

**RESOLUTION NO. 2009-10-100**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF LANCASTER, TEXAS AND UNITED NATURAL FOODS, INC. ESTABLISHING A GRANT IN AN AMOUNT EQUAL TO FIFTY-FIVE PERCENT (55%) OF BUSINESS PERSONAL PROPERTY TAXES PAID ON CERTAIN DESCRIBED PROPERTY FOR A MAXIMUM PERIOD OF TEN YEARS TO PROMOTE LOCAL ECONOMIC DEVELOPMENT AND STIMULATE BUSINESS AND COMMERCIAL ACTIVITY WITHIN THE CITY; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council has been presented a proposed Agreement, which is attached hereto as "Exhibit A", between the City of Lancaster, Texas and United Natural Foods, Inc., establishing a grant in an amount equal to fifty-five percent of business personal property taxes paid on business personal property associated with UNFI operations in ProLogis Building #2 in Prologis 20/35 Park for a maximum period of ten years, in order to promote local economic development and stimulate business and commercial activity within the City of Lancaster, Texas, 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 shall be authorized to execute it on behalf of the City of Lancaster;

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LANCASTER, TEXAS:**

**Section 1:** That the terms and conditions of the Agreement and exhibits, which are attached hereto and incorporated herein as Exhibit A, having been reviewed by the City Council of the City of Lancaster, Texas and found to be acceptable and in the best interests of the City of Lancaster and its citizens, are hereby in all things approved.

**Section 2:** That the City Manager is hereby authorized to execute the attached Agreement and all other documents in connection therewith on behalf of the City of Lancaster, substantially according to the terms and conditions set forth in the Agreement and this Resolution.

**Section 3.** All resolutions of the City of Lancaster heretofore adopted which are in conflict with the provisions of this resolution be, and the same are hereby repealed, and all resolutions of the City of Lancaster not in conflict with the provisions hereof shall remain in full force and effect.

**Section 4.** If any article, paragraph, subdivision, clause or provision of this resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgment or holding shall not affect the validity of this resolution as a whole or any part or provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

**Section 5.** This Resolution shall take effect immediately from and after its passage, as the law and charter in such cases provide.

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on this the 26<sup>th</sup> day of October 2009.


**APPROVED:**

  
\_\_\_\_\_  
Marcus E. Knight, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Dolle K. Shane, City Secretary

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Robert E. Hager, City Attorney

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

**Economic Development Agreement**

This Economic Development Incentive Agreement (“Agreement”) is made by and between the City of Lancaster, Texas (“City”), and United Natural Foods Inc., a Delaware corporation, (the “Company”), acting by and through their respective authorized representatives.

**WITNESSETH:**

**WHEREAS,** the Company owns or is under contract to lease certain real property and improvements located in the ProLogis 20/35 Park, in the City of Lancaster, Texas, and being more particularly described in Exhibit “A” (the “Property”); and

**WHEREAS,** the Company intends to develop the Premises, renovate one or more of the existing improvements located on the Premises and construct new improvements and related facilities and infrastructure for a general line grocery merchant wholesaler (the “Project”); and

**WHEREAS,** the Company has advised the City that a contributing factor that would induce the Company to undertake the Project would be an agreement by the City to provide an economic development grant to the Company to defray a portion of the costs of acquisition, installation and maintenance of certain Tangible Personal Property (hereinafter defined); and

**WHEREAS,** the City desires to encourage business expansions within the City that will add property tax base and generate additional sales tax and other revenue for the City; and

**WHEREAS,** the promoting the expansion of existing businesses within the City will promote economic development, stimulate commercial activity, generate additional sales tax and will enhance the Premises tax base and economic vitality of the City; and

**WHEREAS,** the City has adopted programs for promoting economic development, and this Agreement and the economic development incentives set forth herein are given and provided by the City pursuant to and in accordance with those programs; and

**WHEREAS,** the City is authorized by Article III, Section 52-a of the Texas Constitution and Texas Local Government Code Chapter 380 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 this Agreement is in accordance with the City Economic Development Program and will: (i) further the objectives of the City; (ii) benefit the City and the City’s inhabitants; and (iii) will promote local economic development and stimulate business and commercial activity in the City.

**NOW THEREFORE**, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties 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:

“Annual Grant(s)” shall mean annual economic development grants to be provided by the City in an amount equal to fifty-five percent (55%) of the ad valorem tax assessed against the Tangible Personal Property for a given tax year for a period of ten (10) consecutive tax years beginning with the first calendar year following the Commencement Date, to be paid as set forth herein.

