

**ECONOMIC DEVELOPMENT AND PERFORMANCE AGREEMENT  
BETWEEN THE MANSFIELD ECONOMIC DEVELOPMENT CORPORATION AND  
MOUSER ELECTRONICS, INC.**

This Economic Development Agreement ("Agreement") is made and entered into by and between Mouser Electronics, Incorporated and the Mansfield Economic Development Corporation (the "Corporation"), a nonprofit corporation organized under Title 12, Subtitle C-1 of the Texas Local Government Code, for the purposes and considerations stated below:

**RECITALS:**

1. Mouser owns and operates a manufacturing facility located at 1000 N. Main Street within the corporate limits of the City of Mansfield and desires to construct Mouser Way to benefit its Facilities.
2. The Corporation has determined and found that the expenditures of the Corporation under this Agreement are required and suitable for infrastructure necessary to promote and develop expanded business and industrial enterprises, and falls within the definition of a "project" as defined in Section 501.103 of the Texas Local Government Code.
3. The Corporation, which has determined that substantial economic benefit and the creation of new opportunities of employment will accrue to the City as a result of Mouser's construction of the Improvements (as hereinafter described), desires to have Mouser construct the Improvements. The value of the benefits of the Project will outweigh the amount of expenditures required of the Corporation under this Agreement.
5. The Corporation, to encourage the continued development and operation of the Facility, desires to participate in the funding of the cost to construct a portion of Mouser Way to aid and promote economic development in the City.

NOW THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. Authorization.**

This Agreement is authorized by Title 12, Chapters 501, and 504 of the Texas Local Government Code.

**2. Definitions.**

CAPITAL INVESTMENT means the costs of Improvements.

CITY means the City of Mansfield, Texas.

FACILITY means the property located at 1000 N. Main Street in Mansfield, Texas.

IMPROVEMENTS mean the construction of a portion of Mouser Way from House Road to Mouser Electronics Driveway as shown on the 14 page plan set designed by Jerry Parche Consulting Engineers dated \_\_\_\_\_, and shown on Exhibit "A" to include paving and drainage and water infrastructure.

PROJECT means the expenditure by the Corporation of up to Four Hundred Thousand Dollars (\$400, 000.00) to acquire necessary right of way and to reimburse Mouser for a portion of the costs of the Improvements.

### 3 **Term.**

This Agreement shall be effective as of the date of execution of all parties, and shall terminate when all obligations of the parties are complete.

### 4. **Covenants of Mouser.**

a. In consideration of Corporation agreeing to pay Mouser monies in accordance with the terms and conditions of this Agreement, Mouser agrees to:

- (1) Once the City has obtained the necessary right-of-way, construct the Improvements according to plans and specifications approved by the City.
- (2) The Improvements shall be conveyed to the City free and clear of all liens, encumbrances, assessments and restrictions. At the time of conveyance Mouser shall deliver to the City releases from the contractors, subcontractors and suppliers of material who have provided labor and materials for the Improvements showing they have paid for such labor and materials.

b. Mouser covenants and certifies that it does not and will not knowingly employ an undocumented worker as that term is defined by Section 2264.01 (4) of the Texas Government Code. In accordance with Section 2265.052 of the Texas Government Code, if Mouser or its branch, division, or department is convicted of a violation under 8 U.S.C. Section 1324a (f), Mouser shall repay to the Corporation the full amount of all payments made under Section 5 of this Agreement, plus ten percent (10%) per annum from the date such payment was made. Repayment shall be paid within one hundred twenty (120) days after the date Mouser receives notice of violation from the Corporation.

5. **Payments by Corporation.**

Corporation shall participate with Mouser in the cost of the Improvements not to exceed Four Hundred Thousand Dollars (\$400,000.00) to be paid, for actual costs incurred by Mouser upon satisfactory proof of the Capital Investment, within 30 days after the City accepts dedication of the Improvements, and submission to the Corporation of satisfactory documentation evidencing the expenditures for the Improvements.

6. **Improvements.**

Mouser shall be solely responsible for the construction of the Improvements according to the design specification provided by the City and shall comply with the November 2014 City of Mansfield Standard Construction Details and all regulations, building codes and other ordinances of the City applicable to the Improvements. The City will provide design services, construction staking, inspections and materials testing.

