

**CITY OF EULESS, TEXAS  
AND  
HARWOOD AND MAIN, LTD.**

**CHAPTER 380 ECONOMIC DEVELOPMENT  
PROGRAM AGREEMENT**

This CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT is made and entered into by and between the CITY OF EULESS, TEXAS, a Texas home rule municipality (“City”), and HARWOOD AND MAIN, LTD., a Texas limited partnership (“Company”), each of which may be singularly referred to as “Party” and jointly referred to as “Parties,” for the purposes and considerations stated below.

**WHEREAS**, the Company has applied to the City for financial assistance to renovate the Harwood Crossing Shopping Center located at 1060 N. Main Street, Eules, Texas (“Shopping Center”); and

**WHEREAS**, the City has the authority under Article 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code (“Chapter 380”) to make loans or grants of public funds for the purposes of promoting local economic development and stimulating business and commercial activity within the City; and

**WHEREAS**, the City desires to provide, pursuant to Chapter 380, an incentive to the Company to renovate the Shopping Center; and

**WHEREAS**, the City has determined that a grant of funds to the Company will serve the public purpose of promoting local economic development, and stimulating business and commercial activity within the City.

**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 Parties 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. PROGRAM APPROVED.**

The City Council of the City hereby establishes a Chapter 380 economic development program (the “Program”) to facilitate the renovation of the Shopping Center and determines that this Agreement will effectuate the purposes of the Program, and that the Company’s performance of its obligations herein will promote local economic development and stimulate business and commercial activity in the City.

### **SECTION 3. TERM.**

This Agreement shall be effective as of the Effective Date and shall terminate when all terms and conditions of this Agreement have been fulfilled, unless terminated earlier pursuant to the terms of this Agreement.

### **SECTION 4. DEFINITIONS.**

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

“Ad Valorem Tax” means the real property taxes imposed by the City on the Property, including all Improvements and Business Personal Property, but excluding any mineral estate.

“Ad Valorem Tax Paid” means Ad Valorem Tax paid to and received by the City.

“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.

“Base Tax Value” means the Ad Valorem Tax assessed by the City for calendar year 2015 which is due and payable not later than January 31, 2016.

“Base Sales Tax Value” means the amount of Sales Tax collected and received by the City from the Shopping Center during the calendar year 2014.

“Business Personal Property” means tangible personal property, equipment and fixtures subject to ad valorem taxation, other than inventory or supplies, owned or leased by Company on the Property.

“City” means the City of Euless, Texas, a Texas home-rule municipality, whose address for the purposes of this Agreement is 201 N. Ector Dr., Euless, Texas 76039.

“Company” means Harwood and Main, Ltd., a Texas limited partnership, whose address for the purposes of this Agreement is 8235 Douglas Avenue, Suite 620, Dallas, Texas 75225-6017.

“Effective Date” means the last date this Agreement is signed by either Party.

“Event of Default” means and includes any of the Events of Default set forth below in the section entitled “Events of Default.”

“Force Majeure” means any act of God or the public enemy, war, riot, civil commotion, fire, explosion or flood, and strikes or other act beyond the reasonable control of the Parties, but not including lack of funds.

“Green Tag” means an approval issued by the City after final inspection reflecting that construction of the Improvements has been completed in conformance with all appropriate City codes and requirements.

“Improvements” means: (1) the expansion and renovation of the Kroger Signature Store from its current 47,000 square feet to approximately 74,500 square feet, as shown on Site Plan #14-13-SP, approved by the City Council of City on October 28, 2014, and as attached as Exhibit C; and (2) the exterior renovation of the southern section of the Shopping Center as depicted in the elevations shown on the attached Exhibit D.

“Program Grant” or “Program Grant Payment” means the economic development grants paid by the City to the Company in accordance with this Agreement.

“Property” means that real property on which the Shopping Center is located and being more particularly described on the attached Exhibit B.

