

RESOLUTION NO. 02-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A PROGRAM TO PROMOTE LOCAL ECONOMIC DEVELOPMENT AND STIMULATE BUSINESS AND COMMERCIAL ACTIVITY IN THE CITY; AUTHORIZING THE CITY MANAGER TO FINALIZE AND EXECUTE AN ECONOMIC DEVELOPMENT PROGRAM AGREEMENT AND TIRZ NO. 2 REIMBURSEMENT AGREEMENT FOR SUCH PURPOSES BY AND BETWEEN THE CITY OF MESQUITE, ELEANOR SUE CARROLL (“OWNER”) AND THE BOARD OF DIRECTORS OF REINVESTMENT ZONE NO. 2, CITY OF MESQUITE, TEXAS (TOWNE CENTRE) (TIRZ), FOR THE CONSTRUCTION OF IMPROVEMENTS TO PROPERTY LOCATED AT 215 WEST MAIN STREET IN MESQUITE, TEXAS AND THE GRANTING TO THE OWNER OF CERTAIN TIRZ REIMBURSEMENTS AND ECONOMIC DEVELOPMENT INCENTIVES; AND AUTHORIZING THE CITY MANAGER TO TAKE SUCH ACTIONS AND EXECUTE SUCH DOCUMENTS AS ARE NECESSARY OR ADVISABLE TO CONSUMMATE THE TRANSACTIONS CONTEMPLATED BY THE AGREEMENT, AND ADMINISTER THE AGREEMENT ON BEHALF OF THE CITY.

WHEREAS, Chapter 380 of the Texas Local Government Code authorizes the City of Mesquite, Texas (the “**City**”), and other municipalities to establish and provide for the administration of programs that promote local economic development and stimulate business and commercial activity; and

WHEREAS, the City Council has been presented with a proposed agreement providing economic incentives and tax increment reinvestment zone (“**TIRZ**”) reimbursements to Eleanor Sue Carroll, an individual and resident of Combine, Dallas County, Texas (“**Owner**”), for the construction of improvements to property located in the City’s historic downtown area, a copy of said agreement being attached hereto as Exhibit 1 and incorporated herein by reference (the “**Agreement**”); and

WHEREAS, the proposed construction of improvements is to property located at 215 West Main Street in the City of Mesquite, Dallas County, Texas (the “**Property**”), and as more particularly described and/or depicted in the Agreement; and

WHEREAS, the City would like to encourage the construction of improvements to the Property by granting certain economic development incentives and TIRZ reimbursements to the Owner; and

WHEREAS, the Property is in need of improvements in order to attract tenants that will provide services and draw customers to the City’s historic downtown area; and

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WHEREAS, the construction of improvements to the Property will increase the taxable value of the Property thereby adding value to the City's tax rolls and increasing the ad valorem property taxes to be collected by the City; and

WHEREAS, after holding a public hearing and upon full review and consideration of the Agreement and all matters attendant and related thereto, the City Council is of the opinion that the Agreement will assist in implementing a program whereby local economic development will be promoted, and business and commercial activity will be stimulated in the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS:

SECTION 1. The facts, findings, and recitations contained in the preamble of this resolution are hereby found and declared to be true and correct and are incorporated and adopted as part of this resolution for all purposes.

SECTION 2. That the City Council finds that the terms of the proposed Agreement by and between the City, the Owner, and the Board of Directors for Reinvestment Zone No. 2, City of Mesquite, Texas (Towne Center), a copy of which is attached hereto as Exhibit 1 and incorporated herein by reference, will benefit the City and will accomplish the public purpose of promoting local economic development and stimulating business and commercial activity in the City in accordance with Section 380.001 of the Texas Local Government Code.

SECTION 3. That the City Council hereby adopts an economic development program whereby, subject to the terms and conditions of the Agreement, the City will provide economic development incentives and TIRZ reimbursements to the Owner and take other specified actions as more fully set forth in the Agreement in accordance with the terms and subject to the conditions outlined in the Agreement.

SECTION 4. That the terms and conditions of the Agreement, having been reviewed by the City Council and found to be acceptable and in the best interest of the City and its citizens, are hereby approved.

SECTION 5. That the City Manager is hereby authorized to finalize and execute the Agreement and all other documents necessary to consummate the transactions contemplated by the Agreement.

SECTION 6. That the City Manager is further hereby authorized to administer the Agreement on behalf of the City including, without limitation, the City Manager shall have the authority to: (i) provide any notices required or permitted by the Agreement; (ii) approve amendments to the Agreement provided such amendments, together with all previous amendments approved by the City Manager, do not increase City expenditures under the Agreement in excess of \$100,000; (iii) approve or deny any matter in the Agreement that requires the consent of the City provided, however, notwithstanding the foregoing, any assignment of the Agreement that

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requires the consent of the City pursuant to the terms of the Agreement shall require the approval of the City Council; (iv) approve or deny the waiver of performance of any covenant, duty, agreement, term or condition of the Agreement; (v) exercise any rights and remedies available to the City under the Agreement; and (vi) execute any notices, amendments, approvals, consents, denials and waivers authorized by this Section 6 provided, however, notwithstanding anything contained herein to the contrary, the authority of the City Manager pursuant to this Section 6 shall not include the authority to take any action that cannot be delegated by the City Council or that is within the City Council’s legislative functions.

SECTION 7. That the sections, paragraphs, sentences, clauses, and phrases of this Resolution are severable and, if any phrase, clause, sentence, paragraph, or section of this Resolution should be declared invalid, illegal, or unenforceable by the final judgment or decree of any court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the validity, legality, or enforceability of any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Resolution and such remaining provisions shall remain in full force and effect and shall be construed and enforced as if the invalid, illegal, or unenforceable provision had never been included in this Resolution.

DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 21st day of January 2025.

Signed by:  
*Daniel Aleman*  
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Daniel Alemán, Jr.  
Mayor

ATTEST:

DocuSigned by:  
*Sonja Land*  
C2518095973F46A...

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Sonja Land  
City Secretary

APPROVED AS TO LEGAL FORM:

Signed by:  
*David L. Paschall*  
666E18891208434...

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David L. Paschall  
City Attorney

**EXHIBIT 1**

**ECONOMIC DEVELOPMENT PROGRAM AGREEMENT**

**AND TIRZ NO. 2 REIMBURSEMENT AGREEMENT**

**BETWEEN**

**THE CITY OF MESQUITE, TEXAS,**

**THE BOARD OF DIRECTORS OF REINVESTMENT ZONE NO. 2,  
CITY OF MESQUITE, TEXAS (TOWNE CENTRE) (TIRZ)**

**AND**

**ELEANOR SUE CARROLL**

**ECONOMIC DEVELOPMENT PROGRAM AGREEMENT AND**  
**TIRZ NO. 2 REIMBURSEMENT AGREEMENT**

**(Chapter 380 Agreement)**

This Economic Development Program Agreement and TIRZ No. 2 Reimbursement Agreement (“**Agreement**”) is made and entered into by and between the City of Mesquite, a Texas home rule municipality (“**City**”), Board of Directors of Reinvestment Zone No. 2, City of Mesquite, Texas (Towne Centre) (“**Board**”) and Eleanor Sue Carroll, an individual and resident of Combine, Dallas County, Texas (“**Owner**”), for the purposes and considerations stated below:

**W I T N E S S E T H:**

**WHEREAS**, all capitalized terms used herein shall have the meanings set forth in this Agreement; and

**WHEREAS**, the City, Board and Owner may each hereinafter be referred to as a “**Party**,” and may collectively be referred to as the “**Parties**” to this Agreement; and

**WHEREAS**, Owner currently owns land and improvements, being more particularly described and depicted in **Exhibit A** attached hereto and made a part hereof and located at 215 W. Main Street, Mesquite, Texas 75149 (the “**Property**”) and that is located within Tax Increment Reinvestment Zone No. 2, Mesquite, Texas (Towne Centre) (“**Zone**”); and

**WHEREAS**, the Property is located in the City’s historic downtown area which the City seeks to have redeveloped and for which the Zone was, in part, established; and

