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CITY OF ROCKWALL, TEXAS,
ROCKWALL ECONOMIC DEVELOPMENT CORPORATION,

AND
IKEA PROPERTY, INC.

CHAPTER 380 ECONOMIC DEVELOPMENT AND PERFORMANCE AGREEMENT

This CHAPTER 380 ECONOMIC DEVELOPMENT AND PERFORMANCE AGREEMENT ("***Agreement***") is entered into by and between the **City of Rockwall, Texas**, a Texas home-rule municipality (the "***City***"), **Rockwall Economic Development Corporation**, a Texas Type A development corporation (the "***REDC***"), and **IKEA Property, Inc.**, a Delaware corporation ("***IKEA***") (the City, IKEA, and the REDC, if and when this Agreement becomes effective as to the REDC as provided by Article 1 below, are each referred to herein sometimes individually as a "***Party***" and collectively as the "***Parties***").

RECITALS

(a) IKEA is the prospective owner of approximately 66.025 acres located within the City of Rockwall (the "***Property***"), and said Property is depicted on the attached **Exhibit A**.

(b) IKEA intends to build an IKEA branded home furnishing store with a minimum of 108,000 square feet on the Property (the "***IKEA Store***"), as generally shown by the current concept plan therefor attached hereto as **Exhibit D**.

(c) IKEA has executed the certification attached hereto as **Exhibit B**, the terms of which are incorporated herein.

(d) The City possesses the legal and statutory authority under Chapter 380 of the Texas Local Government Code to create programs to promote local economic development and to stimulate business and commercial activity within the City.

(e) The City has determined that the City's economic development program and incentives set forth in this Agreement will serve the public purpose of promoting local economic development and stimulating business and commercial activity including creation and retention of jobs within the City.

(f) Section 380.001, Texas Local Government Code, authorizes the City Council of the City to establish and provide for the administration of one or more programs to stimulate business and commercial activity in the City including, but not limited to, programs for making loans and grants of public money to promote local economic development, (ii) accepting contributions, gifts, and other resources to develop and administer a program.

(g) The City has concluded and hereby finds that the specific initiatives set forth in the Agreement promote economic development in the City, and, as such, meet the requisites under

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Chapter 380 of the Texas Local Government Code, and further, that this Agreement is in the best interests of the City.

(h) The REDC is a non-profit Type A corporation created pursuant to Chapters 501, 502 and 504 of the Texas Local Government Code and authorized by the City to provide grants of money, land, and other things of value for the promotion and development of new and expanded business enterprises.

(i) The board of directors of the REDC has concluded that the payment of the REDC grant payments set forth in Article 6 of this Agreement (collectively, the "***REDC Grants***" and each individually an "***REDC Grant***") to IKEA as and when provided by this Agreement are required or suitable for infrastructure, limited to streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements, and telecommunications and Internet improvements necessary to promote or develop new or expanded business enterprises, in accordance with Section 501.103 of the Local Government Code; and

(j) The total incentives by the City outlined in this Agreement shall not exceed EIGHT MILLION, FIVE HUNDRED TWO THOUSAND, EIGHT HUNDRED NINETY-FIVE DOLLARS ($8,502,895) (the "***City Maximum Grants Total***"). The total payments made by the REDC pursuant to this Agreement shall not exceed THREE MILLION DOLLARS ($3,000,000) (the "***REDC Maximum Grants Total***"), for a total incentive package of ELEVEN MILLION, FIVE HUNDRED TWO THOUSAND, EIGHT HUNDRED NINETY-FIVE DOLLARS ($11,502,895).

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, the REDC and IKEA agree as follows:

ARTICLE 1.
TERM

This Agreement shall be effective as of the City and IKEA on the date executed by both IKEA and the City (the "***Effective Date***") and unless terminated earlier pursuant to Article 5 shall terminate on the date both the Sales Tax Grant Period and the Property Tax Grant Period have ended.

This Agreement shall become effective as to the REDC on the date the REDC executes this Agreement, as set forth on the signature page hereto. Failure of the REDC to execute this Agreement shall not negate the effectiveness of this Agreement as between the City and IKEA, the City and IKEA agreeing that in such event this Agreement shall be enforced as if the reference to the REDC and the provisions concerning the REDC have been deleted.

ARTICLE 2.
CITY ECONOMIC DEVELOPMENT GRANT PERFORMANCE CONDITIONS

The City acknowledges and agrees that IKEA is not obligated to construct the IKEA Store. However, IKEA also acknowledges and agrees that it will only be eligible to receive the Sales Tax Grant payments and Property Tax Grant payments set forth in Article 3, if IKEA has constructed

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the IKEA Store and opened the IKEA Store for business to the public on or before that date thirty-six (36) months from the Effective Date (the "***Store Opening***"), the City and IKEA acknowledging that the public purposes of this Agreement shall be fully satisfied upon the Store Opening.

ARTICLE 3.
CITY ECONOMIC DEVELOPMENT GRANTS

(a) Property Tax Grants. In the manner described below, the City shall provide annual property tax grant payments to IKEA in amounts equal to forty percent (40%) of the City's Maintenance and Operation portion of the ad valorem taxes paid for up to 15 years on any lots identified on a recorded subdivision plat approved by the City, located on the Property, and including no residential uses ("Commercial Lots"), improvements to Commercial Lots and business personal property located on Commercial Lots ("***Property Tax Grants***"). The first annual Property Tax Grant payment shall be made on or before the June 1 following the first full calendar year after the certificate of occupancy is issued for the IKEA Store and shall be made annually thereafter on or before each June 1st, ceasing on the earlier of i) the date 15 annual Property Tax Grant payments have been made to IKEA, or ii) the date the City Maximum Grants Total has been paid to IKEA. (the "***Property Tax Grant Period***"). Each Property Tax Grant payment shall be calculated based on the City ad valorem taxes paid for the tax year ending the prior December 31st. The Property Tax Grants shall only be made to the extent IKEA is not delinquent on the payment of its ad valorem taxes on any portion of the Property retained by IKEA. In the event IKEA is disputing an annual ad valorem tax assessment in accordance with state law, IKEA shall not be deemed delinquent; however, the City shall not pay the Property Tax Grant until the dispute is resolved.

