

**ECONOMIC DEVELOPMENT AND PERFORMANCE AGREEMENT
BETWEEN THE CITY OF BENBROOK, THE BENBROOK ECONOMIC
DEVELOPMENT CORPORATION, AND KENNETH RUSSELL.**

This Economic Development and Performance Agreement (“Agreement”) is made and entered into by and between the City of Benbrook, the Benbrook Economic Development Corporation, and Kenneth Russell (“Russell”). The Benbrook Economic Development Corporation (the “BEDC”) is a nonprofit corporation organized under the Development Corporation Act of 1979, codified in Subtitle C1 of Title 12 of the Texas Local Government Code (Chapters 501 through 505) (the “Act”); and the City of Benbrook, Texas, a Texas home rule municipality (the “City”) for the purposes and considerations stated below:

RECITALS:

1. Russell owns and operates Russell Feed & Supply located at 8704 Benbrook Boulevard, in Benbrook, Texas (“Russell Property”).
2. The City owns parcels of real estate located adjacent to the Russell Property located at the corner of Benbrook Boulevard and Mercedes Street, and addressed as 8700 and 8730 Benbrook Boulevard, comprising approximately 1.623 acres depicted on EXHIBIT “A” (“City Property”).
3. Russell seeks to acquire a portion of the City Property, replat it to combine with the Russell Property, and construct a new Russell Feed & Supply store (the “Facility”) in accordance with this document as approved by City staff.
4. The City desires to convey a portion of the City Property in order that it be developed substantially as depicted and described on EXHIBIT “B” to better complement Benbrook Boulevard, encourage new development that incorporates the use of enhanced material and architectural elements that cities are currently disallowed from requiring due to the passage of HB 2439 by the 86th Texas Legislature, and elevate the City’s brand on this prominent corner in Benbrook.
5. The City intends to retain approximately 4,000 square feet at the corner of Mercedes Street and Benbrook Boulevard (“Mercedes Corner”) to showcase public art and branding elements, and to create a synergy that promotes continued quality development on Benbrook Boulevard.
6. The BEDC desires to facilitate and incentivize the construction of the Facility and to contribute to the enhancement on Mercedes Corner.
7. Construction of the Facility requires that the existing Russell Feed & Supply building be demolished and the BEDC desires to provide temporary lease space for Russell to operate his business during the construction of the Facility, according to the terms of this Agreement, as described in a Temporary Commercial Lease Agreement, attached as EXHIBIT “C”.

8. The BEDC has determined and found that the development of the Facility, as defined herein, will create jobs as defined by the Act, and that the expenditure of the BEDC is suitable or required for the development of a new or expanded business enterprise, and falls within the definition of a Project as defined in Section 505.157 of the Act.

9. The BEDC, which has determined that substantial economic benefit and the creation of new opportunities of employment will accrue to City as a result of Russell's development and operation of the Facility, desires to have Russell construct the Facility. This Facility will increase the taxable value of the Property and will directly and indirectly result in the creation of additional jobs throughout the City and the value of the benefits of the development of the Facility will outweigh the amount of expenditures required of the BEDC under this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Authorization.**

This Agreement is authorized by the Act.

2. **Definitions.**

CAPITAL INVESTMENT means and shall include all costs incurred relating to the improvement of the Property, including the actual construction costs and other costs of all buildings, structures, infrastructure, fixed machinery and equipment, utilities, landscaping and other onsite and offsite improvements, including without limitation all labor and materials, engineering costs, surveying costs, fees of consultants, designers and other professionals, landscape design, platting fees, permit fees, geotechnical investigation, construction material testing, and inspection fees. It shall not include costs for financing the construction, marketing of the Facility, or land acquisition.

CERTIFICATE OF OCCUPANCY means the document issued by the City of Benbrook certifying the Facility is in compliance with applicable building codes and other laws and indicating it to be a condition suitable for occupying.

CITY, BEDC, RUSSELL PROPERTY and CITY PROPERTY have the meanings set forth in the recitals.

COMMENCE CONSTRUCTION has the meaning set forth in Section 4.B (1).

DEVELOPMENT means the construction of the Facility and Mercedes Corner.

FACILITY means the 15,445 square foot retail establishment constructed in conformance with EXHIBIT "B" and the requirements of this Agreement located on the Property for the operation of an expanded Russell Feed & Supply.

FTE means any employee on a forty (40) hour or more per week schedule or the combination of two (2) or more employees on part-time schedules equaling at least forty (40) hours.

INCENTIVES mean the payment by the BEDC to Russell pursuant to Section 6.A of this Agreement.

MERCEDES CORNER means the approximate 4,000 square foot parcel retained by the City out of the City Property, depicted and described on EXHIBIT "D".

PROPERTY means the resulting combined tracts comprised of the City Property and the Russell Property, excluding Mercedes Corner.

RUSSELL means Kenneth Russell or his heirs, executors, administrators, successors, or assigns.

3. **Term.**

This Agreement shall be effective as of the date of execution of all parties. This Agreement will terminate after all obligations by both parties are fulfilled, or as otherwise provided for in this Agreement.

4. **City Obligations.**

A. City Property. The City will prepare bid documents to market the City Property for development in accordance with EXHIBIT "B", with a sales price of no less than Six Hundred Eighty Six Thousand Eight Hundred Fifty Dollars (\$686,850) and assurances from the successful bidder to develop the property in accordance with the plan herein contained, as approved by City staff.

B. Conditions to Sale of City Property.

- (1) Should Russell fail to substantially commence site improvements and construction of the Facility within 180 days after a building permit is issued for the Facility, the City has the right, but not the obligation, to exercise its rights to repurchase the City Property under an option contract. For purposes of this Agreement, "commence construction" means to obtain a building permit for the Facility, have signed an agreement with a general contractor to construct the Facility, and the general contractor has poured the foundation for the Facility.
- (2) The City shall have a first right of refusal to purchase the City Property should Russell offer the City Property for sale at any time prior to the Certificate of Occupancy being issued.

C. Mercedes Corner. The City will retain ownership and provide maintenance, repair and upkeep of Mercedes Corner.

5. **Russell Obligations.**

In consideration of the BEDC agreeing to provide the Incentives in accordance with the terms, provisions, and conditions of this Agreement, Russell agrees to the following, contingent upon his being the successful bidder to acquire the City Property.

