STATE OF TEXAS §

COUNTY OF WALLER §

TAX ABATEMENT AGREEMENT BETWEEN WALLER COUNTY, TEXAS AND IDV QOZB 2023, LLC

This tax abatement agreement ("Agreement") is entered into by and between Waller County, Texas ("County"), located at 836 Austin Street, Hempstead, Texas 77445, duly acting herein by and through the Waller County Commissioners' Court and IDV QOZB 2023, LLC ("IDV"), a Texas limited liability company having its principal place of business at 10375 Richmond Ave., Suite 1950, Houston, Texas 77042 (each a "Party," and collectively "Parties"). IDV is the owner of taxable property located within Waller County, Texas and Waller County IDV Reinvestment Zone 17, ("Reinvestment Zone"). This Agreement is entered on October 28, 2026.

RECITALS:

WHEREAS, Texas Tax Code Chapter 312, the Property Redevelopment and Tax Abatement Act, authorizes counties to enter into tax abatement agreements subject to specific requirements;

WHEREAS, the Commissioners Court of Waller County, Texas (Commissioners Court) has previously adopted the Waller County Tax Abatement Guidelines and Criteria ("Waller County Policy") governing tax abatement agreements and reinvestment zones; and

WHEREAS, the Waller County Policy constitutes appropriate "guidelines and criteria" to govern tax abatement agreements as required by Texas Tax Code Chapter 312; and

WHEREAS, the County has adopted a resolution stating that it elects to participate in tax abatements; and

WHEREAS, the Waller County Commissioners Court ordered the designation of the Waller County IDV Reinvestment Zone 17 as authorized by Texas Tax Code Chapter 312 on June 10, 2026, and said order is attached hereto as Exhibit C; and

WHEREAS, the Commissioners Court finds that the terms of this Agreement and the property subject to this Agreement meet the requirements and goals of the Waller County Policy; and

WHEREAS, this Agreement will maintain and/or enhance the commercial/industrial economic and employment base of County, otherwise further the goals of the Policy adopted by County, and produce long-term benefits for the County;

NOW THEREFORE, the Parties mutually agree as follows:

1. DEFINITIONS

The following words have the meanings specified when used in this Agreement:

1.1 "Abatement Period" means a period of years, commencing January 1, 2028 and terminating December 31, 2029.

1.2 "Agreement Term" means the period beginning on the Effective Date and continuing through December 31, 2029.

1.3 "Ad Valorem Tax," whether or not capitalized, means a tax assessed according to the value of property.

1.4 "Base Year Value" means the assessed value of the property the taxes of which will be abated under this Agreement as of January 1, 2026.

1.5 "Building" means the approximately 283,153 square foot facility that will be constructed by IDV on the Premises, which is described on Exhibit B.

1.6 "Effective Date" means the date of the last signature affixed hereto.

1.7 "Improvements" means the Personal Property Improvements together with the Real Property Improvements.

1.8 "Inventory" means taxable personal property that is held for sale in the ordinary course of a trade or business

1.9 "Personal Property Improvements" means the personal property that can be removed from a building without destroying or changing the building, and includes any machinery or equipment that may be bolted to the floor, but has a shorter life span than the building and is used in the primary line of business as designated by the qualifying business type set in the Waller County Policy.

1.10 "Premises" means the parcel of land owned by IDV in the Reinvestment Zone in Waller County, Texas, the legal description of which is shown on Exhibit A.

1.11 "Project" means the development of the Premises for industrial warehouse and/or manufacturing purposes and the construction and/or installation of the Improvements.

1.12 "Real Property Improvements" means the Building and any other parking areas and any fences attached to the land and as shown on Exhibit B.

1.13 "WCAD" means the Waller County Appraisal District.

1.14 "Year," whether or not capitalized, means a calendar year beginning on January 1st and continuing through December 31st.

2. THE PROPERTY

2.1 The "Premises" is the 15.486-acre parcel of land having address 5276 11th Street, Brookshire, Texas 77423, identified as Reserve B and the "Location of future Building 3 site," and legally described on Exhibit A. IDV is the owner of the Premises. The Premises is located within a qualifying Reinvestment Zone pursuant to Texas Tax Code Chapter 312.

2.2 The Building is the approximately 283,153 square foot facility that will be constructed on the Premises, and is described on Exhibit B. The Building will be constructed and owned by IDV.

3. THE TAX ABATEMENT

3.1 Tax Abated: The ad valorem property taxes on the increased taxable value of the Improvements above the Base Year Value shall be abated during the Abatement Period at the rate identified in Section 3.2, Tax Abatement Percentages.

3.2 Tax Abatement Percentages: The ad valorem taxes shall be abated only for the increased taxable value of the Improvements over the Base Year Value in an amount equal to the percentages listed below:

Tax Abatement Year	Percentage of Tax Abated
Year 1 (2028)	100%
Year 2 (2029)	100%

3.3 Appraisal: It is understood and agreed between the parties, that beginning Year 1 of the Abatement Period and continuing each year thereafter, as provided in law, the Premises, Building and any and all other Improvements shall be appraised by the Waller County Appraisal District. The appraisal shall be the market value of the property effective January 1 of each tax year, including the value of any partially completed Improvements.

3.4 Appraisal Protest: IDV shall have the right to protest any appraisals of the Building, Premises, Improvements, or any portion thereof, during the Agreement Term. Nothing in this Agreement shall affect the entity's right to protest and/or contest any taxes assessed on the Building, Premises, Personal Property Improvements, or any other improvements, and the abatement percentages shall be applied to the amount of taxes finally determined to be due as a result of any such protest and/or contest.

3.5 Effect of Appraisal Protest: If IDV protests the certified appraised value of the Improvements, and the certified appraised value is reduced to an amount below the investment value stated in Section 4.1 as a result of the protest, then the percentage of the abatement granted herein will be proportionately adjusted downward based on the difference between the investment value stated in Section 4.1 and the new certified appraised value expressed as a percentage rounded to the nearest whole number. For example, if the specified investment value is $1,000,000.00, and a protest results in a 6.6% reduction of the property's certified appraised value to $934,000.00, then the percentage of the tax abatement granted under this Agreement for the protest year would be decreased by the same percentage rounded to the nearest whole number. Therefore, the Tax Abatement Percentage would be reduced by 7%. This reduction does not apply if, as a result of a protest, the certified appraised value is reduced to an amount that is still above the investment value stated in Section 4.1. The reduction only applies to the property for which the certified appraised value is reduced.

3.6 Taxes Not Abated: This Agreement does not abate the taxes for the underlying land, inventory, or supplies. This Agreement does not abate taxes for tangible personal property, unless such property is specifically identified as an Improvement. **This Agreement does not abate taxes for any tangible personal property located on the real property at any time before the commencement of the Abatement Period.** IDV shall be subject to taxation on all real and personal property not abated or otherwise exempt.

4. COMPANY PERFORMANCE OBLIGATIONS

4.1 Investment: IDV shall invest, or cause to be invested, a cumulative amount of at least **SIXTEEN MILLION TWO HUNDRED THOUSAND DOLLARS ($16,200,000.00)** into the Project by December 31, 2028.

4.2 Real Property Improvements: IDV shall construct the Real Property Improvements described in Exhibit B by the end of Year 1 of the Abatement Period.

4.3 Improvement Quality: IDV shall ensure that the Improvements are diligently and faithfully undertaken and completed in a good and workmanlike manner. The Improvements shall comply with all applicable federal, state, and local laws and regulations, including but not limited to: Texas Commission on Environmental Quality regulations, Waller County regulations and any applicable municipal regulations, building codes, ordinances, flood, subdivision, building, electrical, plumbing, fire, and life safety codes and regulations, current and as amended.

4.4 Premises Occupation: IDV shall, by the end of Year 1 of the Abatement Period referenced in Section 9, and until the expiration of the Abatement Period, successfully complete construction, and seek to rent or sell the Building and Premises as an industrial warehouse or manufacturing facility. IDV shall not change the principal use of the Premises or Building without prior written approval from the Commissioners Court.

4.5 Premises Maintenance: IDV shall maintain the Building and Premises, and any other constructed improvements on the Premises in good repair and condition during the Agreement Term, and shall operate them in compliance with applicable health and safety laws and local regulations.

4.6 Records: IDV shall maintain written and/or digital records and supporting documentation relating to and sufficient to reasonably determine the amount of the required investment into the Building and Premises, and shall maintain these records for the Agreement Term. IDV, upon a five (5) business day prior notice by the County, shall validate compliance with the terms of this Agreement by allowing the County to review records and documents that are directly related to its obligations under this Agreement. The County's inspection shall be for the sole purpose of verifying the information contained in the compliance certifications due pursuant to Section 4.11. The County's review must be done during normal business hours, and no more than once per calendar year. The County shall not be permitted to photocopy any documentation during the inspection. The County agrees it will make best efforts not to interrupt IDV business with such inspections.

4.7 Required Forms: IDV acknowledges its responsibility to file, as applicable, Forms 50-116, 50-141, 50-142, 50-144, the Waller County Tax Abatement Compliance Certification Form, and/or any other reasonably required documentation to verify personal property values and continued compliance for the granted tax abatement to the Waller County Appraisal District annually during the Abatement Period for so long as the law requires annual filing. The forms shall be timely filed in accordance with applicable law, and in no event filed later than the final extension allowed by law. Failure to do so and cure such default within thirty (30) days after receipt of notice of the same will result in the termination of this Agreement.

4.8 Compliance Certification: IDV shall, before the required deadline of each year, annually provide written certification that it is in compliance with its obligations under the Agreement, and submit the Waller County Tax Abatement Compliance Certification Form to the WCAD, along with any additional information requested by WCAD.

