

Jessica Castiglione
Commissioner Precinct 1

David Lynch
Commissioner Precinct 3



Keith Lutz
County Judge

Larry Sittre
Commissioner Precinct 2

Danny Lawler
Commissioner Precinct 4

NOTICE OF MEETING
COMMISSIONERS COURT OF MEDINA COUNTY

NOTICE is hereby given that a **REGULAR** meeting of **Commissioners Court** will be held on **Monday, December 30, 2024 at 9:00 AM** in the Commissioners Courtroom, 1300 Avenue M, Hondo, Texas. You may visit our website at www.medinacountytexas.org for agenda postings.

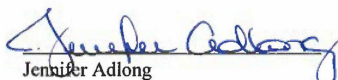
1. Meeting called to order
2. Discuss and take possible action to enter an Order Designating a Reinvestment Zone; Authorizing Medina County's Execution of a Tax Abatement Agreement with Rowan Land Resources LLC; and Authorizing the Execution of a Road Use Agreement and Construction Management Agreement (Clay Binford, McCall Parkhurst & Horton LLP)
3. Visitors / Public Comment
4. Retirement Presentation
5. Discuss and take possible action to approve personnel action forms (HR Director)
6. Discuss and take possible action to approve line-item transfers (Auditor)
7. Discuss and take possible action to approve accounts payable (Treasurer)
8. Discuss and take possible action to approve disbursement of funds since the last Commissioners Court Meeting (Treasurer)
9. Discuss and take possible action to accept Maintenance Bond No.GM244176 for street & drainage improvements in Hunters Ranch Subdivision, Unit 15D, Located in Precinct 2 (MTR Engineers)
10. Discuss and take possible action to approve a Commercial Development Plat creating Shota Center at CR381; Located in Precinct 2 at the intersection of FM 1957 (Potranco Road) and County Road 381 (UP Engineering & Surveying)
11. Presentation and discussion with the Medina Central Appraisal District regarding the possible purchase and renovation of The Ridge Building located at 728 18th Street, Hondo (Johnette Dixon, Chief Appraiser)
12. Presentation of Sexual Assault Response Team (SART) Biennial Report (Scott Simpson, Criminal District Attorney's Office)
13. Discuss and take possible action to approve the American Rescue Plan Agreement with Yancey Water Supply Corporation for construction of Megans Landing Reuse Plant

14. Discuss and take possible action to pass a resolution approving submission of a grant application for the FY 2026 Rifle-Resistant Body Armor Grant Program to the Office of the Governor (Grant Administrator)
15. Discuss and take possible action to pass a resolution approving submission of a grant application for the Body Worn Camera Grant Program to the Office of the Governor (Grant Administrator)
16. Discuss and take possible action to approve an updated Pitney Bowes Inc. Quote approved December 9, 2024, for a postage/mail machine for the Tax Office
17. Discuss and take possible action to appoint board commissioners to the following Emergency Services Districts:
 - Emergency Service District No. 2
 - Emergency Service District No. 5
18. Acknowledgment of County Treasurer Debra Graff completion of Public Information Act and Open Meetings Act training
19. Court Members Announcements
20. Adjourn

Pursuant to the authority granted under Government Code, Chapter 551, the Commissioners Court may convene in executive session to discuss any of the above agenda items. Immediately before any closed session, the specific section or section of Government Code, Chapter 551 that provides statutory authority will be announced.

SIGNED: 
COUNTY JUDGE

I, Administrative Assistant to the County Judge and Commissioners Court, do hereby certify that the above Notice is a true and correct copy of said Notice, posted on the bulletin board at the East Side of the Medina County Courthouse Annex Square, 1300 Avenue M, Hondo, Texas at a place readily accessible to the general public at all times on December 27, 2024, by 9:00 AM. Said notice remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.


Jennifer Adlong



**MEDINA COUNTY
COMMISSIONERS COURT ITEM SUMMARY SHEET**

Agenda Item 2.

Meeting Date: 12/30/2024
Item Title: Reinvestment Zone
Submitted By:

Summary of Request/Problem

Discuss and take possible action to enter an Order Designating a Reinvestment Zone; Authorizing Medina County's Execution of a Tax Abatement Agreement with Rowan Land Resources LLC; and Authorizing the Execution of a Road Use Agreement and Construction Management Agreement (Clay Binford, McCall Parkhurst & Horton LLP)

Recommendation/Action Requested and Justification

Attachments

Order #20241230-1
Chapter 312 Agreement
Construction Management Agreement
Road Use Agreement
Notice to Entities
Impact Analysis
Surety Bond
Natalia ISD Support Letter
Lytle ISD Support Letter

ORDER NO. 20241230-1

AN ORDER OF THE COMMISSIONERS COURT OF MEDINA COUNTY, TEXAS DESIGNATING A REINVESTMENT ZONE UNDER CHAPTER 312, AS AMENDED, TEXAS TAX CODE; AUTHORIZING THE EXECUTION OF A TAX ABATEMENT AGREEMENT WITH ROWAN LAND RESOURCES LLC; AND AUTHORIZING THE EXECUTION OF A ROAD USE AGREEMENT AND CONSTRUCTION MANAGEMENT AGREEMENT RELATING TO THE DEVELOPMENT; RESOLVING OTHER MATTERS IN CONNECTION WITH THE FOREGOING, AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Chapter 312, Texas Tax Code, as amended (*Chapter 312*) authorizes Medina County, Texas (the *County*) to designate a reinvestment zone within the County and enter into an ad valorem tax abatement agreement with any owner of real property located therein; and

WHEREAS, Section 312.002(a) of Chapter 312 provides that the County may not designate an area as a reinvestment zone and enter into a tax abatement agreement unless the Commissioners Court of the County (the *Court*) adopts a resolution stating that the County elects to become eligible to participate in tax abatement; and

WHEREAS, Chapter 312 states that the County cannot designate an area as a reinvestment zone unless the Court has established guidelines and criteria governing tax abatement agreements entered into by the County (*Guidelines and Criteria*); and

WHEREAS, the Court, on December 9, 2024, adopted Resolution No. 2024-12-09-01 in which it adopted Guidelines and Criteria in the form attached thereto; and

WHEREAS, the owners of an area of real property, as further described and identified in Exhibit A hereto (the *Property*), have made application (the *Application*) to the County seeking that it designate such Property as a reinvestment zone under Chapter 312 and, in exchange therefor, such owners will develop the Property in a manner that the Court hereby deems advisable and that would not otherwise occur without such designation; and

WHEREAS, Chapter 312 states that the County cannot adopt an order designating an area as a reinvestment zone and enter into a tax abatement agreement unless (i) the County, at least thirty days before the scheduled meeting, posts notice of the Court's meeting where it will consider approval of a tax abatement agreement; (ii) the Court has held a public hearing on such designation (the *Hearing*) and, at least seven days prior thereto, published notice of the time, place, and subject of the Hearing in a newspaper of general circulation within the County (the *Published Notice*); and (iii) the Court has mailed notice, at least seven days prior thereto, of such meeting, to the presiding officer of the governing body of each taxing unit in which the property to be subject to the agreement is located (the *Mailed Notice*); and

WHEREAS, the Mailed Notice mailed by the County to the Other Taxing Entities included a copy of the Agreement, a map of the Property's location, and a statement regarding the County's intention to enter into the Agreement at the meeting of the Court at which this Order was to be considered; and

WHEREAS, the Court caused the Published Notice to be published in the *Hondo Anvil Herald* on November 21, 2024, posted notice of the meeting where it will consider approval of a tax abatement agreement on November 26, 2024, and mailed the Mailed Notice to the presiding officers of each of Medina County Ground Conservation District, Natalia Independent School District, Medina County Emergency Services District #5, Lytle Independent School District, Medina County Emergency Services District #4, and Medina County Hospital District (together, the *Other Taxing Entities*) on December 17, 2024; and

WHEREAS, the Court conducted the Hearing on December 9, 2024, at which time interested persons were allowed to speak and present evidence for or against the creation of a reinvestment zone upon the Property; and

WHEREAS, the Court hereby finds that the improvements to the Property that are sought (as described in the hereinafter-defined Agreement) are feasible and practical and will be a benefit to the Property and to the County after expiration of a tax abatement agreement entered into by the County pursuant to Chapter 312; and

WHEREAS, the Court hereby finds that all conditions to its creating a reinvestment zone which boundaries are coterminous with the Property, as specified in Chapter 312, have been satisfied and that the County's creating such a reinvestment zone is in its best interests and the best interests of its residents; and

WHEREAS, the County also desires to enter into with Rowan Land Resources LLC (the *Company*) the Chapter 312 Agreement, in the form attached hereto as Exhibit B (the *Agreement*), relating to the Property (which shall comprise the hereinafter defined Zone); and

WHEREAS, the County hereby finds and determines that the Agreement and the Property that is subject thereto meet the applicable provisions of the Guidelines and Criteria; and

WHEREAS, the Court hereby finds that all conditions to its entering into the Agreement, as specified in and required by Chapter 312, have been satisfied and that the County's entering into the Agreement is in its best interests and the best interests of its residents; and

WHEREAS, the County also desires to enter into a road use agreement (the *Road Use Agreement*) and a construction management agreement (the *Construction Management Agreement*) with the Company, in the forms attached hereto as Exhibits C and D, respectively, relating to the development of the Property, entry into which are also in its best interests and the best interests of its residents; and

NOW, THEREFORE, BE IT ORDERED BY THE MEDINA COUNTY COMMISSIONERS COURT:

SECTION 1. Pursuant to and in accordance with Chapter 312, the County hereby designates an area of the County, which boundaries are coterminous with the boundaries of the Property, as a commercial industrial reinvestment zone under Chapter 312 and entitles such reinvestment zone "Rowan Medina Reinvestment Zone" (the *Zone*). The effective date of the Zone's creation shall be the effective date of this Order and such designation shall remain in effect for a period ending on the fifth (5th) anniversary of the date of such effective date.

SECTION 2. In addition to the findings of this Court made in the recitals hereof, the Court finds that (i) the Zone does not include the territory of any municipality and (ii) creation of the Zone will contribute to the retention or expansion of primary employment or will attract major investment within the Zone that will be a benefit to the Property and will contribute to the economic development of the County.

SECTION 3. The Court hereby accepts the Application and finds its contents compliant with the applicable provisions of Chapter 312 and the requirements of the Guidelines and Criteria.

SECTION 4. The Court hereby finds and determines that:

- (a) it has properly elected to become eligible to participate in tax abatement under Chapter 312;
- (b) it has adopted the Guidelines and Criteria at a meeting of the Court that was compliant with the Texas Open Meetings Act;
- (c) the Zone has been duly authorized and created in accordance with the provisions of Chapter 312 after conduct of the Hearing (which Hearing was properly called, held, and conducted, and that notices of such Hearing, in the form of the Published Notice has been published in the Hondo Anvil Herald, a newspaper of general circulation within the County, and the Mailed Notice has been mailed to the presiding officer of the governing body of each of the Other Taxing Entities at least seven days prior to the date of adoption of this Order);
- (d) the Company has submitted the Application to the County to consider tax abatement with respect to the Property and, in response thereto, the Court has found such Application to be compliant with applicable provisions of Chapter 312 and the Guidelines and Criteria and, on the basis thereof, County officials and consultants and the Company have negotiated the terms of the Agreement; and
- (e) that the Agreement is compliant with the Guidelines and Criteria.

SECTION 5. The Court hereby approves and authorizes the County's entering into the Agreement, attached hereto in substantially final form as Exhibit B.

SECTION 6. The Court hereby approves and authorizes the County's entering into other certain agreements that are necessary to be executed in connection with the Agreement, including the Road Use Agreement and Construction Management Agreement, each of which is attached hereto as Exhibit C and Exhibit D, respectively.

SECTION 7. In connection with and as evidence of such approvals, the Court hereby authorizes the County Judge to execute the Agreement, the Road Use Agreement, and the Construction Management Agreement on behalf of the County and as the act and deed of the Court.

SECTION 8. The officers of the County are authorized to take any and all action necessary to carry out the actions described herein or contemplated hereby.

SECTION 9. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Order for all purposes and are adopted as a part of the judgment and findings of the Court.

SECTION 10. All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Order are hereby repealed to the extent of such conflict, and the provisions of this Order shall be and remain controlling as to the matters resolved herein.

SECTION 11. This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 12. If any provision of this Order or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Order and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Court hereby declares that this Order would have been enacted without such invalid provision.

SECTION 13. It is officially found, determined, and declared that the meeting at which this Order is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Order, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 14. This Order shall be in force and effect from and after the date of its adoption, and it is so ordered.

* * *

PASSED AND APPROVED, this the 30th day of December, 2024.

MEDINA COUNTY, TEXAS

County Judge

ATTEST:

County Clerk and Ex-Officio
Clerk of the Commissioners Court

(COUNTY SEAL)

EXHIBIT A

PROPERTY DESCRIPTION AND LOCATION MAP

EXHIBIT A

ROWAN GREEN DATA
CINCO DATA CENTER

SAM Job No. 1021066540
SHEET 1 OF 6

EXHIBIT "A"

83.124 ACRES OR 3,620,903 SQUARE FEET

BEING A TRACT OF LAND LOCATED IN THE MRS. MARY DENSON SURVEY, SECTION NO. 449, ABSTRACT NO. 1444, AND BEING A CALLED 83.05 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED TO F & H FARMS, LLC., A LIMITED LIABILITY COMPANY, RECORDED IN DOCUMENT NO. 2019009041, OFFICIAL PUBLIC RECORDS OF MEDINA COUNTY, TEXAS (O.P.R.M.C.TX.), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 4" X 4" WOOD BLOCK FOUND AT THE NORTHERNMOST NORTHEAST CORNER OF SAID 83.05 ACRE TRACT, SAME BEING A NORTHWEST CORNER OF A CALLED 359.91 ACRE TRACT OF LAND DESCRIBED IN A DEED TO FRIO TURF FARMS, LTD., A TEXAS LIMITED PARTNERSHIP, RECORDED IN INSTRUMENT NO. 2015000428, O.P.R.M.C.TX., AND ON THE SOUTH LINE OF A CALLED 4.816 ACRE TRACT OF LAND DESCRIBED IN A DEED TO HEATHER ANNE GARCIA, RECORDED IN DOCUMENT NO. 2016001883, O.P.R.M.C.TX., FOR THE NORTHEAST CORNER AND POINT OF BEGINNING, HAVING GRID COORDINATES N= 13,629,358.55, E= 2,018,824.55, FROM WHICH A FENCE CORNER POST FOUND AT AN INTERIOR CORNER OF SAID 359.91 ACRE TRACT, SAME BEING THE SOUTHEAST CORNER OF SAID 4.816 ACRE TRACT, BEARS SOUTH 89°56'16" EAST, A DISTANCE OF 698.76 FEET;

THENCE, WITH THE EAST LINE OF SAID 83.05 ACRE TRACT AND THE WEST LINE OF SAID 359.91 ACRE TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) SOUTH 00°01'44" EAST, A DISTANCE OF 1,250.22 FEET TO A 3-1/2" ROUND CONCRETE MONUMENT WITH A 1/2" IRON ROD FOUND AT AN INTERIOR CORNER OF SAID 83.05 ACRE TRACT, SAME BEING A SOUTHWEST CORNER OF SAID 359.91 ACRE TRACT, FOR AN INTERIOR CORNER OF THE TRACT DESCRIBED HEREIN,
- 2) SOUTH 89°54'18" EAST, A DISTANCE OF 496.41 FEET TO A 3-1/2" ROUND CONCRETE MONUMENT WITH A 1/2" IRON ROD FOUND AT A NORTHEAST CORNER OF SAID 83.05 ACRE TRACT, SAME BEING AN INTERIOR CORNER OF SAID 359.91 ACRE TRACT, FOR A NORTHEAST CORNER OF THE TRACT DESCRIBED HEREIN, AND
- 3) SOUTH 00°02'06" EAST, A DISTANCE OF 1,845.66 FEET TO A 3-1/2" ROUND CONCRETE MONUMENT WITH A 1/2" IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID 83.05 ACRE TRACT, SAME BEING THE SOUTHWEST CORNER OF SAID 359.91 ACRE TRACT, ON THE NORTH LINE OF A CALLED 10.00 ACRE TRACT OF LAND DESCRIBED IN A DEED TO FRIO NEWLINE, LP, A DELAWARE LIMITED PARTNERSHIP, RECORDED IN VOLUME 568, PAGE 667, O.P.R.M.C.TX., FOR THE SOUTHEAST CORNER OF THE TRACT DESCRIBED HEREIN, FROM WHICH A 5/8" IRON ROD WITH A CAP STAMPED "RPLS 5458" FOUND AT A SOUTHEAST CORNER OF SAID 359.91 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF SAID 10.00 ACRE TRACT, SAME BEING THE SOUTHWEST CORNER OF A CALLED 1.926 ACRE TRACT OF LAND DESCRIBED IN A DEED TO KOCH GATHERING SYSTEMS, INC., RECORDED IN VOLUME 237, PAGE 997, O.P.R.M.C.TX., AND THE NORTHWEST CORNER OF A CALLED 40.6 ACRE TRACT OF LAND DESCRIBED IN A DEED TO KOCH GATHERING SYSTEMS, INC., RECORDED IN VOLUME 237, PAGE 997, O.P.R.M.C.TX., BEARS SOUTH 89°48'44" EAST, A DISTANCE OF 751.36 FEET;

THENCE NORTH 89°55'58" WEST, WITH THE SOUTH LINE OF SAID 83.05 ACRE TRACT, THE NORTH LINE OF SAID 10.00 ACRE TRACT, AND THE NORTH LINE OF A CALLED 45.630 ACRE TRACT OF LAND DESCRIBED IN A DEED TO ERNESTO BLANCO AND MARIA BLANCO, RECORDED IN VOLUME 94, PAGE 214, O.P.R.M.C.TX., AT 63.38 FEET PASSING A 1/2" IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID 10.00 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF SAID 45.630 ACRE TRACT, AND CONTINUING FOR A TOTAL DISTANCE OF 1,191.94 FEET TO A 3-1/2" ROUND CONCRETE MONUMENT WITH A 1/2" IRON ROD FOUND AT A SOUTHWEST CORNER OF SAID 83.05 ACRE TRACT, SAME BEING THE SOUTHEAST CORNER OF A CALLED 1.48 ACRE TRACT OF LAND DESCRIBED IN A DEED TO AEP TEXAS CENTRAL COMPANY FORMERLY KNOWN AS CENTRAL POWER & LIGHT COMPANY, RECORDED IN VOLUME 87, PAGE 444, DEED RECORDS OF MEDINA COUNTY, TEXAS (D.R.M.C.TX.), ON THE NORTH LINE OF SAID 45.630 ACRE TRACT, FOR A SOUTHWEST CORNER OF THE TRACT DESCRIBED HEREIN;

EXHIBIT "A"

THENCE, WITH THE SOUTH LINE OF SAID 83.05 ACRE TRACT AND THE EAST, NORTH AND WEST LINES OF SAID 1.48 ACRE TRACT, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- 1) NORTH 00°11'19" WEST, A DISTANCE OF 208.32 FEET TO A 3-1/2" ROUND CONCRETE MONUMENT WITH A 1/2" IRON ROD FOUND AT AN INTERIOR CORNER OF SAID 83.05 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF SAID 1.48 ACRE TRACT, FOR AN INTERIOR CORNER OF THE TRACT DESCRIBED HEREIN,
- 2) NORTH 89°59'15" WEST, A DISTANCE OF 208.55 FEET TO A 3-1/2" ROUND CONCRETE MONUMENT WITH A 1/2" IRON ROD FOUND AT AN INTERIOR CORNER OF SAID 83.05 ACRE TRACT, SAME BEING A NORTHWEST CORNER OF SAID 1.48 ACRE TRACT, FOR AN INTERIOR CORNER OF THE TRACT DESCRIBED HEREIN,
- 3) SOUTH 00°14'04" WEST, A DISTANCE OF 178.49 FEET TO A 3-1/2" ROUND CONCRETE MONUMENT WITH A 1/2" IRON ROD FOUND AT A SOUTHEAST CORNER OF SAID 83.05 ACRE TRACT, SAME BEING AN INTERIOR CORNER OF SAID 1.48 ACRE TRACT, FOR A SOUTHEAST CORNER OF THE TRACT DESCRIBED HEREIN, AND
- 4) SOUTH 89°56'52" WEST, AT 699.66 FEET PASSING A 3-1/2" ROUND CONCRETE MONUMENT WITH A 1/2" IRON ROD FOUND, AND CONTINUING FOR A TOTAL DISTANCE OF 703.49 FEET TO A_m CALCULATED POINT AT THE SOUTHWEST CORNER OF SAID 83.05 ACRE TRACT, SAME BEING THE WESTERNMOST NORTHWEST CORNER OF SAID 1.48 ACRE TRACT, ON THE EAST MARGIN OF NATALIA CANAL, FOR THE SOUTHWEST CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE, WITH THE WEST LINE OF SAID 83.05 ACRE TRACT AND THE EAST MARGIN OF NATALIA CANAL, THE FOLLOWING FOURTEEN (14) COURSES AND DISTANCES:

- 1) WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 213.44 FEET, A CENTRAL ANGLE OF 25°42'49", AN ARC LENGTH OF 95.79 FEET, AND A CHORD WHICH BEARS NORTH 13°04'15" EAST, A DISTANCE OF 94.99 FEET TO A CALCULATED POINT,
- 2) NORTH 00°12'50" EAST, A DISTANCE OF 235.54 FEET TO A CALCULATED POINT,
- 3) WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 119.02 FEET, A CENTRAL ANGLE OF 44°26'00", AN ARC LENGTH OF 92.30 FEET, AND A CHORD WHICH BEARS NORTH 22°25'50" EAST, A DISTANCE OF 90.00 FEET TO A CALCULATED POINT,
- 4) NORTH 44°38'50" EAST, A DISTANCE OF 229.74 FEET TO A CALCULATED POINT,
- 5) WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 178.73 FEET, A CENTRAL ANGLE OF 33°00'00", AN ARC LENGTH OF 102.94 FEET, AND A CHORD WHICH BEARS NORTH 61°08'50" EAST, A DISTANCE OF 101.53 FEET TO A CALCULATED POINT,
- 6) NORTH 77°38'50" EAST, A DISTANCE OF 139.82 FEET TO A CALCULATED POINT,
- 7) WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 239.04 FEET, A CENTRAL ANGLE OF 86°30'00", AN ARC LENGTH OF 360.88 FEET, AND A CHORD WHICH BEARS NORTH 34°23'50" EAST, A DISTANCE OF 327.57 FEET TO A CALCULATED POINT,
- 8) NORTH 08°51'10" WEST, A DISTANCE OF 584.10 FEET TO A CALCULATED POINT,
- 9) WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 119.02 FEET, A CENTRAL ANGLE OF 47°34'00", AN ARC LENGTH OF 98.81 FEET, AND A CHORD WHICH BEARS NORTH 14°55'50" EAST, A DISTANCE OF 96.00 FEET TO A CALCULATED POINT,
- 10) NORTH 38°42'50" EAST, A DISTANCE OF 1,019.87 FEET TO A CALCULATED POINT,

EXHIBIT "A"

- 11) WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 299.01 FEET, A CENTRAL ANGLE OF 52°43'05", AN ARC LENGTH OF 275.12 FEET, AND A CHORD WHICH BEARS NORTH 12°19'50" EAST, A DISTANCE OF 265.51 FEET TO A CALCULATED POINT,
- 12) NORTH 14°01'42" WEST, A DISTANCE OF 51.09 FEET TO A CALCULATED POINT,
- 13) WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 83.14 FEET, A CENTRAL ANGLE OF 63°22'47", AN ARC LENGTH OF 91.97 FEET, AND A CHORD WHICH BEARS NORTH 17°36'18" EAST, A DISTANCE OF 87.36 FEET TO A CALCULATED POINT, AND
- 14) NORTH 49°16'50" EAST, A DISTANCE OF 435.76 FEET TO A CALCULATED POINT AT THE NORTHWEST CORNER OF SAID 83.05 ACRE TRACT, SAME BEING THE SOUTHWEST CORNER OF SAID 4.816 ACRE TRACT, FOR THE NORTHWEST CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE, SOUTH 89°56'16" EAST, WITH THE NORTH LINE OF SAID 83.05 ACRE TRACT AND THE SOUTH LINE OF SAID 4.816 ACRE TRACT, A DISTANCE OF 3.35 FEET TO THE POINT OF BEGINNING OF THE TRACT DESCRIBED HEREIN, CONTAINING 83.124 ACRES, MORE OR LESS.

NORTH, BEARINGS, DISTANCES AND COORDINATES SHOWN HEREON ARE SURFACE VALUES DERIVED FROM THE TEXAS COORDINATE SYSTEM OF 1983 (2011), SOUTH CENTRAL ZONE (4204). DISTANCES SHOWN ARE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 0.9998336796.

PLAT OF EVEN DATE ACCOMPANIES, AND IS CONSIDERED AN INTEGRAL PART OF THIS DESCRIPTION.


11/03/2022
RIZK IKHRAIS
TEXAS PROFESSIONAL LAND SURVEYOR NUMBER 5381
SURVEYING AND MAPPING, LLC.
TEXAS FIRM REGISTRATION NO. 10064300



EXHIBIT "A"

357.24 ACRES OR 15,561,284 SQUARE FEET

BEING A 357.24 ACRE TRACT OF LAND LOCATED IN THE MRS. MARY DENSON SURVEY, SECTION NO. 449, ABSTRACT NO. 1444, AND THE GEORGE RISSMAN SURVEY, SECTION NO. 450-1/2 ABSTRACT NO. 820, AND BEING A PORTION OF A CALLED 359.91 ACRE TRACT OF LAND TO FRIO TURF FARMS, LTD., A TEXAS LIMITED PARTNERSHIP, DESCRIBED IN INSTRUMENT NUMBER 2015000428, OFFICIAL PUBLIC RECORDS, MEDINA COUNTY, TEXAS (O.P.R.M.C.TX.), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH CAP STAMPED "ALLEN RPLS 5401" FOUND AT THE NORTHEAST CORNER OF SAID 359.91 ACRE TRACT, SAME BEING THE SOUTHEAST CORNER OF A CALLED 5.397 ACRE TRACT OF LAND TO JOSE JESUS MEDINA, DESCRIBED IN A DEED RECORDED IN INSTRUMENT NUMBER 2018008885, O.P.R.M.C.TX. AND ON THE WEST MARGIN OF COUNTY ROAD 683, FOR THE POINT OF BEGINNING OF THE TRACT DESCRIBED HEREIN; (GRID COORDINATES X: 2,024,015.43', Y: 13,629,626.13');

THENCE SOUTH 11°20'42" EAST, WITH THE EAST LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE WEST MARGIN OF COUNTY ROAD 683, A DISTANCE OF 618.41 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "SAM" SET FOR A SOUTHEAST CORNER OF THE TRACT DESCRIBED HEREIN, FROM WHICH A 3-INCH STEEL FENCE POST FOUND AT A SOUTHEAST CORNER OF SAID 359.91 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF A CALLED 3.94 ACRE TRACT OF LAND TO JASON SHIPMAN AND MEGAN SHIPMAN, HUSBAND AND WIFE, DESCRIBED IN INSTRUMENT NUMBER 2015003247, O.P.R.M.C.TX., AND ON THE WEST MARGIN OF COUNTY ROAD 683, BEARS SOUTH 11°20'42" EAST, A DISTANCE OF 268.55 FEET;

THENCE OVER AND ACROSS SAID 359.91 ACRE TRACT, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

- 1) NORTH 61°01'17" WEST, A DISTANCE OF 28.66 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "SAM" SET FOR AN ANGLE CORNER OF THE TRACT DESCRIBED HEREIN,
- 2) SOUTH 75°57'36" WEST, A DISTANCE OF 111.08 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "SAM" SET FOR AN ANGLE CORNER OF THE TRACT DESCRIBED HEREIN,
- 3) SOUTH 70°32'22" WEST, A DISTANCE OF 97.06 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "SAM" SET FOR AN ANGLE CORNER OF THE TRACT DESCRIBED HEREIN,
- 4) SOUTH 60°01'26" WEST, A DISTANCE OF 46.69 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "SAM" SET FOR AN ANGLE CORNER OF THE TRACT DESCRIBED HEREIN,
- 5) SOUTH 36°47'46" WEST, A DISTANCE OF 48.20 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "SAM" SET FOR AN ANGLE CORNER OF THE TRACT DESCRIBED HEREIN,
- 6) SOUTH 17°28'30" WEST, A DISTANCE OF 48.92 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "SAM" SET FOR AN ANGLE CORNER OF THE TRACT DESCRIBED HEREIN,
- 7) SOUTH 09°33'46" WEST, A DISTANCE OF 128.52 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "SAM" SET FOR AN ANGLE CORNER OF THE TRACT DESCRIBED HEREIN, AND
- 8) NORTH 87°22'52" EAST, A DISTANCE OF 36.73 FEET TO A 3-INCH METAL FENCE POST FOUND AT AN EXTERIOR CORNER OF SAID 359.91 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF SAID 3.94 ACRE TRACT, FOR AN ANGLE CORNER OF THE TRACT DESCRIBED HEREIN;

EXHIBIT "A"

THENCE WITH AN EAST LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE WEST LINE OF SAID 3.94 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) SOUTH 24°26'13" WEST, A DISTANCE OF 168.30 FEET TO A FENCE POST FOUND FOR AN ANGLE CORNER OF THE TRACT DESCRIBED HEREIN, AND
- 2) SOUTH 00°14'38" EAST, A DISTANCE OF 276.39 FEET TO A 5/8-INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID 3.94 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF A CALLED 1.77 ACRE TRACT OF LAND TO CATHERINE A. CARROLL DESCRIBED IN A DEED RECORDED IN VOLUME 135, PAGE 1118, O.P.R.M.C.TX., FOR AN ANGLE CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE WITH THE EAST AND NORTH LINES OF SAID 359.91 ACRE TRACT, SAME BEING THE WEST AND SOUTH LINES OF SAID 1.77 ACRE TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) SOUTH 00°10'38" EAST, A DISTANCE OF 173.03 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "HOWARD SURVEYING" FOUND AT AN INTERIOR CORNER OF SAID 359.91 ACRE TRACT, SAME BEING A SOUTHWEST CORNER OF SAID 1.77 ACRE TRACT, FOR AN INTERIOR CORNER OF THE TRACT DESCRIBED HEREIN,
- 2) NORTH 88°59'38" EAST, A DISTANCE OF 116.88 FEET TO A 3-INCH STEEL FENCE POST FOUND AT A NORTHEAST CORNER OF SAID 359.91 ACRE TRACT, SAME BEING AN INTERIOR CORNER OF SAID 1.77 ACRE TRACT, FOR A NORTHEAST CORNER OF THE TRACT DESCRIBED HEREIN, AND
- 3) SOUTH 00°08'09" EAST, A DISTANCE OF 41.73 FEET TO A 10-INCH WOODEN FENCE POST FOUND AT THE SOUTHWEST CORNER OF SAID 1.77 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF A CALLED 4.852 ACRE TRACT OF LAND TO ALAN RAY GUIDRY, DESCRIBED IN VOLUME 596, PAGE 256, O.P.R.M.C.TX., FOR AN ANGLE CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE SOUTH 04°58'03" WEST, WITH AN EAST LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE WEST LINE OF SAID 4.852 ACRE TRACT AND THE WEST LINE OF A CALLED 4.714 ACRE TRACT OF LAND TO GAYLE JEAN GUIDRY, DESCRIBED IN VOLUME 596, PAGE 258, O.P.R.M.C.TX., A DISTANCE OF 1,018.41 FEET TO A 5-INCH WOOD FENCE POST FOUND AT A SOUTHEAST CORNER OF SAID 359.91 ACRE TRACT, SAME BEING THE SOUTHWEST CORNER OF SAID 4.714 ACRE TRACT, AND ON THE NORTH MARGIN OF THE UNION PACIFIC RAILROAD, FOR A SOUTHEAST CORNER OF THE TRACT DESCRIBED HEREIN, FROM WHICH A 1/2-INCH IRON ROD WITH CAP STAMPED "RPLS 5401" FOUND AT THE SOUTHEAST CORNER OF SAID 4.714 ACRE TRACT, SAME BEING ON THE NORTH MARGIN OF THE UNION PACIFIC RAILROAD, BEARS NORTH 62°48'29" EAST, A DISTANCE OF 432.01 FEET, AND NORTH 61°05'46" EAST, A DISTANCE OF 291.45 FEET;

THENCE SOUTH 59°01'48" WEST, WITH THE SOUTHEAST LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE NORTHWEST MARGIN OF UNION PACIFIC RAILROAD, A DISTANCE OF 2490.48 FEET TO A FENCE POST FOUND AT A SOUTH CORNER OF SAID 359.91 ACRE TRACT, SAME BEING THE EAST CORNER OF A CALLED 8.00 ACRE TRACT OF LAND TO PAUL NEAL AND STACY NEAL CONVEYED IN VOLUME 828, PAGE 1112, O.P.R.M.C.TX., AND DESCRIBED IN VOLUME 515, PAGE 682, DEED RECORDS, MEDINA COUNTY, TEXAS (O.P.R.M.C.TX.), AND ON THE NORTH MARGIN OF UNION PACIFIC RAILROAD, FOR A SOUTH CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE NORTH 41°16'10" WEST, WITH A SOUTHWEST LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE NORTHEAST LINE OF SAID 8.00 ACRE TRACT, AND THE NORTHEAST LINE OF A CALLED 40.6 ACRE TRACT OF LAND TO KOCH GATHERING SYSTEMS, INC., DESCRIBED IN VOLUME 237, PAGE 997, O.P.R.M.C.TX., A DISTANCE OF 1,140.84 FEET TO A FENCE POST FOUND AT AN INTERIOR CORNER OF SAID 359.91 ACRE TRACT, SAME BEING THE NORTH CORNER OF SAID 40.6 ACRE TRACT, AND THE EAST CORNER OF A CALLED 1.926 ACRE TRACT OF LAND TO KOCH GATHERING SYSTEMS, INC., DESCRIBED IN VOLUME 237, PAGE 997, O.P.R.M.C.TX., FOR AN INTERIOR CORNER OF THE TRACT DESCRIBED HEREIN;

