

RESOLUTION NO. EDC 2024-05-01

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE EVERMAN ECONOMIC DEVELOPMENT CORPORATION APPROVING A FIRST AMENDMENT TO ECONOMIC DEVELOPMENT PERFORMANCE AND 380 AGREEMENT BETWEEN THE CITY OF EVERMAN, THE EVERMAN ECONOMIC DEVELOPMENT CORPORATION, AND MUNAY DEVELOPMENT PARTNERS, LLC AND AUTHORIZING THE EXECUTIVE DIRECTOR TO SIGN THE SAME; PROVIDING FOR A REPEALING CLAUSE; AND DECLARING AN EFFECTIVE DATE.**

**WHEREAS**, the Board of Directors of the Everman Economic Development Corporation ("EEDC") previously approved and entered into an Economic Development Performance and 380 Agreement Between the City of Everman, the Everman Economic Development Corporation and Munay Development Partners, Inc. (the "Agreement"); and

**WHEREAS**, the parties to the Agreement desire to amend that Agreement and approval of such First Amendment has been recommended by City and EEDC staff; and

**WHEREAS**, upon full review and consideration of the proposed First Amendment to the Agreement, the Board of Directors is of the opinion and finds that the terms and conditions thereof should be approved and that the Executive Director should be authorized to sign the First Amendment on behalf of the EEDC;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE EVERMAN ECONOMIC DEVELOPMENT CORPORATION:**

**SECTION 1.** The First Amendment to Economic Development Performance and 380 Agreement Between the City of Everman, the Everman Economic Development Corporation, and Munay Development Partners, LLC, attached hereto and incorporated herein by this reference as Exhibit "A," is hereby approved and the Everman Economic Development Corporation Executive Director is hereby authorized to sign said Agreement and all related and necessary documents on behalf of the Everman Economic Development Corporation.

**SECTION 2.** All resolutions in conflict with the provisions of this Resolution shall be, and the same are, hereby repealed, provided, however, that all other provisions of said resolutions that are not in conflict herewith shall remain in full force and effect.

**SECTION 3.** This resolution shall take effect immediately from and after its passage.

**DULY RESOLVED AND ADOPTED** by the Board of Directors of the Everman  
Economic Development Corporation this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**APPROVED:**

**EVERMAN ECONOMIC DEVELOPMENT  
CORPORATION**

\_\_\_\_\_  
\_\_\_\_\_, Board Chairman

**ATTEST:**

\_\_\_\_\_, Board Secretary  
4870-8340-8777, v. 1

**EXHIBIT A**

**[First Amendment to Economic Development Performance and 380 Agreement  
Between the City of Everman, the Everman Economic Development Corporation  
and Munay Development Partners, LLC]**

4870-8340-8777, v. 1

**FIRST AMENDMENT TO ECONOMIC DEVELOPMENT PERFORMANCE  
AND 380 AGREEMENT BETWEEN THE CITY OF EVERMAN,  
THE EVERMAN ECONOMIC DEVELOPMENT CORPORATION  
AND MUNAY DEVELOPMENT PARTNERS, LLC**

This First Amendment to Economic Development Performance and 380 Agreement is made as of the date first signed by the authorized representatives of the Parties (the "Effective Date") by and between the City of Everman, ("City"), the Everman Economic Development Corporation ("EEOC"), and Munay Development Partners, LLC ("Munay"), each of which may be referred to herein as a "Party" and collectively as the "Parties."

**RECITALS**

**WHEREAS**, the Parties entered into that certain Economic Development Performance and 380 Agreement (the "Agreement") on September 21, 2022; and

**WHEREAS**, the Parties desire to amend the Agreement as set forth herein below through this First Amendment to Economic Development Performance and 380 Agreement Between the City of Everman, the Everman Economic Development Corporation, and Munay Development Partners, LLC (the "Amendment" or "First Amendment");

**NOW, THEREFORE**, in consideration of good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

**SECTION 1.** Unless otherwise defined herein, the terms used herein with initial capital letters shall have the same meanings assigned to such terms in the Agreement.