4.9 Right of Access: IDV agrees that both the County and the WCAD shall have the reasonable right of access to the Premises and Building by their employees or agents after two (2) business days prior written notice to inspect the Improvements to ensure that the Improvements have been made or are being made in accordance with this Agreement. After completion of the Improvements and during the Abatement Period, the County shall have the continuing right of reasonable access to ensure that the Premises and Building are thereafter maintained and operated in accordance with this Agreement. The County agrees (i) to give IDV written notice of its intent to inspect the Premises and Building at least two (2) business days prior to such inspections, (ii) that such inspections shall be during normal business hours, and (iii) IDV shall be permitted to have a representative accompany the County's representative(s) at all times during such inspections. Inspections under this section are independent of any of County's other applicable authority to inspect for purposes of insuring compliance with applicable codes or ordinances. The County's inspections, if any, shall not constitute an acknowledgment or certification to IDV or any third party, that IDV complied with applicable federal, state, or local laws or regulations.

4.10 Relocation or Business Cessation: IDV must provide the County thirty (30) days prior written notice if it relocates or ceases business activities. In the event of relocation or business cessation, unless IDV provides credible evidence to clearly indicate the date of relocation or business cessation, the County's determinate of a date of relocation or cessation shall be final and conclusive.

4.11 No Delinquent Taxes: IDV shall not allow the ad valorem taxes due on any property it owns in Waller County, Texas, whether or not the property is subject to this Agreement, to become delinquent, provided that it is entitled to the appraisal protests provided for in Section 3.

4.12 No Decrease: IDV understands and agrees that, notwithstanding the tax abatement granted under this Agreement, the amount of taxes due for the Premises or Building for any year during the Abatement Period will not be less than what was due to the County for the property's Base Year Value.

5. TERMINATION, DEFAULT, AND RECAPTURE

5.1 Automatic Termination: This Agreement terminates upon complete performance of the terms and conditions of the Agreement by both Parties, upon the expiration of the Abatement Period, whichever occurs first, or otherwise in accordance with its terms.

5.2 Termination by Owner: This Agreement may be terminated by IDV if it elects not to proceed with the project before the Abatement Period commences.

5.3 Termination and Recapture by County: The County may terminate this Agreement for the default of the other party.

5.4 Default: Default occurs when a party fails to perform their obligations in accordance with the Agreement. It includes, but is not limited to:

a. IDV fails to make the investment specified in Section 4.1;

b. IDV fails to complete or install the Improvements substantially as identified in Exhibit B;

c. IDV fails to timely file the applicable required forms with the State Comptroller or WCAD during the Abatement Period, and for so long as the law requires;

d. IDV becomes delinquent on any taxes owed to any taxing unit located in whole or in part in the County, including the County, without timely and properly following the legal procedures for protest and/or contest of any such taxes;

e. During the Abatement Period, IDV operates the Premises or the Building in violation of public health and safety laws, or allows the Premises or the Building, or any part thereof, to become a public nuisance, as determined by the ordinances of the County or the State of Texas;

f. IDV files any petition for bankruptcy;

g. Any breach of the terms or conditions of this Agreement.

IDV will not be entitled to the tax abatement under this Agreement for any tax year during which the party is in default of this Agreement following the expiration of the applicable cure period in Section 5.6 of this Agreement.

5.5 Notice of Default: The County shall provide thirty (30) days written notice to IDV that it is in default.

5.6 Opportunity to Cure: If a default may be cured, IDV shall have the opportunity to cure the default beginning on the day of its receipt of the written notice, and continuing for thirty (30) calendar days. If the default is not cured within the time allotted, the County may terminate the Agreement in its entirety. The cure, if made, shall be to the County's satisfaction.

5.7 Termination: If IDV defaults or fails to perform in accordance with the terms of the Agreement and fails to timely cure such default, then the County, in its sole discretion, shall have the right to terminate this Agreement in its entirety.

5.8 Recapture, Interest, and Penalty: IDV shall pay to the County any and all property taxes that were abated, if any, during the years in which it was in default. The County shall provide a written demand for the recaptured taxes, and IDV shall pay the recaptured taxes within 60 days of its receipt of the written demand. In addition, the County may charge IDV interest on any recaptured taxes, and on any other taxes delinquent at the time of termination pursuant to Texas Tax Code Chapter 33. The County will not assess a penalty under Chapter 33 of the Texas Tax Code. The parties agree that interest is not a penalty.

5.9 Bankruptcy: If IDV or any permitted assignee files any petition for bankruptcy, then this Agreement shall be deemed to have automatically terminated one (1) day prior to the filing of the petition for bankruptcy, and upon such termination, all taxes previously abated under this Agreement which have not been previously recaptured by the County shall be recaptured by the County in accordance with Section 5.3.

5.10 Other Remedies: County shall have the right to seek any remedy available at law to which it may be entitled, in addition to termination and/or recapture.

6. ASSIGNMENT

6.1 Assignment: The terms and conditions of this Agreement are binding upon permitted successors and assigns.

a. This Agreement cannot be assigned to a new person or entity without the County's written consent. Any assignment must comply with the following terms:

1. An Assignment must be publicly posted by the County for 30 days prior to the regularly scheduled Commissioners Court meeting where consent to the Assignment will be considered;
2. The assignee must explicitly accept all or assignor's obligations under this Agreement,
3. The assignor retains all of its obligations under this Agreement until the Assignment becomes effective;
4. The Assignment is executed by both the assignor and the assignee.
5. The assignor provides the County a fully executed Assignment agreement not later than ten (10) business days prior to the date the Commissioners Court will consider consenting to the Assignment.

b. IDV may assign this Agreement without prior written consent from the County if such assignment is to any entity that IDV owns, whether directly or indirectly, is controlled by, or is in common control with the transferor entity provided that:

1. The assignor gives written notice of any such assignment to the County at least thirty (30) days prior to the effective date of the assignment;
2. The Assignment is made a part of the official minutes of a regularly scheduled Commissioners Court meeting, and notice of the Assignment is publicly posted for 30 days prior to the regularly scheduled Commissioners Court meeting;
3. The assignee explicitly accepts all of assignor's obligations under this Agreement;
4. The assignor retains its obligations to the County under this Agreement until the Assignment is effective;
5. The Assignment is executed by both the assignor and the assignee; and
6. The assignor provides the County a fully executed Assignment agreement not later than five (5) business days prior to the date the Assignment is included in the official minutes of the Commissioners Court meeting.

c. IDV understands and agrees that an entity must be entitled to a tax abatement on January 1 in order to claim the exemption for that tax year. If an entity is not entitled to the benefits of this Agreement on January 1 of any given tax year during the Abatement Period, then the entity may not receive the abatement for that year. The County is not responsible for ensuring that an assignment is effective prior to January 1 of any given tax year, or for ensuring that any assignee is entitled to the benefits of this Agreement. An assignee shall not be entitled to the benefits of this

Agreement unless the assignment complies with the requirements of this Section 6 prior to January 1 of the applicable tax year.

d. All future assignees shall be bound by all terms, provisions, and representations of this Agreement. The County, at its option, may require IDV to guarantee the performance and payment of the assignee under this Agreement.

7. PROPERTY CONVEYANCE

7.1 Property Conveyance: IDV shall not grant, sell, lease, or otherwise convey property subject to this Agreement, or a portion thereof, without first providing thirty (30) day written notice to the County of the intended conveyance. **If IDV fails to provide the thirty (30) day written notice, the person or entity receiving the property will not be entitled to the benefits of this Agreement, and the County, in its sole discretion, may immediately terminate this Agreement without providing IDV the Opportunity to Cure provided in Section 5.6. If the Agreement is terminated under this Section 7.1, the ad valorem property taxes on the increased taxable value of the Improvements above the Base Year Value shall not be abated for any year of the Abatement Period following the termination.**

8. MODIFICATIONS

8.1 Written Modifications: Any modifications, amendments, and/or additions to this Agreement and its Exhibits must be in a writing dated subsequent to this Agreement, and signed by all Parties. An amendment may only be approved if it is a provision that could have been included in the original Agreement, or it is to remove a provision that were not necessary to the original Agreement. The amendment must comply with the requirements of Texas Tax Code Chapter 312 to be effective, including publicly posting notice thirty (30) days prior to the Commissioners Court meeting where such modification, amendment, and/or addition will be considered. The parties acknowledge and understand that County approval must be made through official action of the Commissioners Court.

9. CONFIDENTIAL INFORMATION

9.1 Confidential Information: IDV recognizes and understands that County is a governmental entity subject to Texas Government Code Chapter 552, the Texas Public Information Act ("PIA"). IDV shall clearly mark any confidential documents or other information provided to the County as such. In the event that the County receives any open records requests regarding any such confidential document or information or directly regarding this Agreement or any documents or information related to or prepared in connection therewith, the County will make good faith efforts to promptly notify the affected entity of the request. IDV recognizes and understands that the final decision as to what information must be disclosed pursuant to the PIA lies with the Texas Attorney General. IDV further agrees that County may furnish information acquired through or pursuant to this Agreement and that is requested through the PIA to the Texas Attorney General for a determination of whether the information must be disclosed. The County, its officers, employees, and agents shall have no liability or obligation to any party for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by IDV in reliance on any

statute, court opinion, court order, or the advice, decision, or opinion of the Texas Attorney General.

10. INDEMNITY

10.1 INDEMNITY: IDV AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COUNTY, INCLUDING BUT NOT LIMITED TO THE COUNTY'S OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, AND AFFILIATES, AND THE WALLER COUNTY APPRAISAL DISTRICT, FROM ANY AND ALL THIRD-PARTY CLAIMS, LOSSES, DAMAGES, INJURIES, SUITS, JUDGMENTS, AND REASONABLE ATTORNEY'S FEES RELATING TO THE BREACH OF PERFORMANCE OF THEIR OBLIGATIONS UNDER THIS AGREEMENT, PROVIDED THAT SUCH INDEMNITY DOES NOT EXTEND TO MATTERS BEYOND THE SCOPE OF THIS AGREEMENT. IN NO EVENT SHALL IDV INDEMNIFY COUNTY FOR ACTS, OMISSIONS, DEFAULTS OF COUNTY, INCLUDING, WITHOUT LIMITATION, THE NEGLIGENCE OR WILLFUL MISCONDUCT OF COUNTY OR ANY AGENTS, CONSULTANTS, OR EMPLOYEES THEREOF.

11. MISCELLANEOUS PROVISIONS

11.1 Recitals: The above stated recitals are incorporated into this Agreement.

11.2 Conflict of Interest: The County represents and warrants that the Premises do not include any property that is owned by a member of the Waller County Commissioners Court, or owned by any party responsible for the approval of this Agreement.

