

**CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF WILLOW PARK
AND UNCO RE HOLDINGS, LLC**

This Chapter 380 Economic Development Agreement (the "Agreement") is entered into this 10th day of December, 2021 (hereinafter the "Effective Date"), by and between the City of Willow Park, Texas, a Type A general law city organized under the laws of the State of Texas (hereinafter referred to as "City"), and UNCO RE Holdings, LLC, a Texas limited liability company (hereinafter referred to as "Developer"). The City and Developer may also be referred to collectively as the "Parties" or individually as a "Party."

WHEREAS, the City is authorized under Chapter 380 of the Texas Local Government Code 380 to offer certain economic development incentives for public purposes, including the promotion of local economic development and the stimulation of business and commercial activity within the City; and

WHEREAS, the City actively seeks economic development prospects in Willow Park through participation in and establishment of an economic development program; and

WHEREAS, City desires to stimulate business, increase the City's tax base and create new jobs for its citizens; and

WHEREAS, Developer's Affiliate currently has a contractual right to purchase approximately three and 1/3 (3.3) acres of developable land and 3.63 acres of unrecoverable floodway acreage located on the southeast corner of E. Bankhead Highway and Interstate 20 Frontage Road within the city limits of the City, described by metes and bounds and a boundary survey attached hereto as Exhibit "A" (the "Property") pursuant to that certain Commercial Contract – Unimproved Property dated as of August 18, 2021 (the "Contract"); and

WHEREAS, Developer has advised the City that certain financial incentives from the City would induce the Developer to construct or cause to be constructed on the Property a Standard Service restaurant, comprised (in the aggregate) of approximately between 5,000 and 8,000 square feet of space, along with outdoor amusement activities such as outdoor gaming (the "Project"); and

WHEREAS, Developer agrees to develop the Project in accordance with all City codes, ordinances, and applicable Federal, City and State codes and laws, at its sole cost and expense, except for the Chapter 380 Grants from the City as defined and set forth herein; and

WHEREAS, the City Council finds the Project will provide a valuable catalyst for development in the City and increased tax revenues to the City; and

WHEREAS, in consideration of the design, timely construction, and development of the Project, which will bring additional sales tax and ad valorem tax revenues to the City and additional jobs resulting from the construction and operation of the Project, the City desires to enter into this Agreement pursuant to Chapter 380 of the Texas Local Government Code as an economic incentive for the Developer to develop and construct the Project; and

WHEREAS, the City has determined that this Agreement will serve the public purpose of promoting local economic development and enhancing business and commercial activity in the City; and

WHEREAS, the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City of Willow Park and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and further, is in the best interests of the City.

NOW, THEREFORE, for the reasons stated in these recitals and in consideration of the mutual agreement of the Parties set forth below, the Parties are entering into this Agreement and agree to the terms and conditions set forth in this Agreement.

ARTICLE I DEFINITIONS

Unless the context indicates otherwise, the following words and phrases used in this Agreement shall have the following meanings:

“Ad Valorem Tax Revenues” means the amount of Real Property Taxes, as defined herein, collected by the City, a portion of which will be repaid to Developer as set forth in Article V. herein.

“Affiliate” means any person or entity which directly or indirectly controls, is controlled by or is under common control with Developer, during the term of such control. A person or entity will be deemed to be “controlled” by any other person or entity if such other person or entity (a) possesses, directly or indirectly, power to direct or cause the direction of the management of such person or entity whether by contract or otherwise, (b) has direct or indirect ownership of at least fifty percent (50%) of the voting power of all outstanding shares entitled to vote at a general election of directors of the person or entity or (c) has direct or indirect ownership of at least fifty percent (50%) of the equity interests in the entity.

“Bankruptcy or Insolvency” shall mean the dissolution or termination of Developer’s existence as a going business, insolvency, appointment of receiver for any portion of the Property owned by Developer or a material part of Developer’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, the filing of a voluntary petition for bankruptcy protection by Developer, or the commencement of an involuntary bankruptcy proceeding against Developer, and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“City” means the City of Willow Park, Texas.

“Chapter 380 Grant(s)” shall mean the (a) waiver of City permit, inspection and development fees, as provided in Article V. herein, and (b) the rebate to Developer of Ad Valorem Tax Revenues received by the City on the Improvements constructed by Developer on the Property as provided in Article V. herein; and (c) the installation of a lift station and extension of a sewer main near the Property to support sewer services to the Property as provided in Article V. herein.

