

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

CIVIC CENTER AGREEMENT

This Civic Center Development Agreement (“Agreement”) is made by and between the City of Coppell, Texas (“City”), and Northpoint Hotel Group, LLC, a Texas limited liability company (the “Company”) (collectively the “Parties,” or singularly as a “Party”), acting by and through their respective authorized officers and representatives.

WITNESSETH:

WHEREAS, Chapter 351, Tax Code authorizes the City to expend hotel/motel occupancy tax revenue for the acquisition, lease, construction, improvement, enlarging, maintenance, equipping and operation of a convention center facility which includes civic centers, auditoriums, parking areas and auditoriums, owned or managed by the City; and

WHEREAS, a Civic Center (hereinafter defined) located in a hotel and conference center located in the City, will enhance and promote tourism and the hotel and convention industry and will attract visitors from outside the City into the City or its vicinity; and

WHEREAS, Company owns the land located at 1125 Northpoint, Coppell, Texas, being further described in **Exhibit “A”** (“Land”), and intends to construct or cause to be constructed thereon a Full Service Hotel (hereinafter defined) containing approximately 69,600 gross square feet of space and containing a minimum of one hundred twenty-five (125) guest rooms (the “Hotel”), and not less than twelve hundred (1,200) gross square feet of meeting space attached to the Hotel (the “Conference Center”), and other ancillary facilities such as reasonably required parking and landscaping more fully described in the submittals filed by Company with the City, from time to time, in order to obtain a building permit(s) (collectively the Hotel and Conference Center referred to as the “Improvements” or as the “Hotel and Conference Center”); and

WHEREAS, Company intends to allow the City to use a designated portion of the Conference Center as Civic Center; and

WHEREAS, City intends, as lessee of the Conference Center, to contract with the Company to manage and operate the Civic Center for the City; and

WHEREAS, City has found and determined that the expenditure of hotel/motel occupancy tax revenue for the lease, operation, and management of the designated portion of the Conference Center, as a Civic Center, is authorized by Chapter 351, Tax Code, and will benefit the City; and

WHEREAS, promoting the location of new business enterprises within City will promote economic development, stimulate commercial activity, generate additional sales tax and will enhance the property tax base and economic vitality of City; and

WHEREAS, City has adopted programs for promoting economic development, and this Agreement and the economic development incentives set forth herein are given and provided by City pursuant to and in accordance with those programs; and

WHEREAS, the waiver of roadway impact fees and building inspection fees as set forth herein furthers economic development in City and conforms to the programs adopted by City for promoting economic development in City and will enhance the drainage system of the City; and

WHEREAS, City is authorized by Article III, Section 52-a of the Texas Constitution and Texas Local Government Code Chapter 380 to provide economic development grants to promote local economic development and to stimulate business and commercial activity in City; and

WHEREAS, City has determined that making an economic development grant consisting of the waiver of roadway impact fees and building inspection fees as set forth herein to Company in accordance with City's economic development program will (i) further the economic development objectives of City; (ii) benefit City and City's inhabitants; and (iii) promote local economic development and stimulate business and commercial activity in City; and

WHEREAS, City Council does hereby approve this Agreement as a program for making an economic development grant to Company for the purpose of stimulating and maintaining its commercial activity within City, and to promote the generation of sales tax, the enhancement of the property tax base, and to maintain and increase the economic vitality of City and to provide for enhancements to the entire City drainage system;

NOW THEREFORE, in consideration of the foregoing, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Article I
Findings and Determinations**

The City Council hereby finds and determines that: (i) City is authorized to enter into this Agreement; (ii) Chapter 351, Tax Code authorizes the expenditure of City hotel/motel occupancy tax revenue for the lease, operation and management of the Conference Center; (iii) the use and management of the Conference Center as a municipal civic center is authorized by Chapter 351, Tax Code and will enhance and promote tourism and the hotel and convention industry and will attract visitors from outside the City into the City or its vicinity; and (iv) the City is authorized to contract for the management of the Conference Center for use as a civic center.

**Article II
Term**

The term of this Agreement ("Term") shall commence on the Effective Date and shall continue until the Expiration Date, unless sooner terminated.

Article III

Definitions

Wherever used in this Agreement, the following terms shall have the meaning ascribed to them unless the context clearly indicates otherwise:

“Affiliate” shall mean any entity under the common control or ownership of Company or its parent company.