EXHIBIT "A"

THENCE SOUTH 76°35'11" WEST, WITH A SOUTH LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE NORTH LINE OF SAID 1.926 ACRE TRACT, A DISTANCE OF 867.19 FEET, TO A 5/8-INCH IRON ROD WITH CAP STAMPED "SAM" SET AT AN INTERIOR CORNER OF SAID 359.91 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF SAID 1.926 ACRE TRACT, FOR AN INTERIOR CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE SOUTH 00°03'27" WEST, WITH AN EAST LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE WEST LINE OF SAID 1.926 ACRE TRACT, A DISTANCE OF 199.15 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "RPLS 5458" FOUND AT A SOUTHEAST CORNER OF SAID 359.91 ACRE TRACT, SAME BEING THE SOUTHWEST CORNER OF SAID 1.926 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF SAID 40.6 ACRE TRACT AND THE NORTHEAST CORNER OF A CALLED 10.00 ACRE TRACT OF LAND TO FRIO NEWLINE, LP, A DELAWARE LIMITED PARTNERSHIP, ACTING THROUGH FN GP, LLC, ITS GENERAL PARTNER, DESCRIBED IN VOLUME 568, PAGE 667, O.P.R.M.C.TX., FOR A SOUTHEAST CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE NORTH 89°48'44" WEST, WITH A SOUTH LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE NORTH LINE OF SAID 10.00 ACRE TRACT, A DISTANCE OF 751.37 FEET TO A 3-1/2-INCH ROUND CONCRETE MONUMENT WITH A 1/2-INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID 359.91 ACRE TRACT, SAME BEING THE SOUTHEAST CORNER OF A CALLED 83.05 ACRE TRACT OF LAND TO F&H FARMS, LLC, A TEXAS LIMITED LIABILITY COMPANY, DESCRIBED IN INSTRUMENT NUMBER 2019009041, O.P.R.M.C.TX., ON THE NORTH LINE OF SAID 10.00 ACRE TRACT, FOR THE SOUTHWEST CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE NORTH 00°02'06" WEST, WITH THE WEST LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE EAST LINE OF SAID 83.05 ACRE TRACT, A DISTANCE OF 1,845.66 FEET TO A 3-1/2-INCH ROUND CONCRETE MONUMENT WITH A 1/2-INCH IRON ROD FOUND AT AN INTERIOR CORNER OF SAID 359.91 ACRE TRACT, SAME BEING A NORTHEAST CORNER OF SAID 83.05 ACRE TRACT, FOR AN INTERIOR CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE NORTH 89°54'18" WEST, WITH A SOUTH LINE OF SAID 359.91 ACRE TRACT, SAME BEING A NORTH LINE OF SAID 83.05 ACRE TRACT, A DISTANCE OF 496.41 FEET TO A 3-1/2-INCH ROUND CONCRETE MONUMENT WITH A 1/2-INCH IRON ROD FOUND AT AN EXTERIOR CORNER OF SAID 359.91 ACRE TRACT, SAME BEING AN INTERIOR CORNER OF SAID 83.05 ACRE TRACT, FOR AN EXTERIOR CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE NORTH 00°01'44" WEST, WITH A WEST LINE OF SAID 359.91 ACRE TRACT, SAME BEING AN EAST LINE OF SAID 83.05 ACRE TRACT, A DISTANCE OF 1,250.22 FEET TO A 4-INCH BY 4-INCH WOODEN BLOCK FOUND AT A NORTHWEST CORNER OF SAID 359.91 ACRE TRACT, SAME BEING A NORTHEAST CORNER OF SAID 83.05 ACRE TRACT, AND ON THE SOUTH LINE OF A CALLED 4.816 ACRE TRACT OF LAND TO HEATHER ANNE GARCIA, DESCRIBED IN INSTRUMENT NUMBER 2016001883, O.P.R.M.C.TX., FOR A NORTHWEST CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE SOUTH 89°56'16" EAST, WITH A NORTH LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE SOUTH LINE OF SAID 4.816 ACRE TRACT, A DISTANCE OF 698.78 FEET TO A FENCE CORNER POST FOUND AT AN INTERIOR CORNER OF SAID 359.91 ACRE TRACT, SAME BEING THE SOUTHEAST CORNER OF SAID 4.816 ACRE TRACT, FOR AN INTERIOR CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE NORTH 00°02'27" WEST, WITH A WEST LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE EAST LINE OF SAID 4.816 ACRE TRACT, A DISTANCE OF 499.57 FEET TO A FENCE CORNER POST FOUND AT A NORTHWEST CORNER OF SAID 359.91 ACRE TRACT, SAME BEING A SOUTHWEST CORNER OF A CALLED 22.956 ACRE TRACT OF LAND TO DAVID GEORGE GARCIA, DESCRIBED IN VOLUME 483, PAGE 727, O.P.R.M.C.TX., ON THE EAST LINE OF SAID 4.816 ACRE TRACT, FOR A NORTHWEST CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE NORTH 89°50'06" EAST, WITH THE NORTH LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE SOUTH LINE OF SAID 22.956 ACRE TRACT, A DISTANCE OF 1390.15 FEET TO A FENCE CORNER POST FOUND AT AN EXTERIOR CORNER OF SAID 359.91 ACRE TRACT, SAME BEING AN INTERIOR CORNER OF SAID 22.956 ACRE TRACT, FOR AN EXTERIOR ANGLE CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE SOUTH 00°30'20" EAST, WITH AN EAST LINE OF SAID 359.91 ACRE TRACT, SAME BEING A WEST LINE OF SAID 22.956 ACRE TRACT, DISTANCE OF 241.28 FEET TO A FENCE CORNER POST FOUND AT AN INTERIOR CORNER OF SAID 359.91 ACRE TRACT, SAME BEING AN EXTERIOR CORNER OF SAID 22.956 ACRE TRACT, FOR AN INTERIOR CORNER OF THE TRACT DESCRIBED HEREIN;

EXHIBIT "A"

THENCE NORTH 89°49'24" EAST, WITH THE NORTH LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE SOUTH LINE OF SAID 22.956 ACRE TRACT AND THE SOUTH LINE OF A CALLED 5.338 ACRE TRACT OF LAND (TRACT 1) TO ROBERT S. MARTINEZ, DESCRIBED IN VOLUME 517, PAGE 694, O.P.R.M.C.TX., A DISTANCE OF 1,064.41 FEET TO A 5/8-INCH IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID 5.338 ACRE TRACT, SAME BEING THE SOUTHWEST CORNER OF LOT 8 OF THE STAR CROSSING SUBDIVISION, DESCRIBED IN VOLUME 10, PAGE 29, PLAT RECORDS, MEDINA COUNTY, TEXAS (P.R.M.C.TX.), FOR AN ANGLE CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE SOUTH 89°39'45" EAST, WITH THE NORTH LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE SOUTH LINE OF SAID LOT 8, A DISTANCE OF 292.23 FEET TO A 5/8" IRON ROD WITH CAP FOUND AT THE SOUTHEAST CORNER OF SAID LOT 8, SAME BEING THE SOUTHWEST CORNER OF LOT 9 OF SAID STAR CROSSING SUBDIVISION, FOR AN ANGLE CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE SOUTH 89°40'03" EAST, WITH THE NORTH LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 244.43 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ALLEN RPLS 5401" FOUND AT THE SOUTHEAST CORNER OF SAID LOT 9, SAME BEING THE SOUTHWEST CORNER OF A CALLED 1.990 ACRE TRACT OF LAND TO MELINDA SUE CARROLL-CONOVER, DESCRIBED IN INSTRUMENT NUMBER 2011000343, O.P.R.M.C.TX., FOR AN ANGLE CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE NORTH 89°41'05" EAST, WITH THE NORTH LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE SOUTH LINE OF SAID 1.990 ACRE TRACT, A DISTANCE OF 179.88 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ALLEN RPLS 5401" FOUND AT THE SOUTHEAST CORNER OF SAID 1.990 ACRE TRACT, SAME BEING THE SOUTHEAST CORNER OF SAID CALLED 5.397 ACRE TRACT FOR AN ANGLE CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE NORTH 89°47'09" EAST, WITH THE NORTH LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE SOUTH LINE OF SAID 5.397 ACRE TRACT, A DISTANCE OF 1,320.13 FEET TO THE POINT OF BEGINNING OF THE TRACT DESCRIBED HEREIN, CONTAINING 357.24 ACRES OF LAND, MORE OR LESS.

NORTH, BEARINGS, DISTANCES, AND COORDINATES SHOWN HEREON ARE SURFACE VALUES DERIVED FROM THE TEXAS COORDINATE SYSTEM OF 1983 (2011), SOUTH CENTRAL ZONE (4204). DISTANCES SHOWN ARE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 0.9998336796.

PLAT OF EVEN DATE ACCOMPANIES, AND IS CONSIDERED AN INTEGRAL PART OF THIS DESCRIPTION.


11/01/2022
RIZK IKHRAIS
TEXAS PROFESSIONAL LAND SURVEYOR NUMBER 5381
SURVEYING AND MAPPING, LLC.
TEXAS FIRM REGISTRATION NO. 10064300



EXHIBIT B

CHAPTER 312 AGREEMENT

**CHAPTER 312 AGREEMENT
BETWEEN
MEDINA COUNTY, TEXAS AND ROWAN LAND RESOURCES LLC**

This Agreement (this “**Agreement**”), dated and effective as of December 30, 2024 (the “**Effective Date**”), is entered into by and between Medina County, Texas, a political subdivision of the State of Texas (the “**County**”), and Rowan Land Resources LLC (the “**Company**”), pursuant to the Constitution and general laws of the State of Texas including Chapter 312, as amended, Texas Tax Code. The County and the Company are referred to herein, individually, as a “**Party**” and, collectively, as the “**Parties.**”

PREAMBLE

WHEREAS, the Commissioners Court (the “**Court**”) of the County recognizes the importance of its continued role in local economic development and the protection and promotion of the health, safety, and welfare of its inhabitants; and

WHEREAS, the Company has identified approximately 440 acres of land located in Commissioner Precinct No. 3 of the County, as more particularly described in **Exhibit A** (the “**Property**”), that is suitable for development of a Data Center and related infrastructure; and

WHEREAS, the Company, subject to receipt of financial incentives from the County as herein described, has selected the Property over other competing locations as the optimal site for Project development; and

WHEREAS, the County adopted its Guidelines and Criteria consistent with Section 312.002 of the Texas Tax Code on December 9, 2024; and

WHEREAS, to support the authorization and the execution of this Agreement, the County has heretofore created and there now exists Reinvestment Zone Number Three, Medina County, Texas (the “**Reinvestment Zone**”), whose boundaries are coterminous with the Property; and

WHEREAS, in determining to award certain tax Abatements to the Company and certain Permitted Occupants, the County hereby finds that the enhancement and improvement of the Property resulting from Project development will substantially advance legitimate County interests hereinbefore described and benefit the County and its residents by, among other things, increasing the County’s property and sales tax bases, providing enhanced employment opportunities within the County, and serving as a catalyst for additional, beneficial development in and around the Property and other areas within the County; and

NOW, THEREFORE, for and in consideration of the above stated recitals, which are made a part of this Agreement for all purposes, the benefits described below, and the mutual promises expressed herein, the sufficiency of which is hereby acknowledged by the Parties, the Parties hereby contract, covenant, and agree as follows:

I. DEFINITIONS

1.01. Construction of Terms. All terms and phrases defined herein shall have the meanings and definitions ascribed thereto. Terms that have well known technical, municipal, or construction or development industry meanings are used in accordance with such recognized meanings, unless otherwise defined herein or unless the context clearly indicates a different meaning. If appropriate in the context of this Agreement, words of the singular shall be considered to include the plural, words of the plural shall be considered to include the singular, and words of the masculine, feminine, or neuter gender shall be considered to include the other genders. The titles given to any article or section of this Agreement are for convenience of reference only and are not intended to modify the meaning of the article or section.

1.02. Definition of Certain Terms. As used in this Agreement, and in addition to those terms defined in the preamble above, the following terms shall have the meanings set out below:

“Abatement” shall refer to the forbearance to charge all or a portion of a County Tax, only as expressly provided for herein and as authorized by the Act.

“Abatement Period” means the ten year periods defined herein for any of the Phase 1 through Phase 5 Real Property Phases or the Phase 1 through Phase 4 Personal Property Phases.

“Act” means, together, Chapter 312, as amended, Texas Tax Code.

“Annual Compliance Certificate” means a certificate, annually completed and delivered to the County in accordance with Section 4.17, in substantially the form attached hereto as **Exhibit G**.

“Assessed Property” means the Property, all Improvements thereon, and all Personal Property located thereon or therein, owned by the Company or a Permitted Occupant and that are subject to ad valorem taxation under applicable Texas law.

“Assessed Value” means the value of any of the Assessed Property, as determined on an annual basis by the Medina County Appraisal District for purposes of ad valorem taxation.

“Authorizing Order” means County Order No. 20241230-1 adopted by the Court on December 30, 2024, which Order authorizes the County’s entering into this Agreement and other matters necessary or incidental to the foregoing, all in accordance with the Act.

“Bankruptcy Event” means (a) commencement of an involuntary proceeding or an involuntary petition shall be filed seeking (i) liquidation, reorganization, or other relief in respect of the Company or of a substantial part of the assets of the Company under any insolvency or debtor relief law or (ii) the appointment of a receiver, trustee, liquidator, custodian, sequestrator, conservator, or similar official for the Company or a substantial part of the Company’s assets and, in any case referred to in the foregoing clauses (i) and (ii), such proceeding or petition shall continue undismissed for sixty (60) days or an order or decree approving or ordering any of the foregoing shall be entered; or (b) the Company shall (i) apply for or consent to the appointment of

a receiver, trustee, liquidator, custodian, sequestrator, conservator or similar official for the Company or for a substantial part of the Company's assets, or (ii) generally not be paying its debts as they become due unless such debts are the subject of a bona fide dispute, or (iii) make a general assignment for the benefit of creditors, or (iv) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition with respect to it described in clause (b)(i) of this definition, or (v) commence a voluntary proceeding under any insolvency or debtor relief law, or file a voluntary petition seeking liquidation, reorganization, an arrangement with creditors or an order for relief under any insolvency debtor relief law, or (i) file an answer admitting the material allegations of a petition filed against it in any proceeding referred to in the foregoing clauses (i) through (v), inclusive, of this part (b), and, in any case referred to in the foregoing clauses (i) through (v), such action has not been cured within twenty (20) days thereafter.

"Building" means the dedicated commercial space containing computing and communications networking equipment that will have a maximum of 350,000 square feet of space and a maximum of two stories (with each story generally being up to twenty-eight feet (28') when measured floor-to-ceiling).

"City" means the City of Lytle, Texas.

"Commencement of Construction" means commencement of Construction of a Phase, as evidenced by delivery to the County of a Construction Commencement Certificate.

"Community Engagement Agreement" means the Community Engagement Agreement, a copy of which is attached hereto as **Exhibit I** and hereby incorporated by reference for all purposes as though reproduced in its entirety herein, that provides the terms by which the Company has agreed to adhere.

"Company Affiliate" means any entity that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, the Company. For this purpose, the term *"control"* shall mean direct or indirect ownership of more than fifty percent (50%) of the voting stock of a corporation (or equivalent equity interest for other types of entities) or the power to direct or cause the direction of the management and policies of the controlled entity, whether through the ownership of voting securities, by contract or otherwise.

"Completion of Construction" means substantial completion of Construction of a Phase, as evidenced by delivery to the County of a Construction Completion Certificate.

"Construction" means active work on the Property to develop a Phase, including delivery of equipment and materials to the Property in anticipation of commencement of work (but excluding site visits, exploration, surveys, testing, and other due diligence activities), after receipt of all necessary permits and approvals to actually commence such work.

"Construction Commencement Certificate" means a certificate indicating Commencement of Construction of a Phase, in substantially the form attached hereto as **Exhibit D**.

“Construction Completion Certificate” means a certificate indicating Completion of Construction of a Phase, in substantially the form attached hereto as **Exhibit E**.

“County Tax Rate” means the annual ad valorem tax rate adopted by the Court for general maintenance and operating purposes, specifically excluding the County’s road and bridge tax and ad valorem tax levied for payment of debt service (also known as the interest and sinking fund tax).

“County Taxes” means those annual ad valorem tax collections realized by the County from the Court’s annual levy of the County Tax Rate upon the Assessed Value for general maintenance and operating purposes (but specifically excluding the County ad valorem tax revenues realized from its levy of a road and bridge tax and an interest and sinking fund tax).

“Court” means the County Commissioners Court.

“CPI-W” means the Consumer Price Index for Urban Wage Earners and Clerical Workers, published by the United States Bureau of Labor Statistics and updated on a monthly basis.

“Data Center” means up to ten Buildings and their related facilities in up to five Real Property Phases and up to four Personal Property Phases, including (without limitation) those facilities used to house computer systems and associated telecommunications, storage, cooling, power supplies, generators, racking systems, power systems, mechanical systems, security systems, offices for the processing and storage of data and related infrastructure such as access, parking, and drainage.

“Development Duration” means a Phase’s period of development, commencing with respect to such Phase upon its Commencement of Construction and concluding upon its Completion of Construction.

“Force Majeure Event” means war, act of terrorism, civil commotion, pandemic, quarantine, fire, severe flood, hurricane, tornado, explosion, court order, or change in requirements of applicable law in existence as of the date hereof or other similar events or circumstances that are outside of the Company’s control, but only to the extent that such events or circumstances delay final completion of the Project or otherwise make the Company’s construction of the Project impracticable or impossible after taking reasonable steps to mitigate the effects thereof.

“Improvement” has the meaning ascribed thereto in Section 1.04(3), as amended, Texas Tax Code.

“Joinder Agreement” means a completed and executed Joinder Agreement in substantially the form attached hereto as **Exhibit F**.

“Minimum Jobs Requirement” means the cumulative creation and maintenance of at least 40 full-time equivalent employment opportunities attributable to the Project by the Company and/or each Permitted Occupant, available within the County, and compensated at a monetary level at least equal to the Minimum Salary.

“Minimum Salary” means an annual salary of 120% of the County average weekly wage beginning on January 1 of the 5th year after the year in which the first Construction Completion Certificate is delivered and thereafter adjusted annually on December 31 of each remaining year of the Term (on a percentage basis based on movement in the CPI-W from the prior December 31).

“Permitted Occupant” means each of Company’s tenants, the Tenants’ Affiliates, and on-site operators occupying and/or operating all or a portion of the Project who sign and deliver to the County a Joinder Agreement.

“Personal Property” has the meaning ascribed thereto in Section 1.04(4), as amended, Texas Tax Code.

“Personal Property Phase” shall mean and include the Personal Property described and rendered in each Personal Property Phase Certificate.

“Personal Property Phase Certificate” means a certificate in the form attached hereto as **Exhibit B**.

“Phase” or ***“Phases”*** means any one or more of Phase 1 through Phase 5 Real Property Phases or Phase 1 through Phase 4 Personal Property Phases.

“Placed Into Service” means the time that a developed portion of any Data Center is first placed by the Company or a Permitted Occupant in a condition or state of readiness and availability for its specifically assigned function.

“Project” means the development of one or more Buildings, not to exceed ten Buildings in aggregate, in up to five Phases on the Property, which (upon completion) is herein also referred to as the Data Center.

“Real Property Phase 1” is defined as set forth in Section 3.03.

“Real Property Phase 2, 3, 4, or 5” is defined as set forth in Section 3.04.

“Real Property Phase Certificate” means a certificate in the form attached hereto as **Exhibit C**.

“State” means the State of Texas.

“State Sales Tax Exemption Program” means the State’s program of temporary exemption from payment of State sales and use tax in connection with development of qualifying data centers, including (as contemplated by the Company) the Data Center, rules for which are included in Texas Administrative Code Title 34, Part 1, Chapter 3, Subchapter O, Rule § 3.335.

“Taxes” means all present or future taxes (including ad valorem taxes and sales and use taxes), levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed upon the real, personal, or mixed property that comprises any part of the Property or the Project by any local government (including the County

and any other local taxing jurisdiction whose territory, in whole or in part, is within the County) under whose jurisdiction the Property or the Project (or any portion thereof), the Company, or any Permitted Occupant is subject.

“**Term**” means the period of time commencing on the Effective Date and concluding on the Termination Date.

“**Termination Date**” means December 31 of the final calendar year of all of the Real Property Phases and the Personal Property Phases.

II. AUTHORITY AND TERM

2.01. Authority. The County enters into this Agreement pursuant to the authority granted thereto under the Constitution and general laws of the State, including the Act, and the Authorizing Order. The Company enters into this Agreement pursuant to its general corporate powers.

2.02. Term. This Agreement shall become effective and enforceable on the Effective Date and shall continue through the Termination Date, unless earlier terminated by the County in accordance with Article VI. Notwithstanding anything to the contrary, and provided that the associated terms allow continued compliance with the Act, this Agreement may be extended by mutual agreement of the Parties.

III. COMPANY COMMITMENTS

3.01. General. The Company plans to develop or cause one or more Permitted Occupants to develop upon the Property, in Phases, one (1) but not more than ten (10) Buildings and, if developed, to thereafter, after a developed Building is Placed Into Service, continuously operate the same in a manner consistent with its originally intended purpose for the entirety of the Term, all in accordance with the provisions of this Agreement. It shall not be a breach or default of this Agreement if Company or Permitted Occupants are not able to develop one or more Buildings on the Property.

3.02. Company Commitments Relative to Development of All Real Property Phases.

(a) The Company hereby agrees, promises, represents, warrants, and covenants that, if developed, the following conditions shall apply to any and all Real Property Phases of Data Center development:

i. Not less than thirty (30) days prior to Commencement of Construction, the Company shall have delivered to the County a completed Real Property Phase Certificate, executed by a duly authorized Company representative;

ii. Not less than thirty (30) days before or more than thirty (30) days after Commencement of Construction, the Company shall have delivered to the County a completed Construction Commencement Certificate, executed by a duly authorized Company representative;

iii. Development of each Real Property Phase shall be in accordance with all applicable laws, rules, regulations, promulgations, and court orders as now exist or are hereafter enrolled or enforced by any government (including the United States of America and the State of Texas) or agency thereof, local government, court, or tribunal having jurisdiction over the Property, the Project, the applicable Phase then under construction, or the Company;

iv. Not less than thirty (30) days after Completion of Construction of a Real Property Phase, the Company shall have delivered to the County a completed Construction Completion Certificate, executed by a duly authorized Company representative; and

v. Once commenced, as indicated in an applicable and related Construction Commencement Certificate, the Development Duration of any Real Property Phase shall not exceed five (5) years; and

(b) Eligibility of a Real Property Phase for Abatement under this Agreement requires delivery of a completed Construction Commencement Certificate, executed by a duly authorized Company representative, for such Phase on or before the tenth (10th) anniversary of the Effective Date.

(c) On or before ***April 30*** of each year during the Term of this Agreement Company and each Permitted Occupants, if any, shall deliver to the County a duly completed Annual Compliance Certificate in the form attached as ***Exhibit G*** hereto.

3.03. Company Commitments Relative to Real Property Phase 1. With respect to development of Real Property Phase 1, if developed, the Company hereby promises, represents, warrants, and commits to the County the following:

(a) Within ***twenty three (23)*** months of the Effective Date, deliver to the County a completed Real Property Phase Certificate, executed by a duly authorized Company representative, concerning Phase I;

(b) Within ***twenty four (24)*** months of the Effective Date, deliver to the County a completed Construction Commencement Certificate, executed by a duly authorized Company representative, concerning Real Property Phase I;

(c) Cumulatively invest, ***minimally, \$900,000,000*** in the Assessed Property (including Company and Permitted Occupants' Personal Property) in Real Property Phase 1;

(d) Meet the Minimum Jobs Requirement by January 1 of the 5th year after the year in which the Construction Completion Certificate is delivered; and

(e) Work with the County to incorporate a public access road, in accordance with all requirements detailed in Schedule 2 Construction Standards for Roads, Streets,

Bridges, and Drainage Structures of Medina County Subdivision Regulations effective February 27, 2020 and revised November 18, 2021, into the Project's site plan to be memorialized in **Exhibit H**.

3.04. Company Commitments Relative to Real Property Phases 2, 3, 4, and 5 Development. With respect to development of any of Real Property Phases 2, 3, 4, and 5, the undertaking of any of which is reserved to the discretion of the Company, the Company shall make an investment of at least \$300,000,000 in Improvements and Personal Property per Phase as a condition precedent to that Phase's eligibility for Abatement hereunder. The Company hereby acknowledges that failure to meet this minimum investment threshold with respect to any of Phases 2, 3, 4, or 5 shall exclude such Phase from participation in financial incentives otherwise available under this Agreement.

3.05. Company and Permitted Occupant Commitments Relative to Personal Property Phases. Company and each Permitted Occupant shall each have the right to create up to four (4) Personal Property Phases. Personal Property Phase 1 (for Company and each Permitted Occupant) must be created no later than the April 15th of the calendar year after Real Property Phase 1 begins. Personal Property Phase 2 (for Company and each Permitted Occupant) must be created no later than April 15th of the fourth (4th) calendar year after which Real Property Phase 1 begins. Personal Property Phase 3 (for Company and each Permitted Occupant) must be created no later than April 15th of the sixth (6th) calendar year after which Real Property Phase 1 begins. Personal Property Phase 4 (for Company and each Permitted Occupant) must be created no later than April 15th of the eighth (8th) calendar year after which Real Property Phase 1 begins. With respect to development of Phase 1, the Company hereby promises, represents, warrants, and commits to the County the following:

(a) each Personal Property Phase shall be established by timely filing the Personal Property Phase Certificate including a rendition of Personal Property as required by Chapter 22 of the Texas Tax Code with the Medina County Appraisal District and the County by Company or a Permitted Occupant on or before April 15th of the first year of each Personal Property Phase; and

(b) the Personal Property included in each Personal Property Phase Certificate shall be entitled to Abatement as provided for in Section 4.07, but no item of Personal Property shall be included in more than one Personal Property Phase Certificate and no item of Personal Property shall be entitled to Abatement for more than ten (10) years.

3.06. Operating Standards Applicable to Each Data Center. The Company shall operate or cause the operation of each Data Center in accordance with all applicable laws, rules, regulations, promulgations, and court orders as now exist or that are hereafter enrolled or enforced by any government (including the United States of America and the State of Texas) or agency thereof, local government, court, or tribunal having jurisdiction over the Company, a Permitted Occupant, or the Property. The Company shall comply with all applicable City of Lytle ordinances with respect to each Building as and when construction of such Building is complete.

3.07. Community Engagement Plan. Minimally, the Company shall engage with the County residents in accordance with the provisions of the Community Engagement Agreement.

3.08. Payment of Taxes. The Company and each Permitted Occupant shall pay and discharge or cause to be paid and discharged promptly all Taxes before the same shall become in default, except for those matters which are reasonably being contested in good faith by appropriate action or proceedings or for which the Company or a Permitted Occupant, as applicable, has established adequate reserves in accordance with generally accepted accounting principles applicable to private companies. For avoidance of doubt and establishment of requisite compliance with this Section 3.08, no Abatement hereunder made pursuant to Article IV shall apply to property to be included within a Phase prior to the delivery of the applicable Construction Completion Certificate under the terms of this Agreement.

3.09. Payment of Project Costs. Except for those matters which are reasonably being contested in good faith by appropriate action or proceedings or for which the purported obligated party (whether the Company or a Permitted Occupant, as applicable) has established adequate reserves in accordance with generally accepted accounting principles applicable to private companies, the Company and each Permitted Occupant, as and if applicable, shall timely pay when due all Project costs.

IV. ECONOMIC DEVELOPMENT INCENTIVE

4.01. Generally. The County has determined that if developed the Project will result in increased County property and sales tax revenues and increased occupational opportunities for the County's residents, which together are intended to provide a catalyst to the economy of the County in numerous ways. In exchange for delivery of these benefits and increased economic development, the County agrees to provide the Company with the Abatements, as outlined below.

4.02. Real Property Phase 1 Abatement. Abatement for real property and Improvements in Real Property Phase 1 shall be granted (i) beginning on January 1 of the first calendar year after Company has submitted the initial Construction Completion Certificate to the County for Phase 1 and complied with the terms of this Agreement and the requirements of Section 3.03 above, and (ii) for the following nine (9) calendar years. The percentage of the Abatement shall be **80%** of County Taxes for the real property and Improvements in Real Property Phase 1.

4.03. Real Property Phase 2 Abatement. Abatement for real property and Improvements in Real Property Phase 2 shall be granted (i) beginning on January 1 of the first calendar year after Company has submitted the second Construction Completion Certificate to the County for Phase 2 (which must confirm (a) that the minimum investments required by Section 3.04 of this Agreement have been complied with and that (b) Company has complied with the terms of this Agreement), and (ii) for the following nine (9) calendar years. The percentage of the Abatement shall be **80%** of County Taxes for the real property and Improvements in Real Property Phase 2.

4.04. Real Property Phase 3 Abatement. Abatement for real property and Improvements in Real Property Phase 3 shall be granted (i) beginning on January 1 of the first

calendar year after Company has submitted the third Construction Completion Certificate to the County for Phase 3 (which must confirm (a) that the minimum investments required by Section 3.04 of this Agreement have been complied with and that (b) Company has complied with the terms of this Agreement), and (ii) for the following nine (9) calendar years. The percentage of the Abatement shall be **80%** of County Taxes for the real property and Improvements in Real Property Phase 3.

4.05. Real Property Phase 4 Abatement. Abatement for real property and Improvements in Real Property Phase 4 shall be granted (i) beginning on January 1 of the first calendar year after Company has submitted the fourth Construction Completion Certificate to the County for Phase 4 (which must confirm (a) that the minimum investments required by Section 3.04 of this Agreement have been complied with and that (b) Company has complied with the terms of this Agreement), and (ii) for the following nine (9) calendar years. The percentage of the Abatement shall be **80%** of County Taxes for the real property and Improvements in Real Property Phase 4.

4.06. Real Property Phase 5 Abatement. Abatement for real property and Improvements in Real Property Phase 5 shall be granted (i) beginning on January 1 of the first calendar year after Company has submitted the fifth Construction Completion Certificate to the County for Phase 5 (which must confirm (a) that the minimum investments required by Section 3.04 of this Agreement have been complied with and that (b) Company has complied with the terms of this Agreement), and (ii) for the following nine (9) calendar years. The percentage of the Abatement shall be **80%** of County Taxes for the real property and Improvements in Real Property Phase 5.

4.07. Personal Property Phase 1, 2, 3, and 4 Abatement. Abatement for each Personal Property Phase 1, 2, 3, or 4 shall be granted (i) beginning on January 1 of the calendar year Company or a Permitted Occupant has timely (per Section 3.05 above) submitted a Personal Property Phase Certificate to the County and complied with the terms of this Agreement and the requirements of Section 3.05 above, and (ii) for the following nine (9) calendar years. The percentage of the Abatement for Personal Property Phase 1, 2, 3, and 4 shall be **80%** of County Taxes for the Personal Property described in each Personal Property Phase Certificate.

4.08. Tax Valuations. All valuations shall be determined by the Medina County Appraisal District as of January 1st of each year (except where such valuations are finally determined by the Medina County Appraisal Review Board or a Texas court). All of Company's or Permitted Occupant's Personal Property in the County will be timely rendered by Company or Permitted Occupants to (i) the Medina County Appraisal District pursuant to Chapter 22 of the Texas Tax Code and (ii) the County. After the Abatement Period expires for each Phase, the full value of the Improvements and Personal Property, for each Phase shall be included on the tax roll and assessed in accordance with applicable laws.

4.09. Base Year. As required by Section 312.204(a) of the Act, it is the intent of the County and the Company to abate taxes only on the value of real property, Improvements and Personal Property that is in excess of the value attributed by Medina County Appraisal District on

January 1, 2024. The Parties acknowledge that on January 1, 2024, there were no Improvements or Personal Property on the Property.

4.10. Limitation on Phase Start Date. Notwithstanding any statement or implication in this Agreement to the contrary, (i) this Agreement shall only apply to Real Property Phases for which the Company submits a Construction Completion Certificate to the County on or before the *tenth (10th) anniversary of the Effective Date*; and (ii) this Agreement shall only apply to Personal Property Phases for which the Company or a Permitted Occupant submits a Personal Property Phase Certificate to the County on or before the *tenth (10th) anniversary of the Effective Date*. County and Company agree and acknowledge that the commencement of the Abatement Period for each Phase is deferred to a date that is subsequent to the Effective Date of this Agreement, as authorized by Section 312.207 of the Act, but that no Abatement Period will exceed ten (10) years in compliance with Section 312.007 of the Act. No Abatement Period may be extended longer than ten (10) years, even if Company fails to qualify for Abatement (including suspension under Section 4.12) during one (1) or more years of the Abatement Period and no real estate Improvement or item of Personal Property shall be granted Abatement in excess of ten (10) years.

