

**RESOLUTION NO. 05-05-2015 F**

**A RESOLUTION MAKING FINDINGS AND APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF GAINESVILLE, TEXAS, AND CULBERSON APARTMENTS, LTD. THROUGH THEIR GENERAL PARTNER ORISON HOLDINGS, LLC; PROVIDING FOR AD VALOREM TAX ABATEMENT FOR SAID BUSINESS WITHIN REINVESTMENT ZONE NUMBER 18 (EIGHTEEN) 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, ORISON HOLDINGS, LLC**, 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 Ordinance as Reinvestment Zone No. 18 (Eighteen) of the City of Gainesville, Texas; 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 APRIL 7, 2015:**

***Section 1. Name of Resolution.***

This resolution shall be known as the **"Orison Holdings, LLC Tax Abatement Agreement Resolution of 2015"**.

***Section 2. Findings.***

The City Council hereby makes the following findings concerning the Agreement with **Culberson Apartments Ltd., through their general partner Orison Holdings, LLC**, which is the subject of this Resolution:

1. All required notices have been given to the taxing units to be included in the agreement;
2. The 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");

3. The real property to be included in the tax abatement agreement, which is described in Exhibit "A" of the Tax Abatement Agreement attached to this Resolution, is entirely within an area previously designated as Reinvestment Zone No. 18 (Eighteen) of the City of Gainesville;

**Section 3. Authorization of Execution.**

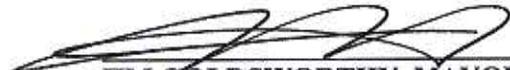
The Mayor is hereby authorized, for and on behalf of the City of Gainesville, Texas, to execute the Tax Abatement Agreement with **CULBERSON APARTMENTS, LTD., through their general partner ORISON HOLDINGS, LLC**, on the terms and conditions and for the consideration stated therein.

**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 5<sup>TH</sup> DAY OF MAY 2015 BY THE FOLLOWING VOTE:**

  7   AYES,   0   NAYS,   0   ABSENT,   0   ABSTENTIONS

  
JIM GOLDSWORTHY, MAYOR

ATTEST:

  
CAITLYN HUDDLESTON, CITY SECRETARY



**AGREEMENT FOR DEVELOPMENT AND TAX ABATEMENT  
IN REINVESTMENT ZONE NUMBER 18 FOR RESIDENTIAL TAX ABATEMENT  
BETWEEN THE CITY OF GAINESVILLE AND OTHER TAXING UNITS AND  
CULBERSON APARTMENTS, LTD.**

STATE OF TEXAS           §  
  §  
COUNTY OF COOKE       §

This Agreement (this "Agreement") is entered into by and among the **CITY OF GAINESVILLE, TEXAS**, a home rule municipal corporation, Cooke County, Texas, duly acting herein by and through its Mayor, hereinafter referred to as **City**; the **County of Cooke, Texas**, duly acting herein by and through its County Judge; **North Central Texas College**, duly acting herein by and through its Chairman of the Board of Trustees; and **North Texas Medical Center**, duly acting herein by and 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 the **Taxing Units**, and **Culberson Apartments, Ltd.**, a Texas limited partnership, hereinafter referred to as **Company**, 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 their respective geographic boundaries by offering economic and other incentives to prospective new, developing, and expanding businesses; and

**WHEREAS**, the City Council of the City of Gainesville, Texas (the "Council"), on February 17, 2015 passed Resolution Number 02-17-2015A establishing guidelines and criteria for granting tax abatement in a reinvestment zone created within the City of Gainesville. The Council has adopted and passed a resolution electing to become eligible to participate in tax abatement. Subsequently, the Council, by ordinance, established Reinvestment Zone Number 18 for Residential Tax Abatement, City of Gainesville, Texas (the "Reinvestment Zone") as authorized by the Property Redevelopment and Tax Abatement Act, Chapter 312, V.T.C.A, TAX CODE, (the "Act"), and the legal description of the Reinvestment Zone is attached hereto as **Exhibit A** and incorporated herein by reference for all purposes; and

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

**WHEREAS**, **Company** is leasing an approximately 9.14-acre parcel of land described on **Exhibit B** attached hereto (the "Land"), which parcel is owned by the **City of Gainesville, Texas** and leased by **Company**; and

**WHEREAS**, the Land is located within Reinvestment Zone 18; and

**WHEREAS**, **Company** intends to construct a multifamily residential complex on the Land; and

**WHEREAS**, the **Taxing Units** desire to eliminate the impairments that retard the provision of housing accommodations and/or economic or social liability; and stimulate investment and economic development within the Reinvestment Zone in accordance with the above-referenced ordinances and statutes; and

**WHEREAS**, the **Taxing Units** have established guidelines and criteria governing tax abatement agreements and adopted a resolution stating that the taxing unit elects to become eligible to participate in tax abatements.

