CHAPTER 381 ECONOMIC DEVELOPMENT
INCENTIVE AGREEMENT
PROJECT HOT PURSUIT

This Chapter 381 Economic Development Incentive Agreement – Project Hot Pursuit (this "Agreement") is executed by and between **NEWQUEST EQUITY, L.C.**, a Texas limited liability company duly authorized to do business in the State of Texas (hereinafter referred to as "NewQuest") and **HAYS COUNTY**, a political subdivision of the State of Texas (hereinafter referred to as the "County"). The County and NewQuest are sometimes collectively referenced in this Agreement as the "Parties" or, each individually, as a "Party".

W I T N E S S E T H:

WHEREAS, the County established an economic development program pursuant to Chapter 381, Texas Local Government Code (the "Program"), to provide for the grant of economic development incentives to NewQuest under the terms and conditions of this Agreement; and

WHEREAS, the County has determined that the Project (hereinafter defined) qualifies for economic development incentives under the Program, subject to the terms and conditions of this Agreement; and

WHEREAS, NewQuest has entered into or anticipates entering into a corresponding Chapter 380 economic incentive agreement with the City of Kyle (hereinafter the "City") (which, in part, will provide for the payment to NewQuest of a portion of the City's ad valorem tax revenues and sales tax revenues from the commercial properties located on the Property); and

WHEREAS, the Project is located within Hays County, and the Chapter 381 Incentives (hereinafter defined) will be paid solely from the County sales tax revenues; and

WHEREAS, the Chapter 381 Incentives, combined with the Chapter 380 Incentives, the ROW Acquisition Amount, and the principal amount paid on any Debt Service (hereinafter defined), will not exceed the Total Payments (herein defined); and

WHEREAS, construction of the Project on the Property will promote economic development of the County, encourage businesses to locate and expand in the County, and increase opportunities for increased property tax, sales tax, and employment; and

WHEREAS, the Parties agree that NewQuest must fulfill its obligations under this Agreement in order for the County to pay the Chapter 381 Incentives; and

WHEREAS, Chapter 381, Texas Local Government Code, as amended, provides statutory authority for granting the economic incentives and administering the Program; and

WHEREAS, the Hays County Commissioners Court (the "Commissioners Court") finds that it is in the public interest to provide the agreements set forth herein subject to the terms and conditions of this Agreement.

NOW THEREFORE, the County and NewQuest, for and in consideration of the mutual premises and promises contained herein, do hereby agree, covenant and contract as set forth below:

I.
Definitions

A. **Annual County Sales Tax Increment** means fifty percent (50%) of the County's sales taxes collected above the Sales Tax Base and received by the County on the commercial properties located on the Property for the Calendar Year.

B. **Appraisal District** means the Hays Central Appraisal District.

C. **Calendar Year** means any twelve-month period of time that begins on January 1st and ends on December 31st of the same numbered year.

D. **Certificate of Occupancy** means the final certificate(s) of occupancy issued by the City for vertical structures pursuant to applicable City regulations, or, for non-vertical improvements, City acceptance of the improvement or approval of the improvement following final inspection by the City.

E. **Chapter 380 Economic Incentive Agreement** means the agreement by and between the City and NewQuest pertaining to the Chapter 380 Incentives.

F. **Chapter 380 Incentives** means the economic incentive payments made to NewQuest pursuant to that certain Chapter 380 Economic Incentive Agreement between the City and NewQuest dated effective December 19, 2023.

G. **Chapter 381 Incentives** means the economic incentive payments made to NewQuest as described in Article V.

H. **City** means City of Kyle, Texas.

I. **Development Agreement** means that certain Development Agreement for the Caraway Tract Development between the City of Kyle and Caraway Cattle Company Family Partnership, LLP, NewQuest Equity, L.C. and Transwestern Development Company, L.L.C. dated effective December 19, 2023, as amended.

J. **Effective Date** means December 19, 2023.

K. **Ongoing Performance Criteria Documentation** means copies of the following documents for each year in which an annual Chapter 381 Incentives payment is sought: (1) proof of compliance with Section IV.A(2) (the Ongoing Performance Criteria); (2) proof of payment of ad valorem taxes; and (3) the 381 Incentive Certification described in Article VI. The County may reasonably request additional records to support the information shown in the Ongoing Performance Criteria Documentation and compliance with the applicable Ongoing Performance Criteria.

L. **Ongoing Performance Criteria** means the criteria NewQuest is required to meet for payment of Chapter 381 Incentives after Year 1, which are set forth in Section IV.A(2).

M. **Performance Criteria** means the criteria set forth in Article IV that NewQuest must meet to receive the Chapter 381 Incentives.

N. **Project** means the mixed used development to be located and operating on the Property, consisting of approximately 450,000 square feet of commercial retail, restaurant, hotel, and office space, the Urban District Park Tract, and multi-family uses constructed and installed in accordance with the Development Agreement, the PUD, applicable local, state, and federal regulations, and good engineering practices.

O. **Property** means that a certain 101.8283-acre parcel, more or less, being more particularly described in **Exhibit A**.

P. **Public Improvements** means the proposed public improvements to be financed by the Zone, which includes roads, water, public utilities, and soft costs related thereto, as described in the TIRZ Plan.

Q. **PUD** means the Caraway Planned Unit Development District established by Ordinance No. 1299, as amended.

R. **Road Bonds** means any general obligation bonds issued by the City pursuant to voter authorization obtained at an election held on November 8, 2022.

S. **ROW Acquisition Amount** means the purchase price in the amount of Five Million Five Hundred Thousand Dollars ($5.5 million) for the purchase of land for public right-of-way pursuant to the terms of the Development Agreement.

T. **TIRZ Increment Receipts** has the meaning set forth in the TIRZ Plan.

U. **Sales Tax Base** means the total amount of County sales and use taxes attributable to the Property in 2023. The Sales Tax Base is $0.00.

V. **Threshold Performance Criteria Documentation** means copies of the following documents: (1) proof of compliance with Section IV.A(1) (the Threshold

Performance Criteria); (2) proof of payment of ad valorem taxes; and (3) the 381 Incentive Certification described in Article VI. The County may request additional records to support the information shown in the Threshold Performance Criteria Documentation or compliance with this Agreement.

W. **Threshold Performance Criteria** is defined as the criteria NewQuest is required to meet for payment of Chapter 381 Incentives to commence being paid, which are set forth in Section IV. A(1).

X. **TIRZ Bonds** means any public securities, other than Road Bonds, issued by the City to acquire the Public Improvements, which Debt Service therefor may be paid from the TIRZ Increment Receipts.

Y. **TIRZ Plan** means that certain "Reinvestment Zone Number Five, City of Kyle, Texas Final Project and Finance Plan" as finally adopted by the Board of Directors for the Zone and the City Council of the City on December 19, 2023, as amended.

Z. **Total Payments** means the cumulative amount of payments made to NewQuest pursuant to this Agreement, the Chapter 380 Economic Incentive Agreement, the Development Agreement, and the TIRZ Plan, which shall not exceed $38,970,938, and which is made up of the sum of the Chapter 380 Incentives, the Chapter 381 Incentives, the ROW Acquisition Amount, and the net proceeds of TIRZ Bonds, if any, on any series of bonds issued to finance the Public Improvements, less interest amounts on paid TIRZ Bonds, if any.

AA. **Urban District Park Tract** means the portion of the Project consisting of approximately 1.28 acres of private park space to which the general public shall have access (the "Private Park") and the adjacent retail and mixed used buildings located adjacent to the private park (the "Vertical Structures"), as generally shown in in **Exhibit B,** constructed and installed in accordance with the Development Agreement, the PUD, applicable local, state and federal regulations, and good engineering practices.

BB. **Year 1** means the Calendar Year (which is anticipated to be 2029) following the date on which NewQuest complies with the Threshold Performance Criteria.

CC. **Zone** means Reinvestment Zone Number Five, City of Kyle, Texas.

II.
General Provisions

A. The Property is not owned or leased by any member of the Hays County Commissioners Court.

B. It is acknowledged and agreed by the parties that the completion of the Project is consistent with the purposes of encouraging state and local economic development and to stimulate business and commercial activity within the County.

III.
Representations and Warranties

A. The County hereby represents and warrants to NewQuest that the County has full constitutional and lawful right, power, and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary County proceedings, findings, and actions. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of the County, is enforceable in accordance with its terms and provisions, and does not require the consent of any other governmental authority.

B. NewQuest hereby represents and warrants to the County that NewQuest has full constitutional and lawful right, power, and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all actions necessary. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of NewQuest, is enforceable in accordance with its terms and provisions, and does not require the consent of any other authority or entity.

IV.
Performance Criteria

A. **Performance Criteria**.

1. **Threshold Performance Criteria.** The following events must occur for NewQuest to receive the Chapter 381 Incentives described in Article V:

   a. NewQuest completes construction and obtains a Certificate of Occupancy for a minimum of 100,000 square feet of shell or finished (or a combination thereof) retail space on or before five (5) years from the Effective Date. Site development permits for the initial 100,000 square feet of retail space must be issued within two (2) years after the Effective Date.

   b. NewQuest is in compliance with Sections IV.C-E.

