

CSO#5968-10-2025

**ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN
WINDMILLER PROPERTIES, LLC
AND
THE CITY OF BURLESON, TEXAS**

This Economic Development Agreement ("**Agreement**") is made and entered into by and between the City of Burleson, a Texas home-rule municipal corporation (the "**City**"), and Windmill Properties, LLC, a Texas limited liability company and/or assigns ("**Company**"). The City and Company may sometimes hereafter be referred to individually as a "party" or collectively as the "parties."

RECITALS

WHEREAS, Company owns approximately .22 acres of land located at 279 West Hidden Creek Parkway, Burleson, Texas 76028, located within the Standard at Chisenhall Development, as generally depicted on the survey attached as **Exhibit A** (the "**Property**"); and

WHEREAS, Company is seeking an economic development incentive to develop the Property in accordance with this Agreement, which constitutes a program under Chapter 380 of the Texas Local Gov't Code; and

WHEREAS, the City is authorized by Article III, Section 52-a of the Texas Constitution and Chapter 380 of the Texas Local Gov't Code to provide economic development grants and incentives to promote state and local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, pursuant to this Agreement, Company agrees to develop the Property for a Hilton Tapestry flag brand, or similar class of a minimum five (5) story hotel with approximately eighty (80) rooms and parking, with adjacent area to be developed as open space with trail, fire pits, benches, and other amenities, subject to site plan approval by the City Council, as generally shown on the attached **Exhibit B** (the "**Project**"); and

WHEREAS, the City desires to provide the City Grant, as defined or further described in this Agreement, to Company pursuant to Chapter 380 of the Texas Local Gov't Code in consideration of Company bringing the Project to the City; and

WHEREAS, the City finds and determines that this Agreement directly enhances and promotes tourism in the convention and hotel industry, and the City Grant is for the construction of a hotel; and

WHEREAS, the City has concluded and hereby finds that this Agreement promotes economic development in the City, and, as such, meets the requirements of Article III, Section 52-a of the Texas Constitution, by assisting in the development and diversification of the economy of the State of Texas and City, by eliminating unemployment or underemployment in the State of

Texas and City, and will enhance the City's real property, sales tax, and hotel occupancy tax base, and will enhance business and commercial activity within the State of Texas and City.

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

ARTICLE 1 DEFINITIONS

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in this Article have the meanings assigned to them in the Recitals or this Article, and all such terms include the plural as well as the singular.

"Agreement," "City," "Company," "Project," and "Property," have the meanings set forth in the recitals.

"Approved Plans" means the plans and specifications relating to the design and construction of the Project, inclusive of any change orders thereto, which comply with all City rules and regulations, and are approved by the City.

"Affiliate" means an entity that directly controls, is directly controlled by, or is under common control with the Company.

"Building Final" means the approval of the final inspection issued by the City certifying a building's compliance with applicable building codes and other laws, and indicating it to be in condition suitable for further construction of interior finish-out for Company, or for its tenant(s).

"Capital Investment" shall mean Company's capitalized costs for the design and construction of the Project (inclusive of all hard and soft costs). Capital Investment does not include the cost of marketing of the Project.

"Certificate of Occupancy" means the document issued by the City certifying that a building complies with applicable building codes and other laws, and indicating it to be in a condition suitable for occupation.

"City" means the City of Burlson, Texas.

"City Council" means the City Council of the City.

"City Grant(s)" has the meaning set forth in Article 4 of this Agreement.

"Commencement of Construction" shall mean (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Project; (ii) all necessary permits for the construction of Project have been issued by the applicable governmental authorities; and (iii) construction of vertical elements of buildings within the Project has commenced.

“Effective Date” means the date this Agreement is fully executed by the parties.

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

“Force Majeure” means any act that (i) materially and adversely affects the affected party’s ability to perform the relevant obligations under this Agreement or delays such affected party’s ability to do so, (ii) is beyond the reasonable control of the affected party, (iii) is not due to the affected party’s fault or negligence, and (iv) could not be avoided, by the party who suffers it, by the exercise of commercially reasonable efforts. “Force Majeure” shall include: (a) natural phenomena, such as storms, floods, lightning and earthquakes; (b) wars, civil disturbances, revolts, insurrections, terrorism, sabotage and threats of sabotage or terrorism; (c) transportation disasters, whether by ocean, rail, land or air; (d) strikes or other labor disputes that are not due to the breach of any labor agreement by the affected party; (e) fires; and (f) epidemics or pandemics where shut-down of residential construction or the manufacturing of supplies relating thereto has been ordered by a governmental authority; provided, however, that under no circumstances shall Force Majeure include any of the following events: (g) economic hardship; (h) changes in market condition; (i) any strike or labor dispute involving the employees of Company or any affiliate of Company, other than industry or nationwide strikes or labor disputes; (j) during construction, weather conditions which could reasonably be anticipated by experienced contractors operating the relevant location; (k) the occurrence of any manpower, material or equipment shortages except as set forth in (f) above; or (l) any delay, default or failure (financial or otherwise) of the general contractor or any subcontractor, vendor or supplier of Company, or any construction contracts for the Project.

