

RESOLUTION NO. 2021-10-1025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS APPROVING AN INCENTIVE AGREEMENT WITH VAQUERO DG WESTMINISTER PARTNERS, LP.

WHEREAS, the City of Anna, Texas (the "City") desires to waive all water, wastewater, and roadway impact fees in support of a community development project that will create and retain jobs, and that will result in new capital investment within the corporate limits of the City of Anna, Texas; and

WHEREAS, the new Dollar General Store will create jobs with at least a \$1,200,000 capital investment; and

WHEREAS, the City has found that the Project will promote new or expanded business enterprises; and

WHEREAS, the City is authorized to grant the waiver under Chapter 380 of the Texas Local Government Code;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS:

SECTION 1. Findings. The findings set forth above are incorporated herein for all purposes as if set forth in full.

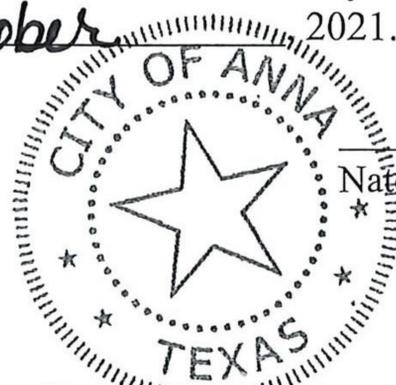
SECTION 2. Approval of Project and Agreement

The City Council of the City of Anna, Texas hereby approves the Incentive Agreement for New Economic Development with Vaquero DG Westminister Partners, LP and the City of Anna, Texas ("Agreement") attached hereto as Exhibit 1, incorporated herein for all purposes, and authorizes the Mayor to execute the same on its behalf, subject to approval as to form by legal counsel for the City, said Agreement to be effective upon its passage and as set forth in said Agreement.

SECTION 3. Administration

The City hereby authorizes the City Manager or his designee to administer the Agreement.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Anna, Texas, on this the 12 day of October, 2021.




Nate Pike, Mayor

ATTEST:

Carrie L. Land
Carrie L. Land, City

INCENTIVE AND DEVELOPMENT AGREEMENT FOR NEW ECONOMIC DEVELOPMENT

THIS INCENTIVE AND DEVELOPMENT AGREEMENT FOR NEW ECONOMIC DEVELOPMENT (this "Agreement") is entered into by and between the City of Anna, Texas (the "City") and Vaquero DG Westminster Partners, LP, a Texas limited partnership (the "Developer").

WHEREAS, Developer owns real property consisting of approximately 2.455 acres located at the southwest corner of State Hwy 121 and FM 2862 and described and depicted in further detail in the attached **Exhibit A** (the "Property"); and

WHEREAS, the Property is currently undeveloped and the Developer plans to develop the Property and use the Property as the site for a Dollar General retail store that shall contain approximately 10,640 square feet of enclosed indoor air-conditioned retail space with a minimum capital expenditure of \$1,200,000 (the "Store"); and

WHEREAS, a proposed site plan of the Property is attached hereto as **Exhibit B**, which sets forth the layout of parking lots, traffic areas, fire lanes, buildings, structures and other development aspects planned for development of the Property; and

WHEREAS, the City recognizes the positive economic impact that the Store will bring to the City through development and diversification of the economy, reduction of unemployment and underemployment through the production of new jobs, the attraction of new businesses, and the additional tax revenue; and

WHEREAS, as an incentive to develop the Store, the Developer has requested that the City forgo collection of impact fees in the approximate amount of \$93,656.04 (the "Incentive Grant") and the City is willing to grant the Incentive Grant under and subject to the terms and conditions of this Agreement.; and

WHEREAS, the City is authorized to grant the Waiver under Chapter 380 of the Texas Local Gov't Code, Chapter 395 of the Texas Local Gov't Code, The Anna City Code of Ordinances Sec. 9.08.010, and other applicable law;

NOW, THEREFORE, in consideration of the covenants, promises, and conditions stated in this Agreement, the City and Developer agree as follows:

Section 1. Effective Date.

The Effective Date of this Agreement shall be the date that the last of the following events have occurred: (1) the City of Anna, Texas City Council ("City Council") has approved and adopted this Agreement; and (2) the parties have duly executed and delivered this Agreement.

Section 2. Term and Termination.

