

JOHNSON COUNTY COMMISSIONERS COURT

Filed For Record 11:38 Am



APR 12 2022

RICK BAILEY
Commissioner Pct. #1

ROGER HARMON
County Judge

MIKE WHITE
Commissioner Pct. #3

KENNY HOWELL
Commissioner Pct. #2

By SF Deputy Assistant to Commissioner's Court
Becky Ivey, County Clerk
Johnson County Texas

PAULA REID
Assistant to Commissioner's Court

LARRY WOOLLEY
Commissioner Pct. #4

THE STATE OF TEXAS

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§
§

ORDER #2022-22

COUNTY OF JOHNSON

COMMISSIONERS COURT ORDER RELEASING IRREVOCABLE LETTER OF CREDIT NUMBER 69 FROM DOUBLESIDE PROPERTIES, LLC, FOR THE SUM OF \$323,142.00, SECURED BY CAPTEX BANK, FOR THE CONSTRUCTION OF ROADS, STREETS, DRAINAGE AND SIGNAGE FOR CONRNERSTONE POINTE PHASE II, IN PRECINCT #1

The Johnson County Commissioners Court met on April 11, 2022 in regular session for the consideration of the release of IRREVOCABLE LETTER OF CREDIT NUMBER 69 from Doubleside Properties, LLC for the sum of \$323,142.00, secured by CapTex Bank, for the Construction of Roads, Streets, Drainage and Signage for Cornerstone Pointe Phase II, in Precinct #1.


A motion was made by Commissioner Bailey, Pct. #1 and seconded by Commissioner Howell, Pct. #2 that: "The Commissioners Court find that construction of roads, streets, drainage and signage for **Cornerstone Pointe Phase II**, in Precinct #1, has been completed as set forth in the subdivision plat and associated construction drawings and documents submitted to the County at or prior to the approval of the subdivision and the IRREVOCABLE LETTER OF CREDIT NUMBER 69 issued by CapTex Bank securing such construction should be released."


Said motion was approved by a vote of the Commissioners Court on the 11th day of April, 2022.


NOW THEREFORE BE IT RESOLVED AND ORDERED:

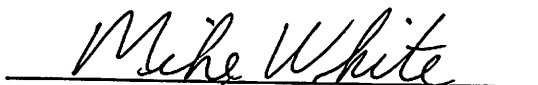
The Commissioners Court of Johnson County, Texas does hereby enter this Order to release IRREVOCABLE LETTER OF CREDIT NUMBER 69 from Doubleside Properties, LLC for the sum of \$323,142.00, secured by CapTex Bank, for the Construction of Roads, Streets, Drainage and Signage for Cornerstone Pointe Phase II, in Precinct #1 and the obligations of CapTex Bank related thereto.

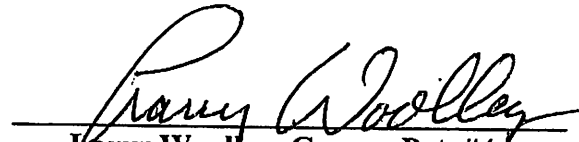
WITNESS OUR HAND THIS, THE 11TH DAY OF APRIL, 2022.

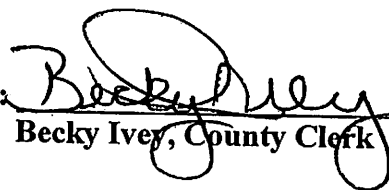

Roger Harmon, Johnson County Judge
Voted: yes, no, abstained


Rick Bailey, Comm. Pct. #1
Voted: yes, no, abstained


Kenny Howell, Comm. Pct. #2
Voted: yes, no, abstained


Mike White, Comm. Pct. #3
Voted: yes, no, abstained


Larry Woolley, Comm. Pct. #4
Voted: yes, no, abstained

ATTEST: 
Becky Ivey, County Clerk



APR 11 2022

Approved

REQUEST FOR AGENDA PLACEMENT FORM

Submission Deadline - Tuesday, 12:00 PM before Court Dates

SUBMITTED BY: Jennifer VanderLaan **TODAY'S DATE:** April 5, 2022

DEPARTMENT: Public Works

SIGNATURE OF DEPARTMENT HEAD: _____

REQUESTED AGENDA DATE: April 11, 2022

SPECIFIC AGENDA WORDING:

Consideration of Order 2022-22 Releasing Irrevocable Letter of Credit Number 69 from Doubleside Properties, LLC for the sum of \$323,142.00, secured by CapTex Bank, for the Construction of Roads, Streets, Drainage, and Signage for Cornerstone Pointe Phase 2, in Precinct #1 - Public Works Department

PERSON(S) TO PRESENT ITEM: Jennifer VanderLaan

SUPPORT MATERIAL: (Must enclose supporting documentation)

