



Post Office Box 9010 Addison, Texas
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AGENDA

SPECIAL MEETING AND WORK SESSION OF THE CITY COUNCIL

6:00 PM

JUNE 18, 2012

ADDISON TOWN HALL, 5300 BELT LINE, DALLAS, TX 75254

Item #S1 Discussion regarding City Council rules and procedures
- and code of ethics.

Attachment(s):

1. Councilmember Rules and Procedures
2. Amended Code of Ethics

Item #S2 Discussion regarding Council calendars and associated
- technology.

Item #S3 Discussion regarding the Town of Addison Strategic Plan
- and background and process for the FY 2013 Budget.

Item #S4 Discussion regarding an Economic Development Incentive
- Agreement between the Town and VOP, LP, and GF III
VOP, LP regarding the Village on the Parkway located

generally at the southeast corner of the intersection of Belt Line Road and Dallas Parkway.

Attachment(s):

1. VOP Contract

Item #S5 Discussion and consideration of approval of a resolution affirming the appointment of a member of the DART Board of Directors.

Attachment(s):

1. DART Letter
2. Richardson Resolution

Item #S6 Consideration, discussion and approval of a resolution supporting the appointment of Bruce Arfsten as the alternate representative to the Regional Transportation Council of the North Central Texas Council of Governments.

Adjourn Meeting

Posted:
Chris Terry, 6/15/2012, 5:00 pm

THE TOWN OF ADDISON IS ACCESSIBLE TO PERSONS WITH DISABILITIES. PLEASE CALL (972) 450-2819 AT LEAST 48 HOURS IN ADVANCE IF YOU NEED ASSISTANCE.

Council Agenda Item: #WS1

AGENDA CAPTION:

Discussion regarding City Council rules and procedures and code of ethics.

FINANCIAL IMPACT:

There is no financial impact associated with this item.

BACKGROUND:

Item will be presented and discussed at the Council meeting.

RECOMMENDATION:

n/a

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

- [Councilmember Rules and Procedures](#)
- [Amended Code of Ethics](#)

Type:

- Backup Material
- Backup Material

RESOLUTION NO. R96-086

A RESOLUTION BY THE CITY COUNCIL OF THE TOWN OF ADDISON,
TEXAS, ADOPTING THE CITY COUNCIL MEETING PROCEDURES.

WHEREAS, the Town of Addison City Council desires to have written City
Council Procedures; and

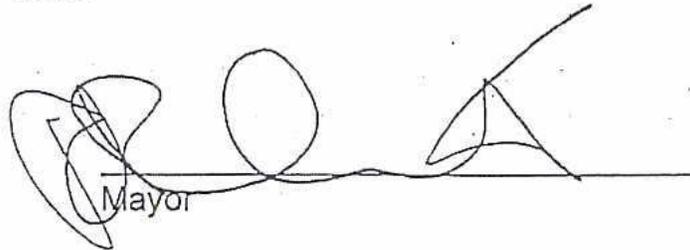
WHEREAS, these City Council Procedures should serve as guidelines for
Councilmembers; and

WHEREAS, the City Council Procedures are in keeping with the standards and
traditions of the Town of Addison City Council; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON,
TEXAS:

THAT, the City Council does hereby adopt the attached City Council Meeting
Procedures.

DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON,
TEXAS, this the 24th day of September, 1996.


Mayor

ATTEST:



City Secretary
OFFICE OF THE CITY SECRETARY

RESOLUTION NO. R96-086

CITY COUNCIL PROCEDURES

SECTION 1. MEETINGS

Three types of meetings are recognized:

- A. Regular Meetings will be held on the second and fourth Tuesday of each month. Meetings will be held at Town Hall in the Council Chambers commencing at 7:30 p.m., unless otherwise posted.
- B. Special Meetings are subject to call by the Mayor, City Manager, or three members of the City Council with written notice to the City Secretary. Except in unusual circumstances these meetings will be held at Town Hall, at a stated time.
- C. Workshop Meetings are subject to call by the Mayor, City Manager, or three members of the City Council with written notice to the City Secretary. The time, place, and purpose will be stated in each instance. Ordinarily, no official Council action will be taken at a workshop meeting.

SECTION 2. AGENDAS

The following procedures relate to the Agenda for meetings of the Council.

- A. The Mayor, working with the City Manager, will determine what items of business should come before the Council. An item not appearing on the agenda shall not be taken up for discussion during a Meeting without the consent of a majority of the Councilmembers present.
- B. Any Councilmember may ask the Mayor to place an item on the agenda for discussion.
- C. An item may be placed on the Agenda at the request of two or more Councilmembers. The Councilmembers requesting the agenda item will be responsible for the presentation of the item at the meeting. Any staff assistance should be requested through the City Manager's office. Agenda items must reach the City Secretary's office at Town Hall by 1:00 p.m., Tuesday, of the week preceding Regular Council Meetings.
- D. Any member of the city staff wishing to have an item placed on the agenda shall submit that item to the City Manager's office for approval. The City Manager may establish procedures for submission of routine items without his approval.

E. The agenda packets for all Regular Meetings will be delivered by staff on the Friday afternoon preceding the meetings.

F. The City Secretary's office is responsible for seeing that notices for all meetings of the Council comply with the Open Meetings Law.

SECTION 3. COUNCIL MEETING PROCEDURES

The Council will use the procedures set forth in Robert's Rules of Order as a general guide for parliamentary procedure.

A. The Mayor shall be the presiding officer at all meetings. The Mayor Pro-Tem, or Deputy mayor Pro-Tem shall preside in his/her absence.

B. The Mayor shall have a voice in all matters before the Council and shall vote on all matters.

C. When an item is presented to the Council, the Mayor (or presiding officer) shall recognize the appropriate individual to present the item. When two or more members are presenting an item, the Mayor shall choose which member is to speak first.

D. The Mayor shall preserve order and shall require Councilmembers engaged in debate to limit discussion to the question under consideration.

E. The Mayor will encourage all Councilmembers to participate in discussion by giving each member an equal opportunity to speak on an item.

F. Should a conflict arise between Councilmembers, the Mayor shall serve as the mediator.

G. The Mayor is the spokesperson for the Council on all matters. If absent, the Mayor Pro-Tem or Deputy Mayor Pro-Tem shall serve as spokesperson.

H. Councilmembers shall confine their remarks to the item under consideration and shall avoid references to personality, integrity, or motives of any other Councilmembers or staffmembers.

I. Any Councilmember may ask the Mayor to enforce the procedures established by the Council. Should the Mayor fail to do so, a majority vote of the Council shall require him/her to enforce the procedures.

SECTION 4. CODE OF CONDUCT FOR MAYOR AND COUNCILMEMBERS

A. During Council meetings, Councilmembers shall preserve order and decorum, shall not interrupt or delay proceedings, and shall not refuse to obey the orders of the Mayor or the rules of the Council. Councilmembers shall demonstrate respect and courtesy to each other, city staff members, and citizens appearing before the Council. Councilmembers shall refrain from rude and derogatory remarks.

B. The Mayor and Councilmembers should not use their position to secure special privileges, and should avoid situations that could cause them to have any bias or partiality on a question before the Council.

C. The Mayor and Councilmembers may abstain from voting on items on which they feel they have a conflict of interest. If the Mayor or a Councilmember has a conflict which qualifies under the state statute for conflict of interest, he or she shall file a "Conflict of Interest Affidavit" with the City Secretary's office. Upon introduction of the agenda item, the Mayor or Councilmember should announce that he or she has a conflict of interest, and should refrain from discussion of the agenda item and from voting, but shall not be required to leave the meeting room.

SECTION 5. CITIZEN PARTICIPATION AT MEETINGS

A. The Mayor is required to hold public hearings on zoning cases, adoption of the ad valorem tax rate, and assessments of property owners for public improvements. As a courtesy, the Mayor may choose to hold a public hearing on any item before the Council. Citizens will be given the opportunity to speak for or against an item after being recognized by the presiding officer.

B. As a general rule, citizens may not participate in the discussions of the Council at Workshop Sessions.

SECTION 6. COUNCIL AND STAFF RELATIONS

A. Councilmembers should attempt to ask questions about the Council Agenda packet to the City Manager prior to the meeting. This will allow the staff time to respond to the Councilmember's concern and, if necessary, provide additional information to all Councilmembers.

B. The City Manager shall designate the appropriate staffmember to address each agenda item and shall see that each presentation informs the Council on the issues which require Council action. The presentations should be professional and timely, and should list options available for resolving the issue.

C. The City Manager is directly responsible for providing information to all Councilmembers concerning any inquiries by a specific Councilmember. Should the City Manager find his or his staff's time being dominated by a single member, he should inform the Mayor of the concern.

D. Any conflicts between the staff and the Council will be addressed by the Mayor and the City Manager.

E. The City Manager will be held responsible for the professional and ethical behavior of himself and his staff. He is also responsible for seeing that his staff remains educated and informed on the issues facing municipal government.

F. All Councilmembers and staffmembers shall show respect and courtesy to each other and citizens at all times.

G. The City Manager is responsible for seeing that all newly-elected Councilmembers are provided with a thorough orientation on staff procedures, municipal facilities, and other information of interest to municipal officials.

SECTION 7. COUNCIL AND MEDIA RELATIONS

A. Agenda packets shall be provided upon request to all interested news media in advance of the Council meetings.

B. The City Manager, or his designated representative, is the spokesman for any staff presentation on the agenda. The Mayor, Mayor Pro-Tem, or Deputy Mayor Pro-Tem is the spokesman for any Council information pertaining to issues on the agenda.