“HOT Tax Revenues” means those revenues attributable to the Project and collected and received by the City pursuant to Chapter 351 of the Texas Tax Code.

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

“Tax Year” shall have the meaning assigned to such term in Section 1.04 of the Texas Tax Code (i.e., the calendar year).

“Taxable Value” shall mean the appraised value of the Property as certified by the Johnson Appraisal District, or its successor, for a given Tax Year.

“Term” means the term of this Agreement as described in Article 2 of this Agreement.

ARTICLE 2

TERM

The term of this Agreement shall commence on the Effective Date and shall continue until the parties have fully satisfied all terms and conditions of this Agreement unless sooner terminated as provided herein, but shall automatically terminate upon the expiration of ten (10) years from the Effective Date.

ARTICLE 3 **COMPANY OBLIGATIONS**

3.1 Compliance with Laws. Construction of the Project must be done in accordance with the Approved Plans and all applicable federal, state and local laws, codes, and regulations.

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

3.3 Commencement of Construction. Company must achieve Commencement of Construction of the Project no later than August 30, 2026.

3.4 Building Final and Certificate of Occupancy. No later than December 31, 2027, Company must receive a Building Final and Certificate of Occupancy.

3.5 Capital Investment. The minimum Capital Investment for the Project shall be Eighteen Million Dollars (\$18,000,000) as of the date the Project receives a Building Final. Company shall, within ninety (90) days after receiving a Building Final of the Project deliver to the City Manager copies of invoices, bills, receipts and such other information as may be reasonably requested by City to document compliance with the required Capital Investment for the Project.

3.6 Impositions. Company shall remain current on all Impositions for the Term of this Agreement.

3.7 Appraised Taxable Value. For the Term of this Agreement, Company shall not protest an appraisal of the Property by the Johnson County Appraisal District to reduce the appraised value of the Improvements to an amount less than Twelve Million Six Hundred Thousand Dollars (\$12,600,000.00).

3.8 Property Maintenance. Company, or its assigns, agrees to be responsible for the continuous and perpetual operation and maintenance of the Property and Company's Property in accordance with all applicable federal, state and local laws, codes, and regulations during the Term of this Agreement.

3.9 Rough Proportionality. The Parties agree that all conveyances, dedications, construction costs and other payments, if any, made by Company related to the Project are roughly proportional to the need for such improvements created by the development of the Project and Company hereby waives any claim therefore that it may have. Company further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to the conveyance, dedication, construction costs and other payments, if any, for the Project and any public improvements are related both in nature and extent to the impact of the Project. Company waives and releases all claims against the City related to any and all rough proportionality and individual determination requirements mandated by Section 212.904, Texas Local Government Code, or the Texas or U.S. constitutions, as well as other requirements of a nexus between development conditions and the projected impact of the Project.

ARTICLE 4 **CHAPTER 380 PROGRAM GRANTS**

4.1 City Grants. Provided Company is in full compliance with the obligations and terms of this Agreement, the City shall provide a hotel occupancy sales tax rebate equal to seventy-five percent (75%) of the municipal HOT Tax Revenues directly generated from the Project and remitted to the City beginning with the first Tax Year after the Certificate of Occupancy is issued for the hotel for a period of up to seven (7) years. The City Grant shall terminate at the expiration of 7 years from the date of the first payment, or upon the date the total payment of City Grants equals \$1,300,000.00, whichever occurs first.

4.2 Submission Data for Hotel Occupancy Tax Rebate. Within ninety (90) calendar days after the end of each Tax Year, in which Company is entitled to a City Grant, Company shall submit to the City a written schedule, certified by Company as to its accuracy and completeness, a copy of all Texas municipal hotel occupancy tax returns and supporting work papers, including but not

limited to, amended reports filed by Company showing municipal hotel occupancy tax generated by the Property and actually paid to the State.