2. **Ongoing Performance Criteria**. After the first Chapter 381 Incentives payment is made to NewQuest, NewQuest must comply with the following requirements in order to seek and be paid a subsequent Chapter 381 Incentives payment:

   a. Site development permits for at least 200,000 square feet of shell or finished (or a combination thereof) retail, hotel, restaurant, or office space must be issued within four (4) years after the Effective Date. NewQuest must complete construction of and obtain a Certificate of

Occupancy for 200,000 square feet of retail, hotel, restaurant, or office space within seven (7) years after the Effective Date.

b. Site development permits for at least 300,000 square feet of shell or finished (or a combination thereof) retail, restaurant, hotel, or office space must be issued within six (6) years after the Effective Date. NewQuest must complete construction and obtain a Certificate of Occupancy for 300,000 square feet of retail, hotel, restaurant, or office space within nine (9) years after the Effective Date.

c. NewQuest shall obtain the site development permits for the Urban District Park Tract within six (6) years of the Effective Date and shall complete construction and obtain a Certificate of Occupancy for the Private Park and 30,000 square feet of retail, restaurant, or office space within the Vertical Structures within the Urban District Park Tract by December 31, 2031.

d. The Vertical Structures do not count towards, and are in addition to, the square footage requirements set forth in Sections IV.A.2.a. and b. For the purposes of determining compliance with the square footage requirements set forth in Sections IV.A.2.a. and b., shell space or finished space shall be counted only once. For example, if a shell space is used to satisfy compliance with a square footage requirement, that same space when finished out may not be used to satisfy a subsequent square footage requirement.

e. NewQuest is in compliance with Section IV.C-E.

B. NewQuest shall not allow a site development permit for the phases of the Project described in Section IV.A.1 and 2 to expire once issued, unless otherwise granted an extension as provided in Section V.B.(3).

C. The Project shall conform to the PUD, the Development Agreement, applicable local, stated, and federal regulations, and good engineering practices.

D. NewQuest shall not allow the ad valorem taxes owed to the City, the County, the HCISD, or any other taxing entities on any real property owned by NewQuest and located within the County to become delinquent beyond the last day they can be paid without assessment of penalty. Notwithstanding the foregoing NewQuest may contest and appeal any and all taxes/ad valorem taxes associated with the Property and owed to the City, County, District, or any other applicable governmental entity, and during such appeal/contest NewQuest shall not be required to pay taxes/ad valorem taxes associated with the Property to the City, County, District, or any other applicable governmental entity until such time as the contest/appeal is finally

and fully resolved, and in such event the County shall not be required to pay the Chapter 381 Incentives until the contest/appeal is finally and fully resolved.

E. NewQuest covenants and certifies that NewQuest does not and will not knowingly and directly employ an undocumented worker as that term is defined by Section 2264.001(4) of the Texas Government Code. In accordance with Section 2264.052 of the Texas Government Code, if NewQuest is convicted of a violation under 8 U.S.D. Section 132(a)(f), NewQuest shall repay to the County the full amount of Chapter 381 Incentives made under Article V of this Agreement. Repayment shall be paid within 120 days after the date following an un appealable conviction of NewQuest, provided, however, NewQuest shall not be liable for a violation by a subsidiary, affiliate, or franchisee of NewQuest or by a person with whom NewQuest contracts.

V.
Economic Development Grants

A. **Chapter 381 Incentives**.

1) **Time Period for Chapter 381 Incentive Payments**. Subject to the terms and limitations of this Agreement, NewQuest's full and timely performance of, and compliance with, each of the applicable Performance Criteria set forth in Article IV, the County agrees to pay to NewQuest the Chapter 381 Incentives commencing in Year 1 and continuing for each subsequent year up to the earlier to occur of the following:

(a) the expiration of the term of this Agreement;

(b) the termination of this Agreement; or

(c) the Total Payments being paid.

2) **Chapter 381 Incentives Amount**. The Chapter 381 Incentives shall be an annual amount equal to the Annual County Sales Tax Increment.

B. **Payment of Semi-Annual Chapter 381 Incentives.**

1) **Performance Criteria.** The County shall pay the Chapter 381 Incentives semi-annually as provided in this Subsection B. To be eligible to receive the Chapter 381 Incentives in the Year 1, NewQuest must meet the Threshold Performance Criteria. To be eligible to receive the Chapter 381 Incentives in the years following Year 1, NewQuest must meet the Ongoing Performance Criteria and Threshold Performance Criteria.

2) **Suspension and Forfeiture of Payments.** In the event that NewQuest fails to comply with the Ongoing Performance Criteria, payment of the Chapter 381 Incentives will be suspended until NewQuest is in compliance with the

applicable Ongoing Performance Criteria. All suspended payments for up to twenty-four (24) months of non-compliance will be paid to NewQuest upon compliance with the applicable Ongoing Performance Criteria. In the event NewQuest fails to come into compliance with the applicable Ongoing Performance Criteria within twenty-four (24) months after the original deadline for the Ongoing Performance Criteria (as extended pursuant to Section V.B(3)), the Chapter 381 Incentives which were suspended shall be forfeited, and NewQuest will not be paid Chapter 381 Incentives for those years which the Ongoing Performance Criteria were not met.

3) **Extensions.**

a) The Commissioners Court may, but shall in no way be obligated to, grant reasonable extensions to the deadlines set forth in this Agreement. Any extensions to expiration dates for site development permits set forth in City ordinance are within the City's purview. A request for a deadline extension shall be submitted in writing and shall state the reason for the request. Any extension granted hereunder will not be effective until approved in writing and signed by both the Commissioners Court and NewQuest. New deadlines or expiration dates approved in accordance with this subsection shall be incorporated into this Agreement and shall be used to determine compliance with the Performance Criteria and payment of Chapter 381 Incentives.

b) The timing for NewQuest's performance as provided in Article IV shall be extended one day for each day the City fails to complete the infrastructure provided in Section 3.1(e) of the Development Agreement.

4) **Time for Payment of Chapter 381 Incentives.** Each year on or before February 28, NewQuest shall provide the County the applicable Performance Criteria Documentation. The County shall pay the Chapter 381 Incentives semi-annually with the first payment being made within forty-five (45) days following the date the Performance Criteria Documentation is received by the County and the second payment being made by August 31; provided that the applicable Performance Criteria have been met.

C. **Maintenance of Books and Records**. The County shall maintain complete books and records showing sales taxes received by the County from the Property, which books and records shall be deemed complete if kept in accordance with generally accepted accounting principles as applied to Texas counties. Such books and records shall be available for examination by the duly authorized officers or agents of NewQuest during normal business hours upon request made not less than five (5) business days prior to the date of the examination. The County shall maintain

such books and records throughout the term of this Agreement and store the same for four (4) years thereafter.

VI.
Reports, Audits and Inspections

A. **Annual Certification and Reports**. NewQuest shall certify in writing to the County that they are in compliance with the terms of this Agreement, and shall provide the County with reports and records reasonably necessary to demonstrate fulfillment of the Performance Criteria as follows (collectively, the "Performance Criteria Documentation"):

1. **Certification**. NewQuest shall complete and certify a 381 Incentive Certification in a form substantially similar to that set forth in **Exhibit C,** which shall include the Threshold or Ongoing Performance Criteria Documentation, as appropriate. Such documentation and certification shall be submitted no later than February 28th of each year during the term of this Agreement.

2. **Sales Tax Reports**. NewQuest shall use commercially reasonable efforts to provide or cause to be provided to the County the sales tax identification numbers for tenants on the Property to allow the County to verify the amount of Chapter 381 Incentives to be paid to NewQuest under this Agreement. The County will request a sales tax report from the Texas Comptroller for all tenants on the Property. The County shall not be required to pay the Annual County Sales Tax Increment portion of the Chapter 381 Incentives until the County has received access to such information from the Texas Comptroller, and the Annual County Sales Tax Increment portion of the Chapter 381 Incentives shall be calculated solely on sales tax receipts that can be verified based on records held by the State of Texas.

3. **Additional Reports.** NewQuest shall furnish the County any additional records and information reasonably requested to support the Performance Criteria and the reports required by this Agreement. NewQuest shall further furnish the County with copies of or access to additional information reasonably required to verify the information set forth in the Threshold or Ongoing Performance Criteria Documentation.

B. **Right to Audit Books and Records**. The County shall have the right to audit the books and records of NewQeust related to the Property and the Project. The County shall notify NewQuest in advance in writing of its intent to audit in order to allow NewQuest adequate time to make such books and records available (in no event shall NewQuest have less than ten (10) business days in order to make such books and records available).

C. **Inspection**. At all times throughout the term of this Agreement, the County shall have reasonable access to the Property (subject to the rights of tenants in possession) upon providing at least 48 hours' written notice to NewQuest for the purpose of inspecting the Property to ensure that the Project is designed, constructed and installed in accordance with the terms of this Agreement. Notwithstanding the foregoing, the County's inspection of the Property shall not interfere with the operation of the Project or the rights of tenants in possession of any portion of the Property.

VII.
Breach

A. **Breach.** A breach of this Agreement may result in termination or modification of this Agreement as provided herein. The following conditions shall constitute a breach of this Agreement:

1. NewQuest falsely certifies that the performance criteria in the Threshold or Ongoing Performance Criteria Documentation submitted to the County has been met.

2. County fails to timely make payments to NewQuest under the terms of this Agreement.

B. **Notice of Breach.** Notwithstanding anything herein to the contrary, no Party shall be deemed to be in default under this Agreement until the passage of sixty (60) business days after receipt by such Party of notice of default from the other Party ("Cure Period"), which notice shall specify, in reasonable detail, the nature of the default. Upon the passage of the Cure Period without cure of the default, such Party shall be deemed to have defaulted for purposes of this Agreement; provided that, if the nature of the default is such that it cannot reasonably be cured within the Cure Period, the Party receiving the notice of default may during such Cure Period give the other Party written notice that it has commenced cure within the Cure Period and will diligently and continuously prosecute the cure to completion as soon as reasonably possible, and such written notice together with diligent and continuous prosecution of the cure shall extend the Cure Period for up to an additional ninety (90) calendar days so long as the cure is being diligently and continuously pursued during such time; and provided further that, if the cure cannot be reasonably accomplished within the additional ninety (90) calendar day period but the applicable facts, circumstances, and progress establish that a cure will be obtained within a reasonable period of time following the expiration of the ninety (90) calendar day period, the time for cure will be extended for an additional period of time as mutually agreed by the Parties in writing (such agreement not to be unreasonably withheld); provided, further, that if a default is not cured within the applicable Cure Period, or, as applicable, written notice having been given and cure being commenced and diligently and continuously prosecuted, within the additional ninety (90) calendar days after the giving of the written notice, or, as otherwise applicable within the time mutually agreed by the Parties due to the defaulting Party not being able to obtain a cure within the additional ninety (90) calendar days after

the defaulting Party gives written notice that it is commencing cure, then the non-defaulting Party may terminate this Agreement, pursue the remedies set forth in this Agreement, as well as any other remedies available in equity or law.

