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FEB 28 2023

February 22, 2023

Dr. Bobby Ott, Superintendent
Temple Independent School District
401 Santa Fe Way
Temple, Texas 76501

Re: Notice of Public Hearing on Designation of Temple Tax Abatement Reinvestment Zone Number 46, and City's Consideration of Tax Abatement Agreement with HEB, LP.

Dear Dr. Ott:

At its March 2, 2023, meeting the City of Temple City Council will consider an Ordinance on first reading designating a new tax abatement reinvestment zone. The second and final reading for this Ordinance will be March 16, 2023. By statute, the City is required to hold a public hearing and provide written notice of the hearing to the governing body of each of the other taxing entities at least seven (7) days prior to the hearing.

This is our written notice to Temple Independent School District that at its March 2, 2023, meeting, the Temple City Council will hold a public hearing and consider designating 4750 Wendland Road in the North Industrial Park as City of Temple Tax Abatement Reinvestment Zone Number 46 for commercial/industrial tax abatement. The property tax identification number for the subject property is 507622.

The City Council meeting starts at 5:00 p.m. and will be held in the Council Chambers on the Second Floor of the Municipal Building, 2 North Main Street, Temple, Texas. You or your designated representative may speak at this public hearing, if you desire.

Municipal Building
2 North Main Street, Suite 308
Temple, TX 76501
254-298-5674

This letter also serves as notice that the City Council will consider a tax abatement agreement between the City of Temple and HEB, LP at its March 16, 2023, meeting, a substantive copy of which is attached.

If the City Council does approve the attached tax abatement agreement, by state law your entity must also approve the agreement before it can be effective. Your entity, however, is not required to participate in the agreement. Mr. Adrian Cannady with the Temple Economic Development Corporation will assist with the coordination of this approval process.

Please let me know if you have any questions, or if I can be of assistance in any way.

Sincerely,



Kathryn H. Davis
City Attorney

CC: Adrian Cannady, TEDC (w/o enclosure)

Enclosure: Tax Abatement Agreement

STATE OF TEXAS §

COUNTY OF BELL §

TAX ABATEMENT AGREEMENT

This **TAX ABATEMENT AGREEMENT** (“**Agreement**”) is entered into by and between the **CITY OF TEMPLE, TEXAS** (the “**City**”), a home rule municipality organized under the laws of the State of Texas, and **H-E-B, LP** (“**Company**”). The City and the Company are sometimes referred to herein collectively as the “**Parties**” and each individually as a “**Party**”.

RECITALS

The City and Company hereby agree that the following statements are true and correct and constitute the basis upon which the City and Company have entered into this Agreement:

A. On May 5, 2022, the City Council of the City (the “**City Council**”) adopted Ordinance No. 2022-0023, stating that the City elects to be eligible to participate in tax abatement and setting forth guidelines and criteria governing tax abatement agreements entered into between the City and various parties, entitled “Economic Development Policy” (as amended, the “**Policy**”); and

B. The Policy contains appropriate guidelines and criteria governing tax abatement agreements to be entered into by the City as contemplated by Chapter 312 of the Texas Tax Code, as amended (the “**Code**”); and

C. Company owns approximately 194.70 acres of Land (defined herein) in the City’s Industrial Park. As of the Effective Date, the Land is located entirely within Tax Abatement Reinvestment Zone No. 46, City of Temple, Texas (the “**Zone**”) established by the City Council on March 16, 2023, by Ordinance No. 2023-____, (the “**Ordinance**”).

D. Contingent upon receipt of the tax abatement herein, Company is considering the expansion of its existing regional distribution center campus including, without limitation, the construction of a frozen goods warehouse of approximately 330,000 square feet and associated parking, drives, racking, automation, and other fixtures (collectively, the “**Project**”).

E. The contemplated use of the Land and the terms of this Agreement are consistent with encouraging development of the Zone and generating economic development and increased employment opportunities in the City, in accordance with the

purposes for creation of the Zone, and are in compliance with the Policy, the Ordinance and all other applicable laws, ordinances, policies, rules and regulations.

F. The provisions of this Agreement, and the proposed use of the Land and nature of capital investment related thereto satisfy the eligibility criteria for tax abatement pursuant to Section I.D.2 of the Policy.

G. Written notice that the City intends to enter into this Agreement, along with a copy of this Agreement, as applicable, has been furnished in the manner prescribed by the Code, including without limitation to the presiding officers of the governing bodies of each of the taxing units that have jurisdiction over the Land.

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 is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. INCORPORATION OF RECITALS.

The City Council has found, and the City and Company hereby agree, that the recitals set forth above are true and correct and form the basis upon which the Parties have entered into this Agreement.

2. DEFINITIONS.

In addition to any terms defined in the body of this Agreement, the following terms shall have the definitions ascribed to them as follows:

Abatement means the Phase 1 Development Abatement or a Future Phase Abatement, as applicable.

Abatement Period (i) for Phase 1 Development shall mean a period of ten (10) calendar years beginning in the First Year of Abatement; and (ii) for each Future Phase, shall mean:

i) for Subsequent Investment(s) in an aggregate amount of \$10,000,000-\$50,000,000, a period of five (5) calendar years beginning in the First Year of Abatement;

ii) for Subsequent Investment(s) in an aggregate amount of \$50,000,001-\$100,000,000, a period of seven (7) calendar years beginning in the First Year of Abatement;

iii) for Subsequent Investment(s) in an aggregate amount of at least \$100,000,001, a period of ten (10) calendar years beginning in the First Year of Abatement.

Affiliate means all persons or entities, incorporated or otherwise, under common control with, controlled by or controlling Company including, but not limited to, within the meaning of SEC Rule 405, 17. C.F.R. § 230.405.

Applicable City Rules means all of the rules, regulations, ordinances and official policies of the City.

Business Day shall mean a day that is not a Saturday, Sunday, or official holiday in the City of Temple. All other references to “days” hereunder shall mean calendar days.

City Council has the meaning ascribed to that term in Recital A.

Commencement of Construction means both of the following have occurred: (1) issuance of a notice to proceed with construction to the applicable construction contractor, and (2) commencement and diligent pursuit of mobilization and construction by the construction contractor on the applicable construction site.

Commencement of Construction Deadline means twelve (12) months from the Effective Date, subject to extension on account of Force Majeure, as provided in Section 22.

Completion Date means the date as of which Company has substantially completed or caused the substantial completion of the building or group of buildings that constitute a Phase, and has made a substantially complete application for a temporary or permanent certificate of occupancy for the building or group of buildings for such Phase.

Completion Deadline means thirty (30) months from the Commencement of Construction, subject to extension on account of Force Majeure, as provided in Section 22.

