Dan Bochsler, President Kim Willmott, Vice-President Charles Drane, Secretary/Treasurer Firouz Haghighi, Director Joseph Thompson, Director Veer Patel, Director Ernest Williams, Director



Christophe Trahan, EDC Director Lisa Bowman, Admin. Assistant Will James, Marketing Analyst

NOTICE OF MEETING ECONOMIC DEVELOPMENT CORPORATION January 14, 2025 10:00 A.M. PEDC Office 100 Willow Creek Pkwy, Suite A

Palestine, TX

Zoom Link:

https://us06web.zoom.us/j/89070354217?pwd=2m2NNsBSZEV1t3C1CGGcSjcDNoYWID.1

Meeting ID: 890 7035 4217 Passcode: 979240

One tap mobile +13462487799,,89070354217#,,,,*979240# US

Note: when you are joining a Zoom meeting by phone, you can use your phone's dial pad to enter the commands *6 for toggling mute/unmute and *9 to "raise your hand." Learn more here.

Follow us live at: facebook.com/palestinetx/

A. CALL TO ORDER

B. PROPOSED CHANGES OF AGENDA ITEMS

C. PUBLIC COMMENTS

Any citizen wishing to speak during public comments regarding an item on or off the agenda may do so during this section of the agenda. All comments must be no more than five minutes in length. Any comments regarding items, not on the posted agenda may not be discussed or responded to by the Commissioners. Members of the public may join via Zoom or in person.

D. **CONFLICT OF INTEREST DISCLOSURES**

E. ITEMS FROM BOARD

F. DIRECTOR'S REPORT

- 1. Review monthly Director's Report.
 - Strategic Plan Activity
 - Retail Sector Data
 - Workforce Data
 - ETEX Revenue Share Report
 - All Other Director Activities

2. Review monthly Marketing Analyst Report.

G. DISCUSSION AND ACTION ITEMS

- 1. Presentations regarding Downtown Grant Applications & Perf. Agreements:
 - a.) Lilly Duncan
 - b.) Seth Blood
 - c.) A. Hugh Summers
 - d.) Kevin Fuhr for Link Bratton Building, LLC. & Palestine Event Center, LLC.
- 2. Consider approval of the PEDC Minutes from December 10, 2024.
- 3. Consider approval of the December 2024 Financial Report.
- 4. Discussion and possible action regarding the Downtown Grant Perf. Agreement with Mabrico Phil Johnson, sole proprietor d/b/a Dogwood Embroidery.
- 5. Discussion and possible action regarding the Downtown Grant Performance Agreement with Thorough Food Company, LLC.
- 6. Consideration and possible action regarding an amendment of the Downtown Grant Perf. Agreement for Palestine Community Theater, Inc.
- 7. Consideration and possible action regarding an Interlocal Agreement with the Texas State Railroad Authority.

H. PUBLIC HEARINGS

- 1. Public Hearing to receive public comments regarding PEDC offering economic development grants to incentivize community development.
 - a.) Open Public Hearing
 - b.) Receive Public Comments
 - c.) Close Public Hearing
- 2. Public Hearing to receive public comments regarding PEDC offering an economic development grant to incentivize Palestine Mall Redevelopment, LLC.
 - a.) Open Public Hearing
 - b.) Receive Public Comments
 - c.) Close Public Hearing

I. CLOSED SESSION

The Board will go into Closed Session pursuant to Texas Government Code, Chapter 551, Subchapter D.

- 1. Section 551.087 deliberation regarding Economic Development negotiations; to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiation or to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision.
 - a.) Palestine Mall
 - b.) Texas Futura, LLC.
 - c). Lilly Duncan
 - d.) Seth Blood
 - e.) A. Hugh Summers
 - f.) Palestine Event Center, LLC & Link Bratton Building, LLC

J. RECONVENE IN REGULAR SESSION

K. DISCUSSION AND POSSIBLE ACTION ON CLOSED SESSION ITEMS

- 1. Discussion and possible action regarding a Downtown Grant Application and Perf. Agreement with Lilly Duncan.
- 2. Discussion and possible action regarding Downtown Grant Applications and Perf. Agreements with Seth Blood.
- 3. Discussion and possible action regarding Downtown Grant Applications and Perf. Agreements with A. Hugh Summers.
- 4. Discussion and possible action regarding Downtown Grant Applications and Perf. Agreements with Palestine Event Center, LLC. & Link Bratton Building, LLC.

L. ADJOURNMENT

I certify that the above Notice of Meeting was posted at the main entrance of the Palestine Economic Development Corporation located at 100 Willow Creek Parkway, Suite A, Palestine, Texas, in compliance with Chapter 551 of the Texas Government Code on **Friday, January 10, 2025, at 4:30 p.m.**

Lisa Bowman, EDC Admin. Assistant

IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA) PERSONS IN NEED OF SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHALL, CONTACT THE CITY SECRETARY'S OFFICE VIA EMAIL AT citysecretary@palestine-tx.org or 903-731-8414.



Agenda Date: 01/14/2025

To: Palestine Economic Development Corporation From: Lisa Bowman, Economic Development Admin

Agenda Item: Review monthly Director's Report.

SUMMARY:

Review monthly Director's Report.

- Strategic Plan Activity
- Retail Sector Data
- Workforce Data
- ETEX Revenue Share Report
- All Other Director Activities

RECOMMENDED ACTION:

Staff recommends the board review the monthly Director's Report.

Attachments

Director's Report ETEX Report



Economic Development Activities - December/January 2024-2025

Business Retention & Expansion

- Coordinated meeting with community leaders to discuss a potential expansion of the Sanderson Farms processing facility on 12/16
- Conducted a BRE visit with Greenbrier Nursing Home on 12/19.

New & Small Business Development

- Met with Small Business Development Center representatives to discuss feasibility of re-establishing a revolving loan fund program in Palestine on 12/16.
- Met with and assisted a local entrepreneur with site selection for a new business on 12/17.
- Met with Chronos Energy to discuss potential sites in Palestine/Anderson County for site selection on 1/9.

Targeted Marketing & Attraction

- Presented & secured TSRA approval of interlocal agreement to develop Industrial Rail Park on 12/20.
- Completed drafting of Community Development Grant Agreement for Tri-County Meals on Wheels to support the expansion of their meeting/convention space.

Incentives/Infrastructure & Quality of Life

- Secured city council approval of city incentives for the Palestine Mall project on 12/18.
- Drafting & Negotiation of incentives for Palestine Mall project.
- Contract drafting & administration of Downtown Capital Improvement Grant Program.

Prospects

PEDC December leads: 0

No. of open leads

Strategic Plan – Activity Chart

Strategic Plan	2024 - 2027	Palestine EDC											
Project start date:	01-Oct-24												
•	Legend:	Completed Activities											
		New Activities											
				2024					20	25			
	GOALS		Oct	Nov	Dec	Jan	Feb	Mar	Apr Ma	ıy Jun	Jul	Aug	Sep
	Design business retention and expansion contact program			2	2/1								
	Create Business Education Advisory Council and Workforce Advisory Board			1	2	1							
	Identify emerging high demand career pathways												
Work with TV	CC, UT Tyler, the SBDC, Greater Texas Capital Corporation, and SCORE to provide services to new	and small businesses	2	2	1								
	Determine feasibility of creating a Revolving Loan Fund Program (RLF)			2	1								
	Create incubator/makerspace and co-workspace			1									
	Promote Palestine/Anderson County as an SBA HUB Zone			1									
	Design marketing materials that create a brand for Palestine as a business/education destinate	ion	1	1	1								
	Update website, community profile, available sites and buildings, workforce/education			1	1								
	Support the development of a large-scale conference/meeting space within the City of Palest	ine		1	2								
	Complete the development of the rail-served 333-acre Industrial Park		2	2	2/3								
	Assess the feasibility of an airport/NASA-Columbia business park/Education District												
	Work with NASA-Columbia to attract suppliers and vendors												
	Market Palestine as a retirement and military/veteran friendly community.												
Determine feasibi	ility of creating a FAME (Federation of Advanced Manufacturing Education) curriculum to support	advanced manufacturing.											
	Support UT Tyler/Palestine and TVCC local and regional initiatives.			2	2								
	Expand/upgrade broadband infrastructure/technology												
	Create incentives to attract skilled workers.												
	Create Promise scholarships for two- and four- year schools												
	Support tourists/visitors, special events, and festivals		2		1								
	Secure State of Texas certifications for tourism, film, music, and digital media												
Organize local build	ders to provide affordable apartments/housing and new subdivisions/neighborhoods using local,	state, and federal incentives	3		4								
	Support incentives to repurpose old, underutilized residential and commercial buildings in Pale	estine	2	1	2	2							
	Expand healthcare services												
	Support the City of Palestine, Anderson County, and TxDOT to upgrade roads and streets												
	Update/expand local parks and recreational facilities			1	2								
	Extend utility infrastructure to WNW Loop												
	Support efforts to extend/widen airport runways and upgrade technology					1							
	Preserve and repurpose historic buildings		4	5	5	4							
	Promote and capitalize on federal Opportunity Zones located in Palestine and Anderson Cou	nty											

Retail Sector - December

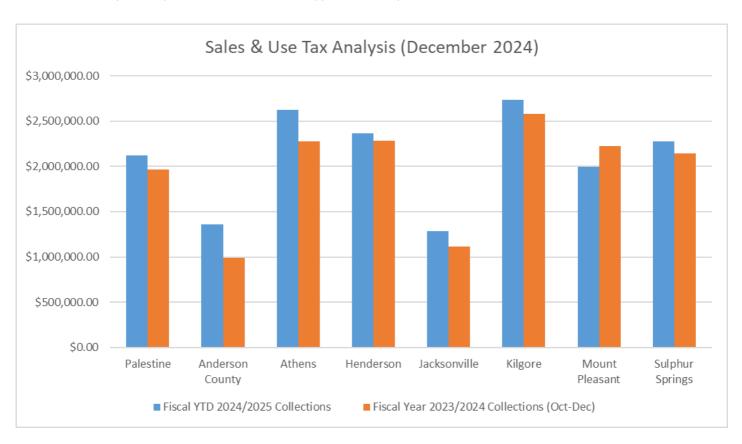
Local Sales & Use Tax Summary Palestine, Anderson County & Index Cities

Fiscal Year Comparisons

Callastians	Daviad	Net Payment	Net Payment	Not Charas
Collection:	Period	Current Year 2024/2025	Prior Year 2023/2024	Net Change
Dologtino	Dec	\$697,694.93	\$554,830.79	20.5%
Palestine	Fiscal YTD	\$2,118,575.38	\$1,962,534.38	7.4%
Anderson County	Dec	\$408,525.18	\$365,231.78	10.6%
Anderson County	Fiscal YTD	\$1,362,330.34	\$989,812.23	27.3%
Athens	Dec	\$882,246.43	\$701,114.71	20.5%
Athens	Fiscal YTD	\$2,623,062.60	\$2,275,484.90	13.3%
Handargan	Dec	\$852,746.95	\$756,001.71	11.3%
Henderson	Fiscal YTD	\$2,363,343.68	\$2,285,120.14	3.3%
Jacksonville	Dec	\$401,370.14	\$292,276.49	27.2%
Jacksonvine	Fiscal YTD	\$1,287,515.03	\$1,118,686.14	13.1%
Vilgoro	Dec	\$857,773.15	\$830,426.72	3.2%
Kilgore	Fiscal YTD	\$2,734,208.46	\$2,576,588.07	5.8%
Maunt Dlaggart	Dec	\$726,655.80	\$716,431.01	1.4%
Mount Pleasant	Fiscal YTD	\$1,993,707.38	\$2,221,485.94	-11.4%
Culmbur Conings	Dec	\$765,665.87	\$623,854.40	18.5%
Sulphur Springs	Fiscal YTD	\$2,276,224.88	\$2,146,157.06	5.7%

^{*} Source: Texas Comptroller of Public Accounts

^{*} Note: All Net Payments represent collections conducted approx. 2 months prior



Retail Sector - January

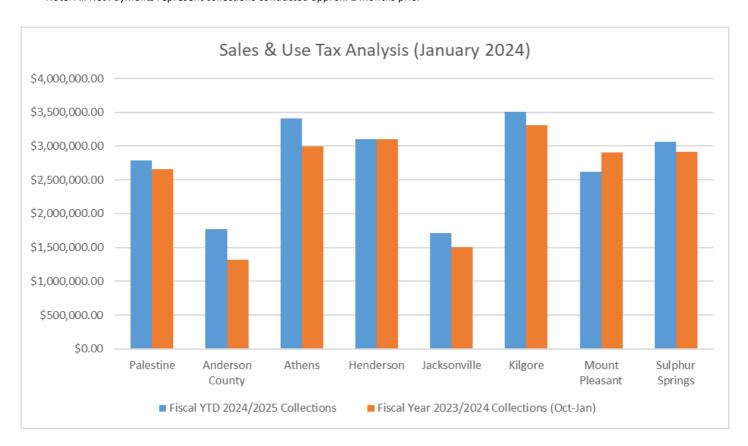
Local Sales & Use Tax Summary Palestine, Anderson County & Index Cities

Fiscal Year Comparisons

Callantian	Davia d	Net Payment	Net Payment	Not Change	
Collection:	Period	Current Year 2024/2025 Prior Year 2023/2024		Net Change	
Dologting	Jan	\$672,718.49	\$700,319.79	-4.1%	
Palestine	Fiscal YTD	\$2,791,293.87	\$2,662,854.17	4.6%	
Andonson County	Jan	\$407,783.34	\$325,765.78	20.1%	
Anderson County	Fiscal YTD	\$1,770,113.68	\$1,315,578.01	25.7%	
Athens	Jan	\$786,891.06	\$722,232.04	8.2%	
Athens	Fiscal YTD	\$3,409,953.66	\$2,997,716.94	12.1%	
Handonson	Jan	\$735,301.19	\$817,217.79	-11.1%	
Henderson	Fiscal YTD	\$3,098,644.87	\$3,102,337.93	-0.1%	
Jacksonville	Jan	\$430,641.61	\$385,490.54	10.5%	
Jacksonvine	Fiscal YTD	\$1,718,156.64	\$1,504,176.68	12.5%	
Vilgoro	Jan	\$772,084.82	\$737,203.13	4.5%	
Kilgore	Fiscal YTD	\$3,506,293.28	\$3,313,791.20	5.5%	
Mount Pleasant	Jan	\$630,740.57	\$680,934.43	-8.0%	
Mount Pleasant	Fiscal YTD	\$2,624,447.95	\$2,902,420.37	-10.6%	
Culnhun Chnings	Jan	\$785,116.86	\$772,963.13	1.5%	
Sulphur Springs	Fiscal YTD	\$3,061,341.74	\$2,919,120.19	4.6%	

^{*} Source: Texas Comptroller of Public Accounts

^{*} Note: All Net Payments represent collections conducted approx. 2 months prior



Workforce Data

Unemployment Rates in Anderson & Index Counties - November 2024:

Cherokee County - 4.8%

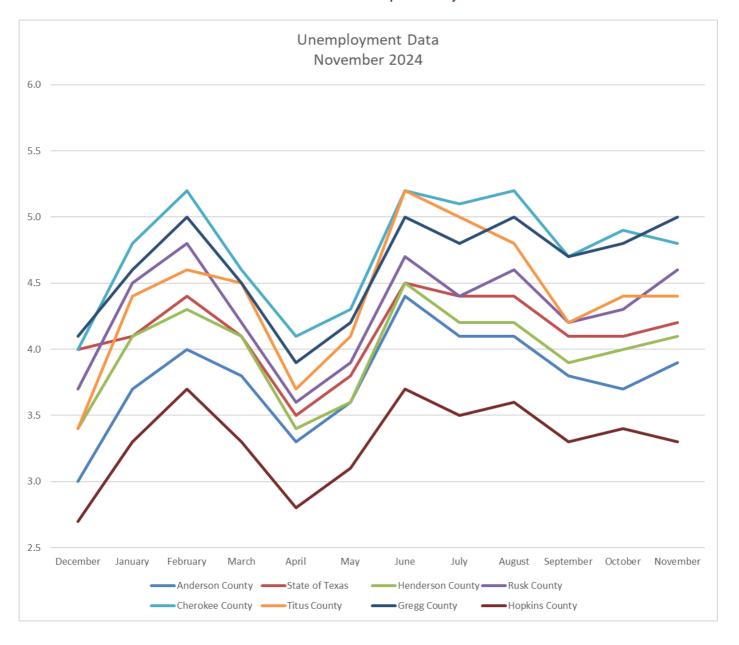
Rusk County - 4.6%

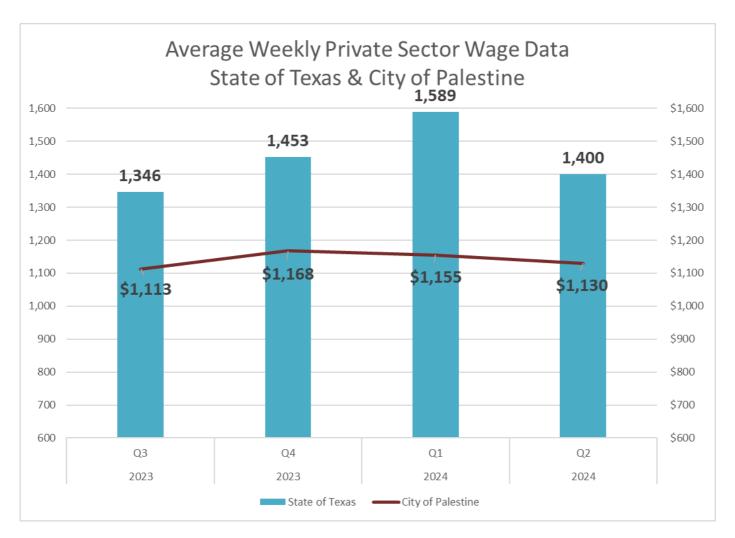
Gregg County - 5.0%

Titus County - 4.4%

State of Texas - 4.2%

Hopkins County - 3.3%





Source: Texas Labor Market Information



ETEX/PEDC Broadband Initiative Revenue Share Report

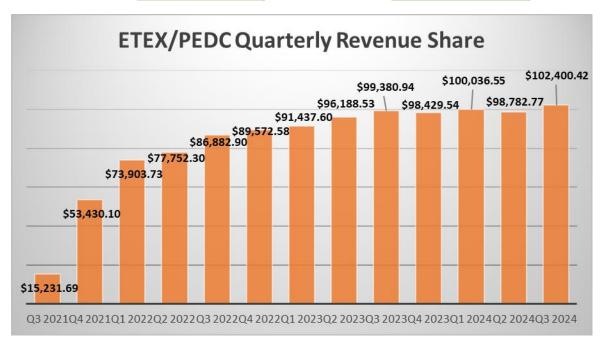
As of Q3 2024

Initial investment payback period: 5 years

Approximate investment payback period based on current revenues: 3.5 years

PEDC Revenue Budget							
Q3 2021	\$	50,000.00					
Q4 2021	\$	37,500.00					
Q1 2022	\$	37,500.00					
Q2 2022	\$	37,500.00					
Q3 2022	\$	37,500.00					
Q4 2022	\$	37,500.00					
Q1 2023	\$	37,500.00					
Q2 2023	\$	37,500.00					
Q3 2023	\$	37,500.00					
Q4 2023	\$	95,000.00					
Q1 2024	\$	95,000.00					
Q2 2024	\$	95,000.00					
Q3 2024	\$	95,001.00					

ETEX Qua	rte	rly Revenue Share
Q3 2021	\$	15,231.69
Q4 2021	\$	53,430.10
Q1 2022	\$	73,903.73
Q2 2022	\$	77,752.30
Q3 2022	\$	86,882.90
Q4 2022	\$	89,572.58
Q1 2023	\$	91,437.60
Q2 2023	\$	96,188.53
Q3 2023	\$	99,380.94
Q4 2023	\$	98,429.54
Q1 2024	\$	100,036.55
Q2 2024	\$	98,782.77
Q3 2024	\$	102,400.42





As a result of the revenue share agreement, PEDC receives revenue from clients serviced with the funded infrastructure located in the cities of Jacksonville and Palestine. The following are quarterly breakdowns of revenue share received by city.

			Q3	2021				
City	Ju	ly	Αι	ıgust	Sept	tember	Locati	on Totals
JACKSONVILLE	\$	161.42	\$	89.98	\$	242.94	\$	494.34
PALESTINE	\$	-	\$	7,449.04	\$	7,120.48	\$	14,569.52

		Q4 2021		
City	October	November	December	Location Totals
JACKSONVILLE	\$ 391.92	\$ -	\$ 519.89	\$ 911.81
PALESTINE	\$ 18,160.22	\$ 16,922.67	\$ 17,436.28	\$ 52,519.17

		Q1 2022		
City	January	February	March	Location Totals
JACKSONVILLE	\$ 1,119.36	\$ 1,571.28	\$ 1,098.20	\$ 3,788.84
PALESTINE	\$ 23,074.41	\$ 21,242.20	\$ 25,398.28	\$ 69,714.89

		Q2 2022		
City	April	May	June	Location Totals
JACKSONVILLE	\$ 1,340.40	\$ 1,225.68	\$ 1,225.18	\$ 3,791.25
PALESTINE	\$ 24,058.96	\$ 24,418.52	\$ 25,483.58	\$ 73,961.05

		Q3 2022		
City	July	August	September	Location Totals
JACKSONVILLE	\$ 1,370.81	\$ 1,324.15	\$ 1,324.15	\$ 4,019.11
PALESTINE	\$ 26,410.62	\$ 28,280.68	\$ 28,172.50	\$ 82,863.80

		Q4 2022		
City	October	November	December	Location Totals
JACKSONVILLE	\$ 1,324.15	\$ 1,324.15	\$ 1,324.15	\$ 3,972.45
PALESTINE	\$ 28,387.26	\$ 28,354.90	\$ 28,857.97	\$ 85,600.13



		Q1 2023		
City	January	February	March	Location Totals
JACKSONVILLE	\$ 1,324.15	\$ 1,361.65	\$ 1,324.15	\$ 4,009.95
PALESTINE	\$ 28,879.02	\$ 29,209.09	\$ 29,339.54	\$ 87,427.65

		Q2 2023		
City	April	May	June	Location Share
JACKSONVILLE	\$ 1,324.15	\$ 1,324.15	\$ 1,324.15	\$ 3,972.45
PALESTINE	\$ 31,921.26	\$ 29,644.57	\$ 30,650.26	\$ 92,216.08

		Q3 2023		
City	July	Aug	Sep	Location Share
JACKSONVILLE	\$ 1,324.15	\$ 1,324.15	\$ 1,324.15	\$ 3,972.45
PALESTINE	\$ 31,705.69	\$ 30,906.12	\$ 32,796.69	\$ 95,408.50

		Q4 2023		
City	October	November	December	Location Share
JACKSONVILLE	\$ 1,255.85	\$ 1,255.85	\$ 1,253.35	\$ 3,765.05
PALESTINE	\$ 31,677.83	\$ 31,282.92	\$ 31,703.74	\$ 94,664.49

		Q1 2024		
City	January	February	March	Location Share
JACKSONVILLE	\$ 1,205.85	\$ 1,205.85	\$ 1,205.85	\$ 3,617.55
PALESTINE	\$ 31,776.19	\$ 32,352.14	\$ 32,290.66	\$ 96,418.99

		Q2 2024		
City	April	May	June	Location Share
JACKSONVILLE	\$ 1,173.38	\$ 1,173.38	\$ 1,173.38	\$ 3,520.13
PALESTINE	\$ 31,552.77	\$ 31,829.76	\$ 31,880.11	\$ 95,262.99

		Q3 2024		
City	July	August	September	Location Share
JACKSONVILLE	\$ 1,173.38	\$ 1,173.38	\$ 1,092.89	\$ 3,439.65
PALESTINE	\$ 32,923.83	\$ 32,613.57	\$ 33,423.37	\$ 98,960.77



Agenda Date: 01/14/2025

To: Palestine Economic Development Corporation From: Lisa Bowman, Economic Development Admin Agenda Item: Review monthly Marketing Analyst Report.

SUMMARY:

Review monthly Marketing Analyst Report.

RECOMMENDED ACTION:

Staff recommends the board review the monthly Marketing Analyst Report.

Attachments

Marketing Report



Marketing Activities - December 2024/January 2025

Mktg Analyst Will James

- Partnered with Multiview to successfully go live with our targeted advertising campaign, driving greater visibility for our initiatives.
- Organized and coordinated the inaugural meeting for the Anderson County Workforce Development Council, scheduled for Thursday, January 16th, to bring key stakeholders together.
- Collaborated with Golden Shovel
 Agency to maximize the use of their
 in-house tools, enabling the
 elimination of an \$8,500 expense for
 an external demographic profile and
 property listing service.
- Teamed up with Viking to produce high-quality video content showcasing Christmas in Palestine.
 The footage is currently in the editing phase, with completion expected in the coming weeks.



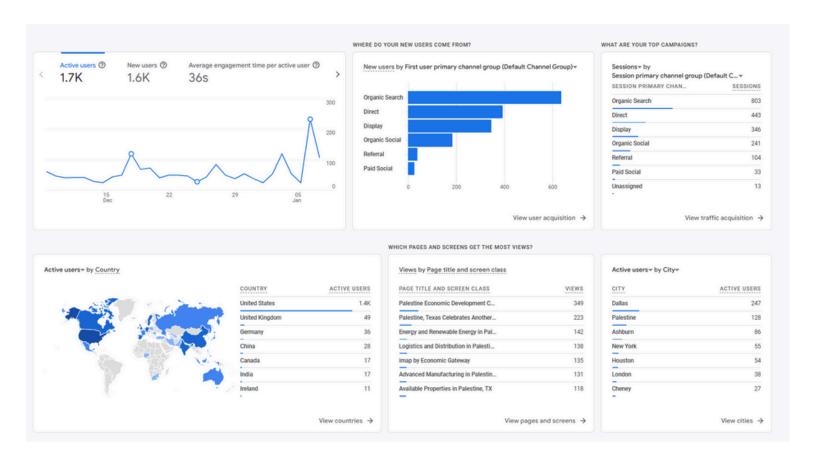




Marketing Activities - December 2024/January 2025

Mktg Analytics

- The website attracted 1,700 unique users over the past 30 days.
- The year-end news article emerged as the second most visited page on the site, following the homepage.
- Dallas led as the top city for user traffic.





Agenda Date: 01/14/2025

To: Palestine Economic Development Corporation From: Lisa Bowman, Economic Development Admin

Agenda Item: Presentations regarding Downtown Grant Applications & Perf. Agreements.

SUMMARY:

Presentations regarding Downtown Grant Applications & Perf. Agreements:

a.) Lilly Duncan

- b.) Seth Blood
- c.) A. Hugh Summers
- d.) Kevin Fuhr for Link Bratton Building, LLC. & Palestine Event Center, LLC.

RECOMMENDED ACTION:

Staff recommends the board accept the presentation regarding Downtown Grant Applications & Perf. Agreements.

Attachments

Duncan Depot - Application

Duncan Depot - Perf. Agreement

Bloodlines - Application 1

Bloodlines - Perf. Agreement 1

Bloodlines - Application 2

Bloodlines - Perf. Agreement 2

H. Grant - Application 1

H. Grant - Perf. Agreement 1

H. Grant - Application 2

H. Grant - Perf. Agreement 2

K. Fuhr - Application 1

K. Fuhr - Perf. Agreement 1

K. Fuhr - Application 2

K. Fuhr - Perf. Agreement 2

APPLICATION TO PALESTINE ECONOMIC DEVELOPMENT CORPORATION DOWNTOWN GRANT PROGRAM

	1.	Applicant/Applicants name(s): Frank &Lilly Duncan
	2.	Type of grant(s) being requested:
		☐ First Time Applicant
		■ Recurring Applicant
	3.	Applicants contact Information.
	a.	Phone 903-724-0402
	b.	Fax
	c.	Email duncanantiques@
	4.	Physical address of property for which grant is being requested. 106 W Main
	5.	Is the property in the Palestine Main Street Overlay District? ■ Yes □ No
		(Properties must be in the Main Street Overlay District to qualify for the PEDC Downtown Grant.)
	6.	Is the property in the Palestine Historic Overlay District? ■ Yes □ No
		(Historic district overlays can be found on the map at https://downtowntx.org/palestine-texas)
	7.	What is the Zoning for the property? \blacksquare CBD \square MUN \square RC \square I
		(Zoning information can be found at cityofpalestinetx.com)
	8.	Is the property in the National Register's Palestine New Town Commercial Historic District?
		(Historic District information can be found at https://atlas.thc.texas.gov/NR/pdfs/100007058/100007058.pdf)
	9.	Is it a Contributing property? ☐ Yes ☐ No (Map on page 86^)
	10.	Is the property individually listed on the National Register of Historic Places? ■ Yes □ No
	11.	Is the property a designated Palestine Historical Landmark? ■ Yes □ No
	12.	Does this project contribute to the Rehabilitation or Stabilization of a Vacant or Blighted Building?
		□ Yes ■ No
	13.	Current occupancy type Retail Occupancy type upon project completion Retail
	14.	Please provide the total square footage of the property: 10000 sq ft
	15.	Is this a mixed-use (commercial & residential) property?
		☐ Yes ☐ No
fs	o, ple	ease provide a breakdown of the square footage of the property based on current use:
Coi	nme	rcial: 10,000 sq ft
Res		tial: O sq ft
	16.	No. of Stories: 2
	17.	Business name, if applicable Duncan Depot Antiques
	18.	Mailing address 1611 E US Hwy 84 palestine tx 75801

19. This business is a
■ Sole proprietorship
□ Partnership
□ Corporation
□ Other
Please provide applicable business documentation such as DBA, Partnership Agreement, Corporate Cha
etc
20. Please provide a brief description of business activity. Retail sale of antique and vintage items
21. Is this property owned or leased by Applicant?
■ Owned, please provide proof of ownership.
☐ Leased, please provide a copy of the lease agreement.
Name of Lessor
Address of Lessor
Lessor Contact: phone email
22. Date business established in Palestine, TX, if applicable
23. Number of employees, if applicable Number of new employees, if applicable
24. Please provide a description of the proposed project:
New led lighting upstairs and downstairs
Restore all old wood and reglaze windows
Paint exterior after repairs
Rebuild awning
J

25. Proposed scope of work (Check all that apply):

Façade/Exterior	r Walls:				
TOT	AL/MAJOR RESTORATION or PARTIAL RESTORATION OR MAINTENANCE				
Including:	☐ Slipcover Removal ☐ Door(s) ☐ Window(s) ☐ Brick/Mortar ☐ Awning				
	☐ Weatherproofing/Sealing ☐ Power Wash/Cleaning ☐ Trim Paint ☐ Wall Paint* ☐ Other Exterior paint and light replacement				
Critical Buildin	g Components:				
□ REP	LACEMENT OR MAJOR REPAIR or MINOR REPAIR OR MAINTENANCE				
Including:	☐ Foundation ☐ Exterior Wall System ☐ Roof				
•	☐ Plumbing ☐ Gas System ☐ Electrical ☐ Air Conditioning/Heat ☐ Other				
Other Building					
J	VINSTALLATION or □ MAJOR REPAIR OR REPLACEMENT				
Including:	■ Awning/Canopy (no signage) □ Grease Trap □ Dumpster Enclosure				
O	☐ Fire Protection/Suppression ☐ Elevator/Lift (for any use) ☐ Ramp/Stairs				
	☐ Interior Painting				
	□ Other				
Business/Proper					
□ NEW	V SIGN/SIGNAGE PACKAGE or □ RESTORATION OF A HISTORIC SIGN				
Texas Accessibi	ility Standards (TAS) Upgrades:				
☐ Removal	of Architectural Barriers to provide accessible routes throughout buildings and facilities by replacement or				
modification	to items such as doors, doorways, gates, ramps, curb ramps, elevators, platform lifts, etc.				
☐ Provision	of Communication and Signage that conveys information or instructions that is accessible and usable by				
people with	people with disabilities, especially those with visual or hearing impairments. Examples include fire alarm systems with				
specified vis	sual and tonal signals, signs with Braille and raised letters, assistive listening systems, etc.				
☐ Renovati	☐ Renovation of Facilities and Amenities to include elements and features that provide services or convenience to users				
or visitors w	or visitors with disabilities, especially those with mobility or dexterity impairments. Examples include kitchens,				
kitchenettes	kitchenettes, sinks, toilet facilities, bathing facilities, washing machines, clothes dryers, drinking fountains, dining				
surfaces, wo	surfaces, work surfaces, storage, etc.				
☐ Technolo	☐ Technology and Digital Accessibility Upgrades to elements and features of buildings and facilities that involve the				
use of electr	ronic devices or systems to access information or services. Examples of technology and digital accessibility				
include fire	alarm systems, telephones, assistive listening systems, automatic teller machines (ATMs), fare machines,				
two-way con	mmunication systems, etc.				
Other Mo	odifications to the design, installation, and operation of elements and features to be accessible and usable by				
people with	disabilities, especially those with specific or unique needs or preferences, such as a clear floor or ground				
snace, reach	space, reach ranges, operable parts, seats, etc.				

26.	Amount of grant funds requested $\frac{26,307.31}{19},730.48$
	(Total possible funding per grant application is \$75,000 maximum)
27.	Total projected cost of project <u>Ab</u> , 307.31
	Estimated start date of project
29.	Estimated completion date of project
30.	Please provide competitive cost estimates (bids) for each different scope of work from a minimum of two (2)
	licensed and bonded contractors or suppliers. Detailed cost estimates, including material types, paint color samples
	and finishes are required. If two cost estimates are unable to be obtained, a written declination to bid by a licensed
	and bonded contractor may be considered as a substitute for one of the required estimates.
31.	Please provide any additional information which would further help describe this project, including paint color and
	chips, photographs, rendering of design, specifications, and other material to describe your project
32.	Please attach photos of existing conditions.
33.	Please provide any additional information you believe to be important concerning this grant application.
34.	I (we) the undersigned do hereby acknowledge, certify, and agree:
A.	Prior to the submission of this application, a copy of the Palestine Economic Development Corporation Downtown
	Grant Program Guidelines has been obtained, reviewed, and clearly understood and is incorporated as part of the
	Application.
B.	The submission of this Application does not create any property, contract or other legal rights in any person or entity
	that obligates the PEDC to provide grant funding.
C.	Applicant certifies that it, the company, its branches, divisions, and departments do not and will not knowingly
	employ an "undocumented worker" as that term is defined by the Program Guidelines. Applicant will repay the total
	amount of the grant amounts received with interest if the company is convicted of a violation under 8 U.S.C. Section
	1324a. Repayment will be due no later than the 120th day after the date PEDC notifies the Applicant of the violation
	or as otherwise provided in the Grant Agreement.
D.	Improvements will not commence prior to having received written approval for a grant from PEDC, execution of a
	Grant Agreement and approval of the City of Palestine City Council if necessary. The PEDC Board has the authority
	to consider grants in amounts of less than \$10,000 without requiring final approval from the City of Palestine City
	Council.
E.	Applicant(s) do not currently have outstanding or otherwise delinquent financial obligations to PEDC or the City of
	Palestine such as liens, court fines, city utility bills, sales tax, or property taxes. Further, applicant is not currently a
	party to a pending or active lawsuit against PEDC or the City of Palestine.
F.	Applicant(s) must obtain all applicable permits related to the improvement project prior to commencement.
G.	Applicant(s) certify that all attached estimates have been obtained from independent, qualified contractors, who are
	in no way affiliated or related to the applicant or competing bidder.
	This Application and all statements therein are true and correct, and it is executed under penalties of perjury.
Signed t	this the 4 day of Necember, 2027 n Hilly Duncey Applicant
Applica	n Tilly DUNCEN Applicant

[TO BE COMPLETED BY DEVELOPMENT SERVICES]

Based on the project information provided with this application and the research documented above, at a minimum the

project v	will require the following from Development Services:			
	No further municipal approvals			
NA	Pre-Development Meeting - Recommended	Date Scheduled		
~	Certificate of Appropriateness from HLC	Date Received		
NA	Historic Landmark Commission (HLC) Hearing	Date Scheduled		
NA	Sign Permit Application			
NA	Main Street Advisory Board Review	Date Scheduled		
NA	Specific Use Permit Application			
NIA	Zoning Change Application			
NIA	Planning & Zoning Commission Hearing	Date Scheduled		
NA	City Council Meeting to Approve Specific Use Permit	Date Scheduled		
NIA	Procedure for Commercial New Construction and Additions w	rith Building Permit		
	(Refer to checklist from Development Services for complete li	* **		
	Procedure for Commercial Remodels and Repairs with Buildin	ng Permit remodel/electrical		
- /	(Refer to checklist from Development Services for complete list of documents required)			
	Multi-Trade Subcontractor Permit Application (electrical, plumbing, mechanical)			
MA	Water and Sewer Tap Application			
NA	Health Department Plan Review and Inspection			
	Fire Inspection			
	Public Works & Utilities Inspection	19		
	Building Inspection Contracter to call fer in	speck ons		
NA	Clean and Show Application			
NA	Certificate of Occupancy Application			
Approva	al of HPO or Laterim Director of Development Services:	7.5		
Wu	Date:	16/2025		
		i i		
1-//	of Mainstreet District Coordinator:			
Approval of Mainstreet District Coordinator: Date: 1/6/2025				
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Note: Any changes to the project scope after the date indicated above will require review by the HPO or Director of Development Services!

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RELEASE OF LIENS

STATE OF TEXAS

COUNTY OF ANDERSON

KNOW ALL MEN BY THESE PRESENTS THAT:

The undersigned Kelly Ray Carroll and Susan Jean Carroll ("Lender" is the present legal and equitable owner and holder of that certain promissory note (the "Note") dated May 3, 2000, in the original principal amount of \$42,000.00 executed by Frank J. Duncan and Lilly Duncan as maker and payable to the order of Lender, such Note being secured by the lien of that certain Deed of Trust (herein so called) of even date therewith recorded in Volume 1624, Page 325 of the Deed of Trust Records of Anderson County, State of Texas, such Deed of Trust being an encumbrance against that certain tract of real property (the "Property") located in Anderson County, and being more fully described on "Exhibit A" attached hereto and made a part hereof for all purposes.

In consideration of the payment of the Note in full and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender hereby RELEASES AND DISCHARGES the Property from any and all liens of whatsoever nature held by it as security for the Note, including, but not limited to, the lien of the Deed of Trust.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 9^{th} day of May, 2003.

LENDER: KELLY RAY CARROLL AND

SUSAN JEAN CARROLL

By: Lelly Re Carroll

By: Swan Ida Carroll

STATE OF TEXAS
COUNTY OF Andrew

This instrument was acknowledged before me on May 13, 20 03, by Kelly Ray Carell and Susenfien Carell

Notary Public

My Commission Expires:

duncan Txrel2.doc PAIRICIA ANN PAITON
Notary Public, State of Texas
My Commission Expires
May 24, 2006

RETURN TO
HIBERNIA NATL BANK
P. O. BOX 351
ALEXANDRIA, LA 71309-0351
ATTN:
HOUSE

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EXHIBIT "A"

Property description:

Being all those certain lots, tracts or parcels of land, being Lots 2 and 3, Block 162 of the Texas Land Company Addition to the City of Palestine, Anderson County, Texas, (previously known as the Railroad Addition), according to the map or plat of record in Volume P, page 541 of the Deed Records of Anderson County, Texas, to which map or plat and the record thereof reference in here made for all purposes.

Filed for Record on 05/27/2003 @ 11:01am TS LENA SMITH, County Clerk Anderson County TX

Mark Henderson Electric, Inc. 4334 Hwy. 19 South Palestine, Texas 75801 TECL# 17621 Phone: (903) 729-5655

Fax: (903) 727-0391

Wednesday December 4, 2024

Duncan Depot

Attention: Frank Duncan

Ref: Light Repair/Replacement - Revised

Frank,

As per our walk though and discussion, we propose to furnish and install LED line drive lamps upstairs and downstairs.

Price includes changing tandem 4' lamp LED fixtures to true 8' fixtures.

Price includes correcting wiring to 8' fixture by restroom on West Oak Street side.

Price also includes adding 1- additional fixture upstairs.

LED lamps will be 4k rated.

Estimated material and labor

\$ 3,785.35

Price includes tax.

Price good for 14 days.

Respectfully submitted,

Mark Henderson

Regulated by the Texas Ochi. of Licensing and Regulation, P.O. Box 12157 Austin, Texas 78711, 1-

800-903-9202; Website: www.tdir.texas.gov



Warren Service Co. - Electrical

Frank Duncan
Duncan Depot Antiques
105 W Main St
Palestine, TX 75801

(903) 948-8438

Duncanantiques@gmail.com

ESTIMATE	#1671
ESTIMATE DATE	Nov 25, 2024
SERVICE DATE	May 10, 2024
TOTAL	\$21,485.73

CONTACT US

924 N Perry St Palestine, TX 75801

(903) 729-4638

office@thewarrenway.com

Service completed by: Amado Nunez, Raymond Alcorta

ESTIMATE

Services	qty	unit price	amount
	1.0	\$0.00	\$0.00
This quote is for retroing all ling fixtures, replacing some old light fixtures, as	nd adding a new light	fixture.	
Commercial Services - Commercial Job - (Up to 8 Hours)	10.0	\$1,550.00	\$15,500.00

Services subtotal: \$15.500.00

		Tax (Sales Tax	8.25%)	\$1,637.48
		Subtotal		\$19,848.25
		N	/laterials subto	otal: \$4,348.25
Material		1.0	\$4,348.25	\$4,348.2
Materials		qty	unit price	amoun

Thank you for your business!

Chosen

From: Chase Lomax

lomaxcustompainting@gmail.com

Subject: [Lomax Custom Painting] Painting Estimate

Template signed

Date: Jun 4, 2024 at 4:29:35 PM

To: duncanantiques@gmail.com



Document signed successfully

Hi Lilly,

This is to confirm that we have duly received your signature on the below Document. Please find attached a copy of the same for reference. We look forward to serving you

Regards,

Chase Lomax

Lomax Custom Painting





Lomax C... 🔨 🗸



Company Information

Name: Lomax Custom Painting Phone: (903) 379-5032 Email: lomaxoustomosistes@omai.com

For: Lifty Duncan Phone: (903) 724-0402 Email: duncamentiques@gmail.com

6	Description	Labor/Naterials	Total	
2.	Eathnate to dwaru, and rebuild exhing on from of building, from not disching, shingling, new fleahing, new flexic board, and new ceiling material, estimated for using (1-11 style skiling for ceiling lost not figure on replacing any relating, line due to envice can be done at addition charge.	Labus and Materials.	39.371.96	
P.	Repair rotten wood on store fronts where need be. Main damage is around windows on second floor and bottom of store front on West Main St.	Labor and Maserials.	81650.00	
3.	Sand or scrape old paint to make surface like new before paint. Repaint Irres and back stem fronts in existing color scheme using Shervén Williams Emereld Exterior Azzylic atrex paint in Flat III Sastn sheen.	Lebor and Materials.	\$11,500.00	

Grand Total:\$22,521.98











Exterior & Interior Mouse Painting & Finishes

101 East Kolstad • Palestine, Texas 75801

Professional Painting Services

Insured and Bonded

05/20/2024

Tax ID-#270795948

Cell - (903)-948-9101

Estimate cost for Mr. and Mrs. Frank Duncan

Duncan Depot Antique

105 W Spring St. Palestine, Tx 75801

Scrap loose paint off windows and doors (ID)

Replace damaged wood to windows and trim bottom of building

Reglaze bad window glazing

Repaint windows and columns and trim "same color"

Two full coats pf Duration paint from Sherwin Williams

Price for labor and materials \$32,000







Exterior & Interior Mouse Painting & Finishes

101 East Kolstad • Palestine, Texas 75801

Professional Painting Services

Insured and Bonded

05/20/2022

Tax ID-#270795948

Cell - (903)-948-9101

Estimate cost for Mr. and Mrs. Frank Duncan

Duncan Depot Antique

105 W Spring St. Palestine, Tx 75801

Front roof repair

Take down old roof and deck with 4 x 8 x 3/2 plywood

Replace flat roof with roll roof then seal with white silicone

Replace facial boards and frame and repaint

Price for labor and materials \$16,000



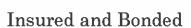




Exterior & Interior Mouse Painting & Finishes

101 East Kolstad • Palestine, Texas 75801

Professional Painting Services



05/20/2024

Tax ID-#270795948

Cell - (903)-948-9101

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Insured and Bonded

05/20/2022

Tax ID-#270795948

Cell - (903)-948-9101

Estimate cost for Mr. and Mrs. Frank Duncan

Duncan Depot Antique

105 W Spring St. Palestine, Tx 75801

Front roof repair

Take down old roof and deck with 4 x 8 x 3/2 plywood

Replace flat roof with roll roof then seal with white silicone

Replace facial boards and frame and repaint

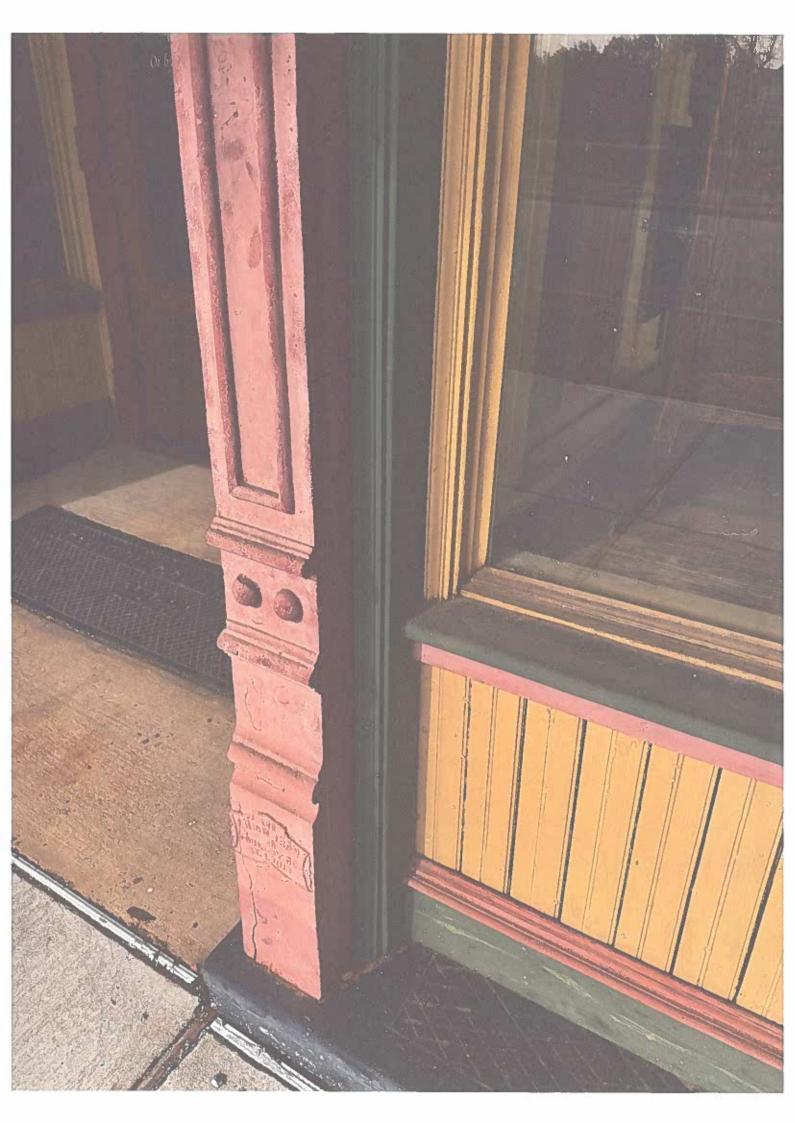
Price for labor and materials \$16,000

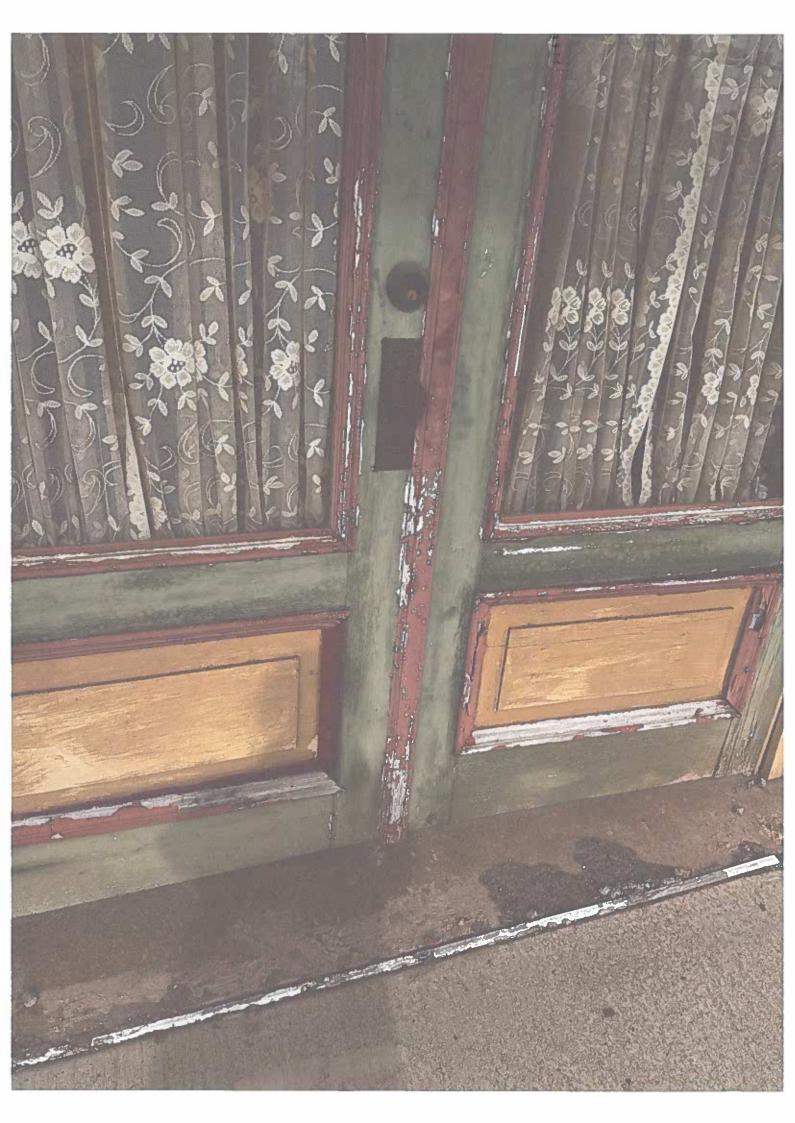












DOWNTOWN GRANT PERFORMANCE AGREEMENT

This Downtown Grant Performance Agreement ("GRANT AGREEMENT") is executed by and between the Palestine Economic Development Corporation, a Texas Section 4B Economic Development Corporation ("PEDC"), whose address is 100 Willow Creek Pkwy. Suite A, Palestine, Texas 75801, and Lilly Duncan ("APPLICANT"), whose current address is 1611 E US HWY 84, Palestine, Texas 75801.