11.3 Bonds: This Agreement is subject to the rights of the holders of any outstanding bonds of the County. No bonds for which the County is liable have been used to finance this project. None of the property improvements described in this Agreement are financed by tax increment bonds.

11.4 Force Majeure: "Force majeure" is any contingency or cause beyond the reasonable control of any Party, including, without limitation, an act of God, public enemy, war, riot, civil commotion, insurrection, or labor strikes. IDV shall have additional reasonable time to complete its required Improvements in the event of force majeure, provided that it is diligently and faithfully pursuing completion of the Improvements at the time additional reasonable time is requested. If requesting additional reasonable time to complete the Improvements, IDV must make a written request to the County in the manner described by Section 11.19, no later than ten (10) days following the delay caused by such force majeure event. IDV has the burden of showing it is unable to complete the Improvements because of a force majeure event.

11.5 Independent Performance: It is understood and agreed between the parties that IDV is acting independently in the performance of its obligations hereunder, and the County assumes no responsibilities or liabilities for IDV's performance of this Agreement.

11.6 Third Party Beneficiaries: This Agreement does not benefit any third party.

11.7 Governing Law and Venue: This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas, without regard to its conflict of laws provisions. This Agreement is made, and to be performed in Waller County, Texas. Venue for any disputes arising from or regarding this Agreement is exclusively in Waller County, Texas.

11.8 No Arbitration: The County does not agree to arbitration for a dispute arising under this Agreement.

11.9 Legal Compliance: This Agreement is intended to comply with the requirements of law and is authorized by the Texas Tax Code Chapter 312, Waller County Policy, and by resolution of the Commissioners Court authorizing execution of this Agreement.

11.10 County Authorization: This Agreement was authorized by resolution of the Commissioners Court approved by a majority of the Commissioners Court at this regularly scheduled meeting on October 28, 2026 in accordance with applicable provisions of the Texas Tax Code, whereupon the County Judge was authorized to execute this Agreement on behalf of the County.

11.11 Other Agreements: This Agreement does not modify, alter, or amend any other agreement or instrument between the County and any other party relating to matters other than the abatement of ad valorem taxes on the Improvements.

11.12 Signatories: Signatories to this Agreement represent and warrant that they have the authority to bind the respective Parties.

11.13 Expenses: Except as otherwise expressly set forth in this Agreement, each of the parties will bear its own expenses in connection with the transactions contemplated by this Agreement.

11.14 Severability: In the event any section, subsection, paragraph, subparagraph, or sentence herein is held invalid, illegal or unenforceable, the remainder of the Agreement shall remain valid and enforceable. In such event there shall be substituted for such deleted provision(s) a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal, and enforceable.

11.15 Foreign Investors and Organizations: IDV recognizes and affirms that Waller County will only consider tax abatements for entities in accordance with Section 4.6 of the Waller County Policy. IDV agrees that in the event it attempts to assign this Agreement, or allow any entity to occupy or possess any portion of the Building or Premises in violation of Section 4.6 of the Waller County Policy, this Agreement will immediately terminate without notice and without the benefit of the Opportunity to Cure provided in Section 5.6. In such event, the County shall be entitled to recapture any and all property taxes which have been abated as a result of this Agreement for those years in which IDV is in violation of this Section 11.15.

11.16 Entire Agreement: This Agreement and all exhibits referenced herein constitute the entire understanding and agreement among the parties with respect to the subject matter hereof, and none of the parties hereto have relied upon any fact or representation not expressly set forth herein. Any previous agreement, proposal, or understanding, whether oral or written, is hereby superseded. No obligations, agreements, representations, warranties, or certifications, expressed or implied, exist among the Parties with respect to the subject matter hereof except as expressly stated herein.

11.17 Headings: All headings and captions used herein are only for the convenience of the Parties, and are of no meaning in the interpretation or effect of this Agreement.

11.18 Necessary Parties: Each of the Parties shall be deemed a proper and necessary party in any litigation concerning this Agreement, including litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions, or County actions authorizing same. Any Party shall be entitled to intervene in said litigation.

11.19 Notices: Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons, unless a substitute representative is designated in writing:

For County:

Honorable Trey Duhon
County Judge
836 Austin Street, Suite 4300
Hempstead, Texas 77445

For IDV:

IDV QOZB 2023, LLC
10375 Richmond Ave.
Suite 1950
Houston, Texas 77042

With a copy to:

Either party may designate a different notice party or address by giving the other party at least ten (10) days prior written notice in the manner prescribed above.

[Remainder of page intentionally left blank; Signature Page follows.]

IN WITNESS WHEREOF, and in consideration of the mutual covenants and agreements contained herein, the parties hereto mutually enter into this Agreement as of the Effective Date.

WALLER COUNTY
a political subdivision of the State of Texas

_____ _____
Carbett "Trey" Duhon III Date
Waller County Judge

ATTEST:

_____ _____
Debbie Hollan Date
Waller County Clerk

IDV QOZB 2023, LLC
a Texas limited liability company

_____ _____
By: Date
Title:

EXHIBIT A

Docusign Envelope ID: 41C8FB41-7168-859C-83BC-8BC9149F4A2B

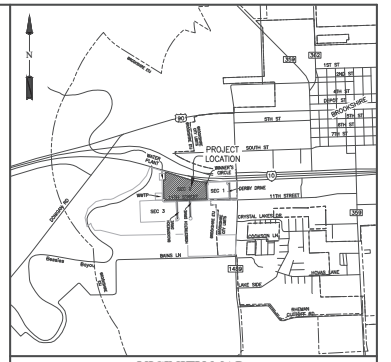
RESERVE TABLE			
RESERVE	ACREAGE	SQ.FT.	TYPE
A	22.473	978,911	RESTRICTED TO RETAIL / COMMERCIAL
B	15.486	674,569	RESTRICTED TO RETAIL / COMMERCIAL
TOTAL	37.959	1,653,480	

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 01°52'22" E	4.34'
L2	N 88°59'42" E	77.81'
L3	N 17°34'00" E	62.07'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C1	2,864.79'	16°32'41"	827.23'	S 80°42'20" E	824.36'
C2	70.00'	144°37'24"	176.69'	S 15°48'56" W	133.38'
C3	25.00'	54°37'24"	23.83'	S 29°11'04" E	22.94'
C4	25.00'	90°00'00"	39.27'	S 43°07'38" W	35.36'
C5	1,200.00'	0°33'35"	11.73'	S 88°24'26" W	11.73'
C6	25.00'	68°22'54"	29.84'	N 57°07'19" W	28.10'
C7	70.00'	77°04'53"	94.17'	N 61°28'19" W	87.23'

NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON NAD83 TEXAS SOUTH CENTRAL ZONE 4204 (U.S. SURVEY FOOT) STATE PLANE COORDINATE SYSTEM. COORDINATES ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING THE SCALE FACTOR OF 0.99989034291
2. BENCHMARK: A DISC (STAMPED: F 768 1943) IN SOUTHEAST ABUTMENT OF HWY 90 BRIDGE. FROM THE INTERSECTION OF FM 1489 (KOOMEY ROAD) AND HWY 90 TRAVEL WESTWARD 1.2' MILES ALONG HWY 90 TO THE MARK ON THE LEFT AT BRIDGE.
3. TEMPORARY BENCHMARK: CONTROL POINT #11001
   NORTHING : 13,844,273.33
   EASTING : 2,930,292.71
   ELEVATION : 160.15' (NAVD88)
   SET 5/8"Ø W/LJA CAP
4. ACCORDING TO THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48473C0350E, DATED FEBRUARY 18, 2009 THE TRACT HEREBY SURVEYED LIES WITHIN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), ZONE "AE" (AREA WITH BASE FLOOD ELEVATION DETERMINED (BFE=122') AND FLOODWAY AREAS IN ZONE "AE" (THE FLOODWAY IS THE CHANNEL OF A STREAM PLUS ANY ADJACENT FLOODPLAIN AREAS THAT MUST BE KEPT FREE OF ENCROACHMENT SO THAT THE 1% ANNUAL CHANCE FLOOD CAN BE CARRIED WITHOUT SUBSTANTIAL INCREASES IN FLOOD HEIGHTS. LJA DOES NOT WARRANT OR SUBSCRIBE TO THE ACCURACY OR SCALE OF SAID MAPS.
5. FIVE EIGHTHS INCH (5/8") IRON RODS THREE FEET (3') IN LENGTH WITH A PLASTIC CAP MARKED "LJA ENG" WILL BE SET ON ALL PERIMETER BOUNDARY CORNERS. LOT, BLOCK, AND RESERVE CORNERS WILL BE SET UPON COMPLETION OF ROAD CONSTRUCTION.
6. ACCEPTANCE OF THE ABOVE PLAT BY THE COMMISSIONERS COURT DOES NOT SIGNIFY WALLER COUNTY ACCEPTANCE OF THE DEDICATED ROADS FOR INTEGRATION INTO THE COUNTY ROAD SYSTEM. THE DEVELOPER IS REQUIRED TO COMPLY WITH SECTIONS 5 AND 6 OF THE THEN CURRENT WALLER COUNTY SUBDIVISION AND DEVELOPMENT REGULATIONS, IN THIS REGARD.
7. THE PIPELINE EASEMENTS [OR] NO PIPELINE EASEMENTS ARE WITHIN THE LIMITS OF THE SUBDIVISION ARE AS SHOWN.
8. ANY PLAT OR MASTER PLAN MAY MAKE REASONABLE ACCOMMODATION FOR A SPECIFIC SURFACE SITE(S) FOR EXTRACTION OF OIL AND GAS. IF A SURFACE SITE IS DESIGNATED, THE DEVELOPER SHALL PROVIDE PROOF FROM THE MINERAL OWNER, GEOLOGIST OR OTHER PROFESSIONAL THAT THE SITE DESIGNATED FOR SUCH EXTRACTION IS A REASONABLE SOLUTION FOR THE MINERAL OWNER, IN ACCORDANCE WITH THE USUAL AND CUSTOMARY PRACTICE OF THE OIL AND GAS INDUSTRY. AFTER SUCH A SITE IS DESIGNATED, AND THE PLAT IS APPROVED, NO OIL OR GAS EXTRACTION ACTIVITY MAY TAKE PLACE EXCEPT UTILIZING THE DESIGNATED SURFACE SITE.
9. ABSENT WRITTEN AUTHORIZATION BY THE AFFECTED UTILITIES, ALL UTILITY AND AERIAL EASEMENTS MUST BE KEPT UNOBSTRUCTED FROM ANY NON-UTILITY IMPROVEMENTS OR OBSTRUCTIONS BY THE PROPERTY OWNER. ANY UNAUTHORIZED IMPROVEMENTS OR OBSTRUCTIONS MAY BE REMOVED BY ANY PUBLIC UTILITY AT THE PROPERTY OWNER'S EXPENSE. WHILE WOODEN POSTS AND PANELED WOODEN FENCES ALONG THE PERIMETER AND BACK TO BACK EASEMENTS AND ALONGSIDE REAR LOTS LINES ARE PERMITTED, THEY TOO MAY BE REMOVED BY PUBLIC UTILITIES AT THE PROPERTY OWNER'S EXPENSE. PUBLIC UTILITIES MAY PUT SAID WOODEN POSTS AND PANELED WOODEN FENCES BACK UP, BUT GENERALLY WILL NOT REPLACE WITH NEW FENCING.
10. WALLER COUNTY IS NOT RESPONSIBLE FOR FUTURE EXPANSION. A LARGER CROSS SECTION, CONCRETE CURB & GUTTER SECTION AND ADDITIONAL ROW OR SHIFTING OF LANES ON DISCOVERY HILLS PARKWAY.
11. PROPERTY LIES WITHIN CITY OF BROOKSHIRE ETJ, WALLER COUNTY, BOOKSHIRE-KATY DRAINAGE DISTRICT, ROYAL INDEPENDENT SCHOOL DISTRICT, AND WALLER COUNTY MUNICIPAL UTILITY DISTRICT NUMBER 69.
12. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ONSITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY WALLER COUNTY ENVIRONMENTAL DEPARTMENT.
13. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE-APPROVED COMMUNITY WATER SYSTEM. ABSENT WRITTEN AUTHORIZATION BY THE AFFECTED UTILITIES, ALL UTILITY AND AERIAL EASEMENTS MUST BE KEPT UNOBSTRUCTED FROM ANY NON-UTILITY IMPROVEMENTS OR OBSTRUCTIONS BY THE PROPERTY OWNER. ANY UNAUTHORIZED IMPROVEMENTS OR OBSTRUCTIONS MAY BE REMOVED BY ANY PUBLIC UTILITY AT THE PROPERTY OWNER'S EXPENSE. WHILE WOODEN POSTS AND PANELED WOODEN FENCES ALONG THE PERIMETER AND BACK TO BACK EASEMENTS AND ALONGSIDE REAR LOTS LINES ARE PERMITTED, THEY TOO MAY BE REMOVED BY PUBLIC UTILITIES AT THE PROPERTY OWNER'S EXPENSE SHOULD THEY BE AN OBSTRUCTION. PUBLIC UTILITIES MAY PUT SAID WOODEN POSTS AND PANELED WOODEN FENCES BACK UP, BUT GENERALLY WILL NOT REPLACE WITH NEW FENCING.
14. ALL FENCING INCLUDES SIX-FOOT (6) WIDE GATES IN THE SIDE FENCES OF A REAR PROPERTY OF EACH PROPERTY. SUCH GATES MUST BE LOCKABLE WITH PAD LOCKS TO WHICH THE DISTRICT HAS A MASTER KEY.
15. NO TREES OR SHRUBBERY WITH A MATURE HEIGHT GREATER THAN THREE FEET (3') MAY BE PLANTED OR GROWN IN SUCH EASEMENTS.
16. ALL DRAINAGE EASEMENTS ARE TO BE KEPT CLEAR OF FENCES, BUILDINGS, VEGETATION, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY.



VICINITY MAP
SCALE: 1" = 2500'

KEY MAP NO. 481B&C

METES AND BOUNDS:

BEING 37.959 ACRES (1,653,478 SQUARE FEET) OF LAND LOCATED IN THE WILLIAM COOPER SURVEY, ABSTRACT NO. 20, WALLER COUNTY, TEXAS, MORE PARTICULARLY BEING A PORTION OF THE REMAINDER OF THAT CERTAIN CALLED 321.875 ACRE TRACT DESCRIBED IN THE DEED TO IDV QOZB 2023, LLC BY AN INSTRUMENT OF RECORD UNDER INSTRUMENT NUMBER 2512315, OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS (O.P.R.W.C.T.), SAID 37.959 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83):

COMMENCING FOR REFERENCE AT A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" FOUND FOR THE NORTHWEST CORNER OF SAID 321.875 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF THAT CERTAIN CALLED 146.401 ACRE TRACT DESCRIBED IN THE DEED TO IDV QOZB 2021, LLC BY AN INSTRUMENT OF RECORD UNDER INSTRUMENT NUMBER 2512311, O.P.R.W.C.T., SAID POINT LYING ON THE SOUTH RIGHT-OF-WAY OF INTERSTATE 10 (WIDTH VARIES) AS DESCRIBED IN VOLUME 178, PAGE 430, VOLUME 178, PAGE 502, AND VOLUME 182, PAGE 183 OF THE WALLER COUNTY DEED RECORDS (W.C.D.R.), FROM WHICH A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" FOUND FOR A COMMON ANGLE POINT ON THE WEST LINE OF SAID 321.875 ACRE TRACT, COMMON TO THE EAST LINE OF SAID 146.401 ACRE TRACT BEARS, SOUTH 21° 24' 14" WEST, 398.00 FEET;

THENCE, SOUTH 73° 26' 00" EAST, 706.51 FEET ALONG THE NORTH LINE OF SAID 321.875 ACRE TRACT COMMON TO THE SOUTH LINE OF SAID INTERSTATE TO TO THE POINT OF BEGINNING;

THENCE, SOUTH 73° 26' 00" EAST, 983.66 FEET ALONG SAID COMMON LINE TO A POINT FOR THE BEGINNING OF A CURVE;

THENCE, CONTINUING ALONG SAID COMMON LINE 827.23 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2,864.79 FEET, A CENTRAL ANGLE OF 16° 32' 41", AND A CHORD WHICH BEARS SOUTH 80° 42' 20" EAST, 824.36 FEET TO A POINT FOR CORNER;

METES AND BOUNDS CONTINUED:

THENCE, SOUTH 01° 52' 22" EAST, 4.34 FEET DEPARTING SAID COMMON LINE AND ACROSS SAID 321.875 ACRE TRACT, TO A POINT FOR THE BEGINNING OF A CURVE;

THENCE, 176.69 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 70.00 FEET, A CENTRAL ANGLE OF 144° 37' 24", AND A CHORD WHICH BEARS SOUTH 15° 48' 56" WEST, 133.38 FEET TO A POINT FOR THE BEGINNING OF A REVERSE CURVE;

THENCE, 23.83 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 54° 37' 24", AND A CHORD WHICH BEARS SOUTH 29° 11' 04" EAST, 22.94 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 01° 52' 22" EAST, 536.01 FEET TO A POINT FOR THE BEGINNING OF A CURVE;

THENCE, 39.27 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90° 00' 00", AND A CHORD WHICH BEARS SOUTH 43° 07' 38" WEST, 35.36 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 88° 07' 38" WEST, 824.64 FEET TO A POINT FOR THE BEGINNING OF A CURVE;

THENCE, 11.73 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1,200.00 FEET, A CENTRAL ANGLE OF 00° 33' 35", AND A CHORD WHICH BEARS SOUTH 88° 24' 26" WEST, 11.73 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 88° 41' 13" WEST, 861.41 FEET TO A POINT FOR THE BEGINNING OF A CURVE;

METES AND BOUNDS CONTINUED:

THENCE, 29.84 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 68° 22' 54", AND A CHORD WHICH BEARS NORTH 57° 07' 19" WEST, 28.10 FEET TO A POINT FOR THE BEGINNING OF A REVERSE CURVE;

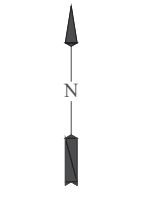
THENCE, 94.17 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 70.00 FEET, A CENTRAL ANGLE OF 77° 04' 53", AND A CHORD WHICH BEARS NORTH 61° 28' 19" WEST, 87.23 FEET TO A POINT FOR CORNER;

THENCE, NORTH 01° 00' 18" WEST, 793.98 FEET TO A POINT FOR CORNER;

THENCE, NORTH 88° 59' 42" EAST, 77.81 FEET TO A POINT FOR CORNER;

THENCE, NORTH 01° 00' 18" WEST, 280.00 FEET TO A POINT FOR CORNER;

THENCE, NORTH 17° 34' 00" EAST, 62.07 FEET TO THE POINT OF BEGINNING AND CONTAINING 37.959 ACRES OR 1,653,478 SQUARE FEET OF LAND.



LEGEND

B.L.	INDICATES BUILDING LINE
U.E.	INDICATES UTILITY EASEMENT
O.P.R.W.C.T.	INDICATES OFFICIAL PUBLIC RECORDS WALLER COUNTY TEXAS
W.C.D.R.	INDICATES WALLER COUNTY DEED RECORDS
R.O.W.	INDICATES RIGHT-OF-WAY
P.O.B.	INDICATES POINT OF BEGINNING
VOL.	INDICATES VOLUME
PG.	INDICATES PAGE
T.B.M.	INDICATES TEMPORARY BENCHMARK
SQ.FT.	INDICATES SQUARE FEET
NO.	INDICATES NUMBER
H.L.&P.	INDICATES HOUSTON LIGHTING & POWER

PRELIMINARY PLAT
PARK 1489 SEC 2

A SUBDIVISION OF 37.959 ACRES OF LAND SITUATED IN THE WILLIAM COOPER SURVEY, ABSTRACT NUMBER 20, WALLER COUNTY, TEXAS.

