



**Economic Development Corporation  
(Type A) Agenda**

**Tuesday, August 15, 2023  
2:00 PM**

**City Hall - 141 W. Renfro  
Burleson, TX 76028**

**1. CALL TO ORDER**

**2. CITIZEN APPEARANCES**

Each person in attendance who desires to speak to the Board on an item NOT posted on the agenda, shall speak during this section. A speaker card must be filled out and turned in to the City Secretary prior to addressing the Board. Each speaker will be allowed three minutes to speak.

Each person in attendance who desires to speak on an item posted on the agenda shall speak when the item is called forward for consideration.

**3. GENERAL**

A. Consider approval of the minutes from the July 24, 2023 Economic Development Corporation (Type A) meeting. *(Staff Contact: Amanda Campos, City Secretary)*

B. Consider approval of a resolution authorizing an unimproved property contract between the Burleson 4A Economic Development Corporation and Craftmasters Real Estate, LLC, purchasing approximately 54 acres within Hooper Business Park in Johnson County, Texas in the amount of \$2,500,000. *(Staff Contact: Alex Philips, Economic Development Director)*

C. Consider approval of a resolution authorizing an unimproved property contract between the Burleson 4A Economic Development Corporation and Craftmasters Real Estate, LLC, purchasing approximately 8 acres within Hooper Business Park in Johnson County, Texas in the amount of \$360,000. *(Staff Contact: Alex Philips, Economic Development Director)*

D. Consider approval of a resolution adopting the Burleson 4A Economic Development Corporation FY2023-2024 annual budget. *(Staff Presenter: Martin Avila, Finance Director)*

**4. RECESS INTO EXECUTIVE SESSION**

In accordance with Chapter 551 of the Texas Government Code, the Board may convene in Executive Session in the City Council Workroom in City Hall to conduct a closed meeting to discuss any item listed on this Agenda.

**A. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071, Texas Government Code**

**5. ADJOURN**

**CERTIFICATE**

I hereby certify that the above agenda was posted on this the **10th of August 2023, by 7:00 p.m.**, on the official bulletin board at the Burleson City Hall, 141 W. Renfro, Burleson, Texas.



Amanda Campos

City Secretary

**ACCESSIBILITY STATEMENT**

The Burleson City Hall is wheelchair accessible. The entry ramp is located in the front of the building, accessible from Warren St. Accessible parking spaces are also available in the Warren St. parking lot. Sign interpretative services for meetings must be made 48 hours in advance of the meeting. Call the A.D.A. Coordinator at 817-426-9600, or TDD 1-800-735-2989.

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## Economic Development Corporation (Type A)

**DEPARTMENT:** City Secretary's Office  
**FROM:** Amanda Campos, City Secretary  
**MEETING:** August 15, 2023

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**SUBJECT:**

Consider approval of the minutes from the July 24, 2023 Economic Development Corporation (Type A) meeting. (*Staff Contact: Amanda Campos, City Secretary*)

**SUMMARY:**

The Burleson 4A Economic Development Corporation Board duly and legally met on July 24, 2023.

**OPTIONS:**

- 1) Board may approve the minutes as presented or approve with amendments.

**RECOMMENDATION:**

Approve.

**PRIOR ACTION/INPUT (Council, Boards, Citizens):**

N/A.

**FISCAL IMPACT:**

N/A.

**STAFF CONTACT:**

Name: Amanda Campos, TRMC  
Title: City Secretary  
Email: [acampos@burlesontx.com](mailto:acampos@burlesontx.com)  
Phone: 817-426-9665

# BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION

July 24, 2023  
DRAFT MINUTES

## **BOARD MEMBERS PRESENT:**

Phil Anderson, Place 2  
Ronnie Johnson, Place 4  
Larry Scott, Place 1

Adam Russell, Place 5

## **BOARD MEMBERS ABSENT:**

Dan McClendon, President, Place 3

## **Staff present:**

Tommy Ludwig, City Manager  
Amanda Campos, City Secretary  
Monica Solko, Deputy City Secretary  
Matt Ribitzki, Deputy City Attorney

## **1. CALL TO ORDER - 3:30 P.M.**

Board member Adam Russell called the meeting to order. **Time: 3:30 P.M.**

## **2. CITIZEN APPEARANCE**

- No speakers.

## **3. GENERAL**

### **A. Minutes from the July 10, 2023 Economic Development Corporation (Type A) meeting. (*Staff Contact: Amanda Campos, City Secretary*)**

Motion by Larry Scott and seconded by Ronnie Johnson to approve.

Motion passed 4-0 with Dan McClendon absent.

### **B. Resolution 4A072623ProjectU, approving changes and budget for the Project U Leadership Conference. (*Staff Presenter: Alex Philips, Director of Economic Development*)**

Alex Philips, Economic Development Director, presented a resolution to the 4A Economic Development Corporation.

Motion by Ronnie Johnson and seconded by Phil Anderson to approve.

Motion passed 4-0 with Dan McClendon absent.

#### **4. RECESS INTO EXECUTIVE SESSION**

In accordance with Chapter 551 of the Texas Government Code, the Board may convene in Executive Session in the City Council Workroom in City Hall to conduct a closed meeting to discuss any item listed on this Agenda.

- **Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071, Texas Government Code**
- **Discussion regarding possible purchase, exchange, lease, or value of real property pursuant to Section 551.072, Texas Government Code**
- **Deliberation regarding commercial or financial information received from or the offer of a financial or other incentive made to a business prospect seeking to locate, stay or expand in or near the territory of the City and with which the City is conducting economic development negotiations pursuant to Section 551.087, Texas Government Code.**

No executive session needed.

#### **5. ADJOURN**

There being no further discussion Board member Adam Russell adjourned the meeting. **Time: 3:45 P.M.**

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Monica Solko  
Deputy City Secretary

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## Economic Development Corporation (Type A)

**DEPARTMENT:** Economic Development  
**FROM:** Alex Philips, Economic Development Director  
**MEETING:** August 15, 2023

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**SUBJECT:**

Consider approval of a resolution authorizing an unimproved property contract between the Burleson 4A Economic Development Corporation and Craftmasters Real Estate, LLC, purchasing approximately 54 acres within Hooper Business Park in Johnson County, Texas in the amount of \$2,500,000. *(Staff Contact: Alex Philips, Economic Development Director)*

**SUMMARY:**

Craftmasters is a new for profit trade school that has identified Hooper Business Park for its Campus Headquarters, student experience center, coffee shop and future Headquarters Expansion.

The Burleson 4A Economic Development Corporation and the City Council approved a Performance Agreement with Craftmasters Real Estate, LLC, on June 20, 2023.

Craftmasters and staff have been engaged on the site since January of 2023 and development of their \$150 Million capital investment in Burleson, Texas. The Performance Agreement outlines that Craftmasters to be under contract of Phase 1 and Phase 2 property by August 31, 2023.

- Phase 1 land sale contract is for a 54-acre parcel located in Hooper Business Park with the amount to purchase being \$2,500,000 which is outlined in the Performance Agreement. This contract is set to be closed on or before May 31, 2024 with a down payment of \$125,000. Once Craftmasters receives the \$2,500,000 incentive payment for exceeding the \$4,000,000 in construction expenditures Craftmasters will have 90 days to pay the balance of the land purchase in the amount of \$2,375,000.
- Phase 2 land sale contract is for an approximate 8-acre site located in Hooper Business Park with the amount to purchase being \$360,000 which is outlined in the Performance Agreement and to close and purchase the Phase 2 property by August 31, 2028.

**OPTIONS:**

- 1) Approve the Land Sale Contract between the Burleson 4A Economic Development Corporation and Craftmasters.
- 2) Deny the Land Sale Contract between the Burleson 4A Economic Development Corporation and Craftmasters.

**RECOMMENDATION:**

Staff recommends approval of the Land Sale Contract between Burleson 4A Economic Development Corporation and Craftmasters.

**PRIOR ACTION/INPUT (Council, Boards, Citizens):**

The Burleson 4A Economic Development Corporation and City Council approved the Performance Agreement on June 20, 2023.

**FISCAL IMPACT:****STAFF CONTACT:**

Alex Philips  
Economic Development Director  
[aphilips@burlesontx.com](mailto:aphilips@burlesontx.com)  
817-426-9613

# Economic Development







# Craftmasters

# Development Proposal from Craftmasters

- Craftmasters to purchase 62 acres in 2 phases located in the Hooper Business Park for the campus headquarters, headquarters expansion, coffee shop and student experience center.
- Craftmasters is proposing a corporate campus of construction trade skills with an enrollment of a minimum of 5000 students by 2031, phased in six equal portions over a six-year period beginning 2026. Capital investment would be \$90 million by the 2026 tax year.
- Corporate headquarter expansion of a minimum of 400 new employees with an average wage of \$54,000 by 2031 phased in over a six year period beginning in 2026. The headquarters would add an additional \$25 million in capital investment by the 2029 tax year.
- Design and construct a residential community of at least 100 single-family units on a property in the vicinity as a part of the trade school training program. Capital investment would be \$35 million by the 2033 tax year, phased in six equal portions over a six-year period beginning 2028.



- **Capital investment at full buildout is \$150 Million**



# Craftmasters FTE & Enrollment Build Up



<i>Milestone</i>		<i>*School Opens Fall of '24</i>			<i>*Campus Phase 1-B Completed</i>		<i>*Corporate Headquarters Phase 1</i>
Year		2024	2025	2026	2027	2028	2029
Enrollment - Burleson Campus		1152	3049	3049	4151	6048	6048
Employees - Burleson		109	194	195	294	370	514
Average Salary		\$68,342					

- Campus is the largest phase in size and capital investment
- Average annual salary in Burleson - \$54,000

# Craftmasters Incentive

## Timeline

Craftmasters Obligations  
prior to Construction

August 31, 2023

Real estate contract executed on the Phase One property which is a 54-acre property in the amount of \$2,500,000 and on the Phase Two Property which is an 8 acre tract in the amount of \$360,000.

December 31, 2023

Prospect to complete a pre-development meeting with the city.

December 1, 2023

Prospect to submit an application for platting and zoning approval.

March 31, 2024

Prospect to submit building plans of at least 190,000 square feet development for the Campus and Craftmasters Headquarters

May 31, 2024

Purchase the Phase One 54-acre parcel. Down payment of \$125,000

EDC to pay for additional cost to design, construct or realign the water and sewer infrastructure for their usage up to \$445,000.

Regional detention pond to be constructed offsite for Hooper Business Park up to \$6,500,000.

Within 30 days of the building permit issuance the EDC to provide a cash grant of \$500,000

4A  
Obligations

# Craftmasters

Item B.

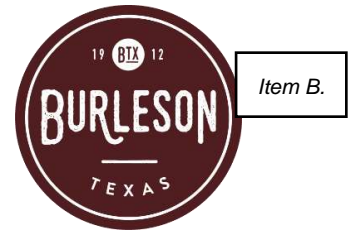


- The Burleson 4A Economic Development Corporation and City Council approved the agreement on June 20, 2023.
- The next performance agreement measure is to take action on the Land Sale Contracts.
  - Phase 1 is for approximately 54 acres located in Hooper Business Park in the amount of \$2,500,000.
  - Phase 2 is for approximately 8 acres located in Hooper Business Park in the amount of \$360,000
- Phase 1 to be closed on or before May 31, 2024 with a \$125,000 down payment.
  - Upon paying Campus and Craftmasters Headquarters construction expenditures in an amount exceeding \$4,000,000 the EDC will provide a cash grant of \$2,500,000 within 30 days.
    - **Once the \$2,500,000 incentive has been paid to Craftmasters it would trigger a 90 day period for Craftmasters to pay the balance of the land purchase of \$2,375,000.**
- Phase 2 to be closed on or before August 31, 2028.





## Craftmasters Land Sale Contracts



- Approve the Land Sale Contract for Phase 1 of approximately 54 acres located in Hooper Business Park in the amount of \$2,500,000.
- Deny the Land Sale Contract for Phase 1 of approximately 54 acres located in Hooper Business Park in the amount of \$2,500,000.
- Approve the Land Sale Contract for Phase 2 of approximately 8 acres located in Hooper Business Park in the amount of \$360,000.
- Deny the Land Sale Contract for Phase 2 of approximately 8 acres located in Hooper Business Park in the amount of \$360,000.

Questions?

**Staff Recommendation is to approve the contracts with Craftmasters.**



## **CONTRACT OF SALE**

This Contract of Sale (this “Contract”) is entered into by **BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION**, a Texas municipal development corporation located in the City of Burleson, Texas (“BEDC” or “Seller”) acting by and through the President of its Board of Directors (“BEDC Board”), and **CRAFTMASTERS REAL ESTATE LLC**, a Florida limited liability company, acting by and through its authorized managers (“Craftmasters” or “Purchaser”).

### **ARTICLE I.**

#### **AGREEMENT OF PURCHASE AND SALE**

**1.1. Agreement of Purchase and Sale.** For the consideration and upon and subject to the terms, provisions and conditions hereinafter set forth, Seller agrees to sell and convey unto Purchaser, and Purchaser agrees to purchase from Seller, that certain tract of land containing approximately 57.598 acres, located in the City of Burleson, Johnson County, Texas, as described in the attached Exhibit A and all buildings, fixtures and other improvements, if any, on the land (collectively, the “Land”), together with all and singular the rights, privileges, easements, hereditaments, entitlements and appurtenances of any kind or nature pertaining to the Land, including, but not limited to, any right, title and interest of Seller, if any, in and to (i) any site plans, surveys, soil and substrata studies, and other plans or studies of any kind that relate to the Land; and (ii) any rights pertaining to the Land, including utility service commitments, taps, and connections (collectively, the “Property”).

**1.2. Performance Agreement.** This Contract is made pursuant to that certain Performance Agreement between Seller and Purchaser dated June 30, 2023, attached hereto as Exhibit B and incorporated herein (the “Performance Agreement”). The Performance Agreement contemplates, among other things, the construction by Purchaser of the “Phase One” improvements, which include, but are not limited to: (a) a high-end campus for a postsecondary, higher education institution (the “Campus”); and (b) the national corporate headquarters of Craftmasters (“Craftmasters Headquarters”). The Performance Agreement further contemplates scheduled payments by BEDC to Purchaser upon reaching certain milestones set forth in Section 6.02 of the Performance Agreement (each, an “Incentive Payment”).

### **ARTICLE II.**

#### **PURCHASE PRICE**

**2.1. Purchase Price.** Subject to the conditions of this Contract and Section 2.36 of the Performance Agreement, Purchaser agrees to pay Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00) (the “Purchase Price”) in the following manner:

(a) The sum of One Hundred Twenty-Five Thousand and No/100 Dollars (\$125,000.00) shall be paid at Closing.

(b) The Balance of the Purchase Price, or Two Million Three Hundred Seventy Thousand and No/100 Dollars (\$2,375,000.00), shall be satisfied and evidenced by Purchaser's execution of a promissory note ("Note") to Seller.

(i) The Note shall be payable in full on the earlier of (i) August 31, 2026, or (ii) ninety (90) days following receipt of BEDC's Incentive Payment to Purchaser pursuant to Section 6.02(B) of the Performance Agreement (the "Section 6.02(B) Incentive Payment").

(ii) The Note shall be secured by a Deed of Trust ("Deed of Trust") covering the Property, with a Trustee to be named by Seller, and a vendor's lien on the Property, to be expressly retained by Seller in the deed to Purchaser of even date with the Deed of Trust.

**2.2. Repurchase Option.** An agreement evidencing the existence of a repurchase option and the specific terms thereof (the "Repurchase Option Agreement") shall be executed and acknowledged by Seller and Purchaser substantially in the form of Exhibit "E" attached hereto and by reference incorporated herein, and shall be delivered to Seller at the Closing and recorded in the Real Property Records of Johnson County, Texas. Upon Purchaser's request therefor, Seller shall execute and deliver an instrument, in recordable form, confirming, if true, that the Repurchase Option Agreement is no longer in effect.

**2.3. Deed Restriction.** An instrument stipulating that the Property or any portion thereof may not be used as a non-profit school, training academy, or the like for a term of twenty-five years and the specific terms thereof (the "Deed Restriction") shall be executed and acknowledged by Seller and Purchaser and shall be included in the special warranty deed conveying the Property to Purchaser, or by separate instrument and delivered to Seller at the Closing and recorded in the Real Property Records of Johnson County, Texas. The parties shall negotiate in good faith as to the form and content of the Deed Restriction prior to the end of the Inspection Period.

