

November 5, 2024

Via E-Mail
Via Federal Express

Honorable Hoppy Haden
County Judge
Caldwell County, Texas
110 South Main Street
Lockhart, Texas 78644

Norton Rose Fulbright US LLP
98 San Jacinto Boulevard, Suite 1100
Austin, Texas 78701-4255
United States

Stephanie Leibe
Partner

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stephanie.leibe@nortonrosefulbright.com

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Re: Caldwell County, Texas – Resolution Accepting a Petition – Resolution Authorizing and Approving a Professional Services Agreement

Dear Judge Haden:

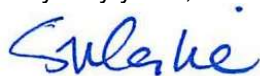
I enclose the following documents in connection with the captioned matter for execution at the upcoming meeting of the Commissioners Court:

1. Resolution Accepting a Petition (one copy and five signature pages);
2. County Clerk's Certificate Accepting a Petition (two copies and five signature pages);
3. Resolution Authorizing and Approving a Professional Services Agreement (one copy and five signature pages);
4. County Clerk's Certificate pertaining to the Resolution Authorizing and Approving a Professional Services Agreement (two copies and five signature pages); and
5. Professional Services Agreement (one copy and five signature pages).

Please return one completed copy of each of the County Clerk's Certificates, and all executed signature pages to me. The completed copies of the aforementioned documents should be retained for the files of the County.

Thank you, in advance, for your prompt attention to this matter. If I can provide any additional assistance concerning this matter, please do not hesitate to contact me.

Very truly yours,



Stephanie V. Leibe

SVL/lc

Enclosures

cc: Mr. Richard Sitton (Caldwell County, Texas)
Ms. Danie Teltow (Caldwell County, Texas)

Ms. Stephanie McKee (Caldwell County, Texas)
Ms. Ezzy Chan (Caldwell County, Texas)
Ms. Jennifer Ritter (Specialized Public Finance Inc.)
Mr. Jeff Garland (Specialized Public Finance Inc.)
Mr. Cole Gilmore (Specialized Public Finance Inc.)
Mr. Matthew A. Lee (Firm)
Mr. Chris Guevara (Firm)



RESOLUTION 04-2025

A RESOLUTION OF THE COMMISSIONERS COURT OF CALDWELL COUNTY, TEXAS; APPROVING AND AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE COUNTY AND THE DEVELOPER OF THE PRAIRIE LEA PUBLIC IMPROVEMENT DISTRICT; AND RESOLVING OTHER MATTERS RELATED THERETO

WHEREAS, on November 12, 2024, the Commissioners Court (the "Commissioners Court") of Caldwell County, Texas (the "County") adopted a resolution accepting a petition for the creation of the Prairie Lea Public Improvement District (the "District") and calling a public hearing to consider the creation of the District, in accordance with Chapter 372, Texas Local Government Code, as amended (the "Act"); and

WHEREAS, the County desires to approve the "Caldwell County, Texas Professional Services Reimbursement Agreement" (the "Professional Services Agreement") between the County and RODG DT Lockhart Prop Co LLC, a Texas limited liability company (the "Developer"); and

WHEREAS, the Professional Services Agreement defines the terms and conditions under which moneys may be advanced by the Developer of property within the District for the purposes of reimbursing certain expenses incurred by the County relating to the levy of assessments and potential issuance of bonds by the County which are secured by assessments levied against certain property within the District.

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF CALDWELL COUNTY, TEXAS, THAT:

SECTION 1. THAT the findings and premises contained in the recitals above are hereby deemed to be true and correct and incorporated as a part of this Resolution for all purposes.

SECTION 2. THAT a Professional Agreement substantially in the form attached hereto as **Exhibit A**, is approved and the County Judge, County Clerk, or designee is authorized to execute such Professional Services Agreement on behalf of the County.

SECTION 3. THAT this Resolution shall become effective from and after its date of passage in accordance with law.

[Remainder of Page Intentionally Left Blank]

PASSED AND APPROVED, THIS THE 12TH DAY OF NOVEMBER, 2024.

COUNTY OF CALDWELL, TEXAS

Hoppy Haden
Caldwell County Judge

B.J. Westmoreland
Commissioner, Precinct 1

Rusty Horne
Commissioner, Precinct 2

Ed Theriot
Commissioner, Precinct 3

Dyral Thomas
Commissioner, Precinct 4

ATTEST:

Teresa Rodriguez
County Clerk and Ex-Officio Clerk of the
Commissioners Court of Caldwell County,
Texas

(SEAL OF COMMISSIONERS COURT)

Exhibit A

Professional Services Agreement

**PROFESSIONAL SERVICES
REIMBURSEMENT AGREEMENT**

This Professional Services Reimbursement Agreement (this “Agreement”), effective as of the 12th day of November, 2024 (the “Effective Date”), is made and entered into by and between the Caldwell County, Texas (the “County”) and RODG DT Lockhart Prop Co LLC, a Texas limited liability company (the “Developer”), herein collectively referred to as (“Party” or “Parties”).

