



# ECONOMIC DEVELOPMENT CORPORATION MEETING

Tuesday, September 20, 2022 at 5:30 PM  
212 North Race Street Everman, TX 76140

## AGENDA

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**1. MEETING CALLED TO ORDER**

**2. INVOCATION**

**3. PLEDGE OF ALLEGIANCE**

**4. CITIZEN'S COMMENTS**

**5. DISCUSSION ITEMS**

**A.** Presentation of Potential Development at 100 N. Forest Hill Dr.

**B.** Presentation of Potential Development on Race/King Streets

**6. CONSIDERATION AND POSSIBLE ACTION**

**A.** Approve Conveyance of 11 EDC Owned Lots to Mune Development Partners LLC; specifically: Blk 3, Lot 3R (404 King), Blk 2, Lot 11R (405 King Street), Blk 3, Lot 2R (406 King), Blk 3, Lot 1R (408 King), Blk 2, Lot 12R (403 King Street), Blk 2, Lot 6R (406 N. Race), Blk 2, Lot 7R (408 N. Race), Blk 2, Lot 8R (410 N. Race), Blk 2, Lot 9R (412 N. Race), Blk 3, Lot 4R (502 N. Race), and Blk 2, Lot 10R (414 N. Race)

**B.** Approve and Authorize the EDC President to execute the Restriction Agreement between the City of Everman and Mune Development Partners, LLC to be included as Exhibit C to Ordinance 791

**C.** Approve 380 Agreement with Mune Development Partners LLC

**D.** Approve EDC President to execute the Real Estate Contract for 11 lots owned by the EDC to Mune Development Partners LLC

**E.** Approve the Warranty Deeds for the Mune Development Partners LLC Project and Authorize the EDC President to sign them

**7. ADJOURN**

I hereby certify that this agenda was posted on the City of Everman bulletin board at or before 5:00 p.m. on Friday September 16, 2022.

/s/ Mindi Parks  
City Secretary

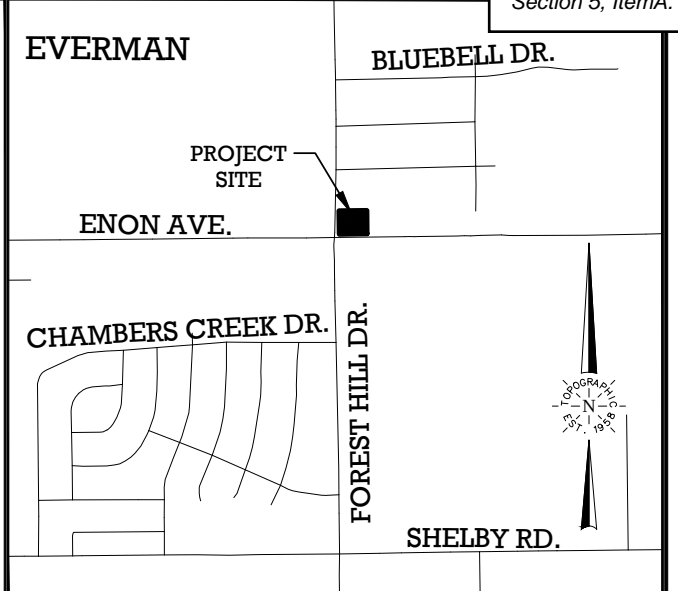
*Citizens may watch meetings live on YouTube. A link to the City of Everman YouTube channel is provided on the city website at: [www.evermantx.us/government/citycouncil/](http://www.evermantx.us/government/citycouncil/)*

*Pursuant to Section 551.071, Chapter 551 of the Texas Government Code, Boards & Commissions reserve the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting, to receive advice from its attorney on any posted agenda item, as permitted by Law. Additionally, Boards & Commissions may convene into Executive Session to discuss the following:*

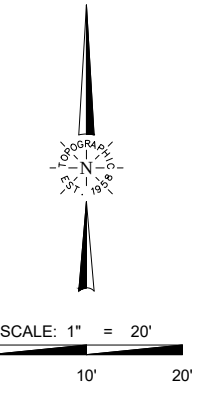
- A. Section 551.071 - Pending or Contemplated Litigation or to Seek Advice of the City Attorney.
- B. Section 551.072 - Purchase, Sale, Exchange, Lease, or Value of Real Property.
- C. Section 551.073 - Deliberation Regarding Prospective Gift.
- D. Section 551.074 - Personnel Matters.
- E. Section 551.087- Deliberation Regarding Economic Development Negotiations.
- F. Section 551.089 - Deliberations Regarding Security Devices or Security Audits.

*According to the City of Everman Policy on Governance Process, individual citizen comments will be restricted to three (3) minutes unless otherwise determined by a majority vote of the Council. The Presiding Officer of the Board or Commission is responsible to enforce the time limit. Citizens may address the Board or Commission either during the Citizen Comments portion of the meeting or during deliberation of a listed agenda item. Members of the Board or Commission are only permitted by Law to discuss items that are listed on the agenda. Citizens wishing to make comments should notify the City Secretary as soon as possible.*

*City Hall is wheelchair accessible. Parking spaces for disabled citizens are available. Requests for sign interpretative services must be made 48 hours prior to the meeting. To make arrangements, call 817.293.0525 or TDD 1.800.RELAY TX, 1.800.735.2989.*



VICINITY MAP  
N.T.S.



- GENERAL NOTES:**
1. ORIGINAL DOCUMENT SIZE: 24" X 36"
  2. ALL BEARINGS, DISTANCES, ACREAGES AND COORDINATE VALUES CONTAINED HEREIN ARE GRID BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, U.S. SURVEY FEET, NORTH AMERICAN DATUM 1983.
  3. ADJOINER INFORMATION SHOWN FOR INFORMATIONAL PURPOSES ONLY AND OBTAINED FROM THE TARRANT COUNTY CENTRAL APPRAISAL DISTRICT, ONLINE INFORMATION.
  4. ACCORDING TO THE FEMA FIRM MAP NUMBER 48439C0320L, REVISED MARCH 21, 2019, A PORTION OF THE SUBJECT PROPERTY APPEARS TO LIE IN ZONE "AE". FLOOD LINES SHOWN HEREON ARE DIGITIZED BASED ON .SHP FILE OBTAINED FROM FEMA.GOV.
  5. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF AN UP TO DATE ABSTRACT OF TITLE. EASEMENTS MAY EXIST THAT THIS SURVEYOR IS UNAWARE OF.

**PROPERTY DESCRIPTION**

WHEREAS AGHA ENTERPRISES, LLC ARE THE OWNER OF A TRACT OF LAND SITUATED IN THE SHELBY COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 1375, CITY OF EVERMAN, TARRANT COUNTY, TEXAS, BEING ALL OF A 0.80 ACRE TRACT DESCRIBED IN A DEED TO AGHA ENTERPRISES, AS RECORDED IN INSTRUMENT NUMBER D218208632, OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY TEXAS (O.P.R.T.C.T.), AND BEING ALL OF A 0.21 ACRE TRACT, DESCRIBED IN A DEED TO AGHA ENTERPRISES AS RECORDED IN INSTRUMENT NUMBER D212233745 (O.P.R.T.C.T.), AND BEING PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT A 1/2" IRON ROD FOR THE NORTHWEST CORNER OF SAID 0.80 ACRE TRACT AND THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO NORMA MARIZ, AS RECORDED IN INSTRUMENT NUMBER D216292129 (O.P.R.T.C.T.), AND ON THE EAST RIGHT-OF-WAY LINE OF N. FOREST HILL DRIVE;

**THENCE** NORTH 89°21'19" EAST, WITH THE NORTH LINE OF SAID 0.80 ACRE TRACT AND THE SOUTH LINE OF SAID MARIZ TRACT, A DISTANCE OF 229.83 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "TOPOGRAPHIC" SET FOR THE NORTHEAST CORNER OF SAID 0.80 ACRE TRACT AND SOUTHEAST CORNER OF SAID MARIZ TRACT, SAME BEING ON THE EAST LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO OLIVIA MELQUIADES, AS RECORDED IN INSTRUMENT NUMBER D210188677, DEED RECORDS TARRANT COUNTY TEXAS (D.R.T.C.T.);

**THENCE** SOUTH 0°41'41" EAST, FOR THE EAST LINE OF SAID 0.80 ACRE TRACT AND THE WEST LINE OF SAID MELQUIADES TRACT, A DISTANCE OF 191.29 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID 0.80 ACRE TRACT AND THE SOUTHWEST CORNER OF SAID MELQUIADES TRACT, SAME BEING ON THE NORTH RIGHT-OF-WAY LINE OF ENON AVENUE;

**THENCE** SOUTH 89°03'19" WEST, WITH THE SOUTH LINE OF SAID 0.80 ACRE TRACT, AND SAID NORTH RIGHT-OF-WAY LINE OF ENON AVENUE, PASSING AT A DISTANCE OF 124.83 FEET A 1/2" IRON ROD FOUND FOR THE SOUTHERN MOST SOUTHWEST CORNER OF SAID 0.80 ACRE TRACT, CONTINUING WITH THE SOUTH LINE OF SAID 0.21 ACRE TRACT, A TOTAL DISTANCE OF 229.83 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "TOPOGRAPHIC" SET FOR THE SOUTHWEST CORNER OF SAID 0.21 ACRE TRACT AND AT THE INTERSECTION OF SAID NORTH RIGHT-OF-WAY LINE OF ENON AVENUE AND SAID EAST RIGHT-OF-WAY LINE OF N. FOREST HILL DRIVE;

**THENCE** NORTH 0°41'41" WEST, WITH THE WEST LINE OF SAID 0.20 ACRE TRACT, TO AND WITH THE WEST LINE OF SAID 0.80 ACRE TRACT, SAME BEING SAID WITH THE EAST RIGHT-OF-WAY LINE OF N. FOREST HILL DRIVE, A DISTANCE OF 192.49 FEET TO THE PLACE OF BEGINNING CONTAINING 1.012 ACRES OF LAND.

**KNOW ALL MEN BY THESE PRESENTS:**

THAT, AGHA ENTERPRISES, LLC, DO HEREBY CERTIFY THAT I AM THE LEGAL OWNER OF THE ABOVE DESCRIBED TRACT OF LAND AND DO HEREBY CONVEY TO THE PUBLIC OR PUBLIC USE, THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS, AND ANY OTHER PUBLIC AREAS SHOWN ON THIS PLAT.

\_\_\_\_\_  
SIGNATURE OF OWNER

STATE OF TEXAS  
COUNTY OF TARRANT

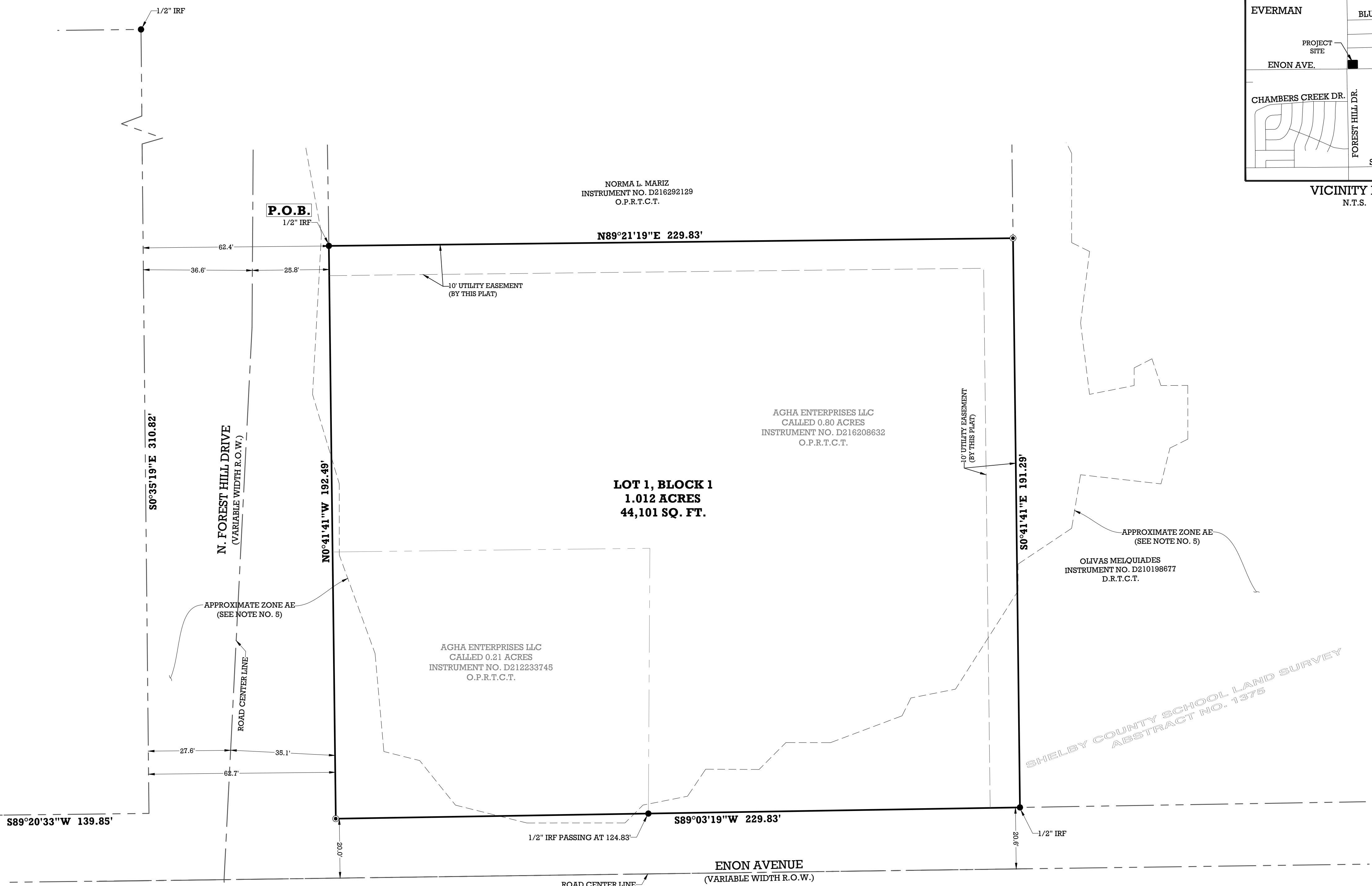
BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE ON THIS DAY PERSONALLY APPEARED \_\_\_\_\_ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THERIN EXPRESSED, AND IN THE CAPACITY THERIN STATED.

GIVEN UNDER MY HAND THE SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR TARRANT COUNTY

PRINTED NAME \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_



JESS & RACHEL CHAMBERS  
VOLUME 6363, PAGE 431  
D.R.T.C.T.

MCM JONES FAMILY INVESTMENTS  
LTD  
INSTRUMENT NO. D207033788  
D.R.T.C.T.

THE PLANNING AND ZONING COMMISSION OF THE CITY OF EVERMAN, TEXAS VOTED AFFIRMATIVELY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022, TO RECOMMEND APPROVAL OF THIS PLAT BY THE CITY COUNCIL.

\_\_\_\_\_  
CHAIRMAN, PLANNING AND ZONING COMMISSION

ATTEST:  
\_\_\_\_\_  
SECRETARY, PLANNING AND ZONING COMMISSION

APPROVED BY CITY OF EVERMAN  
ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
MAYOR

ATTEST:  
\_\_\_\_\_  
CITY SECRETARY

PLAT RECORDED IN:  
VOLUME \_\_\_\_\_, PAGE \_\_\_\_\_, SLIDE \_\_\_\_\_

DATE \_\_\_\_\_

\_\_\_\_\_  
COUNTY CLERK, TARRANT COUNTY, TEXAS

\_\_\_\_\_  
DEPUTY

**KNOW ALL MEN BY THESE PRESENTS:**

THAT I, FORREST C. NANCE, A REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF TEXAS, TEXAS REGISTRATION NUMBER 6809, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION ON THE GROUND MAY 9, 2022.

**PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.**

\_\_\_\_\_  
SIGNATURE

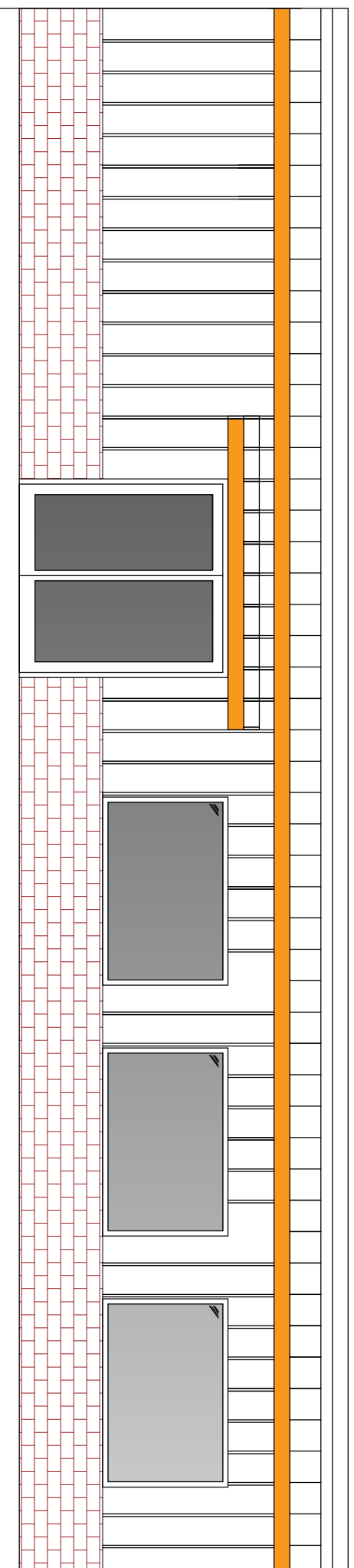
\_\_\_\_\_  
DATE

PHONE NUMBER: \_\_\_\_\_

LEGEND		ABBREVIATIONS		SURVEYOR		OWNER	
—	SUBJECT PROPERTY LINE	O.P.R.T.C.T. = OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS		<b>TOPOGRAPHIC</b>	<b>AGHA ENTERPRISES, LLC</b>		
- - -	ADJOINER LINE	D.R.T.C.T. = DEED RECORDS, TARRANT COUNTY, TEXAS		LOYALTY · INNOVATION · LEGACY	3824 CREEKSIDE LANE		
- · - · -	EASEMENT	P.R.T.C.T. = PLAT RECORDS, TARRANT COUNTY, TEXAS		1400 EVERMAN PARKWAY, SUITE 146, FT. WORTH, TEXAS 76140	CARROLLTON, TEXAS 75010		
- - - - -	CENTER LINE OF ROADWAY	(XXX) = DEED CALLS		TELEPHONE: (817) 744-7410 • FAX: (817) 744-7504	(817)966-7447		
●	IRON ROD FOUND (IRF) (AS NOTED)	P.O.B. = PLACE OF BEGINNING		TEXAS FIRM REGISTRATION NO. 1000204			
⊙	1/2" IRON ROD SET WITH CAP STAMPED "TOPOGRAPHIC"			WWW.TOPOGRAPHIC.COM			
⊙	CALCULATED CORNER						

<b>MINOR PLAT</b>	
<b>LOT 1, BLOCK 1</b>	
<b>EVERMAN PLAZA ADDITION</b>	
<b>AN ADDITION TO THE CITY OF EVERMAN,</b>	
<b>TARRANT COUNTY, TEXAS</b>	
<b>SHELBY COUNTY SCHOOL LAND SURVEY</b>	
<b>ABSTRACT NO. 1375</b>	
<b>1.012 ACRES</b>	
FILE: FP_AGHA_NFOREST HILL PLAT_20220519	REVISION
DRAFT: BWM	CHECK: FCN
SHEET: 1 OF 1	DATE: 05/19/2022
	<b>0</b>

# CHEVRON STATION



PROPOSED ADDITION FOR  
100 N FOREST HILL DR

AGHA ENTERPRISE LLC

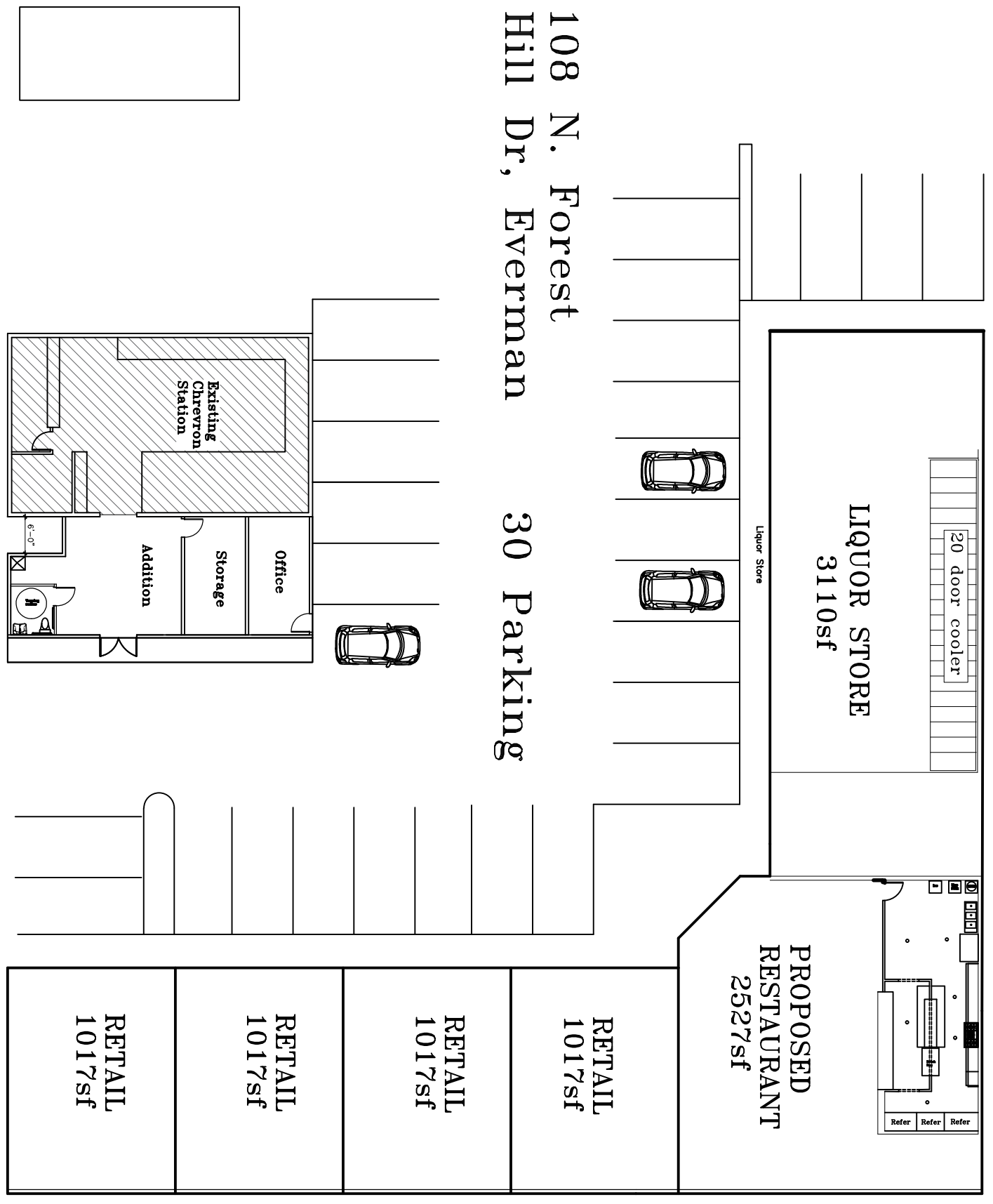
# N. Forest Hill

$N0^{\circ} 41'41''W$  192.49''

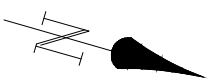
$N89^{\circ} 21'19''E$  229.83'

$S89^{\circ} 3'19''E$  229.83'

E. Enon Ave



$S0^{\circ} 41'41''E$  191.29''



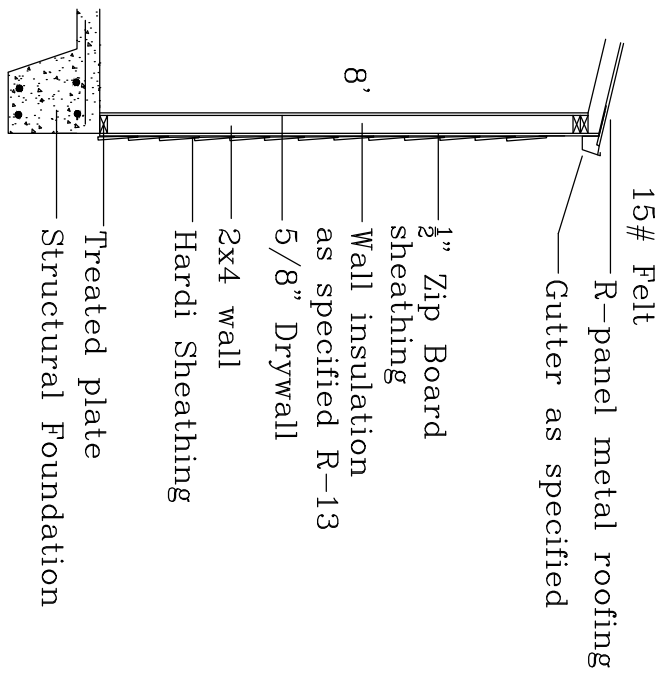
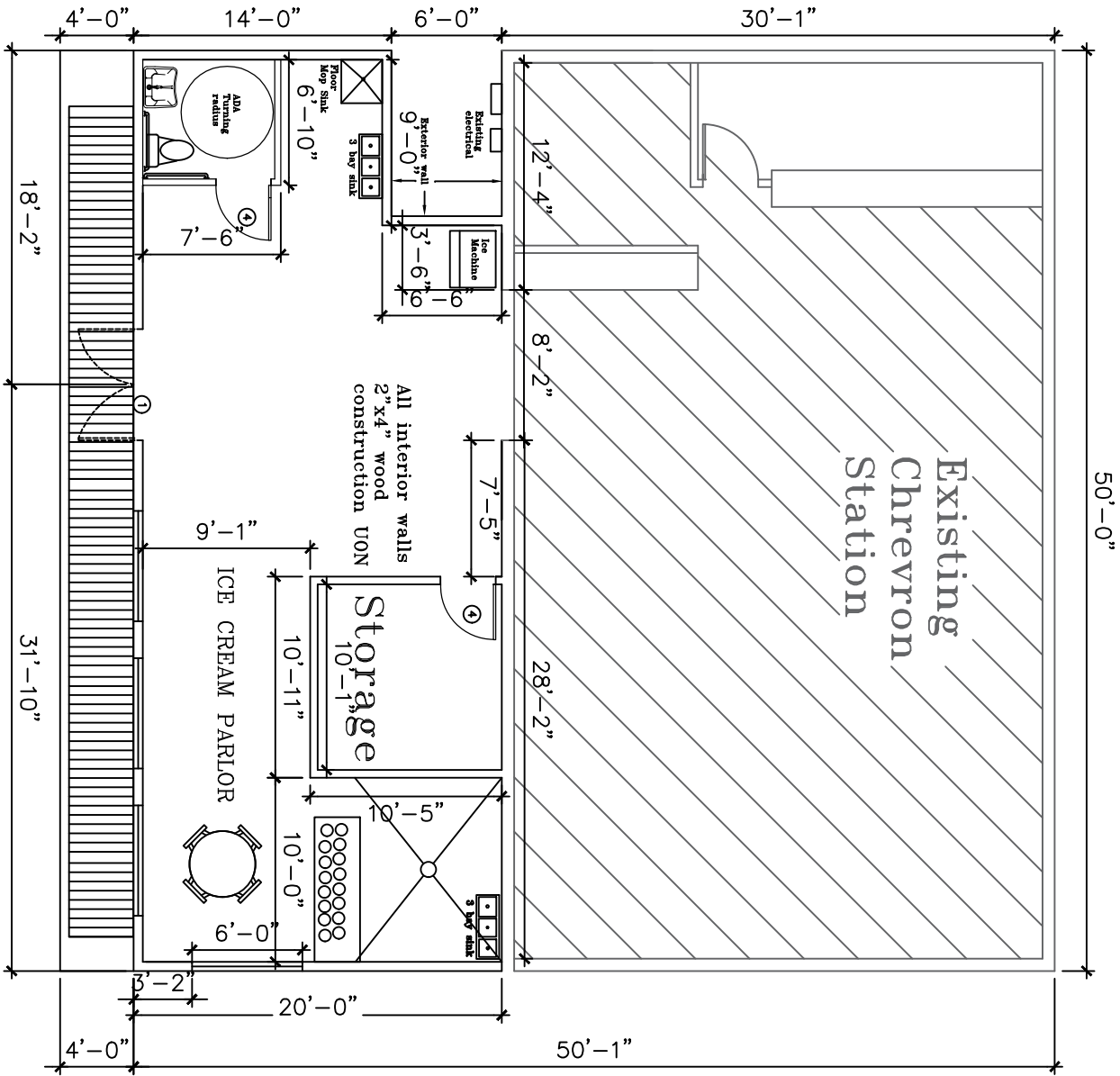
Site Plan

SCALE: 1"=0" = 20'



AREA DATA (IN SQUARE FT.)	
FIRST FLOOR	937 S.F.
TOTAL A/C	937 S.F.
TOTAL AREA UNDER ROOF	937 S.F.

