RESOLUTION NO. 01-07-2025B

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GAINESVILLE, TEXAS, AUTHORIZING THE MAYOR TO SIGN A CHAPTER 380 AGREEMENT WITH CAMP HOWZE DEVELOPMENT PARTNERS, LLC.

WHEREAS, the City of Gainesville, Texas, recognizes the importance of fostering economic development within the community; and

WHEREAS, the City has proposed entering into a Chapter 380 Economic Development Agreement with Camp Howze Development Partners, LLC. to promote economic growth and job creation within the city; and

WHEREAS, the City owns certain real property consisting of approximately 82.94 acres, located northwest of our northwest city limits boundary [Property ID 25433, 26341, and 27209] and has determined that the conveyance of this property to the Developer will support and facilitate the proposed development; and

WHEREAS, Chapter 380 of the Texas Local Government Code authorizes municipalities to provide economic incentives, including the conveyance of real property, to promote development within their boundaries; and

WHEREAS, the City Council of the City of Gainesville has reviewed and discussed the terms of the proposed Chapter 380 Agreement, which will include the conveyance of 82.94 acres of City-owned land to the Developer for the purpose of industrial development; and

WHEREAS, the City Council finds that the proposed Chapter 380 Agreement and land conveyance will promote the public welfare, advance economic development, and provide substantial benefits to the citizens of Gainesville, Texas.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GAINESVILLE, TEXAS, MEETING IN REGULAR SESSION ON JANUARY 7, 2025 THAT:

Authorization: The Mayor of the City of Gainesville is hereby authorized to sign the Chapter 380 Economic Development Agreement between the City of Gainesville, Texas and Camp Howze Development Partners, LLC., hereto attached as "Exhibit A".

Conveyance of Property: The City Council authorizes the conveyance of 82.94 acres of City-owned land, Property ID 25433, 26341, and 27209, to Camp Howze Development Partners, LLC., for the purpose of industrial development pursuant to the terms and conditions set forth in the Chapter 380 Agreement.

Effective Date: This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED THIS 7TH DAY OF JANUARY, 2025 BY THE FOLLOWING VOTES:

7 AYES, 0 NAYS, 0 ABSENT, 0 ABSTENTIONS

TOMMY MOORE, MAYOR

ATTEST:

DIANA ALCALA, CITY SECRETARY

CITY OF GAINESVILLE, TEXAS SEAL COOKE COUNTY

CHAPTER 380 ECONOMIC DEVELOPMENT GRANT AGREEMENT BETWEEN THE CITY OF GAINESVILLE, TEXAS, AND CAMP HOWZE DEVELOPMENT PARTNERS, LLC

This **CHAPTER 380 ECONOMIC DEVELOPMENT GRANT AGREEMENT** (this "Agreement") is made by and between the City of Gainesville, Texas ("City"), and Camp Howze Development Partners, LLC, a Texas Limited Liability Company ("Company"), each a "Party "and collectively the "Parties", acting by and through their respective authorized officers and representatives.

RECITALS

WHEREAS, the City Council of the City of Gainesville, Texas (the "City Council") has investigated and determined that it is in the best interest of the City and its citizens to encourage economic development programs, including programs for making loans and grants of public money to promote local economic development and stimulate business and commercial activity in the City pursuant to Chapter 380, Texas Local Government Code, as amended ("Chapter 380"); and

WHEREAS, Texas Local Government Code Section 380.001 and Article III, Section 52-a, of the Texas Constitution authorizes the City to establish an economic development program ("Program"), and the City hereby establishes such a Program whereby the City agrees to grant public monies to Company in the form of an incentive to advance the public purposes of stimulating business and commercial activity in the City, developing and diversifying the City's economy, reducing City and State unemployment or underemployment by creating employment opportunities, adding taxable improvements to real property in the City, and expanding commerce to and through the City; and

WHEREAS, the Company owns or intends to acquire several tracts of land within the City of Gainesville's corporate limits and extraterritorial jurisdiction ("ETJ") described on **Exhibit A**, attached hereto and incorporated herein (the "Company Property"); and

WHEREAS, the City owns three tracts of land adjacent to the Company Property described on **Exhibit B,** attached hereto and incorporated herein (the "City Property"), which it intends to convey to the Company by special warranty deed; and

