

ECONOMIC INCENTIVE AND PERFORMANCE AGREEMENT

This Economic Incentive and Performance Agreement (“Agreement”) is made and entered into August 9, 2018 (“Effective Date”) by and between the Forney Economic Development Corporation, a Texas non-profit corporation (“FEDC”), and LCG Highway 80, LLC, a Texas limited liability company (“Developer”).

RECITALS

WHEREAS, the FEDC is a Type B economic development corporation, and a Texas non-profit corporation operating pursuant to Chapter 505 of the Texas Local Government Code, as amended (also referred to as the “Act”), and the Texas Non-Profit Corporation Act, as codified in the Texas Business Organizations Code, as amended; and

WHEREAS, Section 501.103 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements ...”; and

WHEREAS, Section 505.158 of the Texas Local Government Code provides that “[f]or a Type B corporation authorized to be created by a municipality with a population of 20,000 or less, “project” also includes the land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the corporation’s board of directors to promote new or expanded business development.” Further, the statute provides that “[a] Type B corporation may not undertake a project authorized by this section that requires an expenditure of more than \$10,000 until the governing body of the corporation’s authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings”; and

WHEREAS, Section 501.158 of the Texas Local Government Code prohibits the provision of a direct incentive unless the FEDC enters into an Agreement with Developer providing at a minimum a schedule of additional payroll or jobs to be created or retained by the FEDC’s investment; a schedule of capital investments to be made as consideration for any direct incentives provided by the FEDC to Developer; and a provision specifying the terms and conditions upon which repayment must be made should Developer fail to meet the agreed to performance requirements specified in this Agreement; and

WHEREAS, the Developer has applied to the FEDC for financial assistance necessary for the construction of two restaurant sites to be located at the southeast corner of the south service road of Highway 80 and FM 548, located within the City of Forney, Texas, as generally described and or depicted in Exhibit “A” of this Agreement, which is attached hereto and incorporated herein for all purposes (hereinafter referred to as the “Property”); and

WHEREAS, the FEDC approved the provision of financial assistance to Developer consistent with this Agreement at its meeting held on August 9, 2018 following two separate

readings of the resolution declaring the “project” by the City Council of the City of Forney, Texas in accordance with Section 505.158 of the Texas Local Government Code, which will provide, subject to Developer’s satisfaction of certain conditions set forth herein, the necessary financial assistance for the Developer to construct two restaurant sites on the Property that is projected by Developer to create a minimum of twenty (20) Employment Positions (hereinafter defined); and the construction of the Infrastructure Improvements on the Property; and

WHEREAS, the Developer understands and agrees that: (a) in granting the financial assistance provided pursuant to this Agreement, FEDC is relying upon Developer’s representations, warranties, and agreements, as set forth and provided for in this Agreement, and in the application presented to the FEDC; and

WHEREAS, the FEDC’s Board of Directors have determined the financial assistance provided to Developer pursuant to this Agreement is consistent, and meets the definition of “project” as that term is defined in Sections 501.103 and 505.158 of the Texas Local Government Code, as amended, and meets the definition of “cost” as that term is defined in Section 501.152 of the Texas Local Government Code, as amended; and

WHEREAS, Developer agrees and understands that Section 501.073(a) of the Texas Local Government Code requires the City Council of the City of Forney, Texas, to approve all programs and expenditures of the FEDC, and accordingly this Agreement is not effective until the City Council has approved this project and expenditure at a City Council meeting called and held for that purpose, which date is of even date with the Effective Date hereof. The FEDC presented this Agreement to the City Council of the City of Forney, Texas for formal approval at the next duly called City Council meeting following the execution of this Agreement.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the FEDC and Developer agree as follows:

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

2. Definitions. The following words shall have the following meanings when used in this Agreement.

(a) **Act.** The word “Act” means Chapter 501 to 505 of the Texas Local Government Code, as amended.

(b) **Agreement.** The word “Agreement” means this Economic Incentive and Performance Agreement, together with all exhibits attached hereto from time to time, if any.

(c) **City.** The word “City” means the City of Forney, Texas. For purposes of this Agreement, the City’s address is P.O. Box 826, 101 E. Main Street, Forney, Texas 75126.