ICMA

Code of Ethics

The purposes of ICMA are to enhance the quality of local government and to support and assist professional local administrators in the United States and other countries. To further these objectives, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

- 1 Be dedicated to the concepts of effective and democratic local government by responsible elected officials and believe that professional general management is essential to the achievement of this objective.
- 2 Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant.
- 3 Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that the member may merit the respect and confidence of the elected officials, of other officials and employees, and of the public.
- 4 Recognize that the chief function of local government at all times is to serve the best interests of all the people.
- 5 Submit policy proposals to elected officials; provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals; and uphold and implement local government policies adopted by elected officials.
- 6 Recognize that elected representatives of the people are entitled to the credit for the establishment of local government policies; responsibility for policy execution rests with the members.
- 7 Refrain from participation in the election of the members of the employing legislative body, and from all partisan political activities which would impair performance as a professional administrator.
- 8 Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.
- 9 Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.
- 10 Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.
- 11 Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions pertaining to appointments, pay adjustments, promotions, and discipline.
- 12 Seek no favor; believe that personal aggrandizement or profit secured by confidential information or by misuse of public time is dishonest.



PART II - CODE OF ORDINANCES
Chapter 2 - ADMINISTRATION
ARTICLE III. - OFFICERS AND EMPLOYEES
DIVISION 2. - CODE OF ETHICS

DIVISION 2. - CODE OF ETHICS ^[8]

⁽⁸⁾ **Charter reference**— Restrictions on acceptance of gifts, § 11.01; prohibited interests in contracts, § 11.02.

[Sec. 2-91. - Definitions.](#)

[Sec. 2-92. - Policy.](#)

[Sec. 2-93. - Standards of conduct.](#)

[Sec. 2-94. - Prohibition on conflict of interest.](#)

[Sec. 2-95. - Restrictions on former town officers and employees.](#)

[Sec. 2-96. - Accepting employment from an entity regulated by town prohibited.](#)

[Secs. 2-97—2-115. - Reserved.](#)

Sec. 2-91. - Definitions.

The following words, terms and phrases when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Board means a board, commission or committee which is established by town ordinance, town Charter, interlocal contract or state law and any part of whose membership is appointed by the city council.

Business entity or *entity* mean a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust or any other entity recognized in law.

Employee means a person employed or paid a salary by the town on a full-time basis excluding officers.

Incidental interest means an interest in a person, entity or property which is not a substantial interest and which has insignificant value, or which would be affected only in a de minimis fashion by a decision. This division does not establish dollar limits on the terms "insignificant value" and "de minimis," which shall have their usual meanings and be subject to interpretation on a case by case basis.

Interest or *benefit* means anything reasonably regarded as economic gain or economic advantage, other than incidental or remote interests. The term applies to the official and also to any person who is related to such official within the second degree by consanguinity or affinity.

Officer means the mayor and members of the city council.

Official means officers, employees and members of any board which is established by town ordinances, town charter, interlocal contract, or state law and any part of whose membership is appointed by the city council.

Remote interest means an interest of a person or entity, including an official who would be affected in the same way as the general public. The interest of a councilmember in the property tax rate, general town fees, town utility charges or a comprehensive zoning ordinance or similar decisions is incidental to

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the extent that the councilmember would be affected in common with the general public.

(Code 1982, § 2-2)

Cross reference— Definitions generally, § 1-2.

Sec. 2-92. - Policy.

(a) It is hereby declared to be the policy of the town that the proper operation of democratic government requires that:

- (1) Officials be independent, impartial and responsible only to the people of the town;
- (2) Governmental decisions and policy be made using the proper procedures of the governmental structure;
- (3) No official have any interest, direct or indirect, or engage in any business transaction or professional activity or incur any obligation of any nature which is in conflict with the proper discharge of his duties in the public interest;
- (4) Public office not be used for personal gain;
- (5) The city council at all times be maintained as a nonpartisan body; and
- (6) Officials fully comply with state statutes, as amended, concerning conflicts of interest.

(b) To implement this policy, the city council has determined that it is advisable to enact this code of ethics for all officials, whether elected or appointed, paid or unpaid, advisory or administrative, to serve not only as a guide for official conduct of the town's public servants, but also as a basis for discipline for those who refuse to abide by its terms.

(Code 1982, § 2-3)

Sec. 2-93. - Standards of conduct.

No official shall:

- (1) Accept or solicit any money, property, service or other thing of value by way of gift, favor, loan or otherwise which he knows or should know is being offered or given with the intent to unlawfully influence such person in the discharge of official duties, or in return for having exercised or performed official duties.

State law reference— Bribery, V.T.C.A., Penal Code § 36.02; gift to public servant by person subject to his jurisdiction, V.T.C.A., Penal Code § 36.08.

- (2) Use his official position to secure special privileges or exemptions for himself or others.
- (3) Grant any special consideration, treatment or advantage to a person or organization beyond that which is available to every other person or organization. (This shall not prohibit the granting of fringe benefits to town employees as part of their contract of employment or as an added incentive to the securing or retaining of employees).
- (4) Disclose information deemed confidential by law that could adversely affect the property or affairs of the town, or directly or indirectly use any information understood to be confidential which

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was gained by reason of his official position or employment for his own personal gain or benefit or for the private interest of others.

(5) Transact any business on behalf of the town in his official capacity with any entity with which he is an officer, agent or member or in which he has an interest. In the event that such a circumstance should arise, no violation of this subsection occurs if he shall make known his interest, and:

- a. In the case of an officer or board member, refrain from discussing the matter at any time with members of the body of which he is a member or any other body which will consider the matter and abstain from voting on the matter; or
- b. In the case of an employee, turn the matter over to his superior for reassignment, state the reasons for doing so and have nothing further to do with the matter involved.

(6) Accept other employment or engage in outside activities incompatible with the full and proper discharge of his duties and responsibilities with the town, or which might impair his independent judgment in the performance of his public duty.

(7) Personally provide services for compensation, directly or indirectly, to a person, entity or organization who is requesting an approval, investigation, or determination from the body or department of which the officer or employee is a member. This restriction does not apply to outside employment of an officer if the employment is the officer's primary source of income.

(8) Receive any fee or compensation for his service as an officer or employee of the town from any source other than the town, except as may be otherwise provided by law. This shall not prohibit his performing the same or other services for a public or private organization that he performs for the town if there is no conflict with his town duties and responsibilities.

(9) In the case of a member of the city council or an employee, personally represent, or appear in behalf of, the private interests of others:

- a. Before the city council or any town board or department;
- b. In any proceeding involving the town; or
- c. In any litigation to which the town is a party.

(10) In the case of a board member, personally represent, or appear in behalf of, the private interests of others:

- a. Before the board of which he is a member;
- b. Before the city council;
- c. Before a board which has appellate jurisdiction over the board of which he is a member; or
- d. In litigation to which the town is a party if the interests of the person being represented are adverse to the town and the subject of the litigation involves the board on which the board member is serving or the department providing support services to that board.

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(11) Use his official position or town-owned facilities, personnel, equipment, supplies, vehicles, printing facilities, postage facilities, long-distance telephone services or any other resources for private purposes, personal advantage, pecuniary gain for such official or for others or for any political campaign for himself or others. However, this shall not prohibit an official from using his official position to promote or encourage economic development and businesses within the town, provided (a) the official, and any person related to the official within the second degree by consanguinity or affinity, does not receive a benefit from such promotion or encouragement, and (b) the promotion or encouragement of economic development and businesses is not for the purpose of promoting, and does not promote, other than incidentally, the official or any person related to the official within the second degree by consanguinity or affinity

(12) Use the prestige of his position with the town in behalf of any political party.

(13) Knowingly perform or refuse to perform any act in order to deliberately thwart the execution of valid town ordinances, rules or regulations or the achievement of official town programs.

(14) Engage in any dishonest or criminal act or any other conduct prejudicial to the government of the town or that reflects discredit upon the government of the town.

(Code 1982, § 2-4(a)—(n))

Charter reference— Prohibited interests in contracts, § 11.02.

Sec. 2-94. - Prohibition on conflict of interest.

An official may not participate in a vote or decision on a matter affecting a person, entity or property in which the official has an interest. In addition, an official who serves as a corporate officer or member of the board of directors of a nonprofit entity which is not appointed by the city council may not participate in a vote or decision regarding funding by or through the town for the entity. Where the interest of an official in the subject matter of a vote or decision is remote or incidental, such official may participate in the vote or decision and need not disclose the interest.

(Code 1982, § 2-5)

Sec. 2-95. - Restrictions on former town officers and employees.

(a) When used in this section, the terms "before the town" shall mean before any official of the town.

(b) When used in this section, the term "represent" shall include all communications with and appearances before the town in which the town is asked to make a decision, as that term is defined in this chapter. The term "represent" does not include communications and appearances involving only ministerial action on the part of the town.

(c) When used in this section, the term "case, project or matter" shall refer to specific cases, projects or regulatory matters, rather than generic policies, procedures or legislation of general application. For instance, the zoning process or site plan review process is not a "case, project or matter" within the meaning of this section; however, a specific zoning case or site plan would constitute a "case, project or matter" subject to the restrictions imposed in this section. It is not the intent of this division, and this division shall not be construed, to proscribe the practice of any profession or occupation by former town officials and employees other than before the town and as provided in section 2-96

(d) An employee in a position which involves significant decision-making, advisory, or supervisory

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responsibility, or an officer who leaves the service or employment of the town shall not, within 12 months after leaving that employment or service, represent any other person or entity in any formal or informal appearance, if the officer or employee has received or shall receive remuneration from the person, entity or members of the entity being represented:

(1) Before the town concerning a case, project or matter over which the person exercised discretionary authority as an employee or officer; or

(2) Before any other agency on a case, project or matter over which the person exercised discretionary authority as an employee or officer.

(e) A former employee or officer who is subject to the requirements of subsection (d) of this section shall, during the 24 months after leaving the service or employment of the town, disclose his previous position and responsibilities with the town and the work performed, if any, as an employee or officer regarding the matter for which he is appearing before the town whenever he represents any other person or entity in any formal or informal appearance before the town.

