

## **Exhibit A**

### **CITY OF DEER PARK, TEXAS AND CENCOR ACQUISITION COMPANY, INC.,**

#### **CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT**

This **CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT** (hereinafter referred to as the "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2016 (hereinafter referred to as the "Effective Date"), between the City of Deer Park, Texas, a Texas home-rule municipality (hereinafter referred to as "City"), and Cencor Acquisition Company, Inc., a Texas corporation (hereinafter referred to as "Developer").

#### **RECITALS**

**WHEREAS**, Developer owns or has an option to acquire certain property in the City located at the corner of Spencer Highway at East Boulevard. The Property is reflected on the site plan attached hereto as *Exhibit A* (hereinafter referred to as the "Property"); and

**WHEREAS**, Developer proposes to develop the site as a retail development that currently includes a retail grocery store and will include additional mixed used/retail space and/or restaurants (hereinafter referred to as the "Project"); and

**WHEREAS**, it is anticipated that the Project will result in additional jobs, increase the tax base, both property taxes and sales taxes, and encourage economic development to the City; and

**WHEREAS**, the City recognizes the positive economic impact that the Project will bring to the City through: diversification of the economy, reduction of unemployment and underemployment through the attraction of new businesses, development of improved real property enhancements, increases to sales tax collections, and creation of additional ad valorem tax revenues generated by the Project for the City. The City recognizes that without the development of the Property, the City would not receive these benefits; and

**WHEREAS**, in accordance with Article III, Chapter 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code (hereinafter referred to as "Chapter 380"), the City has the authority to establish a program to make grants of public funds for the public purposes of promoting local economic development and stimulating business and commercial activity and job creation within the City; and

**WHEREAS**, to ensure that the benefits the City provides under this Agreement are utilized in a manner consistent with Article III, Section 52-a of the Texas Constitution, Chapter 380, and other laws, the Developer has agreed to comply with certain conditions for receiving those benefits, as herein provided; and

**WHEREAS**, in consideration of the design and construction of the Project and Improvements by the Developer, which will bring additional sales and property tax revenues to the City and additional jobs resulting from the construction and development, the City desires to make a grant to the Developer in an amount not to exceed the new incremental sales and property tax revenues, as provided in this Agreement, for a portion of the costs associated with the Project pursuant to Chapter 380 (hereinafter referred to as the "Program Grant ") as an economic incentive for the Developer to develop and construct the Project; and

**WHEREAS**, Developer has agreed to pay or cause to be paid all costs and related expenses of design, financing and construction necessary to proceed with the Project; and Developer shall participate in the construction of certain Improvements, as described in *Exhibit B* of this Agreement; and

**WHEREAS**, the parties to this Agreement desire to enter into an agreement to set forth the terms and conditions by which the Project can be accomplished; and

**WHEREAS**, the City will use available revenues derived from increases in sales and property taxes generated from the Project, to provide the 380 Grant through a performance reimbursement to the Developer, as provided in this Agreement; and

**WHEREAS**, the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City of Deer Park, Texas, and, as such, meets the requisites under Chapter 380, and further, is in the best interests of the City and Developer; and

**WHEREAS**, the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City of Deer Park, Texas, and, as such, meets the requirements of Article III, Section 52-a of the Texas Constitution by assisting in the development and diversification of the economy of the state, by eliminating unemployment or underemployment in the state, and by the development or expansion of commerce within the state, and is a governmental function of the City of Deer Park, Texas.

**NOW, THEREFORE**, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer agree as follows:

## SECTION 1. FINDINGS INCORPORATED.

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

## SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date of this Agreement, and shall continue thereafter until the sooner of **September 30, 2032**, or payment of the Maximum Reimbursement Amount, unless terminated sooner under the provisions hereof. Any Program Grant Payment due Developer for the year 2032 shall survive the Term of this Agreement.