### ARTICLE III.

#### **PRE-CLOSING OBLIGATIONS AND CONDITIONS**

**3.1. Items to be Delivered by Seller.** Seller shall provide Purchaser with each of the following at Seller's sole cost and expense:

(a) Within seven (7) days after the Effective Date, a current commitment for the issuance of an owner policy of title insurance to Purchaser from Stewart Title Company, Attn: Misty Seay, 201 W Bufford St, Ste 103, Burleson, Texas 76028 (the "Title Company"), including true, correct and legible copies of all instruments referred to in the commitment as conditions or exceptions to title to the Land, including items listed in Schedule C of the commitment (the "Title Commitment");

(b) Within three (3) days after the Effective Date, Seller's existing survey of the Land, if any. Purchaser shall have the right to update or re-certify the existing survey,



or obtain a new survey of the Land (the “Survey”) at Purchaser’s expense. The legal description of the Land contained in the Survey, if different from the description contained in Exhibit A, shall, subject to Purchaser’s reasonable approval, be substituted for the description of the Land contained in Exhibit A, and this Contract shall be deemed automatically amended by the substitution of the legal description of the Land contained in the Survey, as a new Exhibit A hereto; and

(c) Within three (3) days after the Effective Date, to the extent they exist, are still valid and are available, Seller agrees specifically to provide Purchaser with, and acknowledges that Purchaser shall be relying on, copies of all agreements, contracts, documents, information, data, studies and reports which affect the Property, including, but not limited to, any plans, drawings, surveys, title policies, title reports, title opinions, title documents, mortgages or deeds of trust, declarations, restrictive covenants, easements, title exceptions, inspection reports, repair reports, traffic studies, utility expense history, environmental reports, geotechnical studies, flood studies, drainage plans, zoning reports, zoning information, oil and gas leases, permits, licenses, tax statements, litigation or threatened litigation, and a written description of all oral agreements with third parties, if any, affecting the Land or the operation thereof (collectively, the “Property Documents”).

#### ARTICLE IV.

##### **SURVEY AND TITLE REVIEW**

**4.1. Title Review Period.** Purchaser shall have a period beginning on the Effective Date and ending thirty (30) days thereafter (the “Title Review Period”) during which to review the state of Seller’s title to the Property. If the Survey or Title Commitment (collectively “Title Documents”) reflects or discloses any defect, exception or other matter affecting the Property that is unacceptable to Purchaser for any reason whatsoever, then, prior to the expiration of the Title Review Period, Purchaser may provide Seller with written notice of its objections and any curative actions or endorsements or modifications to the Title Policy (as hereinafter defined) or Survey that Purchaser requires (the “Title Defect Notice”). Seller shall use its reasonable efforts to remove or cure the objections contained in the Title Defect Notice to Purchaser’s satisfaction; provided, however, regardless of whether Purchaser objects thereto, Seller shall in all events cause to be released at its sole expense all mortgages, deeds of trust and other liens affecting the Property (“Mandatory Cure Items”). Seller shall notify Purchaser in writing (the “Title Cure Notice”), within ten (10) days after Seller’s receipt of the Title Defect Notice, of those matters that Seller will cure and those matters Seller is unable to cure pursuant to its obligations in the immediately preceding sentence. If Seller is unable to cure the objections contained in the Title Defect Notice as of or prior to Closing, Purchaser may, at its option, (i) accept such title as Seller can deliver, or (ii) terminate this Contract by notice in writing to Seller. In the event Purchaser fails to furnish Seller, prior to the expiration of the Title Review Period, either (A) notice that the Title Documents were satisfactory, or (B) a Title Defect Notice, Purchaser shall be deemed to have accepted the status of title as reflected by the Title Documents, except for the Mandatory Cure Items. Should one or more new exceptions arise (as reflected by an updated Title Commitment or updated Survey) after Purchaser has submitted its Title Defect Notice, then

Purchaser shall have ten (10) days after Purchaser's receipt of written notice of the new exception(s) to review and object to such new exception(s), and Seller shall have fifteen (15) days after Seller's receipt of such objection notice to eliminate such new exception(s) to the satisfaction of Purchaser (but Seller is not obligated to eliminate such new exceptions, other than liens or claims of liens), failing which Purchaser may, within five (5) business days from the end of the fifteen (15) day period, either terminate this Contract or waive any such uncured exceptions (unless such new exception is a lien or claim of lien, which Seller shall be obligated to release and have removed from title). Any title exceptions that are reflected by the Title Documents and that are not objected to by Purchaser or are otherwise waived by Purchaser pursuant to the terms of this Contract shall be considered the "Permitted Exceptions." In no event shall any Mandatory Cure Items be Permitted Exceptions.

## ARTICLE V.

### INSPECTION PERIOD

**5.1. Inspection Period.** Purchaser shall have a period beginning on the Effective Date and ending ninety (90) days thereafter (the "Inspection Period") during which to inspect the Property, review the Property Documents and otherwise satisfy contingencies. During the Inspection Period, Purchaser and its agents, contractors and designees shall have the right to enter upon the Land and conduct and prepare any and all tests, investigations, reports, studies, and inspections of the Property that Purchaser deems necessary in its sole discretion for the purchase of the Property, including, but not limited to, environmental, structural, geotechnical, soil, topographical, geological, subsurface, engineering, site planning, feasibility studies, title review, surveys and zoning analysis (collectively, the "Tests"). Seller shall cooperate in good faith with Purchaser and Purchaser's agents and employees during the Inspection Period, and shall provide Purchaser and Purchaser's agents and employees' access to the Property to perform the Tests. Seller hereby agrees to give Purchaser its reasonable cooperation and to confirm when requested by Purchaser, and within Seller's knowledge, the veracity of the information relied upon by Purchaser. It is acknowledged and agreed by Seller that no examination by Purchaser, its representatives, agents or contractors of the Property or the Property Documents shall be deemed to constitute a waiver or relinquishment on the part of Purchaser of its right to rely on the covenants, representations, warranties or agreements made by Seller in this Contract. If, during the Inspection Period, Purchaser determines that the Property is not suitable for Purchaser's intended development and use of the Property (as determined by Purchaser in its sole and absolute discretion) or if Purchaser determines for any reason or no reason that it does not desire to purchase the Property, then Purchaser may terminate this Contract by written notice to Seller ("Termination Notice"). If prior to the expiration of the Inspection Period Purchaser delivers the Termination Notice referenced above, this Contract shall terminate, and neither Seller nor Purchaser thereafter shall have any further right or obligation under this Contract unless expressly provided otherwise in this Contract.

## ARTICLE VI.

### REPRESENTATIONS, WARRANTIES,

### COVENANTS AND AGREEMENTS OF SELLER

**6.1. Representations and Warranties.** In order to induce Purchaser to enter into this Contract, Seller makes the following warranties and representations, which shall be true and correct as of the Effective Date and on the Closing Date:

(a) Seller has full capacity, right, power and authority to execute and deliver this Agreement and to perform all its obligations hereunder, and all consents and approvals have been obtained, and all other actions have been taken, in connection therewith. The individuals signing this Agreement on behalf of Seller have been duly authorized to sign the same on behalf of Seller.

(b) This Agreement is binding upon and enforceable against Seller in accordance with its respective terms.

(c) The execution and delivery by Seller, and the performance by Seller of all of the terms, of this Agreement, will not violate (i) any of the governing documents of Seller, (ii) any judgment, order, injunction, decree, law, regulation or ruling of any court or governmental agency, or (iii) any agreement to which Seller is a party or to which Seller or the Property is subject.

(d) Seller is a “United States person” within the meaning of Sections 1445(f)(3) and 7701(a)(30) of the Internal Revenue Code of 1986, as amended.

(e) Neither Seller nor its governing persons are in violation of Presidential Executive Order 13224, the USA Patriot Act, the Bank Secrecy Act, the Money Laundering Control Act or any regulations promulgated pursuant thereto.

(f) There are no pending actions, suits, arbitrations, claims, proceedings or investigations against or affecting the Property or Seller’s right to sell the Property, and to Seller’s actual knowledge, none are threatened.

(g) No judgments, orders, writs, injunctions or decrees of any court or governmental agency have been entered against Seller which have not been satisfied or released, and under or subject to which Seller is operating the Property.

(h) Seller is the sole owner of the Property. Seller has not entered into any currently binding contracts for the sale of, and no person or entity has any option or any other rights to purchase, all or any portion of the Property.

(i) There are no oral or written leases, licenses, rental agreements or occupancy agreements of any kind granting any right to the use or occupancy of all or any portion of the Land.

(j) There are no oral or written contracts or agreements regarding all or any portion of the Land, including any for the management, operation, repair or construction of the Land, including, without limitation, any service contracts, maintenance contracts, cleaning contracts, construction contracts, commission agreements, and contracts for the purchase or delivery of labor, services, materials, goods, inventory or supplies, equipment rental agreements, excluding this Agreement.

(k) Seller does not currently pay any taxes or assessments on the Property. The Property, however, is not presently assessed for ad valorem tax purposes under a special appraisal method for valuation which would result in “roll back” taxes following a change in use by Purchaser (“Roll Back Taxes”).

(l) The Property is not in violation of any applicable laws.

**6.2. Covenants and Agreements.** Prior to Closing, Seller covenants and agrees as follows:

(a) Seller shall give Purchaser and Purchaser’s agents, representatives, contractors and designees full access to the Property in order to make such inspections, surveys, test borings, soil analyses and other tests and surveys thereon as Purchaser, in its sole discretion, shall deem advisable. Seller shall furnish Purchaser such additional information concerning the ownership, management, operation and the condition of the Property as Purchaser may reasonably request. The cost and expenses of Purchaser’s investigation shall be borne solely by Purchaser. Purchaser shall indemnify and hold Seller harmless for any property damage or injury caused by Purchaser in connection with such inspections and tests, and this provision shall survive the termination or closing of this Contract;

(b) From and after the date hereof, Seller shall not (i) perform any grading or excavation, construction or removal of any improvement or make any other change or improvement upon or about the Property, (ii) create or incur, or suffer to exist, any mortgage, lien, pledge or other encumbrance in any way affecting the Property, other than the lien for taxes not yet due and payable and existing liens to be released at the Closing, (iii) commit any waste or nuisance upon the Property, or (iv) impose any easements, covenants, conditions or restrictions on the Property or institute or participate in any annexation, zoning, platting, dedication or other governmental action regarding the Property;

(c) Notwithstanding any other provisions contained herein, Seller, from the Purchase Price proceeds or otherwise, shall pay and discharge all liens against the Property other than the lien for current taxes which are not yet due and payable such that title to the Property will be conveyed to Purchaser free and clear of all liens other than the lien for current taxes which are not yet due and payable;

(d) Seller shall not, without the prior written consent of Purchaser, enter into, transfer, encumber, amend, extend, modify or in any way alter any lease, contract or agreement which affects the Property;

(e) Seller will cause the Property to be maintained and operated in a good manner in accordance with the manner as is being conducted at the time of execution hereof and in compliance with all applicable laws, rules and regulations, restrictive covenants and zoning ordinances. Seller will not use or occupy, or allow the use or occupancy of, the Property in any manner which violates any applicable laws, rules and regulations, restrictive covenants and zoning ordinances or which constitutes waste or a public or private nuisance or which makes void, voidable or cancelable, or increases the premium of, any insurance then in force with respect thereto. Seller will not permit the introduction or storage of any pollutants on the Land. Seller will not do or suffer to be done any act whereby the value of any part of the Property may be materially lessened;

(f) Seller will advise Purchaser promptly of any change in any applicable laws, regulations, restrictions, rulings, or orders which might affect the value or use of the Property by Purchaser of which Seller obtains knowledge. Seller will also advise Purchaser promptly of any litigation, arbitration or administrative hearing concerning or affecting the Property of which Seller obtains knowledge;

(g) Seller will not take any action or omit to take any action, which action or omission would have the effect of violating any of the representations and warranties of Seller contained in the Contract;

(h) Seller shall promptly furnish Purchaser with any and all notices concerning the Property that Seller receives from any and all appraisal districts, taxing authorities or any other governmental entities or of any litigation, arbitration or administrative hearing concerning the Property and any other material changes prior to Closing in any of the facts reflected in any statements, certificates, schedules, or other documents or any representation or warranties made or furnished by Seller in connection with this transaction. This covenant shall survive the Closing;

(i) In the event the Property is subject to any deed restrictions or restrictive covenants of any kind ("CCRs"), Seller shall diligently cooperate with and assist Purchaser in obtaining from all appropriate parties to the CCRs, including any owner association, any consents, approvals and/or estoppels requested by Purchaser; and

(j) Seller shall reasonably cooperate with Purchaser in connection with Purchaser's efforts to obtain construction financing and satisfy any lender requirements thereto, including but not limited to the subordination of the Note, Deed of Trust, and Vendor's Lien pursuant to commercially reasonable terms.

## ARTICLE VII.

### CONDITIONS PRECEDENT TO CLOSING/CONDEMNATION

**7.1. Conditions Precedent to Purchaser's Performance.** The obligation of Purchaser to close the transaction described in this Contract, unless waived in writing by Purchaser, shall be subject to the following conditions precedent:

- (a) All the representations and warranties of Seller set forth in this Contract shall be true and correct as of the date hereof and on the Closing Date;
- (b) Seller shall not have, on or prior to the Closing Date, failed to meet, comply with or perform any covenants or agreements of Seller required by the terms of this Contract or the Performance Agreement;
- (c) There shall be no change in the matters reflected on the Title Commitment or Survey from those matters appearing therein on the date of the expiration of the Inspection Period (except those changes requested by Purchaser in its Title Defect Notice);
- (d) The environmental condition of the Property on the Closing Date shall not be substantially and adversely changed from what existed on the earlier of (i) the effective date of any environmental report obtained by Purchaser and (ii) the expiration of the Inspection Period; and
- (e) On the date of Closing, there shall be no litigation pending or threatened, seeking (i) to enjoin the consummation of the sale and purchase hereunder, (ii) to recover title to the Property, or any part thereof or any interest therein, (iii) to increase substantially ad valorem taxes theretofore or thereafter assessed against the Land for which Purchaser will be liable, or (iv) to enjoin the violation of any law, rule, regulation, restrictive covenant or zoning ordinance that may be applicable to the Land.

In the event that any of the above conditions are not satisfied or waived in writing by Purchaser on or prior to the Closing Date, Purchaser may terminate this Contract by delivery of a written termination notice to Seller on or before the Closing Date, in which event of termination neither party thereafter shall have any further rights or obligations to each other under this Contract.

**7.2. Condemnation.** If prior to the Closing, condemnation proceedings are noticed or commenced with respect to any portion of the Property, Purchaser may terminate this Contract by delivering a written termination notice to Seller prior to the Closing Date. Prior to Purchaser terminating this Contract or if Purchaser does not terminate this Contract, both the Seller and the Purchaser, by their respective attorneys, shall have the right to appear and to defend their interests in the Property in such condemnation proceedings, and any award in condemnation prior to Closing shall become the property of Seller, and the Purchase Price shall be reduced by an amount equal to the greater of: (a) the condemnation award; or (b) per square foot Purchase Price specified in Section 2.1 multiplied by the number of gross square footage of land in the Property lost in such condemnation (or conveyance in lieu of such condemnation; provided, however, Seller shall make no conveyance in lieu of condemnation without Purchaser's prior written consent). In the event of such termination, neither party shall have any further liability to

the other under this Contract unless expressly provided otherwise in this Contract. If Purchaser does not terminate this Contract and proceeds to close prior to the condemnation award being made, Purchaser shall be entitled to all condemnation awards or awards in lieu of condemnation.

## ARTICLE VIII.

### CLOSING

**8.1. Time and Place.** The sale and purchase of the Property shall be consummated at a closing (the “Closing”) to be held at the offices of the Title Company. The Closing shall occur on May 31, 2024 (the “Closing Date”), or on an earlier date designated by Purchaser in writing (provided that Purchaser gives Seller at least five (5) business days advance written notice of such earlier designated date).