(f) In any formal or informal appearance before the town, a person representing a person or entity which employs a former officer or employee who had discretionary authority over the project or matter for which the person or entity is appearing before the town shall disclose any former involvement of such former officer or employee in the project or matter. This disclosure requirement shall be in effect for 24 months after the former officer or employee leaves town service or employment.

(g) No employee or officer shall approve or vote to approve any oral or written contract for land services, supplies or materials between the town and either a former employee or officer or an entity which employs such former employee or officer during the 12-month period following such former employee's or officer's departure from the town's employment or service. Notwithstanding the foregoing, upon a finding by the city council that the economic or other benefit to the former employee or officer is minimal or insignificant, the city council may vote to waive the prohibition contained in this subsection.

(Code 1982, § 2-6)

Sec. 2-96. - Accepting employment from an entity regulated by town prohibited.

An employee in a position which involves significant reporting, decision-making, advisory, regulatory or supervisory responsibility who leaves the service or employment of the town shall not, within six months after leaving that service or employment, seek or accept employment from an entity which had appeared for formal action or decision before the body of which such employee was a member or which had been subject to the employee's regulation or inspection during such employee's employment with the town.

(Code 1982, § 2-7)

Secs. 2-97—2-115. - Reserved.

Council Agenda Item: #WS2

AGENDA CAPTION:

Discussion regarding Council calendars and associated technology.

FINANCIAL IMPACT:

n/a

BACKGROUND:

n/a

RECOMMENDATION:

n/a

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #WS3

AGENDA CAPTION:

Discussion regarding the Town of Addison Strategic Plan and background and process for the FY 2013 Budget.

FINANCIAL IMPACT:

n/a

BACKGROUND:

n/a

RECOMMENDATION:

n/a

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #WS4

AGENDA CAPTION:

Discussion regarding an Economic Development Incentive Agreement between the Town and VOP, LP, and GF III VOP, LP regarding the Village on the Parkway located generally at the southeast corner of the intersection of Belt Line Road and Dallas Parkway.

FINANCIAL IMPACT:

There is no direct financial impact associated with this item.

BACKGROUND:

This item will be presented at the Council Meeting.

RECOMMENDATION:

n/a

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

[VOP Contract](#)

Type:

Backup Material

STATE OF TEXAS §
 § **ECONOMIC DEVELOPMENT INCENTIVE**
 § **AGREEMENT**
COUNTY OF DALLAS §

This Economic Development Incentive Agreement (“Agreement”) is made by and among the Town of Addison, Texas (“City”), VOP, LP, a Delaware limited partnership (“VOP”), and GF III VOP, LP, a Delaware limited partnership (“GF III”) (in this Agreement, the City, VOP and GF III are sometimes referred to together as the “parties” and individually as a “party”).

Recitals:

1. VOP is the sole owner of all of Lots 1A, 1B, and 2A of the Village on the Parkway, a subdivision located within the City, as described and shown on the Amended Replat of Lot 1A, Lot 1B & Lot 2A, Village on the Parkway, filed of record in Volume 2001019, Page 914, Official Public Records of Dallas County, Texas (“Property”). GF III directly or indirectly owns all of the beneficial ownership interest in VOP and intends to provide equity funding to VOP in connection with the fulfillment of VOP’s obligations hereunder.

2. The Property, consisting of approximately 30.7141 acres, is developed and used as a retail shopping center that includes a variety of stores, restaurants, and other businesses (“Village on the Parkway”). A depiction of the Property and a list of Tenants as of the date of execution by VOP is attached to this Agreement as Exhibit 1 and incorporated herein. As of the Effective Date, the Village on the Parkway, while occupying a prime location within the City, is under-serving the community and is suffering from age and functional obsolescence that has resulted in a rapidly growing vacancy rate and a limited tenant mix. The annual amount of sales and use tax paid to the City from the sale of taxable items at the Village on the Parkway has been represented by VOP to be, as of the Effective Date, approximately \$300,000.00.

3. VOP desires and intends to redevelop the Property, and GF III desires and intends to provide funding to redevelop the Property, in order to make the Village on the Parkway a destination major retail center through design revision, major alterations, and the securing of marquee anchor tenants that will draw patrons and facilitate attracting high quality, first class retail, dining and entertainment tenants to the Village on the Parkway. Those anchor tenants are expected to include a Specialty Food Store and Movie Theater as those terms are defined herein.

4. In addition, as part of the redevelopment of the Village on the Parkway, VOP intends, among other things, to:

- construct a new approximately 32,000 square foot building to be occupied by the Specialty Food Store;
- construct the Movie Theater;

- demolish approximately 150,000 square feet of existing space, including the 3-story building recently occupied by Bed Bath & Beyond and the Block 200 retail strip located at the south end of the Property;
- upgrade existing buildings that are not to be demolished by painting them using a new color palette coordinated with the new buildings to be constructed, providing improvements to some storefront facades, and providing some new signs;
- install enhanced landscaping;
- install lighting upgrades;
- encourage and promote attractive outdoor dining;
- construct new parking, including a new parking structure in an area at the south end of the Property that is adjacent to the Movie Theater;
- make infrastructure improvements within and adjacent to the Property.

5. VOP and GF III anticipate that in excess of \$75,000,000 will be spent by VOP and others in the acquisition of and redevelopment of the Village on the Parkway as described herein.

6. The redevelopment of the Village on the Parkway and the increased tenancy resulting therefrom will have a positive and significant effect on employment within the Village on the Parkway.

7. VOP and GF III have advised the City that a contributing factor that would induce VOP to redevelop the Village on the Parkway and for GF III to provide funding to redevelop the Village on the Parkway would be an agreement by the City to provide an economic development grant to GF III to defray a portion of the cost of the redevelopment.

8. The City Council is authorized by Section 380.001 of the Texas Local Government Code to establish and provide for the administration of programs, including programs for making grants of public money to promote local economic development and to stimulate business and commercial activity in the City. The City has heretofore adopted an economic development program, and policies and procedures for the program, pursuant to Section 380.001, and this Agreement is entered into pursuant to the same.

9. The City has determined that making a grant as set forth herein will stimulate business and commercial activity in the City, will further the objectives of the City, will benefit the City and the City's inhabitants, will encourage and promote employment, and will promote local economic development and stimulate business and commercial activity in the City.

NOW THEREFORE, for and in consideration of the foregoing, and on the terms and conditions hereinafter set forth, the City, VOP and GF III do hereby agree as follows:

Economic Development Incentive Agreement

ARTICLE I
TERM

This Agreement shall be effective on the date the last of the parties executes this Agreement (“Effective Date”) and, subject to the earlier termination of this Agreement, continue until and terminate on April 30 of the year immediately following the Final Year (hereinafter defined in Article II) (the “Term”).

ARTICLE II
DEFINITIONS

Wherever used in this Agreement, the following terms shall have the respective meanings ascribed to them:

(a) “Casualty” means the Village on the Parkway is wholly or partially destroyed by fire, earthquake, flood or similar casualty that renders the Village on the Parkway unfit for the intended purpose.

(b) “City” means the Town of Addison, Texas.

(c) “Commencement of Construction” means that the bona fide plans for construction or reconstruction of a building, prepared by an architect licensed by the State of Texas to practice architecture, have been prepared and submitted to the City (and any other governmental authorities as may be required) for approval thereof.

(d) “Completion of Construction” means that (i) the Improvements have been substantially completed, (ii) a certificate of substantial completion has been issued by the general contractor(s) and architect(s) for all Improvements, and a copy of such certificate has been delivered to the City, (iii) a final, permanent certificate(s) of occupancy has been issued for those Improvements that require a certificate of occupancy by the City, and (iv) the Improvements are fully operational and open for business to the general public.

(e) “Comptroller Report” means information provided by the State Comptroller of Public Accounts pursuant to a request from the City under Section 321.3022(b) of the Texas Tax Code, as amended, for annual sales tax paid to the City by each Tenant doing business at the Property.

(f) “State of Texas” means the office of the Texas Comptroller, or its successor.

(g) “Event of Force Majeure” means any unforeseen circumstance, occurrence or event beyond the reasonable control of the party affected and which, by the exercise of due diligence, such party is unable to prevent, including acts of God (being an occurrence that is the result of natural causes that could not have reasonably been foreseen and guarded against), acts of the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by or resulting from an act or omission of the party), fires, explosions or floods, strikes, work slowdowns, or work stoppages.

(h) “Final Year” means the calendar year that is the 19th year after the year that includes the Stabilization Date, but in any event not later than 2036.

(i) “Impositions” means all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on VOP or any property or any business owned or controlled by VOP, or which owns or controls VOP, within the City.

(j) “Improvements” means the construction of new buildings and improvements (and the corresponding demolition of other buildings and related facilities), and the remodeling and reconstruction of (including any addition to) existing improvements, on the Property and certain other improvements on and adjacent to the Property, including without limitation certain parking, landscaping, and infrastructure improvements, as described and depicted in Exhibit 2 attached hereto and incorporated herein and as further described in the submittals filed with the City in order to obtain a building permit(s) from time to time.

(k) “Include(s)” and “including” are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

(l) “Movie Theater” means a multi-screen, state of the art movie theater consisting of approximately 45,000 square feet of total floor area that is at least the quality of and comparable to the AMC theatre located in the Randhurst Village shopping center located in the Village of Mount Prospect, Illinois.

(m) “Note” means that certain Promissory Note dated as of the Effective Date and executed by the City in favor of GF III, which evidences the City’s obligation to make payments in accordance with this Agreement, the form of which is attached hereto as Exhibit 6.

(n) “Person” means and includes an individual, corporation, organization, business trust, estate, trust, partnership, limited liability company, association, and any other legal entity.