WHEREAS, Texas Local Government Code § 253.0125 authorizes the City to transfer to the Company real property owned by the City for consideration in the form of this Agreement which requires the Company to use the property for the primary public purpose of economic development, including, but not limited to, construction of taxable improvements, expansion of the City's tax base, and job creation; and

WHEREAS, this Agreement includes provisions granting the City sufficient control to ensure that the public purpose is accomplished and the City receives the return benefit; and

WHEREAS, the Company Property and the City Property are currently not likely to

develop on their own, but are located near or adjacent to the Company's planned Camp Howze industrial development (the "Camp Howze Industrial Rail Park"), a portion of which will be rail-served; and

WHEREAS, there is an existing underground pipeline that currently runs through the Project Site interfering with development of the Project Site, the removal of which would allow for additional development; and

WHEREAS, the Company intends to purchase the Company Property, acquire the City Property, incorporate both (collectively, the "Project Site") into an extension of the Camp Howze Industrial Rail Park, annex the Project Site into the City, and cause the removal (at the Company's expense) of an existing underground pipeline that currently runs through the Project Site interfering with development, all so that such Project Site can be efficiently developed as an extension of the Camp Howze Industrial Rail Park, with the anticipation that multiple modern industrial / manufacturing facilities can be developed on the Project Site and the Camp Howze Industrial Rail Park (collectively, the "Project"); and

WHEREAS, the City Council has investigated and determined that the Company's Project qualifies for a Grant under the Chapter 380 Program established by the City in this Agreement; and

WHEREAS, although the exact number of industrial buildings and the exact layout are not yet finalized, following final buildout, the Project is expected to provide approximately five hundred (500) full-time equivalent jobs and to add an approximate $200,000,000 in increased taxable value to the City; and

WHEREAS, the City has determined that making an economic development grant to the Company to incentivize the completion of the Project during the term of this Agreement in accordance with this Agreement will benefit the City and the City's inhabitants and advance a public purpose for the City by promoting local economic development and stimulating business and commercial activity in the City.

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I
DEFINITIONS

1.1 For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

"Agreement" shall mean this Chapter 380 Economic Development Agreement and Performance Agreement, together with all exhibits, schedules, and attachments that are attached to this Agreement.

"City" shall mean City of Gainesville, Texas.

"Company" shall mean Camp Howze Development Partners, LLC, a Texas limited liability company.

"Effective Date" shall mean the date this Agreement is last signed by all parties.

"Force Majeure" shall mean any delays due to strikes, riots, acts of God, shortages of labor or materials, war, terrorism, governmental approvals, laws, regulations, or restrictions, natural phenomena such as storms, floods, lighting and earthquakes, and inclement construction weather; transportation disasters, whereby ocean, rail, land or air; epidemics or pandemics; changes in market or financing conditions that would make it infeasible or imprudent to proceed with a particular stage of project at a particular time, or any other cause of any kind whatsoever which is beyond the reasonable control of a Party.

"Program" shall mean the City economic development program established by this Agreement pursuant to Chapter 380 of the Texas Local Government Code together with any amendments, permutations, or recodifications of such Code provisions whether renaming such economic incentive or other modifications thereof.

"Program Grant" shall mean any in-kind, cash, or economic benefit provided to Company by the City in furtherance of this Program and as outlined in Article III of this Agreement.

"Project Term" shall mean the date that is three (3) years after the date on which the Company acquires title to the City Property.

Article II
TERM

2.1 Term. The term of this Agreement shall begin on the Effective Date and shall expire on the expiration of the Project Term unless otherwise terminated under the provisions of this Agreement.

2.2 Extension. This Agreement may be extended for an additional period of time on terms mutually acceptable to both parties by a written agreement executed by both parties.