2.01 The term of this Agreement shall commence on the Effective Date and it shall continue in effect until such time as the parties have fulfilled their obligations hereunder, unless terminated earlier under the provisions of this Agreement. The term of the Incentive Grant shall be permanent unless required to be repaid to the City under the terms of this Agreement.

2.02 This Agreement and all obligations of the Parties hereto shall terminate upon full performance of the Parties' respective obligations under this Agreement. The City may, at its sole discretion, terminate this Agreement if Developer defaults by: (1) failing to timely commence construction, construct, or cause to be constructed, the Store, in accordance with Section 4.01 of this Agreement; or (2) otherwise breaches its obligations or warranties under this Agreement. The City may cause this Agreement to terminate by following the notice and cure provisions set forth in Section 7.08 and 7.09 of this Agreement.

Section 3. Recitals Incorporated and Definitions.

3.01 The recitals in the preamble to this Agreement are hereby incorporated for all purposes.

3.02 The following words or phrases shall have the following meanings:

“Certificate of Occupancy” means a document entitled “Certificate of Occupancy” (or other similar title) issued by City upon substantial completion of the Store in accordance with applicable City Regulations. A Certificate of Occupancy shall not include a certificate issued in error, mistake or misrepresentation of facts, but shall include any temporary certificate of occupancy or other document authorizing temporary or conditional occupancy.

“City Code” means The Anna City Code of Ordinances.

“City Council” means the governing body of the City of Anna, Texas.

“City Manager” means the City Manager of the City of Anna, Texas.

“City Regulations” mean City Code provisions, ordinances, design standards, uniform codes, and other policies duly adopted by the City.

“Commence Construction” means to commence the work of constructing any part of the vertical structure composing any part of the Store.

“Development” means the development of the Property including the construction of Public Improvements necessary to serve the Property, the features shown on the site plan Attached herein as Exhibit B, and the construction of the Store.

“Effective Date: means the date described in Section 3 of this Agreement.

“Incentive Grant” means the City’s agreement to forgo the collection of all water, sewer, and roadway impact fees that would otherwise be due to the City as relates to the Development.

“Parties” mean the City and Developer.

“Public Improvements” mean those certain utility, roadway, drainage and other improvements that Developer is required to construct/install and dedicate to the City as shown in the Plans (as herein defined).

Section 4. Developer Obligations. The obligations set forth in this Section 4 are conditions for the Incentive Grant to continue as set forth in Section 5.

4.01. Construction, Location and Operation of the Store. The Store shall be located within the Property consistent with the site plan attached hereto as **Exhibit B**. Construction work on buildings and site improvements, and all other actions necessary or required by the City Regulations for issuance of a Certificate of Occupancy for the Store, must be substantially complete within eighteen (18) months after the Effective Date. The Deadline to Commence Construction of the Store is March 15, 2022.

4.02. Performance Bond, Payment Bond and Other Security. Developer shall execute or cause to be executed one or more valid performance bonds in favor of the City and one or more valid payment bonds for the construction, work and materials necessary to complete the Public Improvements. Said bonds shall be in accordance with Texas Government Code, Chapter 2253 and applicable City Regulations, except that the bonds shall be in an amount that is 110% of the contract price for each construction contract for any part of the Public Improvements and shall contain a provision that increases the amount of the bond to the extent that the contract price increases by change order. Developer shall further execute or cause to be executed a valid Maintenance Bond in accordance with applicable City Regulations that guarantees the costs of any repairs which may become necessary to any part of the construction work performed in connection with the Public Improvements, arising from defective workmanship or materials used therein, for a full period of two (2) years from the date of final acceptance of the Public Improvements constructed under any such contract(s).

4.03. Public Improvements Generally. Developer shall provide or cause to be provided all Public Improvements as shown in the Plans, and any required or necessary public improvement not identified in this Agreement that are required by City Regulations in connection with development of the Property, such as streets, utilities, drainage, sidewalks, trails, street lighting, street signage, and all other required improvements, at no cost to the City and in accordance with City Regulations, and as approved by the City’s engineer or his or her agent. Developer shall cause the timely installation of such improvements in accordance with the City Regulations unless

otherwise approved herein. Developer shall provide engineering studies, plan/profile sheets, and other construction documents at the time of platting as required by City Regulations (the "Plans"). Such Plans must be approved by the City's engineer or his or her agent prior to approval of a final plat of any portion of the development of the Property. Construction of such improvements shall not be initiated until a preconstruction conference has been held regarding the proposed construction and City has issued a written notice to proceed.

