

**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.

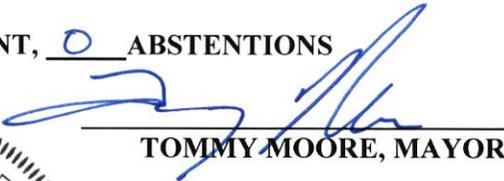
**PASSED AND APPROVED THIS 7<sup>TH</sup> DAY OF JANUARY, 2025 BY THE FOLLOWING VOTES:**

  7   AYES,   0   NAYS,   0   ABSENT,   0   ABSTENTIONS

**ATTEST:**

  
DIANA ALCALA, CITY SECRETARY



  
TOMMY MOORE, MAYOR

**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.

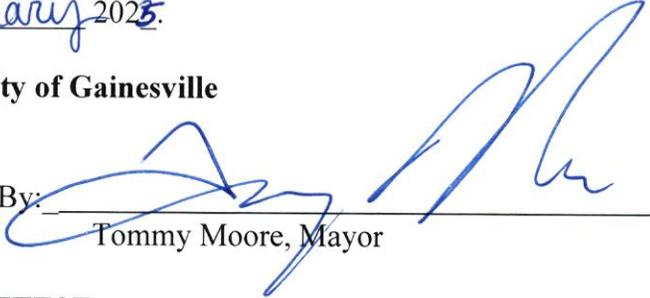
The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm 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 7<sup>th</sup> day of January 2025.

**City of Gainesville**

By:   
Tommy Moore, Mayor

**ATTEST:**

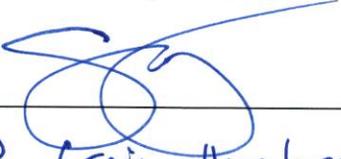
By:   
Diana Alcala, City Secretary

**APPROVED AS TO FORM:**

By:   
Susan B. Thomas, Asst. City Attorney

EXECUTED this 7<sup>th</sup> 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**

Cooke CAD Property IDs: 4852, 4853, 26339

**PROPERTY DESCRIPTION**  
**KENDALL ANN PIERCE**  
**61.0882 ACRE PARCEL**  
**CITY OF GAINESVILLE, COOKE COUNTY, TEXAS**

**BEING** ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE B.B.B. & C.R.R. SURVEY, ABSTRACT NO. 156; J.P. HAVINS SURVEY, ABSTRACT NO. 455; J. M. WILLIAMSON SURVEY, ABSTRACT NO. 1109; W.W. HILLIS SURVEY, ABSTRACT NO. 454; AND IN THE C.T. BAILEY SURVEY, ABSTRACT NO. 64 AND COMPRISING OF A PORTION OF SEVERAL TRACTS OF LAND DESCRIBED IN DEED TO KENDALL ANN PIERCE RECORDED IN VOLUME 1718, PAGE 561 AND IN DEED NUMBER 15493 OF THE DEED RECORDS OF COOKE COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** AT A 5/8" IRON ROD WITH YELLOW PLASTIC CAP FOUND FOR CORNER IN THE SOUTHWEST RIGHT-OF-WAY LINE OF F.M. 1202 (AN 80' PUBLIC RIGHT-OF-WAY), SAID POINT ALSO BEING A CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO CAMP HOWZE DEVELOPMENT PARTNERS, AS RECORDED IN VOLUME 2499. PAGE 595 OF THE DEED RECORDS, COOKE COUNTY, TEXAS (D.R.C.C.T.);

**THENCE** SOUTH 89° 08' 07" WEST (BASIS OF BEARINGS PER CAMP HOWZE DEVELOPMENT PARTNERS DEED) AND DEPARTING THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID F.M. 1202, AND FOLLOWING ALONG THE SOUTH LINE OF THAT CERTAIN 60.0009 ACRE TRACT OF LAND CONVEYED TO CAMP HOWZE DEVELOPMENT PARTNERS, LLC BY DEED RECORDED IN VOLUME 2633, PAGE 561 OF THE DEED RECORDS OF COOKE COUNTY, TEXAS AND THE NORTH LINE OF SAID CAMP HOWZE DEVELOPMENT PARTNERS TRACT RECORDED IN VOLUME 2499, PAGE 595 (D.R.C.C.T.) FOR A DISTANCE OF 1273.46 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP FOUND FOR **THE POINT OF BEGINNING** OF THE TRACT DESCRIBED HEREIN, SAID POINT BEING THE NORTHWEST CORNER OF SAID CAMP HOWZE DEVELOPMENT PARTNERS TRACT RECORDED IN VOLUME 2499, PAGE 595 (D.R.C.C.T.);

**THENCE** FOLLOWING ALONG THE WEST LINE OF SAID CAMP HOWZE DEVELOPMENT PARTNERS TRACT RECORDED IN VOLUME 2499, PAGE 595 (D.R.C.C.T.), THE FOLLOWING COURSES AND DISTANCES NUMBERED 1, 2, AND 3;

1. SOUTH 00° 19' 13" WEST FOR A DISTANCE OF 309.40 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "RPLS 1890" SET FOR CORNER;

2. NORTH 87° 39' 24" EAST FOR A DISTANCE OF 370.23 FEET TO A 5/8" IRON ROD WITH YELLOW CAP FOUND FOR CORNER;

3. SOUTH 00° 19' 13" WEST FOR A DISTANCE OF 2810.40 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "RPLS 1890" SET FOR CORNER IN THE COUNTY ROAD NO. 444;

**THENCE** SOUTH 89° 19' 44" WEST ALONG SAID COUNTY ROAD NO. 444 FOR A DISTANCE OF 241.21 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "RPLS 1890" SET FOR CORNER IN THE EAST LINE OF A TRACT OF LAND CONVEYED TO CITY OF GAINESVILLE BY DEED RECORDED IN VOLUME 366, PAGE 625 OF THE DEED RECORDS OF COOKE COUNTY, TEXAS;

**THENCE** LEAVING SAID COUNTY ROAD NO. 444 AND ALONG THE COMMON LINE OF SAID CITY OF GAINESVILLE TRACT AND AFORESAID PIERCE KENDALL ANN TRACT THE FOLLOWING COURSES AND DISTANCES NUMBERED 4, 5, AND 6;

4. NORTH 00° 24' 28" EAST FOR A DISTANCE OF 2568.78 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "RPLS 1890" SET FOR CORNER

5. NORTH 89° 04' 34" WEST FOR A DISTANCE OF 1399.66 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "RPLS 1890" SET FOR CORNER;

6. SOUTH 00° 26' 28" WEST FOR A DISTANCE OF 2607.77 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "RPLS 1890" SET FOR CORNER IN THE RIGHT-OF-WAY LINE OF AFORESAID COUNTY ROAD NO. 444, SAID POINT BEING IN THE NORTH LINE OF A 11.55 ACRE TRACT OF LAND CONVEYED TO LISA DIANE WESTERVELT BY DEED RECORDED IN VOLUME 2572, PAGE 187 OF THE DEED RECORDS OF COOKE COUNTY, TEXAS;

**THENCE** SOUTH 89° 19' 44" WEST ALONG THE NORTH LINE OF SAID LISA DIANE WESTERVELT TRACT AND ALONG SAID COUNTY ROAD NO. 444, FOR A DISTANCE OF 299.67 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "RPLS 1890" SET FOR CORNER IN THE NORTH LINE OF A 7.76 ACRE TRACT OF LAND CONVEYED TO DANH CAO & BRANDI BOWERS BY DEED RECORDED IN VOLUME 2539, PAGE 70, AND DEED NO. 202200008073 OF THE DEED RECORDS OF COOKE COUNTY, TEXAS;

**THENCE** NORTH 03° 15' 40" WEST ALONG SAID COUNTY ROAD NO. 444 FOR A DISTANCE OF 2053.30 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "RPLS 1890" SET FOR CORNER;

**THENCE NORTH 14° 20' 19" WEST LEAVING SAID COUNTY ROAD NO. 444 FOR A DISTANCE OF 316.83 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "RPLS 1890" SET FOR CORNER;**

**THENCE** NORTH 04° 17' 05" WEST FOR A DISTANCE OF 730.21 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "RPLS 1890" SET FOR CORNER;

**THENCE** NORTH 63° 09' 43" EAST SAID COUNTY ROAD NO. 444 FOR A DISTANCE OF 43.37 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "RPLS 1890" SET FOR CORNER, SAID POINT BEING THE SOUTHWEST CORNER OF AFORESAID CAMP HOWZE DEVELOPMENT PARTNERS, LLC TRACT;

