

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPELL, TEXAS, APPROVING RESTRICTION AGREEMENT AND A PURCHASE AND SALE AGREEMENT BY AND BETWEEN THE CITY OF COPPELL, TEXAS AND RSC INVESTMENT MANAGEMENT, LLC FOR REAL PROPERTY DESCRIBED AS LOT 2, BLOCK A, OLD TOWN WATER TANK/OFFICE ADDITION AN ADDITION TO THE CITY OF COPPELL, DALLAS COUNTY, TEXAS IN THE AMOUNT OF \$10,650.00; WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT “A” AND “B” RESPECTIVELY; AUTHORIZING THE MAYOR AND CITY MANAGER TO APPROVE AGREEMENTS AND EXECUTE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Coppel (“City”) owns real property described as Lot 2, Block A, Old Town Water Tank/Office Addition, an addition to the City of Coppel; and

WHEREAS, the City desires to enter into a Purchase and Sale Agreement with RSC Investment Management, LLC for the purchase of said real property; and,

WHEREAS, the City Council of the City of Coppel finds it to be in the public interest to enter into said agreement.

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

SECTION 1. That the City Council of the City of Coppel, Texas, hereby approves the Restriction Agreement by and between the City of Coppel, Texas and RSC Investment Management, LLC, which is attached hereto and incorporated herein as Exhibit “A”.

SECTION 2. That the City Council of the City of Coppel, Texas, hereby approves the Purchase and Sale Agreement by and between the City of Coppel, Texas and RSC Investment Management, LLC in the amount of \$10,650.00, which is attached hereto and incorporated herein as Exhibit “B”; and authorizes the Mayor and the City Manager to approve the sale and execute necessary documents.

SECTION 3. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Coppel, Texas, on the _____ day of February, 2024

APPROVED:

WES MAYS, MAYOR

ATTEST:

ASHLEY OWENS, CITY SECRETARY

APPROVED AS TO FORM:

ROBERT E. HAGER, CITY ATTORNEY

Exhibit "A"
Form of Restriction Agreement

WHEN RECORDED RETURN TO:

City of Coppell, Texas
Attn: City Secretary
255 Parkway Blvd.
Coppell, Texas 75019

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

STATE OF TEXAS	§	
	§	
COUNTY OF DALLAS	§	RESTRICTION AGREEMENT

This **RESTRICTION AGREEMENT** ("**Restriction Agreement**") is made and entered into as of the Effective Date by and between the **City of Coppell** ("**City**"), a Texas home rule municipality, and **RSC Investment Management, LLC**, ("**Developer**"), a Texas limited liability company (City and Developer sometimes hereafter collectively referred to as "**Parties**" or separately as "**a Party**" or "**the Party**")

RECITALS

WHEREAS, as of the Effective Date, pursuant to the Purchase Agreement, Developer has purchased the Property from City; and

WHEREAS, City has, as a condition of the conveyance of the Land to Developer, restricted the use of the Property and required Developer to develop the Property with the Improvements in accordance with the terms and conditions set forth herein; and

WHEREAS, pursuant to the Purchase Agreement, City provided the Purchase Grant to Developer; and

WHEREAS, the sale of the Property by City to Developer was conducted pursuant to Tex. Govt. Code §253.0125 which exempts the sale of property by a city from the requirement of seeking sealed bids as required by Tex. Loc. Govt. Code §272.001(a) or listing property with a real estate broker on multiple listing service for 30 days prior to accepting an offer to purchase to property as required by Tex. Loc. Govt. Code §253.008; and

WHEREAS, Tex. Loc. Govt. Code §253.0125(c) requires the consideration for a transfer of property pursuant to Tex. Loc. Govt. Code §253.0125 to be in the form of an agreement between the parties that requires the purchaser to use the property in a manner that primarily promotes a public purpose of the municipality relating to economic development, which agreement must include provisions under which the municipality is granted sufficient control to ensure that the public purpose is accomplished and the municipality receives the return benefit; and

WHEREAS, the Parties desire to enter into this Restriction Agreement for the purpose of complying with the provisions of Tex. Loc. Govt. Code §253.0125(c).

NOW, THEREFORE, in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Article I Property Subject to Declaration

The Property shall be owned, held, leased, transferred, sold, mortgaged and/or conveyed by Developer and any subsequent owners of all or any part of the Property (as hereinafter defined) for the term specified in Section 4.2, subject to the terms of this Restriction Agreement.

Article II Definitions

For purposes of this Restriction Agreement, the following words and phrases shall have the following meanings unless the context clearly indicates a different meaning:

“City Manager” means City’s City Manager and such other person employed by City to whom the City Manager delegates the authority to provide such approvals, consents, notices, and other actions on behalf of City as provided in this Restriction Agreement.

“Completion of the Project” means the installation of the Project is completed and approved by the City Manager.

“Developer” means RSC Investment Management, LLC, a Texas limited liability company, and its successors and assigns.

“Effective Date” means the date this Restriction Agreement is signed by the Parties.

“Force Majeure” means 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, City delay of permits or other approvals, government or de facto governmental action (unless caused by acts of omissions of the Party), fires, explosions or floods, strikes, slowdowns or work stoppages, adverse weather conditions, transportation delays or difficulties, shortages of materials or labor, financial institution shutdowns, epidemic or pandemic, electronic funds transfer delays or difficulties, and economic disruptions.

“Project” means improvement of the Property with landscaping and hardscaping so the Property becomes usable as (i) a passive recreational open space area accessible to residents, business owners, and visitors to the “Old Town Coppell” development and (ii) a location for “pop-up” vendors and other uses reasonably promoting economic development activities within the development that are otherwise permitted in accordance with zoning regulations applicable to the Property (iii) a minimum of 100sf of flower beds, two (2) four foot benches and timber hardscaping delineating the vendor “pop-up” area. .

“Property” means the real property described as Lot 2, Block A, Old Town Water Tank/Office Addition, an addition to the City of Coppell, Dallas County, Texas, according to the plat thereof recorded as Instrument No. 201200115455, Map Records, Dallas County, Texas.

“Purchase Agreement” shall mean that certain ***Purchase and Sale Agreement***, as amended or assigned, by and between City and Developer, dated _____, 2024, relating to the sale of the Property by City to Developer.

“Required Use” means the use of the Property for the Project and/or any other use approved in writing by City that primarily promotes a public purpose of City relating to economic development.

Article III Completion of the Project

3.1 Time for Completion of the Project. Subject to Section 3.2, below, Developer shall take all reasonable and necessary steps and obtain all required approvals from City to cause Completion of the Project not later than the first anniversary of the Effective Date.

3.2 Force Majeure. In the event of Force Majeure, Developer shall have such additional time to cause Completion of the Project so long as Developer is diligently and faithfully pursuing the same.