4.04. Approval of Plats/Plans. Approval by the City, the City's Engineer or other City employee or representative, of any plans, designs or specifications submitted by Developer pursuant to this Agreement or pursuant to City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of Developer, its engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by Designer's engineer, his officers, agents, servants or employee, but Developer is required only to construct what is shown in Plans.

4.05. Insurance.

(a) Developer shall or shall cause the construction contractor(s) that will perform the construction work related to the Public Improvements to acquire and maintain, during the period of time when any of the Public Improvements are under construction (and until the full and final completion of the Public Improvements and acceptance thereof by the City): (a) workers compensation insurance in the amount required by law; and (b) commercial general liability insurance including personal injury liability, premises operations liability, and contractual liability, covering, but not limited to, the liability assumed under any indemnification provisions of this Agreement, with limits of liability for bodily injury, death and property damage of not less than \$1,000,000.00. Such insurance shall also cover any and all claims which might arise out of the Public Improvements construction contracts, whether by Developer, a contractor, subcontractor, materialman, or otherwise.

(b) Coverage must be on a "per occurrence" basis. All such insurance shall: (i) be issued by a carrier which is rated "A-1" or better by A.M. Best's Key Rating Guide and licensed to do business in the State of Texas; and (ii) name the City as an additional insured and contain a waiver of subrogation endorsement in favor of the City. Upon the execution of Public Improvement construction contracts, Developer shall provide to the City certificates of insurance evidencing such insurance coverage together with the declaration of such policies, along with the endorsement naming the City as an additional insured. Each such policy shall provide that, at least 30 days prior to the cancellation, non-renewal or modification of same, the City shall receive written notice of such cancellation, non-renewal or modification.

4.06. City Regulations. Developer acknowledges that development of the Property must comply with all applicable City Regulations. Except to the extent this Agreement provides for stricter or more restrictive requirements than those in applicable City Regulations, the applicable

City Regulations shall control.

Section 5. Incentive Grant.

The City hereby grants the Incentive Grant to Developer. Provided that the City has not terminated this Agreement under Section 2.02 of this Agreement, the Incentive Grant shall be deemed to be permanent, and Developer shall have no obligation to repay amount of the Incentive Grant to the City.

Section 6. Warranties. The accuracy of the warranties set forth in this Section 6 are conditions for the Incentive Grant to continue to be in effect. Developer shall notify the City if and when any of the following warranties are no longer accurate. The failure to so notify the City is a material breach of this Agreement. Developer warrants and represents to the City the following:

6.01. Developer is a limited partnership duly organized, validly existing, and in good standing under the laws of the State of Texas. Developer has all corporate power and authority to carry on its business as presently conducted in the State of Texas.

6.02. Developer has the authority to enter into and perform, and will perform, the terms of this Agreement to the best of its ability.

6.03. Developer has timely filed and will timely file all local, State, and Federal tax reports and returns required by law to be filed and all taxes, assessments, fees, and other governmental charges related to the Development, including applicable ad valorem taxes, have been timely paid, and will be timely paid, during the term of this Agreement.

6.04. Any entity(ies)/individual(s) executing this Agreement on behalf of Developer are duly authorized to execute this Agreement on behalf of Developer.

6.05. In accordance with Chapter 2264 of the Texas Government Code, Developer certifies that neither it, nor a branch, division, or department of Developer, will ever knowingly employ an undocumented worker and that if, after receiving any public subsidies under this Agreement, Developer, or a branch, division, or department of Developer, is convicted of a violation under 8 U.S.C. §1324a(f), as amended or recodified, Developer shall repay the total amount of all public subsidies and/or incentives theretofore received under this Agreement with interest at two percent (2%) per annum not later than the 120th day after the date the City notifies Developer in writing of the violation.

6.06 No litigation or governmental proceeding is pending or, to the knowledge of Developer and its general partner and officers, is threatened against or affecting Developer, or the Development or the Property, that may result in any material adverse change in Developer's business, properties or operation.