4.11. Terms Apply Independently to Phases. Except for (i) the Minimum Jobs Requirement (and for the avoidance of doubt, Company and its Permitted Occupants are only obligated to create and maintain 40 jobs (complying with the Minimum Salary requirements) at the Property by January 1 of the 5th year after the year in which the Construction Completion Certificate is delivered, regardless of the number of Phases that are created); and (ii) the Abatement percentages in Article IV, which are only applicable to specific Phases, all terms, conditions and obligations of this Agreement shall fully apply to each Phase independently. By way of example and for the avoidance of doubt, in the event of a default with respect to Phase 3, such default would have no impact on the Abatement or Company's obligations with respect to Phase 1.

4.12. Suspension of Abatement. In accordance with the terms hereafter provided and Section 6.03, during the Term of this Agreement, should the Company fail to oblige to the covenants, conditions, and obligations set forth herein, then the County may suspend the Abatements hereunder granted to the Company for the entirety of the tax year in which the compliance failure described above occurs. The failure of the Company to satisfy the covenants, conditions, and obligations set forth herein for any tax year during the Term of this Agreement shall not prevent the Company from receiving Abatements in future tax years consistent with this Agreement so long as the reason for the suspension has been, in the County's discretion (reasonably applied), cured. No extension of the Term or other opportunity for recovery of any lost Abatement resultant from a suspension as described above shall occur, though the County may reinstate the suspended Abatement if reason for suspension is cured, to the County's satisfaction, prior to expiration of the tax year in which the suspension occurred.

4.13. Exclusivity of Financial Incentives. The Company represents to the County that, other than seeking the Abatements from the County, it has not pursued or received any additional financial incentives from any other political subdivision in whose jurisdiction the Property is located as incentive for selection of the Property as the situs of the Project. For the Term, the Company agrees that it will not pursue any such additional financial incentives from any local political subdivision without first receiving written consent from the County to do so; provided,

however, that if all or a portion of the Property is annexed into the City's corporate limits, then the Company and each Permitted Occupant may seek to negotiate tax incentives with the City.

Notwithstanding the foregoing, the Parties acknowledge that the Company or a Permitted Occupant will, with respect to the Project, seek to qualify the Data Center, individually or collectively, under the State Sales Tax Exemption Program, the financial benefit thereby realized, if any, as a result of any such qualification being the sole property and inure to the benefit of the party seeking and realizing any such qualification.

4.14. Permitted Occupant Participation by Joinder. Any Permitted Occupant desiring to receive an allocable amount of the Abatements may do so, prospectively, by becoming bound by all of the terms and certifications (expressly including, without limitation, those in Section 7.03) of this Agreement and by executing and delivering to the County a copy of the Joinder Agreement.

4.15. Coordination with Medina County Appraisal District and Medina County Tax Collector. In the event of addition to this Agreement of a Permitted Occupant by a Joinder Agreement, the Company, and each Permitted Occupant having interest in a particular Phase, and the County shall work in coordination and cooperation with the Medina County Appraisal District and the Medina County Tax Collector, respectively and as applicable, to establish separate tax parcel identification numbers and tax payment accounts for real estate and the Improvements included within each Real Property Phase and for the Personal Property to be included with each Personal Property Phase to allow for the efficient administration of this Agreement by crediting Abatements to the appropriate parties in the appropriate amounts.

4.16. Inspection Rights. Employees or designated representatives of the County will have access to the Property during the term of this Agreement to confirm that the terms and conditions of this Agreement are being met. All inspections: (a) will be made during normal business hours; (b) will occur after at least five business days advance notice; (c) will be conducted in such a manner as to not unreasonably interfere with the construction and/or operation of the Data Center; and (d) the County's inspector shall follow the Company's and Permitted Occupants' written safety and security policies theretofore delivered to the County upon receipt of notice of impending inspection.

4.17. Annual Compliance Certification. Company shall annually, on or before *April 30* of each year after the Effective Date and throughout the Term, deliver to the County a completed Annual Compliance Certificate that is executed by a duly authorized Company representative.

4.18. Statutory Application to Appraisal District. State law requires as a prerequisite to receiving a tax Abatement that the property owner complete and submit an exemption application to the Medina County Appraisal District on Texas Comptroller of Public Accounts Form 50-116 for each year an Abatement is claimed. The exemption application must be submitted to the appraisal district *no later than April 30* of the tax year for which the Abatement is claimed. The Company hereby covenants and agrees to adhere to and annually satisfy this Texas law requirement for so long as the same remains valid and in effect.

V. ASSIGNMENT OF COMMITMENTS AND OBLIGATIONS

The Company's rights and obligations under this Agreement (including the Company's right to receive Abatement hereunder) are assignable in whole or in part to Company Affiliates with advance written notice to, but not consent by the County, though continued receipt of an Abatement is conditioned on compliance with the terms of this Agreement (regardless of who is entitled to receive the Abatement). Assignment to persons that are not Company Affiliates or Permitted Occupants are subject to County's advance written consent, which consent shall not be unreasonably withheld. Any Permitted Occupant or other Company assignee of any of the rights, duties, and obligations hereunder shall execute the Joinder Agreement, deliver same to County, and be bound by all of the terms of this Agreement.

VI. DEFAULT, REMEDIES AND NOTICE

6.01. Events of Default. Except as otherwise specified herein, the occurrence of any of the following shall constitute an event of default (each, an "*Event of Default*"):

(a) Any representation, warranty, certification or statement made by the Company or a Permitted Occupant (or incorporated by reference) in this Agreement, any Joinder Agreement, or any written certificate delivered to the County in accordance with the terms of this Agreement shall prove to have been incorrect in any material respect when made (or deemed made); or

(b) Either Party shall default in the due performance or observance of any covenant in this Agreement set forth; or

(c) The occurrence of a Bankruptcy Event with respect to the Company or a Permitted Occupant that has executed a Joinder Agreement that, in the reasonable judgment of the County makes, unlikely or impossible the continued performance by the Company or Permitted Occupants of their rights, duties, and obligations under this Agreement.

6.02. Notice; Opportunity to Cure. Upon discovery of the occurrence of an Event of Default or a condition that, upon the passage of time or the giving of notice, will result in an Event of Default, the discovering Party shall, within ten (10) of such discovery, provide notice of the Event of Default or the condition that will result in the Event of Default to the other Party. Such notice shall specify the nature of the alleged default and the manner in which it can be satisfactorily cured. Upon delivery or receipt of notice of ongoing or imminent Event of Default, the defaulting Party shall have thirty (30) days from to cure the Event of Default. If the nature of the Event of Default is such that it cannot reasonably be cured within the thirty (30) day period, the commencement of the cure within the thirty (30) day period and the diligent prosecution of the cure to completion will be deemed a cure within the cure period. Notwithstanding the foregoing, the Company's or a Permitted Occupant's failure to comply with Section 3.08 hereof or an Event of Default under Section 6.01(c) hereof shall result in immediate default hereunder without requirement of notice and without opportunity to cure.

6.03. Remedies Upon Occurrence and Continuation of Event of Default; Enforcement. In the event that Company: (a) owes ad valorem taxes to the County that are delinquent and not the subject of a timely filed protest based on recognized legal grounds (and not on the basis of legal theory or argument not theretofore recognized under Texas law) and complying with the requirements of the Texas Tax Code (including without limitation the Company and/or any Permitted Occupants have complied with the tax payment requirements of Section 42.08 of the Texas Tax Code), (b) violates any of the terms and conditions of this Agreement governing timely completion of required Improvements, or the amount of required capital investment as provided by this Agreement; (c) violates a covenant in Article III; or (d) fails to meet and maintain the Minimum Jobs Requirement, this Agreement may be terminated by the County, and as County's sole and exclusive remedy, all taxes abated by virtue of this Agreement will be recaptured and paid to the County by Owner or applicable Permitted Occupant within one hundred eighty (180) days of the termination. However, the County may opt to certify to the Medina County Appraisal District that Owner has failed to qualify for Abatement for the tax year in which the default occurred and/or the next subsequent tax year. If Owner is convicted of a violation of 8 U.S.C. Section 1324(a)(f) as described in **Exhibit J**, this Agreement shall be terminated, and recapture of all taxes abated by virtue of this Agreement with interest shall be made as described in **Exhibit J**.

The Company and any Permitted Occupant that has executed a Joinder Agreement may enforce this Agreement by any proceeding at law or equity. The Parties agree that monetary damages are not a sufficient remedy for a County Event of Default hereunder. As a remedy for a County Event of Default, the Company or a Permitted Occupant shall be entitled to equitable relief, including specific performance of this Agreement, but not monetary damages.

Failure of any Party to enforce this Agreement shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

6.04. Litigation. In the event of any third-party lawsuit or other claim relating to the validity of this Agreement or any actions taken by the Parties hereunder, the Company and the County intend to cooperate in the defense of such suit or claim, and to use commercially reasonable efforts to resolve the suit or claim without diminution of their respective rights and obligations under this Agreement. The County's participation in the defense of such a lawsuit is expressly conditioned on the availability of budgetary appropriations for such action by the Court, coverage under Article VIII hereof, or the Company's agreement to pay the County's costs of participation in any such proceeding. The filing of any third-party lawsuit relating to this Agreement or the Project will not delay, stop or otherwise affect the Company's receipt of Abatements, unless otherwise required by a court of competent jurisdiction.

6.05. Notices. Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed received on the earlier of (i) actual receipt by mail, Federal Express or other delivery service, fax, email or hand delivery; or (ii) three (3) business days after being sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to the County or the Company, as the case may be, at the address stated below.

Any notice mailed to the County shall be addressed:

Medina County
Attn.: County Judge
1300 Avenue M, Room 250
Hondo, Texas 78861
Phone: (830) 741-6020
Fax: (830) 741-6025
Email: countyjudge@medinacountytexas.org

and

Medina County
Attn.: Precinct 3 Commissioner
1300 Avenue M, Room 148
Hondo, Texas 78861
Phone: (830) 741-6006
Fax: (830) 741-6015
Email: david.lynch@medinacountytexas.org

With a copy to:

Clayton Binford
McCall, Parkhurst & Horton L.L.P.
112 E. Pecan, Suite 1310
San Antonio, Texas 78205
Phone: (201) 225-2819
Fax: (210) 225-2984
Email: cbinford@mphlegal.com

Any notice mailed to the Company shall be addressed:

If to the Company:

Rowan Land Resources LLC
1700 Westlake Avenue N. Suite 200
Seattle, WA 98109

Attention: Chief Legal Officer Email: legal@rowan.digital & Senior Director:
mromo@rowan.digital

with a copy to:

Steve Moore
Jackson Walker LLP
100 Congress Ave., Ste. 1100
Austin, Texas 78701

Any Party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

VII. REPRESENTATIONS, WARRANTIES, AND COVENANTS

7.01. Mutual Representations, Warranties, and Covenants of the Parties. The Parties acknowledge that each Party is acting in reliance upon the other Party's performance of its obligations under this Agreement in making the decision to commit substantial resources and money to the Project. In recognition of such mutual reliance, each Party represents and warrants to the other that it shall employ commercially reasonable efforts to perform its duties and obligations hereunder and shall adhere to the requirements of this Agreement.

7.02. County Representations, Warranties, and Covenants.

(a) The County has, pursuant to the Authorizing Order, taken all requisite and necessary actions to enter into this Agreement, and this Agreement represents a valid and binding agreement of the County, subject to governmental immunity and principles of bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights in general and by general principles of equity.

(b) To the extent (but only to the extent) its obligations are clearly defined and non-discretionary, the County is not entitled to claim immunity on the grounds of sovereignty from (i) relief by writ of mandamus to perform its obligations hereunder or (ii) enforcement by writ of mandamus of its payment obligations with respect to amounts due to the Company pursuant to the terms of this Agreement.

(c) The County agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between the Company and the County.

7.03. Company Representations, Warranties, and Covenants.

(a) This Agreement is a valid and enforceable obligation of the Company and is enforceable against the Company in accordance with its terms, subject to bankruptcy, insolvency, reorganization, or similar laws affecting the enforcement of creditors' rights in general and by general equity principles.

(b) The Company has the power and authority to enter into this Agreement and has taken all actions necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered on behalf of the Company.

(c) The Company has sufficient knowledge, experience, and financial resources to perform its obligations under this Agreement in accordance with all duties, obligations, regulations, governing regulation requirements, and other applicable law affecting or

required to perform the work with respect to the Project and, in this regard, the Company may:

i. provide, or cause to be provided, all materials, labor, and services for completing the Project, which materials, labor, and services shall be of adequate quality when graded against industry standards and the construction requirements identified in this Agreement;

ii. bid, procure, supervise, manage, perform, and from time to time provide information relating to such work regarding compliance with all duties, obligations, regulations, code and legal requirements arising under this Agreement and any governing regulation with jurisdiction over the Project;

iii. apply its financial resources against payment of the Project costs when and as due, without reliance on the availability of any Abatements; and

iv. obtain or cause to be obtained, all necessary permits and approvals from the County and/or all other governmental entities having jurisdiction or regulatory authority over the Project and, with respect thereto, pay or cause to be paid all applicable permit or similar fees.

(d) The Company acknowledges and agrees that, pursuant to Texas law, this Agreement, any applications and certificates related to or delivered in compliance with the terms of this Agreement, and Joinder Agreements shall be subject to public disclosure unless specifically exempted under the Texas Open Records Act (Tex. Gov't Code Ann. Sec. 552.001 et seq.).

(e) All personnel supplied or used by the Company in the performance of its obligations arising under this Agreement shall be deemed employees, contractors or subcontractors of the Company or any Permitted Occupant (as and if applicable) and shall not be considered employees, agents, or subcontractors of the County for any purpose whatsoever. The Company and any Permitted Occupant shall be solely responsible for the compensation of its respective personnel.

(f) The Company has delivered, unless exempted under applicable law, the Certificate of Interested Parties Form 1295 ("**Form 1295**") and certification of filing generated by the Texas Ethics Commission's electronic portal, signed by an authorized agent, prior to the execution of this Agreement by the County and the Company. The Company and the County understand that none of the County or the County's representatives or consultants have the ability to verify the information included in Form 1295, and none of the County or the County's representatives or consultants have an obligation, nor have undertaken any responsibility, for advising the Company with respect to the proper completion of Form 1295 other than, with respect to the County, providing the identification numbers required for the completion of Form 1295.

(g) The Company makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as amended (collectively, the “***Covered Verifications***”), in entering into this Agreement. As used in such verifications, “affiliate” means an entity that controls, is controlled by, or is under common control with the Company within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

i. The Company represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended.

ii. The Company hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Texas Government Code, as amended.

iii. The Company hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Texas Government Code, as amended.

iv. The Company hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Texas Government Code, as amended.

VIII. INDEMNIFICATION

8.01. General Indemnification. THE COMPANY COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS THE COUNTY, THE COURT, AND ANY OTHER OFFICIAL, EMPLOYEE, AGENT, ATTORNEY, OR REPRESENTATIVE OF ANY OF THE FOREGOING (TOGETHER, THE “INDEMNIFIED PARTIES”) FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE BROUGHT BY A THIRD PARTY, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH, AND PROPERTY

DAMAGE, MADE UPON ANY INDEMNIFIED PARTY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO THE COMPANY'S ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY ACTS OR OMISSIONS OF THE COMPANY, A PERMITTED OCCUPANT OR ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT, CONTRACTOR, OR SUBCONTRACTOR OF THE COMPANY OR A PERMITTED OCCUPANT, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS, AND REPRESENTATIVES, WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNIFIED PARTY. IF A COURT OF COMPETENT JURISDICTION FINDS THE COMPANY AND AN INDEMNIFIED PARTY JOINTLY LIABLE DUE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNIFIED PARTY, THEN LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO ANY SUCH INDEMNIFIED PARTY UNDER APPLICABLE TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES HERETO UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. THE COMPANY SHALL IMMEDIATELY ADVISE THE COURT, IN WRITING, OF ANY CLAIM OR DEMAND AGAINST THE COMPANY OR A PERMITTED OCCUPANT OR AN INDEMNIFIED PARTY, TO THE EXTENT AND WHEN KNOWN TO THE COMPANY OR THE PERMITTED OCCUPANT, RELATED TO OR ARISING OUT OF THE COMPANY'S OR THE PERMITTED OCCUPANT'S ACTIVITIES UNDER THIS AGREEMENT.

8.02. Additional Indemnity. In addition to the indemnification provided in Section 8.01 above, the Company shall contractually require any Permitted Occupant and the prime contractors of the Company and any Permitted Occupant working on the Project to indemnify each Indemnified Party from and against any and all claims, losses, damages, causes of action, suits and liabilities arising out of their actions related to the performance of this Agreement, utilizing (in its entirety) the same indemnification language contained herein.

IX. MISCELLANEOUS PROVISIONS

9.01. Multiple Originals. The Parties may execute this Agreement in one or more duplicate originals, each of equal dignity.

9.02. Entire Agreement; Parties in Interest. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties with respect to its subject matter, and may not be amended except by a writing signed by all Parties with authority to sign and dated subsequent to the date hereof. There are no other agreements, oral or written, except as expressly set forth herein. No person, other than a Party, shall acquire or have any right hereunder or by virtue hereof.

9.03. Recordation. A copy of this Agreement will be recorded in the Official Public Records of the County by the Company.

9.04. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State. This Agreement is performable in the County. Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in a court of competent jurisdiction located in the County. Notwithstanding the foregoing, the Parties hereto agree that any dispute that may arise under this Agreement shall first be submitted to non-binding mediation, or to alternative dispute resolution proceedings, before litigation is filed in court.

9.05. Termination or Amendment by Agreement. Except upon exercise of remedies pursuant to Section 6.03, this Agreement may only be terminated prior to the Termination Date or its terms amended by mutual written consent of the Parties.

9.06. No Oral or Implied Waiver. The Parties may waive any of their respective rights or conditions contained herein or any of the obligations of the other Party hereunder, but unless this Agreement expressly provides that a condition, right, or obligation is deemed waived, any such waiver will be effective only if in writing and signed by the Party waiving such condition, right, or obligation. The failure of either Party to insist at any time upon the strict performance of any covenant or agreement in this Agreement or to exercise any right, power, or remedy contained in this Agreement will not be construed as a waiver or a relinquishment thereof for the future.

9.07. No Third-Party Beneficiary. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly otherwise provided herein.

9.08. No Personal Liability. None of the members of the Court, nor any officer, agent, or employee of the County, shall be charged personally by the Company with any liability, or be held liable to the Company under any term or provision of this Agreement, or because of execution or attempted execution, or because of any breach or attempted or alleged breach, of this Agreement.

9.09. Severability. In the event any clause or provision of this Agreement is adjudged to be invalid or unenforceable, that clause or provision shall be severable and shall not invalidate the remainder of the Agreement, if the essential terms and conditions of this Agreement for each Party remain valid, binding, and enforceable.

9.10. Section Headings. Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provisions of this Agreement.

9.11. Force Majeure Event. If the performance of any obligations hereunder (other than timely payment of property taxes that are not abated) are delayed by reason of a Force Majeure Event, the Party so obligated shall be excused from such obligation during such period so that the period applicable to performance shall be extended for a period of time equal to the period the

Force Majeure Event continued, but in all cases only to the extent that the Party claiming Force Majeure did not cause the Force Majeure Event and such Party uses commercially reasonable efforts to minimize the impact of the delays.

[Signatures follow.]

IN WITNESS HEREOF, the Parties hereto have caused this instrument to be duly executed this day _____ of _____, 2024.

MEDINA COUNTY, TEXAS

By: _____
County Judge

Rowan Land Resources LLC

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF MEDINA §

The foregoing instrument was acknowledged before me this _____, 2024, by _____, as _____.

[SEAL]

Notary Public
Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF MEDINA §

The foregoing instrument was acknowledged before me this _____, 2024, by
_____, as _____.

[SEAL]

Notary Public
Commission Expires: _____

SCHEDULE I

INDEX TO EXHIBITS

Description of Reinvestment Zone Property.....	EXHIBIT A
Form of Personal Property Phase Certificate	EXHIBIT B
Form of Real Property Phase Certificate	EXHIBIT C
Form of Construction Commencement Certificate.....	EXHIBIT D
Form of Construction Completion Certificate	EXHIBIT E
Form of Joinder Agreement	EXHIBIT F
Annual Compliance Certificate.....	EXHIBIT G
Public Access Road Description	EXHIBIT H
Form of Community Engagement Agreement.....	EXHIBIT I
Certification Regarding Employment of Undocumented Workers	EXHIBIT J

EXHIBIT A

REINVESTMENT ZONE PROPERTY DESCRIPTION (+/- 440 Acres)

ROWAN GREEN DATA
CINCO DATA CENTER

SAM Job No. 1021066540
SHEET 1 OF 6

EXHIBIT "A"

83.124 ACRES OR 3,620,903 SQUARE FEET

BEING A TRACT OF LAND LOCATED IN THE MRS. MARY DENSON SURVEY, SECTION NO. 449, ABSTRACT NO. 1444, AND BEING A CALLED 83.05 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED TO F & H FARMS, LLC., A LIMITED LIABILITY COMPANY, RECORDED IN DOCUMENT NO. 2019009041, OFFICIAL PUBLIC RECORDS OF MEDINA COUNTY, TEXAS (O.P.R.M.C.TX.), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 4" X 4" WOOD BLOCK FOUND AT THE NORTHERNMOST NORTHEAST CORNER OF SAID 83.05 ACRE TRACT, SAME BEING A NORTHWEST CORNER OF A CALLED 359.91 ACRE TRACT OF LAND DESCRIBED IN A DEED TO FRIO TURF FARMS, LTD., A TEXAS LIMITED PARTNERSHIP, RECORDED IN INSTRUMENT NO. 2015000428, O.P.R.M.C.TX., AND ON THE SOUTH LINE OF A CALLED 4.816 ACRE TRACT OF LAND DESCRIBED IN A DEED TO HEATHER ANNE GARCIA, RECORDED IN DOCUMENT NO. 2016001883, O.P.R.M.C.TX., FOR THE NORTHEAST CORNER AND POINT OF BEGINNING, HAVING GRID COORDINATES N= 13,629,358.55, E= 2,018,824.55, FROM WHICH A FENCE CORNER POST FOUND AT AN INTERIOR CORNER OF SAID 359.91 ACRE TRACT, SAME BEING THE SOUTHEAST CORNER OF SAID 4.816 ACRE TRACT, BEARS SOUTH 89°56'16" EAST, A DISTANCE OF 698.76 FEET;

THENCE, WITH THE EAST LINE OF SAID 83.05 ACRE TRACT AND THE WEST LINE OF SAID 359.91 ACRE TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) SOUTH 00°01'44" EAST, A DISTANCE OF 1,250.22 FEET TO A 3-1/2" ROUND CONCRETE MONUMENT WITH A 1/2" IRON ROD FOUND AT AN INTERIOR CORNER OF SAID 83.05 ACRE TRACT, SAME BEING A SOUTHWEST CORNER OF SAID 359.91 ACRE TRACT, FOR AN INTERIOR CORNER OF THE TRACT DESCRIBED HEREIN,
- 2) SOUTH 89°54'18" EAST, A DISTANCE OF 496.41 FEET TO A 3-1/2" ROUND CONCRETE MONUMENT WITH A 1/2" IRON ROD FOUND AT A NORTHEAST CORNER OF SAID 83.05 ACRE TRACT, SAME BEING AN INTERIOR CORNER OF SAID 359.91 ACRE TRACT, FOR A NORTHEAST CORNER OF THE TRACT DESCRIBED HEREIN, AND
- 3) SOUTH 00°02'06" EAST, A DISTANCE OF 1,845.66 FEET TO A 3-1/2" ROUND CONCRETE MONUMENT WITH A 1/2" IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID 83.05 ACRE TRACT, SAME BEING THE SOUTHWEST CORNER OF SAID 359.91 ACRE TRACT, ON THE NORTH LINE OF A CALLED 10.00 ACRE TRACT OF LAND DESCRIBED IN A DEED TO FRIO NEWLINE, LP, A DELAWARE LIMITED PARTNERSHIP, RECORDED IN VOLUME 568, PAGE 667, O.P.R.M.C.TX., FOR THE SOUTHEAST CORNER OF THE TRACT DESCRIBED HEREIN, FROM WHICH A 5/8" IRON ROD WITH A CAP STAMPED "RPLS 5458" FOUND AT A SOUTHEAST CORNER OF SAID 359.91 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF SAID 10.00 ACRE TRACT, SAME BEING THE SOUTHWEST CORNER OF A CALLED 1.926 ACRE TRACT OF LAND DESCRIBED IN A DEED TO KOCH GATHERING SYSTEMS, INC., RECORDED IN VOLUME 237, PAGE 997, O.P.R.M.C.TX., AND THE NORTHWEST CORNER OF A CALLED 40.6 ACRE TRACT OF LAND DESCRIBED IN A DEED TO KOCH GATHERING SYSTEMS, INC., RECORDED IN VOLUME 237, PAGE 997, O.P.R.M.C.TX., BEARS SOUTH 89°48'44" EAST, A DISTANCE OF 751.36 FEET;

THENCE NORTH 89°55'58" WEST, WITH THE SOUTH LINE OF SAID 83.05 ACRE TRACT, THE NORTH LINE OF SAID 10.00 ACRE TRACT, AND THE NORTH LINE OF A CALLED 45.630 ACRE TRACT OF LAND DESCRIBED IN A DEED TO ERNESTO BLANCO AND MARIA BLANCO, RECORDED IN VOLUME 94, PAGE 214, O.P.R.M.C.TX., AT 63.38 FEET PASSING A 1/2" IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID 10.00 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF SAID 45.630 ACRE TRACT, AND CONTINUING FOR A TOTAL DISTANCE OF 1,191.94 FEET TO A 3-1/2" ROUND CONCRETE MONUMENT WITH A 1/2" IRON ROD FOUND AT A SOUTHWEST CORNER OF SAID 83.05 ACRE TRACT, SAME BEING THE SOUTHEAST CORNER OF A CALLED 1.48 ACRE TRACT OF LAND DESCRIBED IN A DEED TO AEP TEXAS CENTRAL COMPANY FORMERLY KNOWN AS CENTRAL POWER & LIGHT COMPANY, RECORDED IN VOLUME 87, PAGE 444, DEED RECORDS OF MEDINA COUNTY, TEXAS (D.R.M.C.TX.), ON THE NORTH LINE OF SAID 45.630 ACRE TRACT, FOR A SOUTHWEST CORNER OF THE TRACT DESCRIBED HEREIN;

EXHIBIT "A"

THENCE, WITH THE SOUTH LINE OF SAID 83.05 ACRE TRACT AND THE EAST, NORTH AND WEST LINES OF SAID 1.48 ACRE TRACT, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- 1) NORTH 00°11'19" WEST, A DISTANCE OF 208.32 FEET TO A 3-1/2" ROUND CONCRETE MONUMENT WITH A 1/2" IRON ROD FOUND AT AN INTERIOR CORNER OF SAID 83.05 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF SAID 1.48 ACRE TRACT, FOR AN INTERIOR CORNER OF THE TRACT DESCRIBED HEREIN,
- 2) NORTH 89°59'15" WEST, A DISTANCE OF 208.55 FEET TO A 3-1/2" ROUND CONCRETE MONUMENT WITH A 1/2" IRON ROD FOUND AT AN INTERIOR CORNER OF SAID 83.05 ACRE TRACT, SAME BEING A NORTHWEST CORNER OF SAID 1.48 ACRE TRACT, FOR AN INTERIOR CORNER OF THE TRACT DESCRIBED HEREIN,
- 3) SOUTH 00°14'04" WEST, A DISTANCE OF 178.49 FEET TO A 3-1/2" ROUND CONCRETE MONUMENT WITH A 1/2" IRON ROD FOUND AT A SOUTHEAST CORNER OF SAID 83.05 ACRE TRACT, SAME BEING AN INTERIOR CORNER OF SAID 1.48 ACRE TRACT, FOR A SOUTHEAST CORNER OF THE TRACT DESCRIBED HEREIN, AND
- 4) SOUTH 89°56'52" WEST, AT 699.66 FEET PASSING A 3-1/2" ROUND CONCRETE MONUMENT WITH A 1/2" IRON ROD FOUND, AND CONTINUING FOR A TOTAL DISTANCE OF 703.49 FEET TO A_{an} CALCULATED POINT AT THE SOUTHWEST CORNER OF SAID 83.05 ACRE TRACT, SAME BEING THE WESTERNMOST NORTHWEST CORNER OF SAID 1.48 ACRE TRACT, ON THE EAST MARGIN OF NATALIA CANAL, FOR THE SOUTHWEST CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE, WITH THE WEST LINE OF SAID 83.05 ACRE TRACT AND THE EAST MARGIN OF NATALIA CANAL, THE FOLLOWING FOURTEEN (14) COURSES AND DISTANCES:

- 1) WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 213.44 FEET, A CENTRAL ANGLE OF 25°42'49", AN ARC LENGTH OF 95.79 FEET, AND A CHORD WHICH BEARS NORTH 13°04'15" EAST, A DISTANCE OF 94.99 FEET TO A CALCULATED POINT,
- 2) NORTH 00°12'50" EAST, A DISTANCE OF 235.54 FEET TO A CALCULATED POINT,
- 3) WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 119.02 FEET, A CENTRAL ANGLE OF 44°26'00", AN ARC LENGTH OF 92.30 FEET, AND A CHORD WHICH BEARS NORTH 22°25'50" EAST, A DISTANCE OF 90.00 FEET TO A CALCULATED POINT,
- 4) NORTH 44°38'50" EAST, A DISTANCE OF 229.74 FEET TO A CALCULATED POINT,
- 5) WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 178.73 FEET, A CENTRAL ANGLE OF 33°00'00", AN ARC LENGTH OF 102.94 FEET, AND A CHORD WHICH BEARS NORTH 61°08'50" EAST, A DISTANCE OF 101.53 FEET TO A CALCULATED POINT,
- 6) NORTH 77°38'50" EAST, A DISTANCE OF 139.82 FEET TO A CALCULATED POINT,
- 7) WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 239.04 FEET, A CENTRAL ANGLE OF 86°30'00", AN ARC LENGTH OF 360.88 FEET, AND A CHORD WHICH BEARS NORTH 34°23'50" EAST, A DISTANCE OF 327.57 FEET TO A CALCULATED POINT,
- 8) NORTH 08°51'10" WEST, A DISTANCE OF 584.10 FEET TO A CALCULATED POINT,
- 9) WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 119.02 FEET, A CENTRAL ANGLE OF 47°34'00", AN ARC LENGTH OF 98.81 FEET, AND A CHORD WHICH BEARS NORTH 14°55'50" EAST, A DISTANCE OF 96.00 FEET TO A CALCULATED POINT,
- 10) NORTH 38°42'50" EAST, A DISTANCE OF 1,019.87 FEET TO A CALCULATED POINT,

EXHIBIT "A"

- 11) WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 299.01 FEET, A CENTRAL ANGLE OF 52°43'05", AN ARC LENGTH OF 275.12 FEET, AND A CHORD WHICH BEARS NORTH 12°19'50" EAST, A DISTANCE OF 265.51 FEET TO A CALCULATED POINT,
- 12) NORTH 14°01'42" WEST, A DISTANCE OF 51.09 FEET TO A CALCULATED POINT,
- 13) WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 83.14 FEET, A CENTRAL ANGLE OF 63°22'47", AN ARC LENGTH OF 91.97 FEET, AND A CHORD WHICH BEARS NORTH 17°36'18" EAST, A DISTANCE OF 87.36 FEET TO A CALCULATED POINT, AND
- 14) NORTH 49°16'50" EAST, A DISTANCE OF 435.76 FEET TO A CALCULATED POINT AT THE NORTHWEST CORNER OF SAID 83.05 ACRE TRACT, SAME BEING THE SOUTHWEST CORNER OF SAID 4.816 ACRE TRACT, FOR THE NORTHWEST CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE, SOUTH 89°56'16" EAST, WITH THE NORTH LINE OF SAID 83.05 ACRE TRACT AND THE SOUTH LINE OF SAID 4.816 ACRE TRACT, A DISTANCE OF 3.35 FEET TO THE POINT OF BEGINNING OF THE TRACT DESCRIBED HEREIN, CONTAINING 83.124 ACRES, MORE OR LESS.

NORTH, BEARINGS, DISTANCES AND COORDINATES SHOWN HEREON ARE SURFACE VALUES DERIVED FROM THE TEXAS COORDINATE SYSTEM OF 1983 (2011), SOUTH CENTRAL ZONE (4204). DISTANCES SHOWN ARE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 0.9998336796.

PLAT OF EVEN DATE ACCOMPANIES, AND IS CONSIDERED AN INTEGRAL PART OF THIS DESCRIPTION.