C. **Repayment of Chapter 381 Incentives.**

In the event that NewQuest commits a breach of this Agreement according to Section VII.A, NewQuest shall pay back to the County the Chapter 381 Incentives for the tax year for which false certification was submitted within thirty (30) days of written demand by the County.

D. **Tax Lien Not Impaired.** It is expressly agreed and acknowledged between the parties to this Agreement that nothing in this Agreement shall be deemed or construed to affect the lien for taxes against the Property established by Section 32.01 of the Texas Tax Code. Such lien shall secure the payment of all taxes, penalties and interest ultimately imposed on the Property.

E. **Limitations on Liability.** The County shall not be liable for consequential damages, specifically lost profits, and any damages claimed against the County shall be limited to amounts recoverable under §271.153 of the Texas Local Government Code. The parties agree that this Agreement shall not be interpreted as or otherwise claimed to be a waiver of sovereignty or governmental immunity on the part of the County.

F. **Personal Liability of Public Officials; No Debt Created.** No employee of the County, nor any Commissioners Court member or agent of the County, shall be personally responsible for any liability arising under or growing out of this Agreement. The Chapter 381 Incentives made hereunder shall be paid solely from lawfully available funds that have been appropriated by the County. Under no circumstances shall the County's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision.

VIII.

Indemnification

NEWQUEST COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, THE COUNTY AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE BROUGHT BY ANY THIRD PARTY AND DIRECTLY RELATING TO NEWQUEST'S ACTIONS UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH AND PROPERTY DAMAGE, MADE UPON THE COUNTY OR DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO NEWQUEST OR NEWQUEST'S AFFILIATE'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR CRIMINAL CONDUCT IN ITS

ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY SUCH ACTS OR OMISSIONS OF NEWQUEST OR NEWQUEST'S AFFILIATE, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONSULTANTS OF NEWQUEST OR NEWQUEST'S AFFILIATE, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO COUNTY, UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE COUNTY AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. NEWQUEST SHALL PROMPTLY ADVISE COUNTY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE COUNTY, RELATED TO OR ARISING OUT OF NEWQUEST OR NEWQUEST'S TENANTS' ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT NEWQUEST'S COST TO THE EXTENT REQUIRED UNDER THE INDEMNITY IN THIS PARAGRAPH. COUNTY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING NEWQUEST OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH, SHALL NOT BE AN INDEMNITY EXTENDED BY NEWQUEST TO INDEMNIFY, PROTECT AND HOLD HARMLESS COUNTY FROM THE CONSEQUENCES OF THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF THE COUNTY, OR ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL APPLY ONLY, TO THE EXTENT OF ANY COMPARATIVE NEGLIGENCE STATUTES AND FINDINGS, WHEN THE NEGLIGENT ACT OF COUNTY IS A CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE, AND IT SHALL HAVE NO APPLICATION WHEN THE NEGLIGENT ACT OF COUNTY IS THE SOLE CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE. NEWQUEST FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE AND ON BEHALF OF COUNTY AND IN THE NAME OF COUNTY ANY CLAIM OR LITIGATION BROUGHT AGAINST COUNTY (AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES), IN CONNECTION WITH ANY SUCH INJURY, DEATH, OR DAMAGE FOR WHICH THIS INDEMNITY SHALL APPLY, AS SET FORTH ABOVE.

IT IS THE EXPRESS INTENT OF THIS SECTION THAT THE INDEMNITY PROVIDED TO THE COUNTY AND THE NEWQUEST SHALL SURVIVE THE TERMINATION AND OR EXPIRATION OF THIS AGREEMENT AND SHALL BE BROADLY INTERPRETED AT ALL TIMES TO PROVIDE THE MAXIMUM INDEMNIFICATION OF THE COUNTY AND / OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND ELECTED OFFICIALS PERMITTED BY LAW.

IX.
Notice

All notices called for or required by this Agreement shall be addressed to the following, or such other party or address as any party designates in writing, by certified mail postage prepaid or by hand delivery:

NEWQUEST: c/o NewQuest Properties
Attn: Steven D. Alvis
8827 W. Sam Houston Pkwy. N, Suite 200
Houston, Texas 77040

With a copy to: NewQuest Properties
Attn: Legal Department
8827 W. Sam Houston Pkwy. N., Suite 200
Houston, Texas 77040
lhammill@newquest.com

COUNTY: Hays County Historical Courthouse
Attn: County Judge
111 East San Antonio Street, Suite 300
San Marcos, Texas 78666
judge.becerra@co.hays.tx.us

With a copy to: Hays County Historical Courthouse
Attn: Hays County Criminal District Attorney's Office
111 East San Antonio Street, Suite 202
San Marcos, Texas 78666

IX.
Commissioners Court Authorization

This Agreement was authorized by motion and vote of the Hays County Commissioners Court recorded in the minutes authorizing the County Judge or his designee to execute this Agreement on behalf of the County.

X.
Severability

In the event any section, subsection, paragraph, sentence, phrase or word is held invalid, illegal or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

XI.
Estoppel Certificate

Any party hereto may request an estoppel certificate from another party hereto, so long as the certificate is requested in connection with a bona fide business purpose. The certificate, which if requested will be addressed to a subsequent purchaser or assignee of NewQuest, shall include, but not necessarily be limited to statements that this Agreement is in full force and effect without default (or if default exists the nature of same), the remaining term of this Agreement, the levels and remaining term of the eligible grants and such other matters reasonably requested by the party(ies) to receive the certificates.

XII.
Standing

NewQuest, as a party to this Agreement, shall be deemed a proper and necessary party in any litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions or Commissioners Court actions authorizing same, and NewQuest shall be entitled to intervene in said litigation.

XIII.
Applicable Law

This Agreement shall be construed under the laws of the State of Texas without regarding to its conflict of laws provisions. Venue for any action under this Agreement shall be the in the District Courts of Hays County, Texas. This Agreement is performable in Hays County, Texas.

XIV.
Force Majeure

It is expressly understood and agreed by the parties to this Agreement that the parties shall not be found in default of this Agreement if any party's failure to meet the requirements of this Agreement is delayed by reason of war, Act of God, fire, pandemic, material or labor shortage, strike, civil unrest, governmental action, or any other reason beyond the reasonably control of the respective party, or other casualty or event of a similar nature.

XV.
No Other Agreement

This Agreement embodies all of the agreements of the parties relating to its subject matter as specifically set out herein, supersedes all prior understandings and agreements regarding such subject matter, and may be amended, modified or supplemented only by an instrument or instruments in writing executed by the parties.

XVI.
Headings

The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

XVII.
Successors and Assigns

(a) The parties to this Agreement each bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. No successor, executor, administrator or assign is valid in the place of the parties to this Agreement without the written consent of County and such consent shall not be unreasonably withheld.

(b) NewQuest may, from time to time, effectuate a transfer of its rights under this Agreement, in whole or in part, with the consent of the Commissioners Court, which shall not be unreasonably withheld, conditioned, delayed, or denied, to any party, provided such party agrees in writing to assume all of NewQuest's duties, obligations, and liabilities so assigned hereunder, and provided further that any such assignment shall not become effective until the County receives notice of the assignment and a copy of the assignment instrument.

(c) NewQuest may pledge, assign or transfer its right, title and interest under this Agreement, in whole or in part, without the consent of the County, to any third party lender of the Project (each, a "Lender") as security for the performance of NewQuest's loan obligations; and in relation thereto, the County will execute reasonable acknowledgements of this Agreement as may be requested by such Lender, including confirmation whether this Agreement is valid and in full force and effect, whether any party has been declared to be in default of any duty or obligation under this Agreement, and agreeing to provide notice and opportunity to cure to such Lender.

(d) NewQuest may pledge, assign or transfer its right, title and interest under this Agreement, in whole or in part, to any affiliate, shareholders, subsidiary, or intercompany entity of NewQuest; and in relation thereto, the Commissioners Court is authorized to approve and consent to such assignment by NewQuest, which consent shall not be unreasonably withheld, conditioned, or delayed, and the Civil Division of the Hays County Criminal District Attorney's Office is further authorized to execute reasonable acknowledgements of this Agreement as may be requested by such affiliate, subsidiary, or intercompany entity, including confirmation whether this Agreement is valid and in full force and effect, whether any party has been declared to be in default of any duty or obligation under this Agreement, and agreeing to provide notice and opportunity to cure to such affiliate, subsidiary, or intercompany entity; provided that the affiliate, shareholders, subsidiary, or intercompany entity of NewQuest agrees in writing to assume all of NewQuest's duties, obligations, and liabilities so assigned hereunder.

XVIII.
Counterparts

This Agreement may be executed in any number of counterparts, each of which may be executed by any one or more of the parties hereto, but all of which shall constitute one instrument, and shall be binding and effective when all of the parties hereto have executed at least one counterpart.

XIX.
No Third-Party Beneficiaries

For purposes of this Agreement, including its intended operation and effect, the parties specifically agree that: (1) the agreement only affects matters/disputes among the parties to this Agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with the County or NewQuest; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either the County or NewQuest.