3.3 City Remedies. If Completion of the Project has not occurred on or before the date required by Section 3.1 (as extended in accordance Section 3.2, if applicable), not later than thirty (30) days after delivery of written demand by City to Developer (the “**Refund Demand**”), Developer shall reimburse to City the amount of the Purchase Grant plus interest accrued on said amount at the annual rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever ceases to exist or ceases to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by City) as its prime or base commercial lending rate) from the Effective Date until the Purchase Grant plus interest is reimbursed; provided, however, such reimbursement shall not be required if Developer has caused Completion of the Project to occur prior to the date City delivers the Refund Demand to Developer.

Article IV Restrictions

4.1 Use of Property. Unless authorized in writing by City, no building or other improvements shall be constructed, reconstructed, erected, altered, placed on, or demolished and removed from, any portion of the Property if it in anyway impacts the Project and its intended purpose of reasonably promoting economic development activities within the development ,In addition to the Project, Developer may construct a fence around the perimeter of the Property that does not prevent the Project from being visible from the adjacent public street.

4.2 Term of Restrictions. The restrictions set forth in Section 4.1, above, shall commence on the Effective Date and continue thereafter indefinitely; provided, however, if Developer causes Completion of the Project as required by this Restriction Agreement, this Restriction Agreement, including the restrictions set forth in Section 4.1, above, shall expire of the fifth (5th) anniversary of the date of Completion of the Project.

Article V Miscellaneous

5.1 Enforcement. City shall have the right, but not the obligation, to enforce this Restriction Agreement and any covenants and restrictions contained herein, as the same may be amended as herein provided. Subject to the limitation set forth in Section 4.1, above, enforcement of the provisions set forth

in Section 4.1 contained herein may be exercised after failure of any person or persons violating or attempting to violate any covenants or restrictions to cure such violation or breach within a thirty (30) day notice periods after receipt of written notice thereof, by proceeding at law or in equity, against any person or persons violating or attempting to violate any covenants or restrictions, to restrain violation or to recover damages, and failure to enforce any covenant, restriction or condition shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. This Restriction Agreement is not intended to restrict the rights of the City Council of the City of Coppell to exercise its legislative duties and powers insofar as the Property is concerned. For further remedy, Developer, for itself, its successors, and assigns agrees that City may withhold building permits, development approvals, certificates of occupancy and/or final inspection necessary for the lawful use of any portion of the Property not then in compliance with the Required Use. The rights of City under this Restriction Agreement may not be waived or released except pursuant to an amendment or termination approved in accordance with the provisions hereof, except by expiration of the Term.

5.2 Amendment. No amendment or termination of this Restriction Agreement shall be effective unless and until approved by Developer and City; provided, however, City may, without the consent of Developer, terminate and release the restrictions set forth in Section 4.1. If Developer or a subsequent owner of the Property desires to change, amend or alter the covenants, conditions or restrictions as set forth herein, Developer, or subsequent owner, as the case may be, shall file a written application for such change or amendment with City, which may approve or deny such request at its sole discretion. Any change or amendment approved by City shall not be effective unless and until an instrument executed by City's Mayor or City Manager is recorded in the Official Public Records in the office of the Dallas County Clerk in accordance with this Section 5.2.

5.3 Notices. All notices, requests, demands or other communications required or permitted hereunder shall be in writing and shall be deemed to have been fully and completely made when given by hand, by confirmed facsimile transmission, by overnight delivery by Federal Express or other reliable courier or the mailing of such by registered or certified mail, addressed as follows:

If intended for City, to:

City of Coppell
Attn: City Manager
255 Parkway Blvd.
Coppell, Texas 75019

With a copy to:

Robert E. Hager
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
500 North Akard, Suite 1800
Dallas, Texas 75201

If intended for Developer, to:

RSC Investment Management, LLC
Attn: Rory N. Carrick, Director
123 Lodge Road
Coppell, Texas

Any Party may at any time and from time to time by notice in writing to the other Party hereto change the name or address of the person to whom notice is to be given as hereinbefore provided.

5.4 Successors and Assigns. This Restriction Agreement shall bind, and inure to the benefit of, the Parties and their respective successors and assigns.

5.5 Governing Law. This Restriction Agreement is entered into and is intended to be performed in the State of Texas, and the validity, enforceability, interpretation and construction hereof shall be determined and governed by the laws (other than conflict of laws provisions) of the State of Texas. Venue for any action under this Restriction Agreement shall be in the state district court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

5.6 Recording. The Parties agree that City may record this Restriction Agreement in the Official Public Records in the office of the Dallas County Clerk. City agrees to execute and file a release of this Restriction Agreement in said records upon request of Developer after the expiration or termination of this Restriction Agreement.

5.7 Covenants Run with the Property. This Restriction Agreement and the restrictions, covenants, and conditions set forth herein are for the purpose of protecting the value and desirability of the Property and accomplishing certain public purposes of the City of Coppell and, consequently, shall run with the Property and be binding on Developer and all parties having all right, title, or interest in the Land, in whole or in part, and their heirs, successors and assigns. These covenants, conditions and restrictions shall be for the benefit of the City of Coppell, Texas. This Restriction Agreement is binding upon Developer and each and every subsequent owner, tenant, subtenant, licensee, manager, and occupant of all or any portion of the Property, but only during the term of such party's ownership, tenancy, license, management or occupancy of the Property, for which such party shall remain liable and shall be binding upon and inure to the benefit of City and its successors and assigns. It is expressly understood and agreed that acceptance of title to all or a portion of the Property shall automatically, and without further acknowledgement or confirmation from the owner, constitute such owner's assumption of the obligations of Developer hereunder.

5.8 Severability. Invalidation of any one of these covenants, conditions, or restrictions by judgment or court order shall in no way affect any other provisions, and all other provisions shall remain in full force and effect.

5.9 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and no statement, promise, representation, or modification hereof by any person, if any, and whether oral or written, shall be binding upon any Party.

5.10 Counterparts. This Agreement may be executed by the Parties in separate counterparts; each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of the Parties.

5.11 Employment of Undocumented Workers. During the term of this Restriction Agreement, Developer agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), Developer shall repay the amount of the Purchase Grant and any other funds received by Developer from City as of the date of such violation within one hundred twenty (120) days after the date Developer is notified by City of such violation, plus interest at the set forth in Section 3.3 until paid. Developer is not liable for a violation of this Section 5.11 in relation to any workers employed by a subsidiary, affiliate, or franchisee of Developer or by a person with whom Developer contracts.

(Signatures on Following Page)

City's Signature Page

SIGNED AND AGREED on this _____ day of _____, 2024.

CITY OF COPPELL, TEXAS

[EXHIBIT ONLY – DO NOT SIGN]

By: _____
Michael Land, City Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Acknowledged before me, the undersigned authority, this _____ day of _____, 2024, by Michael Land, City Manager of City of Coppell, a Texas home rule municipality, on behalf of said municipality.

[EXHIBIT ONLY – DO NOT SIGN]

Notary Public, State of Texas

My Commission expires:

Developer's Signature Page

SIGNED AND AGREED on this _____ day of _____, 2024.

