

RESOLUTION NO. 12-06-2016 C

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

WHEREAS, FIRST STATE BANK, has requested that the City of Gainesville, North Central Texas College, North Texas Medical Center, Gainesville Independent School District, and the County of Cooke, enter an agreement for abatement of ad valorem taxes in an area designated by the State of Texas as an enterprise zone of the City of Gainesville, Texas; and

WHEREAS, Section 312.2011 Enterprise Zone, of the State of Texas Tax Code, provides that the designation of an area as an enterprise zone under Chapter 2303, Government Code, constitutes designation of the area as a reinvestment zone; and

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

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

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GAINESVILLE, TEXAS, MEETING IN REGULAR SESSION ON DECEMBER 6, 2016:

Section 1. Name of Resolution.

This resolution shall be known as the **"First State Bank Tax Abatement Agreement Resolution of 2016"**.

Section 2. Findings.

The City Council hereby makes the following findings concerning the Agreement with **First State Bank** which is the subject of this Resolution:

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

of Gainesville Guidelines and Criteria for Tax Abatement and the Property Redevelopment and Tax Abatement Act, Chapter 312, Tex. Tax Code, ("the Act");

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

Section 3. Authorization of Execution.

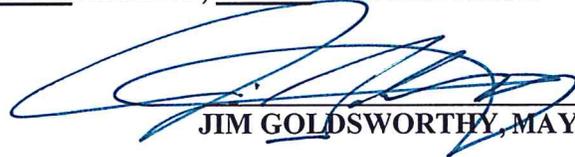
The Mayor is hereby authorized, for and on behalf of the City of Gainesville, Texas, to execute the Tax Abatement Agreement with **First State Bank** on the terms and conditions and for the consideration stated therein.

Section 4. General Authorization.

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

PASSED AND APPROVED THIS 6TH DAY OF DECEMBER 2016 BY THE FOLLOWING VOTE:

6 AYES, 0 NAYS, 1 ABSENT, 0 ABSTENTIONS



JIM GOLDSWORTHY, MAYOR

ATTEST:



CAITLYN HUDDLESTON, CITY SECRETARY



**AGREEMENT FOR DEVELOPMENT AND TAX ABATEMENT
FOR COMMERCIAL TAX ABATEMENT
BETWEEN THE CITY OF GAINESVILLE AND OTHER TAXING UNITS
AND FIRST STATE BANK**

STATE OF TEXAS §
 §
COUNTY OF COOKE §

This Agreement entered into by and between the **CITY OF GAINESVILLE, TEXAS**, a home rule municipal corporation, Cooke County, Texas, acting herein by and through its Mayor, hereinafter referred to as **City**; **North Central Texas College** duly acting herein by and through its Chairman of the Board of Trustees, and **North Texas Medical Center**, duly acting through its Chairman of the Board of Directors, whose agreement is signified by the signature of each entity's duly authorized representative below, hereinafter collectively referred to as **Taxing Units**, and **FIRST STATE BANK**, hereinafter referred to as **Owner**, acting herein by and through its duly authorized officer.

WITNESSETH:

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

WHEREAS, the City Council of the City of Gainesville, Texas, ("Council") on February 17, 2015, adopted Resolution Number 02-17-2015 A establishing guidelines and criteria for granting tax abatement in a reinvestment zone or enterprise zone created within the City of Gainesville. The Council adopted Resolution Number 12-06-2016 B amending the guidelines and criteria for granting tax abatement in a reinvestment zone or enterprise zones created within the City. The Council has adopted and passed a resolution electing to become eligible to participate in tax abatement.

WHEREAS, the Property, more specifically described Exhibit A, is located in an enterprise zone ("Zone") as authorized by the Property Redevelopment and Tax Abatement Act, Chapter 312, Section 312.2011 V.T.C.A, TAX CODE, ("Act"); and

WHEREAS, North Texas Medical Center and North Texas Central College are taxing units, who in accordance with the Act, have established guidelines and criteria for granting tax abatement and who have passed a resolution electing to become eligible to participate in tax abatement; and

WHEREAS, the governing body of each Taxing Unit, prior to executing this Agreement, finds that the terms of the agreement and the property subject to the agreement meet the applicable guidelines and criteria adopted by the governing body; and

WHEREAS, in order to provide for the proper development of the Property (as hereinafter defined) and to aid in the conduct of the operation thereof to the best interest of **Taxing Units** and the **Owner** in accordance with the above-referenced ordinances and statutes, the parties do mutually agree as follows; and

WHEREAS, First State Bank owns said Property and shall build a corporate headquarters building for First State Bank; and

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

Full-time Employees shall mean any employee (excluding temporary or seasonal employees) on the payroll in a budgeted position and having an official scheduled work week of not less than thirty (30) hours or more and that according to company policy is entitled to full benefits.