“Casualty” shall mean the Improvements are wholly or partially destroyed by fire, tornado, hurricane, earthquake, flood or similar casualty that renders the Improvements unfit for the intended purpose.

“City” shall mean the City of Lancaster, Texas.

“Commencement Date” shall mean the date approved by City Council.

“Company” shall mean United Natural Foods Incorporated, a Connecticut based Business Corporation.

“Effective Date” shall mean the last date of execution hereof.

“Event of 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.

“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, 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.

“Expiration Date” shall mean ninth (9<sup>th</sup>) year after the payment of the first Annual Grant.

“Freeport Goods” shall have the same meaning as assigned by Section 11.251 of the Tax Code and Article VIII, Section 1-j of the Texas Constitution and located on the Premises. Freeport Goods does not include “Goods in Transit” as defined by Tax Code, Section 11.253.

“Goods in Transit” shall have the same meaning assigned by Tax Code, Section 11.253.

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

“Premises” shall mean the real property described on Exhibit “A.”

“Payment Request” shall mean a written request from Company to the City for payment of an Annual Grant.

“Project” shall mean the development of the Premises, renovation of existing improvements located on the Premises and the construction of new improvements and related facilities and infrastructure for the operation of a general line grocery merchant wholesaler.

“Required Use” shall mean Company’s continuous occupancy of the Improvements and the Company’s continuous operation of a general line grocery merchant wholesaler on the Premises.

“Tangible Personal Property” shall have the same meaning assigned by Tax Code, Section 1.04 and shall mean all tangible personal property, equipment, fixtures, and machinery, but excluding inventory and supplies, owned or leased by the Company and located on the Premises at the Project on January 1 of each applicable tax year.

“Taxable Value” shall mean means the appraised value as certified by the appraisal district, or its successor, for a given year.

## **Article II**

### **Term**

The term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and continue until the Expiration Date, unless sooner terminated as provided herein.

**Article III**  
**Economic Development Grants**

3.1 **Annual Grants.** Subject to the Company's continued satisfaction of all the terms and conditions of this Agreement, and the Company's obligation to repay the Annual Grants pursuant to Section 5.2 hereof, the City agrees to provide the Company with the Annual Grants to be paid on March 1 of each calendar year, (or the immediately following business day if March 1 is not a business day), beginning with March 1 of the first full calendar year following the Commencement Date, provided the City has timely received the ad valorem taxes assessed against the Tangible Personal Property in full for the respective tax year (i.e., the tax year immediately preceding the year in which an Annual Grant is made; and such ad valorem taxes with respect to that immediately preceding tax year are used to determine the amount of each Annual Grant). For illustration purposes only, assume that the ad valorem taxes assessed against the Tangible Personal Property for tax year 2011 is \$10,000.00 then the amount of the first Annual Grant for the Tangible Personal Property for Tax Year 2011 would be, \$5,500.00 (\$10,000.00 x 55%), and would be paid on March 1, 2012.

3.2 **Grant Limitations.** Under no circumstances shall City obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Further, City shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by the Company. None of the City's obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

3.3 **Current Revenue.** The Annual Grants made hereunder shall be paid solely from lawfully available funds that have been appropriated by the City; provided however the City agrees during the term of this Agreement to make a good faith effort to appropriate funds each year to pay the Annual Grant for the then ensuing fiscal year. Consequently, notwithstanding any other provision of this Agreement, the City shall have no obligation or liability to pay any Grants except as allowed by law. The City shall not be required to pay any Annual Grants if prohibited under federal or state legislation or a decision of a court of competent jurisdiction.

3.4 **Tax Protest.** In the event the Company timely and properly protests or contests (including any motion to correct the appraisal roll) the Taxable Value and/or the taxation of the Tangible Personal Property, or any portion thereof, with the applicable appraisal district (or its successor) the obligation of the City to provide the Annual Grant with respect to the Tangible Personal Property or portion thereof, for such tax year shall be abated until a final determination has been made of such protest or contest. In the event a Company protest and/or contest results in a final determination that changes the appraised value and/or the Taxable Value of the Tangible Personal Property or the amount of ad valorem taxes assessed and due for the Tangible Personal Property, or portion thereof, after an Annual Grant has been paid for such Tangible Personal Property for such tax year, the Annual Grant for such tax year shall be adjusted (increased or decreased as the case may be) accordingly on the date of payment of the next Annual Grant payment date, or within thirty (30) business days after such determination in the event no further Annual Grant payments are due under the Agreement.