2 RESERVES (37.959 ACRES) 1 BLOCK

JULY 27, 2026 JOB NO. 5454-2600-2.310

OWNER/DEVELOPER:

IDV QOZB 2023, LLC,
A TEXAS LIMITED LIABILITY COMPANY
JARRAD COULTER, MANAGER
10375 RICHMOND AVENUE, SUITE 1950, HOUSTON, TEXAS 77042
PHONE: (832) 500-5202

SURVEYOR:
LJA Surveying, Inc.
3600 W Sam Houston Parkway S Suite 175 Houston, Texas 77042
Phone 713.953.5200 Fax 713.953.5026
T.B.P.E.L.S. Firm No. 10194382

ENGINEER:
LJA Engineering, Inc.
1904 W. Grand Parkway North Suite 100 Katy, Texas 77449
Phone 713.953.5200 Fax 713.953.5026
FRN-F-1386

SHEET 2 OF 2

MYLAR CHECK: SUR. _____ PLATTING MGR. _____

Date\Time : Mon, 27 Jul 2026 - 2:11pm BY: ADRIYA GUMAROV
Path\Name : K:\Projects\PLATTING\5454\PLATS\Park 1489 Sec 2.dwg

Docusign Envelope ID: 41C8FB41-7168-859C-83BC-8BC9149F4A2B

August 4, 2026
Job No. S001-5454-260003

DESCRIPTION OF
15.486 ACRES
PARK 1489 TRACT 3

Being 15.486 acres (674,569 square feet) of land located in the William Cooper Survey, Abstract No. 20, Waller County, Texas, more particularly being a portion of the remainder of that certain called 321.875 acre tract described in the deed to IDV QOZB 2023, LLC by an instrument of record under Instrument Number 2512315, of the Official Public Records of Waller County, Texas (O.P.R.W.C.T.), said 15.486 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83):

COMMENCING for reference at a 5/8-inch iron rod with cap stamped “LJA Survey” previously set for the northwest corner of said 321.875 acre tract, same being the northeast corner of that certain called 146.401 acre tract described in the deed to IDV QOZB 2021, LLC by an instrument of record under Instrument Number 2512311, O.P.R.W.C.T., said point lying on the south right-of-way of Interstate Highway 10 (width varies) as described in Volume 178, Page 430, Volume 178, Page 502, and Volume 182, Page 183 of the Waller County Deed Records (W.C.D.R.), from which a 5/8-inch iron rod with cap stamped “LJA SURVEY” previously set for a common angle point on the west line of said 321.875 acre tract, common to the east line of said 146.401 acre tract bears, South 21° 24 14" West, 398.00 feet;

Thence, South 72° 26’ 00” East, 1,600.65 feet along the north line of said 321.875 acre tract common to the south line of said Interstate 10 to a 5/8-inch iron rod with cap stamped “LJA Survey” set for the northwest corner of the herein described tract, and being the POINT OF BEGINNING;

Thence, South 72° 26' 00" East, 89.52 feet along said common line to a 5/8-inch iron rod with cap stamped “LJA Survey” set for the beginning of a curve;

Thence, continuing along said common line 827.23 feet along the arc of a tangent curve to the left, having a radius of 2,864.79 feet, a central angle of 16° 32' 41", and a chord which bears South 80° 42' 20" East, 824.36 feet to a 5/8-inch iron rod with cap stamped “LJA Survey” set for the northeast corner of the herein described tract, for corner;

Docusign Envelope ID: 41C8FB41-7168-859C-83BC-8BC9149F4A2B

Thence, South 01° 52' 22" East, 4.34 feet departing said common line and across said 321.875 acre tract, to a 5/8-inch iron rod with cap stamped “LJA Survey” set for the beginning of a curve;

Thence, 176.69 feet along the arc of a non-tangent curve to the left, having a radius of 70.00 feet, a central angle of 144° 37' 24", and a chord which bears South 15° 48' 56" West, 133.38 feet to a 5/8-inch iron rod with cap stamped “LJA Survey” set for the beginning of a reverse curve;

Thence, 23.83 feet along the arc of a tangent curve to the right, having a radius of 25.00 feet, a central angle of 54° 37' 24", and a chord which bears South 29° 11' 04" East, 22.94 feet to a 5/8-inch iron rod with cap stamped “LJA Survey” set for corner;

Thence, South 01° 52' 22" East, 536.01 feet to a 5/8-inch iron rod with cap stamped “LJA Survey” set for the beginning of a curve;

Thence, 39.27 feet along the arc of a tangent curve to the right, having a radius of 25.00 feet, a central angle of 90° 00' 00", and a chord which bears South 43° 07' 38" West, 35.36 feet to a 5/8-inch iron rod with cap stamped “LJA Survey” set for corner;

Thence, South 88° 07' 38" West, 824.64 feet to a 5/8-inch iron rod with cap stamped “LJA Survey” set for the beginning of a curve;

Thence, 11.73 feet along the arc of a tangent curve to the right, having a radius of 1,200.00 feet, a central angle of 00° 33' 35", and a chord which bears South 88° 24' 26" West, 11.73 feet to a 5/8-inch iron rod with cap stamped “LJA Survey” set for corner;

Thence, South 88° 41' 13" West, 1.80 feet to a 5/8-inch iron rod with cap stamped “LJA Survey” set for corner;

Thence, North 01° 52' 22" West, 902.18 feet to the POINT OF BEGINNING and containing 15.486 acres or 674,569 square feet of land.

EXHIBIT B - SUPPORT DOCUMENTATION FOR REAL AND PERSONAL PROPERTY COVERED BY THE AGREEMENT

Personal property and fixed equipment. Total values for both should match those totals provided in the economic impact data sheet.

"**Personal Property"** as designated by the Waller County Appraisal District is anything that can be removed from the building without destroying or changing the building. This category would include any machinery or equipment that may be bolted to the floor but has a shorter life than the building and is used in the primary line of business as designated by the qualifying business type set here in the Waller County Abatement Policies.

Real Property Improvements:

"**Real Property"** real property improvements as designated by the Waller County Appraisal District are any buildings, including any buildings that are built on skids or portable buildings, parking areas and any fences attached to the land.

NOTE: Do not include the land values as land is not eligible for tax abatement.

Real Property Improvements to be completed on the Premises by IDV QOZB 2023, LLC as Building 3 at 5276 11th Street, Brookshire, TX 77423:

Description	**Investment**
Building – one (1) 283,153 square foot class A tilt wall industrial building to be used as an industrial warehouse or manufacturing facility	$14,758,413
Driveways & Parking	$1,441,587
Fencing	
Other Improvements	
Total	$16,200,000

EXHIBIT C

STATE OF TEXAS IN THE COMMISSIONERS COURT

COUNTY OF WALLER OF WALLER COUNTY, TEXAS

ORDER DESIGNATING WALLER COUNTY IDV REINVESTMENT ZONE 17 PURSUANT TO TEXAS TAX CODE SECTIONS 312.401 AND 312.201

AN ORDER DESIGNATING A CERTAIN AREA WITHIN WALLER COUNTY, TEXAS AS A REINVESTMENT ZONE PURSUANT TO CHAPTER 312 OF THE TEXAS TAX CODE, ESTABLISHING THE BOUNDARIES THEREOF, AND PROVIDING FOR AN EFFECTIVE DATE.

RECITALS

WHEREAS, Waller County, Texas ("County") is a county of the State of Texas, having been duly created and organized under the constitution and laws of Texas, and further, the Waller County Commissioners Court ("Commissioners Court") is the governing body of the County;

WHEREAS, Texas Tax Code Chapter 312 authorizes the County to designate reinvestment zones and enter into tax abatement agreements;

WHEREAS, the County adopted the Waller County Tax Abatement and Incentive Policy Guidelines and Criteria on November 19, 2025 governing reinvestment zones and tax abatement agreements;

WHEREAS, the Commissioners Court desires to create the proper economic and social environment to induce the investment in the county of private resources in productive business enterprises and to encourage the employment of residents of the County;

WHEREAS, the Commissioners Court desires to promote the development or redevelopment of a certain tract of land (the "Area") within its jurisdiction by the creation of a reinvestment zone as authorized by Texas Tax Code Chapter 312 and the Waller County Tax Abatement Guidelines and Criteria;

WHEREAS, the Area does not include land within the taxing jurisdiction of a municipality;

WHEREAS, the Commissioners Court both published notice of the public hearing on the designation of the Area as Waller County IDV Reinvestment Zone 17 in The Waller County Express and The Katy Times, both newspapers having general circulation in the County, and delivered in writing to the presiding officer of the governing body of each taxing unit that includes in its boundaries real property that is to be included in the proposed reinvestment zone, and such notices were published and delivered, as applicable, not later than the seventh day before the public hearing;

WHEREAS, the Commissioners Court held a public hearing on the designation of the Area as Waller County IDV Reinvestment Zone 17, during which any interested person was able to appear and speak for or against the creation of the reinvestment zone and whether all or part of the territory described should be included in the proposed reinvestment zone;

WHEREAS, the Commissioners Court finds that designating the Area as a reinvestment zone will contribute to the retention or expansion of primary employment and/or will attract major investment in the zone that will be a benefit to the property to be included in the zone, and will contribute to the economic development of the county;

WHEREAS, the Commissioners Court finds that it is in the best interest of the county to designate the property described as being a tract or parcel of land containing 453.102 acres of land

in the William Cooper Survey, Abstract 20, in Waller County, Texas generally located west of FM 1489, east of Donigan Road, south of U.S. Interstate 10, and north of Bains Lane in Brookshire, Texas 77423, and consists of all or portions of the following tracts: 1.223 acres tract conveyed by deed dated July 30, 1998 to L. Cletus Brown as recorded in Volume 593, Page 767 of the Deed Records of Waller County, Texas; 277.97 acres tract conveyed by deed dated April 14, 1965 to L. Cletus Brown, Jr., and wife Betty Showers Brown as recorded in Volume 187, Page 478 of the Deed Records of Waller County, Texas; 133.44 acres tract conveyed by deed dated July 30, 1966 to L. Cletus Brown, Jr., as recorded in Volume 195, Page 374 of the Deed Records of Waller County, Texas; the residue of a called 11 acres tract conveyed by deed dated February 07, 1966 to L. Cletus Brown, Jr., as recorded in Volume 193, Page 308 of the Deed Records of Waller County, Texas; 11 acres tract conveyed by deed dated April 20, 1964 to Cletus Brown, Jr., as recorded in Volume 182, Page 289 of the Deed Records of Waller County, Texas; and the residue of a called 24 acres tract conveyed by deed dated February 07, 1966 to L. Cletus Brown, Jr., as recorded in Volume 197, Page 297 of the Deed Records of Waller County, Texas, as a reinvestment zone, pursuant to Sections 312.401 and 312.201 of the Tax Code (The Property Redevelopment and Tax Abatement Act);