(b) Sales Tax Grants. In the manner described below, the City shall provide quarterly grants to IKEA in amounts equal to forty percent (40%) of the sales tax collected from businesses operating at the Property ("***Sales Tax Grants***") for a period of fifteen (15) years or until the City Maximum Grants Total has been paid to IKEA (the "**Sales Tax Grant Period**"). Each payment shall equal forty percent (40%) of the one percent (1%) City sales tax collected that is attributed to business operations on the Property.

Prior to a quarter that four or more businesses are operating on the Property, Sales Tax Grant payments shall be calculated on information provided by IKEA. For each such quarter IKEA shall submit the following documentation:

a) A copy of all Texas sales tax returns and supporting work papers, including amended reports, filed by IKEA or any affiliate, parent or subsidiary of IKEA for that Quarter showing sales tax from the IKEA Store remitted to the State of Texas.

b) Information concerning any sales tax revenue adjustments resulting from refunds filed or received by IKEA, or any affiliate, parent, or subsidiary of IKEA of sales or use taxes from the IKEA Store remitted to the State of Texas.

c) Information concerning any sales tax revenue adjustments concerning sales and uses taxes from the IKEA Store made pursuant to sales/use tax audit(s) of IKEA or

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any affiliate, parent, or subsidiary of IKEA by the Texas Comptroller's office regarding sales tax generated at the Property.

The first payment shall be made by the City after the calculation of the sales taxes paid for the first full quarter of sales. Quarterly payments shall be adjusted as necessary to account for variances reflected in any subsequent amended returns. All sales tax information provided by IKEA shall be kept confidential to the extent permitted by law.

Beginning with any quarter four or more businesses are located on the Property, the City shall thereafter request of the Comptroller aggregate information related to the sales tax paid to the City from the businesses located on the Property pursuant to Section 322.2022 of the Texas Tax Code, and Sales Tax Grant payments shall thereafter be calculated on the aggregate totals.

(c) The City acknowledges that IKEA will not retain title to the entire Property. The City's obligation to makes Sales Tax Grant payments and Property Tax Grant payments pursuant to this Article is not conditioned on IKEA retaining title to the Property.

(d) Notwithstanding any language herein to the contrary, if the REDC fails to approve and execute this Agreement on or before January 16, 2025, the City Maximum Grants Total shall be increased to ELEVEN MILLION FIVE HUNDRED AND TWO THOUSAND AND EIGHT HUNDRED NINETY-FIVE DOLLARS ($11,502,895).

ARTICLE 4.
ADDITIONAL CITY COMMITMENTS

(a) Permits. The City will expedite its review and issue of comments to IKEA's Building Permit plans within thirty (30) calendar days (and each subsequent round) to progress toward issuance of a building permit. Should the City not provide comments within thirty (30) days, the City will provide IKEA with an update as to when comments will be provided.

(b) Fees. All City fees charged or assessed by the City related to the development of the Property during the term of this Agreement, including impact fees, shall be charged, or assessed, according to fee schedules in effect on August 16, 2024, the date IKEA filed its zoning application with the City. Any increase to fees, including impact fees, will not be applied to the development of the Property.

ARTICLE 5.
REDC REIMBURSEMENTS PERFORMANCE CONDITIONS

The REDC acknowledges and agrees that IKEA is not obligated to construct the Justin Road Widening (hereinafter defined), the Deceleration Lanes (hereinafter defined), or the IKEA Store. However, IKEA also acknowledges and agrees that the performance conditions as set forth below for each REDC Grant payment (collectively, the "***REDC Performance Conditions***") are conditions precedent to the REDC's obligation to make the respective REDC Grant payment to IKEA pursuant to Article 6 below:

(a) Performance Conditions for Justin Road Payment. IKEA will be eligible to receive the Justin Road Payment as set forth in paragraph (a) of Article 6 if it has (i) completed the

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construction required to widen Justin Road in accordance with the plans therefor approved by the City (the "***Justin Road Widening***") prior to the Store Opening, such completion occurring when the Justin Road Widening is accepted by the City, (ii) achieved Store Opening, and (ii) submitted to REDC an REDC Payment Request for the Justin Road Payment as set forth in paragraph (c) of this Article 5. IKEA's receipt of the Justin Road Payment is subject to IKEA's obligation to repay the entire amount thereof pursuant to paragraph (c) of Article 6 below, if applicable.

(b) Performance Conditions for Deceleration Lanes Payment. IKEA will be eligible to receive the reimbursement set forth in paragraph (b) of Article 6 if:

i) IKEA has completed the construction of the I-30 deceleration lanes for the IKEA Store according to plans therefor approved by the City and the Texas Department of Transportation (collectively, the "***Deceleration Lanes***") prior to the Store Opening, such completion occurring when the Deceleration Lanes are accepted by the Texas Department of Transportation and the Deceleration Lanes are open to traffic;

ii) all the conditions set forth in paragraph (c) of this Article 5 have been fully satisfied; and

iii) IKEA has submitted a REDC Payment Request for the Deceleration Lane Payment pursuant to paragraph (d) of this Article 5.