(o) “Property” means all of Lots 1A, 1B, and 2A of the Village on the Parkway, a subdivision located within the City, as described and shown on the Amended Replat of Lot 1A, Lot 1B & Lot 2A, Village on the Parkway, filed of record in Volume 2001019, Page 914, Official Public Records of Dallas County, Texas, together with the buildings and all other improvements located thereon (“Property”).

(p) “Sales and Use Tax” means the one percent (1%) sales and use tax imposed by the City pursuant to Chapter 321 of the Texas Tax Code (and any successor statute thereto) on the receipts from the sale at retail of Taxable Items by a Tenant consummated within the Village on the Parkway.

(q) “Sales Tax Grant” means an economic development grant which may be paid to GF III from lawfully available funds as hereinafter set forth.

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(r) “Sales Tax Grant Year” means the calendar year next following the applicable Threshold Year.

(s) “Sales Tax Receipts” means the City’s actual receipts from the State of Texas from the collection of Sales and Use Tax.

(t) “Specialty Food Store” means a store providing, among other items typically found in grocery stores, artisanal, gourmet, natural, and local products (e.g., a store like a Whole Foods Market store).

(u) “Stabilization Date” means January 1 of the calendar year that follows the end of the 12 month period that begins with the date of the opening of the Specialty Food Store or the opening of the Movie Theater, whichever opening is later, but shall in any event not be later than January 1, 2017. For purposes hereof, an opening shall be deemed to have occurred on the date that the City issues a final certificate of occupancy.

(v) “Tangible Personal Property” has the same meaning assigned by Section 151.009, Tex. Tax Code, as amended or superseded.

(w) “Taxable Items” has the same meaning assigned by Section 151.010, Tex. Tax Code, as amended or superseded.

(x) “Total Sales Tax” means the total Sales and Use Tax from the sale of Taxable Items consummated at the Village on the Parkway in a calendar year.

(y) “Tenant” means any Person that occupies any portion of the Property pursuant to a valid lease or sublease.

(z) “Threshold Sales Tax” means the sum of \$300,000.00.

(aa) “Threshold Year” means any calendar year in which the Total Sales Tax exceeds the Threshold Sales Tax.

(bb) “Village on the Parkway” means a retail shopping center, where the rentable square feet is used and occupied predominantly by retailers, restaurants, and personal service providers (e.g, tailor, photographer/art studio, barber/beauty shop, travel bureau, etc.) (or if not used and occupied, is being marketed only for use and occupancy by such entities), and that includes a variety of stores, restaurants, and other businesses located in multiple buildings entirely within the Property.

ARTICLE III **ECONOMIC DEVELOPMENT GRANT**

3.1 **Sales Tax Grant.** Subject to VOP’s satisfaction of and compliance with all of the terms and conditions of this Agreement, the City agrees to provide GF III with the Sales Tax Grants in accordance with this Agreement. The City has executed and delivered the Note to GF III to further evidence the Sales Tax Grants to be paid hereunder. Payments pursuant to this

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Agreement and under the Note shall be computed as provided below, and shall be due and payable at the times and in the amounts provided herein:

(a) During the Term of this Agreement, a Sales Tax Grant shall be provided only if the Total Sales Tax exceeds the Threshold Sales Tax (and in such event, a Sales Tax Grant shall be provided during the applicable Sales Tax Grant Year in accordance with and subject to the terms, conditions, and provisions of this Agreement).

To determine if the Total Sales Tax exceeds the Threshold Sales Tax, each year during the Term of this Agreement after the year in which the Stabilization Date occurs, VOP and/or GF III will, on or prior to February 1 of each such year, submit to the City a written request that the City request from the Comptroller a Comptroller Report for the prior year. Upon receiving such request, the City will make the Comptroller Report request to the Comptroller. In connection with the City's making the Comptroller Report request, VOP and GF III shall provide such information to the City as may be required by the Comptroller to issue the Comptroller Report (e.g., the correct name and address of all tenants and subtenants of the Village on the Parkway that remit Sales and Use Tax).

Upon its receipt of a Comptroller Report, the City may review the same for purposes of determining its accuracy and conduct any investigation regarding the Comptroller Report as the City deems appropriate or necessary. If the City determines that corrections to a Comptroller Report are needed, the City may request that the Comptroller make those corrections, and if a revised Comptroller Report is thereafter issued, the revised Comptroller Report shall control.

(b) If a Threshold Year occurs, as evidenced by a Comptroller Report, GF III may make a request for a Sales Tax Grant. Such request shall be presented to the City on or before the last day of March of the corresponding Sales Tax Grant Year. For purposes of this Agreement, the first year which may be a Threshold Year shall be the calendar year that includes the Stabilization Date, and the last year which may be a Threshold Year shall be the Final Year.

(c) Sales Tax Grants provided to GF III during a Sales Tax Grant Year shall be an amount determined by the following formula: (i) Total Sales Tax for the Threshold Year, minus (ii) the Threshold Sales Tax, times (iii) seventy-five percent (75%).

Examples:

- (1) Assume that the Specialty Food Store opens on March 15, 2014 and the Movie Theater opens on June 15, 2014; the Stabilization Date is the January 1 that follows the end of the 12 month period that begins with the date of the opening of the Movie Theater (the 12-month period ending on June 14, 2015), and therefore January 1, 2016 is the Stabilization Date; and therefore 2016 must be the first year that may be a Threshold Year. In 2016, Total Sales Tax (as determined by a Comptroller Report) = \$400,000.00, and therefore 2016 is a Threshold Year.

In 2017 (the corresponding Sales Tax Grant Year), a Sales Tax Grant applicable to 2016 is calculated as follows:

(i) \$400,000.00	(Sales Receipts for 2016)	Tax
	minus	
(ii) \$300,000.00	(Threshold Sales Tax)	
(iii) Difference between (i) and (ii):	\$100,000.00	
(iv) Sales Tax Grant (75% of (iii)):	\$ 75,000.00	(due to GF III for 2016).

(2) In 2018, Total Sales Tax (as determined by a Comptroller Report) = \$290,000.00; since the Total Sales Tax for 2018 does not exceed the Threshold Sales Tax (\$300,000.00), 2018 is not a Threshold Year; 2019 is therefore not a Sales Tax Grant Year for which a Sales Tax Grant will be provided to GF III

3.2 **Sales Tax Grant Payment.** The Sales Tax Grant applicable to a Threshold Year shall be paid to GF III on or before April 1 of the corresponding Sales Tax Grant Year (provided a determination has been made in accordance with this Agreement that a year is a Threshold Year; if such determination has not been made by April 1, a Sales Tax Grant shall be paid promptly following the making of such determination in accordance with the City's payment practices).

3.3 **Current Revenue.** The Sales Tax Grants made hereunder shall be paid solely from lawfully available funds that have been appropriated by the City. The City shall have no obligation or liability to pay any funds or payments hereunder or under the Note except as allowed by law. The City shall not be required to pay any funds or payments hereunder or under the Note if prohibited or not authorized under federal, state or local laws (including any constitutional or charter provision), regulations, rules or a decision of a court of competent jurisdiction or state agency or department (including the Texas Attorney General), and any funds or payments paid pursuant to this Agreement which are so prohibited or unauthorized shall be promptly reimbursed by GF III (which obligation shall survive the expiration or termination of this Agreement).

This Agreement may be pledged by VOP or GF III to any bank, financial institution or lender. However, the City shall not be obligated to pay any commercial bank, similar institution, or lender for any loan, credit agreement, or other similar arrangement made by VOP or GF III.
None

Notwithstanding any other provision of this Agreement, in connection with the payment of Sales Tax Grants (or any portion thereof) to GF III, if the City fails to make any such payment, either VOP or GF III shall submit a request for the same within six (6) months after the right to receive the same accrues to GF III. Upon receipt of request from VOP or GF III, the City shall forward written acknowledgment of receipt of said request. The City shall, in writing prior to the end of the fifth month after the right to receive the same accrues to GF III, advise VOP and GF III that it has not received from VOP or GF III the request for payment of Sales Tax Grant. If either VOP or GF III fails to submit such a request within the said six (6) month period of time, the City shall have no obligation to make such payment to GF III.

3.4 **Grant Funds.** Under no circumstances shall any Sales Tax Grant include any City receipts from the State of Texas from the City's imposition of sales and use tax for the sale of Taxable Items consummated at any location, business, establishment, or entity in the City, other than at the Village on the Parkway. Any Sales Tax Grant payable hereunder (and in connection herewith, under the Note) is limited to the extent that the City has actually received in hand Sales Tax Receipts. The City shall not be required to provide any Sales Tax Grant to GF III for any Threshold Year during the Term of this Agreement for which the City has not received Sales Tax Receipts sufficient to make such year a Threshold Year.

3.5 **Additional Economic Incentives.** In addition to the Sales Tax Grant, the City agrees, subject to and to the extent allowed by law, as follows:

(a) *Sakowitz Drive.* The City will work with VOP and GF III and other owners of property that own the fee simple title to the land that comprises Sakowitz Drive for the purpose of seeking ways to convey, at no cost to VOP or GF III, the City's interest in Sakowitz Drive to VOP and the other property owners but only upon VOP's written request. If the City's interest is so conveyed, the portion of Sakowitz Drive conveyed to VOP will be incorporated by VOP into the Village on the Parkway for the purpose of providing parking for patrons of the Village on the Parkway.

(b) *Traffic Study.* The City will commission an independent traffic study ("Traffic Study") to determine the traffic impact of the Improvements, including the Movie Theater to be constructed adjacent to the driveway located in the southeast portion of the Village on the Parkway that provides ingress and egress between the Village on the Parkway and Montfort Street (such driveway being marked with an "X" on Exhibit 1 attached hereto and incorporated herein) (the "Montfort Driveway"). The City agrees to provide to VOP, for its review and comment, copies of drafts and the final version of the Traffic Study within ten days of receiving such drafts and final version from the traffic consultant undertaking the Traffic Study.

