

**NOTICE OF A MEETING OF THE BOARD OF DIRECTORS OF
THE
GARLAND FOUNDATION FOR DEVELOPMENT, INC.**

**City Hall, Work Session Room
200 N. Fifth Street
Garland, Texas
February 18, 2019 at 6:00 p.m.
Immediately Following the 6:00 p.m. Work Session
of the Garland City Council**

NOTICE is hereby given that the Board of Directors of the Garland Foundation for Development, Inc. will meet on February 18, 2019 immediately following the Work Session of the City Council of the City of Garland, which is scheduled to commence at 6:00 p.m., in the Work Session Room of City Hall, 200 N. Fifth Street, Garland, Texas concerning the following items:

AGENDA:

1. APPROVAL OF MINUTES

Consider approval of the minutes of the February 4, 2019 Meeting.

2. ITEMS FOR INDIVIDUAL CONSIDERATION

- a.** Consider approval of a resolution authorizing the Executive Director to enter into real property purchase agreement, between the City of Garland, Texas and the Garland Foundation for Development, for the purchase of certain real property owned by the City of Garland and being generally located in the 400 – 500 blocks of E. Kingsley Road. This transaction is contingent upon the subsequent approval of the City of Garland City Council.

- b.** Consider approval of a resolution authorizing the Executive Director to enter into a real property purchase agreement between the Garland Foundation for Development for the sale of certain real property located in the 400-500 block of E. Kingsley Road to Kingsley Homes, LLC, to be developed into a single-family detached townhome development. This transaction is contingent upon the Foundation purchasing the real property from the City of Garland.

3. ADJOURN



GARLAND

Garland Foundation for Development

2.a.

Meeting Date: 02/18/2019

Item Title:

Summary:

Consider approval of a resolution authorizing the Executive Director to enter into real property purchase agreement, between the City of Garland, Texas and the Garland Foundation for Development, for the purchase of certain real property owned by the City of Garland and being generally located in the 400 – 500 blocks of E. Kingsley Road. This transaction is contingent upon the subsequent approval of the City of Garland City Council.

Attachments

Resolution of Foundation for Project New Roofs
Purchase Agreement City to GFFD Kingsley
Restriction Agreement Foundation and Developer
Project New Roof Deed Without Warranty - City to Foundation

**A RESOLUTION OF THE
BOARD OF DIRECTORS**

GARLAND FOUNDATION FOR DEVELOPMENT, INC.

A quorum of the Board of Directors of the Garland Foundation for Development, Inc., having met in a duly posted open meeting, take the following actions and hereby adopt the following resolutions:

Relating to a Real Property Purchase Agreement with the City of Garland, Texas

RESOLVED, that the Executive Director is hereby authorized to enter into a Real Property Purchase Agreement with the City of Garland, Texas to purchase and develop real property generally located in the 400 – 500 blocks of E. Kingsley Road, in the form and substance of that attached hereto as Exhibit “A” and incorporated herein by reference.

Relating to the Development and Sale of Real Property to Kingsley Homes, LLC.

RESOLVED FURTHER, that the Executive Director is hereby authorized to effectuate a real property transaction involving the sale of real property generally located within the 400 -500 blocks of E. Kingsley Road to Kingsley Homes, LLC (“Developer”) pursuant to the Real Property Purchase Agreement with Developer, in the form and substance of that attached hereto as Exhibit “B” and incorporated herein by reference.

Executed as of the _____ day of _____, 2019

Lori Barnett Dodson
President

**REAL PROPERTY PURCHASE & DEVELOPMENT
AGREEMENT**

This Purchase and Development Agreement (“Contract”) is made and entered into by and between **the City of Garland, Texas**, a home-rule municipality (“Seller” or “City”) and **Garland Foundation for Development, Inc.**, a Texas local government corporation (“Buyer”).

WITNESSETH:

For and in consideration of the respective undertakings and agreements of Seller and Buyer set forth herein, the sufficiency of which are hereby mutually acknowledged, Seller and Buyer hereby agree as follows:

1. Property. Seller hereby agrees to sell and convey and Buyer hereby agrees to purchase and take from Seller, upon and subject to all of the terms and conditions set forth hereinafter all of that land located in Dallas County, City of Garland, Texas and more particularly described as follows:

TRACT ONE

Being a tract of land commonly known as 402 East Kingsley Road, situated in the John W. Keen Survey, Abstract No. 742, in the City of Garland, Dallas County, Texas, and being a portion of that certain 2.9917 acre tract of land conveyed from Willows at Kingsley, L.P., a Texas limited partnership, to the City of Garland, Texas, a Texas home-rule municipality, as described in Special Warranty Deed recorded in Volume 2005074, Page 12547, of the Official Public Records of Dallas, Texas (“OPRDCT”), and being that same tract of land commonly known as Tract 13, and called 2.0841 acres, according to, and as calculated by, the Dallas Central Appraisal District for Commercial Account No. 65074215010130000, and being more particularly described by bounds as follows:

1. Bounded on the north by the southerly, curvilinear right-of-way of East Kingsley Road;
2. Bounded on the east by two tracts of land:
 - a. A portion of that certain 1.744 acre tract of land conveyed to the City of Garland, Texas, as described in Special Warranty Deed recorded in Volume 92253, Page 498, of the OPRDCT;

- b. A tract of land struck off to the City of Garland on its behalf and Trustee for Garland ISD, Dallas County, by Sheriff's Deed recorded in County Clerk Instrument No. 201300359500, OPRDCT;
3. Bounded on the south by Agrawal Addition, an addition to the City of Garland, Texas, as recorded in County Clerk Instrument No. 200600231157, of the OPRDCT;
4. Bounded on the west by a 10' public alley, and by two tracts of land described in Warranty Deed With Vendor's Lien to Sunil P. Mosa, as recorded in County Clerk Instrument No. 201600313290, OPRDCT.

TRACT TWO

Being a tract of land commonly known as 500 and 550 East Kingsley Road, situated in the John W. Keen Survey, Abstract No. 742, in the City of Garland, Dallas County, Texas, and being a portion of that certain 1.744 acre tract of land described in Special Warranty Deed from Texas Bank of Garland, N.A., to the City of Garland, Texas, a Texas home-rule municipality, recorded in Volume 92253, Page 498, of the Official Public Records of Dallas, Texas ("OPRDCT"), and being those same two tracts of land commonly known as Tract 14.1 and Tract 14, and called 0.1832 acres and 0.0727 acres respectively, according to, and as calculated by, the Dallas Central Appraisal District for respective Commercial Accounts No. 65074215010140100 and 65074215010140200, and being more particularly described by bounds as follows:

1. Bounded on the north by the southerly, curvilinear right-of-way of East Kingsley Road;
2. Bounded on the east by Lot 1, Block 2, of Centerville Elementary School, an addition to the City of Garland, Texas, as recorded in County Clerk Instrument No. 200600445747, OPRDCT;
3. Bounded on the south by Agrawal Addition, an addition to the City of Garland, Texas, as recorded in County Clerk Instrument No. 200600231157, OPRDCT;
4. Bounded on the west by three tracts of land:

- a. A tract of land more commonly known and described as 502 E. Kingsley Road, Tract 25, 0.60 acres, in Sheriff's Deed to the City of Garland on its behalf and Trustee for Garland ISD, Dallas County, recorded in County Clerk Instrument No. 201600195807, OPRDCT;
- b. A tract of land struck off to the City of Garland on its behalf and Trustee for Garland ISD, Dallas County, by Sheriff's Deed recorded in County Clerk Instrument No. 201300359500, OPRDCT;
- c. A tract of land commonly known as 402 East Kingsley Road, situated in the John W. Keen Survey, Abstract No. 742, in the City of Garland, Dallas County, Texas, and being a portion of that certain 2.9917 acre tract of land conveyed from Willows at Kingsley, L.P., a Texas limited partnership, to the City of Garland, Texas, a Texas home-rule municipality, as described in Special Warranty Deed recorded in Volume 2005074, Page 12547, OPRDCT.

(collectively, "Land")

2. Purchase Price. The total consideration for the sale of the Land shall be **\$290,000.00** (the "Purchase Price").

3. Property Restriction. Seller and Buyer agree and acknowledge that the Land is being conveyed by Seller without competitive bids pursuant to Tex. Loc. Gov't Code 272.001(b)(4). Buyer agrees to serve as an independent foundation to have the Land developed as follows:

(A) Buyer agrees that subsequent to this transaction, the Land is to be sold to **Kingsley Homes, LLC, a Texas limited liability company** ("Developer"), for the construction of a single-family attached townhome development on the Land, containing a minimum of 56 residential dwelling units ("Project").

(B) Buyer agrees that the Land shall be conveyed to the Developer, subject to the Restriction Agreement attached hereto as Exhibit "A".

