

RESOLUTION NO. 10-01-2024C

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GAINSEVILLE, TEXAS, AUTHORIZING THE MAYOR TO SIGN A CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT AND PERFORMANCE AGREEMENT BETWEEN THE CITY OF GAINSEVILLE, TEXAS, GAINSEVILLE ECONOMIC DEVELOPMENT CORPORATION, AND CCR SE GRAND 82, LLC.; AND APPROVING THE ACTIONS OF THE GAINSEVILLE ECONOMIC DEVELOPMENT CORPORATION.

WHEREAS, the City of Gainesville, Texas, recognizes the importance of fostering economic development within the community; and

WHEREAS, the Gainesville Economic Development Corporation has proposed entering into a Chapter 380 Economic Development Agreement and Performance Agreement with CCR SE Grand 82, LLC, to promote economic growth and job creation within the city; and

WHEREAS, the Gainesville Economic Development Corporation has voted to approve said agreements; and

WHEREAS, it is in the best interest of the City of Gainesville to support the actions of the Gainesville Economic Development Corporation and authorize the Mayor to sign the necessary agreements;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GAINSEVILLE, TEXAS, MEETING IN REGULAR SESSION ON OCTOBER 1, 2024 THAT:

Authorization: The Mayor of the City of Gainesville is hereby authorized to sign the Chapter 380 Economic Development Agreement and Performance Agreement by and between the City of Gainesville, Texas, the Gainesville Economic Development Corporation, and CCR SE Grand 82, LLC.

Approval of Actions: The actions of the Gainesville Economic Development Corporation in approving the Chapter 380 Economic Development Agreement and Performance Agreement, as well as the real estate sales contract for Lot 5, Block 2 of the Hillcrest Addition are hereby ratified and approved.

Effective Date: This Resolution shall take effect immediately upon its passage.

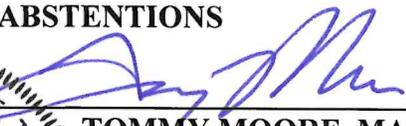
PASSED AND APPROVED THIS 1ST DAY OF OCTOBER, 2024 BY THE FOLLOWING VOTES:

 7 AYES, 0 NAYS, 0 ABSENT, 0 ABSTENTIONS

ATTEST:


DIANA ALCALA, CITY SECRETARY




TOMMY MOORE, MAYOR

RESOLUTION NO. GEDC 09-23-2024-B

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GAINESVILLE ECONOMIC DEVELOPMENT CORPORATION, A TYPE B ECONOMIC DEVELOPMENT CORPORATION AND A TEXAS NON-PROFIT CORPORATION, AUTHORIZING THE EXECUTION OF A CHAPTER 380 ECONOMIC DEVELOPMENT AND PERFORMANCE AGREEMENT BY AND BETWEEN THE CITY OF GAINESVILLE, GAINESVILLE ECONOMIC DEVELOPMENT CORPORATION, AND CCR SE GRAND 82, LLC.; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the Board of Directors of the Gainesville Economic Development Corporation, a Type B economic development corporation, and a Texas non-profit corporation (hereinafter referred to as the "GEDC") authorizes the execution of a Chapter 380 Economic Development and Performance Agreement, attached hereto as *Exhibit A* of this Resolution, and is incorporated herein for all purposes, to provide financial assistance to CCR SE Grand 82, LLC. (hereinafter referred to as the "Project"); and

WHEREAS, the Board of Directors of the GEDC held a public hearing on Monday, September 23, 2023 at 12:00 P.M. at Gainesville Civic Center located at 311 South Weaver, Gainesville, Texas, to consider and take action upon the following Project: provide financial assistance to CCR SE Grand 82, LLC. in an amount not to exceed \$750,000.00; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GAINESVILLE ECONOMIC DEVELOPMENT CORPORATION, THAT:

Section 1. FINDINGS INCORPORATED

That the foregoing recitals are hereby found to be true and correct findings of the GEDC and are fully incorporated into the body of this Resolution.

Section 2. AUTHORIZING THE SALE AND CONVEYANCE OF REAL PROPERTY

That the Board of Directors of the GEDC does hereby authorize the execution of a Chapter 380 Economic Development and Performance Agreement, a copy of which is attached hereto as *Exhibit A* of this Resolution, and is incorporated herein for all purposes, to provide financial assistance to CCR SE Grand 82, LLC., and authorize the GEDC executive director, and GEDC President to execute said Chapter 380 Economic Development and Performance Agreement and any and all documents necessary for the Project.

Section 3. SEVERABILITY CLAUSE

It is hereby declared to be the intention of the GEDC that the phrases, clauses, sentences, paragraphs and sections of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or

decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution, since the same would have been enacted by the GEDC without the incorporation of this Resolution of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 4. EFFECTIVE DATE

This Resolution shall become effective immediately upon its passage.

DULY RESOLVED BY THE BOARD OF DIRECTORS OF THE GAINESVILLE ECONOMIC DEVELOPMENT CORPORATION, ON THIS 23rd DAY OF SEPTEMBER 2024, BY THE FOLLOWING VOTES:

5 AYES, 0 NAYS, 1 ABSENT, 1 ABSTENTIONS



RYAN MORRIS, PRESIDENT

ATTEST:



WILLIAM MYERS, EXECUTIVE DIRECTOR

Exhibit A

[Chapter 380 Economic Development and Performance Agreement between the City of Gainesville,
Gainesville Economic Development Corporation, and CCR SE Grand 82, LLC.]

**CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT AND
PERFORMANCE AGREEMENT BY AND BETWEEN
THE CITY OF GAINESVILLE, TEXAS,
GAINESVILLE ECONOMIC DEVELOPMENT CORPORATION, AND
CCR SE GRAND 82, LLC**

This **CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT AND PERFORMANCE AGREEMENT** (“Agreement”) is made between the City of Gainesville (“City”), Gainesville Economic Development Corporation (“GEDC”) and CCR SE Grand 82, LLC., a Texas limited liability company (the “Company”) (Company, GEDC and City are collectively referred to as the “Parties” and singularly as a “Party”), acting by and through their respective authorized officers.

RECITALS

WHEREAS, the City Council of the City of Gainesville, Texas (the "City Council") has investigated and determined that it is in the best interest of the City and its citizens to encourage economic development 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, Texas Local Government Code Section 380.001 and Article III, Section 52-a, of the Texas Constitution authorizes the City to establish an economic development program (“Program”) and the City hereby establishes such a Program whereby the City agrees to grant public monies to Company in the form of an incentive to advance the public purposes of stimulating business and commercial activity in the City, developing and diversifying the City’s economy, reducing City and State unemployment or underemployment by creating employment opportunities, adding taxable improvements to real property in the City, and expanding commerce to and through the City; and

WHEREAS, the GEDC is a Type B economic development corporation, created pursuant to Chapter 505 of the Texas Local Government Code, as amended; and

WHEREAS, Section 501.103 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements . . .”; and

WHEREAS, the Company owns or intends to acquire several tracts of land within the City of Gainesville described on **Exhibit A**, attached hereto (the “Company Property”); and

WHEREAS, the GEDC owns or has an option to purchase several tracts of land within the City of Gainesville described on **Exhibit B**, attached hereto (the “GEDC Property”); and

WHEREAS, the GEDC (i) intends to deed a portion of the GEDC Property to the Company in exchange for \$260,000.00 in accordance with a Real Estate Purchase Agreement which shall be in substantial conformance with the sample agreement in **Exhibit C** attached hereto and made a part hereof, and (ii) has assigned its purchase rights with regard to a portion of the Real Estate Purchase Agreement to the Company pursuant to two Assignments of Real Estate Purchase Contract; and

WHEREAS, the City owns property in and around the rights-of-way of N. Clements St. and NE Grand Ave., located within the Project Site (“City Property”) as depicted on **Exhibit D** attached hereto and made a part hereof; and

WHEREAS, the Company intends to develop the Company Property, the GEDC Property and the City Property (collectively, the “Project Site”), and intends, within five (5) years after the later of (i) the October 31, 2024 expiration of the existing leases for current occupants on GEDC Property (defined below), (ii) the quitclaim and conveyance of the City Property to the Company, and (iii) the conveyance or assignment of the GEDC Property to the Company (the “Project Term”), to construct or cause to be constructed thereon a multi-tenant commercial development, with the currently anticipated layout for same being depicted on **Exhibit E** attached hereto and made a part hereof (the “Project”); and

WHEREAS, the City Council has investigated and determined that the Company’s Project qualifies for a Grant under the Chapter 380 Program established by the City in this Agreement, and meets the definition of “project” as that term is defined in Chapters 501 and 505 of the Texas Local Government Code; and

WHEREAS, within one year of the completion of the multi-tenant development on the Project Site, the Project is expected to provide approximately twenty-five (25) full-time equivalent jobs and add an approximate \$6,000,000.00 in increased taxable value to the City; and

WHEREAS, the City has determined that making an economic development grant to the Company to incentivize the completion of the Project during the term of this Agreement in accordance with this Agreement will benefit the City and the City’s inhabitants and advance a public purpose for the City by promoting local economic development and stimulating business and commercial activity in the City; and

WHEREAS, the GEDC’s Board of Directors have determined the financial assistance to be provided to Company is consistent and meets the definition of “project” as that term is defined in Chapters 501 and 505 of the Texas Local Government Code and in particular Sections 501.103 and 505.152 of the Texas Local Government Code; and the definition of “cost” as that term is defined by Section 501.152 of the Texas Local Government Code; and

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

Article I DEFINITIONS

1.1 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 Economic Development Agreement and Performance Agreement, together with all exhibits, schedules, and attachments that are attached to this Agreement.

“City” shall mean City of Gainesville, Texas.

“City Property” shall have the same meaning set forth in the recitals above.

“Company” shall mean CCR SE Grand, LLC, a Texas limited liability company.

“Company Property” shall have the same meaning set forth in the recitals above.