A. Property Acquisition and Site Improvements.

- (1) Close on City Property. Russell shall close on the City Property (less Mercedes Corner) no later than 90 days after notification of successful bid.
- (2) Zoning and Platting. No later than 60 days after closing on the conveyed City Property, Russell shall file applications to replat the Russell Property and City Property and to rezone the Property and apply for a conditional use permit for outside storage and display.
- (3) Building Permit. Russell shall secure a building permit for the Facility within 365 days after real estate closing.
- (4) Site Improvements. Russell shall perform all necessary site improvements required to construct the Facility, including, but not limited to obtaining TxDOT approval for access drive(s), and relocating utilities.

B. Facility. In conjunction with the construction of the Facility, Russell agrees to the following:

- (1) Be solely responsible for the design and construction of the Facility and shall comply with all subdivision regulations, building codes, and other ordinances of the City applicable to the Facility and its construction. The design of the Facility must be approved by the City of Benbrook (and such approval shall not be unreasonably withheld or delayed) prior to commencement of construction.
- (2) Obtain a building permit and Commence Construction of the Facility no later than 180 days following property acquisition.
- (3) Design and construct the Facility in substantial conformance with the development standards depicted and described on EXHIBIT "B" and the criteria and development standards set forth in the ordinances of the City, the requirements of this Agreement, as well as applicable state and federal laws, resulting in a Capital Investment of no less than One Million Nine Hundred Thousand Dollars (\$1,900,000) at the time a Certificate of Occupancy is obtained.
- (4) Obtain a Certificate of Occupancy for the Facility no later than 12 months after property acquisition, unless otherwise agreed upon in writing between the BEDC and Russell.

C. Use of Facility. Russell shall operate the Facility as Russell Feed & Supply for a period of 5 years after obtaining the Certificate of Occupancy.

D. Easements. Russell shall provide all necessary easements to allow City and public access through the Property to Mercedes Corner.

E. Public Art. Russell will provide stucco surface along approximately 75' x 12' north facing wall to accommodate a community mural, designed, commissioned, approved, and maintained by the BEDC; and shall allow the mural to remain on the Facility for no less than five (5) years. Thereafter the BEDC, City, and Russell may negotiate continued responsibilities.

F. Sign. Russell agrees to allow the BEDC to use the name Russell Development and representations of the Facility and the Development in promotion of the City of Benbrook and the BEDC.

G. FTE. Russell shall use best efforts to employ and retain at least 15 FTEs during the term of this Agreement.

6. Duties of BEDC.

A. Incentives to Russell. Provided Russell is in compliance with his obligations under this Agreement, the BEDC will reimburse Russell for costs associated with site improvements on the Property and the City-required building upgrades for the Facility listed on EXHIBIT "E" to this Agreement, at an amount not to exceed \$186,000. Payment of the Incentives shall be contingent on Russell providing documentation satisfactory to the BEDC of those eligible costs. The Incentives shall be paid within thirty (30) days after issuance of the Certificate of Occupancy for the Facility.

B. Mercedes Corner. The BEDC will authorize, fund, and maintain all branding features located on Mercedes Corner. Examples of proposed branding features are set forth on EXHIBIT "F".

7. Lease.

A. Lease. As further incentive for Russell to construct and operate the Facility, and to permit the continued operation of Russell Feed & Supply in Benbrook during the construction of the Facility, the BEDC will enter into a lease agreement with Russell at no charge for the vacant offsite building owned by the BEDC at 9331 Westpark Drive and the adjacent tract at 9351 Westpark Drive (the "Lease Property"). The parties agree that the value of this incentive is Forty Eight Thousand Dollars (\$48,000) for a twelve (12) month lease period.

B. BEDC Obligations Under Lease. The BEDC will remove existing signage from the Lease Property and will sponsor temporary roadway signage negating the need for a sign permit.

C. Russell Obligations Under Lease. Russell will be responsible to obtain required permits, insurances, maintenance and repairs of the Lease Property, as outlined in the Temporary Commercial Lease Agreement attached, and to pay all associated fees for the following:

- (1) Building permits for any structural, electrical, plumbing, HVAC, or fencing changes to the building on the Lease Property;
- (2) Conditional use permit for outdoor storage and display; and

- (3) Certificate of Occupancy prior to occupying the building.

8. **Regulations Regarding Building Products, Materials, or Methods.**

The parties hereto find that the area described herein constitutes an area of architectural importance and significance and the City Council of the City of Benbrook, Texas, hereby designates it as an area of architectural importance and significance for purposes of Chapter 3000 of the Texas Gov't Code (the "Code"). In consideration for the mutual covenants and conditions contained herein and pursuant to §3000.002(d) of the Code, Russell voluntarily consents to the application of all City rules, charter provisions, ordinances, orders, building codes, and other regulations existing as of the Effective Date hereof (the "Regulations") that govern the use or installation a building product or material in the construction, renovation, maintenance, or other alteration of a residential or commercial building on the property, regardless of whether a different building product or material is approved for use by a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. In addition, Russell voluntarily consents to the application of the Regulations that establish a standard for a building product, material, or aesthetic method in construction, renovation, maintenance, or other alteration of a residential or commercial building, regardless of whether the standard is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. The parties agree that: (a) the City will not issue any permits for the Property in violation of this Section; (b) the covenants contained within this Section constitute a material term of this Agreement; (c) Russell's voluntary consent to the application of the Regulations to the Property, as described in this Section, constitutes a material inducement for the City to authorize the Incentives described herein; (d) the covenants contained herein shall run with the land and shall bind Russell and all successors and assigns; and (e) this Section shall survive termination or expiration of this Agreement.

9. **Indemnification.**

RUSSELL, IN PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT IS ACTING INDEPENDENTLY, AND THE CITY AND THE BEDC ASSUMES NO RESPONSIBILITIES OR LIABILITIES TO THIRD PARTIES IN CONNECTION WITH THE PREMISES OR IMPROVEMENTS. RUSSELL AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, THE BEDC, THEIR OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, AND LIABILITY OF EVERY KIND, INCLUDING, BUT NOT LIMITED TO, EXPENSES OF LITIGATION OR SETTLEMENT, COURT COSTS, AND ATTORNEYS FEES WHICH MAY ARISE DUE TO ANY DEATH OR INJURY TO A PERSON OR THE LOSS OF USE, OR DAMAGE TO PROPERTY, ARISING OUT OF OR OCCURRING AS A CONSEQUENCE OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING ANY ERRORS OR OMISSIONS, OR NEGLIGENT ACT OR OMISSION OF THE CITY, THE BEDC, THEIR OFFICERS, AGENTS OR EMPLOYEES.