4.3 Within thirty (30) days after receipt of (i) the Submission Data required by Section 4.2; and (ii) receipt of the municipal hotel occupancy tax the City shall make the City Grant payments to Company as provided in Section 4.1.

ARTICLE 5 **TERMINATION, OFFSET, AND REPAYMENT**

5.1 Termination. This Agreement may be terminated upon any one or more of the following:

- (a) by mutual written agreement of the parties; or
- (b) upon written notice by any party, if another party defaults or breaches any of the other terms or conditions of this Agreement and such default or breach is not cured within ninety (90) days after written notice thereof; or
- (c) upon written notice by the City, if Company suffers an Event of Bankruptcy or Insolvency; or
- (d) upon written notice by the City, if any Impositions owed to City become delinquent and such delinquency has not been cured within ninety (90) days after written notice thereof; or
- (e) upon written notice by any party if any subsequent federal or state legislation or any decision of a court of competent jurisdiction renders this Agreement invalid, illegal, or unenforceable.

5.2 Offset. Company shall not allow the ad valorem taxes owed to the City on any property owned by Company and located within the City to become delinquent beyond the last day ad valorem taxes can be paid without assessment of penalty. The City may at its option, and after delivering written notice to Company of its intent to do so, increase any amounts due and payable to the City under this Agreement to recover any delinquent debt (including taxes) lawfully due to City, regardless of whether or not the debt due to the City has been reduced to judgment by a court.

5.3 Repayment and Forfeiture.

- (a) In the event this Agreement is terminated by the City pursuant to Section 5.1(b) because the Company violates Section 9.16 of this Agreement, Company shall immediately refund any and all of the City Grants to the City and pay any additional amounts to the City in accordance with that Section.
- (b) In the event this Agreement is terminated by the City pursuant to Section 5.1(b) because the Company violates Section 9.18 of this Agreement, Company shall immediately refund any and all of the City Grants to the City, as applicable, and shall pay to the City

an amount equal to the remaining annual payments due to the City, plus interest at the rate of interest periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall 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 City) as its prime or base commercial lending rate, which shall accrue from the Effective Date until paid.

- (c) In addition to the above and any other rights under law, in the event this Agreement is terminated by the City pursuant to Section 5.1(b)-(e), Company shall immediately forfeit and not be entitled to receive any additional City Grants under this Agreement, and, further, Company shall immediately waive and relinquish to the City any and all hotel occupancy sales taxes collected from the Project but not yet rebated to the Company by the City through a City Grant.

ARTICLE 6 INDEMNIFICATION

CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE ACTS OR OMISSIONS OF COMPANY OR ITS CONTRACTORS PURSUANT TO THIS AGREEMENT. COMPANY HEREBY WAIVES ALL CLAIMS AGAINST CITY AND ITS COUNCIL, DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO AS THE "CITY REPRESENTATIVES") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE (OTHER THAN THE SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL ACT OF THE CITY REPRESENTATIVES) ARISING FROM THE ACTS OR OMISSIONS OF COMPANY OR ITS CONTRACTORS PURSUANT TO THIS AGREEMENT. COMPANY DOES HEREBY INDEMNIFY AND SAVE HARMLESS THE CITY REPRESENTATIVES FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON, OR DAMAGE TO OR LOSS OF PROPERTY ARISING FROM COMPANY'S BREACH OF ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF COMPANY, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUB-CONTRACTOR(S), LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS IN THE PERFORMANCE OF THIS AGREEMENT (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO THE SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL ACT OF THE CITY REPRESENTATIVES). NOTWITHSTANDING THE FOREGOING, IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF BOTH THE CITY REPRESENTATIVES AND COMPANY, THE RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL

IMMUNITY AVAILABLE TO THE CITY REPRESENTATIVES AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND THEIR RESPECTIVE SUCCESSORS AND PERMITTED ASSIGNS AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. COMPANY'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY COMPANY UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE 7
ACCESS TO PUBLIC INFORMATION

Notwithstanding any other provision to the contrary in this Agreement, all information, documents, and communications relating to this Agreement may be subject to the Texas Public Information Act and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Texas Public Information Act. In addition to the foregoing sentence, the City shall submit to the comptroller the information as required by Texas Local Gov't Code Sec. 380.004, and any other information the comptroller considers necessary to operate and update the database described by Section 403.0246, Government Code. Upon the City's request, Company agrees to provide the City access to contract documents, invoices, receipts, records, and reports to verify Company's compliance with this Agreement.

