



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		07/23/12			
Department:		Economic Development			
Department Head		Sally Bane			
Agenda Coordinator (include phone #): Linda Thomason x8301					
CAPTION					
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Economic Development Incentive Agreement by and between Tollway 121 Hotel, LP and the City of Plano, Texas; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2011-12 through 2024- 25	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	19,128,520	0	19,128,520
Encumbered/Expended Amount		0	-4,745,675	-4,076,518	-8,822,193
This Item		0	-4,000,000	0	-4,000,000
BALANCE		0	10,382,845	-4,076,518	6,306,327
FUND(S): ECONOMIC DEVELOPMENT INCENTIVE FUND					
COMMENTS: Strategic Plan Goal: Providing economic development incentives relates to the City's goal of Strong Local Economy.					
SUMMARY OF ITEM					
A request from Tollway 121 Hotel, LP to develop a full-service business class hotel with conference space, thereby generating additional local hotel/motel occupancy tax and sales tax revenues and increasing ad valorem tax values to the City. Tollway 121 Hotel agrees to occupy not less than 250,000 sq. ft. of hotel and conference space on Granite Parkway which shall include at least 285 hotel guest rooms and 30,000 sq. ft. of meeting/conference space (including pre-function space) for the Term of this Agreement.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Resolution Economic Development Incentive Agreement					

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Economic Development Incentive Agreement by and between Tollway 121 Hotel, LP and the City of Plano, Texas; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the City Council has been presented a proposed Economic Development Incentive Agreement by and between Tollway 121 Hotel, LP and the City of Plano, Texas, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

WHEREAS, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager or his authorized designee shall be authorized to execute it on behalf of the City of Plano.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:

Section I. The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, are hereby in all things approved.

Section II. The City Manager or his authorized designee is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

Section III. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this the 23rd day of July, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement (“Agreement”) is made by and between the City of Plano, Texas (the “City”), and Tollway 121 Hotel, LP, a Texas limited partnership, (“Company”), acting by and through their respective authorized officers and representatives.

WITNESSETH:

WHEREAS, Company is developing and will thereafter own a full-service business class hotel with conference space on the Real Property (the “Hotel”) and in connection therewith plans to add Forty Five Million Dollars (\$45,000,000.00) of real property improvements and Eight Million Dollars (\$8,000,000.00) of business personalty property on the Real Property; and

WHEREAS, Company agrees that the Hotel will contain at least 250,000 gross square feet of hotel and conference space which shall include at least 285 hotel guest rooms and 30,000 gross square feet of meeting/conference space (including pre-function space) for the Term of this Agreement; and

WHEREAS, the Company has advised the City that a contributing factor that would induce the Company to develop the Hotel in the City, thereby generating additional local sales tax revenues and increasing ad valorem tax values for the City, would be an agreement by the City to provide an economic development grant to the Company; and

WHEREAS, the Council finds that the occupancy of at least 250,000 gross square feet of hotel and conference center space will promote economic development, stimulate commercial activity and enhance the tax base and economic vitality of the City; and

WHEREAS, the City has adopted programs for promoting economic development; and

WHEREAS, the City is authorized by TEX. LOC. GOV'T CODE §380.001 *et seq.* to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the City has determined that making an economic development grant to the Company in accordance with the terms and conditions set forth in this Agreement will further the objectives of the City, will benefit the City and its citizens and will promote local economic development and stimulate business and commercial activity in the City.

NOW THEREFORE, in consideration of the foregoing and the premises, mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows:

Article I Definitions

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

“Company” shall mean Tollway 121 Hotel, LP, a Texas limited partnership.

“Effective Date” shall mean the last date on which all of the parties hereto have executed this Agreement.

“Event of 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, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages any of which event(s) directly and significantly impact the Company’s operations in the City. An economic downturn shall not constitute an event of force majeure.

“Grant” is defined in Section 4.01.

“Hotel” is defined in the recitals on page 1.

“Obligations of the Company” shall mean all of the obligations set forth in Article III.

“Real Property” or “Property” shall mean Lot 1R, Block “B” located on Granite Parkway in Granite Park, Plano, TX 75024 as more fully described in Exhibit “A” attached hereto.

“Term” is defined in Article II.