(c) Performance Conditions for all REDC Grant Payments. It shall be a condition precedent to IKEA's right to receive REDC Grant payments that the Store Opening has occurred on or before the date that is 36 months from the Effective Date of this Agreement, and as of the Store Opening IKEA has incurred actual, out-of-pocket expenditures equal to or greater than the minimum amount of capital investment in hard and soft costs for construction at the Property set forth in the following schedule below, and as of the Store Opening the minimum number of employees set forth in the following schedule are employed by IKEA at the Property:

Minimum Investment	Minimum Employees (part time and full time)
$20,000,000	90

Notwithstanding the foregoing, REDC agrees to pay the Justin Road Payment to IKEA in the manner provided by paragraph (a) of Article 6 below upon the satisfaction of all the REDC Performance Conditions contained in paragraph (a) of this Article 5, notwithstanding that the conditions contained in this paragraph (c) may not then have been satisfied, subject, however, to IKEA's obligation to repay the entire amount thereof pursuant to paragraph (c) of Article 6 below, if applicable, if all the REDC Performance Conditions (including the conditions contained in this paragraph (c)) are not satisfied on or before the Outside REDC Performance Date (defined below).

(d) Written Re uest for Pa ment. No REDC Grant payment to IKEA by the REDC shall be made until the REDC has received from IKEA a written request for payment of the applicable portion of the REDC Grant payments (each such written request for payment and all the supporting

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documentation thereof required by this paragraph being, collectively, an "***REDC Payment Request***"). IKEA shall submit only one REDC Payment Request for each REDC Grant Payment (i.e., one payment request for the Justin Road Payment and one payment request for the Deceleration Lanes Payment). The REDC Payment Request for the Justin Road Payment shall include true and correct copies of paid receipts or paid invoices, reasonably acceptable to the REDC, evidencing IKEA's payment of the Justin Road Construction Costs (defined below). The REDC Payment Request for the Deceleration Lanes Payment shall include true and correct copies of paid receipts or paid invoices, reasonably acceptable to the REDC, evidencing the following amounts and IKEA's payment thereof: (i) the minimum amount of capital investment required by paragraph (c) above, (ii) the Deceleration Lanes Construction Costs (defined below); and (iii) a fully completed and executed Employee Certification in the form attached hereto as **Exhibit C** and made a part hereof, to confirm and substantiate the satisfaction of the employment requirement in paragraph (c) above. The REDC Payment Request for the Justin Road Widening costs shall be submitted at the same time or prior to the REDC Payment Request for the Deceleration Lanes Payment.

ARTICLE 6.
REDC OBLIGATIONS

(a) Within thirty (30) days after the date on which the performance conditions set forth in Article 5(a) are satisfied, the REDC shall pay to IKEA an REDC Grant to reimburse IKEA for costs incurred by IKEA associated with the Justin Road Widening, the amount of such grant to be equal to the amount of actual, out-of-pocket costs and expenses incurred by IKEA in connection with the design, permitting, construction, and completion of the Justin Road Widening (the "***Justin Road Construction Costs***"), up to the REDC Maximum Grants Total (the "***Justin Road Payment***").

(b) Within thirty (30) days after the date on which the performance conditions set forth in Article 5(b) and Article 5(c) are satisfied, the REDC shall pay to IKEA an REDC Grant to reimburse IKEA the amount of actual, out-of-pocket costs and expenses incurred by IKEA in connection with the design, permitting, construction, and completion of the Deceleration Lanes (the "***Deceleration Lanes Construction Costs***"), up to a maximum amount equal to the difference of the REDC Maximum Grants Total less the amount of the Justin Road Payment (the "***Deceleration Lanes Payment***").

(c) Notwithstanding anything to the contrary contained in this Article 6 or any other provision of this Agreement, if all the REDC Performance Conditions set forth in Article 5(a), (b) and (c) have not been satisfied on or before the date that is thirty-nine (39) months after the Effective Date (the "***Outside REDC Performance Date***"), then i) all obligations of the REDC contained in this Agreement (including but not limited to the REDC's obligations to pay any unpaid portion of the REDC Grants) shall terminate automatically and thereafter be of no further force or effect, and ii) the entire amount of the Justin Road Payment shall be repaid by IKEA to the REDC within ninety (90) days after the Outside REDC Performance Date (and such repayment obligation shall survive the expiration or termination of this Agreement).

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ARTICLE 7.
EARLY TERMINATION, DEFAULT AND REMEDIES

(a) Early Termination. Notwithstanding any language herein to the contrary, this Agreement shall terminate:

i) Except as extended due to an event(s) of force majeure if the IKEA Store has not opened within thirty-six (36) months of the Effective Date.

ii) If IKEA, or a branch, division, or department of Company is convicted of a violation under 8 U.S.C. Section 1324a(f) for the unlawful employment of undocumented aliens in violation of the Certification attached hereto as **Exhibit B**, in which case repayment shall be made in accordance with such Certification. City and REDC may seek to recover from IKEA any legal expenses incurred by the City and/or the REDC to enforce the repayment requirement if not timely paid.

(b) City or REDC Breach. If the City or REDC fails to perform or comply with any of its duties or obligation under this Agreement (a "Breach") IKEA shall give City or REDC, as applicable, written notice of such Breach and if City or REDC, as applicable, has not cured such Breach within sixty (60) days of said written notice, then IKEA may pursue any remedy available to it at law or in equity.

ARTICLE 8.
MISCELLANEOUS PROVISIONS

The following miscellaneous provisions are a part of this Agreement:

(a) Amendments. This Agreement constitutes the entire understanding and agreement of the Parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the Party or Parties sought to be charged or bound by the alteration or amendment.

(b) Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Rockwall County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Rockwall County, Texas.

(c) Assignment. This Agreement may not be assigned by IKEA without the express written consent of the City, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, IKEA may assign this Agreement to an affiliate, parent, or subsidiary of IKEA without the City's consent but shall provide notice of such assignment promptly to the City and the REDC.

(d) Binding Obligation. This Agreement shall become a binding obligation of the Parties. Each party warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind such Party to the same.

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(e) Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.

(f) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(g) Entire Agreement. This written agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the Parties. There are no unwritten oral agreements between the Parties.

(h) Force Majeure. It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, court injunction, delays in issuing permits of approvals, the unavailability of materials, pandemic or other public health conditions, or other cause outside the control of the Party who is to perform, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such Party was delayed.