**8.2. Items to be Delivered by Seller at the Closing.** At the Closing, Seller shall deliver or cause to be delivered to Purchaser, at Seller’s sole cost and expense, each of the following items:

(a) a special warranty deed with vendor’s lien (“Deed”) duly executed and acknowledged by Seller, in the form of Exhibit C attached hereto and incorporated herein by reference, granting, conveying and warranting unto Purchaser good and indefeasible fee simple absolute title to the Land, free and clear of any liens, encumbrances, easements or other matters affecting title to the Property except the Permitted Exceptions, Deed Restriction, Deed of Trust, and the vendor’s lien on the Property securing the Note;

(b) a general assignment (the “General Assignment”), duly executed, of any and all rights of Seller in and to all portions of the Property not conveyed by the Deed, fully executed and acknowledged by Seller. Such assignment shall be in the form of Exhibit D attached hereto;

(c) The Repurchase Option Agreement duly executed by Seller, in the form of Exhibit E attached hereto;

(d) an Owner’s Policy of Title Insurance with such endorsements and modifications as Purchaser has requested in the Title Defect Notice, including the T-19 restrictions, encroachments, mineral endorsement and such other endorsements as Purchaser may request (the “Title Policy”) issued by the Title Company on the standard forms in use in the State of Texas, insuring good and indefeasible fee simple title to the Land in the Purchaser in a face amount equal to the Purchase Price and containing no exceptions except the Permitted Exceptions and the standard printed exceptions therein, except:

(i) the exception relating to restrictions against the Property shall be endorsed by the Title Company to read “none of record,” except for such restrictions as may be included in the Permitted Exceptions;

(ii) the exception relating to discrepancies, conflicts or shortages in area or boundary lines or any encroachment or overlapping of improvements which a survey might show shall be deleted except for “shortages in area”;

(iii) the blank in the taxes exception shall show the year of the Closing, and the taxes exception shall be endorsed “not yet due and payable”, and the tax exception shall be additionally subject to taxes for subsequent years, subsequent assessments for prior years due to change in land usage or ownership and any standby fees applicable to the Property; and

(iv) any liens imposed on the Property as the result of any financing incurred by Purchaser to purchase the Property.

(e) An affidavit that there are no parties in possession of the Property in form acceptable to Purchaser and any other affidavit required by the Title Company to close this Contract and issue the Title Policy;

(f) Such evidence or other documents that may be reasonably required by Purchaser or the Title Company evidencing the status and capacity of Seller and the authority of the person or persons who are executing the various documents on behalf of the Seller in connection with the sale of the Property;

(g) An affidavit in compliance with Section 1445 of the Internal Revenue Code and applicable regulations stating, under penalty of perjury, Seller’s United States taxpayer identification number and that Seller is not a “foreign person” as that term is defined in Section 1445; and

(h) The Deed Restriction duly executed by Seller.

**8.3. Items to be Delivered by Purchaser at the Closing.** At the Closing, Purchaser, at Purchaser’s expense, shall deliver to Seller the Purchase Price as set forth in Section 2.1, the General Assignment, the Note, the Repurchase Option Agreement referenced in Section 2.2, and the Deed Restriction referenced in Section 2.3, each duly executed.

**8.4. Adjustments and Prorations; Allocation of Costs.** At Closing, the following items shall be adjusted or prorated between Seller and Purchaser:

(a) Seller does not pay real estate taxes and assessments for the Property (“Real Estate Taxes”); however, if Real Estate Taxes are assessed against the Property for the year in which Closing occurs, then Seller and Purchaser agree to prorate, notwithstanding that Purchaser may be solely responsible for payment of the Real Estate Taxes after Closing, calculated as follows:

(i) If the Closing occurs before the amount of actual Real Estate Taxes for the calendar year in which the Closing occurs may be determined (“Current Year Taxes”), then there shall be a credit at the Closing in favor of Purchaser against the Purchase Price in an amount equal to the amount of Real



Estate Taxes estimated (“Estimated Current Year Taxes”) using the most recently assessed value of and promulgated tax rate for the Property prior to the Closing, multiplied by a fraction, the numerator of which is the number of days from and including January 1, to and including the day immediately preceding the date on which the Closing occurred, and the denominator of which is 365.

(ii) If the actual amount of Current Year Taxes to be paid by Purchaser are not determined until after Closing, then within thirty (30) days following receipt of the actual tax bill, Seller and Purchaser will reconcile to the credit already given Purchaser at Closing and Purchaser will pay to Seller the amount of any credit in excess of the prorated Current Year Taxes allocable to Seller or Seller shall reimburse to Purchaser any additional amount allocable to Seller of Current Year Taxes in excess of the amount credited to Purchaser at Closing.

(iii) If the Current Year Taxes charged to Purchaser after Closing are prorated so that no portion is allocable to the period prior to the Closing Date, then Purchaser shall not receive any credit at Closing nor will Seller have any further obligation for Current Year Taxes.

(iv) Seller shall be responsible for the payment of all Roll Back Taxes in full, if any.

(b) Seller agrees to pay the premium for the standard Texas Title Policy; the cost of preparing and recording the Deed, the Repurchase Option Agreement, the Deed Restriction, the Note, and any releases and other documents necessary to convey the Property in accordance with this Contract, as well as the other documents to be recorded as provided in this Contract; one half (1/2) of any escrow or closing fee charged by the Title Company; and any other similar closing costs customarily paid by a Seller of real property in Johnson County, Texas;

(c) Purchaser agrees to pay the costs of re-surveying or of the Survey, any Title Policy endorsements other than those issued in the issuance of the “Standard Texas Title Policy”, one half (1/2) of any escrow or closing fee charged by the Title Company; and any other similar closing costs customarily paid by a Purchaser of real property in Johnson County, Texas; and

(d) The agreements as to prorations, payment of taxes, and adjustments in this Section 8.4 shall survive the Closing. In the event, subsequent to Closing, that any adjustments made at the Closing pursuant to this Section 8.4 are found to be erroneous, then either party hereto who is entitled to additional monies shall invoice the other party for such additional amounts as may be owing, and such amounts shall be paid within ten (10) days from receipt of the invoice. Any amounts due and owing which are not paid within fifteen (15) days after receipt of the invoice therefor shall bear interest at the maximum lawful rate from such 15th day until paid.

**8.5. Right to Possession.** At the Closing, Purchaser shall have full and unrestricted right to possession of the Property and Seller will do such acts, execute such instruments and

take such action as may be appropriate or required to assure to Purchaser uninterrupted and full possession of the Property immediately following the Closing.

## ARTICLE IX.

### **REMEDIES UPON DEFAULT**

**9.1. Default by Seller.** In the event that Seller fails to comply with any condition, covenant or obligation it has hereunder, and such failure continues for a period of five (5) days after written notice to Seller, such failure shall be an event of default and Purchaser's sole remedy shall be to either (i) enforce specific performance or (ii) terminate this Contract by giving written notice thereof to Seller, whereupon neither party shall have any further rights or obligations under this Contract unless expressly provided otherwise in this Contract.

**9.2. Default by Purchaser.** In the event all conditions of this Contract are satisfied and all covenants and agreements to be performed by Seller prior to Closing are fully performed, and in the event that performance of this Contract is fully tendered by Seller and the sale is not consummated through default by Purchaser, and such default continues for a period of five (5) days after written notice to Purchaser, then Seller's sole and exclusive remedy shall be to terminate this Contract by giving written notice thereof to Purchaser, whereupon neither party hereto shall have any further rights or obligations under this Contract. Notwithstanding anything to the contrary contained herein, in no event shall Seller be entitled to demand from Purchaser the repayment of any Incentive Payments, except as expressly set forth in Article 8 of the Performance Agreement.

**9.3. Effect of Termination.**

(a) In the event this Contract is terminated in accordance with the terms hereof, then, without further action by either party, the Performance Agreement shall automatically terminate and neither party will have duties or obligations to the other under the Performance Agreement, except for those that expressly survive termination thereof.

(b) In the event the Performance Agreement is terminated in accordance with the terms thereof, then, without further action by either party, this Contract shall automatically terminate and neither party will have duties or obligations to the other under this Contract, except for those that expressly survive termination thereof.

## ARTICLE X.

### **MISCELLANEOUS**

**10.1. Notices.** All notices, demands or other communications given in connection with or required under this Contract must be in writing and delivered to the person to whom it is directed; notices, demands or other communications not given in the manner set forth in this Section 10.1 shall be void and of no effect. Notices, demands or other communications may be given by hand delivery, delivery service or by email. Any notice, demand or other communication given by certified mail, return receipt requested, shall be deemed to have been given and received upon deposit thereof (with proper postage affixed and addressed to the party to be notified as provided herein) with a post office or other depository under the care or custody of the United States Postal Service. Any notice, demand or other communication given by means other than certified mail, return receipt requested, shall be deemed to have been given and received when actually delivered to the below stated address of the party to whom it is addressed. All notices, demands and other communications shall be given to the parties hereto at the following addresses:

Purchaser:	Craftmasters Real Estate LLC c/o Craftmasters, LLC 123 Garfield Ave. Winter Park, FL 32789 Attention: Brad Thompson Justin Bond Email: brad@craftmasters.com justin@radev.biz
Copies to:	Jackson Walker LLP Attention: Bill Dahlstrom Miguel Ortiz 2323 Ross Avenue, Suite 600 Dallas, Texas 75201 Email: wdahlstrom@jw.com mortiz@jw.com
Seller:	Burleson 4A Economic Development Corporation Attn: Economic Development Director 141 West Renfro Burleson, Texas 76028
Copies to:	Betsy Elam Taylor, Olson, Adkins, Sralla & Elam, L.L.P. 6000 Western Place Suite 200 Fort Worth, Texas 76107

Any party entitled to receive notices hereunder may change the address for notice specified above by giving the other parties entitled to receive notices hereunder ten days' advance written notice of such change of address.

**10.2. Contract to Survive.** Any and all representations, warranties, covenants and agreements contained herein shall not be deemed to be merged into or waived by the instruments of the Closing but shall expressly survive the Closing.

**10.3. Binding Contract; Assignment.** This Contract shall be binding upon and inure to the benefit of the successors and assigns of the Parties. This Contract may be assigned in whole to any a parent company or wholly owned subsidiary entity that directly controls, is controlled by, or is under common control with Craftmasters (an “Affiliate”) without the prior written consent of the BEDC. This Contract shall not be assigned in whole or in part to any non-Affiliate without the prior written consent of the BEDC Board and ratification by the City Council of the City of Burleson (“City Council”), which consent shall not be unreasonably withheld if the assignee demonstrates the financial ability to perform in the reasonable judgment of the BEDC Board and City Council. Each assignment shall be in writing executed by Craftmasters and the assignee and shall obligate the assignee to be bound by this Contract to the extent this Contract applies or relates to the obligations, rights, title or interests being assigned. No assignment by Craftmasters shall release Craftmasters from any liability that resulted from an act or omission by Craftmasters that occurred prior to the effective date of the assignment unless the BEDC approves the release in writing. Craftmasters shall maintain written records of all assignments made by Craftmasters to assignee, including a copy of each executed assignment and the assignee’s notice information as required by this Contract, and, upon written request from the BEDC, any party or assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning party’s sale, assignment, transfer or other conveyance of any interest in this Contract or the Property. The BEDC shall not be required to make any representations with respect to any assignment and shall not be required to consent to an assignment to an Affiliate.

**10.4. Interpretation and Applicable Law.** This Contract shall be construed and interpreted in accordance with the laws of the State of Texas. Where required for proper interpretation, words in the singular shall include the plural, and the masculine gender shall include the neuter and the feminine, and vice versa. The descriptive headings of the several articles, sections and paragraphs contained in this Contract are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof. The term “including,” and compounds of the word “include,” when preceding a list shall be deemed to mean “including but not limited to.” If the final day of any period or any date of performance under this Contract falls on a Saturday, Sunday or legal holiday, then the final day of the period or the date of performance shall be extended to the next day which is not a Saturday, Sunday or legal holiday. Jurisdiction to adjudicate any provision, term, and or breach of this Contract shall be exclusively in State Court in Johnson County Texas, the County in which the Property is located.

**10.5. Amendment.** Except as provided above with respect to the automatically substituted Exhibit A Land description, this Contract may not be modified or amended, except by an agreement in writing signed by the Seller and the Purchaser. The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only if in writing and signed by the party waiving such conditions or obligations.

**10.6. Attorneys' Fees.** In the event either party files a lawsuit in connection with this Contract or any provisions contained herein, then the party that prevails in such action shall be entitled to recover from the non-prevailing party, in addition to all other remedies or damages as limited herein, reasonable attorneys' fees and costs of court incurred in such lawsuit. This provision shall survive the termination or Closing of this Contract.

**10.7. Entire Agreement.** This Contract constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. Unless set forth in this Contract, no representations, warranties, covenants, agreements or conditions shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Contract.

**10.8. Miscellaneous.** This Contract may be executed in two or more separate counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures on counterparts of this Contract that are transmitted by fax, pdf or tif format shall be deemed effective for all purposes. If, pursuant to this Contract, any date indicated herein falls on a holiday or a Saturday or Sunday, the date so indicated shall mean the next business day following such date. The term "holiday" shall mean any day on which state or national banks are not open for business in the State of Texas. The "Effective Date" of this Contract shall be the date on which it is fully executed by the last of Seller or Purchaser. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Seller shall not, without the prior written consent of Purchaser, disclose to any person or party (except those persons or parties incidentally involved herein) the economic terms of this Contract or the identity of Purchaser. This covenant shall survive the Closing or termination of this Contract.

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**SELLER:**

**BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION**, a Texas municipal development corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Board President

Date: \_\_\_\_\_, 2023

THE STATE OF TEXAS           §  
   §  
 COUNTY OF DALLAS           §

This document was acknowledged before me on the \_\_ day of \_\_\_\_, \_\_\_\_, by \_\_\_\_\_, Board President of Burleson 4A Economic Development Corporation, a Texas municipal development corporation, on behalf of said corporation.

\_\_\_\_\_  
 Notary Public, State of Texas  
 SEAL:

[Signatures Continue on Following Page]

**PURCHASER:**

**CRAFTMASTERS REAL ESTATE LLC,** a  
Florida limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_, 2023

Exhibit A: Land Description  
Exhibit B: Performance Agreement  
Exhibit C: Form of Deed  
Exhibit D: Assignment  
Exhibit E: Form of Repurchase Option Agreement

**EXHIBIT A****LEGAL DESCRIPTION OF LAND****LEGAL DESCRIPTION:**

A TRACT OF LAND SITUATED IN THE D. DYKES SURVEY, ABSTRACT NO. 229, JOHNSON COUNTY, TEXAS, BEING A PORTION OF THAT TRACT OF LAND CONVEYED TO BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION IN THAT DEED RECORDED IN INSTRUMENT NO. 2021-21498, DEED RECORDS, JOHNSON COUNTY, TEXAS (D.R.J.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND IN THE NORTHWESTERLY LINE OF A TRACT OF LAND CONVEYED TO BURLESON DEVELOPMENT INC. IN THAT DEED RECORDED IN INSTRUMENT NO. 2017-24891, D.R.J.C.T. FOR THE MOST SOUTHERLY CORNER OF SAID BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION TRACT AND FOR THE MOST EASTERLY CORNER OF A TRACT OF LAND CONVEYED TO ANIMAL PANCAKES LLC. IN THAT DEED RECORDED IN VOLUME 4313, PAGE 277, D.R.J.C.T.;

THENCE ALONG THE NORTHEASTERLY LINE OF SAID ANIMAL PANCAKES LLC. TRACT N 44°44'59" W, A DISTANCE OF 1948.77 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "RPLS 5544" AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 1940.00 FEET, WHOSE LONG CHORD BEARS S 86°16'52" E, 2532.10 FEET;

THENCE LEAVING SAID NORTHEASTERLY LINE ALONG SAID NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 81°28'35", AN ARC LENGTH OF 2758.74 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "RPLS 5544";

THENCE S 45°32'35" E, A DISTANCE OF 77.15 FEET TO 1/2" IRON ROD SET WITH A CAP STAMPED "RPLS 5544" IN THE SOUTHEASTERLY LINE OF SAID BURLESON 4A ECONOMIC DEVELOPMENT TRACT;

THENCE S 46°51'45" W, A DISTANCE OF 399.18 FEET TO A 1/2" IRON ROD FOUND;

THENCE S 46°05'52" W, A DISTANCE OF 629.05 FEET TO A 1/2" IRON ROD FOUND;

THENCE S 45°32'41" W, A DISTANCE OF 651.94 FEET TO THE POINT OF BEGINNING AND CONTAINING 57.598 ACRES OF LAND MORE OR LESS.

**SURVEYOR'S CERTIFICATE:**

PREPARED BY ME OR UNDER MY DIRECTION.



*Matt Powell*  
MATT POWELL  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NO. 5544

DATED: 06/15/23



DATE: 06-15-23

DRAWN: J.A.F.

CHECKED: M.P.