“Effective Date” shall mean the date this Agreement is last signed by all parties.

“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, natural phenomena such as storms, floods, lightning and earthquakes, and inclement construction weather; transportation disasters, whereby ocean, rail, land or air; epidemics or pandemics; changes in market or financing conditions that would make it infeasible or imprudent to proceed with a particular stage of project at a particular time, or any other cause of any kind whatsoever which is beyond the reasonable control of a Party.

“GEDC” shall mean the Gainesville Economic Development Corporation.

“GEDC Property” shall have the same meaning set forth in the recitals above.

“Program” shall mean the City economic development program established by this Agreement 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.

“Program Grant” shall mean any in-kind, cash, or economic benefit provided to Company by the City and GEDC in furtherance of this Program and as outlined in Article III of this Agreement.

“Project” shall have the same meaning set forth in the recitals above.

“Project Site” shall have the same meaning set forth in the recitals above.

“Project Term” shall have the same meaning set forth in the recitals above.

Article II
TERM

2.1 Term. The term of this Agreement shall begin on the Effective Date and shall expire on the expiration of the Project Term unless otherwise terminated under the provisions of this Agreement.

2.2 Extension. 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

3.1 Impact Fee Credits. Prior to assessing water, sanitary sewer, and roadway impact fees on the Project, City shall provide a water, wastewater, and roadway impact fee credit to Company in an amount equal to all service units attributable to existing uses in structures removed from the Project Site as of the Effective Date.

3.2 City Property. The City owns certain portions of right-of-way along N. Clements Street and NE Grand Ave. as well as tract F.1 located within the Project Site as shown in **Exhibit D** and, as the City's Program Grant, shall convey the same to the Company via Deed Without Warranty, that: (i) is effective upon Company's taking title to the abutting parcels; and (ii) credits the value of the City Property to cover the full appraised value of the public interest in the City Property.

3.3 GEDC Grant. The GEDC shall provide a Program Grant in the form of reimbursement to Company for Company's out of pocket expenses in developing the Project Site, not to exceed \$750,000.00 in the aggregate. The Company shall submit draw requests to the GEDC with reasonable supporting evidence, and the GEDC agrees to reimburse such costs within twenty (20) days following such request based on the following schedule:

3.3.1 Reimbursement Schedule. The GEDC shall reimburse \$250,000.00 to Company upon completion of the demolition of existing structures on the Project Site; an additional \$250,000.00 to Company upon final inspection and approval of infrastructure including resurfacing of roadways, construction of acceleration/deceleration lanes, and waterline modifications; and a final reimbursement payment of \$250,000.00 upon the issuance of a certificate of occupancy by the City for the first completed facility on the Project Site. In no event shall the aggregate total of incentives provided pursuant to this section 3.3 exceed \$750,000.00.

3.4 Purchase of GEDC Property. On or before November 5, 2024, the Company will purchase from the GEDC those portions of the GEDC Property that are owned by the GEDC, and shall purchase those portions of the GEDC Property that the GEDC has already assigned to Company.

3.5 Other Fees Not Waived. Notwithstanding anything in this Agreement to the contrary the Company shall pay any other standard construction permit fees imposed by the City for development of the Project Site.

ARTICLE IV PERFORMANCE OBLIGATIONS OF COMPANY

The City and Company each agree that as a condition of this Agreement and the receipt of any Program Grant, Company must comply with the following performance requirements, conditions, and restrictions on the Property which represent material obligations of this Agreement:

4.1 Transfer of Leases. Should the purchase of the GEDC Property occur prior to the expiration of existing leases currently in place for the GEDC Property, which allow the current owners to continue to occupy the GEDC Property until October 31, 2024, the Company shall accept the assignment of, and said occupation shall be subject to terms which shall be outlined in the purchase sale agreement between the parties which shall be in substantial conformance with the sample real estate purchase agreement in Exhibit C.

4.2 Development of Property. After the later of (i) expiration of current leases on GEDC Property, (ii) conveyance of the City Property to the Company, and (iii) closing of the transfer of the GEDC Property to Company, Company shall demolish, or caused to be demolished, the existing improvements located on the Project Site (the "Demolition Obligation"). Company also intends to construct a multi-tenant retail development on the Project Site generally in accordance with all development conditions, regulations, and design criteria substantially similar to those included in the Project Site Plan, as provided in Exhibit E, attached hereto and made a part hereof (the "Development"). Notwithstanding anything to the contrary, in no event shall a failure to complete the Development or Project on the Project Site within the Project Term be a default, breach or failure of condition under this Agreement. However, the Company is required to complete its Demolition Obligation, construct the turning lane on the east bound HWY 82 ramp, install water and sewer utilities needed for the development, and plat the property to include utility easements needed to serve the development within five (5) years. The Company may revise the plans for the Development as may be necessary or desirable to best meet market needs, but in the event of such Development, same shall be required to follow Development Standards (the "Development Standards") as shown in Exhibit F or as may otherwise be agreed upon by Developer and the City.

4.2.1 Except as otherwise provided herein or in the zoning adopted for the Project Site, development of the Project Site shall be subject to all applicable Building Code, Fire Codes, and any other applicable City Codes, ordinances, and regulations.

4.3 Construction Notices to City. Promptly following the City's request, the Company shall provide the City with updates on the status of commencement and construction on a quarterly basis.

4.4 Utility Relocation. As part of the development of the Project Site, the Company shall, at its sole expense, secure necessary easements and complete the relocation of existing utility lines.

4.5 Easements. Company shall grant to City, at no cost to the City, reasonable utility and access easements as required by the City at the Project Site.

4.6 Force Majeure. In the event of Force Majeure, Company shall have such additional time to cause completion of the Project Site, as the case may be, so long as Company is diligently and faithfully pursuing the same.

**ARTICLE V
DEFAULT AND TERMINATION**

5.1 Material Breach. A Party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such Party fails to materially perform, observe, or comply with any of its covenants, agreements, or obligations hereunder or breaches or violates any of its representations contained in this Agreement after being notified in writing of the material breach or misrepresentation and fails to cure such material breach within ten (10) calendar days. If Company is in default under this Agreement with regard to the Demolition Obligation, Company shall (1) pay in one lump sum to GEDC the total amount of the GEDC Grant that GEDC has paid to the Company and (2) at Company's election, either (A) pay in one lump sum to City the fair market value of the City Property, which fair market value is determined to be \$5.00 per square foot or (B) convey the City Property back to the City.

5.2 Termination. This Agreement may be terminated upon any one of the following:

- (a) by mutual written agreement of the parties;
- (b) by City, GEDC, or Company, respectively, if the other party defaults or breaches any of the terms or conditions of this Agreement in any material respect 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 suffers an Event of Bankruptcy or Insolvency;
- (d) by City, GEDC, or Company, respectively, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders the performance of this Agreement invalid, illegal or unenforceable;
- (e) expiration of the term, or any subsequent renewal 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
Miscellaneous**

6.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties.

6.2 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 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.

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

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

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

City: City of Gainesville
Attn: City Manager
200 South Rusk
Gainesville, Texas 76240

With a Copy to: Messer Fort & McDonald, PLLC
Attn: Susan Thomas
6371 Preston Rd., Ste. 200
Frisco, Texas 75034

Company: CCR SE Grand 82, LLC
c/o Steve Schmitz
PO Box 170
Gainesville, TX 76241

With a copy to: B-29 Family Holdings
14131 Midway Road
Addison, Texas 75001
Attn: Marc Rose

GEDC: Gainesville EDC
c/o William Myers
311 S. Weaver
Gainesville, Texas 76240

With a copy to: Brown & Hofmeister, LLP
Attn: Jeff Moore
740 East Campbell Road, Suite 800
Richardson, Texas 75081

6.6 Entire Agreement. This Agreement is the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral, oral or written

agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.

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

6.8 Amendment. This Agreement may only be amended by a written agreement executed by the Parties.

6.9 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 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.

6.10 Recitals Adopted. The recitals in this Agreement are true and correct, represent representations and warranties of the Parties, and are incorporated as part of this Agreement for all purposes.

6.11 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.

6.12 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.

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

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

6.15 Governmental Immunity. The City may avail itself of any applicable governmental immunity available under state law.

6.16 Remedies. If a Party is in default, the aggrieved Party may only seek relief for specific performance, mandamus, actual damages, injunctive relief, or breach of contract. Attorneys' fees and consequential damages are not recoverable as a remedy.

6.17 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.

6.18 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same, including:

- Exhibit A: Company Property
- Exhibit B: GEDC Property
- Exhibit C: Real Estate Purchase Agreement
- Exhibit D: City Property
- Exhibit E: Project Site Plan
- Exhibit F: Development Standards

6.19 Assignment. This Agreement may not be assigned by Company other than to an affiliate of Company, in whole or in part, without the prior written consent of City. Any attempted assignment by Company in violation of the terms and provisions of this section shall be void.

6.20 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 any monetary 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.

6.21 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.

6.22 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. City agrees to acknowledge receipt of the Form 1295 on the Texas Ethics Commission website within 30 days of receipt of the Form 1295 from Company.

6.23 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).

6.24 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.

6.25 Compliance. To the greatest extent required by law, Company during the term of this Agreement shall comply with all local ordinances, state and federal laws and environmental regulations related to the Project.

6.26 No Israeli Boycott. Pursuant to Section 2271.002, Texas Government Code, the Company hereby (i) represents that it does not boycott Israel, and (ii) 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 the Agreement. As used in the immediately preceding sentence, "boycott Israel" shall have the meaning given such term in Section 2271.001, Texas Government Code.

6.27 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.

6.28 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.

6.29 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.

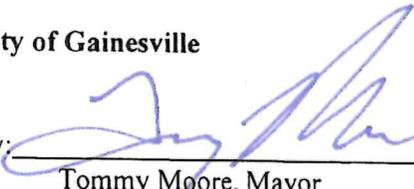
The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “discriminate against a firearm entity or firearm 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.