Baseline Date or Baseline shall mean the date from which **Owner’s** fixture, furniture, employment, and job creation requirements shall be measured, which shall be January 1, 2017.

Full-time Equivalent Employees shall mean the number of forty (40) hour/week schedules on payroll, and is comprised of full and part-time employees. For example, a 20 hour/week employee is equal to 0.5 full-time equivalent. A twenty-four (24) hour/week employee is equal to .625 full-time equivalents. Together, these two employees represent 1.12 full-time equivalents.

Part-time Employees shall mean any employee (excluding temporary or seasonal employees) on the payroll in a budgeted position and having an official scheduled workweek of less than thirty (30) hours and that according to company policy is entitled to limited benefits.

Property shall refer to 2.9 acres of land more or less, more specifically described in Exhibit “A”, attached hereto and incorporated herein by reference. Said, “Property”, together with all fixtures and permanent improvements shall be referred to as the “Premises”.

2. **Grant of Tax Abatement.** In consideration of **Owner’s** construction of a new corporate headquarters building and tangible personal property for the headquarters for a total amount of \$18,000,000, to be completed on or before December 31, 2018 (the date for beginning operation of the facility may be extended by the Owner for one year at the election of the Owner if deemed necessary) with the expectation of the creation and retention of jobs and payroll, as detailed in Section 10, herein below, **Taxing Units** agrees, subject to the terms and conditions contained herein, that the above-described Premises shall be entitled to a ninety percent (90%) exemption from taxation for the increase in value of said Premises over the Base Year (as hereafter defined) for a period of ten (10) years, subject to the terms and conditions of this Agreement, and that

upon the expiration of such time, this Tax Abatement Agreement shall terminate. The tax abatement shall take effect for values of the new facility (headquarters) and new tangible personal property established on January 1, 2019 (January 1, 2020 if Owner elects to extend the beginning date for of the facility). Thereafter the ninety percent (90%) abatement will be in effect for ten (10) years through December 31, 2028 (December 31, 2029 if Owner elects to extend the beginning date for of the facility). **Owner** acknowledges and agrees that the purpose of this Tax Abatement Agreement is to encourage development of the Property, which is located in an enterprise zone. **Owner** agrees to limit the use of the Premises to further said purposes of this Agreement.

- a. The tax abatement shall **not** include the value of the land, inventories, supplies, tools, vehicles, aircraft, housing or boats.

3. **Plans for Improvements.** **Owner** agrees that the site plan, interior and exterior design drawings, specification and materials (hereinafter referred to as “Plans”) for each improvement will be submitted to the **City**, and/or its designated representative, for its approval which approval shall not be unreasonably withheld, which Plans are incorporated herein for all purposes. An official set of Plans will be designated by the **Owner** and kept on file with the **City**.

4. **Compliance with Law.** **Owner** agrees to construct all improvements in accordance with all applicable laws, ordinances, codes, rules, requirements, or regulations, of the City of Gainesville, Cooke County, and the State of Texas, and any subdivision, agency, or authority thereof in effect at the time of development.

5. **Damage or Destruction of Premises.** In the event Premises is damaged by fire, act of God, or any other casualty, the **Owner** shall diligently prosecute such reconstruction, repair, remodel, or renovation of Premises in accordance with the Plans or revised Plans. **Owner** shall notify the **City** within sixty (60) days of such event. If **Owner** decides not to repair, remodel, renovate, or reconstruct the damaged Premises, then the exemption from the taxation as provided for in this Agreement shall cease, the Premises will be taxed at full market value, and **Owner** shall repay to **Taxing Units** the amount of the tax previously abated in prior years.

6. **Responsibility of City.** **City**, by approving Plans or any revised Plans, assumes no liability or responsibility therefore for any defect in any structure constructed, renovated, or repaired from the Plans or approved revised Plans. The relationship between **Taxing Units** and **Owner** at all times shall not be deemed a partnership or joint venture for purposes of this Agreement.