4. Seller's Representations and Warranties. Seller represents and warrants to Buyer (which representations and warranties shall survive closing) that:

- (A) Seller is conveying to Buyer all of its interest to and in the Land.
- (B) There is no action, suit or proceeding pending or, to Seller's actual knowledge, threatened against or affecting the Land or any portion thereof or relating to or arising out of the ownership or use of the Land or any portion thereof in any court or before any administrative body or governmental authority.
- (C) There are no adverse or other parties in possession of the Land.
- (D) Neither the entering into of this Contract nor the consummation of the transaction contemplated hereby will constitute a violation or breach by Seller of (i) any contract or other instrument to which Seller is a party, or to which Seller is subject or by which any of Seller's assets or properties may be affected, or (ii) any judgment, order, writ, injunction or decree issued against or imposed upon Seller, nor result in a violation of any applicable law, order, rule or regulation of any governmental authority affecting Seller.
- (E) Seller is not a "foreign person" as such term is used in Section 1445 of the Internal Revenue Code.
- (F) To the best of Seller's knowledge: (1) the Land does not presently contain any Hazardous Materials (as defined below) in an amount, condition, location, manner of storage, degree or concentration in violation of any Environmental Laws (as defined below); (2) neither the Land nor Seller are currently in violation of or subject to any existing, pending or threatened investigation or inquiry by any governmental authority or any remedial obligations under any Environmental Laws; (3) Seller is not aware of any condition that could create liability to any party, public or private, of any environmental nature relating to the Land or due to the presence of any Hazardous Material on the Land; (4) Seller is in compliance with all applicable Environmental Laws with respect to the Land; (5) Seller is not aware of any release, spill, leak, discharge, disposal of, pumping, pouring, emitting, emptying, injecting, leaching, dumping or escape into or through the environment of any Hazardous Materials at, on, to or from the Land that is or could be a violation of any Environmental Law. In this Contract, the term "Environmental Laws" includes, but is not limited to, (a) with respect to federal law, CERCLA, the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 *et seq.*), the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 *et seq.*), the Clean Air Act (42 U.S.C. §§ 7401 *et seq.*), the Toxic Substances Control Act (15 U.S.C. §§ 2601 *et seq.*), the Oil Pollution Act (33 U.S.C. §§ 2701 *et seq.*), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. §§ 11001 *et seq.*), the Occupational Safety and Health Act (29 U.S.C. §§ 651 *et seq.*), the Safe Drinking Water Act (42 U.S.C. § 300f *et seq.*), the Surface Mine Conservation and Reclamation Act (30 U.S.C. §§ 1251-1279), and regulations adopted pursuant thereto, and counterpart state and local laws, regulations adopted pursuant thereto; and (b) with

respect to Texas law the Solid Waste Disposal Act (TEX. HEALTH & SAFETY CODE, Chap. 361 *et. seq.*), the Texas Clean Air Act (TEX. HEALTH & SAFETY CODE, Chap. 382 *et. seq.*), the Texas Water Code (TEXAS WATER CODE, Chap. 1 *et. seq.*) and the regulations promulgated pursuant thereto. The term "Hazardous Materials" shall mean any hazardous, toxic or dangerous waste, substance, contaminant or material defined as such in any of the foregoing statutes and also includes lead-based paint, asbestos, radioactive materials, urea formaldehyde insulation or other substance considered to be hazardous by a reasonably prudent purchaser of real property.

- (G) This Contract constitutes the legal, valid and binding agreement of Seller, enforceable against Seller in accordance with its terms, and Seller has full power and authority to execute and deliver this Contract and to consummate the transactions contemplated hereby. The execution and delivery of this Contract and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate, partnership, trust or other action required on the part of Seller and this Contract has been duly and validly executed and delivered by Seller.

5. Conditions Precedent to Buyer's Obligation. The following matters shall constitute absolute conditions precedent to Buyer's obligation to purchase the Land:

- (A) Seller's representations and warranties shall be true and correct as of the closing date.
- (B) The Land is in the same or similar condition as it was when this Contract was fully executed.
- (C) Title to the Land shall remain as initially approved by Buyer in the Title Binder and on the Survey as set forth in the provisions of this Contract such that good and indefeasible title shall be conveyed to Buyer at closing.

In the event that the conditions set forth above are not satisfied at closing, then Buyer may either obtain a refund of all Earnest Money plus accrued interest thereon following which neither party shall thereafter have any further liability to the other hereunder, or Buyer may waive in writing the nonfulfillment of such condition and purchase the Land pursuant to the terms and provisions hereof without any reduction in the Purchase Price.

6. Feasibility Period; Remediation of Hazardous Wastes.

- (A) Buyer shall have the right for a period of fifteen calendar days (the "Feasibility Period") after the effective date (as provided below) of this Contract to enter onto the Land and to have full access the Land for the purpose of conducting such inspections, investigations, studies and tests as Buyer may deem fit. On or before the commencement of the Feasibility Period, Seller shall furnish Buyer with a copy of any hazardous waste reports or other environmental assessments, audits or test results obtained by Seller relative to

any portion of the Land. In the event that Buyer determines, in its sole discretion, based upon its inspections, investigations, studies or tests, that the Land is not satisfactory for Buyer's purposes or is not suitable for Buyer's intended use, then Buyer shall deliver written notice of such determination to Seller on or before the expiration of the Feasibility Period. In the event of such termination, and provided that Buyer is not otherwise in default of any provision of this Contract, all Earnest Money together with any accrued interest shall be returned to Buyer by the Title Company, and thereafter this Contract shall terminate and neither party shall have any further obligation or liability to the other under this Contract.

- (B) If Buyer's inspections, investigations, studies or tests disclose the existence of any Hazardous Materials in, on or under the Land, then Buyer may either:
- (1) Terminate this Contract (in which event the Earnest Money together with any accrued interest shall be paid or returned Buyer and thereafter this Contract shall terminate and neither party shall have any further obligation or liability to the other under this Contract); or
 - (2) Waive, in writing, its objections to the existence of Hazardous Materials and proceed to closing without adjustment of the Purchase Price.

7. Closing.

- (A) The closing of the purchase and sale of the Land shall take place on or before 30 days after the full execution of this Contract, unless extended by written agreement or necessitated by unplanned circumstances. The closing shall take place at **200 North 5th Street, Office of the City Attorney, Garland, Texas 75040**, or at such other place as the parties may mutually agree.
- (B) At the closing, Seller shall deliver to Buyer:
- (1) One or more deeds without warranty, in the form of attached Exhibit "B" conveying title to the Land to Buyer, its successors and assigns, duly executed and acknowledged by Seller;
 - (2) All such other instruments of assignment, transfer or conveyance as shall, in the reasonable opinion of Buyer and its counsel, be necessary to transfer to Buyer the Land in accordance with this Contract and where necessary or desirable in recordable form.

At the closing, Buyer shall pay the Purchase Price subject, however, to the adjustments and prorations provided herein. Exclusive possession of the Land shall be delivered to Buyer in accordance with the terms hereof on the date of closing.

8. Closing Adjustments and Prorations.

- (A) Real Estate Taxes. Real estate taxes and assessments, if any, for the calendar year of closing shall be prorated between Seller and Buyer as of the date of closing, taking into consideration that Buyer and Seller are tax-exempt entities. If the amount of such taxes for the year of closing is not yet available, the proration shall be based upon the amount of such taxes for the previous year.
- (B) Recording Fees. Seller shall pay all recording fees and any similar fees or assessments imposed by state or local law and payable in respect of the sale or transfer of the Land.
- (C) Survey. Seller shall pay for the cost of the Survey.

9. Remedies. If Seller shall have fully complied with all covenants, conditions and matters hereunder by Seller to be performed or Buyer has waived such compliance in writing, Buyer's conditions precedent are satisfied or waived, and the Title Company is ready, willing and able to issue its Owner's Policy of Title Insurance in the form herein prescribed, and Buyer shall then fail and refuse to close this transaction, then all Earnest Money deposited hereunder together with accrued interest thereon shall be paid to Seller as Seller's sole and exclusive remedy. If Buyer shall have fully complied with all covenants, conditions and matters hereunder by Buyer to be performed, or Seller has waived such compliance in writing, and the Title Company is ready, willing and able to issue its Owner's Policy of Title Insurance in the form herein prescribed, and Seller shall then fail and refuse to close this transaction, then at Buyer's election Buyer may either obtain a refund of all Earnest Money together with accrued interest thereon whereupon all parties shall be released from all further obligations hereunder or Buyer may sue Seller for specific performance, it being hereby acknowledged that Buyer's remedies at law are inadequate. Buyer and Seller hereby waive any and all other remedies available to either or any of them at law or in equity.

10. Brokerage Commission. Each of the parties hereto represents and warrants to the other that there are no other brokers or finders involved in this transaction and that there are no real estate commissions or finder's fees due in connection with this Contract and each of the parties agrees to indemnify and hold harmless the other from any other claims or liability for any other such commission or brokerage fee brought on account of the action or conduct of the indemnifying party. This paragraph shall survive the closing or termination of this Contract.

11. Time, Calculation. Time is of the essence in this Contract. If the final date in any provision of this Contract falls on a Saturday, Sunday or legal holiday (when national banks are closed), then, and in such event, the duration of such period shall be extended so that it shall end on the next succeeding day that is not a Saturday, Sunday or legal holiday.

12. Real Estate License Act of Texas. Buyer acknowledges that, in accordance with the terms of the Real Estate License Act of Texas, it has been advised that it should have an abstract covering the Land examined by an attorney of Buyer's selection or that Buyer should be furnished with or obtain a policy of title insurance.

13. Notices. Any notice required or desired to be given from one party to the other party to this Contract shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, postage prepaid, and addressed to such party at the address hereinafter specified; (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice, or (iv) emailed to any respective email address listed below.

14. No Assignment. Neither party shall have the right to assign that party's interest in this Contract without the prior written consent of the other party.

15. Severability. If any term or provision of this Contract is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Contract shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Contract a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

16. Waiver. Either Seller or Buyer shall have the right to waive any requirement contained in this Contract which is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended and specifically identifying the provision or provisions being waived. No waiver of any breach or violation of any term of this Contract shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

17. Governing Law; Venue. This Contract and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Contract are performable in Dallas County, Texas such that exclusive venue for any action arising out of this Contract shall be in Dallas County, Texas.

18. Paragraph Headings; Construction. The paragraph headings contained in this Contract are for convenience only and shall in no way enlarge or limit the scope or meaning

of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Contract and this Contract shall not be construed either more or less strongly against or for either party.

19. Binding Effect. Except as limited herein, the terms and provisions of this Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

20. Gender. Within this Contract, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

21. Counterparts. This Contract may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

22. Exhibits. All exhibits to this Contract are incorporated herein by reference for all purposes wherever reference is made to the same.

