

THE STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS           §

**REAL PROPERTY [or TANGIBLE PERSONAL PROPERTY] TAX ABATEMENT AGREEMENT WITH \_\_\_\_\_**

This TAX ABATEMENT AGREEMENT is entered into by and between the City of Dallas, Texas, a municipal corporation of Dallas County, Texas (hereinafter called "CITY"), acting by and through its duly authorized officers, and \_\_\_\_\_, a \_\_\_\_\_ *[authorized to transact business in Texas] or [with its principal place of business located at]* (hereinafter called "OWNER"), acting by and through its authorized officers.

**WITNESSETH:**

**WHEREAS**, the CITY, pursuant to Resolution No. 00-3784 approved by the City Council on December 13, 2000: (1) adopted revised Public/Private Partnership Program - Guidelines and Criteria, which established certain guidelines and criteria for the use of city incentive programs for private development projects; (2) elected to be eligible to participate in tax abatement; and (3) established appropriate guidelines and criteria governing tax abatement agreements to be entered into by the city as required by the Property Redevelopment and Tax Abatement Act, as amended, (V.T.C.A. Tax Code, Chapter 312); and

**WHEREAS**, the City Council pursuant to Ordinance No. 23229 approved on August 27, 1997, re-nominated three (3) areas of the City of Dallas as Enterprise Zones One, Two and Three under the Texas Enterprise Zone Act, as amended (Government Code, Chapter 2303); and

*[WHEREAS, pursuant to Section 2303.109 of the Texas Enterprise Zone Act, as amended (Government Code, Chapter 2303), designation of an area as an Enterprise Community constitutes designation of the area as an enterprise zone without further hearing or other procedural requirements; and]*

**WHEREAS**, Section 312.2011 of the Property Redevelopment and Tax Abatement Act provides that designation of an area as an enterprise zone under the Texas Enterprise Zone Act constitutes designation of the area as a reinvestment zone without further hearing or other procedural requirements; and

**WHEREAS**, enterprise and reinvestment zones were established by the CITY to maintain and/or enhance the economic and employment base in the zone areas to the long term interest and benefit of the CITY and the zones; and

**WHEREAS**, certain property [*owned/leased*] by OWNER is located within Enterprise Zone \_\_\_\_\_ and the the contemplated improvements to and the use of certain property as set forth in this Tax Abatement Agreement, are consistent with encouraging development of said zone in accordance with the purposes for its creation and are in compliance with the CITY's tax abatement guidelines and criteria, the Ordinance creating such Enterprise Zones adopted by the CITY and all applicable laws; and

**WHEREAS**, the City Council pursuant to Resolution No. \_\_\_\_\_, passed on \_\_\_\_\_, approved the execution of this Tax Abatement Agreement by and between the CITY and OWNER; and

**WHEREAS**, notice of the CITY's intention to enter into this Tax Abatement Agreement was delivered, at least seven days prior to the date of execution of this Tax Abatement Agreement, to the respective presiding officers of the governing bodies of the taxing units that include within their boundaries the real property which is the subject of this Tax Abatement Agreement (“**Agreement**”).

**NOW THEREFORE**, the CITY and OWNER hereto do mutually agree as follows:

## **SECTION 1. PROPERTY**

A. OWNER represents that it is [*the owner and holds full legal and equitable title to*] or [*the leasehold owner of*] or [*the owner of a leasehold interest in tax-exempt real property consisting of*] that certain tract of real property located in Lot \_\_\_\_\_, Block \_\_\_\_\_, in the City of Dallas, \_\_\_\_\_ County, Texas, with the street address of \_\_\_\_\_, more particularly described in the metes and bounds description attached herein as **Exhibit A**, which is made a part of this instrument for all purposes (hereinafter such taxable [*leasehold*] interest shall be referred to herein as the “**Property**”). The Property is located entirely within the city limits of the city and solely within Enterprise Zone \_\_\_\_\_, City of Dallas, Texas. The Property is further shown on the map attached hereto as **Exhibit B** and made a part hereof.

B. At the time of execution of this Agreement, the Property is not located in an improvement project financed by tax increment bonds and does not include any property that is owned or leased by a member of the City Council or by a member of the City Plan Commission.

C. If there are liens, other than liens for ad valorem taxes, against the Property, all such lienholders have subscribed below. If there are no lienholder subscriptions below, OWNER represents that there are no liens, other than liens for ad valorem taxes, against the Property.

