FILED FOR RECORD
at _____ o'clock ____M.

JAN 25 2021

MARK STAPLES
County Clerk, Anderson County, Texas
By _____ Deputy

CHAPTER 381 ECONOMIC DEVELOPMENT, PERFORMANCE, AND REIMBURSEMENT AGREEMENT

BETWEEN

ANDERSON COUNTY, TEXAS,

AND

THE OVERLOOK LIFESTYLE APT HOMES LLC,
A Texas Limited Liability Company,

STATE OF TEXAS §
§
COUNTY OF ANDERSON §

This Chapter 381 Economic Development Agreement, Performance and Reimbursement Agreement, hereinafter referred to as the "Agreement," is made and entered into by and between Anderson County, Texas ("County") and The Overlook Lifestyle Apt Homes, a Texas Limited Liability Company ("Company") hereinafter collectively referred to as the "Parties" and sometimes individually referred to as a "Party."

RECITALS

WHEREAS, Texas Local Government Code Section 381.004 and Article III, Section 52-a, of the Texas Constitution authorizes the County to establish an economic development program ("Program") whereby the County agrees to grant public monies to the Company, in the form of qualifying ad valorem tax incentive payments during an incentive term, to advance the public purposes of stimulating business and commercial activity in the County, developing and diversifying the County's economy, reducing County and State unemployment or underemployment, and developing or expanding transportation and commerce to and through the County; and

WHEREAS, luxury housing is necessary to a community like Anderson County, and specifically Palestine, Texas, that is working to attract qualified persons for high-end employment opportunities that are available but remaining unfilled, and

WHEREAS, the County desires and this Agreement is intended to encourage the Company to select Anderson County, and specifically Palestine, Texas as the site for its proposed redevelopment of property along the Loop 256 corridor through the construction of new multi-family residential housing which will attract and stimulate new retail and commercial development throughout the County as well as attract new and retain primary employment within the County; and

WHEREAS, the Company has or intends to acquire approximately 15.05-acres of land located in the northwest corridor of Loop 256 for development of the Overlook apartment project as depicted on the attached Exhibit "A" (the "Property"); and

WHEREAS, the Company plans to construct substantial improvements to the Property, specifically an approximate 152-unit multi-family luxury apartment community known as The Overlook Apartments, as reflected on the site plan attached hereto as Exhibit "B" and referred to herein as the "Project;" and

WHEREAS, the Company's proposed Project will also constitute a major economic investment in the redevelopment of the Property which will provide much needed new multi-family residential housing and attract new retail and commercial development; and

WHEREAS, the County recognizes the positive economic impact that the Project will bring to the County through the redevelopment and diversification of the local economy, the creation of new multi-family housing units, and the attraction of other new businesses to the County and thereby the reduction of unemployment through the creation of new jobs or underemployment through the retention of existing jobs, and the retention and growth of the ad valorem tax revenue generated by the Project; and

WHEREAS, in accordance with Chapter 381, Texas Local Government Code, and Article III, Section 52-a, of the Texas Constitution, the County may establish and provide for the administration of a program for the making of loans or grants of public money and providing personnel and services to promote state or local economic development and to stimulate business and commercial activity in the municipality; and

WHEREAS, consistent with Chapter 381, Texas Local Government Code, and Article III, Section 52-a, of the Texas Constitution and other applicable law, the County hereby establishes an economic development program whereby the County agrees to make a grant of public money to the Company, in the form of economic incentive payments for ad valorem real property tax sharing incentives, to advance the public purposes of developing and diversifying the economy of the County, reducing unemployment or underemployment in the County and the State of Texas, stimulating business and commercial activity in the County, and developing or expanding transportation and commerce to and through the County; and

WHEREAS, the County hereby concludes that this Agreement promotes economic development in the County and, as such, meets the requirements under the law for an economic development program for which a grant of public money is allowed, and, further, is in the best interest of the County and the surrounding community; and

WHEREAS, the Company has agreed to satisfy and comply with the terms and conditions of this Agreement in exchange for and as consideration for economic development funding and incentives from the County in the form of economic incentive payments for ad valorem real property tax sharing incentives; and

WHEREAS, the County and the Company each agree that the provisions of this Agreement substantially advance a legitimate interest of the County by expanding the tax base of the County, creating housing, increasing employment, and stimulating economic development; and

WHEREAS, the County has determined that it is duly authorized by the Constitution and laws of the State of Texas and its County Charter to enter into this Agreement, and the Company has determined that it is duly authorized by its officer(s) to enter into this Agreement, and each have further determined that the terms, provisions, and conditions hereof are mutually fair and advantageous to each; and

WHEREAS, on the Effective Date, the commitments contained in this Agreement shall become legally binding obligations enforceable against the Parties; and

WHEREAS, the recitals as set forth above are declared true and correct and are hereby incorporated as part of this Agreement; and

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual benefits and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the County and Overlook each agree as follows:

ARTICLE 1.