RSC Investment Management, LLC, a Texas limited liability company

By: RS Living Trust, Dated May 31, 2023, its member

[EXHIBIT ONLY – DO NOT SIGN]

By: _____

Name: _____

Title: Trustee

**STATE OF TEXAS §
 §
COUNTY OF DALLAS §**

This instrument was acknowledged before me on the _____ day of _____, 2024, by _____, Trustee of the RS Living Trust, dated May 31, 2023, and member of RSC Investment Manager, LLC, a Texas limited liability company, for and on behalf of said company.

[EXHIBIT ONLY – DO NOT SIGN]

Notary Public, State of Texas

My Commission expires:

EXHIBIT B

PURCHASE AND SALE AGREEMENT
(with Chapter 380 Grant)

This **Purchase and Sale Agreement** (“**Agreement**”) to buy and sell real property is entered between Seller and Purchaser as identified below and is effective on the date set forth in Section 16(e) (“**Effective Date**”). Seller and Purchaser are referred to herein collectively as “the Parties” and sometimes separately as “Party.”

Seller: City of Coppell, a Texas home rule municipality

Seller’s Address: Attn: Michael Land, City Manager
255 Parkway Blvd.
Coppell, Texas 75019

Phone: (972) 304-3618
E-mail: mland@coppelltx.gov

Seller’s Attorney: Robert E. Hager
Kevin B. Laughlin
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard, Suite 1800
Dallas, Texas 75201

Phone: (214) 965-9900
E-mail: rhager@njdhs.com
klaughlin@njdhs.com

Seller’s Broker: None

Purchaser: RSC Investment Management, LLC, a Texas limited liability company

Purchaser’s Address: Attn: Rory N. Carrick, Director
123 Lodge Road
Coppell, Texas

Phone: (214) 502-2699
E-mail: roryncarrick@gmail.com

Purchaser’s Attorney: N/A

Purchaser’s Broker/Agent: None

Property:	The real property described as Lot 2, Block A, Old Town Water Tank/Office Addition, an addition to the City of Coppell, Dallas County, Texas, according to the plat thereof recorded as Instrument No. 201200115455, Map Records, Dallas County, Texas; together with all improvements, fixtures, and personal property located thereon, and all (i) strips and gores between said tract and abutting properties, (ii) land lying in or under the bed of adjacent streets, alleys, roads or rights of way, (iii) easements or rights of way appurtenant to or otherwise benefitting said tract, (iv) utility capacities, commitments, reservations and other rights and capacities (including but not limited to stormwater detention rights) related to said tract, (v) all permits and approvals relating to said tract, (vi) all development rights relating to said tract, (vii) all rights to credits, refunds and reimbursements associated with said tract, (viii) all water and drainage rights associated with said tract, (ix) all reversionary rights related to said tract, and (x) all other rights and appurtenances of any kind related to said tract, but subject to the Permitted Exceptions.
Restriction Agreement:	That certain Restriction Agreement by and between Seller and Purchaser attached hereto as <u>Exhibit "A"</u> , subject, however, to such modifications as may be reasonably requested by any lender providing financing with respect to the Property, provided such modifications do not require the Seller to subordinate its rights under the Restriction Agreement to such lender.
Title Company:	Republic Title of Texas, Inc. Attn: Amy Castro, Senior Vice-President/Escrow Officer 2626 Howell Street, 10th Floor Dallas, Texas 75204 Phone: (214) 855-8897 Fax: (214). 516-2541 E-Mail: acastro@republictitle.com
Inspection Period:	The period commencing on the Effective Date and ending on the thirtieth (30 th) day after Purchaser's receipt from Seller and/or Title Company of Seller's survey, environmental reports, and the Title Commitment as provided in Section 2(a) and the Phase I Environmental Report, unless extended as provided herein.
Entitlement Period:	N/A
Earnest Money:	\$500, to be delivered to the Title Company not later than the fifth (5 th) business day after the Effective Date, which shall be applied to the Purchase Price at Closing, \$100.00 of which shall constitute the Option Fee.
Option Fee:	\$100.00, which amount shall be the non-refundable portion of the Earnest Money (except as may be otherwise expressly provided in this Agreement) and will be distributed to Seller upon any termination of this Agreement as independent consideration for Seller's performance under this Agreement, and which shall be applied as a credit to the Purchase Price if Closing occurs.

Closing Date: The fifteenth (15th) day after the expiration of the Inspection Period, or such earlier date as agreed by the Parties.

Purchase Price: **TEN THOUSAND SIX HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$10,650.00)** paid in CASH (consisting of \$6,500.00 in cash to be paid at Closing plus the Purchase Grant)

Purchase Grant: An economic development incentive grant in the amount of \$4,150.00 made by Seller to Purchaser pursuant to Chapter 380 of the Texas Local Government Code, which grant shall be applied as a credit to the Purchase Price at Closing.

WHEREAS, the promotion of the expansion of existing businesses within Seller's corporate limits and the recruitment of new business enterprises to Seller will promote economic development, stimulate commercial activity, generate additional sales tax and will enhance Seller's property tax base and economic vitality; and

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

WHEREAS, Purchaser desires to purchase the Property from Seller for the purpose of using the Property for the purpose of developing an area within the "'Old Town Coppell" development located within Seller's corporate limits to be used as a publicly accessible area for use by residents, business owners, and visitors to said development as a passive recreational open space area improved with landscaping and hardscaping suitable for such use as well as an area to be available for location of weekend "pop-up" vendor booths and other uses promoting economic development activities within the development permitted in accordance with Seller's zoning regulations for the Property(a "**Project**"); and

WHEREAS, Purchaser has advised Seller that a contributing factor that would induce Purchaser to purchase the Property for purposes of the Project would be an agreement by Seller to provide the Purchase Grant; and

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

WHEREAS, Seller has determined that making the Purchase Grant to Purchaser in accordance with this Agreement will further Seller's objectives, will benefit Seller and its inhabitants, and will promote local economic development and stimulate business and commercial activity within Seller's corporate limits; and

WHEREAS, the Purchase Price is not less than the fair market value of the Property as determined by an appraisal obtained by City.

NOW, THEREFORE, in consideration of the sum of the payment of the Purchase Price and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller and Purchaser agree as follows:

1. **Sale and Purchase.** Seller agrees to sell, and Purchaser agrees to purchase the Property as provided in this Purchase and Sale Agreement ("**Agreement**") for the Purchase Price and subject to additional

consideration set forth in this Agreement; and the Restriction Agreement incorporated herein by reference in Section 8, therefore.

