Dan Bochsler, President
Kim Willmott, Vice-President
Charles Drane, Secretary/Treasurer
Firouz Haghighi, Director
Joseph Thompson, Director
Debbie Wacha, Director
Ernest Williams, Director

Christophe Trahan, EDC Director
Melissa Temple, Admin. Assistant
Mary Ann Admire, Marketing Analyst

NOTICE OF MEETING
ECONOMIC DEVELOPMENT CORPORATION
November 10, 2026
10:00 A.M.
PEDC Office
100 Willow Creek Pkwy, Suite A
Palestine, TX

Zoom Link: https://us06web.zoom.us/j/84787042046?pwd=i6xXxmOabLqRD53fsrbUCN4M7B0Nsi.1

Meeting ID: 847 8704 2046
Passcode: 653690

Note: when you are joining a Zoom meeting by phone, you can use your phone's dial pad to enter the commands *6 for toggling mute/unmute and *9 to "raise your hand." Learn more here.

Follow us live at: facebook.com/PalestineTxEDC

A. **CALL TO ORDER**

B. **PROPOSED CHANGES OF AGENDA ITEMS**

C. **PUBLIC COMMENTS**
Any citizen wishing to speak during public comments regarding an item on or off the agenda may do so during this section of the agenda. All comments must be no more than five minutes in length. Any comments regarding items, not on the posted agenda may not be discussed or responded to by the board. Members of the public may join via Zoom or in person.

D. **CONFLICT OF INTEREST DISCLOSURES**

E. **ITEMS FROM BOARD**

F. **DIRECTOR'S REPORT**

1. Review Monthly Director's Report.
   a.) Strategic Plan Activity
   b.) Retail Sector Data
   c.) Workforce Data
   d.) Development Services Report
   e.) All Other Economic Development Activities

2. Review Monthly Marketing Analyst Report.
   a.) Monthly Marketing Activities
   b.) Monthly Marketing Analytics
   c.) All Other Marketing Activities

G. **DISCUSSION AND ACTION ITEMS**

1. Consider approval of the PEDC minutes from October 13, 2026.
2. Consider approval of the October 2026 Financial Report.

3. Presentation regarding a Downtown Grant Application and Performance Agreement with Subi Gandhi for the property located at 304 East Crawford Street.
4. Presentation regarding a Downtown Grant Application and Performance Agreement with Subi Gandhi for the property located at 310 East Crawford Street.
5. Presentation regarding a Downtown Grant Application and Performance Agreement with Buddin Business Investment, LLC. for the property located at 109 West Spring Street.
6. Presentation regarding a Downtown Grant Application and Performance Agreement with Buddin Business Investment, LLC. for the property located at 110 West Main Street.
7. Presentation regarding a Downtown Grant Application and Performance Agreement with CASA of Trinity Valley for the property located at 603 North Perry Street.
8. Presentation regarding a Downtown Grant Application and Performance Agreement with Link Bratton Building, LLC. for the property located at 105 West Oak Street.
9. Discussion and possible action regarding a Downtown Grant Performance Agreement with Three Owls Enterprises, LLC.
10. Discussion and possible action regarding a Third Amendment to the Performance Agreement with Cecil Staples.
11. Discussion and possible action regarding Second Amendments to the Performance Agreement, Promissory Note, and Deed of Trust with Tahwahkaro Distilling Company, LLC.
12. Discussion and possible action regarding CD investment and short-term bond options for PEDC.
13. Discussion and possible action regarding the 2027 MultiView digital display and video advertising proposal "Package A" at a total cost of $24,000.

H. **CLOSED SESSION**

The Board will go into Closed Session pursuant to Texas Government Code, Chapter 551, Subchapter D.

1. Section 551.087 deliberation regarding Economic Development negotiations
   a.) Texas Futura/ Lonestar Oil Tech.
   b.) Palestine Mall Redevelopment, LLC.

I. **RECONVENE IN OPEN SESSION**

1. Discussion and Possible action regarding Texas Futura/ Lonestar Oil Tech.

2. Discussion and possible action regarding Palestine Mall Redevelopment, LLC.

J. **ADJOURNMENT**

I certify that the above Notice of Meeting was posted at the main entrance of the Palestine Economic Development Corporation located at 100 Willow Creek Parkway, Suite A, Palestine, Texas, in compliance with Chapter 551 of the Texas Government Code on **Wednesday, November 04, 2026.**



Melissa Temple, EDC Admin. Assistant

IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA) PERSONS IN NEED OF SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHALL, CONTACT THE CITY SECRETARY'S OFFICE VIA EMAIL AT citysecretary@palestine-tx.org or 903-731-8414.

Agenda Date:	11/10/2026
To:	Palestine Economic Development Corporation
From:	Melissa Temple, EDC Administrative Assistant
Agenda Item:	Review Monthly Director's Report.

SUMMARY:

Review Monthly Director's Report.
a.) Strategic Plan Activity
b.) Retail Sector Data
c.) Workforce Data
d.) Development Services Report
e.) All Other Economic Development Activities

RECOMMENDED ACTION:

Staff recommends the board review the monthly Director's Report.

Agenda Date:	11/10/2026
To:	Palestine Economic Development Corporation
From:	Melissa Temple, EDC Administrative Assistant
Agenda Item:	Review Monthly Marketing Analyst Report.

SUMMARY:

Review Monthly Marketing Analyst Report.
a.) Monthly Marketing Activities
b.) Monthly Marketing Analytics
c.) All Other Marketing Activities

RECOMMENDED ACTION:

Staff recommends the board review the monthly Marketing Analyst Report.

Attachments

Marketing Activities for October 2026

Marketing Analyst Report for October 2026

October 2026
Marketing Activities

Mary Ann Admire, Marketing Analyst

November 10, 2026

Marketing & Communications

- Prepared and delivered a presentation to the Palestine Rotary Club.
- Researched and proposed 2 new PEDC website article topics.
- Worked with MultiView on short-form advertising video edits.
- Added Flyer View marketing design services to support the development of PEDC and Main Street promotional materials.
- Continued PEDC marketing and social media communications.
- Developed promotional assets for Main Street program, including Pink Friday, Small Business Saturday, the Christmas Parade of Lights, and the Hot Pepper Festival.

Partnerships & Outreach

- Coordinated with Elkhart ISD and Workforce Solutions on Jobs Y'all opportunities, including identification of potential participating organizations.
- Met with a local small business owner and provided a referral to the Small Business Development Center (SBDC).
- Attended the TSRA/Jaguar Transport CRISI grant announcement and ribbon-cutting event.
- Provided visitor traffic information to support Farmers Market planning.

Administration & Community Engagement

- Drafted a preliminary scope of work for the 217–219 W. Main Street project for architectural cost estimating.
- Assisted with reviewed and consultation on two PEDC grant applications.
- Participated in meetings for PEDC staff, PEDC Board, and vendor coordination.
- Participated in weekly Downtown Revitalization Project 2 construction meetings, documented Phase 4 progress, and communicated construction updates as needed.
- Completed Q3 2026 Main Street reporting requirements and reviewed the program work plan.
- Assisted with Main Street Coordinator interviews and continued development of onboarding materials and a program resource guide.

Education & Workforce Development

- Participated in Workforce Solutions coordination meetings related to Jobs Y'all and upcoming workforce initiatives.
- Promoted local hiring events and training opportunities through social media.

Business Development

- Updated the PEDC website's Target Industries pages and began verifying Major Employers.
- Assisted with property searches for a prospective business and a restaurant relocation.
- Activated the REsimplifi real estate listing tool on the PEDC website.
- Reviewed real estate listings and updated Willow Creek Business Park property information.
- Continued development of the economic development mapping project.







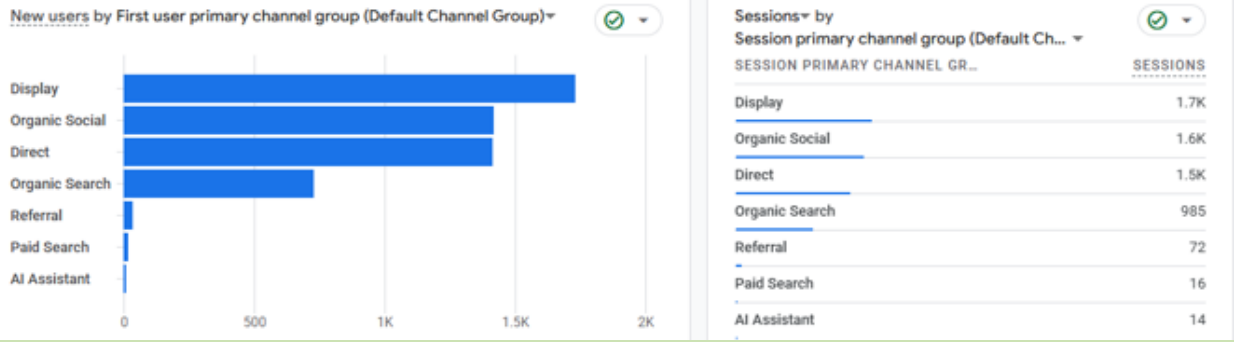
October 2026 Marketing Analysis

Digital Marketing Snapshot

November 10, 2026



Website traffic in October highlighted increased local visibility, with Palestine ranking as the top city for active users at 554, surpassing Dallas (525) and Singapore (492). The United States accounted for approximately 3.7K users, while the United Kingdom (575) and Singapore (498) were the leading international sources. Activity from Germany, Canada and Indonesia also contributed to the website's global reach. Notably, Palestine's position at the top of the city rankings reflects strong local interest, while the close activity levels among Dallas and Singapore demonstrate continued engagement from both domestic and international audiences. Continued monitoring will help assess geographic trends and identify potentially anomalous activity.

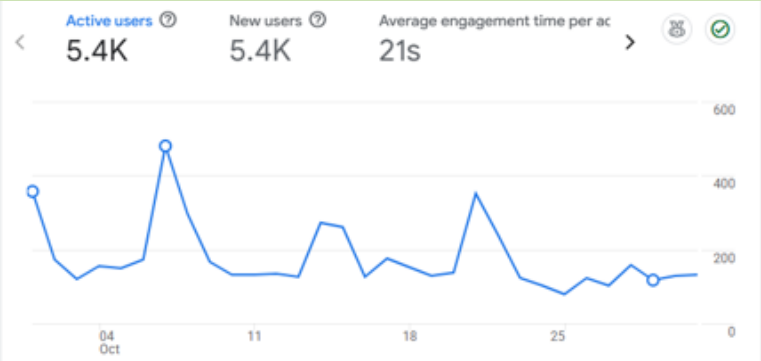


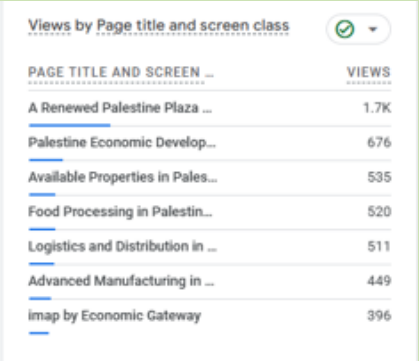
New User Acquisition Display advertising continued to be the largest source of new users in October, with Organic Social and Direct traffic also generating substantial audience growth. Organic Search ranked fourth in new user acquisition, followed by smaller contributions from Referral, Paid Search, and AI Assistant sources. Session data showed a similar pattern, with Display leading at approximately 1.7K sessions, followed closely by Organic Social (1.6K) and Direct traffic (1.5K). Organic Search contributed 985 sessions, while Referral traffic accounted for 72. The strong performance of Organic Social alongside Display suggests that PEDC's social media presence is playing an increasingly important role in directing audiences to the website.

October 2026 Marketing Analysis

Digital Marketing Snapshot

November 10, 2026





Content Performance October traffic showed particularly strong interest in the article on the renewed Palestine Plaza project, which led all website content with approximately 1.7K views. The PEDC homepage followed with 676 views, while the Available Properties page received 535. Industry-specific resources also continued to attract attention, with Food Processing generating 520 views, Logistics and Distribution 511, and Advanced Manufacturing 449. The Interactive Map by Economic Gateway received 396 views. The strong performance of the Palestine Plaza article highlights audience interest in local development activity, while continued traffic to property and industry pages reflects ongoing interest in Palestine's business and investment resources.

User Engagement October recorded approximately 5.4K active users and 5.4K new users, with an average engagement time of 21 seconds. Active users increased from approximately 4.3K in September, while average engagement time declined from 26 seconds. The increase in overall audience reach is encouraging, although the shorter engagement time suggests an opportunity to further evaluate how visitors interact with website content. Continued interest in the Palestine Plaza article, Available Properties, and industry-specific resources indicates that development news and business recruitment information remain important drivers of website activity.

Social Media - FaceBook - 2026 October Stats

Followers	4,350	**Views**	89.0K	**Content Interactions**	739
New Followers	+106	**Visits**	1.3K	**Link Clicks**	1.5K

Highest Performing Posts
Palestine Plaza Reinvestment (82.4K Views)

Major Marketing Focus Areas
Workforce Training & Retail Growth

Agenda Date:	11/10/2026
To:	Palestine Economic Development Corporation
From:	Melissa Temple, EDC Administrative Assistant
Agenda Item:	Approval of the PEDC Minutes from October 13, 2026.

SUMMARY:

Consider approval of the PEDC minutes from October 13, 2026.

RECOMMENDED ACTION:

Staff recommends approving PEDC minutes from October 13, 2026.

Attachments

Minutes 10.13.26

THE STATE OF TEXAS §
COUNTY OF ANDERSON §
CITY OF PALESTINE §

The Economic Development Board of the City of Palestine convened in a regular called meeting on Tuesday, October 13, 2026, at 10:00 a.m., at PEDC Office, 100 Willow Creek Pkwy, Suite A, Palestine, Texas, with the following people present: President Dan Bochsler; Secretary/ Treasurer Charles Drane; Directors: Joseph Thompson, Firouz Haghighi, and Ernest Williams (Via Zoom).

Staff present: EDC Director Christophe Trahan, Administrative Assistant Melissa Temple and Marketing Analyst Mary Ann Admire.

Others Present: City Manager Teresa Herrera, City Finance Director Andrew Sibai, Nelson Varughese (Via Zoom), Heather Cook (Via Zoom), Riley McKay (Via Zoom) and Grady Randle (Via Zoom).

A. CALL TO ORDER
With a quorum present, President Dan Bochsler called the meeting to order at 10:00 a.m.

B. PROPOSED CHANGES OF AGENDA ITEMS
There were none.

C. PUBLIC COMMENTS
There were none.

D. CONFLICT OF INTEREST DISCLOSURES
There were none.

E. ITEMS FROM BOARD
There were none.

F. DIRECTOR'S REPORT

1. Review Monthly Director’s Report
   a.) Strategic Plan Activity
   b.) Retail Sector Data
   c.) Workforce Data
   d.) Development Services Report
   e.) All Other Economic Development Activities

2. Review Monthly Marketing Analyst Report
   a.) Monthly Marketing Activities
   b.) Monthly Marketing Analytics
   c.) All Other Marketing Activities

G. DISCUSSION AND ACTION ITEMS

1. Consider approval of the PEDC minutes from September 8, 2026.

Motion made by Director Firouz Haghighi, seconded by Secretary/ Treasurer Charles Drane, to approve item as presented. Upon vote, motion carried unanimously 5-0.

2. Consider approval of the September 2026 Financial Report.

Motion made by Director Firouz Haghighi, seconded by Director Joseph Thompson, to approve item as presented. Upon vote, motion carried unanimously 5-0.

3. Presentation by Texas Futura/ Lonestar Oil Tech. regarding the project in Willow Creek Business Park.

Nelson Varughese, the president, provided the board with an update on the current status of Texas Futura/Lonestar Oil Tech. The project has faced delays because their previous lender was unable to provide funding due to U.S. tariffs. They plan to collaborate with the People Fund and expect to receive $2.5 million within two to three months.

The board has requested that Nelson Varughese email this information to EDC Director Christophe Trahan to ensure that the board is fully informed of the update, as there were telecommunication problems during the meeting.

4. Discussion and possible action regarding CD investment and short-term bond options for PEDC.

City Finance Director Andrew Sibai presented the board with CD options for investment. The board instructed Director Sibai to present options for CD's and short-term bonds at the next board meeting.

5. Discussion and possible action regarding a Lease Amendment and a First Amendment to the Performance Agreement with Bitcoin Mining Institute, LLC.

Motion made by Director Joseph Thompson, seconded by Director Firouz Haghighi, to approve item as presented. Upon vote, motion carried unanimously 5-0.

6. Discussion and Possible action regarding a Downtown Grant Performance Agreement with NCBA Enterprises, LLC.

Motion made by Director Joseph Thompson, seconded by Secretary/ Treasurer Charles Drane, to approve issuing final payment for work completed under their Downtown Grant Performance Agreement. Upon vote, motion carried unanimously 5-0.

H. CLOSED SESSION

The Board will go into Closed Session pursuant to Texas Government Code, Chapter 551, Subchapter D.

1. Section 551.087 deliberation regarding Economic Development negotiations
   a.) Texas Futura/ Lonestar Oil Tech.

I. RECONVENE IN OPEN SESSION

1. Discussion and possible action regarding Texas Futura/ Lonestar Oil Tech.

No action taken.

J. ADJOURNMENT

With no other business to put before the Board, President Dan Bochsler adjourned the meeting at 11:22 p.m.

PASSED AND APPROVED THIS 10th DAY OF November 2026.

_____
Dan Bochsler, President

ATTEST:

_____
Melissa Temple, Administrative Assistant

Agenda Date:	11/10/2026
To:	Palestine Economic Development Corporation
From:	Melissa Temple, EDC Administrative Assistant
Agenda Item:	October 2026 Financial Report.

SUMMARY:

Consider approval of the October 2026 Financial Report.

RECOMMENDED ACTION:

Staff recommends approving the October 2026 Financial Report.

Agenda Date:	11/10/2026
To:	Palestine Economic Development Corporation
From:	Melissa Temple, EDC Administrative Assistant
Agenda Item:	Presentation Regarding Downtown Grant Application And Performance Agreement/ Subi Gandhi.

SUMMARY:

Presentation regarding a Downtown Grant Application and Performance Agreement with Subi Gandhi for the property located at 304 East Crawford Street.

RECOMMENDED ACTION:

No action is required.

Attachments

Downtown Grant Application 304 East Crawford Subi Gandhi

Deed

Proof of Insurance

A to Z Roofing Bid

Athen's Best Roofing & Construction Bid

Downtown Grant Performance Agreement Subi Gandhi 304 E Crawford

APPLICATION TO PALESTINE ECONOMIC DEVELOPMENT CORPORATION
DOWNTOWN GRANT PROGRAM

1. Applicant/Applicants name(s): SUBI GHANDHI
2. Type of grant(s) being requested:
   - ☐ First Time Applicant
   - ☑ Recurring Applicant
3. Applicants contact Information.
   a. Phone 617 3716306
   b. Fax _____
   c. Email VGHANDHI101@GMAIL.COM
4. Physical address of property for which grant is being requested.
   304 E. CRAWFORD ST. PALESTINE - TX - 75601
5. Is the property in the Palestine Main Street Overlay District? ☑ Yes ☐ No
   (Properties must be in the Main Street Overlay District to qualify for the PEDC Downtown Grant.)
6. Is the property in the Palestine Historic Overlay District? ☒ Yes ☐ No
   (Historic district overlays can be found on the map at https://downtowntx.org/palestine-texas)
7. What is the Zoning for the property? ☑ CBD ☐ MUN ☐ RC ☐ I
   (Zoning information can be found at cityofpalestinetx.com)
8. Is the property in the National Register's Palestine New Town Commercial Historic District? ☐ Yes ☒ No
   (Historic District information can be found at https://downtowntx.org/documents/final/Community/5/1668108976NRHP-Registration-Form-Palestine.pdf)
9. Is it a Contributing property? ☐ Yes ☒ No *(Map on page 86^)*
10. Is the property individually listed on the National Register of Historic Places? ☒ Yes ☐ No
11. Is the property a designated Palestine Historical Landmark? ☑ Yes ☐ No
12. Does this project contribute to the Rehabilitation or Stabilization of a Vacant or Blighted Building?
    ☐ Yes ☒ No
13. Current occupancy type COMMERCIAL Occupancy type upon project completion COMMERCIAL
14. Please provide the total square footage of the property: 1400. sq ft
15. Is this a mixed-use (commercial & residential) property?
    ☐ Yes ☒ No

If so, please provide a breakdown of the square footage of the property based on current use:

Commercial: _____sq ft

Residential: _____sq ft

16. No. of Stories: _____
17. Business name, if applicable FOX & HEAR SALON
18. Mailing address 304 E. CRAWFORD ST. 75601

19. This business is a

☑ Sole proprietorship

☐ Partnership

☐ Corporation

☐ Other _____

Please provide applicable business documentation such as DBA, Partnership Agreement, Corporate Charter, etc.…

20. Please provide a brief description of business activity.

HAIR SALON

21. Is this property owned or leased by Applicant?

☑ Owned, please provide proof of ownership.

☐ Leased, please provide a copy of the lease agreement.

Name of Lessor _____

Address of Lessor _____

Lessor Contact: phone _____ email _____

22. Date business established in Palestine, TX, if applicable 2010.

23. Number of employees, if applicable _____ Number of new employees, if applicable _____

24. Please provide a description of the proposed project:

NEW ROOF ON BUILDING.

25. Proposed scope of work (Check all that apply):

Façade/Exterior Walls:

☐ TOTAL/MAJOR RESTORATION or ☐ PARTIAL RESTORATION OR MAINTENANCE

Including: ☐ Slipcover Removal ☐ Door(s) ☐ Window(s) ☐ Brick/Mortar ☐ Awning

☐ Weatherproofing/Sealing ☐ Power Wash/Cleaning ☐ Trim Paint ☐ Wall Paint*

☐ Other_____

Critical Building Components:

☐ REPLACEMENT OR MAJOR REPAIR or ☐ MINOR REPAIR OR MAINTENANCE

Including: ☐ Foundation ☐ Exterior Wall System ☐ Roof

☐ Plumbing ☐ Gas System ☐ Electrical ☐ Air Conditioning/Heat

☐ Other_____

Other Building Components:

☐ NEW INSTALLATION or ☑ MAJOR REPAIR OR REPLACEMENT

Including: ☑ Awning/Canopy (no signage) ☐ Grease Trap ☐ Dumpster Enclosure

☐ Fire Protection/Suppression ☐ Elevator/Lift (for any use) ☐ Ramp/Stairs

☐ Interior Painting ☐ Parking Lot/Driveway

☐ Other_____

Business/Property Signage:

☐ NEW SIGN/SIGNAGE PACKAGE or ☐ RESTORATION OF A HISTORIC SIGN

Texas Accessibility Standards (TAS) Upgrades:

☐ Removal of Architectural Barriers to provide accessible routes throughout buildings and facilities by replacement or modification to items such as doors, doorways, gates, ramps, curb ramps, elevators, platform lifts, etc.

☐ Provision of Communication and Signage that conveys information or instructions that is accessible and usable by people with disabilities, especially those with visual or hearing impairments. Examples include fire alarm systems with specified visual and tonal signals, signs with Braille and raised letters, assistive listening systems, etc.

☐ Renovation of Facilities and Amenities to include elements and features that provide services or convenience to users or visitors with disabilities, especially those with mobility or dexterity impairments. Examples include kitchens, kitchenettes, sinks, toilet facilities, bathing facilities, washing machines, clothes dryers, drinking fountains, dining surfaces, work surfaces, storage, etc.

☐ Technology and Digital Accessibility Upgrades to elements and features of buildings and facilities that involve the use of electronic devices or systems to access information or services. Examples of technology and digital accessibility include fire alarm systems, telephones, assistive listening systems, automatic teller machines (ATMs), fare machines, two-way communication systems, etc.

☐ Other Modifications to the design, installation, and operation of elements and features to be accessible and usable by people with disabilities, especially those with specific or unique needs or preferences, such as a clear floor or ground space, reach ranges, operable parts, seats, etc.

26. Amount of grant funds requested $17000.00

(Total possible funding per grant application is $75,000 maximum)

27. Total projected cost of project 22750.00

28. Estimated start date of project UPON APPROVAL

29. Estimated completion date of project 15 DAYS AFTER STARTS

30. Please provide competitive cost estimates (bids) for each different scope of work from a minimum of two (2) licensed and bonded contractors or suppliers. Detailed cost estimates, including material types, paint color samples and finishes are required. If two cost estimates are unable to be obtained, a written declination to bid by a licensed and bonded contractor may be considered as a substitute for one of the required estimates.

31. Please provide any additional information which would further help describe this project, including paint color and chips, photographs, rendering of design, specifications, and other material to describe your project

32. Please attach photos of existing conditions.

33. Please provide any additional information you believe to be important concerning this grant application.

34. I (we) the undersigned do hereby acknowledge, certify, and agree:

A. Prior to the submission of this application, a copy of the Palestine Economic Development Corporation Downtown Grant Program Guidelines has been obtained, reviewed, and clearly understood and is incorporated as part of the Application.

B. The submission of this Application does not create any property, contract or other legal rights in any person or entity that obligates the PEDC to provide grant funding.

C. Applicant certifies that it, the company, its branches, divisions, and departments do not and will not knowingly employ an "undocumented worker" as that term is defined by the Program Guidelines. Applicant will repay the total amount of the grant amounts received with interest if the company is convicted of a violation under 8 U.S.C. Section 1324a. Repayment will be due no later than the 120th day after the date PEDC notifies the Applicant of the violation or as otherwise provided in the Grant Agreement.

D. Improvements will not commence prior to having received written approval for a grant from PEDC, execution of a Grant Agreement and approval of the City of Palestine City Council if necessary. The PEDC Board has the authority to consider grants in amounts of less than $10,000 without requiring final approval from the City of Palestine City Council.

E. Applicant(s) do not currently have outstanding or otherwise delinquent financial obligations to PEDC or the City of Palestine such as liens, court fines, city utility bills, sales tax, or property taxes. Further, applicant is not currently a party to a pending or active lawsuit against PEDC or the City of Palestine.

F. Applicant(s) must obtain all applicable permits related to the improvement project prior to commencement.

G. Applicant(s) certify that all attached estimates have been obtained from independent, qualified contractors, who are in no way affiliated or related to the applicant or competing bidder.

H. This Application and all statements therein are true and correct, and it is executed under penalties of perjury.

Signed this the 21 day of OCTOBER, 2026

Applicant _____ Applicant _____

[TO BE COMPLETED BY DEVELOPMENT SERVICES]

Based on the project information provided with this application and the research documented above, at a minimum the project will require the following from Development Services:

_____ No further municipal approvals

_____ Pre-Development Meeting - Recommended Date Scheduled_____

_____ Certificate of Appropriateness from HLC Date Received_____

_____ Historic Landmark Commission (HLC) Hearing Date Scheduled_____

_____ Sign Permit Application

_____ Main Street Advisory Board Review Date Scheduled_____

_____ Specific Use Permit Application

_____ Zoning Change Application

_____ Planning & Zoning Commission Hearing Date Scheduled_____

_____ City Council Meeting to Approve Specific Use Permit Date Scheduled_____

_____ Procedure for Commercial New Construction and Additions with Building Permit
(Refer to checklist from Development Services for complete list of documents required)

_____ Procedure for Commercial Remodels and Repairs with Building Permit
(Refer to checklist from Development Services for complete list of documents required)

_____ Multi-Trade Subcontractor Permit Application (electrical, plumbing, mechanical)

_____ Water and Sewer Tap Application

_____ Health Department Plan Review and Inspection

_____ Fire Inspection

_____ Public Works & Utilities Inspection

_____ Building Inspection

_____ Clean and Show Application

_____ Certificate of Occupancy Application

Approval of HPO or Interim Director of Development Services:

_____ Date: _____

Approval of Mainstreet District Coordinator:

_____ Date: _____

Note: Any changes to the project scope after the date indicated above will require review by the HPO or Director of Development Services!

PDF Print Sign

Athens's Best Roofing & Construction

Johnny Day Johnson
Business Number 903-203-9822
6520 Texas 19, Athens, Texas 75751
6520 Texas 19 south
75751
903-681-2780
903-681-2780
www.athensbestroofing.com
jjslroofing@gmail.com

ESTIMATE
EST253079

DATE
10/20/2026

TOTAL
USD $22,750.00

TO

Subi Gahdhi

304 East Crawford
Palestine Texas
75801
817-371-6308
vgandhi101@gmail.com

DESCRIPTION	RATE	QTY	AMOUNT
Install Lathings to existing roof (Roof can not be removed due to structure and foam.) Install 26 Ga galvalume metal panels to lathings. Install flashing, trim amd closures as needed. Debris removal and haul away. 5 year workmanship warranty.	$22,750.00	1	$22,750.00

TOTAL **USD $22,750.00**

FILED FOR RECORD - ANDERSON COUNTY, TX
INST NO: 201802703 on May 16, 2018 at 01:38:00 PM

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

VOL 2607 PG 0783

Warranty Deed with Vendor's Lien

Date: May 14th, 2018

Grantor: Dhiren Gandhi a/k/a DHiren Ghandi by and through his Attorney-in-fact, Stuart L. Whitaker

Grantor's Mailing Address:

310 E. Crawford St.
Palestine Tx 75801

Grantee: Subi Gandhi, as his sole and separate property

Grantee's Mailing Address:

156 Diablo Dr.
Burleson, TX 76028

Consideration:

Cash and a note of even date executed by Grantee and payable to the order of AUSTIN BANK, TEXAS NATIONAL ASSOCIATION in the principal amount of SEVENTY FIVE THOUSAND AND NO/100 DOLLARS ($75,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of AUSTIN BANK, TEXAS NATIONAL ASSOCIATION and by a first-lien deed of trust of even date from Grantee to Russell Gideon, trustee.

Property (including any improvements):

Tract One: Being all that certain lot, tract, or parcel of land located in Anderson County, Texas, containing 0.706 of an acre of land being a part of Lot 1,

Fractional Lot 6, Market Street and all of Lot 4, Block 15 of the Original Town of Palestine, Anderson County, Texas and being more particularly described on Exhibit "A" attached hereto, incorporated herein, and made a part hereof for all purposes.

Tract Two: Being all that certain lot, tract, or parcel of land located in Anderson County, Texas, and being described as part of the S. G. Wells League A-65 and being Lots 5 and 8, Block 15 of the Original Town of Palestine, Texas, also a part of Fractional Lot 6, West of Lots 5 and 8, Block 15 of Anderson County, Texas, and being more particularly described on Exhibit "A" attached hereto, incorporated herein, and made a part hereof for all purposes.

Tract Three: Being all that certain lot, tract, or parcel of land located in Anderson County, Texas, and being described as part of Block D, Butler Addition to the City of Palestine, Texas and being described as 0.040 of an acre and being more particularly described on Exhibit "A" attached hereto, incorporated herein, and made a part hereof for all purposes.

Reservations from Conveyance:

None.

Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2018, which Grantee assumes and agrees to pay, but not subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantor assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

AUSTIN BANK, TEXAS NATIONAL ASSOCIATION at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of AUSTIN BANK, TEXAS NATIONAL ASSOCIATION and are transferred to AUSTIN BANK, TEXAS NATIONAL ASSOCIATION without recourse against Grantor.

When the context requires, singular nouns and pronouns include the plural.

Dhiren Gandhi by Stuart L. Whitaker by POA
Dhiren Gandhi a/k/a DHiren Ghandi by
and through his Attorney-in-fact,
Stuart L. Whitaker

STATE OF TEXAS)

COUNTY OF ANDERSON)

This instrument was acknowledged before me on May 14th, 2018 by Dhiren Gandhi a/k/a DHiren Ghandi by and through his Attorney-in-fact, Stuart L. Whitaker.

Patricia Pardue
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Law Offices of Terry M. Thorn
608 E. Crawford Street
Palestine, TX 75801
(903) 729-6087
(903) 729-7605

PATRICIA PARDUE
Notary Public, State of Texas
Comm. Expires 01-21-2020
Notary ID 130506317

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EXHIBIT "A"

TRACT ONE:

ALL that certain tract or parcel of land, being a part of LOT 1, FRACTIONAL LOT 6, and MARKET STREET, and all of LOT 4, BLOCK 15 of the ORIGINAL TOWN OF PALESTINE, Anderson County, Texas, also being all of those certain called Second and Third Tracts conveyed to Tom I. Frazer et al by J. L. Gatewood et ux, February 5, 1951, recorded in Volume 441, page 285 of the Deed Records of Anderson County, Texas, and being more completely described as follows, to-wit:

BEGINNING at a 1/2" Iron Rod for corner at the Northeast corner of Lot 1 and at the Southwest intersection of East Crawford and North Elm Street.

THENCE S 0° 48' 48" E with the East line of Lots 1 and 4, the West margin of North Elm Street a distance of 141.19 feet to a 1/2" Iron Rod for corner in Market Street (closed Volume 100, page 69 of the Deed Records of Anderson County, Texas), and at the Northeast corner of D. A. Ford's Estate lot.

THENCE S 71° 59' 34" W with the South line of Second and Third Tracts, the North line of D. A. Ford's Estate, at 167.17 feet passing the Northwest corner of D. A. Ford's Estate, continuing a total distance of 192.32 feet to a 1/2" Iron Rod for corner at the Southeast corner of said Third Tract, the West line of Original Town of Palestine, the East line of Block D. of the Butler Addition to the City of Palestine, the East line of a Lot conveyed to the City of Palestine by Bess Burkitt Crane et al, November 7, 1931, recorded in Volume 212, page 204 of the Deed Records of Anderson County, Texas.

THENCE N 13° 12' 34" W with the West line of said Third Tract, the East line of said City of Palestine lot, the West line of the Original Town of Palestine, the East line of Block D. of Butler Addition a distance of 133.59 feet to a corner in the East bank of a Creek, the North corner of said Third Tract, the Northeast corner of the City of Palestine lot, the Northeast corner of Block D of Butler Addition in the South margin of Crawford Street a curve to the right, from which the Northwest corner of the Original Town of Palestine Brs. N 13° 12' 34" W - 1197.47 feet.

THENCE with the North line of said Second Tract, the South margin of East Crawford Street, a curve to the right, which has a Delta Angle of 37° 42' 27", a R. of 319.99 feet, a T. of 109.27 feet, a L. of 210.59 feet, and a D. of 17.90565° to a 1/2" Iron Rod at the P. T. of said curve, continuing with the North line of said Second Tract, the South margin of East Crawford Street, N 88° 59' 12" E a distance of 16.92 feet to the place of beginning, containing 0.706 of an acre of land.

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EXHIBIT "A"

TRACT TWO:

All that certain tract or parcel of land, lying and being situated in the City of Palestine, Anderson County, Texas and being a part of the S. G. WELLS LEAGUE A-65, and being LOTS 5 AND 8 in BLOCK 15 of the ORIGINAL TOWN OF PALESTINE, Texas, ALSO A PART OF FRACTIONAL LOT 6, West of Lots 5 & 8 in Block 15, conveyed by C. T. Unger et al to Clarence Everett, by deed dated 02-03-1940 and recorded in Volume 299 at Page 280, of the Deed Records of Anderson County, Texas, and described by metes and bounds as follows:

BEGINNING at the intersection of the North margin of Avenue "A" with the West margin of Elm street;

THENCE Northerly with the West margin of Elm Street 128 feet to an iron stake for corner, being the Southeast corner of the North portion of the Morris property sold to J. L. Gatewood by said deed recorded in Volume 204 at Page 354 of the said Deed Records;

THENCE Westerly with the South line of said Gatewood Lot 160 feet to the Southwest corner of same at a point in the East line of a lot or parcel of land conveyed by R. J. L. Morris et ux, to W. Totty in Volume 73 at Page 427, of said Deed Records;

THENCE Southerly with the East line of said Totty Lot 157.5 feet, more or less, to the Southeast corner of said Totty Lot, at a point in the North margin of Avenue "A";

THENCE Easterly with the North margin of Avenue "A" 118 feet to the place of beginning.

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EXHIBIT "A"

TRACT THREE:

All that certain lot, tract or parcel of land being a part of Block D, Butler Addition to the City of Palestine, Texas and being described as 0.040 of an acre as follows to wit:

Beginning at the North East corner of Block D, Butler Addition and at the Northwest corner of Block 6, Original Addition to the City of Palestine, Texas;

Thence South 13° 12' 34" East 133.59 feet to a ½ inch iron rod found for corner;

Thence South 71° 59' 34" West 3.62 feet to a ½ in iron rod found for corner;

Thence North 21° 53' 06" West 127.05 feet to a found 1 inch iron pipe;

Thence North 58° 38' 16" East 24.09 feet to place of beginning and containing 0.040 of an acre as reflected on a Plat of Survey prepared by F. D. McBride, R.P.L.S. # 1548, in the State of Texas, which Plat of Survey is dated 03-31-1992 and is attached hereto for all pertinent purposes.

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Return To: ACAC (Closing Office) ✓
GF# 185421

FILED FOR RECORD on 05/16/2018 at 01:38 PM RP
Mark Staples, County Clerk, ANDERSON COUNTY, TX

ACORD EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY): 05/15/2026

THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

PRODUCER NAME, CONTACT PERSON AND ADDRESS	PHONE (A/C, No, Ext): 469-995-7099	COMPANY NAME AND ADDRESS	NAIC NO: AA-1340043
Reliance Insurance Services 102 Decker Ct Ste 220 Irving, TX, 75062		Great Lakes Insurance SE	
FAX (A/C, No): 469-995-7099	E-MAIL ADDRESS: rsupport@getrelianceinsurance.com	IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH	
CODE:	SUB CODE:	POLICY TYPE: Property	
AGENCY CUSTOMER ID #:			
NAMED INSURED AND ADDRESS: Subi Gandhi 310 E Crawford St Palestine, TX 75801		LOAN NUMBER	POLICY NUMBER: RK07363A26
		EFFECTIVE DATE: 05/10/2026	EXPIRATION DATE: 05/10/2027 — ☐ CONTINUED UNTIL TERMINATED IF CHECKED
ADDITIONAL NAMED INSURED(S): NA		THIS REPLACES PRIOR EVIDENCE DATED:	

PROPERTY INFORMATION (Use REMARKS on page 2, if more space is required) ☒ BUILDING OR ☒ BUSINESS PERSONAL PROPERTY

LOCATION/DESCRIPTION: 310 E Crawford St, Palestine, TX 75801

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION PERILS INSURED: ☐ BASIC ☐ BROAD ☒ SPECIAL

COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: $ $975,000 DED: $2500

	YES	NO	N/A	
☒ BUSINESS INCOME ☐ RENTAL VALUE		☒		If YES, LIMIT: ☐ Actual Loss Sustained; # of months:
BLANKET COVERAGE		☒		If YES, indicate value(s) reported on property identified above: $
TERRORISM COVERAGE		☒		Attach Disclosure Notice / DEC
IS THERE A TERRORISM-SPECIFIC EXCLUSION?		☒		
IS DOMESTIC TERRORISM EXCLUDED?		☒		
LIMITED FUNGUS COVERAGE		☒		If YES, LIMIT: DED:
FUNGUS EXCLUSION (If "YES", specify organization's form used)		☒		
REPLACEMENT COST	☒			
AGREED VALUE		☒		
COINSURANCE	☒			If YES, 80 %
EQUIPMENT BREAKDOWN (If Applicable)	☒			If YES, LIMIT: DED:
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg		☒		
- Demolition Costs		☒		If YES, LIMIT: DED:
- Incr. Cost of Construction		☒		If YES, LIMIT: DED:
EARTH MOVEMENT (If Applicable)		☒		If YES, LIMIT: DED:
FLOOD (If Applicable)		☒		If YES, LIMIT: DED:
WIND / HAIL (If Subject to Different Provisions)	☒			If YES, LIMIT: 2% DED: $5000
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS	☒			

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE ADDITIONAL INTEREST NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

ADDITIONAL INTEREST

☒ MORTGAGEE ☒ LENDERS LOSS PAYABLE	☐ CONTRACT OF SALE	LENDER SERVICING AGENT NAME AND ADDRESS
NAME AND ADDRESS: NA		AUTHORIZED REPRESENTATIVE: Sanjay Sharma

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Clear All

EVIDENCE OF COMMERCIAL PROPERTY INSURANCE REMARKS - Including Special Conditions (Use only if more space is required)

Location 1- 304 E Crawford St, Palestine, TX
Building 1 $200,000
Business Personal Property $75,000

Location 2- 310 E Crawford St, Palestine, TX
Building 2 $700,000

Clear All

A TO Z
ROOFING & CONSTRUCTION



ROOF REPLACEMENT

OCT 20, 2026

SUBI GANDHI

304 East Crawford Street
Palestine, TX
75801

26 GAUGE R PANEL - HAIR SALON

Scope of work

Item	Unit	Line total
* Remove and dispose of existing metal roofing system * Inspect roof decking / substrate for visible damage * Furnish and install new 26-gauge R-panel roofing system with ZXL screws * Install all required roofing components including: - Ridge cap - Eave trim - Gable trim - Transition trim (if needed) - Pipe boots - Closures & sealants - Color-matched ZXL screws and fasteners - Flashings - Seal and waterproof all penetrations - Jobsite cleanup and haul off of debris		

Materials Included

Item	Unit	Line total
Materials Included * 26 Gauge R-Panel * ZXL " 40 Year" Screws * Color-matched trim package * Butyl tape & sealants * Fasteners & accessories		
		$40,425.00

Section Total **$40,425.00**

Estimate subtotal $40,425.00

Total $40,425.00

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/05/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hunter Insurance Services, Inc 8277 La Mesa Blvd La Mesa CA 91942	**CONTACT NAME:** Austin Lambert **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** austin@hunteronline.com
INSURED A to Z Roofing and Construction LLC 510 Limerick Drive Tyler TX 75703	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Incline Americas Insurance Company / 17532 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			PICGL00000058600	8/12/2026	8/12/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Proof of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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TERMS AND CONDITIONS

1. This Agreement constitutes the entire agreement between the parties, supersedes any previous understanding or agreement of the parties, and may be changed in writing. This Agreement cannot be cancelled except by mutual written agreement of all parties. If the Agreement is subsequently cancelled without Contractor's consent, Owner agrees to pay Contractor a termination fee equal to 25% of the Contract price plus the reasonable value of any work then in place. Owner acknowledges that Contractor is not a Public Insurance Adjuster and is not providing or offering to provide any Public Insurance Adjusting Services in connection with this Contract.

2. The Work shall be performed in accordance with construction industry standards. Owner acknowledges that Contractor's scope of work is limited to those items authorized by Owner's insurance company. Contractor expressly disclaims all liability for any pre-existing or hidden conditions on the property, including misplaced electrical, water, antenna, phone, security, heating, or a/c lines that may be damaged during the Work, replacement of deteriorated decking, fascia boards, roof vents and jacks, flashing, or other materials, unless otherwise stated in this Agreement, which cost shall be Owner's responsibility. Contractor is not liable for loss of texture or exposing nail heads, due to vibration, for sheetrock or texture damaged due to skylight frame being removed for re-flashing of curb, damage to landscaping, driveway or sidewalks, or falling debris on the interior of the home due to normal construction activities. Contractor is not responsible for expenses, claims, or damages arising out of the presence, disturbance, or removal of mold containing, asbestos-containing, or any other hazardous materials, all of which shall be remediated at Owner's sole expense. Contractor does not provide engineering services, will not perform an inspection for such deficiencies and is not responsible to repair any structural deficiencies, including sagging and out of level/plumb rafters, not included in Contractor's scope. The installation of the new roof system may intensify the appearance of such deficiency.

3.At the time Work starts, Owner will provide Contractor with exclusive access and use of all areas where the Work is to be performed and such additional areas as reasonably necessary to perform the Work without interruption. All roof area work surfaces shall be free of debris and in a dry accessible condition.

4.Owner is entitled to order changes to the work consisting of alterations in, additions to, or omissions from the agreed -upon scope, and Owner authorizes Contractor to adjust the Contract price accordingly. Contractor reserves the right to perform any changed or additional work with Owner's verbal instruction, but shall not be required to perform any such work without written authorization.

5. Additional payment terms: A deposit of 50% of the Contract Price shall be paid the day prior to delivery of materials and commencement of Work, said payment being a p recondition to Contractor's obligation to deliver materials or begin work. The balance is due upon completion of each trade. Interest of 1.5% per month will be charged for all unpaid work. Owner acknowledges that payment in full for Contractor's work is a pre-condition to Contractor's obligation to honor its Labor Warranty or to provide the Material Warranty. Acceptance of late or partial payments will not waive, limit, or prejudice Contractor's right to collect any amounts due.

6. Contractor's Labor Warranty does not cover damage by lightning, winds over 50 mph, hurricanes, tornadoes, hail storms, impact of foreign objects, damage due to settlement of foundation, or Owner's failure to properly maintain the property. Said Warranty cannot be assigned, is not transferrable, and is void if any other contractor alters Contractor's Work. All restocked material is subject to a 15% restocking fee. All work and material delivered to the Property, whether or not incorporated therein, remain Contractor's property until paid for. All unused materials remain Contractor's property.

7. Owner agrees to carry property and contents insurance, and to obtain HOA approval, if necessary, and to permit access to the property at reasonable times for Contractor to perform its Work. Owner shall indemnify Contractor against any loss or expense arising from any alleged violation of deed and/or association covenants, conditions, and restrictions, architectural guidelines, and rule and regulations or claims of personal injury for persons entering the work zone without Contractor's express permission. Owner acknowledges that Contractor may utilize subcontractors in performing its Work and authorizes Contractor to photograph its work and to utilize same in its marketing materials and social media.

8.Owner authorizes Contractor to communicate directly with Owner's insurance and/or mortgage company regarding recommended supplements to the project scope/ pricing and status of payment for Contractor's Work. Owner agrees to aid in collection of all monies due Contractor by executing and providing any/all necessary paperwork and/or communicating with insurance and/or mortgage company. Owner agrees that any disbursement of funds from Owner's insurance or mortgage company (ies) shall include Contractor as a payee, and that Contractor may present a signed copy of this Contract, which shall be sufficient authority and direction to Owner's insurance or mortgage company to include Contractor as a payee in any payments made in settlement of Owner's claim, all of which shall be designated first to the maximum scope of work identified. Should amounts paid by insurance not be sufficient to pay the agreed price herein, Owner agrees to pay the difference to Contractor immediately upon demand.

9. If Owner believes Contractor has failed to properly perform its work, Owner shall notify Contractor of such alleged default in a detailed writing and allow Contractor reasonable time of at least five full working days, to commence appropriate corrective measures (or demonstrate the absence of default) before incurring any cost chargeable to Contractor.

10.Should leaks occur after completion of installation of the Work, inspections, or repairs performed by Contractor shall be treated as warranty matters, and such circumstances shall not be grounds for withholding payment of the Contract Price; provided, however, if the Work is installed over an existing system, THE WARRANTIES EXPRESSLY STATED OR REFERRED TO HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED AND EXCLUDED. Contractor makes no warranty respecting "Wind Uplift Resistance" of the installed roof system.

11. Any dispute between Contractor and Owner arising out of or relating to this Agreement or the breach thereof, shall first be subject to mediation. In the event mediation is unsuccessful, said dispute shall be decided by arbitration. If the parties cannot agree on an arbitrator the dispute shall be submitted to the American Arbitration Association. Owner waives its right to participate in any class action suits or claims against Contractor. Should Contractor prevail in any affirmative claim, or successfully defend against Owner's claims, Contractor shall be entitled to its attorney's fees and all other costs incurred therein. The arbitrator's award shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof. Owner agrees that Contractor shall not be liable for consequential or exemplary damages. Contractor's aggregate cumulative liability arising out of or related to this Contract, however arising, shall not exceed the total amount of all money actually paid to Contractor under this Contract, without regard to whether any other provisions of this Contract have been breached or proven ineffective. OWNER GRANTS CONTRACTOR THE RIGHT TO PLACE AN ENFORCEABLE CONTRACTUAL LIEN AGAINST OWNER'S PROPERTY AND ANY INSURANCE PROCEEDS AS SECURITY TO ENSURE PAYMENT FOR CONTRACTOR'S WORK AND TO FORECLOSE ON THAT LIEN IN THE EVENT OF NON-PAYMENT WITHOUT THE NECESSITY OF COMPLYING WITH ANY NOTICE, SIGNATORY OR OTHER STATUTORY CONDITIONS APPLICABLE TO HOMESTEAD PROPERTY UNDER CHAPTER 53 OF THE TEXAS PROPERTY CODE OR THE TEXAS CONSTITUTION, AS MAY BE AMENDED FROM TIME TO TIME.

12. In case any one or more of the provisions contained in this Agreement are determined to be invalid, illegal, or unenforceable in any respect, such provision shall be modified to the minimum extent necessary for enforceability. To the extent it cannot be so modified, the Agreement shall be construed as if such provision(s) had never been contained herein. IMPORTANT NOTICE: You and your contractor are responsible for meeting the terms and conditions of this contract. If you sign this contract and you fail to meet the terms and conditions of this contract, you may lose your legal ownership rights in your home. Know your rights and duties under the law.

13. This Agreement is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from a construction defect. If you have a complaint concerning a construction defect and that defect has not been corrected as may be required by law or by Agreement, you must provide the notice required by Chapter 27 of the Texas Property Code to the Contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must describe the construction defect. If requested by the Contractor, you must provide the Contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code (For Residential Properties Only).

AUTHORIZATION PAGE

26 Gauge R Panel - Hair Salon	$40,425.00	**Name:** Subi Gandhi **Address:** 304 East Crawford Street, Palestine, TX

Estimates valid for 30 days from date of estimate / A 50% deposit is required before any project begins

Deposit

A 50% deposit is required before any project begins.	50%

Customer Comments / Notes

Subi Gandhi:

Date:

Please make all checks payable to A to Z Roofing & Construction.

PDF Print Sign

Athens's Best Roofing & Construction

Johnny Day Johnson
Business Number 903-203-9822
6520 Texas 19, Athens, Texas 75751
6520 Texas 19 south
75751
903-681-2780
903-681-2780
www.athensbestroofing.com
jjsiroofing@gmail.com

ESTIMATE
EST253079

DATE
10/20/2026

TOTAL
USD $22,750.00

TO

Subi Gahdhi

304 East Crawford
Palestine Texas
75801
817-371-6308
vgandhi101@gmail.com

DESCRIPTION	RATE	QTY	AMOUNT
Install Lathings to existing roof (Roof can not be removed due to structure and foam.) Install 26 Ga galvalume metal panels to lathings. Install flashing, trim amd closures as needed. Debris removal and haul away. 5 year workmanship warranty.	$22,750.00	1	$22,750.00

TOTAL **USD $22,750.00**

DOWNTOWN GRANT PERFORMANCE AGREEMENT

This Downtown Grant Performance Agreement ("GRANT AGREEMENT") is executed by and between the Palestine Economic Development Corporation, a Texas Section 4B Economic Development Corporation ("PEDC"), whose address is 100 Willow Creek Pkwy. Suite A, Palestine, Texas 75801, and Subi Gandhi ("APPLICANT"), a whose current address is 310 E. Crawford St., Palestine, Texas 75801.

RECITALS

WHEREAS, the PEDC is an Economic Development Corporation, organized under the Texas Development Corporation Act of 1979, Article 5190.6, Section 4B of Vernon's Texas Civil Statutes, now Section 501 et seq. of the Texas Local Government Code (the Act), and authorized by the City of Palestine, Texas (City);

WHEREAS, the PEDC has adopted, and the City approved, a Downtown Grant Program ("GRANT PROGRAM");

WHEREAS, the APPLICANT submitted its Application dated October 21, 2026 for a Downtown Grant ("APPLICATION"); and

WHEREAS, the APPLICANT plans to make real property capital investments of **Twenty-Two Thousand Seven Hundred Fifty Dollars and No Cents ($22,750.00)** for the purpose of complete roof replacement at the third-party leased business property of Fox and Hare Salon located at 304 E. Crawford St, Palestine, TX 75801 ("PROJECT"). PEDC has found that the proposed improvements of APPLICANT'S property will encourage economic development in the City and will add to the ad valorem tax rolls of the City and other local taxing entities, and the PEDC and City have approved a cash performance grant to APPLICANT that matches funds expended by APPLICANT not to exceed a grant of **Eleven Thousand Three Hundred Seventy-Five Dollars and No Cents ($11,375.00)** ("GRANT").

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

1. APPLICANT'S OBLIGATIONS

1.1. The GRANT PROGRAM, APPLICATION, and APPLICATION GRANT APPROVAL are incorporated herein by reference as if specifically set forth herein.

1.2. APPLICANT accepts such grant subject to PEDC and City approval.

1.3. APPLICANT recognizes that, pursuant to the terms and provisions of Texas law, this GRANT AGREEMENT will not be valid and binding on PEDC until it is approved by the City Council of the City of Palestine, Texas.

1.4. APPLICANT will secure completion of the improvements in compliance within its APPLICATION, the GRANT APPLICATION APPROVAL, and the GRANT PROGRAM before September 15, 2027.

1.5. APPLICANT will obtain all permits required by the CITY or otherwise required by other government authorities for the improvement project.

1.6. PEDC, by its designated representative, shall have the right to inspect during the construction of the improvements and, following APPLICANT'S notice of completion, to evaluate APPLICANT'S compliance with the APPLICATION, the GRANT APPLICATION APPROVAL, and the GRANT PROGRAM.

2. FUNDING

2.1. APPLICANT shall provide PEDC with written notification of project completion by certified mail, return receipt requested, stating that all improvements have been completed in accordance with the APPLICATION and GRANT APPLICATION APPROVAL and GRANT PROGRAM, and that full payments have been made for all labor and materials with attached payment receipts for materials and labor, required permits, inspection reports, and project photographs.

2.2. Upon PEDC'S receipt of APPLICANT'S notification of completion, an on-site inspection may be made by a representative or representatives of PEDC. Such inspection shall not be considered in any way as a reflection of PEDC'S approval on the quality, safety, or reliability of the improvements, such being the sole responsibility of APPLICANT.

2.3. Following on-site inspection, PEDC will review the findings and may request additional information if needed and then either notify the APPLICANT of compliance or identify items of non-compliance. APPLICANT shall correct the items of non-compliance within thirty (30) days of notice thereof or this GRANT AGREEMENT shall be immediately cancelled and the APPLICANT shall immediately refund of all grant monies received to date, if any.

2.4. Upon the PEDC board of directors making a finding of completion of the project, as per the terms of the APPLICATION, the GRANT APPLICATION APPROVAL and the GRANT AGREEMENT, payment of the total grant award will be made.

3. REPRESENTATION AND WARRANTIES

APPLICANT represents and warrants to PEDC that:

3.1. APPLICANT has the power and authority, corporate or otherwise, to conduct its business and to perform all of its obligations under this GRANT AGREEMENT.

3.2. APPLICANT'S execution, delivery, and performance of this GRANT AGREEMENT has been duly authorized by all necessary action, corporate or otherwise, and does not and will not

violate any provision of any existing law, rule, regulation, contract, or lien by which APPLICANT or its property or assets is bound or affected.

3.3. To the best of APPLICANT'S knowledge neither it, nor any division, branch, subsidiary, or related agency of the APPLICANT, is a party to any administrative or legal proceeding that is active or threatened against the APPLICANT or APPLICANT'S officers which may result in any material adverse change in APPLICANT'S business operations or assets which may be the subject of this GRANT AGREEMENT.

3.4. APPLICANT represents and warrants that they are not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Government Code.

3.5. Information, documentation, and other material in connection with the GRANT AGREEMENT may be subject to public disclosure pursuant to Chapter 552 of the Government Code **(the "Public Information Act")**. To the extent, if any, that any provision of the Agreement is in conflict with the Public Information Act, such provision shall be void and have no force or effect.

In accordance with Section 2252.907 of the Government Code, APPLICANT is required to make any information created or exchanged with the PEDC pursuant to the GRANT AGREEMENT, regardless of contrary provisions contained herein, and not otherwise excepted from disclosure under the Public Information Act, available in a format that is accessible by the public at no additional charge to the PEDC.

3.6. ***No Indemnification by the PEDC.*** APPLICANT and the PEDC expressly acknowledge that the PEDC'S authority to indemnify and hold harmless any third party is governed by Article XI, Section 7, of the Texas Constitution and any provision that purports to require indemnification by the PEDC is invalid. Nothing in this GRANT AGREEMENT requires that the PEDC incur debt, assess or collect funds, or create a sinking fund.

3.7. APPLICANT is aware of the limitations imposed on this GRANT and the use of funds by law and acknowledges that the funds herein granted shall be utilized solely for purposes authorized under law and by the terms of this GRANT AGREEMENT. In the event that an audit determines that the financial incentives granted under this GRANT AGREEMENT were not used for proper purposes, APPLICANT agrees to reimburse PEDC for the sums of money spent for purposes not authorized by law or this GRANT AGREEMENT, with interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever 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 City) as its prime or base commercial lending rate. The payment of interest shall be from the date that the money was spent for purposes not authorized by law or this GRANT AGREEMENT.