6.07. Developer shall not be in breach of any other contract by entering into and performing this Agreement. Developer shall amend or enter into any other contract that may be necessary for Developer to fully and timely perform its obligations under this Agreement.

Section 7. Miscellaneous.

7.01. Compliance with Laws. Developer shall observe and obey all applicable laws, ordinances, regulations, and rules of the Federal, State, county, and city governments related to the Development, unless specifically relieved of a particular requirement by variance.

7.02. Non-Discrimination. Developer covenants and agrees that Developer will not discriminate nor permit discrimination against any person or group of persons, with regard to employment and the provision of services for the Development on the grounds of race, religion, national origin, marital status, sex, age, disability, or in any manner prohibited by the laws of the United States or the State of Texas.

7.03. Time Periods. Time is of the essence in the performance of this Agreement.

7.04. Force Majeure. If the City or Developer are prevented, wholly or in part, from fulfilling their respective obligations under this Agreement, by reason of any act of God, unavoidable accident, acts of enemies, fires, floods, governmental restraint or regulation, war, riot, civil commotion, insurrection, inclement weather, floods, shortages of labor or materials, strikes, other events of force majeure, or by reason of circumstances beyond its control, then the obligations of the City or Developer are temporarily suspended during continuation of the force majeure. If either party's obligation is affected by any of the causes of force majeure, the party affected shall promptly notify the other party in writing, giving full particulars of the force majeure as soon as possible after the occurrence of the cause or causes relied upon. The Party affected shall thereafter provide written reports to the other Party at least once every two weeks detailing the Party's efforts taken to be able to resume performance under this Agreement and an estimate of the date that resumption of performance will begin.

7.05. Assignment. Except as provided below, Developer may not assign all or part of its rights and obligations under this Agreement to a third party without prior written approval of City Council and/or the City, which approval will not be unreasonably withheld or delayed. The City agrees, however, that Developer may assign all or part of its rights and obligations under this Agreement to any entity affiliated with Developer by reason of controlling, being controlled by, or being under common control with Developer or to a third-party lender advancing funds for the construction or operation of Public Improvements. The City expressly consents to any assignment described in the preceding sentence and agrees that no further consent of City Council or the City to such an assignment will be required. Developer agrees to provide the City with written notice of any such assignment. The foregoing notwithstanding, any assignment of Developer's rights under this Agreement shall not release Developer from its obligations hereunder.

7.06. INDEMNITY. DEVELOPER COVENANTS TO FULLY INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS THE CITY, AND ITS RESPECTIVE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING WITHOUT LIMITATION DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND ASSOCIATED EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND OTHER CONSULTANTS) ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE NEGLIGENT OR OTHERWISE WRONGFUL ACTS OR OMISSIONS OF DEVELOPER, ITS AGENTS, SERVANTS, CONTRACTORS, SUBCONTRACTORS, MATERIAL MEN OR EMPLOYEES THAT RELATE IN ANY MANNER TO DEVELOPER'S PERFORMANCE OF THIS AGREEMENT OR TO THE DESIGN, CONSTRUCTION OR INSTALLATION OF THE PUBLIC IMPROVEMENTS AND ANY OTHER IMPROVEMENTS OR CONSTRUCTION RELATED TO THE DEVELOPMENT, INCLUDING WITHOUT LIMITATION INJURY OR DAMAGE TO PUBLIC PROPERTY. THE INDEMNITY PROVIDED FOR ABOVE SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF CITY AND DEVELOPER, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. DEVELOPER'S OBLIGATIONS UNDER THIS SECTION 7.06 SHALL SURVIVE THE TERM OF THIS AGREEMENT FOR A PERIOD OF TWO (2) YEARS.

7.07. Events of Default by Developer. In addition to other events of default by Developer set forth in this Agreement, each of the following events constitute a default of this Agreement by Developer:

- (a) Any financial statement, certificate, report, or opinion submitted to the City in connection with this Agreement that is incorrect or misleading in any material respect when made.
- (b) Developer makes an assignment for the benefit of creditors.
- (c) Developer files a voluntary petition in bankruptcy or is adjudicated insolvent or bankrupt.
- (d) If taxes owed to the City by Developer become delinquent, and Developer fails to timely and properly follow the legal procedures for protest or contest.