Notes:  
 -Floor to be stained concrete, color to be determined by owner  
 -Exterior walk way to be a light broom finish on concrete



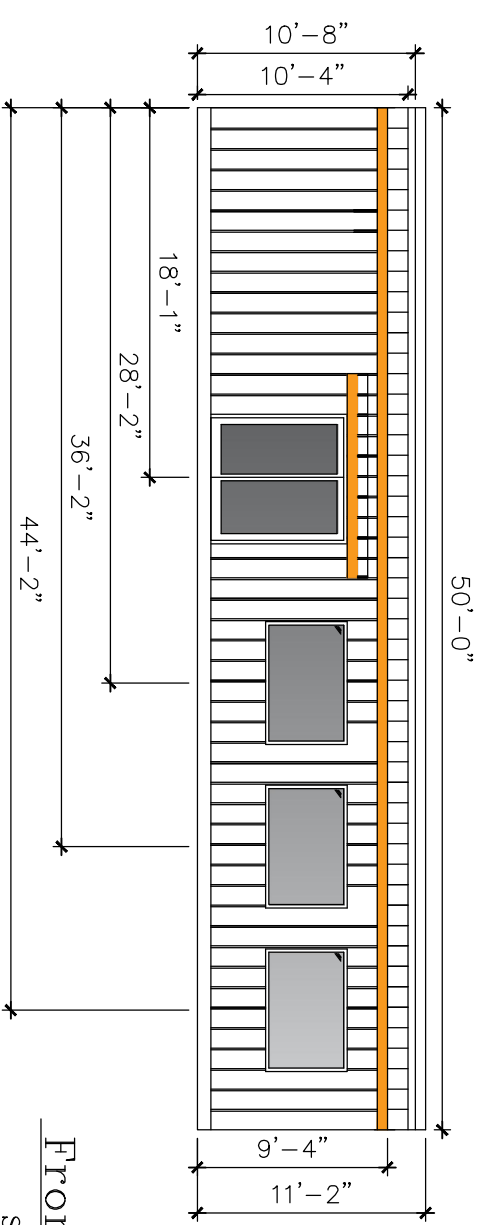
Wall Section

SCALE: NTS

DOOR SCHEDULE			
SYL.	QTY.	SIZE	DESCRIPTION
①		3'-0" X 6'-8" X 1 5/8"	Ext Store front metal
②		3'-0" X 6'-8" X 1 5/8"	EXTERIOR metal door
③		2'-8" X 6'-8" X 1 5/8"	EXTERIOR AS SELECTED
④		3'-0" X 6'-8" X 1 3/8"	INTERIOR Solid Core
⑤		2'-6" X 6'-8" X 1 3/8"	INTERIOR AS SELECTED
⑥		2'-0" X 6'-8" X 1 3/8"	INTERIOR AS SELECTED
⑪		2'-1'-6" X 6'-8" X 1 3/8"	INTERIOR AS SELECTED
⑫		2'-8" X 6'-8" X 1 3/8"	INT POCKET AS SELECTED

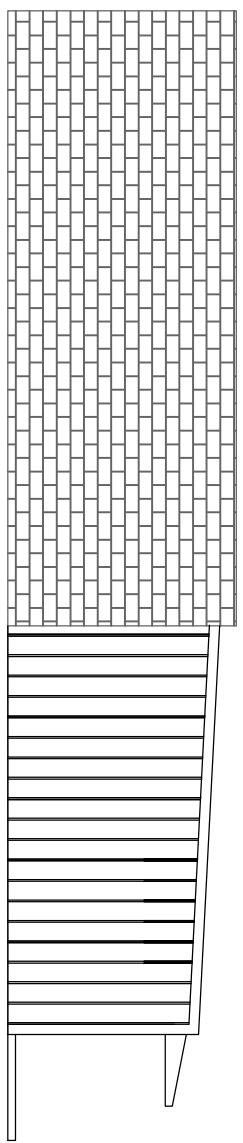
Floor Plan

SCALE: 3/32" = 1'-0"



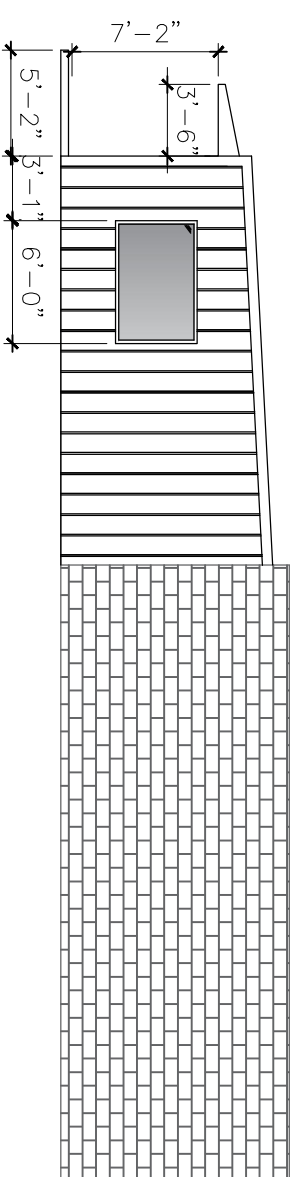
Front Elevation

SCALE: 3/32" = 1'-0"



Left Elevation

SCALE: 3/32" = 1'-0"



Right Elevation

SCALE: 3/32" = 1'-0"

Elevations

SCALE: 3/32" = 1'-0"

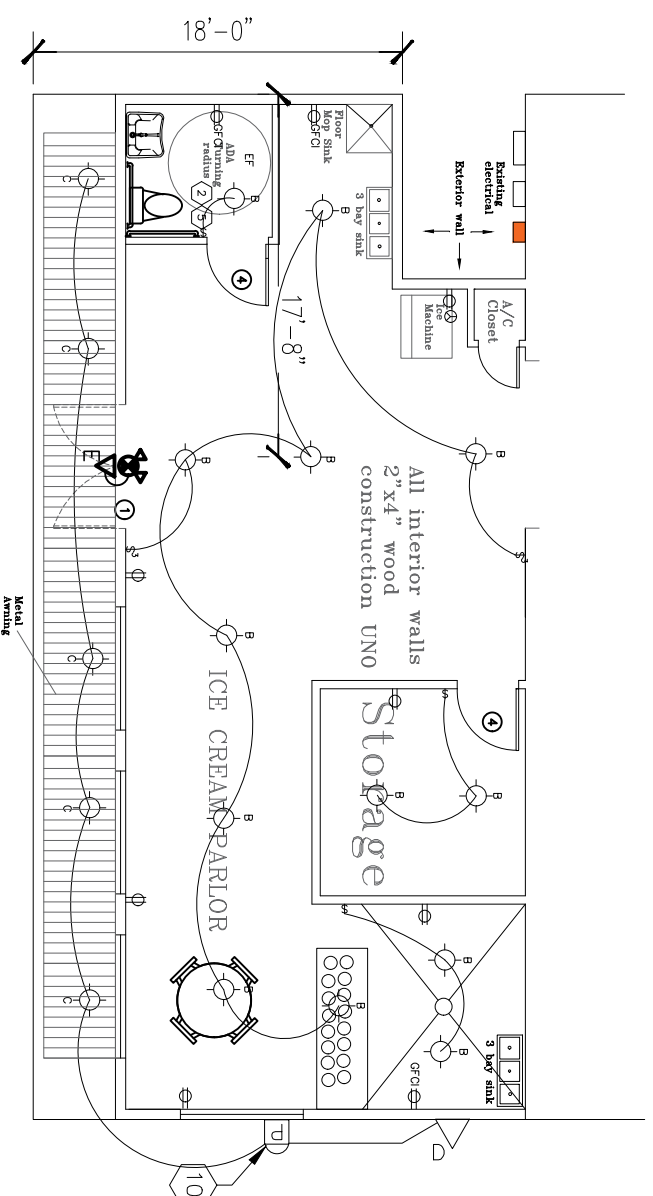


### LIGHT FIXTURE SCHEDULE

MARK	DESCRIPTION	LAMPS				WATTS PER FIXTURE	MANUFACTURER & MODEL	NOTES
		QTY	TYPE	VOLT	COLOR			
A	2' HIGH-BAY LED LIGHT FIXTURE 18,000 LUMENS 5000K W/360° OCCUPANCY SENSOR AND PHOTOCELL DIMMER	(1)	LED	MVOLT	5000K	19,863	LITHONIA LIGHTING: IBE L24 18000LM ATC MD MVOLT GZ10 50K 800CRI LAPZU DWH	2
B	4" ROUND SURFACE MOUNT DOWNLIGHT W/SELECTABLE LAMP COLOR & WHITE TRIM	(1)	LED	120	5000K	763	COOPER LIGHTING: SMD4R89SWHSMD4RTRMWH	-
C	6" ROUND SURFACE MOUNT DOWNLIGHT W/WHITE TRIM	(1)	LED	MVOLT	5000K	1,252	COOPER LIGHTING: SMD6R12950WHSMD6RTRMWH	-
D	WALL PACK OUTDOOR	(1)	LED	MVOLT	5000K	6,950	LITHONIA LIGHTING: TWX2 LED ALO 50K MVOLT DDBXD	-
E	OUTDOOR EMERGENCY EXIT LIGHT + "NORMALLY ON" LIGHT, W/PHOTOCELL	(1)	LED	MVOLT	5000K	1,080	THE LIGHTING SOURCE BLT ACBB BR AT CL	-
F	4' STRIP LIGHT FIXTURE	(1)	LED	MVOLT	4000K	4,298	LITHONIA LIGHTING: CSS L48 4000LM MVOLT 40K 800CRI	3
G	6" SQUARE SURFACE MOUNT DOWNLIGHT WITH EMERG. BATTERY BACKUP LED EXIT UNIT COMBO RED LETTERS LIGHT WITH 3W OF REMOTE CAPACITY	(1)	LED	MVOLT	4000K	1,215	COOPER LIGHTING: SMD6S129SWHE-EM	4
	SURFACE, CEILING, WALL MOUNTED EGRESS LIGHT	(1)	LED	MVOLT	-	1100	LITHONIA LIGHTING: ELM6L UVOLT LTP	1

#### SCHEDULE NOTES:

1. INSTALL CENTERED ABOVE DOOR FRAME. BOTTOM OF FIXTURE 4" ABOVE TOP OF DOOR FRAME.
2. INSTALL WITH AIRCRAFT CABLE FROM ROOF STRUCTURE ABOVE. TOP OF FIXTURE AT 16'-0" A.F.F.
3. INSTALL WITH AIRCRAFT CABLE OR CHAIN FROM ROOF STRUCTURE.
4. SFLCTABLE CCT (COLOR)



### Electrical Plan

### ELECTRICAL LEGEND

SYMBOL	DESCRIPTION
□	2'-x-4' FLUORESCENT FIXTURE
□	WALL MOUNTED FIXTURE
○	EXIT LIGHT
○	RECESSED CAN CEILING FIXTURE
○	SURFACE MOUNTED CEILING FIXTURE
○	WALL MOUNTED EMERGENCY FIXTURE
○	WALL SCONCE FIXTURE
○	SINGLE POLE TOGGLE SWITCH 48" A.F.F. UN.O.
○	THREE-WAY TOGGLE SWITCH 48" A.F.F. UN.O.
○	PHOTOCELL SWITCH
○	SINGLE RECEPTACLE 18" A.F.F.
○	DUPLEX RECEPTACLE 18" A.F.F.
○	DUPLEX RECEPTACLE EMERGENCY POWER
○	DUPLEX RECEPTACLE 42" A.F.F.
○	FLOOR MOUNTED DUPLEX RECEPTACLE
○	QUADRUPLX RECEPTACLE
○	240 VOLT RECEPTACLE
○	TELEPHONE JACK
○	FLOOR MOUNTED TELEPHONE JACK
○	DATA
○	FLOOR MOUNTED DATA
○	DATA/PHONE JACK
○	FLOOR MOUNTED DATA/PHONE JACK
○	LONG=HOT, SHORT=NEUTRAL
○	NIGHT LIGHT
○	MOTION DETECTOR
○	CONTACT CIRCUIT
○	DURESS BUTTON
○	CEILING SPEAKER
○	SMOKE DETECTOR
○	FIRE ALARM CONTROL PANEL
○	FIRE PULL STATION
○	HEAT DETECTOR
○	AUDIO ACCESS POINT
○	DUCT DETECTOR
○	VISUAL STROBE
○	HORN
○	VISUAL STROBE W/ HORN
○	JUNCTION BOX
○	DISCONNECT
○	MOTOR
○	ELECTRIC PANEL
○	TV HOOK-UP
○	CRT HOOK-UP
○	CHASE FOR POWER/PHONE/DATA
○	SECURITY CAMERA
○	GROUND FAULT CIRCUIT INTERRUPT
○	ABOVE FINISH FLOOR
○	EXHAUST FAN
○	WEATHER PROOF
○	CONTROLLED ACCESS SYSTEM

JLEC, Inc  
5216 Saratoga  
Arlington, TX 76017

L&E CROSS  
JLEC, INC

100 N Forest Hill Dr.  
Everman, Tarrant County, Texas

Cherona  
Remodel

Dwg By:  
ECC

5/5/2022

E-1



## GENERAL ELECTRICAL NOTES

1. FIXTURES AS PER SCHEDULE OR APPROVED EQUAL.
2. FIXTURES SHALL BE COMPLETE WITH LAMPS.
3. THE ELECTRICAL CONTRACTOR SHALL PROVIDE ALL LABOR AND MATERIALS REQUIRED TO CONNECT ELECTRICAL POWER TO ALL MECHANICAL EQUIPMENT.
4. ALL WIRING, CONDUIT, LABOR AND MATERIALS NOT SHOWN ON PLAN, BUT NECESSARY FOR COMPLETE AND PROPER OPERATIONS OF THE ELECTRICAL SYSTEM SHALL BE CONSIDERED AS PART OF THE ELECTRICAL CONTRACTOR'S RESPONSIBILITY.
5. THE ELECTRICAL CONTRACTOR SHALL COORDINATE AND INSTALL ALL CONDUIT REQUIRED FOR THE TELEPHONES AND DATA.
6. ALL WORK AS PER GENERAL SPECIFICATIONS AND ALL NATIONAL, STATE AND LOCAL CODES.
7. THE ELECTRICAL CONTRACTOR SHALL VISIT THE JOB SITE PRIOR TO SUBMITTING A BID.
8. BEFORE CONSTRUCTION BEGINS, THE ELECTRICAL CONTRACTOR SHALL PERSONALLY CONTACT THE POWER COMPANY IN ORDER TO VERIFY AND COORDINATE THE INSTALLATION OF THE MAIN ELECTRICAL SERVICE, METER LOCATION, VOLTAGE AND PHASE, TRANSFORMER TYPE AND TRANSFORMER PLACEMENT IN RELATION TO THE BUILDING. THIS ENGINEER ASSUMES NO FINANCIAL LIABILITY FOR POWER COMPANY CHANGES TO THE ELECTRICAL SERVICE OF THIS STRUCTURE.
9. THE ELECTRICAL CONTRACTOR SHALL PROVIDE A 200 AMP SINGLE PHASE TEMPORARY ELECTRICAL SERVICE AND WEATHER PROOF OUTLETS. COORDINATE LOCATION WITH POWER COMPANY. INCLUDE ALL FEES FOR TEMPORARY SERVICE IN THE BASE BID. REMOVE TEMP SERVICE AFTER MAIN SERVICE BECOMES USABLE.
10. THE ELECTRICAL CONTRACTOR SHALL SUPPLY AND INSTALL TEMPORARY CONSTRUCTION LIGHTING PER O.S.H.A. AND CITY MINIMUM LIGHTING LEVELS IN THE BASE CONTRACT.
11. THE ELECTRICAL CONTRACTOR SHALL SUPPLY AND INSTALL A WORKING P/A SYSTEM.
12. ALL ELECTRICAL EQUIPMENT W/ A MICRO PROCESSOR INCLUDING, BUT NOT LIMITED TO COMPUTERS, CASH REGISTERS, & A/V EQUIPMENT SHALL HAVE A FULL SIZE ISOLATED GROUND.
13. TAMPER-RESISTANT RECEPTACLES. ALL 15 AMP AND 20 AMP, 125 AND 250 VOLT NON LOCKING-TYPE RECEPTACLES IN THE AREAS SPECIFIED IN 2020 NEC 406.12(1) THROUGH (7) SHALL BE LISTED TAMPER-RESISTANT RECEPTACLES.

## NOTES BY SYMBOL

"X"

- 1 LOCATE AND INSTALL LIGHT FIXTURES SUSPENDED FROM ROOF STRUCTURE ABOVE VIA AIRCRAFT CABLE. LOCATE TOP OF FIXTURE AT 16'-0" A.F.F.
- 2 POWER AND CONTROL TOILET EXHAUST FAN EF1 FROM TOILET LIGHT CIRCUIT AND SWITCH.
- 3 PROVIDE AND INSTALL OCCUPANCY SENSOR LIGHT SWITCH COMBINATION FAN CONTROL. SENSOR SWITCH WALL SWITCH #WSX PDT 2P FAN ASHRT WH. OR EQUAL. SET POLE #1 LIGHTS 'AUTO ON' THEN 'AUTO OFF' WHEN OCCUPANCY IS NO LONGER DETECTED. POLE #2 FAN 'AUTO ON' TO A MINIMUM FAN RUN TIME PER ASHRAE 62.2.
- 4 PROVIDE AND INSTALL OCCUPANCY SENSOR LIGHT SWITCH W/DIMMING CAPABILITIES. SENSOR SWITCH WALL SWITCH #WSX PDT D VA WH OR EQUAL
- 5 PROVIDE AND INSTALL OCCUPANCY SENSOR WALL LIGHT SWITCH. SENSOR SWITCH #WSX PDT SA WH OR EQUAL.
- 6 CIRCUIT ALL EMERGENCY EGRESS LIGHTING TO PANEL HA CIRCUIT #1.
- 7 PROVIDE AND INSTALL 15A LIGHT SWITCH WITH PILOT LITE AT 48" ABOVE SHOP FLOOR FOR ATTIC LIGHTING. LEVITON 1201-PLC 15 AMP, 120V OR EQUAL.
- 8 CIRCUIT TO SHOP LIGHTING RE: PLAN 1/E1.0 FOR CONTINUATION.
- 9 CIRCUIT TO ATTIC LIGHTING RE: PLAN 2/E1.0 FOR CONTINUATION.
- 10 OUTDOOR LIGHTING CONTROL TO BE ACCOMPLISHED WITH PHOTOCONTROL. INTERMATIC NIGHTFOX ELECTRONIC PHOTOCONTROL #EK4236S MOUNTED TO WEATHER PROOF OUTDOOR BOX ON EDGE OF ROOF OR MOUNTED TO TOP OF ROOF PARAPET.
- 11 PROVIDE AND INSTALL J-BOX W/COVER TO WALL AT 15'-6 A.F.F. INSIDE BUILDING FOR SECURITY CAMERA CABLE ROUTING. ROUTE AND CONNECT 3/4" CONDUIT FROM J-BOX TO JBOX PULL TAPE INSTALLED. INSTALL CAT6 CABLE IN CONDUIT UNLESS INSTRUCTED OTHERWISE BY OWNER. INSTALL CONNECTORS ON END FOR CONNECTION TO VIDEO EQUIPMENT.
- 12 PROVIDE AND INSTALL 3/4"CONDUIT, ROUTE FROM SOUTH WEST J-BOX THROUGH CEILING ABOVE PHONE & DATA BOARD IN OFFICE. LEAVE 10' HANGING LOOSELY FINAL CONNECTOR INSTALLATION TO BE COMPLETE BY OWNER SECURITY INSTALLER, UNLESS INSTRUCTED OTHERWISE.
- 13 PROVIDE AND INSTALL WEATHER PROOF J-BOX WITH COVER TO EXTERIOR OF BUILDING AT 15'-6" A.F.F.. OUTSIDE BUILDING FOR SECURITY CAMERA CABLE ROUTING. ROUTE AND CONNECT 3/4" CONDUIT J-BOX TO J-BOX W/PULL TAPE INSTALLED. INSTALL CAT6 CABLE J-BOX TO J-BOX UNLESS INSTRUCTED OTHERWISE BY OWNER. INSTALL CONNECTORS ON ENDS AT ENCL J BOX TOP CONNECTION TO VIDEO EQUIPMENT

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Everman, Tarrant County, Texas

**Chevron**  
Remodel

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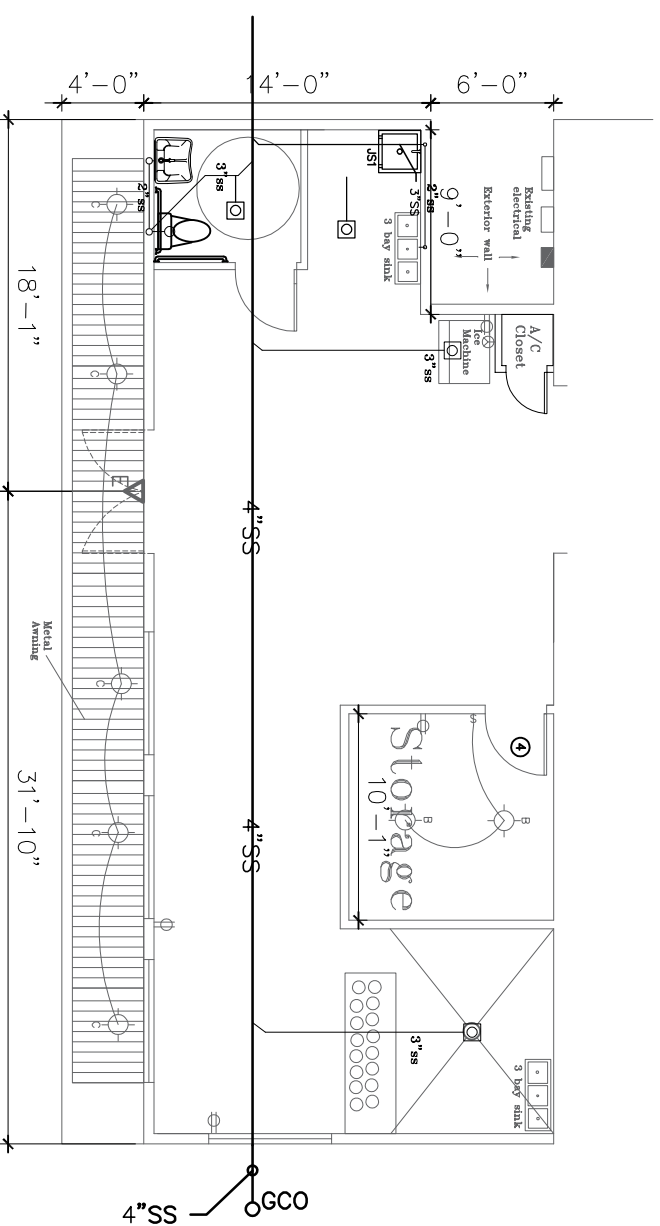
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E-2

**NOTES BY SYMBOL**

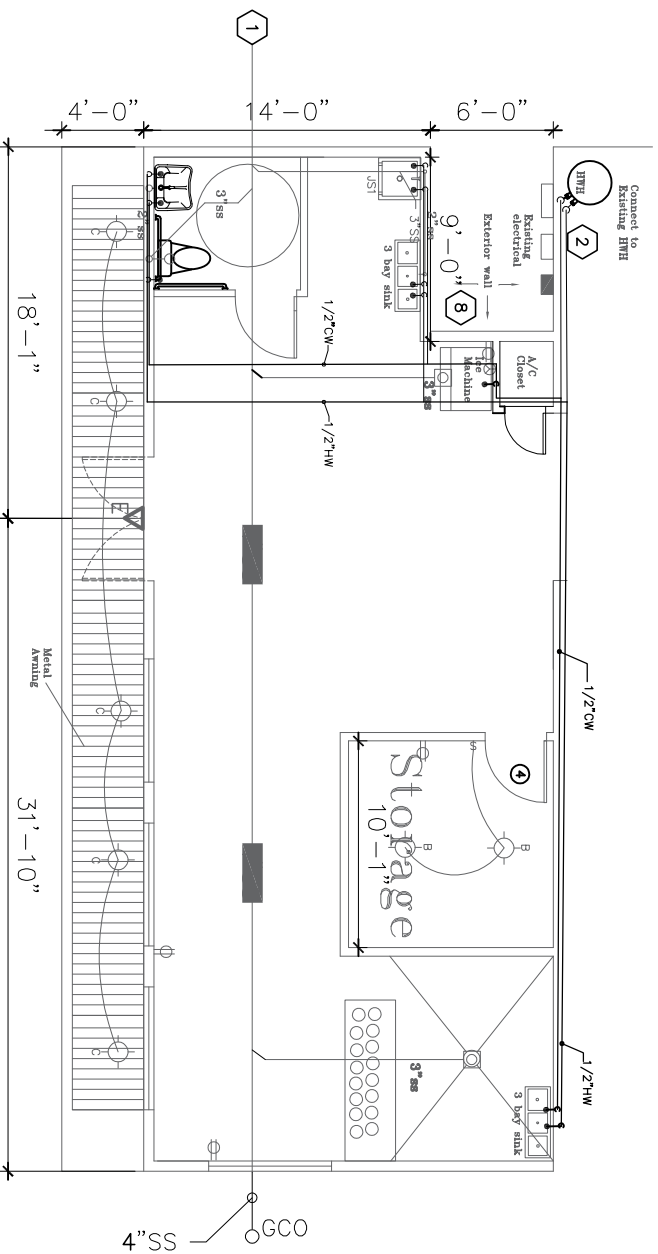
"X"

- 1 4" BUILDING SEWER. ROUTE AND CONNECT TO CITY SEWER MAIN AS DIRECTED BY PROVIDER.
- 2 3/4" WATER SUPPLY. ROUTE AND CONNECT TO EXISTING WATER LINE AS DIRECTED BY PROVIDER.
- 3 NATURAL GAS METER LOCATION. FIELD VERIFY WITH PROVIDER. CONNECT BUILDING NATURAL GAS LINES TO METER. XXXXMBH REQUIRED.
- 4 PROVIDE AND INSTALL EXTERIOR BLDG. 1-1/2" WATER VALVE IN IN-GROUND VALVE BOX.
- 5 PHONE, DATA, AND BUILDING TO BUILDING CABLE EXCHANGE CONDUIT. REFER TO PLAN 2/E2.0. ROUTE PHONE AND DATA CONDUIT AS DIRECTED BY SERVICE PROVIDER. BLDG. TRANSFER CONDUIT INSTALL TO 5.0' OUT FROM FOUNDATION AND CAP FOR FUTURE USE, UNLESS INSTRUCTED OTHERWISE BY OWNER.
- 6 PROPOSED LOCATION OF GAS METER. NOT APPROVED BY ATMOS ENERGY.
- 7 PROPOSED LOCATION OF ELECTRICAL SERVICE METER AND DISCONNECT. NOT APPROVED BY ONCOR ELECTRIC DELIVERY.
- 8 PROPOSED LOCATION OF HVAC CONDENSER UNITS.



**PLUMBING SEWER**

SCALE: 3/32" = 1'-0"



**PLUMBING SUPPLY**

SCALE: 3/32" = 1'-0"

**NOTES BY SYMBOL**



- 1 4" BUILDING SEWER. ROUTE AND CONNECT TO CITY SEWER MAIN AS DIRECTED BY PROVIDER.
- 2 1-1/2" WATER SUPPLY. ROUTE AND CONNECT TO 1" CITY WATER METER AS DIRECTED BY PROVIDER.
- 3 NATURAL GAS METER LOCATION. FIELD VERIFY WITH PROVIDER. CONNECT BUILDING NATURAL GAS LINES TO METER. 226MBH REQUIRED.
- 4 PROVIDE AND INSTALL EXTERIOR BLDG. 1-1/2" WATER VALVE IN IN-GROUND VALVE BOX.
- 5 INSTALL EWH1 IN DRAIN PAN ON 3/4" PLYWOOD DECKING MOUNT ON TOP OF CEILING JOIST ABOVE TOILETS, MECHANICAL, AND STORAGE ROOMS.