RECITALS

WHEREAS, the PEDC is an Economic Development Corporation, organized under the Texas Development Corporation Act of 1979, Article 5190.6, Section 4B of Vernon's Texas Civil Statutes, now Section 501 et seq. of the Texas Local Government Code (the Act), and authorized by the City of Palestine, Texas (City);

WHEREAS, the PEDC has adopted, and the City approved, a Downtown Grant Program ("GRANT PROGRAM");

WHEREAS, the APPLICANT submitted its Application dated December 4, 2024 for a Downtown Grant ("APPLICATION"); and

WHEREAS, the APPLICANT plans to make real property capital investments of Twenty-Six Thousand Three Hundred Seven Dollars and Thirty-One Cents (\$26.307.31) for the purpose of installing new LED lighting, restoring wooden frames and reglazing windows, exterior painting, and rebuilding an awning at the business property of Duncan Depot Antiques, that being 106 W Main St, Palestine, TX 75801 ("PROJECT"). PEDC has found that the proposed improvements of APPLICANT'S property will encourage economic development in the City and will add to the ad valorem tax rolls of the City and other local taxing entities, and the PEDC and City have approved a cash performance grant to APPLICANT that matches funds expended by APPLICANT not to exceed a grant of Nineteen Thousand Seven Hundred Thirty Dollars and Forty-Eight Cents (\$19,730.48) ("GRANT").

NOW, THEREFORE, in consideration of mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. APPLICANT'S OBLIGATIONS

- 1.1. The GRANT PROGRAM, APPLICATION, and APPLICATION GRANT APPROVAL are incorporated herein by reference as if specifically set forth herein.
- 1.2. APPLICANT accepts such grant subject to PEDC and City approval.

- 1.3. APPLICANT recognizes that, pursuant to the terms and provisions of Texas law, this GRANT AGREEMENT will not be valid and binding on PEDC until it is approved by the City Council of the City of Palestine, Texas.
- 1.4. APPLICANT will secure completion of the improvements in compliance within its APPLICATION, the GRANT APPLICATION APPROVAL, and the GRANT PROGRAM before October 27, 2025.
- 1.5. APPLICANT will obtain all permits required by the CITY or otherwise required by other government authorities for the improvement project.
- 1.6. PEDC, by its designated representative, shall have the right to inspect during the construction of the improvements and, following APPLICANT'S notice of completion, to evaluate APPLICANT'S compliance with the APPLICATION, the GRANT APPLICATION APPROVAL, and the GRANT PROGRAM.

2. FUNDING

- 2.1. APPLICANT will be provided with 50% of the total grant award upon execution of this GRANT AGREEMENT.
- 2.2. APPLICANT shall provide PEDC with written notification of project completion by certified mail, return receipt requested, stating that all improvements have been completed in accordance with the APPLICATION and GRANT APPLICATION APPROVAL and GRANT PROGRAM, and that full payments have been made for all labor and materials with attached payment receipts for materials and labor, required permits, inspection reports, and project photographs.
- 2.3. Upon PEDC'S receipt of APPLICANT'S notification of completion, an on-site inspection may be made by a representative or representatives of PEDC. Such inspection shall not be considered in any way as a reflection of PEDC'S approval on the quality, safety, or reliability of the improvements, such being the sole responsibility of APPLICANT.
- 2.4. Following on-site inspection, PEDC will review the findings and may request additional information if needed and then either notify the APPLICANT of compliance or identify items of non-compliance. APPLICANT shall correct the items of non-compliance within thirty (30) days of notice thereof or this GRANT AGREEMENT shall be immediately cancelled and the APPLICANT shall immediately refund of all grant monies received to date, if any.
- 2.5. Upon the PEDC board of directors making a finding of completion of the project, as per the terms of the APPLICATION, the GRANT APPLICATION APPROVAL and the GRANT AGREEMENT, payment of the remaining 50% of the total grant award will be made.

3. REPRESENTATION AND WARRANTIES

APPLICANT represents and warrants to PEDC that:

- 3.1. APPLICANT has the power and authority, corporate or otherwise, to conduct its business and to perform all of its obligations under this GRANT AGREEMENT.
- 3.2. APPLICANT'S execution, delivery, and performance of this GRANT AGREEMENT has been duly authorized by all necessary action, corporate or otherwise, and does not and will not violate any provision of any existing law, rule, regulation, contract, or lien by which APPLICANT or its property or assets is bound or affected.
- 3.3. To the best of APPLICANT'S knowledge neither it, nor any division, branch, subsidiary, or related agency of the APPLICANT, is a party to any administrative or legal proceeding that is active or threatened against the APPLICANT or APPLICANT'S officers which may result in any material adverse change in APPLICANT'S business operations or assets which may be the subject of this GRANT AGREEMENT.
- 3.4. APPLICANT represents and warrants that they are not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Government Code.
- 3.5. Information, documentation, and other material in connection with the GRANT AGREEMENT may be subject to public disclosure pursuant to Chapter 552 of the Government Code (the "Public Information Act"). To the extent, if any, that any provision of the Agreement is in conflict with the Public Information Act, such provision shall be void and have no force or effect.

In accordance with Section 2252.907 of the Government Code, APPLICANT is required to make any information created or exchanged with the PEDC pursuant to the GRANT AGREEMENT, regardless of contrary provisions contained herein, and not otherwise excepted from disclosure under the Public Information Act, available in a format that is accessible by the public at no additional charge to the PEDC.

- 3.6. *No Indemnification by the PEDC.* APPLICANT and the PEDC expressly acknowledge that the PEDC'S authority to indemnify and hold harmless any third party is governed by Article XI, Section 7, of the Texas Constitution and any provision that purports to require indemnification by the PEDC is invalid. Nothing in this GRANT AGREEMENT requires that the PEDC incur debt, assess or collect funds, or create a sinking fund.
- 3.7. APPLICANT is aware of the limitations imposed on this GRANT and the use of funds by law and acknowledges that the funds herein granted shall be utilized solely for purposes authorized under law and by the terms of this GRANT AGREEMENT. In the event that an audit determines that the financial incentives granted under this GRANT AGREEMENT were not used for proper purposes, APPLICANT agrees to reimburse PEDC for the sums of money spent for purposes not authorized by law or this GRANT AGREEMENT, with interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any

other New York money center bank selected by the City) as its prime or base commercial lending rate. The payment of interest shall be from the date that the money was spent for purposes not authorized by law or this GRANT AGREEMENT.

- 3.8. APPLICANT does not and will not knowingly employ an undocumented worker, as that term is defined by Tex. Gov't. Code Sec. 2264.001, directly or indirectly through a contractor or subcontractor. If, after receiving the funds herein granted, APPLICANT is convicted of a violation under 8 U.S.C. § 1324a(t), APPLICANT shall repay the amount of the grant paid by PEDC to APPLICANT with interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the City) as its prime or base commercial lending rate. The payment of interest shall be, no later than 120 days after the date that APPLICANT receives notification of such a violation.
- 3.9. APPLICANT shall fully comply with all local, state and federal laws applicable or otherwise implicated by APPLICANT'S receipt of funds under this GRANT PROGRAM, which includes but is not limited to APPLICANT'S compliance with Title VII, Civil Rights Act of 1964, as amended, the Texas Labor Code, the Drug Free Workplace Act of 1988, and the Americans with Disabilities Act, as well as APPLICANT'S refraining from discrimination of persons based on race, color, religion, sex (including pregnancy, childbirth, and related medical conditions; sexual orientation), national origin, disability, age, citizenship status, genetic information, political affiliation or participation in civil rights activities. Furthermore, while the City of Palestine fully supports the exercise of freedom of speech, the City of Palestine will not financially support or fund projects that incorporate or promote ideas of hate or which are intended to vilify, humiliate, or incite hatred against a group or a class of persons on the basis of race, religion, skin color, sexual identity, gender identity, ethnicity, disability or national origin.
- 3.10. APPLICANT will use all commercially reasonable efforts to continue operations in Palestine, Anderson County, Texas.
- 3.11. APPLICANT shall timely pay all ad valorem taxes due and owed by it to the CITY and all other taxing authorities having jurisdiction over the APPLICANT'S property. APPLICANT shall also timely pay any and all water and sewer bills owed to the CITY. In addition, APPLICANT shall timely pay all employment, income, franchise, and other taxes owed by it to all local, state, and federal government entities.
- 3.12. APPLICANT shall properly notify the Anderson County Appraisal District of all capital improvements, personal property, and equipment and shall list the City of Palestine as the taxable situs of all capital improvements, personal property, and equipment located on the property.
- 3.13. If APPLICANT'S operations, past or present, cause the CITY or PEDC to be fined by any governmental entity, this AGREEMENT shall terminate immediately and the PEDC will have no further obligations under this GRANT AGREEMENT and APPLICANT shall immediately repay the CITY or PEDC for such fines, penalties, and expenses within thirty (30) days.

3.14. If the business property, that being 106 W Main St., Palestine, Texas 75801, is sold, conveyed, or utilized for a purpose not originally intended by the GRANT APPLICATION within one year of grant funding being awarded to APPLICANT, APPLICANT shall be required to reimburse the PEDC immediately for the full amount of the grant.

4. REMEDIES

- 4.1. Upon default, the non-defaulting party shall have the right to seek any remedy available in law or equity including, termination of this GRANT AGREEMENT, recovery of GRANT funds, and pre-judgment and post-judgment interest at the rate provided by law or as otherwise provided by this GRANT AGREEMENT (whichever is greater).
- 4.2 **Attorney's Fees.** Except as otherwise expressly provided herein, each party shall bear its own costs and attorney's fees in connection with this Agreement, including any dispute relating thereto.

5. MISCELLANEOUS PROVISIONS

- 5.1. All representations, warranties, covenants, and agreements, as well as rights and benefits for the parties to this GRANT AGREEMENT shall survive the payment of grant funds to APPLICANT.
- 5.2. This GRANT AGREEMENT may not be assigned by APPLICANT without the prior written consent of PEDC. No such assignment shall relieve APPLICANT of any of its obligations under this GRANT AGREEMENT.
- 5.3. The GRANT AGREEMENT may not be amended, modified, altered, or changed unless in writing, signed by both parties to this GRANT AGREEMENT and approved by the City of Palestine.
- 5.4. APPLICANT SHALL INDEMNIFY AND HOLD THE PEDC, ITS EMPLOYEES, AND ITS AGENTS HARMLESS FOR ANY DAMAGES, BOTH PERSONAL AND PROPERTY, WHICH MAY RESULT DIRECTLY OR INDIRECTLY FROM ANY INCIDENT ASSOCIATED WITH PROJECT BOTH DURING AND AFTER CONSTRUCTION, AND THAT PEDC, ITS EMPLOYEES, AND ITS AGENTS SHALL NOT BE LIABLE FOR ANY DEBTS INCURRED IN ASSOCIATION WITH THE EXECUTION AND COMPLETION OF THE SUBJECT PROJECT OF THIS APPLICATION.

PEDC, ITS EMPLOYEES, AND ITS AGENTS, DO NOT ATTEST TO THE QUALITY, SAFETY, OR CONSTRUCTION OF A PROJECT ELIGIBLE FOR, OR RECEIVING GRANT FUNDING. THEREFORE, PEDC, ITS EMPLOYEES AND AGENTS SHALL BE HELD HARMLESS BY THE APPLICANT FOR ANY PROJECT WHOSE APPLICATION HAS BEEN APPROVED OR HAS RECEIVED ACTUAL GRANT FUNDING.

- 5.5. **Severability.** In the event of any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporations, or circumstance, shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity, or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the application, validity, or constitutionality of the remaining parts of this Agreement shall not be affected thereby.
- 5.6. This GRANT AGREEMENT shall be binding upon an inure to the benefit of the parties and their respective heirs, administrators, and assigns.
- 5.7. No failure or delay on the part of the PEDC in exercising any right, power, or exercise hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No notice to or demand on APPLICANT in any case shall entitle APPLICANT to any other or further notice or demand in similar or other circumstances.
- 5.8. All notices, consents, requests, demands, and other communication hereunder shall be in writing and shall be deemed to have been duly given to the party hereto if mailed by certified mail, prepaid, to the APPLICANT'S address shown above as first written.
- 5.9. Time is of the essence of this agreement.
- 5.10. Neither party will be liable for delays or failure in its performance hereunder to the extent that such delay or failure is caused by acts of God, war, terrorism, or threats of terrorism, natural disaster, strike, lockout, labor dispute, work stoppage, fire, third-party criminal act, quarantine restriction, epidemic, pandemic, act of government, or other events outside of the reasonable control of a party (a "Force Majeure Event"); provided that the delayed party took reasonable precaution to prevent the impact of the Force Majeure Event.
- 5.11. This GRANT AGREEMENT shall be deemed a contract made under the laws of the State of Texas and for all purposes shall be construed in accordance with the Laws of said State. The venue shall be in Anderson County, Texas.
- 5.12. The providing of this GRANT AGREEMENT by PEDC to APPLICANT by any means of delivery constitutes an offer by PEDC to APPLICANT to accept this GRANT AGREEMENT on the terms and conditions contained therein, subject to approval by the City of Palestine City Council. If APPLICANT has not accepted the offer by ninety (90) days from the date approved by the City Council of the City of Palestine, Texas, the offer will lapse, and the offer and this GRANT AGREEMENT shall become null and void.

6. TERM

6.1. This GRANT AGREEMENT shall be effective on the date of the last signature below. The GRANT AGREEMENT shall terminate one year from the date that the PEDC board of directors

makes a finding of completion of the project pursuant to Section 2.5 of this GRANT AGREEMENT or earlier as otherwise terminated according to the provisions of this GRANT AGREEMENT.

AGREED and **SIGNED** to be effective as of the Effective Date.

For the Applicant(s): Duncan Depot Antiques		
By	Date	
For the PEDC: Palestine Economic Devel	opment Corporation	
By		
APPROVED: City of Palestine, Texas		
By Mitchell Jordan Mayor	Date	

APPLICATION TO PALESTINE ECONOMIC DEVELOPMENT CORPORATION DOWNTOWN GRANT PROGRAM

Seth Bloom Applicant/Applicants name(s): 1. Type of grant(s) being requested: 2. First Time Applicant ☐ Recurring Applicant Applicants contact Information. Phone 903-574-4170 b. Email c. Physical address of property for which grant is being requested. Is the property in the Palestine Main Street Overlay District? 📈 Yes 🗆 No (Properties must be in the Main Street Overlay District to qualify for the PEDC Downtown Grant.) Is the property in the Palestine Historic Overlay District? Yes No (Historic district overlays can be found on the map at https://downtowntx.org/palestine-texas) 7. What is the Zoning for the property? **⊠**CBD □ MUN□ RC (Zoning information can be found at cityofpalestinetx.com) 8. Is the property in the National Register's Palestine New Town Commercial Historic District? (Historic District information can be found at https://atlas.thc.texas.gov/NR/pdfs/100007058/100007058.pdf) Yes \(\text{No} \((Map \) on page 86^\) Is it a Contributing property? 10. Is the property individually listed on the National Register of Historic Places? 11. Is the property a designated Palestine Historical Landmark? 12. Does this project contribute to the Rehabilitation or Stabilization of a Vacant or Blighted Building? Yes No Occupancy type upon project completion ________ 13. Current occupancy type_____ 14. Please provide the total square footage of the property: / 600 15. Is this a mixed-use (commercial & residential) property? Yes No If so, please provide a breakdown of the square footage of the property based on current use: Commercial: 1000 sq ft Residential: _____ sq ft 16. No. of Stories: 17. Business name, if applicable **18.** Mailing address

19. This business is a
Sole proprietorship
□ Partnership
□ Corporation
□ Other
Please provide applicable business documentation such as DBA, Partnership Agreement, Corporate Charter
etc
20. Please provide a brief description of business activity.
Mark thing room
21. Is this property owned or leased by Applicant?
Owned, please provide proof of ownership.
☐ Leased, please provide a copy of the lease agreement.
Name of Lessor
Address of Lessor
Lessor Contact: phone email
22. Date business established in Palestine, TX, if applicable
23. Number of employees, if applicable Number of new employees, if applicable
24. Please provide a description of the proposed project:

25. Proposed scope of work (Check all that apply):

Façade/Exter	erior Walls:			
	TOTAL/MAJOR RESTORATION or PART	ΓΙΑL RESTO	RATION OR MAIN	TENANCE
Including:	☐ Slipcover Removal ☐ Door(s) ☐ Wind	ow(s)	Brick/Mortar 🗆 Aw	ning
	☐ Weatherproofing/Sealing ☐ Power Wash/C	leaning	☐ Trim Paint	☐ Wall Paint*
	☐ Other			
Critical Build	lding Components:			
₽ RE	REPLACEMENT OR MAJOR REPAIR or MINO	OR REPAIR	OR MAINTENANCI	E
Including:	☐ Foundation ☐ Exterior Wall System 反 Roof			
	☐ Plumbing ☐ Gas System ☐ Electrical	☐ Air Cond	itioning/Heat	
	Other			
Other Buildin	ling Components:			
□ NE	NEW INSTALLATION or \square MAJOR REPAIR OR F	REPLACEMI	ENT	
Including:	☐ Awning/Canopy (no signage) ☐ Grease Trap	☐ Dumpster	· Enclosure	
	☐ Fire Protection/Suppression ☐ Elevator/Lift (for any use)	☐ Ramp/Stairs	
	☐ Interior Painting ☐ Parking Lot/Di	riveway		
	☐ Other			
Business/Prop	operty Signage:			
□NE	NEW SIGN/SIGNAGE PACKAGE or □ RESTORATION	ON OF A HIS	STORIC SIGN	
Texas Accessi	sibility Standards (TAS) Upgrades:			
□ Remov	oval of Architectural Barriers to provide accessible routes th	nroughout bu	ildings and facilities b	y replacement or
modificati	ation to items such as doors, doorways, gates, ramps, curb r	amps, elevate	ors, platform lifts, etc.	•
☐ Provisi	sion of Communication and Signage that conveys informat	ion or instruc	tions that is accessible	e and usable by
people wit	vith disabilities, especially those with visual or hearing imp	airments. Ex	amples include fire als	arm systems with
specified v	d visual and tonal signals, signs with Braille and raised lette	ers, assistive	listening systems, etc.	•
□ Renova	vation of Facilities and Amenities to include elements and t	features that p	provide services or co	nvenience to users
	rs with disabilities, especially those with mobility or dexter			
	ettes, sinks, toilet facilities, bathing facilities, washing mach		_	
	, work surfaces, storage, etc.			
☐ Techno	nology and Digital Accessibility Upgrades to elements and	features of b	uildings and facilities	that involve the
	ectronic devices or systems to access information or service		_	
	fire alarm systems, telephones, assistive listening systems,			-
	communication systems, etc.			,
•	Modifications to the design, installation, and operation of	elements and	features to be accessi	ble and usable by
	vith disabilities, especially those with specific or unique nec			_
	each ranges, operable parts, seats, etc.	4		5

40.	Amount of grant funds requested
	(Total possible funding per grant application is \$75,000 maximum)
27.	Total projected cost of project 36.250
28.	Estimated start date of project,
29.	Estimated completion date of project March - April 2015

2710750

- 30. Please provide competitive cost estimates (bids) for each different scope of work from a minimum of two (2) licensed and bonded contractors or suppliers. Detailed cost estimates, including material types, paint color samples and finishes are required. If two cost estimates are unable to be obtained, a written declination to bid by a licensed and bonded contractor may be considered as a substitute for one of the required estimates.
- 31. Please provide any additional information which would further help describe this project, including paint color and chips, photographs, rendering of design, specifications, and other material to describe your project
- 32. Please attach photos of existing conditions.
- 33. Please provide any additional information you believe to be important concerning this grant application.
- 34. I (we) the undersigned do hereby acknowledge, certify, and agree:
- A. Prior to the submission of this application, a copy of the Palestine Economic Development Corporation Downtown Grant Program Guidelines has been obtained, reviewed, and clearly understood and is incorporated as part of the Application.
- B. The submission of this Application does not create any property, contract or other legal rights in any person or entity that obligates the PEDC to provide grant funding.
- C. Applicant certifies that it, the company, its branches, divisions, and departments do not and will not knowingly employ an "undocumented worker" as that term is defined by the Program Guidelines. Applicant will repay the total amount of the grant amounts received with interest if the company is convicted of a violation under 8 U.S.C. Section 1324a. Repayment will be due no later than the 120th day after the date PEDC notifies the Applicant of the violation or as otherwise provided in the Grant Agreement.
- D. Improvements will not commence prior to having received written approval for a grant from PEDC, execution of a Grant Agreement and approval of the City of Palestine City Council if necessary. The PEDC Board has the authority to consider grants in amounts of less than \$10,000 without requiring final approval from the City of Palestine City Council.
- E. Applicant(s) do not currently have outstanding or otherwise delinquent financial obligations to PEDC or the City of Palestine such as liens, court fines, city utility bills, sales tax, or property taxes. Further, applicant is not currently a party to a pending or active lawsuit against PEDC or the City of Palestine.
- F. Applicant(s) must obtain all applicable permits related to the improvement project prior to commencement.
- G. Applicant(s) certify that all attached estimates have been obtained from independent, qualified contractors, who are in no way affiliated or related to the applicant or competing bidder.
- H. This Application and all statements therein are true and correct, and it is executed under penalties of perjury.

Signed this the <u>day</u> of <u>bak</u>	, 20 <u>25</u>
Applicant	Applicant

[TO BE COMPLETED BY DEVELOPMENT SERVICES]

Based on the project information provide	ded with this application and th	ne research documented above, at a minimum the
project will require the following from	Development Services:	
No further municipal approva	ls	
Pre-Development Meeting - R	Recommended	Date Scheduled
Certificate of Appropriateness	from HLC	Date Received
M Historic Landmark Commission	on (HLC) Hearing	Date Scheduled
N/A Sign Permit Application		
Main Street Advisory Board R	Review	Date Scheduled
Specific Use Permit Application	on	
<u>NA</u> Zoning Change Application		
Planning & Zoning Commissi	on Hearing	Date Scheduled
NA City Council Meeting to Appr	ove Specific Use Permit	Date Scheduled
Procedure for Commercial Ne	w Construction and Additions	with Building Permit
(Refer to checklist from Devel	lopment Services for complete	
Procedure for Commercial Re	models and Repairs with Build	ling Permit Roof termit
(Refer to checklist from Devel	lopment Services for complete	list of documents required)
Multi-Trade Subcontractor Per	rmit Application (electrical, pl	umbing, mechanical)
Water and Sewer Tap Applica	ition	
MA Health Department Plan Revie	ew and Inspection	
Fire Inspection		
Public Works & Utilities Inspe	ection	call for inspection
Building Inspection CoV	HAVEDA MILL LOCTOR 10	art (ii ii ii)
✓A Clean and Show Application		
NA Certificate of Occupancy App	lication	
Approval of HPO or Interim Director o	f Development Services:	.h/a-
hory espony	Date	: <u>18/25</u>
0 /		/ /
Approval of Mainstreet District Coordin	nator:	1/-1006-
Mugantan	Date:	: 19/2025

Note: Any changes to the project scope after the date indicated above will require review by the HPO or Director of Development Services!

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Deed of Trust

Date:

September 24, 2018

Grantors:

Seth Blood and Amber Jeffcoat

Grantors' Mailing Address:

200 ACR 2312

Montalba, Texas 75853

Trustee:

Michael B. Dear

Trustee's Mailing Address:

919 N. Mallard

Palestine, Texas 75801

Lenders:

Michelle Adams, Carrie Pfleeger and Nancy Elizabeth McDonald

Lenders' Mailing Address:

317 FM 27 W

Fairfield, Texas 75840

Obligation

Note:

September 24, 2018

Original principal amount:

\$73,000.00

Borrower:

Seth Blood and Amber Jeffcoat

Lenders:

Michelle Adams, Carrie Pfleeger and Nancy Elizabeth McDonald

Maturity date: September 24, 2026

Terms of Payment:

As provided in the note.

Property (including any improvements): All those certain lots, tracts or parcels of land in the Original Addition, City of Palestine, Anderson County, Texas, as described in Exhibit "A" attached hereto and made a part hereof.

Prior Lien: None.

Other Exceptions to Conveyance and Warranty: Liens described as part of the Consideration and any other liens described in the deed to Grantors as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2018, but not subsequent assessments for that and prior years due to change in land usage, ownership, or both.

A. Granting Clause

For value received and to secure payment of the Obligation, Grantors convey the Property to Trustee in trust. Grantors warrant and agree to defend the title to the Property, subject to the Other Exceptions to Conveyance and Warranty. On payment of the Obligation and all other amounts secured by this deed of trust, this deed of trust will have no further effect, and Lenders will release it at Grantors' expense.

B. Grantors' Obligations

B.L. Grantors agree to maintain all property and liability insurance coverages with respect to the Property, revenues generated by the Property, and operations on the Property that Lenders reasonably require ("Required Insurance Coverages"), issued by insurers and written on policy forms acceptable to Lenders, and as to property loss, that are payable to Lenders under policies containing standard mortgage clauses, and deliver evidence of the Required Insurance Coverages in a form acceptable to Lenders before execution of this deed of trust and again at least ten days before the expiration of the Required Insurance Coverages.

B, 2 Grantors agree to-

- a. keep the Property in good repair and condition;
- b. pay all taxes and assessments on the Property before delinquency, not authorize a taxing entity to transfer its tax lien on the Property to anyone other than Lenders, and not request a deferral of the collection of taxes pursuant to section 33.06 of the Texas Tax Code;
- e. defend title to the Property subject to the Other Exceptions to Conveyance and Warranty and preserve the lien's priority as it is established in this deed of trust;
- d. obey all laws, ordinances, and restrictive covenants applicable to the Property;
- e. keep any buildings occupied as required by the Required Insurance Coverages;
- f. if the lien of this deed of trust is not a first lien, pay or cause to be paid all prior lien notes and abide by or cause to be abided by all prior lien instruments; and
- g. notify Lenders of any change of address.

C. Lenders' Rights

- C.1. Lenders or Lenders' mortgage servicer may appoint in writing one or more substitute trustees, succeeding to all rights and responsibilities of Trustee.
- C.2. If the proceeds of the Obligation are used to pay any debt secured by prior liens, Lenders are subrogated to all the rights and liens of the holders of any debt so paid.
- C.3. Lenders may apply any proceeds received under the property insurance policies covering the Property either to reduce the Obligation or to repair or replace damaged or destroyed improvements covered by the policy. If the Property is Grantors' primary residence and Lenders reasonably determine that repairs to the improvements are economically feasible, Lenders will make the property insurance proceeds available to Grantors for repairs.
- C.4. Notwithstanding the terms of the Note to the contrary, and unless applicable law prohibits, all payments received by Lenders from Grantors with respect to the Obligation or this deed of trust may, at Lenders' discretion, be applied first to amounts payable under this deed of trust and then to amounts due and payable to Lenders with respect to the Obligation, to be applied to late charges, principal, or interest in the order Lenders in their discretion determine:
- C.5. If Grantors fail to perform any of Grantors' obligations, Lenders may perform those obligations and be reimbursed by Grantors on demand for any amounts so paid, including attorney's fees, plus interest on those amounts from the dates of payment at the rate stated in the Note for matured, unpaid amounts. The amount to be reimbursed will be secured by this deed of trust.

C.6. COLLATERAL PROTECTION INSURANCE NOTICE

In accordance with the provisions of Section 307.052(a) of the Texas Finance Code, the Beneficiary hereby notifies the Grantors as follows:

- (A) the Grantors are required to:
 - (i) keep the collateral insured against damage in the amount the Lenders specifies;
 - (ii) purchase the insurance from an insurer that is authorized to do business in the state of Texas or an eligible surplus lines insurer; and
 - (iii) name the Lenders as the person to be paid under the policy in the event of a loss;
- (B) the Grantors must, if required by the Lenders, deliver to the Lenders a copy of the policy and proof of the payment of premiums; and
- (C) if the Grantors fail to meet any requirement listed in Paragraph (A) or (B), the Lenders may obtain collateral protection insurance on behalf of the Grantors at the Grantors' expense.
- C.7. If a default exists in payment of the Obligation or performance of Grantors obligations and the default continues after any required notice of the default and the time allowed to cure, Lenders may
 - a. declare the unpaid principal balance and earned interest on the Obligation

immediately due;

- b. exercise Lenders' rights with respect to rent under the Texas Property Code as then in effect;
- c. direct Trustee to foreclose this lien, in which case Lenders or Lenders' agent will cause notice of the foreclosure sale to be given as provided by the Texas Property Code as then in effect; and
- d. purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Obligation.
- C.8. Lenders may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

D. Trustee's Rights and Duties

If directed by Lenders to foreclose this lien, Trustee will-

- D.1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then in effect;
- D.2. sell and convey all or part of the Property "AS IS" to the highest bidder for cash with a general warranty binding Grantors, subject to the Prior Lien and to the Other Exceptions to Conveyance and Warranty and without representation or warranty, express or implied, by Trustee;
 - D.3. from the proceeds of the sale, pay, in this order
 - a. expenses of foreclosure, including a reasonable commission to Trustee;
 - b. to Lenders, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
 - c. any amounts required by law to be paid before payment to Grantors; and
 - d. to Grantors, any balance; and
- D.4. be indemnified, held harmless, and defended by Lenders against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created by this deed of trust, which includes all court and other costs, including attorney's fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

E. General Provisions

- E.1. If any of the Property is sold under this deed of trust, Grantors must immediately surrender possession to the purchaser. If Grantors do not, Grantors will be tenants at sufferance of the purchaser, subject to an action for forcible detainer.
 - E.2. Recitals in any trustee's deed conveying the Property will be presumed to be true.
 - E.3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other

remedy will not constitute an election of remedies.

- E.4. This lien will remain superior to liens later created even if the time of payment of all or part of the Obligation is extended or part of the Property is released.
- E.5. If any portion of the Obligation cannot be lawfully secured by this deed of trust, payments will be applied first to discharge that portion.
- E.6. Grantors assign to Lenders all amounts payable to or received by Grantors from condemnation of all or part of the Property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property. After deducting any expenses incurred, including attorney's fees and court and other costs, Lenders will either release any remaining amounts to Grantors or apply such amounts to reduce the Obligation. Lenders will not be liable for failure to collect or to exercise diligence in collecting any such amounts. Grantors will immediately give Lenders notice of any actual or threatened proceedings for condemnation of all or part of the Property.
- E.7. Grantors collaterally assign to Lenders all present and future rent from the Property and its proceeds. Grantors warrant the validity and enforceability of the assignment. Grantors will apply all rent to payment of the Obligation and performance of this deed of trust, but if the rent exceeds the amount due with respect to the Obligation and the deed of trust, Grantors may retain the excess. If a default exists in payment of the Obligation or performance of this deed of trust, Lenders may exercise Lenders' rights with respect to rent under the Texas Property Code as then in effect. Lenders neither have nor assume any obligations as lessor or landlord with respect to any occupant of the Property. Lenders may exercise Lenders' rights and remedies under this paragraph without taking possession of the Property. Lenders will apply all rent collected under this paragraph as required by the Texas Property Code as then in effect, Lenders are not required to act under this paragraph, and acting under this paragraph does not waive any of Lenders' other rights or remedies.
- E.8. Interest on the debt secured by this deed of trust will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the debt.
- E.9. In no event may this deed of trust secure payment of any debt that may not lawfully be secured by a lien on real estate or create a lien otherwise prohibited by law.
 - E. 10. When the context requires, singular nouns and pronouns include the plural.
- *E.11.* The term *Note* includes all extensions, modifications, and renewals of the Note and all amounts secured by this deed of trust.
- E.12. Grantors warrant to Lenders and agree that the proceeds of the Note will be used primarily for business or commercial purposes and not primarily for personal, family, or household purposes.
- E.13. Grantors will furnish to Lenders or other holder of the Note annually, before taxes become delinquent, copies of tax receipts showing that all taxes on the Property have been paid. Grantors will annually furnish to Lenders or other holder of the Note evidence of current paid-up insurance naming

Lenders or other holder of the Note as an insured.

- E.14. If all or any part of the Property is sold, transferred, or conveyed without the prior written consent of Lenders or other holder of the Note, Lenders or other holder of the Note may, at their sole option, declare the outstanding principal balance of the Note plus accrued interest immediately due and payable. Lenders or other holder of the Note have no obligation to consent to any such sale or conveyance of the Property, and Lenders or other holder of the Note are entitled to condition any consent on a change in the interest rate that will thereafter apply to the Note and any other change in the terms of the Note or Deed of Trust that Lenders or other holder of the Note in their sole discretion deem appropriate. A lease for a period longer than three years, a lease with an option to purchase, or a contract for deed will be deemed to be a sale, transfer, or conveyance of the Property for purposes of this provision. Any deed under threat or order of condemnation, any conveyance solely between makers, and the passage of title by reason of death of a maker or by operation of law will not be construed as a sale or conveyance of the Property. The creation of a subordinate lien without the consent of Lenders or other holder of the Note will be construed as a sale or conveyance of the Property, but any subsequent sale under a subordinate lien to which Lenders or other holder of the Note have consented will not be construed as a sale or conveyance of the Property.
- E.15. This deed of trust binds, benefits, and may be enforced by the successors in interest of all parties.
- E.16. If Grantors and Borrowers are not the same person, the term Grantors includes Borrowers.
- E.17. Grantors and each surety, endorser, and guarantor of the Obligation waive, to the extent permitted by law, all (a) demand for payment, (b) presentation for payment, (c) notice of intention to accelerate maturity, (d) notice of acceleration of maturity, (e) protest, and (f) notice of protest.
- E.18. Grantors will have full recourse liability for repayment of the principal and interest of the Note and the performance of all covenants and agreements of Grantors in this Deed of Trust.
- *E.19.* Grantors agree to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing Lenders' rights under this deed of trust if an attorney is retained for its enforcement.
- E.20. If any provision of this deed of trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.
 - E.21. The term Lenders includes any mortgage servicer for Lenders.
- E.22. Grantors hereby grant Lenders a right of first refusal with respect to Grantors' power to authorize any third party (other than Lenders pursuant to its rights as set forth in this instrument) to pay ad valorem taxes on the Property and authorize a taxing entity to transfer its tax lien on the Property to that third party. Grantors' authorization to any third party (other than Lenders) to pay the ad valorem taxes and receive transfer of a taxing entity's lien for ad valorem taxes shall be null and void and of no force and effect unless Lenders, within ten days after receiving written notice from Grantors, fail to pay the ad valorem taxes pursuant to Lenders' rights as set forth in this instrument.
- E_123_1 Grantors represent that this deed of trust and the Note are given for the following purposes:

The debt evidenced by the Note is in part payment of the purchase price of the Property; the debt

is secured both by this deed of trust and by a vendor's lien on the Property, which is expressly retained in a deed to Grantors of even date. This deed of trust does not waive the vendor's lien, and the two liens and the rights created by this deed of trust are cumulative. Lenders may elect to foreclose either of the liens without waiving the other or may foreclose both.

Seth Blood STATE OF TEXAS COUNTY OF ANDERSON This instrument was acknowledged before me on Blood. Notary Public, State of Texas STATE OF TEXAS **COUNTY OF ANDERSON** This instrument was acknowledged before me on Jeffcoat. Notary Public, State of Texas PREPARED IN THE OFFICE OF: Michael B. Dear 919 N Mallard Palestine, TX 75801 File No: 18.0874 AFTER RECORDING RETURN TO: Michael B. Dear 919 N Mallard

Palestine, TX 75801

Exhibit "A"

Tract One:

All those certain lots, tracts or parcels of land, situated in Anderson County, Texas, being Lots 3, 4 and 5, Block 51, Original Addition, to the City of Palestine, Texas, in the Jacob Snively Survey, A-63; being also known as the Texas Land Company Addition; according to the map or plat thereof recorded in Volume A, Page 321 of the Map Records of Anderson County, Texas; and being the same land described in Deed from M.A. Davey, Sr. to Dorothy Davey Colley dated October 24, 1949, recorded in Volume 413, Page 370 of the Deed Records of Anderson County, Texas, and the same land being described in Deed from Dorothy N. Colley, et al to Jodara, Inc. a Texas Corporation, dated July 21, 1978, recorded in Volume 880, Page 515 of the Deed Records of Anderson County, Texas.

Tract Two:

All that certain lot, tract or parcel of land, situated in Anderson County, Texas, being Lot 1, Block 51, Original Addition, to the City of Palestine, Texas, in the Jacob Snively Survey, A-63; being also known as the Texas Land Company Addition; according to the map or plat thereof recorded in Volume A, Page 321 of the Map Records of Anderson County, Texas, and being the same land described as in Tract One in Deed from William Pence to Jodara, Inc. dated April 16, 2001, recorded in Volume 1666, Page 535 of the Official Public Records of Real Property of Anderson County, Texas.

Tract Three: All that certain let or parcel of land situated in Anderson County, Texas, commonly referred to as 318 West Oak and 317 West Main, Palestine, Anderson County, Texas, described as follows:

All that certain tract or parcel of land situated in Anderson County, Texas, and being Lot 2, in Block 51 of the Texas Land Company Addition to the City of Palestine, a part of the Jacob Salvely Survey, A-63 in Anderson County, Texas, described by metes and bounds as follows:

BEGINNING at the Southeast comer of Lot 1 of said Block 51, said point being located 25 feet East of the intersection of the East line or margin of Queen Street, and the North margin of Main Street;

THENCE North with the East line of said Lot No. 1 and the West line of Lot No. 2 of Block 51, 100 feet to the Northeast comer of Lot 1 and the Northwest corner of Lot 2, at a point in the South margin of Oak Street;

THENCE East with the South margin of Oak Street and with the North line of said Lot 2, 25 feet to the Northeast corner of said Lot 2 and the Northwest corner of Lot 3 of Block 51,

THENCE South with the East line of said Lot 2 and the West line of aid Lot 3, 100 feet to the Southwest corner of said Lot 3 and the Southeast corner of said Lot 2 of Block 51, at a point in the North margin of Main Street,

THENCE West with the South line of said Lot 2 and with the North margin of Main Street 25 feet to the place of beginning, and being the same land described in a Deed from William F. Murphy to Palestine Broadcasting Corporation of record in Volume 628, at Page 418 of the Deed Records of Anderson County, Texas, and also the same land described as Tract Two in a Deed from William Henry Pence to Jodara, Inc., dated April 16, 2001, of record in Volume 1666, Page 535 of the Official Public Records of Anderson County, Texas,



Randy J. Brown **Custom Carpentry** Cell Phone: (903) 922-0563



Proposal

PROPOSAL NO.

SHEET NO.

Company Conference of the Conf	DATE
PROPOSAL SUBMITTED TO:	WORK TO BE PERFORMED AT: 0/06/25
NAME SPHN Blood	ADDRESS
58 314 W. OAK ST	
PALOSTING TX 75801	DATE OF PLANS
PHONE NO. 903-574-4170	ARCHITECT
	Fotal Roas - Rebuild)

PAIRST, NP TX 75801	
PHÓNE NO. 903 - 574 - 4170 ARCHITECT	
	1146
We hereby propose to furnish the materials and perform the labor necessary for the completion of Total Roof-Rewild Remove All Existing 100 fing, Rafters, edecking Install 2X12 rafters 24"0.C. Install 26 gauge R-Panel Metal Roofing. Install New Beams and Ribbion Boards Install New Beams and Ribbion Boards Concrete fastoners Shall be used on Ribbon board Install New Flashing ground Perimiter. Remove Alc units.	
	_
TOTAL KAMOUAL OF All THASH & DESIS	
	_
All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and	1
CUITIBLE COUNT A SUBSTAINABLE WORK BRAINET FOR THE SURT OF	4
FIFTY 50 Dollars (\$ 36, 750) with payments to be made as follows. 1/2 DOWN	4
BALANCEON COMPLE	to N
Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. Alt agreements contingent upon strikes, accidents, or delays beyond our control. Respectfully submitted Per	physicanic of the state of
Note — this proposal may be withdrawn by us if not accepted within days.	

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _

Signature _

From: Christophe Trahan
To: Lisa Bowman

Subject: Fw: Notification regarding 315 W Main St bid Date: Wednesday, December 4, 2024 2:01:28 PM

Attachments: Outlook-Logo PEDC

Seth's bid declination.

Christophe Trahan
Palestine Economic Development Corporation

Office: 903-729-4100 Cell: 430-342-5262 Fax: 903-729-4500

Executive Director



From: Seth Blood <sethblood13@gmail.com> Sent: Tuesday, December 3, 2024 11:53 AM

To: Christophe Trahan <edcdirector@palestine-tx.org> **Subject:** Fwd: Notification regarding 315 W Main St bid

Sent from my iPhone

Begin forwarded message:

From: Isaiah Adams <adamshomerenovationsllc@gmail.com>

Date: December 3, 2024 at 6:54:33 AM CST

To: sethblood13@gmail.com

Subject: Re: Notification regarding 315 W Main St bid

On Mon, Dec 2, 2024 at 3:24 PM Isaiah Adams <adamshomerenovationsllc@gmail.com> wrote:

Dear Seth Blood

We are writing to inform you that, after reviewing the scope of work for the roofing project at 315 W Main St Palestine, Tx 75801, Adams Home Renovations, LLC will unfortunately be unable to submit a competitive bid for this project.

We appreciate the opportunity allowing us to be considered as a potential partner in this project, but with the project scope and our current workload wait time we cannot expect you to wait for availability.

We take great value in every client and opportunity granted to serve our community. We hope you will consider our business in the future for any construction needs as our availability arises.

Feel free to contact us if you have any questions or concerns.

Best regards,

Ronald Adams
Adams Home Renovations, LLC
(903)203-7458
708 Crockett Rd
Palestine, Tx 75801

DOWNTOWN GRANT PERFORMANCE AGREEMENT

This Downtown Grant Performance Agreement ("GRANT AGREEMENT") is executed by and between the Palestine Economic Development Corporation, a Texas Section 4B Economic Development Corporation ("PEDC"), whose address is 100 Willow Creek Pkwy. Suite A, Palestine, Texas 75801, and Seth Blood ("APPLICANT"), whose current address is 200 ACR 2312 Montalba, Texas 75853.

RECITALS

WHEREAS, the PEDC is an Economic Development Corporation, organized under the Texas Development Corporation Act of 1979, Article 5190.6, Section 4B of Vernon's Texas Civil Statutes, now Section 501 et seq. of the Texas Local Government Code (the Act), and authorized by the City of Palestine, Texas (City);

WHEREAS, the PEDC has adopted, and the City approved, a Downtown Grant Program ("GRANT PROGRAM");

WHEREAS, the APPLICANT submitted its Application dated January 7, 2025 for a Downtown Grant ("APPLICATION"); and

WHEREAS, the APPLICANT plans to make real property capital investments of Thirty-Six Thousand Two Hundred Fifty Dollars and No Cents (\$36,250.00) for the purpose of a full roof replacement at the vacant property located at 314 W. Oak St. Palestine, TX 75801 ("PROJECT"). PEDC has found that the proposed improvements of APPLICANT'S property will encourage economic development in the City and will add to the ad valorem tax rolls of the City and other local taxing entities, and the PEDC and City have approved a cash performance grant to APPLICANT that matches funds expended by APPLICANT not to exceed a grant of Twenty-Seven Thousand One Hundred Eighty-Seven Dollars and Fifty Cents (\$27,187.50) ("GRANT").

NOW, THEREFORE, in consideration of mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. APPLICANT'S OBLIGATIONS

- 1.1. The GRANT PROGRAM, APPLICATION, and APPLICATION GRANT APPROVAL are incorporated herein by reference as if specifically set forth herein.
- 1.2. APPLICANT accepts such grant subject to PEDC and City approval.
- 1.3. APPLICANT recognizes that, pursuant to the terms and provisions of Texas law, this GRANT AGREEMENT will not be valid and binding on PEDC until it is approved by the City Council of the City of Palestine, Texas.

- 1.4. APPLICANT will secure completion of the improvements in compliance within its APPLICATION, the GRANT APPLICATION APPROVAL, and the GRANT PROGRAM before October 27, 2025.
- 1.5. APPLICANT will obtain all permits required by the CITY or otherwise required by other government authorities for the improvement project.
- 1.6. PEDC, by its designated representative, shall have the right to inspect during the construction of the improvements and, following APPLICANT'S notice of completion, to evaluate APPLICANT'S compliance with the APPLICATION, the GRANT APPLICATION APPROVAL, and the GRANT PROGRAM.

2. FUNDING

- 2.1. APPLICANT will be provided with 50% of the total grant award upon execution of this GRANT AGREEMENT.
- 2.2. APPLICANT shall provide PEDC with written notification of project completion by certified mail, return receipt requested, stating that all improvements have been completed in accordance with the APPLICATION and GRANT APPLICATION APPROVAL and GRANT PROGRAM, and that full payments have been made for all labor and materials with attached payment receipts for materials and labor, required permits, inspection reports, and project photographs.
- 2.3. Upon PEDC'S receipt of APPLICANT'S notification of completion, an on-site inspection may be made by a representative or representatives of PEDC. Such inspection shall not be considered in any way as a reflection of PEDC'S approval on the quality, safety, or reliability of the improvements, such being the sole responsibility of APPLICANT.
- 2.4. Following on-site inspection, PEDC will review the findings and may request additional information if needed and then either notify the APPLICANT of compliance or identify items of non-compliance. APPLICANT shall correct the items of non-compliance within thirty (30) days of notice thereof or this GRANT AGREEMENT shall be immediately cancelled and the APPLICANT shall immediately refund of all grant monies received to date, if any.
- 2.5. Upon the PEDC board of directors making a finding of completion of the project, as per the terms of the APPLICATION, the GRANT APPLICATION APPROVAL and the GRANT AGREEMENT, payment of the remaining 50% of the total grant award will be made.

3. REPRESENTATION AND WARRANTIES

APPLICANT represents and warrants to PEDC that:

- 3.1. APPLICANT has the power and authority, corporate or otherwise, to conduct its business and to perform all of its obligations under this GRANT AGREEMENT.
- 3.2. APPLICANT'S execution, delivery, and performance of this GRANT AGREEMENT has been duly authorized by all necessary action, corporate or otherwise, and does not and will not violate any provision of any existing law, rule, regulation, contract, or lien by which APPLICANT or its property or assets is bound or affected.
- 3.3. To the best of APPLICANT'S knowledge neither it, nor any division, branch, subsidiary, or related agency of the APPLICANT, is a party to any administrative or legal proceeding that is active or threatened against the APPLICANT or APPLICANT'S officers which may result in any material adverse change in APPLICANT'S business operations or assets which may be the subject of this GRANT AGREEMENT.
- 3.4. APPLICANT represents and warrants that they are not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Government Code.
- 3.5. Information, documentation, and other material in connection with the GRANT AGREEMENT may be subject to public disclosure pursuant to Chapter 552 of the Government Code (the "<u>Public Information Act</u>"). To the extent, if any, that any provision of the Agreement is in conflict with the Public Information Act, such provision shall be void and have no force or effect.

In accordance with Section 2252.907 of the Government Code, APPLICANT is required to make any information created or exchanged with the PEDC pursuant to the GRANT AGREEMENT, regardless of contrary provisions contained herein, and not otherwise excepted from disclosure under the Public Information Act, available in a format that is accessible by the public at no additional charge to the PEDC.

- 3.6. *No Indemnification by the PEDC*. APPLICANT and the PEDC expressly acknowledge that the PEDC'S authority to indemnify and hold harmless any third party is governed by Article XI, Section 7, of the Texas Constitution and any provision that purports to require indemnification by the PEDC is invalid. Nothing in this GRANT AGREEMENT requires that the PEDC incur debt, assess or collect funds, or create a sinking fund.
- 3.7. APPLICANT is aware of the limitations imposed on this GRANT and the use of funds by law and acknowledges that the funds herein granted shall be utilized solely for purposes authorized under law and by the terms of this GRANT AGREEMENT. In the event that an audit determines that the financial incentives granted under this GRANT AGREEMENT were not used for proper purposes, APPLICANT agrees to reimburse PEDC for the sums of money spent for purposes not authorized by law or this GRANT AGREEMENT, with interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the City) as its prime or base commercial lending

rate. The payment of interest shall be from the date that the money was spent for purposes not authorized by law or this GRANT AGREEMENT.