7. **Indemnification.** **Owner** agrees to and shall indemnify and hold harmless and defend **Taxing Units**, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all reasonable expenses of litigation, court costs, and reasonable attorney’s fees, for injury to or death of any person, for damage to the Premises, for any breach of contract, except for a breach by the **Taxing Units**, or its failure to abide by all applicable environmental laws, rules, and regulations arising out of or in connection with **Owner**’s operation and construction of improvements on the Premises.

8. **Taxing Unit's Right of Inspection.** At all reasonable times during the construction of Premises, and following its completion, **Taxing Units** and its respective designees may inspect Premises in order to ensure that all construction, workmanship, materials, and installations involved in or incident to the project are performed in substantial compliance with the approved Plans and that the Premises comply with all of the conditions and the applicable building permits and governmental regulations. **Taxing Units** agrees to provide reasonable notice beforehand of any such request for inspection. Such inspection shall take place at a time and manner as not to materially interfere with construction or with **Owner's** business operations.

9. **Payment of Taxes and Assessments.** **Owner** agrees to pay all ad valorem taxes and assessments that may be owed to **Taxing Units** or any other taxing entity by **Owner** prior to such taxes and / or assessments becoming delinquent; provided that **Owner** shall have the right to contest in good faith the validity or application of any such tax or assessment and shall not be considered in default hereunder so long as such contest is diligently pursued to completion. In the event **Owner** does contest any such tax or assessment, **Owner** shall, nevertheless, promptly pay to **Taxing Units** or any other taxing entity prior to their becoming delinquent taxes, and assessments. If **Owner** undertakes any such contest, it shall so notify **Taxing Units** and keep **Taxing Units** apprised of the status of such contest. Should **Owner** be unsuccessful in such contest, **Owner** shall promptly pay the taxes, penalties, and / or interest, resulting therefrom.

10. **Employment and Payroll.** **Owner** represents that the following employment and payroll figures are correct and agrees to maintain during the term of this Agreement, the specified employment and payroll:

10.1 **Owner** represents that since the Baseline Date, it will construct a headquarters building in and may add new jobs equal to approximately fifty-five (55), full-time equivalent employees (over 10 years) and further agrees to retain the said forty-five (45), full-time equivalents during the term of this Agreement.

10.2 **Owner** represents that the average annual salary of the new jobs will be approximately \$55,000 per employee.

11. **Submission of Reports and / or Inspection and Auditing.**

11.1 The parties herein agree that the **Taxing Units** shall have the right annually to an on-site inspection of the Premises to verify that **Owner** is in substantial compliance with the terms of this Agreement and any modification hereto. **Taxing Units** agrees to provide reasonable notice beforehand of any such request for inspection. Such inspection shall take place at a time and manner as not to materially interfere with **Owner's** business operations. Additionally, **Owner** shall submit to the **Taxing Units**, on an annual basis, the information or reports necessary for the monitoring of the performance criteria established in this Agreement. The submission shall be certified, at **Owner's** expense, by a designated officer of the **Owner**.

11.2 Because of the highly competitive nature of the industry in which **Owner** does business, **Taxing Units** agrees that the reports which **Owner** is required to submit may contain information which **Owner** considers to be valuable proprietary information. As such, **Taxing Units** agrees to keep any and all reports provided by **Owner** as confidential information to the

extent the documents are not public information under the Public Information Act, Chapter 552, TEXAS GOVERNMENT CODE, as amended.

12. **Default.**

12.1 **Capital Investment.** If **Owner** fails to construct the specified improvements as described in Section 2 of this Agreement as of December 31, 2019, then **Taxing Units** may at **Taxing Units'** sole option, terminate this Agreement.

12.2 **Cessation of Operations.** In the event **Owner** ceases operations at the facilities on the Premises within **ten (10)** years from the Baseline Date of this Agreement, **Owner** shall be in default. **Taxing Units** shall provide **Owner** written notice of **Owner's** default. If such default is not cured within thirty (30) days from the date written notice is received by **Owner** from **Taxing Units**, **Taxing Units** may at **Taxing Units'** sole option, terminate Tax Abatement to **Owner** after the date of such default and thereafter require that **Owner** repay taxes previously abated.