11/03/2022
RIZK IKHRAIS
TEXAS PROFESSIONAL LAND SURVEYOR NUMBER 5381
SURVEYING AND MAPPING, LLC.
TEXAS FIRM REGISTRATION NO. 10064300



EXHIBIT "A"

357.24 ACRES OR 15,561,284 SQUARE FEET

BEING A 357.24 ACRE TRACT OF LAND LOCATED IN THE MRS. MARY DENSON SURVEY, SECTION NO. 449, ABSTRACT NO. 1444, AND THE GEORGE RISSMAN SURVEY, SECTION NO. 450-1/2 ABSTRACT NO. 820, AND BEING A PORTION OF A CALLED 359.91 ACRE TRACT OF LAND TO FRIO TURF FARMS, LTD., A TEXAS LIMITED PARTNERSHIP, DESCRIBED IN INSTRUMENT NUMBER 2015000428, OFFICIAL PUBLIC RECORDS, MEDINA COUNTY, TEXAS (O.P.R.M.C.TX.), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH CAP STAMPED "ALLEN RPLS 5401" FOUND AT THE NORTHEAST CORNER OF SAID 359.91 ACRE TRACT, SAME BEING THE SOUTHEAST CORNER OF A CALLED 5.397 ACRE TRACT OF LAND TO JOSE JESUS MEDINA, DESCRIBED IN A DEED RECORDED IN INSTRUMENT NUMBER 2018008885, O.P.R.M.C.TX. AND ON THE WEST MARGIN OF COUNTY ROAD 683, FOR THE POINT OF BEGINNING OF THE TRACT DESCRIBED HEREIN; (GRID COORDINATES X: 2,024,015.43', Y: 13,629,626.13');

THENCE SOUTH 11°20'42" EAST, WITH THE EAST LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE WEST MARGIN OF COUNTY ROAD 683, A DISTANCE OF 618.41 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "SAM" SET FOR A SOUTHEAST CORNER OF THE TRACT DESCRIBED HEREIN, FROM WHICH A 3-INCH STEEL FENCE POST FOUND AT A SOUTHEAST CORNER OF SAID 359.91 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF A CALLED 3.94 ACRE TRACT OF LAND TO JASON SHIPMAN AND MEGAN SHIPMAN, HUSBAND AND WIFE, DESCRIBED IN INSTRUMENT NUMBER 2015003247, O.P.R.M.C.TX., AND ON THE WEST MARGIN OF COUNTY ROAD 683, BEARS SOUTH 11°20'42" EAST, A DISTANCE OF 268.55 FEET;

THENCE OVER AND ACROSS SAID 359.91 ACRE TRACT, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

- 1) NORTH 61°01'17" WEST, A DISTANCE OF 28.66 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "SAM" SET FOR AN ANGLE CORNER OF THE TRACT DESCRIBED HEREIN,
- 2) SOUTH 75°57'36" WEST, A DISTANCE OF 111.08 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "SAM" SET FOR AN ANGLE CORNER OF THE TRACT DESCRIBED HEREIN,
- 3) SOUTH 70°32'22" WEST, A DISTANCE OF 97.06 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "SAM" SET FOR AN ANGLE CORNER OF THE TRACT DESCRIBED HEREIN,
- 4) SOUTH 60°01'26" WEST, A DISTANCE OF 46.69 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "SAM" SET FOR AN ANGLE CORNER OF THE TRACT DESCRIBED HEREIN,
- 5) SOUTH 36°47'46" WEST, A DISTANCE OF 48.20 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "SAM" SET FOR AN ANGLE CORNER OF THE TRACT DESCRIBED HEREIN,
- 6) SOUTH 17°28'30" WEST, A DISTANCE OF 48.92 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "SAM" SET FOR AN ANGLE CORNER OF THE TRACT DESCRIBED HEREIN,
- 7) SOUTH 09°33'46" WEST, A DISTANCE OF 128.52 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "SAM" SET FOR AN ANGLE CORNER OF THE TRACT DESCRIBED HEREIN, AND
- 8) NORTH 87°22'52" EAST, A DISTANCE OF 36.73 FEET TO A 3-INCH METAL FENCE POST FOUND AT AN EXTERIOR CORNER OF SAID 359.91 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF SAID 3.94 ACRE TRACT, FOR AN ANGLE CORNER OF THE TRACT DESCRIBED HEREIN;

EXHIBIT "A"

THENCE WITH AN EAST LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE WEST LINE OF SAID 3.94 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) SOUTH 24°26'13" WEST, A DISTANCE OF 168.30 FEET TO A FENCE POST FOUND FOR AN ANGLE CORNER OF THE TRACT DESCRIBED HEREIN, AND
- 2) SOUTH 00°14'38" EAST, A DISTANCE OF 276.39 FEET TO A 5/8-INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID 3.94 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF A CALLED 1.77 ACRE TRACT OF LAND TO CATHERINE A. CARROLL DESCRIBED IN A DEED RECORDED IN VOLUME 135, PAGE 1118, O.P.R.M.C.TX., FOR AN ANGLE CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE WITH THE EAST AND NORTH LINES OF SAID 359.91 ACRE TRACT, SAME BEING THE WEST AND SOUTH LINES OF SAID 1.77 ACRE TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) SOUTH 00°10'38" EAST, A DISTANCE OF 173.03 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "HOWARD SURVEYING" FOUND AT AN INTERIOR CORNER OF SAID 359.91 ACRE TRACT, SAME BEING A SOUTHWEST CORNER OF SAID 1.77 ACRE TRACT, FOR AN INTERIOR CORNER OF THE TRACT DESCRIBED HEREIN,
- 2) NORTH 88°59'38" EAST, A DISTANCE OF 116.88 FEET TO A 3-INCH STEEL FENCE POST FOUND AT A NORTHEAST CORNER OF SAID 359.91 ACRE TRACT, SAME BEING AN INTERIOR CORNER OF SAID 1.77 ACRE TRACT, FOR A NORTHEAST CORNER OF THE TRACT DESCRIBED HEREIN, AND
- 3) SOUTH 00°08'09" EAST, A DISTANCE OF 41.73 FEET TO A 10-INCH WOODEN FENCE POST FOUND AT THE SOUTHWEST CORNER OF SAID 1.77 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF A CALLED 4.852 ACRE TRACT OF LAND TO ALAN RAY GUIDRY, DESCRIBED IN VOLUME 596, PAGE 256, O.P.R.M.C.TX., FOR AN ANGLE CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE SOUTH 04°58'03" WEST, WITH AN EAST LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE WEST LINE OF SAID 4.852 ACRE TRACT AND THE WEST LINE OF A CALLED 4.714 ACRE TRACT OF LAND TO GAYLE JEAN GUIDRY, DESCRIBED IN VOLUME 596, PAGE 258, O.P.R.M.C.TX., A DISTANCE OF 1,018.41 FEET TO A 5-INCH WOOD FENCE POST FOUND AT A SOUTHEAST CORNER OF SAID 359.91 ACRE TRACT, SAME BEING THE SOUTHWEST CORNER OF SAID 4.714 ACRE TRACT, AND ON THE NORTH MARGIN OF THE UNION PACIFIC RAILROAD, FOR A SOUTHEAST CORNER OF THE TRACT DESCRIBED HEREIN, FROM WHICH A 1/2-INCH IRON ROD WITH CAP STAMPED "RPLS 5401" FOUND AT THE SOUTHEAST CORNER OF SAID 4.714 ACRE TRACT, SAME BEING ON THE NORTH MARGIN OF THE UNION PACIFIC RAILROAD, BEARS NORTH 62°48'29" EAST, A DISTANCE OF 432.01 FEET, AND NORTH 61°05'46" EAST, A DISTANCE OF 291.45 FEET;

THENCE SOUTH 59°01'48" WEST, WITH THE SOUTHEAST LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE NORTHWEST MARGIN OF UNION PACIFIC RAILROAD, A DISTANCE OF 2490.48 FEET TO A FENCE POST FOUND AT A SOUTH CORNER OF SAID 359.91 ACRE TRACT, SAME BEING THE EAST CORNER OF A CALLED 8.00 ACRE TRACT OF LAND TO PAUL NEAL AND STACY NEAL CONVEYED IN VOLUME 828, PAGE 1112, O.P.R.M.C.TX., AND DESCRIBED IN VOLUME 515, PAGE 682, DEED RECORDS, MEDINA COUNTY, TEXAS (O.P.R.M.C.TX.), AND ON THE NORTH MARGIN OF UNION PACIFIC RAILROAD, FOR A SOUTH CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE NORTH 41°16'10" WEST, WITH A SOUTHWEST LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE NORTHEAST LINE OF SAID 8.00 ACRE TRACT, AND THE NORTHEAST LINE OF A CALLED 40.6 ACRE TRACT OF LAND TO KOCH GATHERING SYSTEMS, INC., DESCRIBED IN VOLUME 237, PAGE 997, O.P.R.M.C.TX., A DISTANCE OF 1,140.84 FEET TO A FENCE POST FOUND AT AN INTERIOR CORNER OF SAID 359.91 ACRE TRACT, SAME BEING THE NORTH CORNER OF SAID 40.6 ACRE TRACT, AND THE EAST CORNER OF A CALLED 1.926 ACRE TRACT OF LAND TO KOCH GATHERING SYSTEMS, INC., DESCRIBED IN VOLUME 237, PAGE 997, O.P.R.M.C.TX., FOR AN INTERIOR CORNER OF THE TRACT DESCRIBED HEREIN;

EXHIBIT "A"

THENCE SOUTH 76°35'11" WEST, WITH A SOUTH LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE NORTH LINE OF SAID 1.926 ACRE TRACT, A DISTANCE OF 867.19 FEET, TO A 5/8-INCH IRON ROD WITH CAP STAMPED "SAM" SET AT AN INTERIOR CORNER OF SAID 359.91 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF SAID 1.926 ACRE TRACT, FOR AN INTERIOR CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE SOUTH 00°03'27" WEST, WITH AN EAST LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE WEST LINE OF SAID 1.926 ACRE TRACT, A DISTANCE OF 199.15 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "RPLS 5458" FOUND AT A SOUTHEAST CORNER OF SAID 359.91 ACRE TRACT, SAME BEING THE SOUTHWEST CORNER OF SAID 1.926 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF SAID 40.6 ACRE TRACT AND THE NORTHEAST CORNER OF A CALLED 10.00 ACRE TRACT OF LAND TO FRIO NEWLINE, LP, A DELAWARE LIMITED PARTNERSHIP, ACTING THROUGH FN GP, LLC, ITS GENERAL PARTNER, DESCRIBED IN VOLUME 568, PAGE 667, O.P.R.M.C.TX., FOR A SOUTHEAST CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE NORTH 89°48'44" WEST, WITH A SOUTH LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE NORTH LINE OF SAID 10.00 ACRE TRACT, A DISTANCE OF 751.37 FEET TO A 3-1/2-INCH ROUND CONCRETE MONUMENT WITH A 1/2-INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID 359.91 ACRE TRACT, SAME BEING THE SOUTHEAST CORNER OF A CALLED 83.05 ACRE TRACT OF LAND TO F&H FARMS, LLC, A TEXAS LIMITED LIABILITY COMPANY, DESCRIBED IN INSTRUMENT NUMBER 2019009041, O.P.R.M.C.TX., ON THE NORTH LINE OF SAID 10.00 ACRE TRACT, FOR THE SOUTHWEST CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE NORTH 00°02'06" WEST, WITH THE WEST LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE EAST LINE OF SAID 83.05 ACRE TRACT, A DISTANCE OF 1,845.66 FEET TO A 3-1/2-INCH ROUND CONCRETE MONUMENT WITH A 1/2-INCH IRON ROD FOUND AT AN INTERIOR CORNER OF SAID 359.91 ACRE TRACT, SAME BEING A NORTHEAST CORNER OF SAID 83.05 ACRE TRACT, FOR AN INTERIOR CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE NORTH 89°54'18" WEST, WITH A SOUTH LINE OF SAID 359.91 ACRE TRACT, SAME BEING A NORTH LINE OF SAID 83.05 ACRE TRACT, A DISTANCE OF 496.41 FEET TO A 3-1/2-INCH ROUND CONCRETE MONUMENT WITH A 1/2-INCH IRON ROD FOUND AT AN EXTERIOR CORNER OF SAID 359.91 ACRE TRACT, SAME BEING AN INTERIOR CORNER OF SAID 83.05 ACRE TRACT, FOR AN EXTERIOR CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE NORTH 00°01'44" WEST, WITH A WEST LINE OF SAID 359.91 ACRE TRACT, SAME BEING AN EAST LINE OF SAID 83.05 ACRE TRACT, A DISTANCE OF 1,250.22 FEET TO A 4-INCH BY 4-INCH WOODEN BLOCK FOUND AT A NORTHWEST CORNER OF SAID 359.91 ACRE TRACT, SAME BEING A NORTHEAST CORNER OF SAID 83.05 ACRE TRACT, AND ON THE SOUTH LINE OF A CALLED 4.816 ACRE TRACT OF LAND TO HEATHER ANNE GARCIA, DESCRIBED IN INSTRUMENT NUMBER 2016001883, O.P.R.M.C.TX., FOR A NORTHWEST CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE SOUTH 89°56'16" EAST, WITH A NORTH LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE SOUTH LINE OF SAID 4.816 ACRE TRACT, A DISTANCE OF 698.78 FEET TO A FENCE CORNER POST FOUND AT AN INTERIOR CORNER OF SAID 359.91 ACRE TRACT, SAME BEING THE SOUTHEAST CORNER OF SAID 4.816 ACRE TRACT, FOR AN INTERIOR CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE NORTH 00°02'27" WEST, WITH A WEST LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE EAST LINE OF SAID 4.816 ACRE TRACT, A DISTANCE OF 499.57 FEET TO A FENCE CORNER POST FOUND AT A NORTHWEST CORNER OF SAID 359.91 ACRE TRACT, SAME BEING A SOUTHWEST CORNER OF A CALLED 22.956 ACRE TRACT OF LAND TO DAVID GEORGE GARCIA, DESCRIBED IN VOLUME 483, PAGE 727, O.P.R.M.C.TX., ON THE EAST LINE OF SAID 4.816 ACRE TRACT, FOR A NORTHWEST CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE NORTH 89°50'06" EAST, WITH THE NORTH LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE SOUTH LINE OF SAID 22.956 ACRE TRACT, A DISTANCE OF 1390.15 FEET TO A FENCE CORNER POST FOUND AT AN EXTERIOR CORNER OF SAID 359.91 ACRE TRACT, SAME BEING AN INTERIOR CORNER OF SAID 22.956 ACRE TRACT, FOR AN EXTERIOR ANGLE CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE SOUTH 00°30'20" EAST, WITH AN EAST LINE OF SAID 359.91 ACRE TRACT, SAME BEING A WEST LINE OF SAID 22.956 ACRE TRACT, DISTANCE OF 241.28 FEET TO A FENCE CORNER POST FOUND AT AN INTERIOR CORNER OF SAID 359.91 ACRE TRACT, SAME BEING AN EXTERIOR CORNER OF SAID 22.956 ACRE TRACT, FOR AN INTERIOR CORNER OF THE TRACT DESCRIBED HEREIN;

EXHIBIT "A"

THENCE NORTH 89°49'24" EAST, WITH THE NORTH LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE SOUTH LINE OF SAID 22.956 ACRE TRACT AND THE SOUTH LINE OF A CALLED 5.338 ACRE TRACT OF LAND (TRACT 1) TO ROBERT S. MARTINEZ, DESCRIBED IN VOLUME 517, PAGE 694, O.P.R.M.C.TX., A DISTANCE OF 1,064.41 FEET TO A 5/8-INCH IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID 5.338 ACRE TRACT, SAME BEING THE SOUTHWEST CORNER OF LOT 8 OF THE STAR CROSSING SUBDIVISION, DESCRIBED IN VOLUME 10, PAGE 29, PLAT RECORDS, MEDINA COUNTY, TEXAS (P.R.M.C.TX.), FOR AN ANGLE CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE SOUTH 89°39'45" EAST, WITH THE NORTH LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE SOUTH LINE OF SAID LOT 8, A DISTANCE OF 292.23 FEET TO A 5/8" IRON ROD WITH CAP FOUND AT THE SOUTHEAST CORNER OF SAID LOT 8, SAME BEING THE SOUTHWEST CORNER OF LOT 9 OF SAID STAR CROSSING SUBDIVISION, FOR AN ANGLE CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE SOUTH 89°40'03" EAST, WITH THE NORTH LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 244.43 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ALLEN RPLS 5401" FOUND AT THE SOUTHEAST CORNER OF SAID LOT 9, SAME BEING THE SOUTHWEST CORNER OF A CALLED 1.990 ACRE TRACT OF LAND TO MELINDA SUE CARROLL-CONOVER, DESCRIBED IN INSTRUMENT NUMBER 2011000343, O.P.R.M.C.TX., FOR AN ANGLE CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE NORTH 89°41'05" EAST, WITH THE NORTH LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE SOUTH LINE OF SAID 1.990 ACRE TRACT, A DISTANCE OF 179.88 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ALLEN RPLS 5401" FOUND AT THE SOUTHEAST CORNER OF SAID 1.990 ACRE TRACT, SAME BEING THE SOUTHEAST CORNER OF SAID CALLED 5.397 ACRE TRACT FOR AN ANGLE CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE NORTH 89°47'09" EAST, WITH THE NORTH LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE SOUTH LINE OF SAID 5.397 ACRE TRACT, A DISTANCE OF 1,320.13 FEET TO THE POINT OF BEGINNING OF THE TRACT DESCRIBED HEREIN, CONTAINING 357.24 ACRES OF LAND, MORE OR LESS.

NORTH, BEARINGS, DISTANCES, AND COORDINATES SHOWN HEREON ARE SURFACE VALUES DERIVED FROM THE TEXAS COORDINATE SYSTEM OF 1983 (2011), SOUTH CENTRAL ZONE (4204). DISTANCES SHOWN ARE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 0.9998336796.

PLAT OF EVEN DATE ACCOMPANIES, AND IS CONSIDERED AN INTEGRAL PART OF THIS DESCRIPTION.


11/01/2022
RIZK IKHRAIS
TEXAS PROFESSIONAL LAND SURVEYOR NUMBER 5381
SURVEYING AND MAPPING, LLC.
TEXAS FIRM REGISTRATION NO. 10064300



EXHIBIT B

FORM OF PERSONAL PROPERTY PHASE CERTIFICATE

Rowan Land Resources LLC (the “Owner”) or [a Permitted Occupant] hereby request the creation of Personal Property Phase [1, 2, 3, or 4]:

Initials

1. This request is submitted on or before April 15 of (choose one):

- ____ The first calendar year after Real Property Phase 1 Abatement began;
____ The fourth calendar year after Real Property Phase 1 Abatement began;
____ The sixth calendar year after Real Property Phase 1 Abatement began; or
____ The eighth calendar year after Real Property Phase 1 Abatement began.

2. Attached hereto is a duly completed and signed Rendition of the personal property located within Medina County and used at the Data Center as of January 1 of this year that is owned by the undersigned (the “Phase 1 Personal Property”). Such Rendition utilizes Texas Comptroller Form 50-144.

3. The undersigned hereby requests that the Phase 1 Personal Property be granted a property account and that the Abatement be applied to such Personal Property pursuant to the terms of the Chapter 312 Agreement entered into by and between Medina County and Owner on _____, 2024.

4) All other terms and conditions of this Agreement have been complied with;

5) The undersigned agrees that the Personal Property Rendered herewith may not be included in any other Personal Property Phase Request and may not receive Abatement more than 10 years.

Signed on behalf of the ____ day of _____ 20__.

Rowan Land Resources, LLC

By: _____
Signature

Position/Title

[Permitted Occupant(s)]

By: _____
Signature

Position/Title

EXHIBIT C

FORM OF REAL PROPERTY PHASE CERTIFICATE

- Projected Construction Commencement Date
- Planned Construction Duration
- Estimated Construction Completion Date
- Number of Buildings
- Scope of Phase (attach site plan, layout, or survey) indicating Buildings (number and location) and other improvements and landscaping; indicate location of infrastructure (water, wastewater, electricity, drainage); should allow the reasonable and objective demarcation and segregation of the Property and Personal Property included within such Phase from each other Phase on the Property.
- List of necessary permits and approvals and copies thereof, as well as plans and specifications supporting issuance of permits and approvals
- Identification of general contractor(s)
- Building layout and survey of each such Phase

Rowan Land Resources, LLC

By: _____

Signature

Position/Title

[Permitted Occupant(s)]

By: _____

Signature

Position/Title

EXHIBIT D

FORM OF CONSTRUCTION COMMENCEMENT CERTIFICATE

Rowan Land Resources LLC (the “Company”) and [Permitted Occupants] hereby certify that:

- 1) Construction of the Improvements for Real Property Phase ____ has commenced;
- 2) all terms and conditions of this Agreement applicable to date have been complied with;
- 3) a projected building layout and Phase survey allowing the reasonable and objective demarcation and segregation of the Property and Improvements to be included within such Phase from each other Phase on the Property is attached hereto.

Signed on behalf of the ____ day of _____, 20__.

Rowan Land Resources, LLC

By: _____
Signature Position/Title

[Permitted Occupant(s)]

By: _____
Signature Position/Title

EXHIBIT E

FORM OF CONSTRUCTION COMPLETION CERTIFICATE

Rowan Land Resources LLC (the “Company”) and [Permitted Occupants] hereby certify that:

Initials

- 1) the facilities for Phase ____ have been completed and all facilities and improvements have been constructed or acquired by Company pursuant to said Agreement with a total investment of \$ _____,
- 2) all other terms and conditions of this Agreement have been complied with;
- 3) a building layout and phase survey allowing the reasonable and objective demarcation and segregation of the Property and Personal Property included within such Phase from each other Phase on the Property is attached hereto.

Signed on behalf of the ____ day of _____, 20 ____.

Rowan Land Resources, LLC

By: _____

Signature

Position/Title

[Permitted Occupant(s)]

By: _____

Signature

Position/Title

EXHIBIT F

FORM OF JOINDER AGREEMENT

JOINDER TO MEDINA COUNTY TAX INCENTIVE AGREEMENT

This JOINDER TO MEDINA COUNTY TAX INCENTIVE AGREEMENT (this “*Agreement*”) is executed this ____ day of _____, 202__ (the “*Effective Date*”), by and between Rowan Land Resources LLC, a Delaware limited liability company (“*Company*”) and _____, a _____ (“*Permitted Occupant*”).

RECITALS:

A. Company is developing a Data Center (as defined in the Tax Agreement) in Medina County, Texas and is a party to the Chapter 312 Agreement between Medina County and the Company dated _____, 2024 (the “*Tax Agreement*”).

B. Permitted Occupant is [leasing / operating] portions of the Data Center.

C. Permitted Occupant desires to become obligated to and to be bound by the terms of the Tax Agreement and to be eligible to receive or “Abatements” as those terms are defined in the Tax Agreement with respect to property it owns at the Data Center.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of such is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Joinder to Tax Agreement. Permitted Occupant does hereby join and agree to be bound by the terms of the Tax Agreement for all purposes and without limitation or exception. Company and Permitted Occupant shall cooperate with respect to all of the performance obligations that are applicable to Company or Permitted Occupant, respectively, under the Tax Agreement.

2. Specific Commitments By Permitted Occupant. Permitted Occupant agrees that [(a) on or before _____, 202__, it shall [take the following actions with respect to the] jobs required by Article III of the Tax Agreement and/or (b) on or before _____, 202__ [take the following actions with respect to the] required minimum investment required by Article III of the Tax Agreement, and Permitted Occupant shall accurately prepare, document, and deliver all reports required under the Tax Agreement with respect to such obligations.]

3. Incentives. Permitted Occupant shall be entitled to receive an allocable portion of the Abatements authorized by Medina County (the “County”) subject to the terms Tax Agreement with respect to property owned by Permitted Occupant that is located at the Data Center.

4. Mutual Indemnification. Company and Permitted Occupant hereby each agree to indemnify, defend and hold harmless the other, and each of their respective affiliates, equity owners, directors, stockholders, employees, agents, advisors, consultants, and successors and assigns from and against any and all losses, damages, liabilities, claims, judgments, liens, penalties, costs and expenses, including, without limitation, reasonable attorneys' and consultants' fees (collectively, "**Losses**"), sustained or incurred by said injured party arising from the injuring party's breach of the Tax Agreement. The provisions contained in this Section shall apply to the fullest extent permitted by law and shall survive the termination of this Agreement.

5. Assignment. Permitted Occupant acknowledges and agrees that its rights and obligations under this Agreement are not assignable (other than assignments to Company Affiliates as defined in the Agreement or collateral assignments) without the prior written consent of Company and the County, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the assignment limitation in the prior sentence, Permitted Occupant's rights and obligations under this Agreement may be collaterally assigned and/or pledged or otherwise encumbered, as applicable, by Permitted Occupant for the benefit of its creditors without the prior written consent of Company.

6. Notices. All notices to either party hereto shall be in writing and served personally on, or sent by first class U. S. Mail, postage-prepaid, to the addresses below as follows:

Company:

Permitted Occupant:

7. Successors and Assigns. This Agreement and the covenants contained therein shall inure to the benefit of and be binding on the respective heirs, successors, assigns, agents, contractors, and personal representatives of the parties to this Agreement.

8. Certifications.

(a) The Permitted Occupant makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as amended (collectively, the "**Covered Verifications**"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Permitted Occupant within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

i. The Permitted Occupant represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended.

ii. The Permitted Occupant hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Texas Government Code, as amended.

iii. The Permitted Occupant hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Texas Government Code, as amended.

iv. The Permitted Occupant hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Texas Government Code, as amended.

9. Miscellaneous. This Agreement may be executed simultaneously or in counterparts, each of which together shall constitute one and the same agreement. This Agreement shall be governed by and enforced in accordance with the laws of the State of Texas, without regard to principles of conflict of laws, which if applied, might require the application of the laws of another jurisdiction. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

[Signature page follows]

ROWAN LAND RESOURCES LLC

By: _____

Name: _____

Title: _____

Address for Notices: _____

[PERMITTED OCCUPANT]

By: _____

Name: _____

Title: _____

Address for Notices: _____

EXHIBIT G
FORM OF ANNUAL COMPLIANCE CERTIFICATE

To be filed annually with the County on or before April 30 of each year to which an Abatement applies

EMPLOYMENT REPORT

Date:

Company:

Effective Date of Agreement:

Number	Employer	Redacted Employee No. (last three digits)	Start Date	Full Time (yes/no)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
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37				
38				
39				
40				

Wage of the lowest paid employee \$ _____ included in the 40 employees required by the Agreement.

Company and/or permitted affiliates (“Company”) certify as follows:

- 1) the Project Improvements have been completed, constructed, or installed pursuant to the Agreement;
- 2) all ad valorem taxes not abated by the Agreement have been timely paid by Company;
- 3) Company is in compliance with the Minimum Jobs Requirement for such year; and
- 4) all other terms and conditions of this Agreement have been complied with.

OR

The Company hereby certifies that:

The Company is not in compliance with the Agreement because Company does not meet the following requirements for the current year (list all that apply):

Executed on the _____ day of _____, _____

Printed Name: _____

Title: _____

Signature: _____

EXHIBIT H
PUBLIC ACCESS ROAD DESCRIPTION

Final Site Plan to be attached upon approval by the County.

EXHIBIT I

FORM OF COMMUNITY ENGAGEMENT AGREEMENT

Rowan is committed to being a responsible, responsive and community-oriented partner to the residents of Medina County. Our top priority is to collaborate with Medina County, the City of Lytle, and other key partners in the community to build a high-value, low-impact facility that will benefit the entire region. Rowan plans to build our project with community feedback in mind and will continue to seek out their perspective throughout the development process.

To this end, Rowan will embark on a multipronged approach to community engagement:

Key Stakeholder Engagement Meetings: Rowan will work with Medina County Economic Development (GoMedina), the City of Lytle, and the greater: SATX Regional Economic Partnership, to develop a list of key stakeholders to engage with directly. Rowan will set up meetings with these organizations and key individuals to have direct conversations with, where key details of the project will be provided. This engagement will provide an opportunity for stakeholders to have direct contact with the development team, seek answers to questions, and provide input for the project.

Project Website: Rowan will develop and host a Project Cinco website that will provide key project details, timelines, frequently asked questions (FAQ), and host other key project events and communications. In an effort to provide direct access to the development team, the project website will include a webpage wherein members of the public will be able to reach out to the project team with questions, concerns, comments and suggestions. The site will also host a dynamic project FAQ section that will provide responses to frequently asked questions about the project.

Community Open House: Rowan will host a community open house of no less than three hours, free to attend by any member of the public. An invitation to the open house will be advertised in the local newspaper, sent to key stakeholders, provided to GoMedina and the City of Lytle for distribution through their own channels, and mailed via the U.S. Postal Service to all properties within a one-mile radius of the project site. To ensure the most participatory approach for this type of engagement, Rowan will host the event as a series of information stations that speak to various elements of the project's development proposal (e.g. environmental stewardship, responsible design & construction, community benefits, etc.), with pertinent Rowan subject matter experts staffing each station to engage directly with open house attendees.

Rowan shall deliver to the County a duly completed Community Engagement Certificate prior to any Form of Construction Commencement Certificate being submitted.

EXHIBIT I (CONT.)

COMMUNITY ENGAGEMENT CERTIFICATE

Rowan has completed the community focused activities as agreed to in the Community Engagement Agreement.

Rowan Land Resources LLC (the “Rowan”) hereby certifies that:

- 1) Rowan engaged with members of the community to discuss Rowan, the Project and responded to concerns the community shared.
- 2) Rowan created a Project-specific website that included a description of the project and provided a section for frequently asked questions related to the Project, and a method for the public to contact the development team directly.
- 3) Rowan hosted an open house specific to the Project which included an open invite to members of the local community.

Signed on behalf of the ____ day of _____ 20__.

Rowan Land Resources, LLC

By: _____
Signature

Position/Title

EXHIBIT J

Certification Regarding the Employment of Undocumented Workers

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) The business receiving any public subsidies provides pursuant to this Agreement, or a branch, division, or department of the business, does not and will not knowingly employ undocumented workers. For purposes of this Certification, “**Public Subsidies**” means grants, loans, loan guarantees, benefits relating to an enterprise or empowerment zone, fee waivers or rebates, land price subsidies, infrastructure development and improvements designed to principally benefit a single business or defined group of businesses, matching funds, tax refunds, tax rebates, or tax Abatements. For purposes of this Certification, “**undocumented worker**” means an individual who, at the time of employment, is not:

- (A) lawfully admitted for permanent residence to the United States; or
- (B) authorized to work in the United States under the federal Immigration and Nationality Act or by the Department of Homeland Security .

(2) If, after receiving the Public Subsidies provide herein, the business entity or a branch, division, or department of the business, is convicted of a violation under 8 U.S.C. to be Section 1324a(f), the business shall repay the amount of the Public Subsidy with interest to be charged at the statutory rate for delinquent taxes as determined by Section 33.01 of the Property Tax Code of the State of Texas, but without the addition of a penalty, according to the terms provided by this Agreement under V.T.C.A. Government Code § 2264.053, not later than the 120th day after the date the County notifies the business of the violation.

This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by V.T.C.A. Government Code § 2264.

ROWAN LAND RESOURCES LLC

By: _____

(Type name and title)

EXHIBIT C

ROAD USE AGREEMENT

**Road Use Agreement
Medina County, Texas**

This Road Use Agreement (“**Agreement**”) is entered into as of _____ (“**Effective Date**”) between County and Developer (each a “**Party**” and collectively the “**Parties**”).

Certain Project Information

County	Medina County, Texas, a political subdivision of the State of Texas
County Notice Address	Medina County Attn.: County Judge 1300 Avenue M, Room 250 Hondo, Texas 78861 Phone: (830) 741-6020 Fax: (830) 741-6025 Email: countyjudge@medinacountytexas.org and Medina County Attn.: Precinct 3 Commissioner 1300 Avenue M, Room 148 Hondo, Texas 78861 Phone: (830) 741-6006 Fax: (830) 741-6015 Email: david.lynch@medinacountytexas.org <u>With a copy to:</u> Clayton Binford McCall, Parkhurst & Horton L.L.P. 112 E. Pecan, Suite 1310 San Antonio, Texas 78205 Phone: (201) 225-2819 Fax: (210) 225-2984 Email: cbinford@mphlegal.com
County Senior Representative	David Lynch Precinct 3 Commissioner 1300 Avenue M, Room 148 Hondo, Texas 78861 Email: david.lynch@medinacountytexas.org
Developer	Rowan Land Resources LLC
Developer Notice Address	Rowan Land Resources LLC 1700 Westlake Avenue N. Suite 200

	Seattle, WA 98109 Attention: Chief Legal Officer Email: legal@rowan.digital & mromo@rowan.digital
Developer Senior Representative	Gary Cudmore, Vice President of Sustainable Engineering and Construction Email: gcudmore@rowan.digital
Project	Construction of certain Data Center Buildings and related improvements at the Site
Site	Approximately 440 acres of land located in in Commissioner Precinct No. 3 of the County, as more particularly described in Exhibit A
Roads	These certain portions of public roads maintained by the County: [].
Standards	Medina County Construction Standards for Roads, Streets, Bridges and Drainage Structures, effective as of February 27, 2020 (revised November 18, 2021), attached as Exhibit B.
Chapter 312 Agreement	That certain Chapter 312 Agreement between Medina County, Texas and Rowan Land Resources LLC, dated as of [].

1. **Purpose.** Developer intends to develop the Project at the Site, which is privately-owned land within the County. The development at the Site will occur in one or more Phases. In connection with Construction of the Project, County and Developer desire to address certain issues relating to transportation and traffic over the Roads by Developer Parties within the County to maintain public safety and welfare and to allow the safe, efficient and timely development of the Project.
2. **Application.** This Agreement only applies to the Construction of each Phase. This Agreement does not apply to any activities by Developer Parties other than in connection with Construction of a Phase or in respect of any activities by any Permitted Occupant or any party other than Developer Parties or any Company Affiliate.
3. **Pre-Phase Conditions.** At least 5 days prior to Commencement of Construction for each Phase, Developer at its cost will cause a qualified person experienced in roadway design and construction to perform a survey to record the visibly apparent surface condition of the Roads (the “**Pre-Phase Survey**”). Developer will inform County at least 5 days prior to the Pre-Phase Survey and provide County an opportunity to attend and participate in the Pre-Phase Survey. Developer will submit the Pre-Phase Survey to County for review and comment.
4. **Post-Phase Conditions.** Within 15 days of Completion of Construction for each Phase, Developer at its cost will cause a qualified person experienced in roadway design and construction perform a survey to record the visibly apparent surface condition of the Roads (“**Post-Phase Survey**”). The Post-Phase Survey will be conducted in a manner similar to the Pre-Phase Survey. Developer will inform County at least 5 days prior to the Post-Phase Survey and provide County an opportunity to attend and participate in the Post-Phase Survey. Developer will submit the Post-Phase Survey to County for review and comment.