**PLUMBING FIXTURE SCHEDULE**

MARK	DESCRIPTION	CONNECTION SIZES			MFG. & MODEL NO.
		WASTE/VENT	C.W.	H.W.	
WC1	WATER CLOSET (SEAT 17"-19" AFF) FLOOR MOUNTED. ELONGATED BOWL. LOW CONSUMPTION 1.6GPF	3"	2"	2"	TOILET. A.S. CABLET #2467 016 W/TANK. W/PL LEFT HAND TRIP LEVER. SEAT. MANAGE B. SEAT. 100" OPEN FRONT PLASTIC SEAT ALI. TANK. 41K2800 W/RIGHT HAND TRIP LEVER
LAV1	LAVATORY. WALL MOUNTED. ADA. WHITE VITREOUS CHINA. CENTERSET (3) FAUCET HOLES @ 4" O.C. 1.2GPM	2"	1 1/2"	2"	LAVATORY. KOHLER KINGSTON #K-2005 FAUCET: KOHLER DEVONSHIRE #K-383-N4
JS1	JANITORS SINK. FLOOR MOUNTED. 12" DEPTH W/6" DROP FRONT. WALL MOUNTED CHROME FAUCET.	3"	2"	2"	SINK: FLAT PRODUCTS #F5B3010 FAUCET: FLAT PRODUCTS #F530-1A
SS1	SERVICE SINK. LAUNDRY TUB W/LEGS. FLOOR MOUNTED. WHITE MOLDED STONE. MOUNTED CHROME FAUCET.	2"	1 1/2"	2"	SINK: FLAT PRODUCTS #SF-1-F FAUCET: FLAT PRODUCTS #F1
WS1	WASH SINK. SS. TWO COMPARTMENT. TOP MOUNT. SINGLE FAUCET HOLE	2"	1 1/2"	2"	SINK: KOHLER VERSE #K-5267-1 FAUCET: KOHLER CHAKAIS #K-15160
EWH20	20 GAL. ELECTRIC WATER HEATER. TANK TYPE. INCREASE VOLTAGE TO 3000W 120V. SUPPLY W/VOLTAJE CONVERSION KIT.	-	-	2"	WATER HEATER: BRADFORD WHITE ELECTRIFLEX LD: #LE120U3-1 W/VOLTAJE CONVERSION KIT: #415-46409-04
EMC1	ELECTRIC WATER COOLER. FOUNTAIN W/WATER BOTTLE FILLER.	1 1/2"	1"	2"	OASIS #098BQ
ET1	EXPANSION TANK	-	-	2"	WATTS: PLT-5-M1
FPHB1	FROST PROOF HOSE BIBB 1/2" FREEZELESS WALL HYDRANT WITH ANTI SYPHON AND EXTERIOR BOX AND DOOR	-	-	2"	WOODFORD: HYDRANT #65 FINISH BOX #65 ANTI-SYPHON #34HA
FPHB2	FROST PROOF HOSE BIBB 1/2" FREEZELESS WALL HYDRANT WITH ANTI SYPHON	-	-	2"	WOODFORD: HYDRANT #19
IMGB1	ICE MAKER BOX W/1/2" FIRST VALVE AND ARRESTER	-	-	2"	SIOUX CHIEF: 696-6010(TYPE OF CONNECTION)
MV1	MIXING VALVE UNDER SINK	-	-	2"	WATTS:

**PLUMBING LEGEND**

SYMBOL	DESCRIPTION
CW	NEW COLD WATER
NPCW	NON-POTABLE COLD WATER
CW	EXISTING COLD WATER
HW	NEW HOT WATER
HWR	NEW HOT WATER RETURN
GM	GAS METER
HW	EXISTING HOT WATER
MW	NEW MIXED WATER
SS	NEW SANITARY SEWER
GW	NEW GREASE WASTE LINE
GW	GREY WASTE WATER
SS	EXISTING SANITARY SEWER
G	NEW GAS
G	EXISTING GAS
TP	TEMP. & PRESSURE RELIEF
	SLOPE
	FLOOR DRAIN
	SINK DRAIN
	FLOOR CLEAN OUT
	WALL CLEAN OUT
	DOUBLE CLEAN OUT
	PLUG VALVE
	GAS PRESSURE REDUCER
	UNION
	FIRE LINE
	FROST PROOF HOSE BIBB
	COMPRESSED AIR

**GENERAL PLUMBING NOTES**

1. ALL WORK AS PER GENERAL SPECIFICATIONS AND ALL NATIONAL, STATE AND LOCAL CODES.
2. FOR HOT AND COLD WATER APPLICATIONS TYPE L COPPER SHALL BE USED OR PEX PER SPECIFICATION.
3. ALL FIXTURES USED SHALL BE AS PER SCHEDULE OR EQUAL.
4. ALL FIXTURES SHALL HAVE STOP VALVES AT WALL.
5. ALL VENTS SHALL BE CARRIED THROUGH ROOF. COMPLETE WITH ROOF SYSTEM COMPATIBLE ROOF JACKS.
6. ALL TOILET SEATS SHALL BE FOR ELONGATED BOWLS WITH OPEN FRONTS.
7. TO FACILITATE THE CLARITY OF THE DRAWINGS, SEWER, WATER, AND GAS LINES ARE NOT ALWAYS SHOWN IN THEIR EXACT LOCATIONS.
8. CONTRACTOR SHALL VISIT JOB SITE PRIOR TO BID AND VERIFY EXISTING CONDITIONS. NOTIFY ENGINEER IF EXISTING CONDITIONS DO NOT MATCH CONTRACT DOCUMENTS.
9. PROVIDE WETTED TRAPS TO ALL FLOOR DRAINS.
10. ROUTE TEMPERATURE AND PRESSURE RELIEF FROM WATER HEATER TO SEWER OR TO THE OUTSIDE OF BUILDING.
11. LAVATORIES INTENDED TO BE HANDICAPPED ACCESSIBLE SHALL HAVE INSULATED SANITARY SEWER LINES SPECIFICALLY DESIGNED TO PROTECT WHEELCHAIR USERS.
12. ALL SHOWERS OR LAVATORIES SHALL BE INSTALLED WITH AN APPROVED A.S.S.E. 1070 TEMPERATURE LIMITING DEVICE ON THE HOT WATER SUPPLY EQUAL TO A WATTS "WV" SERIES AND SIZED FOR THE HW SUPPLY LINE OR AN INDIVIDUAL SHOWER THAT MEETS A.S.S.E. 1016 IS ACCEPTABLE.
13. AS-BUILT "RED-MARKED" PLANS SHALL BE DELIVERED TO THE ENGINEER.
14. FIXTURES INDICATED ON PLANS AS HANDICAP ACCESSIBLE MUST MEET THE 2012 I.A.S.

NOTE: ALL FLUSHING MECHANISMS SHALL BE ON WIDE SIDE STALL MEETS THE AMERICAN DISABILITIES ACT, TEXAS ACCESSIBILITY STANDARDS, AND ANSI A117.1 REQUIREMENTS FOR PEOPLE WITH DISABILITIES

**GENERAL PLUMBING NOTES**

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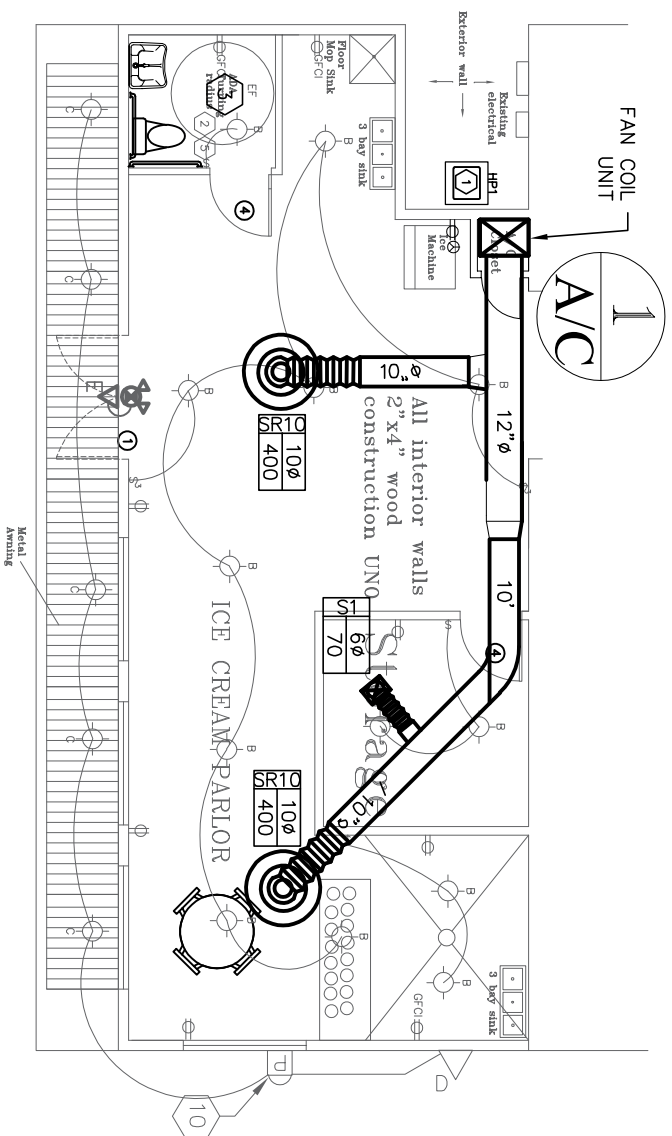
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Everman, Tarrant County, Texas

**Chertoff**  
Remodel

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P-2

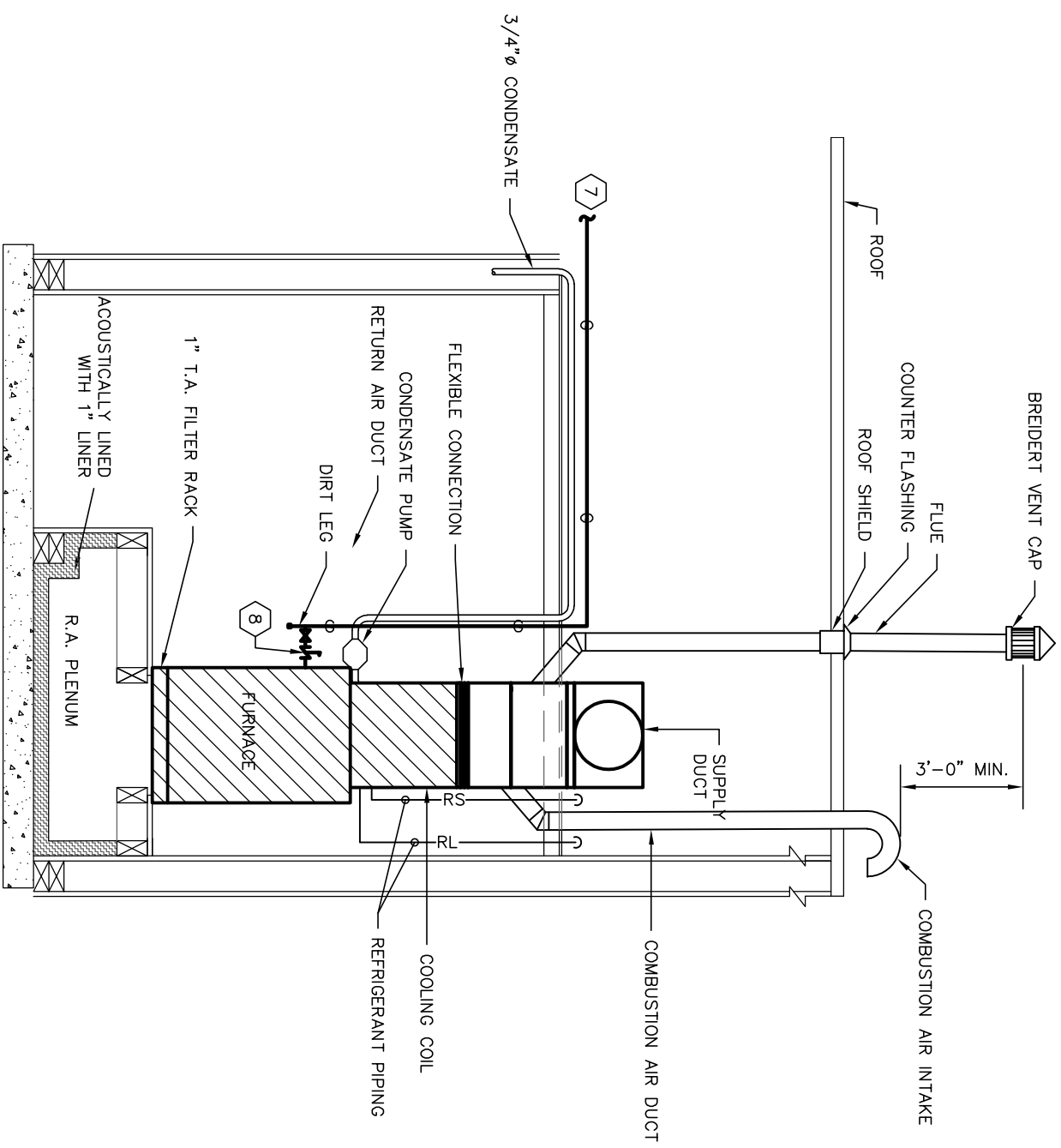


# MECHANICAL PLAN

SCALE: N.T.S.

## NOTES BY SYMBOL

- 1 INSTALL CONDENSER ON 4" CAST IN PLACE CONCRETE PAD. DO NOT INSTALL IN FRONT OF ELECTRICAL DISCONNECTS. INSTALL WITH MANUFACTURER'S REQUIRED CLEARANCES.
- 2 ROUTE DUCTING UP AND HORIZONTALLY AT BOTTOM OF ROOF STRUCTURE. SUPPORT FROM ROOF STRUCTURE.
- 3 4" TOILET EXHAUST ROUTE UP THRU THE ROOF. PROVIDE AND INSTALL ROOF JACK COMPATIBLE WITH INSTALLED ROOF. PROVIDE AND INSTALL RAIN CAP TO TOP OF PIPE.
- 4 INSTALL EXHAUST FLUE IN ACCORDANCE WITH FCU MANUFACTURER INSTALLATION REQUIREMENTS UP THROUGH THE ROOF. PROVIDE AND INSTALL VENT CAP ABOVE.
- 5 INSTALL COMBUSTION AIR INTAKE PIPE (IF REQUIRED) IN ACCORDANCE WITH FCU MANUFACTURER INSTALLATION REQUIREMENTS UP THROUGH THE ROOF. A.L.T. IS OUT THROUGH AN EXTERIOR WALL WITH WALL CAP INSTALLED.
- 6 PROVIDE AND INSTALL 8"Ø EXHAUST DUCT FROM RANGE HOOD UP AND THROUGH THE ROOF. PROVIDE AND INSTALL ROOF JACK AND COUNTER FLASHING COMPATIBLE WITH ROOF. PROVIDE AND INSTALL EXHAUST DUCT RAIN CAP WITH BIRD AND INSECT SCREEN. ALTERNATE INSTALLATION IS TO ROUTE EXHAUST DUCT THROUGH EXTERIOR WALL AND INSTALL WALL CAP WITH BIRD/INSECT SCREEN.
- 7 ROUTE AND CONNECT GAS LINE TO GAS SUPPLY METER. REFER TO PLUMBING PLAN 2/P1.0.
- 8 PROVIDE AND INSTALL GAS PRESSURE REGULATOR IF REQUIRED.
- 9



# VERTICAL GAS FURNACE DETAIL

SCALE: N.T.S.

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A/C

## MECHANICAL LEGEND

TYPE	NECK SIZE	
	12" $\phi$	DIFFUSER TAG
	500 CFM	SUPPLY AIR DIFFUSER
		RETURN AIR DIFFUSER
		FLEX DUCT
	F.D.	FIRE DAMPER
	S.D.	SMOKE DAMPER
		SUPPLY AIR FLOW
		RETURN AIR FLOW
	S.A.	SUPPLY AIR
	R.A.	RETURN AIR
	$\Theta$	THERMOSTAT
	$\Theta$	THERMOSTAT SENSOR
	E.A.	EXHAUST AIR
	C.D.	CONDENSATE DRAIN
	F.A.	FRESH AIR
	V.T.R.	VENT THRU ROOF
		ELBOW DOWN
		ELBOW UP
		VOLUME DAMPER
		AIR EXTRACTOR
		TURNING VANES
		VOLUME DAMPER
		TRANSITION
		WALL GRILLE
	(SD)	SMOKE DETECTOR
	(DD)	DUCT SMOKE DETECTOR
		MOTORIZED DAMPER
		TEE WITH TURNING VANES AND ADJUSTABLE SPLITTER DAMPERS
		VOLUME DAMPER
		CONDENSATE PIPING
		PRESSURE REDUCING VALVE

## GENERAL MECHANICAL NOTES

1. MATERIALS AND INSTALLATION OF ALL MECHANICAL EQUIPMENT SHALL CONFORM WITH ALL NATIONAL, STATE AND LOCAL CODES.
2. COORDINATE INSTALLATIONS WITH ALL OTHER CONTRACTORS AS NECESSARY.
3. PROVIDE AND INSTALL DAMPERS, TURNING VANES AND SPLITTERS AS REQUIRED FOR EFFICIENT OPERATION AND AIR DISTRIBUTION.
4. EXHAUST FANS FURNISHED BY THIS CONTRACTOR, ELECTRICAL CONNECTIONS BY ELECTRICAL CONTRACTOR.
5. INSTALL FLEXIBLE CONNECTIONS AT UNIT ON SUPPLY AND RETURN AIR DUCTS.
6. AIR DUCTS NOT SHOWN ON PLAN, BUT IMPLIED AND NECESSARY FOR PROPER INSTALLATION AND OPERATION OF THE SYSTEMS, SHALL BE CONSIDERED AS PART OF THE MECHANICAL CONTRACTORS RESPONSIBILITY.
7. EACH UNIT SHALL HAVE INSTALLED (1) PROGRAMMABLE THERMOSTAT EQUAL TO HONEYWELL RTH/600D 7DAY PROGRAMMABLE T-STAT WITH LOCKABLE COVER.
8. PROVIDE TURNING VANES IN ALL MITERED CORNERS.
9. PROVIDE VOLUME DAMPERS WITH LOCKING HANDLES IN BRANCH DUCTS WHEN ACCESSIBLE FROM ATTIC. TYPICALLY WHEN GYP BOARD GELINGS ARE USED M.C. SHALL SUPPLY VOLUME DAMPERS IN THE THROAT OF THE SUPPLY GRILLES THAT ARE ACCESSIBLE FROM BELOW.
10. PROVIDE AIR EXTRACTORS FOR ALL MAIN SUPPLY GRILLES.
11. CONSTRUCT ALL DUCT WORK IN ACCORDANCE WITH ASHRAE STANDARDS. ALL DUCTWORK TO BE SEALED WITH MASTIC SEALANT.
12. LIMIT FLEXIBLE DUCT WORK TO 7' FROM DIFFUSERS. ALL FLEX DUCT TO HAVE A MINIMUM OF R-6 INSULATION.
13. THIS CONTRACTOR SHALL INSTALL ALL SCHEDULE 40 PVC CONDENSATE DRAINS IN ATTIC AND ENCLOSED SPACES. INSTALL COPPER CONDENSATE DRAINS IN ALL EXPOSED AREAS. INSULATE IN ATTIC SPACES.
14. PROVIDE CONDENSATE OVERFLOW DRAIN PAN IN ADDITION TO UNIT CONDENSATE DRAIN. INSTALL CONDENSATE HIGH LEVEL ALARM IN OVERFLOW PAN. ALARM SHALL SHUT DOWN A/C UNIT AND EMIT AN AUDIBLE ALARM. EQUAL TO LITTLE GANT MODEL #LC-310.
15. UNLESS OTHERWISE NOTED, ROUTE ALL TOILET EXHAUST THRU THE ROOF. SUPPLY AND INSTALL INSECT SCREEN, RAIN HOOD AND ROOF JACK THAT IS COMPATIBLE WITH THE ROOFING TYPE.
16. SUPPLY COMBUSTION AIR INTO EACH MECHANICAL SPACE PER IFGC SECTION 304.
17. DO NOT PLACE HUB DRAIN FOR CONDENSATE UNDER RETURN AIR PLENUM.
18. ALL UNITS LARGER THAN 2000 CFM SHALL RECEIVE SMOKE DETECTOR IN SUPPLY AIR, THE INTO BUILDING FIRE ALARM CONTROL AS REQUIRED BY LOCAL AND STATE CODES.
19. PLACE VERTICAL GAS UNIT ON RETURN AIR PLENUM. SUPPLY SHOP DRAWINGS SHOWING ARRANGEMENT OF MECHANICAL SPACES. VERIFY THAT ALL COMPONENTS FIT IN MECHANICAL SPACE PRIOR TO BEGINNING CONSTRUCTION.
20. INSTALL SHEET METAL DUCT PER SMCA. RECTANGULAR SIZES TO HAVE EXTERIOR 1" INSULATION, ROUND SIZES TO HAVE 1" EXTERIOR INSULATION.
21. ALL FRESH AIR INTAKES SHALL BE A MINIMUM OF 15' AWAY FROM TOILET DISCHARGES.

# GENERAL MECHANICAL NOTES

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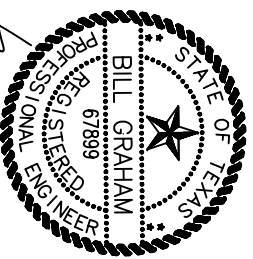
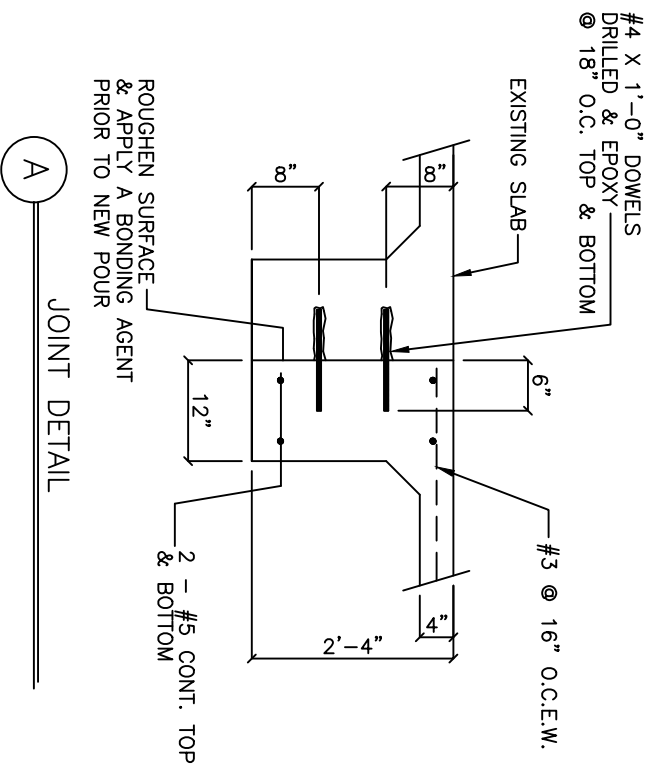
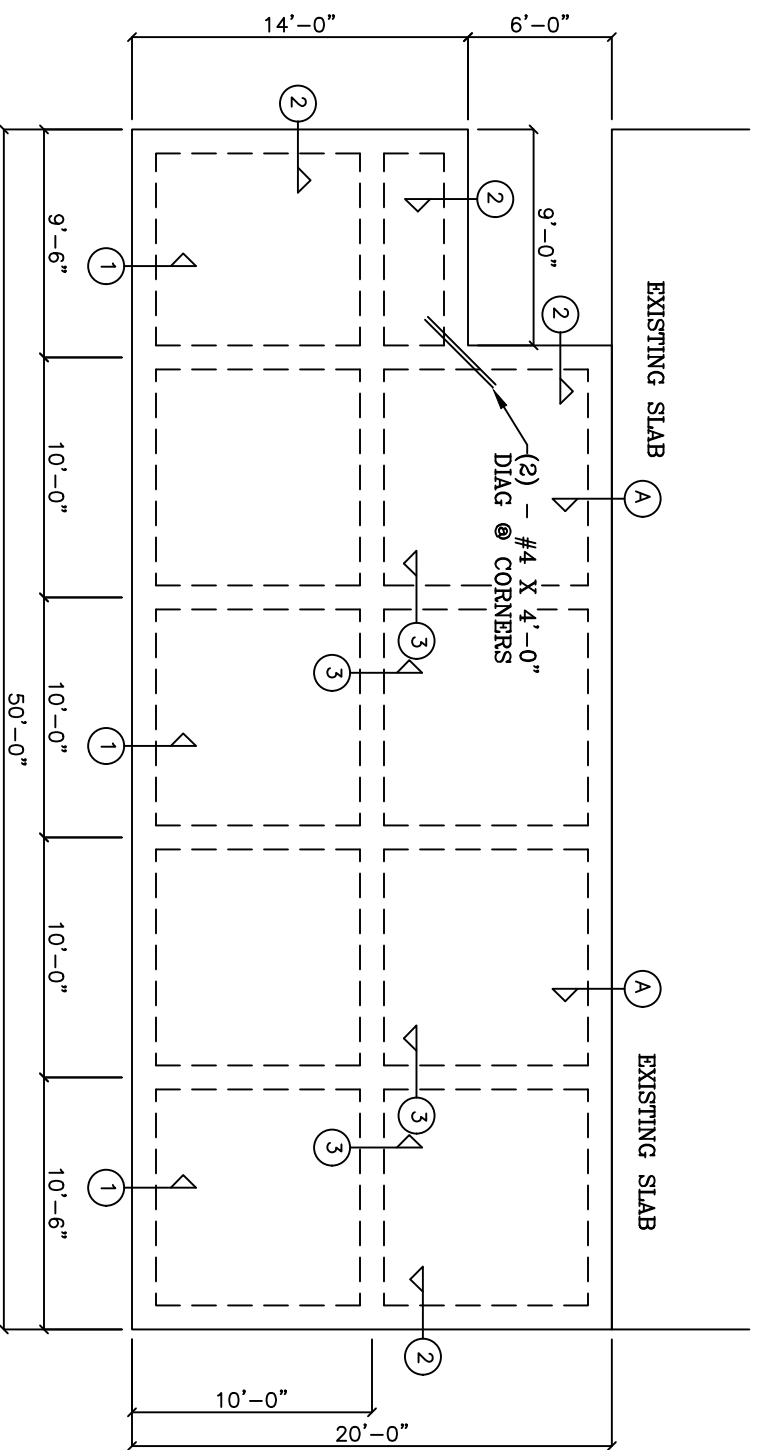
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NOTES:

- 1) All beams shall be 12" W x 28" D.
- 2) At the clients request, this design is based on general information obtained from the soil survey of TARRANT County, published by the United States Dept. of Agriculture, Soil Conservation Service. Design soil parameters:  
 $Q_u = 1500$  (minimum, psf)  
 $P_l = 36$  (maximum)  
 $PVR = 3.0$  (maximum, inches)
- 3) The client is responsible for verifying that the in-place soils conditions at the time of construction do not exceed the above limitations.
- 4) The above soil bearing capacity ( $Q_u$ ) is assuming that all beams will be founded into undisturbed soil or properly compacted fill. If this foundation does not show piers and the bearing capacity does not meet the above requirements, contact our office for pier design requirements.
- 5) A geo-technical report, although requested by GML, was not provided by the client for the purpose of designing this foundation. A site-specific report would provide more information that may be necessary for an appropriate design at this site. The project owner should be made aware of the limitations of the soils information and this design. We assume no responsibility, whatsoever, for the accuracy of the soils information obtained from the above referenced soil survey and make no representation that it is appropriate for the actual conditions at this site.
- 6) MODIFICATION OF THIS DESIGN WITHOUT PRIOR WRITTEN CONSENT FROM GRAHAM-MARTIN, LTD. WILL VOID ANY RESPONSIBILITY WE MAY HAVE WITH REGARD TO ANY LIABILITY ASSOCIATED WITH THE PERFORMANCE OF THIS ENGINEERED FOUNDATION.