## **SECTION 2. IMPROVEMENTS**

A. As a condition precedent to Tax Abatement pursuant to this Agreement and in consideration of the Tax Abatement granted herein, the OWNER covenants and agrees to make improvements or repairs to the Property as described in **Exhibit C** (hereinafter referred to as “**Improvements**”) with a total construction cost including related project costs of approximately \$ \_\_\_\_\_ which Improvements shall be substantially completed on or before \_\_\_\_\_; provided, that OWNER shall have such additional time to complete the Improvements as may be required in the event of force majeure, defined herein, if OWNER is diligently and faithfully pursuing completion of the Improvements. For this purpose, “**force majeure**” shall mean any contingency or cause beyond the reasonable control of OWNER including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by acts or omissions of OWNER) fires, explosions or floods, and strikes. **The date of substantial completion of the Improvements shall be defined as the date a Certificate of Occupancy is issued by the CITY. Prior to applying for tax abatement pursuant to this Agreement, OWNER shall provide to CITY written documentation evidencing that the Improvements as described in Exhibit C were substantially completed. Such written documentation may include: a job cost summary, substantial completion report, or any other written documentation evidencing that the Improvements were substantially completed as described herein.**

*[OWNER shall provide to City written documentation evidencing that the Improvements were completed as described herein. Such written documentation shall be provided to the City and to the Dallas Central Appraisal District on or before April 15th of each year during the Tax Abatement Period and shall also include all of the following information and documentation:*

- *a rendition of the eligible tangible business personal property receiving the Tax Abatement that is located on the Property,*
- *a balance sheet or trial balance for the eligible tangible business personal property receiving the Tax Abatement dated at or near January 1 of the appropriate tax year,*
- *a fixed asset listing identifying all eligible tangible personal property located on the Property receiving the Tax Abatement, dated at or near January 1 of the appropriate tax year,*
- *an addendum to the fixed asset listing that summarizes any changes in the eligible tangible personal property from the previous year, and*
- *any other information requested by the City or by the Dallas Central Appraisal District necessary to maintain the accuracy of the appraised value as well as the abatement value of the eligible tangible business personal property located on the Property throughout the tax abatement period.]*

B. As a condition precedent to the initiation of Tax Abatement pursuant to this Agreement, the OWNER will diligently and faithfully, in a good and workmanlike manner, pursue the completion of the Improvements in accordance with Section 2A above, as good and

valuable consideration for this Agreement and that all construction of the Improvements will be in accordance with all applicable State and local laws, codes, and regulations (or valid waiver thereof). The OWNER further represents that the Improvements shall be maintained during the term of this Agreement in accordance with all applicable State and local laws, codes and regulations. The CITY, its agents and employees, shall have the right of access to the Property during construction to inspect the Improvements, at reasonable times, in order to insure that the construction of the Improvements are in accordance with this Agreement and all applicable State and local laws and regulations (or valid waiver thereof) and after completion of the Improvements, the CITY shall have the continuing right to inspect the Property to insure that it is thereafter maintained and operated in accordance with this Agreement during the term hereof.

C. In further consideration for Tax Abatement hereunder, OWNER represents and covenants that it shall thereafter utilize its best efforts, from the date a Certificate of Occupancy is issued until the expiration of this Agreement, to continuously operate and maintain the Property as a \_\_\_\_\_. Any other activity conducted at the Property not provided for in this section must be approved by the Director of Economic Development and shall comply with local zoning and all applicable federal, state and local laws. Failure to receive Director approval may result in termination of the Agreement as provided in Section 6 of this Agreement.

### **SECTION 3. JOB CREATION**

A. As a condition of and as further consideration for Tax Abatement pursuant to this Agreement, the OWNER agrees and covenants that in conjunction with the construction of the Improvements, OWNER will create and/or retain a minimum of \_\_\_ **jobs** to be located on the Property within **24 months** from the date of substantial completion of the Improvements (“**Job Creation Requirement**”) and shall use its best efforts to maintain the number of jobs created and/or retained throughout the Tax Abatement Period, hereinafter defined.

B. OWNER covenants that, in complying with this Job Creation Requirement, it will not discriminate in the treatment or employment of any individual or group of individuals on the grounds of race, color, religion, national origin, age, sex, or handicap unrelated to job performance, either directly or indirectly or through contractual or other arrangements.