3.5 **Refunds.** In the event the City determines in its sole discretion that the amount of an Annual Grant paid by the City to the Company was incorrect, the Company shall, within thirty (30) days after receipt of written notification thereof from the City specifying the amount by which such Annual Grant exceeded the correct amount to which the Company was entitled (together with such records, reports and other information necessary to support such determination), pay such amount to the City. If the City determines that the amount by which such Annual Grant was less than the correct amount to which the Company was entitled (together with such records, reports and other information necessary to support such determination), the City shall, within thirty (30) days, pay the adjustment to the Company. If the Company disputes the City's determination, the parties shall seek to amicably resolve the matter, subject to either party's right to pursue any available rights or remedies in connection therewith.

#### **Article IV Conditions to the Economic Development Grant**

The obligation of the City to provide the Grants shall be conditioned upon the Company's continued compliance with and satisfaction of each of the terms and conditions of this Agreement and each of the conditions set forth below:

4.1 During the term of this Agreement following the Commencement Date and continuing thereafter until the Expiration Date, or earlier termination, the Company agrees to continuously lease and occupy the Improvements and shall not allow the operation of the Improvements in conformance with the Required Use to cease for more than thirty (30) days except in connection with, and to the extent of a Casualty, an Event of a Force Majeure.

4.2 The Company shall finish out the Improvements on the Premises.

4.3 The Company shall not have an uncured breach or default of this Agreement.

4.4 The Company shall comply with all the terms and conditions of the Incentive Agreement by and between the Lancaster Economic Development Corporation and the Company executed on or about December 15, 2009.

#### **Article V Termination**

5.1 This Agreement terminates on the Expiration Date, and may prior to the Expiration Date, be terminated upon any one or more of the following:

- (a) by mutual written agreement of the parties;
- (b) by either party, if the other 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;
- (c) by City, if any Impositions owed to the City or the State of Texas by Company shall have become delinquent (provided, however, Company

retains the right to timely and properly protest and contest any such taxes or Impositions);

- (d) by City, if Company suffers an Event of Bankruptcy or Insolvency;
- (e) 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; or
- (f) by City, if Company fails to comply with the terms and conditions of its grant with the Lancaster Economic Development Corporation.

5.2 In the event the Agreement is terminated by the City pursuant to Section 5.1(b), (c), or (d) the Company shall immediately refund to the City an amount equal to the annual Grant(s) paid by the City to the Company immediately preceding the date of such termination, plus interest at the rate of interest periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by City) as its prime or base commercial lending rate, from the Effective Date until paid. The repayment obligation of Company set forth in this section 5.2 hereof shall survive termination.

5.3 In the event the Agreement is terminated by the City pursuant to Section 5.1(e), the Company shall, only if such legislation or court decision requires, immediately refund to the City an amount equal to the annual Grant(s) paid by the City to the Company immediately preceding the date of such termination. The repayment obligation of Company set forth in this section 5.3 hereof shall survive termination.

## **Article VI Miscellaneous**

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

6.2 **Limitation on Liability.** It is understood and agreed between the parties that the Company and City, in satisfying the conditions of this Agreement, have acted independently, and the City assumes no responsibilities or liabilities to third parties in connection with these actions.

6.3 **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.

6.4 **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 hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

6.5 **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 City, to:

City of Lancaster  
Attn: Rickey Childers  
City Manager  
P. O. Box 940  
211 North Henry Street  
Lancaster, Texas 75146-0946

With a copy to:

Robert E. Hager  
Nichols, Jackson, Dillard,  
Hager & Smith, L.L.P  
1800 Lincoln Plaza  
500 North Akard  
Dallas, Texas 75201

If intended for Company:

United Natural Foods, Inc.  
Attn: Thomas A. Dziki  
313 Iron Horse Way  
Providence, RI 02908

6.6 **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, except as provided in any Exhibits attached hereto.

6.7 **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 the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

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

6.9 **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.

6.10 **Exhibits.** All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

6.11 **Successors and Assigns.** This Agreement may not be assigned without the City's prior written consent, except to a Company Affiliate. Neither the Company nor its legal representatives or successors in interest shall, by operation of law or otherwise, assign, mortgage, pledge, encumber or otherwise transfer this Agreement or any part hereof, or the interest of the Company under this Agreement in either case except to a Company Affiliate, without obtaining the City's prior written consent, which may be given or withheld in the City's sole discretion. Any attempted assignment by the Company, except to a Company Affiliate, in violation of the terms and provisions of this Agreement shall be void and shall constitute a material breach of this Agreement.