## SECTION 3. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

- (a) **Agreement.** The word "Agreement" means this Chapter 380 Economic Development Program Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.
- (b) **City.** The word "City" means the City of Deer Park, Texas, a Texas home-rule municipality, whose address for the purposes of this Agreement is 710 E. San Augustine, P.O. Box 700, Deer Park, Texas 77536-0700.
- (c) **Developer.** The word "Developer" means Cencor Acquisition Company, Inc., a Texas corporation, whose address for the purposes of this Agreement is 1800 Bering, Suite 550, Houston, Texas 77057.
- (d) **Effective Date.** The words "Effective Date" mean the date of the latter to execute this Agreement by and between the Developer and the City.
- (e) **Event of Default.** The words "Event of Default" mean and include any of the Events of Default set forth below in the section entitled "Events of Default."
- (f) **Full-Time Equivalent Employment Positions.** The words "Full-Time Equivalent Employment Position" or "Full-Time Equivalent Employment Positions" mean and include a job or jobs requiring a combined minimum of Two Thousand (2,000) hours of work averaged over a twelve (12) month period

(approximately forty (40) hours per week).

- (g) **Improvements.** The word “Improvements” means the construction by the Developer of water and sanitary sewer facilities to support the Project, and traffic and roadway improvements to support the Project, as further described in *Exhibit B* of this Agreement.
- (h) **Maximum Reimbursement Amount.** The words “Maximum Reimbursement Amount” means the lesser of actual cost for Improvements plus Four Hundred Sixty-Five Thousand and No/100 Dollars (\$465,000.00) for Job Creation and Retention or **Four Million Six Hundred Forty Thousand Seven Hundred Fifty and No/100 Dollars (\$4,640,750.00).**
- (i) **Program Grant or Program Grant Payment.** The words “Program Grant” or “Program Grant Payment” mean the economic development grants paid by the City to Developer in accordance with this Agreement. The Program Grant Payment derived from sales and use tax collections shall be confirmed by the Area Report provided by the State Comptroller to the City for the Property. The aggregate total of all Program Grant Payments shall not exceed the Maximum Reimbursement Amount. A condition precedent to the provision of any Program Grant Payment by City to Developer pursuant to Section 5(a)(1) (sales and use tax reimbursement), Section 5(a)(2) (property tax increment reimbursement), and Section 5(a)(3) (job creation and retention reimbursement) requires the creation of a minimum of six (6) separate businesses operating on the Project.
- (j) **Project.** The word “Project” means the approximately 83,000 square feet of retail grocery store space, which will include an approximately 300,000 square feet of additional mixed used/retail space and/or restaurant space.
- (k) **Project Captured Appraised Value.** The words “Project Captured Appraised Value” mean the total appraised value of the Property as of January 1 of each year less the total appraised value of the Property as of January 1, 2015. The Parties agree and acknowledge that the total appraised value of the Property as of January 1, 2015, was \$93,481.00, as set forth in Section 3(m) of this Agreement.
- (l) **Property.** The word “Property” means the approximately 63.489 acre tract or tracts of land generally located at the corner of Spencer Highway at East Boulevard, within the Deer Park, Texas, and as generally described and/or depicted in *Exhibit A* of this Agreement, which is attached hereto and incorporated herein for all purposes.

- (m) **Property Tax Increment Revenues.** The words “Property Tax Increment Revenues” mean an amount equal to the incremental increase in the collections of the City’s ad valorem taxes on property within the boundaries of the Property on the Project Captured Appraised Value. The base value for the Property on January 1, 2015, was \$93,481.00. The City’s ad valorem taxes paid on said base value is excluded from reimbursement to the Developer pursuant to this Agreement.
- (n) **Sales and Use Tax.** The words “Sales and Use Tax” or “Sales and Use Taxes” mean the City’s municipal sales and use tax, at the rate of one percent (1.0%), pursuant to section 321.103(a) of the Texas Tax Code, as amended.
- (o) **State Comptroller.** The words “State Comptroller” mean the Office of the Texas Comptroller of Public Accounts, or any successor agency.
- (p) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.