(i) Notice. All notices required to be given under this Agreement shall be given in writing and shall be effective when delivered by certified mail, return receipt requested. Any Party may change its address for notices under the Agreement by giving formal written notice to the other Parties, specifying that the purpose of the notice is to change the Party's address. For notice purposes, each Party agrees to keep the other informed at all times of its current address. The addresses of the Parties are:

If to the City:	City of Rockwall 385 S. Goliad Street Rockwall, TX 75087 Attn: City Manager
With required copy to:	Davidson, Troilo, Ream & Garza, PC 601 NW Loop 410, Suite 100 San Antonio, TX 78216 Attn: Frank J. Garza
If to the REDC:	Rockwall Economic Development Corporation 2610 Observation Trail, Ste. 104 Rockwall, TX 75032 Attn: President

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With required copy to: Walls Landry Baker & Oliver PLLC
3508 Far West Blvd., Suite 170
Austin, TX 78731
Attn: Alex Oliver

If to IKEA: IKEA Property, Inc.
400 Alan Wood Rd.
Conshohocken, PA 19428
Attn: President

With required copy to:

IKEA Property, Inc.
400 Alan Wood Rd.
Conshohocken, PA 19428
Attn: Asset Manager

and

Jackson Walker, L.L.P.
2323 Ross Avenue, Suite 600
Dallas, Texas 75201
Attn: William Dahlstrom

(j) Severability. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation that have the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

(k) Incorporation of Recitals. Any recitals in this Agreement are represented by the Parties to be accurate and constitute a part of the Agreement.

(l) Payment of Expenses. Except as otherwise expressly provided in this Agreement, (i) each of the Parties shall pay its own costs and expenses relating to this Agreement, including, but not limited to, its costs and expenses of the negotiations leading up to this Agreement, and of its performance and compliance with this Agreement, and (ii) in the event of a dispute between the Parties in connection with this Agreement, the prevailing Party in the resolution of any such dispute, whether by litigation or otherwise, shall be entitled to full recovery of all legal expenses including reasonable and necessary attorneys' fees (including a reasonable hourly fee for in-house legal counsel), costs and expenses incurred in connection therewith, including costs of court, from the non-prevailing Party to the extent allowed by law.

(m) Performance by Affiliates. Performance by an affiliate, parent or subsidiary of IKEA or a party with whom IKEA contracts shall be deemed to be performance by IKEA. IKEA shall

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provide written notice to the City designating separate affiliates of IKEA to be the recipient of the Property Tax Grant payments and Sales Tax Grant payments IKEA qualifies for pursuant to this Agreement.

(n) Certificate of Interested Parties Form 1295 ("Form 1295"). City acknowledges that it has received a Form 1295 from IKEA generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908, Texas Govt. Code and the rules promulgated by the TEC in connection with this Agreement. The City hereby agrees to acknowledge such form with the TEC through its electronic filing application within 30 days of the Effective Date hereof.

(o) REDC Obligations and Liability. The Parties hereby acknowledge and agree as follows: (i) at such time as the REDC executes this Agreement, if at all, it does so only for purposes of establishing a performance agreement between the REDC and IKEA to govern the payment of the REDC Grants by the REDC to IKEA, as required by Section 501.158 of the Texas Local Government Code, (ii) the REDC's only obligations under this Agreement are the payment of the REDC Grants to IKEA on the terms and conditions provided by this Agreement, and (iii) the maximum liability of the REDC under this Agreement shall be the total amount of the REDC Grants (i.e., $3,000,000).

(p) Exhibits. The following exhibits are attached to this Agreement and incorporated hereto for all purposes:

A. Legal Description
B. Certification
C. Employee Certification
D. Concept Plan

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IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed.

ATTEST:

APPROVED AS TO FORM:

Frank J. Garza

CITY:

CITY OF ROCKWALL TEXAS,
a Texas Home-Rule Municipality

By:
Date: 1/16/2025

REDC:
ROCKWALL ECONOMIC DEVELOPMENT CORPORATION, a Texas non-profit corporation

By:
Phil Wagner, President

Date: January 16, 2025

IKEA PROPERTY, INC.,
a Delaware corporation

DocuSigned by:
By: Doug Greenholz
Doug Greenholz, President

Date: 1/21/2025

and

DocuSigned by:
By: Kevin Gilbert
Kevin Gilbert, Vice President

Date: 1/22/2025

Exhibit A

Metes and Bounds Description of Property

PROPERTY DESCRIPTION

TRACT 1

BEING a tract of land situated in the E.M. ELLIOTT SURVEY, ABSTRACT NO. 77 and the JOHN LOCKHART SURVEY, ABSTRACT NO. 134, City of Rockwall, Rockwall County, Texas and being all of Lot 1R, Block C, Rockwall Commercial, an addition to the City of Rockwall, Rockwall County, Texas, according to the plat thereof recorded in County Clerk's File No. 20210000008470, Plat Records, Rockwall County, Texas and being all of the same tract of land as described in deed to Rockwall 549/I-30 Partners, LP{, recorded in Instrument No. 200700387631, Deed Records, Rockwall County, Texas, and being more particularly described by the metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod with red plastic cap stamped "KHA" found at the Northwest end of a right-of-way corner clip at the intersection of the South right-of-way line of Justin Road (an 85-foot right-of-way) and the West right-of-way line of Conveyors Street (a 60' right-of-way);

THENCE South 46 deg 43 min 20 sec East, along said right-of-way corner clip, a distance of 42.28 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found at the Southeast end of said right-of-way corner clip, said iron rod being the beginning of a non-tangent curve to the right having a radius of 470.00 feet, a central angle of 14 deg 49 min 09 sec, a chord bearing of South 04 deg 30 min 24 sec West, and a chord length of 121.22 feet;

