

**AGREEMENT TO REIMBURSE FOR CERTAIN COSTS RELATED
TO PUBLIC PARKING LOT DEVELOPMENT AT SHAW'S MARKETPLACE**

THIS AGREEMENT TO REIMBURSE FOR CERTAIN COSTS RELATED TO THE DEVELOPMENT OF A PUBLIC PARKING LOT AT SHAW'S MARKETPLACE LOCATED AT 508 N. CENTER AVENUE (the "Agreement") is entered into and made effective as of this 30th day of March, 2021 (the "Effective Date"), by and between the BROWNWOOD MUNICIPAL DEVELOPMENT DISTRICT, a political subdivision of the State of Texas and the City of Brownwood (hereinafter "BMDD"); BROWN COUNTY, a political subdivision of the State of Texas (hereinafter "County"), and STEVEN MCCRANE, an individual residing in Brownwood, Brown County, Texas (hereinafter "McCrane").

Recitals

WHEREAS, McCrane desires to develop a new business called Shaw's Marketplace located at 508 N. Center Avenue;

WHEREAS, the BMDD desires to support new or expanded business enterprise in the City of Brownwood, including the development of Shaw's Marketplace;

WHEREAS, McCrane needs a new parking lot developed on the property to help support increased traffic to their new business;

WHEREAS, the BMDD and the County are seeking to develop expanded parking opportunities in the Downtown Brownwood area for the benefit of the Downtown business community;

WHEREAS, the BMDD and the County desire to reimburse McCrane for building the new parking lot in exchange for McCrane dedicating the parking lot for public parking for the benefit of the Downtown business community as set forth herein; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the Parties hereby covenant and agree as follows:

1. Within six (6) months from the execution date of this agreement, McCrane will construct or have constructed a paved concrete parking lot located at 508 N. Center Avenue as designed and outlined in "Exhibit A," (hereinafter the "Parking Lot"). The Parking Lot will meet all parking lot requirements as outlined in sections 58-32 and 98-631 through 98-635 of the City of Brownwood Code of Ordinances, as well as any state or other local construction standards.
2. Within 30 days after the completion of the Parking Lot, McCrane will submit the paid invoice for construction of the Parking Lot for reimbursement to the BMDD and the County. Both the BMDD and the County shall reimburse McCrane as follows, no later than thirty (30) days after receipt of the paid invoice:
BMDD - \$18,027.00;
County - \$18,027.00.

The BMDD's and the County's reimbursement obligations are an obligation of each entity and not joint and several, and neither entity shall be liable for payment of the other entity's obligations of payment herein. The reimbursement obligations of the BMDD and the County shall not exceed the

December 14, 2020
(Exhibit #4)

sum of \$18,027.00 regardless of the amount of money spent by McCrane on the Parking Lot. If the paid invoice for construction of the Parking Lot is less than \$36,054.00, then the reimbursement obligations stated herein shall be reduced pro rata accordingly.

3. McCrane and all other successors and assigns who have, or may have, an ownership interest in the Parking Lot agree to dedicate the Parking Lot for public parking use and shall not limit, impede or otherwise restrict the use of the Parking Lot for anything other than public parking for a minimum of twenty (20) years. This restrictive covenant is a covenant running with the land and shall bind McCrane and all subsequent owners of the Parking Lot. Signage, in a form approved by the BMDD, shall be placed on the Parking Lot designating it as public parking and such signage, or replacement signage, shall remain on the Parking Lot for a minimum of twenty (20) years.

4. In the event that the restrictive covenant is breached, McCrane, or his successors and assigns, shall pay the BMDD and County the amount paid by the BMDD and County as provided in paragraph 2. of this Agreement, and/or the BMDD and County may seek injunctive relief prohibiting the breach of restrictive covenant.

5. McCrane, and his successors and assigns, shall be responsible for maintenance and cleaning of the Parking Lot for the twenty (20) year minimum term of this Agreement, including, without limitation, resurfacing of the Parking Lot. The BMDD and the County shall have no obligations to maintain the Parking Lot.

