Golden Steves & Gordon LLP
ATTORNEYS AT LAW

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March 5, 2025

VIA FEDEX OVERNIGHT DELIVERY

Michael Wells
City Secretary
2000 Forest Ridge Drive
Bedford, Texas 76021

Re: The 380 Economic Development Agreement (the "**Agreement**") by and between the City of Bedford, Texas ("**Bedford**"), the City Of Euless, Texas ("**Euless**"), and H-E-B, LP ("**HEB**"); Our File Number: 062007.01303

Dear Michael:

Enclosed please find (1) original of the following document in connection with the matter referenced above:

1. Chapter 380 Economic Development Agreement

Should you have any questions or comments, please feel free to give me a call at (210) 745-3737.

Sincerely,

Ty Taylor

062007.01303
TDT/tg
Enclosures
cc: Ami Gordon (*firm*)

CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF BEDFORD, TEXAS, THE CITY OF EULESS, TEXAS, AND H-E-B, LP

This Chapter 380 Economic Development Agreement ("**Agreement**") is made by and between the City of Bedford, Texas ("**Bedford**"), the City of Euless, Texas ("**Euless**"), collectively referred to as the "**Cities**," and H-E-B, LP, a Texas limited partnership ("**HEB**"). The Cities and HEB are sometimes hereafter referred to individually as a "**party**" and collectively as the "**parties**."

RECITALS

WHEREAS, on April 15, 2015, the Cities entered into an interlocal agreement for the development of land ("**Interlocal**") to cooperate in developing land located across a common boundary between the Cities, designated in the Interlocal as the "Unified Development;" and

WHEREAS, HEB has acquired the Property (defined below) and as of the date hereof intends to construct and operate an HEB-brand grocery store at that location; and

WHEREAS, the Property is situated in both Euless and Bedford; and

WHEREAS, the Cities are authorized by Article 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code to establish programs to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the Cities have determined that establishing a program to bring an HEB-brand grocery to the area in accordance with this Agreement will further the objectives of the Cities, benefit the Cities and the Cities' inhabitants, and promote economic development and stimulate business and commercial activity in the Cities.

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions set forth below, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1
DEFINITIONS

For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

"Agreement," "Bedford," "Cities," "Euless," "HEB," "Interlocal," "parties," and "party" have the meanings described above.

"Bankruptcy or Insolvency" shall mean 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.

"Bedford Grant" shall mean the one-time payment of up to Three Hundred Thousand Dollars ($300,000.00) to HEB from Bedford toward all design and construction costs of a traffic signal on Cheek Sparger Road between Heritage Avenue and Rio Grande Boulevard.

"Effective Date" shall mean the last date this Agreement is executed by the parties.

"Euless Grant" shall mean the one-time payment of up to Three Hundred Thousand Dollars ($300,000.00) toward all costs of the relocation of a water line, currently bisecting the Property.

"Force Majeure" shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, terrorist act, or threat thereof, riot, civil commotion, insurrection, government action or inaction (unless caused by the intentionally wrongful acts or omissions of the party), fires, earthquake, tornado, hurricane, explosions, floods, strikes, slowdowns or work stoppages.

"Grants" shall collectively mean the Euless Grant and the Bedford Grant.

"Grocery Store" shall mean an HEB-branded grocery store consisting of no less than 80,000 gross square feet constructed on the Property.

"Payment Request" means a written request from HEB to Bedford or Euless for payment of the Grants as applicable, which request shall be accompanied by evidence reasonably satisfactory to the applicable City to establish that HEB is in compliance with Article 3 of this Agreement. The Payment Request must be submitted in accordance with the notice provisions of this Agreement.

"Property" shall mean an approximately 18-acre tract situated in the Cities located on Cheek-Sparger Road between Heritage Avenue and Rio Grande Boulevard, as more particularly described on **Exhibit "A"** attached hereto.