6.28. Performance by Affiliate. Performance by an affiliate of Company or a party with whom Company contracts shall be deemed to be performance by Company.

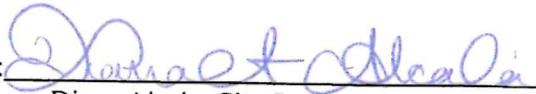
[Signature Page to Follow]

EXECUTED this 1st day of October 2024.

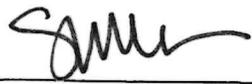
City of Gainesville

By: 
Tommy Moore, Mayor

ATTEST:

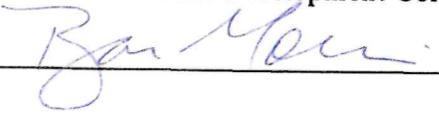
By: 
Diana Alcala, City Secretary

APPROVED AS TO FORM:

By: 
Susan B. Thomas
Asst. City Attorney

EXECUTED this 1 day of October 2024.

Gainesville Economic Development Corporation

By: 

Name: Ryan Morris

Title: President

EXECUTED this 19th day of Sept. 2024.

CCR SE Grand 82, LLC,
a Texas limited liability company

By: _____

A handwritten signature in blue ink, appearing to be 'S S J', written over a horizontal line.

Name: Steve Schmitz

Title: President

Exhibit A

Exhibit B

Exhibit C

Real Estate Sales Contract

This Real Estate Sales Contract (the "Contract") to buy and sell real property is between Seller and Buyer as identified below and is effective on the date ("Effective Date") of the last of the signatures by Seller and Buyer as parties to this Contract and by Title Company to acknowledge receipt of the Earnest Money. Buyer must deliver the Earnest Money to Title Company and obtain Title Company's signature before the Earnest Money Deadline provided in section A.1. for this Contract to be effective.

Buyer: **CCR SE Grand 82, LLC**
a Texas limited liability company
Address: PO Box 170
Gainesville, TX 76241
Attn: Steve Schmitz
Phone: 940-736-1547
E-mail: steve@mesa-re.com

Buyer's Attorney: B-29 Family Holdings
14131 Midway Road
Addison, Texas 75001
Attn: Marc Rose
Telephone: (214) 707-3661
Email: mrose@B29familyholdings.com

With copy to: Kelly Hart & Hallman LLP
201 Main Street, Suite 2500
Fort Worth, Texas 76102
Attention: Chad Key
Telephone: (817) 878-3555
Email: chad.key@kellyhart.com

Seller: **Gainesville Economic Development Corporation**
a Texas non-profit corporation
311 S. Weaver Street
Gainesville, Texas 76240
Attn: William Myers, Executive Director
Telephone: (940) 284-3344
E-mail: William@GainesvilleTXEDC.com

Seller's Attorney: Brown & Hofmeister, LLP
740 East Campbell Road, Suite 800
Richardson, Texas 75081
Attn: Jeffrey L. Moore
Telephone: (214) 747-6100
E-mail: jmoore@bhllaw.net

Property: **Lot 5, Block 2 of the Hillcrest Addition, an addition to the City of Gainesville, Cooke County, Texas, and generally located at 1471 Hillcrest Boulevard, City of Gainesville, Cooke County, Texas, hereto ("Land"), together with improvements to the Land ("Improvements").**

Title Company: **W. W. Howeth Title Company**
110 E Broadway
Gainesville, TX 76240
Attn: Kristi Kleinert
Phone: 940-665-0304
Fax: 940-665-4374
E-Mail: kkleinert@wwhoweth.com

Fidelity National Title Agency, Inc.
221 W. Southlake Blvd. Suite 150
Southlake, TX. 76092
Attn: Lindsey Wynn
Phone: 817.442.1111
Fax: 817.442.9997
E-Mail: lwynn@fidelity-usa.com

Purchase Price: **Two Hundred Sixty Thousand and No/100 Dollars (\$260,000.00)**

Cash portion: **Two Hundred Sixty Thousand and No/100 Dollars (\$260,000.00)**

Total purchase price: **Two Hundred Sixty Thousand and No/100 Dollars (\$260,000.00)**

Earnest Money: **Two Thousand Five Hundred and No/100 Dollars (\$2,500.00)**

County for Performance: **Cooke County, Texas**

A. Deadlines and Other Dates

All deadlines in this Contract expire at 11:59 P.M. local time where the Property is located. If a deadline falls on a Saturday, Sunday, or national holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or national holiday. A national holiday is a holiday designated by the federal government. Time is of the essence.

1. Earnest Money Deadline: Five (5) days after the Effective Date.
2. Delivery of Title Commitment: Thirty (30) days after the Effective Date.
3. Delivery of Survey: Thirty (30) days after the Effective Date.
4. Delivery of legible copies of instruments referenced in the Title Commitment and

- Survey: Thirty (30) days after the Effective Date.
5. Delivery of Title Objections: Fifteen (15) days after delivery of the Title Commitment, Survey, and legible copies of the instruments referenced in them
 6. Delivery of Seller's records as specified in *Exhibit A*: Five (5) days after the Effective Date
 7. End of Inspection Period: **September 30, 2024**
 8. Additional Earnest Money Deadline: N/A
 9. Closing Date: on or before **November 5, 2024**

B. Closing Documents

1. At closing, Seller will deliver the following items:
 - Special Warranty Deed
 - Evidence of Seller's authority to close this transaction
2. At closing, Buyer will deliver the following items:
 - Purchase Price
 - Evidence of Buyer's authority to consummate this transaction

The documents listed in this section B are collectively known as the "Closing Documents." Unless otherwise agreed by the parties before closing, the deed will be prepared using the forms contained in the current edition of the *Texas Real Estate Forms Manual* (State Bar of Texas).

C. Exhibits

The following are attached to and are a part of this Contract:

Exhibit A - Seller's Records

D. Purchase and Sale of Property

Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to buy and pay Seller for the Property. The promises by Buyer and Seller stated in this Contract are the consideration for the formation of this Contract.

E. Interest on Earnest Money

Buyer may direct Title Company to invest the Earnest Money in an interest-bearing account in a federally insured financial institution by giving notice to Title Company and satisfying Title Company's requirements for investing the Earnest Money in an interest-bearing account. Any interest earned on the Earnest Money will be paid to the party that becomes entitled to the Earnest Money.

F. Title and Survey

1. *Review of Title.* The following statutory notice is provided to Buyer on behalf of the real estate licensees, if any, involved in this transaction: Buyer is advised that it should either have the abstract covering the Property examined by an attorney of Buyer's own selection or be furnished with or obtain a policy of title insurance.

2. *Title Commitment; Title Policy.* "Title Commitment" means a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for Underwriter, stating the condition of title to the Land. The "effective date" stated in the Title Commitment must be after the Effective Date of this Contract. "Title Policy" means an Owner Policy of Title Insurance issued by Title Company, as agent for Underwriter, in conformity with the last Title Commitment delivered to and approved by Buyer.

3. *Survey.* "Survey" means an on-the-ground, staked plat of survey and metes-and-bounds description of the Land, prepared by Surveyor or another surveyor satisfactory to Title Company, and certified to comply with the current standards and specifications as published by the Texas Society of Professional Surveyors for the Survey Category.

4. *Delivery of Title Commitment, Survey, and Legible Copies.* Seller must deliver the Title Commitment to Buyer by the deadline stated in section A.2.; the Survey by the deadline stated in section A.3.; and legible copies of the instruments referenced in the Title Commitment and Survey by the deadline stated in section A.4.

5. *Title Objections.* Buyer has until the deadline stated in section A.5. ("Title Objection Deadline") to review the Survey, Title Commitment, and legible copies of the title instruments referenced in them and notify Seller of Buyer's objections to any of them ("Title Objections"). Buyer will be deemed to have approved all matters reflected by the Survey, and Title Commitment to which Buyer has made no Title Objection by the Title Objection Deadline. The matters that Buyer either approves or is deemed to have approved are "Permitted Exceptions." If Buyer notifies Seller of any Title Objections, Seller has five (5) days from receipt of Buyer's notice to notify Buyer whether Seller agrees to cure the Title Objections before closing ("Cure Notice"). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before closing, Buyer may, within five (5) days after the deadline for the giving of Seller's Cure Notice, notify Seller that either this Contract is terminated or Buyer will proceed to close, subject to Seller's obligations to resolve the items listed in Schedule C of the Title Commitment, remove the liquidated liens, remove all exceptions that arise by, through,

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or under Seller after the Effective Date, and cure only the Title Objections that Seller has agreed to cure in the Cure Notice. At or before closing, Seller must resolve the items that are listed on Schedule C of the Title Commitment, remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date of this Contract, and cure the Title Objections that Seller has agreed to cure.

G. Inspection Period

1. *Review of Seller's Records.* Seller will deliver to Buyer copies of Seller's records specified in *Exhibit A*, or otherwise make those records available for Buyer's review, by the deadline stated in section A.6.

2. *Entry onto the Property.* Buyer may enter the Property before closing to inspect it, subject to the following:

- a. Buyer must deliver evidence to Seller that Buyer has insurance for its proposed inspection activities, in amounts and with coverages that are substantially the same as those maintained by Seller or in such lesser amounts or with such lesser coverages as are reasonably satisfactory to Seller;
- b. Buyer may not interfere in any material manner with existing operations or occupants of the Property;
- c. Buyer must notify Seller in advance of Buyer's plans to conduct tests so that Seller may be present during the tests;
- d. if the Property is altered because of Buyer's inspections, Buyer must return the Property to its preinspection condition promptly after the alteration occurs;
- e. Buyer must deliver to Seller copies of all inspection reports that Buyer prepares or receives from third-party consultants or contractors within three (3) days after their preparation or receipt; and
- f. Buyer must abide by any other reasonable entry rules imposed by Seller.