**WHEREAS**, the Property is in need of improvements in order to attract tenants that will provide services and draw customers to the City’s historic downtown area; and

**WHEREAS**, improvements to the Property consisting of a firewall and separation doorway are necessary in order to make the Property attractive to new tenants resulting in increased property values, sales taxes and business activity in the downtown area; and

**WHEREAS**, the Owner has advised the City and Board that a contributing factor inducing the Owner to make improvements to the Property is the agreement by the City and Board to provide economic development incentives to the Owner under the terms and conditions more fully set forth in this Agreement; and

**WHEREAS**, the City is in need of public restroom facilities in the area of the Property and the Owner has agreed to make its restroom facilities available to the public as provided herein and a contributing factor inducing the City and Board to grant the economic development incentives to Owner and a condition precedent to such incentives is Owner’s agreement to make the restroom facilities available to the public under the terms and conditions more fully set forth in this Agreement; and

**WHEREAS**, the City has established an Economic Development Program pursuant to § 380.001 of the Texas Local Government Code (“**Program**”) and authorizes this Agreement as part of the Program; and

**WHEREAS**, the Owner desires to participate in the Program by entering into this Agreement; and

**WHEREAS**, the City Council finds and determines that improving the Property will benefit the City and its citizens because, *inter alia*, it will: (i) promote local economic development and stimulate business and commercial activity in the City; (ii) increase the productive life and the taxable value of the Property thereby adding value to the City's tax rolls and increasing the ad valorem taxes to be collected by the City; and (iii) attract new tenants to the Property which will: (a) increase the taxable value of inventory and business personal property at the Property thereby adding value to the City's tax rolls and increasing the ad valorem personal property taxes to be collected by the City; (b) increase the sales taxes collected by the City; (c) create new employment opportunities in the City; and (e) draw more customers to the City historic downtown area; and

**WHEREAS**, the City Council finds and determines that this Agreement will effectuate the purposes set forth in the Program and that the granting of the economic development incentives more fully set forth herein on the terms and subject to the conditions more fully set forth herein will benefit the City and Zone and will accomplish the public purpose of promoting local economic development and stimulating business and commercial activity in the City and the Zone.

**NOW, THEREFORE**, 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 I Incorporation of Recitals**

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered a part of the mutual covenants, consideration and promises that bind the Parties.

#### **ARTICLE II Definitions**

As used herein, the following terms shall have the following meanings:

“Act” shall mean the Tax Increment Financing Act, Title 3, Subtitle B, Chapter 311 of the Texas Tax Code.

“Agreement” shall mean this agreement together with all exhibits attached hereto.

“Board” shall have the meaning ascribed in the above recitals.

“Building” shall mean the building and improvements located on the Property and owned by Owner as further described on **Exhibit A**, existing as of the Effective Date and during the Term.

“Capital Improvements” shall mean the Capital Improvements identified and depicted as Capital Improvements in **Exhibit B** to this Agreement.

“Capital Expenditure” shall mean expenditures on the Capital Improvements by Owner.

“Capital Expenditure Certificate” shall mean a report and certificate submitted by Owner to the City and Board showing the amount of the Capital Expenditure made by Owner for the Capital Improvements. With respect to a Capital Expenditure Certificate, the Parties agree that only expenditures made for the Capital Improvements shall be included in the expenditures reported in a Capital Expenditure Certificate.

“Certificate of Compliance” shall mean a certificate in such form as is reasonably acceptable to the City and Board executed on by Owner certifying to the City and Board: (i) that all Article VII Conditions Precedent at the time of presentation of the Certificate of Compliance have been satisfied and are continuing; (ii) that Owner has complied with and is in compliance with Owner’s Additional Covenants provided in Article VI; and (ii) that to the knowledge of Owner no default then exists by Owner under the terms of this Agreement and that no event exists which, but for notice, the lapse of time, or both, would constitute a default by Owner under the terms of this Agreement. As used in this paragraph the terms “knowledge” or “knowingly” means the actual, then-current knowledge of Owner and Owner’s agents.

“City” shall mean the City of Mesquite, a Texas home rule municipality.

“City Council” shall mean the governing body of the City.

“Conditions Precedent” shall have the meanings set forth in Article VII of this Agreement.

“Effective Date” shall mean the date Owner, the City and the Board execute this Agreement if all Parties execute this Agreement on the same date. If the Parties execute this Agreement on different dates, any reference to the “Effective Date” shall mean the later of the dates this Agreement is executed by Owner, the City and the Board.

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

“Impositions” shall mean all taxes, assessments, impact fees, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authorities, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Owner or any property or any business owned by Owner.

“Incentive Grant” and shall mean the economic development incentive to be paid by the City and/or Board to Owner as specified in Article VIII of this Agreement, pursuant to the terms and subject to the conditions and limitations set forth in this Agreement.

“Incentive Payment” shall mean the actual payment of the Incentive Grant from the City and/or Board to Owner as set forth in this Agreement.

“Maximum Incentive Amount” shall mean the maximum amount of economic development incentives, whether paid by the City or Board as a TIRZ Reimbursement or a combination thereof, payable under the terms of this Agreement, which is the collective sum of EIGHTEEN THOUSAND SEVEN HUNDRED EIGHTY-ONE AND 83/100 DOLLARS (\$18,781.83).

“Maximum Lawful Rate” shall mean the maximum lawful rate of non-usurious interest that may be contracted for, charged, taken, received or reserved by the City or Board in accordance with the applicable laws of the State of Texas (or applicable United States federal law to the extent that such law permits the City or Board to contract for, charge, take, receive or reserve a greater amount of interest than under Texas law).

“Owner” shall mean Eleanor Sue Carroll and her employees, agents, successors and assigns only as permitted by this Agreement.

“Party” and “Parties” shall have the meanings set forth in the Recitals to this Agreement.

“Person” or “Persons” shall mean one or more individual(s) or corporation(s), general or limited partnership(s), limited liability Owner(s), trust(s), estate(s), unincorporated business(es), organization(s), association(s) or any other entity(s) of any kind.

“Primary Use” shall mean goods sold or services provided by a tenant or occupant of leased space in or upon the Property that generate more than 40% of the total sales of such tenant or occupant on an annual basis.

“Program” shall have the meaning set forth in the recitals to this Agreement.

“Property” shall mean the real property described and depicted in **Exhibit A** attached hereto and made a part hereof for all purposes.

“Tenants” shall mean the tenants of Owner at the Property.

“Term” shall have the meaning set forth in Article IV of this Agreement.

“TIRZ Funds” shall mean the increment from ad valorem real property taxes levied and collected by the City solely on the captured appraised value of property located in the Zone, which shall be contained in the fund established by the City for the deposit of Zone funds in accordance with the Act and the governing documents of the Zone adopted in accordance with the Act.

“TIRZ Reimbursement” shall have the meaning in Section 8.4.

“Undocumented Workers” shall mean individuals who, at the time of employment with the Owner, are not: (i) lawfully admitted for permanent residence to the United States or are not authorized under law to be employed in that manner in the United States; and (ii) such other Persons as are included within the definition of undocumented workers pursuant to 8 U.S.C. § 1324a (f) and/or or any other applicable state and/or federal law or regulation.

“Zone” shall have the meaning ascribed in the above recitals.



### **ARTICLE III Authority for Agreement**

This Agreement is authorized by Article III, Section 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code. The City Council finds and determines that substantial economic benefit will accrue to the City as a result of the renovation and redevelopment of the Property because, *inter alia*, the renovation and redevelopment of the Property will: (i) promote local economic development and stimulate business and commercial activity in the City; (ii) result in substantial visual improvements to a high profile street in the City; (iii) increase the productive life and the taxable value of the Property thereby adding value to the City's tax rolls and increasing the ad valorem taxes to be collected by the City; (iv) attract new Tenants to the Property which will: (a) increase the taxable value of inventory and business personal property at the Property thereby adding value to the City's tax rolls and increasing the ad valorem personal property taxes to be collected by the City; (b) increase the sales taxes collected by the City; and (c) create new employment opportunities in the City and accordingly, the value of the benefits of this Agreement to the City outweigh the amount of incentives to be paid by the City under this Agreement.