Article II Term

The term of this Agreement (the “Term”) shall begin on the Effective Date and continue until December 31, 2024, unless sooner terminated as provided herein.

Article III Obligations of Company

In consideration for the grant of public funds as set forth in Section 4.01 below, the Company agrees to perform the following: On or before December 31, 2014 and throughout the remainder of the Term, occupy, operate and have open to the public the Hotel on the Real

Property that is a minimum of 250,000 gross square feet of building improvements and is operated as a full-service business class hotel with conference space. There shall be a minimum of 285 hotel guest rooms and a minimum of 30,000 gross square feet of meeting/conference space (including pre-function space) on the Real Property.

Article IV Economic Development Grant

4.01 **Grant.** The City agrees to pay the Company a cash grant (the “Grant”) of up to Four Million Dollars (\$4,000,000.00) as long as Company meets the obligations set out in Article III above and complies with the certification schedule and requirements set out in 4.02 below.

4.02 **Grant Payment Requirements and Schedule.** Except as otherwise indicated, the Company shall be entitled to the Grant in accordance with the following requirements and schedule:

(a) On January 31, 2015, Company shall be eligible for an initial Grant payment of One Million Dollars (\$1,000,000.00). The payment will not be pro-rated. **In order to receive the Grant payment, Company must file the Initial Certification form attached hereto as Exhibit “B” certifying compliance with the obligations set forth in Article III not later than April 30, 2015. A failure to provide this form on or before April 30, 2015 is an event of default and, if not cured, results in a complete forfeiture of the Grant.**

On January 31, 2016, Company shall be eligible to receive a second grant payment of One Million Dollars (\$1,000,000.00) upon certifying continued compliance with the obligations set forth in Article III as required in Section 4.02(b). **A failure to provide this form on or before April 30, 2016 is an event of default and, if not cured, results in the City’s right to a full refund, including damages, as set out in 4.03 and an immediate and complete forfeiture of the remaining grant.**

On January 31, 2017, Company shall be eligible to receive a third grant payment of One Million Dollars (\$1,000,000.00) upon certifying continued compliance with the obligations set forth in Article III as required in Section 4.02(b). **A failure to provide this form on or before April 30, 2017 is an event of default and, if not cured, results in the City’s right to a full refund, including damages, as set out in 4.03 and an immediate and complete forfeiture of the remaining grant.**

On January 31, 2018, Company shall be eligible to receive a fourth grant payment of One Million Dollars (\$1,000,000.00) upon certifying continued compliance with the obligations set forth in Article III as required in Section 4.02(b). **A failure to provide this form on or before April 30, 2018 is an event of default and, if not cured, results in the City’s right to a full refund, including damages, as set out in 4.03 and an immediate and complete forfeiture of the remaining grant.**

City will make the payment within thirty (30) days of receipt of a certification unless the City reasonably objects to the certification but payment shall not be made earlier than an eligibility date as stated above. The total amount of all grants paid pursuant to this Agreement shall not exceed Four Million Dollars (\$4,000,000.00).

(b) Beginning January 31, 2016, Company must submit an annual certification on the form attached hereto as Exhibit "C" not later than January 31 of each year for the duration of this Agreement certifying compliance with all of the obligations set out in Article III above. A failure to file the annual certification by April 30 of the year it is due shall be an event of default during the remaining years of the Agreement and, if not cured, results in the City's right to a full refund, including damages, as set out in 4.03.

(c) All certifications must be executed by the Company's chief executive or financial officer.

4.03 **Refund/Default.**

(a) If the Company fails to occupy, operate and have the Hotel open as required by Article III during the term of this Agreement and the failure to occupy, operate, and have the Hotel open is not the result of an Event of Force Majeure, the City, at its sole option, may require a full or partial refund of the entire Grant paid by the City to the Company. City may use any efforts to collect such sums owed and Company agrees to pay any and all interest and expenses, including reasonable attorney fees and costs, incurred by City. This obligation shall survive termination of this Agreement.

For the purposes of determining whether the City is entitled to seek a refund under this section, the Company shall certify to the City as set out in Sections 4.02(b) above that they are in compliance with Article III on the form attached as Exhibit "C".