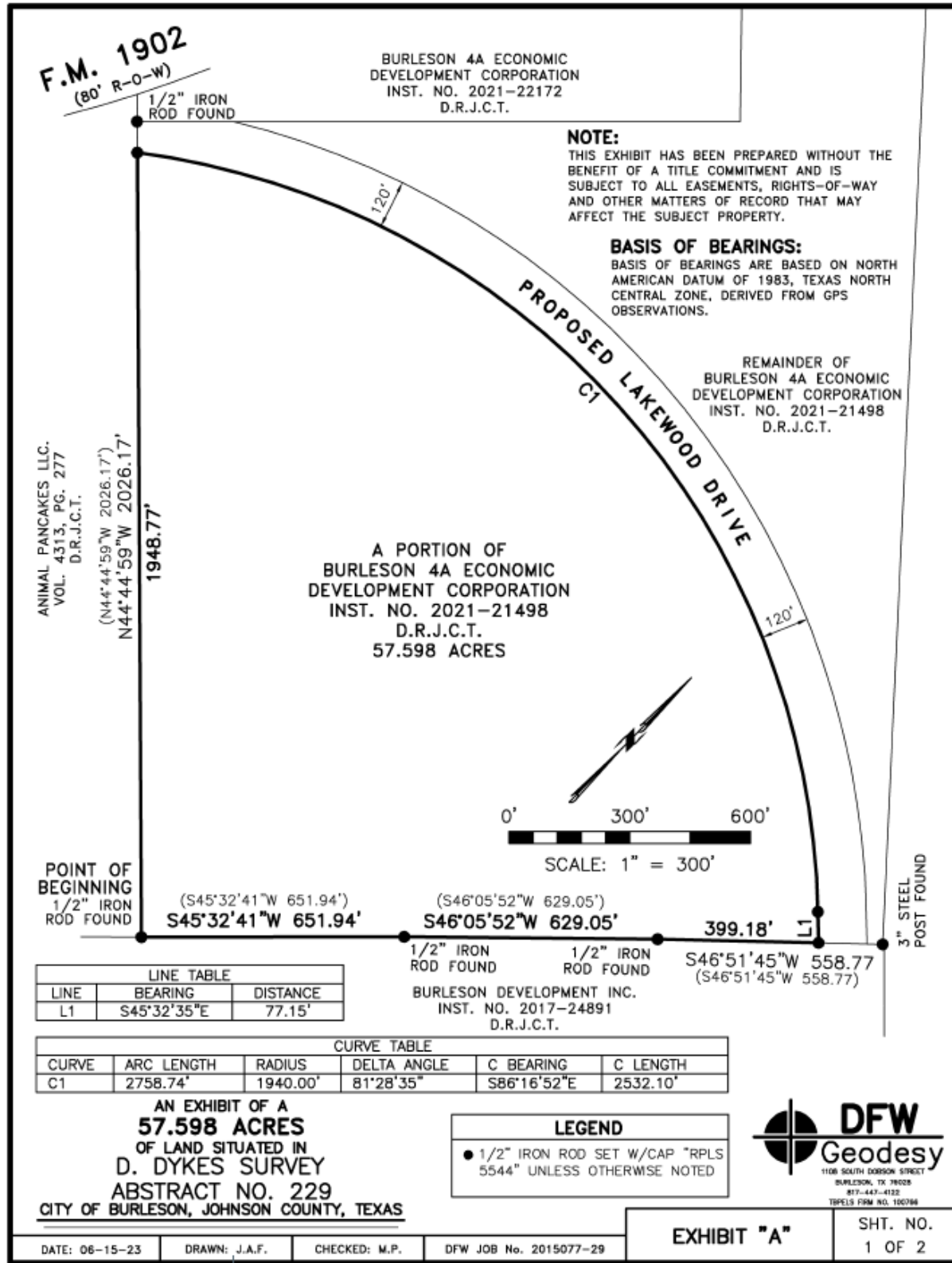
DFW JOB No. 2015077-29

EXHIBIT "A"

SHT. NO.  
2 OF 2

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**EXHIBIT B**  
**PERFORMANCE AGREEMENT**

[To be added]

**EXHIBIT C**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**SPECIAL WARRANTY DEED WITH VENDOR'S LIEN**

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF \_\_\_\_\_ §

THAT THE UNDERSIGNED, \_\_\_\_\_, ("Grantor"), whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration to the undersigned in hand paid to Grantor by \_\_\_\_\_, ("Grantee") whether one or more, whose mailing address is \_\_\_\_\_, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee of one certain Promissory Note in the principal sum of TWO MILLION THREE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$2,375,000.00) of even date herewith payable to the order of Grantor bearing interest at the rate therein provided, said Promissory Note containing the usual reasonable attorney's fees clause and various acceleration of maturity clauses in case of default at the rate therein provided, and being secured by Vendor's Lien and superior title retained herein in favor of Grantor and being also secured by a Deed of Trust of event date herewith from Grantee to \_\_\_\_\_, Trustee, has GRANTED, SOLD and CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY unto Grantee, the real property described on Exhibit "A" attached hereto and made a part hereof for all purposes, along with any and all buildings, fixtures and other improvements located thereupon, and together with and singular the rights, privileges, easements, hereditaments, entitlements and appurtenances of any kind or nature pertaining thereto, including, but not limited to, any right, title and interest of Grantor in and to any site plans, surveys, soil and substrata studies, and other plans or studies of any kind that relate thereto, and any including utility service commitments, taps, and connections (collectively, the "Property").

**TO HAVE AND TO HOLD** the Property together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever, subject to the matters herein stated; and Grantor does hereby bind itself and its successors and assigns, to **WARRANT AND FOREVER DEFEND**, all and singular, the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

This conveyance is being made by Grantor and accepted by Grantee subject only to those certain title exceptions and other matters set forth in Exhibit "B" (the "Permitted Exceptions") attached hereto and made a part hereof for all purposes, but only to the extent that such exceptions are valid, existing, and, in fact, affect the Property, and without re-imposing same.

It is expressly agreed that the Vendor's Lien is retained in favor of the payee of said Promissory Note against the above-described property, premises, and improvements, until said Promissory Note and all interest thereon shall been fully paid according to the terms thereof, when this Deed shall become absolute.

EXECUTED to be effective the \_\_\_\_ day of \_\_\_\_\_, 2023.

**GRANTOR:**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

After Recording, Return to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT D**

## FORM OF ASSIGNMENT

## BILL OF SALE, ASSIGNMENT AND ASSUMPTION

STATE OF TEXAS                   §  
   §       KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF \_\_\_\_\_ §

This BILL OF SALE, ASSIGNMENT AND ASSUMPTION (this “Assignment”) is executed and delivered effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023 (the “Effective Date”), by \_\_\_\_\_, (“Assignor”) and \_\_\_\_\_ (“Assignee”).

## Preliminary Statements

The following statements are a material part of this Assignment:

A. This Bill of Sale and Assignment and Assumption is given pursuant to that certain Contract of Sale dated as of \_\_\_\_\_, 2023 (the “Contract”), between Assignor and Assignee, providing for, among other things, the conveyance of all of Assignor’s interest in and to the land described on Exhibit A attached hereto (the “Land”), together with all improvements thereon and other property more particularly described therein (collectively, the “Property”), which conveyance has been effected concurrently herewith by Special Warranty Deed (the “Deed”) from Assignor to Assignee.

B. Assignor desires to assign to Assignee all of Assignor's right, title and interest, if any, to (a) Seller's interest in all warranties, guaranties, indemnity rights and bonds relating solely to the Land or the improvements thereon, and (b) Seller's interest, if any, in all studies, reports and other written materials pertaining to the Land and improvements thereon, including, without limitation, site plans, surveys, plans and specifications, and technical, engineering, environmental, appraisal and other reports, studies and proposals which relate solely to the Land or any improvements thereon (collectively called the "Assigned Properties").

Agreements:

NOW THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged:

1. Assignment and Assumption. Subject to the Permitted Exceptions and Deed Restrictions in the Deed or otherwise affecting the Property, Assignor hereby assigns, transfers and conveys unto Assignee all of Assignor's right, title and interest, if any, to the extent transferable without cost, expense or liability to Assignor, in and to the Assigned Properties.

Assignee does not assume, and Assignor shall continue to be responsible for, any and all obligations and liabilities with respect to the Assigned Properties that accrued prior to this Assignment.

2. Binding Effect. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

3. Counterparts. This Assignment may be executed in a number of identical counterparts (including via facsimile), each of which shall be deemed an original.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed effective as of the Effective Date.

**ASSIGNOR:**

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**EXHIBIT E**

**FORM OF REPURCHASE OPTION AGREEMENT**

This Repurchase Option Agreement (herein called “Agreement”) is dated as of \_\_\_\_\_, 2023 and made and entered into by and between **BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION**, a Texas municipal development corporation (“Seller”) and **CRAFTMASTERS REAL ESTATE LLC**, a Florida limited liability company (“Purchaser”) upon the terms and conditions set forth herein:

**WITNESSETH:**

WHEREAS, Seller and Purchaser entered into that certain Performance Agreement Between the Burleson 4A Economic Development Corporation and Craftmasters dated June 30, 2023 (the “Performance Agreement”);

WHEREAS, pursuant to the Performance Agreement, Seller and Purchaser entered into that certain Purchase and Sale Agreement dated \_\_\_\_\_ (the “Contract”) whereby Seller agreed to sell that certain tract of land more particularly described on Exhibit “A” attached hereto (the “Property”); and

WHEREAS, in connection with the closing of the purchase and sale of the Property, Purchaser has agreed to grant Seller the right to repurchase the Property on the condition set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration paid by Seller to Purchaser, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Defined Terms. Unless otherwise expressly provided in this Agreement, capitalized terms used herein shall have the same meanings given to it in the Performance Agreement.
2. Grant of Option. Purchaser hereby grants to Seller an option (the “Option”) to purchase the Property in accordance with the provisions hereof during the Exercise Period (defined below).
3. Exercise Period. Unless sooner terminated pursuant to Section 5 hereof, the Option may only be exercised by written notice from Seller to Purchaser during the thirty (30) day period beginning on June 30, 2024 and ending on July 30, 2024, subject to extension as provided in Article 13 of the Performance Agreement, (such period, the “Exercise Period”).
4. Expiration Date. Unless sooner terminated pursuant to Section 5 hereof, the Option shall automatically expire at 5:00 o’clock p.m. Central time on the date which the Exercise Period expires (the “Expiration Date”), unless prior to the Expiration Date the Option is exercised by Seller.

5. Termination. The Option shall automatically terminate on the date that Purchaser Commences Construction of the Campus and Craftsmasters Headquarters as required by the Performance Agreement (the "Construction Commencement Date").

6. Purchase Price. The total purchase price (the "Purchase Price") for the Property shall be the purchase price set forth in Section 2.1 of the Contract, plus any reasonable hard and soft costs actually paid by Purchaser in connection with the construction of improvements made on the Property.

7. Manner of Exercise. The Option may be exercised by Seller during the Exercise Period upon written notice delivered to Purchaser at the address specified in the Performance Agreement, which shall contain a statement by Seller of its election to exercise the Option and shall designate a date and hour of closing ("Notice of Exercise"). Where used herein, the term "Closing" shall mean the event and time at which Seller delivers the Purchase Price as set forth in Section 6 hereof to Purchaser and at which Purchaser re-conveys the Property to Seller by special warranty deed free and clear of all liens and encumbrances, with no title exceptions other than those existing on the date Seller conveyed the Property to Purchase and any easements put in place in connection with Purchaser's development of the Property, except the lien for ad valorem taxes shall be limited to the year of re-conveyance. Taxes shall be prorated for the year of re-conveyance as of the date of the repurchase. Seller shall be responsible for cost of a title policy insuring fee simple ownership of the Property in Purchaser subject to no exceptions other than as permitted above. All other closing costs shall be pursuant to local custom. The Closing Date so designated by Seller shall be no more than thirty (30) days following the effective date of the Notice of Exercise.

8. Failure to Exercise Option or Failure to Timely Close. If Seller does not exercise the Option as provided herein, or if Seller exercises the Option but fails to complete its acquisition of the Property within thirty (30) days thereafter, the Option shall expire, this Agreement shall be considered null and void, the consideration paid by Seller shall be retained by Purchaser free of all claims of Seller, and neither party shall have any further rights or claims against the other.

9. Remedies Upon Default Following Exercise of Option. In the event, following the effective date of the Notice of Exercise, all conditions of the Option are fully satisfied by Seller and the Purchase Price is tendered and the Option is not consummated through default of Purchaser, Seller may, as its sole and exclusive remedy, elect to either terminate this Agreement or enforce specific performance of this Agreement against Purchaser within thirty (30) days of Purchaser's default thereof.

10. Captions. The captions and headings used in this Agreement are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions hereof.

11. Number and Gender of Words. Whenever herein the singular number is used, the same shall include the plural where appropriate and words of any gender shall include each other gender where appropriate.

12. Notices. All notices and other communications given pursuant to this Agreement shall be in writing and shall be: (a) mailed by first class, United States Mail, postage prepaid, certified, with return receipt requested, and addressed to the parties hereto at the address specified in the Contract, (b) hand-delivered to the intended addressee, (c) sent by a nationally recognized overnight courier service, (d) sent in another manner permitted hereunder or (e) sent by electronic email. All notices shall be effective upon delivery to the address of the addressee (even if such addressee refuses delivery thereof). The parties hereto may change their addresses by giving notice thereof to the other in conformity with this Section 12.

13. Governing Law; Venue. This Agreement is being executed and delivered and is intended to be performed in the State of Texas, and the laws of such State shall govern the validity, construction, enforcement and interpretation of this Agreement. Any dispute involving this Agreement shall be resolved in the courts of Johnson County, Texas.

14. Attorneys' Fees. If it shall be necessary for either party to employ an attorney to enforce their respective rights pursuant to this Agreement because of the default of the other party, the defaulting party shall reimburse the non-defaulting party for its reasonable attorneys' fees and associated costs.

15. Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provisions shall be fully severable the same as if such invalid or unenforceable provisions had never comprised a part of the Agreement; and the remaining provisions of the Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be automatically as a part of this Agreement, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

16. Parties Bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

17. Time of the Essence. It is expressly agreed by the parties hereto that time is of the essence with respect to this Agreement. If the final day of any period of any date of performance under this Agreement falls on a Saturday, Sunday or legal holiday, then the final day of said period or the date of performance shall be extended to the next business day thereafter.

18. Termination of Agreement. Upon the earlier to occur of (i) the Construction Commencement Date or (ii) the Expiration Date, this Agreement shall be null and void and of no further force or effect. Upon request from Purchaser following any such automatic termination, Seller agrees to execute and deliver to Purchaser an instrument formally terminating this Agreement (provided that such obligation shall not affect the automatic termination described in this Section).

[End of text; signature page follows.]

EXECUTED effective as of the date first written above.

**SELLER:**

**BURLESON 4A ECONOMIC  
DEVELOPMENT  
CORPORATION**, a Texas municipal development  
corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Board President

Date: \_\_\_\_\_, 2023

THE STATE OF TEXAS           §  
   §  
COUNTY OF DALLAS         §

This document was acknowledged before me on the \_\_ day of \_\_\_\_, 2023, by  
\_\_\_\_\_, Board President of Burleson 4A Economic Development Corporation, a  
Texas municipal development corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas  
SEAL:

[Signatures Continue on Following Page]

**PURCHASER:**

**CRAFTMASTERS REAL ESTATE LLC**, a  
Florida limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2023

THE STATE OF TEXAS           §

§

COUNTY OF DALLAS           §

This document was acknowledged before me on the\_\_ day of \_\_\_\_, 2023, by  
\_\_\_\_\_, \_\_\_\_\_of **CRAFTMASTERS REAL ESTATE LLC**, a Florida  
limited liability company, on behalf of said limited partnership.