- 3.8. APPLICANT does not and will not knowingly employ an undocumented worker, as that term is defined by Tex. Gov't. Code Sec. 2264.001, directly or indirectly through a contractor or subcontractor. If, after receiving the funds herein granted, APPLICANT is convicted of a violation under 8 U.S.C. § 1324a(t), APPLICANT shall repay the amount of the grant paid by PEDC to APPLICANT with interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the City) as its prime or base commercial lending rate. The payment of interest shall be, no later than 120 days after the date that APPLICANT receives notification of such a violation.
- 3.9. APPLICANT shall fully comply with all local, state and federal laws applicable or otherwise implicated by APPLICANT'S receipt of funds under this GRANT PROGRAM, which includes but is not limited to APPLICANT'S compliance with Title VII, Civil Rights Act of 1964, as amended, the Texas Labor Code, the Drug Free Workplace Act of 1988, and the Americans with Disabilities Act, as well as APPLICANT'S refraining from discrimination of persons based on race, color, religion, sex (including pregnancy, childbirth, and related medical conditions; sexual orientation), national origin, disability, age, citizenship status, genetic information, political affiliation or participation in civil rights activities. Furthermore, while the City of Palestine fully supports the exercise of freedom of speech, the City of Palestine will not financially support or fund projects that incorporate or promote ideas of hate or which are intended to vilify, humiliate, or incite hatred against a group or a class of persons on the basis of race, religion, skin color, sexual identity, gender identity, ethnicity, disability or national origin.
- 3.10. APPLICANT will use all commercially reasonable efforts to continue operations in Palestine, Anderson County, Texas.
- 3.11. APPLICANT shall timely pay all ad valorem taxes due and owed by it to the CITY and all other taxing authorities having jurisdiction over the APPLICANT'S property. APPLICANT shall also timely pay any and all water and sewer bills owed to the CITY. In addition, APPLICANT shall timely pay all employment, income, franchise, and other taxes owed by it to all local, state, and federal government entities.
- 3.12. APPLICANT shall properly notify the Anderson County Appraisal District of all capital improvements, personal property, and equipment and shall list the City of Palestine as the taxable situs of all capital improvements, personal property, and equipment located on the property.
- 3.13. If APPLICANT'S operations, past or present, cause the CITY or PEDC to be fined by any governmental entity, this AGREEMENT shall terminate immediately and the PEDC will have no further obligations under this GRANT AGREEMENT and APPLICANT shall immediately repay the CITY or PEDC for such fines, penalties, and expenses within thirty (30) days.

3.14. If the business property, that being <u>314 W. Oak St., Palestine, Texas 75801</u>, is sold, conveyed, or utilized for a purpose not originally intended by the GRANT APPLICATION within one year of grant funding being awarded to APPLICANT, APPLICANT shall be required to reimburse the PEDC immediately for the full amount of the grant.

4. REMEDIES

- 4.1. Upon default, the non-defaulting party shall have the right to seek any remedy available in law or equity including, termination of this GRANT AGREEMENT, recovery of GRANT funds, and pre-judgment and post-judgment interest at the rate provided by law or as otherwise provided by this GRANT AGREEMENT (whichever is greater).
- 4.2 **Attorney's Fees.** Except as otherwise expressly provided herein, each party shall bear its own costs and attorney's fees in connection with this Agreement, including any dispute relating thereto.

5. MISCELLANEOUS PROVISIONS

- 5.1. All representations, warranties, covenants, and agreements, as well as rights and benefits for the parties to this GRANT AGREEMENT shall survive the payment of grant funds to APPLICANT.
- 5.2. This GRANT AGREEMENT may not be assigned by APPLICANT without the prior written consent of PEDC. No such assignment shall relieve APPLICANT of any of its obligations under this GRANT AGREEMENT.
- 5.3. The GRANT AGREEMENT may not be amended, modified, altered, or changed unless in writing, signed by both parties to this GRANT AGREEMENT and approved by the City of Palestine.
- 5.4. APPLICANT SHALL INDEMNIFY AND HOLD THE PEDC, ITS EMPLOYEES, AND ITS AGENTS HARMLESS FOR ANY DAMAGES, BOTH PERSONAL AND PROPERTY, WHICH MAY RESULT DIRECTLY OR INDIRECTLY FROM ANY INCIDENT ASSOCIATED WITH PROJECT BOTH DURING AND AFTER CONSTRUCTION, AND THAT PEDC, ITS EMPLOYEES, AND ITS AGENTS SHALL NOT BE LIABLE FOR ANY DEBTS INCURRED IN ASSOCIATION WITH THE EXECUTION AND COMPLETION OF THE SUBJECT PROJECT OF THIS APPLICATION.

PEDC, ITS EMPLOYEES, AND ITS AGENTS, DO NOT ATTEST TO THE QUALITY, SAFETY, OR CONSTRUCTION OF A PROJECT ELIGIBLE FOR, OR RECEIVING GRANT FUNDING. THEREFORE, PEDC, ITS EMPLOYEES AND AGENTS SHALL BE HELD HARMLESS BY THE APPLICANT FOR ANY PROJECT WHOSE APPLICATION HAS BEEN APPROVED OR HAS RECEIVED ACTUAL GRANT FUNDING.

- 5.5. **Severability.** In the event of any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporations, or circumstance, shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity, or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the application, validity, or constitutionality of the remaining parts of this Agreement shall not be affected thereby.
- 5.6. This GRANT AGREEMENT shall be binding upon an inure to the benefit of the parties and their respective heirs, administrators, and assigns.
- 5.7. No failure or delay on the part of the PEDC in exercising any right, power, or exercise hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No notice to or demand on APPLICANT in any case shall entitle APPLICANT to any other or further notice or demand in similar or other circumstances.
- 5.8. All notices, consents, requests, demands, and other communication hereunder shall be in writing and shall be deemed to have been duly given to the party hereto if mailed by certified mail, prepaid, to the APPLICANT'S address shown above as first written.
- 5.9. Time is of the essence of this agreement.
- 5.10. Neither party will be liable for delays or failure in its performance hereunder to the extent that such delay or failure is caused by acts of God, war, terrorism, or threats of terrorism, natural disaster, strike, lockout, labor dispute, work stoppage, fire, third-party criminal act, quarantine restriction, epidemic, pandemic, act of government, or other events outside of the reasonable control of a party (a "Force Majeure Event"); provided that the delayed party took reasonable precaution to prevent the impact of the Force Majeure Event.
- 5.11. This GRANT AGREEMENT shall be deemed a contract made under the laws of the State of Texas and for all purposes shall be construed in accordance with the Laws of said State. The venue shall be in Anderson County, Texas.
- 5.12. The providing of this GRANT AGREEMENT by PEDC to APPLICANT by any means of delivery constitutes an offer by PEDC to APPLICANT to accept this GRANT AGREEMENT on the terms and conditions contained therein, subject to approval by the City of Palestine City Council. If APPLICANT has not accepted the offer by ninety (90) days from the date approved by the City Council of the City of Palestine, Texas, the offer will lapse, and the offer and this GRANT AGREEMENT shall become null and void.

6. TERM

6.1. This GRANT AGREEMENT shall be effective on the date of the last signature below. The GRANT AGREEMENT shall terminate one year from the date that the PEDC board of directors

makes a finding of completion of the project pursuant to Section 2.5 of this GRANT AGREEMENT or earlier as otherwise terminated according to the provisions of this GRANT AGREEMENT.

AGREED and **SIGNED** to be effective as of the Effective Date.

For the Applicant(s): Seth Blood	
BySeth Blood, Building Owner	_ Date
For the PEDC: Palestine Economic Development	Corporation
By	
APPROVED: City of Palestine, Texas	
By	_ Date
Mitchell Jordan, Mayor	

APPLICATION TO PALESTINE ECONOMIC DEVELOPMENT CORPORATION DOWNTOWN GRANT PROGRAM

1.	Applicant/Applicants name(s): Soth Black
2.	Type of grant(s) being requested:
	First Time Applicant
	□ Recurring Applicant
3.	Applicants contact Information.
a.	Phone 903.574.4170
b.	Fax
c.	Email
4.	Physical address of property for which grant is being requested. 583180 W Oak St Palestine TK 75801
5.	Is the property in the Palestine Main Street Overlay District? Yes No
	(Properties must be in the Main Street Overlay District to qualify for the PEDC Downtown Grant.)
6.	Is the property in the Palestine Historic Overlay District?
	(Historic district overlays can be found on the map at https://downtowntx.org/palestine-texas)
7.	What is the Zoning for the property? ∠ CBD □ MUN □ RC □ I
	(Zoning information can be found at <u>cityofpalestinetx.com</u>)
8.	Is the property in the National Register's Palestine New Town Commercial Historic District?
	(Historic District information can be found at https://atlas.thc.texas.gov/NR/pdfs/100007058/100007058.pdf)
9.	Is it a Contributing property? ☑ Yes □ No (Map on page 86^)
10.	Is the property individually listed on the National Register of Historic Places? Yes No
11.	Is the property a designated Palestine Historical Landmark? Yes No
12.	Does this project contribute to the Rehabilitation or Stabilization of a Vacant or Blighted Building?
	Ø Yes □ No
	Current occupancy type Occupancy type upon project completion
	Please provide the total square footage of the property: 900 sq ft
	Is this a mixed-use (commercial & residential) property?
	Ves No
If so, ple	ease provide a breakdown of the square footage of the property based on current use:
	rcial: <u>Goo</u> sq ft
	tial: sq ft
	No. of Stories:
17.	Business name, if applicable
18	Mailing address

Sole proprietorship
☐ Partnership
□ Corporation
□ Other
Please provide applicable business documentation such as DBA, Partnership Agreement, Corporate Charter
etc
20. Please provide a brief description of business activity.
Gift shop / Ac/this Clothing
21. Is this property owned or leased by Applicant?
Owned, please provide proof of ownership.
☐ Leased, please provide a copy of the lease agreement.
Name of Lessor
Address of Lessor
Lessor Contact: phone email
22. Date business established in Palestine, TX, if applicable
23. Number of employees, if applicable Number of new employees, if applicable24. Please provide a description of the proposed project:

19. This business is a

25. Proposed scope of work (Check all that apply):

Façade/Exter	ior Walls:
□тс	OTAL/MAJOR RESTORATION or PARTIAL RESTORATION OR MAINTENANCE
Including:	☐ Slipcover Removal ☐ Door(s) ☐ Window(s) ☐ Brick/Mortar ☐ Awning
	☐ Weatherproofing/Sealing ☐ Power Wash/Cleaning ☐ Trim Paint ☐ Wall Paint*
	□ Other
Critical Build	ling Components:
Æ RE	EPLACEMENT OR MAJOR REPAIR or MINOR REPAIR OR MAINTENANCE
Including:	☐ Foundation ☐ Exterior Wall System ☑ Roof
	☐ Plumbing ☐ Gas System ☐ Electrical ☐ Air Conditioning/Heat
	□ Other
Other Buildin	ng Components:
□ NE	EW INSTALLATION or □ MAJOR REPAIR OR REPLACEMENT
Including:	☐ Awning/Canopy (no signage) ☐ Grease Trap ☐ Dumpster Enclosure
	☐ Fire Protection/Suppression ☐ Elevator/Lift (for any use) ☐ Ramp/Stairs
	☐ Interior Painting ☐ Parking Lot/Driveway
	□ Other
Business/Prop	perty Signage:
□ NE	EW SIGN/SIGNAGE PACKAGE or □ RESTORATION OF A HISTORIC SIGN
Texas Accessi	ibility Standards (TAS) Upgrades:
☐ Remov	ral of Architectural Barriers to provide accessible routes throughout buildings and facilities by replacement or
modificati	ion to items such as doors, doorways, gates, ramps, curb ramps, elevators, platform lifts, etc.
☐ Provision	on of Communication and Signage that conveys information or instructions that is accessible and usable by
people wit	th disabilities, especially those with visual or hearing impairments. Examples include fire alarm systems with
specified v	visual and tonal signals, signs with Braille and raised letters, assistive listening systems, etc.
☐ Renova	ation of Facilities and Amenities to include elements and features that provide services or convenience to user
or visitors	with disabilities, especially those with mobility or dexterity impairments. Examples include kitchens,
kitchenette	es, sinks, toilet facilities, bathing facilities, washing machines, clothes dryers, drinking fountains, dining
surfaces, v	work surfaces, storage, etc.
☐ Techno	ology and Digital Accessibility Upgrades to elements and features of buildings and facilities that involve the
use of elec	ctronic devices or systems to access information or services. Examples of technology and digital accessibility
include fir	re alarm systems, telephones, assistive listening systems, automatic teller machines (ATMs), fare machines,
two-way c	communication systems, etc.
□ Other N	Modifications to the design, installation, and operation of elements and features to be accessible and usable by
people wit	th disabilities, especially those with specific or unique needs or preferences, such as a clear floor or ground
space, read	ch ranges, operable parts, seats, etc.

26	Amount of grant funds requested 2718750
	(Total possible funding per grant application is \$75,000 maximum)
27	Total projected cost of project 36,250
28	Estimated start date of project
29.	Estimated completion date of project March - April 2025
	Please provide competitive cost estimates (bids) for each different scope of we
	licensed and bonded contractors or suppliers. Detailed cost estimates, including

- 30. Please provide competitive cost estimates (bids) for each different scope of work from a minimum of two (2) licensed and bonded contractors or suppliers. Detailed cost estimates, including material types, paint color samples and finishes are required. If two cost estimates are unable to be obtained, a written declination to bid by a licensed and bonded contractor may be considered as a substitute for one of the required estimates.
- 31. Please provide any additional information which would further help describe this project, including paint color and chips, photographs, rendering of design, specifications, and other material to describe your project
- 32. Please attach photos of existing conditions.
- 33. Please provide any additional information you believe to be important concerning this grant application.
- 34. I (we) the undersigned do hereby acknowledge, certify, and agree:
- A. Prior to the submission of this application, a copy of the Palestine Economic Development Corporation Downtown Grant Program Guidelines has been obtained, reviewed, and clearly understood and is incorporated as part of the Application.
- B. The submission of this Application does not create any property, contract or other legal rights in any person or entity that obligates the PEDC to provide grant funding.
- C. Applicant certifies that it, the company, its branches, divisions, and departments do not and will not knowingly employ an "undocumented worker" as that term is defined by the Program Guidelines. Applicant will repay the total amount of the grant amounts received with interest if the company is convicted of a violation under 8 U.S.C. Section 1324a. Repayment will be due no later than the 120th day after the date PEDC notifies the Applicant of the violation or as otherwise provided in the Grant Agreement.
- D. Improvements will not commence prior to having received written approval for a grant from PEDC, execution of a Grant Agreement and approval of the City of Palestine City Council if necessary. The PEDC Board has the authority to consider grants in amounts of less than \$10,000 without requiring final approval from the City of Palestine City Council.
- E. Applicant(s) do not currently have outstanding or otherwise delinquent financial obligations to PEDC or the City of Palestine such as liens, court fines, city utility bills, sales tax, or property taxes. Further, applicant is not currently a party to a pending or active lawsuit against PEDC or the City of Palestine.
- F. Applicant(s) must obtain all applicable permits related to the improvement project prior to commencement.
- G. Applicant(s) certify that all attached estimates have been obtained from independent, qualified contractors, who are in no way affiliated or related to the applicant or competing bidder.
- H. This Application and all statements therein are true and correct, and it is executed under penalties of perjury.

Signed this the Z day of Oah	, 20 _2 \S
Applicant	Applicant
Applicant	Applicant

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Based or	n the project information provided with this application ar	d the research documented above, at a minimum the									
project v	will require the following from Development Services:										
	No further municipal approvals										
NA	Pre-Development Meeting - Recommended	Date Scheduled									
	Certificate of Appropriateness from HLC	Date Received									
NK	Historic Landmark Commission (HLC) Hearing	Date Scheduled									
WA	Sign Permit Application										
NA	Main Street Advisory Board Review	Date Scheduled									
NA	Specific Use Permit Application										
NA	Zoning Change Application										
NA	Planning & Zoning Commission Hearing	Date Scheduled									
NA	City Council Meeting to Approve Specific Use Permit	Date Scheduled									
NA	Procedure for Commercial New Construction and Additions with Building Permit										
	(Refer to checklist from Development Services for comp										
	Procedure for Commercial Remodels and Repairs with Building Permit										
	(Refer to checklist from Development Services for comp	lete list of documents required)									
NA	Multi-Trade Subcontractor Permit Application (electrica	l, plumbing, mechanical)									
NA	Water and Sewer Tap Application										
NA	Health Department Plan Review and Inspection										
	Fire Inspection										
	Public Works & Utilities Inspection										
_	Building Inspection - Contractor will	read to call for roof inspection									
NA	Clean and Show Application										
NA	Certificate of Occupancy Application										
		es									
Approva	al of HPO or Interim Director of Development Services:	, ,									
Che	nz Espanya	Date:									
		,									
Approv:	al of Mainstreet District Coordinator:	121-									
1//	Upper alline	Date: 1/9/25									
/		/ /									

Note: Any changes to the project scope after the date indicated above will require review by the HPO or Director of Development Services!

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Deed of Trust

Date:

September 24, 2018

Grantors:

Seth Blood and Amber Jeffcoat

Grantors' Mailing Address:

200 ACR 2312

Montalba, Texas 75853

Trustee:

Michael B. Dear

Trustee's Mailing Address:

919 N. Mallard

Palestine, Texas 75801

Lenders:

Michelle Adams, Carrie Pfleeger and Nancy Elizabeth McDonald

Lenders' Mailing Address:

317 FM 27 W

Fairfield, Texas 75840

Obligation

Note:

September 24, 2018

Original principal amount:

\$73,000.00

Borrower:

Seth Blood and Amber Jeffcoat

Lenders:

Michelle Adams, Carrie Pfleeger and Nancy Elizabeth McDonald

Maturity date: September 24, 2026

Terms of Payment:

As provided in the note.

Property (including any improvements): All those certain lots, tracts or parcels of land in the Original Addition, City of Palestine, Anderson County, Texas, as described in Exhibit "A" attached hereto and made a part hereof.

Prior Lien: None.

Other Exceptions to Conveyance and Warranty: Liens described as part of the Consideration and any other liens described in the deed to Grantors as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2018, but not subsequent assessments for that and prior years due to change in land usage, ownership, or both.

A. Granting Clause

For value received and to secure payment of the Obligation, Grantors convey the Property to Trustee in trust. Grantors warrant and agree to defend the title to the Property, subject to the Other Exceptions to Conveyance and Warranty. On payment of the Obligation and all other amounts secured by this deed of trust, this deed of trust will have no further effect, and Lenders will release it at Grantors' expense.

B. Grantors' Obligations

B.L. Grantors agree to maintain all property and liability insurance coverages with respect to the Property, revenues generated by the Property, and operations on the Property that Lenders reasonably require ("Required Insurance Coverages"), issued by insurers and written on policy forms acceptable to Lenders, and as to property loss, that are payable to Lenders under policies containing standard mortgage clauses, and deliver evidence of the Required Insurance Coverages in a form acceptable to Lenders before execution of this deed of trust and again at least ten days before the expiration of the Required Insurance Coverages.

B, 2 Grantors agree to-

- a. keep the Property in good repair and condition;
- b. pay all taxes and assessments on the Property before delinquency, not authorize a taxing entity to transfer its tax lien on the Property to anyone other than Lenders, and not request a deferral of the collection of taxes pursuant to section 33.06 of the Texas Tax Code;
- e. defend title to the Property subject to the Other Exceptions to Conveyance and Warranty and preserve the lien's priority as it is established in this deed of trust;
- d. obey all laws, ordinances, and restrictive covenants applicable to the Property;
- e. keep any buildings occupied as required by the Required Insurance Coverages;
- f. if the lien of this deed of trust is not a first lien, pay or cause to be paid all prior lien notes and abide by or cause to be abided by all prior lien instruments; and
- g. notify Lenders of any change of address.

C. Lenders' Rights

- C.1. Lenders or Lenders' mortgage servicer may appoint in writing one or more substitute trustees, succeeding to all rights and responsibilities of Trustee.
- C.2. If the proceeds of the Obligation are used to pay any debt secured by prior liens, Lenders are subrogated to all the rights and liens of the holders of any debt so paid.
- C.3. Lenders may apply any proceeds received under the property insurance policies covering the Property either to reduce the Obligation or to repair or replace damaged or destroyed improvements covered by the policy. If the Property is Grantors' primary residence and Lenders reasonably determine that repairs to the improvements are economically feasible, Lenders will make the property insurance proceeds available to Grantors for repairs.
- C.4. Notwithstanding the terms of the Note to the contrary, and unless applicable law prohibits, all payments received by Lenders from Grantors with respect to the Obligation or this deed of trust may, at Lenders' discretion, be applied first to amounts payable under this deed of trust and then to amounts due and payable to Lenders with respect to the Obligation, to be applied to late charges, principal, or interest in the order Lenders in their discretion determine.
- C.5. If Grantors fail to perform any of Grantors' obligations, Lenders may perform those obligations and be reimbursed by Grantors on demand for any amounts so paid, including attorney's fees, plus interest on those amounts from the dates of payment at the rate stated in the Note for matured, unpaid amounts. The amount to be reimbursed will be secured by this deed of trust.

C.6. COLLATERAL PROTECTION INSURANCE NOTICE

In accordance with the provisions of Section 307.052(a) of the Texas Finance Code, the Beneficiary hereby notifies the Grantors as follows:

- (A) the Grantors are required to:
 - (i) keep the collateral insured against damage in the amount the Lenders specifies;
 - (ii) purchase the insurance from an insurer that is authorized to do business in the state of Texas or an eligible surplus lines insurer; and
 - (iii) name the Lenders as the person to be paid under the policy in the event of a loss;
- (B) the Grantors must, if required by the Lenders, deliver to the Lenders a copy of the policy and proof of the payment of premiums; and
- (C) if the Grantors fail to meet any requirement listed in Paragraph (A) or (B), the Lenders may obtain collateral protection insurance on behalf of the Grantors at the Grantors' expense.
- C.7. If a default exists in payment of the Obligation or performance of Grantors obligations and the default continues after any required notice of the default and the time allowed to cure, Lenders may
 - a. declare the unpaid principal balance and earned interest on the Obligation

immediately due;

- b. exercise Lenders' rights with respect to rent under the Texas Property Code as then in effect;
- direct Trustee to foreclose this lien, in which case Lenders or Lenders' agent will cause notice of the foreclosure sale to be given as provided by the Texas Property Code as then in effect; and
- d. purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Obligation.
- C.8. Lenders may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

D. Trustee's Rights and Duties

If directed by Lenders to foreclose this lien, Trustee will-

- D.1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then in effect;
- D.2. sell and convey all or part of the Property "AS IS" to the highest bidder for cash with a general warranty binding Grantors, subject to the Prior Lien and to the Other Exceptions to Conveyance and Warranty and without representation or warranty, express or implied, by Trustee;
 - D.3. from the proceeds of the sale, pay, in this order
 - a. expenses of foreclosure, including a reasonable commission to Trustee;
 - b. to Lenders, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
 - c. any amounts required by law to be paid before payment to Grantors; and
 - d. to Grantors, any balance; and
- D.4. be indemnified, held harmless, and defended by Lenders against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created by this deed of trust, which includes all court and other costs, including attorney's fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

E. General Provisions

- E.1. If any of the Property is sold under this deed of trust, Grantors must immediately surrender possession to the purchaser. If Grantors do not, Grantors will be tenants at sufferance of the purchaser, subject to an action for forcible detainer.
 - E.2. Recitals in any trustee's deed conveying the Property will be presumed to be true.
 - E.3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other

remedy will not constitute an election of remedies.

- E.4. This lien will remain superior to liens later created even if the time of payment of all or part of the Obligation is extended or part of the Property is released.
- E.5. If any portion of the Obligation cannot be lawfully secured by this deed of trust, payments will be applied first to discharge that portion.
- E.6. Grantors assign to Lenders all amounts payable to or received by Grantors from condemnation of all or part of the Property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property. After deducting any expenses incurred, including attorney's fees and court and other costs, Lenders will either release any remaining amounts to Grantors or apply such amounts to reduce the Obligation. Lenders will not be liable for failure to collect or to exercise diligence in collecting any such amounts. Grantors will immediately give Lenders notice of any actual or threatened proceedings for condemnation of all or part of the Property.
- E.7. Grantors collaterally assign to Lenders all present and future rent from the Property and its proceeds. Grantors warrant the validity and enforceability of the assignment. Grantors will apply all rent to payment of the Obligation and performance of this deed of trust, but if the rent exceeds the amount due with respect to the Obligation and the deed of trust, Grantors may retain the excess. If a default exists in payment of the Obligation or performance of this deed of trust, Lenders may exercise Lenders' rights with respect to rent under the Texas Property Code as then in effect. Lenders neither have nor assume any obligations as lessor or landlord with respect to any occupant of the Property. Lenders may exercise Lenders' rights and remedies under this paragraph without taking possession of the Property. Lenders will apply all rent collected under this paragraph as required by the Texas Property Code as then in effect, Lenders are not required to act under this paragraph, and acting under this paragraph does not waive any of Lenders' other rights or remedies.
- E.8. Interest on the debt secured by this deed of trust will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the debt.
- E.9. In no event may this deed of trust secure payment of any debt that may not lawfully be secured by a lien on real estate or create a lien otherwise prohibited by law.
 - E. 10. When the context requires, singular nouns and pronouns include the plural.
- $\it E.11.$ The term $\it Note$ includes all extensions, modifications, and renewals of the Note and all amounts secured by this deed of trust.
- E.12. Grantors warrant to Lenders and agree that the proceeds of the Note will be used primarily for business or commercial purposes and not primarily for personal, family, or household purposes.
- E.13. Grantors will furnish to Lenders or other holder of the Note annually, before taxes become delinquent, copies of tax receipts showing that all taxes on the Property have been paid. Grantors will annually furnish to Lenders or other holder of the Note evidence of current paid-up insurance naming

Lenders or other holder of the Note as an insured.

- E.14. If all or any part of the Property is sold, transferred, or conveyed without the prior written consent of Lenders or other holder of the Note, Lenders or other holder of the Note may, at their sole option, declare the outstanding principal balance of the Note plus accrued interest immediately due and payable. Lenders or other holder of the Note have no obligation to consent to any such sale or conveyance of the Property, and Lenders or other holder of the Note are entitled to condition any consent on a change in the interest rate that will thereafter apply to the Note and any other change in the terms of the Note or Deed of Trust that Lenders or other holder of the Note in their sole discretion deem appropriate. A lease for a period longer than three years, a lease with an option to purchase, or a contract for deed will be deemed to be a sale, transfer, or conveyance of the Property for purposes of this provision. Any deed under threat or order of condemnation, any conveyance solely between makers, and the passage of title by reason of death of a maker or by operation of law will not be construed as a sale or conveyance of the Property. The creation of a subordinate lien without the consent of Lenders or other holder of the Note will be construed as a sale or conveyance of the Property, but any subsequent sale under a subordinate lien to which Lenders or other holder of the Note have consented will not be construed as a sale or conveyance of the Property.
- E.15. This deed of trust binds, benefits, and may be enforced by the successors in interest of all parties.
- E.16. If Grantors and Borrowers are not the same person, the term Grantors includes Borrowers.
- E.17. Grantors and each surety, endorser, and guarantor of the Obligation waive, to the extent permitted by law, all (a) demand for payment, (b) presentation for payment, (c) notice of intention to accelerate maturity, (d) notice of acceleration of maturity, (e) protest, and (f) notice of protest.
- E.18. Grantors will have full recourse liability for repayment of the principal and interest of the Note and the performance of all covenants and agreements of Grantors in this Deed of Trust.
- *E.19.* Grantors agree to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing Lenders' rights under this deed of trust if an attorney is retained for its enforcement.
- E.20. If any provision of this deed of trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.
 - E.21. The term Lenders includes any mortgage servicer for Lenders.
- E.22. Grantors hereby grant Lenders a right of first refusal with respect to Grantors' power to authorize any third party (other than Lenders pursuant to its rights as set forth in this instrument) to pay ad valorem taxes on the Property and authorize a taxing entity to transfer its tax lien on the Property to that third party. Grantors' authorization to any third party (other than Lenders) to pay the ad valorem taxes and receive transfer of a taxing entity's lien for ad valorem taxes shall be null and void and of no force and effect unless Lenders, within ten days after receiving written notice from Grantors, fail to pay the ad valorem taxes pursuant to Lenders' rights as set forth in this instrument.
- E_123_1 Grantors represent that this deed of trust and the Note are given for the following purposes:

The debt evidenced by the Note is in part payment of the purchase price of the Property; the debt

is secured both by this deed of trust and by a vendor's lien on the Property, which is expressly retained in a deed to Grantors of even date. This deed of trust does not waive the vendor's lien, and the two liens and the rights created by this deed of trust are cumulative. Lenders may elect to foreclose either of the liens without waiving the other or may foreclose both.

Seth Blood STATE OF TEXAS COUNTY OF ANDERSON This instrument was acknowledged before me on Blood. Notary Public, State of Texas STATE OF TEXAS **COUNTY OF ANDERSON** This instrument was acknowledged before me on Jeffcoat. Notary Public, State of Texas PREPARED IN THE OFFICE OF: Michael B. Dear 919 N Mallard Palestine, TX 75801 File No: 18.0874 AFTER RECORDING RETURN TO: Michael B. Dear 919 N Mallard

Palestine, TX 75801

Exhibit "A"

Tract One:

All those certain lots, tracts or parcels of land, situated in Anderson County, Texas, being Lots 3, 4 and 5, Block 51, Original Addition, to the City of Palestine, Texas, in the Jacob Snively Survey, A-63; being also known as the Texas Land Company Addition; according to the map or plat thereof recorded in Volume A, Page 321 of the Map Records of Anderson County, Texas; and being the same land described in Deed from M.A. Davey, Sr. to Dorothy Davey Colley dated October 24, 1949, recorded in Volume 413, Page 370 of the Deed Records of Anderson County, Texas, and the same land being described in Deed from Dorothy N. Colley, et al to Jodara, Inc. a Texas Corporation, dated July 21, 1978, recorded in Volume 880, Page 515 of the Deed Records of Anderson County, Texas.

Tract Two:

All that certain lot, tract or parcel of land, situated in Anderson County, Texas, being Lot 1, Block 51, Original Addition, to the City of Palestine, Texas, in the Jacob Snively Survey, A-63; being also known as the Texas Land Company Addition; according to the map or plat thereof recorded in Volume A, Page 321 of the Map Records of Anderson County, Texas, and being the same land described as in Tract One in Deed from William Pence to Jodara, Inc. dated April 16, 2001, recorded in Volume 1666, Page 535 of the Official Public Records of Real Property of Anderson County, Texas.

Tract Three: All that certain let or parcel of land situated in Anderson County, Texas, commonly referred to as 318 West Oak and 317 West Main, Palestine, Anderson County, Texas, described as follows:

All that certain tract or parcel of land situated in Anderson County, Texas, and being Lot 2, in Block 51 of the Texas Land Company Addition to the City of Palestine, a part of the Jacob Salvely Survey, A-63 in Anderson County, Texas, described by metes and bounds as follows:

BEGINNING at the Southeast comer of Lot 1 of said Block 51, said point being located 25 feet East of the intersection of the East line or margin of Queen Street, and the North margin of Main Street;

THENCE North with the East line of said Lot No. 1 and the West line of Lot No. 2 of Block 51, 100 feet to the Northeast comer of Lot 1 and the Northwest corner of Lot 2, at a point in the South margin of Oak Street;

THENCE East with the South margin of Oak Street and with the North line of said Lot 2, 25 feet to the Northeast corner of said Lot 2 and the Northwest corner of Lot 3 of Block 51,

THENCE South with the East line of said Lot 2 and the West line of aid Lot 3, 100 feet to the Southwest corner of said Lot 3 and the Southeast corner of said Lot 2 of Block 51, at a point in the North margin of Main Street,

THENCE West with the South line of said Lot 2 and with the North margin of Main Street 25 feet to the place of beginning, and being the same land described in a Deed from William F. Murphy to Palestine Broadcasting Corporation of record in Volume 628, at Page 418 of the Deed Records of Anderson County, Texas, and also the same land described as Tract Two in a Deed from William Henry Pence to Jodara, Inc., dated April 16, 2001, of record in Volume 1666, Page 535 of the Official Public Records of Anderson County, Texas,



PROPOSAL SUBMITTED TO:

Randy J. Brown Custom Carpentry Cell Phone: (903) 922-0563

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WORK TO BE PERFORMED AT:

Proposal

PROPOSAL NO.

SHEET NO.

DATE

NAME Seth Blood	ADDRESS	
PAIRST, NP TX 75801 PHONE NO. 903- 574-4170	DATE OF PLANS ARCHITECT	
We hereby propose to furnish the materials and perform the labor necessary for the completion of Total Roof Build Remove All Fxisting roofing, wood deck & Rafters TNSTAIL 26 gauge R-Panel Metal roofing. Install New Beams and ribbion Boards. Install Joist Hanger's on All rafters. Install New Flashing around Perimiter Ribbon Board's Shart be fastened with concrete anims Remove existing a/c units from roof		
All material is guaranteed to be as specified, and the above work to be performed in completed in a substantial workmanlike manner for the sum of	accordance with the drawings and specifications submitted for above work and	
Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Per Note — this proposal may be withdrawn by us if not accepted within days.		
ACCEPTANCE OF PROPOSAL The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.		
	ture	
Date Signa	ture	

From: Christophe Trahan
To: Lisa Bowman

Subject: Fw: Notification regarding 315 W Main St bid Date: Wednesday, December 4, 2024 2:01:28 PM

Attachments: Outlook-Logo PEDC

Seth's bid declination.

Christophe Trahan
Palestine Economic Development Corporation

Office: 903-729-4100 Cell: 430-342-5262 Fax: 903-729-4500

Executive Director



From: Seth Blood <sethblood13@gmail.com> Sent: Tuesday, December 3, 2024 11:53 AM

To: Christophe Trahan <edcdirector@palestine-tx.org> **Subject:** Fwd: Notification regarding 315 W Main St bid

Sent from my iPhone

Begin forwarded message:

From: Isaiah Adams <adamshomerenovationsllc@gmail.com>

Date: December 3, 2024 at 6:54:33 AM CST

To: sethblood13@gmail.com

Subject: Re: Notification regarding 315 W Main St bid

On Mon, Dec 2, 2024 at 3:24 PM Isaiah Adams <adamshomerenovationsllc@gmail.com> wrote:

Dear Seth Blood

We are writing to inform you that, after reviewing the scope of work for the roofing project at 315 W Main St Palestine, Tx 75801, Adams Home Renovations, LLC will unfortunately be unable to submit a competitive bid for this project.

We appreciate the opportunity allowing us to be considered as a potential partner in this project, but with the project scope and our current workload wait time we cannot expect you to wait for availability.

We take great value in every client and opportunity granted to serve our community. We hope you will consider our business in the future for any construction needs as our availability arises.

Feel free to contact us if you have any questions or concerns.

Best regards,

Ronald Adams
Adams Home Renovations, LLC
(903)203-7458
708 Crockett Rd
Palestine, Tx 75801

DOWNTOWN GRANT PERFORMANCE AGREEMENT

This Downtown Grant Performance Agreement ("GRANT AGREEMENT") is executed by and between the Palestine Economic Development Corporation, a Texas Section 4B Economic Development Corporation ("PEDC"), whose address is 100 Willow Creek Pkwy. Suite A, Palestine, Texas 75801, and Seth Blood ("APPLICANT"), whose current address is 200 ACR 2312 Montalba, Texas 75853.

RECITALS

WHEREAS, the PEDC is an Economic Development Corporation, organized under the Texas Development Corporation Act of 1979, Article 5190.6, Section 4B of Vernon's Texas Civil Statutes, now Section 501 et seq. of the Texas Local Government Code (the Act), and authorized by the City of Palestine, Texas (City);

WHEREAS, the PEDC has adopted, and the City approved, a Downtown Grant Program ("GRANT PROGRAM");

WHEREAS, the APPLICANT submitted its Application dated January 7, 2025 for a Downtown Grant ("APPLICATION"); and

WHEREAS, the APPLICANT plans to make real property capital investments of Thirty-Six Thousand Two Hundred Fifty Dollars and No Cents (\$36,250.00) for the purpose of a full roof replacement at the vacant property located at 316 W. Oak St. Palestine, TX 75801 ("PROJECT"). PEDC has found that the proposed improvements of APPLICANT'S property will encourage economic development in the City and will add to the ad valorem tax rolls of the City and other local taxing entities, and the PEDC and City have approved a cash performance grant to APPLICANT that matches funds expended by APPLICANT not to exceed a grant of Twenty-Seven Thousand One Hundred Eighty-Seven Dollars and Fifty Cents (\$27,187.50) ("GRANT").

NOW, THEREFORE, in consideration of mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. APPLICANT'S OBLIGATIONS

- 1.1. The GRANT PROGRAM, APPLICATION, and APPLICATION GRANT APPROVAL are incorporated herein by reference as if specifically set forth herein.
- 1.2. APPLICANT accepts such grant subject to PEDC and City approval.
- 1.3. APPLICANT recognizes that, pursuant to the terms and provisions of Texas law, this GRANT AGREEMENT will not be valid and binding on PEDC until it is approved by the City Council of the City of Palestine, Texas.

- 1.4. APPLICANT will secure completion of the improvements in compliance within its APPLICATION, the GRANT APPLICATION APPROVAL, and the GRANT PROGRAM before October 27, 2025.
- 1.5. APPLICANT will obtain all permits required by the CITY or otherwise required by other government authorities for the improvement project.
- 1.6. PEDC, by its designated representative, shall have the right to inspect during the construction of the improvements and, following APPLICANT'S notice of completion, to evaluate APPLICANT'S compliance with the APPLICATION, the GRANT APPLICATION APPROVAL, and the GRANT PROGRAM.

2. FUNDING

- 2.1. APPLICANT will be provided with 50% of the total grant award upon execution of this GRANT AGREEMENT.
- 2.2. APPLICANT shall provide PEDC with written notification of project completion by certified mail, return receipt requested, stating that all improvements have been completed in accordance with the APPLICATION and GRANT APPLICATION APPROVAL and GRANT PROGRAM, and that full payments have been made for all labor and materials with attached payment receipts for materials and labor, required permits, inspection reports, and project photographs.
- 2.3. Upon PEDC'S receipt of APPLICANT'S notification of completion, an on-site inspection may be made by a representative or representatives of PEDC. Such inspection shall not be considered in any way as a reflection of PEDC'S approval on the quality, safety, or reliability of the improvements, such being the sole responsibility of APPLICANT.
- 2.4. Following on-site inspection, PEDC will review the findings and may request additional information if needed and then either notify the APPLICANT of compliance or identify items of non-compliance. APPLICANT shall correct the items of non-compliance within thirty (30) days of notice thereof or this GRANT AGREEMENT shall be immediately cancelled and the APPLICANT shall immediately refund of all grant monies received to date, if any.
- 2.5. Upon the PEDC board of directors making a finding of completion of the project, as per the terms of the APPLICATION, the GRANT APPLICATION APPROVAL and the GRANT AGREEMENT, payment of the remaining 50% of the total grant award will be made.

3. REPRESENTATION AND WARRANTIES

APPLICANT represents and warrants to PEDC that:

- 3.1. APPLICANT has the power and authority, corporate or otherwise, to conduct its business and to perform all of its obligations under this GRANT AGREEMENT.
- 3.2. APPLICANT'S execution, delivery, and performance of this GRANT AGREEMENT has been duly authorized by all necessary action, corporate or otherwise, and does not and will not violate any provision of any existing law, rule, regulation, contract, or lien by which APPLICANT or its property or assets is bound or affected.
- 3.3. To the best of APPLICANT'S knowledge neither it, nor any division, branch, subsidiary, or related agency of the APPLICANT, is a party to any administrative or legal proceeding that is active or threatened against the APPLICANT or APPLICANT'S officers which may result in any material adverse change in APPLICANT'S business operations or assets which may be the subject of this GRANT AGREEMENT.
- 3.4. APPLICANT represents and warrants that they are not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Government Code.
- 3.5. Information, documentation, and other material in connection with the GRANT AGREEMENT may be subject to public disclosure pursuant to Chapter 552 of the Government Code (the "<u>Public Information Act</u>"). To the extent, if any, that any provision of the Agreement is in conflict with the Public Information Act, such provision shall be void and have no force or effect.

In accordance with Section 2252.907 of the Government Code, APPLICANT is required to make any information created or exchanged with the PEDC pursuant to the GRANT AGREEMENT, regardless of contrary provisions contained herein, and not otherwise excepted from disclosure under the Public Information Act, available in a format that is accessible by the public at no additional charge to the PEDC.

- 3.6. *No Indemnification by the PEDC*. APPLICANT and the PEDC expressly acknowledge that the PEDC'S authority to indemnify and hold harmless any third party is governed by Article XI, Section 7, of the Texas Constitution and any provision that purports to require indemnification by the PEDC is invalid. Nothing in this GRANT AGREEMENT requires that the PEDC incur debt, assess or collect funds, or create a sinking fund.
- 3.7. APPLICANT is aware of the limitations imposed on this GRANT and the use of funds by law and acknowledges that the funds herein granted shall be utilized solely for purposes authorized under law and by the terms of this GRANT AGREEMENT. In the event that an audit determines that the financial incentives granted under this GRANT AGREEMENT were not used for proper purposes, APPLICANT agrees to reimburse PEDC for the sums of money spent for purposes not authorized by law or this GRANT AGREEMENT, with interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the City) as its prime or base commercial lending

rate. The payment of interest shall be from the date that the money was spent for purposes not authorized by law or this GRANT AGREEMENT.

- 3.8. APPLICANT does not and will not knowingly employ an undocumented worker, as that term is defined by Tex. Gov't. Code Sec. 2264.001, directly or indirectly through a contractor or subcontractor. If, after receiving the funds herein granted, APPLICANT is convicted of a violation under 8 U.S.C. § 1324a(t), APPLICANT shall repay the amount of the grant paid by PEDC to APPLICANT with interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the City) as its prime or base commercial lending rate. The payment of interest shall be, no later than 120 days after the date that APPLICANT receives notification of such a violation.
- 3.9. APPLICANT shall fully comply with all local, state and federal laws applicable or otherwise implicated by APPLICANT'S receipt of funds under this GRANT PROGRAM, which includes but is not limited to APPLICANT'S compliance with Title VII, Civil Rights Act of 1964, as amended, the Texas Labor Code, the Drug Free Workplace Act of 1988, and the Americans with Disabilities Act, as well as APPLICANT'S refraining from discrimination of persons based on race, color, religion, sex (including pregnancy, childbirth, and related medical conditions; sexual orientation), national origin, disability, age, citizenship status, genetic information, political affiliation or participation in civil rights activities. Furthermore, while the City of Palestine fully supports the exercise of freedom of speech, the City of Palestine will not financially support or fund projects that incorporate or promote ideas of hate or which are intended to vilify, humiliate, or incite hatred against a group or a class of persons on the basis of race, religion, skin color, sexual identity, gender identity, ethnicity, disability or national origin.
- 3.10. APPLICANT will use all commercially reasonable efforts to continue operations in Palestine, Anderson County, Texas.
- 3.11. APPLICANT shall timely pay all ad valorem taxes due and owed by it to the CITY and all other taxing authorities having jurisdiction over the APPLICANT'S property. APPLICANT shall also timely pay any and all water and sewer bills owed to the CITY. In addition, APPLICANT shall timely pay all employment, income, franchise, and other taxes owed by it to all local, state, and federal government entities.
- 3.12. APPLICANT shall properly notify the Anderson County Appraisal District of all capital improvements, personal property, and equipment and shall list the City of Palestine as the taxable situs of all capital improvements, personal property, and equipment located on the property.
- 3.13. If APPLICANT'S operations, past or present, cause the CITY or PEDC to be fined by any governmental entity, this AGREEMENT shall terminate immediately and the PEDC will have no further obligations under this GRANT AGREEMENT and APPLICANT shall immediately repay the CITY or PEDC for such fines, penalties, and expenses within thirty (30) days.

3.14. If the business property, that being <u>316 W. Oak St., Palestine, Texas 75801</u>, is sold, conveyed, or utilized for a purpose not originally intended by the GRANT APPLICATION within one year of grant funding being awarded to APPLICANT, APPLICANT shall be required to reimburse the PEDC immediately for the full amount of the grant.

4. REMEDIES

- 4.1. Upon default, the non-defaulting party shall have the right to seek any remedy available in law or equity including, termination of this GRANT AGREEMENT, recovery of GRANT funds, and pre-judgment and post-judgment interest at the rate provided by law or as otherwise provided by this GRANT AGREEMENT (whichever is greater).
- 4.2 **Attorney's Fees.** Except as otherwise expressly provided herein, each party shall bear its own costs and attorney's fees in connection with this Agreement, including any dispute relating thereto.

5. MISCELLANEOUS PROVISIONS

- 5.1. All representations, warranties, covenants, and agreements, as well as rights and benefits for the parties to this GRANT AGREEMENT shall survive the payment of grant funds to APPLICANT.
- 5.2. This GRANT AGREEMENT may not be assigned by APPLICANT without the prior written consent of PEDC. No such assignment shall relieve APPLICANT of any of its obligations under this GRANT AGREEMENT.
- 5.3. The GRANT AGREEMENT may not be amended, modified, altered, or changed unless in writing, signed by both parties to this GRANT AGREEMENT and approved by the City of Palestine.
- 5.4. APPLICANT SHALL INDEMNIFY AND HOLD THE PEDC, ITS EMPLOYEES, AND ITS AGENTS HARMLESS FOR ANY DAMAGES, BOTH PERSONAL AND PROPERTY, WHICH MAY RESULT DIRECTLY OR INDIRECTLY FROM ANY INCIDENT ASSOCIATED WITH PROJECT BOTH DURING AND AFTER CONSTRUCTION, AND THAT PEDC, ITS EMPLOYEES, AND ITS AGENTS SHALL NOT BE LIABLE FOR ANY DEBTS INCURRED IN ASSOCIATION WITH THE EXECUTION AND COMPLETION OF THE SUBJECT PROJECT OF THIS APPLICATION.

PEDC, ITS EMPLOYEES, AND ITS AGENTS, DO NOT ATTEST TO THE QUALITY, SAFETY, OR CONSTRUCTION OF A PROJECT ELIGIBLE FOR, OR RECEIVING GRANT FUNDING. THEREFORE, PEDC, ITS EMPLOYEES AND AGENTS SHALL BE HELD HARMLESS BY THE APPLICANT FOR ANY PROJECT WHOSE APPLICATION HAS BEEN APPROVED OR HAS RECEIVED ACTUAL GRANT FUNDING.

- 5.5. **Severability.** In the event of any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporations, or circumstance, shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity, or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the application, validity, or constitutionality of the remaining parts of this Agreement shall not be affected thereby.
- 5.6. This GRANT AGREEMENT shall be binding upon an inure to the benefit of the parties and their respective heirs, administrators, and assigns.
- 5.7. No failure or delay on the part of the PEDC in exercising any right, power, or exercise hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No notice to or demand on APPLICANT in any case shall entitle APPLICANT to any other or further notice or demand in similar or other circumstances.
- 5.8. All notices, consents, requests, demands, and other communication hereunder shall be in writing and shall be deemed to have been duly given to the party hereto if mailed by certified mail, prepaid, to the APPLICANT'S address shown above as first written.
- 5.9. Time is of the essence of this agreement.
- 5.10. Neither party will be liable for delays or failure in its performance hereunder to the extent that such delay or failure is caused by acts of God, war, terrorism, or threats of terrorism, natural disaster, strike, lockout, labor dispute, work stoppage, fire, third-party criminal act, quarantine restriction, epidemic, pandemic, act of government, or other events outside of the reasonable control of a party (a "Force Majeure Event"); provided that the delayed party took reasonable precaution to prevent the impact of the Force Majeure Event.
- 5.11. This GRANT AGREEMENT shall be deemed a contract made under the laws of the State of Texas and for all purposes shall be construed in accordance with the Laws of said State. The venue shall be in Anderson County, Texas.
- 5.12. The providing of this GRANT AGREEMENT by PEDC to APPLICANT by any means of delivery constitutes an offer by PEDC to APPLICANT to accept this GRANT AGREEMENT on the terms and conditions contained therein, subject to approval by the City of Palestine City Council. If APPLICANT has not accepted the offer by ninety (90) days from the date approved by the City Council of the City of Palestine, Texas, the offer will lapse, and the offer and this GRANT AGREEMENT shall become null and void.

6. TERM

6.1. This GRANT AGREEMENT shall be effective on the date of the last signature below. The GRANT AGREEMENT shall terminate one year from the date that the PEDC board of directors

makes a finding of completion of the project pursuant to Section 2.5 of this GRANT AGREEMENT or earlier as otherwise terminated according to the provisions of this GRANT AGREEMENT.

AGREED and **SIGNED** to be effective as of the Effective Date.