BUILDER TO VERIFY ALL DIMENSIONS WITH ARCHITECTURAL DRAWINGS PRIOR TO CONSTRUCTION OF THIS SLAB

ALL BEAMS SHALL BE A MINIMUM OF 6" INTO UNDISTURBED SOILS OR PROPERLY COMPACTED FILL SOILS



**GRAHAM - MARTIN, LTD.**

TEXAS REGISTERED ENGINEERING FIRM F-8336

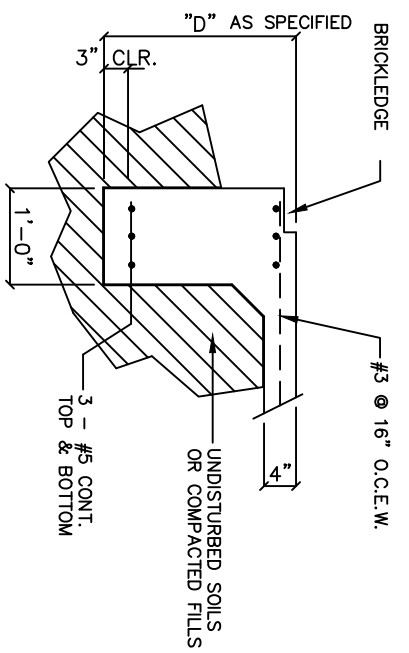
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 Phone: (972) 647-1025

REVISIONS	BY

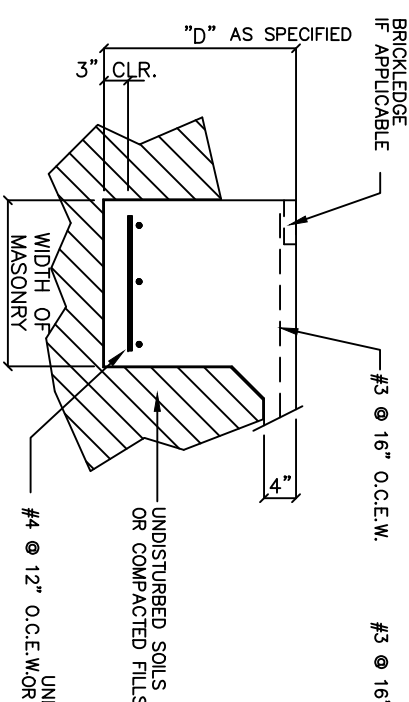
JLEC  
 PLAN: CHEVRON SLAB ADDN  
 LOT: - BLOCK: -  
 100 N. FOREST HILL DRIVE  
 EVERMAN, TARRANT COUNTY

DATE: 07/20/22  
 SCALE: 1  
 DRAWING: BG 946  
 JOB: 051735

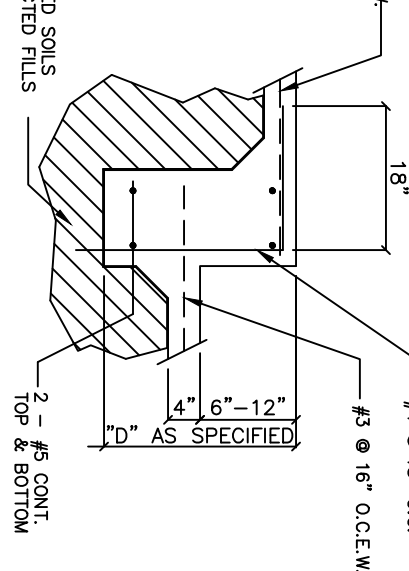
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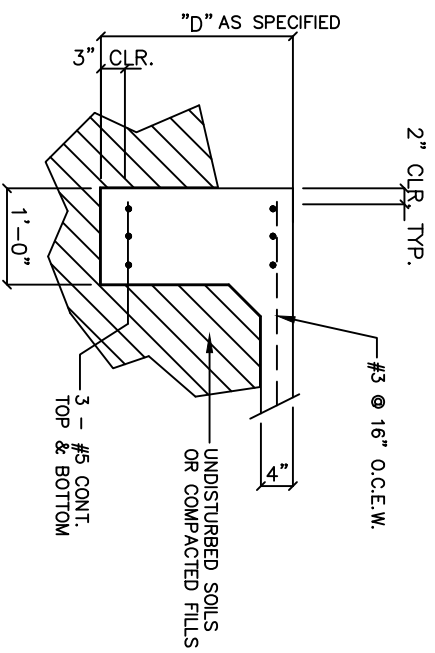
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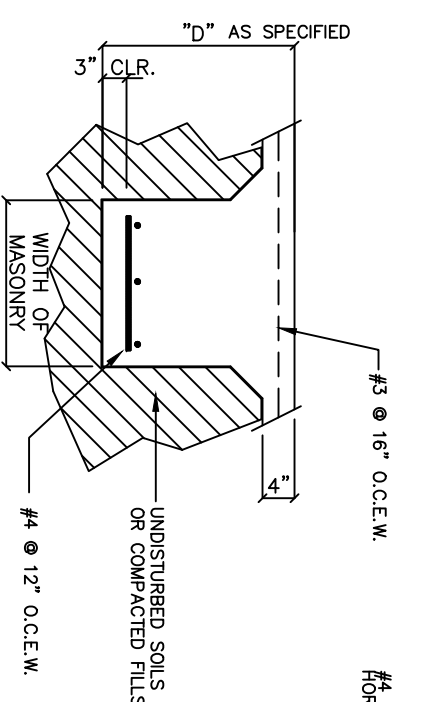
4 EXTERIOR FIREPLACE DETAIL



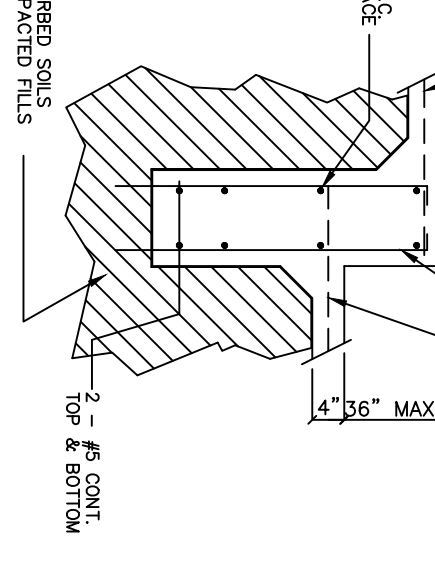
7 SLAB DROP DETAIL



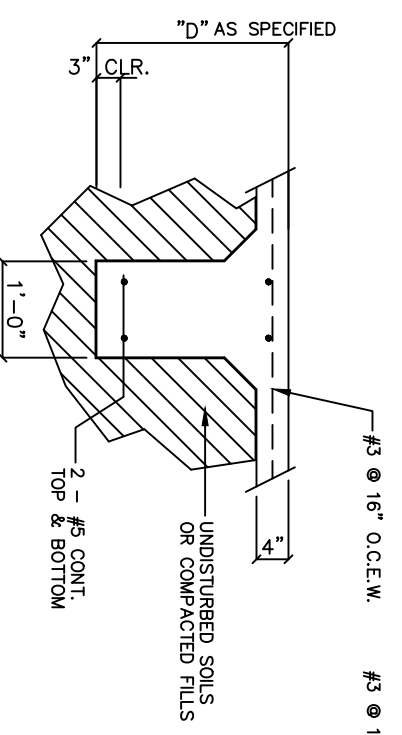
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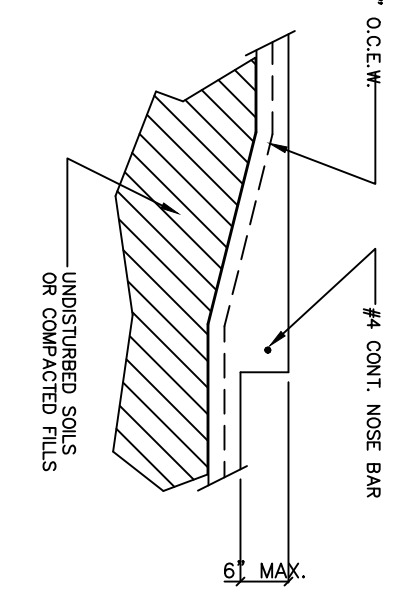
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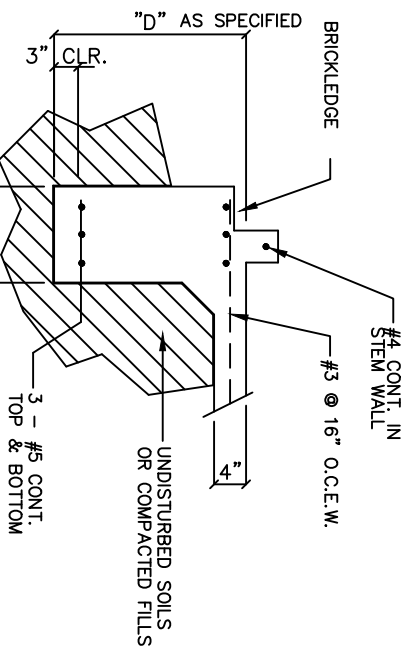
8 SLAB DROP DETAIL



3 INTERIOR BEAM SECTION



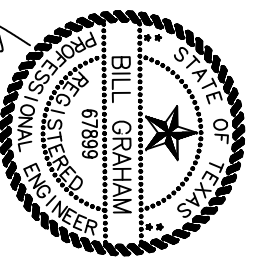
6 SLAB DROP DETAIL



9 EXTERIOR BEAM @ GARAGE

NOTES:

1. #5 CORNER BARS SHALL BE INSTALLED AT ALL BEAM INTERSECTIONS. CORNER BARS SHALL LAP BEAM BARS 20" MINIMUM.
2. ALL CONCRETE SHALL HAVE A MIN. 28 DAY COMPRESSIVE STRENGTH OF 3000 PSI. ADMIXTURES CONTAINING CHLORIDES, FLUORIDES, SULPHITES, NITRATES AND FLYASH ARE NOT PERMITTED.
3. ALL REINFORCING STEEL SHALL BE NEW BILLET STEEL CONFORMING TO A.S.T.M. A-615 GRADE 60 EXCEPT #3 BARS MAY BE GRADE 40. ALL BEAMS SHALL BE 20" MINIMUM.
4. VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION.
5. CARE SHOULD BE TAKEN TO MAINTAIN AN EVEN MOISTURE CONTENT AROUND THE SLAB SO THAT DIFFERENTIAL SOIL MOVEMENTS ARE LIMITED. GRADING AND DRAINAGE SHOULD BE PROVIDED SO THAT WATER DOES NOT COLLECT NEAR OR UNDER THE SLAB. HEAVY VEGETATION (SUCH AS TREES) WITHIN 10' OF THE PERIMETER MAY CAUSE EXCESSIVE DESICCATION OF THE SURROUNDING SOILS.
6. ALL FILL MATERIALS SHALL HAVE A PLASTICITY INDEX OF 20 OR LESS AND MUST BE COMPACTED TO A MIN. 95% OF STANDARD PROCTOR DENSITY, MAINTAINING MOISTURE AT 3% TO 4% ABOVE OPTIMUM, UNLESS SPECIFIED OTHERWISE BY A GEO-TECHNICAL ENGINEER. COMPACTED FILL SHALL EXTEND A MINIMUM OF 5'-0" BEYOND THE FOUNDATION PERIMETER AND SHALL CONFORM TO ASTM D698 AND FHA SHEET 79G.
7. ALL BEAM SOFFITS MUST BE FOUNDED A MIN. OF 6" INTO UNDISTURBED SOIL OR PROPERLY COMPACTED FILL, UNLESS SPECIFIED OTHERWISE BY A GEO-TECHNICAL ENGINEER. BEAM DEPTHS MAY BE INCREASED TO A MAX. OF 30" TO MEET DEPTH REQUIREMENTS WITHOUT ADDITIONAL REINFORCING.
8. TRENCHES FOR PLUMBING LINES SHALL NOT BE LOCATED DIRECTLY UNDER (PARALLEL TO) GRADE BEAMS. PLACE PLUMBING LINES PERPENDICULAR TO BEAMS. PLACE BACKFILL IN CONFORMANCE WITH ABOVE COMPACTION REQUIREMENTS.
9. PIERS MAY BE USED ONLY WHEN SPECIFICALLY DESIGNED AND DETAILED ON PLANS. PARTIAL PIERING OF FOUNDATION IS STRICTLY PROHIBITED.
10. REINFORCING STEEL SHALL BE SUPPORTED AT 36" ON CENTER MAX. CONCRETE PLACEMENT SHALL BE DONE IN SUCH A MANNER AS TO INSURE THAT THE ALIGNMENT OF THE REINFORCING STEEL DOES NOT CHANGE.
11. REFER TO DESIGN LETTER WHICH ACCOMPANIES THIS PLAN FOR SOILS INFORMATION UTILIZED IN THE DESIGN OF THIS FOUNDATION.
12. FRAMEWORK ABOVE THE FOUNDATION SHOULD BE DESIGNED TO RESIST DIFFERENTIAL MOVEMENTS ASSOCIATED WITH THE EXISTING PLASTIC SOILS. THIS SHOULD INCLUDE EXPANSION JOINTS IN THE BRICK VENER.
13. MODIFICATION OF THIS STRUCTURAL DESIGN WITHOUT PRIOR WRITTEN CONSENT OF GRAHAM - MARTIN, INC. WILL VOID ANY RESPONSIBILITY BY GRAHAM - MARTIN, INC. WITH REGARD TO LIABILITY ASSOCIATED WITH THE PERFORMANCE OF THIS ENGINEERED FOUNDATION.



**GRAHAM - MARTIN, LTD.**  
 TEXAS REGISTERED ENGINEERING FIRM F-8336  
 PO BOX 535097, GRAND PRAIRIE, TX 75053  
 Phone: (972) 647-1025

REVISIONS	BY

JLEC  
 PLAN: CHEVRON SLAB ADDN  
 LOT: - BLOCK: -  
 100 N. FOREST HILL DRIVE  
 EVERMAN, TARRANT COUNTY

DATE: 07/20/22  
 SCALE: 1  
 DRAWING: BG 946  
 JOB: 051735  
 SHEET: S2.0

Account #: 05042801

### Location

**Property Address:** 403 KING ST [Interactive Maps](#)  
**City:** EVERMAN  
**Zipcode:** 76140  
**Georeference:** [13063-2-12R](#)  
**Neighborhood Code:** [1E030K](#)  
**Latitude:** 32.636295879  
**Longitude:** -97.2865881159  
**TAD Map:** [2060-352](#)  
**MAPSCO:** [TAR-106E](#)

### Property Data

**Legal Description:** EUREKA ADDITION Block 2 Lot 12R      **State Code:** C1 Vacant Land Residential

**Jurisdictions:** 009 CITY OF EVERMAN  
220 TARRANT COUNTY  
904 EVERMAN ISD  
224 TARRANT COUNTY  
HOSPITAL  
225 TARRANT COUNTY  
COLLEGE

**Land Acres** ♦: 0.2280  
**Land Sqft** ♦: 9,934

**Pool:** N

**Agent:** None

**Protest Deadline:** 05-16-2022

††† Rounded

♦ This represents one of a hierarchy of possible values ranked in the following order: Recorded, Computed, System, Calculated



## Owner Information

**Current Owner:**  
[EVERMAN CITY OF](#)  
[212 N RACE ST](#)  
 EVERMAN, TX 76140-3213

**Deed Date:** 12-28-1998  
**Deed Volume:** 0013588  
**Deed Page:** 0000438  
**Instrument:** [00135880000438](#)

### Previous Owners:

Name	Date	Instrument	Deed Vol	Deed Page
CROSLAND MORTGAGE CORP	10-16-1998	00135880000436	0013588	0000436
INDEPENDENT NATIONAL MTG CORP	08-04-1998	00133480000223	0013348	0000223
PATEL JAYANTI S ETAL	03-12-1997	00127150001174	0012715	0001174
PATEL JAYANT;PATEL JAYANTI S	08-20-1990	00100220002224	0010022	0002224
MORTGAGE CORP OF THE SOUTH	05-07-1986	00085390001127	0008539	0001127
GENERAL HOUSING	11-11-1983	00076650001423	0007665	0001423
CHRISTOPHER EDITH	12-31-1900	00000000000000	0000000	0000000

## Values

This information is intended for reference only and is subject to change. It may not accurately reflect the complete status of the account as actually carried in TAD's database. [Tarrant County Tax Office Account Information](#)

Year	Improvement Market	Land Market	Total Market	Total Appraised †
2022	\$0	\$30,000	\$30,000	\$30,000
2021	\$0	\$30,000	\$30,000	\$30,000
2020	\$0	\$20,000	\$20,000	\$20,000
2019	\$0	\$20,000	\$20,000	\$20,000
2018	\$0	\$5,000	\$5,000	\$5,000
2017	\$0	\$5,000	\$5,000	\$5,000

A zero value indicates that the property record has not yet been completed for the indicated tax year

† Appraised value may be less than market value due to state-mandated limitations on value increases

## Exemptions

- PUBLIC PROPERTY 11.11

\* Per Texas Property Tax Code Section 25.027, this website does not include exemption information indicating that a property owner is 65 years of age or older.

# Account #: 05042844

## Location

**Property Address:** 404 KING ST [Interactive Maps](#)  
**City:** EVERMAN  
**Zipcode:** 76140  
**Georeference:** [13063-3-3R](#)  
**Neighborhood Code:** [1E030K](#)  
**Latitude:** 32.6368187403  
**Longitude:** -97.2865185046  
**TAD Map:** [2060-352](#)  
**MAPSCO:** [TAR-106E](#)

## Property Data

**Legal Description:** EUREKA ADDITION Block 3 Lot 3R     **State Code:** C1 Vacant Land Residential  
**Jurisdictions:** 009 CITY OF EVERMAN     **Land Acres** ♦: 0.1859  
                          220 TARRANT COUNTY     **Land Sqft** ♦: 8,101  
                          904 EVERMAN ISD  
                          224 TARRANT COUNTY  
                          HOSPITAL  
                          225 TARRANT COUNTY  
                          COLLEGE  
**Pool:** N

**Agent:** None

**Protest Deadline:** 05-16-2022

††† Rounded

♦ This represents one of a hierarchy of possible values ranked in the following order: Recorded, Computed, System, Calculated

## Owner Information

**Current Owner:**  
[EVERMAN CITY OF](#)  
[212 N RACE ST](#)  
 EVERMAN, TX 76140

**Deed Date:** 10-06-2015  
**Instrument:** [D215247621](#)

**Previous Owners:**

Name	Date	Instrument	Deed Vol	Deed Page
PATEL JAYANTI S ETAL	03-12-1997	00127150001174	0012715	0001174
PATEL JAYANT;PATEL JAYANTI S	08-20-1990	00100220002224	0010022	0002224
MORTGAGE CORP OF THE SOUTH	05-07-1986	00085390001141	0008539	0001141
GENERAL HOUSING	09-14-1983	00076140000363	0007614	0000363
CHRISTOPHER EDITH	12-31-1900	00000000000000	0000000	0000000

## Values

This information is intended for reference only and is subject to change. It may not accurately reflect the complete status of the account as actually carried in TAD's database. [Tarrant County Tax Office Account Information](#)

Year	Improvement Market	Land Market	Total Market	Total Appraised †
2022	\$0	\$30,000	\$30,000	\$30,000
2021	\$0	\$30,000	\$30,000	\$30,000
2020	\$0	\$20,000	\$20,000	\$20,000
2019	\$0	\$20,000	\$20,000	\$20,000
2018	\$0	\$5,000	\$5,000	\$5,000
2017	\$0	\$5,000	\$5,000	\$5,000

A zero value indicates that the property record has not yet been completed for the indicated tax year

† Appraised value may be less than market value due to state-mandated limitations on value increases

## Exemptions

- PUBLIC PROPERTY 11.11

\* Per Texas Property Tax Code Section 25.027, this website does not include exemption information indicating that a property owner is 65 years of age or older.

# Account #: 05042755

## Location

**Property Address:** 410 N RACE ST [Interactive Maps](#)  
**City:** EVERMAN  
**Zipcode:** 76140  
**Georeference:** [13063-2-8R](#)  
**Neighborhood Code:** [1E030K](#)  
**Latitude:** 32.6357959458  
**Longitude:** -97.2867402946  
**TAD Map:** [2060-352](#)  
**MAPSCO:** [TAR-106E](#)

## Property Data

**Legal Description:** EUREKA ADDITION Block 2 Lot 8R      **State Code:** C1 Vacant Land Residential

**Jurisdictions:** 009 CITY OF EVERMAN  
 220 TARRANT COUNTY  
 904 EVERMAN ISD  
 224 TARRANT COUNTY HOSPITAL  
 225 TARRANT COUNTY COLLEGE

**Land Acres** ♦: 0.2098  
**Land Sqft** ♦: 9,140

**Pool:** N

**Agent:** None

**Protest Deadline:** 05-16-2022

††† Rounded

♦ This represents one of a hierarchy of possible values ranked in the following order: Recorded, Computed, System, Calculated

## Owner Information

**Current Owner:**  
[EVERMAN CITY OF](#)  
[212 N RACE ST](#)  
 EVERMAN, TX 76140

**Deed Date:** 10-06-2015  
**Instrument:** [D215247616](#)

**Previous Owners:**

Name	Date	Instrument	Deed Vol	Deed Page
PATEL JAYANTI S ETAL	03-12-1997	00127150001174	0012715	0001174
PATEL JAYANT;PATEL JAYANTI S	08-20-1990	00100220002224	0010022	0002224
MORTGAGE CORP OF THE SOUTH	05-07-1986	00085390000668	0008539	0000668
GENERAL HOUSING	10-13-1983	00076400000411	0007640	0000411
CHRISTOPHER EDITH	12-31-1900	00000000000000	0000000	0000000

## Values

This information is intended for reference only and is subject to change. It may not accurately reflect the complete status of the account as actually carried in TAD's database. [Tarrant County Tax Office Account Information](#)

Year	Improvement Market	Land Market	Total Market	Total Appraised †
2022	\$0	\$30,000	\$30,000	\$30,000
2021	\$0	\$30,000	\$30,000	\$30,000
2020	\$0	\$20,000	\$20,000	\$20,000
2019	\$0	\$20,000	\$20,000	\$20,000
2018	\$0	\$5,000	\$5,000	\$5,000
2017	\$0	\$5,000	\$5,000	\$5,000

A zero value indicates that the property record has not yet been completed for the indicated tax year

† Appraised value may be less than market value due to state-mandated limitations on value increases

## Exemptions

- PUBLIC PROPERTY 11.11

\* Per Texas Property Tax Code Section 25.027, this website does not include exemption information indicating that a property owner is 65 years of age or older.

Account #: 05042763

## Location

Property Address: 412 N RACE ST [Interactive Maps](#)

City: EVERMAN

Zipcode: 76140

Georeference: [13063-2-9R](#)Neighborhood Code: [1E030K](#)

Latitude: 32.6359324

Longitude: -97.2867409087

TAD Map: [2060-352](#)MAPSCO: [TAR-106E](#)

## Property Data

**Legal Description:** EUREKA ADDITION Block 2 Lot 9R **State Code:** C1 Vacant Land Residential

**Jurisdictions:** 009 CITY OF EVERMAN  
220 TARRANT COUNTY  
904 EVERMAN ISD  
224 TARRANT COUNTY  
HOSPITAL  
225 TARRANT COUNTY  
COLLEGE

**Land Acres** ♦: 0.2101**Land Sqft** ♦: 9,153**Pool:** N**Agent:** None**Protest Deadline:** 05-16-2022

††† Rounded

♦ This represents one of a hierarchy of possible values ranked in the following order: Recorded, Computed, System, Calculated

## Owner Information

**Current Owner:**

[EVERMAN CITY OF](#)  
[212 N RACE ST](#)

EVERMAN, TX 76140

**Deed Date:** 10-06-2015**Instrument:** [D215247617](#)**Previous Owners:**

Name	Date	Instrument	Deed Vol	Deed Page
PATEL JAYANTI S ETAL	03-12-1997	00127150001174	0012715	0001174
PATEL JAYANT;PATEL JAYANTI S	08-20-1990	00100220002224	0010022	0002224
MORTGAGE CORP OF THE SOUTH	05-07-1986	00085390000696	0008539	0000696
GENERAL HOUSING	10-13-1983	00076400000411	0007640	0000411
CHRISTOPHER EDITH	12-31-1900	00000000000000	0000000	0000000

## Values

This information is intended for reference only and is subject to change. It may not accurately reflect the complete status of the account as actually carried in TAD's database. [Tarrant County Tax Office Account Information](#)

Year	Improvement Market	Land Market	Total Market	Total Appraised †
2022	\$0	\$30,000	\$30,000	\$30,000
2021	\$0	\$30,000	\$30,000	\$30,000
2020	\$0	\$20,000	\$20,000	\$20,000
2019	\$0	\$20,000	\$20,000	\$20,000
2018	\$0	\$5,000	\$5,000	\$5,000
2017	\$0	\$5,000	\$5,000	\$5,000

A zero value indicates that the property record has not yet been completed for the indicated tax year

† Appraised value may be less than market value due to state-mandated limitations on value increases

## Exemptions

- PUBLIC PROPERTY 11.11

\* Per Texas Property Tax Code Section 25.027, this website does not include exemption information indicating that a property owner is 65 years of age or older.

Account #: 05042771

 Location**Property Address:** 414 N RACE ST [Interactive Maps](#)**City:** EVERMAN**Zipcode:** 76140**Georeference:** [13063-2-10R](#)**Neighborhood Code:** [1E030K](#)**Latitude:** 32.6360710638**Longitude:** -97.286738633**TAD Map:** [2060-352](#)**MAPSCO:** [TAR-106E](#) Property Data**Legal Description:** EUREKA ADDITION Block 2 Lot 10R **State Code:** C1 Vacant Land Residential**Jurisdictions:** 009 CITY OF EVERMAN  
220 TARRANT COUNTY  
904 EVERMAN ISD  
224 TARRANT COUNTY  
HOSPITAL  
225 TARRANT COUNTY  
COLLEGE**Land Acres** ♦: 0.2164**Land Sqft** ♦: 9,430**Pool:** N**Agent:** None**Protest Deadline:** 05-16-2022

††† Rounded

♦ This represents one of a hierarchy of possible values ranked in the following order: Recorded, Computed, System, Calculated

 Owner Information**Current Owner:**[EVERMAN CITY OF  
212 N RACE ST](#)

EVERMAN, TX 76140

**Deed Date:** 10-06-2015**Instrument:** [D215247618](#)**Previous Owners:**

Name	Date	Instrument	Deed Vol	Deed Page
PATEL JAYANTI S ETAL	03-12-1997	00127150001174	0012715	0001174
PATEL JAYANT;PATEL JAYANTI S	08-20-1990	00100220002224	0010022	0002224
MORTGAGE CORP OF THE SOUTH	05-07-1986	00085390001113	0008539	0001113
GENERAL HOUSING	10-13-1983	00076400000411	0007640	0000411
CHRISTOPHER EDITH	12-31-1900	00000000000000	0000000	0000000



## Values

This information is intended for reference only and is subject to change. It may not accurately reflect the complete status of the account as actually carried in TAD's database. [Tarrant County Tax Office Account Information](#)

Year	Improvement Market	Land Market	Total Market	Total Appraised †
2022	\$0	\$30,000	\$30,000	\$30,000
2021	\$0	\$30,000	\$30,000	\$30,000
2020	\$0	\$20,000	\$20,000	\$20,000
2019	\$0	\$20,000	\$20,000	\$20,000
2018	\$0	\$5,000	\$5,000	\$5,000
2017	\$0	\$5,000	\$5,000	\$5,000

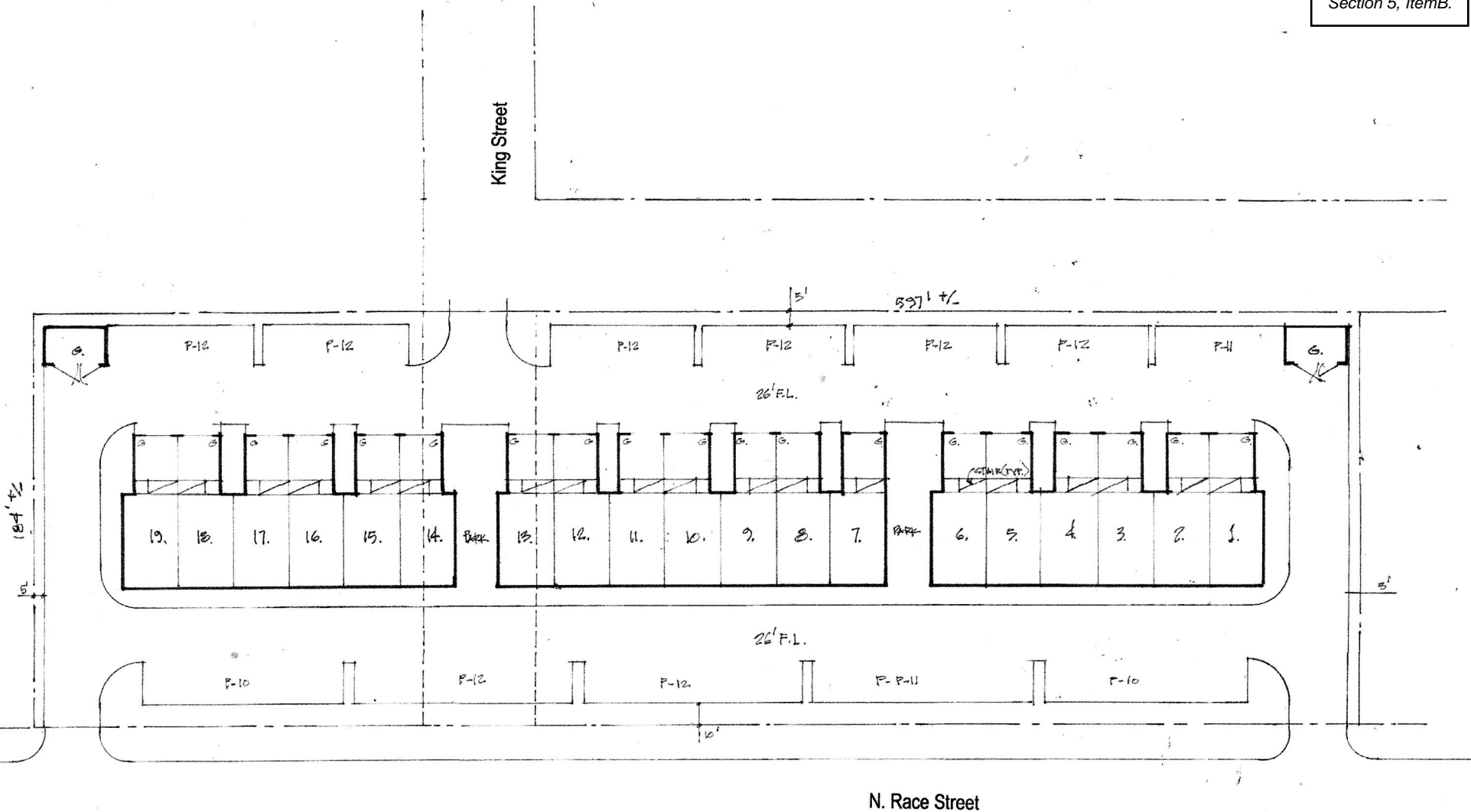
A zero value indicates that the property record has not yet been completed for the indicated tax year

† Appraised value may be less than market value due to state-mandated limitations on value increases

## Exemptions

- PUBLIC PROPERTY 11.11

\* Per Texas Property Tax Code Section 25.027, this website does not include exemption information indicating that a property owner is 65 years of age or older.