WHEREAS, the Developer or affiliates of the Developer desire to develop land in the County as further described in Exhibit A hereto (the “Property”);

WHEREAS, the Parties have determined that the financing of a portion of the costs of the public improvements necessary for the development of the Property, can be achieved by means of Chapter 372, Texas Local Government Code, as amended, entitled the Public Improvement District Assessment Act (“PID Act”); and

WHEREAS, the Developer desires to develop the Property and has caused a petition to be filed with the County related to the development of the Property for the Prairie Lea Public Improvement District (“PID”) under the PID Act and the PID was created by the County; and

WHEREAS, the Parties hereto recognize that the County will continue to incur expenses through the entire PID review process until final completion of the development (“County Expenses”) including but not limited to: professional services, legal publications, notices, reproduction of materials, public hearing expenses, recording of documents, engineering fees, attorney fees, and special consultant fees, and fees for the administrative time of the County staff, but excluding costs directly related to the issuance of the bonds and paid for from proceeds of any bonds; and

WHEREAS, the Developer hereby agrees to pay for reasonable and necessary professional services provided by the consultants listed on Exhibit B and by additional consultants approved in writing by the Developer (collectively, the “County Consultants”).

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Payment for Professional Services. At the time the County created the PID, pursuant to the PID Act, the Developer deposited with the County \$35,000.00 (the “Initial Deposit”) for payment of County Expenses necessary to conduct the review and creation of the PID request, the PID review process and other expenses incurred prior to, but in connection with, any assessment levy:

- (a) The County agrees to hold all Developer's contributions in a separate fund maintained by the County which may only be used for County Expenses

related to the PID.

- (b) The County will pay County Expenses out of the amount deposited with the County and keep accounting of all charges for County Expenses incurred for the PID and any unused portion of the amount deposited shall be returned to the Developer within thirty (30) days of the County's payment of the final invoice.
- (c) Upon request, the County will submit copies of all monthly invoices to the Developer showing amounts paid for County Expenses for any County Consultant fees that are consistent with Exhibit B. The County may redact any information covered by attorney/client privilege, work product doctrine, or other information allowed to be kept confidential under the Texas Public Information Act.
- (d) After any monthly County Consultant fees have been paid as County Expenses, the County Consultants shall not be paid for the same County Expenses through any additional invoices or through PID bond proceeds.
- (e) Notwithstanding anything to the contrary, County Expenses invoiced and due within thirty (30) days prior to the closing of PID bonds may be paid to County Consultants, at Developer's option, through PID bond proceeds.
- (f) The Developer may be reimbursed from proceeds of bonds issued in connection with the PIDs created by the Commissioners Court containing all or a portion of the Property, if any, for County Consultant fees paid in accordance with this Agreement and the PID Act.
- (g) The Developer agrees that in the event the fund described in Section 1(a) for County Expenses balance falls below \$10,000.00 and upon written notice from the County, then Developer shall remit an additional amount of not less than \$10,000.00 within five (5) business days of receipt of such notice.
- (h) In the event the balance for County Expenses is exhausted, upon written notice, Developer shall pay the balance owed in full within fifteen (15) days in addition to the remittance of the additional funds as provided above.
- (i) In the instance that deposits of additional funds are not timely made, the County has no obligation to incur any additional County Expenses in connection with the PID.

Failure of the Developer to meet its obligations under this Section 1 may result in the suspension of any active development permits until such obligations are cured, or revocation of active development permits if the obligation is not cured within twenty-one (21) days after the County's delivery to the Developer of written notice of failure to meet such obligations. In the event that Developer fails to meet the obligations under this Section 1, Developer's lender may make the payment to the County to cure.

2. No Obligation regarding PID. The Developer acknowledges that the County has no obligation to include any specific items in PID plans or budgets, or issue any bonds or other indebtedness with respect thereto, and nothing contained within this Agreement shall create any such obligation. The Developer's obligation to pay the County Expenses shall exist and continue independent of whether the PID or bonds or other indebtedness are approved. The payment(s) made by the Developer under this Agreement are not contingent upon any outcome of the negotiations between the County and the Developer, and this Agreement shall confer no vested rights or development rights on the Property or to the Developer. Further, this Agreement shall provide no assurances, promises, or covenants to approve any development in the Property.

3. Termination. This Agreement may be terminated by either party with or without cause upon delivering to the other party written notice of termination. Unless earlier terminated by Developer or the County, this Agreement shall automatically terminate when the Commissioners Court of the County has adopted an order levying assessments within the PID for the first phase of the development on the Property, provided that any additional County Expenses incurred by the County for the consultants work on the PID that would not or could not be paid from the proceeds of subsequent series of PID bonds shall continue to be the responsibility of the Developer pursuant to this Agreement, in which event this Agreement shall terminate when all such additional County Expenses have been paid by the Developer. Upon termination of this Agreement for any reason, any balance of the Initial Deposit and any balance of any additional payment(s) made by Developer under this Agreement that exceed the County Expenses incurred as of termination shall be returned to Developer.

4. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the transactions contemplated herein.

5. Amendment. This Agreement, and any exhibit hereto, may only be amended, altered or revoked by written instrument executed by the Parties.

6. Successors and Assigns. Neither County nor Developer may assign or transfer their interest in the Agreement without prior written consent of the other Party.

7. Notice. Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States Mail, Certified, with Return Receipt Requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing:

To the County: Attn: Hoppy Haden
 County Judge
 110 S. Main Street, 1st Floor
 Lockhart, Texas 78644

With a copy to: Attn: Stephanie Leibe
 Norton Rose Fulbright US LLP
 98 San Jacinto Blvd., Suite 1100

Austin, Texas 78701

To the Developer: Attn: Tom Staub
RODG DT Lockhart Prop Co LLC
2121 East 6th Street, Suite 203
Austin, Texas 78702

With a copy to: Attn: Ross Martin
Winstead PC
2728 N. Harwood Street, Suite 500
Dallas, Texas 75201

8. Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against either party.