THENCE departing said right-of-way corner clip and along the West right-of-way line of said Conveyors Street and along said non-tangent curve to the right, an arc distance of 121.56 feet to a point for corner from which a 5/8-inch iron rod with red plastic cap stamped "KHA" found bears North 88 deg 08 min 02 sec West, a distance of 0.28 feet, said point being the beginning of a curve to the right having a radius of 1,229.92 feet, a central angle of 00 deg 34 min 51 sec, a chord bearing of South 11 deg 37 min 31 sec West, and a chord length of 12.47 feet;

THENCE continuing along said West right-of-way line and along said curve to the right, an arc distance of 12.47 feet to a point for corner from which a 5/8-inch iron rod with red plastic cap stamped "KHA" South 72 deg 39 min 41 sec West, a distance of 0.30 feet, said point being the beginning of a curve to the left having a radius of 1,230.00 feet, a central angle of 14 deg 33 min 25 sec, a chord bearing of South 04 deg 03 min 21 sec West, and a chord length of 311.66 feet;

THENCE continuing along said West right-of-way line and along said curve to the left, an arc distance of 312.50 feet to a point for corner from which a 5/8-inch iron rod with red plastic cap found bears North 64 deg 09 min 02 sec West, a distance of 0.23 feet;

THENCE South 03 deg 13 min 23 sec East, continuing along said West right-of-way line, a distance of 562.44 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

THENCE South 86 deg 34 min 32 sec West, departing the West right-of-way line of said Conveyors Street, and along the South line of said Lot 1R, Block C, a distance of 309.03 feet to a point for corner from which a 1/2-inch iron rod found bears South 74 deg 26 min 07 sec East, a distance of 0.62 feet;

THENCE North 05 deg 29 min 52 sec West, departing the South line and along the West line of said Lot 1R, Block C, a distance of 1,036.76 feet to a point for corner from which a 1/2-inch iron rod found bears North 78 deg 37 min 38 sec East, a distance of 0.42 feet;

THENCE North 89 deg 44 min 47 sec East, departing the West line and along the North line of said Lot 1R, Block C, a distance of 175.03 feet to a point for corner from which a 1/2-inch iron rod found bears South 49 deg 13 min 08 sec East, a distance of 0.47 feet;

THENCE North 01 deg 22 min 01 sec West, continuing along said North line, a distance of 14.02 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner, said iron rod being situated in the South right-of-way line of said Justin Road;

THENCE North 88 deg 16 min 40 sec East, continuing along the North line of said Lot 1R, Block C and along the South right-of-way line of said Justin Road, a distance of 204.88 feet to the POINT OF BEGINNING.

CONTAINING 8.110 acres or 353,290 square feet of land, more or less.

Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 25th day of April, 2024, utilizing a G.P.S. bearing related to the Texas Coordinate System, North Texas Central Zone (4202), NAD 83, grid values from the GeoShack VRS network.

TRACT 2

BEING a tract of land situated in the E.M. ELLIOTT SURVEY, ABSTRACT NO. 77 and the JOHN LOCKHART SURVEY, ABSTRACT NO. 134, City of Rockwall, Rockwall County, Texas and being a portion of Lot 1, Block D of Rockwall Commercial Park an addition to the City of Rockwall, Rockwall County, Texas, according to the plat thereof recorded in Cabinet B, Slide 206, Plat Records, Rockwall County, Texas, and being all of a called 7.57 acre tract of land as described in Deed to Conveyor/I-30 Partners LP, as

recorded in Volume 7077, Page 201, Deed Records, Rockwall County, Texas, and being more particularly described by the metes and bounds as follows:

BEGINNING at a 5/8" iron rod with a pink cap stamped 'TXDOT" (Texas Department of Transportation) found for the Southwest corner of said Lot 1, Block D and being at the intersection of Northerly right-of-way line of Interstate Highway 30 (a variable width right-of-way) with the Easterly right-of-way line of Conveyors Street (a 60-foot right-of-way), same being the beginning of a non-tangent curve to the right with a radius of 397.84 feet, a central angle of 13 deg 52 min 54 sec, a chord bearing of North 10 deg 51 min 14 sec West and a chord length of 96.15 feet;

THENCE along the common line of said Lot 1, Block D and the Easterly right-of-way line of said Conveyors Street, and along said non-tangent curve to the right, an arc distance of 96.39 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I. 5714" set for corner;

THENCE North 03 deg 13 min 23 sec West, continuing along said common line, passing at a distance of 228.03 feet a 5/8" iron rod with a red plastic cap stamped "KHA" found for corner, continuing a total distance of 706.26 feet to a 5/8" iron rod with a red plastic cap stamped "KHA" found at the beginning of a curve to the right having a radius of 1,169.65 feet, a central angle of 15 deg 08 min 32 sec, and a chord bearing of North 04 deg 20 min 41 sec East, and a chord length of 308.22 feet;

THENCE continuing along said common line, the following:

Along said curve to the right, an arc distance of 309.12 feet to a point for corner from which a 5/8-inch iron rod with red plastic cap stamped "KHA" bears South 63 deg 40 min 56 sec East, a distance of 0.34 feet, said point being the beginning of a curve to the left having a radius of 530.00 feet, a central angle of 13 deg 38 min 18 sec, a chord bearing of North 05 deg 05 min 49 sec East, and a chord length of 125.86 feet;

Along said curve to the left, an arc distance of 126.16 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner;

North 01 deg 41 min 15 sec West, a distance of 9.59 feet to a 5/8" iron rod with plastic cap stamped "KHA" found for the most Southerly Northwest corner of said Lot 1, Block D same being the Southwest end of a right-of-way corner clip at the intersection of the East right-of-way line of said Conveyors Street and the South right-of-way line of Justin Road (a 85' right-of-way), recorded in 20210000008470, Plat Records, Rockwall County, Texas;