**Site Plan Data:**

Lot Area:	2.5 ac. +/-	
Proposed Use:	Ground Retail	19 units (1,000 sf each)
	Condos/Apts. above	19 units (1,600-1,800 sf each)
Parking:	Residents	38 cars (2-car garages)
	Retail & Visitors	138 cars
GFA:	Retail	19,000 sf
	Residential	32,300 sf
	Total:	51,300 sf
Height:	3 stories	

*N. Race Redevelopment*  
Everman Texas

**PRELIMINARY SITE PLAN**

Waal.architecture

Account #: 05042852

 Location**Property Address:** 502 N RACE ST [Interactive Maps](#)**City:** EVERMAN**Zipcode:** 76140**Georeference:** [13063-3-4R](#)**Neighborhood Code:** [1E030K](#)**Latitude:** 32.6370186755**Longitude:** -97.286812785**TAD Map:** [2060-352](#)**MAPSCO:** [TAR-106E](#) Property Data**Legal Description:** EUREKA ADDITION Block 3 Lot 4R **State Code:** C1 Vacant Land Residential**Jurisdictions:** 009 CITY OF EVERMAN  
220 TARRANT COUNTY  
904 EVERMAN ISD  
224 TARRANT COUNTY  
HOSPITAL  
225 TARRANT COUNTY  
COLLEGE**Land Acres** ♦: 0.1700**Land Sqft** ♦: 7,406**Pool:** N**Agent:** None**Protest Deadline:** 05-16-2022

††† Rounded

♦ This represents one of a hierarchy of possible values ranked in the following order: Recorded, Computed, System, Calculated

 Owner Information**Current Owner:**[EVERMAN CITY OF  
212 N RACE ST](#)

EVERMAN, TX 76140

**Deed Date:** 10-06-2015**Instrument:** [D215247622](#)**Previous Owners:**

Name	Date	Instrument	Deed Vol	Deed Page
PATEL JAYANTI S ETAL	03-12-1997	00127150001174	0012715	0001174
PATEL JAYANT;PATEL JAYANTI S	08-20-1990	00100220002224	0010022	0002224
MORTGAGE CORP OF THE SOUTH	05-07-1986	00085390001134	0008539	0001134
GENERAL HOUSING	09-14-1983	00076140000363	0007614	0000363
CHRISTOPHER EDITH	12-31-1900	00000000000000	0000000	0000000

## Values

This information is intended for reference only and is subject to change. It may not accurately reflect the complete status of the account as actually carried in TAD's database. [Tarrant County Tax Office Account Information](#)

Year	Improvement Market	Land Market	Total Market	Total Appraised †
2022	\$0	\$30,000	\$30,000	\$30,000
2021	\$0	\$30,000	\$30,000	\$30,000
2020	\$0	\$20,000	\$20,000	\$20,000
2019	\$0	\$20,000	\$20,000	\$20,000
2018	\$0	\$5,000	\$5,000	\$5,000
2017	\$0	\$5,000	\$5,000	\$5,000

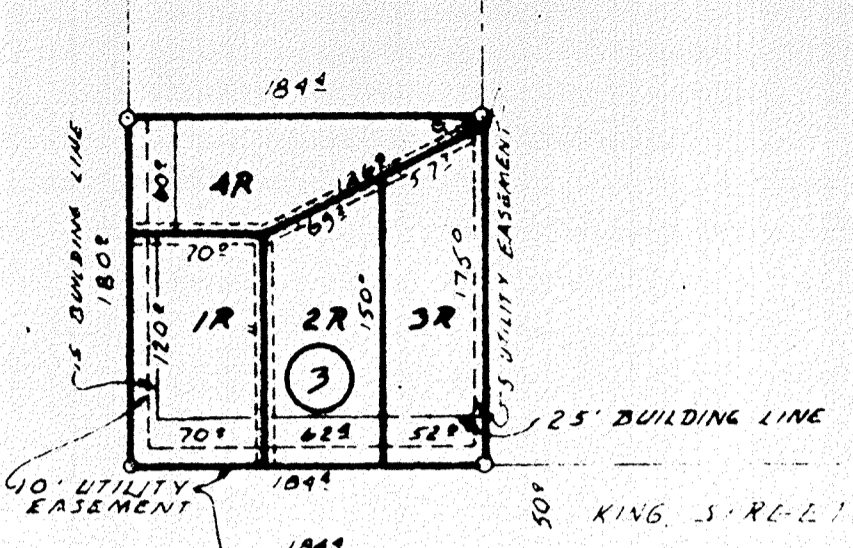
A zero value indicates that the property record has not yet been completed for the indicated tax year

† Appraised value may be less than market value due to state-mandated limitations on value increases

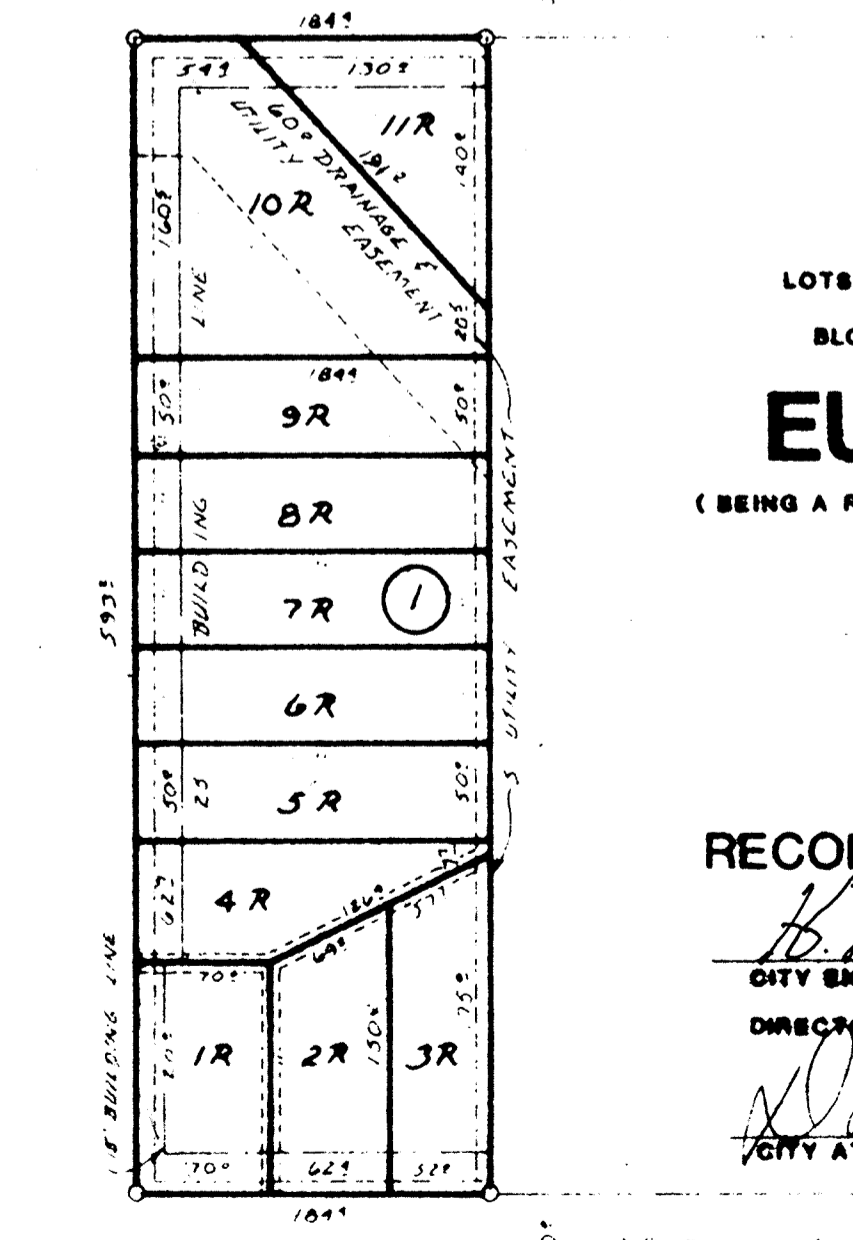
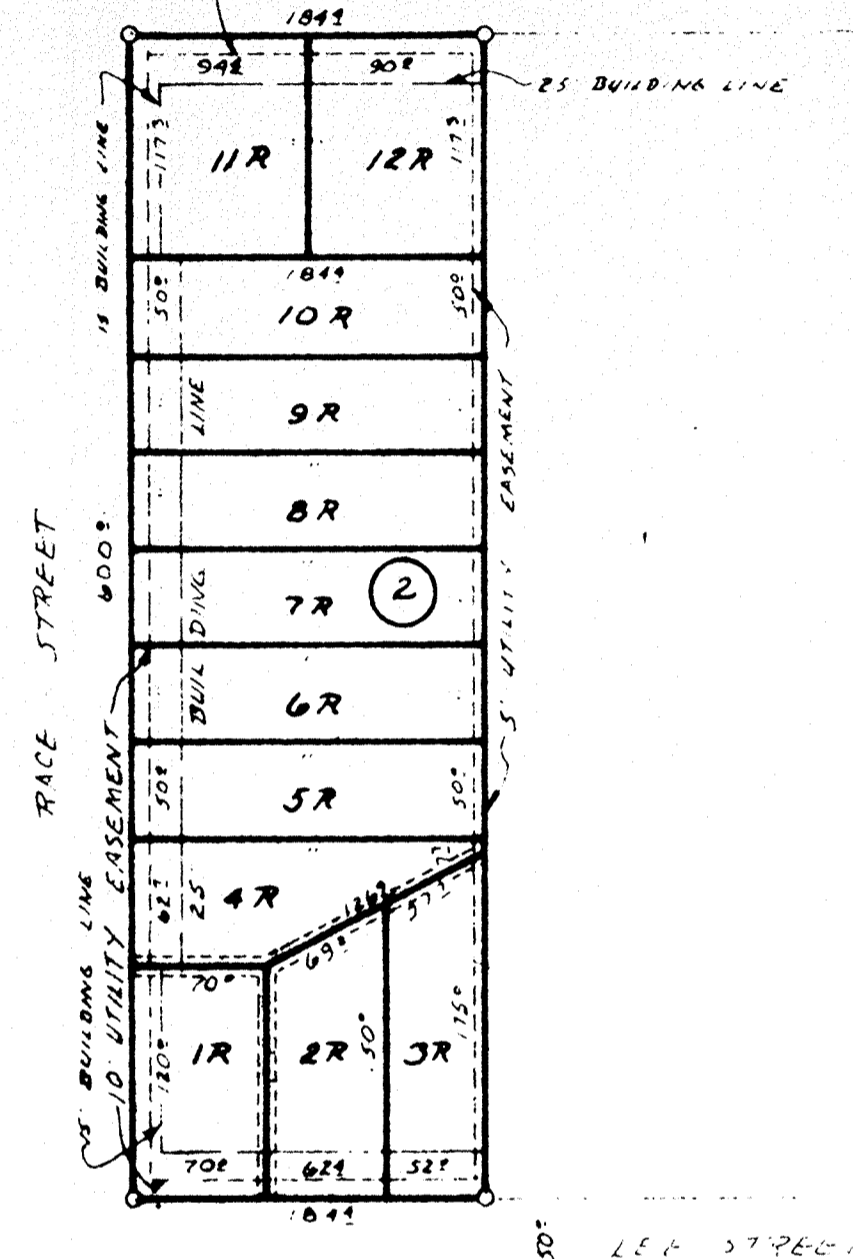
## Exemptions

- PUBLIC PROPERTY 11.11

\* Per Texas Property Tax Code Section 25.027, this website does not include exemption information indicating that a property owner is 65 years of age or older.



1000 27710 6.00 WD 6 08/26/83



PLAT SHOWING  
 LOTS 1-R THRU 11-R, BLOCK 1, LOTS 1-R THRU 12-R,  
 BLOCK 2, AND LOTS 1-R THRU 4-R, BLOCK 3.  
**EUREKA ADDITION**  
 (BEING A REVISION OF BLOCKS 8, 9, AND PART OF 10, RACE'S ADDITION)  
 TO THE CITY OF EVERMAN,  
 TARRANT COUNTY, TEXAS.

RECOMENDED FOR FINAL APPROVAL:  
*H.P. Hensley* 8-8-83  
 CITY ENGINEER AND/OR DATE  
 DIRECTOR OF PUBLIC WORKS  
*Walter J. ...* 8-8-83  
 CITY ATTORNEY DATE

COMMISSIONER OF TARRANT COUNTY TEXAS  
 I certify that this instrument was filed on this date and was stamped in the Volume and Page of the Plat Records of Tarrant County, Texas, as stamped herein on this date.  
 AUG 25 1983  
*Madeline Huffman*  
 COUNTY CLERK  
 TARRANT COUNTY, TEXAS

*Ralph Whitlock* 8-8-83  
 CHAIRMAN, CITY PLANNING DATE  
 AND ZONING BOARD  
*J.L. Carroll* 8-8-83  
 SUPERINTENDENT OF THE DATE  
 WATER AND SEWER DEPARTMENT

DEDICATION  
 THE STATE OF TEXAS |  
 COUNTY OF TARRANT |  
 KNOW ALL MEN BY THESE PRESENTS  
 THAT WHEREAS, MRS. EDITH CHRISTOPHER is the owner of Lots 1-A THRU 4-A, Lots 5 thru 10, Block 3, Lots 1 thru 10, Block 9, and Lots 1 thru 3, Block 10, Race's Addition to the city of Everman, Tarrant County, Texas, according to plat recorded in Volume 388-T, Page 9, Plat Records, Tarrant County, Texas.

NOW THEREFORE, MRS. EDITH CHRISTOPHER desires to adopt a plan for revising said lots to be known as Lots 1-R thru 11-R, Block 1, Lots 1-R thru 12-R, Block 2, and Lots 1-R thru 4-R, Block 3, Eureka Addition to the city of Everman, Tarrant County, Texas, and does hereby dedicate to the use of the public all streets and easements as shown thereon.

IN WITNESS THEREOF, THIS DEDICATION is executed this the 31<sup>st</sup> day of August, 1983.  
 By *Edith Christopher*  
 MRS. EDITH CHRISTOPHER

THE STATE OF TEXAS |  
 COUNTY OF TARRANT |

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared MRS. EDITH CHRISTOPHER, known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 31<sup>st</sup> day of August, 1983.  
*[Signature]*  
 Notary Public, Tarrant County, Texas

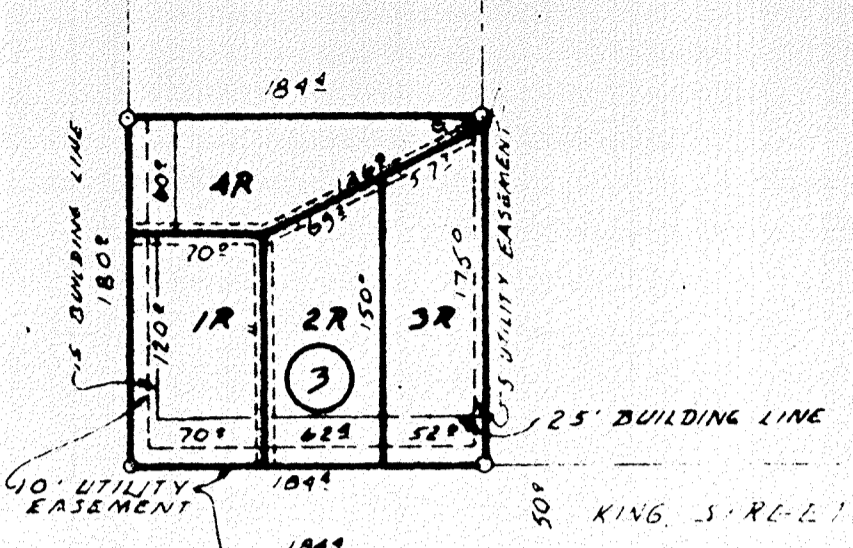
I hereby certify that the above and foregoing Plat of Blocks 1 thru 3, Eureka Addition to the City of Everman, Texas, was approved by the City Council of the City of Everman, Texas, on the 9 day of August 1983.  
 This approval shall be invalid unless the approved plat of such addition is recorded in the office of County Clerk of Tarrant County, Texas, within 30 days from said date of final approval.  
 Said addition shall be subject to all the requirements of the Platting Ordinances of the City of Everman.  
 Witness my hand this 9 day of August 1983.

*Jerry L. ...*  
 City Secretary

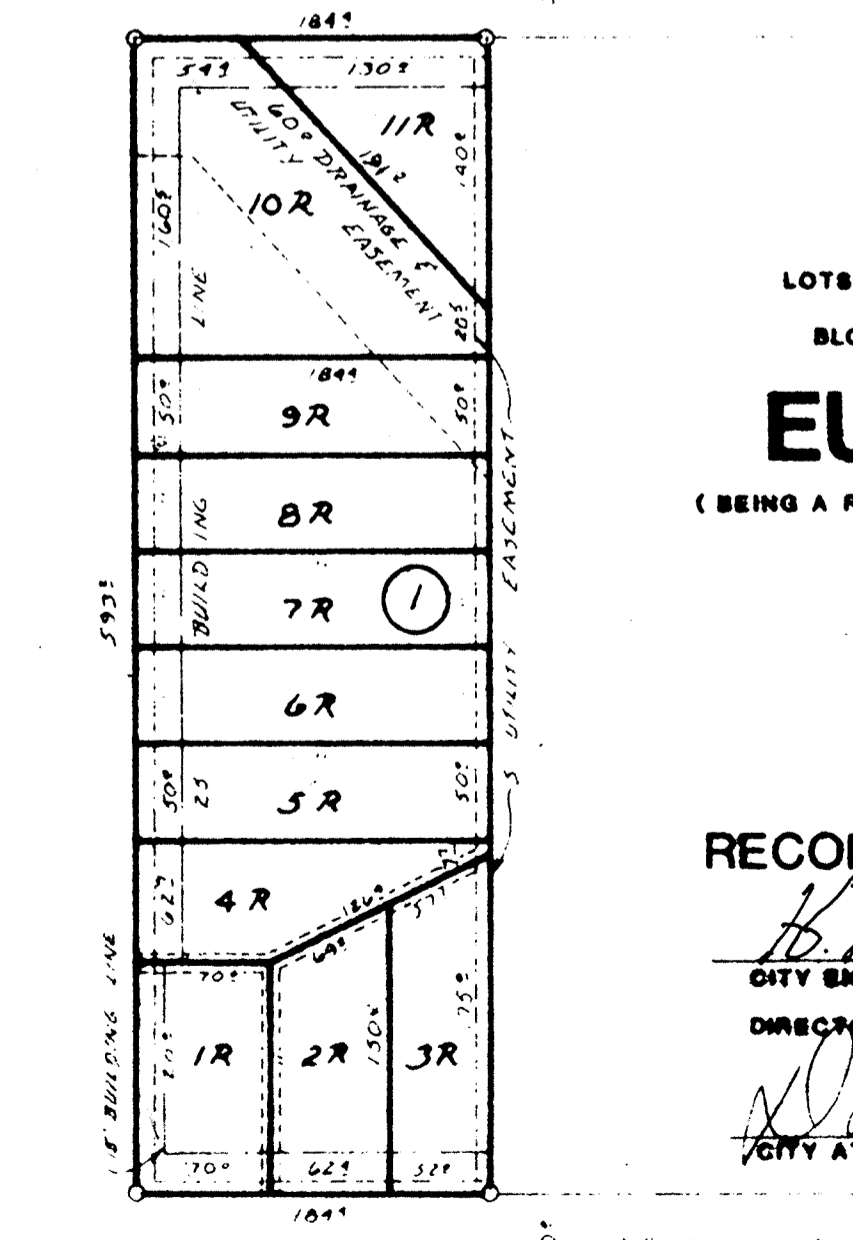
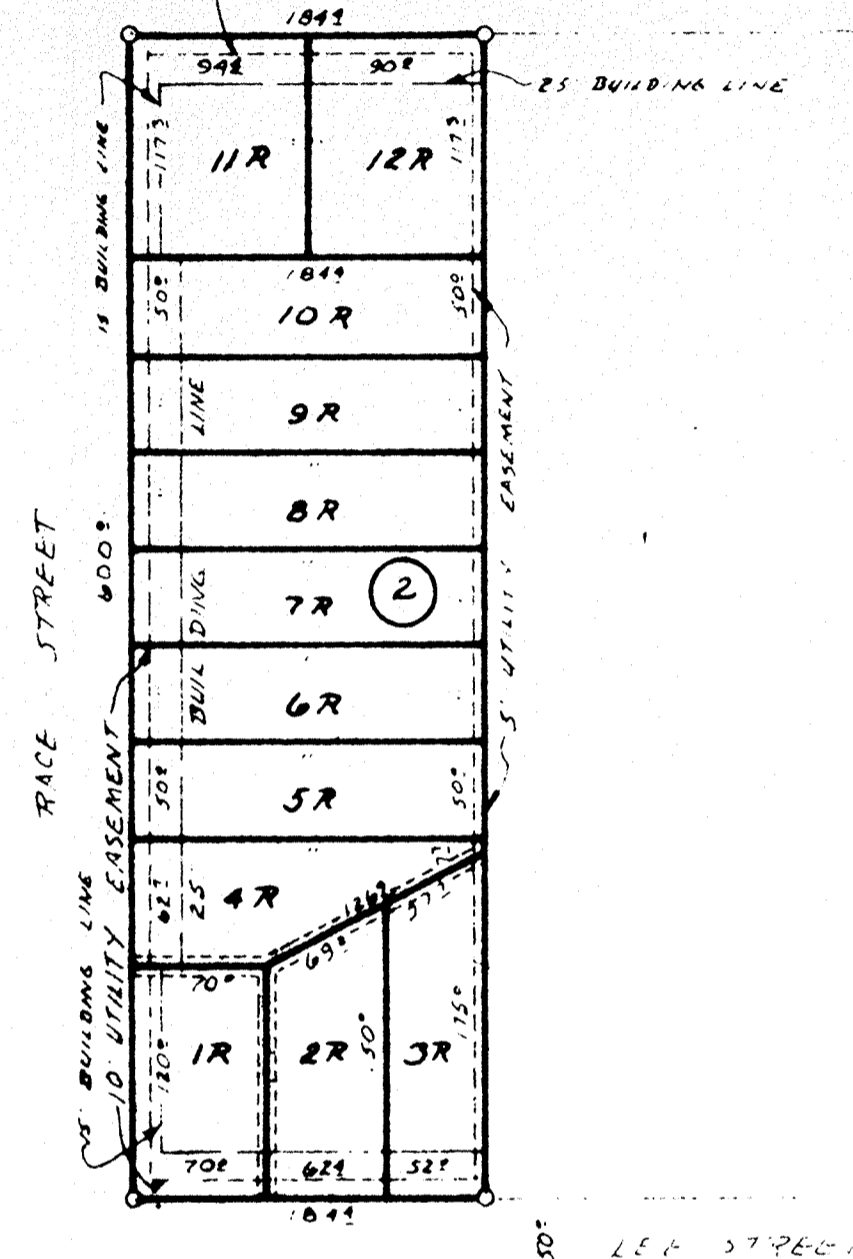
83 AUG 25 P 1:18  
 TARRANT COUNTY, TEXAS

*Clarence ...*  
 7-8-83

**AREA SURVEYING COMPANY**  
 102 W. TRAMMELL ST.  
 EVERMAN, TEXAS 76140  
 PHONE 293-5684



1000 27710 6.00 WD 6 08/26/83



PLAT SHOWING  
 LOTS 1-R THRU 11-R, BLOCK 1, LOTS 1-R THRU 12-R,  
 BLOCK 2, AND LOTS 1-R THRU 4-R, BLOCK 3.  
**EUREKA ADDITION**  
 (BEING A REVISION OF BLOCKS 8, 9, AND PART OF 10, RACE'S ADDITION)  
 TO THE CITY OF EVERMAN,  
 TARRANT COUNTY, TEXAS.

RECOMENDED FOR FINAL APPROVAL:  
*H.P. Hensley* 8-8-83  
 CITY ENGINEER AND/OR DATE  
 DIRECTOR OF PUBLIC WORKS  
*Walter J. ...* 8-8-83  
 CITY ATTORNEY DATE

COMMISSIONER OF TARRANT COUNTY, TEXAS  
 I certify that this instrument was filed on this date and was duly recorded in the Volume and Page of the Plat Records of Tarrant County, Texas, as stamped herein on this date.  
 AUG 25 1983  
*Madeline Huffman*  
 COUNTY CLERK  
 TARRANT COUNTY, TEXAS

*Ralph Whitlock* 8-8-83  
 CHAIRMAN, CITY PLANNING DATE  
 AND ZONING BOARD  
*J.L. Carroll* 8-8-83  
 SUPERINTENDENT OF THE DATE  
 WATER AND SEWER DEPARTMENT

DEDICATION  
 THE STATE OF TEXAS |  
 COUNTY OF TARRANT |  
 KNOW ALL MEN BY THESE PRESENTS  
 THAT WHEREAS, MRS. EDITH CHRISTOPHER is the owner of Lots 1-A THRU 4-A, Lots 5 thru 10, Block 3, Lots 1 thru 10, Block 9, and Lots 1 thru 3, Block 10, Race's Addition to the city of Everman, Tarrant County, Texas, according to plat recorded in Volume 388-T, Page 9, Plat Records, Tarrant County, Texas.

NOW THEREFORE, MRS. EDITH CHRISTOPHER desires to adopt a plan for revising said lots to be known as Lots 1-R thru 11-R, Block 1, Lots 1-R thru 12-R, Block 2, and Lots 1-R thru 4-R, Block 3, Eureka Addition to the city of Everman, Tarrant County, Texas, and does hereby dedicate to the use of the public all streets and easements as shown thereon.

IN WITNESS THEREOF, THIS DEDICATION is executed this the 31<sup>st</sup> day of August, 1983.  
 By *Edith Christopher*  
 MRS. EDITH CHRISTOPHER

THE STATE OF TEXAS |  
 COUNTY OF TARRANT |

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared MRS. EDITH CHRISTOPHER, known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 31<sup>st</sup> day of August, 1983.  
*[Signature]*  
 Notary Public, Tarrant County, Texas

I hereby certify that the above and foregoing Plat of Blocks 1 thru 3, Eureka Addition to the City of Everman, Texas, was approved by the City Council of the City of Everman, Texas, on the 9 day of August 1983.  
 This approval shall be invalid unless the approved plat of such addition is recorded in the office of County Clerk of Tarrant County, Texas, within 30 days from said date of final approval.  
 Said addition shall be subject to all the requirements of the Platting Ordinances of the City of Everman.  
 Witness my hand this 9 day of August 1983.

*Jerry L. ...*  
 City Secretary

83 AUG 25 P 1:18  
 TARRANT COUNTY, TEXAS

*Clarence ...*  
 7-8-83

**AREA SURVEYING COMPANY**  
 102 W. TRAMMELL ST.  
 EVERMAN, TEXAS 76140  
 PHONE 293-5684







# Account #: 05042739

## Location

**Property Address:** 406 N RACE ST [Interactive Maps](#)  
**City:** EVERMAN  
**Zipcode:** 76140  
**Georeference:** [13063-2-6R](#)  
**Neighborhood Code:** [1E030K](#)  
**Latitude:** 32.6355231705  
**Longitude:** -97.28673912  
**TAD Map:** [2060-352](#)  
**MAPSCO:** [TAR-106E](#)

## Property Data

**Legal Description:** EUREKA ADDITION Block 2 Lot 6R     **State Code:** C1 Vacant Land Residential  
**Jurisdictions:** 009 CITY OF EVERMAN     **Land Acres** ♦: 0.2104  
                          220 TARRANT COUNTY     **Land Sqft** ♦: 9,169  
                          904 EVERMAN ISD  
                          224 TARRANT COUNTY  
                          HOSPITAL     **Pool:** N  
                          225 TARRANT COUNTY  
                          COLLEGE

**Agent:** None

**Protest Deadline:** 05-16-2022

††† Rounded

♦ This represents one of a hierarchy of possible values ranked in the following order: Recorded, Computed, System, Calculated

## Owner Information

**Current Owner:**  
[EVERMAN CITY OF](#)  
[212 N RACE ST](#)  
 EVERMAN, TX 76140

**Deed Date:** 10-06-2015  
**Instrument:** [D215247614](#)

**Previous Owners:**

Name	Date	Instrument	Deed Vol	Deed Page
PATEL JAYANTI S ETAL	03-12-1997	00127150001174	0012715	0001174
PATEL JAYANT;PATEL JAYANTI S	08-20-1990	00100220002224	0010022	0002224
MORTGAGE CORP OF THE SOUTH	05-07-1986	00085390000689	0008539	0000689
GENERAL HOUSING	11-11-1983	00076650001433	0007665	0001433
CHRISTOPHER EDITH	12-31-1900	00000000000000	0000000	0000000

## Values

This information is intended for reference only and is subject to change. It may not accurately reflect the complete status of the account as actually carried in TAD's database. [Tarrant County Tax Office Account Information](#)

Year	Improvement Market	Land Market	Total Market	Total Appraised †
2022	\$0	\$30,000	\$30,000	\$30,000
2021	\$0	\$30,000	\$30,000	\$30,000
2020	\$0	\$20,000	\$20,000	\$20,000
2019	\$0	\$20,000	\$20,000	\$20,000
2018	\$0	\$5,000	\$5,000	\$5,000
2017	\$0	\$5,000	\$5,000	\$5,000

A zero value indicates that the property record has not yet been completed for the indicated tax year

† Appraised value may be less than market value due to state-mandated limitations on value increases

## Exemptions

- PUBLIC PROPERTY 11.11

\* Per Texas Property Tax Code Section 25.027, this website does not include exemption information indicating that a property owner is 65 years of age or older.