The Pre-Phase Survey and Post-Phase Survey will be compared to identify damage caused by Developer Parties' use of the Roads during Construction of a Phase, including lane rutting and other damage and excluding normal wear and tear and damage that would have occurred regardless of use by Developer Parties (the "**Damage**"). Within 45 days of Completion of Construction for each Phase, Developer will submit to County a good-faith and reasonable cost estimate for all the materials, labor and equipment to repair the Damage in a timely and workmanlike manner in accordance with the Standards ("**Repair Estimate**").

5. **Repair Payment.** Once accepted by County (acting reasonably), Developer will pay County the amount of the Repair Estimate and receipt of payment by County will fully satisfy Developer's obligations in connection with the Damage.

If County does not (acting reasonably) accept the Repair Estimate, the Repair Estimate will be deemed to be the actual, substantiated and reasonable costs paid by County to a qualified third-party to repair the Damage in accordance with the Agreement.

6. **Coordination.** Prior to Completion of Construction for a Phase, County and Developer will cooperate with each other to address safety hazards to public travel on the Roads to the extent such hazards are caused by Developer Parties during Construction of a Phase. County will notify Developer if it believes any damage to the Roads caused by Developer Parties may endanger public safety and Developer is responsible for the reasonable costs to repair such damage caused by Developer Parties in accordance with the Standards.
7. **Escalation.** Within 10 days of either Party's request to escalate an issue relating to the Agreement, the County Senior Representative and Developer Senior Representative identified in the Certain Project Information will meet virtually and in good faith attempt to resolve the issue reasonably, expeditiously and in accordance with the intention of the Parties as expressed in the Agreement. Each Party will notify the other in accordance with Section 14 of a change in the Party's Senior Representative.
8. **Security.** Within 15 days of the Commencement of Construction for each Phase, Developer at its cost will provide County a surety bond in the form attached as Exhibit C or, in lieu of a surety bond, a letter of credit, cash collateral or other form of security reasonably acceptable to County to secure Developer's payment and performance obligations in the Agreement up to \$75,000.00 (the "**Security**"). If the Security is a surety bond, then it will be issued by a reputable company listed on the U.S. Department of Treasury Listing of Approved Sureties and authorized to issue surety bonds in the State of Texas. If the Security, as applicable, becomes expired or invalid, Developer at its costs will provide County new Security in compliance with this Section. The Security will terminate, and County will release the Security to Developer, 90 days after Completion of Construction for each Phase. County (acting reasonably) may release all or any part of the Security to reflect the reasonable amount of Developer's remaining obligations under the Agreement.

If Developer does not perform its obligations in accordance with the Agreement after 15 days written notice to Developer (and after, if requested by either Party, a meeting of the Senior

Representatives in accordance Section 7), County may draw on all or part of the Security as necessary to perform Developer's obligations under the Agreement. Notwithstanding County's draw on all or part of the Security, Developer is obligated to pay County the full amount of the Repair Estimate for each Phase.

9. **Damages.** Neither Party will be liable to the other for any indirect, consequential or punitive damages in connection with this Agreement. Each Party's total aggregate liability in connection with this Agreement will not exceed the aggregate amount of the Repair Estimate for each Phase.
10. **Entire Agreement; Modifications; Term.** The Agreement constitutes the entire, final and exclusive agreement between County and Developer regarding this subject matter. Any modification to the Agreement must be in a writing signed by each Party. This Agreement will terminate upon termination of the Chapter 312 Agreement.
11. **Assignment.** The Agreement may only be assigned upon written consent of the other Party, which consent will not be unreasonably withheld, conditioned or delayed, except that Developer may assign, pledge and encumber the Agreement to the same extent Developer can do so under the Chapter 312 Agreement.
12. **Governing Laws.** This Agreement will be governed by the laws of the State of Texas, excluding its conflicts of law provisions. Developer irrevocably consents to the venue and jurisdiction of the state and federal courts in Medina County, Texas to resolve any disputes arising from this Agreement.
13. **Confidentiality.** Subject to the Texas Public Information Act, this Agreement and related communications are governed by the Mutual Non-Disclosure Agreement between County and Developer effective as of March 6, 2023 ("**NDA**"); and if the NDA expires or terminates for any reason the terms of the NDA will continue to apply to this Agreement and related communications until the Parties sign a new confidentiality agreement.
14. **Notice.** The Parties will provide all legal notices in connection with the Agreement in writing to the addresses (including e-mail addresses) identified in the Certain Project Information above, which may only be changed by a Party with 15 days' written notice to the other Party.
15. **Miscellaneous.** Unless the context provides otherwise, all references to "include" and its derivatives are not limiting and days means calendar days. If one or more provisions of the Agreement are deemed unenforceable, those provisions will be deemed modified to the extent necessary for them to be enforceable and, if they cannot be saved, severable from the Agreement. The Agreement does not create any third-party beneficiary rights.
16. **Definitions**
 - 16.1 **"Building"** has the meaning in the Chapter 312 Agreement.
 - 16.2 **"Commencement of Construction"** has the meaning in the Chapter 312 Agreement.
 - 16.3 **"Company Affiliate"** has the meaning in the Chapter 312 Agreement.

- 16.4 **“Completion of Construction”** has the meaning in the Chapter 312 Agreement.
- 16.5 **“Construction”** has the meaning in the Chapter 312 Agreement.
- 16.6 **“Damage”** has the meaning in Section 4.
- 16.7 **“Data Center”** has the meaning in the Chapter 312 Agreement.
- 16.8 **“Developer Parties”** means Developer, any Company Affiliate and their contractors in direct or indirect contractual privity with Developer or any Company Affiliate in connection with Construction of a Phase.
- 16.9 **“NDA”** has the meaning in Section 13.
- 16.10 **“Phase”** has the meaning in the Chapter 312 Agreement.
- 16.11 **“Permitted Occupant”** has the meaning in the Chapter 312 Agreement.
- 16.12 **“Post-Phase Survey”** has the meaning in Section 4.
- 16.13 **“Pre-Phase Survey”** has the meaning in Section 3.
- 16.14 **“Repair Estimate”** has the meaning in Section 4.
- 16.15 **“Security”** has the meaning in Section 8.

[Signature Page Follows]

The Parties have signed the Agreement as of the Effective Date.

Medina County, Texas,

as County

By: _____

Name:

Title:

Rowan Land Resources LLC,

as Developer

By: _____

Name:

Title:

STATE OF _____, _____ COUNTY, TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 2024, before me, the subscriber, a Notary Public of the State of _____, personally appeared _____, who is either known to me (or satisfactorily proven) to be the _____ of _____ (the Developer), and that they executed the same on behalf of Developer for the purposes herein contained.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires:

EXHIBIT D

CONSTRUCTION MANAGEMENT AGREEMENT

**Construction Management Agreement
Medina County, Texas**

This Construction Management Agreement (“**Agreement**”) is entered into as of _____ (“**Effective Date**”) between County and Developer (each a “**Party**” and collectively the “**Parties**”).

Certain Project Information

County	Medina County, Texas, a political subdivision of the State of Texas
County Notice Address	Medina County Attn.: County Judge 1300 Avenue M, Room 250 Hondo, Texas 78861 Phone: (830) 741-6020 Fax: (830) 741-6025 Email: countyjudge@medinacountytexas.org and Medina County Attn.: Precinct 3 Commissioner 1300 Avenue M, Room 148 Hondo, Texas 78861 Phone: (830) 741-6006 Fax: (830) 741-6015 Email: david.lynch@medinacountytexas.org <u>With a copy to:</u> Clayton Binford McCall, Parkhurst & Horton L.L.P. 112 E. Pecan, Suite 1310 San Antonio, Texas 78205 Phone: (201) 225-2819 Fax: (210) 225-2984 Email: cbinford@mphlegal.com
County Senior Representative	David Lynch Precinct 3 Commissioner 1300 Avenue M, Room 148 Hondo, Texas 78861 Email: david.lynch@medinacountytexas.org
Developer	Rowan Land Resources LLC
Developer Notice Address	Rowan Land Resources LLC 1700 Westlake Avenue N. Suite 200

	Seattle, WA 98109 Attention: Chief Legal Officer Email: legal@rowan.digital & mromo@rowan.digital
Developer Senior Representative	Gary Cudmore Vice President of Sustainable Engineering and Construction Email: gcudmore@rowan.digital
Project	Construction of certain Data Center Buildings and related improvements at the Site
Site	Approximately 440 acres of land located in in Commissioner Precinct No. 3 of the County, as more particularly described in Exhibit A
Construction Hours	Monday – Saturday: 7am – 7pm Sunday: none
Chapter 312 Agreement	That certain Chapter 312 Agreement between Medina County, Texas and Rowan Land Resources LLC, dated as of [].

1. **Purpose.** Developer intends to develop the Project at the Site, which is privately-owned land within the County. The development at the Site will occur in one or more Phases. County and Developer desire that the Project be developed by Developer in accordance with prudent construction management practices applicable in the County, including relating to community and stakeholder engagement and environmental management practices. As such, County and Developer desire to address certain issues relating to Developer’s Construction at the Site as provided in this Agreement.
2. **Application.** This Agreement only applies to the Construction of each Phase. This Agreement does not apply to any activities by Developer other than in connection with Construction of a Phase or in respect of any activities by any Permitted Occupant or any party other than Developer or any Company Affiliate.
3. **Construction Hours.** During Construction of any Phase, Developer will only use motorized and engine-driven construction equipment and machinery such as loaders, rock drills/crushers, graders, dozers, backhoes, cranes or hoists, concrete pumping trucks/mixers/vibrators (collectively, “**Construction Equipment**”) at the Site during Construction Hours. Developer may submit to County a request to use Construction Equipment at the Site outside of the Construction Hours, and the Parties will reasonably cooperate with each other to accommodate the request; provided Developer has the right, upon reasonable written notice to County and for no more than 60 days in the aggregate for each Phase, to modify the Construction Hours by adding up to 3 additional hours per day Monday to Saturday (starting no earlier than 6am) and up to 8 hours per day on Sunday (starting no earlier than 8am). Developer will use reasonable efforts to plan and execute Construction to avoid or minimize any modifications to the Construction Hours. Nothing in this Section will prevent Developer from performing activities outside the Construction Hours to the extent and for the period required (i) to protect the health and safety of the community and personnel and prevent damage to equipment and materials, (ii) in the case of an emergency, (iii) to maintain a public utility service, or (iv) in accordance with this Agreement, and Developer will provide County notice as soon as practical of all such work.

4. **Site Plan Submittals.** As part of the Site plan submission to County, Developer will provide County the following studies:
 - 4.1 traffic/transportation assessment of the areas affected by traffic generated by the Phase;
 - 4.2 noise study of noise generated by the normal expected operation of the Phase measured at the Site boundaries;
 - 4.3 visual impacts analysis of the Phase to include a viewshed analysis, photo simulations or renderings of the Phase, and vegetation and screening plans; and
 - 4.4 setbacks from Site boundaries.
5. **Developer Plans.** At least 15 days prior to Commencement of Construction for each Phase, Developer will submit to County the following for the Phase:
 - 5.1 *Site Plan.* A site plan depicting improvements to the Site by Developer in connection with the Project with at least a 250 foot setback from property boundaries for all buildings.
 - 5.2 *Site Logistics Plan.* A plan describing for the Site during construction activities: temporary storage areas for materials; safety and security plans; worker cooling and hydration stations; Site access areas; Site trailer locations; traffic safety controls; any off-Site parking locations and procedures; and overweight equipment delivery routes in the County;
 - 5.3 *Dust Control Plan.* A plan describing the dust control and construction watering plans during mass grading activities to mitigate air borne and fugitive dust resulting from Construction at the Site;
 - 5.4 *Erosion and Sediment Control Plan.* A plan showing berms, landscaping, ponds, flood lines, silt fences and a description of the erosion, sediment control and a description of the storm water management practices to be implemented relating to Construction at the Site in compliance with all Texas Commission on Environmental Quality requirements; and
 - 5.5 *Tree Preservation Survey.* Developer will cause a third-party to conduct a tree survey of the Site. The tree survey will identify the species, size, health and location of each tree on the Site. In a manner consistent with good environmental and development practices in the County, Developer will use reasonable efforts to preserve significant trees identified in the tree survey,

(collectively the “**Developer Plans**”).

Developer will meet with County (and, as applicable, the local Fire Department and other County departments) to review the Developer Plans and reasonably address County’s comments. Developer will use reasonable efforts to develop the Site in accordance with the Developer Plans and will update County regarding the implementation of Developer Plans in accordance with Section 7.

6. **Developer Staffing.** During each Phase, Developer will maintain the following staff for the Construction of the Phase who will each have a regular presence on-Site (the “**Staffing Plan**”):
- a. (1) Construction Manager – responsible for monitoring the performance of on-Site work by Developer’s Construction contractors, including quality control and assurance programs.
 - b. (1) Safety Manager – responsible for monitoring Developer’s on-Site contractors’ implementation of Construction safety programs.
 - c. (1) Project Engineer – responsible for monitoring progress of Developer’s on-Site contractors’ Construction activities.
 - d. (1) Project Manager – responsible for overall Construction scheduling and coordination.
 - e. (1) Design Manager – responsible for monitoring engineers and architects responsible for the design of the Project.
7. **Monitoring and Reporting.** Starting after Commencement of Construction and ending upon Completion of Construction for each Phase, Developer will provide County within 20 days of the end of each calendar quarter a written report (each a “**Quarterly Report**”) describing:
- a. any updates to any Developer Plan since the last Quarterly Report;
 - b. any updates to the Staffing Plan since the last Quarterly Report;
 - c. a summary of any modifications to the Construction Hours in the prior quarter allowed or agreed pursuant to Section 3;
 - d. any material deviations from the Developer Plans during performance of the on-Site work during the prior quarter and Developer’s plan to remedy the deviation;
 - e. a summary of Community Concerns and the actions taken or proposed by Developer to resolve the Community Concerns; and
 - f. any items reasonably requested by County to be included in the Quarterly Report relating to the Agreement.

If requested by either Party, Developer and County will meet virtually to discuss each Quarterly Report within 7 days of the date it is received by County. The representative(s) of Developer at each meeting will be knowledgeable about the contents of the Quarterly Report. The Parties will discuss and agree any follow-up actions by either Party.

8. **Community Engagement**

- 8.1 **Community Concerns.** Developer will maintain a website for members of the community to submit complaints or concerns relating to the Construction of a Phase (each a “**Community Concern**”). Developer will take appropriate action on each Community Concern. Developer will provide County a summary of any Community Concerns in accordance with Section 7 and the Parties will cooperate with each other to address each unresolved Community Concern to the extent practicable.

- 8.2 **Mobile Food Service Vehicles.** During Construction of each Phase, Developer will make reasonable efforts to accommodate local mobile food vehicles at the Site during the Construction Hours in accordance with applicable access, health and safety, and security procedures.
9. **Escalation.** Within 10 days of either Party's request to escalate an issue relating to the Agreement, the County Senior Representative and Developer Senior Representative identified in the Certain Project Information will meet virtually and in good faith attempt to resolve the issue reasonably, expeditiously and in accordance with the intention of the Parties as expressed in the Agreement. Each Party will notify the other in accordance with Section 15 of a change in the Party's Senior Representative.
10. **Damages.** Neither Party will be liable to the other for any indirect, consequential or punitive damages in connection with this Agreement.
11. **Entire Agreement; Modifications; Term.** The Agreement constitutes the entire, final and exclusive agreement between County and Developer regarding this subject matter. Any modification to the Agreement must be in a writing signed by each Party. This Agreement will terminate upon termination of the Chapter 312 Agreement.
12. **Assignment.** The Agreement may only be assigned upon written consent of the other Party, which consent will not be unreasonably withheld, conditioned or delayed, except that Developer may assign, pledge and encumber the Agreement to the same extent Developer can do so under the Chapter 312 Agreement.
13. **Governing Laws.** This Agreement will be governed by the laws of the State of Texas, excluding its conflicts of law provisions. Developer irrevocably consents to the venue and jurisdiction of the state and federal courts in Medina County, Texas to resolve any disputes arising from this Agreement.
14. **Confidentiality.** Subject to the Texas Public Information Act, this Agreement and related communications are governed by the Mutual Non-Disclosure Agreement between County and Developer effective as of March 6, 2023 ("**NDA**"); and if the NDA expires or terminates for any reason the terms of the NDA will continue to apply to this Agreement and related communications until the Parties sign a new confidentiality agreement.
15. **Notice.** The Parties will provide all legal notices in connection with the Agreement in writing to the addresses (including e-mail addresses and the other Party's Senior Representative) identified in the Certain Project Information above, which may only be changed by a Party with 15 days' written notice to the other Party.
16. **Miscellaneous.** Unless the context provides otherwise, all references to "include" and its derivatives are not limiting and days means calendar days. If one or more provisions of the Agreement are deemed unenforceable, those provisions will be deemed modified to the extent necessary for them to be enforceable and, if they cannot be saved, severable from the Agreement. The Agreement does not create any third-party beneficiary rights.

17. **Definitions**

- 17.1 **“Building”** has the meaning in the Chapter 312 Agreement.
- 17.2 **“Commencement of Construction”** has the meaning in the Chapter 312 Agreement.
- 17.3 **“Community Concern”** has the meaning in Section 8.
- 17.4 **“Company Affiliate”** has the meaning in the Chapter 312 Agreement.
- 17.5 **“Completion of Construction”** has the meaning in the Chapter 312 Agreement.
- 17.6 **“Construction”** has the meaning in the Chapter 312 Agreement.
- 17.7 **“Construction Equipment”** has the meaning in Section 3.
- 17.8 **“Data Center”** has the meaning in the Chapter 312 Agreement.
- 17.9 **“Developer Plans”** has the meaning in Section 5.
- 17.10 **“NDA”** has the meaning in Section 14.
- 17.11 **“Phase”** has the meaning in the Chapter 312 Agreement.
- 17.12 **“Permitted Occupant”** has the meaning in the Chapter 312 Agreement.
- 17.13 **“Quarterly Report”** has the meaning in Section 7.

[Signature Page Follows]

The Parties have signed the Agreement as of the Effective Date.

Medina County, Texas,
as County

By: _____
Name:
Title:

Rowan Land Resources LLC,
as Developer

By: _____
Name:
Title:

STATE OF _____, _____ COUNTY, TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 2024, before me, the subscriber, a Notary Public of the State of _____, personally appeared _____, who is either known to me (or satisfactorily proven) to be the _____ of _____ (the Developer), and that they executed the same on behalf of Developer for the purposes herein contained.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires:

**CHAPTER 312 AGREEMENT
BETWEEN
MEDINA COUNTY, TEXAS AND ROWAN LAND RESOURCES LLC**

This Agreement (this “**Agreement**”), dated and effective as of December 30, 2024 (the “**Effective Date**”), is entered into by and between Medina County, Texas, a political subdivision of the State of Texas (the “**County**”), and Rowan Land Resources LLC (the “**Company**”), pursuant to the Constitution and general laws of the State of Texas including Chapter 312, as amended, Texas Tax Code. The County and the Company are referred to herein, individually, as a “**Party**” and, collectively, as the “**Parties.**”

PREAMBLE

WHEREAS, the Commissioners Court (the “**Court**”) of the County recognizes the importance of its continued role in local economic development and the protection and promotion of the health, safety, and welfare of its inhabitants; and

WHEREAS, the Company has identified approximately 440 acres of land located in Commissioner Precinct No. 3 of the County, as more particularly described in **Exhibit A** (the “**Property**”), that is suitable for development of a Data Center and related infrastructure; and

WHEREAS, the Company, subject to receipt of financial incentives from the County as herein described, has selected the Property over other competing locations as the optimal site for Project development; and

WHEREAS, the County adopted its Guidelines and Criteria consistent with Section 312.002 of the Texas Tax Code on December 9, 2024; and

WHEREAS, to support the authorization and the execution of this Agreement, the County has heretofore created and there now exists Reinvestment Zone Number Three, Medina County, Texas (the “**Reinvestment Zone**”), whose boundaries are coterminous with the Property; and

WHEREAS, in determining to award certain tax Abatements to the Company and certain Permitted Occupants, the County hereby finds that the enhancement and improvement of the Property resulting from Project development will substantially advance legitimate County interests hereinbefore described and benefit the County and its residents by, among other things, increasing the County’s property and sales tax bases, providing enhanced employment opportunities within the County, and serving as a catalyst for additional, beneficial development in and around the Property and other areas within the County; and

NOW, THEREFORE, for and in consideration of the above stated recitals, which are made a part of this Agreement for all purposes, the benefits described below, and the mutual promises expressed herein, the sufficiency of which is hereby acknowledged by the Parties, the Parties hereby contract, covenant, and agree as follows:

I. DEFINITIONS

1.01. Construction of Terms. All terms and phrases defined herein shall have the meanings and definitions ascribed thereto. Terms that have well known technical, municipal, or construction or development industry meanings are used in accordance with such recognized meanings, unless otherwise defined herein or unless the context clearly indicates a different meaning. If appropriate in the context of this Agreement, words of the singular shall be considered to include the plural, words of the plural shall be considered to include the singular, and words of the masculine, feminine, or neuter gender shall be considered to include the other genders. The titles given to any article or section of this Agreement are for convenience of reference only and are not intended to modify the meaning of the article or section.

1.02. Definition of Certain Terms. As used in this Agreement, and in addition to those terms defined in the preamble above, the following terms shall have the meanings set out below:

“Abatement” shall refer to the forbearance to charge all or a portion of a County Tax, only as expressly provided for herein and as authorized by the Act.

“Abatement Period” means the ten year periods defined herein for any of the Phase 1 through Phase 5 Real Property Phases or the Phase 1 through Phase 4 Personal Property Phases.

“Act” means, together, Chapter 312, as amended, Texas Tax Code.

“Annual Compliance Certificate” means a certificate, annually completed and delivered to the County in accordance with Section 4.17, in substantially the form attached hereto as **Exhibit G**.

“Assessed Property” means the Property, all Improvements thereon, and all Personal Property located thereon or therein, owned by the Company or a Permitted Occupant and that are subject to ad valorem taxation under applicable Texas law.

“Assessed Value” means the value of any of the Assessed Property, as determined on an annual basis by the Medina County Appraisal District for purposes of ad valorem taxation.

“Authorizing Order” means County Order No. 20241230-1 adopted by the Court on December 30, 2024, which Order authorizes the County’s entering into this Agreement and other matters necessary or incidental to the foregoing, all in accordance with the Act.

“Bankruptcy Event” means (a) commencement of an involuntary proceeding or an involuntary petition shall be filed seeking (i) liquidation, reorganization, or other relief in respect of the Company or of a substantial part of the assets of the Company under any insolvency or debtor relief law or (ii) the appointment of a receiver, trustee, liquidator, custodian, sequestrator, conservator, or similar official for the Company or a substantial part of the Company’s assets and, in any case referred to in the foregoing clauses (i) and (ii), such proceeding or petition shall continue undismissed for sixty (60) days or an order or decree approving or ordering any of the foregoing shall be entered; or (b) the Company shall (i) apply for or consent to the appointment of

a receiver, trustee, liquidator, custodian, sequestrator, conservator or similar official for the Company or for a substantial part of the Company's assets, or (ii) generally not be paying its debts as they become due unless such debts are the subject of a bona fide dispute, or (iii) make a general assignment for the benefit of creditors, or (iv) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition with respect to it described in clause (b)(i) of this definition, or (v) commence a voluntary proceeding under any insolvency or debtor relief law, or file a voluntary petition seeking liquidation, reorganization, an arrangement with creditors or an order for relief under any insolvency debtor relief law, or (i) file an answer admitting the material allegations of a petition filed against it in any proceeding referred to in the foregoing clauses (i) through (v), inclusive, of this part (b), and, in any case referred to in the foregoing clauses (i) through (v), such action has not been cured within twenty (20) days thereafter.

"Building" means the dedicated commercial space containing computing and communications networking equipment that will have a maximum of 350,000 square feet of space and a maximum of two stories (with each story generally being up to twenty-eight feet (28') when measured floor-to-ceiling).

"City" means the City of Lytle, Texas.

"Commencement of Construction" means commencement of Construction of a Phase, as evidenced by delivery to the County of a Construction Commencement Certificate.

"Community Engagement Agreement" means the Community Engagement Agreement, a copy of which is attached hereto as **Exhibit I** and hereby incorporated by reference for all purposes as though reproduced in its entirety herein, that provides the terms by which the Company has agreed to adhere.

"Company Affiliate" means any entity that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, the Company. For this purpose, the term *"control"* shall mean direct or indirect ownership of more than fifty percent (50%) of the voting stock of a corporation (or equivalent equity interest for other types of entities) or the power to direct or cause the direction of the management and policies of the controlled entity, whether through the ownership of voting securities, by contract or otherwise.

"Completion of Construction" means substantial completion of Construction of a Phase, as evidenced by delivery to the County of a Construction Completion Certificate.

"Construction" means active work on the Property to develop a Phase, including delivery of equipment and materials to the Property in anticipation of commencement of work (but excluding site visits, exploration, surveys, testing, and other due diligence activities), after receipt of all necessary permits and approvals to actually commence such work.

"Construction Commencement Certificate" means a certificate indicating Commencement of Construction of a Phase, in substantially the form attached hereto as **Exhibit D**.

“Construction Completion Certificate” means a certificate indicating Completion of Construction of a Phase, in substantially the form attached hereto as **Exhibit E**.

“County Tax Rate” means the annual ad valorem tax rate adopted by the Court for general maintenance and operating purposes, specifically excluding the County’s road and bridge tax and ad valorem tax levied for payment of debt service (also known as the interest and sinking fund tax).

“County Taxes” means those annual ad valorem tax collections realized by the County from the Court’s annual levy of the County Tax Rate upon the Assessed Value for general maintenance and operating purposes (but specifically excluding the County ad valorem tax revenues realized from its levy of a road and bridge tax and an interest and sinking fund tax).

“Court” means the County Commissioners Court.

“CPI-W” means the Consumer Price Index for Urban Wage Earners and Clerical Workers, published by the United States Bureau of Labor Statistics and updated on a monthly basis.

“Data Center” means up to ten Buildings and their related facilities in up to five Real Property Phases and up to four Personal Property Phases, including (without limitation) those facilities used to house computer systems and associated telecommunications, storage, cooling, power supplies, generators, racking systems, power systems, mechanical systems, security systems, offices for the processing and storage of data and related infrastructure such as access, parking, and drainage.

“Development Duration” means a Phase’s period of development, commencing with respect to such Phase upon its Commencement of Construction and concluding upon its Completion of Construction.

“Force Majeure Event” means war, act of terrorism, civil commotion, pandemic, quarantine, fire, severe flood, hurricane, tornado, explosion, court order, or change in requirements of applicable law in existence as of the date hereof or other similar events or circumstances that are outside of the Company’s control, but only to the extent that such events or circumstances delay final completion of the Project or otherwise make the Company’s construction of the Project impracticable or impossible after taking reasonable steps to mitigate the effects thereof.

“Improvement” has the meaning ascribed thereto in Section 1.04(3), as amended, Texas Tax Code.

“Joinder Agreement” means a completed and executed Joinder Agreement in substantially the form attached hereto as **Exhibit F**.

“Minimum Jobs Requirement” means the cumulative creation and maintenance of at least 40 full-time equivalent employment opportunities attributable to the Project by the Company and/or each Permitted Occupant, available within the County, and compensated at a monetary level at least equal to the Minimum Salary.

“Minimum Salary” means an annual salary of 120% of the County average weekly wage beginning on January 1 of the 5th year after the year in which the first Construction Completion Certificate is delivered and thereafter adjusted annually on December 31 of each remaining year of the Term (on a percentage basis based on movement in the CPI-W from the prior December 31).

“Permitted Occupant” means each of Company’s tenants, the Tenants’ Affiliates, and on-site operators occupying and/or operating all or a portion of the Project who sign and deliver to the County a Joinder Agreement.

“Personal Property” has the meaning ascribed thereto in Section 1.04(4), as amended, Texas Tax Code.

“Personal Property Phase” shall mean and include the Personal Property described and rendered in each Personal Property Phase Certificate.

“Personal Property Phase Certificate” means a certificate in the form attached hereto as **Exhibit B**.

“Phase” or ***“Phases”*** means any one or more of Phase 1 through Phase 5 Real Property Phases or Phase 1 through Phase 4 Personal Property Phases.

“Placed Into Service” means the time that a developed portion of any Data Center is first placed by the Company or a Permitted Occupant in a condition or state of readiness and availability for its specifically assigned function.

“Project” means the development of one or more Buildings, not to exceed ten Buildings in aggregate, in up to five Phases on the Property, which (upon completion) is herein also referred to as the Data Center.

“Real Property Phase 1” is defined as set forth in Section 3.03.

“Real Property Phase 2, 3, 4, or 5” is defined as set forth in Section 3.04.

“Real Property Phase Certificate” means a certificate in the form attached hereto as **Exhibit C**.

“State” means the State of Texas.

“State Sales Tax Exemption Program” means the State’s program of temporary exemption from payment of State sales and use tax in connection with development of qualifying data centers, including (as contemplated by the Company) the Data Center, rules for which are included in Texas Administrative Code Title 34, Part 1, Chapter 3, Subchapter O, Rule § 3.335.

“Taxes” means all present or future taxes (including ad valorem taxes and sales and use taxes), levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed upon the real, personal, or mixed property that comprises any part of the Property or the Project by any local government (including the County

and any other local taxing jurisdiction whose territory, in whole or in part, is within the County) under whose jurisdiction the Property or the Project (or any portion thereof), the Company, or any Permitted Occupant is subject.

“Term” means the period of time commencing on the Effective Date and concluding on the Termination Date.

“Termination Date” means December 31 of the final calendar year of all of the Real Property Phases and the Personal Property Phases.

II. AUTHORITY AND TERM

2.01. Authority. The County enters into this Agreement pursuant to the authority granted thereto under the Constitution and general laws of the State, including the Act, and the Authorizing Order. The Company enters into this Agreement pursuant to its general corporate powers.

2.02. Term. This Agreement shall become effective and enforceable on the Effective Date and shall continue through the Termination Date, unless earlier terminated by the County in accordance with Article VI. Notwithstanding anything to the contrary, and provided that the associated terms allow continued compliance with the Act, this Agreement may be extended by mutual agreement of the Parties.

III. COMPANY COMMITMENTS

3.01. General. The Company plans to develop or cause one or more Permitted Occupants to develop upon the Property, in Phases, one (1) but not more than ten (10) Buildings and, if developed, to thereafter, after a developed Building is Placed Into Service, continuously operate the same in a manner consistent with its originally intended purpose for the entirety of the Term, all in accordance with the provisions of this Agreement. It shall not be a breach or default of this Agreement if Company or Permitted Occupants are not able to develop one or more Buildings on the Property.

3.02. Company Commitments Relative to Development of All Real Property Phases.

(a) The Company hereby agrees, promises, represents, warrants, and covenants that, if developed, the following conditions shall apply to any and all Real Property Phases of Data Center development:

i. Not less than thirty (30) days prior to Commencement of Construction, the Company shall have delivered to the County a completed Real Property Phase Certificate, executed by a duly authorized Company representative;

ii. Not less than thirty (30) days before or more than thirty (30) days after Commencement of Construction, the Company shall have delivered to the County a completed Construction Commencement Certificate, executed by a duly authorized Company representative;

iii. Development of each Real Property Phase shall be in accordance with all applicable laws, rules, regulations, promulgations, and court orders as now exist or are hereafter enrolled or enforced by any government (including the United States of America and the State of Texas) or agency thereof, local government, court, or tribunal having jurisdiction over the Property, the Project, the applicable Phase then under construction, or the Company;

iv. Not less than thirty (30) days after Completion of Construction of a Real Property Phase, the Company shall have delivered to the County a completed Construction Completion Certificate, executed by a duly authorized Company representative; and

v. Once commenced, as indicated in an applicable and related Construction Commencement Certificate, the Development Duration of any Real Property Phase shall not exceed five (5) years; and

(b) Eligibility of a Real Property Phase for Abatement under this Agreement requires delivery of a completed Construction Commencement Certificate, executed by a duly authorized Company representative, for such Phase on or before the tenth (10th) anniversary of the Effective Date.

(c) On or before ***April 30*** of each year during the Term of this Agreement Company and each Permitted Occupants, if any, shall deliver to the County a duly completed Annual Compliance Certificate in the form attached as ***Exhibit G*** hereto.

3.03. Company Commitments Relative to Real Property Phase 1. With respect to development of Real Property Phase 1, if developed, the Company hereby promises, represents, warrants, and commits to the County the following:

(a) Within ***twenty three (23)*** months of the Effective Date, deliver to the County a completed Real Property Phase Certificate, executed by a duly authorized Company representative, concerning Phase I;

(b) Within ***twenty four (24)*** months of the Effective Date, deliver to the County a completed Construction Commencement Certificate, executed by a duly authorized Company representative, concerning Real Property Phase I;

(c) Cumulatively invest, ***minimally, \$900,000,000*** in the Assessed Property (including Company and Permitted Occupants' Personal Property) in Real Property Phase 1;

(d) Meet the Minimum Jobs Requirement by January 1 of the 5th year after the year in which the Construction Completion Certificate is delivered; and

(e) Work with the County to incorporate a public access road, in accordance with all requirements detailed in Schedule 2 Construction Standards for Roads, Streets,

Bridges, and Drainage Structures of Medina County Subdivision Regulations effective February 27, 2020 and revised November 18, 2021, into the Project's site plan to be memorialized in **Exhibit H**.