**THENCE** NORTH 89° 16' 48" EAST ALONG THE SOUTH LINE OF AFORESAID CAMP HOWZE DEVELOPMENT PARTNERS, LLC TRACT, FOR A DISTANCE OF 1800.81 FEET TO **THE POINT OF BEGINNING AND CONTAINING 61.0882 ACRES OF LAND, MORE OR LESS.**



PROPERTY DESCRIPTION

THIS IS TO CERTIFY THAT I HAVE, THIS DATE, MADE A CAREFUL AND ACCURATE SURVEY OF THE PROPERTY DESCRIBED AS FOLLOWS: BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE B.B.B. & C.R.R. SURVEY, ABSTRACT NO. 156; J.P. HAWNS SURVEY, ABSTRACT NO. 458; J. M. WILLIAMS SURVEY, ABSTRACT NO. 1309; W.W. KELLS SURVEY, ABSTRACT NO. 434; AND IN THE C.T. BAILEY SURVEY, ABSTRACT NO. 64 AND COMPRISING A PORTION OF SEVERAL TRACTS OF LAND DESCRIBED IN DEED TO KENDALL ANN PIERCE RECORDED IN VOLUME 1718, PAGE 561 AND IN DEED NUMBER 15483 OF THE DEED RECORDS OF COOKE COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDARIES AS FOLLOWS:

COMMENCING AT A 5/8" IRON ROD WITH YELLOW PLASTIC CAP FOUND FOR CORNER IN THE SOUTHWEST RIGHT-OF-WAY LINE OF F.M. 1202 (AN 80' PUBLIC RIGHT-OF-WAY), SAID POINT ALSO BEING A CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO CAMP HOWZE DEVELOPMENT PARTNERS, AS RECORDED IN VOLUME 2499, PAGE 595 OF THE DEED RECORDS, COOKE COUNTY, TEXAS (D.R.C.C.T.);

THENCE SOUTH 89° 04' 07" WEST (BASIS OF BEARINGS PER CAMP HOWZE DEVELOPMENT PARTNERS DEED) AND DEPARTING THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID F.M. 1202, AND FOLLOWING ALONG THE SOUTH LINE OF THAT CERTAIN 80.0009 ACRE TRACT OF LAND CONVEYED TO CAMP HOWZE DEVELOPMENT PARTNERS, LLC BY DEED RECORDED IN VOLUME 2633, PAGE 581 OF THE DEED RECORDS OF COOKE COUNTY, TEXAS AND THE NORTH LINE OF SAID CAMP HOWZE DEVELOPMENT PARTNERS TRACT RECORDED IN VOLUME 2499, PAGE 595 (D.R.C.C.T.) FOR A DISTANCE OF 1273.46 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP FOUND FOR THE POINT OF BEGINNING OF THE TRACT DESCRIBED HEREIN, SAID POINT BEING THE NORTHWEST CORNER OF SAID CAMP HOWZE DEVELOPMENT PARTNERS TRACT RECORDED IN VOLUME 2499, PAGE 595 (D.R.C.C.T.);

THENCE FOLLOWING ALONG THE WEST LINE OF SAID CAMP HOWZE DEVELOPMENT PARTNERS TRACT RECORDED IN VOLUME 2499, PAGE 595 (D.R.C.C.T.), THE FOLLOWING COURSES AND DISTANCES NUMBERED 1, 2, AND 3;

- 1. SOUTH 00° 19' 13" WEST FOR A DISTANCE OF 309.40 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "RPLS 1890" SET FOR CORNER;
2. NORTH 87° 39' 24" EAST FOR A DISTANCE OF 370.23 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "RPLS 1890" SET FOR CORNER;
3. SOUTH 00° 19' 13" WEST FOR A DISTANCE OF 2810.40 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "RPLS 1890" SET FOR CORNER IN THE COUNTY ROAD NO. 444;

THENCE SOUTH 89° 15' 44" WEST ALONG SAID COUNTY ROAD NO. 444 FOR A DISTANCE OF 241.21 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "RPLS 1890" SET FOR CORNER IN THE EAST LINE OF A TRACT OF LAND CONVEYED TO CITY OF GAINESVILLE BY DEED RECORDED IN VOLUME 366, PAGE 625 OF THE DEED RECORDS OF COOKE COUNTY, TEXAS;

THENCE LEAVING SAID COUNTY ROAD NO. 444 AND ALONG THE COMMON LINE OF SAID CITY OF GAINESVILLE TRACT AND AFORESAID PIERCE KENDALL ANN TRACT THE FOLLOWING COURSES AND DISTANCES NUMBERED 4, 5, AND 6;

- 4. NORTH 00° 24' 28" EAST FOR A DISTANCE OF 2568.78 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "RPLS 1890" SET FOR CORNER
5. NORTH 89° 04' 34" WEST FOR A DISTANCE OF 1399.86 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "RPLS 1890" SET FOR CORNER;
6. SOUTH 00° 28' 28" WEST FOR A DISTANCE OF 2607.77 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "RPLS 1890" SET FOR CORNER IN THE RIGHT-OF-WAY LINE OF AFORESAID COUNTY ROAD NO. 444, SAID POINT BEING IN THE NORTH LINE OF A 11.55 ACRE TRACT OF LAND CONVEYED TO LISA DIANE WESTERLGT BY DEED RECORDED IN VOLUME 2572, PAGE 187 OF THE DEED RECORDS OF COOKE COUNTY, TEXAS;

THENCE SOUTH 89° 15' 44" WEST ALONG THE NORTH LINE OF SAID LISA DIANE WESTERLGT TRACT AND ALONG SAID COUNTY ROAD NO. 444, FOR A DISTANCE OF 298.67 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "RPLS 1890" SET FOR CORNER IN THE NORTH LINE OF A 7.76 ACRE TRACT OF LAND CONVEYED TO DANH CAO & BRANDY BOWERS BY DEED RECORDED IN VOLUME 2539, PAGE 70, AND DEED NO. 20220008073 OF THE DEED RECORDS OF COOKE COUNTY, TEXAS;

THENCE NORTH 03° 15' 40" WEST ALONG SAID COUNTY ROAD NO. 444 FOR A DISTANCE OF 2053.30 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "RPLS 1890" SET FOR CORNER;

THENCE NORTH 14° 20' 19" WEST LEAVING SAID COUNTY ROAD NO. 444 FOR A DISTANCE OF 316.83 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "RPLS 1890" SET FOR CORNER;

THENCE NORTH 04° 17' 05" WEST FOR A DISTANCE OF 730.21 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "RPLS 1890" SET FOR CORNER;

THENCE NORTH 63° 09' 43" EAST SAID COUNTY ROAD NO. 444 FOR A DISTANCE OF 43.37 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "RPLS 1890" SET FOR CORNER, SAID POINT BEING THE SOUTHWEST CORNER OF AFORESAID CAMP HOWZE DEVELOPMENT PARTNERS, LLC TRACT;

THENCE NORTH 89° 15' 44" EAST ALONG THE SOUTH LINE OF AFORESAID CAMP HOWZE DEVELOPMENT PARTNERS, LLC TRACT, FOR A DISTANCE OF 1800.81 FEET TO THE POINT OF BEGINNING AND CONTAINING 61.0882 ACRES OF LAND, MORE OR LESS.

TITLE NOTES

ACCORDING TO THE COMMITMENT FOR TITLE INSURANCE ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY (OF NO. 247179) EFFECTIVE DATE OF OCTOBER 21, 2024 AND ISSUED DATE OF OCTOBER 28, 2024, REVERSED EFFECTIVE DATE OF FEBRUARY 29, 2024, REVERSED ISSUE DATE OF MARCH 12, 2025, THE FOLLOWING MATTERS OF RECORD ARE ITEMIZED AS EXCEPTIONS TO TITLE COVERAGE ON SCHEDULE B THEREOF:

10(a). ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS WITHIN ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS, WHETHER LISTED IN SCHEDULE B OR NOT, THEREIN MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED (SURVEYOR'S NOTE: NOT A SURVEY RELATED MATTER)

10(b). ALL LEASES, CONVEYANCES, CONTRACTS, DEEDS, RESERVATIONS, EXCEPTIONS, LIMITATIONS, GRANTS, AND SIMILAR INTERESTS IN OR TO ANY GEOTHERMAL ENERGY AND ASSOCIATED RESOURCES BELOW THE SURFACE OF THE LAND, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT, ALL AS PROVIDED BY SECTION 2703.056 (A) OF THE TEXAS INSURANCE CODE. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF THE GEOTHERMAL ENERGY AND ASSOCIATED RESOURCES BELOW THE SURFACE OF THE LAND THAT ARE NOT LISTED (SURVEYOR'S NOTE: NOT A SURVEY RELATED MATTER)