(b) If the Company fails to timely provide any certification as required by Section 4.02(b), the full amount of the entire Grant paid shall be refunded by Company to the City. City may use any efforts to collect such sums owed and Company agrees to pay any and all interest and expenses, including attorney fees and costs, incurred by City. This obligation shall survive termination of this Agreement.

(c) If at any time during the term of this Agreement the Company is convicted of a violation under 8 U.S.C. Section 1324a(f) regarding the unlawful employment of undocumented workers, it shall reimburse the City all Grant funds paid pursuant to this Agreement together with interest charged from the date of payment of the funds at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 33.01, but without the addition of penalty. Repayment of grant funds and interest shall be due not later than 120 days after the date the City notifies the Company of the conviction.

Article V Termination

5.01 **Events of Termination.** This Agreement terminates upon any one or more of the following:

- (a) By expiration of the Term and where no defaults have occurred; or
- (b) If a party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof by the non-defaulting party unless a longer period is provided. Any default under this provision and right to recover any claims, refunds, damages and/or expenses shall survive the termination of the Agreement.

The City Manager is authorized on behalf of the City to send notice of default and to terminate this Agreement for any default that is not cured.

5.02 **Effect of Termination/Survival of Obligations.** The rights, responsibilities and liabilities of the parties under this Agreement shall be extinguished upon the applicable effective date of termination of this Agreement, except for any obligations or default(s) that existed prior to such termination or as otherwise provided herein and those liabilities and obligations shall survive the termination of this Agreement, including the refund provision, maintenance of records, and access thereto.

Article VI Retention and Accessibility of Records

6.01 Company shall maintain the fiscal records and supporting documentation for expenditures of funds associated with this Agreement. Company shall retain such records, and any supporting documentation for the greater of: (a) Five (5) years from the end of the Agreement period; or (b) the period required by other applicable laws and regulations.

6.02 Company gives City, its designee, or any of their duly authorized representatives, access to and the right to examine relevant books, accounts, records, audit reports, reports, files, documents, written or photographic material, videotape and other papers, things, or personal and Real Property belonging to or in use by Company pertaining to the Grant (the "Records") upon receipt of ten (10) business days written notice from the City. The City's access to Company's books and records will be limited to information needed to verify that Company is and has been complying with the terms of this Agreement. Any information that is not required by law to be made public shall be kept confidential by City. In no event shall City's access to Company's Records include any access to any personal and/or medical data of any employees of Company. Company shall not be required to disclose to the City any information that by law Company is required to keep confidential. Should any good faith dispute or question arise as to the validity of the data provided, the City reserves the right to require Company to obtain an independent firm to verify the information. This certified statement by an independent firm shall be provided at the sole cost of Company. The rights to access the Records shall terminate five (5) years after

the termination or expiration of this Agreement. Failure to provide reasonable access to the Records to authorized City representatives shall give the City the right to suspend or terminate this Agreement as provided for in Section 5 above, or any portion thereof, for reason of default. All Records shall be retained by Company for a period of five (5) years after all performance requirements are achieved for audit purposes until such audits or other administrative, civil or criminal matters including, but not limited to, investigations, lawsuits, administrative inquiries and open record requests are completed. Company agrees to maintain the Records in an accessible location.

Article VII Assignment

This Agreement may not be assigned without the express written consent of the non-assigning party, except that the Company may assign this Agreement without obtaining the City's consent (a) to one of its wholly owned affiliates, or (b) to any person or entity that directly or indirectly acquires, through merger, sale of stock, purchase or otherwise, all or more than ninety (90) percent of the assets of the Company as long as the Company gives sixty (60) days prior written notice to the City and the assignee executes an agreement with the City to be bound to all the terms and conditions of this Agreement and be responsible for any default(s) that occurred prior to or after the assignment.

For any assignment not covered by (a) or (b) in the preceding paragraph, the Company must obtain the prior approval of the City through its City Manager and the assignee must agree to be bound to all the terms and conditions of this Agreement and to accept all liability for any default that occurred prior to and/or after the assignment.

Any assignment agreement must be furnished in a form acceptable to the City and be provided at least thirty (30) days prior to the effective assignment date. City agrees to notify the potential assignee of any known default, but such notification shall not excuse defaults that are not yet known to the City.