3. *Buyer's Right to Terminate.* Buyer may terminate this Contract for any reason, or for no reason, by notifying Seller before the end of the Inspection Period. If Buyer does not notify Seller of Buyer's termination of the Contract before the end of the Inspection Period, Buyer waives the right to terminate this Contract pursuant to this provision. If Buyer does so notify Seller of Buyer's termination, then the Earnest Money shall be returned to Buyer in accordance with Section J.1.a.

4. *Buyer's Indemnity and Release of Seller*

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- a. *Indemnity.* To the extent allowed by law, Buyer will indemnify, defend, and hold Seller harmless from any loss, attorney's fees, expenses, or claims arising out of Buyer's investigation of the Property, except for repair or remediation of existing conditions discovered by Buyer's inspection or any of the foregoing claims or costs arising out of Seller's own gross negligence or willful misconduct. The obligations of Buyer under this provision will survive termination of this Contract and closing.
- b. *Release.* Except as provided above, Buyer releases Seller and those persons acting on Seller's behalf from all claims and causes of action (including claims for attorney's fees and court and other costs) resulting from Buyer's investigation of the Property.

H. Representations

The parties' representations stated herein are true and correct as of the Effective Date and must be true and correct on the Closing Date.

I. Condition of the Property until Closing; Cooperation; No Recording of Contract

1. *Maintenance and Operation.* Until closing, Seller will (a) maintain the Property as it existed on the Effective Date, except for reasonable wear and tear and casualty damage; (b) operate the Property in the same manner as it was operated on the Effective Date; and (c) comply with all contracts and governmental regulations affecting the Property. Seller will not enter into, amend, or terminate any contract that affects the Property.

2. *Casualty Damage.* Seller will notify Buyer promptly after discovery of any casualty damage to the Property. Seller will have no obligation to repair or replace the Property if it is damaged by casualty before closing. Buyer may terminate this Contract if the casualty damage that occurs before closing would materially affect Buyer's intended use of the Property, by giving notice to Seller within fifteen (15) days after receipt of Seller's notice of the casualty (or before closing if Seller's notice of the casualty is received less than fifteen (15) days before closing). If Buyer does not terminate this Contract, Seller will (a) convey the Property to Buyer in its damaged condition, (b) assign to Buyer all of Seller's rights under any property insurance policies covering the Property, and (c) pay to Buyer the amount of the deductibles and coinsurance provisions under any insurance policies covering the Property, but not in excess of the cost to repair the casualty damage and less any amounts previously paid by Seller to repair the Property. If Seller has not insured the Property and Buyer does not elect to terminate this Contract in accordance with this section, the Purchase Price will be reduced by the cost to repair the casualty damage.

3. *Condemnation.* Seller will notify Buyer promptly after Seller receives notice that any part of the Property has been or is threatened to be condemned or otherwise taken by a governmental or quasi-governmental authority. Buyer may terminate this Contract if the condemnation would materially affect Buyer's intended use of the Property by giving notice to

Seller within fifteen (15) days after receipt of Seller's notice to Buyer (or before closing if Seller's notice is received less than fifteen (15) days before closing). If Buyer does not terminate this Contract, (a) Buyer and Seller will each have the right to appear and defend their respective interests in the Property in the condemnation proceedings, (b) any award in condemnation will be assigned to Buyer, (c) if the taking occurs before closing, the description of the Property will be revised to delete the portion taken, and (d) no change in the Purchase Price will be made.

4. *Claims; Hearings.* Seller will notify Buyer promptly of any claim or administrative hearing that is threatened, filed, or initiated before closing that involves or directly affects the Property.

5. *Cooperation.* Seller will cooperate with Buyer (a) before and after closing, to transfer the applications, permits, and licenses held by Seller and used in the operation of the Property and to obtain any consents necessary for Buyer to operate the Property after closing and (b) before closing, with any reasonable evaluation, inspection, audit, or study of the Property prepared by, for, or at the request of Buyer.

6. *No Recording.* Buyer may not file this Contract or any memorandum or notice of this Contract in the real property records of any county. If, however, Buyer records this Contract or a memorandum or notice, Seller may terminate this Contract and record a notice of termination.

J. Termination

1. *Disposition of Earnest Money after Termination*

a. *To Buyer.* If Buyer terminates this Contract in accordance with any of Buyer's rights to terminate, Seller will, within five (5) days after receipt of Buyer's termination notice, authorize Title Company to deliver the Earnest Money to Buyer, less \$100, which will be paid to Seller as consideration for the right granted by Seller to Buyer to terminate this Contract.

b. *To Seller.* If Seller terminates this Contract in accordance with any of Seller's rights to terminate, Buyer will, within five (5) days after receipt of Seller's termination notice, authorize Title Company to pay and deliver the Earnest Money to Seller.

2. *Duties after Termination.* If this Contract is terminated, Buyer will promptly return to Seller all documents relating to the Property that Seller has delivered to Buyer and all copies that Buyer has made of the documents. After return of the documents and copies, neither party will have further duties or obligations to the other under this Contract, except for those obligations that cannot be or were not performed before termination of this Contract and those obligations that survive termination under the express terms of this Contract.

K. Closing

1. *Closing.* This transaction will close at Title Company's offices at the Closing Date. At closing, the following will occur:

- a. *Closing Documents.* The parties will execute and deliver the Closing Documents.
- b. *Payment of Purchase Price.* Buyer will deliver the Purchase Price and other amounts that Buyer is obligated to pay under this Contract to Title Company in funds acceptable to Title Company. The Earnest Money will be applied to the Purchase Price.
- c. *Disbursement of Funds; Recording; Copies.* Title Company will be instructed to disburse the Purchase Price and other funds in accordance with this Contract, record the deed and the other Closing Documents directed to be recorded, and distribute documents and copies in accordance with the parties' written instructions.
- d. *Delivery of Originals.* Seller will deliver to Buyer the originals of Seller's Records.
- e. *Possession.* Seller will deliver possession of the Property to Buyer, subject to the Permitted Exceptions existing at closing and any lien and security interest in favor of Seller, if the sale is seller-financed.

2. *Transaction Costs*

- a. *Seller's Costs.* Seller will pay the basic premium charge for the Title Policy; one-half of the escrow fee charged by Title Company; the costs to prepare the deed; the costs to obtain, deliver, and record releases of all liens to be released at closing; the costs to record all documents to cure Title Objections agreed to be cured by Seller; and certificates or reports of ad valorem taxes; the costs to deliver copies of the instruments described in section A.4.; and Seller's expenses and attorney's fees.
- b. *Buyer's Costs.* Buyer will pay one-half of the escrow fee charged by Title Company; the costs to obtain, deliver, and record all documents other than those to be recorded at Seller's expense; the additional premiums for additions or deletions in the Title Policy, if requested by Buyer; the costs to obtain the Survey and the costs of work required by Buyer to have the survey reflect matters other than those required under this Contract; and Buyer's expenses and attorney's fees.
- c. *Ad Valorem Taxes.* Ad valorem taxes for the Property for the calendar year of closing will be prorated between Buyer and Seller as of the Closing Date. Seller's portion of the prorated taxes will be paid to Buyer at closing as an

adjustment to the Purchase Price. If the assessment for the calendar year of closing is not known at the Closing Date, the proration will be based on taxes for the previous tax year, and Buyer and Seller will adjust the prorations in cash within thirty (30) days of when the actual assessment and taxes are known. All taxes due as of closing will be paid at closing. If the Property has been the subject of special valuation and reduced tax assessments pursuant to the provisions of chapter 23, subchapter D, of the Texas Tax Code with respect to any period before the closing and additional taxes are assessed pursuant to section 23.55 thereof, the following will apply:

- (1) If Seller changes the use of the Property before closing, resulting in the assessment of additional taxes for periods before closing, Seller will pay the additional taxes.
 - (2) If this sale or Buyer's use of the Property results in the assessment of additional taxes for periods before closing, Buyer will pay the additional taxes.
- d. *Income and Expenses.* Income and expenses pertaining to operation of the Property will be prorated as of the Closing Date on an accrual basis and paid at closing as a credit or debit adjustment to the Purchase Price. Invoices that are received after closing for operating expenses incurred on or before the Closing Date and not adjusted at closing will be prorated between the parties as of the Closing Date, and Seller will pay its share within ten (10) days after notice of Buyer's invoice.
- e. *Postclosing Adjustments.* If errors in the prorations made at closing are identified within ninety (90) days after closing, Seller and Buyer will make postclosing adjustments to correct the errors within fifteen (15) days of receipt of notice of the errors.
- f. *Brokers' Commissions.* N/A
3. *Issuance of Title Policy.* Seller will cause Title Company to issue the Title Policy to Buyer as soon as practicable after closing.

L. Default and Remedies

1. *Seller's Default.* If Seller fails to perform any of its obligations under this Contract or if any of Seller's representations is not true and correct as of the Effective Date or on the Closing Date ("Seller's Default"), Buyer may elect either of the following as its sole and exclusive remedy:

- a. *Termination; Liquidated Damages.* Buyer may terminate this Contract by giving notice to Seller on or before the Closing Date and have the Earnest

Money, less \$100 as described above, returned to Buyer.