THENCE North 43 deg 25 min 51 sec East, along said right-of-way corner clip, a distance of 42.54 feet to a 5/8" iron rod with plastic cap stamped "KHA" found for the Northeast end of said right-of-way corner clip same being the most Northerly Northwest corner of said Lot 1, Block D;

THENCE North 88 deg 16 min 38 sec East, along the common line of the Southerly right-of-way line of said Justin Road and the North line of said Lot 1, Block D, a distance of 261.31 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner on the Easterly line of said 7.57 acre tract, same being the Easterly line of said Lot 1, Block D, and the Westerly line of a tract of land as described in Deed to Rockwall 549/1-30 Partners, L.P., recorded in Volume 4924, Page 273, Deed Records, Rockwall County, Texas, same being the Westerly line of Lot 1, Block B, of Rockwall Commercial, an addition to the City of Rockwall, Rockwall County, Texas, according to the plat thereof recorded in Instrument No. 20210000008470, Plat Records, Rockwall County, Texas;

THENCE South 01 deg 12 min 38 sec East, departing said common line and the North line of said Lot 1, Block D, and along said Easterly lines and said Westerly lines, a distance of 944.82 feet to a point for corner from which a 1/2-inch iron rod found bears North 31 deg 19 min 40 sec West, a distance of 0.26 feet, said point being the Easterly Southeast corner of said 7.57 acre tract and the Northeast corner of a called 1.00 acre tract of land, described in Deed to Rockwall 549/1-30 Partners, L.P., recorded in Volume 5319, Page 243, Deed Records, Rockwall County, Texas;

THENCE South 87 deg 29 min 50 sec West, departing said Easterly and Westerly lines, along a Southerly line of said 7.57 acre tract, and the Northerly line of said called 1.00-acre tract, a distance of 163.20 feet to a 1/2-inch iron rod found for the Northwest corner of said 1.00-acre tract and an ell corner of said 7.57 acre tract;

THENCE South 01 deg 17 min 14 sec East, departing said Southerly line and along an Easterly line of said 7.57 acre tract and the Westerly line of said 1.00-acre tract, a distance of 288.54 feet to a 1/2-inch iron rod with a yellow plastic cap, stamped "RPLS 5034" found for the Southwest corner of said 1.00-acre tract, the Southerly and the Southeast corner of said 7.57 acre tract, same being on the Southerly line of said Lot 1, Block D and situated in the Northerly right-of-way line of said Interstate Highway 30;

THENCE South 72 deg 46 min 08 sec West, along the Southerly line of said 7.57 acre tract, the Southerly line of said Lot 1, Block D and along the Northerly right-of-way line of said Interstate Highway 30, a distance of 136.39 feet to the POINT OF BEGINNING.

CONTAINING 8.014 acres or 349,078 square feet or of land, more or less.

Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 25th day of April, 2024, utilizing a G.P.S. bearing related to the Texas Coordinate System, North Texas Central Zone (4202), NAD 83, grid values from the GeoShack VRS network.

TRACT 3

BEING a tract of land situated in the E.M. ELLIOTT SURVEY, ABSTRACT NO. 77 and the JOHN LOCKHART SURVEY, ABSTRACT NO. 134, City of Rockwall, Rockwall County, Texas and being all of Lot 1, Block B of Rockwall Commercial, an addition to the City of Rockwall, Texas according to the plat thereof recorded in Instrument No. 20210000008470, Plat Records, Rockwall County, Texas, and a portion of Lot 1, Block D of Rockwall Commercial Park, an addition to the City of Rockwall, Texas, according to the plat thereof recorded in Cabinet B, Slide 206, Plat Records, Rockwall County, Texas, same being a portion of a called 80.79-acre tract of land, described in Deed to Rockwall 549/1-30 Partners, L.P., recorded in Volume 4924, Page 273, Deed Records, Rockwall County, Texas, and all of a called 1.00-acre tract of land, described in a Special Warranty Deed to Rockwall 549/1-30 Partners, L.P., recorded in Volume 5319, Page 243, Deed Records, Rockwall County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod with a red plastic cap stamped "KHA" found for the most Southerly Southeast corner of said Lot 1, Block B and being situated in the Northerly right-of-way line of Interstate Highway 30 (a variable width right-of-way);

THENCE along the common line of said Lot 1, Block B and said Northerly right-of-way line, the following:

South 72 deg 46 min 18 sec West, a distance of 384.46 feet to a 5/8" iron rod found for corner;

South 64 deg 14 min 27 sec West, a distance of 202.24 feet to a point for corner from which a 5/8" iron rod with a pink plastic cap stamped "TXDOT" (Texas Department of Transportation) found bears South 77 deg 02 min 27 sec West, a distance of 0.68 feet;

THENCE South 72 deg 46 min 18 sec West, continuing along said common line and the South line of said Lot 1, Block D, at a distance of 1507.74 feet passing a 5/8" iron rod with a red plastic cap stamped "KHA" found for the Southeast corner of said Lot 1, Block D, continuing along said common line, a total distance of 1,677.66 feet to a 1/2-inch iron rod with yellow plastic cap stamped "RPLS 5034" found for the Southwest corner of said 1.00-acre tract, same being the most Southerly, Southeast corner of a called 7.57 acre tract of land, described in Deed to Conveyor/I-30 Partners LP, recorded in Volume 7077, Page 201, Deed Records, Rockwall County, Texas;

THENCE North 01 deg 17 min 14 sec West, departing the Northerly right-of-way line of said Interstate Highway 30 and the Southerly line of said Lot 1, Block D, along an Easterly line of said 7.57 acre tract and the Westerly line of said 1.00-acre tract, a distance of 288.45 feet to a 1/2-inch iron rod found for the Northwest corner of said 1.00-acre tract and an ell corner of said 7.57 acre tract, same also being on a Southerly line of aforesaid Lot 1, Block D;