23. Entire Agreement. It is understood and agreed that this Contract contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Contract exist. This Contract cannot be changed or terminated orally and may be modified only by a written document signed by an authorized representative both parties.

24. Relationship of Parties; No Third-Party Beneficiaries. Nothing contained in this Contract shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Contract nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Contract. There are no third-party beneficiaries to this Contract and no third-party beneficiaries are intended by implication or otherwise.

EXECUTED on the dates indicated below. For purposes of this Contract, the latter date on which a party hereto executes this Contract shall be considered the effective date (the "Effective Date").

SELLER:

City of Garland, a Texas home-rule municipality

By: _____

Name: _____

Title: _____

Date: _____

BUYER:

**Garland Foundation for Development, a
Texas local government corporation**

By: _____

Name: _____

Title: _____

Date: _____

ADDRESS FOR NOTICE:

PURCHASER:

John Baker, Executive Director
Garland Foundation for Development
200 N. 5th Street
Garland, TX 75040
Email:

SELLER:

City of Garland

Department of Economic Development
Post Office Box 469002
Garland TX 75046-9002
Attn: ED Director
Phone: (972) 205-3800
Fax: (972) 205-3801

With a copy to:

Brian England, Deputy City Attorney
200 N. Fifth St., 4th Floor
P.O. Box 469002
Garland, Texas 75046-9002
bengland@garlandtx.gov
(972) 205-2380
(972) 205-2389 [FAX]

EXHIBITS:

Exhibit "A" – Form of Restriction Agreement
Exhibit "B" - Form of Deed without Warranty

EXHIBIT "A"
RESTRICTION AGREEMENT

EXHIBIT "B"
FORM OF DEED WITHOUT WARRANTY

PROPERTY RESTRICTION AGREEMENT

This Restriction Agreement ("Restriction Agreement") is made and entered into as _____, 2019, (the "Effective Date") by and between Kingsley Homes, LLC, a Texas limited liability company, its successors, or assigns ("Developer") and the Garland Foundation for Development, Inc., a Texas local government corporation ("GFFD" or "Foundation") (collectively, "Parties").

Recitals:

The RECITALS in this Section are (1) true and correct; (2) incorporated as part of this Agreement for all purposes; (3) evidence the intent of the Parties in entering into this Agreement; and (4) to be used in interpreting this Agreement;

WHEREAS, the City of Garland, Texas ("City") has, pursuant to the Purchase and Development Agreement of ____ day of February , 2019, conveyed to GFFD the Land with a restriction that the Land be developed as a part of a single-family attached townhome development containing approximately 56 residential dwelling units with ancillary improvements ("Residential Improvements") and improvements that are to be dedicated to the public ("Public Infrastructure") (collectively, "Project"), all of which is more particularly described in the detailed plan attached to and incorporated into the PD Ordinance governing the use of the Land; and

WHEREAS, GFFD has, as a condition of the conveyance of the Land to Developer, restricted the use of the Land for the purposes more fully described in the economic development incentive agreement of ___ day of _____ , 2019, between the City and Developer ("Economic Development Incentive Agreement") and the planned development zoning ordinance approved by the City Council of the City of Garland, which governs the development and use of the Land ("PD Ordinance");

NOW, THEREFORE, in consideration of the sum of ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Article I Definitions

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

"City" means the City of Garland, a Texas home rule municipality located in Dallas County, Texas.

“Land” means the real property located in the City of Garland, Dallas County, Texas, and more fully described in the legal description within Exhibit “A”, which is attached hereto and incorporated herein by reference. The legal description within Exhibit “A” shall be replaced in its entirety with the legal description within the survey commissioned by Developer pursuant to the Purchase Agreement.

“PD Ordinance” is defined in the recitals.

“Project” is defined in the recitals.

“Public Infrastructure” is defined in the recitals.

“Purchase Contract” means that certain *Real Property Purchase Agreement* by and between GFFD and Developer, dated and effective the ___ day of _____, 2019 with respect to the sale of the Land by GFFD to Developer.

“Residential Improvements” is defined in the recitals.

“Required Use” means the development and use of the Land as a single-family attached townhome development and related ancillary uses, which uses are more fully described within the Economic Development Incentive Agreement and the PD Ordinance, which are incorporated herein by reference.

Article II Restrictions

3.1 Use of Land; Buildings. No lot or portion of the Land shall be owned, held leased, transferred, sold, mortgaged or conveyed for any use other than the development of the Project and the Required Use. No building shall be constructed, reconstructed, erected, altered, or placed on any portion of the Land other than the Residential Improvements, Public Infrastructure and other ancillary improvements that will be used in conformance with the Required Use.

Article IV Miscellaneous

4.1 Enforcement. GFFD and any subsequent owner of all or any portion of the Land, other than resident owners of any single-family dwelling, shall have the right, but not the obligation, to enforce this Restriction Agreement, as the same may be amended as herein provided. Enforcement of this Restriction Agreement and the covenants and restrictions contained herein may be exercised after failure of any person or persons violating or attempting to violate any covenants or restrictions

to cure such violation or breach within ninety (90) days after receipt of written notice thereof by proceeding at law or in equity, against any person or persons violating or attempting to violate any covenants or restrictions, to restrain violation or to recover damages, and failure to enforce any covenant, restriction or condition shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. The rights of GFFD under this Restriction Agreement may not be waived or released except pursuant to an amendment or termination approved in accordance with the provisions hereof.

4.2 Duration. The Use Restrictions set forth herein shall be effective from the date this Restriction Agreement is recorded and continue for a period of twenty (20) years following the Effective Date, at which time this Restriction Agreement shall automatically and immediately terminate without notice.

4.3 Amendment. No amendment or any early termination of this Restriction Agreement shall be effective unless and until the Executive Director of the GFFD has approved the same as evidenced by an executed instrument and recorded in the Real Property Records of Dallas County, Texas. In the event Developer desires to change, amend or alter the Use Restrictions set forth in Article 3 so that the Land may be used for other than single-family attached town home development, Developer shall file a written application for such change or amendment to Article 3 with the Executive Director of the GFFD. The GFFD shall approve or deny such application in whole or in part within thirty (30) days after receipt of such application, with the failure to act constituting a denial of the request.

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

If to Developer:

Kingsley Homes, LLC
14455 Webb Chapel
Farmers Branch, Texas 75234
Attn: Mr. Sunil P. Mosa

If to GFFD:

Garland Foundation for Development, Inc.
Attn: John Baker, Executive Director
200 N. 5th Street
Garland, TX 75040

With a copy to:

Brian C. England
City of Garland
200 N. 5th Street
Garland, Texas 75040
(972) 205-2380
E-mail: bengland@garlandtx.gov

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

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

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

5.7. Recording. The parties agree that GFFD may record this Agreement in the Official Real Property Records of Dallas County, Texas.

5.8. Covenants Run with the Land. This Restriction Agreement and the terms and provisions hereof are intended to run with the Land and shall be binding upon Developer and each and every subsequent owner, tenant, subtenant, licensee, manager, and occupant of all or any portion of the Land, other than single-family attached townhome lots, including all improvements thereon, but only during the term of such party's ownership, tenancy, license, management or occupancy of the Land, for which such party shall remain liable and shall be binding upon and inure to the benefit of the GFFD and its successors and assigns. It is expressly understood and agreed that acceptance of title to all or a portion of the Land shall automatically, and without further acknowledgement or conformation from the owner, constitute such owner's assumption of the obligations of Developer hereunder with respect to the applicable portion of the Land.

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

5.10, Assignment to City. GFFD may, in its sole discretion, assign all of its right, title, and interest in this Agreement to City without the consent of Developer, provided such assignment shall not be effective earlier than the date notice of the assignment is delivered by GFFD to Developer.

5.11 Relationship of Parties; No Third-Party Beneficiaries. Nothing contained in this Restriction Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Restriction Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Restriction Agreement. There are no third-party beneficiaries to this Restriction Agreement and no third-party beneficiaries are intended by implication or otherwise.

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

EXECUTED on the dates indicated below. For purposes of this Contract, the latter date on which a party hereto executes this Contract shall be considered the effective date (the ‘Effective Date’).

DEVELOPER:

a Texas limited liability company

By: _____

Name: _____

Title: _____

Date: _____

FOUNDATION:

**Garland Foundation for Development,
Inc., a Texas local government corporation**

By: _____

Name: _____

Title: _____

Date: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____, 2019, by _____, in his capacity as _____ for Kingsley Homes, LLC.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2019.

Notary Public in and for the State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____, 2019, by John Baker, in his capacity as Executive Director of the Garland Foundation for Development.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2019.

Notary Public in and for the State of Texas

EXHIBIT “A”
LEGAL DESCRIPTION

TRACT ONE

Being a tract of land commonly known as 402 East Kingsley Road, situated in the John W. Keen Survey, Abstract No. 742, in the City of Garland, Dallas County, Texas, and being a portion of that certain 2.9917 acre tract of land conveyed from Willows at Kingsley, L.P., a Texas limited partnership, to the City of Garland, Texas, a Texas home-rule municipality, as described in Special Warranty Deed recorded in Volume 2005074, Page 12547, of the Official Public Records of Dallas, Texas (“OPRDCT”), and being that same tract of land commonly known as Tract 13, and called 2.0841 acres, according to, and as calculated by, the Dallas Central Appraisal District for Commercial Account No. 65074215010130000, and being more particularly described by bounds as follows:

1. Bounded on the north by the southerly, curvilinear right-of-way of East Kingsley Road;
2. Bounded on the east by two tracts of land:
 - a. A portion of that certain 1.744 acre tract of land conveyed to the City of Garland, Texas, as described in Special Warranty Deed recorded in Volume 92253, Page 498, of the OPRDCT;
 - b. A tract of land struck off to the City of Garland on its behalf and Trustee for Garland ISD, Dallas County, by Sheriff’s Deed recorded in County Clerk Instrument No. 201300359500, OPRDCT;
3. Bounded on the south by Agrawal Addition, an addition to the City of Garland, Texas, as recorded in County Clerk Instrument No. 200600231157, of the OPRDCT;
4. Bounded on the west by a 10’ public alley, and by two tracts of land described in Warranty Deed With Vendor’s Lien to Sunil P. Mosa, as recorded in County Clerk Instrument No. 201600313290, OPRDCT.