9. Applicable Law. This Agreement is made, and shall be construed in accordance with the laws of the State of Texas and venue shall lie in Caldwell County, Texas.

10. Severability. In the event any portion or provision of this Agreement is illegal, invalid, or unenforceable under present or future law, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid or unenforceable, a provision 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.

11. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

12. Form 1295. Submitted herewith is a completed Form 1295 in connection with the Developer's participation in the execution of this Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The County hereby confirms receipt of the Form 1295 from the Developer, and the County agrees to acknowledge such form with the TEC through its electronic filing application. The Developer and the County understand and agree that, with the exception of information identifying the County and the contract identification number, neither the County nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Developer; and, neither the County nor its consultants have verified such information.

13. Verifications of Statutory Representations and Covenants. The Developer makes the following representations and covenants pursuant to Chapter 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled

by, or is under the common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. Section 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) Not a Sanctioned Company. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Developer 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. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

[SIGNATURE PAGES TO FOLLOW]

CALDWELL COUNTY, TEXAS

By _____

Name: Hoppy Haden
Title: County Judge

DEVELOPER

**RODG DT LOCKHART PROP CO
LLC,**
a Texas limited liability company

By: _____
Name: Tom Staub
Title: Manager

EXHIBIT A

PROPERTY METES AND BOUNDS

Legal Description of the District

BEING a 346.047 acre tract of land situated in the JOHN HENRY SURVEY, ABSTRACT NO. 12, Caldwell County, Texas; being all of the remainder of a called 21.63 acre tract of land described as "Tract Two," all of a called 17.43 acre tract of land described as "Tract Three," all of a called 23 acre tract of land described as "Tract Four," all of a called 17 acre tract of land described as "Tract Five," and all of a called 12.50 acre tract of land described as "Tract Six," in Deed to Franklin Duane Otto & Carol Otto and Kenneth Zumwalt & Jennifer Zumwalt, as recorded in Volume 297, Page 199 of the Official Public Records of Caldwell County, Texas, along with being all of a called 2.00 acre SAVE & EXCEPT tract described in Deed to Kenneth D. Zumwalt and wife, Jennifer D. Zumwalt, as recorded in Volume 215, Page 352 of the Official Public Records of Caldwell County, Texas, and being all of a called 4 acre tract of land described as "Tract Seven" in Deed to Franklin Duane Otto & Carol Otto and Kenneth Zumwalt & Jennifer Zumwalt, as recorded in Volume 166, Page 888 of Official Public Records of Caldwell County, Texas, and being all of the 177.383 acres described in deed to RODG DT Lockhart Prop CO., LLC as recorded in Instrument No. 2022-005331 of said Official Public Records, and all of the 71.040 acres as described in deed to RODG DT Lockhart Prop CO., LLC as recorded in Instrument No. 2022-005329 of said Official Public Records; and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found on the Northeast Right-of-Way line of State Highway 80, a variable width Right-of-Way, being the Southwest corner of a remainder of 28 acres as described in deed to Nancy Jackson in Instrument Number 2022-003883 of said Official Public Records, same being the Southernmost corner of said "Tract Three" and this herein described tract;

THENCE North 63°06'21" West, along the Southwest line of said 17.43 acre tract, the Southwest line of said 21.63 acre tract and said Right-of-Way line, a distance of 1260.34 feet to a 1/2 inch iron rod with yellow cap stamped "DATAPOINT#10194585" set at the West corner of said 21.63 acre tract, and being the most Southerly corner of a called 26.31 acre tract of land described in Deed to Robert Lawson Boothe, as recorded in Volume 552, Page 7 of said Official Public Records;

THENCE along the common line of said 21.63 acre tract the following four (4) bearings and distances:
North 48°24'15" East, a distance of 1092.44 feet to a 1/2 inch iron rod with yellow cap stamped "DATAPOINT#10194585" set;
North 40°31'44" West, a distance of 636.19 feet to a 6 inch wood fence corner post found;
South 50°09'29" West, a distance of 387.75 feet to a 6 inch wood fence corner post found
North 32°18'30" West, a distance of 549.25 feet to a 1/2 inch iron rod with yellow cap "DATAPOINT#10194585" set on the Southeast line of a called 12.121 acre tract of land described in Deed to Prairie Lea Independent School District, as recorded in Volume 502, Page 203 of said Official Public Records, and being the West corner of said "Tract Seven" and this tract;

THENCE North 50°16'07" East, along the Northwest line of said Tract Seven, a distance of 309.22 feet to a 1/2 inch iron rod with yellow cap stamped "DATAPOINT#10194585" set for the North corner of said 4 acre tract, the Northwest corner of said 17 acre tract, and being the Southeast corner of a called 13 acre tract of land (Parcel Two) described in Deed to Meneley Betty Life Estate, as recorded in Instrument No. 2018-

006136 of said Official Public Records;

THENCE North 49°28'16" East, along the Northwest line of said 17 acre tract, a distance of 466.53 feet to a 1/2 inch iron rod with yellow cap stamped "DATAPOINT#10194585" set on the Southeast line of a called 20 acre tract of land (Parcel Four) described said Instrument No. 2018-006136 the North corner of said 17 acre tract, same being the West corner of said 23 acre tract;

THENCE North 48°27'41" East, along the Northwest line of said 23 acre tract, a distance of 821.76 feet to a 1/2 inch iron rod found with yellow cap stamped "DATAPOINT#10194585" for the Southeast corner of a called 17 acre tract of land (Parcel Six) described in said Instrument No. 2018-006136, and being a Westerly corner of a called 177.383 acre tract of land described in Deed to Rodg DT Lockhart Prop Co., LLC, as recorded in Instrument No. 2022-005331 of said Official Public Records;

