

Sanger, Texas

Application for Property Enhancement Incentives

Contact: Shani Bradshaw, Executive Director - (940) 458-2059 - sbradshaw@sangertexas.org

1	PROJECT INFORMATION							
A	Property Address: 205 Acker Street							
B	Estimated Begin Work Date: 02/01/2024			Estimated Completion Date: 03/01/2024				
C	Years in business at this location: 5 Years							
D	Reason for requesting grant: To improve the physical appearance and viability of our business							
2	ELIGIBILITY OF PROPERTY							
	Yes	No	Item	Notes				
A	✓		Within the City?	•				
B	✓		Commercially zoned?	•				
C	✓		Tax Paying entity?	•				
D	✓		City taxes in good standing?	•				
E		✓	No City liens existing?	•				
F		✓	Proof of ownership provided?	• D&L Farm and Home leases this location				
G		✓	Outstanding code violations?	•				
H	✓		Frequency of Grants OK?	• In accordance with Section 3.1.8				
3	ELIGIBILITY OF BUSINESS							
	Yes	No	Item	Notes				
A	✓		Business taxes in good standing?	•				
B	✓		Tax Paying entity?	•				
C	✓		Continuous operations of 6 months?	• (within the City)				
D	✓		If not owner, authorization provided?	• We have signed consent of property owners.				
4			Enhancements	Total Cost	Policy Max 50%	Policy Max \$10,000	Amount Requested	Amount Approved
A			Facade: (Section 4.3)	\$	50 %	\$10,000	\$	\$
B			Interior Renovation: (Section 4.4)	\$	50 %	\$10,000	\$	\$
C			Landscaping: (Section 4.5)	7,502.22 \$	50 %	\$10,000	3,751.11 \$	\$
D			Lighting: (Section 4.6)	\$	50 %	\$10,000	\$	\$
E			Parking / Driveways: (Section 4.7)	\$	50 %	\$10,000	\$	\$
F			Pedestrian Amenities: (Section 4.8)	\$	50 %	\$10,000	\$	\$
G			Signage: (Section 4.9)	11,880.43 \$	50 %	\$10,000	5,940.21 \$	\$
H			Utilities: (Section 4.10)	\$	50 %	\$10,000	\$	\$
I			Code Compliance: (Section 4.11)	\$	50 %	\$10,000	\$	\$
J			Demolition: (Section 4.12)	\$	50 %	\$10,000	\$	\$
K	(Max. Grant Per Policy = \$10,000) TOTAL PROPERTY ENHANCEMENT GRANT APPROVED:							
L	Describe any planned Non-Grant Enhancements:							

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L	Describe any planned Non-Grant Enhancements:						

8	Applicant / Owner Certifications: In accordance with Resolution 11-14-20 adopting the Property Enhancement Incentives Policy, the undersigned do hereby certify the following:																																				
A	Section 7.1 - Application Accuracy: The information provided in the Application, and all that may have been affixed thereto, is true and correct, and that the City / Board may rely on all of the information therein contained, and all that may have been affixed thereto, as being true and correct.																																				
B	Section 7.2 - Compliance: I (we) certify that I am (we are) solely responsible for all safety conditions and compliance with all safety regulations, building codes, ordinance and other applicable regulations. Neither approval of an Application nor payment of a Property Enhancement Grant upon completion of the project shall constitute approval of the project by any City department, Board Member or Staff or a waiver by the City of any safety regulation, building code, ordinance or other applicable regulation.																																				
C	Section 7.3 - Insurance: I (we) certify that I (we) maintain sufficient insurance coverage for property damage and personal injury liability relating to the project.																																				
D	Section 7.4 - Maintenance: I (we) certify that the Enhancements, once approved by the City shall be maintained for a period of three (3) years from the date of payment. No changes shall be made without prior written approval from the City.																																				
E	Section 7.5 - Discretionary Rights: I (we) certify that I (we) acknowledge that the City has the absolute right of discretion in deciding whether or not to approve a matching Grant relative to the Application, whether or not such discretion is deemed arbitrary or without basis in fact, including the right to approve or disapprove a Grant on terms and conditions that are contrary to the guidelines of this Policy.																																				
F	Section 7.6 - Policy Promotion: I (we) authorize the City to use an approved project to promote the merits of this Policy, including but not limited to displaying a sign at the Property or Business during and within thirty (30) days after construction, and using photographs and descriptions of the project in distribution material, press releases, social media and on the City's website.																																				
G	Section 7.7 - Indemnification: I (we) certify that I am (we are) solely responsible for overseeing the work, and will not seek to hold the City, the Board, and / or their agents, employees, officers, and / or directors liable for any property damage, personal injury, or other loss related in any way to this Policy, and by submission of an Application, agree to indemnify the City, the Board and / or their agents, employees, officers, and / or directors from any claims or damages resulting from the project, including reasonable attorney fees.																																				
9	I (we) hereby affirm the Certifications noted above and approve this Application for Property Enhancement Incentives and the Enhancements Identified herein.																																				
<table border="1"> <thead> <tr> <th colspan="2">Property Owner</th><th colspan="2">Applicant / Business Representative</th></tr> </thead> <tbody> <tr> <td>Company:</td><td>Syler Caraway Properties, LLC</td><td>Company:</td><td>Oak Farm and Home</td></tr> <tr> <td>Signed:</td><td><i>Rhonda Caraway</i></td><td>Signed:</td><td><i>Emily Saller</i></td></tr> <tr> <td>Name:</td><td>Rhonda Caraway</td><td>Name:</td><td>Emily Saller</td></tr> <tr> <td>Title:</td><td>Owner</td><td>Title:</td><td>Owner</td></tr> <tr> <td>W:</td><td>940-391-8358</td><td>W:</td><td>940-305-9710</td></tr> <tr> <td>C:</td><td>940-391-3179</td><td>C:</td><td>940-390-0466</td></tr> <tr> <td>EM:</td><td>rbhcaraway@verizon.net</td><td>EM:</td><td>emily@oakfarmhome.com</td></tr> <tr> <td>Address:</td><td>3909 Andrew Ave Denton, TX 76210</td><td>Address:</td><td>205 Acker Street</td></tr> </tbody> </table>		Property Owner		Applicant / Business Representative		Company:	Syler Caraway Properties, LLC	Company:	Oak Farm and Home	Signed:	<i>Rhonda Caraway</i>	Signed:	<i>Emily Saller</i>	Name:	Rhonda Caraway	Name:	Emily Saller	Title:	Owner	Title:	Owner	W:	940-391-8358	W:	940-305-9710	C:	940-391-3179	C:	940-390-0466	EM:	rbhcaraway@verizon.net	EM:	emily@oakfarmhome.com	Address:	3909 Andrew Ave Denton, TX 76210	Address:	205 Acker Street
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Friday, Nov 24, 2023

Description of proposed enhancements to D&L Farm and Home at 205 Acker Street.

Existing Exterior:



1. Installation of a monument sign.

- Goal: To improve the physical appearance of our business, and ensure that customers that drive by our business are more likely to notice our location, able to have a better snapshot of who we are, and ultimately help improve brand awareness and viability.
- Sign Dimensions: 6' Tall by 8'-6" wide.
- Colors: Red, White, Blue, Black
- Materials: Concrete Foundation, Steel Base, Metal Sign Materials

MAY Allowed 40 sqft - Verified w/ DS 1-2-2024



1-5-2024 (New ~~100~~ Dimensions attached)



2. Installation of landscaping.

- a. Goal: To improve the physical appearance of our business by using native Texas plants
- b. Materials: Cedar mulch, Steel Edging, Native Texas Plants, River Rock
 - i. Live Plant List: Red Yucca, Grass Green No Striping, Cactus Purple and Green, Chaste Tree, Miscanthus Silver Maiden Grass, Yucca Soft Leaf





430 Mid Cities blvd. Hurst, TX 76054

Office 817-576-4435

Revised Purchase Agreement

This Purchase Agreement made and entered into this 5th day of January 2024, between Elite Signs of Texas (Seller) &

D&L Farm and Home (Purchaser).