DEFINITIONS

1.1 The terms "**Agreement,**" "**County**" and "**Company**" shall have the meanings provided for them in the Recitals above. Except as may be otherwise defined, or if the context clearly requires otherwise, capitalized terms and phrases as used in this Agreement shall have the meanings as follow:

1.2. **"Event of Bankruptcy or Insolvency"** means the dissolution, termination or liquidation of the Company's existence as a going business (but not in connection with a merger or other corporate reorganization), the reorganization of the Company as part of a bankruptcy proceeding, insolvency, or the appointment of a receiver for any significant part of the Company's Property.

1.3. **"Economic Development Funds"** means any payment of public monies the Company receives from the County in the form of one or more incentive payments for the reimbursement of County Ad Valorem Property Tax Collections in the form of a County Ad Valorem Property Tax Payment.

1.4. **"Effective Date"** means the date this Agreement is executed by the last Party to execute this Agreement.

1.5. **"County Ad Valorem Property Tax Collections"** means and includes all ad valorem tax obligations currently imposed upon the Property and collected by the County for the tax years occurring during the Economic Incentive Term.

1.6. **"County Ad Valorem Property Tax Payment"** means that amount of the County Ad Valorem Property Tax Collections that is actually paid by or on behalf of the Company as a result of Anderson County Appraisal District's ad valorem tax appraisal on the Property for which the Company is eligible for reimbursement in the form of one or more reimbursement grants according to the payment schedule in Table 1.

1.7. **"Program"** means the economic development program established by the County pursuant to Chapter 381 of the Texas Local Government Code to promote local economic development, create housing, increase local use tax revenue, and stimulate business and commercial activity within the County.

1.8. **"Project"** means the Company's planned construction of substantial improvements to the Property, specifically a 152-unit multi-family luxury apartment complex known as "The Overlook Apartments", located within the County and as reflected in the site plan attached hereto as Exhibit "B" for the purpose of creating new multi-family residential housing inventory which will have the secondary effect of attracting new retail and commercial development to the Property.

1.9. **"Property"** means the real property located along the northwest corridor of Loop 256 more particularly described as a 15.05-acre tract of land, comprised of the following parcels located with Anderson County Appraisal District:

1.9.1. East Loop Industrial Park, Block A, Tract 2 for a total of 7.949 acres;

1.9.2. Academy, Lot 1A for a total of 0.5960 acres; and

1.9.3. East Loop Industrial Park, Block A, Lots 1, 2 and 3.

1.10. **"Economic Incentive Term"** means the term beginning on January 1st of the year after which the City issues a final Certificate of Occupancy for the Project and continuing for three (3) years thereafter.

1.11. **"Undocumented Worker"** means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States.

ARTICLE 2.

TERM

2.1 This Agreement shall commence on the Effective Date and, unless sooner terminated pursuant to any other provisions of this Agreement, shall terminate upon the County

issuing to the Company its final disbursement of Economic Development Funds for the County Ad Valorem Property Tax Payment according to the terms and conditions for the payment of same as contemplated by this Agreement.

ARTICLE 3.

CONDITIONS PRECEDENT

3.1 The County and the Company each agree that as a condition of this Agreement and any Economic Development Funds resulting therefrom, the Company must comply with the following terms and conditions:

3.1.1 the Company shall purchase or otherwise close on the Property and provide the County with a copy of the Warranty Deed(s) evidencing the conveyance of the Property to the Company within thirty (30) days of the Property acquisition and the surveys providing a legal description, by metes and bounds, of the Property acquired; and

3.1.2 the Company shall construct, market, operate and maintain 152 market-rate multi-family luxury residential units on the Property; and

3.1.3 the Company must tender all plans for any improvements to the Property to the City of Palestine for review and approval, obtain all necessary permits as required by the City of Palestine's Code of Ordinances, and comply with all development regulations including, but not limited to, the City of Palestine's zoning code, and comply in all material respects with any other reasonable terms or conditions established or otherwise imposed by the County that are consistent with terms and conditions imposed by the County on other parties seeking similar economic development assistance; and

3.1.4. The Company must promptly pay when due all ad valorem property taxes levied by the County in conjunction with the Project.