- b. *Specific Performance.* Unless Seller's Default relates to the untruth or incorrectness of Seller's representations for reasons not reasonably within Seller's control, Buyer may enforce specific performance of Seller's obligations under this Contract. If title to the Property is awarded to Buyer, the conveyance will be subject to the matters stated in the Title Commitment.
2. *Buyer's Default.* If Buyer fails to perform any of its obligations under this Contract ("Buyer's Default"), Seller may elect either of the following as its sole and exclusive remedy:
 - a. *Termination; Liquidated Damages.* Seller may terminate this Contract by giving notice to Buyer on or before the Closing Date and have the Earnest Money paid to Seller as its sole remedy.
 3. *Attorney's Fees.* If either party retains an attorney to enforce this Contract, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

M. Miscellaneous Provisions

1. *Notices.* Any notice required by or permitted under this Contract must be in writing. Any notice required by this Contract will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Contract. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, electronic mail, or other commercially reasonable means and will be effective when sent. Any address for notice may be changed by written notice delivered as provided herein. Copies of each notice must be given by one of these methods to the attorney of the party to whom notice is given.
2. *Entire Contract.* This Contract, together with its exhibits, and any Closing Documents delivered at closing constitute the entire agreement of the parties concerning the sale of the Property by Seller to Buyer. There are no oral representations, warranties, agreements, or promises pertaining to the sale of the Property by Seller to Buyer not incorporated in writing in this Contract.
3. *Amendment.* This Contract may be amended only by an instrument in writing signed by the parties.
4. *Prohibition of Assignment.* Buyer may not assign this Contract or any of Buyer's rights under it without Seller's prior written consent, and any attempted assignment is void. This Contract binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

5. *Survival.* The obligations of this Contract that cannot be performed before termination of this Contract or before closing will survive termination of this Contract or closing, and the legal doctrine of merger will not apply to these matters. If there is any conflict between the Closing Documents and this Contract, the Closing Documents will control.

6. *Choice of Law; Venue; Alternative Dispute Resolution.* This Contract will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the County for Performance, except as otherwise provided by applicable law. Time permitting, the parties will submit in good faith to an alternative dispute resolution process before filing a suit concerning this Contract.

7. *Waiver of Default.* It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays taking any action with respect to the default.

8. *No Third-Party Beneficiaries.* There are no third-party beneficiaries of this Contract.

9. *Severability.* The provisions of this Contract are severable. If a court of competent jurisdiction finds that any provision of this Contract is unenforceable, the remaining provisions will remain in effect without the unenforceable parts.

10. *Ambiguities Not to Be Construed against Party Who Drafted Contract.* The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this Contract.

11. *No Special Relationship.* The parties' relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partnership, joint venture, or any other special relationship.

12. *Counterparts.* If this Contract is executed in multiple counterparts, all counterparts taken together will constitute this Contract.

N. Special Provisions

1. This Contract is subject to the approval of the Board of Directors of the Seller.
2. All leases shall have terminated and tenants vacated the Property by the Closing Date.

SELLER:

GAINESVILLE ECONOMIC DEVELOPMENT CORPORATION,
A Texas non-profit corporation



Ryan Morris, President

Date Signed: 10/01/2024

BUYER:

CCR SE Grand 82, LLC
a Texas limited liability company



Steve Schmitz, President

Date: 09/19/2024

Title Company acknowledges receipt of Earnest Money in the amount of \$2,500.00 and a copy of this Contract executed by both Buyer and Seller.

TITLE COMPANY:

HOWETH TITLE COMPANY

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A

Seller's Records

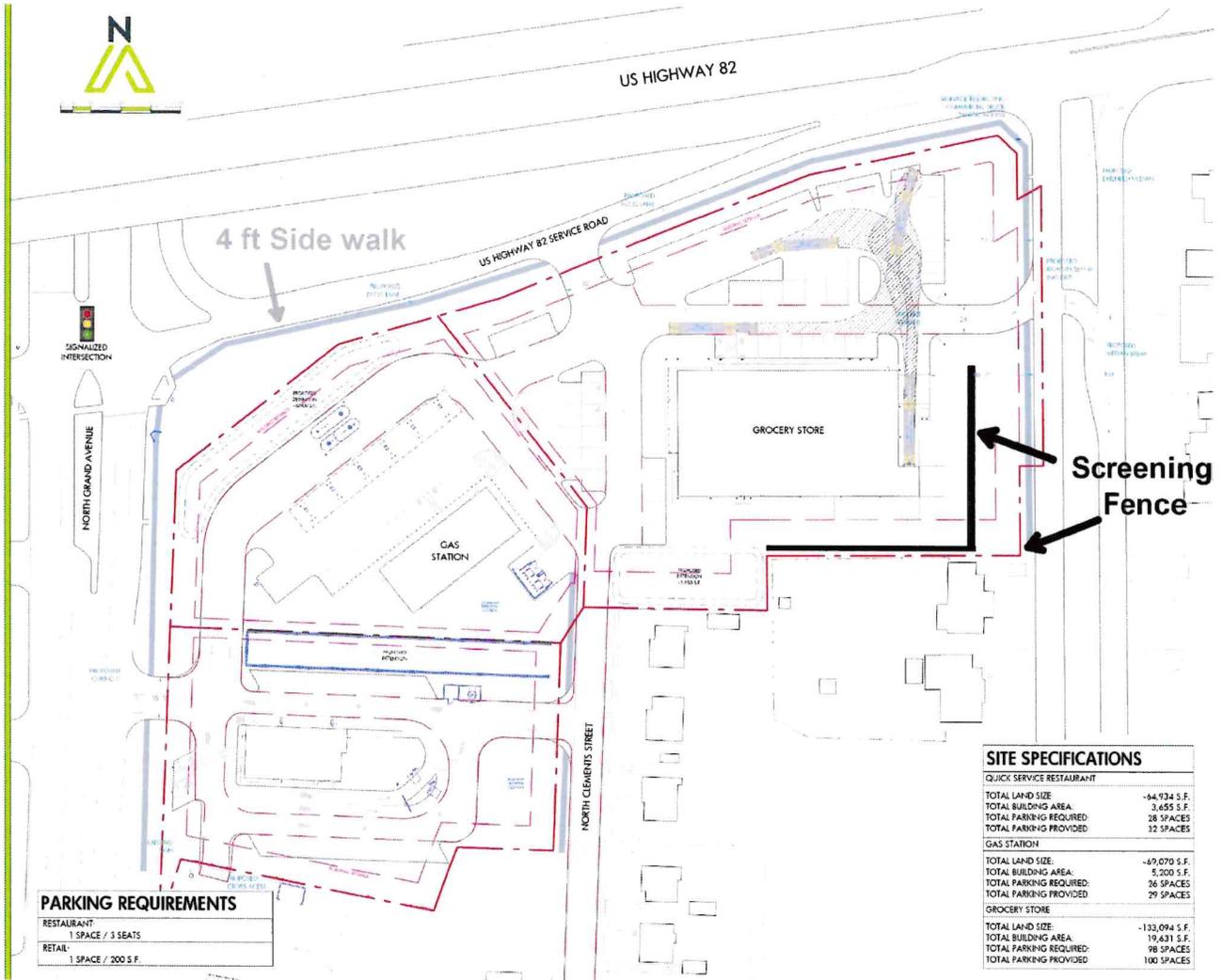
To the extent that Seller has possession of the following items pertaining to the Property, Seller will deliver or make the items or copies of them available to Buyer by the deadline stated in section A.6.:

Land

prior surveys
environmental reports
leases

Exhibit D

Exhibit E



PARKING REQUIREMENTS

RESTAURANT:	1 SPACE / 3 SEATS
RETAIL:	1 SPACE / 200 S.F.

SITE SPECIFICATIONS

QUICK SERVICE RESTAURANT	
TOTAL LAND SIZE:	-64,934 S.F.
TOTAL BUILDING AREA:	3,655 S.F.
TOTAL PARKING REQUIRED:	28 SPACES
TOTAL PARKING PROVIDED:	32 SPACES
GAS STATION	
TOTAL LAND SIZE:	-69,070 S.F.
TOTAL BUILDING AREA:	5,200 S.F.
TOTAL PARKING REQUIRED:	26 SPACES
TOTAL PARKING PROVIDED:	29 SPACES
GROCERY STORE	
TOTAL LAND SIZE:	-133,094 S.F.
TOTAL BUILDING AREA:	19,621 S.F.
TOTAL PARKING REQUIRED:	98 SPACES
TOTAL PARKING PROVIDED:	100 SPACES



Exhibit F

Development Standards

1. Landscaping Requirements
 - a. A minimum of 6 (six) 6-inch caliper trees that are native to this area including but not limited to live oak, red oak, and Texas Ash shall be planted in the development.
 - b. Native grasses should be incorporated into the landscape.
 - c. All lawn areas shall be sodded.
 - d. Automatic sprinklers shall be included with landscaping.
 - e. Landscaping shall meet the City's minimum required percentage for each lot.
2. Sidewalks: Four foot (4') wide sidewalks shall be placed along all road frontages.
3. Buildings:
 - a. Shall not utilize stucco or EIFS on more than 50% of the wall areas, excluding windows and doors.
 - b. Shall not utilize R-panel walls or roofs.
4. Screening Walls: The screening wall on the southeast and east side of the development, as shown in Exhibit E, shall be built.
5. Access:
 - a. Access points shall be available to the development from Grand Street, Hwy82 ramp, Hillcrest Street and Clements Street.
 - b. The Hillcrest access shall be an entrance only with a hooded left turn from Hillcrest.
 - c. All lots shall be required to provide cross access to adjoining property.

RESOLUTION NO. GEDC 09-23-2024-C

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GAINESVILLE ECONOMIC DEVELOPMENT CORPORATION, A TYPE B ECONOMIC DEVELOPMENT CORPORATION AND A TEXAS NON-PROFIT CORPORATION, AUTHORIZING THE EXECUTION OF A REAL ESTATE SALES CONTRACT FOR THE SALE AND CONVEYANCE OF LOT 5, BLOCK 2 OF THE HILLCREST ADDITION, AN ADDITION TO THE CITY OF GAINESVILLE, COOKE COUNTY, TEXAS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the Board of Directors of the Gainesville Economic Development Corporation, a Type B economic development corporation, and a Texas non-profit corporation (hereinafter referred to as the "GEDC") authorizes the execution of a Real Estate Sales Contract, attached hereto as *Exhibit A* of this Resolution, and is incorporated herein for all purposes, for the sale and conveyance of Lot 5, Block 2 of the Hillcrest Addition, an addition to the City of Gainesville, Cooke County, Texas (hereinafter referred to as the "Property").