XX.
Remedies

Except as provided in this Agreement, no right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without consent of the parties. Forbearance or indulgence by any party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

XXI.
Term and Termination

A. **Term.** Unless terminated earlier as provided herein, this Agreement shall terminate upon the earliest occurrence of any one or more of the following: (1) the written agreement of the Parties; or (2) this Agreement's "Expiration Date". The "Expiration Date" shall be the earlier to occur of: (a) the date that an amount equal to the Total Payments is paid to NewQuest, or (b) December 31, 2048; provided that the following shall survive termination of this Agreement for any reason: Article III, Article VI.B, Article VII, Article VIII, Article XIII, Article XIV, Article XV, Article XVI, Article XVIII, Article XX, and Article XXI.

B. **Termination.** During the term of this Agreement, should NewQuest commit a breach of this Agreement according to the Sections VII.A(1), the County may terminate this Agreement after providing written notice and opportunity to cure as set forth in Section VII.B.

XXII.
Statutory Verifications

A. In accordance with Chapter 2270, Texas Government Code, the County may not enter into a contract with NewQuest for goods and services unless the contract contains a written verification from NewQuest that it: (a) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement. The signatory executing this contract on behalf of NewQuest verifies that NewQuest does not boycott Israel and will not boycott Israel during the term of this Agreement.

B. NewQuest represents that NewQuest and any wholly owned subsidiary, majority-owned subsidiary, parent of NewQuest and affiliates of NewQuest do not, and will not for the duration of this Agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association. Further, NewQuest represents that NewQuest and any wholly owned subsidiary, majority-owned subsidiary, parent of NewQuest and affiliates of NewQuest do not, and will not for the duration of this Agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association. The phrase "discriminates against a firearm entity or firearm trade association" as used in this paragraph have the meanings assigned to the phrase "Discriminate Against a Firearm Entity or Firearm Trade Association" in Section 2274.001(3) of the Texas Government Code, as amended.

C. NewQuest represents that neither NewQuest nor any wholly owned subsidiary, majority-owned subsidiary, parent of NewQuest or affiliate of NewQuest (i) boycotts energy companies or (ii) will boycott energy companies through the term of this Agreement. The phrase "boycott energy companies" as used in this paragraph have the meanings assigned to the phrase "Boycott Energy Company" in Section 809.001 of the Texas Government Code, as amended.

D. NewQuest represents that NewQuest nor any wholly owned subsidiary, majority-owned subsidiary, parent of NewQuest or affiliate of NewQuest is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code. Further, NewQuest represents that NewQuest nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of NewQuest is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

XXIII.
Effective Date

This Agreement shall be effective on December 19, 2023 (the "Effective Date").

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written above.

NEWQUEST:

NEWQUEST EQUITY, L.C., a Texas limited liability company

By: _____
Name: STEVEN D. ALVIS
Title: MANAGER

DATE: _____

WITNESS:

_____

THE STATE OF TEXAS §
COUNTY OF HARRIS §

Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Steven D. Alvis, known to me (or proved to me on the oath of _____ or through _____ (*description of identity card or other document*) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of **NEWQUEST EQUITY, L.C.**, a Texas limited liability company, such entity duly authorized to do business in the State of Texas, and as the Manager thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 23rd day of February, 2024.

NANCEE OST
Notary ID #857273
My Commission Expires
April 17, 2025

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

4-17-2025
MY COMMISSION EXPIRES:

Nancee Ost
NOTARY'S PRINTED NAME

HAYS COUNTY, TEXAS

By: _____

Ruben Becerra

COUNTY JUDGE

Date: February 6, 2024

ATTEST:

Roxanne Reagan, Deputy

February 6, 2024

COUNTY CLERK

APPROVED AS TO FORM:

By: _____

Jordan M. Powell

ASSISTANT CRIMINAL DISTRICT ATTORNEY—CIVIL DIVISION

Date: February 6, 2024

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Ruben Becerra, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the **HAYS COUNTY, TEXAS**, a political subdivision of the State of Texas, and as the County Judge thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 6th day of February, 2024.

JANICE L. JONES
Notary Public, State of Texas
Comm. Expires 01-13-2027
Notary ID 128490890

_____

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

1-13-2027

MY COMMISSION EXPIRES:

Janice L. Jones

NOTARY'S PRINTED NAME

EXHIBIT A
The Property

EXHIBIT " A "

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 101.8289 ACRES (4,435,666 SQUARE FEET) PARTIALLY OUT OF THE THOMAS G. ALLEN SURVEY, ABSTRACT NO. 26 IN HAYS COUNTY, TEXAS, AND PARTIALLY OUT OF THE DAN DOWNER SURVEY NO. 22, ABSTRACT NO. 151 IN HAYS COUNTY, TEXAS, BEING THE REMNANT PORTION OF A CALLED 104.08 ACRE TRACT CONVEYED TO CARAWAY CATTLE COMPANY FAMILY, IN VOLUME 4516, PAGE 661 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS (D.R.H.C.T.), SAID 101.8289 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

4WARD Land Surveying
PO Box 90876
Austin, TX 78709
(512) 537-2384
jward@4wardls.com
www.4wardls.com

BEGINNING, at a 1/2-inch iron rod with "4Ward Boundary" cap set at the intersection of the east right-of-way line of South IH 35 (right-of-way varies) and the north right-of-way line of Bebee Road (right-of-way varies), being the southwest corner of said 104.08 acre tract, for the southwest corner and **POINT OF BEGINNING** hereof, from which a 1/2-inch iron rod found for the intersection of the east right-of-way line of said IH 35 and the south right-of-way line of said Bebee Road, being the northwest corner of a called 45.64 acre tract (described as "Tract 1") conveyed to Sunrise Village Investment, LLC in Document No. 20032482 of the Official Public Records of Hays County, Texas (O.P.R.H.C.T.), bears, S31°37'13"W, a distance of 79.98 feet;

THENCE, with the east right-of-way line of said IH 35 and the west line of said 104.08 acre tract, the following three (3) courses and distances:

1) **N31°24'32"E**, passing at a distance of 1,908.08 feet a TxDot type II Brass Disc found for a point on line hereof, and continuing for a total distance of **3,067.92** feet to a calculated point for an angle point hereof, from which a TxDot Type I concrete monument found bears, S73°31'45"E, a distance of 1.21 feet,
2) **N53°13'03"E**, a distance of **107.88** feet to a calculated point for an angle point hereof, from which a TxDot Type I concrete monument found bears, N59°56'12"W, a distance of 1.01 feet, and
3) **N31°24'07"E**, a distance of **284.23** feet to an 1/2-inch iron rod with illegible cap found for the north corner hereof, said point being the north corner of said 104.08 acre tract, and being the west corner of Lot 2, Amberwood Commercial Section 1, a subdivision recorded in Volume 14, Page 129 of the Plat Records of Hays County, Texas (P.R.H.C.T.), said Lot 2 having been conveyed to SPI Strand 160 EX, LLC in Document No. 1830726 (O.P.R.H.C.T.), from which a 1/2-inch iron rod found for an angle point in the north line of said Lot 1, Amberwood Commercial, being in the south right-of-way line of Amberwood South (right-of-way varies), bears, N31°24'07"E a distance of 398.05 feet, and N72°48'46"E, a distance of 44.66 feet;

THENCE, leaving the east right-of-way line of said IH 35, with the northeast line of said 104.08 acre tract, in part with the southwest line of said Lot 2, Amberwood Commercial, and in part with the southwest line of Lot 1 of said Amberwood Commercial (no ownership information provided for Lot 1 per Hays County Appraisal District), the following two (2) courses and distances:

1) **S16°50'22"E**, passing at a distance of 724.16 feet a 1/2-inch iron rod with illegible cap found for the common south corner of said Lot 1 and said Lot 2, Amberwood Commercial, and continuing for a total distance of **752.15** feet to a 1/2-inch iron rod with "4Ward Boundary" cap found for an angle point hereof, and

2) **S16°53'19"W**, a distance of **610.34** feet to a 1/2-inch iron rod found for an angle point hereof;

THENCE, with the northeast line of said 104.08 acre tract, in part with the southwest line of said Lot 1, Amberwood Commercial, in part with the southwest line of a called 25.98 acre tract (described as "Tract 2") conveyed to Kyle Business Park, L.P. in Volume 2835, Page 819 (D.R.H.C.T.), and in part with the southwest lines of Lots 21 through 23, Block A, Kyle Business Park, Section One, a subdivision recorded in Volume 12, Page 395 (P.R.H.C.T.), said Lots 21 through 23 (described as part of "Tract 2") having been conveyed to Kyle Business Park, L.P. in Volume 2835, Page 819 (D.R.H.C.T.), the following three (3) courses and distances:

1) **S00°13'08"W**, passing at a distance of 5.71 feet a calculated point for the common west corner of said Lot 1, Amberwood Commercial and said 25.98 acre tract, and continuing for a total distance of **567.81** feet to a 3/8-inch iron rod found for an angle point hereof,
2) **S24°24'03"E**, passing at a distance of 431.92 feet a 1/2-inch iron rod with "Bryn" cap found for the common west corner of said 25.98 acre tract and said Lot 21, passing at a distance of 853.52 feet a calculated point for the common west corner of said Lot 21 and said Lot 22, from which a 1/2-inch iron rod with "Bryn" cap found bears S37°03'32"W, a distance of 0.39 feet, and continuing for a total distance of **1,009.62** feet to a 1/2-inch iron rod found for an angle point hereof, said point being in the west line of said Lot 22, and
3) **S18°33'49"E**, passing at a distance of 294.69 feet a 1/2-inch iron rod with "Bryn" cap found for the common west corner of said Lot 22 and said Lot 23, and continuing got a total distance of **935.60** feet to a 1/2-inch iron rod with illegible cap found for a point of curvature hereof, said point being in the northwest right-of-way line of said Bebee Road, for the southeast corner of said Lot 23, and being an angle point in the north line of a called 2.305 acre tract conveyed to Hays County, Texas for right-of-way purposes in Volume 1206, Page 472 (O.P.R.H.C.T.),

THENCE, with the north right-of-way line of said BeBee Road, with the north line of said 2.305 acre tract, and over and across said 104.08 acre tract, the following two (2) courses and distances:

1) Along a curve to the right, whose radius is **418.37** feet, whose arc length is **522.20** feet, and whose chord bears **S76°32'18"W**, a distance of **488.96** feet to a 1/2-inch iron rod with illegible cap found for a point of tangency hereof, and
2) **N67°41'19"W**, a distance of **2,281.99** feet to the **POINT OF BEGINNING** and containing 101.8289 Acres (4,435,666 Square Feet) of land, more or less.