Job Name: <u>D&L Farm and Home</u> <u>Sanger</u>	Address: <u>205 Acker St</u> <u>Sanger, TX 76266</u> Contact: <u>Jasmine Hooks 940.365.3129</u> Email: <u>jasmine@dandlfarmandhome.com</u>	Amount
JOB SCOPE:		
1 ea) Custom, double sided, LED internally lit, monument I.D. sign with marquee section and changeable marquee letters. Approx. size is now 5'5"x7'8"		\$12,495.00
1 ea) Installation of above sign		\$1,450.00
Note: City may require a little landscape or flowers at base of the sign, not included. Note: Engineering extra cost if city requires it. \$595.00 extra. Font of changeable marquee letters \$695.00 Permit acquisition plus permits at cost (billed on final invoice) A 3% transaction fee will be applied on all card transactions Warranty: 2 years parts & labor excluding vandalism and "acts of God" Time to complete: Please allow 7-9 weeks or meet agreed deadline Electrical: By owner or owners own licensed electrician		
SUBTOTAL		\$13,945.00
TAX		1,150.46
CONTRACT TOTAL		\$15,095.46
DOWN PAYMENT		\$ <u>7,547.73</u>
BALANCE DUE ON DELIVERY		

ACCEPTED

Seller: Elite Signs of Texas
430 Mid Cities Blvd.
Hurst, TX 76054

BY: Van Miller

Title: Owner

Date: 1.5.24

ACCEPTED

Purchaser: _____

BY: X _____

Title: _____

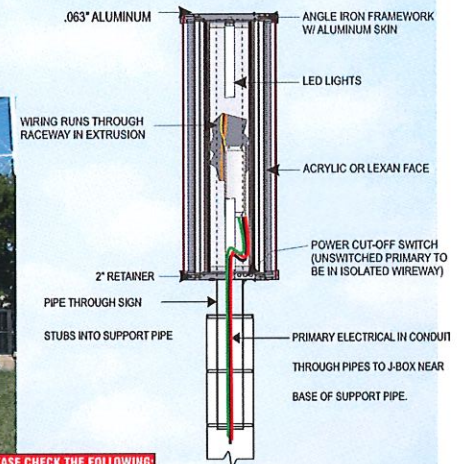
Date: _____

OPTION 6

SCOPE OF WORK:
FABRICATE & INSTALL (1) ONE MONUMENT SIGN
INTERNALLY ILLUMINATED BASE & REVEAL



ILLUMINATED MONUMENT SIGN	
PRIMED & WELDED STEEL FRAME	GREY
.050 ALUMINUM SKIN/RETAINERS	BLUE
3/16" PLEX FACES	WHITE
CLASS 2 LEDS & POWER SUPPLY	WHITE
3 ROWS CHANGEABLE LETRASET	BLACK
3M VINYL - TRANSLUCENT	TBD
2" REVEAL	BLACK
1/4" FCO ACRYLIC NUMBERS	WHITE



MONUMENT SIGN - **CONCEPT DRAWING NOT FOR PRODUCTION**

ONE (1) SET - D/F

CITY AND LANDLORD APPROVAL REQUIRED BEFORE PRODUCTION

SCALE 3/16" = 1'

PLEASE CHECK THE FOLLOWING:

- SPELLING
- CONTENT
- MEASUREMENTS
- COLORS
- PLACEMENT

Elite Signs
OF TEXAS
430 MID CITIES BLVD. HURST, TX 76054
817-576-4435 — www.elitesignsofexas.com

LANDLORD APPROVAL

THE UNDERSIGNED CONSENTS TO THE INSTALLATIONS AND MAINTENANCE OF THIS SIGN ON MY PROPERTY IN ACCORDANCE WITH THE AGREEMENT BETWEEN ELITE SIGNS AND MY TENANT(S) AND ANY EXTENSION, RENEWALS, OR MODIFICATIONS THEREOF.

X
(Property Owner/Authorized Agent Signature) Date

CLIENT APPROVAL

THIS DRAWING IS THE PROPERTY OF ELITE SIGN AND ALL RIGHTS TO ITS USE FOR REPRODUCTION ARE RESERVED BY ELITE SIGN.

X
(Client Signature) Date

GENERAL DISCLAIMER: ALL SIGNS TO BE MANUFACTURED AND INSTALLED IN ACCORDANCE WITH LOCAL AND STATE REGULATIONS. THIS DRAWING IS THE PROPERTY OF ELITE SIGN. IT SHALL NOT BE REPRODUCED, COPIED OR DISTRIBUTED WITHOUT THE AUTHORIZATION OF ELITE SIGN.

RENDERING APPROVAL: PLEASE CAREFULLY REVIEW ALL DIMENSIONS AND MATERIAL SPECIFICATIONS. COLOR SAMPLES CAN BE PROVIDED UPON REQUEST. ALL FIVE (5) ARE APPROPRIATE FOR MANUFACTURING.

PLEASE READ CAREFULLY BEFORE FINAL APPROVAL. REVIEW ALL RULES AND CHECK FOR ALL ERRORS. PLEASE PROVIDE ALL SPELLING, MATERIAL AND COLOR SPECIFICATIONS AND REGISTRATION NOTES. CHANGES AFTER APPROVAL ARE THE SOLE RESPONSIBILITY OF THE CLIENT. ADDITIONAL CHARGES WILL BE INCURRED. BY SIGNING THIS PROOF YOU ARE ACKNOWLEDGING THAT YOU HAVE READ AND FULLY UNDERSTAND ALL OF THE ABOVE, INCLUDING ALL ELITE SIGNS TERMS AND CONDITIONS.

CLIENT: D&L Farm & Home
ADDRESS: 205 Acker St.
Sanger, TX. 76266

ARTIST: SALESMAN: VAN
EMAIL: KASEY@ELITESIGNS.COM

Date 09/22/23
Rev 1: 10/02/23
Rev 2: 10/05/23
Rev 3: 10/10/23
Rev 4: 10/12/23
Rev 5: 10/13/23

Date 11/2/24
Rev 6: 11/2/24
Rev 7: 11/5/24

P4

Electrical Notes

1. Primary electrical at 120V.

2. A hole is required in the base of sign.

3. Electrical conduit is required to be 1/2" minimum.

SIGN IS TO BE MANUFACTURED TO UL SPECIFICATIONS AND WEATHER-RESISTANT. INSTALL IN ACCORDANCE WITH ARTICLE 600 OF NATIONAL ELECTRICAL CODES.



LEGACY SIGNS OF TEXAS

PROPOSAL

231865-01

Date: 10/13/2023

Expires: 11/12/2023

Drawing Numbers: 231865-02

Project: D&L Farm and Home
205 Acker St,
Sanger, TX 76266

Client: D&L Farm and Home
PO Box 271
Aubrey, TX 76227

Contact: Jasmine Jones Hook 970-481-1776 jasmine@dlfarmhome.com

We are pleased to offer this proposal for the following services at the above location.