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

6.13 **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.

6.14 **Survival of Covenants.** Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

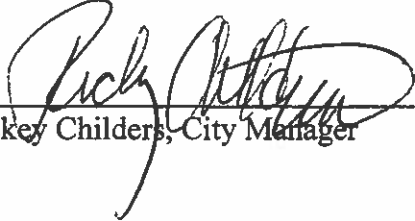
6.15 **Conditions Precedent.** This Agreement is subject to and conditioned upon the following conditions which are conditions precedent to the obligations of the parties: (i) Company shall diligently and faithfully, in a good and workmanlike manner, make finish out improvements to the Premises in accordance with all applicable state and local laws and regulations or a valid waiver thereof; (ii) Company shall execute a minimum ten (10) year lease agreement; and (iii) Company shall obtain a Certificate of Occupancy for the Premises.

6.16 **Employment of Undocumented Workers.** During the term of this Agreement, the Owner agrees not to knowingly employ any undocumented workers, and if convicted of a violation under 8 U.S.C. Section 1324a (f), the Owner shall repay the taxes abated herein and any other funds received by the Owner from the City as of the date of such violation within 120 business days after the date the Owner is notified by the City of such violation, plus interest at the rate of 6% compounded annually from the date of violation until paid. The Owner is not liable for a violation of this Section by a subsidiary, affiliate, or franchisees of the Owner or by a person with whom the Owner contracts.

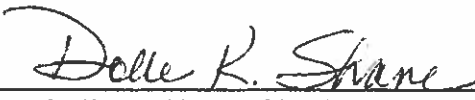
**Signature page to follow**

EXECUTED on this 14<sup>th</sup> day of December, 2009.

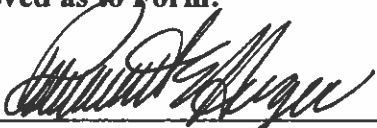
**CITY OF LANCASTER, TEXAS**

By:   
Rickey Childers, City Manager

**Attest:**

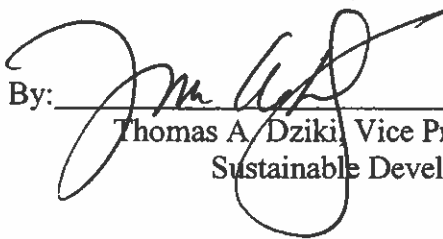
By:   
Dolle K. Shane, City Secretary

**Approved as to Form:**

By:   
Robert E. Hager, City Attorney

EXECUTED on this 22 day of December, 2009.

**UNITED NATURAL FOODS, INC.**

By:   
Thomas A. Dziki, Vice President  
Sustainable Development

## EXHIBIT "A"

### LEGAL DESCRIPTION

Block 1 Lot 2 Acs 31.83

Being a tract of land situated in the N.P. Pierce Survey Abstract Number 1132, City of Lancaster, Dallas County, Texas and being a portion of that certain 144.651 acres of land conveyed to Lancaster 260 Partnership by Instrument of record In Volume 84074, Page 3388, Dallas County Deed Records, and being more particularly described as follows: Beginning at a 5/8" iron rod set in the easterly right-of-way line of Houston School Road (100' R.O.W.), same being the most westerly southwest corner of said Lancaster 260 Partnership tract, same also being in the northerly line of that certain 17.50 acre tract of land conveyed to James Belton Hall, et al, by Instrument of record in Volume 88010, Page 1250, Dallas County Deed Records;

THENCE, North 00° 03' 57" East, leaving the northerly line of said 17.50 acre tract and along said easterly right-of-way line, a distance of 1197.97 feet to a 5/8" iron rod set for corner;

THENCE, North 00° 06' 01" West, continuing along said easterly right-of-way line, a distance of 41.15 feet to a 5/8" iron rod set for corner, same being in the southerly line of a tract of land conveyed to Lancaster, Ltd., by instrument of record in Volume 2001247, Page 4872, Dallas County Deed Records;

THENCE, North 75° 06' 56" East, leaving the easterly right-of-way line of said Houston School Road and along the common line of said Lancaster, Ltd. tract and said 144.651 acre tract, a distance of 310.57 feet to a 5/8" iron rod set for corner, same being the northwesterly corner of a tract of land leased to Nextel of Texas, Inc., by Memorandum of Agreement recorded in Volume 2001011, Page 3476, Dallas County Deed Records;