3.8. APPLICANT does not and will not knowingly employ an undocumented worker, as that term is defined by Tex. Gov't. Code Sec. 2264.001, directly or indirectly through a contractor or subcontractor. If, after receiving the funds herein granted, APPLICANT is convicted of a violation

under 8 U.S.C. § 1324a(t), APPLICANT shall repay the amount of the grant paid by PEDC to APPLICANT with interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever 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 City) as its prime or base commercial lending rate. The payment of interest shall be, no later than 120 days after the date that APPLICANT receives notification of such a violation.

3.9. APPLICANT shall fully comply with all local, state and federal laws applicable or otherwise implicated by APPLICANT'S receipt of funds under this GRANT PROGRAM, which includes but is not limited to APPLICANT'S compliance with Title VII, Civil Rights Act of 1964, as amended, the Texas Labor Code, the Drug Free Workplace Act of 1988, and the Americans with Disabilities Act, as well as APPLICANT'S refraining from discrimination of persons based on race, color, religion, sex (including pregnancy, childbirth, and related medical conditions; sexual orientation), national origin, disability, age, citizenship status, genetic information, political affiliation or participation in civil rights activities. Furthermore, while the City of Palestine fully supports the exercise of freedom of speech, the City of Palestine will not financially support or fund projects that incorporate or promote ideas of hate or which are intended to vilify, humiliate, or incite hatred against a group or a class of persons on the basis of race, religion, skin color, sexual identity, gender identity, ethnicity, disability or national origin.

3.10. APPLICANT will use all commercially reasonable efforts to continue operations in Palestine, Anderson County, Texas.

3.11. APPLICANT shall timely pay all ad valorem taxes due and owed by it to the CITY and all other taxing authorities having jurisdiction over the APPLICANT'S property. APPLICANT shall also timely pay any and all water and sewer bills owed to the CITY. In addition, APPLICANT shall timely pay all employment, income, franchise, and other taxes owed by it to all local, state, and federal government entities.

3.12. APPLICANT shall properly notify the Anderson County Appraisal District of all capital improvements, personal property, and equipment and shall list the City of Palestine as the taxable situs of all capital improvements, personal property, and equipment located on the property.

3.13. If APPLICANT'S operations, past or present, cause the CITY or PEDC to be fined by any governmental entity, this AGREEMENT shall terminate immediately and the PEDC will have no further obligations under this GRANT AGREEMENT and APPLICANT shall immediately repay the CITY or PEDC for such fines, penalties, and expenses within thirty (30) days.

3.14. If the business property, that being 304 E. Crawford St., Palestine, Texas 75801, is sold, conveyed, or utilized for a purpose not originally intended by the GRANT APPLICATION within two years of grant funding being awarded to APPLICANT, APPLICANT shall be required to reimburse the PEDC immediately for the full amount of the grant.

4. REMEDIES

4.1. Upon default, the non-defaulting party shall have the right to seek any remedy available in law or equity including, termination of this GRANT AGREEMENT, recovery of GRANT funds, and pre-judgment and post-judgment interest at the rate provided by law or as otherwise provided by this GRANT AGREEMENT (whichever is greater).

4.2 **Attorney's Fees.** Except as otherwise expressly provided herein, each party shall bear its own costs and attorney's fees in connection with this Agreement, including any dispute relating thereto.

5. MISCELLANEOUS PROVISIONS

5.1. All representations, warranties, covenants, and agreements, as well as rights and benefits for the parties to this GRANT AGREEMENT shall survive the payment of grant funds to APPLICANT.

5.2. This GRANT AGREEMENT may not be assigned by APPLICANT without the prior written consent of PEDC. No such assignment shall relieve APPLICANT of any of its obligations under this GRANT AGREEMENT.

5.3. The GRANT AGREEMENT may not be amended, modified, altered, or changed unless in writing, signed by both parties to this GRANT AGREEMENT and approved by the City of Palestine.

5.4. **APPLICANT SHALL INDEMNIFY AND HOLD THE PEDC, ITS EMPLOYEES, AND ITS AGENTS HARMLESS FOR ANY DAMAGES, BOTH PERSONAL AND PROPERTY, WHICH MAY RESULT DIRECTLY OR INDIRECTLY FROM ANY INCIDENT ASSOCIATED WITH PROJECT BOTH DURING AND AFTER CONSTRUCTION, AND THAT PEDC, ITS EMPLOYEES, AND ITS AGENTS SHALL NOT BE LIABLE FOR ANY DEBTS INCURRED IN ASSOCIATION WITH THE EXECUTION AND COMPLETION OF THE SUBJECT PROJECT OF THIS APPLICATION.**

PEDC, ITS EMPLOYEES, AND ITS AGENTS, DO NOT ATTEST TO THE QUALITY, SAFETY, OR CONSTRUCTION OF A PROJECT ELIGIBLE FOR, OR RECEIVING GRANT FUNDING. THEREFORE, PEDC, ITS EMPLOYEES AND AGENTS SHALL BE HELD HARMLESS BY THE APPLICANT FOR ANY PROJECT WHOSE APPLICATION HAS BEEN APPROVED OR HAS RECEIVED ACTUAL GRANT FUNDING.

5.5. **Severability.** In the event of any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporations, or circumstance, shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity, or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the

application, validity, or constitutionality of the remaining parts of this Agreement shall not be affected thereby.

5.6. This GRANT AGREEMENT shall be binding upon an inure to the benefit of the parties and their respective heirs, administrators, and assigns.

5.7. No failure or delay on the part of the PEDC in exercising any right, power, or exercise hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No notice to or demand on APPLICANT in any case shall entitle APPLICANT to any other or further notice or demand in similar or other circumstances.

5.8. All notices, consents, requests, demands, and other communication hereunder shall be in writing and shall be deemed to have been duly given to the party hereto if mailed by certified mail, prepaid, to the APPLICANT'S address shown above as first written.

5.9. Time is of the essence of this agreement.

5.10. Neither party will be liable for delays or failure in its performance hereunder to the extent that such delay or failure is caused by acts of God, war, terrorism, or threats of terrorism, natural disaster, strike, lockout, labor dispute, work stoppage, fire, third-party criminal act, quarantine restriction, epidemic, pandemic, act of government, or other events outside of the reasonable control of a party (a "Force Majeure Event"); provided that the delayed party took reasonable precaution to prevent the impact of the Force Majeure Event.

5.11. This GRANT AGREEMENT shall be deemed a contract made under the laws of the State of Texas and for all purposes shall be construed in accordance with the Laws of said State. The venue shall be in Anderson County, Texas.

5.12. The providing of this GRANT AGREEMENT by PEDC to APPLICANT by any means of delivery constitutes an offer by PEDC to APPLICANT to accept this GRANT AGREEMENT on the terms and conditions contained therein, subject to approval by the City of Palestine City Council. If APPLICANT has not accepted the offer by ninety (90) days from the date approved by the City Council of the City of Palestine, Texas, the offer will lapse, and the offer and this GRANT AGREEMENT shall become null and void.

6. TERM

6.1. This GRANT AGREEMENT shall be effective on the date of the last signature below. The GRANT AGREEMENT shall terminate one year from the date that the PEDC board of directors makes a finding of completion of the project pursuant to Section 2.5 of this GRANT AGREEMENT or earlier as otherwise terminated according to the provisions of this GRANT AGREEMENT.

AGREED and **SIGNED** to be effective as of the Effective Date.

For the Applicant(s):
Subi Gandhi

By _____ Date _____
Subi Gandhi, Property Owner

For the PEDC:
Palestine Economic Development Corporation

By_____ Date _____
Dan Bochsler, Board President

APPROVED:
City of Palestine, Texas

By _____ Date _____
Mitchell Jordan, Mayor

Agenda Date:	11/10/2026
To:	Palestine Economic Development Corporation
From:	Melissa Temple, EDC Administrative Assistant
Agenda Item:	Presentation Regarding Downtown Grant Application And Performance Agreement/ Subi Gandhi.

SUMMARY:

Presentation regarding a Downtown Grant Application and Performance Agreement with Subi Gandhi for the property located at 310 East Crawford Street.

RECOMMENDED ACTION:

No action is required.

Attachments

Downtown Grant Application 310 East Crawford Subi Gandhi

Deed

Proof of Insurance

A to Z Roofing Bid

Athen's Best Roofing & Construction Bid

Downtown Grant Performance Agreement Subi Gandhi 310 E Crawford

APPLICATION TO PALESTINE ECONOMIC DEVELOPMENT CORPORATION
DOWNTOWN GRANT PROGRAM

1. Applicant/Applicants name(s): SUBI GANDHI
2. Type of grant(s) being requested:
   - ☐ First Time Applicant
   - ☑ Recurring Applicant
3. Applicants contact Information.
   a. Phone 617 371 6304
   b. Fax _____
   c. Email VGANDHI101@.com Gmail.com
4. Physical address of property for which grant is being requested.
   310 E. CRAWFORD ST. PALESTINE - TX - 75801
5. Is the property in the Palestine Main Street Overlay District? ☑ Yes ☐ No
   (Properties must be in the Main Street Overlay District to qualify for the PEDC Downtown Grant.)
6. Is the property in the Palestine Historic Overlay District? ☑ Yes ☐ No
   (Historic district overlays can be found on the map at https://downtowntx.org/palestine-texas)
7. What is the Zoning for the property? ☑ CBD ☐ MUN ☐ RC ☐ I
   (Zoning information can be found at cityofpalestinetx.com)
8. Is the property in the National Register's Palestine New Town Commercial Historic District? ☐ Yes ☒ No
   (Historic District information can be found at https://downtowntx.org/documents/final/Community/5/1668108976NRHP-Registration-Form-Palestine.pdf)
9. Is it a Contributing property? ☐ Yes ☒ No *(Map on page 86^)*
10. Is the property individually listed on the National Register of Historic Places? ☑ Yes ☐ No
11. Is the property a designated Palestine Historical Landmark? ☑ Yes ☐ No
12. Does this project contribute to the Rehabilitation or Stabilization of a Vacant or Blighted Building?
    ☐ Yes ☒ No
13. Current occupancy type Commercial Occupancy type upon project completion Commercial
14. Please provide the total square footage of the property: 5900 sq ft
15. Is this a mixed-use (commercial & residential) property?
    ☐ Yes ☒ No

If so, please provide a breakdown of the square footage of the property based on current use:

Commercial: _____ sq ft

Residential: _____ sq ft

16. No. of Stories: _____
17. Business name, if applicable SHELTON CUT
18. Mailing address 310 E. CRAWFORD ST. PALESTINE 75801

19. This business is a

☐ Sole proprietorship

☐ Partnership

☑ Corporation

☐ Other _____

Please provide applicable business documentation such as DBA, Partnership Agreement, Corporate Charter, etc.…

20. Please provide a brief description of business activity.

BAR - RESTURANT -

21. Is this property owned or leased by Applicant?

☑ Owned, please provide proof of ownership.

☐ Leased, please provide a copy of the lease agreement.

Name of Lessor _____

Address of Lessor _____

Lessor Contact: phone _____ email _____

22. Date business established in Palestine, TX, if applicable 2010

23. Number of employees, if applicable _____ Number of new employees, if applicable _____

24. Please provide a description of the proposed project:

NEW ROOF ON MAIN BUILDING.

25. Proposed scope of work (Check all that apply):

Façade/Exterior Walls:

☐ TOTAL/MAJOR RESTORATION or ☐ PARTIAL RESTORATION OR MAINTENANCE

Including: ☐ Slipcover Removal ☐ Door(s) ☐ Window(s) ☐ Brick/Mortar ☐ Awning

☐ Weatherproofing/Sealing ☐ Power Wash/Cleaning ☐ Trim Paint ☐ Wall Paint*

☐ Other_____

Critical Building Components:

☐ REPLACEMENT OR MAJOR REPAIR or ☐ MINOR REPAIR OR MAINTENANCE

Including: ☐ Foundation ☐ Exterior Wall System ☐ Roof

☐ Plumbing ☐ Gas System ☐ Electrical ☐ Air Conditioning/Heat

☐ Other_____

Other Building Components:

☐ NEW INSTALLATION or ☑ MAJOR REPAIR OR REPLACEMENT

Including: ☑ Awning/Canopy (no signage) ☐ Grease Trap ☐ Dumpster Enclosure

☐ Fire Protection/Suppression ☐ Elevator/Lift (for any use) ☐ Ramp/Stairs

☐ Interior Painting ☐ Parking Lot/Driveway

☐ Other_____

Business/Property Signage:

☐ NEW SIGN/SIGNAGE PACKAGE or ☐ RESTORATION OF A HISTORIC SIGN

Texas Accessibility Standards (TAS) Upgrades:

☐ Removal of Architectural Barriers to provide accessible routes throughout buildings and facilities by replacement or modification to items such as doors, doorways, gates, ramps, curb ramps, elevators, platform lifts, etc.

☐ Provision of Communication and Signage that conveys information or instructions that is accessible and usable by people with disabilities, especially those with visual or hearing impairments. Examples include fire alarm systems with specified visual and tonal signals, signs with Braille and raised letters, assistive listening systems, etc.

☐ Renovation of Facilities and Amenities to include elements and features that provide services or convenience to users or visitors with disabilities, especially those with mobility or dexterity impairments. Examples include kitchens, kitchenettes, sinks, toilet facilities, bathing facilities, washing machines, clothes dryers, drinking fountains, dining surfaces, work surfaces, storage, etc.

☐ Technology and Digital Accessibility Upgrades to elements and features of buildings and facilities that involve the use of electronic devices or systems to access information or services. Examples of technology and digital accessibility include fire alarm systems, telephones, assistive listening systems, automatic teller machines (ATMs), fare machines, two-way communication systems, etc.

☐ Other Modifications to the design, installation, and operation of elements and features to be accessible and usable by people with disabilities, especially those with specific or unique needs or preferences, such as a clear floor or ground space, reach ranges, operable parts, seats, etc.

26. Amount of grant funds requested $53000.00

(Total possible funding per grant application is $75,000 maximum)

27. Total projected cost of project $71210.00

28. Estimated start date of project UPON APPROVAL.

29. Estimated completion date of project 15 DAYS AFTER STARTS.

30. Please provide competitive cost estimates (bids) for each different scope of work from a minimum of two (2) licensed and bonded contractors or suppliers. Detailed cost estimates, including material types, paint color samples and finishes are required. If two cost estimates are unable to be obtained, a written declination to bid by a licensed and bonded contractor may be considered as a substitute for one of the required estimates.

31. Please provide any additional information which would further help describe this project, including paint color and chips, photographs, rendering of design, specifications, and other material to describe your project

32. Please attach photos of existing conditions.

33. Please provide any additional information you believe to be important concerning this grant application.

34. I (we) the undersigned do hereby acknowledge, certify, and agree:

A. Prior to the submission of this application, a copy of the Palestine Economic Development Corporation Downtown Grant Program Guidelines has been obtained, reviewed, and clearly understood and is incorporated as part of the Application.

B. The submission of this Application does not create any property, contract or other legal rights in any person or entity that obligates the PEDC to provide grant funding.

C. Applicant certifies that it, the company, its branches, divisions, and departments do not and will not knowingly employ an "undocumented worker" as that term is defined by the Program Guidelines. Applicant will repay the total amount of the grant amounts received with interest if the company is convicted of a violation under 8 U.S.C. Section 1324a. Repayment will be due no later than the 120th day after the date PEDC notifies the Applicant of the violation or as otherwise provided in the Grant Agreement.

D. Improvements will not commence prior to having received written approval for a grant from PEDC, execution of a Grant Agreement and approval of the City of Palestine City Council if necessary. The PEDC Board has the authority to consider grants in amounts of less than $10,000 without requiring final approval from the City of Palestine City Council.

E. Applicant(s) do not currently have outstanding or otherwise delinquent financial obligations to PEDC or the City of Palestine such as liens, court fines, city utility bills, sales tax, or property taxes. Further, applicant is not currently a party to a pending or active lawsuit against PEDC or the City of Palestine.

F. Applicant(s) must obtain all applicable permits related to the improvement project prior to commencement.

G. Applicant(s) certify that all attached estimates have been obtained from independent, qualified contractors, who are in no way affiliated or related to the applicant or competing bidder.

H. This Application and all statements therein are true and correct, and it is executed under penalties of perjury.

Signed this the 21 day of OCTOBER, 20 26

Applicant Sayers Applicant _____

[TO BE COMPLETED BY DEVELOPMENT SERVICES]

Based on the project information provided with this application and the research documented above, at a minimum the project will require the following from Development Services:

_____ No further municipal approvals

_____ Pre-Development Meeting - Recommended Date Scheduled_____

_____ Certificate of Appropriateness from HLC Date Received_____

_____ Historic Landmark Commission (HLC) Hearing Date Scheduled_____

_____ Sign Permit Application

_____ Main Street Advisory Board Review Date Scheduled_____

_____ Specific Use Permit Application

_____ Zoning Change Application

_____ Planning & Zoning Commission Hearing Date Scheduled_____

_____ City Council Meeting to Approve Specific Use Permit Date Scheduled_____

_____ Procedure for Commercial New Construction and Additions with Building Permit
(Refer to checklist from Development Services for complete list of documents required)

_____ Procedure for Commercial Remodels and Repairs with Building Permit
(Refer to checklist from Development Services for complete list of documents required)

_____ Multi-Trade Subcontractor Permit Application (electrical, plumbing, mechanical)

_____ Water and Sewer Tap Application

_____ Health Department Plan Review and Inspection

_____ Fire Inspection

_____ Public Works & Utilities Inspection

_____ Building Inspection

_____ Clean and Show Application

_____ Certificate of Occupancy Application

Approval of HPO or Interim Director of Development Services:

_____ Date: _____

Approval of Mainstreet District Coordinator:

_____ Date: _____

Note: Any changes to the project scope after the date indicated above will require review by the HPO or Director of Development Services!

PDF Print Sign

Athens's Best Roofing & Construction

Johnny Day Johnson
Business Number 903-203-9822
6520 Texas 19, Athens, Texas 75751
6520 Texas 19 south
75751
903-681-2780
903-681-2780
www.athensbestroofing.com
jjslroofing@gmail.com

ESTIMATE
EST253078

DATE
10/20/2026

TOTAL
USD $71,210.00

TO

Subi Gahdhi

310 East Crawford
Palestine Texas
75801
817-371-6308
vgandhi101@gmail.com

DESCRIPTION	RATE	QTY	AMOUNT
Install lathing to existing building (Roof can not be removed due to structure and foam.) Install 26GA galvalume PBR metal panels to lathing. Install flashing, trim and closures as needed. Debris removal and haul away. 5 year workmanship warranty.	$71,210.00	1	$71,210.00

TOTAL **USD $71,210.00**

FILED FOR RECORD - ANDERSON COUNTY, TX
INST NO: 201802703 on May 16, 2018 at 01:38:00 PM

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

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Warranty Deed with Vendor's Lien

Date: May 14th, 2018

Grantor: Dhiren Gandhi a/k/a DHiren Ghandi by and through his Attorney-in-fact, Stuart L. Whitaker

Grantor's Mailing Address:

310 E. Crawford St.
Palestine Tx 75801

Grantee: Subi Gandhi, as his sole and separate property

Grantee's Mailing Address:

156 Diablo Dr.
Burleson, TX 76028

Consideration:

Cash and a note of even date executed by Grantee and payable to the order of AUSTIN BANK, TEXAS NATIONAL ASSOCIATION in the principal amount of SEVENTY FIVE THOUSAND AND NO/100 DOLLARS ($75,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of AUSTIN BANK, TEXAS NATIONAL ASSOCIATION and by a first-lien deed of trust of even date from Grantee to Russell Gideon, trustee.

Property (including any improvements):

Tract One: Being all that certain lot, tract, or parcel of land located in Anderson County, Texas, containing 0.706 of an acre of land being a part of Lot 1,

Fractional Lot 6, Market Street and all of Lot 4, Block 15 of the Original Town of Palestine, Anderson County, Texas and being more particularly described on Exhibit "A" attached hereto, incorporated herein, and made a part hereof for all purposes.

Tract Two: Being all that certain lot, tract, or parcel of land located in Anderson County, Texas, and being described as part of the S. G. Wells League A-65 and being Lots 5 and 8, Block 15 of the Original Town of Palestine, Texas, also a part of Fractional Lot 6, West of Lots 5 and 8, Block 15 of Anderson County, Texas, and being more particularly described on Exhibit "A" attached hereto, incorporated herein, and made a part hereof for all purposes.

Tract Three: Being all that certain lot, tract, or parcel of land located in Anderson County, Texas, and being described as part of Block D, Butler Addition to the City of Palestine, Texas and being described as 0.040 of an acre and being more particularly described on Exhibit "A" attached hereto, incorporated herein, and made a part hereof for all purposes.

Reservations from Conveyance:

None.

Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2018, which Grantee assumes and agrees to pay, but not subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantor assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

AUSTIN BANK, TEXAS NATIONAL ASSOCIATION at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of AUSTIN BANK, TEXAS NATIONAL ASSOCIATION and are transferred to AUSTIN BANK, TEXAS NATIONAL ASSOCIATION without recourse against Grantor.

When the context requires, singular nouns and pronouns include the plural.

Dhiren Gandhi by Stuart L. Whitaker by POA
Dhiren Gandhi a/k/a DHiren Ghandi by
and through his Attorney-in-fact,
Stuart L. Whitaker

STATE OF TEXAS)

COUNTY OF ANDERSON)

This instrument was acknowledged before me on May 14th, 2018 by Dhiren Gandhi a/k/a DHiren Ghandi by and through his Attorney-in-fact, Stuart L. Whitaker.

Patricia Pardue
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Law Offices of Terry M. Thorn
608 E. Crawford Street
Palestine, TX 75801
(903) 729-6087
(903) 729-7605

PATRICIA PARDUE
Notary Public, State of Texas
Comm. Expires 01-21-2020
Notary ID 130506317

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EXHIBIT "A"

TRACT ONE:

ALL that certain tract or parcel of land, being a part of LOT 1, FRACTIONAL LOT 6, and MARKET STREET, and all of LOT 4, BLOCK 15 of the ORIGINAL TOWN OF PALESTINE, Anderson County, Texas, also being all of those certain called Second and Third Tracts conveyed to Tom I. Frazer et al by J. L. Gatewood et ux, February 5, 1951, recorded in Volume 441, page 285 of the Deed Records of Anderson County, Texas, and being more completely described as follows, to-wit:

BEGINNING at a 1/2" Iron Rod for corner at the Northeast corner of Lot 1 and at the Southwest intersection of East Crawford and North Elm Street.

THENCE S 0° 48' 48" E with the East line of Lots 1 and 4, the West margin of North Elm Street a distance of 141.19 feet to a 1/2" Iron Rod for corner in Market Street (closed Volume 100, page 69 of the Deed Records of Anderson County, Texas), and at the Northeast corner of D. A. Ford's Estate lot.

THENCE S 71° 59' 34" W with the South line of Second and Third Tracts, the North line of D. A. Ford's Estate, at 167.17 feet passing the Northwest corner of D. A. Ford's Estate, continuing a total distance of 192.32 feet to a 1/2" Iron Rod for corner at the Southeast corner of said Third Tract, the West line of Original Town of Palestine, the East line of Block D. of the Butler Addition to the City of Palestine, the East line of a Lot conveyed to the City of Palestine by Bess Burkitt Crane et al, November 7, 1931, recorded in Volume 212, page 204 of the Deed Records of Anderson County, Texas.

THENCE N 13° 12' 34" W with the West line of said Third Tract, the East line of said City of Palestine lot, the West line of the Original Town of Palestine, the East line of Block D. of Butler Addition a distance of 133.59 feet to a corner in the East bank of a Creek, the North corner of said Third Tract, the Northeast corner of the City of Palestine lot, the Northeast corner of Block D of Butler Addition in the South margin of Crawford Street a curve to the right, from which the Northwest corner of the Original Town of Palestine Brs. N 13° 12' 34" W - 1197.47 feet.

THENCE with the North line of said Second Tract, the South margin of East Crawford Street, a curve to the right, which has a Delta Angle of 37° 42' 27", a R. of 319.99 feet, a T. of 109.27 feet, a L. of 210.59 feet, and a D. of 17.90565° to a 1/2" Iron Rod at the P. T. of said curve, continuing with the North line of said Second Tract, the South margin of East Crawford Street, N 88° 59' 12" E a distance of 16.92 feet to the place of beginning, containing 0.706 of an acre of land.

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EXHIBIT "A"

TRACT TWO:

All that certain tract or parcel of land, lying and being situated in the City of Palestine, Anderson County, Texas and being a part of the S. G. WELLS LEAGUE A-65, and being LOTS 5 AND 8 in BLOCK 15 of the ORIGINAL TOWN OF PALESTINE, Texas, ALSO A PART OF FRACTIONAL LOT 6, West of Lots 5 & 8 in Block 15, conveyed by C. T. Unger et al to Clarence Everett, by deed dated 02-03-1940 and recorded in Volume 299 at Page 280, of the Deed Records of Anderson County, Texas, and described by metes and bounds as follows:

BEGINNING at the intersection of the North margin of Avenue "A" with the West margin of Elm street;

THENCE Northerly with the West margin of Elm Street 128 feet to an iron stake for corner, being the Southeast corner of the North portion of the Morris property sold to J. L. Gatewood by said deed recorded in Volume 204 at Page 354 of the said Deed Records;

THENCE Westerly with the South line of said Gatewood Lot 160 feet to the Southwest corner of same at a point in the East line of a lot or parcel of land conveyed by R. J. L. Morris et ux, to W. Totty in Volume 73 at Page 427, of said Deed Records;

THENCE Southerly with the East line of said Totty Lot 157.5 feet, more or less, to the Southeast corner of said Totty Lot, at a point in the North margin of Avenue "A";

THENCE Easterly with the North margin of Avenue "A" 118 feet to the place of beginning.

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EXHIBIT "A"

TRACT THREE:

All that certain lot, tract or parcel of land being a part of Block D, Butler Addition to the City of Palestine, Texas and being described as 0.040 of an acre as follows to wit:

Beginning at the North East corner of Block D, Butler Addition and at the Northwest corner of Block 6, Original Addition to the City of Palestine, Texas;

Thence South 13° 12' 34" East 133.59 feet to a ½ inch iron rod found for corner;

Thence South 71° 59' 34" West 3.62 feet to a ½ in iron rod found for corner;

Thence North 21° 53' 06" West 127.05 feet to a found 1 inch iron pipe;

Thence North 58° 38' 16" East 24.09 feet to place of beginning and containing 0.040 of an acre as reflected on a Plat of Survey prepared by F. D. McBride, R.P.L.S. # 1548, in the State of Texas, which Plat of Survey is dated 03-31-1992 and is attached hereto for all pertinent purposes.

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Return To: ACAC (Closing Office) ✓
GF# 185421

FILED FOR RECORD on 05/16/2018 at 01:38 PM RP
Mark Staples, County Clerk, ANDERSON COUNTY, TX

ACORD EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY): 05/15/2026

THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

PRODUCER NAME, CONTACT PERSON AND ADDRESS	PHONE (A/C, No, Ext): 469-995-7099	COMPANY NAME AND ADDRESS	NAIC NO: AA-1340043
Reliance Insurance Services 102 Decker Ct Ste 220 Irving, TX, 75062		Great Lakes Insurance SE	
FAX (A/C, No): 469-995-7099	E-MAIL ADDRESS: rsupport@getrelianceinsurance.com	IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH	
CODE:	SUB CODE:	POLICY TYPE: Property	
AGENCY CUSTOMER ID #:			
NAMED INSURED AND ADDRESS: Subi Gandhi 310 E Crawford St Palestine, TX 75801		LOAN NUMBER	POLICY NUMBER: RK07363A26
		EFFECTIVE DATE: 05/10/2026	EXPIRATION DATE: 05/10/2027 — ☐ CONTINUED UNTIL TERMINATED IF CHECKED
ADDITIONAL NAMED INSURED(S): NA		THIS REPLACES PRIOR EVIDENCE DATED:	

PROPERTY INFORMATION (Use REMARKS on page 2, if more space is required) ☒ BUILDING OR ☒ BUSINESS PERSONAL PROPERTY

LOCATION/DESCRIPTION: 310 E Crawford St, Palestine, TX 75801

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION PERILS INSURED: ☐ BASIC ☐ BROAD ☒ SPECIAL

COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: $ $975,000 DED: $2500

	YES	NO	N/A	
☒ BUSINESS INCOME ☐ RENTAL VALUE		☒		If YES, LIMIT: ☐ Actual Loss Sustained; # of months:
BLANKET COVERAGE		☒		If YES, indicate value(s) reported on property identified above: $
TERRORISM COVERAGE		☒		Attach Disclosure Notice / DEC
IS THERE A TERRORISM-SPECIFIC EXCLUSION?		☒		
IS DOMESTIC TERRORISM EXCLUDED?		☒		
LIMITED FUNGUS COVERAGE		☒		If YES, LIMIT: DED:
FUNGUS EXCLUSION (If "YES", specify organization's form used)		☒		
REPLACEMENT COST	☒			
AGREED VALUE		☒		
COINSURANCE	☒			If YES, 80 %
EQUIPMENT BREAKDOWN (If Applicable)	☒			If YES, LIMIT: DED:
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg		☒		
- Demolition Costs		☒		If YES, LIMIT: DED:
- Incr. Cost of Construction		☒		If YES, LIMIT: DED:
EARTH MOVEMENT (If Applicable)		☒		If YES, LIMIT: DED:
FLOOD (If Applicable)		☒		If YES, LIMIT: DED:
WIND / HAIL (If Subject to Different Provisions)	☒			If YES, LIMIT: 2% DED: $5000
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS	☒			

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE ADDITIONAL INTEREST NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

ADDITIONAL INTEREST

☒ MORTGAGEE ☒ LENDERS LOSS PAYABLE	☐ CONTRACT OF SALE	LENDER SERVICING AGENT NAME AND ADDRESS
NAME AND ADDRESS: NA		AUTHORIZED REPRESENTATIVE: Sanjay Sharma

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Clear All

EVIDENCE OF COMMERCIAL PROPERTY INSURANCE REMARKS - Including Special Conditions (Use only if more space is required)

Location 1- 304 E Crawford St, Palestine, TX
Building 1 $200,000
Business Personal Property $75,000

Location 2- 310 E Crawford St, Palestine, TX
Building 2 $700,000

Clear All



ROOF REPLACEMENT

OCT 20, 2026

SUBI GANDHI

310 East Crawford Street
Palestine, TX
75801

26 GAUGE R PANEL - BAR

Scope of work

Item	Unit	Line total
* Remove and dispose of existing metal roofing system * Inspect roof decking / substrate for visible damage * Furnish and install new 26-gauge R-panel roofing system with ZXL screws * Install all required roofing components including: - Ridge cap - Eave trim - Gable trim - Transition trim (if needed) - Pipe boots - Closures & sealants - Color-matched ZXL screws and fasteners - Flashings - Seal and waterproof all penetrations - Jobsite cleanup and haul off of debris		

Materials Included

Item	Unit	Line total
Materials Included * 26 Gauge R-Panel * ZXL " 40 Year" Screws * Color-matched trim package * Butyl tape & sealants * Fasteners & accessories		
		$67,375.00

Section Total **$67,375.00**

Estimate subtotal $67,375.00

Total $67,375.00

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/05/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hunter Insurance Services, Inc 8277 La Mesa Blvd La Mesa CA 91942	**CONTACT NAME:** Austin Lambert **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** austin@hunteronline.com
INSURED A to Z Roofing and Construction LLC 510 Limerick Drive Tyler TX 75703	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Incline Americas Insurance Company / 17532 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			PICGL00000058600	8/12/2026	8/12/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Proof of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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TERMS AND CONDITIONS

1. This Agreement constitutes the entire agreement between the parties, supersedes any previous understanding or agreement of the parties, and may be changed in writing. This Agreement cannot be cancelled except by mutual written agreement of all parties. If the Agreement is subsequently cancelled without Contractor's consent, Owner agrees to pay Contractor a termination fee equal to 25% of the Contract price plus the reasonable value of any work then in place. Owner acknowledges that Contractor is not a Public Insurance Adjuster and is not providing or offering to provide any Public Insurance Adjusting Services in connection with this Contract.

2. The Work shall be performed in accordance with construction industry standards. Owner acknowledges that Contractor's scope of work is limited to those items authorized by Owner's insurance company. Contractor expressly disclaims all liability for any pre-existing or hidden conditions on the property, including misplaced electrical, water, antenna, phone, security, heating, or a/c lines that may be damaged during the Work, replacement of deteriorated decking, fascia boards, roof vents and jacks, flashing, or other materials, unless otherwise stated in this Agreement, which cost shall be Owner's responsibility. Contractor is not liable for loss of texture or exposing nail heads, due to vibration, for sheetrock or texture damaged due to skylight frame being removed for re-flashing of curb, damage to landscaping, driveway or sidewalks, or falling debris on the interior of the home due to normal construction activities. Contractor is not responsible for expenses, claims, or damages arising out of the presence, disturbance, or removal of mold containing, asbestos-containing, or any other hazardous materials, all of which shall be remediated at Owner's sole expense. Contractor does not provide engineering services, will not perform an inspection for such deficiencies and is not responsible to repair any structural deficiencies, including sagging and out of level/plumb rafters, not included in Contractor's scope. The installation of the new roof system may intensify the appearance of such deficiency.

3.At the time Work starts, Owner will provide Contractor with exclusive access and use of all areas where the Work is to be performed and such additional areas as reasonably necessary to perform the Work without interruption. All roof area work surfaces shall be free of debris and in a dry accessible condition.

4.Owner is entitled to order changes to the work consisting of alterations in, additions to, or omissions from the agreed -upon scope, and Owner authorizes Contractor to adjust the Contract price accordingly. Contractor reserves the right to perform any changed or additional work with Owner's verbal instruction, but shall not be required to perform any such work without written authorization.

5. Additional payment terms: A deposit of 50% of the Contract Price shall be paid the day prior to delivery of materials and commencement of Work, said payment being a p recondition to Contractor's obligation to deliver materials or begin work. The balance is due upon completion of each trade. Interest of 1.5% per month will be charged for all unpaid work. Owner acknowledges that payment in full for Contractor's work is a pre-condition to Contractor's obligation to honor its Labor Warranty or to provide the Material Warranty. Acceptance of late or partial payments will not waive, limit, or prejudice Contractor's right to collect any amounts due.

6. Contractor's Labor Warranty does not cover damage by lightning, winds over 50 mph, hurricanes, tornadoes, hail storms, impact of foreign objects, damage due to settlement of foundation, or Owner's failure to properly maintain the property. Said Warranty cannot be assigned, is not transferrable, and is void if any other contractor alters Contractor's Work. All restocked material is subject to a 15% restocking fee. All work and material delivered to the Property, whether or not incorporated therein, remain Contractor's property until paid for. All unused materials remain Contractor's property.

7. Owner agrees to carry property and contents insurance, and to obtain HOA approval, if necessary, and to permit access to the property at reasonable times for Contractor to perform its Work. Owner shall indemnify Contractor against any loss or expense arising from any alleged violation of deed and/or association covenants, conditions, and restrictions, architectural guidelines, and rule and regulations or claims of personal injury for persons entering the work zone without Contractor's express permission. Owner acknowledges that Contractor may utilize subcontractors in performing its Work and authorizes Contractor to photograph its work and to utilize same in its marketing materials and social media.

8.Owner authorizes Contractor to communicate directly with Owner's insurance and/or mortgage company regarding recommended supplements to the project scope/ pricing and status of payment for Contractor's Work. Owner agrees to aid in collection of all monies due Contractor by executing and providing any/all necessary paperwork and/or communicating with insurance and/or mortgage company. Owner agrees that any disbursement of funds from Owner's insurance or mortgage company (ies) shall include Contractor as a payee, and that Contractor may present a signed copy of this Contract, which shall be sufficient authority and direction to Owner's insurance or mortgage company to include Contractor as a payee in any payments made in settlement of Owner's claim, all of which shall be designated first to the maximum scope of work identified. Should amounts paid by insurance not be sufficient to pay the agreed price herein, Owner agrees to pay the difference to Contractor immediately upon demand.

9. If Owner believes Contractor has failed to properly perform its work, Owner shall notify Contractor of such alleged default in a detailed writing and allow Contractor reasonable time of at least five full working days, to commence appropriate corrective measures (or demonstrate the absence of default) before incurring any cost chargeable to Contractor.

10.Should leaks occur after completion of installation of the Work, inspections, or repairs performed by Contractor shall be treated as warranty matters, and such circumstances shall not be grounds for withholding payment of the Contract Price; provided, however, if the Work is installed over an existing system, THE WARRANTIES EXPRESSLY STATED OR REFERRED TO HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED AND EXCLUDED. Contractor makes no warranty respecting "Wind Uplift Resistance" of the installed roof system.

11. Any dispute between Contractor and Owner arising out of or relating to this Agreement or the breach thereof, shall first be subject to mediation. In the event mediation is unsuccessful, said dispute shall be decided by arbitration. If the parties cannot agree on an arbitrator the dispute shall be submitted to the American Arbitration Association. Owner waives its right to participate in any class action suits or claims against Contractor. Should Contractor prevail in any affirmative claim, or successfully defend against Owner's claims, Contractor shall be entitled to its attorney's fees and all other costs incurred therein. The arbitrator's award shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof. Owner agrees that Contractor shall not be liable for consequential or exemplary damages. Contractor's aggregate cumulative liability arising out of or related to this Contract, however arising, shall not exceed the total amount of all money actually paid to Contractor under this Contract, without regard to whether any other provisions of this Contract have been breached or proven ineffective. OWNER GRANTS CONTRACTOR THE RIGHT TO PLACE AN ENFORCEABLE CONTRACTUAL LIEN AGAINST OWNER'S PROPERTY AND ANY INSURANCE PROCEEDS AS SECURITY TO ENSURE PAYMENT FOR CONTRACTOR'S WORK AND TO FORECLOSE ON THAT LIEN IN THE EVENT OF NON-PAYMENT WITHOUT THE NECESSITY OF COMPLYING WITH ANY NOTICE, SIGNATORY OR OTHER STATUTORY CONDITIONS APPLICABLE TO HOMESTEAD PROPERTY UNDER CHAPTER 53 OF THE TEXAS PROPERTY CODE OR THE TEXAS CONSTITUTION, AS MAY BE AMENDED FROM TIME TO TIME.

12. In case any one or more of the provisions contained in this Agreement are determined to be invalid, illegal, or unenforceable in any respect, such provision shall be modified to the minimum extent necessary for enforceability. To the extent it cannot be so modified, the Agreement shall be construed as if such provision(s) had never been contained herein. IMPORTANT NOTICE: You and your contractor are responsible for meeting the terms and conditions of this contract. If you sign this contract and you fail to meet the terms and conditions of this contract, you may lose your legal ownership rights in your home. Know your rights and duties under the law.

13. This Agreement is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from a construction defect. If you have a complaint concerning a construction defect and that defect has not been corrected as may be required by law or by Agreement, you must provide the notice required by Chapter 27 of the Texas Property Code to the Contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must describe the construction defect. If requested by the Contractor, you must provide the Contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code (For Residential Properties Only).

AUTHORIZATION PAGE

26 Gauge R Panel - Bar	$67,375.00	**Name:** Subi Gandhi **Address:** 310 East Crawford Street, Palestine, TX

Estimates valid for 30 days from date of estimate / A 50% deposit is required before any project begins

Deposit

A 50% deposit is required before any project begins.	50%

Customer Comments / Notes

Subi Gandhi: _____ **Date:** _____

Please make all checks payable to A to Z Roofing & Construction.

PDF Print Sign

Athens's Best Roofing & Construction

Johnny Day Johnson
Business Number 903-203-9822
6520 Texas 19, Athens, Texas 75751
6520 Texas 19 south
75751
903-681-2780
903-681-2780
www.athensbestroofing.com
jjslroofing@gmail.com

ESTIMATE
EST253078

DATE
10/20/2026

TOTAL
USD $71,210.00

TO

Subi Gahdhi

310 East Crawford
Palestine Texas
75801
817-371-6308
vgandhi101@gmail.com

DESCRIPTION	RATE	QTY	AMOUNT
Install lathing to existing building (Roof can not be removed due to structure and foam.) Install 26GA galvalume PBR metal panels to lathing. Install flashing, trim and closures as needed. Debris removal and haul away. 5 year workmanship warranty.	$71,210.00	1	$71,210.00

TOTAL **USD $71,210.00**

DOWNTOWN GRANT PERFORMANCE AGREEMENT

This Downtown Grant Performance Agreement ("GRANT AGREEMENT") is executed by and between the Palestine Economic Development Corporation, a Texas Section 4B Economic Development Corporation ("PEDC"), whose address is 100 Willow Creek Pkwy. Suite A, Palestine, Texas 75801, and Subi Gandhi ("APPLICANT"), a whose current address is 310 E. Crawford St., Palestine, Texas 75801.

RECITALS

WHEREAS, the PEDC is an Economic Development Corporation, organized under the Texas Development Corporation Act of 1979, Article 5190.6, Section 4B of Vernon's Texas Civil Statutes, now Section 501 et seq. of the Texas Local Government Code (the Act), and authorized by the City of Palestine, Texas (City);

WHEREAS, the PEDC has adopted, and the City approved, a Downtown Grant Program ("GRANT PROGRAM");

WHEREAS, the APPLICANT submitted its Application dated October 21, 2026 for a Downtown Grant ("APPLICATION"); and

WHEREAS, the APPLICANT plans to make real property capital investments of **Seventy-One Thousand Two Hundred Ten Dollars and No Cents ($71,210.00)** for the purpose of complete roof replacement at the owner-occupied business property of The Shelton Gin located at 310 E. Crawford St, Palestine, TX 75801 ("PROJECT"). PEDC has found that the proposed improvements of APPLICANT'S property will encourage economic development in the City and will add to the ad valorem tax rolls of the City and other local taxing entities, and the PEDC and City have approved a cash performance grant to APPLICANT that matches funds expended by APPLICANT not to exceed a grant of **Fifty-Three Thousand Four Hundred Seven Dollars and Fifty Cents ($53,407.50)** ("GRANT").

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

1. APPLICANT'S OBLIGATIONS

1.1. The GRANT PROGRAM, APPLICATION, and APPLICATION GRANT APPROVAL are incorporated herein by reference as if specifically set forth herein.

1.2. APPLICANT accepts such grant subject to PEDC and City approval.

1.3. APPLICANT recognizes that, pursuant to the terms and provisions of Texas law, this GRANT AGREEMENT will not be valid and binding on PEDC until it is approved by the City Council of the City of Palestine, Texas.

1.4. APPLICANT will secure completion of the improvements in compliance within its APPLICATION, the GRANT APPLICATION APPROVAL, and the GRANT PROGRAM before September 15, 2027.

1.5. APPLICANT will obtain all permits required by the CITY or otherwise required by other government authorities for the improvement project.

1.6. PEDC, by its designated representative, shall have the right to inspect during the construction of the improvements and, following APPLICANT'S notice of completion, to evaluate APPLICANT'S compliance with the APPLICATION, the GRANT APPLICATION APPROVAL, and the GRANT PROGRAM.

2. FUNDING

2.1. APPLICANT shall provide PEDC with written notification of project completion by certified mail, return receipt requested, stating that all improvements have been completed in accordance with the APPLICATION and GRANT APPLICATION APPROVAL and GRANT PROGRAM, and that full payments have been made for all labor and materials with attached payment receipts for materials and labor, required permits, inspection reports, and project photographs.

2.2. Upon PEDC'S receipt of APPLICANT'S notification of completion, an on-site inspection may be made by a representative or representatives of PEDC. Such inspection shall not be considered in any way as a reflection of PEDC'S approval on the quality, safety, or reliability of the improvements, such being the sole responsibility of APPLICANT.

2.3. Following on-site inspection, PEDC will review the findings and may request additional information if needed and then either notify the APPLICANT of compliance or identify items of non-compliance. APPLICANT shall correct the items of non-compliance within thirty (30) days of notice thereof or this GRANT AGREEMENT shall be immediately cancelled and the APPLICANT shall immediately refund of all grant monies received to date, if any.

2.4. Upon the PEDC board of directors making a finding of completion of the project, as per the terms of the APPLICATION, the GRANT APPLICATION APPROVAL and the GRANT AGREEMENT, payment of the total grant award will be made.

3. REPRESENTATION AND WARRANTIES

APPLICANT represents and warrants to PEDC that:

3.1. APPLICANT has the power and authority, corporate or otherwise, to conduct its business and to perform all of its obligations under this GRANT AGREEMENT.

3.2. APPLICANT'S execution, delivery, and performance of this GRANT AGREEMENT has been duly authorized by all necessary action, corporate or otherwise, and does not and will not

violate any provision of any existing law, rule, regulation, contract, or lien by which APPLICANT or its property or assets is bound or affected.

3.3. To the best of APPLICANT'S knowledge neither it, nor any division, branch, subsidiary, or related agency of the APPLICANT, is a party to any administrative or legal proceeding that is active or threatened against the APPLICANT or APPLICANT'S officers which may result in any material adverse change in APPLICANT'S business operations or assets which may be the subject of this GRANT AGREEMENT.

3.4. APPLICANT represents and warrants that they are not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Government Code.

3.5. Information, documentation, and other material in connection with the GRANT AGREEMENT may be subject to public disclosure pursuant to Chapter 552 of the Government Code **(the "Public Information Act")**. To the extent, if any, that any provision of the Agreement is in conflict with the Public Information Act, such provision shall be void and have no force or effect.

In accordance with Section 2252.907 of the Government Code, APPLICANT is required to make any information created or exchanged with the PEDC pursuant to the GRANT AGREEMENT, regardless of contrary provisions contained herein, and not otherwise excepted from disclosure under the Public Information Act, available in a format that is accessible by the public at no additional charge to the PEDC.

3.6. ***No Indemnification by the PEDC.*** APPLICANT and the PEDC expressly acknowledge that the PEDC'S authority to indemnify and hold harmless any third party is governed by Article XI, Section 7, of the Texas Constitution and any provision that purports to require indemnification by the PEDC is invalid. Nothing in this GRANT AGREEMENT requires that the PEDC incur debt, assess or collect funds, or create a sinking fund.

3.7. APPLICANT is aware of the limitations imposed on this GRANT and the use of funds by law and acknowledges that the funds herein granted shall be utilized solely for purposes authorized under law and by the terms of this GRANT AGREEMENT. In the event that an audit determines that the financial incentives granted under this GRANT AGREEMENT were not used for proper purposes, APPLICANT agrees to reimburse PEDC for the sums of money spent for purposes not authorized by law or this GRANT AGREEMENT, with interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever 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 City) as its prime or base commercial lending rate. The payment of interest shall be from the date that the money was spent for purposes not authorized by law or this GRANT AGREEMENT.

3.8. APPLICANT does not and will not knowingly employ an undocumented worker, as that term is defined by Tex. Gov't. Code Sec. 2264.001, directly or indirectly through a contractor or subcontractor. If, after receiving the funds herein granted, APPLICANT is convicted of a violation

under 8 U.S.C. § 1324a(t), APPLICANT shall repay the amount of the grant paid by PEDC to APPLICANT with interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever 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 City) as its prime or base commercial lending rate. The payment of interest shall be, no later than 120 days after the date that APPLICANT receives notification of such a violation.

3.9. APPLICANT shall fully comply with all local, state and federal laws applicable or otherwise implicated by APPLICANT'S receipt of funds under this GRANT PROGRAM, which includes but is not limited to APPLICANT'S compliance with Title VII, Civil Rights Act of 1964, as amended, the Texas Labor Code, the Drug Free Workplace Act of 1988, and the Americans with Disabilities Act, as well as APPLICANT'S refraining from discrimination of persons based on race, color, religion, sex (including pregnancy, childbirth, and related medical conditions; sexual orientation), national origin, disability, age, citizenship status, genetic information, political affiliation or participation in civil rights activities. Furthermore, while the City of Palestine fully supports the exercise of freedom of speech, the City of Palestine will not financially support or fund projects that incorporate or promote ideas of hate or which are intended to vilify, humiliate, or incite hatred against a group or a class of persons on the basis of race, religion, skin color, sexual identity, gender identity, ethnicity, disability or national origin.

3.10. APPLICANT will use all commercially reasonable efforts to continue operations in Palestine, Anderson County, Texas.

3.11. APPLICANT shall timely pay all ad valorem taxes due and owed by it to the CITY and all other taxing authorities having jurisdiction over the APPLICANT'S property. APPLICANT shall also timely pay any and all water and sewer bills owed to the CITY. In addition, APPLICANT shall timely pay all employment, income, franchise, and other taxes owed by it to all local, state, and federal government entities.

3.12. APPLICANT shall properly notify the Anderson County Appraisal District of all capital improvements, personal property, and equipment and shall list the City of Palestine as the taxable situs of all capital improvements, personal property, and equipment located on the property.

3.13. If APPLICANT'S operations, past or present, cause the CITY or PEDC to be fined by any governmental entity, this AGREEMENT shall terminate immediately and the PEDC will have no further obligations under this GRANT AGREEMENT and APPLICANT shall immediately repay the CITY or PEDC for such fines, penalties, and expenses within thirty (30) days.

3.14. If the business property, that being 310 E. Crawford St., Palestine, Texas 75801, is sold, conveyed, or utilized for a purpose not originally intended by the GRANT APPLICATION within two years of grant funding being awarded to APPLICANT, APPLICANT shall be required to reimburse the PEDC immediately for the full amount of the grant.

4. REMEDIES

4.1. Upon default, the non-defaulting party shall have the right to seek any remedy available in law or equity including, termination of this GRANT AGREEMENT, recovery of GRANT funds, and pre-judgment and post-judgment interest at the rate provided by law or as otherwise provided by this GRANT AGREEMENT (whichever is greater).

4.2 **Attorney's Fees.** Except as otherwise expressly provided herein, each party shall bear its own costs and attorney's fees in connection with this Agreement, including any dispute relating thereto.

5. MISCELLANEOUS PROVISIONS

5.1. All representations, warranties, covenants, and agreements, as well as rights and benefits for the parties to this GRANT AGREEMENT shall survive the payment of grant funds to APPLICANT.

5.2. This GRANT AGREEMENT may not be assigned by APPLICANT without the prior written consent of PEDC. No such assignment shall relieve APPLICANT of any of its obligations under this GRANT AGREEMENT.

5.3. The GRANT AGREEMENT may not be amended, modified, altered, or changed unless in writing, signed by both parties to this GRANT AGREEMENT and approved by the City of Palestine.

5.4. **APPLICANT SHALL INDEMNIFY AND HOLD THE PEDC, ITS EMPLOYEES, AND ITS AGENTS HARMLESS FOR ANY DAMAGES, BOTH PERSONAL AND PROPERTY, WHICH MAY RESULT DIRECTLY OR INDIRECTLY FROM ANY INCIDENT ASSOCIATED WITH PROJECT BOTH DURING AND AFTER CONSTRUCTION, AND THAT PEDC, ITS EMPLOYEES, AND ITS AGENTS SHALL NOT BE LIABLE FOR ANY DEBTS INCURRED IN ASSOCIATION WITH THE EXECUTION AND COMPLETION OF THE SUBJECT PROJECT OF THIS APPLICATION.**

PEDC, ITS EMPLOYEES, AND ITS AGENTS, DO NOT ATTEST TO THE QUALITY, SAFETY, OR CONSTRUCTION OF A PROJECT ELIGIBLE FOR, OR RECEIVING GRANT FUNDING. THEREFORE, PEDC, ITS EMPLOYEES AND AGENTS SHALL BE HELD HARMLESS BY THE APPLICANT FOR ANY PROJECT WHOSE APPLICATION HAS BEEN APPROVED OR HAS RECEIVED ACTUAL GRANT FUNDING.

5.5. **Severability.** In the event of any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporations, or circumstance, shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity, or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the

application, validity, or constitutionality of the remaining parts of this Agreement shall not be affected thereby.

5.6. This GRANT AGREEMENT shall be binding upon an inure to the benefit of the parties and their respective heirs, administrators, and assigns.

5.7. No failure or delay on the part of the PEDC in exercising any right, power, or exercise hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No notice to or demand on APPLICANT in any case shall entitle APPLICANT to any other or further notice or demand in similar or other circumstances.

5.8. All notices, consents, requests, demands, and other communication hereunder shall be in writing and shall be deemed to have been duly given to the party hereto if mailed by certified mail, prepaid, to the APPLICANT'S address shown above as first written.

5.9. Time is of the essence of this agreement.

5.10. Neither party will be liable for delays or failure in its performance hereunder to the extent that such delay or failure is caused by acts of God, war, terrorism, or threats of terrorism, natural disaster, strike, lockout, labor dispute, work stoppage, fire, third-party criminal act, quarantine restriction, epidemic, pandemic, act of government, or other events outside of the reasonable control of a party (a "Force Majeure Event"); provided that the delayed party took reasonable precaution to prevent the impact of the Force Majeure Event.

5.11. This GRANT AGREEMENT shall be deemed a contract made under the laws of the State of Texas and for all purposes shall be construed in accordance with the Laws of said State. The venue shall be in Anderson County, Texas.

5.12. The providing of this GRANT AGREEMENT by PEDC to APPLICANT by any means of delivery constitutes an offer by PEDC to APPLICANT to accept this GRANT AGREEMENT on the terms and conditions contained therein, subject to approval by the City of Palestine City Council. If APPLICANT has not accepted the offer by ninety (90) days from the date approved by the City Council of the City of Palestine, Texas, the offer will lapse, and the offer and this GRANT AGREEMENT shall become null and void.

6. TERM

6.1. This GRANT AGREEMENT shall be effective on the date of the last signature below. The GRANT AGREEMENT shall terminate one year from the date that the PEDC board of directors makes a finding of completion of the project pursuant to Section 2.5 of this GRANT AGREEMENT or earlier as otherwise terminated according to the provisions of this GRANT AGREEMENT.

AGREED and **SIGNED** to be effective as of the Effective Date.

For the Applicant(s):
Subi Gandhi

By _____ Date _____
Subi Gandhi, Property Owner

For the PEDC:
Palestine Economic Development Corporation

By_____ Date _____
Dan Bochsler, Board President

APPROVED:
City of Palestine, Texas

By _____ Date _____
Mitchell Jordan, Mayor

Agenda Date:	11/10/2026
To:	Palestine Economic Development Corporation
From:	Melissa Temple, EDC Administrative Assistant
Agenda Item:	Presentation Regarding Downtown Grant Application And Performance Agreement/ Buddin Business Investment, LLC.

SUMMARY:

Presentation regarding a Downtown Grant Application and Performance Agreement with Buddin Business Investment, LLC. for the property located at 109 West Spring Street.

RECOMMENDED ACTION:

No action required.

Attachments

Buddin Business Investments, LLC. Downtown Grant Application 109 W. Spring

Deed

Proof of Insurance

Quality Cool Air HVAC Bid

Dublin's Repair Service Bid

Calderon Electric Bid

Dan Gregory Flooring and Construction Bid

CN Contractors, LLC. Bid

Downtown Grant Performance Agreement Buddin Business Investment, LLC. 109 W Spring

APPLICATION TO PALESTINE ECONOMIC DEVELOPMENT CORPORATION
DOWNTOWN GRANT PROGRAM

1. Applicant/Applicants name(s): Buddin Business Investment LLC
2. Type of grant(s) being requested:
   ☑ Small Business Owner-Occupied
   ☐ Investor-Owned/Third-Party Leased
3. Is the property in the Palestine Main Street Overlay District? ☑ Yes ☐ No
   (Properties must be in the Main Street Overlay District to qualify for the PEDC Downtown Grant.)
4. Is the property in the Palestine Historic Overlay District? ☑ Yes ☐ No
5. What is the Zoning for the property? ☑ CBD ☐ MUN ☐ RC ☐ I
   ☐ HC ☐ MHP ☐ MR ☐ RE ☐ SR ☐ UR
6. Is the property in the National Register's Palestine New Town Commercial Historic District? ☐ Yes ☐ No
7. Is it a Contributing property? ☐ Yes ☐ No
8. Is the property individually listed on the National Register of Historic Places? ☐ Yes ☐ No
9. Is the property a designated Palestine Historical Landmark? ☐ Yes ☐ No
10. Does this project contribute to the Rehabilitation or Stabilization of a Vacant or Blighted Building?
    ☐ Yes ☑ No
11. Current occupancy type Commercial Occupancy type upon project completion Commercial
12. Please provide the total square footage of the property: _____ sq ft
13. Is this a mixed-use (commercial & residential) property?
    ☐ Yes ☑ No
14. If so, please provide a breakdown of the square footage of the property based on current use:

Commercial: _____sq ft

Residential: _____sq ft

15. No. of Stories: 2
16. Proposed scope of work (Check all that apply):

Façade/Exterior Walls: ☑ TOTAL/MAJOR RESTORATION or ☐ PARTIAL RESTORATION OR MAINTENANCE

Including: ☐ Slipcover Removal ☐ Door(s) ☐ Window(s) ☐ Brick/Mortar ☑ Awning
☐ Weatherproofing/Sealing ☐ Power Wash/Cleaning ☑ Trim Paint ☑ Wall Paint*
☐ Other_____

Critical Building Components: ☑ REPLACEMENT OR MAJOR REPAIR or ☐ MINOR REPAIR OR MAINTENANCE

Including: ☐ Foundation ☐ Exterior Wall System ☐ Roof
☐ Plumbing ☐ Gas System ☑ Electrical ☑ Air Conditioning/Heat

☐ Other_____

Other Building Components: ☐ NEW INSTALLATION or ☐ MAJOR REPAIR OR REPLACEMENT

Including: ☐ Awning/Canopy (no signage) ☐ Grease Trap ☐ Dumpster Enclosure

☐ Fire Protection/Suppression ☐ Elevator/Lift (for any use) ☐ Ramp/Stairs

☐ Other_____

TAS Accessibility Upgrades:

☐ Removal of Architectural Barriers to provide accessible routes throughout buildings and facilities by replacement or modification to items such as doors, doorways, gates, ramps, curb ramps, elevators, platform lifts, etc.