“Sales Tax” means the City’s municipal sales and use tax, currently at the rate of one percent (1.0%), pursuant to Section 321.103 of the Texas Tax Code, as amended, generated from the Shopping Center and received by the City; provided, should the Texas Legislature amend the applicable tax code provision to increase or decrease the amount of allowed municipal sales and use tax, then in the event of a decrease, Sales Tax shall mean the actual amount of sales and use tax received by the City, and in the event of an increase, the Sales Tax shall mean one percent (1.0%). Sales taxes specifically excluded from this definition include any present or future sales tax that, on account of their designation or commission to a specific purpose or entity pursuant to state or local law, are not retained by the City for general use.

“Sales Taxes Paid” means Sales Tax paid to and received by the City net of any fees charged by the State Comptroller, generated by the Shopping Center.

“Sales Tax Report” has the meaning set forth in Section 5(4).

“Shopping Center” means the Harwood Crossing Shopping Center located at 1060 N. Main Street, Euless, Texas.

“Tenants” means the tenants or other occupants operating businesses within the Shopping Center.

## **SECTION 5. OBLIGATIONS OF COMPANY.**

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

- (1) Completion of Improvements. The Company agrees that the Improvements must receive a Green Tag from the City no later than June 30, 2017; provided, however, that if requested in writing by the Company, the City will extend this deadline, if in the City’s reasonable discretion the City determines that an extension is warranted upon (a) an event

of Force Majeure that suspends construction of the Improvements for a period of time such as to prevent the Improvements from receiving the Green Tag by June 30, 2017; or (b) disruption due to construction of infrastructure improvements by the City for a period of time such as to prevent the Improvements from receiving the Green Tag by June 30, 2017.

(2) Performance. The Company agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between the Company and the City.

(3) Undocumented Workers. The Company certifies that the Company does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended, in carrying out its obligations under this Agreement. If during the Term of this Agreement, the Company is convicted of a violation under 8 U.S.C. § 1324a(f) , repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of the prime rate published in the *Wall Street Journal* plus two percent (2%) per annum, not later than the 120th day after the date the City notifies the Company of the violation (the "Appealable Rate").

(4) Sales Tax Reports. The Company shall authorize or use its reasonable efforts to cause the Tenants to authorize the State Comptroller to issue Sales Tax Reports to the City for the total taxable sales consummated at the Shopping Center on an annual basis, but only to the extent that the City does not have access to such Sales Tax Reports. The City's obligations to make Program Grant Payments are contingent upon receipt of (or access to) the Sales Tax Reports or the tax information contemplated in the next succeeding sentence. In the event such Sales Tax Reports are not available from the State Comptroller, the Company shall use its reasonable efforts to provide the City with information to verify taxable sales from the Shopping Center before any Program Grant Payment will be made.

(5) Taxes. During the term of the Agreement, the Company shall timely pay all ad valorem and other charges due by the Company to the City (to the extent not being contested in good faith) or this Agreement can be nullified by the City. Additionally, the Company, upon the City's request, will furnish evidence reasonably satisfactory to the City, on or before the first March 1 following issuance of the Green Tag for the Improvements, and on or before March 1 of each year thereafter during the Term of this Agreement, that there are no delinquent Sales Taxes, City utility charges or fees, or Ad Valorem Taxes due and owing as to the Property and that all such taxes for the preceding calendar year have been paid in full (to the extent not being contested in good faith).

## **SECTION 6. OBLIGATIONS OF CITY.**

Program Grant Payments shall be paid according to the following terms:

(1) Sales Tax Rebate.

(a) Program Grant Payment. Upon the satisfaction of the Company's obligations under Section 5, and so long as the Company remains in compliance with the provisions of Section 5, the City agrees to pay the Company a Program Grant Payment equal to fifty percent (50%) of the positive difference of the Sales Tax Paid minus the Base Sales Tax Value, which payment shall be made for a period beginning the first full calendar month after the Improvements have received a Green Tag, and continuing thereafter for one hundred twenty (120) months. The Base Sales Tax Value will be pro-rated during the first and final year of this Agreement if the first and final years are not a full twelve calendar month period, as explained by example on the attached Exhibit A.

(b) Grant Paid Annually. The City will pay the Program Grant Payment on an annual basis, based on the Sales Tax Report from the State Comptroller received by the City during each calendar year (sales tax reporting periods include November – October). The City will remit the Program Grant Payment to the Company by March 31st of the year following such calendar year.

(2) Ad Valorem Tax Rebate.