“Developer” shall mean UNCO RE Holdings, LLC, a Texas limited liability company, and its officers, agents, employees, and contractors.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action (unless caused by acts or omissions of such Party), fires, explosions or floods, strikes, slowdowns or work stoppages and supply chain slowdowns. In no event shall Force Majeure include Developer’s financial inability to perform or Developer’s inability to perform as a result of changes in market conditions.

“Improvements” shall mean the approximately 5,000 – 8,000 square feet Standard Service Restaurant located on the Property, along with outdoor amusement activities such as outdoor gaming to be constructed and operated by the Developer on the Property.

“Personal Property” shall have the meaning ascribed to it in Section 1.04 of the Texas Tax Code, as amended.

“Project” shall mean the construction and operation of the Improvements as defined herein on the Property, as depicted on the conceptual land plan attached hereto as Exhibit “B”.

“Property” means the real property depicted by a boundary survey and described by metes and bounds in Exhibit “A”.

“Real Property Taxes” means the City’s share of the Ad Valorem Tax Revenues received by the City from the Parker County Appraisal District on the value of the Improvements constructed on the Property and shall exclude ad valorem taxes received by the City for the land and the Personal Property located on the Property.

ARTICLE II. TERM

2.01 The term of this Agreement shall begin on the Effective Date and shall continue in effect until the earliest to occur of: (a) all Chapter 380 Grants have been made by the City pursuant to Sections 5.01 and 5.02 of this Agreement; or (b) December 31, 2026, unless sooner terminated as provided herein.

ARTICLE III. REPRESENTATIONS AND WARRANTIES OF DEVELOPER AND CITY

3.01 In order to induce City to enter into this Agreement, Developer represents and warrants as follows:

(a) Developer is a duly organized and validly existing limited liability company under the laws of the State of Texas.

(b) Developer has the power and authority to execute, deliver and carry out the terms and provisions of this Agreement and all other instruments to be executed and delivered by the Developer in connection with its obligations hereunder. The execution, delivery, and performance by Developer of this Agreement have been duly authorized by all requisite action by the Developer, and this Agreement is a valid and binding obligation of the Developer enforceable in accordance with its respective terms.

(c) The Developer is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any material agreement or instrument to which the Developer is a party or by which the Developer or any of its property is bound that would have any material adverse effect on the Developer’s ability to perform under this Agreement.

(d) The Developer is not a party to or otherwise bound by any agreement or instrument or subject to any other restriction or any judgment, order, writ, injunction, decree, award, rule or regulation which could reasonably be expected to materially and adversely affect the Developer’s ability to perform its

obligations under this Agreement.

(e) The Developer fully intends, subject to the conditions set forth in this Agreement, to commence and complete the Project.

3.02 In order to induce Developer to enter into this Agreement, City represents and warrants as follows:

(a) City is a Type A general law city operating under the laws of the State of Texas and is authorized and empowered to enter into this Agreement. The Mayor has been duly authorized to execute and deliver this Agreement.

(b) The City has the authority to levy, assess, and collect ad valorem taxes on the Property and to use the taxes collected by it from property within the City, including the Property, as provided in this Agreement.

ARTICLE IV. THE DEVELOPER'S OBLIGATIONS

4.01 During the term of this Agreement, the Developer shall comply with the following terms and conditions which shall be conditions precedent to the payment of the Chapter 380 Grants by the City as provided in Article V.:

(12) Developer shall (i) diligently and faithfully pursue completion of the construction of the Project in a good and workmanlike manner; (ii) obtain a certificate of occupancy from the City for the Project no later than twenty-four (24) months after the Effective Date of this Agreement; and (iii) be open for business to the public no later than thirty (30) months after the Effective Date of this Agreement; and (iv) remain continuously open for business to the public for the term of this Agreement.

(12) During the term of this Agreement, Developer shall not allow the ad valorem taxes owed to City on the Property, including any taxes on the Improvements, the land and Personal Property located on the Property, owned by the Developer, or any other property owned by Developer and located within the City of Willow Park, to become delinquent beyond the date when due, as such date may be extended to allow for any protest of valuation or appeal. Developer shall not fail to render for taxation any property owned by Developer and located within the City of Willow Park.

(12) ©Developer agrees as good and valuable consideration for this Agreement that construction of the Project by Developer will be in accordance with all applicable federal, state and local laws, city codes, ordinances, rules and regulations.