10(c). INTEREST IN AND TO ALL COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, AND ALL RIGHTS INCIDENT THERETO, CONTAINED IN A WARRANTY DEED, DATED SEPTEMBER 1, 1936, AND RECORDED IN VOLUME 225, PAGE 389, IN THE OFFICIAL PUBLIC RECORDS OF COOKE COUNTY, TEXAS ON SEPTEMBER 10, 1940, REFERENCE TO WHICH INSTRUMENT IS HERE MADE FOR PARTICULARS, NO FURTHER SEARCH OF TITLE HAS BEEN MADE AS TO THE INTERESTS EVIDENCED BY THIS INSTRUMENT, AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S) (SURVEYOR'S NOTE: SUBJECT PROPERTY IS A PORTION OF PROPERTY DESCRIBED THEREIN, BLANKET IN NATURE)

10(d). INTEREST IN AND TO ALL COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, AND ALL RIGHTS INCIDENT THERETO, CONTAINED IN A WARRANTY DEED, DATED FEBRUARY 18, 1948, AND RECORDED IN VOLUME 325, PAGE 407, IN THE OFFICIAL PUBLIC RECORDS OF COOKE COUNTY, TEXAS ON FEBRUARY 18, 1948, REFERENCE TO WHICH INSTRUMENT IS HERE MADE FOR PARTICULARS, NO FURTHER SEARCH OF TITLE HAS BEEN MADE AS TO THE INTERESTS EVIDENCED BY THIS INSTRUMENT, AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S) (SURVEYOR'S NOTE: SUBJECT PROPERTY IS A PORTION OF PROPERTY DESCRIBED THEREIN, BLANKET IN NATURE)

10(e). INTEREST IN AND TO ALL COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, AND ALL RIGHTS INCIDENT THERETO, CONTAINED IN A CFT DEED, DATED NOVEMBER 4, 2010, AND RECORDED IN VOLUME 1718, PAGE 561, IN THE OFFICIAL PUBLIC RECORDS OF COOKE COUNTY, TEXAS ON NOVEMBER 8, 2010, REFERENCE TO WHICH INSTRUMENT IS HERE MADE FOR PARTICULARS, NO FURTHER SEARCH OF TITLE HAS BEEN MADE AS TO THE INTERESTS EVIDENCED BY THIS INSTRUMENT, AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S) (SURVEYOR'S NOTE: SUBJECT PROPERTY IS A PORTION OF PROPERTY DESCRIBED THEREIN, BLANKET IN NATURE)

10(f). TERMS, CONDITIONS AND PROVISIONS GRANTED BY EASEMENT EXECUTED BY MARY WANKER AND WILLE J. WANKER TO PRODUCERS REFINING COMPANY, DATED JULY 9, 1915, AND RECORDED IN VOLUME 116, PAGE 510, IN THE OFFICIAL PUBLIC RECORDS OF COOKE COUNTY, TEXAS ON AUGUST 31, 1915, SAID EASEMENT WAS MODIFIED BY THE FOLLOWING: \*\*\*\* OUILTCLAM DEED EXECUTED BY UNITED STATES OF AMERICA TO MARY M. MOYERS AND G. W. FROST, DATED JANUARY 19, 1948, AND RECORDED IN VOLUME 325, PAGE 187, ON JANUARY 29, 1948 (SURVEYOR'S NOTE: SUBJECT PROPERTY IS A PORTION OF PROPERTY DESCRIBED THEREIN, BLANKET IN NATURE)

10(g). TERMS, CONDITIONS AND PROVISIONS GRANTED BY EASEMENT EXECUTED BY W. J. WANKER AND MARY WANKER TO LONE STAR GAS COMPANY, DATED MAY 24, 1917, AND RECORDED IN VOLUME 124, PAGE 377, IN THE OFFICIAL PUBLIC RECORDS OF COOKE COUNTY, TEXAS ON MAY 24, 1917, SAID EASEMENT WAS MODIFIED BY THE FOLLOWING: \*\*\*\* OUILTCLAM DEED EXECUTED BY UNITED STATES AMERICA TO EULA L. FROST AND G. W. FROST, DATED JANUARY 19, 1948, AND RECORDED IN VOLUME 325, PAGE 187, ON JANUARY 29, 1948 (SURVEYOR'S NOTE: SUBJECT PROPERTY IS A PORTION OF PROPERTY DESCRIBED THEREIN, BLANKET IN NATURE)

TITLE NOTES CONTINUED.

10(h). TERMS, CONDITIONS AND PROVISIONS GRANTED BY EASEMENT EXECUTED BY C. W. FROST AND EULA FROST TO SINGULAR REFINING COMPANY, DATED MAY 6, 1939, AND RECORDED IN VOLUME 248, PAGE 229, IN THE OFFICIAL PUBLIC RECORDS OF COOKE COUNTY, TEXAS ON JUNE 8, 1939, SAID EASEMENT WAS MODIFIED BY THE FOLLOWING: \*\*\*\* EASEMENT EXECUTED BY RICHARD W. DICKEYMAN AND JOHNNY WAYNE DICKEYMAN TO SINGULAR REFINING COMPANY, DATED MARCH 31, 1948, AND RECORDED IN VOLUME 326, PAGE 491, ON APRIL 29, 1948, \*\*\*\* EASEMENT ASSIGNMENT EXECUTED BY SINGULAR REFINING COMPANY TO ARCH LAND AND CATTLE, DATED DECEMBER 28, 1950, AND RECORDED IN VOLUME 351, PAGE 193, ON JANUARY 17, 1951, \*\*\*\* AGREEMENT EXECUTED BY KATE BRISCO KING TO ARCH PIPE LINE COMPANY, DATED FEBRUARY 10, 1986, AND RECORDED IN VOLUME 734, PAGE 424, ON FEBRUARY 10, 1986, \*\*\*\* EASEMENT ASSIGNMENT EXECUTED BY RED RIVER GAS SERVICES INC TO ARCH LAND AND CATTLE LLC, DATED JULY 9, 2024, AND RECORDED IN VOLUME 2655, PAGE 108, ON JULY 22, 2024, \*\*\*\* EASEMENT ASSIGNMENT EXECUTED BY RED RIVER GAS SERVICES INC TO ARCH LAND AND CATTLE LLC, DATED JULY 9, 2024, AND RECORDED IN VOLUME 2658, PAGE 251, ON AUGUST 5, 2024, AND RECORDED IN VOLUME 2658, PAGE 251, ON AUGUST 5, 2024, \*\*\*\* EASEMENT ASSIGNMENT EXECUTED BY ARCH LAND AND CATTLE LLC TO CAMP HOWZE PIPELINE LLC, DATED JULY 28, 2024, AND RECORDED IN VOLUME 2658, PAGE 258, ON AUGUST 5, 2024, \*\*\*\* RELEASE EXECUTED BY CAMP HOWZE PIPELINE LLC TO THE PUBLIC, DATED JANUARY 20, 2025, AND RECORDED IN VOLUME 2660, PAGE 813, ON JANUARY 27, 2025 (SURVEYOR'S NOTE: SUBJECT PROPERTY IS A PORTION OF PROPERTY DESCRIBED THEREIN, BLANKET IN NATURE)

10(i). TERMS, CONDITIONS AND PROVISIONS GRANTED BY EASEMENT EXECUTED BY M. M. MOYERS AND R. L. MOYERS TO MAGNOLIA PETROLEUM COMPANY, DATED AUGUST 3, 1940, AND RECORDED IN VOLUME 253, PAGE 169, IN THE OFFICIAL PUBLIC RECORDS OF COOKE COUNTY, TEXAS ON SEPTEMBER 13, 1940, SAID EASEMENT WAS MODIFIED BY THE FOLLOWING: \*\*\*\* OUILTCLAM DEED EXECUTED BY UNITED STATES OF AMERICA TO MARY M. MOYERS, DATED NOVEMBER 14, 1947, AND RECORDED IN VOLUME 324, PAGE 261, ON NOVEMBER 22, 1947 (SURVEYOR'S NOTE: LOCATED OFFSITE SUBJECT PROPERTY)

10(j). TERMS, CONDITIONS AND PROVISIONS GRANTED BY EASEMENT EXECUTED BY RICHARD W. DICKEYMAN AND JOHNNIE WAYNE DICKEYMAN TO TEXAS POWER & LIGHT COMPANY, DATED DECEMBER 10, 1947, AND RECORDED IN VOLUME 325, PAGE 354, IN THE OFFICIAL PUBLIC RECORDS OF COOKE COUNTY, TEXAS ON FEBRUARY 13, 1948 (SURVEYOR'S NOTE: LOCATED OFFSITE SUBJECT PROPERTY, AS SHOWN ON SURVEY)