TRACT TWO

Being a tract of land commonly known as 500 and 550 East Kingsley Road, situated in the John W. Keen Survey, Abstract No. 742, in the City of Garland, Dallas County, Texas, and being a portion of that certain 1.744 acre tract of land described in Special Warranty Deed from Texas Bank of Garland, N.A., to the City of Garland, Texas, a Texas home-rule

municipality, recorded in Volume 92253, Page 498, of the Official Public Records of Dallas, Texas (“OPRDCT”), and being those same two tracts of land commonly known as Tract 14.1 and Tract 14, and called 0.1832 acres and 0.0727 acres respectively, according to, and as calculated by, the Dallas Central Appraisal District for respective Commercial Accounts No. 65074215010140100 and 65074215010140200, and being more particularly described by bounds as follows:

1. Bounded on the north by the southerly, curvilinear right-of-way of East Kingsley Road;
2. Bounded on the east by Lot 1, Block 2, of Centerville Elementary School, an addition to the City of Garland, Texas, as recorded in County Clerk Instrument No. 200600445747, OPRDCT;
3. Bounded on the south by Agrawal Addition, an addition to the City of Garland, Texas, as recorded in County Clerk Instrument No. 200600231157, OPRDCT;
4. Bounded on the west by three tracts of land:
 - a. A tract of land more commonly known and described as 502 E. Kingsley Road, Tract 25, 0.60 acres, in Sheriff’s Deed to the City of Garland on its behalf and Trustee for Garland ISD, Dallas County, recorded in County Clerk Instrument No. 201600195807, OPRDCT;
 - b. A tract of land struck off to the City of Garland on its behalf and Trustee for Garland ISD, Dallas County, by Sheriff’s Deed recorded in County Clerk Instrument No. 201300359500, OPRDCT;
 - c. A tract of land commonly known as 402 East Kingsley Road, situated in the John W. Keen Survey, Abstract No. 742, in the City of Garland, Dallas County, Texas, and being a portion of that certain 2.9917 acre tract of land conveyed from Willows at Kingsley, L.P., a Texas limited partnership, to the City of Garland, Texas, a Texas home-rule municipality, as described in Special Warranty Deed recorded in Volume 2005074, Page 12547, OPRDCT.

TRACT THREE

Being 0.60 acres, tract 25, out of the John W. Keen Survey, Abstract 742, Page 150, AKA 502 E. Kingsley Road, City of Garland, Texas as recorded in volume 81244, Page 1033, of the Dallas County Deed Records.

TRACT FOUR

Tract 26 of the John W. Keen Survey, Abstract 742, Page 150, aka 450 E. Kingsley Road, City of Garland, Texas as recorded in Volume 72215, Page 1018 of the Dallas county Deed Records.

DEED WITHOUT WARRANTY

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DALLAS §

That the **City of Garland, Texas**, a Texas home-rule municipality ("Grantor"), for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to Grantor, the receipt and sufficiency of which is hereby acknowledged, paid in hand by **Garland Foundation for Development, Inc.**, a Texas local government corporation ("Grantee"), has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee those certain lots, tracts, or parcels of land situated in the City of Garland, County of Dallas, State of Texas, which are more particularly described in attached Exhibit "A" and incorporated herein by reference for all purposes (**the "Property"**).

This Deed Without Warranty is subject to:

- (i) any and all visible and apparent easements and encroachments, whether of record or not;
- (ii) any and all covenants, conditions, reservations, restrictions, exceptions, easements, rights-of-way, mineral interests, mineral leases, or other instruments of record applicable to the land or any part thereof;
- (iii) rights of the public to any portion of the above described property lying within the boundaries of dedicated or existing roadways or which may be used for road or street purposes;
- (iv) rights of parties in possession; and
- (v) any right of redemption as specified in Chapter 34, Subchapter B, Texas Property Tax Code.

It is understood and agreed that Grantor is not making any warranties or representations of any kind or character, express, implied or statutory, with respect to the Property, its physical condition or any other matter or thing relating to or affecting the Property and that the Property is being conveyed and transferred to Grantee "AS IS, WHERE IS, AND WITH ALL FAULTS." Grantor does not warrant or make any representations, express or implied, as to fitness for a particular purpose, merchantability, design, quantity, physical condition, operation compliance with specifications, absence of latent defects or compliance with laws and regulations (including, without limitation, those relating to zoning, health, safety and the environment) or any other matter affecting the Property.

THIS DEED IS MADE WITHOUT WARRANTY, EXPRESS OR IMPLIED, AND GRANTOR EXPRESSLY DISCLAIMS, EXCEPTS AND EXCLUDES ANY AND ALL WARRANTIES OF TITLE OR OTHERWISE FROM THIS CONVEYANCE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES ARISING UNDER COMMON LAW OR STATUTE.

When the context requires, singular nouns and pronouns include the plural.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto and in anywise belonging unto Grantee, his heirs, successors and assigns forever; **WITHOUT WARRANTY AND SUBJECT IN ALL RESPECTS TO THE DISCLAIMERS SET FORTH ABOVE.**

EXECUTED on the dates set forth in the acknowledgements below, to be EFFECTIVE on the _____ day of _____ 2019.

GRANTOR:

CITY OF GARLAND, a Texas home-rule municipality

By: _____

Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me on the _____ day of _____, 2019, by Lori Barnett Dodson, in her capacity as Mayor of the City of Garland.

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:

EXHIBIT "A"
LEGAL DESCRIPTION

TRACT ONE

Being a tract of land commonly known as 402 East Kingsley Road, situated in the John W. Keen Survey, Abstract No. 742, in the City of Garland, Dallas County, Texas, and being a portion of that certain 2.9917 acre tract of land conveyed from Willows at Kingsley, L.P., a Texas limited partnership, to the City of Garland, Texas, a Texas home-rule municipality, as described in Special Warranty Deed recorded in Volume 2005074, Page 12547, of the Official Public Records of Dallas, Texas ("OPRDCT"), and being that same tract of land commonly known as Tract 13, and called 2.0841 acres, according to, and as calculated by, the Dallas Central Appraisal District for Commercial Account No. 65074215010130000, and being more particularly described by bounds as follows:

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 - b. A tract of land struck off to the City of Garland on its behalf and Trustee for Garland ISD, Dallas County, by Sheriff's Deed recorded in County Clerk Instrument No. 201300359500, OPRDCT;
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Being a tract of land commonly known as 500 and 550 East Kingsley Road, situated in the John W. Keen Survey, Abstract No. 742, in the City of Garland, Dallas County, Texas, and being a portion of that certain 1.744 acre tract of land described in Special Warranty Deed from Texas Bank of Garland, N.A., to the City of Garland, Texas, a Texas home-rule municipality, recorded in Volume 92253, Page 498, of the Official Public Records of Dallas, Texas ("OPRDCT"), and being those same two tracts of land commonly known as Tract 14.1 and Tract 14, and called 0.1832 acres and 0.0727 acres

respectively, according to, and as calculated by, the Dallas Central Appraisal District for respective Commercial Accounts No. 65074215010140100 and 65074215010140200, and being more particularly described by bounds as follows:

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3. Bounded on the south by Agrawal Addition, an addition to the City of Garland, Texas, as recorded in County Clerk Instrument No. 200600231157, OPRDCT;
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 - b. A tract of land struck off to the City of Garland on its behalf and Trustee for Garland ISD, Dallas County, by Sheriff's Deed recorded in County Clerk Instrument No. 201300359500, OPRDCT;
 - c. A tract of land commonly known as 402 East Kingsley Road, situated in the John W. Keen Survey, Abstract No. 742, in the City of Garland, Dallas County, Texas, and being a portion of that certain 2.9917 acre tract of land conveyed from Willows at Kingsley, L.P., a Texas limited partnership, to the City of Garland, Texas, a Texas home-rule municipality, as described in Special Warranty Deed recorded in Volume 2005074, Page 12547, OPRDCT.

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TRACT FOUR

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GARLAND

Garland Foundation for Development

2.b.

Meeting Date: 02/18/2019

Item Title:

Summary:

Consider approval of a resolution authorizing the Executive Director to enter into a real property purchase agreement between the Garland Foundation for Development for the sale of certain real property located in the 400-500 block of E. Kingsley Road to Kingsley Homes, LLC, to be developed into a single-family detached townhome development. This transaction is contingent upon the Foundation purchasing the real property from the City of Garland.

Attachments

Resolution of Foundation for Project New Roofs
Purchase Agreement Foundation to Developer Kingsley
Restriction Agreement Foundation and Developer
Project New Roof Deed Without Warranty - Foundation to Developer

**A RESOLUTION OF THE
BOARD OF DIRECTORS**

GARLAND FOUNDATION FOR DEVELOPMENT, INC.

A quorum of the Board of Directors of the Garland Foundation for Development, Inc., having met in a duly posted open meeting, take the following actions and hereby adopt the following resolutions:

Relating to a Real Property Purchase Agreement with the City of Garland, Texas

RESOLVED, that the Executive Director is hereby authorized to enter into a Real Property Purchase Agreement with the City of Garland, Texas to purchase and develop real property generally located in the 400 – 500 blocks of E. Kingsley Road, in the form and substance of that attached hereto as Exhibit “A” and incorporated herein by reference.

Relating to the Development and Sale of Real Property to Kingsley Homes, LLC.