Account #: 05042747

 Location**Property Address:** 408 N RACE ST [Interactive Maps](#)**City:** EVERMAN**Zipcode:** 76140**Georeference:** [13063-2-7R](#)**Neighborhood Code:** [1E030K](#)**Latitude:** 32.6356596274**Longitude:** -97.2867397034**TAD Map:** [2060-352](#)**MAPSCO:** [TAR-106E](#) Property Data**Legal Description:** EUREKA ADDITION Block 2 Lot 7R **State Code:** C1 Vacant Land Residential**Jurisdictions:** 009 CITY OF EVERMAN  
220 TARRANT COUNTY  
904 EVERMAN ISD  
224 TARRANT COUNTY  
HOSPITAL  
225 TARRANT COUNTY  
COLLEGE**Land Acres** ♦: 0.2099**Land Sqft** ♦: 9,146**Pool:** N**Agent:** None**Protest Deadline:** 05-16-2022

††† Rounded

♦ This represents one of a hierarchy of possible values ranked in the following order: Recorded, Computed, System, Calculated

 Owner Information**Current Owner:**[EVERMAN CITY OF  
212 N RACE ST](#)

EVERMAN, TX 76140

**Deed Date:** 10-06-2015**Instrument:** [D215247615](#)**Previous Owners:**

Name	Date	Instrument	Deed Vol	Deed Page
PATEL JAYANTI S ETAL	03-12-1997	00127150001174	0012715	0001174
PATEL JAYANT;PATEL JAYANTI S	08-20-1990	00100220002224	0010022	0002224
MORTGAGE CORP OF THE SOUTH	05-07-1986	00085390000703	0008539	0000703
GENERAL HOUSING	11-11-1983	00076650001433	0007665	0001433
CHRISTOPHER EDITH	12-31-1900	00000000000000	0000000	0000000

## Values

This information is intended for reference only and is subject to change. It may not accurately reflect the complete status of the account as actually carried in TAD's database. [Tarrant County Tax Office Account Information](#)

Year	Improvement Market	Land Market	Total Market	Total Appraised †
2022	\$0	\$30,000	\$30,000	\$30,000
2021	\$0	\$30,000	\$30,000	\$30,000
2020	\$0	\$20,000	\$20,000	\$20,000
2019	\$0	\$20,000	\$20,000	\$20,000
2018	\$0	\$5,000	\$5,000	\$5,000
2017	\$0	\$5,000	\$5,000	\$5,000

A zero value indicates that the property record has not yet been completed for the indicated tax year

† Appraised value may be less than market value due to state-mandated limitations on value increases

## Exemptions

- PUBLIC PROPERTY 11.11

\* Per Texas Property Tax Code Section 25.027, this website does not include exemption information indicating that a property owner is 65 years of age or older.

Account #: 05042828

 Location**Property Address:** 408 KING ST [Interactive Maps](#)**City:** EVERMAN**Zipcode:** 76140**Georeference:** [13063-3-1R](#)**Neighborhood Code:** [1E030K](#)**Latitude:** 32.6367589328**Longitude:** -97.2869112286**TAD Map:** [2060-352](#)**MAPSCO:** [TAR-106E](#) Property Data**Legal Description:** EUREKA ADDITION Block 3 Lot 1R **State Code:** C1 Vacant Land Residential**Jurisdictions:** 009 CITY OF EVERMAN  
220 TARRANT COUNTY  
904 EVERMAN ISD  
224 TARRANT COUNTY  
HOSPITAL  
225 TARRANT COUNTY  
COLLEGE**Land Acres** ♦: 0.2306**Land Sqft** ♦: 10,047**Pool:** N**Agent:** None**Protest Deadline:** 05-16-2022

††† Rounded

♦ This represents one of a hierarchy of possible values ranked in the following order: Recorded, Computed, System, Calculated

 Owner Information**Current Owner:**[EVERMAN CITY OF  
212 N RACE ST](#)

EVERMAN, TX 76140

**Deed Date:** 10-06-2015**Instrument:** [D215247619](#)**Previous Owners:**

Name	Date	Instrument	Deed Vol	Deed Page
PATEL JAYANTI S ETAL	03-12-1997	00127150001174	0012715	0001174
PATEL JAYANT;PATEL JAYANTI S	08-20-1990	00100220002224	0010022	0002224
MORTGAGE CORP OF THE SOUTH	05-07-1986	00085390000759	0008539	0000759
GENERAL HOUSING	09-14-1983	00076140000363	0007614	0000363
CHRISTOPHER EDITH	12-31-1900	00000000000000	0000000	0000000

## Values

This information is intended for reference only and is subject to change. It may not accurately reflect the complete status of the account as actually carried in TAD's database. [Tarrant County Tax Office Account Information](#)

Year	Improvement Market	Land Market	Total Market	Total Appraised †
2022	\$0	\$30,000	\$30,000	\$30,000
2021	\$0	\$30,000	\$30,000	\$30,000
2020	\$0	\$20,000	\$20,000	\$20,000
2019	\$0	\$20,000	\$20,000	\$20,000
2018	\$0	\$5,000	\$5,000	\$5,000
2017	\$0	\$5,000	\$5,000	\$5,000

A zero value indicates that the property record has not yet been completed for the indicated tax year

† Appraised value may be less than market value due to state-mandated limitations on value increases

## Exemptions

- PUBLIC PROPERTY 11.11

\* Per Texas Property Tax Code Section 25.027, this website does not include exemption information indicating that a property owner is 65 years of age or older.

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

**SPECIAL WARRANTY DEED**

**STATE OF TEXAS           §  
  §       **KNOW ALL MEN BY THESE PRESENTS:**  
COUNTY OF TARRANT §**

Grantor:       Everman Economic Development Corporation (“EEDC”)

                  Mailing Address:  
  
                  212 N. Race Street  
                  Everman, Texas 76140

Grantee:       Muney Development Partners LLC (“Muney”)

                  Mailing Address:  
  
                  520 W. Kellis Street  
                  Fort Worth, Texas 76115-1323

Consideration:       The sum of Ten Dollars and no cents (\$10.00) and for other good and valuable consideration, including the consideration given pursuant to the Restriction Agreement between the City of Everman and Muney (“Restriction Agreement”).

The Property:  
  
                  Lot 11R (405 King Street), and Lot 12R (403 King Street), Block 2, Eureka Addition to the City of Everman, Tarrant County, Texas, according to the plat recorded in Volume 388-164, Page 9, Plat Records, Tarrant County, Texas.

Conveyance:  
  
                  For and in consideration of the sum of Ten Dollars and no cents (\$10.00) and for other good and valuable consideration, including the consideration given pursuant to the Restriction Agreement, the receipt and sufficiency of which are hereby acknowledged,

Grantor does hereby bargain, sell, and convey unto the Grantee and its successors and assigns, the Property described above subject to the warranty of title and the reservations from and exceptions to conveyance and warranty described below.

Warranty of Title:

Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof through Grantor, but not otherwise, except as to the reservations from and exceptions to conveyance and warranty.

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance and warranty are made expressly subject to the restrictions, covenants, conditions, and terms included in the Restriction Agreement between the City of Everman and Munev dated September \_\_\_\_, 2022.

Grantor, for itself and its successors and assigns, reserves unto Grantor any right, title, or interest of Grantor in and to adjacent streets, alleys, or right-of-way. Grantor, for itself and its successors and assigns, reserves and excepts all easements of record, all of the oil, gas, and other mineral interests, including any rights to water, in and under the land herein conveyed, all mineral conveyances and severances, mineral leases of record.

The conveyance of the Property is "as-is." Munev has inspected the Property and accepts it "as-is" and acknowledges that the EEDC makes no warranty or representation that the Property is suitable for Munev's intended use.

Executed the \_\_\_\_ day of \_\_\_\_\_, 2022.

**Everman Economic Development Corporation**  
Grantor

BY: \_\_\_\_\_  
Ray Richardson, President

**ACKNOWLEDGMENT AND AFFIDAVIT**

**STATE OF TEXAS**           §  
  §  
**COUNTY OF TARRANT** §



This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, who after being by me first duly sworn, stated that he/she executed this deed for the purposes and consideration stated therein.

\_\_\_\_\_  
Notary Public in and for the State of Texas

\_\_\_\_\_  
Type or Print Notary's Name

My Commission Expires:

\_\_\_\_\_

**Muney Development Partners, LLC**  
Grantee

BY: \_\_\_\_\_  
Alvaro Munoz, Jr., Owner

BY: \_\_\_\_\_  
Fernando Urcelay, Owner

BY: \_\_\_\_\_  
Juan Enrique Munoz, Owner

**ACKNOWLEDGMENT AND AFFIDAVIT**

**STATE OF TEXAS** §  
§  
**COUNTY OF TARRANT** §

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**ACKNOWLEDGMENT AND AFFIDAVIT**

**STATE OF TEXAS** §  
§  
**COUNTY OF TARRANT** §

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**ACKNOWLEDGMENT AND AFFIDAVIT**

**STATE OF TEXAS** §  
§  
**COUNTY OF TARRANT** §

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\_\_\_\_\_  
Notary Public in and for the State of Texas

\_\_\_\_\_  
Type or Print Notary's Name

My Commission Expires:  
\_\_\_\_\_

AFTER FILING PLEASE RETURN TO:

Mindi Parks  
City Secretary  
City of Everman  
212 N. Race St.  
Everman, Texas 76140  
817-293-0525  
Fax: 817-551-7549

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

**SPECIAL WARRANTY DEED**

**STATE OF TEXAS §**

**§ KNOW ALL MEN BY THESE PRESENTS:**

**COUNTY OF TARRANT §**

Grantor: Everman Economic Development Corporation (“EEDC”)

Mailing Address:  
212 N. Race Street  
Everman, Texas 76140

Grantee: Muney Development Partners LLC (“Muney”)

Mailing Address:  
520 W. Kellis Street  
Fort Worth, Texas 76115-1323

Consideration: The sum of Ten Dollars and no cents (\$10.00) and for other good and valuable consideration.

The Property:  
Blk 3, Lot 3R (404 King), Blk 3, Lot 2R (406 King), Blk 3, Lot 1R (408 King), Blk 2, Lot 6R (406 N. Race), Blk 2, Lot 7R (408 N. Race), Blk 2, Lot 8R (410 N. Race), Blk 2, Lot 9R (412 N. Race), Blk 3, Lot 4R (502 N. Race), and Blk 2, Lot 10R (414 N. Race), Eureka Addition to the City of Everman, Tarrant County, Texas, as shown by a deed of record at Volume 12715, Page 1174, of the Deed Records of Tarrant County, Texas.

Conveyance:

For and in consideration of the sum of Ten Dollars and no cents (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby bargain, sell, and convey unto the Grantee and its successors and assigns, the Property described above subject to the warranty of title and the reservations from and exceptions to conveyance and warranty described below.

Warranty of Title:

Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof through Grantor, but not otherwise, except as to the reservations from and exceptions to conveyance and warranty.

Reservations from and Exceptions to Conveyance and Warranty:

Grantor, for itself and its successors and assigns, reserves unto Grantor any right, title, or interest of Grantor in and to adjacent streets, alleys, or right-of-way. Grantor, for itself and its successors and assigns, reserves and excepts all easements of record, all of the oil, gas, and other mineral interests, including any rights to water, in and under the land herein conveyed, all mineral conveyances and severances, mineral leases of record.

The conveyance of the Property is "as-is." Munev has inspected the Property and accepts it "as-is" and acknowledges that the EEDC makes no warranty or representation that the Property is suitable for Munev's intended use.

Executed the \_\_\_ day of \_\_\_\_\_, 2022.

**Everman Economic Development Corporation**  
Grantor

BY: \_\_\_\_\_  
Ray Richardson, President

**ACKNOWLEDGMENT AND AFFIDAVIT**

**STATE OF TEXAS**           §  
  §  
**COUNTY OF TARRANT**   §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, who after being by me first duly sworn, stated that he/she executed this deed for the purposes and consideration stated therein.

\_\_\_\_\_  
Notary Public in and for the State of Texas

\_\_\_\_\_  
Type or Print Notary's Name

My Commission Expires:  
\_\_\_\_\_

**Muney Development Partners, LLC**  
Grantee

BY: \_\_\_\_\_  
Alvaro Munoz, Jr., Owner

BY: \_\_\_\_\_  
Fernando Urcelay, Owner

BY: \_\_\_\_\_  
Juan Enrique Munoz, Owner

**ACKNOWLEDGMENT AND AFFIDAVIT**

**STATE OF TEXAS** §  
§  
**COUNTY OF TARRANT** §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, who after being by me first duly sworn, stated that he/she executed this deed for the purposes and consideration stated therein.

\_\_\_\_\_

Notary Public in and for the State of Texas

\_\_\_\_\_

Type or Print Notary's Name

My Commission Expires:

\_\_\_\_\_

AFTER FILING PLEASE RETURN TO:

Mindi Parks  
City Secretary  
City of Everman  
212 N. Race St.  
Everman, Texas 76140  
817-293-0525  
Fax: 817-551-7549



**ORDINANCE NO. 791**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, RATIFYING, AUTHORIZING, AND APPROVING THE CONVEYANCE OF CERTAIN TRACTS OF LAND, BEING LOT 11R AND LOT 12R, BLOCK 2 OF THE EUREKA ADDITION TO THE CITY OF EVERMAN, TARRANT COUNTY, TEXAS, TO THE EVERMAN ECONOMIC DEVELOPMENT CORPORATION; AUTHORIZING THE CITY MANAGER’S EXECUTION OF ECONOMIC DEVELOPMENT PERFORMANCE AND 380 AGREEMENT BETWEEN THE CITY OF EVERMAN, THE EVERMAN ECONOMIC DEVELOPMENT CORPORATION, AND MUNEY DEVELOPMENT PARTNERS, LLC, INCLUDING ALL PROPERTY TRANSFER DOCUMENTS CONTAINING CERTAIN TERMS AND CONDITIONS.**

**WHEREAS,** the City of Everman, Texas (“City”), a home-rule municipality, on February 14, 2017, owned an interest in certain property described in Exhibit “A” (“Property”), attached hereto and incorporated herein by reference for all purposes at length as if fully set forth herein; and

**WHEREAS,** on February 14, 2017, the City Council approved Resolution No. 2017-02-02, approving the terms and conditions of an agreement, incorporated into Resolution No. 2017-02-02 by reference, by and between the City and the Everman Economic Development Corporation (“EEDC”) providing for the conveyance of the Property to the EEDC for new improvements (“Agreement”); and

**WHEREAS,** a municipality may transfer to an economic development corporation, for consideration described by Section 253.012, Texas Local Government Code, an interest in real property without complying with the notice and bidding requirements of Section 272.001(a), Texas Local Government Code; and

**WHEREAS,** Section 253.012(e) of the Texas Local Government Code requires that the transfer instrument include a provision that indicates the ownership of the property automatically reverts to the City if the nonprofit organization at any time fails to use the property in a manner that primarily promotes a public purpose; and

**WHEREAS,** the Agreement did not include the provisions required by Section 253.012(e); and

**WHEREAS,** the City and the EEDC continue to desire to have the Property used for economic development that primarily promotes a public purpose of the City, and

**WHEREAS,** the Everman Economic Development Corporation is an economic development corporation being a Type B corporation formed and governed by Chapter 505, Texas Local Government Code, and is considered an “independent foundation,”

formulated to provide for economic development that promotes a public purpose in the City of Everman; and

**WHEREAS,** the City of Everman has a population of less than 20,000 people; and

**WHEREAS,** the City did not acquire the Property described herein by eminent domain; and

**WHEREAS,** this City Council has determined that the consideration for this transfer to the EEDC is in the form of an agreement between the parties requiring the EEDC to use the Property in a manner that primarily promotes a public purpose of the City; and

**WHEREAS,** the EEDC will use and develop the Property in a manner that primarily promotes a public purpose of the City, which shall include the sale of the subject lands to a business prospect, Muney Development Partners, LLC, that will fulfill the statutory requirement that the property be developed in a manner that primarily promotes a public purpose of the City; and

**WHEREAS,** if the EEDC or its successors and assigns, at any time fails to use the Property in a manner that primarily promotes a public purpose of the City, ownership of the City's interest in the Property being conveyed herein and any improvements constructed on the same shall automatically revert to the City as required by Section 253.012, Texas Local Government Code; and

**WHEREAS,** the City and the EEDC desire to ratify the conveyance authorized in Resolution No. 2017-02-02, and authorize the City Manager to execute necessary documents pertaining to the conveyance of the Property under the terms of the Special Warranty Deed that is subject to certain restrictions, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference ("Special Warranty Deed") to comply with state law and provide for additional terms related to the public purpose of the City and related matters; and

**WHEREAS,** the City desires to provide, pursuant to Texas Local Government Code Chapter 380, ("Chapter 380"), an incentive to Muney Development Partners, LLC, for the location of the Development, as defined in the Economic Development Performance and 380 Agreement attached hereto as Exhibit "D", in the City, by providing access to water and sewer to the Development and authorizing permitting and plan review services by the Development to be conducted on a "fast track" basis and direct staff to assist during the platting and permitting process; and

**WHEREAS,** the City has the authority under Chapter 380 to make grants of public funds and assets for the purposes of promoting economic development and stimulation of business in the City;

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

**SECTION 1. Findings.** The City Council hereby deems the foregoing recitals above to be true and accurate findings that are incorporated into this Ordinance for all purposes.

**SECTION 2. Ratifying Conveyance and Ratifying.** The City Manager of the City of Everman is hereby authorized and directed to execute, on behalf of the City of Everman, all property transfer documents, including the Special Warranty Deed, attached hereto as Exhibit “B,” and incorporated herein for all intents and purposes, and all documents associated therewith, to effectuate the conveyance of the Property described in Exhibit “A” to the Everman Economic Development Corporation subject to the Restriction Agreement attached hereto as Exhibit “C”. The City Manager is authorized to execute other documents referenced above to effectuate the conveyance between the City of Everman, the Everman Economic Development Corporation, and Muney Development Partners, LLC, as described herein.

**SECTION 2. Economic Development Performance and 380 Agreement.** The City Manager of the City of Everman is hereby authorized and directed to execute, on behalf of the City of Everman, the Economic Development Performance and 380 Agreement between the City of Everman, the Everman Economic Development Corporation, and Muney Development Partners, LLC, attached hereto as Exhibit “D” and incorporated herein for all intents and purposes.

**SECTION 3. Severability.** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity or the unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.

**SECTION 4. Effective Date.** This Ordinance shall be effective immediately upon passage and be in full force and effect after its adoption.

**SECTION 5. Open Meetings.** It is hereby officially found and determined that the meeting at which the City Council passed this ordinance was open to the public and that the City gave public notice of the time, place, and purpose of said meeting as required by the Open Meetings Act, Texas Government Code, Chapter 551.

**PASSED AND APPROVED** this the \_\_\_ day of September 2022 by the City Council of the City of Everman, Texas.

**CITY OF EVERMAN, TEXAS**

By: \_\_\_\_\_  
Ray Richardson  
Mayor, City of Everman, Texas

ATTEST:

---

Mindi Parks  
City Secretary, City of Everman, Texas

**Exhibit A**

**Property Description**

---

**Street Address:** 405 King Street

**Legal Description:** LOT 11R, BLOCK 2 OF THE EUREKA ADDITION TO THE CITY OF EVERMAN, TARRANT COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 388-164, PAGE 9, PLAT RECORDS, TARRANT COUNTY, TEXAS.

**Instrument Number by which conveyed to City:** D198305179

---

**Street Address:** 403 King Street

**Legal Description:** LOT 12R, BLOCK 2 OF THE EUREKA ADDITION TO THE CITY OF EVERMAN, TARRANT COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 388-164, PAGE 9, PLAT RECORDS, TARRANT COUNTY, TEXAS.

**Instrument Number by which conveyed to City:** D198305178

---

**Exhibit B – Special Warranty Deed**

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

**SPECIAL WARRANTY DEED**

**STATE OF TEXAS           §  
  §       **KNOW ALL MEN BY THESE PRESENTS:**  
COUNTY OF TARRANT §**

Grantor:       City of Everman, Texas (“City”)

Mailing Address:  
  
212 N. Race Street  
Everman, Texas 76140

Grantee:       Everman Economic Development Corporation (“EEDC”)

Mailing Address:  
  
212 N. Race Street  
Everman, Texas 76140

Consideration:       The sum of Zero Dollars and no cents (\$0.00) and for other good and valuable consideration, including the including consideration in the form of an agreement between the parties that requires the EEDC to use the Property in a manner that primarily promotes a public purpose, as contained in the Reservations and the Restriction Agreement described below.

The Property:  
  
Lot 11R (405 King Street), and Lot 12R (403 King Street), Block 2, Eureka Addition to the City of Everman, Tarrant County, Texas, according to the plat recorded in Volume 388-164, Page 9, Plat Records, Tarrant County, Texas.

Conveyance:

For and in consideration of the sum of Zero Dollars and no cents (\$0.00) and for other good and valuable consideration, including consideration in the form of an agreement between the parties that requires the EEDC to use the Property in a manner that primarily promotes a public purpose, as contained in the Reservations and the Restriction Agreement described below, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby bargain, sell, and convey unto the Grantee and its successors and assigns, the Property described above subject to the warranty of title and the reservations from and exceptions to conveyance and warranty described below.

Warranty of Title:

Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof through Grantor, but not otherwise, except as to the reservations from and exceptions to conveyance and warranty.

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is subject to the requirement of Texas Local Government Code Section 253.012 that: (1) the EEDC is required to use the property in a manner that primarily promotes a public purpose of the City; and (2) ownership of the property automatically reverts to the City if the EEDC at any time fails to use the property in that manner.

This conveyance and warranty are made expressly subject to the restrictions, covenants, conditions, and terms included in the Restriction Agreement between the City of Everman and Muney Development Partners, LLC, dated September \_\_\_\_, 2022.

Grantor, for itself and its successors and assigns, reserves unto Grantor any right, title, or interest of Grantor in and to adjacent streets, alleys, or right-of-way. Grantor, for itself and its successors and assigns, reserves and excepts all easements of record, all of the oil, gas, and other mineral interests, including any rights to water, in and under the land herein conveyed, all mineral conveyances and severances, mineral leases of record.

The conveyance of the Property is "as-is." EEDC has inspected the Property and accepts it "as-is" and acknowledges that the City makes no warranty or representation that the Property is suitable for EEDC's intended use.

Executed the \_\_\_\_ day of \_\_\_\_\_, 2022.

**City of Everman, Texas Grantor**

BY: \_\_\_\_\_  
Ray Richardson, Mayor



STATE OF TEXAS §  
  §  
COUNTY OF TARRANT §

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, who after being by me first duly sworn, stated that he/she executed this deed for the purposes and consideration stated therein.

\_\_\_\_\_  
Notary Public in and for the State of Texas

\_\_\_\_\_  
Type or Print Notary's Name

My Commission Expires:

**Everman Economic Development Corporation**  
Grantee

BY: \_\_\_\_\_  
Ray Richardson, President

**ACKNOWLEDGMENT AND AFFIDAVIT**

STATE OF TEXAS §  
  §  
COUNTY OF TARRANT §

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, who after being by me first duly sworn, stated that he/she executed this deed for the purposes and

consideration stated therein.

---

Notary Public in and for the State of Texas

---

Type or Print Notary's Name

My Commission Expires:

---

AFTER FILING PLEASE RETURN TO:

Mindi Parks  
City Secretary  
City of Everman  
212 N. Race St.  
Everman, Texas 76140  
817-293-0525  
Fax: 817-551-7549

**Exhibit C – Restriction Agreement between the City of Everman and Muney  
Development Partners, LLC**



**WHEREAS**, if the Developer or its successors and assigns, at any time fails to use the Property in a manner that primarily promotes a public purpose of the City, ownership of the City's interest being previously conveyed to the EEDC and subsequently to Developer automatically reverts to the City, subject to the terms, conditions, and limitation of this Agreement, including particularly as detailed in Sections 3.2 and 6.9 hereafter;

**NOW, THEREFORE**, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Developer hereby agree as follows:

**ARTICLE I**  
**PROPERTY SUBJECT TO DECLARATION**

The Property shall be owned, held, leased, transferred, sold, mortgaged and/or conveyed by Developer and any subsequent owners (as such term is hereinafter defined for the term specified in Section 5.2), subject to the terms of this Restriction Agreement.

**ARTICLE II**  
**DEFINITIONS**

For purposes of this Agreement, the following words and phrases shall have the following meanings unless the context clearly indicates a different meaning:

"City" shall mean the City of Everman, a Texas home rule municipality located in the County of Tarrant, State of Texas.

"City Manager" shall mean the City Manager of City.

"Commencement of Construction" shall mean (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the improvements, (ii) all necessary permits for the construction of the Improvements have been issued by the applicable governmental authorities and (iii) construction of the elements of the building and other elements of the Improvements has commenced.

"Completion of Construction" shall mean (i) substantial completion of the Improvements on the Land has occurred, and (ii) a final inspection has been issued for the Improvements for the Required Use by Developer and (ii) sufficient documentation has been provided to the City, at their sole discretion, of the value of the Improvements and (iv) continuous operation has commenced no later than as provided in the Performance Agreement.

"Continuous Operation" shall mean as set forth in Article 3.2.

"Developer" means Muney Development Partners, L.L.C., a Texas limited liability company. Section 6, Item C.

"Effective Date" shall mean the date this Agreement is signed by all parties hereto.

"EEDC" shall mean the Everman Economic Development Corporation, a Texas non-profit corporation.

"Force Majeure" shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, by the order of a court resulting from any litigation brought by a third party to prevent or delay Developer's development, construction, or operation, City delay of permits or other approvals, government or de facto governmental action (unless caused by acts of omissions of the party), pending referendum, fires, explosions or floods, strikes, slowdowns or work stoppages. Such extension shall be for a period equal to the actual length of such delay, together with any time reasonably required by Developer to re-mobilize for construction as a result of such delay.

"Improvements" shall mean the structure, parking facility and new improvements located on the property, inclusive of any materials, equipment, and fixtures incorporated into said structures by Developer as necessary to be able to use and occupy the property for the primary purpose of a retail and condo facilities/development. The total of such improvements shall be valued in an amount of at least Eight Million Two Hundred Thousand Dollars (\$8,200,000.00); and shall include all improvements constructed on the property.

"Option Period" shall mean that period of time set forth under Article 3.2.

"Option Price" shall mean the Purchase Price stated in the Purchase Agreement less all closing costs and expenses paid or incurred by EEDC pursuant to the Purchase and Sale Agreement and pursuant to the exercise of the Option.

"Performance Agreement" shall mean the Economic Development Performance and 380 Agreement between the City of Everman, the Everman Economic Development Corporation, and Muney Development Partners, LLC.

"Property" shall mean property otherwise known as Blk 2, Lot 11R (405 King Street), and Blk 2, Lot 12R (403 King Street), Everman, Texas, as depicted in Exhibit "A", and shall collectively mean the property and any Improvements following construction thereof on the property.

"Purchase Agreement" shall mean that certain Purchase and Sale Agreement, as amended or assigned, by and between EEDC and Developer, effective \_\_\_\_\_, 2022.

"Required Use" shall mean the development and use of the Property that primarily promotes a public purpose of construction of retail and condo facilities and operating a business enterprise that meets the City's economic development goals and is a permitted use under the zoning regulations applicable to the Property.

**ARTICLE III**  
**OPTION**

Section 6, Item C.

3.1 **Grant of Option.** In consideration of TEN AND NO/100 DOLLARS (\$10.00), in hand paid by City to Developer and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by Developer, Developer hereby grants to City during the Option Period an option to repurchase the Property (the "Option"). The purchase price shall be One Dollar (\$1.00).

3.2 **Time for Exercising Option.** Subject to Section 3.3, below, the Option may be exercised by City in its sole discretion by providing written notice to Developer upon the occurrence of the following:

(a) any time after 6 months after the Effective Date of the Performance Agreement, subject to Force Majeure, if Developer has failed to cause Commencement of Construction of the retail and condo facilities to occur on the Property on or before that date, provided Commencement of Construction has in fact still not occurred on the date of the exercise of the Option; or

(b) any time after 12 months after the Effective Date of the Performance Agreement, subject to Force Majeure, if Commencement of Construction has occurred, but Developer has failed to cause Completion of Construction by that date, provided Completion of Construction has in fact still not occurred on the date of the exercise of the Option.

(c) any time after Opening Date of retail and condo facilities, as defined in the Performance Agreement, for a period of five (5) years in which the Developer fails to continuously operate the retail and condo facilities, i.e., closes or shuts down the business/Property. Said five (5) year continuous operation requirement shall be tolled for any period wherein the facilities are not operating due to fire, damage, or any other reason subject to Force Majeure. Developer agrees to give City thirty (30) days written notice prior to closing of any contemplated or actual sale of the Property.

3.3 **Force Majeure.** In the event of Force Majeure, Developer shall have such additional time to cause Commencement of Construction or Completion of Construction, as the case may be, so long as Developer is diligently and faithfully pursuing the same. The termination of the Option Period shall be extended for the same number days that the performance of Developer with respect to Commencement of Construction or Completion of Construction is extended by Force Majeure.

**ARTICLE IV**  
**TERMS OF SALE UPON EXERCISE OF OPTION**

4.1 **Effect of Exercise of the Option.** Upon any timely exercise of the Option by City in accordance with the foregoing provisions, the conveyance of the Property to be conveyed to City shall be in accordance with the provisions in this Article IV.

4.2 **Title, Survey, and Environmental Reports.**



(a) Not later than the fifteenth (15<sup>th</sup>) business day after the exercise of the Option Developer shall, at Developer's expense, deliver to City:

Section 6, Item C.