(d) Developer. The word “Developer” means LCG Highway 80, LLC, a Texas limited liability company whose address is 3500 Maple Avenue, Suite 1600, Dallas, Texas 75219, its successors, grantees, transferees (except where otherwise noted herein), and permitted assigns.

(e) Employment Positions. The words “Employment Position(s)” shall mean and include all Full-Time Employment Positions and Full-Time Equivalent Employment Positions.

(f) Event of Default. The phrase “Event of Default” means and includes any of the Events of Default set forth in Section 6 below.

(g) FEDC. “FEDC” shall mean the Forney Economic Development Corporation, a Type B economic development corporation, and a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of this Agreement is P.O. Box 826, 101 E. Main Street, Forney, Texas 75126.

(h) Full-Time Employment Position. The words “Full-Time Employment Position” mean a job located within the corporate limits of the City providing a minimum of One Thousand Five Hundred Sixty (1,560) hours of paid time averaged over a twelve (12) month period.

(i) Full-Time Equivalent Employment Positions. The words “Full-Time Equivalent Employment Position” mean a combination of employees with jobs located within the corporate limits of the City, each of which individually is not a Full-Time Employment Position because the employee is not employed a minimum of One Thousand Five Hundred and Sixty (1,560) hours averaged over a twelve (12) month period, but which, in combination, are counted as the equivalent of a Full-Time Employment Position. For example, two jobs, each providing Seven Hundred and Eighty (780) hours averaged over a twelve (12) month period are considered one Full-Time Employment Position for purposes of this Agreement.

(j) Infrastructure Improvements. The word “Infrastructure Improvements” means those necessary improvements for the development of the two restaurant sites, but shall be limited to roadway improvements, water and sewer utilities and drainage improvements. Those improvements that qualify for credits or reimbursement of impact fees assessed to the Developer shall not be considered for reimbursement under this Agreement.

(k) Property. The word “Property” means the property purchased by LCG Highway 80, LLC from the FEDC for the purpose of developing two restaurant sites, located at the southeast corner of the intersection of Highway 80 and FM 548 in Forney, Texas, more particularly described on Exhibit A attached hereto and incorporated herein by reference for all purposes.

(l) Qualified Expenditures. The words “Qualified Expenditures” mean those expenditures which consist of the construction of the Infrastructure Improvements; and those expenses which otherwise meet the definition of “project” as that term is defined by Sections 501.103, and 505.158 of the Act, and the definition of “cost” as that term is defined by Section 501.152 of the Act.

3. **Term.** This Agreement shall be effective as of the Effective Date, as is provided herein, and shall continue thereafter for a period of three (3) years, unless terminated sooner under the provisions hereof (“Term”).

4. **Title to Property Established.** Developer represents and warrants that it is currently the owner of record of the Property in fee simple. Any substantial (outside of normal surveyor error or boundary dispute) misrepresentation or breach of the above representation and warranty shall entitle FEDC to terminate the Agreement.

5. **Developer’s Construction of the Project.**

(a) **Obligations of FEDC.**

(1) **Financial Assistance.** Notwithstanding that the Developer’s contracted cost of construction of the Infrastructure Improvements with any contractor may exceed the amount of financial assistance from FEDC, FEDC shall reimburse the Developer up to a maximum amount of One Hundred Thousand Dollars (\$100,000.00) for the costs of construction and design of the Infrastructure Improvements as permitted under the Act (the “Financial Assistance”).

(2) **Payments to the Developer for Infrastructure Improvements.** Upon acceptance of all or a portion of the Infrastructure Improvements by the City, the Developer may submit a reimbursement request to FEDC for the Financial Assistance along with a statement of Developer’s Qualified Expenditures including but not limited to the Infrastructure Improvements’ design and construction costs. Within five (5) business days following FEDC’s receipt of Developer’s reimbursement request, FEDC shall verify the statement of Developer’s costs. Upon successful review and verification by FEDC, FEDC shall pay Developer an amount equal to 50% of the amount of the submitted and verified Qualified Expenditures, up to a maximum of one hundred thousand dollars (\$100,000.00) for the design and construction of the Infrastructure Improvements. Payment shall be made within thirty (30) calendar days following the verification of such reimbursement request and shall be payable to Developer.

(3) **Payments to the Developer for Building Permit Issuance.** In addition to the Financial Assistance that Developer is eligible for pursuant to Sections 5(a)(1)-(2), upon the issuance of the first building permit for the Property, the FEDC shall issue payment in the amount of One Hundred Thousand and No/100 (\$100,000.00) to Developer (“Building Permit Payment”).

(b) **Obligations of Developer.**

(1) The Developer shall design and construct the Infrastructure Improvements in accordance with the standards set forth in the City’s land development ordinances. In order to receive the Financial Assistance, the Developer covenants and agrees through the exercise of commercially reasonable efforts to submit to FEDC invoices, receipts or other documentation acceptable to FEDC for Infrastructure Improvements made to the Property that Developer is requesting Financial Assistance for under Sections 5(a)(1)-(2).

(2) The Developer covenants and agrees to use commercially reasonable efforts to cause the employ and maintenance of a minimum of twenty (20) Employment Positions on the Property. The twenty (20) Employment Positions shall be calculated as a total of all Employment Positions for both restaurant sites within the first year after receiving a certificate of occupancy at both restaurant sites. Once a minimum of twenty (20) Employment Positions have been created, Developer will provide a report to the FEDC confirming the same. After creation of the first twenty (20) Employment Positions, Developer will be deemed to have satisfied the job creation requirement contained in this Section. For the remainder of the Term, Developer will use commercially reasonable efforts to retain or cause to be retained a minimum of twenty (20) Employment Positions provided by the two restaurants.

(3) The Developer expressly acknowledges that by entering into this Agreement, the Developer, its successors, assigns, vendors, grantees, and/or trustees, shall not construe any language contained herein or in any Exhibits attached hereto as waiving any of the requirements of the Zoning Ordinance or Subdivision Ordinance applicable to the Project at the time of development.

6. Event of Default. The following shall constitute an Event of Default under this Agreement:

(a) Infrastructure Improvements Made to Property. Failure of the Developer to submit to FEDC invoices, receipts or other documentation acceptable to FEDC for Infrastructure Improvements made to the Property upon request for Financial Assistance.

(b) Certificate of Occupancy. Failure of the Developer to obtain or cause to be obtained by a Certificate of Occupancy from the City for the two restaurant sites on the Property.

(c) Job Creation and Retention. Failure of the Developer to utilize commercially reasonable efforts to cause the operators of the restaurant sites on the Property to employ and maintain a minimum of twenty (20) Employment Positions in accordance with Paragraph 5(b)(2) of this Agreement.

(d) Payment of Economic Development Incentives. Failure of the FEDC to pay the sums set forth in Paragraph 5(a)(1-3) of this Agreement to the Developer in the amounts and times consistent with this Agreement.

(e) False Statements. Any warranty, representation, or statement made or furnished to one party by or on behalf of the other party under this Agreement or the Related Documents that is knowingly false or misleading in any material respect, either now or at the time made or furnished.

(f) Insolvency. Developer's or FEDC's insolvency, appointment of receiver for any part of the Developer's property, any assignment for the benefit of creditors of the Developer or FEDC, any type of creditor workout for the Developer or FEDC, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Developer or FEDC.

(g) **Other Defaults.** Failure of the Developer or FEDC to comply with or to perform any other material term, obligation, covenant or condition contained in this Agreement or failure of the Developer or FEDC to comply with or to perform any other material term, obligation, covenant or condition contained in any other written agreement between FEDC and the Developer.

7. **Effect of an Event of Default.** Following an Event of Default, the non-defaulting party shall give written notice to the other party of any Event of Default, and the defaulting party shall have thirty (30) days to cure said Event of Default. Should said Event of Default remain uncured as of the 31st day following the receipt of notice of default and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to exercise the rights and remedies set forth in this Paragraph 7. In the event Developer defaults and is unable or unwilling to cure said Event of Default within the prescribed time period, Developer shall immediately cease to be entitled to receive the payments set forth herein, until such time as Developer cures such default, if at all, as the sole and exclusive remedy for any default by Developer hereunder. For the avoidance of doubt, at such time as Developer cures the default, Developer shall be entitled to receive the payments set forth herein. In the event FEDC defaults and is unable or unwilling to cure said Event of Default within the prescribed time period, Developer shall have the right to exercise all rights and remedies available at law or in equity, including, but not limited to, the right of specific performance.

8. **Termination of Agreement by FEDC Without Default.** FEDC may terminate this Agreement without an Event of Default by Developer and effective immediately if any state or federal statute, regulation, case law, or other law renders this Agreement ineffectual, impractical or illegal.

Termination of this Agreement by FEDC under this Paragraph 8 shall render this Agreement null and void from that point forward with each party having no further rights against each other under this Agreement or at law; provided, however, that (i) Developer shall be entitled to receive from FEDC any Financial Assistance or Building Permit Payment due Developer through the date of termination; and (ii) FEDC and Developer agree to negotiate in good faith a remedy that preserves the intent of the parties hereunder as much as reasonably possible under applicable law.

9. **Indemnification.** Developer shall indemnify, save, and hold harmless FEDC, its directors, officers, agents, attorneys, and employees (collectively, the “FEDC Indemnites”) from and against: (i) any and all claims, demands, actions or causes of action that are asserted against any FEDC Indemnitee for Developer’s performance of its obligations and covenants under this Agreement if the claim, demand, action or cause of action directly or indirectly relates to tortious interference with contract or business interference, or wrongful or negligent use of FEDC’s financial assistance by Developer or its agents and employees; (ii) any administrative or investigative proceeding by any governmental authority directly or indirectly related, to a claim, demand, action or cause of action against Developer for its performance of this Agreement in which FEDC is a disinterested party; (iii) any claim, demand, action or cause of action which directly or indirectly contests or challenges the legal authority of FEDC or Developer to enter into this Agreement; and (iv) any and all liabilities, losses, costs, or expenses (including reasonable attorneys’ fees and disbursements) that any

FEDC Indemnitee suffers or incurs as a result of any of the foregoing; provided, however, that Developer shall have no obligation under this Paragraph to FEDC with respect to any of the foregoing arising out of the negligence or misconduct of FEDC or the breach by FEDC of this Agreement. If any claim, demand, action or cause of action is asserted against any FEDC Indemnitee, such FEDC Indemnitee shall promptly notify Developer, but the failure to so promptly notify Developer shall not affect Developer's obligations under this Paragraph unless such failure materially prejudices Developer's right to participate in the contest of such claim, demand, action or cause of action, as hereinafter provided. If requested by Developer in writing, as long as no Event of Default shall have occurred and be continuing, such FEDC Indemnitee shall in good faith contest the validity, applicability and amount of such claim, demand, action or cause of action and shall permit Developer to participate in such contest. Any FEDC Indemnitee that proposes to settle or compromise any claim, demand, action, cause of action or proceeding for which Developer may be liable for payment of indemnity hereunder shall give Developer written notice of the terms of such proposed settlement or compromise reasonably in advance of settling or compromising such claim or proceeding and shall obtain Developer's concurrence thereto.

10. Miscellaneous Provisions. The following miscellaneous provisions are a part of this Agreement:

(a) Amendments. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement 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 Agreement 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 Kaufman County, Texas. Exclusive venue for any action arising under this Agreement shall lie in the state district courts of Kaufman County, Texas.

(c) Assignment. The obligations of Developer under this Agreement may not be assigned by Developer without the express written consent of FEDC, which consent shall not be unreasonably withheld, conditioned or delayed. Developer shall have the right to (i) collaterally assign this Agreement to a lender providing financing for the Property or any improvements thereon; and (ii) retain or assign the right to receive all or a portion of the payments due to Developer under this Agreement, without the consent of FEDC.

(d) Binding Obligation. This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Developer warrants and represents that the individual or individuals executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same. FEDC warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind FEDC to the same.

(e) Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.

(f) Counterparts. This Agreement 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.

(g) Force Majeure. It is expressly understood and agreed by the parties to this Agreement that if performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, court injunction, unreasonable delays by the City (based on the then-current workload of the City department(s) responsible for undertaking the activity in question) in issuing any permits, consents, or certificates of occupancy or conducting any inspections of or with respect to the Property or any improvements thereon, or other circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.

(h) Notices. Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed to the addresses for the parties as follows:

if to Developer: LCG Highway 80, LLC
3500 Maple Avenue, Suite 1600
Dallas, Texas 75219

with a copy to: Winstead PC
500 Winstead Building
2728 N. Harwood Street
Dallas, Texas 75201
Attn: Laura Hoffmann

if to FEDC: Forney Economic Development Corporation
P.O. Box 826
101 E. Main Street
Forney, Texas 75126.

(i) Severability. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

(j) Survival. All warranties, representations, and covenants made by Developer and the FEDC in this Agreement or in any certificate or other instrument delivered by one party to the other party under this Agreement shall be considered to have been relied upon by the parties hereto and will survive the making of this Agreement, regardless of any investigation made by either party or on either party's behalf.

(k) Time is of the Essence. Time is of the essence in the performance of this Agreement.

(l) Undocumented Workers. The Developer certifies that the Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of eight percent (8%), not later than the 120th day after the date Developer is convicted of such violation. Developer shall not be liable for a violation of this paragraph by a subsidiary, affiliate, or franchisee, by a third party with whom Developer contracts, or by any subcontractor of any such third party.

(m) Estoppel Certificate. Any party may request an estoppel certificate from the other party so long as the certificate is requested in connection with a bona fide business purpose. The certificate, which will upon request be addressed to a subsequent purchaser or assignee of Developer, shall include, but not necessarily be limited to, statements that this Agreement is in full force and effect without default (or if default exists, the nature of default and curative action, which should be undertaken to cure same), the remaining term of this Agreement, and such other matters reasonably requested by the party to receive the certificate.

[Signature Page to Follow]

EXECUTED to be effective as of the ____ day of _____, 2018.

DEVELOPER

LCG HIGHWAY 80, LLC,
a Texas limited liability company

By: _____

Print: _____

Title: _____

STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, in and for said County, on this day personally appeared _____, in his capacity as _____ of LCG Highway 80, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and averred that he executed the same on behalf of and as the act of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____, 2018.

Notary Public, State of Texas
My commission expires _____

FEDC

Forney Economic Development Corporation,
A Texas non-profit corporation

By: Joe Dan McBeth
Joe Dan McBeth, President

APPROVED AS TO FORM:

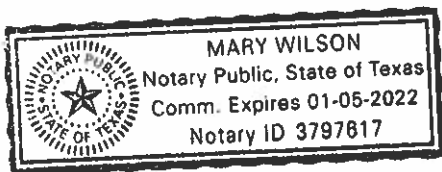
[Signature]
Jon Thatcher, City Attorney

STATE OF TEXAS

COUNTY OF KAUFMAN

This instrument was acknowledged before me on the 9th day of August, 2018, by Joe Dan McBeth, Board President for the Forney Economic Development Corporation, a Texas non-profit corporation, on behalf of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 9th DAY OF August, 2018.



Mary Wilson
Notary Public, State of Texas
My commission expires 01-05-2022

EXHIBIT A
The Property

PROPERTY DESCRIPTION

BEING A 3.598 ACRE TRACT OF LAND, A PORTION OF US HIGHWAY 80 SITUATED IN THE ABSALOM HYER SURVEY ABSTRACT 203, CITY OF FORNEY, KAUFMAN COUNTY, TEXAS, THOSE CERTAIN TRACTS OF LAND CONVEYED TO THE STATE OF TEXAS BY INSTRUMENT RECORDED IN VOLUME 251, PAGE 142, DEED RECORDS, KAUFMAN COUNTY, TEXAS AND INSTRUMENT RECORDED IN VOLUME 9, PAGE 622, COUNTY COURT MINUTES OF KAUFMAN COUNTY, TEXAS AND THAT CERTAIN TRACT OF LAND NOW OR FORMERLY CONVEYED TO S. L. RANKIN (NO DEED FOUND), OR THE UNION PACIFIC RAILROAD (FORMERLY THE TEXAS AND PACIFIC RAILROAD) (NO DEED FOUND) (A CALLED 150-FOOT WIDE RIGHT-OF-WAY AS SHOWN ON THE RAILROAD'S RIGHT-OF-WAY MAP T129L026 OF SAME AND CLAIMED BY SAID RAILROAD) AND ALL OF THAT CERTAIN TRACT OF LAND CONVEYED TO LCG HIGHWAY 80, LLC. BY INSTRUMENT RECORDED IN DOCUMENT NO. 2015-002859, OFFICIAL PUBLIC RECORDS, KAUFMAN COUNTY TEXAS AND QUITCLAIM DEED TO LCG HIGHWAY 80 LLC BY INSTRUMENT RECORDED IN DOCUMENT NO. 2017-0004666, OF SAID OFFICIAL PUBLIC RECORDS, SAID 3.598 ACRE TRACT OF LAND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A NAIL IN A WOODEN RIGHT-OF-WAY MARKER FOUND ON THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 80, A VARIABLE WIDTH RIGHT-OF-WAY, BY SAID INSTRUMENTS TO THE STATE OF TEXAS AND BEING A CORNER OF SAID INSTRUMENT RECORDED IN VOLUME 9, PAGE 622, OF SAID COURT MINUTES:

THENCE SOUTH 53 DEGREES 02 MINUTES 34 SECONDS EAST, A DISTANCE OF 168.67 FEET TO A 5/8-INCH IRON ROD WITH TXDOT ALUMINUM CAP FOUND ON THE PROPOSED NEW SOUTHERLY RIGHT -OF -WAY LINE OF U. S. HIGHWAY 80, FOR THE POINT OF BEGINNING,

THENCE NORTH 69 DEGREES 34 MINUTES 56 SECONDS EAST ALONG THE PROPOSED NEW SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 80, A DISTANCE OF 79.47 FEET TO A 5/8-INCH IRON ROD WITH TXDOT ALUMINUM CAP FOUND:

THENCE SOUTH 69 DEGREES 35 MINUTES 39 SECONDS EAST CONTINUING ALONG SAID PROPOSED NEW SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 80, A DISTANCE OF 202.95 FEET TO A 5/8-INCH IRON ROD WITH TXDOT ALUMINUM CAP FOUND ON THE NEW SOUTHERLY RIGHT-OF-WAY LINE OF U. S. HIGHWAY 80:

THENCE SOUTH 67 DEGREES 08 MINUTES 44 SECONDS EAST CONTINUING ALONG SAID PROPOSED NEW SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 80, A DISTANCE OF 105.00 FEET TO A 5/8-INCH IRON ROD WITH TXDOT ALUMINUM CAP FOUND:

THENCE SOUTH 72 DEGREES 58 MINUTES 23 SECONDS EAST CONTINUING ALONG SAID PROPOSED NEW SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 80, A DISTANCE OF 169.18 FEET TO A 5/8-INCH IRON ROD WITH TXDOT ALUMINUM CAP FOUND FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT:

THENCE SOUTHERLY CONTINUING ALONG SAID PROPOSED NEW SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 80 AND ALONG THE ARC OF SAID NON-TANGENT CURVE TO

THE LEFT, A DISTANCE OF 668.82 FEET, HAVING A CENTRAL ANGLE OF 12 DEGREES 38 MINUTES 34 SECONDS, HAVING A RADIUS OF 3,031.00 FEET AND WHOSE LONG CHORD BEARS SOUTH 77 DEGREES 24 MINUTES 24 SECONDS EAST, 667.46 FEET TO A 5/8-INCH IRON ROD WITH TXDOT ALUMINUM CAP FOUND ON A SOUTHERLY LINE OF SAID DOCUMENT RECORDED IN DOCUMENT NO. 2017-0004666, SAID OFFICIAL PUBLIC RECORDS:

THENCE NORTH 89 DEGREES 03 MINUTES 45 SECONDS WEST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 1219.31 FEET TO A 5/8-INCH IRON ROD WITH TXDOT ALUMINUM CAP FOUND ON SAID PROPOSED NEW EASTERLY RIGHT-OF-WAY LINE OF FM 548 FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT:

THENCE NORTHERLY ALONG SAID PROPOSED NEW EASTERLY RIGHT-OF-WAY LINE OF FM 548 AND THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT, A DISTANCE OF 263.24 FEET, HAVING A CENTRAL ANGLE OF 12 DEGREES 18 MINUTES 45 SECONDS, HAVING A RADIUS OF 1,225.00 FEET AND WHOSE LONG CHORD BEARS NORTH 09 DEGREES 45 MINUTES 29 SECONDS EAST, 262.74 FEET TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 3.598 ACRES, 156,714 SQUARE FEET OF LAND.