For the Applicant(s): Seth Blood	
BySeth Blood, Building Owner	_ Date
For the PEDC: Palestine Economic Development	Corporation
By	
APPROVED: City of Palestine, Texas	
By	_ Date
Mitchell Jordan, Mayor	

APPLICATION TO PALESTINE ECONOMIC DEVELOPMENT CORPORATION DOWNTOWN GRANT PROGRAM

	k mer
1.	Applicant/Applicants name(s): 1. Hugh Summers
2.	Type of grant(s) being requested:
	First Time Applicant
	☐ Recurring Applicant
3.	Applicants contact Information.
a.	Phone 903 - 724 - 5800
b.	Fax
c.	Email hugh pics agmall-com
4.	Physical address of property for which grant is being requested
	III W. Spring St. Palestine 1x 75801
5.	Is the property in the Palestine Main Street Overlay District? ☐ Yes □ No
	(Properties must be in the Main Street Overlay District to qualify for the PEDC Downtown Grant.)
6.	Is the property in the Palestine Historic Overlay District?
	(Historic district overlays can be found on the map at https://downtowntx.org/palestine-texas)
7.	What is the Zoning for the property?
7	(Zoning information can be found at cityofpalestinetx.com)
√8.	Is the property in the National Register's Palestine New Town Commercial Historic District?
	(Historic District information can be found at https://atlas.thc.tex.as.gov/NR/pdfs/100007058/100007058.pdf)
9.	Is it a Contributing property? Yes No (Map on page 86^)
10.	Is the property individually listed on the National Register of Historic Places?
11.	Is the property a designated Palestine Historical Landmark? Yes No
12.	Does this project contribute to the Rehabilitation or Stabilization of a Vacant or Blighted Building?
	□ Yes □ No
	Current occupancy type OFfice Occupancy type upon project completion OFFice
14.	Please provide the total square footage of the property: 2500 sq ft
15.	Is this a mixed-use (commercial & residential) property?
	□ Yes ØNo
If so, pl	ease provide a breakdown of the square footage of the property based on current use:
Comme	rcial: 2500 sq ft
Residen	tial:sq ft
	No. of Stories:
17.	Business name, if applicable A. Hugh Summers, Attorney
18.	Mailing address III W Spring St

□ Partnership □ Corporation □ Other Please provide applicable business documentation such as DBA, Partnership Agreement, Corporate Charter, etc 20. Please provide a brief description of business activity. Attorney ○ Sfice ** Non Profit work 21. Is this property owned or leased by Applicant? © Owned, please provide proof of ownership. □ Leased, please provide a copy of the lease agreement. Name of Lessor Address of Lessor	19. This business is a
Corporation Other Please provide applicable business documentation such as DBA, Partnership Agreement, Corporate Charter, etc 20. Please provide a brief description of business activity. Attowney OSSice & Non Prossit work 21. Is this property owned or leased by Applicant? Owned, please provide proof of ownership. Leased, please provide a copy of the lease agreement. Name of Lessor Lessor Contact: phone email 22. Date business established in Palestine, TX, if applicable Number of new employees, if applicable Number of new employees, if applicable Number of new employees, if applicable	Sole proprietorship
Please provide applicable business documentation such as DBA, Partnership Agreement, Corporate Charter, etc 20. Please provide a brief description of business activity. Attorney OSSice Don Prosit work 21. Is this property owned or leased by Applicant? © Owned, please provide proof of ownership. □ Leased, please provide a copy of the lease agreement. Name of Lessor Address of Lessor Lessor Contact: phone	☐ Partnership
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20. Please provide a brief description of business activity. Attorney office & Non Profit work 21. Is this property owned or leased by Applicant? © Owned, please provide proof of ownership. © Leased, please provide a copy of the lease agreement. Name of Lessor Address of Lessor Lessor Contact: phone	□ Other
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Attorney office \$ Non Profit work 21. Is this property owned or leased by Applicant? © Owned, please provide proof of ownership. □ Leased, please provide a copy of the lease agreement. Name of Lessor Address of Lessor Lessor Contact: phone email 22. Date business established in Palestine, TX, if applicable Number of new employees, if applicable 23. Number of employees, if applicable Number of new employees, if applicable	etc
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21. Is this property owned or leased by Applicant? Owned, please provide proof of ownership. Leased, please provide a copy of the lease agreement. Name of Lessor Address of Lessor Lessor Contact: phone	Attorney Office & Non Profit work
21. Is this property owned or leased by Applicant? Owned, please provide proof of ownership. Leased, please provide a copy of the lease agreement. Name of Lessor Address of Lessor Lessor Contact: phone	
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Leased, please provide a copy of the lease agreement. Name of Lessor Address of Lessor Lessor Contact: phoneemail 22. Date business established in Palestine, TX, if applicable Number of new employees, if applicable	21. Is this property owned or leased by Applicant?
Address of Lessor Lessor Contact: phone email 22. Date business established in Palestine, TX, if applicable Number of new employees, if applicable	M Owned, please provide proof of ownership.
Address of Lessor Lessor Contact: phoneemail 22. Date business established in Palestine, TX, if applicable Number of new employees, if applicable	☐ Leased, please provide a copy of the lease agreement.
Lessor Contact: phoneemail	Name of Lessor
 22. Date business established in Palestine, TX, if applicable 1973 23. Number of employees, if applicable 2 Number of new employees, if applicable 2 24. Please provide a description of the proposed project: 	Address of Lessor
23. Number of employees, if applicable Number of new employees, if applicable24. Please provide a description of the proposed project:	Lessor Contact: phone email
23. Number of employees, if applicable Number of new employees, if applicable24. Please provide a description of the proposed project:	22. Date business established in Palestine, TX, if applicable 1973
	23. Number of employees, if applicable Number of new employees, if applicable
replace 2 worn out Cooling & heating units	
	replace 2 worn out Cooling & heating units

25. Proposed scope of work (Check all that apply):

Façade/Exterior	Walls:		
☐ TOTA	AL/MAJOR RESTORATION or PARTIAL RESTORATION OR MAINTENANCE		
Including:	☐ Slipcover Removal ☐ Door(s) ☐ Window(s) ☐ Brick/Mortar ☐ Awning		
	☐ Weatherproofing/Sealing ☐ Power Wash/Cleaning ☐ Trim Paint ☐ Wall Paint*		
	☐ Other		
Critical Building	g Components:		
□ REP	LACEMENT OR MAJOR REPAIR or MINOR REPAIR OR MAINTENANCE		
Including:	☐ Foundation ☐ Exterior Wall System ☐ Roof		
	☐ Plumbing ☐ Gas System ☐ Electrical ☐ Air Conditioning/Heat		
	□ Other		
Other Building	Components:		
□ NEW	/ INSTALLATION or □ MAJOR REPAIR OR REPLACEMENT		
Including:	☐ Awning/Canopy (no signage) ☐ Grease Trap ☐ Dumpster Enclosure		
	☐ Fire Protection/Suppression ☐ Elevator/Lift (for any use) ☐ Ramp/Stairs		
	☐ Interior Painting		
	☐ Other		
Business/Proper			
□ NEV	SIGN/SIGNAGE PACKAGE or □ RESTORATION OF A HISTORIC SIGN		
Texas Accessibi	lity Standards (TAS) Upgrades:		
☐ Removal	of Architectural Barriers to provide accessible routes throughout buildings and facilities by replacement or		
modification	to items such as doors, doorways, gates, ramps, curb ramps, elevators, platform lifts, etc.		
☐ Provision	of Communication and Signage that conveys information or instructions that is accessible and usable by		
people with	disabilities, especially those with visual or hearing impairments. Examples include fire alarm systems with		
specified vi	sual and tonal signals, signs with Braille and raised letters, assistive listening systems, etc.		
☐ Renovation of Facilities and Amenities to include elements and features that provide services or convenience to users			
or visitors with disabilities, especially those with mobility or dexterity impairments. Examples include kitchens,			
kitchenettes, sinks, toilet facilities, bathing facilities, washing machines, clothes dryers, drinking fountains, dining			
surfaces, work surfaces, storage, etc.			
☐ Technolo	☐ Technology and Digital Accessibility Upgrades to elements and features of buildings and facilities that involve the		
use of electr	use of electronic devices or systems to access information or services. Examples of technology and digital accessibility		
include fire	include fire alarm systems, telephones, assistive listening systems, automatic teller machines (ATMs), fare machines,		
two-way communication systems, etc.			
□ Other Me	odifications to the design, installation, and operation of elements and features to be accessible and usable by		
people with	people with disabilities, especially those with specific or unique needs or preferences, such as a clear floor or ground		
space, reach	ranges, operable parts, seats, etc.		

- 26. Amount of grant funds requested 9,375.00 or max allowed up to total (Total possible funding per grant application is \$75,000 maximum)
 27. Total projected cost of project 12,500.00
 28. Estimated start date of project January 31, 2025
 29. Estimated completion date of project February 14, 2025
 30. Please provide competitive cost estimates (bids) for each different scope of work from a minimum of two (2)
- 30. Please provide competitive cost estimates (bids) for each different scope of work from a minimum of two (2) licensed and bonded contractors or suppliers. Detailed cost estimates, including material types, paint color samples and finishes are required. If two cost estimates are unable to be obtained, a written declination to bid by a licensed and bonded contractor may be considered as a substitute for one of the required estimates.
- 31. Please provide any additional information which would further help describe this project, including paint color and chips, photographs, rendering of design, specifications, and other material to describe your project
- 32. Please attach photos of existing conditions.
- 33. Please provide any additional information you believe to be important concerning this grant application.
- 34. I (we) the undersigned do hereby acknowledge, certify, and agree:
- A. Prior to the submission of this application, a copy of the Palestine Economic Development Corporation Downtown Grant Program Guidelines has been obtained, reviewed, and clearly understood and is incorporated as part of the Application.
- B. The submission of this Application does not create any property, contract or other legal rights in any person or entity that obligates the PEDC to provide grant funding.
- C. Applicant certifies that it, the company, its branches, divisions, and departments do not and will not knowingly employ an "undocumented worker" as that term is defined by the Program Guidelines. Applicant will repay the total amount of the grant amounts received with interest if the company is convicted of a violation under 8 U.S.C. Section 1324a. Repayment will be due no later than the 120th day after the date PEDC notifies the Applicant of the violation or as otherwise provided in the Grant Agreement.
- D. Improvements will not commence prior to having received written approval for a grant from PEDC, execution of a Grant Agreement and approval of the City of Palestine City Council if necessary. The PEDC Board has the authority to consider grants in amounts of less than \$10,000 without requiring final approval from the City of Palestine City Council.
- E. Applicant(s) do not currently have outstanding or otherwise delinquent financial obligations to PEDC or the City of Palestine such as liens, court fines, city utility bills, sales tax, or property taxes. Further, applicant is not currently a party to a pending or active lawsuit against PEDC or the City of Palestine.
- F. Applicant(s) must obtain all applicable permits related to the improvement project prior to commencement.
- G. Applicant(s) certify that all attached estimates have been obtained from independent, qualified contractors, who are in no way affiliated or related to the applicant or competing bidder.
- H. This Application and all statements therein are true and correct, and it is executed under penalties of perjury.

Signed this the 19 day of Dec	,20 24	
Applicant a Hyl bumo	Applicant A. 1-1 ug /	SUMMERS

[TO BE COMPLETED BY DEVELOPMENT SERVICES]

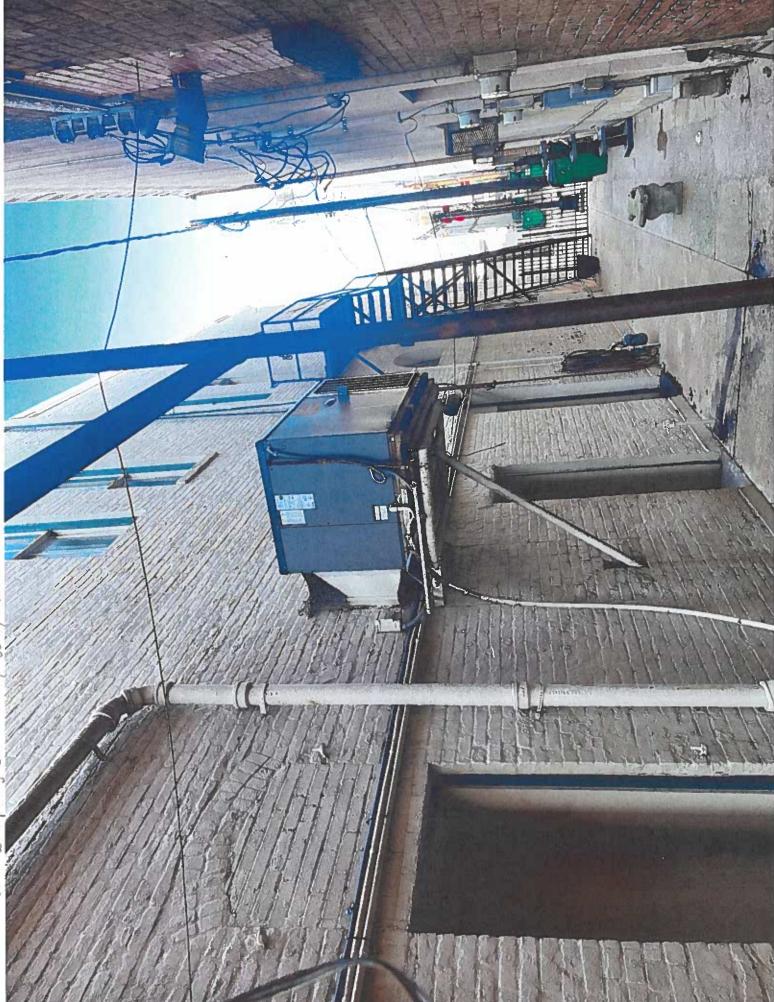
Based o	sased on the project information provided with this application and the research documented above, at a minimum the		
project v	will require the following from Development Services:		
	No further municipal approvals		
NA	Pre-Development Meeting - Recommended	Date Scheduled	
/	Certificate of Appropriateness from HLC	Date Received	
NA	Historic Landmark Commission (HLC) Hearing	Date Scheduled	
NA	Sign Permit Application		
NIA	Main Street Advisory Board Review	Date Scheduled	
NA	Specific Use Permit Application		
NA	Zoning Change Application		
NA	Planning & Zoning Commission Hearing	Date Scheduled	
NA	City Council Meeting to Approve Specific Use Permit	Date Scheduled	
NIA	Procedure for Commercial New Construction and Additions w	rith Building Permit	
100	(Refer to checklist from Development Services for complete li	st of documents required)	
NA			
	(Refer to checklist from Development Services for complete list of documents required)		
✓	Multi-Trade Subcontractor Permit Application (electrical, plumbing, mechanical)		
NIA	Water and Sewer Tap Application		
NIA	Health Department Plan Review and Inspection		
	Fire Inspection		
	Public Works & Utilities Inspection		
V	Building Inspection - tradesman will call for	inspection	
NA	Clean and Show Application		
NA	Certificate of Occupancy Application		
Approval of HPO or Interim Director of Development Services:			
Susan Causo Date: 1/4/2005			
Approval of Mainstreet District Coordinator:			
11/0	Date:	1/6/2025	
'			

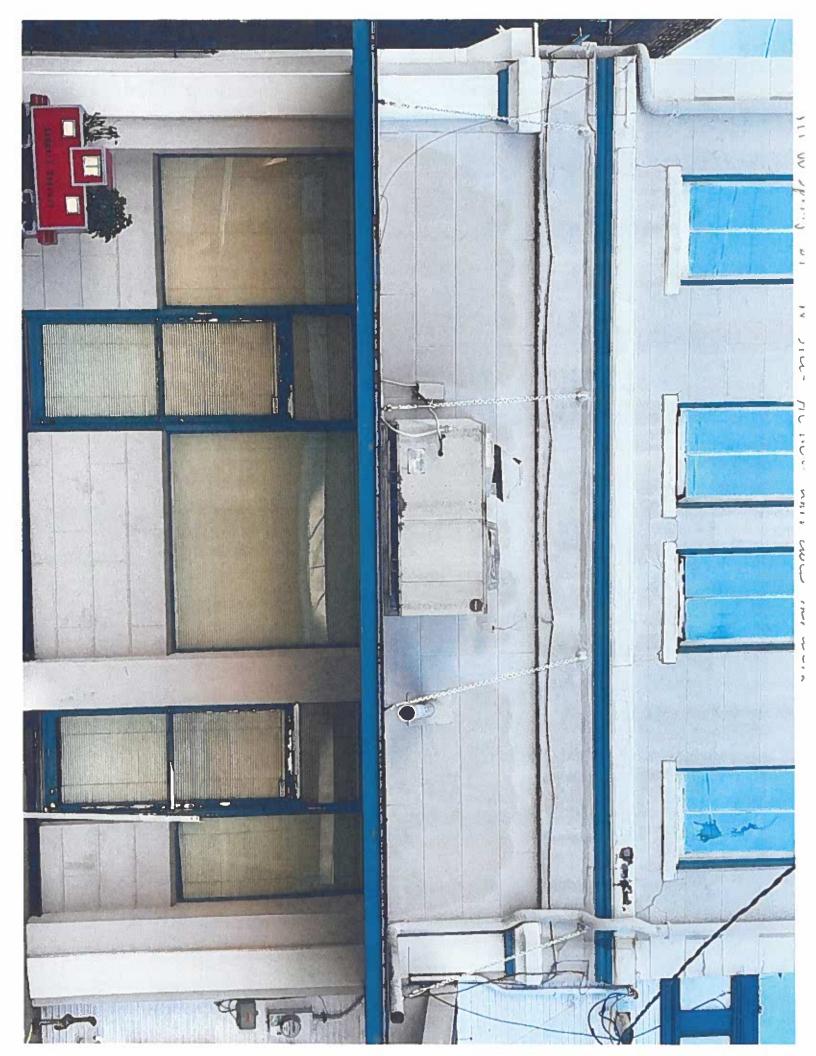
Note: Any changes to the project scope after the date indicated above will require review by the HPO or Director of Development Services!



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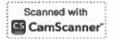






Palestine, Texas 75801 TACLB005970C (903) 729-5634





Paul Martine Palestine Air & Heat, LLC

1919 W. Oak St. Palestine, TX 75801 (903) 729-3513

December 23, 2024

Bid for Hugh Summers

Equipment for 111 W Spring Street (office), the price would be for two three ton Lennox gas heating units, the cost would be \$21,074.11.

Equipment for 306 N Sycamore, price would be for three five ton gas heat Lennox units, the cost would be \$39,173.29

All Bids are good for 30 days

This bid includes all materials, taxes and labor to complete job.

Please feel free to call me with any questions you may have.

Sincerely, and many thanks,

Paul Martine

- 111 W Spring SY

HS:bj:2

12/19/86

Bill of Sale

Partners.S&S

Page 1

LAND RECORDS VOL 1147 PASE 646

WARRANTY DEED

99422

THE STATE OF TEXAS | COUNTY OF ANDERSON |

KNOW ALL MEN BY THESE PRESENTS:

THAT ALFRED H. SUMMERS and wife. ESTILL L. SUMMERS of the County of Anderson and State of Texas, herein called "Grantor" (whether one or more), for and in consideration of the following:

The sum of TEX AND NO/100 DOLLARS (\$10.00) and other good and valuable cash consideration to Grantor paid by Grantee herein named, the receipt of which is hereby acknowledged and for which no lien, expressed or implied, is retained or shall exist; HAS GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto A. HUGH SUMMERS, P. O. Box 1309, of the County of Anderson, State of Texas herein called "Grantee" (whether one or more) subject to the reservations and exceptions hereinafter made, the following described property in Anderson County, Texas, to-wit:

All of Grantors' interest, being an undivided one-half (1'2) interest. In and to all that certain Lot #10, in Block 163 of the City of Palestine in Anderson County, Texas, according to the Plat or Map of said City, and being the same property described in a Deed from Mac Buic Johnson to Harry W. Buic. dated December 15, 1959, recorded in Volume 602, Page 389. Deed Records of Anderson County, Texas, and being the same property described in a Warranty Deed from Alfred H. Summers to A. Hugh Summers, dated January 1, 1980, recorded in Volume 936, Page 826, Deed Records, Anderson County, Texas, together with all improvements thereon situated.

This conveyance is made and accepted subject to all prior restrictions, reservations, mineral reservations, mineral severances, easements and exceptions of record in the County Clerk's office of Anderson County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, Grantee's heirs and assigns forever; and Grantor does hereby bind Grantor, Grantor's heirs, executors and administrators to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto the said Grantee, Grantee's heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

VII 1147ms: 647

HS:bj:2

12/12/86

Summers & Summers

Partners.S&S

DATED this the 2 day of December, 1986.

THE STATE OF TEXAS I

COUNTY OF ANDERSON |

This instrument was acknowledged before me on the $\frac{21}{2}$ day of December, 1986 by ALFRED H. SUMMERS and wife, ESTILL L. SUMMERS.

My Commission Expires:

(Printed Name of Notary)

DOWNTOWN GRANT PERFORMANCE AGREEMENT

This Downtown Grant Performance Agreement ("GRANT AGREEMENT") is executed by and between the Palestine Economic Development Corporation, a Texas Section 4B Economic Development Corporation ("PEDC"), whose address is 100 Willow Creek Pkwy. Suite A, Palestine, Texas 75801, and A. Hugh Summers ("APPLICANT"), whose current address is 111 West Spring Street, Palestine, Texas 75801.

RECITALS

WHEREAS, the PEDC is an Economic Development Corporation, organized under the Texas Development Corporation Act of 1979, Article 5190.6, Section 4B of Vernon's Texas Civil Statutes, now Section 501 et seq. of the Texas Local Government Code (the Act), and authorized by the City of Palestine, Texas (City);

WHEREAS, the PEDC has adopted, and the City approved, a Downtown Grant Program ("GRANT PROGRAM");

WHEREAS, according to the GRANT PROGRAM approved by the City and in accordance with Texas Local Government Code Section 505.158, the PEDC Board has the authority to consider grants in amounts of less than \$10,000 without requiring final approval from the City of Palestine City Council;

WHEREAS, the APPLICANT submitted its Application dated December 19, 2024 for a Downtown Grant ("APPLICATION"); and

WHEREAS, the APPLICANT plans to make real property capital investments of Twelve Thousand Five Hundred Dollars and No Cents (\$12.500.00) for the purpose of replacing two HVAC units at the office property of A. Hugh Summers, that being 111 W. Spring St. Palestine, TX 75801 ("PROJECT"). PEDC has found that the proposed improvements of APPLICANT'S property will encourage economic development in the City and will add to the ad valorem tax rolls of the City and other local taxing entities, and the PEDC has approved a cash performance grant to APPLICANT that matches funds expended by APPLICANT not to exceed a grant of Eighteen Thousand Seven Hundred Fifty Dollars and No Cents (\$9.375.00) ("GRANT").

NOW, THEREFORE, in consideration of mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. APPLICANT'S OBLIGATIONS

1.1. The GRANT PROGRAM, APPLICATION, and APPLICATION GRANT APPROVAL are incorporated herein by reference as if specifically set forth herein.

- 1.2. APPLICANT accepts such grant subject to approval by the PEDC Board of Directors.
- 1.3. APPLICANT recognizes that, pursuant to the terms and provisions of Texas law, this GRANT AGREEMENT will not be valid and binding on PEDC until it is approved by the PEDC Board of Directors.
- 1.4. APPLICANT will secure completion of the improvements in compliance within its APPLICATION, the GRANT APPLICATION APPROVAL, and the GRANT PROGRAM before October 27, 2025.
- 1.5. APPLICANT will obtain all permits required by the CITY or otherwise required by other government authorities for the improvement project.
- 1.6. PEDC, by its designated representative, shall have the right to inspect during the construction of the improvements and, following APPLICANT'S notice of completion, to evaluate APPLICANT'S compliance with the APPLICATION, the GRANT APPLICATION APPROVAL, and the GRANT PROGRAM.

2. FUNDING

- 2.1. APPLICANT will be provided with 50% of the total grant award upon execution of this GRANT AGREEMENT.
- 2.2. APPLICANT shall provide PEDC with written notification of project completion by certified mail, return receipt requested, stating that all improvements have been completed in accordance with the APPLICATION and GRANT APPLICATION APPROVAL and GRANT PROGRAM, and that full payments have been made for all labor and materials with attached payment receipts for materials and labor, required permits, inspection reports, and project photographs.
- 2.3. Upon PEDC'S receipt of APPLICANT'S notification of completion, an on-site inspection may be made by a representative or representatives of PEDC. Such inspection shall not be considered in any way as a reflection of PEDC'S approval on the quality, safety, or reliability of the improvements, such being the sole responsibility of APPLICANT.
- 2.4. Following on-site inspection, PEDC will review the findings and may request additional information if needed and then either notify the APPLICANT of compliance or identify items of non-compliance. APPLICANT shall correct the items of non-compliance within thirty (30) days of notice thereof or this GRANT AGREEMENT shall be immediately cancelled and the APPLICANT shall immediately refund of all grant monies received to date, if any.
- 2.5. Upon the PEDC board of directors making a finding of completion of the project, as per the terms of the APPLICATION, the GRANT APPLICATION APPROVAL and the GRANT AGREEMENT, payment of the remaining 50% of the total grant award will be made.

3. REPRESENTATION AND WARRANTIES

APPLICANT represents and warrants to PEDC that:

- 3.1. APPLICANT has the power and authority, corporate or otherwise, to conduct its business and to perform all of its obligations under this GRANT AGREEMENT.
- 3.2. APPLICANT'S execution, delivery, and performance of this GRANT AGREEMENT has been duly authorized by all necessary action, corporate or otherwise, and does not and will not violate any provision of any existing law, rule, regulation, contract, or lien by which APPLICANT or its property or assets is bound or affected.
- 3.3. To the best of APPLICANT'S knowledge neither it, nor any division, branch, subsidiary, or related agency of the APPLICANT, is a party to any administrative or legal proceeding that is active or threatened against the APPLICANT or APPLICANT'S officers which may result in any material adverse change in APPLICANT'S business operations or assets which may be the subject of this GRANT AGREEMENT.
- 3.4. APPLICANT represents and warrants that they are not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Government Code.
- 3.5. Information, documentation, and other material in connection with the GRANT AGREEMENT may be subject to public disclosure pursuant to Chapter 552 of the Government Code (the "Public Information Act"). To the extent, if any, that any provision of the Agreement is in conflict with the Public Information Act, such provision shall be void and have no force or effect.

In accordance with Section 2252.907 of the Government Code, APPLICANT is required to make any information created or exchanged with the PEDC pursuant to the GRANT AGREEMENT, regardless of contrary provisions contained herein, and not otherwise excepted from disclosure under the Public Information Act, available in a format that is accessible by the public at no additional charge to the PEDC.

- 3.6. *No Indemnification by the PEDC*. APPLICANT and the PEDC expressly acknowledge that the PEDC'S authority to indemnify and hold harmless any third party is governed by Article XI, Section 7, of the Texas Constitution and any provision that purports to require indemnification by the PEDC is invalid. Nothing in this GRANT AGREEMENT requires that the PEDC incur debt, assess or collect funds, or create a sinking fund.
- 3.7. APPLICANT is aware of the limitations imposed on this GRANT and the use of funds by law and acknowledges that the funds herein granted shall be utilized solely for purposes authorized under law and by the terms of this GRANT AGREEMENT. In the event that an audit determines that the financial incentives granted under this GRANT AGREEMENT were not used for proper purposes, APPLICANT agrees to reimburse PEDC for the sums of money spent for purposes not authorized by law or this GRANT AGREEMENT, with interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate,

or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the City) as its prime or base commercial lending rate. The payment of interest shall be from the date that the money was spent for purposes not authorized by law or this GRANT AGREEMENT.

- 3.8. APPLICANT does not and will not knowingly employ an undocumented worker, as that term is defined by Tex. Gov't. Code Sec. 2264.001, directly or indirectly through a contractor or subcontractor. If, after receiving the funds herein granted, APPLICANT is convicted of a violation under 8 U.S.C. § 1324a(t), APPLICANT shall repay the amount of the grant paid by PEDC to APPLICANT with interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the City) as its prime or base commercial lending rate. The payment of interest shall be, no later than 120 days after the date that APPLICANT receives notification of such a violation.
- 3.9. APPLICANT shall fully comply with all local, state and federal laws applicable or otherwise implicated by APPLICANT'S receipt of funds under this GRANT PROGRAM, which includes but is not limited to APPLICANT'S compliance with Title VII, Civil Rights Act of 1964, as amended, the Texas Labor Code, the Drug Free Workplace Act of 1988, and the Americans with Disabilities Act, as well as APPLICANT'S refraining from discrimination of persons based on race, color, religion, sex (including pregnancy, childbirth, and related medical conditions; sexual orientation), national origin, disability, age, citizenship status, genetic information, political affiliation or participation in civil rights activities. Furthermore, while the City of Palestine fully supports the exercise of freedom of speech, the City of Palestine will not financially support or fund projects that incorporate or promote ideas of hate or which are intended to vilify, humiliate, or incite hatred against a group or a class of persons on the basis of race, religion, skin color, sexual identity, gender identity, ethnicity, disability or national origin.
- 3.10. APPLICANT will use all commercially reasonable efforts to continue operations in Palestine, Anderson County, Texas.
- 3.11. APPLICANT shall timely pay all ad valorem taxes due and owed by it to the CITY and all other taxing authorities having jurisdiction over the APPLICANT'S property. APPLICANT shall also timely pay any and all water and sewer bills owed to the CITY. In addition, APPLICANT shall timely pay all employment, income, franchise, and other taxes owed by it to all local, state, and federal government entities.
- 3.12. APPLICANT shall properly notify the Anderson County Appraisal District of all capital improvements, personal property, and equipment and shall list the City of Palestine as the taxable situs of all capital improvements, personal property, and equipment located on the property.
- 3.13. If APPLICANT'S operations, past or present, cause the CITY or PEDC to be fined by any governmental entity, this AGREEMENT shall terminate immediately and the PEDC will have

no further obligations under this GRANT AGREEMENT and APPLICANT shall immediately repay the CITY or PEDC for such fines, penalties, and expenses within thirty (30) days.

3.14. If the business property, that being 111 W. Spring St., Palestine, Texas 75801, is sold, conveyed, or utilized for a purpose not originally intended by the GRANT APPLICATION within one year of grant funding being awarded to APPLICANT, APPLICANT shall be required to reimburse the PEDC immediately for the full amount of the grant.

4. REMEDIES

- 4.1. Upon default, the non-defaulting party shall have the right to seek any remedy available in law or equity including, termination of this GRANT AGREEMENT, recovery of GRANT funds, and pre-judgment and post-judgment interest at the rate provided by law or as otherwise provided by this GRANT AGREEMENT (whichever is greater).
- 4.2 **Attorney's Fees.** Except as otherwise expressly provided herein, each party shall bear its own costs and attorney's fees in connection with this Agreement, including any dispute relating thereto.

5. MISCELLANEOUS PROVISIONS

- 5.1. All representations, warranties, covenants, and agreements, as well as rights and benefits for the parties to this GRANT AGREEMENT shall survive the payment of grant funds to APPLICANT.
- 5.2. This GRANT AGREEMENT may not be assigned by APPLICANT without the prior written consent of PEDC. No such assignment shall relieve APPLICANT of any of its obligations under this GRANT AGREEMENT.
- 5.3. The GRANT AGREEMENT may not be amended, modified, altered, or changed unless in writing, signed by both parties to this GRANT AGREEMENT..
- 5.4. APPLICANT SHALL INDEMNIFY AND HOLD THE PEDC, ITS EMPLOYEES, AND ITS AGENTS HARMLESS FOR ANY DAMAGES, BOTH PERSONAL AND PROPERTY, WHICH MAY RESULT DIRECTLY OR INDIRECTLY FROM ANY INCIDENT ASSOCIATED WITH PROJECT BOTH DURING AND AFTER CONSTRUCTION, AND THAT PEDC, ITS EMPLOYEES, AND ITS AGENTS SHALL NOT BE LIABLE FOR ANY DEBTS INCURRED IN ASSOCIATION WITH THE EXECUTION AND COMPLETION OF THE SUBJECT PROJECT OF THIS APPLICATION.

PEDC, ITS EMPLOYEES, AND ITS AGENTS, DO NOT ATTEST TO THE QUALITY, SAFETY, OR CONSTRUCTION OF A PROJECT ELIGIBLE FOR, OR RECEIVING GRANT FUNDING. THEREFORE, PEDC, ITS EMPLOYEES AND AGENTS SHALL BE HELD HARMLESS BY THE APPLICANT FOR ANY PROJECT WHOSE

APPLICATION HAS BEEN APPROVED OR HAS RECEIVED ACTUAL GRANT FUNDING.

- 5.5. **Severability.** In the event of any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporations, or circumstance, shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity, or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the application, validity, or constitutionality of the remaining parts of this Agreement shall not be affected thereby.
- 5.6. This GRANT AGREEMENT shall be binding upon an inure to the benefit of the parties and their respective heirs, administrators, and assigns.
- 5.7. No failure or delay on the part of the PEDC in exercising any right, power, or exercise hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No notice to or demand on APPLICANT in any case shall entitle APPLICANT to any other or further notice or demand in similar or other circumstances.
- 5.8. All notices, consents, requests, demands, and other communication hereunder shall be in writing and shall be deemed to have been duly given to the party hereto if mailed by certified mail, prepaid, to the APPLICANT'S address shown above as first written.
- 5.9. Time is of the essence of this agreement.
- 5.10. Neither party will be liable for delays or failure in its performance hereunder to the extent that such delay or failure is caused by acts of God, war, terrorism, or threats of terrorism, natural disaster, strike, lockout, labor dispute, work stoppage, fire, third-party criminal act, quarantine restriction, epidemic, pandemic, act of government, or other events outside of the reasonable control of a party (a "Force Majeure Event"); provided that the delayed party took reasonable precaution to prevent the impact of the Force Majeure Event.
- 5.11. This GRANT AGREEMENT shall be deemed a contract made under the laws of the State of Texas and for all purposes shall be construed in accordance with the Laws of said State. The venue shall be in Anderson County, Texas.
- 5.12. The providing of this GRANT AGREEMENT by PEDC to APPLICANT by any means of delivery constitutes an offer by PEDC to APPLICANT to accept this GRANT AGREEMENT on the terms and conditions contained therein, subject to approval by the PEDC Board of Directors. If APPLICANT has not accepted the offer by ninety (90) days from the date approved by the PEDC Board of Directors, the offer will lapse, and the offer and this GRANT AGREEMENT shall become null and void.

6. TERM

6.1. This GRANT AGREEMENT shall be effective on the date of the last signature below. The GRANT AGREEMENT shall terminate one year from the date that the PEDC board of directors makes a finding of completion of the project pursuant to Section 2.5 of this GRANT AGREEMENT or earlier as otherwise terminated according to the provisions of this GRANT AGREEMENT.

AGREED and **SIGNED** to be effective as of the Effective Date.

For the Applicant(s): A. Hugh Summers		
Ву	Date	
A. Hugh Summers, B	uilding Owner	
For the PEDC:		
Palestine Economic Devel	opment Corporation	
Ву	Date	
Dan Bochsler, Board Pro	esident	

APPLICATION TO PALESTINE ECONOMIC DEVELOPMENT CORPORATION DOWNTOWN GRANT PROGRAM

		. 1
	1.	Applicant/Applicants name(s): A tugh Summers
	2.	Type of grant(s) being requested:
		First Time Applicant
		☐ Recurring Applicant
	3.	Applicants contact Information.
	a.	Phone 903-724-5800
	b.	Fax
	C.	Email hugh pies @ gmail com
	4.	Physical address of property for which grant is being requested.
		306 N Sycamore
	5.	Is the property in the Palestine Main Street Overlay District? ☐ Yes □ No
		(Properties must be in the Main Street Overlay District to qualify for the PEDC Downtown Grant.)
	6.	Is the property in the Palestine Historic Overlay District? Yes No
		(Historic district overlays can be found on the map at https://downtowntx.org/palestine-texas)
	7.	What is the Zoning for the property? ☐ CBD ☐ MUN☐ RC ☐ I
		(Zoning information can be found at <u>cityofpalestinetx.com</u>)
	8.	Is the property in the National Register's Palestine New Town Commercial Historic District?
		(Historic District information can be found at https://atlas.thc.texas.gov/NR/pdfs/100007058/100007058.pdf)
	9.	Is it a Contributing property? ☐ Yes ☐ No (Map on page 86^)
	10.	Is the property individually listed on the National Register of Historic Places? ☐ Yes ☐ No
	11.	Is the property a designated Palestine Historical Landmark?
	12.	Does this project contribute to the Rehabilitation or Stabilization of a Vacant or Blighted Building?
		Ç Yes □ No
	13.	Current occupancy type retail Occupancy type upon project completion retail
	14.	Please provide the total square footage of the property: 5,000 og ft
	15.	Is this a mixed-use (commercial & residential) property?
		□ Yes □ No
If s	o, pl	ease provide a breakdown of the square footage of the property based on current use:
Co	nme	rcial: 5000 sq ft
Res	iden	tial:sq ft
	16.	No. of Stories: 2
	17.	Business name, if applicable Old Tow Vintage Antiques Mailing address 306 N Sycomore, Palestine TX 75801
	18.	Mailing address 306 N Sylomove, Palestine TX 75801

19. This business is a
₩ Sole proprietorship
☐ Partnership
□ Corporation
□ Other
Please provide applicable business documentation such as DBA, Partnership Agreement, Corporate Charter,
etc
20. Please provide a brief description of business activity.
Sell second hand goods, handmade goods
Storage on second level
21. Is this property owned or leased by Applicant?
🖾 Owned, please provide proof of ownership.
Leased, please provide a copy of the lease agreement.
Name of Lessor A. Hugh Stalmmers
Address of Lessor 111 W Spring St
Lessor Contact: phone 903-724-5800 email hugh pics @gmail-com
22. Date business established in Palestine, TX, if applicable about 2018
23. Number of employees, if applicable Number of new employees, if applicable
24. Please provide a description of the proposed project:
replace inessicient heating and coolingunite
Ť

25. Proposed scope of work (Check all that apply):

Façade/Exterio	r Walls:
□ TOT	TAL/MAJOR RESTORATION OF DEPARTIAL RESTORATION OR MAINTENANCE
Including:	□ Slipcover Removal □ Door(s) □ Window(s) □ Brick/Mortar □ Awning
	☐ Weatherproofing/Sealing ☐ Power Wash/Cleaning ☐ Trim Paint ☐ Wall Paint*
	☐ Other
Critical Buildir	ng Components:
□ REP	PLACEMENT OR MAJOR REPAIR OF MINOR REPAIR OR MAINTENANCE
Including:	□ Foundation □ Exterior Wall System □ Roof
	☐ Plumbing ☐ Gas System ☐ Electrical
	□ Other
Other Building	Components:
□ NEV	W INSTALLATION or □ MAJOR REPAIR OR REPLACEMENT
Including:	☐ Awning/Canopy (no signage) ☐ Grease Trap ☐ Dumpster Enclosure
	☐ Fire Protection/Suppression ☐ Elevator/Lift (for any use) ☐ Ramp/Stairs
	☐ Interior Painting
	□ Other
Business/Prope	
□ NE	W SIGN/SIGNAGE PACKAGE or □ RESTORATION OF A HISTORIC SIGN
	oility Standards (TAS) Upgrades:
	l of Architectural Barriers to provide accessible routes throughout buildings and facilities by replacement or
	on to items such as doors, doorways, gates, ramps, curb ramps, elevators, platform lifts, etc.
	n of Communication and Signage that conveys information or instructions that is accessible and usable by
	n disabilities, especially those with visual or hearing impairments. Examples include fire alarm systems with
	isual and tonal signals, signs with Braille and raised letters, assistive listening systems, etc.
	tion of Facilities and Amenities to include elements and features that provide services or convenience to users
	with disabilities, especially those with mobility or dexterity impairments. Examples include kitchens,
kitchenette	s, sinks, toilet facilities, bathing facilities, washing machines, clothes dryers, drinking fountains, dining
	vork surfaces, storage, etc.
	logy and Digital Accessibility Upgrades to elements and features of buildings and facilities that involve the
use of elec	tronic devices or systems to access information or services. Examples of technology and digital accessibility
include fire	e alarm systems, telephones, assistive listening systems, automatic teller machines (ATMs), fare machines,
two-way c	ommunication systems, etc.
	fodifications to the design, installation, and operation of elements and features to be accessible and usable by
people wit	h disabilities, especially those with specific or unique needs or preferences, such as a clear floor or ground
chace read	th ranges operable parts seats etc

	Amount of grant funds requested #18, 750,000 or max allowed up to total
26.	Amount of grant funds requested $\frac{-\frac{1}{8}1810000000000000000000000000000000$
	TOTAL DOSSIDE LUNGING DEL STANT ADDITIONED BY 2,000 maximum
27.	Total projected cost of project \$25,000.00 Estimated start date of project \[\sum_{any} 31, 2025 \] Estimated completion date of project \[\sum_{aby} \sum_{1,2025} \]
28.	Estimated start date of project January 31, 2025
29.	Estimated completion date of project February 11, 2025
30.	Please provide competitive cost estimates (bids) for each different scope of work from a minimum of two (2)
	licensed and bonded contractors or suppliers. Detailed cost estimates, including material types, paint color samples
	and finishes are required. If two cost estimates are unable to be obtained, a written declination to bid by a licensed
	and bonded contractor may be considered as a substitute for one of the required estimates.
31.	Please provide any additional information which would further help describe this project, including paint color and

- 32. Please attach photos of existing conditions.
- 33. Please provide any additional information you believe to be important concerning this grant application.

chips, photographs, rendering of design, specifications, and other material to describe your project

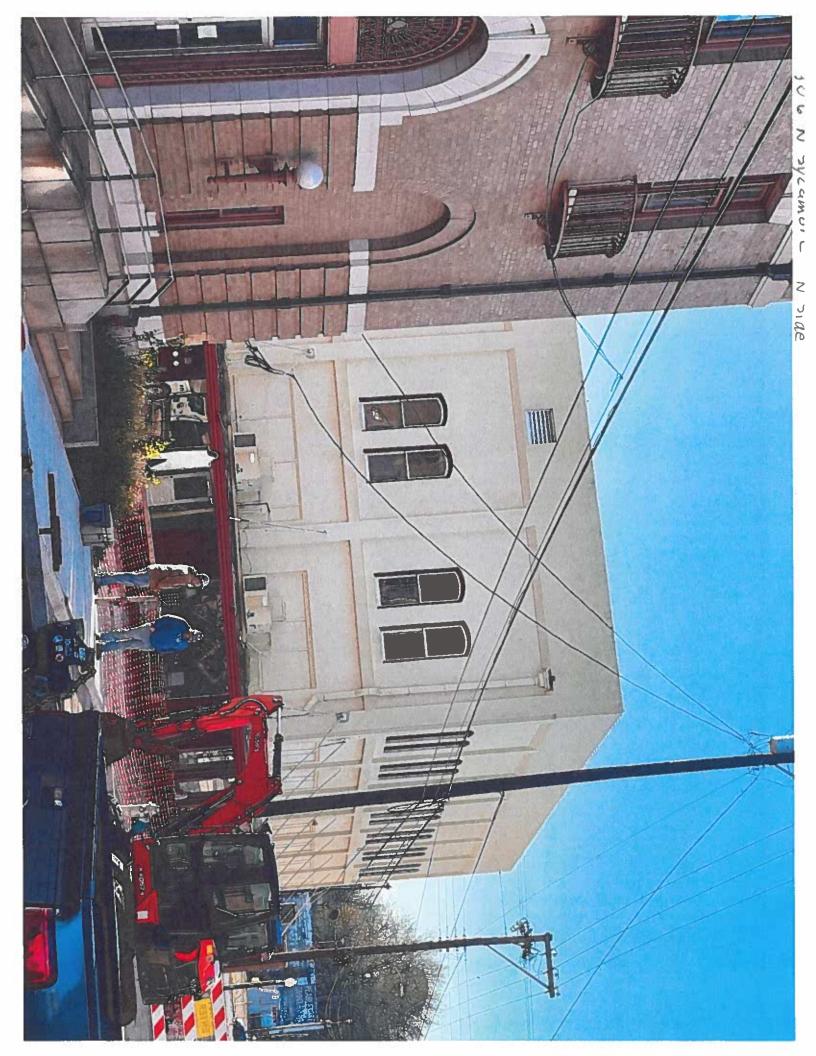
- 34. I (we) the undersigned do hereby acknowledge, certify, and agree:
- A. Prior to the submission of this application, a copy of the Palestine Economic Development Corporation Downtown Grant Program Guidelines has been obtained, reviewed, and clearly understood and is incorporated as part of the Application.
- B. The submission of this Application does not create any property, contract or other legal rights in any person or entity that obligates the PEDC to provide grant funding.
- C. Applicant certifies that it, the company, its branches, divisions, and departments do not and will not knowingly employ an "undocumented worker" as that term is defined by the Program Guidelines. Applicant will repay the total amount of the grant amounts received with interest if the company is convicted of a violation under 8 U.S.C. Section 1324a. Repayment will be due no later than the 120th day after the date PEDC notifies the Applicant of the violation or as otherwise provided in the Grant Agreement.
- D. Improvements will not commence prior to having received written approval for a grant from PEDC, execution of a Grant Agreement and approval of the City of Palestine City Council if necessary. The PEDC Board has the authority to consider grants in amounts of less than \$10,000 without requiring final approval from the City of Palestine City Council.
- E. Applicant(s) do not currently have outstanding or otherwise delinquent financial obligations to PEDC or the City of Palestine such as liens, court fines, city utility bills, sales tax, or property taxes. Further, applicant is not currently a party to a pending or active lawsuit against PEDC or the City of Palestine.
- F. Applicant(s) must obtain all applicable permits related to the improvement project prior to commencement.
- G. Applicant(s) certify that all attached estimates have been obtained from independent, qualified contractors, who are in no way affiliated or related to the applicant or competing bidder.
- H. This Application and all statements therein are true and correct, and it is executed under penalties of perjury.

Signed this t	he 19 day of	Decembe	24	20 24	
Applicant <u>f</u>	Hugh	SUMMERS	Applicant	alty	Bunne

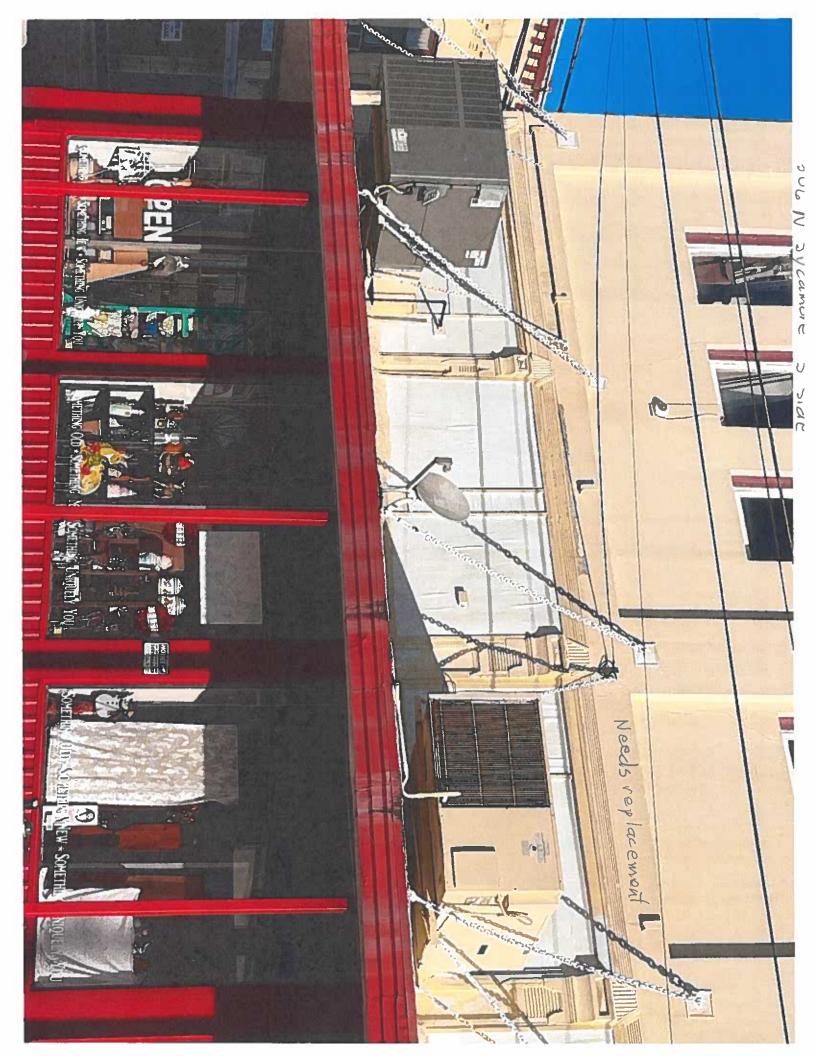
[TO BE COMPLETED BY DEVELOPMENT SERVICES]

Based on the project information provided with this application and the research documented above, at a minimum the		
project v	will require the following from Development Services:	
	No further municipal approvals	
NA	Pre-Development Meeting - Recommended	Date Scheduled
	Certificate of Appropriateness from HLC	Date Received
NA	Historic Landmark Commission (HLC) Hearing	Date Scheduled
NA	Sign Permit Application	
NA	Main Street Advisory Board Review	Date Scheduled
NA	Specific Use Permit Application	
MA	Zoning Change Application	
NA	Planning & Zoning Commission Hearing	Date Scheduled
NA	City Council Meeting to Approve Specific Use Permit	Date Scheduled
NIA	Procedure for Commercial New Construction and Additions w	rith Building Permit
36	(Refer to checklist from Development Services for complete li	st of documents required)
NIA	Procedure for Commercial Remodels and Repairs with Buildin	ng Permit
/	(Refer to checklist from Development Services for complete li	st of documents required)
	Multi-Trade Subcontractor Permit Application (electrical, plur	nbing, mechanical)
MIA	Water and Sewer Tap Application	
NA	Health Department Plan Review and Inspection	
	Fire Inspection	
	Public Works & Utilities Inspection	
	Building Inspection - tradesman will call for	inspection
NIA	Clean and Show Application	
NA	Certificate of Occupancy Application	
Approva	l of HPO or Interim Director of Development Services:	1 1
()	Date:	1/4/2025
Approval of Mainstreet District Coordinator: Date: 16/2005		
May Can almen Date: 1/6/2005		
		/ / /

Note: Any changes to the project scope after the date indicated above will require review by the HPO or Director of Development Services!