☐ Provision of Communication and Signage that conveys information or instructions that is accessible and usable by people with disabilities, especially those with visual or hearing impairments. Examples include fire alarm systems with specified visual and tonal signals, signs with Braille and raised letters, assistive listening systems, etc.

☐ Renovation of Facilities and Amenities to include elements and features that provide services or convenience to users or visitors with disabilities, especially those with mobility or dexterity impairments. Examples include kitchens, kitchenettes, sinks, toilet facilities, bathing facilities, washing machines, clothes dryers, drinking fountains, dining surfaces, work surfaces, storage, etc.

☐ Technology and Digital Accessibility Upgrades to elements and features of buildings and facilities that involve the use of electronic devices or systems to access information or services. Examples of technology and digital accessibility include fire alarm systems, telephones, assistive listening systems, automatic teller machines (ATMs), fare machines, two-way communication systems, etc.

☐ Other Modifications to the design, installation, and operation of elements and features to be accessible and usable by people with disabilities, especially those with specific or unique needs or preferences, such as a clear floor or ground space, reach ranges, operable parts, seats, etc. Examples include windows, amusement rides, exercise machines and equipment, miniature golf facilities, play areas, saunas and steam rooms, swimming pools, wading pools, and spas.

Business/Property Signage: ☐ NEW SIGN/SIGNAGE PACKAGE or ☐ RESTORATION OF A HISTORIC SIGN

17. Business name, if applicable Toledo Finance - Buddin Business Investment
18. Mailing address 3821 Juniper Trace, Suite 106 Austin, Tx 78738
19. Applicants contact Information.
    a. Phone 512-751-3140
    b. ~~Fax~~ office 512-263-2999
    c. Email adrienne@buddin.com
20. Physical address of property for which grant is being requested.
    109 W. Spring St. Palestine, Tx 75801

21. This business is a

☐ Sole proprietorship

☐ Partnership

☐ Corporation

☑ Other LLC

Please provide applicable business documentation such as DBA, Partnership Agreement, Corporate Charter, etc....

22. Please provide a brief description of business activity.

Consumer Finance

23. Is this property owned or leased by Applicant?

☑ Owned, please provide proof of ownership.

☐ Leased, please provide a copy of the lease agreement.

Name of Lessor _____

Address of Lessor _____

Lessor Contact: phone _____ email _____

24. Date business established in Palestine, TX, if applicable September 1, 1972

25. Number of employees, if applicable 2 Number of new employees, if applicable _____

26. Please provide a description of the proposed project: (please attached detailed costs estimates)

Upgrading existing HVAC & electrical for main 1st floor office area. Replacing exterior trim work and facade with like kind repairs around existing windows, awning, and doorway. Paint colors will remain the same and be matched to existing colors.

A. Please provide any additional information which would further help describe this project, including paint color and chips, photographs, rendering of design, specifications and other material to describe your project:

_____

_____

_____

27. Amount of grant funds requested _____
(Total possible funding per grant application is $75,000 maximum)
28. Total projected cost of project $ 47,553.93
29. Estimated start date of project 1/1/27
30. Estimated completion date of project 7/1/27
31. Please attach photos of existing conditions.
32. Please provide any additional information you believe to be important concerning this grant application.
33. I (we) the undersigned do hereby acknowledge, certify, and agree:

A. Prior to the submission of this application, a copy of the Palestine Economic Development Corporation Downtown Grant Program Guidelines has been obtained, reviewed, and clearly understood and is incorporated as part of the Application.

B. The submission of this Application does not create any property, contract or other legal rights in any person or entity that obligates the PEDC to provide grant funding.

C. Applicant certifies that it, the company, its branches, divisions and departments do not and will not knowingly employ an "undocumented worker" as that term is defined by the Program Guidelines. Applicant will repay the total amount of the grant amounts received with interest if the company is convicted of a violation under 8 U.S.C. Section 1324a. Repayment will be due no later than the 120th day after the date PEDC notifies the Applicant of the violation or as otherwise provided in the Grant Agreement.

D. Improvements will not commence prior to having received written approval for a grant from PEDC, execution of a Grant Agreement and approval of the City of Palestine City Council.

E. Applicant(s) do not currently have outstanding or otherwise delinquent financial obligations to PEDC or the City of Palestine such as liens, court fines, city utility bills, sales tax or property taxes. Further, applicant is not currently a party to a pending or active lawsuit against PEDC or the City of Palestine.

F. Applicant(s) must obtain all applicable permits related to the improvement project prior to commencement.

G. Applicant(s) certify that all attached estimates have been obtained from independent, qualified contractors, who are in no way affiliated or related to the applicant or competing bidder.

H. This Application and all statements therein are true and correct, and it is executed under penalties of perjury.

Signed this the 21 day of September, 2026

Applicant _____ Applicant _____

3

FILED FOR RECORD - ANDERSON COUNTY, TX
INST NO: 201508522 on Dec 03, 2015 at 11:28:00 AM

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

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SPECIAL WARRANTY DEED

STATE OF TEXAS §
§
COUNTY OF ANDERSON §

THAT PEGGY BUDDIN, a single woman of Shelby County, Texas, and JASON BUDDIN as Independent Executor of the Estate of Pat Buddin, Deceased, which Estate is pending as Case No. 2014-10283PC in the County Court of Shelby County, Texas, (hereinafter referred to as "Grantors"), for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS and other good and valuable consideration to Grantors paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, have GRANTED, TRANSFERRED, and CONVEYED, and by these presents do GRANT, TRANSFER, and CONVEY unto BUDDIN BUSINESS INVESTMENTS, L.L.C., a Texas limited liability company, which has its principal office at 3821 Juniper Trace, Suite 209, Austin, Texas 78738, all of Grantors' right, title and interest in that tract or parcel of real property situated in Anderson County, Texas, described in Exhibit "A" attached hereto and incorporated herein by this reference for all purposes.

This Deed was prepared without a review or examination of the title to the above described property and no opinions or representations are being made either expressly or implied by Allen ◆ Lottmann ◆ Kimmel, P.C.

This conveyance is expressly subject to all instruments of record affecting the property other than conveyances of the surface estate; all unrecorded easements and rights-of-way; all restrictions, covenants, conditions, oil and gas leases and mineral reservations or conveyances of every kind and character, if any, affecting the herein described property and premises appearing of record in the Official Public Records of Anderson County, Texas, and any obligations or restrictions imposed on the property by any governmental authority.

TO HAVE AND TO HOLD the said property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns, forever; and Grantors do hereby bind Grantors, Grantors' heirs, personal representatives, successors and assigns, to warrant and forever defend all and singular the property unto Grantee, its successors and assigns, against every person whosoever lawfully claiming or to claim the same, or any part thereof, by, through and under Grantors but not otherwise.

EXECUTED the 18th & 25th day of November, 2015.

Peggy Buddin
PEGGY BUDDIN

ESTATE OF PAT BUDDIN, DECEASED

By: Jason Buddin
Jason Buddin, Independent Executor

STATE OF TEXAS §
§
COUNTY OF SHELBY §

This instrument was acknowledged before me, the undersigned notary public, by PEGGY BUDDIN on the 25th day of November, 2015.

LINDSEY CAUDILL
Notary Public, State of Texas
My Commission Expires
November 24, 2018

H Caudill
Notary Public

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me, the undersigned notary public, by JASON BUDDIN, in his capacity stated above, on the 18th day of November, 2015.

LINDSEY CAUDILL
Notary Public, State of Texas
My Commission Expires
November 24, 2018

H Caudill
Notary Public

After Recording Return To:
Michael D. Allen
Allen-Lottmann-Kimmel, P.C.
3805 Old Bullard Road
Tyler, Texas 75701

VOL 2493 PG 0739

EXHIBIT "A"

BEING LOT 1, BLOCK 162, OF THE TEXAS LAND COMPANY ADDITION, TO THE CITY OF PALESTINE, ANDERSON, COUNTY, TEXAS (PREVIOUSLY KNOWN AS THE RAILROAD ADDITION), ACCORDING TO THE MAP OR PLAT THEREOF OF RECORD IN VOLUME P, PAGE 541, DEED RECORDS OF ANDERSON COUNTY, TEXAS, TO WHICH MAP OR PLAT AND THE RECORD THEREOF REFERENCE IS HERE MADE FOR ALL PURPOSES.

VOL 2493 PG 0740

FILED FOR RECORD on 12/03/2015 at 11:28 AM LA
Mark Staples, County Clerk, ANDERSON COUNTY, TX

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/19/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Watkins Insurance Group- Marble Falls PO Box 280 Marble Falls TX 78654	**CONTACT NAME:** Misty Hernandez **PHONE (A/C, No, Ext):** 830-693-4391 **FAX (A/C, No):** 830-693-2521 **E-MAIL ADDRESS:** mhernandez@watkinsinsurancegroup.com
INSURED TOLED-1 Toledo Finance, Co. 3821 Juniper Trace, #106 Austin TX 78738	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Texas Mutual Insurance Company 22945 **INSURER B :** Chubb Indemnity Insurance Company 12777 **INSURER C :** Federal Insurance Company 20281 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 408287982 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			D03618924	3/31/2026	3/31/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
C	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			73662394	3/31/2026	3/31/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			56735127	3/31/2026	3/31/2027	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			0001264240	3/31/2026	3/31/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Property Special, RC			D03618924	3/31/2026	3/31/2027	Bldg/BPP BI/EE Deductibles / WH	12,081,386 250,000 5,000 / 25,000 w/h

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

109 W. Spring St., Palestine, TX 75801

CERTIFICATE HOLDER

For Reference Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Patrick L. Watkins

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ESTIMATE	#20121
ESTIMATE DATE	Oct 12, 202
TOTAL	$10,000.0

Quality Cool Air, Inc

Chris Nichols
109 West Spring Street
Palestine, TX 75801

(903) 948-6761
nicholscm022489@gmail.com

CONTACT US

2214 W Reagan St
Palestine, TX 75801

(903) 723-2600
kayla@qualitycoolair.com

ESTIMATE

Copy of Option #1

See your financing options
Prequalify to find out how much you can borrow within minutes and pay as low as $131.60/mo*. Your credit score will not be affected.

Services	qty	unit price	amoun
Replacement gas system and converted to A2L	1.0	$10,000.00	$10,000.0
Rheem 3T 14.3 SEER2 R454B natural gas system, upflow installation kit, condenser saver kit, A2L conversion kit, insulated copper tubing lineset, digital thermostat, double wall exhaust adapter, all materials and labor for a complete installation and put back into operation. Warranty:5 year parts and 2 year labor.			

Services subtotal: $10,000.0

Subtotal	$10,000.0(
Tax (Texas 8.25%)	$0.0(
Total	**$10,000.**

DUBLIN'S REPAIR SERVICE

TACLB009945E
P.O. BOX 71 • TENNESSEE COLONY, TEXAS 75861
(903) 928-2427

NAME Toledo finance	DATE RECEIVED 9-16-24 [ ] A.M. [ ] P.M.
ADDRESS 109 W Spring MAIL	DATE PROMISED [ ] A.M. [ ] P.M.
CITY Palestine PHONE	MODEL NO
APPLIANCE ac [ ] PICK UP [ ] SERVICE [ ] WARRANTY [ ] DELIVER [ ] INSTALL [ ] ESTIMATE	SERIAL NO

REPAIRED IN	ESTIMATE	DELIVERY	
[ ] HOME [ ] SHOP		[ ] OURS [ ] PICK UP	[ ] C.O.D [ ] CHG

CUSTOMERS COMPLAINT Replace 5 ton gas system (Complete)

QTY.	PART NO.	DESCRIPTION	AMOUNT
1	RUUD	3T gas system	
1	Upflow	Furnace Stand	
1	Labor		
1	Vent	pipe Fittings	

MAJOR LABOR PERFORMED

TOTAL PARTS, MATERIAL	10,700 00
TAX	
LABOR	
PICK UP, DELIVERY OR SERVICE CALL	
TAX	
TOTAL (C.O.D.)	10,700 00

OWNER'S SIGNATURE INDICATES SATISFACTORY PERFORMANCE OF SET AT TIME OF DELIVERY OR COMPLETION OF REPAIRS IN HOME. ▶ SIGNATURE

TEXAS DEPARTMENT OF LICENSING & REGULATION • P.O. BOX 12157 • AUSTIN, TEXAS 78711
1-800-803-9202

CALDERÓN ELECTRIC TECL# 23998
NESTOR "CAL" CALDERÓN
3512 AN COUNTY ROAD 355
PALESTINE, TX 75801
(214) 301-1398

DATE: SEPT. 2, 2026

RE: 109 W. SPRING ST. (1ST FLOOR/INTERIOR ONLY)
ESTIMATED BID

DESCRIPTION: REMOVE EXISTING RECEPTACLES + COVER WITH BLANKS, REMOVE EXISTING PANEL, REPLACE EXISTING PANEL, INSTALL NEW CONDUIT (Exposed), INSTALL NEW WIRE INSTALL NEW BOXES, RECEPTACLES, SWITCHES, AND CONNECTORS, CONVERT EXISTING FLUORESCENT LIGHTS T LED. * NOT RESPONSIBLE FOR MOVING MACHINERY, EQUIPMEN SHELVING, OR FURNISHINGS.*

ESTIMATED MATERIALS COST	$ 4,719.99
ESTIMATED LABOR COST	$ 9,600.00
ESTIMATED RENTAL EQUIP. COST	Ø
ESTIMATED PERMITS COST	$ 200.00
OTHER:	Ø
* ESTIMATED TOTAL COST	$ 14,519.99

Dan Gregory Flooring and Construction

EST-1

From

Dan Gregory Flooring and Construction

Dan Gregory

dg004821@gmail.com · 9035707107

To

Adrienne Buddin/ Toledo Finance

109 w Spring St Palestine tx 75801

$23,033.94

Estimate Date

August 30, 2026

Item	Unit Cost	Quantity	Total
Boom Lift Rental Delivery of boom lift, 1 week rental, harnesess and safety precautions.	$1,850.00	1	$1,850.00
Door Install Remove and replace doors at top of stairs	$3,100.00	1	$3,100.00
Awning Refresh Tear out old facia and soffitt replace rotten wood re wrap w Hardi and smart sideing and repaint (color match) check leak status and repair as needed	$5,500.00	1	$5,500.00
Upper Windows Use boom to repair and refinish as well as install new trim around front windows repaint to match	$4,100.00	1	$4,100.00
Materials Materials to needed to perform scope of work... Mccoys, Lowes, Sherwin Williams	$7,129.00	1	$7,129.00

Payment Instructions

Notes

Subtotal	$21,679.00
Sales Tax (6.25%)	$1,354.94
Total	$23,033.94
Balance Due	**$23,033.94**

10/13/2026

CN Contractors LLC
(903)-948-6761
215 Richland Dr.
Palestine, Tx
75801

This estimate is in reference to ***Toledo Finance at 109 W. Spring St. in Palestine, TX***. Work to be completed within 1-2 weeks. All necessary permits and inspections will be handled directly through my company. Any necessary adjustments to the estimates below will be discussed prior to work being performed.

1. **Canopy Repair**- Remove original canopy façade lumber and replace with new. Canopy will remain with similar or original design. Finished paint color will be like existing. Seal then existing canopy roof.
    a. Materials: $1,745
    b. Labor: $3,200
2. **Exterior Window Trim**- Second story window trim (approximately 100 linear feet) to be matched, milled, repaired and replaced to match historical accuracy. Window trims will be caulked and painted with similar colors.
    a. Materials: $1,300
    b. Labor: $2,500
3. **Doorway Repair**- Door casing and double door at the top of the staircase will be demolished and replaced with a single exterior outswing door. Siding and framework will match existing.
    a. Materials: $1,800
    b. Labor: $4,000
4. **Equipment rentals, dump fees, and incidentals**
    a. $3,850
5. **Masonry Paint**- Repaint the areas of the building with green and red paint to match existing colors.
    a. Materials: $2,225
    b. Labor: $4,000

All materials and equipment rentals may be paid for directly by building owner. Any outstanding balances are due at time of completion of project. Estimate is good for 60 days from date of submission.

Total: $24,620.00

Signature: _____ **Signature (Owner):** _____

Date: _____ **Date:** _____

DOWNTOWN GRANT PERFORMANCE AGREEMENT

This Downtown Grant Performance Agreement ("GRANT AGREEMENT") is executed by and between the Palestine Economic Development Corporation, a Texas Section 4B Economic Development Corporation ("PEDC"), whose address is 100 Willow Creek Pkwy. Suite A, Palestine, Texas 75801, and Buddin Business Investment LLC, ("APPLICANT"), a Texas limited liability company whose current address is 3821 Juniper Trace, Suite 106, Austin, Texas 75738.

RECITALS

WHEREAS, the PEDC is an Economic Development Corporation, organized under the Texas Development Corporation Act of 1979, Article 5190.6, Section 4B of Vernon's Texas Civil Statutes, now Section 501 et seq. of the Texas Local Government Code (the Act), and authorized by the City of Palestine, Texas (City);

WHEREAS, the PEDC has adopted, and the City approved, a Downtown Grant Program ("GRANT PROGRAM");

WHEREAS, the APPLICANT submitted its Application dated September 21, 2026 for a Downtown Grant ("APPLICATION"); and

WHEREAS, the APPLICANT plans to make real property capital investments of **Forty-Six Thousand One Hundred Ninety-Eight Dollars and Ninety-Nine Cents ($46,198.99)** for the purpose of façade improvements, electrical upgrades, and HVAC upgrades at the owner-occupied business property of Toledo Finance, that being located at 109 W. Spring St, Palestine, TX 75801 ("PROJECT"). PEDC has found that the proposed improvements of APPLICANT'S property will encourage economic development in the City and will add to the ad valorem tax rolls of the City and other local taxing entities, and the PEDC and City have approved a cash performance grant to APPLICANT that matches funds expended by APPLICANT not to exceed a grant of **Thirty-Four Thousand Six Hundred Forty-Nine Dollars and Twenty-Four Cents ($34,649.24)** ("GRANT").

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

1. APPLICANT'S OBLIGATIONS

1.1. The GRANT PROGRAM, APPLICATION, and APPLICATION GRANT APPROVAL are incorporated herein by reference as if specifically set forth herein.

1.2. APPLICANT accepts such grant subject to PEDC and City approval.

1.3. APPLICANT recognizes that, pursuant to the terms and provisions of Texas law, this GRANT AGREEMENT will not be valid and binding on PEDC until it is approved by the City Council of the City of Palestine, Texas.

1.4. APPLICANT will secure completion of the improvements in compliance within its APPLICATION, the GRANT APPLICATION APPROVAL, and the GRANT PROGRAM before September 15, 2027.

1.5. APPLICANT will obtain all permits required by the CITY or otherwise required by other government authorities for the improvement project.

1.6. PEDC, by its designated representative, shall have the right to inspect during the construction of the improvements and, following APPLICANT'S notice of completion, to evaluate APPLICANT'S compliance with the APPLICATION, the GRANT APPLICATION APPROVAL, and the GRANT PROGRAM.

2. FUNDING

2.1. APPLICANT shall provide PEDC with written notification of project completion by certified mail, return receipt requested, stating that all improvements have been completed in accordance with the APPLICATION and GRANT APPLICATION APPROVAL and GRANT PROGRAM, and that full payments have been made for all labor and materials with attached payment receipts for materials and labor, required permits, inspection reports, and project photographs.

2.2. Upon PEDC'S receipt of APPLICANT'S notification of completion, an on-site inspection may be made by a representative or representatives of PEDC. Such inspection shall not be considered in any way as a reflection of PEDC'S approval on the quality, safety, or reliability of the improvements, such being the sole responsibility of APPLICANT.

2.3. Following on-site inspection, PEDC will review the findings and may request additional information if needed and then either notify the APPLICANT of compliance or identify items of non-compliance. APPLICANT shall correct the items of non-compliance within thirty (30) days of notice thereof or this GRANT AGREEMENT shall be immediately cancelled and the APPLICANT shall immediately refund of all grant monies received to date, if any.

2.4. Upon the PEDC board of directors making a finding of completion of the project, as per the terms of the APPLICATION, the GRANT APPLICATION APPROVAL and the GRANT AGREEMENT, payment of the total grant award will be made.

3. REPRESENTATION AND WARRANTIES

APPLICANT represents and warrants to PEDC that:

3.1. APPLICANT has the power and authority, corporate or otherwise, to conduct its business and to perform all of its obligations under this GRANT AGREEMENT.

3.2. APPLICANT'S execution, delivery, and performance of this GRANT AGREEMENT has been duly authorized by all necessary action, corporate or otherwise, and does not and will not violate any provision of any existing law, rule, regulation, contract, or lien by which APPLICANT or its property or assets is bound or affected.

3.3. To the best of APPLICANT'S knowledge neither it, nor any division, branch, subsidiary, or related agency of the APPLICANT, is a party to any administrative or legal proceeding that is active or threatened against the APPLICANT or APPLICANT'S officers which may result in any material adverse change in APPLICANT'S business operations or assets which may be the subject of this GRANT AGREEMENT.

3.4. APPLICANT represents and warrants that they are not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Government Code.

3.5. Information, documentation, and other material in connection with the GRANT AGREEMENT may be subject to public disclosure pursuant to Chapter 552 of the Government Code **(the "Public Information Act")**. To the extent, if any, that any provision of the Agreement is in conflict with the Public Information Act, such provision shall be void and have no force or effect.

In accordance with Section 2252.907 of the Government Code, APPLICANT is required to make any information created or exchanged with the PEDC pursuant to the GRANT AGREEMENT, regardless of contrary provisions contained herein, and not otherwise excepted from disclosure under the Public Information Act, available in a format that is accessible by the public at no additional charge to the PEDC.

3.6. ***No Indemnification by the PEDC.*** APPLICANT and the PEDC expressly acknowledge that the PEDC'S authority to indemnify and hold harmless any third party is governed by Article XI, Section 7, of the Texas Constitution and any provision that purports to require indemnification by the PEDC is invalid. Nothing in this GRANT AGREEMENT requires that the PEDC incur debt, assess or collect funds, or create a sinking fund.

3.7. APPLICANT is aware of the limitations imposed on this GRANT and the use of funds by law and acknowledges that the funds herein granted shall be utilized solely for purposes authorized under law and by the terms of this GRANT AGREEMENT. In the event that an audit determines that the financial incentives granted under this GRANT AGREEMENT were not used for proper purposes, APPLICANT agrees to reimburse PEDC for the sums of money spent for purposes not authorized by law or this GRANT AGREEMENT, with interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever 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 City) as its prime or base commercial lending rate. The payment of interest shall be from the date that the money was spent for purposes not authorized by law or this GRANT AGREEMENT.

3.8. APPLICANT does not and will not knowingly employ an undocumented worker, as that term is defined by Tex. Gov't. Code Sec. 2264.001, directly or indirectly through a contractor or subcontractor. If, after receiving the funds herein granted, APPLICANT is convicted of a violation under 8 U.S.C. § 1324a(t), APPLICANT shall repay the amount of the grant paid by PEDC to APPLICANT with interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever 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 City) as its prime or base commercial lending rate. The payment of interest shall be, no later than 120 days after the date that APPLICANT receives notification of such a violation.

3.9. APPLICANT shall fully comply with all local, state and federal laws applicable or otherwise implicated by APPLICANT'S receipt of funds under this GRANT PROGRAM, which includes but is not limited to APPLICANT'S compliance with Title VII, Civil Rights Act of 1964, as amended, the Texas Labor Code, the Drug Free Workplace Act of 1988, and the Americans with Disabilities Act, as well as APPLICANT'S refraining from discrimination of persons based on race, color, religion, sex (including pregnancy, childbirth, and related medical conditions; sexual orientation), national origin, disability, age, citizenship status, genetic information, political affiliation or participation in civil rights activities. Furthermore, while the City of Palestine fully supports the exercise of freedom of speech, the City of Palestine will not financially support or fund projects that incorporate or promote ideas of hate or which are intended to vilify, humiliate, or incite hatred against a group or a class of persons on the basis of race, religion, skin color, sexual identity, gender identity, ethnicity, disability or national origin.

3.10. APPLICANT will use all commercially reasonable efforts to continue operations in Palestine, Anderson County, Texas.

3.11. APPLICANT shall timely pay all ad valorem taxes due and owed by it to the CITY and all other taxing authorities having jurisdiction over the APPLICANT'S property. APPLICANT shall also timely pay any and all water and sewer bills owed to the CITY. In addition, APPLICANT shall timely pay all employment, income, franchise, and other taxes owed by it to all local, state, and federal government entities.

3.12. APPLICANT shall properly notify the Anderson County Appraisal District of all capital improvements, personal property, and equipment and shall list the City of Palestine as the taxable situs of all capital improvements, personal property, and equipment located on the property.

3.13. If APPLICANT'S operations, past or present, cause the CITY or PEDC to be fined by any governmental entity, this AGREEMENT shall terminate immediately and the PEDC will have no further obligations under this GRANT AGREEMENT and APPLICANT shall immediately repay the CITY or PEDC for such fines, penalties, and expenses within thirty (30) days.

3.14. If the business property, that being 109 W. Spring St., Palestine, Texas 75801, is sold, conveyed, or utilized for a purpose not originally intended by the GRANT APPLICATION

within two years of grant funding being awarded to APPLICANT, APPLICANT shall be required to reimburse the PEDC immediately for the full amount of the grant.

4. REMEDIES

4.1. Upon default, the non-defaulting party shall have the right to seek any remedy available in law or equity including, termination of this GRANT AGREEMENT, recovery of GRANT funds, and pre-judgment and post-judgment interest at the rate provided by law or as otherwise provided by this GRANT AGREEMENT (whichever is greater).

4.2 **Attorney's Fees.** Except as otherwise expressly provided herein, each party shall bear its own costs and attorney's fees in connection with this Agreement, including any dispute relating thereto.

5. MISCELLANEOUS PROVISIONS

5.1. All representations, warranties, covenants, and agreements, as well as rights and benefits for the parties to this GRANT AGREEMENT shall survive the payment of grant funds to APPLICANT.

5.2. This GRANT AGREEMENT may not be assigned by APPLICANT without the prior written consent of PEDC. No such assignment shall relieve APPLICANT of any of its obligations under this GRANT AGREEMENT.

5.3. The GRANT AGREEMENT may not be amended, modified, altered, or changed unless in writing, signed by both parties to this GRANT AGREEMENT and approved by the City of Palestine.

5.4. **APPLICANT SHALL INDEMNIFY AND HOLD THE PEDC, ITS EMPLOYEES, AND ITS AGENTS HARMLESS FOR ANY DAMAGES, BOTH PERSONAL AND PROPERTY, WHICH MAY RESULT DIRECTLY OR INDIRECTLY FROM ANY INCIDENT ASSOCIATED WITH PROJECT BOTH DURING AND AFTER CONSTRUCTION, AND THAT PEDC, ITS EMPLOYEES, AND ITS AGENTS SHALL NOT BE LIABLE FOR ANY DEBTS INCURRED IN ASSOCIATION WITH THE EXECUTION AND COMPLETION OF THE SUBJECT PROJECT OF THIS APPLICATION.**

PEDC, ITS EMPLOYEES, AND ITS AGENTS, DO NOT ATTEST TO THE QUALITY, SAFETY, OR CONSTRUCTION OF A PROJECT ELIGIBLE FOR, OR RECEIVING GRANT FUNDING. THEREFORE, PEDC, ITS EMPLOYEES AND AGENTS SHALL BE HELD HARMLESS BY THE APPLICANT FOR ANY PROJECT WHOSE APPLICATION HAS BEEN APPROVED OR HAS RECEIVED ACTUAL GRANT FUNDING.

5.5. **Severability.** In the event of any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporations, or circumstance, shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity, or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the application, validity, or constitutionality of the remaining parts of this Agreement shall not be affected thereby.

5.6. This GRANT AGREEMENT shall be binding upon an inure to the benefit of the parties and their respective heirs, administrators, and assigns.

5.7. No failure or delay on the part of the PEDC in exercising any right, power, or exercise hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No notice to or demand on APPLICANT in any case shall entitle APPLICANT to any other or further notice or demand in similar or other circumstances.

5.8. All notices, consents, requests, demands, and other communication hereunder shall be in writing and shall be deemed to have been duly given to the party hereto if mailed by certified mail, prepaid, to the APPLICANT'S address shown above as first written.

5.9. Time is of the essence of this agreement.

5.10. Neither party will be liable for delays or failure in its performance hereunder to the extent that such delay or failure is caused by acts of God, war, terrorism, or threats of terrorism, natural disaster, strike, lockout, labor dispute, work stoppage, fire, third-party criminal act, quarantine restriction, epidemic, pandemic, act of government, or other events outside of the reasonable control of a party (a "Force Majeure Event"); provided that the delayed party took reasonable precaution to prevent the impact of the Force Majeure Event.

5.11. This GRANT AGREEMENT shall be deemed a contract made under the laws of the State of Texas and for all purposes shall be construed in accordance with the Laws of said State. The venue shall be in Anderson County, Texas.

5.12. The providing of this GRANT AGREEMENT by PEDC to APPLICANT by any means of delivery constitutes an offer by PEDC to APPLICANT to accept this GRANT AGREEMENT on the terms and conditions contained therein, subject to approval by the City of Palestine City Council. If APPLICANT has not accepted the offer by ninety (90) days from the date approved by the City Council of the City of Palestine, Texas, the offer will lapse, and the offer and this GRANT AGREEMENT shall become null and void.

6. TERM

6.1. This GRANT AGREEMENT shall be effective on the date of the last signature below. The GRANT AGREEMENT shall terminate one year from the date that the PEDC board of directors

makes a finding of completion of the project pursuant to Section 2.5 of this GRANT AGREEMENT or earlier as otherwise terminated according to the provisions of this GRANT AGREEMENT.

AGREED and **SIGNED** to be effective as of the Effective Date.

For the Applicant(s):
Buddin Business Investment, LLC

By _____ Date _____
Adrienne Buddin, Managing Member

For the PEDC:
Palestine Economic Development Corporation

By_____ Date _____
Dan Bochsler, Board President

APPROVED:
City of Palestine, Texas

By _____ Date _____
Mitchell Jordan, Mayor

Agenda Date:	11/10/2026
To:	Palestine Economic Development Corporation
From:	Melissa Temple, EDC Administrative Assistant
Agenda Item:	Presentation Regarding Downtown Grant Application And Performance Agreement/ Buddin Business Investment, LLC.

SUMMARY:

Presentation regarding a Downtown Grant Application and Performance Agreement with Buddin Business Investment, LLC. for the property located at 110 West Main Street.

RECOMMENDED ACTION:

No action required.

Attachments

Buddin Business Investment, LLC. Downtown Grant Application

Deed

Proof of Insurance

Quality Cool Air HVAC Bid

Dublin's Repair Service Bid

Calderon Electric Bid

Jarger Electrical Bid

Downtown Grant Performance Agreement Buddin Business Investment, LLC. 110 W Main

APPLICATION TO PALESTINE ECONOMIC DEVELOPMENT CORPORATION

DOWNTOWN GRANT PROGRAM

1. Applicant/Applicants name(s): Buddin Business Investment, LLC
2. Type of grant(s) being requested:
   - ☐ Small Business Owner-Occupied
   - ☑ Investor-Owned/Third-Party Leased
3. Is the property in the Palestine Main Street Overlay District? ☑ Yes ☐ No
   (Properties must be in the Main Street Overlay District to qualify for the PEDC Downtown Grant.)
4. Is the property in the Palestine Historic Overlay District? ☑ Yes ☐ No
5. What is the Zoning for the property? ☑ CBD ☐ MUN ☐ RC ☐ I
   ☐ HC ☐ MHP ☐ MR ☐ RE ☐ SR ☐ UR
6. Is the property in the National Register's Palestine New Town Commercial Historic District? ☐ Yes ☐ No
7. Is it a Contributing property? ☐ Yes ☐ No
8. Is the property individually listed on the National Register of Historic Places? ☐ Yes ☐ No
9. Is the property a designated Palestine Historical Landmark? ☐ Yes ☐ No
10. Does this project contribute to the Rehabilitation or Stabilization of a Vacant or Blighted Building?
    ☐ Yes ☑ No
11. Current occupancy type Commercial Occupancy type upon project completion Commercial
12. Please provide the total square footage of the property: _____ sq ft
13. Is this a mixed-use (commercial & residential) property?
    ☐ Yes ☐ No
14. If so, please provide a breakdown of the square footage of the property based on current use:

Commercial: _____sq ft

Residential: _____sq ft

15. No. of Stories: 1
16. Proposed scope of work (Check all that apply):

Façade/Exterior Walls: ☐ TOTAL/MAJOR RESTORATION or ☐ PARTIAL RESTORATION OR MAINTENANCE

Including: ☐ Slipcover Removal ☐ Door(s) ☐ Window(s) ☐ Brick/Mortar ☐ Awning
☐ Weatherproofing/Sealing ☐ Power Wash/Cleaning ☐ Trim Paint ☐ Wall Paint*
☐ Other_____

Critical Building Components: ☑ REPLACEMENT OR MAJOR REPAIR or ☐ MINOR REPAIR OR MAINTENANCE

Including: ☐ Foundation ☐ Exterior Wall System ☐ Roof
☐ Plumbing ☐ Gas System ☑ Electrical ☑ Air Conditioning/Heat

☐ Other_____

Other Building Components: ☐ NEW INSTALLATION or ☐ MAJOR REPAIR OR REPLACEMENT

Including: ☐ Awning/Canopy (no signage) ☐ Grease Trap ☐ Dumpster Enclosure

☐ Fire Protection/Suppression ☐ Elevator/Lift (for any use) ☐ Ramp/Stairs

☐ Other_____

TAS Accessibility Upgrades:

☐ Removal of Architectural Barriers to provide accessible routes throughout buildings and facilities by replacement or modification to items such as doors, doorways, gates, ramps, curb ramps, elevators, platform lifts, etc.

☐ Provision of Communication and Signage that conveys information or instructions that is accessible and usable by people with disabilities, especially those with visual or hearing impairments. Examples include fire alarm systems with specified visual and tonal signals, signs with Braille and raised letters, assistive listening systems, etc.

☐ Renovation of Facilities and Amenities to include elements and features that provide services or convenience to users or visitors with disabilities, especially those with mobility or dexterity impairments. Examples include kitchens, kitchenettes, sinks, toilet facilities, bathing facilities, washing machines, clothes dryers, drinking fountains, dining surfaces, work surfaces, storage, etc.

☐ Technology and Digital Accessibility Upgrades to elements and features of buildings and facilities that involve the use of electronic devices or systems to access information or services. Examples of technology and digital accessibility include fire alarm systems, telephones, assistive listening systems, automatic teller machines (ATMs), fare machines, two-way communication systems, etc.

☐ Other Modifications to the design, installation, and operation of elements and features to be accessible and usable by people with disabilities, especially those with specific or unique needs or preferences, such as a clear floor or ground space, reach ranges, operable parts, seats, etc. Examples include windows, amusement rides, exercise machines and equipment, miniature golf facilities, play areas, saunas and steam rooms, swimming pools, wading pools, and spas.

Business/Property Signage: ☐ NEW SIGN/SIGNAGE PACKAGE or ☐ RESTORATION OF A HISTORIC SIGN

17. Business name, if applicable Buddin Business Investment LLC
18. Mailing address 3821 Juniper Trace, Suite 106 Austin, Tx 78738
19. Applicants contact Information.
    a. Phone 512-751-3140
    b. ~~Fax~~ Office 512-263-2999
    c. Email adrienne@buddin.com
20. Physical address of property for which grant is being requested.
    110 W. Main St. Palestine, TX 75801

21. This business is a

☐ Sole proprietorship

☐ Partnership

☐ Corporation

☐ Other LLC

Please provide applicable business documentation such as DBA, Partnership Agreement, Corporate Charter, etc....

22. Please provide a brief description of business activity.

City Shoe Shop

23. Is this property owned or leased by Applicant?

☑ Owned, please provide proof of ownership.

☐ Leased, please provide a copy of the lease agreement.

Name of Lessor _____

Address of Lessor _____

Lessor Contact: phone _____ email _____

24. Date business established in Palestine, TX, if applicable _____

25. Number of employees, if applicable _____ Number of new employees, if applicable _____

26. Please provide a description of the proposed project: (please attached detailed costs estimates)

Replace and upgrade, Hvac and electrical components completly for commercial space.

A. Please provide any additional information which would further help describe this project, including paint color and chips, photographs, rendering of design, specifications and other material to describe your project

27. Amount of grant funds requested _____
(Total possible funding per grant application is $75,000 maximum)
28. Total projected cost of project $ 25,879.41
29. Estimated start date of project 1/1/27
30. Estimated completion date of project 7/1/27
31. Please attach photos of existing conditions.
32. Please provide any additional information you believe to be important concerning this grant application.
33. I (we) the undersigned do hereby acknowledge, certify, and agree:

A. Prior to the submission of this application, a copy of the Palestine Economic Development Corporation Downtown Grant Program Guidelines has been obtained, reviewed, and clearly understood and is incorporated as part of the Application.

B. The submission of this Application does not create any property, contract or other legal rights in any person or entity that obligates the PEDC to provide grant funding.

C. Applicant certifies that it, the company, its branches, divisions and departments do not and will not knowingly employ an "undocumented worker" as that term is defined by the Program Guidelines. Applicant will repay the total amount of the grant amounts received with interest if the company is convicted of a violation under 8 U.S.C. Section 1324a. Repayment will be due no later than the 120th day after the date PEDC notifies the Applicant of the violation or as otherwise provided in the Grant Agreement.

D. Improvements will not commence prior to having received written approval for a grant from PEDC, execution of a Grant Agreement and approval of the City of Palestine City Council.

E. Applicant(s) do not currently have outstanding or otherwise delinquent financial obligations to PEDC or the City of Palestine such as liens, court fines, city utility bills, sales tax or property taxes. Further, applicant is not currently a party to a pending or active lawsuit against PEDC or the City of Palestine.

F. Applicant(s) must obtain all applicable permits related to the improvement project prior to commencement.

G. Applicant(s) certify that all attached estimates have been obtained from independent, qualified contractors, who are in no way affiliated or related to the applicant or competing bidder.

H. This Application and all statements therein are true and correct, and it is executed under penalties of perjury.

Signed this the 21 day of September, 2026

Applicant Adrienne Biddle Applicant

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FILED FOR RECORD - ANDERSON COUNTY, TX
INST NO: 201508522 on Dec 03, 2015 at 11:28:00 AM

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

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SPECIAL WARRANTY DEED

STATE OF TEXAS §
§
COUNTY OF ANDERSON §

THAT PEGGY BUDDIN, a single woman of Shelby County, Texas, and JASON BUDDIN as Independent Executor of the Estate of Pat Buddin, Deceased, which Estate is pending as Case No. 2014-10283PC in the County Court of Shelby County, Texas, (hereinafter referred to as "Grantors"), for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS and other good and valuable consideration to Grantors paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, have GRANTED, TRANSFERRED, and CONVEYED, and by these presents do GRANT, TRANSFER, and CONVEY unto BUDDIN BUSINESS INVESTMENTS, L.L.C., a Texas limited liability company, which has its principal office at 3821 Juniper Trace, Suite 209, Austin, Texas 78738, all of Grantors' right, title and interest in that tract or parcel of real property situated in Anderson County, Texas, described in Exhibit "A" attached hereto and incorporated herein by this reference for all purposes.

This Deed was prepared without a review or examination of the title to the above described property and no opinions or representations are being made either expressly or implied by Allen ◆ Lottmann ◆ Kimmel, P.C.

This conveyance is expressly subject to all instruments of record affecting the property other than conveyances of the surface estate; all unrecorded easements and rights-of-way; all restrictions, covenants, conditions, oil and gas leases and mineral reservations or conveyances of every kind and character, if any, affecting the herein described property and premises appearing of record in the Official Public Records of Anderson County, Texas, and any obligations or restrictions imposed on the property by any governmental authority.

TO HAVE AND TO HOLD the said property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns, forever; and Grantors do hereby bind Grantors, Grantors' heirs, personal representatives, successors and assigns, to warrant and forever defend all and singular the property unto Grantee, its successors and assigns, against every person whosoever lawfully claiming or to claim the same, or any part thereof, by, through and under Grantors but not otherwise.

EXECUTED the 18th & 25th day of November, 2015.

Peggy Buddin
PEGGY BUDDIN

ESTATE OF PAT BUDDIN, DECEASED

By: Jason Buddin
Jason Buddin, Independent Executor

STATE OF TEXAS §
§
COUNTY OF SHELBY §

This instrument was acknowledged before me, the undersigned notary public, by PEGGY BUDDIN on the 25th day of November, 2015.

LINDSEY CAUDILL
Notary Public, State of Texas
My Commission Expires
November 24, 2018

H Caudill
Notary Public

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me, the undersigned notary public, by JASON BUDDIN, in his capacity stated above, on the 18th day of November, 2015.

LINDSEY CAUDILL
Notary Public, State of Texas
My Commission Expires
November 24, 2018

H Caudill
Notary Public

After Recording Return To:
Michael D. Allen
Allen-Lottmann-Kimmel, P.C.
3805 Old Bullard Road
Tyler, Texas 75701

VOL 2493 PG 0739

EXHIBIT "A"

BEING LOT 1, BLOCK 162, OF THE TEXAS LAND COMPANY ADDITION, TO THE CITY OF PALESTINE, ANDERSON, COUNTY, TEXAS (PREVIOUSLY KNOWN AS THE RAILROAD ADDITION), ACCORDING TO THE MAP OR PLAT THEREOF OF RECORD IN VOLUME P, PAGE 541, DEED RECORDS OF ANDERSON COUNTY, TEXAS, TO WHICH MAP OR PLAT AND THE RECORD THEREOF REFERENCE IS HERE MADE FOR ALL PURPOSES.

VOL 2493 PG 0740

FILED FOR RECORD on 12/03/2015 at 11:28 AM LA
Mark Staples, County Clerk, ANDERSON COUNTY, TX

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/19/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Watkins Insurance Group- Marble Falls PO Box 280 Marble Falls TX 78654	**CONTACT NAME:** Misty Hernandez **PHONE (A/C, No, Ext):** 830-693-4391 **FAX (A/C, No):** 830-693-2521 **E-MAIL ADDRESS:** mhernandez@watkinsinsurancegroup.com
INSURED TOLED-1 Toledo Finance, Co. 3821 Juniper Trace, #106 Austin TX 78738	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Texas Mutual Insurance Company 22945 **INSURER B :** Chubb Indemnity Insurance Company 12777 **INSURER C :** Federal Insurance Company 20281 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 408287982 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			D03618924	3/31/2026	3/31/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
C	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			73662394	3/31/2026	3/31/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			56735127	3/31/2026	3/31/2027	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			0001264240	3/31/2026	3/31/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Property Special, RC			D03618924	3/31/2026	3/31/2027	Bldg/BPP BI/EE Deductibles / WH	12,081,386 250,000 5,000 / 25,000 w/h

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

109 W. Spring St., Palestine, TX 75801

CERTIFICATE HOLDER

For Reference Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Patrick L. Watkins

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ESTIMATE	#201165
ESTIMATE DATE	Aug 6, 2026
TOTAL	$10,000.00

Quality Cool Air, Inc

Chris Nichols
109 West Spring Street
Palestine, TX 75801

(903) 948-6761
nicholscm022489@gmail.com

CONTACT US

2214 W Reagan St
Palestine, TX 75801

(903) 723-2600
kayla@qualitycoolair.com

ESTIMATE

Option #1

Services	qty	unit price	amount
City Shoe Shop Project: Add ductless mini split system to building	1.0	$10,000.00	$10,000.00
Durastar 36k btu 19.5 SEER2 R454B 230V ductless mini split Heat Pump system, Pro-press fittings, insulated copper tubing, exterior metal wall cover, mini split installation kit, condenser saver kit, all materials and labor for a complete installation and put into operation. Warranty:10 year parts and 2 year labor.			

Services subtotal: $10,000.00

Subtotal	$10,000.00
Tax (Texas 8.25%)	$0.00
Total	**$10,000.0**

DUBLIN'S REPAIR SERVICE

TACLB009945E
P.O. BOX 71 • TENNESSEE COLONY, TEXAS 75861
(903) 928-2427

NAME City Shoe Shop			DATE RECEIVED 9-16-26 [ ] A.M. [ ] P.M.
ADDRESS MAIL			DATE PROMISED [ ] A.M. [ ] P.M.
CITY Palestine	PHONE		MODEL NO
APPLIANCE	[ ] PICK UP [ ] SERVICE [ ] WARRANTY [ ] DELIVER [ ] INSTALL [ ] ESTIMATE		SERIAL NO
REPAIRED IN [ ] HOME [ ] SHOP	ESTIMATE	DELIVERY [ ] OURS [ ] PICK UP	[ ] COD [ ] CHG
CUSTOMERS COMPLAINT Adding 3 Ton Mini Split (Daikin)			

QTY.	PART NO.	DESCRIPTION	AMOUNT
1	Daikin	36K 19 SR 230V R454B	
1	5/8" & 3/8"	Copper Tubing	
1	Pad,	whip, Disconnect.	
1	Labor		

MAJOR LABOR PERFORMED

TOTAL PARTS, MATERIAL	2000 00
TAX	
LABOR	
PICK UP, DELIVERY OR SERVICE CALL	
TAX	
TOTAL (C.O.D.)	2,000 00

OWNER'S SIGNATURE INDICATES SATISFACTORY PERFORMANCE OF SET AT TIME OF DELIVERY OR COMPLETION OF REPAIRS IN HOME.

SIGNATURE

TEXAS DEPARTMENT OF LICENSING & REGULATION • P.O. BOX 12157 • AUSTIN, TEXAS 78711
1-800-803-9202

CALDERÓN ELECTRIC TECL# 23998
NESTOR "CAL" CALDERÓN
3512 AN COUNTY ROAD 355
PALESTINE, TX 75801
(214) 301-1398

DATE: SEPT. 2, 2026

RE: 110 N. MAIN (SHOESHOP) ESTIMATED BID.

DESCRIPTION: REMOVE EXISTING RECEPTACLES, COVER OLD BOXES WITH BLANKS, REMOVE EXISTING PANEL, REPLACE WIT NEW PANEL, INSTALL NEW CONDUIT (EXPOSED), INSTALL NE WIRE, INSTALL NEW BOXES, RECEPTACLES, SWITCHES, AN CONNECTORS, CONVERT EXISTING FLUORESCENT LIGHTS TO L
NOT RESPONSIBLE FOR MOVING MACHINERY, EQUIPMENT, SHELVING, OR FURNISHINGS.

ESTIMATED MATERIALS COST	$ 6,079.41
ESTIMATED LABOR COST	$ 9,600.00
ESTIMATED RENTAL EQUIP. COST	Ø
ESTIMATED PERMITS COST	$ 200.00
OTHER:	Ø
* ESTIMATED TOTAL COST	$ 15,879.41

Jerger Electric Lic # 28725
3815 Timms Street, #112
Tyler, TX 75701
jergerelectric@gmail.com

Estimate 1944

DATE	TOTAL
10/22/2026	$18,485.00

SALES REP
James Slaughter

DATE	ACTIVITY	DESCRIPTION	RATE	AMOUNT
10/22/2026	**Subcontract Work**	Shoe Shop - 110 N. Main Palestine, Tx - Remove Existing Receptacles , Cover Old Boxes with Blanks - Remove Existing Panel, Replace with New Panel - Install New Conduit (exposed) - Install New Wire - Install New Boxes, Receptacles, Switches, and Connectors - Convert Existing, Fluorescent Lights to LED NOTE: Not Responsible for moving Machinery, Equipment, Shelving or Furnishings Estimated Labor: $9,600.00 Estimated Material Cost: $8,685.00 Estimated Permit Costs: $200.00	18,485.00	18,485.00

SUBTOTAL	18,485.00
TAX	0.00
TOTAL	$18,485.00

THANK YOU.

Accepted By

Accepted Date

DOWNTOWN GRANT PERFORMANCE AGREEMENT

This Downtown Grant Performance Agreement ("GRANT AGREEMENT") is executed by and between the Palestine Economic Development Corporation, a Texas Section 4B Economic Development Corporation ("PEDC"), whose address is 100 Willow Creek Pkwy. Suite A, Palestine, Texas 75801, and Buddin Business Investment LLC, ("APPLICANT"), a Texas limited liability company whose current address is 3821 Juniper Trace, Suite 106, Austin, Texas 75738.

RECITALS

WHEREAS, the PEDC is an Economic Development Corporation, organized under the Texas Development Corporation Act of 1979, Article 5190.6, Section 4B of Vernon's Texas Civil Statutes, now Section 501 et seq. of the Texas Local Government Code (the Act), and authorized by the City of Palestine, Texas (City);

WHEREAS, the PEDC has adopted, and the City approved, a Downtown Grant Program ("GRANT PROGRAM");

WHEREAS, the APPLICANT submitted its Application dated September 21, 2026 for a Downtown Grant ("APPLICATION"); and

WHEREAS, the APPLICANT plans to make real property capital investments of **Twenty-Five Thousand Eight Hundred Seventy-Nine Dollars and Forty-One Cents ($25,879.41)** for the purpose of replacement and upgrading HVAC and electrical systems at the third-party leased business property of City Shoe Shop, that being located at 110 W Main St, Palestine, TX 75801 ("PROJECT"). PEDC has found that the proposed improvements of APPLICANT'S property will encourage economic development in the City and will add to the ad valorem tax rolls of the City and other local taxing entities, and the PEDC and City have approved a cash performance grant to APPLICANT that matches funds expended by APPLICANT not to exceed a grant of **Twelve Thousand Nine Hundred Thirty-Nine Dollars and Seventy-One Cents ($12,939.71)** ("GRANT").

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

1. APPLICANT'S OBLIGATIONS

1.1. The GRANT PROGRAM, APPLICATION, and APPLICATION GRANT APPROVAL are incorporated herein by reference as if specifically set forth herein.

1.2. APPLICANT accepts such grant subject to PEDC and City approval.

1.3. APPLICANT recognizes that, pursuant to the terms and provisions of Texas law, this GRANT AGREEMENT will not be valid and binding on PEDC until it is approved by the City Council of the City of Palestine, Texas.

1.4. APPLICANT will secure completion of the improvements in compliance within its APPLICATION, the GRANT APPLICATION APPROVAL, and the GRANT PROGRAM before September 15, 2027.

1.5. APPLICANT will obtain all permits required by the CITY or otherwise required by other government authorities for the improvement project.

1.6. PEDC, by its designated representative, shall have the right to inspect during the construction of the improvements and, following APPLICANT'S notice of completion, to evaluate APPLICANT'S compliance with the APPLICATION, the GRANT APPLICATION APPROVAL, and the GRANT PROGRAM.

2. FUNDING

2.1. APPLICANT shall provide PEDC with written notification of project completion by certified mail, return receipt requested, stating that all improvements have been completed in accordance with the APPLICATION and GRANT APPLICATION APPROVAL and GRANT PROGRAM, and that full payments have been made for all labor and materials with attached payment receipts for materials and labor, required permits, inspection reports, and project photographs.

2.2. Upon PEDC'S receipt of APPLICANT'S notification of completion, an on-site inspection may be made by a representative or representatives of PEDC. Such inspection shall not be considered in any way as a reflection of PEDC'S approval on the quality, safety, or reliability of the improvements, such being the sole responsibility of APPLICANT.

2.3. Following on-site inspection, PEDC will review the findings and may request additional information if needed and then either notify the APPLICANT of compliance or identify items of non-compliance. APPLICANT shall correct the items of non-compliance within thirty (30) days of notice thereof or this GRANT AGREEMENT shall be immediately cancelled and the APPLICANT shall immediately refund of all grant monies received to date, if any.

2.4. Upon the PEDC board of directors making a finding of completion of the project, as per the terms of the APPLICATION, the GRANT APPLICATION APPROVAL and the GRANT AGREEMENT, payment of the total grant award will be made.

3. REPRESENTATION AND WARRANTIES

APPLICANT represents and warrants to PEDC that:

3.1. APPLICANT has the power and authority, corporate or otherwise, to conduct its business and to perform all of its obligations under this GRANT AGREEMENT.

3.2. APPLICANT'S execution, delivery, and performance of this GRANT AGREEMENT has been duly authorized by all necessary action, corporate or otherwise, and does not and will not violate any provision of any existing law, rule, regulation, contract, or lien by which APPLICANT or its property or assets is bound or affected.

3.3. To the best of APPLICANT'S knowledge neither it, nor any division, branch, subsidiary, or related agency of the APPLICANT, is a party to any administrative or legal proceeding that is active or threatened against the APPLICANT or APPLICANT'S officers which may result in any material adverse change in APPLICANT'S business operations or assets which may be the subject of this GRANT AGREEMENT.

3.4. APPLICANT represents and warrants that they are not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Government Code.

3.5. Information, documentation, and other material in connection with the GRANT AGREEMENT may be subject to public disclosure pursuant to Chapter 552 of the Government Code **(the "Public Information Act")**. To the extent, if any, that any provision of the Agreement is in conflict with the Public Information Act, such provision shall be void and have no force or effect.

In accordance with Section 2252.907 of the Government Code, APPLICANT is required to make any information created or exchanged with the PEDC pursuant to the GRANT AGREEMENT, regardless of contrary provisions contained herein, and not otherwise excepted from disclosure under the Public Information Act, available in a format that is accessible by the public at no additional charge to the PEDC.

3.6. ***No Indemnification by the PEDC.*** APPLICANT and the PEDC expressly acknowledge that the PEDC'S authority to indemnify and hold harmless any third party is governed by Article XI, Section 7, of the Texas Constitution and any provision that purports to require indemnification by the PEDC is invalid. Nothing in this GRANT AGREEMENT requires that the PEDC incur debt, assess or collect funds, or create a sinking fund.

3.7. APPLICANT is aware of the limitations imposed on this GRANT and the use of funds by law and acknowledges that the funds herein granted shall be utilized solely for purposes authorized under law and by the terms of this GRANT AGREEMENT. In the event that an audit determines that the financial incentives granted under this GRANT AGREEMENT were not used for proper purposes, APPLICANT agrees to reimburse PEDC for the sums of money spent for purposes not authorized by law or this GRANT AGREEMENT, with interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever 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 City) as its prime or base commercial lending rate. The payment of interest shall be from the date that the money was spent for purposes not authorized by law or this GRANT AGREEMENT.

3.8. APPLICANT does not and will not knowingly employ an undocumented worker, as that term is defined by Tex. Gov't. Code Sec. 2264.001, directly or indirectly through a contractor or subcontractor. If, after receiving the funds herein granted, APPLICANT is convicted of a violation under 8 U.S.C. § 1324a(t), APPLICANT shall repay the amount of the grant paid by PEDC to APPLICANT with interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever 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 City) as its prime or base commercial lending rate. The payment of interest shall be, no later than 120 days after the date that APPLICANT receives notification of such a violation.

3.9. APPLICANT shall fully comply with all local, state and federal laws applicable or otherwise implicated by APPLICANT'S receipt of funds under this GRANT PROGRAM, which includes but is not limited to APPLICANT'S compliance with Title VII, Civil Rights Act of 1964, as amended, the Texas Labor Code, the Drug Free Workplace Act of 1988, and the Americans with Disabilities Act, as well as APPLICANT'S refraining from discrimination of persons based on race, color, religion, sex (including pregnancy, childbirth, and related medical conditions; sexual orientation), national origin, disability, age, citizenship status, genetic information, political affiliation or participation in civil rights activities. Furthermore, while the City of Palestine fully supports the exercise of freedom of speech, the City of Palestine will not financially support or fund projects that incorporate or promote ideas of hate or which are intended to vilify, humiliate, or incite hatred against a group or a class of persons on the basis of race, religion, skin color, sexual identity, gender identity, ethnicity, disability or national origin.