3.1.5. To the greatest extent required by law, the Company's Project, during development, construction and operation, shall comply with all local, state and federal laws and environmental regulations.

3.2 As a further condition precedent to this Agreement, the Company hereby certifies the following:

3.2.1. Pursuant to Chapter 2271, Texas Government Code, the Company certifies that neither the Company nor its subsidiaries or affiliates do not boycott Israel and will not boycott Israel during the term of this Agreement; and

3.2.2. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, the Company certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization.

ARTICLE 4.

ESTIMATED VALUE OF AGREEMENT

4.1 The Company agrees to construct substantial improvements to the Property, specifically an approximate 152-unit multi-family luxury apartment complex pursuant to the engineering, construction and other related development plans approved by the City (subject to reasonable modification so long as such modifications do not materially change the scope of the proposed improvements) and operate, or cause to be operated, the apartment complex known as "The Overlook Lifestyle Apartment Homes" as contemplated by the Project.

4.2 The Company estimates that the Project will generate new temporary construction jobs, as well as primary employment jobs that will be available in the County in addition to those already existing primary employment jobs that will be retained.

4.3 Based on information provided by the Company, the County estimates that the Project will generate moderate to substantial growth in the number and quality of apartment complex units for residential tenants within the Property thereby stimulating secondarily an increase in sales tax collections within the County. the Company estimates that it will make an estimated capital investment of Thirteen Million Dollars and NO/100s ($13,000,000.00) to development and construct the Project based on the Company's economic development incentive documents attached hereto as Exhibit "C."

4.4 The County acknowledges and agrees that the estimates and other information provided by the Company are projections only and the Company has not guaranteed any specific increase in ad valorem property or sales tax revenues as a condition precedent to this Agreement.

4.5. The maximum value of the Economic Development Funds available from the County pursuant to this Agreement is One Hundred Thousand Dollars and NO/100s ($100,000.00).

ARTICLE 5.

CONDITIONAL ECONOMIC INCENTIVE PAYMENTS FOR COUNTY AD VALOREM TAX COLLECTIONS

Ad Valorem Real Property Tax Collections:

5.1 After the Effective Date and subject to the Company's compliance with this Agreement, the County agrees to provide the Company with Economic Development Funds in the form of one or more economic incentive payments that reimburses the Company for a maximum

stated amount of the County Ad Valorem Property Tax Collections the County actually collects from the Company's Property during the Economic Incentive Term.

5.2 In order to obtain the economic incentive payments pledged by the County, the Company shall submit an application for economic incentive payment to the County reflecting proof of the Company's payment for its ad valorem taxes due on the Property for each year occurring during the three-year Economic Incentive Term which is subject to consideration. The County or its designee may independently verify the Company's payment of the ad valorem taxes subject to consideration prior to the County tendering the economic incentive payment to the Company. The economic incentive payment will be paid within sixty (60) days after the Company's submission of its reimbursement application unless the County finds that the Company has not complied with its obligations under this Agreement.

5.3 In order to identify the amount of County Ad Valorem Property Tax Collections the Company paid on the Property for each year during the three-year Economic Incentive Term described in Table 1 below, the County shall be responsible for gathering the County Ad Valorem Property Tax Collections information from Anderson County Tax Appraiser.

Table 1. Economic Incentive Payment Schedule ($100,000.00 max total)

COUNTY AD VALOREM PROPERTY TAX ECONOMIC INCENTIVE PAYMENT SCHEDULE

Tax Year Subject to Incentive Payment	County Ad Valorem Tax Collections Qualifying for Incentive Payment	Incentive Amount
Year 1 (2022)	All ad valorem real property tax collected by the County on the Property	Up to $33,333.33
Year 2 (2023)	All ad valorem real property tax collected by the County on the Property	Up to $33,333.33
Year 3 (2024)	All ad valorem real property tax collected by the County on the Property	Up to $33,333.34

ARTICLE 6.