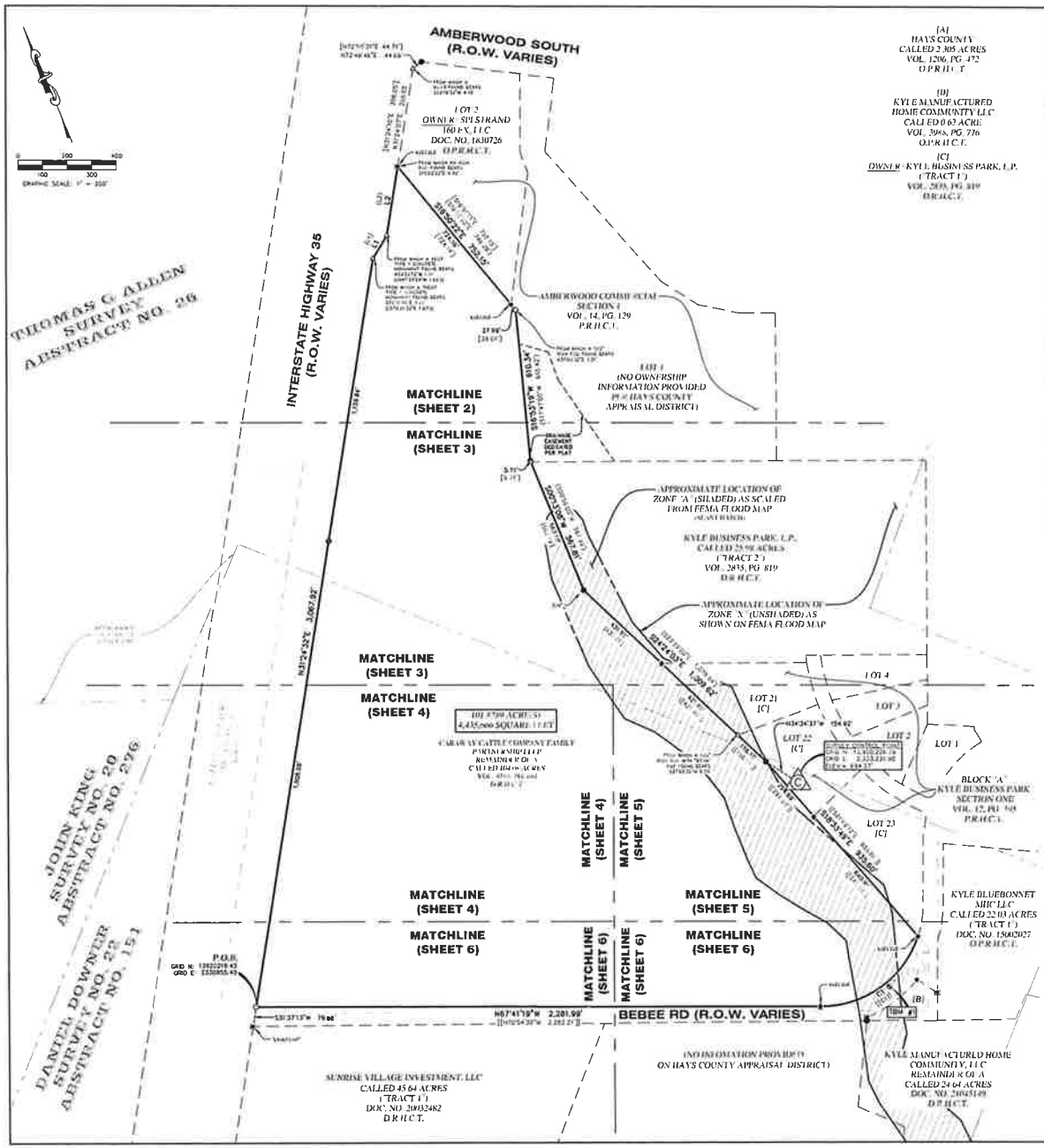
NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, South Central Zone (4204), all distances were adjusted to surface using a combined scale factor of 1.000098675586. See attached sketch (reference drawing: 01480.dwg).

9/2/2022

Jason Ward, RPLS #5811
4Ward Land Surveying, LLC





LEGAL DESCRIPTION:
BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 101.84 ACRES, MORE OR LESS, SITUATED IN THE DANIEL DOWNER SURVEY, ABSTRACT NO. 151, SECTION NO. 22 AND THE THOMAS G. ALLEN SURVEY, ABSTRACT NO. 26, HAYS COUNTY, TEXAS.

BEARING BASIS:
ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.00009675586.

SURVEY CONTROL:
CONTROL FOR THIS SURVEY IS BASED ON A MAG NAIL WITH "4WARD CONTROL" WASHER SET, GRID COORDINATES (STATE PLANE TEXAS CENTRAL – 4203) AND ELEVATIONS (NAVD88) SHOWN HEREON WERE COMPUTED FROM NGS O.P.U.S. SOLUTION REPORT DERIVED FROM 4WARD STATIC DATA COLLECTED JULY 27, 2022.

UTILITY NOTE:
THE SURVEYOR MAKES NO GUARANTEES THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED (UTILITIES SHOWN HEREON MAY BE EXAGGERATED FOR GRAPHIC REPRESENTATION ONLY) ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES ONLY THE VISIBLE ABOVE GROUND UTILITY STRUCTURES.

FLOODPLAIN NOTE:
THIS PROPERTY IS LOCATED WITHIN ZONE "A", SPECIAL FLOOD HAZARD AREA WITHOUT BASE FLOOD ELEVATIONS DETERMINED, AND ZONE "X", AREAS OF MINIMAL FLOOD HAZARD, AS SHOWN ON F.I.R.M. MAP NO. 48209C0230F, HAYS COUNTY, TEXAS AND INCORPORATED AREAS, MAP REVISED SEPTEMBER 2, 2005.

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

BENCHMARK NOTE:
TBM #1= SQUARE CUT ON TOP OF CONCRETE WING WALL ON THE NORTH SIDE OF BEBEE ROAD, EAST OF INTERSTATE 35, ± 45' SOUTHWEST OF POWER POLE NO. 017777 AND ± 48' NORTHWEST OF A TURN SIGN.
ELEVATION = 680.82'.

LIDAR TOPOGRAPHY NOTE:
PORTIONS OF THE TOPOGRAPHY SHOWN ON THIS SURVEY WERE CREATED USING TERRESTRIAL LIDAR DERIVED FROM 4WARD DRONE DATA COLLECTED ON AUGUST 18, 2022 AND REFERENCED TO THE SURVEY CONTROL SHOWN HEREON. THE ACCURACY OF LIDAR ELEVATIONS WERE FURTHER COMPARED TO SPOT ELEVATIONS FROM ON-THE-GROUND SURVEYING PERFORMED BY 4WARD ON DATE NOTED IN SURVEYOR'S CERTIFICATION

GENERAL NOTES:
1) PROPERTY ADDRESS: 301 BEBEE RD, KYLE, TX 78640

2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.

3) THE LOCATION OF FENCES AND THE SIZE AND LOCATION OF UTILITY STRUCTURES, (IF SHOWN), MAY BE EXAGGERATED FOR GRAPHICAL CLARITY.

4) THERE WERE NO STRIPED PARKING SPACES ON THIS SITE AT THE TIME OF SURVEY.

5) THERE WAS NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS.

TITLE COMMITMENT NOTES:
COMMITMENT FOR TITLE INSURANCE PREPARED BY: FIRST AMERICAN TITLE INSURANCE COMPANY
G.F. NO.: 2022014I7
EFFECTIVE DATE: MARCH 14, 2022
ISSUED: MARCH 21, 2022

THE SURVEYOR HAS RELIED UPON THE REFERENCED COMMITMENT FOR TITLE REGARDING EASEMENTS, RESTRICTIONS, AND OTHER MATTERS AFFECTING THIS PROPERTY. NO ADDITIONAL RESEARCH WAS DONE FOR THE PURPOSE OF THIS SURVEY. ITEMS LISTED ARE WORDED ACCORDING TO THE COMMITMENT, FOLLOWED BY SURVEYOR'S NOTES AND/OR OBSERVATIONS SHOWN IN BRACKETS [ ]

I) THE FOLLOWING RESTRICTIVE COVENANTS OF RECORD ITEMIZED BELOW: (DELETED)

10) THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:

A. ACCESS AND USE RESTRICTIONS AS SET OUT IN THAT CERTAIN DEED (CONTROLLED ACCESS HIGHWAY FACILITY) TO THE STATE OF TEXAS RECORDED IN VOLUME 178, PAGE 583 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS. [DOES NOT AFFECT – SHOWN ON SURVEY]

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N53°13'03"E	107.88'
L2	N31°24'07"E	284.23'

RECORD LINE TABLE		
LINE #	DIRECTION	LENGTH
(L1)	N53°17'00"E	104.87'
(L2)	N33°17'00"E	283.10'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C1	523.20'	418.27'	71°39'31"	S78°32'16"W	488.96'

RECORD CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
((C1))	533.41'	418.27'	71°39'41"	S72°18'08"W	499.13'

ALTA/NSPS CERTIFICATION:
TO: TOD ACQUISITIONS, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, CARAWAY CATTLE COMPANY FAMILY PARTNERSHIP LLLP, AND FIRST AMERICAN TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1–6, 7(a), 8, 10, 11(a), 13, 15, AND 19 OF TABLE A THEREOF.
THE FIELD WORK WAS COMPLETED ON AUGUST 26, 2022.