“Approved Franchise” shall mean franchise agreements with Approved Franchisor whereby the Company is permitted to operate the Hotel and Conference Center using the name and reservation system of the Approved Franchisor.

“Approved Franchisor” shall mean national or international hotel franchisors, for a specific hotel product, approved by the City; provided, however, that the City shall not unreasonably withhold its consent to a franchisor of a Hotel and Conference Center, and which is one of the five (5) largest national or ten (10) largest international hotel chains as of such date. The City has approved Holiday Inn as the initial Approved Franchisor.

“Bankruptcy or Insolvency” shall mean the dissolution or termination of the Party’s existence, insolvency, employment of a receiver for any part of Company’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors or the commencement of any proceedings under any bankruptcy or insolvency laws by or against the Party and such proceedings are not dismissed within ninety (90) days after the filing thereof.

“Casualty” shall mean the Improvements are wholly or partially destroyed by fire, earthquake, flood or similar casualty that renders the Improvements unfit for the intended purpose.

“City” shall mean the City of Coppel, Texas.

“Civic Center” shall mean the use of designated portions of the Conference Center by the City for use as a municipal civic center pursuant to Tax Code Chapter 351 as set forth in Section 5.3.

“Commencement Date” shall mean the later of: (i) the date the first final permanent certificate of occupancy is issued by the City for the Hotel and Conference Center; and (ii) the date the Hotel and Conference Center are open for business and serving the citizens of the City and its visitors.

“Commencement of Construction” shall mean that: (i) the plans have been prepared and all approvals thereof and permits with respect thereto required by applicable governmental authorities have been obtained for construction of the Improvements; (ii) all necessary permits for the construction of the Improvements on the Land, pursuant to the respective plans therefore having been issued by all applicable governmental authorities; and (iii) grading of the Land or the construction of the vertical elements of the Improvements has commenced.

“Company” shall mean Northpoint Hotel Group, LLC, a Texas limited liability company.

“Completion of Construction” shall mean: (i) substantial completion of the Improvements; and (ii) a final certificate of occupancy has been issued for the Company’s occupancy of the Improvements.

“Conference Center” shall mean that portion of the Improvements dedicated and used as a full service, upscale, conference center containing not less than twelve hundred (1,200) gross square feet of conference space.

“Effective Date” shall mean the last date of execution of this Agreement.

“Expiration Date” shall mean the seventh (7th) anniversary date of the Commencement Date.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the Party), fires, explosions or floods, strikes, slowdowns or work stoppages.

“Hotel” shall mean a Select Service Hotel containing approximately 69,600 gross square feet of space and containing a minimum of one hundred twenty-five (125) guest rooms.

“Hotel Occupancy Tax” or “HOT” shall mean the City’s receipt of tax imposed by the City pursuant to Chapter 351, Tax Code, as amended, on a person who, under a lease, concession, permit, right of access, license, contract or agreement pays for the use or possession or possession of a sleeping room in the Hotel during the calendar year immediately preceding each Rent payment date.

“Hotel Tax Report” shall have the same meaning assigned by Tax Code, Chapter 156.151, or if such report is not available then a written certificate or statement authenticated by an appropriate management official of the Company that contains the amount of Hotel Occupancy Tax collected by the Company and paid to the City and to the State Comptroller, or its successor, for the preceding calendar quarter. Such report shall include the total amount of the payments made for sleeping rooms at the Hotel and Conference Center during the preceding reporting period; and the amount of the HOT collected by the Hotel and Conference Center during the preceding reporting period.

“Impositions” shall mean 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 Improvements, the Company, of Company Affiliate, the then owner or operator of the Improvements or any property or any business owned by Company and/or Company Affiliates within the City.

“Improvements” or “Hotel and Conference Center” shall mean collectively, the Hotel and attached Conference Center further described as a Select Service Hotel containing approximately 69,600 gross square feet of space and containing a minimum of one hundred twenty-five (125) guest rooms, and not less than twelve hundred (1,200) gross square feet of meeting space, and other ancillary facilities such as reasonably required parking and landscaping more fully described in the submittals filed by Company with the City, from time to time, in order to obtain a building permit(s).

“Land” means the real property described in **Exhibit “A”**.

“Lease Term” mean two (2) consecutive periods of twelve (12) months beginning on the Commencement Date.

“Premises” shall mean the Land and the Improvements following construction thereof.

“Related Agreement” shall mean any agreement, other than this Agreement, by and between the City and the Company, its parent company, and any affiliated or related entity controlled or owned by Company, or its parent company.