### **ARTICLE IV Term**

The Term of this Agreement shall commence on the Effective Date and shall continue until the earlier of: (i) the date this Agreement is terminated by the City, Board or the Owner pursuant to a right to terminate as expressly provided herein; (ii) the date this Agreement automatically terminates as provided herein; or (iii) **March 31, 2030** ("Term").

### **ARTICLE V Owner's Covenants Regarding Undocumented Workers**

5.1 Covenant Not to Employ Undocumented Workers. The Owner hereby certifies that the Owner does not knowingly employ any Undocumented Workers and the Owner hereby covenants and agrees that the Owner will not knowingly employ any Undocumented Workers during the Term of this Agreement.

5.2 Covenant to Notify City of Conviction for Undocumented Workers. The Owner further hereby covenants and agrees to provide the City with written notice of any conviction of the Owner of a knowing violation under 8 U.S.C. § 1324a(f) within thirty (30) days from the date of such conviction.

5.3 Repayment of Incentive Grants in Event of Conviction for Employing Undocumented Workers. If, after receiving any Incentive Grant payment under the terms of this Agreement, the Owner is convicted of a violation under 8 U.S.C. § 1324a(f), the Owner shall pay to the City, not later than the 120<sup>th</sup> day after the date the City notifies the Owner of the violation, an amount equal to the total amount of all Incentive Grant payments paid by the City to the Owner under the terms of this Agreement plus interest at the rate equal to the *lesser* of: (i) the Maximum Lawful Rate; or (ii) five percent (5%) per annum, such interest rate to be calculated on each such Incentive Grant payment from the date each such Incentive Grant payment was paid by the City to the Owner until the date repaid by the Owner to the City and such interest rate shall adjust periodically as of the date of any change in the Maximum Lawful Rate.

5.4 Limitation on Incentive Grant Payments. The City shall have no obligation to make any Incentive Grant payments to the Owner if the Owner, or any branch, division or department of the Owner, is convicted of a violation under 8 U.S.C. § 1324a(f).

5.5 Remedies. The City shall have the right to exercise all remedies available by law to collect any sums due by the Owner to the City pursuant to this Article V including, without limitation, all remedies available pursuant to Chapter 2264 of the Texas Government Code.

## **ARTICLE VI**

### **Owner's Additional Covenants**

6.1 Owner's Additional Covenants. In consideration of the City's and Board's agreement to make the Incentive Grant payments to the Owner as more fully set forth herein, the Owner covenants and agrees to comply with each and every one of the following covenants during the Term of this Agreement:

1. *Ownership.* The Property is currently titled in the name of Paul S. Carroll, Jr. (“**Mr. Carroll**”). In order to induce the City to enter into this Agreement with Owner, Owner makes these representations to the City upon which Owner intends for City to rely and Owner acknowledges the City does rely on these representations in entering into this Agreement. Owner and Mr. Carroll were married on August 29, 1963. Owner and Mr. Carroll were never divorced. Mr. Carroll never married prior to marrying Owner. Mr. Carroll died on March 27, 2008. Owner and Mr. Carroll had the following two children during their marriage: Lillian Kay Carroll and Paul Sheppard Carroll, III. Mr. Carroll did not adopt any children during his lifetime and did not father any other children. Though Mr. Carroll inherited the Property while married to Owner, community funds belonging to both Owner and Mr. Carroll were consistently used for the care and maintenance of the Property and for payment of all other expenses relating to the Property such as insurance and taxes; Mr. Carroll did not maintain a separate property account to fund such expenses. Though Mr. Carroll left a Will dated April 29, 1970, the Will was never probated; the April 29, 1970 Will is the only known Will of Mr. Carroll. Owner claims exclusive and sole ownership of the Property to the exclusion of any other interests of any person or entity.
2. *Documentation.* To deliver to the City or Board within thirty (30) days after written request, copies of such invoices, payment records and other documentation as the City or Board may reasonably request to confirm compliance by the Owner with its covenants in this Agreement, including but not limited to Articles VI and VII;
3. *Ongoing Operation.* To operate the Property exclusively for only the uses permitted under the current zoning applicable to the Property during the Term of this Agreement. Notwithstanding the foregoing, the Owner covenants and agrees that during the Term of this Agreement, the Owner will not enter into any oral and/or written leases or otherwise knowingly permit the use of all or any portion of the Property for any one or more of the following uses as a Primary Use: (a) stores selling electronic cigarettes or other oral devices as a Primary Use that allow users to inhale a vapor of liquid nicotine or other substances including, without limitation, e-cigarettes, e-cigars, e-pipes, e-hookahs, and/or vape pipes; and (b) tobacco stores

as a Primary Use. The Owner further covenants and agrees that during the Term of this Agreement, the Owner will not enter into any oral and/or written leases or otherwise knowingly permit the use of all or any portion of the Property for any one or more of the following uses as a Primary Use:

- (i) Steam or Turkish baths, massage parlors that exist for reasons beyond therapeutic massage (i.e., lascivious purposes), and tattoo and/or piercing parlors;
  - (ii) Bars and restaurants operated for members of civic and social organizations, alumni associations, granges, automobile clubs (except travel), parent-teacher associations, booster clubs, scouting organizations, ethnic associations, social clubs, fraternal lodges and veterans' membership organizations;
  - (iii) Churches, religious shrines, monasteries (except schools), synagogues, religious mosques and religious temples;
  - (iv) Gifts, novelty or souvenir stores that as a Primary Use sell items of a sexually lewd or offensive nature, or of paraphernalia that may be used with illegal drugs; and
  - (v) Pawn shops (and specifically excluding consignment, second-hand and vintage stores);
4. *Tenants and Leases.* Owner represents to City and Board that no person or entity has any right of use of the Property under a lease or any other agreement for occupancy of the Property. Owner further agrees that, during the Term of this Agreement, that each and every lease or other agreement of Owner with any other person or entity for use of the Property shall expressly reference the City and public's rights of use under the License Agreement, that the terms of any such lease or other agreement shall be subordinated and expressly made subject to the City and public's rights of use under the License Agreement and shall express the City's right to specifically enforce performance of the License Agreement, and that a copy of the executed and file-marked License Agreement shall be attached as an exhibit to each such lease or other agreement.
5. *Inspections.* To provide the City, it's agents and employees with access to the Property at such times as the City may reasonably request to conduct such inspections as the City reasonably deems necessary in order to confirm compliance by the Owner with the terms and provisions of this Agreement, subject to the rights of tenants;
6. *Owner Representative.* To provide a representative of the Owner to the City during all inspections of the Property conducted by the City;
7. *Payment of Taxes.* To timely pay all ad valorem taxes assessed against the Property and Building during the Term of this Agreement prior to the date such taxes become delinquent;

8. *Fees Paid.* The Owner shall have timely paid all Impositions arising during the Term of this Agreement;
9. *Compliance with Applicable Laws.* To maintain the Property in good repair and condition at all times, which at a minimum shall mean meeting or exceeding all Federal, State and Local laws and regulations, including but not limited to the City's Code of Ordinances and terms of this Agreement, applicable to the Property and the activities thereon; and
10. *Other Agreements.* To keep and perform all terms, provisions, agreements, covenants, conditions and obligations to be kept or performed by the Owner under the terms of this Agreement and all other agreements now or hereafter existing between the Owner and the City or Board including but not limited to the License Agreement attached hereto as **Exhibit C** and incorporated herein by reference. Owner and Owner's agents shall not interfere with the City's and public's exercise of rights under the License Agreement during the term of the License Agreement.