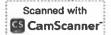






Palestine, Texas 75801 TACLB005970C (903) 729-5634





Paul Martine Palestine Air & Heat, LLC

1919 W. Oak St. Palestine, TX 75801 (903) 729-3513

December 23, 2024

Bid for Hugh Summers

Equipment for 111 W Spring Street (office), the price would be for two three ton Lennox gas heating units, the cost would be \$21,074.11.

Equipment for 306 N Sycamore, price would be for three five ton gas heat Lennox units, the cost would be \$39,173.29

All Bids are good for 30 days

This bid includes all materials, taxes and labor to complete job.

Please feel free to call me with any questions you may have.

Sincerely, and many thanks,

Paul Martine

2020 - 7474 12/16/2020 3:43PM Page 1 of 5 Mark Staples, Anderson County Clerk

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Date:

December 16, 2020

Grantor:

PAL-SUM, LTD, a Texas limited partnership

Grantor's Mailing Address (including county):

P.O. Box 1399

Palestine, Texas 75801 (Anderson County)

Grantee:

A. HUGH SUMMERS

Grantee's Mailing Address (including county):

P.O. Box 1399

Palestine, Texas 75801 (Anderson County)

Consideration:

As part of the overall plan of distribution and liquidation and Ten Dollars (\$10.00) and other good and valuable consideration.

Property (including any improvements):

All of Grantor's interest in real property and improvements consisting of twelve (12) tracts of land located in Anderson County, Texas, and being more particularly described in Exhibit "A" attached hereto and incorporated herein.

Reservations from and Exceptions to Conveyance and Warranty:

All reservations from and exceptions to conveyance and warranty of record.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grant, convey, assign and deliver unto the Grantee the property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and hold it to Grantee and Grantee's heirs, executors, administrators, successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty by, through, or under the Grantor, but not otherwise.

2020 - 7474 12/16/2020 3:43PM Page 2 of 5 Mark Staples, Anderson County Clerk

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

PAL-SUM, LTD., Grantor

By: Harbs Management, L.L.C., General Partner

By:

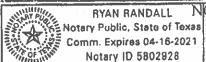
A. HUGH SUMMERS, President

(Acknowledgment)

THE STATE OF TEXAS

COUNTY OF ANDERSON

This instrument was acknowledged before me by A. Hugh Summers, as the President of Harbs Management, L.L.C., General Partner of Pal-Sum, Ltd., as the Grantor, on this 16h day of December, 2020.



NOTARY'S PRINTED NAME AND COMMISSION EXPIRATION

NOTE: THIS INSTRUMENT WAS PREPARED SOLELY FROM INFORMATION AND UPON INSTRUCTION GIVEN BY THE PARTIES TO THIS TRANSACTION. NO TITLE SEARCH OR OTHER EVIDENCE HAS BEEN FURNISHED TO PREPARER IN CONNECTION WITH ITS PREPARATION. THIS DOCUMENT HAS BEEN PREPARED AND DELIVERED UPON THE CONDITION THAT PREPARER WILL HAVE NO LIABILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED.

AFTER RECORDING RETURN TO: RYAN RANDALL Staubus & Randall, L.L.P. 8401 N. Central Expressway Suite 210 Dallas, Texas 75225 PREPARED IN THE LAW OFFICE OF:

Staubus & Randall, L.L.P. 8401 N. Central Expressway Suite 210 Dallas, Texas 75225

EXHIBIT A

- 1. Being 66.593 acres of land, a part of the Mickum Main League, Abstrat 40, Blk 872, Tr 3 in Anderson County, Texas, and being all of Tracts 1 and 2 described in a Deed from D.O. Wallace, et al. To E. J. Summers, dated May 4, 1945, recorded in Volume 353, Page 446 and described in deed recorded in Vol 1356, Page 454, dated May 27, 1993, all recorded in Deed Reords of Anderson County, Texas. B 1529:1
- 2. One-half (½) undivided fee interest in the minerals located at County Road 419 (Henderson Property), Anderson County, Texas, being more fully described as all that certain tract or parcel of land, being a part of the Solomon Arthur Survey, A -84, Blk 1245, Tr 6xA, and Blk 1255, Tr 1XA totaling 44.56 ac, Anderson County TX, also being a part of that certain called Tract One (50.33 acres) and all of Tract Two (60 acres) conveyed to Dillion Griffith by Myrtie N. Henderson Broyles et al., June 7, 1972, recorded in Vol 796, Page 290 of the Deed Reords of Anderson County, Texas. R 18762?
- 3. FM 320 and Loop 256 in Palestine, Anderson County, TX (Blue Lake or Incubator) being more fully described as beginning at the S. W. Corner of that certain 100 acre tract out of said John Crist Survey, A-165, Anderson County, TX, conveyed by J. L. McMeans et ux to the Palestine Water Company in Deed recorded in Vol. 30, Page 30 of the Deed Rords of Anderson Co, Texas and being described as Exhibit "C" in Correction Partition Deed from/to F. Bailey Summers et ux to/from Estill L. Summers dated 9/30/94 and recorded in Vol. 1409, Pg 626, Official Public Records of Anderson County, TX, and also described as Blk 1241, TR 1X in the John Crist Survey. R 17879
- 4. County Road 433 W(also known as CR4302), Anderson County, Texas, being more fully described as a part of the M. & T. Carroll Survey, A 170, Blk 1596, Tr 1A, Anderson County, TX and described in Deed from Diane H. Summers to F. Bailey Summers, dated 8/30/95, recorded in Vol. 1433, Pg. 884, Anderson County Official Public Records. & 20052
- 5. 9.3925 acres, more or less, of real property located off FM 320, Blu Lake, Anderson County, TX and being more fully described as A 0712 William Smith Survey, Block 1240, Tract 3XA. This tract is adjoining and part of the tract described in #3 above. R 25 974
- 6. 131.743 acres(called the Cohee or Whiskey Branch track) more or less located at County Road 403 and CR 407, Anderson County, TX, being more fully described as being all that certain tract or parcel of land containing 131.743 acres of land being a part of the Maximo Salisar Survey, A 713, Anderson County TX, also being all that certain called 131.4 acre tract conveyed to Alfred H. Summers by Robert Cohee, December 14, 1939, recorded in Vol 303, Page 593 of the Deed Records of Anderson County, TX and surveyed by F D. McBride, Public Surveyor # 1548, March 1987 and being the land described in Special Warranty Deed recorded in Vol.909, Pg. 296, and part of which is described in Receiver's Deed recorded in Vol 1355, Pg 581, all in the Official Public Reords of Anderson County, Texas. R 2 6 08 2

EXHIBIT A CONTINUED

- 7. 1.3023 acres, more or less, located at E. Neches St., Palestine, Anderson County, TX, being more fully described as Lakeview Addition to the City of Palestine, Blk 1, Lot 3A, 4, 5 & 6. R31872
- 8. Property located at Hays St., Palestine, Anderson County, Texas, and more fully described as Lakeview Addition to the City of Palestine, Anderson County, Texas, Block 3, Lote 10. R 11275
- 9. 0.77 acres, more or less, located at Wigwam St., Palestine, Anderson County, Texas, and being more fully described as Lakeview Addition to the City of Palestine, Blk 7, Lot 2A, 3, 4 and 5. R 31925
- 10. 13 acres, more or less, located at E Park Ave. Palestine, Anderson County, Texas, being more fully described as Lakeview Addition to the City of Palestine, Block 9, all Lots. R 3 1 9 2 8
- 11. 7.18 acres, more or less, located at E. Park Ave., Palestine, Anderson County, Texas, being more fully described as Lakeview Addition to the City of Palestine, Block 8, Lot/Tr 2. R 59074
- 12. Property located at 306 N Sycamore, bordered by E Oak St., E Main St. And N Sycamore St. (Summers Building), Palestine, Anderson County, Texas, and being more fully described as Original Addition, Block 162, Lots 14 and 15. R 34452

Anderson County Mark Staples Anderson County

Document Number: 2020 - 7474

Real Property eRecording

WARRANTY DEED

Recorded On: December 16, 2020 03:43 PM

Number of Pages: 5

" Examined and Charged as Follows: "

Total Recording: \$38.00

******** THIS PAGE IS PART OF THE INSTRUMENT *********

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Record and Return To:

Document Number: Receipt Number:

2020 - 7474

Simplifile

20201216000040

Recorded Date/Time: December 16, 2020 03:43 PM

User:

Melissa H

Station:

anco_ws391



STATE OF TEXAS **COUNTY OF ANDERSON**

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Anderson County, Texas.

Mark Staples Anderson County Clerk Anderson County, TX

Mark Stapler

DOWNTOWN GRANT PERFORMANCE AGREEMENT

This Downtown Grant Performance Agreement ("GRANT AGREEMENT") is executed by and between the Palestine Economic Development Corporation, a Texas Section 4B Economic Development Corporation ("PEDC"), whose address is 100 Willow Creek Pkwy. Suite A, Palestine, Texas 75801, and A. Hugh Summers ("APPLICANT"), whose current address is 111 West Spring Street, Palestine, Texas 75801.

RECITALS

WHEREAS, the PEDC is an Economic Development Corporation, organized under the Texas Development Corporation Act of 1979, Article 5190.6, Section 4B of Vernon's Texas Civil Statutes, now Section 501 et seq. of the Texas Local Government Code (the Act), and authorized by the City of Palestine, Texas (City);

WHEREAS, the PEDC has adopted, and the City approved, a Downtown Grant Program ("GRANT PROGRAM");

WHEREAS, the APPLICANT submitted its Application dated December 19, 2024 for a Downtown Grant ("APPLICATION"); and

WHEREAS, the APPLICANT plans to make real property capital investments of Twenty-Five Thousand Dollars and No Cents (\$25,000.00) for the purpose of replacing three HVAC units at the business property of Old Town Vintage Antiques, that being 306 N. Sycamore St. Palestine, TX 75801 ("PROJECT"). PEDC has found that the proposed improvements of APPLICANT'S property will encourage economic development in the City and will add to the ad valorem tax rolls of the City and other local taxing entities, and the PEDC and City have approved a cash performance grant to APPLICANT that matches funds expended by APPLICANT not to exceed a grant of Eighteen Thousand Seven Hundred Fifty Dollars and No Cents (\$18,750.00) ("GRANT").

NOW, THEREFORE, in consideration of mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. APPLICANT'S OBLIGATIONS

- 1.1. The GRANT PROGRAM, APPLICATION, and APPLICATION GRANT APPROVAL are incorporated herein by reference as if specifically set forth herein.
- 1.2. APPLICANT accepts such grant subject to PEDC and City approval.
- 1.3. APPLICANT recognizes that, pursuant to the terms and provisions of Texas law, this GRANT AGREEMENT will not be valid and binding on PEDC until it is approved by the City Council of the City of Palestine, Texas.

- 1.4. APPLICANT will secure completion of the improvements in compliance within its APPLICATION, the GRANT APPLICATION APPROVAL, and the GRANT PROGRAM before October 27, 2025.
- 1.5. APPLICANT will obtain all permits required by the CITY or otherwise required by other government authorities for the improvement project.
- 1.6. PEDC, by its designated representative, shall have the right to inspect during the construction of the improvements and, following APPLICANT'S notice of completion, to evaluate APPLICANT'S compliance with the APPLICATION, the GRANT APPLICATION APPROVAL, and the GRANT PROGRAM.

2. FUNDING

- 2.1. APPLICANT will be provided with 50% of the total grant award upon execution of this GRANT AGREEMENT.
- 2.2. APPLICANT shall provide PEDC with written notification of project completion by certified mail, return receipt requested, stating that all improvements have been completed in accordance with the APPLICATION and GRANT APPLICATION APPROVAL and GRANT PROGRAM, and that full payments have been made for all labor and materials with attached payment receipts for materials and labor, required permits, inspection reports, and project photographs.
- 2.3. Upon PEDC'S receipt of APPLICANT'S notification of completion, an on-site inspection may be made by a representative or representatives of PEDC. Such inspection shall not be considered in any way as a reflection of PEDC'S approval on the quality, safety, or reliability of the improvements, such being the sole responsibility of APPLICANT.
- 2.4. Following on-site inspection, PEDC will review the findings and may request additional information if needed and then either notify the APPLICANT of compliance or identify items of non-compliance. APPLICANT shall correct the items of non-compliance within thirty (30) days of notice thereof or this GRANT AGREEMENT shall be immediately cancelled and the APPLICANT shall immediately refund of all grant monies received to date, if any.
- 2.5. Upon the PEDC board of directors making a finding of completion of the project, as per the terms of the APPLICATION, the GRANT APPLICATION APPROVAL and the GRANT AGREEMENT, payment of the remaining 50% of the total grant award will be made.

3. REPRESENTATION AND WARRANTIES

APPLICANT represents and warrants to PEDC that:

- 3.1. APPLICANT has the power and authority, corporate or otherwise, to conduct its business and to perform all of its obligations under this GRANT AGREEMENT.
- 3.2. APPLICANT'S execution, delivery, and performance of this GRANT AGREEMENT has been duly authorized by all necessary action, corporate or otherwise, and does not and will not violate any provision of any existing law, rule, regulation, contract, or lien by which APPLICANT or its property or assets is bound or affected.
- 3.3. To the best of APPLICANT'S knowledge neither it, nor any division, branch, subsidiary, or related agency of the APPLICANT, is a party to any administrative or legal proceeding that is active or threatened against the APPLICANT or APPLICANT'S officers which may result in any material adverse change in APPLICANT'S business operations or assets which may be the subject of this GRANT AGREEMENT.
- 3.4. APPLICANT represents and warrants that they are not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Government Code.
- 3.5. Information, documentation, and other material in connection with the GRANT AGREEMENT may be subject to public disclosure pursuant to Chapter 552 of the Government Code (the "Public Information Act"). To the extent, if any, that any provision of the Agreement is in conflict with the Public Information Act, such provision shall be void and have no force or effect.

In accordance with Section 2252.907 of the Government Code, APPLICANT is required to make any information created or exchanged with the PEDC pursuant to the GRANT AGREEMENT, regardless of contrary provisions contained herein, and not otherwise excepted from disclosure under the Public Information Act, available in a format that is accessible by the public at no additional charge to the PEDC.

- 3.6. *No Indemnification by the PEDC.* APPLICANT and the PEDC expressly acknowledge that the PEDC'S authority to indemnify and hold harmless any third party is governed by Article XI, Section 7, of the Texas Constitution and any provision that purports to require indemnification by the PEDC is invalid. Nothing in this GRANT AGREEMENT requires that the PEDC incur debt, assess or collect funds, or create a sinking fund.
- 3.7. APPLICANT is aware of the limitations imposed on this GRANT and the use of funds by law and acknowledges that the funds herein granted shall be utilized solely for purposes authorized under law and by the terms of this GRANT AGREEMENT. In the event that an audit determines that the financial incentives granted under this GRANT AGREEMENT were not used for proper purposes, APPLICANT agrees to reimburse PEDC for the sums of money spent for purposes not authorized by law or this GRANT AGREEMENT, with interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the City) as its prime or base commercial lending

- rate. The payment of interest shall be from the date that the money was spent for purposes not authorized by law or this GRANT AGREEMENT.
- 3.8. APPLICANT does not and will not knowingly employ an undocumented worker, as that term is defined by Tex. Gov't. Code Sec. 2264.001, directly or indirectly through a contractor or subcontractor. If, after receiving the funds herein granted, APPLICANT is convicted of a violation under 8 U.S.C. § 1324a(t), APPLICANT shall repay the amount of the grant paid by PEDC to APPLICANT with interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the City) as its prime or base commercial lending rate. The payment of interest shall be, no later than 120 days after the date that APPLICANT receives notification of such a violation.
- 3.9. APPLICANT shall fully comply with all local, state and federal laws applicable or otherwise implicated by APPLICANT'S receipt of funds under this GRANT PROGRAM, which includes but is not limited to APPLICANT'S compliance with Title VII, Civil Rights Act of 1964, as amended, the Texas Labor Code, the Drug Free Workplace Act of 1988, and the Americans with Disabilities Act, as well as APPLICANT'S refraining from discrimination of persons based on race, color, religion, sex (including pregnancy, childbirth, and related medical conditions; sexual orientation), national origin, disability, age, citizenship status, genetic information, political affiliation or participation in civil rights activities. Furthermore, while the City of Palestine fully supports the exercise of freedom of speech, the City of Palestine will not financially support or fund projects that incorporate or promote ideas of hate or which are intended to vilify, humiliate, or incite hatred against a group or a class of persons on the basis of race, religion, skin color, sexual identity, gender identity, ethnicity, disability or national origin.
- 3.10. APPLICANT will use all commercially reasonable efforts to continue operations in Palestine, Anderson County, Texas.
- 3.11. APPLICANT shall timely pay all ad valorem taxes due and owed by it to the CITY and all other taxing authorities having jurisdiction over the APPLICANT'S property. APPLICANT shall also timely pay any and all water and sewer bills owed to the CITY. In addition, APPLICANT shall timely pay all employment, income, franchise, and other taxes owed by it to all local, state, and federal government entities.
- 3.12. APPLICANT shall properly notify the Anderson County Appraisal District of all capital improvements, personal property, and equipment and shall list the City of Palestine as the taxable situs of all capital improvements, personal property, and equipment located on the property.
- 3.13. If APPLICANT'S operations, past or present, cause the CITY or PEDC to be fined by any governmental entity, this AGREEMENT shall terminate immediately and the PEDC will have no further obligations under this GRANT AGREEMENT and APPLICANT shall immediately repay the CITY or PEDC for such fines, penalties, and expenses within thirty (30) days.

3.14. If the business property, that being <u>306 N. Sycamore St., Palestine, Texas 75801</u>, is sold, conveyed, or utilized for a purpose not originally intended by the GRANT APPLICATION within one year of grant funding being awarded to APPLICANT, APPLICANT shall be required to reimburse the PEDC immediately for the full amount of the grant.

4. REMEDIES

- 4.1. Upon default, the non-defaulting party shall have the right to seek any remedy available in law or equity including, termination of this GRANT AGREEMENT, recovery of GRANT funds, and pre-judgment and post-judgment interest at the rate provided by law or as otherwise provided by this GRANT AGREEMENT (whichever is greater).
- 4.2 **Attorney's Fees.** Except as otherwise expressly provided herein, each party shall bear its own costs and attorney's fees in connection with this Agreement, including any dispute relating thereto.

5. MISCELLANEOUS PROVISIONS

- 5.1. All representations, warranties, covenants, and agreements, as well as rights and benefits for the parties to this GRANT AGREEMENT shall survive the payment of grant funds to APPLICANT.
- 5.2. This GRANT AGREEMENT may not be assigned by APPLICANT without the prior written consent of PEDC. No such assignment shall relieve APPLICANT of any of its obligations under this GRANT AGREEMENT.
- 5.3. The GRANT AGREEMENT may not be amended, modified, altered, or changed unless in writing, signed by both parties to this GRANT AGREEMENT and approved by the City of Palestine.
- 5.4. APPLICANT SHALL INDEMNIFY AND HOLD THE PEDC, ITS EMPLOYEES, AND ITS AGENTS HARMLESS FOR ANY DAMAGES, BOTH PERSONAL AND PROPERTY, WHICH MAY RESULT DIRECTLY OR INDIRECTLY FROM ANY INCIDENT ASSOCIATED WITH PROJECT BOTH DURING AND AFTER CONSTRUCTION, AND THAT PEDC, ITS EMPLOYEES, AND ITS AGENTS SHALL NOT BE LIABLE FOR ANY DEBTS INCURRED IN ASSOCIATION WITH THE EXECUTION AND COMPLETION OF THE SUBJECT PROJECT OF THIS APPLICATION.

PEDC, ITS EMPLOYEES, AND ITS AGENTS, DO NOT ATTEST TO THE QUALITY, SAFETY, OR CONSTRUCTION OF A PROJECT ELIGIBLE FOR, OR RECEIVING GRANT FUNDING. THEREFORE, PEDC, ITS EMPLOYEES AND AGENTS SHALL BE HELD HARMLESS BY THE APPLICANT FOR ANY PROJECT WHOSE APPLICATION HAS BEEN APPROVED OR HAS RECEIVED ACTUAL GRANT FUNDING.

- 5.5. **Severability.** In the event of any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporations, or circumstance, shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity, or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the application, validity, or constitutionality of the remaining parts of this Agreement shall not be affected thereby.
- 5.6. This GRANT AGREEMENT shall be binding upon an inure to the benefit of the parties and their respective heirs, administrators, and assigns.
- 5.7. No failure or delay on the part of the PEDC in exercising any right, power, or exercise hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No notice to or demand on APPLICANT in any case shall entitle APPLICANT to any other or further notice or demand in similar or other circumstances.
- 5.8. All notices, consents, requests, demands, and other communication hereunder shall be in writing and shall be deemed to have been duly given to the party hereto if mailed by certified mail, prepaid, to the APPLICANT'S address shown above as first written.
- 5.9. Time is of the essence of this agreement.
- 5.10. Neither party will be liable for delays or failure in its performance hereunder to the extent that such delay or failure is caused by acts of God, war, terrorism, or threats of terrorism, natural disaster, strike, lockout, labor dispute, work stoppage, fire, third-party criminal act, quarantine restriction, epidemic, pandemic, act of government, or other events outside of the reasonable control of a party (a "Force Majeure Event"); provided that the delayed party took reasonable precaution to prevent the impact of the Force Majeure Event.
- 5.11. This GRANT AGREEMENT shall be deemed a contract made under the laws of the State of Texas and for all purposes shall be construed in accordance with the Laws of said State. The venue shall be in Anderson County, Texas.
- 5.12. The providing of this GRANT AGREEMENT by PEDC to APPLICANT by any means of delivery constitutes an offer by PEDC to APPLICANT to accept this GRANT AGREEMENT on the terms and conditions contained therein, subject to approval by the City of Palestine City Council. If APPLICANT has not accepted the offer by ninety (90) days from the date approved by the City Council of the City of Palestine, Texas, the offer will lapse, and the offer and this GRANT AGREEMENT shall become null and void.

6. TERM

6.1. This GRANT AGREEMENT shall be effective on the date of the last signature below. The GRANT AGREEMENT shall terminate one year from the date that the PEDC board of directors

makes a finding of completion of the project pursuant to Section 2.5 of this GRANT AGREEMENT or earlier as otherwise terminated according to the provisions of this GRANT AGREEMENT.

AGREED and **SIGNED** to be effective as of the Effective Date.

For the Applicant(s): A. Hugh Summers	
ByA. Hugh Summers, Building	_ Date Owner
For the PEDC: Palestine Economic Development	Corporation
By	Date
APPROVED: City of Palestine, Texas	
By	_ Date
Mitchell Jordan, Mayor	

APPLICATION TO PALESTINE ECONOMIC DEVELOPMENT CORPORATION DOWNTOWN GRANT PROGRAM

1.	Applicant/Applicants name(s): Palestie Event Center LLL	
2.	Type of grant(s) being requested:	
	☐ First Time Applicant	
	Recurring Applicant	
3.	Applicants contact Information.	
a.	Phone 903-922-2605	
b.	Fax	
C,	Email KRF572@GMAN.com	
4. Physical address of property for which grant is being requested.		
	201 W Crawford	
5.	Is the property in the Palestine Main Street Overlay District? 🕒 Yes 🗆 No	
	(Properties must be in the Main Street Overlay District to qualify for the PEDC Downtown Grant.)	
6.	Is the property in the Palestine Historic Overlay District? No	
	(Historic district overlays can be found on the map at https://downtowntx.org/palestine-texas)	
7.	What is the Zoning for the property?	
	(Zoning information can be found at cityofpalestinetx.com)	
8.	Is the property in the National Register's Palestine New Town Commercial Historic District? BYes DNo	
	(Historic District information can be found at https://atlas.thc.texas.gov/NR/pdfs/100007058/100007058.pdf)	
9.	Is it a Contributing property?	
10.	Is the property individually listed on the National Register of Historic Places? Mayes In No	
11.	Is the property a designated Palestine Historical Landmark? Yes No	
12.	Does this project contribute to the Rehabilitation or Stabilization of a Vacant or Blighted Building?	
	BYes □ No	
	Current occupancy type 12 Occupancy type upon project completion 12	
14.	Please provide the total square footage of the property: 13,000 sq ft	
15.	Is this a mixed-use (commercial & residential) property?	
	□ Yes □No	
If so, ple	ase provide a breakdown of the square footage of the property based on current use:	
Commer	cial:sq ft	
Resident	ial:sq ft	
16.	No. of Stories:	
17.	Business name, if applicable The Historic Palestie Event Center	
	Mailing address 100 W Crawford APTS. Palesty Tt 75 Anl	

Sole proprietorship Partnership
Corporation
Other
Please provide applicable business documentation such as DBA, Partnership Agreement, Corporate Charter,
etc
20. Please provide a brief description of business activity.
Wedding and Event venue
21. Is this property owned or leased by Applicant?
Owned, please provide proof of ownership.
☐ Leased, please provide a copy of the lease agreement.
Name of Lessor
Address of Lessor
Lessor Contact: phoneemail
Date business established in Palestine, TX, if applicable 6/4/21
23. Number of employees, if applicable Number of new employees, if applicable
24. Please provide a description of the proposed project:
24. Please provide a description of the proposed project: Peplace failing roof and install 3" insulation to reduce operating costs
to reduce operating costs

19. This business is a

25. Proposed scope of work (Check all that apply):

Façade/Exterior	
O TOT	ALMAJOR RESTORATION OF DPARTIAL RESTORATION OR MAINTENANCE
Including:	☐ Slipcover Removal ☐ Door(s) ☐ Window(s) ☐ Brick/Mortar ☐ Awning
	☐ Weatherproofing Scaling ☐ Power Wash/Cleaning ☐ Trim Paint ☐ Wall Paint®
	Other
Critical Buildin	
REP	LACEMENT OR MAJOR REPAIR OF I MINOR REPAIR OR MAINTENANCE
Including:	☐ Foundation ☐ Exterior Wall System ☐ Roof
	□ Plumbing □ Gas System □ Electrical □ Air Conditioning/Heat
	Other
Other Building	Components:
O NEV	VINSTALLATION OF I MAJOR REPAIR OR REPLACEMENT
Including:	☐ Awning/Canopy (no signage) ☐ Grease Trap ☐ Dumpster Enclosure
	☐ Fire Protection/Suppression ☐ Elevator/Lift (for any use) ☐ Ramp/Stairs
	☐ Interior Painting
	□ Other
Business/Prope	
□ NEV	V SIGN/SIGNAGE PACKAGE or □ RESTORATION OF A HISTORIC SIGN
	ility Standards (TAS) Upgrades:
	of Architectural Barriers to provide accessible routes throughout buildings and facilities by replacement or
	n to items such as doors, doorways, gates, ramps, curb ramps, elevators, platform lifts, etc.
☐ Provision	n of Communication and Signage that conveys information or instructions that is accessible and usable by
	disabilities, especially those with visual or hearing impairments. Examples include fire alarm systems with
specified vi	sual and tonal signals, signs with Braille and raised letters, assistive listening systems, etc.
	ion of Facilities and Amenities to include elements and features that provide services or convenience to users
or visitors v	with disabilities, especially those with mobility or dexterity impairments. Examples include kitchens,
kitchenettes	s, sinks, toilet facilities, bathing facilities, washing machines, clothes dryers, drinking fountains, dining
surfaces, w	ork surfaces, storage, etc.
☐ Technole	ogy and Digital Accessibility Upgrades to elements and features of buildings and facilities that involve the
use of elect	ronic devices or systems to access information or services. Examples of technology and digital accessibility
include fire	alarm systems, telephones, assistive listening systems, automatic teller machines (ATMs), fare machines,
two-way co	mmunication systems, etc.
Other M	odifications to the design, installation, and operation of elements and features to be accessible and usable by
people with	disabilities, especially those with specific or unique needs or preferences, such as a clear floor or ground
(Ta)	ranges, operable parts, seats, etc.

27.	Total projected cost of project 62,142.00
	Estimated start date of project 2/15/24
	Estimated completion date of project 3/25/24
	Please provide competitive cost estimates (bids) for each different scope of work from a minimum of two (2)
	licensed and bonded contractors or suppliers. Detailed cost estimates, including material types, paint color samples
	and finishes are required. If two cost estimates are unable to be obtained, a written declination to bid by a licensed
	and bonded contractor may be considered as a substitute for one of the required estimates.
31.	Please provide any additional information which would further help describe this project, including paint color and
	chips, photographs, rendering of design, specifications, and other material to describe your project
32.	Please attach photos of existing conditions.
	Please provide any additional information you believe to be important concerning this grant application.
	I (we) the undersigned do hereby acknowledge, certify, and agree:
A.	Prior to the submission of this application, a copy of the Palestine Economic Development Corporation Downtown
	Grant Program Guidelines has been obtained, reviewed, and clearly understood and is incorporated as part of the
	Application.
В.	The submission of this Application does not create any property, contract or other legal rights in any person or entity
	that obligates the PEDC to provide grant funding.
C.	Applicant certifies that it, the company, its branches, divisions, and departments do not and will not knowingly
	employ an "undocumented worker" as that term is defined by the Program Guidelines. Applicant will repay the total
	amount of the grant amounts received with interest if the company is convicted of a violation under 8 U.S.C. Section
	1324a. Repayment will be due no later than the 120th day after the date PEDC notifies the Applicant of the violation
	or as otherwise provided in the Grant Agreement.
D.	Improvements will not commence prior to having received written approval for a grant from PEDC, execution of a
	Grant Agreement and approval of the City of Palestine City Council if necessary. The PEDC Board has the authority
	to consider grants in amounts of less than \$10,000 without requiring final approval from the City of Palestine City
	Council.
E.	Applicant(s) do not currently have outstanding or otherwise delinquent financial obligations to PEDC or the City of
	Palestine such as liens, court fines, city utility bills, sales tax, or property taxes. Further, applicant is not currently a
	party to a pending or active lawsuit against PEDC or the City of Palestine.
F.	
G.	Applicant(s) certify that all attached estimates have been obtained from independent, qualified contractors, who are
	in no way affiliated or related to the applicant or competing bidder.
H.	This Application and all statements therein are true and correct, and it is executed under penalties of perjury.
	this the 5 day of Junuary 2025
pplic	ant Applicant
•	
	4

26. Amount of grant funds requested (1933)

(Total possible funding per grant application is \$75,000 maximum)

ITO BE COMPLETED BY DEVELOPMENT SERVICES

	in the project information provided with this application a	nd the tesemen documented above, at a minimum die					
project '	will require the following from Development Services:						
11.0	No further municipal approvals						
MA	Pre-Development Meeting - Recommended	Date Scheduled					
V	Certificate of Appropriateness from HLC	Date Received					
NIA	Historic Landmark Commission (HLC) Hearing	Date Scheduled					
NA	Sign Permit Application						
NA	Main Street Advisory Board Review	Date Scheduled					
NA	Specific Use Permit Application						
NA	Zoning Change Application						
NA	Planning & Zoning Commission Hearing	Date Scheduled					
NA	City Council Meeting to Approve Specific Use Permit	Date Scheduled					
MA	Procedure for Commercial New Construction and Addit	ions with Building Permit					
/	(Refer to checklist from Development Services for com						
V	Procedure for Commercial Remodels and Repairs with Building Permit - 100 F Permit						
	(Refer to checklist from Development Services for complete list of documents required)						
NA	_ Multi-Trade Subcontractor Permit Application (electrical, plumbing, mechanical)						
NIA	Water and Sewer Tap Application						
	Health Department Plan Review and Inspection						
NIA	Fire Inspection						
NA	Public Works & Utilities Inspection						
~	Building Inspection - 100F						
NIA	Clean and Show Application	(() and box					
V	Certificate of Occupancy Application - Opplication	ation leguired (Masikir Lace					
	Certificate of Occupancy Application - application leguisted (Nasnot been submitted as of 1/6/2025)						
Approv	al of HPO or Interim Director of Development Services:	1. 10025					
بمكر	ison Vally	Date: 10 / 3036 3					
Approval of Mainstreet District Coordinator: Date: 4/2025							
	My finefeller -	Date: ////2005					
/							

Note: Any changes to the project scope after the date indicated above will require review by the HPO or Director of Development Services!



Office of the Secretary of State

CERTIFICATE OF FILING OF

Palestine Event Center, LLC File Number: 804301864

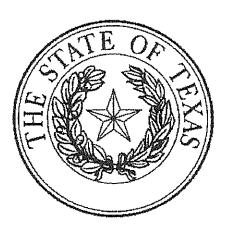
The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 11/05/2021

Effective: 11/05/2021



John B. Scott Secretary of State

Dial: 7-1-1 for Relay Services Document: 1092017340002 Secretary of State P.O. Box 13697 Austin, TX 78711-3697 FAX: 512/463-5709

Filing Fee: \$300



Certificate of Formation Limited Liability Company

Filed in the Office of the Secretary of State of Texas Filing #: 804301864 11/05/2021 Document #: 1092017340002 Image Generated Electronically for Web Filing

	A	Article 1 - Entity Name and Type
The filing entity being formed	I is a limited lia	ability company. The name of the entity is:
Palestine Event Cente	r, LLC	
The state of the s	Article 2 -	Registered Agent and Registered Office
TA. The initial registered ag	ent is an orga	nization (cannot be company named above) by the name of:
		OR
☑B. The initial registered ag	ent is an indiv	idual resident of the state whose name is set forth below:
Name:	Confidence of the second section secti	manus annus an sum
Kevin Fuhr		
C. The business address of	the registered	agent and the registered office address is:
Street Address:	Man Mark Mark Markette, VII. 2 is day over 3 to A. Fredhed & Markette Markette	TO STATE OF THE ST
100 W. Crawford Stree	rt, #5 Pale	estine TX 75801
		Consent of Registered Agent
TA. A copy of the consent of	of registered aç	gent is attached.
		OR
▼B. The consent of the regi	stered agent is	s maintained by the entity.
Band Administration & S. Salveriffe, p. A. Way of grand, many of the second sec		Article 3 - Governing Authority
「A. The limited liability com	pany is to be r	managed by managers.
		OR
MB. The limited liability com	pany will not h	nave managers. Management of the company is reserved to the members.
The names and addresses o	f the governing	g persons are set forth below:
Managing Member 1: Nicole	Fuhr	Title: Managing Member
Address: 201 W. Crawford	d Street P	Palestine TX, USA 75801
Managing Member 2: Kevin	Fuhr	Title: Managing Member
Address: 201 W. Crawford	d Street P	Palestine TX, USA 75801
The second secon		Article 4 - Purpose
		anized is for the transaction of any and all lawful business for which limited the Texas Business Organizations Code.

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]
Organizer
The name and address of the organizer are set forth below. Travis J. Phillips 507 W. 10th Street, Austin, Texas 78701
Effectiveness of Filing
☑A. This document becomes effective when the document is filed by the secretary of state.
OR
TB. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:
Execution
The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.
/s/ Travis J. Phillips
Signature of Organizer

FILING OFFICE COPY

Date of this notice: 11-10-2021

Employer Identification Number: 87-3502652

Form: SS-4

Number of this notice: CP 575 G

PALESTINE EVENT CENTER
HISTORIC PALESTINE EVENT CENTER
% KEVIN FUHR SOLE MBR
100 W CRAWFORD STREET
PALESTINE, TX 75801

For assistance you may call us at: 1-800-829-4933

IF YOU WRITE, ATTACH THE STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 87-3502652. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, Entity Classification Election, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, Election by a Small Business Corporation. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is PALE. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

ESTIMATE

My Texas Contracting, LLC 4608 Maxey Rd Ste 100 Fort Worth, TX 76119 invoices@mytexascontracting.com +1 (817) 887-9020 www.mytexascontracting.com



Bill to

Rodolfo Dominguez Texas Solar Pro

201 W Crawford St. Palestine, TX 75801

Estimate details

Estimate no.: 24167

Estimate date: 11/08/2024

#	Product or service	Description	Qty	Rate	Amount
1.	Services	Innovi TPO Roof System Overlay	1	\$62,142.00	\$62,142.00
		Scope of Work			
		We Propose:			
		-To clean the entire roof of any debris.			
		-Install new 3" foam insulation over the existing roof system. Will attach with plates and fasteners from Innovi Manufacturer.			
		-Install 60mil. Innovi TPO Roof System, mechanically attach with plates and fasteners by Innovi Manufacturer.			
		-Remove existing old A/C unit and plug in with 3/4" wood deck.			
		-Install new curb for new roof hatch installation, 4 by 4 ft.			
		-Fix 2 existing scuppers to better water flow.			
		-Install new pipe flashings, pitch pan flashings, A/C curved flashings and any other flashings as needed.			
		-TPO membrane will be up and over the parapet walls. Will fully adhere to the walls only, not field. Will use water block sealant and termination bar			

all around the perimeter.

Total Approx. 62 SQs; including field, parapet walls and waste factor

3-Year Workmanship Warranty20-Year Manufacturer Warranty

50% down payment and 50% upon completion

This price includes Lodging, Skytrack, and Turnkey.

This price is good for 30 days starting 11/08/24.

Total

\$62,142.00

Accepted date Accepted by

Texas Solar Pro 545 Jealouse Way Cedar Hill, TX 75104 US

Estimate 1390



ADDRESS

+1 4695810008 ryan@texassolar.pro

SHIP TO

Kevin Fuhr 201-205 West

Kevin Fuhr 201-205 West

Crawford

Crawford

201-205 West Crawford Street 201-205 West Crawford Street Palestine, Texas 75801 USA

Palestine, Texas 75801 USA

DATE 11/26/2024

TOTAL \$128,700.00

DATE	ACTIVITY	DESCRIPTION		QTY	RATE	AMOUNT
	Roofing	Project Specificati	ons:	1 12	28,700.00	128,700.00
		 Roof Coverage: squares (includes walls, and waste f 	field, parapet			
		Warranties:				
		• 3-Year Workma	nship Warranty			
		• 20-Year Manufa	cturer Warranty			
50% paymer	nt is due at the start of the	project, with the	SUBTOTAL			128,700.00
remaining 50	0% upon completion.		TAX			0.00
This proposa	al is valid for 30 days, start	ing November 26, 2024.			Φ4	00 700 00
			TOTAL		\$1	28,700.00
Thank you!						THANK YOU.

Accepted By **Accepted Date**



Scope of Work:

We propose the following services:

- 1. Roof Cleaning and Preparation
- · Remove all debris from the roof.
- Clear and haul away loose roofing materials from parapet walls.
- 2. Insulation and Decking Installation
- Apply 3" foam insulation, fastened with approved plates and anchors.
- Securely install 7/16" OSB decking to parapet walls using concrete anchors.
- 3. TPO Roof Installation
- Install a 60mil TPO Roof System, secured with plates and fasteners per manufacturer specifications.
- Extend TPO membrane over parapet walls, fully adhering it to the walls but not the field.
- Seal the perimeter with water block sealant and termination bar for added durability.
- 4. Flashings and Drainage Adjustments
- Install pipe flashings, pitch pan flashings, A/C curved flashings, and any additional flashings as required.
- Enhance drainage by repairing two scuppers, replacing one collector box, and installing a new downspout.
- 5. Skylight Removal and Replacement



DOWNTOWN GRANT PERFORMANCE AGREEMENT

This Downtown Grant Performance Agreement ("GRANT AGREEMENT") is executed by and between the Palestine Economic Development Corporation, a Texas Section 4B Economic Development Corporation ("PEDC"), whose address is 100 Willow Creek Pkwy. Suite A, Palestine, Texas 75801, and Palestine Event Center LLC ("APPLICANT"), whose current address is 100 West Crawford Street, Apartment 5, Palestine, Texas 75801.

RECITALS

WHEREAS, the PEDC is an Economic Development Corporation, organized under the Texas Development Corporation Act of 1979, Article 5190.6, Section 4B of Vernon's Texas Civil Statutes, now Section 501 et seq. of the Texas Local Government Code (the Act), and authorized by the City of Palestine, Texas (City);

WHEREAS, the PEDC has adopted, and the City approved, a Downtown Grant Program ("GRANT PROGRAM");

WHEREAS, the APPLICANT submitted its Application dated January 5, 2025 for a Downtown Grant ("APPLICATION"); and

WHEREAS, the APPLICANT plans to make real property capital investments of Sixty-Two Thousand One Hundred Forty-Two Dollars and No Cents (\$62.142.00) for the purpose of a full roof replacement and insulation installation at the business property of The Historic Palestine Event Center, that being 201 W. Crawford St, Palestine, TX 75801 ("PROJECT"). PEDC has found that the proposed improvements of APPLICANT'S property will encourage economic development in the City and will add to the ad valorem tax rolls of the City and other local taxing entities, and the PEDC and City have approved a cash performance grant to APPLICANT that matches funds expended by APPLICANT not to exceed a grant of Forty-Six Thousand Six Hundred Six Dollars and Fifty Cents (\$46,606.50) ("GRANT").

NOW, THEREFORE, in consideration of mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. APPLICANT'S OBLIGATIONS

- 1.1. The GRANT PROGRAM, APPLICATION, and APPLICATION GRANT APPROVAL are incorporated herein by reference as if specifically set forth herein.
- 1.2. APPLICANT accepts such grant subject to PEDC and City approval.
- 1.3. APPLICANT recognizes that, pursuant to the terms and provisions of Texas law, this GRANT AGREEMENT will not be valid and binding on PEDC until it is approved by the City Council of the City of Palestine, Texas.

- 1.4. APPLICANT will secure completion of the improvements in compliance within its APPLICATION, the GRANT APPLICATION APPROVAL, and the GRANT PROGRAM before October 27, 2025.
- 1.5. APPLICANT will obtain all permits required by the CITY or otherwise required by other government authorities for the improvement project.
- 1.6. PEDC, by its designated representative, shall have the right to inspect during the construction of the improvements and, following APPLICANT'S notice of completion, to evaluate APPLICANT'S compliance with the APPLICATION, the GRANT APPLICATION APPROVAL, and the GRANT PROGRAM.

2. FUNDING

- 2.1. APPLICANT will be provided with 50% of the total grant award upon execution of this GRANT AGREEMENT.
- 2.2. APPLICANT shall provide PEDC with written notification of project completion by certified mail, return receipt requested, stating that all improvements have been completed in accordance with the APPLICATION and GRANT APPLICATION APPROVAL and GRANT PROGRAM, and that full payments have been made for all labor and materials with attached payment receipts for materials and labor, required permits, inspection reports, and project photographs.
- 2.3. Upon PEDC'S receipt of APPLICANT'S notification of completion, an on-site inspection may be made by a representative or representatives of PEDC. Such inspection shall not be considered in any way as a reflection of PEDC'S approval on the quality, safety, or reliability of the improvements, such being the sole responsibility of APPLICANT.
- 2.4. Following on-site inspection, PEDC will review the findings and may request additional information if needed and then either notify the APPLICANT of compliance or identify items of non-compliance. APPLICANT shall correct the items of non-compliance within thirty (30) days of notice thereof or this GRANT AGREEMENT shall be immediately cancelled and the APPLICANT shall immediately refund of all grant monies received to date, if any.
- 2.5. Upon the PEDC board of directors making a finding of completion of the project, as per the terms of the APPLICATION, the GRANT APPLICATION APPROVAL and the GRANT AGREEMENT, payment of the remaining 50% of the total grant award will be made.

3. REPRESENTATION AND WARRANTIES

APPLICANT represents and warrants to PEDC that:

- 3.1. APPLICANT has the power and authority, corporate or otherwise, to conduct its business and to perform all of its obligations under this GRANT AGREEMENT.
- 3.2. APPLICANT'S execution, delivery, and performance of this GRANT AGREEMENT has been duly authorized by all necessary action, corporate or otherwise, and does not and will not violate any provision of any existing law, rule, regulation, contract, or lien by which APPLICANT or its property or assets is bound or affected.
- 3.3. To the best of APPLICANT'S knowledge neither it, nor any division, branch, subsidiary, or related agency of the APPLICANT, is a party to any administrative or legal proceeding that is active or threatened against the APPLICANT or APPLICANT'S officers which may result in any material adverse change in APPLICANT'S business operations or assets which may be the subject of this GRANT AGREEMENT.
- 3.4. APPLICANT represents and warrants that they are not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Government Code.
- 3.5. Information, documentation, and other material in connection with the GRANT AGREEMENT may be subject to public disclosure pursuant to Chapter 552 of the Government Code (the "<u>Public Information Act</u>"). To the extent, if any, that any provision of the Agreement is in conflict with the Public Information Act, such provision shall be void and have no force or effect.

In accordance with Section 2252.907 of the Government Code, APPLICANT is required to make any information created or exchanged with the PEDC pursuant to the GRANT AGREEMENT, regardless of contrary provisions contained herein, and not otherwise excepted from disclosure under the Public Information Act, available in a format that is accessible by the public at no additional charge to the PEDC.

- 3.6. *No Indemnification by the PEDC*. APPLICANT and the PEDC expressly acknowledge that the PEDC'S authority to indemnify and hold harmless any third party is governed by Article XI, Section 7, of the Texas Constitution and any provision that purports to require indemnification by the PEDC is invalid. Nothing in this GRANT AGREEMENT requires that the PEDC incur debt, assess or collect funds, or create a sinking fund.
- 3.7. APPLICANT is aware of the limitations imposed on this GRANT and the use of funds by law and acknowledges that the funds herein granted shall be utilized solely for purposes authorized under law and by the terms of this GRANT AGREEMENT. In the event that an audit determines that the financial incentives granted under this GRANT AGREEMENT were not used for proper purposes, APPLICANT agrees to reimburse PEDC for the sums of money spent for purposes not authorized by law or this GRANT AGREEMENT, with interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the City) as its prime or base commercial lending

rate. The payment of interest shall be from the date that the money was spent for purposes not authorized by law or this GRANT AGREEMENT.

- 3.8. APPLICANT does not and will not knowingly employ an undocumented worker, as that term is defined by Tex. Gov't. Code Sec. 2264.001, directly or indirectly through a contractor or subcontractor. If, after receiving the funds herein granted, APPLICANT is convicted of a violation under 8 U.S.C. § 1324a(t), APPLICANT shall repay the amount of the grant paid by PEDC to APPLICANT with interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the City) as its prime or base commercial lending rate. The payment of interest shall be, no later than 120 days after the date that APPLICANT receives notification of such a violation.
- 3.9. APPLICANT shall fully comply with all local, state and federal laws applicable or otherwise implicated by APPLICANT'S receipt of funds under this GRANT PROGRAM, which includes but is not limited to APPLICANT'S compliance with Title VII, Civil Rights Act of 1964, as amended, the Texas Labor Code, the Drug Free Workplace Act of 1988, and the Americans with Disabilities Act, as well as APPLICANT'S refraining from discrimination of persons based on race, color, religion, sex (including pregnancy, childbirth, and related medical conditions; sexual orientation), national origin, disability, age, citizenship status, genetic information, political affiliation or participation in civil rights activities. Furthermore, while the City of Palestine fully supports the exercise of freedom of speech, the City of Palestine will not financially support or fund projects that incorporate or promote ideas of hate or which are intended to vilify, humiliate, or incite hatred against a group or a class of persons on the basis of race, religion, skin color, sexual identity, gender identity, ethnicity, disability or national origin.
- 3.10. APPLICANT will use all commercially reasonable efforts to continue operations in Palestine, Anderson County, Texas.
- 3.11. APPLICANT shall timely pay all ad valorem taxes due and owed by it to the CITY and all other taxing authorities having jurisdiction over the APPLICANT'S property. APPLICANT shall also timely pay any and all water and sewer bills owed to the CITY. In addition, APPLICANT shall timely pay all employment, income, franchise, and other taxes owed by it to all local, state, and federal government entities.
- 3.12. APPLICANT shall properly notify the Anderson County Appraisal District of all capital improvements, personal property, and equipment and shall list the City of Palestine as the taxable situs of all capital improvements, personal property, and equipment located on the property.
- 3.13. If APPLICANT'S operations, past or present, cause the CITY or PEDC to be fined by any governmental entity, this AGREEMENT shall terminate immediately and the PEDC will have no further obligations under this GRANT AGREEMENT and APPLICANT shall immediately repay the CITY or PEDC for such fines, penalties, and expenses within thirty (30) days.

3.14. If the business property, that being <u>201 W. Crawford St., Palestine, Texas 75801</u>, is sold, conveyed, or utilized for a purpose not originally intended by the GRANT APPLICATION within one year of grant funding being awarded to APPLICANT, APPLICANT shall be required to reimburse the PEDC immediately for the full amount of the grant.