**SECTION 2.** A new Exhibit "B" is added, attached, and incorporated by this reference to the Agreement. The new Exhibit "B," a site plan for the Development, is attached hereto and incorporated herein by this reference as "Exhibit "B".

**SECTION 3.** The Agreement is amended by repealing and replacing Article 1, "Definitions" in its entirety to read as follows:

**"ARTICLE I  
DEFINITIONS**

1.01 "Agreement" means the Economic Development Performance and 380 Agreement between the City of Everman, the Everman Economic Development Corporation, and Munay Development Partners, LLC, as the same may be from time to time amended.

1.02 "Bankruptcy or Insolvency" shall mean the dissolution or termination of Munay's existence as a going business, insolvency, appointment of receiver for any part of Munay's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Munay and such proceeding is not dismissed within ninety (90) days after the filing thereof.

1.03 "Capital Investment" means all costs paid and incurred by Munay relating to the design and construction of the Improvements on the Property, including the actual construction costs and other costs of all buildings, structures, infrastructure, fixed machinery and



equipment, utilities, landscaping, and onsite and offsite improvement. As to these elements, Capital Investment shall include without limitation all labor and materials, engineering costs, surveying costs, fees of consultants, designers and other professionals, landscape design, fees related to platting, inspections, reviews, and required permits, geotechnical investigation, and construction material testing. Capital Investment shall not include costs for purchase of the Property, nor for financing the construction or marketing of the Improvements.

1.04 "City" means the City of Everman, Texas.

1.05 "Closing Date" means the date the City and/or Everman Economic Development Corporation convey title to the Property to Munay Development Partners, LLC.

1.06 "Commencement Date" shall mean the date upon which completion of construction has been reached for Phase I Improvements, Phase II Improvements, and Phase III Improvements.

1.07 "Commencement of Construction of Phase I Improvements" means that for Phase I Improvements, as that term is defined herein, the (i) the detailed plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Phase I Improvements, (ii) all necessary permits for the construction of the Phase I Improvements have been issued by the applicable governmental authorities, and (iii) grading of the Property and construction of the vertical elements of the Phase I Improvements (whether located above or below ground) has commenced.

1.08 "Commencement of Construction of Phase II Improvements" means that for Phase II Improvements, as that term is defined herein, the (i) the detailed plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Phase II Improvements, (ii) all necessary permits for the construction of the Phase II Improvements have been issued by the applicable governmental authorities, and (iii) grading of the Property and construction of the vertical elements of the Phase II Improvements (whether located above or below ground) has commenced.

1.09 "Commencement of Construction of Phase III Improvements" means that for Phase III Improvements, as that term is defined herein, the (i) the detailed plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Phase III Improvements, (ii) all necessary permits for the construction of the Phase III Improvements have been issued by the applicable governmental authorities, and (iii) grading of the Property and construction of the vertical elements of the Phase III Improvements (whether located above or below ground) has commenced.

1.10 "Completion of Construction of Phase I Improvements" shall mean substantial completion and issuance of a final certificate of occupancy by City for occupancy of the Phase I Improvements.

1.11 "Completion of Construction of Phase II Improvements" shall mean substantial completion and issuance of a final certificate of occupancy by City for occupancy of the Phase II Improvements.

1.12 "Completion of Construction of Phase III Improvements" shall mean substantial completion and issuance of a final certificate of occupancy by City for occupancy of the Phase III Improvements.

1.13 "Development" shall mean the design and construction of the Improvements, as that term is defined herein, on the Property."

1.14 "EEDC" shall mean the Everman Economic Development Corporation.

1.15 "Effective Date" shall mean September 21, 2022.

1.16 "Expiration Date" shall mean the fifth (5<sup>th</sup>) anniversary of the Completion of Construction.

1.17 "Facilities" shall mean the Improvements, as that term is defined herein, on the Property.

1.18 "Grant" shall mean an economic development grant in the amount of \$330,000.00 provided by City and/or EEDC and applied as a credit at the closing of the purchase by Munay of the Property.

1.19 "Impositions" shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Company or any property or any business owned by Company within the City.