## **ARTICLE VII**

### **Conditions Precedent to Payment of Incentive Grant**

7.1 Conditions Precedent to Payment of the Incentive Grant. The Parties hereby expressly acknowledge and agree that the City's or Board's obligation to pay the Incentive Grant, or any portion thereof, is expressly conditioned upon the satisfaction of each and every one of the following conditions precedent (individually a "**Condition Precedent**" and collectively the "**Conditions Precedent**"):

1. *Capital Expenditures.* To make a Capital Expenditure at the Property for the Capital Improvements no later than **March 31, 2025**. When calculating such Capital Expenditures, the Parties agree that no expenditure shall be included as part of the Capital Expenditures unless the expenditure is for the Capital Improvements. Even if the actual and total Capital Expenditures are more than \$32,367.16 (as shown in the Capital Improvement estimates attached hereto as Exhibit B), the Maximum Incentive Amount shall not, under any circumstances, exceed \$18,781.83;
2. *Completion of Capital Improvements.* To be considered for the Incentive Payment, the Capital Improvements must be completed on or before **March 31, 2025**, and prior to the date payment is requested. Capital Improvements shall be considered completed when evidenced by the issuance by the City of a final inspection, final green tag, certificate of completion, or other equivalent, confirming completion of the requirements of the building permit issued by the City in connection with the construction of the Capital Improvements. Notwithstanding anything contained herein, including but not limited to Exhibit B hereto, all Capital Improvements shall be constructed in accordance with all applicable laws;
3. *Request for Payment.* The Owner shall have submitted to the City and Board a written request for payment of the Incentive Grant, a true, correct and accurate Certificate of Compliance, and a true, correct and accurate Capital Expenditure Certificate, on or before **March 31, 2025**; and

4. *License Agreement.* On or before **March 31, 2025**, The Owner shall have executed and provided to the City an original License Agreement generally in the form attached hereto as Exhibit C and that is agreeable to the Parties for recording in the official records of Dallas County, Texas. It is understood and agreed between all Parties that each Party maintains the right to subjectively determine whether the License Agreement is satisfactory to that Party, and that in the event the Parties are unable to come to an agreement on the form of a License Agreement that is acceptable to all Parties that no Incentive Payment is due and owing by the City, Board or Zone to the Owner under any circumstances whatsoever, including but not limited to Owner's otherwise complete performance of this Agreement. But for obtaining a License Agreement in a form satisfactory to the City and Board, the City and Board would not enter into this Agreement.
5. *Automatic Termination.* Failure of the Owner to (i) make the Capital Expenditures and by March 31, 2025, (ii) complete the Capital Improvements by March 31, 2025, and (iii) submit to the City and Board a written request for payment of the Incentive Grant, a true, correct and accurate Certificate of Compliance and a true, correct and accurate Capital Expenditure Certificate on or before March 31, 2025, will result in automatic termination of this Agreement and forfeiture by Owner of the Incentive Grant and/or of any further Incentive Payments under this Agreement. This is in addition to any other remedies available to the City or Board under this Agreement or law
6. *Maximum Incentive Amount.* The amount of the Incentive Payment being requested shall not exceed the Maximum Incentive Amount.
7. *Compliance with Agreement.* The Owner shall be in compliance with all terms, provisions, agreements, covenants, conditions and obligations to be kept or performed by the Owner pursuant to the terms of this Agreement, including but not limited to Owner's Additional Covenants in Article VI of this Agreement, and all other agreement(s) now and hereafter existing between the Owner and the City, and no default by the Owner shall then exist under the terms of such agreements(s) beyond any applicable grace or cure period;
8. *Undocumented Workers.* As of the date of an Incentive Grant payment is requested and at all times during the Term of this Agreement prior to the Incentive Payment, the Owner shall not have knowingly employed Undocumented Workers to work for the Owner or any branch, division or department of the Owner;

**ARTICLE VIII**  
**Economic Development Incentives**

8.1 Economic Development Grant. Provided all Conditions Precedent are satisfied and are then continuing, and subject to the limitations set forth in this Agreement including, without limitation, Section 8.3 below, the City and/or Board shall pay a one-time Incentive Grant to the Owner equal to the Capital Expenditures paid by the Owner to make Capital Improvements to the Property which are commenced and completed in accordance with this Agreement and on or before

**March 31, 2025**, but not in any event or under any circumstances to exceed a total of EIGHTEEN THOUSAND SEVEN HUNDRED EIGHTY-ONE AND 83/100 DOLLARS (\$18,781.83).

8.2 Payment Date for Incentive Grant. Provided all Conditions Precedent are satisfied and are then continuing including, without limitation, the Maximum Incentive Amount has not been satisfied, the Incentive Grant due and payable pursuant to Section 8.1 of this Agreement shall be paid by the City and/or Board to the Owner in accordance with this Agreement. A one-time request for the Incentive Payment for Capital Improvements may be submitted at any time on or before **March 31, 2025** and will be processed and, if approved, paid by the City and/or Board within a reasonable timeframe.

8.3 Limitation on Incentive Grant and Payment. Notwithstanding anything contained herein to the contrary, (i) the maximum amount of Incentive Grant and Incentive Payment payable under the terms of this Agreement is the Maximum Incentive Amount of EIGHTEEN THOUSAND SEVEN HUNDRED EIGHTY-ONE AND 83/100 DOLLARS (\$18,781.83); (ii) no Incentive Payment shall be due or payable for any Capital Improvements made prior to the Effective Date; (iii) no Incentive Payment shall be due or payable for any Capital Improvements made after **March 31, 2025**; and (iv) no Incentive Payment shall be due or payable if the Parties do not agree on the form of the License Agreement and such License Agreement is executed by Owner. If there is any conflict between this Section 8.3 and any other term or provision of this Agreement, this Section 8.3 shall control.

8.4 Funds Available for Payment of Economic Development Incentives. The grants of economic development incentives payable by the City and/or Board to the Owner as more fully set forth in this Agreement are not secured by a pledge of ad valorem taxes or financed by the issuance of any bonds or other obligations payable from ad valorem taxes of the City. All Incentive Payments payable hereunder shall be paid only from funds of the City authorized by Article III, Section 52-a, of the Texas Constitution and Texas Local Government Code Chapter 380 or as a reimbursement from TIRZ funds as authorized by the Act ("**TIRZ Reimbursement**"). Each Incentive Payment shall be subject to the City's and/or Board's appropriation of funds for such purpose to be paid in the budget year for which the Incentive Payment is to be made.

## **ARTICLE IX**

### **Defaults**

### **Remedies**

9.1 Owner Default. The Owner shall be in default of this Agreement: (i) upon the occurrence of an Event of Bankruptcy or Insolvency of the Owner; (ii) upon the failure of the Owner to timely keep or perform any term, provision, agreement, covenant, condition or obligation to be kept or performed by Owner under the terms of this Agreement and such failure continues for thirty (30) days after written notice by the City or Board to the Owner, provided that no default may be found to have occurred if performance has commenced to the reasonable satisfaction of the City and Board within thirty (30) days of the receipt of such notice, and is being diligently pursued using commercially reasonable efforts to complete performance; or (iii) upon failure of the Owner to maintain the Property in good repair and condition at all times (effects of casualty and normal wear and tear excepted), which at a minimum shall mean meeting or exceeding all Federal, State and Local laws and regulations, including but not limited to the City's Code of Ordinances and terms of this Agreement, applicable to the Property and the activities thereon and such failure continues for thirty (30) days after written notice by the City or Board to the Owner, provided that no default may be

found to have occurred if performance has commenced to the reasonable satisfaction of the City and Board within thirty (30) days of the receipt of such notice, and is being diligently pursued using commercially reasonable efforts to complete performance. The foregoing notice and cure periods do not apply in the event this Agreement is automatically terminated.

9.2 City and Board Default. The City and Board shall be in default of this Agreement upon the failure of the City or Board to timely keep or perform any term, provision, agreement, covenant, condition or obligation to be kept or performed by the City or Board under the terms of this Agreement and such failure continues for thirty (30) days after written notice by the Owner to the City and Board, provided that no default may be found to have occurred if performance has commenced to the reasonable satisfaction of the Owner within thirty (30) days of the receipt of such notice, and is being diligently pursued using commercially reasonable efforts to complete performance. Notwithstanding the foregoing, in the event the City or Board fails to timely pay any Incentive Grant payment, the Owner shall provide written notice of such failure to the City and Board and the City or Board shall have thirty (30) days to make such Incentive Grant payment before a City and Board default exists.