3.10. APPLICANT will use all commercially reasonable efforts to continue operations in Palestine, Anderson County, Texas.

3.11. APPLICANT shall timely pay all ad valorem taxes due and owed by it to the CITY and all other taxing authorities having jurisdiction over the APPLICANT'S property. APPLICANT shall also timely pay any and all water and sewer bills owed to the CITY. In addition, APPLICANT shall timely pay all employment, income, franchise, and other taxes owed by it to all local, state, and federal government entities.

3.12. APPLICANT shall properly notify the Anderson County Appraisal District of all capital improvements, personal property, and equipment and shall list the City of Palestine as the taxable situs of all capital improvements, personal property, and equipment located on the property.

3.13. If APPLICANT'S operations, past or present, cause the CITY or PEDC to be fined by any governmental entity, this AGREEMENT shall terminate immediately and the PEDC will have no further obligations under this GRANT AGREEMENT and APPLICANT shall immediately repay the CITY or PEDC for such fines, penalties, and expenses within thirty (30) days.

3.14. If the business property, that being 110 W. Main St., Palestine, Texas 75801, is sold, conveyed, or utilized for a purpose not originally intended by the GRANT APPLICATION

within two years of grant funding being awarded to APPLICANT, APPLICANT shall be required to reimburse the PEDC immediately for the full amount of the grant.

4. REMEDIES

4.1. Upon default, the non-defaulting party shall have the right to seek any remedy available in law or equity including, termination of this GRANT AGREEMENT, recovery of GRANT funds, and pre-judgment and post-judgment interest at the rate provided by law or as otherwise provided by this GRANT AGREEMENT (whichever is greater).

4.2 **Attorney's Fees.** Except as otherwise expressly provided herein, each party shall bear its own costs and attorney's fees in connection with this Agreement, including any dispute relating thereto.

5. MISCELLANEOUS PROVISIONS

5.1. All representations, warranties, covenants, and agreements, as well as rights and benefits for the parties to this GRANT AGREEMENT shall survive the payment of grant funds to APPLICANT.

5.2. This GRANT AGREEMENT may not be assigned by APPLICANT without the prior written consent of PEDC. No such assignment shall relieve APPLICANT of any of its obligations under this GRANT AGREEMENT.

5.3. The GRANT AGREEMENT may not be amended, modified, altered, or changed unless in writing, signed by both parties to this GRANT AGREEMENT and approved by the City of Palestine.

5.4. **APPLICANT SHALL INDEMNIFY AND HOLD THE PEDC, ITS EMPLOYEES, AND ITS AGENTS HARMLESS FOR ANY DAMAGES, BOTH PERSONAL AND PROPERTY, WHICH MAY RESULT DIRECTLY OR INDIRECTLY FROM ANY INCIDENT ASSOCIATED WITH PROJECT BOTH DURING AND AFTER CONSTRUCTION, AND THAT PEDC, ITS EMPLOYEES, AND ITS AGENTS SHALL NOT BE LIABLE FOR ANY DEBTS INCURRED IN ASSOCIATION WITH THE EXECUTION AND COMPLETION OF THE SUBJECT PROJECT OF THIS APPLICATION.**

PEDC, ITS EMPLOYEES, AND ITS AGENTS, DO NOT ATTEST TO THE QUALITY, SAFETY, OR CONSTRUCTION OF A PROJECT ELIGIBLE FOR, OR RECEIVING GRANT FUNDING. THEREFORE, PEDC, ITS EMPLOYEES AND AGENTS SHALL BE HELD HARMLESS BY THE APPLICANT FOR ANY PROJECT WHOSE APPLICATION HAS BEEN APPROVED OR HAS RECEIVED ACTUAL GRANT FUNDING.

5.5. **Severability.** In the event of any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporations, or circumstance, shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity, or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the application, validity, or constitutionality of the remaining parts of this Agreement shall not be affected thereby.

5.6. This GRANT AGREEMENT shall be binding upon an inure to the benefit of the parties and their respective heirs, administrators, and assigns.

5.7. No failure or delay on the part of the PEDC in exercising any right, power, or exercise hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No notice to or demand on APPLICANT in any case shall entitle APPLICANT to any other or further notice or demand in similar or other circumstances.

5.8. All notices, consents, requests, demands, and other communication hereunder shall be in writing and shall be deemed to have been duly given to the party hereto if mailed by certified mail, prepaid, to the APPLICANT'S address shown above as first written.

5.9. Time is of the essence of this agreement.

5.10. Neither party will be liable for delays or failure in its performance hereunder to the extent that such delay or failure is caused by acts of God, war, terrorism, or threats of terrorism, natural disaster, strike, lockout, labor dispute, work stoppage, fire, third-party criminal act, quarantine restriction, epidemic, pandemic, act of government, or other events outside of the reasonable control of a party (a "Force Majeure Event"); provided that the delayed party took reasonable precaution to prevent the impact of the Force Majeure Event.

5.11. This GRANT AGREEMENT shall be deemed a contract made under the laws of the State of Texas and for all purposes shall be construed in accordance with the Laws of said State. The venue shall be in Anderson County, Texas.

5.12. The providing of this GRANT AGREEMENT by PEDC to APPLICANT by any means of delivery constitutes an offer by PEDC to APPLICANT to accept this GRANT AGREEMENT on the terms and conditions contained therein, subject to approval by the City of Palestine City Council. If APPLICANT has not accepted the offer by ninety (90) days from the date approved by the City Council of the City of Palestine, Texas, the offer will lapse, and the offer and this GRANT AGREEMENT shall become null and void.

6. TERM

6.1. This GRANT AGREEMENT shall be effective on the date of the last signature below. The GRANT AGREEMENT shall terminate one year from the date that the PEDC board of directors

makes a finding of completion of the project pursuant to Section 2.5 of this GRANT AGREEMENT or earlier as otherwise terminated according to the provisions of this GRANT AGREEMENT.

AGREED and **SIGNED** to be effective as of the Effective Date.

For the Applicant(s):
Buddin Business Investment, LLC

By _____ Date _____
Adrienne Buddin, Managing Member

For the PEDC:
Palestine Economic Development Corporation

By_____ Date _____
Dan Bochsler, Board President

APPROVED:
City of Palestine, Texas

By _____ Date _____
Mitchell Jordan, Mayor

Agenda Date:	11/10/2026
To:	Palestine Economic Development Corporation
From:	Melissa Temple, EDC Administrative Assistant
Agenda Item:	Presentation Regarding Downtown Grant Application And Performance Agreement/ CASA of Trinity Valley.

SUMMARY:

Presentation regarding a Downtown Grant Application and Performance Agreement with CASA of Trinity Valley for the property located at 603 North Perry Street.

RECOMMENDED ACTION:

No action required.

Attachments

CASA of Trinty Valley Downtown Grant Application

Deed

Proof of Insurance

Before Pictures

Deanna E Pickett ART, LLC. Bid

Nepada Masonry Services Bid

Nepada Masonry Services Bid

Lomax's Custom Painting Bid

Downtown Grant Performance Agreement CASA of Trinity Valley

APPLICATION TO PALESTINE ECONOMIC DEVELOPMENT CORPORATION
DOWNTOWN GRANT PROGRAM

1. Applicant/Applicants name(s): CASA of Trinity Valley
2. Type of grant(s) being requested:
   ☑ Small Business Owner-Occupied
   ☐ Investor-Owned/Third-Party Leased
3. Is the property in the Palestine Main Street Overlay District? ☑ Yes ☐ No
   (Properties must be in the Main Street Overlay District to qualify for the PEDC Downtown Grant.)
4. Is the property in the Palestine Historic Overlay District? ☑ Yes ☐ No
5. What is the Zoning for the property? ☐ CBD ☐ MUN ☐ RC ☐ I
   ☐ HC ☐ MHP ☐ MR ☐ RE ☐ SR ☐ UR
6. Is the property in the National Register's Palestine New Town Commercial Historic District? ☐ Yes ☑ No
7. Is it a Contributing property? ☐ Yes ☐ No
8. Is the property individually listed on the National Register of Historic Places? ☐ Yes ☑ No
9. Is the property a designated Palestine Historical Landmark? ☐ Yes ☑ No
10. Does this project contribute to the Rehabilitation or Stabilization of a Vacant or Blighted Building?
    ☐ Yes ☐ No
11. Current occupancy type commercial Occupancy type upon project completion commercial
12. Please provide the total square footage of the property: 3000 sq ft
13. Is this a mixed-use (commercial & residential) property?
    ☐ Yes ☑ No
14. If so, please provide a breakdown of the square footage of the property based on current use:

Commercial: _____sq ft

Residential: _____sq ft

15. No. of Stories: 1
16. Proposed scope of work (Check all that apply):

Façade/Exterior Walls: ☑ TOTAL/MAJOR RESTORATION or ☐ PARTIAL RESTORATION OR MAINTENANCE

Including: ☐ Slipcover Removal ☐ Door(s) ☐ Window(s) ☐ Brick/Mortar ☐ Awning
☐ Weatherproofing/Sealing ☐ Power Wash/Cleaning ☑ Trim Paint ☑ Wall Paint*
☑ Other rock facade

Critical Building Components: ☐ REPLACEMENT OR MAJOR REPAIR or ☐ MINOR REPAIR OR MAINTENANCE

Including: ☐ Foundation ☐ Exterior Wall System ☐ Roof
☐ Plumbing ☐ Gas System ☐ Electrical ☐ Air Conditioning/Heat

☐ Other_____

Other Building Components: ☐ NEW INSTALLATION or ☐ MAJOR REPAIR OR REPLACEMENT

Including: ☐ Awning/Canopy (no signage) ☐ Grease Trap ☐ Dumpster Enclosure

☐ Fire Protection/Suppression ☐ Elevator/Lift (for any use) ☐ Ramp/Stairs

☐ Other_____

TAS Accessibility Upgrades:

☐ Removal of Architectural Barriers to provide accessible routes throughout buildings and facilities by replacement or modification to items such as doors, doorways, gates, ramps, curb ramps, elevators, platform lifts, etc.

☐ Provision of Communication and Signage that conveys information or instructions that is accessible and usable by people with disabilities, especially those with visual or hearing impairments. Examples include fire alarm systems with specified visual and tonal signals, signs with Braille and raised letters, assistive listening systems, etc.

☐ Renovation of Facilities and Amenities to include elements and features that provide services or convenience to users or visitors with disabilities, especially those with mobility or dexterity impairments. Examples include kitchens, kitchenettes, sinks, toilet facilities, bathing facilities, washing machines, clothes dryers, drinking fountains, dining surfaces, work surfaces, storage, etc.

☐ Technology and Digital Accessibility Upgrades to elements and features of buildings and facilities that involve the use of electronic devices or systems to access information or services. Examples of technology and digital accessibility include fire alarm systems, telephones, assistive listening systems, automatic teller machines (ATMs), fare machines, two-way communication systems, etc.

☐ Other Modifications to the design, installation, and operation of elements and features to be accessible and usable by people with disabilities, especially those with specific or unique needs or preferences, such as a clear floor or ground space, reach ranges, operable parts, seats, etc. Examples include windows, amusement rides, exercise machines and equipment, miniature golf facilities, play areas, saunas and steam rooms, swimming pools, wading pools, and spas.

Business/Property Signage: ☐ NEW SIGN/SIGNAGE PACKAGE or ☐ RESTORATION OF A HISTORIC SIGN

17. Business name, if applicable CASA of Trinity Valley
18. Mailing address P.O. Box 2259 Athens, TX 75751
19. Applicants contact Information.
    a. Phone 903-675-7070
    b. Fax _____
    c. Email casaangela@casaoftv.org
20. Physical address of property for which grant is being requested.
    603 North Perry Street Palestine, TX 75801

21. This business is a

☐ Sole proprietorship

☐ Partnership

☐ Corporation

☑ Other 501c3 non-profit

Please provide applicable business documentation such as DBA, Partnership Agreement, Corporate Charter,

etc.…

22. Please provide a brief description of business activity.

CASA of Trinity Valley provides independent, highly trained volunteer advocates for children in the custody of Texas Department of Family and Protective Services in Anderson, Cherokee and Henderson counties. We empower volunteers to advocate for the children's best interests, to ensure that their needs are met, and to secure a permanent, safe, and nurturing home as soon as possible.

23. Is this property owned or leased by Applicant?

☑ Owned, please provide proof of ownership.

☐ Leased, please provide a copy of the lease agreement.

Name of Lessor _____

Address of Lessor _____

Lessor Contact: phone _____ email_____

24. Date business established in Palestine, TX, if applicable 2010

25. Number of employees, if applicable 2 Number of new employees, if applicable _____

26. Please provide a description of the proposed project: (please attached detailed costs estimates)

With aid from your program, we plan to: finish a full mural on the wall facing the courthouse, complete the stone work on the Perry Street side of the building, paint the remaining exterior of the building and install new landscaping.

So far, we have completed a rebuild of the retaining wall and stone flower beds, as well as replaced some of the stone facia on the building using funds we raised for the effort.

A. Please provide any additional information which would further help describe this project, including paint color and chips, photographs, rendering of design, specifications and other material to describe your project:

We intend to use a local artist to paint a CASA themed mural on the wall of the building facing the courthouse. Please see the attached quote for more details of the proposed work.

We have not decided on a final design, we will meet with the artist for sketches once the project is approved.

27. Amount of grant funds requested $26,250
    (Total possible funding per grant application is $75,000 maximum)
28. Total projected cost of project $35,000
29. Estimated start date of project in progress
30. Estimated completion date of project year end 2026
31. Please attach photos of existing conditions.
32. Please provide any additional information you believe to be important concerning this grant application.
33. I (we) the undersigned do hereby acknowledge, certify, and agree:

A. Prior to the submission of this application, a copy of the Palestine Economic Development Corporation Downtown Grant Program Guidelines has been obtained, reviewed, and clearly understood and is incorporated as part of the Application.

B. The submission of this Application does not create any property, contract or other legal rights in any person or entity that obligates the PEDC to provide grant funding.

C. Applicant certifies that it, the company, its branches, divisions and departments do not and will not knowingly employ an "undocumented worker" as that term is defined by the Program Guidelines. Applicant will repay the total amount of the grant amounts received with interest if the company is convicted of a violation under 8 U.S.C. Section 1324a. Repayment will be due no later than the 120th day after the date PEDC notifies the Applicant of the violation or as otherwise provided in the Grant Agreement.

D. Improvements will not commence prior to having received written approval for a grant from PEDC, execution of a Grant Agreement and approval of the City of Palestine City Council.

E. Applicant(s) do not currently have outstanding or otherwise delinquent financial obligations to PEDC or the City of Palestine such as liens, court fines, city utility bills, sales tax or property taxes. Further, applicant is not currently a party to a pending or active lawsuit against PEDC or the City of Palestine.

F. Applicant(s) must obtain all applicable permits related to the improvement project prior to commencement.

G. Applicant(s) certify that all attached estimates have been obtained from independent, qualified contractors, who are in no way affiliated or related to the applicant or competing bidder.

H. This Application and all statements therein are true and correct, and it is executed under penalties of perjury.

Signed this the 20 day of March, 20 26

Applicant _____ Applicant _____

[TO BE COMPLETED BY DEVELOPMENT SERVICES]

Based on the project information provided with this application and the research documented above, at a minimum the project will require the following from Development Services:

_____ No further municipal approvals

_____ Pre-Development Meeting - Recommended Date Scheduled_____

_____ Certificate of Appropriateness from HLC Date Received_____

_____ Historic Landmark Commission (HLC) Hearing Date Scheduled_____

_____ Sign Permit Application

_____ Main Street Advisory Board Review Date Scheduled_____

_____ Specific Use Permit Application

_____ Zoning Change Application

_____ Planning & Zoning Commission Hearing Date Scheduled_____

_____ City Council Meeting to Approve Specific Use Permit Date Scheduled_____

_____ Procedure for Commercial New Construction and Additions with Building Permit
(Refer to checklist from Development Services for complete list of documents required)

_____ Procedure for Commercial Remodels and Repairs with Building Permit
(Refer to checklist from Development Services for complete list of documents required)

_____ Multi-Trade Subcontractor Permit Application

_____ Water and Sewer Tap Application

_____ Health Department Plan Review and Inspection

_____ Fire Inspection

_____ Public Works & Utilities Inspection

_____ Building Inspection

_____ Clean and Show Application

_____ Certificate of Occupancy Application

Approval of HPO or Interim Director of Development Services:

_____ Date: _____

Approval of Mainstreet District Coordinator:

_____ Date: _____

Note: Any changes to the project scope after the date indicated above will require review by the HPO or Director of Development Services!

Internal Revenue Service

Date: January 12, 2004

Court Appointed Special Advocates of
Trinity Valley, Inc.
% Lisa Boykin
P.O. Box 2259
Athens, TX 75751-7259

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:
Brenda Fox 31-07209
Customer Service Representative
Toll Free Telephone Number:
8:00 a.m. to 6:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
75-2564380

Dear Sir or Madam:

This is in response to the amendment of your organization's Articles of Incorporation filed with the state on January 19, 1999. We have updated our records to reflect the name change as indicated above.

In December 1994 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than $25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of $20 a day, up to a maximum of $10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Internal Revenue Service

Date: January 12, 2004

Court Appointed Special Advocates of
Trinity Valley, Inc.
% Lisa Boykin
P.O. Box 2259
Athens, TX 75751-7259

Department of the Treasury
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Toll Free Telephone Number:
8:00 a.m. to 6:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
75-2564380

Dear Sir or Madam:

Enclosed is the information you requested in your letter dated November 20, 2003.

Please accept our apology for the delay in responding to your request and for any inconvenience this may have caused you or your organization.

Sincerely,

Brenda Fox

Brenda Fox 31-07209
Customer Account Services

Enclosure:
Letter affirming tax-exempt status.

2

RELEASE OF LIEN

STATE OF TEXAS §§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF ANDERSON §§

THAT the undersigned, being the present legal and equitable owner and holder of that once certain promissory note in the original principal sum of SIXTY FOUR THOUSAND AND NO/100 ($64,000.00) DOLLARS, dated December 4, 2020, executed by Court Appointed Special Advocates of Trinity Valley Inc, payable to the order of FIRST STATE BANK, ATHENS, TEXAS, described in and secured by a Deed of Trust of even date, recorded in Document No. 2020-7142, Official Records of Anderson County, Texas; such note being secured by a Deed of Trust Lien against the following described property:

Being all that certain lot, tract or parcel of land located in Palestine, Anderson County, Texas, and being PART LOTS 6 and 7, BLOCK 8, ORIGINAL ADDITION, and being more particularly described by metes and bounds in Exhibit "A", which is attached to this release and made part of this release as if fully set forth herein.

for and in consideration of the full and final payment of the indebtedness described above which is secured by the aforesaid Deed of Trust Lien, the receipt of which is hereby acknowledged, has released and discharged and by these presents hereby releases and discharges the above described property from the above described Deed of Trust lien held by the undersigned securing said indebtedness.

Signed this 23rd day of January, 2026.

First State Bank, Athens, Texas

By: Rachel Strange

Rachel Strange, V.P.

THE STATE OF TEXAS §§

COUNTY OF HENDERSON §§

Rachel Strange, V.P., of First State Bank, Athens, Texas on behalf of said bank, and in the capacity herein stated has acknowledged this instrument before me on the 23rd day of January, 2026.

Bailee Stanfield

Notary Public, State of Texas

BAILEE N STANFIELD
Notary Public, State of Texas
Comm. Expires 01-09-2027
Notary ID 13413439-1

Return To:

✓ CASA OF Trinity Valley, Inc
P. O. Box 2259
Athens, Tx 75751

Exhibit "A"

Being all that certain lot, tract or parcel of land located in Palestine, Anderson County, Texas, and being **PART LOTS 6 and 7, BLOCK 8, ORIGINAL ADDITION,** and being more particularly described by metes and bounds description as follows:

BEGINNING at the Northeast corner of Lot 6, Block 8, Original Town of Palestine, Texas, which beginning point is the point of intersection of the West boundary line of North Perry Street and the South boundary line of East Poplar Street;

THENCE sixty-five (65') feet in a Westerly direction with the North boundary lines of Lots 6 and 7, Block 8, Original Addition, and the South boundary line of Poplar Street past the northwest corner of such Lot 6 and to a point five (5') feet West of the northeast corner of Lot 7 of said Block 8;

THENCE in a southerly direction and parallel with the East boundary line of Lot 7 of said Block 8, sixty (60') feet;

THENCE in an easterly direction sixty-five (65') feet and parallel with the North boundary line of said Lots 6 and 7 to a point in the West boundary line of North Perry Street;

THENCE in a northerly direction with the West boundary line of North Perry Street and the East boundary line of said Lot 6, Block 8, sixty (60') feet to the Place of beginning, containing **0.895 of an acre** of land, more or less.

VG-461-2026-787

Anderson County
Mark Staples
Anderson County Clerk

Document Number: 2026 - 787

Real Property Recordings

RELEASE DEED OF TRUST

Recorded On: February 05, 2026 01:25 PM

Number of Pages: 3

" Examined and Charged as Follows: "

Total Recording: $29.00

********** THIS PAGE IS PART OF THE INSTRUMENT **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number:	2026 - 787
Receipt Number:	20260205000023
Recorded Date/Time:	February 05, 2026 01:25 PM
User:	Stephanie H
Station:	ANCO_WS48

Record and Return To:

CASA OF TRINITY VALLEY INC
PO BOX 2259

ATHENS TX 75751

STATE OF TEXAS
COUNTY OF ANDERSON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Anderson County, Texas.

Mark Staples
Anderson County Clerk
Anderson County, TX

Mark Staples

Total Project Cost

$43,000.00

Project Budget Breakdown

Project Component	Cost	Funding Source
Mural (wall facing courthouse)	$15,000.00	EDC Request
Stone Work (Perry Street side of building)	$9,000.00	EDC Request
Exterior Painting	$3,000.00	EDC Request
Total	**$43,000.00**	

Funding Request

CASA of Trinity Valley is requesting **$29,000.00** from the EDC to support the portions of the project that directly enhance public visibility and streetscape appeal.

Deanna E Pickett ART, LLC

Deanna Frye, Artist

Mural Proposal

Artist bio

Artist and muralist, Deanna Pickett Frye will be heading up your project! Deanna is an artist and art professor at Trinity Valley Community College. Deanna has extensive studio experience in large scale painting. Her interior and exterior murals range in a variety of styles. She received her BFA in Painting and Art Education from the University of North Texas and earned her master's degree from the New Hampshire Institute of Art.

Preliminary Concept and design

The overall goal of this project is to paint a vibrant image on the exterior of the CASA building.

Given the amount of hours and effort it takes to draw a design, I will be waiting until approval of the mural.



Technical/Project Approach

Deanna Frye will paint the exterior south wall of the CASA building, in Palestine, TX.

Wall Condition and Surface Preparation

The property owner assumes responsibility for any major structural repairs to the wall prior to the start of the project.

Current Wall Condition:
The wall currently has a base coat of paint in most areas; however, the surface is chalky. This residue must be removed because it creates a barrier between the wall and newly applied paint, which can cause adhesion problems and prevent the paint from bonding properly.

Required Preparation Steps:

- Power wash the wall to remove the chalky residue and thoroughly clean the surface. A light cleaner may be used so it's advised not to plant anything in the area until the wall is complete
- Prime the entire wall to ensure consistent adhesion and a durable finish.

Painting Materials:

The mural will be completed using premium exterior paints, including:

- Sherwin-Williams highest-grade exterior latex paint or
- Behr Dynasty exterior paint (both offer excellent durability)
- A protective sealant is not required.
- Depending on the design, MTN 94 aerosol paints may also be used.

Cost

Cost is calculated by square foot and level of intricacy.

Approximate Size: 900 square feet
Intricacy Level: Level 1

My minimum rate is $20.00 per square foot. Because this wall requires additional preparation, the rate for this project is $22.00 per square foot.

900 sq ft × $22.00 = $19,800
Less Donation: $4,800

Total Project Cost: $15,000

Design Fee

A $250 design fee is required upfront and is included in the total cost of the mural.
If the mural project is declined after the design phase, the design fee is non-refundable.

Payment Schedule

- 50% deposit is required to begin the project.
- The remaining balance is due within two weeks of completion.

Included in Cost

The project cost includes:

- All materials
- Contract labor (if needed)
- Lift rental
- Surface preparation

Intricacy Levels

This estimate is based on a Level 1 intricacy design.
If the final design requires Level 2 or Level 3 intricacy, the project cost will be adjusted accordingly.



(Images for pricing purposes only)

Change Orders: Size, scope, and the design of the mural cannot be changed once the work begins.

Timeline

There is not an estimated completion date.

- Deanna Pickett Frye will make every effort to complete the project on schedule, provided full access to the space is available. Please note that unpredictable weather conditions, including rain, can affect the timeline for exterior murals.
- Because this is a south-facing wall that receives full sun for most of the day, the artist will not attempt to complete the mural during the hottest months of summer in order to ensure safe working conditions and the highest quality results.

Access to the project site

I will need full access while working at CASA

I will need access to water, electricity, and restrooms (if possible)

Deanna E Pickett ART, LLC

Deanna Frye, Artist

Mural Proposal

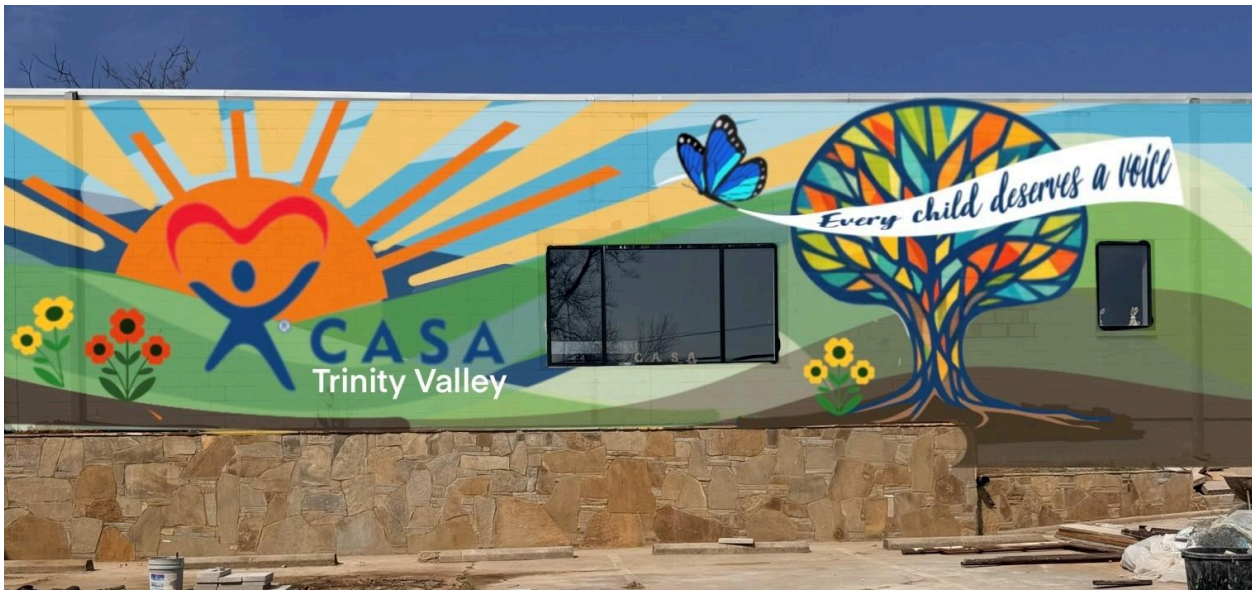
Artist bio

Artist and muralist, Deanna Pickett Frye will be heading up your project! Deanna is an artist and art professor at Trinity Valley Community College. Deanna has extensive studio experience in large scale painting. Her interior and exterior murals range in a variety of styles. She received her BFA in Painting and Art Education from the University of North Texas and earned her master's degree from the New Hampshire Institute of Art.

Preliminary Concept and design

The overall goal of this project is to paint a vibrant image on the exterior of the CASA building.

This mural is designed to feel joyful, welcoming, and full of hope. The bright colors and playful imagery represent the idea that every child deserves happiness, support, and someone to stand beside them. The design celebrates the power of advocacy and reminds viewers that a caring community can help children grow, feel safe, and see a brighter future. Details can be revised up until work begins.



Technical/Project Approach

Deanna Frye and assistants will paint the exterior south wall of the CASA building, in Palestine, TX.

Wall Condition and Surface Preparation

The property owner assumes responsibility for any major structural repairs to the wall prior to the start of the project.

Current Wall Condition:
The wall currently has a base coat of paint in most areas; however, the surface is chalky. This residue must be removed because it creates a barrier between the wall and newly applied paint, which can cause adhesion problems and prevent the paint from bonding properly.

Required Preparation Steps:

- Power wash the wall to remove the chalky residue and thoroughly clean the surface. A light cleaner may be used so it's advised not to plant anything in the area until the wall is complete
- Prime the entire wall to ensure consistent adhesion and a durable finish.

Painting Materials:

The mural will be completed using premium exterior paints, including:

- Sherwin-Williams highest-grade exterior latex paint or
- Behr Dynasty exterior paint (both offer excellent durability)
- A protective sealant is not required.

Cost

Cost is calculated by square foot and level of intricacy.

Approximate Size: 900 square feet
Intricacy Level: Level 1

My minimum rate is $20.00 per square foot. Because this wall requires additional preparation, the rate for this project is $22.00 per square foot.

900 sq ft × $22.00 = $19,800
Less Donation: $4,800

Design Fee: 250 (already paid)

Total Project Cost: $14,750

Design Fee

A $250 design fee is required upfront and is included in the total cost of the mural.
If the mural project is declined after the design phase, the design fee is non-refundable and has been paid to the artist.

Payment Schedule

- 50% deposit is required to begin the project.
- The remaining balance is due within two weeks of completion.

Included in Cost

The project cost includes:

- All materials
- Contract labor (if needed)
- Lift rental
- Surface preparation

Change Orders: Size, scope, and the design of the mural cannot be changed once the work begins.

Timeline

There is not an estimated completion date.

- Deanna Pickett Frye will make every effort to complete the project on schedule, provided full access to the space is available. Please note that unpredictable weather conditions, including rain, can affect the timeline for exterior murals.
- Because this is a south-facing wall that receives full sun for most of the day, the artist will not attempt to complete the mural during the hottest months of summer in order to ensure safe working conditions and the highest quality results.
- Deanna will be unavailable May 15, 2026 through June 6, 2026.

Access to the project site

I will need full access while working at CASA

I will need access to water, electricity, and restrooms (if possible)

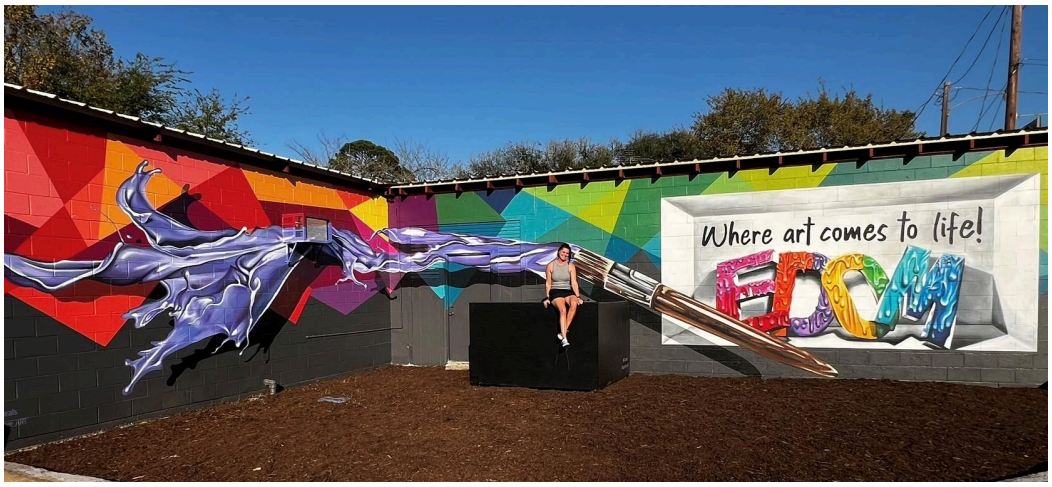
Copyrights and Licensing

Under this Agreement, the artist, Deanna Pickett Frye, owns rights to the design. No reproductions can be sold without the artist's permission.

Sample work

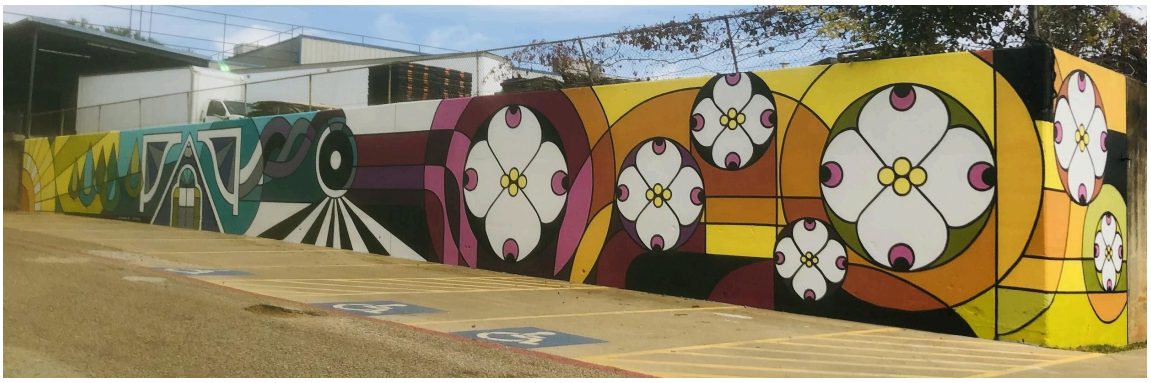
See sample large scale exterior murals below:


PALESTINE


Where art comes to life!




RISE
@CTXmurals







Contact Information

Contact information and checks payable to:

Deanna Frye

Address: 392 An County Road 422, Palestine, TX 75803

Office Phone: 903-724-1671

Email: deannapfrye@yahoo.com

Nepada Masonry Services

Specializing in Stone Work -Retaining Walls -Block -Brick

Nelson & David Garcia

Cell (903) 922-0266

4080 S. State Hwy 19
Palestine, Texas 75801

Job: CASA Trinity Valley Date: 1/20/26

Terms: Material + Labor Address: 603 N. Perry st Palestine

1. BID - Repair Concrete Wall + Flower Beds
2. Reinforce, Retainning concrete wall
3. Build return corner wall
4. Rebuild 2 Flower bed to match stone
5. Stone front of Building 3' high

BID Material + Labor $14,000.—

PAID
FEB 17 2026
24621
BY: KB

Nelson Garcia Total: 14,000

Thank you for your business

Nepada Masonry Services

Specializing in Stone Work -Retaining Walls -Block -Brick

Nelson & David Garcia

Cell (903) 922-0266

4080 S. State Hwy 19
Palestine, Texas 75801

Job: CASA Trinity Valley

Date: 2/25/26

Terms: Material + Labor

Address: 603 N. Perry st Palestine

BID

1. Pour foundation
2. Cut out weep hole on existing foundation
3. Lay Stone on East side of Bldg.
4. Seal stone cap over wall to prevent rain water to go behind wall
5. Material and Labor $9,000.—

Total: 9,000.—

Nelson Garcia

Thank you for your business


603 N Perry St
99 E Poplar St
alestine, Texas
Google Street View
ar 2024
See more dates
Share


603 N Perry St
Share
603 TX-127 Loop
Palestine, Texas
Google Street View
Mar 2024
See more dates
603
E Murchison
E Lacy St
Church St
Mallard St
N Elm


CASA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/02/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	PHONE (A/C, No, Ext): (855) 222-5919	FAX (A/C, No):
	E-MAIL ADDRESS: support@nextinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Next Insurance US Company	16285
INSURED Deanna Frye Deanna Pickett Frye 392 AN County Road 422 Palestine, TX 75803	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 604673270 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			NXTP7CXRCJ-00-GL	09/02/2022	09/02/2023	EACH OCCURRENCE	$1,000,000.00
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000.00
							MED EXP (Any one person)	$5,000.00
							PERSONAL & ADV INJURY	$1,000,000.00
							GENERAL AGGREGATE	$2,000,000.00
							PRODUCTS - COMP/OP AGG	$2,000,000.00
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance.

CERTIFICATE HOLDER

Deanna Frye
Deanna Pickett Frye
392 AN County Road 422
Palestine, TX 75803

LIVE CERTIFICATE

Click or scan to view

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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2

RELEASE OF LIEN

STATE OF TEXAS §§
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF ANDERSON §§

THAT the undersigned, being the present legal and equitable owner and holder of that once certain promissory note in the original principal sum of SIXTY FOUR THOUSAND AND NO/100 ($64,000.00) DOLLARS, dated December 4, 2020, executed by Court Appointed Special Advocates of Trinity Valley Inc, payable to the order of FIRST STATE BANK, ATHENS, TEXAS, described in and secured by a Deed of Trust of even date, recorded in Document No 2020-7142, Official Records of Anderson County, Texas; such note being secured by a Deed of Trust Lien against the following described property:

Being all that certain lot, tract or parcel of land located in Palestine, Anderson County, Texas, and being PART LOTS 6 and 7, BLOCK 8, ORIGINAL ADDITION, and being more particularly described by metes and bounds in Exhibit "A", which is attached to this release and made part of this release as if fully set forth herein.

for and in consideration of the full and final payment of the indebtedness described above which is secured by the aforesaid Deed of Trust Lien, the receipt of which is hereby acknowledged, has released and discharged and by these presents hereby releases and discharges the above described property from the above described Deed of Trust lien held by the undersigned securing said indebtedness.

Signed this 23rd day of January, 2026.

First State Bank, Athens, Texas
By: Rachel Strange
Rachel Strange, V.P.

THE STATE OF TEXAS §§
COUNTY OF HENDERSON §§

Rachel Strange, V.P., of First State Bank, Athens, Texas on behalf of said bank, and in the capacity herein stated has acknowledged this instrument before me on the 23rd day of January, 2026.

Bailee Stanfield
Notary Public, State of Texas

BAILEE N STANFIELD
Notary Public State of Texas
Comm. Expires 01-09-2027
Notary ID 13413439-1

Return To:
✓ CASA OF Trinity Valley, Inc
P. O. Box 2259
Athens, Tx 75751

Exhibit "A"

Being all that certain lot, tract or parcel of land located in Palestine, Anderson County, Texas, and being **PART LOTS 6 and 7, BLOCK 8, ORIGINAL ADDITION,** and being more particularly described by metes and bounds description as follows:

BEGINNING at the Northeast corner of Lot 6, Block 8, Original Town of Palestine, Texas, which beginning point is the point of intersection of the West boundary line of North Perry Street and the South boundary line of East Poplar Street;

THENCE sixty-five (65') feet in a Westerly direction with the North boundary lines of Lots 6 and 7, Block 8, Original Addition, and the South boundary line of Poplar Street past the northwest corner of such Lot 6 and to a point five (5') feet West of the northeast corner of Lot 7 of said Block 8;

THENCE in a southerly direction and parallel with the East boundary line of Lot 7 of said Block 8, sixty (60') feet;

THENCE in an easterly direction sixty-five (65') feet and parallel with the North boundary line of said Lots 6 and 7 to a point in the West boundary line of North Perry Street;

THENCE in a northerly direction with the West boundary line of North Perry Street and the East boundary line of said Lot 6, Block 8, sixty (60') feet to the Place of beginning, containing **0.895 of an acre** of land, more or less.

VG-461-2026-787

Anderson County
Mark Staples
Anderson County Clerk

Document Number: 2026 - 787

Real Property Recordings

RELEASE DEED OF TRUST

Recorded On: February 05, 2026 01:25 PM

Number of Pages: 3

" Examined and Charged as Follows: "

Total Recording: $29.00

********** **THIS PAGE IS PART OF THE INSTRUMENT** **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number:	2026 - 787
Receipt Number:	20260205000023
Recorded Date/Time:	February 05, 2026 01:25 PM
User:	Stephanie H
Station:	ANCO_WS48

Record and Return To:

CASA OF TRINITY VALLEY INC
PO BOX 2259

ATHENS TX 75751

STATE OF TEXAS
COUNTY OF ANDERSON

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Anderson County, Texas.

Mark Staples
Anderson County Clerk
Anderson County, TX

Mark Staples

RMELE

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
10/22/2026

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY World Insurance Associates, LLC 100 South Wood Ave Iselin, NJ 08830	PHONE (A/C, No, Ext): (973) 346-8095 FAX (A/C, No): E-MAIL ADDRESS: reneemele@worldinsurance.com CODE: SUB CODE: AGENCY CUSTOMER ID #: CASAOFT-06
COMPANY Shield Indemnity Incorporated	
INSURED CASA of Trinity Valley, Inc. P.O. Box 2259 Athens, TX 75751	LOAN NUMBER POLICY NUMBER: 02-CPM-114638-02 EFFECTIVE DATE: 6/23/2026 EXPIRATION DATE: 6/23/2027 ☐ CONTINUED UNTIL TERMINATED IF CHECKED THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION
Loc # 3, Bldg # 1, 603 North Perry Street, Palestine, TX 75801, Nonprofit Office- BUILDING

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

PERILS INSURED ☐ BASIC ☐ BROAD ☒ SPECIAL ☐

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Loc # 3, Bldg # 1		
Building, Special (Including theft)	$450,000	10,000
Building, Windstorm Deductible		10,000
Business Personal Property, Special (Including theft)	$20,000	10,000
Business Personal Property, Windstorm Deductible		10,000

REMARKS (Including Special Conditions)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

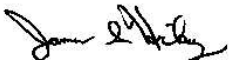
NAME AND ADDRESS

First State Bank Athens Branch
PO Box 471
Athens, TX 75751-0471

☐ ADDITIONAL INSURED ☐ MORTGAGEE ☐ LENDER'S LOSS PAYABLE ☒ LOSS PAYEE

LOAN #

AUTHORIZED REPRESENTATIVE



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603 N Perry St
Share
Google Street View


603 N Perry St
603 TX-127 Loop
Share
E Murchison
603
E Lacy St
Church St
Mallard St



Deanna E Pickett ART, LLC

Deanna Frye, Artist

Mural Proposal

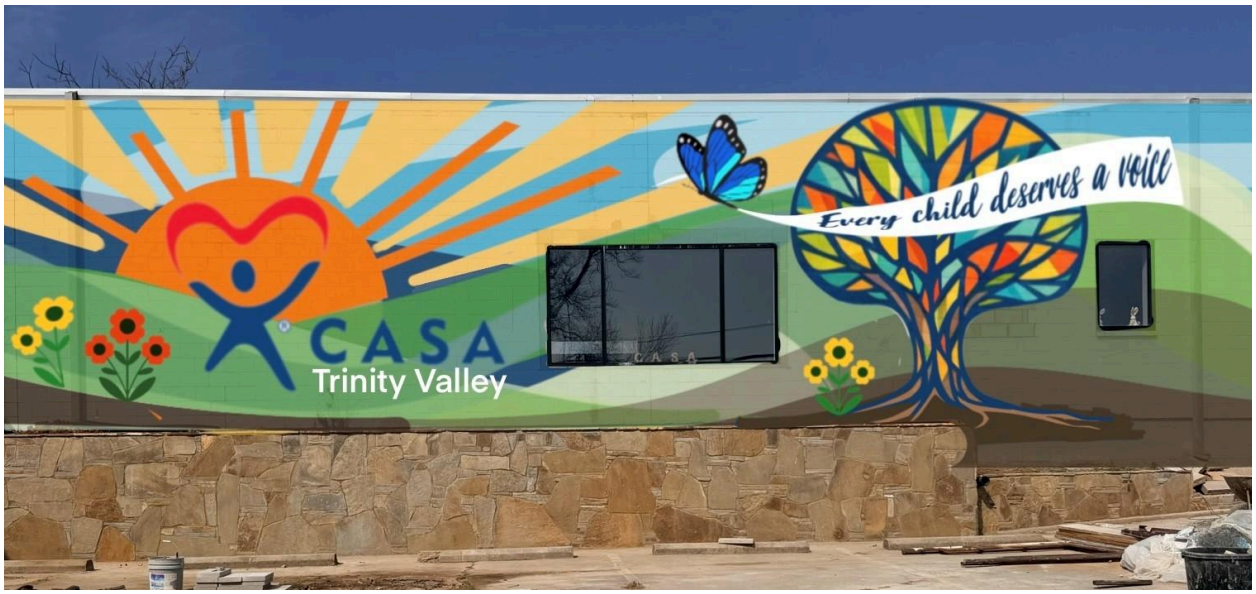
Artist bio

Artist and muralist, Deanna Pickett Frye will be heading up your project! Deanna is an artist and art professor at Trinity Valley Community College. Deanna has extensive studio experience in large scale painting. Her interior and exterior murals range in a variety of styles. She received her BFA in Painting and Art Education from the University of North Texas and earned her master's degree from the New Hampshire Institute of Art.

Preliminary Concept and design

The overall goal of this project is to paint a vibrant image on the exterior of the CASA building.

This mural is designed to feel joyful, welcoming, and full of hope. The bright colors and playful imagery represent the idea that every child deserves happiness, support, and someone to stand beside them. The design celebrates the power of advocacy and reminds viewers that a caring community can help children grow, feel safe, and see a brighter future. Details can be revised up until work begins.



Technical/Project Approach

Deanna Frye and assistants will paint the exterior south wall of the CASA building, in Palestine, TX.

Wall Condition and Surface Preparation

The property owner assumes responsibility for any major structural repairs to the wall prior to the start of the project.

Current Wall Condition:
The wall currently has a base coat of paint in most areas; however, the surface is chalky. This residue must be removed because it creates a barrier between the wall and newly applied paint, which can cause adhesion problems and prevent the paint from bonding properly.

Required Preparation Steps:

- Power wash the wall to remove the chalky residue and thoroughly clean the surface. A light cleaner may be used so it's advised not to plant anything in the area until the wall is complete
- Prime the entire wall to ensure consistent adhesion and a durable finish.

Painting Materials:

The mural will be completed using premium exterior paints, including:

- Sherwin-Williams highest-grade exterior latex paint or
- Behr Dynasty exterior paint (both offer excellent durability)
- A protective sealant is not required.

Cost

Cost is calculated by square foot and level of intricacy.

Approximate Size: 900 square feet
Intricacy Level: Level 1

My minimum rate is $20.00 per square foot. Because this wall requires additional preparation, the rate for this project is $22.00 per square foot.

900 sq ft × $22.00 = $19,800
Less Donation: $4,800

Design Fee: 250 (already paid)

Total Project Cost: $14,750

Design Fee

A $250 design fee is required upfront and is included in the total cost of the mural.
If the mural project is declined after the design phase, the design fee is non-refundable and has been paid to the artist.

Payment Schedule

- 50% deposit is required to begin the project.
- The remaining balance is due within two weeks of completion.

Included in Cost

The project cost includes:

- All materials
- Contract labor (if needed)
- Lift rental
- Surface preparation

Change Orders: Size, scope, and the design of the mural cannot be changed once the work begins.

Timeline

There is not an estimated completion date.

- Deanna Pickett Frye will make every effort to complete the project on schedule, provided full access to the space is available. Please note that unpredictable weather conditions, including rain, can affect the timeline for exterior murals.
- Because this is a south-facing wall that receives full sun for most of the day, the artist will not attempt to complete the mural during the hottest months of summer in order to ensure safe working conditions and the highest quality results.
- Deanna will be unavailable May 15, 2026 through June 6, 2026.

Access to the project site

I will need full access while working at CASA

I will need access to water, electricity, and restrooms (if possible)

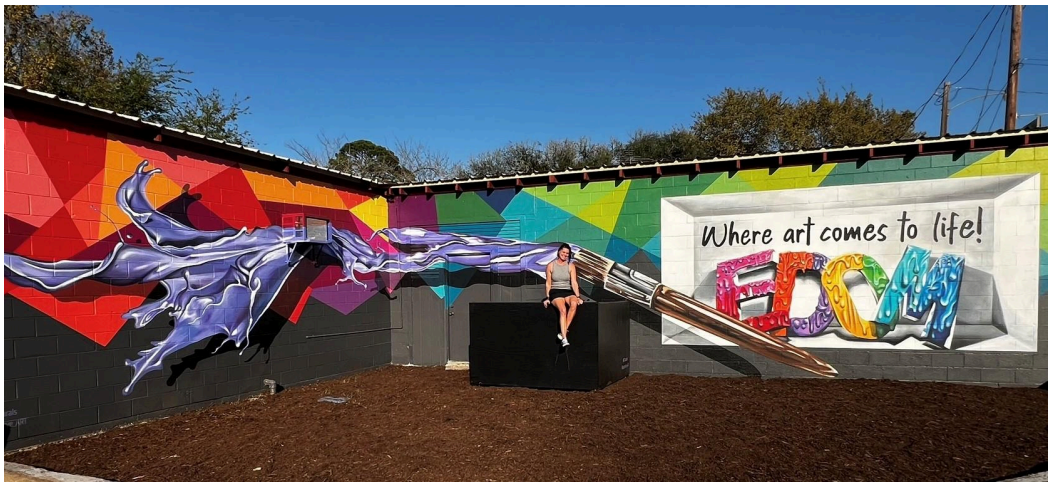
Copyrights and Licensing

Under this Agreement, the artist, Deanna Pickett Frye, owns rights to the design. No reproductions can be sold without the artist's permission.

Sample work

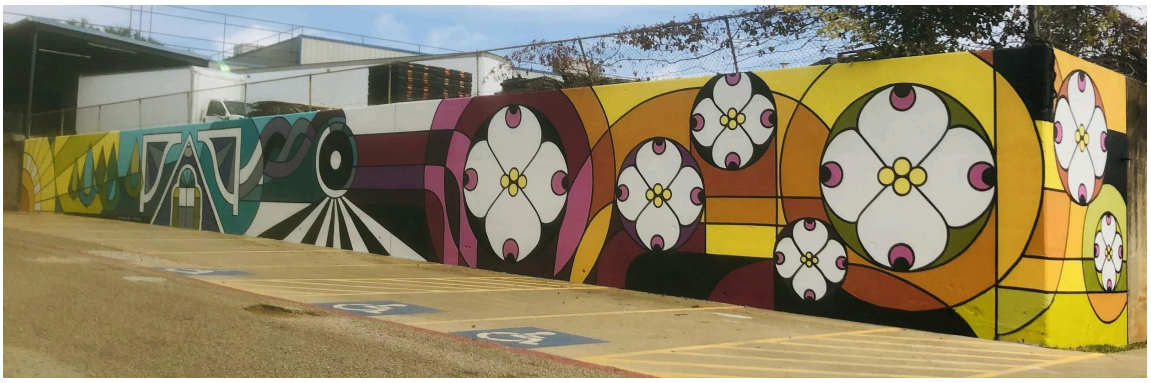
See sample large scale exterior murals below:


PALESTINE


Where art comes to life!




RISE
@CTXmurals







Contact Information

Contact information and checks payable to:

Deanna Frye

Address: 392 An County Road 422, Palestine, TX 75803

Office Phone: 903-724-1671

Email: deannapfrye@yahoo.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/02/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	PHONE (A/C, No, Ext): (855) 222-5919	FAX (A/C, No):
	E-MAIL ADDRESS: support@nextinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Next Insurance US Company	16285
INSURED Deanna Frye Deanna Pickett Frye 392 AN County Road 422 Palestine, TX 75803	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 604673270 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			NXTP7CXRCJ-00-GL	09/02/2022	09/02/2023	EACH OCCURRENCE	$1,000,000.00
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000.00
							MED EXP (Any one person)	$5,000.00
							PERSONAL & ADV INJURY	$1,000,000.00
							GENERAL AGGREGATE	$2,000,000.00
							PRODUCTS - COMP/OP AGG	$2,000,000.00
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance.

CERTIFICATE HOLDER

Deanna Frye
Deanna Pickett Frye
392 AN County Road 422
Palestine, TX 75803

LIVE CERTIFICATE

Click or scan to view

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Nepada Masonry Services

Specializing in Stone Work -Retaining Walls -Block -Brick

Nelson & David Garcia

Cell (903) 922-0266

4080 S. State Hwy 19
Palestine, Texas 75801

Job: CASA Trinity Valley Date: 1/20/26

Terms: Material + Labor Address: 603 N. Perry st Palestine

1. BID - Repair Concrete Wall + Flower Beds
2. Reinforce Retainning concrete wall
3. Build return corner wall
4. Rebuild 2 Flower bed to match stone
5. Stone front of Building 3' high

BID Material + Labor $14,000.—

PAID
FEB 11 2026
24621
BY: KB

Nelson Garcia Total: 14,000

Thank you for your business

Nepada Masonry Services

Specializing in Stone Work -Retaining Walls -Block -Brick

Nelson & David Garcia

Cell (903) 922-0266

4080 S. State Hwy 19
Palestine, Texas 75801

Job: CASA Trinity Valley

Date: 2/25/26

Terms: Material + Labor

Address: 603 N. Perry st Palestine

BID

1. Pour foundation
2. Cut out weep hole on existing foundation
3. Lay Stone on East side of Bldg.
4. Seal stone cap over wall to prevent rain water to go behind wall
5. Material and Labor $9,000.—

Total: 9,000.—

Nelson Garcia

Thank you for your business

Angela Hinojosa
casaangela@casaoftv.org
(903) 675-7070
603 N Perry St
Palestine, TX 75801

Proposal #	3492840
Proposal Date	10/21/2026
Proposal Amount	$6,761.29
Job Address	603 N Perry St Palestine, TX 75801

Lomax's Custom Painting
112 E Oak St
Palestine, TX 75801
Phone: (903) 320-5032

General Project Expectations & Notes

Thank you for trusting us with your property. At Lomax's Custom Painting, we Raise the Standard: we show up when we say we will, do it right the first time, and leave every project better than we found it.

1. Prep comes first. A great paint job starts long before the first coat. We clean, scrape, patch, caulk and mask properly so the finish lasts.

2. Premium materials. Sherwin-Williams or Benjamin Moore products, matched to your surfaces.

3. Your property is protected. Floors, furniture, landscaping and everything we're not painting is covered, and everything goes back where it belongs.

4. Clear communication. You'll know the schedule, what we're doing and why, and who to call, from estimate to final walkthrough.

5. Quality checked. Every job is inspected by an owner or crew lead before your final walkthrough.

6. Finished right. A final walkthrough together, prompt touch-ups, and a labeled touch-up container left with you.

Additional Notes:

- We'll walk the job with you before starting to confirm priorities, colors, and surface conditions.
- Final color selections should be made at least 3 **days before start** so we can order materials.
- All furniture, flooring, and fixtures will be carefully protected.
- Each day, our team will clean and organize the work area to respect your space.
- A full cleanup and final walk-through will take place upon completion.

Areas $

Entire Exterior Repaint

Area Note:
Scope: pressure wash, one primer coat on galvanized metal, and two topcoats on the whole exterior. Mural and artwork by others not included. Repairs beyond spot patching, pest treatment, interior and permits excluded. Price subject to on-site re-measure.

Item	Coats
Siding/ Stucco - Siding/Stucco SW Super Paint Exterior	2
Siding/ Stucco - Pressure Wash Power Wash Solution	1

Siding/ Stucco - Siding/Stucco
Sherwin Williams Pro Industrial DTM Acrylic

1

Subtotal	$6,761.29
Tax	$0.00
Total	**$6,761.29**

Proposal Summary

Areas Total	$6,761.29

Proposal Total **$6,761.29**

Terms and Conditions

Scope of Work
Work is limited to the items and quantities listed in the approved estimate. Any additions or changes must be authorized **in writing** via Change Order and may affect price and schedule.

Paint, Materials & Colors
Estimate includes labor, paint, and supplies unless stated otherwise. Final colors must be confirmed **3 business days before project start**. Color changes after materials are ordered or work begins may result in additional cost or delays.
All surfaces receive **two (2) finish coats** unless otherwise stated. Some bold or bright colors may require additional coats, billed as needed.

Work Standards
All work follows **PCA industry standards.**
Normal work hours are **8 AM – 5 PM, Monday through Friday**, unless otherwise arranged.

Customer Responsibilities

- Ensure jobsite is clean, accessible, and free of obstructions or other trades.
- Secure pets and valuables.
- Be available for the **final walkthrough** upon completion.

Unforeseen Conditions
If hidden issues are discovered (e.g., rot, rust, moisture, contamination), Lomax's Custom Painting will pause work and issue a **revised work order** for client approval before proceeding.

Clean-Up
All tools, materials, and debris will be removed at job completion. Work areas will be left neat and broom-clean.

Payment Terms

- **50% deposit** due to schedule project and purchase materials.
- **Remaining balance due upon completion** and final walkthrough.

Cancellations / Rescheduling
Jobs may be canceled within **3 business days** of acceptance by written notice to **contact@lomaxcustompainting.com**.

Photos & Marketing
Client grants permission for before/after photos for quality control and marketing unless requested otherwise in writing.