4. REMEDIES

- 4.1. Upon default, the non-defaulting party shall have the right to seek any remedy available in law or equity including, termination of this GRANT AGREEMENT, recovery of GRANT funds, and pre-judgment and post-judgment interest at the rate provided by law or as otherwise provided by this GRANT AGREEMENT (whichever is greater).
- 4.2 **Attorney's Fees.** Except as otherwise expressly provided herein, each party shall bear its own costs and attorney's fees in connection with this Agreement, including any dispute relating thereto.

5. MISCELLANEOUS PROVISIONS

- 5.1. All representations, warranties, covenants, and agreements, as well as rights and benefits for the parties to this GRANT AGREEMENT shall survive the payment of grant funds to APPLICANT.
- 5.2. This GRANT AGREEMENT may not be assigned by APPLICANT without the prior written consent of PEDC. No such assignment shall relieve APPLICANT of any of its obligations under this GRANT AGREEMENT.
- 5.3. The GRANT AGREEMENT may not be amended, modified, altered, or changed unless in writing, signed by both parties to this GRANT AGREEMENT and approved by the City of Palestine.
- 5.4. APPLICANT SHALL INDEMNIFY AND HOLD THE PEDC, ITS EMPLOYEES, AND ITS AGENTS HARMLESS FOR ANY DAMAGES, BOTH PERSONAL AND PROPERTY, WHICH MAY RESULT DIRECTLY OR INDIRECTLY FROM ANY INCIDENT ASSOCIATED WITH PROJECT BOTH DURING AND AFTER CONSTRUCTION, AND THAT PEDC, ITS EMPLOYEES, AND ITS AGENTS SHALL NOT BE LIABLE FOR ANY DEBTS INCURRED IN ASSOCIATION WITH THE EXECUTION AND COMPLETION OF THE SUBJECT PROJECT OF THIS APPLICATION.

PEDC, ITS EMPLOYEES, AND ITS AGENTS, DO NOT ATTEST TO THE QUALITY, SAFETY, OR CONSTRUCTION OF A PROJECT ELIGIBLE FOR, OR RECEIVING GRANT FUNDING. THEREFORE, PEDC, ITS EMPLOYEES AND AGENTS SHALL BE HELD HARMLESS BY THE APPLICANT FOR ANY PROJECT WHOSE APPLICATION HAS BEEN APPROVED OR HAS RECEIVED ACTUAL GRANT FUNDING.

- 5.5. **Severability.** In the event of any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporations, or circumstance, shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity, or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the application, validity, or constitutionality of the remaining parts of this Agreement shall not be affected thereby.
- 5.6. This GRANT AGREEMENT shall be binding upon an inure to the benefit of the parties and their respective heirs, administrators, and assigns.
- 5.7. No failure or delay on the part of the PEDC in exercising any right, power, or exercise hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No notice to or demand on APPLICANT in any case shall entitle APPLICANT to any other or further notice or demand in similar or other circumstances.
- 5.8. All notices, consents, requests, demands, and other communication hereunder shall be in writing and shall be deemed to have been duly given to the party hereto if mailed by certified mail, prepaid, to the APPLICANT'S address shown above as first written.
- 5.9. Time is of the essence of this agreement.
- 5.10. Neither party will be liable for delays or failure in its performance hereunder to the extent that such delay or failure is caused by acts of God, war, terrorism, or threats of terrorism, natural disaster, strike, lockout, labor dispute, work stoppage, fire, third-party criminal act, quarantine restriction, epidemic, pandemic, act of government, or other events outside of the reasonable control of a party (a "Force Majeure Event"); provided that the delayed party took reasonable precaution to prevent the impact of the Force Majeure Event.
- 5.11. This GRANT AGREEMENT shall be deemed a contract made under the laws of the State of Texas and for all purposes shall be construed in accordance with the Laws of said State. The venue shall be in Anderson County, Texas.
- 5.12. The providing of this GRANT AGREEMENT by PEDC to APPLICANT by any means of delivery constitutes an offer by PEDC to APPLICANT to accept this GRANT AGREEMENT on the terms and conditions contained therein, subject to approval by the City of Palestine City Council. If APPLICANT has not accepted the offer by ninety (90) days from the date approved by the City Council of the City of Palestine, Texas, the offer will lapse, and the offer and this GRANT AGREEMENT shall become null and void.

6. TERM

6.1. This GRANT AGREEMENT shall be effective on the date of the last signature below. The GRANT AGREEMENT shall terminate one year from the date that the PEDC board of directors

makes a finding of completion of the project pursuant to Section 2.5 of this GRANT AGREEMENT or earlier as otherwise terminated according to the provisions of this GRANT AGREEMENT.

AGREED and **SIGNED** to be effective as of the Effective Date.

For the Applicant(s):	
Palestine Event Center	LLC
By	Date
Kevin Fuhr, Mana	ging Member
For the PEDC:	
Palestine Economic Do	evelopment Corporation
By	Date
Dan Bochsler, Board	President
APPROVED:	
City of Palestine, Texa	IS
Ву	Date
Mitchell Jordan, May	yor —

APPLICATION TO PALESTINE ECONOMIC DEVELOPMENT CORPORATION DOWNTOWN GRANT PROGRAM

1.	Applicant/Applicants name(s): Link Bratton Building LLC			
2.				
	Tirst Time Applicant			
	□ Recurring Applicant			
	Applicants contact Information.			
a.	Phone 903-922-2605			
	Fax			
c.	Email KRF572@G-mail. WM			
	Physical address of property for which grant is being requested. 205WeS+ Crawford			
5.	Is the property in the Palestine Main Street Overlay District? Yes \(\Bar{\text{No}}\) No			
	(Properties must be in the Main Street Overlay District to qualify for the PEDC Downtown Grant.)			
6.	Is the property in the Palestine Historic Overlay District? Yes No			
	(Historic district overlays can be found on the map at https://downtowntx.org/palestine-texas)			
7.	What is the Zoning for the property?			
	(Zoning information can be found at cityofpalestinetx.com)			
8.				
	(Historic District information can be found at https://atlas.thc.texas.gov/NR/pdfs/100007058/100007058.pdf)			
9.	Is it a Contributing property? □ Yes □ No (Map on page 86^)			
10.	Is the property individually listed on the National Register of Historic Places? Yes No			
11.	Is the property a designated Palestine Historical Landmark? Yes No			
12.	Does this project contribute to the Rehabilitation or Stabilization of a Vacant or Blighted Building?			
	□ Yes □ No			
13.	Current occupancy type A 2 Occupancy type upon project completion 12			
14.	Please provide the total square footage of the property: 4,750 sq ft			
15.	Is this a mixed-use (commercial & residential) property?			
	□ Yes 🗖 No			
If so, pl	ease provide a breakdown of the square footage of the property based on current use:			
Comme	ercial:sq ft			
Residen	tial:sq ft			
16.	No. of Stories:			
	Business name, if applicable			
18.	Mailing address 100 WEST Crawford 5t, Palestre TX 75801			

Sole proprietorship					
□ Partnership					
☐ Corporation ☐ Other					
etc					
20. Please provide a brief description of business activity.					
Property leased to New Your Bistro LLC					
21. Is this property owned or leased by Applicant?					
M Owned, please provide proof of ownership.					
☐ Leased, please provide a copy of the lease agreement.					
Name of Lessor					
Address of Lessor					
Lessor Contact: phone email					
22. Date business established in Palestine, TX, if applicable 5/10/21					
23. Number of employees, if applicable Number of new employees, if applicable					
24. Please provide a description of the proposed project:					
Replace failing roof and install 3" insual wr					
to reduce operating costs					

19. This business is a

25. Proposed scope of work (Check all that apply):

raçade/Exterio	r Walls:					
TOT	AL/MAJOR RESTORATION or PARTIAL RESTORATION OR MAINTENANCE					
Including:	□ Slipcover Removal □ Door(s) □ Window(s) □ Brick/Mortar □ Awning					
	☐ Weatherproofing/Sealing ☐ Power Wash/Cleaning ☐ Trim Paint ☐ Wall Paint*					
	☐ Other					
Critical Buildin	ng Components:					
ET REP	PLACEMENT OR MAJOR REPAIR OF MINOR REPAIR OR MAINTENANCE					
Including:	☐ Foundation ☐ Exterior Wall System 📮 Roof					
	☐ Plumbing ☐ Gas System ☐ Electrical ☐ Air Conditioning/Heat					
	□ Other					
Other Building	; Components:					
□ NE	W INSTALLATION or MAJOR REPAIR OR REPLACEMENT					
Including:	☐ Awning/Canopy (no signage) ☐ Grease Trap ☐ Dumpster Enclosure					
i i	☐ Fire Protection/Suppression ☐ Elevator/Lift (for any use) ☐ Ramp/Stairs					
	□ Interior Painting					
	Other					
Business/Prope	erty Signage:					
□ NE	W SIGN/SIGNAGE PACKAGE or □ RESTORATION OF A HISTORIC SIGN					
Texas Accessib	oility Standards (TAS) Upgrades:					
☐ Remova	d of Architectural Barriers to provide accessible routes throughout buildings and facilities by replacement or					
modification	on to items such as doors, doorways, gates, ramps, curb ramps, elevators, platform lifts, etc.					
	on of Communication and Signage that conveys information or instructions that is accessible and usable by					
	h disabilities, especially those with visual or hearing impairments. Examples include fire alarm systems with					
specified v	isual and tonal signals, signs with Braille and raised letters, assistive listening systems, etc.					
☐ Renovat	☐ Renovation of Facilities and Amenities to include elements and features that provide services or convenience to users					
or visitors	with disabilities, especially those with mobility or dexterity impairments. Examples include kitchens,					
kitchenette	es, sinks, toilet facilities, bathing facilities, washing machines, clothes dryers, drinking fountains, dining					
surfaces, w	ork surfaces, storage, etc.					
☐ Technol	logy and Digital Accessibility Upgrades to elements and features of buildings and facilities that involve the					
use of elect	tronic devices or systems to access information or services. Examples of technology and digital accessibility					
include fire	e alarm systems, telephones, assistive listening systems, automatic teller machines (ATMs), fare machines,					
two-way co	ommunication systems, etc.					
Other M	sodifications to the design, installation, and operation of elements and features to be accessible and usable by					
people with	h disabilities, especially those with specific or unique needs or preferences, such as a clear floor or ground					
space, reac	th ranges, operable parts, seats, etc.					

26.	Amount of grant funds requested 42003.75
	(Total possible funding per grant application is \$75,000 maximum)
	Total projected cost of project 56,125
	Estimated start date of project 2/15/24
29.	Estimated completion date of project 3/25/24
	Please provide competitive cost estimates (bids) for each different scope of work from a minimum of two (2)
	licensed and bonded contractors or suppliers. Detailed cost estimates, including material types, paint color samples
	and finishes are required. If two cost estimates are unable to be obtained, a written declination to bid by a licensed
	and bonded contractor may be considered as a substitute for one of the required estimates.
31.	Please provide any additional information which would further help describe this project, including paint color and
	chips, photographs, rendering of design, specifications, and other material to describe your project
32.	Please attach photos of existing conditions.
33.	Please provide any additional information you believe to be important concerning this grant application.
34.	I (we) the undersigned do hereby acknowledge, certify, and agree:
A.	Prior to the submission of this application, a copy of the Palestine Economic Development Corporation Downtown
	Grant Program Guidelines has been obtained, reviewed, and clearly understood and is incorporated as part of the
	Application.
B.	The submission of this Application does not create any property, contract or other legal rights in any person or entity
	that obligates the PEDC to provide grant funding.
C.	Applicant certifies that it, the company, its branches, divisions, and departments do not and will not knowingly
83	employ an "undocumented worker" as that term is defined by the Program Guidelines. Applicant will repay the total
	amount of the grant amounts received with interest if the company is convicted of a violation under 8 U.S.C. Section
	1324a. Repayment will be due no later than the 120th day after the date PEDC notifies the Applicant of the violation
	or as otherwise provided in the Grant Agreement.
D.	Improvements will not commence prior to having received written approval for a grant from PEDC, execution of a
	Grant Agreement and approval of the City of Palestine City Council if necessary. The PEDC Board has the authority
	to consider grants in amounts of less than \$10,000 without requiring final approval from the City of Palestine City
	Council.
E.	Applicant(s) do not currently have outstanding or otherwise delinquent financial obligations to PEDC or the City of
	Palestine such as liens, court fines, city utility bills, sales tax, or property taxes. Further, applicant is not currently a
	party to a pending or active lawsuit against PEDC or the City of Palestine.
	Applicant(s) must obtain all applicable permits related to the improvement project prior to commencement.
G.	Applicant(s) certify that all attached estimates have been obtained from independent, qualified contractors, who are
	in no way affiliated or related to the applicant or competing bidder.
H	This Application and all statements therein are true and correct, and it is executed under penalties of perjury.
gned	this the 5 day of Junuary 20 25
	Applicant
	Applicant

TTO BE COMPLETED BY DEVELOPMENT SERVICES]

Based on the project information provided with this application and	the research documented above, at a minimum the			
project will require the following from Development Services:				
No further municipal approvals				
NA Pre-Development Meeting - Recommended	Date Scheduled			
Certificate of Appropriateness from HLC	Date Received			
Historic Landmark Commission (HLC) Hearing	Date Scheduled			
N/A Sign Permit Application				
Main Street Advisory Board Review	Date Scheduled			
NA Specific Use Permit Application				
Zoning Change Application				
Planning & Zoning Commission Hearing	Date Scheduled			
City Council Meeting to Approve Specific Use Permit	Date Scheduled			
N 12 Procedure for Commercial New Construction and Addition	ons with Building Permit			
(Refer to checklist from Development Services for compl	ete list of documents required)			
Procedure for Commercial Remodels and Repairs with B	uilding Permit - Roof permit			
(Refer to checklist from Development Services for compl	ete list of documents required)			
Nulti-Trade Subcontractor Permit Application (electrical	, plumbing, mechanical)			
Water and Sewer Tap Application				
Health Department Plan Review and Inspection - Can	uch inspections			
WIA Fire Inspection				
NA Public Works & Utilities Inspection				
Building Inspection - Cook inspection				
NA Clean and Show Application	1 1/2/2025			
Clean and Show Application Certificate of Occupancy Application - 2002	than received 17072222			
9.00 M				
Approval of HPO or Interim Director of Development Services:				
Lawren Vivo	Date: 10.100 25			
Approval of Mainstreet District Coordinator:				
Mary how ledger Date: 1/1/ 205				

Note: Any changes to the project scope after the date indicated above will require review by the HPO or Director of Development Services!



CERTIFICATE OF FILING OF

Link-Bratton Building, LLC File Number: 804034338

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 04/23/2021

Effective: 04/23/2021



Ruth R. Hughs Secretary of State

Dial: 7-1-1 for Relay Services Document: 1045426220002 Secretary of State P.O. Box 13697 Austin, TX 78711-3697 FAX: 512/463-5709

Filing Fee: \$300



Certificate of Formation Limited Liability Company

Filed in the Office of the Secretary of State of Texas Filing #: 804034338 04/23/2021 Document #: 1045426220002 Image Generated Electronically for Web Filing

Article 1 - Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

Link-Bratton Building, LLC

Article 2 – Registered Agent and Registered Office

A. The initial registered agent is an organization (cannot be company named above) by the name of:

OR

▼B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:

Kevin Fuhr

C. The business address of the registered agent and the registered office address is:

Street Address:

101 W. Oak St. Palestine TX 75801

Consent of Registered Agent

A. A copy of the consent of registered agent is attached.

OR

☑B. The consent of the registered agent is maintained by the entity.

Article 3 - Governing Authority

A. The limited liability company is to be managed by managers.

OR

■ B. The limited liability company will not have managers. Management of the company is reserved to the members. The names and addresses of the governing persons are set forth below:

Managing Member 1: Nicole Fuhr Title: Managing Member

Address: P.O. Box 2945 Palestine TX, USA 75802

Managing Member 2: Kevin Fuhr Title: Managing Member

Address: P.O. Box 2945 Palestine TX, USA 75802

Article 4 - Purpose

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

[The attached addendum, if any, is incorporated herein by reference.]
Organizer
The name and address of the organizer are set forth below.
Travis J. Phillips 507 W. 10th Street, Austin, Texas 78701
Effectiveness of Filing
☑A. This document becomes effective when the document is filed by the secretary of state.
OR
☐B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:
Execution
The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.
Travis J. Phillips

FILING OFFICE COPY

Signature of Organizer

ESTIMATE

My Texas Contracting, LLC 4608 Maxey Rd Ste 100 Fort Worth, TX 76119 invoices@mytexascontracting.com +1 (817) 887-9020 www.mytexascontracting.com



Bill to

Rodolfo Dominguez Texas Solar Pro 205 W Crawford St. Palestine, TX 75801

Estimate details

Estimate no.: 24168

Estimate date: 11/08/2024

#	Product or service	Description	Qty	Rate	Amount
1.	Services	IB PVC Roof System Overlay		\$56,125.00	\$56,125.00
		Scope of Work			
		We Propose:			
		-To clean all debris from entire roof.			
		-Install new 1" foam insulation, attach with plates and approve fasteners by IB manufacturer.			
		-Will install 50 mil. IB PVC Roof System, "Grease Resistance" attach with plates and fasteners by IB manufacturer.			
		-Will Install new pipe flashings, pitch pan flashings, A/C curved flashings and any other flashings as needed.			
		-IB membrane will be up and over the parapet walls. Will fully adhere to the walls only, not field. Will use water block sealant and termination bar all around the perimeter.			
		Total Approx. 42 SQs; including field, parapet walls and waste factor			
		3-Year Workmanship Warranty 20-Year Manufacturer Warranty			
		50% down payment and 50% upon completion			
		This price includes Lodging, Skytrack, and Turn-			

key.

This price is good for 30 days starting 11/08/24.

2.

"Optional Product"

Ecodur Castagra Roof Coating System

We Propose:

-To Power Wash the entire roof, let it dry out, and

reseal all flashings with M-1 Sealant.

Will apply one coat on all flashings, then apply

one coating on entire roof.

Total Approx. 42 SQs

Total Optional: \$24,975.00

Total \$56,125.00

Accepted date Accepted by

Texas Solar Pro 545 Jealouse Way Cedar Hill, TX 75104 US

Estimate 1390



ADDRESS

+1 4695810008 ryan@texassolar.pro

SHIP TO

Kevin Fuhr 201-205 West

Kevin Fuhr 201-205 West

Crawford

Crawford

201-205 West Crawford Street 201-205 West Crawford Street Palestine, Texas 75801 USA

Palestine, Texas 75801 USA

DATE 11/26/2024

TOTAL \$128,700.00

DATE	ACTIVITY	DESCRIPTION		QTY	RATE	AMOUNT
	Roofing	Project Specificati	ons:	1 1:	28,700.00	128,700.00
		 Roof Coverage: squares (includes walls, and waste f 	field, parapet			
		Warranties:				
		• 3-Year Workma	nship Warranty			
		• 20-Year Manufa	cturer Warranty			
50% payment is due at the start of the project, with the remaining 50% upon completion.		SUBTOTAL			128,700.00	
			TAX			0.00
This proposa	al is valid for 30 days, star	ting November 26, 2024.			Φ4	00 700 00
			TOTAL		\$1.	28,700.00
Thank you!					THANK YOU.	

Accepted By **Accepted Date**



Scope of Work:

We propose the following services:

- 1. Roof Cleaning and Preparation
- · Remove all debris from the roof.
- Clear and haul away loose roofing materials from parapet walls.
- 2. Insulation and Decking Installation
- Apply 3" foam insulation, fastened with approved plates and anchors.
- Securely install 7/16" OSB decking to parapet walls using concrete anchors.
- 3. TPO Roof Installation
- Install a 60mil TPO Roof System, secured with plates and fasteners per manufacturer specifications.
- Extend TPO membrane over parapet walls, fully adhering it to the walls but not the field.
- Seal the perimeter with water block sealant and termination bar for added durability.
- 4. Flashings and Drainage Adjustments
- Install pipe flashings, pitch pan flashings, A/C curved flashings, and any additional flashings as required.
- Enhance drainage by repairing two scuppers, replacing one collector box, and installing a new downspout.
- 5. Skylight Removal and Replacement



DOWNTOWN GRANT PERFORMANCE AGREEMENT

This Downtown Grant Performance Agreement ("GRANT AGREEMENT") is executed by and between the Palestine Economic Development Corporation, a Texas Section 4B Economic Development Corporation ("PEDC"), whose address is 100 Willow Creek Pkwy. Suite A, Palestine, Texas 75801, and Link Bratton Building LLC ("APPLICANT"), whose current address is 100 West Crawford Street, Apartment 5, Palestine, Texas 75801.

RECITALS

WHEREAS, the PEDC is an Economic Development Corporation, organized under the Texas Development Corporation Act of 1979, Article 5190.6, Section 4B of Vernon's Texas Civil Statutes, now Section 501 et seq. of the Texas Local Government Code (the Act), and authorized by the City of Palestine, Texas (City);

WHEREAS, the PEDC has adopted, and the City approved, a Downtown Grant Program ("GRANT PROGRAM");

WHEREAS, the APPLICANT submitted its Application dated January 5, 2025 for a Downtown Grant ("APPLICATION"); and

WHEREAS, the APPLICANT plans to make real property capital investments of Fifty-Six Thousand One Hundred Twenty-Five Dollars and No Cents (\$56.125.00) for the purpose of a full roof replacement and insulation installation at the business property of New Town Double Tap, that being 205 W. Crawford St, Palestine, TX 75801 ("PROJECT"). PEDC has found that the proposed improvements of APPLICANT'S property will encourage economic development in the City and will add to the ad valorem tax rolls of the City and other local taxing entities, and the PEDC and City have approved a cash performance grant to APPLICANT that matches funds expended by APPLICANT not to exceed a grant of Forty-Two Thousand Ninety-Three Dollars and Seventy-Five Cents (\$42,093.75) ("GRANT").

NOW, THEREFORE, in consideration of mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. APPLICANT'S OBLIGATIONS

- 1.1. The GRANT PROGRAM, APPLICATION, and APPLICATION GRANT APPROVAL are incorporated herein by reference as if specifically set forth herein.
- 1.2. APPLICANT accepts such grant subject to PEDC and City approval.
- 1.3. APPLICANT recognizes that, pursuant to the terms and provisions of Texas law, this GRANT AGREEMENT will not be valid and binding on PEDC until it is approved by the City Council of the City of Palestine, Texas.

- 1.4. APPLICANT will secure completion of the improvements in compliance within its APPLICATION, the GRANT APPLICATION APPROVAL, and the GRANT PROGRAM before October 27, 2025.
- 1.5. APPLICANT will obtain all permits required by the CITY or otherwise required by other government authorities for the improvement project.
- 1.6. PEDC, by its designated representative, shall have the right to inspect during the construction of the improvements and, following APPLICANT'S notice of completion, to evaluate APPLICANT'S compliance with the APPLICATION, the GRANT APPLICATION APPROVAL, and the GRANT PROGRAM.

2. FUNDING

- 2.1. APPLICANT will be provided with 50% of the total grant award upon execution of this GRANT AGREEMENT.
- 2.2. APPLICANT shall provide PEDC with written notification of project completion by certified mail, return receipt requested, stating that all improvements have been completed in accordance with the APPLICATION and GRANT APPLICATION APPROVAL and GRANT PROGRAM, and that full payments have been made for all labor and materials with attached payment receipts for materials and labor, required permits, inspection reports, and project photographs.
- 2.3. Upon PEDC'S receipt of APPLICANT'S notification of completion, an on-site inspection may be made by a representative or representatives of PEDC. Such inspection shall not be considered in any way as a reflection of PEDC'S approval on the quality, safety, or reliability of the improvements, such being the sole responsibility of APPLICANT.
- 2.4. Following on-site inspection, PEDC will review the findings and may request additional information if needed and then either notify the APPLICANT of compliance or identify items of non-compliance. APPLICANT shall correct the items of non-compliance within thirty (30) days of notice thereof or this GRANT AGREEMENT shall be immediately cancelled and the APPLICANT shall immediately refund of all grant monies received to date, if any.
- 2.5. Upon the PEDC board of directors making a finding of completion of the project, as per the terms of the APPLICATION, the GRANT APPLICATION APPROVAL and the GRANT AGREEMENT, payment of the remaining 50% of the total grant award will be made.

3. REPRESENTATION AND WARRANTIES

APPLICANT represents and warrants to PEDC that:

- 3.1. APPLICANT has the power and authority, corporate or otherwise, to conduct its business and to perform all of its obligations under this GRANT AGREEMENT.
- 3.2. APPLICANT'S execution, delivery, and performance of this GRANT AGREEMENT has been duly authorized by all necessary action, corporate or otherwise, and does not and will not violate any provision of any existing law, rule, regulation, contract, or lien by which APPLICANT or its property or assets is bound or affected.
- 3.3. To the best of APPLICANT'S knowledge neither it, nor any division, branch, subsidiary, or related agency of the APPLICANT, is a party to any administrative or legal proceeding that is active or threatened against the APPLICANT or APPLICANT'S officers which may result in any material adverse change in APPLICANT'S business operations or assets which may be the subject of this GRANT AGREEMENT.
- 3.4. APPLICANT represents and warrants that they are not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Government Code.
- 3.5. Information, documentation, and other material in connection with the GRANT AGREEMENT may be subject to public disclosure pursuant to Chapter 552 of the Government Code (the "Public Information Act"). To the extent, if any, that any provision of the Agreement is in conflict with the Public Information Act, such provision shall be void and have no force or effect.

In accordance with Section 2252.907 of the Government Code, APPLICANT is required to make any information created or exchanged with the PEDC pursuant to the GRANT AGREEMENT, regardless of contrary provisions contained herein, and not otherwise excepted from disclosure under the Public Information Act, available in a format that is accessible by the public at no additional charge to the PEDC.

- 3.6. *No Indemnification by the PEDC*. APPLICANT and the PEDC expressly acknowledge that the PEDC'S authority to indemnify and hold harmless any third party is governed by Article XI, Section 7, of the Texas Constitution and any provision that purports to require indemnification by the PEDC is invalid. Nothing in this GRANT AGREEMENT requires that the PEDC incur debt, assess or collect funds, or create a sinking fund.
- 3.7. APPLICANT is aware of the limitations imposed on this GRANT and the use of funds by law and acknowledges that the funds herein granted shall be utilized solely for purposes authorized under law and by the terms of this GRANT AGREEMENT. In the event that an audit determines that the financial incentives granted under this GRANT AGREEMENT were not used for proper purposes, APPLICANT agrees to reimburse PEDC for the sums of money spent for purposes not authorized by law or this GRANT AGREEMENT, with interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the City) as its prime or base commercial lending

rate. The payment of interest shall be from the date that the money was spent for purposes not authorized by law or this GRANT AGREEMENT.

- 3.8. APPLICANT does not and will not knowingly employ an undocumented worker, as that term is defined by Tex. Gov't. Code Sec. 2264.001, directly or indirectly through a contractor or subcontractor. If, after receiving the funds herein granted, APPLICANT is convicted of a violation under 8 U.S.C. § 1324a(t), APPLICANT shall repay the amount of the grant paid by PEDC to APPLICANT with interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the City) as its prime or base commercial lending rate. The payment of interest shall be, no later than 120 days after the date that APPLICANT receives notification of such a violation.
- 3.9. APPLICANT shall fully comply with all local, state and federal laws applicable or otherwise implicated by APPLICANT'S receipt of funds under this GRANT PROGRAM, which includes but is not limited to APPLICANT'S compliance with Title VII, Civil Rights Act of 1964, as amended, the Texas Labor Code, the Drug Free Workplace Act of 1988, and the Americans with Disabilities Act, as well as APPLICANT'S refraining from discrimination of persons based on race, color, religion, sex (including pregnancy, childbirth, and related medical conditions; sexual orientation), national origin, disability, age, citizenship status, genetic information, political affiliation or participation in civil rights activities. Furthermore, while the City of Palestine fully supports the exercise of freedom of speech, the City of Palestine will not financially support or fund projects that incorporate or promote ideas of hate or which are intended to vilify, humiliate, or incite hatred against a group or a class of persons on the basis of race, religion, skin color, sexual identity, gender identity, ethnicity, disability or national origin.
- 3.10. APPLICANT will use all commercially reasonable efforts to continue operations in Palestine, Anderson County, Texas.
- 3.11. APPLICANT shall timely pay all ad valorem taxes due and owed by it to the CITY and all other taxing authorities having jurisdiction over the APPLICANT'S property. APPLICANT shall also timely pay any and all water and sewer bills owed to the CITY. In addition, APPLICANT shall timely pay all employment, income, franchise, and other taxes owed by it to all local, state, and federal government entities.
- 3.12. APPLICANT shall properly notify the Anderson County Appraisal District of all capital improvements, personal property, and equipment and shall list the City of Palestine as the taxable situs of all capital improvements, personal property, and equipment located on the property.
- 3.13. If APPLICANT'S operations, past or present, cause the CITY or PEDC to be fined by any governmental entity, this AGREEMENT shall terminate immediately and the PEDC will have no further obligations under this GRANT AGREEMENT and APPLICANT shall immediately repay the CITY or PEDC for such fines, penalties, and expenses within thirty (30) days.

3.14. If the business property, that being <u>205 W. Crawford St., Palestine, Texas 75801</u>, is sold, conveyed, or utilized for a purpose not originally intended by the GRANT APPLICATION within one year of grant funding being awarded to APPLICANT, APPLICANT shall be required to reimburse the PEDC immediately for the full amount of the grant.

4. REMEDIES

- 4.1. Upon default, the non-defaulting party shall have the right to seek any remedy available in law or equity including, termination of this GRANT AGREEMENT, recovery of GRANT funds, and pre-judgment and post-judgment interest at the rate provided by law or as otherwise provided by this GRANT AGREEMENT (whichever is greater).
- 4.2 **Attorney's Fees.** Except as otherwise expressly provided herein, each party shall bear its own costs and attorney's fees in connection with this Agreement, including any dispute relating thereto.

5. MISCELLANEOUS PROVISIONS

- 5.1. All representations, warranties, covenants, and agreements, as well as rights and benefits for the parties to this GRANT AGREEMENT shall survive the payment of grant funds to APPLICANT.
- 5.2. This GRANT AGREEMENT may not be assigned by APPLICANT without the prior written consent of PEDC. No such assignment shall relieve APPLICANT of any of its obligations under this GRANT AGREEMENT.
- 5.3. The GRANT AGREEMENT may not be amended, modified, altered, or changed unless in writing, signed by both parties to this GRANT AGREEMENT and approved by the City of Palestine.
- 5.4. APPLICANT SHALL INDEMNIFY AND HOLD THE PEDC, ITS EMPLOYEES, AND ITS AGENTS HARMLESS FOR ANY DAMAGES, BOTH PERSONAL AND PROPERTY, WHICH MAY RESULT DIRECTLY OR INDIRECTLY FROM ANY INCIDENT ASSOCIATED WITH PROJECT BOTH DURING AND AFTER CONSTRUCTION, AND THAT PEDC, ITS EMPLOYEES, AND ITS AGENTS SHALL NOT BE LIABLE FOR ANY DEBTS INCURRED IN ASSOCIATION WITH THE EXECUTION AND COMPLETION OF THE SUBJECT PROJECT OF THIS APPLICATION.

PEDC, ITS EMPLOYEES, AND ITS AGENTS, DO NOT ATTEST TO THE QUALITY, SAFETY, OR CONSTRUCTION OF A PROJECT ELIGIBLE FOR, OR RECEIVING GRANT FUNDING. THEREFORE, PEDC, ITS EMPLOYEES AND AGENTS SHALL BE HELD HARMLESS BY THE APPLICANT FOR ANY PROJECT WHOSE APPLICATION HAS BEEN APPROVED OR HAS RECEIVED ACTUAL GRANT FUNDING.

- 5.5. **Severability.** In the event of any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporations, or circumstance, shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity, or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the application, validity, or constitutionality of the remaining parts of this Agreement shall not be affected thereby.
- 5.6. This GRANT AGREEMENT shall be binding upon an inure to the benefit of the parties and their respective heirs, administrators, and assigns.
- 5.7. No failure or delay on the part of the PEDC in exercising any right, power, or exercise hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No notice to or demand on APPLICANT in any case shall entitle APPLICANT to any other or further notice or demand in similar or other circumstances.
- 5.8. All notices, consents, requests, demands, and other communication hereunder shall be in writing and shall be deemed to have been duly given to the party hereto if mailed by certified mail, prepaid, to the APPLICANT'S address shown above as first written.
- 5.9. Time is of the essence of this agreement.
- 5.10. Neither party will be liable for delays or failure in its performance hereunder to the extent that such delay or failure is caused by acts of God, war, terrorism, or threats of terrorism, natural disaster, strike, lockout, labor dispute, work stoppage, fire, third-party criminal act, quarantine restriction, epidemic, pandemic, act of government, or other events outside of the reasonable control of a party (a "Force Majeure Event"); provided that the delayed party took reasonable precaution to prevent the impact of the Force Majeure Event.
- 5.11. This GRANT AGREEMENT shall be deemed a contract made under the laws of the State of Texas and for all purposes shall be construed in accordance with the Laws of said State. The venue shall be in Anderson County, Texas.
- 5.12. The providing of this GRANT AGREEMENT by PEDC to APPLICANT by any means of delivery constitutes an offer by PEDC to APPLICANT to accept this GRANT AGREEMENT on the terms and conditions contained therein, subject to approval by the City of Palestine City Council. If APPLICANT has not accepted the offer by ninety (90) days from the date approved by the City Council of the City of Palestine, Texas, the offer will lapse, and the offer and this GRANT AGREEMENT shall become null and void.

6. TERM

6.1. This GRANT AGREEMENT shall be effective on the date of the last signature below. The GRANT AGREEMENT shall terminate one year from the date that the PEDC board of directors

makes a finding of completion of the project pursuant to Section 2.5 of this GRANT AGREEMENT or earlier as otherwise terminated according to the provisions of this GRANT AGREEMENT.

AGREED and **SIGNED** to be effective as of the Effective Date.

For the Applicant(s)	:	
Link Bratton Building		
By	Date	
Kevin Fuhr, Man	aging Member	
For the PEDC:		
Palestine Economic I	Development Corporation	
By	Date	
Dan Bochsler, Board	l President	
APPROVED:		
City of Palestine, Tex	as	
Ву	Date	
Mitchell Jordan, Ma	iyor —	



Agenda Date: 01/14/2025

To: Palestine Economic Development Corporation From: Lisa Bowman, Economic Development Admin

Agenda Item: Consider approval of the PEDC Minutes from December 10, 2024.

SUMMARY:

Consider approval of the PEDC Minutes from December 10, 2024.

RECOMMENDED ACTION:

Consider approval of the PEDC Minutes from December 10, 2024.

Attachments

PEDC Minutes 12.10.24

THE STATE OF TEXAS	§
COUNTY OF ANDERSON	§
CITY OF PALESTINE	§

The Economic Development Board of the City of Palestine convened in a regular meeting on Tuesday, December 10, 2024, at 10:00 a.m., at PEDC Office, 100 Willow Creek Pkwy, Suite A, Palestine, Texas, with the following people present: President Dan Bochsler; Vice-President Kim Willmott; Secretary/Treasurer Charles Drane; Directors: Veer Patel, Firouz Haghighi.

Staff Present: PEDC Director Christophe Trahan, Marketing Analyst Will James, and Administrative Assistant Lisa Bowman.

Others Present: City Manager Teresa Herrera and City Finance Director Andrew Sibai, Mollard Properties, Ltd. Owner Jean Mollard, Mike Searcy, Warren's Barber Shop owner Saundra Vasquez, and Venture Commercial Real Estate, LLC. representatives John Christon, Will Meachum & Josh Devin.

A. CALL TO ORDER

With a quorum present, President Bochsler called the meeting to order at 10:00 a.m.

Director Thompson entered the board meeting at 10:01 a.m.

B. PROPOSED CHANGES OF AGENDA ITEMS

President Bochsler proposed to have item J. Director's Report to be moved and discussed after item E. Items from Board.

C. PUBLIC COMMENTS

There were none.

D. CONFLICT OF INTEREST DISCLOSURES

There were none.

E. ITEMS FROM BOARD

There were none.

J. DIRECTOR'S REPORT

- 1. Review monthly Director's Report.
 - ACTE Conference San Antonio, TX
 - Texas Labor Market Information Data Regional Unemployment Comparison.
 - Strategic Plan Activity Report
- 2. Review monthly Marketing Analyst Report.
 - Introductory meeting with MultiView
 - Lender's Roundtable Meeting

F. <u>DISCUSSION AND ACTION ITEMS</u>

1. Presentation regarding a Downtown Grant Application & Perf. Agreement with Saundra Vasquez d/b/a Warren's Barber Shop.

Saundra Vasquez, d/b/a Warren's Barber Shop, presented to the board her Downtown Grant Application requesting funds to assist with the cost of removing the existing awning and constructing a new overhead canopy for the business located at 307 W. Oak Street.

2. Discussion and possible action regarding a Downtown Grant Application & perf. Agreement with Mollard Properties, Ltd., a Texas limited partnership.

Jean Mollard, owner of Mollard Properties, Ltd., presented to the board her Downtown Grant Application requesting funds to assist with the cost of power washing & repainting bands, entries, window ledges, flashing, balcony railing, and elevator shaft for the business located at 400 N. Queen Street.

3. Discussion and possible action regarding the Downtown Grant Performance Agreement with Kevin Fuhr d/b/a The Historic Palestine Event Center.

Motion by Director Thompson, seconded by Vice President Willmott to approve the final payment to Kevin Fuhr d/b/a The Historic Palestine Event Center for work completed under their Grant Performance Agreement. Upon vote, the motion carried unanimously 6-0.

4. Consider approval of the PEDC Minutes from November 12, 2024.

Motion by Director Thompson, seconded by Director Patel to approve the item as presented. Upon vote, the motion carried unanimously 6-0.

5. Consider approval of the November 2024 Financial Report.

Motion by Director Thompson, seconded by Vice President Willmott to approve the item as presented. Upon vote, the motion carried unanimously 6-0.

6. Discussion and possible action regarding revisions to the Palestine EDC Downtown Grant Program Guidelines.

Director Trahan presented to the board updated language to the Downtown Grant Guidelines for the following section:

Section 7: Restrictions

B. Grant Program funds are limited to materials and labor directly contributing to the eligible improvements defined herein. General contracting fees and city permitting fees are not eligible costs for reimbursement.

E. If a property is sold, **utilized**, or conveyed for a purpose not originally intended by the grant application, whether by owner or by leasing tenant, within one year of grant funding being awarded to the applicant, the applicant may be required to reimburse the PEDC immediately for the full amount of the grant.

Motion by Director Thompson, seconded by Secretary/Treasurer Drane to approve the item as presented. Upon vote, the motion carried unanimously 6-0.

7. Consideration and possible action regarding a budget amendment to PEDC's Com. Dev. Grant Program budget line item.

Director Trahan proposed to have PEDC's Com. Dev. Grant Program budget line item increased by an additional \$75,000 for the fiscal year 2024-2025.

Motion by Director Thompson, seconded by Director Patel to amend the Com. Dev. Grant Program budget line to \$150,000.00. Upon vote, the motion carried unanimously 6-0.

8. Consideration of and possible action on Resolution No. R-06-24, a resolution of the PEDC declaring projects of the PEDC offering economic development grants to incentivize community development and authorizing and directing staff to publish notice of the same.

Motion by Director Thompson, seconded by Vice President Willmott to approve the item as presented. Upon vote, the motion carried unanimously 6-0.

9. Presentation and possible action regarding services for an updated promotional video for PEDC.

Marketing Analyst James presented to the board multiple bids for work regarding an updated promotional video for PEDC.

Motion by Director Thompson, seconded by Secretary/Treasurer Drane to approve the contract with Viking Film Works in the amount of \$20,000.00. Upon vote, the motion carried unanimously 6-0.

10. Consideration and possible action regarding an Easement Agreement between PEDC and Stewart & Jane Kenderdine.

Motion by Director Thompson, seconded by Vice President Willmott to approve the item as presented. Upon vote, the motion carried unanimously 6-0.

11. Presentation from John Christon with Venture Commercial Real Estate, LLC. regarding the Palestine Mall.

A presentation was made by Venture Commercial Real Estate, LLC representatives John Christon, Will Meachum, and Josh Devin regarding the business plan for the Palestine Mall and requesting financial assistance from the PEDC for renovations to the parking lot.

G. CLOSED SESSION

Dan Bochsler announced the board will go into closed session pursuant to Texas Government Code, Chapter 551, subchapter D. The time was 12:15 p.m.

- 1. Section 551.087 deliberation regarding Economic Development negotiations; to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiation or to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision.
- a.) Palestine Mall Letter of Intent/Resolution R-7-24 declaring a project for the expenditure of funds for an economic development initiative.
- b.) Saundra Vasquez d/b/a Warren's Barber Shop
- c.) Mollard Properties, Ltd., a Texas limited partnership

H. RECONVENE IN REGULAR SESSION

President Bochsler reconvened the board meeting into regular session at 12:58 p.m.

I. DISCUSSION AND POSSIBLE ACTION ON CLOSED SESSION ITEMS

1. Discussion and possible action regarding Palestine Mall - Letter of Intent/Resolution R-7-24 declaring a project for the expenditure of funds for an economic development initiative.

Motion by Secretary/Treasurer Drane, seconded by Director Haghighi to approve the items as presented. Upon vote, the motion carried 5-1.

2. Discussion and possible action regarding Saundra Vasquez d/b/a Warren's Barber Shop.

Motion by Director Thompson, seconded by Vice President Willmott to approve the Downtown Grant application and Performance Agreement for Saundra Vasquez d/b/a Warren's Barber Shop in the amount of \$5,550. Upon vote, the motion carried unanimously 6-0.

3. Discussion and possible action regarding Mollard Properties, Ltd., a Texas limited partnership.

Motion by Director Patel, seconded by Director Thompson to approve the Downtown Grant application and Performance Agreement for Mollard Properties, Ltd., a Texas limited Partnership in the amount of \$40,106.25. Upon vote, the motion carried unanimously 6-0.

K. ADJOURN

With no other business to come before the Board, President Bochsler adjourned the meeting at 1:01 p.m.

PASSED AND APPROVED THIS 14th DAY OF January 2025.

ATTEST:	Dan Bochsler, President
Lisa Bowman, Administrative Assistant	



Agenda Date: 01/14/2025

To: Palestine Economic Development Corporation From: Lisa Bowman, Economic Development Admin

Agenda Item: Consider approval of the December 2024 Financial Report.

SUMMARY:

Consider approval of the December 2024 Financial Report.

RECOMMENDED ACTION:

Staff recommends approval of the December 2024 Financial Report.

