction and Employment Estimates:

- (1) Construction start:
Date: November 2024 _____
- (2) Number of construction jobs:
At Start: 10
Peak: 150
Finish: 0

Part D - School District Impact Estimates:

Give estimated number of: Children added to each ISD

Part E - City Impact Estimates:

- (1) Volume of treated water required from City (gallons per day): _____
- (2) Volume of effluent to be treated by City (gallons per day): _____

Part F - Estimated Appraised Value on Site:

LAND PERSONAL IMPROVEMENTS PROPERTY

- (1) Taxable Value of Land and Facility January 1 Preceding Proposed Incentive:
\$ 18,000,000.00
- (2) Estimated Taxable Value of Eligible Improvements after Incentive Agreement
Expires: \$ 18,000,000.00

SECTION V – INCENTIVE REQUEST

Provide a detailed incentive request. Sales tax abatement/refund of 40% of all sales tax paid during construction. Estimating \$3-4 million of material purchased by developer/owner during construction. Also request \$150,000.00 rebate for city sewer line installation to the property from City of Gainesville.

SECTION VI - DECLARATIONS

To the best of my knowledge, the above information is an accurate description of project details.

Chapter 380 Economic Development Incentive Application

Applicant Company Official Signature:  _____

Printed Name and Title of Company Official: Gene Dixon, Jr. _____

If different from the applicant:
Property Owner Official Signature: _____

Printed Name and Title of Property Owner Official: Gene Dixon, Jr./managing member