JASON WARD, RPLS
TEXAS REGISTRATION NO. 5811
9/1/2022
DATE



VICINITY MAP
SCALE: 1" = 2000'

LEGEND

	PROPERTY LINE
	EXISTING PROPERTY LINES
	EXISTING EASEMENTS
	CENTER LINE
△	CALCULATED POINT
○	1/2" IRON ROD WITH "4WARD BOUNDARY" CAP SET
⊕	1x30 TYPE II BRASS DISC FOUND (UNLESS NOTED)
●	1/2" IRON ROD FOUND (UNLESS NOTED)
★	IRON ROD WITH "BRYC" CAP FOUND (UNLESS NOTED)
⊛	BENCHMARK
▣	AIR CONDITIONER UNIT
△	SURVEY CONTROL POINT
●	BOLLARD POST (UNLESS NOTED)
E	ELECTRIC JUNCTION BOX
G	GAS METER
⊗	GAS VALVE
▤	MANHOLE
⊛	SEPTIC TANK LID
▤	TELECOMMUNICATIONS PEDESTAL
⊗	WATER FAUCET
(S)	STORM SEWER MANHOLE
⊛	SIGN (AS NOTED)
⊛	POWER/UTILITY POLE
⊛	GUY ANCHOR
⊛	GAS MARKER POST
⊛	TELECOMMUNICATIONS POST
x x	WIRE FENCE
//	WOOD FENCE
CL	CHAIN LINK FENCE
	WROUGHT IRON FENCE
	BARBED WIRE
G	GUARD RAIL
S	STORM SEWER LINE
	CONCRETE
FFE	FINISHED FLOOR ELEVATION
RCP	REINFORCED CONCRETE PIPE
CMP	CORRUGATED METAL PIPE
FL ELEV	FLOW LINE ELEVATION
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT-OF-WAY
VOL./PG	VOLUME, PAGE
D.R.T.C.T.	DEED RECORDS, TRAVIS COUNTY, TEXAS
P.R.H.C.T.	PLAT RECORDS, HAYS COUNTY, TEXAS
O.P.R.H.C.T.	OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
( )	RECORD INFORMATION PER DEED VOL. 270, PG. 828
(( ))	RECORD INFORMATION PER 78001 MAP 48209C0230H
[ ]	RECORD INFORMATION PER PLAT VOL. 1, PG. 129
{{ }}	RECORD INFORMATION PER DEED VOL. 1008, PG. 472
(( ))	RECORD INFORMATION PER PLAT VOL. 12, PG. 98
[ ]	RECORD INFORMATION PER DEED VOL. 2825, PG. 819

ALTA/NSPS LAND TITLE TOPOGRAPHIC AND TREE SURVEY OF A REMAINDER OF A CALLED 104.08 ACRES OUT OF THE DANIEL DOWNER SURVEY NO. 22 ABSTRACT NO. 151 AND THE THOMAS G ALLEN SURVEY ABSTRACT NO. 26

City of Kyle,
Hays County, Texas

4WARD Land Surveying
PO Box 93875, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10112300

Date	9/2/2022
Project	211462
Scale	1" = 100'
Revised	N/A
Tech	TC
Field Chief	JC/JW
Survey Date	Aug. 2022
Sheet	1 OF 1