2. **Title, Survey, and Environmental Reports.**

(a) Not later than fifteen (15) days after the Effective Date, Seller shall, at Seller's expense, deliver to Purchaser:

(i) a current commitment for an Owner's Policy of Title Insurance for the Property from the Title Company issued to Purchaser in the amount of the Purchase Price, setting forth the state of title to the Property together with any easements or restrictions (existing or created pursuant hereto) benefiting or burdening the Property, together with all exceptions or conditions to such title (the "**Title Commitment**");

(ii) legible copies of all documents referenced in the Title Commitment;

(iii) any environmental or geotechnical studies or reports that Seller may have in its possession or that is available to Seller as of the Effective Date with respect to the Property, which Seller represents, and Purchaser acknowledges, have already been delivered to Purchaser as of the Effective Date;

(iv) tax certificate(s) regarding the payment of ad valorem taxes for current and prior years;

(v) the most recent survey and plat of the Property that Seller has in its possession or that may be available to Seller, which Seller represents, and Purchaser acknowledges, has already been delivered to Purchaser as of the Effective Date;

(vi) notices or other documents regarding any uncured violation of applicable laws, rules, regulations, codes or ordinances regarding the Property, or relating to any actual or claimed existence, release or disposal of any toxic or hazardous substance or waste in, upon or affecting the Property, or relating to any pending or threatened litigation affecting the Property; and

(vii) any other documents or information in Seller's possession relating to the Property which may be reasonably requested by Purchaser.

(b) Not later than thirty (30) calendar days after the Effective Date, if Seller does not have a survey that is acceptable to the Title Company such that Seller can provide a standard T-47 Form for purposes of obtaining the "survey deletion" from the Title Policy, Seller, at Seller's expense, will obtain a new survey (the "**Survey**") of the Property prepared by a duly licensed Texas Registered Public Land Surveyor. The Survey shall be staked on the ground, and the survey plat shall show the location of all improvements, highways, streets, roads, railroads, rivers, creeks, or other water courses, fences, easements, and rights-of-way on or adjacent to the Property, if any, and shall contain the surveyor's certification that there are no encroachments on the Property other than what are listed on the Title Commitment and shall set forth the current legal description of the Property.

(c) Purchaser shall, not later than ten (10) days after Purchaser's receipt of the last of (i) the Title Commitment, (ii) legible copies, to the extent available, of all instruments referred to in the Commitment, and (iii) the Survey, approve or provide written objections to the aforementioned items above. If there are objections from the Purchaser, Seller shall in good faith attempt to satisfy them prior to Closing, but Seller shall not be required to incur any cost to do so. If Seller delivers written notice to Purchaser not

later than the fifth (5th) calendar day after Seller's receipt of Purchaser's objections that Seller is unable to satisfy such objections, Purchaser may either (i) waive such objections and accept title as Seller is able to convey or terminate this Agreement by written notice to Seller and the Title Company prior to the expiration of the Inspection Period or (ii) elect to extend the Closing Date, not to exceed an additional sixty (60) days, in order to provide Seller additional time to cure the objections. If Purchaser elects to extend the Closing Date pursuant to (ii) in the previous sentence, and Seller fails to cure the objection with such period, Purchaser may either waive the objection and proceed to Closing or terminate this Agreement and receive a refund of the Earnest Money (less the Option Fee) without further liability to either Party.

3. **Inspection Period.**

(a) During the Inspection Period, Purchaser and its agents, contractors, representatives, consultants or employees shall have the right to enter upon the Property during regular business hours upon reasonable notice and conduct such inspections, tests and studies as they may deem necessary. If for any reason Purchaser determines not to purchase the Property, Purchaser may terminate this Agreement by notifying Seller and Title Company in writing prior to the expiration of the Inspection Period. In such event, neither Party shall have any further claim against the other under this Agreement, and Purchaser shall be entitled to a refund of the Earnest Money, but not the Option Fee. If Purchaser does not timely terminate this Agreement under this Section 3, it shall have no further right to do so under this Section 3; and Purchaser shall have waived its right to terminate this Agreement within the Inspection Period.

(b) Purchaser may enter the Property to conduct its inspection but shall be solely responsible for any damages caused thereby. **Purchaser shall repair any damage to the Property it causes or that is caused by its agents, contractors, representatives, consultants or employees, and shall indemnify and defend Seller and hold Seller harmless from and against any and all claims, liabilities or damages to the Property or against Seller caused by the intentional or negligent acts or omissions of Purchaser and/or Purchaser's authorized agents, contractors, representatives, consultants or employees during the Inspection Period or as a result of any inspection of the Property by such parties; provided, that no indemnity shall be required for Purchaser's discovery of any violations of any applicable law, statute, rule, regulation, code or ordinance during such inspection, or discovery of any preexisting conditions present at the Property.**

(c) During the Inspection Period, Purchaser may review and conduct any studies relating to engineering and environmental matters associated with the Property; provided, however, no invasive testing (such as a Phase II ESA) shall be permitted without Seller's prior written consent, given in Seller's sole and absolute discretion. Purchaser acknowledges that Seller has prepared and provided to Purchaser that certain *Phase I Environmental Site Assessment* dated January 11, 2024, prepared by Integrated Environmental Solutions (the "**Phase I ESA**"), the findings of which showed (i) the Property has no records that indicate any environmental concern, (ii) the Property reconnaissance observations did not indicate any environmentally sensitive areas; (iii) Property reconnaissance indicated there was no presence or likely presence of any hazardous substances or petroleum products under conditions that indicate an existing significant release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures on the Property or into the ground, groundwater, or surface water; and (iv) no data gaps were found that were deemed critical to the outcome of the Phase I ESA. Purchaser shall have the right to conduct its own Phase I ESA at Purchaser's sole cost during the Inspection Period.

(d) Notwithstanding anything to the contrary herein, Seller shall not be obligated to remove and/or remediate any paint on the ground storage water tank located on the Property that is determined to contain lead and/or other hazardous materials.

(e) The provisions of this Section 3 shall expressly survive any termination of this Agreement or the Closing.

4. **Closing Date.** The closing of the sale of the Property (the “**Closing**”) shall occur on the Closing Date through escrow arrangements with the Title Company, or at such other time as may be agreeable to the Parties.

5. **Closing Deliverables.**

(a) At the Closing, Seller shall deliver to Purchaser through the Title Company:

(i) a special warranty deed (the “**Special Warranty Deed**”) in form and substance reasonably acceptable to Seller and Purchaser, conveying good and indefeasible title to the Property to Purchaser, free and clear of any and all encumbrances except the Permitted Exceptions, excluding the mineral rights, such mineral rights being reserved by Seller;

(ii) the documents required to be executed as a condition of closing as set forth in Section 8, below;

(iii) possession of the Property, free of parties in possession; and

(iv) such documents as may be reasonably required by the Title Company in order to cause the Title Company to issue a Texas Owner’s Policy of Title Insurance (or equivalent) in the amount of the Purchase Price, insuring such title to the Purchaser, at Seller’s expense (the “**Title Policy**”), as well as such other documents as may be required by the Title Company to close the contemplated transaction.