C. OWNER agrees to deliver to CITY, upon CITY's request, written reports summarizing employment and hiring information to allow CITY staff to monitor on a continuing basis OWNER's compliance with the Job Creation Requirement. Such reports shall contain employment status (permanent vs. temporary, part-time vs. full time) names and addresses of all current employees and such other information as CITY may reasonably request.

### **SECTION 4. TAX ABATEMENT**

A. Subject to OWNER (i) providing written documentation evidencing that the Improvements were substantially completed as required in Section 2 above and (ii) meeting the

Job Creation Requirement as set forth in Section 3 above, the CITY will grant tax abatement to OWNER, subject to the terms and conditions of this Agreement and subject to the rights of holders of outstanding bonds of the CITY, on a portion of the CITY *[ad valorem] [tangible personal property]* taxes assessed on the increased value of the *[Property and Improvements] [the leasehold interest, if taxable,] [new tangible personal property located on the Property [subject to the leasehold interest]]* otherwise owed to the CITY (“Tax Abatement”).

For these purposes, the increased value of *[Property and Improvements] [the taxable leasehold interest]* is the amount of the difference between the fair market value of the *[Property and Improvements] [the taxable leasehold interest] (but not including the value of personal property, machinery, inventory, supplies, or other property that is taxed separately from the land and buildings)* as shown on the tax rolls of the Dallas Central Appraisal District as of January 1 of the year in which this Agreement is executed, and the value of said *[Property and Improvements] [the taxable leasehold interest]* as shown on such tax rolls on January 1 of the year of calculation, as finally determined by the Dallas Central Appraisal District. For these purposes, Tax Abatement shall be an amount equal to the taxes assessed on \_\_\_\_\_ percent ( %) of the increased value of the *[Property and Improvements] [the taxable leasehold interest]*. The value of the *[Property and Improvements] [the taxable leasehold interest]* shall be as determined by the Dallas Central Appraisal District. The OWNER shall have the right to protest and/or contest any assessment of the Property and said Tax Abatement shall be applied to the amount of taxes finally determined to be due as a result of any such protest and/or contest.

OR

[For these purposes, Tax Abatement is applicable only to net new tangible personal property located on the Property *[subject to the leasehold interest]* after the date of City Council authorization of this Agreement (“eligible tangible personal property”). Tangible personal property located on the Property *[subject to the leasehold interest]* at any time before the date of City Council authorization of this Agreement, and existing business personal property located at another site within the city, are not subject to Tax Abatement and are fully taxable by the CITY. Tax Abatement shall be an amount equal to the taxes assessed on \_\_\_\_\_ percent ( \_\_\_%) of the value of OWNER's eligible tangible personal property. The value of the eligible tangible personal property shall be as determined by the Dallas Central Appraisal District. The OWNER shall have the right to protest and/or contest any assessment of the eligible tangible personal property and said Tax Abatement shall be applied to the amount of taxes finally determined to be due as a result of any such protest and/or contest.]

OWNER shall be eligible to receive Tax Abatement for a period of \_\_\_ years (“Tax Abatement Period”) beginning **January 1, 20\_\_**, subject to the terms and conditions of this Agreement. The Tax Abatement, once earned by OWNER shall continue for the duration of the Tax Abatement Period and shall not be lost through Force Majeure events or circumstances beyond the OWNER's reasonable control, except in an event of default as specified below.

B. It is understood and expressly agreed by the OWNER that the CITY does not warrant or guarantee that the grant of Tax Abatement as provided for in this Agreement will be upheld as valid, lawful, enforceable or constitutional in the event the statutory authority for same or the CITY's use thereof is challenged by court action. In the event such court action related to the Agreement and the providing of Tax Abatement hereunder is instituted, OWNER shall be

REAL PROPERTY [TANGIBLE PERSONAL PROPERTY] TAX ABATEMENT AGREEMENT WITH \_\_\_\_\_

responsible for defending the parties hereto, this Agreement, and the use of Tax Abatement hereunder, at OWNER's sole cost and expense, including attorney's fees. CITY, however, agrees to cooperate with OWNER in such defense. Should such litigation result in the loss of Tax Abatement as provided herein, OWNER shall be solely responsible for the payment of all taxes due, including all taxes which otherwise would have been paid to the CITY without the benefit of abatement, without recourse to the CITY, and without any obligation by the CITY to reimburse same back to OWNER and without any right of reduction of OWNER's obligations hereunder.