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

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

**Code** means the Texas Tax Code, as amended.

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

**Force Majeure** means a failure caused by (a) provisions of law, or the operation or effect of rules, regulations or orders promulgated by any governmental authority having jurisdiction over **Company**, the Project Facility or the Existing Improvements or any upstream, intermediate or downstream equipment or support facilities as are necessary to the operation of the Project Facility or the Existing Improvements; (b) any demand or requisition, arrest, order, request, directive, restraint or requirement of any government or governmental agency whether federal, state, military, local or otherwise; (c) the action, judgment or decree of any court; (d) floods, tornadoes, hailstorms, hurricanes, evacuation due to threats of hurricanes, lightning, earthquakes, washouts, high water, fires, acts of God or public enemies, wars (declared or undeclared), blockades, epidemics, riots or civil disturbances, insurrections, strikes, labor disputes (it being understood that nothing contained in this Agreement shall require **Company** to settle any such strike or labor dispute), explosions, breakdown or failure of plant, machinery, equipment, lines of pipe or electric power lines (or unplanned or forced outages or shutdowns of the foregoing for inspections, repairs or maintenance), inability to obtain, renew or extend franchises, licenses or permits, loss, interruption, curtailment or failure to obtain electricity, gas, steam, water, wastewater disposal, waste disposal or other utilities or utility services, inability to obtain or

failure of suppliers to deliver feedstock, raw materials, equipment, parts or materials, or inability of **Company** to ship, or failure of carriers to transport to or from **Company's** facilities, products (finished or otherwise), feedstock, raw materials, equipment, parts or material; or (e) any other cause (except financial), whether similar or dissimilar, over which **Company** has no reasonable control and which forbids or prevents performance.

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

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

**Ineligible Property** shall mean:

- (a) land;
- (b) inventories or supplies;
- (c) tools;
- (d) vehicles;
- (e) aircraft;
- (f) boats;
- (g) hotel accommodations;
- (h) motel accommodations;
- (i) property owned by the State of Texas or any state agency; and
- (j) property owned or leased by a member of any of the **Taxing Units** governing bodies.

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

**Project Facility** means an multifamily residential complex with at least 144 units, swimming pool and leasing office along with Eligible Personal Property. The elevations for the apartment shall be substantially the same as shown on **Exhibit C** attached hereto.

2. **Grant of Tax Abatement.** In consideration of **Company's** substantial completion of the construction, erection and/or installation of the Project Facility on or before December 31, 2017, for a total estimated investment cost upon completion of at least \$10,000,000, and with the expectation of the creation and retention of jobs as detailed in Section 8, the **Taxing Units** agree,

subject to the terms and conditions contained herein, that the Project Facility shall be entitled to a ninety percent (90%) exemption and abatement of the taxable value of the Project Facility from real and personal property taxation for a period of five (5) years beginning on the Abatement Commencement Date, a seventy percent (70%) exemption and abatement of the taxable value of the Project Facility from real and person property taxation for a period of 3 years thereafter and a fifty percent (50%) exemption and abatement of the taxable value of the Project Facility from real and personal property taxation for two (2) years thereafter (all 10 years, consecutively, the "Abatement Period") which Abatement Period shall have a commencement date (the "Abatement Commencement Date"), at Company's option, of (i) January 1, 2017 and an expiration date of December 31, 2026 or (ii) January 1, 2018 and an expiration date of December 31, 2027. Company shall exercise such option to select the Abatement Commencement Date by giving written notice thereof to the **Taxing Units**. The **Company** acknowledges and agrees that the purpose of this Agreement is to encourage the development of the Land and the Reinvestment Zone with a multifamily residential complex.

3. **Compliance with Law.** **Company** agrees to construct, erect and/or install the Project Facility in material compliance 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.

4. **Relationship of the Parties.** The relationship between the **Taxing Units** and **Company** at all times shall not be deemed a partnership or joint venture for purposes of this Agreement.

5. **Indemnification.** **Company** agrees to and shall indemnify and hold harmless and defend the **Taxing Units**, and their respective officers, directors, agents and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all reasonable expenses of litigation, court costs, and reasonable attorney's fees, arising from (i) injury to or death of any person at the Project Facility or damage to the Project Facility, on or after the Acquisition Date, except for and to the extent any such injury, death or damage caused by any of the **Taxing Units** or their respective officers, directors, agents or employees, (ii) any material breach of the terms of this Agreement by **Company**, or (iii) **Company's** failure to abide by all environmental laws, rules, and regulations applicable to **Company's** construction and operation of the Project Facility, except to the extent that any release of hazardous substances on or about the Premises or any violation of any such environmental law, rules or regulations is caused by any of the **Taxing Units** or their respective officers, directors, agents or employees.

6. **Taxing Units' Right of Inspection.** Employees and/or designated representatives of the **Taxing Units** will have reasonable access to the Reinvestment Zone during the term of this Agreement to inspect the Project Facility to determine if the terms and conditions of this Agreement are being met. All inspections will be made only after giving at least five (5) days' prior written notice to **Company** and will only be conducted in such manner as to not unreasonably interfere with the construction and/or operation of the Project Facility. All inspections will be made with one or more representatives of **Company** and in accordance with the **Company's** safety standards for the Project Facility. The provisions of this Section 6 shall not apply to any inspections by the City pursuant to any of its municipal codes, including, without limitation, its building code, property maintenance code and fire code.

7. **Payment of Taxes and Assessments.** **Company** agrees to pay all ad valorem taxes and assessments that may be owed to the **Taxing Units** or any other taxing entity by **Company** prior to such taxes and/or assessments becoming delinquent; provided, however, that **Company** shall have the right to protest and/or appeal (including, but not limited to, under Chapters 41 and 42 of the Code), or otherwise 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 protest, appeal or contest is diligently pursued to completion. In the event **Company** does protest, appeal or otherwise contest any such tax or assessment, **Company** shall, nevertheless, promptly pay to the **Taxing Units** prior to their becoming delinquent the amount of such taxes or assessments required by Section 42.08(b) of the Code. Upon completion of any such protest, appeal or other contest, **Company** shall promptly pay the **Taxing Units** any taxes, penalties, and/or interest resulting therefrom (including, but not limited to, under Section 42.42 of the Code).