(b) At the Closing, Purchaser shall deliver to Seller through the Title Company:

(i) the Purchase Price;

(ii) the documents required to be executed as a condition of closing as set forth in Section 8, below;

(iii) such other documents as may be reasonably required by Title Company to close the contemplated transaction; and

(iv) the Restriction Agreement between the Parties, see Section 8.

6. **Taxes.** Purchaser understands and acknowledges that the Property is presently exempt from the assessment of ad valorem taxes, which status will change upon conveyance of the Property to Purchaser. Seller shall not be responsible for payment of property taxes assessed against the Property for periods after the date of Closing, if any become due and payable, including any portion of the current tax year in which Closing occurs.

7. **Closing Costs.**

(a) Seller hereby agrees to pay and be responsible for the following closing costs:

(i) the cost of all tax certificates relating to all taxes and other assessments incurred or arising in relation to the Property;

- (ii) the Title Company's escrow fees;
- (iii) the basic premium for the Owner's Policy of Title Insurance;
- (iv) all costs and expenses incurred by or on behalf of Seller, including Seller's attorney's fees;
- (v) recording fees for the Special Warranty Deed and the Restriction Agreement; and
- (vi) such other incidental costs and fees customarily paid by sellers of real property in Dallas County, Texas, for transactions of a similar nature to the transaction contemplated herein.

(b) Purchaser hereby agrees to pay and be responsible for the following closing costs:

- (i) all costs and expenses incurred by or on behalf of Purchaser, including Purchaser's attorneys' fees;
- (ii) all premiums and fees for optional endorsements, deletions and amendments to the Basic Owner's Title Policy and all costs related to issuance of any Mortgagee's Title Policy, and/or Interim Construction Lender Endorsement, if any;
- (iii) Recording fees for any documents that are required to be recorded granting any liens or security interests in the Property and/or any improvements constructed thereon after the Closing, if any; and
- (iv) such other incidental costs and fees customarily paid by purchasers of property in Dallas County, Texas, for transactions of a similar nature to the transaction contemplated herein.

8. **Conditions to Closing.** Closing on the sale of the Property shall be conditioned upon and subject to the following:

- (a) Purchaser and Seller having duly executed the Restriction Agreement in recordable form;
- (b) Each of the representations and warranties made by Seller in this Agreement will be true and complete in all material respects on the Closing Date as if made on and as of such date;
- (c) Seller will not have failed to materially perform or comply with any of Seller's agreements, covenants or obligations in the manner and within the periods provided herein;
- (d) The Title Company will have irrevocably committed to issue the Title Policy;
- (e) On the Closing Date, there will be no third party injunction, writ, preliminary restraining order or any order of any nature issued or threatened by a court of competent jurisdiction directing that the transaction contemplated by this Agreement not be consummated, as herein provided; and
- (f) Seller having published the public notice relating to the sale of the Property pursuant this Agreement as required by Tex. Loc. Govt. Code §253.0125(e).

9. **Permitted Exceptions.**

(a) Purchaser acknowledges and agrees that the Property will be conveyed by Seller at Closing subject to the Restriction Agreement, and that the Special Warranty Deed shall contain reference to same. The (i) lien for current taxes not yet due and payable, (ii) the Restriction Agreement, and (iii) other appropriate matters appearing on Schedule B of the Title Commitment that were not cured and to which Purchaser failed to object or otherwise waived objection, shall be deemed to be Permitted Exceptions. Notwithstanding anything to the contrary herein, as a condition of Closing, Seller must resolve at Seller's sole cost the items that are listed on Schedule C of the Title Commitment which are by their nature Seller's responsibility, remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date of this Agreement, and use due diligence to cure the title and survey objections that Seller has agreed to cure.

(b) Purchaser understands, acknowledges, and agrees that all rights-of-ways and easements dedicated to Seller on behalf of the public and which appear on the Plat of the Property or which may affect the Property and which were originally dedicated to Seller by separate instrument prior to the Effective Date, including, but not limited to, any rights-of-way or easements that existed prior to Seller acquiring title to the Property, may be reserved by Seller prior to Closing for itself, its successors and assigns, and the public, which reservations shall constitute Permitted Exceptions at Closing to the extent they affect the Property.

10. **Representations and Covenants.**

(a) Seller represents and covenants that: (a) it has authority to enter into this Agreement, and that this Agreement represents the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms; (b) no other person has any interests in or claims against the Property (other than as reflected by the Title Commitment); (c) it has no knowledge of any uncured violation of applicable laws, rules, regulations, codes or ordinances with respect to the Property, nor of any existence, release or disposal of any toxic or hazardous substance or waste upon or affecting the Property, nor of any pending or threatened litigation affecting the Property; and (d) it will not hereafter encumber the Property, or take any other action with respect to the Property which Seller knows will materially adversely affect the development, lease or other transactions contemplated by this Agreement.

(b) Purchaser represents that it has authority to enter into this Agreement and that this Agreement represents the legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms. The only representations made by any Party concerning the Property and this Agreement are as set out in this Section 10.

(c) The representations set forth in this Section 10 shall survive Closing.

11. **Property Sold As Is.**

(a) Purchaser hereby acknowledges and agrees that the sale of the Property hereunder is and will be made on an "as is, where is and with all faults" basis. The occurrence of Closing shall constitute an acknowledgment by Purchaser that the Property was accepted without representation or warranty, express or implied (except as otherwise specifically set forth herein and except for the special warranties of title set forth in the Special Warranty Deed).

(b) Except as otherwise specifically set forth in this Agreement and except for the special warranties of title set forth in the Special Warranty Deed, Seller hereby specifically negates and disclaims any representations, warranties or guaranties of any kind or character, whether express or implied, oral or written, past, present, future or otherwise, of, as to, concerning or with respect to the Property, including without limitation (i) the nature and condition of the Property and the suitability thereof for any and all

activities and uses which Purchaser may elect to conduct thereon, (ii) the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or any other matter relating in any way to the Property, (iii) the compliance of the Property or its operation with any laws, ordinances or regulations of any government or other authority or body, (iv) the existence of any toxic or hazardous substance or waste in, on, under the surface of or about the Property, (v) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding the withdrawal of water and faulting, (vi) whether or not and to the extent to which the Property or any portion thereof is affected by any stream (surface or underground), body of water, flood prone area, floodplain, floodway or special flood hazard, (vii) drainage, (viii) zoning or land use restrictions rules and regulations to which the Property or any portion thereof may be subject, (ix) the availability of any utilities to the Property or any portion thereof including, without limitation, water, sewage, gas and electric and including the utility availability capacities allocated to the Property by the relevant governmental or regulatory authority, (x) usages of adjoining property, (xi) access to the Property or any portion thereof, (xii) the value, compliance with the plans and specifications, size, location, age, use, design, quality, description, durability, structural integrity, operation, leasing, title to, or physical or financial condition of the Property or any portion thereof, or any income, expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining to the Property or any part thereof, (xiii) the potential for further development of the Property, or (xiv) the merchantability of the Property or fitness of the Property for any particular purpose (Purchaser affirming that Purchaser has not relied on Seller's skill or judgment to select or furnish the Property for any particular purpose, and that Seller makes no warranty that the Property is fit for any particular purpose).