10. **Access to Information.**

Russell agrees to provide the BEDC access to information related to the construction of the Facility during regular business hours upon reasonable notice. The BEDC shall have the right to require Russell to submit any necessary information, documents, invoices, receipts or other records to verify costs of the Capital Investment.

11. **Determination of Rough Proportionality.**

As additional consideration for the payment received by Russell from the BEDC under this Agreement, Russell hereby agrees that any land or property it donates to the City as part of the development of the Property and Facility for any public improvements is roughly proportional to the need for such land and Russell hereby waives any claim therefore that it may have. Russell further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the Facility. Russell waives and releases all claims it may have against the City related to any and all rough proportionality and individual determination requirements mandated by Subchapter Z of Chapter 212, Texas Local Government Code, as well as other requirements of a nexus between development conditions and the projected impact of the Facility.

12. **Default.**

A. If a party should default (the "Defaulting Party") with respect to any of its obligations hereunder and should fail, within thirty (30) days after delivery of written notice of such default from another party (the "Complaining Party") to cure such default, the Complaining Party, by action or proceeding at law or in equity, may be awarded its damages and/or specific performance for such default.

B. Should Russell fail to comply with any term of this Agreement, Russell shall have thirty (30) days after written notice from the BEDC to come into compliance. If the noncompliance is not cured within that period, Russell agrees to pay to the BEDC in accordance with this Subsection. Should Russell enter into the lease contemplated by Section 7 of this Agreement, but fail to timely construct the Facility, Russell shall repay the City the value of the lease within thirty (30) days of notice of default by the City. Should Russell fail to occupy the Facility as Russell Feed & Supply for a period of five (5) years after obtaining a Certificate of Occupancy, he shall repay the BEDC the Incentives provided in Section 6A on a prorated basis within thirty (30) days of notice of default. Should Russell fail to timely construct the Facility, the BEDC may determine that Russell forfeited his right to the Incentives provided under Section 6A.

13. **General Provisions.**

A. **Mutual Assistance.** Russell and the BEDC shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying the terms and provisions.

B. Representations and Warranties. Russell represents and warrants to the BEDC that it has the requisite authority to enter into this Agreement. Russell represents and warrants to the BEDC and the City that it will not violate any federal, state, or local laws in operating the business, that all proposed property improvements shall conform to the applicable building codes, zoning ordinances, and all other ordinances and regulations.

C. Section or Other Headings. Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

D. Attorneys Fees. In the event any legal action or process is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its necessary and reasonable attorneys' fees and expenses incurred by reason of such action. Provided, however, all reasonable attorneys fees incurred by the BEDC or the City for preparation or review of any revision, modification, or amendment of this Agreement proposed by Russell following the original execution of this Agreement, and all reasonable attorneys fees incurred for preparation or review of other Russell-proposed additional or related documents shall be at Russell's sole cost.

E. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the transaction contemplated herein.

F. Amendment. This Agreement may only be amended, altered, or revoked by written instrument signed by Russell, the City, and the BEDC.

G. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns. Russell may assign all or part of its rights and obligations hereunder only upon prior written approval of the BEDC, which approval shall not be unreasonably withheld or delayed.

H. Notice. Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing:

RUSSELL: Kenneth Russell
 Russell Feed & Supply
 5710 Jacksboro Hwy
 Fort Worth, Texas 76114-1570

BEDC: Director
 Benbrook Economic Development Corporation
 911 Winscott Road
 P.O. Box 26569
 Benbrook, Texas 76126

CITY: City Manager
City of Benbrook
911 Winscott Road
P.O. Box 26569
Benbrook, Texas 76126

with a copy to: Betsy Elam
Taylor, Olson, Adkins, Sralla & Elam, L.L.P.
6000 Western Place
Suite 200
Fort Worth, Texas 76107

I. Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party.

J. Applicable Law. This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas, and venue shall lie in Tarrant County, Texas.

K. Severability. In the event any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision 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.

L. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

M. No Joint Venture. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties.

N. Covenant Running with the Land. All rights, covenants, restrictions, burdens, privileges and charges, set forth in this Agreement shall exist at all times as long as this Agreement is in effect, among all parties having any right, title, or interest in any portion of all of the Property.

O. Force Majeure. If either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, inability to procure materials, failure of power, governmental moratorium or other governmental action or inaction (including, failure, refusal or delay in issuing permits, approvals or authorizations), injunction or court order, terrorist attacks, riots, insurrection, war, fire, earthquake, flood or other natural disaster or other reason of a like nature not the fault of the party delaying in performing work or doing acts required under the terms of this Agreement (but excluding delays due to financial inability), then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

P. Compliance with Law. Russell covenants and certifies that it does not and will not knowingly employ an undocumented worker as that term is defined by Section 2264.01(4) of the Texas Government Code. In accordance with Section 2264.052 of the Texas Government Code, if Russell or its branch, division, or department is convicted of a violation under 8 U.S.D. Section 1324a(f), Russell shall repay the BEDC the full amount of the Incentive made under this Agreement, plus 10% per annum from the date the Incentive was made. Repayment shall be paid within on hundred and twenty (120) days after the date Russell receives notice of violation from the BEDC.

**BENBROOK ECONOMIC
DEVELOPMENT CORPORATION**

CITY OF BENBROOK

By: _____
Kent Williams, President

By: _____
Andy Wayman, City Manager

Date: _____

Date: _____

ATTEST:

ATTEST:

City Secretary

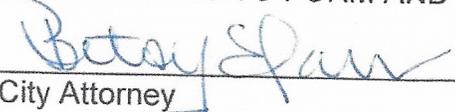
City Secretary

APPROVED AS TO FORM AND LEGALITY:

APPROVED AS TO FORM AND LEGALITY:



City Attorney



City Attorney

KENNETH RUSSELL

By: _____


Date: _____
8/13/2020

EXHIBIT "A"



Russell's Feed & Supply - 8704 Benbrook Blvd.

EXHIBIT "B"



Front Entrance

Mural

Mercedes St.