(c) *Montfort Traffic Signal.* If warranted, as determined by the Traffic Study, the City shall pay for capital expenses related to potential signalization on Montfort in the area adjacent to the Montfort Driveway, and additionally, to pay expenses related to improvements that the City may determine are needed on Montfort Street in the area adjacent to the Montfort Driveway to handle increased traffic, if any.

(d) *Tree Mitigation.* In connection with VOP's redevelopment of the Property, VOP has determined that it will need to remove certain existing trees from the Property ("Existing

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Trees”) (see a schedule and location map of the existing trees to be removed attached hereto as Exhibit 3 and incorporated herein). The City’s landscaping regulations, included in Article XXI of Appendix A – Zoning of the City’s Code of Ordinances, provide in Section 8.B. thereof that (i) a property owner must replace trees that are removed, but (ii) in lieu of such replacement and if approved by the City, the property owner may pay a one-time fee to the City. An independent appraisal has been previously conducted to determine the value of the Existing Trees, and that appraisal determined that, if VOP were to make a payment to the City in lieu of replacing the Existing Trees, the payment would be in the amount of \$592,411.36 (the “Tree Mitigation Amount”). The City has determined that certain of the Existing Trees are in poor condition, and therefore the City will give to VOP a credit of \$168,026.38 (the value of the Existing Trees in poor condition) against the Tree Mitigation Amount. If the Existing Trees (or any portion thereof) are removed, the difference between the Tree Mitigation Amount and the credit - \$424,384.98 (the “Net Tree Mitigation Amount”) – will be paid by VOP to the City in five equal installments, with the first such installment due on or before January 31 of the 15th calendar yearafter the Stabilization Date and each of the four remaining installments due on or before January 31 of each of the four years thereafter.

No trees, including the Existing Trees, shall be removed, in any manner whatsoever, from or adjacent to the Property without the City’s prior approval either granted in writing or by approval of a site plan or development plan designating the trees to be removed, and the removal of any trees shall be performed and shall in all things subject to the ordinances, rules and regulations of the City.

ARTICLE IV **CONDITIONS TO ECONOMIC INCENTIVES**

4.1 **Conditions.** The City’s obligation to pay the Sales Tax Grants, and to provide the additional economic incentives described in Section 3.5, are and shall be conditioned upon and subject to VOP’s compliance with and satisfaction of all of the terms and conditions of this Agreement, including without limitation each of the conditions set forth below:

(a) *Commencement, Completion of Construction; Demolition.* Commencement of Construction of the Specialty Food Store on or before December 31, 2013; and Completion of Construction of the Improvements on or before December 31, 2016 without cost to the City, subject to delays due to an Event of Force Majeure (and such date will be extended for such period of delay). In connection with the construction of the Improvements, VOP shall demolish and remove the building and related facilities as shown on the Demolition Plan attached hereto as a part of Exhibit 2.

(b) *Redevelopment Costs, Construction Plans.* For the construction, reconstruction, and redevelopment of the Village on the Parkway, including the construction of the Improvements and the other improvements generally described in paragraph 4 of the Recitals above, VOP and Tenants including, but not limited to the Tenants of the Specialty Food Store and the Movie Theater, shall have collectively expended, by no later than December 31, 2016, at least \$44,000,000.00 in hard and soft costs (“Redevelopment Cost Amount”). The Redevelopment Cost Amount (i) consists solely of the cost of those items identified in Exhibit 4 attached hereto and incorporated herein (the “Redevelopment Costs”) and no other costs,

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fees, or expenses, and (ii) shall be expended only according to development/redevelopment plans for the Property and Village on the Parkway that are agreed upon by the parties (which plans shall substantially conform to the drawings, photographs and depictions shown on Exhibit 5 attached hereto and incorporated herein).

Prior to any construction, reconstruction or redevelopment of the Property and the Village on the Parkway as contemplated by this Agreement, VOP shall submit plans and specifications prepared by a design professional (architect or engineer) for the same, including plans and specifications for the Improvements, to the City for the City's review and consideration of approval. For purposes of this Agreement, plans and specifications shall be deemed approved by the City if such plans and specifications are approved in writing by the City Manager or the City Manager's designee.

Upon the completion of any construction, reconstruction or redevelopment of the Property, including the completion of construction of the Improvements or any of them, VOP shall thereafter promptly present to the City evidence of the Redevelopment Costs therefor (and for any construction, reconstruction or redevelopment for which a certificate of occupancy from the City is required, such evidence shall be presented to the City not later than 30 days after the date of the City's issuance of a final certificate of occupancy). Such evidence shall be as follows:

- (i) it shall include true and correct copies of all invoices, receipts or other documents or records indicating the nature of the Redevelopment Costs and work performed applicable thereto, the actual cost thereof, the amount actually paid and evidence of payment for such Redevelopment Costs (collectively, "Invoices"), and such other information as the City may request; or
- (ii) in lieu of Invoices, VOP may present to the City as evidence of the expenditure of the Redevelopment Costs a certification signed by an authorized officer or representative of the person or entity that expended Redevelopment Costs (i.e., VOP or a Tenant) that (i) either specifically states the amount of Redevelopment Costs expended or states that the expenditure of Redevelopment Costs exceeded a specified amount (e.g., that the expenditure of Redevelopment Costs exceeded \$2,000,000.00) and (ii) specifically identifies the Improvement(s) (or other improvements generally described in paragraph 4 of the Recitals above) for which such Redevelopment Costs were expended. Such certification shall be notarized by a duly authorized Notary Public.

With each such presentation, VOP shall include a written statement of the cumulative amount to date of the Redevelopment Costs incurred and paid by VOP or Tenants.

(c) *The Specialty Food Store.*

- (i) VOP shall have, not later than December 31, 2012, entered into a lease of at least ten (10) years with the Specialty Food Store (or such other grocery store operator agreed by the City to be an acceptable comparable), of an approximately 32,000 square foot building within the Property to be constructed by VOP and to be located as shown

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on the attached Exhibit “ ” (the “Specialty Food Store Site”); and not later than December 31, 2014, the Specialty Food Store, owned and operated by the Specialty Food Store (or such other store agreed by the City to be an acceptable comparable, which agreement shall not be unreasonably withheld), shall have occupied and be open to the public for business at the Specialty Food Store Site.

(ii) From and after the opening of the Specialty Food Store to the public for business, the Specialty Food Store Site shall be continuously used and operated for (a) specialty food grocery store purposes (i.e., the provision of items provided by the Specialty Food Store), (ii) other grocery store (“Grocery Store”) purposes as may be agreed to by the City, or (iii) other purposes as may be agreed to by the City (the provider of such other purposes being an “Other Purpose Business”). However, the parties recognize that such continuous use may be interrupted by (x) a Casualty, (y) an Event of Force Majeure, or (z) the Specialty Food Store, the operator of a Grocery Store, or the operator of an Other Purposes Business discontinuing its business at and vacating the Specialty Food Store Site (“Food Store Site Discontinuance”).

In the event such use and operation is interrupted by a Casualty or an Event of Force Majeure, such use and operation shall be excused provided repairs to and restoration of the property at the Specialty Food Store Site are promptly commenced and diligently pursued to completion within twelve (12) months after such Event of Force Majeure or Casualty.

In the event such use and operation is interrupted by a Food Store Site Discontinuance, such use and operation shall be excused for the period following the Food Store Site Discontinuance and until the Specialty Food Store Site is occupied by another Specialty Food Store, a Grocery Store as may be agreed to by the City, or an Other Purpose Business as may be agreed to by the City; provided that during such period the Specialty Food Store Site is being diligently marketed by VOP for use and occupancy.

Notwithstanding anything to the contrary in this subsection (ii), it shall not be a default hereunder if the Specialty Food Store ceases operation for not more than three (3) calendar months during any twenty-four (24) month period for purposes of renovation and/or remodeling thereof.

(d) *The Movie Theater.*

(i) VOP shall have, on or prior to December 31, 2013, entered into a lease of at least ten (10) years with the Movie Theater (or such other theater agreed by the City to be an acceptable comparable, which agreement shall not be unreasonably withheld), of an approximately 45,000 square foot building within the Property located as shown on the page of the attached Exhibit “ ” entitled “Village on the Parkway Proposed Redevelopment – Site Plan” (the “Movie Theater Site”); and not later than December 31, 2016, the Movie Theater operator, or such other theater operator agreed by the City to be an acceptable comparable, shall have occupied and opened to the public for business the Movie Theater.

(ii) From and after the opening of the Movie Theater to the public for business, the Movie Theater Site shall be continuously used and operated for (a) movie theater purposes (i.e., the provision of a movie theater, movies, and related services comparable to those provided by the Movie Theater), (ii) other movie theater (“Other Theater”) purposes as may be agreed to by the City, (iii) other purposes provided by an Other Purposes Business as may be agreed to by the City. However, the parties recognize that such continuous use may be interrupted by (x) a Casualty, (y) an Event of Force Majeure, or (z) the Movie Theater, the operator of an Other Theater, or the operator of an Other Purposes Business discontinuing its business at and vacating the Movie Theater Site (“Theater Site Discontinuance”).

In the event such use and operation is interrupted by a Casualty or an Event of Force Majeure, such use and operation shall be excused provided repairs to and restoration of the property at the Movie Theater Site are promptly commenced and diligently pursued to completion within twelve (12) months after such Event of Force Majeure or Casualty.

In the event such use and operation is interrupted by a Theater Site Discontinuance, such use and operation shall be excused for the period following the Theater Site Discontinuance and until the Movie Theater Site is occupied by another Movie Theater, an Other Theater as may be agreed to by the City, or an Other Purpose Business as may be agreed to by the City; provided that during such period the Movie Theater Site is being diligently marketed by VOP for use and occupancy.