1.20 "Improvements" shall mean (i) twelve (12) retail units of approximately 1,000 square feet each, (ii) one (1) restaurant facility of not less than 2,500 square feet, and (iii) either one (1) medical facility of approximately 6,000 square feet or an additional six (6) retail units of approximately 1,000 square feet each constructed on the Property along with all required driveways, parking areas, lighting, signage, landscaping, infrastructure, fencing, and related appurtenances and in accordance with the site plan attached hereto and incorporated herein as Exhibit "B."

1.21 "Incentives" shall mean the Grant and other acts or items of value provided to Munay by EEDC and City.

1.22 "Munay" shall mean Munay Development Partners, LLC.

1.23 "Phase I Improvements" shall mean twelve (12) retail units of approximately 1,000 square feet each constructed on the Property along with all necessary and related driveways, parking lots, infrastructure, landscaping, signage, and a six (6') foot high screening wall or fence to be constructed in accordance with the City's Fencing and Screening requirements along the property lines along both sides and the rear of the property and composed of wood or masonry.

1.24 "Phase II Improvements" shall mean one (1) restaurant facility of not less than 2,500 square feet constructed on the Property along with all necessary and related driveways, parking lots, infrastructure, landscaping, and signage.



1.25 "Phase III Improvements" shall mean either one (1) medical facility of approximately 6,000 square feet or an additional six (6) retail units of approximately 1,000 square feet each along with all necessary and related driveways, parking lots, infrastructure, landscaping, and signage.

1.26 "Project" means provision of the Incentives by EEDC and City, the purchase of the Property by Munay, the design and construction of the Improvements thereon, and the continuous use and occupancy of the Improvements for the Required Use as set forth in this Agreement.

1.27 "Property" means the real property otherwise known as Block 3, Lot 3R (404 King Street), Block 2, Lot 11R (405 King Street), Block 3, Lot 2R (406 King Street), Block 3, Lot 1R (408 King Street), Block 2, Lot 12R (403 King Street), Block 2, Lot 6R (406 N. Race Street), Block 2, Lot 7R (408 N. Race Street), Block 2, Lot 8R (410 N. Race Street), Block 2, Lot 9R (412 N. Race Street), Block 3, Lot 4R (502 N. Race Street), and Block 2, Lot 10R (414 N. Race Street), all in the City of Everman, Tarrant County, Texas, as depicted in Exhibit "A"

1.28 "Related Agreement" shall mean any agreement, other than this Agreement, by and between Munay and EEDC and/or the City.

1.29 "Required Use" shall mean continuous occupancy of the Improvements by Munay for one or more of the following uses:

(i) For the Phase I retail units and any Phase III retail units:

Bakery and confectionary shop – Non-industrial  
Ice Cream and Frozen Yogurt Parlors or Shops  
Restaurants, cafes, cafeterias, Drive Through Service  
Package Liquor Stores, Cocktail Lounges and Taverns, and Breweries  
Drug, Apothecaries, Pharmacies and Sundry  
Book, Stationary, Newsstands, Gift, Tobacco, Souvenir & Novelty Shop  
Arts, Crafts, Hobby and Fabric Shops  
Household Furnishings and Fixture Stores  
Antique Shop  
Instructed Music, Dance, Art and Drama Studios  
Fitness Center  
Motion Picture Theaters  
Bowling Alleys  
Amusement, Arcade (also video arcade)  
Amusement, Commercial Indoor

(ii) For the Phase II restaurant facility:

Restaurant (dine-in)

(iii) For the Phase III medical facility:

Medical, Dental, Chiropractic, Optometry, Podiatry, and Veterinarian  
Offices and Clinics  
Hospital, Medical Clinics (providing acute/extended patient care)"

**SECTION FOUR.** The term "Opening Date", whenever and wherever used in the Agreement, shall mean the Commencement Date as that term is defined herein.