South

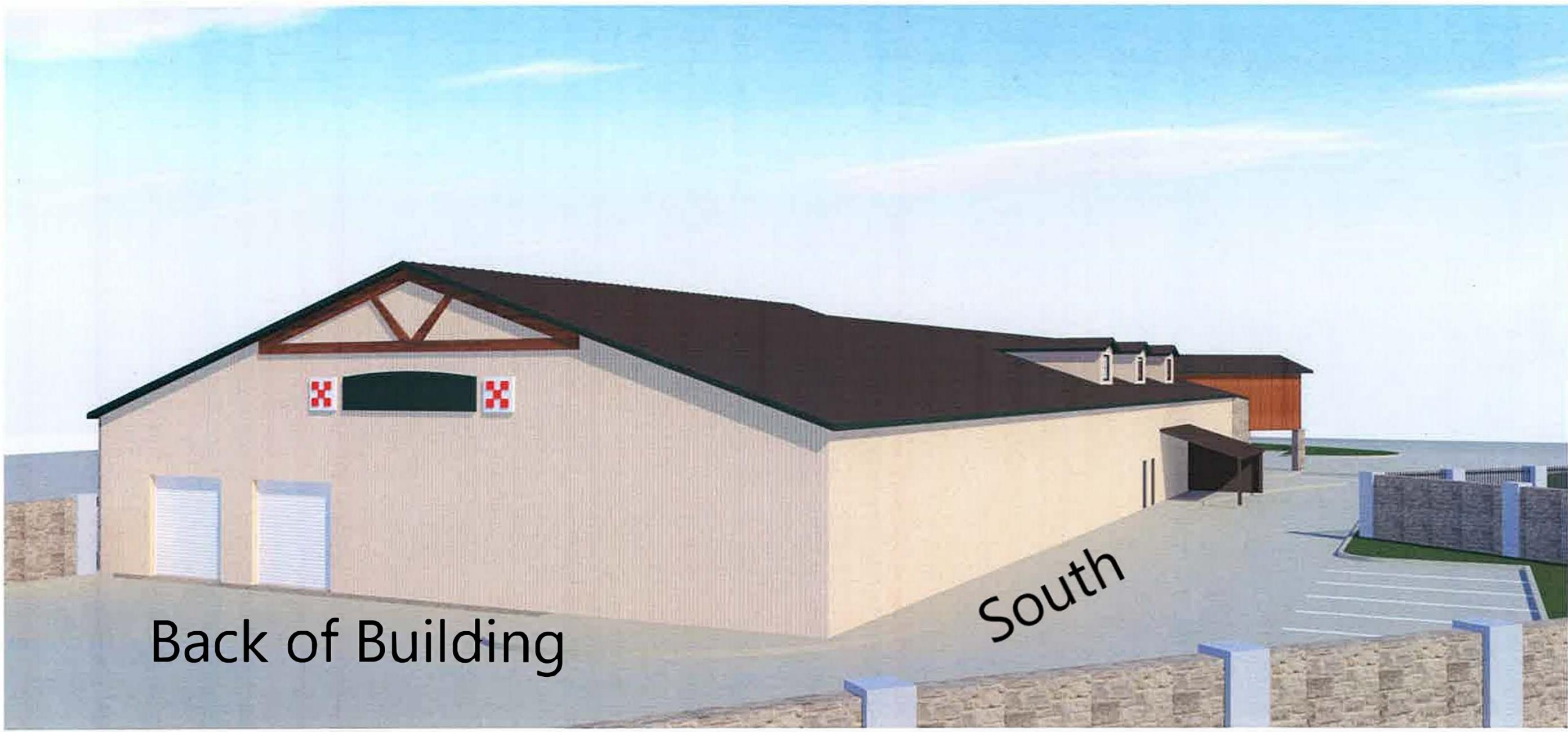
Front Entrance

Benbrook Blvd.



Mercedes St.

Back of Building



Back of Building

South

TEMPORARY COMMERCIAL LEASE AGREEMENT

For good and valuable consideration, the parties to this Temporary Commercial Lease Agreement (the "Lease") agree as follows:

ARTICLE ONE

DEFINED TERMS

As used in this Lease, the terms set forth in this Article One have the following meanings:

1.01 Effective Date: [TBD]

1.02 Landlord: **Benbrook Economic Development Corporation,**
a Texas economic development corporation

Address: attn: Cathy Morris
Economic Development and Marketing Director
911 Winscott Road, Benbrook, Texas 76126
Phone: 817-249-6090
Email: cmorris@benbrook-tx.gov

1.03 Tenant: **[Kenneth Russell]**

Address: 5710 Jacksboro Hwy, Fort Worth, TX 76114
Phone: 817- 624-6224
Email: krussell57fish@aol.com

1.04 Premises:

Block C, Lots 2R and 3R1 of the Westpark Addition to the City of Benbrook, Tarrant County, Texas, commonly known by the street addresses of 9331 and 9351, Westpark Drive, Benbrook, Texas 76126

1.05 Term:

From the Effective Date until [TBD], as may be shortened or extended by agreement of the parties (the "Expiration Date"). Landlord agrees that it shall not unreasonably agree to extend this Lease, for a reasonable period of time not to exceed three (3) months, in the event that Tenant, upon the exercise of due diligence, is unable to complete the construction of its intended new location by the Expiration Date.

1.06 Base Rent: **None - Zero Dollars (\$0.00)**

1.07 Security Deposit: **None**

1.08 Permitted Use: _____

LANDLORD'S INITIALS _____ TENANT'S INITIALS _____

ARTICLE TWO

LEASE AND TERM

Landlord leases the Premises to Tenant and Tenant leases the Premises from Landlord for the Term stated in Section 1.05 and the Base Rent stated in Section 1.06.

ARTICLE THREE

INSURANCE AND INDEMNITY

3.01 Property Insurance. Landlord shall not be required to maintain insurance policies covering damage to the Premises. Tenant may, at Tenant's sole expense, obtain and maintain insurance on Tenant's fixtures, equipment and improvements in or on the Premises as Tenant reasonably deems necessary to protect Tenant's interest. Any property insurance carried by Landlord or Tenant will be for the sole benefit of the party carrying the insurance and under its sole control.

3.02 Liability Insurance. During the Term, Tenant shall maintain a commercial general liability insurance policy, at Tenant's expense, insuring Tenant against liability arising out of the use or occupancy of the Premises, and naming Landlord as an additional insured. The initial amounts of the insurance must be at least \$1,000,000.00 for Each Occurrence, \$2,000,000.00 General Aggregate per policy year, and \$500,000.00 Medical Expense. The coverage amounts will be subject to periodic increases as Landlord may reasonably determine from time to time. The amounts of the insurance will not limit Tenant's liability or relieve Tenant of any obligation under this Lease. The policies must contain cross-liability endorsements and must insure Tenant's performance of the indemnity provisions of Section 5.04. The policies must contain a provision that prohibits cancellation or modification of the policy except upon thirty (30) days' prior written notice to Landlord. Tenant shall deliver a copy of the policy or certificate of insurance to Landlord before the Commencement Date and before the expiration of the policy during the Term. If Tenant fails to maintain the policy, Landlord may elect to maintain the insurance at Tenant's expense or terminate the Lease immediately.