12.3 **Lack of Diligence.** **Taxing Units** and **Owner** further agree that, if **Owner** does not diligently, faithfully, and conscientiously pursue the completion of construction on the Premises, in accordance with the Plans (or revised Plans), as provided in this Agreement for tax abatement, **Taxing Units** shall have the right to renegotiate or terminate this Agreement, and **Owner** shall repay to **Taxing Units** the amount of the tax abated in prior years pursuant to the Schedule established in Section 12 herein.

13. **Payment of Taxes after Default.**

13.1 Should the **Owner** be required to pay the **Taxing Units** the taxes that would have been paid to **Taxing Units** had the taxes not been abated under the terms of this Agreement, it shall pay such recaptured taxes plus penalties and interest at the rate provided for delinquent taxes in accordance with V.T.C.A., TAX CODE, SECTION 33.01 as amended and shall be secured by tax liens and collected as provided in the Texas Property Tax Code. Such payment of taxes and interest shall be due within thirty (30) days of **Taxing Units'** termination of this Agreement and notification to **Owner** for the termination of this Agreement and of the amount of taxes and interest due or **Owner's** uncured default following notice. The taxes and interest are delinquent and incur penalties as provided by law for ad valorem taxes imposed by **Taxing Units** if not paid before February 1 of the year following the date on which the termination of this Agreement occurs or the date of **Owner's** uncured default following notice, as applicable.

13.2 If **Owner** believes that such termination is improper, **Owner** may file suit in the Cooke County district courts appealing such termination within sixty (60) days after the written notice of the termination by the **Taxing Units**. If an appeal suit is filed, **Owner** shall remit to the **Taxing Units**, within such sixty (60) days after the notice of termination, any additional and/or recaptured taxes as may be payable during the pendency of the litigation pursuant to the payment provisions of SECTION 42.08, TEXAS TAX CODE. If the final determination of the appeal increases **Owner's** tax liability above the amount of tax paid, **Owner** shall remit the additional tax to the **Taxing Units** pursuant to SECTION 42.42, TEXAS TAX CODE. If the final determination of the appeal decreases **Owner's** tax liability, the **Taxing Units** shall refund to

Owner the difference between the amount of tax paid and the amount of tax for which the **Owner** is liable pursuant to SECTION 42.43, TEXAS TAX CODE.

14. **Certifications.** **Owner** shall certify in writing to **Taxing Units** that all construction of the improvements to the Premises has been completed in accordance with the approved Plans. After receipt of this certification, **Taxing Units** shall make a final inspection of Premises to verify whether Premises have been constructed in compliance with this Agreement; and that upon so finding, **Taxing Units** shall issue a Certificate of Compliance.

15. **Application of Abatement.** The tax exemption provided for by the Agreement shall exempt the value of the buildings, and the other permanent improvements. Taxes on personal property as allowed by Section 2 of this agreement shall also be abated, but only those items of personal property furnished to the Appraisal District, no later than December 31, annually. This tax abatement shall apply to the value of the Premises over and above the certified value of the Property for the 2017 tax year (herein the Base Year). Such abatement shall be effective for the years 2019 through December 31, 2028, subject to the limitations provided herein.

16. **Determining Taxable Value.** The Chief Appraiser of the Cooke County Appraisal District shall determine (i) the taxable value of the real and personal property comprising the Premises taking into consideration the abatement provided by this Agreement; and (ii) the full taxable value without abatement of the real and personal property comprising the Premises. The Chief Appraiser shall record both the abated taxable value and the full taxable value in the records. The full taxable figure listed in the appraisal records shall be used to compute the amount of abated taxes that are required to be recaptured and paid in the event this Agreement is terminated in a manner that results in recapture. Each year the **Owner** shall furnish the Chief Appraiser with such information outlined in Chapter 22, TEXAS TAX CODE, as amended, as may be necessary for the administration of this Agreement.

17. **Representation.** **Owner** represents and warrants that no member of the Gainesville City Council, the Gainesville Planning and Zoning Commission, the North Central Texas College Board, or the North Texas Medical Center Board has an interest in the Premises or the Property and that the same are not owned or leased by any member of the Gainesville City Council, the Gainesville Planning and Zoning Commission, North Central Texas College Board, or the North Texas Medical Center Board. **Owner** further represents that no member of the Gainesville City Council is under contract either directly or indirectly with **Owner**, **Owner's** agents, contractors, or subcontractor. This representation and warranty shall be in effect for the full term of this agreement.