8. **Adjustment of Abatement Under Certain Circumstances.**

8.1 During the period beginning on the Abatement Commencement Date and ending on the December 31<sup>st</sup> immediately following the Abatement Commencement Date, **Company** or **Company's** property management company will add at the Project Facility in the Reinvestment Zone new jobs equal to 2 Full-time Equivalent Employees.

8.2 In the event that **Company** fails to satisfy its obligations under Section 8.1 with respect to any portion of any applicable calendar year during the Abatement Period for any reason other than Force Majeure, then each of the **Taxing Units** may, at its election and upon written notice to **Company**, suspend the tax abatement provided for in Section 2 for the next occurring calendar year during the Abatement Period.

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

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

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

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

## 10. Default.

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

- (a) **Company** fails to substantially complete construction, erection and/or installation of the Project Facility (with an investment cost upon completion of at least \$10,000,000), which shall include only the actual costs of construction of the Project Facility and any costs of engineering, designing and surveying on or before December 31, 2017;
- (b) **Company** fails to comply in any material way with any of its obligations under Section 7; or
- (c) The Project Facility is completed and begins leasing/renting apartments, but thereafter **Company** (i) stops leasing/renting apartments and/or (ii) sells, disposes, or otherwise removes or transfers from the Project Facility, improvements and tangible personal property representing twenty-five percent (25%) or more of the invested cost of all improvements and tangible personal property located at the Project Facility.

10.2 **Notice of Default; Cure Period.** In the event the **Taxing Units** determine **Company** is in Default, as defined in Section 10.1 above, the **Taxing Units** shall notify **Company** in writing of the circumstance or event constituting such Default and the **Taxing Units** may terminate this Agreement if such Default is not cured within sixty (60) days of such notice (the "Cure Period"); provided that with respect to Section 10.1(b) above, payment of the amount due during the Cure Period removes such an event as a Default; provided further, however, that in the case of a Default described in Section 10.1(a) or (c) above that is caused by Force Majeure and which cannot with due diligence be cured by commercially reasonable efforts within such sixty-day period, the Cure Period shall be deemed extended if: (i) the **Company** promptly advises the **Taxing Units** of **Company's** intention to institute all steps reasonably necessary to cure such Default, and (ii) **Company** institutes, and thereafter prosecutes to completion with reasonable dispatch, all commercially reasonable efforts necessary to cure such Default.

## 11. Payment of Taxes after Default.

11.1 If this Agreement is terminated by the **Taxing Units** under Section 10, the **Taxing Units** shall be entitled to recapture any property taxes which have previously been abated as a result of this Agreement and except as otherwise provided in Section 11.2 below, such taxes must be paid to the **Taxing Units** within sixty (60) days after the date the **Taxing Units** provide **Company** with written notice of termination; provided, however, that in the case of a Default described in Section 10.1(a) or (c) above that is caused by Force Majeure, and notwithstanding anything contained in this Agreement to the contrary, the **Taxing Units** shall not be entitled to recapture any property taxes which have been abated as a result of this Agreement prior to

delivery of such written notice of termination. [Note: Tax Code Sec. 312.205 only requires full recapture for failure to make the improvements required by an agreement.]

11.2 If **Company** believes that such termination is improper, **Company** may file suit in the Cooke County district courts appealing such termination within sixty (60) days after the written notice of the termination by the **Taxing Units**. If an appeal suit is filed, **Company** 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 of the Code. If the final determination of the appeal increases **Company's** tax liability above the amount of tax paid, **Company** shall remit the additional tax to the **Taxing Units** pursuant to Section 42.42 of the Code. If the final determination of the appeal decreases **Company's** tax liability, the **Taxing Units** shall refund to **Company** the difference between the amount of tax paid and the amount of tax for which the **Company** is liable pursuant to Section 42.43 of the Code.

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

13. **Representation.** **Company** represents and warrants that to **Company's** actual knowledge as of the date hereof (i) no member of the Gainesville City Council, the Gainesville Planning and Zoning Commission, the Gainesville Economic Development Corporation, the Cooke County Commissioners Court, the County Judge, the North Central Texas College Board, or the North Texas Medical Center Board has an interest in the Land or the Project Facility, and (ii) none of the Land or the Project Facility is owned or leased by any member of the Gainesville City Council, the Gainesville Planning and Zoning Commission, the Gainesville Economic Development Corporation, the Cooke County Commissioners Court, County Judge, North Central Texas College Board, or the North Texas Medical Center Board; provided, however, that the City of Gainesville is the owner of the Land and is leasing the Land to **Company**. **Company** further represents that to **Company's** actual knowledge as of the date hereof no member of the Gainesville City Council is under contract, either directly or indirectly, with **Company**, **Company's** agents, contractors, or subcontractor.

14. **Miscellaneous.**

14.1 **Attorney's Fees.** Each of the parties hereto shall pay its own costs and expenses relating to this Agreement, including, but not limited to, its costs and expenses of the negotiations leading up to this Agreement, and of its performance and compliance with this Agreement. In the event of a dispute between or among any of the parties in connection with

this Agreement, the prevailing party or parties in the resolution of any such dispute, by litigation, shall be entitled to full recovery of all attorneys' fees, costs and expenses incurred in connection therewith, including costs of court, from the non-prevailing party or parties.

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

14.3 **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.

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

14.5 **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.