(a) Program Grant Payment. Upon the satisfaction of the Company's obligations under Section 5, and so long as the Company remains in compliance with the provisions of Section 5, the City agrees to pay the Company a Program Grant Payment in an amount equal to one hundred percent (100%) of the positive difference of the Ad Valorem Tax Paid minus the Base Tax Value, which payment shall be made for a period beginning on January 1 of the first calendar year after the Improvements have received a Green Tag, and continuing thereafter for ten (10) years. By way of example and explanation, if the Green Tag is received on November 30, 2015, then the Program Grant Payment period would begin with the 2016 tax year, which 2016 Ad Valorem Tax would not be received by the City and paid to the Company until 2017.

(b) Grant Paid Annually. The City will pay the Program Grant Payment on an annual basis, no later than March 31<sup>st</sup> of the year following the calendar year to which such Ad Valorem Tax Paid relates, provided the Company has first provided the City sufficient evidence that the Ad Valorem Taxes have been paid.

## **SECTION 7. EVENTS OF DEFAULT.**

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

(1) Default. Failure of the Company or the City to comply with or to perform any term, obligation, covenant or condition contained in this Agreement or in any related documents, and the Company or the City fails to cure such failure within thirty (30) days after written notice from the City or the Company, as the case may be, describing such failure, or if such failure cannot be cured within such thirty (30) day period in the exercise of all due diligence, then if the Company or the City fails to commence such cure within such thirty

(30) day period or fails to continuously thereafter diligently prosecute the cure of such failure.

(2) False Statements. Any written warranty, representation or statement made or furnished to the receiving Party under this Agreement or any document(s) related hereto furnished to the receiving Party is/are false or misleading in any material respect, either now or at the time made or furnished, and the furnishing Party fails to cure same within thirty (30) days after written notice from the receiving Party describing the violation, or if such violation cannot be cured within such thirty (30) day period in the exercise of all due diligence, then if the furnishing Party fails to commence such cure within such thirty (30) day period or fails to continuously thereafter diligently prosecute the cure of such violation, or if the furnishing Party obtains actual knowledge that any such warranty, representation or statement has become false or misleading after the time that it was made, and the furnishing Party fails to provide written notice to the receiving Party of the false or misleading nature of such warranty, representation or statement within ten (10) days after the furnishing Party learns of its false or misleading nature.

(3) Insolvency. The dissolution or termination of the Company's existence as a going business or concern, the Company's insolvency, appointment of receiver for any part of the Company's property, any assignment of all or substantially all of the assets of the Company for the benefit of creditors of the Company, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Company unless, in the case of involuntary proceedings, such proceedings are discharged within ninety (90) days after filing.

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

(1) Notice and Remedies. In the event of default under this Agreement, including without limitation, Section 7, the non-defaulting Party shall give written notice to the defaulting Party of any default, and the defaulting Party shall have the period provided in Section 7 to cure said default. Should said default remain uncured as of the last day of the applicable cure period and the non-defaulting Party is not otherwise in default, the non-defaulting Party shall have the right to immediately terminate this Agreement. In the event the City terminates this Agreement as a result of the foregoing, it will have no further obligation to make any remaining Program Grant Payment. Additionally, the Company will owe the City repayment of the previous Program Grant Payments made to the Company, plus interest at the rate of the prime rate per annum. The Company shall pay such funds to the City within sixty (60) days of termination.

(2) Damage Limitation. Under no circumstances shall the Company be liable to the City under this Agreement for damages in excess of the aggregate amount of funds paid by the City to the Company pursuant to this Agreement. Neither party shall be liable to the other party for indirect, special or consequential damages except as provided for in Section 5 (3).

## **SECTION 9. ADDITIONAL SALES TAX PROVISIONS**

The following additional sales tax provisions are a part of this Agreement:

(1) Legislative or Judicial Changes. In the event of any legislative or judicial interpretation that limits or restricts the City's ability to pay the general sales tax rebates herein provided or otherwise extracts or imposes any penalty or other restriction upon the payment of same, such rebate will cease as of the effective date of such limitation or restriction and be of no further force, effect or consequence in which event the City shall be under no further obligation to the Company as of the effective date of such limitation or restriction. However, the City and the Company agree to modify the rebate provided for herein to the extent permitted by such legislative or judicial action to the fullest extent then authorized without penalty or other restriction upon the City for the payment of same.