## **SECTION 5. OFFSET**

CITY may, at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to CITY from OWNER, regardless of whether the amount due arises pursuant to the terms of this Agreement or otherwise and regardless of whether or not the debt due to CITY has been reduced to judgment by a court.

## **SECTION 6. DEFAULT, RIGHT TO CANCEL, RECAPTURE OF TAX ABATEMENT AND ENFORCEMENT OF RECAPTURE LIABILITY**

A. A default shall exist if any one or more of the following occurs: (a) the Improvements are not completed in accordance with this Agreement; (b) OWNER fails to meet the Job Creation Requirement as provided herein; (c) OWNER allows its ad valorem taxes and/or tangible personal property taxes owed the CITY to become delinquent (provided that OWNER retains its right to timely and properly follow the legal procedures for protest and/or contest of any such ad valorem or tangible personal property taxes); (d) OWNER fails to certify in a written report to the CITY by **April 15** of each year throughout the term of this Agreement that OWNER is in compliance with each applicable term of this Agreement; (e) OWNER fails to obtain Director approval within 30 days for a change in activity conducted at the Property or for the assignment of all or a portion of the Property or Improvements to a new owner; or (f) OWNER breaches any of the terms or conditions of this Agreement or if any statement, warranty or representation contained herein is false. In the event that the OWNER defaults in its performance of either (a), (b), (c), (d), (e) or (f) above, then the CITY shall give the OWNER written notice of such default and if the OWNER has not cured such default within thirty (30) days of said written notice, this Tax Abatement shall terminate. Notice shall be in accordance with **[Section 13]** hereof.

B. In the event of default for failure of performance of (a) above (failure to complete the Improvements), all taxes which otherwise would have been paid to the CITY without the benefit of Tax Abatement **[plus the development fee rebate in the amount of \$ \_\_\_\_\_]**, including interest and penalties thereon (“**Recapture Liability**”), will become a debt to the CITY and shall be due, owing and paid to the CITY within sixty (60) days of the expiration of the above-mentioned applicable cure period as the sole remedy of the CITY, subject to any and all lawful

offsets, settlements, deduction, or credits to which OWNER may be entitled. Such Recapture Liability shall be equal to [*the sum of*] all taxes which would otherwise have been paid to CITY from the beginning of the Tax Abatement Period to the date of termination [*plus the development fee rebate in the amount of \$\_\_\_\_\_*] (interest and penalties will be charged at the statutory rate for delinquent taxes as determined by Section 33.01 of the Property Tax Code of the State of Texas).

C. Additionally, liquidated damages in the event of default of (b), (c), (d), (e) or (f) above shall be an amount equal to all taxes for the year (or years) in which default occurs which otherwise would have been paid to the CITY without the benefit of Tax Abatement, (interest and penalties for the sum total amount of liquidated damages will be charged at the statutory rate for delinquent taxes as determined by Section 33.01 of the Property Tax Code of the State of Texas) and such total liquidated damages including interest and penalties (“**Taxes Retroactively Due**”) will become a debt to the CITY and shall be due, owing and paid to the CITY within sixty (60) days of the expiration of the above-mentioned applicable cure period as the sole remedy of the CITY, subject to any and all lawful offsets, settlements, deduction, or credits to which OWNER may be entitled. There may be no recapture of amounts previously abated for years during which, in CITY’s sole discretion, the OWNER has complied with all the terms and conditions of this Agreement. The parties acknowledge that actual damages in the event of default and termination would be speculative and difficult to determine.

D. This Agreement inures to the benefit of, and is enforceable by the CITY. The OWNER does hereby grant to the CITY the right to prosecute or take appropriate action, at law or in equity, against the OWNER to recover any Recapture Liability or Taxes Retroactively Due or to enforce any other covenant or agreement contained in this Agreement. If the CITY of Dallas substantially prevails in a legal proceeding to enforce this Agreement against the OWNER, the CITY is further entitled to recover damages, reasonable attorney's fees, and court costs from the OWNER. Any payment due to the CITY under this Agreement is a lien which attaches to the [*Property*] [*Leasehold Interest*] [*tangible personal property located on the Property [subject to the leasehold interest]*] on January 1 of each year to secure the payment of all taxes, penalties, and interest ultimately imposed for the year on the [*Property*] [*Leasehold Interest*] [*tangible personal property located on the Property [subject to the leasehold interest]*]. [*OWNER agrees and understands that a lien on tangible personal property located on the Property is a lien in solido and attaches to all tangible personal property that OWNER owned on January 1 of the year in which the default occurs or that OWNER subsequently acquires.*]