Article VIII Miscellaneous

8.01 **No Joint Venture.** It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create a partnership or joint venture among the parties. Neither party shall have any authority to act on behalf of the other party under any circumstances by virtue of this Agreement.

8.02 **Notice of Bankruptcy.** In the event Company files for bankruptcy, whether involuntarily or voluntary, Company shall provide written notice to the City within three (3) business days of such event.

8.03 **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.

8.04 **Notice.** Any notice required or permitted to be delivered hereunder 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 the City:
City of Plano, Texas
Attention: Mr. Bruce D. Glasscock
City Manager
1520 Avenue K
P.O. Box 860358
Plano, TX 75086-0358

With a copy to:
City of Plano, Texas
Attention: Ms. Diane C. Wetherbee
City Attorney
1520 Avenue K
P. O. Box 860358
Plano, TX 75086-0358

If intended for the Company:
Tollway 121 Hotel, LP
c/o Granite Properties
Attention: Mr. David R. Cunningham
5601 Granite Parkway, Suite 800
Plano, Texas 75024

With a copy to:
Munsch Hardt Kopf & Harr, P.C.
Attention: Mr. Robert H. Voelker
3800 Lincoln Plaza
500 N. Akard
Dallas, TX 75201

8.05 **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.

8.06 **Governing Law.** This Agreement shall be governed and construed in accordance with 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. Venue for any action concerning this Agreement, the transactions contemplated hereby or the liabilities or obligations imposed hereunder shall be in the State District Court of Collin County, Texas.

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

8.08 **Severability.** 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.

8.09 **Recitals.** The recitals to this Agreement are incorporated herein.

8.10 **Authorized to Bind.** The persons who execute their signatures to this Agreement represent and agree that they are authorized to sign and bind their respective parties to all of the terms and conditions contained herein.

8.11 **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.

This Agreement shall be effective upon the last date on which all parties have executed this agreement.

ATTEST:

CITY OF PLANO, TEXAS, a home-rule
municipal corporation

Diane Zucco, CITY SECRETARY

Bruce D. Glasscock, CITY MANAGER
Date: _____

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ATTEST:

TOLLWAY 121 HOTEL, LP,
a Texas limited partnership
By: Granite Properties, Inc.,
its General Partner

Name: _____
Title: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT "A"

**Legal Description of Property
LOT 1R, BLOCK "B"
GRANITE PARK PHASE III**

FIELD NOTES DESCRIPTION

BEING A TRACT OF LAND LOCATED IN THE SAMUEL H. BROWN SURVEY, ABSTRACT NO. 108 AND THE JABEZ DEGMAN SURVEY, ABSTRACT NO. 279, COLLIN COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO TOLLWAY/121 PARTNERS, LTD. AS RECORDED IN COUNTY CLERK NO. 98-0037186, OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS (D.R.C.C.T.), SAID TRACT ALSO BEING LOT 1R, BLOCK B OF GRANITE PARK PHASE III, RECORDED IN INSTRUMENT NO. 20060814010003470, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS (O.P.R.C.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD SET WITH CAP STAMPED "WIER & ASSOC INC" IN THE NORTH RIGHT-OF-WAY LINE OF GRANITE PARKWAY (A 92 FOOT RIGHT-OF-WAY), BEING THE SOUTHWEST CORNER OF LOT 4R OF SAID BLOCK "B" AND BEING THE BEGINNING OF A CIRCULAR CURVE TO THE RIGHT;

THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID GRANITE PARKWAY AS FOLLOWS:

NORTHWESTERLY, AN ARC LENGTH OF 164.19 FEET ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 404.00 FEET, A DELTA ANGLE OF 23°17'08", AND A CHORD BEARING N 76°08'36"W, 163.06 FEET TO A 1" IRON ROD SET AT THE BEGINNING OF A CURVE TO THE LEFT;

NORTHWESTERLY, 104.17 FEET ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 486.50 FEET, A DELTA ANGLE OF 12°16'07", AND A CHORD BEARING N 70°38'06"W, 103.97 FEET TO A 1" IRON ROD SET AT THE BEGINNING OF A CURVE TO THE LEFT;