(2) Erroneously Paid Sales Tax. In the event the State Comptroller determines, for any reason, that any sales and use taxes were erroneously paid to the City from the sales provided for herein and the City shall be required to rebate or repay any portion of such taxes, the amount of such rebate or repayment shall be deducted from the calculation of the Sales Taxes Paid, and in the event the calculation of Sales Taxes Paid for a Program Grant Payment shall reflect an overpayment by the City to the Company, the Company agrees to reimburse the City the amount of such overpayment. Notification of any such required adjustment will be provided to the Company at the earliest practical date.

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

The following miscellaneous provisions are a part of this Agreement:

(1) Amendments. At any time, the City and the Company may determine that this Agreement should be amended for the mutual benefit of the Parties, or for any other reason, including an amendment to induce the Company to continue development and commercial activities in the City when this Agreement could otherwise be terminated. The City and the Company agree to consider reasonable requests for amendments to this Agreement which may be made by any of the Parties hereto, lending institutions, bond counsel or financial consultants. Any amendments to this Agreement must be in writing and signed by the appropriate authorities of both the City and the Company.

(2) 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 Tarrant County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Tarrant County, Texas.

(3) Assignment. This Agreement may not be assigned without the written consent of the other Party; provided, however, that this Agreement may be assigned by the Company upon a sale or other transfer of the Company's interest in the Property without the City's consent.

(4) Binding Obligation. This Agreement shall become a binding obligation on the Parties upon execution by all signatories hereto. The City warrants and represents that the individual executing this Agreement on behalf of the City has full authority to execute this Agreement and bind the City to the same. The Company warrants and represents that the

individual executing this Agreement on the Company's behalf has full authority to execute this Agreement and bind it to the same.

(5) 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.

(6) 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.

(7) Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties as to the matters set forth in this Agreement. No other understanding, oral or otherwise, in direct conflict with this Agreement shall be deemed to exist or to bind any of the Parties hereto. All prior written or oral offers, counteroffers, memoranda of understanding, proposals and the like are superseded by 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. Neither Party is relying on any statement, representation, nor warranty of the other Party not expressly set out in this Agreement. Each of the undersigned authorized representatives of the Parties, warrants and represents and does hereby state and represent that no promise or agreement which is not herein expressed has been made to him or her in executing this Agreement, and that neither of the signatories is relying upon any statement or representation of any agent of the Parties. Each Party is relying on his or her own judgment and each Party has been represented by independent counsel of its choosing. This Agreement shall not be construed against the drafter hereof, but shall be construed as if all Parties drafted the same.

(8) 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 Force Majeure, 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. This section does not affect the Company's obligations or the City's discretion described in Section 5(1).

(9) Further Acts and Releases. The City and the Company each agrees to take such additional acts and execute such other documents as may be reasonable and necessary in the performance of their obligations hereunder.

(10) Governmental Powers; Waiver of Immunity. By execution of this Agreement, the City does not waive or surrender any of its governmental powers, immunities or rights.

(11) No Third Party Beneficiaries. The performance of the respective obligations of the City and the Company under this Agreement are not intended to benefit any Party other than the City or the Company, except as expressly provided otherwise herein. No person or entity not a signatory to this Agreement shall have any rights or causes of action against



any Party to this Agreement as a result of that Party's performance or non-performance under this Agreement, except as expressly provided otherwise herein.

(12) 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 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 Company: Harwood and Main, Ltd.  
8235 Douglas Avenue, Suite 620  
Dallas, Texas 75225-6017  
ATTN: Gene Richardson, Jr.

with a copy to: Bell Nunnally & Martin LLP  
3232 McKinney Avenue, Suite 1400  
Dallas, Texas 75204  
ATTN: Jean Pierre Boyea, Esq.

if to the City: City of Euless  
201 N. Ector Dr.  
Euless, Texas 76039  
ATTN: City Manager

(13) Right of Offset. The City may at its option, after prior written notice to the Company, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due and owing to the City from the Company, 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.