E. The covenants and agreements contained in this Agreement are covenants and agreements running with the land, are binding upon the OWNER and its successors in interest, assigns, administrators, beneficiaries, heirs, executors, and other legal representatives, and are binding upon any person, corporation, or other legal entity having or acquiring any right, title or interest in or to any part of the [*Property*] [*Leasehold Interest*] [*tangible personal property located on the Property [subject to the leasehold interest]*]. **This Agreement must be filed in the Deed Records of \_\_\_\_\_, County, Texas, at the sole cost and expense of the**

REAL PROPERTY [TANGIBLE PERSONAL PROPERTY] TAX ABATEMENT AGREEMENT WITH \_\_\_\_\_

**OWNER. After this filing, the OWNER shall provide the Director of the City of Dallas Economic Development Department with a file-marked copy of the Agreement.**

F. Either party shall have the right at any time before construction of the Improvements commences, to terminate this Agreement by giving the other party notice by registered mail, return receipt requested. If notice is so given this Agreement shall terminate upon the expiration of thirty (30) days from the date of the notice, and the liability of the parties under this Agreement for the further performance of the terms of this Agreement shall then cease.

## **SECTION 7. CONFLICT OF INTEREST**

The following section of the Charter of the City of Dallas shall be one of the conditions of, and a part of, the consideration of this Agreement, to-wit:

### **CHAPTER XXII. Sec. 11. FINANCIAL INTEREST OF EMPLOYEE OR OFFICER PROHIBITED**

(a) No officer or employee shall have any financial interest, direct or indirect, in any contract with the City or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services, except on behalf of the City as an officer or employee. Any violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall thereby forfeit his office, or position with the City. Any violation of this section, with knowledge, express or implied, of the person or corporation contracting with the City shall render the contract involved voidable by the City Manager or the City Council.

(b) The alleged violations of this section shall be matters to be determined either by the Trial Board in the case of employees who have the right to appeal to the Trial Board, and by the City Council in the case of other employees.

(c) The prohibitions of this section shall not apply to the participation by City employees in federally-funded housing programs, to the extent permitted by applicable federal or state law.

## **SECTION 8. ANNUAL APPLICATION/CERTIFICATION FOR TAX EXEMPTION**

It shall be the responsibility of OWNER, pursuant to V.T.C.A., Tax Code, §11.43, to file an annual exemption application form with the chief appraiser for each appraisal district in which the Property has situs. In addition, pursuant to Section 312.205(a)(6) of the Property Redevelopment and Tax Abatement Act, as amended, (V.T.C.A. Tax Code, Chapter 312) the OWNER shall certify in a written report to the CITY by **April 15** of each year throughout the term of this Agreement that OWNER is in compliance with each applicable term of this

Agreement, including but not limited to the Job Creation Requirements, the completion of the Improvements as provided in Section 2 above, and the payment of ad valorem taxes and tangible personal property taxes owed the CITY. The exemption application and certification report shall be submitted to the CITY for review and approval prior to submission of the exemption application to the appraisal district. Failure of OWNER to obtain CITY approval for the exemption application may result in the loss of the tax exemption for the year.

## **SECTION 9. DEVELOPMENT FEE REBATE**

Consistent with the Economic Development Programs provisions of Section 380.001 of the Texas Local Government Code and in further consideration for OWNER's investment, OWNER is hereby granted a \_\_\_% rebate of CITY development fees in an amount not to exceed \$\_\_\_\_\_. OWNER shall make a written request to the CITY for rebate of the development fees within six months of the date of substantial completion of the Improvements. Failure of the OWNER to so request the rebate within the said six month period may result in forfeiture of the rebate.

## **SECTION 10. SUCCESSORS AND ASSIGNS**

The Tax Abatement shall vest in OWNER and shall be assignable only to new owners of all or a portion of the Property or Improvements, upon written approval of the assignment by the CITY's Director of Economic Development. Such new owner must expressly assume all of the obligations of OWNER under this Agreement for the balance of the term of this Agreement. Approval of assignment shall be promptly considered by the Director of Economic Development and shall not be unreasonably withheld. Failure to obtain Director approval of assignment to new owner(s) within 30 days of acquisition of all or a portion of the Property or Improvements may result in loss of the tax abatement for the year and/or termination of the Agreement in accordance with Section 6.