Project Description:	Item Total:
Manufacture (1) 8' x 10' OAH D/F marquee monument with cost to include (1) set of 150 8" letters and storage box.	\$8,630.00
Installation of (1) new D/F marquee monument - cost to include foundation and steel	\$6,836.00
Permit Acquisition	\$450.00
Permits at cost on final invoice	
Deposit Rate: 50%	Subtotal: \$15,916.00
Deposit: \$8,614.54	Tax: \$1,313.07
	Total: \$17,229.07

Notes: Price quotation is valid for 30 days. All prices are subject to applicable sales tax. The above quoted prices are based on normal working hours and conditions. Exceptions to normal include: Lack of access or obstruction to site, adverse soil conditions, unidentified wall conditions and/or mandatory after hours work schedules. Prices are based on available information given at the time and are subject to change. Special conditions on the client's purchase order in no way negate the Conditions of Sale. In ordering the work described above, the client accepts all of these conditions whether noted on their purchase order or not. If unusual digging conditions (i.e.: ledge, water, bedrock, etc.) are encountered during ground installation, this contract is binding, however, additional costs based on our labor, sub-contract labor and materials, plus 10%, will be added to the above price. The client agrees to pay all costs of collection in the event of default of payment by the client, including reasonable attorney fees. In the event of delinquent payments, the client will be charged a rate of 10% interest every month after the first 30 days from installation of the sign(s). If payment is not received after written contact, OTS Legacy Signs, Inc., has the right to repossess the signage until payment is made in full or other written arrangements are made. The customer will be responsible for the cost of removal and re-installation if repossession is required. Permitting fees may also be required to re-install the sign. Timelines previously discussed apply from the date that all down payments, signed drawings, permits and approvals have been obtained. LSOT is not responsible for damage to existing utilities, private underground wires, sprinkler lines, etc. that have not been located by the client. LSOT is not responsible for

Salesperson: Rick Sutton

Buyer _____ Seller _____



D&L FARM AND HOME

SANGER, TX | 10.11.23



SITE MAP
 Scale: 1/64" = 1'-0"

LEGACY SIGNS OF TEXAS
 7923 E. McKinney St.
 Denton, TX 76208
 Office: 817.431.5700
 Fax: 817.431.5799

PRESENTATION DOCUMENT
 THE COLORS, SIZES AND PROPORTIONS INCLUDED IN THIS PRESENTATION DOCUMENT ARE PRELIMINARY TO ILLUSTRATE AND REPRESENT PROPOSED SIZES BASED ON INFORMATION OBTAINED FROM THE CLIENT. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. PROPORTIONS MAY BE REQUIRED TO CHANGE UPON THE RESULTS OF A TECHNICAL SURVEY.

JOB NUMBER	JOB DESCRIPTION	DATE	BY	REV	NOTES
231845	205 AGATE ST SIGN	10/11/23	JR	NA	
JOB NAME	SOL FORM AND NAME	10/12/23	JR	R1	REVISE / OF LETTERS
ADDRESS	205 AGATE ST SUMMER, TX 76204				
SALES	ROCK OUTLINE				
PROJECT MANAGER	DAVID HARPE				

THIS DRAWING PACKAGE IS THE PROPERTY OF LEGACY SIGNS OF TEXAS. BY ACCEPTING THIS DOCUMENT, RECIPIENT ASSUMES CUSTODY AND AGREES THAT THIS DOCUMENT WILL NOT BE COPIED OR REPRODUCED IN WHOLE OR IN PART ITS CONTENTS REVEALED IN ANY MANNER OTHER THAN TO THE INTENDED PARTY WITHOUT EXPRESS WRITTEN PERMISSION FROM LEGACY SIGNS OF TEXAS- 817.431.5700

10'-0"



0'-8"



NIGHT VIEW



EXISTING

ST 1 PROPOSED - D/F MONUMENT
1 Required - Manufacture & Install

Scale: 3/16" = 1'-0"
80 Sq. Ft.

7923 E. McKinney St.
Denton, TX 76208
Office: 817.431.5700
Fax: 817.431.5799



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JOB NUMBER	JOB DESCRIPTION	DATE	BY	REV	NOTES
231965	D/F MONUMENT SIGN	10.11.23	JR	NA	
	D&L FARM AND HOME	10.12.23	JR	R1	REVISED # OF LETTERS
	ADDRESS				
	SITES				
	PROJECT MANAGER				

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ST D/F ILLUMINATED MONUMENT W/ MARQUEE TRACKS

UNIVERSITY OF CALIFORNIA

7923 E. McKinney St.
Denton, TX 76208
Office: 817.431.5700
Fax: 817.431.5799

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JOB NUMBER	DATE	BY	REV	NOTES
231845	10.11.23	JR	NA	
JOB DESCRIPTION				
JOB NAME	10.12.23	JR	R1	REVISE 140 LETTERS
ADDRESS				
SALES				
PROJECT MANAGER				

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PLEASE CHECK OFF THE BOX AND PUT YOUR INITIALS

QUALITY CONTROL

- ☐ RELEASED _____
☐ PROGRAM _____
- ☐ LED LAYOUT _____
☐ PATTERN _____
- ☐ ROUTED _____
☐ VINYL _____
- ☐ CHANNEL BENDER _____
☐ CLINCHED _____
- ☐ LED _____
☐ TRIMCAP _____
- ☐ ASSEMBLE _____
☐ FABRICATE _____

ASSEMBLY LOAD OUT

- ☐ SIGN _____
☐ VINYL _____
☐ SPACERS _____
☐ STUDS _____
☐ UL LABELS _____
☐ MANU. MARK _____
- ☐ PATTERN _____
☐ POWER SUPPLIES _____
☐ WALL BUSTERS _____
☐ TENANT PANELS _____
☐ DANGER LABEL _____
☐ TOUCH UP PAINT _____



7923 E. McKinney St.
Denton, TX 76208
Office: 817.431.5700
Fax: 817.431.5799

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JOB NUMBER	231665	DATE	BY	REV	NOTES
JOB DESCRIPTION	OFF-MONUMENT SIGN	10-11-23	JR	NA	
JOB NAME	DOL FARM AND HOME	10-12-23	JA	RT	REUSE 4 OF LETTERS
ADDRESS	206 ACKER ST. (SANGER, TX 76266)				
SKILES	BOB SUTTON				
PROJECT MANAGER	CARLOS SAFLE				

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AM SERVICES INC.

LANDSCAPE & IRRIGATION

October 31, 2023

Landscape Bid for: D&L Sanger
Sanger, TX

ATTN: Emily Saller
Emily@dlfarmhome.com

AM Services Inc., a Texas Corporation, was incorporated in November 1993 to provide a high level of service to our customers fulfilling their individual business requirements. Our Texas Licensed Corporation, provides design and installation of irrigation, landscape, Arbors/Pergolas, custom stone work, and drainage correction for our commercial and residential customers.

References and licenses provided when needed.

We will be contacting you to confirm your requirements and our quote.

Bid Documents: Drawing designed by Brian

Our bid for landscape is complete in place based on the following clarifications:

- ◆ We will accept grade at +/- .1 and not engage in any work to influence or promote drainage of the site.
- ◆ Irrigation Products to be per plan specifications including heads valves and the controller.
- ◆ Water Meters, taps, and electrical connection for the controller to be provided by the General Contractor
- ◆ Includes Irrigation Permit and Inspection Fees.

STANDARD CLARIFICATIONS:

- ◆ Site at (+/-) 1/10 of a foot of finished grade, free of debris and 2" + rock.
- ◆ Price is subject to plant availability at the time of construction.
- ◆ Electrical connection to controller and water service to required locations by others.
- ◆ Not responsible for damage due to other trades, including protection to Irrigation system and plantings.
- ◆ Sleeves prior to concrete/asphalt work.
- ◆ Bid assumes site soil is acceptable for landscape and irrigation including all trench backfill, except as noted.
- ◆ Extra excavate to be spread on site.
- ◆ No planting prior to availability of a permanent landscape water source.
- ◆ Not responsible for soil conditions beneath previous asphalt/concrete areas.
- ◆ Access to planting prior to close in of other trades.
- ◆ Haul-off to General Contractor's roll-off dumpster only.
- ◆ Bid is based on normal dig procedures utilizing a John Deere 310G Backhoe, Ditch Witch RT40/3500/1820 for excavating trenches and two-man or Bobcat auger.
- ◆ Warranties for landscape and irrigation are included for a one year term, except as noted.
- ◆ If awarded a contract, all clarifications and exclusions of this proposal are to become a part of the Subcontract Agreement.