LIABILITY

6.1 By executing this Agreement, the Company assumes no obligation, duty or other responsibility with regard to any governmental function or service for which the County is responsible that is not otherwise addressed by this Agreement. In addition, the Company assumes no legal liability for the actions of the County through the execution of this Agreement. Likewise, the County assumes no obligation, duty or other responsibility with regard to any duty, right, obligation or responsibility associated with the Project for which the Company is responsible. In addition, the County assumes no legal liability for the actions of the Company or a branch, division,

department, subsidiary, affiliate or franchisee of the Company by virtue of its execution of this Agreement.

6.2 Each Party to this Agreement agrees that it shall have no liability for the actions or omissions of the employees, agents, directors, officers, members, stockholders or trustees of any other Party, and each Party is solely responsible for the actions and omissions of its own employees, agents, directors, officers, members, stockholders or trustees.

ARTICLE 7.

DEFAULT AND TERMINATION

7.1. The Company acknowledges the County may terminate this Agreement and withhold all economic incentive payments if the County determines that the Company's certifications in Section 3.2.1 or 3.2.2 are inaccurate in any way at any time during the term of this Agreement. In the event the County determines that the Company breached its certifications in Section 3.2.1 or 3.2.2, then the Company shall repay the full amount of any economic incentive payments that the Company has up to that time received from the County not later than one hundred twenty (120) days after receipt of the County's demand for payment. There is no cure for the Company's breach of Sections 3.2.1 or 3.3.2 of this Agreement.

7.2. Notwithstanding Section 7.1 hereof, a Party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such Party fails to materially perform, observe, or comply with any of its covenants, agreements, or obligations hereunder or breaches or violates any of its representations contained in this Agreement and such failure, breach or violation continues for ninety (90) days after written notice by a non-defaulting Party to the defaulting Party of such failure, breach or violation.

7.3. The Company shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if the Company experiences during the term of this Agreement an Event of Bankruptcy or Insolvency that is not cured within ninety (90) days from the date the Company receives a written notice of breach from the County. In the event the Company fails to timely cure its Event of Bankruptcy or Insolvency, then the Company shall repay the full amount of any reimbursement grant(s) that the Company has up to that time received from the County not later than one hundred twenty (120) days after the date for cure expired.

7.4 During the term of this Agreement, the Company agrees not to knowingly employ any Undocumented Worker as defined herein and according to Tex. Gov't. Code Sec. 2264.001. If after receiving any Economic Development Funds qualifying as a public subsidy and on or prior to the Company receiving the last County Ad Valorem Property Tax Payment in Year 3 according to the terms and conditions for the payment of same as contemplated by this Agreement, the Company, or a branch, division, or department of the Company, is convicted of a violation under 8 U.S.C. § 1324a(f), the Company shall repay the full amount of any Economic Development Funds received by the Company from the County as of the date of such violation not later than one hundred twenty (120) days after the date the Company is convicted.

7.5 Any event of default by the Company that triggers an obligation by the Company to repay the County shall include an interest payment accruing from the later of the date any Economic Development Funds were paid to the Company or the date of the violation giving rise to the right to recover such Economic Development Funds from the Company, at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the County) as its prime or base commercial lending rate. The payment of interest shall be as if it had been accruing from the later of the date the Economic Development Funds were paid to the Company or the date of the violation giving rise to the right to recover such Economic Development Funds until the date the Economic Development Funds are repaid to the County.

7.6 This Agreement shall terminate upon the earlier of the following events:

7.6.1 The date upon which the County issues to the Company its final disbursement of Economic Development Funds for the County Ad Valorem Property Tax Payment, or

7.6.2. The date upon which the Company closes on the sale of the Project to a third-party that is not the result of condemnation (or deed in lieu thereof), granting easements necessary for the further use and development of the Property for an apartment complex or other retail shopping sites, execution of commercially reasonable leases contemplated by this Agreement or transfer to a wholly owned subsidiary; or

7.6.3. The expiration of the date by which the Company had to cure an event of default associated with this Agreement.

7.7. Following the termination of this Agreement, the County shall not be responsible for any further payment of Economic Development Funds that may be due or that may become due under this Agreement.

ARTICLE VIII.

