

STATE OF TEXAS

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COUNTY OF FORT BEND

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**TAX ABATEMENT AGREEMENT BETWEEN  
FORT BEND COUNTY DRAINAGE DISTRICT AND  
NATUREBEST PRE-CUT & PRODUCE, LLC**

This Tax Abatement Agreement, hereinafter referred to as "Agreement," is executed by and between **FORT BEND COUNTY DRAINAGE DISTRICT, TEXAS**, hereinafter referred to as "District," acting by and through its Board of Directors and **NATUREBEST PRE-CUT & PRODUCE, LLC**, hereinafter referred to as "Owner," a Texas limited liability company and the owner of certain Eligible Property located within the City of MISSOURI CITY Reinvestment Zone No. 19.

1. **Authorization:**

- a. This Agreement is authorized by the Property Redevelopment and Tax Abatement Act, Chapter 312 of the TEXAS TAX CODE as it exists on the effective date of this Agreement, and;
- b. The Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones created by Fort Bend County Drainage District, Texas, were approved by the District on February 24, 2017. District has determined that the request for Tax Abatement presented by Owner conforms to the criteria established in the Guidelines for Tax Abatement.
- c. No official of District has an interest in the property subject to this Agreement.

2. **Definitions:**

As used in this Agreement, the following terms shall have the meanings set forth below:

- a. The "Certified Appraised Value or Value" means the value certified as of January 1 of each year of this Agreement regarding the property within City of MISSOURI CITY Reinvestment Zone No.19 by the FBCAD (as hereinafter defined).
- b. "Real Property" means the approximate 6.060\_ acre tract of land described in Exhibit "B" attached hereto and incorporated herein for all purposes, and all improvements currently located thereon, which tract of land is located within the Reinvestment Zone 19.
- c. "Eligible Property" means the specific Tenant Improvements installed at the Real Property, specifically described as the large refrigerated cooler with overall approximate dimensions of 250' x 200' located within the premises of a new industrial building to be located in Reinvestment Zone No. 19\_ containing at least 60,000\_square feet of floor space.. This refrigerated cooler is categorized by FBCAD as a tenant improvement, although Owner (NatureBest Pre-cut & Produce, LLC), will retain ownership and property tax obligations of the refrigerated cooler . Owner

has the right to dis-assemble and remove the refrigerated cooler from the premises at the expiration of the lease term for the premises.

- d. "Abatement" means the full or partial exemption from ad valorem taxes of certain property in the City of MISSOURI CITY Reinvestment Zone No. 19 designated for economic development purposes.
- e. "Ineligible Property" means the Real Property, existing improvements, tangible personal property that the FBCAD classifies as inventory or supplies, real property used primarily to provide retail sales or services to the public, real property used for residential purposes, tangible personal property classified as furnishings, tangible personal property located in the reinvestment zone prior to the execution date of this Agreement, real property with a productive life of less than 10 years, or any other property for which abatement is not allowed by state law.
- f. "Owner" means NATUREBEST PRE-CUT & PRODUCE, LLC, its successors or assigns.
- g. "County" means the County of Fort Bend, Texas.
- h. "FBCAD" means Fort Bend Central Appraisal District.

**3. Eligible Property:**

- a. The City of MISSOURI CITY Reinvestment Zone No. 19 is an area located in Fort Bend County Drainage District, Texas, being legally described in Exhibit A attached hereto and incorporated herein for all purposes and is where the Eligible Property will be located.
- b. The FBCAD has established the base year values for the Eligible Property as of January 1, 2018.