NORTHWESTERLY, 197.50 FEET ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 776.00 FEET, A DELTA ANGLE OF 14°34'55", AND A CHORD BEARING N 84°03'37"W, 196.96 FEET TO A CITY OF PLANO CONCRETE MONUMENT AT THE MOST EASTERLY SOUTH CORNER OF LOT 2, BLOCK "B", GRANITE PARK AS SHOWN BY THE PLAT RECORDED IN DOCUMENT NO. 2002-0191594 OF THE PLAT RECORDS OF COLLIN COUNTY, TEXAS (P.R.C.C.T.);

THENCE ALONG THE EAST BOUNDARY LINE OF SAID LOT 2, AS FOLLOWS:

N 00°15'30"E, 42.87 FEET TO A 1/2" IRON ROD SET WITH CAP STAMPED "WIER & ASSOC INC";

N 21°45'28"W, 111.61 FEET TO A 1/2" IRON ROD SET WITH CAP STAMPED "WIER & ASSOC INC";

N 00°15'30"E, 227.84 FEET TO A CITY OF PLANO CONCRETE MONUMENT AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, SAID IRON ROD BEING IN A WESTERLY LINE OF SAID LOT 4R;

THENCE ALONG THE COMMON LINE OF SAID LOT 4R AND LOT 1R, AS FOLLOWS:

NORTHEASTERLY, AN ARC LENGTH OF 161.46 FEET ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 355.00 FEET, A DELTA ANGLE OF 26°03'31", AND A CHORD BEARING OF N 63°07'57" E, 160.07 FEET TO 1/2" IRON ROD SET WITH CAP STAMPED "WIER & ASSOC INC", THE BEGINNING OF A CURVE TO THE LEFT;

NORTHEASTERLY, AN ARC LENGTH OF 114.56 FEET ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 864.42 FEET, A DELTA ANGLE OF 7°35'35", AND A CHORD BEARING OF N 46°18'23" E, 114.47 FEET TO A 1/2" IRON ROD SET WITH CAP STAMPED "WIER & ASSOC INC";

S 47°25'16" E, 44.35 FEET TO A 1/2" IRON ROD SET WITH CAP STAMPED "WIER & ASSOC INC";

S 18°26'12" E, 138.29 FEET TO A 1/2" IRON ROD SET WITH CAP STAMPED "WIER & ASSOC INC";

S 54°01'25" E, 113.80 FEET TO A 1/2" IRON ROD SET WITH CAP STAMPED "WIER & ASSOC INC";

S 23°10'57" E, 13.31 FEET TO A 1/2" IRON ROD SET WITH CAP STAMPED "WIER & ASSOC INC", AT THE BEGINNING OF A CURVE TO THE RIGHT;

SOUTHEASTERLY, AN ARC LENGTH OF 19.58 FEET ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET, A DELTA ANGLE OF 18°42'00", AND A CHORD BEARING OF S 13°49'57" E, 19.50 FEET TO A 1/2" IRON ROD SET WITH CAP STAMPED "WIER & ASSOC INC" AT THE BEGINNING OF A CURVE TO THE LEFT;

SOUTHEASTERLY, AN ARC LENGTH OF 29.29 FEET ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 72.25 FEET, A DELTA ANGLE OF 23°13'32", AND A CHORD BEARING OF S 16°05'43" E, 29.09 FEET TO A 1/2" IRON ROD SET WITH CAP STAMPED "WIER & ASSOC INC" AT THE BEGINNING OF A CURVE TO THE LEFT;

SOUTHEASTERLY, AN ARC LENGTH OF 125.46 FEET ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 187.50 FEET, A DELTA ANGLE OF 38°20'21", AND A

CHORD BEARING OF S 46°52'39" E, 123.14 FEET TO A 1/2" IRON ROD SET WITH CAP STAMPED "WIER & ASSOC INC";

S 66°02'50" E, 83.22 FEET TO 1/2" IRON ROD SET WITH CAP STAMPED "WIER & ASSOC INC" AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

SOUTHWESTERLY, AN ARC LENGTH OF 55.68 FEET ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 525.00 FEET, A DELTA ANGLE OF 6°04'35", AND A CHORD BEARING OF S 59°17'52" W, 55.65 FEET TO A 1/2" IRON ROD SET WITH CAP STAMPED "WIER & ASSOC INC" AT THE BEGINNING OF A CURVE TO THE LEFT;