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GAINESVILLE ECONOMIC DEVELOPMENT CORPORATION, THAT:

Section 1. FINDINGS INCORPORATED

That the foregoing recitals are hereby found to be true and correct findings of the GEDC and are fully incorporated into the body of this Resolution.

Section 2. AUTHORIZING THE SALE AND CONVEYANCE OF REAL PROPERTY

That the Board of Directors of the GEDC does hereby authorize the execution of a Real Estate Sales Contract, a copy of which is attached hereto as *Exhibit A* of this Resolution, and is incorporated herein for all purposes, for the GEDC to sell and convey Lot 5, Block 2 of the Hillcrest Addition, an addition to the City of Gainesville, Cooke County, Texas, and authorize the GEDC executive director, and GEDC President to execute any and all documents necessary for the conveyance of the Property, consistent with the terms of said Real Estate Sales Contract.

Section 3. SEVERABILITY CLAUSE

It is hereby declared to be the intention of the GEDC that the phrases, clauses, sentences, paragraphs and sections of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution, since the same would have been enacted by the GEDC without the incorporation of this Resolution of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 4. EFFECTIVE DATE

This Resolution shall become effective immediately upon its passage.

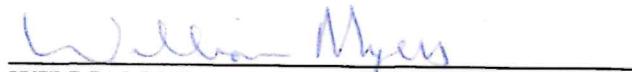
DULY RESOLVED BY THE BOARD OF DIRECTORS OF THE GAINESVILLE ECONOMIC DEVELOPMENT CORPORATION, ON THIS 23rd DAY OF SEPTEMBER 2024, BY THE FOLLOWING VOTES:

5 AYES, 0 NAYS, 1 ABSENT, 1 ABSTENTIONS



RYAN MORRIS, PRESIDENT

ATTEST:



WILLIAM MYERS, EXECUTIVE DIRECTOR

Exhibit A

[Real Estate Sales Contract]

Real Estate Sales Contract

This Real Estate Sales Contract (the "Contract") to buy and sell real property is between Seller and Buyer as identified below and is effective on the date ("Effective Date") of the last of the signatures by Seller and Buyer as parties to this Contract and by Title Company to acknowledge receipt of the Earnest Money. Buyer must deliver the Earnest Money to Title Company and obtain Title Company's signature before the Earnest Money Deadline provided in section A.1. for this Contract to be effective.

Buyer: **CCR SE Grand 82, LLC**
a Texas limited liability company
Address: PO Box 170
Gainesville, TX 76241
Attn: Steve Schmitz
Phone: 940-736-1547
E-mail: steve@mesa-re.com

Buyer's Attorney: B-29 Family Holdings
14131 Midway Road
Addison, Texas 75001
Attn: Marc Rose
Telephone: (214) 707-3661
Email: mrose@B29familyholdings.com

With copy to: Kelly Hart & Hallman LLP
201 Main Street, Suite 2500
Fort Worth, Texas 76102
Attention: Chad Key
Telephone: (817) 878-3555
Email: chad.key@kellyhart.com

Seller: **Gainesville Economic Development Corporation**
a Texas non-profit corporation
311 S. Weaver Street
Gainesville, Texas 76240
Attn: William Myers, Executive Director
Telephone: (940) 284-3344
E-mail: William@GainesvilleTXEDC.com

Seller's Attorney: Brown & Hofmeister, LLP
740 East Campbell Road, Suite 800
Richardson, Texas 75081
Attn: Jeffrey L. Moore
Telephone: (214) 747-6100
E-mail: jmoore@bhllaw.net

Property: **Lot 5, Block 2 of the Hillcrest Addition, an addition to the City of Gainesville, Cooke County, Texas, and generally located at 1471 Hillcrest Boulevard, City of Gainesville, Cooke County, Texas, hereto ("Land"), together with improvements to the Land ("Improvements").**

Title Company: **W. W. Howeth Title Company**
110 E Broadway
Gainesville, TX 76240
Attn: Kristi Kleinert
Phone: 940-665-0304
Fax: 940-665-4374
E-Mail: kkleinert@wwhoweth.com

Fidelity National Title Agency, Inc.
221 W. Southlake Blvd. Suite 150
Southlake, TX. 76092
Attn: Lindsey Wynn
Phone: 817.442.1111
Fax: 817.442.9997
E-Mail: lwynn@fidelity-usa.com

Purchase Price: **Two Hundred Sixty Thousand and No/100 Dollars (\$260,000.00)**

Cash portion: **Two Hundred Sixty Thousand and No/100 Dollars (\$260,000.00)**

Total purchase price: **Two Hundred Sixty Thousand and No/100 Dollars (\$260,000.00)**

Earnest Money: **Two Thousand Five Hundred and No/100 Dollars (\$2,500.00)**

County for Performance: **Cooke County, Texas**

A. Deadlines and Other Dates

All deadlines in this Contract expire at 11:59 P.M. local time where the Property is located. If a deadline falls on a Saturday, Sunday, or national holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or national holiday. A national holiday is a holiday designated by the federal government. Time is of the essence.

1. Earnest Money Deadline: Five (5) days after the Effective Date.
2. Delivery of Title Commitment: Thirty (30) days after the Effective Date.
3. Delivery of Survey: Thirty (30) days after the Effective Date.
4. Delivery of legible copies of instruments referenced in the Title Commitment and

- Survey: Thirty (30) days after the Effective Date.
5. Delivery of Title Objections: Fifteen (15) days after delivery of the Title Commitment, Survey, and legible copies of the instruments referenced in them
 6. Delivery of Seller's records as specified in *Exhibit A*: Five (5) days after the Effective Date
 7. End of Inspection Period: **September 30, 2024**
 8. Additional Earnest Money Deadline: N/A
 9. Closing Date: on or before **November 5, 2024**

B. Closing Documents

1. At closing, Seller will deliver the following items:
 - Special Warranty Deed
 - Evidence of Seller's authority to close this transaction
2. At closing, Buyer will deliver the following items:
 - Purchase Price
 - Evidence of Buyer's authority to consummate this transaction

The documents listed in this section B are collectively known as the "Closing Documents." Unless otherwise agreed by the parties before closing, the deed will be prepared using the forms contained in the current edition of the *Texas Real Estate Forms Manual* (State Bar of Texas).

C. Exhibits

The following are attached to and are a part of this Contract:

Exhibit A - Seller's Records

D. Purchase and Sale of Property

Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to buy and pay Seller for the Property. The promises by Buyer and Seller stated in this Contract are the consideration for the formation of this Contract.

E. Interest on Earnest Money

Buyer may direct Title Company to invest the Earnest Money in an interest-bearing account in a federally insured financial institution by giving notice to Title Company and satisfying Title Company's requirements for investing the Earnest Money in an interest-bearing account. Any interest earned on the Earnest Money will be paid to the party that becomes entitled to the Earnest Money.

F. Title and Survey

1. *Review of Title.* The following statutory notice is provided to Buyer on behalf of the real estate licensees, if any, involved in this transaction: Buyer is advised that it should either have the abstract covering the Property examined by an attorney of Buyer's own selection or be furnished with or obtain a policy of title insurance.

2. *Title Commitment; Title Policy.* "Title Commitment" means a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for Underwriter, stating the condition of title to the Land. The "effective date" stated in the Title Commitment must be after the Effective Date of this Contract. "Title Policy" means an Owner Policy of Title Insurance issued by Title Company, as agent for Underwriter, in conformity with the last Title Commitment delivered to and approved by Buyer.

3. *Survey.* "Survey" means an on-the-ground, staked plat of survey and metes-and-bounds description of the Land, prepared by Surveyor or another surveyor satisfactory to Title Company, and certified to comply with the current standards and specifications as published by the Texas Society of Professional Surveyors for the Survey Category.

4. *Delivery of Title Commitment, Survey, and Legible Copies.* Seller must deliver the Title Commitment to Buyer by the deadline stated in section A.2.; the Survey by the deadline stated in section A.3.; and legible copies of the instruments referenced in the Title Commitment and Survey by the deadline stated in section A.4.

5. *Title Objections.* Buyer has until the deadline stated in section A.5. ("Title Objection Deadline") to review the Survey, Title Commitment, and legible copies of the title instruments referenced in them and notify Seller of Buyer's objections to any of them ("Title Objections"). Buyer will be deemed to have approved all matters reflected by the Survey, and Title Commitment to which Buyer has made no Title Objection by the Title Objection Deadline. The matters that Buyer either approves or is deemed to have approved are "Permitted Exceptions." If Buyer notifies Seller of any Title Objections, Seller has five (5) days from receipt of Buyer's notice to notify Buyer whether Seller agrees to cure the Title Objections before closing ("Cure Notice"). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before closing, Buyer may, within five (5) days after the deadline for the giving of Seller's Cure Notice, notify Seller that either this Contract is terminated or Buyer will proceed to close, subject to Seller's obligations to resolve the items listed in Schedule C of the Title Commitment, remove the liquidated liens, remove all exceptions that arise by, through,

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or under Seller after the Effective Date, and cure only the Title Objections that Seller has agreed to cure in the Cure Notice. At or before closing, Seller must resolve the items that are listed on Schedule C of the Title Commitment, remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date of this Contract, and cure the Title Objections that Seller has agreed to cure.

G. Inspection Period

1. *Review of Seller's Records.* Seller will deliver to Buyer copies of Seller's records specified in *Exhibit A*, or otherwise make those records available for Buyer's review, by the deadline stated in section A.6.