THENCE, South 14° 53' 04" East, leaving the common line of said 39.7920 acre tract and 144.651 acre tract and along the westerly line of said Lease tract, a distance of 100.00 feet to a 5/8" iron rod set for corner, same being the southwest corner of said Lease tract;

THENCE, North 75° 06' 56" East, leaving the westerly line and along the southerly line of said Lease tract, a distance of 100.00 feet to a 5/8" iron rod set for corner, same being the southeast corner of said Lease tract;

THENCE, North 14° 53' 04" West, leaving the southerly line and along the easterly line of said Lease tract, a distance of 100.00 feet to a 5/8" iron rod set for corner, same being the northeasterly corner of said Lease tract, same being in the common line of aforementioned 144.651 acre tract and said Lancaster, Ltd. tract;

THENCE, North 75° 06' 56" East, leaving the easterly line of said Lease tract and along said common line of said Lancaster, Ltd. tract and said 144.651 acre tract, a distance 2735.65 feet to a 3/4" iron rod found for corner, same being the north easterly corner of said 144.651 acre tract and also being in the westerly line of Cedardale Highlands Addition, an addition to the City of Lancaster according to the plat thereof recorded in Volume 12, Page 327, Dallas County Map Records;

THENCE, South 29° 52' 32" East, leaving the common line of said Lancaster, Ltd. tract and said 144.651 acre tract and along the westerly line of said Cedardale Highlands Addition and the easterly line of said 144.651 acre tract, a distance of 1402.87 feet to a 5/8" iron rod set for corner, same being the northeasterly corner of that certain 44.36 acre tract of land conveyed to Robert David DeRosier, Trustee, by instrument of record in volume 83193, Page 4312, Dallas County Deed Records;

THENCE, South 74° 53' 38" West, leaving the westerly line of said Cedardale Highlands Addition and along the common line of said 44.36 acre tract and said 144.651 acre tract, a distance of 1448.98 feet to a 3/4" iron rod found for an interior ell corner of said 144.651 acre tract, same being the northwesterly corner of said 44.36 acre tract;

THENCE, South 29° 49' 20" East, continuing along said common line, a distance of 1559.93 feet to a 1/2" capped iron rod found for corner in the northerly line of Cedardale Drive (40' R.O.W.);

THENCE, South 60° 09' 38" West, leaving the common line of said 144.651 acre tract and 44.36 acre tract and along said northerly right-of-way line, a distance of 1061.32 feet to a 1" iron pipe found for corner in the easterly line of a called 49.741 acre tract of land conveyed to Oscar Victor Eastep, trustee by deed recorded in Volume 88023, Page 4372, Dallas County Deed Records;

THENCE, North 14° 41' 22" West, departing said northerly line and along the common line of said 49.741 acre tract and said 144.651 acre tract, a distance of 1021.37 feet to a 5/8" iron rod set for corner in the easterly line of a called 17.50 acre tract of land conveyed to Leila Edith Penn by deed recorded in Volume 88010, Page 1250, Dallas County Deed Records;

THENCE, North 24° 36' 25" West, along said Leila Edith Penn tract, a distance of 499.42 feet to 1/2" iron pipe found for an interior ell corner of said 144.651 acre tract, same being the northeasterly corner of aforementioned 17.50 acre, James Belton Hall, et al tract;

THENCE, South 89° 32' 29" West, leaving the easterly line and along the northerly line of said James Belton Hall tract, a distance of 1730.10 feet to the POINT OF BEGINNING and containing 6,267,318 square feet or 143.879 acres of land.

**PROLOGIS PARK 20/35  
BUILDING 2**

LANCASTER, TEXAS

**BUILDING 2 SITE PLAN**

**SITE PLAN DATA**

SITE AREA	1,374,838 S.F. / 31.88 AC.
BUILDING AREA	588,870 S.F.
LEASE AREA	40,860 S.F.
OFFICE WAREHOUSE	342,060 S.F.
TOTAL LEASE AREA	353,810 S.F.
EXPANSION AREA	110,024 S.F.