3.03 Indemnity. Landlord will not be liable to Tenant or to Tenant's employees, agents, invitees or visitors, or to any other person, for any injury to persons or damage to property on or about the Premises or any adjacent area owned by Landlord caused by the negligence or misconduct of Tenant, Tenant's employees, subtenants, agents, licensees or concessionaires or any other person entering the Premises under express or implied invitation of Tenant, or arising out of the use of the Premises by Tenant and the conduct of Tenant's business, or arising out of any breach or default by Tenant in the performance of Tenant's obligations under this Lease. Tenant hereby agrees to defend, indemnify and hold Landlord harmless from any loss, expense or claims arising out of such damage or injury.

3.04 Waiver of Subrogation. Each party to this Lease waives any and every claim that arises or may arise in its favor against the other party during the Term of this Lease for any and all loss of, or damage to, any of its property located within or upon, or constituting a part of, the Premises, to the extent the loss or damage is covered by and recoverable under valid and collectible insurance policies. These mutual waivers are in addition to, and not in limitation or derogation of, any other waiver or release contained in this Lease with respect to any loss of, or damage to, property of the parties. Inasmuch as these mutual waivers will preclude the assignment of any such claim by way of subrogation to an insurance company (or any other person), each party agrees to immediately give to each insurance company that has issued an insurance policy to such party written notice of the terms of such mutual waivers, and to cause the policies to be endorsed to prevent the invalidation of the insurance coverage by reason of these waivers.

LANDLORD'S INITIALS _____ TENANT'S INITIALS _____

ARTICLE FOUR

USE OF PREMISES

4.01 Permitted Use. Tenant may use the Premises only for the Permitted Use stated in Section 1.08. Tenant has independently investigated and verified to Tenant's satisfaction the extent of any limitations or non-conforming uses of the Premises and Tenant is not relying upon any representations of Landlord with respect to any such matters.

4.02 Compliance with Laws. Tenant shall comply with all governmental laws, ordinances and regulations applicable to the use of the Premises, and will promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances and other activities in or upon, or connected with the Premises, all at Tenant's sole expense.

4.03 Utility Services. Tenant shall pay the cost of all utility services used for the Premises, including, but not limited to, initial connection charges and all charges for electricity, gas, water, sewer, storm water disposal, trash removal, telephone, Internet access and other communication services, and any other services that are commonly understood to be utilities, and the cost of replacing light bulbs and tubes.

4.05 Landlord's Access. Landlord and Landlord's agents will have the right to, upon reasonable advance notice, and without unreasonably interfering with Tenant's business, enter the Premises: (a) to inspect the general condition and state of repair of the Premises, (b) to make any repairs required or permitted under this Lease, (c) to show the Premises or the Property to any prospective tenant or purchaser, and (d) for any other reasonable purpose. If Tenant changes the locks on the Premises, Tenant must provide Landlord with a copy of each separate key.

4.06 Exemptions from Liability. Landlord will not be liable for any damage to the business (including any loss of income), goods, inventory, furnishings, fixtures, equipment, merchandise or other property of Tenant, Tenant's employees, invitees or customers, or for any injury to Tenant or Tenant's employees, invitees, customers or any other person in or about the Premises, whether the damage or injury is caused by or results from: (a) fire, steam, electricity, water, gas or wind; (b) the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or any other cause; (c) conditions arising on or about the Premises or other portions of the Property, or from other sources or places; or (d) any act or omission of any other occupant of the Property.

ARTICLE FIVE

PROPERTY CONDITION, MAINTENANCE, REPAIRS AND ALTERATIONS

5.01 Property Condition/Acceptance of Premises. Tenant has inspected, or has had an opportunity to inspect, the Premises, before the execution of this Lease. Tenant has determined that the Premises may be used for the Permitted Use. Tenant agrees to accept the Premises in "AS IS" condition and with all faults. Tenant waives any implied warranties of Landlord as to the quality or condition of the Premises or the Property, or as to the fitness or suitability of the Premises or the Property for any particular use.

5.02 Maintenance and Repairs. Landlord will not be required to perform any capital expenditure, replacement, maintenance or repairs, to the Premises whatsoever. Tenant will be fully responsible, at Tenant's expense, for any and all needed maintenance and repairs.

ARTICLE SIX

DAMAGE OR DESTRUCTION

In the event of any damage or destruction of the Premises, Landlord shall not have any obligation to rebuild, repair or replace any part of the Premises. In such event, Tenant's only right shall be to terminate the Lease and vacate the Premises.

ARTICLE SEVEN

LANDLORD'S INITIALS _____ TENANT'S INITIALS _____

ASSIGNMENT AND SUBLETTING

Tenant may not assign this Lease or sublet the Premises or any portion thereof. Landlord may assign this Lease to any purchaser of the Property.

ARTICLE EIGHT

ENVIRONMENTAL REPRESENTATIONS AND INDEMNITY

8.01 Tenant's Compliance with Environmental Laws. Tenant, at Tenant's expense, shall comply with all laws, rules, orders, ordinances, directions, regulations and requirements of Federal, State, county and municipal authorities pertaining to Tenant's use of the Property and with the recorded covenants, conditions and restrictions, regardless of when they become effective, including, without limitation, all applicable Federal, State and local laws, regulations or ordinances pertaining to air and water quality, Hazardous Materials, waste disposal, air emissions and other environmental matters, all zoning and other land use matters, and with any direction of any public officer or officers, pursuant to law, which impose any duty upon Landlord or Tenant with respect to the use or occupancy of the Property.

8.02 Tenant's Indemnification. Tenant shall not cause or permit any Hazardous Materials to be brought upon, kept or used in or about the Property by Tenant, or Tenant's agents, employees, contractors or invitees without the prior written consent of Landlord. If the presence of Hazardous Materials on the Property caused or permitted by Tenant results in contamination of the Property or any other property, or if contamination of the Property or any other property by Hazardous Materials otherwise occurs for which Tenant is legally liable to Landlord for damage resulting therefrom, then Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Property, damages for the loss or restriction on use of rentable or unusable space or of any amenity or appurtenance of the Property, damages arising from any adverse impact on marketing of building space or land area, sums paid in settlement of claims, reasonable attorneys' fees, court costs, consultant fees and expert fees) that arise during or after the Term as a result of the contamination. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial work, removal or restoration work required by any Federal, State or local government agency because of Hazardous Materials present in the soil or ground water on or under the Property. Without limiting the foregoing, if the presence of any Hazardous Materials on the Property (or any other property) caused or permitted by Tenant results in any contamination of the Property, Tenant shall promptly take all actions at Tenant's sole expense as are necessary to return the Property to the condition existing prior to the introduction of any such Hazardous Materials, provided that Landlord's approval of such actions is first obtained.