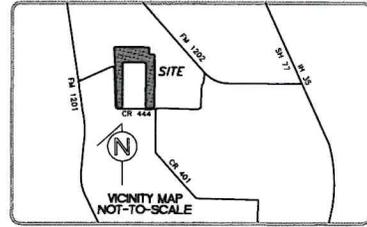
10(k). TERMS, CONDITIONS AND PROVISIONS GRANTED BY EASEMENT EXECUTED BY UNITED STATES AMERICA TO TEXAS POWER & LIGHT COMPANY, DATED JANUARY 7, 1948, AND RECORDED IN VOLUME 325, PAGE 359, IN THE OFFICIAL PUBLIC RECORDS OF COOKE COUNTY, TEXAS ON FEBRUARY 13, 1948 (SURVEYOR'S NOTE: LOCATED OFFSITE SUBJECT PROPERTY, AS SHOWN ON SURVEY)

10(l). EASEMENT CONTAINED IN A QUILTCLAM DEED, DATED NOVEMBER 14, 1947, AND RECORDED IN VOLUME 324, PAGE 261, IN THE OFFICIAL PUBLIC RECORDS OF COOKE COUNTY, TEXAS ON NOVEMBER 22, 1947 (SURVEYOR'S NOTE: LOCATED OFFSITE SUBJECT PROPERTY)

10(m). EASEMENT CONTAINED IN A QUILTCLAM DEED, DATED JANUARY 19, 1948, AND RECORDED IN VOLUME 325, PAGE 187, IN THE OFFICIAL PUBLIC RECORDS OF COOKE COUNTY, TEXAS ON JANUARY 29, 1948 (SURVEYOR'S NOTE: SUBJECT PROPERTY IS A PORTION OF PROPERTY DESCRIBED THEREIN, UNABLE TO LOCATE EASEMENTS DESCRIBED, BLANKET IN NATURE)

10(n). REGULATIONS EXECUTED BY COOKE COUNTY TO THE PUBLIC, DATED APRIL 8, 2019, AND RECORDED IN VOLUME 2263, PAGE 267, IN THE OFFICIAL PUBLIC RECORDS OF COOKE COUNTY, TEXAS ON JUNE 6, 2019, ANY CONSEQUENCES, DAMAGES OR CLAIMS ARISING FROM THE VIOLATION OF SAID REGULATIONS (SURVEYOR'S NOTE: NOT A SURVEY RELATED MATTER)

10(o). REGULATIONS EXECUTED BY COOKE COUNTY TO THE PUBLIC, DATED OCTOBER 14, 2019, AND RECORDED IN VOLUME 2291, PAGE 49, IN THE OFFICIAL PUBLIC RECORDS OF COOKE COUNTY, TEXAS ON OCTOBER 16, 2019 (SURVEYOR'S NOTE: NOT A SURVEY RELATED MATTER)



FLOOD NOTE
ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) - NATIONAL FLOOD INSURANCE PROGRAM (NFIP) - FLOOD INSURANCE RATE MAP (FIRM) - FOR THE COOKE COUNTY, TEXAS AND INCORPORATED AREAS - MAP NO. 480702Z02B, MAP REVISED, JANUARY 18, 2008, THE PROPERTY SHOWN HEREON LIES IN ZONE "X" (OTHER AREAS).
ZONE "X"(OTHER AREAS) IS DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN".
THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURE THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE, ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

CERTIFICATION
TO: CAMP HOWZE DEVELOPMENT PARTNERS, LLC, A TEXAS LIMITED PARTNERSHIP; KENDALL ANN PIERCE AND KATE HALL, NOW KNOWN AS KATE BRISCO KING, AND BRISCO FAMILY PARTNERSHIP 1, LTD.; AND FIDELITY NATIONAL TITLE INSURANCE COMPANY (OF NO. 247179).
THIS IS TO CERTIFY THAT THIS MAP OR PLAN 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, 2, 3, 4, 6(a), 7(a), 7(b), 8, 9, 13, & 14 OF TABLE A THEREOF.
DAVID PETERRE
REVISED PROFESSIONAL
LAND SURVEYOR NO. 1890

REVISED MARCH 20, 2025 - UPDATED BOUNDARY
REVISED MARCH 13, 2025 - UPDATED TITLE
REVISED FEBRUARY 27, 2025 - PER COMMENT

ALTA/NSPS LAND TITLE SURVEY
61.0882 ACRE PARCEL
KENDALL ANN PIERCE PROPERTY
ABSTRACT NOS. 64, 166, 454, 455, AND 1109
CITY OF GAINESVILLE, COOKE COUNTY, TEXAS
SHEET 2 OF 2
DATE: JANUARY 24, 2025
SCALE: 1"=200'
DRAFTSMAN: DAVID PETERRE
PLS REGISTRATION NO. 19105700

**Exhibit B**  
**City Property**

Cooke CAD Property IDs: 25433, 27209, and 26341

## EXHIBIT A

### PROPERTY DESCRIPTION

THIS IS TO CERTIFY THAT I HAVE, THIS DATE, MADE A CAREFUL AND ACCURATE SURVEY ON THE GROUND OF PROPERTY DESCRIBED AS FOLLOWS:

BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE J. M. WILLIAMSON SURVEY, ABSTRACT NO. 1109; W.W. HILLIS SURVEY, ABSTRACT NO. 454; AND IN THE C.T. BAILEY SURVEY, ABSTRACT NO. 64 AND BEING THE CALLED 82.94 ACRE TRACT DESCRIBED IN DEED TO CITY OF GAINESVILLE, COOKE COUNTY, TEXAS AS RECORDED IN VOLUME 366, PAGE 625 OF THE DEED RECORDS OF COOKE COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 5/8" IRON ROD WITH YELLOW PLASTIC CAP FOUND FOR CORNER IN THE SOUTHWEST RIGHT-OF-WAY LINE OF F.M. 1202 (CALLED AN 80' PUBLIC RIGHT-OF-WAY), SAID POINT ALSO BEING A CORNER OF A 138.6674 ACRE TRACT OF LAND DESCRIBED IN DEED TO CAMP HOWZE DEVELOPMENT PARTNERS, AS RECORDED IN VOLUME 2499, PAGE 595 OF THE DEED RECORDS, COOKE COUNTY, TEXAS (D.R.C.C.T.);

THENCE SOUTH 89° 08' 07" WEST (BASIS OF BEARINGS PER CAMP HOWZE DEVELOPMENT PARTNERS DEED) AND DEPARTING THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID F.M. 1202, AND FOLLOWING ALONG THE NORTH LINE OF SAID CAMP HOWZE DEVELOPMENT PARTNERS TRACT RECORDED IN VOLUME 2499, PAGE 595 (D.R.C.C.T.) FOR A DISTANCE OF 1273.46 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP FOUND FOR THE NORTHWEST CORNER OF SAID 138.6674 ACRE CAMP HOWZE DEVELOPMENT PARTNERS TRACT RECORDED IN VOLUME 2499, PAGE 595 (D.R.C.C.T.);

THENCE FOLLOWING ALONG THE WEST LINE OF SAID CAMP HOWZE DEVELOPMENT PARTNERS TRACT RECORDED IN VOLUME 2499, PAGE 595 (D.R.C.C.T.), THE FOLLOWING COURSES AND DISTANCES NUMBERED 1, 2, AND 3;

1. SOUTH 00° 19' 13" WEST FOR A DISTANCE OF 309.40 FEET TO A 5/8" IRON ROD SET FOR CORNER;
2. NORTH 87° 39' 24" EAST FOR A DISTANCE OF 370.23 FEET TO A 5/8" IRON ROD SET FOR CORNER;
3. SOUTH 00° 19' 13" WEST FOR A DISTANCE OF 248.30 FEET TO A 5/8" IRON ROD SET FOR CORNER;