(14) Relationship of Parties. The Parties shall not be deemed in a relationship of partners or joint ventures by virtue of this Agreement, nor shall either Party be an agent, representative, trustee or fiduciary of the other. Neither Party shall have any authority to bind the other to any agreement.

(15) Severability. The City and the Company declare that the provisions of this Agreement are severable. If it is determined by a court of competent jurisdiction that any term, condition or provision hereof is void, voidable, or unenforceable for any reason whatsoever, then such term, condition or provision shall be severed from this Agreement and the remainder of the Agreement enforced in accordance with its terms.

(16) Time is of the Essence. Time is of the essence in the performance of this Agreement.

(17) Attorneys' Fees. In the event that either Party hereto brings an action or other proceeding to enforce or interpret the terms and provisions of this Agreement, the prevailing Party in that action or proceeding shall be entitled to have and recover from the

non-prevailing Party all such fees, costs and expenses (including, without limitation, all court costs and reasonable attorneys' fees) as the prevailing Party may suffer or incur in the pursuit or defense of such action or proceeding.

**CITY OF EULESS, TEXAS**

By: \_\_\_\_\_  
Loretta Getchell  
City Manager

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

**HARWOOD AND MAIN, LTD.,**  
a Texas limited partnership

By: Raywood Interests, Inc., a Texas corporation  
Its: General Partner

By: \_\_\_\_\_  
Gene Richardson, Jr., President

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

**EXHIBIT "A"**

Table: Sample Sales Tax Amounts Paid to the City

**TABLE: Sample Sales Tax Amounts Paid to the CITY**

<b>Month Received</b>	<b>2014</b>	<b>2016</b>
January	\$10	\$15
February	\$15	\$20
March	\$10	\$15
April	\$15	\$20
May	\$10	\$15
June	\$10	\$15
July	\$15	\$20
August	\$10	\$15
September	\$10	\$15
October	\$5	\$10
November	\$10	\$15
December	\$10	\$20
Total	\$130	\$195

**Rebate Calculations based on issuance of green tag:**

Full Year

Issued November 1, 2015 the Sales Tax Received (Jan – Dec) = \$195.

First Year Rebate = (Actual 2016 of \$195 less Base \$130) x 50% = \$32.50 Rebate.

Prorated First Year

Issued January 1, 2016 the Sales Tax Received (March – Dec) = \$160

First Year Rebate = (Actual March through December 2016 of \$160 less March through December 2014 Prorated Base of \$105) x 50% = \$27.50 Rebate.

Prorated Final Year

Final Year Rebate = (January & February 2026 Actual less January & February Prorated Base of \$25) x 50%.

**EXHIBIT “B”**

Tarrant Appraisal District Real Estate Descriptions

# Exhibit B

## Tarrant Appraisal District

### Real Estate

01/20/2015

**Account Number:** 05759870  
**Georeference:** 17403-1-3  
**Property Location:** 1060 N MAIN ST, EULESS, 76039



**Owner Information:** HARWOOD & MAIN LTD  
 Attention: ATTN RAYWOOD INTERESTS INC  
 8235 DOUGLAS AVE STE 620  
 DALLAS TX 75225-6015

**2 Prior Owners**

**Legal Description:** HARWOOD CROSSING SUBDIVISION  
 Block: 1 Lot: 3  
**Taxing Jurisdictions:** 025 CITY OF EULESS  
 220 TARRANT COUNTY  
 916 HURST-EULESS-BEDFORD ISD  
 224 TARRANT COUNTY HOSPITAL  
 225 TARRANT COUNTY COLLEGE

This information is intended for reference only and is subject to change. It may not accurately reflect the complete status of the account as actually carried on TAD's database.