ARTICLE 8
GOVERNMENTAL FUNCTIONS AND IMMUNITY

The parties hereby acknowledge and agree that the City is entering into this Agreement pursuant to its governmental functions and that nothing contained in this Agreement shall be construed as constituting a waiver of the City's police power, legislative power, or governmental immunity from suit or liability, which are expressly reserved to the extent allowed by law. The parties agree that this is not an Agreement for goods or services to the City. To the extent a Court of competent jurisdiction determines that the City's governmental immunity from suit or liability is waived in any manner, or that this Agreement is subject to the provisions of Chapter 271 of the Texas Local Gov't Code, as amended, the City's immunity from suit may be waived only as set forth in Subchapter I of Chapter 271, Texas Local Gov't Code. Further, the parties agree that this Agreement is made subject to all applicable provisions of the Texas Civil Practice and Remedies Code, including but not limited to all defenses, limitations, and exceptions to the limited waiver of immunity from liability provided in Chapter 101 and Chapter 75.

ARTICLE 9
GENERAL PROVISIONS

9.1 Mutual Assistance. The parties shall do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

9.2 Representations and Warranties. Company represents and warrants that it has the requisite authority to enter into this Agreement. Company represents and warrants that it will not violate any federal, state or local laws in constructing or operating the Project, and that the Project shall conform to the applicable building codes, zoning ordinances, and all other ordinances and regulations of the City of Burleson, Texas.

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

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

9.5 Amendment. This Agreement may only be amended, altered, or revoked by written instrument signed by the parties.

9.6 Successors and Assigns. This Agreement shall not be assigned without prior written consent and approval by the City Council, which consent and approval shall be in its sole and uncontrolled and absolute discretion. Notwithstanding the foregoing, the Company may assign this Agreement and any benefits there under, including City Grants, once to any Affiliate with the City Council's prior written consent and approval, which consent and approval, as applicable, shall not be unreasonably denied, withheld or delayed.

9.7 Notice. Any notices or other communications required or permitted by this Agreement shall be in writing and delivered personally, or by messenger or a nationally recognized overnight courier service, or alternatively, shall be sent by United States certified mail, return receipt requested. The effective date of any notice shall be (i) if by personal delivery, messenger or courier service, the date of delivery of the notice, or (ii) if mailed, on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as undeliverable, as the case may be. The parties hereby designate the addresses set forth below as their respective notice addresses under this Agreement.

COMPANY: Windmiller Properties, LLC
279 W. Hidden Creek Pkwy, Suite 1301
Burleson, Texas 76028
Attn: Timothy E. Windmiller

CITY: City of Burleson, Texas
141 West Renfro
Burleson, Texas 76028
Attn: Tommy Ludwig, City Manager

With a copy to: Taylor, Olson, Adkins, Sralla & Elam, LLP
6000 Western Place, Suite 200
Fort Worth, Texas 76107
Attn: Dean Roggia

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

9.9 Applicable Law/Venue. The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation its validity, interpretation, construction, performance and enforcement. Mandatory and exclusive venue for any action arising out of, or relating to, this Agreement must be in a court of competent jurisdiction in Johnson County, Texas.

9.10 Severability. In the event any provision of this Agreement is ruled illegal, invalid, or unenforceable by any court of proper jurisdiction, under present or future laws, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

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

9.12 No Joint Venture. The provisions of this Agreement are not intended to create, nor will they be in any way interpreted or construed to create a joint venture, partnership, or any other similar relationship between the parties.

9.13 Force Majeure. If any party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder (other than the payment of money) by reason of Force Majeure, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, provided that the foregoing shall not be applicable to any payment obligation of any party under this Agreement.

9.14 Attorney's Fees. If either party employs an attorney or attorneys to enforce any of the provisions hereof, or to recover damages for the breach of this Agreement, the non-prevailing party in any final judgment or award agrees to pay the other party all reasonable costs, charges and expenses, including reasonable attorneys' fees and costs of court, expended or incurred in connection therewith.

9.15 Limitation of Liability. The parties further agree that no party will be liable to any other party under this Agreement for special, consequential (including lost profits), or exemplary damages.

9.16 Undocumented Workers. Company covenants and certifies that it does not and will not knowingly employ an undocumented worker as that term is defined by Section 2264.001(4) of the Texas Government Code. In accordance with Section 2264.052 of the Texas Government Code, if Company is convicted of a violation under 8 U.S.C. Section 1324a (f), Company shall repay to

the City the full amount of all payments made under this Agreement, plus ten percent (10%) interest per annum from the date such payment was made until the date of full repayment. Repayment shall be paid within one hundred twenty (120) days after the date Company receives a notice of violation from the City.