THENCE North 87 deg 29 min 58 sec East, along the Southerly line of said 7.57 acre tract, the Southerly line of said Lot 1, Block D, and the Northerly line of said called 1.00-acre tract, a distance of 163.20 feet to a point for corner from which a 1/2-inch iron rod found bears North 31 deg 19 min 40 sec West, a distance of 0.26 feet, said point being the Northeast corner of said 1.00-acre tract and the most Easterly, Southeast corner of said 7.57 acre tract and being situated in the West line of said Lot 1, Block B, same being on the Westerly line of aforesaid 80.79-acre tract;

THENCE North 01 deg 12 min 37 sec West, departing the Southerly line of said Lot 1, Block D, along the Easterly line of said 7.57 acre tract and the Westerly line of said 80.79-acre tract, a distance of 944.83 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner on the South right-of-way line of Justin Road (a 85' right-of-way), recorded in 20210000008470, Plat Records, Rockwall County, Texas and being Northwest corner of said Lot 1, Block B;

THENCE along the common line of the Southerly right-of-way line of said Justin Road and the North line of said Lot 1, Block B, the following:

North 88 deg 16 min 40 sec East, a distance of 50.19 feet to a 1/2" iron rod with a red plastic cap stamped "W.A.I. 5714" set for corner;

North 88 deg 25 min 20 sec East, a distance of 281.12 feet to a 1/2" iron rod with a red plastic cap stamped "W.A.I. 5714" set for corner and the beginning of a curve to the left having a radius of 1,592.50 feet, a central angle of 17 deg 40 min 38 sec, a chord bearing of North 79 deg 26 min 21 sec East, and a chord length of 489.38 feet;

Along said curve to the left, an arc distance of 491.33 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I. 5714" set for corner and the beginning of a curve to the right having a radius of 3,979.40 feet, a central angle of 18 deg 16 min 32 sec, a chord bearing of North 79 deg 44 min 18 sec East, and a chord length of 1,263.93 feet;

Along said curve to the right, an arc distance of 1,269.30 feet to a point for corner from which a 5/8" iron rod with a red plastic cap stamped "KHA" found bears North 11 deg 52 min 09 sec East, a distance of 0.84 feet;

North 88 deg 52 min 34 sec East, a distance of 49.83 feet to a 5/8" iron rod with a red plastic cap stamped "KHA" found for the most Northerly Northeast corner of said Lot 1, Block B same being the Northwest end of a right-of-way corner clip at the intersection of the South right-of-way line of said Justin Road and the west right-of-way line of F.M. Highway 3549 (a variable width right-of-way);

THENCE South 46 deg 07 min 44 sec East, along said right-of-way corner clip, a distance of 42.83 feet to a 5/8" iron rod with a red plastic cap stamped "KHA" found for the Southeast end of said corner clip same being the most Southerly Northeast corner of said Lot 1, Block B;

THENCE along the Westerly right-of-way line of said F.M. Highway 3549 and the East line of said Lot 1, Block B the following:

South 01 deg 08 min 02 sec East, a distance of 164.80 feet to a 5/8" iron rod found for corner;

South 01 deg 26 min 27 sec West, a distance of 113.61 feet to a 5/8" iron rod found for corner;

South 58 deg 12 min 56 sec West, a distance of 98.69 feet to a 5/8" iron rod with a red plastic cap stamped "KHA" found for corner;

South 01 deg 07 min 09 sec East, a distance of 441.34 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I. 5714" set for the Northernmost, Southeast corner of said Lot 1, Block B;

South 35 deg 33 min 35 sec West, a distance of 80.25 feet to the POINT OF BEGINNING.

CONTAINING 49.901 acres or 2,173,694 square feet or of land, more or less.

Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 25th day of April, 2024, utilizing a G.P.S. bearing related to the Texas Coordinate System, North Texas Central Zone (4202), NAD 83, grid values from the GeoShack VRS network.

Exhibit B

Certification

(inserted at following page)

CERTIFICATION REGARDING EMPLOYMENT OF UNDOCUMENTED ALIENS

IKEA PROPERTY, INC. ("Company") hereby certifies that Company, and any branches, divisions, or departments, 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 the event that after executing an agreement for a public subsidy from the City of Rockwall ("City") or from the Rockwall Economic Development Corporation ("REDC"), Company or any branch, division, or department of Owner, is convicted of a violation under 8 U.S.C. Section 1324a(f) (relating to federal criminal penalties and injunctions for a pattern or practice of employing unauthorized aliens), subject to any appellate rights that may lawfully be available to and exercised by Company, must, i) repay, within one hundred twenty (120) calendar days following receipt of written demand from the City, the aggregate amount of any economic development grants received by Company from the City, if any, plus simple interest at a rate of two percent (2%) per annum, and ii) i) repay, within one hundred twenty (120) calendar days following receipt of written demand from the REDC, the aggregate amount of any economic development grants received by Company from the REDC, if any, plus simple interest at a rate of two percent (2%) per annum,

For the purposes of this Certification, "Simple Interest" is defined as a rate of interest applied only to an original amount of a grant payment made to Company by the City. This rate of interest can be applied each year or prorated as to partial years but will only apply to the amount of grants received hereunder and is not applied to interest calculated. For example, if a grant payment received by Company is $10,000 and it is required to be paid back with two percent (2%) interest five years later, the total amount would be $10,000 + [5 x ($10,000 x 0.02)], which is $11,000. This repayment obligation shall not apply to convictions of any Affiliate of Company, any franchisees of Company, or any person or entity with whom Company contracts.

