

STATE OF TEXAS §

**AGREEMENT**

COUNTY OF TARRANT §

This Agreement is made and entered into effective the 17th day of August, 2010, by and between the **CITY OF EULESS TEXAS**, a Texas home rule municipality, hereinafter referred to as Eules, with principal offices at 201 N. Ector Drive, Eules, Texas, 76039, and **FUZZY'S TACO SHOP, Owner Nick Cartmill**, hereinafter referred to as "Fuzzy's", located at 1363 W. Eules Blvd. Eules, Texas 76040.

**WITNESETH**

**WHEREAS**, the Fuzzy's restaurant chain is operating successful locations in multiple locations in Tarrant County and has entered into a five (5) year lease of a currently vacant building at 1363 W. Eules Blvd.

**WHEREAS**, Mr. Cartmill, desires to undertake additional projects to improve and renovate this existing building and premises, thus enhancing the property value and increasing tax revenue to Eules; and,

**WHEREAS**, Eules has determined that such a project will encourage a new business enterprise to locate in Eules for the benefit of the community as a whole; and,

**WHEREAS**, the location of the new business is on Eules Blvd., a corridor in which Eules has targeted for enhancement and redevelopment; and,

**WHEREAS**, as an inducement to Mr. Cartmill, Eules has agreed to contribute certain incentive payments upon certain terms and conditions; and,

**WHEREAS**, Chapter 380 of the Texas Local Government Code provides that Texas municipalities may create programs to promote local economic development; and

**WHEREAS**, Eules has approved a grant funding program as an incentive to encourage redevelopment projects and to further enhance the benefits of the improvements to the business and the community as a whole.

**WHEREAS**, Eules hereby finds that this Agreement embodies an eligible "program" and clearly promotes economic development in the City of Eules, Texas and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and further, is in the best interest of the City.

**NOW, THEREFORE**, for and in consideration of the premises above stated and hereinafter set forth, the parties agree as follows:

## I

All references herein to the "380 Grants" shall mean and refer to the Texas Local Government Code Chapter 380.001 (a) (Vernon's 2006).

## II

Mr. Cartmill, for the purpose of improving and renovating the building and premises located at 1363 W. Euless Blvd. has estimated a total budget of approximately \$40,000.00. The overall project will include completion of an exterior renovation of the building, including the following: repainting of all exterior trim, fascia border, and gables in a natural earth tone color, as represented in "Exhibit A"; removal of paint from split seem metal roof and exposing its original galvanized finish look; replacement of existing landscaping with new landscaping and the introduction of new landscaping into the front street yard to meet current code requirements; installation of masonry dumpster enclosure.

## III.

After completion of the projects identified in Section II and submittal of receipts for payment to contractors made by Mr. Cartmill for said project, the City of Euless agrees to reimburse Mr. Cartmill from funding approved by Euless, an amount not to exceed ten thousand dollars (\$10,000), for completion of the projects identified in Section II.

## IV.

Mr. Cartmill shall furnish to the City of Euless receipts validating the expenditures for the projects identified in Section II. City of Euless agrees to remit to Mr. Cartmill such reimbursement payment within thirty (30) days following the receipt of expenditures. All projects identified in Section II shall be completed on or before December 31, 2010 to remain eligible for reimbursement.

## V

Mr. Cartmill, in addition to completion of the projects identified in Section II, shall also commit to the following terms and conditions as it relates to a refund of the grant funds: Provide tax certificates; Provide verification of lien(s); Maintain property in compliance with all applicable city codes. If Mr. Cartmill fails to correct any code violations identified by the city at any time within five (5) years from the date this agreement is signed by both parties, Mr. Cartmill agrees to reimburse the City of Euless the full amount of the grant within thirty (30) days of the City of Euless making a request for reimbursement; and, the grant will be amortized over five (5) years as it relates to a potential sale of the building such that, for example, if the business were to cease operations three (3) years after the agreement was signed by both parties, Mr. Cartmill shall refund to the City of Euless an amount equal to forty (40%) of the grant within thirty (30) days of the business ceasing operation.

**VI**

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage prepaid and certified, with return receipt requested, by delivering the same in person to such party, or by delivering the same by confirmed facsimile during the recipient's normal business hours. Notice given in accordance herewith shall be effective upon the earlier of receipt at the address of the addressee or on the second (2nd) business day following deposit of same in the United States mail as provided for herein, regardless of whether same is actually received. For purposes of notice, the addresses of the parties and their facsimile numbers shall be as follows:

**If to Euless:**

**City of Euless  
201 N. Ector Drive  
Euless, TX 76039  
Attn: Gary L. McKamie, City Manager  
Fax No. 817/685-1416**

**If to Fuzzy's Taco Shop:**

**Fuzzy's Taco Shop  
1363 W. Euless Blvd.  
Euless, TX 76040  
Attn: Mr. Nick Cartmill  
Fax No. 817/656-4478**

Either party may change its address or facsimile number for notice by giving ten (10) days prior written notice thereof to the other party.

**CITY OF EULESS**

**By: \_\_\_\_\_  
Gary L. McKamie, City Manager**

**Date: August \_\_\_\_\_, 2010**

**FUZZY'S TACO SHOP**

**By: \_\_\_\_\_  
Mr. Nick Cartmill**

**Date: August \_\_\_\_\_, 2010**

**ACKNOWLEDGEMENTS**

**STATE OF TEXAS           §**  
**COUNTY OF TARRANT   §**

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2010, by **GARY L. MCKAMIE, CITY MANAGER OF THE CITY OF EULESS**, as an act of said entity.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
Notary's Printed Name

My Commission Expires: \_\_\_\_\_

**STATE OF TEXAS           §**  
**COUNTY OF TARRANT   §**

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2010, by \_\_\_\_\_, **OWNER, FUZZY'S TACO SHOP**, as an act of said entity.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
Notary's Printed Name

My Commission Expires: \_\_\_\_\_