“Rent” shall mean for years 1 and 2 of the Lease Term an amount equal to one hundred percent (100%) of the maximum amount allowed by law of the Hotel Occupancy Tax.

“Required Use” shall mean the operation of the Hotel and Conference Center, and related amenities, open to the public and serving the adjacent business community and the citizens of the City, under and in accordance with the standards of an Approved Franchise.

“Select Service Hotel” shall have the same meaning assigned by the City Comprehensive Zoning Ordinance, as amended.

Article IV Hotel and Conference Center

4.1 **Construction of Hotel and Conference Center.** Company shall, subject to events of Force Majeure, cause Commencement of Construction of the Hotel and Conference Center to occur on or before May 31, 2019; and subject to events of Force Majeure, cause Completion of Construction of Hotel and Conference Center to occur on or before December 31, 2020.

4.2 **Inspection/Access.** The City, its agents and employees, shall have the right of reasonable access to the Hotel and Conference Center during construction to inspect the Hotel and Conference Center, at reasonable times during normal business hours and with reasonable notice to Company and in accordance with their visitor access and security policies, in order to insure that the construction is in accordance with this Agreement and all applicable state and local laws and regulations (or valid waiver thereof).

4.3 Casualty and Condemnation.

(a) If the Hotel and Conference Center are damaged partially or destroyed by Casualty, regardless of the extent of the damage or destruction, Company shall, subject to events of Force Majeure and the availability of adequate insurance proceeds, within two hundred seventy (270) days from the date of such Casualty commence to repair, reconstruct or replace the damaged or destroyed portion of the Hotel and/or Conference Center, as applicable, and pursue the repair, reconstruction, or replacement with reasonable diligence so as to restore the Hotel and Conference Center to substantially the condition it was in before the Casualty. In the event, Company fails to timely repair, restore or reconstruct the Hotel and Conference Center and complete the same within eighteen (18) months from the date Company commences the restoration work, this Agreement and the City's obligation to pay any Rent shall terminate. The City shall not be obligated to pay Rent during any period for the repair, restoration or reconstruction of the Hotel and Conference Center.

(b) If the Hotel and Conference Center or any material portion thereof is taken for public or quasi-public purposes by condemnation as a result of any action or proceeding in eminent domain, or transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain, this Agreement and the City's obligation to pay any Rent shall terminate.

4.4 Required Use. Beginning on the Commencement Date, and continuing thereafter until the Expiration Date, or earlier termination, the Hotel and Conference Center shall not be used for any purpose other than the Required Use and the Company shall not allow the operation of the Hotel and Conference Center in conformance with the Required Use to cease for more than thirty (30) days, except: (i) in connection with and to the extent of an event of Casualty or Force Majeure, and (ii) except in connection with any cessation of not more than ninety (90) days that is due to a change in the Approved Franchisor.

Article V Civic Center

5.1 Lease. In consideration of the covenants, agreements and conditions set forth herein, Company does hereby lease, let, demise and rent, for the Lease Term and City does hereby rent and lease from Company for the Lease Term, the Civic Center for the Civic Center Use (as defined in Section 5.3 (b) of this Agreement).

5.2 Rent.

(a) Subject to the continued satisfaction of the terms and conditions of this Agreement by the Company and provided the Company has timely caused Commencement and Completion of Construction of the Hotel and Conference Center to occur the City shall, during the Lease Term, pay to Company or to such person or entity as Company shall designate in writing, Rent, for the use and occupancy of the Civic Center, and as consideration for Company's management of the Civic Center for the City. Rent shall be paid on an annual basis within sixty (60) days after the end of each of the two (2) consecutive twelve (12) month periods following the Commencement Date. Any payment made by the City hereunder is limited to the extent of the lawfully available

funds from the City's receipts from the collection of the Hotel Occupancy Tax revenue imposed pursuant to Chapter 351, Tax Code attributable to the occupancy of sleeping rooms at the Hotel.