(c) Purchaser agrees that, prior to the expiration of the Inspection Period, it will have the opportunity to examine and investigate the Property and that, in purchasing the Property, Purchaser will rely solely upon its independent examination, study, inspection and knowledge of the Property, and Purchaser is relying solely upon its own examination, study, inspection, and, except for representations and warranties specifically set forth herein and, except for the special warranties of title set forth in the special warranty deed, and in the bill of sale and assignment, knowledge of the Property and Purchaser's determination of the value of the Property and uses to which the Property may be put, and not on any information provided or to be provided by Seller.

(d) Purchaser agrees that Purchaser shall be solely responsible for remediation, and all costs related thereto, of any toxic or hazardous waste or materials determined to exist on the Property that is required under applicable federal or state laws and/or regulations, whether known before Closing or discovered after Closing, to allow the Property to be used for residential purposes and agrees to release and hold Seller harmless from any and all such costs and liability.

(e) The provisions of this Section 11 shall survive the termination of this Agreement and the Closing.

12. **Reservation of Minerals; Waiver of Surface Rights.** Purchaser agrees that Seller, for itself and its successors and assigns, as their interests may appear, reserves from this conveyance unto Seller all oil, gas and other minerals owned by Seller located in and under and that may be produced from the Property to the extent not reserved by prior grantors. The following language regarding Seller's reservation of minerals and waiver of surface rights shall be included in substance in the special warranty deed:

“There is hereby reserved for Grantor and Grantor's successors and assigns, all of Grantor's interest in the oil and gas minerals that are in, on and under the Property and that may be produced from it (“**Grantor's Mineral Interest**”). Grantor hereby agrees that no wells will be drilled on the surface of the Property, and no facilities of any kind (including, but not limited to, roads, pipelines, flow lines, electric power lines, tank batteries or

treaters) will be placed on the surface of the Property by Grantor or by any other third party acting pursuant to Grantor's consent or authority; provided, that such facilities are permitted at levels below 500 feet below the surface of the Property to the extent that such facilities do not, in any manner whatsoever, interfere with the surface or subsurface support of the surface of the Property, including any improvements thereon. Grantor further hereby agrees that Grantor shall not have the right to use the surface of the Property and Grantor hereby waives all rights to use the surface of the Property for any purpose, including, but not limited to the right of ingress and egress upon, across and over the surface of any of the Property for the purpose of mining, drilling, accessing, exploring, operating, treating, transporting or developing the Grantor's Mineral Interest or performing seismic or other testing on the Property; provided, however, nothing herein contained shall be construed as waiving or preventing Grantor from exploring for, developing or producing the Grantor's Mineral Interest or lands pooled or unitized therewith, by pooling, by directional or horizontal drilling (including, without limitation, fracturing and other completion techniques) under the Property from surface sites located on tracts other than the Property or by any other method that does not require ingress, egress or use of the surface of the Property; provided further, however, that the well bore for any oil or gas well or any other equipment that enters the subsurface of the Property shall be and remain at a depth of at least 500 feet below the surface of the Property; provided, however, that those operations shall in no manner interfere with the surface or subsurface support of the Property, including any improvements thereon."

13. **Remedies.** If Purchaser defaults, Seller's sole remedy shall be to terminate this Agreement and receive the Earnest Money as liquidated damages, thereby releasing both of the Parties from this Agreement. If Seller defaults, Purchaser's sole remedies shall be to terminate this Agreement and receive a refund of the Earnest Money and the Option Fee, thereby releasing both of the Parties from this Agreement. No termination shall occur pursuant to a default until the non-defaulting Party has provided written notice of default not less than ten (10) days prior to the proposed date of termination and the defaulting Party has failed to cure the default; provided, however, if all of the Parties have fully performed and all conditions to Closing have been satisfied other than the signing of documents and Closing on the sale of the Property and one party fails to perform such necessary acts to deliver funds and execute documents required for Closing on the date of Closing, then this Agreement shall terminate one (1) business day after demand is made to the non-performing party and the party continues to fail to close on the transaction.

14. **Notices.** Notices must be in writing and may be hand delivered and/or mailed by certified mail with return receipt requested, or sent by facsimile transmission, to the addresses stated above. Notice given by delivery service shall be effective upon receipt at the address of the addressee; notice given by mail shall be effective upon earlier of actual receipt or three (3) days after placing the notice in a receptacle of the United States Postal Service, postage prepaid and properly addressed, and notice sent by facsimile transmission shall be effective upon electronic confirmation of receipt. In addition, copies of notices shall be provided to the party's attorney at the addresses indicated above.

15. **Miscellaneous.** This Agreement is subject to the following additional provisions and conditions:

(a) *Entireties.* This Agreement contains the entire agreement of the Parties pertaining to the purchase, sale, and development of the Property.

(b) *Modifications.* This Agreement may only be modified by a written document signed by both Parties.

(c) *Assignment.* Purchaser may not assign its rights under this Agreement without the written consent of Seller, which may be withheld at Seller's sole discretion; provided, however, Purchaser may assign all of Purchaser's rights, title, and interest in this Agreement to an affiliate without the written consent of Seller if (i) such assignment is made in a writing in which the affiliate agrees to assume all of Purchaser's rights and obligations under this Agreement and (ii) written notice of such assignment is delivered to Seller and the Title Company not later than 15 days prior to the Closing Date. Upon any assignment of the Agreement by Purchaser, Purchaser will remain liable for all obligations of Purchaser hereunder, but such assignee will succeed to all of the rights and obligations of Purchaser hereunder and will, for the purposes hereof, be substituted as and be the Purchaser hereunder. For purposes of this paragraph (c), "**affiliate**" means any entity that owns or controls, is owned or controlled by, or is under common ownership or control with, Purchaser, or any entity the ownership of which is substantially the same as the ownership of Purchaser.

(d) *Time is of the Essence.* Time is of the essence with respect to the performance by the Parties of their respective obligations hereunder.

(e) *Effective Date.* The Effective Date of this Agreement shall be the last date on which the authorized representatives of all Parties have signed this Agreement, and the Title Company has acknowledged in writing its receipt of this Agreement as so signed.

(f) *Deadlines and Other Dates.* All deadlines in this Agreement expire at 5:00 p.m. Central Time on the day of such deadline. If the final date of any period provided herein for the performance of an obligation or for the taking of any action falls on a Saturday, Sunday, federal holiday, or a day on which Seller's main offices are not open for regular business, then the end of such period shall be extended to the next day that is not one of the foregoing described days.