THENCE North 41° 32' 05" West, with the Northeast line of said 17 acre tract and a Southwest line of said 177.383 acre tract, a distance of 1,645.40 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found on the South line of a called 119 acre tract of land (Parcel One) described in Deed to Meneley Betty Life Estate as recorded in Document No. 2018-006136 of said Official Public Records for the Northwest corner of said 17 acre tract;

THENCE North 48° 22' 55" East, with the Southeast line of said 119 acre tract, a distance of 1,032.50 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found for the Northeast corner thereof;

THENCE North 41° 09' 05" West, with the Northeast line of said 119 acre tract, a distance of 1,566.40 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found on the South line of a called .75 acre tract of land to Prairie Lea Hispanic Cemetery and for the Northeast corner of a called 4.6 acre tract of land known as the San Juan cemetery;

THENCE North 52° 40' 55" East, with the Southeast line of said Prairie Lea Hispanic cemetery, a distance of 102.90 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found for the Northeast corner thereof;

THENCE North 41° 58' 05" West, with the Northeast line of said Prairie Lea Hispanic cemetery and a called 2.6 acre tract of land to Prairie Lea Public cemetery, a distance of 355.60 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found for an angle point in the Northeast line of said Prairie Lea Public cemetery;

THENCE with said Prairie Lea Public cemetery the following three (3) courses and distances:

North 57° 52' 05" West, a distance of 12.60 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found;

South 49° 19' 55" West, a distance of 89.10 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found;

North 44° 40' 05" West, a distance of 81.50 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found for the Northwest corner thereof and the South corner of a called 2.8 acre tract of land to Woodsman Of The World cemetery;

THENCE North 49° 13' 55" East, with the Southeast line of said Woodsman cemetery, a distance of 450.30 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found for the West corner thereof;

THENCE North 42° 01' 16" West, with the Northeast line of said Woodsman cemetery and a called 3.793 acre tract of land described in Deed to Prairie Masonic cemetery as recorded in Volume 451, Page 32 of

the Real Property Records of said County, a distance of 604.33 feet to a 1/2 inch capped iron rod found (illegible red cap) on the Southeast line of Callihan Road for the North corner thereof and being the most Northerly Northwest corner of said 177.383 acres;

THENCE North 47° 51' 56" East, with the Southeast line of said Callihan Road and the Northwest line of said 177.383 acres, a distance of 246.83 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found for the Northwest corner of a called 124.611 acre tract of land described as "Parcel One" in the deed to Grigio Partners, Ltd. as recorded in Volume 201, Page 577 of said Official Public Records and the Northeast corner of said 177.383 acres;

THENCE with the West line of said Parcel One and the East line of said 177.383 acres the following five (5) courses and distances:

South 41° 02' 42" East, a distance of 2,028.20 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found;

South 42° 06' 05" East, a distance of 2,230.30 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found;

North 48° 06' 55" East, a distance of 649.50 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found;

South 35° 38' 05" East, a distance of 115.00 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found;

South 41° 00' 17" East, a distance of 1,438.28 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found;

South 00° 18' 51" East, a distance of 20.71 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found for the Southeast corner of said 177.383 acre tract and the North corner of 71.040 acres;

THENCE South 40° 28' 30" East, with the Northeast line of said 71.040 acre tract and continuing along the Southwest line of said Parcel One, a distance of 1,103.67 feet to a 3/8 inch iron rod found on the Northeast line of said Plant Road for the West corner of said 71.040 acres and the Southwest corner of said Parcel One;

THENCE with the Northwest line of said Plant Road and the Southeast line of said 71.040 acres the following four (4) courses and distances:

South 48° 07' 47" West, a distance of 464.00 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found;

South 48° 13' 31" West, a distance of 762.10 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found;

South 49° 15' 28" West, a distance of 392.64 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found;

South 49° 01' 02" West, a distance of 1,182.57 feet a 5/8 inch iron rod found on said Northwest Right-of-Way line for the Southeast corner of a called one-fourth of an acre described as Tract 1 "The Shannon Tract" as recorded in Volume 24, Page 835 of said Deed Records, Same being the South corner of said 71.040 acres;

THENCE North 40° 30' 12" West, with the Southwest line of said 71.040 acre tract, a distance of 1,095.52 feet to a Five Inch wood fence corner post found for the North corner of a called 2 acre tract described as Tract 111 McKinney Tract, also known as "The Home Place" in deed to Josephine Harris Roberts as recorded in said Volume 24, Page 835, and being on the Southeast line of said Tract Six;

THENCE South 48°56'26" West, along the common line of said "Tract 111 McKinney Tract" and said 12.50 acre tract, a distance of 97.87 feet to 1/2 inch iron rod with yellow cap stamped

“DATAPOINT#10194585” set for the North corner of said Tract Three, same being the Northwest corner of said “Tract 111 McKinney Tract”;

THENCE South 40°26'11" East, along the common line of said 17.43 acre tract and said “Tract 111 McKinney Tract,” a distance of 879.24 feet to a 1/2 inch iron rod with yellow cap stamped “DATAPOINT#10194585” set on the Northwest line of a tract of land described as Tract 11 The Jones Tract in said Volume 24, Page 835, for the Southwest corner of said “Tract 111 McKinney Tract,” same being the East corner of said 17.43 acre tract;

