CHAPTER 381 ECONOMIC DEVELOPMENT,

PERFORMANCE, AND REIMBURSEMENT AGREEMENT

BETWEEN

ANDERSON COUNTY, TEXAS,

AND

NEW URBAN DEVELOPMENT PALESTINE, TX, LLC
A foreign limited liability company,

FILED FOR RECORD
at _____ o'clock ____M.
AUG 10 2020
MARK STAPLES
County Clerk, Anderson County, Texas
By _____ Deputy

STATE OF TEXAS §
§
COUNTY OF ANDERSON §

This Chapter 381 Economic Development Agreement, Performance and Reimbursement Agreement (the "Agreement") is made and entered into by and between Anderson County, Texas ("County") and New Urban Development Palestine, TX, LLC, a foreign limited liability company duly registered to transact business in the state of Texas ("Developer"). The County and the Developer may be referred to individually herein as a "Party" and collectively referred to as the "Parties."

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 Developer in the form of economic development reimbursement grants for infrastructure costs and expenses the Developer incurs during the 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, the County wishes to encourage the Developer to select Anderson County, and specifically the City of Palestine, Texas as the site for its proposed redevelopment of property located on a pad side at the Palestine Mall which is currently under contract for redevelopment and located at 2000 South Loop 256, Palestine, Texas 75801, as depicted on the attached Exhibit "A" (the "Property"); and

WHEREAS, Developer plans to construct substantial improvements to the Property, specifically a successful and popular fast-casual restaurant franchise known as "Chick-Fil-A" as reflected on the site plan attached hereto as Exhibit "B" and referred to herein as the "Project;" and

WHEREAS, the Project will stimulate new retail and commercial development at the Palestine Mall and throughout the County as well as attract new and retain primary employment within the County; 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 and specifically the Palestine Mall location, 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 and sales 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 Developer, in the form of economic development reimbursement grants, 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, Developer 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 development reimbursement grants for infrastructure costs and expenses associated with the Project; and

WHEREAS, the County and Developer each agree that the provisions of this Agreement substantially advance a legitimate interest of the County by expanding the tax base of the County, 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 Developer 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 Developer each agree as follows:

ARTICLE 1.

DEFINITIONS

1.1 The terms **"Agreement," "County"** and **"Developer"** 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. **"Developer Infrastructure Expenses"** means and includes any and all actual expenses or costs associated with the Developer's construction of any infrastructure necessary to serve the Project.

1.3. **"Developer Infrastructure Reimbursement Grant"** means the amount of Developer Infrastructure Expenses the County reimburses to the Developer in the form of a Chapter 381 incentive grant.

1.4. **"Economic Development Funds"** means any payment of public monies Developer receives from the County in the form of a Chapter 381 incentive grant for the reimbursement of Developer Infrastructure Expenses in the form of a Developer Infrastructure Reimbursement Grant.

1.5. **"Economic Incentive Term"** means the period of time beginning on the Effective Date and ending on the date the County tenders its last infrastructure reimbursement grant to the Developer under the terms of this Agreement.

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

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

1.8. **"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, increase local ad valorem and sales tax revenue, and stimulate business and commercial activity within the County.

1.9. **"Project"** means Developer's planned construction of substantial improvements to the Property, specifically a Chick-Fil-A restaurant located on a pad site at the Palestine Mall within the County and as reflected in the site plan attached hereto as Exhibit "B" for the purpose attracting new retail and commercial development to the Property.

1.10. **"Property"** means mall pad site #2 at the Palestine Mall, located at 2000 South Loop 256, Palestine, Texas 75801.

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 tendering to Developer its final payment of Economic Development Funds to the Developer for the Developer Infrastructure Reimbursement Grant 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 Developer each agree that as a condition of this Agreement and any Economic Development Funds resulting therefrom, Developer must comply with the following terms and conditions:

3.1.1 Developer 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 Developer 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 Developer shall construct, operate (or cause to be operated) and maintain (or cause to be maintained) a Chick-Fil-A restaurant on the Property; and

3.1.3 Developer must tender all plans for any improvements to the Property to the City for review and approval, obtain all necessary permits as required by the City's Code of Ordinances, and comply with all development regulations including, but not limited to, the City'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. To the extent required by law, Developer'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, Developer hereby certifies the following:

3.2.1. Pursuant to Chapter 2271, Texas Government Code, Developer certifies that neither Developer 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, Developer certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization.

ARTICLE 4.

ESTIMATED VALUE OF AGREEMENT

4.1 Developer agrees to construct substantial improvements to the Property, specifically a fast-casual restaurant 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 restaurant known as "Chick-Fil-A" as contemplated by the Project.

4.2 Developer estimates that the Project will generate new construction jobs as well as other employment opportunities that will be available in the City and the surrounding community.

4.3 Based on information provided by Developer, the County estimates that the Project will generate moderate to substantial growth in the number and quality of fast-casual restaurants and the number of patrons who visit the Property thereby stimulating an increase in sales tax collections within the County. Developer estimates that it will make an estimated capital investment of approximately three million one hundred eighty-four thousand dollars and NO/100s ($3,184,000.00) (comprised of $950,000 in real property and $2,234,000 in business personal property investments) to develop and construct the Project based on Developer'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 Developer are projections only and Developer 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 amount of the Economic Development Funds available from the County under this Agreement is Forty Thousand Dollars and NO/100s ($40,000.00).

ARTICLE 5.