(d) Prior to obtaining a building permit to start construction on any Improvements on the Property, Developer agrees that it shall apply for and obtain planned development district zoning for the Property on terms and conditions recommended by the City's Planning and Zoning Commission and as approved by the City Council.

© This Agreement shall not constitute a waiver by the City of any codes, ordinances, rules and regulations. Further, Developer acknowledges that by executing this Agreement, no entitlement or agreements concerning zoning or land use shall arise, either implied or otherwise.

(f) Construction plans for the Project and Improvements will be filed with City, which shall be deemed to be incorporated by reference herein and made a part hereof for all purposes.

(g) Developer agrees to maintain the Project and Improvements owned by it during the term of this Agreement in accordance with all applicable federal, state and local laws, City codes, ordinances, rules and regulations.

(h) City, its agents and employees shall have the right of access to the Property during construction by Developer to inspect the Improvements at reasonable times and with reasonable notice to Developer, and in accordance with visitor access and security policies of Developer, in order to insure that the construction of the Project and Improvements are in accordance with this Agreement and all applicable federal, state and local laws, City codes, ordinances and regulations.

(i) Developer shall not convey or transfer the Property or the Improvements during the term of this Agreement.

**ARTICLE V.
THE CITY'S OBLIGATIONS**

5.01 **Chapter 380 Waivers.** Subject to the terms and conditions of this Agreement and provided that Developer is not in default of this Agreement, the City agrees to waive City permit, inspection and development fees (the "Chapter 380 Waivers"), in an amount not to exceed Twenty Thousand Dollars (\$20,000.00) (the "Chapter 380 Waivers Maximum"). Developer shall be required to submit applications for permits, inspections and/or development to the City, and otherwise comply with all applicable requirements as a condition precedent to the waiver of the permit, inspection and/or development fees. The value of the Chapter 380 Waivers shall be based upon the fees and rates as established by the latest City ordinances, as may be amended from time to time by the City Council. The waivers shall cease when the value of the waivers meet the Chapter 380 Waivers Maximum. The City shall send Developer a quarterly written accounting of the Chapter 380 Waivers.

5.02 **Chapter 380 Payments.** Subject to the terms and conditions of this Agreement and provided that Developer is not in default of this Agreement, a portion of the Ad Valorem Tax Revenues shall be rebated to Developer in the form of an economic development grant (the "Chapter 380 Payments") for the period commencing January 1, 2023, and extending for a period of three (3) years beginning and ending as follows:

SCHEDULE OF AD VALOREM TAX REVENUES REBATED

YEAR	AD VALOREM TAX REBATE
2023	100%
2024	100%
2025	100%

The City shall pay the Chapter 380 Payments to Developer on an annual basis in an amount equal to the applicable tax rebate percent of the Ad Valorem Tax Revenues as set out above. The City shall pay the Chapter 380 Payments to Developer in annual installments no later than the last day of January of each year following the year in which Developer paid its ad valorem taxes. In no event will the Chapter 380 Payment paid in connection with a tax year exceed the amount of Ad Valorem Tax Revenue actually collected by the City on the Improvements at the time of payment.

5.03 Protest or Appeal of Valuation. In the event that Developer protests or appeals a valuation, the City shall withhold from the Chapter 380 Payment the portion of the Ad Valorem Tax Revenues that would be attributable to the value under protest or appeal. Developer shall be required to give written notice to the City that it has protested or appealed a valuation no later than thirty (30) days after Developer has filed the protest or appeal. Following the resolution of the protest or appeal by Developer, the City, after receiving written notice of the results of the protest or appeal, and within thirty (30) days after receipt of the notice, shall pay any additional Chapter 380 Payment due, if any.

5.04 Construction of Lift Station. Subject to the terms and conditions of this Agreement and provided that Developer is not in default of this Agreement, the City shall construct and install a lift station and extend approximately 1,750 linear feet of forced sewer main, in sizes, capacities and locations as determined by the City in its reasonable discretion, to an area adjacent to and/or near the Property as is depicted in attached Exhibit "C", no later than thirteen (13) months after the Effective Date of this Agreement; provided, that if the City is delayed in completing such construction beyond thirteen (13) months after the Effective Date of this Agreement then the three (3) year time period for the Chapter 380 Payments under this Agreement shall extend on a month-for-month basis until such construction is completed. Developer shall be responsible, at its sole cost and expense, for extending its service line to the point of interconnection with the City's sewer main and for the payment of any tap fees.