Notwithstanding anything to the contrary in this subsection (ii), it shall not be a default hereunder if the Movie Theater ceases operation for not more than three (3) calendar months during any twenty-four (24) month period for purposes of renovation and/or remodeling thereof.

(e) *Parking Garage.* VOP shall have, on or prior to December 31, 2016, completed construction of a multi-level parking garage located contiguous to the Movie Theater as shown the attached Exhibit “_” entitled “Village on the Parkway Proposed Redevelopment – Site Plan”, (the “Site Plan”) or as the Site Plan may be amended and approved by the City.

(f) *Shopping Center.* VOP shall cause the Property and the Shopping Center to be developed into, and at all times while this Agreement is in effect maintained as a high quality retail destination in first class condition and repair that will include a mix of high quality retail, dining and entertainment tenants. Examples of such tenants include lululemon, Anthropologie, Ann Taylor Loft, Luke’s Locker, Tyler’s, and Charming Charlie (as the same exist as of the Effective Date), and similar tenants that might occupy a high-quality shopping area like The Shops at Park Lane or Arlington Highlands (as the same exist as of the Effective Date).

(g) *Sales Tax Information.* The City, VOP, and GF III designate this Agreement as a revenue sharing agreement as described in Section 321.3022(b), Tex. Tax Code, thereby entitling the City to request Comptroller Reports from the Comptroller pursuant to the said Section 321.3022. The City shall request in writing to the Comptroller a Comptroller Report for each year for which a Comptroller Report is needed to determine if a Sales Tax Grant is

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payable hereunder, copies of which shall be available to VOP if permitted by law. To the extent that the release of any such reports shall require the consent of VOP, VOP shall provide to City such consent. VOP acknowledges that if there are not more than three occupants doing business on the Property who remit sales taxes, the Comptroller may refuse to provide the information to the City unless the Comptroller receives permission from each of the tenants allowing the Comptroller to provide the information to the municipality as requested.

In the event that the State Comptroller ceases to issue Comptroller Reports, VOP shall use commercially reasonable efforts to have all occupants of the Property provide to City, at the City's request, their ID numbers solely used for their location on the Property so that sales and use tax payments can be verified by the City. City agrees to request ID numbers only if the City fails to get Comptroller Reports. City and VOP shall cooperate to arrive at a mutually agreeable method for determining the Sales and Use Taxes for purposes of calculating Sales Tax Grant payments.

The City agrees, to the extent allowed by law, to maintain the confidentiality of Sales and Use Tax information obtained pursuant to this Agreement.

(h) *Net Tree Mitigation Amount.* VOP shall pay the Net Tree Mitigation Amount (\$424,384.98) to the City no later than December 31, 2037 (the obligation to pay the Net Tree Mitigation Amount shall survive the termination of this Agreement).

(i) *Single Owner.* The Property shall at all times be owned by a single entity. The Property may be subdivided without affecting the obligation of the City to pay the Sales Tax Grant as long as the Property is owned by a single entity.

(j) *No Uncured Breach.* Neither VOP nor GF III shall not have an uncured breach or default of this Agreement.

4.2 **Adjustments.** In the event a Tenant files an amended sales and use tax return or report with the State of Texas, or if additional Sales and Use Tax is due and owing, as determined or approved by the State of Texas, affecting Sales Tax Receipts for a previous calendar year, the Sales Tax Grant payment applicable to the Threshold Year next following such State of Texas approved amendment shall be adjusted accordingly provided the City has received Sales Tax Receipts attributed to such adjustment. As a condition precedent to payment of such adjustment, the City shall have received from the Comptroller an adjusted Comptroller's Report showing the adjustment.

4.3 **Refunds.** In the event the State of Texas determines that the City erroneously received Sales Tax Receipts, or that the amount of Sales and Use Tax paid to the City by a Tenant exceeds the correct amount of Sales and Use Tax for a previous calendar year, for which GF III has received a Sales Tax Grant, the City shall adjust the Sales Tax Grant payment for the Threshold Year (one or more as may be necessary for the City to be reimbursed for any overpayment of a Sales Tax Grant) next following such State of Texas determination provided the City has received Sales Tax Receipts in an amount sufficient to cover such prior overpayment.

In the event the State of Texas determines that the City erroneously received Sales Tax Receipts, or that the amount of Sales and Use Tax paid to the City by a Tenant exceeds the correct amount of Sales and Use Tax for a previous calendar year, for which GF III has received a Sales Tax Grant, and no additional Sales Tax Grant Years remain in the Term, GF III shall, within thirty (30) days after receipt of notification thereof from the City specifying the amount by which such Sales Tax Grant exceeded the amount to which GF III was entitled pursuant to such State of Texas determination, repay such amount to the City. As a condition precedent to payment of such refund, the City shall provide GF III and VOP with a copy of such determination by the State of Texas.

The provisions of this Section 4.3 shall survive termination or expiration of this Agreement.

4.4 **Remedy.** Notwithstanding anything contained herein, the parties hereto understand and agree that VOP shall have no obligation to redevelop, construct or reconstruct the Property and the Village on the Parkway as described herein, or to comply with the other obligations of VOP set forth in this Agreement (save and except for VOP's obligation to pay to the City the Net Tree Mitigation Amount of \$424,384.98 if the Existing Trees are removed), but such redevelopment, construction and reconstruction, and compliance with other requirements herein, are conditions precedent to the City's obligation to pay Sales Tax Grants to GF III hereunder and to provide any other of the incentives set forth herein (including in Section 3.5, above).

4.5 **Transfer.** The City recognizes that in connection with the development of the Property, VOP may seek a subdivision of the Property, as described in Section 4.1(i), above. In the event of such subdivision, the third party purchaser of Tract “__” as described in Section 4.1(i) shall not be deemed an assignee under this Agreement or be entitled to receive any Sales Tax Grant hereunder without the execution of an assignment approved and executed consistent with paragraph 9.5 of this Agreement. In the absence of any approved and executed assignment that provides otherwise, Sales Tax Grant payments to GF III shall be calculated based on Sales and Use Taxes received by the City from the entire Property regardless of ownership.

ARTICLE V **TERMINATION**

5.1 Termination.

(a) This Agreement shall terminate without notice or demand upon the occurrence of any one of the following:

(i) the execution by all parties of a written agreement terminating this Agreement; or

(ii) the expiration of the Term.

(b) This Agreement may be terminated by written notice provided at the option of:

(i) a party (the “non-breaching party”) in the event another party (the “breaching party”) breaches or fails to comply with any of term, condition, or provision of this Agreement, and such breach or failure is not cured within ninety (90) days after written notice thereof from such non-breaching party to the breaching party, or if such breach cannot be cured within such ninety (90) day period, the breaching party has failed to commence such cure within ninety (90) days and fails to continuously thereafter diligently pursue such cure; or

(ii) the City, if any Imposition owed by VOP to the City or the State of Texas shall become delinquent (provided, however, that VOP retains the right to timely and properly protest and contest any such Imposition, and the City’s right to terminate this Agreement shall be suspended during such protest and contest period).

ARTICLE VI **REPRESENTATIONS**

6.1 **Representations by the City.** The City represents that it is a home rule Texas municipal corporation and to the best of its actual knowledge has the power to enter into this Agreement and to carry out its obligations hereunder, subject, however, to applicable law (including the Texas Constitution). However, notwithstanding any other provision of this Agreement, it is understood and expressly agreed by GF III that the City does not warrant or guarantee that the Sales Tax Grant payments (and any part thereof) as described herein, or any other incentive described herein (including in Section 3.5, above) will be upheld as valid, lawful, enforceable or constitutional in the event the statutory or other authority for the same or the City’s use thereof is challenged by court action or other action or proceeding (including any action or proceeding involving the Texas Attorney General). In the event such court or other action or proceeding related to the legality of this Agreement and the providing of the Sales Tax Grants (or any part thereof) or any other incentive described herein is instituted, the parties shall defend or respond to such action or proceeding at their respective expense. Should such litigation, action or other proceeding result in a determination that this Agreement or the payment of the Sales Tax Grants (or any part thereof), or the provision of any other incentives, was or is prohibited under federal, state or local law (including any constitutional or charter provision), rule or regulation, and so result in the loss of the Sales Tax Grant or other incentive as provided herein, City, VOP and GF III agree to work together in good faith to find alternative means to accomplish the purposes of this Agreement and to provide GF III incentives with a reasonably equivalent value, to the extent provided by and subject to law. GF III and VOP shall have no recourse against the City or any of its elected officials, its officers, employees, agents, representatives, or volunteers, past or present with respect to the determination resulting in the loss of the Sales Tax Grant and other incentives provided herein or for any failure of the parties to find alternative means to accomplish the purposes of this Agreement as described above.

6.2 **Representations and Warranties by VOP.**

VOP represents and warrants that:

A. VOP is a limited partnership duly organized and validly existing under the laws of the State of Delaware and is qualified to do business in the State of Texas, has the legal capacity and the authority to enter into and perform its obligations under this Agreement, and the same shall be true and accurate at all times in connection with this Agreement;

B. The execution and delivery of this Agreement and the performance and observance of its terms, conditions and obligations have been duly and validly authorized by all necessary action on its part to make this Agreement; and this Agreement is not in contravention of VOP's articles of formation or regulations, or any agreement or instrument to which VOP is a party or by which it may be bound as of the date hereof (and the same shall be true at all times while VOP owns the Property);

C. VOP has the necessary legal ability to perform its obligations under this Agreement (and the same shall be true at all times while VOP owns the Property);

D. No litigation or governmental proceeding is pending, or, to the knowledge of any of VOP's officers, threatened against or affecting VOP, which may result in a material adverse change in VOP's business, properties or operations sufficient to jeopardize VOP as a going concern; and

E. This Agreement constitutes a valid and binding obligation of VOP, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors' rights and by equitable principles, whether considered at law or in equity (and the same shall be true at all times while VOP owns the Property).