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

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

14.8 **Assignment.** **Company** may not assign this Agreement, either in whole or in part, without the prior written consent of the **Taxing Units**, which consent shall not be unreasonably withheld, delayed or conditioned; provided, however, that **Company** may assign this Agreement, in whole or in part, to (i) an Affiliate (as hereinafter defined) that is an owner or owner of the Project Facility, or a portion thereof, upon written notice to the **Taxing Units**, but without the requirement of prior consent, or (ii) a third party that is not an Affiliate and which acquires all or substantially all of the assets of, or membership interests in, **Company**, upon written notice to the **Taxing Units**, but without the requirement of prior consent, so long as such

third party (A) has a net worth equal to that of **Company** as of the date of this Agreement, and (B) irrevocably and unconditionally assumes all the duties and obligations of the assignor upon the same terms and conditions as set out in this Agreement. Notwithstanding the foregoing, transfers of up to forty-nine percent (49%) of the direct or indirect ownership interests in Company shall be permitted without the requirement of prior consent of, or notice to the Taxing Units. A change in ownership in a single transaction of fifty-one percent (51%) or more of the stock of, or other ownership interest in **Company**, or the transfer of ownership of **Company** to a third party other than as specified above, shall be considered an assignment for purposes of this Section. In addition, Company may collaterally assign its interest in this Agreement to any Leasehold Mortgagee, without the requirement of the prior consent of the Taxing Units, and Leasehold Mortgagee (including any subsidiary or affiliate thereof) may acquire Company's leasehold interest in the Project Facility via foreclosure of deed-in-lieu and receive the benefits of this Agreement without the prior written consent of the Taxing Units. An assignment as prohibited above shall cause this Agreement to terminate immediately and the exemption from taxation as provided herein shall cease, but shall not be considered a violation of this Agreement as to require the recapture of any taxes previously abated hereunder. For purposes hereof, an "Affiliate" shall mean any person or entity controlling, controlled by or under common control with **Company**. For purposes hereof, "Leasehold Mortgagee" shall mean any lender of Company with a mortgage lien encumbering Company's leasehold interest in the Project Facility.

**14.9 Estoppel Certificate.** Upon written request by Company to the Taxing Units, not more than three (3) times in any calendar year, the Taxing Units will provide Company (and Company's lender or purchaser, as applicable) with a certificate stating, as of the date of the certificate, (i) whether this Agreement is in full force and effect and, if Company is in breach of this Agreement, the nature of the breach; (ii) a statement as to whether this Agreement has been amended and, if so, the identity of each amendment; and (iii) any other factual matters reasonably requested that relate to this Agreement.

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

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

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

To Company: Culberson Apartments, Ltd.  
525 S. Loop 288  
Denton, TX 76205  
Attn: Brandon Martino

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

To County: Cooke County, Texas  
Cooke County Courthouse  
Gainesville, TX 76240  
Attn: Cooke County Judge

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

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

**[SIGNATURE PAGES FOLLOW]**

**CULBERSON APARTMENTS, LTD.,  
a Texas limited partnership**

**By: Orison Holdings, L.L.C.,  
a Texas limited liability company,  
its general partner**

By:   
**Brandon Martino, Managing Member**

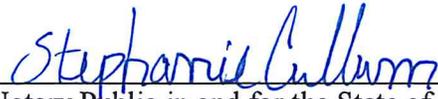
Date: 7-13-15

STATE OF TEXAS           §  
  §           **ACKNOWLEDGEMENT**  
COUNTY OF DENTON   §

Before me, the undersigned authority, on this day personally appeared Brandon Martino, Managing Member of Orison Holding LLC, a Texas limited liability company, the General Partner of Culberson Apartments, Ltd., a Texas limited partnership, on behalf of company and partnership, 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 13<sup>th</sup> day of July 2015.



  
Notary Public in and for the State of Texas

CITY OF GAINESVILLE

By: [Signature]  
Jim Goldsworthy, Mayor

Date: 7/16/2015

ATTEST:

[Signature]  
Caitlyn Huddleston, City Secretary



APPROVED:

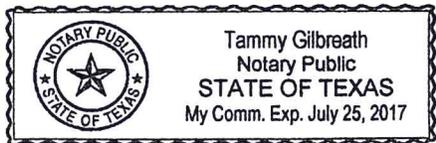
[Signature]  
Belvin Harris, City Attorney

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 16<sup>th</sup> day of July 2015.



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

COOKE COUNTY, TEXAS

By: [Signature]  
Jason Brinkley, County Judge

Date: 5/26/15

ATTEST:

[Signature]  
Secretary

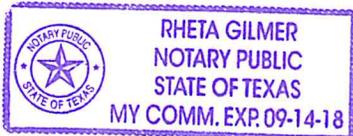


STATE OF TEXAS       §  
                                  §       ACKNOWLEDGEMENT  
COUNTY OF COOKE   §

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 26<sup>th</sup> day of May 2015.

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



**NORTH CENTRAL TEXAS COLLEGE**

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

Date: 6-30-15

**ATTEST:**

*Christy Moins*  
**Secretary**

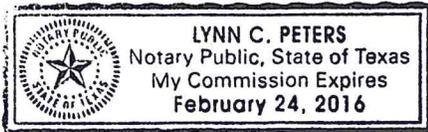
**STATE OF TEXAS       §  
                                  §  
COUNTY OF COOKE   §**

**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 30 day of June 2015.

*Lynn C. Peters*  
Notary Public in and for the State of Texas



**NORTH TEXAS MEDICAL CENTER**

By: *Diana Eichenberger*  
**Diana Eichenberger**  
**President, Board of Directors**

Date: 6-22-2015

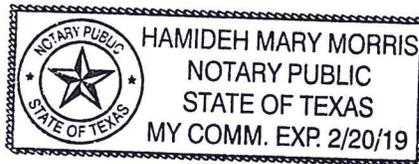
ATTEST: *Robin Brough*  
**Secretary**

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

Before me, the undersigned authority, on this day personally appeared Diana Eichenberger, 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 22<sup>nd</sup> day of June 2015.