**SECTION FIVE.** Article 4, “Term” of the Agreement is repealed and replaced in its entirety to read as follows:

**“ARTICLE 4  
TERM**

4.01 The term of this Agreement shall commence on the Effective Date and will terminate on the Expiration Date.”

**SECTION SIX.** Article 5, “Covenants of Munay Development Partners, LLC” of the Agreement is hereby renamed “Conditions to Grant and Incentives” and repealed and replaced in its entirety to read as follows:

**“ARTICLE 5  
CONDITIONS TO GRANT AND INCENTIVES**

Munay shall during the term of the Agreement satisfy and comply with the terms and conditions of the Agreement and specifically, each term and condition of this Article 5. The obligations of EEDC and City to provide the Grant and the Incentives or any portion thereof shall be conditioned upon Munay’s compliance with and satisfaction of the terms and conditions of this Agreement and each of the conditions set forth in this Article 5.

5.01 Good Standing. Munay shall not have an uncured breach or default of this Agreement or a Related Agreement.

5.02 Replat of Property. On or before the Commencement of Construction of Phase I Improvements, Munay shall replat the parcels making of the Property into one parcel and file the plat of record in the Tarrant County Real Property Records.

5.03 Commencement of Construction of Phase I Improvements. Commencement of Construction of Phase I Improvements, as that term is herein defined, shall occur not later than March 1, 2024.

5.04 Commencement of Construction of Phase II Improvements. Commencement of Construction of Phase II Improvements, as that term is herein defined, shall occur not later than January 1, 2025.

5.05 Commencement of Construction of Phase III Improvements. Commencement of Construction of Phase III Improvements, as that term is herein defined, shall occur not later than January 27, 2026.

5.06 Completion of Construction of Phase I Improvements. Completion of Construction of Phase I Improvements, as that term is herein defined, shall occur not later than January 27, 2025.

5.07 Completion of Construction of Phase II Improvements. Completion of Construction of Phase II Improvements, as that term is herein defined, shall occur not later than January 1, 2026.



5.08 Completion of Construction of Phase III Improvements. Completion of Construction of Phase III Improvements, as that term is herein defined, shall occur not later than September 27, 2026.

5.09 Compliance with City Laws and Regulations. The Improvements shall be constructed, used, and maintained in accordance with all City of Everman ordinances, development regulations and standards, and adopted Building Codes, Fire Codes, and other relevant Codes adopted by the City and applicable to the Improvements.

5.10 Continuous Use and Occupancy for Required Use. During the term of this Agreement commencing on the Commencement Date and continuing thereafter until the Expiration Date, Munay shall continuously occupy or cause to be occupied by its lessee(s) and/or purchaser(s), the Property and the Improvements, all of which shall not be used during the term of the Agreement for any purpose other than the Required Use as defined herein. Further, during the term of this Agreement, such occupation and use shall not cease as to any unit, part, or portion of the Improvements, for more than thirty (30) days except in connection with, and to the extent of, an event of Force Majeure as defined in Article 12 of this Agreement.

5.11 Capital Investment. Munay's Capital Investment for the Improvements as of the Completion of Construction of Phase III Improvements shall be not less than \$3,603,737.00, inclusive of hard and soft costs. Munay shall, not later than fifteen (15) calendar days after the date of Completion of Construction of Phase III Improvements or upon declaration of any default hereunder, deliver to EEDC and City copies of all records, contracts, receipts, invoices, bills, proofs of payment, and such other information as EEDC or City may reasonably request to document compliance with the required Capital Investment. In the event the total cost of the construction of the Improvements, as reasonably verified by EEDC, is less than \$3,603,737.00, Munay shall, within thirty (30) days of receipt by Munay of written demand by EEDC, pay the EEDC the difference in value between \$3,603,737.00 and the final total cost of the construction of the Improvements as reasonably verified by EEDC. Company's obligations under this provision 5.10 survive termination of this Agreement."

**SECTION SIX.** Article 8, "Incentives Provided by the EEDC to Munay" is hereby repealed and replaced in its entirety to read as follows:

"ARTICLE 8  
GRANT BY EEDC

3.1 Grant. SEDC agrees, subject to the continued satisfaction of all the terms and conditions of this Agreement by Munay and the obligation of Munay to repay the value of the Grant and the costs incurred by EEDC, to provide the Grant to Munay as a credit to be applied to the purchase price of the Property at the closing of thereof.