EXCLUSIONS:

- ◆ Survey or engineering.
- ◆ Demolition.
- ◆ Saw cutting, asphalt patching, coring, or boring.
- ◆ Traffic control, dust control, or barricades.
- ◆ Repair/modification of existing landscape or irrigation unless graphically shown on plans.
- ◆ Cost of water, water meters, and electrical connection to controller, taxes and bonds.
- ◆ Grubbing, rough grading, grading for drainage, or clean-up of other trades' excavate.
- ◆ Hardscape: concrete; curbs; pavers; fences, gates & wall types; and walk/pathways.
- ◆ Tree grates (if any) and associated concrete header.
- ◆ Rip rap/river run rock.
- ◆ Berms and mounds.
- ◆ Import of soil or cost of soil testing, except as noted.
- ◆ Tree preservation, plant protection, tagging, fencing, salvage, or replanting.
- ◆ Warranty of plant damage caused by abuse, neglect, animals, or Acts of God.
- ◆ Maintenance (none specified).
- ◆ Site Furnishings

Materials Included In Bid:

Yucca Soft Leaf (4), Miscanthus Silver Maiden Grass (2), Chaste Tree (1), Red Yucca (6), Cactus Purple and Green (1), River Rock Multicolor, Steel Edging, compost
Installed per design provided.

Subtotal: \$7,502.22
Tax: included

Thanks for inviting AM Services, Inc. to assist with this project. Please contact us with questions, or if we can help you further in any way. This bid is valid for 30 days from 10/31/2023 date.

Accepted by (Signature)

Date

Printed Name

Company Name

Phone Number

Address

AM Services, Inc. (Signature)

Date

Printed Name



AM Services, Inc.
Brian McDonald
940-634-2234
993 County Road 263
Gainesville, Texas 76240
brian@amservices.com



List of items:

1. Red Yucca Adult (6)
2. Grass Green No Striping (1)
3. River Rock Multicolor (2)
4. Cactus Purple and Green (1)
5. Chaste Tree (1)
6. Miscanthus Silver Maiden Grass (2)
7. Yucca Soft Leaf (4)

Go Fast Lawn Service

ESTIMATE

Date: 11/29/2023

To

D&L Farm and Home Sanger

205 Acker St
Sanger, TX 76266

Qty	Description	Date	Line Total
1	Set up 60ft of metal edging (11 gage)		\$960.00
1	Lay down 3 tons of river rock		\$1,350.00
1	Lay down required fabric down		\$100.00
1	Plant ten 3-gallon plants (red Yucca, Texas Hedge, Sunshine Ligustrum)		\$650.00
1	Plant butterfly tree		\$250.00
	• Flowerbed Around Sign		
1	Set up 36Ft of metal edging (11) gage		\$576.00
1	Lay down 2 tons of river rock		\$900.00
1	Lay down required fabric down		\$80.00
1	Plant four 3-gallon Red Yuccas, and four Texas Hedge		\$520.00
Subtotal			\$5,386.00
Total			\$5,386.00

Go Fast Lawn Service. 516 W. Neal St. Pilot Point, TX 76258. (903)-651-9424

Thank you for your business!

COMMERCIAL LEASE AGREEMENT

This Lease Agreement (the "**Lease**"), made and entered into on the 28 day of August 2021 between Syler Caraway Properties, a Texas limited liability company (the "**Landlord**") and D & L Farm and Home, Inc., a Texas corporation. In consideration of the mutual covenants contained in this Lease, Landlord and Tenant agree as follows:

1. General Terms.

- a. **Effective Date:** September 1, 2021
- b. **Premises:** 205 Acker St., Sanger, TX 76226, Denton County, Texas; known as Acker St. WHS
- c. **Legal Description:** ACKER STREET ADDN BLK 1 LOT 1
- d. **Floor Plan:** Being a floor area of approximately 7200 square feet, or a land area of approximately 36,643 square feet or approximately 0.841 acres.

2. Use of Premises

- a. The Premises shall be used for the sale of farm and home supplies and products and for no other purpose. Tenant will maintain the Premises in a clean and good condition (ordinary wear and tear and damage by condemnation or casualty excepted), and comply at its expense with all laws, ordinances, orders, rules and regulations of any governmental entity with reference to the use, condition, configuration or occupancy of the Premises by Tenant, as well as any other obligations reasonably imposed by Landlord hereunder.
- b. Without the prior written consent of Landlord, Tenant may not place any signs, ornaments or other objects on the Premises or the Property, including but not limited to the roof or exterior of the building or other improvements on the Property, or paint or otherwise decorate or deface the exterior of the building or other improvements on the Property. Any signs installed by Tenant must conform to applicable laws, deed restrictions, and other applicable requirements. Tenant must remove all signs, decorations and ornaments at the expiration or termination of this Lease, and must repair any damage and close any holes caused by installation or removal.
- c. Landlord and Landlord's agents will have the right to, upon

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 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 upon Landlord's request. During the last 150 days of the Term, Landlord and Landlord's agents may erect signs on or about the Premises advertising the Premises for lease or for sale.

- d. If Tenant pays the Rent, properly maintains the Premises, and complies with all other terms of this Lease, Tenant may occupy and enjoy the Premises for the full Term, subject to the provisions of this Lease.

3. Term

- a. Landlord leases to Tenant and Tenant hereby leases from Landlord the Premises. The Term of this Lease shall begin on the Effective Date and shall continue in full force and effect for seven years and ending upon August 31, 2028, unless extended or sooner terminated in accordance with the provisions of this Lease.
- b. By taking possession of the Premises, Tenant is deemed to have accepted the Premises and agreed that the Premises is in good order and satisfactory condition, with no representation or warranty by Landlord as to the condition of the Premises or the Building or suitability thereof for Tenant's use.
- c. In the event of holding over by Tenant after expiration or other termination of this Lease or in the event Tenant continues to occupy the Premises after the termination of Tenant's right of possession pursuant to Section 11 hereof, occupancy of the Premises subsequent to such termination or expiration shall be that of a tenancy on a month-to-month basis. Tenant shall, throughout the entire holdover period, be subject to all the terms and provisions of this Lease. If the holdover period is up to three months, Tenant shall pay for its use and occupancy an amount equal to one hundred ten percent (110%) of the sum of monthly Rent which would have been applicable had the Term continued through such period.

4. Rent and Security Deposit and Expenses

- a. Rent is due and payable in monthly installments during the

Term of this Lease as set forth in this Section. On or before the first day of each month during the Term of this Lease, Tenant shall pay monthly installments of \$4,000.00 per month.

- b. Tenant has paid a Security Deposit of \$4,000.00, which was collected in the previous lease agreement with an effective date of June 28, 2018 an ending upon August 31, 2021.

Landlord may apply all or part of the Security Deposit to any unpaid Rent, and damages and charges for which Tenant is legally liable under this Lease, and damages and charges that result from a breach of this Lease. If Landlord uses any part of the Security Deposit, Tenant shall restore the Security Deposit to its full amount within 10 days after Landlord's written demand. Tenant's failure to restore the full amount of the Security Deposit within the time specified will be a default under this Lease. No interest will be paid on the Security Deposit. Landlord will not be required to keep the Security Deposit separate from its other accounts, and no trust relationship is created with respect to the Security Deposit. After the expiration of this Lease, Landlord shall refund the unused portion of the Security Deposit, if any, to Tenant within 60 days after the date Tenant surrenders possession of the Premises and provides a written notice to Landlord of Tenant's forwarding address for the purpose of refunding the Security Deposit. The provisions of this Section will survive the expiration or termination of this Lease.