ARTICLE 2
PROGRAM AND TERM

2.1 Program. A program authorized under Chapter 380 of the Texas Local Government Code is hereby established to bring the Grocery Store to the Property. The terms of this Agreement shall implement the program.

2.2 Term. The term of this Agreement ("**Term**") will commence on the Effective Date and will continue until HEB's receipt of the entirety of the Grants, unless sooner terminated as provided herein.

ARTICLE 3

HEB OBLIGATIONS

Notwithstanding anything herein to the contrary, HEB is not obligated to construct, open or operate the Grocery Store. However, the obligation of the Cities to pay the Grants shall be conditioned upon the compliance and satisfaction by HEB of the terms and conditions of this Agreement and each of the conditions set forth in this Article 3.

3.1 Good Standing. HEB shall not have an uncured Default (defined below) of this Agreement.

3.2 Construction of the Grocery Store. HEB shall construct the Grocery Store and open the Grocery Store to the public for business on or before December 31, 2026 (the "***Opening Deadline***"). Notwithstanding the foregoing, the Cities acknowledge that HEB proposes but has no obligation to construct, open and operate the Grocery Store. However, HEB will not receive the Grants under this agreement unless the Grocery Store is constructed and opened to the public for business on or before the Opening Deadline.

ARTICLE 4
BEDFORD GRANT

If HEB opens the Grocery Store to the public for business on or before the Opening Deadline, then following submission by HEB of a Payment Request (which shall include invoices from applicable contractors demonstrating proof of work completed and proof of payment to the contractors by HEB for the design and construction of the traffic signal) to Bedford, Bedford shall pay to HEB the Bedford Grant, being a one-time grant in an amount up to Three Hundred Thousand Dollars ($300,000.00) to fully reimburse HEB for all design and construction costs attributable to the traffic signal within ten (10) business days following HEB's submission of such Payment Request.

ARTICLE 5
EULESS GRANT

If HEB opens the Grocery Store to the public for business on or before the Opening Deadline, then following submission by HEB of a Payment Request (which shall include invoices from applicable contractors demonstrating proof of work completed and proof of payment to the contractors by HEB for the relocation of the water line) to Euless, Euless shall pay to HEB the Euless Grant, being a one-time grant in an amount up to Three Hundred Thousand Dollars ($300,000.00) to fully reimburse HEB for all design and construction costs attributable to relocating the water line within ten (10) business days following HEB's submission of such Payment Request.

ARTICLE 6
TERMINATION; DEFAULT

6.1 Termination. This Agreement terminates at the end of the Term, and may be terminated upon any one or more of the following:

(a) by mutual written agreement of the parties;

(b) upon Default by HEB as set forth in paragraph 6.2; or

(c) subject to paragraph 7.9 of this Agreement, upon written Notice by either party if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal, or unenforceable in its entirety.

6.2 HEB Default. If HEB fails to comply with its obligations under this Agreement, subject to Force Majeure, such failure shall be a "***Default***" by HEB and, if not cured and corrected within ninety (90) days after written Notice thereof by the Cities to HEB, the Cities, as their sole and exclusive remedies, may terminate this Agreement. HEB shall not be liable to the Cities for any alleged special or consequential damages arising out of this Agreement, and the Cities hereby waive any rights or remedies available to them at law or in equity. Notwithstanding the above, if such Default is such a matter that cannot be cured by reasonably diligent efforts within ninety (90) days, then such occurrence shall not be a Default so long as HEB promptly initiates and diligently and continuously attempts to cure the same, even if the same is not cured within said ninety (90) day period. An even of Bankruptcy or Insolvency on the part of HEB shall constitute a Default for the purposes of this Article.

6.3 City Default. If the either City fails to timely or substantially comply with any one or more of the requirements, obligations, duties, terms, conditions or warranties of this Agreement, such failure shall be a Default by the applicable City and such City shall have ninety (90) days to cure and remove the Default upon receipt of written notice to do so from HEB. HEB agrees that such City shall only be liable to HEB for the amount of the Grants as applicable and shall not be liable to HEB for any alleged special or consequential damages.