IT IS THEREFORE ORDERED BY THE COMMISSIONERS COURT OF WALLER COUNTY, TEXAS THAT:

Section 1. **Findings**:

a. The facts and recitations contained in the Recitals of this Order are hereby found and declared to be true and correct, and are adopted as part of this Order for all purposes.

b. The Commissioners Court conducted the public hearing on June 10, 2026, heard evidence and testimony, and makes the following findings and determinations based on the evidence and testimony presented to it:

1. The public hearing on the designation of the reinvestment zone was properly called, held, and conducted; and that notice of such hearing was published as required by law and provided to the respective presiding officers of the governing bodies and all taxing units overlapping the territory inside the proposed reinvestment zone;

2. The designation of the reinvestment zone will result in benefits to Waller County, Texas; and will contribute to the retention or expansion of primary employment, and/or will attract major investment in the zone that will be a benefit to the property included in the zone, and will contribute to the economic development of the County.

3. The Area meets the criteria set forth in the Texas Tax Code Chapter 312 and the Waller County Tax Abatement Guidelines and Criteria.

4. No portion of the Area includes land within the taxing jurisdiction of a municipality.

Section 3. **Zone Designation**: The Commissioners Court hereby designates the area described by Exhibit A attached hereto, which is incorporated herein by reference for all purposes, as a reinvestment zone under Texas Tax Code § 312.401. The reinvestment zone shall hereafter be named Waller County IDV Reinvestment Zone Number 17.

Section 4. **Effective Date**: The reinvestment zone shall take effect upon the passage of this

Order, and shall remain in effect for a period of five years from the date of designation.

Section 5. **Severability**: If any section, paragraph, clause, or provision of this Order shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Order.

Section 6. **Notice**: It is hereby found, determined, and declared that sufficient written notice of the date, hour, place, and subject of the meeting of the Commissioners Court at which this Order was adopted was posted at a place convenient and readily accessible at all times as required by Texas Government Code, Chapter 551, and that a public hearing was held prior to the designation of such reinvestment zone, and that proper notice of the hearing was published in a newspaper of general circulation within the County, and such notice was delivered to the presiding officers of any affected taxing entity as required by Texas Tax Code, Chapter 312.

ORDERED, APPROVED, AND ADOPTED on this the 10th day of June, 2026.

Carbett "Trey" J. Duhon III
County Judge

John A Amsler
Commissioner, Precinct No. 1

Kendrick Jones
Commissioner, Precinct No. 3

Walter Smith
Commissioner, Precinct No. 2

Justin Beckendorff
Commissioner, Precinct No. 4

ATTEST

Debbie Hollan
County Clerk

COMMISSIONERS COURT · WALLER COUNTY, TEXAS

EXHIBIT A

03/27/2025
453.102 ACRES
William Cooper Survey, Abstract No. 20
Brookshire, Waller County, Texas

Brown Municipal Utility District
453.102 Acres

DESCRIPTION

Of 453.102 acres of land situated in the William Cooper Survey, Abstract No. 20, Waller County, Texas. Said 453.102 acres being comprised of all or portions of the tracts listed below; (Bearings based on NAD 83 Texas South Central Zone 4204 (U.S. Survey Foot) State Plane Coordinate System. Coordinates shown hereon are Surface and can be converted to Grid by multiplying the scale factor of 0.99989034291)

1.223 acres tract conveyed by deed dated July 30, 1998 to L. Cletus Brown as recorded in Volume (Vol.) 593, Page (Pg.) 767 of the Official Public Records of Waller County, Texas (O.P.R.W.C.T.);

277.97 acres tract conveyed by deed dated April 14, 1965 to L. Cletus Brown, Jr., and wife Betty Showers Brown as recorded in Vol. 187, Pg. 478 of the O.P.R.W.C.T.;

133.44 acres tract conveyed by deed dated July 30, 1966 to L. Cletus Brown, Jr., as recorded in Vol. 195, Pg. 374 of the O.P.R.W.C.T.;

Residue of a called 11 acres tract conveyed by deed dated February 07, 1966 to L. Cletus Brown, Jr., as recorded in Vol. 193, Pg. 308 of the O.P.R.W.C.T.;

11 acres tract conveyed by deed dated April 20, 1964 to Cletus Brown, Jr., as recorded in Vol. 182, Pg. 289 of the O.P.R.W.C.T.;

Residue of a called 24 acres tract conveyed by deed dated February 07, 1966 to L. Cletus Brown, Jr., as recorded in Vol. 197, Pg. 297 of the O.P.R.W.C.T.;

BEGINNING at a 5/8 inch iron rod with LJA cap set for the northeast corner of the herein described tract and the northeast corner of said 277.97 acres at the intersection of the south right-of-way (R.O.W.) line of Interstate Highway 10 (Width Varies – Vol. 178, Pg. 502 W.C.D.R.) with the west line of FM 1489 (80’ R.O.W. - record information not found), said beginning point having State Plane Coordinate values of N: 13,844,466.789 and E: 2,930,649.956;

THENCE South 02° 27' 04" East a distance of 772.76 feet along the east line of said 277.97 acres and the west R.O.W. line of said FM 1489 to a 5/8 inch iron rod with LJA cap set for the beginning of a curve to the right;

THENCE continuing along the east line of said 468.276 acres and the west R.O.W. line of said FM 1489 with said curve having a radius of 5625.68, a central angle of 0° 11’ 22”, a chord bearing and distance of South 02°21’23” East – 18.59 feet, and an arc length of 18.59 feet to a 3/4 inch iron rod found for the northeast corner of a called 9.751 acres tract conveyed by deed dated December 06, 2021 to P9/GCP HOUSTON I-10, LP, as recorded under Instrument No. 2114551 O.P.R.W.C.T.;

THENCE South 88° 07' 38" West a distance of 1,144.46 feet along the common line of said 277.97 acres and said 9.751 acres to a 5/8 inch iron rod with Windrose cap found for corner;

THENCE South 01° 49' 58" East a distance of 183.05 feet along the common line of said 277.97 acres and said 9.751 acres to a 2 inch iron pipe found for the northwest corner of said 1.223 acres;

THENCE North 88° 22' 36" East a distance of 227.66 feet along the common line of said 9.751 acres and said 1.223 acres to a 2 inch iron pipe (disturbed) found for the northeast corner of said 1.223 acres;

THENCE South 01° 37' 36" East a distance of 233.45 feet along the common line of said 9.751 acres and said 1.223 acres to a 1 inch iron pipe found for the southeast corner of said 1.223 acres, same being in the north line of said 133.44 acres;

THENCE North 87° 39' 51" East a distance of 17.96 feet along the common line of said 9.751 acres and said 133.44 acres to a 1/2 inch iron rod with Precision cap found for the northeast corner of said 133.44 acres;

THENCE South 02° 13' 19" East along the east line of said 133.44 acres and the west line of a called 3.75 acres tract as recorded in Vol 854, Pg. 441, O.P.R.W.C.T., and a called 4.5608 acres tract as recorded in Vol 888, Pg. 826, O.P.R.W.C.T., and Meadow Wood Subdivision as recorded in Vol 360, Pg. 956 of the Map Records of Waller County, Texas, pass a distance of 665.22 feet a 1/2 iron rod with 2732 cap found for the southwest corner of said Meadow Wood Subdivision, same being the northwest corner of a called 4.3123 acres tract as recorded in Vol 888, Pg. 819, O.P.R.W.C.T., and pass a distance of 895.52 feet a 3/4 inch iron rod found for the southwest corner of said 4.3123 acres, same being the northwest corner of a called 0.5436 and 2.60 acres tract as recorded in Vol. 474, Pg. 193 , O.P.R.W.C.T., and continuing along the west line of a called 4.184 acres tract Waller County Appraisal District Property ID No. 253726 (BS & LC Brown LLC, no recording information provided at time of survey, a called 7½ acres tract conveyed by deed dated December 06, 1965 to L. Cletus Brown, Jr., as recorded in Vol. 191, Pg. 618 of the O.P.R.W.C.T., and a called 2½ acres tract conveyed by deed dated July 16, 1997 to L. Cletus Brown, Jr., as recorded in Vol. 565, Pg. 913 of the O.P.R.W.C.T., in all for a total distance of 1941.67 feet to a 5/8 inch iron rod with LJA cap set for corner;

THENCE South 88° 47' 23" West a distance of 1298.28 feet along the south line of said 133.44 acres and the centerline of said Bains Lane to a 1/2 inch iron rod found for the most southerly southwest corner of said 133.44 acres, same being the southeast corner of a called 74.08 acres tract conveyed by deed dated August 9, 2018 to Taylor-Courtney Properties, LLC as recorded in Instrument No. 1806459 O.P.R.W.C.T.;

THENCE North 01° 05' 13" West a distance of 948.37 feet along the common line of said 133.44 acres and said 74.08 acres to a 2” iron pipe found for corner;

THENCE South 88° 58' 46" West a distance of 1560.03 feet along the south line of said 133.44 acres and the north line of 74.08 acres as occupied to a 2” iron pipe for angle point;

THENCE South 88° 48' 50" West a distance of 502.00 feet along said occupied line to a 2” iron pipe for angle point;

THENCE South 88° 55' 31" West a distance of 631.97 feet along said occupied line to a 2” iron pipe for angle point;

THENCE South 88° 46' 13" West a distance of 151.58 feet along said occupied line to a 2” iron pipe for corner;