#### **SECTION 4. AFFIRMATIVE OBLIGATIONS OF DEVELOPER.**

Developer covenants and agrees with the City that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Design and Construction of the Improvements.** The Developer shall perform or cause to be performed all work associated with the Project. The City agrees that the Improvements included within the Project may be designed and constructed and/or funded in phases. Consistent with the City’s Code of Ordinances, a master development plan for the Project shall be provided to the City and updated prior to the construction of each phase, or as changes are made during said construction, all at the Developer’s cost. The Parties acknowledge that construction of the Project commenced prior to the Effective Date of this Agreement.. All Improvements to be constructed as part of the Project shall be designed by Developer, its consultants or future tenants and shall be performed in a good and workmanlike manner in accordance with the provisions of this Agreement. All designs and specifications for the Improvements shall comply with the applicable ordinances and regulations of the City, subject to any variances granted by the City, and other regulatory agencies with jurisdiction over the Project. The Developer has and/or will submit for building permits as required by applicable City ordinances. Developer covenants and agrees to submit to the City invoices, receipts, or other documentation in a form acceptable to the City for the expenditures made by the Developer for the Improvements located on the Property by **March 1, 2023**.

- (b) **Government Requirements and Approvals.** Developer, its consultants, and/or its future tenants have and/or will apply for and obtain all necessary subdivision plats, if required, permits, licenses, variances, and approvals that are necessary to construct the Improvements, including any environmental controls. These expenses are considered reimbursable under this Agreement.
- (c) **Project Record.** Developer shall keep full and detailed accounts of all costs incurred in the performance of each phase of the Project for which reimbursement is sought, in accordance with standard accounting practices acceptable to the Parties ("Project Record"). Before the City shall be required to make a payment required in Section 5(a) of this Agreement, the Developer shall submit to the City satisfactory evidence of the Developer's expenditures on the Project in an amount at least equal to the Maximum Reimbursement Amount. The City will be provided with access at all reasonable times, after ten (10) business days' prior written notice, to the Project Record.
- (d) **Job Creation and Retention.** Developer covenants and agrees during the Term of this Agreement the tenants located on the Property shall employ and maintain the minimum Full-Time Equivalent Employment Positions working at the Property as follows:

Year End 6/30	Jobs Created/Retained	Reimbursement Amount Per Employee	Maximum Reimbursement Amount Per Year
2019	130	\$1,000.00	\$130,000.00
2020	130	\$1,000.00	\$130,000.00
2021	103	\$1,000.00	\$103,000.00
2022	102	\$1,000.00	\$102,000.00
		<b>Total:</b>	\$465,000.00

Developer agrees to endeavor to obtain any third party's consent for the Texas Workforce Commission to release to the City information concerning the Full-Time Equivalent Employment Positions working at the Property. A copy of the Texas Workforce Commission release form is attached hereto as **Exhibit C** of this Agreement. Developer covenants and agrees beginning on **July 1, 2019**, and during the Term of this Agreement, Developer shall deliver to the City an annual compliance verification signed by a duly authorized representative of Developer that shall certify the number of Full-Time Equivalent Employment Positions (the "Annual Compliance Verification"). The reporting period for each Annual Compliance Verification shall be from July 1<sup>st</sup> to June 30<sup>th</sup> of the following year (except as specified for year end June 30, 2019). Developer covenants and agrees

beginning on **July 1, 2019** (for the reporting period beginning on the Effective Date and end June 30, 2019), and annually thereafter during the Term of this Agreement, to provide to the City an Annual Compliance Verification covering the Full-Time Equivalent Employment Positions created and maintained during the Term of this Agreement. All Annual Compliance Verifications shall include either quarterly IRS 941 returns, Texas Workforce Commission Employer Quarterly Reports, employer-generated employment reports, or other source of verification acceptable to the City.

- (e) **Payment of Ad Valorem Taxes.** Developer covenants and agrees all ad valorem taxes shall be paid by January 31 of each tax year on the Property, unless being protested in accordance with Texas law.
- (f) **Performance.** Developer covenants and agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement, and in all other instruments and agreements by and between the Developer and the City.