(g) *Brokers.* The Parties represent and warrant they worked with no broker or agent relative to this transaction and that no brokerage commission is due and payable upon the Closing. To the extent allowed by law, each Party shall indemnify each other from any claim for brokers' commissions relative to the sale of the Property and alleged to be due by, through or under the indemnifying Party.

(i) *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be deemed an original for all purposes and constitute one and the same instrument; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

(j) *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 the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

(k) *Law Governing.* This Agreement shall be construed under and in accordance with the laws of the State of Texas; and venue for any action arising from this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court in any such action.

(l) *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 of this Agreement shall survive.

(m) *Headings.* Section headings are for convenience of reference only and do not modify or restrict any provisions hereof and shall not be used to construe any provisions.

SIGNED AND AGREED this the _____ day of _____, 2024.

Seller: City of Coppell, Texas

By: _____
Michael Land, City Manager

SIGNED AND AGREED this the _____ day of _____, 2024.

Purchaser:

RSC Investment Management, LLC, a Texas limited liability company

By: RS Living Trust, Dated May 31, 2023, its member

By: _____

Name: _____

Title: Trustee

RECEIPT OF CONTRACT

Title Company acknowledges receipt of a copy of this Agreement executed by both Seller and Purchaser on the ____ day of _____, 2024.

Republic Title of Texas, Inc.

By: _____

Name: _____

Title: _____

Exhibit "A"
Form of Restriction Agreement

WHEN RECORDED RETURN TO:

City of Coppell, Texas
Attn: City Secretary
255 Parkway Blvd.
Coppell, Texas 75019

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

STATE OF TEXAS	§	
	§	
COUNTY OF DALLAS	§	RESTRICTION AGREEMENT

This **RESTRICTION AGREEMENT** ("**Restriction Agreement**") is made and entered into as of the Effective Date by and between the **City of Coppell** ("**City**"), a Texas home rule municipality, and **RSC Investment Management, LLC**, ("**Developer**"), a Texas limited liability company (City and Developer sometimes hereafter collectively referred to as "**Parties**" or separately as "**a Party**" or "**the Party**")

RECITALS

WHEREAS, as of the Effective Date, pursuant to the Purchase Agreement, Developer has purchased the Property from City; and

WHEREAS, City has, as a condition of the conveyance of the Land to Developer, restricted the use of the Property and required Developer to develop the Property with the Improvements in accordance with the terms and conditions set forth herein; and

WHEREAS, pursuant to the Purchase Agreement, City provided the Purchase Grant to Developer; and

WHEREAS, the sale of the Property by City to Developer was conducted pursuant to Tex. Govt. Code §253.0125 which exempts the sale of property by a city from the requirement of seeking sealed bids as required by Tex. Loc. Govt. Code §272.001(a) or listing property with a real estate broker on multiple listing service for 30 days prior to accepting an offer to purchase to property as required by Tex. Loc. Govt. Code §253.008; and

WHEREAS, Tex. Loc. Govt. Code §253.0125(c) requires the consideration for a transfer of property pursuant to Tex. Loc. Govt. Code §253.0125 to be in the form of an agreement between the parties that requires the purchaser to use the property in a manner that primarily promotes a public purpose of the municipality relating to economic development, which agreement must include provisions under which the municipality is granted sufficient control to ensure that the public purpose is accomplished and the municipality receives the return benefit; and

WHEREAS, the Parties desire to enter into this Restriction Agreement for the purpose of complying with the provisions of Tex. Loc. Govt. Code §253.0125(c).

NOW, THEREFORE, in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Article I Property Subject to Declaration

The Property shall be owned, held, leased, transferred, sold, mortgaged and/or conveyed by Developer and any subsequent owners of all or any part of the Property (as hereinafter defined) for the term specified in Section 4.2, subject to the terms of this Restriction Agreement.

Article II Definitions

For purposes of this Restriction Agreement, the following words and phrases shall have the following meanings unless the context clearly indicates a different meaning:

“City Manager” means City’s City Manager and such other person employed by City to whom the City Manager delegates the authority to provide such approvals, consents, notices, and other actions on behalf of City as provided in this Restriction Agreement.

“Completion of the Project” means the installation of the Project is completed and approved by the City Manager.

“Developer” means RSC Investment Management, LLC, a Texas limited liability company, and its successors and assigns.

“Effective Date” means the date this Restriction Agreement is signed by the Parties.

“Force Majeure” means 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, City delay of permits or other approvals, government or de facto governmental action (unless caused by acts of omissions of the Party), fires, explosions or floods, strikes, slowdowns or work stoppages, adverse weather conditions, transportation delays or difficulties, shortages of materials or labor, financial institution shutdowns, epidemic or pandemic, electronic funds transfer delays or difficulties, and economic disruptions.

“Project” means improvement of the Property with landscaping and hardscaping so the Property becomes usable as (i) a passive recreational open space area accessible to residents, business owners, and visitors to the “Old Town Coppell” development and (ii) a location for “pop-up” vendors and other uses reasonably promoting economic development activities within the development that are otherwise permitted in accordance with zoning regulations applicable to the Property (iii) a minimum of 100sf of flower beds, two (2) four foot benches and timber hardscaping delineating the vendor “pop-up” area. .

“Property” means the real property described as Lot 2, Block A, Old Town Water Tank/Office Addition, an addition to the City of Coppell, Dallas County, Texas, according to the plat thereof recorded as Instrument No. 201200115455, Map Records, Dallas County, Texas.

“Purchase Agreement” shall mean that certain ***Purchase and Sale Agreement***, as amended or assigned, by and between City and Developer, dated _____, 2024, relating to the sale of the Property by City to Developer.

“Required Use” means the use of the Property for the Project and/or any other use approved in writing by City that primarily promotes a public purpose of City relating to economic development.

Article III Completion of the Project

3.1 Time for Completion of the Project. Subject to Section 3.2, below, Developer shall take all reasonable and necessary steps and obtain all required approvals from City to cause Completion of the Project not later than the first anniversary of the Effective Date.

3.2 Force Majeure. In the event of Force Majeure, Developer shall have such additional time to cause Completion of the Project so long as Developer is diligently and faithfully pursuing the same.

3.3 City Remedies. If Completion of the Project has not occurred on or before the date required by Section 3.1 (as extended in accordance Section 3.2, if applicable), not later than thirty (30) days after delivery of written demand by City to Developer (the “**Refund Demand**”), Developer shall reimburse to City the amount of the Purchase Grant plus interest accrued on said amount at the annual rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever ceases to exist or ceases to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by City) as its prime or base commercial lending rate) from the Effective Date until the Purchase Grant plus interest is reimbursed; provided, however, such reimbursement shall not be required if Developer has caused Completion of the Project to occur prior to the date City delivers the Refund Demand to Developer.

Article IV Restrictions

4.1 Use of Property. Unless authorized in writing by City, no building or other improvements shall be constructed, reconstructed, erected, altered, placed on, or demolished and removed from, any portion of the Property if it in anyway impacts the Project and its intended purpose of reasonably promoting economic development activities within the development ,In addition to the Project, Developer may construct a fence around the perimeter of the Property that does not prevent the Project from being visible from the adjacent public street.