**4. Responsibility of Owner:**

In consideration of receiving the tax abatement granted herein, Owner represents and agrees:

- a. That construction of the Eligible Property will commence without delay.
- b. Owner shall ensure that construction of the Eligible Property is complete no later than December 31, 2018, subject to Section 11 below. Owner shall provide the District's Tax Assessor/Collector with written documentation confirming same on or before the completion date. Owner's failure to provide the written documentation required by this Section may result in a forfeiture of the tax abatement of tax year 2019.
- c. That Owner shall provide the District's Tax Assessor/Collector a certified statement evidencing a minimum of \$1,500,000.00 in project costs with respect to the design and construction of the refrigerated cooler within sixty (60) days after completion of the Eligible Property ; and that the Certified Appraised Value of the Eligible Property on January 1, 2019, and on each and every January 1 thereafter during the term of this Agreement must not be less than \$1,500,000.00. Owner may from time to time during the term of this Agreement install additional improvements, and modify, remove or replace improvements as Owner may determine in its sole discretion. Failure to meet the requirements of this Section will invalidate the tax abatement for any year this requirement is not satisfied.

- d. OWNER SHALL BE RESPONSIBLE FOR NOTIFYING THE FBCAD OF THE ABATEMENT, INCLUDING FILING WITH THE FBCAD ANY APPLICATION OR OTHER FORMS NECESSARY TO QUALIFY FOR OR RECEIVE THE ABATEMENT GRANTED.
- e. OWNER SHALL BE RESPONSIBLE FOR REQUESTING FROM DISTRICT AN ASSIGNMENT OF THIS AGREEMENT IN THE EVENT THE ELIGIBLE PROPERTY THE SUBJECT OF THIS AGREEMENT IS SOLD, TRANSFERRED OR ASSIGNED. EXCEPT AS OTHERWISE PROVIDED HEREIN, ANY ASSIGNMENT IS NOT EFFECTIVE UNTIL APPROVED IN WRITING BY DISTRICT.
- f. That Owner has as of the effective date of this Agreement, the financial resources to implement the above representations.
- g. That Owner shall ensure that taxes on all property owned by it owed in Fort Bend District are current. Delinquent taxes for any Fort Bend District Property is a default of Owner's obligations hereunder and will be grounds for termination of this Agreement regardless of whether the delinquent property is subject to an abatement.

**5. Value and Term of Abatement:**

- a. This Agreement shall be effective on the date executed by District and shall terminate on December 31, 2023 (unless terminated earlier in accordance with the terms of this Agreement). In no event shall this Agreement extend beyond December 31, 2023.
- b. In each year that this Agreement is in effect, the amount of abatement shall be an amount equal to the percentage indicated below of the taxes assessed upon the Eligible Property.
- c. Subject to the limitations imposed by law and conditioned upon the representations outlined in Section 4 herein above, there shall be granted and allowed hereunder a property tax abatement for the following years and in the following amounts on the value of the Eligible Property:

<b>Tax Year</b>	<b>Percentage Abatement</b>
2019	50%
2020	50%
2021	50%
2022	50%
2023	50%

- 1) The abatement granted shall not apply to the value of any Ineligible Property.
- 2) The FBCAD's determination of values shall be used to determine the value of the property subject to this Agreement. If Owner protests the FBCAD's valuation of the property, the valuation placed on the property after the protest is resolved under State law shall be used.
- 3) On or before September 1 of each year of this Agreement, Owner shall certify in writing to the Fort Bend County Tax Assessor/Collector Owner's compliance with each term of this Agreement.

**6. Taxability:**

During the period that this tax abatement is effective, taxes shall be payable by the Owner as follows:

- a. The value of Ineligible Property shall be fully taxable, and
- b. The value of the Eligible Property, if any, shall be determined in the base year of 2018 by the FBCAD.

**7. Event of Default:**

- a. District may declare Owner in default of this Agreement if: (1) Owner fails to comply with any term of this Agreement or (2) Owner allows District ad valorem taxes on any property owned by it in Fort Bend County Drainage District to become delinquent, even if the delinquent taxes are for a property not subject to an abatement; or (3) Owner ceases operations on the Real Property for a continuous period of one hundred eighty (180) days before the expiration of the term of the Abatement without the prior written consent of the District, except that in the event of (i) a temporary shutdown of the facility, with assurance of the resumption of operations, for the purpose of facility modification, expansion, improvement, retooling or similar purpose, (ii) the facility is being actively marketed, the District shall not unreasonably withhold consent to a reasonable extension to such period to permit the sale of the facility to another operator, (iii) the closure of the facility pending settlement of insurance, casualty or condemnation claims, or (iv) the closure of the facility due to inadequate or unacceptable raw water supply shall not constitute a vacating of or a cessation of operations on the Real Property under this Section 7(a)(3). Such exceptions are subject to further extension for force majeure as defined in Section 11.
- b. District shall notify Owner of any default in writing specifying the default. Owner shall have sixty (60) days from the date of the notice to cure any default. If Owner fails to cure the default within ninety (90) days from receipt of notice, District may terminate this Agreement by written notice.
- c. If this Agreement is terminated by District, as District's sole and exclusive remedy, Owner agrees that it is liable for and will pay to District within thirty (30) days of the termination of this Agreement:
  - i. The amount of all taxes abated during the term of this Agreement; and
  - ii. Interest on the abated amount at the rate provided for in the Texas Tax Code for delinquent taxes.
  - iii. Penalties on the amount abated in the year of default, at the rate provided for in the Texas Tax Code for delinquent taxes.
- d. This paragraph is required by Chapter 2264, TEXAS GOVERNMENT CODE and governs over any conflicting provisions of this Agreement. Owner is prohibited from knowingly employing undocumented workers as that term is defined in Section 2264.001, TEXAS GOVERNMENT CODE. If Owner is convicted of a violation under 8 U.S.C. Section 1324a(f), the conviction

shall be considered default of this Agreement, from which no cure provisions shall apply. In such event, District shall provide written notice to Owner of the default and this Agreement shall automatically terminate on the 30<sup>th</sup> day after the date of the notice of default from District to Owner. In the event of termination under this paragraph, Owner shall repay to District the amount of all property taxes abated under this Agreement, plus interest on the abated amount and any applicable penalties at the rate provided for in the TEXAS TAX CODE for delinquent taxes.

8. **Administration and Inspection**

- a. This Agreement shall be administered on behalf of the Fort Bend District Tax Assessor/Collector or her designee. Owner shall allow employees or other representatives of District who have been designated by the Tax Assessor/Collector to have access to the Real Property (during normal business hours) during the term of the Agreement. All regular inspections shall be made only after two (2) business days prior notice and will be conducted in such a manner as not to unreasonably interfere with the construction or operation of the facility. A representative of Owner may accompany the inspector. District shall cause each of its employees and representatives who conduct such inspections to abide by all of Owner's security, safety and operational rules .
- b. Upon completion of the placement and/or installation of the Eligible Property, District shall annually evaluate the Eligible Property to ensure compliance with the terms and provisions of this Agreement and shall report potential defaults to the Owner.
- c. The Chief Appraiser of the FBCAD shall annually determine (1) the taxable value under the terms of this abatement of the Eligible Property located on the Real Property. The Chief Appraiser shall record both abatement taxable value and full taxable value in the appraisal records. The full taxable value figure listed in the appraisal records shall be used to compute the amount of abated taxes when this Agreement is terminated in a manner that results in recapture of abated taxes.
- d. Owner shall furnish the Chief Appraiser annually such information as provided for under Chapter 22 of the Texas Tax Code, including payroll records, as may be necessary for the administration of this Agreement. Such information, including payroll records, shall also be provided annually to the County Tax Assessor/Collector in preparation of its annual evaluation for compliance with the terms and provisions of this Agreement.

9. **Assignment**

- a. Owner may not assign this Agreement without prior written consent of District. No assignment shall be effective or approved if District has declared a default hereunder which has not been cured or the assignee is delinquent in the payment of any ad valorem taxes owed to District. Approval shall not be unreasonably withheld.
- b. Any and all assignments shall contain the same terms and conditions as set out in this Agreement and shall be granted for the remaining term of the original Agreement only.

- c. Owner shall provide notice to District within ninety (90) days of any sale or assignment of the Eligible Property subject to this Agreement.

**10. Indemnity**

It is understood and agreed between the parties that Owner, in performing obligations hereunder, is acting independently, and District assumes no responsibilities or liabilities in connection therewith to third parties. **OWNER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS DISTRICT AND THE FBCAD FROM ANY AND ALL CLAIMS SUITS, AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER ARISING OUT OF OWNER'S BREACH OF ITS OBLIGATIONS HEREUNDER EXCEPT THAT THE INDEMNITY SHALL NOT APPLY TO THAT PORTION OF RESPONSIBILITIES AND LIABILITIES RESULTING FROM THE FAULT OR NEGLIGENCE OF DISTRICT OR TAXING UNITS, THEIR RESPECTIVE OFFICERS, AGENTS OR EMPLOYEES. OWNER'S INDEMNIFICATION OBLIGATIONS INCLUDE THE PAYMENT OF REASONABLE ATTORNEYS FEES AND EXPENSES INCURRED IN THE DEFENSE OF ANY SUCH CLAIMS, SUITS, AND CAUSES OF ACTION WHICH ARE NOT DUE TO DISTRICT'S, FBCAD'S OR THEIR REPRESENTATIVES' INTENTIONAL CONDUCT OR NEGLIGENCE. OWNER SHALL BE RESPONSIBLE FOR ALL FEES INCURRED BY DISTRICT IN THE DEFENSE OF ANY SUCH CLAIMS, SUITS, OR CAUSES OF ACTION SO LONG AS DEFENSE COUNSEL AND COURSES OF ACTION ARE DETERMINED SOLELY BY OWNER. NOTHING IN THIS AGREEMENT SHALL BE INTERPRETED TO PROHIBIT DISTRICT FROM INCURRING INDEPENDENT REPRESENTATION OF ANY SUCH CLAIM, SUIT OR CAUSE OF ACTION; PROVIDED, HOWEVER, THAT OWNER SHALL NOT BE RESPONSIBLE FOR ANY SUCH COSTS AND OR FEES SO INCURRED.**

**11. Force Majeure:**

If by reason of force majeure, Owner is unable to perform any obligation of this Agreement, it shall give notice of the force majeure to District in writing within thirty (30) calendar days after Owner first becomes aware or should have become aware of the occurrence relied upon. By doing so, the obligation of Owner, to the extent and for the period of time affected by the force majeure, shall be suspended. Owner shall endeavor to remove or overcome the inability with all reasonable effort. For purposes of this provision, "force majeure" shall include, but not be limited to acts of God, landslides, lightning, earthquakes, hurricanes, storms, floods, or other natural occurrences; strikes, lockouts, insurrections, riots, wars or other civil or industrial disturbances; orders of any kind of the federal or state government or of any civil or military authority; explosions, fires, breakage or accidents to machinery, lines, or equipment, or the failure or lack of capacity of the wastewater system or water supply system; governmental delays in granting approvals or issuance of permits; or any other cause not reasonably within the control of the Owner.

**12. District Approval:**

This Agreement is conditioned entirely upon the approval of the District by the affirmative vote of a majority of the members present at a duly scheduled meeting of the Board.

**13. Compliance with State and Local Regulations:**

This Agreement shall not be construed to alter or affect the obligations of Owner to comply with any city ordinance or federal or state law or regulation.

**14. Changes in Laws/Vested Rights:**

The tax abatement provided in this Agreement is conditioned upon and subject to any changes in the state tax laws during the term of this Agreement, but only the extent required by law to be enforceable and after giving Owner all vesting, non-conforming and/or "grandfather" rights, contained in and applicable to this Agreement and allowed by law.

**15. Miscellaneous:**

- a. This Agreement and the rights and obligations of each party shall be construed and enforced under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.
- b. In the event of one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- c. The waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.
- d. Any amendments of this Agreement shall be of no effect unless in writing and signed by both parties hereto.

**16. Notices**

- a. Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been hand delivered, deposited with a nationally recognized overnight courier or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and certified, return receipt requested, in a United States Post Office, addressed to District and Owner at the mailing address as hereinafter set out. If mailed, any notice of communication shall be deemed to be received three (3) business days after the date of deposit in the United States Mail.

- b. Unless otherwise provided in this Agreement, all notices shall be delivered to Owner or District at the following addresses:

**To the Tax Assessor/Collector:** The Honorable Patsy Schultz  
Fort Bend County Tax Assessor-Collector  
1317 Eugene Heimann Circle  
Richmond, Texas 77469

**To District:** Fort Bend Drainage District  
401 Jackson  
Richmond, Texas 77469  
Attention: County Judge

**Copy to:** Fort Bend County Attorney  
401 Jackson  
Richmond, Texas 77469

**To Owner:** NatureBest Pre-Cut & Produce, LLC  
Attn: Bill Tarazewich, CEO  
521 Hwy. 90A, Suite 190  
Missouri City, TX 77489

- c. Any party may designate a different address by giving the other parties ten (10) days prior written notice thereof. Failure of Owner to provide County Tax Assessor/Collector thirty (30) days notice of a change of address may result in termination of this Agreement.

## 17. Entire Agreement

This Agreement contains the entire Agreement among the parties and supercedes all other negotiations and agreements, whether written or oral. This Agreement shall inure to the benefit of and be binding upon the parties hereto and each of their respective successors and assigns. Attached hereto are (a) Exhibit A – City of MISSOURI CITY Ordinance No. 19, designating Reinvestment Zone No. 19 (b) Exhibit B - legal description of Real Property which are made part of this Agreement.

*[remainder of page left blank]*

*[execution page follows]*

**18. Execution**

**IN TESTIMONY OF WHICH, THIS AGREEMENT** has been executed by District and Owner as of the dates below stated. Owner warrants and represents that the individuals executing this agreement on behalf of Owner have full authority to execute this Agreement and bind Owner to the same.

“DISTRICT:”  
**FORT BEND COUNTY DRAINAGE  
DISTRICT, TEXAS**

By: \_\_\_\_\_  
Robert E. Hebert, County Judge

**ATTEST:**

Date: \_\_\_\_\_

\_\_\_\_\_  
Laura Richard, County Clerk

“OWNER”  
**NATUREBESTPRE-CUT  
& PRODUCE, LLC**

By:  \_\_\_\_\_

Printed: Name: William Tarasewich  
Title: Pres & CEO

**ATTEST:**

Date: 7/31/18


  
\_\_\_\_\_  
Printed Name: Stacy Redmond

Exhibit A  
Ordinance Creating City of MISSOURI CITY Reinvestment Zone No. O-18-05.

**ORDINANCE NO. O-18-07**

**AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS, CREATING REINVESTMENT ZONE NO. 19 ENCOMPASSING AN APPROXIMATE 6.06-ACRE TRACT OF LAND LOCATED WITHIN THE PARK 8NINETY COMMERCIAL SUBDIVISION AND NORTH OF BUFFALO RUN PARK, SOUTH OF U.S. HIGHWAY 90A, EAST OF SOUTH CRAVENS ROAD, AND WEST OF BELTWAY 8 IN MISSOURI CITY, TEXAS; MAKING RELATED FINDINGS; AND PROVIDING FOR SEVERABILITY.**

\* \* \* \* \*

WHEREAS, the City Council of the City of Missouri City has passed and approved Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones (“Guidelines”) created in the City of Missouri City, Texas (the “City”); and

WHEREAS, pursuant to the Guidelines, the City has received a request for the creation of a reinvestment zone and tax abatement; and

WHEREAS, after proper notice, the City held a public hearing where all interested persons were given an opportunity to speak and present evidence for and against the creation of Reinvestment Zone No. 19; and

WHEREAS, written notice of the hearing was given to all taxing entities where the proposed zone is to be located; and

WHEREAS, the City Council has determined, based on evidence presented, that the improvements sought to be located in proposed Reinvestment Zone No. 19 are feasible and practical and would be a benefit to the land to be included in the Zone and to the City after the expiration of the tax abatement agreement; and

WHEREAS, the creation of Reinvestment Zone No. 19 will be reasonably likely, as a result of its creation, to attract major investment into the Zone that would be a benefit to the property located therein and that will contribute to the economic development of the City; now therefore,

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS:**

Section 1. That the facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct, and are made a part of this Ordinance for all purposes.

Section 2. The City Council of the City of Missouri City conducted the public hearing on the creation of Reinvestment Zone No. 19 and closed the public hearing prior to the final adoption of this Ordinance.

Section 3. That Reinvestment Zone No. 19 is hereby created for the purpose of encouraging economic development through tax abatement. Reinvestment Zone No. 19

can be described as being all 6.06 acres of the real property described in Exhibit "A" and depicted in Exhibit "A-1", both of which are attached hereto and made a part hereof. Exhibit "A-1" is for reference purposes only. In the event Exhibit "A-1" conflicts with Exhibit "A" shall prevail.

Section 4. This designation shall be effective for five (5) years from the date of final passage of this Ordinance and may be renewed for periods not to exceed five (5) years.

Section 5. *Repeal.* All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict only.

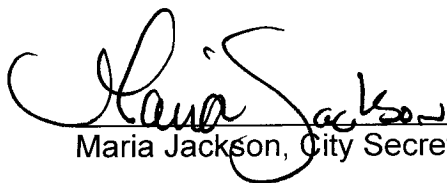
Section 6. *Severability.* In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Missouri City, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

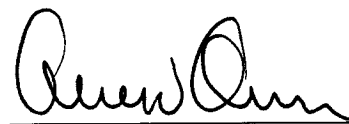
PASSED and APPROVED on first reading this 5<sup>th</sup> day of March, 2018.

PASSED, APPROVED and ADOPTED on second and final reading this 2<sup>nd</sup> day of April, 2018.

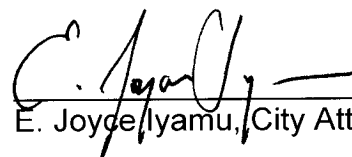


ATTEST:

  
\_\_\_\_\_  
Maria Jackson, City Secretary

  
\_\_\_\_\_  
Allen Owen, Mayor

APPROVED AS TO FORM:

  
\_\_\_\_\_  
E. Joyce Iyamu, City Attorney

**DESCRIPTION OF 6.060 ACRES (263,976 SQ. FT.)  
RESTRICTED RESERVES 14 & 15, BLOCK 3  
OUT OF THE B.B.B & C.R.R. CO. SURVEY, A-116  
FORT BEND COUNTY, TEXAS**

All that certain 6.060 acres (263,976 sq. ft.) of land situated in the B.B.B. & C.R.R. CO. SURVEY, A-116, Fort Bend County, Texas, being out of and part of that certain called 52.35 acre tract of land conveyed to AX COUNTY LINE LAND L.P. as recorded under Harris County Clerk's File (H.C.C.F.) Number 20140422624, and being all of Restricted Reserves 14 and 15 out of Block 3, of Park 8Ninety, a subdivision in Harris and Fort Bend Counties as recorded in Plat No. 20160020 of the Map Records of Fort Bend County, Texas, said 6.060 acre tract being more particularly described as follows.

(Bearings based on the Texas Coordinate System, Central Zone, NAD83, 2001 Adjustment)

**COMMENCING** at a 5/8-inch iron rod found with cap stamped "Cobb Fendley & Associates", marking the north corner of that certain called 2.129 acre tract ("Parcel 16BE" – Controlled Access Highway Facility) As filed for record under Harris County Clerk's File Number P117401, Harris County, Texas, and being an interior corner on the southwesterly boundary line of Restricted Reserve 18 of said Park 8Ninety;

THENCE South 47°51'33" East (Bearing Basis), along the southwesterly lines of said Restricted Reserve 18 and Restricted Reserves 16 and 17, a distance of 572.94 feet to a 5/8-inch iron rod set with cap stamped "Cobb Fendley & Associates" marking the south corner of said Restricted Reserve 16 and the west corner of Restricted Reserve 15, and being the **POINT OF BEGINNING** of the herein described tract;

THENCE North 42°08'26" East, along the common line between Restricted Reserves 15 and 16, a distance of 428.86 feet to a 5/8-inch iron rod set with cap stamped "Cobb Fendley & Associates" in the southwesterly right-of-way line of Simpson Drive (60 feet wide) as shown on said plat of Park 8Ninety, and marking the east corner of Restricted Reserve 16, and the north corner of Restricted Reserve 15 and of the herein described tract;

THENCE South 47°51'34" East, along said southwesterly right-of-way line and the northeasterly lines of said Restricted Reserves 14 and 15, a distance of 578.14 feet to a 5/8-inch iron rod set with cap stamped "Cobb Fendley & Associates" in the northeasterly line of said Restricted Reserve 14 and marking the beginning of a tangent curve to the right;

THENCE in a southerly direction along said curve to the right, having a radius of 40.00 feet, and a central angle of 90°00'00" (chord bears South 02°51'34" East, a distance of 56.57 feet), for a curve length of 62.83 feet to a 5/8-inch iron rod set with cap stamped "Cobb Fendley & Associates" marking a point of tangency in the northwesterly right-of-way line of Buffalo Lakes Drive (60 feet wide) as shown on said plat of Park 8Ninety, and in the southeasterly line of said Restricted Reserve 14;

THENCE South 42°08'26" West, along said southeasterly line of Restricted Reserve 14 and said northwesterly right-of-way line of said Buffalo Lakes Drive, a distance of 277.96 feet to a cut 'X' set in a concrete sidewalk marking the beginning of a tangent curve to the right;

THENCE in a southwesterly direction along said curve to the right, having a radius of 300.00 feet, a central angle of 21°41'39" (chord bears South 52°59'16" West, a distance of 112.91 feet), for a curve length of 113.59 feet to a 5/8-inch iron rod set with cap stamped "Cobb Fendley & Associates" marking the south corner and a point of tangency of said Restricted Reserve 14, and lying in the northeasterly line of said 2.129 acre tract;

THENCE North 47°51'33" West, along the northeasterly line of said 2.129 acre tract, the southwesterly line of said Restricted Reserves 14 and 15 and of the herein described tract, a distance of 596.89 feet to the **POINT OF BEGINNING** and containing 6.060 acres (263,976 square feet) of land.

Notes:

1. This metes and bounds description is referenced to a survey titled "ALTA/NSPS LAND TITLE SURVEY OF RESERVES 14 & 15, BLOCK 3 OUT OF 'PARK 8NINETY', A SUBDIVISION IN FORT BEND AND HARRIS COUNTIES, AND BEING SITUATED IN THE B.B.B. & C.R.R. CO. SURVEY, A-116, FORT BEND COUNTY, MISSOURI CITY, TEXAS" prepared by Cobb, Fendley & Associates, Inc. dated October 3, 2016.
2. Square footage area shown is for information only and surveyor does not certify accuracy of survey to nearest square foot.

**Cobb, Fendley & Associates, Inc.**

TBPLS Firm Registration No. 100467  
13430 Northwest Freeway, Suite 1100  
Houston, Texas 77040  
Phone: (713) 462-3242

Job No. 1507-002-02-01  
October 3, 2016  
Revised October 20, 2016



Exhibit B

Legal Description of Real Property

**DESCRIPTION OF 6.060 ACRES (263,976 SQ. FT.)  
RESTRICTED RESERVES 14 & 15, BLOCK 3  
OUT OF THE B.B.B & C.R.R. CO. SURVEY, A-116  
FORT BEND COUNTY, TEXAS**

All that certain 6.060 acres (263,976 sq. ft.) of land situated in the B.B.B. & C.R.R. CO. SURVEY, A-116, Fort Bend County, Texas, being out of and part of that certain called 52.35 acre tract of land conveyed to AX COUNTY LINE LAND L.P. as recorded under Harris County Clerk's File (H.C.C.F.) Number 20140422624, and being all of Restricted Reserves 14 and 15 out of Block 3, of Park 8Ninety, a subdivision in Harris and Fort Bend Counties as recorded in Plat No. 20160020 of the Map Records of Fort Bend County, Texas, said 6.060 acre tract being more particularly described as follows.

(Bearings based on the Texas Coordinate System, Central Zone, NAD83, 2001 Adjustment)

**COMMENCING** at a 5/8-inch iron rod found with cap stamped "Cobb Fendley & Associates", marking the north corner of that certain called 2.129 acre tract ('Parcel 16BE' – Controlled Access Highway Facility) As filed for record under Harris County Clerk's File Number P117401, Harris County, Texas, and being an interior corner on the southwesterly boundary line of Restricted Reserve 18 of said Park 8Ninety;

THENCE South 47°51'33" East (Bearing Basis), along the southwesterly lines of said Restricted Reserve 18 and Restricted Reserves 16 and 17, a distance of 572.94 feet to a 5/8-inch iron rod set with cap stamped "Cobb Fendley & Associates" marking the south corner of said Restricted Reserve 16 and the west corner of Restricted Reserve 15, and being the **POINT OF BEGINNING** of the herein described tract;

THENCE North 42°08'26" East, along the common line between Restricted Reserves 15 and 16, a distance of 428.86 feet to a 5/8-inch iron rod set with cap stamped "Cobb Fendley & Associates" in the southwesterly right-of-way line of Simpson Drive (60 feet wide) as shown on said plat of Park 8Ninety, and marking the east corner of Restricted Reserve 16, and the north corner of Restricted Reserve 15 and of the herein described tract;

THENCE South 47°51'34" East, along said southwesterly right-of-way line and the northeasterly lines of said Restricted Reserves 14 and 15, a distance of 578.14 feet to a 5/8-inch iron rod set with cap stamped "Cobb Fendley & Associates" in the northeasterly line of said Restricted Reserve 14 and marking the beginning of a tangent curve to the right;

THENCE in a southerly direction along said curve to the right, having a radius of 40.00 feet, and a central angle of 90°00'00" (chord bears South 02°51'34" East, a distance of 56.57 feet), for a curve length of 62.83 feet to a 5/8-inch iron rod set with cap stamped "Cobb Fendley & Associates" marking a point of tangency in the northwesterly right-of-way line of Buffalo Lakes Drive (60 feet wide) as shown on said plat of Park 8Ninety, and in the southeasterly line of said Restricted Reserve 14;

THENCE South 42°08'26" West, along said southeasterly line of Restricted Reserve 14 and said northwesterly right-of-way line of said Buffalo Lakes Drive, a distance of 277.96 feet to a cut 'X' set in a concrete sidewalk marking the beginning of a tangent curve to the right;

THENCE in a southwesterly direction along said curve to the right, having a radius of 300.00 feet, a central angle of 21°41'39" (chord bears South 52°59'16" West, a distance of 112.91 feet), for a curve length of 113.59 feet to a 5/8-inch iron rod set with cap stamped "Cobb Fendley & Associates" marking the south corner and a point of tangency of said Restricted Reserve 14, and lying in the northeasterly line of said 2.129 acre tract;

THENCE North 47°51'33" West, along the northeasterly line of said 2.129 acre tract, the southwesterly line of said Restricted Reserves 14 and 15 and of the herein described tract, a distance of 596.89 feet to the **POINT OF BEGINNING** and containing 6.060 acres (263,976 square feet) of land.

**Notes:**

1. This metes and bounds description is referenced to a survey titled "ALTA/NSPS LAND TITLE SURVEY OF RESERVES 14 & 15, BLOCK 3 OUT OF 'PARK 8NINETY', A SUBDIVISION IN FORT BEND AND HARRIS COUNTIES, AND BEING SITUATED IN THE B.B.B. & C.R.R. CO. SURVEY, A-116, FORT BEND COUNTY, MISSOURI CITY, TEXAS" prepared by Cobb, Fendley & Associates, Inc. dated October 3, 2016.
2. Square footage area shown is for information only and surveyor does not certify accuracy of survey to nearest square foot.

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