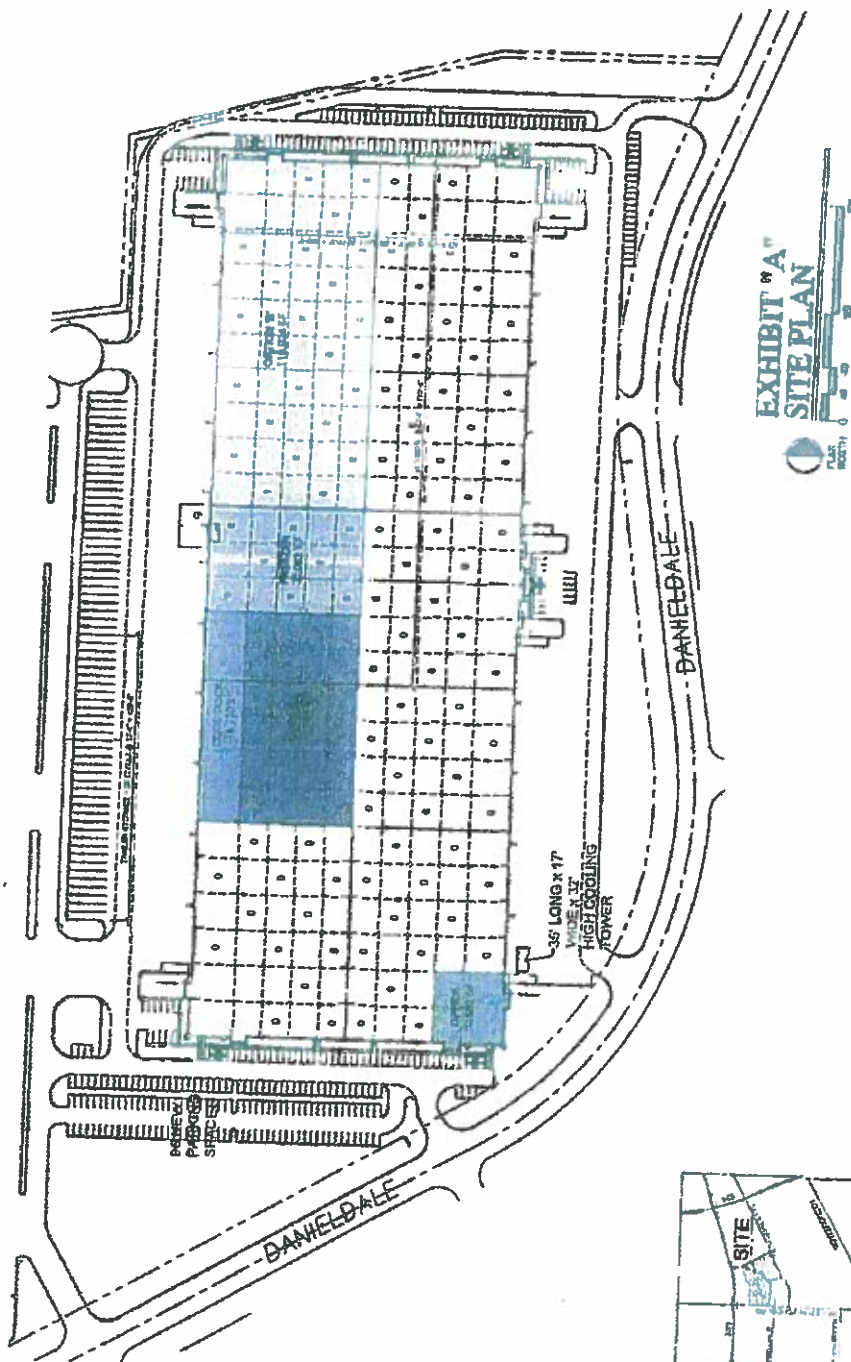
**LEASE FEATURES:**

- 22' BUILDING CLEAR HEIGHT
- 41'6" X 32' TYPICAL BAY SPACING
- (75) 6'X16' OVERHEAD DOCK DOORS
- (16) 10'X14' GRADE LEVEL DOCK DOORS
- FULLY SPRINKLERED S.F.P.
- 8" REINF. CONCRETE SLAB ON GRADE
- 7" CONCRETE PAVING
- BUILD-TO-SUIT OFFICES
- (111) PARKING SPACES
- (8) 12'x67' TRAILER STALLS



2310 LBJ Fwy., Suite 200  
Dallas, Texas 75234  
Phone: 972.884.9282  
Fax: 872.488.8848

09-02-06



**EXHIBIT "A"  
SITE PLAN**



ACKNOWLEDGMENT

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Rickey C. Childers, City Manager of the City of Lancaster, Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said corporation, and that he executed the same as the act of said corporation for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND SEAL OF OFFICE this the 14<sup>th</sup> day of December, 2009.

Dolle K. Shane  
Notary Public, State of Texas

My Commission Expires:  
9-13-2010