3.04. Company Commitments Relative to Real Property Phases 2, 3, 4, and 5 Development. With respect to development of any of Real Property Phases 2, 3, 4, and 5, the undertaking of any of which is reserved to the discretion of the Company, the Company shall make an investment of at least \$300,000,000 in Improvements and Personal Property per Phase as a condition precedent to that Phase's eligibility for Abatement hereunder. The Company hereby acknowledges that failure to meet this minimum investment threshold with respect to any of Phases 2, 3, 4, or 5 shall exclude such Phase from participation in financial incentives otherwise available under this Agreement.

3.05. Company and Permitted Occupant Commitments Relative to Personal Property Phases. Company and each Permitted Occupant shall each have the right to create up to four (4) Personal Property Phases. Personal Property Phase 1 (for Company and each Permitted Occupant) must be created no later than the April 15th of the calendar year after Real Property Phase 1 begins. Personal Property Phase 2 (for Company and each Permitted Occupant) must be created no later than April 15th of the fourth (4th) calendar year after which Real Property Phase 1 begins. Personal Property Phase 3 (for Company and each Permitted Occupant) must be created no later than April 15th of the sixth (6th) calendar year after which Real Property Phase 1 begins. Personal Property Phase 4 (for Company and each Permitted Occupant) must be created no later than April 15th of the eighth (8th) calendar year after which Real Property Phase 1 begins. With respect to development of Phase 1, the Company hereby promises, represents, warrants, and commits to the County the following:

(a) each Personal Property Phase shall be established by timely filing the Personal Property Phase Certificate including a rendition of Personal Property as required by Chapter 22 of the Texas Tax Code with the Medina County Appraisal District and the County by Company or a Permitted Occupant on or before April 15th of the first year of each Personal Property Phase; and

(b) the Personal Property included in each Personal Property Phase Certificate shall be entitled to Abatement as provided for in Section 4.07, but no item of Personal Property shall be included in more than one Personal Property Phase Certificate and no item of Personal Property shall be entitled to Abatement for more than ten (10) years.

3.06. Operating Standards Applicable to Each Data Center. The Company shall operate or cause the operation of each Data Center in accordance with all applicable laws, rules, regulations, promulgations, and court orders as now exist or that are hereafter enrolled or enforced by any government (including the United States of America and the State of Texas) or agency thereof, local government, court, or tribunal having jurisdiction over the Company, a Permitted Occupant, or the Property. The Company shall comply with all applicable City of Lytle ordinances with respect to each Building as and when construction of such Building is complete.

3.07. Community Engagement Plan. Minimally, the Company shall engage with the County residents in accordance with the provisions of the Community Engagement Agreement.

3.08. Payment of Taxes. The Company and each Permitted Occupant shall pay and discharge or cause to be paid and discharged promptly all Taxes before the same shall become in default, except for those matters which are reasonably being contested in good faith by appropriate action or proceedings or for which the Company or a Permitted Occupant, as applicable, has established adequate reserves in accordance with generally accepted accounting principles applicable to private companies. For avoidance of doubt and establishment of requisite compliance with this Section 3.08, no Abatement hereunder made pursuant to Article IV shall apply to property to be included within a Phase prior to the delivery of the applicable Construction Completion Certificate under the terms of this Agreement.

3.09. Payment of Project Costs. Except for those matters which are reasonably being contested in good faith by appropriate action or proceedings or for which the purported obligated party (whether the Company or a Permitted Occupant, as applicable) has established adequate reserves in accordance with generally accepted accounting principles applicable to private companies, the Company and each Permitted Occupant, as and if applicable, shall timely pay when due all Project costs.

IV. ECONOMIC DEVELOPMENT INCENTIVE

4.01. Generally. The County has determined that if developed the Project will result in increased County property and sales tax revenues and increased occupational opportunities for the County's residents, which together are intended to provide a catalyst to the economy of the County in numerous ways. In exchange for delivery of these benefits and increased economic development, the County agrees to provide the Company with the Abatements, as outlined below.

4.02. Real Property Phase 1 Abatement. Abatement for real property and Improvements in Real Property Phase 1 shall be granted (i) beginning on January 1 of the first calendar year after Company has submitted the initial Construction Completion Certificate to the County for Phase 1 and complied with the terms of this Agreement and the requirements of Section 3.03 above, and (ii) for the following nine (9) calendar years. The percentage of the Abatement shall be **80%** of County Taxes for the real property and Improvements in Real Property Phase 1.

4.03. Real Property Phase 2 Abatement. Abatement for real property and Improvements in Real Property Phase 2 shall be granted (i) beginning on January 1 of the first calendar year after Company has submitted the second Construction Completion Certificate to the County for Phase 2 (which must confirm (a) that the minimum investments required by Section 3.04 of this Agreement have been complied with and that (b) Company has complied with the terms of this Agreement), and (ii) for the following nine (9) calendar years. The percentage of the Abatement shall be **80%** of County Taxes for the real property and Improvements in Real Property Phase 2.

4.04. Real Property Phase 3 Abatement. Abatement for real property and Improvements in Real Property Phase 3 shall be granted (i) beginning on January 1 of the first

calendar year after Company has submitted the third Construction Completion Certificate to the County for Phase 3 (which must confirm (a) that the minimum investments required by Section 3.04 of this Agreement have been complied with and that (b) Company has complied with the terms of this Agreement), and (ii) for the following nine (9) calendar years. The percentage of the Abatement shall be **80%** of County Taxes for the real property and Improvements in Real Property Phase 3.

4.05. Real Property Phase 4 Abatement. Abatement for real property and Improvements in Real Property Phase 4 shall be granted (i) beginning on January 1 of the first calendar year after Company has submitted the fourth Construction Completion Certificate to the County for Phase 4 (which must confirm (a) that the minimum investments required by Section 3.04 of this Agreement have been complied with and that (b) Company has complied with the terms of this Agreement), and (ii) for the following nine (9) calendar years. The percentage of the Abatement shall be **80%** of County Taxes for the real property and Improvements in Real Property Phase 4.

4.06. Real Property Phase 5 Abatement. Abatement for real property and Improvements in Real Property Phase 5 shall be granted (i) beginning on January 1 of the first calendar year after Company has submitted the fifth Construction Completion Certificate to the County for Phase 5 (which must confirm (a) that the minimum investments required by Section 3.04 of this Agreement have been complied with and that (b) Company has complied with the terms of this Agreement), and (ii) for the following nine (9) calendar years. The percentage of the Abatement shall be **80%** of County Taxes for the real property and Improvements in Real Property Phase 5.

4.07. Personal Property Phase 1, 2, 3, and 4 Abatement. Abatement for each Personal Property Phase 1, 2, 3, or 4 shall be granted (i) beginning on January 1 of the calendar year Company or a Permitted Occupant has timely (per Section 3.05 above) submitted a Personal Property Phase Certificate to the County and complied with the terms of this Agreement and the requirements of Section 3.05 above, and (ii) for the following nine (9) calendar years. The percentage of the Abatement for Personal Property Phase 1, 2, 3, and 4 shall be **80%** of County Taxes for the Personal Property described in each Personal Property Phase Certificate.

4.08. Tax Valuations. All valuations shall be determined by the Medina County Appraisal District as of January 1st of each year (except where such valuations are finally determined by the Medina County Appraisal Review Board or a Texas court). All of Company's or Permitted Occupant's Personal Property in the County will be timely rendered by Company or Permitted Occupants to (i) the Medina County Appraisal District pursuant to Chapter 22 of the Texas Tax Code and (ii) the County. After the Abatement Period expires for each Phase, the full value of the Improvements and Personal Property, for each Phase shall be included on the tax roll and assessed in accordance with applicable laws.

4.09. Base Year. As required by Section 312.204(a) of the Act, it is the intent of the County and the Company to abate taxes only on the value of real property, Improvements and Personal Property that is in excess of the value attributed by Medina County Appraisal District on

January 1, 2024. The Parties acknowledge that on January 1, 2024, there were no Improvements or Personal Property on the Property.

4.10. Limitation on Phase Start Date. Notwithstanding any statement or implication in this Agreement to the contrary, (i) this Agreement shall only apply to Real Property Phases for which the Company submits a Construction Completion Certificate to the County on or before the *tenth (10th) anniversary of the Effective Date*; and (ii) this Agreement shall only apply to Personal Property Phases for which the Company or a Permitted Occupant submits a Personal Property Phase Certificate to the County on or before the *tenth (10th) anniversary of the Effective Date*. County and Company agree and acknowledge that the commencement of the Abatement Period for each Phase is deferred to a date that is subsequent to the Effective Date of this Agreement, as authorized by Section 312.207 of the Act, but that no Abatement Period will exceed ten (10) years in compliance with Section 312.007 of the Act. No Abatement Period may be extended longer than ten (10) years, even if Company fails to qualify for Abatement (including suspension under Section 4.12) during one (1) or more years of the Abatement Period and no real estate Improvement or item of Personal Property shall be granted Abatement in excess of ten (10) years.

4.11. Terms Apply Independently to Phases. Except for (i) the Minimum Jobs Requirement (and for the avoidance of doubt, Company and its Permitted Occupants are only obligated to create and maintain 40 jobs (complying with the Minimum Salary requirements) at the Property by January 1 of the 5th year after the year in which the Construction Completion Certificate is delivered, regardless of the number of Phases that are created); and (ii) the Abatement percentages in Article IV, which are only applicable to specific Phases, all terms, conditions and obligations of this Agreement shall fully apply to each Phase independently. By way of example and for the avoidance of doubt, in the event of a default with respect to Phase 3, such default would have no impact on the Abatement or Company's obligations with respect to Phase 1.

4.12. Suspension of Abatement. In accordance with the terms hereafter provided and Section 6.03, during the Term of this Agreement, should the Company fail to oblige to the covenants, conditions, and obligations set forth herein, then the County may suspend the Abatements hereunder granted to the Company for the entirety of the tax year in which the compliance failure described above occurs. The failure of the Company to satisfy the covenants, conditions, and obligations set forth herein for any tax year during the Term of this Agreement shall not prevent the Company from receiving Abatements in future tax years consistent with this Agreement so long as the reason for the suspension has been, in the County's discretion (reasonably applied), cured. No extension of the Term or other opportunity for recovery of any lost Abatement resultant from a suspension as described above shall occur, though the County may reinstate the suspended Abatement if reason for suspension is cured, to the County's satisfaction, prior to expiration of the tax year in which the suspension occurred.

4.13. Exclusivity of Financial Incentives. The Company represents to the County that, other than seeking the Abatements from the County, it has not pursued or received any additional financial incentives from any other political subdivision in whose jurisdiction the Property is located as incentive for selection of the Property as the situs of the Project. For the Term, the Company agrees that it will not pursue any such additional financial incentives from any local political subdivision without first receiving written consent from the County to do so; provided,

however, that if all or a portion of the Property is annexed into the City's corporate limits, then the Company and each Permitted Occupant may seek to negotiate tax incentives with the City.

Notwithstanding the foregoing, the Parties acknowledge that the Company or a Permitted Occupant will, with respect to the Project, seek to qualify the Data Center, individually or collectively, under the State Sales Tax Exemption Program, the financial benefit thereby realized, if any, as a result of any such qualification being the sole property and inure to the benefit of the party seeking and realizing any such qualification.

4.14. Permitted Occupant Participation by Joinder. Any Permitted Occupant desiring to receive an allocable amount of the Abatements may do so, prospectively, by becoming bound by all of the terms and certifications (expressly including, without limitation, those in Section 7.03) of this Agreement and by executing and delivering to the County a copy of the Joinder Agreement.

4.15. Coordination with Medina County Appraisal District and Medina County Tax Collector. In the event of addition to this Agreement of a Permitted Occupant by a Joinder Agreement, the Company, and each Permitted Occupant having interest in a particular Phase, and the County shall work in coordination and cooperation with the Medina County Appraisal District and the Medina County Tax Collector, respectively and as applicable, to establish separate tax parcel identification numbers and tax payment accounts for real estate and the Improvements included within each Real Property Phase and for the Personal Property to be included with each Personal Property Phase to allow for the efficient administration of this Agreement by crediting Abatements to the appropriate parties in the appropriate amounts.

4.16. Inspection Rights. Employees or designated representatives of the County will have access to the Property during the term of this Agreement to confirm that the terms and conditions of this Agreement are being met. All inspections: (a) will be made during normal business hours; (b) will occur after at least five business days advance notice; (c) will be conducted in such a manner as to not unreasonably interfere with the construction and/or operation of the Data Center; and (d) the County's inspector shall follow the Company's and Permitted Occupants' written safety and security policies theretofore delivered to the County upon receipt of notice of impending inspection.

4.17. Annual Compliance Certification. Company shall annually, on or before *April 30* of each year after the Effective Date and throughout the Term, deliver to the County a completed Annual Compliance Certificate that is executed by a duly authorized Company representative.

4.18. Statutory Application to Appraisal District. State law requires as a prerequisite to receiving a tax Abatement that the property owner complete and submit an exemption application to the Medina County Appraisal District on Texas Comptroller of Public Accounts Form 50-116 for each year an Abatement is claimed. The exemption application must be submitted to the appraisal district *no later than April 30* of the tax year for which the Abatement is claimed. The Company hereby covenants and agrees to adhere to and annually satisfy this Texas law requirement for so long as the same remains valid and in effect.

V. ASSIGNMENT OF COMMITMENTS AND OBLIGATIONS

The Company's rights and obligations under this Agreement (including the Company's right to receive Abatement hereunder) are assignable in whole or in part to Company Affiliates with advance written notice to, but not consent by the County, though continued receipt of an Abatement is conditioned on compliance with the terms of this Agreement (regardless of who is entitled to receive the Abatement). Assignment to persons that are not Company Affiliates or Permitted Occupants are subject to County's advance written consent, which consent shall not be unreasonably withheld. Any Permitted Occupant or other Company assignee of any of the rights, duties, and obligations hereunder shall execute the Joinder Agreement, deliver same to County, and be bound by all of the terms of this Agreement.

VI. DEFAULT, REMEDIES AND NOTICE

6.01. Events of Default. Except as otherwise specified herein, the occurrence of any of the following shall constitute an event of default (each, an "*Event of Default*"):

(a) Any representation, warranty, certification or statement made by the Company or a Permitted Occupant (or incorporated by reference) in this Agreement, any Joinder Agreement, or any written certificate delivered to the County in accordance with the terms of this Agreement shall prove to have been incorrect in any material respect when made (or deemed made); or

(b) Either Party shall default in the due performance or observance of any covenant in this Agreement set forth; or

(c) The occurrence of a Bankruptcy Event with respect to the Company or a Permitted Occupant that has executed a Joinder Agreement that, in the reasonable judgment of the County makes, unlikely or impossible the continued performance by the Company or Permitted Occupants of their rights, duties, and obligations under this Agreement.

6.02. Notice; Opportunity to Cure. Upon discovery of the occurrence of an Event of Default or a condition that, upon the passage of time or the giving of notice, will result in an Event of Default, the discovering Party shall, within ten (10) of such discovery, provide notice of the Event of Default or the condition that will result in the Event of Default to the other Party. Such notice shall specify the nature of the alleged default and the manner in which it can be satisfactorily cured. Upon delivery or receipt of notice of ongoing or imminent Event of Default, the defaulting Party shall have thirty (30) days from to cure the Event of Default. If the nature of the Event of Default is such that it cannot reasonably be cured within the thirty (30) day period, the commencement of the cure within the thirty (30) day period and the diligent prosecution of the cure to completion will be deemed a cure within the cure period. Notwithstanding the foregoing, the Company's or a Permitted Occupant's failure to comply with Section 3.08 hereof or an Event of Default under Section 6.01(c) hereof shall result in immediate default hereunder without requirement of notice and without opportunity to cure.

6.03. Remedies Upon Occurrence and Continuation of Event of Default; Enforcement. In the event that Company: (a) owes ad valorem taxes to the County that are delinquent and not the subject of a timely filed protest based on recognized legal grounds (and not on the basis of legal theory or argument not theretofore recognized under Texas law) and complying with the requirements of the Texas Tax Code (including without limitation the Company and/or any Permitted Occupants have complied with the tax payment requirements of Section 42.08 of the Texas Tax Code), (b) violates any of the terms and conditions of this Agreement governing timely completion of required Improvements, or the amount of required capital investment as provided by this Agreement; (c) violates a covenant in Article III; or (d) fails to meet and maintain the Minimum Jobs Requirement, this Agreement may be terminated by the County, and as County's sole and exclusive remedy, all taxes abated by virtue of this Agreement will be recaptured and paid to the County by Owner or applicable Permitted Occupant within one hundred eighty (180) days of the termination. However, the County may opt to certify to the Medina County Appraisal District that Owner has failed to qualify for Abatement for the tax year in which the default occurred and/or the next subsequent tax year. If Owner is convicted of a violation of 8 U.S.C. Section 1324(a)(f) as described in **Exhibit J**, this Agreement shall be terminated, and recapture of all taxes abated by virtue of this Agreement with interest shall be made as described in **Exhibit J**.

The Company and any Permitted Occupant that has executed a Joinder Agreement may enforce this Agreement by any proceeding at law or equity. The Parties agree that monetary damages are not a sufficient remedy for a County Event of Default hereunder. As a remedy for a County Event of Default, the Company or a Permitted Occupant shall be entitled to equitable relief, including specific performance of this Agreement, but not monetary damages.

Failure of any Party to enforce this Agreement shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

6.04. Litigation. In the event of any third-party lawsuit or other claim relating to the validity of this Agreement or any actions taken by the Parties hereunder, the Company and the County intend to cooperate in the defense of such suit or claim, and to use commercially reasonable efforts to resolve the suit or claim without diminution of their respective rights and obligations under this Agreement. The County's participation in the defense of such a lawsuit is expressly conditioned on the availability of budgetary appropriations for such action by the Court, coverage under Article VIII hereof, or the Company's agreement to pay the County's costs of participation in any such proceeding. The filing of any third-party lawsuit relating to this Agreement or the Project will not delay, stop or otherwise affect the Company's receipt of Abatements, unless otherwise required by a court of competent jurisdiction.

6.05. Notices. Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed received on the earlier of (i) actual receipt by mail, Federal Express or other delivery service, fax, email or hand delivery; or (ii) three (3) business days after being sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to the County or the Company, as the case may be, at the address stated below.

Any notice mailed to the County shall be addressed:

Medina County
Attn.: County Judge
1300 Avenue M, Room 250
Hondo, Texas 78861
Phone: (830) 741-6020
Fax: (830) 741-6025
Email: countyjudge@medinacountytexas.org

and

Medina County
Attn.: Precinct 3 Commissioner
1300 Avenue M, Room 148
Hondo, Texas 78861
Phone: (830) 741-6006
Fax: (830) 741-6015
Email: david.lynch@medinacountytexas.org

With a copy to:

Clayton Binford
McCall, Parkhurst & Horton L.L.P.
112 E. Pecan, Suite 1310
San Antonio, Texas 78205
Phone: (201) 225-2819
Fax: (210) 225-2984
Email: cbinford@mphlegal.com

Any notice mailed to the Company shall be addressed:

If to the Company:

Rowan Land Resources LLC
1700 Westlake Avenue N. Suite 200
Seattle, WA 98109

Attention: Chief Legal Officer Email: legal@rowan.digital & Senior Director:
mromo@rowan.digital

with a copy to:

Steve Moore
Jackson Walker LLP
100 Congress Ave., Ste. 1100
Austin, Texas 78701

Any Party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

VII. REPRESENTATIONS, WARRANTIES, AND COVENANTS

7.01. Mutual Representations, Warranties, and Covenants of the Parties. The Parties acknowledge that each Party is acting in reliance upon the other Party's performance of its obligations under this Agreement in making the decision to commit substantial resources and money to the Project. In recognition of such mutual reliance, each Party represents and warrants to the other that it shall employ commercially reasonable efforts to perform its duties and obligations hereunder and shall adhere to the requirements of this Agreement.

7.02. County Representations, Warranties, and Covenants.

(a) The County has, pursuant to the Authorizing Order, taken all requisite and necessary actions to enter into this Agreement, and this Agreement represents a valid and binding agreement of the County, subject to governmental immunity and principles of bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights in general and by general principles of equity.

(b) To the extent (but only to the extent) its obligations are clearly defined and non-discretionary, the County is not entitled to claim immunity on the grounds of sovereignty from (i) relief by writ of mandamus to perform its obligations hereunder or (ii) enforcement by writ of mandamus of its payment obligations with respect to amounts due to the Company pursuant to the terms of this Agreement.

(c) The County agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between the Company and the County.

7.03. Company Representations, Warranties, and Covenants.

(a) This Agreement is a valid and enforceable obligation of the Company and is enforceable against the Company in accordance with its terms, subject to bankruptcy, insolvency, reorganization, or similar laws affecting the enforcement of creditors' rights in general and by general equity principles.

(b) The Company has the power and authority to enter into this Agreement and has taken all actions necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered on behalf of the Company.

(c) The Company has sufficient knowledge, experience, and financial resources to perform its obligations under this Agreement in accordance with all duties, obligations, regulations, governing regulation requirements, and other applicable law affecting or

required to perform the work with respect to the Project and, in this regard, the Company may:

i. provide, or cause to be provided, all materials, labor, and services for completing the Project, which materials, labor, and services shall be of adequate quality when graded against industry standards and the construction requirements identified in this Agreement;

ii. bid, procure, supervise, manage, perform, and from time to time provide information relating to such work regarding compliance with all duties, obligations, regulations, code and legal requirements arising under this Agreement and any governing regulation with jurisdiction over the Project;

iii. apply its financial resources against payment of the Project costs when and as due, without reliance on the availability of any Abatements; and

iv. obtain or cause to be obtained, all necessary permits and approvals from the County and/or all other governmental entities having jurisdiction or regulatory authority over the Project and, with respect thereto, pay or cause to be paid all applicable permit or similar fees.

(d) The Company acknowledges and agrees that, pursuant to Texas law, this Agreement, any applications and certificates related to or delivered in compliance with the terms of this Agreement, and Joinder Agreements shall be subject to public disclosure unless specifically exempted under the Texas Open Records Act (Tex. Gov't Code Ann. Sec. 552.001 et seq.).

(e) All personnel supplied or used by the Company in the performance of its obligations arising under this Agreement shall be deemed employees, contractors or subcontractors of the Company or any Permitted Occupant (as and if applicable) and shall not be considered employees, agents, or subcontractors of the County for any purpose whatsoever. The Company and any Permitted Occupant shall be solely responsible for the compensation of its respective personnel.

(f) The Company has delivered, unless exempted under applicable law, the Certificate of Interested Parties Form 1295 ("**Form 1295**") and certification of filing generated by the Texas Ethics Commission's electronic portal, signed by an authorized agent, prior to the execution of this Agreement by the County and the Company. The Company and the County understand that none of the County or the County's representatives or consultants have the ability to verify the information included in Form 1295, and none of the County or the County's representatives or consultants have an obligation, nor have undertaken any responsibility, for advising the Company with respect to the proper completion of Form 1295 other than, with respect to the County, providing the identification numbers required for the completion of Form 1295.

(g) The Company makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as amended (collectively, the “*Covered Verifications*”), in entering into this Agreement. As used in such verifications, “affiliate” means an entity that controls, is controlled by, or is under common control with the Company within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

i. The Company represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended.

ii. The Company hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Texas Government Code, as amended.

iii. The Company hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Texas Government Code, as amended.

iv. The Company hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Texas Government Code, as amended.

VIII. INDEMNIFICATION

8.01. General Indemnification. THE COMPANY COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS THE COUNTY, THE COURT, AND ANY OTHER OFFICIAL, EMPLOYEE, AGENT, ATTORNEY, OR REPRESENTATIVE OF ANY OF THE FOREGOING (TOGETHER, THE “INDEMNIFIED PARTIES”) FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE BROUGHT BY A THIRD PARTY, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH, AND PROPERTY

DAMAGE, MADE UPON ANY INDEMNIFIED PARTY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO THE COMPANY'S ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY ACTS OR OMISSIONS OF THE COMPANY, A PERMITTED OCCUPANT OR ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT, CONTRACTOR, OR SUBCONTRACTOR OF THE COMPANY OR A PERMITTED OCCUPANT, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS, AND REPRESENTATIVES, WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNIFIED PARTY. IF A COURT OF COMPETENT JURISDICTION FINDS THE COMPANY AND AN INDEMNIFIED PARTY JOINTLY LIABLE DUE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNIFIED PARTY, THEN LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO ANY SUCH INDEMNIFIED PARTY UNDER APPLICABLE TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES HERETO UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. THE COMPANY SHALL IMMEDIATELY ADVISE THE COURT, IN WRITING, OF ANY CLAIM OR DEMAND AGAINST THE COMPANY OR A PERMITTED OCCUPANT OR AN INDEMNIFIED PARTY, TO THE EXTENT AND WHEN KNOWN TO THE COMPANY OR THE PERMITTED OCCUPANT, RELATED TO OR ARISING OUT OF THE COMPANY'S OR THE PERMITTED OCCUPANT'S ACTIVITIES UNDER THIS AGREEMENT.

8.02. Additional Indemnity. In addition to the indemnification provided in Section 8.01 above, the Company shall contractually require any Permitted Occupant and the prime contractors of the Company and any Permitted Occupant working on the Project to indemnify each Indemnified Party from and against any and all claims, losses, damages, causes of action, suits and liabilities arising out of their actions related to the performance of this Agreement, utilizing (in its entirety) the same indemnification language contained herein.

IX. MISCELLANEOUS PROVISIONS

9.01. Multiple Originals. The Parties may execute this Agreement in one or more duplicate originals, each of equal dignity.

9.02. Entire Agreement; Parties in Interest. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties with respect to its subject matter, and may not be amended except by a writing signed by all Parties with authority to sign and dated subsequent to the date hereof. There are no other agreements, oral or written, except as expressly set forth herein. No person, other than a Party, shall acquire or have any right hereunder or by virtue hereof.

9.03. Recordation. A copy of this Agreement will be recorded in the Official Public Records of the County by the Company.

9.04. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State. This Agreement is performable in the County. Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in a court of competent jurisdiction located in the County. Notwithstanding the foregoing, the Parties hereto agree that any dispute that may arise under this Agreement shall first be submitted to non-binding mediation, or to alternative dispute resolution proceedings, before litigation is filed in court.

9.05. Termination or Amendment by Agreement. Except upon exercise of remedies pursuant to Section 6.03, this Agreement may only be terminated prior to the Termination Date or its terms amended by mutual written consent of the Parties.

9.06. No Oral or Implied Waiver. The Parties may waive any of their respective rights or conditions contained herein or any of the obligations of the other Party hereunder, but unless this Agreement expressly provides that a condition, right, or obligation is deemed waived, any such waiver will be effective only if in writing and signed by the Party waiving such condition, right, or obligation. The failure of either Party to insist at any time upon the strict performance of any covenant or agreement in this Agreement or to exercise any right, power, or remedy contained in this Agreement will not be construed as a waiver or a relinquishment thereof for the future.

9.07. No Third-Party Beneficiary. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly otherwise provided herein.

9.08. No Personal Liability. None of the members of the Court, nor any officer, agent, or employee of the County, shall be charged personally by the Company with any liability, or be held liable to the Company under any term or provision of this Agreement, or because of execution or attempted execution, or because of any breach or attempted or alleged breach, of this Agreement.

9.09. Severability. In the event any clause or provision of this Agreement is adjudged to be invalid or unenforceable, that clause or provision shall be severable and shall not invalidate the remainder of the Agreement, if the essential terms and conditions of this Agreement for each Party remain valid, binding, and enforceable.

9.10. Section Headings. Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provisions of this Agreement.

9.11. Force Majeure Event. If the performance of any obligations hereunder (other than timely payment of property taxes that are not abated) are delayed by reason of a Force Majeure Event, the Party so obligated shall be excused from such obligation during such period so that the period applicable to performance shall be extended for a period of time equal to the period the

Force Majeure Event continued, but in all cases only to the extent that the Party claiming Force Majeure did not cause the Force Majeure Event and such Party uses commercially reasonable efforts to minimize the impact of the delays.

[Signatures follow.]

IN WITNESS HEREOF, the Parties hereto have caused this instrument to be duly executed this day _____ of _____, 2024.

MEDINA COUNTY, TEXAS

By: _____
County Judge

Rowan Land Resources LLC

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF MEDINA §

The foregoing instrument was acknowledged before me this _____, 2024, by _____, as _____.

[SEAL]

Notary Public
Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF MEDINA §

The foregoing instrument was acknowledged before me this _____, 2024, by
_____, as _____.

[SEAL]

Notary Public
Commission Expires: _____

SCHEDULE I

INDEX TO EXHIBITS

Description of Reinvestment Zone Property.....	EXHIBIT A
Form of Personal Property Phase Certificate	EXHIBIT B
Form of Real Property Phase Certificate	EXHIBIT C
Form of Construction Commencement Certificate.....	EXHIBIT D
Form of Construction Completion Certificate	EXHIBIT E
Form of Joinder Agreement	EXHIBIT F
Annual Compliance Certificate.....	EXHIBIT G
Public Access Road Description	EXHIBIT H
Form of Community Engagement Agreement.....	EXHIBIT I
Certification Regarding Employment of Undocumented Workers	EXHIBIT J

EXHIBIT A

REINVESTMENT ZONE PROPERTY DESCRIPTION (+/- 440 Acres)

ROWAN GREEN DATA
CINCO DATA CENTER

SAM Job No. 1021066540
SHEET 1 OF 6

EXHIBIT "A"

83.124 ACRES OR 3,620,903 SQUARE FEET

BEING A TRACT OF LAND LOCATED IN THE MRS. MARY DENSON SURVEY, SECTION NO. 449, ABSTRACT NO. 1444, AND BEING A CALLED 83.05 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED TO F & H FARMS, LLC., A LIMITED LIABILITY COMPANY, RECORDED IN DOCUMENT NO. 2019009041, OFFICIAL PUBLIC RECORDS OF MEDINA COUNTY, TEXAS (O.P.R.M.C.TX.), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 4" X 4" WOOD BLOCK FOUND AT THE NORTHERNMOST NORTHEAST CORNER OF SAID 83.05 ACRE TRACT, SAME BEING A NORTHWEST CORNER OF A CALLED 359.91 ACRE TRACT OF LAND DESCRIBED IN A DEED TO FRIO TURF FARMS, LTD., A TEXAS LIMITED PARTNERSHIP, RECORDED IN INSTRUMENT NO. 2015000428, O.P.R.M.C.TX., AND ON THE SOUTH LINE OF A CALLED 4.816 ACRE TRACT OF LAND DESCRIBED IN A DEED TO HEATHER ANNE GARCIA, RECORDED IN DOCUMENT NO. 2016001883, O.P.R.M.C.TX., FOR THE NORTHEAST CORNER AND POINT OF BEGINNING, HAVING GRID COORDINATES N= 13,629,358.55, E= 2,018,824.55, FROM WHICH A FENCE CORNER POST FOUND AT AN INTERIOR CORNER OF SAID 359.91 ACRE TRACT, SAME BEING THE SOUTHEAST CORNER OF SAID 4.816 ACRE TRACT, BEARS SOUTH 89°56'16" EAST, A DISTANCE OF 698.76 FEET;

THENCE, WITH THE EAST LINE OF SAID 83.05 ACRE TRACT AND THE WEST LINE OF SAID 359.91 ACRE TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) SOUTH 00°01'44" EAST, A DISTANCE OF 1,250.22 FEET TO A 3-1/2" ROUND CONCRETE MONUMENT WITH A 1/2" IRON ROD FOUND AT AN INTERIOR CORNER OF SAID 83.05 ACRE TRACT, SAME BEING A SOUTHWEST CORNER OF SAID 359.91 ACRE TRACT, FOR AN INTERIOR CORNER OF THE TRACT DESCRIBED HEREIN,
- 2) SOUTH 89°54'18" EAST, A DISTANCE OF 496.41 FEET TO A 3-1/2" ROUND CONCRETE MONUMENT WITH A 1/2" IRON ROD FOUND AT A NORTHEAST CORNER OF SAID 83.05 ACRE TRACT, SAME BEING AN INTERIOR CORNER OF SAID 359.91 ACRE TRACT, FOR A NORTHEAST CORNER OF THE TRACT DESCRIBED HEREIN, AND
- 3) SOUTH 00°02'06" EAST, A DISTANCE OF 1,845.66 FEET TO A 3-1/2" ROUND CONCRETE MONUMENT WITH A 1/2" IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID 83.05 ACRE TRACT, SAME BEING THE SOUTHWEST CORNER OF SAID 359.91 ACRE TRACT, ON THE NORTH LINE OF A CALLED 10.00 ACRE TRACT OF LAND DESCRIBED IN A DEED TO FRIO NEWLINE, LP, A DELAWARE LIMITED PARTNERSHIP, RECORDED IN VOLUME 568, PAGE 667, O.P.R.M.C.TX., FOR THE SOUTHEAST CORNER OF THE TRACT DESCRIBED HEREIN, FROM WHICH A 5/8" IRON ROD WITH A CAP STAMPED "RPLS 5458" FOUND AT A SOUTHEAST CORNER OF SAID 359.91 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF SAID 10.00 ACRE TRACT, SAME BEING THE SOUTHWEST CORNER OF A CALLED 1.926 ACRE TRACT OF LAND DESCRIBED IN A DEED TO KOCH GATHERING SYSTEMS, INC., RECORDED IN VOLUME 237, PAGE 997, O.P.R.M.C.TX., AND THE NORTHWEST CORNER OF A CALLED 40.6 ACRE TRACT OF LAND DESCRIBED IN A DEED TO KOCH GATHERING SYSTEMS, INC., RECORDED IN VOLUME 237, PAGE 997, O.P.R.M.C.TX., BEARS SOUTH 89°48'44" EAST, A DISTANCE OF 751.36 FEET;