THENCE North 75° 55' 06" West a distance of 887.71 feet along said occupied line to a 1/2 iron rod with RPLS 2732 cap found for corner;

THENCE South 89° 26' 06" West a distance of 244.90 feet along said occupied line to a point for corner in the east bank of Bessie’s Bayou (a.k.a. Hady Creek);

THENCE North 44° 36' 55" West a distance of 44.14 feet continuing along said east bank of Bessie's Bayou to a point for corner;

THENCE North 33° 14' 00" West a distance of 161.21 feet continuing along said east bank of Bessie's Bayou to a point for corner;

THENCE North 19° 52' 10" West a distance of 147.10 feet continuing along said east bank of Bessie's Bayou to a point for corner in the most southerly southeast line of said 277.97 acres;

THENCE South 46° 59' 00" West a distance of 244.04 feet along said southeast line of the 277.97 acres and across Bessie's Bayou to a set 5/8 inch iron rod with LJA cap;

THENCE South 47° 27' 36" West a distance of 374.75 feet continuing along the southeast line of said 277.97 acres to a 1/2 iron rod with illegible cap found for the south corner of said 277.97 acres and being in the southeast line of said residue of 11 acres tract;

THENCE South 42° 28' 24" West a distance of 933.48 feet along the southeast line of said 11 acres tract and the residue of said 24 acres to a 1/2 iron rod with illegible cap found for corner;

THENCE South 32° 21' 50" West a distance of 348.19 feet along the southeast line of said 24 acres to a point for corner in the centerline of Bessie's Bayou and being in the north line of a called 63.210 acres tract conveyed by deed to Ninety Five Land, Limited as recorded in Vol. 529, Pg. 631 O.P.R.W.C.T.

THENCE North 81° 05' 12" West a distance of 918.76 feet along the centerline of Bessie's Bayou and the north line of said 63.210 acres to a point for an interior corner of a called 5.549 acres tract conveyed by deed to Ninety Five Land, Limited as recorded in Vol. 577, Pg. 137 O.P.R.W.C.T.;

THENCE North 15° 06' 32" West a distance of 126.53 feet along the northeast line of said 5.549 acres to an iron pipe with 1/2 inch iron rod inside for corner;

THENCE South 87° 23' 37" West a distance of 269.43 feet continuing along the common line of said 5.549 acres and said residue of 24 acres tract to a 2 inch iron pipe found for the southwest corner of the herein described tract being in the southeast R.O.W. line of Donigan Road (R.O.W. Varies - record information not found) and having State Plane Coordinate values of N: 13,841,524.913 and E: 2,921,955.806;

THENCE North 38° 11' 17" East a distance of 2540.79 feet along the southeast line of said Donigan Road and the west line of the herein described tract to a 1/2 inch iron rod with Precision cap found for corner in the northwest line of said 277.97 acres;

THENCE North 38° 36' 17" East a continuing along the southeast line of said Donigan Road and the west line of said 277.97 acres pass a distance of 1128.45 and 0.38 feet left a found 1/2 inch iron rod with Precision cap and pass a distance of 105.05 feet and 0.18 feet right a found 1/2 inch iron rod with Precision cap and continuing in all a total distance of 1351.36 feet to a 1/2 inch iron rod with Precision cap found for corner in the Donigan Road R.O.W.;

THENCE South 46° 01' 50" East a distance of 15.04 feet to a point for corner from which a concrete TxDOT monument was found bearing South 85°West – 0.47 feet;

THENCE North 42° 55' 49" East a distance of 1123.50 feet along the common line of said Interstate Highway 10 right-of-way and said 277.97 acres to a 5/8 inch iron rod with LJA cap set for the northwest corner of the herein described tract;

THENCE in an easterly direction with the south right-of-way of said Interstate Highway 10 right-of-way and north line of the herein described tract the following calls;

North 89° 57' 07" East a distance of 215.05 feet to a 5/8 inch iron rod with LJA cap set for the beginning of a curve to the right;

Along said curve having a radius of 3719.72 feet, a central angle of 17° 33' 45", a chord bearing and distance of South 81°15'52" East – 1135.72 feet, and an arc length of 1140.18 feet to a point for corner from which a concrete TxDOT monument was found bearing South 53°East – 1.86 feet;

South 72° 26' 00" East, pass a distance of 777.21 feet, a concrete TxDOT monument found and pass a distance of 274.30 feet, a concrete TxDOT monument found, and continuing in all for a total distance of 2180.21 feet to a concrete TxDOT monument found for the beginning of a curve to the left;

Along said curve having a radius of 2864.79 feet, a central angle of 19° 32' 57", a chord bearing and distance of South 82°12'29" East – 972.73 feet, and an arc length of 977.46 feet to a point for corner from which a concrete TxDOT monument was found bearing South 21°East – 0.49 feet;

THENCE North 88° 01' 02" East pass a distance of 969.85 feet a concrete TxDOT monument found and continuing in all a total distance of 1124.89 feet along the south R.O.W. line of said Interstate Highway 10 to the **PLACE OF BEGINNING** of the herein described tract of land and containing within these calls 453.102 acres or 19,737,102 square feet or of land.

Note: This document was prepared under 22 TAC § 138.95, partially reflects the results of an on-the-ground survey and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

METES & BOUNDS DESCRIPTION

Of 453.102 acres of land situated in the William Cooper Survey, Abstract No. 20, Waller County, Texas, said 453.102 acres being comprised of all or portions of the following tracts: (Bearings based on NAD 83 Texas South Central Zone 4204 (U.S. survey foot) State Plane Coordinate System. Coordinates shown hereon are Surface and can be converted to Grid by multiplying the scale factor of 0.99988034291)

1.223 acres tract conveyed by deed dated July 30, 1998 to L. Cletus Brown as recorded in Volume (Vol.) 583, Page (Pg.) 787 of the Official Public Records of Waller County, Texas (O.P.R.W.C.T.);

277.97 acres tract conveyed by deed dated April 14, 1965 to L. Cletus Brown, Jr., and wife Betty Showers Brown as recorded in Vol. 187, Pg. 478 of the O.P.R.W.C.T.;

133.44 acres tract conveyed by deed dated July 30, 1966 to L. Cletus Brown, Jr., as recorded in Vol. 195, Pg. 374 of the O.P.R.W.C.T.;

Residue of a called 11 acres tract conveyed by deed dated February 07, 1966 to L. Cletus Brown, Jr., as recorded in Vol. 193, Pg. 306 of the O.P.R.W.C.T.;

11 acres tract conveyed by deed dated April 25, 1964 to Cletus Brown, Jr., as recorded in Vol. 182, Pg. 289 of the O.P.R.W.C.T.;

Residue of a called 24 acres tract conveyed by deed dated February 07, 1966 to L. Cletus Brown, Jr., as recorded in Vol. 197, Pg. 297 of the O.P.R.W.C.T.;

BEGINNING at a 5/8 inch iron rod with Lja cap set for the northeast corner of the herein described tract and the northeast corner of said 277.97 acres at the intersection of the south right-of-way (R.O.W.) line of Interstate Highway 10 (Width Varies – Vol. 178, Pg. 502 W.C.D.R.) with the west line of FM 1489 (80' R.O.W. – record reference not found), said beginning point having State Plane Coordinate values of N 13,844,468.789 and E 2,930,649.956;

THENCE South 02° 27' 04" East a distance of 772.76 feet along the east line of said 277.97 acres and the west R.O.W. line of said FM 1489 to a 5/8 inch iron rod with Lja cap set for the beginning of a curve to the right;

THENCE continuing along the east line of said 468.276 acres and the west R.O.W. line of said FM 1489 with said curve having a radius of 5625.68, a central angle of 0° 11' 22", a chord bearing and distance of South 02°21'23" East – 18.59 feet, and an arc length of 18.59 feet to a 3/4 inch iron rod found for the northeast corner of a called 3.751 acres tract conveyed by deed dated December 06, 2021 in FN-DOF HOUSTON I-10, LP, as recorded under Instrument No. 2114551 O.P.R.W.C.T.;

THENCE South 88° 07' 38" West a distance of 1,144.46 feet along the common line of said 277.97 acres and said 3.751 acres to a 5/8 inch iron rod with Windrose cap found for corner;

THENCE South 01° 44' 58" East a distance of 183.05 feet along the common line of said 277.97 acres and said 3.751 acres to a 2 inch iron pipe found for the northeast corner of said 1.223 acres;

THENCE North 88° 22' 36" East a distance of 227.66 feet along the common line of said 3.751 acres and said 1.223 acres to a 2 inch iron pipe (disturbed) found for the northeast corner of said 1.223 acres;

THENCE South 01° 37' 36" East a distance of 233.45 feet along the common line of said 3.751 acres and said 1.223 acres to a 1 inch iron pipe found for the southeast corner of said 1.223 acres, same being in the north line of said 133.44 acres;

THENCE North 87° 39' 51" East a distance of 17.96 feet along the common line of said 3.751 acres and said 133.44 acres to a 1/2 inch iron rod with Precision cap found for the northeast corner of said 133.44 acres;

THENCE South 02° 13' 19" East along the east line of said 133.44 acres and the east line of a called 1.175 acres tract as recorded in Vol 854, Pg. 441, O.P.R.W.C.T., and a called 4.5008 acres tract as recorded in Vol 888, Pg. 816, O.P.R.W.C.T., and Meadow Wood Subdivision as recorded in Vol 360, Pg. 816 of the Map Records of Waller County, Texas, pass a distance of 660.22 feet a 1/2 inch iron rod with Precision cap found for the southeast corner of said Meadow Wood Subdivision, same being the northeast corner of a called 4.3123 acres tract as recorded in Vol 888, Pg. 819, O.P.R.W.C.T., and pass a distance of 895.52 feet a 3/4 inch iron rod found for the southeast corner of said 4.3123 acres, same being the northeast corner of a called 0.5436 and 2.60 acres tract as recorded in Vol. 474, Pg. 153 O.P.R.W.C.T., and continuing along the west line of called 4.184 acres tract, Waller County Appraisal District Property ID No. 257726, a called 7.5 acres tract conveyed by deed dated May 15, 1945 to L. Cletus Brown, Jr., a called 7.5 acres tract conveyed by deed dated December 06, 1965 to L. Cletus Brown, Jr., as recorded in Vol. 191, Pg. 518 of the O.P.R.W.C.T., and a called 1.5 acres tract conveyed by deed dated July 15, 1997 to L. Cletus Brown, Jr., as recorded in Vol. 565, Pg. 813 of the O.P.R.W.C.T., in all for a total distance of 1941.67 feet to a 5/8 inch iron rod with Lja cap set for corner;