Warranty Notice
All workmanship is covered under Lomax's Custom Painting's 1**-Year Limited Warranty.**
The warranty covers workmanship and application defects only, not normal wear or environmental factors.

Sign And Date To Accept Proposal:

Customer Signature: Date:

DOWNTOWN GRANT PERFORMANCE AGREEMENT

This Downtown Grant Performance Agreement ("GRANT AGREEMENT") is executed by and between the Palestine Economic Development Corporation, a Texas Section 4B Economic Development Corporation ("PEDC"), whose address is 100 Willow Creek Pkwy. Suite A, Palestine, Texas 75801, and Court Appointed Special Advocates of Trinity Valley, Inc. ("APPLICANT"), a whose current address is 603 North Perry Street, Palestine, Texas 75801.

RECITALS

WHEREAS, the PEDC is an Economic Development Corporation, organized under the Texas Development Corporation Act of 1979, Article 5190.6, Section 4B of Vernon's Texas Civil Statutes, now Section 501 et seq. of the Texas Local Government Code (the Act), and authorized by the City of Palestine, Texas (City);

WHEREAS, the PEDC has adopted, and the City approved, a Downtown Grant Program ("GRANT PROGRAM");

WHEREAS, the APPLICANT submitted its Application dated March 20, 2026 for a Downtown Grant ("APPLICATION"); and

WHEREAS, the APPLICANT plans to make real property capital investments of **Thirty Thousand Seven Hundred Sixty-One Dollars and No Cents ($30,761.29)** for the purpose of exterior painting, exterior masonry work, and the creation of a mural at the owner-occupied business property of CASA of Trinity Valley located at 603 N. Perry St, Palestine, TX 75801 ("PROJECT"). PEDC has found that the proposed improvements of APPLICANT'S property will encourage economic development in the City and will add to the ad valorem tax rolls of the City and other local taxing entities, and the PEDC and City have approved a cash performance grant to APPLICANT that matches funds expended by APPLICANT not to exceed a grant of **Twenty-Three Thousand Seventy Dollars and Seventy-Five Cents ($23,070.97)** ("GRANT").

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

1. APPLICANT'S OBLIGATIONS

1.1. The GRANT PROGRAM, APPLICATION, and APPLICATION GRANT APPROVAL are incorporated herein by reference as if specifically set forth herein.

1.2. APPLICANT accepts such grant subject to PEDC and City approval.

1.3. APPLICANT recognizes that, pursuant to the terms and provisions of Texas law, this GRANT AGREEMENT will not be valid and binding on PEDC until it is approved by the City Council of the City of Palestine, Texas.

1.4. APPLICANT will secure completion of the improvements in compliance within its APPLICATION, the GRANT APPLICATION APPROVAL, and the GRANT PROGRAM before September 15, 2027.

1.5. APPLICANT will obtain all permits required by the CITY or otherwise required by other government authorities for the improvement project.

1.6. PEDC, by its designated representative, shall have the right to inspect during the construction of the improvements and, following APPLICANT'S notice of completion, to evaluate APPLICANT'S compliance with the APPLICATION, the GRANT APPLICATION APPROVAL, and the GRANT PROGRAM.

2. FUNDING

2.1. APPLICANT shall provide PEDC with written notification of project completion by certified mail, return receipt requested, stating that all improvements have been completed in accordance with the APPLICATION and GRANT APPLICATION APPROVAL and GRANT PROGRAM, and that full payments have been made for all labor and materials with attached payment receipts for materials and labor, required permits, inspection reports, and project photographs.

2.2. Upon PEDC'S receipt of APPLICANT'S notification of completion, an on-site inspection may be made by a representative or representatives of PEDC. Such inspection shall not be considered in any way as a reflection of PEDC'S approval on the quality, safety, or reliability of the improvements, such being the sole responsibility of APPLICANT.

2.3. Following on-site inspection, PEDC will review the findings and may request additional information if needed and then either notify the APPLICANT of compliance or identify items of non-compliance. APPLICANT shall correct the items of non-compliance within thirty (30) days of notice thereof or this GRANT AGREEMENT shall be immediately cancelled and the APPLICANT shall immediately refund of all grant monies received to date, if any.

2.4. Upon the PEDC board of directors making a finding of completion of the project, as per the terms of the APPLICATION, the GRANT APPLICATION APPROVAL and the GRANT AGREEMENT, payment of the total grant award will be made.

3. REPRESENTATION AND WARRANTIES

APPLICANT represents and warrants to PEDC that:

3.1. APPLICANT has the power and authority, corporate or otherwise, to conduct its business and to perform all of its obligations under this GRANT AGREEMENT.

3.2. APPLICANT'S execution, delivery, and performance of this GRANT AGREEMENT has been duly authorized by all necessary action, corporate or otherwise, and does not and will not violate any provision of any existing law, rule, regulation, contract, or lien by which APPLICANT or its property or assets is bound or affected.

3.3. To the best of APPLICANT'S knowledge neither it, nor any division, branch, subsidiary, or related agency of the APPLICANT, is a party to any administrative or legal proceeding that is active or threatened against the APPLICANT or APPLICANT'S officers which may result in any material adverse change in APPLICANT'S business operations or assets which may be the subject of this GRANT AGREEMENT.

3.4. APPLICANT represents and warrants that they are not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Government Code.

3.5. Information, documentation, and other material in connection with the GRANT AGREEMENT may be subject to public disclosure pursuant to Chapter 552 of the Government Code **(the "Public Information Act")**. To the extent, if any, that any provision of the Agreement is in conflict with the Public Information Act, such provision shall be void and have no force or effect.

In accordance with Section 2252.907 of the Government Code, APPLICANT is required to make any information created or exchanged with the PEDC pursuant to the GRANT AGREEMENT, regardless of contrary provisions contained herein, and not otherwise excepted from disclosure under the Public Information Act, available in a format that is accessible by the public at no additional charge to the PEDC.

3.6. ***No Indemnification by the PEDC.*** APPLICANT and the PEDC expressly acknowledge that the PEDC'S authority to indemnify and hold harmless any third party is governed by Article XI, Section 7, of the Texas Constitution and any provision that purports to require indemnification by the PEDC is invalid. Nothing in this GRANT AGREEMENT requires that the PEDC incur debt, assess or collect funds, or create a sinking fund.

3.7. APPLICANT is aware of the limitations imposed on this GRANT and the use of funds by law and acknowledges that the funds herein granted shall be utilized solely for purposes authorized under law and by the terms of this GRANT AGREEMENT. In the event that an audit determines that the financial incentives granted under this GRANT AGREEMENT were not used for proper purposes, APPLICANT agrees to reimburse PEDC for the sums of money spent for purposes not authorized by law or this GRANT AGREEMENT, with interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever 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 City) as its prime or base commercial lending rate. The payment of interest shall be from the date that the money was spent for purposes not authorized by law or this GRANT AGREEMENT.

3.8. APPLICANT does not and will not knowingly employ an undocumented worker, as that term is defined by Tex. Gov't. Code Sec. 2264.001, directly or indirectly through a contractor or subcontractor. If, after receiving the funds herein granted, APPLICANT is convicted of a violation under 8 U.S.C. § 1324a(t), APPLICANT shall repay the amount of the grant paid by PEDC to APPLICANT with interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever 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 City) as its prime or base commercial lending rate. The payment of interest shall be, no later than 120 days after the date that APPLICANT receives notification of such a violation.

3.9. APPLICANT shall fully comply with all local, state and federal laws applicable or otherwise implicated by APPLICANT'S receipt of funds under this GRANT PROGRAM, which includes but is not limited to APPLICANT'S compliance with Title VII, Civil Rights Act of 1964, as amended, the Texas Labor Code, the Drug Free Workplace Act of 1988, and the Americans with Disabilities Act, as well as APPLICANT'S refraining from discrimination of persons based on race, color, religion, sex (including pregnancy, childbirth, and related medical conditions; sexual orientation), national origin, disability, age, citizenship status, genetic information, political affiliation or participation in civil rights activities. Furthermore, while the City of Palestine fully supports the exercise of freedom of speech, the City of Palestine will not financially support or fund projects that incorporate or promote ideas of hate or which are intended to vilify, humiliate, or incite hatred against a group or a class of persons on the basis of race, religion, skin color, sexual identity, gender identity, ethnicity, disability or national origin.

3.10. APPLICANT will use all commercially reasonable efforts to continue operations in Palestine, Anderson County, Texas.

3.11. APPLICANT shall timely pay all ad valorem taxes due and owed by it to the CITY and all other taxing authorities having jurisdiction over the APPLICANT'S property. APPLICANT shall also timely pay any and all water and sewer bills owed to the CITY. In addition, APPLICANT shall timely pay all employment, income, franchise, and other taxes owed by it to all local, state, and federal government entities.

3.12. APPLICANT shall properly notify the Anderson County Appraisal District of all capital improvements, personal property, and equipment and shall list the City of Palestine as the taxable situs of all capital improvements, personal property, and equipment located on the property.

3.13. If APPLICANT'S operations, past or present, cause the CITY or PEDC to be fined by any governmental entity, this AGREEMENT shall terminate immediately and the PEDC will have no further obligations under this GRANT AGREEMENT and APPLICANT shall immediately repay the CITY or PEDC for such fines, penalties, and expenses within thirty (30) days.

3.14. If the business property, that being 603 N. Perry St., Palestine, Texas 75801, is sold, conveyed, or utilized for a purpose not originally intended by the GRANT APPLICATION

within two years of grant funding being awarded to APPLICANT, APPLICANT shall be required to reimburse the PEDC immediately for the full amount of the grant.

4. REMEDIES

4.1. Upon default, the non-defaulting party shall have the right to seek any remedy available in law or equity including, termination of this GRANT AGREEMENT, recovery of GRANT funds, and pre-judgment and post-judgment interest at the rate provided by law or as otherwise provided by this GRANT AGREEMENT (whichever is greater).

4.2 **Attorney's Fees.** Except as otherwise expressly provided herein, each party shall bear its own costs and attorney's fees in connection with this Agreement, including any dispute relating thereto.

5. MISCELLANEOUS PROVISIONS

5.1. All representations, warranties, covenants, and agreements, as well as rights and benefits for the parties to this GRANT AGREEMENT shall survive the payment of grant funds to APPLICANT.

5.2. This GRANT AGREEMENT may not be assigned by APPLICANT without the prior written consent of PEDC. No such assignment shall relieve APPLICANT of any of its obligations under this GRANT AGREEMENT.

5.3. The GRANT AGREEMENT may not be amended, modified, altered, or changed unless in writing, signed by both parties to this GRANT AGREEMENT and approved by the City of Palestine.

5.4. **APPLICANT SHALL INDEMNIFY AND HOLD THE PEDC, ITS EMPLOYEES, AND ITS AGENTS HARMLESS FOR ANY DAMAGES, BOTH PERSONAL AND PROPERTY, WHICH MAY RESULT DIRECTLY OR INDIRECTLY FROM ANY INCIDENT ASSOCIATED WITH PROJECT BOTH DURING AND AFTER CONSTRUCTION, AND THAT PEDC, ITS EMPLOYEES, AND ITS AGENTS SHALL NOT BE LIABLE FOR ANY DEBTS INCURRED IN ASSOCIATION WITH THE EXECUTION AND COMPLETION OF THE SUBJECT PROJECT OF THIS APPLICATION.**

PEDC, ITS EMPLOYEES, AND ITS AGENTS, DO NOT ATTEST TO THE QUALITY, SAFETY, OR CONSTRUCTION OF A PROJECT ELIGIBLE FOR, OR RECEIVING GRANT FUNDING. THEREFORE, PEDC, ITS EMPLOYEES AND AGENTS SHALL BE HELD HARMLESS BY THE APPLICANT FOR ANY PROJECT WHOSE APPLICATION HAS BEEN APPROVED OR HAS RECEIVED ACTUAL GRANT FUNDING.

5.5. **Severability.** In the event of any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporations, or circumstance, shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity, or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the application, validity, or constitutionality of the remaining parts of this Agreement shall not be affected thereby.

5.6. This GRANT AGREEMENT shall be binding upon an inure to the benefit of the parties and their respective heirs, administrators, and assigns.

5.7. No failure or delay on the part of the PEDC in exercising any right, power, or exercise hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No notice to or demand on APPLICANT in any case shall entitle APPLICANT to any other or further notice or demand in similar or other circumstances.

5.8. All notices, consents, requests, demands, and other communication hereunder shall be in writing and shall be deemed to have been duly given to the party hereto if mailed by certified mail, prepaid, to the APPLICANT'S address shown above as first written.

5.9. Time is of the essence of this agreement.

5.10. Neither party will be liable for delays or failure in its performance hereunder to the extent that such delay or failure is caused by acts of God, war, terrorism, or threats of terrorism, natural disaster, strike, lockout, labor dispute, work stoppage, fire, third-party criminal act, quarantine restriction, epidemic, pandemic, act of government, or other events outside of the reasonable control of a party (a "Force Majeure Event"); provided that the delayed party took reasonable precaution to prevent the impact of the Force Majeure Event.

5.11. This GRANT AGREEMENT shall be deemed a contract made under the laws of the State of Texas and for all purposes shall be construed in accordance with the Laws of said State. The venue shall be in Anderson County, Texas.

5.12. The providing of this GRANT AGREEMENT by PEDC to APPLICANT by any means of delivery constitutes an offer by PEDC to APPLICANT to accept this GRANT AGREEMENT on the terms and conditions contained therein, subject to approval by the City of Palestine City Council. If APPLICANT has not accepted the offer by ninety (90) days from the date approved by the City Council of the City of Palestine, Texas, the offer will lapse, and the offer and this GRANT AGREEMENT shall become null and void.

6. TERM

6.1. This GRANT AGREEMENT shall be effective on the date of the last signature below. The GRANT AGREEMENT shall terminate one year from the date that the PEDC board of directors

makes a finding of completion of the project pursuant to Section 2.5 of this GRANT AGREEMENT or earlier as otherwise terminated according to the provisions of this GRANT AGREEMENT.

AGREED and **SIGNED** to be effective as of the Effective Date.

For the Applicant(s):
Court Appointed Special Advocates of Trinity Valley, Inc.

By _____ Date _____
Angela Hinojosa, Director of Development

For the PEDC:
Palestine Economic Development Corporation

By_____ Date _____
Dan Bochsler, Board President

APPROVED:
City of Palestine, Texas

By _____ Date _____
Mitchell Jordan, Mayor

Agenda Date:	11/10/2026
To:	Palestine Economic Development Corporation
From:	Melissa Temple, EDC Administrative Assistant
Agenda Item:	Presentation regarding a Downtown Grant Application and Performance Agreement with Link Bratton Building, LLC.

SUMMARY:

Presentation regarding a Downtown Grant Application and Performance Agreement with Link Bratton Building, LLC. for the property located at 105 West Oak Street.

RECOMMENDED ACTION:

No action required.

Attachments

Link Bratton Building, LLC. Downtown Grant Application
Deed
UPS Store Bid
UPS Store Bid #2
Electrical Panel Bid
Everbrite Signage Bid
Good Measure Contractor Bid
Lowe's Flooring Supplies Bid
Shaw Integrated Solutions Bid
Shane Services Electrical Panel Bid
Print Barn Signage Bid
Shan Solutions Finishout Bid
Downtown Grant Performance Agreement Link Bratton Building, LLC.

APPLICATION TO PALESTINE ECONOMIC DEVELOPMENT CORPORATION
DOWNTOWN GRANT PROGRAM

1. Applicant/Applicants name(s): Kevin Fuhr: Link Bratton Building LLC
2. Type of grant(s) being requested:
   ☑ Small Business Owner-Occupied
   ☐ Investor-Owned/Third-Party Leased
3. Is the property in the Palestine Main Street Overlay District? ☑ Yes ☐ No
   (Properties must be in the Main Street Overlay District to qualify for the PEDC Downtown Grant.)
4. Is the property in the Palestine Historic Overlay District? ☑ Yes ☐ No
5. What is the Zoning for the property? ☑ CBD ☐ MUN ☐ RC ☐ I
   ☐ HC ☐ MHP ☐ MR ☐ RE ☐ SR ☐ UR
6. Is the property in the National Register's Palestine New Town Commercial Historic District? ☑ Yes ☐ No
7. Is it a Contributing property? ☑ Yes ☐ No
8. Is the property individually listed on the National Register of Historic Places? ☐ Yes ☑ No
9. Is the property a designated Palestine Historical Landmark? ☑ Yes ☐ No
10. Does this project contribute to the Rehabilitation or Stabilization of a Vacant or Blighted Building?
    ☑ Yes ☐ No
11. Current occupancy type B Occupancy type upon project completion B
12. Please provide the total square footage of the property: 16023 sq ft
13. Is this a mixed-use (commercial & residential) property?
    ☑ Yes ☐ No
14. If so, please provide a breakdown of the square footage of the property based on current use:

Commercial: 11967 sq ft

Residential: 4056 sq ft

15. No. of Stories: 2
16. Proposed scope of work (Check all that apply):

Façade/Exterior Walls: ☐ TOTAL/MAJOR RESTORATION or ☑ PARTIAL RESTORATION OR MAINTENANCE

Including: ☐ Slipcover Removal ☑ Door(s) ☑ Window(s) ☑ Brick/Mortar ☐ Awning
☑ Weatherproofing/Sealing ☑ Power Wash/Cleaning ☑ Trim Paint ☑ Wall Paint*
☐ Other_____

Critical Building Components: ☑ REPLACEMENT OR MAJOR REPAIR or ☐ MINOR REPAIR OR MAINTENANCE

Including: ☐ Foundation ☐ Exterior Wall System ☐ Roof
☐ Plumbing ☐ Gas System ☑ Electrical ☐ Air Conditioning/Heat

☐ Other_____

Other Building Components: ☐ NEW INSTALLATION or ☐ MAJOR REPAIR OR REPLACEMENT

Including: ☐ Awning/Canopy (no signage) ☐ Grease Trap ☐ Dumpster Enclosure

☐ Fire Protection/Suppression ☐ Elevator/Lift (for any use) ☐ Ramp/Stairs

☐ Other_____

TAS Accessibility Upgrades:

☐ Removal of Architectural Barriers to provide accessible routes throughout buildings and facilities by replacement or modification to items such as doors, doorways, gates, ramps, curb ramps, elevators, platform lifts, etc.

☑ Provision of Communication and Signage that conveys information or instructions that is accessible and usable by people with disabilities, especially those with visual or hearing impairments. Examples include fire alarm systems with specified visual and tonal signals, signs with Braille and raised letters, assistive listening systems, etc.

☑ Renovation of Facilities and Amenities to include elements and features that provide services or convenience to users or visitors with disabilities, especially those with mobility or dexterity impairments. Examples include kitchens, kitchenettes, sinks, toilet facilities, bathing facilities, washing machines, clothes dryers, drinking fountains, dining surfaces, work surfaces, storage, etc.

☑ Technology and Digital Accessibility Upgrades to elements and features of buildings and facilities that involve the use of electronic devices or systems to access information or services. Examples of technology and digital accessibility include fire alarm systems, telephones, assistive listening systems, automatic teller machines (ATMs), fare machines, two-way communication systems, etc.

☑ Other Modifications to the design, installation, and operation of elements and features to be accessible and usable by people with disabilities, especially those with specific or unique needs or preferences, such as a clear floor or ground space, reach ranges, operable parts, seats, etc. Examples include windows, amusement rides, exercise machines and equipment, miniature golf facilities, play areas, saunas and steam rooms, swimming pools, wading pools, and spas.

Business/Property Signage: ☑ NEW SIGN/SIGNAGE PACKAGE or ☐ RESTORATION OF A HISTORIC SIGN

17. Business name, if applicable The UPS Store
18. Mailing address 105 W Oak Street
19. Applicants contact Information.
    a. Phone 903-922-2605
    b. Fax _____
    c. Email krf572@gmail.com
20. Physical address of property for which grant is being requested.
    105 W Oak Street

21. This business is a

☐ Sole proprietorship

☐ Partnership

☐ Corporation

☑ Other Limited Liability Company

Please provide applicable business documentation such as DBA, Partnership Agreement, Corporate Charter, etc.…

22. Please provide a brief description of business activity.

The UPS Store provides packing and shipping, printing and copying, mailbox rentals, and related business services to local residents and businesses.

23. Is this property owned or leased by Applicant?

☑ Owned, please provide proof of ownership.

☐ Leased, please provide a copy of the lease agreement.

Name of Lessor _____

Address of Lessor _____

Lessor Contact: phone _____ email_____

24. Date business established in Palestine, TX, if applicable _____
25. Number of employees, if applicable 1 Number of new employees, if applicable 5
26. Please provide a description of the proposed project: (please attached detailed costs estimates)

Remodel an existing commercial space for The UPS Store, including painting, lighting and electrical upgrades, ADA accessibility improvements, data cabling, installation of shelving and fixtures, front facade restoration, and new signage.

A. Please provide any additional information which would further help describe this project, including paint color and chips, photographs, rendering of design, specifications and other material to describe your project:

Remodel the store to meet The UPS Store's Laser Lite design standards and specifications.

27. Amount of grant funds requested 43,900
    (Total possible funding per grant application is $75,000 maximum)
28. Total projected cost of project $320,000
29. Estimated start date of project Dec 2026
30. Estimated completion date of project Feb 2026
31. Please attach photos of existing conditions.
32. Please provide any additional information you believe to be important concerning this grant application.
33. I (we) the undersigned do hereby acknowledge, certify, and agree:

A. Prior to the submission of this application, a copy of the Palestine Economic Development Corporation Downtown Grant Program Guidelines has been obtained, reviewed, and clearly understood and is incorporated as part of the Application.

B. The submission of this Application does not create any property, contract or other legal rights in any person or entity that obligates the PEDC to provide grant funding.

C. Applicant certifies that it, the company, its branches, divisions and departments do not and will not knowingly employ an "undocumented worker" as that term is defined by the Program Guidelines. Applicant will repay the total amount of the grant amounts received with interest if the company is convicted of a violation under 8 U.S.C. Section 1324a. Repayment will be due no later than the 120th day after the date PEDC notifies the Applicant of the violation or as otherwise provided in the Grant Agreement.

D. Improvements will not commence prior to having received written approval for a grant from PEDC, execution of a Grant Agreement and approval of the City of Palestine City Council.

E. Applicant(s) do not currently have outstanding or otherwise delinquent financial obligations to PEDC or the City of Palestine such as liens, court fines, city utility bills, sales tax or property taxes. Further, applicant is not currently a party to a pending or active lawsuit against PEDC or the City of Palestine.

F. Applicant(s) must obtain all applicable permits related to the improvement project prior to commencement.

G. Applicant(s) certify that all attached estimates have been obtained from independent, qualified contractors, who are in no way affiliated or related to the applicant or competing bidder.

H. This Application and all statements therein are true and correct, and it is executed under penalties of perjury.

Signed this the 22 day of October, 2026

Applicant Kevin Fuhr Applicant _____

[TO BE COMPLETED BY DEVELOPMENT SERVICES]

Based on the project information provided with this application and the research documented above, at a minimum the project will require the following from Development Services:

_____ No further municipal approvals

_____ Pre-Development Meeting - Recommended Date Scheduled_____

_____ Certificate of Appropriateness from HLC Date Received_____

_____ Historic Landmark Commission (HLC) Hearing Date Scheduled_____

_____ Sign Permit Application

_____ Main Street Advisory Board Review Date Scheduled_____

_____ Specific Use Permit Application

_____ Zoning Change Application

_____ Planning & Zoning Commission Hearing Date Scheduled_____

_____ City Council Meeting to Approve Specific Use Permit Date Scheduled_____

_____ Procedure for Commercial New Construction and Additions with Building Permit
(Refer to checklist from Development Services for complete list of documents required)

_____ Procedure for Commercial Remodels and Repairs with Building Permit
(Refer to checklist from Development Services for complete list of documents required)

_____ Multi-Trade Subcontractor Permit Application

_____ Water and Sewer Tap Application

_____ Health Department Plan Review and Inspection

_____ Fire Inspection

_____ Public Works & Utilities Inspection

_____ Building Inspection

_____ Clean and Show Application

_____ Certificate of Occupancy Application

Approval of HPO or Interim Director of Development Services:

_____ Date: _____

Approval of Mainstreet District Coordinator:

_____ Date: _____

Applicant Signature: _____ Date: 10/22/26

Note: Any changes to the project scope after the date indicated above will require review by the HPO or Director of Development Services!

SPECIAL WARRANTY DEED
[101 W. Oak Street]
Commonwealth GF# 2200502500039

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

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF ANDERSON §

That **Little Pioneer School, LLC** ("Grantor"), for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration paid by **Link-Bratton Building, LLC, a Texas limited liability company** ("Grantee"), whose address is P.O. Box 2945, Palestine, TX 75802, the receipt of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto Grantee, all of the real property situated in Anderson County, Texas, described in the attached **Exhibit "A"**, together with all improvements attached thereto (collectively, the "Property"), subject to (i) all easements, restrictions, covenants, agreements, liens, encumbrances and all other matters of record and remaining in effect; (ii) rights of parties in possession; (iii) all visible and apparent easements and all underground easements, the existence of which may arise by unrecorded grant or use; and (iv) any discrepancies, conflicts or shortages in area or boundary lines, or any encroachments, or any overlapping of improvements.

TO HAVE AND TO HOLD the Property, subject to those matters described above, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee and Grantee's heirs, executors, administrators and assigns forever; and Grantor do hereby bind Grantor and Grantor's heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Property unto Grantee and Grantee's heirs, executors, administrators and assigns, against every person whomsoever lawfully claiming or to claim the Property or any part thereof, by, through or under Grantor, but not otherwise.

Grantee hereby expressly assumes and agrees to pay all standby fees and taxes for the year 2025 and subsequent years, and subsequent assessments for prior years due to changes in land usage or ownership.

This Special Warranty Deed may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

EXECUTED as of the 8 day of July 2025.

Grantor:

Little Pioneer School, LLC,
a Texas limited liability company

By: _____
Nicole Fuhr, Managing Member

By: _____
Kevin Fuhr, Managing Member

THE STATE OF TEXAS §
§
COUNTY OF Anderson §

The foregoing instrument was acknowledged before me on this 8 day of July 2025, by Nicole Fuhr and Kevin Kuhr, as Managing Members of Little Pioneer School, LLC, a Texas limited liability company.

DAVID L SKINNER
Notary ID #133664685
My Commission Expires
March 23, 2026

_____
Notary Public, State of Texas

After Recording Return To:
Link-Bratton Building, LLC
~~P.O. Box 2945~~ 205 W. crawford ST
Palestine, TX 75802

The UPS Store® - Laser Lite
Bid Estimate Form

Center Information

Center Number:	8262
SQ. Footage:	1462
Center Address:	105 W OAK ST
City, State, Zip:	PALESTINE, TX 75801
Franchisee Name:	KEVIN FUHR
Area ID:	
AF or RC:	
Const. Coordinator:	EDDIE RAGSDALE
Project Type:	New

Contractor Information

Company Name:	GOOD MEASURE CONSTRUCTION SERVICES, LLC
Address:	1024 COTTON EXCHANGE DR
City, State, Zip:	SAVANNAH, TX 76266
Contact:	JOHN ROBERTS
Contact Email:	JOHN@GOODMEASURECONSTRUCTIONTX.COM
Contact Phone:	469-408-2344
Bid Date:	7/8/2026
Landlord Name:	
Landlord Phone:	
Did you visit site in person?	NO
Did you confirm design measurements match site?	SELECT ONE

Operating While Under Construction

REMODELS ONLY: Please review with the Franchisee during the bidding process for how they will operate the store during construction and select one of the two options. — SELECT ONE

Category	Item and/or Activity	Bid	Actual	Comments
	Vanilla Shell / Preparation			
Demolition	Dumpster Cost and Permit	$900.00	$0.00	
	Additional Demolition Requirements: (note in comments type of demo)	$0.00	$0.00	
	Category total	**$900.00**	**$0.00**	
Electrical	New Panel (if required per code/requirement)	$0.00	$0.00	
	Outlets / Receptacles	$6,370.00	$0.00	
	Light Switches/Timer/Photocell	$0.00	$0.00	
	Sign Circuit, Timer, Electric (if not existing)	$0.00	$0.00	
	Upgrade Panel - Relocation	$0.00	$0.00	
	Relocate Outlets & Switches (where required, review electrical page on spec)	$0.00	$0.00	
	Keyless Entry / Low Voltage	$0.00	$0.00	
	Additional Electrical Requirements	$0.00	$0.00	
	Category total	**$6,370.00**	**$0.00**	
Data	Cat 5/6 Cabling (16 to 19 lines)	$1,860.00	$0.00	
	Data Boxes (patch panel & labeling)	$0.00	$0.00	
	Networking (to patch panel)	$0.00	$0.00	
	Additional Data Requirements	$0.00	$0.00	
	Category total	**$1,860.00**	**$0.00**	
Phone	Phone Jacks (3) required: consult, fax, and manager's desk	$720.00	$0.00	
	Additional Phone Requirements	$0.00	$0.00	
	Category total	**$720.00**	**$0.00**	
HVAC	New System	$0.00	$0.00	
	Relo Thermostat (where required)	$250.00	$0.00	
	Upgrade Existing	$0.00	$0.00	
	Add or Relocate Registers / Returns	$0.00	$0.00	
	Additional HVAC Requirements	$0.00	$0.00	
	Category total	**$250.00**	**$0.00**	
Fire & Safety	New System	$0.00	$0.00	
	Relocate Existing Heads (pending ceiling plan placement, follow up with PM for changes)	$0.00	$0.00	
	Additional Requirements	$175.00	$0.00	Fire Extinguisher
	Category total	**$175.00**	**$0.00**	
Restroom	New	$0.00	$0.00	
	Modify Existing	$0.00	$0.00	
	Addition of Mop Sink, Drinking Fountain	$0.00	$0.00	
	Additional Requirements	$0.00	$0.00	
	Category total	**$0.00**	**$0.00**	

REMODELS ONLY: Please review with the Franchisee during the bidding process for how they will operate the store during construction and select one of the two options.				SELECT ONE
Carpentry	New Demising Walls	$0.00	$0.00	
	Patch & Repair Drywall	$800.00	$0.00	Patch after electrical drops are done
	Additional Requirements	$0.00	$0.00	
	Category total	**$800.00**	**$0.00**	
Ceiling	New Grid / Modifications (when applicable)	$0.00	$0.00	
	New Tiles (Armstrong Dune, Mineral Fiber ceiling tiles, suspended)	$0.00	$0.00	
	Additional Requirements	$0.00	$0.00	
	Category total	**$0.00**	**$0.00**	
Lighting	New 2 X 2 - 2x4 Lights (locally materials sourcing, must be approved by PM prior to purchase)	$0.00	$0.00	
	Installation Cost	$0.00	$0.00	
	Re-Lamping Light Fixtures	$0.00	$0.00	
	Additional Requirements	$0.00	$0.00	
	Category total	**$0.00**	**$0.00**	
Entry	New Store Front	$0.00	$0.00	
	Add or Relocate Store Window(s)	$0.00	$0.00	
	Magnetic Lock Required w/ Keyless Entry	$0.00	$0.00	
	Door Locks or Handles	$0.00	$0.00	
	Alarm Systems	$0.00	$0.00	
	Additional Requirements	$0.00	$0.00	
	Category total	**$0.00**	**$0.00**	
Painting	Painting (including restroom)	$3,900.00	$0.00	INCLUDES TAPE AND BED UNDER STAIRS
	Additional Requirements	$0.00	$0.00	
	Category total	**$3,900.00**	**$0.00**	
Miscellaneous	Miscellaneous	$0.00	$0.00	
	Category total	**$0.00**	**$0.00**	
	Vanilla Shell Preparation Sub-total	$14,975.00	$0.00	
	Installation / General Construction			
Cabinetry installation	Cabinetry Installation Only	$8,400.00	$0.00	
	Labor to unload truck (report damage/missing items immediately to PM)	$700.00	$0.00	
	Additional Misc. Items	$0.00	$0.00	
	Category total	**$9,100.00**	**$0.00**	
Ceiling	Digital Monitor Header Installation	$0.00	$0.00	
	Category total	**$0.00**	**$0.00**	
Lighting	Lighting Fixtures (provided by vendor)	$0.00	$0.00	
	Category total	**$0.00**	**$0.00**	
Entry	Installing Keyless Entry System	$0.00	$0.00	
	Category total	**$0.00**	**$0.00**	
Security Gate	Gate Header Construction	$0.00	$0.00	
	Gate Installation (provided by vendor)	N/A	$0.00	
	Category total	**$0.00**	**$0.00**	
Interior Graphics	Graphics Installation (by GC)	$1,500.00	$0.00	
	Graphics Installation (by Vendor)	N/A	$0.00	
	Category total	**$1,500.00**	**$0.00**	
Luxury Vinyl Tile (Materials provided by other)	LVT - Installation Only	$4,800.00	$0.00	
	Self Leveling (if required, include cost)	$1,600.00	$0.00	
	Moisture test (if required, include cost)	$0.00	$0.00	
	Cove Base - Installation Only	$400.00	$0.00	
	Category total	**$6,800.00**	**$0.00**	
Conventional Framing	Partitions (add linear ft. in comments)	$0.00	$0.00	
	Gate Pocket	$0.00	$0.00	
	Furr-out Drywall	$700.00	$0.00	DRYWALL UNDER STAIRS
	Additional Requirements	$0.00	$0.00	
	Category total	**$700.00**	**$0.00**	
Trash / Clean up - Area Preparation	Trash / Clean Up	$900.00	$0.00	
	Category total	**$900.00**	**$0.00**	
Job site material & labor	Job Site Material & Labor	$2,300.00	$0.00	
	Category total	**$2,300.00**	**$0.00**	
Permitting	Plan Submission to Building Department	$336.00	$0.00	PER DDR
	Permit and Pickup Fee (COA Project TUPSS INC to bill for Permit submission)	$0.00	$0.00	
	Architect's Fee (AF ONLY)(TUPSS, Inc. to bill Franchisee Separate)	$0.00	$0.00	
	Category total	**$336.00**	**$0.00**	
Contractor Overhead & Profit	Contractor Overhead	$4,920.00	$0.00	
	Category total	**$4,920.00**	**$0.00**	
Miscellaneous	Miscellaneous	$0.00	$0.00	
	Category total	**$0.00**	**$0.00**	
	Installation / General Construction Sub-total	$26,556.00	$0.00	

REMODELS ONLY: Please review with the Franchisee during the bidding process for how they will operate the store during construction and select one of the two options.				SELECT ONE
Miscellaneous				
Miscellaneous	Miscellaneous	$0.00	$0.00	
	Category total	**$0.00**	**$0.00**	
	Miscellaneous Sub-total	$0.00	$0.00	
Totals				
	Grand Total	**$41,531.00**	**$0.00**	
	Price per Square foot	$ 28.41	$	

TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

Alternate bid	*Asbestos Survey*
Add/deduct	*$ 750.00*
Revised Sum	*$42,281.00*

Construction time estimate will be considered in evaluation for bid proposals

Application for Permit/Permit timeframe		**calendar days**
Architectural drawing timeframe		**calendar days**
Build-out prior to fixture delivery		**calendar days**
Build-out after fixture delivery		**calendar days**

Revised 3/20/2025

This bid and the dollar amount listed is an ESTIMATE ONLY and subject to change. Any change orders requiring an approved must be completed in advance in writing to the Project manager on TUPSS Change Order agreed upon by Franchisee and General Contractor.
This bid is valid for review and acceptance/rejection for 45 days from receipt.
If no decision is made in the designated timeframe prices and General Contractor availability are subject to change and could cause additional delays to this project.

Franchisee/Area Franchisee: By signing below the Franchisee/Area Franchisee is accepting this General Contractor and bid for Build-out of their center. Unless otherwise written contractual agreement is with the contractor, 90% of payment is due in advance for the project to begin and 10% at completion and sign off on the punchlist.

General Contractor: I fully understand that I am to build this job to TUPSS specifications and that if I deviate from the plans and it results in any change orders not approved in advanced by TUPSS Project Manager and Franchisee, I will be the party responsible and will need to make corrections at my own expense or pay for the change order.

Contractor Signature: _____ Date: _____

Franchisee Signature: _____ Date: _____

Area Franchisee Signature: _____ Date: _____

THE UPS STORE®
Laser Lite Bid Estimate Form

This document is a bid estimate only, and pricing is subject to change based on final construction documents/onsite conditions/inspections, etc. The bid estimate is valid for 30 days.

Center Information

Center Number:	8262
SQ. Footage:	1462
Center Address:	105 W Oak Street
City, State, Zip:	Palestine, Tx 75801
Franchisee Name:	Kevin Fuhr
Area ID:	
AF or RC:	
onst. Coordinator:	
Project Type:	New

Contractor Information

Company Name:	Shane Services
Address:	22591 Ford Rd #26
City, State, Zip:	Porter, TX 77365
Contact:	Shane Sphaler
Contact Email:	Shaneservices@yahoo.com
Contact Phone:	832-322-1190
Bid Date:	
Landlord Name:	
Landlord Phone:	
Did you visit site in person?	YES
Did you confirm design measurements match site?	NO

Operating While Under Construction

REMODELS ONLY: Please review with the Franchisee during the bidding process for how they will operate the store during construction and select one of the two options. — **SELECT ONE**

Category	Item and/or Activity	Bid	Actual	Comments
	Vanilla Shell / Preparation			
Demolition	Dumpster Cost and Permit	$850.00	$0.00	No dumpster on site - will haul off trash daily
	Additional Demolition Requirements: (note in comments type of demo)	$0.00	$0.00	
	Category total	**$850.00**	**$0.00**	
Electrical	New Panel (if required per code/requirement)		$0.00	
	Outlets / Receptacles	$2,500.00	$0.00	
	Light Switches/Timer/Photocell		$0.00	
	Sign Circuit, Timer, Electric (if not existing)	$650.00	$0.00	
	Upgrade Panel - Relocation	$0.00	$0.00	
	Relocate Outlets & Switches (where required, review electrical page on spec)	$0.00	$0.00	
	Keyless Entry / Low Voltage	$0.00	$0.00	
	Additional Electrical Requirements		$0.00	
	Category total	**$3,150.00**	**$0.00**	
Data	Cat 5/6 Cabling (16 to 19 lines)	$2,500.00	$0.00	
	Data Boxes (patch panel & labeling)	$0.00	$0.00	
	Networking (to patch panel)	$0.00	$0.00	
	Additional Data Requirements	$0.00	$0.00	
	Category total	**$2,500.00**	**$0.00**	
Phone	Phone Jacks (3) required: consult, fax, and manager's desk	$250.00	$0.00	
	Additional Phone Requirements	$0.00	$0.00	
	Category total	**$250.00**	**$0.00**	
HVAC	New System		$0.00	
	Relo Thermostat (where required)	$0.00	$0.00	
	Upgrade Existing	$0.00	$0.00	
	Add or Relocate Registers / Returns	$0.00	$0.00	
	Additional HVAC Requirements	$150.00	$0.00	New Thermostat
	Category total	**$150.00**	**$0.00**	
Fire & Safety	New System		$0.00	
	Relocate Existing Heads (pending ceiling plan placement, follow up with PM for changes)	$0.00	$0.00	
	Additional Requirements		$0.00	
	Category total	**$0.00**	**$0.00**	
Restroom	New		$0.00	
	Modify Existing	$0.00	$0.00	
	Addition of Mop Sink, Drinking Fountain	$0.00	$0.00	
	Additional Requirements		$0.00	
	Category total	**$0.00**	**$0.00**	

REMODELS ONLY: Please review with the Franchisee during the bidding process for how they will operate the store during construction and select one of the two options.				SELECT ONE
Carpentry	New Demising Walls		$0.00	
	Patch & Repair Drywall		$0.00	
	Additional Requirements	$2,000.00	$0.00	Cover up wood banding
	Category total	**$2,000.00**	**$0.00**	
Ceiling	New Grid / Modifications (when applicable)		$0.00	
	New Tiles (Armstrong Dune, Mineral Fiber ceiling tiles, suspended)		$0.00	
	Additional Requirements	$0.00	$0.00	
	Category total	**$0.00**	**$0.00**	
Lighting	New 2 X 2 - 2x4 Lights (locally materials sourcing, must be approved by PM prior to purchase)		$0.00	Owner is doing lighting
	Installation Cost		$0.00	
	Re-Lamping Light Fixtures	$0.00	$0.00	
	Additional Requirements	$0.00	$0.00	
	Category total	**$0.00**	**$0.00**	
Entry	New Store Front		$0.00	
	Add or Relocate Store Window(s)	$0.00	$0.00	
	Magnetic Lock Required w/ Keyless Entry	$0.00	$0.00	
	Door Locks or Handles	$0.00	$0.00	
	Alarm Systems	$0.00	$0.00	
	Additional Requirements		$0.00	
	Category total	**$0.00**	**$0.00**	
Painting	Painting (including restroom)	$3,000.00	$0.00	Owner painting ceiling and ducts
	Additional Requirements	$0.00	$0.00	
	Category total	**$3,000.00**	**$0.00**	
Miscellaneous	Miscellaneous	$0.00	$0.00	
	Category total	**$0.00**	**$0.00**	
	Vanilla Shell Preparation Sub-total	$11,900.00	$0.00	
	Installation / General Construction			
Cabinetry installation	Cabinetry Installation Only	$6,500.00	$0.00	
	Labor to unload truck (report damage/missing items immediately to PM)	$3,000.00	$0.00	
	Additional Misc. Items	$0.00	$0.00	
	Category total	**$9,500.00**	**$0.00**	
Ceiling	Digital Monitor Header Installation	$1,000.00	$0.00	
	Category total	**$1,000.00**	**$0.00**	
Lighting	Lighting Fixtures (provided by vendor)	$0.00	$0.00	
	Category total	**$0.00**	**$0.00**	
Entry	Installing Keyless Entry System	$0.00	$0.00	
	Category total	**$0.00**	**$0.00**	
Security Gate	Gate Header Construction	$0.00	$0.00	
	Gate Installation (provided by vendor)	N/A	$0.00	
	Category total	**$0.00**	**$0.00**	
Interior Graphics	Graphics Installation (by GC)	$1,200.00	$0.00	Includes hanging sign
	Graphics Installation (by Vendor)	N/A	$0.00	
	Category total	**$1,200.00**	**$0.00**	
Opaque Window Film	Window Film Installation (by GC)	$0.00	$0.00	
	Category total	**$0.00**	**$0.00**	
Luxury Vinyl Tile (Materials provided by other)	LVT - Installation Only	$6,500.00	$0.00	
	Self Leveling (if required, include cost)	$1,500.00	$0.00	
	Moisture test (if required, include cost)	$0.00	$0.00	
	Cove Base - Installation Only	$250.00	$0.00	
	Category total	**$8,250.00**	**$0.00**	
Conventional Framing	Partitions (add linear ft. in comments)	$0.00	$0.00	
	Gate Pocket	$0.00	$0.00	
	Furr-out Drywall	$550.00	$0.00	Sheetrock under stairs
	Additional Requirements	$0.00	$0.00	
	Category total	**$550.00**	**$0.00**	
Trash / Clean up - Area Preparation	Trash / Clean Up	$500.00	$0.00	
	Category total	**$500.00**	**$0.00**	
Job site material & labor	Job Site Material & Labor	$2,500.00	$0.00	
	Category total	**$2,500.00**	**$0.00**	
Permitting	Plan Submission to Building Department	$0.00	$0.00	
	Permit and Pickup Fee (COA Project TUPSS INC to bill for Permit submission)	$1,000.00	$0.00	
	Architect's Fee (AF ONLY)(TUPSS, Inc. to bill Franchisee Separate)	$0.00	$0.00	
	Category total	**$1,000.00**	**$0.00**	
Contractor Overhead & Profit	Contractor Overhead	$4,700.00	$0.00	
	Category total	**$4,700.00**	**$0.00**	
Miscellaneous	Miscellaneous	$4,000.00	$0.00	Fuel, hotels, logistics, 1 return trip
	Category total	**$4,000.00**	**$0.00**	

REMODELS ONLY: Please review with the Franchisee during the bidding process for how they will operate the store during construction and select one of the two options.			**SELECT ONE**
Installation / General Construction Sub-total	$33,200.00	$0.00	

REMODELS ONLY: Please review with the Franchisee during the bidding process for how they will operate the store during construction and select one of the two options.				SELECT ONE
Miscellaneous				
Miscellaneous	Miscellaneous	$0.00	$0.00	
	Category total	$0.00	$0.00	
	Miscellaneous Sub-total	$0.00	$0.00	
Totals				
	Grand Total	$45,100.00	$0.00	
	Price per Square foot	$ 30.85	$ -	

TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

Alternate bid	*Enter desc. Here*	
Add/deduct	$ -	
Revised Sum	$45,100.00	

Construction time estimate will be considered in evaluation for bid proposals

Application for Permit/Permit timeframe		calendar days
Architectural drawing timeframe		calendar days
Build-out prior to fixture delivery	30	calendar days
Build-out after fixture delivery	10	calendar days

Franchisees should carefully review contract terms provided by the General Contractor and provide contract terms as applicable. Franchisee should ensure the final 10% payment is due after the punch list is completed.

General Contractor: I fully understand that I am to build this job to according to The UPS Store Design Intent Drawings/Construction Documents with no deviations. Any change order must be signed in advance of the work completion.

Contractor Signature: _____ Date: _____

Franchisee Signature: _____ Date: _____

Area Franchisee Signature: _____ Date: _____

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10/20/2026

Mr. Fuhr,

Thank you for the opportunity to provide a cost estimate for the 200-amp electrical panel upgrade and lighting improvements at 105 W. Oak Street.

Unfortunately, we are unable to provide a quote for this project, as we are not an approved contractor for The UPS Store.

We apologize for any inconvenience and appreciate your consideration. We wish you the best with your project.

Best regards,

Craig Allen

301 W. Oak St. Palestine TX 75801 www.fcrhome.com glowwormpc@hotmail.com 713-836-2622

Everbrite

Quote: 163181
Created: 10/21/2026
Page: 1/2

Project ID: 90509
Store: 8262
Address: The Ups Store 8262
105 W Oak St
Palestine, TX 75801-2824
Contact: Jules Cole

Customer #: 04097000
Bill to: REVITALIZE PTX LLC
105 W OAK ST
PALESTINE, TX 75801-2824
Attn: KEVIN FUHR

Qty	Item #	Description	Price	Amount
1	PP545174A	SIGN, UPS, 36"X36" SIDE MOUNT BLADE SIGN NON-ILLUMINATED	$1,878.00	$1,878.00
1	6071	PERMIT(S) Estimated cost and will be invoiced at actual.	300.00	300.00
1	6118	PERMIT PROCUREMENT Will be billed on a time and material basis.	609.00	609.00
1	6148	STAMPED SEALED ENG DRAWING Drawings prepared by structural engineer, licensed to practice, and bearing the seal of the engineer is required and shall be presented with the applications for permits for the erection or alteration of sign(s).	250.00	250.00
1	6110	TARIFF SURCHARGE **	95.78	95.78

**** Due to the Section 232 and Section 122 tariffs, Everbrite is imposing a recovery surcharge on all products.**

Notes:

- Shipping is estimated and will be invoiced at actual cost.
- Product Lead Time 5 +/- weeks from receipt of signed quote and full payment.
- The above pricing is based on standard sign construction to withstand winds of 35 psf (approx 90mph @ 40' OAH).
- Signs being shipped to certain areas included Coastal areas will require structural modification to withstand higher wind loads based on local code Requirements and need to be quoted separately.
- Power must be supplied at a max of 4 feet from the sign location with adequate access to install. If this is not provided the whip will be left and an electrician will be required to make final connection. In some situations, additional costs may be incurred.
- Quote is only good for 30 days.

Everbrite

Quote: 163181
Created: 10/21/2026
Page: 2/2

I hereby accept this quotation/change order, please place my order

_____ _____
Signature Date

_____
Print Name

Subtotal:	$3,132.78
Installation:	1,690.00
Est. Freight:	300.00
Sales Tax:	327.03
Project Total:	$5,449.81
Down Payment Due:	$5,449.81

Terms: Pricing assumes payment is received upon acceptance of the signed quote.

For orders over $50,000, additional payment term options may be available. Please contact your Everbrite account manager to discuss.

QUOTATION VALID FOR 30 DAYS FROM THE DATE INDICATED ABOVE

Michele Richards-Miller
Phone: (800) 558-3888
Direct Phone: 414-529-7076 Fax: (414) 529-7191
Email: mrichards@everbrite.com

Remit To: Everbrite, LLC, PO Box 10681, Palatine, IL 60055-0681

To submit payment via ACH or Credit Card please click on the link: paymentportal.everbrite.com. Please note that your project will not proceed until payment is received or terms are established.

Lights out? Everbrite's dedicated service & maintenance team is here for all your needs. Call (855) 680-7378

Everbrite proper receiving protocol: All product must be received and inspected upon receipt. Any damage or missing product must be reported within 5 business days including the day of receipt. Failure to report damaged or missing product will result in non-eligible freight claims. If product is moved prior to inspection and notifying Everbrite, the freight claim will be denied and be the responsibility of the receiving party.

Terms and Conditions:

The terms and conditions which apply to this order are available by clicking the link below or copying it into your web browser
https://extranet.everbrite.com/common2/terms_conditions_install.pdf

The UPS Store® - Laser Lite
Bid Estimate Form

Center Information

Center Number :	8262	**SQ. Footage:**	1462
Center Address:	105 W OAK ST		
City, State, Zip:	PALESTINE, TX 75801		
Franchisee Name:	KEVIN FUHR		
Area ID:			
AF or RC:			
Const. Coordinator:	EDDIE RAGSDALE		
Project Type:	New		

Contractor Information

Company Name:	GOOD MEASURE CONSTRUCTION SERVICES, LLC
Address:	1024 COTTON EXCHANGE DR
City, State, Zip:	SAVANNAH, TX 76266
Contact:	JOHN ROBERTS
Contact Email:	JOHN@GOODMEASURECONSTRUCTIONTX.COM
Contact Phone:	469-408-2344
Bid Date:	7/8/2026
Landlord Name:	
Landlord Phone:	
Did you visit site in person?	NO
Did you confirm design measurements match site?	SELECT ONE

Operating While Under Construction

REMODELS ONLY: Please review with the Franchisee during the bidding process for how they will operate the store during construction and select one of the two options. — SELECT ONE

Category	Item and/or Activity	Bid	Actual	Comments
	Vanilla Shell / Preparation			
Demolition	Dumpster Cost and Permit	$900.00	$0.00	
	Additional Demolition Requirements: (note in comments type of demo)	$0.00	$0.00	
	Category total	**$900.00**	**$0.00**	
Electrical	New Panel (if required per code/requirement)	$0.00	$0.00	
	Outlets / Receptacles	$6,370.00	$0.00	
	Light Switches/Timer/Photocell	$0.00	$0.00	
	Sign Circuit, Timer, Electric (if not existing)	$0.00	$0.00	
	Upgrade Panel - Relocation	$0.00	$0.00	
	Relocate Outlets & Switches (where required, review electrical page on spec)	$0.00	$0.00	
	Keyless Entry / Low Voltage	$0.00	$0.00	
	Additional Electrical Requirements	$0.00	$0.00	
	Category total	**$6,370.00**	**$0.00**	
Data	Cat 5/6 Cabling (16 to 19 lines)	$1,860.00	$0.00	
	Data Boxes (patch panel & labeling)	$0.00	$0.00	
	Networking (to patch panel)	$0.00	$0.00	
	Additional Data Requirements	$0.00	$0.00	
	Category total	**$1,860.00**	**$0.00**	
Phone	Phone Jacks (3) required: consult, fax, and manager's desk	$720.00	$0.00	
	Additional Phone Requirements	$0.00	$0.00	
	Category total	**$720.00**	**$0.00**	
HVAC	New System	$0.00	$0.00	
	Relo Thermostat (where required)	$250.00	$0.00	
	Upgrade Existing	$0.00	$0.00	
	Add or Relocate Registers / Returns	$0.00	$0.00	
	Additional HVAC Requirements	$0.00	$0.00	
	Category total	**$250.00**	**$0.00**	
Fire & Safety	New System	$0.00	$0.00	
	Relocate Existing Heads (pending ceiling plan placement, follow up with PM for changes)	$0.00	$0.00	
	Additional Requirements	$175.00	$0.00	Fire Extinguisher
	Category total	**$175.00**	**$0.00**	
Restroom	New	$0.00	$0.00	
	Modify Existing	$0.00	$0.00	
	Addition of Mop Sink, Drinking Fountain	$0.00	$0.00	
	Additional Requirements	$0.00	$0.00	
	Category total	**$0.00**	**$0.00**	

REMODELS ONLY: Please review with the Franchisee during the bidding process for how they will operate the store during construction and select one of the two options.				SELECT ONE
Carpentry	New Demising Walls	$0.00	$0.00	
	Patch & Repair Drywall	$800.00	$0.00	Patch after electrical drops are done
	Additional Requirements	$0.00	$0.00	
	Category total	**$800.00**	**$0.00**	
Ceiling	New Grid / Modifications (when applicable)	$0.00	$0.00	
	New Tiles (Armstrong Dune, Mineral Fiber ceiling tiles, suspended)	$0.00	$0.00	
	Additional Requirements	$0.00	$0.00	
	Category total	**$0.00**	**$0.00**	
Lighting	New 2 X 2 - 2x4 Lights (locally materials sourcing, must be approved by PM prior to purchase)	$0.00	$0.00	
	Installation Cost	$0.00	$0.00	
	Re-Lamping Light Fixtures	$0.00	$0.00	
	Additional Requirements	$0.00	$0.00	
	Category total	**$0.00**	**$0.00**	
Entry	New Store Front	$0.00	$0.00	
	Add or Relocate Store Window(s)	$0.00	$0.00	
	Magnetic Lock Required w/ Keyless Entry	$0.00	$0.00	
	Door Locks or Handles	$0.00	$0.00	
	Alarm Systems	$0.00	$0.00	
	Additional Requirements	$0.00	$0.00	
	Category total	**$0.00**	**$0.00**	
Painting	Painting (including restroom)	$3,900.00	$0.00	INCLUDES TAPE AND BED UNDER STAIRS
	Additional Requirements	$0.00	$0.00	
	Category total	**$3,900.00**	**$0.00**	
Miscellaneous	Miscellaneous	$0.00	$0.00	
	Category total	**$0.00**	**$0.00**	
	Vanilla Shell Preparation Sub-total	**$14,975.00**	**$0.00**	
Installation / General Construction				
Cabinetry installation	Cabinetry Installation Only	$8,400.00	$0.00	
	Labor to unload truck (report damage/missing items immediately to PM)	$700.00	$0.00	
	Additional Misc. Items	$0.00	$0.00	
	Category total	**$9,100.00**	**$0.00**	
Ceiling	Digital Monitor Header Installation	$0.00	$0.00	
	Category total	**$0.00**	**$0.00**	
Lighting	Lighting Fixtures (provided by vendor)	$0.00	$0.00	
	Category total	**$0.00**	**$0.00**	
Entry	Installing Keyless Entry System	$0.00	$0.00	
	Category total	**$0.00**	**$0.00**	
Security Gate	Gate Header Construction	$0.00	$0.00	
	Gate Installation (provided by vendor)	N/A	$0.00	
	Category total	**$0.00**	**$0.00**	
Interior Graphics	Graphics Installation (by GC)	$1,500.00	$0.00	
	Graphics Installation (by Vendor)	N/A	$0.00	
	Category total	**$1,500.00**	**$0.00**	
Luxury Vinyl Tile (Materials provided by other)	LVT - Installation Only	$4,800.00	$0.00	
	Self Leveling (if required, include cost)	$1,600.00	$0.00	
	Moisture test (if required, include cost)	$0.00	$0.00	
	Cove Base - Installation Only	$400.00	$0.00	
	Category total	**$6,800.00**	**$0.00**	
Conventional Framing	Partitions (add linear ft. in comments)	$0.00	$0.00	
	Gate Pocket	$0.00	$0.00	
	Furr-out Drywall	$700.00	$0.00	DRYWALL UNDER STAIRS
	Additional Requirements	$0.00	$0.00	
	Category total	**$700.00**	**$0.00**	
Trash / Clean up - Area Preparation	Trash / Clean Up	$900.00	$0.00	
	Category total	**$900.00**	**$0.00**	
Job site material & labor	Job Site Material & Labor	$2,300.00	$0.00	
	Category total	**$2,300.00**	**$0.00**	
Permitting	Plan Submission to Building Department	$336.00	$0.00	PER DDR
	Permit and Pickup Fee **(COA Project TUPSS INC to bill for Permit submission)**	$0.00	$0.00	
	Architect's Fee (**AF ONLY**)(**TUPSS, Inc. to bill Franchisee Separate**)	$0.00	$0.00	
	Category total	**$336.00**	**$0.00**	
Contractor Overhead & Profit	Contractor Overhead	$4,920.00	$0.00	
	Category total	**$4,920.00**	**$0.00**	
Miscellaneous	Miscellaneous	$0.00	$0.00	
	Category total	**$0.00**	**$0.00**	
	Installation / General Construction Sub-total	**$26,556.00**	**$0.00**	

REMODELS ONLY: Please review with the Franchisee during the bidding process for how they will operate the store during construction and select one of the two options.				SELECT ONE
Miscellaneous				
Miscellaneous	Miscellaneous	$0.00	$0.00	
	Category total	**$0.00**	**$0.00**	
	Miscellaneous Sub-total	**$0.00**	**$0.00**	
Totals				
	Grand Total	**$41,531.00**	**$0.00**	
	Price per Square foot	$ 28.41	$ -	

TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

Alternate bid	*Asbestos Survey*	
Add/deduct	***$ 750.00***	
Revised Sum	***$42,281.00***	

Construction time estimate will be considered in evaluation for bid proposals

Application for Permit/Permit timeframe		**calendar days**
Architectural drawing timeframe		**calendar days**
Build-out prior to fixture delivery		**calendar days**
Build-out after fixture delivery		**calendar days**

Revised 3/20/2025

This bid and the dollar amount listed is an ESTIMATE ONLY and subject to change. Any change orders requiring an approved must be completed in advance in writing to the Project manager on TUPSS Change Order agreed upon by Franchisee and General Contractor.
This bid is valid for review and acceptance/rejection for 45 days from receipt.
If no decision is made in the designated timeframe prices and General Contractor availability are subject to change and could cause additional delays to this project.