IKEA PROPERTY, INC.
a Delaware corporation

By: _____
Doug Greenholz, President

Date:_____

and

By:_____
Kevin Gilbert, Vice President

Exhibit C

Affidavit of Company Officer

EMPLOYEE CERTIFICATION

The undersigned, _____, first being duly sworn by a person authorized by law to administer oaths, deposes and states as follows:

I am an officer of IKEA Property, Inc., a Delaware corporation (the "**Company**"), and I am authorized by the Company to submit this Affidavit to the Rockwall Economic Development Corporation (the "**REDC**") on behalf of the Company with respect to the Chapter 380 Economic Development and Performance Agreement dated effective as of _____, 2024 (the "**Agreement**"), by and among the City of Rockwall, Texas, a Texas home-rule municipality, the Company, and the REDC.

As such, I here do certify that as of and on _____ , 20___, being the date of the Store Opening (as such term is defined in the Agreement), no less than ninety (90) individuals were employed in the operation of the IKEA Store.

Capitalized terms used but not otherwise expressly defined herein have the same meaning as set forth in the Agreement.

I hereby certify under oath that the above statements are true and correct.

_____
a ____ _____

By:_____ __
Name: _____
Title:_____ ___

Date:_____ _____

STATE OF _____ §
§
COUNTY OF _____ §

SWORN TO AND SUBSCRIBED before me, the undersigned authority, on this the _____ day of _____ 202__, by _____ __ as of _____ a _____ __ _____, on behalf of said _____

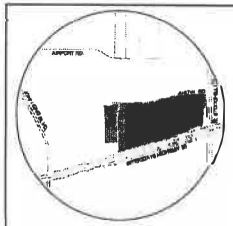
[SEAL]

Notary Public, State of _____

Exhibit D

Concept Plan Showing General Location of I-30 Deceleration Lanes

(inserted at following page)



VICINITY MAP
NOT TO SCALE

N
W E
S

0 100 200
Scale: 1" = 100'

BEFORE YOU DIG TEXAS 811

ABBREVIATION LEGEND

PP	Power Pole	IRF	Iron Rod Found
GW	Guy Wire	IRS	Iron Rod Set
MH	Manhole	CIRS	Iron Rod Set w/ cap "WAI"
WV	Water Valve	CIRF	Iron Rod Found w/ cap
TP	Telephone Pedestal	XCS	"X" Cut in Concrete Set
WM	Water Meter	XCF	"X" Cut in Concrete Found
FH	Fire Hydrant	PKS	PK Nail Set
LP	Light Pole	PKF	PK Nail Found
IV	Irrigation Valve	SS	Sanitary Sewer
CO	Clean Out	SW	Storm Sewer
AC	Air Conditioner	TF	Transformer pad
TV	Cable Box	GM	Gas Meter
SB	Signal Box	GMK	Gas Marker
SP	Signal Pole	TSN	Traffic Sign
SN	Sign	UGC	Underground Cable Marker
CM	Control Monument	EB	Electric Box
		EM	Electric Meter

NOTICES TO CONTRACTOR

EXISTING UNDERGROUND/BURIED PUBLIC, PRIVATE, AND FRANCHISE UTILITIES/FACILITIES AFFECT THIS SITE, AND ARE DEPICTED ON THE PLANS PER THE BEST AVAILABLE INFORMATION AT THE TIME THE PLANS WERE PRODUCED. WINKELMANN & ASSOC., INC. SHALL NOT BE RESPONSIBLE FOR KNOWING THE EXACT LOCATION OF ALL FACILITIES OR DEPICTING EXACT LOCATIONS OF SAID FACILITIES ON THE PLANS BEYOND WHAT IS STATED ABOVE.

CONTRACTOR(S) SHALL CALL "811" A MINIMUM OF 48 HOURS PRIOR TO BEGINNING WORK ON THE SITE, AND SHALL NOT BEGIN ANY EXCAVATION OR DEMOLITION ACTIVITIES UNTIL AFTER SAID FACILITIES HAVE BEEN MARKED AND/OR FLAGGED PER "811" OR THE FACILITY OWNERS.

CONTRACTOR(S) SHALL BE WHOLLY RESPONSIBLE FOR ANY DAMAGE THAT MAY OCCUR TO SAID FACILITIES DUE TO WORK BEING DONE WITHOUT FOLLOWING THE PROCEDURES ABOVE.

JUSTIN ROAD
(85' right-of-way)

F.M. HIGHWAY 3549
(variable width right-of-way)

DRIVE 4

LOT 4, BLOCK B
33.248 AC.
(1,448,302 S.F.)

DRIVE 3

614.18' TO FM 3549

30'

DRIVE 2

425' SPACING

30'

DRIVE 1

425' SPACING

45'

INTERSTATE HIGHWAY 30
(variable width right-of-way)

LOT 2, BLOCK C
18.664 AC.
(812,984 S.F.)

CONVEYOR STREET
(50' right-of-way)

BENCH MARKS:

BM#1 - "X" cut on the most Westerly Northwest corner of a curb inlet, West curb line of F.M. Highway 3549, ±18.0 feet East of the East property line of Tract 2 and ±5.1 feet North of the North property line of Tract 2.

ELEVATION - 605.81 feet

BM#2 - "X" cut on the most Northerly Northwest corner of a curb inlet, West curb line of F.M. Highway 3549, ±81.2 feet East of the East property line of Tract 2 and ±27.3 feet North of the South property line of Tract 2.

ELEVATION - 593.26 feet

BM#3 - "X" cut on the most Northerly Northwest corner of a curb inlet, North curb line of Interstate Highway 30 (service road), ±10.9 feet South of the South property line and ±33.8 feet Northeast of the most Southerly Southwest corner of Tract 2.

ELEVATION - 587.31 feet

No.	DATE	REVISION	APPROV.
1.			
2.			
3.			
4.			
5.			
6.			

Winkelmann & Associates, Inc.

STATE OF TEXAS
WILLIAM R. WINKELMANN
120378
LICENSED
PROFESSIONAL ENGINEER

01-28-2025
THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM R. WINKELMANN, P.E. # 120378

TXDOT DRIVEWAY SPACING PLAN

I-30 FRONTAGE RD & FM 3549
ROCKWALL, TX

TX-01