#### **SECTION 5. AFFIRMATIVE OBLIGATIONS OF CITY.**

City covenants and agrees with the Developer that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Program Grant Payments.** A condition precedent to the provision of any Program Grant Payment by City to Developer pursuant to Section 5(a)(1) (sales and use tax reimbursement), Section 5(a)(2) (property tax increment reimbursement), and Section 5(a)(3) (job creation and retention reimbursement) requires the creation of a minimum of six (6) separate businesses operating on the Project.
  - (1) **Sales and Use Tax.** The City covenants and agrees to pay Developer a sum equal to the following percentage amounts of the Sales and Use Tax collected on the Property and confirmed by the State Comptroller's office to the City. The percentage amounts are as follows:

<u>Calendar Year:</u>	<u>Percentage Amount:</u>
2017	100%
2018	100%
2019	90%
2020	90%
2021	80%
2022	80%
2023	70%

2024	70%
2025	60%
2026	60%
2027	50%
2028	50%
2029	50%
2030	50%
2031	50%

Such payments shall be made annually upon the City confirming its accuracy with the State Comptroller's office, including any audit adjustments and its payment to the City for the applicable year. The City covenants and agrees to make the payment to Developer within sixty (60) days following the receipt of the latter of:

- (A) the Area Report from the State Comptroller's office confirming the Sales and Use Tax revenues collected from taxable sales occurring on the Property; and
  - (B) the Sales and Use Tax revenue from the State Comptroller's office for the applicable calendar year.
- (2) **Property Tax Increment Revenues.** In addition, the City covenants and agrees to pay Developer a sum equal to the amount of **one hundred percent (100%)** of the Property Tax Increment Revenues paid for tax years 2016 through 2025. Such payments shall be made annually. The City covenants and agrees to make the payment to Developer within sixty (60) days following the receipt of the Property Tax Increment Revenues for the applicable year.

The aggregate total of all Program Grant Payments by City to the Developer pursuant to this Section 5(a)(1) and 5(a)(2) of this Agreement shall not exceed the **Four Million One Hundred Seventy-Five Thousand Seven Hundred Fifty and No/100 Dollars (\$4,175,750.00)**.

- (3) **Job Creation and Retention.** The City covenants and agrees to pay Developer a sum equal to **One Thousand and No/100 Dollars (\$1,000.00)** per Full-Time Equivalent Employment Position reported by the Developer to the City pursuant to Section 4(d) of this Agreement. The City covenants and agrees to make the payment to Developer within sixty (60) days following the receipt of the Annual Compliance Verification as required by Section 4(d) of this Agreement, and confirming its accuracy. The maximum



reimbursement by the City to Developer pursuant to this Section 5(a)(3) of this Agreement, is as follows:

<b>Year</b>	<b>Maximum Reimbursement Amount Per Year</b>
2019	\$130,000.00
2020	\$130,000.00
2021	\$103,000.00
2022	\$102,000.00

The aggregate total of all Program Grant Payments by City to the Developer pursuant to this Section 5(a)(3) of this Agreement shall be the lesser of the invoices and receipts submitted to the City for the Improvements pursuant to Section 4(a) of this Agreement, and **Four Hundred Sixty-Five Thousand and No/100 Dollars (\$465,000.00)**. Further, the aggregate total of all Program Grant Payments by City to the Developer pursuant to this Section 5(a)(1), 5(a)(2), and 5(a)(3) of this Agreement shall not exceed the Maximum Reimbursement Amount. Moreover, the Maximum Program Grant Payment by City to the Developer in any given year during the Term of this Agreement shall not exceed the Property Tax Increment Revenues and Sales and Use Tax collected on the Property for the applicable year. In the event of any deficiency in Program Grant Payment by City to Developer in any given year, said deficient amount of Program Grant Payment shall be paid by City to Developer in the next calendar year or subsequent year during the Term of this Agreement provided the Maximum Program Grant does not exceed the Property Tax Increment Revenues and Sales and Use Tax collected on the Property for that year.

- (b) **Performance.** City covenants and agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement, and in all other instruments and agreements by and between the Developer and the City.

## **SECTION 6. REPRESENTATIONS.**

- (a) **Representations of the City.** The City hereby represents to the Developer that, as the date hereof:
- (1) The City is a duly created and existing municipal corporation and home-rule municipality of the State of Texas under the laws of the State of Texas and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.