Comprehensive Plan means the City’s Comprehensive Plan, adopted pursuant to Ordinance No. 2020-5061, adopted by the City Council on October 15, 2020, and as amended.

Designation Deadline has the meaning ascribed to that term in Section 4.2.

Development Costs means the aggregate of the following costs expended or caused to be expended by or on behalf of Company or an Affiliate relating to the design, construction and installation of Project Improvements and related infrastructure, including costs such as land acquisition and related costs; site development and construction costs; general contractor and subcontractor fees; the costs of supplies, materials and construction labor; buildings (foundation, interior, and exterior improvements); structures; utilities; paving; grading; demolition; environmental remediation; lighting; signage; landscaping and other costs and fees for the construction and completion of the Project Improvements (or portion thereof); engineering and consultant fees.

Effective Date has the meaning ascribed to it in Section 3.

Expiration Date means the earlier of (i) the date this Agreement is terminated by the City pursuant to Section 6.1; or (ii) March 31 of the first calendar year that commences following the ten (10) year anniversary of the Completion Date for the final Phase.

First Year of Abatement (i) for Phase 1 Development, shall mean the calendar year following the calendar year in which the Completion Date for Phase 1 Development occurs; and (ii) for each Future Phase, shall mean the calendar year following the calendar year in which the Completion Date for the applicable Future Phase occurs.

Force Majeure shall mean a matter beyond the reasonable control of the Party to perform (excluding unfavorable economic conditions), including: acts of God, including earthquakes, fire, floods, tornados, hurricanes and extreme weather conditions; acts of terrorism; financial and/or banking crises that limit normal extensions of credit; civil disturbances; discovery of hazardous materials; shortages or unavailability of labor or materials, including supply chain disruptions; Epidemics, pandemics, or quarantines, such as the events connected with COVID-19; and acts of the United States of America or the State of Texas.

Full-Time Job means a permanent job, as distinguished from a job of a known, short-term duration with a definite end-date (such as a construction job or a contract job), and located at the Project provided by Company, an Affiliate or a contractor to one individual for (i) forty (40) hours per week or (ii) less than forty (40) hours per week if such other measurement is used to define full-time employment by Company or an Affiliate in accordance with its then-current personnel policies and regulations. For example, if Company or an Affiliate has a company-wide policy that considers full-time employment to be thirty-five (35) hours per week, a job provided by Company or an Affiliate for at least thirty-five (35) hours per week shall be considered a Full-Time Job for purposes of this Agreement. It is hereby acknowledged that Company's current policies define a Full-Time Job requires an average of thirty-five (35) or more hours week and that Company anticipates having fifty (50) or more of the initial Full-Time Jobs at the Project employed directly by a contractor under contract with the Company.

Future Phase shall mean any building, extension or expansion of a building, or group of buildings, which is not part of the Phase 1 Development, constructed, expanded, installed or located on the Land, which meets the Subsequent Investment Threshold (including Personal Property that is a part of such Phase), and is designated by Company as part of a Future Phase in accordance with Section 4.2. For the avoidance of doubt, a Future Phase is not required to be a standalone building and may be (but is not required to be) an add-on or expansion of a building that is a part of a prior Phase, or a building that is connected to a prior Phase.

Future Phase Abatement means the abatement of a portion of the City's incremental ad valorem real property taxes on all improvements part of a Future Phase, based on the increase in values of all improvements part of a Future Phase over their values on January 1, 2023, in the following percentages:

For Subsequent Investment(s) in an aggregate amount of:	For the abatement amount of:
\$10,000,000 - \$25,000,000	30% for 5 years
\$25,000,001 - \$50,000,000	50% for 5 years
\$50,000,001 - \$75,000,000	50% for 7 years
\$75,000,001 - \$100,000,000	60% for 7 years
\$100,000,001 - \$150,000,000	50% for 10 years
\$150,000,001 - \$200,000,000	60% for 10 years
at least \$200,000,001	100% for 5 years; 60% for 5 years

Investment shall mean costs expended by or on behalf of Company or an Affiliate for (i) Development Costs, and/or (ii) Personal Property related to this Project.

Land means (i) the real property described on **Exhibit "A"** which is attached hereto and incorporated herein by reference for all purposes, plus (ii) any additional land that is acquired by Company subsequent to the Effective Date that is or will be located within (1) the City; and (2) a reinvestment zone or other type of zone as required pursuant to the Code to be eligible for tax abatement. If Company acquires any such additional land, upon notice thereof to the City, this Agreement shall automatically apply with respect thereto, and the definition of "Land" hereunder shall include such additional property regardless of whether the legal description of such additional property is attached hereto.

Material Breach means, subject to notice and cure pursuant to Section 6.5, an uncured default by Company of its obligations pursuant to Section 4.1.

Mortgage means a mortgage, deed of trust, sale and leaseback or other form of secured financing.

Mortgagee means the holder of a Mortgage on the Land.

Personal Property means any personal property that (i) is subject to ad valorem taxation and is rendered for that purpose to the Bell County Appraisal District or another appraisal district having jurisdiction over the Land; (ii) is located on the Land (or within improvements on the Land); and (iii) was not located on the Land (or within improvements on the Land) prior to the Effective Date of this Agreement.

Phase means Phase 1 Development or any Future Phase(s) on the Land.

Phase 1 Development means a building or group of buildings to be constructed and completed on the Land, which meets the Phase 1 Development Investment Commitment and is completed on or before the Completion Deadline and is included in the Phase 1 Development Completion Report. The Phase I Development shall be located on the Phase 1 Development Site.

Phase 1 Development Abatement means the abatement of the City’s ad valorem real property taxes on all improvements part of the Phase 1 Development, based on the increase in values of all improvements part of the Phase 1 Development over their values on January 1, 2022, in the following percentages:

Years 1-5 100%;
Years 6-10 60%.

Phase 1 Development Completion Report has the meaning ascribed to that term in Section 4.4.1.

Phase 1 Development Employment Commitment has the meaning ascribed to it in Section 4.3.

Phase 1 Development Employment Report has the meaning ascribed to that term in Section 4.4.2.

Phase 1 Development Site means the specific portion of the Land where Phase 1 Development shall occur identified on the attached **Exhibit “B”**, attached hereto and by this reference incorporated herein.

Phase 1 Development Investment Commitment has the meaning ascribed to that term in Section 4.1.

Project has the meaning ascribed to that term in Recital D.

Project Improvements means improvements constructed or caused to be constructed on the Land by Company and/or an Affiliate.

Reports means the Phase 1 Development Completion Report, the Phase 1 Development Employment Report(s), the Subsequent Investment Report(s) (if any), and the Annual Certification.