2. *Entry onto the Property.* Buyer may enter the Property before closing to inspect it, subject to the following:

- a. Buyer must deliver evidence to Seller that Buyer has insurance for its proposed inspection activities, in amounts and with coverages that are substantially the same as those maintained by Seller or in such lesser amounts or with such lesser coverages as are reasonably satisfactory to Seller;
- b. Buyer may not interfere in any material manner with existing operations or occupants of the Property;
- c. Buyer must notify Seller in advance of Buyer's plans to conduct tests so that Seller may be present during the tests;
- d. if the Property is altered because of Buyer's inspections, Buyer must return the Property to its preinspection condition promptly after the alteration occurs;
- e. Buyer must deliver to Seller copies of all inspection reports that Buyer prepares or receives from third-party consultants or contractors within three (3) days after their preparation or receipt; and
- f. Buyer must abide by any other reasonable entry rules imposed by Seller.

3. *Buyer's Right to Terminate.* Buyer may terminate this Contract for any reason, or for no reason, by notifying Seller before the end of the Inspection Period. If Buyer does not notify Seller of Buyer's termination of the Contract before the end of the Inspection Period, Buyer waives the right to terminate this Contract pursuant to this provision. If Buyer does so notify Seller of Buyer's termination, then the Earnest Money shall be returned to Buyer in accordance with Section J.1.a.

4. *Buyer's Indemnity and Release of Seller*

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- a. *Indemnity.* To the extent allowed by law, Buyer will indemnify, defend, and hold Seller harmless from any loss, attorney's fees, expenses, or claims arising out of Buyer's investigation of the Property, except for repair or remediation of existing conditions discovered by Buyer's inspection or any of the foregoing claims or costs arising out of Seller's own gross negligence or willful misconduct. The obligations of Buyer under this provision will survive termination of this Contract and closing.
- b. *Release.* Except as provided above, Buyer releases Seller and those persons acting on Seller's behalf from all claims and causes of action (including claims for attorney's fees and court and other costs) resulting from Buyer's investigation of the Property.

H. Representations

The parties' representations stated herein are true and correct as of the Effective Date and must be true and correct on the Closing Date.

I. Condition of the Property until Closing; Cooperation; No Recording of Contract

1. *Maintenance and Operation.* Until closing, Seller will (a) maintain the Property as it existed on the Effective Date, except for reasonable wear and tear and casualty damage; (b) operate the Property in the same manner as it was operated on the Effective Date; and (c) comply with all contracts and governmental regulations affecting the Property. Seller will not enter into, amend, or terminate any contract that affects the Property.

2. *Casualty Damage.* Seller will notify Buyer promptly after discovery of any casualty damage to the Property. Seller will have no obligation to repair or replace the Property if it is damaged by casualty before closing. Buyer may terminate this Contract if the casualty damage that occurs before closing would materially affect Buyer's intended use of the Property, by giving notice to Seller within fifteen (15) days after receipt of Seller's notice of the casualty (or before closing if Seller's notice of the casualty is received less than fifteen (15) days before closing). If Buyer does not terminate this Contract, Seller will (a) convey the Property to Buyer in its damaged condition, (b) assign to Buyer all of Seller's rights under any property insurance policies covering the Property, and (c) pay to Buyer the amount of the deductibles and coinsurance provisions under any insurance policies covering the Property, but not in excess of the cost to repair the casualty damage and less any amounts previously paid by Seller to repair the Property. If Seller has not insured the Property and Buyer does not elect to terminate this Contract in accordance with this section, the Purchase Price will be reduced by the cost to repair the casualty damage.

3. *Condemnation.* Seller will notify Buyer promptly after Seller receives notice that any part of the Property has been or is threatened to be condemned or otherwise taken by a governmental or quasi-governmental authority. Buyer may terminate this Contract if the condemnation would materially affect Buyer's intended use of the Property by giving notice to

Seller within fifteen (15) days after receipt of Seller's notice to Buyer (or before closing if Seller's notice is received less than fifteen (15) days before closing). If Buyer does not terminate this Contract, (a) Buyer and Seller will each have the right to appear and defend their respective interests in the Property in the condemnation proceedings, (b) any award in condemnation will be assigned to Buyer, (c) if the taking occurs before closing, the description of the Property will be revised to delete the portion taken, and (d) no change in the Purchase Price will be made.

4. *Claims; Hearings.* Seller will notify Buyer promptly of any claim or administrative hearing that is threatened, filed, or initiated before closing that involves or directly affects the Property.

5. *Cooperation.* Seller will cooperate with Buyer (a) before and after closing, to transfer the applications, permits, and licenses held by Seller and used in the operation of the Property and to obtain any consents necessary for Buyer to operate the Property after closing and (b) before closing, with any reasonable evaluation, inspection, audit, or study of the Property prepared by, for, or at the request of Buyer.

6. *No Recording.* Buyer may not file this Contract or any memorandum or notice of this Contract in the real property records of any county. If, however, Buyer records this Contract or a memorandum or notice, Seller may terminate this Contract and record a notice of termination.

J. Termination

1. *Disposition of Earnest Money after Termination*

a. *To Buyer.* If Buyer terminates this Contract in accordance with any of Buyer's rights to terminate, Seller will, within five (5) days after receipt of Buyer's termination notice, authorize Title Company to deliver the Earnest Money to Buyer, less \$100, which will be paid to Seller as consideration for the right granted by Seller to Buyer to terminate this Contract.

b. *To Seller.* If Seller terminates this Contract in accordance with any of Seller's rights to terminate, Buyer will, within five (5) days after receipt of Seller's termination notice, authorize Title Company to pay and deliver the Earnest Money to Seller.

2. *Duties after Termination.* If this Contract is terminated, Buyer will promptly return to Seller all documents relating to the Property that Seller has delivered to Buyer and all copies that Buyer has made of the documents. After return of the documents and copies, neither party will have further duties or obligations to the other under this Contract, except for those obligations that cannot be or were not performed before termination of this Contract and those obligations that survive termination under the express terms of this Contract.

K. Closing

1. *Closing.* This transaction will close at Title Company's offices at the Closing Date. At closing, the following will occur:

- a. *Closing Documents.* The parties will execute and deliver the Closing Documents.
- b. *Payment of Purchase Price.* Buyer will deliver the Purchase Price and other amounts that Buyer is obligated to pay under this Contract to Title Company in funds acceptable to Title Company. The Earnest Money will be applied to the Purchase Price.
- c. *Disbursement of Funds; Recording; Copies.* Title Company will be instructed to disburse the Purchase Price and other funds in accordance with this Contract, record the deed and the other Closing Documents directed to be recorded, and distribute documents and copies in accordance with the parties' written instructions.
- d. *Delivery of Originals.* Seller will deliver to Buyer the originals of Seller's Records.
- e. *Possession.* Seller will deliver possession of the Property to Buyer, subject to the Permitted Exceptions existing at closing and any lien and security interest in favor of Seller, if the sale is seller-financed.

2. *Transaction Costs*

- a. *Seller's Costs.* Seller will pay the basic premium charge for the Title Policy; one-half of the escrow fee charged by Title Company; the costs to prepare the deed; the costs to obtain, deliver, and record releases of all liens to be released at closing; the costs to record all documents to cure Title Objections agreed to be cured by Seller; and certificates or reports of ad valorem taxes; the costs to deliver copies of the instruments described in section A.4.; and Seller's expenses and attorney's fees.
- b. *Buyer's Costs.* Buyer will pay one-half of the escrow fee charged by Title Company; the costs to obtain, deliver, and record all documents other than those to be recorded at Seller's expense; the additional premiums for additions or deletions in the Title Policy, if requested by Buyer; the costs to obtain the Survey and the costs of work required by Buyer to have the survey reflect matters other than those required under this Contract; and Buyer's expenses and attorney's fees.
- c. *Ad Valorem Taxes.* Ad valorem taxes for the Property for the calendar year of closing will be prorated between Buyer and Seller as of the Closing Date. Seller's portion of the prorated taxes will be paid to Buyer at closing as an

adjustment to the Purchase Price. If the assessment for the calendar year of closing is not known at the Closing Date, the proration will be based on taxes for the previous tax year, and Buyer and Seller will adjust the prorations in cash within thirty (30) days of when the actual assessment and taxes are known. All taxes due as of closing will be paid at closing. If the Property has been the subject of special valuation and reduced tax assessments pursuant to the provisions of chapter 23, subchapter D, of the Texas Tax Code with respect to any period before the closing and additional taxes are assessed pursuant to section 23.55 thereof, the following will apply:

- (1) If Seller changes the use of the Property before closing, resulting in the assessment of additional taxes for periods before closing, Seller will pay the additional taxes.
- (2) If this sale or Buyer's use of the Property results in the assessment of additional taxes for periods before closing, Buyer will pay the additional taxes.

- d. *Income and Expenses.* Income and expenses pertaining to operation of the Property will be prorated as of the Closing Date on an accrual basis and paid at closing as a credit or debit adjustment to the Purchase Price. Invoices that are received after closing for operating expenses incurred on or before the Closing Date and not adjusted at closing will be prorated between the parties as of the Closing Date, and Seller will pay its share within ten (10) days after notice of Buyer's invoice.
- e. *Postclosing Adjustments.* If errors in the prorations made at closing are identified within ninety (90) days after closing, Seller and Buyer will make postclosing adjustments to correct the errors within fifteen (15) days of receipt of notice of the errors.
- f. *Brokers' Commissions.* N/A

3. *Issuance of Title Policy.* Seller will cause Title Company to issue the Title Policy to Buyer as soon as practicable after closing.

L. Default and Remedies

1. *Seller's Default.* If Seller fails to perform any of its obligations under this Contract or if any of Seller's representations is not true and correct as of the Effective Date or on the Closing Date ("Seller's Default"), Buyer may elect either of the following as its sole and exclusive remedy:

- a. *Termination; Liquidated Damages.* Buyer may terminate this Contract by giving notice to Seller on or before the Closing Date and have the Earnest

Money, less \$100 as described above, returned to Buyer.