(i) a current commitment for an Owner's Policy of Title Insurance from the Title Company for the portion of the Property to be conveyed to City, setting forth the state of title to the Property together with any easements or restrictions (existing or created pursuant hereto) benefitting or burdening the Property, together with all exception or conditions to such title;

(ii) legible copies of all documents referenced in the Title Commitment;

(iii) any environmental studies or reports that Developer may have in its possession with respect to the Property; and,

(iv) tax certificate(s) regarding the payment of ad valorem taxes for current and prior years.

(b) Upon any exercise of the Option, City shall have the right, at its sole option, to cause a boundary or "as-built" survey of the Property to be made by a certified land surveyor selected by it. Such survey shall be made at the sole cost and expense of City.

(c) City shall, not later than twenty (20) days after City's receipt of the last Survey and Title Commitment, notify Developer and Title Company of any objections to the Survey and Title Commitment. If there are objections by City, Developer shall in good faith attempt to satisfy them prior to Closing. If Developer's receipt of City's objections that Developer is unable to satisfy such objection, City may either waive such objections and accept title as Developer is able to convey or terminate the exercise of the Right by written notice to Developer and the Title Company.

#### 4.3 **Closing.**

(a) The closing of the sale of the Property identified in the notice exercising the Option shall occur not later than sixty (60) calendar days following the date of exercise of the Option unless otherwise extended by written agreement of Developer and City.

(b) At the closing, Developer shall deliver to City:

(i) a Special Warranty Deed, in a form and substance substantially similar to the form used to convey the Property to Developer pursuant to the Purchase Agreement, conveying good and indefeasible title to the Property describe in the notice exercising the Option and/or the survey contained by City (whichever is the most accurate description) to City, fee and clear of any and all encumbrances except the Permitted Exceptions, save and except such oil, gas, and other minerals as may have been reserved by prior grantors;

(ii) an owner's policy of title insurance (or equivalent) in the amount of the Purchase Price, insuring such title to City; and

(iii) possession of the Property, free of parties in possession.

(c) At closing, City shall pay in cash or by certified or cashier's check the Option Price described in Article II, less all Closing Costs and other costs and expenses to be paid by

4.4 **Taxes.** Ad valorem taxes assessments, and any other charges against the Property improvements conveyed to City pursuant to this Article IV shall be prorated as of the Closing Date for the current year, such that Developer will be responsible for all such items which accrue prior to the Closing Date, and City will be responsible for all such items which accrue on and after the Closing Date. Taxes and assessments for all prior years shall be paid by Developer.

4.5 **Closing Costs.**

(A) Developer will pay and be responsible for the following closing cost:

- (i) the cost of all tax certificates relating to all taxes and other assessments incurred or arising in relation to the Land;
- (ii) all fees and premiums for Basic Owner's Title Policy, and any endorsements to the Basic Owner's Title Policy;
- (iii) all of the Title Company's escrow fees;
- (iv) all recording fees;
- (v) all costs and expenses incurred by or on behalf of Developer, including Developer's attorney's fees;
- (vi) all costs related to obtaining any releases of liens on the portion of the Property conveyed relating to any loans secured by a deed of trust lien on said Property;
- (vii) all fees and premiums for the survey; and,
- (viii) such other incidental costs and fees customarily paid by sellers of real property in Tarrant County, Texas, for transactions of a similar nature to the transaction contemplated herein.

(b) City hereby agrees to pay and be responsible for the following closing cost:

- (i) no fees and premiums for the survey;
- (ii) none of the Title Company's escrow fees;
- (iii) all costs and expenses incurred by or on behalf of City, including City's attorneys' fees; and
- (iv) such other incidental costs and fees customarily paid by purchasers of property in Tarrant County, Texas, for transactions of a similar nature to the transaction contemplated herein.

4.6 **Permitted Exceptions.** City acknowledges and agrees that the Property and improvements conveyed pursuant to the Article IV will be conveyed by Developer at closing subject only to such easements, conditions and restrictions as have been approved or deemed approved by City,

including; (i) utility easements granted by subdivision plat of instrument subsequent to the purchase of the Property by Developer; and (ii) such other matters as City may waive.

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4.7 **Conveyance As Is.** City acknowledges and agrees that the Property and/or improvements conveyed pursuant to this Article IV will be conveyed "AS IS" with all faults and defects, whether patent or latent, existing as of the Closing. Except with respect to the quality of the title being conveyed by Developer as set forth in the Special Warranty Deed, City acknowledges and agrees that Developer will be making no representations, warranties, guarantees, statements or information, express or implied, pertaining to the Property or improvements conveyed, their condition, or any other matters whatsoever, made to or furnished to City by Developer or any employee or agent of Developer, except as specifically set forth in this Restriction Agreement.

**ARTICLE V**  
**RESTRICTIONS**

5.1 **Use or Sale or Lack of Continuous Operation of Business Property; Buildings.** No portion of the Property shall be utilized for any use other than the Required Use. No building shall be constructed, reconstructed, erected, altered, or placed on any portion of the Property other than the Improvements or other structures that will be used in conformance with the Required Use.

If Developer sells the Property within five (5) years of Opening Date, as defined in the Performance Agreement, Developer agrees to pay City \$60,000.00 of the sales proceeds as compensation for the Property, less any property taxes and sales taxes paid to the City for the time period between Completion of Construction to the sale date.

Developer agrees to give City thirty (30) days written notice prior to closing of any contemplated or actual sale of the property.

5.2 **Terms of Restrictions.** The restrictions set forth in Section 5.1, above, shall be deemed to have commenced on Completion of Construction.

**ARTICLE VI**  
**MISCELLANEOUS**

6.1 **Enforcement.** City shall have the right, but not the obligation, to enforce the Restriction Agreement and any covenants and restrictions contained herein, as the same may be amended as herein provided. Subject to the limitation set forth in Section 5.1, above, enforcement of the provisions set forth in Section 5.1 contained herein may be exercised after failure of any person or persons violating or attempting to violate any covenants or restrictions to cure such violation or breach within a ten (10) day notice period after receipt of written notice thereof, by proceeding at law or in equity, against any person or persons violating or attempting to violate any covenants or restrictions, to restrain violation or to recover damages, and failure to enforce any covenant, restriction or condition shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. This Restriction Agreement is not intended to restrict the rights of the City Council of the City of Everman to exercise its legislative duties and powers insofar as the Property is concerned. For further

remedy, Developer, for itself, its successors, and assigns agrees that the City may withhold building permits, development approvals, certificates of occupancy and/or final inspection necessary for the lawful use of any portion of the Property not then in compliance Agreement. The City's right to repurchase the Property pursuant to the exercise of the Option as set forth in Articles III and IV of this Restriction Agreement constitutes the City's sole and exclusive remedy for any failure by Developer to Commence Construction or Complete Construction of the Improvements on the Property, SAVE AND EXCEPT automatic reversion of the property to the City pursuant to Texas Loc. Govt. Code, Section 253.012. The rights of City under this Restriction Agreement may not be waived or released except pursuant to an amendment or termination approved in accordance with the provisions hereof, except by expiration of the Term including any tolling period(s).

Section 6, Item C.

6.2 **Amendment.** No amendment or any termination of this Restriction Agreement shall be effective unless and until approved by Developer and the City (as evidenced by an ordinance or resolution of the City Council executed by the Mayor and recorded in the Official Public Records in the office of the Tarrant County Clerk); provided, however, the City may, without the consent of Developer, terminate and release the restrictions set forth in Section 5.1. In the event Developer, or subsequent owner of the Property desires to change, amend or alter the covenants, conditions or restrictions as set forth herein, Developer, or subsequent owner, as the case may be, shall file a written application for such change or amendment with City, which shall approve or deny such application in whole or in part within thirty (30) days after receipt of such application. Any change or amendment approved by the City shall not be effective unless and until an instrument executed by the Mayor is recorded in the Official Public Records in the office of the Tarrant County Clerk in accordance with this Section.

6.3 **Notices.** All notices, requests, demands or other communications required or permitted hereunder shall be in writing and shall be deemed to have been fully and completely made when given by hand, by confirmed facsimile transmission by overnight delivery by Federal Express or other reliable courier or the mailing of such by registered or certified mail, addressed as follows:

If intended for City, to:

With a copy to:

City of Everman  
Attn: City Manager  
212 North Race Street  
Everman, TX 76140

If intended for Developer:

Muney Development Partners,  
LLC  
520 W. Kellis St.  
Fort Worth, TX 76115-  
1323

Any party may at any time and from time to time by notice in writing to the other party hereto change the name or address of the person to who notice is to be given as hereinbefore provided.

6.4 **Successors and Assigns.** This Restriction Agreement shall bind, and inure to the benefit of, the parties and their respective successors and assigns.

6.5 **Governing Law.** This Restriction Agreement is entered into and is intended to be performed in the State of Texas, and the validity, enforceability, interpretation and construction hereof shall be determined and governed by the laws (other than conflict of laws provisions) of the State of Texas. Venue for any action shall be in the state District Court of Tarrant County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

6.6 **Recording.** The parties agree that City may record the Restriction Agreement in the Official Public Records in the office of the Tarrant County Clerk.

6.7 **Covenants Run with the Property.** This Restriction Agreement and the restrictions, covenants, and conditions set forth herein are for the purpose of protecting the value and desirability of the Property as well as to carry compliance with Tex. Loc. Govt. Code § 253.012, as amended, and, consequently, shall run with the Property and be binding on the Developer and all parties having all right, title, or interest in the Property, in whole or in part, and their heirs, successors and assigns. These covenants, conditions and restrictions shall be for the benefit of the City of Everman, Texas. This Restriction Agreement is binding upon Developer and each and every subsequent owner, tenant, subtenant, licensee, manager, and occupant of all or any portion of the Property, but only during the term of such party's ownership, tenancy, license, management or occupancy of the Property, for which such party shall remain liable and shall be binding upon and inure to the benefit of the City and its successors and assigns. It is expressly understood and agreed that acceptance of title to all or a portion of the Property shall automatically, and without further acknowledgement or confirmation from the owner, constitute such owner's assumption of the obligations of Developer hereunder.

6.8 **Severability.** Invalidation of any one of these covenants, conditions, or restrictions by judgment or court order shall in no way affect any other provisions, and all other provisions shall remain in full force and effect.

6.9 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to this subject matter hereof, and no statement, promise, representation or modification hereof by any person, if any, and whether oral or written, shall be binding upon any party.

6.10 **Counterparts.** This Agreement may be executed by the parties hereto in separate counterparts; each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart consist of a number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

Section 6, Item C.

**AGREED**

**CITY OF EVERMAN, TEXAS**

\_\_\_\_\_

By: Craig W. Spencer

Its: City Manager

**MUNEY DEVELOPMENT PARTNERS, LLC**

\_\_\_\_\_

By:

Its:







**Exhibit D – Economic Development Performance and 380 Agreement between the City of Everman, the Everman Economic Development Corporation, and Muney Development Partners, LLC**

**ECONOMIC DEVELOPMENT PERFORMANCE AND 380 AGREEMENT BETWEEN THE CITY OF EVERMAN, THE EVERMAN ECONOMIC DEVELOPMENT CORPORATION, AND MUNEY DEVELOPMENT PARTNERS, LLC**

This Economic Development Performance and 380 Agreement (the “Agreement”) is entered into as of September \_\_, 2022 (the “Effective Date”) by and among: the City of Everman, (“City”), Texas a home rule municipality, by and through its City Manager; the Everman Economic Development Corporation, a Texas municipal development corporation located in the City, County of Tarrant, State of Texas (“EEDC”), by and through its President, and Muney Development Partners, LLC (“Muney”) by and through its Owners. In consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE 1**  
**DEFINITIONS**

- 1.01 The terms “Agreement,” “Effective Date,” “City,” “Muney,” and “EEDC,” shall have the meanings provided above.
- 1.02 “Capital Investment” means and shall include all costs incurred relating to the acquisition and the improvement of the Property, including the actual construction costs and other costs of all buildings, structures, infrastructure, fixed machinery and equipment, utilities, landscaping and other onsite and offsite improvements, including without limitation all labor and materials, engineering costs, surveying costs, fees of consultants, designers and other professionals, landscape design, platting fees, permit fees, geotechnical investigation, construction material testing, and inspection fees. It shall not include costs for financing the construction or marketing of the Improvements.
- 1.03 “Closing Date” means the date the City conveys title to the Property to Muney.
- 1.04 “Development” means the construction of the retail and condo facilities/development(s) valued upon completion at no less than \$8,200,000.00 located on the Property.
- 1.05 “Facilities” means the retail and condo facilities/development(s) to be constructed on the Property.
- 1.06 “Opening Date” means that date on which Muney obtains a certificate of occupancy and/or occupancies and fully opens the Facilities and commences full operations.
- 1.07 “Project” means incentives offered by the EEDC to encourage Muney to locate the Development in Everman.
- 1.08 “Property” means property otherwise known as Blk 3, Lot 3R (404 King), Blk 2, Lot 11R (405 King Street), Blk 3, Lot 2R (406 King), Blk 3, Lot 1R (408 King), Blk 2, Lot 12R (403 King Street), Blk 2, Lot 6R (406 N. Race), Blk 2, Lot 7R (408 N. Race), Blk 2,

Lot 8R (410 N. Race), Blk 2, Lot 9R (412 N. Race), Blk 3, Lot 4R (502 N. Race), and Blk 2, Lot 10R (414 N. Race), Everman, Texas, as depicted in Exhibit “A”.

**ARTICLE 2**  
**RECITALS**

- 2.01 Muney seeks to acquire the Property and Muney proposes to construct and operate the Development on the Property.
- 2.02 The EEDC has determined and found that the Project and Development, as defined herein, will create the potential for future jobs as defined by the Development Corporation Act of 1979, codified as Chapters 501-506 of the Texas Local Government Code (the “Act”), and that the expenditures of the EEDC set forth in this Agreement are suitable or required for the development of a new industrial enterprise, and fall within the definition of a “project” as defined in Section 501.158 of the Act.
- 2.03 The City and the EEDC, have determined that substantial economic benefit and the creation of new opportunities of employment and housing will accrue to City as a result of the development being located in the City, and desire to have Muney construct the Development and operate these Facilities in the City.
- 2.04 The Development will increase the taxable value in the City and will directly and indirectly result in the creation of additional jobs throughout the City and the value of the benefits of the Development is anticipated to outweigh the amount of expenditures required of the EEDC by the Project under this Agreement.
- 2.05 The City desires to provide, pursuant to Texas Local Government Code Chapter 380, (“Chapter 380”), an incentive to Muney for the location of the Development in the City. The City has the authority under Chapter 380 to make grants of public funds and assets for the purposes of promoting economic development and stimulation of business in the City.
- 2.06 The City and the EEDC, to encourage the Development on the Property, desire to provide incentives as set forth herein which is necessary in order for Muney to locate the Development in the City and operate as hereinafter set forth, to aid and promote economic development in the City.
- 2.07 The City and the EEDC have found that the Development will contribute to an increase in economic development in the City.

**ARTICLE 3**  
**AUTHORIZATION**

- 3.01 The EEDC finds and determines that this Agreement is authorized and governed by the Act and the City finds that its obligations under this Agreement are authorized and governed by Chapter 380.

**ARTICLE 4**  
**TERM**

4.01 The term of this Agreement shall commence on the Effective Date and will terminate twelve (12) months after the Effective Date of this Agreement, unless the Opening Date of the Development is delayed beyond twelve (12) months due to Force Majeure, in which event this Agreement shall terminate on the Opening Date.

**ARTICLE 5**  
**COVENANTS OF MUNEY DEVELOPMENT PARTNERS, LLC**

5.01 Covenants Regarding Development and Operations. In consideration of EEDC agreeing to make the Project contributions in accordance with the terms, provisions, and conditions of this Agreement and the EEDC's agreement to convey the Property, MuneY agrees that it will do all of the following, which are duties that must be fulfilled in order to receive the City and the EEDC Incentives:

- (A) Obtain a building permit and commence construction of the Development within ninety (90) days of the Closing Date;
- (B) Design and construct all phases of the Development in conformance with the criteria and development standards set forth in the ordinances of the City, as well as applicable state and federal laws, resulting in a Capital Investment by MuneY in an amount equal to at least EIGHT MILLION TWO HUNDRED THOUSAND AND 00/100 including construction costs of the Development;
- (C) Provide certification to the EEDC of the Capital Investment with documentation satisfactory to the Economic Development Director;
- (D) Complete the foundation(s) for the Development and submit a letter to EEDC verifying the completion of the foundation(s) within sixty (60) days of obtaining a building permit;
- (E) Subject to Force Majeure, the Opening Date for the Facility shall be no later than twelve (12) months after the Effective Date of this Agreement;
- (F) Be responsible for the construction and maintenance of all on-site improvements for the Property and Development;
- (G) Register all Capital Improvements and equipment with the Tarrant County Appraisal District and list the City as the taxable situs of all its personal property located on the site, and remain current and paid on all property taxes, subject to appeal rights in accordance with law and subject to a right to cure any delinquency;
- (H) Erect a fence/barrier on both sides and in the rear of the properties for this Development in accordance with the City's Fencing and Screening requirements as shown on an approved site plan;

- (I) Have all of the proposed properties replatted into one property for this development; and
- (J) Warrant to the EEDC and the City that Muney has or will obtain all necessary rights, licenses, and authority to commence a business and that there are no bankruptcy proceedings.

**ARTICLE 6**  
**CONVEYANCE OF THE PROPERTY**

- 6.01 The EEDC hereby agrees to convey the Property by special warranty deed to Muney according to the terms of this Article.
- 6.02 The conveyance of the Property excludes any right, title, or interest of EEDC in and to adjacent streets, alleys, or right-of-way. The conveyance of the Property excludes any interest in the mineral estate, which will be retained by the EEDC.
- 6.03 It is agreed that the value of the Property is Three Hundred Thirty Thousand Dollars and No Cents (\$330,000.00).
- 6.04 No earnest money will be required from Muney.
- 6.05 Muney may obtain at its option a survey of the Property. The EEDC shall cooperate with the surveyor by permitting access to the Property and providing copies of previous surveys and related documents, but provision of such documents shall in no way constitute a warranty, representation, or contractual commitment by EEDC.
- 6.06 Within thirty (30) days after the date of the Effective Date of this Agreement Muney may obtain a title commitment at its expense.
- 6.07 The conveyance of the Property is “as-is.” Muney has inspected the Property and accepts it “as-is” and acknowledges that the EEDC makes no warranty or representation regarding the Property or its condition, except as otherwise provided in this Agreement. EEDC makes no warranty or representation that the Property is suitable for Muney’s intended use.

**ARTICLE 7**  
**INCENTIVES PROVIDED BY THE CITY TO MUNEY**

- 7.01 Subject to and contingent upon Muney complying with its duties and obligations under this Agreement, the City agrees that, subject to the terms and conditions contained herein, the City shall provide the incentives and benefits according to the schedule set forth in this Article.
- 7.02 The City will authorize permitting and plan review services by the Development to be conducted on a “fast track” basis and direct staff to assist during the platting and permitting process.
- 7.03 The City will provide access to water and sewer to Property.
- 7.04 The City will close and abandon King Street from Race Street to the rear property line of said properties. This portion of King Street will be conveyed free of charge to Muney for development.

**ARTICLE 8**  
**INCENTIVES PROVIDED BY THE EEDC TO MUNEY**

- 8.01 The EEDC agrees to convey the Property to Muney at no cost, subject to Article 10 of this Agreement.
- 8.02 Subject to and contingent upon Muney complying with its duties and obligations under this Agreement, the EEDC will provide the incentives and benefits according to this Article.
- 8.03 The EEDC will pay the closing costs associated with the conveyance of the Property by the EEDC to Muney and one-half of the escrow fee.

**ARTICLE 9**  
**AUTHORITY; COMPLIANCE WITH LAW**

- 9.01 Muney hereby represents and warrants to the City that it has full lawful right, power and authority to execute and deliver and perform the terms and obligations of this Agreement and that the execution and delivery of this Agreement has been duly authorized by all necessary action by Muney and this Agreement constitutes the legal, valid and binding obligation of Muney , and is enforceable in accordance with its terms and provisions.
- 9.02 Notwithstanding any other provision of this Agreement, Muney shall comply with all federal, state, and local laws.
- 9.03 During the term of this Agreement, Muney agrees not to knowingly employ any undocumented workers at the Development, and if convicted of a violation under 8

U.S.C. Section 1324a(f), Muney shall repay the amount of the Incentives received by Muney as of the date of such violation within one hundred twenty (120) business days after the date Muney is notified by the City of such violation, plus interest at the rate the City is paying on the most recent issuance of bonded indebtedness prior to Muney’s violation of this section.

**ARTICLE 10**  
**DEFAULT AND REMEDIES**

10.01 Default by Muney or an Affiliate.

- (A) In the event: (i) Muney fails to fulfill its obligations of this Agreement; (ii) Muney has delinquent ad valorem or sales taxes owed to the City, provided that Muney retains the right to timely and properly protest and/or contest any such taxes; or (iii) Muney materially breaches any of the material terms and conditions of this Agreement; then Muney shall be in breach or default of this Agreement. In the event of such a breach or default, the City shall give Muney written notice of such breach and/or default, and if Muney has not cured such breach or default within ninety (90) days after receipt of such notice, the City and the EEDC may terminate this Agreement by written notice to Muney, and the City and the EEDC shall have no further obligation to Muney under this Agreement.
- (B) In the event Muney fails to complete the foundation(s) for the Development and submit a letter to the City verifying the completion of the foundation(s) as required by Section 5.01(D) of this Agreement, then Muney shall reconvey the Property to the EEDC by Special Warranty Deed.

10.02 No waiver or any breach of any term or condition of this Agreement shall be construed to waive any subsequent breach of the same or any other term or condition of this Agreement. Any waiver of any term or condition of this Agreement must be in writing and approved by the City, the EEDC, and Muney.

**ARTICLE 11**  
**VENUE AND GOVERNING LAW**

11.01 This Agreement is fully performable in Tarrant County, Texas, and venue of any action arising out of this Agreement shall be exclusively in Tarrant County, Texas. To the extent permitted by law, the substantive laws of the State of Texas shall apply without regard to applicable principles of conflicts of law, and the parties submit to the jurisdiction of the state courts in Tarrant County, Texas.

**ARTICLE 12**  
**FORCE MAJEURE**

12.01 Performance of Muney’s obligations under this Agreement shall be subject to extension

due to delay by reason of events of force majeure, and Muney’s obligations shall be abated during any period of force majeure. Force majeure shall include, without limitation, damage or destruction by fire or other casualty, condemnation, strike, lockout, civil disorder, war, inability to obtain, any permit and/or legal authorization (including engineering approvals by any governmental entity), inability to obtain, governmental approvals and permits, shortage or delay in shipment of materials or fuel occasioned by any event referenced herein, acts of God, unusually adverse weather or wet soil conditions or other causes beyond the parties’ reasonable control, including but not limited to, any court or judgment resulting from any litigation affecting the Property or this Agreement.

**ARTICLE 13**  
**GIFT TO PUBLIC SERVANT**

- 13.01 No Benefit. Each party hereto represents to the other that it has not offered, conferred, or agreed to confer and that it will not offer, confer or agree to confer in the future any benefit upon an employee or official of the other party. For purposes of this Section, “benefit” means anything reasonably regarded as economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include a contribution or expenditure made and reported in accordance with law.
  
- 13.02 Right of Reimbursement. Notwithstanding any other legal remedies, the EEDC may obtain reimbursement for any expenditure made to Muney as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

**ARTICLE 14**  
**ASSIGNMENT**

- 14.01 Muney may not assign any part of this Agreement without written consent or approval by the City and the EEDC.



**ARTICLE 15**  
**INDEMNIFICATION**

15.01 **MUNEY DEVELOPMENT PARTNERS LLC EXPRESSLY AGREES TO FULLY AND COMPLETELY DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, THE EEDC, AND ITS PAST, PRESENT, AND FUTURE OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES, AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES, ATTORNEY’S FEES AND ANY AND ALL OTHER COSTS OR FEES (WHETHER GROUNDED IN CONSTITUTIONAL LAW, TORT, CONTRACT, OR PROPERTY LAW, OR RAISED PURSUANT TO LOCAL, STATE OR FEDERAL STATUTORY PROVISION), ARISING OUT OF THE PERFORMANCE OF THE AGREEMENT AND/OR ARISING OUT OF A WILLFUL OR NEGLIGENT ACT OR OMISSION OF MUNEY, ITS OFFICERS, AGENTS, AND EMPLOYEES. IT IS UNDERSTOOD AND AGREED THAT MUNEY AND ANY EMPLOYEE OR SUBCONTRACTOR OF MUNEY SHALL NOT BE CONSIDERED AN EMPLOYEE OF THE CITY OR THE EEDC. MUNEY SHALL NOT BE WITHIN PROTECTION OR COVERAGE OF THE CITY’S WORKERS’ COMPENSATION INSURANCE, HEALTH INSURANCE, LIABILITY INSURANCE OR ANY OTHER INSURANCE THAT THE CITY FROM TIME TO TIME MAY HAVE IN FORCE AND EFFECT. THE CITY SPECIFICALLY RESERVES THE RIGHT TO REJECT ANY AND ALL OF MUNEY’S EMPLOYEES, REPRESENTATIVES OR SUBCONTRACTORS AND/OR THEIR EMPLOYEES FOR ANY CAUSE, SHOULD THE PRESENCE OF ANY SUCH PERSON ON CITY OR EEDC PROPERTY OR THEIR INTERACTION WITH CITY OR EEDC EMPLOYEES BE FOUND NOT IN THE BEST INTEREST OF THE CITY OR IS FOUND TO INTERFERE WITH THE EFFECTIVE AND EFFICIENT OPERATION OF THE CITY’S WORKPLACE.**

This provision is solely for the benefit of the City, the EEDC, and the officers and employees of each, and is not intended to create or grant any rights, contractual or otherwise, in or to any other person. This Section shall survive termination of this Agreement.

15.02 Nothing in this Agreement shall be construed as waiving any governmental immunity available to the City under state law.

15.03 It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties. The City (including its past, present and future officers, elected officials, directors, employees and agents of the City) does not assume any responsibility to any third party in connection with Muney’s construction of the Development.

**ARTICLE 16**  
**MISCELLANEOUS MATTERS**

- 16.01 Time is of Essence. Time is of the essence in this Agreement. The parties hereto will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.
- 16.02 Agreement Subject to Applicable Law. This Agreement is made subject in accordance with the Everman Home Rule Charter and ordinances of City, as amended, and all applicable State and federal laws, violation of which shall constitute a default of this Agreement.
- 16.03 Interpretation. Each of the Parties have been represented by counsel of their choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for nor against any Party based on draftsmanship.
- 16.04 Counterparts Deemed Original. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- 16.05 Captions. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
- 16.06 Complete Agreement. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in the Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached and made a part of this Agreement.
- 16.07 Notice. Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefore; or (ii) sent by a nationally recognized overnight courier service; or (iii) delivered by United States certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the respective party at its address set forth below, and shall be effective (a) upon receipt or refusal if delivered personally; (b) one business day after depositing, with such an overnight courier service or (c) two business days after deposit in the United States mails, if mailed. Any party hereto may change its address for receipt of notices by service of a notice of such change in accordance with this subsection.

**MUNEY DEVELOPMENT PARTNERS LLC:**

MUNEY DEVELOPMENT PARTNERS, LLC  
520 W. Kellis St.  
Fort Worth, TX 76115-1323  
817-881-8937

**CITY:** City of Everman  
Attn: Craig W. Spencer, City Manager  
212 North Race Street  
Everman, Texas 76140  
Telephone: (817) 293-0525

**EEDC:** Everman Economic Development Corporation  
Attn: Michael Nicoletti, Director  
212 North Race Street  
Everman, Texas 76140  
Telephone: (817) 293-0525

With a copy to: Mindi Parks  
City Secretary  
212 N. Race Street  
Everman, Texas 76140  
Telephone: (817) 293-0525

- 16.08 Amendment. This Agreement may only be amended by the mutual written agreement of the parties.
- 16.09 Severability. In the event any section, subsection, paragraph, subparagraph, sentence, phrase, or word herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase, or word. In the event there shall be substituted for such deleted provision a provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.
- 16.10 Certificate of Interested Parties (TEC Form 1295). For contracts that require City Council approval or that is for services that would require a person to register as a lobbyist under Chapter 305 of the Government Code, the City may not accept or enter into a contract until it has received from Muney a completed Texas Ethics Commission (TEC) Form 1295 complete with a certificate number assigned by the (TEC), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. Muney understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering the Agreement.

Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website and provided to the City. The TEC Form 1295 may accompany the bid or may be submitted separately but must be provided to the City prior to the award of the contract. Neither the City nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor

undertake responsibility for advising any potential vendor with respect to the proper completion of the TEC Form 1295.

- 16.11 Anti-Boycott Israel Verification. In accordance with Chapter 2270, Texas Government Code, the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

The signatory executing the Agreement on behalf of Muney verifies that Muney and its parent company, wholly-owned subsidiaries, majority-owned subsidiaries and other affiliates, if any, do not boycott Israel and, to the extent the Agreement is a contract for goods or services, will not boycott Israel during the term of the Agreement. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in Israeli-controlled territory, but does not include an action made for ordinary business purposes. The signatory understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit. This section does not apply to a vendor which is a sole proprietorship and/or which has less than 10 full-time employees. This section does not apply to a contract valued at less than \$100,000.