**Certified Values for Tax Year 2014**

	Land	Impr	2014 Total ††
<b>Market Value</b>	\$990,990	\$2,189,010	\$3,180,000
<b>Appraised Value †</b>	\$990,990	\$2,189,010	\$3,180,000
<b>Approximate Size †††</b>			0
<b>Land Acres</b>			4.55
<b>Land SqFt</b>			198,198

† Appraised value may be less than market value due to state-mandated limitations on value increases.  
 † A zero value indicates that the property record has not yet been completed for the indicated tax year.  
 †† Rounded

**5-Year Value History**

Tax Year	Appraised Land	Appraised Impr	Appraised Total	Market Land	Market Impr	Market Total
2013	\$990,990	\$2,395,488	\$3,386,478	\$990,990	\$2,395,488	\$3,386,478
2012	\$990,990	\$1,944,010	\$2,935,000	\$990,990	\$1,944,010	\$2,935,000
2011	\$990,990	\$1,821,310	\$2,812,300	\$990,990	\$1,821,310	\$2,812,300
2010	\$990,990	\$1,742,285	\$2,733,275	\$990,990	\$1,742,285	\$2,733,275
2009	\$990,990	\$1,742,285	\$2,733,275	\$990,990	\$1,742,285	\$2,733,275

2015 Notice Sent:

Protest Deadline:

**Exemptions:**

**Property Data:**

<p><b>Deed Date:</b> 03/27/1992  <b>Deed Page:</b> 0001574  <b>Deed Volume:</b> 0010578  <b>Instrument:</b> 00105780001574</p> <p><b>Year Built:</b> 1985  <b>Pct Complete:</b> 1.00  <b>TAD Map:</b> 2126-428  <b>MAPSCO:</b> TAR-055D  <b>Agent:</b> KURZ GROUP INC</p>	<p><b>State Code:</b> F1 Commercial  <b>Garage Bays:</b> 0  <b>Central Air:</b> N  <b>Central Heat:</b> N  <b>Pool:</b> N</p>
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**Tarrant Appraisal District**

**Real Estate**

01/20/2015

**Account Number:** 05759900  
**Georeference:** 17403-1-2A  
**Property Location:** 1080 N MAIN ST, EULESS, 76039



**Owner Information:** KROGER CO THE  
 1014 VINE ST  
 CINCINNATI OH 45202-1141

**3 Prior Owners**

**Legal Description:** HARWOOD CROSSING SUBDIVISION  
 Block: 1 Lot: 2A  
**Taxing Jurisdictions:** 025 CITY OF EULESS  
 220 TARRANT COUNTY  
 916 HURST-EULESS-BEDFORD ISD  
 224 TARRANT COUNTY HOSPITAL  
 225 TARRANT COUNTY COLLEGE

This information is provided for reference only and is subject to change. It may not accurately reflect the complete status of the account as it is actually carried in TAD's database.

**Certified Values for Tax Year 2014**

	Land	Impr	2014 Total ††
<b>Market Value</b>	\$1,029,595	\$1,203,962	\$2,233,557
<b>Appraised Value †</b>	\$1,029,595	\$1,203,962	\$2,233,557
<b>Approximate Size †††</b>			0
<b>Land Acres</b>			4.7272
<b>Land SqFt</b>			205,919

† Appraised value may be less than market value due to state-mandated limitations on value increases.  
 †† A zero value indicates that the property record has not yet been completed for the indicated tax year.  
 ††† Rounded.

**5-Year Value History**

Tax Year	Appraised Land	Appraised Impr	Appraised Total	Market Land	Market Impr	Market Total
2013	\$1,029,595	\$1,203,962	\$2,233,557	\$1,029,595	\$1,203,962	\$2,233,557
2012	\$1,029,595	\$1,203,962	\$2,233,557	\$1,029,595	\$1,203,962	\$2,233,557
2011	\$1,029,595	\$1,520,405	\$2,550,000	\$1,029,595	\$1,520,405	\$2,550,000
2010	\$1,029,595	\$1,644,173	\$2,673,768	\$1,029,595	\$1,644,173	\$2,673,768
2009	\$1,029,595	\$2,369,667	\$3,399,262	\$1,029,595	\$2,369,667	\$3,399,262

2015 Notice Sent:

Protest Deadline:

**Exemptions:**

**Property Data:**

**Deed Date:** 11/01/2005  
**Deed Page:** 0000000  
**Deed Volume:** 0000000  
**Instrument:** D205337006  
  
**Year Built:** 1985  
**Pct Complete:** 1.00  
**TAD Map:** 2126-428  
**MAPSCO:** TAR-055D  
**Agent:** PARADIGM TAX GROUP