Franchisee/Area Franchisee: By signing below the Franchisee/Area Franchisee is accepting this General Contractor and bid for Build-out of their center. Unless otherwise written contractual agreement is with the contractor, 90% of payment is due in advance for the project to begin and 10% at completion and sign off on the punchlist.

General Contractor: I fully understand that I am to build this job to TUPSS specifications and that if I deviate from the plans and it results in any change orders not approved in advanced by TUPSS Project Manager and Franchisee, I will be the party responsible and will need to make corrections at my own expense or pay for the change order.

Contractor Signature:		Date:
Franchisee Signature:		Date:
Area Franchisee Signature:		Date:

LOWE'S **PRO**

Flooring

Quote # **251705088**

Created on **Oct 21, 2026**

Quote valid until **Nov 21, 2026, 11:59 p.m.***

Business Name **Link Brareon Building Llc**

Customer Contact **Kevin Fuhr**

krf572@gmail.com

(903) 922-2605

Lowe's Contact **Lucila J**

Lowe's Store # **1892, Palestine, TX**

Store Phone **(903) 723-6400**

	Item	Fulfillment Type	Unit Price	Qty	Item Total
1 	**Style Selections** Tudor Oak 12-mil x 7-in W x 48-in L Waterproof Click Lock... Item #. 1314414 | Model #. LWD5385RCB	PICKUP Palestine Lowe's	$48.51	62	$3,007.62
2. 	**Henry** Wall base Mastic (30 - Ounces) Item #. 4064856 | Model # 12107	PICKUP Palestine Lowe's	$10.98	12	$131.76
3. 	**Henry** Vinyl tile and plank Multi-purpose Flooring Adhesive (1 - Gallons) Item # 4064844 | Model # 32080	PICKUP Palestine Lowe's	$42.98	4	$171.92
4. 	**Flexco** TP Rubber Cove Base Medium Gray 1/8-in T x 4-in W x 48-in L... Item # 1093182 | Model # F40CT1P014	PICKUP Palestine Lowe's	$3.18	2	$6.36

Item Subtotal	**$3,317.66**
Delivery Fees & Taxes	**Calculated in Checkout**
Estimated Total	**$3,317.66**

*The prices quoted are valid until 11:59 p.m. on the date shown above, subject to the following exclusions, conditions, and exceptions.

Delivery fees will be added at time of purchase where applicable.

Prices listed on this quote will be honored at Lowe's Store # 1892, Palestine, TX. Please request a new online quote if you'd like to purchase the listed items at a different store, or contact the Pro Service Desk with any questions.

Any changes you make to this quote, for example, adding or removing one or more items or changing the quantity of any item or items, will create a new quote and cancel this quote.

Additional discounts, if applicable, are subject to Lowe's standard discount policy, and are calculated at checkout.

All products are available while supplies last and may vary by market. Lowe's reserves the right to correct any error and/or limit quantities sold.

Mail Drop 999 P.O. Box 748552
Atlanta, GA 30384-8552

Shaw INTEGRATED SOLUTIONS
Shaw Industries, Inc.

Phone: ( ) -
Fax: ( ) -

Proposal Submitted To	Attention	Phone	Fax	Date
UPS - Direct Sale	. .	(.) -	( ) -	06/04/26

Proposal Name	Job Name	Job #
UPS #8262 Palestine TX	UPS #8262 Palestine TX	209861

Street	Job Street	Proposal ID
105 W Oak St	105 W Oak St	238602

City, State and Zip	Architect	Date of Plans	Add #	Job City, State and Zip	Customer Job #	Customer PO
Palestine, TX 75801--282	UPS			Palestine, TX 75801--282	None	None

We hereby submit specifications and estimates for:

Item Description	Color	Qty	UOM	Unit Price	Extended Price
UPS LVT Option	00256/Trail	1,418.48	SF	$1.99	$2,822.78
4151 Resilient Adhesive 4 Gallon 720sf/pail		2.00	Each	$180.00	$360.00
4" Rubber Cove Sick Base- Laser Lite	00066/Night	2.00	Carton	$120.00	$240.00
Wall Base Adhesive Tube		1.00	Carton	$120.00	$120.00
Estimated Freight - Pricing Good for 30 Days		1.00	Each	$875.00	$875.00
Sales Tax					$364.48
				Base Bid Total:	**$4,782.26**

Proposal Inclusions and Exclusions:

1. Material title and risk of loss passes to the purchaser at the time of material delivery to owner provided address.
2. If you have any questions, please contact:
   Shaw UPS Team
   Shaw Integrated Solutions
   Phone: 706-217-3460
   ups.inbox@shawinc.com

We PROPOSE to perform the work complete in accordance with the specifications and as described above for the SUM of:

Signature: **Stony Figueroa** **Stony Figueroa** **$4,782.26**

Email: stony.figueroa@shawinc.com

Conditions of Proposal:

1. This Proposal may be withdrawn, if not accepted, within 30 days of its issuance. Shaw Industries Group, Inc. will consider reasonable requests to engage in negotiations for revisions to this Proposal, including signing a subcontract that includes the terms of this Proposal. A proposal not accepted within 30 days will be subject to price escalation of materials, labor, freight and fuel costs.
2. This proposal is subject to credit review and approval. Payment terms are net 30 days. A convenience fee of 3% will be added if paying via credit card. Past due invoices are subject to service charges of 1.5% per month (18% per annum). In the case of any default, Customer shall pay Shaw Integrated and Turf Solutions, Inc.'s reasonable attorney fees and costs, including those on any appeal, even if no suit or action is filed.
3. All work shall be performed in a workmanlike manner according to industry standards. Areas to receive flooring shall be free and clear of debris. Any changes to the work shall be performed only after execution of a written change order.
4. Prior to commencement of Shaw Industries Group, Inc.'s work: (a) Customer shall test all concrete sub floors receiving flooring for vapor emission levels and alkalinity per manufacturers' recommendations utilizing ASTM F2170 and provide written results to Shaw Industries Group, Inc., including a list of any sealers applied to the concrete sub floor; (b) If Customer does not provide such reports at least 10 days prior to commencement of Shaw Industries Group, Inc.'s work, then Customer shall provide Shaw Industries Group, Inc. with access to all concrete sub floors for appropriate testing and Customer shall be responsible for the costs of such testing; and (c) Any concrete sub floors not meeting manufacturers' requirements for installation will require correction or the execution of a separate waiver agreement.
5. All work is contingent upon strikes, accidents or delays beyond Shaw Industries Group, Inc.'s control. Customer shall carry insurance for all hazards, including fire. Shaw Industries Group, Inc.'s workers are fully covered by Worker's Compensation and Liability Insurance.
6. Customer represents and warrants that: (a) the project site contains no hazardous or other dangerous substances, either exposed or concealed; or (b) Customer has given written notice to Shaw Industries Group, Inc. of all such substances and their location(s). To the fullest extent permitted by law, Customer shall indemnify, defend and hold Shaw Industries Group, Inc. harmless from any damage, claim, loss, expense and attorney fees related to Shaw Industries Group, Inc.'s liability, if any, including any federal or state statute related to hazardous or other dangerous substances.
7. Shaw Industries Group, Inc. is fully licensed, bonded, and insured. This proposal does not include participation in any OCIP/CCIP or related programs. Requests for Shaw Industries Group, Inc. to participate in such programs may result in additional costs.
8. Notwithstanding anything herein to the contrary, all prices are subject to immediate increase without limitation in the event of material change to applicable duties, taxes, tariffs, similar charges, or other government action.

ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby ACCEPTED. You are authorized to do the work as specified.

Customer: UPS - Direct Sale **Signed:** _____ **Date:** _____

Shane Services

4582 Kingwood Dr, Ste E- PMB #351- Kingwood, TX 77345 · Phone: 832-322-1190
Shaneservices@yahoo.com

PROPOSAL- ESTIMATE

The UPS Store #8262
Kevin Fuhr
105 W Oak Street
Palestine, TX 75801

October 20, 2026
Re: New Store Build out – Elec. Service

Thank you for the opportunity to bid on the above-mentioned project. We are pleased to present the following pricing for your consideration.
Our **Base Bid** proposal in the amount of **$15,850.00**

We include the following:
All materials and labor to complete scope of work
If the scope below does not concur with your interpretation, please notify me at your earliest convenience @ 832-322-1190 or shaneservices@yahoo.com
Respectfully submitted,
Shane Services / Contractor

Acceptance_____

Shane Sphaler
Owner / President

Date_____

Scope of Work:

Per TUPSS, Inc. specs the electrical panel must be brought up to 200-amp panel. This estimate includes all wiring, breakers, panel and other required materials, labor and inspections. $8,500.00

Per TUPSS, Inc. specs Shane Services will purchase and install the required LED lighting fixtures per the plans and per code. $7,350.00

PRINT BARN
WE KEEP PRINTING 'TIL THE COWS COME HOME..
1304 HWY 155 Palestine TX 75803 - 903.339.0933 - WWW.PRINTBARN.US

October 21, 2026

Kevin,

Thank you for the opportunity to provide a bid for the signage at your new UPS Store in downtown Palestine. We appreciate your consideration and wish you much success with your new business.

After reviewing the project requirements and completing our due diligence, we have determined that, unfortunately, we are unable to submit a bid, as UPS requires signage to be provided through their approved vendor.

We would welcome the opportunity to assist you with any future projects. Please don't hesitate to contact us if there is anything we can help you with.

Thank you again for considering Print Barn, and best wishes on your new venture.

Sincerely,

Print Barn

THE UPS STORE®
Laser Lite Bid Estimate Form

This document is a bid estimate only, and pricing is subject to change based on final construction documents/onsite conditions/inspections, etc. The bid estimate is valid for 30 days.

Center Information

Center Number :	8262
SQ. Footage:	1462
Center Address:	105 W Oak Street
City, State, Zip:	Palestine, Tx 75801
Franchisee Name:	Kevin Fuhr
Area ID:	
AF or RC:	
Const. Coordinator:	
Project Type:	New

Contractor Information

Company Name:	Shane Services
Address:	22591 Ford Rd #26
City, State, Zip:	Porter, TX 77365
Contact:	Shane Sphaler
Contact Email:	Shaneservices@yahoo.com
Contact Phone:	832-322-1190
Bid Date:	
Landlord Name:	
Landlord Phone:	
Did you visit site in person?	YES
Did you confirm design measurements match site?	NO

Operating While Under Construction

REMODELS ONLY: Please review with the Franchisee during the bidding process for how they will operate the store during construction and select one of the two options. — **SELECT ONE**

Category	Item and/or Activity	Bid	Actual	Comments
	Vanilla Shell / Preparation			
Demolition	Dumpster Cost and Permit	$850.00	$0.00	No dumpster on site - will haul off trash daily
	Additional Demolition Requirements: (note in comments type of demo)	$0.00	$0.00	
	Category total	**$850.00**	**$0.00**	
Electrical	New Panel (if required per code/requirement)		$0.00	
	Outlets / Receptacles	$2,500.00	$0.00	
	Light Switches/Timer/Photocell		$0.00	
	Sign Circuit, Timer, Electric (if not existing)	$650.00	$0.00	
	Upgrade Panel - Relocation	$0.00	$0.00	
	Relocate Outlets & Switches (where required, review electrical page on spec)	$0.00	$0.00	
	Keyless Entry / Low Voltage	$0.00	$0.00	
	Additional Electrical Requirements		$0.00	
	Category total	**$3,150.00**	**$0.00**	
Data	Cat 5/6 Cabling (16 to 19 lines)	$2,500.00	$0.00	
	Data Boxes (patch panel & labeling)	$0.00	$0.00	
	Networking (to patch panel)	$0.00	$0.00	
	Additional Data Requirements	$0.00	$0.00	
	Category total	**$2,500.00**	**$0.00**	
Phone	Phone Jacks (3) required: consult, fax, and manager's desk	$250.00	$0.00	
	Additional Phone Requirements	$0.00	$0.00	
	Category total	**$250.00**	**$0.00**	
HVAC	New System		$0.00	
	Relo Thermostat (where required)	$0.00	$0.00	
	Upgrade Existing	$0.00	$0.00	
	Add or Relocate Registers / Returns	$0.00	$0.00	
	Additional HVAC Requirements	$150.00	$0.00	New Thermostat
	Category total	**$150.00**	**$0.00**	
Fire & Safety	New System		$0.00	
	Relocate Existing Heads (pending ceiling plan placement, follow up with PM for changes)	$0.00	$0.00	
	Additional Requirements		$0.00	
	Category total	**$0.00**	**$0.00**	
Restroom	New		$0.00	
	Modify Existing	$0.00	$0.00	
	Addition of Mop Sink, Drinking Fountain	$0.00	$0.00	
	Additional Requirements		$0.00	
	Category total	**$0.00**	**$0.00**	

REMODELS ONLY: Please review with the Franchisee during the bidding process for how they will operate the store during construction and select one of the two options.				**SELECT ONE**
Carpentry	New Demising Walls		$0.00	
	Patch & Repair Drywall		$0.00	
	Additional Requirements	$2,000.00	$0.00	Cover up wood banding
	Category total	**$2,000.00**	**$0.00**	
Ceiling	New Grid / Modifications (when applicable)		$0.00	
	New Tiles (Armstrong Dune, Mineral Fiber ceiling tiles, suspended)		$0.00	
	Additional Requirements	$0.00	$0.00	
	Category total	**$0.00**	**$0.00**	
Lighting	New 2 X 2 - 2x4 Lights (locally materials sourcing, must be approved by PM prior to purchase)		$0.00	Owner is doing lighting
	Installation Cost		$0.00	
	Re-Lamping Light Fixtures	$0.00	$0.00	
	Additional Requirements	$0.00	$0.00	
	Category total	**$0.00**	**$0.00**	
Entry	New Store Front		$0.00	
	Add or Relocate Store Window(s)	$0.00	$0.00	
	Magnetic Lock Required w/ Keyless Entry	$0.00	$0.00	
	Door Locks or Handles	$0.00	$0.00	
	Alarm Systems	$0.00	$0.00	
	Additional Requirements		$0.00	
	Category total	**$0.00**	**$0.00**	
Painting	Painting (including restroom)	$3,000.00	$0.00	Owner painting ceiling and ducts
	Additional Requirements	$0.00	$0.00	
	Category total	**$3,000.00**	**$0.00**	
Miscellaneous	Miscellaneous	$0.00	$0.00	
	Category total	**$0.00**	**$0.00**	
	Vanilla Shell Preparation Sub-total	**$11,900.00**	**$0.00**	
Installation / General Construction				
Cabinetry installation	Cabinetry Installation Only	$6,500.00	$0.00	
	Labor to unload truck (report damage/missing items immediately to PM)	$3,000.00	$0.00	
	Additional Misc. Items	$0.00	$0.00	
	Category total	**$9,500.00**	**$0.00**	
Ceiling	Digital Monitor Header Installation	$1,000.00	$0.00	
	Category total	**$1,000.00**	**$0.00**	
Lighting	Lighting Fixtures (provided by vendor)	$0.00	$0.00	
	Category total	**$0.00**	**$0.00**	
Entry	Installing Keyless Entry System	$0.00	$0.00	
	Category total	**$0.00**	**$0.00**	
Security Gate	Gate Header Construction	$0.00	$0.00	
	Gate Installation (provided by vendor)	N/A	$0.00	
	Category total	**$0.00**	**$0.00**	
Interior Graphics	Graphics Installation (by GC)	$1,200.00	$0.00	Includes hanging sign
	Graphics Installation (by Vendor)	N/A	$0.00	
	Category total	**$1,200.00**	**$0.00**	
Opaque Window Film	Window Film Installation (by GC)	$0.00	$0.00	
	Category total	**$0.00**	**$0.00**	
Luxury Vinyl Tile (Materials provided by other)	LVT - Installation Only	$6,500.00	$0.00	
	Self Leveling (if required, include cost)	$1,500.00	$0.00	
	Moisture test (if required, include cost)	$0.00	$0.00	
	Cove Base - Installation Only	$250.00	$0.00	
	Category total	**$8,250.00**	**$0.00**	
Conventional Framing	Partitions (add linear ft. in comments)	$0.00	$0.00	
	Gate Pocket	$0.00	$0.00	
	Furr-out Drywall	$550.00	$0.00	Sheetrock under stairs
	Additional Requirements	$0.00	$0.00	
	Category total	**$550.00**	**$0.00**	
Trash / Clean up - Area Preparation	Trash / Clean Up	$500.00	$0.00	
	Category total	**$500.00**	**$0.00**	
Job site material & labor	Job Site Material & Labor	$2,500.00	$0.00	
	Category total	**$2,500.00**	**$0.00**	
Permitting	Plan Submission to Building Department	$0.00	$0.00	
	Permit and Pickup Fee **(COA Project TUPSS INC to bill for Permit submission)**	$1,000.00	$0.00	
	Architect's Fee (**AF ONLY**)(**TUPSS, Inc. to bill Franchisee Separate**)	$0.00	$0.00	
	Category total	**$1,000.00**	**$0.00**	
Contractor Overhead & Profit	Contractor Overhead	$4,700.00	$0.00	
	Category total	**$4,700.00**	**$0.00**	
Miscellaneous	Miscellaneous	$4,000.00	$0.00	Fuel, hotels, logistics, 1 return trip
	Category total	**$4,000.00**	**$0.00**	

REMODELS ONLY: Please review with the Franchisee during the bidding process for how they will operate the store during construction and select one of the two options.			**SELECT ONE**
Installation / General Construction Sub-total	**$33,200.00**	**$0.00**	

REMODELS ONLY: Please review with the Franchisee during the bidding process for how they will operate the store during construction and select one of the two options.				SELECT ONE
Miscellaneous				
Miscellaneous	Miscellaneous	$0.00	$0.00	
	Category total	**$0.00**	**$0.00**	
	Miscellaneous Sub-total	**$0.00**	**$0.00**	
Totals				
	Grand Total	**$45,100.00**	**$0.00**	
	Price per Square foot	$ 30.85	$ -	

TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

Alternate bid	*Enter desc. Here*	
Add/deduct	***$ -***	
Revised Sum	***$45,100.00***	

Construction time estimate will be considered in evaluation for bid proposals

Application for Permit/Permit timeframe		**calendar days**
Architectural drawing timeframe		**calendar days**
Build-out prior to fixture delivery	**30**	**calendar days**
Build-out after fixture delivery	**10**	**calendar days**

Franchisees should carefully review contract terms provided by the General Contractor and provide contract terms as applicable. Franchisee should ensure the final 10% payment is due after the punch list is completed.

General Contractor: I fully understand that I am to build this job to according to The UPS Store Design Intent Drawlings/Construction Documents with no deviations. Any change order must be signed in advance of the work completion.

Contractor Signature:		Date:
Franchisee Signature:		Date:
Area Franchisee Signature:		Date:

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DOWNTOWN GRANT PERFORMANCE AGREEMENT

This Downtown Grant Performance Agreement ("GRANT AGREEMENT") is executed by and between the Palestine Economic Development Corporation, a Texas Section 4B Economic Development Corporation ("PEDC"), whose address is 100 Willow Creek Pkwy. Suite A, Palestine, Texas 75801, and Link Bratton Building, LLC, ("APPLICANT"), a Texas limited liability company whose current address is P.O. Box 2945, Palestine, Texas 75802.

RECITALS

WHEREAS, the PEDC is an Economic Development Corporation, organized under the Texas Development Corporation Act of 1979, Article 5190.6, Section 4B of Vernon's Texas Civil Statutes, now Section 501 et seq. of the Texas Local Government Code (the Act), and authorized by the City of Palestine, Texas (City);

WHEREAS, the PEDC has adopted, and the City approved, a Downtown Grant Program ("GRANT PROGRAM");

WHEREAS, the APPLICANT submitted its Application dated October 22, 2026 for a Downtown Grant ("APPLICATION"); and

WHEREAS, the APPLICANT plans to make real property capital investments of **Fifty-Eight Thousand Five Hundred Thirty-One Dollars and Fifty-Six Cents ($58,531.56)** for the purpose of painting, lighting & electrical upgrades, ADA accessibility improvements, data cabling, installation of shelving and fixtures, front façade restoration, and new signage at the owner-occupied business property of the UPS Store located at 105 W. Oak St, Palestine, TX 75801 ("PROJECT"). PEDC has found that the proposed improvements of APPLICANT'S property will encourage economic development in the City and will add to the ad valorem tax rolls of the City and other local taxing entities, and the PEDC and City have approved a cash performance grant to APPLICANT that matches funds expended by APPLICANT not to exceed a grant of **Forty-Three Thousand Eight Hundred Ninety-Eight Dollars and Sixty-Seven Cents ($43,898.67)** ("GRANT").

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

1. APPLICANT'S OBLIGATIONS

1.1. The GRANT PROGRAM, APPLICATION, and APPLICATION GRANT APPROVAL are incorporated herein by reference as if specifically set forth herein.

1.2. APPLICANT accepts such grant subject to PEDC and City approval.

1.3. APPLICANT recognizes that, pursuant to the terms and provisions of Texas law, this GRANT AGREEMENT will not be valid and binding on PEDC until it is approved by the City Council of the City of Palestine, Texas.

1.4. APPLICANT will secure completion of the improvements in compliance within its APPLICATION, the GRANT APPLICATION APPROVAL, and the GRANT PROGRAM before September 15, 2027.

1.5. APPLICANT will obtain all permits required by the CITY or otherwise required by other government authorities for the improvement project.

1.6. PEDC, by its designated representative, shall have the right to inspect during the construction of the improvements and, following APPLICANT'S notice of completion, to evaluate APPLICANT'S compliance with the APPLICATION, the GRANT APPLICATION APPROVAL, and the GRANT PROGRAM.

2. FUNDING

2.1. APPLICANT shall provide PEDC with written notification of project completion by certified mail, return receipt requested, stating that all improvements have been completed in accordance with the APPLICATION and GRANT APPLICATION APPROVAL and GRANT PROGRAM, and that full payments have been made for all labor and materials with attached payment receipts for materials and labor, required permits, inspection reports, and project photographs.

2.2. Upon PEDC'S receipt of APPLICANT'S notification of completion, an on-site inspection may be made by a representative or representatives of PEDC. Such inspection shall not be considered in any way as a reflection of PEDC'S approval on the quality, safety, or reliability of the improvements, such being the sole responsibility of APPLICANT.

2.3. Following on-site inspection, PEDC will review the findings and may request additional information if needed and then either notify the APPLICANT of compliance or identify items of non-compliance. APPLICANT shall correct the items of non-compliance within thirty (30) days of notice thereof or this GRANT AGREEMENT shall be immediately cancelled and the APPLICANT shall immediately refund of all grant monies received to date, if any.

2.4. Upon the PEDC board of directors making a finding of completion of the project, as per the terms of the APPLICATION, the GRANT APPLICATION APPROVAL and the GRANT AGREEMENT, payment of the total grant award will be made.

3. REPRESENTATION AND WARRANTIES

APPLICANT represents and warrants to PEDC that:

3.1. APPLICANT has the power and authority, corporate or otherwise, to conduct its business and to perform all of its obligations under this GRANT AGREEMENT.

3.2. APPLICANT'S execution, delivery, and performance of this GRANT AGREEMENT has been duly authorized by all necessary action, corporate or otherwise, and does not and will not violate any provision of any existing law, rule, regulation, contract, or lien by which APPLICANT or its property or assets is bound or affected.

3.3. To the best of APPLICANT'S knowledge neither it, nor any division, branch, subsidiary, or related agency of the APPLICANT, is a party to any administrative or legal proceeding that is active or threatened against the APPLICANT or APPLICANT'S officers which may result in any material adverse change in APPLICANT'S business operations or assets which may be the subject of this GRANT AGREEMENT.

3.4. APPLICANT represents and warrants that they are not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Government Code.

3.5. Information, documentation, and other material in connection with the GRANT AGREEMENT may be subject to public disclosure pursuant to Chapter 552 of the Government Code **(the "Public Information Act")**. To the extent, if any, that any provision of the Agreement is in conflict with the Public Information Act, such provision shall be void and have no force or effect.

In accordance with Section 2252.907 of the Government Code, APPLICANT is required to make any information created or exchanged with the PEDC pursuant to the GRANT AGREEMENT, regardless of contrary provisions contained herein, and not otherwise excepted from disclosure under the Public Information Act, available in a format that is accessible by the public at no additional charge to the PEDC.

3.6. ***No Indemnification by the PEDC.*** APPLICANT and the PEDC expressly acknowledge that the PEDC'S authority to indemnify and hold harmless any third party is governed by Article XI, Section 7, of the Texas Constitution and any provision that purports to require indemnification by the PEDC is invalid. Nothing in this GRANT AGREEMENT requires that the PEDC incur debt, assess or collect funds, or create a sinking fund.

3.7. APPLICANT is aware of the limitations imposed on this GRANT and the use of funds by law and acknowledges that the funds herein granted shall be utilized solely for purposes authorized under law and by the terms of this GRANT AGREEMENT. In the event that an audit determines that the financial incentives granted under this GRANT AGREEMENT were not used for proper purposes, APPLICANT agrees to reimburse PEDC for the sums of money spent for purposes not authorized by law or this GRANT AGREEMENT, with interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever 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 City) as its prime or base commercial lending rate. The payment of interest shall be from the date that the money was spent for purposes not authorized by law or this GRANT AGREEMENT.

3.8. APPLICANT does not and will not knowingly employ an undocumented worker, as that term is defined by Tex. Gov't. Code Sec. 2264.001, directly or indirectly through a contractor or subcontractor. If, after receiving the funds herein granted, APPLICANT is convicted of a violation under 8 U.S.C. § 1324a(t), APPLICANT shall repay the amount of the grant paid by PEDC to APPLICANT with interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever 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 City) as its prime or base commercial lending rate. The payment of interest shall be, no later than 120 days after the date that APPLICANT receives notification of such a violation.

3.9. APPLICANT shall fully comply with all local, state and federal laws applicable or otherwise implicated by APPLICANT'S receipt of funds under this GRANT PROGRAM, which includes but is not limited to APPLICANT'S compliance with Title VII, Civil Rights Act of 1964, as amended, the Texas Labor Code, the Drug Free Workplace Act of 1988, and the Americans with Disabilities Act, as well as APPLICANT'S refraining from discrimination of persons based on race, color, religion, sex (including pregnancy, childbirth, and related medical conditions; sexual orientation), national origin, disability, age, citizenship status, genetic information, political affiliation or participation in civil rights activities. Furthermore, while the City of Palestine fully supports the exercise of freedom of speech, the City of Palestine will not financially support or fund projects that incorporate or promote ideas of hate or which are intended to vilify, humiliate, or incite hatred against a group or a class of persons on the basis of race, religion, skin color, sexual identity, gender identity, ethnicity, disability or national origin.

3.10. APPLICANT will use all commercially reasonable efforts to continue operations in Palestine, Anderson County, Texas.

3.11. APPLICANT shall timely pay all ad valorem taxes due and owed by it to the CITY and all other taxing authorities having jurisdiction over the APPLICANT'S property. APPLICANT shall also timely pay any and all water and sewer bills owed to the CITY. In addition, APPLICANT shall timely pay all employment, income, franchise, and other taxes owed by it to all local, state, and federal government entities.

3.12. APPLICANT shall properly notify the Anderson County Appraisal District of all capital improvements, personal property, and equipment and shall list the City of Palestine as the taxable situs of all capital improvements, personal property, and equipment located on the property.

3.13. If APPLICANT'S operations, past or present, cause the CITY or PEDC to be fined by any governmental entity, this AGREEMENT shall terminate immediately and the PEDC will have no further obligations under this GRANT AGREEMENT and APPLICANT shall immediately repay the CITY or PEDC for such fines, penalties, and expenses within thirty (30) days.

3.14. If the business property, that being 105 W. Oak St., Palestine, Texas 75801, is sold, conveyed, or utilized for a purpose not originally intended by the GRANT APPLICATION

within two years of grant funding being awarded to APPLICANT, APPLICANT shall be required to reimburse the PEDC immediately for the full amount of the grant.

4. REMEDIES

4.1. Upon default, the non-defaulting party shall have the right to seek any remedy available in law or equity including, termination of this GRANT AGREEMENT, recovery of GRANT funds, and pre-judgment and post-judgment interest at the rate provided by law or as otherwise provided by this GRANT AGREEMENT (whichever is greater).

4.2 **Attorney's Fees.** Except as otherwise expressly provided herein, each party shall bear its own costs and attorney's fees in connection with this Agreement, including any dispute relating thereto.

5. MISCELLANEOUS PROVISIONS

5.1. All representations, warranties, covenants, and agreements, as well as rights and benefits for the parties to this GRANT AGREEMENT shall survive the payment of grant funds to APPLICANT.

5.2. This GRANT AGREEMENT may not be assigned by APPLICANT without the prior written consent of PEDC. No such assignment shall relieve APPLICANT of any of its obligations under this GRANT AGREEMENT.

5.3. The GRANT AGREEMENT may not be amended, modified, altered, or changed unless in writing, signed by both parties to this GRANT AGREEMENT and approved by the City of Palestine.

5.4. **APPLICANT SHALL INDEMNIFY AND HOLD THE PEDC, ITS EMPLOYEES, AND ITS AGENTS HARMLESS FOR ANY DAMAGES, BOTH PERSONAL AND PROPERTY, WHICH MAY RESULT DIRECTLY OR INDIRECTLY FROM ANY INCIDENT ASSOCIATED WITH PROJECT BOTH DURING AND AFTER CONSTRUCTION, AND THAT PEDC, ITS EMPLOYEES, AND ITS AGENTS SHALL NOT BE LIABLE FOR ANY DEBTS INCURRED IN ASSOCIATION WITH THE EXECUTION AND COMPLETION OF THE SUBJECT PROJECT OF THIS APPLICATION.**

PEDC, ITS EMPLOYEES, AND ITS AGENTS, DO NOT ATTEST TO THE QUALITY, SAFETY, OR CONSTRUCTION OF A PROJECT ELIGIBLE FOR, OR RECEIVING GRANT FUNDING. THEREFORE, PEDC, ITS EMPLOYEES AND AGENTS SHALL BE HELD HARMLESS BY THE APPLICANT FOR ANY PROJECT WHOSE APPLICATION HAS BEEN APPROVED OR HAS RECEIVED ACTUAL GRANT FUNDING.

5.5. **Severability.** In the event of any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporations, or circumstance, shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity, or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the application, validity, or constitutionality of the remaining parts of this Agreement shall not be affected thereby.

5.6. This GRANT AGREEMENT shall be binding upon an inure to the benefit of the parties and their respective heirs, administrators, and assigns.

5.7. No failure or delay on the part of the PEDC in exercising any right, power, or exercise hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No notice to or demand on APPLICANT in any case shall entitle APPLICANT to any other or further notice or demand in similar or other circumstances.

5.8. All notices, consents, requests, demands, and other communication hereunder shall be in writing and shall be deemed to have been duly given to the party hereto if mailed by certified mail, prepaid, to the APPLICANT'S address shown above as first written.

5.9. Time is of the essence of this agreement.

5.10. Neither party will be liable for delays or failure in its performance hereunder to the extent that such delay or failure is caused by acts of God, war, terrorism, or threats of terrorism, natural disaster, strike, lockout, labor dispute, work stoppage, fire, third-party criminal act, quarantine restriction, epidemic, pandemic, act of government, or other events outside of the reasonable control of a party (a "Force Majeure Event"); provided that the delayed party took reasonable precaution to prevent the impact of the Force Majeure Event.

5.11. This GRANT AGREEMENT shall be deemed a contract made under the laws of the State of Texas and for all purposes shall be construed in accordance with the Laws of said State. The venue shall be in Anderson County, Texas.

5.12. The providing of this GRANT AGREEMENT by PEDC to APPLICANT by any means of delivery constitutes an offer by PEDC to APPLICANT to accept this GRANT AGREEMENT on the terms and conditions contained therein, subject to approval by the City of Palestine City Council. If APPLICANT has not accepted the offer by ninety (90) days from the date approved by the City Council of the City of Palestine, Texas, the offer will lapse, and the offer and this GRANT AGREEMENT shall become null and void.

6. TERM

6.1. This GRANT AGREEMENT shall be effective on the date of the last signature below. The GRANT AGREEMENT shall terminate one year from the date that the PEDC board of directors

makes a finding of completion of the project pursuant to Section 2.5 of this GRANT AGREEMENT or earlier as otherwise terminated according to the provisions of this GRANT AGREEMENT.

AGREED and **SIGNED** to be effective as of the Effective Date.

For the Applicant(s):
Link Bratton Building LLC

By _____ Date _____
Kevin Fuhr, Managing Manager

For the PEDC:
Palestine Economic Development Corporation

By_____ Date _____
Dan Bochsler, Board President

APPROVED:
City of Palestine, Texas

By _____ Date _____
Mitchell Jordan, Mayor

Agenda Date:	11/10/2026
To:	Palestine Economic Development Corporation
From:	Melissa Temple, EDC Administrative Assistant
Agenda Item:	Discussion and possible action regarding a Downtown Grant Performance Agreement with Three Owls Enterprises, LLC.

SUMMARY:

Discussion and possible action regarding a Downtown Grant Performance Agreement with Three Owls Enterprises, LLC.

RECOMMENDED ACTION:

Staff recommending making a finding of completion and issuing final payment for work completed pursuant to a Downtown Grant Performance Agreement with Three Owls Enterprises, LLC.

Attachments

Three Owls Enterprises, LLC. Performance Agreement

Grant Completion Documents

DOWNTOWN GRANT PERFORMANCE AGREEMENT

This Downtown Grant Performance Agreement ("GRANT AGREEMENT") is executed by and between the Palestine Economic Development Corporation, a Texas Section 4B Economic Development Corporation ("PEDC"), whose address is 100 Willow Creek Pkwy. Suite A, Palestine, Texas 75801, and Three Owls Enterprises LLC, ("APPLICANT"), a Texas limited liability company whose current address is 4008 Louetta Rd #267, Spring, Texas 77388.

RECITALS

WHEREAS, the PEDC is an Economic Development Corporation, organized under the Texas Development Corporation Act of 1979, Article 5190.6, Section 4B of Vernon's Texas Civil Statutes, now Section 501 et seq. of the Texas Local Government Code (the Act), and authorized by the City of Palestine, Texas (City);

WHEREAS, the PEDC has adopted, and the City approved, a Downtown Grant Program ("GRANT PROGRAM");

WHEREAS, the APPLICANT submitted its Application dated October 20, 2025 for a Downtown Grant ("APPLICATION"); and

WHEREAS, the APPLICANT plans to make real property capital investments of **Fifty-Seven Thousand Six Hundred Sixty-Six Dollars and Ninety-Six Cents ($57,666.96)** for the purpose of electrical upgrades, HVAC installation, and spray foam insulation at the vacant property located at 917 W. Debard St, Palestine, TX 75801 ("PROJECT"). PEDC has found that the proposed improvements of APPLICANT'S property will encourage economic development in the City and will add to the ad valorem tax rolls of the City and other local taxing entities, and the PEDC and City have approved a cash performance grant to APPLICANT that matches funds expended by APPLICANT not to exceed a grant of **Twenty-Eight Thousand Eight Hundred Thirty-Three Dollars and Forty-Eight Cents ($28,833.48)** ("GRANT").

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

1. APPLICANT'S OBLIGATIONS

1.1. The GRANT PROGRAM, APPLICATION, and APPLICATION GRANT APPROVAL are incorporated herein by reference as if specifically set forth herein.

1.2. APPLICANT accepts such grant subject to PEDC and City approval.

1.3. APPLICANT recognizes that, pursuant to the terms and provisions of Texas law, this GRANT AGREEMENT will not be valid and binding on PEDC until it is approved by the City Council of the City of Palestine, Texas.

1.4. APPLICANT will secure completion of the improvements in compliance within its APPLICATION, the GRANT APPLICATION APPROVAL, and the GRANT PROGRAM before September 15, 2026.

1.5. APPLICANT will obtain all permits required by the CITY or otherwise required by other government authorities for the improvement project.

1.6. PEDC, by its designated representative, shall have the right to inspect during the construction of the improvements and, following APPLICANT'S notice of completion, to evaluate APPLICANT'S compliance with the APPLICATION, the GRANT APPLICATION APPROVAL, and the GRANT PROGRAM.

2. FUNDING

2.1. APPLICANT shall provide PEDC with written notification of project completion by certified mail, return receipt requested, stating that all improvements have been completed in accordance with the APPLICATION and GRANT APPLICATION APPROVAL and GRANT PROGRAM, and that full payments have been made for all labor and materials with attached payment receipts for materials and labor, required permits, inspection reports, and project photographs.

2.2. Upon PEDC'S receipt of APPLICANT'S notification of completion, an on-site inspection may be made by a representative or representatives of PEDC. Such inspection shall not be considered in any way as a reflection of PEDC'S approval on the quality, safety, or reliability of the improvements, such being the sole responsibility of APPLICANT.

2.3. Following on-site inspection, PEDC will review the findings and may request additional information if needed and then either notify the APPLICANT of compliance or identify items of non-compliance. APPLICANT shall correct the items of non-compliance within thirty (30) days of notice thereof or this GRANT AGREEMENT shall be immediately cancelled and the APPLICANT shall immediately refund of all grant monies received to date, if any.

2.4. Upon the PEDC board of directors making a finding of completion of the project, as per the terms of the APPLICATION, the GRANT APPLICATION APPROVAL and the GRANT AGREEMENT, payment of the total grant award will be made.

3. REPRESENTATION AND WARRANTIES

APPLICANT represents and warrants to PEDC that:

3.1. APPLICANT has the power and authority, corporate or otherwise, to conduct its business and to perform all of its obligations under this GRANT AGREEMENT.

3.2. APPLICANT'S execution, delivery, and performance of this GRANT AGREEMENT has been duly authorized by all necessary action, corporate or otherwise, and does not and will not

violate any provision of any existing law, rule, regulation, contract, or lien by which APPLICANT or its property or assets is bound or affected.

3.3. To the best of APPLICANT'S knowledge neither it, nor any division, branch, subsidiary, or related agency of the APPLICANT, is a party to any administrative or legal proceeding that is active or threatened against the APPLICANT or APPLICANT'S officers which may result in any material adverse change in APPLICANT'S business operations or assets which may be the subject of this GRANT AGREEMENT.

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In accordance with Section 2252.907 of the Government Code, APPLICANT is required to make any information created or exchanged with the PEDC pursuant to the GRANT AGREEMENT, regardless of contrary provisions contained herein, and not otherwise excepted from disclosure under the Public Information Act, available in a format that is accessible by the public at no additional charge to the PEDC.

3.6. ***No Indemnification by the PEDC.*** APPLICANT and the PEDC expressly acknowledge that the PEDC'S authority to indemnify and hold harmless any third party is governed by Article XI, Section 7, of the Texas Constitution and any provision that purports to require indemnification by the PEDC is invalid. Nothing in this GRANT AGREEMENT requires that the PEDC incur debt, assess or collect funds, or create a sinking fund.

3.7. APPLICANT is aware of the limitations imposed on this GRANT and the use of funds by law and acknowledges that the funds herein granted shall be utilized solely for purposes authorized under law and by the terms of this GRANT AGREEMENT. In the event that an audit determines that the financial incentives granted under this GRANT AGREEMENT were not used for proper purposes, APPLICANT agrees to reimburse PEDC for the sums of money spent for purposes not authorized by law or this GRANT AGREEMENT, with interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever 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 City) as its prime or base commercial lending rate. The payment of interest shall be from the date that the money was spent for purposes not authorized by law or this GRANT AGREEMENT.

3.8. APPLICANT does not and will not knowingly employ an undocumented worker, as that term is defined by Tex. Gov't. Code Sec. 2264.001, directly or indirectly through a contractor or subcontractor. If, after receiving the funds herein granted, APPLICANT is convicted of a violation

under 8 U.S.C. § 1324a(t), APPLICANT shall repay the amount of the grant paid by PEDC to APPLICANT with interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever 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 City) as its prime or base commercial lending rate. The payment of interest shall be, no later than 120 days after the date that APPLICANT receives notification of such a violation.

3.9. APPLICANT shall fully comply with all local, state and federal laws applicable or otherwise implicated by APPLICANT'S receipt of funds under this GRANT PROGRAM, which includes but is not limited to APPLICANT'S compliance with Title VII, Civil Rights Act of 1964, as amended, the Texas Labor Code, the Drug Free Workplace Act of 1988, and the Americans with Disabilities Act, as well as APPLICANT'S refraining from discrimination of persons based on race, color, religion, sex (including pregnancy, childbirth, and related medical conditions; sexual orientation), national origin, disability, age, citizenship status, genetic information, political affiliation or participation in civil rights activities. Furthermore, while the City of Palestine fully supports the exercise of freedom of speech, the City of Palestine will not financially support or fund projects that incorporate or promote ideas of hate or which are intended to vilify, humiliate, or incite hatred against a group or a class of persons on the basis of race, religion, skin color, sexual identity, gender identity, ethnicity, disability or national origin.

3.10. APPLICANT will use all commercially reasonable efforts to continue operations in Palestine, Anderson County, Texas.

3.11. APPLICANT shall timely pay all ad valorem taxes due and owed by it to the CITY and all other taxing authorities having jurisdiction over the APPLICANT'S property. APPLICANT shall also timely pay any and all water and sewer bills owed to the CITY. In addition, APPLICANT shall timely pay all employment, income, franchise, and other taxes owed by it to all local, state, and federal government entities.

3.12. APPLICANT shall properly notify the Anderson County Appraisal District of all capital improvements, personal property, and equipment and shall list the City of Palestine as the taxable situs of all capital improvements, personal property, and equipment located on the property.

3.13. If APPLICANT'S operations, past or present, cause the CITY or PEDC to be fined by any governmental entity, this AGREEMENT shall terminate immediately and the PEDC will have no further obligations under this GRANT AGREEMENT and APPLICANT shall immediately repay the CITY or PEDC for such fines, penalties, and expenses within thirty (30) days.

3.14. If the business property, that being 917 W. Debard St., Palestine, Texas 75801, is sold, conveyed, or utilized for a purpose not originally intended by the GRANT APPLICATION within two years of grant funding being awarded to APPLICANT, APPLICANT shall be required to reimburse the PEDC immediately for the full amount of the grant.

4. REMEDIES

4.1. Upon default, the non-defaulting party shall have the right to seek any remedy available in law or equity including, termination of this GRANT AGREEMENT, recovery of GRANT funds, and pre-judgment and post-judgment interest at the rate provided by law or as otherwise provided by this GRANT AGREEMENT (whichever is greater).

4.2 **Attorney's Fees.** Except as otherwise expressly provided herein, each party shall bear its own costs and attorney's fees in connection with this Agreement, including any dispute relating thereto.

5. MISCELLANEOUS PROVISIONS

5.1. All representations, warranties, covenants, and agreements, as well as rights and benefits for the parties to this GRANT AGREEMENT shall survive the payment of grant funds to APPLICANT.

5.2. This GRANT AGREEMENT may not be assigned by APPLICANT without the prior written consent of PEDC. No such assignment shall relieve APPLICANT of any of its obligations under this GRANT AGREEMENT.

5.3. The GRANT AGREEMENT may not be amended, modified, altered, or changed unless in writing, signed by both parties to this GRANT AGREEMENT and approved by the City of Palestine.

5.4. **APPLICANT SHALL INDEMNIFY AND HOLD THE PEDC, ITS EMPLOYEES, AND ITS AGENTS HARMLESS FOR ANY DAMAGES, BOTH PERSONAL AND PROPERTY, WHICH MAY RESULT DIRECTLY OR INDIRECTLY FROM ANY INCIDENT ASSOCIATED WITH PROJECT BOTH DURING AND AFTER CONSTRUCTION, AND THAT PEDC, ITS EMPLOYEES, AND ITS AGENTS SHALL NOT BE LIABLE FOR ANY DEBTS INCURRED IN ASSOCIATION WITH THE EXECUTION AND COMPLETION OF THE SUBJECT PROJECT OF THIS APPLICATION.**

PEDC, ITS EMPLOYEES, AND ITS AGENTS, DO NOT ATTEST TO THE QUALITY, SAFETY, OR CONSTRUCTION OF A PROJECT ELIGIBLE FOR, OR RECEIVING GRANT FUNDING. THEREFORE, PEDC, ITS EMPLOYEES AND AGENTS SHALL BE HELD HARMLESS BY THE APPLICANT FOR ANY PROJECT WHOSE APPLICATION HAS BEEN APPROVED OR HAS RECEIVED ACTUAL GRANT FUNDING.

5.5. **Severability.** In the event of any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporations, or circumstance, shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity, or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the

application, validity, or constitutionality of the remaining parts of this Agreement shall not be affected thereby.

5.6. This GRANT AGREEMENT shall be binding upon an inure to the benefit of the parties and their respective heirs, administrators, and assigns.

5.7. No failure or delay on the part of the PEDC in exercising any right, power, or exercise hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No notice to or demand on APPLICANT in any case shall entitle APPLICANT to any other or further notice or demand in similar or other circumstances.

5.8. All notices, consents, requests, demands, and other communication hereunder shall be in writing and shall be deemed to have been duly given to the party hereto if mailed by certified mail, prepaid, to the APPLICANT'S address shown above as first written.

5.9. Time is of the essence of this agreement.

5.10. Neither party will be liable for delays or failure in its performance hereunder to the extent that such delay or failure is caused by acts of God, war, terrorism, or threats of terrorism, natural disaster, strike, lockout, labor dispute, work stoppage, fire, third-party criminal act, quarantine restriction, epidemic, pandemic, act of government, or other events outside of the reasonable control of a party (a "Force Majeure Event"); provided that the delayed party took reasonable precaution to prevent the impact of the Force Majeure Event.

5.11. This GRANT AGREEMENT shall be deemed a contract made under the laws of the State of Texas and for all purposes shall be construed in accordance with the Laws of said State. The venue shall be in Anderson County, Texas.

5.12. The providing of this GRANT AGREEMENT by PEDC to APPLICANT by any means of delivery constitutes an offer by PEDC to APPLICANT to accept this GRANT AGREEMENT on the terms and conditions contained therein, subject to approval by the City of Palestine City Council. If APPLICANT has not accepted the offer by ninety (90) days from the date approved by the City Council of the City of Palestine, Texas, the offer will lapse, and the offer and this GRANT AGREEMENT shall become null and void.

6. TERM

6.1. This GRANT AGREEMENT shall be effective on the date of the last signature below. The GRANT AGREEMENT shall terminate one year from the date that the PEDC board of directors makes a finding of completion of the project pursuant to Section 2.5 of this GRANT AGREEMENT or earlier as otherwise terminated according to the provisions of this GRANT AGREEMENT.

AGREED and **SIGNED** to be effective as of the Effective Date.

For the Applicant(s):
Three Owls Enterprises LLC

By Babette Moreno Date 12-11-25
Babette Moreno, Registered Agent

For the PEDC:
Palestine Economic Development Corporation

By [signature] Date 12-9-2025
Dan Bochsler, Board President

APPROVED:
City of Palestine, Texas

By [signature] Date 12-8-2025
Mitchell Jordan, Mayor

Dear PEDC board

This is my written notification of project completion for the improvements identified in the PEDC grant to Three Owls Enterprises in accordance with the APPLICATION and GRANT APPLICATION APPROVAL and GRANT PROGRAM which included

electrical upgrades, HVAC installation, and spray foam insulation at the vacant property located at 917 W. Debard St, Palestine, TX 75801 (“PROJECT”).

I further verify that full payments have been made for all labor and materials. I have attached payment receipts for materials and labor, required permits, and project photographs. Because both the electrical work and Ac work include the gas line that is being installed by Atmos, the final inspection will not be ready until the end of November/First week in December.

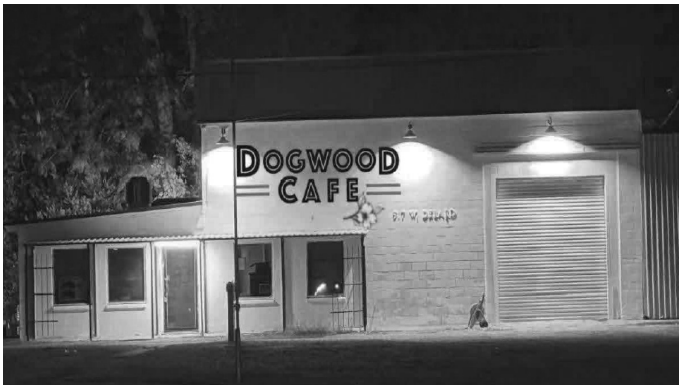
Electrical Upgrades: Henderson Electric : $38,908.39

HVAC Installation: Ranger Air & Heat total cost: $18,500. (actual cost: $21,700)

Spray Foam Insulation: $2953.00



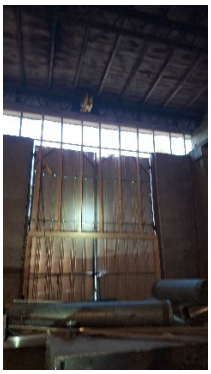
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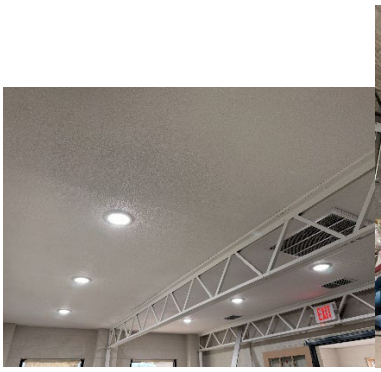
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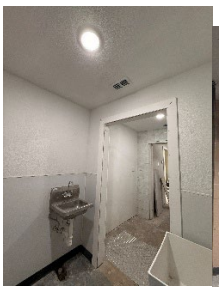


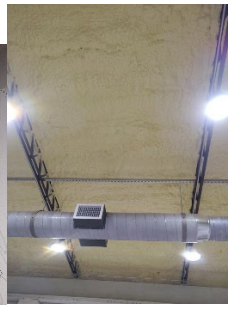
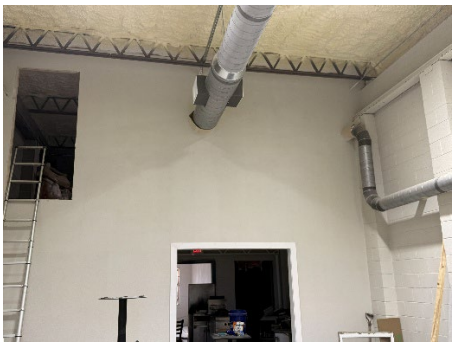


With AC/Electrical/Spray Foam





THE CITY OF PALESTINE
TEXAS • 1846

CITY OF PALESTINE DEVELOPMENT SERVICES / 504 N. QUEEN ST. / PALESTINE, TX. / 903-731-8435

COMMERCIAL ALTERATION PERMIT

PERMIT #:	260143	DATE ISSUED:	4/07/2026
JOB ADDRESS:	917 W DEBARD ST	EXPIRES:	10/07/2026
SUBDIVISION:		TRACT #:	
LOT:		LAND USE ZONE:	
BLOCK:			
ISSUED TO:	DOGWOOD CAFE	CONTRACTOR:	TILE FLOORS AND MORE BY CESAR
ADDRESS	917 W DEBARD ST	ADDRESS:	4008 LOUETTA RD # 305
CITY, STATE ZIP:	PALESTINE TX 75801-2633	CITY, STATE ZIP:	SPRING TX 773884405
PHONE:	832-683-3893	PHONE:	281-384-4586
DESC. OF WORK:	COMMERCIAL ALTERATION		
CONST. TYPE:		PROJECT SIZE: 1,853.00	CLASS OF WORK: ALTERATION
PROJ VALU:	$ 55,000	NUMBER OF STORIES:	MAX OCC. LOAD:
ARCHITECT:		ENGINEER:	OCCUPANCY:
PROPERTY USE:			

WORK DESCRIPTION: REVISION OF ORIGINAL EXPIRED PERMIT-REVISED PLANS WERE APPROVED BY BV AND PERMIT IS BEING ISSUED FOR THE REMAINING WORK LEFT TO BE PERFORMED ONLY. PER S. DAVIS ADDITIONAL FEES WERE WAIVED PERMIT FEE ONLY CHARGED-MUST CALL FOR ALL INSPECTIONS REQURED FOR WORK BEING PERFORMED

SPECIAL CONDITIONS:

DESCRIPTION	CONTRACTOR	
COMMERCIAL ALTERATION	TILE FLOORS AND MORE BY CESAR	$427.61

NOTICE

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 6 MONTHS AT ANY TIME AFTER WORK IS STARTED.

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provision of any other state or local law regulating construction or the performances of construction and that I make this statement under penalty of perjury.

(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT) ____/____/____ DATE

Janet Mizziaccio

(BUILDING/PLANNING DEPT) 4/8/26 DATE

FOR INSPECTIONS PLEASE CALL (903)731-8435

THE CITY OF
PALESTINE
TEXAS ★ 1846

Date Issued: April 6, 2026

Expiration Date: April 6, 2027

City of Palestine, Texas

GENERAL CONTRACTOR LICENSE

License # 2981

WHEREAS, the local governing body of the **City of Palestine, Texas,** has, upon application duly made, granted and authorized the issuance of a **GENERAL CONTRACTOR** License to **TILE FLOORS AND MORE BY CESAR**, as defined by law, pursuant to Sections 125.26(6) and 125.51(3)of the Statutes of the State of Texas, and applicable City Ordinances.

LICENSE IS HEREBY ISSUED to said applicant at the following described address:

FOR THE PERIOD from April 6, 2026 to April 6, 2027.

Given under my hand and the corporate seal of the City of Palestine, this 6th day of April, 2026

Janet Mylacris

DEVELOPMENT SERVICES

MARK HENDERSON ELECTRIC INC

4334 SOUTH STATE HWY. 19
PALESTINE, TX 75801
TECL # 17621
(903) 729-5655

Invoice

Date	Invoice #
10/27/2026	33244

Bill To
THREE OWLS ENTERPRISES LLC 917 W. DEBARD PALESTINE, TEXAS 75801

Pmt #2

PAID
CK. NO. 4002
DATE 10-27-26
2694 43

PAID IN FULL DJ

Terms	Due on receipt

Past due invoices subject to 1.5% (annual 18%) service charge per month.

Description	Qty	Rate	Amount
10-9-26			
Job: 917 W. Debard - Palestine			
Wired lighting and additional equipment as per bid (price did not include tax or permit)			
Work provided on bid basis		37,738.00	37,738.00
Permitting costs		120.00	120.00
Sales tax on materials and work provided		1,050.39	1,050.39

Pmt. #1

PAID
CK. NO. 4026
DATE 10/9/26

36,213.96

Bal. Due - 2,694.43

Regulated by the Texas Dept. of Licensing and Regulation, P.O. Box 12157 Austin, Texas 78711, 1-800-803-9202, 512-463-6599, www.license.tx.us/complaints.

Total $38,908.39

THE CITY OF PALESTINE
TEXAS • 1846

COMMERCIAL ELECTRICAL PERMIT

PERMIT #:	260143	DATE ISSUED:	3/05/2026
JOB ADDRESS:	917 W DEBARD ST	EXPIRES:	9/04/2026
ISSUED TO:	DOGWOOD CAFE	CONTRACTOR:	HENDERSON ELECTRIC
ADDRESS	917 W DEBARD ST	ADDRESS:	4334 S STATE HIGHWAY 19
CITY, STATE ZIP:	PALESTINE TX 75801-2633	CITY, STATE ZIP:	PALESTINE TX 758016358
PHONE:	832-683-3893	PHONE:	903-729-5655
DESC. OF WORK:	COMMERCIAL ELECTRIC		
	PROJECT SIZE: 0.00	CLASS OF WORK:	COMMERCIAL ELECTRICAL
PROJ VALU:	$ 0	NUMBER OF STORIES:	

WORK DESCRIPTION: WIRE KITCHEN EQUIPMENT, NEW LIGHTING, VENT-A-HOOD AND EXIT LIGHTS IN COMMERCIAL BUSINESS STRUCTURE THAT PREVIOUSLY WENT THROUGH BV AND WAS APPROVED FOR REMODEL-TRADES MUST PULL THEIR PORTION FOR THEIR WORK ON THIS PROJECT

NOTICE

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 6 MONTHS AT ANY TIME AFTER WORK IS STARTED.