## **SECTION 11. INDEMNITY**

It is understood and agreed between the parties that the OWNER, in performing its obligations hereunder, is acting independently, and the CITY assumes no responsibility or liability in connection therewith to third parties and OWNER agrees to indemnify and hold harmless the CITY, its officers, agents and employees, against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons that may arise out of or be occasioned by OWNERS breach of any of the terms or provisions of this Agreement,

or by any negligent act or omission of OWNER, its officer, agents, associates, employees or subconsultants, in the performance of this Agreement; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of CITY, its officers, agents, employees or separate contractors, and in the event of joint and concurrent negligence of both the OWNER and CITY, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to the CITY under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

## **SECTION 12. TERM**

The term of this Agreement shall begin on the date of execution and end on the expiration of the Tax Abatement Period noted in Section 4.A. hereof. OWNER's liability for Recapture Liability and Taxes Retroactively Due and the provisions in Section 6, however, shall survive the expiration of the Tax Abatement Period.

## **SECTION 13. NOTICES**

Any notice required by this Agreement shall be deemed to be properly served if deposited in the U.S. mail by certified letter, return receipt requested, addressed to the recipient at the recipient's address shown below. Change of place for notice shall be provided with OWNER's annual certification report.

If intended for CITY, to:

Director  
Department of Economic Development  
City of Dallas  
City Hall, Room 5CS  
1500 Marilla Street  
Dallas, Texas 75201

If intended for OWNER, to:

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

## **SECTION 14. VENUE**

This Agreement is governed by the laws of the State of Texas. Venue for any legal action lies exclusively in the county in which this Agreement is recorded.

## **SECTION 15. APPLICABLE LAWS**

This Agreement is made subject to the provisions of the Charter and ordinances of CITY, as amended, and all applicable State and federal laws.

**SECTION 16. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

**SECTION 17. LEGAL CONSTRUCTION**

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

**SECTION 18. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

**SECTION 19. CAPTIONS**

The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

**SECTION 20. ENTIRE AGREEMENT**

This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

**EXECUTED** as of the date of the acknowledgments below, to be effective as of the day of \_\_\_\_\_, 2001, by CITY, signing by and through its City Manager, duly authorized to execute same by Resolution No. 01- \_\_\_\_\_, adopted by the City Council on \_\_\_\_\_, 2001, and by OWNER, acting through its duly authorized officials.

APPROVED AS TO FORM:  
MADELEINE B. JOHNSON  
City Attorney

CITY OF DALLAS  
TEODORO J. BENAVIDES  
City Manager

BY \_\_\_\_\_  
Assistant City Attorney

BY \_\_\_\_\_  
Ryan S. Evans  
Assistant City Manager

RECOMMENDED BY DIRECTOR

OWNER:  
\_\_\_\_\_

\_\_\_\_\_  
Harry Swanson, Director  
Economic Development Department

BY \_\_\_\_\_  
\_\_\_\_\_  
Type Name and Title

CONSENT AND CONCURRENCE OF LIENHOLDER(S):

\_\_\_\_\_  
Lienholder

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

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

Attachments:

Resolution No. 01-\_\_\_\_\_

Exhibit A - Metes and Bounds description or Legal Description of the Property

Exhibit B - Map Showing Location of the Property

Exhibit C - Description of the Construction Costs and Other Related Project Costs

**OWNER MUST ATTACH THE APPROPRIATE ACKNOWLEDGEMENTS**

STATE OF TEXAS  
COUNTY OF DALLAS

This instrument was acknowledged before me on \_\_\_\_\_, 2001, by  
Ryan S. Evans, an Assistant City Manager of the City of Dallas, a Texas municipal corporation,  
on behalf of said corporation.

Notary Public, State of Texas

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

My commission expires: \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF DALLAS

This instrument was acknowledged before me on \_\_\_\_\_  
by \_\_\_\_\_, \_\_\_\_\_ of  
\_\_\_\_\_, a \_\_\_\_\_, on behalf of  
said corporation.

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

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

My commission expires: \_\_\_\_\_