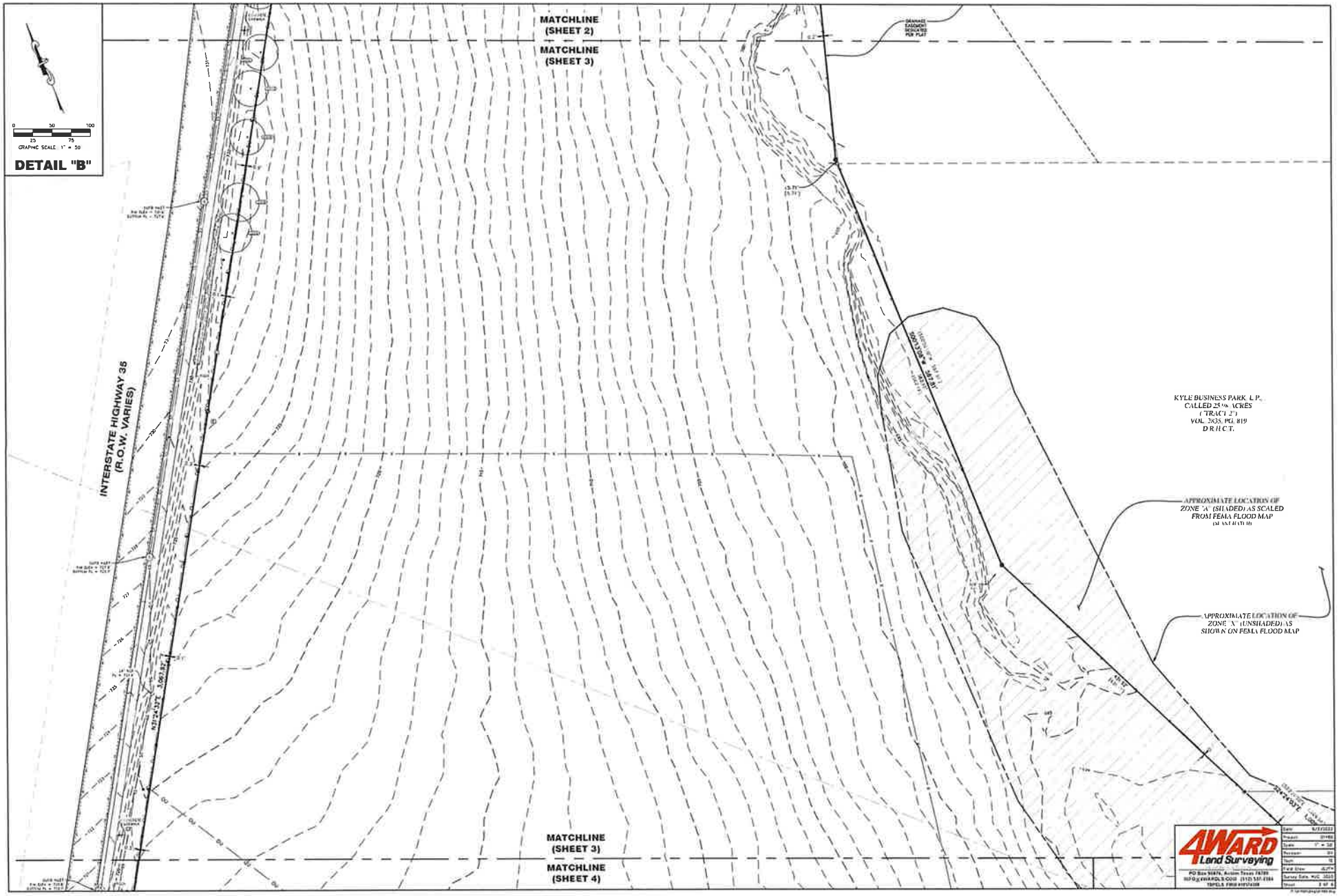
TREE LIST

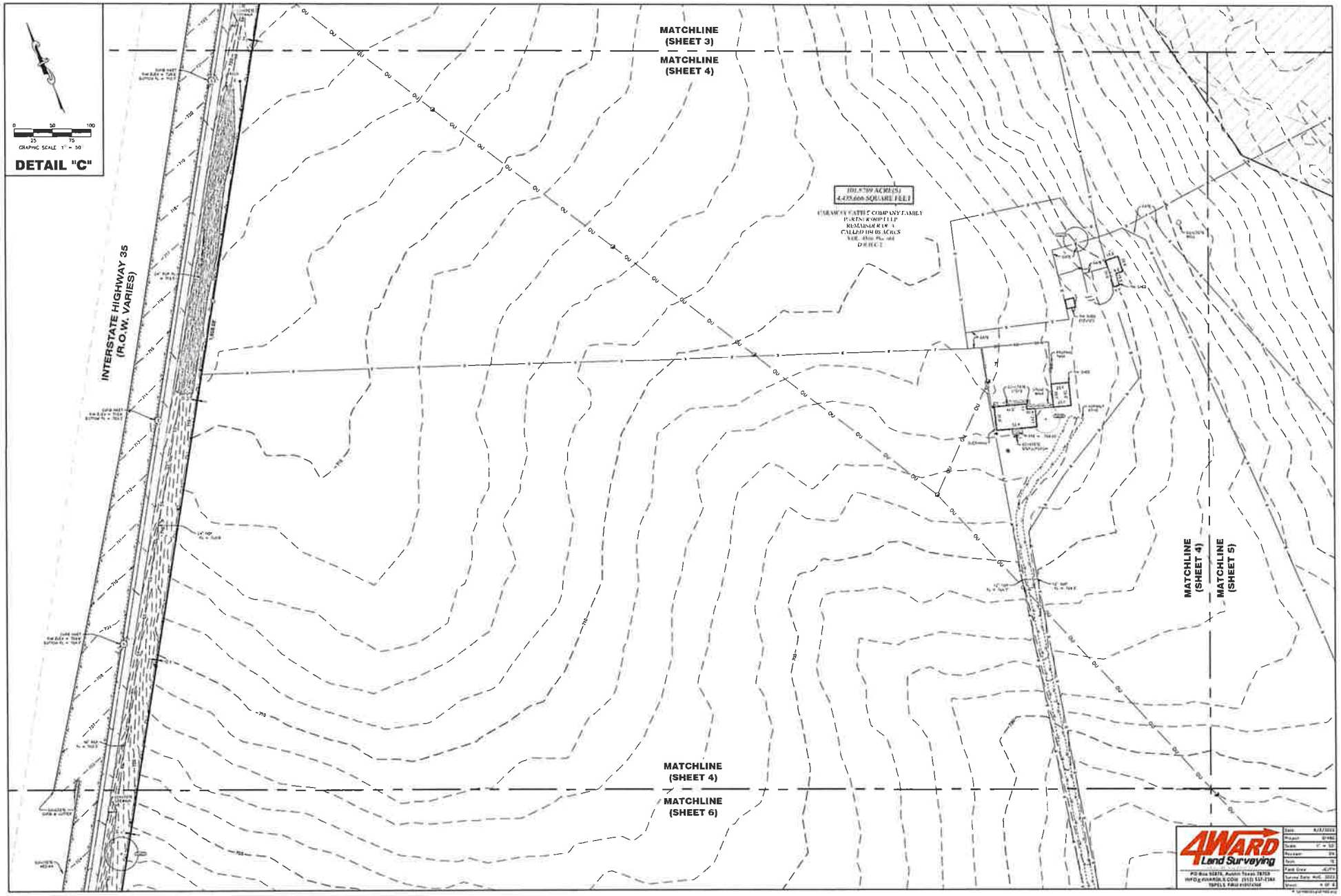
NUMBER	DESCRIPTION
5000	14" WILLOW
5001	17" WILLOW 9-8
5002	17" CEDAR ELM
5003	24" WILLOW 13-12
5004	18" WILLOW
5005	28" CYPRESS
5006	10" CEDAR ELM
5007	11" LIVE OAK
5008	28" LIVE OAK
5009	27" LIVE OAK
5010	18" LIVE OAK
5011	28" LIVE OAK
5012	23 LIVE OAK
5013	23" LIVE OAK
5014	23" LIVE OAK
5015	25" LIVE OAK
5016	23" LIVE OAK
5017	22" LIVE OAK
5018	18" CHINABERRY 12-11
5019	18" HACKBERRY
5020	8" HACKBERRY
5031	9" HACKBERRY
5032	9" HACKBERRY
5033	6" HACKBERRY
5034	6" HACKBERRY
5035	16" HACKBERRY
5026	15" WILLOW 10-10
5027	22" WILLOW 19-11

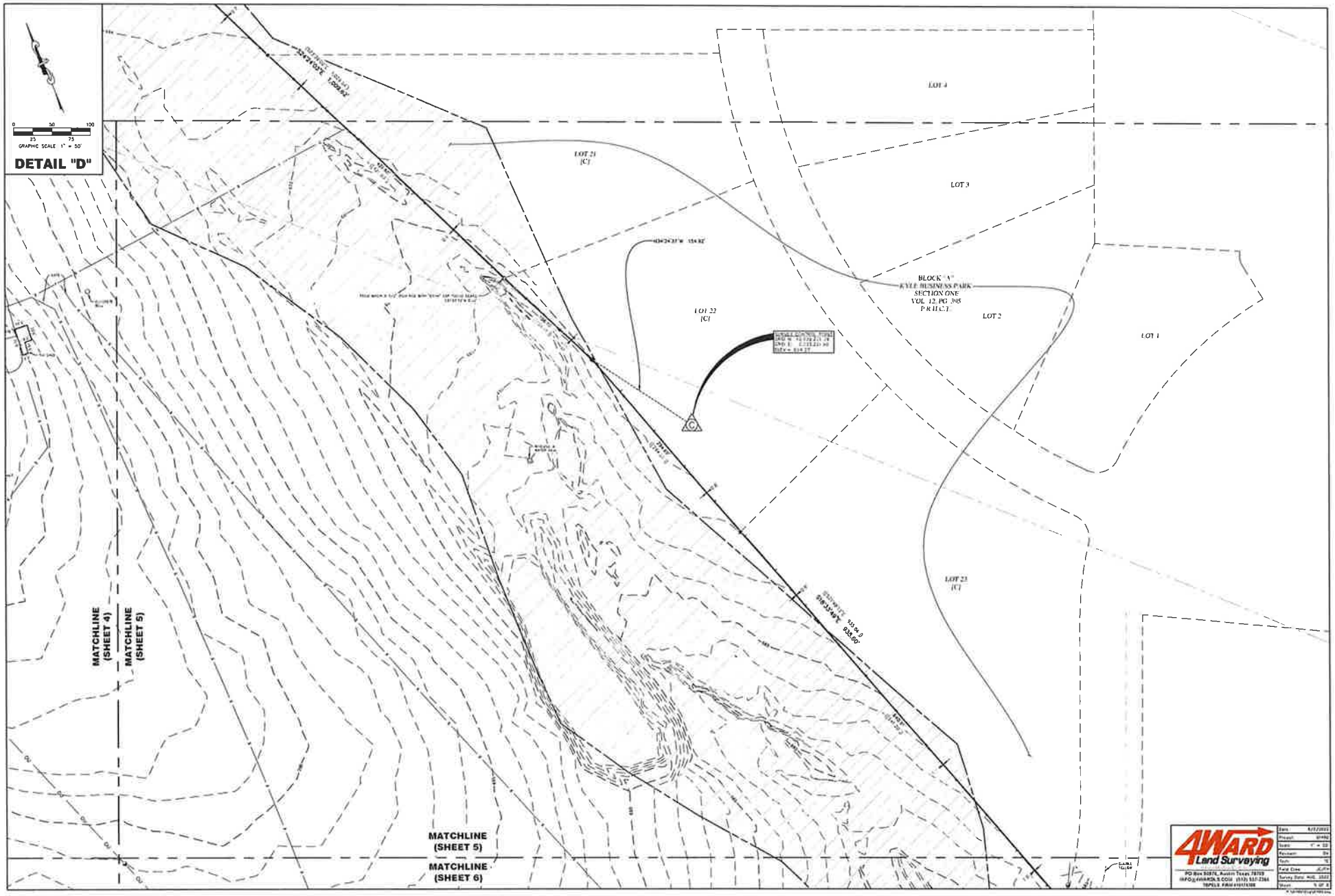
DETAIL "A"

4WARD Land Surveying
PO Box 93874, Austin, Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10014300

Date	8/31/2021
Project	21-192
Scale	1" = 50'
Reviewed	RH
Tech	TB
Field Crew	JC,PH
Survey Date	Aug. 2021
Sheet	3 OF 4


MATCHLINE
(SHEET 2)
MATCHLINE
(SHEET 3)
MATCHLINE
(SHEET 3)
MATCHLINE
(SHEET 4)
INTERSTATE HIGHWAY 35
(R.O.W. VARIES)
KYLE BUSINESS PARK, L.P.
CALLED 25.00 ACRES
(TRACT 2)
VOL. 2655, PG. 819
D.R.H.C.T.
APPROXIMATE LOCATION OF
ZONE "A" (SHADED) AS SCALED
FROM FEMA FLOOD MAP
APPROXIMATE LOCATION OF
ZONE "X" (UNSHADED) AS
SHOWN ON FEMA FLOOD MAP
0
50
100
25
75
GRAPHIC SCALE 1" = 50
DETAIL "B"
4WARD
Land Surveying


DETAIL "C"
GRAPHIC SCALE 1" = 50
0
50
100
25
75
MATCHLINE (SHEET 3)
MATCHLINE (SHEET 4)
INTERSTATE HIGHWAY 35 (R.O.W. VARIES)
MATCHLINE (SHEET 4)
MATCHLINE (SHEET 5)
MATCHLINE (SHEET 4)
MATCHLINE (SHEET 6)
AWARD Land Surveying


DETAIL "D"
GRAPHIC SCALE 1" = 50'
LOT 4
LOT 3
LOT 2
LOT 1
LOT 21 (C)
LOT 22 (C)
LOT 23 (C)
BLOCK "A"
KYLE BUSINESS PARK
SECTION ONE
VOL. 12, PG. 395
P.R.H.C.T.
MATCHLINE (SHEET 4)
MATCHLINE (SHEET 5)
MATCHLINE (SHEET 5)
MATCHLINE (SHEET 6)
4WARD Land Surveying