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provision of any other state or local law regulating construction or the performances of construction and that I make this statement under penalty of perjury.

(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT) ____/____/____ DATE

Janet Mizzaccio

(BUILDING/PLANNING DEPT) 3/5/26 DATE

FOR INSPECTIONS PLEASE CALL (903)731-8435

Mark Henderson Electric, Inc.
4334 Hwy. 19 South
Palestine, Texas 75801
TECL# 17621
Phone: (903) 729-5655
Fax: (903) 727-0391

Friday January 16, 2026

Three Owls Enterprises LLC

Attention: Babette

Ref: 917 W. Debard – Palestine – Revised 2026

Babette,

As per your plans and information provided to us, we propose to furnish material and labor to wire lighting and additional equipment for restaurant conversion.

Estimated material and labor $ 37,738.00

Please note the materials went up $ 1,524.04 from the quote we gave you in October 2025

Price does not include tax or permit.

Price good for 14 days.

Respectfully submitted,

Mark Henderson

Accepted by: _____ Date: _____

THE CITY OF PALESTINE
TEXAS • 1846

COMMERCIAL MECHANICAL PERMIT

PERMIT #	260143	DATE ISSUED	5/01/2026
JOB ADDRESS	917 W DEBARD ST	EXPIRES	7/30/2026
ISSUED TO	DOGWOOD CAFE	CONTRACTOR	RANGER AIR & HEAT
ADDRESS	917 W DEBARD ST	ADDRESS	PO BOX 1573
CITY, STATE ZIP	PALESTINE TX 75801-2633	CITY, STATE ZIP	PALESTINE TX 758021573
PHONE	832-683-3893	PHONE	903-729-5634
DESC OF WORK	COMMERCIAL ELECTRIC		
	PROJECT SIZE 1,853.00	CLASS OF WORK	COMMERCIAL ELECTRICAL
PROJ VALU	$ 0	NUMBER OF STORIES	

WORK DESCRIPTION INSTALL HVAC UNIT FOR CURRENTLY VACANT COMMERCIAL BUSINESS EXISTING BUILDING UNDERGOING PERMITTED REMODEL-NO FEE FOR PERMIT AS ALL TRADE PERMITS WERE COVERED UNDER MAIN G/C PERMIT

FEE CODE	DESCRIPTION	AMOUNT
M-MEC COM	MECHANICAL PERMIT FEE COMMERCIAL	$ 0.00
	TOTAL	

NOTICE

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I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provision of any other state or local law regulating construction or the performances of construction and that I make this statement under penalty of perjury.

(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT) — DATE

Jack Mizzaccio — 5/1/26

(BUILDING/PLANNING DEPT) — DATE

FOR INSPECTIONS PLEASE CALL (903)731-8435

Roofing and Spray Foam Texas
408 E. Loop 281 Ste. B
Longview, TX 75605

INVOICE

Job: 917: Babette Moreno
Invoice Number: 917-1
Invoice Date: 01/12/2026
Terms: Upon Receipt

Location Address
917 West Debard Street
Palestine, TX 75801

Babette Moreno
917 West Debard Street
Palestine, TX 75801

	PRICE
INVOICE	
open cell	
Spray Foam Section	
prep building for spray foam tape and cover electrical windows doors and floors	
4"open cell to verticals above block wall	
6" open cell spray foam to the underside of the roof deck	
clean up and haul away trash from prep work	
Subtotal: open cell	**$2,953.00**
Subtotal: Invoice	**$2,953.00**
Grand Total	**$2,953.00**

PAID

Payments/Credits:	
01/09/2026	**$1,771.00**
01/06/2026	**$1,182.00**
Total Received:	**$2,953.00**
Invoice Balance Due:	**$0.00**

REMIT TO:
408 E. Loop 281 Ste. B
Longview, TX 75605

Company Representative:
Josh Harms
(903) 918-6136
J.Harms@SprayFoam-Roofing.com

Ranger Air & Heat Company

(903) 729-5634
Remit To: Box 1573, Palestine, TX 75802
TACLB005970C
Serving Anderson and surrounding counties since 1986

3890 Hwy. 19 South, Palestine, TX 75801

SERVICE INVOICE 51336

TEAR ☐ QUOTED ☐ WARRANTY ☐ EMAIL

WORK ORDER NO.

CUSTOMER P.O. NO.

DATE 3/10/26

SERVICE LOCATION PHONE NO. 832-665-3293

CONTACT PHONE NO.

SERVICE LOCATION - STREET ADDR., CITY, STATE, ZIP

Dogwood Cafe

Deband Street

5A7C406[illegible]HE RNX18AMD-Serial# 0MOXPDCY5[illegible]

(2) RXX18AMD-Serial# CIDTP3CY ; CIDTP3CY[illegible] 0MOXPDCY[illegible]

UNIT BASE 4TWE5[illegible] SERIAL NO. 2643[illegible] UNIT BASE American Standard MODEL NO. 4TWCS[illegible] SERIAL NO. [illegible]

DESCRIPTION OF WORK DONE

CHECK THERMOSTAT ☐	CHECK AIR CONTROLS ☐	AIR TO TEPS CLEAN ☐	PURGE/ADD SYS. CHARGE ☐	CONDENSER CLEAN ☐	INSPECT BELTS & PULLEYS ☐	LUBRICATE ALL BEARINGS ☐	INSPECT DISCONNECT ☐
RETURN TEMP °	SUPPLY TEMP °	SUCTION TEMP °	LIQUID LINE TEMP °	SUCTION #	DISCHARGE #	SUPERHEAT °	SUBCOOLING °
COMPRESSOR MODEL	COMP. SERIAL #	AMP DRAW / /	VOLTAGE / /	COND. MOTOR AMP DRAW	FAN MOTOR AMP DRAW	OUTDOOR TEMP. °	COND. OUT AIR TEMP. °
OTHER							

Installed 5 ton American Standard Gas System and 2 Samsung Dem Splits including all duct work as per bid

WARRANTY
OWNER PLEASE NOTE
The below charges cover this specific repair job only. We guarantee all labor and parts installed by us for one year after date of repair, or in accordance with the manufacturers specific warranty. We do not guarantee or pretend to guarantee other parts in your unit.
Any discrepancy on repairs must be reported to us within 7 days after date of repairs.

ACTION REQUIRED

QUANTITY	MAT'L CODE	REPAIR DESCRIPTION	UNIT SELL	TOTAL SELL
5		ton American Standard Gas System		
2		Samsung Dem Splits		
		Materials on work order		
		$6,700 Bid Ck#1008 5/7/26		
		9488372084 - Victor		
		Pd Victor CK - $5,100		

I HAVE AUTHORITY TO ORDER THE WORK, WHICH HAS BEEN SATISFACTORILY PERFORMED, AS OUTLINED ABOVE. IT IS AGREED THAT THE SELLER WILL RETAIN TITLE TO ANY EQUIPMENT OR MATERIAL THAT MAY BE FURNISHED UNTIL FINAL PAYMENT IS MADE, AND IF SETTLEMENT IS NOT MADE AS AGREED, THE SELLER SHALL HAVE THE RIGHT TO REMOVE SAME AND THE SELLER WILL BE HELD HARMLESS FOR ANY DAMAGES RESULTING FROM THE REMOVAL THEREOF.

A Finance Charge of 1½% per month which is an Annual Percentage Rate of 18% applied to your previous Balance after deducting payments and credit since last statements closing date. Finance charges are calculated on balances over 30 days past due. In the event an attorney is retained to bring suit for collection of any sums due, I agree to pay costs of collection and reasonable attorney fees.

CUSTOMER'S SIGNATURE

X

NOTICE: "Under the Mechanics Lien Law, any contractor, sub-contractor, laborer, supplier or other person who helps to improve your property but is not paid for his work or supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the sub-contractor laborer, or supplier remains unpaid."

DATE	REG.	O.T.	HPR	TECHNICIAN
				Victor
				Dan Jorge
				Jose

LABOR
- DIAGNOSTIC
- REG HRS @
- OT HRS @
- HPR HRS @
- SPECIAL TOOL RENTAL
- TOTAL CHARGES 21,700.00
- AMOUNT PAID

Paid

THIS IS YOUR INVOICE — PLEASE PAY TECHNICIAN

CASH ☐ CHECK ☐ CREDIT CARD ☐ COD ☐

Agenda Date:	11/10/2026
To:	Palestine Economic Development Corporation
From:	Melissa Temple, EDC Administrative Assistant
Agenda Item:	Discussion and possible action regarding a Third Amendment to the Performance Agreement with Cecil Staples

SUMMARY:

Discussion and possible action regarding a Third Amendment to the Performance Agreement with Cecil Staples.

RECOMMENDED ACTION:

Staff recommends approving a third amendment and making a finding of completion and issuing final payment for work completed pursuant to the Downtown Grant Performance Agreement with Cecil Staples.

Attachments

Cecil Staples Performance Agreement

Cecil Staples Third Amendment to Performance Agreement

Proof of Paid Invoices

DOWNTOWN GRANT PERFORMANCE AGREEMENT

This Downtown Grant Performance Agreement ("GRANT AGREEMENT") is executed by and between the Palestine Economic Development Corporation, a Texas Section 4B Economic Development Corporation ("PEDC"), whose address is 100 Willow Creek Pkwy. Suite A, Palestine, Texas 75801, and Cecil Staples ("APPLICANT"), whose current address is 901 N Mallard St. Palestine, TX 75801.

RECITALS

WHEREAS, the PEDC is an Economic Development Corporation, organized under the Texas Development Corporation Act of 1979, Article 5190.6, Section 4B of Vernon's Texas Civil Statutes, now Section 501 et seq. of the Texas Local Government Code (the Act), and authorized by the City of Palestine, Texas (City);

WHEREAS, the PEDC has adopted, and the City approved, a Downtown Grant Program ("GRANT PROGRAM");

WHEREAS, the APPLICANT submitted its Application dated October 1, 2024 for a Downtown Grant ("APPLICATION"); and

WHEREAS, the APPLICANT plans to make real property capital investments of **Eighty Thousand Six Hundred Sixteen Dollars and Eighty-Six Cents ($80,616.86)** for the purpose of window replacement, exterior painting, interior wall repair, interior stucco repair, HVAC replacement, and roof repair at the business property of Palestine Resource Center for Independent Living, that being 421 Ave. A, Palestine, TX 75801 ("PROJECT"). PEDC has found that the proposed improvements of APPLICANT'S property will encourage economic development in the City and will add to the ad valorem tax rolls of the City and other local taxing entities, and the PEDC and City have approved a cash performance grant to APPLICANT that matches funds expended by APPLICANT not to exceed a grant of **Sixty Thousand Four Hundred Sixty-Two Dollars and Sixty-Five Cents ($60,462.65)** ("GRANT").

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

1. APPLICANT'S OBLIGATIONS

1.1. The GRANT PROGRAM, APPLICATION, and APPLICATION GRANT APPROVAL are incorporated herein by reference as if specifically set forth herein.

1.2. APPLICANT accepts such grant subject to PEDC and City approval.

1.3. APPLICANT recognizes that, pursuant to the terms and provisions of Texas law, this GRANT AGREEMENT will not be valid and binding on PEDC until it is approved by the City Council of the City of Palestine, Texas.

1.4. APPLICANT will secure completion of the improvements in compliance within its APPLICATION, the GRANT APPLICATION APPROVAL, and the GRANT PROGRAM before August 18, 2025.

1.5. APPLICANT will obtain all permits required by the CITY or otherwise required by other government authorities for the improvement project.

1.6. PEDC, by its designated representative, shall have the right to inspect during the construction of the improvements and, following APPLICANT'S notice of completion, to evaluate APPLICANT'S compliance with the APPLICATION, the GRANT APPLICATION APPROVAL, and the GRANT PROGRAM.

2. FUNDING

2.1. APPLICANT will be provided with 50% of the total grant award upon execution of this GRANT AGREEMENT.

2.2. APPLICANT shall provide PEDC with written notification of project completion by certified mail, return receipt requested, stating that all improvements have been completed in accordance with the APPLICATION and GRANT APPLICATION APPROVAL and GRANT PROGRAM, and that full payments have been made for all labor and materials with attached payment receipts for materials and labor, required permits, inspection reports, and project photographs.

2.3. Upon PEDC'S receipt of APPLICANT'S notification of completion, an on-site inspection may be made by a representative or representatives of PEDC. Such inspection shall not be considered in any way as a reflection of PEDC'S approval on the quality, safety, or reliability of the improvements, such being the sole responsibility of APPLICANT.

2.4. Following on-site inspection, PEDC will review the findings and may request additional information if needed and then either notify the APPLICANT of compliance or identify items of non-compliance. APPLICANT shall correct the items of non-compliance within thirty (30) days of notice thereof or this GRANT AGREEMENT shall be immediately cancelled and the APPLICANT shall immediately refund of all grant monies received to date, if any.

2.5. Upon the PEDC board of directors making a finding of completion of the project, as per the terms of the APPLICATION, the GRANT APPLICATION APPROVAL and the GRANT AGREEMENT, payment of the remaining 50% of the total grant award will be made.

3. REPRESENTATION AND WARRANTIES

APPLICANT represents and warrants to PEDC that:

3.1. APPLICANT has the power and authority, corporate or otherwise, to conduct its business and to perform all of its obligations under this GRANT AGREEMENT.

3.2. APPLICANT'S execution, delivery, and performance of this GRANT AGREEMENT has been duly authorized by all necessary action, corporate or otherwise, and does not and will not violate any provision of any existing law, rule, regulation, contract, or lien by which APPLICANT or its property or assets is bound or affected.

3.3. To the best of APPLICANT'S knowledge neither it, nor any division, branch, subsidiary, or related agency of the APPLICANT, is a party to any administrative or legal proceeding that is active or threatened against the APPLICANT or APPLICANT'S officers which may result in any material adverse change in APPLICANT'S business operations or assets which may be the subject of this GRANT AGREEMENT.

3.4. APPLICANT represents and warrants that they are not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Government Code.

3.5. Information, documentation, and other material in connection with the GRANT AGREEMENT may be subject to public disclosure pursuant to Chapter 552 of the Government Code **(the "Public Information Act")**. To the extent, if any, that any provision of the Agreement is in conflict with the Public Information Act, such provision shall be void and have no force or effect.

In accordance with Section 2252.907 of the Government Code, APPLICANT is required to make any information created or exchanged with the PEDC pursuant to the GRANT AGREEMENT, regardless of contrary provisions contained herein, and not otherwise excepted from disclosure under the Public Information Act, available in a format that is accessible by the public at no additional charge to the PEDC.

3.6. ***No Indemnification by the PEDC.*** APPLICANT and the PEDC expressly acknowledge that the PEDC'S authority to indemnify and hold harmless any third party is governed by Article XI, Section 7, of the Texas Constitution and any provision that purports to require indemnification by the PEDC is invalid. Nothing in this GRANT AGREEMENT requires that the PEDC incur debt, assess or collect funds, or create a sinking fund.

3.7. APPLICANT is aware of the limitations imposed on this GRANT and the use of funds by law and acknowledges that the funds herein granted shall be utilized solely for purposes authorized under law and by the terms of this GRANT AGREEMENT. In the event that an audit determines that the financial incentives granted under this GRANT AGREEMENT were not used for proper purposes, APPLICANT agrees to reimburse PEDC for the sums of money spent for purposes not authorized by law or this GRANT AGREEMENT, with interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever 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 City) as its prime or base commercial lending rate. The payment of interest shall be from the date that the money was spent for purposes not authorized by law or this GRANT AGREEMENT.

3.8. APPLICANT does not and will not knowingly employ an undocumented worker, as that term is defined by Tex. Gov't. Code Sec. 2264.001, directly or indirectly through a contractor or subcontractor. If, after receiving the funds herein granted, APPLICANT is convicted of a violation under 8 U.S.C. § 1324a(t), APPLICANT shall repay the amount of the grant paid by PEDC to APPLICANT with interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever 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 City) as its prime or base commercial lending rate. The payment of interest shall be, no later than 120 days after the date that APPLICANT receives notification of such a violation.

3.9. APPLICANT shall fully comply with all local, state and federal laws applicable or otherwise implicated by APPLICANT'S receipt of funds under this GRANT PROGRAM, which includes but is not limited to APPLICANT'S compliance with Title VII, Civil Rights Act of 1964, as amended, the Texas Labor Code, the Drug Free Workplace Act of 1988, and the Americans with Disabilities Act, as well as APPLICANT'S refraining from discrimination of persons based on race, color, religion, sex (including pregnancy, childbirth, and related medical conditions; sexual orientation), national origin, disability, age, citizenship status, genetic information, political affiliation or participation in civil rights activities. Furthermore, while the City of Palestine fully supports the exercise of freedom of speech, the City of Palestine will not financially support or fund projects that incorporate or promote ideas of hate or which are intended to vilify, humiliate, or incite hatred against a group or a class of persons on the basis of race, religion, skin color, sexual identity, gender identity, ethnicity, disability or national origin.

3.10. APPLICANT will use all commercially reasonable efforts to continue operations in Palestine, Anderson County, Texas.

3.11. APPLICANT shall timely pay all ad valorem taxes due and owed by it to the CITY and all other taxing authorities having jurisdiction over the APPLICANT'S property. APPLICANT shall also timely pay any and all water and sewer bills owed to the CITY. In addition, APPLICANT shall timely pay all employment, income, franchise, and other taxes owed by it to all local, state, and federal government entities.

3.12. APPLICANT shall properly notify the Anderson County Appraisal District of all capital improvements, personal property, and equipment and shall list the City of Palestine as the taxable situs of all capital improvements, personal property, and equipment located on the property.

3.13. If APPLICANT'S operations, past or present, cause the CITY or PEDC to be fined by any governmental entity, this AGREEMENT shall terminate immediately and the PEDC will have no further obligations under this GRANT AGREEMENT and APPLICANT shall immediately repay the CITY or PEDC for such fines, penalties, and expenses within thirty (30) days.

3.14. If the business property, that being 421 Ave, A Palestine, Texas 75801, is sold, conveyed, or utilized for a purpose not originally intended by the GRANT APPLICATION within one year of grant funding being awarded to APPLICANT, APPLICANT shall be required to reimburse the PEDC immediately for the full amount of the grant.

4. REMEDIES

4.1. Upon default, the non-defaulting party shall have the right to seek any remedy available in law or equity including, termination of this GRANT AGREEMENT, recovery of GRANT funds, and pre-judgment and post-judgment interest at the rate provided by law or as otherwise provided by this GRANT AGREEMENT (whichever is greater).

4.2 **Attorney's Fees.** Except as otherwise expressly provided herein, each party shall bear its own costs and attorney's fees in connection with this Agreement, including any dispute relating thereto.

5. MISCELLANEOUS PROVISIONS

5.1. All representations, warranties, covenants, and agreements, as well as rights and benefits for the parties to this GRANT AGREEMENT shall survive the payment of grant funds to APPLICANT.

5.2. This GRANT AGREEMENT may not be assigned by APPLICANT without the prior written consent of PEDC. No such assignment shall relieve APPLICANT of any of its obligations under this GRANT AGREEMENT.

5.3. The GRANT AGREEMENT may not be amended, modified, altered, or changed unless in writing, signed by both parties to this GRANT AGREEMENT and approved by the City of Palestine.

5.4. **APPLICANT SHALL INDEMNIFY AND HOLD THE PEDC, ITS EMPLOYEES, AND ITS AGENTS HARMLESS FOR ANY DAMAGES, BOTH PERSONAL AND PROPERTY, WHICH MAY RESULT DIRECTLY OR INDIRECTLY FROM ANY INCIDENT ASSOCIATED WITH PROJECT BOTH DURING AND AFTER CONSTRUCTION, AND THAT PEDC, ITS EMPLOYEES, AND ITS AGENTS SHALL NOT BE LIABLE FOR ANY DEBTS INCURRED IN ASSOCIATION WITH THE EXECUTION AND COMPLETION OF THE SUBJECT PROJECT OF THIS APPLICATION.**

PEDC, ITS EMPLOYEES, AND ITS AGENTS, DO NOT ATTEST TO THE QUALITY, SAFETY, OR CONSTRUCTION OF A PROJECT ELIGIBLE FOR, OR RECEIVING GRANT FUNDING. THEREFORE, PEDC, ITS EMPLOYEES AND AGENTS SHALL BE HELD HARMLESS BY THE APPLICANT FOR ANY PROJECT WHOSE APPLICATION HAS BEEN APPROVED OR HAS RECEIVED ACTUAL GRANT FUNDING.

5.5. **Severability.** In the event of any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporations, or circumstance, shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity, or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the application, validity, or constitutionality of the remaining parts of this Agreement shall not be affected thereby.

5.6. This GRANT AGREEMENT shall be binding upon an inure to the benefit of the parties and their respective heirs, administrators, and assigns.

5.7. No failure or delay on the part of the PEDC in exercising any right, power, or exercise hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No notice to or demand on APPLICANT in any case shall entitle APPLICANT to any other or further notice or demand in similar or other circumstances.

5.8. All notices, consents, requests, demands, and other communication hereunder shall be in writing and shall be deemed to have been duly given to the party hereto if mailed by certified mail, prepaid, to the APPLICANT'S address shown above as first written.

5.9. Time is of the essence of this agreement.

5.10. Neither party will be liable for delays or failure in its performance hereunder to the extent that such delay or failure is caused by acts of God, war, terrorism, or threats of terrorism, natural disaster, strike, lockout, labor dispute, work stoppage, fire, third-party criminal act, quarantine restriction, epidemic, pandemic, act of government, or other events outside of the reasonable control of a party (a "Force Majeure Event"); provided that the delayed party took reasonable precaution to prevent the impact of the Force Majeure Event.

5.11. This GRANT AGREEMENT shall be deemed a contract made under the laws of the State of Texas and for all purposes shall be construed in accordance with the Laws of said State. The venue shall be in Anderson County, Texas.

5.12. The providing of this GRANT AGREEMENT by PEDC to APPLICANT by any means of delivery constitutes an offer by PEDC to APPLICANT to accept this GRANT AGREEMENT on the terms and conditions contained therein, subject to approval by the City of Palestine City Council. If APPLICANT has not accepted the offer by ninety (90) days from the date approved by the City Council of the City of Palestine, Texas, the offer will lapse, and the offer and this GRANT AGREEMENT shall become null and void.

6. TERM

6.1. This GRANT AGREEMENT shall be effective on the date of the last signature below. The GRANT AGREEMENT shall terminate one year from the date that the PEDC board of directors

makes a finding of completion of the project pursuant to Section 2.5 of this GRANT AGREEMENT or earlier as otherwise terminated according to the provisions of this GRANT AGREEMENT.

AGREED and **SIGNED** to be effective as of the Effective Date.

For the Applicant(s):
Cecil Staples

By _____ Date 11-25-2024
Cecil Staples

For the PEDC:
Palestine Economic Development Corporation

By _____ Date 11/19/24
Dan Bochsler, Board President

APPROVED:
City of Palestine, Texas

By _____ Date 11-18-24
Mitchell Jordan, Mayor

THIRD AMENDMENT TO DOWNTOWN GRANT PERFORMANCE AGREEMENT

THIS THIRD AMENDMENT TO DOWNTOWN GRANT PERFORMANCE AGREEMENT ("Third Amendment") is made effective the 14th day of December 2026, ("Effective Date") by and among Palestine Economic Development Corporation, a Texas non-profit Type B economic development corporation ("PEDC"), and Cecil Staples ("Mr. Staples"). The PEDC, and Mr. Staples may be referred to herein as the "Parties" and, each separately, as a "Party."

RECITALS

A. The Parties entered into that certain Downtown Grant Performance Incentive Agreement executed by PEDC on November 25, 2024 ("Performance Agreement"), which is incorporated herein by reference.

B. The Parties entered into that certain First Amendment to Downtown Grant Performance Agreement effective January 26th, 2026 ("First Amendment"), which is incorporated herein by reference.

C. The Parties entered into that certain Second Amendment to Downtown Grant Performance Agreement effective March 23rd, 2026 ("Second Amendment"), which is incorporated herein by reference.

C. Unless otherwise defined herein, all capitalized terms used in this Third Amendment shall have the same meanings as defined in the Performance Agreement.

D. Mr. Staples has requested a one hundred ninety-seven (197) day extension to the requirement in the Performance Agreement that they will secure completion of all the improvements, including window replacement, exterior painting, interior wall replacement, interior stucco repair, HVAC replacement, and roof repair at the business property of Palestine Resource Center, that being 421 Ave. A, Palestine, TX 75801, before June 1, 2026.

E. Mr. Staples understands that payment of the remaining 50% of his total grant award will not be made until a finding of completion of all improvements is made by the PEDC board of directors.

F. The Parties wish to modify the Performance Agreement to extend the deadline to ensure the successful completion of the obligations and requirements under the Performance Agreement.

G. The ultimate purposes and goals of the Performance Agreement for encouraging economic development shall still be met; therefore, the extension of deadlines is warranted to accomplish those purposes and goals.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above-stated recitals are true and correct and are incorporated herein by reference and made a part hereof.

2. Section 1.4 of the Performance Agreement is amended as follows:

APPLICANT shall secure completion of the improvements in compliance with its APPLICATION, the GRANT APPLICATION APPROVAL, and the GRANT PROGRAM before December 15, 2026.

IN WITNESS WHEREOF, the Parties hereto have caused this Third Amendment to be executed as of the Effective Date.

Palestine Economic Development Corporation
(a Texas non-profit Type B economic development corporation)

By: _____
Name: Dan Bochsler
Its: President

Cecil Staples

By: _____
Name: Cecil Staples

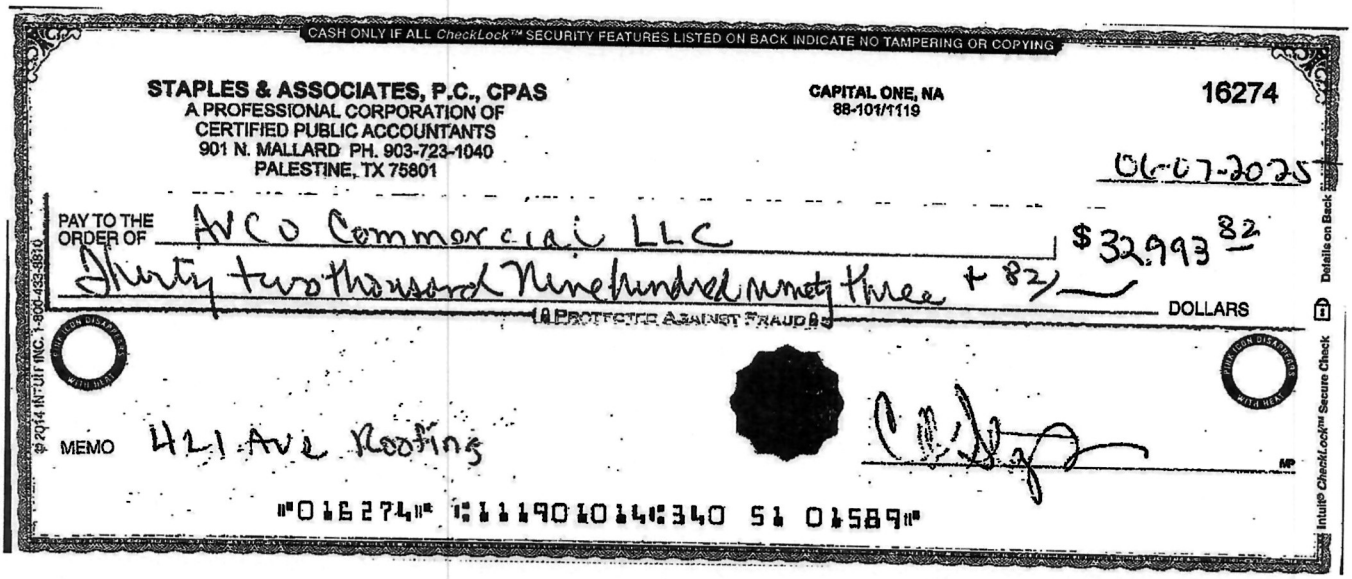
City of Palestine

By: _____
Name: Mitchell Jordan
Its: Mayor

This is the signature page to that certain Third Amendment to Performance Agreement effective December 14, 2026.

Paid Check

Account: Spark Business Interest Checking ...1589
Check Number: 16274
Amount: $32,993.82
Date Posted: Wednesday, July 2, 2025



CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

STAPLES & ASSOCIATES, P.C., CPAS
A PROFESSIONAL CORPORATION OF
CERTIFIED PUBLIC ACCOUNTANTS
901 N. MALLARD PH. 903-723-1040
PALESTINE, TX 75801

CAPITAL ONE, NA
88-101/1119

16274

06-07-2025

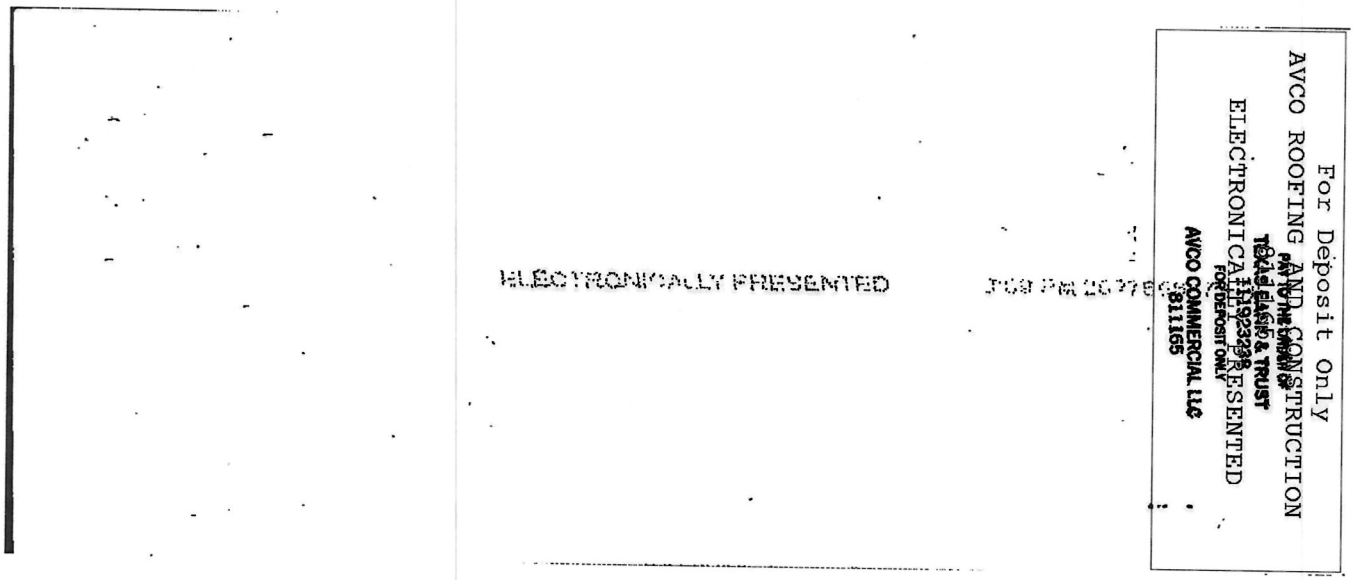
PAY TO THE ORDER OF AVCO Commercial LLC $ 32,993 82

Thirty two thousand Nine hundred ninety three + 82/ DOLLARS

(A PROTECTIVE AGAINST FRAUD®)

MEMO 421 Ave Roofing

"016274" ⑆111901014⑆340 51 01589"



ELECTRONICALLY PRESENTED

For Deposit Only
AVCO ROOFING AND CONSTRUCTION

Invoice

#1955 $32,993.82

PAID Due: 6/30/2025

PO Number

Job Number

Bill From
AVCO Commercial
2850 S SW Loop 323
Tyler, TX 75701
commercial@avcoroofing.com

Bill To
Staples Commercial Group / Sotheby's International Realty
2344 Dueling Oaks
Tyler, TX 75703

Property
Palestine Resource Center
421 Avenue A
Palestine, TX 75801

Invoice Date
6/30/2025

Payment Terms
0

Due Date
6/30/2025

Description	Quantity	Price	Amount	Taxable
Total contract amount	1	$30,479.28	$30,479.28	✓

Subtotal			$30,479.28
Tax	Standard Texas Sales Tax	8.25%	$2,514.54
Total			$32,993.82
Deductions			$0.00
Balance Due			$32,993.82

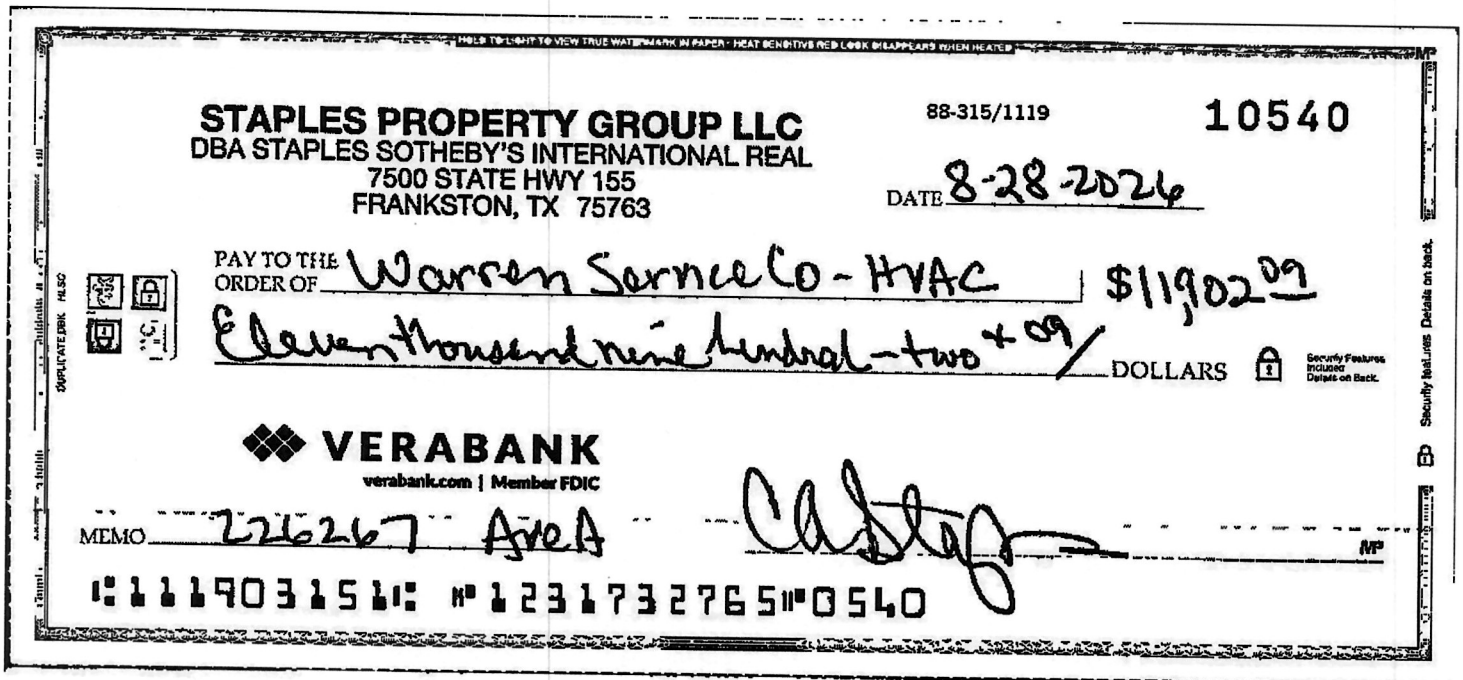
Invoice Footer

Payment Activity

Payment Date	Payment Amount	Outstanding Balance	Notes
6/30/2025	$32,993.82	$0.00	Check 16274

VERABANK

10/1/2026 11:09 AM
BASIC BUSINESS CHECKING
XXXXXX2765



STAPLES PROPERTY GROUP LLC
DBA STAPLES SOTHEBY'S INTERNATIONAL REAL
7500 STATE HWY 155
FRANKSTON, TX 75763

88-315/1119 10540

DATE 8-28-2026

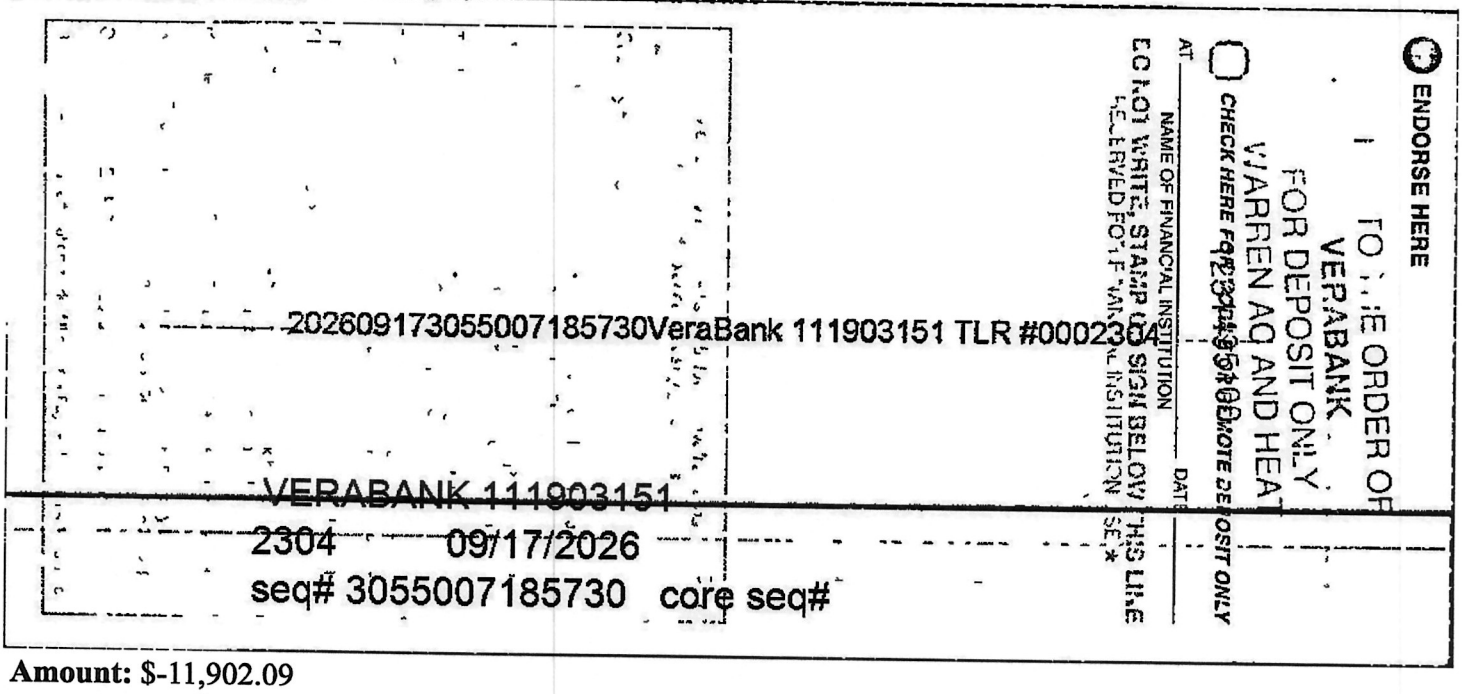
PAY TO THE ORDER OF Warren Service Co - HVAC $11902.09

Eleven thousand nine hundred - two + 09/ DOLLARS

VERABANK
verabank.com | Member FDIC

MEMO 226267 AreA

⑈111903151⑈ ⑆123173276 5⑈0540



ENDORSE HERE

PAY TO THE ORDER OF
VERABANK
FOR DEPOSIT ONLY
WARREN AQ AND HEAT

CHECK HERE FOR REMOTE DEPOSIT ONLY

AT _____ DATE _____
NAME OF FINANCIAL INSTITUTION

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
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202609173055007185730VeraBank 111903151 TLR #0002304

VERABANK 111903151
2304 09/17/2026
seq# 3055007185730 core seq#

Amount: $-11,902.09
Statement Description: CHECK
Check Number: 540
Posted Date: 9/17/2026
Type: Debit
Status: Posted

Reference_Nbr: 20260917-00000000018000038355101

From: Warren Service Co. - HVAC
notifications@housecallpro.com
Subject: Invoice 226267 due from Warren Service Co. - HVAC - $11,902.09
Date: Aug 28, 2026 at 9:11:35 AM
To: staplesassociates@staplescpa.com

Your invoice from Warren Service Co. - HVAC

Pay as low as $156.63/mo* ⓘ
Complete a short application to buy now and pay over time. APPLY NOW

Hi CECIL,

Thank you for choosing Warren Service Co. - HVAC. Please see attached invoice due upon receipt.

Job Number: #226267
Service Date: Aug 20, 2026

Customer Name: CECIL & DANA STAPLES
Service Address: 421 Avenue A, Palestine, TX 75801

Services	qty	unit price	amount
* BRONZE * Installation Package	1.0	$2,200.00	$2,200.00

Our comprehensive installation packages includes:
___ Removal and disposal of your existing HVAC equipment
___ Professional installation of a complete new system

Subtotal	$10,995.00
Sales Tax -01	$907.09

Total job price	$11,902.09
Amount Due	**$11,902.09**

Pay

Thank you for your business!

(903) 729-2323 | office@thewarrenway.com

http://www.thewarrenway.com

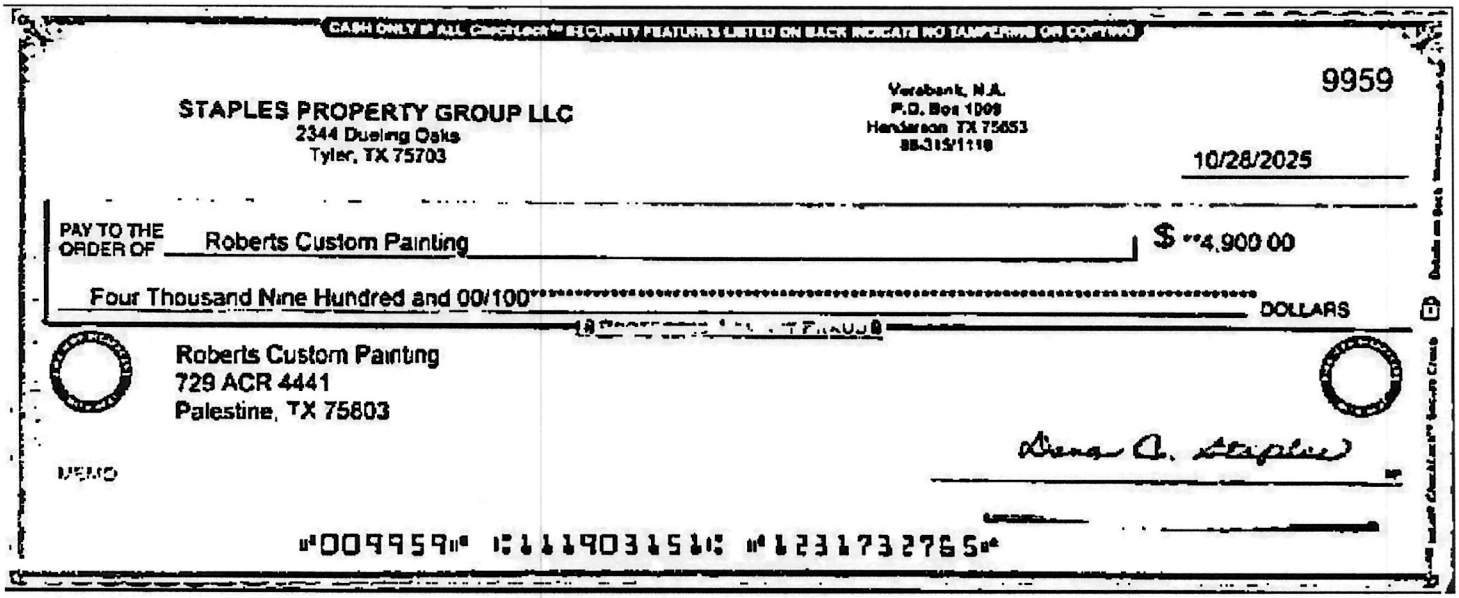
924 N Perry St, Palestine, TX 75801

Terms & Conditions

*All financing is subject to credit approval. Your terms may vary. Payment options through Wisetack are provided by our lending partners. For example, a $1,200 purchase could cost $104.89 per month for 12 months, based on an APR of 8.9% or $400 per month for 3 months, based on a 0% APR. Offers range from 0% to 35.9% APR based on amount requested and creditworthiness. Not all merchants and lenders participate in 0% interest programs. State interest rate caps may apply. No other financing charges or participation fees. See additional terms at wisetack.com/faqs.

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10/1/2026 11:28 AM
BASIC BUSINESS CHECKING
XXXXXX2765


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9959

STAPLES PROPERTY GROUP LLC
2344 Dueling Oaks
Tyler, TX 75703

Verabank, N.A.
P.O. Box 1009
Henderson TX 75653
88-315/1119

10/28/2025

PAY TO THE ORDER OF Roberts Custom Painting $ **4,900 00

Four Thousand Nine Hundred and 00/100********** DOLLARS

Roberts Custom Painting
729 ACR 4441
Palestine, TX 75803

MEMO

Dana A. Staples

⑈009959⑈ ⑆111903151⑆ ⑈123173276 5⑈

Roberts Custom Paint
Capitol One 11/3/25

>021407912<
Capital One, NA
31776588 11032025
Richmond, VA 23238
RDC Deposit ******8424

Amount: $-4,900.00
Statement Description: CHECK
Check Number: 9959
Posted Date: 11/3/2025
Type: Debit
Status: Posted

ROBERTS CUSTOM PAINTING
729 ACR 4441
PALESTINE, TX 75803
OFFICE 903-724-0393 CELL 903-922-1668

10/17/25

Invoice For:

Cecil Staples

Avenue A Draw 1:

Pressure wash

Repair cracks with concrete caulk

Paint exterior two coats

Paint wrought iron two coats

Amount requested for draw 1:

$4,900.00

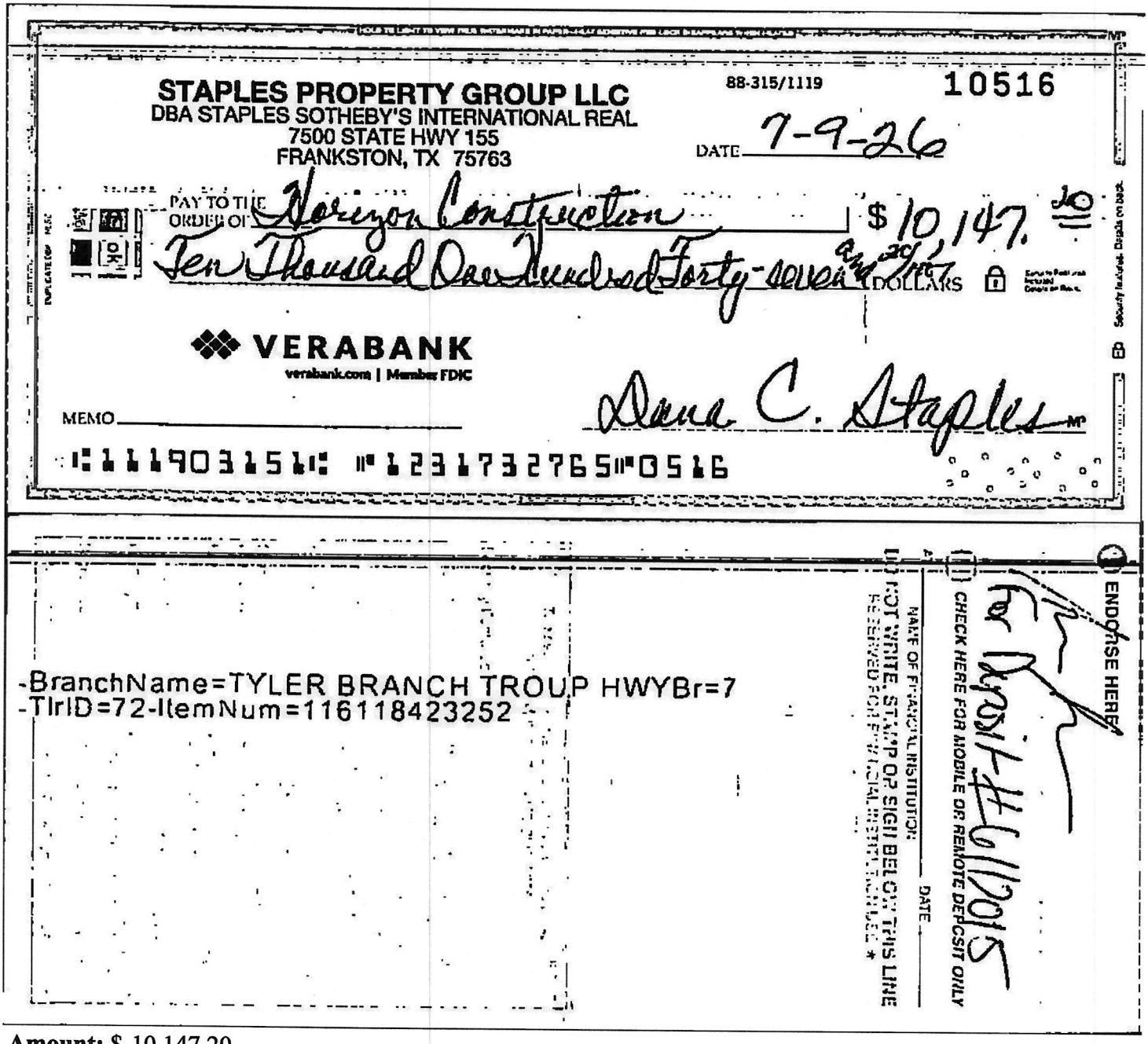
Balance left to finish:

$1,300.00

ID: 57-2578037

VERABANK

10/1/2026 10:50 AM
BASIC BUSINESS CHECKING
XXXXXX2765



STAPLES PROPERTY GROUP LLC
DBA STAPLES SOTHEBY'S INTERNATIONAL REAL
7500 STATE HWY 155
FRANKSTON, TX 75763

88-315/1119 10516

DATE 7-9-26

PAY TO THE ORDER OF Horizon Construction $ 10,147.20

Ten Thousand One Hundred Forty-seven and 20/100 DOLLARS

VERABANK
verabank.com | Member FDIC

MEMO

Dana C. Staples

⑈111903151⑈ ⑈123173276 5⑈0516

ENDORSE HERE

For Deposit Only 7/9/2025

CHECK HERE FOR MOBILE OR REMOTE DEPOSIT ONLY

NAME OF FINANCIAL INSTITUTION DATE

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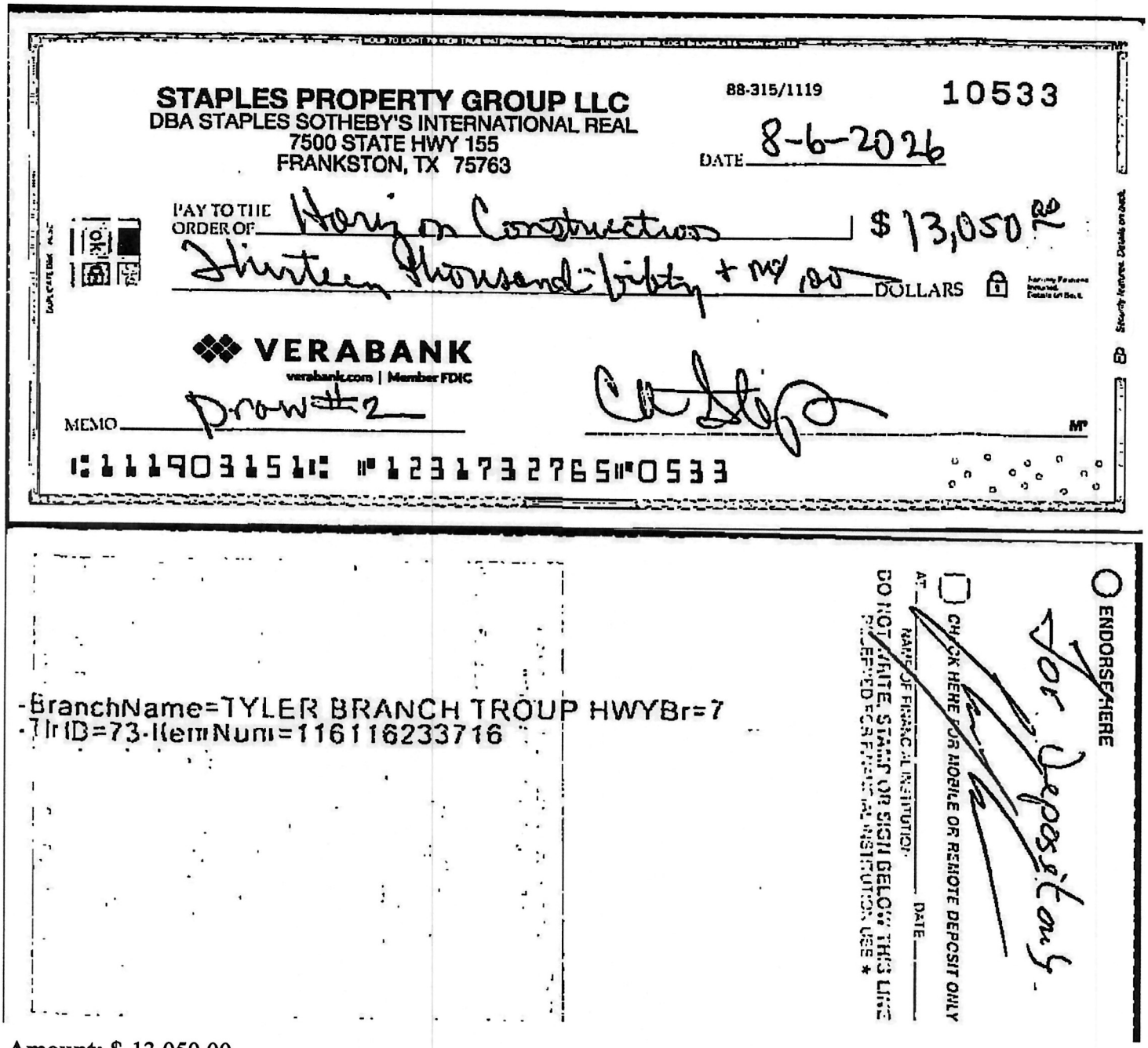
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-TlrID=72-ItemNum=116118423252-

Amount: $-10,147.20
Statement Description: CHECK
Check Number: 516
Posted Date: 7/13/2026
Type: Debit
Status: Posted

Reference_Nbr: 20260713-00000000525002210189 3

VERABANK

10/1/2026 10:51 AM
BASIC BUSINESS CHECKING
XXXXXX2765



STAPLES PROPERTY GROUP LLC
DBA STAPLES SOTHEBY'S INTERNATIONAL REAL
7500 STATE HWY 155
FRANKSTON, TX 75763

88-315/1119 10533

DATE 8-6-2026

PAY TO THE ORDER OF Horizon Construction $ 13,050.00

Thirteen Thousand Fifty + no/100 DOLLARS

VERABANK
verabank.com | Member FDIC

MEMO Draw #2

⑈111903151⑈ ⑈123173276 5⑈0533

-BranchName=TYLER BRANCH TROUP HWYBr=7
-TrID=73-ItemNum=116116233716

ENDORSE HERE

For Deposit Only

CHECK HERE FOR MOBILE OR REMOTE DEPOSIT ONLY

AT _____ DATE _____
NAME OF FINANCIAL INSTITUTION

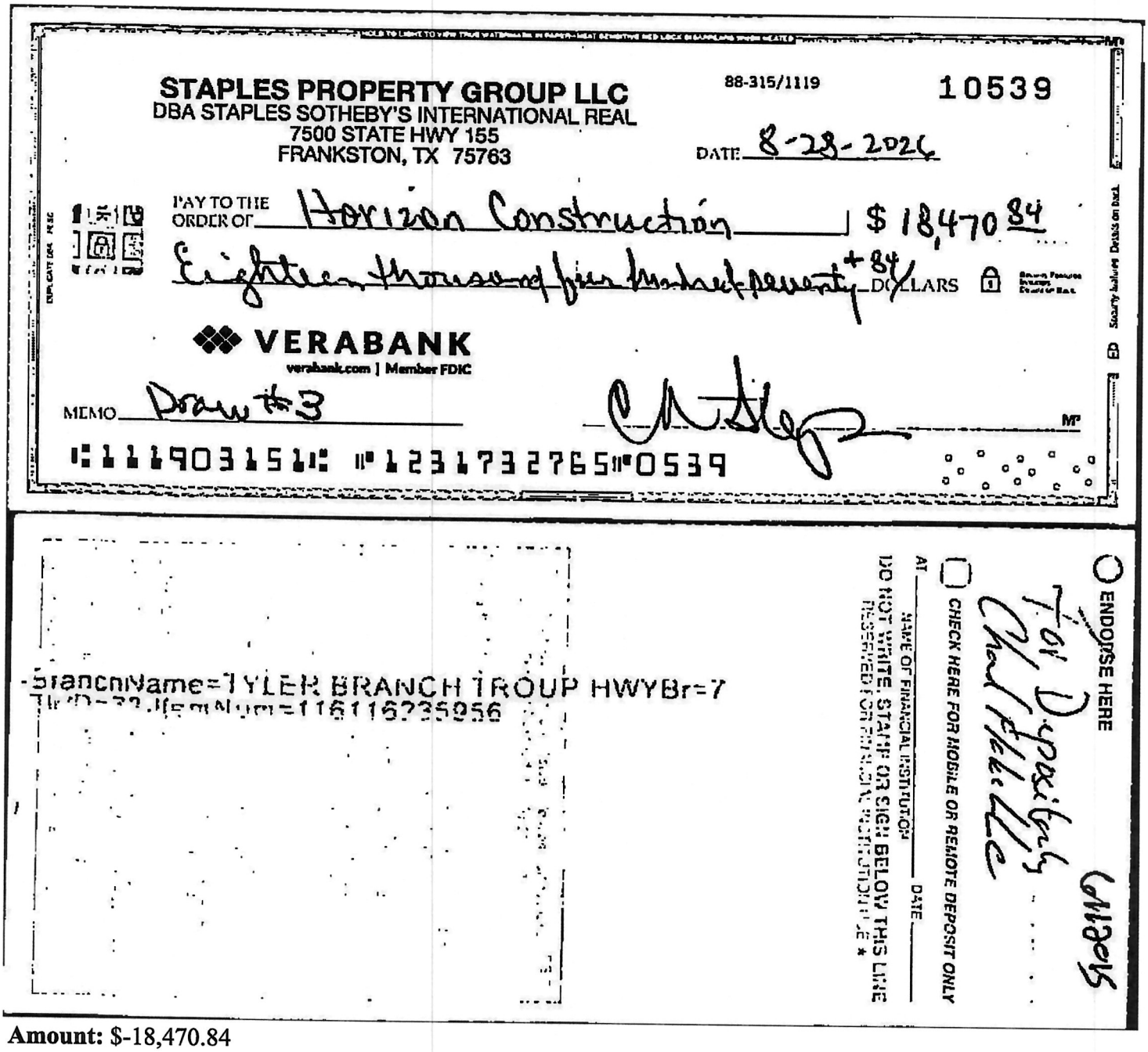
DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

Amount: $-13,050.00
Statement Description: CHECK
Check Number: 533
Posted Date: 8/10/2026
Type: Debit
Status: Posted

Reference_Nbr: 20260810-00000000525002236469 7

VERABANK

10/1/2026 11:10 AM
BASIC BUSINESS CHECKING
XXXXXX2765



STAPLES PROPERTY GROUP LLC
DBA STAPLES SOTHEBY'S INTERNATIONAL REAL
7500 STATE HWY 155
FRANKSTON, TX 75763

88-315/1119 10539

DATE 8-28-2026

PAY TO THE ORDER OF Horizon Construction $ 18,470 84

Eighteen thousand four hundred seventy + 84/ DOLLARS

VERABANK
verabank.com | Member FDIC

MEMO Draw #3

⑈111903151⑈ ⑈123173276 5⑈0539

ENDORSE HERE
For Deposit Only
Chad Pebbles LLC

CHECK HERE FOR MOBILE OR REMOTE DEPOSIT ONLY

AT _____ DATE _____
NAME OF FINANCIAL INSTITUTION

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

BranchName=TYLER BRANCH TROUP HWYBr=7
ItemNum=116116235956

Amount: $-18,470.84
Statement Description: CHECK
Check Number: 539
Posted Date: 9/1/2026
Type: Debit
Status: Posted

Reference_Nbr: 20260901-00000000525002257232 9

Horizon Construction & Remodeling

Project: Cecil Staples
Project Address: 421 Ave A, Palestine, TX 75801
Draw Request Summary

Draw History

Draw	Description	Amount	Status
Draw #1	Start of work, demolition, disposal, and haul-off of water-damaged debris (Lobby, Front Office & Center Office)	$10,147.20	Previously Requested
Draw #2	Completion of Trim Work and Stucco	$13,050.00	Current Request

Important Notice

This draw request reflects only the work completed to date. It does not include any approved or pending change orders, paint color changes, owner-requested revisions, upgrades, or additional work outside the original contract scope. Any such items will be documented separately and billed under the applicable change order(s) or future draw request(s).