6.3 Representations and Warranties by GF III.

GF III represents and warrants that (and the same shall be true at all times while VOP owns the Property):

A. GF III is a limited partnership duly organized and validly existing under the laws of the State of Delaware, has the legal capacity and the authority to enter into and perform its obligations under this Agreement, directly or indirectly owns all of the beneficial ownership interest in and controls (as the term "control" is defined in paragraph (f) of Article II of this Agreement) VOP, and the same shall be true and accurate at all times in connection with this Agreement;

B. The execution and delivery of this Agreement and the performance and observance of its terms, conditions and obligations have been duly and validly authorized by all necessary action on its part to make this Agreement, and this Agreement is not in contravention of GF III's articles of formation or regulations, or any agreement or instrument to which GF III is a party or by which it may be bound as of the date hereof;

C. GF III has the necessary legal ability to perform its obligations under this Agreement;

D. No litigation or governmental proceeding is pending, or, to the knowledge of any of GF III's officers, threatened against or affecting GF III, which may result in a material adverse change in GF III's business, properties or operations sufficient to jeopardize GF III as a going concern; and

E. This Agreement constitutes a valid and binding obligation of GF III, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors' rights and by equitable principles, whether considered at law or in equity.

ARTICLE VII
INDEMNITY; NO WAIVER OF IMMUNITY

(a) VOP's and GF III's Indemnity Obligation. VOP and GF III (together for purposes of this subsection (a), "VOP") covenants, agrees to, and shall DEFEND (with counsel reasonably acceptable to Addison), INDEMNIFY, AND HOLD HARMLESS the Town of Addison, Texas and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas, individually or collectively, (the Town of Addison, Texas, and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas each being an "Addison Person" and collectively the "Addison Persons"), from and against any and all claims, liabilities, judgments, lawsuits, demands, harm, losses, damages, proceedings, suits, actions, causes of action, liens, fees, fines, penalties, expenses, or costs, of any kind and nature whatsoever made upon or incurred by the Town of Addison, Texas and/or any other Addison Person, whether directly or indirectly, (the "Claims"), that arise out of, result from, or relate to: (i) the development, redevelopment and construction of the Property and the Village on the Parkway as described in this Agreement, and/or the use and occupancy of the Property, by VOP and/or any VOP Persons (as hereinafter defined), (ii) any representations and/or warranties by VOP under this Agreement, and/or (iii) any act or omission under, in performance of, or in connection with this Agreement by VOP or by any of its owners, directors, officers, shareholders, managers, partners, employees, agents, consultants, contractors, subcontractors, invitees, patrons, guests, tenants, subtenants, customers, licensees, sublicensees, or any other person or entity for whom VOP is legally responsible, and their respective owners, directors, officers, shareholders, owners, directors, officers, shareholders, managers, partners, employees, agents, consultants, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees (collectively, "VOP Persons"). SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. However, VOP's liability under this clause shall be reduced by that portion of the total amount of the Claims (excluding defense fees and costs) equal to the Addison Person or Addison Persons' proportionate share of the negligence, or conduct that would give rise to strict liability of any kind, that caused the loss. Likewise, VOP's liability for the Addison Person's or Addison Persons' defense costs and attorneys' fees shall be reduced by that portion of the defense costs and

attorneys' fees equal to the Addison Person's or Addison Persons' proportionate share of the negligence, or conduct that would give rise to strict liability of any kind, that caused the loss.

VOP shall promptly advise Addison in writing of any claim or demand against any Addison Person covered by this Article VII of which VOP is aware related to or arising out of VOP's activities under this Agreement and shall see to the investigation and defense of such claim or demand at VOP's sole cost and expense. The Addison Persons shall have the right, at the Addison Persons' option and own expense, to participate in such defense without relieving VOP of any of its obligations hereunder. This defense, indemnity, and hold harmless provision shall survive the termination or expiration of this Agreement.

(b) Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which the City, its officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit.

ARTICLE VIII

RIGHTS OF LENDERS AND INTERESTED PARTIES

8.1 **Notice.** The City is aware that financing for acquisition, development and/or construction of the Village on the Parkway may be provided, in whole or in part, from time to time, by one or more third parties, including, without limitation, lenders, major tenants, equity partners and purchasers or developers of portions of the Property (each an "Interested Party" and, collectively, "Interested Parties"). In the event of default of this Agreement by VOP, the City shall provide a copy of the notice of such event of default at the same time notice is provided to VOP to any Interested Parties previously identified in writing to the City Manager of the City. If any Interested Parties are permitted under the terms of its agreement with VOP to cure the event of default and/or to assume VOP's rights and obligations under this Agreement, the City shall recognize such rights of any Interested Parties and otherwise permit such Interested Parties to assume all of the rights and obligations of VOP under this Agreement, subject, however, to all of the terms, conditions, and provisions of this Agreement, including, without limitation, the provisions of Section 9.5, below.

8.2 **Estoppel.** The City shall, at any time upon reasonable request by VOP or GF III and in form and content acceptable to the City, provide to any Interested Parties an estoppel certificate or other document evidencing (if true) that this Agreement is in full force and effect, that no event of default by VOP or GF III exists hereunder (or, if appropriate, specifying the nature and duration of any existing event of default), and the payment of the Sales Tax Grant. Upon request by any Interested Parties, the City will enter into a separate assumption or similar agreement with such Interested Parties, consistent with the provisions of this Article VIII and this Agreement, which shall be in form and content acceptable to the City.

8.3 Mortgage Protection. This Agreement shall not prevent or limit VOP, in any manner, at VOP's sole discretion, from encumbering the Property or any portion thereof

or any improvement thereon by any mortgage, deed of trust or other security device. The City acknowledges that the lenders providing such financing (singularly and collectively, “Mortgagee”) may require certain agreement interpretations and shall upon request, from time to time, meet with VOP and with representatives of any Mortgagee to discuss any such request for interpretation.

ARTICLE IX **MISCELLANEOUS**

9.1 **Binding Agreement.** The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the parties hereto.

9.2 **No Third Party Beneficiaries.** This Agreement and all of its provisions are solely for the benefit of the parties hereto and do not and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

9.3 **Relationship of Parties.** In connection with this Agreement, VOP is and shall at all times be an independent contractor, and is not and shall not be deemed to be an agent of the City, and nothing herein shall be construed to create a partnership, joint venture, joint enterprise, or agency relationship between the parties. No personnel of VOP shall be deemed under any circumstances to be an agent or employee of the City, nor do such personnel have authority to bind Client by any representation, promise, contract or agreement. No personnel of the City shall be deemed under any circumstances to be an agent or employee of VOP, nor do such personnel have authority to bind VOP by any representation, promise, contract or agreement. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

9.4 **Successors and Assigns.** This Agreement, together with the Note (and only jointly with the Note), may be assigned, transferred, sold, encumbered, hypothecated, pledged, or otherwise conveyed (collectively, “Conveyance”) by VOP or GF III, in any manner whatsoever (including by operation of law or otherwise), without the City’s prior written consent provided the assignor sends to the City, within 10 days of such Conveyance, written notice of such Conveyance including name, address and telephone number of the assignee. Any Conveyance of this Agreement and the Note shall be expressly subject to all of the terms, conditions, and provisions of this Agreement. In the event of any Conveyance, the assignor shall obtain a written agreement (“Assumption Agreement”) from each such assignee, transferee, buyer, pledgee, or other person or entity to whom this Agreement and the Note is conveyed whereby each such assignee, transferee, buyer, pledgee, or other person or entity to whom this Agreement and the Note is conveyed agrees to be bound by the terms and provisions of this Agreement and the Note (and including, without limitation, the provisions of Section 6.1 of this Agreement); the Assumption Agreement shall be in form and content acceptable to the City.

9.5 **Notice.** Any notice, statement and/or report required or permitted to be given or delivered shall be in writing and shall be deemed to have been properly given for all purposes if

sent by certified U.S. Mail, return receipt requested. Addresses for any such notice, statement and/or report hereunder are as follows:

To the City:

Town of Addison, Texas
5300 Belt Line Road
Dallas, Texas 75254
Attn: City Manager

To VOP:

VOP, LP,
2000 McKinney Avenue, Suite 1000
Dallas, TX 75201-3394
Attn: Robert Dozier

TO GF III:

GF III VOP, LP
2000 McKinney Avenue, Suite 1000
Dallas, TX 75201-3394

Attn: Robert Dozier

The names and addresses for the purpose of this Section may be changed by giving notice of such change in the manner herein provided for giving notice. Unless and until such written notice is received the last addresses and addressee stated by written notice, or provided herein if no written notice of change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

9.6 **Entire Agreement.** This Agreement, together with the Note, represents the entire and integrated agreement between the City, VOP and GF III with regard to the matters set forth herein and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of each of the City, VOP and GF III.

9.7 **Governing Law.** This Agreement is subject to the provisions of the Charter of the City to the extent provided by law. This Agreement shall be construed under, governed by and is subject to the laws (including the constitution) of the State of Texas, without regard to choice of law rules, and all obligations of VOP and the City created by this Agreement are performable in Dallas County, Texas. Venue for any suit, action or proceeding under this Agreement shall lie exclusively in Dallas County, Texas. Each party hereby submits to the exclusive jurisdiction of the courts in Dallas County, Texas for purposes of any such suit, action, or proceeding hereunder. Each party waives any claim that any such suit, action, or legal proceeding has been brought in an inconvenient forum or that the venue of that proceeding is improper.