Article III
ECONOMIC DEVELOPMENT GRANT

3.1 City Property. The City owns the City Property, an approximate 82.94-acre site which includes Cook CAD Property IDs 25433, 27209, and 26341 within the Project Site, as shown in **Exhibit B**, and as the City's Program Grant to the Company, the City shall convey the City Property to the Company by special warranty deed (the "Deed"). Such grant of City Property is conditioned upon, and shall only occur after, the completion of items (i), (ii), (iii), and (iv) below:

(i) Company acquires title to Cooke CAD Property IDs 4852, 4853, and 26339; and
(ii) Company submits an irrevocable petition for voluntary annexation of Cooke CAD Property IDs 4852, 4853, and 26339; and
(iii) Company procures, and provides to City, a legal survey, including metes and bounds legal description, of the City Property; and
(iv) Following receipt of the Company's petition for voluntary annexation, the City shall complete annexation of the City Property and CAD Property IDs 4852, 4853, and 26339, which shall be completed within a reasonable time.

3.1.1 Title Insurance. If requested by the Company, the City shall provide the Company with a standard owner's policy insuring marketable title at closing. Company shall reimburse City for all costs incurred in securing title insurance. If any matter disclosed by the Title Commitment adversely and materially affects the Company's intended use of the Property, the Company shall have the right to terminate this Agreement.

3.1.2 Disannexation of the Project Site. It is expressly understood and agreed to by the Parties that the Company, its successors, or assigns shall not have the right to disannex from the City any portion of the Project Site as shown in Exhibit C without the prior written consent of the City. The Deed shall include a restriction to such effect that will be binding on the Company, its successors and assigns.

3.1.3 **RELEASE. THE COMPANY FULLY RELEASES AND DISCHARGES THE CITY AND RELINQUISHES ALL RIGHTS, CLAIMS AND ACTIONS THAT COMPANY MAY HAVE OR ACQUIRE AGAINST THE CITY WHICH ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH THE CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION THE PRESENCE OF HAZARDOUS MATERIALS ON, UNDER OR ABOUT ANY PROPERTY (INCLUDING BUT NOT LIMITED TO ANY UNDISCOVERED HAZARDOUS MATERIALS LOCATED BENEATH THE SURFACE OF THE PROPERTY). THIS RELEASE APPLIES TO ALL DESCRIBED RIGHTS, CLAIMS AND ACTIONS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, PRESENT OR FUTURE.** For purposes of this Section 3.1.3, all references to "City" shall include City officers, employees, and agents. The provisions of this Section 3.1.3 shall be effective upon the conveyance of the City Property to Company and shall survive the termination of this Agreement.

ARTICLE IV
PERFORMANCE OBLIGATIONS OF COMPANY

The City and Company each agree that as a condition of this Agreement and the receipt of any Program Grant, Company must comply with the following performance requirements, conditions, and restrictions on the Project Site which represent material obligations of this Agreement:

4.1 Company Pipeline Removal Performance Obligations. Within the Project Term, the Company shall, at the Company's sole expense, cause the removal of an existing underground pipeline that currently runs through the Project Site interfering with development (the "Pipeline Removal

Obligation"). After the Company has completed the Pipeline Removal Obligation, the Company may provide written notice thereof to the City, in which event the City shall confirm such completion and provide a written acknowledgement of same to the Company.

ARTICLE V
DEFAULT AND TERMINATION

5.1 Material Breach. 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 after being notified in writing of the material breach or misrepresentation and fails to cure such material breach within thirty (30) calendar days. If the Company fails to complete the Pipeline Removal Obligation in Section 4.1 or breaches the requirement set forth in Section 3.1.2 during the Project Term, the City can send the Company written notice of such failure, at which time the Company shall pay in one lump sum to the City the fair market value of the City Property as may be determined by an appraiser selected by the City.

5.2 Termination. This Agreement may be terminated upon any one of the following:

(a) by mutual written agreement of the parties;

(b) by City or Company, respectively, if the other party defaults or breaches any of the terms or conditions of this Agreement in any material respect and such default or breach is not cured within thirty (30) days after written notice thereof by the City or Company, as the case may be;

(c) by City, if Company suffers an Event of Bankruptcy or Insolvency;

(d) by City or Company, respectively, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders the performance of this Agreement invalid, illegal or unenforceable;

(e) expiration of the term, or any subsequent renewal of the term.

The rights, responsibilities and liabilities of the parties under this Agreement shall be extinguished upon the termination of this Agreement except for any rights, responsibilities and/or liabilities that accrued prior to such termination.

Article VI
Miscellaneous

6.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties.