TIME: minutes	ACTION ITEM: <u>X</u>
	WORKSHOP _____
(Anticipated number of minutes needed to discuss item)	CONSENT: _____
	EXECUTIVE: _____

STAFF NOTICE:

COUNTY ATTORNEY: _____	IT DEPARTMENT: _____
AUDITOR: _____	PURCHASING DEPARTMENT: _____
PERSONNEL: _____	PUBLIC WORKS: <u>X</u>
BUDGET COORDINATOR: _____	OTHER: _____

*****This Section to be Completed by County Judge's Office*****

ASSIGNED AGENDA DATE: _____

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE _____

COURT MEMBER APPROVAL _____ Date _____

Borrower: DOUBLESIDE PROPERTIES, LLC
3045 Lackland Rd
Fort Worth, TX 76116

Lender: CapTex Bank
106 Hamilton St.
PO Box 4
Trenton, TX 75490

Beneficiary: Roger Harmon, County Judge, or His Successor
Johnson County Courthouse
2 N Main St
Cleburne, TX 76033

NO.: 69

EXPIRATION DATE. This letter of credit shall expire upon the earlier of the close of business on April 30, 2022 and all drafts and accompanying statements or documents must be presented to Lender on or before that time, or the day that Lender honors a draw under which the full amount of this Letter of Credit has been drawn (the "Expiration Date").

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Three Hundred Twenty-Three Thousand One Hundred Forty-Two & 00/100 Dollars (\$323,142.00) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lenders receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS. EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions; Each Draft must be accompanied by the following, an original and two copies except as stated:

- A) The original Letter of Credit, together with any amendments.
- B) A signed draft drawn by Beneficiary on Lender and marked "DRAWN UNDER CAPTEX BANK IRREVOCABLE LETTER OF CREDIT NO. 69."
- C) A signed and dated statement by Beneficiary reading as follows: "DOUBLESIDE PROPERTIES, LLC, HAS, AFTER DUE NOTICE, FAILED TO CONSTRUCT ROADS, STREETS, DRAINAGE/ DRAINAGE WAYS OR SIGNAGE ON THAT CERTAIN TRACT OF LAND TO BE SUBDIVIDED AS CORNERSTONE POINTE, PHASE II, AN ADDITION TO JOHNSON COUNTY, TEXAS AS DESCRIBED MORE PARTICULARLY BELOW, BY JANUARY 30, 2022. IN ACCORDANCE WITH THE SPECIFICATIONS CONTAINED IN THE SUBDIVISION RULES AND REGULATIONS OF JOHNSON COUNTY, TEXAS AS AMENDED AND APPROVED ON NOVEMBER 14, 2011, AND FURTHER AMENDED THROUGH JANUARY 25, 2021, AND IN CONFORMANCE THE PLAT APPROVED BY THE JOHNSON COUNTY COMMISSIONERS COURT."

The land to be subdivided as Cornerstone Pointe, Phase II, is described generally as approximately 33.518 acres of land located in the Johnson County Land School Survey, Abstract No, 443, Johnson County, Texas.

CONSTRUCTION OF ROADS, STREETS, DRAINAGE, DRAINAGE WAYS AND SIGNAGE. Any and all roads, streets, drainage ways and signage shall be constructed on that certain tract of land to be subdivided as Cornerstone Pointe, Phase II by January 30, 2022, in accordance with the specifications contained in the subdivision rules and regulations of Johnson County, Texas as amended and approved on November 14, 2011, and further amended through January 25, 2021, and in conformance with the plat approved by the Johnson County Commissioners Court.

Upon Lenders honor of such drafts, Lender shall be fully discharged of Lenders obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credits maximum drawing amount.

USE RESTRICTIONS. All drafts must be marked "DRAWN UNDER CAPTEX BANK IRREVOCABLE LETTER OF CREDIT NO. 69 DATED September 30, 2021" and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon, in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

PERMITTED TRANSFEREES. The right to draw under this Letter of Credit shall be nontransferable except for:

A. A transfer (in its entirety, but not in part) by direct operation of law to the administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative at law of the original Beneficiary, and

B. The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

TRANSFEREES REQUIRED DOCUMENTS. When the presenter is a permitted transferee (i) by operation of law or (ii) a third-party receiving transfer from a legal representative, as described above, the documents required for a draw shall include a certified copy of the one or more documents which show the presenter's authority to claim through or to act with authority for the original Beneficiary.

COMPLIANCE BURDEN. Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

NON-SEVERABILITY. If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Texas without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Texas.

EXPIRATION. Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above. Dated: September 30, 2021.

LENDER:

CapTex Bank

By: Cole Loft
Authorized Officer

ENDORSEMENT OF DRAFTS DRAWN:

Date	Negotiated BV	Amount In Words	Amount In Figures
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