9.8 **Headings.** Article and section headings are for convenience only and shall not be used in interpretation of this Agreement.

9.9 **Legal Construction.** The provisions of this Agreement are severable, and in the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this

Economic Development Incentive Agreement

Page 20 of 19

EAST48228713.2

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8206234v.3

Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

9.10 **Recitals.** The recitals to this Agreement are incorporated herein and made a part hereof for all purposes.

9.11 **Counterparts.** This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

9.12 **Exhibits.** All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

9.13 **Survival of Covenants.** Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination or expiration of this Agreement shall survive termination or expiration.

9.14 **Restrictions on Use of Certain Public Subsidies.** Pursuant to Texas Government Code, Chapter 2264 (entitled “Restrictions on Use of Certain Public Subsidies”), VOP and GF III (together for purposes of this Section 9.15, “GF III”) certify that neither GF III nor any branch, division, or department of GF III knowingly employs, or will employ, an undocumented worker (as the term “undocumented worker” is defined in Section 2264.001 of the said Chapter 2264, Tex. Gov. Code) at or in connection with the Property and the Village on the Parkway. GF III agrees that if, during the term of this Agreement and after it receives any payment or funds from the City pursuant to this Agreement, GF III, or a branch, division, or department of GF III, is convicted of a violation under 8 U.S.C. Section 1324a(f), GF III shall repay the amount of the payment or funds paid by the City to GF III with interest, at the rate of 4% per year, compounded, from the date that the payment was initially made to GF III, not later than the 120th day after the date the City notifies GF III of the violation. Notwithstanding the foregoing, pursuant to Government Code Section 2264.101(c) GF III shall not be liable for a violation by a subsidiary, affiliate, or franchisee of GF III, or by a person with whom GF III contracts.

9.15 **Remedies.** Except as set forth in or otherwise limited by this Agreement, the remedies and rights set forth in this Agreement: (a) are and shall be in addition to any and all other remedies and rights either party may have at law, in equity, or otherwise, (b) shall be cumulative, and (c) may be pursued successively or concurrently as either party may elect. The exercise of any remedy or right by either party shall not be deemed an election of remedies or rights or preclude that party from exercising any other remedies or rights in the future. All waivers must be in writing and signed by the waiving party, and the City’s waiver of any right, or of VOP’s breach, on one or more occasions will not be deemed a waiver on any other occasion. The City’s failure to enforce or pursue any of its rights under or any provision of this Agreement shall not be or constitute a waiver of its rights or provision and shall not prevent the City from enforcing or pursuing that right or provision or any other right under or provision of

Economic Development Incentive Agreement

this Agreement in the future. No custom or practice arising during the administration of this Agreement will waive, or diminish, the City's rights hereunder or to diminish the City's right to insist upon strict compliance by VOP with this Agreement.

9.16 **Authorization.** The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

[balance of page left blank; signature page(s) to follow]

EXECUTED and effective as of the ____ day of _____, 2012.

TOWN OF ADDISON, TEXAS

VOP, L.P.

By: _____
Ron Whitehead, City Manager

By: VOP GP LLC, a Delaware limited liability company, its general partner

By: _____

Typed Name: _____

Title: _____

GF III VOP, LP, a Delaware limited partnership

By: VOP SEC LP, a Texas limited partnership, its general partner

By: VOP SEC GP LLC, a Texas limited liability company, its general partner

By: LO Villages on the Parkway LLC, a Delaware limited liability company, its manager

By: Non-Member Manager, Inc., a Texas corporation, its manager

By: _____
Name:
Title:

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Before me, the undersigned authority, on this day personally appeared Ron Whitehead, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2012.

[SEAL]

Notary Public, State of Texas

Print Name: _____

My commission expires: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Before me, the undersigned authority, 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 [s]he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2012.

[SEAL]

Notary Public, State of Texas

Print Name: _____

My commission expires: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Before me, the undersigned authority, 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 [s]he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2012.

[SEAL]

Notary Public, State of Texas

Print Name: _____

My commission expires: _____

EXHIBIT 1

EXHIBIT 2

Improvements

The following are buildings and other improvements to be constructed (and demolished, as applicable) as a part of the redevelopment of the Property contemplated by this Agreement:

1. Demolition of the buildings highlighted in the page entitled “Village on the Parkway Demolition Plan” attached to this Exhibit 2.
2. Construction of a building containing approximately 32,000 square feet to be occupied by a Specialty Food Store.
3. Construction of an approximately 45,000 square foot building to house the Movie Theater in the location as shown within this Exhibit.
4. Construction of a parking garage.
5. Water system improvements – involving extensions, enlargements, and replacements of existing water system infrastructure, and including improvements in fire lines and fire hydrants– to be installed as needed as determined by VOP.
6. Sanitary sewer system improvements – involving extensions and replacements– to be installed as needed as determined by VOP.
7. Street improvements – includes acquisition by the City of an extension of Sakowitz Drive to the new median opening constructed in Belt Line Road as shown in Exhibit “_”; construction of pavement, curbs and gutters within said extension to be completed by City; a left-turn median opening for westbound Belt Line Road traffic; improved traffic signage– to be installed as needed and as determined by VOP.
8. Storm drainage improvements – to be installed as needed as determined by VOP.
9. Amenities (in the public right-of-way) such as gateway identification, landscaping additions and replacements, and installation of irrigation facilities.
10. Alteration of internal traffic circulation within the Property– to be installed as needed in accordance with the approved site plan.

All improvements, changes, alterations, and modifications to the Property are subject to the prior approval of the City and compliance by VOP and its contractors with all applicable laws, ordinances, rules and regulations.

EXHIBIT 3

[schedule, map of existing trees to be removed]

EXHIBIT 4

Redevelopment Costs

EXHIBIT 5

[Development/redevelopment plans for the Village on the Parkway]

EXHIBIT 6

[attach form of Note]

Council Agenda Item: #WS5

AGENDA CAPTION:

Discussion and consideration of approval of a resolution affirming the appointment of a member of the DART Board of Directors.

FINANCIAL IMPACT:

There is no direct financial impact associated with this item.

BACKGROUND:

This item will be discussed at the council meeting.

RECOMMENDATION:

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

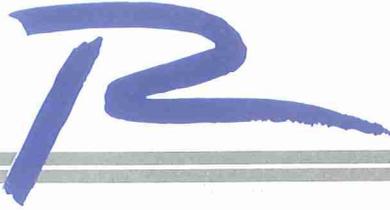
[DART Letter](#)

[Richardson Resolution](#)

Type:

Cover Memo

Backup Material



June 13, 2012

Mr. Ron Whitehead
Town Manager
Town of Addison
P O Box 9010
Addison, TX 75001-9010

RE: DART Board Appointment

Dear Mr. Whitehead:

At their meeting of June 11, 2012 the Richardson City Council approved Resolution No. 12-09 reappointing Gary A. Slagel to the aggregated position of Representative to the DART Board of Directors, which fractional allocation membership is shared with the City of University Park and the Towns of Addison and Highland Park. A copy of Resolution No. 12-09 is enclosed for your files.

We respectfully request your support of Gary A. Slagel for reappointment to the aggregated position of representative to the Dallas Area Rapid Transit Authority Board of Directors and would appreciate receiving a copy of your Resolution for our file.

Thank you again for you continued support.

Respectfully,


Vickie Schmid
Deputy City Secretary

xc: Dan Johnson, City Manager

Encl.

RESOLUTION NO. 12-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS, REAPPOINTING GARY A. SLAGEL TO THE AGGREGATED POSITION OF REPRESENTATIVE TO THE DALLAS AREA RAPID TRANSIT AUTHORITY (“DART”) BOARD OF DIRECTORS, WHICH FRACTIONAL ALLOCATION MEMBERSHIP IS SHARED WITH THE CITY OF UNIVERSITY PARK AND THE TOWNS OF ADDISON AND HIGHLAND PARK; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Transportation Code, Section 452.573, authorizes cities having a fractional allocation for board membership to aggregate their populations in order to appoint a member of the board of the rapid transit authority; and

WHEREAS, the City of Richardson, the City of University Park, and the Towns of Addison and Highland Park have mutually agreed to aggregate population for the selection of a Dallas Area Rapid Transit Authority Board Member; and

WHEREAS, Gary A. Slagel is presently serving in the aggregated position of representative to the DART Board of Directors;

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

SECTION 1. That the City of Richardson, Texas, hereby reappoints Gary A. Slagel as a member of the DART Board of Directors to serve a two (2) year term ending July 1, 2014.

SECTION 2. That the City of University Park and the Towns of Addison and Highland Park having concurred, the City of Richardson, Texas, hereby reappoints Gary A. Slagel to serve on the DART Board of Directors in the aggregated position for the term ending July 1, 2014.

SECTION 3. That this resolution shall become effective immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Richardson, Texas, on this the 11th day of June, 2012.

CITY OF RICHARDSON, TEXAS


MAYOR

APPROVED AS TO FORM:

ATTEST:

 
CITY ATTORNEY CITY SECRETARY
(PGS:6-4-12:TM 55729) Deputy

Council Agenda Item: #WS6

AGENDA CAPTION:

Consideration, discussion and approval of a resolution supporting the appointment of Bruce Arfsten as the alternate representative to the Regional Transportation Council of the North Central Texas Council of Governments.

FINANCIAL IMPACT:

NA

BACKGROUND:

The Regional Transportation Council is a 40 member independent transportation policymaking body which determines how regional transportation funds should be spent. The municipalities of Richardson, Addison, Murphy, Wylie, and Sachse share one representative. With Laura Maczka of Richardson serving as the region representative, Addison can appoint an alternate in case she is unable to serve at any point in the future.

RECOMMENDATION:

NA

COUNCIL GOALS:

Promote Quality Transportation Services

ATTACHMENTS:

Description:

Type:

No Attachments Available