THENCE along the Southeast line of said 17.43 acre tract the following courses and distances:

South 48°44'22" West, a distance of 149.46 feet to a 5/8 inch iron rod found;

South 49°28'38" West, at 48.15 feet passing a 1 inch iron pipe found for the Northwest corner of a called 0.221 acre tract of land as described in deed to Jesus Garcia Sr. and wife Kristina Marie Jo White, and continuing for a total distance of 200.42 feet to a 5/8 inch iron rod found;

South 49°21'04" West, a distance of 305.47 feet to a 1/2 inch iron rod with yellow cap stamped “DATAPOINT#10194585” set;

South 48°56'15" West, a distance of 95.67 feet to a 1/2 inch iron rod found;

South 49°20'15" West, a distance of 200.11 feet to a 1/2 inch iron rod found;

South 45°31'47" West, a distance of 145.17 feet to a 1/2 inch iron rod found for the East corner of a called remainder of a 28 acre tract of land described in Deed to Nancy Jackson, as recorded in Instrument No. 2022-003883 of said Official Public Records;

THENCE North 62°06'11" West, along the common line of said Jackson tract and said 17.43 acre tract, a distance of 112.57 feet to a 1/2 inch iron rod with yellow cap stamped “DATAPOINT#10194585” set for the North corner of said Jackson tract;

THENCE South 44°55'49" West, continuing along the common line of said Jackson tract and said 17.43 acre tract, a distance of 239.48 feet to the POINT OF BEGINNING, containing 346.047 acre of land, more or less.

EXHIBIT B

COUNTY CONSULTANTS

PID Application Expenses ⁽¹⁾	
Budget item	Cost Estimate
P3Works (PID Administrator)	20,000
Caldwell County	5,000
Specialized Public Finance (Financial Advisor)	15,000
Norton Rose Fulbright (Bond Counsel)	15,000
Total	\$55,000

⁽¹⁾ Estimated, subject to change for purposes of PID creation and the levy of assessments for the PID. Does not include additional costs associated with the issuance of bonds, which would be paid from a separate budget for bond issuance costs and reimbursed from bond proceeds.

IN WITNESS WHEREOF, I have signed my name officially and affixed the seal of the Commissioners Court, this 12th day of November, 2024.

County Clerk and Ex-Officio Clerk of the
Commissioners Court of Caldwell County, Texas

(SEAL OF COMMISSIONERS COURT)

**PROFESSIONAL SERVICES
REIMBURSEMENT AGREEMENT**

This Professional Services Reimbursement Agreement (this “Agreement”), effective as of the 12th day of November, 2024 (the “Effective Date”), is made and entered into by and between the Caldwell County, Texas (the “County”) and RODG DT Lockhart Prop Co LLC, a Texas limited liability company (the “Developer”), herein collectively referred to as (“Party” or “Parties”).

WHEREAS, the Developer or affiliates of the Developer desire to develop land in the County as further described in Exhibit A hereto (the “Property”);

WHEREAS, the Parties have determined that the financing of a portion of the costs of the public improvements necessary for the development of the Property, can be achieved by means of Chapter 372, Texas Local Government Code, as amended, entitled the Public Improvement District Assessment Act (“PID Act”); and

WHEREAS, the Developer desires to develop the Property and has caused a petition to be filed with the County related to the development of the Property for the Prairie Lea Public Improvement District (“PID”) under the PID Act and the PID was created by the County; and

WHEREAS, the Parties hereto recognize that the County will continue to incur expenses through the entire PID review process until final completion of the development (“County Expenses”) including but not limited to: professional services, legal publications, notices, reproduction of materials, public hearing expenses, recording of documents, engineering fees, attorney fees, and special consultant fees, and fees for the administrative time of the County staff, but excluding costs directly related to the issuance of the bonds and paid for from proceeds of any bonds; and

WHEREAS, the Developer hereby agrees to pay for reasonable and necessary professional services provided by the consultants listed on Exhibit B and by additional consultants approved in writing by the Developer (collectively, the “County Consultants”).

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Payment for Professional Services. At the time the County created the PID, pursuant to the PID Act, the Developer deposited with the County \$35,000.00 (the “Initial Deposit”) for payment of County Expenses necessary to conduct the review and creation of the PID request, the PID review process and other expenses incurred prior to, but in connection with, any assessment levy:

- (a) The County agrees to hold all Developer's contributions in a separate fund maintained by the County which may only be used for County Expenses

related to the PID.

- (b) The County will pay County Expenses out of the amount deposited with the County and keep accounting of all charges for County Expenses incurred for the PID and any unused portion of the amount deposited shall be returned to the Developer within thirty (30) days of the County's payment of the final invoice.
- (c) Upon request, the County will submit copies of all monthly invoices to the Developer showing amounts paid for County Expenses for any County Consultant fees that are consistent with Exhibit B. The County may redact any information covered by attorney/client privilege, work product doctrine, or other information allowed to be kept confidential under the Texas Public Information Act.
- (d) After any monthly County Consultant fees have been paid as County Expenses, the County Consultants shall not be paid for the same County Expenses through any additional invoices or through PID bond proceeds.
- (e) Notwithstanding anything to the contrary, County Expenses invoiced and due within thirty (30) days prior to the closing of PID bonds may be paid to County Consultants, at Developer's option, through PID bond proceeds.
- (f) The Developer may be reimbursed from proceeds of bonds issued in connection with the PIDs created by the Commissioners Court containing all or a portion of the Property, if any, for County Consultant fees paid in accordance with this Agreement and the PID Act.
- (g) The Developer agrees that in the event the fund described in Section 1(a) for County Expenses balance falls below \$10,000.00 and upon written notice from the County, then Developer shall remit an additional amount of not less than \$10,000.00 within five (5) business days of receipt of such notice.
- (h) In the event the balance for County Expenses is exhausted, upon written notice, Developer shall pay the balance owed in full within fifteen (15) days in addition to the remittance of the additional funds as provided above.
- (i) In the instance that deposits of additional funds are not timely made, the County has no obligation to incur any additional County Expenses in connection with the PID.