NOTICES

8.1 Any notice given under this Agreement must be in writing and may be given (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified at the address set forth below, or at the last address for notice that the sending Party has for the receiving Party at the time of mailing, and with all charges prepaid; (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery," addressed to the Party to be notified and with all charges prepaid; (iii) by personally delivering it to the Party, or any agent of the Party listed in this Agreement; or (iv) by facsimile with confirming copy sent by one of the other described methods for notice set forth in this sentence. Notice by United States

mail as provided in (i) will be deemed delivered, whether or not actually received, three (3) days after the date of mailing. Payments to any Party shall be made by check at the address set forth below (without copies), unless timely notice of change of address is given to a Party in writing. For purposes of this Article VIII, the addresses of the Parties will, until changed as provided in Sec. 8.2 below, be as follows:

Company:	The Overlook Lifestyle Apt Homes Attention: Marie C. Freeman Managing Partner 13770 Noel Road #803424 Dallas, Texas 75240 Email: marie@ejtjventures.com
with a copy to:	Scheef & Stone, LLP Attention: Gardner Savage 500 N. Akard Street, Suite 2700 Dallas, Texas 75201 Email: gardner.savage@solidcounsel.com
County:	Anderson County Commissioner's Court Attention: Lesa Lambright, Asst. to County Judge 703 N. Mallard St., Suite 101 Palestine, Texas 75801 Email: llambright@co.anderson.tx.us
with a copy to:	Palestine Economic Development Corporation Attention: Lisa Denton, Executive Director 100 Willow Creek Parkway, Suite A Palestine, Texas 75801 Email: ldenton@palestine-tx.org

8.2 Either Party may designate a different address by giving the other Party ten (10) days written notice.

ARTICLE 9.

DISCLAIMER

9.1 Nothing herein shall confer upon any person, firm or other entity other than the Parties hereto any benefit or any legal or equitable right, remedy or claim under this Agreement. All obligations hereunder of the Parties hereto shall be binding upon their respective successors and assigns.

9.2 No rights, duties, obligations, interest or options of a Party under this Agreement may be assigned or otherwise made available to a third party.

ARTICLE 10.

SEVERABILITY AND SURVIVAL OF AGREEMENT

10.1 If any provision or application of this Agreement shall be held illegal, invalid or unenforceable by any court with competent jurisdiction, the invalidity of such provision shall not affect or impair any of the remaining provisions of this Agreement.

ARTICLE 11.

GOVERNING LAW & IMMUNITY

11.1 This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas. It is further understood and agreed that any dispute arising out of or related to this Agreement shall be resolved in a court of competent jurisdiction in Anderson County, Texas. Nothing in this Agreement shall constitute a waiver by the County of its governmental or sovereign immunity. Nothing in this Agreement shall be construed as express or implied consent by the County to being sued.

ARTICLE 12.

MISCELLANEOUS PROVISIONS

12.1. Complete Agreement/Amendment. This Agreement, and the accompanying Acknowledgments and Exhibits which are attached hereto and incorporated by reference, represents a complete agreement of the Parties and supersedes all prior written and oral matter related to this Agreement. This Agreement may be canceled, changed, modified or amended in whole or in part only by written agreement by and between the Parties. Where any ambiguity or discrepancy exists between these terms and conditions of the Agreement and those in any attached Exhibits, the terms and conditions of this Agreement shall control.

12.2. Assignment. This Agreement shall not be assigned to a third-party without the written approval of the Parties.

12.3. No Third-Party Beneficiaries. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.

12.4. Confidentiality. The County and each of its respective officers and employees, and each of its respective agents or contractors who may be retained to perform economic development services for the County in furtherance of this Agreement, shall treat as confidential any proprietary information delivered by the Company or its respective representatives to the County and the County shall not release such information to the public, unless required by law or court order. The Company acknowledges that the County is subject to the Texas Public Information Act. The County shall immediately notify the Company of requests for public information or court orders commanding the release such information; however, it shall be the Company's sole responsibility

to prepare, assert, file, or otherwise deliver any objection to the release of any public information concerning the Company and the Project made the subject of this Agreement to the requestor or proper authorities.

12.5. Mutual Assistance; Good Faith and Fair Dealing. The County and the Company each agree to do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist all others in carrying out such terms and provisions in order to put the others in the same economic condition contemplated by this Agreement, regardless of any changes in public policy, the law, or taxes or assessments attributable to the Property. The County shall each provide such reviews and/or approvals as are required under the terms of this Agreement in such reasonable time as not to delay or disrupt the performance of the Agreement. The Parties further agree to perform their respective duties in the Agreement in good faith.