RESOLVED FURTHER, that the Executive Director is hereby authorized to effectuate a real property transaction involving the sale of real property generally located within the 400 -500 blocks of E. Kingsley Road to Kingsley Homes, LLC (“Developer”) pursuant to the Real Property Purchase Agreement with Developer, in the form and substance of that attached hereto as Exhibit “B” and incorporated herein by reference.

Executed as of the _____ day of _____, 2019

Lori Barnett Dodson
President

REAL PROPERTY PURCHASE AGREEMENT

This Real Property Purchase Agreement ("Contract") is made and entered into by and between **Garland Foundation for Development, Inc.**, a Texas local government corporation ("Foundation" or "Seller") and **Kingsley Homes, LLC**, ("Buyer" or "Developer") a Texas limited liability company, (hereinafter, each may be referred to as "Party," or collectively, "Parties").

WITNESSETH:

The RECITALS in this Section are (1) true and correct; (2) incorporated as part of this Contract for all purposes; (3) evidence the intent of the Parties in entering into this Contract; and (4) to be used in interpreting this Contract;

WHEREAS, Developer is the owner of real property consisting of approximately _____ acres and generally located in the 300 block of East Kingsley Road; ("Developer Tract");

WHEREAS, Foundation is the owner of real property consisting of approximately 3.3 acres and generally located in the 400 and 500 blocks of East Kingsley Road, adjacent to the Developer Tract, being more particularly described on Exhibit "A", which is attached hereto and incorporated herein by reference ("Land"); and

WHEREAS, Foundation desires to sell and convey its interest in and to Land to Developer, subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenant and conditions contained herein, the Parties agree as follows:

2. Purchase Price. The total consideration for the sale of the Land shall be 25% above the appraised value, as determined by a professional appraiser, licensed by the State of Texas, and selected and agreed upon by each Party prior to the appraisal work commencing (the "Purchase Price"). The appraised value, once determined by the agreed upon appraiser, shall be final. Buyer shall pay for all costs and expenses related to the appraisal.

3. Property Restriction.

(A) Seller and Buyer agree and acknowledge that the Land was conveyed by the City of Garland, Texas ("City") to Seller without competitive bids pursuant to Tex. Loc. Gov't Code 272.001(b)(4). As a condition of purchasing the Land from the City, Seller agreed to serve as an independent foundation to have the Land developed as a part of a single-family attached townhome development on the Land and Developer Tract, containing a minimum of 56 residential dwelling units ("Project").

- (B) Buyer agrees and acknowledges that the Land is being conveyed by Seller subject to the Restriction Agreement of ___ day of February 2019, between the Foundation and the Developer, attached hereto as Exhibit "B", and incorporated herein by reference. The Restriction Agreement shall be recorded in the Real Property Records of Dallas County, Texas, contemporaneously with the Deed without Warranty.
- (C) Buyer acknowledges and agrees that the Land shall be developed as a part of a single-family attached townhome development, containing a minimum of 56 residential dwelling units, subject to the terms herein, the Restriction Agreement, and that certain development agreement of the ___ day of _____, 2019, entered into by the City of Garland, Texas and the Buyer ("Development Agreement").
- (D) The terms and conditions of this Section 3 shall survive Closing.

4. Earnest Money. Within ten (10) business days following the date when this Contract is fully executed by both Parties, Buyer shall deliver the sum of \$_____ ("Earnest Money") to **Republic Title of Texas, Inc. of Texas, Inc. 2626 Howell Street 10th Floor, Dallas Texas 75204, Attention Meredith Williams** ("Title Company"), to be held by the Title Company as Earnest Money (herein so called) pursuant to the terms of this Contract. The Earnest Money shall be invested in an interest bearing account under Purchaser's Federal Tax I.D. number, and the interest shall be added to and become part of the Earnest Money. If this Contract is properly terminated by Purchaser pursuant to a right of termination granted to Purchaser in this Contract, the Earnest Money will be promptly refunded and disbursed to Purchaser, and the parties will have no further rights or obligations under this Contract (except for any that, by the explicit provision of this Contract, expressly survive the termination of this Contract.)

5. Transaction Costs.

- (A) Buyer shall pay the basic charge for the Title Policy; the escrow fee charged by Title Company; the costs to prepare the deed (if any); the costs to obtain, deliver, and record releases of all liens to be released at closing; the costs to record all documents to cure Title Objections agreed to be cured by Seller; and certificates or reports of ad valorem taxes. Buyer will pay the escrow fee charged by Title Company; the costs to obtain, deliver, and record all documents; the costs of work to have the appraisal for the Land.
- (B) Survey. Buyer shall pay for all costs related to obtaining a survey on the Land. Once the survey is accurately and fully completed by a licensed surveyor, the legal description of the Land described within the survey shall be substituted in its entirety for the legal description attached hereto as Exhibit "A", and incorporated herein for all purposes.

6. Seller's Representations. Seller represents to Buyer (which representations shall survive closing) that:

- (A) Seller is conveying to Buyer all of its interest to and in the Land.
- (B) The Land is being conveyed ““AS IS, WHERE IS, AND WITH ALL FAULTS.” Seller does not warrant or make any representations, express or implied, as to fitness for a particular purpose, merchantability, design, quantity, physical condition, operation compliance with specifications, absence of latent defects or compliance with laws and regulations (including, without limitation, those relating to zoning, health, safety and the environment) or any other matter affecting the Property.
- (C) This Contract constitutes the legal, valid and binding agreement of Seller, enforceable against Seller in accordance with its terms, and Seller has full power and authority to execute and deliver this Contract and to consummate the transactions contemplated hereby. The execution and delivery of this Contract and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate, partnership, trust or other action required on the part of Seller and this Contract has been duly and validly executed and delivered by Seller.

5. Approval Periods and Title. Buyer shall have thirty (30) days after the Effective Date to review the Title Binder and to deliver in writing to Seller such objections as Buyer may have to anything contained in them. Any such item to which Buyer shall not object shall be deemed a “Permitted Exception”. If there are objections by Buyer, Seller may, but shall not be obligated to, attempt to satisfy them prior to Closing, but Seller shall not be required to incur any cost to do so. Buyer’s failure to object within the time provided will be a waiver of the right to object. If Seller delivers written notice to Buyer (“Seller’s Title Notice”) on or before the end of the Closing date that Seller is unable or unwilling to satisfy such objections (and in the event Seller fails to deliver Seller’s Title Notice on or before such date, then Seller shall be deemed to have sent Seller’s Title Notice on such date stating that Seller will not or cannot cure any of the objections), Buyer may either waive such objections and accept such title as Seller is able to convey or terminate this Contract by written notice to Seller and receive the refundable portion of the Earnest Money immediately from the Title Company. Buyer must send such notice of termination prior to the end of the Closing date. If Buyer does not so terminate, the waived objections shall be Permitted Exceptions. If for any reason Seller is unable to convey title in accordance with Section 4(B) below, Buyer may either waive such objections and accept such title as Seller is able to convey at the Closing or terminate this Contract by written notice to Seller at the Closing and receive the refundable portion of the Earnest Money immediately from the Title Company. Zoning ordinances shall be deemed to be Permitted Exceptions. As used herein, the term “Permitted Exceptions” shall mean all matters described herein as being exceptions to title; all matters revealed in the Title Binder and in the Survey to which Buyer does not timely object; and all matters revealed in the Title Binder to which Buyer does timely object, but waives, or is deemed to have waived, the objection pursuant to this Section 5. Seller

represents to Buyer that to the best of Seller's knowledge, without any duty to investigate, Seller shall convey indefeasible title to the Land free and clear of any and all encumbrances except the Permitted Exceptions and subject to the terms and conditions of the deed without warranty.

6. Conditions Precedent to Buyer's Obligation. The following matters shall constitute absolute conditions precedent to Buyer's obligation to purchase the Land:

- (A) Seller's representations shall be true and correct as of the closing date.
- (B) The Land is in the same or similar condition as it was when this Contract was fully executed.
- (C) Title to the Land shall remain as initially approved by Buyer in the Title Binder and on the Survey as set forth in the provisions of this Contract such that good and indefeasible title shall be conveyed to Buyer at closing.

In the event that the conditions set forth above are not satisfied at closing, then Buyer may either obtain a refund of all Earnest Money plus accrued interest thereon following which neither party shall thereafter have any further liability to the other hereunder, or Buyer may waive in writing the nonfulfillment of such condition and purchase the Land pursuant to the terms and provisions hereof without any reduction in the Purchase Price.

7. Feasibility Period; Remediation of Hazardous Wastes.

- (A) Buyer shall have the right for a period of fifteen calendar days (the "Feasibility Period") after the effective date (as provided below) of this Contract to enter onto the Land and to have full access the Land for the purpose of conducting such inspections, investigations, studies and tests as Buyer may deem fit. On or before the commencement of the Feasibility Period, Seller shall furnish Buyer with a copy of any hazardous waste reports or other environmental assessments, audits or test results obtained by Seller relative to any portion of the Land. In the event that Buyer determines, in its sole discretion, based upon its inspections, investigations, studies or tests, that the Land is not satisfactory for Buyer's purposes or is not suitable for Buyer's intended use, then Buyer shall deliver written notice of such determination to Seller on or before the expiration of the Feasibility Period. In the event of such termination, and provided that Buyer is not otherwise in default of any provision of this Contract, all Earnest Money together with any accrued interest shall be returned to Buyer by the Title Company, and thereafter this Contract shall terminate and neither party shall have any further obligation or liability to the other under this Contract.
- (B) If Buyer's inspections, investigations, studies or tests disclose the existence of any Hazardous Materials in, on or under the Land, then Buyer may either:

- (1) Terminate this Contract (in which event the Earnest Money together with any accrued interest shall be paid or returned Buyer and thereafter this Contract shall terminate and neither party shall have any further obligation or liability to the other under this Contract); or
- (2) Waive, in writing, its objections to the existence of Hazardous Materials and proceed to closing without adjustment of the Purchase Price.

