

Ollie's

RESOLUTION NO. 2018-11-93

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING A CHAPTER 380 AGREEMENT BY AND BETWEEN THE CITY OF LANCASTER, TEXAS, AND OLLIE'S BARGAIN OUTLET, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lancaster, Texas, ("City") desires to grant certain incentives to Ollie's Bargain Outlet, Inc., for the purpose of purchasing approximately 58 acres on Lancaster Hutchins Road to construct a warehouse distribution facility totaling approximately six hundred thousand (600,000) square feet for operations as a regional distribution facility; and

WHEREAS, the City has adopted programs for promoting economic development, and an Economic Development Agreement ("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 Chapter 380 of the Texas Local Government Code to issue grants in order to promote local economic development by stimulating the local economy; and

WHEREAS, the Agreement containing the terms of the grant of incentives from the City is appropriate.

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

SECTION 1. The City Council of the City of Lancaster, Texas approves a Chapter 380 Economic Development Agreement by and between the City of Lancaster and Ollie's Bargain Outlet, Inc.

SECTION 2. The City Council authorizes the City Manager to execute the Economic Development Agreement between the City of Lancaster and Ollie's Bargain Outlet, Inc.

SECTION 3. This Resolution shall take effect immediately from and after the date of passage and is provided by law.

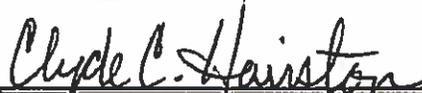
DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 12th day of November, 2018.

ATTEST:



Sorangel O. Arenas, City Secretary

APPROVED:



Clyde C. Hairston, Mayor

APPROVED AS TO FORM:



David T. Ritter, City Attorney

**CITY OF LANCASTER, TEXAS
AND
OLLIE'S BARGAIN OUTLET, INC.**

**CHAPTER 380 ECONOMIC DEVELOPMENT
PROGRAM AND AGREEMENT**

This **CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AND AGREEMENT** (hereinafter referred to as the "Agreement") is made and entered into by and between the **CITY OF LANCASTER, TEXAS**, a Texas home-rule municipality (hereinafter referred to as the "City"), and **OLLIE'S BARGAIN OUTLET, INC.**, a Pennsylvania corporation, (hereinafter referred to as the "Owner"), for the purposes and considerations stated below:

WHEREAS, the Owner desires to enter into this Agreement pursuant to Chapter 380 of the Texas Local Government Code (the "Code"); and

WHEREAS, the City desires to provide, pursuant to Chapter 380 of the Code an incentive to Owner to develop the Property as defined below; and

WHEREAS, the City possesses the legal and statutory authority under Chapter 380 of the Code to make loans or grants of public funds for the purposes of promoting local economic development and stimulating business and commercial activity within the City of Lancaster, Texas; and

WHEREAS, the City has determined that a grant of funds to the Owner will serve the public purpose of promoting local economic development, with the development and diversification of the economy of the State and City, will eliminate unemployment and underemployment in the State and City, and will enhance business and commercial activity within the City of Lancaster, Texas; and

WHEREAS, the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City of Lancaster, Texas, and, as such, meets the requisites under Chapter 380 of the Code, and further, is in the best interests of the City and the Owner; and

WHEREAS, the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City of Lancaster, Texas, and, as such, meets the requirements of Article III, Section 52-a of the Texas Constitution by assisting in the development and diversification of the economy of the State, by eliminating unemployment or underemployment in the State, and by the development or expansion of commerce within the State.

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 and Owner agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date of this Agreement, as defined herein, and shall continue thereafter until November 12, 2028, unless terminated sooner under the provisions hereof.

SECTION 3. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

- (a) **Agreement.** The word "Agreement" means this Chapter 380 Economic Development Program and Agreement, authorized by Chapter 380 of the Code, together with all exhibits and schedules attached to this Agreement from time to time, if any.
- (b) **City.** The word "City" means the City of Lancaster, Texas, a Texas home-rule municipality. For the purposes of this Agreement, City's address is 211 N. Henry Street, Lancaster, Texas 75146.
- (c) **Owner.** The word "Owner" means Ollie's Bargain Outlet, Inc., whose address for the purposes of this Agreement is 6295 Allentown Boulevard, Suite 1, Harrisburg, PA 17112.
- (d) **Effective Date.** The words "Effective Date" mean the date of the latter to execute this Agreement by and between the City and Owner.
- (e) **Event of Default.** The words "Event of Default" mean and include any of the Events of Default set forth in the section entitled "Events of Default" in this Agreement.
- (f) **Facility.** The word "Facility" means Owner's warehouse/distribution facility to be constructed on the Property. The Facility shall be a minimum 600,000 square foot located on the Property, as generally described and/or depicted in *Exhibit B* of this Agreement, which is attached hereto and incorporated herein for all purposes. In order to qualify as the "Facility" under this Agreement, the facility must meet all of the following criteria: (1) be located within the City; (2) when completed and fully valued and assessed, have an ad valorem real property value of not less than \$20,000,000.00 on the Dallas Central Appraisal District tax rolls; (3) construction of the Facility must be commenced no later than 120 (120) days from the Effective Date of this Agreement; and (4) construction of the Facility must be completed no later than eighteen (18) months from the Effective Date of the Agreement.

- (g) **Full-Time Equivalent Employment Positions.** The words "Full-Time Equivalent Employment Position" or "Full-Time Equivalent Employment Positions" mean and include a job requiring a minimum of Two Thousand (2,000) hours of work averaged over a twelve (12) month period with such hours also to include any vacation and sick leave.
- (h) **Personal Property.** The words "Personal Property" mean the tangible taxable personal property, including furniture, fixtures, inventory, and equipment, which is added to the Property after the Effective Date of this Agreement.
- (i) **Program Grant or Program Grant Payment.** The words "Program Grant" or "Program Grant Payment" mean the economic development grants paid by the City to Owner in accordance with this Agreement.
- (j) **Property.** The word "Property" means the approximately 58.022 acre tract of land consisting of Block A , Lot 1 of the Lancaster Commerce Center Subdivision, located within the City of Lancaster, Dallas County, Texas, as more particularly described and or depicted in *Exhibit A* of this Agreement, which is attached hereto and incorporated herein for all purposes.
- (k) **Real Property Taxes.** Real Property Taxes. The words "Real Property Taxes" shall mean all real estate ad valorem taxes assessed and levied by the City and paid by Owner on the Facility after completion.
- (l) **Term.** The word "Term" means the term of this Agreement as specified in Section 2 of this Agreement.

SECTION 4. AFFIRMATIVE OBLIGATIONS OF DEVELOPER.

The Owner covenants and agrees with City that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Construction of Facility.** Owner covenants and agrees to commence construction of the Facility within one hundred and twenty (120) days of the Effective Date of this Agreement. Owner covenants and agrees to construct or cause to be constructed the Facility located on the Property for an amount not less than Twenty Million and No/100 Dollars (\$20,000,000.00), and agrees to submit to the City invoices, receipts, or other documentation concerning the construction of the Facility in an amount of not less than Twenty Million and No/100 Dollars (\$20,000,000.00), and in a form acceptable to the City within twenty-four (24) months of the Effective Date of this Agreement.
- (b) **Certificate of Occupancy.** Owner covenants and agrees to obtain or cause to be obtained from the City a Certificate of Occupancy for the Facility located on the Property within eighteen (18) months of the Effective Date.

- (c) **Operate Facility.** Owner covenants and agrees that beginning no later than eighteen (18) months following the issuance of a Certificate of Occupancy and during the Term of this Agreement to maintain and keep open the Facility located on the Property, excepting temporary closures due to Force Majeure events or temporary closures for remodeling, upgrades, similar improvements, or repairs to the Facility.
- (d) **Job Creation and Retention.** Owner covenants and agrees that beginning no later than forty-eight (48) months following the issuance of the Certificate of Occupancy, and thereafter during the Term of this Agreement, to employ and maintain a minimum of two hundred and twenty-five (225) Full-Time Equivalent Employment Positions working at the Facility located on the Property.
- (e) **Performance.** Owner covenants and agrees to perform and comply with all terms, conditions and provisions set forth in this Agreement, and any other agreements by and between the City and Owner.

SECTION 5. AFFIRMATIVE OBLIGATIONS OF THE CITY.

City covenants and agrees with Owner that, while this Agreement is in effect, it shall comply with the following terms and conditions:

(a) **Program Grant Payments.**

- (1) **Personal Property Tax.** The City shall make a Program Grant Payment to Owner for the ad valorem taxes paid by the Owner to the City for the Personal Property for a period not to exceed eight (8) years. The first year of the Program Grant Payment pursuant to this Section 5(a)(1) of this Agreement shall be the first tax year that begins after the City issues a Certificate of Occupancy for the Owner's Facility located on the Property pursuant to Section 4(b) of this Agreement, and the Property is fully assessed by the taxing authorities. The Program Grant Payments shall be based upon the following percentages:

Tax Years 1-8	Percentage of City Personal Property Taxes Reimbursed
1 st through 8 th tax year after issuance of Certificate of Occupancy	65%

The City covenants and agrees to provide the Program Grant Payment to Owner within thirty (30) days following receipt of the ad valorem taxes paid to the City for the Property and Personal Property.

- (2) **Real Property Tax.** The City shall make a Program Grant Payment to Owner for the ad valorem taxes paid by the Owner to the City for Real Property Taxes for a period not to exceed five (5) years. The first year of the Program Grant Payment pursuant to this Section 5(a)(2) of this Agreement shall be the first tax year that

begins after the City issues a Certificate of Occupancy for the Owner's Facility located on the Property pursuant to Section 4(b) of this Agreement, and the Property is fully assessed by the taxing authorities. This Program Grant Payments shall be based upon the following percentages:

Tax Years 1-5	Percentage of City Real Property Taxes Reimbursed
1 st through 5 th tax year after issuance of Certificate of Occupancy	45%

- (b) **Performance.** City agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between the Owner and City.

SECTION 6. CESSATION OF ADVANCES.

If City has made any commitment to provide any Program Grant Payment to Owner, whether under this Agreement or under any other agreement, the City shall have no obligation to advance or disburse said Program Grant Payment if: (i) Owner becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged bankrupt; or (ii) an Event of Default occurs and continues beyond the applicable notice and cure periods in Section 8, below.

SECTION 7. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default under this Agreement:

- (a) **General Event of Default.** Failure of Owner or City to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement, or failure of Owner or City to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement by and between Owner and City is an Event of Default.
- (b) **False Statements.** Any written warranty, written representation, or written statement made or furnished to the City by or on behalf of Owner under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.
- (c) **Insolvency.** Owner's insolvency, appointment of receiver for any part of Owner's property, any assignment for the benefit of creditors of Owner, any type of creditor workout for Owner, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Owner is an Event of Default.
- (d) **Ad Valorem Taxes.** Owner allows its ad valorem taxes owed to the City to become

delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure within thirty (30) days after written notice thereof from City and/or Dallas County Central Appraisal District is an Event of Default.

SECTION 8. EFFECT OF AN EVENT OF DEFAULT.

In the event of default under Section 7 of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure said default. Should said default remain uncured, the non-defaulting party shall have the right to terminate this Agreement or maintain a cause of action for damages caused by the event(s) of default. In the event the Owner defaults and is unable or unwilling to cure said default within the prescribed time period, the Program Grant Payments provided by the City to Owner pursuant to Section 5(a) of this Agreement, shall become immediately due and payable by the Owner to the City.

SECTION 9. INDEMNITY.

TO THE EXTENT ALLOWED BY LAW, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMAND, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT.

SECTION 10. 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 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 Dallas County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Dallas County, Texas.

- (c) **Assignment.** This Agreement may not be assigned without the express written consent of the City of Lancaster.
- (d) **Attorneys Fees and Costs.** In the event of any action at law or in equity between the parties to enforce any of the provisions hereof, to the extent allowed by law any unsuccessful party to such litigation shall pay to the successful party all costs and expenses, including reasonable attorneys' fees (including costs and expenses incurred in connection with all appeals) incurred by the successful party, and these costs, expenses and attorneys' fees may be included in and as part of the judgement. A successful party shall be any party who is entitled to recover its costs of suit, whether or not the suit proceeds to final judgment.
- (e) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. Owner warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- (f) **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.
- (g) **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.
- (h) **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.
- (i) **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, or court injunction, 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.
- (j) **No Interpretation Against Drafter.** Owner and City have participated in negotiating and drafting this Agreement, and agree that the Agreement is to be construed as if drafted jointly. The parties agree that the Agreement will not be interpreted or construed against either party should a need for interpretation or resolution of any ambiguity arise.
- (k) **Notices.** Any notice or other communication required or permitted by this Agreement

(hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by email to the addresses listed below (with electronic information and a mailed copy to follow) or by hand or (ii) upon receipt or refusal of delivery following deposit with the U.S. Postal Service, postage prepaid, certified with return receipt requested. The parties agree to keep the other party or parties informed of their address at all times during the Term of this Agreement. The Notices shall be addressed as follows:

If to the City: City of Lancaster, Texas
211 N. Henry Street
Lancaster, Texas 75146
Attn: Opal Mauldin-Jones, City Manager
Email: ojones@lancaster-tx.com
Telephone: (972) 218-1300

With copy to: Brown & Hofmeister, LLP
Attn: David T. Ritter
740 E. Campbell Road, Suite 800
Richardson, TX 75081
Email: dritter@bhlaw.net

If to the Owner: Ollie's Bargain Outlet, Inc.
6295 Allentown Boulevard, Suite 1
Harrisburg, PA 17112
Attn: Robert Bertram, General Counsel
Telephone: 717-657-2300

- (l) **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 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.
- (m) **Sovereign Immunity.** No party hereto waives any statutory or common law right to sovereign immunity by virtue of its execution hereof.
- (n) **Survival.** All warranties, representations, and covenants made by Owner in this Agreement or in any certificate or other instrument delivered by Owner to City under this Agreement shall be considered to have been relied upon by the City and will survive the payment of any Program Grant Payments under this Agreement regardless of any investigation made by the City or on City's behalf.
- (o) **Time is of the Essence.** Time is of the essence in the performance of this Agreement, subject however, to the provisions of Section 10(i).

- (p) **Undocumented Workers.** The Owner certifies that Owner 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, Owner is convicted of a violation under 8 U.S.C. § 1324a(f), Owner shall repay the amount of any public subsidy provided under this Agreement to Owner plus six percent (6.0%), not later than the 120th day after the conviction of such violationOwner.
- (q) In accordance with Section 2270.002 of the Texas Government Code (as added by Tex. H.B. 89, 85th Leg., R.S. (2017)), the Owner verifies that it does not boycott Israel and will not boycott Israel during the Term of this Agreement.
- (r) In accordance with Section 2252.152 of the Texas Government Code (as added by Tex. S. B. 252, 85th Leg., R.S. (2017)), the Parties covenant and agree that Owner is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

[The Remainder of this Page Intentionally Left Blank]

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

CITY:

CITY OF LANCASTER, TEXAS,
A Texas home-rule municipality

By: *Opal Mauldin-Jones*
Opal Mauldin-Jones, City Manager
Date: November 12, 2018

ATTEST:

Sorangel O. Arenas
Sorangel O. Arenas, City Secretary

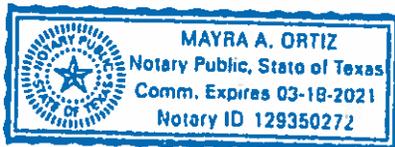
APPROVED AS TO FORM:

David T. Ritter
David T. Ritter, City Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 12th day of November, 2018, by Opal Mauldin-Jones, City Manager of the City of Lancaster, Texas, a Texas home-rule municipality, on behalf of said municipality.

Mayra A. Ortiz
Notary Public, State of Texas



DEVELOPER:

OLLIE'S BARGAIN OUTLET, INC.
A Pennsylvania corporation

By: _____
Name: John Swygert
Title: Executive Vice President/
Chief Operating Officer
Date Signed: 1/8/19

**COMMONWEALTH OF
PENNSYLVANIA**

§
§
§

COUNTY OF DAUPHIN

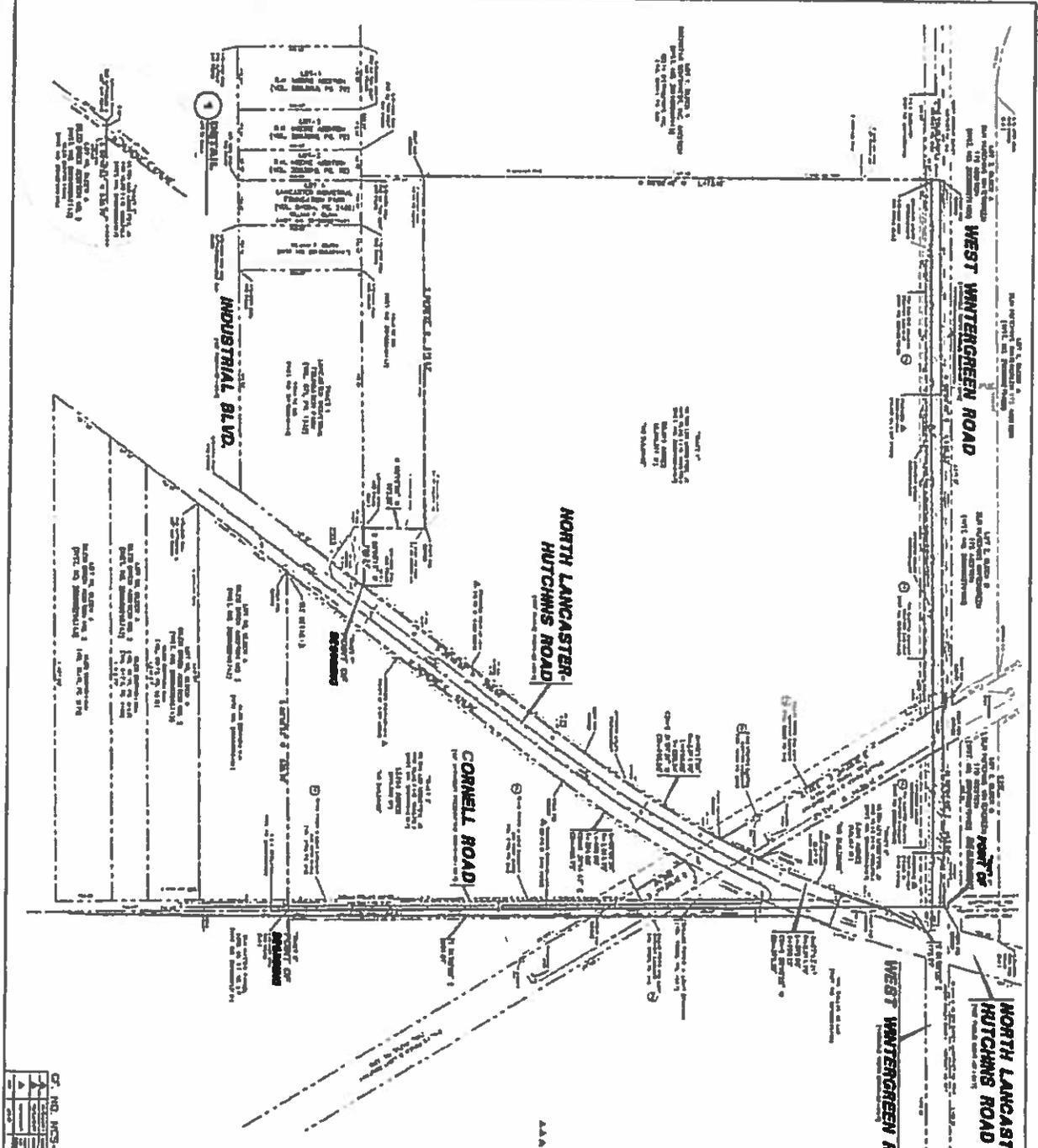
This instrument was acknowledged before me on the 8th day of January, 2018 by John Swygert, EVP/COO of Ollie's Bargain Outlet, Inc. a Pennsylvania corporation, on behalf of said corporation.

Lisa J. Crawford
Notary Public, Commonwealth of Pennsylvania

Commonwealth of Pennsylvania - Notary Seal
Lisa J. Crawford, Notary Public
Dauphin County
My commission expires January 15, 2023
Commission number 1032464
Member, Pennsylvania Association of Notaries

Exhibit A

**Legal Description and/or Depiction
of the Property**



AAA 2025

ALL RIGHTS RESERVED. THIS PLAN IS THE PROPERTY OF THE ENGINEER AND SHOULD NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER.

NO PART OF THIS PLAN IS TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER.

THIS PLAN IS THE PROPERTY OF THE ENGINEER AND SHOULD NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER.

NO PART OF THIS PLAN IS TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER.

TRACT 1 - 64.071 ACRES TRACT
TRACT 2 - 2.011 ACRES TRACT
TRACT 3 - 12.184 ACRES TRACT

ALL RIGHTS RESERVED. THIS PLAN IS THE PROPERTY OF THE ENGINEER AND SHOULD NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER.

NO PART OF THIS PLAN IS TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER.

Peckham Koch

REGISTERED PROFESSIONAL ENGINEER
 1000 WEST WINTERGREEN ROAD
 SUITE 100
 WEST WINTERGREEN, OHIO 43081
 (614) 885-1111

STATEMENT OF WORK

Page 1

The purpose of this Statement of Work is to define the work to be performed by the contractor under the contract. This work shall be performed in accordance with the terms and conditions set forth in this Statement of Work and the contract documents.

The contractor shall provide all personnel, materials, and equipment necessary to complete the work. The contractor shall be responsible for the safety of all personnel and equipment used in the performance of the work.

The contractor shall submit a detailed schedule of work to the project manager for approval. The contractor shall provide regular progress reports to the project manager.

STATEMENT OF WORK

Page 2

The contractor shall provide all personnel, materials, and equipment necessary to complete the work. The contractor shall be responsible for the safety of all personnel and equipment used in the performance of the work.

The contractor shall submit a detailed schedule of work to the project manager for approval. The contractor shall provide regular progress reports to the project manager.

The contractor shall submit a detailed schedule of work to the project manager for approval. The contractor shall provide regular progress reports to the project manager.

STATEMENT

Page 3

The contractor shall provide all personnel, materials, and equipment necessary to complete the work. The contractor shall be responsible for the safety of all personnel and equipment used in the performance of the work.

The contractor shall submit a detailed schedule of work to the project manager for approval. The contractor shall provide regular progress reports to the project manager.

The contractor shall submit a detailed schedule of work to the project manager for approval. The contractor shall provide regular progress reports to the project manager.



Signature and name of the contractor or project manager.

Project information form including title 'TRACT 1 - 86.0M ACRE TRACT', 'TRACT 2 - 3.0M ACRE TRACT', 'TRACT 3 - 13.84 ACRE TRACT', and contractor name 'W. Paulsen Koch'.

Exhibit B

Depiction of the Facility