- c. If any payment under this Lease is not actually received on or before the due date (and not merely deposited in the mail), Landlord may, at Landlord's option and to the extent allowed by applicable law, impose a Late Charge on any late payments in an amount equal to 10% of the amount of the past due payment (the "Late Charge") after the payment is more than five days past due. If any check tendered by Tenant under this Lease is dishonored for any reason, Tenant shall pay to Landlord a dishonored check fee of \$30.00, plus (at Landlord's option) a Late Charge as provided above until Good Funds (defined below) are received by Landlord. The parties agree that any Late Charge and dishonored check fee represent a fair and reasonable estimate of the costs Landlord will incur by reason of the late payment or dishonored check. If there are any Late Charges, dishonored check fees, installments of Base Rent, and any other unpaid charges or reimbursements due to Landlord, then Landlord may apply

received from Tenant to any amounts due in any order Landlord may choose. Notwithstanding the foregoing, Landlord will not impose a Late Charge as to the first late payment in any calendar year, unless Tenant fails to pay the late payment to Landlord within three business days after the delivery of a written notice from Landlord to Tenant demanding the late payment be paid. However, Landlord may impose a Late Charge without advance notice to Tenant on any subsequent late payment in the same calendar year.

- d. If any two or more payments by check from Tenant to Landlord for Rent are dishonored and returned unpaid, thereafter Landlord may, at Landlord's option, by the delivery of a written notice to Tenant, require that all future payments of Rent for the remaining Term of this Lease must be made by cash, certified check, cashier's check, official bank check, money order, wire transfer or automatic electronic funds transfer ("Good Funds"), and that the delivery of Tenant's personal or corporate check will no longer constitute payment of Rent under this Lease. Any acceptance by Landlord of a payment for Rent by Tenant's personal or corporate check thereafter will not be construed as a waiver of Landlord's right to insist upon payment by Good Funds as set forth in this Section.
- e. Tenant is responsible for payment of all utilities and similar costs.

5. Taxes

- a. Landlord shall pay the real estate taxes on the Premises during the Term, subject to reimbursement by Tenant pursuant to any other provision in this Lease. If the real estate taxes levied against the Premises for the year in which the Term commences are increased as a result of any additions or improvements made by Tenant, or by Landlord at Tenant's request, Tenant shall pay to Landlord upon demand the amount of the increase and continue to pay the increase during the Term. Landlord shall use reasonable efforts to obtain from the tax assessor a written statement of the amount of the increase due to such additions or improvements.
- b. Tenant shall pay all taxes assessed against trade fixtures, furnishings, equipment, inventory, products, or any other personal property belonging to Tenant. Tenant shall use reasonable efforts to have Tenant's property taxed separately from the Premises. If any of Tenant's property is

taxed with the Premises, Tenant shall pay the taxes for Tenant's property to Landlord within 15 days after Tenant receives a written statement from Landlord for the property taxes.

- c. Unless otherwise provided in this Lease: (i) Landlord retains the right to protest the tax assessment of the Premises, and Tenant waives the right to protest; and (ii) Tenant waives Landlord's obligation to provide Tenant with a notice of the tax valuation of the Premises.

6. Insurance and Indemnity

- a. During the Term, Landlord shall maintain insurance policies covering damage to the Premises in an amount or percentage of replacement value as Landlord deems reasonable in relation to the age, location, type of construction and physical condition of the Premises and the availability of insurance at reasonable rates. The policies will provide protection against risks and causes of loss that Landlord reasonably deems necessary. Landlord may, at Landlord's option, obtain insurance coverage for Tenant's fixtures, equipment and improvements in or on the Premises. Promptly after the receipt of a written request from Tenant, Landlord shall provide a certificate of insurance showing the insurance coverage then in effect. Tenant shall, at Tenant's 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.
- b. Tenant shall not conduct or permit any operation or activity, or store or use any materials, in or around the Premises that would cause suspension or cancellation of any insurance policy carried by Landlord. If Tenant's use or occupancy of the Premises causes Landlord's insurance premiums to increase, then Tenant shall pay to Landlord, as additional Rent, the amount of the increase within 10 days after Landlord delivers written evidence of the increase to Tenant.
- c. 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 for each occurrence, \$2,000,000 General Aggregate per policy year, and \$10,000 for Medical Expense. If Tenant's liability insurance coverage is less than \$5,000,000, then Tenant must also maintain a commercial liability umbrella policy in amount to provide a combination of liability insurance coverage to equal a \$5,000,000 total limit. 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 this Lease. The policies must contain a provision that prohibits cancellation or modification of the policy except upon 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 falls to maintain the policy, Landlord may elect to maintain the insurance at Tenant's expense.

- d. 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. TENANT WILL NOT BE LIABLE FOR ANY INJURY OR DAMAGE CAUSED BY THE NEGLIGENCE OR MISCONDUCT OF LANDLORD, OR LANDLORD'S EMPLOYEES OR AGENTS, AND LANDLORD AGREES TO INDEMNIFY

AND HOLD TENANT HARMLESS FROM ANY LOSS, EXPENSE OR DAMAGE ARISING OUT OF SUCH DAMAGE OR INJURY.

- e. 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. THE PROVISIONS OF THIS SECTION WILL NOT, HOWEVER, EXEMPT LANDLORD FROM LIABILITY FOR LANDLORD'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

7. Property Condition, Maintenance, Repairs and Alterations

- a. Except as disclosed in writing by Landlord to Tenant before the execution of this Lease, to the best of Landlord's actual knowledge: (i) the Premises have no known latent structural or construction defects of a material nature; and (ii) none of the improvements to the Premises have been constructed with materials known to be a potential health hazard to occupants of the Premises.
- b. 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. Subject to any express obligations of Landlord in this Lease to construct any improvements, make repairs, or correct defects, Tenant agrees to accept the Premises in "AS IS" condition and with all faults (other than latent defects).

To the extent permitted by applicable law, 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.

- c. Landlord and Tenant acknowledge that this lease is intended to be a net lease with Tenant being responsible for all expenses to operate and maintain the Premises (including all components in and servicing the Premises) throughout the Term including but not limited to all repairs, maintenance, services, and utilities. Landlord shall be responsible for any repairs to the structural portions of the Premises, unless such repairs were caused by Tenant.

Landlord will not be obligated to maintain or repair windows, doors, overhead doors, plate glass or the surfaces of walls. In addition, Landlord will not be obligated to make any repairs under this Section until a reasonable time after receipt of written notice from Tenant of the need for repairs. If any repairs are required to be made by Landlord, Tenant shall, at Tenant's sole cost and expense, promptly remove Tenant's furnishings, fixtures, inventory, equipment and other property, to the extent required to enable Landlord to make repairs. Landlord's liability under this Section will be limited to the cost of those repairs or corrections. Tenant waives the benefit of any present or future law that might give Tenant the right to repair the Premises at Landlord's expense or to terminate this Lease because of the condition. All repairs, maintenance, management and other services to be performed by Landlord or Landlord's agents involve the exercise of professional judgment by service providers, and Tenant expressly waives any claims against Landlord for breach of warranty arising from the performance of those services.