8. Closing.

A. The Closing of this Contract (the "Closing") shall be held on or before **April 31, 2019**. The Closing shall occur at the offices of the Title Company at its address stated above.

B. At the Closing, Seller shall deliver to (1) the Title Company, all documents reasonably required by the Title Company to close this transaction, and (2) Buyer, (i) a Deed Without Warranty conveying the Property in fee simple, subject only to the Permitted Exceptions, in form and substance attached hereto as Exhibit "C", and incorporated herein by reference for all purposes, and (ii) possession of the Property. Any tenants in possession will either be month to month or under written leases that specifically authorize termination of the lease by the Purchaser following the transaction.

C. At the closing, Buyer shall deliver to (1) the Title Company all documents reasonably required by the Title Company to close this transaction, and (2) Seller (i) the cash portion of the Purchase Price (with the Earnest Money and any and all Extension Fees, if any, being applied thereto).

D. Taxes, ad valorem or otherwise, for the Property, if any, for the then current calendar year shall be prorated at the Closing effective as of the Closing Date. Seller shall credit against the Purchase Price the amount of Seller's pro rata portion of such taxes. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of the taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation, and shall be final. If the Property is not a separate tax parcel, the taxes for the parcel of which the Property is a part ("Tax Parcel") shall be allocated between the Property and the remainder of the tax parcel based on the respective square footage, and the amount so allocated to the Property shall be prorated as described above. At such time as Seller or Buyer receives the tax statement for the Tax Parcel for the year in which the Closing date occurs, the receiving party agrees to forward a copy of the statement to the other party. After the Closing and until the Property and the remainder of the Tax Parcel have been identified as separate tax parcels on the tax rolls of the applicable taxing authorities, Seller and Buyer agree to cooperate with each other, and with any other purchaser of any portion of the Tax Parcel, in paying the taxes assessed against the Tax Parcel prior to delinquency. Buyer and Seller shall each indemnify the other

against, and shall hold the other harmless from, any losses, costs, expenses, liabilities, obligations, actions, causes of action, liens and/or damage incurred by or asserted against the other party, including, without limitation, attorneys' fees and cost of court, resulting from either party failing to so cooperate. The obligations of Buyer contained in this Section 5(E) shall survive the Closing.

E. If the Property is situated within a utility district subject to the provisions of the Texas Water Code, then at or prior to the Closing Seller agrees to give Buyer the written notice required by the Texas Water Code and Buyer agrees to sign and acknowledge the notice to evidence receipt thereof.

9. Remedies. If Seller shall have fully complied with all covenants, conditions and matters hereunder by Seller to be performed or Buyer has waived such compliance in writing, Buyer's conditions precedent are satisfied or waived, and the Title Company is ready, willing and able to issue its Owner's Policy of Title Insurance in the form herein prescribed, and Buyer shall then fail and refuse to close this transaction, then all Earnest Money deposited hereunder together with accrued interest thereon shall be paid to Seller as Seller's sole and exclusive remedy. If Buyer shall have fully complied with all covenants, conditions and matters hereunder by Buyer to be performed, or Seller has waived such compliance in writing, and the Title Company is ready, willing and able to issue its Owner's Policy of Title Insurance in the form herein prescribed, and Seller shall then fail and refuse to close this transaction, then at Buyer's election Buyer may either obtain a refund of all Earnest Money together with accrued interest thereon whereupon all parties shall be released from all further obligations hereunder or Buyer may sue Seller for specific performance, it being hereby acknowledged that Buyer's remedies at law are inadequate. Buyer and Seller hereby waive any and all other remedies available to either or any of them at law or in equity.

10. Brokerage Commission. Each of the parties hereto represents and warrants to the other that there are no other brokers or finders involved in this transaction and that there are no real estate commissions or finder's fees due in connection with this Contract and each of the parties agrees to indemnify and hold harmless the other from any other claims or liability for any other such commission or brokerage fee brought on account of the action or conduct of the indemnifying party. This paragraph shall survive the closing or termination of this Contract.

11. Time, Calculation. Time is of the essence in this Contract. If the final date in any provision of this Contract falls on a Saturday, Sunday or legal holiday (when national banks are closed), then, and in such event, the duration of such period shall be extended so that it shall end on the next succeeding day that is not a Saturday, Sunday or legal holiday.

12. Real Estate License Act of Texas. Buyer acknowledges that, in accordance with the terms of the Real Estate License Act of Texas, it has been advised that it should have an abstract covering the Land examined by an attorney of Buyer's selection or that Buyer should be furnished with or obtain a policy of title insurance.

13. Notices. Any notice required or desired to be given from one party to the other party to this Contract shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, postage prepaid, and addressed to such party at the address hereinafter specified; (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice, or (iv) emailed to any respective email address listed below.

14. No Assignment. Neither party shall have the right to assign that party's interest in this Contract without the prior written consent of the other party.

15. Severability. If any term or provision of this Contract is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Contract shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Contract a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

16. Waiver. Either Seller or Buyer shall have the right to waive any requirement contained in this Contract which is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended and specifically identifying the provision or provisions being waived. No waiver of any breach or violation of any term of this Contract shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

17. Governing Law; Venue. This Contract and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Contract are performable in Dallas County, Texas such that exclusive venue for any action arising out of this Contract shall be in Dallas County, Texas.

18. Paragraph Headings; Construction. The paragraph headings contained in this Contract are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Contract and this Contract shall not be construed either more or less strongly against or for either party.

19. Binding Effect. Except as limited herein, the terms and provisions of this Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

20. Gender. Within this Contract, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

21. Counterparts. This Contract may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

22. Exhibits. All exhibits to this Contract are incorporated herein by reference for all purposes wherever reference is made to the same.

23. Entire Agreement. It is understood and agreed that this Contract contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Contract exist. This Contract cannot be changed or terminated orally and may be modified only by a written document signed by an authorized representative both parties.

24. Relationship of Parties; No Third-Party Beneficiaries. Nothing contained in this Contract shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Contract nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Contract. There are no third-party beneficiaries to this Contract and no third-party beneficiaries are intended by implication or otherwise.

EXECUTED on the dates indicated below. For purposes of this Contract, the latter date on which a party hereto executes this Contract shall be considered the effective date (the "Effective Date").

SELLER:

**Garland Foundation for Development, a
Texas local government corporation**

By: _____

Name: _____

Title: _____

Date: _____

BUYER:

By: _____

Name: _____

Title: _____

Date: _____

ADDRESS FOR NOTICE:

PURCHASER:

SELLER:

Garland Foundation for Development, Inc.
Attn: John Baker, Executive Director
200 N. 5th Street
Garland, TX 75040

With a copy to:
Brian C. England
City of Garland
200 N. 5th Street
Garland, Texas 75040
(972) 205-2380
E-mail: bengland@garlandtx.gov

EXHIBITS:

- Exhibit "A" – Land Description
- Exhibit "B" - Form of Restriction Agreement
- Exhibit "C" - Form of Special Warranty Deed

EXHIBIT "A"
LEGAL DESCRIPTION

EXHIBT "A" – LEGAL DESCRIPTION

TRACT ONE

Being a tract of land commonly known as 402 East Kingsley Road, situated in the John W. Keen Survey, Abstract No. 742, in the City of Garland, Dallas County, Texas, and being a portion of that certain 2.9917 acre tract of land conveyed from Willows at Kingsley, L.P., a Texas limited partnership, to the City of Garland, Texas, a Texas home-rule municipality, as described in Special Warranty Deed recorded in Volume 2005074, Page 12547, of the Official Public Records of Dallas, Texas ("OPRDCT"), and being that same tract of land commonly known as Tract 13, and called 2.0841 acres, according to, and as calculated by, the Dallas Central Appraisal District for Commercial Account No. 65074215010130000, and being more particularly described by bounds as follows:

1. Bounded on the north by the southerly, curvilinear right-of-way of East Kingsley Road;
2. Bounded on the east by two tracts of land:
 - a. A portion of that certain 1.744 acre tract of land conveyed to the City of Garland, Texas, as described in Special Warranty Deed recorded in Volume 92253, Page 498, of the OPRDCT;
 - b. A tract of land struck off to the City of Garland on its behalf and Trustee for Garland ISD, Dallas County, by Sheriff's Deed recorded in County Clerk Instrument No. 201300359500, OPRDCT;
3. Bounded on the south by Agrawal Addition, an addition to the City of Garland, Texas, as recorded in County Clerk Instrument No. 200600231157, of the OPRDCT;
4. Bounded on the west by a 10' public alley, and by two tracts of land described in Warranty Deed With Vendor's Lien to Sunil P. Mosa, as recorded in County Clerk Instrument No. 201600313290, OPRDCT.

TRACT TWO

Being a tract of land commonly known as 500 and 550 East Kingsley Road, situated in the John W. Keen Survey, Abstract No. 742, in the City of Garland, Dallas County, Texas, and being a portion of that certain 1.744 acre tract of land described in Special Warranty Deed from Texas Bank of Garland, N.A., to the City of Garland, Texas, a

Texas home-rule municipality, recorded in Volume 92253, Page 498, of the Official Public Records of Dallas, Texas (“OPRDCT”), and being those same two tracts of land commonly known as Tract 14.1 and Tract 14, and called 0.1832 acres and 0.0727 acres respectively, according to, and as calculated by, the Dallas Central Appraisal District for respective Commercial Accounts No. 65074215010140100 and 65074215010140200, and being more particularly described by bounds as follows:

1. Bounded on the north by the southerly, curvilinear right-of-way of East Kingsley Road;
2. Bounded on the east by Lot 1, Block 2, of Centerville Elementary School, an addition to the City of Garland, Texas, as recorded in County Clerk Instrument No. 200600445747, OPRDCT;
3. Bounded on the south by Agrawal Addition, an addition to the City of Garland, Texas, as recorded in County Clerk Instrument No. 200600231157, OPRDCT;
4. Bounded on the west by three tracts of land:
 - a. A tract of land more commonly known and described as 502 E. Kingsley Road, Tract 25, 0.60 acres, in Sheriff’s Deed to the City of Garland on its behalf and Trustee for Garland ISD, Dallas County, recorded in County Clerk Instrument No. 201600195807, OPRDCT;
 - b. A tract of land struck off to the City of Garland on its behalf and Trustee for Garland ISD, Dallas County, by Sheriff’s Deed recorded in County Clerk Instrument No. 201300359500, OPRDCT;
 - c. A tract of land commonly known as 402 East Kingsley Road, situated in the John W. Keen Survey, Abstract No. 742, in the City of Garland, Dallas County, Texas, and being a portion of that certain 2.9917 acre tract of land conveyed from Willows at Kingsley, L.P., a Texas limited partnership, to the City of Garland, Texas, a Texas home-rule municipality, as described in Special Warranty Deed recorded in Volume 2005074, Page 12547, OPRDCT.