*Hamideh Mary Morris*  
Notary Public in and for the State of Texas



**EXHIBIT "A"**  
**LEGAL DESCRIPTIONS OF LAND INCLUDED IN REINVESTMENT ZONE NO. 18**  
**BOUNDARY DESCRIPTIONS INCLUDING PARCELS**  
**LOCATED WITHIN THE CITY LIMITS OF GAINESVILLE AT LOCKE FIELD,**  
**9.14 ACRES BORDERED BY S CULBERSON, W GARNETT, AND S WEAVER.**

**PARCEL ONE – 9.14 ACRES**

All that certain tract or parcel of land situated in the B. F. Carpenter Survey Abstract 228, City of Gainesville, Cooke County, Texas being part of a tract described in a deed to H. Myrick recorded in Volume 23, page 620 of the Cooke County Deed Records, part of a tract described in a deed conveyed to the City of Gainesville recorded in Volume 70, page 147 of said Deed Records, part of a tract described in a deed conveyed to the City of Gainesville recorded in Volume 80, page 450 of said Deed Records, part of a tract described in a deed to the City of Gainesville recorded in Volume 299, page 199 of said Deed Records, further being part of the Stanford Addition as shown by the Plat recorded in Cabinet A, Slid 342B of the Cooke County Plat Records, and being more particularly described as follows:

BEGINNING at a set steel pin on the East line of said Addition, common the West line of Weaver Street, said point being North 00 degrees 18 minutes 31 seconds West, a distance of 179.25 feet from the Southeast corner of said Addition, at the intersection of the North line of Garnett Street with said East line of Weaver Street;

THENCE South 87 degrees 54 minutes 06 seconds West, a distance of 382.29 feet to a set steel pin;

THENCE South 00 degrees 38 minutes 12 seconds East, a distance of 169.49 feet to a set steel pin on the South line of said Addition, common to said North line of Garnett Street;

THENCE South 89 degrees 21 minutes 48 seconds West, a distance of 208.61 feet to a set steel pin at the Southwest corner of said Addition, at the intersection of said North line of Garnett Street with the East line of Culberson Street;

THENCE North 14 degrees 36 minutes 30 seconds West, with said East line of Culberson Street, common to the West line of said Addition, passing the Northwest corner of said Addition, and continuing a total distance of 777.68 feet to a found steel pin at the Southwest corner of 5.00 acre lease tract described in Volume 979, page 479 of the Cooke County Official Public Records;

THENCE South 88 degrees 47 minutes 19 seconds East, a distance of 467.09 feet to a set steel pin;

THENCE South 01 degree 12 minutes 41 seconds West, a distance of 105.17 feet to a set steel pin;

THENCE South 77 degrees 29 minutes 47 seconds East, along a curb part-way, continuing a total distance of 259.53 feet to a set steel pin;

THENCE North 89 degrees 41 minutes 29 seconds East, a distance of 64.61 feet to a set steel pin on said West line of Weaver Street;

THENCE South 00 degrees 18 minutes 31 seconds East, with said West line of Weaver Street, passing the Northeast corner of said Addition, continuing a total distance of 395.88 feet to the point of beginning containing 9.14 acres of land.

**EXHIBIT "B"**  
**SURVEY AND FIELD NOTES OF LAND INCLUDED IN REINVESTMENT ZONE NO. 18**  
**BOUNDARY DESCRIPTIONS INCLUDING PARCELS**  
**LOCATED WITHIN THE CITY LIMITS OF GAINESVILLE AT LOCKE FIELD,**  
**9.14 ACRES BORDERED BY S CULBERSON, W GARNETT, AND S WEAVER.**

B. F. CARPENTER SURVEY ABSTRACT 228

FIELD NOTES TO 9.14 ACRES IN THE B. F. CARPENTER SURVEY ABSTRACT 228, CITY OF GAINESVILLE, COOKE COUNTY, TEXAS

All that certain tract or parcel of land situated in the County of Cooke, Texas, being part of a tract described in a deed to the City of Gainesville, Texas, recorded in Volume 70, Page 147 of said Deed of Cooke County, Texas, and being more particularly described as follows:

**BEARING** of a set steel pin on the East line of said Addition, common to the West line of Weaver Street, said point of intersection of the North line of said Addition, a distance of 102.17 feet to a set steel pin on the North line of Weaver Street.

**THENCE** South 87 degrees 54 minutes 08 seconds West, a distance of 362.29 feet to a set steel pin.

**THENCE** South 00 degrees 38 minutes 12 seconds East, a distance of 103.49 feet to a set steel pin on the South line of said Addition, common to said North line of Garnett Street.

**THENCE** South 89 degrees 21 minutes 48 seconds West, a distance of 203.31 feet to a set steel pin at the Southeast corner of said Addition, at the intersection of said North line of Garnett Street with the East line of Culberson Street.

**THENCE** North 14 degrees 35 minutes 30 seconds West, with said East line of Culberson Street, common to the West line of said Addition, a total distance of 777.08 feet to a found steel pin at the Southeast corner of a 5.00 acre lease tract described in Volume 878, Page 479 of the Cooke County Official Public Records; of 497.09 feet to a set steel pin.