\_\_\_\_\_  
Notary Public, State of Texas

SEAL:

**Exhibit A**  
**Legal Description of Property**

## RESOLUTION 4A081523CraftmastesPhaseOne

**A RESOLUTION OF THE BURLESON 4A ECONMIC DEVELOPMENT CORPORATION AUTHORIZING THE BOARD PRESIDENT TO EXECUTE THE REAL ESTATE CONTRACT BETWEEN THE TYPE A CORPORATION, AS SELLER, AND CRAFTMASTERS REAL ESTATE, LLC AS BUYER, TO SELL FEE SIMPLE TITLE TO A 57.598 ACRE TRACT OF LAND SITUATED IN D. DYKES SURVEY, ABSTRACT NO. 229, BURLESON, JOHNSON COUNTY, TEXAS (THE "PROPERTY"), FOR THE SALES PRICE OF \$2,500,000.00, AND OTHER CONSIDERATION, AS PRESCRIBED IN THE REAL ESTATE CONTRACT ATTACHED IN EXHIBIT "A" (THE "CONTRACT"); AUTHORIZING THE BOARD PRESIDENT TO EXECUTE ALL DOCUMENTS NECESSARY TO CLOSE ON THE CONTRACT; AUTHORIZING THE EXPENDITURE OF FUNDS; REQUEST FOR BURLESON CITY COUNCIL RATIFICATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Burleson 4A Economic Development Corporation, known as the "Type A Corporation", incorporated and certified in October 2000 under the authorization of the Development Corporation Act of 1979; and

**WHEREAS**, the City of Burleson, Texas ("City"), is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

**WHEREAS**, the Type A Corporation and Craftmasters Real Estate, LLC desire to enter into the real estate contract attached hereto as Exhibit "A" and incorporated herein by reference for all purposes (the "Contract"); and

**WHEREAS**, the Type A Corporation desires that the Board President, Dan McClendon, execute the Contract on behalf of the Type A Corporation with Craftmasters Real Estate, LLC; and

**WHEREAS**, the Type A Corporation desires to close the real estate transaction described in the Contract; and

**WHEREAS**, the Type A Corporation desires the Board President, Dan McClendon, execute all documents necessary to close the real estate transaction described in the Contract; and

**WHEREAS**, the Type A Corporation desires to sell the Property pursuant to the Contract; and

**WHEREAS**, the Type A Corporation desires the City approve this action;

**NOW, THEREFORE, BE IT RESOLVED BY THE BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS, THAT:**

### Section 1.

The Board President, Dan McClendon, is authorized: (a) to execute on behalf of the Type A Corporation (i) the Contract between the Type A Corporation and the Craftmasters Real Estate, LLC, substantially in the form attached as Exhibit "A", with the purchase price of \$2,500,000.00 and other consideration, and (ii) any other documents necessary for closing the transaction contemplated by the Contract; and (b) to make expenditures in accordance with the terms of the Contract and in closing the transaction contemplated by the Contract.

## **Section 2.**

The foregoing recitals are adopted and incorporated herein for all purposes.

## **Section 3.**

The Type A Corporation hereby requests that the City Council of the City of Burleson ratify this resolution and actions of the Type A Corporation. Accordingly, this resolution shall take effect immediately after such ratification.

**PASSED, APPROVED, AND SO RESOLVED** by the Board of Directors of the Burleson 4A Economic Development Corporation on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

---

Dan McClendon, Board President  
Burleson 4A Economic Development Corporation

ATTEST:

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Amanda Campos, Secretary



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## Economic Development Corporation (Type A)

**DEPARTMENT:** Economic Development

**FROM:** Alex Philips, Economic Development Director

**MEETING:** August 15, 2023

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**SUBJECT:**

Consider approval of a resolution authorizing an unimproved property contract between the Burleson 4A Economic Development Corporation and Craftmasters Real Estate, LLC, purchasing approximately 8 acres within Hooper Business Park in Johnson County, Texas in the amount of \$360,000. *(Staff Contact: Alex Philips, Economic Development Director)*

**SUMMARY:**

Craftmasters is a new for profit trade school that has identified Hooper Business Park for its Campus Headquarters, student experience center, coffee shop and future Headquarters Expansion.

The Burleson 4A Economic Development Corporation and the City Council approved a Performance Agreement with Craftmasters Real Estate, LLC, on June 20, 2023.

Craftmasters and staff have been engaged on the site since January of 2023 and development of their \$150 Million capital investment in Burleson, Texas. The Performance Agreement outlines that Craftmasters to be under contract of Phase 1 and Phase 2 property by August 31, 2023.

- Phase 1 land sale contract is for a 54-acre parcel located in Hooper Business Park with the amount to purchase being \$2,500,000 which is outlined in the Performance Agreement. This contract is set to be closed on or before May 31, 2024 with a down payment of \$125,000. Once Craftmasters receives the \$2,500,000 incentive payment for exceeding the \$4,000,000 in construction expenditures Craftmasters will have 90 days to pay the balance of the land purchase in the amount of \$2,375,000.
- Phase 2 land sale contract is for an approximate 8-acre site located in Hooper Business Park with the amount to purchase being \$360,000 which is outlined in the Performance Agreement and to close and purchase the Phase 2 property by August 31, 2028.

**OPTIONS:**

- 1) Approve the Land Sale Contract between the Burleson 4A Economic Development Corporation and Craftmasters.
- 2) Deny the Land Sale Contract between the Burleson 4A Economic Development Corporation and Craftmasters.

**RECOMMENDATION:**

Staff recommends approval of the Land Sale Contract between Burleson 4A Economic Development Corporation and Craftmasters.

**PRIOR ACTION/INPUT (Council, Boards, Citizens):**

The Burleson 4A Economic Development Corporation and City Council approved the Performance Agreement on June 20, 2023.

**FISCAL IMPACT:****STAFF CONTACT:**

Alex Philips  
Economic Development Director  
[aphilips@burlesontx.com](mailto:aphilips@burlesontx.com)  
817-426-9613

# Economic Development





# Craftmasters

# Development Proposal from Craftmasters

- Craftmasters to purchase 62 acres in 2 phases located in the Hooper Business Park for the campus headquarters, headquarters expansion, coffee shop and student experience center.
- Craftmasters is proposing a corporate campus of construction trade skills with an enrollment of a minimum of 5000 students by 2031, phased in six equal portions over a six-year period beginning 2026. Capital investment would be \$90 million by the 2026 tax year.
- Corporate headquarter expansion of a minimum of 400 new employees with an average wage of \$54,000 by 2031 phased in over a six year period beginning in 2026. The headquarters would add an additional \$25 million in capital investment by the 2029 tax year.
- Design and construct a residential community of at least 100 single-family units on a property in the vicinity as a part of the trade school training program. Capital investment would be \$35 million by the 2033 tax year, phased in six equal portions over a six-year period beginning 2028.



- **Capital investment at full buildout is \$150 Million**



# Craftmasters FTE & Enrollment Build Up



Item C.

<i>Milestone</i>		<i>*School Opens Fall of '24</i>			<i>*Campus Phase 1-B Completed</i>		<i>*Corporate Headquarters Phase 1</i>
Year		2024	2025	2026	2027	2028	2029
Enrollment - Burleson Campus		1152	3049	3049	4151	6048	6048
Employees - Burleson		109	194	195	294	370	514
Average Salary		\$68,342					

- Campus is the largest phase in size and capital investment
- Average annual salary in Burleson - \$54,000

# Craftmasters Incentive

## Timeline

Craftmasters Obligations  
prior to Construction

August 31, 2023

Real estate contract executed on the Phase One property which is a 54-acre property in the amount of \$2,500,000 and on the Phase Two Property which is an 8 acre tract in the amount of \$360,000.

December 31, 2023

Prospect to complete a pre-development meeting with the city.

December 1, 2023

Prospect to submit an application for platting and zoning approval.

March 31, 2024

Prospect to submit building plans of at least 190,000 square feet development for the Campus and Craftmasters Headquarters

May 31, 2024

Purchase the Phase One 54-acre parcel. Down payment of \$125,000

EDC to pay for additional cost to design, construct or realign the water and sewer infrastructure for their usage up to \$445,000.

Regional detention pond to be constructed offsite for Hooper Business Park up to \$6,500,000.

Within 30 days of the building permit issuance the EDC to provide a cash grant of \$500,000

4A  
Obligations



# Craftmasters



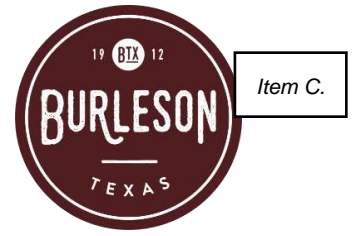
- The Burleson 4A Economic Development Corporation and City Council approved the agreement on June 20, 2023.
- The next performance agreement measure is to take action on the Land Sale Contracts.
  - Phase 1 is for approximately 54 acres located in Hooper Business Park in the amount of \$2,500,000.
  - Phase 2 is for approximately 8 acres located in Hooper Business Park in the amount of \$360,000
- Phase 1 to be closed on or before May 31, 2024 with a \$125,000 down payment.
  - Upon paying Campus and Craftmasters Headquarters construction expenditures in an amount exceeding \$4,000,000 the EDC will provide a cash grant of \$2,500,000 within 30 days.
    - **Once the \$2,500,000 incentive has been paid to Craftmasters it would trigger a 90 day period for Craftmasters to pay the balance of the land purchase of \$2,375,000.**
- Phase 2 to be closed on or before August 31, 2028.







## Craftmasters Land Sale Contracts



- Approve the Land Sale Contract for Phase 1 of approximately 54 acres located in Hooper Business Park in the amount of \$2,500,000.
- Deny the Land Sale Contract for Phase 1 of approximately 54 acres located in Hooper Business Park in the amount of \$2,500,000.
- Approve the Land Sale Contract for Phase 2 of approximately 8 acres located in Hooper Business Park in the amount of \$360,000.
- Deny the Land Sale Contract for Phase 2 of approximately 8 acres located in Hooper Business Park in the amount of \$360,000.

**Questions?**

**Staff Recommendation is to approve the contracts with Craftmasters.**

## **CONTRACT OF SALE**

This Contract of Sale (this “Contract”) is entered into by **BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION**, a Texas municipal development corporation located in the City of Burleson, Texas (“BEDC” or “Seller”) acting by and through the President of its Board of Directors (“BEDC Board”), and **CRAFTMASTERS REAL ESTATE LLC**, a Florida limited liability company, acting by and through its authorized managers (“Craftmasters” or “Purchaser”).

### **ARTICLE I.**

#### **AGREEMENT OF PURCHASE AND SALE**

**1.1. Agreement of Purchase and Sale.** For the consideration and upon and subject to the terms, provisions and conditions hereinafter set forth, Seller agrees to sell and convey unto Purchaser, and Purchaser agrees to purchase from Seller, that certain tract of land containing approximately 8 acres, more or less, as finally determined by the Survey, and located in the City of Burleson, Johnson County, Texas, as described in the attached Exhibit A and all buildings, fixtures and other improvements, if any, on the land (collectively, the “Land”), together with all and singular the rights, privileges, easements, hereditaments, entitlements and appurtenances of any kind or nature pertaining to the Land, including, but not limited to, any right, title and interest of Seller, if any, in and to (i) any site plans, surveys, soil and substrata studies, and other plans or studies of any kind that relate to the Land; and (ii) any rights pertaining to the Land, including utility service commitments, taps, and connections (collectively, the “Property”).

**1.2. Performance Agreement.** This Contract is made pursuant to that certain Performance Agreement between Seller and Purchaser dated June 30, 2023, attached hereto as Exhibit B and incorporated herein (the “Performance Agreement”). The Performance Agreement contemplates, among other things, the construction by Purchaser of the “Phase Two” improvements, which include, but are not limited to, a business facility that will house the national headquarters of Craftmasters (“Headquarters Expansion”). The Performance Agreement further contemplates scheduled payments by BEDC to Purchaser upon reaching certain milestones set forth in Section 6.03 of the Performance Agreement (each, an “Incentive Payment”).

### **ARTICLE II.**

#### **PURCHASE PRICE**

**2.1. Purchase Price.** Subject to the conditions of this Contract and Section 2.37 of the Performance Agreement, Purchaser agrees to pay Three Hundred Sixty Thousand and No/100 Dollars (\$360,000.00) (the “Purchase Price”). The Purchase Price shall be paid by Purchaser by wire transfer in immediately available federal funds at Closing.

**2.2. Repurchase Option.** An agreement evidencing the existence of a repurchase option and the specific terms thereof (the “Repurchase Option Agreement”) shall be executed and acknowledged by Seller and Purchaser substantially in the form of Exhibit “E” attached hereto and

by reference incorporated herein, and shall be delivered to Seller at the Closing and recorded in the Real Property Records of Johnson County, Texas. Upon Purchaser's request therefor, Seller shall execute and deliver an instrument, in recordable form, confirming, if true, that the Repurchase Option Agreement is no longer in effect.

**2.3. Deed Restriction.** An instrument stipulating that the Property or any portion thereof may not be used as a non-profit school, training academy, or the like for a term of twenty-five years and the specific terms thereof (the "Deed Restriction") shall be executed and acknowledged by Seller and Purchaser and shall be included in the special warranty deed conveying the Property to Purchaser, or by separate instrument and delivered to Seller at the Closing, and recorded in the Real Property Records of Johnson County, Texas. The parties shall negotiate in good faith as to the form and content of the Deed Restriction prior to the end of the Inspection Period.

### ARTICLE III.

#### **PRE-CLOSING OBLIGATIONS AND CONDITIONS**

**3.1. Items to be Delivered by Seller.** Seller shall provide Purchaser with each of the following at Seller's sole cost and expense:

(a) Within seven (7) days after the Effective Date, a current commitment for the issuance of an owner policy of title insurance to Purchaser from Stewart Title Company, Attn: Misty Seay, 201 W Bufford St, Ste 103, Burleson, Texas 76028 (the "Title Company"), including true, correct and legible copies of all instruments referred to in the commitment as conditions or exceptions to title to the Land, including items listed in Schedule C of the commitment (the "Title Commitment");

(b) Within three (3) days after the Effective Date, Seller's existing survey of the Land, if any. Purchaser shall have the right to update or re-certify the existing survey, or obtain a new survey of the Land (the "Survey") at Purchaser's expense. The legal description of the Land contained in the Survey, if different from the description contained in Exhibit A, shall, subject to Purchaser's reasonable approval, be substituted for the description of the Land contained in Exhibit A, and this Contract shall be deemed automatically amended by the substitution of the legal description of the Land contained in the Survey, as a new Exhibit A hereto; and

(c) Within three (3) days after the Effective Date, to the extent they exist, are still valid and are available, Seller agrees specifically to provide Purchaser with, and acknowledges that Purchaser shall be relying on, copies of all agreements, contracts, documents, information, data, studies and reports which affect the Property, including, but not limited to, any plans, drawings, surveys, title policies, title reports, title opinions, title documents, mortgages or deeds of trust, declarations, restrictive covenants, easements, title exceptions, inspection reports, repair reports, traffic studies, utility expense history, environmental reports, geotechnical studies, flood studies, drainage plans, zoning reports, zoning information, oil and gas leases, permits, licenses, tax

statements, litigation or threatened litigation, and a written description of all oral agreements with third parties, if any, affecting the Land or the operation thereof (collectively, the “Property Documents”).

## ARTICLE IV.

### SURVEY AND TITLE REVIEW

**4.1. Title Review Period.** Purchaser shall have a period beginning on the Effective Date and ending thirty (30) days thereafter (the “Title Review Period”) during which to review the state of Seller’s title to the Property. If the Survey or Title Commitment (collectively “Title Documents”) reflects or discloses any defect, exception or other matter affecting the Property that is unacceptable to Purchaser for any reason whatsoever, then, prior to the expiration of the Title Review Period, Purchaser may provide Seller with written notice of its objections and any curative actions or endorsements or modifications to the Title Policy (as hereinafter defined) or Survey that Purchaser requires (the “Title Defect Notice”). Seller shall use its reasonable efforts to remove or cure the objections contained in the Title Defect Notice to Purchaser’s satisfaction; provided, however, regardless of whether Purchaser objects thereto, Seller shall in all events cause to be released at its sole expense all mortgages, deeds of trust and other liens affecting the Property (“Mandatory Cure Items”). Seller shall notify Purchaser in writing (the “Title Cure Notice”), within ten (10) days after Seller’s receipt of the Title Defect Notice, of those matters that Seller will cure and those matters Seller is unable to cure pursuant to its obligations in the immediately preceding sentence. If Seller is unable to cure the objections contained in the Title Defect Notice as of or prior to Closing, Purchaser may, at its option, (i) accept such title as Seller can deliver, or (ii) terminate this Contract by notice in writing to Seller. In the event Purchaser fails to furnish Seller, prior to the expiration of the Title Review Period, either (A) notice that the Title Documents were satisfactory, or (B) a Title Defect Notice, Purchaser shall be deemed to have accepted the status of title as reflected by the Title Documents, except for the Mandatory Cure Items. Should one or more new exceptions arise (as reflected by an updated Title Commitment or updated Survey) after Purchaser has submitted its Title Defect Notice, then Purchaser shall have ten (10) days after Purchaser’s receipt of written notice of the new exception(s) to review and object to such new exception(s), and Seller shall have fifteen (15) days after Seller’s receipt of such objection notice to eliminate such new exception(s) to the satisfaction of Purchaser (but Seller is not obligated to eliminate such new exceptions, other than liens or claims of liens), failing which Purchaser may, within five (5) business days from the end of the fifteen (15) day period, either terminate this Contract or waive any such uncured exceptions (unless such new exception is a lien or claim of lien, which Seller shall be obligated to release and have removed from title). Any title exceptions that are reflected by the Title Documents and that are not objected to by Purchaser or are otherwise waived by Purchaser pursuant to the terms of this Contract shall be considered the “Permitted Exceptions.” In no event shall any Mandatory Cure Items be Permitted Exceptions.