3.2 Escrow and Closing Fees. EEDC will pay the closing costs associated with the purchase of the Property by Munay from EEDC and/or City and will pay one-half of the escrow fee related thereto.

3.3 Grant Limitations. Under no circumstances shall the obligations of EEDC hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. EEDC shall not be obligated to pay any commercial bank, lender or similar

institution for any loan or credit agreement made by Company. None of the obligations of EEDC under this Agreement shall be pledged or otherwise encumbered by Company in favor of any commercial lender and/or similar financial institution.

3.4 Current Revenue. The Grant made hereunder shall be paid solely from lawfully available funds that have been appropriated by EEDC. EEDC shall have no obligation or liability to provide any Grant except as allowed by law. EEDC shall not be required to provide any of the Grant if prohibited under federal or state legislation or a decision of a court of competent jurisdiction.”

**SECTION SEVEN.** Article 10 “Default and Remedies” is hereby repealed and replaced in its entirety to read as follows:

**Article V  
Termination; Repayment**

10.1 Termination. This Agreement terminates on the Expiration Date, and may, prior to the Expiration Date, be terminated upon any one or more of the following:

- (a) by mutual written agreement of the Parties;
- (b) upon written notice by either Party, if the other Party defaults or breaches any of the terms or conditions of this Agreement or a Related Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;
- (c) upon written notice by EEDC, if any Impositions owed to EEDC, City or the State of Texas by Munay shall have become delinquent (provided, however, Munay retains the right to timely and properly protest and contest any such taxes or Impositions), and such delinquency is not cured within thirty (30) days following Munay’s receipt of written notice thereof;
- (d) upon written notice by EEDC, if Munay suffers an event of Bankruptcy or Insolvency; or
- (e) upon written notice by either Party, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

10.2 Repayment Required Due to Breach of Section 10.1(b). In the event the Agreement is terminated by SEDC pursuant to Section 10.1 (b):

- (a) due to a breach of the obligation set forth in section 5.02 and/or 5.03 hereof, Munay shall immediately refund to the EEDC an amount equal to the one hundred percent (100%) of value of the Grant as defined herein;
- (b) due to a breach of the obligation set forth in section 5.04 and/or 5.06 hereof, Munay shall immediately refund to the EEDC an amount equal to eighty percent (80%) of the value of the Grant as defined herein;



- (c) due to a breach of the obligation set forth in section 5.05 and/or 5.07 hereof, Munay shall immediately refund to the EEDC an amount equal to seventy (70%) percent of the value of the Grant as defined herein;
- (d) due to a breach of the obligation set forth in section 5.08 hereof, Munay shall immediately refund to the EEDC an amount equal to sixty (60%) percent of the value of the Grant as defined herein;
- (e) due to a breach of the obligation set forth in section 5.01 that is not also a breach of section 5.02 through 5.11, Munay shall immediately refund to the EEDC an amount equal to fifty (50%) percent of the value of the Grant as defined herein; and
- (f) due to a breach of an obligation set forth in section 5.10 hereof, Munay shall immediately refund to the EEDC an amount as follows:
  - i. If the breach occurs on a date that is more than four years prior to the Expiration Date, Munay shall refund an amount equal to one hundred percent (100%) of the value of the Grant, as defined herein;
  - ii. If the breach occurs on a date that is more than three years, but less than four years, prior to Expiration Date, Munay shall refund an amount equal to eighty percent (80%) of the value of the Grant, as defined herein;
  - iii. If the breach occurs on a date that is more than two, but less than three years prior to the Expiration Date, Munay shall refund an amount equal to sixty percent (60%) of the value of the Grant as defined herein;
  - iv. If the breach occurs on a date that is more than one, but less than two, year(s) prior to the Expiration Date, Munay shall refund an amount equal to forty percent (40%) of the value of the Grant as defined herein; and
  - v. If the breach occurs on a date that is less than one year prior to the Expiration Date, Munay shall refund an amount equal to twenty percent (20%) of the value of the Grant as defined herein.

The repayment obligations of Munay set forth in this Section 10.2 shall survive termination of this Agreement.