9.17 City Council Approval. This Agreement is not valid unless first authorized by the City Council.

9.18 Gift to Public Servant. The City may terminate the Agreement immediately if Company has offered or agreed to confer any benefit upon a City employee or official that the City employee or official is prohibited by law from accepting.

9.19 Texas Boycott Prohibitions. Company verifies and certifies that it does not and during the duration of this Agreement will not:

- (a) do business with Iran, Sudan, or a foreign terrorist organization, as defined in Texas Government Code Chapter 2270, as amended;
- (b) boycott Israel as that term is defined in Texas Government Code Section 808.001 and Chapter 2271, as amended;
- (c) discriminate against a firearm entity or firearm trade association as defined in Texas Government Code Chapter 2274, as amended;
- (d) operate as a foreign owned or controlled company in connection with a critical infrastructure project as defined in Texas Government Code Chapter 2275, as amended; or
- (e) boycott energy companies as defined in Texas Government Code Section 809.001 and Chapter 2276, as amended.

9.20 380 Grant Limitations. Under no circumstances shall the obligations of the City hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision; provided, however, the City agrees during the term of this Agreement to make a good faith effort to appropriate funds to pay the grant for this Agreement. Further, City shall not be obligated to pay any lienholder, commercial bank, lender, or similar Person or financial institution for any loan or credit agreement made by Company. None of the obligations of City under this Agreement shall be pledged or otherwise encumbered by Company in favor of any lienholder, commercial bank, lender, or similar Person, or financial institution. The funds granted by the City under this section shall be derived from any source lawfully available to the City under its charter or other law, other than from the proceeds of bonds or other obligations of the municipality payable from ad valorem taxes.

9.21 Ethics Disclosure. Company represents that it has completed a TEC form 1295 ("Form 1295") generated by the TEC's electronic filing application in accordance with the provisions of Texas Government Code 2252.908 and the rules promulgated by the TEC. The Parties agree that, with the exception of the information identifying the City and the contract identification number,

the City is not responsible for the information contained in the Form 1295. The information contained in the Form 1295 has been provided solely by Company and the City has not verified such information. The City hereby confirms timely receipt of the Form 1295 from Company pursuant to Section 2252.908, and the City agrees to acknowledge such form with the TEC through its electronic filing application system not later than the 30th day after the receipt of such form.

9.22 No Third-Party Beneficiaries. The City and Company intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third-party beneficiary, or any individual or entity other than the City, Company or assignees of Company.

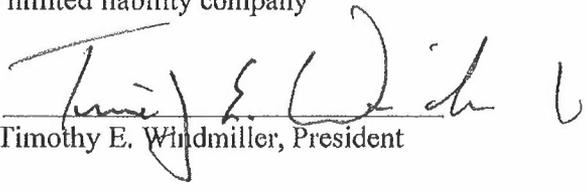
9.23 Full Execution Required. This Agreement will not be binding on any party unless fully executed by all parties.

[Signatures on Following Page]

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective as of the last date below, which is the _____ day of _____, 2025.

WINDMILLER PROPERTIES, LLC
a Texas limited liability company

By: 
Timothy E. Windmiller, President

Date: _____

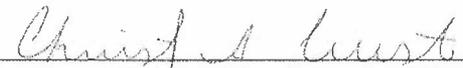
STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

Before me on this day personally appeared Timothy E. Windmiller, the President of Windmiller Properties, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 25th day of Sept, 2025.

SEAL




Notary Public in and for the State of Texas

My Commission Expires:
10/9/2027

CITY OF BURLESON, TEXAS


Tommy Ludwig, City Manager

Date: 11.03.2025

ATTEST.

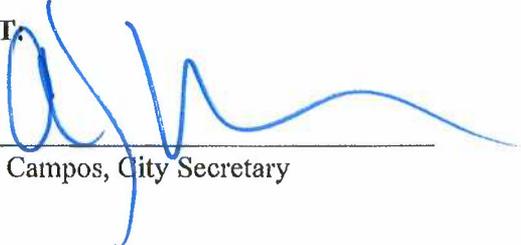

Amanda Campos, City Secretary

EXHIBIT A

The Property

EXHIBIT B
Conceptual Design