## ARTICLE V.

### INSPECTION PERIOD

**5.1. Inspection Period.** Purchaser shall have a period beginning on the Effective Date and ending ninety (90) days thereafter (the “Inspection Period”) during which to inspect the Property, review the Property Documents and otherwise satisfy contingencies. During the Inspection Period, Purchaser and its agents, contractors and designees shall have the right to enter upon the Land and conduct and prepare any and all tests, investigations, reports, studies, and inspections of the Property that Purchaser deems necessary in its sole discretion for the purchase of the Property, including, but not limited to, environmental, structural, geotechnical, soil, topographical, geological, subsurface, engineering, site planning, feasibility studies, title review, surveys and zoning analysis (collectively, the “Tests”). Seller shall cooperate in good faith with Purchaser and Purchaser’s agents and employees during the Inspection Period, and shall provide Purchaser and Purchaser’s agents and employees’ access to the Property to perform the Tests. Seller hereby agrees to give Purchaser its reasonable cooperation and to confirm when requested by Purchaser, and within Seller’s knowledge, the veracity of the information relied upon by Purchaser. It is acknowledged and agreed by Seller that no examination by Purchaser, its representatives, agents or contractors of the Property or the Property Documents shall be deemed to constitute a waiver or relinquishment on the part of Purchaser of its right to rely on the covenants, representations, warranties or agreements made by Seller in this Contract. If, during the Inspection Period, Purchaser determines that the Property is not suitable for Purchaser’s intended development and use of the Property (as determined by Purchaser in its sole and absolute discretion) or if Purchaser determines for any reason or no reason that it does not desire to purchase the Property, then Purchaser may terminate this Contract by written notice to Seller (“Termination Notice”). If prior to the expiration of the Inspection Period Purchaser delivers the Termination Notice referenced above, this Contract shall terminate, and neither Seller nor Purchaser thereafter shall have any further right or obligation under this Contract unless expressly provided otherwise in this Contract.

## ARTICLE VI.

### REPRESENTATIONS, WARRANTIES,

### COVENANTS AND AGREEMENTS OF SELLER

**6.1. Representations and Warranties.** In order to induce Purchaser to enter into this Contract, Seller makes the following warranties and representations, which shall be true and correct as of the Effective Date and on the Closing Date:

(a) Seller has full capacity, right, power and authority to execute and deliver this Agreement and to perform all its obligations hereunder, and all consents and approvals have been obtained, and all other actions have been taken, in connection therewith. The individuals signing this Agreement on behalf of Seller have been duly authorized to sign the same on behalf of Seller.

(b) This Agreement is binding upon and enforceable against Seller in accordance with its respective terms.

(c) The execution and delivery by Seller, and the performance by Seller of all of the terms, of this Agreement, will not violate (i) any of the governing documents of Seller, (ii) any judgment, order, injunction, decree, law, regulation or ruling of any court or governmental agency, or (iii) any agreement to which Seller is a party or to which Seller or the Property is subject.

(d) Seller is a “United States person” within the meaning of Sections 1445(f)(3) and 7701(a)(30) of the Internal Revenue Code of 1986, as amended.

(e) Neither Seller nor its governing persons are in violation of Presidential Executive Order 13224, the USA Patriot Act, the Bank Secrecy Act, the Money Laundering Control Act or any regulations promulgated pursuant thereto.

(f) There are no pending actions, suits, arbitrations, claims, proceedings or investigations against or affecting the Property or Seller’s right to sell the Property, and to Seller’s actual knowledge, none are threatened.

(g) No judgments, orders, writs, injunctions or decrees of any court or governmental agency have been entered against Seller which have not been satisfied or released, and under or subject to which Seller is operating the Property.

(h) Seller is the sole owner of the Property. Seller has not entered into any currently binding contracts for the sale of, and no person or entity has any option or any other rights to purchase, all or any portion of the Property.

(i) There are no oral or written leases, licenses, rental agreements or occupancy agreements of any kind granting any right to the use or occupancy of all or any portion of the Land.

(j) There are no oral or written contracts or agreements regarding all or any portion of the Land, including any for the management, operation, repair or construction of the Land, including, without limitation, any service contracts, maintenance contracts, cleaning contracts, construction contracts, commission agreements, and contracts for the purchase or delivery of labor, services, materials, goods, inventory or supplies, equipment rental agreements, excluding this Agreement.

(k) Seller does not currently pay any taxes or assessments on the Property. The Property, however, is not presently assessed for ad valorem tax purposes under a special appraisal method for valuation which would result in “roll back” taxes following a change in use by Purchaser (“Roll Back Taxes”).

(l) The Property is not in violation of any applicable laws.

**6.2. Covenants and Agreements.** Prior to Closing, Seller covenants and agrees as follows:

(a) Seller shall give Purchaser and Purchaser's agents, representatives, contractors and designees full access to the Property in order to make such inspections, surveys, test borings, soil analyses and other tests and surveys thereon as Purchaser, in its sole discretion, shall deem advisable. Seller shall furnish Purchaser such additional information concerning the ownership, management, operation and the condition of the Property as Purchaser may reasonably request. The cost and expenses of Purchaser's investigation shall be borne solely by Purchaser. Purchaser shall indemnify and hold Seller harmless for any property damage or injury caused by Purchaser in connection with such inspections and tests, and this provision shall survive the termination or closing of this Contract;

(b) From and after the date hereof, Seller shall not (i) perform any grading or excavation, construction or removal of any improvement or make any other change or improvement upon or about the Property, (ii) create or incur, or suffer to exist, any mortgage, lien, pledge or other encumbrance in any way affecting the Property, other than the lien for taxes not yet due and payable and existing liens to be released at the Closing, (iii) commit any waste or nuisance upon the Property, or (iv) impose any easements, covenants, conditions or restrictions on the Property or institute or participate in any annexation, zoning, platting, dedication or other governmental action regarding the Property;

(c) Notwithstanding any other provisions contained herein, Seller, from the Purchase Price proceeds or otherwise, shall pay and discharge all liens against the Property other than the lien for current taxes which are not yet due and payable such that title to the Property will be conveyed to Purchaser free and clear of all liens other than the lien for current taxes which are not yet due and payable;

(d) Seller shall not, without the prior written consent of Purchaser, enter into, transfer, encumber, amend, extend, modify or in any way alter any lease, contract or agreement which affects the Property;

(e) Seller will cause the Property to be maintained and operated in a good manner in accordance with the manner as is being conducted at the time of execution hereof and in compliance with all applicable laws, rules and regulations, restrictive covenants and zoning ordinances. Seller will not use or occupy, or allow the use or occupancy of, the Property in any manner which violates any applicable laws, rules and regulations, restrictive covenants and zoning ordinances or which constitutes waste or a public or private nuisance or which makes void, voidable or cancelable, or increases the premium of, any insurance then in force with respect thereto. Seller will not permit the introduction or storage of any pollutants on the Land. Seller will not do or suffer to be done any act whereby the value of any part of the Property may be materially lessened;

(f) Seller will advise Purchaser promptly of any change in any applicable laws, regulations, restrictions, rulings, or orders which might affect the value or use of the Property by Purchaser of which Seller obtains knowledge. Seller will also advise

Purchaser promptly of any litigation, arbitration or administrative hearing concerning or affecting the Property of which Seller obtains knowledge;

(g) Seller will not take any action or omit to take any action, which action or omission would have the effect of violating any of the representations and warranties of Seller contained in the Contract;

(h) Seller shall promptly furnish Purchaser with any and all notices concerning the Property that Seller receives from any and all appraisal districts, taxing authorities or any other governmental entities or of any litigation, arbitration or administrative hearing concerning the Property and any other material changes prior to Closing in any of the facts reflected in any statements, certificates, schedules, or other documents or any representation or warranties made or furnished by Seller in connection with this transaction. This covenant shall survive the Closing; and

(i) In the event the Property is subject to any deed restrictions or restrictive covenants of any kind (“CCRs”), Seller shall diligently cooperate with and assist Purchaser in obtaining from all appropriate parties to the CCRs, including any owner association, any consents, approvals and/or estoppels requested by Purchaser.

## ARTICLE VII.

### **CONDITIONS PRECEDENT TO CLOSING/CONDEMNATION**

**7.1. Conditions Precedent to Purchaser’s Performance.** The obligation of Purchaser to close the transaction described in this Contract, unless waived in writing by Purchaser, shall be subject to the following conditions precedent:

(a) All the representations and warranties of Seller set forth in this Contract shall be true and correct as of the date hereof and on the Closing Date;

(b) Seller shall not have, on or prior to the Closing Date, failed to meet, comply with or perform any covenants or agreements of Seller required by the terms of this Contract or the Performance Agreement;

(c) There shall be no change in the matters reflected on the Title Commitment or Survey from those matters appearing therein on the date of the expiration of the Inspection Period (except those changes requested by Purchaser in its Title Defect Notice);

(d) The environmental condition of the Property on the Closing Date shall not be substantially and adversely changed from what existed on the earlier of (i) the effective date of any environmental report obtained by Purchaser and (ii) the expiration of the Inspection Period; and

(e) On the date of Closing, there shall be no litigation pending or threatened, seeking (i) to enjoin the consummation of the sale and purchase hereunder, (ii) to recover



title to the Property, or any part thereof or any interest therein, (iii) to increase substantially ad valorem taxes theretofore or thereafter assessed against the Land for which Purchaser will be liable, or (iv) to enjoin the violation of any law, rule, regulation, restrictive covenant or zoning ordinance that may be applicable to the Land.

In the event that any of the above conditions are not satisfied or waived in writing by Purchaser on or prior to the Closing Date, Purchaser may terminate this Contract by delivery of a written termination notice to Seller on or before the Closing Date, in which event of termination neither party thereafter shall have any further rights or obligations to each other under this Contract.

**7.2. Condemnation.** If prior to the Closing, condemnation proceedings are noticed or commenced with respect to any portion of the Property, Purchaser may terminate this Contract by delivering a written termination notice to Seller prior to the Closing Date. Prior to Purchaser terminating this Contract or if Purchaser does not terminate this Contract, both the Seller and the Purchaser, by their respective attorneys, shall have the right to appear and to defend their interests in the Property in such condemnation proceedings, and any award in condemnation prior to Closing shall become the property of Seller, and the Purchase Price shall be reduced by an amount equal to the greater of: (a) the condemnation award; or (b) per square foot Purchase Price specified in Section 2.1 multiplied by the number of gross square footage of land in the Property lost in such condemnation (or conveyance in lieu of such condemnation; provided, however, Seller shall make no conveyance in lieu of condemnation without Purchaser's prior written consent). In the event of such termination, neither party shall have any further liability to the other under this Contract unless expressly provided otherwise in this Contract. If Purchaser does not terminate this Contract and proceeds to close prior to the condemnation award being made, Purchaser shall be entitled to all condemnation awards or awards in lieu of condemnation.

## ARTICLE VIII.

### CLOSING

**8.1. Time and Place.** The sale and purchase of the Property shall be consummated at a closing (the "Closing") to be held at the offices of the Title Company. The Closing shall occur on August 31, 2028 (the "Closing Date"), or on an earlier date designated by Purchaser in writing (provided that Purchaser gives Seller at least five (5) business days advance written notice of such earlier designated date).

**8.2. Items to be Delivered by Seller at the Closing.** At the Closing, Seller shall deliver or cause to be delivered to Purchaser, at Seller's sole cost and expense, each of the following items:

(a) a special warranty deed ("Deed") duly executed and acknowledged by Seller, in the form of Exhibit C attached hereto and incorporated herein by reference, granting, conveying and warranting unto Purchaser good and indefeasible fee simple absolute title to the Land, free and clear of any liens, encumbrances, easements or other

matters affecting title to the Property except the Permitted Exceptions and Deed Restriction;

(b) a general assignment (the “General Assignment”), duly executed, of any and all rights of Seller in and to all portions of the Property not conveyed by the Deed, fully executed and acknowledged by Seller. Such assignment shall be in the form of Exhibit D attached hereto;

(c) The Repurchase Option Agreement duly executed by Seller, in the form of Exhibit E attached hereto;

(d) an Owner’s Policy of Title Insurance with such endorsements and modifications as Purchaser has requested in the Title Defect Notice, including the T-19 restrictions, encroachments, mineral endorsement and such other endorsements as Purchaser may request (the “Title Policy”) issued by the Title Company on the standard forms in use in the State of Texas, insuring good and indefeasible fee simple title to the Land in the Purchaser in a face amount equal to the Purchase Price and containing no exceptions except the Permitted Exceptions and the standard printed exceptions therein, except:

(i) the exception relating to restrictions against the Property shall be endorsed by the Title Company to read “none of record,” except for such restrictions as may be included in the Permitted Exceptions;

(ii) the exception relating to discrepancies, conflicts or shortages in area or boundary lines or any encroachment or overlapping of improvements which a survey might show shall be deleted except for “shortages in area”;

(iii) the blank in the taxes exception shall show the year of the Closing, and the taxes exception shall be endorsed “not yet due and payable”, and the tax exception shall be additionally subject to taxes for subsequent years, subsequent assessments for prior years due to change in land usage or ownership and any standby fees applicable to the Property; and

(iv) any liens imposed on the Property as the result of any financing incurred by Purchaser to purchase the Property.

(e) An affidavit that there are no parties in possession of the Property in form acceptable to Purchaser and any other affidavit required by the Title Company to close this Contract and issue the Title Policy;

(f) Such evidence or other documents that may be reasonably required by Purchaser or the Title Company evidencing the status and capacity of Seller and the authority of the person or persons who are executing the various documents on behalf of the Seller in connection with the sale of the Property;

(g) An affidavit in compliance with Section 1445 of the Internal Revenue Code and applicable regulations stating, under penalty of perjury, Seller's United States taxpayer identification number and that Seller is not a "foreign person" as that term is defined in Section 1445; and

(h) The Deed Restriction duly executed by Seller.

**8.3. Items to be Delivered by Purchaser at the Closing.** At the Closing, Purchaser, at Purchaser's expense, shall deliver to Seller the Purchase Price as set forth in Section 2.1, the General Assignment, the Repurchase Option Agreement referenced in Section 2.2, and the Deed Restriction referenced in Section 2.3, each duly executed.

**8.4. Adjustments and Prorations; Allocation of Costs.** At Closing, the following items shall be adjusted or prorated between Seller and Purchaser:

(a) Seller does not pay real estate taxes and assessments for the Property ("Real Estate Taxes"); however, if Real Estate Taxes are assessed against the Property for the year in which Closing occurs, then Seller and Purchaser agree to prorate, notwithstanding that Purchaser may be solely responsible for payment of the Real Estate Taxes after Closing, calculated as follows:

(i) If the Closing occurs before the amount of actual Real Estate Taxes for the calendar year in which the Closing occurs may be determined ("Current Year Taxes"), then there shall be a credit at the Closing in favor of Purchaser against the Purchase Price in an amount equal to the amount of Real Estate Taxes estimated ("Estimated Current Year Taxes") using the most recently assessed value of and promulgated tax rate for the Property prior to the Closing, multiplied by a fraction, the numerator of which is the number of days from and including January 1, to and including the day immediately preceding the date on which the Closing occurred, and the denominator of which is 365.

(ii) If the actual amount of Current Year Taxes to be paid by Purchaser are not determined until after Closing, then within thirty (30) days following receipt of the actual tax bill, Seller and Purchaser will reconcile to the credit already given Purchaser at Closing and Purchaser will pay to Seller the amount of any credit in excess of the prorated Current Year Taxes allocable to Seller or Seller shall reimburse to Purchaser any additional amount allocable to Seller of Current Year Taxes in excess of the amount credited to Purchaser at Closing.

(iii) If the Current Year Taxes charged to Purchaser after Closing are prorated so that no portion is allocable to the period prior to the Closing Date, then Purchaser shall not receive any credit at Closing nor will Seller have any further obligation for Current Year Taxes.

(iv) Seller shall be responsible for the payment of all Roll Back Taxes in full, if any.