ARTICLE 7
MISCELLANEOUS

7.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the parties hereto.

7.2 Limitation on Liability. It is understood and agreed between the parties that HEB and the Cities, in satisfying the conditions of this Agreement, have acted independently, and the Cities assume no responsibilities or liabilities to third parties in connection with these actions.

7.3 No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties.

7.4 Authorization. Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. The undersigned officers and/or agents of the parties are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties.

7.5 Notice. Any notice required or permitted to be delivered hereunder ("***Notice***") shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If intended for Bedford, to:

City of Bedford, Texas
Attn: City Manager
2000 Forest Ridge Drive
Bedford, TX 76021

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

If intended for Euless, to:

City of Euless, Texas
Attn: City Manager
201 N. Ector Dr.
Euless, Texas 76039

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

If intended for HEB, to:

H-E-B, LP
Attn: Benjamin R. Scott
646 South Flores Street
San Antonio, Texas 78204

With a copy to: Golden Steves & Gordon LLP
Attn: Ami Gordon
200 E. Basse Road, Suite 200
San Antonio, Texas 78209

7.6 Entire Agreement. This Agreement is the entire agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

7.7 Governing Law. The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and exclusive venue for any action concerning this Agreement shall be in Tarrant County, Texas.

7.8 Amendment. This Agreement may only be amended by the mutual written agreement of the parties.

7.9 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall 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.

7.10 Successors and Assigns. This Agreement may not be assigned without the prior written consent of the Cities.

7.11 Recitals. The recitals to this Agreement are incorporated herein.

7.12 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

7.13 Employment of Undocumented Workers. During the term of this Agreement, HEB agrees not to knowingly employ any undocumented workers, and if convicted of a violation under 8 U.S.C. Section 1324a (f), HEB shall repay the Grants herein and any other funds received by HEB from the Cities as of the date of such conviction of the violation within one hundred twenty (120) days after the date HEB is notified by either City of such conviction of the violation, 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 case 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 Euless and Bedford) as its prime or base commercial lending tare, accruing from the date of conviction of the violation until paid.

7.14 Consequential Damages. The parties agree that the parties will never be liable under this Agreement for special damages, consequential damages (including lost profits) or exemplary damages.

7.15 Attorneys' Fees. In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

7.16 Governmental Function. The Cities agree that this Agreement serves the public purpose of assisting in the development and diversification of the economy of the Cities and the State of Texas, eliminating unemployment or underemployment of the State, and developing and expanding commerce in the State, and is for all purposes a governmental function of the Cities for the benefit of the citizens of the Cities and the State of Texas. The Cities further agree that this Agreement is entered into for the purpose of carrying out governmental functions which are enjoined on the Cities by law and given to it by the State of Texas as part of the State's sovereignty.

7.17 Texas Government Code Verifications. HEB 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.

[signatures on following pages]

BEDFORD:

CITY OF BEDFORD, TEXAS

Dan Cogan, Mayor

Date: 2/27/25

ATTEST:

Michael Wells, City Secretary

EULESS:

CITY OF EULESS, TEXAS

Linda Martin, Mayor

Date: 2/11/2025

ATTEST:

Kim Sutter, City Secretary

HEB:

H-E-B, LP,
a Texas limited partnership

By: _____
Name: Benjamin R. Scott
Its: Group Vice President of Real Estate and Shopping Center Development

Date: 3/31/2025

STATE OF TEXAS §
§
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 3rd day of March, 2025, by Benjamin R. Scott, the Group Vice President of Real Estate and Shopping Center Development of H-E-B, LP, a Texas limited partnership, on behalf of said entity.