THENCE South 88° 47' 23" West a distance of 1298.28 feet along the south line of said 133.44 acres and the centerline of said Bains Lane to a 1/2 inch iron rod found for the most southerly southeast corner of said 133.44 acres, same being the southeast corner of a called 74.08 acres tract conveyed by deed dated August 9, 2018 to Taylor-Courtney Properties, LLC as recorded in Instrument No. 1806469 O.P.R.W.C.T.;

THENCE North 01° 05' 13" West a distance of 948.37 feet along the common line of said 133.44 acres and said 74.08 acres to a 2 inch pipe found for corner;

THENCE South 88° 58' 46" West a distance of 1560.03 feet along the south line of said 133.44 acres and the north line of 74.08 acres as occupied to a 2 inch pipe for angle point;

THENCE South 88° 48' 50" West a distance of 502.00 feet along said occupied line to a 2 inch pipe for angle point;

THENCE South 88° 55' 31" West a distance of 631.97 feet along said occupied line to a 2 inch pipe for angle point;

THENCE South 78° 55' 06" West a distance of 887.71 feet along said occupied line to a 1/2 inch iron rod with RPLS 2732 cap found for corner;

THENCE South 88° 26' 06" West a distance of 244.90 feet along said occupied line to a point for corner in the east bank of Bessie's Bayou (a.k.a. Hady Creek);

THENCE North 44° 36' 55" West a distance of 44.14 feet continuing along said east bank of Bessie's Bayou to a point for corner;

THENCE North 39° 14' 09" West a distance of 161.21 feet continuing along said east bank of Bessie's Bayou to a point for corner;

THENCE North 19° 52' 10" West a distance of 147.10 feet continuing along said east bank of Bessie's Bayou to a point for corner in the most southerly southeast line of said 277.97 acres;

THENCE South 46° 56' 00" West a distance of 244.04 feet along said southeast line of the 277.97 acres and across Bessie's Bayou to a set 5/8 inch iron rod with Lja cap;

THENCE South 47° 27' 36" West a distance of 374.75 feet continuing along the southeast line of said 277.97 acres to a 1/2 inch rod with Reglite cap found for the south corner of said 277.97 acres and being in the southeast line of said residue of 11 acres tract;

THENCE South 42° 28' 24" West a distance of 833.48 feet along the southeast line of said 11 acres tract and the residue of said 24 acres to a 1/2 inch rod with Reglite cap found for corner;

THENCE South 33° 21' 50" West a distance of 348.19 feet along the southeast line of said 24 acres to a point for corner in the centerline of Bessie's Bayou and being in the north line of a called 63.210 acres tract conveyed by deed to Ninety Five Land, Limited as recorded in Vol. 926, Pg. 631 O.P.R.W.C.T.;

THENCE North 81° 05' 12" West a distance of 918.76 feet along the centerline of Bessie's Bayou and the north line of said 63.210 acres to a point for an interior corner of a called 5.549 acres tract conveyed by deed to Ninety Five Land, Limited as recorded in Vol. 577, Pg. 137 O.P.R.W.C.T.;

THENCE North 15° 06' 32" West a distance of 126.53 feet along the northeast line of said 5.549 acres to an iron pipe with 1/2 inch iron rod inside for corner;

THENCE South 83° 23' 37" West a distance of 269.43 feet continuing along the common line of said 5.549 acres and said residue of 24 acres tract to a 1 inch iron pipe found for the southwest corner of the herein described tract being in the southeast R.O.W. line of Dunigan Road (R.O.W. Varies – record information not found) and having State Plane Coordinate values of N: 13,841,924.913 and E: 2,931,955.806;

THENCE North 39° 11' 17" East a distance of 2545.79 feet along the southeast line of said Dunigan Road and the west line of the herein described tract to a 1/2 inch iron rod with Precision cap found for corner in the northeast line of said 277.97 acres;

THENCE North 36° 36' 17" East a continuing along the southeast line of said Dunigan Road and the west line of said 277.97 acres pass a distance of 1128.40 and 0.49 feet left a 1/2 inch iron rod with Precision cap and pass a distance of 1535.05 and 0.18 feet right a found 1/2 inch iron rod with Precision cap and continuing in all a total distance of 2545.79 to a 1/2 inch iron rod with Precision cap found for corner in the Dunigan Road R.O.W.;

THENCE South 46° 01' 50" East a distance of 15.04 feet to a point for corner from which a concrete TxDOT monument was found bearing South 57°West – 0.47 feet;

THENCE North 42° 55' 49" East a distance of 1133.50 feet along the common line of said Interstate Highway 10 right-of-way and said 277.97 acres to a 5/8 inch iron rod with Lja cap set for the northeast corner of the herein described tract;

THENCE in an easterly direction with the south right-of-way of said Interstate Highway 10 right-of-way and north line of the herein described tract the following calls;

North 89° 57' 07" East a distance of 215.05 feet to a 5/8 inch iron rod with Lja cap set for the beginning of a curve to the right;

Along said curve having a radius of 3719.72 feet, a central angle of 17° 33' 45", a chord bearing and distance of South 81°15'52" East – 1135.72 feet, and an arc length of 1140.18 feet to a point for corner from which a concrete TxDOT monument was found bearing South 57°East – 1.06 feet;

South 72° 26' 00" East, pass a distance of 777.21 feet, a concrete TxDOT monument found and pass a distance of 274.36 feet, a concrete TxDOT monument found, and continuing in all for a total distance of 2180.21 feet to a concrete TxDOT monument found for the beginning of a curve to the left;

Along said curve having a radius of 2864.79 feet, a central angle of 19° 32' 57", a chord bearing and distance of South 82°12'29 East – 972.73 feet, and an arc length of 977.46 feet to a point for corner from which a concrete TxDOT monument was found bearing South 31°East – 0.49 feet;

THENCE North 88° 01' 02" East pass a distance of 969.85 feet a concrete TxDOT monument found and continuing in all a total distance of 1124.89 feet along the common R.O.W. line of said Interstate Highway 10 to the PLACE OF BEGINNING of the herein described tract of land and containing within these calls 453.102 acres or 19,737,102 square feet or of land.

LEGEND:	
FND	FOUND
IR	IRON ROD
IP	IRON PIPE
PG.	PAGE
MON	MONUMENT
NO.	NUMBER
VOL.	VOLUME
P.O.B.	PLACE OF BEGINNING
W.C.A.D.	WALLER COUNTY APPRAISAL DISTRICT
W.C.C.F.	WALLER COUNTY CLERK'S FILE
W.C.D.R.	WALLER COUNTY DEED RECORDS
W.C.P.R.	WALLER COUNTY PLAT RECORDS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WALLER COUNTY, TEXAS

Scale 1" = 300'

DETAIL A

VICINITY MAP
NOT TO SCALE

SUBJECT PROPERTY

HOUSE ROAD

FISCHER ROAD

BAINS LANE

I-10

FM 1489

DUNIGAN RD

CR 1488

INTERSTATE 10
(R.O.W. VARIES)
VOL. 178, PG. 502–W.C.D.R.

P.O.B.
N: 13,844,466.789
E: 2,930,649.956
SET 5/8"IR W/LJA CAP

453.102 ACRES
19,737,102 SQ. FT.

BESSIES BAYOU

BAINS LANE

SEE DETAIL A

SEE NOTE 3

CITY OF BROOKSHIRE CITY LIMITS

Curve Table					
Curve #	Arc Length	Radius	Delta	Chord Bearing	Chord Distance
C1	18.59'	5,625.68'	0°11'22"	S02° 21' 23"E	18.59'

Line Table		
Line #	Direction	Length
L1	S01° 49' 58"E	183.05'
L2	N88° 22' 36"E	227.66'
L3	S01° 37' 36"E	233.45'
L4	N87° 39' 51"E	17.96'
L5	S88° 46' 13"W	151.58'
L6	S89° 26' 06"W	244.90'
L7	N44° 36' 55"W	44.14'
L8	N33° 14' 09"W	161.21'
L9	N19° 52' 10"W	147.10'
L10	S46° 59' 00"W	244.04'
L11	N15° 06' 32"W	126.53'
L12	S83° 23' 37"W	269.43'
L13	S46° 01' 50"E	15.04'
L14	N89° 57' 07"E	215.05'

NOTE:

1. This document was prepared under 22 TAC § 138.95, partially reflects the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interest implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."
2. Bearings and coordinates shown hereon are based on NAD83 Texas South Central Zone 4204 (U.S. survey foot) State Plane Coordinate System.
3. Source of Brookshire City Limits and ETJ https://brookshire.ljamaps.com/

L. SCOT LOWE, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS MAP ACCURATELY DESCRIBES THE BOUNDARIES OF BROOKSHIRE BROWN MUNICIPAL UTILITY DISTRICT OF WALLER COUNTY, TEXAS.

WITNESS MY HAND AND SEAL THIS THE 27th DAY OF MARCH, 2025.

SCOT LOWE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5007

STATE OF TEXAS
REGISTERED
SCOT LOWE
5007
PROFESSIONAL LAND SURVEYOR

BOUNDARY OF BROOKSHIRE BROWN MUNICIPAL UTILITY DISTRICT
453.102 ACRES
WILLIAM COOPER SURVEY, A-20
WALLER COUNTY, TEXAS

MARCH 27, 2025 JOB NO. S001-5454-2401.101

LJA SURVEYING, INC.
2011 E. Broadway Street
Suite 130
Pearland, Texas 77581
Phone 281.930.0201
TBPELS Firm No. 10194382

SHEET 1 OF 1

Exhibit C, p. 008

S:\Sectors\Survey\Projects\LA4001\5454\2401\101 MUD\06 CAD\S001-5454-2401-101 MUD.dwg 3/27/2025