**THENCE** South 83 degrees 47 minutes 18 seconds East, a distance of 102.17 feet to a set steel pin.

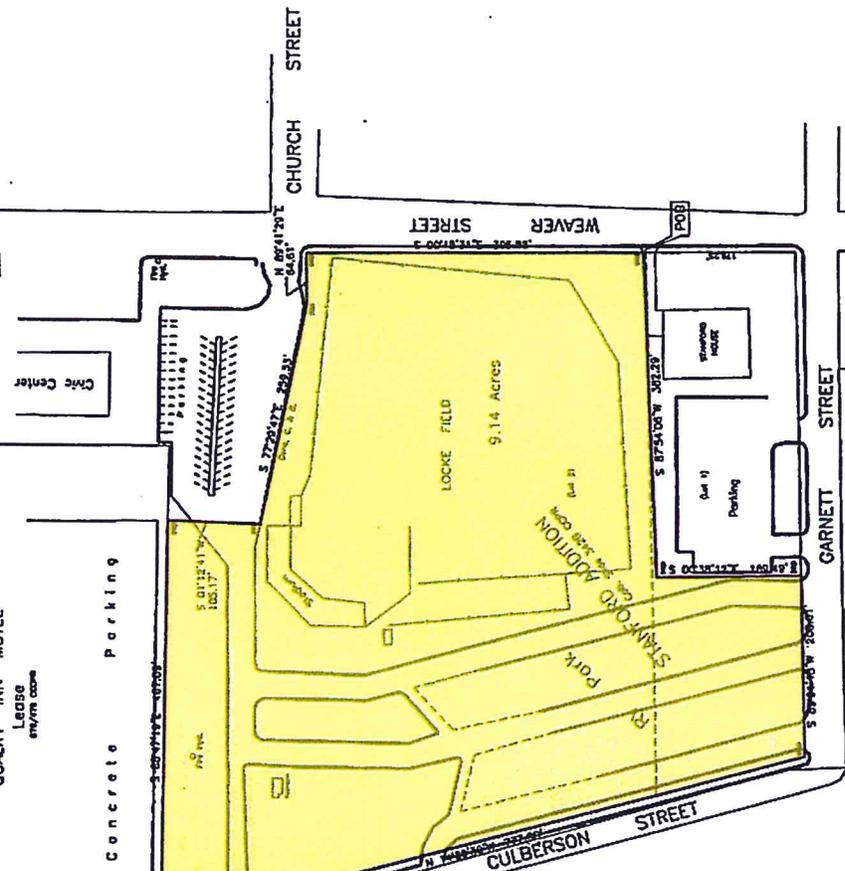
**THENCE** South 01 degree 12 minutes 41 seconds West, a distance of 102.17 feet to a set steel pin.

**THENCE** South 77 degrees 29 minutes 47 seconds East, along a curb part-way, continuing a total distance of 250.53 feet to a set steel pin.

**THENCE** North 80 degrees 41 minutes 29 seconds East, a distance of 84.81 feet to a set steel pin on said West line of Weaver Street.

**THENCE** South 00 degrees 16 minutes 31 seconds East, with said West line of Weaver Street, closing the West line of said Addition, a total distance of 395.28 feet to the point of beginning, containing 9.14 acres of land.

1373246



Copyright 2010 based on book 833

9.14 ACRES IN THE  
B. F. CARPENTER SURVEY ABSTRACT 228  
CITY OF GAINESVILLE  
COOKE COUNTY, TEXAS

P.A. No. 848  
DELBERT W. WEST  
Registered Professional Land Surveyor  
No. 040766-1614  
Expiration Date 12/31/2010

107 Main Street  
Gainesville, Texas 76708

Scale 1" = 100'  
Drawn by RSP/2010  
Date 07/29/2010  
Job No. 13109/13109-3  
Drawing Number 2746

This plat and description/specifications were prepared for the exclusive use of the parties for which this survey was made and no other party should rely thereon for any purpose without first consulting the surveyor. Copyright has been reserved. Dimensions of adjacent survey are shown in parentheses or indicated color.

Beatings are referred to grid bearings. Trees, Coard. System, IAD 83, NCI, Ground difference.

Survey was made with instruments used on this work, but the plat does not represent an old survey.

**Field notes to 9.14 Acres in the B. F. Carpenter Survey Abstract 228,  
City of Gainesville, Cooke County, Texas**

All that certain tract or parcel of land situated in the B. F. Carpenter Survey Abstract 228, City of Gainesville, Cooke County, Texas being part of a tract described in a deed to H. Myrick recorded in Volume 23, page 620 of the Cooke County Deed Records, part of a tract described in a deed conveyed to the City of Gainesville recorded in Volume 70, page 147 of said Deed Records, part of a tract described in a deed conveyed to the City of Gainesville recorded in Volume 80, page 450 of said Deed Records, part of a tract described in a deed to the City of Gainesville recorded in Volume 299, page 199 of said Deed Records, further being part of the Stanford Addition as shown by the Plat recorded in Cabinet A, Slid 342B of the Cooke County Plat Records, and being more particularly described as follows:

BEGINNING at a set steel pin on the East line of said Addition, common the West line of Weaver Street, said point being North 00 degrees 18 minutes 31 seconds West, a distance of 179.25 feet from the Southeast corner of said Addition, at the intersection of the North line of Garnett Street with said East line of Weaver Street;