- d. Tenant shall, at all times, keep all other portions of the Premises in good order, condition and repair (except for normal wear and tear), including, but not limited to, maintenance, repairs and all necessary replacements of the windows, plate glass doors, overhead doors, HVAC equipment, electrical and lighting systems, fire protection, interior and exterior plumbing, the interior and exterior of the Premises in general, pest control and extermination, down spouts, gutters, paving, railroad siding, care of landscaping and regular mowing of grass. In addition, Tenant shall, at Tenant's expense, repair any damage to any portion of the Premises, including the roof, foundation, or

11/18/00 Signed original
structural components and exterior walls of the Premises, caused by Tenant's acts or omissions. If Tenant fails to maintain and repair the Premises as required by this Section, Landlord may, on 10 days' prior written notice, enter the Premises and perform the maintenance or repair on behalf of Tenant, except that no notice is required in case of emergency, and Tenant shall reimburse Landlord immediately upon demand for all costs incurred in performing the maintenance or repair, plus a reasonable service charge.

- e. Tenant will pay for the HVAC services under this Lease. Tenant shall, at Tenant's own cost and expense, enter into a regularly scheduled preventative maintenance and service contract for all such HVAC systems and equipment during the Term. If Tenant fails to enter into such a service contract acceptable to Landlord, Landlord may do so on Tenant's behalf and Tenant agrees to pay Landlord the cost and expense thereof, plus a reasonable service charge, periodically upon demand.
- f. Tenant must keep the Premises clean and sanitary and promptly dispose of all trash in appropriate receptacles. Tenant will provide, at Tenant's expense, janitorial services to the Premises.
- g. Tenant may not create any openings in the roof or exterior walls without the prior written consent of Landlord. Tenant may not make any alterations, additions or improvements to the Premises ("Alterations") without the prior written consent of Landlord. However, Tenant is not required to obtain the Landlord's prior written consent for non-structural Alterations that do not cost more than \$5,000 and that do not modify or affect the roof, plumbing, HVAC systems or electrical systems. Consent for non-structural Alterations in excess of \$5,000 or that modify or affect plumbing, HVAC systems or electrical systems will not be unreasonably withheld, conditioned or delayed by Landlord. Tenant may erect or install trade fixtures, shelves, bins, machinery, HVAC systems, and refrigeration equipment, provided that Tenant complies with all applicable governmental laws, ordinances, codes, and regulations. At the expiration or termination of this Lease, Tenant may, subject to the conditions upon termination, remove items installed by Tenant, provided Tenant is not in default at the time of the removal and Tenant repairs, in a good and workmanlike manner, any damage caused by the installation or removal. Tenant shall pay for all costs

incurred or arising out of Alterations and will not permit any mechanic's or materialman's lien to be filed against the Premises or the Property. Upon request by Landlord, Tenant shall deliver to Landlord proof of payment, reasonably satisfactory to Landlord, of all costs incurred in connection with any Alterations.

- h. All fixtures, improvements and appurtenances attached to, or built into, the Premises at the commencement of or during the Term, whether or not by, or at the expense of, Tenant ("Leasehold Improvements"), shall be and remain a part of the Premises, shall be the property of Landlord, and shall not be removed by Tenant except as expressly provided herein. All unattached and moveable partitions, trade fixtures (including, but not limited to all printing presses and other production equipment), moveable equipment or furniture located in the Premises and acquired by or for the account of Tenant, which can be removed without structural damage to the Premises, and all personally brought into the Premises by Tenant (collectively, "Tenant's Property") shall be owned and insured by Tenant. Tenant shall have the right at any time to remove Tenant's Property from the Premises without Landlord's approval including all computers, telephones, satellite dishes and related equipment and cabling. Tenant shall repair any material damage caused by the removal of Tenant's Property.
- i. Unless otherwise provided in this Lease, Tenant shall pay the cost of all Utilities used for the Premises, and the cost of replacing light bulbs and tubes. Unless otherwise required by law, Landlord is the party entitled to designate utility and telecommunication service providers to the Premises. Landlord may, at landlord's option, allow Tenant to select the provider. If Tenant selects the provider, any access or alterations to the Property or the Premises necessary for the Utilities may be made only with Landlord's prior consent, which landlord will not unreasonably withhold or delay. If Landlord incurs any utility or connection charges that Tenant is responsible to pay and Landlord pays the charges, Tenant shall reimburse Landlord immediately upon receipt of a written notice from Landlord stating the amount of the charges.
- j. Upon the expiration or termination of this Lease. Tenant shall surrender the Premises to Landlord broom clean and in the same condition as received, except for normal wear and tear and any damage caused by a casualty that Tenant

is not otherwise obligated to repair under any provision of this Lease. In addition, Landlord may require Tenant to remove any Alterations before the expiration or termination of this Lease and to restore the Premises to their prior condition, all at Tenant's expense. However, Tenant will not be required to remove any Alterations that were made with Landlord's consent or that were otherwise permitted under the terms of this Lease. All Alterations that Tenant does not remove will become Landlord's property upon the expiration or termination of this Lease. In no event may Tenant remove any of the following items without Landlord's prior written consent: (i) electrical wiring or power panels; (ii) lighting or lighting fixtures; (iii) wall coverings, drapes, blinds or other window coverings; (iv) carpets or other floor coverings; (v) HVAC equipment; (vi) plumbing equipment; (vii) fencing or gates; or (viii) any fixtures, equipment or other items that, if removed, would affect the operation or the appearance of the Premises. However, Tenant may remove Tenant's trade fixtures, equipment used in Tenant's business, and personal property. The provisions of this Section will survive the expiration or termination of this Lease.

8. Damage or Destruction

- a. Notice. If any buildings or other improvements situated on the Property are damaged or destroyed by fire, flood, windstorm, tornado or other casualty, Tenant shall immediately give written notice of the damage or destruction to Landlord.
- b. Partial Damage. If the Premises are damaged by fire, tornado or other casualty, and rebuilding and repairs can be completed within 120 days after the date Landlord receives written notification from Tenant of the occurrence of the damage, then this Lease will not terminate, but Landlord shall proceed with reasonable diligence to rebuild and repair the Premises (other than leasehold improvements made by Tenant or any assignee, subtenant or other occupant of the Premises) to substantially the condition they were in before the damage. To the extent the Premises cannot be occupied (in whole or in part) after the casualty, the Rent payable under this Lease during the period the Premises cannot be fully occupied will be adjusted equitably. If the casualty occurs during the last 18 months of the Term, Landlord will not be required to rebuild or repair the damage unless Tenant exercises Tenant's renewal option (if any) within 15 days after the date Landlord

receives written notification of the occurrence of the damage. If the casualty occurs during the last 18 months of the Term and Tenant does not so exercise Tenant's renewal option, or if there is no renewal option in this Lease, Landlord may, at Landlord's option, terminate this Lease by delivering a written termination notice to Tenant, in which case the Rent will be abated for the unexpired portion of the Term, effective on the date Landlord received written notification of the damage.

- c. Substantial or Total Destruction. If the Premises are substantially or totally destroyed by fire, tornado, or other casualty, or so damaged that rebuilding and repairs cannot reasonably be completed within 120 days after the date Landlord receives written notification from Tenant of the occurrence of the damage, either Landlord or Tenant may terminate this Lease by promptly delivering a written termination notice to the other party, in which event the monthly installments of Rent will be abated for the unexpired portion of the Term, effective on the date of the damage or destruction. If neither party promptly terminates this Lease, Landlord shall proceed with reasonable diligence to rebuild and repair the Premises (except that Tenant shall rebuild and repair Tenant's fixtures and improvements in the Premises}. To the extent the Premises cannot be occupied (in whole or in part) after the casualty, the Rent payable under this Lease during the period the Premises cannot be fully occupied will be adjusted equitably.