5.05 Conditions Precedent. The City's obligation to make the Chapter 380 Grants to Developer as set forth herein is contingent and conditioned upon (a) Developer complying with the conditions precedent set forth in Section 4.01; and (b) Developer is in compliance with all of the terms and conditions set forth in this Agreement.

5.06 Annual Appropriation. The City's obligation to make the Chapter 380 Grants hereunder are subject to annual appropriation by the Willow Park City Council, which the City agrees to use good faith efforts to appropriate such funds each year during the term of this Agreement. Under no circumstances shall City's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. None of the City's obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution or other party.

ARTICLE VI. DEFAULT

6.01 Events of Default. Developer shall be in default of this Agreement upon the occurrence of any of the following during the term of this Agreement:

- (12) Developer fails to comply with any material term, obligation, covenant or condition contained in this Agreement;
- (b) Developer fails to meet its obligations to as provided in Section 4.01(a);

© Developer fails to timely pay any sales or ad valorem taxes owed to the City and fails to properly follow legal procedures for protest or contest of such taxes;

(d) Developer's Bankruptcy or Insolvency; or

© Developer transfers and/or conveys the Property and/or Improvements during the term of this Agreement, except to an Affiliate.

6.02 If the Developer should default in the performance of any obligation of this Agreement, the City shall provide Developer written notice of the default, and a minimum period of thirty (30) days to cure such default, prior to pursuing any remedy for default.

6.03 If Developer remains in default after notice and opportunity to cure, City shall have the right to (a) suspend the Chapter 380 Grants; (b) terminate the Agreement and the Chapter 380 Grants which have accrued, or will accrue, after the date of default; (c) seek damages and/or recapture from Developer in the amount of the Chapter 380 Grants made by the City in furtherance of the Project; and/or (d) to exercise all available remedies at law and at equity.

6.04 The provisions regarding termination of this Agreement and recapturing of previously paid Chapter 380 Grants shall also apply should the Developer fail to pay sales or ad valorem taxes owed to the City and fails to properly follow legal procedures for protest or contest of such taxes, but only to the extent of the sales or ad valorem taxes owed to the City and which Developer has failed to pay.

6.05 The Developer's obligation to repay any recapture amounts to the City under Sections 6.03 and 6.04, and the City's right and authority to pursue any default during the term of this Agreement shall survive the termination of this Agreement.

6.06 In the event that the City fails to comply with any material term, obligation, covenant or condition contained in this Agreement, the Developer shall provide Developer written notice of the default, and a minimum period of thirty (30) days to cure such default, prior to pursuing any remedy for default.

6.07 If the City remains in default after notice and opportunity to cure, Developer shall be entitled to seek specific performance and injunctive relief, together with all reasonable legal costs and attorney's fees expended to seek such relief, only. Developer shall only be entitled to terminate this Agreement by mutual agreement pursuant to Section 8 of this Agreement.

ARTICLE VII. EVENTS OF FORCE MAJEURE

7.01 It is expressly understood and agreed by the Parties to this Agreement that if the performance by either Party of any obligation hereunder is delayed by reason of an event of Force Majeure, the Party so obligated or permitted shall be excused from doing or performing the same for the time and to the extent necessary to allow the affected Party to overcome the event of Force Majeure and resume performance thereof. The Party claiming delay of performance as a result of an event of Force Majeure shall deliver written notice of the commencement of such delay to the other Party as soon as reasonably practicable after the claiming Party becomes aware of the same, and if the claiming Party fails to so notify the other Party of delay caused by a Force Majeure event, the claiming Party shall not be entitled to extend the time for performance as provided herein.

**ARTICLE VIII.
TERMINATION**

- 8.01 This Agreement shall terminate and/or expire upon any one or more of the following:
- (12) By mutual agreement of the Parties;
 - (12) All obligations of the City have been completed as set forth in the Agreement; or
 - (12) ©By City or Developer in the event the other Party breaches any of the terms or conditions of the Agreement and any such breach is not cured within thirty (30) days after written notice.