CONSTRUCTION DRAW REQUEST

Cecil Staples Project | Palestine, Texas

Date: August 27, 2026

Please issue payment for the following construction draw:

Description	Amount
Door framing and demolition of existing doors	$11,256.84
Deposit on doors	$7,214.00
TOTAL DRAW REQUEST	**$18,470.84**

Horizon Construction & Remodeling
Tyler, Texas

Draw Request

Project: Cecil Staples
Project Address: 421 Ave A
Palestine, TX 75801
Date: July 8, 2026

Description of Work

Request for payment for the start of work, demolition, disposal and haul-off of water-damaged debris, including labor and material for the lobby, front office, and center office.

Description	Amount
Start of work, demolition, disposal and haul-off of water-damaged debris, including labor and material for the lobby, front office, and center office	$10,147.20
Total Draw Request	$10,147.20

Submitted By: _____

Approved By: _____

Cecil Staples Commercial Building – Palestine, TX

Two-Week Critical Schedule

Date	Critical Activity
July 6, 2026 (Monday)	Mobilize crews and move office furniture to prepare work areas.
July 7, 2026 (Tuesday)	Install temporary protection, dust barriers, and isolation walls between offices.
July 8–9, 2026 (Wednesday–Thursday)	Begin demolition of the water-damaged foyer walls and ceiling.
July 10–14, 2026 (Friday–Tuesday)	Continue demolition, remove all remaining water-damaged materials, and perform daily cleanup.
July 15, 2026 (Wednesday)	Begin drywall installation, drywall repairs, and trim restoration in the foyer, progressing toward the rear offices.
July 16–17, 2026 (Thursday–Friday)	Continue drywall finishing, trim repairs, sanding, and preparation throughout the remaining offices.
July 20, 2026 (Monday)	Begin priming repaired drywall and preparing all woodwork for finish paint, starting in the foyer and working toward the back offices.

Critical Path Notes

- July 6: Mobilization must be completed before work begins.
- July 7: Protection and barriers must be in place before demolition.
- July 8–14: Complete demolition before reconstruction activities.
- July 15–17: Drywall and trim repairs are required before painting.
- July 20: Begin primer and finish preparation.

PROPOSAL FOR REPAIRS AND RENOVATIONS

Cecil Staples
421 Avenue A
Palestine, Texas

Prepared By: Horizon Construction & Remodeling

Water Damage Demolition & Material Replacement

Remove water-damaged wall coverings, deteriorated sheetrock, damaged trim, and other visible materials affected by moisture intrusion throughout the building. Furnish and install replacement materials as required to restore affected areas.

Estimated Cost: $9,256.84

Interior Wall Repairs & Texture Restoration

Repair wall surfaces damaged by water intrusion. Float, tape, bed, sand, and texture repaired areas as necessary. Texture matching will be performed at Contractor's discretion.

Estimated Cost: $7,108.00

Storefront Replacement & Entry Modifications

Remove and replace two existing storefront assemblies approximately 63 inches wide by 122 inches tall. Remove existing transom windows above storefront doors, frame openings as required, and prepare surfaces for refinishing.

Estimated Cost: $10,600.00

Interior & Exterior Painting

Clean, prepare, prime as necessary, and repaint affected interior and exterior surfaces resulting from demolition, repairs, storefront modifications, and water damage restoration.

Estimated Cost: $15,225.00

Stucco Repair & Restoration

Repair exterior stucco surfaces affected by storefront modifications, transom removals, water damage repairs, and related construction activities.

Estimated Cost: $4,385.00

Framing & Carpentry

Provide framing and carpentry labor required to close transom openings, repair damaged framing discovered during demolition, and complete modifications associated with storefront improvements.

Estimated Cost: $1,325.00

Foyer Ceiling Replacement

Remove damaged ceiling materials within the foyer area and install replacement ceiling materials necessary to restore the affected space.

Estimated Cost: $6,127.00

Furniture Removal & Reset

Furniture removal, protection, temporary relocation, storage, and reset are excluded from this lump-sum proposal. If required, labor shall be billed at $200.00 per day per worker plus burden, supervision, overhead, profit, and applicable equipment costs.

Estimated Contract Amount

Total Estimated Contract Amount: $54,026.84

Disclaimers, Exclusions & Concealed Conditions

The pricing contained within this proposal is based upon visible conditions only and should be considered an estimate. Due to the extensive water intrusion and damage present within the structure, concealed conditions may exist that cannot be identified without demolition and further investigation.

Any concealed damage, deterioration, rot, mold, mildew, insect damage, structural deficiencies, inadequate construction methods, prior repair failures, undocumented modifications, or unforeseen conditions discovered during construction shall be considered outside the scope of this proposal and shall require a written change order.

This proposal does not include correction of existing building code violations, ADA deficiencies, fire code deficiencies, engineering deficiencies, structural deficiencies, life-safety deficiencies, or any condition identified by inspectors, engineers, architects, or governing authorities.

Any work within the proposed scope that is discovered to have been improperly installed, constructed below current industry standards, not installed in accordance with manufacturer specifications, or not compliant with current applicable building codes shall require additional work and additional compensation to bring such items into compliance with current codes, standards, and accepted construction practices.

Contractor assumes no responsibility for deficiencies resulting from previous construction, previous repairs, prior contractors, design defects, engineering defects, hidden damage, inadequate waterproofing, improper flashing details, drainage deficiencies, settlement, or any condition existing prior to commencement of work.

Correction of waterproofing deficiencies, drainage deficiencies, flashing failures, structural defects, hidden damage, or code-related deficiencies is specifically excluded from this proposal unless added through a written change order.

Agenda Date:	11/10/2026
To:	Palestine Economic Development Corporation
From:	Melissa Temple, EDC Administrative Assistant
Agenda Item:	Discussion and possible action regarding Second Amendments to Performance Agreement and associated documents with Tahwahkaro Distilling Company, LLC

SUMMARY:

Discussion and possible action regarding Second Amendments to the Performance Agreement, Promissory Note, and Deed of Trust with Tahwahkaro Distilling Company, LLC.

RECOMMENDED ACTION:

Staff recommends approving Second Amendments to the Performance Agreement, Promissory Note, and Deed of Trust with Tahwahkaro Distilling Company, LLC.

Attachments

Tahwahkaro Distilling Company, LLC. Second Amendment to Performance Agreement

Tahwahkaro Distilling Company, LLC. Second Amendment to Promissory Note

Tahwahkaro Distilling Company, LLC. Second Amendment to Deed of Trust

Tahwahkaro Distilling Company, LLC. Waiver and Forbearance Agreement

Tahwahkaro Distilling Company, LLC. Authorization Schedule

SECOND AMENDMENT TO ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT

THIS SECOND AMENDMENT TO ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT ("Second Amendment") is made effective the ___ day of _____, 2026 ("Effective Date") by and among Palestine Economic Development Corporation, a Texas non-profit Type B economic development corporation ("PEDC"), and Tahwahkaro Distilling Company, LLC, a Texas limited liability company ("Company). Collectively, the PEDC and Company may be referred to herein as the "Parties" and, each separately, as a "Party."

RECITALS

A. The Parties entered into that certain Economic Development Performance Incentive Agreement effective October 22, 2020 ("Original Performance Agreement"), which is incorporated herein by reference.

B. The Parties entered into that certain Economic Development Performance Incentive Agreement executed by PEDC on April 29, 2021 ("Second Performance Agreement"), which is incorporated herein by reference and incorporated the Original Performance Agreement by reference.

C. The Parties entered into that certain First Amendment to Economic Development Performance Incentive Agreement, effective June 23, 2025. Collectively, the Original Performance Agreement, the Second Performance Agreement, and the First Amendment to Economic Development Performance Agreement may be referred to herein as the "Performance Agreements."

D. The Parties entered into that certain Non-Waiver, Payment Deferral, and Forbearance Agreement executed on November__, 2026, deferring Company's payments for the months of August, September, October, November, and December of 2026, and agreeing to extend the term of the Performance Agreements for an additional six (6) months through June 30, 2028 ("Extended Term").

E. Unless otherwise defined herein, all capitalized terms used in this Second Amendment shall have the same meanings as defined in the Performance Agreements.

F. In furtherance of the Performance Agreements and in consideration of the business opportunities provided by the continued investment of Tahwahkaro in the city and the local community, the Parties wish to modify the Second Performance Agreement as set forth herein to ensure the successful completion of the obligations and requirements under the Performance Agreements.

G. The ultimate purposes and goals of the Performance Agreements for encouraging economic development and job creation can still be met; therefore, the extension of the term of the Performance Agreements is warranted to accomplish those purposes and goals.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above-stated recitals are true and correct and are incorporated herein by reference and made a part hereof.

2. Article 3 of the Original Performance Agreement is amended as follows:

"This Agreement shall commence on the Effective Date and, unless sooner terminated pursuant to any provisions of this Agreement, shall terminate June 30, 2028."

IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to be executed as of the Effective Date.

Tahwahkaro Distilling Company, LLC
(a Texas limited liability company)

By: _____
Name: Justin Jackson
Its: Managing Member/CEO

STATE OF TEXAS §
§
COUNTY OF ANDERSON §

Sworn to and subscribed before me by Justin Jackson, Managing Member/CEO of **Tahwahkaro Distilling Company, LLC**, a Texas limited liability company, whose name is subscribed to the foregoing instrument, and he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said entity on November_____, 2026.

_____
Notary Public, State of Texas
My Commission Expires: _____

Palestine Economic Development Corporation
(a Texas non-profit Type B economic development corporation)

By: _____
Name: Dan Bochsler
Its: President

APPROVED:

CITY OF PALESTINE, TEXAS

By:_____
Mitchell Jordan, Mayor

These are the signature pages to that certain Second Amendment to Performance Agreement effective November ____, 2026.

SECOND AMENDMENT TO PROMISSORY NOTE

THIS SECOND AMENDMENT TO PROMISSORY NOTE (this "**Agreement**"), dated as of November____, 2026, by and between Tahwahkaro Distilling Company, LLC, a domestic limited liability company ("**Maker**"), and Palestine Economic Development Corporation ("**Holder**").

WHEREAS, Borrower executed and delivered a Promissory Note dated as of April 27, 2021, recorded in the Anderson County real property records under Document Number 2021-2868, for the benefit of Holder in the original principal amount of $150,000 (the "**Note**");

WHEREAS, Maker and Holder are parties to that certain Economic Development Performance Agreement effective October 22, 2020, ("Original Agreement") and that certain Economic Development Performance Agreement executed April 29, 2021 ("Second Agreement") by and between Maker and Holder, as amended by that First Amendment to Economic Development Performance Agreement dated June 23, 2025, ("First Amendment") and this Second Amendment to Promissory Note between such parties secured by the Note and a Deed of Trust;

WHEREAS, Maker and Holder desire to amend the Note as set forth herein.

NOW, THEREFORE, for other good and valuable consideration, the parties hereto hereby agree as follows:

1. All capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Note and/or the Loan Agreement.

2. From and after the date hereof, the Maturity Date of the Note shall be June 5, 2028.

3. All references to the Maturity Date contained in the Note shall be deemed to refer to the Maturity Date as amended by this Agreement, as the same may be further amended, restated, replaced, supplemented or otherwise modified from time to time.

4. Except as specifically modified and amended herein, all other terms, conditions and covenants contained in the Note shall remain in full force and effect.

5. Section 1.1 is hereby amended to read as follows:

"The Principal Amount shall be due and payable in seventeen (17) monthly payments of $3,500.00 beginning on January 5, 2027, and continuing on the 5th day of each month thereafter through May 5, 2028, with a final payment of $ 290.28 on June 5, 2028, according to the amortization schedule attached hereto and incorporated by reference."

6. All references in the Original Agreement, the Second Agreement, and the Deed of Trust to the "Promissory Note" shall mean the Note as hereby amended.

7. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

8. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

9. This Agreement shall be governed by Texas law, without regard to conflicts of law principles.

Tahwahkaro Distilling Company, LLC
(a Texas limited liability company)

By: _____
Name: Justin Jackson
Its: Managing Member/CEO

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF ANDERSON §

The forgoing instrument was acknowledged before me on the _____ day of November 2026, by Justin Jackson in his capacity as Managing Member and CEO of Tahwahkaro Distilling Company, LLC.

_____
NOTARY PUBLIC – STATE OF TEXAS

SECOND AMENDMENT TO DEED OF TRUST

THIS SECOND AMENDMENT TO DEED OF TRUST (this "**Agreement**"), dated as of November ____, 2026, by and between Tahwahkaro Distilling Company, LLC, a domestic limited liability company ("**Grantor**"), and Palestine Economic Development Corporation ("**Lender**").

WHEREAS, Grantor and Lender executed and delivered a Deed of Trust dated as of April 27, 2021, recorded in the Anderson County real property records under Document Number 2021-2869, for the benefit of Lender (the "**Deed of Trust**");

WHEREAS, Grantor and Lender amended the Deed of Trust ("**First Amendment to Deed of Trust**");

WHEREAS, Grantor and Lender are parties to that certain Economic Development Performance Agreement effective October 22, 2020, ("Original Agreement") and that certain Economic Development Performance Agreement executed April 29, 2021, ("Second Agreement") by and between Grantor and Lender, as amended by that First Amendment to Economic Development Performance Agreement dated June 23, 2025, between such parties secured by the Note and a Deed of Trust; and

WHEREAS, Grantor and Lender desire to amend the Deed of Trust as set forth herein.

NOW, THEREFORE, for other good and valuable consideration, the parties hereto hereby agree as follows:

1. All capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Original Agreement, Second Agreement, and First Amendment to Economic Development Agreement.

2. From and after the date hereof, the New Principal Amount of the Promissory Note in the Obligation Section of the Deed of Trust shall be $57,810.05.

3. All references to the Principal Amount contained in the Deed of Trust shall be deemed to refer to the New Principal Amount as amended by this Agreement, as the same may be further amended, restated, replaced, supplemented or otherwise modified from time to time.

4. From and after the date hereof, the Maturity Date of the Promissory Note shall be June 5, 2028.

5. All references to the Maturity Date contained in the Deed of Trust shall be deemed to refer to the Maturity Date as amended by this Agreement, as the same may be further amended, restated, replaced, supplemented or otherwise modified from time to time.

6. Except as specifically modified and amended herein, all other terms, conditions and covenants contained in the Deed of Trust shall remain in full force and effect.

7. All refences in this Original Agreement, the Second Agreement, and the Note to the "Deed of Trust" shall mean the Deed of Trust as hereby amended.

8. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

9. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

10. This Agreement shall be governed by Texas law, without regard to conflicts of law principles.

Tahwahkaro Distilling Company, LLC
(a Texas limited liability company)

By: _____
Name: Justin Jackson
Its: Managing Member/CEO

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF ANDERSON §

The forgoing instrument was acknowledged before me on the _____ day of November 2026, by Justin Jackson in his capacity as Managing Member and CEO of Tahwahkaro Distilling Company, LLC.

_____
NOTARY PUBLIC – STATE OF TEXAS

NON-WAIVER, PAYMENT DEFERRAL, AND FORBEARANCE AGREEMENT

THIS NON-WAIVER, PAYMENT DEFERRAL, AND FORBEARANCE AGREEMENT (this "**Agreement**"), dated as of November ____, 2026, between ("Effective Date") by and among Palestine Economic Development Corporation, a Texas non-profit Type B economic development corporation ("PEDC"), and Tahwahkaro Distilling Company, LLC, a Texas limited liability company ("Company"). Collectively, the PEDC and Company may be referred to herein as the "Parties" and, each separately, as a "Party."

RECITALS

A. The Parties entered into that certain Economic Development Performance Incentive Agreement effective October 22, 2020 ("Original Performance Agreement"), which is incorporated herein by reference.

B. The Parties entered into that certain Economic Development Performance Incentive Agreement executed by PEDC on April 29, 2021 ("Second Performance Agreement"), which is incorporated herein by reference and incorporated the Original Performance Agreement by reference.

C. The Parties entered into that certain Payment Deferral Agreement executed on December 15, 2022, deferring Company's payments for a period of 120 days and extending the Maturity Date of the Promissory Note to September 1, 2026.

D. The Parties entered into that certain First Amendment to Economic Development Performance Agreement effective June 23, 2025, with an amended Deed of Trust and Amended Promissory Note ("Amendment"). Collectively, we will refer to the aforementioned agreements and related documents as "the Performance Agreements."

E. Unless otherwise defined herein, all capitalized terms used in this Agreement shall have the same meanings as defined in the Performance Agreements.

F. The PEDC provided Company notice of default of the Performance Agreements for nonpayment by letter dated November 20, 2025.

G. In furtherance of the Performance Agreements and in consideration of the business opportunities provided by the continued investment of Tahwahkaro in the city and the local community, the PEDC wishes to defer the payments under the Performance Agreements for the months of August, September, October, November, and December of 2026, forbear accelerated interest on those payments, and forbear enforcement of its default remedies, conditional upon its receipt of payments recommencing January 1, 2027, and extending the Term of the Performance Agreements by an additional six (6) months to June 30, 2028, to ensure successful completion of the obligations and requirements under the Performance Agreements.

F. The ultimate purposes and goals of the Performance Agreements for encouraging economic development and job creation can still be met; therefore, acceptance of the late payments and forbearance of default remedies is warranted to accomplish those purposes and goals.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above-stated recitals are true and correct and are incorporated herein by reference and made a part hereof.

2. Company agrees that it defaulted on the Performance Agreements by failing to make payments timely.

3. The PEDC will forbear exercising its default remedies for those payments including August, September, October, November and December 2026, pursuant to the Performance Agreements, which are hereby deferred until January 1, 2027 ("Deferred Payments").

4. In order to make payment on the Deferred Payments, Company agrees to recommence payments under the Performance Agreements on January 5, 2027, and continue those payments for an additional six (6) months at the end of the Term, effectively extending the Term by six (6) months through June 30, 2028 ("Extended Term"). The Parties agree that such deferral and forbearance is conditional upon Company recommencing payments on January 5, 2027, and completing all payments by the end of the Extended Term.

5. Company acknowledges:

   (a) each of the Performance Agreements and the Deed of Trust and Promissory Note, as amended, remain in full force and effect,
   (b) the liens granted by the Company shall remain effective and unimpaired by the transactions contemplated by this Agreement, and shall continue to secure all obligations under the Agreements,
   (c) ratifies and reaffirms all of its representations, warranties, covenants, and agreements made under the Performance Agreements,
   (d) the existing events of default are ongoing and continuing,
   (e) any actions it takes or fails to take is voluntary, informed and taken at its own risk, and
   (f) it consents to all of the terms and conditions of this Agreement.

6. The Parties agree that the deferral and forbearance provided in this Agreement does not constitute implied or actual waiver of the default, and that this Agreement is intended to preserve the PEDC's rights and remedies to take further action under the Performance Agreements should such action be necessary to enforce the terms, covenants, and conditions of the Performance Agreements in the future.

7. The PEDC hereby reserves all legal rights and remedies under the Performance Agreements. These rights and remedies include the right upon the expiration of the forbearance period to immediately foreclose on any collateral and exercise any and all other remedies available under the Performance Agreements or applicable law.

8. The Parties agree that the failure of any party hereto at any time to require the performance by any other party hereto of any provision of the Performance Agreements shall in no way affect the full right to require such performance at any time thereafter, nor shall the waiver by any party hereto of a breach of any provision of the Performance Agreements or this Agreement be taken or held to be a waiver of any succeeding breach of such provision or a waiver of the provision itself or a waiver of any other provision of the Performance Agreements or this Agreement.

{Signature Pages to Follow}

IN WITNESS WHEREOF, the Parties hereto have caused this Non-Waiver and Forbearance Agreement to be executed as of the Effective Date.

Tahwahkaro Distilling Company, LLC
(a Texas limited liability company)

By: _____
Name: Justin Jackson
Its: Managing Member/CEO

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF ANDERSON §

The foregoing instrument was acknowledged before me on the _____ day of November 2026, by Justin Jackson in his capacity as Managing Member; CEO of Tahwahkaro Distilling Company, LLC.

_____
NOTARY PUBLIC – STATE OF TEXAS

Palestine Economic Development Corporation
(a Texas non-profit Type B economic development corporation)

By: _____
Name: Dan Bochsler
Its: President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF ANDERSON §

The foregoing instrument was acknowledged before me on the _____ day of November 2026, by Dan Bochsler in his capacity as President of Palestine Economic Development Corporation.

_____
NOTARY PUBLIC – STATE OF TEXAS

Tahwahkaro Distillery
2021-04-22 Note Amortization Schedule
Revised for Payment Deferral Agreement Dec 15, 2022

Payment	Beginning Balance	Payment Amt.	Ending Balance	*Interest*	*Principal*
1	$ 150,000.00	$ 2,796.45	$ 147,766.05	*$ 562.50*	*$ 2,233.95*
2	$ 147,766.05	$ 2,796.45	$ 145,523.72	*$ 554.12*	*$ 2,242.33*
3	$ 145,523.72	$ 2,796.45	$ 143,272.98	*$ 545.71*	*$ 2,250.74*
4	$ 143,272.98	$ 2,796.45	$ 141,013.80	*$ 537.27*	*$ 2,259.18*
5	$ 141,013.80	$ 2,796.45	$ 138,746.15	*$ 528.80*	*$ 2,267.65*
6	$ 138,746.15	$ 2,796.45	$ 136,469.99	*$ 520.30*	*$ 2,276.15*
7	$ 136,469.99	$ 2,796.45	$ 134,185.30	*$ 511.76*	*$ 2,284.69*
8	$ 134,185.30	$ 2,796.45	$ 131,892.04	*$ 503.19*	*$ 2,293.26*
9	$ 131,892.04	$ 2,796.45	$ 129,590.19	*$ 494.60*	*$ 2,301.85*
10	$ 129,590.19	$ 2,796.45	$ 127,279.70	*$ 485.96*	*$ 2,310.49*
11	$ 127,279.70	$ 2,796.45	$ 124,960.54	*$ 477.30*	*$ 2,319.15*
12	$ 124,960.54	$ 2,796.45	$ 122,632.69	*$ 468.60*	*$ 2,327.85*
13	$ 122,632.69	$ 2,796.45	$ 120,296.11	*$ 459.87*	*$ 2,336.58*
14	$ 120,296.11	$ 2,796.45	$ 117,950.77	*$ 451.11*	*$ 2,345.34*
15	$ 117,950.77	$ 2,796.45	$ 115,596.63	*$ 442.32*	*$ 2,354.13*
16	$ 115,596.63	$ 2,796.45	$ 113,233.67	*$ 433.49*	*$ 2,362.96*
17	$ 113,233.67	$ 2,796.45	$ 110,861.84	*$ 424.63*	*$ 2,371.82*
	$ 110,861.84	$ 0.00	$ 111,277.57		
	$ 111,277.57	$ 0.00	$ 111,694.86		
	$ 111,694.86	$ 0.00	$ 112,113.72		
	$ 112,113.72	$ 0.00	$ 112,534.14		
18	$ 112,534.14	$ 2,838.64	$ 110,117.51	*$ 422.00*	*$ 2,416.64*
19	$ 110,117.51	$ 2,838.64	$ 107,691.81	*$ 412.94*	*$ 2,425.70*
20	$ 107,691.81	$ 2,838.64	$ 105,257.01	*$ 403.84*	*$ 2,434.80*
21	$ 105,257.01	$ 2,838.64	$ 102,813.09	*$ 394.71*	*$ 2,443.93*
22	$ 102,813.09	$ 2,838.64	$ 100,360.00	*$ 385.55*	*$ 2,453.09*
23	$ 100,360.00	$ 2,838.64	$ 97,897.71	*$ 376.35*	*$ 2,462.29*
	$ 97,897.71	$ 119.41	$ 97,897.71	*$ 119.41*	*$ 0.00*
	$ 97,897.71	$ 0.00	$ 97,897.71	*$ 0.00*	*$ 0.00*
	$ 97,897.71	$ 0.00	$ 97,897.71	*$ 0.00*	*$ 0.00*
	$ 97,897.71	$ 0.00	$ 97,897.71	*$ 0.00*	*$ 0.00*
	$ 97,897.71	$ 0.00	$ 97,897.71	*$ 0.00*	*$ 0.00*
	$ 97,897.71	$ 0.00	$ 97,897.71	*$ 0.00*	*$ 0.00*
	$ 97,897.71	$ 0.00	$ 97,897.71	*$ 0.00*	*$ 0.00*
	$ 97,897.71	$ 0.00	$ 97,897.71	*$ 0.00*	*$ 0.00*
	$ 97,897.71	$ 0.00	$ 97,897.71	*$ 0.00*	*$ 0.00*
	$ 97,897.71	$ 0.00	$ 97,897.71	*$ 0.00*	*$ 0.00*
	$ 97,897.71	$ 0.00	$ 97,897.71	*$ 0.00*	*$ 0.00*
	$ 97,897.71	$ 0.00	$ 97,897.71	*$ 0.00*	*$ 0.00*
	$ 97,897.71	$ 0.00	$ 97,897.71	*$ 0.00*	*$ 0.00*
	$ 97,897.71	$ 0.00	$ 97,897.71	*$ 0.00*	*$ 0.00*
	$ 97,897.71	$ 0.00	$ 97,897.71	*$ 0.00*	*$ 0.00*
	$ 97,897.71	$ 0.00	$ 97,897.71	*$ 0.00*	*$ 0.00*
	$ 97,897.71	$ 0.00	$ 97,897.71	*$ 0.00*	*$ 0.00*
	$ 97,897.71	$ 0.00	$ 97,897.71	*$ 0.00*	*$ 0.00*
	$ 97,897.71	$ 0.00	$ 97,897.71	*$ 0.00*	*$ 0.00*
	$ 97,897.71	$ 0.00	$ 97,897.71	*$ 0.00*	*$ 0.00*
24	$ 97,897.71	$ 2,000.00	$ 96,264.82	*$ 367.12*	*$ 1,632.88*

25	$ 96,264.82	$ 3,500.00	$ 93,125.82	*$ 360.99*	*$ 3,139.01*
26	$ 93,125.82	$ 3,500.00	$ 89,975.04	*$ 349.22*	*$ 3,150.78*
27	$ 89,975.04	$ 3,500.00	$ 86,812.44	*$ 337.41*	*$ 3,162.59*
28	$ 86,812.44	$ 3,500.00	$ 83,637.99	*$ 325.55*	*$ 3,174.45*
29	$ 83,637.99	$ 3,500.00	$ 80,451.63	*$ 313.64*	*$ 3,186.36*
30	$ 80,451.63	$ 3,500.00	$ 77,253.33	*$ 301.69*	*$ 3,198.31*
31	$ 77,253.33	$ 3,500.00	$ 74,043.03	*$ 289.70*	*$ 3,210.30*
32	$ 74,043.03	$ 3,500.00	$ 70,820.69	*$ 277.66*	*$ 3,222.34*
33	$ 70,820.69	$ 3,500.00	$ 67,586.27	*$ 265.58*	*$ 3,234.42*
34	$ 67,586.27	$ 3,500.00	$ 64,339.72	*$ 253.45*	*$ 3,246.55*
35	$ 64,339.72	$ 3,500.00	$ 61,080.99	*$ 241.27*	*$ 3,258.73*
36	$ 61,080.99	$ 3,500.00	$ 57,810.05	*$ 229.05*	*$ 3,270.95*
37	$ 57,810.05	$ 0.00	$ 57,810.05	*$ 0.00*	*$ 0.00*
38	$ 57,810.05	$ 0.00	$ 57,810.05	*$ 0.00*	*$ 0.00*
39	$ 57,810.05	$ 0.00	$ 57,810.05	*$ 0.00*	*$ 0.00*
40	$ 57,810.05	$ 0.00	$ 57,810.05	*$ 0.00*	*$ 0.00*
41	$ 57,810.05	$ 0.00	$ 57,810.05	*$ 0.00*	*$ 0.00*
42	$ 57,810.05	$ 0.00	$ 57,810.05	*$ 0.00*	*$ 0.00*
43	$ 57,810.05	$ 3,500.00	$ 54,526.83	*$ 216.79*	*$ 3,283.21*
44	$ 54,526.83	$ 3,500.00	$ 51,231.31	*$ 204.48*	*$ 3,295.52*
45	$ 51,231.31	$ 3,500.00	$ 47,923.43	*$ 192.12*	*$ 3,307.88*
46	$ 47,923.43	$ 3,500.00	$ 44,603.14	*$ 179.71*	*$ 3,320.29*
47	$ 44,603.14	$ 3,500.00	$ 41,270.40	*$ 167.26*	*$ 3,332.74*
48	$ 41,270.40	$ 3,500.00	$ 37,925.17	*$ 154.76*	*$ 3,345.24*
49	$ 37,925.17	$ 3,500.00	$ 34,567.39	*$ 142.22*	*$ 3,357.78*
50	$ 34,567.39	$ 3,500.00	$ 31,197.02	*$ 129.63*	*$ 3,370.37*
51	$ 31,197.02	$ 3,500.00	$ 27,814.01	*$ 116.99*	*$ 3,383.01*
52	$ 27,814.01	$ 3,500.00	$ 24,418.31	*$ 104.30*	*$ 3,395.70*
53	$ 24,418.31	$ 3,500.00	$ 21,009.88	*$ 91.57*	*$ 3,408.43*
54	$ 21,009.88	$ 3,500.00	$ 17,588.67	*$ 78.79*	*$ 3,421.21*
55	$ 17,588.67	$ 3,500.00	$ 14,154.62	*$ 65.96*	*$ 3,434.04*
56	$ 14,154.62	$ 3,500.00	$ 10,707.70	*$ 53.08*	*$ 3,446.92*
57	$ 10,707.70	$ 3,500.00	$ 7,247.86	*$ 40.15*	*$ 3,459.85*
58	$ 7,247.86	$ 3,500.00	$ 3,775.04	*$ 27.18*	*$ 3,472.82*
59	$ 3,775.04	$ 3,500.00	$ 289.19	*$ 14.16*	*$ 3,485.84*
60	$ 289.19	$ 290.28	$ 0.00	*$ 1.08*	*$ 289.20*

Due Date	
7/5/2021	paid
8/5/2021	paid
9/5/2021	paid
10/5/2021	paid
11/5/2021	paid
12/5/2021	paid
1/5/2022	paid
2/5/2022	paid
3/5/2022	paid
4/5/2022	paid
5/5/2022	paid
6/5/2022	paid
7/5/2022	paid
8/5/2022	paid
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10/5/2022	paid
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deferred	
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deferred	
4/5/2023	paid
5/5/2023	paid
6/5/2023	paid
7/5/2023	paid
8/5/2023	paid
9/5/2023	paid
10/5/2023	deferred
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12/5/2027	
1/5/2028	
2/5/2028	
3/5/2028	
4/5/2028	
5/5/2028	
6/5/2028	

Agenda Date:	11/10/2026
To:	Palestine Economic Development Corporation
From:	Melissa Temple, EDC Administrative Assistant
Agenda Item:	Discussion and possible action regarding CD investment and short-term bond options for PEDC.

SUMMARY:

Discussion and possible action regarding CD investment and short-term bond options for PEDC.

RECOMMENDED ACTION:

Staff recommends the board take possible action regarding CD investment options and short-term bonds for PEDC.

Agenda Date:	11/10/2026
To:	Palestine Economic Development Corporation
From:	Melissa Temple, EDC Administrative Assistant
Agenda Item:	Discussion and possible action regarding the 2027 MultiView digital display and video advertising proposal "Package A" at a total cost of $24,000.

SUMMARY:

Discussion and possible action regarding the 2027 MultiView digital display and video advertising proposal "Package A" at a total cost of $24,000.

RECOMMENDED ACTION:

Staff recommends approving 2027 MultiView digital display and video advertising proposal "Package A" at a total cost of $24,000.

Attachments

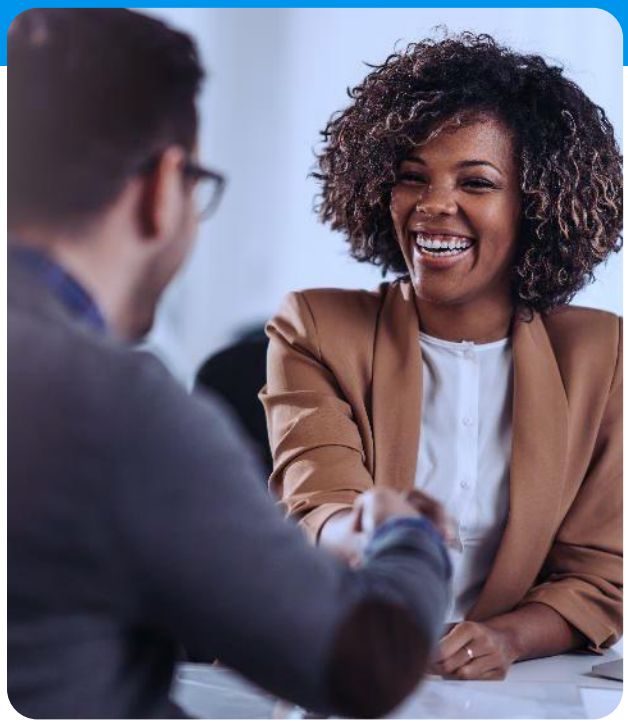
MultiView Proposal

MultiView Invoice

MULTIVIEW

Palestine Economic Development Corporation

Advertising Proposal



Reaching the right people is what makes marketing work – and that's exactly what digital advertising does best. By combining deep data, advanced technology, custom creative, continuous optimization and detailed reporting, Multiview ensures your message reaches your target audience at the right stage of their buying journey.

Campaign Goals

01

Raise awareness

Reach and influence key professionals with tailored messaging as they navigate the internet. Expanding your online presence ensures your brand stays visible, top of mind and builds lasting awareness among your target audience.

02

Target qualified users

Identify prospects who are actively researching your solutions, your direct competitors, or consuming related content. Strategic targeting ensures your brand is present when prospects are most receptive, increasing engagement and conversion potential.

03

Drive quality site traffic

Increase your industry footprint by attracting visitors who are actively seeking solutions like yours. These high-intent prospects spend more time exploring your site, engaging with content and are more likely to convert into qualified leads.

Who We Are

Multiview is a B2B digital marketing agency helping businesses reach, engage and grow their most valued relationships. We combine B2B media expertise with first-party audience data to help clients maximize their reach and revenue potential.

25+
Years of impact

850+
Association partners

$100M
Ad spend under management

#1
Digital publisher for associations

Why Multiview

We know B2B better than anyone. With over 25 years of association partnerships spanning 40+ industries, we turn B2B data and insights into personalized strategies that help you reach your target audience with precision across all digital channels.

Audienceview

- Association Media
- Programmatic Advertising
- Social Media
- Search Engine Strategies
- Content Studio

Partner Ecosystem Expertise

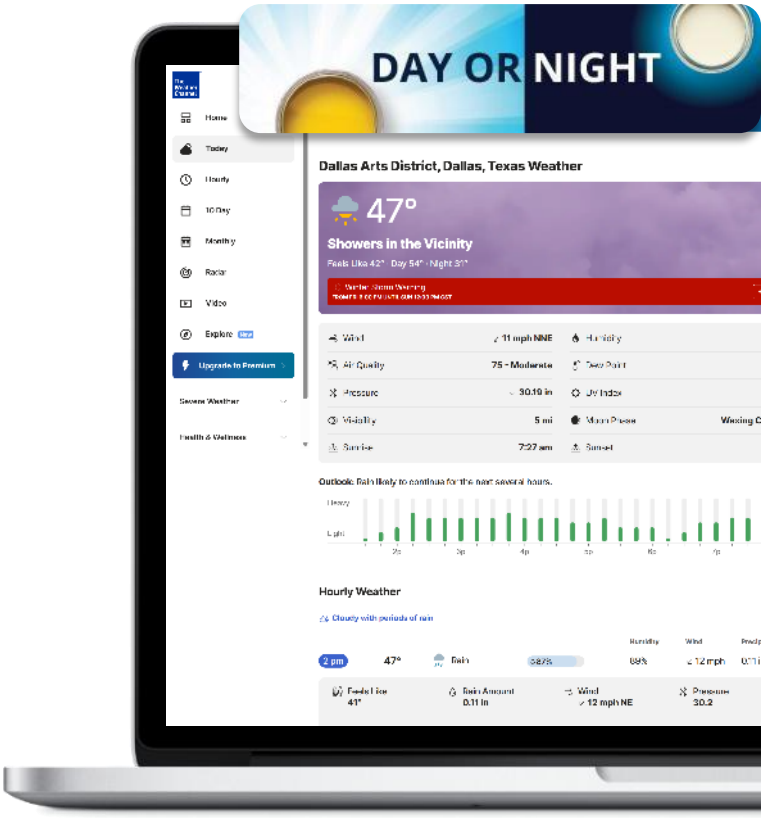
Google · amazon · Microsoft Advertising · Meta · LinkedIn · theTradeDesk

Programmatic Advertising

Multiview specializes in reaching key decision-makers in your industry with ads on the websites and apps they use most. Our programmatic advertising suite leverages a variety of targeting strategies to ensure your campaigns meet their objectives with precision.

44%

of buyers try new brands after viewing an ad.
(Marketing Dive)



Targeting Tactics

Persona targeting
Identify profiles that match the ideal characteristics of your target audience.

CRM Onboarding
By matching email addresses and other data from your CRM, we reach high-value and already engaged audiences.

Site retargeting
Use your first-party data to re-engage people who have visited your site in the past 30 days.

Contextual targeting
Identify potential customers based on their interests and browsing patterns.

Company Targeting
Reach the organizations that matter most through IP matching, serving ads exclusively to those companies.

Geofencing
Identify buyers in a specific geographic area and deliver ads based on their location.

*Event Targeting is a la carte and subject to availability

Account Management & Reporting

When you work with Multiview, we become an extension of your team.







Account management

Your dedicated account manager oversees campaign success, coordinates communication and provides monthly performance reports.

Data analytics

Our team of platform experts and technical specialists analyze market trends, track campaign performance and ensure accurate on-site tracking.

Creative services

Our art directors bring years of experience creating digital ads that deliver the right message with compelling design and clear copy.

Customer Portal

You will have access to an online reporting portal, which provides detailed analytics on campaign performance.



Visitorview

This feature provides firmographic insights* on the companies visiting your website, which can be used to refine your content and search strategy.



**Insights only available for a portion of traffic due to visits from mobile devices, ISPs, etc., which cannot be mapped to a company.*

MULTIVIEW

Campaign Pricing

We are confident in our ability to reach your niche audience and deliver engaging, relevant messaging. The strategy below was developed with a focus on increasing your digital presence while boosting visibility to drive awareness and maximize reach.

Package 1:

Strategy	Deliverable	Investment	Term
Programmatic Display	1,125,000 Impressions	$18.000	12 months
Programmatic Video	171,428 Impressions	$6,000	12 months

Package 2:

Strategy	Deliverable	Investment	Term
Programmatic Display	1,548,387 Impressions	$24,000	12 months
Programmatic Video	228,571 Impressions	$8,000	12 months

Package 3:

Strategy	Deliverable	Investment	Term
Programmatic Display	2,000,000 Impressions	$30,000	12 months
Programmatic Video	285,714 Impressions	$10,000	12 months

Advertising Campaign

MULTIVIEW
A STAGWELL COMPANY

ADVERTISING CAMPAIGN OVERVIEW

Date: 10/22/2026

Prepared By: **Austin Stitt**
Multiview, Inc.

Prepared For: **Christophe Trahan**
Palestine Economic Development Corporation

Campaign Specifics:

Programmatic Campaign	Price
Volume: - 1,125,000 Display Impressions - 171,428 Video Impressions - 12-month run	
Services: - Custom creative design and development - Custom audience targeting optimization - Dedicated Elite service team	
Features: - Elite targeting strategies package - 24/7 reporting portal access - VisitorView Reporting	
Total	**$24,000 USD**

Payment Terms:

- 12 payments of $2,000
- The consecutive monthly payments are due on the 1st day of each month beginning 12/1/2026.
- Payments will be in the form of check.
- The Campaign will be delivered over a 12-month term beginning when the current campaign expires.

The following definitions describe Multiview's key practices as they pertain to the advertising campaign:

Elite Service Team – The primary element to premium service is the Elite Service Team comprised of a dedicated account manager who oversees the campaign and a data analyst who configures targeting parameters and optimizes for optimal performance. The account manager facilitates both the setup and the ongoing communication, such as regular reporting calls to discuss campaign metrics and propose modifications based on campaigns performance. Account Managers are accessible through phone and email during business hours.

Creative Design – Multview provides in-house ad design and development in conjunction with the campaign. Creative elements are IAB compliant and are approved by client prior to being deployed. Creative element formats include standard, HTML5 animated ads and rich media interactive formats when applicable. Changes to creative may be made as needed throughout campaign.

Audience Targeting and Optimization – We understand that your business is unique; Multiview's data team performs specific industry analysis to custom configure and optimize campaigns. This includes identifying terms and keywords that competitors target to drive site traffic, as well as niche terms within the targeted verticals. Custom-configured audience targeting improves media efficiency and increases ads relevancy. Our team monitors various factors, such as delivery, reach, frequency and efficacy, and performs optimizations regularly.

Elite Targeting Package – Multiview's programmatic advertising suite includes a variety of audience targeting techniques, such as: behavioral, search retargeting, data segments, site retargeting, geo-targeting and location targeting. Each technique offers its own unique advantages, your account team will make tactical recommendations to best suit the campaign objectives.

VisitorView – A feature that attempts to identify site visitors and match them against business registries. For matched traffic, the feature provides a report on the companies that visited your website, contact information of the visiting companies, site behavior of the visitors, visitors' geographic location on a map and more.

We look forward to working with you to help meet your advertising objectives. For questions regarding billing, please contact Multiview's finance department, available at ar@multiview.com. The terms herein are collectively referred to as the "Agreement". Thank you for your business, all sales are final.

Multiview, Inc. **Palestine Economic Development Corporation**

Agenda Date:	11/10/2026
To:	Palestine Economic Development Corporation
From:	Melissa Temple, EDC Administrative Assistant
Agenda Item:	Discussion and possible action regarding Palestine Mall Redevelopment, LLC.

SUMMARY:

Discussion and possible action regarding Palestine Mall Redevelopment, LLC.

RECOMMENDED ACTION:

Staff recommend discussing and taking possible action regarding Palestine Mall Redevelopment, LLC.

Attachments

Palestine Mall Redevelopment, LLC. Performance Agreement

ASSIGNMENT, ASSUMPTION, AND AMENDMENT OF ECONOMIC DEVELOPMENT PERFORMANCE INCENTIVE AGREEMENT

THIS ASSIGNMENT, ASSUMPTION, AND AMENDMENT OF ECONOMIC DEVELOPMENT PERFORMANCE INCENTIVE AGREEMENT (this "Assignment") is made and entered into as of November _____, 2026 (the "Assignment Effective Date"), by and among **PALESTINE MALL REDEVELOPMENT, LLC**, a Texas limited liability company ("Assignor"), **PALESTINE PHASE II, LLC**, a Texas limited liability company ("Assignee"), and **PALESTINE ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit Type B economic development corporation (the "PEDC").

A. Assignor and the PEDC are parties to that certain Economic Development Performance Incentive Agreement dated as of February 26, 2025 (the "Performance Agreement"), relating to the real property commonly known as 2000 South Loop 256, Palestine, Texas 75801.

B. By two Partial Releases of Economic Development Performance Incentive Agreement, each dated as of October 22, 2025 (collectively, the "Partial Releases"), the PEDC released Lot 8 and Lot 9 of Palestine Mall from the Performance Agreement.

C. After giving effect to the Partial Releases, the real property remaining subject to the Performance Agreement consists of:

(i) Lot 7 of Palestine Mall, commonly referred to as the Academy lot and more particularly described on Exhibit A attached hereto (the "Academy Property"); and

(ii) Lot 2R-1R of Palestine Mall, commonly referred to as Phase II and more particularly described on Exhibit B attached hereto (the "Phase II Property;" together with the Academy Property, the "Remaining Property").

D. Liberty Capital Bank, a bank organized under the laws of the State of Texas, is making a loan (the "Loan") to Palestine Academy, LLC ("Academy SPE"), which Loan is secured by a deed of trust encumbering only the Academy Property (and no other portion of the Remaining Property).

E. To effectuate the Loan, Assignor is reorganizing its ownership of the Remaining Property by:

(i) forming two (2) special-purpose Texas limited liability companies, Academy SPE and Assignee, of which Assignor will be the sole member; and

(ii) conveying the Academy Property to Academy SPE, and the Phase II Property to Assignee, in each case by special warranty deed and related instruments of conveyance.

F. The PEDC has agreed to release the Academy Property from the Performance Agreement in full, and Assignor desires to assign the entire Performance Agreement (which, after

the release of the Academy Property, relates only to the Phase II Property) to Assignee, and Assignee desires to accept the assignment and assume the obligations of Assignor under the Performance Agreement.

G. Under Section 10.07 of the Performance Agreement, an assignment of the Performance Agreement by Assignor requires the written approval of the Board of Directors of the PEDC, such approval not to be unreasonably withheld or delayed, and the PEDC is willing to consent to the assignment and assumption on the terms of this Assignment.

H. The PEDC and Assignor also desire to amend the Performance Agreement to extend the deadline for substantial completion of the parking lot rehabilitation, as set forth in Section 6 below.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Release of the Academy Property. As of the Assignment Effective Date, the PEDC releases the Academy Property from the Performance Agreement in full. From and after the Assignment Effective Date, none of the Academy Property, Academy SPE, or Assignor has any further obligation, covenant, or liability under the Performance Agreement with respect to the Academy Property, and the PEDC has no right to recapture or require repayment of the Cash Incentive from Academy SPE, Assignor or any future owner of the Academy Property. Upon this release, the only property remaining subject to the Performance Agreement is the Phase II Property.

2. Assignment and Assumption. As of the Assignment Effective Date, Assignor assigns, conveys, and transfers to Assignee all of Assignor's right, title, and interest in, to, and under the Performance Agreement, and Assignee accepts such assignment and assumes and agrees to perform all of the obligations of Assignor under the Performance Agreement (including all obligations relating to the Cash Incentive, which now relates solely to the Phase II Property) arising from and after the Assignment Effective Date. The current status of those obligations is described on Exhibit C. Assignor is hereby released from all obligations and liabilities under the Performance Agreement, whether arising before or after the Assignment Effective Date.

3. Indemnification. Assignee shall indemnify, defend, and hold Assignor harmless from and against all liabilities, obligations, losses, costs, and expenses (including reasonable attorneys' fees) arising out of the obligations under the Performance Agreement from and after the Assignment Effective Date.

4. Consent of the PEDC. The PEDC, on behalf of its Board of Directors, hereby consents to the assignment of the Performance Agreement from Assignor to Assignee as set forth in this Assignment.

5. Representations and Warranties. As of the Assignment Effective Date:

(a) the PEDC represents and warrants that, except as otherwise described herein, the Performance Agreement is unmodified and in full force and effect, Assignor is not in Default under the Performance Agreement beyond any applicable Cure Period, and no event or condition exists that, with notice or the passage of time, would constitute such a Default thereunder; and

(b) Assignor represents and warrants that, except as otherwise described herein, the Performance Agreement is unmodified and in full force and effect, and no default by the PEDC exists thereunder, nor any event or condition that, with notice or the passage of time, would constitute such a default.

6. Parking Lot. The deadline for Assignee to substantially complete all construction and renovation of the parking lot on the Phase II Property is hereby extended to October 31, 2027, subject to extension for Force Majeure.

7. Capitalized Terms. Capitalized terms used but not otherwise defined in this Assignment have the meanings given to them in the Performance Agreement.

8. Binding Effect. This Assignment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

9. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures delivered by electronic transmission shall be effective as originals.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Assignment to be effective as of the Assignment Effective Date.

ASSIGNOR:

PALESTINE MALL REDEVELOPMENT, LLC,
a Texas limited liability company

By:_____
Michael E. Geisler, Manager

ASSIGNEE:

PALESTINE PHASE II, LLC,
a Texas limited liability company

By: Palestine Mall Redevelopment, LLC,
a Texas limited liability company,
its sole member

By:_____
Michael E. Geisler, Manager

PEDC:

PALESTINE ECONOMIC DEVELOPMENT CORPORATION,
a Texas non-profit Type B economic development corporation

By: _____
Name: _____
Title:_____

EXHIBIT A

LEGAL DESCRIPTION – ACADEMY PROPERTY

Lot 7, Replat of Palestine Mall Addition, Revised, and Addition to the City of Palestine, Anderson County, Texas, as set forth in Map Envelope 477-A, Map Envelope Records of the County Clerk of Anderson County, Texas, and recorded in Instrument No. 2025-2785, Official Public Records of Anderson County, Texas.

EXHIBIT B

LEGAL DESCRIPTION – PHASE II PROPERTY

Lot 2R-1R, Replat of Palestine Mall Addition, Revised, and Addition to the City of Palestine, Anderson County, Texas, as set forth in Map Envelope 477-A, Map Envelope Records of the County Clerk of Anderson County, Texas, and recorded in Instrument No. 2025-2785, Official Public Records of Anderson County, Texas.

EXHIBIT C

STATUS OF ASSIGNEE OBLIGATIONS UNDER PERFORMANCE AGREEMENT

Section:	Obligation:	Status:
4.01(a)(1)	Commence construction and renovation of the retail shopping complex on or after the Effective Date of the Performance Agreement but no later than March 1, 2025.	Complete.
4.01(a)(2)	Substantially complete all construction and renovation of the parking lot on the Phase II Property on or before October 31, 2027, as amended herein.	Complete, except for the following obligations: • Rear drive of the Phase II Property; and • Punchlist items in the front parking lot of the Phase II Property.
4.01(a)(3)	Substantially complete all construction and renovation of the retail shopping complex on the Phase II Property (as needed to satisfy the required Capital Investment) on or before December 31, 2029.	Incomplete. (The status of the Capital Investment is described below.)
4.01(b)	Make (or cause to be made) a Capital Investment of $12,573,744.00 in Eligible Expenditures.	Incomplete. Eligible Expenditures made to date: $8,385,871.80. Remaining Eligible Expenditures: $4,187.872.20.
4.01(c)	Create or contract for (or cause to be created or contracted for) 101 FTE (or equivalent PTE) construction jobs.	Complete.
4.01(d)	Approximately 55,000 square feet of the Academy Property is leased by Academy, Ltd. ("Academy") on or before April 30, 2025.	Complete.

	On or before December 31, 2029, at least 75% (110,178 square feet) of the renovated retail shopping complex on the Remaining Property (which includes the 55,000 square feet leased and occupied by Academy on the Academy Property) is leased and occupied by tenants. For the avoidance of doubt, the total renovated retail shopping center complex on the Remaining Property contains 146,904 square feet.	Incomplete. Leased and occupied to date: 60.84% (89,378 square feet). For the avoidance of doubt, notwithstanding the release of the Academy Property pursuant to Section 1 of this Assignment, the 55,000 square feet leased and occupied by Academy on the Academy Property, which was completed prior to the Assignment Effective Date, shall be counted toward satisfaction of the foregoing 75% leasing threshold. Remaining: 14.16% (20,800 square feet).
4.01(e)	Beginning on April 1, 2025, and thereafter on the first day of the month following the last day of each calendar quarter, submit a quarterly report, in writing, to the PEDC detailing: (1) the status of the construction of the parking lot and the construction and renovation of the shopping mall on the Phase II Property; (2) documentation evidencing Eligible Expenditures for all construction and renovation of the Phase II Property; and (3) an accounting of all construction workers employed.	Completed for all obligations completed to date. Assignee will continue to satisfy the reporting requirements with respect to the incomplete obligations described in this Exhibit C.

This Exhibit C and Section 5 of this Assignment may be relied upon by any future purchaser, and its successors and assigns and any lenders thereto, of the Phase II Property.

Upon completion of the remaining obligations shown on this Exhibit C, the PEDC shall, within thirty (30) days after written request by Assignee, execute and deliver to Assignee a release of the Phase II Property from the Performance Agreement.