THENCE South 87 degrees 54 minutes 06 seconds West, a distance of 382.29 feet to a set steel pin;

THENCE South 00 degrees 38 minutes 12 seconds East, a distance of 169.49 feet to a set steel pin on the South line of said Addition, common to said North line of Garnett Street;

THENCE South 89 degrees 21 minutes 48 seconds West, a distance of 208.61 feet to a set steel pin at the Southwest corner of said Addition, at the intersection of said North line of Garnett Street with the East line of Culberson Street;

THENCE North 14 degrees 36 minutes 30 seconds West, with said East line of Culberson Street, common to the West line of said Addition, passing the Northwest corner of said Addition, and continuing a total distance of 777.68 feet to a found steel pin at the Southwest corner of 5.00 acre lease tract described in Volume 979, page 479 of the Cooke County Official Public Records;

THENCE South 88 degrees 47 minutes 19 seconds East, a distance of 467.09 feet to a set steel pin;

THENCE South 01 degree 12 minutes 41 seconds West, a distance of 105.17 feet to a set steel pin;

THENCE South 77 degrees 29 minutes 47 seconds East, along a curb part-way, continuing a total distance of 259.53 feet to a set steel pin;

THENCE North 89 degrees 41 minutes 29 seconds East, a distance of 64.61 feet to a set steel pin on said West line of Weaver Street;

THENCE South 00 degrees 18 minutes 31 seconds East, with said West line of Weaver Street, passing the Northeast corner of said Addition, continuing a total distance of 395.88 feet to the point of beginning containing 9.14 acres of land.

**EXHIBIT "C"**  
**ELEVATIONS OF APARTMENTS**



BATES  
ARCHITECTS  
MARTIN

**ORDINANCE NO. 1365-05-2015**

**AN ORDINANCE MAKING FINDINGS; DESIGNATING A CERTAIN AREA AS A REINVESTMENT ZONE FOR RESIDENTIAL TAX ABATEMENT; ASSIGNING THE NAME "REINVESTMENT ZONE NUMBER 18 (EIGHTEEN) OF THE CITY OF GAINESVILLE, TEXAS" TO SAID ZONE; DESCRIBING THE BOUNDARIES THEREOF; PROVIDING FOR ELIGIBILITY REQUIREMENTS FOR TAX ABATEMENT WITHIN SAID ZONE; PROVIDING TERMS FOR ABATEMENT WITHIN THE ZONE; PROVIDING REQUIREMENTS FOR TAX ABATEMENT AGREEMENTS; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND MAKING AN OPEN MEETING FINDING.**

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

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

**Section 1. Name of Ordinance:**

This Ordinance shall be known as "Reinvestment Zone No. 18 of the City of Gainesville."

**Section 2. Definitions.**

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

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

**Section 3. Determinations.**

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

- (a) That a public hearing on the adoption of the Reinvestment Zone has been properly called, held and conducted and that the required notice of such hearing has been given to the public and to all taxing units overlapping the territory inside the proposed reinvestment zone;

(b) That the boundaries of the area of the proposed tax agreement shall be the area described in Exhibit "A" which is attached hereto and incorporated herein;

(c) That the creation of the reinvestment zone for Residential tax abatement with boundaries as described in Exhibit "A" will result in benefits to the City and to the land included in the Reinvestment Zone and the improvements sought are feasible and practical;

(d) That the Reinvestment Zone, as defined in Exhibit "A", meets the criteria for the creation of a Reinvestment Zone as set forth below:

- (1) TEX. TAX CODE, Section 312.202 (1) "substantially arrest or impair the sound growth of the municipality creating the zone, retard the provision of housing accommodations, or constitute an economic or social liability and be a menace to the public health, safety, morals, or welfare in its present condition and use because of the presence of:
  - a. "the deterioration of the site or other improvements;" and/or
  - b. "defective or unusual conditions of title;" and
  - c. "any combination of these factors;"
- (2) TEX. TAX CODE, Section 312.202 (2) "be predominantly open and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impair or arrest the sound growth of the municipality; and/or
- (3) TEX. TAX CODE, Section 312.202 (6) "be reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the municipality.

(e) That the reinvestment zone as defined in Exhibit "A" meets the criteria for the creation of a reinvestment zone as set forth in the City of Gainesville Guidelines and Criteria for Tax Abatement; and

(f) The area designated to be included in Reinvestment Zone No. 18 has been zoned High Density Multifamily Residential District (MF-2) by the City of Gainesville with Ordinance Number 1318-05-2013 on May 21, 2013 and is so designated in the City of Gainesville Zoning Ordinance.

#### **Section 4. Creation of Reinvestment Zone**

Pursuant to the Property Redevelopment and Tax Abatement Act, Chapter 312, TEX. TAX Code, the City of Gainesville hereby creates and designates a reinvestment zone for Residential tax abatement encompassing only the areas as described in Exhibit "A" which shall be known as Reinvestment Zone No. 18 of the City of Gainesville, Texas.