- (2) The City has the power, authority and legal right under the laws of the State of Texas and the City Charter to enter into and perform this Agreement and the execution, delivery and performance hereof (i) will not, to the best of its knowledge, violate any applicable judgment, order, law or regulation, and (ii) do not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the City under any agreement or instrument to which the City is a party or by which the City or its assets may be bound or affected.
  - (3) This Agreement has been duly authorized, executed and delivered by the City and constitutes a legal, valid and binding obligation of the City, enforceable in accordance with its terms except to the extent that the enforceability of such instruments may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws of general application in effect from time to time relating to or affecting the enforcement of creditors' rights.
  - (4) The execution, delivery and performance of this Agreement by the City do not require the consent or approval of any person that has not been obtained.
- (b) **Representations of the Developer.** The Developer hereby represents to the City that as of the date hereof:
- (1) The Developer is duly authorized and existing and in good standing under the laws of the State of Texas, and is qualified to do business in the State of Texas.
  - (2) The Developer has the power, authority and legal right to enter into and perform its obligations set forth in this Agreement, and the execution, delivery and performance hereof, (i) have been duly authorized, and will not, to the best of its knowledge, violate any judgment, order, law or regulation applicable to the Developer, and (ii) do not constitute a default under or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the Developer under any agreement or instrument to which the Developer is a party or by which the Developer or its assets may be bound or affected.
  - (3) This Agreement has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of the Developer, enforceable in accordance with its terms except to the extent that the

enforceability of such instruments may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws of general application in effect from time to time relating to or affecting the enforcement of creditors' rights.

- (4) The Developer agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.

## SECTION 7. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default under this Agreement:

- (a) **General Event of Default.** Failure of Developer or City to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement, or failure of Developer or City to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement by and between Developer and City is an Event of Default.
- (b) **False Statements.** Any warranty, representation, or statement made or furnished to the City by or on behalf of Developer under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.
- (c) **Insolvency.** Developer's insolvency, appointment of receiver for any part of Developer's property, any assignment for the benefit of creditors of Developer, any type of creditor workout for Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer is an Event of Default.
- (d) **Ad Valorem Taxes.** Developer allows its ad valorem taxes owed to the City to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure within thirty (30) days after written notice thereof from City and/or Harris County Central Appraisal District is an Event of Default.

## SECTION 8. EFFECT OF AN EVENT OF DEFAULT.

In the event of default under Section 7 of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party

shall have thirty (30) days to cure said default. Should said default remain uncured, the non-defaulting party shall have the right to terminate this Agreement, enforce specific performance as appropriate, or maintain a cause of action for damages caused by the event(s) of default. In the event the Developer defaults and is unable or unwilling to cure said default within the prescribed time period, at the option of the City, the City may terminate this Agreement and the parties shall have no further obligations under this Agreement; or the City may terminate this Agreement and require the Developer to repay to the City immediately the financial assistance provided by the City to Developer pursuant to Section 5(a) of this Agreement.

Notwithstanding the foregoing, the City's only remedy for an event of default under Section 4(d) is to withhold payments due under Section 5(a)(3).

## **SECTION 9. TERMINATION OF AGREEMENT BY CITY WITHOUT DEFAULT.**

City may terminate this Agreement without an event of default by Developer and effective immediately if (i) any state or federal statute, regulation, case law, or other law renders this Agreement ineffectual, impractical or illegal, including case law holding that a Chapter 380 Economic Development Agreement rebating Sales and Use Taxes or Property Tax Increment Revenues such as this Agreement is an unconstitutional debt; or (ii) the federal government implements the Streamlined Sales and Use Tax or similar legislation in such a manner as to change the consummation of a sales and use tax event to a tax situs outside of the City of Deer Park, Texas, thereby eliminating the City's rights in the sales tax proceeds paid by Developer for taxable sales located on the Property.

Termination of this Agreement by City under this Section of the Agreement shall render this Agreement null and void from that point forward with each party having no further rights against each other under this Agreement or at law; provided, however, that (i) Developer shall be entitled to receive from City any Program Grant Payment due Developer through the date of termination and (ii) the City and Developer agree to negotiate in good faith a remedy that preserves the intent of the parties hereunder as much as reasonably possible including, without limitation, the creation of an interest and sinking fund.

## **SECTION 10. MISCELLANEOUS PROVISIONS.**

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No

alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Harris County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Harris County, Texas.
- (c) **Assignment.** None of the parties may assign its rights nor delegate its responsibilities under this Agreement without the written consent of each other party. However, without the written consent of the City: (i) any successor owner(s) of the Property shall be entitled to any Reimbursement due under this Agreement if Developer assigns such rights to a successor, and (ii) the Developer may assign its full or partial rights to receive payments from the City pursuant to this Agreement to any third party.
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. Developer warrants and represents that the individual executing this Agreement on Developer's behalf has full authority to execute this Agreement and bind it to the same.
- (e) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.