7. **Indemnification.**

MOUSER IN PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT IS ACTING INDEPENDENTLY, AND THE CORPORATION ASSUMES NO RESPONSIBILITIES OR LIABILITIES TO THIRD PARTIES IN CONNECTION WITH THE PROPERTY OR IMPROVEMENTS. MOUSER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CORPORATION, ITS OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, AND LIABILITY OF EVERY KIND, INCLUDING, BUT NOT LIMITED TO, EXPENSES OF LITIGATION OR SETTLEMENT, COURT COSTS, AND ATTORNEYS FEES WHICH MAY ARISE DUE TO ANY DEATH OR INJURY TO A PERSON OR THE LOSS OF USE, OR DAMAGE TO PROPERTY, ARISING OUT OF OR OCCURRING AS A CONSEQUENCE OF THE PERFORMANCE BY MOUSER OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING ANY ERRORS OR OMISSIONS, OR NEGLIGENT ACT OR OMISSION OF MOUSER, ITS OFFICERS, AGENTS OR EMPLOYEES.

8. **Access to Information.**

Mouser agrees to provide the Corporation access to information related to the construction of the Improvements and Project during regular business hours upon reasonable notice. The Corporation shall have the right to require Mouser to submit any reasonably necessary information, documents, invoices, receipts or other records to verify costs of the Improvements and capital expenditures related to the Property.

9. **General Provisions.**

a. **Mutual Assistance.** Mouser and the Corporation shall do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

b. **Representations and Warranties.** Mouser represents and warrants to the Corporation that it has the requisite authority to enter into this Agreement. Mouser represents and warrants to the Corporation that it will not violate any federal, state or local laws in operating the business, that all proposed Improvements shall conform to the applicable building codes, zoning ordinances and all other ordinances and regulations.

c. **Section or Other Headings.** Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

d. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the transaction contemplated herein.

e. **Amendment.** This Agreement may only be amended, altered, or revoked by written instrument signed by Mouser and the Corporation.

f. **Successors and Assigns.** This Agreement shall be binding on and insure to the benefit of the parties, their respective successors and assigns. Mouser may assign all or part of its rights and obligations hereunder only upon prior written approval of the Corporation, which approval shall not be unreasonably withheld or delayed.

g. **Notice.** Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing:

MOUSER : Mouser Electronics, Inc.  
Glenn Smith  
President & CEO  
1000 N. Main Street  
Mansfield, Texas 76063

CORPORATION: Director  
Mansfield Economic Development Corporation  
301 South Main Street  
Mansfield, Texas 76063

With a copy to: Betsy Elam  
Taylor, Olson, Adkins, Sralla & Elam, LLP  
6000 Western Place, Suite 200  
Fort Worth, Texas 76107

h. **Interpretation.** Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party.

i. **Applicable Law.** This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Tarrant County, Texas

j. **Severability.** In the event any provision of this Agreement is ruled illegal, invalid, or unenforceable by any court of proper jurisdiction, under present or future laws, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

k. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

l. **No Joint Venture.** Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties.

m. **Default.** If a party should default (the "Defaulting Party") with respect to any of its obligations hereunder and should fail, within thirty (30) days after delivery of written notice of such default from the other party (the "Complaining Party") to cure such default, the Complaining Party, by action or proceeding at law or in equity, may be awarded its damages and/or specific performance for such default.

n. **Covenant Running with the Land.** All rights, covenants, restrictions, burdens, privileges and charges, set forth in this Agreement shall exist at all times as long as this Agreement is in effect, among all parties having any right, title or interest in any portion of all of the Property.

o. **Force Majeure.** If either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder (other than the payment of money) by reason of strikes, lockouts, inability to procure materials, failure of power, governmental moratorium or other governmental action or inaction (including, failure, refusal or delay in issuing permits, approvals or authorizations), injunction or court

order, terrorist attacks, riots, insurrection, war, fire, earthquake, flood or other natural disaster or other reason of a like nature not the fault of the party delaying in performing work or doing acts required under the terms of this Agreement (but excluding delays due to financial inability), then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, provided that the foregoing shall not be applicable to any payment obligation of either party under this Agreement.

**MANSFIELD ECONOMIC  
DEVELOPMENT CORPORATION**

By: \_\_\_\_\_

Larry Klos, President

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Board Secretary

APPROVED AS TO FORM AND LEGALITY:

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

**MOUSER**

By: \_\_\_\_\_

Glenn Smith, President & CEO

Date: \_\_\_\_\_

# EXHIBIT "A"