9.3 City Remedies. In the event of an Owner default that has continued uncured beyond any applicable grace or cure period or an event that automatically terminates this Agreement, the City and Board shall have no obligation to pay any future Incentive Payment to the Owner and the City and Board shall have the right as their sole remedies to: (i) recapture the Incentive Payments as more fully set forth in Section 9.4 below; and (ii) terminate this Agreement by written notice to the Owner in which event neither Party hereto shall have any further rights or obligations hereunder except for those that expressly survive the termination of this Agreement. Notwithstanding anything to the contrary contained herein: (a) in the event of any interference whatsoever by anyone whomsoever with the City and/or public's rights of use under the License Agreement, the City shall have the right to seek specific performance of the rights granted to it and the public under the License Agreement; and (b) in no event will the City be entitled to the recovery of attorneys' fees (except in the event of the exercise of the City of the remedies set forth in Chapter 2264 of the Texas Government Code or exercise of the immediately foregoing specific performance remedy) or consequential, punitive, exemplary or speculative damages.

9.4 Recapture of Incentive Grant Payments. In the event this Agreement is terminated by the City and Board or is automatically terminated, the City and Board shall have no obligation to make any Incentive Payment to the Owner and the Owner shall immediately pay to the City, at the City's address set forth herein, or such other address as the City may hereafter notify the Owner in writing, the sum equal to one hundred percent (100%) of all Incentive Payments paid by the City or Board to the Owner under the terms of this Agreement, minus any unpaid Incentive Payment then earned and owed by the City or Board, plus interest at the rate equal to the *lesser* of: (i) the Maximum Lawful Rate; or (ii) five percent (5%) per annum, such interest to be calculated on the percentage of the Incentive Payment being recaptured from the date such Incentive Payment was paid by the City or Board to the Owner until the date the said sum is repaid by the Owner to the City and such interest rate shall adjust periodically as of the date of any change in the Maximum Lawful Rate.

9.5 Owner Remedies. Upon the occurrence of a City or Board default that has continued uncured beyond any applicable grace or cure period, the Owner shall have the right as its sole remedies to (a) terminate this Agreement by written notice to the City and Board in which event no Party hereto shall have any further rights or obligations hereunder except for those that expressly survive the

termination of this Agreement, and (b) recover from the City and Board the amount of any Incentive Payment then earned and owed by the City or Board as damages in accordance with the following provisions. The City, Board and the Owner acknowledge and agree that this Agreement is not a contract for goods or services and the City's and Board's immunity from suit is not waived pursuant to Subchapter I of Chapter 271, V.T.C.A., Local Government Code, as amended. Alternatively, if and only in the event a court of competent jurisdiction determines the City's or Board's immunity from suit is waived under Subchapter I of Chapter 271, V.T.C.A., Local Government Code, the Parties hereby acknowledge and agree that in a suit against the City or Board for breach of this Agreement or otherwise to recover damages:

1. the total amount of damages, if any, awarded against the City and Board shall be limited to actual damages in an amount of the Incentive Grant earned by the Owner, not to exceed the amount of the Maximum Incentive Amount, less the amount of all Incentive Payments previously paid by the City or Board to the Owner;
2. any Incentive Payment past due and not paid following the required notice and cure period shall accrue interest at the lesser of: (i) the Maximum Lawful Rate; or (ii) five percent (5%) per annum beginning the day after expiration of the cure period until paid, and such interest rate shall adjust periodically as of the date of any change in the Maximum Lawful Rate; and
3. the recovery of damages against the City and Board shall not include attorneys' fees or consequential, punitive, exemplary, or speculative damages including, but not limited to, lost profits.

9.6 Survival. All terms, provisions, covenants, agreements, obligations, rights and remedies of each Party pursuant to this Article shall expressly survive the expiration or termination of this Agreement for a two (2) year period following such expiration or termination.

## **ARTICLE X Miscellaneous Provisions**

10.1 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective successors and permitted assigns provided, however, notwithstanding anything contained herein to the contrary, this Agreement and the rights and obligations of the Owner hereunder may not be assigned or transferred by the Owner to any Person other than a transferee of all or any portion of the Property without the prior written consent of the City and Board, which consent will not be unreasonably withheld, conditioned or delayed. Furthermore, neither the Owner nor any approved assignee or their legal representatives or successors in interest shall, by operation of law or otherwise, assign, mortgage, pledge, encumber or otherwise transfer this Agreement or any part hereof, or the interest of the Owner or any approved assignee under this Agreement, without obtaining the City's and Board's prior written consent, which consent will not be unreasonably withheld, conditioned or delayed. Any consent by the City or Board to any assignment of this Agreement shall be held to apply only to the specific transaction thereby authorized and shall not constitute a waiver of the necessity for such consent to any subsequent assignment. Upon any transfer of this Agreement in connection with the sale of the Property to an assignee that assumes all duties, liabilities and the obligations of the Owner under this Agreement, the transferor shall thereafter be released and discharged from all duties, liabilities and obligations hereunder. Otherwise, the consent by the City and Board to any



assignment of this Agreement shall not relieve the Owner or any approved assignee from any duties, liabilities or obligations of the Owner or any approved assignee under the terms of this Agreement unless the written consent of the City and Board expressly states otherwise. Every assignee shall be subject to and be bound by all the provisions, covenants, and conditions of this Agreement and shall be required to obtain the prior written consent of the City and Board with respect to any future or further assignment except as provided above, which consent shall not be unreasonably withheld, conditioned or delayed. No assignment of this Agreement shall contain any terms in contravention of any provisions of this Agreement. No assignment of this Agreement shall be effective unless: (i) the assignment is in writing signed by the assignor and the assignee; (ii) the assignee assumes the assignor's obligation to timely keep and perform all terms, provisions, agreements, covenants, conditions and obligations of the assignor under the terms of this Agreement; (iii) a true and correct copy of such assignment has been provided to the City and Board; and (iv) with respect to any assignment for which the City's and Board's consent is required as provided above, the City and Board have consented to such assignment in writing, which consent shall not be unreasonably withheld, conditioned or delayed. Any assignment in violation of the terms and provisions of this Agreement shall be void and of no force or effect and shall constitute a material breach of this Agreement by the Owner. The Owner may also retain the benefits of this Agreement and not assign it to any successor owner of the Property. Nothing contained in this Section or any other terms of this Agreement shall restrict or limit the Owner's right to sell, transfer or encumber all or any portion of the Property from time to time.

10.2 Notices. Any notice and/or certificate or statement required or permitted to be given under the terms of this Agreement shall be in writing and shall be considered properly given if mailed by United States mail, certified mail, return receipt requested, in a postage paid envelope addressed to the Party at the address set forth below, or by delivering same in person to the intended addressee by hand delivery or by a nationally recognized courier service such as Federal Express or United Postal Service. Notices mailed by certified mail as set forth above shall be effective upon deposit in the United States mail. Notice given in any other manner shall be effective only if and when received by the addressee. For purposes of notice, the addresses of the Parties shall be as set forth below; provided, however, that any Party shall have the right to change such Party's address for notice purposes by giving the other Party at least thirty (30) days prior written notice of such change of address in the manner set forth herein:

OWNER: Eleanor Sue Carroll

\_\_\_\_\_  
Combine, TX 75\_\_\_\_

CITY and BOARD: City of Mesquite  
1515 N. Galloway Avenue  
Mesquite, TX 75149  
Attention: City Manager

With a copy to: City of Mesquite  
1515 N. Galloway Ave.  
Mesquite, Texas 75149  
Attention: City Attorney

10.3 Right to Offset. The City a Board shall have the right to offset any amounts due and payable by the City or Board under this Agreement against any debt (including taxes) lawfully due and owing by the Owner to the City or Board, regardless of whether the amount due arises pursuant to the terms of this Agreement or otherwise, and regardless of whether or not the debt has been reduced to judgment by a court.

10.4 Remedies Cumulative. Except as expressly limited herein, each right and remedy of the Parties provided for in this Agreement or now or hereafter existing pursuant to the laws of the State of Texas shall be cumulative and concurrent and shall be in addition to every other right or remedy provided for in this Agreement or now or hereafter existing pursuant to the laws of the State of Texas.

10.5 Captions. The descriptive captions of this Agreement are for convenience of reference only and shall in no way define, describe, limit, expand or affect the scope, terms, conditions, or intent of this Agreement.

10.6 Modification. This Agreement may only be revised, modified or amended by a written document signed by the City, Board and the Owner. Oral revisions, modifications or amendments are not permitted.

10.7 Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for nor against any Party.

10.8 Waivers. All waivers, to be effective, must be in writing and signed by the waiving party. No failure by any Party to insist upon the strict or timely performance of any covenant, duty, agreement, term or condition of this Agreement shall constitute a waiver of any such covenant, duty, agreement, term or condition. No delay or omission in the exercise of any right or remedy accruing to any Party upon a Default of this Agreement shall impair such right or remedy or be construed as a waiver of any such breach or a waiver of any breach theretofore or thereafter occurring.

10.9 Governing Law; Venue. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Texas (without giving effect to any conflict of law principles that would result in the application of the laws of any state other than Texas). The Parties agree that venue of any suit to construe or enforce this Agreement shall lie exclusively in state courts in Dallas County, Texas.

10.10 Severability. The sections, paragraphs, sentences, clauses, and phrases of this Agreement are severable and, if any phrase, clause, sentence, paragraph, or section of this Agreement should be declared invalid, illegal or unenforceable by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect the validity or enforceability of any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Agreement and such remaining provisions shall remain in full force and effect and shall be construed and enforced as if the invalid provision had never been included in the Agreement.

10.11 No Partnership or Joint Venture. Nothing contained in this Agreement shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of partnership or joint venture between the Parties.

10.12 No Third-Party Beneficiaries. The Parties to this Agreement do not intend to create any third-party beneficiaries of the contract rights contained herein. This Agreement shall not create any rights in any individual or entity that is not a signatory hereto. No person who is not a party to this Agreement may bring a cause of action pursuant to this Agreement as a third-party beneficiary.

10.13 No Acceleration. All amounts due pursuant to this Agreement and any remedies under this Agreement are not subject to acceleration.

10.14 Number and Gender. Whenever used herein, unless the context otherwise provides, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders.

10.15 Counterparts. This Agreement may be executed in any number of original, facsimile or electronically scanned counterparts, each of which shall be considered an original and all of which shall be considered one and the same instrument.

10.16 Entire Agreement. This Agreement sets forth the entire agreement between the Parties with respect to the subject matter hereof, and all prior discussions, representations, proposals, offers, and oral or written communications of any nature are entirely superseded hereby and extinguished by the execution of this Agreement. There are no oral agreements between the Parties.

10.17 Authority. The Owner represents that it is duly formed, validly existing and in good standing under the laws of the State of its formation and is duly authorized to transact business in the State of Texas. Each Party represents and warrants to each other Party that this Agreement has been duly authorized by such Party and that each Party has the full power and authority to enter into and fulfill its obligations under this Agreement. Each Person signing this Agreement represents that such Person has the authority to sign this Agreement on behalf of the Party indicated.

10.18 City Council Authorization. This Agreement was authorized by resolution of the City Council approved at a City Council meeting.

10.19 Usury Savings Clause. The Parties intend to conform strictly to all applicable usury laws. All agreements of the Parties are hereby limited by the provisions of this Section which shall override and control all such agreements, whether now existing or hereafter arising and whether written or oral. In no event shall any interest contracted for, charged, received, paid or collected under the terms of this Agreement exceed the Maximum Lawful Rate or amount of non-usurious interest that may be contracted for, taken, reserved, charged, or received under applicable law. If, from any possible development of any document, interest would otherwise be payable to City or Board in excess of the Maximum Lawful Rate, any such construction shall be subject to the provisions of this Section 10.19 and such document shall be automatically reformed and the interest payable to the City or Board shall be automatically reduced to the Maximum Lawful Rate, without the necessity of execution of any amendment or new document. If the City or Board shall ever receive anything of value which is characterized as interest under applicable law and which would apart from this provision be in excess of the Maximum Lawful Rate, an amount equal to the amount which would have been excessive interest shall at the option of the City or Board be refunded to Owner or applied to the reduction of the principal amount owing under this Agreement

or such document in the inverse order of its maturity and not to the payment of interest. The right to accelerate any indebtedness does not include the right to accelerate any interest which has not otherwise accrued on the date of such acceleration, and City and Board do not intend to charge or receive any unearned interest in the event of acceleration. All interest paid or agreed to be paid to the City or Board shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full stated term (including any renewal or extension) of such indebtedness so that the amount of interest on account of such indebtedness does not exceed the Maximum Lawful Rate.

10.20 Non-Collusion. The Owner represents and warrants that neither Owner nor anyone on the Owner’s behalf has given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any employee, agent, representative or official of the City or Board as an inducement to or in order to obtain the benefits to be provided by the City or Board under this Agreement.

10.21 Form 1295 Certificate. The Owner agrees to comply with Texas Government Code, Section 2252.908 and in connection therewith, the Owner agrees to go online with the Texas Ethics Commission to complete a Form 1295 Certificate and further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the City, at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate.

10.22 Reservation of Legislative Authority. Notwithstanding any provision in this Agreement, this Agreement does not control, waive, limit or supplant the City Council’s and/or Board’s legislative authority or discretion.

10.23 Time is of the Essence. The Parties agree that time is of the essence of this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement by their duly authorized agents, officers and/or officials on the dates set forth below.

**ATTEST:**

**CITY OF MESQUITE:  
a Texas home rule municipality**

By: \_\_\_\_\_  
Sonja Land  
City Secretary

By: \_\_\_\_\_  
Name: Cliff Keheley  
Title: City Manager

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

**APPROVED AS TO LEGAL FORM:**

By: \_\_\_\_\_  
David L. Paschall, City Attorney

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

This instrument was acknowledged before me on \_\_\_\_\_, 2025, by Cliff Keheley, City Manager, City of Mesquite, Texas, on behalf of said City.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

My Commission Expires:

\_\_\_\_\_

Notary Seal

**BOARD:**

Board of Directors of Reinvestment Zone  
Number 2, City of Mesquite, Texas (Towne  
Centre)

ATTEST:

\_\_\_\_\_  
Name: Sonja Land  
Title: City Secretary

By: \_\_\_\_\_  
Name: Daniel Alemán, Jr  
Title: Chairman

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

This instrument was acknowledged before me on \_\_\_\_\_, 2025, by Daniel Alemán, Jr, Reinvestment Zone Number 2, City of Mesquite, Texas (Towne Centre) Board Chairman, on behalf of said Board.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

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

Notary Seal

**OWNER: ELEANOR SUE  
CARROLL**

By: \_\_\_\_\_  
Eleanor Sue Carroll

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

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

This instrument was acknowledged before me on \_\_\_\_\_, 2025, by Eleanor Sue Carroll.