(b) The obligation of the City to pay Rent shall be conditioned upon the compliance and satisfaction of the terms and conditions of this Agreement by Company and each of the following:

- (i) Good Standing. Company shall not have an uncured breach or default of this Agreement or a Related Agreement.
- (ii) Required Use. During the Term of this Agreement following the Commencement Date and continuing thereafter until the Expiration Date, or earlier termination, the Hotel and Conference Center shall not be used for any purpose other than the Required Use, and that Company shall not allow the use and operation of the Hotel and Conference Center in conformance with the Required Use to cease for more than thirty (30) days, except (i) in connection with, and to the extent of an event of Force Majeure, or (ii) in connection with any cessation of not more than ninety (90) days that is due to a change in the Approved Franchisor.
- (iii) Hotel Tax Reports. Company shall have timely delivered the Hotel Tax Reports to the City for the applicable calendar year as provided by Section 5.5; and
- (iv) Receipt of HOT. City shall have received HOT for the applicable calendar year.

5.3 Conditions of Use.

(a) Company Exclusive Use. Company shall have exclusive use of the Hotel and Conference Center, except the City may use the Civic Center portion of the Conference Center for Civic Center Use as set forth in this Section 5.3.

(b) Civic Center Use. As consideration for the Rent City shall, without charge or expense, be entitled to the use of the main ballroom and the meeting rooms at least six (6) times (each such use not to exceed two (2) consecutive days unless otherwise agreed by the Parties) each calendar year upon ninety (90) days prior written notice, and at additional times as may be agreed by the Parties when available ("Civic Center Use"). All other uses, if any, of the Conference Center by the City shall be at times mutually approved by Company and the City. Any food and beverage, set up, cleaning or other agreed services shall be charged to the City at Company's direct cost to provide the same. Civic Center Use must conform to the Approved Franchise uses, except that the City is not required to use the food and beverage services of the Hotel and Conference Center during Civic Center Use, and may cater food and beverages during periods of Civic Center Use.

(c) Civic Center Standards. Company shall equip and furnish the Civic Center portion of the Conference Center in such manner that it is readily useable by the City as a municipal civic center for the booking of business conventions, meetings, and similar activities. Company shall keep and maintain the Conference Center in a good state of appearance and repair (except for

reasonable wear and tear) at Company's own expense. City shall be responsible for, and pay for any damages to, the Civic Center and/or the Conference Center, or promptly repair any such damages that occur during the City's use of the Conference Center.

5.4 Management Duties. The Company shall maintain, manage and operate the Civic Center on behalf of the City. The Company will cause the Civic Center to be operated and maintained according to this Agreement. The Company agrees to provide management services at least equal to those provided for comparable facilities in the DFW Metroplex.

5.5 Hotel Tax Report. Company shall provide, or cause the Hotel Operator to provide, the City with a Hotel Tax Report within thirty (30) days after the end of each calendar month beginning with the thirtieth (30th) day immediately following the last day of the month in which the Commencement Date occurs and continuing thereafter on the thirtieth (30th) day after each calendar month during the Lease Term. The Hotel Tax Report shall be accompanied by a copy of the Hotel and Conference Center report required to be submitted to the Comptroller of the State of Texas, or its successor, pursuant to Texas Tax Code Section 156.151. For purposes of payment of Rent pursuant to this Agreement only and for no other purpose, if the Hotel Tax Report is not submitted within one hundred eighty (180) days after the date the respective report is due, then Company is deemed to have forfeited payment of Rent by the City for the period to which the undelivered report relates. The City shall not be required to pay any Rent for any calendar year during the Lease Term for so long as the City has not received Hotel Occupancy Tax in full for such period.

5.6 Hotel Tax Records. The Company shall keep and maintain accurate records of the Hotel Occupancy Tax collected by the Company and paid to the City, and to the State Comptroller, or successor agency, during the term of this Agreement that is paid by the occupant of each sleeping room in the Improvements. Such records shall include, but not be limited to, at a minimum, guest folios, tax exemption certificates, and any original documents such as posting ledgers and rate and stay adjustment reports. These records may be retained in any retrievable format, including but not limited to micro form; shall be maintained for a period of not less than five (5) years; and shall be available for inspection upon request by any employee, agent, officer or representative of the City at all reasonable times. Any adjustments or allowances made or granted shall be reported to the City on a form prescribed by the City.

5.7 Hotel Records Inspection; Annual Audit. The City shall have the right to audit the books and records of Company pertaining to the operation of the Hotel and Conference Center and any operator thereof during normal business hours upon prior written notice thereof to determine the correctness of the Hotel Tax Reports or the amount of taxes due City and/or State of Texas under Texas Tax Code Chapter 351 and/or 156. Company agrees to pay the cost of an annual audit of the Hotel Tax Records to be performed by an independent party selected by the City. Company shall cause the Hotel Operator to cooperate with the City with any such audit.