8.03 Definition. For purposes of this Lease, the term "**Hazardous Materials**" means any one or more pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent or oil as defined in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended, the Clean Water Act, as amended, the Water Pollution Control Act, as amended, the Solid Waste Disposal Act, as amended, or any other Federal, State or local environmental law, regulation, ordinance, or rule, whether existing as of the date of this Lease or subsequently enacted.

8.04 Survival. The representations and indemnities contained in this Article Eight will survive the expiration or termination of this Lease.

LANDLORD'S INITIALS _____ TENANT'S INITIALS _____

ARTICLE NINE

MISCELLANEOUS AND ADDITIONAL PROVISIONS

9.01 Amendments or Modifications. This Lease is the only agreement between the parties pertaining to the lease of the Premises and no other agreements are effective unless made a part of this Lease. All amendments to this Lease must be in writing and signed by all parties.

9.02 Notices. All notices and other communications required or permitted under this Lease must be in writing and will be deemed delivered, whether actually received or not, on the earlier of: (i) actual receipt if delivered in person or by messenger with evidence of delivery; or (ii) receipt of an electronic facsimile transmission ("Fax") or email ("Email") with confirmation of delivery; or (iii) upon deposit in the United States Mail as required below. Notices may be transmitted by Fax or Email to the Fax telephone number or email address specified in Article One of this Lease, if any. Notices delivered by mail must be deposited in the U.S. Postal Service, certified mail, return receipt requested, postage prepaid, and properly addressed to the intended recipient as set forth in Article One. Notices sent by any other means will be deemed delivered when actually received, with proof of delivery. After possession of the Premises by Tenant, Tenant's address for notice purposes will be the address of the Premises unless Tenant notifies Landlord in writing of a different address to be used for that purpose. Any party may change its address for notice by delivering written notice of its new address to all other parties in the manner set forth above.

9.03 Attorneys' Fees. If, on account of any breach or default by Tenant under this Lease, it becomes necessary for Landlord to employ an attorney to enforce or defend any of its rights or remedies under this Lease, Lessee agrees to pay Landlord its reasonable attorneys' fees and court costs, if any, whether or not suit is instituted in connection with the enforcement or defense.

9.04 Venue. All obligations under this Lease will be performed, payable and enforceable exclusively in Tarrant County, Texas. The laws of the State of Texas will govern this Lease.

9.05 Survival. All obligations of any party to this Lease that are not fulfilled at the expiration or the termination of this Lease will survive such expiration or termination as continuing obligations of the party.

9.06 Binding Effect. This Lease will inure to the benefit of, and be binding upon, each of the parties to this Lease and their respective heirs, representatives, successors and assigns. However, Landlord will not have any obligation to Tenant's successors or assigns unless the rights or interests of the successors or assigns are acquired in accordance with the terms of this Lease.

9.07 Patriot Act Representation. Landlord and Tenant each represent to the other that: (1) its property interests are not blocked by Executive Order No. 13224, 66 Fed. Reg. 49079; (2) it is not a person listed on the Specially Designated Nationals and Blocked Persons list of the Office of Foreign Assets Control of the United States Department of the Treasury; and (3) it is not acting for or on behalf of any person on that list.

LANDLORD EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY THAT THE PREMISES ARE SUITABLE FOR TENANT'S INTENDED COMMERCIAL PURPOSE, AND TENANT'S OBLIGATIONS HEREUNDER ARE NOT DEPENDENT UPON THE CONDITION OF THE PREMISES OR THE PERFORMANCE BY LANDLORD OF ANY OBLIGATIONS HEREUNDER, AND, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, TENANT SHALL CONTINUE TO PERFORM ITS OBLIGATIONS, WITHOUT ABATEMENT, DEMAND, SETOFF OR DEDUCTION, NOTWITHSTANDING ANY BREACH BY LANDLORD OF ITS DUTIES OR OBLIGATIONS HEREUNDER, WHETHER EXPRESS OR IMPLIED.

LANDLORD'S INITIALS _____ TENANT'S INITIALS _____

This Lease shall be effective as of the Effective Date.

LANDLORD:

Benbrook Economic Development Corporation

By (Signature): _____

Name: Kent Williams

Title: President

Date of Execution: _____

TENANT:

[Kenneth Russell] _____

By (Signature): _____

Name: [Kenneth Russell]

Title: _____

Date of Execution: _____

LANDLORD'S INITIALS _____ TENANT'S INITIALS _____

EXHIBIT "D"

4384sf

4,384
SQ.FT.