18. **Term.** The term of this Agreement shall be from date of execution through December 31, 2028 or December 31, 2029 (if **Owner** request one-year extension).

19. **Miscellaneous.**

19.1 **Attorney's Fees.** If on account of any breach or default by either party to this Agreement of their obligations under the terms, conditions, or covenants of the Agreement, it shall be necessary for either party to employ an attorney or attorneys to enforce or defend any of the rights or remedies hereunder, and should such party prevail, the prevailing party shall be

entitled to any reasonable attorney's fees, costs, or expenses incurred by it in connection therewith.

19.2 **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under the present or future laws effective while this Agreement is in effect, such provision shall be automatically deleted from this Agreement and the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected thereby; and in lieu of such deleted provision, there shall be added automatically as part of this agreement a provision that is similar in terms and substance to such deleted provision as may be possible and yet be legal, valid, and enforceable. The failure of one or more **Taxing Units** to approve this agreement does not affect the legality, validity or enforceability of this agreement for the agreeing **Taxing Units** and **Owner**.

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

19.4 **Prior Agreements Superseded.** This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

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

19.6 **Rights and Remedies Cumulative.** The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all of their remedies. Said rights and remedies are given in addition to any other rights the parties may have according to law, statute, ordinance or otherwise.

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

19.8 **Assignment.** **Owner** may not assign in this Agreement, either collectively or individually, without the prior written consent of the **Taxing Units**, which consent shall not unreasonably be withheld or delayed; provided however, that **Owner** may assign this Agreement to an Affiliate or to a party which acquires all or substantially all of the capital stock of **Owner**, upon written notice to the **Taxing Units** but without the requirement of prior consent, so long as the Assignee has a net worth equal to that of **Owner** as of the date of this Agreement, and further so long as there is no resulting reduction in the gross payroll and capital investments commitments hereunder. A change in ownership in a single transaction of fifty-one (51%) of the stock of **Owner**, or the transfer of ownership of **Owner** to a third party other than as specified above, shall be considered an assignment for purposes of this paragraph. An assignment as

prohibited above shall cause this Agreement to terminate immediately and the exemption from taxation as provided herein shall cease. Such assignment shall, however not be considered a violation of this Agreement as to require the recapture of any taxes previously abated herein.

19.9 **Binding.** This Agreement is binding on the parties herein their successor, assigns, parent corporations, and subsidiaries.

19.10 **Authority to Act.** The parties to this Agreement shall provide proof of authorization to execute this document.

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

To Owner: First State Bank
801 E. California
Gainesville, TX 76240
Attn: Ryan Morris, CEO

To City: City of Gainesville
200 S. Rusk
Gainesville, TX 76240
Attn: City Manager

To Hospital: North Texas Medical Center
1900 Hospital Blvd
Gainesville, TX 76240
Attn: Hospital Administrator

To College: North Central Texas College
1525 W. California
Gainesville, TX 76240
Attn: College President

The parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in multiple counterparts, each of equal dignity.

SIGNATURE PAGES FOLLOW:

FIRST STATE BANK

By: Ryan Morris
Ryan Morris, CEO

Date: 12-7-16

ATTEST:

Secretary

STATE OF TEXAS §
 §
COUNTY OF COOKE §

ACKNOWLEDGEMENT

Before me, the undersigned authority, on this day personally appeared Ryan Morris, who is the Chief Executive Officer of First State Bank on behalf of institution, known to me to be the other person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed.

Given under my hand seal of office on this 7th day of December 2016.

Jennifer McPherson
Notary Public in and for the State of Texas



notary id # 01082340-6

CITY OF GAINESVILLE

By: [Signature]
Jim Goldsworthy, Mayor

Date: December 6, 2016

ATTEST:

[Signature]
Caitlyn Huddleston, City Secretary

APPROVED:

[Signature]
Belvin Harris, City Attorney

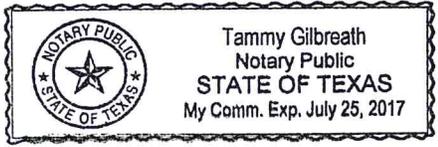
STATE OF TEXAS §
 §
COUNTY OF COOKE §

ACKNOWLEDGEMENT

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

Given under my hand seal of office on this 6 day of Dec 2016.