Failure of the Developer to meet its obligations under this Section 1 may result in the suspension of any active development permits until such obligations are cured, or revocation of active development permits if the obligation is not cured within twenty-one (21) days after the County's delivery to the Developer of written notice of failure to meet such obligations. In the event that Developer fails to meet the obligations under this Section 1, Developer's lender may make the payment to the County to cure.

2. No Obligation regarding PID. The Developer acknowledges that the County has no obligation to include any specific items in PID plans or budgets, or issue any bonds or other indebtedness with respect thereto, and nothing contained within this Agreement shall create any such obligation. The Developer's obligation to pay the County Expenses shall exist and continue independent of whether the PID or bonds or other indebtedness are approved. The payment(s) made by the Developer under this Agreement are not contingent upon any outcome of the negotiations between the County and the Developer, and this Agreement shall confer no vested rights or development rights on the Property or to the Developer. Further, this Agreement shall provide no assurances, promises, or covenants to approve any development in the Property.

3. Termination. This Agreement may be terminated by either party with or without cause upon delivering to the other party written notice of termination. Unless earlier terminated by Developer or the County, this Agreement shall automatically terminate when the Commissioners Court of the County has adopted an order levying assessments within the PID for the first phase of the development on the Property, provided that any additional County Expenses incurred by the County for the consultants work on the PID that would not or could not be paid from the proceeds of subsequent series of PID bonds shall continue to be the responsibility of the Developer pursuant to this Agreement, in which event this Agreement shall terminate when all such additional County Expenses have been paid by the Developer. Upon termination of this Agreement for any reason, any balance of the Initial Deposit and any balance of any additional payment(s) made by Developer under this Agreement that exceed the County Expenses incurred as of termination shall be returned to Developer.

4. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the transactions contemplated herein.

5. Amendment. This Agreement, and any exhibit hereto, may only be amended, altered or revoked by written instrument executed by the Parties.

6. Successors and Assigns. Neither County nor Developer may assign or transfer their interest in the Agreement without prior written consent of the other Party.

7. Notice. Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States Mail, Certified, with Return Receipt Requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing:

To the County: Attn: Hoppy Haden
 County Judge
 110 S. Main Street, 1st Floor
 Lockhart, Texas 78644

With a copy to: Attn: Stephanie Leibe
 Norton Rose Fulbright US LLP
 98 San Jacinto Blvd., Suite 1100

Austin, Texas 78701

To the Developer: Attn: Tom Staub
RODG DT Lockhart Prop Co LLC
2121 East 6th Street, Suite 203
Austin, Texas 78702

With a copy to: Attn: Ross Martin
Winstead PC
2728 N. Harwood Street, Suite 500
Dallas, Texas 75201

8. Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against either party.

9. Applicable Law. This Agreement is made, and shall be construed in accordance with the laws of the State of Texas and venue shall lie in Caldwell County, Texas.

10. Severability. In the event any portion or provision of this Agreement is illegal, invalid, or unenforceable under present or future law, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid or unenforceable, a provision 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.

11. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

12. Form 1295. Submitted herewith is a completed Form 1295 in connection with the Developer's participation in the execution of this Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The County hereby confirms receipt of the Form 1295 from the Developer, and the County agrees to acknowledge such form with the TEC through its electronic filing application. The Developer and the County understand and agree that, with the exception of information identifying the County and the contract identification number, neither the County nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Developer; and, neither the County nor its consultants have verified such information.

13. Verifications of Statutory Representations and Covenants. The Developer makes the following representations and covenants pursuant to Chapter 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled

by, or is under the common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. Section 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) Not a Sanctioned Company. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Developer 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. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

[SIGNATURE PAGES TO FOLLOW]