State means the State of Texas.

Subsequent Investment or Subsequent Investments have the meaning ascribed to those terms in Section 4.4.3.

Term has the meaning ascribed to it in Section 3.

TPIA has the meaning ascribed to that term in Section 18.

Unified Development Code means the Unified Development Code of the City approved by the City Council of the City pursuant to Ordinance No. 2010-4412 on December 16, 2010, and as amended.

Zone has the meaning ascribed to that term in Recital C.

3. **TERM.**

This Agreement will take effect on the date of execution of this Agreement by both the City and Company (the “**Effective Date**”) and, unless terminated earlier in accordance with its terms and conditions, will expire on the Expiration Date (the “**Term**”).

4. **COMPANY OBLIGATIONS AND COMMITMENTS.**

4.1. **Investment Commitment and Use.**

As a condition to receipt of the Phase 1 Development Abatement, the Completion Date must occur on or before the Completion Deadline, and Company must expend or cause the expenditure by the Completion Deadline of an Investment of not less than Two Hundred Million Dollars (\$200,000,000) (the “**Phase 1 Development Investment Commitment**”) for Phase 1 Development. For the avoidance of doubt, The Phase 1 Development Investment Commitment must consist only of new investment that has not been counted towards, or used to meet, the investment commitment of any other tax abatement agreement between Company and the City. After the Completion Deadline, the Project Improvements must be continuously used for a lawful use related to the support and/or operation of Company’s commercial, business, retail, or industrial uses, subject to Force Majeure and temporary closures of not more than one hundred eighty (180) days or such longer period as may be necessary to construct capital improvements, remodels or repairs to the Project Improvements and/or reconstruct the Project Improvements following a casualty or condemnation event affecting the Project Improvements.

4.2 **Future Phases; Timing of Development.**

Company may develop the Land in Phases extending over a period of years; and, if so, Company shall be eligible for separate Future Phase Abatements for each Future Phase that achieves the Subsequent Investment Threshold (defined and described in Section 4.4.3). For the avoidance of doubt, the Subsequent Investment Threshold for each Future Phase must be met by Investment in Project Improvements and Personal Property within such Future Phase, and will not include replacement/refresh of Personal Property that is a part of a prior Phase previously designated by Company.

Each Phase shall have a separate Abatement Period. Abatement Periods for separate Phases may run concurrently or sequentially. Company may designate separate Phases with a description of the real property improvements and Personal Property that constitutes a Phase, without the necessity of further approval or signature of the Parties. Company shall use commercially reasonable efforts to provide the City with at least 30 days advance written notice of the Commencement of Construction of a Future Phase; provided, however, that failure to give such

notice shall not constitute a breach or default of this Agreement and shall not entitle the City to terminate the Agreement or receive repayment, and shall not preclude the Company from receipt of the full Future Phase Abatement (for each Phase, as applicable). Notice to the City designating any Future Phase(s) must be provided on or prior to ten (10) years after the Effective Date (“**Designation Deadline**”). For a Future Phase to be eligible for a separate future Phase Abatement, the Commencement of Construction for the applicable Future Phase must occur on or before the Designation Deadline, the Completion Date for such Future Phase must occur on or before the Completion Deadline, and Company must expend or cause the expenditure by the Completion Deadline of the Subsequent Investment Threshold (at a minimum) for such Future Phase. For the avoidance of doubt, the Designation Deadline is a deadline by which Company may designate Phases and the Abatement Period for Future Phases may extend beyond and occur past the Designation Deadline and the Completion Deadline. There is no cap on the amount of Investment or improvements that may constitute a Phase.

Notwithstanding any statement to the contrary herein, all terms, conditions and obligations of this Agreement shall apply to each Phase independently.

The City acknowledges that as of the Effective Date, the Company cannot predict if, when or at what rate the development of the Project will occur, which will depend upon numerous factors, including factors outside of the control of the Company, such as market orientation and demand, competition, availability of qualified laborers and weather conditions. The Company may develop the Project in such order and at such rate and times as the Company deems appropriate in its sole and absolute discretion, which the City agrees is consistent with the intent, purpose and understanding of the Parties. Nothing in this Agreement shall be construed to require the Company to proceed with developing the Project or any Phase or portion thereof; however, development of the Project (or Phase or portion thereof) in accordance with the terms of this Agreement is a condition precedent to receipt of the Abatement (for each Phase, as applicable).

4.3 Phase 1 Development Employment Commitment.

Company will provide or cause to be provided (including through a contractor) at least one hundred (100) Full-Time Jobs on the Phase 1 Development Site by the Completion Deadline, and Company will maintain at least one hundred (100) Full-Time Jobs on the Phase 1 Development Site until the expiration of the Term (the “**Employment Commitment**”), with the minimum average wage of such one hundred (100) Full-Time Jobs of at least \$40,000 on an annualized basis. In determining the average wage of such one hundred (100) Full-Time Jobs, Company may include the amount reported in Box 5 of an employee’s W-2 Wage and Tax Statement (as may be adjusted to annualize such compensation in the case of partial years of employment), which represents gross taxable compensation. Jobs as of December 31 of the year they were created may be included for reporting purposes if they otherwise meet the requirements of being a Full-Time Job. Nothing in this Agreement shall be construed to require the Company to achieve the

Employment Commitment; however, the Employment Commitment is a condition precedent to receipt of the Phase 1 Development Abatement.

4.4. Reports and Filings by Company.

4.4.1. Phase 1 Development Completion Report.

Provided that the Completion Date occurred on or before the Completion Deadline, on or before March 1 of the first full calendar year following the calendar year in which the Completion Date occurs, Company must provide a written report to the City, substantially in the form attached hereto as **Exhibit “C”**, that confirms Company achieved the Phase 1 Development Investment Commitment (the **“Phase 1 Development Completion Report”**).

4.4.2. Phase 1 Development Employment Report.

On or before March 1 of the first full calendar year following the year in which the Completion Date occurs and on or before March 1 thereafter for each year during the Term, Company shall certify to the City the total number of individuals who held Full-Time Jobs on the Phase 1 Development Site as of December 31 of the previous year.

4.4.3 Subsequent Investment Report.

At any time after Company submits the Phase 1 Development Completion Report (provided that Commencement of Construction of a Future Phase occurred on or prior to the Designation Deadline and the Completion Date for such Future Phase occurred on or before the Completion Deadline), Company may file one or more **“Subsequent Investment Report(s)”** with the City, substantially in the form attached hereto as **Exhibit “D”**, to confirm that Company has made or caused to be made additional Investment on the Land (including within the Project Improvements) in an aggregate amount of at least Ten Million Dollars (\$10,000,000) (**“Subsequent Investment Threshold”**), which must be comprised of additional Investment (i) in Project Improvements and Personal Property within such Future Phase (and will not include replacement/refresh of Personal Property that is part of Phase 1 Development or a prior Phase for which a prior Subsequent Investment Report was submitted); and (ii) that was not outlined in the Phase 1 Development Completion Report or a prior Subsequent Investment Report (**“Subsequent Investment”**).