4.2 Term of Restrictions. The restrictions set forth in Section 4.1, above, shall commence on the Effective Date and continue thereafter indefinitely; provided, however, if Developer causes Completion of the Project as required by this Restriction Agreement, this Restriction Agreement, including the restrictions set forth in Section 4.1, above, shall expire of the fifth (5th) anniversary of the date of Completion of the Project.

Article V Miscellaneous

5.1 Enforcement. City shall have the right, but not the obligation, to enforce this Restriction Agreement and any covenants and restrictions contained herein, as the same may be amended as herein provided. Subject to the limitation set forth in Section 4.1, above, enforcement of the provisions set forth

in Section 4.1 contained herein may be exercised after failure of any person or persons violating or attempting to violate any covenants or restrictions to cure such violation or breach within a thirty (30) day notice periods after receipt of written notice thereof, by proceeding at law or in equity, against any person or persons violating or attempting to violate any covenants or restrictions, to restrain violation or to recover damages, and failure to enforce any covenant, restriction or condition shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. This Restriction Agreement is not intended to restrict the rights of the City Council of the City of Coppell to exercise its legislative duties and powers insofar as the Property is concerned. For further remedy, Developer, for itself, its successors, and assigns agrees that City may withhold building permits, development approvals, certificates of occupancy and/or final inspection necessary for the lawful use of any portion of the Property not then in compliance with the Required Use. The rights of City under this Restriction Agreement may not be waived or released except pursuant to an amendment or termination approved in accordance with the provisions hereof, except by expiration of the Term.

5.2 Amendment. No amendment or termination of this Restriction Agreement shall be effective unless and until approved by Developer and City; provided, however, City may, without the consent of Developer, terminate and release the restrictions set forth in Section 4.1. If Developer or a subsequent owner of the Property desires to change, amend or alter the covenants, conditions or restrictions as set forth herein, Developer, or subsequent owner, as the case may be, shall file a written application for such change or amendment with City, which may approve or deny such request at its sole discretion. Any change or amendment approved by City shall not be effective unless and until an instrument executed by City's Mayor or City Manager is recorded in the Official Public Records in the office of the Dallas County Clerk in accordance with this Section 5.2.

5.3 Notices. All notices, requests, demands or other communications required or permitted hereunder shall be in writing and shall be deemed to have been fully and completely made when given by hand, by confirmed facsimile transmission, by overnight delivery by Federal Express or other reliable courier or the mailing of such by registered or certified mail, addressed as follows:

If intended for City, to:

City of Coppell
Attn: City Manager
255 Parkway Blvd.
Coppell, Texas 75019

With a copy to:

Robert E. Hager
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
500 North Akard, Suite 1800
Dallas, Texas 75201

If intended for Developer, to:

RSC Investment Management, LLC
Attn: Rory N. Carrick, Director
123 Lodge Road
Coppell, Texas

Any Party may at any time and from time to time by notice in writing to the other Party hereto change the name or address of the person to whom notice is to be given as hereinbefore provided.

5.4 Successors and Assigns. This Restriction Agreement shall bind, and inure to the benefit of, the Parties and their respective successors and assigns.

5.5 Governing Law. This Restriction Agreement is entered into and is intended to be performed in the State of Texas, and the validity, enforceability, interpretation and construction hereof shall be determined and governed by the laws (other than conflict of laws provisions) of the State of Texas. Venue for any action under this Restriction Agreement shall be in the state district court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

5.6 Recording. The Parties agree that City may record this Restriction Agreement in the Official Public Records in the office of the Dallas County Clerk. City agrees to execute and file a release of this Restriction Agreement in said records upon request of Developer after the expiration or termination of this Restriction Agreement.

5.7 Covenants Run with the Property. This Restriction Agreement and the restrictions, covenants, and conditions set forth herein are for the purpose of protecting the value and desirability of the Property and accomplishing certain public purposes of the City of Coppell and, consequently, shall run with the Property and be binding on Developer and all parties having all right, title, or interest in the Land, in whole or in part, and their heirs, successors and assigns. These covenants, conditions and restrictions shall be for the benefit of the City of Coppell, Texas. This Restriction Agreement is binding upon Developer and each and every subsequent owner, tenant, subtenant, licensee, manager, and occupant of all or any portion of the Property, but only during the term of such party's ownership, tenancy, license, management or occupancy of the Property, for which such party shall remain liable and shall be binding upon and inure to the benefit of City and its successors and assigns. It is expressly understood and agreed that acceptance of title to all or a portion of the Property shall automatically, and without further acknowledgement or confirmation from the owner, constitute such owner's assumption of the obligations of Developer hereunder.

5.8 Severability. Invalidation of any one of these covenants, conditions, or restrictions by judgment or court order shall in no way affect any other provisions, and all other provisions shall remain in full force and effect.

5.9 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and no statement, promise, representation, or modification hereof by any person, if any, and whether oral or written, shall be binding upon any Party.

5.10 Counterparts. This Agreement may be executed by the Parties in separate counterparts; each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of the Parties.

5.11 Employment of Undocumented Workers. During the term of this Restriction Agreement, Developer agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), Developer shall repay the amount of the Purchase Grant and any other funds received by Developer from City as of the date of such violation within one hundred twenty (120) days after the date Developer is notified by City of such violation, plus interest at the set forth in Section 3.3 until paid. Developer is not liable for a violation of this Section 5.11 in relation to any workers employed by a subsidiary, affiliate, or franchisee of Developer or by a person with whom Developer contracts.

(Signatures on Following Page)

City's Signature Page

SIGNED AND AGREED on this _____ day of _____, 2024.

CITY OF COPPELL, TEXAS

[EXHIBIT ONLY – DO NOT SIGN]

By: _____
Michael Land, City Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Acknowledged before me, the undersigned authority, this _____ day of _____, 2024, by Michael Land, City Manager of City of Coppell, a Texas home rule municipality, on behalf of said municipality.

[EXHIBIT ONLY – DO NOT SIGN]

Notary Public, State of Texas

My Commission expires:

Developer's Signature Page

SIGNED AND AGREED on this _____ day of _____, 2024.

RSC Investment Management, LLC, a Texas limited liability company

By: RS Living Trust, Dated May 31, 2023, its member

[EXHIBIT ONLY – DO NOT SIGN]

By: _____

Name: _____

Title: Trustee

**STATE OF TEXAS §
 §
COUNTY OF DALLAS §**

This instrument was acknowledged before me on the _____ day of _____, 2024, by _____, Trustee of the RS Living Trust, dated May 31, 2023, and member of RSC Investment Manager, LLC, a Texas limited liability company, for and on behalf of said company.

[EXHIBIT ONLY – DO NOT SIGN]

Notary Public, State of Texas

My Commission expires:
