

RESOLUTION NO. 269-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING CHAPTER 380 AGREEMENTS BETWEEN THE CITY OF ABILENE AND ABILENE CUSTOM HOMES REGARDING 2569, 2565, 2563, 2571, 2561, 2557, 2573, 2553, 2577 BEL AIR DR

WHEREAS, the Economic Development Agreements (“Agreements”) are effective as of the 21st day of November, 2024, by and between Abilene Custom Homes, (“Developer”), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation (“City”), for the purposes and considerations stated below; and

WHEREAS, the City of Abilene adopted Resolution 142-2024 creating an Economic Development Program authorized by Chapter 380 of the Texas Local Government Code; and

WHEREAS, the City has adopted Resolution No. 192-2023 which created the Rebuild ABI program; and

WHEREAS, the Developer intends to acquire, or has acquired, fee simple ownership of 2553, 2557, 2561, 2563, 2565, 2569, 2571, 2573, 2577 Bel Air Dr in Abilene, Taylor County, Texas (the “Project Areas”); and

WHEREAS, the City desires to enter into these Agreements with the Developer in order to implement the Rebuild ABI economic development program developed by the City to enhance and expand the City’s commercial, economic and employment base to the long-term interest and benefit of the City and the State of Texas; and

WHEREAS, it is anticipated that the development of the Project Areas will have a direct and positive economic benefit to the City; and

WHEREAS, the City hereby finds that these Agreements embody an eligible “project” and clearly promotes economic development in the City and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and is in the best interests of the City.


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

**PART 1:** That the City of Abilene approves the Rebuild ABI economic development agreements upon the terms and conditions as set forth in the attached agreements hereto.

**PART 2:** That this Resolution becomes effective immediately upon adoption.

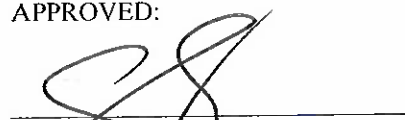
**ADOPTED on the 21st day of November, 2024.**

ATTEST:

  
Shawna Atkinson, City Secretary

  
Weldon Hurt, Mayor

APPROVED:

  
Stanley Smith, City Attorney



# House Plan Zone, LLC.

# A | B D<sup>®</sup>



www.HPZplans.com

Phone: 601.336.3254

Email: sales@hpzplans.com

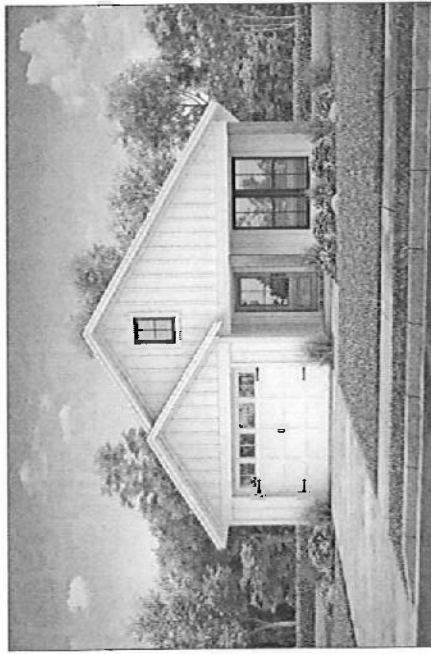
Fax: 1-800-574-1387

### STANDARD ABBREVIATIONS

AK	ALASKA
AL	ALABAMA
AR	ARKANSAS
AZ	ARIZONA
CA	CALIFORNIA
CO	COLORADO
CT	CONNECTICUT
DC	DISTRICT OF COLUMBIA
DE	DELAWARE
FL	FLORIDA
GA	GEORGIA
HI	HAWAII
IA	IOWA
IL	ILLINOIS
IN	INDIANA
KS	KANSAS
KY	KENTUCKY
LA	LOUISIANA
MA	MASSACHUSETTS
MD	MARYLAND
ME	MAINE
MI	MICHIGAN
MN	MINNESOTA
MO	MISSOURI
MS	MISSISSIPPI
MT	MONTANA
NC	NORTH CAROLINA
ND	NORTH DAKOTA
NE	NEBRASKA
NH	NEW HAMPSHIRE
NJ	NEW JERSEY
NM	NEW MEXICO
NV	NEVADA
NY	NEW YORK
OH	OHIO
OK	OKLAHOMA
OR	OREGON
PA	PENNSYLVANIA
RI	RHODE ISLAND
SC	SOUTH CAROLINA
SD	SOUTH DAKOTA
TN	TENNESSEE
TX	TEXAS
UT	UTAH
VA	VIRGINIA
VT	VERMONT
WA	WASHINGTON
WI	WISCONSIN
WV	WEST VIRGINIA
WY	WYOMING
ZZ	UNKNOWN
AA	ALASKA
AL	ALABAMA
AR	ARKANSAS
AZ	ARIZONA
CA	CALIFORNIA
CO	COLORADO
CT	CONNECTICUT
DC	DISTRICT OF COLUMBIA
DE	DELAWARE
FL	FLORIDA
GA	GEORGIA
HI	HAWAII
IA	IOWA
IL	ILLINOIS
IN	INDIANA
KS	KANSAS
KY	KENTUCKY
LA	LOUISIANA
MA	MASSACHUSETTS
MD	MARYLAND
ME	MAINE
MI	MICHIGAN
MN	MINNESOTA
MO	MISSOURI
MS	MISSISSIPPI
MT	MONTANA
NC	NORTH CAROLINA
ND	NORTH DAKOTA
NE	NEBRASKA
NH	NEW HAMPSHIRE
NJ	NEW JERSEY
NM	NEW MEXICO
NV	NEVADA
NY	NEW YORK
OH	OHIO
OK	OKLAHOMA
OR	OREGON
PA	PENNSYLVANIA
RI	RHODE ISLAND
SC	SOUTH CAROLINA
SD	SOUTH DAKOTA
TN	TENNESSEE
TX	TEXAS
UT	UTAH
VA	VIRGINIA
VT	VERMONT
WA	WASHINGTON
WI	WISCONSIN
WV	WEST VIRGINIA
WY	WYOMING
ZZ	UNKNOWN

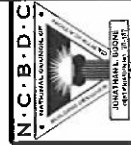
### SHEET INDEX:

- 1 COVER SHEET
- 2 FOUNDATION PLAN
- 3 FLOOR PLAN & ELECTRICAL PLAN
- 4 EXTERIOR VIEWS
- 5 ROOF PLAN
- 6 CROSS SECTION & CABINETS



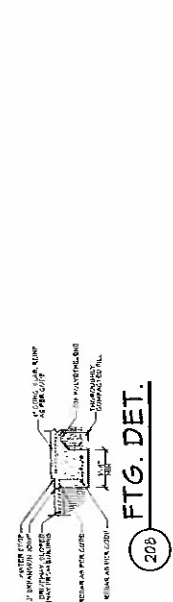
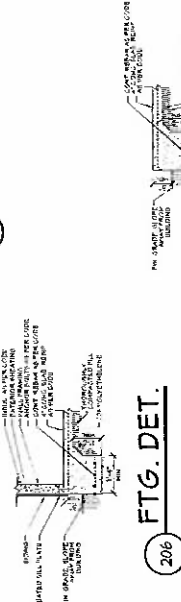
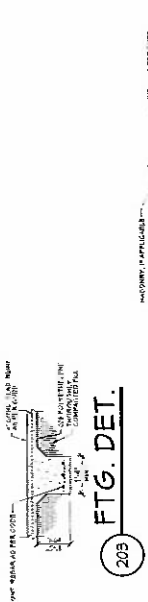
## BB-1292

**CODE DISCLAIMER:**  
 1. THESE PLANS WERE DESIGNED TO MEET THE MINIMUM REQUIREMENTS OF THE LOCAL BUILDING DEPARTMENT. THE LOCAL BUILDING DEPARTMENT IS RESPONSIBLE FOR THE ENFORCEMENT OF THESE PLANS AND FOR THE SAFETY OF THE CONSTRUCTION.  
 2. THESE PLANS ARE NOT DESIGNED TO BE USED FOR OCCUPANCY CLASSIFICATION OR FOR ANY OTHER PURPOSE.  
 3. ALL CEILING JOISTS (IF CONVENTIONAL FRAMING) SHOULD BE DESIGNED USING THE LATEST VERSION OF THE IRC OR APPLICABLE CODES AT THE TIME OF THE DESIGN.  
 4. THE CONTRACTOR SHALL PROVIDE ALL HIGH AND STRAPPING AND ANCHOR BOLTS AS REQUIRED BY THE LOCAL CODE REQUIREMENTS AND THE LATEST VERSION OF THE IRC.  
 5. CONTRACTOR SHALL PROVIDE ALL HIGH AND STRAPPING AND ANCHOR BOLTS AS REQUIRED BY THE LOCAL CODE REQUIREMENTS AND THE LATEST VERSION OF THE IRC.



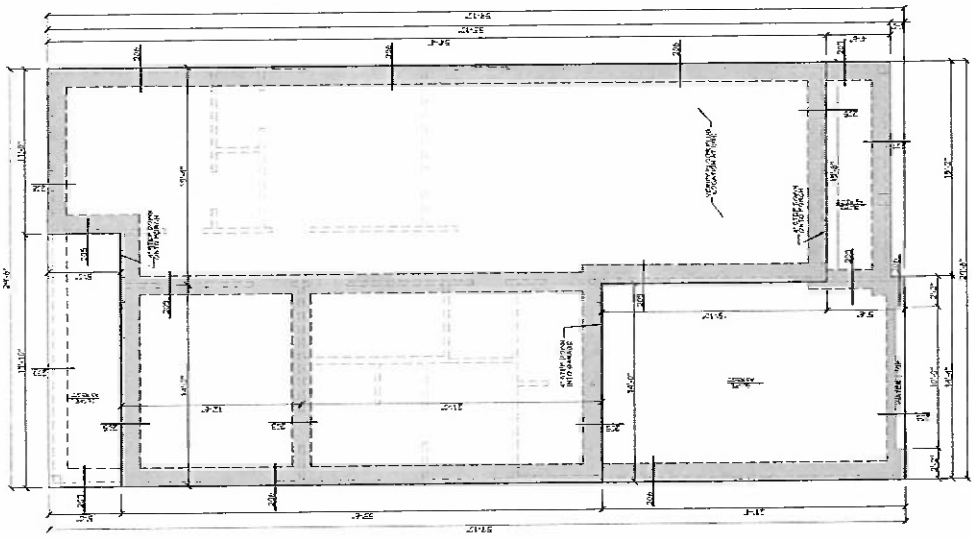
Date: 10/07/19  
 Drawn by: R.B.M.  
 Print Number:  
 SHEET NUMBER

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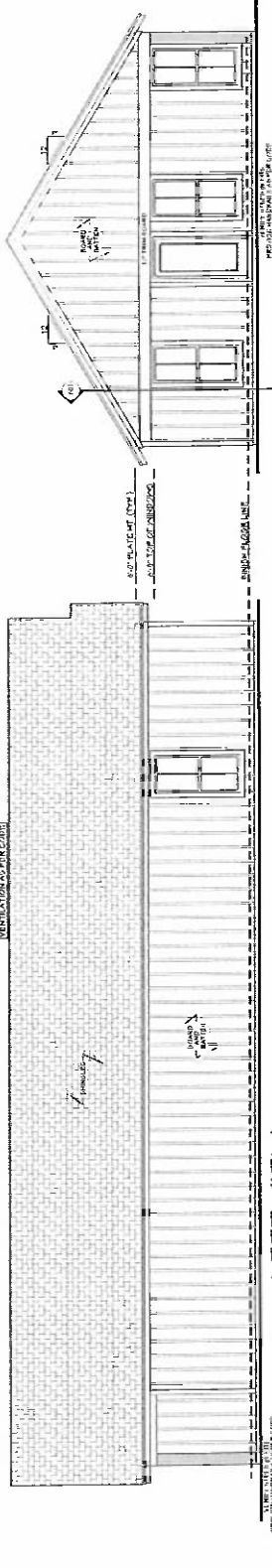
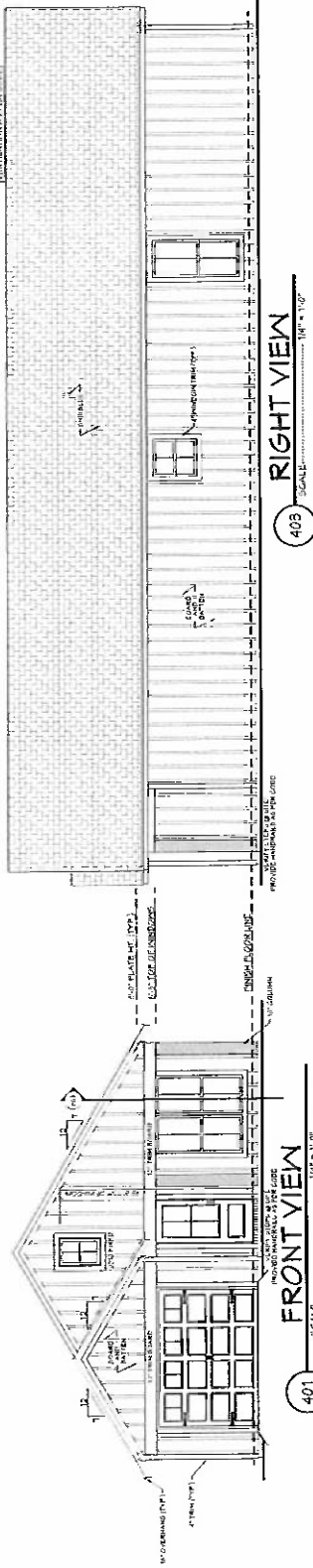
**SLAB FOUNDATION NOTES:**

1. ALL FOOTING SIZES AND LOCATIONS TO BE VERIFIED BY A LICENSED STRUCTURAL ENGINEER
2. CONTRACTOR TO ADAPT PLANS AS REQUIRED TO MEET ALL APPLICABLE CODES AT SITE.
3. CONTRACTOR SHALL VERIFY ALL DIMENSIONS WITH FLOOR PLAN. CONTRACTOR SHALL MAKE ANY NECESSARY ADJUSTMENTS.
4. CONTRACTOR TO PROVIDE WATERPROOFING AS PER CODE TO MEET ALL APPLICABLE CODES AND TYPICAL BUILDING PRACTICES.
5. CONCRETE SLABS TO BE 4\"/>



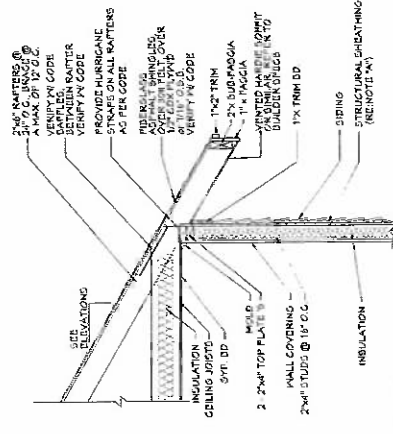
**201** SCALE: 1/4" = 1'-0"





402 REAR VIEW  
 SCALE: 1/4" = 1'-0"

**EXTERIOR ELEVATION NOTES:**  
 1. CONTRACTOR TO VERIFY ALL WINDOW AND DOOR SIZES AND SIZES WITH OWNER PRIOR TO CONSTRUCTION.  
 2. PROVIDE STEPS AND GUARD RAILS AS PER CODE BASED ON SITE CONDITIONS.  
 3. GROUND LINES SHOWN FOR REFERENCE ONLY AND VARY DEPENDING ON SITE CONDITIONS.  
 4. ALL FINISH MATERIALS TO BE VERIFIED WITH OWNER PRIOR TO CONSTRUCTION.  
 5. REFER TO TYPICAL WALL DETAIL FOR FRAMING METHODS AND OTHER MISC. INFORMATION.  
 6. CONTRACTOR TO PROVIDE ADEQUATE ROOF VENTILATION AS REQ'D BY CURRENT CODES.



405 TYP. CORNICE DETAIL  
 SCALE: 3/4" = 1'-0"

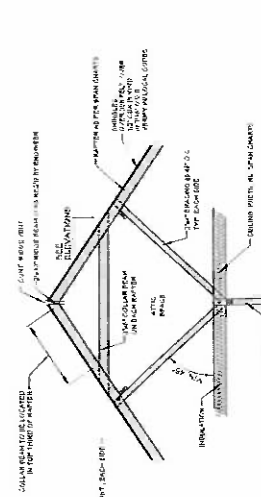
**OPENING SIZES/EGRESS**  
 SCALE: 1/4" = 1'-0"

**DOOR SIZE**  
 36" x 80"

**WINDOW SIZE**  
 36" x 48"

**EGRESS**  
 36" x 48"

**NOTES:**  
 1. ALL OPENING SIZES ARE TO FACE UNLESS NOTED OTHERWISE.  
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**ROOF PLAN NOTES:**

- CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CODES AT SITE.
- ALL RIDGE BEAMS, HIP RAFTERS, & VALLEY RAFTERS TO BE 2" X 10" NO.2 S.P. OR AS REQ'D BY ENGINEER.
- ALL RAFTERS TO BE SIZED AS PER SPAN CHART.
- CONTRACTOR TO WATERPROOF ALL ROOF INTERSECTIONS AS PER CODE.
- CONTRACTOR TO VERIFY ALL ROOF PITCHES WITH EXTERIOR ELEVATIONS PRIOR TO CONSTRUCTION.
- CONTRACTOR TO PROVIDE ADEQUATE ROOF VENTILATION AS REQ'D BY CURRENT CODES.
- ALL ROOF INTERSECTIONS ON GABLES OR BEAMS OF RESIDENCE SHALL BE PAINTED BLACK OR TO MATCH ROOFING.

**502** TYP. ROOF BRACING  
 SCALE: N.T.S.

**RAFTER SPANS**  
 RAFTERS SPANS FOR SOUTHERN PINE SPECIES  
 LEVEL LOADS - 20psf, MAXIMUM DEAD LOAD = 12psf

SIZE	SPACING (INCHES)	SPANS (MAXIMUM SPANS AND DEPTHS IN FEET - INCHES)
2 x 6	12.0	12-11
	16.0	11-2
	19.2	10-2
2 x 8	24.0	9-2
	12.0	10-4
	16.0	10-0
	19.2	10-11
2 x 10	32.0	10-5
	16.0	10-12
	19.2	10-4
2 x 12	32.0	10-10
	16.0	10-10
	19.2	10-10

NOTES:  
 The above tables are based on the IRC 2012 TABLE R302.4.1(3)

**CEILING JOIST SPANS**  
 CEILING JOIST SPANS FOR SOUTHERN PINE SPECIES  
 (MINIMUM PERMITTING UNLIMITED STORAGE, UNLESS OTHERWISE NOTED)  
 REFER TO THE INTERNATIONAL RESIDENTIAL CODE (IRC) SPAN TABLES

SIZE	SPACING (INCHES)	VISUALLY GRADED (MAXIMUM SPANS IN FEET - INCHES)
2 x 4	18.0	8-0
	19.2	7-4
	24.0	6-3
2 x 6	24.0	10-2
	32.0	9-2
2 x 8	32.0	10-5
	40.0	9-5
2 x 10	40.0	10-11
	48.0	10-5
2 x 12	48.0	10-4

NOTES:  
 The above tables are based on the IRC 2012 TABLE R302.5.1(2)

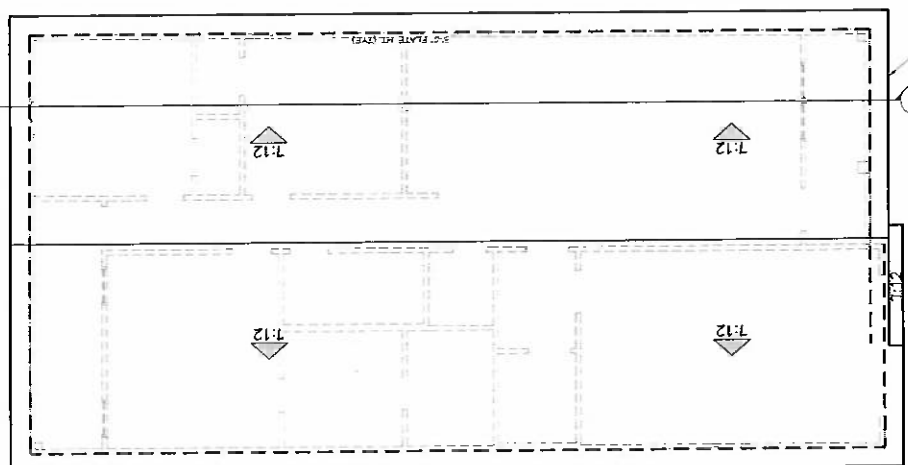
**RAFTER LENGTH CHART**

SPAN (FEET)	RAFTER
2.0	18
4.0	18
6.0	18
8.0	18
10.0	18
12.0	18
14.0	18
16.0	18
18.0	18
20.0	18
22.0	18
24.0	18
26.0	18
28.0	18
30.0	18
32.0	18
34.0	18
36.0	18
38.0	18
40.0	18

**HIP/VALLEY CONVERSION**

RAFTER SPAN (FEET)	HIP/VALLEY SPAN (FEET)
2.0	2.83
4.0	5.66
6.0	8.49
8.0	11.32
10.0	14.15
12.0	16.98
14.0	19.81
16.0	22.64
18.0	25.47
20.0	28.30
22.0	31.13
24.0	33.96
26.0	36.79
28.0	39.62
30.0	42.45
32.0	45.28
34.0	48.11
36.0	50.94
38.0	53.77
40.0	56.60

CONVERSION FACTOR: 1.4142 (SQRT 2)  
 (ROUND UP TO NEXT WHOLE NUMBER)

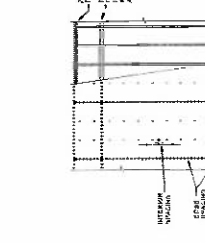


**NAIL SIZE BRACING FOR ROOF BRACING**  
 5D NAILS  
 MIN. 10" TYP. O.D.  
 INTERIOR BRACING @ 12" O.C.  
 INTERIOR BRACING @ 12" O.C.

**NAIL SIZE BRACING FOR WALL BRACING**  
 5D NAILS  
 MIN. 10" TYP. O.D.  
 EDGE BRACING @ 4" O.C.  
 INTERIOR BRACING @ 4" O.C.

**NOTES:**

- SEE WALL BRACING FOR WALL BRACING.
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**WALL/ROOF FASTENING DETAILS**  
 SCALE: 1/4" = 1'-0"

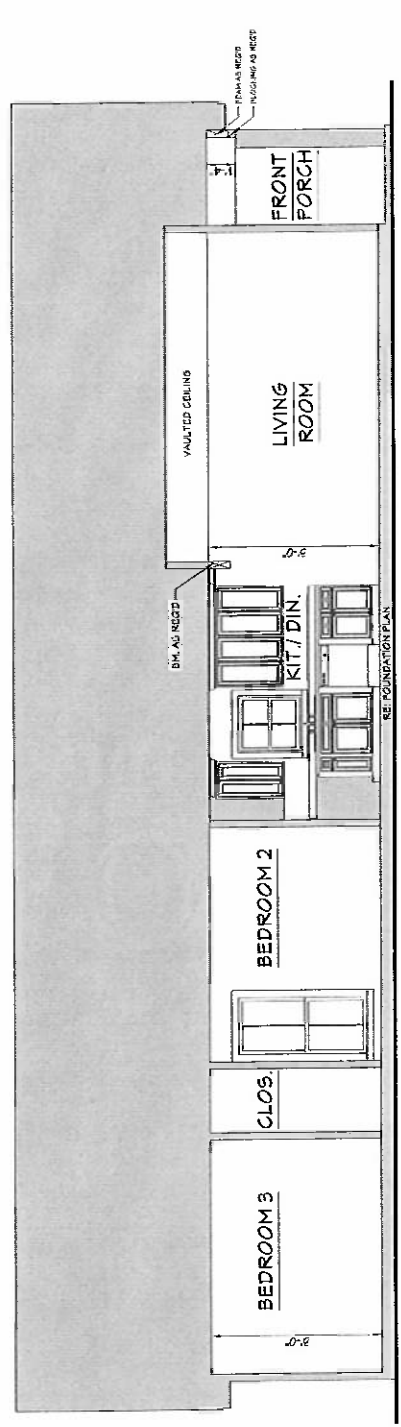
**NOTES:**

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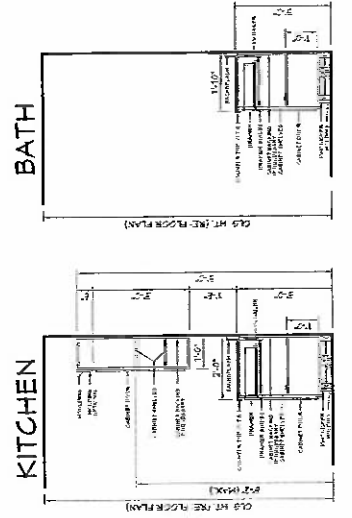
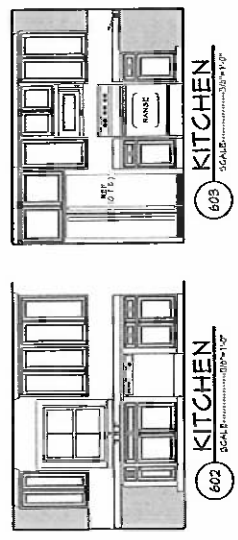
**WALL/ROOF FASTENING DETAILS**  
 SCALE: 1/4" = 1'-0"

**WALL/ROOF FASTENING DETAILS**  
 SCALE: 1/4" = 1'-0"

**CROSS SECTION NOTES:**  
 1. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CODES AT SITE.  
 2. ALL ROOF RAFTERS, TRIMMERS, & VALLEY RAFTERS TO BE 2" x 10".  
 3. ALL ROOF BRACES TO BE 2" x 4".  
 4. CONTRACTOR TO PROVIDE RAFTER BRACING TO MEET APPLICABLE CODES.  
 5. CONTRACTOR TO PROVIDE RAFTER BRACING TO MEET APPLICABLE CODES.  
 6. ALL LUMBER SIZES AND SPACING TO BE VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION.  
 7. CONTRACTOR TO PROVIDE ADEQUATE ROOF VENTILATION AS REQD. BY CURRENT CODES.



**601** SCALE: 3/8"=1'-0"



**NAIL SET PLAINS FOR WALL BRACING**  
 1. ALL WALL BRACING TO BE 2" x 4".  
 2. ALL WALL BRACING TO BE 2" x 4".  
 3. ALL WALL BRACING TO BE 2" x 4".  
 4. ALL WALL BRACING TO BE 2" x 4".

**WALL/ROOF FASTENING DETAILS**  
 1. ALL WALL BRACING TO BE 2" x 4".  
 2. ALL WALL BRACING TO BE 2" x 4".  
 3. ALL WALL BRACING TO BE 2" x 4".  
 4. ALL WALL BRACING TO BE 2" x 4".

**604** SCALE: N.T.S.

**NEW CONSTRUCTION ECONOMIC DEVELOPMENT AGREEMENT  
BETWEEN THE CITY OF ABILENE AND  
Abilene Custom Homes**

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This Economic Development Agreement ("Agreement") is effective as of the 21st day of November, 2024 ("Effective Date"), by and between Abilene Custom Homes ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

**RECITALS**

**WHEREAS**, the Developer has acquired, fee simple ownership of 2553 Bel Air Dr. in Abilene, Taylor County, Texas (the "Project Area"); and

**WHEREAS**, the governing body of the City of Abilene adopted Resolution 49-2016 and Resolution 129-2023 creating an Economic Development Program authorized by Chapter 380 of the Texas Local Government Code; and

**WHEREAS**, the governing body of the City of Abilene adopted Resolution 192-2023 and has created Rebuild ABI as an infill development incentive for new residential construction in certain target areas throughout the City; and

**WHEREAS**, the City desires to enter into this Agreement with the Developer in order to implement the Rebuild ABI economic development program developed by the City to enhance and expand the City's commercial, economic and employment base to the long-term interest and benefit of the City and the State of Texas; and

**WHEREAS**, it is anticipated that the development of the Project Area will have a direct and positive economic benefit to the City; and

**WHEREAS**, the City hereby finds that this Agreement embodies an eligible "project" and clearly promotes economic development in the City and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and is in the best interests of the City; and

**NOW THEREFORE**, in consideration of the foregoing premises and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:



## I. AUTHORITY

- 1.01 The Agreement is authorized by state law, including but not limited Chapter 380 of the Texas Local Government Code, and is within the authority of the City and constitutes a legal and binding obligation of the City.
- 1.02 The Developer's execution and performance of this Agreement constitutes a valid and binding obligation of the Developer.
- 1.03 The factual recitals and findings set forth above are found to be true and correct for all purposes and are incorporated into this Agreement.

## II. DEFINITIONS

- 2.01. **Program** means the economic development program identified in Article IV herein and established by the City pursuant to this Agreement.
- 2.02. **Developer** means Abilene Custom Homes its successors or assigns.

## III. TERM

- 3.01 This Agreement shall be effective as of the date of execution of both parties. This Agreement shall remain in full force and effect until the earlier of: (A) each party hereto has completed their respective obligations hereunder; or (B) eighteen months from the Effective Date ("**Term**").

## IV. ECONOMIC DEVELOPMENT PROGRAM

- 4.01 Upon Developer's completion of its obligations and duties set forth in this Agreement, the City shall pay the Developer the following incentives:
  - a. Payable at the time of closing of the interim construction financing to the participating eligible lender, on behalf of the Developer, a ten (10%) percent equity contribution of the total interim financing needed for the single-family construction. Lender eligibility is based solely on City accepting the lender into the Rebuild ABI program.

- b. Payable at the time of closing of the final buyer, a five (5%) percent completion grant will be paid to the Developer, such grant being equal to five(5%) percent of the amount of the sales price of the home, and the home sales price shall not exceed a maximum price of \$203,000.00,
  - c. In addition to the equity contribution and completion grant authorized above, the City shall provide without cost to the Developer, at the sole discretion of the City, one or more the following: (1) waiver of construction-related City permits and fees, (2) utility taps, (3) sidewalks, (4) roll-off containers and two tips, and (4) demolition of existing structures.
- 4.02 In the event the Developer chooses not to use a participating eligible lender, the Developer is eligible to receive a fifteen (15%) percent incentive, payable at the time of closing of the final buyer. Additionally, the Developer is eligible to receive the incentives listed in 4.01(c).

*V. DEVELOPER'S OBLIGATIONS AND DUTIES*

The Developer shall perform or cause to be performed, the construction of the improvements set forth in **Exhibit A- "Public and Private Improvements"** on or before the expiration of this agreement. Additionally::

- 5.01 The Developer shall be a member of the Big Country Home Builder's Association as of the effective date of this Agreement, and during the term of this Agreement.
- 5.02 The Developer shall construct, at its expense, the improvements identified on **Exhibit A - "Public and Private Improvements"** in accordance with all applicable laws and regulations, including but not limited to the City's current residential building code and residential energy code.
- 5.03 The Developer shall purchase all building materials from a business located within the corporate boundaries of the City of Abilene, and pay all applicable local sales and use taxes to the City of Abilene. Upon request of the City, Developer shall promptly provide written documentation of compliance with this requirement, such written documentation being receipts or other documentation as agreed to by the City.
- 5.04 The Developer shall require the final buyer of the residence to sign an affidavit at closing that the buyer intends to occupy the residence as their legal homestead in the State of Texas and that it shall serve as their primary residence for a period of Two years following closing.

- 5.05 The Developer shall construct the new construction within the existing Neighborhood Empowerment Zones of the City, or shall receive written approval from the City Manager, or his or her designee to build the home on a specific lot north of South 27<sup>th</sup> Street.

*VI. CITY OBLIGATIONS AND DUTIES*

- 6.01 Pay the Economic Incentives to Developer pursuant to the terms and conditions of this Agreement.

*VII. DEFAULT*

- 7.01 If any party should default upon any terms or obligations with respect to this Agreement ("Defaulting Party"), the other party ("Complaining Party") shall provide written notice of the default and shall reasonably include the actions required to cure such default. If the Defaulting Party cures the default within thirty (30) days after notice of default is received ("Cure Period"), or commences to cure default within said thirty (30) days and diligently pursues the cure to its conclusion then this Agreement shall continue as if no default occurred.
- 7.02 In the event that the Defaulting Party fails to cure the default as required by Section 7.01 above, the Complaining Party may, by action or proceeding at law or in equity, be awarded damages and/or specific performance for such default, including reasonable attorney's fees and costs.

*VIII. GENERAL PROVISIONS*

- 8.01 **DEVELOPER COVENANTS AND AGREES TO AND DOES HEREBY FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM ALL CLAIMS, SUITS OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER WHETHER REAL OR ASSERTED, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES TO PERSONS OR PROPERTY, INCLUDING DEATH, RESULTING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE CONSTRUCTION OF THE PUBLIC IMPROVEMENTS. IN ADDITION, DEVELOPER COVENANTS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, SUITS OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF INJURIES OR DAMAGES TO PERSONS OR PROPERTY, INCLUDING DEATH, RESULTING FROM THE**

**FAILURE OF DEVELOPER OR ITS CONTRACTORS AND SUBCONTRACTORS TO PROPERLY SAFEGUARD THE WORK, ON ACCOUNT OF ANY ACTS, INTENTIONAL OR OTHERWISE, NEGLIGENCE OR MISCONDUCT OF DEVELOPER, ITS CONTRACTORS, SUBCONTRACTORS, AGENTS, SERVANTS OR EMPLOYEES.**

- 8.02 If any provision of this Agreement, or a portion thereof, or the application thereof to any person or circumstances shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Agreement, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 8.03 This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought under this Agreement shall be in Taylor County, Texas.
- 8.04 Developer shall not assign this Agreement without the express written consent of the City.
- 8.05 Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render any of said parties liable for the debts or obligations of any other of said parties.
- 8.06 Except as otherwise expressly provided herein, this Agreement may only be amended, modified or terminated by a declaration in writing, executed and acknowledged by all the parties to this Agreement.
- 8.07 This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein, and supersedes all prior discussions and agreements between the parties.
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- 8.09 In the event any legal proceeding is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action.

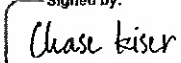
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AGREED:

DEVELOPER

**Abilene Custom Homes**  
**234 Spring Gap Ave**  
**Abilene, TX 79606**  
**325.669.2856**  
**Abilenecustomhomes@gmail.com**

\_\_\_\_\_  
\_\_\_\_\_

Signed by:  
  
By (signature): D9D7D8C5F6BB4F5...

Name (printed): Chase Kiser

Title: Principal

CITY OF ABILENE

*ATTEST:*

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
City Secretary

*APPROVED AS TO FORM:*

\_\_\_\_\_  
City Attorney

**NEW CONSTRUCTION ECONOMIC DEVELOPMENT AGREEMENT  
BETWEEN THE CITY OF ABILENE AND  
Abilene Custom Homes**

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This Economic Development Agreement ("Agreement") is effective as of the 21st day of November, 2024 ("Effective Date"), by and between Abilene Custom Homes ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

**RECITALS**

**WHEREAS**, the Developer has acquired, fee simple ownership of 2557 Bel Air Dr. in Abilene, Taylor County, Texas (the "Project Area"); and

**WHEREAS**, the governing body of the City of Abilene adopted Resolution 49-2016 and Resolution 129-2023 creating an Economic Development Program authorized by Chapter 380 of the Texas Local Government Code; and

**WHEREAS**, the governing body of the City of Abilene adopted Resolution 192-2023 and has created Rebuild ABI as an infill development incentive for new residential construction in certain target areas throughout the City; and

**WHEREAS**, the City desires to enter into this Agreement with the Developer in order to implement the Rebuild ABI economic development program developed by the City to enhance and expand the City's commercial, economic and employment base to the long-term interest and benefit of the City and the State of Texas; and

**WHEREAS**, it is anticipated that the development of the Project Area will have a direct and positive economic benefit to the City; and

**WHEREAS**, the City hereby finds that this Agreement embodies an eligible "project" and clearly promotes economic development in the City and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and is in the best interests of the City; and

**NOW THEREFORE**, in consideration of the foregoing premises and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

## I. AUTHORITY

- 1.01 The Agreement is authorized by state law, including but not limited Chapter 380 of the Texas Local Government Code, and is within the authority of the City and constitutes a legal and binding obligation of the City.
- 1.02 The Developer's execution and performance of this Agreement constitutes a valid and binding obligation of the Developer.
- 1.03 The factual recitals and findings set forth above are found to be true and correct for all purposes and are incorporated into this Agreement.

## II. DEFINITIONS

- 2.01. **Program** means the economic development program identified in Article IV herein and established by the City pursuant to this Agreement.
- 2.02. **Developer** means Abilene Custom Homes its successors or assigns.

## III. TERM

- 3.01 This Agreement shall be effective as of the date of execution of both parties. This Agreement shall remain in full force and effect until the earlier of: (A) each party hereto has completed their respective obligations hereunder; or (B) eighteen months from the Effective Date ("Term").

## IV. ECONOMIC DEVELOPMENT PROGRAM

- 4.01 Upon Developer's completion of its obligations and duties set forth in this Agreement, the City shall pay the Developer the following incentives:
  - a. Payable at the time of closing of the interim construction financing to the participating eligible lender, on behalf of the Developer, a ten (10%) percent equity contribution of the total interim financing needed for the single-family construction. Lender eligibility is based solely on City accepting the lender into the Rebuild ABI program.



- b. Payable at the time of closing of the final buyer, a five (5%) percent completion grant will be paid to the Developer, such grant being equal to five(5%) percent of the amount of the sales price of the home, and the home sales price shall not exceed a maximum price of \$203,000.00,
  - c. In addition to the equity contribution and completion grant authorized above, the City shall provide without cost to the Developer, at the sole discretion of the City, one or more the following: (1) waiver of construction-related City permits and fees, (2) utility taps, (3) sidewalks, (4) roll-off containers and two tips, and (4) demolition of existing structures.
- 4.02 In the event the Developer chooses not to use a participating eligible lender, the Developer is eligible to receive a fifteen (15%) percent incentive, payable at the time of closing of the final buyer. Additionally, the Developer is eligible to receive the incentives listed in 4.01(c).

#### *V. DEVELOPER'S OBLIGATIONS AND DUTIES*

The Developer shall perform or cause to be performed, the construction of the improvements set forth in **Exhibit A- "Public and Private Improvements"** on or before the expiration of this agreement. Additionally::

- 5.01 The Developer shall be a member of the Big Country Home Builder's Association as of the effective date of this Agreement, and during the term of this Agreement.
- 5.02 The Developer shall construct, at its expense, the improvements identified on **Exhibit A - "Public and Private Improvements"** in accordance with all applicable laws and regulations, including but not limited to the City's current residential building code and residential energy code.
- 5.03 The Developer shall purchase all building materials from a business located within the corporate boundaries of the City of Abilene, and pay all applicable local sales and use taxes to the City of Abilene. Upon request of the City, Developer shall promptly provide written documentation of compliance with this requirement, such written documentation being receipts or other documentation as agreed to by the City.
- 5.04 The Developer shall require the final buyer of the residence to sign an affidavit at closing that the buyer intends to occupy the residence as their legal homestead in the State of Texas and that it shall serve as their primary residence for a period of Two years following closing.

- 5.05 The Developer shall construct the new construction within the existing Neighborhood Empowerment Zones of the City, or shall receive written approval from the City Manager, or his or her designee to build the home on a specific lot north of South 27<sup>th</sup> Street.

*VI. CITY OBLIGATIONS AND DUTIES*

- 6.01 Pay the Economic Incentives to Developer pursuant to the terms and conditions of this Agreement.

*VII. DEFAULT*

- 7.01 If any party should default upon any terms or obligations with respect to this Agreement ("Defaulting Party"), the other party ("Complaining Party") shall provide written notice of the default and shall reasonably include the actions required to cure such default. If the Defaulting Party cures the default within thirty (30) days after notice of default is received ("Cure Period"), or commences to cure default within said thirty (30) days and diligently pursues the cure to its conclusion then this Agreement shall continue as if no default occurred.
- 7.02 In the event that the Defaulting Party fails to cure the default as required by Section 7.01 above, the Complaining Party may, by action or proceeding at law or in equity, be awarded damages and/or specific performance for such default, including reasonable attorney's fees and costs.

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- 8.01 DEVELOPER COVENANTS AND AGREES TO AND DOES HEREBY FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM ALL CLAIMS, SUITS OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER WHETHER REAL OR ASSERTED, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES TO PERSONS OR PROPERTY, INCLUDING DEATH, RESULTING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE CONSTRUCTION OF THE PUBLIC IMPROVEMENTS. IN ADDITION, DEVELOPER COVENANTS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, SUITS OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF INJURIES OR DAMAGES TO PERSONS OR PROPERTY, INCLUDING DEATH, RESULTING FROM THE**

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- 8.02 If any provision of this Agreement, or a portion thereof, or the application thereof to any person or circumstances shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Agreement, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 8.03 This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought under this Agreement shall be in Taylor County, Texas.
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- 8.05 Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render any of said parties liable for the debts or obligations of any other of said parties.
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- 8.07 This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein, and supersedes all prior discussions and agreements between the parties.
- 8.08 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.
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DEVELOPER

**Abilene Custom Homes**  
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**325.669.2856**  
**Abilenecustomhomes@gmail.com**

\_\_\_\_\_  
\_\_\_\_\_

By (signature): Signed by:  
*Chase Kiser*  
D9D7D8C5F6BB4F5...\_\_\_\_\_

Name (printed): Chase Kiser

Title: Principal

CITY OF ABILENE

*ATTEST:*

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
City Secretary

*APPROVED AS TO FORM:*

\_\_\_\_\_  
City Attorney

**NEW CONSTRUCTION ECONOMIC DEVELOPMENT AGREEMENT  
BETWEEN THE CITY OF ABILENE AND**

Abilene Custom Homes

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**RECITALS**

**WHEREAS**, the Developer has acquired, fee simple ownership of 2561 Bel Air Dr. in Abilene, Taylor County, Texas (the "Project Area"); and

**WHEREAS**, the governing body of the City of Abilene adopted Resolution 49-2016 and Resolution 129-2023 creating an Economic Development Program authorized by Chapter 380 of the Texas Local Government Code; and

**WHEREAS**, the governing body of the City of Abilene adopted Resolution 192-2023 and has created Rebuild ABI as an infill development incentive for new residential construction in certain target areas throughout the City; and

**WHEREAS**, the City desires to enter into this Agreement with the Developer in order to implement the Rebuild ABI economic development program developed by the City to enhance and expand the City's commercial, economic and employment base to the long-term interest and benefit of the City and the State of Texas; and

**WHEREAS**, it is anticipated that the development of the Project Area will have a direct and positive economic benefit to the City; and

**WHEREAS**, the City hereby finds that this Agreement embodies an eligible "project" and clearly promotes economic development in the City and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and is in the best interests of the City; and

**NOW THEREFORE**, in consideration of the foregoing premises and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

## I. AUTHORITY

- 1.01 The Agreement is authorized by state law, including but not limited Chapter 380 of the Texas Local Government Code, and is within the authority of the City and constitutes a legal and binding obligation of the City.
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- 2.01. **Program** means the economic development program identified in Article IV herein and established by the City pursuant to this Agreement.
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**Abilene Custom Homes**  
**234 Spring Gap Ave**  
**Abilene, TX 79606**  
**325.669.2856**  
**Abilenecustomhomes@gmail.com**

\_\_\_\_\_  
\_\_\_\_\_

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D9D7D8C5F6BB4F5... \_\_\_\_\_

Name (printed): Chase Kiser

Title: Principal

CITY OF ABILENE

*ATTEST:*

\_\_\_\_\_  
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\_\_\_\_\_  
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BETWEEN THE CITY OF ABILENE AND**

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By (signature) <sup>Signed by:</sup> Chase Kiser  
D9D7D8C5F69B4F5...  
Name (printed): Chase Kiser  
Title: Principal

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Abilene Custom Homes

---

This Economic Development Agreement ("Agreement") is effective as of the 21st day of November, 2024 ("Effective Date"), by and between Abilene Custom Homes ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

**RECITALS**

**WHEREAS**, the Developer has acquired, fee simple ownership of 2565 Bel Air Dr. in Abilene, Taylor County, Texas (the "Project Area"); and

**WHEREAS**, the governing body of the City of Abilene adopted Resolution 49-2016 and Resolution 129-2023 creating an Economic Development Program authorized by Chapter 380 of the Texas Local Government Code; and

**WHEREAS**, the governing body of the City of Abilene adopted Resolution 192-2023 and has created Rebuild ABI as an infill development incentive for new residential construction in certain target areas throughout the City; and

**WHEREAS**, the City desires to enter into this Agreement with the Developer in order to implement the Rebuild ABI economic development program developed by the City to enhance and expand the City's commercial, economic and employment base to the long-term interest and benefit of the City and the State of Texas; and

**WHEREAS**, it is anticipated that the development of the Project Area will have a direct and positive economic benefit to the City; and

**WHEREAS**, the City hereby finds that this Agreement embodies an eligible "project" and clearly promotes economic development in the City and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and is in the best interests of the City; and

**NOW THEREFORE**, in consideration of the foregoing premises and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

## I. AUTHORITY

- 1.01 The Agreement is authorized by state law, including but not limited Chapter 380 of the Texas Local Government Code, and is within the authority of the City and constitutes a legal and binding obligation of the City.
- 1.02 The Developer's execution and performance of this Agreement constitutes a valid and binding obligation of the Developer.
- 1.03 The factual recitals and findings set forth above are found to be true and correct for all purposes and are incorporated into this Agreement.

## II. DEFINITIONS

- 2.01. **Program** means the economic development program identified in Article IV herein and established by the City pursuant to this Agreement.
- 2.02. **Developer** means Abilene Custom Homes its successors or assigns.

## III. TERM

- 3.01 This Agreement shall be effective as of the date of execution of both parties. This Agreement shall remain in full force and effect until the earlier of: (A) each party hereto has completed their respective obligations hereunder; or (B) eighteen months from the Effective Date ("Term").

## IV. ECONOMIC DEVELOPMENT PROGRAM

- 4.01 Upon Developer's completion of its obligations and duties set forth in this Agreement, the City shall pay the Developer the following incentives:
  - a. Payable at the time of closing of the interim construction financing to the participating eligible lender, on behalf of the Developer, a ten (10%) percent equity contribution of the total interim financing needed for the single-family construction. Lender eligibility is based solely on City accepting the lender into the Rebuild ABI program.

- b. Payable at the time of closing of the final buyer, a five (5%) percent completion grant will be paid to the Developer, such grant being equal to five(5%) percent of the amount of the sales price of the home, and the home sales price shall not exceed a maximum price of \$203,000.00,
  - c. In addition to the equity contribution and completion grant authorized above, the City shall provide without cost to the Developer, at the sole discretion of the City, one or more the following: (1) waiver of construction-related City permits and fees, (2) utility taps, (3) sidewalks, (4) roll-off containers and two tips, and (4) demolition of existing structures.
- 4.02 In the event the Developer chooses not to use a participating eligible lender, the Developer is eligible to receive a fifteen (15%) percent incentive, payable at the time of closing of the final buyer. Additionally, the Developer is eligible to receive the incentives listed in 4.01(c).

*V. DEVELOPER'S OBLIGATIONS AND DUTIES*

The Developer shall perform or cause to be performed, the construction of the improvements set forth in **Exhibit A- "Public and Private Improvements"** on or before the expiration of this agreement. Additionally::

- 5.01 The Developer shall be a member of the Big Country Home Builder's Association as of the effective date of this Agreement, and during the term of this Agreement.
- 5.02 The Developer shall construct, at its expense, the improvements identified on **Exhibit A - "Public and Private Improvements"** in accordance with all applicable laws and regulations, including but not limited to the City's current residential building code and residential energy code.
- 5.03 The Developer shall purchase all building materials from a business located within the corporate boundaries of the City of Abilene, and pay all applicable local sales and use taxes to the City of Abilene. Upon request of the City, Developer shall promptly provide written documentation of compliance with this requirement, such written documentation being receipts or other documentation as agreed to by the City.
- 5.04 The Developer shall require the final buyer of the residence to sign an affidavit at closing that the buyer intends to occupy the residence as their legal homestead in the State of Texas and that it shall serve as their primary residence for a period of Two years following closing.

- 5.05 The Developer shall construct the new construction within the existing Neighborhood Empowerment Zones of the City, or shall receive written approval from the City Manager, or his or her designee to build the home on a specific lot north of South 27<sup>th</sup> Street.

*VI. CITY OBLIGATIONS AND DUTIES*

- 6.01 Pay the Economic Incentives to Developer pursuant to the terms and conditions of this Agreement.

*VII. DEFAULT*

- 7.01 If any party should default upon any terms or obligations with respect to this Agreement ("Defaulting Party"), the other party ("Complaining Party") shall provide written notice of the default and shall reasonably include the actions required to cure such default. If the Defaulting Party cures the default within thirty (30) days after notice of default is received ("Cure Period"), or commences to cure default within said thirty (30) days and diligently pursues the cure to its conclusion then this Agreement shall continue as if no default occurred.
- 7.02 In the event that the Defaulting Party fails to cure the default as required by Section 7.01 above, the Complaining Party may, by action or proceeding at law or in equity, be awarded damages and/or specific performance for such default, including reasonable attorney's fees and costs.

*VIII. GENERAL PROVISIONS*

- 8.01 **DEVELOPER COVENANTS AND AGREES TO AND DOES HEREBY FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM ALL CLAIMS, SUITS OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER WHETHER REAL OR ASSERTED, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES TO PERSONS OR PROPERTY, INCLUDING DEATH, RESULTING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE CONSTRUCTION OF THE PUBLIC IMPROVEMENTS. IN ADDITION, DEVELOPER COVENANTS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, SUITS OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF INJURIES OR DAMAGES TO PERSONS OR PROPERTY, INCLUDING DEATH, RESULTING FROM THE**

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- 8.02 If any provision of this Agreement, or a portion thereof, or the application thereof to any person or circumstances shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Agreement, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 8.03 This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought under this Agreement shall be in Taylor County, Texas.
- 8.04 Developer shall not assign this Agreement without the express written consent of the City.
- 8.05 Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render any of said parties liable for the debts or obligations of any other of said parties.
- 8.06 Except as otherwise expressly provided herein, this Agreement may only be amended, modified or terminated by a declaration in writing, executed and acknowledged by all the parties to this Agreement.
- 8.07 This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein, and supersedes all prior discussions and agreements between the parties.
- 8.08 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.
- 8.09 In the event any legal proceeding is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action.



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AGREED:

DEVELOPER

**Abilene Custom Homes**  
**234 Spring Gap Ave**  
**Abilene, TX 79606**  
**325.669.2856**  
**Abilenecustomhomes@gmail.com**

\_\_\_\_\_  
\_\_\_\_\_

By (signature): Signed by:  
Chase Kiser  
D9D7D8C5E69B4E5 \_\_\_\_\_

Name (printed): Chase Kiser

Title: Principal

CITY OF ABILENE

*ATTEST:*

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
City Secretary

*APPROVED AS TO FORM:*

\_\_\_\_\_  
City Attorney

**NEW CONSTRUCTION ECONOMIC DEVELOPMENT AGREEMENT  
BETWEEN THE CITY OF ABILENE AND**

Abilene Custom Homes

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**WHEREAS**, the Developer has acquired, fee simple ownership of 2569 Bel Air Dr. in Abilene, Taylor County, Texas (the "Project Area"); and

**WHEREAS**, the governing body of the City of Abilene adopted Resolution 49-2016 and Resolution 129-2023 creating an Economic Development Program authorized by Chapter 380 of the Texas Local Government Code; and

**WHEREAS**, the governing body of the City of Abilene adopted Resolution 192-2023 and has created Rebuild ABI as an infill development incentive for new residential construction in certain target areas throughout the City; and

**WHEREAS**, the City desires to enter into this Agreement with the Developer in order to implement the Rebuild ABI economic development program developed by the City to enhance and expand the City's commercial, economic and employment base to the long-term interest and benefit of the City and the State of Texas; and

**WHEREAS**, it is anticipated that the development of the Project Area will have a direct and positive economic benefit to the City; and

**WHEREAS**, the City hereby finds that this Agreement embodies an eligible "project" and clearly promotes economic development in the City and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and is in the best interests of the City; and

**NOW THEREFORE**, in consideration of the foregoing premises and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

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*V. DEVELOPER'S OBLIGATIONS AND DUTIES*

The Developer shall perform or cause to be performed, the construction of the improvements set forth in **Exhibit A- "Public and Private Improvements"** on or before the expiration of this agreement. Additionally::

- 5.01 The Developer shall be a member of the Big Country Home Builder's Association as of the effective date of this Agreement, and during the term of this Agreement.
- 5.02 The Developer shall construct, at its expense, the improvements identified on **Exhibit A - "Public and Private Improvements"** in accordance with all applicable laws and regulations, including but not limited to the City's current residential building code and residential energy code.
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AGREED:

DEVELOPER

**Abilene Custom Homes**  
**234 Spring Gap Ave**  
**Abilene, TX 79606**  
**325.669.2856**  
**Abilenecustomhomes@gmail.com**

\_\_\_\_\_  
\_\_\_\_\_

By (signature): Signed by:  
*Chase Kiser*  
D997D9C6F6BB4F5 \_\_\_\_\_

Name (printed): Chase Kiser

Title: Principal

CITY OF ABILENE

*ATTEST:*

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
City Secretary

*APPROVED AS TO FORM:*

\_\_\_\_\_  
City Attorney

**NEW CONSTRUCTION ECONOMIC DEVELOPMENT AGREEMENT  
BETWEEN THE CITY OF ABILENE AND**

Abilene Custom Homes

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**RECITALS**

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**WHEREAS**, the governing body of the City of Abilene adopted Resolution 49-2016 and Resolution 129-2023 creating an Economic Development Program authorized by Chapter 380 of the Texas Local Government Code; and

**WHEREAS**, the governing body of the City of Abilene adopted Resolution 192-2023 and has created Rebuild ABI as an infill development incentive for new residential construction in certain target areas throughout the City; and

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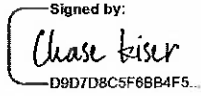
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**Abilene Custom Homes**  
**234 Spring Gap Ave**  
**Abilene, TX 79606**  
**325.669.2856**  
**Abilenecustomhomes@gmail.com**

\_\_\_\_\_  
\_\_\_\_\_

Signed by:  
  
D9D7D8C5F6BB4F5...

By (signature): \_\_\_\_\_

Name (printed): Chase Kiser

Title: Principal

CITY OF ABILENE

*ATTEST:*

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
City Secretary

*APPROVED AS TO FORM:*

\_\_\_\_\_  
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- 1.03 The factual recitals and findings set forth above are found to be true and correct for all purposes and are incorporated into this Agreement.

## II. DEFINITIONS

- 2.01. **Program** means the economic development program identified in Article IV herein and established by the City pursuant to this Agreement.
- 2.02. **Developer** means Abilene Custom Homes its successors or assigns.

## III. TERM

- 3.01 This Agreement shall be effective as of the date of execution of both parties. This Agreement shall remain in full force and effect until the earlier of: (A) each party hereto has completed their respective obligations hereunder; or (B) eighteen months from the Effective Date ("**Term**").

## IV. ECONOMIC DEVELOPMENT PROGRAM

- 4.01 Upon Developer's completion of its obligations and duties set forth in this Agreement, the City shall pay the Developer the following incentives:
  - a. Payable at the time of closing of the interim construction financing to the participating eligible lender, on behalf of the Developer, a ten (10%) percent equity contribution of the total interim financing needed for the single-family construction. Lender eligibility is based solely on City accepting the lender into the Rebuild ABI program.

- b. Payable at the time of closing of the final buyer, a five (5%) percent completion grant will be paid to the Developer, such grant being equal to five(5%) percent of the amount of the sales price of the home, and the home sales price shall not exceed a maximum price of \$203,000.00,
  - c. In addition to the equity contribution and completion grant authorized above, the City shall provide without cost to the Developer, at the sole discretion of the City, one or more the following: (1) waiver of construction-related City permits and fees, (2) utility taps, (3) sidewalks, (4) roll-off containers and two tips, and (4) demolition of existing structures.
- 4.02 In the event the Developer chooses not to use a participating eligible lender, the Developer is eligible to receive a fifteen (15%) percent incentive, payable at the time of closing of the final buyer. Additionally, the Developer is eligible to receive the incentives listed in 4.01(c).

*V. DEVELOPER'S OBLIGATIONS AND DUTIES*

The Developer shall perform or cause to be performed, the construction of the improvements set forth in **Exhibit A- "Public and Private Improvements"** on or before the expiration of this agreement. Additionally::

- 5.01 The Developer shall be a member of the Big Country Home Builder's Association as of the effective date of this Agreement, and during the term of this Agreement.
- 5.02 The Developer shall construct, at its expense, the improvements identified on **Exhibit A - "Public and Private Improvements"** in accordance with all applicable laws and regulations, including but not limited to the City's current residential building code and residential energy code.
- 5.03 The Developer shall purchase all building materials from a business located within the corporate boundaries of the City of Abilene, and pay all applicable local sales and use taxes to the City of Abilene. Upon request of the City, Developer shall promptly provide written documentation of compliance with this requirement, such written documentation being receipts or other documentation as agreed to by the City.
- 5.04 The Developer shall require the final buyer of the residence to sign an affidavit at closing that the buyer intends to occupy the residence as their legal homestead in the State of Texas and that it shall serve as their primary residence for a period of Two years following closing.

- 5.05 The Developer shall construct the new construction within the existing Neighborhood Empowerment Zones of the City, or shall receive written approval from the City Manager, or his or her designee to build the home on a specific lot north of South 27<sup>th</sup> Street.

*VI. CITY OBLIGATIONS AND DUTIES*

- 6.01 Pay the Economic Incentives to Developer pursuant to the terms and conditions of this Agreement.

*VII. DEFAULT*

- 7.01 If any party should default upon any terms or obligations with respect to this Agreement ("Defaulting Party"), the other party ("Complaining Party") shall provide written notice of the default and shall reasonably include the actions required to cure such default. If the Defaulting Party cures the default within thirty (30) days after notice of default is received ("Cure Period"), or commences to cure default within said thirty (30) days and diligently pursues the cure to its conclusion then this Agreement shall continue as if no default occurred.
- 7.02 In the event that the Defaulting Party fails to cure the default as required by Section 7.01 above, the Complaining Party may, by action or proceeding at law or in equity, be awarded damages and/or specific performance for such default, including reasonable attorney's fees and costs.

*VIII. GENERAL PROVISIONS*

- 8.01 DEVELOPER COVENANTS AND AGREES TO AND DOES HEREBY FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM ALL CLAIMS, SUITS OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER WHETHER REAL OR ASSERTED, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES TO PERSONS OR PROPERTY, INCLUDING DEATH, RESULTING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE CONSTRUCTION OF THE PUBLIC IMPROVEMENTS. IN ADDITION, DEVELOPER COVENANTS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, SUITS OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF INJURIES OR DAMAGES TO PERSONS OR PROPERTY, INCLUDING DEATH, RESULTING FROM THE**

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- 8.02 If any provision of this Agreement, or a portion thereof, or the application thereof to any person or circumstances shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Agreement, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 8.03 This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought under this Agreement shall be in Taylor County, Texas.
- 8.04 Developer shall not assign this Agreement without the express written consent of the City.
- 8.05 Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render any of said parties liable for the debts or obligations of any other of said parties.
- 8.06 Except as otherwise expressly provided herein, this Agreement may only be amended, modified or terminated by a declaration in writing, executed and acknowledged by all the parties to this Agreement.
- 8.07 This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein, and supersedes all prior discussions and agreements between the parties.
- 8.08 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.
- 8.09 In the event any legal proceeding is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.  
SIGNATURE PAGE FOLLOWS.]*

AGREED:

DEVELOPER

**Abilene Custom Homes**  
**234 Spring Gap Ave**  
**Abilene, TX 79606**  
**325.669.2856**  
**Abilenecustomhomes@gmail.com**

\_\_\_\_\_  
\_\_\_\_\_

Signed by:  
*Chase Kiser*  
D9D7D8C5F6BB4F5...

By (signature): \_\_\_\_\_

Name (printed): Chase Kiser

Title: Principal

CITY OF ABILENE

*ATTEST:*

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
City Secretary

*APPROVED AS TO FORM:*

\_\_\_\_\_  
City Attorney

**NEW CONSTRUCTION ECONOMIC DEVELOPMENT AGREEMENT  
BETWEEN THE CITY OF ABILENE AND**

Abilene Custom Homes

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This Economic Development Agreement ("Agreement") is effective as of the 21st day of November, 2024 ("Effective Date"), by and between Abilene Custom Homes ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

**RECITALS**

**WHEREAS**, the Developer has acquired, fee simple ownership of 2577 Bel Air Dr. in Abilene, Taylor County, Texas (the "Project Area"); and

**WHEREAS**, the governing body of the City of Abilene adopted Resolution 49-2016 and Resolution 129-2023 creating an Economic Development Program authorized by Chapter 380 of the Texas Local Government Code; and

**WHEREAS**, the governing body of the City of Abilene adopted Resolution 192-2023 and has created Rebuild ABI as an infill development incentive for new residential construction in certain target areas throughout the City; and

**WHEREAS**, the City desires to enter into this Agreement with the Developer in order to implement the Rebuild ABI economic development program developed by the City to enhance and expand the City's commercial, economic and employment base to the long-term interest and benefit of the City and the State of Texas; and

**WHEREAS**, it is anticipated that the development of the Project Area will have a direct and positive economic benefit to the City; and

**WHEREAS**, the City hereby finds that this Agreement embodies an eligible "project" and clearly promotes economic development in the City and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and is in the best interests of the City; and

**NOW THEREFORE**, in consideration of the foregoing premises and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:



## I. AUTHORITY

- 1.01 The Agreement is authorized by state law, including but not limited Chapter 380 of the Texas Local Government Code, and is within the authority of the City and constitutes a legal and binding obligation of the City.
- 1.02 The Developer's execution and performance of this Agreement constitutes a valid and binding obligation of the Developer.
- 1.03 The factual recitals and findings set forth above are found to be true and correct for all purposes and are incorporated into this Agreement.

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*V. DEVELOPER'S OBLIGATIONS AND DUTIES*

The Developer shall perform or cause to be performed, the construction of the improvements set forth in **Exhibit A- "Public and Private Improvements"** on or before the expiration of this agreement. Additionally::

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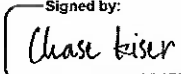
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AGREED:

DEVELOPER

**Abilene Custom Homes**  
**234 Spring Gap Ave**  
**Abilene, TX 79606**  
**325.669.2856**  
**Abilenecustomhomes@gmail.com**

\_\_\_\_\_  
\_\_\_\_\_

Signed by:  
  
By (signature): D9D7D8C5F6BB4F5...

Name (printed): Chase Kiser

Title: Principal

CITY OF ABILENE

*ATTEST:*

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
City Secretary

*APPROVED AS TO FORM:*

\_\_\_\_\_  
City Attorney