TRACT 1
14,238

32,017

SCREENED
A/C AREA

SCREENING

HAY TRAILERS

LANDSCAPE

DUMPSTER
W/ BOLLARDS

PROP. SIGN
LOCATION

PROP. SIGN
LOCATION

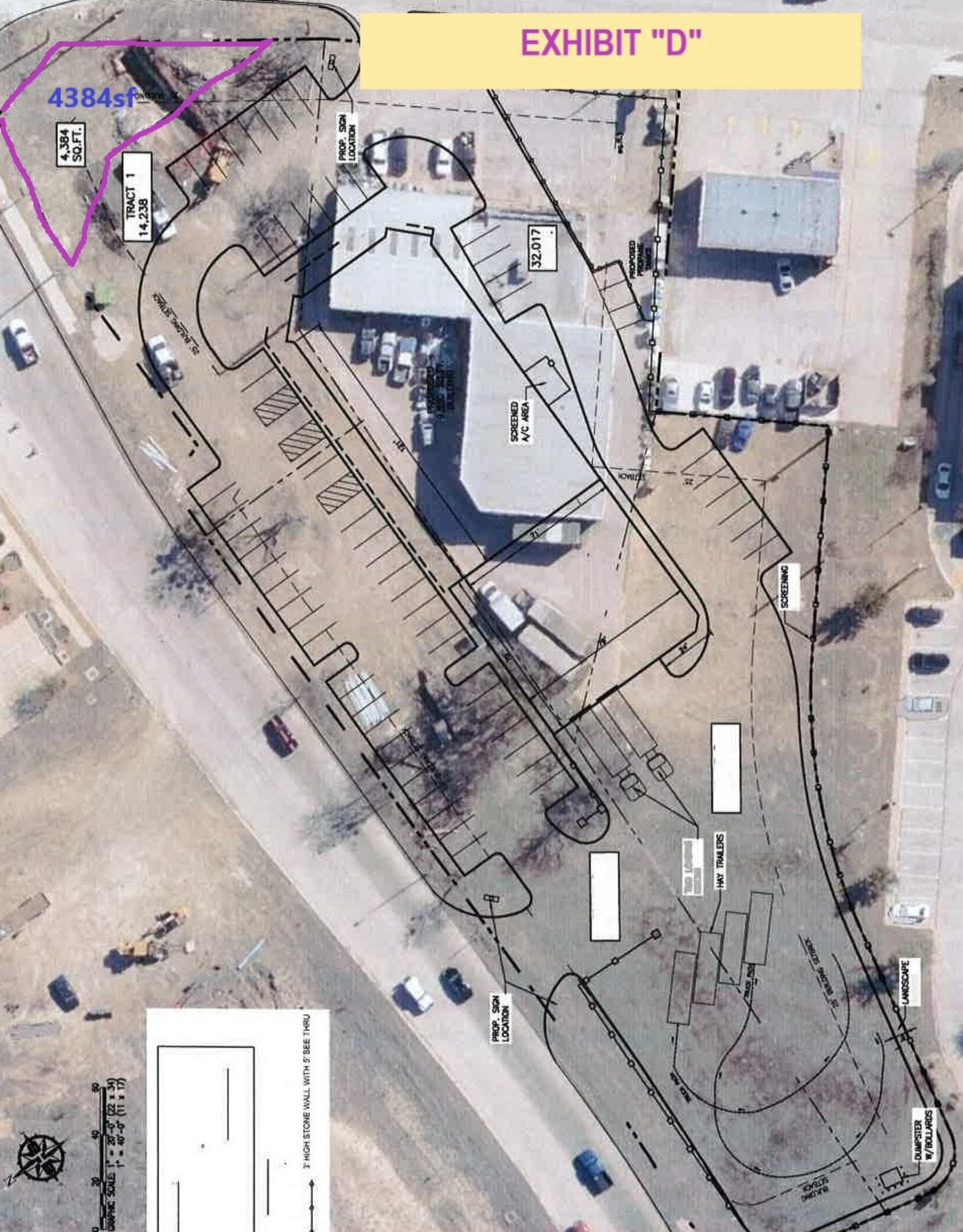
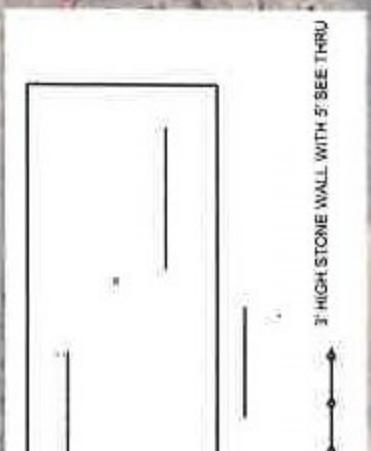