CALDWELL COUNTY, TEXAS

By _____

Name: Hoppy Haden
Title: County Judge

DEVELOPER

**RODG DT LOCKHART PROP CO
LLC,**
a Texas limited liability company

By: _____
Name: Tom Staub
Title: Manager

EXHIBIT A

PROPERTY METES AND BOUNDS

Legal Description of the District

BEING a 346.047 acre tract of land situated in the JOHN HENRY SURVEY, ABSTRACT NO. 12, Caldwell County, Texas; being all of the remainder of a called 21.63 acre tract of land described as "Tract Two," all of a called 17.43 acre tract of land described as "Tract Three," all of a called 23 acre tract of land described as "Tract Four," all of a called 17 acre tract of land described as "Tract Five," and all of a called 12.50 acre tract of land described as "Tract Six," in Deed to Franklin Duane Otto & Carol Otto and Kenneth Zumwalt & Jennifer Zumwalt, as recorded in Volume 297, Page 199 of the Official Public Records of Caldwell County, Texas, along with being all of a called 2.00 acre SAVE & EXCEPT tract described in Deed to Kenneth D. Zumwalt and wife, Jennifer D. Zumwalt, as recorded in Volume 215, Page 352 of the Official Public Records of Caldwell County, Texas, and being all of a called 4 acre tract of land described as "Tract Seven" in Deed to Franklin Duane Otto & Carol Otto and Kenneth Zumwalt & Jennifer Zumwalt, as recorded in Volume 166, Page 888 of Official Public Records of Caldwell County, Texas, and being all of the 177.383 acres described in deed to RODG DT Lockhart Prop CO., LLC as recorded in Instrument No. 2022-005331 of said Official Public Records, and all of the 71.040 acres as described in deed to RODG DT Lockhart Prop CO., LLC as recorded in Instrument No. 2022-005329 of said Official Public Records; and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found on the Northeast Right-of-Way line of State Highway 80, a variable width Right-of-Way, being the Southwest corner of a remainder of 28 acres as described in deed to Nancy Jackson in Instrument Number 2022-003883 of said Official Public Records, same being the Southernmost corner of said "Tract Three" and this herein described tract;

THENCE North 63°06'21" West, along the Southwest line of said 17.43 acre tract, the Southwest line of said 21.63 acre tract and said Right-of-Way line, a distance of 1260.34 feet to a 1/2 inch iron rod with yellow cap stamped "DATAPOINT#10194585" set at the West corner of said 21.63 acre tract, and being the most Southerly corner of a called 26.31 acre tract of land described in Deed to Robert Lawson Boothe, as recorded in Volume 552, Page 7 of said Official Public Records;

THENCE along the common line of said 21.63 acre tract the following four (4) bearings and distances:
North 48°24'15" East, a distance of 1092.44 feet to a 1/2 inch iron rod with yellow cap stamped "DATAPOINT#10194585" set;
North 40°31'44" West, a distance of 636.19 feet to a 6 inch wood fence corner post found;
South 50°09'29" West, a distance of 387.75 feet to a 6 inch wood fence corner post found
North 32°18'30" West, a distance of 549.25 feet to a 1/2 inch iron rod with yellow cap "DATAPOINT#10194585" set on the Southeast line of a called 12.121 acre tract of land described in Deed to Prairie Lea Independent School District, as recorded in Volume 502, Page 203 of said Official Public Records, and being the West corner of said "Tract Seven" and this tract;

THENCE North 50°16'07" East, along the Northwest line of said Tract Seven, a distance of 309.22 feet to a 1/2 inch iron rod with yellow cap stamped "DATAPOINT#10194585" set for the North corner of said 4 acre tract, the Northwest corner of said 17 acre tract, and being the Southeast corner of a called 13 acre tract of land (Parcel Two) described in Deed to Meneley Betty Life Estate, as recorded in Instrument No. 2018-

006136 of said Official Public Records;

THENCE North 49°28'16" East, along the Northwest line of said 17 acre tract, a distance of 466.53 feet to a 1/2 inch iron rod with yellow cap stamped "DATAPOINT#10194585" set on the Southeast line of a called 20 acre tract of land (Parcel Four) described said Instrument No. 2018-006136 the North corner of said 17 acre tract, same being the West corner of said 23 acre tract;

THENCE North 48°27'41" East, along the Northwest line of said 23 acre tract, a distance of 821.76 feet to a 1/2 inch iron rod found with yellow cap stamped "DATAPOINT#10194585" for the Southeast corner of a called 17 acre tract of land (Parcel Six) described in said Instrument No. 2018-006136, and being a Westerly corner of a called 177.383 acre tract of land described in Deed to Rodg DT Lockhart Prop Co., LLC, as recorded in Instrument No. 2022-005331 of said Official Public Records;

THENCE North 41° 32' 05" West, with the Northeast line of said 17 acre tract and a Southwest line of said 177.383 acre tract, a distance of 1,645.40 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found on the South line of a called 119 acre tract of land (Parcel One) described in Deed to Meneley Betty Life Estate as recorded in Document No. 2018-006136 of said Official Public Records for the Northwest corner of said 17 acre tract;

THENCE North 48° 22' 55" East, with the Southeast line of said 119 acre tract, a distance of 1,032.50 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found for the Northeast corner thereof;

THENCE North 41° 09' 05" West, with the Northeast line of said 119 acre tract, a distance of 1,566.40 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found on the South line of a called .75 acre tract of land to Prairie Lea Hispanic Cemetery and for the Northeast corner of a called 4.6 acre tract of land known as the San Juan cemetery;

THENCE North 52° 40' 55" East, with the Southeast line of said Prairie Lea Hispanic cemetery, a distance of 102.90 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found for the Northeast corner thereof;

THENCE North 41° 58' 05" West, with the Northeast line of said Prairie Lea Hispanic cemetery and a called 2.6 acre tract of land to Prairie Lea Public cemetery, a distance of 355.60 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found for an angle point in the Northeast line of said Prairie Lea Public cemetery;

THENCE with said Prairie Lea Public cemetery the following three (3) courses and distances:

North 57° 52' 05" West, a distance of 12.60 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found;

South 49° 19' 55" West, a distance of 89.10 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found;

North 44° 40' 05" West, a distance of 81.50 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found for the Northwest corner thereof and the South corner of a called 2.8 acre tract of land to Woodsman Of The World cemetery;

THENCE North 49° 13' 55" East, with the Southeast line of said Woodsman cemetery, a distance of 450.30 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found for the West corner thereof;