Notwithstanding any statement to the contrary herein, as stated in Section 4.2, Company may (but shall not be required to) designate one or more Phases up until the Designation Deadline.

4.4.4 Annual Certification.

Pursuant to the Code, Company is required to certify annually to taxing units that it is in compliance with the terms of the Agreement. Company will complete and certify annually to the City, during each year in which Company receives Abatement hereunder, a certificate of compliance substantially in the form attached hereto as **Exhibit “E”**, to be due not later than April 30 of each year of an Abatement Period, as applicable.

4.4.5 Failure to Submit Reports.

If Company fails to submit any report or certification required by and in accordance with Section 4.4, the City shall provide written notice to Company. If Company fails to provide any such report within thirty (30) calendar days following receipt of such written notice, the City shall have the right to terminate this Agreement. The City will not be required to provide any additional notices under Section 6.5 before terminating this Agreement in accordance with the provisions of this Section.

4.5. Audits.

Provided at least fifteen (15) Business Days’ notice is given, the City will have the right to audit the business records of Company that relate solely to the information necessary to evaluate compliance with this Agreement. If any such documentation or records are contained in business records of Company that also contain unrelated matters, Company may redact any unrelated matters that are non-essential to the audit of any applicable information. If any such documentation or records are contained in business records of Company that also contain unrelated matters, Company may redact any unrelated matters that are non-essential to the audit of any applicable information. All such business records provided by the Company to the City shall be treated as “confidential business information” as set forth in Section 18, and to the extent that such business records also qualify as trade secrets, such business records shall be so treated as trade secrets under the TPIA.

4.6. Inspections of Land and Project Improvements.

Provided at least ten (10) calendar days’ notice is given, the City will have the right to inspect and evaluate the Land and the Project Improvements with an Company’s representative present solely in order for the City to monitor or verify compliance with the terms and conditions of this Agreement.

For the avoidance of doubt, this Section 4.6 is not intended to and does not prohibit the City from performing other inspections or evaluations as may be required or allowed by Applicable City Rules or any other laws, rules, or regulations.

4.7 Use of Land.

The Land must be used at all times during the Term of this Agreement for purposes connected with the business operations of Company (or its assignee(s)) and its Affiliates, as described in the Recitals, and further described in Section 4.1, and otherwise in a manner that is consistent with the general purposes of encouraging development or redevelopment of the Zone.

5. TAX ABATEMENT.

5.1. Phase 1 Development.

Subject to the terms and conditions of this Agreement, provided that Company (i) achieves the Phase 1 Development Investment Commitment by the Completion Deadline, the City hereby grants and Company will be entitled to receive the Phase 1 Development Abatement for Phase 1 Development during each year of the Abatement Period, beginning with the First Year of Abatement.

5.2. Future Phases.

Subject to the terms and conditions of this Agreement, for each Future Phase that the Commencement of Construction occurs on or prior to the Designation Deadline, and meets the Subsequent Investment Threshold by the Completion Deadline, the City hereby grants, and Company will be entitled to receive, the Future Phase Abatement for each such Future Phase during each year of the Abatement Period for such Future Phase(s), respectively, beginning with the First Year of Abatement for each Future Phase, as applicable. There is no limit on the number of Future Phases (and corresponding Future Phase Abatements) for the same, so long as each such Future Phase meets the Subsequent Investment Threshold and otherwise complies with the terms of this Agreement, including that the Commencement of Construction for such Phase(s) occurs on or prior to the Designation Deadline and the Completion Date for such Future Phase(s) occurs on or before the Completion Deadline.

5.3 Commencement of Abatement Period.

City and Company agree and acknowledge that the commencement of the Abatement Period is deferred to a date that is subsequent to the Effective Date of this Agreement, as authorized by Section 312.007 of the Code.

6. DEFAULT, TERMINATION AND FAILURE BY COMPANY TO MEET VARIOUS DEADLINES AND COMMITMENTS.

6.1 Failure to Meet Investment Commitment.

If the Commencement of Construction for the Phase 1 Development does not occur before the Commencement of Construction Deadline (subject to Force Majeure), if the Completion Date for Phase 1 Development does not occur on or before the Completion Deadline (subject to Force Majeure), or if the Phase 1 Development Investment Commitment is not met by the Completion Deadline (subject to Force Majeure), the City shall have the right to terminate this Agreement by providing one hundred eighty (180) days advance written notice to Company without further obligation to Company hereunder; provided, however that if the Commencement of Construction occurs, the Completion Date of the Phase 1 occurs, or the Development Investment Commitment is satisfied (as applicable) prior to the expiration of such one hundred eighty (180) day period, then this Agreement shall not terminate and the City's notice of termination shall be deemed to have been rescinded.

6.2 Failure to Pay City Taxes.

A default shall occur under this Agreement if any ad valorem taxes owed on the Land, the Project Improvements, or on Personal Property owned by Company and/or an Affiliate, become delinquent and Company does not pay such taxes, cause such taxes to be paid or properly follow the legal procedures for protest and/or contest of any such taxes within the cure period specified herein. If any ad valorem taxes owed on the Land, Project Improvements, or on the Personal Property owned by Company and/or an Affiliate become delinquent, prior to the City terminating this Agreement (i.e., the City may not terminate the Agreement until it provides such notice and cure period), City shall notify Company in writing and Company shall have thirty (30) calendar days from receipt of such notice to cure such default. If the default has not been cured by such time, the City shall have the right to terminate this Agreement immediately by providing written notice to Company and shall have all other rights and remedies that may be available to it under the law or in equity necessary to collect such delinquent taxes.

6.3 Foreclosure.

Subject to any rights of a Mortgagee pursuant to Section 16, upon the occurrence of any of the following events, the City will have the right to terminate this Agreement, immediately upon provision of written notice to Company: (i) the completion of an action to foreclose or otherwise enforce a lien, Mortgage or deed of trust on the Land or improvements located on the Land; (ii) the involuntary conveyance to a third party of the Land or improvements located on the Land; or (iii) the appointment of a trustee or receiver for the Land or improvements located on the Land.