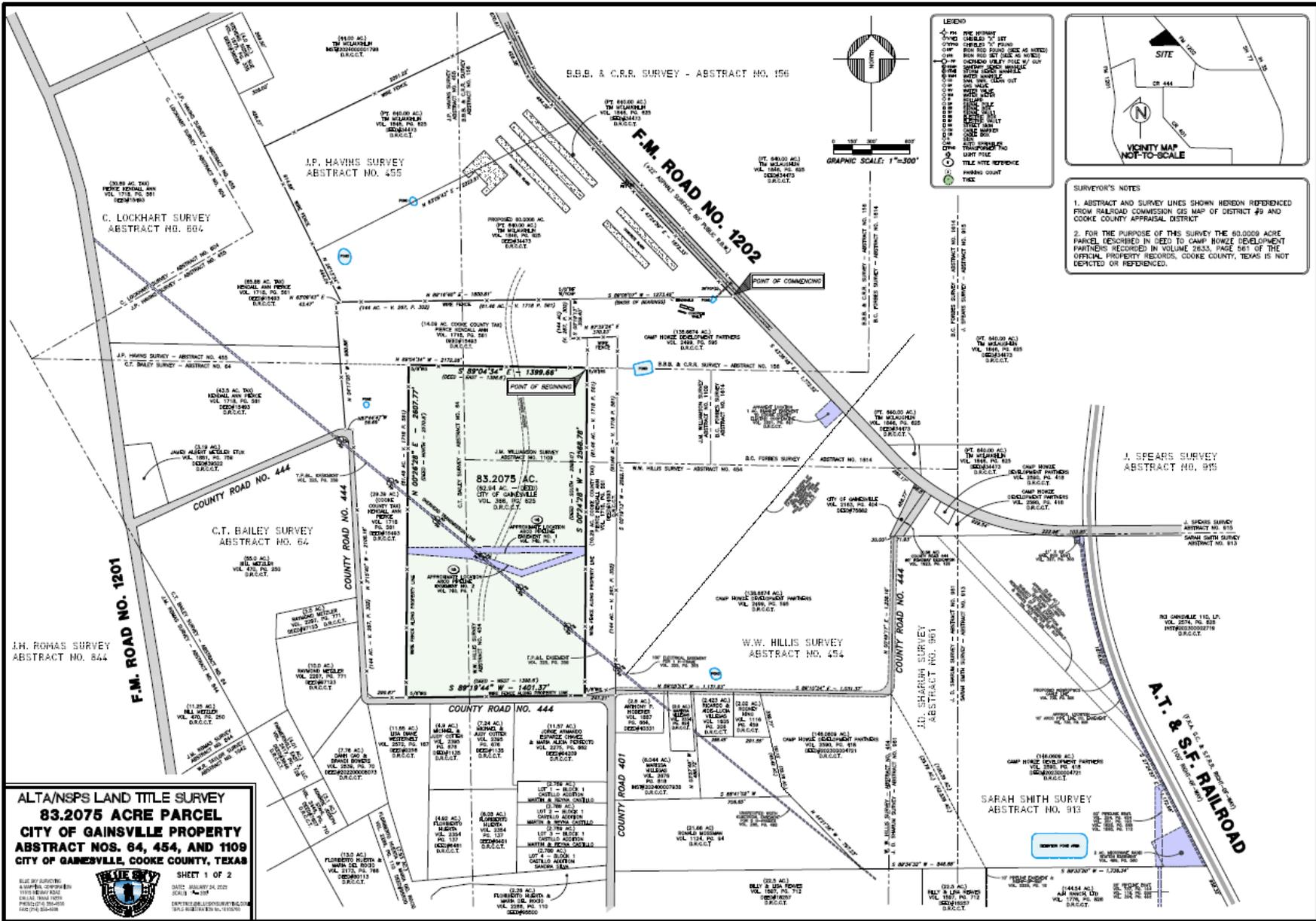
THENCE NORTH 89° 04' 34" WEST FOR A DISTANCE OF 237.26 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "RPLS 1890" SET FOR THE POINT OF BEGINNING OF THE TRACT DESCRIBED HEREIN, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID CITY OF GAINESVILLE CALLED 82.94 ACRE TRACT;

THENCE SOUTH 00° 24' 28" WEST ALONG THE EAST LINE OF SAID CITY OF GAINESVILLE CALLED 82.94 ACRE TRACT FOR A DISTANCE OF 2568.78 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "RPLS 1890" SET FOR THE SOUTHEAST CORNER OF SAID CITY OF GAINESVILLE CALLED 82.94 ACRE TRACT IN THE NORTH LINE OF COUNTY ROAD NO. 444 (VARIABLE WIDTH UNDEDICATED PUBLIC ROAD BY USE AND OCCUPATION);

THENCE SOUTH 89° 19' 44" WEST ALONG THE NORTH LINE OF SAID COUNTY ROAD NO. 444 RIGHT-OF-WAY FOR A DISTANCE OF 1401.37 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "RPLS 1890" SET FOR THE SOUTHWEST CORNER OF SAID CITY OF GAINESVILLE CALLED 82.94 ACRE TRACT;

THENCE NORTH 00° 26' 28" EAST DEPARTING SAID COUNTY ROAD NO. 444 RIGHT-OF-WAY AND FOLLOWING ALONG THE WEST LINE OF SAID CITY OF GAINESVILLE CALLED 82.94 ACRE TRACT FOR A DISTANCE OF 2607.77 FEET TO A 5/8" IRON ROD WITH YELLOW CAP STAMPED "RPLS 1890" SET FOR THE NORTHWEST CORNER OF SAID CALLED 82.94 ACRE TRACT;

THENCE SOUTH 89° 04' 34" EAST AND FOLLOWING ALONG SAID CITY OF GAINESVILLE CALLED 82.94 ACRE TRACT FOR A DISTANCE OF 1399.66 FEET TO THE POINT OF BEGINNING AND CONTAINING 83.2075 ACRES OF LAND, MORE OR LESS.



**ALTA/NSPS LAND TITLE SURVEY**  
**83.2075 ACRE PARCEL**  
**CITY OF GAINESVILLE PROPERTY**  
**ABSTRACT NOS. 64, 454, AND 1109**  
**CITY OF GAINESVILLE, COOKE COUNTY, TEXAS**

DATE: 08/04/2023  
 SHEET 1 OF 2  
 2023

BLUE PRINT SURVEYING & CONSULTING, INC.  
 17015 REEFARY ROAD  
 DALLAS, TEXAS 75244  
 PHONE: (214) 342-2000  
 FAX: (214) 342-2001  
 www.bpsurvey.com

**Exhibit C**  
**Project Site**

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





**Chapter 380 Economic Development Incentive Application**

**APPLICATION FOR CHAPTER 380 ECONOMIC DEVELOPMENT INCENTIVE  
IN GAINESVILLE, TEXAS**

**FILING INSTRUCTIONS:**

This application should be filed prior to the anticipated commencement of construction of improvements or the installation of equipment. This application will become a part of any later agreement or contract, and knowingly false representations thereon will be grounds for the voiding of any later agreement or contract.

**IF THE CITY DECIDES TO PROVIDE A CHAPTER 380 ECONOMIC DEVELOPMENT INCENTIVE BASED ON THIS APPLICATION, THE DATA PROVIDED FOR PROPERTY VALUE AND JOBS WILL BE USED AS REQUIREMENTS IN THE INCENTIVE AGREEMENT.**

ORIGINAL COPY OF THIS APPLICATION AND ATTACHMENTS SHOULD BE SUBMITTED TO:

Barry L. Sullivan, City Manager  
City of Gainesville  
200 South Rusk Street  
Gainesville, Texas 76240

or

bsullivan@cogtx.org

**SECTION I - APPLICANT INFORMATION**

Date of Application: October 15, 2024  
Applicant Name: Craig Hughes  
Title: Vice President  
Company Name: Camp Howze Development Partners, LLC (CHDP)  
Address: 114 E. Foreline, Gainesville, Texas 76240  
Phone: (214) 543-3821

Type of Applicant: Corporation (  ) Partnership (  ) Proprietorship (  )

If different from applicant:

Property Owner's Name: N/A  
Property Owner's Address: N/A  
Property Owner's Phone: N/A

<sup>1</sup> CHDP is a Texas limited liability company.

## Chapter 380 Economic Development Incentive Application

Total Current Number  
of Employees: In Gainesville: 0 At other Locations: 0

Annual Sales Per Year: \$0.00 currently; TBD in the future

Estimated Annual Property Taxes (payable to Gainesville): \$1,175,040<sup>2</sup>

Investment: Land: \$1,243,500 Facility: \$204,963,281 Business Personal Property: \$100,000,000

Taxable Value of

Investment: Land: \$1,243,500 Facility: \$204,963,281 Business Personal Property: \$100,000,00

### SECTION II – FACILITY/DEVELOPMENT INFORMATION

- (a) Type of facility or development for which incentive is requested: CHDP intends to develop up to approximately 2.5 million square feet of robust rail served industrial / manufacturing facilities on the subject land and the surrounding area.
- (b) Address of proposed facility/development and/or legal description: Cooke County Appraisal District parcels 25433, 26341 and 27209 containing approximately 82.94 acres.
- (c) Describe product or service to be provided: The targeted companies for the intended use of the land will be manufacturers of various products to include food production, consumer products manufacturing and other industrial uses.