CONDITIONAL ECONOMIC DEVELOPMENT FUNDS FOR DEVELOPER INFRASTRUCTURE REIMBURSEMENT GRANT

5.1 After the Effective Date and subject to Developer's compliance with this Agreement, the County agrees to provide Developer with Economic Development Funds in the form of a Developer Infrastructure Reimbursement Grant that reimburses Developer Infrastructure Expenses up to a maximum amount of Forty Thousand Dollars and No/100s ($40,000.00).

5.2 In order to obtain the Developer Infrastructure Reimbursement Grant pledged by the County, Developer shall submit an application to the County requesting Developer Infrastructure Reimbursement Grant payment(s) reflecting proof of Developer's payment of actual costs and expenses associated with infrastructure improvements related to the Project. The County or its designee may independently verify Developer's claimed cost and expenses prior to the County tendering the Developer Infrastructure Reimbursement Grant to the Developer. The County will tender the Developer Infrastructure Reimbursement Grant payment to the Developer within sixty (60) days after Developer's submission of its reimbursement application unless the County finds that Developer has not complied with its obligations under this Agreement, in which case the County will notify the Developer in writing of required steps for the Developer to comply with this Agreement.

ARTICLE 6.

LIABILITY

6.1 By executing this Agreement, Developer 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, Developer 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 Developer is responsible. In addition, the County assumes no legal liability for the actions of Developer or a branch, division, department, subsidiary, affiliate or franchisee of Developer 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. Developer acknowledges the County may terminate this Agreement and withhold all economic incentive payments if the County determines that Developer'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 Developer breached its certifications in Section 3.2.1 or 3.2.2, then Developer shall repay the full amount of any economic incentive payments that Developer 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 Developer'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. Developer shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if Developer experiences during the term of this Agreement an Event of Bankruptcy or Insolvency that is not cured within ninety (90) days from the date Developer receives a written notice of breach from the County. In the event Developer fails to timely cure its Event of Bankruptcy or Insolvency, then Developer shall repay the full amount of any reimbursement grant(s) that Developer 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, Developer 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 Developer receiving the last Developer Infrastructure Reimbursement Grant according to the terms and conditions for the payment of same as contemplated by this Agreement, Developer, or a branch, division, or department of Developer, is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the full amount of any Economic Development Funds received by Developer from the County as of the date of such violation not later than one hundred twenty (120) days after the date Developer is convicted.

7.5 Any event of default by Developer that triggers an obligation by Developer to repay the County shall include an interest payment accruing from the later of the date any Economic Development Funds were paid to Developer or the date of the violation giving rise to the right to recover such Economic Development Funds from Developer, 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 Developer 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 Developer its final disbursement of Economic Development Funds for the Developer Infrastructure Reimbursement Grant, or

7.6.2. The date upon which Developer closes on the sale of the Project to a third-party that is not the result of condemnation (or deed in lieu thereof) together with granting easements necessary for the further use and development of the Property for a restaurant or other retail shopping sites and 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 Developer 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 email 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:

To the Developer:

New Urban Development Palestine, TX, LLC
Attention: John H. McCleskey Jr., Manager
5445 Triangle Parkway, Suite 220
Peachtree Corners, GA 30092
PHONE: (404) 808-1145
Email:johnmccleskey@newurbandc.com

with a copy to:	Damon P. Goode, Esq. FisherBroyles LLP 3495 Piedmont Road NE Building 11, Suite 900 Atlanta, GA 30305 PHONE: (404) 968-9499 EMAIL: damon.goode@fisherbroyles.com
To the 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:	_____ _____ _____ _____ _____

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 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 Developer 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. Developer acknowledges that the County is subject to the Texas Public Information Act. The County shall immediately notify Developer of requests for public information or court orders commanding the release such information; however, it shall be Developer's sole responsibility to prepare, assert, file, or otherwise deliver any objection to the release of any public information concerning Developer 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 Developer 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 other 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 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 Developer that this Agreement is within its authority, to the extent applicable, and that it is duly authorized and empowered to enter into this Agreement unless otherwise ordered by a court of competent jurisdiction. Similarly, Developer 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, DEVELOPER 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, OR BREACH OF ANY SAFETY REQUIREMENT OR REGULATION,.**

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

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

NEW URBAN DEVELOPMENT PALESTINE, TX, LLC

By: _____

Name: John McCleskey, Jr.

Title: Manager

Date: August 3, 2020

ANDERSON COUNTY, TEXAS

By: _____

Name: Robert D. Johnston

Title: County Judge

Date: Aug 10, 2020

ANDERSON COUNTY TEXAS • COMMISSIONERS COURT

ATTEST:

Trisha Taylor

Trisha Taylor, Deputy Clerk

EXHIBIT A

Project Site Map

EXHIBIT B

Project Site Plan

EXHIBIT C

Estimated Project Value
(supporting documents)

New Urban Development Corporation LLC
5445 Triangle Parkway, Suite 220
Peachtree Corners, GA 30092
678-691-1024
leahmscott@newurbandc.com

NEW URBAN
DEVELOPMENT CORPORATION, LLC

INVOICE

Anderson County
Attn: Accounts Payable
703 North Mallard Street
Suite 110
Palestine, TX 75801

1013
07/24/2020
Net 30
08/24/2020

ACTIVITY	QTY	RATE	AMOUNT
Infrastructure Payment	1	40,000.00	40,000.00

$40,000.00