TRACT THREE

Being 0.60 acres, tract 25, out of the John W. Keen Survey, Abstract 742, Page 150, AKA 502 E. Kingsley Road, City of Garland, Texas as recorded in volume 81244, Page 1033, of the Dallas County Deed Records.

TRACT FOUR

Tract 26 of the John W. Keen Survey, Abstract 742, Page 150, aka 450 E. Kingsley Road, City of Garland, Texas as recorded in Volume 72215, Page 1018 of the Dallas county Deed Records.

EXHIBIT "B"
RESTRICTION AGREEMENT

EXHIBIT “C”
FORM OF DEED WITHOUT WARRANTY

PROPERTY RESTRICTION AGREEMENT

This Restriction Agreement ("Restriction Agreement") is made and entered into as _____, 2019, (the "Effective Date") by and between Kingsley Homes, LLC, a Texas limited liability company, its successors, or assigns ("Developer") and the Garland Foundation for Development, Inc., a Texas local government corporation ("GFFD" or "Foundation") (collectively, "Parties").

Recitals:

The RECITALS in this Section are (1) true and correct; (2) incorporated as part of this Agreement for all purposes; (3) evidence the intent of the Parties in entering into this Agreement; and (4) to be used in interpreting this Agreement;

WHEREAS, the City of Garland, Texas ("City") has, pursuant to the Purchase and Development Agreement of ____ day of February , 2019, conveyed to GFFD the Land with a restriction that the Land be developed as a part of a single-family attached townhome development containing approximately 56 residential dwelling units with ancillary improvements ("Residential Improvements") and improvements that are to be dedicated to the public ("Public Infrastructure") (collectively, "Project"), all of which is more particularly described in the detailed plan attached to and incorporated into the PD Ordinance governing the use of the Land; and

WHEREAS, GFFD has, as a condition of the conveyance of the Land to Developer, restricted the use of the Land for the purposes more fully described in the economic development incentive agreement of ___ day of _____ , 2019, between the City and Developer ("Economic Development Incentive Agreement") and the planned development zoning ordinance approved by the City Council of the City of Garland, which governs the development and use of the Land ("PD Ordinance");

NOW, THEREFORE, in consideration of the sum of ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Article I Definitions

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

"City" means the City of Garland, a Texas home rule municipality located in Dallas County, Texas.

“Land” means the real property located in the City of Garland, Dallas County, Texas, and more fully described in the legal description within Exhibit “A”, which is attached hereto and incorporated herein by reference. The legal description within Exhibit “A” shall be replaced in its entirety with the legal description within the survey commissioned by Developer pursuant to the Purchase Agreement.

“PD Ordinance” is defined in the recitals.

“Project” is defined in the recitals.

“Public Infrastructure” is defined in the recitals.

“Purchase Contract” means that certain *Real Property Purchase Agreement* by and between GFFD and Developer, dated and effective the ___ day of _____, 2019 with respect to the sale of the Land by GFFD to Developer.

“Residential Improvements” is defined in the recitals.

“Required Use” means the development and use of the Land as a single-family attached townhome development and related ancillary uses, which uses are more fully described within the Economic Development Incentive Agreement and the PD Ordinance, which are incorporated herein by reference.

Article II Restrictions

3.1 Use of Land; Buildings. No lot or portion of the Land shall be owned, held leased, transferred, sold, mortgaged or conveyed for any use other than the development of the Project and the Required Use. No building shall be constructed, reconstructed, erected, altered, or placed on any portion of the Land other than the Residential Improvements, Public Infrastructure and other ancillary improvements that will be used in conformance with the Required Use.

Article IV Miscellaneous

4.1 Enforcement. GFFD and any subsequent owner of all or any portion of the Land, other than resident owners of any single-family dwelling, shall have the right, but not the obligation, to enforce this Restriction Agreement, as the same may be amended as herein provided. Enforcement of this Restriction Agreement and the covenants and restrictions contained herein may be exercised after failure of any person or persons violating or attempting to violate any covenants or restrictions

to cure such violation or breach within ninety (90) days after receipt of written notice thereof by proceeding at law or in equity, against any person or persons violating or attempting to violate any covenants or restrictions, to restrain violation or to recover damages, and failure to enforce any covenant, restriction or condition shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. The rights of GFFD under this Restriction Agreement may not be waived or released except pursuant to an amendment or termination approved in accordance with the provisions hereof.

4.2 Duration. The Use Restrictions set forth herein shall be effective from the date this Restriction Agreement is recorded and continue for a period of twenty (20) years following the Effective Date, at which time this Restriction Agreement shall automatically and immediately terminate without notice.

4.3 Amendment. No amendment or any early termination of this Restriction Agreement shall be effective unless and until the Executive Director of the GFFD has approved the same as evidenced by an executed instrument and recorded in the Real Property Records of Dallas County, Texas. In the event Developer desires to change, amend or alter the Use Restrictions set forth in Article 3 so that the Land may be used for other than single-family attached town home development, Developer shall file a written application for such change or amendment to Article 3 with the Executive Director of the GFFD. The GFFD shall approve or deny such application in whole or in part within thirty (30) days after receipt of such application, with the failure to act constituting a denial of the request.

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

If to Developer:

Kingsley Homes, LLC
14455 Webb Chapel
Farmers Branch, Texas 75234
Attn: Mr. Sunil P. Mosa

If to GFFD:

Garland Foundation for Development, Inc.
Attn: John Baker, Executive Director
200 N. 5th Street
Garland, TX 75040

With a copy to:

Brian C. England
City of Garland
200 N. 5th Street
Garland, Texas 75040
(972) 205-2380
E-mail: bengland@garlandtx.gov

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

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

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

5.7. Recording. The parties agree that GFFD may record this Agreement in the Official Real Property Records of Dallas County, Texas.

5.8. Covenants Run with the Land. This Restriction Agreement and the terms and provisions hereof are intended to run with the Land and shall be binding upon Developer and each and every subsequent owner, tenant, subtenant, licensee, manager, and occupant of all or any portion of the Land, other than single-family attached townhome lots, including all improvements thereon, but only during the term of such party's ownership, tenancy, license, management or occupancy of the Land, for which such party shall remain liable and shall be binding upon and inure to the benefit of the GFFD and its successors and assigns. It is expressly understood and agreed that acceptance of title to all or a portion of the Land shall automatically, and without further acknowledgement or conformation from the owner, constitute such owner's assumption of the obligations of Developer hereunder with respect to the applicable portion of the Land.

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

5.10, Assignment to City. GFFD may, in its sole discretion, assign all of its right, title, and interest in this Agreement to City without the consent of Developer, provided such assignment shall not be effective earlier than the date notice of the assignment is delivered by GFFD to Developer.

5.11 Relationship of Parties; No Third-Party Beneficiaries. Nothing contained in this Restriction Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Restriction Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Restriction Agreement. There are no third-party beneficiaries to this Restriction Agreement and no third-party beneficiaries are intended by implication or otherwise.

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

EXECUTED on the dates indicated below. For purposes of this Contract, the latter date on which a party hereto executes this Contract shall be considered the effective date (the ‘Effective Date’).

DEVELOPER:

a Texas limited liability company

By: _____

Name: _____

Title: _____

Date: _____

FOUNDATION:

**Garland Foundation for Development,
Inc., a Texas local government corporation**

By: _____

Name: _____

Title: _____

Date: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____, 2019, by _____, in his capacity as _____ for Kingsley Homes, LLC.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2019.

Notary Public in and for the State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____, 2019, by John Baker, in his capacity as Executive Director of the Garland Foundation for Development.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2019.

Notary Public in and for the State of Texas

EXHIBIT “A”
LEGAL DESCRIPTION

TRACT ONE

Being a tract of land commonly known as 402 East Kingsley Road, situated in the John W. Keen Survey, Abstract No. 742, in the City of Garland, Dallas County, Texas, and being a portion of that certain 2.9917 acre tract of land conveyed from Willows at Kingsley, L.P., a Texas limited partnership, to the City of Garland, Texas, a Texas home-rule municipality, as described in Special Warranty Deed recorded in Volume 2005074, Page 12547, of the Official Public Records of Dallas, Texas (“OPRDCT”), and being that same tract of land commonly known as Tract 13, and called 2.0841 acres, according to, and as calculated by, the Dallas Central Appraisal District for Commercial Account No. 65074215010130000, and being more particularly described by bounds as follows:

1. Bounded on the north by the southerly, curvilinear right-of-way of East Kingsley Road;
2. Bounded on the east by two tracts of land:
 - a. A portion of that certain 1.744 acre tract of land conveyed to the City of Garland, Texas, as described in Special Warranty Deed recorded in Volume 92253, Page 498, of the OPRDCT;
 - b. A tract of land struck off to the City of Garland on its behalf and Trustee for Garland ISD, Dallas County, by Sheriff’s Deed recorded in County Clerk Instrument No. 201300359500, OPRDCT;
3. Bounded on the south by Agrawal Addition, an addition to the City of Garland, Texas, as recorded in County Clerk Instrument No. 200600231157, of the OPRDCT;
4. Bounded on the west by a 10’ public alley, and by two tracts of land described in Warranty Deed With Vendor’s Lien to Sunil P. Mosa, as recorded in County Clerk Instrument No. 201600313290, OPRDCT.