- b. *Specific Performance.* Unless Seller's Default relates to the untruth or incorrectness of Seller's representations for reasons not reasonably within Seller's control, Buyer may enforce specific performance of Seller's obligations under this Contract. If title to the Property is awarded to Buyer, the conveyance will be subject to the matters stated in the Title Commitment.
2. *Buyer's Default.* If Buyer fails to perform any of its obligations under this Contract ("Buyer's Default"), Seller may elect either of the following as its sole and exclusive remedy:
 - a. *Termination; Liquidated Damages.* Seller may terminate this Contract by giving notice to Buyer on or before the Closing Date and have the Earnest Money paid to Seller as its sole remedy.
 3. *Attorney's Fees.* If either party retains an attorney to enforce this Contract, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

M. Miscellaneous Provisions

1. *Notices.* Any notice required by or permitted under this Contract must be in writing. Any notice required by this Contract will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Contract. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, electronic mail, or other commercially reasonable means and will be effective when sent. Any address for notice may be changed by written notice delivered as provided herein. Copies of each notice must be given by one of these methods to the attorney of the party to whom notice is given.
2. *Entire Contract.* This Contract, together with its exhibits, and any Closing Documents delivered at closing constitute the entire agreement of the parties concerning the sale of the Property by Seller to Buyer. There are no oral representations, warranties, agreements, or promises pertaining to the sale of the Property by Seller to Buyer not incorporated in writing in this Contract.
3. *Amendment.* This Contract may be amended only by an instrument in writing signed by the parties.
4. *Prohibition of Assignment.* Buyer may not assign this Contract or any of Buyer's rights under it without Seller's prior written consent, and any attempted assignment is void. This Contract binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

5. *Survival.* The obligations of this Contract that cannot be performed before termination of this Contract or before closing will survive termination of this Contract or closing, and the legal doctrine of merger will not apply to these matters. If there is any conflict between the Closing Documents and this Contract, the Closing Documents will control.

6. *Choice of Law; Venue; Alternative Dispute Resolution.* This Contract will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the County for Performance, except as otherwise provided by applicable law. Time permitting, the parties will submit in good faith to an alternative dispute resolution process before filing a suit concerning this Contract.

7. *Waiver of Default.* It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays taking any action with respect to the default.

8. *No Third-Party Beneficiaries.* There are no third-party beneficiaries of this Contract.

9. *Severability.* The provisions of this Contract are severable. If a court of competent jurisdiction finds that any provision of this Contract is unenforceable, the remaining provisions will remain in effect without the unenforceable parts.

10. *Ambiguities Not to Be Construed against Party Who Drafted Contract.* The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this Contract.

11. *No Special Relationship.* The parties' relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partnership, joint venture, or any other special relationship.

12. *Counterparts.* If this Contract is executed in multiple counterparts, all counterparts taken together will constitute this Contract.

N. Special Provisions

1. This Contract is subject to the approval of the Board of Directors of the Seller.
2. All leases shall have terminated and tenants vacated the Property by the Closing Date.

SELLER:

GAINESVILLE ECONOMIC DEVELOPMENT CORPORATION,
A Texas non-profit corporation



Ryan Morris, President

Date Signed: 10/01/2024

BUYER:

CCR SE Grand 82, LLC
a Texas limited liability company



Steve Schmitz, President

Date: 09/19/2024

Title Company acknowledges receipt of Earnest Money in the amount of \$2,500.00 and a copy of this Contract executed by both Buyer and Seller.

TITLE COMPANY:

HOWETH TITLE COMPANY

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A

Seller's Records

To the extent that Seller has possession of the following items pertaining to the Property, Seller will deliver or make the items or copies of them available to Buyer by the deadline stated in section A.6.:

Land

prior surveys
environmental reports
leases

RESOLUTION NO. 05-20-2025C

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GAINESVILLE, TEXAS; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO THE CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT AND PERFORMANCE AGREEMENT BETWEEN THE CITY OF GAINESVILLE, TEXAS, GAINESVILLE ECONOMIC DEVELOPMENT CORPORATION, AND CCR SE GRAND 82, LLC.

WHEREAS, Company, City, and GEDC entered into that certain Chapter 380 Economic Development Agreement and Performance Agreement dated October 1, 2024; and

WHEREAS, Company has requested City to provide an additional Program Grant for the extension of water and sanitary sewer utilities to the Project Site; and

WHEREAS, the Parties deem it reasonable to amend the Chapter 380 Economic Development Agreement and Performance Agreement.

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

The Mayor is authorized to sign the First Amendment to the Chapter 380 Economic Development Agreement and Performance Agreement between the City of Gainesville, Texas, Gainesville Economic Development Corporation, and CCR SE Grand 82, LLC as shown in Exhibit A.

PASSED AND APPROVED THIS 20TH DAY OF MAY 2025 BY THE FOLLOWING VOTES:

6 AYES, 0 NAYS, 1 ABSENT, 0 ABSTENTIONS

ATTEST:


DIANA ALCALA, CITY SECRETARY


MARY JO DOLLAR, MAYOR PRO TEM


First Amendment to Chapter 380 Economic Development Agreement and Performance Agreement

This First Amendment to the Chapter 380 Economic Development Agreement and Performance Agreement (this “Amendment”) is entered into by and between the CCR SE Grand 82, LLC, a Texas limited liability company (the “Company”), the City of Gainesville, Texas (the “City”), and the Gainesville Economic Development Corporation (the “GEDC”), to be effective on the date upon which the last of all the Parties has approved and duly executed this Amendment (the “Effective Date”). The City, GEDC and Company are sometimes referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, Company, GEDC and City made and entered into that certain Chapter 380 Economic Development Agreement and Performance Agreement dated October 1, 2024 (the “Agreement”); and

WHEREAS, water and sanitary utilities were further away (205 feet and 280 feet respectively) from the site than expected; and

WHEREAS, Company has requested City to provide an additional Program Grant to cover costs for extending water and sanitary sewer utilities to the Project Site.

NOW, THEREFORE, the Parties hereto, in consideration of the terms and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

1. Recitals and Capitalized Terms. The foregoing recitals are true and correct and are hereby incorporated into this Amendment for all purposes. Any capitalized term used in this Amendment and not defined herein shall have the meaning assigned to such term in the Contract.
2. Amendment to the Chapter 380 Economic Development Agreement and Performance Agreement.

Section 3.6 City Utility Reimbursement shall be added to the Agreement as follows:

3.6 Utility Reimbursement.

The City shall reimburse up to \$120,000 to Company upon completion of the installation of the eight-inch (8”), 205-linear foot water line extension; six-inch (6”), 280-linear foot

sanitary sewer line extension; and replace approximately 3,920 square feet of asphalt paving as shown in Exhibit A.

3. Miscellaneous.

- a. Headings. The descriptive headings contained in the Amendment are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.
- b. Authority. Each Party hereto has the full legal authority to execute and deliver this Amendment. In addition, the individuals who execute this Amendment on behalf of each party hereto are authorized to act for and on behalf of such Party and to bind such Party to the terms and provisions hereof; and no additional consents or approvals are required to be obtained by any of the Parties hereto in order to bind such Party to the terms and provisions hereof.
- c. Binding Effect. This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- d. Multiple Counterparts. Multiple copies of this Amendment may be executed by the Parties hereto. Each such executed copy shall have the full force and effect of an original executed instrument. To facilitate execution of this Amendment, the Parties may execute and exchange counterparts of the signature page of this Amendment by facsimile or e-mail, and such facsimile or e-mailed signatures shall be deemed originals for all purposes hereunder.

[Signature Page to Follow]

EXECUTED this 20th day of May 2025.



City of Gainesville

By: [Signature]
Tommy Moore, Mayor

ATTEST:

By: [Signature]
Diana Alcala, City Secretary

APPROVED AS TO FORM:

By: [Signature]
Susan B. Thomas
Asst. City Attorney

EXECUTED this 20th day of May 2025.

Gainesville Economic Development Corporation

By: [Signature]

Name: Ryan Morris

Title: President

EXECUTED this 8th day of July 2025.

CCR SE Grand 82, LLC,

a Texas limited liability company

By:



Name: Steve Schmitz

Title: President

Exhibit A

RESOLUTION NO. 05-20-2025C

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GAINESVILLE, TEXAS; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO THE CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT AND PERFORMANCE AGREEMENT BETWEEN THE CITY OF GAINESVILLE, TEXAS, GAINESVILLE ECONOMIC DEVELOPMENT CORPORATION, AND CCR SE GRAND 82, LLC.

WHEREAS, Company, City, and GEDC entered into that certain Chapter 380 Economic Development Agreement and Performance Agreement dated October 1, 2024; and

WHEREAS, Company has requested City to provide an additional Program Grant for the extension of water and sanitary sewer utilities to the Project Site; and

WHEREAS, the Parties deem it reasonable to amend the Chapter 380 Economic Development Agreement and Performance Agreement.

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

The Mayor is authorized to sign the First Amendment to the Chapter 380 Economic Development Agreement and Performance Agreement between the City of Gainesville, Texas, Gainesville Economic Development Corporation, and CCR SE Grand 82, LLC as shown in Exhibit A.

PASSED AND APPROVED THIS 20TH DAY OF MAY 2025 BY THE FOLLOWING VOTES:

6 AYES, 0 NAYS, 1 ABSENT, 0 ABSTENTIONS



MARY JO DOLLAR, MAYOR PRO TEM

ATTEST:



DIANA ALCALA, CITY SECRETARY



Doc
00005042

Bk
OPR

Vol
2724

Pg
222

Filed for Record in:
Cooke County
On: Jul 28, 2025 at 11:23A

As a
Recordings

Document Number: 00005042

Amount 53.00

Receipt Number - 176829

By:
Bailey Carter

STATE OF TEXAS COUNTY OF COOKE
I hereby certify that this
instrument was filed on the date
and time stamped hereon by me and
was duly recorded in the volume
and page of the named records of:
Cooke County
as stamped hereon by me.

Jul 28, 2025

PAM HARRISON, Cooke County Clerk
Cooke County Clerk