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



COOKE COUNTY, TEXAS

By: _____
Jason Brinkley, County Judge

Date: _____

ATTEST:

Secretary

STATE OF TEXAS §
§
COUNTY OF COOKE §

ACKNOWLEDGEMENT

Before me, the undersigned authority, on this day personally appeared Jason Brinkley, as County Judge of Cooke County, Texas, on behalf of said county known to me to be the other person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed.

Given under my hand seal of office on this _____ day of _____ 2016.

Notary Public in and for the State of Texas

NORTH CENTRAL TEXAS COLLEGE

By: *Karla Metzler*
Karla Metzler, Chairman of the Board

Date: 3-1-17

ATTEST:

Fatsy L. Horn
Secretary

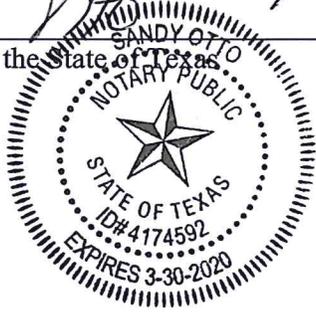
STATE OF TEXAS §
 §
COUNTY OF COOKE §

ACKNOWLEDGEMENT

Before me, the undersigned authority, on this day personally appeared Karla Metzler, as Chairman of the Board, North Central Texas College, on behalf of said college, known to me to be the other person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed.

Given under my hand seal of office on this 1st day of March 2017 2016.

Sandy Otto
Notary Public in and for the State of Texas



NORTH TEXAS MEDICAL CENTER

By: Robbie Baugh
Robbie Baugh, President, Board of Directors

Date: 12/19/16

ATTEST:

Lyne Peter
Secretary

STATE OF TEXAS §
 § ACKNOWLEDGEMENT
COUNTY OF COOKE §

Before me, the undersigned authority, on this day personally appeared Robbie Baugh, as President of the Board of Directors of the North Texas Medical Center, on behalf of said hospital, known to me to be the other person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed.

Given under my hand seal of office on this 19th day of December 2016.

Christy L. Daugherty
Notary Public in and for the State of Texas

EXHIBIT "A"
2.900 Acres
126,337 Square Feet
J. Walker Survey, A-1151
Cooke County, Texas

Field note to all that certain tract or parcel of land situated in the J. Walker survey, Abstract Number 1151, Cooke County, Texas, being a portion of a called 0.328 acre tract of land described in the deed to Clear Creek Retail, LLC, as recorded in Volume 2063, Page 22, of the deed records of Cooke County, Texas, a portion of a called 2.737 acre tract of land described in the deed to Clear Creek Retail, LLC, as recorded in Volume 1967, Page 436, of said deed records, and also a portion of a called 1.833 acre tract of land described in the deed to Clear Creek Retail, LLC, as recorded in Volume 1967, Page 436, of said deed records, and being more particularly described as follows:

Beginning at a ½" capped iron rod set for corner in the east line of International Highway Number 35, at the north corner of said 0.328 acre tract and the northwest corner of said 2.737 acre tract, also being the southwest corner of the Menzie addition, as shown on the plat thereof recorded in cabinet b, slide 244, of the plat records of Cooke County, Texas;

Thence south 89°58'00" east with the north line of said 2.737 acre tract and the south line of said Menzie addition a distance of 454.36' to a ½" bent iron rod found for corner in the west line of a concrete roadway under apparent public use posted as Refinery Road, at the northeast corner of said 2.737 acre tract and the southeast corner of said Menzie addition;

Thence south 00°14'44" east with the east line of said 2.737 acre tract part, and said west line, a distance of 312.88' to a capped iron rod set for corner;

Thence south 00°16'36" east with the east line of said 1.833 acre tract, and said west line, a distance of 86.60' to a capped iron rod set for corner at the southeast corner of the herein described tract;

Thence south 89°52'46" west departing the east line of said 1.833 acre tract a distance of 131.21' to a capped iron rod set for corner;

Thence north 00°07'14" west a distance of 154.24' to a capped iron rod set for corner;

Thence south 89°43'06" west a distance of 277.25' to a capped iron rod set for corner in the east line of said international highway number 35 and the west line of said 0.328 acre tract;

Thence north 10°50'41" west with the east line of said International Highway Number 35 and the west line of said 0.328 acre tract a distance of 251.63' to the point of beginning and enclosing 2.900 acres, or 126,337 square feet of land, more or less.