6.2 LIMITATION ON LIABILITY. IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES THAT THE COMPANY AND CITY, IN SATISFYING THE CONDITIONS OF THIS AGREEMENT, HAVE ACTED INDEPENDENTLY, AND CITY ASSUMES NO RESPONSIBILITIES OR LIABILITIES TO THIRD PARTIES IN CONNECTION WITH THESE ACTIONS. THE COMPANY AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY FROM ALL SUCH CLAIMS, SUITS, AND CAUSES OF ACTIONS, LIABILITIES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, OF ANY NATURE WHATSOEVER BY A THIRD PARTY ARISING OUT OF THE COMPANY'S PERFORMANCE OF THE CONDITIONS UNDER THIS AGREEMENT.

6.3 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties.

6.4 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.5 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received (i) three days after deposit into the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or (ii) on the day actually received if sent by courier or otherwise hand delivered.

City: City of Gainesville
Attn: City Manager
200 South Rusk
Gainesville, Texas 76240

With a copy to: Messer Fort, PLLC
Attn: Susan Thomas
6371 Preston Rd., Ste. 200
Frisco, Texas 75034

Company: Camp Howze Development Partners, LLC
c/o John Schmitz
114 E. Foreline Dr.
Gainesville, TX 76240

With a copy to: B-29 Family Holdings
14131 Midway Road
Addison, Texas 75001
Attn: Marc Rose

6.6 Entire Agreement. This Agreement is the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral, oral or written agreement between the Parties that in any manner relates to the subject matter of this

Agreement, except as provided in any Exhibits attached hereto.

6.7 Governing Law. This Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Cooke County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.8 Amendment. This Agreement may only be amended by a written agreement executed by the Parties.

6.9 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.10 Recitals Adopted. The recitals in this Agreement are true and correct, represent representations and warranties of the Parties, and are incorporated as part of this Agreement for all purposes.

6.11 No Third-Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third-party beneficiaries by entering into this Agreement.

6.12 Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this Agreement.

6.13 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.14 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.15 Governmental Immunity. The City may avail itself of any applicable governmental immunity available under state law.

6.16 Remedies. If a Party is in default, the aggrieved Party may only seek relief for specific performance, mandamus, injunctive relief, or breach of contract. Attorneys' fees and consequential, compensatory, or incidental damages are not recoverable as a remedy.

6.17 Dispute Resolution. Any controversy or claim arising from or relating to this Agreement, or a breach thereof shall be subject to non-binding mediation, as a condition precedent to the institution of legal or equitable proceedings by any Party unless the institution of such legal or equitable proceeding is necessary to avoid the running of an applicable statute of limitation. The Parties shall endeavor to resolve their claims by mediation. City and Company shall share the costs of mediation equally. The mediation shall be held in Gainesville, Texas, unless another location is mutually agreed upon.

6.18 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same, including:

Exhibit A: Company Property
Exhibit B: City Property
Exhibit C: Project Site

6.19 Assignment. This Agreement may not be assigned by Company other than to an affiliate of Company, in whole or in part, without the prior written consent of City. Any attempted assignment by Company in violation of the terms and provisions of this section shall be void.

6.20 Employment of Undocumented Workers. During the term of this Agreement, the Company agrees not to knowingly employ any undocumented workers, and if convicted of a violation under 8 U.S.C. Section 1324a(f), the Company shall repay any monetary Grant herein and any other funds received by the Company from the City as of the date of such violation, plus interest at the rate of 6.0% compounded annually from the date of violation until paid. The Company is not liable for a violation of this Section by a subsidiary, affiliate, or franchisee of the Company or by a person or entity with whom the Company contracts.

6.21 No Permit. This Agreement does not constitute a permit pursuant to Chapter 245 of the Texas Local Government Code and or any City code or regulation and does not vest any rights to the Company pursuant thereto. The City does not, by entering into this Agreement, concede or agree that there are any developer rights or obligations arising under Chapter 245 of the Texas Local Government Code and the City reserves all rights and defenses against any such assertion.