#### **Section 5. Eligibility for Tax Abatement.**

To be considered eligible for an agreement for tax abatement with the City of Gainesville, a project located in Reinvestment Zone No. 18 shall:

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

**Section 6. Tax Abatement Terms Within Zone.**

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

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

**Section 7. Tax Abatement Agreement Requirements.**

All agreements for abatement of taxes within Reinvestment Zone No. 18 must comply with Section 312.205 (a) of the Act and must:

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

**Section 8. Severability.**

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

**Section 9. Effective Date of Ordinance.**

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

**Section 10. Invalidity.**

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

**Section 11. Publication.**

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

**Section 12. Open Meeting Finding.**

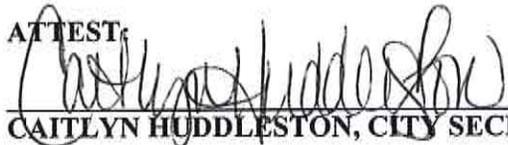
That it is hereby officially found and determined that the meeting at which this Ordinance is passed is open to the public as required by law and that public notice of the time, place and purpose of said meeting was given as required.

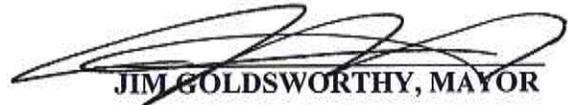
**INTRODUCTION, FIRST READING AND CHARTER SUSPENSION**

**INTRODUCED AND READ FOR THE FIRST TIME BEFORE THE CITY COUNCIL OF THE CITY OF GAINESVILLE ON 5<sup>TH</sup> DAY OF MAY 2015, AT WHICH TIME THE CHARTER REQUIREMENT OF THREE READINGS WAS SUSPENDED BY THE FOLLOWING VOTE:**

**7 AYES, 0 NAYS, 0 ABSENCES, AND 0 ABSTENTIONS**

ATTEST:

  
CAITLYN HUDDLESTON, CITY SECRETARY

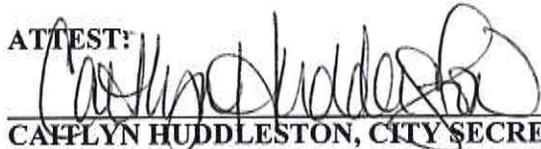
  
JIM GOLDSWORTHY, MAYOR

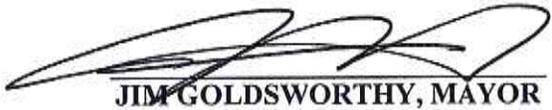
**ADOPTION**

**ADOPTED IN REGULAR SESSION BY THE CITY COUNCIL OF THE CITY OF GAINESVILLE, TEXAS ON THE 5<sup>TH</sup> DAY OF MAY 2015, BY THE FOLLOWING VOTE:**

**7 AYES, 0 NAYS, 0 ABSENCES, AND 0 ABSTENTIONS**

ATTEST:

  
CAITLYN HUDDLESTON, CITY SECRETARY

  
JIM GOLDSWORTHY, MAYOR



**EXHIBIT A**  
**REINVESTMENT ZONE NO. 18**  
**BOUNDARY DESCRIPTIONS INCLUDING PARCELS**  
**LOCATED WITHIN THE CITY LIMITS OF GAINESVILLE AT LOCKE FIELD,**  
**9.14 ACRES BORDERED BY S CULBERSON, W GARNETT, AND S WEAVER.**

**PARCEL ONE – 9.14 ACRES**

All that certain tract or parcel of land situated in the B. F. Carpenter Survey Abstract 228, City of Gainesville, Cooke County, Texas being part of a tract described in a deed to H. Myrick recorded in Volume 23, page 620 of the Cooke County Deed Records, part of a tract described in a deed conveyed to the City of Gainesville recorded in Volume 70, page 147 of said Deed Records, part of a tract described in a deed conveyed to the City of Gainesville recorded in Volume 80, page 450 of said Deed Records, part of a tract described in a deed to the City of Gainesville recorded in Volume 299, page 199 of said Deed Records, further being part of the Stanford Addition as shown by the Plat recorded in Cabinet A, Slid 342B of the Cooke County Plat Records, and being more particularly described as follows:

BEGINNING at a set steel pin on the East line of said Addition, common the West line of Weaver Street, said point being North 00 degrees 18 minutes 31 seconds West, a distance of 179.25 feet from the Southeast corner of said Addition, at the intersection of the North line of Garnett Street with said East line of Weaver Street;

THENCE South 87 degrees 54 minutes 06 seconds West, a distance of 382.29 feet to a set steel pin;

THENCE South 00 degrees 38 minutes 12 seconds East, a distance of 169.49 feet to a set steel pin on the South line of said Addition, common to said North line of Garnett Street;

THENCE South 89 degrees 21 minutes 48 seconds West, a distance of 208.61 feet to a set steel pin at the Southwest corner of said Addition, at the intersection of said North line of Garnett Street with the East line of Culberson Street;

THENCE North 14 degrees 36 minutes 30 seconds West, with said East line of Culberson Street, common to the West line of said Addition, passing the Northwest corner of said Addition, and continuing a total distance of 777.68 feet to a found steel pin at the Southwest corner of 5.00 acre lease tract described in Volume 979, page 479 of the Cooke County Official Public Records;

THENCE South 88 degrees 47 minutes 19 seconds East, a distance of 467.09 feet to a set steel pin;

THENCE South 01 degree 12 minutes 41 seconds West, a distance of 105.17 feet to a set steel pin;

THENCE South 77 degrees 29 minutes 47 seconds East, along a curb part-way, continuing a total distance of 259.53 feet to a set steel pin;

THENCE North 89 degrees 41 minutes 29 seconds East, a distance of 64.61 feet to a set steel pin on said West line of Weaver Street;

THENCE South 00 degrees 18 minutes 31 seconds East, with said West line of Weaver Street, passing the Northeast corner of said Addition, continuing a total distance of 395.88 feet to the point of beginning containing 9.14 acres of land.