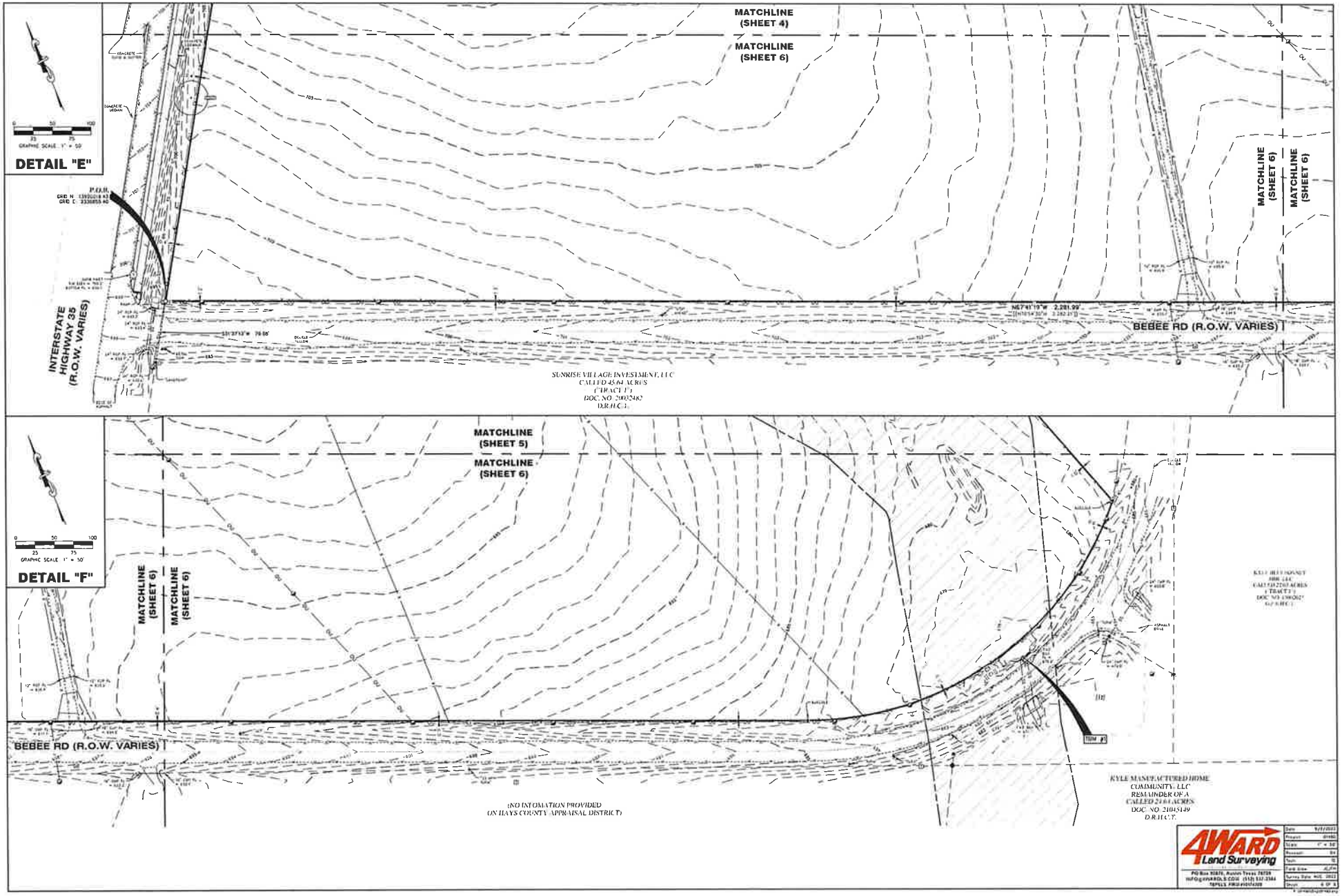

DETAIL "E"
GRAPHIC SCALE 1" = 50'
P.O.B.
GRID N: 13920018.42
GRID E: 2338858.40
MATCHLINE (SHEET 4)
MATCHLINE (SHEET 6)
MATCHLINE (SHEET 6)
MATCHLINE (SHEET 6)
INTERSTATE HIGHWAY 35 (R.O.W. VARIES)
S31°37'13"W 79.18'
N67°41'19"W 2,281.99'
BEBEE RD (R.O.W. VARIES)
SUNRISE VILLAGE INVESTMENT, LLC
CALLED 45.64 ACRES
(TRACT 1)
DOC. NO. 21032482
O.P.R.H.C.T.
DETAIL "F"
GRAPHIC SCALE 1" = 50'
MATCHLINE (SHEET 5)
MATCHLINE (SHEET 6)
MATCHLINE (SHEET 6)
MATCHLINE (SHEET 6)
BEBEE RD (R.O.W. VARIES)
(NO INFOMATION PROVIDED
ON HAYS COUNTY APPRAISAL DISTRICT)
KYLE MANUFACTURED HOME
COMMUNITY, LLC
REMAINDER OF A
CALLED 21.61 ACRES
DOC. NO. 21045149
O.P.R.H.C.T.
4WARD Land Surveying

EXHIBIT B

URBAN DISTRICT PARK TRACT

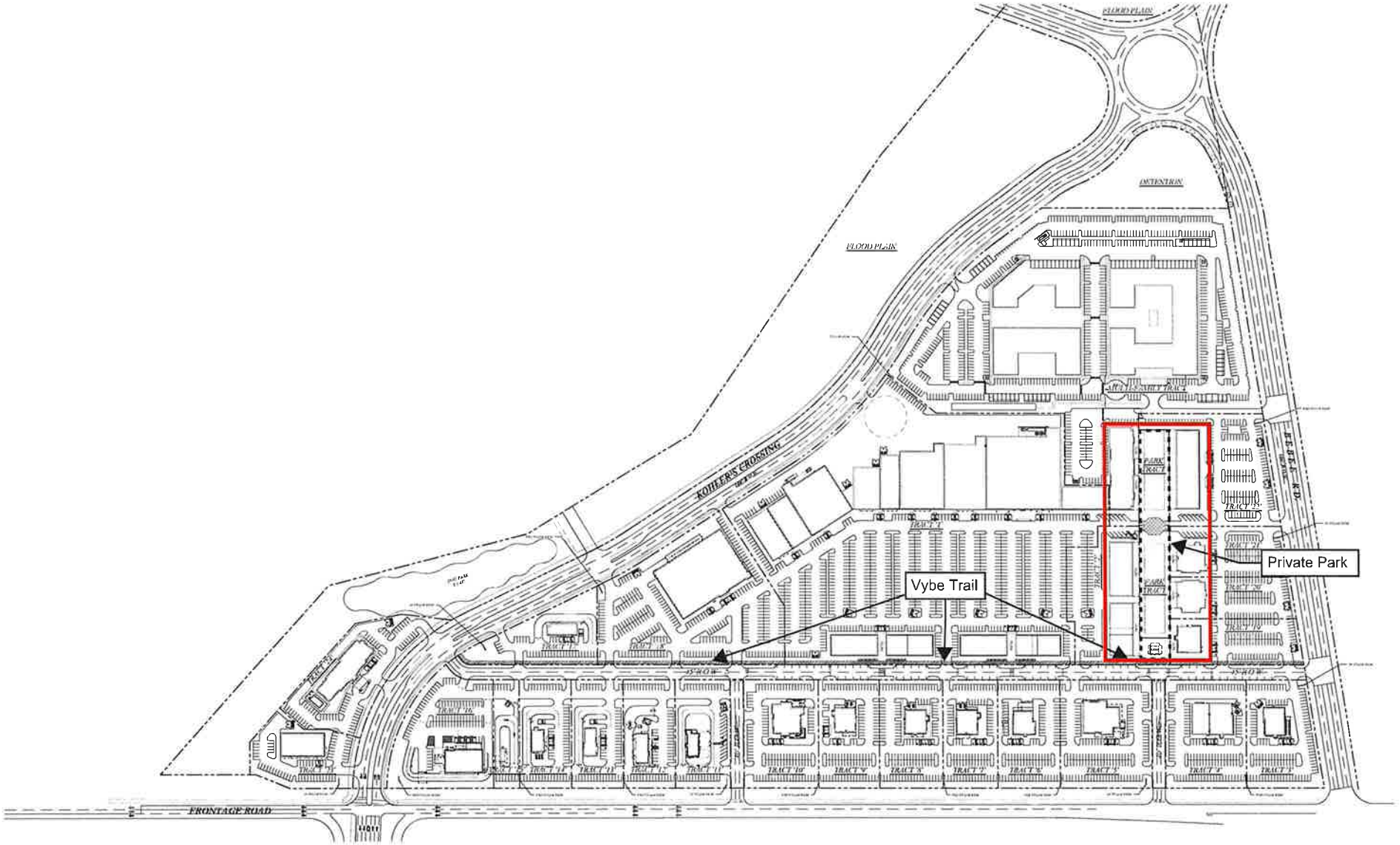


EXHIBIT B - URBAN DISTRICT PARK TRACT

NewQuest Properties
8827 W. Sam Houston Parkway N.
Suite 200 | Houston, Texas 77040
281.477.4300 www.newquest.com

EXHIBIT C

HAYS COUNTY
CHAPTER 381 AGREEMENT (THE "AGREEMENT") PERFORMANCE CRITERIA REPORT FORM

Chapter 381 Incentives Performance Certification

PROJECT STATUS – THRESHOLD PERFORMANCE CRITERIA (provide in Year 1 only)

☐ Copies of documentation showing issuance of site development permits and certificates of occupancy for the square footage required by the 381 Agreement.

☐ Proof of compliance with Sections IV.C-E of the 381 Agreement.

PROJECT STATUS – ONGOING PERFORMANCE CRITERIA (for years following Year 1)

Please provide each of the following documents as an attachment to this Certification:

☐ Copies of documentation showing issuance of site development permits and certificates of occupancy for the square footage required by the 381 Agreement.

☐ Proof of compliance with Sections IV.C-E of the 381 Agreement.

CERTIFICATION

I certify that to the best of my knowledge and belief, the information and attached documents provided in this Chapter 381 Incentives Certification are true and accurate and in compliance with the terms of the Chapter 381 Agreement with Hays County. I further certify that to the best of my knowledge and belief, I have met the requirements of the Performance Criteria, as that term is defined in the Agreement applicable to NewQuest.

_____ _____
Printed Name and Title of Certifying Officer Signature of Certifying Officer

_____ _____ _____
Date Telephone Number Email Address

NOTE: This Chapter 381 Incentives Certification shall be filed with the County prior to the payment of the Chapter 381 Incentives.