TRACT TWO

Being a tract of land commonly known as 500 and 550 East Kingsley Road, situated in the John W. Keen Survey, Abstract No. 742, in the City of Garland, Dallas County, Texas, and being a portion of that certain 1.744 acre tract of land described in Special Warranty Deed from Texas Bank of Garland, N.A., to the City of Garland, Texas, a Texas home-rule

municipality, recorded in Volume 92253, Page 498, of the Official Public Records of Dallas, Texas (“OPRDCT”), and being those same two tracts of land commonly known as Tract 14.1 and Tract 14, and called 0.1832 acres and 0.0727 acres respectively, according to, and as calculated by, the Dallas Central Appraisal District for respective Commercial Accounts No. 65074215010140100 and 65074215010140200, and being more particularly described by bounds as follows:

1. Bounded on the north by the southerly, curvilinear right-of-way of East Kingsley Road;
2. Bounded on the east by Lot 1, Block 2, of Centerville Elementary School, an addition to the City of Garland, Texas, as recorded in County Clerk Instrument No. 200600445747, OPRDCT;
3. Bounded on the south by Agrawal Addition, an addition to the City of Garland, Texas, as recorded in County Clerk Instrument No. 200600231157, OPRDCT;
4. Bounded on the west by three tracts of land:
 - a. A tract of land more commonly known and described as 502 E. Kingsley Road, Tract 25, 0.60 acres, in Sheriff’s Deed to the City of Garland on its behalf and Trustee for Garland ISD, Dallas County, recorded in County Clerk Instrument No. 201600195807, OPRDCT;
 - b. A tract of land struck off to the City of Garland on its behalf and Trustee for Garland ISD, Dallas County, by Sheriff’s Deed recorded in County Clerk Instrument No. 201300359500, OPRDCT;
 - c. A tract of land commonly known as 402 East Kingsley Road, situated in the John W. Keen Survey, Abstract No. 742, in the City of Garland, Dallas County, Texas, and being a portion of that certain 2.9917 acre tract of land conveyed from Willows at Kingsley, L.P., a Texas limited partnership, to the City of Garland, Texas, a Texas home-rule municipality, as described in Special Warranty Deed recorded in Volume 2005074, Page 12547, OPRDCT.

TRACT THREE

Being 0.60 acres, tract 25, out of the John W. Keen Survey, Abstract 742, Page 150, AKA 502 E. Kingsley Road, City of Garland, Texas as recorded in volume 81244, Page 1033, of the Dallas County Deed Records.

TRACT FOUR

Tract 26 of the John W. Keen Survey, Abstract 742, Page 150, aka 450 E. Kingsley Road, City of Garland, Texas as recorded in Volume 72215, Page 1018 of the Dallas county Deed Records.

DEED WITHOUT WARRANTY

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DALLAS §

That the **Garland Foundation for Development, Inc.**, a Texas local government corporation ("Grantor"), for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to Grantor, the receipt and sufficiency of which is hereby acknowledged, paid in hand by **Kingsley Homes, LLC**, a Texas limited liability company ("Grantee"), has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee those certain lots, tracts, or parcels of land situated in the City of Garland, County of Dallas, State of Texas, which are more particularly described in attached Exhibit "A" and incorporated herein by reference for all purposes (**the "Property"**).

This Deed Without Warranty is subject to:

- (i) any and all visible and apparent easements and encroachments, whether of record or not;
- (ii) any and all covenants, conditions, reservations, restrictions, exceptions, easements, rights-of-way, mineral interests, mineral leases, or other instruments of record applicable to the Property or any part thereof;
- (iii) rights of the public to any portion of the above described property lying within the boundaries of dedicated or existing roadways or which may be used for road or street purposes;
- (iv) rights of parties in possession; and
- (v) any right of redemption as specified in Chapter 34, Subchapter B, Texas Property Tax Code.

It is understood and agreed that Grantor is not making any warranties or representations of any kind or character, express, implied or statutory, with respect to the Property, its physical condition or any other matter or thing relating to or affecting the Property and that the Property is being conveyed and transferred to Grantee "AS IS, WHERE IS, AND WITH ALL FAULTS." Grantor does not warrant or make any representations, express or implied, as to fitness for a particular purpose, merchantability, design, quantity, physical condition, operation compliance with specifications, absence of latent defects or compliance with laws and regulations (including, without limitation, those relating to zoning, health, safety and the environment) or any other matter affecting the Property.

THIS DEED IS MADE WITHOUT WARRANTY, EXPRESS OR IMPLIED, AND GRANTOR EXPRESSLY DISCLAIMS, EXCEPTS AND EXCLUDES ANY AND ALL WARRANTIES OF TITLE OR OTHERWISE FROM THIS CONVEYANCE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES ARISING UNDER COMMON LAW OR STATUTE.

When the context requires, singular nouns and pronouns include the plural.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto and in anywise belonging unto Grantee, his heirs, successors and assigns forever; **WITHOUT WARRANTY AND SUBJECT IN ALL RESPECTS TO THE DISCLAIMERS SET FORTH ABOVE.**

EXECUTED on the dates set forth in the acknowledgements below, to be EFFECTIVE on the _____ day of _____ 2019.

GRANTOR:

GARLAND FOUNDATION FOR DEVELOPMENT, INC

By: _____

Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me on the _____ day of _____, 2019, by John Baker, in his capacity as Executive Director of the Garland Foundation for Development.

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:

EXHIBIT "A"
LEGAL DESCRIPTION

TRACT ONE

Being a tract of land commonly known as 402 East Kingsley Road, situated in the John W. Keen Survey, Abstract No. 742, in the City of Garland, Dallas County, Texas, and being a portion of that certain 2.9917 acre tract of land conveyed from Willows at Kingsley, L.P., a Texas limited partnership, to the City of Garland, Texas, a Texas home-rule municipality, as described in Special Warranty Deed recorded in Volume 2005074, Page 12547, of the Official Public Records of Dallas, Texas ("OPRDCT"), and being that same tract of land commonly known as Tract 13, and called 2.0841 acres, according to, and as calculated by, the Dallas Central Appraisal District for Commercial Account No. 65074215010130000, and being more particularly described by bounds as follows:

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 - b. A tract of land struck off to the City of Garland on its behalf and Trustee for Garland ISD, Dallas County, by Sheriff's Deed recorded in County Clerk Instrument No. 201300359500, OPRDCT;
3. Bounded on the south by Agrawal Addition, an addition to the City of Garland, Texas, as recorded in County Clerk Instrument No. 200600231157, of the OPRDCT;
4. Bounded on the west by a 10' public alley, and by two tracts of land described in Warranty Deed With Vendor's Lien to Sunil P. Mosa, as recorded in County Clerk Instrument No. 201600313290, OPRDCT.

TRACT TWO

Being a tract of land commonly known as 500 and 550 East Kingsley Road, situated in the John W. Keen Survey, Abstract No. 742, in the City of Garland, Dallas County, Texas, and being a portion of that certain 1.744 acre tract of land described in Special Warranty Deed from Texas Bank of Garland, N.A., to the City of Garland, Texas, a Texas home-rule municipality, recorded in Volume 92253, Page 498, of the Official Public Records of Dallas, Texas ("OPRDCT"), and being those same two tracts of land commonly known as Tract 14.1 and Tract 14, and called 0.1832 acres and 0.0727 acres

respectively, according to, and as calculated by, the Dallas Central Appraisal District for respective Commercial Accounts No. 65074215010140100 and 65074215010140200, and being more particularly described by bounds as follows:

1. Bounded on the north by the southerly, curvilinear right-of-way of East Kingsley Road;
2. Bounded on the east by Lot 1, Block 2, of Centerville Elementary School, an addition to the City of Garland, Texas, as recorded in County Clerk Instrument No. 200600445747, OPRDCT;
3. Bounded on the south by Agrawal Addition, an addition to the City of Garland, Texas, as recorded in County Clerk Instrument No. 200600231157, OPRDCT;
4. Bounded on the west by three tracts of land:
 - a. A tract of land more commonly known and described as 502 E. Kingsley Road, Tract 25, 0.60 acres, in Sheriff's Deed to the City of Garland on its behalf and Trustee for Garland ISD, Dallas County, recorded in County Clerk Instrument No. 201600195807, OPRDCT;
 - b. A tract of land struck off to the City of Garland on its behalf and Trustee for Garland ISD, Dallas County, by Sheriff's Deed recorded in County Clerk Instrument No. 201300359500, OPRDCT;
 - c. A tract of land commonly known as 402 East Kingsley Road, situated in the John W. Keen Survey, Abstract No. 742, in the City of Garland, Dallas County, Texas, and being a portion of that certain 2.9917 acre tract of land conveyed from Willows at Kingsley, L.P., a Texas limited partnership, to the City of Garland, Texas, a Texas home-rule municipality, as described in Special Warranty Deed recorded in Volume 2005074, Page 12547, OPRDCT.

TRACT THREE

Being 0.60 acres, tract 25, out of the John W. Keen Survey, Abstract 742, Page 150, AKA 502 E. Kingsley Road, City of Garland, Texas as recorded in volume 81244, Page 1033, of the Dallas County Deed Records.

TRACT FOUR

Tract 26 of the John W. Keen Survey, Abstract 742, Page 150, aka 450 E. Kingsley Road, City of Garland, Texas as recorded in Volume 72215, Page 1018 of the Dallas county Deed Records.