Article VI

Termination; Repayment

6.1 Termination. This Agreement terminates upon any one or more of the following:

- (a) by written agreement of the Parties;
- (b) at 11:59 pm Dallas, Texas, time on the Expiration Date;
- (c) upon written notice by either Party in the event the other Party breaches any of the terms or conditions of this Agreement or a Related Agreement and such breach is not cured within sixty (60) days after written notice thereof in accordance with this Agreement;
- (d) upon written notice by the City, if Company suffers an event of Bankruptcy or Insolvency;
- (e) upon written notice by the City, if any Impositions owed to the City or the State of Texas by Company shall become delinquent after thirty (30) days written notice is delivered pursuant to this Agreement (provided, however, Company retains the right to timely and properly protest and contest any such Impositions);
- (f) upon written notice by either Party, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement in whole, but not in part, invalid, illegal or unenforceable; or
- (g) upon written notice by either Party, if any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

6.2 In the event this Agreement is terminated by the City pursuant to Section 6.1 (c), (d), (e), or (f), the City shall be relieved of any further obligation to pay any Rent to the Company and Company shall immediately pay to City an amount equal to the Rent previously paid by City to Company, as of the date of termination, and the amount of the Impact Fee Waiver and Building Inspection fee Waiver, plus interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank reasonably selected by City) as its prime or base commercial lending rate, which shall accrue from the dates of the payment of Rent, as the case may be, until paid.

6.3 Right of Offset. City may, at its option and upon written notice to Company, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully thirty (30) days past due to City from Company and/or any Company Affiliate, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement, or otherwise, and regardless of whether or not the debt due City has been reduced to judgment by a court.

Article VII Miscellaneous

7.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto.

7.2 Limitation on Liability. It is understood and agreed between the Parties that the Company and City, in satisfying the conditions of this Agreement, have acted independently, and the City assumes no responsibilities or liabilities to third parties in connection with these actions.

7.3 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture between the Parties.

7.4 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered:

If intended for City, to:

Attn: City Manager
City of Coppell, Texas
P. O. Box 478
Coppell, Texas 75019

With a copy to:

Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower
500 N. Akard
Dallas, Texas 75201

If intended for Company:

Attn: Raj Akula
Northpoint Hotel Group, LLC
768 Lexington Avenue
Coppell, Texas 75019

With a copy to:

7.5 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

7.6 Severability. In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the Parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

7.7 Governing Law. This Agreement shall be governed by the laws of the State of Texas without regard to any conflict of law rules. Exclusive venue for any action under this Agreement shall be the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

7.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

7.9 Entire Agreement. This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to the matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the Parties to be attached to and made a part of this Agreement.

7.10 Recitals. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

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

7.12 Amendment. This Agreement may only be amended by the mutual written agreement of the Parties.

7.13 Legal Construction. 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 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.

7.14 Assignment. This Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. This Agreement may not be assigned by the Company without the prior written consent of the City Manager. Notwithstanding the foregoing, the Company, may upon thirty (30) days prior written notice to City, assign this Agreement to an Affiliate in connection with the sale and transfer of the Premises to an Affiliate provided: (i) the Improvements remain subject to an Approved Franchise; and (ii) such assignee executes and delivers to City a written assumption, in a form and substance reasonably approved by City, of all of the obligations of Owner under this Agreement.

7.15 Right of Offset. The City may, at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the City from the Company, regardless of whether the amount due arises pursuant to the terms of this Agreement or otherwise and regardless of whether or not the debt due the City has been reduced to judgment by a court.

7.16 Employment of Undocumented Workers. During the term of this Agreement, the Company agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), the Company shall repay the taxes abated herein, and any other funds received by the Company from the City as of the date of such violation within 120 days after the date the Company is notified by the City of such violation, plus interest at the rate of 4% compounded annually from the date of violation until paid.

(Signature page to follow)

EXECUTED on this _____ day of _____, 2018.

CITY OF COPPELL, TEXAS

By: _____
Mike Land, City Manager

ATTEST:

By: _____
Christel Pettinos, City Secretary

Approved as to Form:

By: _____
City Attorney

EXECUTED on this _____ day of _____, 2018.

NORTHPOINT HOTEL GROUP, LLC

By: _____
Suketu B. Patel, Manager

Exhibit "A"
(Legal Description of the Land)

Lots 1R2R and 1R3, Block 1 of the Northpoint Addition (5.253 acres)