### SECTION III - FACILITY DESCRIPTION

Please attach the following:

- (a) A general description of the improvements to be undertaken. CHDP intends to develop up to approximately 2.5 million square feet of robust rail served industrial / manufacturing facilities on the subject land and the surrounding area.
- (b) A descriptive list of the improvements for which incentive is requested. CHDP is requesting the donation of 82.94 acres of raw unimproved land that presently has no public utilities serving the land.
- (c) A list of the type, number and location of all proposed improvements of the Real Property Facility or Existing Facility. CHDP has developed a Master Plan for Camp Howze Industrial Rail Park (Camp Howze) that will be modified from time to time as actual Industrial Users locate within the Park. The current Master Plan for the land under consideration projects up to five (5) industrial facilities, up to three (3) of which are projected to be rail served facilities.
- (d) A site map indicating the approximate location of improvements on the Real Property Facility or Existing Facility together with the location of any or all Existing Facilities located on the Real Property or Facility. Please see the Camp Howze Master Plan

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<sup>2</sup> These numbers reflect the values attributable to the City's 82.94 acres and 52 acres that CHDP has an option to purchase from a third party located immediately adjacent to the City's 82.94 acres.

## Chapter 380 Economic Development Incentive Application

attached hereto currently depicting Buildings 8, 9, 10, 11 and 12 containing approximately 2,458,041 square feet of buildings.

- (e) A list of any and all Tangible Personal Property presently existing on the Real Property or located in an Existing Facility. The 82.94 acres of land under consideration is raw land with no tangible personal property, nor are there any city utilities serving the land.
- (f) A proposed time schedule for undertaking and completing any proposed improvements. CHDP has a 4-to-6-year plan to develop the land under consideration as an expansion of Camp Howze Industrial Rail Park and the projected build out of the land under consideration will be based on demand from third party industrial users.
- (g) A general description stating whether the proposed improvements are in connection with:
  - (1) the modernization of a facility (of any type herein defined); or, N/A
  - (2) construction of a new facility (of any type herein defined); or, CHDP intends to develop up to five (5) state of the art modern industrial / manufacturing facilities on the land under consideration and surrounding area containing up to 2,458,041 square feet.
  - (3) expansion of a facility (of any type herein defined); or, N/A
  - (4) any combination of the above.
- (h) A statement of the additional value to the Real Property or Facility as a result of the proposed improvements. CHDP projects that the above-described Real Property developments will have an estimated Taxable Value of over \$200 million.
- (i) Information concerning the number of new jobs that will be created or information concerning the number of existing jobs to be retained. While it is difficult to project the number of new manufacturing jobs that will be created, using an estimate of 100 full-time jobs per facility, the number of new full-time jobs would be in excess of 500.
- (j) Information concerning the amount of sales tax that will be created. While it is difficult to project the sales taxes that these anticipated manufacturing companies will be paying, it would be reasonable to assume the sales taxes will be in the millions of dollars annually.

### SECTION IV - ECONOMIC IMPACT INFORMATION

**Part A** - Current Investment in Existing Improvements: \$0.00

**Part B** - Permanent Employment Estimates:

- (1) Estimated Number of Jobs: 500  
Estimated Annual Payroll: \$32 million<sup>3</sup>  
Retained: N/A  
At start-up: 100

<sup>3</sup> Based on an average salary of \$64,000 per job.

## Chapter 380 Economic Development Incentive Application

Created: 500  
In One (1) Year: 0  
In Five (5) Years: 500

- (2) Opening of improvements:  
Date: Beginning 2025 / 2026

### Part C - Construction and Employment Estimates:

- (1) Construction start:  
Date: 2025 / 2026
- (2) Number of construction jobs:  
At Start: 100  
Peak: 750  
Finish: 0

### Part D - School District Impact Estimates:

Give estimated number of: Children added to each ISD 250

### Part E - City Impact Estimates:

- (1) Volume of treated water required from City (gallons per day): 1.5 million  
(2) Volume of effluent to be treated by City (gallons per day): 500,000

### Part F - Estimated Appraised Value on Site:

#### LAND PERSONAL IMPROVEMENTS PROPERTY

- (1) Taxable Value of Land and Facility January 1 Preceding Proposed Incentive:  
\$0.00 – City owned land is not taxable
- (2) Estimated Taxable Value of Eligible Improvements after Incentive Agreement  
Expires: \$200 million

## SECTION V – INCENTIVE REQUEST

Provide a detailed incentive request. Camp Howze Development Partners, LLC (CHDP) requests the City of Gainesville, Texas donate to CHDP the City's three (3) parcels land (parcels 25433, 26341 and 27209) containing approximately 82.94 acres of raw, unimproved land as an inducement to expand CHDP's Camp Howze Industrial Rail Park for the future development of industrial / manufacturing facilities totaling up to approximately 2 million square feet of modern industrial facilities. This request is conditioned on CHDP acquiring three (3) parcels of land (parcels 4852, 4853 and 26339) immediately adjacent to the City's parcels from the current owner. The request is further conditioned on CHDP annexing the donated land in the City of Gainesville, Texas and adopting the Industrial Zoning with PD Overlay currently in effect on the adjacent Camp Howze Industrial Rail Park.

**RESOLUTION NO. 05-20-2025D**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GAINESVILLE, TEXAS; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO CHAPTER 380 GRANT AGREEMENT BETWEEN THE CITY OF GAINESVILLE AND CAMP HOWZE DEVELOPMENT PARTNERS, LLC.**

**WHEREAS**, Company and City entered into that certain Chapter 380 Economic Development Agreement dated January 7, 2025; and

**WHEREAS**, Company has requested permission to remove the pipeline from the City Property prior to the City conveying the property to Company; and

**WHEREAS**, the Parties deem it reasonable to amend the Chapter 380 Economic Development Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GAINESVILLE, TEXAS THAT:**

The Mayor is authorized to sign the First Amendment to the Chapter 380 Grant Agreement between the City of Gainesville, Texas and Camp Howze Development Partners, LLC. as shown in Exhibit A.

**PASSED AND APPROVED THIS 20<sup>TH</sup> DAY OF MAY 2025 BY THE FOLLOWING VOTES:**

6 AYES, 0 NAYS, 1 ABSENT, 0 ABSTENTIONS

  
\_\_\_\_\_  
MARY JO DOLLAR, MAYOR PRO TEM

**ATTEST:**

  
\_\_\_\_\_  
DIANA ALCALA, CITY SECRETARY



First Amendment to 380 Grant Agreement

This First Amendment to the 380 Grant Agreement (this "Amendment") is entered into by and between the City of Gainesville, Texas ("City"), and Camp Howze Development Partners, LLC, a Texas Limited Liability Company ("Company"), to be effective on the date upon which the last of all of the Parties has approved and duly executed this Amendment (the "Effective Date"). The City and Company are sometimes referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, the City Council approved, and Company and City made and entered into, that certain 380 Grant Agreement dated January 7, 2025 (the "Agreement"); and

WHEREAS, the Parties deem it reasonable to amend the 380 Agreement to clarify the Company's right of entry to City Property for Company's pipeline removal activities.

NOW, THEREFORE, the Parties hereto, in consideration of the terms and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

1. Recitals; Capitalized Terms. The foregoing recitals are true and correct and are hereby incorporated into this Amendment for all purposes. Any capitalized term used in this Amendment and not defined herein shall have the meaning assigned to such term in the Contract.

2. Amendment to the 380 Agreement.

a. Article IV, Performance Obligations of Company, shall be amended by creating Section 4.2 to read as follows:

4.2 Company Right of Entry for Pipeline Removal. If Company desires to remove the pipeline from the City Property prior to the City conveying the property to Company, City does hereby grant to Company and its agents, employees, and contractors the immediate right to enter onto the City Property depicted in Exhibit "B" to take all steps necessary or convenient for the removal of the pipeline facility in accordance with the terms of this Agreement.

(a) Liens: Company shall not permit to be placed against the City Property any mechanic's, materialmen's, contractor's, or subcontractor's liens in connection with Company's actions upon the Property. Company agrees to hold the City harmless for any loss or expense, including reasonable attorneys' fees and costs, which may arise from any such liens which might be filed against the Property.