- (h) **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

if to Developer: Cencor Acquisition Company, Inc.  
1800 Bering Drive, Suite 550  
Houston, Texas 77057  
Attn: JoBeth Prochaska and Steve Chandler  
Telephone: 713.781.7111

if to the City: City of Deer Park, Texas  
710 E. San Augustine  
Deer Park, Texas 77536  
Attn: \_\_\_\_\_  
Telephone: \_\_\_\_\_

- (i) **Revenue Sharing Agreement.** The City designates this Agreement as a revenue sharing agreement, thereby entitling the City to request Sales and Use Tax information from the State Comptroller, pursuant to section 321.3022 of the Texas Tax Code, as amended.
- (j) **Severability.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included to the extent it does not frustrate the intent of this Agreement.
- (k) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.
- (l) **Undocumented Workers.** Developer certifies that Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of the prime rate plus six percent (6%) per annum, not later than the 120th day after the date the City notifies Developer of the violation.

**[The Remainder of this Page Intentionally Left Blank]**

IN TESTIMONY OF WHICH, this Agreement, in multiple originals, each having equal force, has been executed on behalf of the parties hereto as follows, to-wit:

**CITY:**

**CITY OF DEER PARK, TEXAS**  
A Texas home-rule municipality

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

**ATTEST:**

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

**DEVELOPER:**

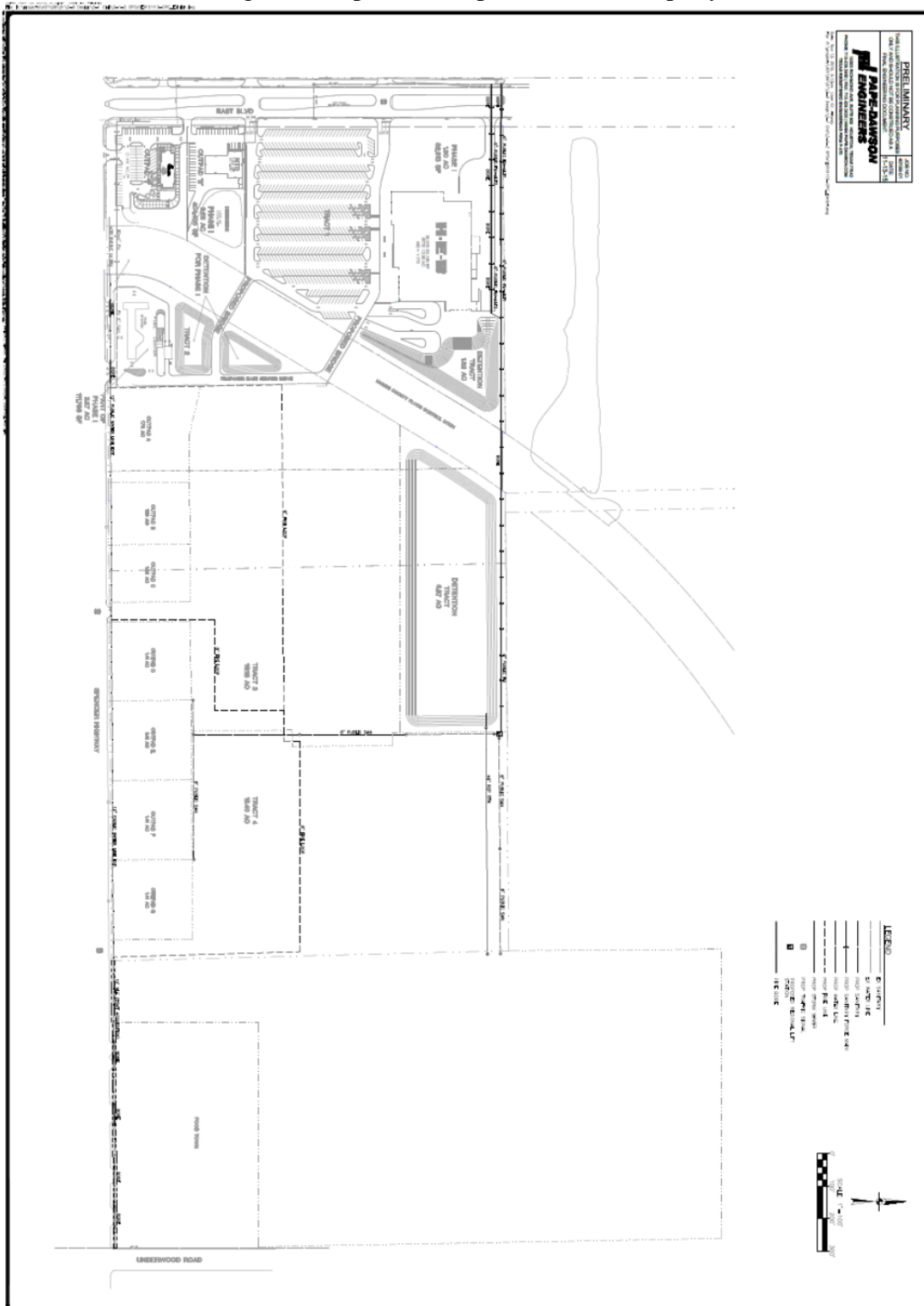
**CENCOR ACQUISITION COMPANY, INC.,**  
A Texas corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_