12.6. Representations and Warranties. The County represents and warrants to the Company that this Agreement is within each of their authority, to the extent applicable, and that each is duly authorized and empowered to enter into this Agreement unless otherwise ordered by a court of competent jurisdiction. Similarly, the Company represents and warrants to the County that it has the requisite authority to enter into this Agreement.

12.7. Attorney's Fees. If any legal action or proceeding is commenced by any party to enforce the provisions of this Agreement against other party(ies) or to recover damages for other party(ies)'s breach, the successful party shall be entitled to recover its reasonable and necessary attorney's fees and expenses incurred by reason of such action to the extent allowed by law and to the extent the successful party is the prevailing party as defined by Texas law on any single claim asserted.

12.8. Binding Effect. This Agreement will be binding on and inure to the benefit of the Parties and their respective successors and assigns.

12.9. Interpretation. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for or against any party based on draftsmanship.

12.10. Relationship of the Parties. This Agreement will not be construed as establishing a partnership or joint venture, joint enterprise, express or implied agency, or employer-employee relationship between the Parties. Neither the County nor its past, present, or future officers, elected officials, employees or agents, assume any responsibility or liability to any third party in connection with the development and construction of the Project or the design, construction, or operation of any portion of the Project.

12.11. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected and it is also the intention of the parties that, in lieu of each provision that is found to be illegal, invalid or unenforceable, a provision be added to this

Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

12.12. Force majeure. In the event either Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, except the obligation to pay amounts owed or required to be paid pursuant to the terms of this Agreement, then the obligations of such Party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the Party whose contractual obligations are affected thereby shall give notice and full particulars of such force majeure to the other Party and, to the extent required under this Agreement, shall seek an extension of any deadline or benchmark as may be required to qualify for the economic development incentives contemplated by this Agreement. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure," as used herein, shall include fire, flood, earthquake, volcanic eruption, explosion, labor strike, lightening, wind, hail, tidal wave, landslide, act of God or any other physical event.

12.13. Indemnity. **TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY AND ITS RESPECTIVE OFFICERS, REPRESENTATIVES, AGENTS, AND EMPLOYEES FROM ANY LIABILITY, LOSS OR DAMAGE THEY MAY SUFFER AS A RESULT OF ANY CLAIMS (PRE-SUIT OR OTHERWISE), DEMANDS, SUITS, COSTS OR JUDGMENTS AGAINST THEM ARISING OUT OF ANY ACTIVITIES TO BE CARRIED OUT PURSUANT TO THE OBLIGATIONS OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS FOR DEFECTIVE OR FAILURE OF EQUIPMENT, BREACH OF REPRESENTATION OR WARRANTY (EXPRESS OR IMPLIED), STRICT LIABILITY, TORT, BREACH OF CONTRACT, BREACH OF STATUTORY DUTY, BREACH OF ANY SAFETY REQUIREMENT OR REGULATION, OR THE NEGLIGENCE OF ANY PERSON OR PARTY, INCLUDING THE COUNTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT AND/OR CONCURRENT, ACTIVE OR PASSIVE, OR ANY OTHER THEORY OF LEGAL LIABILITY.**

12.14. Modification. This Agreement shall be subject to change or modification only with the mutual written consent of the County and the Company.

12.15. Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the paragraphs.

12.16. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. A facsimile or electronic signature will be deemed to be an original signature for all purposes.

12.17. Exhibits. All exhibits attached to this Agreement, as referenced below, are hereby incorporated by reference for all purposes as if fully set forth in their entirety herein.

Exhibit "A" – Project Site Map
Exhibit "B" – Project Site Plan
Exhibit "C" – Project Value Estimation

[signature page follows]

SIGNATURE PAGE

SIGNATURES:

THE OVERLOOK LIFESTYLE APT HOMES LLC,
a Texas limited liability company

By: _____

Marie C. Freeman, Manager

Date: 12.01.2020

ANDERSON COUNTY, TEXAS

By: _____

Name: Robert D. Johnston

Title: County Judge

Date: 12-7-20

ATTEST:

_____
Trisha Taylor, Deputy Clerk

EXHIBIT A

Overlook Site Map

EXHIBIT B

Overlook Site Plan

EXHIBIT C

Estimated Project Value
(supporting documents)