**State Code:** F1 Commercial  
**Garage Bays:** 0  
**Central Air:** N  
**Central Heat:** N  
**Pool:** N

# Exhibit B

## Tarrant Appraisal District

### Real Estate

01/20/2015

**Account Number:** 05759919  
**Georeference:** 17403-1-1  
**Property Location:** 1090 N MAIN ST, EULESS, 76039



**Owner Information:** KROGER TEXAS LP  
 Attention: ATTN TAX DEPT 7TH FLOOR  
 1014 VINE ST  
 CINCINNATI OH 45202-1141

**1 Prior Owners**

**Legal Description:** HARWOOD CROSSING SUBDIVISION  
 Block: 1 Lot: 1  
**Taxing Jurisdictions:** 025 CITY OF EULESS  
 220 TARRANT COUNTY  
 916 HURST-EULESS-BEDFORD ISD  
 224 TARRANT COUNTY HOSPITAL  
 225 TARRANT COUNTY COLLEGE

This information is intended for reference only and is subject to change. It may not accurately reflect the complete status of the account as actually carried in TAD's database.

**Certified Values for Tax Year 2014**

	Land	Impr	2014 Total ††
<b>Market Value</b>	\$194,573	\$186,379	\$380,952
<b>Appraised Value †</b>	\$194,573	\$186,379	\$380,952
<b>Approximate Size †††</b>			0
<b>Land Acres</b>			0.5955
<b>Land SqFt</b>			25,943

† Appraised value may be less than market value due to state-mandated limitations on value increases.  
 †† A zero value indicates that the property record has not yet been completed for the indicated tax year.  
 ††† Rounded

**5-Year Value History**

Tax Year	Appraised Land	Appraised Impr	Appraised Total	Market Land	Market Impr	Market Total
2013	\$194,573	\$186,379	\$380,952	\$194,573	\$186,379	\$380,952
2012	\$194,573	\$186,379	\$380,952	\$194,573	\$186,379	\$380,952
2011	\$259,431	\$121,521	\$380,952	\$259,431	\$121,521	\$380,952
2010	\$259,431	\$121,521	\$380,952	\$259,431	\$121,521	\$380,952
2009	\$259,431	\$121,521	\$380,952	\$259,431	\$121,521	\$380,952

2015 Notice Sent:

Protest Deadline:

**Exemptions:**

**Property Data:**

**Deed Date:** 01/27/2003  
**Deed Page:** 0000307  
**Deed Volume:** 0016384  
**Instrument:** 00163840000307  
**State Code:** F1 Commercial  
**Garage Bays:** 0  
**Central Air:** N  
**Central Heat:** N  
**Pool:** N  
**Year Built:** 1985  
**Pct Complete:** 1.00  
**TAD Map:** 2126-428  
**MAPSCO:** TAR-055D  
**Agent:** PARADIGM TAX GROUP

**EXHIBIT “C”**

Elevations of Kroger Building



EXHIBIT C



**EXHIBIT “D”**

Elevations of South End Building





**GENERAL NOTES**  
 ADD 9 DECORATIVE SCENCES TOTAL AT ALL NEW TOWERS  
 NEW PAINT THROUGHOUT  
 STEEL CANOPIES MAY NEED ADDITIONAL SUPPORT  
 INCLUDING STEEL TUBE AND TIE BACKS.

**ADDITIONAL NOTES FOR SMOOTH FINISH**  
 EXISTING RIBBED AREAS OF TILT PANEL TO RECEIVE SMOOTH FINISH ACHIEVED BY THE FOLLOWING:  
 1. REMOVE EXISTING PROTRUDING EIFS SQUARE ACCENTS, BOTH AT GRADE AND ABOVE.  
 2. SANDBLAST OR POWER WASH TO REMOVE EXISTING PAINT, ANY LOOSE MATERIAL TO EXPOSED CLEAN, SOUND AND SOLID CONCRETE.  
 3. APPLY ARDEX B20 PER MANUF. RECOMMENDATIONS IN RIBBED/GROOVED AREAS COVERING THE ENTIRE AREA AND  
 AND  
 4. SKIMCOAT OF OVP MAY BE NECESSARY IF TEXTURE IS TOO ROUGH.