(b) Seller agrees to pay the premium for the standard Texas Title Policy; the cost of preparing and recording the Deed, the Repurchase Option Agreement, the Deed Restriction, and any releases and other documents necessary to convey the Property in accordance with this Contract, as well as the other documents to be recorded as provided in this Contract; one half (1/2) of any escrow or closing fee charged by the Title Company; and any other similar closing costs customarily paid by a Seller of real property in Johnson County, Texas;

(c) Purchaser agrees to pay the costs of re-surveying or of the Survey, any Title Policy endorsements other than those issued in the issuance of the "Standard Texas Title Policy", one half (1/2) of any escrow or closing fee charged by the Title Company; and any other similar closing costs customarily paid by a Purchaser of real property in Johnson County, Texas; and

(d) The agreements as to prorations, payment of taxes, and adjustments in this Section 8.4 shall survive the Closing. In the event, subsequent to Closing, that any adjustments made at the Closing pursuant to this Section 8.4 are found to be erroneous, then either party hereto who is entitled to additional monies shall invoice the other party for such additional amounts as may be owing, and such amounts shall be paid within ten (10) days from receipt of the invoice. Any amounts due and owing which are not paid within fifteen (15) days after receipt of the invoice therefor shall bear interest at the maximum lawful rate from such 15th day until paid.

**8.5. Right to Possession.** At the Closing, Purchaser shall have full and unrestricted right to possession of the Property and Seller will do such acts, execute such instruments and take such action as may be appropriate or required to assure to Purchaser uninterrupted and full possession of the Property immediately following the Closing.

## ARTICLE IX.

### **REMEDIES UPON DEFAULT**

**9.1. Default by Seller.** In the event that Seller fails to comply with any condition, covenant or obligation it has hereunder, and such failure continues for a period of five (5) days after written notice to Seller, such failure shall be an event of default and Purchaser's sole remedy shall be to either (i) enforce specific performance or (ii) terminate this Contract by giving written notice thereof to Seller, whereupon neither party shall have any further rights or obligations under this Contract unless expressly provided otherwise in this Contract.

**9.2. Default by Purchaser.** In the event all conditions of this Contract are satisfied and all covenants and agreements to be performed by Seller prior to Closing are fully performed, and in the event that performance of this Contract is fully tendered by Seller and the sale is not consummated through default by Purchaser, and such default continues for a period of five (5) days after written notice to Purchaser, then Seller's sole and exclusive remedy shall be to

terminate this Contract by giving written notice thereof to Purchaser, whereupon neither party hereto shall have any further rights or obligations under this Contract. Notwithstanding anything to the contrary contained herein, in no event shall Seller be entitled to demand from Purchaser the repayment of any Incentive Payments, except as expressly set forth in Article 8 of the Performance Agreement.

### **9.3. Effect of Termination.**

(a) In the event this Contract is terminated in accordance with the terms hereof, then, without further action by either party, the Performance Agreement shall automatically terminate and neither party will have duties or obligations to the other under the Performance Agreement, except for those that expressly survive termination thereof.

(b) In the event the Performance Agreement is terminated in accordance with the terms thereof, then, without further action by either party, this Contract shall automatically terminate and neither party will have duties or obligations to the other under this Contract, except for those that expressly survive termination thereof.

## **ARTICLE X.**

### **MISCELLANEOUS**

**10.1. Notices.** All notices, demands or other communications given in connection with or required under this Contract must be in writing and delivered to the person to whom it is directed; notices, demands or other communications not given in the manner set forth in this Section 10.1 shall be void and of no effect. Notices, demands or other communications may be given by hand delivery, delivery service or by email. Any notice, demand or other communication given by certified mail, return receipt requested, shall be deemed to have been given and received upon deposit thereof (with proper postage affixed and addressed to the party to be notified as provided herein) with a post office or other depository under the care or custody of the United States Postal Service. Any notice, demand or other communication given by means other than certified mail, return receipt requested, shall be deemed to have been given and received when actually delivered to the below stated address of the party to whom it is addressed. All notices, demands and other communications shall be given to the parties hereto at the following addresses:

Purchaser:	Craftmasters Real Estate LLC c/o Craftmasters, LLC 123 Garfield Ave. Winter Park, FL 32789 Attention: Brad Thompson Justin Bond Email: brad@craftmasters.com justin@radev.biz
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Copies to: Jackson Walker LLP  
 Attention: Bill Dahlstrom  
 Miguel Ortiz  
 2323 Ross Avenue, Suite 600  
 Dallas, Texas 75201  
 Email: wdahlstrom@jw.com  
 mortiz@jw.com

Seller: Burleson 4A Economic Development Corporation  
 Attn: Economic Development Director  
 141 West Renfro  
 Burleson, Texas 76028

Copies to: Betsy Elam  
 Taylor, Olson, Adkins, Sralla & Elam, L.L.P.  
 6000 Western Place  
 Suite 200  
 Fort Worth, Texas 76107

Any party entitled to receive notices hereunder may change the address for notice specified above by giving the other parties entitled to receive notices hereunder ten days' advance written notice of such change of address.

**10.2. Contract to Survive.** Any and all representations, warranties, covenants and agreements contained herein shall not be deemed to be merged into or waived by the instruments of the Closing but shall expressly survive the Closing.

**10.3. Binding Contract; Assignment.** This Contract shall be binding upon and inure to the benefit of the successors and assigns of the Parties. This Contract may be assigned in whole to any a parent company or wholly owned subsidiary entity that directly controls, is controlled by, or is under common control with Craftmasters (an "Affiliate") without the prior written consent of the BEDC. This Contract shall not be assigned in whole or in part to any non-Affiliate without the prior written consent of the BEDC Board and ratification by the City Council of the City of Burleson ("City Council"), which consent shall not be unreasonably withheld if the assignee demonstrates the financial ability to perform in the reasonable judgment of the BEDC Board and City Council. Each assignment shall be in writing executed by Craftmasters and the assignee and shall obligate the assignee to be bound by this Contract to the extent this Contract applies or relates to the obligations, rights, title or interests being assigned. No assignment by Craftmasters shall release Craftmasters from any liability that resulted from an act or omission by Craftmasters that occurred prior to the effective date of the assignment unless the BEDC approves the release in writing. Craftmasters shall maintain written records of all assignments made by Craftmasters to assignee, including a copy of each executed assignment and the assignee's notice information as required by this Contract, and, upon written request from the BEDC, any party or assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning party's sale, assignment, transfer or other conveyance of any interest in this Contract or the Property. The BEDC shall not be

required to make any representations with respect to any assignment and shall not be required to consent to an assignment to an Affiliate.

**10.4. Interpretation and Applicable Law.** This Contract shall be construed and interpreted in accordance with the laws of the State of Texas. Where required for proper interpretation, words in the singular shall include the plural, and the masculine gender shall include the neuter and the feminine, and vice versa. The descriptive headings of the several articles, sections and paragraphs contained in this Contract are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof. The term “including,” and compounds of the word “include,” when preceding a list shall be deemed to mean “including but not limited to.” If the final day of any period or any date of performance under this Contract falls on a Saturday, Sunday or legal holiday, then the final day of the period or the date of performance shall be extended to the next day which is not a Saturday, Sunday or legal holiday. Jurisdiction to adjudicate any provision, term, and or breach of this Contract shall be exclusively in State Court in Johnson County Texas, the County in which the Property is located.

**10.5. Amendment.** Except as provided above with respect to the automatically substituted Exhibit A Land description, this Contract may not be modified or amended, except by an agreement in writing signed by the Seller and the Purchaser. The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only if in writing and signed by the party waiving such conditions or obligations.

**10.6. Attorneys’ Fees.** In the event either party files a lawsuit in connection with this Contract or any provisions contained herein, then the party that prevails in such action shall be entitled to recover from the non-prevailing party, in addition to all other remedies or damages as limited herein, reasonable attorneys’ fees and costs of court incurred in such lawsuit. This provision shall survive the termination or Closing of this Contract.

**10.7. Entire Agreement.** This Contract constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. Unless set forth in this Contract, no representations, warranties, covenants, agreements or conditions shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Contract.

**10.8. Miscellaneous.** This Contract may be executed in two or more separate counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures on counterparts of this Contract that are transmitted by fax, pdf or tif format shall be deemed effective for all purposes. If, pursuant to this Contract, any date indicated herein falls on a holiday or a Saturday or Sunday, the date so indicated shall mean the next business day following such date. The term “holiday” shall mean any day on which state or national banks are not open for business in the State of Texas. The “Effective Date” of this Contract shall be the date on which it is fully executed by the last of Seller or Purchaser. In case any one or more of the provisions contained in this Contract shall for any reason be held to

be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Seller shall not, without the prior written consent of Purchaser, disclose to any person or party (except those persons or parties incidentally involved herein) the economic terms of this Contract or the identity of Purchaser. This covenant shall survive the Closing or termination of this Contract.

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**SELLER:**

**BURLESON 4A ECONOMIC DEVELOPMENT  
CORPORATION**, a Texas municipal development  
corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Board President

Date: \_\_\_\_\_, 2023

**PURCHASER:**

**CRAFTMASTERS REAL ESTATE LLC,** a  
Florida limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_, 2023

Exhibit A: Land Description  
Exhibit B: Performance Agreement  
Exhibit C: Form of Deed  
Exhibit D: Assignment  
Exhibit E: Form of Repurchase Option Agreement

**EXHIBIT A**  
**LEGAL DESCRIPTION OF LAND**

[To be added]

**EXHIBIT B**  
**PERFORMANCE AGREEMENT**

[To be added]

## EXHIBIT C

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

## SPECIAL WARRANTY DEED

THE STATE OF TEXAS                   §  
COUNTY OF \_\_\_\_\_ §                   KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, \_\_\_\_\_, (“Grantor”), whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration to the undersigned in hand paid to Grantor by \_\_\_\_\_, (“Grantee”) whether one or more, whose mailing address is \_\_\_\_\_, the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY unto Grantee, the real property described on Exhibit “A” attached hereto and made a part hereof for all purposes, along with any and all buildings, fixtures and other improvements located thereupon, and together with and singular the rights, privileges, easements, hereditaments, entitlements and appurtenances of any kind or nature pertaining thereto, including, but not limited to, any right, title and interest of Grantor in and to any site plans, surveys, soil and substrata studies, and other plans or studies of any kind that relate thereto, and any including utility service commitments, taps, and connections (collectively, the “Property”).

**TO HAVE AND TO HOLD** the Property together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever, subject to the matters herein stated; and Grantor does hereby bind itself and its successors and assigns, to **WARRANT AND FOREVER DEFEND**, all and singular, the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

This conveyance is being made by Grantor and accepted by Grantee subject only to those certain title exceptions and other matters set forth in Exhibit “B” (the “Permitted Exceptions”) attached hereto and made a part hereof for all purposes, but only to the extent that such exceptions are valid, existing, and, in fact, affect the Property, and without re-imposing same.

EXECUTED to be effective the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

**GRANTOR:**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_, by \_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

After Recording, Return to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT D**

## FORM OF ASSIGNMENT

## BILL OF SALE, ASSIGNMENT AND ASSUMPTION

STATE OF TEXAS                   §  
   §       KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF \_\_\_\_\_ §

This BILL OF SALE, ASSIGNMENT AND ASSUMPTION (this “Assignment”) is executed and delivered effective as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ (the “Effective Date”), by \_\_\_\_\_, (“Assignor”) and \_\_\_\_\_ (“Assignee”).

## Preliminary Statements

The following statements are a material part of this Assignment:

A. This Bill of Sale and Assignment and Assumption is given pursuant to that certain Contract of Sale dated as of \_\_\_\_\_, \_\_\_\_ (the “Contract”), between Assignor and Assignee, providing for, among other things, the conveyance of all of Assignor's interest in and to the land described on Exhibit A attached hereto (the “Land”), together with all improvements thereon and other property more particularly described therein (collectively, the “Property”), which conveyance has been effected concurrently herewith by Special Warranty Deed (the “Deed”) from Assignor to Assignee.

B. Assignor desires to assign to Assignee all of Assignor's right, title and interest, if any, to (a) Seller's interest in all warranties, guaranties, indemnity rights and bonds relating solely to the Land or the improvements thereon, and (b) Seller's interest, if any, in all studies, reports and other written materials pertaining to the Land and improvements thereon, including, without limitation, site plans, surveys, plans and specifications, and technical, engineering, environmental, appraisal and other reports, studies and proposals which relate solely to the Land or any improvements thereon (collectively called the "Assigned Properties").

Agreements:

NOW THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged:

1. Assignment and Assumption. Subject to the Permitted Exceptions and Deed Restrictions in the Deed or otherwise affecting the Property, Assignor hereby assigns, transfers and conveys unto Assignee all of Assignor's right, title and interest, if any, to the extent transferable without cost, expense or liability to Assignor, in and to the Assigned Properties.

Assignee does not assume, and Assignor shall continue to be responsible for, any and all obligations and liabilities with respect to the Assigned Properties that accrued prior to this Assignment.

2. Binding Effect. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

3. Counterparts. This Assignment may be executed in a number of identical counterparts (including via facsimile), each of which shall be deemed an original.

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IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed effective as of the Effective Date.

**ASSIGNOR:**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ASSIGNEE:**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT E**

**FORM OF REPURCHASE OPTION AGREEMENT**

This Repurchase Option Agreement (herein called “Agreement”) is dated as of \_\_\_\_\_ and made and entered into by and between **BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION**, a Texas municipal development corporation (“Seller”) and **CRAFTMASTERS REAL ESTATE LLC**, a Florida limited liability company (“Purchaser”) upon the terms and conditions set forth herein:

**WITNESSETH:**

WHEREAS, Seller and Purchaser entered into that certain Performance Agreement Between the Burleson 4A Economic Development Corporation and Craftsmasters dated June 30, 2023 (the “Performance Agreement”);

WHEREAS, pursuant to the Performance Agreement, Seller and Purchaser entered into that certain Purchase and Sale Agreement dated \_\_\_\_\_ (the “Contract”) whereby Seller agreed to sell that certain tract of land more particularly described on Exhibit “A” attached hereto (the “Property”); and

WHEREAS, in connection with the closing of the purchase and sale of the Property, Purchaser has agreed to grant Seller the right to repurchase the Property on the condition set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration paid by Seller to Purchaser, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Defined Terms. Unless otherwise expressly provided in this Agreement, capitalized terms used herein shall have the same meanings given to it in the Performance Agreement.
2. Grant of Option. Purchaser hereby grants to Seller an option (the “Option”) to purchase the Property in accordance with the provisions hereof during the Exercise Period (defined below).
3. Exercise Period. Unless sooner terminated pursuant to Section 5 hereof, the Option may only be exercised by written notice from Seller to Purchaser during the thirty (30) day period beginning on September 30, 2028 and ending on October 30, 2028, subject to extension as provided in Article 13 of the Performance Agreement, (such period, the “Exercise Period”).
4. Expiration Date. Unless sooner terminated pursuant to Section 5 hereof, the Option shall automatically expire at 5:00 o’clock p.m. Central time on the date which the

Exercise Period expires ( the “Expiration Date”), unless prior to the Expiration Date the Option is exercised by Seller.

5. Termination. The Option shall automatically terminate on the date that Purchaser Commences Construction of the Headquarters Expansion as required by the Performance Agreement (the “Construction Commencement Date”).

6. Purchase Price. The total purchase price (the “Purchase Price”) for the Property shall be the purchase price set forth in Section 2.1 of the Contract, plus any reasonable hard and soft costs actually paid by Purchaser in connection with the construction of improvements made on the Property.

7. Manner of Exercise. The Option may be exercised by Seller during the Exercise Period upon written notice delivered to Purchaser at the address specified in the Performance Agreement, which shall contain a statement by Seller of its election to exercise the Option and shall designate a date and hour of closing (“Notice of Exercise”). Where used herein, the term “Closing” shall mean the event and time at which Seller delivers the Purchase Price as set forth in Section 6 hereof to Purchaser and at which Purchaser re-conveys the Property to Seller by special warranty deed free and clear of all liens and encumbrances, with no title exceptions other than those existing on the date Seller conveyed the Property to Purchase and any easements put in place in connection with Purchaser’s development of the Property, except the lien for ad valorem taxes shall be limited to the year of re-conveyance. Taxes shall be prorated for the year of re-conveyance as of the date of the repurchase. Seller shall be responsible for cost of a title policy insuring fee simple ownership of the Property in Purchaser subject to no exceptions other than as permitted above. All other closing costs shall be pursuant to local custom. The Closing Date so designated by Seller shall be no more than thirty (30) days following the effective date of the Notice of Exercise.

8. Failure to Exercise Option or Failure to Timely Close. If Seller does not exercise the Option as provided herein, or if Seller exercises the Option but fails to complete its acquisition of the Property within thirty (30) days thereafter, the Option shall expire, this Agreement shall be considered null and void, the consideration paid by Seller shall be retained by Purchaser free of all claims of Seller, and neither party shall have any further rights or claims against the other.