- 16.12 Iran, Sudan, and Foreign Terrorist Organizations. The signatory executing the Agreement on behalf of Muney represents that neither Muney nor any of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or  
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the entity and each of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The signatory understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit.

- 16.13 Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire. Muney represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.
- 16.14 Verification Regarding Energy Company Boycotts. To the extent the Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, Muney hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of the Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall have the meaning assigned to the term “boycott energy company” in Section 809.001, Texas Government Code. The Muney understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with Muney and exists to make a profit.
- 16.15 Verification Regarding Discrimination Against Firearm Entity or Trade Association. To the extent the Agreement constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, “SB 19”), as amended, Muney hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any,

- (1) do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
- (2) will not discriminate during the term of the Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19). Muney understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with Muney and exists to make a profit.

*[Signature pages to follow]*

EXECUTED on the respective dates of acknowledgement, to be effective as of the date first set forth above.

**EVERMAN ECONOMIC DEVELOPMENT CORPORATION,  
a Texas municipal development corporation**

By: \_\_\_\_\_  
Ray Richardson, EDC President

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

**CITY OF EVERMAN**

By: \_\_\_\_\_  
Craig Spencer, City Manager

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

STATE OF TEXAS §  
COUNTY OF TARRANT §

This instrument was acknowledged before me on \_\_\_\_\_, 2022 by \_\_\_\_\_, known personally by me to be the \_\_\_\_\_ of Everman Economic Development Corporation, on behalf of said corporation.

[Notary Seal]

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

STATE OF TEXAS §  
COUNTY OF TARRANT §

This instrument was acknowledged before me on \_\_\_\_\_, 2022 by \_\_\_\_\_, known personally by me to be the \_\_\_\_\_ of the City of Everman, on behalf of said City.

[Notary Seal]

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

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Legal Counsel

**Muney Development Partners, LLC**

By: \_\_\_\_\_  
Alvaro Munoz  
Owner

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

STATE OF TEXAS                    §  
COUNTY OF \_\_\_\_\_       §

This instrument was acknowledged before me on \_\_\_\_\_, 2022 by Muney Development Partners, LLC, known to me (or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_(description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and on behalf of Muney Development Partners, LLC.

[Notary Seal]

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

By: \_\_\_\_\_  
Fernando Urcelay  
Owner

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

STATE OF TEXAS                    §  
COUNTY OF \_\_\_\_\_       §

This instrument was acknowledged before me on \_\_\_\_\_, 2022 by Muney Development Partners, LLC, known to me (or proved to me on the oath of \_\_\_\_\_ or



through \_\_\_\_\_ (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and on behalf of Muney Development Partners, LLC.

[Notary Seal]

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

By: \_\_\_\_\_  
Juan Enrique Munoz  
Owner

STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 2022 by Muney Development Partners, LLC, known to me (or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and on behalf of Muney Development Partners, LLC.

[Notary Seal]

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

**Exhibit A**  
**Legal Description of Land**

Blk 3, Lot 3R (404 King), Blk 2, Lot 11R (405 King Street), Blk 3, Lot 2R (406 King), Blk 3, Lot 1R (408 King), Blk 2, Lot 12R (403 King Street), Blk 2, Lot 6R (406 N. Race), Blk 2, Lot 7R (408 N. Race), Blk 2, Lot 8R (410 N. Race), Blk 2, Lot 9R (412 N. Race), Blk 3, Lot 4R (502 N. Race), and Blk 2, Lot 10R (414 N. Race)



COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED. ©Texas Association of REALTORS®, Inc. 2022

1. PARTIES: Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: City of Everman

Address: 212 N Race St, Everman, TX 76140
Phone: E-mail:
Mobile: Fax or Other:

Buyer: MUNAY DEVELOPMENT PARTNERS LLC

Address: 520 W Kellis St, Fort Worth, TX 76115-1323
Phone: (817)881-8937 E-mail: alvaro.munoz999@icloud.com
Mobile: Fax or Other:

2. PROPERTY:

A. "Property" means that real property situated in Tarrant County, Texas at 403 King St Everman, TX 76140 and additional lots below

(address) and that is legally described on the attached Exhibit or as follows:

- EUREKA ADDITION BLOCK 2 LOT 12R, EUREKA ADDITION BLOCK 3 LOT 3R, EUREKA ADDITION BLOCK 2 LOT 11R, EUREKA ADDITION BLOCK 3 LOT 2R, EUREKA ADDITION BLOCK 3 LOT 1R, EUREKA ADDITION BLOCK 2 LOT 8R, EUREKA ADDITION BLOCK 2 LOT 9R, EUREKA ADDITION BLOCK 2 LOT 10R, EUREKA ADDITION BLOCK 2 LOT 10R, EUREKA ADDITION BLOCK 2 LOT 6R, EUREKA ADDITION BLOCK 2 LOT 7R, EUREKA ADDITION BLOCK 3 LOT 4R

Handwritten initials AM and JEM

Handwritten initials JEM and AM

08 / 26 / 2022

08 / 27 / 2022

- B. Seller will sell and convey the Property together with: (1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way; (2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and (3) Seller's interest in all licenses and permits related to the Property.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.) (If mineral rights are to be reserved an appropriate addendum should be attached.)

3. SALES PRICE:

- A. At or before closing, Buyer will pay the following sales price for the Property: (1) Cash portion payable by Buyer at closing \$ (2) Sum of all financing described in Paragraph 4 \$ (3) Sales price (sum of 3A(1) and 3A(2)) \$

Commercial Contract - Unimproved Property concerning 403 King St Everman, TX 76140 and additional lots below

B. Adjustment to Sales Price: (Check (1) or (2) only.)

- (1) The sales price will not be adjusted based on a survey.
- (2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.

(a) The sales price is calculated on the basis of \$ \_\_\_\_\_ per:

- (i) square foot of  total area  net area.
- (ii) acre of  total area  net area.

(b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within:

- (i) public roadways;
- (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and
- (iii) \_\_\_\_\_

(c) If the sales price is adjusted by more than \_\_\_\_\_ % of the stated sales price, either party may terminate this contract by providing written notice to the other party within \_\_\_\_\_ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.

4. **FINANCING:** Buyer will finance the portion of the sales price under Paragraph 3A(2) as follows:

- A. Third Party Financing: One or more third party loans in the total amount of \$ N/A .  
This contract:
  - (1) is not contingent upon Buyer obtaining third party financing.
  - (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TXR-1931).
- B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TXR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ N/A .
- C. Seller Financing: Buyer will deliver a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TXR-1931) in the amount of \$ \_\_\_\_\_ .

5. **EARNEST MONEY:**

- A. Not later than 3 days after the effective date, Buyer must deposit \$ N/A as earnest money with N/A (title company) at \_\_\_\_\_ (address) \_\_\_\_\_ (closer).  
If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.
- B. Buyer will deposit an additional amount of \$ N/A with the title company to be made part of the earnest money on or before:
  - (i) \_\_\_\_\_ days after Buyer's right to terminate under Paragraph 7B expires; or
  - (ii) \_\_\_\_\_ .
 Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.

Commercial Contract - Unimproved Property concerning 403 King St Everman, TX 76140 and additional lots below

C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

**6. TITLE POLICY AND SURVEY:**

**A. Title Policy:**

(1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:  
(a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and  
(b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.

(2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:

- (a) will not be amended or deleted from the title policy.
- (b) will be amended to read "shortages in areas" at the expense of  Buyer  Seller.

(3) Within 15 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

**B. Survey:** Within \_\_\_\_\_ days after the effective date:

(1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer \_\_\_\_\_ (insert amount) of the cost of the survey at closing, if closing occurs.

(2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.

(3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company,  Seller  Buyer (updating party), will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 30 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 30 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party \_\_\_\_\_ (insert amount or percentage) of the cost of the new or updated survey at closing, if closing occurs.

**C. Buyer's Objections to the Commitment and Survey:**

(1) Within 5 days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will

Commercial Contract - Unimproved Property concerning 403 King St Everman, TX 76140 and additional lots below

satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object in writing to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date Buyer actually receives the survey; or (ii) of the deadline specified in Paragraph 6B.

(2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.

(3) Buyer's failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

**7. PROPERTY CONDITION:**

A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: N/A

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

B. Feasibility Period: Buyer may terminate this contract for any reason within 5 days after the effective date (feasibility period) by providing Seller written notice of termination.

(1) Independent Consideration. (Check only one box and insert amounts.)

(a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ N/A that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

(b) Not later than 3 days after the effective date, Buyer must pay \$ N/A as independent consideration for Buyer's right to terminate by tendering such amount to the title company. Buyer authorizes escrow agent to release and deliver the independent consideration to Seller at any time upon Seller's request without further notice to or consent from Buyer. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

(2) Feasibility Period Extension: Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single additional period of \_\_\_ days by delivering \$ N/A to the title company as additional earnest money.

(a) \$ N/A of the additional earnest money will be retained by Seller as additional independent consideration for Buyer's unrestricted right to terminate, but will be credited to the

Commercial Contract - Unimproved Property concerning 403 King St Everman, TX 76140 and additional lots below

sales price only upon closing of the sale. If Buyer terminates under this Paragraph 7B, the additional earnest money will be refunded to Buyer and Seller will retain the additional independent consideration.

- (b) Buyer authorizes escrow agent to release and deliver to Seller the following at any time upon Seller's request without further notice to or consent from Buyer:
  - (i) The additional independent consideration.
  - (ii) *(Check no boxes or only one box.)*  
 all or  \$ N/A of the remaining portion of the additional earnest money, which will be refunded to Buyer if Buyer terminates under this Paragraph 7B or if Seller defaults under this contract.

If no dollar amount is stated in this Paragraph 7B(2) as additional earnest money or as additional independent consideration, or if Buyer fails to timely deliver the additional earnest money, the extension of the feasibility period will not be effective.

C. Inspections, Studies, or Assessments:

- (1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.
- (2) Buyer must:
  - (a) employ only trained and qualified inspectors and assessors;
  - (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
  - (c) abide by any reasonable entry rules or requirements of Seller;
  - (d) not interfere with existing operations or occupants of the Property; and
  - (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.
- (3) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

- (1) Delivery of Property Information: Within N/A days after the effective date, Seller will deliver to Buyer the following to the extent in Seller's possession or control: *(Check all that apply.)*
  - (a) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;
  - (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
  - (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
  - (d) copies property tax statements for the Property for the previous 2 calendar years;
  - (e) plats of the Property;
  - (f) copies of current utility capacity letters from the Property's water and sewer service provider; and
  - (g) \_\_\_\_\_

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*

- (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied in any format; and
- (c) deliver to Seller copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

**8. LEASES:**

A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:

- (1) any failure by Seller to comply with Seller's obligations under the leases;
- (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
- (3) any advance sums paid by a tenant under any lease;
- (4) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
- (5) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. Estoppel Certificates: Within N/A days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than N/A by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TXR Form 1938 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.



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9. BROKERS:

A. The brokers to this sale are:

Principal Broker: Veteran Realty Group  
Agent: Mary Rose Kent  
Address: \_\_\_\_\_  
Phone & Fax: \_\_\_\_\_  
E-mail: MaryRoseKent@gmail.com  
License No.: 0667595

Cooperating Broker: \_\_\_\_\_  
Agent: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone & Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
License No.: \_\_\_\_\_

Principal Broker: (Check only one box)  
 represents Seller only.  
 represents Buyer only.  
 is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

B. Fees: (Check only (1) or (2) below.)  
(Complete the Agreement Between Brokers on page 14 only if (1) is selected.)

- (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.
- (2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:  
 N/A % of the sales price.  
 \_\_\_\_\_

Cooperating Broker a total cash fee of:  
 N/A % of the sales price.  
 \_\_\_\_\_

The cash fees will be paid in N/A County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.  
NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

10. CLOSING:

A. The date of the closing of the sale (closing date) will be on or before the later of:

- (1)  \_\_\_\_\_ days after the expiration of the feasibility period.  
 \_\_\_\_\_ (specific date).  
 Within three days after re-zoning completion.
- (2) 7 days after objections made under Paragraph 6C have been cured or waived.

B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

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C. At closing, Seller will execute and deliver, at Seller's expense, a  general  special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:

- (1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
- (2) without any assumed loans in default; and
- (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.

D. At closing, Seller, at Seller's expense, will also deliver to Buyer:

- (1) tax statements showing no delinquent taxes on the Property;
- (2) an assignment of all leases to or on the Property;
- (3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;
- (4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
- (5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and
- (6) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.

E. At closing, Buyer will:

- (1) pay the sales price in good funds acceptable to the title company;
- (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
- (3) sign and send to each tenant in a lease for any part of the Property a written statement that:
  - (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
  - (b) specifies the exact dollar amount of the security deposit;
- (4) sign an assumption of all leases then in effect; and
- (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.

F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

**11. POSSESSION:** Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

**12. SPECIAL PROVISIONS:** The following special provisions apply and will control in the event of a conflict with other provisions of this contract. *(If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*

**See Exhibit A**

**13. SALES EXPENSES:**

- A. Seller's Expenses: Seller will pay for the following at or before closing:
  - (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
  - (2) release of Seller's loan liability, if applicable;
  - (3) tax statements or certificates;
  - (4) preparation of the deed;
  - (5) one-half of any escrow fee;
  - (6) costs to record any documents to cure title objections that Seller must cure; and
  - (7) other expenses that Seller will pay under other provisions of this contract.
  
- B. Buyer's Expenses: Buyer will pay for the following at or before closing:
  - (1) all loan expenses and fees;
  - (2) preparation of any deed of trust;
  - (3) recording fees for the deed and any deed of trust;
  - (4) premiums for flood insurance as may be required by Buyer's lender;
  - (5) one-half of any escrow fee;
  - (6) other expenses that Buyer will pay under other provisions of this contract.

**14. PRORATIONS:**

- A. Prorations:
  - (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
  - (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
  - (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.
  
- B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of the Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.
  
- C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

**15. DEFAULT:**

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure

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except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(3) which Seller may pursue; or  
(Check if applicable)

enforce specific performance, or seek such other relief as may be provided by law.

B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:

- (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
- (2) extend the time for performance up to 15 days and the closing will be extended as necessary.

C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:

- (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
- (2) enforce specific performance, or seek such other relief as may be provided by law, or both.

**16. CONDEMNATION:** If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or

B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:  
(1) Seller and the sales price will be reduced by the same amount; or  
(2) Buyer and the sales price will not be reduced.

**17. ATTORNEY'S FEES:** If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

**18. ESCROW:**

A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.


B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.

C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.

D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.

E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.

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- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G.  Seller  Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

**19. MATERIAL FACTS:** To the best of Seller's knowledge and belief: *(Check only one box.)*

- A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1408).
- B. Except as otherwise provided in this contract, Seller is not aware of:
  - (1) any subsurface: structures, pits, waste, springs, or improvements;
  - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
  - (3) any environmental hazards or conditions that materially affect the Property;
  - (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
  - (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
  - (6) any wetlands, as defined by federal or state law or regulation, on the Property;
  - (7) any threatened or endangered species or their habitat on the Property;
  - (8) any present or past infestation of wood-destroying insects in the Property's improvements;
  - (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
  - (10) any condition on the Property that violates any law or ordinance.

*(Describe any exceptions to (1)-(10) in Paragraph 12 or an addendum.)*

**20. NOTICES:** All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, sent by a national or regional overnight delivery service that provides a delivery receipt, or sent by confirmed facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

- A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
- B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

**21. DISPUTE RESOLUTION:** The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

**22. AGREEMENT OF THE PARTIES:**

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this

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contract shall not be affected thereby. All individuals signing represent that they have the authority to sign on behalf of and bind the party for whom they are signing.

- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

D. Addenda which are part of this contract are: *(Check all that apply.)*

- (1) Property Description Exhibit identified in Paragraph 2;
- (2) Commercial Contract Financing Addendum (TXR-1931);
- (3) Commercial Property Condition Statement (TXR-1408);
- (4) Commercial Contract Addendum for Special Provisions (TXR-1940);
- (5) Notice to Purchaser of Real Property in a Water District (MUD);
- (6) Addendum for Coastal Area Property (TXR-1915);
- (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916);
- (8) Information About Brokerage Services (TXR-2501);
- (9) Information About Mineral Clauses in Contract Forms (TXR-2509);
- (10) Notice of Obligation to Pay Improvement District Assessment (TXR-1955, PID); and
- (11) \_\_\_\_\_

*(Note: Counsel for Texas REALTORS® has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by Texas REALTORS® are appropriate for use with this form.)*

E. Buyer  may  may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all obligations and liability of Buyer under this contract.

**23. TIME:** Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or federal reserve bank holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or federal reserve bank holiday.

**24. EFFECTIVE DATE:** The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

**25. ADDITIONAL NOTICES:**

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before

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Veteran Realty Group, 3910 Malibu Sun Fort Worth TX 76137  
Mary Rose Kent

Phone: 5126963418 Fax: \_\_\_\_\_  
www.lwolf.com

EVERMAN Condo

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

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the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract (*the Addendum for Coastal Area Property (TXR-1915) may be used*).
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract (*the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916) may be used*).
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.
- H. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- I. PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller is required by §5.014, Property Code to give Buyer a written notice concerning the obligation to pay assessments. The form of the required notice is available as a part of the Notice of Obligation to Pay Improvement District Assessment (TXR-1955).
- J. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: \_\_\_\_\_.

**26. CONTRACT AS OFFER:** The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on N/A, the offer will lapse and become null and void.

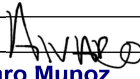
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**READ THIS CONTRACT CAREFULLY.** The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. **CONSULT your attorney BEFORE signing.**

**Seller:** City of Everman

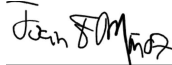
**Buyer:** MUNAY DEVELOPMENT PARTNERS LLC

By: \_\_\_\_\_  
By (signature): \_\_\_\_\_  
Printed Name: Craig Spencer  
Title: City Manager

By: \_\_\_\_\_  
By (signature):   
Printed Name: Alvaro Munoz  
Title: MUNAY DEVELOPMENT PARTNERS LLC owner

By: \_\_\_\_\_  
By (signature): \_\_\_\_\_  
Printed Name: Ray Richardson  
Title: EDC President

By: \_\_\_\_\_  
By (signature):   
Printed Name: Fernando Urcelay  
Title: MUNAY DEVELOPMENT PARTNERS LLC owner

By:   
\_\_\_\_\_  
Juan Enrique Munoz

Munay Development Partners LLC owner



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**AGREEMENT BETWEEN BROKERS**

*(use only if Paragraph 9B(1) is effective)*

Principal Broker agrees to pay N/A (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

- \$ \_\_\_\_\_, or
- \_\_\_\_\_ % of the sales price, or
- \_\_\_\_\_ % of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: \_\_\_\_\_ Cooperating Broker: \_\_\_\_\_  
\_\_\_\_\_

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

**ATTORNEYS**

Seller's attorney: \_\_\_\_\_ Buyer's attorney: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

Phone & Fax: \_\_\_\_\_ Phone & Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_ E-mail: \_\_\_\_\_

Seller's attorney requests copies of documents, notices, and other information:

- the title company sends to Seller.
- Buyer sends to Seller.

Buyer's attorney requests copies of documents, notices, and other information:

- the title company sends to Buyer.
- Seller sends to Buyer.

**ESCROW RECEIPT**

The title company acknowledges receipt of:

- A. the contract on this day \_\_\_\_\_ (effective date);
- B. earnest money in the amount of \$ \_\_\_\_\_ in the form of \_\_\_\_\_ on \_\_\_\_\_.

Title company: \_\_\_\_\_ Address: \_\_\_\_\_

By: \_\_\_\_\_ Phone & Fax: \_\_\_\_\_

Assigned file number (GF#): \_\_\_\_\_ E-mail: \_\_\_\_\_



COMMERCIAL CONTRACT EXHIBIT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED. ©Texas Association of REALTORS®, Inc. 2010

EXHIBIT A
TO COMMERCIAL CONTRACT BETWEEN THE UNDERSIGNED CONCERNING THE PROPERTY AT
403 King St, Everman, TX 76140

Estimated completion date(s) for all 3 phases - 8 months from the execution of this contract.

The Groups total investment figures - 8.2 million to build plus the cost of engineering and replatting of land.

A Fence/Buffer on both sides and rear of property will be included in condo development.

All 19 bottom facilities to be used for retail only.

19 Retail spaces will be available for Restaurants/Beverage/Brewery/Candy store/Ice Cream shop; and other retail geared toward entertainment enjoyment or sales

No Section 8 housing.

The Seller EDC will provide the land/lots as the incentive for this project (estimated value: \$330,000)

The Seller will have the area rezoned prior to closing.

The Seller will close King Street from Race to the rear property line and will sell this property to buyer in this contract as well.

The lots must be replated into one by the Buyer.

Seller: City of Eveman

By:
By (signature):
Printed Name: Craig Spencer
Title: City Manager

By:
By (signature):
Printed Name: Ray Richardson
Title: EDC President

(TXR-1937) 1-26-10

Buyer: Munay Development Partners LLC

By:
By (signature):
Printed Name: Alvaro Munoz
Title: MUNAY DEVELOPMENT PARTNERS LLC owner

By:
By (signature):
Printed Name: Fernando Urcelay
Title: MUNAY DEVELOPMENT PARTNERS LLC owner

By:
Printed Name: Juan Enrique Munoz

Munay Development Partners LLC Owner

<b>TITLE</b>	Updated Contract for Everman lots
<b>FILE NAME</b>	Contract for Sale...o Development.pdf
<b>DOCUMENT ID</b>	fc09ccb3a2a857348bdd6841bca14eae89f712ae
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	● Signed

### Document History



**08 / 24 / 2022**  
18:09:02 UTC

Sent for signature to Alvaro Munoz` (alvaro.munoz999@icloud.com), Fernando Enrique Urcelay (fernandogmx@aol.com) and Juan Enrique Munoz (quique4524@gmail.com) from maryrosekent@gmail.com  
IP: 47.222.14.122



**08 / 24 / 2022**  
18:09:42 UTC

Viewed by Juan Enrique Munoz (quique4524@gmail.com)  
IP: 166.205.209.22



**08 / 24 / 2022**  
19:32:20 UTC

Viewed by Fernando Enrique Urcelay (fernandogmx@aol.com)  
IP: 76.234.144.224



**08 / 24 / 2022**  
19:33:49 UTC

Signed by Fernando Enrique Urcelay (fernandogmx@aol.com)  
IP: 76.234.144.224



**08 / 26 / 2022**  
21:45:52 UTC

Signed by Juan Enrique Munoz (quique4524@gmail.com)  
IP: 166.205.209.22

<b>TITLE</b>	Updated Contract for Everman lots
<b>FILE NAME</b>	Contract for Sale...o Development.pdf
<b>DOCUMENT ID</b>	fc09ccb3a2a857348bdd6841bca14eae89f712ae
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	● Signed

### Document History



**08 / 27 / 2022**  
 16:50:36 UTC

Viewed by Alvaro Munoz` (alvaro.munoz999@icloud.com)  
 IP: 174.194.135.138



**08 / 27 / 2022**  
 16:53:20 UTC

Signed by Alvaro Munoz` (alvaro.munoz999@icloud.com)  
 IP: 174.194.135.138



**08 / 27 / 2022**  
 16:53:20 UTC

The document has been completed.

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

**SPECIAL WARRANTY DEED**

**STATE OF TEXAS           §  
  §           **KNOW ALL MEN BY THESE PRESENTS:**  
COUNTY OF TARRANT §**

Grantor:           Everman Economic Development Corporation (“EEDC”)

                  Mailing Address:  
  
                  212 N. Race Street  
                  Everman, Texas 76140

Grantee:           Muney Development Partners LLC (“Muney”)

                  Mailing Address:  
  
                  520 W. Kellis Street  
                  Fort Worth, Texas 76115-1323

Consideration:       The sum of Ten Dollars and no cents (\$10.00) and for other good and valuable consideration, including the consideration given pursuant to the Restriction Agreement between the City of Everman and Muney (“Restriction Agreement”).

The Property:  
  
                  Lot 11R (405 King Street), and Lot 12R (403 King Street), Block 2, Eureka Addition to the City of Everman, Tarrant County, Texas, according to the plat recorded in Volume 388-164, Page 9, Plat Records, Tarrant County, Texas.

Conveyance:  
  
                  For and in consideration of the sum of Ten Dollars and no cents (\$10.00) and for other good and valuable consideration, including the consideration given pursuant to the Restriction Agreement, the receipt and sufficiency of which are hereby acknowledged,

Grantor does hereby bargain, sell, and convey unto the Grantee and its successors and assigns, the Property described above subject to the warranty of title and the reservations from and exceptions to conveyance and warranty described below.

Warranty of Title:

Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof through Grantor, but not otherwise, except as to the reservations from and exceptions to conveyance and warranty.

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance and warranty are made expressly subject to the restrictions, covenants, conditions, and terms included in the Restriction Agreement between the City of Everman and Munev dated September \_\_\_\_, 2022.

Grantor, for itself and its successors and assigns, reserves unto Grantor any right, title, or interest of Grantor in and to adjacent streets, alleys, or right-of-way. Grantor, for itself and its successors and assigns, reserves and excepts all easements of record, all of the oil, gas, and other mineral interests, including any rights to water, in and under the land herein conveyed, all mineral conveyances and severances, mineral leases of record.

The conveyance of the Property is "as-is." Munev has inspected the Property and accepts it "as-is" and acknowledges that the EEDC makes no warranty or representation that the Property is suitable for Munev's intended use.

Executed the \_\_\_\_ day of \_\_\_\_\_, 2022.

**Everman Economic Development Corporation**  
Grantor

BY: \_\_\_\_\_  
Ray Richardson, President

**ACKNOWLEDGMENT AND AFFIDAVIT**

**STATE OF TEXAS**           §  
  §  
**COUNTY OF TARRANT** §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, who after being by me first duly sworn, stated that he/she executed this deed for the purposes and consideration stated therein.

\_\_\_\_\_  
Notary Public in and for the State of Texas

\_\_\_\_\_  
Type or Print Notary's Name

My Commission Expires:

\_\_\_\_\_

**Muney Development Partners, LLC**  
Grantee

BY: \_\_\_\_\_  
Alvaro Munoz, Jr., Owner

BY: \_\_\_\_\_  
Fernando Urcelay, Owner

BY: \_\_\_\_\_  
Juan Enrique Munoz, Owner

**ACKNOWLEDGMENT AND AFFIDAVIT**

**STATE OF TEXAS** §  
§  
**COUNTY OF TARRANT** §

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**ACKNOWLEDGMENT AND AFFIDAVIT**

**STATE OF TEXAS**       §  
                                  §  
**COUNTY OF TARRANT** §

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**ACKNOWLEDGMENT AND AFFIDAVIT**

**STATE OF TEXAS**       §  
                                  §  
**COUNTY OF TARRANT** §

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\_\_\_\_\_  
Notary Public in and for the State of Texas

\_\_\_\_\_  
Type or Print Notary's Name

My Commission Expires:  
  
\_\_\_\_\_



AFTER FILING PLEASE RETURN TO:

Mindi Parks  
City Secretary  
City of Everman  
212 N. Race St.  
Everman, Texas 76140  
817-293-0525  
Fax: 817-551-7549



Conveyance:

For and in consideration of the sum of Ten Dollars and no cents (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby bargain, sell, and convey unto the Grantee and its successors and assigns, the Property described above subject to the warranty of title and the reservations from and exceptions to conveyance and warranty described below.

Warranty of Title:

Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof through Grantor, but not otherwise, except as to the reservations from and exceptions to conveyance and warranty.

Reservations from and Exceptions to Conveyance and Warranty:

Grantor, for itself and its successors and assigns, reserves unto Grantor any right, title, or interest of Grantor in and to adjacent streets, alleys, or right-of-way. Grantor, for itself and its successors and assigns, reserves and excepts all easements of record, all of the oil, gas, and other mineral interests, including any rights to water, in and under the land herein conveyed, all mineral conveyances and severances, mineral leases of record.

The conveyance of the Property is "as-is." Munez has inspected the Property and accepts it "as-is" and acknowledges that the EEDC makes no warranty or representation that the Property is suitable for Munez's intended use.

Executed the \_\_\_ day of \_\_\_\_\_, 2022.

**Everman Economic Development Corporation**  
Grantor

BY: \_\_\_\_\_  
Ray Richardson, President

**ACKNOWLEDGMENT AND AFFIDAVIT**

**STATE OF TEXAS**           §  
  §  
**COUNTY OF TARRANT**   §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, who after being by me first duly sworn, stated that he/she executed this deed for the purposes and consideration stated therein.

\_\_\_\_\_  
Notary Public in and for the State of Texas

\_\_\_\_\_  
Type or Print Notary's Name

My Commission Expires:

\_\_\_\_\_

**Muney Development Partners, LLC**  
Grantee

BY: \_\_\_\_\_  
Alvaro Munoz, Jr., Owner

BY: \_\_\_\_\_  
Fernando Urcelay, Owner

BY: \_\_\_\_\_  
Juan Enrique Munoz, Owner

**ACKNOWLEDGMENT AND AFFIDAVIT**

**STATE OF TEXAS** §  
§  
**COUNTY OF TARRANT** §

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\_\_\_\_\_  
Notary Public in and for the State of Texas

\_\_\_\_\_  
Type or Print Notary's Name

My Commission Expires:

\_\_\_\_\_

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City Secretary  
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Fax: 817-551-7549