6.4 Knowing Employment of Undocumented Workers.

Company acknowledges that the City is required to comply with Chapter 2264 of the Texas Government Code, enacted by House Bill 1196 (80th Texas Legislature), which relates to restrictions on the use of certain public subsidies. Company hereby certifies that Company, and any branches, divisions, or departments of Company, does not and will not knowingly employ an undocumented worker, as that term is defined by Section 2264.001(4) of the Texas Government Code. In the event that Company, or any branch, division, or department of Company, is convicted of a violation under 8 U.S.C. Section 1324a(f) (relating to federal criminal penalties and injunctions for a pattern or practice of employing unauthorized aliens), subject to any appellate rights that may lawfully be available to and exercised by Company, Company shall repay, within one hundred twenty (120) calendar days following receipt of written demand from the City, the aggregate amount of the value of the Abatement received by Company hereunder, if any, plus Simple Interest at a rate of four percent (4%) per annum.

For the purposes of this Section 6.4, “**Simple Interest**” is defined as a rate of interest applied only to an original value, in this case the aggregate value of Abatement received by Company pursuant to this Agreement. This rate of interest can be applied each year, but will only apply to the amount of the Abatement received hereunder and is not applied to interest calculated. For example, if the value of the Abatement received by Company hereunder is \$10,000 and it is required to be paid back with four percent (4%) interest five years later, the total amount would be $\$10,000 + [5 \times (\$10,000 \times 0.04)]$, which is \$12,000. This Section 6.4 does not apply to violations of any subsidiary or other Affiliate of Company, any franchisees of Company, or any person or entity with whom Company contracts.

6.5 General Default.

Unless and to the extent stated elsewhere in this Agreement, a Party will be in default under this Agreement if that Party breaches any material term or condition of this Agreement and such breach remains uncured after thirty (30) calendar days following receipt of written notice from the other Party referencing this Agreement and identifying the default and curative action required to cure the same (or, if the Party in breach has diligently and continuously attempted to cure following receipt of such written notice but reasonably requires more than thirty (30) calendar days to cure, then such additional amount of time as is reasonably necessary to effect cure), the non-defaulting Party, will have the right to terminate this Agreement immediately by providing written notice to the other Party as well as all other available rights and remedies under the law, except as limited pursuant to the terms of this Agreement; provided, however, that with the exception of the provisions of Section 6.6, the City’s remedies against the Company shall be limited to terminating any future abatements and no recapture of previously abated amounts shall be permitted hereunder.

6.6 City's Remedy in the Event of Default.

In the event of an uncured Material Breach, Company will be required to repay the City any taxes that were abated in accordance with this Agreement from and after the date of the breach and that would otherwise have been paid to the City in the absence of this Agreement. The City and Company agree that this amount is a reasonable approximation of actual damages that the City will incur as a result of an uncured Material Breach. This amount shall be due, owing and paid to the City within sixty (60) days following the effective date of termination of this Agreement by the City (if any). In the event that all or any portion of this amount is not paid to the City within sixty (60) days following the effective date of termination of this Agreement, Company shall also be liable for all penalties and interest on any outstanding amount at the statutory rate for delinquent taxes, as determined by the Code at the time of the payment of such penalties and interest.

6.7 Mutual Waiver of Consequential Damages.

Each Party hereby waives all claims against the other Party for any consequential or indirect damages that may arise out of or relate to this Agreement.

7. INDEPENDENT CONTRACTOR.

It is expressly understood and agreed that Company shall operate as an independent contractor in each and every respect hereunder and not as an agent, representative or employee of the City. Company shall have the exclusive right to control all details and day-to-day operations relative to the Land and any improvements thereon and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, subcontractors, licensees and invitees. Company acknowledges that the doctrine of *respondeat superior* will not apply as between the City and Company, its officers, agents, servants, employees, contractors, subcontractors, licensees, and invitees. The Parties agree that nothing in this Agreement will be construed as the creation of a partnership or joint enterprise between the City and Company.

8. INDEMNIFICATION AND RELEASE.

COMPANY AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS SERVANTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY ARISE OUT OF OR BE OCCASIONED BY (i) COMPANY'S DEFAULT WITH RESPECT TO ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT OR (ii) ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, RELATED TO THE LAND, IMPROVEMENTS ON THE LAND, INCLUDING THE PROJECT IMPROVEMENTS, AND ANY OPERATIONS AND ACTIVITIES THEREON, OR

OTHERWISE TO THE PERFORMANCE OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, THE COMPANY SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST CLAIMS CAUSED BY THE CITY'S SOLE NEGLIGENCE OR WILLFUL MISCONDUCT, AND IF THE CITY INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT FAULT OR NEGLIGENCE OF COMPANY AND THE CITY, THE COMPANY'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO THE COMPANY'S OWN PERCENTAGE OF RESPONSIBILITY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

THE CITY HEREBY RELEASES AND AGREES TO HOLD HARMLESS COMPANY, ITS OFFICERS, AGENTS, AFFILIATES AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO THOSE FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY RELATE TO, ARISE OUT OF OR BE OCCASIONED BY (i) THE CITY'S DEFAULT WITH RESPECT TO ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT OR (ii) ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF THE CITY, ITS OFFICERS, SERVANTS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, RELATED TO THE LAND, IMPROVEMENTS ON THE LAND, INCLUDING THE PROJECT IMPROVEMENTS, AND ANY OPERATIONS AND ACTIVITIES THEREON, OR OTHERWISE TO THE PERFORMANCE OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, THE CITY SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE COMPANY AGAINST CLAIMS CAUSED BY THE COMPANY'S SOLE NEGLIGENCE OR WILLFUL MISCONDUCT, AND IF THE COMPANY INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT FAULT OR NEGLIGENCE OF COMPANY AND THE CITY, THE CITY'S OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO THE CITY'S OWN PERCENTAGE OF RESPONSIBILITY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

9. NOTICES.

Whenever any notice is required or permitted under this Agreement, it shall be in writing and shall be delivered (i) personally, with acknowledgment of receipt being obtained by the delivering Party; (iii) by U.S. Certified Mail, return receipt requested; or (iv) by overnight delivery service by a reliable company, such as Federal Express or the United States Parcel Service. Until further notification by written notice in the manner required by this Section 9, notices to the Parties shall be delivered as follows:

City:

City of Temple

Attn: City Manager
2 N. Main Street, Suite 306
Temple, Texas 76501
Email: citymanagerweb@templetx.gov

With a copy to:

Legal Department
Attn: City Attorney
2 N. Main Street, Suite 308
Temple, Texas 76501
Email: legal@templetx.gov

Company:

H-E-B, LP
Attn: Vice President of Real Estate
646 South Flores Street
San Antonio, Texas 78204
price.donna@heb.com
baker.brett@heb.com

With a copy to:

Golden Steves & Gordon
Attn: Ami Gordon
200 East Basse Road, Suite 200
San Antonio, Texas 78209

If notice is given by U.S. Certified Mail, then the notice shall be deemed to have been given on the third (3rd) Business Day after the date the envelope containing the notice is deposited in the U.S. Mail, properly addressed to the Party to whom it is directed, postage prepaid. Notice made by personal delivery or overnight delivery shall be deemed given when received.