THENCE NORTH 89°55'58" WEST, WITH THE SOUTH LINE OF SAID 83.05 ACRE TRACT, THE NORTH LINE OF SAID 10.00 ACRE TRACT, AND THE NORTH LINE OF A CALLED 45.630 ACRE TRACT OF LAND DESCRIBED IN A DEED TO ERNESTO BLANCO AND MARIA BLANCO, RECORDED IN VOLUME 94, PAGE 214, O.P.R.M.C.TX., AT 63.38 FEET PASSING A 1/2" IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID 10.00 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF SAID 45.630 ACRE TRACT, AND CONTINUING FOR A TOTAL DISTANCE OF 1,191.94 FEET TO A 3-1/2" ROUND CONCRETE MONUMENT WITH A 1/2" IRON ROD FOUND AT A SOUTHWEST CORNER OF SAID 83.05 ACRE TRACT, SAME BEING THE SOUTHEAST CORNER OF A CALLED 1.48 ACRE TRACT OF LAND DESCRIBED IN A DEED TO AEP TEXAS CENTRAL COMPANY FORMERLY KNOWN AS CENTRAL POWER & LIGHT COMPANY, RECORDED IN VOLUME 87, PAGE 444, DEED RECORDS OF MEDINA COUNTY, TEXAS (D.R.M.C.TX.), ON THE NORTH LINE OF SAID 45.630 ACRE TRACT, FOR A SOUTHWEST CORNER OF THE TRACT DESCRIBED HEREIN;

EXHIBIT "A"

THENCE, WITH THE SOUTH LINE OF SAID 83.05 ACRE TRACT AND THE EAST, NORTH AND WEST LINES OF SAID 1.48 ACRE TRACT, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- 1) NORTH 00°11'19" WEST, A DISTANCE OF 208.32 FEET TO A 3-1/2" ROUND CONCRETE MONUMENT WITH A 1/2" IRON ROD FOUND AT AN INTERIOR CORNER OF SAID 83.05 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF SAID 1.48 ACRE TRACT, FOR AN INTERIOR CORNER OF THE TRACT DESCRIBED HEREIN,
- 2) NORTH 89°59'15" WEST, A DISTANCE OF 208.55 FEET TO A 3-1/2" ROUND CONCRETE MONUMENT WITH A 1/2" IRON ROD FOUND AT AN INTERIOR CORNER OF SAID 83.05 ACRE TRACT, SAME BEING A NORTHWEST CORNER OF SAID 1.48 ACRE TRACT, FOR AN INTERIOR CORNER OF THE TRACT DESCRIBED HEREIN,
- 3) SOUTH 00°14'04" WEST, A DISTANCE OF 178.49 FEET TO A 3-1/2" ROUND CONCRETE MONUMENT WITH A 1/2" IRON ROD FOUND AT A SOUTHEAST CORNER OF SAID 83.05 ACRE TRACT, SAME BEING AN INTERIOR CORNER OF SAID 1.48 ACRE TRACT, FOR A SOUTHEAST CORNER OF THE TRACT DESCRIBED HEREIN, AND
- 4) SOUTH 89°56'52" WEST, AT 699.66 FEET PASSING A 3-1/2" ROUND CONCRETE MONUMENT WITH A 1/2" IRON ROD FOUND, AND CONTINUING FOR A TOTAL DISTANCE OF 703.49 FEET TO A_{an} CALCULATED POINT AT THE SOUTHWEST CORNER OF SAID 83.05 ACRE TRACT, SAME BEING THE WESTERNMOST NORTHWEST CORNER OF SAID 1.48 ACRE TRACT, ON THE EAST MARGIN OF NATALIA CANAL, FOR THE SOUTHWEST CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE, WITH THE WEST LINE OF SAID 83.05 ACRE TRACT AND THE EAST MARGIN OF NATALIA CANAL, THE FOLLOWING FOURTEEN (14) COURSES AND DISTANCES:

- 1) WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 213.44 FEET, A CENTRAL ANGLE OF 25°42'49", AN ARC LENGTH OF 95.79 FEET, AND A CHORD WHICH BEARS NORTH 13°04'15" EAST, A DISTANCE OF 94.99 FEET TO A CALCULATED POINT,
- 2) NORTH 00°12'50" EAST, A DISTANCE OF 235.54 FEET TO A CALCULATED POINT,
- 3) WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 119.02 FEET, A CENTRAL ANGLE OF 44°26'00", AN ARC LENGTH OF 92.30 FEET, AND A CHORD WHICH BEARS NORTH 22°25'50" EAST, A DISTANCE OF 90.00 FEET TO A CALCULATED POINT,
- 4) NORTH 44°38'50" EAST, A DISTANCE OF 229.74 FEET TO A CALCULATED POINT,
- 5) WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 178.73 FEET, A CENTRAL ANGLE OF 33°00'00", AN ARC LENGTH OF 102.94 FEET, AND A CHORD WHICH BEARS NORTH 61°08'50" EAST, A DISTANCE OF 101.53 FEET TO A CALCULATED POINT,
- 6) NORTH 77°38'50" EAST, A DISTANCE OF 139.82 FEET TO A CALCULATED POINT,
- 7) WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 239.04 FEET, A CENTRAL ANGLE OF 86°30'00", AN ARC LENGTH OF 360.88 FEET, AND A CHORD WHICH BEARS NORTH 34°23'50" EAST, A DISTANCE OF 327.57 FEET TO A CALCULATED POINT,
- 8) NORTH 08°51'10" WEST, A DISTANCE OF 584.10 FEET TO A CALCULATED POINT,
- 9) WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 119.02 FEET, A CENTRAL ANGLE OF 47°34'00", AN ARC LENGTH OF 98.81 FEET, AND A CHORD WHICH BEARS NORTH 14°55'50" EAST, A DISTANCE OF 96.00 FEET TO A CALCULATED POINT,
- 10) NORTH 38°42'50" EAST, A DISTANCE OF 1,019.87 FEET TO A CALCULATED POINT,

EXHIBIT "A"

- 11) WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 299.01 FEET, A CENTRAL ANGLE OF 52°43'05", AN ARC LENGTH OF 275.12 FEET, AND A CHORD WHICH BEARS NORTH 12°19'50" EAST, A DISTANCE OF 265.51 FEET TO A CALCULATED POINT,
- 12) NORTH 14°01'42" WEST, A DISTANCE OF 51.09 FEET TO A CALCULATED POINT,
- 13) WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 83.14 FEET, A CENTRAL ANGLE OF 63°22'47", AN ARC LENGTH OF 91.97 FEET, AND A CHORD WHICH BEARS NORTH 17°36'18" EAST, A DISTANCE OF 87.36 FEET TO A CALCULATED POINT, AND
- 14) NORTH 49°16'50" EAST, A DISTANCE OF 435.76 FEET TO A CALCULATED POINT AT THE NORTHWEST CORNER OF SAID 83.05 ACRE TRACT, SAME BEING THE SOUTHWEST CORNER OF SAID 4.816 ACRE TRACT, FOR THE NORTHWEST CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE, SOUTH 89°56'16" EAST, WITH THE NORTH LINE OF SAID 83.05 ACRE TRACT AND THE SOUTH LINE OF SAID 4.816 ACRE TRACT, A DISTANCE OF 3.35 FEET TO THE POINT OF BEGINNING OF THE TRACT DESCRIBED HEREIN, CONTAINING 83.124 ACRES, MORE OR LESS.

NORTH, BEARINGS, DISTANCES AND COORDINATES SHOWN HEREON ARE SURFACE VALUES DERIVED FROM THE TEXAS COORDINATE SYSTEM OF 1983 (2011), SOUTH CENTRAL ZONE (4204). DISTANCES SHOWN ARE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 0.9998336796.

PLAT OF EVEN DATE ACCOMPANIES, AND IS CONSIDERED AN INTEGRAL PART OF THIS DESCRIPTION.


11/03/2022
RIZK IKHRAIS
TEXAS PROFESSIONAL LAND SURVEYOR NUMBER 5381
SURVEYING AND MAPPING, LLC.
TEXAS FIRM REGISTRATION NO. 10064300



EXHIBIT "A"

357.24 ACRES OR 15,561,284 SQUARE FEET

BEING A 357.24 ACRE TRACT OF LAND LOCATED IN THE MRS. MARY DENSON SURVEY, SECTION NO. 449, ABSTRACT NO. 1444, AND THE GEORGE RISSMAN SURVEY, SECTION NO. 450-1/2 ABSTRACT NO. 820, AND BEING A PORTION OF A CALLED 359.91 ACRE TRACT OF LAND TO FRIO TURF FARMS, LTD., A TEXAS LIMITED PARTNERSHIP, DESCRIBED IN INSTRUMENT NUMBER 2015000428, OFFICIAL PUBLIC RECORDS, MEDINA COUNTY, TEXAS (O.P.R.M.C.TX.), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH CAP STAMPED "ALLEN RPLS 5401" FOUND AT THE NORTHEAST CORNER OF SAID 359.91 ACRE TRACT, SAME BEING THE SOUTHEAST CORNER OF A CALLED 5.397 ACRE TRACT OF LAND TO JOSE JESUS MEDINA, DESCRIBED IN A DEED RECORDED IN INSTRUMENT NUMBER 2018008885, O.P.R.M.C.TX. AND ON THE WEST MARGIN OF COUNTY ROAD 683, FOR THE POINT OF BEGINNING OF THE TRACT DESCRIBED HEREIN; (GRID COORDINATES X: 2,024,015.43', Y: 13,629,626.13');

THENCE SOUTH 11°20'42" EAST, WITH THE EAST LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE WEST MARGIN OF COUNTY ROAD 683, A DISTANCE OF 618.41 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "SAM" SET FOR A SOUTHEAST CORNER OF THE TRACT DESCRIBED HEREIN, FROM WHICH A 3-INCH STEEL FENCE POST FOUND AT A SOUTHEAST CORNER OF SAID 359.91 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF A CALLED 3.94 ACRE TRACT OF LAND TO JASON SHIPMAN AND MEGAN SHIPMAN, HUSBAND AND WIFE, DESCRIBED IN INSTRUMENT NUMBER 2015003247, O.P.R.M.C.TX., AND ON THE WEST MARGIN OF COUNTY ROAD 683, BEARS SOUTH 11°20'42" EAST, A DISTANCE OF 268.55 FEET;

THENCE OVER AND ACROSS SAID 359.91 ACRE TRACT, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

- 1) NORTH 61°01'17" WEST, A DISTANCE OF 28.66 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "SAM" SET FOR AN ANGLE CORNER OF THE TRACT DESCRIBED HEREIN,
- 2) SOUTH 75°57'36" WEST, A DISTANCE OF 111.08 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "SAM" SET FOR AN ANGLE CORNER OF THE TRACT DESCRIBED HEREIN,
- 3) SOUTH 70°32'22" WEST, A DISTANCE OF 97.06 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "SAM" SET FOR AN ANGLE CORNER OF THE TRACT DESCRIBED HEREIN,
- 4) SOUTH 60°01'26" WEST, A DISTANCE OF 46.69 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "SAM" SET FOR AN ANGLE CORNER OF THE TRACT DESCRIBED HEREIN,
- 5) SOUTH 36°47'46" WEST, A DISTANCE OF 48.20 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "SAM" SET FOR AN ANGLE CORNER OF THE TRACT DESCRIBED HEREIN,
- 6) SOUTH 17°28'30" WEST, A DISTANCE OF 48.92 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "SAM" SET FOR AN ANGLE CORNER OF THE TRACT DESCRIBED HEREIN,
- 7) SOUTH 09°33'46" WEST, A DISTANCE OF 128.52 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "SAM" SET FOR AN ANGLE CORNER OF THE TRACT DESCRIBED HEREIN, AND
- 8) NORTH 87°22'52" EAST, A DISTANCE OF 36.73 FEET TO A 3-INCH METAL FENCE POST FOUND AT AN EXTERIOR CORNER OF SAID 359.91 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF SAID 3.94 ACRE TRACT, FOR AN ANGLE CORNER OF THE TRACT DESCRIBED HEREIN;

EXHIBIT "A"

THENCE WITH AN EAST LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE WEST LINE OF SAID 3.94 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) SOUTH 24°26'13" WEST, A DISTANCE OF 168.30 FEET TO A FENCE POST FOUND FOR AN ANGLE CORNER OF THE TRACT DESCRIBED HEREIN, AND
- 2) SOUTH 00°14'38" EAST, A DISTANCE OF 276.39 FEET TO A 5/8-INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID 3.94 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF A CALLED 1.77 ACRE TRACT OF LAND TO CATHERINE A. CARROLL DESCRIBED IN A DEED RECORDED IN VOLUME 135, PAGE 1118, O.P.R.M.C.TX., FOR AN ANGLE CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE WITH THE EAST AND NORTH LINES OF SAID 359.91 ACRE TRACT, SAME BEING THE WEST AND SOUTH LINES OF SAID 1.77 ACRE TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) SOUTH 00°10'38" EAST, A DISTANCE OF 173.03 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "HOWARD SURVEYING" FOUND AT AN INTERIOR CORNER OF SAID 359.91 ACRE TRACT, SAME BEING A SOUTHWEST CORNER OF SAID 1.77 ACRE TRACT, FOR AN INTERIOR CORNER OF THE TRACT DESCRIBED HEREIN,
- 2) NORTH 88°59'38" EAST, A DISTANCE OF 116.88 FEET TO A 3-INCH STEEL FENCE POST FOUND AT A NORTHEAST CORNER OF SAID 359.91 ACRE TRACT, SAME BEING AN INTERIOR CORNER OF SAID 1.77 ACRE TRACT, FOR A NORTHEAST CORNER OF THE TRACT DESCRIBED HEREIN, AND
- 3) SOUTH 00°08'09" EAST, A DISTANCE OF 41.73 FEET TO A 10-INCH WOODEN FENCE POST FOUND AT THE SOUTHWEST CORNER OF SAID 1.77 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF A CALLED 4.852 ACRE TRACT OF LAND TO ALAN RAY GUIDRY, DESCRIBED IN VOLUME 596, PAGE 256, O.P.R.M.C.TX., FOR AN ANGLE CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE SOUTH 04°58'03" WEST, WITH AN EAST LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE WEST LINE OF SAID 4.852 ACRE TRACT AND THE WEST LINE OF A CALLED 4.714 ACRE TRACT OF LAND TO GAYLE JEAN GUIDRY, DESCRIBED IN VOLUME 596, PAGE 258, O.P.R.M.C.TX., A DISTANCE OF 1,018.41 FEET TO A 5-INCH WOOD FENCE POST FOUND AT A SOUTHEAST CORNER OF SAID 359.91 ACRE TRACT, SAME BEING THE SOUTHWEST CORNER OF SAID 4.714 ACRE TRACT, AND ON THE NORTH MARGIN OF THE UNION PACIFIC RAILROAD, FOR A SOUTHEAST CORNER OF THE TRACT DESCRIBED HEREIN, FROM WHICH A 1/2-INCH IRON ROD WITH CAP STAMPED "RPLS 5401" FOUND AT THE SOUTHEAST CORNER OF SAID 4.714 ACRE TRACT, SAME BEING ON THE NORTH MARGIN OF THE UNION PACIFIC RAILROAD, BEARS NORTH 62°48'29" EAST, A DISTANCE OF 432.01 FEET, AND NORTH 61°05'46" EAST, A DISTANCE OF 291.45 FEET;

THENCE SOUTH 59°01'48" WEST, WITH THE SOUTHEAST LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE NORTHWEST MARGIN OF UNION PACIFIC RAILROAD, A DISTANCE OF 2490.48 FEET TO A FENCE POST FOUND AT A SOUTH CORNER OF SAID 359.91 ACRE TRACT, SAME BEING THE EAST CORNER OF A CALLED 8.00 ACRE TRACT OF LAND TO PAUL NEAL AND STACY NEAL CONVEYED IN VOLUME 828, PAGE 1112, O.P.R.M.C.TX., AND DESCRIBED IN VOLUME 515, PAGE 682, DEED RECORDS, MEDINA COUNTY, TEXAS (O.P.R.M.C.TX.), AND ON THE NORTH MARGIN OF UNION PACIFIC RAILROAD, FOR A SOUTH CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE NORTH 41°16'10" WEST, WITH A SOUTHWEST LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE NORTHEAST LINE OF SAID 8.00 ACRE TRACT, AND THE NORTHEAST LINE OF A CALLED 40.6 ACRE TRACT OF LAND TO KOCH GATHERING SYSTEMS, INC., DESCRIBED IN VOLUME 237, PAGE 997, O.P.R.M.C.TX., A DISTANCE OF 1,140.84 FEET TO A FENCE POST FOUND AT AN INTERIOR CORNER OF SAID 359.91 ACRE TRACT, SAME BEING THE NORTH CORNER OF SAID 40.6 ACRE TRACT, AND THE EAST CORNER OF A CALLED 1.926 ACRE TRACT OF LAND TO KOCH GATHERING SYSTEMS, INC., DESCRIBED IN VOLUME 237, PAGE 997, O.P.R.M.C.TX., FOR AN INTERIOR CORNER OF THE TRACT DESCRIBED HEREIN;

EXHIBIT "A"

THENCE SOUTH 76°35'11" WEST, WITH A SOUTH LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE NORTH LINE OF SAID 1.926 ACRE TRACT, A DISTANCE OF 867.19 FEET, TO A 5/8-INCH IRON ROD WITH CAP STAMPED "SAM" SET AT AN INTERIOR CORNER OF SAID 359.91 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF SAID 1.926 ACRE TRACT, FOR AN INTERIOR CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE SOUTH 00°03'27" WEST, WITH AN EAST LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE WEST LINE OF SAID 1.926 ACRE TRACT, A DISTANCE OF 199.15 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "RPLS 5458" FOUND AT A SOUTHEAST CORNER OF SAID 359.91 ACRE TRACT, SAME BEING THE SOUTHWEST CORNER OF SAID 1.926 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF SAID 40.6 ACRE TRACT AND THE NORTHEAST CORNER OF A CALLED 10.00 ACRE TRACT OF LAND TO FRIO NEWLINE, LP, A DELAWARE LIMITED PARTNERSHIP, ACTING THROUGH FN GP, LLC, ITS GENERAL PARTNER, DESCRIBED IN VOLUME 568, PAGE 667, O.P.R.M.C.TX., FOR A SOUTHEAST CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE NORTH 89°48'44" WEST, WITH A SOUTH LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE NORTH LINE OF SAID 10.00 ACRE TRACT, A DISTANCE OF 751.37 FEET TO A 3-1/2-INCH ROUND CONCRETE MONUMENT WITH A 1/2-INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID 359.91 ACRE TRACT, SAME BEING THE SOUTHEAST CORNER OF A CALLED 83.05 ACRE TRACT OF LAND TO F&H FARMS, LLC, A TEXAS LIMITED LIABILITY COMPANY, DESCRIBED IN INSTRUMENT NUMBER 2019009041, O.P.R.M.C.TX., ON THE NORTH LINE OF SAID 10.00 ACRE TRACT, FOR THE SOUTHWEST CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE NORTH 00°02'06" WEST, WITH THE WEST LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE EAST LINE OF SAID 83.05 ACRE TRACT, A DISTANCE OF 1,845.66 FEET TO A 3-1/2-INCH ROUND CONCRETE MONUMENT WITH A 1/2-INCH IRON ROD FOUND AT AN INTERIOR CORNER OF SAID 359.91 ACRE TRACT, SAME BEING A NORTHEAST CORNER OF SAID 83.05 ACRE TRACT, FOR AN INTERIOR CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE NORTH 89°54'18" WEST, WITH A SOUTH LINE OF SAID 359.91 ACRE TRACT, SAME BEING A NORTH LINE OF SAID 83.05 ACRE TRACT, A DISTANCE OF 496.41 FEET TO A 3-1/2-INCH ROUND CONCRETE MONUMENT WITH A 1/2-INCH IRON ROD FOUND AT AN EXTERIOR CORNER OF SAID 359.91 ACRE TRACT, SAME BEING AN INTERIOR CORNER OF SAID 83.05 ACRE TRACT, FOR AN EXTERIOR CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE NORTH 00°01'44" WEST, WITH A WEST LINE OF SAID 359.91 ACRE TRACT, SAME BEING AN EAST LINE OF SAID 83.05 ACRE TRACT, A DISTANCE OF 1,250.22 FEET TO A 4-INCH BY 4-INCH WOODEN BLOCK FOUND AT A NORTHWEST CORNER OF SAID 359.91 ACRE TRACT, SAME BEING A NORTHEAST CORNER OF SAID 83.05 ACRE TRACT, AND ON THE SOUTH LINE OF A CALLED 4.816 ACRE TRACT OF LAND TO HEATHER ANNE GARCIA, DESCRIBED IN INSTRUMENT NUMBER 2016001883, O.P.R.M.C.TX., FOR A NORTHWEST CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE SOUTH 89°56'16" EAST, WITH A NORTH LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE SOUTH LINE OF SAID 4.816 ACRE TRACT, A DISTANCE OF 698.78 FEET TO A FENCE CORNER POST FOUND AT AN INTERIOR CORNER OF SAID 359.91 ACRE TRACT, SAME BEING THE SOUTHEAST CORNER OF SAID 4.816 ACRE TRACT, FOR AN INTERIOR CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE NORTH 00°02'27" WEST, WITH A WEST LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE EAST LINE OF SAID 4.816 ACRE TRACT, A DISTANCE OF 499.57 FEET TO A FENCE CORNER POST FOUND AT A NORTHWEST CORNER OF SAID 359.91 ACRE TRACT, SAME BEING A SOUTHWEST CORNER OF A CALLED 22.956 ACRE TRACT OF LAND TO DAVID GEORGE GARCIA, DESCRIBED IN VOLUME 483, PAGE 727, O.P.R.M.C.TX., ON THE EAST LINE OF SAID 4.816 ACRE TRACT, FOR A NORTHWEST CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE NORTH 89°50'06" EAST, WITH THE NORTH LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE SOUTH LINE OF SAID 22.956 ACRE TRACT, A DISTANCE OF 1390.15 FEET TO A FENCE CORNER POST FOUND AT AN EXTERIOR CORNER OF SAID 359.91 ACRE TRACT, SAME BEING AN INTERIOR CORNER OF SAID 22.956 ACRE TRACT, FOR AN EXTERIOR ANGLE CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE SOUTH 00°30'20" EAST, WITH AN EAST LINE OF SAID 359.91 ACRE TRACT, SAME BEING A WEST LINE OF SAID 22.956 ACRE TRACT, DISTANCE OF 241.28 FEET TO A FENCE CORNER POST FOUND AT AN INTERIOR CORNER OF SAID 359.91 ACRE TRACT, SAME BEING AN EXTERIOR CORNER OF SAID 22.956 ACRE TRACT, FOR AN INTERIOR CORNER OF THE TRACT DESCRIBED HEREIN;

EXHIBIT "A"

THENCE NORTH 89°49'24" EAST, WITH THE NORTH LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE SOUTH LINE OF SAID 22.956 ACRE TRACT AND THE SOUTH LINE OF A CALLED 5.338 ACRE TRACT OF LAND (TRACT 1) TO ROBERT S. MARTINEZ, DESCRIBED IN VOLUME 517, PAGE 694, O.P.R.M.C.TX., A DISTANCE OF 1,064.41 FEET TO A 5/8-INCH IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID 5.338 ACRE TRACT, SAME BEING THE SOUTHWEST CORNER OF LOT 8 OF THE STAR CROSSING SUBDIVISION, DESCRIBED IN VOLUME 10, PAGE 29, PLAT RECORDS, MEDINA COUNTY, TEXAS (P.R.M.C.TX.), FOR AN ANGLE CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE SOUTH 89°39'45" EAST, WITH THE NORTH LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE SOUTH LINE OF SAID LOT 8, A DISTANCE OF 292.23 FEET TO A 5/8" IRON ROD WITH CAP FOUND AT THE SOUTHEAST CORNER OF SAID LOT 8, SAME BEING THE SOUTHWEST CORNER OF LOT 9 OF SAID STAR CROSSING SUBDIVISION, FOR AN ANGLE CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE SOUTH 89°40'03" EAST, WITH THE NORTH LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 244.43 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ALLEN RPLS 5401" FOUND AT THE SOUTHEAST CORNER OF SAID LOT 9, SAME BEING THE SOUTHWEST CORNER OF A CALLED 1.990 ACRE TRACT OF LAND TO MELINDA SUE CARROLL-CONOVER, DESCRIBED IN INSTRUMENT NUMBER 2011000343, O.P.R.M.C.TX., FOR AN ANGLE CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE NORTH 89°41'05" EAST, WITH THE NORTH LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE SOUTH LINE OF SAID 1.990 ACRE TRACT, A DISTANCE OF 179.88 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ALLEN RPLS 5401" FOUND AT THE SOUTHEAST CORNER OF SAID 1.990 ACRE TRACT, SAME BEING THE SOUTHEAST CORNER OF SAID CALLED 5.397 ACRE TRACT FOR AN ANGLE CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE NORTH 89°47'09" EAST, WITH THE NORTH LINE OF SAID 359.91 ACRE TRACT, SAME BEING THE SOUTH LINE OF SAID 5.397 ACRE TRACT, A DISTANCE OF 1,320.13 FEET TO THE POINT OF BEGINNING OF THE TRACT DESCRIBED HEREIN, CONTAINING 357.24 ACRES OF LAND, MORE OR LESS.

NORTH, BEARINGS, DISTANCES, AND COORDINATES SHOWN HEREON ARE SURFACE VALUES DERIVED FROM THE TEXAS COORDINATE SYSTEM OF 1983 (2011), SOUTH CENTRAL ZONE (4204). DISTANCES SHOWN ARE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 0.9998336796.

PLAT OF EVEN DATE ACCOMPANIES, AND IS CONSIDERED AN INTEGRAL PART OF THIS DESCRIPTION.


11/01/2022
RIZK IKHRAIS
TEXAS PROFESSIONAL LAND SURVEYOR NUMBER 5381
SURVEYING AND MAPPING, LLC.
TEXAS FIRM REGISTRATION NO. 10064300



EXHIBIT B

FORM OF PERSONAL PROPERTY PHASE CERTIFICATE

Rowan Land Resources LLC (the “Owner”) or [a Permitted Occupant] hereby request the creation of Personal Property Phase [1, 2, 3, or 4]:

Initials

1. This request is submitted on or before April 15 of (choose one):

_____ The first calendar year after Real Property Phase 1 Abatement began;
_____ The fourth calendar year after Real Property Phase 1 Abatement began;
_____ The sixth calendar year after Real Property Phase 1 Abatement began; or
_____ The eighth calendar year after Real Property Phase 1 Abatement began.

2. Attached hereto is a duly completed and signed Rendition of the personal property located within Medina County and used at the Data Center as of January 1 of this year that is owned by the undersigned (the “Phase 1 Personal Property”). Such Rendition utilizes Texas Comptroller Form 50-144.

3. The undersigned hereby requests that the Phase 1 Personal Property be granted a property account and that the Abatement be applied to such Personal Property pursuant to the terms of the Chapter 312 Agreement entered into by and between Medina County and Owner on _____, 2024.

4) All other terms and conditions of this Agreement have been complied with;

5) The undersigned agrees that the Personal Property Rendered herewith may not be included in any other Personal Property Phase Request and may not receive Abatement more than 10 years.

Signed on behalf of the ____ day of _____ 20__.

Rowan Land Resources, LLC

By: _____
Signature

Position/Title

[Permitted Occupant(s)]

By: _____
Signature

Position/Title

EXHIBIT C

FORM OF REAL PROPERTY PHASE CERTIFICATE

- Projected Construction Commencement Date
- Planned Construction Duration
- Estimated Construction Completion Date
- Number of Buildings
- Scope of Phase (attach site plan, layout, or survey) indicating Buildings (number and location) and other improvements and landscaping; indicate location of infrastructure (water, wastewater, electricity, drainage); should allow the reasonable and objective demarcation and segregation of the Property and Personal Property included within such Phase from each other Phase on the Property.
- List of necessary permits and approvals and copies thereof, as well as plans and specifications supporting issuance of permits and approvals
- Identification of general contractor(s)
- Building layout and survey of each such Phase

Rowan Land Resources, LLC

By: _____
Signature Position/Title

[Permitted Occupant(s)]

By: _____
Signature Position/Title

EXHIBIT D

FORM OF CONSTRUCTION COMMENCEMENT CERTIFICATE

Rowan Land Resources LLC (the “Company”) and [Permitted Occupants] hereby certify that:

- 1) Construction of the Improvements for Real Property Phase ____ has commenced;
- 2) all terms and conditions of this Agreement applicable to date have been complied with;
- 3) a projected building layout and Phase survey allowing the reasonable and objective demarcation and segregation of the Property and Improvements to be included within such Phase from each other Phase on the Property is attached hereto.

Signed on behalf of the ____ day of _____, 20__.

Rowan Land Resources, LLC

By: _____
Signature Position/Title

[Permitted Occupant(s)]

By: _____
Signature Position/Title

EXHIBIT E

FORM OF CONSTRUCTION COMPLETION CERTIFICATE

Rowan Land Resources LLC (the “Company”) and [Permitted Occupants] hereby certify that:

Initials

- 1) the facilities for Phase ____ have been completed and all facilities and improvements have been constructed or acquired by Company pursuant to said Agreement with a total investment of \$ _____,
- 2) all other terms and conditions of this Agreement have been complied with;
- 3) a building layout and phase survey allowing the reasonable and objective demarcation and segregation of the Property and Personal Property included within such Phase from each other Phase on the Property is attached hereto.

Signed on behalf of the ____ day of _____, 20 ____.

Rowan Land Resources, LLC

By: _____

Signature

Position/Title

[Permitted Occupant(s)]

By: _____

Signature

Position/Title

EXHIBIT F

FORM OF JOINDER AGREEMENT

JOINDER TO MEDINA COUNTY TAX INCENTIVE AGREEMENT

This JOINDER TO MEDINA COUNTY TAX INCENTIVE AGREEMENT (this “*Agreement*”) is executed this ____ day of _____, 202__ (the “*Effective Date*”), by and between Rowan Land Resources LLC, a Delaware limited liability company (“*Company*”) and _____, a _____ (“*Permitted Occupant*”).

RECITALS:

A. Company is developing a Data Center (as defined in the Tax Agreement) in Medina County, Texas and is a party to the Chapter 312 Agreement between Medina County and the Company dated _____, 2024 (the “*Tax Agreement*”).

B. Permitted Occupant is [leasing / operating] portions of the Data Center.

C. Permitted Occupant desires to become obligated to and to be bound by the terms of the Tax Agreement and to be eligible to receive or “Abatements” as those terms are defined in the Tax Agreement with respect to property it owns at the Data Center.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of such is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Joinder to Tax Agreement. Permitted Occupant does hereby join and agree to be bound by the terms of the Tax Agreement for all purposes and without limitation or exception. Company and Permitted Occupant shall cooperate with respect to all of the performance obligations that are applicable to Company or Permitted Occupant, respectively, under the Tax Agreement.

2. Specific Commitments By Permitted Occupant. Permitted Occupant agrees that [(a) on or before _____, 202__, it shall [take the following actions with respect to the] jobs required by Article III of the Tax Agreement and/or (b) on or before _____, 202__ [take the following actions with respect to the] required minimum investment required by Article III of the Tax Agreement, and Permitted Occupant shall accurately prepare, document, and deliver all reports required under the Tax Agreement with respect to such obligations.]

3. Incentives. Permitted Occupant shall be entitled to receive an allocable portion of the Abatements authorized by Medina County (the “County”) subject to the terms Tax Agreement with respect to property owned by Permitted Occupant that is located at the Data Center.

4. Mutual Indemnification. Company and Permitted Occupant hereby each agree to indemnify, defend and hold harmless the other, and each of their respective affiliates, equity owners, directors, stockholders, employees, agents, advisors, consultants, and successors and assigns from and against any and all losses, damages, liabilities, claims, judgments, liens, penalties, costs and expenses, including, without limitation, reasonable attorneys' and consultants' fees (collectively, "**Losses**"), sustained or incurred by said injured party arising from the injuring party's breach of the Tax Agreement. The provisions contained in this Section shall apply to the fullest extent permitted by law and shall survive the termination of this Agreement.

5. Assignment. Permitted Occupant acknowledges and agrees that its rights and obligations under this Agreement are not assignable (other than assignments to Company Affiliates as defined in the Agreement or collateral assignments) without the prior written consent of Company and the County, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the assignment limitation in the prior sentence, Permitted Occupant's rights and obligations under this Agreement may be collaterally assigned and/or pledged or otherwise encumbered, as applicable, by Permitted Occupant for the benefit of its creditors without the prior written consent of Company.

6. Notices. All notices to either party hereto shall be in writing and served personally on, or sent by first class U. S. Mail, postage-prepaid, to the addresses below as follows:

Company:

Permitted Occupant:

7. Successors and Assigns. This Agreement and the covenants contained therein shall inure to the benefit of and be binding on the respective heirs, successors, assigns, agents, contractors, and personal representatives of the parties to this Agreement.

8. Certifications.

(a) The Permitted Occupant makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as amended (collectively, the "**Covered Verifications**"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Permitted Occupant within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

i. The Permitted Occupant represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended.

ii. The Permitted Occupant hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Texas Government Code, as amended.

iii. The Permitted Occupant hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Texas Government Code, as amended.

iv. The Permitted Occupant hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Texas Government Code, as amended.