- (e) Developer fails to timely, fully and completely comply with any one or more of the material requirements, obligations, duties, terms, conditions or warranties of this Agreement, including without limitation Developer's obligation under this Agreement to timely: (i) develop the store; (ii) obtain a Certificate of Occupancy; (iii) construct the Store to include at least 10,000 square feet of enclosed indoor air-conditioned retail space, and (iv) expend at least \$1,200,000 in capital cost on the Development and creation of the Store.

7.08. Notice of Default. Should the City or City Council determine that Developer is in default according to the terms of this Agreement, the City or City Council shall notify Developer in writing of the event of default, and provide thirty (30) days from the date of the notice (the "Cure Period") for Developer to cure the event of default; provided, however, in the event if such event of default is not able to be cured within such 30-day period, Developer shall be permitted additional time to effectuate such cure, provided, that in no event shall the Cure Period exceed sixty (60) days from the date of notice from the City.

7.09. Results of Uncured Default by Developer. After exhausting good faith attempts to address any default during the Cure Period, and taking into account any extenuating circumstances that might have occurred through no fault of Developer, as determined by the City, the Developer shall immediately pay the City the amount of the Incentive Grant and shall pay the City reasonable attorney fees, related expenses and costs of court to collect amounts due to City if the amount of the Incentive Grant is not immediately repaid upon demand from the City. The City and Developer shall have no further obligations to one another under this Agreement upon the later of the full payment by Developer of all sums that may become due to the City under this Agreement or two (2) years after the Effective Date. Neither the City nor Developer may be held liable for any special or consequential damages.

7.10. No Waiver. No waiver of any covenant or condition, or the breach of any covenant or condition of this Agreement, constitutes a waiver of any subsequent breach of the covenant or condition of this Agreement. No waiver of any covenant or condition, or the breach of any covenant or condition of this Agreement, justifies or authorizes the nonobservance on any other occasion of the covenant or condition or any other covenant or condition of this Agreement. Any waiver or indulgence of Developer's default may not be considered an estoppel against the City. It is expressly understood that if at any time Developer is in default in any of its conditions or covenants of this Agreement, the failure on the part of the City to promptly avail itself of the rights and remedies that the City may have, will not be considered a waiver on the part of the City, but the City may at any time avail itself of the rights or remedies or elect to terminate this Agreement on account of the default.

7.11. Limitation of Remedies. Developer specifically agrees that the City shall not be liable to Developer for any actual or consequential damages, direct or indirect, interest, attorney fees or related expenses, or cost of court for any act of default by the City under the terms of this Agreement. Developer's sole remedy shall be to seek specific performance of the City's

obligations under this Agreement.

7.12. Notices. Any notice and/or statement required and permitted to be delivered under this Agreement shall be deemed delivered by depositing the same in the United States mail, certified with return receipt requested, proper postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the Parties in writing.

DEVELOPER:

Vaquero DG Westminster Partners, LP
Attn: Emily L. Crockett
2900 Wingate Street, Suite 200
Fort Worth, Texas 76107

CITY:

City of Anna
Attn.: City Manager
P.O. Box 776,
Anna, Texas 75409-0776

Wolfe, Tidwell & McCoy, LLP
Attn: Clark McCoy
2591 Dallas Parkway, Suite 300
Frisco, Texas 75034

Notice is effective upon deposit in the United States mail in the manner provided above.

7.13. Incorporation of Other Documents. The Exhibits referenced in this Agreement and attached hereto are incorporated herein as if set forth in full for all purposes. Said Exhibits include the following:

Exhibit A, Legal Description of the Property
Exhibit B, Store Site Plan

7.14. Amendments or Modifications. No amendments or modifications to this Agreement may be made, nor any provision waived, unless in writing signed by a person duly authorized to sign Agreements on behalf of each party.

7.15. Relationship of Parties. In performing this Agreement, both the City and Developer will act in an individual capacity, and not as agents, representatives, employees, employers, partners, joint-venturers, or associates of one another. The employees or agents of either party may not be, nor be construed to be, the employees or agents of the other party for any purpose. At no

time shall the City have any control over or charge of Developer's design, construction or installation of any of the infrastructure or public improvements that are the subject of this Agreement, nor the means, methods, techniques, sequences or procedures utilized for said design, construction or installation. This Agreement does not create a joint enterprise between the City and Developer.

7.16. Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the terms and provisions of this Agreement.