10.3 Repayment Due to Breach of Section 10.1(c), (d), and/or (e). In the event the Agreement is terminated by EEDC pursuant to Section 10.1(c), (d), and/or (e), Munay shall immediately refund to EEDC an amount equal to the Grant, as defined herein, plus interest at the rate of interest periodically announced by the *Wall Street Journal* as the prime or base commercial lending rate, or if the *Wall Street Journal* shall cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the SEDC) as its prime or base commercial lending rate from the date on which the Grant is provided (Closing Date) by EEDC until refunded by Munay. The repayment obligation of Munay set forth in this Section 10.3 shall survive termination of this Agreement.

10.4 Offsets. City and/or EEDC may, at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to City and/or EEDC from Munay, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement, or otherwise, and regardless of whether or



not the debt due EEDC and/or City has been reduced to judgment by a court.”

**SECTION EIGHT.** The Parties agree that Munay shall be released from compliance with Exhibit A to the Commercial Contract -Unimproved Property executed between the Parties with regard to the Property to the extent that any of the terms thereof conflict with the Agreement and that the conflicting terms as set forth in the Agreement shall control as though set forth in full in said Exhibit A to the Commercial Contract – Unimproved Property.

**SECTION NINE.** The Agreement shall continue in full force and effect except as herein amended. If any terms or conditions contained in this First Amendment are inconsistent with the Agreement, the terms and conditions of this First Amendment shall be controlling.

**EXECUTED** this the \_\_\_\_ day of \_\_\_\_\_, 2023.

**MUNAY DEVELOPMENT PARTNERS, LLC,  
a Texas Limited Liability Company**

By: \_\_\_\_\_  
Alvaro Munoz, Managing Member

STATE OF TEXAS                   §  
COUNTY OF TARRANT       §

This instrument was acknowledged before me on the date set forth below by Alvaro Munoz for and on behalf of Munay Development Partners, LLC, who stated on his oath that he is a managing member of Munay Development Partners, LLC, a Texas limited liability company, and that on the date set forth above he signed the above and foregoing document on behalf of Munay Development Partners, LLC after having been first duly authorized so to do.

Witness my hand and seal this the \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

[Notary Seal]

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

**MUNAY DEVELOPMENT PARTNERS, LLC,  
a Texas Limited Liability Company**

By: \_\_\_\_\_  
Fernando Enrique Urcelay-Torrida, Managing Member

STATE OF TEXAS                    §  
COUNTY OF TARRANT           §

This instrument was acknowledged before me on the date set forth below by Fernando Enrique Urcelay-Torrida for and on behalf of Munay Development Partners, LLC, who stated on his oath that he is a managing member of Munay Development Partners, LLC, a Texas limited liability company, and that on the date set forth above he signed the above and foregoing document on behalf of Munay Development Partners, LLC after having been first duly authorized so to do.

Witness my hand and seal this the \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

[Notary Seal]

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

**MUNAY DEVELOPMENT PARTNERS, LLC,  
a Texas Limited Liability Company**

By: \_\_\_\_\_  
Juan Enrique Munoz, Managing Member

STATE OF TEXAS                    §  
COUNTY OF TARRANT           §

This instrument was acknowledged before me on the date set forth below by Juan Enrique Munoz for and on behalf of Munay Development Partners, LLC, who stated on his oath that he is a managing member of Munay Development Partners, LLC, a Texas limited liability company, and that on the date set forth above he signed the above and foregoing document on behalf of Munay Development Partners, LLC after having been first duly authorized so to do.

Witness my hand and seal this the \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

[Notary Seal]

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

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**EVERMAN ECONOMIC DEVELOPMENT  
CORPORATION**

By: \_\_\_\_\_  
Michael Nicoletti, Executive Director

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY OF EVERMAN, TEXAS**

By: \_\_\_\_\_  
Craig Spencer, City Manager

Approved as to form:

By: \_\_\_\_\_  
Victoria W. Thomas, City Attorney  
and EEDC General Counsel  
4854-3904-5255, v. 1  
\_\_\_\_\_



4854-3904-5255, v. 1

**EXHIBIT B**  
**[Site Plan]**