SOUTHWESTERLY, AN ARC LENGTH OF 100.62 FEET ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 80.00 FEET, A DELTA ANGLE OF 72°03'53", AND A CHORD BEARING OF S 26°18'13" W, 94.12 FEET TO A 1/2" IRON ROD SET WITH CAP STAMPED "WIER & ASSOC INC" AT THE BEGINNING OF A CURVE TO THE RIGHT;

SOUTHEASTERLY, AN ARC LENGTH OF 77.12 FEET ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 370.00 FEET, A DELTA ANGLE OF 11°56'34", AND A CHORD BEARING OF S 3°45'26" E, 76.98 FEET TO A 1/2" IRON ROD SET WITH CAP STAMPED "WIER & ASSOC INC";

S 02°12'51" W, 24.99 FEET TO THE PLACE OF BEGINNING AND CONTAINING 4.624 ACRES (201,432 SQUARE FEET) OF LAND, MORE OR LESS.

EXHIBIT "B"

INITIAL CERTIFICATE OF COMPLIANCE

Please select one of the options below before signing and returning the certification:

_____ a. I hereby certify that Tollway 121 Hotel, LP has completed construction and opened to the public at least 250,000 gross square feet of hotel and meeting/conference space which includes at least 285 hotel guest rooms and 30,000 gross square feet of meeting/conference space (including pre-function space) on the Real Property by December 31, 2014 and is in compliance with all terms of the Agreement and is entitled to receive payment in accordance with Section 4.02 (a) of that Agreement.

_____ b. I hereby certify that Tollway 121 Hotel, LP has failed to completed construction and open to the public at least 250,000 gross square feet of hotel and meeting/conference space (including pre-function space) which shall include at least 285 hotel guest rooms and 30,000 gross square feet of meeting/conference space (including pre-function space) on the Real Property by December 31, 2014, and is not in compliance with the Agreement and is not entitled to receive payment in accordance with Section 4.02 (a) of that Agreement.

ATTEST:

TOLLWAY 121 HOTEL, LP,
a Texas limited partnership
By: Granite Properties, Inc.,
its General Partner

Name: _____
Title: _____

By: _____
Name: _____
Title: _____
[NOTE: MUST BE CFO OR CEO]

Date

This Certification is due by April 30, 2015.

This Certificate of Compliance should be mailed to:

City of Plano
Finance Department
P.O. Box 860358
Plano, Texas 75086-0358

EXHIBIT "C"

ANNUAL CERTIFICATE OF COMPLIANCE

Select any of the applicable options below before signing and returning the certification:

_____ a. I hereby certify that Tollway 121 Hotel, LP has continued to have open to the public at least 250,000 gross square feet of hotel and meeting/conference space (including pre-function space) which includes at least 285 hotel guest rooms and 30,000 gross square feet of meeting/conference space (including pre-function space) on the Real Property since December 31, 2014.

_____ b. I hereby certify that Tollway 121 Hotel, LP has not continued to have open to the public at least 250,000 gross square feet of hotel and meeting/conference space (including pre-function space) which includes at least 285 hotel guest rooms and 30,000 gross square feet of meeting/conference space (including pre-function space) on the Real Property since December 31, 2014.

_____ c. I hereby certify that Tollway 121 Hotel, LP is entitled to receive an additional grant payment in accordance with Section 4.02 (b)-(d) of that Agreement for the year 20__.

_____ d. I hereby certify that Tollway 121 Hotel, LP is not entitled to receive payment in accordance with Section 4.02 (b)-(d) of that Agreement at this time.

ATTEST:

TOLLWAY 121 HOTEL, LP,
a Texas limited partnership
By: Granite Properties, Inc.,
its General Partner

Name: _____
Title: _____

By: _____
Name: _____
[NOTE: MUST BE CFO OR CEO]

Date

NOTE:

This form is due by April 30 of each year beginning on April 30, 2016, and as long as this Agreement is in effect.

This Certificate of Compliance should be mailed to:

City of Plano
Finance Department
P.O. Box 860358
Plano, Texas 75086-0358