(b) **INDEMNIFICATION: TO THE EXTENT ALLOWED BY LAW, COMPANY HEREBY AGREES TO INDEMNIFY, DEFEND, ASSUME ALL LIABILITY FOR, AND HOLD HARMLESS THE CITY, ITS ELECTED OFFICIALS, EMPLOYEES, AGENTS, AND REPRESENTATIVES FROM ALL ACTIONS, CLAIMS, SUITS, PENALTIES, OBLIGATIONS, LIABILITIES, OR INJURIES TO**

**PERSONS AND PERSONAL PROPERTY THAT MAY BE CAUSED BY COMPANY'S ACTIVITIES PURSUANT TO THIS RIGHT OF ENTRY, OR ARISING OUT OF OR IN CONNECTION WITH SUCH ACTIVITIES, WHETHER SUCH ACTIVITIES OR PERFORMANCE THEREOF IS BY COMPANY OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED OR UNDER CONTRACT WITH COMPANY. NOTHING IN THIS INDEMNITY PROVISION SHALL BE READ TO EXTEND INDEMNIFICATION TO THE CITY'S OWN NEGLIGENCE IN THE PERFORMANCE OF THIS RIGHT OF ENTRY.**

- (c) Insurance. For the duration of pipeline removal activities on City Property, the Company shall maintain, or if Company hires one or more contractor(s) to remove the pipeline facility, the Company shall cause its contractor(s) to maintain, insurance with general liability limits in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, along with worker's compensation insurance in the statutory amount required, and Comprehensive Automobile Liability Insurance, with combined single limit bodily injury and property damage of not less than \$1,000,000 per occurrence. The City shall be named as an additional insured on liability policies. All insurance policies, which name the City as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance. A waiver of subrogation in favor of the City shall be contained in the Workers Compensation and all liability policies. All insurance policies shall be issued by insurers that are (1) licensed to do business in the State of Texas, and (2) rated A- or better by Best's Key Rating Guide. Company shall provide insurance certificate(s) upon City's written request.
- (d) Restoration of Property. In the event Company fulfills its Pipeline Removal Obligation as it relates to the City Property prior to the City conveying the City Property to Company, Company shall restore the City Property to substantially the same condition as existed previous to Company's entry upon the City Property.
- (e) Compliance with Laws: Company shall, in all activities undertaken pursuant to this Right of Entry, comply and require its contractors, agents, representatives, and employees to comply with all federal, state, and City laws, statutes, orders, ordinances, rules, and regulations.

3. Miscellaneous.

a. Headings. The descriptive headings contained in this Amendment are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

b. Authority. Each Party hereto has the full legal authority to execute and deliver this Amendment. In addition, the individuals who execute this Amendment on behalf of each Party hereto are authorized to act for and on behalf of such Party and to bind such Party to the terms and provisions hereof, and no additional consents or approvals are required to be obtained by any of the Parties hereto in order to bind such Party to the terms and provisions hereof.

c. Binding Effect. This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

d. Multiple Counterparts. Multiple copies of this Amendment may be executed by the Parties hereto. Each such executed copy shall have the full force and effect of an original executed instrument. To facilitate execution of this Amendment, the Parties may execute and exchange counterparts of the signature page of this Amendment by facsimile or e-mail, and such facsimile or e-mailed signatures shall be deemed originals for all purposes hereunder.

e. Time is of the Essence. Time is of the essence for this Amendment and strict compliance with the time for performance is required.

(SIGNATURE PAGE IMMEDIATELY FOLLOWS)



**RESOLUTION NO. 09-16-2025A**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GAINESVILLE, TEXAS APPROVING THE ACTIONS OF THE GAINESVILLE ECONOMIC DEVELOPMENT CORPORATION, WHICH VOTED TO APPROVE THE SECOND AMENDMENT TO THE PERFORMANCE AGREEMENT WITH CAMP HOWZE DEVELOPMENT PARTNERS, LLC.**

**WHEREAS**, the Board of Directors of the Gainesville Economic Development Corporation (GEDC), meeting in accordance with section 4B(n) of the Development Corporation Act of 1979, met on August 28, 2025; and

**WHEREAS**, the Board of Directors of the Gainesville Economic Development Corporation voted to approve the Second Amendment to the Performance Agreement with Camp Howze Development Partners, LLC.

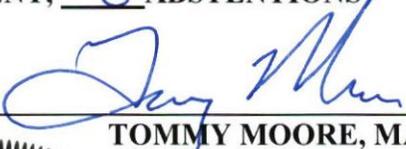
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GAINESVILLE, TEXAS, MEETING IN REGULAR SESSION ON SEPTEMBER 16, 2025 THAT:**

***Section 1.***

That the City Council of the City of Gainesville hereby approves the actions of the GEDC, which voted to approve the Second Amendment to the Performance Agreement with Camp Howze Development Partners, LLC..

**PASSED AND APPROVED THIS 16<sup>TH</sup> DAY OF SEPTEMBER 2025 BY THE FOLLOWING VOTES:**

  7   AYES,   0   NAYS,   0   ABSENT,   0   ABSTENTIONS

  
\_\_\_\_\_  
TOMMY MOORE, MAYOR

ATTEST:  
  
\_\_\_\_\_  
DIANA LOCH, CITY SECRETARY



**RESOLUTION NO. GEDC 08/28/2025-B**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GAINESVILLE ECONOMIC DEVELOPMENT CORPORATION, A TEXAS NON-PROFIT CORPORATION, APPROVING THE SECOND AMENDMENT TO THE PERFORMANCE AGREEMENT WITH CAMP HOWZE DEVELOPMENT PARTNERS, LLC; AUTHORIZING THE PRESIDENT TO EXECUTE SAID SECOND AMENDMENT TO PERFORMANCE AGREEMENT AND ANY AND ALL RELATED DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, GEDC and Camp Howze Development Partners LLC (“Developer”) entered into that certain Performance Agreement dated December 12, 2022, with respect to the entitlement and development of that certain industrial and rail facility park located in the City of Gainesville, Texas, as more particularly described in the Agreement; and

**WHEREAS**, GEDC and Developer executed the First Amendment to Performance Agreement on February 8, 2023; and

**WHEREAS**, B-29 Family Holdings, LLC entered the project as the new majority investor on July 14, 2023; and

**WHEREAS**, the capital infusion by B-29 provided new financial resources and expertise essential to moving the project forward; and

**WHEREAS**, Developer, under the leadership of B-29, was able to negotiate the release of the Arch Midstream pipeline easement and relocate lines at a cost exceeding \$2 million; and

**WHEREAS**, Developer, under the majority ownership of B-29, was able to expand the park size from 144 acres to 433 acres at a cost of over \$5 million; and

**WHEREAS**, Developer recently reached an agreement for BNSF to make the capital commitment needed to build the switches and parallel rail to bring rail service to the park with a scheduled completion in 2026; and

**WHEREAS**, Developer has committed an additional \$2 million for internal rail infrastructure within the park to build the line to River Cement Sales Company (d/b/a Buzzi); and

**WHEREAS**, Developer closed the sale of a 20+ acre parcel to Buzzi on April 20, 2025;

**WHEREAS**, Developer has secured BNSF’s commitment to handle rail cars annually through the Master Transportation Contract with Buzzi; and

**WHEREAS**, GEDC and Developer have agreed to the terms outlined in the Second Amendment to the Agreement; and

WHEREAS, the Board of Directors desires to authorize the President to execute the Second Amendment to the Performance Agreement and any related documents necessary to finalize the lease transaction.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GAINESVILLE ECONOMIC DEVELOPMENT CORPORATION, THAT:**

**Section 1.**

The Second Amendment to the Performance Agreement with Camp Howze Development Partners, LLC is hereby approved in substantially the form presented to the Board in Exhibit A.

**Section 2.**

The President is hereby authorized to execute the Second Amendment to the Performance Agreement and any and all documents necessary to effectuate the terms of the agreement and carry out the intent of this Resolution.

**Section 3.**

This Resolution shall become effective immediately upon its passage.

**DULY RESOLVED BY THE BOARD OF DIRECTORS OF THE GAINESVILLE ECONOMIC DEVELOPMENT CORPORATION, ON THIS 28th DAY OF AUGUST 2025, BY THE FOLLOWING VOTES:**

4 AYES, 0 NAYS, 2 ABSENT, 1 ABSTENTIONS

  
\_\_\_\_\_  
RYAN MORRIS, PRESIDENT

ATTEST:

  
\_\_\_\_\_  
HOWARD R. JONES, SECRETARY

## SECOND AMENDMENT TO PERFORMANCE AGREEMENT

THIS SECOND AMENDMENT TO PERFORMANCE AGREEMENT ("**Second Amendment**") is made and entered into to be effective as of August 1, 2025, CAMP HOWZE DEVELOPMENT PARTNERS, LLC, a Texas limited liability company ("**Developer**"), and GAINESVILLE ECONOMIC DEVELOPMENT CORPORATION, a Texas non-profit corporation ("**GEDC**").