10. ASSIGNMENT AND SUCCESSORS.

10.1 Affiliates.

Company may assign its rights and obligations under this Agreement, in whole or in part, without the consent of the City, but upon written notice to the City to an Affiliate or in connection with any merger, reorganization or consolidation of the Company. Upon such assignment the assigning entity shall be relieved of its covenants, commitments and obligations hereunder to the extent of the rights and obligations so assigned.

10.2 Collateral Assignment.

Company may assign its rights and obligations under this Agreement to a financial institution or other lender for purposes of granting a Mortgage in the Land and/or improvements thereon without the consent of the City, but upon written notice to the City.

10.3 Other Assignment.

Except as otherwise provided herein, Company may not assign, transfer or otherwise convey any of its rights or obligations under this Agreement to any other person or entity without the consent of the City Council, which consent shall not be unreasonably withheld, conditioned or delayed; provided that the proposed assignee

first executes a written agreement with the City under which the proposed assignee agrees to assume and be bound by all covenants and obligations of Company under this Agreement, to the extent of the rights and obligations assigned (and upon such assignment the assigning entity shall be relieved of its covenants, commitments and obligations hereunder to the extent of the rights and obligations so assigned). Any permitted assignee or successor in interest of Company under this Agreement shall be deemed "Company" for all purposes under this Agreement.

11. ESTOPPEL CERTIFICATE.

Upon written request by Company to the City, the City will provide Company within fifteen (15) days with a certificate stating, as of the date of the certificate, (i) whether this Agreement is in full force and effect and, if Company is in default of this Agreement, the nature of the default and the curative action required to cure the same; (ii) a statement as to whether this Agreement has been amended and, if so, the identity of each amendment; and (iii) any other factual matters reasonably requested that relate to this Agreement. The City Manager or its authorized designee may execute, on behalf of the City, any estoppel certificate requested by the Company that is consistent with this Section 11. The City acknowledges that an estoppel certificate may be relied upon by transferees or successors in interest to the Company and by Mortgagees holding an interest in the Land.

12. COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS.

This Agreement will be subject to all applicable federal, state and local laws, ordinances, rules and regulations.

13. LIMITED WAIVER OF IMMUNITY.

The Parties are entering into this Agreement in reliance upon its enforceability. Consequently, the City unconditionally and irrevocably waives all claims of sovereign and governmental immunity which it may have (including, but not limited to, immunity from suit and immunity to liability), if any, to the extent, but only to the extent, that a waiver is necessary to enforce specific performance of this Agreement (including all of the remedies provided under this Agreement) and to give full effect to the intent of the Parties under this Agreement. Notwithstanding the foregoing, the waiver contained herein shall not waive any immunities that the City may have with respect to claims of injury to persons or property, which claims shall be subject to all of their respective immunities and to the provisions of the Texas Tort Claims Act. Further, the waiver of immunity herein is not enforceable by any party not a Party to this Agreement.

14. NO WAIVER.

The failure of either Party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.

15. VENUE AND JURISDICTION; ATTORNEYS' FEES.

If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in and be brought exclusively in the courts of Bell County, Texas. This Agreement shall be construed in accordance with the laws of the State of Texas. In the event any action is brought by either Party hereto against the other Party, relating to or arising out of this Agreement, the transaction described herein or the enforcement hereof, the prevailing Party shall be entitled to recover from the other Party the reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including, without limitation, the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The provisions of this Section 15 shall survive the termination of this Agreement and the entry of any judgment, but shall not merge, or be deemed to have merged, into any judgment.

16. MORTGAGES.

16.1 Mortgages.

This Agreement shall not prevent or limit the Company from encumbering the Land or any estate or interest therein, portion thereof, or any improvement thereon, in any manner whatsoever by one or more Mortgages with respect to the construction, development, use or operation of the Project or any portion thereof. The City acknowledges that the Company may request modifications of this Agreement required by a lender. The City will not unreasonably withhold its consent to any such requested modification that is consistent with the intent and purposes of this Agreement and does not alter, diminish or reduce any of the Company's financial obligations of the City.

16.2 Mortgagee Not Obligated.

A Mortgagee shall not have any obligation or duty to perform pursuant to the terms set forth in this Agreement unless it or any of its insiders or affiliates acquire all or any part of the Land or Project as a result of exercise of its foreclosure or other remedies.

16.3 Mortgagee Notice and Cure Rights.

If requested in writing by a Mortgagee, the City shall deliver to such Mortgagee any notice of default delivered to the Company hereunder. Notwithstanding any statement to the contrary herein, a Mortgagee shall have the right, but not the obligation, to cure any monetary default thirty (30) days after such Mortgagee receives such notice, during which period the City shall not exercise any remedies hereunder.

17. SEVERABILITY; CONFLICTING LAW.

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. If any law is enacted after the Effective Date that prohibits either Party from materially performing its duties and obligations under this Agreement or that affects the ability of Company to receive the Abatement (or any portion thereof) hereunder, the Parties agree to meet and confer in good faith for a period of no less than thirty (30) and no more than ninety (90) days to seek to effectuate an amendment to this Agreement that preserves, to the extent reasonably possible, the original intentions of the Parties under this Agreement, with the understanding that this Agreement cannot be amended without the approval of the City Council.

18. CONFIDENTIAL INFORMATION.

City and Company acknowledge and agree that this Agreement and any information provided by Company to the City may be subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code (the "TPIA"). If the City receives a request for information about Company or this Project that may be considered a trade secret or confidential business information, the City shall follow the standards set out in the TPIA and under the Texas Attorney General's procedures for such requests. Company shall be responsible for defending the confidentiality of such information at its sole cost and expense.

19. MUTUAL ASSISTANCE; DISPUTE RESOLUTION.

The Parties will do all things reasonably necessary or appropriate to carry out the objectives, terms and provisions of this Agreement and to aid and assist each other in carrying out such objectives, terms and provisions, including without limitation, the City facilitating approval of City permits, documents, and other instruments as may be reasonably necessary in carrying out such objectives. In case of any disputes arising under this Agreement, the City and Company agree to attempt to resolve such disputes through good faith negotiations between authorized representatives of both Parties. If a dispute cannot be resolved through good faith negotiations, either Party may pursue any available legal remedies in any court of competent jurisdiction that satisfies the requirements of Section 15, or, if both Parties mutually agree, the dispute may be submitted to binding arbitration in accordance with procedures to which both Parties agree.