ADRIANA SANCHEZ
Notary ID #130807607
My Commission Expires
September 2, 2028

_____
Notary Public in and for the State of Texas

Exhibit "A"
Property Description

Glade Parks South, Block A, Lot 1

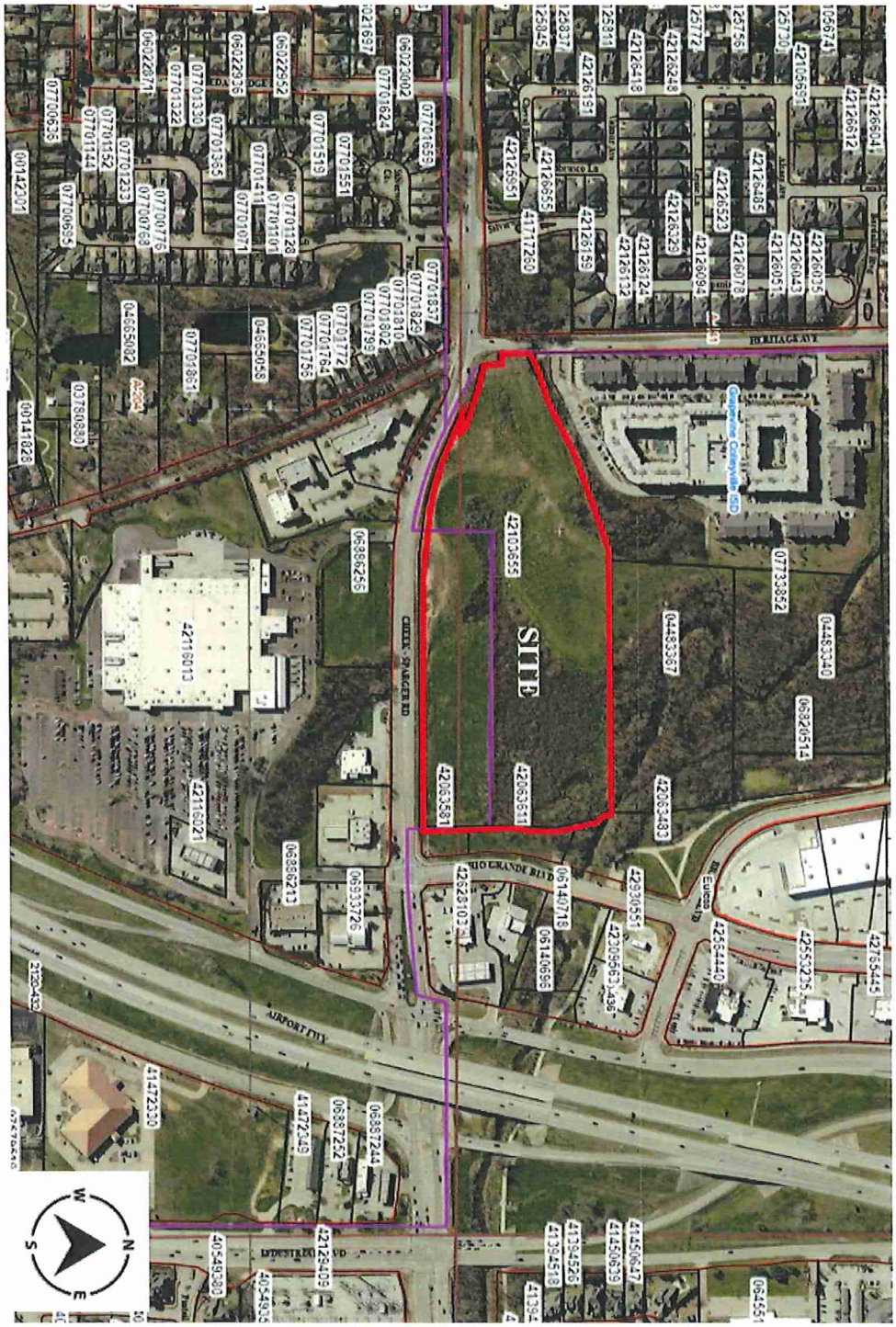


Exhibit "A"
Property Description

Glade Parks South, Block A, Lot 1