### RECITALS:

- A. GEDC and Developer entered into that certain Performance Agreement dated effective December 12, 2022, a copy of which is attached hereto as Exhibit A (the "**Agreement**"), with respect to the entitlement and development of that certain industrial and rail facility park located in the City of Gainesville, Texas, as more particularly described in the Agreement (the "**Property**").
- B. GEDC and Developer executed the First Amendment to Performance Agreement February 8, 2023 (the "**First Amendment**").
- C. B-29 Family Holdings, LLC entered the project as the new majority investor on July 14, 2023.
- D. The capital infusion by B-29 provided new financial resources and expertise essential to moving the project forward.
- E. Developer, under the leadership of B-29, was able to negotiate the release of the Arch Midstream pipeline easement and relocate lines.
- F. Developer, under the majority ownership of B-29, was able to expand the park size from 144 acres to 433 acres at a cost of over \$4.5 million.
- G. Developer reached an agreement for BNSF to make the capital commitment needed to build the switches and parallel rail to bring rail service to the park with a scheduled completion in 2026; and
- H. Developer has committed an additional \$2 million for internal rail infrastructure within the park to build the line to River Cement Sales Company (d/b/a Buzzi).
- I. Developer closed the sale of a 20+ acre parcel to Buzzi on April 20, 2025.
- J. Developer has secured BNSF's commitment to handle rail cars annually through the Master Transportation Contract with Buzzi.
- K. GEDC and Developer have agreed to this Second Amendment of the Agreement on the terms set forth in this Second Amendment.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, and the respective covenants, agreements, and obligations set forth in this Second Amendment, Developer and GEDC hereby agree as follows:

**SECTION 1. FINDINGS INCORPORATED.**

The foregoing recitals are hereby incorporated into the body of this Second Amendment and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

**SECTION 2. AMENDMENTS TO THE AGREEMENT AND FIRST AMENDMENT.**

- (a) **Amendment to Agreement and First Amendment.** That Section 2 of the Agreement as amended by the First Amendment is hereby amended to read as follows:

**SECTION 2. TERM.**

This Agreement shall be effective as of the Effective Date, as defined herein, and shall continue thereafter until December 31, 2026 unless terminated sooner under the provisions hereof.

Notwithstanding the foregoing, the Term of this Agreement shall be extended, on a day-for-day basis, by the total number of days of Force Majeure. "Force Majeure" shall mean (a) fire, windstorm or other casualties beyond the control of the Developer, (b) strikes, lockouts or other labor disputes or actions which are not the fault of or specific to Developer, (c) government action or inaction with respect to the Industrial Rail Park (defined below), including delays in issuing any required permits, notices to proceed or making inspections, emergency declarations connected with a pandemic or similar disaster circumstance, that (i) directly interrupts, delays or prohibits the development or construction of the Industrial Rail Park, and (ii) is enacted following the commencement of construction of the Industrial Rail Park, (d) adverse weather conditions of unusual duration, (e) changes in applicable state or local ordinances, rules or regulations after the commencement of construction of the Industrial Rail Park, (f) delayed delivery of materials, volatile commodity prices or shortages in materials generally affecting the market, and (g) similar unanticipated events or circumstances beyond the control of Developer."

- (b) **Amendment to Agreement.** That Section 3(c) of the Agreement, entitled "Developer" is hereby amended to read as follows:

"(c) **Developer.** The word "Developer" means:

Camp Howze Development Partners, LLC  
114 E Foreline Dr.  
Gainesville, Texas 76240  
Attn: John Schmitz  
Telephone: \_\_\_\_\_  
Email: jschmitz@b29investments.com

- (c) **Amendment to Agreement and First Amendment.** That Section 4(b) of the Agreement as amended by the First Amendment is hereby amended to read as follows:

"(b) Developer covenants and agrees to commence construction of an industrial and rail facility located on the Property ("Industrial Rail Park"), which, upon completion of construction, shall be maintained and operated by Developer or an affiliate of Developer during the Term of this Agreement, subject to Force Majeure."

- (d) **Amendment to Agreement.** That Section 4(c) of the Agreement, entitled "Reporting Qualified Expenditures and Primary Jobs" is hereby deleted in its entirety.

(e) **Amendment to Agreement and First Amendment.** That Section 4(d) of the Agreement as amended by the First Amendment is hereby amended to read as follows:

“(d) **Acquisition of the GEDC Property.** Developer acquired the GEDC Property for Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00). Any requirement for Developer to provide a separate Letter of Credit for Two Million Four Hundred Thousand and No/100 Dollars is hereby removed due to Developer performance as outlined in the Recitals. Developer agrees to pay a penalty of Two Million Four Hundred Thousand and No/100 Dollars on December 31, 2026 unless the construction of rail has commenced on the Property on or prior to such date (the “Penalty”); provided, however, such penalty shall not be due and payable if the failure of the commencement occurs due to a reason beyond the Developer’s reasonable control, and provided further that the Penalty amount owed, if any, shall be reduced by any applicable credits described in Section 5 of the Performance Agreement. The GEDC agrees to cooperate with Developer to affect the removal of the Letter of Credit obligation and any liens filed against property to support the Letter of Credit. Notwithstanding anything to the contrary in the Agreement, the parties understand and agree that the Developer shall also be released from all other obligations outlined in the Agreement except for the potential payment of the Penalty on the conditions outlined herein.

(f) **Amendment to Agreement and First Amendment.** That Section 5(b) of the Agreement as amended by the First Amendment is hereby deleted in its entirety.

(g) **Amendment to Agreement.** That Section 10(g) of the Agreement, entitled “Notices” amends the Developer’s address to read as follows:

“(g) if to Developer: Camp Howze Development Partners, LLC  
114 E Foreline Dr.  
Gainesville, Texas 76240  
Attn: John Schmitz  
Telephone: \_\_\_\_\_  
Email: jschmitz@b29investments.com”

### SECTION 3. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Second Amendment:

(a) **Amendments.** This Second Amendment constitutes the entire understanding and agreement of the parties as to the matters set forth in this Second Amendment. No alteration of or amendment to this Second Amendment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

(b) **Applicable Law and Venue.** This Second Amendment shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Cooke County, Texas. Venue for any action arising under this Second Amendment shall lie in the state district courts of Cooke County, Texas.

(c) **Assignment.** This Second Amendment may not be assigned without the express written consent of the other party.

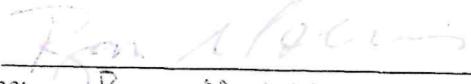
- (d) **Binding Obligation.** This Second Amendment shall become a binding obligation on the signatories upon execution by all signatories hereto. GEDC warrants and represents that the individual executing this Second Amendment on behalf of the GEDC has full authority to execute this Second Amendment and bind the GEDC to the same. Developer warrants and represents that the individual executing this Second Amendment on Developer's behalf has full authority to execute this Second Amendment and bind it to the same
- (e) **Capitalized Terms.** All capitalized terms not specifically defined in this Second Amendment will have the meanings provided in the Agreement.
- (f) **Caption Headings.** Caption headings in this Second Amendment are for convenience purposes only and are not to be used to interpret or define the provisions of the Second Amendment.
- (g) **Counterparts.** This Second Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (h) **Effective Date.** The effective date (the "Effective Date") of this Second Amendment shall be the date of the latter to execute this Second Amendment by and between the GEDC and Developer.
- (i) **Original Agreement and any Amendments.** All of the terms, conditions, and obligations of the Original Agreement, First Amendment and any other amendments remain in full force and effect except where specifically modified by this Second Amendment.
- (j) **Severability.** The provisions of this Second Amendment are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Second Amendment is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the Second Amendment shall be enforced as if the invalid provision had never been included.
- (k) **Time is of the Essence.** Time is of the essence in the performance of this Second Amendment.

**{The Remainder of this Page Intentionally Left Blank}**

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be effective as of the date first written above.

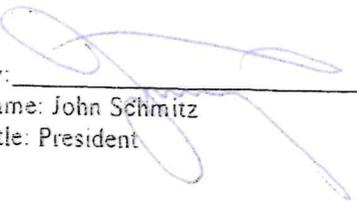
**GEDC:**

**GAINESVILLE ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation

By:   
Name: Ryan Morris  
Title: GEDC Board President

**DEVELOPER:**

**CAMP HOWZE DEVELOPMENT PARTNERS, LLC**,  
a Texas limited liability company

By:   
Name: John Schmitz  
Title: President