9. Condemnation

- a. If, during the Term, all or a substantial part of the Premises are taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain, or are conveyed to the condemning authority under threat of condemnation, this Lease will terminate and the monthly installments of Rent will be abated during the unexpired portion of the Term, effective on the date of the taking. If less than a substantial part of the Premises is taken for public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or is conveyed to the condemning authority under threat of condemnation, Landlord shall promptly, at Landlord's expense, restore and reconstruct the Premises (other than leasehold improvements made by Tenant or any assignee, subtenant or other occupant of the Premises) in order to make the Premises reasonably

suitable for the Permitted Use. The Rent payable under this Lease during the unexpired portion of the Term will be adjusted equitably. If there is a taking of the Property that has a material, adverse effect on the operation of Tenant's business in the Premises, then the Rent will be adjusted equitably. Landlord and Tenant will each be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceeding. The termination of this Lease will not affect the rights of the parties to those awards.

10. Assignment and Subletting

- a. Tenant may not assign this Lease or sublet the Premises or any portion thereof, without the prior written consent of Landlord, which consent will not be unreasonably withheld or delayed. Any assignment or subletting will be expressly subject to all terms and provisions of this Lease, including the provisions pertaining to the use of the Premises. In the event of any assignment or subletting, Tenant will remain fully liable for the full performance of all of Tenant's obligations under this Lease. Tenant may not assign Tenant's rights under this Lease or sublet the Premises without first obtaining a written agreement from the assignee or sublessee whereby the assignee or sublessee agrees to assume the obligations of Tenant under this Lease and to be bound by the terms of this Lease. If a Default occurs while the Premises is assigned or sublet, Landlord may, at Landlord's option, in addition to any other remedies provided in this Lease or by law, collect directly from the assignee or subtenant all rents becoming due under the terms of the assignment or subletting and apply the rents against any sums due to Landlord under this Lease. No direct collection by Landlord from any assignee or subtenant will release Tenant from Tenant's obligations under this Lease.

11. Default

Each of the following events is a default under this Lease (a "**Default**");

- a. Failure of Tenant to pay any installment of the Rent or other sum payable to Landlord under this Lease on the date that it is due, and the continuance of that failure for a period of five days after Landlord delivers written notice of the failure to Tenant. This clause will not be construed to permit or allow a delay in paying Rent beyond the due date

and will not affect Landlord's right to impose a Late Charge;

- b. Failure of Tenant to comply with any term, condition or covenant of this Lease, other than the payment of Rent or other sum of money, and the continuance of that failure for a period of 30 days after Landlord delivers written notice of the failure to Tenant;
- c. Failure of Tenant or any guarantor of Tenant's obligations under this Lease to pay its debts as they become due or an admission in writing of inability to pay its debts, or the making of a general assignment for the benefit of creditors;
- d. The commencement by Tenant or any guarantor of Tenant's obligations under this Lease of any case, proceeding or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property;
- e. The commencement of any case, proceeding or other action against Tenant or any guarantor of Tenant's obligations under this Lease seeking to have an order for relief entered against it as debtor, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property, and Tenant or any guarantor: (i) fails to obtain a dismissal of such case, proceeding, or other action within 60 days of its commencement; or (ii) converts the case from one chapter of the Federal Bankruptcy Code to another chapter; or (iii) is the subject of an order of relief that is not fully stayed within seven business days after the entry thereof; and
- f. Vacancy or abandonment by Tenant of any substantial portion of the Premises or cessation of the use of the Premises for the purpose leased, and the continuance of that vacancy, abandonment or cessation for a period of 30 days after Landlord delivers a written notice to Tenant.

12. Remedies

- a. Upon the occurrence of any Default, Landlord may pursue any one or more of the following remedies without any prior notice or demand.

- i. Landlord may terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord. If Tenant fails to surrender the Premises, Landlord may, without prejudice to any other remedy that Landlord may have for possession of the Premises or Rent in arrears, enter upon and take possession of the Premises and expel Tenant and any other person who may be occupying the Premises or any part thereof, without being liable for any claim for damages due to the termination of this Lease or termination of possession. Tenant shall pay to Landlord on demand the amount of all Rent and loss and damage Landlord may suffer by reason of the termination or inability to relet the Premises up to the date of termination, in addition to any other liabilities that survive the termination of this Lease.
- ii. Landlord may enter upon and take possession of the Premises, without terminating this Lease and without being liable for any claim for damages due to termination of possession, and expel Tenant and any other person who may be occupying the Premises or any part thereof. Landlord may relet the Premises and receive rent from the new occupant. Tenant agrees to pay to Landlord monthly, or on demand from time to time, any deficiency that may arise by reason of any such reletting. In determining the amount of the deficiency, professional service fees, reasonable attorneys' fees, court costs, remodeling expenses and other costs of reletting will be subtracted from the amount of rent received from the new occupant.
- iii. Landlord may enter upon the Premises, without terminating this Lease and without being liable for any claim for damages due to such entry, and do whatever Tenant is obligated to do under the terms of this Lease. Tenant agrees to pay Landlord on demand for expenses that Landlord incurs in performing Tenant's obligations under this Lease, together with interest thereon at the rate of 12% per annum from the date spent until paid.
- iv. Landlord may sue Tenant for damages for breach of this Lease after Tenant's Default and abandonment of the Premises, or after Landlord terminates Tenant's possession and Tenant vacates the Premises, in which case the measure of damages is the sum of: (i) the unpaid Rent up to the date of the abandonment or vacancy, plus (ii) the difference between the Rent for

the remainder of the Term after abandonment or vacancy, and the fair market rental value of this Lease for the remainder of the Term after abandonment or vacancy, such difference to be discounted to present value at a rate equal to the rate of interest that is allowed by law in the State of Texas when the parties to a contract have not agreed on any particular rate of interest (or, in the absence of such law, at the rate of 6% per annum). Neither the enforcement or collection by Landlord of those amounts nor the payment by Tenant of those amounts will constitute a waiver by Landlord of any breach, existing or in the future, of any of the terms or provisions of this Lease by Tenant or a waiver of any rights or remedies that the Landlord may have with respect to any breach.

v. In addition to the foregoing remedies, Landlord may change or modify the locks on the Premises if Tenant fails to pay the Rent when due. Landlord will not be obligated to provide another key to Tenant or allow Tenant to regain entry to the Premises unless and until Tenant pays Landlord all Rent that is delinquent. Tenant agrees that Landlord will not be liable for any damages resulting to the Tenant from the lockout. When Landlord changes or modifies the locks, Landlord or Landlord's agent shall post a written notice in accordance with Section of the Texas Property Code, or its successor statute. Tenant may be subject to legal liability if Tenant or Tenant's representative tampers with any lock after the locks have been changed or modified.

vi. No re-entry or taking possession of the Premises by Landlord will be construed as an election to terminate this Lease, unless a written notice of that intention is given to Tenant. Notwithstanding any re-entry, taking possession or reletting, Landlord may, at any time thereafter, elect to terminate this Lease for a previous Default. Pursuit of any of the foregoing remedies will not preclude pursuit of any other remedies provided by law, nor will pursuit of any remedy provided in this Lease constitute a forfeiture or waiver of any Rent due to Landlord under this Lease or of any damages accruing to Landlord by reason of the violation of any of the provisions in this Lease. Failure of Landlord to declare any Default immediately upon its occurrence, or failure to enforce one or more of Landlord's remedies,

or forbearance by Landlord to enforce one or more of Landlord's remedies upon a Default, will not be deemed to constitute a waiver of any of Landlord's remedies for any Default Pursuit of any one of the remedies will not preclude pursuit by Landlord of any of the other remedies provided in this Lease. The loss or damage that Landlord may suffer by reason of a Default by Tenant under this Lease, or the deficiency from any reletting, will include the expense of taking possession and any repairs performed by Landlord after a Default by Tenant. If Landlord terminates this Lease at any time for any Default, in addition to other Landlord's remedies, Landlord may recover from Tenant all damages Landlord may incur by reason of the Default, including the cost of recovering the Premises and the Rent then remaining unpaid.