Attachments

Dec. 2024 Financial Report





		Current				Budget	Prior Year	INC/(DEC)
		Budget	Current Period	Current Y-T-D	Budget	Balance	Y-T-D Actual	Prior Year
BEGINNING FUND BALANCE		\$ 3,986,395	\$ 3,986,395					
REVENUE								
41013	PEDC SALES TAX	1,325,055	116,282	353,096	26.6%	971,959	327,089	26,007
41609	RENT - SUITE B	36,000	3,000	9,000	25.0%	27,000	9,000	-
41610	RENT - RESULTS CO	-	-	-	0.0%	-	53,861	(53,861)
41807	ETEX FIBER RECAPTURE	400,000	-	102,400	25.6%	297,600	99,381	3,019
41818	DEBT OR OTHER FINANCING	-	-	-	0.0%	-	-	-
41901	INTEREST REVENUE	65,000	10,211	35,312	54.3%	29,688	27,911	7,400
41932	TAH LOAN PYMT	34,064	2,839	8,516	25.0%	25,548	8,516	-
41938	SALE OF PROPERTY	-	-	-	0.0%	-	-	-
	*** TOTAL REVENUE ***	1,860,119	132,333	508,324	27.3%	1,351,795	525,758	(17,434)
EXPENSE								
PERSONNEL								
51010	SALARIES & WAGES	175,555	13,431	39,609	22.6%	135,946	30,166	9,443
51030	LONGEVITY	288	39	80	27.7%	208	48	31
51036	CELL PHONE ALLOWANCE	600	50	123	20.4%	478	127	(4)
51040	SOCIAL SECURITY	13,817	1,031	3,036	22.0%	10,780	2,318	718
51050	HEALTH INSURANCE	24,943	1,881	6,776	27.2%	18,167	5,043	1,733
51061	WORKER'S COMPENSATION	708	55	163	23.1%	545	124	39
51070	RETIREMENT	26,124	1,959	5,769	22.1%	20,355	4,302	1,466
	*** EXPENSE CATEGORY TOTALS ***	242,034	18,446	55,556	23.0%	186,478	42,130	13,426
SUPPLIES AN	ND MATERIALS							
52010	OFFICE SUPPLIES/EQUIPMENT	4,100	112	327	8.0%	3,773	369	(41)
52020	POSTAGE	300	-	-	0.0%	300	-	-
52091	FURNITURE & OFFICE EQUIPMENT	2,500	33	33	1.3%	2,467	575	(543)
	*** EXPENSE CATEGORY TOTALS ***	6,900	145	360	5.2%	6,540	369	(41)
PROF/CONT	RACTUAL SERV							
53010	LEGAL SERVICES	55,000	-	878	1.6%	54,123	14,104	(13,227)
53020	AUDIT & ACCOUNTING SERVICES	5,000	-	742	14.8%	4,258	436	306
53030	PROFESSIONAL SERVICES	45,000	-	-	0.0%	45,000	1,200	(1,200)
53031	CONSULTANT SERVICES	20,000	-	-	0.0%	20,000	-	-
53090	IT SUPPORT	1,897	-	305	16.1%	1,593	609	(305)
53095	SOFTWARE MAINTENANCE	833	-	230	27.7%	603	273	(43)
53150	MARKETING SERVICES	75,000	10,049	12,594	16.8%	62,406	12,208	386
53311	PRINTER/COPIER LEASE	3,500	237	237	6.8%	3,263	-	237
53500	LEGAL NOTICES	3,000	-	-	0.0%	3,000	-	-
53509	MEMBERSHIPS & SUBSCRIPTIONS	22,250	173	8,707	39.1%	13,543	16,980	(8,272)
53510	TRAVEL AND TRAINING	10,000	312	4,096	41.0%	5,904	663	3,434
53512	PRINTING SERVICES	-	-	-	0.0%	-	-	-
53514	TML INSURANCE	13,000	-	15,187	116.8%	(2,187)	12,135	3,052



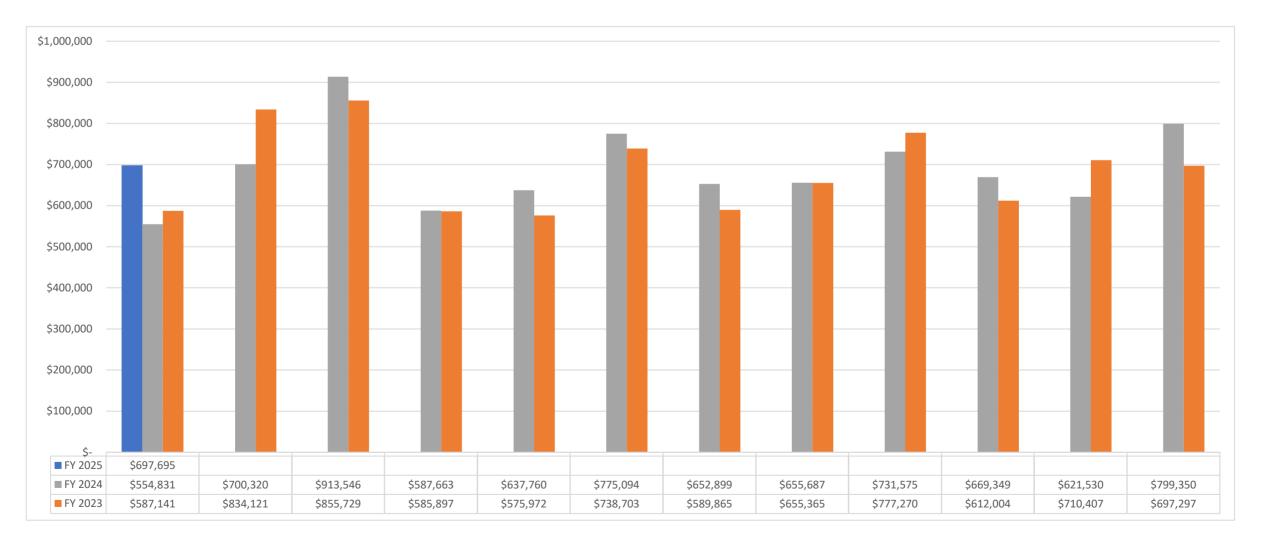


SSS15 INSURANCE AND RONDS			Current Budget	Current Period	Current Y-T-D	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
SANIORAL SENUES									
193617 PRODETS SUPPORT GRANTS 300,000			•	-					-
\$2,000 \$				-	600			1,225	(625)
15863 COM DRY GRANT-GENTER PEOCRAM 75,000 -1,338 84,865 33,96 165,135 13,000 15,000 12,338 84,865 33,96 165,135 13,100 12,000				-	-			-	-
13,864 BLOG IMPROVEMENT GRANT PROG 25,0000 21,338 84,885 33.9% 165,135 13,100					-			-	-
MAINTENANCE & REPAIR 54010 BLDC/STRUCTURE/GRNDS MAINTENANCE 100,000 3,008 3,665 3.7% 96,335 15,115 ***EXPENSE CATEGORY TOTALS**** 100,000 3.008 3,665 3.7% 96,335 15,115 UTILUTIES UTILUTIES UTILUTIES - LECTRIC 78,000 4,651 6,788 8.7% 71,212 1,167 54501 UTILUTIES - WATER/SEWER 4,000 381 803 22.8% 3,107 700 54503 PHONES/INTERNET 3,000 244 799 26.6% 2,201 1,241 ****EXPENSE CATEGORY TOTALS*** 85,000 5,287 8,480 10.0% 76,520 3,108 ****EXPENSE CATEGORY TOTALS*** 15,000 407 485 13.3% 3015 865 ****EXPENSE CATEGORY TOTALS*** 18,500 407 485 13.3% 3015 865 ****EXPENSE CATEGORY TOTALS*** 18,500 407 485 13.3% 3015 865 ****EXPENSE CATEGORY TOTALS*** 18,500 407 485 13.3% 3015 865 ****EXPENSE CATEGORY TOTALS*** 18,500 407 485 2.6% 18,015 1,173 ****EXPENSE CATEGORY TOTALS*** 18,500 407 485 0.0% 563,374 (5,687) ****EXPENSE CATEGORY TOTALS*** 18,500 407 485 0.0% 563,374 (5,687) ****EXPENSE CATEGORY TOTALS*** 18,500 1NITHEST-BONDED DRITH PAYMENT 563,374 0.0% 563,374 (5,687) ****EXPENSE CATEGORY TOTALS*** 731,928 - (32,879) 4.5% 764,807 (5,687) ****EXPENSE CATEGORY TOTALS*** 2,000 CAPITAL OUTLAY 0.0% 0					- 84,865			13,100	- 71,765
MAINTENANCE & REPAIR 100,000 3,008 3,665 3,7% 96,335 15,115		*** EXPENSE CATEGORY TOTALS ***	909,680	32,110	128,442	14.1%	781,238	72,933	55,508
SUBJECTIVE CATEGORY TOTALS *** 100,000 3,008 3,665 3,7% 96,335 15,115					 				
### EXPENSE CATEGORY TOTALS *** 100,000 3,008 3,665 3,7% 96,335 15,115			100 000	3 008	3 665	3 7%	96 335	15 115	(11,450)
UTILITIES	34010	BEDG/STROCTORE/GRADS WARTERANCE	100,000	3,000	3,003	3.770	30,333	13,113	(11,430)
1450		*** EXPENSE CATEGORY TOTALS ***	100,000	3,008	3,665	3.7%	96,335	15,115	(11,450)
March Marc	UTILITIES								
PHONES/INTERNET 3,000 244 799 26.6% 2,201 1,241	54500	UTILITIES - ELECTRIC	78,000	4,661	6,788	8.7%	71,212	1,167	5,621
*** EXPENSE CATEGORY TOTALS *** *** TOTAL EXPENSE CATEGORY TOTALS *** *** TOTAL EXPENSE *** *** EXPENSE CATEGORY TOTALS *** *** EXPENSE CATEGORY TOTALS *** *** EXPENSE CATEGORY TOTALS *** *** TOTAL EXPENSE *	54501	UTILITIES - WATER/SEWER	4,000	381	893	22.3%	3,107	700	193
OTHER/MISC. 55009 BUSINESS RETENTION/EXPANSION 15,000 - - 0.0% 15,000 308 55200 MEETING MEALS 3,500 407 485 13.9% 3,015 865 *** EXPENSE CATEGORY TOTALS *** 18,500 407 485 2.6% 18,015 1,173 DEBT SERVICE 56005 REVENUE BOND PRIN PAYMENT 563,374 - 0.0% 563,374 (5,687) 56050 INTEREST-BONDED DEBT 168,554 - (32,879) -19.5% 201,433 - 56054 PAY/ESCROW AGENT FEES 731,928 - (32,879) -4.5% 764,807 (5,687) *** EXPENSE CATEGORY TOTALS *** 731,928 - (32,879) -4.5% 764,807 (5,687) *** EXPENSE CATEGORY TOTALS **** - - 0.0% - - - INTERFUND ACTIVITY - - 0.0% - - - - - 0.0% -	54503	PHONES/INTERNET	3,000	244	799	26.6%	2,201	1,241	(442)
S5009 BUSINESS RETENTION/EXPANSION 15,000 - - 0.0% 15,000 308 55200 MEETING MEALS 3,500 407 485 13.9% 3,015 865		*** EXPENSE CATEGORY TOTALS ***	85,000	5,287	8,480	10.0%	76,520	3,108	5,621
MEETING MEALS 3,500 407 485 13.9% 3,015 865	OTHER/MISC.								
#** EXPENSE CATEGORY TOTALS *** 18,500 407 485 2.6% 18,015 1,173 DEBT SERVICE 56005 REVENUE BOND PRIN PAYMENT 563,374 -	55009	BUSINESS RETENTION/EXPANSION	15,000	-	-	0.0%	15,000	308	(308)
DEBT SERVICE 56005 REVENUE BOND PRIN PAYMENT 563,374 - 0.0% 563,374 (5,687) 56050 INTEREST-BONDED DEBT 168,554 - (32,879) -19.5% 201,433 - 56054 PAY/ESCROW AGENT FEES - 0.0% - 0.0% - *** EXPENSE CATEGORY TOTALS *** 731,928 - 3.2879) -4.5% 764,807 (5,687) *** EXPENSE CATEGORY TOTALS *** - 0.0% - 0.0% - 0.0% - 0.0% - 0.0% INTERFUND ACTIVITY - 0.0%	55200	MEETING MEALS	3,500	407	485	13.9%	3,015	865	(380)
Second Revenue Bond Prin Payment Second		*** EXPENSE CATEGORY TOTALS ***	18,500	407	485	2.6%	18,015	1,173	(688)
168,554 168,554 -	DEBT SERVICE	E							
PAY/ESCROW AGENT FEES - - 0.0% - - - - - - - - - - - - - - - -	56005	REVENUE BOND PRIN PAYMENT	563,374	-	-	0.0%	563,374	(5,687)	5,687
*** EXPENSE CATEGORY TOTALS *** 731,928 - (32,879) - 4.5% 764,807 (5,687) CAPITAL OUTLAY 58000 CAPITAL OUTLAY	56050	INTEREST- BONDED DEBT	168,554	-	(32,879)	-19.5%	201,433	-	(32,879)
CAPITAL OUTLAY 58000 CAPITAL OUTLAY *** EXPENSE CATEGORY TOTALS ***	56054	PAY/ESCROW AGENT FEES	-	-	-	0.0%	-	-	-
Temperature Section		*** EXPENSE CATEGORY TOTALS ***	731,928		(32,879)	-4.5%	764,807	(5,687)	(27,192)
*** EXPENSE CATEGORY TOTALS *** 0.0%	CAPITAL OUT	LAY							
INTERFUND ACTIVITY 59010 TRANSFER TO/FROM GENERAL FUND - 2,614 7,843 0.0% (7,843) - 59570 TRANSFER TO FLEET FUND 250 - 175 69.9% 75 *** EXPENSE CATEGORY TOTALS *** - 2,614 7,843 0.0% (7,843) - *** TOTAL EXPENSE *** 2,094,042 - 62,016 - 171,951 - 8.2% - 1,922,091 - 129,141 -	58000	CAPITAL OUTLAY	-	-	-	0.0%	-	-	-
59010 TRANSFER TO/FROM GENERAL FUND - 2,614 7,843 0.0% (7,843) - 59570 TRANSFER TO FLEET FUND 250 - 175 69.9% 75 *** EXPENSE CATEGORY TOTALS *** - 2,094,042 - 62,016 - 171,951 - 8.2% - 1,922,091 - 129,141 -		*** EXPENSE CATEGORY TOTALS ***				0.0%			
59010 TRANSFER TO/FROM GENERAL FUND - 2,614 7,843 0.0% (7,843) - 59570 TRANSFER TO FLEET FUND 250 - 175 69.9% 75 *** EXPENSE CATEGORY TOTALS *** - 2,614 7,843 0.0% (7,843) - *** TOTAL EXPENSE *** 2,094,042 - 62,016 - 171,951 - 8.2% - 1,922,091 - 129,141 -	INTERFUND A	ACTIVITY							
59570 TRANSFER TO FLEET FUND 250 - 175 69.9% 75 *** EXPENSE CATEGORY TOTALS *** - 2,614 7,843 0.0% (7,843) - *** TOTAL EXPENSE *** 2,094,042 - 62,016 - 171,951 - 8.2% - 1,922,091 - 129,141 -	59010	TRANSFER TO/FROM GENERAL FUND	-	2,614	7,843	0.0%	(7,843)	-	7,843
*** TOTAL EXPENSE *** 2,094,042 - 62,016 - 171,951 - 8.2% - 1,922,091 - 129,141 -	59570	TRANSFER TO FLEET FUND	250	-	175	69.9%	75		175
		*** EXPENSE CATEGORY TOTALS ***		2,614	7,843	0.0%	(7,843)		7,843
PROJECTED ENDING FUND BALANCE \$ 3.752.472 \$ 4.232.767 \$ 3.008.490		*** TOTAL EXPENSE ***	2,094,042	- 62,016	- 171,951	- 8.2% -	1,922,091	- 129,141 -	43,027
7 3,732,707 <u>7 3,000,430</u>	PROJECTED ENI	DING FUND BALANCE	\$ 3,752,472		\$ 4,232,767			\$ 3,008,490	



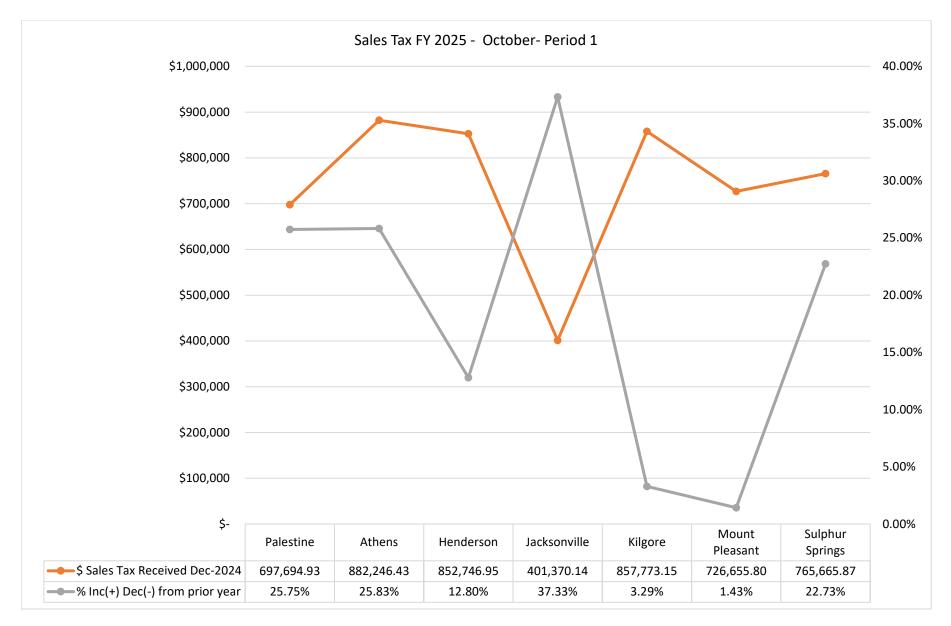
Sales Tax History: Fiscal Years 2023 - 2025

		FY 2023					FY 2024					FY 2025		
	CITY	PEDC	TOTAL	CUMULATIVE		CITY	PEDC	TOTAL	CUMULATIVE		CITY	PEDC	TOTAL	CUMULATIVE
	83.33%	16.67%	100.00%	TOTAL		83.33%	16.67%	100.00%	TOTAL		83.33%	16.67%	100.00%	TOTAL
October	\$ 489,264	\$ 97,876	\$ 587,141	\$ 587,141	October	\$ 462,340	\$ 92,490	\$ 554,831	\$ 554,831	October	\$ 581,389	\$ 116,306	\$ 697,695	\$ 697,695
November	695,073	139,048	\$ 834,121	1,421,262	November	\$ 583,576	116,743	\$ 700,320	1,255,151	November	-	-		697,695
December	713,079	142,650	\$ 855,729	2,276,991	December	\$ 761,258	152,288	\$ 913,546	2,168,697	December	-	-		697,695
January	488,228	97,669	\$ 585,897	2,862,888	January	\$ 489,699	97,963	\$ 587,663	2,756,359	January	-	-		697,695
February	479,957	96,014	\$ 575,972	3,438,860	February	\$ 531,445	106,315	\$ 637,760	3,394,119	February	-	-		697,695
March	615,561	123,142	\$ 738,703	4,177,563	March	\$ 645,886	129,208	\$ 775,094	4,169,213	March	-	-		697,695
April	491,534	98,330	\$ 589,865	4,767,428	April	\$ 544,061	108,838	\$ 652,899	4,822,112	April	-	-		697,695
May	546,115	109,249	\$ 655,365	5,422,792	May	\$ 546,384	109,303	\$ 655,687	5,477,799	May	-	-		697,695
June	647,699	129,571	\$ 777,270	6,200,063	June	\$ 609,622	121,954	\$ 731,575	6,209,374	June	-	-		697,695
July	509,983	102,021	\$ 612,004	6,812,067	July	\$ 557,769	111,581	\$ 669,349	6,878,723	July	-	-		697,695
August	591,982	118,425	\$ 710,407	7,522,474	August	\$ 517,921	103,609	\$ 621,530	7,500,254	August	-	-		697,695
September	581,058	116,239	\$ 697,297	8,219,771	September	\$ 666,098	133,252	\$ 799,350	8,299,604	September				697,695
	\$ 6,849,535	\$ 1,370,236	\$ 8,219,771	- =		\$ 6,916,060	\$ 1,383,544	\$ 8,299,604	=		\$ 581,389	\$ 116,306	\$ 697,695	=





Palestine Economic Development Corporation Financial Statement As of December 31, 2024



Palestine Economic Development Corporation Summary of Cash and Investment Activity For the Month Ending: December 31, 2024

For t	he Month Endi	ng: December 3	31, 2024
	Par Value	Market Value	Ratio Market-to-Book Value
Beginning Balances			
Cash	\$248,339.05	\$ 248,339.05	100.00%
Investments	\$3,448,355.61	\$3,448,355.61	100.00%
Total	3,696,694.66	\$3,696,694.66	100.00%
Activity			
Cash Investments Net Accretion & Amortization	\$54,934.63 \$9,924.49	\$54,934.63 \$9,924.49	
Purchases Maturities/Calls Changes to Market Value	-	4,228.98	
Net Monthly Activity	\$64,859.12	\$69,088.10	
Ending Balances			
Cash	\$303,273.68	303,273.68	100.00%
Investments	\$3,458,280.10	\$3,462,509.08	100.12%
Total	\$ 3,761,553.78	\$ 3,765,782.76	100.11%

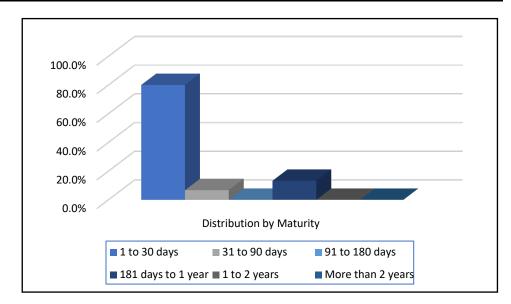
Palestine Economic Development Corporation
Summary of Cash and Investment Activity
For the Month Ending: December 31, 2024

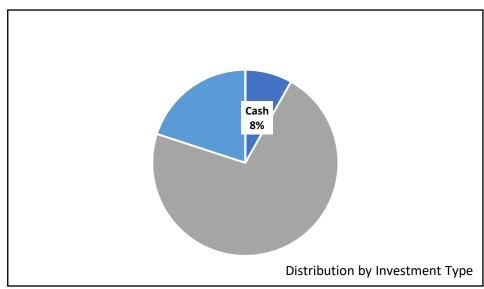
Purchase	Maturity	CUSIP / CD					D.:	Purchase					Days to
Date	Date	Number	Security Type	Par	Value	Coupon	Price	Yield	Principal	Book Value	Market Value	Gain / (Loss)	Maturity
N/A	N/A	N/A	Cash In Bank	\$	303,274		\$ 100.000	1.000%	\$ 303,274	\$ 303,274	\$ 303,274	\$ -	1
N/A	N/A	N/A	TEXSTAR Investment Pool	2	2,665,868		\$ 100.000	4.560%	\$ 2,665,868	\$ 2,665,868	\$ 2,665,868	-	1
12/23/2022	12/23/2024	9497634P8	Wells Fargo Bank		249,000	4.50%	100.000	4.500%	249,000	249,000	248,385	-	-8
7/19/2024	7/21/2025	89841MBG1	Trustone Financial Credit Union		248,000	5.10%	100.000	5.100%	248,000	248,000	248,640	-	202
7/31/2024	7/31/2025	291916AQ7	Empower Fed Credit Union		244,000	5.1	100.000	5.100%	244,000	244,000	244,703		212
Totals/Weigh	nted Average			\$ 3	3,710,141			4.337%	\$ 3,710,141	\$ 3,710,141	\$ 3,710,869	\$ -	28
Benchmark -	4-Week Coup	oon Equivalent Tr	easury Bill Rate					4.290%					

Palestine Economic Development Corporation Summary of Cash and Investment Activity For the Month Ending: December 31, 2024

Dis	stribution by Maturity	
	Par Value	Percent
1 to 30 days	\$ 2,969,141	80.0%
31 to 90 days	249,000	6.7%
91 to 180 days		0.0%
181 days to 1 year	492,000	13.3%
1 to 2 years		0.0%
More than 2 years		0.0%
	\$ 3,710,141	100.0%

Distribution b	y Investi	ment Type	
	В	ook Value	Percent
Cash	\$	303,274	8.2%
US Agencies & Instrumentalities	·	-	0.0%
Eligible Investment Pools		2,665,868	71.9%
Certificates of Deposit		741,000	20.0%
US Treasury Bills / Notes / Bonds		-	0.0%
Money Market Mutual Funds			0.0%
Repurchase Agreements		-	0.0%
	\$	3,710,141	100.0%





Palestine Economic Development Corporation Monthly Interest For the Month Ending: December 31, 2024

Cash	\$286.90
Investment Pool	\$ 6,597.51
CDs	\$ 3,326.98

Total Monthly Interest

\$10,211.39

This monthly report is in full compliance with the investment strategies as established in the City's Investment Policies and the Public Funds Investment Act, Chapter 2256, Texas Government Code.

Andrew Sibai

Finance Director



Agenda 01/14/2025 Date:

To: Palestine Economic Development Corporation From: Lisa Bowman, Economic Development Admin

Agenda Discussion and possible action regarding the Downtown Grant Perf. Agreement with

Item: Mabrico Phil Johnson, sole proprietor d/b/a Dogwood Embroidery.

SUMMARY:

Discussion and possible action regarding the Downtown Grant Perf. Agreement with Mabrico Phil Johnson, sole proprietor d/b/a Dogwood Embroidery.

RECOMMENDED ACTION:

Staff recommends the board approve the final payment to Mabrico Phil Johnson, sole proprietor d/b/a Dogwood Embroidery for work completed under their Grant Performance Agreement.

Attachments

P. Johnson completion docs

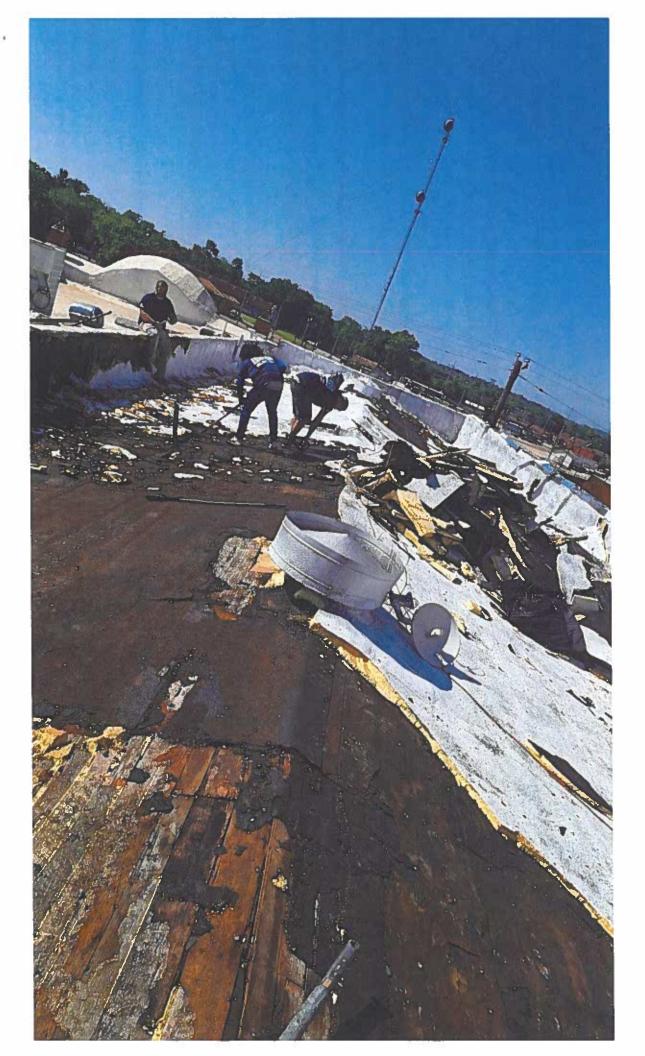
RELIABLE ROOFING

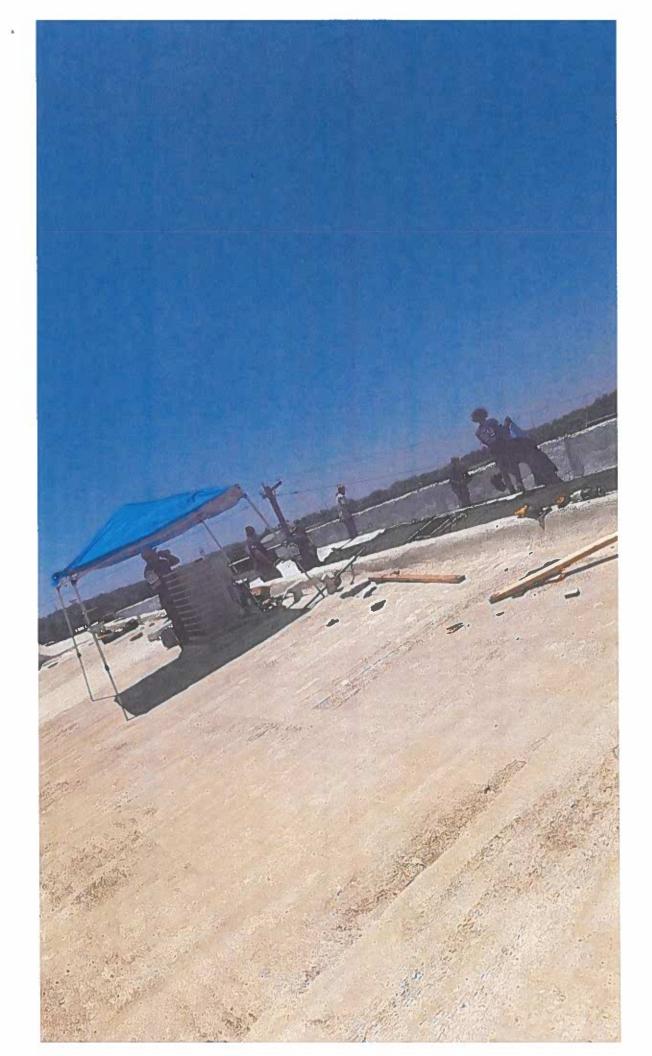
Jordan Harris, Owner

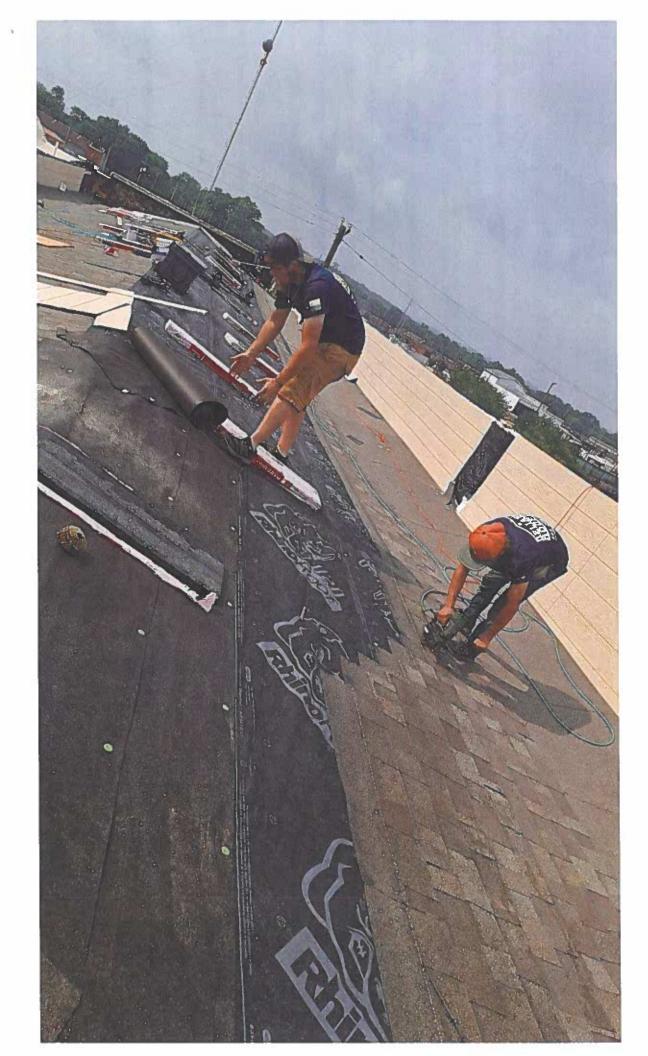
112 Cedar Heights Palestine, Texas 75803 (903) 922-1304

INVOICE

	OICE .
Client Name: Phi'l	Date: 6 - 4 - 2 4
Address: Old Printer Plass	Salesman:
Work to be performed at: Palestine TX	Including year Labor Warranty
Phone Number:	Thank you for your business!
o Tore off and disposed of layer(s) of shingl	les/four/tas
Replaced 5 4 sheets of bad decking. Nailed loose	e decking
Installed 4 (0115 synthetic felt	Installedlb. felt.
Installed ice and water shield in valleys	
o Installed (type) of eave trim	≡ 1
Installed new roof jacks	
o Installed (# of) (size) plum o Installed (# of) (size) plum o Installed (# of) (size) plum o Installed (# of)	bing vents
Installed (# of) turbinesInstalled ft. of ridge vent	
	£2 48
o Cornish: Installed Dr. Hwood (color) OC	(type) shingles
Built cricket behind fireplaceFlashed fireplace	
Additional work performed: 12 built valley's in valley's installed 30 star metal cup on top of walls TOTAL 42,888 PAYMENT R	is of siding to walls install. Redecked whole roof
*	



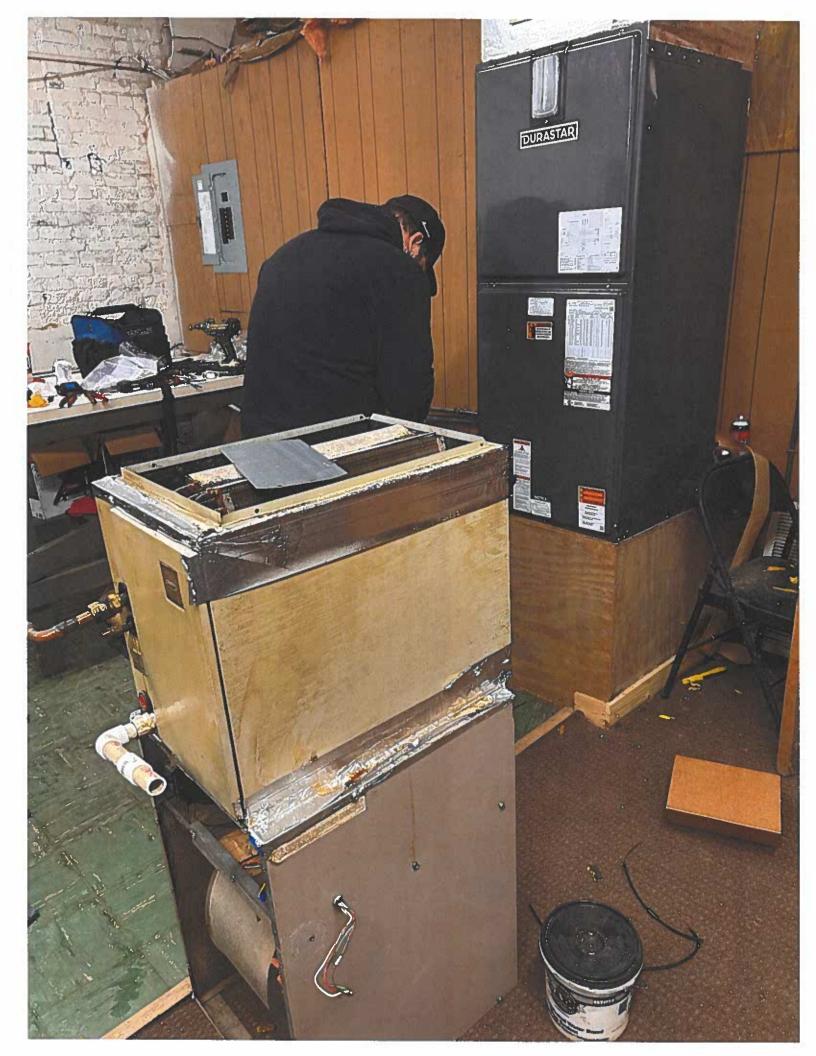




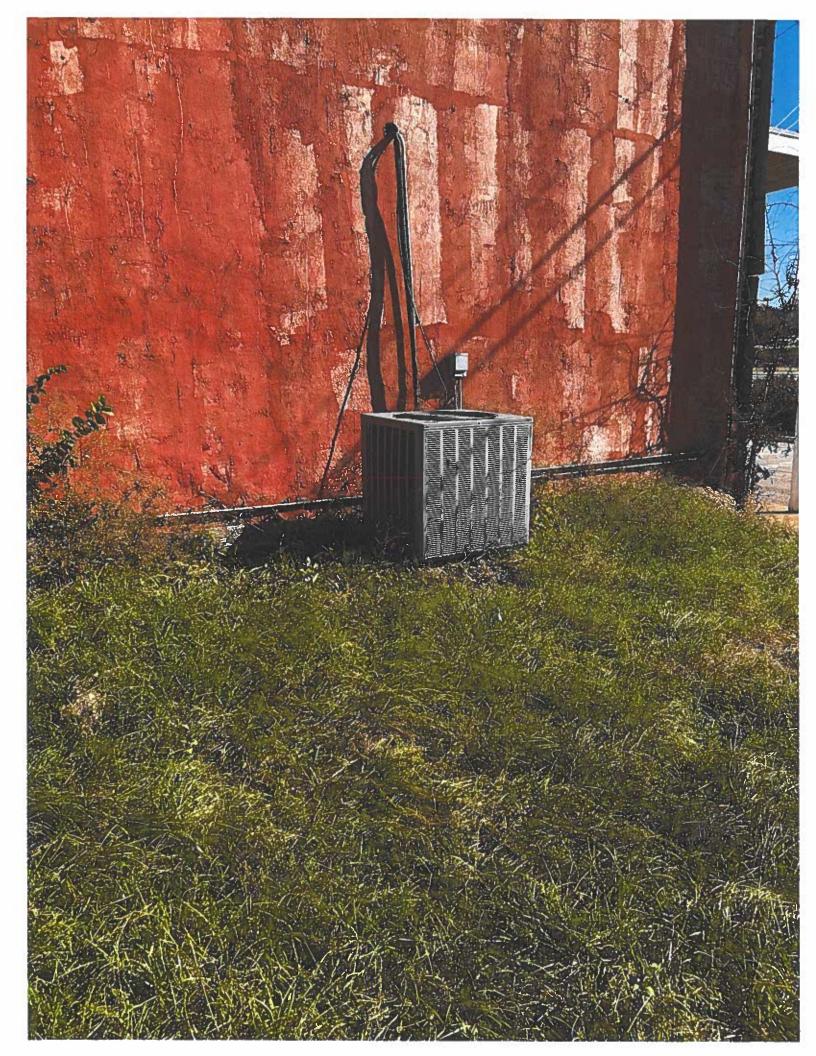


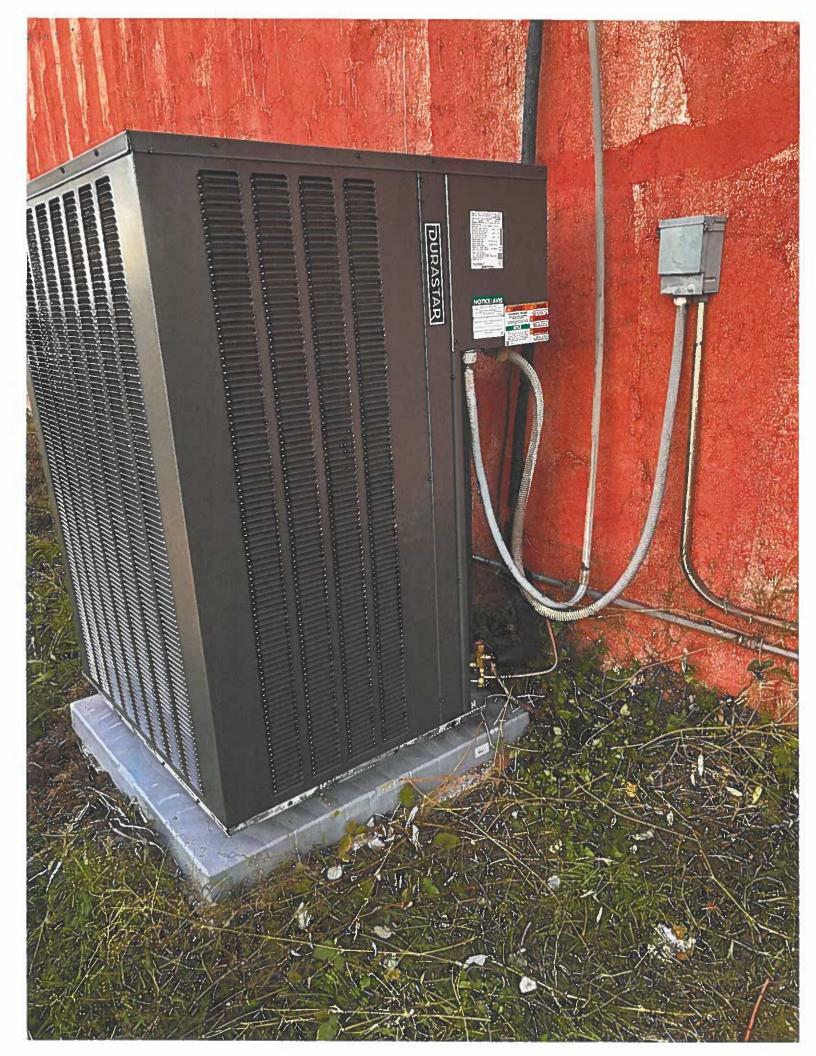
Invoi	5 e :	Moore	AIRS	> >42.78	SMI	7	72164
SOLD TO T	FIR Ju	HNDN-	SHIP TO	-			6.832
ADDHESS 4	ou WE	IT OAK	ADDRESS				
CITY, STATE, Z	P Pales	Am To. 25801	CITY, STATE, ZIF				
CUSTOMER	ORDER NO.	Moore Ave Sys	ERMS	F.O.B.		DATE 17	-13-24
ORDERED	SHIPPED	DESCRIPTION	in the second		PRICE	UNIT	AMOUNT
		Installed 3.5 TON 5 TON COM With ducti DURASTAR, 10		ry	In	· LA	Ares.
Distinct SEAN			p15,300.		(0	ype.	TPIJ.

Canalited





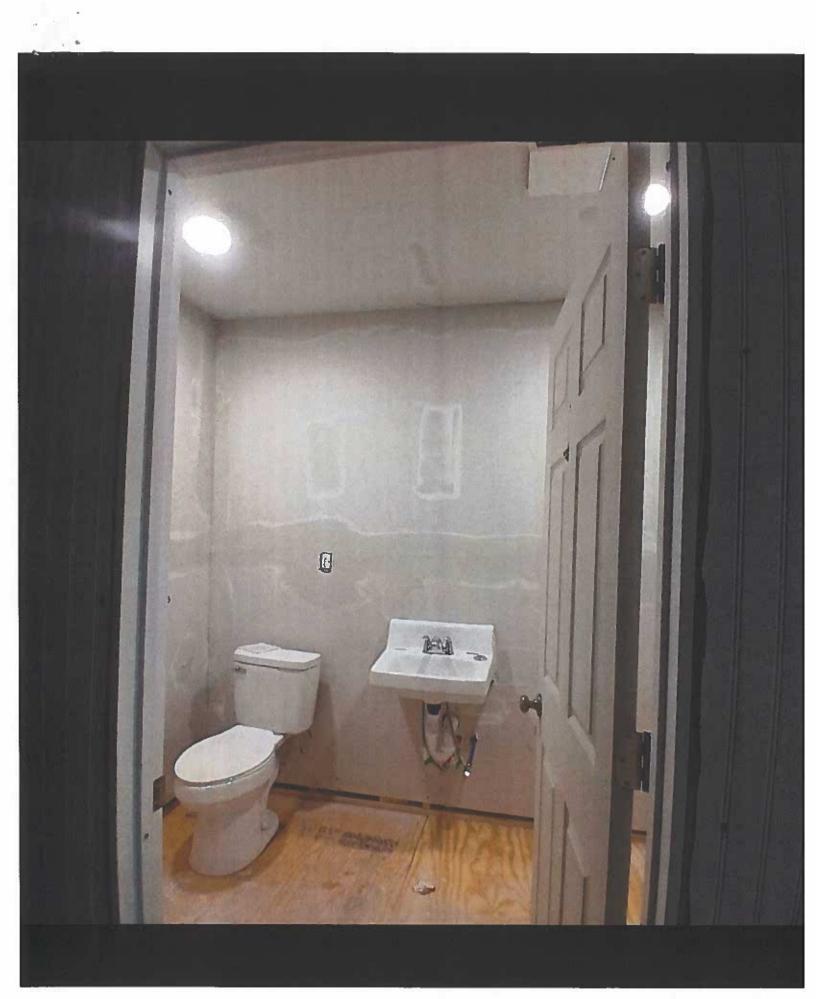




Ron Wiley E. Castillo Contracting 786 ACR 1224 Elkhart, Tx.75839 INVOICE Invoice for Payable to		
786 ACR 1224 Elkhart, Tx.75839 INVOICE		
Invoice		
Invoice		
Invoice for Payable to		
i avable to	Invoice #	
Phil M Johnson		
404 West Oak Paestine , tx.75801		
Description	Unit price	Total price
Run/Connect pipe/water lines to existing plumbing system. Install bathroom fixtures.		
Run and connection plumbing fixtures to water heater.Install bathroom flooring and painted walls.		
Labor & Material		6 10 14 6 10 14
11.0		
** TOTAL **		\$8,400.00

Build out Bathroom upstars.

Completed.







Agenda 01/14/2025 Date:

To: Palestine Economic Development Corporation From: Lisa Bowman, Economic Development Admin

Agenda Discussion and possible action regarding the Downtown Grant Performance Agreement

Item: with Thorough Food Company, LLC.

SUMMARY:

Discussion and possible action regarding the Downtown Grant Performance Agreement with Thorough Food Company, LLC.

RECOMMENDED ACTION:

Staff recommends the board approve the final payment to Thorough Food Company, LLC for work completed under their Grant Performance Agreement.

Attachments

Thorough Foods completion docs Completion Pictures

Receipt from Quality Cool Air, Inc

Quality Cool Air, Inc to nick@thoroughbreadatx.com

12:24 PM



Your receipt from Quality Cool Air, Inc

Job Number:

104123

Service Date:

Nov.19, 2024

Customer Name:

MPT:0.000000

Thorough Food LLC

Service Address:

Services amount

Service and inspection of all mechanical equipment, HVAC, and refrigeration systems throughout entire facility. Repairs, replacement parts, and maintenance throughout plant.

Verified state of condition and operation of equipment, repaired as needed, as well as added new equipment and made adjustments for new equipment. Replacement of Plugged filters due to carpentry work, saw dust, and running it white under construction throughout facility.

Retail front-EACH ADDITIONAL 1 IN 40% EFF. AIR FILTER

EACH ADDITIONAL 1 IN 40% EFF, AIR FILTER FILTERS SHOULD BE CHANGED EVERY 30 DAYS FOR PEAK EFFICIENCY. HIGHER EFFICIENCY FILTERS OR ADD ON UV UNITS MAY BE AN OPTION FOR YOUR SYSTEM TO HELP KEEP THE EVAPORATOR COIL CLEAN AND THE AIR AS HEALTHY AS POSSIBLE.

Retail front-1/4 HP CONDENSER FAN MOTOR 1075 RPM

1/4 HP CONDENSER FAN MOTOR 1075 RPM* CAPACITOR INCLUDED CONDENSER MOTORS MOVE AIR THROUGH THE COIL TO CHANGE TEMPERATURE AND DISTRIBUTE AIR THROUGH THE DUCT SYSTEM, REGULAR MAINTENANCE IS REQUIRED TO KEEP YOUR UNIT EFFICIENT. A BAD CONDENSER MOTOR CAN DAMAGE OTHER COMPONENTS AND SHORTEN THE LIFESPAN OF THE UNIT. MPT:84 999960

Walk-in freezer-1/20 HP RESCUE BLOWER MOTOR 1550 RPM 115V OAO

1/20 HP RESCUE BLOWER MOTOR 1550 RPM 115V OAO* CAPACITOR INCLUDED BLOWER MOTORS MOVE AIR THROUGH THE COIL TO CHANGE TEMPERATURE AND DISTRIBUTE AIR THROUGH THE DUCT SYSTEM. MULTI-SPEED MOTORS

\$0.00

\$72.68

\$495.34

\$450.82

Services	amount
ARE A UNIVERSALLY USED IN MANY APPLICATIONS AND ARE A RELIABLE REPLACEMENT FOR A MANUFACTURER'S MOTOR. MPT:102.000000	
Walk-in cooler-Bolts and mounts for cooler-labor and materials	\$200.00
Walk in cooler making excessive noise due to excessive vibration.	
CLN COND UNIT & CONDENSER COIL LEVEL 1	\$217.75
CLN COND UNIT & CONDENSER COIL LEVEL 1W/ CHEMICALS A DIRTY CONDENSER COIL LIMITS AIRFLOW AND LEADS TO HIGHER ENERGY BILLS AND A SHORTER UNIT LIFESPAN, IF LEFT UNATTENDED, DEBRIS CAN CLOG THE COIL. IT SHOULD BE CLEANED ON A REGULAR BASIS. DUE TO STUBBORN DEBRIS, SPECIAL CHEMICALS WILL BE USED TO CLEAN THE COIL. MPT.69.000000	
Huge walk-in-DISCONNECT OUTDOOR W/BREAKER 3 PHASE	\$688.97
DISCONNECT OUTDOOR WIBREAKER FUSED DISCONNECTS ARE SAFETY MEASURES PROTECT AGAINST POWER SURGES. A TECH CAN ALSO USE THE DISCONNECT TO CUT THE POWER TO SAFELY SERVICE THE UNIT. MPT.69.000000	
Huge walk in-DEFROST TERMINATION SWITCH	\$197.58
DEFROST TERMINATION SWITCH MPT:52.999980	
Huge walk in-40 AMP 24 HOUR MECH DPST TIMER 240V	\$392.65
40 AMP 24 HOUR MECH DPST TIMER 240V MPT:69.000000	4550.55
Conductor ATO 5 FLICE (VELLOWA)	#70.05
Candy room-ATC-5 FUSE (YELLOW) ATC-5 FUSE (YELLOW) TO PROTECT YOUR UNIT, FUSES ARE DESIGNED TO	\$79.95
BURN OUT FIRST IF THERE IS CIRCUIT BOARD ISSUE. BURNED-OUT FUSES MUST BE REPLACED, AND WE WILL INVESTIGATE THE IMMEDIATE ISSUE. A MORE IN-DEPTH LOOK AT THE CIRCUITRY OF THE UNIT MAY BE REQUIRED. MPT:27.000000	
Candy room-THERMOSTAT WIRE (18/2 - 18/10) UP TO 3 FT	\$76.06
THERMOSTAT WIRE (18/2 - 18/10) UP TO 3 FT LOW VOLTAGE WIRING IS USED TO TRANSFER 24V BETWEEN THE COMPONENTS. IF THE WIRE BECOMES DAMAGED OR IF A COMPONENT NEEDS TO BE RELOCATED, YOU WILL NEED TO REPLACE SOME OF YOUR WIRING. MPT:24.000000	
PSTSL11NP PRO SELECT THERMOSTAT 1H/1C	\$1,129.00
PSTSL11NP PRO SELECT THERMOSTAT 1H/1C MPT:52 999980	
Vent pipe for oven	\$1,434.00
Labor	\$5,000.00
For removing equipment, re-purpose equipment, rework existing equipment, redoing ductwork in big room, adding redundant system, raising redundant system to work with new drains, adding ductwork to candy room, adding new ductwork to break room, full and detailed layout of systems for plant, overall inspections of all equipment, and maintenance of equipment to entire facility.	
Refrigeration system for proofer	\$12,500.00
Heatcraft 1HP R404A refrigeration system w/ 2 hanging evaporator coils for proper humidity and air distribution, TXV, defrost controls, low ambient temperature control, control wiring, ACR copper tubing lineset, all materials and labor for a complete system installation and put into operation. Warranty:5 year parts and 1 year labor.	
TURBO200X MULTI USE CAPACITOR	\$522.36

Services	amount
TURBO200X MULTI USE CAPACITOR70 = 97,5 MFD 370 - 440V SIMILAR T	• • • • • • • • • • • • • • • • • • • •
BATTERY, CAPACITORS HELP START MOTORS BY STORING CURRENT. DAMAGED CAPACITOR CAN DAMAGE THE MOTOR IF NOT SERVICED:	
MAINTENANCE IS ENCOURAGED. MPT:52 999980	REGOLAR
1171488 Terminal Board	\$268,00
1171488 terminal board	
1/2 HP CONDENSER FAN MOTOR 825 RPM	\$672,12
1/2 HP CONDENSER FAN MOTOR 825 RPM* CAPACITOR INCLUDED CO	
MOTORS MOVE AIR THROUGH THE COIL TO CHANGE TEMPERATURE. DISTRIBUTE AIR THROUGH THE DUCT SYSTEM, REGULAR MAINTENAI	
REQUIRED TO KEEP YOUR UNIT EFFICIENT, A BAD CONDENSER MOTO	
DAMAGE OTHER COMPONENTS AND SHORTEN THE LIFESPAN OF THE	E UNIT.
MPT:84.999960	
1066247 Freeze Thermostat F50-20f	\$274.50
1066247 freeze thermostat f50-20f	
5 MFD RUN CAPACITOR REPLACEMENT	\$163.18
5 MFD RUN CAPACITOR REPLACEMENT SIMILAR TO A BATTERY, CAPAC	
HELP START MOTORS BY STORING CURRENT, A DAMAGED CAPACITO DAMAGE THE MOTOR IF NOT SERVICED. REGULAR MAINTENANCE IS	R CAN
ENCOURAGED, MPT:52.999980	
ATC-5 FUSE (YELLOW)	\$79.95
ATC-5 FUSE (YELLOW) TO PROTECT YOUR UNIT, FUSES ARE DESIGNE	D TO
BURN OUT FIRST IF THERE IS CIRCUIT BOARD ISSUE, BURNED-OUT F	
MUST BE REPLACED, AND WE WILL INVESTIGATE THE IMMEDIATE ISS MORE IN-DEPTH LOOK AT THE CIRCUITRY OF THE UNIT MAY BE REQU	
MPT:27.000000	
Labor for freezer	\$750.00
Re-wire system and on sealed system	
Freezer-REPLACE HIGH VOLTAGE WIRE INSIDE UNIT	\$158.32
REPLACE HIGH VOLTAGE WIRE INSIDE UNITUP TO 2 FT WIRES THAT B	ECOME
OVERHEATED CAN BECOME BRITTLE AND HAVE THE INSULATION MEL	
REQUIRES THEY BE REPLACED. WHEN THIS HAPPENS IT IS ALSO IMP TO FIND THE REASON THE WIRE OVERHEATED AND FIX THAT PROBLE	
WELL MPT:52.999980	INAS
Oven-Service and labor for adding exhaust, drains, and fresh air to	o new \$2,000,00
oven	
Big room-Drains-1 1/4" x 20" and 3/4" x20" sch 40 w/ fittings	\$250.00
Ran main drains and tied into exhaust line	
Small cooler-Add R22 By The Pound W/ Another Repair	\$130.00
Only used with repair to pull vacuum and install tiquid drier	
ADD R422D BY THE POUND FIRST POUND	\$95,55
ADD R422D BY THE POUND FIRST POUNDMO29 MO29 MPT27.000000	
ADD R404A BY THE POUND FIRST POUND	\$93.32
ADD R404A BY THE POUND FIRST POUNDHP62 HP62 MPT:27 000000	******
Add R410a By The Pound W/ Another Repair	\$149.00
Only used with repair to pull vacuum and install liquid drier	

Subtotal \$28,541.10

Amount Paid

\$28,541.10

Payment Method

December 17, 2024

Check

11:23am

(903) 724-0508 | kayla@qualitycoolair.com

http://www.qualitycoolair.com

2214 W Reagan St

Invoice 14089, 13580, 13830, 14166, 14027, 14058, and 14139 due from Carroll Plumbing - \$0.00

Carroll Plumbing to nick@thoroughbreadatx.com

1:20 PM



Your invoice from Carroll Plumbing

Hi Ryan,

Thank you for choosing Carroll Plumbing. Please see attached invoice due upon receipt.