20. CITY PROCEDURES AND ACTIONS.

The City Council, after conducting a duly-noticed public meeting, adopted Resolution No. _____ on March 16, 2023, effective immediately upon adoption, which resolution (i) confirmed the City Council's approval of this Agreement and the City Council's finding that the provisions of this Agreement are consistent with the Comprehensive Plan and the Applicable City Rules and (ii) authorized the execution of this Agreement. The City represents and warrants to the Company that (a) the City has the full power and authority to enter into this Agreement and to perform its obligations

hereunder, (b) this Agreement is a valid and binding obligation, enforceable against the City in accordance with the terms hereof and (c) the execution and delivery of this Agreement has been validly authorized by all necessary governmental or other action and does not conflict with any other agreements entered into by the City.

21. NO THIRD-PARTY RIGHTS.

The provisions and conditions of this Agreement are solely for the benefit of the Parties, including any successor or permitted assign of Company, and are not intended to create any rights, contractual or otherwise, to any other person or entity.

22. FORCE MAJEURE.

It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of Force Majeure, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or performance deadline shall be extended for a period of time equal to the period such Party was delayed; provided, however, in all cases, only to the extent that the Party claiming Force Majeure (1) did not cause such Force Majeure condition, and (2) throughout the pendency of such Force Majeure condition, utilizes commercially reasonable efforts to minimize the impact and delays caused by such Force Majeure condition.

23. INTERPRETATION.

In the event of any dispute over the meaning or application of any provision of this Agreement, this Agreement shall be interpreted fairly and reasonably, and neither more strongly for or against any Party, regardless of the actual drafter of this Agreement.

24. CAPTIONS.

Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

25. ENTIRETY OF AGREEMENT.

This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the Parties as to the matters contained herein. Any prior or contemporaneous oral or written agreement regarding tax abatement, is hereby declared null and void to the extent in conflict with any provision of this Agreement, and superseded by this Agreement. Notwithstanding anything to the contrary herein, this Agreement shall not be amended unless executed in writing by both Parties and approved by the City Council.

26. WAIVER OF JURY TRIAL.

EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION

OR CAUSE OF ACTION (I) ARISING UNDER THIS AGREEMENT OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO. EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT EITHER PARTY MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS EVIDENCE OF SUCH WAIVER.

27. 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. A scanned or photocopy signature on this Agreement, any amendment hereto or any notice delivered hereunder shall have the same legal effect as an original signature.

28. CONFLICTS OF INTEREST.

Neither the Land nor any improvements thereon are owned or leased by any member of the City Council or any member of the City Planning and Zoning Commission.

29. COMPLIANCE WITH TEXAS GOVERNMENT CODE.

For purposes of sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Company verifies that the Company and any parent company, wholly owned subsidiary, majority-owned subsidiary, and Affiliate (i) do not boycott energy companies and are authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code; (ii) do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and are authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code; (iii) do not boycott Israel and are authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code; and (iv) unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, are not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under section 2252.153 or section 2270.0201 of the Texas Government Code.

[SIGNATURES ON NEXT PAGE]

EXECUTED as of the last date indicated below:

CITY:

City of Temple,
a municipal corporation of the State of Texas

By: _____
Name: Brynn Myers
Title: City Manager

Date: _____

APPROVED AS TO FORM AND LEGALITY:

By: _____
Name: Kathryn H. Davis
Title: City Attorney

H-E-B, LP,
a Texas limited partnership

By: _____
Name: Benjamin R. Scott
Title: Vice President of Real Estate

Date: _____

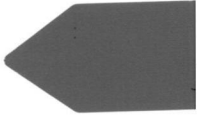
Temple Independent School District

The governing body of Temple Independent School District approves this Tax Abatement Agreement.

Temple Independent School District

Attest

School Board President



EXHIBITS

“A” – Description of the Land

“B” –Phase 1 Development Site

“C” – Form of Phase 1 Development Completion Report

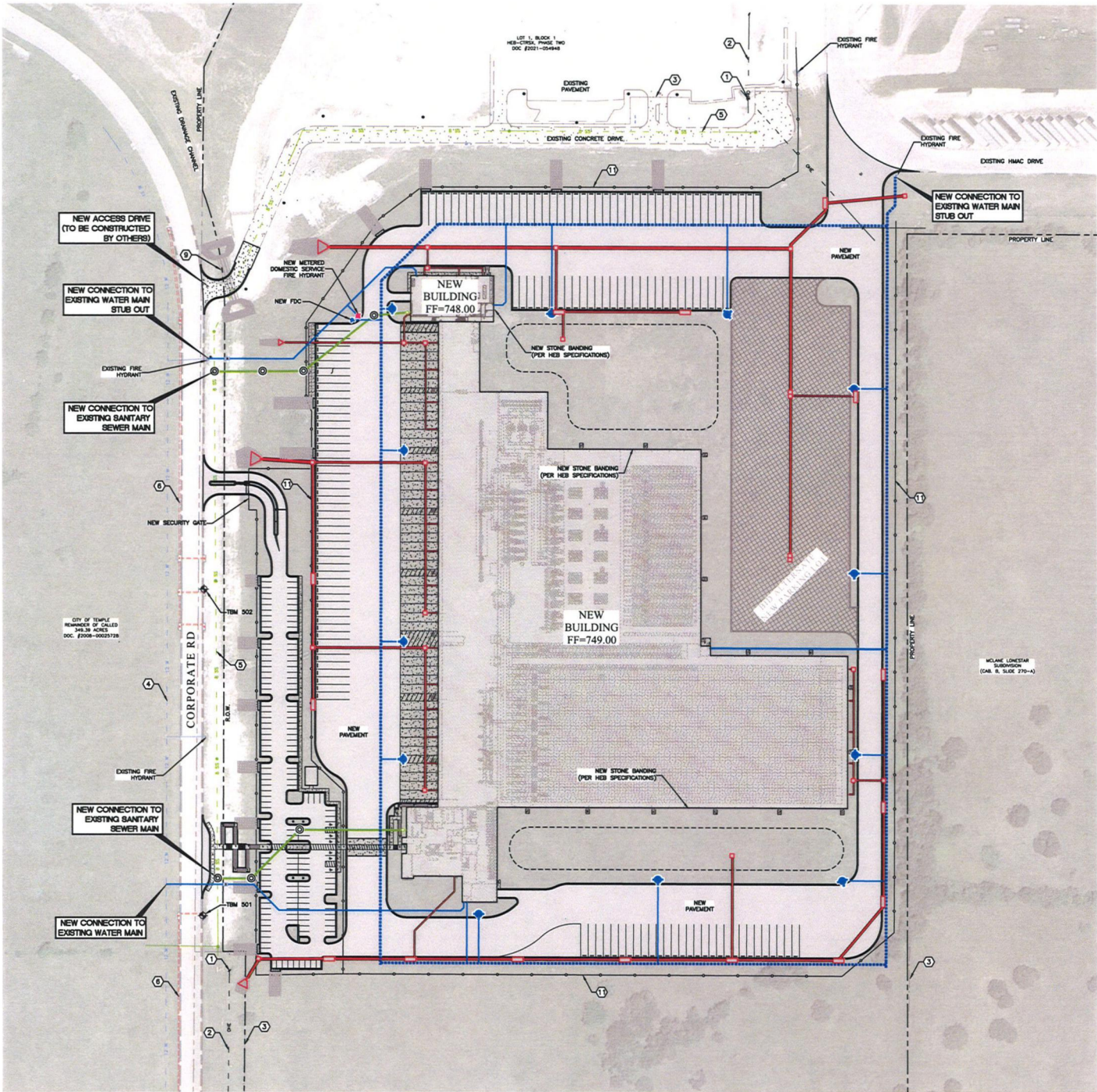
“D” – Form of Subsequent Investment Report

“E” – Form of Certificate of Compliance

EXHIBIT "A"

Legal Description of the Land

Lot 1, Block 1, HEB-CTRSC, Phase Two, an addition to the City of Temple, Bell County, Texas, according to the map or plat of record in Document No. 2021-54948, Official Public Records of Real Property, Bell County, Texas.



- LEGEND**
- NEW PAVEMENT SECTION (PER GEOTECH REPORT)
 - NEW READY-CUT REINFORCED CONCRETE PAVEMENT SECTION (PER GEOTECH REPORT)
 - BID ALTERNATE: NEW PARKING LOT
 - NEW CONCRETE SIDEWALK (PER PROJECT DETAILS)
 - NEW CONCRETE CURB AND GUTTER (PER PROJECT DETAILS)
 - NEW WATER SERVICE/FIRE SERVICE
 - NEW 12" WATER MAIN
 - NEW FIRE HYDRANT
 - NEW SANITARY SEWER SERVICE
 - NEW SANITARY SEWER MANHOLE
 - NEW SANITARY SEWER CLEWOUT
 - NEW STORM SEWER
 - NEW STORM INLET
 - NEW HEADWALL

- KEYED NOTES**
1. CAUTION: EXISTING POWER POLE/LIGHT POLE
 2. CAUTION: OVERHEAD ELECTRIC
 3. EXISTING FENCING
 4. EXISTING WATER METER
 5. EXISTING SANITARY SEWER
 6. EXISTING STORM SEWER
 7. NEW SANITARY SEWER SERVICE (REFER TO UTILITY SHEET FOR CONSTRUCTION)
 8. NEW WATER SERVICE/FIRE SERVICE (REFER TO UTILITY SHEET FOR CONSTRUCTION)
 9. NEW STORM SEWER (REFER TO UTILITY SHEET FOR CONSTRUCTION)
 10. FURNISH AND INSTALL 1-HANDS-ON SCISSOR RAMP (PER TAG STANDARDS)
 11. NEW FENCE (COORDINATE STYLE AND PLACEMENT WITH PROJECT ARCHITECT)

BENCHMARK INFORMATION

NO.	NORTHING	EASTING	ELEV.
001	10383800.21'	3223436.06'	725.46
002	10384307.36'	3223563.07'	726.41

RYAN
 RYAN A+E, INC.
 533 South Third Street
 Suite 100
 Minneapolis, MN 55415
 612-482-4800 tel
 612-482-3006 fax
 WWW.RYANCOMPANIES.COM

CLARK ASSOCIATES



PROJECT INFORMATION
 HEB
 NEW COLD FOOD
 STORAGE
 FACILITY

TEMPLE, TEXAS

THESE DRAWINGS WERE PREPARED UNDER THE AUTHORITY OF MORTY L. CLARK, P.E., LICENSE NO. 90894. ANY CHANGES MUST BE APPROVED BY MORTY L. CLARK, P.E. OR HIS DESIGNATED REPRESENTATIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED TO THE ENGINEER.

DRAWN BY: ACP
 CHECKED BY: MLC
 JOB NO.:
 DATE: 9/11/2022

ISSUE RECORD

ISSUE #	DATE	DESCRIPTION

100% DESIGN DEVELOP FOR REVIEW (CIVIL PACKAGE)

CIVIL SITE PLAN

EXHIBIT B

C3.1

EXHIBIT "C"

Form of Phase 1 Development Completion Report

**CITY OF TEMPLE – TAX ABATEMENT AGREEMENT
PHASE 1 DEVELOPMENT COMPLETION REPORT**

Date:
Company:
Effective Date of Agreement:

Calendar Year	Reported Investment in Development Costs for Phase 1	Reported Investment in Personal Property for Phase 1	Total Reported Investment for Phase 1
Total	\$	\$	\$

EXHIBIT "D"

Form of Subsequent Investment Report

**CITY OF TEMPLE – TAX ABATEMENT AGREEMENT
SUBSEQUENT INVESTMENT REPORT**

Date:
Company:
Effective Date of Agreement:

Calendar Year	Reported Investment in Development Costs for Applicable Phase	Reported Investment in Personal Property for Applicable Phase	Total Reported Annual Investment for Applicable Phase
Total	\$	\$	\$

EXHIBIT "E"

Form of Certificate of Compliance

To be filed annually with the City on or before April 30th of each year of an Abatement Period.

CERTIFICATE OF COMPLIANCE

**WITH TAX ABATEMENT AGREEMENT
BETWEEN THE CITY OF TEMPLE AND HEB GROCERY COMPANY, LP
("Agreement")**

Capitalized terms herein have the same meaning as in the Agreement.

_____, a _____ (the
"Company") hereby certifies that:

Initials _____

- 1) the Project Improvements related to the outstanding abatements have been completed and all such improvements have been constructed or installed pursuant to said Agreement,
- 2) all ad valorem taxes not abated by the Agreement have been timely paid by Company,
- 3) If applicable, Company is in compliance with the Employment Commitment for such year; and
- 4) all other terms and conditions of this Agreement have been complied with.

OR

The Company hereby certifies that:

Initials _____

The Company is not in compliance with the Agreement because Company does not meet the following requirements for the current year (list all that apply):

Executed on the _____ day of _____, _____

Printed Name: _____

Title: _____

Signature: _____