**ARTICLE IX.
INDEMNIFICATION**

9.01 **Developer does hereby agree to waive all claims, release, indemnify, defend and hold harmless the City, and all of their City Council members, officials, officers, agents and employees, in both their public and private capacities, from and against any and all liability, claims, losses, damages, suits, demands or causes of action including all expenses of litigation and/or settlement, court costs and attorney fees which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property occasioned by the error, omission, or negligent act of Developer, its officers, agents, or employees arising out of or in connection with the performance of this Agreement, and Developer shall at its own cost and expense defend and protect the City from any and all such claims and demands. The indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Developer or any contractor or subcontractor under workman's compensation or other employee benefit acts.**

**ARTICLE X.
MAINTENANCE OF RECORDS AND AUDITING**

10.01 **Maintenance of Records.** Developer shall be responsible for maintaining records evidencing compliance with all Developer obligations required under this Agreement. Developer shall maintain such records for a period of four (4) years after termination of this Agreement.

10.02 **Access to Records and Right to Audit.** Developer shall allow City reasonable access, during normal business hours, to review and audit its records and books and all other relevant records related to the Agreement upon five (5) business days' prior written notice to the Developer.

**ARTICLE XI.
INSURANCE**

11.01 Developer or through its general contractors shall obtain, and maintain throughout the period of construction at the Property, at its sole expense or the cost of the general contractors, policies of general liability insurance covering any and all damages or claims for damages for injuries to persons (including death) or property in an amount not less than \$1,000,000 for any one person, and, subject to the same limit for each person, in an amount not less than \$1,000,000 on account of one incident, and in an amount not less than \$500,000 for property damage. Such policies shall be in form and substance satisfactory to the City, shall contain provisions that prohibit cancellation or lapse without thirty (30) days written notice first having been delivered to the City, and shall be endorsed to waive any subrogation rights against the City. Developer shall provide a copy of the declaration sheet of these policies to the City upon written request.

ARTICLE XII. MISCELLANEOUS

12.01 **Incorporation of Recitals.** The determinations recited and declared in the preambles to this Agreement are true and correct and are hereby incorporated herein as part of this Agreement.

12.02 **Entire Agreement.** This Agreement, including any exhibits hereto, contains the entire agreement between the parties with respect to the transactions contemplated herein.

12.03 **Exhibits, Titles of Articles, Sections and Subsections.** The exhibits attached to this Agreement, if any, are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein. All titles or headings are only for the convenience of the parties and shall not be construed to have any effect or meaning as to the agreement between the parties hereto. Any reference herein to a section or subsection shall be considered a reference to such section or subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit shall be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

12.04 **Amendments.** This Agreement may only be amended, altered, or terminated by written instrument signed by all parties.

12.05 **Assignment.** Developer may not assign this Agreement without the prior written consent of the City, such consent to be within the sole and absolute discretion of the City; provided, however, that Developer may assign this Agreement to its Affiliate that ultimately purchases the Property pursuant to the Contract. The Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns.

12.06 **No Waiver.** Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused, unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

12.07 **Notices.** Notices under this Agreement are sufficient if given by nationally recognized overnight courier service, certified mail (return receipt requested), facsimile with electronic confirmation, or personal delivery to the other Party at the address below. If no address is listed for a Party, notice to such Party will be effective if given to the last known address. Notice is effective: (a) when delivered personally, (b) three business days after sending by certified mail, (c) on the business day after sending by a nationally recognized

courier service, or (d) on the business day after sending by facsimile with electronic confirmation to the sender. Each Party may update its contact information by notice to the other. Routine business and technical correspondence must be in English, and may be in electronic form. The contact information for each Party is as follows:

CITY:

DEVELOPER:

City of Willow Park, Texas	UNCO RE Holdings, LLC
Attn: City Manager	Attn: Sameer Patel & Elias Pope
516 Ranch House Road	609 S. Goliad Street, Suite 2410
Willow Park, Texas 76087	Rockwall, Texas 75087
Telephone: (817) 441-7108	Telephone:

12.08 **Applicable Law and Venue.** This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas. Venue for any legal proceedings shall lie in State courts located in Parker County, Texas. Venue for any matters in federal court will be in the United States District Court for the Northern District of Texas, Fort Worth Division.

12.09 **Severability.** In the event any provision of this Agreement is illegal, invalid, or unenforceable under the applicable present or future laws, then, and in that event, it is the intention of the Parties that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision to be illegal, invalid or unenforceable.