Job Number:

#13580, 14089, 14027, 14058, 13830, 14139, 14166 May 13, 2024, Sep 12, 2024, Sep 19, 2024, Sep 27, 2024,

Service Date: Sep 30, 2024, Oct 14, 2024, Oct 15, 2024

Customer Name:

Ryan Goebel

Service Address:

512 North John Street, Palestine, TX 75801

Services unit price qty amount Camera/line tracing day rate \$1,850.00 \$1,850.00

1/2 day date - \$1,050

1-4 hours of line inspections and tracing

Day rate - \$1,850

4-8 hours of line inspections and tracing

Lines will be marked on the floor with tape so an accurate depiction of the lines can be translated onto a plan set.

Some lines may not be able to be scoped due to size, fittings, or condition of pipe

Camera/line tracing 1/2 day rate 1.0 \$1,050.00 \$1,050.00

1/2 day date - \$1,050

1-4 hours of line inspections and tracing

Day rate - \$1,850

4-8 hours of line inspections and tracing

Lines will be marked on the floor with tape so an accurate depiction of the lines can be translated onto a plan set.

Some lines may not be able to be scoped due to size, fittings, or condition of pipe

Services qty unit price amount Auger & camera inspection \$485.00

Ran snake cable to undlogg drain line. The drain line had several big chunks of grease in the line. After clearing drain line I put a water hose in drain and ran hot water for approx 20 min to flush out system. Afterwards I performed carnera inspection and confirmed with Bryan on site that there were no breaks, roots, or any further blockages

Services qty unit price amount Prep Area / Grease Trap / To Tap 1.0 \$27.879.50 \$27.879.50

Interior

Saw Cut / remove / repour up to 20 linear ft of concrete stab Excavate saw cut areas to allow for installation of new sch40 pvc drain lines to 2 floor sinks,

Services floor drain, and hand sink,	qty	unit price	amount
Core Drill through exterior beam to extend drain outside into so Provide floor sinks and floor drains but no other fixtures	noking area		
Exterior: Saw Cut / Remove / Repour up to 20 linear ft of concrete siab i Excavate saw cut areas to allow for installation of new sch 40 o Trench 140' to new city provided sewer tap (owner responsible) Provide and install 1500 gallon grease trap with sample well	train line	8	
*Price includes no water or fixture installation **Customer is responsible for providing all sinks and faucets at ***A new price for needed above slab work will be previded one work is known	the time of ins ce plans are se	tallation t and overall	
Extra footage for prep area concrete break out 20 ft for floor drain	20.0	\$3,500.00	\$3,500.00
Services	qty	unit price	amount
Bakery plumbing 09/25-09/26	1.0	\$0.00	\$0.00
We will be working 2 man crew at \$175 hour plus material 10 0		- 100	30.00
Water heater, and sinks.	1.0	\$5.210.18	\$5,210,18
Navien 240 water heater, mounted, pan, and drain. Faucet install for 3 hand sinks, 2 3 compartment sinks, 2 dump	127	,	40,210110
work.	ormo, y mo ma	1011010	
Services	qty	unit price	amount
Floor drains and floor sinks	1.0	\$10,147.00	\$10,147.00
Break out upto 50 ft of concrete, possibly core drill through exterinstall new tap if needed Install 2 floor drain 1floor sinks Tie in at 1 vents Tie into city line outside under sidewalk	5.0		
Services	qty	unit price	amount
Bakery Plumbing 09/27-10/3	1.0	\$0.00	\$0.00
We will be working 2 man crew at \$175 hour plus material 10 0.	/O mark up of r	naterial	
Curtis	7.0	\$1,225.00	\$1,225.00
Install water and hot water pipes to the wall under the two 3 cor sink. Worked on drill 31/2" hole through a brick wall for the 3" vi sinks. Went and picked up materials,			
Tray	26.0	\$4,550.00	\$4,550.00
Ran water for dump sink and hand washing sink. Ran 1 1/2 upo	enor from 2 in i	main	
Michael	7.0	\$1,225.00	\$1,225.00
Remove 20 feet of 2inch PVC. Added pex to run water to other tankless.	side of building	g going to new	
Materials	qty	unit price	amount
Material	1.0	\$1,257.86	\$1,257,86
S4909681W	1.0	\$110.60	\$110.60
Services	qty	unit price	amount
Bakery Plumbing 10/04-10/10	1.0	\$0.00	\$0.00
We will be working 2 man crew at \$175 hour plus material 10 0.	/O mark up of r	material	
Tray	24.0	\$4,200,00	\$4,200 00
Materials	qty	unit price	amount
119753B	1.0	\$57.57	\$57.57

Calbana	000 747 74
Subtotal	\$62,747.71
Sales Tax	\$0.00

Total job price \$62,747.71

Amount Due \$0.00



Thank you for allowing us to serve you today!

Did we exceed your expectations? If for any reason you are not happy please call us and we will make it right.

Please take a moment of your time to write a positive online review, it means the world to us

(903) 724-3282 | office@carrollplumbingtx.com

http://www.carrollplumbingtx.com

414 E Spring St, Palestine, TX 75801

Terms & Conditions



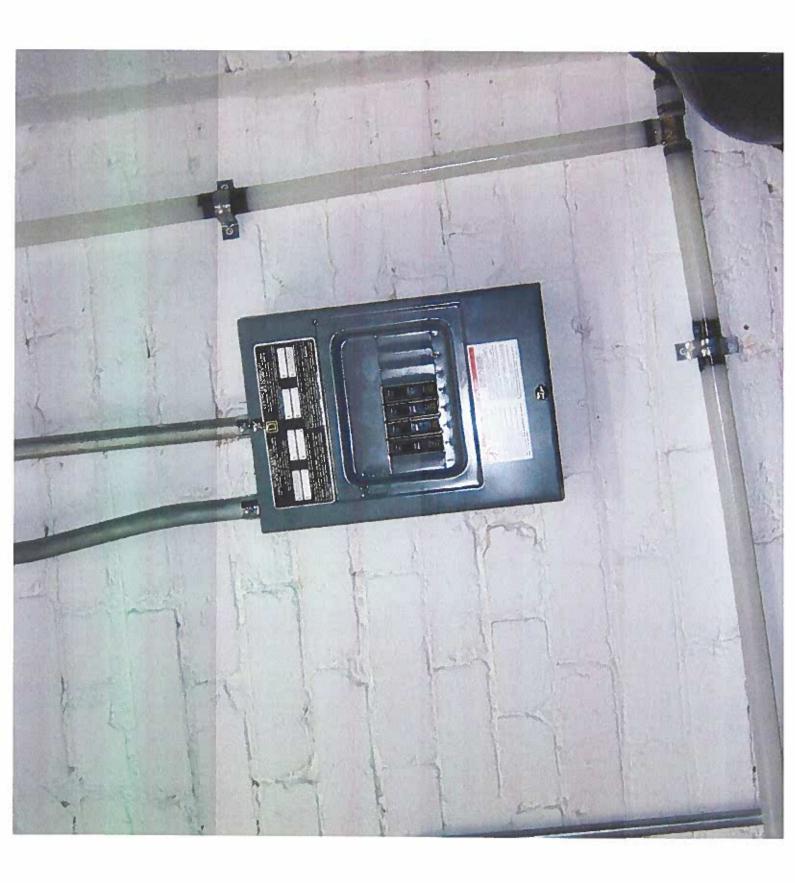
4180 Wynkoop Street, Suite 310, Denver, CO 80216

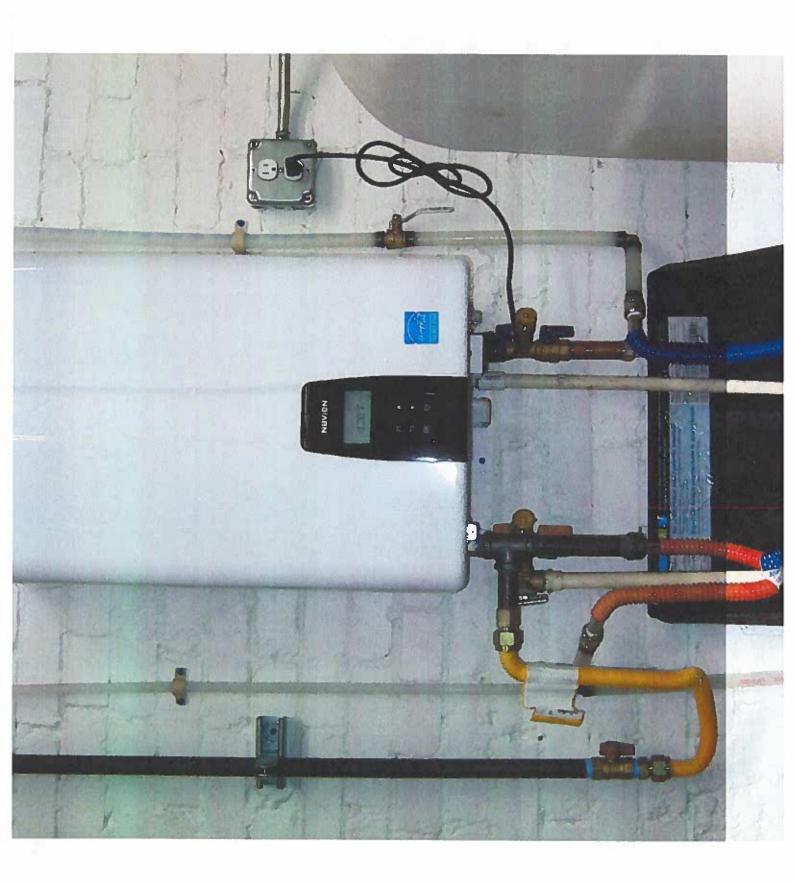
By using Housecall Pro services, you agree to the Housecall Pro Terms of Service

Help Center

invoice-13580	invoice-14089	invoice-14027	invoice-14058
PDF	PDF	PDF	PDF
invoice-13830	invoice-14139	invoice-14166	
PDF	PDF	PDF	

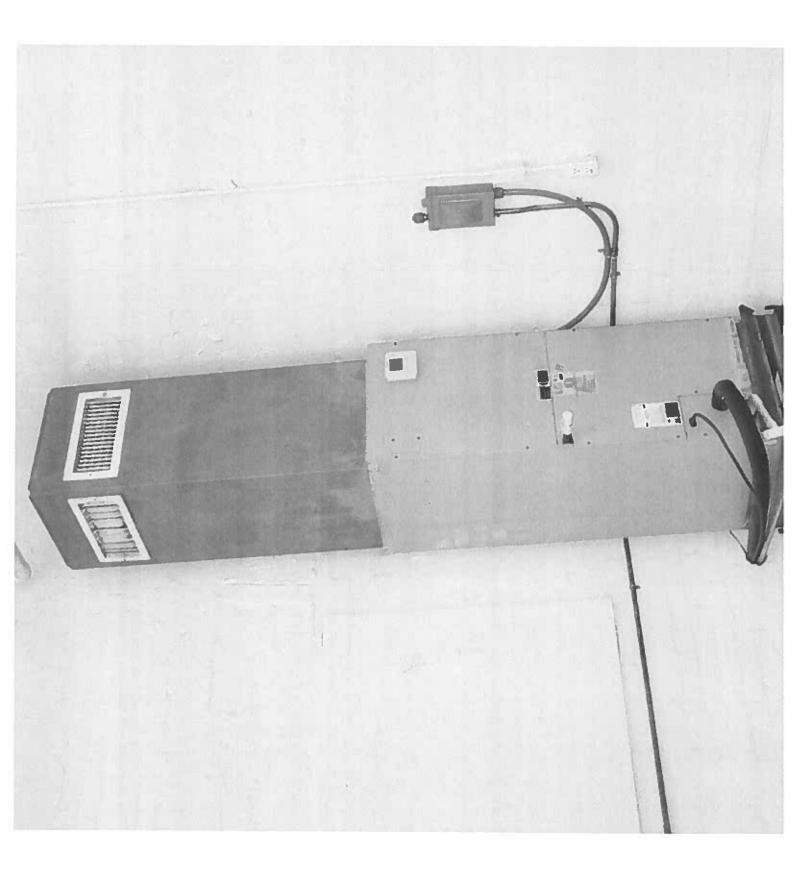








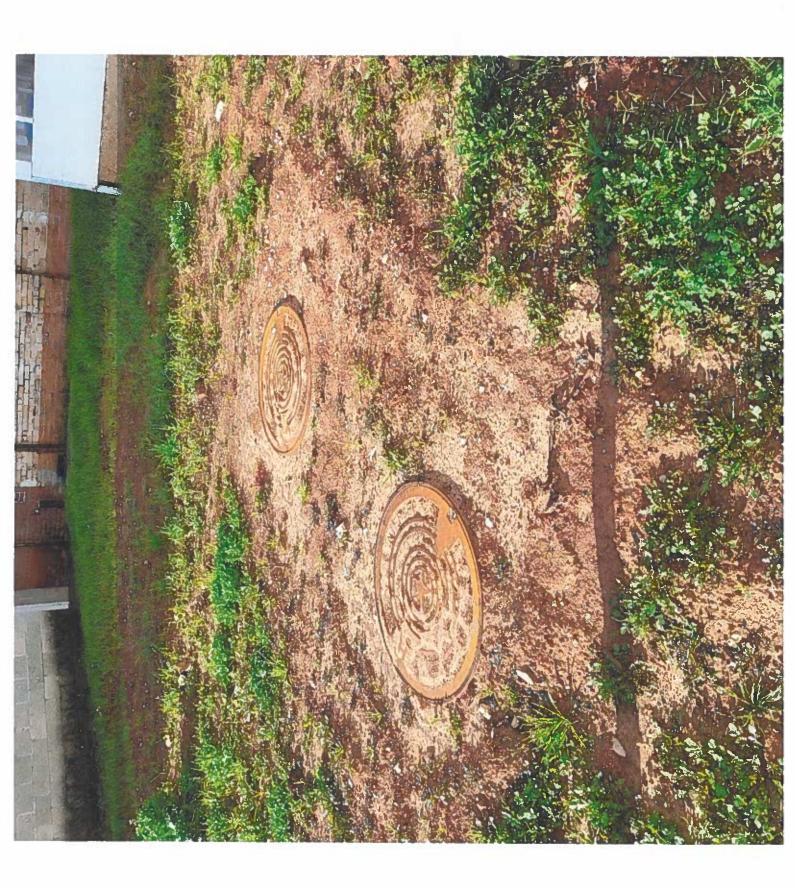


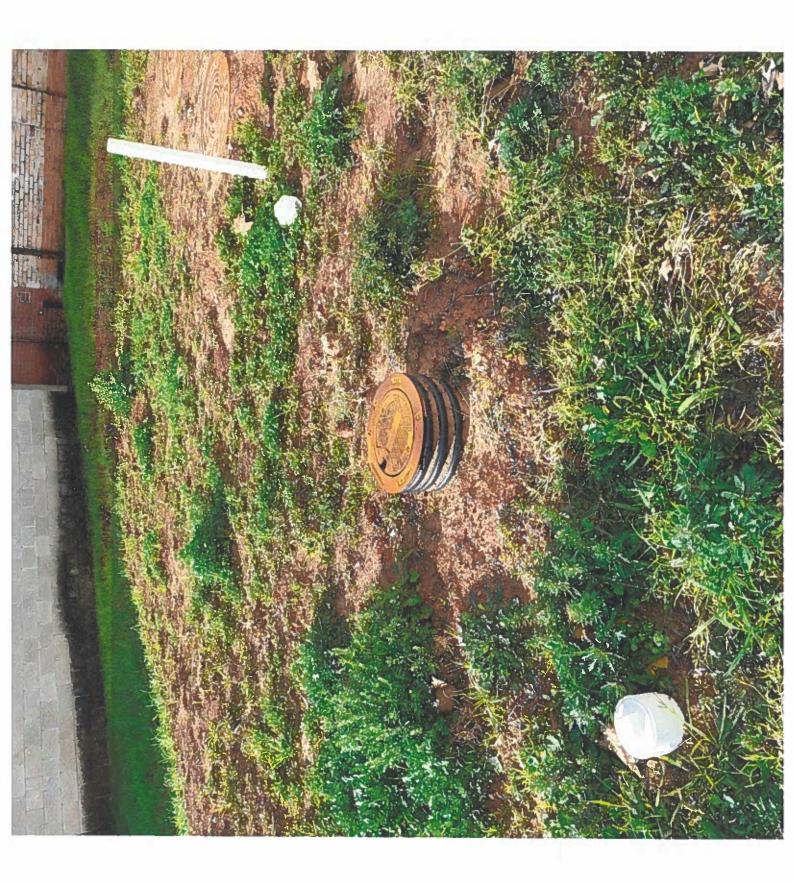


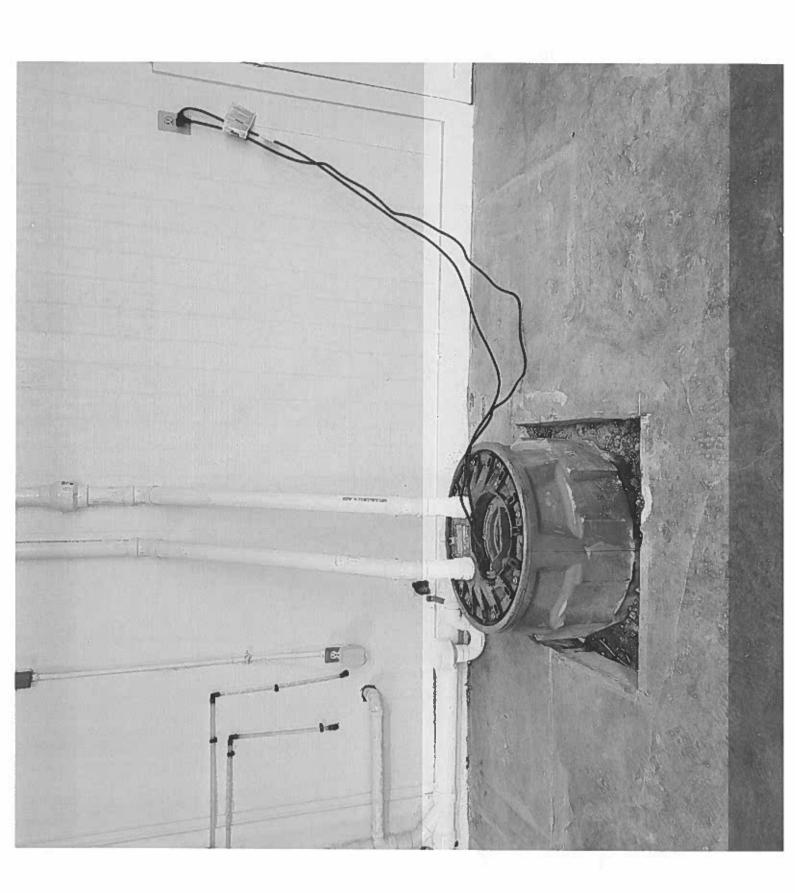
















Agenda 01/14/2025 Date:

To: Palestine Economic Development Corporation From: Lisa Bowman, Economic Development Admin

Agenda Consideration and possible action regarding an amendment of the Downtown Grant Perf.

Item: Agreement for Palestine Community Theater, Inc.

SUMMARY:

Consideration and possible action regarding an amendment of the Downtown Grant Perf. Agreement for Palestine Community Theater, Inc.

RECOMMENDED ACTION:

Staff recommends the board consider and take possible action regarding an amendment of the Downtown Grant Perf. Agreement for Palestine Community Theater, Inc.

Attachments

Palestine Theater Amendment

FIRST AMENDMENT TO DOWNTOWN GRANT PERFORMANCE AGREEMENT

THIS FIRST AMENDMENT TO DOWNTOWN GRANT PERFORMANCE AGREEMENT ("First Amendment") is made effective the 14th day of January 2025, ("Effective Date") by and among Palestine Economic Development Corporation, a Texas non-profit Type B economic development corporation ("PEDC"), and Palestine Community Theater, Inc. ("PCT"). The PEDC, and the PCT may be referred to herein as the "Parties" and, each separately, as a "Party."

RECITALS

- A. The Parties entered into that certain Downtown Grant Performance Incentive Agreement executed by PEDC on April 23, 2024 ("Performance Agreement"), which is incorporated herein by reference.
- B. Unless otherwise defined herein, all capitalized terms used in this First Amendment shall have the same meanings as defined in the Performance Agreement.
- C. The PCT has requested a ninety (90) day extension to the requirement in the Performance Agreement that they will secure completion of all the improvements, including replacement of an HVAC system at the business property of The Historic Texas Theater, that being 213 W. Crawford St, Palestine, TX 75801, before January 17, 2025.
- D. The PCT understands that payment of the remaining 50% of his total grant award will not be made until a finding of completion of all improvements is made by the PEDC board of directors.
- E. The Parties wish to modify the Performance Agreement to extend the deadline to ensure the successful completion of the obligations and requirements under the Performance Agreement.
- F. The ultimate purposes and goals of the Performance Agreement for encouraging economic development shall still be met; therefore, the extension of deadlines is warranted to accomplish those purposes and goals.
- **NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:
- 1. The above-stated recitals are true and correct and are incorporated herein by reference and made a part hereof.
 - 2. Section 1.4 of the Performance Agreement is amended as follows:

APPLICANT shall secure completion of the improvements in compliance with its APPLICATION, the GRANT APPLICATION APPROVAL, and the GRANT PROGRAM before April 17, 2025.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed as of the Effective Date.

By: Name: Dan Bochsler Its: President Dogwood Embroidery By: Name: Linda McDonald Its: Board Member City of Palestine By: Name: Mitchell Jordan

Palestine Economic Development Corporation

(a Texas non-profit Type B economic

This is the signature page to that certain First Amendment to Performance Agreement effective January 14, 2025.

Its: Mayor



Agenda 01/14/2025 Date:

To: Palestine Economic Development Corporation From: Lisa Bowman, Economic Development Admin

Agenda Consideration and possible action regarding an Interlocal Agreement with the Texas State

Item: Railroad Authority.

SUMMARY:

Consideration and possible action regarding an Interlocal Agreement with the Texas State Railroad Authority.

RECOMMENDED ACTION:

Staff recommends the board consider and take possible action regarding an Interlocal Agreement with the Texas State Railroad Authority.

Attachments

TSRA Interlocal Agreement

INTERLOCAL AGREEMENT BETWEEN THE PALESTINE ECONOMIC DEVELOPMENT CORPORATION AND THE TEXAS STATE RAILROAD AUTHORITY

This INTERLOCAL AGREEMENT (the "<u>Agreement</u>") is made and entered into by and between the **Palestine Economic Development Corporation**, a Texas non-profit Type B economic development corporation ("<u>PEDC</u>"), created and operated pursuant to the provisions of Chapters 501 and 505, Local Government Code, as amended, and the **Texas State Railroad Authority**, a special district created under Section 59, Article XVI, Texas Constitution, and Texas Special District Local Laws Code Chapter 4501 ("TSRA"). Collectively, the PEDC and TSRA may be referred to herein as the "<u>Parties</u>" and, each separately, as a "<u>Party</u>."

RECITALS

WHEREAS, The Interlocal Cooperation Act (the "Act"), Chapter 791 of the Texas Government Code, as amended, authorizes the PEDC and TSRA to enter into an interlocal agreement to provide a governmental function or service; and

WHEREAS, the PEDC has established policies to adopt and provide for such reasonable projects, as are permitted by law, to attract industry, to create and retain primary jobs, and to promote or develop new or expanded business enterprises within the City of Palestine, Anderson County, Texas (the "City"), and, thereby, expand the growth and enhance the economic stability of the City; and,

WHEREAS, pursuant to Texas Local Government Code Chapters 501 and 505, the PEDC may directly incentivize the economic development of the City through the development and diversification of the economy, the elimination of unemployment and underemployment, and the development and expansion of commerce within the State of Texas; and,

WHEREAS, TSRA desires and proposes to invest in the City by constructing rail infrastructure improvements and by performing commercial transloading operations and railcar storage within the City of Palestine, Anderson County, Texas, on the Property as defined below, with a capital investment of \$1.3 million (the "Project"); and,

WHEREAS, consistent with its public purpose under Texas Special District Local Laws Code Chapter 4501, TSRA seeks to complete the Project to diversify the economy, lower unemployment and underemployment, and to develop or expand commerce; and

WHEREAS, PEDC is the owner of the Property and desires to grant TSRA access to the Property for the Project, and TSRA desires to obtain access to the Property to facilitate the Project; and

WHEREAS, the PEDC desires and intends to grant TSRA the exclusive right to perform transloading operations and railcar storage in exchange for TSRA's construction of the Project on the Property; and,

Interlocal Agreement 1 of 14

WHEREAS, the Parties entered into a *Non-Binding Letter of Intent*, approved by the PEDC's Board of Directors on February 1, 2024, attached hereto as *Exhibit A*, whereby the Parties negotiated and informally captured the intent and agreement of the Parties pertaining to the Project, which the Parties now intend to formally translate into this Agreement; and,

WHEREAS, the Parties enter this Agreement with the intention of entering into one or more related Economic Development Performance Agreements in the future; and,

WHEREAS, the PEDC's Board of Directors has found that this Agreement and the expenditures proposed hereunder will further economic investment in the City and are required, suitable, and necessary to promote and develop new and expanding business enterprise and to maintain a higher level of employment, economic activity, and stability; and,

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the PEDC and TSRA each agree to as follows:

AGREEMENT

ARTICLE 1 Project

- **1.01 Property.** TSRA shall construct rail infrastructure improvements on the Property, that being approximately 270 acres in Anderson County, Texas, and more specifically described in *Exhibit B* (the "**Property**").
- 1.02 Project Design. PEDC shall design the Project to serve the needs of prospective commercial cargo enterprises ("Prospects") and the construction of railroad improvements and a commercial transloading facility. TSRA shall have the right to designate a rail switching operator ("Operator") that may assist with Project Design. PEDC may incorporate feedback and input from the TSRA in the Project Design.

ARTICLE II Authorization and Findings

- 2.01 Recitals. The foregoing Recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, representations, consideration, and promises that bind the Parties.
- 2.02 Agreement. The PEDC and TSRA enter into this Agreement in anticipation of the PEDC's provision of a direct incentive to TSRA under the Project which shall be memorialized in a separate formal Economic Development Performance Agreement upon approval of the Project Design and the completion of construction of the Project Design.
- **2.03 Authority of Parties.** Each Party represents and warrants to the other Party that it has all requisite power and authority to execute, deliver, and to perform its obligations under this

Commented [CT1]: The PEDC board decided to go ahead and fund the project design so we could better control the timeline and layout of the improvements. I've modified this action and they dependent to the in the agreement.

Interlocal Agreement 2 of 14

Agreement; and, upon execution of this Agreement, this Agreement will constitute valid and binding legal obligations of each party.

2.04 Fair Compensation. The Parties acknowledge and agree that each of the covenants contemplated by this Agreement fairly compensates the performing Party for the services or functions to be performed under this Agreement.

ARTICLE III Definitions

- **3.01 Definitions.** As used in this Agreement, the following terms shall have the meaning set forth below:
 - (a) "<u>Construction Period</u>" means that period of time that TSRA is required to construct the railroad improvements. The "<u>Construction Period</u>" shall begin on the Effective Date of this Agreement and shall continue until all construction is completed which shall be on or before December 31, 2026.
 - (b) The "<u>Cure Period</u>" is that period during which, upon receipt of written notice of default, the defaulting Party must correct and cure its failure to perform under this Agreement. The Cure Period shall begin upon the date of written notice of the default. The Cure Period shall then last for a period of thirty (30) days thereafter.
 - (h) A "<u>Default</u>" is a material breach of this Agreement that allows for the termination of this Agreement that occurs if TSRA (i) fails to complete construction of the railroad improvements and a commercial transloading facility as specified in the Project Design approved by the PEDC on or before December 31, 2026; (ii) fails to comply with any one or all of the terms of this Agreement; or, (iii) if any representation by TSRA in this Agreement is found to be false or misleading in any respect.
 - (i) The "<u>Effective Date</u>" of this Agreement as used herein shall mean the date on which this Agreement is last executed by TSRA or the PEDC.
 - (j) An "Event of Bankruptcy or Insolvency" means the dissolution or termination of TSRA's existence as an ongoing business, insolvency, the appointment of a receiver for any of TSRA's property or inventory and such appointment is not terminated within ninety (90) days after such appointment is initially made.
 - (m) "Incentives" are those exclusive economic development benefits received by TSRA, from the PEDC, as provided for in this Agreement, in consideration for the representations, promises, and covenants of TSRA.

Interlocal Agreement 3 of 14

3.02 Terms Not Listed. There may be terms not listed herein this Article that appear in this Agreement. Those terms not listed herein this Article shall be provided those meanings assigned herein this Agreement or as is otherwise obvious or stated.

ARTICLE IV TSRA's Obligations

- **4.01 Obligations of TSRA.** In consideration of receiving those economic development incentives provided to TSRA by the PEDC and as described in this Agreement, TSRA agrees it shall:
 - (a) Construction of Rail Improvements and Commercial Transloading Facility.

 TSRA shall build the rail improvements and transloading facility on the Property.

 TSRA shall have access to the Property solely for the construction of the rail improvements and the commercial transloading facility consistent with the Plan Design during the Construction Period. Access to the Property may include the storage of construction materials, the parking of vehicles and construction equipment, the use of a mobile office, and other related construction activities. During the Construction Period, TSRA shall provide the PEDC a copy of all required documents submitted to the City for the construction of the rail improvements and commercial transloading facility. During the Construction Period, TSRA shall submit a quarterly report, in writing, to the PEDC detailing the progress of the construction.
 - (b) Capital Investment. TSRA shall, through its designated Operator, make a capital investment of One Million Three Hundred Thousand Dollars and No Cents (\$1,300,000.00), with Six Hundred Fifty Thousand Dollars and No Cents (\$650,000.00) committed during Fiscal Year 2024-2025, and Six Hundred Fifty Thousand Dollars and No Cents (\$650,000.00) committed during Fiscal Year 2025-2026 with such capital investment consisting of real property improvements pursuant to the Project Design (TSRA's "Capital Investment"). At the PEDC's request, TSRA shall provide financial records which may include but is not limited to, tax returns, receipts, cancelled checks, and bank statements, evidencing that TSRA or its Operator has expended not less than \$1.3 million in real estate property improvements on or at the Property, with such improvements being on or at the Property and being in conformity with the Project Design and the City's Home Rule Charter and Code of Ordinances.
 - (c) Project Design Approval. Prior to commencing construction, TSRA must first obtain all applicable approvals and permits by the City of Palestine and any other regulatory entities.

Commented [CT2]: Language change requested by TSR/since they are a tex-exempt entity.

Commented [HC3]: If PEDC is now doing the Project Design, shouldn't we also change this?

Interlocal Agreement 4 of 14

- (d) Assumption of Risk. TSRA shall assume all responsibility, risk, and liability for all activities on the Property related to the construction of the Project Design, and the provision of its transloading or railcar storage operations.
- (e) Uninterrupted Rail Services. TSRA shall ensure that an interchange agreement remains in place between the TSRA's Operator and the Union Pacific Railroad Company. TSRA will ensure that any existing or future interchange agreements between a common carrier and TSRA's Operator or any other business enterprises that utilize TSRA's services on the Property comply with Common Carrier Obligations pursuant to the Interstate Commerce Act of 1887, the Staggers Rail Act of 1980, and U.S. Code Title 49, which are incorporated by reference, by requiring delivery and acceptance of railcars from the TSRA in a timely manner to ensure uninterrupted rail services. Should rail service operations on the Property cease for any reason (except for those reasons outlined in Section 11.08 that would not constitute the need for a replacement operator), the TSRA shall immediately file a petition with the Surface Transportation Board to grant emergency operating authority to a replacement operator to maintain uninterrupted rail services to the Property.
- **(f)** Legal Compliance. TSRA, at its sole cost and expense, shall comply with all governmental laws, ordinances, and regulations applicable to the use of the Property, and at its sole cost and expense shall promptly comply with all governmental orders and directives for the correction, prevention, and abatement of nuisances in, upon, or connected with the Property. TSRA may not use the Property for any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters. During the Construction Period, TSRA may not use the Property for the permanent or temporary storage of any hazardous material which means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this Agreement or later enacted. After the Construction Period, TSRA may only use the Property for the permanent or temporary storage of any hazardous material, as defined herein, in a manner and quantity necessary for the ordinary performance of TSRA's operations, and then in compliance with all applicable laws. TSRA SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE PEDC FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, CAUSES OF ACTION, SUITS, JUDGMENTS, DAMAGES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS OF CLEANUP AND REMEDIATION) ARISING FROM TSRA'S FAILURE TO COMPLY WITH THE PROVISONS OF THIS SECTION. THIS INDEMNITY PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

Commented [HC4]: Should we delete this as well?

Commented [CT5]: I ran into a snag with this. Some items listed under our Force Majeure would constitute a scenario where we would want TSRA to be obligated to file a petition. A strike would be one good example. I've put language here that address is the best that I can, but if you think this could be drafted better, have at it.

Commented [CT6]: Outside of the construction period, this term will not work for the TSRA. Some of the materials that they already transload for a local surfactant manufacturer are hazardous. How can we address?

Commented [HC7R6]: Try this.

Interlocal Agreement 5 of 14

- (g) Maintenance. All maintenance of the Property during the Construction Period shall be at TSRA's sole cost and expense.
- (h) Surrender of the Property. At the end of Term or upon termination of this Agreement pursuant to Article VII, TSRA shall surrender the Property to PEDC in the same or better condition as it was received. TSRA will leave the Property in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants.
- (i) Alterations, Additions, and Improvements. No clearing, removing of trees, alteration, additions, or improvements to the Property, other than as contained in the approved Project Design, shall be made by TSRA without PEDC's written approval.
- (j) Insurance. During the Construction Period, TSRA shall procure and maintain, at its sole expense, comprehensive commercial general liability insurance on the Property with minimum policy limits \$1,000,000.00 per claim / \$2,000,000.00 aggregate on account of bodily injuries or death of one or more persons and property damage insurance. TSRA shall designate PEDC as an additional insured on its commercial general liability policy. At the request of PEDC, TSRA shall furnish PEDC with a certificate of insurance reflecting each policy of insurance required to be maintained by TSRA. All required insurance shall continue for at least sixty (60) days after the Construction Period, to include performance of all warranty work. Thereafter, TSRA shall procure and maintain sufficient comprehensive general liability insurance for the operation of the commercial transloading facility.
- (k) Waiver of Subrogation. It is agreed by the undersigned parties that if the Property shall be damaged or destroyed by an insured peril, then, and to the extent allowable without invalidating such insurance, and whether or not such damage or destruction was caused by negligence of the other party, neither party shall have any liability to any insurer of the other for or in respect of such damage or destruction.
- (I) *Utility Services*. During the Construction Period, TSRA shall pay the cost of all utility services during the Term as well as during any period in which TSRA is in possession of the Property.

ARTICLE V PEDC's Obligations

5.01 Property Access. PEDC shall provide TSRA access to the Property solely for the construction of the rail improvements, the use of the rail improvements, and the commercial transloading facility consistent with the Project Design during the Term of this Agreement. Access to the Property may include the storage of construction materials, the

Commented [CT8]: This references a lease. Would we have this language here with no other references to lease in the agreement?

Commented [HC9R8]: I stole some of this language from a lease agreement. See if this works better.

Commented [CT10R8]: See above comment regarding hazardous materials

Commented [HC11R8]: See if the addition above works for you. This is challenging because here, we are referring to the entirety of the Property, but we know PEDC will be signing over a portion of the Property to TSRA...

Commented [HC12]: What kind of insurance do you want TSRA to maintain during the term of this Agreement? This is example language from a lease agreement that might be helpful. Also see the Waiver of Subrogation language below.

Commented [CT13R12]: I'll have to discuss with the TSRA. But we can leave this language as is for now.

Commented [CT14]: I've understood this term to mean during the construction period but on closer look, I'm not sure of that anymore. Can we narrow this language a bit so that there is no ambiguity that would suggest TSRA would ever be responsible for any utilities except for its own?

Interlocal Agreement 6 of 14

parking of vehicles and construction equipment, the use of a mobile office, and other related construction activities.

- 5.02 Exclusive Right to Perform Transloading Operations and Railcar Storage. Upon execution of this Agreement, PEDC shall grant TSRA the exclusive right to perform commercial transloading operations and railcar storage on the Property. During the Term of this Agreement, PEDC shall not recruit any other dedicated commercial transloading or railcar storage operators. Any transloading or railcar storage operations facilitated or required by any business enterprise on the Property are understood by the Parties to be incidental to that business enterprise's operations and not in conflict with TSRA's exclusive rights granted hereunder.
- 5.03 Assignment. TSRA may assign its exclusive right to perform transloading operations and railcar storage on the Facility Property and its other rights and responsibilities to its Operator, but any assignment must include a provision stating that, in the event TSRA terminates its agreement with said Operator, all rights and responsibilities revert back to TSRA.

ARTICLE VI Term

6.01 This Agreement shall be effective as of the Effective Date and shall terminate the earlier of: (I) the date TSRA has completed construction on all rail infrastructure improvements in accordance with the Project Design and the PEDC has conveyed all of the Property identified in the Project Design by means of sale or incentive; or (2) as terminated pursuant to Article VII below.

ARTICLE VII Events of Default: Termination

- 7.01 Declaration of Default. During the period which this Agreement is effective, TSRA is in default if it: (i) fails to complete construction of the railroad improvements and the commercial transloading facility as specified in the Project Design approved by the PEDC on or before December 31, 2026; (ii) fails to comply with any one or all of the terms of this Agreement; or, (iii) if any representation by TSRA in this Agreement is found to be false or misleading in any respect.
- 7.02 Notice and Opportunity to Cure. Unless otherwise stated herein this Agreement, if any Party fails to meet its obligations under this Agreement during the Term, the other Party will terminate this Agreement. Prior to such termination, the non-defaulting Party shall provide written notice to the defaulting Party of the default and intent to terminate this Agreement. Upon receipt of written notice of default, the defaulting Party shall be allowed a period of thirty (30) days to correct and cure such failure (the "Cure Period").

7.03 Termination.

Interlocal Agreement 7 of 14

- (a) **Default.** In the event TSRA defaults on or causes a default of this Agreement, this Agreement may then be terminated by the PEDC pursuant to Sections 7.01 and 7.02.
- (b) *Discontinuation of Operations*. In the event TSRA discontinues the operation of the commercial transloading and railcar storage facility for any reason other than a force majeure event, as defined in this Agreement, for a period of more than one (1) year during the Term, then this Agreement shall terminate.
- (c) Bankruptcy or Insolvency. TSRA shall be deemed in default under this Agreement, which shall be deemed a breach hereunder, if TSRA experiences an Event of Bankruptcy or Insolvency; however, if TSRA retains ownership of its assets and maintains business operations under a bankruptcy reorganization, such event shall not constitute a default or breach of this Agreement.
- 7.04 Funding. The Parties understand and acknowledge that the funding of this Agreement is contained in each Party's annual budget and is subject to the approval of each Party in each fiscal year. The Parties further agree that should the governing body of any Party fail to approve a budget that includes sufficient funds for the continuation of this Agreement, or should the governing body of any Party fail to certify funds for any reason, then and upon the occurrence of such event, this Agreement shall automatically terminate as to that Party and that Party shall then have no further obligation to the other Party. When the funds budgeted or certified during any fiscal year by a Party to discharge its obligations under this Agreement are expended, the other Party's sole and exclusive remedy shall be to terminate this Agreement.

ARTICLE VIII Future Potential Economic Development Incentives

8.01 Consistent with Chapters 501 and 505 of the Texas Local Government Code, particularly that legislative intent expressed in Section 501.004 of the Texas Local Government Code, the Project shall promote and develop new and expanded business enterprises through the development and expansion of business, commerce, and industry and, as a result, maintaining a higher level of employment, economic activity, and stability. The Project, Property, and Project Design are all intended to attract prospective commercial cargo enterprises ("Prospects"). To be considered for the receipt of certain economic development incentives, those which may include but not be limited to land and other direct cash incentives consisting of the expenditure, abatement, and rebate of certain tax revenues, a Prospect must (1) make a minimum capital investment of \$1 million, or more, in furtherance of the Project for each acre of Property to be considered as a part of economic development incentives and (2) commit to the creation of, at least, twenty (20) fulltime primary jobs at peak employment. The PEDC shall have the right to approve or deny the provision of any and all economic development incentives, those which may include but not be limited to land and other direct cash incentives consisting of the expenditure, abatement, and rebate of certain tax revenues, to a Prospect or to the TSRA, at the sole discretion of the PEDC's Board of Directors.

Interlocal Agreement 8 of 14

- 8.02 Any economic development incentives, those which may include but not be limited to land and other direct cash incentives consisting of the expenditure, abatement, and rebate of certain tax revenues, considered for existing business enterprises that have operations located in the immediate vicinity of the Property will not be subject to the capital investment and job creation requirements outlined in this Agreement. Any economic development incentives considered for these enterprises will be negotiated separately from this agreement and in accordance with Chapters 501 and 505 of the Texas Local Government Code. Those business enterprises are understood to be the TSRA, the TSRA's Operator and Verdant Specialty Solutions US LLC.
- **8.03** If the PEDC enters into negotiations to sell portions of the Property without any economic development incentives, it will only consider the sale of the property at a price equal to or greater than the fair market value at the time of sale, as determined by a Texas Certified General Appraiser selected by the PEDC, and as required by Texas law.

ARTICLE IX Indemnification

TSRA, IN PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT, IS ACTING INDEPENDENTLY, AND THE PEDC ASSUMES NO RESPONSIBILITIES OR LIABILITIES TO THIRD PARTIES IN CONNECTION WITH THE PROJECT DESIGN, CONSTRUCTION, RAILCAR STORAGE, OR OPERATION OF A TRANSLOADING FACILITY ON THE PROPERTY, OPERATOR IMPROVEMENTS OR OPERATIONS, OR ANY OTHER IMPROVEMENTS TO THE PROPERTY. TSRA AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE PEDC, ITS OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES FROM AND AGAINST CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, AND LIABILITY OF EVERY KIND, INCLUDING BUT NOT LIMITED TO EXPENSES OF LITIGATION OR SETTLEMENT, COURT COSTS, AND ATTORNEY'S FEES WHICH MAY ARISE DUE TO ANY DEATH OR INJURY TO A PERSON OR THE LOSS OF, LOSS OF USE OF, OR DAMAGE TO PROPERTY ARISING OUT OF OR OCCURRING AS A CONSEQUENCE OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING ANY ERRORS OR OMISSIONS, OR NEGLIGENT ACT OR OMISSION OF THE PEDC, ITS OFFICERS, AGENTS, OR EMPLOYEES.

ARTICLE X Access to Information

10.01 Access to Information. TSRA agrees to allow the PEDC, upon request, access to information necessary to ensure compliance with this Agreement.

Interlocal Agreement 9 of 14

ARTICLE XI Miscellaneous Provisions

- **11.01 Mutual Assistance.** TSRA and the PEDC shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out those terms and provisions.
- 11.02 Representation and Warranties. TSRA represents and warrants to the PEDC that it has the requisite authority to enter into this Agreement. TSRA represents and warrants to the PEDC that it will not violate any Federal, State, or local laws in completing the Project and that all proposed improvements shall conform to all applicable building codes, ordinances, and regulations.
- 11.03 Section or Other Headings. Section or other headings contained in this Agreement are for reference purposes only and shall not affect, in any way, the meaning or interpretation of this Agreement.
- 11.04 Attorney's Fees. Except as otherwise expressly provided herein, each party shall bear its own costs and attorney's fees in connection with this Agreement, including any dispute relating thereto.
- 11.05 Entire Agreement. This Agreement, the Exhibits attached hereto, embody the entire agreement between the Parties relative to the subject matter hereof, and there are no oral or written agreements between the Parties, nor any representations made by either Party relative to the subject matter hereof, which are not expressly set forth herein.
- **11.06 Amendment.** Except as otherwise provided in this Agreement, this Agreement shall be subject to changes, amendments, or modifications only in writing with the signatures and mutual consent of all Parties hereto.
- **11.07 Beneficiaries.** This Agreement shall bind and benefit the respective parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other party. Nothing in this Agreement shall be construed to establish any third-party beneficiaries.
- 11.08 Force Majeure. In the event either Party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, except the obligation to pay amounts owed or required to be paid pursuant to the terms of this Agreement, then the obligations of such Party, to the extent affected by such Force Majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the Party whose contractual obligations are affected thereby shall give notice and full particulars of such force majeure to the other Party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "Force Majeure," as

Interlocal Agreement 10 of 14

used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, tornadoes, storms, floods, washouts, drought, arrests, restraint of government, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply resulting in an inability to provide water necessary for operation of the water and wastewater systems hereunder, if any, and any other inabilities of any Party, whether similar to those enumerated or otherwise, which are not within the control or the Party claiming such inability, which such Party could not have avoided by the exercise of due diligence and care.

11.09 Notice. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United Stated mail, addressed to the party to be notified, postage prepaid, registered or certified mail, return receipt requested; or (ii) delivering the same in person to such party; or (iii) utilizing an overnight or messenger delivery service that retains regular records of delivery and receipt. The initial addresses of the parties for the purpose of notice under this Agreement are as follows:

If to the PEDC: Palestine Economic Development Corporation

Attn: Dan Bochsler, Vice President 100 Willow Creek Parkway, Ste. A

Palestine, Texas 75801

With a copy to: Randle Law Office Ltd., L.L.P.

Attn: Heather N. Cook 820 Gessner Road Suite 1570 Houston, Texas 77024

If to <u>TSRA</u>: Texas State Railroad Authority

Attn: Ben Campbell, President C/O City of Palestine Finance Department 504 N. Queen Street Palestine, TX 75801

- **11.10 Interpretation.** Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any Party.
- 11.11 Venue and Applicable Law. This Agreement and any amendment thereto shall be performable and enforceable in Anderson County, Texas, and shall be construed in accordance with the laws of the State of Texas. The sole venue for any action, controversy, dispute, or claim arising under this Agreement shall be exclusively in a court of appropriate jurisdiction in Anderson County, Texas.

Interlocal Agreement 11 of 14

- 11.12 Sovereign Immunity Acknowledged and Retained. THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY ANY PARTY OF ANY IMMUNITY FROM SUIT OR LIABILITY THAT A PARTY MAY HAVE BY OPERATION OF LAW. THE PEDC AND THE TSRA RETAIN ALL APPLICABLE GOVERNMENTAL IMMUNITIES.
- 11.13 Severability. In the event of any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporations, or circumstance, shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity, or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the application, validity, or constitutionality of the remaining parts of this Agreement shall not be affected thereby.
- **11.14** Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.
- **11.15 No Joint Venture.** Nothing contained in this Agreement is intended by the Parties to create a joint venture or any other joint partnership between the Parties.
- 11.16 No Third-Party Beneficiaries. This Agreement is entered solely by and between the PEDC and the TSRA and may be enforced only by and among the Parties. Except as set forth herein, this Agreement shall not be deemed to create any rights in, or obligations to, any third parties.
- 11.16 Alternative Dispute Resolution. Pursuant to Texas Government Code § 791.015 and Texas Government Code Chapter 2009, in the event of a dispute over the terms and conditions of this Agreement or the Parties' rights, duties, and performance under this Agreement, the Parties agree to submit such dispute to alternative dispute resolution procedures set forth in Texas Civil Practice and Remedies Code Chapter 154.
- **11.17** No Personal Liability. Nothing in this Agreement shall be construed as creating any personal liability on the part of any employee, officer, or agent of any Party to this Agreement.
- 11.18 **Modification.** The Agreement cannot under any circumstance by modified orally, and no agreement shall be effective to waive, change, modify, or discharge this Agreement in whole or in part unless such agreement is in writing and is signed by the Parties.

Interlocal Agreement 12 of 14

[Signature pages to follow]

IN WITNESS WHEREOF, and in acknowledgment that the Parties hereto have read and understood each and every provision hereof, the Parties have executed this Agreement on the dates subscribed below:

	PEDC:	
	PALESTINE ECONOMIC DEVELOPMENT C By: DAN BOCHSLER, President	CORPORATION
	Date of Execution by the PALESTIN DEVELOPMENT CORPORATION:	NE ECONOMIC , 2024
ATTEST:		
By: Kim Willmott, PEDC V	ice President	
STATE OF TEXAS	\$ \$ \$	
ANDERSON COUNTY This instrument was acknowledged to the property of the prope	ged before me on the day of	
of said municipal corporation.	ent, Palestine Economic Development Corpo	oration, on behalf

Interlocal Agreement 13 of 14

	NOTARY PUBLIC, State of Texas
	TSRA:
	TEXAS STATE RAILROAD AUTHORITY
	n .
	By: Ben Campbell, President
	Date of Execution by TSRA:
	, 2024
STATE OF TEXAS	\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \
ANDERSON COUNTY	\$
This instrument was acknowledged b	before me on the day of
2024, by Ben Campbell, President,	Texas State Railroad Authority, on behalf of said business
entity.	
	NOTARY PUBLIC, State of Texas

Interlocal Agreement 14 of 14