\_\_\_\_\_  
NOTARY PUBLIC, State of Texas

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

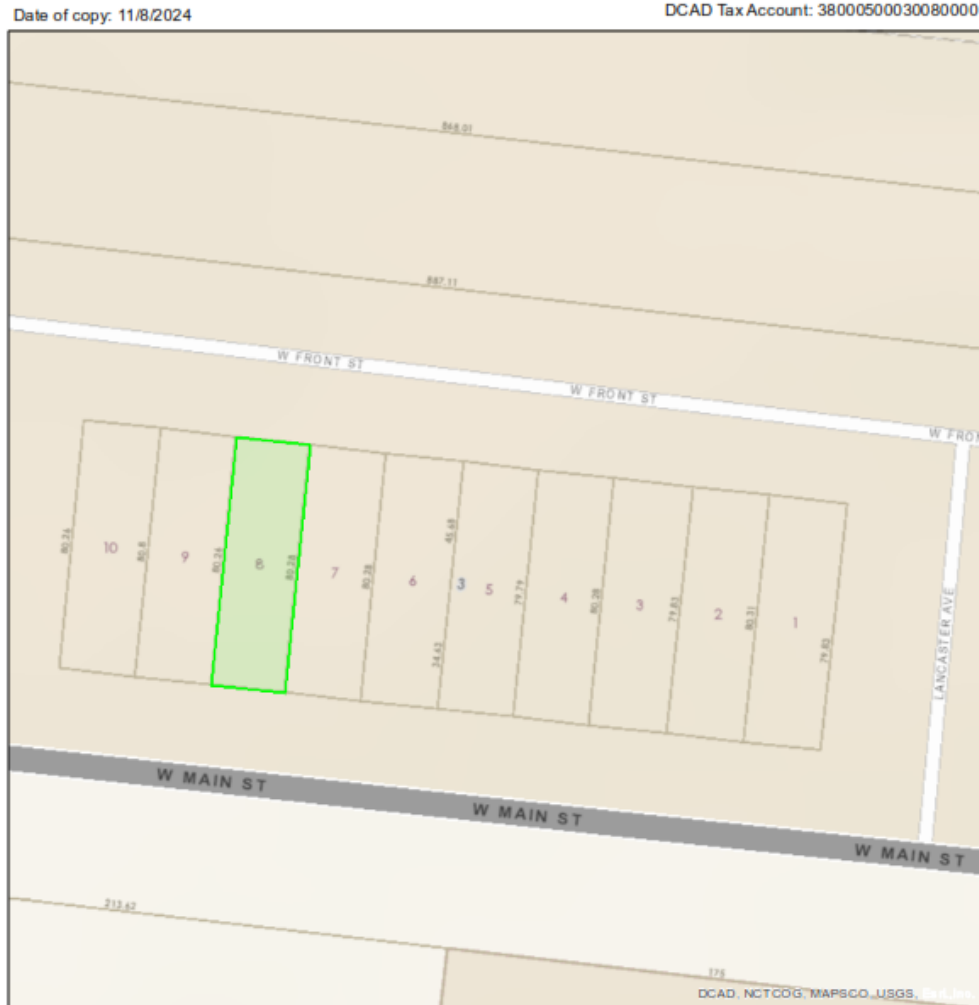
Notary Seal

**EXHIBIT A  
TO  
ECONOMIC DEVELOPMENT PROGRAM AGREEMENT**

**DESCRIPTION AND DEPICTION OF THE PROPERTY**

BLK 3, LT 8 of the Original Town Mesquite plat, located at 215 W. Main Street, Mesquite, Texas 75149 and having approximately 1,972 square feet of net lease area and depicted as follows:

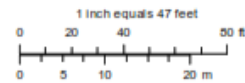
**215 W. Main**



This product is for INFORMATIONAL purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



  
Dallas Central Appraisal District  
2949 N Stemmons Freeway  
Dallas, TX 75247-6195  
(214) 631-1342  
[www.dallascad.org](http://www.dallascad.org)



DCAD, NCTCOG, USGS, Esri, Inc.



**EXHIBIT B  
TO  
ECONOMIC DEVELOPMENT PROGRAM AGREEMENT**

**Capital Improvements**

1. Firewall. Owner shall cause the work identified in the following proposal to be performed at the Property:

<b>Enterprise Construction</b>	<b>PROPOSAL</b>
355 W. Danieldale Rd Dallas, Tx 75232 Phone 972-979-1199	
215 W. Main St Mesquite, Tx 75149	
<b>Description</b>	
Cut out sheetrock on ceiling from front to back to install fire rated wall	
Construct 2Hr fire rated wall as per Conversated in meeting with inspector's walls will conjoin up to ceiling and set on top of ceiling up to roof	
Paint ceiling support and ceiling joist back 16in	
Firetect WT-102 flame retardant paint	
Seal off around all firewall with Red Five Barrier CP 25WB Plus Sealant	
Install 1 5/8 in channel 20 Ga @ 24 O.C.	
Install 2 layers of 5/8 sheetrock on both sides of metal studs	
Tape and bed drywall and Texture to match existing	
Extend Outlets on existing wall to proposed firewall and change	
Plastic boxes to Fire rated boxes	
<b>Labor</b>	16,127.00
<b>Materials</b>	10,202.00
<b>Tax</b>	841.66
<b>Total</b>	<b>27,170.66</b>

Make all checks payable to Enterprise Construction  
Payment is due within 30 days.

If you have any questions concerning this invoice, contact [Mike Reyes | 972-979-1199](tel:972-979-1199) | [enterprise.construction64@yahoo.com](mailto:enterprise.construction64@yahoo.com)  
Thank you for your business!

2. Separation Doorway. Owner shall cause the work identified in the following proposal to be performed at the Property:.

# Enterprise Construction

## Proposal

355 W. Danieldale Rd  
Dallas, Tx 75232  
Phone 972-979-1199

---

### Description

---

FURNISH MATERIAL AND LABOR FOR THE FOLLOWING SERVICES

INSTALL 1(3'0"X7'0") STOREFRONT DOOR

INSTALL 1 TRASOME FRAME

INSTALL 1 SIDE LITE

INSTALL 1 RIM PANIC

INSTALL 1 DOOR CLOSER

INSTALL 1 THRESHOLD

INSTALL 1 PULL HANDLE

INSTALL 3 GLASS LITES

ADJUST FOR PROPER OPERATION

ALL GLASS TO BE ¼" TEMPERED, CLEAR

ALL MATERIAL TO BE DARK BRONZE

---

SUBTOTAL	4,850.00
TAX	346.50
<b>Total</b>	<b>\$5, 196.50</b>

---

Make all checks payable to Enterprise Construction

Payment is due within 30 days.

If you have any questions concerning this invoice, contact [Mike Reyes | 972-979-1199 | enterprise.construction64@yahoo.com](mailto:mike.reyes@enterprise.construction64@yahoo.com)

*Thank you for your business!*

**EXHIBIT C  
TO  
ECONOMIC DEVELOPMENT PROGRAM AGREEMENT**

**License Agreement**

**STATE OF TEXAS**                   §  
  §           **LICENSE AGREEMENT**  
**COUNTY OF DALLAS**           §

**THIS LICENSE AGREEMENT** is made by and between Eleanor Sue Carroll, an individual and resident of Combine, Dallas County, Texas (hereinafter referred to as “**Licensor**”) and City of Mesquite, Texas, a home-rule municipality of Texas, (hereinafter referred to as “**Licensee**”).

**WITNESSETH:**

**WHEREAS**, Licensor owns the real property and improvements located at 215 W. Main Street, Mesquite, Texas 75149 and being more particularly described and depicted in **Exhibit A** hereto (the “**Property**”), incorporated herein by reference; and

**WHEREAS**, the Property includes two restrooms with toilets and sinks (the “**Restrooms**”) and Licensee desires to obtain public access to the Restrooms and Licensor desires to provide public access to the Restrooms under the terms and conditions provided in this License Agreement

**NOW THEREFORE**, in consideration of the sum of Ten Dollars No/100 and the covenants contained herein and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.    **Grant of License; Consideration:** Licensor hereby grants Licensee an irrevocable license for the purpose of providing to the general public access to the Restrooms. The general public is a third-party beneficiary to this License Agreement.
  
2.    **Term:** The term of this License shall be for a period of five (5) years commencing on March 31, 2025 and ending on March 30, 2030, subject, however, to termination as provided herein.
  
3.    **Non-exclusive:** This License is nonexclusive and is subject to use of the Restrooms by Licensor and Licensor’s guests, customers, and tenants.
  
4.    **Mechanic’s liens not permitted:** Licensee shall fully pay all labor and materials used in, on or about the Property and will not permit or suffer any mechanic’s or materialman’s liens of any nature be affixed against the Property by reason of any work done or materials furnished to the Property at Licensee’s instance or request.