9. Remedies Upon Default Following Exercise of Option. In the event, following the effective date of the Notice of Exercise, all conditions of the Option are fully satisfied by Seller and the Purchase Price is tendered and the Option is not consummated through default of Purchaser, Seller may, as its sole and exclusive remedy, elect to either terminate this Agreement or enforce specific performance of this Agreement against Purchaser within thirty (30) days of Purchaser’s default thereof.

10. Captions. The captions and headings used in this Agreement are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions hereof.

11. Number and Gender of Words. Whenever herein the singular number is used, the same shall include the plural where appropriate and words of any gender shall include each other gender where appropriate.

12. Notices. All notices and other communications given pursuant to this Agreement shall be in writing and shall be: (a) mailed by first class, United States Mail, postage prepaid, certified, with return receipt requested, and addressed to the parties hereto at the address specified in the Contract, (b) hand-delivered to the intended addressee, (c) sent by a nationally recognized overnight courier service, (d) sent in another manner permitted hereunder or (e) sent by electronic email. All notices shall be effective upon delivery to the address of the addressee (even if such addressee refuses delivery thereof). The parties hereto may change their addresses by giving notice thereof to the other in conformity with this Section 12.

13. Governing Law; Venue. This Agreement is being executed and delivered and is intended to be performed in the State of Texas, and the laws of such State shall govern the validity, construction, enforcement and interpretation of this Agreement. Any dispute involving this Agreement shall be resolved in the courts of Johnson County, Texas.

14. Attorneys' Fees. If it shall be necessary for either party to employ an attorney to enforce their respective rights pursuant to this Agreement because of the default of the other party, the defaulting party shall reimburse the non-defaulting party for its reasonable attorneys' fees and associated costs.

15. Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provisions shall be fully severable the same as if such invalid or unenforceable provisions had never comprised a part of the Agreement; and the remaining provisions of the Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be automatically as a part of this Agreement, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

16. Parties Bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

17. Time of the Essence. It is expressly agreed by the parties hereto that time is of the essence with respect to this Agreement. If the final day of any period of any date of performance under this Agreement falls on a Saturday, Sunday or legal holiday, then the final day of said period or the date of performance shall be extended to the next business day thereafter.

18. Termination of Agreement. Upon the earlier to occur of (i) the Construction Commencement Date or (ii) the Expiration Date, this Agreement shall be null and void and of no further force or effect. Upon request from Purchaser following any such automatic termination, Seller agrees to execute and deliver to Purchaser an instrument formally terminating this

Agreement (provided that such obligation shall not affect the automatic termination described in this Section).

[End of text; signature page follows.]

EXECUTED effective as of the date first written above.

**SELLER:**

**BURLESON 4A ECONOMIC  
DEVELOPMENT  
CORPORATION**, a Texas municipal development  
corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Board President

Date: \_\_\_\_\_

THE STATE OF TEXAS           §

§

COUNTY OF DALLAS           §

This document was acknowledged before me on the \_\_\_ day of \_\_\_\_, \_\_\_\_, by  
\_\_\_\_\_, Board President of Burleson 4A Economic Development Corporation, a  
Texas municipal development corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas

SEAL:

[Signatures Continue on Following Page]

**PURCHASER:**

**CRAFTMASTERS REAL ESTATE LLC**, a  
Florida limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

THE STATE OF TEXAS           §

§

COUNTY OF DALLAS           §

This document was acknowledged before me on the\_\_ day of \_\_\_\_, \_\_\_\_, by  
\_\_\_\_\_, \_\_\_\_\_of **CRAFTMASTERS REAL ESTATE LLC**, a Florida  
limited liability company, on behalf of said limited partnership.

\_\_\_\_\_  
Notary Public, State of Texas

SEAL:

**Exhibit A**  
**Legal Description of Property**



## RESOLUTION 4A081523CraftmastesPhaseTwo

**A RESOLUTION OF THE BURLESON 4A ECONMIC DEVELOPMENT CORPORATION AUTHORIZING THE BOARD PRESIDENT TO EXECUTE THE REAL ESTATE CONTRACT BETWEEN THE TYPE A CORPORATION, AS SELLER, AND CRAFTMASTERS REAL ESTATE, LLC AS BUYER, TO SELL FEE SIMPLE TITLE TO APPROXIMATELY 8 ACRE TRACT OF LAND SITUATED IN D. DYKES SURVEY, ABSTRACT NO. 229, BURLESON, JOHNSON COUNTY, TEXAS (THE "PROPERTY"), FOR THE SALES PRICE OF \$360,000.00, AND OTHER CONSIDERATION, AS PRESCRIBED IN THE REAL ESTATE CONTRACT ATTACHED IN EXHIBIT "A" (THE "CONTRACT"); AUTHORIZING THE BOARD PRESIDENT TO EXECUTE ALL DOCUMENTS NECESSARY TO CLOSE ON THE CONTRACT; AUTHORIZING THE EXPENDITURE OF FUNDS; REQUEST FOR BURLESON CITY COUNCIL RATIFICATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Burleson 4A Economic Development Corporation, known as the "Type A Corporation", incorporated and certified in October 2000 under the authorization of the Development Corporation Act of 1979; and

**WHEREAS**, the City of Burleson, Texas ("City"), is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

**WHEREAS**, the Type A Corporation and Craftmasters Real Estate, LLC desire to enter into the real estate contract attached hereto as Exhibit "A" and incorporated herein by reference for all purposes (the "Contract"); and

**WHEREAS**, the Type A Corporation desires that the Board President, Dan McClendon, execute the Contract on behalf of the Type A Corporation with Craftmasters Real Estate, LLC; and

**WHEREAS**, the Type A Corporation desires to close the real estate transaction described in the Contract; and

**WHEREAS**, the Type A Corporation desires the Board President, Dan McClendon, execute all documents necessary to close the real estate transaction described in the Contract; and

**WHEREAS**, the Type A Corporation desires to sell the Property pursuant to the Contract; and

**WHEREAS**, the Type A Corporation desires the City approve this action;

**NOW, THEREFORE, BE IT RESOLVED BY THE BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS, THAT:**

### Section 1.

The Board President, Dan McClendon, is authorized: (a) to execute on behalf of the Type A Corporation (i) the Contract between the Type A Corporation and the Craftmasters Real Estate, LLC, substantially in the form attached as Exhibit "A", with the purchase price of \$360,000.00 and other consideration, and (ii) any other documents necessary for closing the transaction contemplated by the Contract; and (b) to make expenditures in accordance with the terms of the Contract and in closing the transaction contemplated by the Contract.

## **Section 2.**

The foregoing recitals are adopted and incorporated herein for all purposes.

## **Section 3.**

The Type A Corporation hereby requests that the City Council of the City of Burleson ratify this resolution and actions of the Type A Corporation. Accordingly, this resolution shall take effect immediately after such ratification.

**PASSED, APPROVED, AND SO RESOLVED** by the Board of Directors of the Burleson 4A Economic Development Corporation on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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Dan McClendon, Board President  
Burleson 4A Economic Development Corporation

ATTEST:

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Amanda Campos, Secretary

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## Economic Development Corporation (Type A)

**DEPARTMENT:** Finance  
**FROM:** Martin Avila, Finance Director  
**MEETING:** August 15, 2023

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**SUBJECT:**

Consider approval of a resolution adopting the Burleson 4A Economic Development Corporation FY2023-2024 annual budget. *(Staff Presenter: Martin Avila, Finance Director)*

**SUMMARY:**

The purpose of the resolution is to have the Board of Directors of the Burleson 4A Economic Development Corporation approve and adopt a FY23-24 budget.

Some key highlights in the proposed FY23-24 budget include:

- Estimated 4A sales tax revenue is \$7,594,138
- Proposed fund balance is \$6,417,450
- Total proposed budget is \$9,113,818 which includes:
  - \$2,757,636 is allocated for debt service
  - \$4,491,060 is allocated for economic development incentives

**OPTIONS:**

- 1) Approve the resolution
- 2) Modify the resolution
- 3) Deny the resolution

**RECOMMENDATION:**

Approve the resolution

**PRIOR ACTION/INPUT (Council, Boards, Citizens):**

n/a

**STAFF CONTACT:**

Matt Ribitzki  
Deputy City Attorney/Compliance Manager  
[mribitzki@burlesontx.com](mailto:mribitzki@burlesontx.com)  
817-426-9664

# 4A Economic Development Corporation FY2023-2024 Proposed Budget

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*PRESENTED TO THE 4A BOARD, AUGUST 15, 2023*

# 4A Budget Highlights

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- 4A FY 2024 Proposed Budget Revenues - **\$10,359,138**
  - Sales Tax - \$7,594,138
  - Land sale – Craftmasters - \$2,375,000
  - Other revenues - \$390,000 (interest earning, leases/rentals, Project U sales)
- 4A FY 2024 Proposed Budget Expenditures - **\$9,113,818**
  - Debt Service Payment - \$2,757,636
    - FY2023 Bond Issue - \$15,000,000
  - Personnel cost - \$475,753
  - ED Incentives - \$4,491,060
    - Craftmasters, Alley Cats, Retail Connections
  - Other Operating cost - \$1,380,369 (Personnel development, Supplies, Outside Services, Utilities, Project U, Transfers)

# 4A Three Year Summary

Item D.

	MAJOR GOVERNMENTAL FUND			
	4 A SALES TAX REVENUE			
	2021-22 ACTUAL	2022-23 BUDGET	2022-23 ESTIMATE	2023-24 BUDGET
<b>Beginnig fund balance/ working capital</b>	\$ 2,474,806	\$ 973,149	\$ 1,226,246	\$ 5,172,130
<b>Revenues</b>				
Sales Tax	6,955,613	7,117,335	7,372,950	7,594,138
Investment income	34,408	15,000	90,000	100,000
Miscellaneous	193,495	190,000	329,468	2,665,000
Transfer In	352,139	-	-	-
<b>Total revenues</b>	<b>7,535,655</b>	<b>7,322,335</b>	<b>7,792,418</b>	<b>10,359,138</b>
<b>Expenditures</b>				
Personnel Services	333,458	487,864	607,563	613,924
Material & Supplies	5,522	6,000	6,000	6,000
Purchased Services	155,053	199,454	198,628	459,291
Maintenance and Repair	23,398	35,000	35,000	30,000
Transfers out:				
4 A Debt	1,718,154	1,826,505	1,826,505	2,757,636
General Fund- Adm.	366,203	176,925	176,925	156,564
Capital	5,000,000	261,169	266,169	-
Economic Incentives	518,430	1,375,000	225,000	4,491,060
Other Expenditures	320,366	545,499	504,744	599,343
Capital Out lay	343,631	-	-	-
<b>Total expenditures</b>	<b>8,784,215</b>	<b>4,913,416</b>	<b>3,846,534</b>	<b>9,113,818</b>
<b>Change in fund balance</b>	<b>(1,248,560)</b>	<b>2,408,919</b>	<b>3,945,884</b>	<b>1,245,320</b>
<b>Ending fund balance/ working capital</b>	<b>\$ 1,226,246</b>	<b>\$ 3,382,068</b>	<b>\$ 5,172,130</b>	<b>\$ 6,417,450</b>

# 4A Financial Forecast

	FY 22-23 Estimate	FY 23-24 Projected	FY 24-25 Projected	FY 25-26 Projected	FY 26-27 Projected	FY 27-28 Projected
<b>Beginning Fund Balance</b>	<b>\$ 1,226,246</b>	<b>\$ 5,172,130</b>	<b>\$ 6,417,450</b>	<b>\$ 6,968,154</b>	<b>\$ 7,165,627</b>	<b>\$ 7,486,843</b>
Sales Tax Revenue	\$ 7,372,950	\$ 7,594,138	\$ 7,821,962	\$ 8,056,621	\$ 8,298,320	\$ 8,547,270
Other Revenues	\$ 419,468	\$ 2,765,000	\$ 393,000	\$ 396,090	\$ 399,273	\$ 402,551
<b>Total Revenues</b>	<b>\$ 7,792,418</b>	<b>\$ 10,359,138</b>	<b>\$ 8,214,962</b>	<b>\$ 8,452,711</b>	<b>\$ 8,697,593</b>	<b>\$ 8,949,820</b>
Personnel	\$ 460,888	\$ 475,753	\$ 479,724	\$ 497,558	\$ 516,068	\$ 535,280
Debt Service	\$ 1,826,505	\$ 2,757,636	\$ 5,094,562	\$ 6,073,495	\$ 6,071,088	\$ 6,069,100
380 Incentives	\$ 225,000	\$ 4,491,060	\$ 658,000	\$ 336,300	\$ 400,000	\$ 400,000
Other Expenditures	\$ 1,334,141	\$ 1,389,369	\$ 1,431,973	\$ 1,347,885	\$ 1,389,221	\$ 1,419,425
Supplemental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ 3,846,534</b>	<b>\$ 9,113,818</b>	<b>\$ 7,664,259</b>	<b>\$ 8,255,238</b>	<b>\$ 8,376,377</b>	<b>\$ 8,423,805</b>
Change in Fund Balance	\$ 3,945,884	\$ 1,245,320	\$ 550,704	\$ 197,474	\$ 321,216	\$ 526,015
<b>Ending Fund Balance</b>	<b>\$ 5,172,130</b>	<b>\$ 6,417,450</b>	<b>\$ 6,968,154</b>	<b>\$ 7,165,627</b>	<b>\$ 7,486,843</b>	<b>\$ 8,012,859</b>
FB % of Expenditure	134.46%	70.41%	90.92%	86.80%	89.38%	95.12%



# Options

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- Recommend approval of 4A FY 2024 proposed budget
- Not recommend approval of FY2024 proposed budget
- Staff recommends approval

# QUESTIONS/COMMENTS

Burleson 4A Economic Development Corporation  
**Resolution 4A081523AnnualBudget**

**WHEREAS**, the Burleson 4A Economic Development Corporation, known as the “Type A Corporation”, incorporated and certified in October 2000 under the authorization of the Development Corporation Act of 1979; and

**WHEREAS**, the Board of Directors (“Board”) of the Type A Corporation has reviewed the proposed budget for Fiscal Year 2023-2024 attached hereto as Exhibit A and incorporated herein by reference for all purposes (the “Budget”); and

**WHEREAS**, the Board desires to approve the Budget, and finds the Budget will further the purposes of the Type A Corporation.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION THAT:**

**Section 1**

The Budget attached hereto and incorporated herein for all purposes is adopted for the Fiscal Year beginning October 1, 2023, and ending September 30, 2024; and there is hereby appropriated from the funds indicated such projects, operations, activities, purchases and other expenditures as proposed in the Budget.

**Section 2**

As described in the attached Budget, the Type A Corporation authorizes the transfer or expenditure of \$9,113,818 in Type A sales tax revenue in FY 23-24 for the following purposes set forth in the Budget.

**Section 3**

The Type A Corporation respectfully requests that the City Council ratify this resolution.

**Section 4**

The Secretary of the Type A Corporation is hereby directed to publish notice of this action following ratification by City Council as required by law.

Passed and Approved and **SO RESOLVED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signed:

Attest:

\_\_\_\_\_  
 President of Type A Corporation

\_\_\_\_\_  
 Secretary of the Type A Corporation

Exhibit “A”

**THREE YEAR FUND SUMMARIES BY  
REVENUE, EXPENDITURES AND FUND BALANCE  
FY 2023-2024**

<b>MAJOR GOVERNMENTAL FUND 4A SALES TAX REVENUE</b>				
	<b>2021-22 ACTUAL</b>	<b>2022-23 BUDGET</b>	<b>2022-23 ESTIMATE</b>	<b>2023-24 BUDGET</b>
<b>Beginnig fund balance/ working capital</b>	<b>\$ 2,474,806</b>	<b>\$ 973,149</b>	<b>\$ 1,226,246</b>	<b>\$ 5,172,130</b>
<b>Revenues</b>				
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<b>Expenditures</b>				
Personnel Services	333,458	487,864	607,563	613,924
Material & Supplies	5,522	6,000	6,000	6,000
Purchased Services	155,053	199,454	198,628	459,291
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Capital	5,000,000	261,169	266,169	-
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Other Expenditures	320,366	545,499	504,744	599,343
Capital Outlay	343,631	-	-	-
<b>Total expenditures</b>	<b>8,784,215</b>	<b>4,913,416</b>	<b>3,846,534</b>	<b>9,113,818</b>
<b>Change in fund balance</b>	<b>(1,248,560)</b>	<b>2,408,919</b>	<b>3,945,884</b>	<b>1,245,320</b>
<b>Ending fund balance/ working capital</b>	<b>\$ 1,226,246</b>	<b>\$ 3,382,068</b>	<b>\$ 5,172,130</b>	<b>\$ 6,417,450</b>