*Exhibit A*

### Legal Description or Depiction of the Property



## Exhibit B

### Improvements

#### I. WATER, SANITARY, AND STORM SEWER FACILITIES

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
<b>WATER DISTRIBUTION SYSTEM</b>					
1.	Connection to existing Water System	EA	3	12,000.00	36,000.00
2.	6" Waterline	EA	400	45.00	18,000.00
3.	8" Waterline	LF	3,800	55.00	209,000.00
4.	12" Waterline	LF	3,100	65.00	201,500.00
5.	12" Waterline Bore	LF	425	400.00	170,000.00
6.	12" Gate Valve	EA	9	3,300.00	29,700.00
7.	Standard Flushing Valve Assembly	EA	19	4,000.00	76,000.00
8.	Easement Acquisition for Waterline along Spencer Hwy	SF	8,900	2.50	22,250.00
9.	Contingency (15%)	LS	1	114,367.50	114,367.50
<b>TOTAL WATER IMPROVEMENTS:</b>					<b>\$ 876,900.00</b>

<b>SANITARY SEWER SYSTEM</b>					
1.	6" Force Main	LF	1,400	80.00	112,000.00
2.	12" Bore and Steel Casing for 6" Force Main	LF	300	350.00	105,000.00
3.	Lift Station with backup generator	EA	1	500,000.00	500,000.00
4.	8" Sanitary Sewer	LF	2,100	80.00	168,000.00
5.	Standard Manhole	EA	9	3,500.00	31,500.00
6.	Connect to Existing Sewer	EA	1	8,000.00	8,000.00
7.	Contingency (15%)	LS	1	138,675.00	138,680.00
<b>TOTAL SANITARY SEWER IMPROVEMENTS:</b>					<b>\$ 1,063,200.00</b>

<b>MISCELLANEOUS</b>					
1.	Bonds/Mobilization	LS	1	20,000.00	20,000.00
2.	Site Preparation/Clearing & Grubbing	AC	4	8,000.00	30,310.00
3.	Site Restoration/Revegetation	AC	4	3,000.00	11,370.00
4.	Engineering, Materials Testing, and Miscellaneous Fees (20%)	LS	1	388,020.00	388,020.00
<b>TOTAL MISCELLANEOUS:</b>					<b>\$ 449,700.00</b>

<b>TOTAL WATER AND SANITARY SEWER IMPROVEMENTS:</b>					<b>\$ 2,389,800.00</b>
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#### II. TRAFFIC

ITEM NO.	DESCRIPTION	UNIT		UNIT PRICE	AMOUNT
1.	Left Turn Lane on East Blvd into HEB Tract	EA	1	135,000.00	135,000.00
2.	Right Turn Lane on East Blvd into HEB Tract	EA	1	120,000.00	120,000.00
3.	Left Turn Lane on East Blvd at Spencer Highway	EA	1	150,000.00	150,000.00
4.	Traffic Signals on East Blvd & Spencer Highway	EA	3	300,000.00	900,000.00
5.	Contingency (15%)	LS	1	195,750.00	195,750.00
<b>TOTAL TRAFFIC ITEMS:</b>					<b>\$ 1,500,800.00</b>