vii. Nothing in this Lease will be construed as imposing any duty upon Landlord to relet the Premises. Landlord will have no duty to mitigate Landlord's damages except as required by applicable law.

viii. No right or remedy of Landlord is intended to be exclusive of any other right or remedy, and each and every right and remedy will be cumulative and in addition to any other right or remedy now or hereafter existing under this Lease, at law, in equity or by statute. Landlord will not be liable for any damages resulting to Tenant from any right or remedy exercised by Landlord, regardless of the cause, even if it is caused by the sole, joint or concurrent negligence of Landlord.

b. **Notice of Default.** Tenant shall give written notice of any failure by Landlord to perform any of Landlord's obligations under this Lease to Landlord and to any ground lessor, mortgagee or beneficiary under any deed of trust encumbering the Premises whose name and address have been furnished to Tenant in writing. Landlord will not be in default under this Lease unless Landlord (or the ground lessor, mortgagee or beneficiary) fails to cure the nonperformance within 30 days after receipt of Tenant's notice. However, if the nonperformance reasonably requires more than 30 days to cure, Landlord will not be in default if the cure is commenced within the 30-day period and is thereafter diligently pursued to completion.

c. **Limitation of Landlord's Liability.** Each Landlord is obligated to perform the obligations of Landlord under this

Lease only during the time such Landlord owns such title or estate. Any Landlord who transfers its title, estate or other interest is relieved of all liability with respect to the obligations of Landlord under this Lease accruing on or after the date of the transfer, and Tenant agrees to recognize the transferee as Landlord under this Lease. However, each Landlord shall deliver to its transferee the Security Deposit held by Landlord, to the extent the Security Deposit has not then been applied under the terms of this Lease.

13. Landlord's Contractual Lien

- a. In addition to the statutory Landlord's lien, Tenant hereby grants to Landlord a security interest to secure payment of all Rent and other sums of money becoming due under this Lease from Tenant, upon all inventory, goods, wares, equipment, fixtures, furniture and all other personal property of Tenant situated in or on the Premises, together with the proceeds from the sale thereof. Tenant may not remove such property with the consent of Landlord until all Rent in arrears and other sums then due to Landlord under this Lease have been paid. Upon the occurrence of a Default, Landlord may, in addition to any other remedies provided in this Lease or by law, enter upon the Premises and take possession of any and all goods, wares, equipment, fixtures, furniture and other personal property of Tenant situated in or on the Premises without liability to trespass or conversion, and sell the property at public or private sales, with or without having the property at the sale, after giving Tenant reasonable notice of the time and place of any such sale. Unless otherwise required by law, notice to Tenant of the sale will be deemed sufficient if given in the manner prescribed in this Lease at least 10 days before the time of the sale. Any public sale made under this Article will be deemed to have been conducted in a commercially reasonable manner if held on the Premises or where the property is located, after the time, place and method of sale and a general description of the types of property to be sold have been advertised in a daily newspaper published in the county where the Premises is located for 5 consecutive days before the date of the sale. Landlord or its assigns may purchase at a public sale and, unless, prohibited by law, at a private sale. The proceeds from any disposition pursuant to this Article, less any and all expenses connected with the taking of possession, holding and selling of the property (including reasonable attorneys' fees and expenses), will be applied as a credit

against the indebtedness secure by the security interest granted in this Article. Any surplus will be paid to Tenant or as otherwise required by law, and Tenant shall promptly pay any deficiencies. Landlord is authorized to file a financing statement to perfect the security interest of Landlord in the aforementioned property and proceeds thereof under the provisions of the Texas Business and Commerce Code in effect in the State of Texas. Provided Tenant is not in default under any of the terms of this Lease, upon written request by Tenant, Landlord shall deliver a written subordination of Landlord's statutory and contractual liens to any liens and security interests securing any institutional third party financing of Tenant. Landlord shall not unreasonably withhold or delay the delivery of Landlord's written subordination.

14. Subordination, Estoppel Certificates, & Financial Information

- a. Landlord may subordinate this Lease to any future ground Lease, deed of trust or mortgage encumbering the Premises, and advances made on the security thereof and any renewals, modifications, consolidations, replacements or extensions thereof, whenever made or recorded. Landlord's right to subordinate is subject to Landlord providing Tenant with a written Subordination, Non-disturbance and Attornment Agreement from the ground lessor, beneficiary or mortgagee wherein Tenant's right to peaceable possession of the Premises during the Term will not be disturbed if Tenant pays the Rent and performs all of Tenant's obligations under this Lease and is not otherwise in default, in which case Tenant shall attorn to the transferee of or successor to Landlord's interest in the Premises and recognize the transferee or successor as Landlord under this Lease. Tenant's rights under this Lease are subordinate to any existing ground lease, deed of trust or mortgage encumbering the Premises. However, if any ground lessor, beneficiary or mortgagee elects to have this Lease be superior to its ground lease, deed of trust or mortgage and gives Tenant written notice thereof, then this Lease will be deemed superior to the ground lease, deed of trust or mortgage whether this Lease is dated prior or subsequent to the date of the ground lease, deed of trust or mortgage or the date of recording thereof.
- b. Tenant shall sign and deliver any document that may be requested to evidence any attornment or subordination, or any agreement to attorn or subordinate, as long as the

document is consistent with the provisions of Section 14(a). If Tenant fails to do so within 10 days after a written request, Tenant hereby irrevocably appoints Landlord as Tenant's attorney-in-fact to execute and deliver the attornment or subordination document.

- c. Within 10 days after receipt of a written request from Landlord, Tenant will execute and deliver to Landlord an estoppel certificate that identifies the terms and conditions of this lease.
- d. Within 30 days after receipt of a written request from Landlord, Tenant will provide to Landlord, Tenant's current financial information (balance sheet and income statement). Landlord may request the financial information no more frequently than once every 12 months.

15. Miscellaneous and Additional Provisions

- a. This lease is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.
- b. Landlord's delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed a waiver of any other or subsequent breach by Tenant or any other term in this lease.
- c. If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.
- d. Landlord and Tenant understand, agree and acknowledge that (i) this Lease has been freely negotiated by both parties; and (ii) in any controversy, dispute or contest over the meaning, interpretation, validity, or enforceability of this Lease or any of its terms or conditions, there shall be not inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof.
- e. This Lease may be executed in one or more counterparts, which shall together represent one agreement, and the parties agree that a facsimile of the signed execution pages of this Lease, faxed or scanned and e-mailed, shall be the

equivalent of signed originals.

f. This Lease constitutes the entire agreement between the parties hereto with respect to the subject matter of this Lease and supersedes all prior agreements and understandings between the parties related to the leasing of the Premises, including all lease proposals, letters of intent and similar documents. All understandings and agreements heretofore had between the parties with respect to the leasing of the Premises are merged in this Lease which alone fully and completely expresses the agreement of the parties, neither party relying upon any statement or representation not embodied in this Lease. This Lease may be modified only be a written agreement signed by Landlord and Tenant.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

Landlord: Syler Caraway
Properties, a Texas limited
liability company

Tenant: D & L Farm and Home, Inc.,
a Texas corporation

By: *Rhonda Caraway*

Name: *Rhonda Caraway*

Title: *Owner / Managing Member*

Syler Caraway Properties

By: *Emily Saller*

Name: *Emily Saller*

Title: *Secretary/Treasurer*

D&L Farm + Home, Inc.

William E Caraway Jr.
William E Caraway Jr.

Matt Saller
Matthew Saller