5. **Future Licensor use:** This License Agreement is made expressly subject and subordinate to the right of Licensor to use the Property for any legal purpose whatsoever. In the event that it becomes necessary that Licensor relocate or temporarily close for repairs the Restrooms, Licensor shall at Licensor's sole cost and expense make or cause to be made such repairs or relocate the Restrooms in a commercially reasonable time and in a commercially reasonable manner so as to not materially interfere with the Licensee's or the general public's use of the Restrooms. A minimum of ninety (90) days' written notice from Licensor to Licensee is required prior to Licensor commencing any such repairs or relocation of the Restrooms.

6. **Compliance with laws:** Licensee agrees to abide by and be governed by all laws, ordinances and regulations of any and all governmental entities having jurisdiction over the Licensee, including federal, state, Dallas County and the City.

7. **Compliance with conditions:** Licensee agrees to abide by and be governed by the following conditions governing this License Agreement:

[Parties to insert operational conditions]

- a. (time of day restrictions?)
- b. (cleaning requirements?) etc.
- c.
- d.
- e.
- f.
- g.
- h.
- i.

8. **Termination:** This License Agreement may be terminated in any of the following ways:

- a. Written agreement of both parties; or
- b. By Licensor upon failure of Licensee, after notice and opportunity to cure, to perform its obligations set forth in this License Agreement;

9. **Notice:** When notice is permitted or required by this License Agreement, it shall be in writing and shall be deemed delivered when delivered in person or when placed, postage prepaid, in the United States mail, certified return receipt requested, and addressed to the parties at the address set forth below their signature. Either party may designate from time to time another and different address for receipt of notice by giving notice of such change or address.

10. **Governing law:** This License Agreement is governed by the laws of the State of Texas; and exclusive venue for any action shall be in Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

11. **Exhibits.** The exhibits attached to this License Agreement are incorporated herein by reference.

12. **Binding effect:** This License Agreement shall be binding upon and inure to the benefit of the executing parties and their respective heirs, personal representatives, successors

and assigns.

13. **Entire Agreement:** This License Agreement embodies the entire agreement between the parties and supersedes all prior agreements, understandings, if any, relating to the Licensed Premises and the matters addressed herein, and may be amended or supplemented only by written instrument executed by the party against whom enforcement is sought.

14. **Recitals:** The recitals to this License Agreement are incorporated herein by reference.

15. **Covenant Running with the Land.** The provisions of this License Agreement are hereby declared covenants running with the Premises and are fully binding on the Licensee and each and every subsequent owner of all or any portion of the Premises, but only during the term of such party's ownership thereof (except with respect to defaults that occur during the term of such person's ownership) and shall be binding on all successors, heirs, and assigns of the Licensee which acquire any right, title, or interest in or to the Property, or any part thereof. Any person who acquires any right, title, or interest in or to the Property, or any part hereof, thereby agrees and covenants to abide by and fully perform the provisions of this License Agreement with respect to the right, title or interest in such Property.

19. **Effective Date:** This License Agreement shall be effective on the date last signed by a party below.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURES ON FOLLOWING PAGES]*

**LICENSEE:**

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY OF MESQUITE, TEXAS**

By: \_\_\_\_\_  
**Cliff Keheley**, City Manager  
City of Mesquite  
1515 N. Galloway Ave.  
Mesquite, TX 75149

ATTEST:

By: \_\_\_\_\_  
Sonja Land, City Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
David L. Paschall, City Attorney

**CITY'S ACKNOWLEDGMENT**

**STATE OF TEXAS**                    §  
   §  
**COUNTY OF DALLAS**           §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Cliff Keheley, City Manager of the City of Mesquite, Texas, a Texas home-rule municipality, on behalf of said municipality.

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

My Commission Expires:

\_\_\_\_\_

**LICENSOR:**

**EXECUTED** this the \_\_\_\_\_ day of \_\_\_\_\_ 2025.

By: \_\_\_\_\_  
**Eleanor Sue Carroll**

\_\_\_\_\_  
Combine, TX 75\_\_\_\_

**LICENSOR’S ACKNOWLEDGMENT**

**STATE OF TEXAS**                    §  
   §  
**COUNTY OF DALLAS**           §

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2025, by Eleanor Sue Carroll.

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

My Commission Expires:

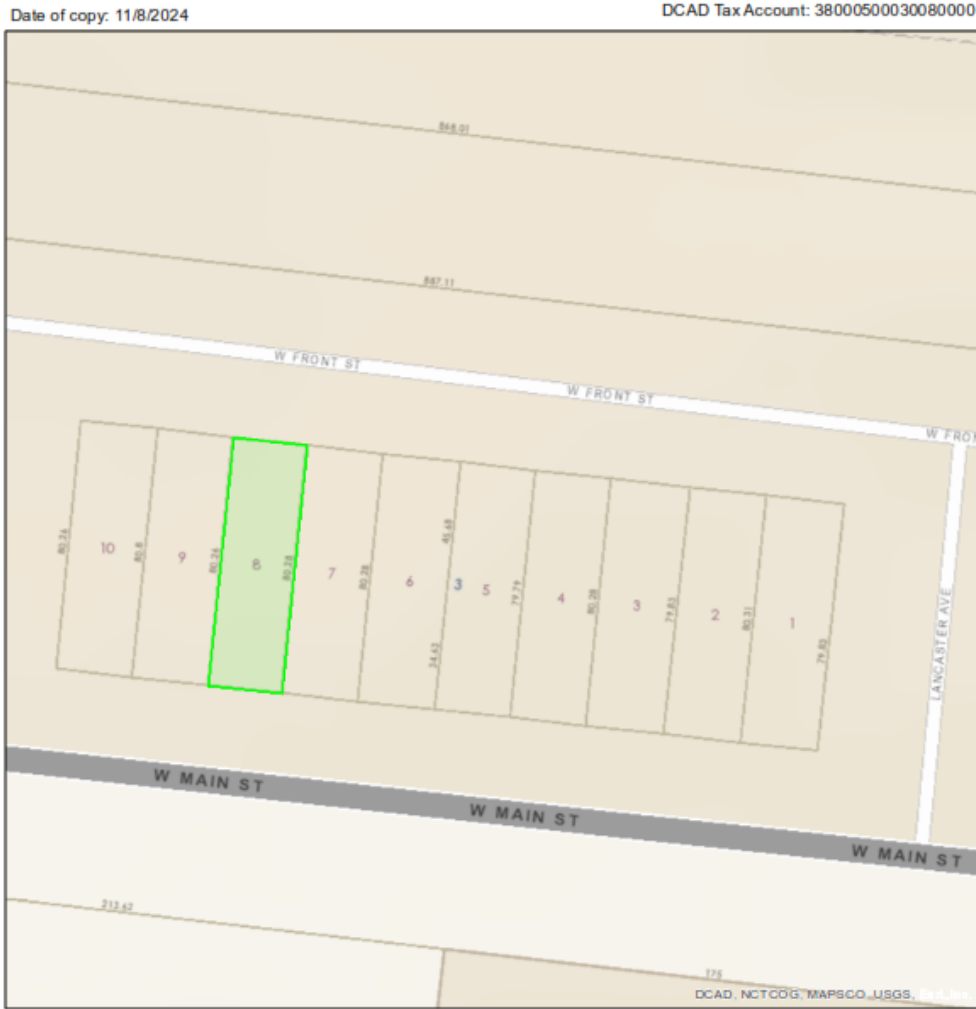
\_\_\_\_\_

# EXHIBIT 1 TO LICENSE AGREEMENT

## DESCRIPTION AND DEPICTION OF THE PROPERTY

BLK 3, LT 8 of the Original Town Mesquite plat, located at 215 W. Main Street, Mesquite, Texas 75149 and having approximately 1,972 square feet of net lease area and depicted as follows:

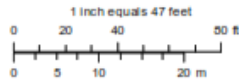
### 215 W. Main



This product is for INFORMATIONAL purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



  
Dallas Central Appraisal District  
2949 N Stemmons Freeway  
Dallas, TX 75247-6195  
(214) 631-1342  
www.dallascad.org



DCAD, NCTCOG, USGS, Esri, Inc