<b>MISCELLANEOUS</b>					
1.	Bonds/ Mobilization	LS	1	15,000.00	15,000.00
2.	Engineering, Materials Testing, and Miscellaneous Fees (18%)	LS	1	270,144.00	270,150.00
<b>TOTAL MISCELLANEOUS:</b>					<b>\$ 285,150.00</b>

<b>TOTAL TRAFFIC IMPROVEMENTS:</b>					<b>\$ 1,785,950.00</b>
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***Exhibit C***

**Texas Workforce Commission Release Form**



**AUTHORIZATION TO RELEASE  
CONFIDENTIAL UNEMPLOYMENT INSURANCE RECORDS**

I, \_\_\_\_\_,

Social Security Number: \_\_\_\_\_,

authorize the Texas Workforce Commission ("TWC") to release the following records:  
(please check applicable items)

\_\_\_\_\_ Unemployment Insurance claims records  
\_\_\_\_\_ Wage Records  
\_\_\_\_\_ Other (Please List) \_\_\_\_\_

to the following person/entity: \_\_\_\_\_

I understand that these are records of a state agency, and I expressly authorize that agency to release these records to the above person/entity for the following purpose:

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

I authorize the release of records for use only for the purpose listed above. Any person(s) obtaining records pursuant to this Authorization shall be solely responsible for the payment of all costs assessed by the Texas Workforce Commission for providing such records. A legible photocopy or telecopy transmission facsimile of this Authorization shall be deemed equivalent to the original. This Authorization shall be valid for a period of six (6) months from the date of execution set forth below, or until my written revocation is received by TWC, whichever occurs earlier.

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

Signature: \_\_\_\_\_

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

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

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Texas Workforce Commission, Open Records Section  
• 101 E. 15th Street, Room 266 • Austin, Texas 78778-0001  
• Tel: 512-463-2422 • Fax: 512-463-2990 • Relay Texas: 800-735-2989 (TDD); 800-735-2988 (Voice)  
• [open.records@twc.state.tx.us](mailto:open.records@twc.state.tx.us) • [www.twc.state.tx.us](http://www.twc.state.tx.us)  
Equal Opportunity Employer/Services



**AUTORIZACIÓN PARA LA REVELACIÓN DE  
INFORMACIÓN CONFIDENCIAL DE BENEFICIOS DE DESEMPLEO**

Yo, \_\_\_\_\_,

Número de Seguro Social: \_\_\_\_\_,

autorizo a la Comisión de la Fuerza Laboral de Tejas (Texas Workforce Commission o también conocida por sus siglas TWC) a revelar la siguiente información sobre (marque los que aplican):

\_\_\_\_\_ Reclamos para Beneficios de Desempleo  
\_\_\_\_\_ Información de Salario  
\_\_\_\_\_ Otro (favor de enumerar) \_\_\_\_\_

a la siguiente persona/entidad: \_\_\_\_\_

Yo entiendo que esta información es de una agencia del estado, y autorizo explícitamente a dicha agencia a revelar la información a la persona/entidad mencionada arriba para el siguiente propósito:

Yo autorizo la revelación de información solamente para el propósito indicado arriba. Cualquier persona(s) que obtenga información a través de esta Autorización será totalmente responsable para el costo evaluado por la TWC para proveer dicha información. Una fotocopia legible o copia por facsímil de esta Autorización será considerada como equivalente al original. Esta Autorización será válida para un periodo de seis (6) meses a partir de la fecha de ejecución indicada abajo, o hasta mi revocación por escrito sea recibida por la TWC, lo que ocurra primero.

Fecha: \_\_\_\_\_

Firma: \_\_\_\_\_

Nombre en Letra de Imprenta: \_\_\_\_\_

Calle: \_\_\_\_\_

Ciudad, Estado, Código Postal: \_\_\_\_\_

Teléfono: \_\_\_\_\_

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Equal Opportunity Employer/Services