EXHIBIT "E" - COST ESTIMATES ONLY

RUSSELL FEED
BENBROOK TEXAS
6/8/2020

Category	Code	Description	Bid	
01 GENERAL REQ.	01:1100	ARCH/PLANS	\$ 10,000.00	
	01:1200	Engineering	\$ 68,300.00	MEP/STRUCT/BHP CIVIL SURVEY
	01:1300	City Permits/Fees	\$ 18,000.00	PERMIT/WATER SEWER?
	01:1500	Temp Facilities/Utilities	\$ 2,500.00	
	01:1600	Interior Clean	\$ 3,000.00	
	01:1700	Exterior Clean/Dumpster	\$ 4,500.00	
		TOTAL	\$ 106,300.00	
02 SITE WORK	02:2050	Basic Site Materials And M	\$ 88,400.00	
	02:2500	Utility Services	\$ -	
	02:2800	Drainage/Contain/Erosion	\$ 6,000.00	SILT FENCE ETC
	02:2610	Soil Testing	\$ 3,000.00	
	02:2800	SOIL INJECTION	\$ 19,814.00	
	02:2900	Landscaping/Irrigation	\$ 50,000.00	
02:2950	Site Restoration And Rehab	\$ 114,000.00	DEMO OLD BLDG/PAVING	
		TOTAL	\$ 281,214.00	
03 CONCRETE	03:3050	Basic Concrete Materials A	\$ 160,000.00	SLAB AND PORCHES
	03:3100	Concrete Forms Set Por Lab	\$ 18,500.00	DOCK WALLS
	03:3200	Concrete Reinforcement/Mat	\$ -	
	03:3300	SIDEWALK AT STREET 5'X1100'	\$ 30,250.00	CITY SIDEWALK
	03:3350	Parking/Flatwork	\$ 315,585.00	70,000 SQ FT PAVING
	03:3360	CURBS	\$ 15,000.00	1500 FT CURBS
	03:3400	Drilled Concrete Piers	\$ -	
	03:3500	TRAFFIC CONTROL	\$ 2,700.00	TRAFFIC CONTROL
	03:3600	Concrete Pump	\$ 6,000.00	
		TOTAL	\$ 548,035.00	
04 MASONRY	04:4050	Masonry Materials & Labor	\$ 158,000.00	SPLIT FACE CMU FENCE AND CONCRETE FOOTING/PIERS AT COLS
	04:4200	Masonry Units/ Brick Allow	\$ -	
	04:4400	Stone/Material Allowance	\$ 35,000.00	2600 SQ FT STONE/1 SIGN
	04:4700	Simulated Masonry/Stucco/E	\$ 16,700.00	2000 SQ FT STUCCO AT WAREHOUSE WALL AND DORMERS
		TOTAL	\$ 209,700.00	
05 METALS	05:5100	Structural Metal Framing L	\$ 320,000.00	
	05:5500	Metal Fabrications Steel S	\$ 18,500.00	LOGOS /SHELVES
	05:5700	Ornamental Metal/ Wrought	\$ 14,100.00	WROUGHT IRON FENCE AT PANEL YARD AND OVER HEAD
		TOTAL	\$ 352,600.00	
06 CARPENTRY	06:6100	Rough Carpentry Labor	\$ 50,000.00	ALL INTERIOR WALLS PORCHES CEDAR ETC
	06:6110	Frame Lumber/Materials	\$ 55,000.00	ALL WOOD FRAME INTERIOR CEDAR MATERIALS
	06:6200	Trim/Finish Labor	\$ 1,800.00	SET INTERIOR DOORS
	06:6210	Trim Mills/Wood Doors	\$ 4,500.00	INTERIOR DOORS/TRIM WINDOWS ETC
	06:6400	Cabinets/Arch Woodwork	\$ 7,000.00	
	06:6500	Specialty	\$ 4,200.00	ELIASON DOOR TO WAREHOUSE
		TOTAL	\$ 122,500.00	
07 THERMAL & MOIST. PRO.	07:7200	Thermal Protection /Insula	\$ 4,000.00	BATT EXTERIOR WALLS
	07:7300	Shingles, Roof Tiles, And	\$ -	
	07:7400	Roofing And Siding Panels	\$ -	
	07:7600	Flashing&Sheet Metal/Guter	\$ -	
	07:7700	Roof Specialties And Acces	\$ -	
	07:7800	Fire And Smoke Protection	\$ -	
	07:7900	Joint Sealers/Lot Striping	\$ 8,500.00	STRIPE PARKING LOT
			TOTAL	\$ 12,500.00
08 DOORS & WINDOWS	08:8100	Metal Doors And Frames	\$ -	
	08:8300	Specialty Doors/ Garage Ov	\$ -	
	08:8400	Entrances And Storefronts	\$ 27,400.00	4 STANLEY AUTO DOORS
	08:8500	Windows	\$ 1,600.00	2 FAUX BARN DOORS AT PORCHES CITY REQUEST
	08:8600	Skylights/Shower Doors	\$ -	
	08:8650	Mirrors	\$ -	
	08:8700	Hardware	\$ 5,000.00	DOOR LOCKS GRAB BARS CLOSERS RESTROOM WALL COVERING ETC
	08:8900	Glazed Curtain Wall	\$ -	
			TOTAL	\$ 34,000.00
09 FINISHES	09:9050	Basic Finish Materials And	\$ 5,600.00	STAINLESS COUNTERS
	09:9060	Granite Counter Tops	\$ 2,800.00	
	09:9070	Laminate Counter Tops	\$ 1,200.00	
	09:9100	Metal Support Assemblies	\$ -	
	09:9200	Drywall Mat/Lab	\$ 7,200.00	ALL OFFICE WALLS AND CLG
	09:9210	Tape Bed/Texture	\$ -	
	09:9300	Wall Tile Labor	\$ -	
	09:9310	Wall Tile Mat/Allowance	\$ -	
	09:9500	Ceilings/ Suspended Accous	\$ -	
	09:9610	Carpet Mat/Lab	\$ -	
	09:9630	Wood Labor	\$ -	
	09:9640	Floor Tile Material Allowa	\$ 1,200.00	MAT LABOR VINYL PLANK OFFICE /RESTROOM
	09:9650	Floor Tile Labor	\$ -	
	09:9660	Stain Concrete	\$ 20,000.00	
09:9700	Wall Finishes Frp	\$ -		
09:9800	Punch Out Materials	\$ -		
09:9810	Punch Out Labor	\$ -		
09:9900	Paints And Coatings	\$ 52,000.00		
		TOTAL	\$ 90,000.00	
10 SPECIALTIES	10:10400	Identification/Signs	\$ 300.00	
	10:10520	SIGN ALLOWANCE	\$ 14,000.00	
		TOTAL	\$ 14,300.00	

RUSSELL FEED
 BENBROOK TEXAS
 6/8/2020

11 EQUIPMENT	11:11200	Septic/Water Supply And T	\$	-	
	11:11450	Appliance/ Allowance Resi	\$	-	
		TOTAL	\$	-	
12 FURNISHINGS	12:12300	Manufactured Casework	\$	-	
		TOTAL	\$	-	
13 SPECIAL COND.	13:13120	Pre-Engineered Structures	\$	-	
	13:13150	Swimming Pools	\$	-	
	13:13165	Water Well	\$	-	
	13:13850	Detection And Alarm	\$	4,500.00	
	13:13900	Fire Suppression	\$	90,000.00	
		TOTAL	\$	94,500.00	
14 CONVEYING	14:14160	Loading Dock Equipment	\$	3,500.00	
	14:14200	Elevators	\$	-	
		TOTAL	\$	3,500.00	
15 MECHANICAL	15:15100	Plumbing Building Service	\$	21,000.00	
	15:15200	L.P. Gas/Tank	\$	4,500.00	
	15:15300	Fire Protection Piping	\$	-	
	15:15400	Allowance/Plumbing Fixture	\$	-	
	15:15700	HVAC Equipment	\$	87,000.00	
		TOTAL	\$	112,500.00	
16 ELECTRICAL	16:16050	Basic Electrical Material	\$	82,000.00	
	16:16500	Owner Allowance Lighting	\$	9,000.00	MISC LIGHTS AND BIG/FAN
	16:16700	ONCOR	\$	8,700.00	ONCOR SERVICES
	16:16800	Sound And Video	\$	-	
		TOTAL	\$	99,700.00	
		Builders Risk Insurance	\$	6,500.00	
		Closing Costs	\$	-	
		Contractor Fee	\$	-	
		General Liability Insurance	\$	12,000.00	
		Retention	\$	-	
		Supervision	\$	11,000.00	
		SUBTOTAL	\$	2,110,849.00	
Percentage for fee	10	Contractor Fee	\$	211,084.90	
		PROJECT TOTAL	\$	2,321,933.90	
ADDITIONAL COST ITEM REQUESTED BY CITY					
		INCREASE ROOF PITCH	\$	6,500.00	
		DORMERS,	\$	15,000.00	
		EXTRA ENTRY GABLE STONE/FRAMING/ELECT	\$	17,500.00	
		2 STANLEY AUTO DOORS AT ENTRY	\$	13,700.00	
		ALL STUCCO	\$	16,700.00	
		ADDITIONAL STONE WORK	\$	8,000.00	
		ADDED FAUX BARN DOORS AT PORCHES	\$	1,600.00	
		ADDITIONAL CONCRETE DUE TO BLDG FACING MERCEDES	\$	9,800.00	
		SCREEN FENCE CITY ORDINANCE	\$	158,000.00	
		TOTAL CITY REQUESTED ITEMS	\$	246,800.00	

EXHIBIT "F" - CONCEPTUAL IDEAS ONLY