6. McCrane, and all successor and assigns of the Parking Lot, agree to defend, indemnify and hold the City of Brownwood, the BMDD and the County, and their officers, agents, and employees, harmless against any claims, lawsuits, judgements, costs and expenses for damage to the Parking Lot, personal injury, including death, property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may result from, arise out of or be in connection with the Parking Lot.

7. McCrane certifies that it does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the term of this Agreement, McCrane is convicted of a violation under 8 U.S.C. §1324a(f), McCrane shall repay the BMDD and the County all payments paid by the BMDD and County arising out of the employment of undocumented workers and/or illegal aliens plus interest, at the rate of ten (10) percent, not later than the 120th day after the BMDD notifies McCrane of the violation.

8. The Parties intending to be legally bound have caused this Agreement to be executed by their duly authorized officers.

{SIGNATURE PAGE TO FOLLOW}

BROWNWOOD MUNICIPAL DEVELOPMENT DISTRICT

BY: [Signature]
Daniel Hutson, President

BROWN COUNTY

BY: [Signature]
Paul Lilly, County Judge

STEVEN MCCRANE

BY: [Signature]
Steven McCrane

STATE OF TEXAS §
 §
COUNTY OF BROWN §

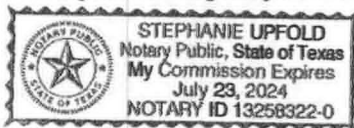
This instrument was acknowledged before me on the 31st day of March, 2021, by Daniel Hutson, in his capacity as President of the Brownwood Municipal Development District.



[Signature]
Notary Public in and for the State of Texas
Martha E Johnson
Name printed or typed
My commission expires: 5-9-21

STATE OF TEXAS §
 §
COUNTY OF BROWN §

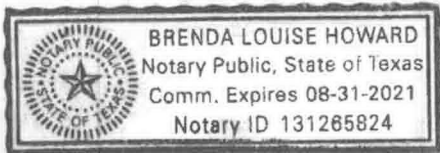
This instrument was acknowledged before me on the 1st day of April, 2021, by Paul Lilly, in his capacity as County Judge, Brown County, Texas.



[Signature]
Notary Public in and for the State of Texas
Stephanie Upfold
Name printed or typed
My commission expires: 7-23-2024

STATE OF TEXAS §
 §
COUNTY OF BROWN §

This instrument was acknowledged before me on the 31st day of March, 2021, by Steven McCrane, in his individual capacity.



[Signature]
Notary Public in and for the State of Texas
Name printed or typed
My commission expires: 8-31-2021



Way St

Booker St

Plain St

Flour Power
Brownwood

Enterprise
Rent-A-Car

Brown County Museum
of History...

377

Texas Forts Trail

S Broadway St

W Mays St

Water St

N Center Ave

N Center Ave

N Broadway St

Department of Motor
Vehicles

N Fisk Ave

N Fisk Ave

kin St

Water St

Pecan St

Crazy Lemon

S Broad



**MARTIN
EARTHWORKS**
PO Box 640
BROWNWOOD, TX
76804
325-647-5217

12/1/2020

Steven MCcrane
Owner
508 N Center AVE.
Brownwood, Tx 76801

Parking Lot 91 X 80 \$ 36,054.00

65 feet of sidewalk

65 feet of curb along street

Curbing around trees

Budget for concrete is \$ 6,500

Budget for concrete does not include demo of curb along street.

Additional Paving we discussed. \$15,155.00

ALT. # 1 Pave road \$4,500.00

ALT. # 2 Concrete pad under canopy. \$5,000.00

Sincerely,

Kurt Martin

We appreciate the opportunity to provide this proposal.

 kurt@martinearthworks.com

MARTIN EARTHWORKS, LLC
PO BOX 640
BROWNWOOD, TX 76804

JOB _____

SHEET NO. _____ OF _____

CALCULATED BY *K* DATE 11/21/00

CHECKED BY _____ DATE _____

SCALE _____