6.22 Ethics Disclosure. Company represents that it has completed a Texas Ethics Commission ("TEC") form 1295 (Form 1295) generated by the TEC's electronic filing application in accordance with the provisions of Texas Government Code 2252.908 and the rules promulgated by the TEC. The Parties agree that, with the exception of the information identifying the City and the contract identification number, the City is not responsible for the information contained in the Form 1295. The information contained in the Form 1295 has been provided solely by the Company and the City has not verified such information. City agrees to acknowledge receipt of the Form 1295 on the Texas Ethics Commission website within 30 days of receipt of the Form 1295 from Company.

6.23 Report Agreement to Comptroller's Office. City covenants and agrees to report this Agreement to the State Comptroller's office within fourteen (14) days of the Effective Date of

this Agreement, in accordance with Section 380.004 of the Texas Government Code, as added by Texas House Bill 2404, 87th Tex. Reg. Session (2021) (effective September 1, 2021).

6.24 Authority and Enforceability. The City represents and warrants that this Agreement has been duly adopted by official action of the City Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. Company represents and warrants that this Agreement has been approved by appropriate action of Company and that the individual executing this Agreement on behalf of Company has been duly authorized to do so.

6.25 Compliance. To the greatest extent required by law, Company during the term of this Agreement shall comply with all local ordinances, state and federal laws and environmental regulations related to the Project.

6.26 No Israeli Boycott. Pursuant to Section 2271.002, Texas Government Code, the Company hereby (i) represents that it does not boycott Israel, and (ii) subject to or as otherwise required by applicable federal law, including without limitation 50 U.S.C. Section 4607, agrees it will not boycott Israel during the term of the Agreement. As used in the immediately preceding sentence, "boycott Israel" shall have the meaning given such term in Section 2271.001, Texas Government Code. Notwithstanding anything contained herein, the representations and covenants contained in this Section, "No Israeli Boycott," shall survive termination of this Agreement until the statute of limitations has run.

6.27 Foreign Terrorist Organizations. The Company hereby represents that (i) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153 or Section 2270.0201, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Section 2252.151, Texas Government Code. Notwithstanding anything contained herein, the representations and covenants contained in this Section, "Foreign Terrorist Organizations," shall survive termination of the Agreement until the statute of limitations has run.

6.28 Energy Company Boycott. To the extent this Agreement constitutes a contract for goods or services for which a written verification statement is required under Section 2276.002, Texas Government Code, as amended, the Company hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2276.002, Texas Government Code, as amended, to the extent Section 2276.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. The Company understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Company and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this

Section, "Energy Company Boycott," shall survive termination of the Agreement until the statute of limitations has run

6.29 Verification Regarding Discrimination Against Firearm Entity or Trade Association. To the extent this Agreement constitutes a contract for goods or services for which a written verification statement is required under Section 2274.002, Texas Government Code, as amended, the Company hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any:

(1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and

(2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code. The Company understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Company and exists to make a profit Notwithstanding anything contained herein, the representations and covenants contained in this Section, Verification Pursuant to Chapter 2274, Texas Government Code", shall survive termination of the Agreement until the statute of limitations has run.

6.30 Performance by Affiliate. Performance by an affiliate of Company or a party with whom Company contracts shall be deemed to be performance by Company.

[Signature Page Follows]

EXECUTED this 7th day of January 2025.

City of Gainesville

By: _____
Tommy Moore, Mayor

ATTEST:

By: _____
Diana Alcala, City Secretary

APPROVED AS TO FORM:

By: _____
Susan B. Thomas, Asst. City Attorney

EXECUTED this 7th day of January 2025.

Camp Howze Development Partners, LLC,
a Texas limited liability company

By: _____

Name: P. Craig Hughes

Title: Vice President

Exhibit A
Company Property

[to be updated with metes and bounds description]
Cooke CAD Property IDs 4852, 4853, 26339

All that certain 53.77 acres, more or less, situated in the J M WILLIAMSON SURVEY, Abstract Number 1109 et al , being out of a larger tract of land described in Volume 1718, Page 561, recorded in the Official Public Records of COOKE COUNTY, Texas. NOTICE* Field notes to describe said acreage will be available upon completion of a survey.**

Exhibit B
City Property

[to be updated with metes and bounds description]

Cooke CAD Property IDS 25433, 27209, and 26341

Exhibit C
Project Site

[to be updated with metes and bounds description]

Cooke CAD Property IDs 4852, 4853, 26339, 25433, 27209, and 26341