7.17. Severability. If for any reason, any section, paragraph, subdivision, clause, provision, phrase or word of this Agreement or the application of this Agreement to any person or circumstance is, to any extent, held illegal, invalid, or unenforceable under present or future law or by a final judgment of a court of competent jurisdiction, then the remainder of this Agreement, or the application of the term or provision to persons or circumstances other than those as to which it is held illegal, invalid, or unenforceable, will not be affected by the law or judgment, for it is the definite intent of the Parties to this Agreement that every section, paragraph, subdivision, clause, provision, phrase, or word of this Agreement be given full force and effect for its purpose. To the extent that any clause or provision is held illegal, invalid, or unenforceable under present or future law effective during the term of this Agreement, then the remainder of this Agreement is not affected by the law, and in lieu of any illegal, invalid, or unenforceable clause or provision, a clause or provision, as similar in terms to the illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable, will be added to this Agreement automatically.

7.18. Venue. Venue for any legal action related to this Agreement is in Collin County, Texas.

7.19. Interpretation. The Parties have been represented by counsel of their choosing in the negotiation and preparation of this Agreement. This Agreement was drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.

7.20. Sole Agreement. This Agreement constitutes the sole agreement between the City and Developer as relates to the Development. Any other prior agreements, promises, negotiations, or representations related to the Development, verbal or otherwise, not expressly stated in this Agreement, are of no force and effect.

7.21. Third Party Beneficiaries. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.

7.22. Binding Agreement. This Agreement shall be binding on and inure to the benefit

of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.

7.23. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and the binding agreement of each Party to the terms herein, but all of which together will constitute one and the same instrument.

7.24. Recording. The Parties agree that neither this Agreement, nor any memorandum or short form of this Agreement, shall be recorded.

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EXECUTED BY THE PARTIES:

Vaquero DG Westminster Partners, LP,
a Texas limited partnership,

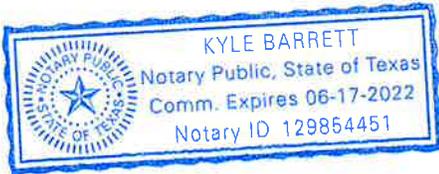
By: **Vaquero Ventures Management, LLC,**
a Texas limited liability company, its general partner

By: W.A. Landreth
William A. Landreth, its manager

State of Texas
County of Tarrant

Before me, on this day personally appeared W.A. Landreth, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity as manager of Vaquero Ventures Management, LLC, a Texas limited liability company, in its capacity as general partner of Vaquero DG Westminster, LP, a Texas limited partnership for the purposes and consideration therein expressed.

Given under my hand and seal of office this 11th day of October 2021.



Kyle Barrett
Notary – State of Texas

CITY OF ANNA, TEXAS

By: _____
Jim Proce, City Manager

State of Texas
County of _____

Before me, on this day personally appeared Jim Proce known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity as City Manager of the City of Anna, Texas.

Given under my hand and seal of office this _____ day of _____ 2021.

Notary – State of Texas

EXECUTED BY THE PARTIES:

Vaquero DG Westminster Partners, LP,
a Texas limited partnership,

By: **Vaquero Ventures Management, LLC,**
a Texas limited liability company, its general partner

By: _____
William A. Landreth, its manager

State of Texas
County of _____

Before me, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity as manager of Vaquero Ventures Management, LLC, a Texas limited liability company, in its capacity as general partner of Vaquero DG Westminster, LP, a Texas limited partnership for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____ 2021.

Notary – State of Texas

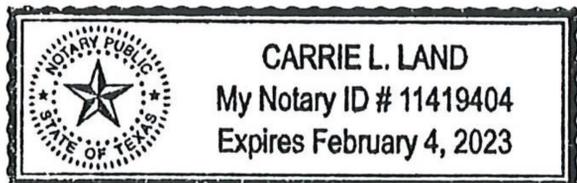
CITY OF ANNA, TEXAS

By: _____
Jim Proce, City Manager

State of Texas
County of Collin

Before me, on this day personally appeared Jim Proce known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity as City Manager of the City of Anna, Texas.

Given under my hand and seal of office this 12th day of October 2021.



Carrie L. Land
Notary – State of Texas

Exhibit A

Legal Description of the Property