THENCE North 42° 01' 16" West, with the Northeast line of said Woodsman cemetery and a called 3.793 acre tract of land described in Deed to Prairie Masonic cemetery as recorded in Volume 451, Page 32 of

the Real Property Records of said County, a distance of 604.33 feet to a 1/2 inch capped iron rod found (illegible red cap) on the Southeast line of Callihan Road for the North corner thereof and being the most Northerly Northwest corner of said 177.383 acres;

THENCE North 47° 51' 56" East, with the Southeast line of said Callihan Road and the Northwest line of said 177.383 acres, a distance of 246.83 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found for the Northwest corner of a called 124.611 acre tract of land described as "Parcel One" in the deed to Grigio Partners, Ltd. as recorded in Volume 201, Page 577 of said Official Public Records and the Northeast corner of said 177.383 acres;

THENCE with the West line of said Parcel One and the East line of said 177.383 acres the following five (5) courses and distances:

South 41° 02' 42" East, a distance of 2,028.20 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found;

South 42° 06' 05" East, a distance of 2,230.30 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found;

North 48° 06' 55" East, a distance of 649.50 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found;

South 35° 38' 05" East, a distance of 115.00 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found;

South 41° 00' 17" East, a distance of 1,438.28 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found;

South 00° 18' 51" East, a distance of 20.71 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found for the Southeast corner of said 177.383 acre tract and the North corner of 71.040 acres;

THENCE South 40° 28' 30" East, with the Northeast line of said 71.040 acre tract and continuing along the Southwest line of said Parcel One, a distance of 1,103.67 feet to a 3/8 inch iron rod found on the Northeast line of said Plant Road for the West corner of said 71.040 acres and the Southwest corner of said Parcel One;

THENCE with the Northwest line of said Plant Road and the Southeast line of said 71.040 acres the following four (4) courses and distances:

South 48° 07' 47" West, a distance of 464.00 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found;

South 48° 13' 31" West, a distance of 762.10 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found;

South 49° 15' 28" West, a distance of 392.64 feet to a 1/2 inch iron rod capped DATAPOINT#10194585 found;

South 49° 01' 02" West, a distance of 1,182.57 feet a 5/8 inch iron rod found on said Northwest Right-of-Way line for the Southeast corner of a called one-fourth of an acre described as Tract 1 "The Shannon Tract" as recorded in Volume 24, Page 835 of said Deed Records, Same being the South corner of said 71.040 acres;

THENCE North 40° 30' 12" West, with the Southwest line of said 71.040 acre tract, a distance of 1,095.52 feet to a Five Inch wood fence corner post found for the North corner of a called 2 acre tract described as Tract 111 McKinney Tract, also known as "The Home Place" in deed to Josephine Harris Roberts as recorded in said Volume 24, Page 835, and being on the Southeast line of said Tract Six;

THENCE South 48°56'26" West, along the common line of said "Tract 111 McKinney Tract" and said 12.50 acre tract, a distance of 97.87 feet to 1/2 inch iron rod with yellow cap stamped

“DATAPOINT#10194585” set for the North corner of said Tract Three, same being the Northwest corner of said “Tract 111 McKinney Tract”;

THENCE South 40°26'11" East, along the common line of said 17.43 acre tract and said “Tract 111 McKinney Tract,” a distance of 879.24 feet to a 1/2 inch iron rod with yellow cap stamped “DATAPOINT#10194585” set on the Northwest line of a tract of land described as Tract 11 The Jones Tract in said Volume 24, Page 835, for the Southwest corner of said “Tract 111 McKinney Tract,” same being the East corner of said 17.43 acre tract;

THENCE along the Southeast line of said 17.43 acre tract the following courses and distances:

South 48°44'22" West, a distance of 149.46 feet to a 5/8 inch iron rod found;

South 49°28'38" West, at 48.15 feet passing a 1 inch iron pipe found for the Northwest corner of a called 0.221 acre tract of land as described in deed to Jesus Garcia Sr. and wife Kristina Marie Jo White, and continuing for a total distance of 200.42 feet to a 5/8 inch iron rod found;

South 49°21'04" West, a distance of 305.47 feet to a 1/2 inch iron rod with yellow cap stamped “DATAPOINT#10194585” set;

South 48°56'15" West, a distance of 95.67 feet to a 1/2 inch iron rod found;

South 49°20'15" West, a distance of 200.11 feet to a 1/2 inch iron rod found;

South 45°31'47" West, a distance of 145.17 feet to a 1/2 inch iron rod found for the East corner of a called remainder of a 28 acre tract of land described in Deed to Nancy Jackson, as recorded in Instrument No. 2022-003883 of said Official Public Records;

THENCE North 62°06'11" West, along the common line of said Jackson tract and said 17.43 acre tract, a distance of 112.57 feet to a 1/2 inch iron rod with yellow cap stamped “DATAPOINT#10194585” set for the North corner of said Jackson tract;

THENCE South 44°55'49" West, continuing along the common line of said Jackson tract and said 17.43 acre tract, a distance of 239.48 feet to the POINT OF BEGINNING, containing 346.047 acre of land, more or less.

EXHIBIT B

COUNTY CONSULTANTS

PID Application Expenses ⁽¹⁾	
Budget item	Cost Estimate
P3Works (PID Administrator)	20,000
Caldwell County	5,000
Specialized Public Finance (Financial Advisor)	15,000
Norton Rose Fulbright (Bond Counsel)	15,000
Total	\$55,000

⁽¹⁾ Estimated, subject to change for purposes of PID creation and the levy of assessments for the PID. Does not include additional costs associated with the issuance of bonds, which would be paid from a separate budget for bond issuance costs and reimbursed from bond proceeds.