12.10 **Third Parties.** The City and Developer intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third-party beneficiary, or any individual or entity other than the City and Developer or permitted assignees of the City and Developer, except that the indemnification and hold harmless obligations by Developer provided for in this Agreement shall inure to the benefit of the indemnitees named herein.

12.11 **No Joint Venture.** Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either Party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither Party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

12.12 **Employment of Undocumented Workers.** During the term of this Agreement, Developer agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), Developer shall repay to City all Chapter 380 Grants received under this Agreement as of the date of such violation within 120 days after the date Developer is notified by City of such violation, plus interest at the rate of 5% simple interest from the date of Developer's receipt of the Chapter 380 Grants until repaid.

12.13 **Agreement for Goods and Services.** To the extent permitted by law, the City and Developer mutually warrant, represent, and agree that this Agreement states the essential terms for the Developer to provide goods or services to the City as contemplated by Texas Local Government Code §271.151(2)(A).

12.14 **No Israel Boycott.** In accordance with Chapter 2271, Texas Government Code, a Texas

governmental entity may not enter into an agreement with a company for the provision of goods or services unless the agreement contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2271 does not apply to (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) an agreement that has a value of less than One Hundred Thousand Dollars (\$100,000). Unless the company is not subject to Chapter 2271 for the reasons stated herein, the signatory executing this agreement on behalf of Developer verifies by their signature on this Agreement that the company does not boycott Israel and will not boycott Israel during the term of this Agreement.

12.15 No Energy Company Boycott. In accordance with Chapter 2274, Texas Government Code, a Texas governmental entity may not enter into an agreement with a company for the provision of goods or services unless the agreement contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the agreement. Chapter 2274 does not apply to (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; (3) an agreement that has a value of less than One Hundred Thousand Dollars (\$100,000) or (4) an agreement entered into or in connection with or relating to the issuance, sale, or delivery of notes under Subchapter H, Chapter 404, or the administration of matters related to the notes, including the investment of note proceeds, is exempt as is determined by the Texas Comptroller. Unless the company is not subject to Chapter 2274 for the reasons stated herein, the signatory executing this agreement on behalf of Developer verifies by their signature on this Agreement that the company does not boycott energy companies and will not boycott energy companies during the term of this Agreement.

12.16 No Discrimination Against Firearm Entity or Firearm Trade Association. In accordance with Chapter 2274, Texas Government Code, a Texas governmental entity may not enter into an agreement with a company for the provision of goods or services unless the agreement contains a written verification from the company that it: (1) does not have a written or unwritten internal practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; and (2) will not discriminate against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association during the term of this Agreement. Chapter 2274 does not apply to (1) a company that has fewer than ten (10) full-time employees; or (2) an agreement that has a value of less than One Hundred Thousand Dollars (\$100,000). Unless the company is not subject to Chapter 2274 for the reasons stated herein, the signatory executing this agreement on behalf of Developer verifies by their signature on this Agreement that the company does not have a written or unwritten internal practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; and will not discriminate against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association during the term of this Agreement.

12.17 No Personal Liability. No elected official of the City, officer or employee of City shall be personally liable to the Developer or any successor in interest of Developer, in the event of any default or breach by the City, or for any amount which may become due to Developer or to its successor in interest, or for breach of any obligation under the terms of this Agreement.

12.18 Right of Offset. The City may deduct from any Chapter 380 Grants, as an offset, any delinquent and unpaid utility charges, or other unpaid fees, charges, or taxes assessed and other sums of money owed to, or for the benefit of, the City by Developer; provided that, before offsetting such sums, the City must provide Developer with (a) advance notice of such offset, (b) sixty days to take action to remedy the situation giving rise to the offset, and/or (c) reasonable opportunity, at its own expense, to contest such offset.

12.19 **Independent Contractor.** Developer shall at all times during the Term of this Agreement remain an independent contractor.

12.20 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which constitute one instrument.

[Signature Page Follows]

ACCORDINGLY, the Parties execute and deliver this Agreement as of the first date set forth above.

CITY OF WILLOW PARK

DATED: 12/20/2021

BY: 
Doyle Moss, Mayor

ATTEST:

Crystal Dozier, City Secretary



APPROVED AS TO FORM:

William P. Chesser, City Attorney

UNCO RE HOLDINGS, LLC
a Texas limited liability company

BY: UNCO GP, LLC, its Manager

By: 
Sameer Patel, Manager

By: 
Elias Pope, Manager