9. Miscellaneous. This Agreement may be executed simultaneously or in counterparts, each of which together shall constitute one and the same agreement. This Agreement shall be governed by and enforced in accordance with the laws of the State of Texas, without regard to principles of conflict of laws, which if applied, might require the application of the laws of another jurisdiction. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

[Signature page follows]

ROWAN LAND RESOURCES LLC

By: _____

Name: _____

Title: _____

Address for Notices: _____

[PERMITTED OCCUPANT]

By: _____

Name: _____

Title: _____

Address for Notices: _____

EXHIBIT G
FORM OF ANNUAL COMPLIANCE CERTIFICATE

To be filed annually with the County on or before April 30 of each year to which an Abatement applies

EMPLOYMENT REPORT

Date:

Company:

Effective Date of Agreement:

Number	Employer	Redacted Employee No. (last three digits)	Start Date	Full Time (yes/no)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
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33				
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35				
36				
37				
38				
39				
40				

Wage of the lowest paid employee \$ _____ included in the 40 employees required by the Agreement.

Company and/or permitted affiliates (“Company”) certify as follows:

- 1) the Project Improvements have been completed, constructed, or installed pursuant to the Agreement;
- 2) all ad valorem taxes not abated by the Agreement have been timely paid by Company;
- 3) Company is in compliance with the Minimum Jobs Requirement for such year; and
- 4) all other terms and conditions of this Agreement have been complied with.

OR

The Company hereby certifies that:

The Company is not in compliance with the Agreement because Company does not meet the following requirements for the current year (list all that apply):

Executed on the _____ day of _____, _____

Printed Name: _____

Title: _____

Signature: _____

EXHIBIT H
PUBLIC ACCESS ROAD DESCRIPTION

Final Site Plan to be attached upon approval by the County.

EXHIBIT I

FORM OF COMMUNITY ENGAGEMENT AGREEMENT

Rowan is committed to being a responsible, responsive and community-oriented partner to the residents of Medina County. Our top priority is to collaborate with Medina County, the City of Lytle, and other key partners in the community to build a high-value, low-impact facility that will benefit the entire region. Rowan plans to build our project with community feedback in mind and will continue to seek out their perspective throughout the development process.

To this end, Rowan will embark on a multipronged approach to community engagement:

Key Stakeholder Engagement Meetings: Rowan will work with Medina County Economic Development (GoMedina), the City of Lytle, and the greater: SATX Regional Economic Partnership, to develop a list of key stakeholders to engage with directly. Rowan will set up meetings with these organizations and key individuals to have direct conversations with, where key details of the project will be provided. This engagement will provide an opportunity for stakeholders to have direct contact with the development team, seek answers to questions, and provide input for the project.

Project Website: Rowan will develop and host a Project Cinco website that will provide key project details, timelines, frequently asked questions (FAQ), and host other key project events and communications. In an effort to provide direct access to the development team, the project website will include a webpage wherein members of the public will be able to reach out to the project team with questions, concerns, comments and suggestions. The site will also host a dynamic project FAQ section that will provide responses to frequently asked questions about the project.

Community Open House: Rowan will host a community open house of no less than three hours, free to attend by any member of the public. An invitation to the open house will be advertised in the local newspaper, sent to key stakeholders, provided to GoMedina and the City of Lytle for distribution through their own channels, and mailed via the U.S. Postal Service to all properties within a one-mile radius of the project site. To ensure the most participatory approach for this type of engagement, Rowan will host the event as a series of information stations that speak to various elements of the project's development proposal (e.g. environmental stewardship, responsible design & construction, community benefits, etc.), with pertinent Rowan subject matter experts staffing each station to engage directly with open house attendees.

Rowan shall deliver to the County a duly completed Community Engagement Certificate prior to any Form of Construction Commencement Certificate being submitted.

EXHIBIT I (CONT.)

COMMUNITY ENGAGEMENT CERTIFICATE

Rowan has completed the community focused activities as agreed to in the Community Engagement Agreement.

Rowan Land Resources LLC (the “Rowan”) hereby certifies that:

- 1) Rowan engaged with members of the community to discuss Rowan, the Project and responded to concerns the community shared.
- 2) Rowan created a Project-specific website that included a description of the project and provided a section for frequently asked questions related to the Project, and a method for the public to contact the development team directly.
- 3) Rowan hosted an open house specific to the Project which included an open invite to members of the local community.

Signed on behalf of the ____ day of _____ 20__.

Rowan Land Resources, LLC

By: _____
Signature

Position/Title

EXHIBIT J

Certification Regarding the Employment of Undocumented Workers

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) The business receiving any public subsidies provides pursuant to this Agreement, or a branch, division, or department of the business, does not and will not knowingly employ undocumented workers. For purposes of this Certification, “**Public Subsidies**” means grants, loans, loan guarantees, benefits relating to an enterprise or empowerment zone, fee waivers or rebates, land price subsidies, infrastructure development and improvements designed to principally benefit a single business or defined group of businesses, matching funds, tax refunds, tax rebates, or tax Abatements. For purposes of this Certification, “**undocumented worker**” means an individual who, at the time of employment, is not:

- (A) lawfully admitted for permanent residence to the United States; or
- (B) authorized to work in the United States under the federal Immigration and Nationality Act or by the Department of Homeland Security .

(2) If, after receiving the Public Subsidies provide herein, the business entity or a branch, division, or department of the business, is convicted of a violation under 8 U.S.C. to be Section 1324a(f), the business shall repay the amount of the Public Subsidy with interest to be charged at the statutory rate for delinquent taxes as determined by Section 33.01 of the Property Tax Code of the State of Texas, but without the addition of a penalty, according to the terms provided by this Agreement under V.T.C.A. Government Code § 2264.053, not later than the 120th day after the date the County notifies the business of the violation.

This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by V.T.C.A. Government Code § 2264.

ROWAN LAND RESOURCES LLC

By: _____

(Type name and title)

**Construction Management Agreement
Medina County, Texas**

This Construction Management Agreement (“**Agreement**”) is entered into as of _____ (“**Effective Date**”) between County and Developer (each a “**Party**” and collectively the “**Parties**”).

Certain Project Information

County	Medina County, Texas, a political subdivision of the State of Texas
County Notice Address	Medina County Attn.: County Judge 1300 Avenue M, Room 250 Hondo, Texas 78861 Phone: (830) 741-6020 Fax: (830) 741-6025 Email: countyjudge@medinacountytexas.org and Medina County Attn.: Precinct 3 Commissioner 1300 Avenue M, Room 148 Hondo, Texas 78861 Phone: (830) 741-6006 Fax: (830) 741-6015 Email: david.lynch@medinacountytexas.org <u>With a copy to:</u> Clayton Binford McCall, Parkhurst & Horton L.L.P. 112 E. Pecan, Suite 1310 San Antonio, Texas 78205 Phone: (201) 225-2819 Fax: (210) 225-2984 Email: cbinford@mphlegal.com
County Senior Representative	David Lynch Precinct 3 Commissioner 1300 Avenue M, Room 148 Hondo, Texas 78861 Email: david.lynch@medinacountytexas.org
Developer	Rowan Land Resources LLC
Developer Notice Address	Rowan Land Resources LLC 1700 Westlake Avenue N. Suite 200

	Seattle, WA 98109 Attention: Chief Legal Officer Email: legal@rowan.digital & mromo@rowan.digital
Developer Senior Representative	Gary Cudmore Vice President of Sustainable Engineering and Construction Email: gcudmore@rowan.digital
Project	Construction of certain Data Center Buildings and related improvements at the Site
Site	Approximately 440 acres of land located in in Commissioner Precinct No. 3 of the County, as more particularly described in Exhibit A
Construction Hours	Monday – Saturday: 7am – 7pm Sunday: none
Chapter 312 Agreement	That certain Chapter 312 Agreement between Medina County, Texas and Rowan Land Resources LLC, dated as of [].

1. **Purpose.** Developer intends to develop the Project at the Site, which is privately-owned land within the County. The development at the Site will occur in one or more Phases. County and Developer desire that the Project be developed by Developer in accordance with prudent construction management practices applicable in the County, including relating to community and stakeholder engagement and environmental management practices. As such, County and Developer desire to address certain issues relating to Developer’s Construction at the Site as provided in this Agreement.
2. **Application.** This Agreement only applies to the Construction of each Phase. This Agreement does not apply to any activities by Developer other than in connection with Construction of a Phase or in respect of any activities by any Permitted Occupant or any party other than Developer or any Company Affiliate.
3. **Construction Hours.** During Construction of any Phase, Developer will only use motorized and engine-driven construction equipment and machinery such as loaders, rock drills/crushers, graders, dozers, backhoes, cranes or hoists, concrete pumping trucks/mixers/vibrators (collectively, “**Construction Equipment**”) at the Site during Construction Hours. Developer may submit to County a request to use Construction Equipment at the Site outside of the Construction Hours, and the Parties will reasonably cooperate with each other to accommodate the request; provided Developer has the right, upon reasonable written notice to County and for no more than 60 days in the aggregate for each Phase, to modify the Construction Hours by adding up to 3 additional hours per day Monday to Saturday (starting no earlier than 6am) and up to 8 hours per day on Sunday (starting no earlier than 8am). Developer will use reasonable efforts to plan and execute Construction to avoid or minimize any modifications to the Construction Hours. Nothing in this Section will prevent Developer from performing activities outside the Construction Hours to the extent and for the period required (i) to protect the health and safety of the community and personnel and prevent damage to equipment and materials, (ii) in the case of an emergency, (iii) to maintain a public utility service, or (iv) in accordance with this Agreement, and Developer will provide County notice as soon as practical of all such work.

4. **Site Plan Submittals.** As part of the Site plan submission to County, Developer will provide County the following studies:
 - 4.1 traffic/transportation assessment of the areas affected by traffic generated by the Phase;
 - 4.2 noise study of noise generated by the normal expected operation of the Phase measured at the Site boundaries;
 - 4.3 visual impacts analysis of the Phase to include a viewshed analysis, photo simulations or renderings of the Phase, and vegetation and screening plans; and
 - 4.4 setbacks from Site boundaries.
5. **Developer Plans.** At least 15 days prior to Commencement of Construction for each Phase, Developer will submit to County the following for the Phase:
 - 5.1 *Site Plan.* A site plan depicting improvements to the Site by Developer in connection with the Project with at least a 250 foot setback from property boundaries for all buildings.
 - 5.2 *Site Logistics Plan.* A plan describing for the Site during construction activities: temporary storage areas for materials; safety and security plans; worker cooling and hydration stations; Site access areas; Site trailer locations; traffic safety controls; any off-Site parking locations and procedures; and overweight equipment delivery routes in the County;
 - 5.3 *Dust Control Plan.* A plan describing the dust control and construction watering plans during mass grading activities to mitigate air borne and fugitive dust resulting from Construction at the Site;
 - 5.4 *Erosion and Sediment Control Plan.* A plan showing berms, landscaping, ponds, flood lines, silt fences and a description of the erosion, sediment control and a description of the storm water management practices to be implemented relating to Construction at the Site in compliance with all Texas Commission on Environmental Quality requirements; and
 - 5.5 *Tree Preservation Survey.* Developer will cause a third-party to conduct a tree survey of the Site. The tree survey will identify the species, size, health and location of each tree on the Site. In a manner consistent with good environmental and development practices in the County, Developer will use reasonable efforts to preserve significant trees identified in the tree survey,

(collectively the “**Developer Plans**”).

Developer will meet with County (and, as applicable, the local Fire Department and other County departments) to review the Developer Plans and reasonably address County’s comments. Developer will use reasonable efforts to develop the Site in accordance with the Developer Plans and will update County regarding the implementation of Developer Plans in accordance with Section 7.

6. **Developer Staffing.** During each Phase, Developer will maintain the following staff for the Construction of the Phase who will each have a regular presence on-Site (the “**Staffing Plan**”):
- a. (1) Construction Manager – responsible for monitoring the performance of on-Site work by Developer’s Construction contractors, including quality control and assurance programs.
 - b. (1) Safety Manager – responsible for monitoring Developer’s on-Site contractors’ implementation of Construction safety programs.
 - c. (1) Project Engineer – responsible for monitoring progress of Developer’s on-Site contractors’ Construction activities.
 - d. (1) Project Manager – responsible for overall Construction scheduling and coordination.
 - e. (1) Design Manager – responsible for monitoring engineers and architects responsible for the design of the Project.
7. **Monitoring and Reporting.** Starting after Commencement of Construction and ending upon Completion of Construction for each Phase, Developer will provide County within 20 days of the end of each calendar quarter a written report (each a “**Quarterly Report**”) describing:
- a. any updates to any Developer Plan since the last Quarterly Report;
 - b. any updates to the Staffing Plan since the last Quarterly Report;
 - c. a summary of any modifications to the Construction Hours in the prior quarter allowed or agreed pursuant to Section 3;
 - d. any material deviations from the Developer Plans during performance of the on-Site work during the prior quarter and Developer’s plan to remedy the deviation;
 - e. a summary of Community Concerns and the actions taken or proposed by Developer to resolve the Community Concerns; and
 - f. any items reasonably requested by County to be included in the Quarterly Report relating to the Agreement.

If requested by either Party, Developer and County will meet virtually to discuss each Quarterly Report within 7 days of the date it is received by County. The representative(s) of Developer at each meeting will be knowledgeable about the contents of the Quarterly Report. The Parties will discuss and agree any follow-up actions by either Party.

8. **Community Engagement**

- 8.1 **Community Concerns.** Developer will maintain a website for members of the community to submit complaints or concerns relating to the Construction of a Phase (each a “**Community Concern**”). Developer will take appropriate action on each Community Concern. Developer will provide County a summary of any Community Concerns in accordance with Section 7 and the Parties will cooperate with each other to address each unresolved Community Concern to the extent practicable.

- 8.2 **Mobile Food Service Vehicles.** During Construction of each Phase, Developer will make reasonable efforts to accommodate local mobile food vehicles at the Site during the Construction Hours in accordance with applicable access, health and safety, and security procedures.
9. **Escalation.** Within 10 days of either Party's request to escalate an issue relating to the Agreement, the County Senior Representative and Developer Senior Representative identified in the Certain Project Information will meet virtually and in good faith attempt to resolve the issue reasonably, expeditiously and in accordance with the intention of the Parties as expressed in the Agreement. Each Party will notify the other in accordance with Section 15 of a change in the Party's Senior Representative.
10. **Damages.** Neither Party will be liable to the other for any indirect, consequential or punitive damages in connection with this Agreement.
11. **Entire Agreement; Modifications; Term.** The Agreement constitutes the entire, final and exclusive agreement between County and Developer regarding this subject matter. Any modification to the Agreement must be in a writing signed by each Party. This Agreement will terminate upon termination of the Chapter 312 Agreement.
12. **Assignment.** The Agreement may only be assigned upon written consent of the other Party, which consent will not be unreasonably withheld, conditioned or delayed, except that Developer may assign, pledge and encumber the Agreement to the same extent Developer can do so under the Chapter 312 Agreement.
13. **Governing Laws.** This Agreement will be governed by the laws of the State of Texas, excluding its conflicts of law provisions. Developer irrevocably consents to the venue and jurisdiction of the state and federal courts in Medina County, Texas to resolve any disputes arising from this Agreement.
14. **Confidentiality.** Subject to the Texas Public Information Act, this Agreement and related communications are governed by the Mutual Non-Disclosure Agreement between County and Developer effective as of March 6, 2023 ("**NDA**"); and if the NDA expires or terminates for any reason the terms of the NDA will continue to apply to this Agreement and related communications until the Parties sign a new confidentiality agreement.
15. **Notice.** The Parties will provide all legal notices in connection with the Agreement in writing to the addresses (including e-mail addresses and the other Party's Senior Representative) identified in the Certain Project Information above, which may only be changed by a Party with 15 days' written notice to the other Party.
16. **Miscellaneous.** Unless the context provides otherwise, all references to "include" and its derivatives are not limiting and days means calendar days. If one or more provisions of the Agreement are deemed unenforceable, those provisions will be deemed modified to the extent necessary for them to be enforceable and, if they cannot be saved, severable from the Agreement. The Agreement does not create any third-party beneficiary rights.

17. **Definitions**

- 17.1 **“Building”** has the meaning in the Chapter 312 Agreement.
- 17.2 **“Commencement of Construction”** has the meaning in the Chapter 312 Agreement.
- 17.3 **“Community Concern”** has the meaning in Section 8.
- 17.4 **“Company Affiliate”** has the meaning in the Chapter 312 Agreement.
- 17.5 **“Completion of Construction”** has the meaning in the Chapter 312 Agreement.
- 17.6 **“Construction”** has the meaning in the Chapter 312 Agreement.
- 17.7 **“Construction Equipment”** has the meaning in Section 3.
- 17.8 **“Data Center”** has the meaning in the Chapter 312 Agreement.
- 17.9 **“Developer Plans”** has the meaning in Section 5.
- 17.10 **“NDA”** has the meaning in Section 14.
- 17.11 **“Phase”** has the meaning in the Chapter 312 Agreement.
- 17.12 **“Permitted Occupant”** has the meaning in the Chapter 312 Agreement.
- 17.13 **“Quarterly Report”** has the meaning in Section 7.

[Signature Page Follows]

The Parties have signed the Agreement as of the Effective Date.

Medina County, Texas,
as County

By: _____
Name:
Title:

Rowan Land Resources LLC,
as Developer

By: _____
Name:
Title:

STATE OF _____, _____ COUNTY, TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 2024, before me, the subscriber, a Notary Public of the State of _____, personally appeared _____, who is either known to me (or satisfactorily proven) to be the _____ of _____ (the Developer), and that they executed the same on behalf of Developer for the purposes herein contained.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires:

**Road Use Agreement
Medina County, Texas**

This Road Use Agreement (“**Agreement**”) is entered into as of _____ (“**Effective Date**”) between County and Developer (each a “**Party**” and collectively the “**Parties**”).

Certain Project Information

County	Medina County, Texas, a political subdivision of the State of Texas
County Notice Address	Medina County Attn.: County Judge 1300 Avenue M, Room 250 Hondo, Texas 78861 Phone: (830) 741-6020 Fax: (830) 741-6025 Email: countyjudge@medinacountytexas.org and Medina County Attn.: Precinct 3 Commissioner 1300 Avenue M, Room 148 Hondo, Texas 78861 Phone: (830) 741-6006 Fax: (830) 741-6015 Email: david.lynch@medinacountytexas.org <u>With a copy to:</u> Clayton Binford McCall, Parkhurst & Horton L.L.P. 112 E. Pecan, Suite 1310 San Antonio, Texas 78205 Phone: (201) 225-2819 Fax: (210) 225-2984 Email: cbinford@mphlegal.com
County Senior Representative	David Lynch Precinct 3 Commissioner 1300 Avenue M, Room 148 Hondo, Texas 78861 Email: david.lynch@medinacountytexas.org
Developer	Rowan Land Resources LLC
Developer Notice Address	Rowan Land Resources LLC 1700 Westlake Avenue N. Suite 200

	Seattle, WA 98109 Attention: Chief Legal Officer Email: legal@rowan.digital & mromo@rowan.digital
Developer Senior Representative	Gary Cudmore, Vice President of Sustainable Engineering and Construction Email: gcudmore@rowan.digital
Project	Construction of certain Data Center Buildings and related improvements at the Site
Site	Approximately 440 acres of land located in in Commissioner Precinct No. 3 of the County, as more particularly described in Exhibit A
Roads	These certain portions of public roads maintained by the County: [].
Standards	Medina County Construction Standards for Roads, Streets, Bridges and Drainage Structures, effective as of February 27, 2020 (revised November 18, 2021), attached as Exhibit B.
Chapter 312 Agreement	That certain Chapter 312 Agreement between Medina County, Texas and Rowan Land Resources LLC, dated as of [].

1. **Purpose.** Developer intends to develop the Project at the Site, which is privately-owned land within the County. The development at the Site will occur in one or more Phases. In connection with Construction of the Project, County and Developer desire to address certain issues relating to transportation and traffic over the Roads by Developer Parties within the County to maintain public safety and welfare and to allow the safe, efficient and timely development of the Project.
2. **Application.** This Agreement only applies to the Construction of each Phase. This Agreement does not apply to any activities by Developer Parties other than in connection with Construction of a Phase or in respect of any activities by any Permitted Occupant or any party other than Developer Parties or any Company Affiliate.
3. **Pre-Phase Conditions.** At least 5 days prior to Commencement of Construction for each Phase, Developer at its cost will cause a qualified person experienced in roadway design and construction to perform a survey to record the visibly apparent surface condition of the Roads (the “**Pre-Phase Survey**”). Developer will inform County at least 5 days prior to the Pre-Phase Survey and provide County an opportunity to attend and participate in the Pre-Phase Survey. Developer will submit the Pre-Phase Survey to County for review and comment.
4. **Post-Phase Conditions.** Within 15 days of Completion of Construction for each Phase, Developer at its cost will cause a qualified person experienced in roadway design and construction perform a survey to record the visibly apparent surface condition of the Roads (“**Post-Phase Survey**”). The Post-Phase Survey will be conducted in a manner similar to the Pre-Phase Survey. Developer will inform County at least 5 days prior to the Post-Phase Survey and provide County an opportunity to attend and participate in the Post-Phase Survey. Developer will submit the Post-Phase Survey to County for review and comment.

The Pre-Phase Survey and Post-Phase Survey will be compared to identify damage caused by Developer Parties' use of the Roads during Construction of a Phase, including lane rutting and other damage and excluding normal wear and tear and damage that would have occurred regardless of use by Developer Parties (the "**Damage**"). Within 45 days of Completion of Construction for each Phase, Developer will submit to County a good-faith and reasonable cost estimate for all the materials, labor and equipment to repair the Damage in a timely and workmanlike manner in accordance with the Standards ("**Repair Estimate**").

5. **Repair Payment.** Once accepted by County (acting reasonably), Developer will pay County the amount of the Repair Estimate and receipt of payment by County will fully satisfy Developer's obligations in connection with the Damage.

If County does not (acting reasonably) accept the Repair Estimate, the Repair Estimate will be deemed to be the actual, substantiated and reasonable costs paid by County to a qualified third-party to repair the Damage in accordance with the Agreement.

6. **Coordination.** Prior to Completion of Construction for a Phase, County and Developer will cooperate with each other to address safety hazards to public travel on the Roads to the extent such hazards are caused by Developer Parties during Construction of a Phase. County will notify Developer if it believes any damage to the Roads caused by Developer Parties may endanger public safety and Developer is responsible for the reasonable costs to repair such damage caused by Developer Parties in accordance with the Standards.
7. **Escalation.** Within 10 days of either Party's request to escalate an issue relating to the Agreement, the County Senior Representative and Developer Senior Representative identified in the Certain Project Information will meet virtually and in good faith attempt to resolve the issue reasonably, expeditiously and in accordance with the intention of the Parties as expressed in the Agreement. Each Party will notify the other in accordance with Section 14 of a change in the Party's Senior Representative.
8. **Security.** Within 15 days of the Commencement of Construction for each Phase, Developer at its cost will provide County a surety bond in the form attached as Exhibit C or, in lieu of a surety bond, a letter of credit, cash collateral or other form of security reasonably acceptable to County to secure Developer's payment and performance obligations in the Agreement up to \$75,000.00 (the "**Security**"). If the Security is a surety bond, then it will be issued by a reputable company listed on the U.S. Department of Treasury Listing of Approved Sureties and authorized to issue surety bonds in the State of Texas. If the Security, as applicable, becomes expired or invalid, Developer at its costs will provide County new Security in compliance with this Section. The Security will terminate, and County will release the Security to Developer, 90 days after Completion of Construction for each Phase. County (acting reasonably) may release all or any part of the Security to reflect the reasonable amount of Developer's remaining obligations under the Agreement.

If Developer does not perform its obligations in accordance with the Agreement after 15 days written notice to Developer (and after, if requested by either Party, a meeting of the Senior

Representatives in accordance Section 7), County may draw on all or part of the Security as necessary to perform Developer's obligations under the Agreement. Notwithstanding County's draw on all or part of the Security, Developer is obligated to pay County the full amount of the Repair Estimate for each Phase.

9. **Damages.** Neither Party will be liable to the other for any indirect, consequential or punitive damages in connection with this Agreement. Each Party's total aggregate liability in connection with this Agreement will not exceed the aggregate amount of the Repair Estimate for each Phase.
10. **Entire Agreement; Modifications; Term.** The Agreement constitutes the entire, final and exclusive agreement between County and Developer regarding this subject matter. Any modification to the Agreement must be in a writing signed by each Party. This Agreement will terminate upon termination of the Chapter 312 Agreement.
11. **Assignment.** The Agreement may only be assigned upon written consent of the other Party, which consent will not be unreasonably withheld, conditioned or delayed, except that Developer may assign, pledge and encumber the Agreement to the same extent Developer can do so under the Chapter 312 Agreement.
12. **Governing Laws.** This Agreement will be governed by the laws of the State of Texas, excluding its conflicts of law provisions. Developer irrevocably consents to the venue and jurisdiction of the state and federal courts in Medina County, Texas to resolve any disputes arising from this Agreement.
13. **Confidentiality.** Subject to the Texas Public Information Act, this Agreement and related communications are governed by the Mutual Non-Disclosure Agreement between County and Developer effective as of March 6, 2023 ("**NDA**"); and if the NDA expires or terminates for any reason the terms of the NDA will continue to apply to this Agreement and related communications until the Parties sign a new confidentiality agreement.
14. **Notice.** The Parties will provide all legal notices in connection with the Agreement in writing to the addresses (including e-mail addresses) identified in the Certain Project Information above, which may only be changed by a Party with 15 days' written notice to the other Party.
15. **Miscellaneous.** Unless the context provides otherwise, all references to "include" and its derivatives are not limiting and days means calendar days. If one or more provisions of the Agreement are deemed unenforceable, those provisions will be deemed modified to the extent necessary for them to be enforceable and, if they cannot be saved, severable from the Agreement. The Agreement does not create any third-party beneficiary rights.
16. **Definitions**
 - 16.1 **"Building"** has the meaning in the Chapter 312 Agreement.
 - 16.2 **"Commencement of Construction"** has the meaning in the Chapter 312 Agreement.
 - 16.3 **"Company Affiliate"** has the meaning in the Chapter 312 Agreement.

- 16.4 **“Completion of Construction”** has the meaning in the Chapter 312 Agreement.
- 16.5 **“Construction”** has the meaning in the Chapter 312 Agreement.
- 16.6 **“Damage”** has the meaning in Section 4.
- 16.7 **“Data Center”** has the meaning in the Chapter 312 Agreement.
- 16.8 **“Developer Parties”** means Developer, any Company Affiliate and their contractors in direct or indirect contractual privity with Developer or any Company Affiliate in connection with Construction of a Phase.
- 16.9 **“NDA”** has the meaning in Section 13.
- 16.10 **“Phase”** has the meaning in the Chapter 312 Agreement.
- 16.11 **“Permitted Occupant”** has the meaning in the Chapter 312 Agreement.
- 16.12 **“Post-Phase Survey”** has the meaning in Section 4.
- 16.13 **“Pre-Phase Survey”** has the meaning in Section 3.
- 16.14 **“Repair Estimate”** has the meaning in Section 4.
- 16.15 **“Security”** has the meaning in Section 8.

[Signature Page Follows]

The Parties have signed the Agreement as of the Effective Date.

Medina County, Texas,

as County

By: _____

Name:

Title:

Rowan Land Resources LLC,

as Developer

By: _____

Name:

Title:

STATE OF _____, _____ COUNTY, TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 2024, before me, the subscriber, a Notary Public of the State of _____, personally appeared _____, who is either known to me (or satisfactorily proven) to be the _____ of _____ (the Developer), and that they executed the same on behalf of Developer for the purposes herein contained.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires:

NOTICE OF INTENTION TO ENTER INTO A TAX ABATEMENT AGREEMENT

December 17, 2024

From:

Medina County
1300 Avenue M.
Hondo, Texas 78861

To:

David Caldwell
General Manager
Medina County Groundwater
Conservation District
1607 Avenue K
Hondo, Texas 78861

Lana Collavo
Superintendent
Natalia Independent School District
805 Pearson
Natalia, Texas 78059

MCESD #5
Natalia Lytle VFD
211 Pearson Dr.
Natalia, Texas 78059

Dustin Breithaupt, Ed.D.
Superintendent
Lytle Independent School District
15437 Cottage St.
Lytle, Texas 78052

MCESD #4
Devine EMS
206 Dixon Drive
Devine, Texas 78016

Administration Office
Medina County Hospital District
3100 Avenue E
Hondo, Texas 78661

This notice is to let you know that the Medina County Commissioners Court intends to enter into the enclosed tax abatement agreement if approved at its December 30, 2024 regularly scheduled meeting.

Time and Place of the Meeting. 9:00 a.m., on Monday, December 30, 2024, in the Commissioners Courtroom at 1300 Avenue M, Hondo, Texas.

Enclosed please find the DRAFT version of the proposed Chapter 312 Agreement (the “Agreement”) by and between Medina County, Texas (the “County”), and Rowan Land Resources LLC, a Delaware limited liability company.

This notice is being provided in accordance with Section 312.2041 of the Texas Tax Code.

Sincerely,

Medina County

By: /s/ Keith Lutz

Exhibit A

Draft Chapter 312 Agreement between Medina County and Rowan Land Resources LLC

EXECUTIVE SUMMARY

A REPORT OF THE ECONOMIC IMPACT OF PROJECT CINCO IN MEDINA COUNTY, TX

December 9, 2024

Prepared by



PURPOSE & LIMITATIONS

This report presents the results of an analysis undertaken by Impact DataSource, Austin, TX based economic consulting firm.

The impact analysis and model includes estimates, assumptions, and other information developed by Impact DataSource from its independent research effort.

The analysis relies on prospective estimates of business activity that may not be realized. The Client and Impact Datasource made reasonable efforts to ensure that the project-specific data used in this analysis reflects realistic estimates of future activity.

No warranty or representation is made by the Client or Impact DataSource that any of the estimates or results contained in this study will actually be achieved.

CONTENTS

Study Highlights..... 4

Economic Impact

 Introduction..... 5

 Description of the Project..... 5

 Temporary Construction Impact..... 5

 Economic Impact of Operations..... 7

Fiscal Impact

 Fiscal Impact Overview..... 9

 Medina County..... 10

 City of Lytle..... 12

 ISD..... 14

 MC Road District..... 15

 MC Groundwater Conservation..... 16

 MC Hospital District..... 17

 MC ESD #4..... 18

 MC ESD #5..... 19

Methodology

 Overview of Methodology 20

 About Impact DataSource..... 21

Study Highlights

- This analysis presents the economic and fiscal impact of Project Cinco - a hyperscale data center planned in Medina County on a site that is expected to be annexed by the City of Lytle.
- The facility is expected to require 40 new hires and an initial investment of \$500 million for construction over a 15-month period. Additionally, the developer anticipates initial data center equipment investments of \$400 million. This equipment is expected to be refreshed multiple times over the next 20 years. The figures are conservative estimates and actual values could be substantially larger.
- The construction and on-going economic activity has the potential to generate additional tax revenues for Medina County, the City of Lytle, and other local jurisdictions. The activity is estimated to generate \$179.2 million in net benefits over the 20-year period. These results reflect the tax revenues for local entities after accounting for the proposed property tax abatement by the County and City.

Table 1. Fiscal Net Benefits Over the Next 20 Years for Local Taxing Districts

	Benefits	Costs	Net Benefits	Average Annual Net Benefit	Present Value of Net Benefits*
Medina County	\$37,274,731	(\$251,524)	\$37,023,207	\$1,851,160	\$19,811,834
City of Lytle	\$42,474,076	(\$289,727)	\$42,184,349	\$2,109,217	\$22,902,282
ISD	\$166,192,203	(\$116,900,644)	\$49,291,559	\$2,464,578	\$29,844,986
MC Road District	\$12,772,391	\$0	\$12,772,391	\$638,620	\$7,733,471
MC Groundwater Conservation	\$1,069,495	\$0	\$1,069,495	\$53,475	\$647,562
MC Hospital District	\$13,818,804	\$0	\$13,818,804	\$690,940	\$8,367,056
MC ESD #4	\$7,694,212	\$0	\$7,694,212	\$384,711	\$4,658,717
MC ESD #5	\$15,388,423	\$0	\$15,388,423	\$769,421	\$9,317,435
Total	\$296,684,336	(\$117,441,896)	\$179,242,440	\$8,962,122	\$103,283,343

* The Present Value of Net Benefits expresses the future stream of net benefits received over several years as a single value in today's dollars. Today's dollar and a dollar to be received at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or each taxing entity's discount rate. This analysis uses a discount rate of 5% to make the dollars comparable.

- The planned development will generate significant economic impacts in the local economy during (1) the construction and (2) during the on-going operations.

Construction Impacts (15 months)

- \$99.7 million in economic impact.
- 635 total construction jobs supported during construction in Medina County.
- \$48.1 million in construction salaries to these workers.
- \$41.7 million in taxable spending during construction in Medina County.

On-going Impacts at Full Operations in 2027

- \$158.8 million in annual economic output impact in Medina County.
- \$3.6 billion in economic impact over the next 20 years.
- 172 total jobs including direct, indirect, and induced in Medina County.
 - For every 1 direct job created in the county, 3.29 additional jobs in the form of indirect and induced employment can be expected elsewhere in the county.

Indirect and induced impacts represent the spin-off economic activity resulting from the business-to-business expenditures initiated by the company and the consumer-to-business expenditures initiated by workers spending a portion of their earnings on goods and services in the economy. **Economic output** is gross output and is the sum of the intermediate inputs and final use. This is a duplicative total in that goods and services will be counted multiple times if they are used in the production of other goods and services. Economic output can be thought of as the value of goods and services sold in the economy or revenues for businesses in the economy. **Household earnings** or earnings consist of wages and salaries, employer provided benefits, and proprietors' income. For permanent or on-going activity, **Employment** consists of a count of jobs that include both full-time and part-time workers.

Introduction

This report presents the results of an economic impact analysis performed by Impact DataSource. The report estimates the impact that a potential project in Medina County will have on the local economy and estimates the costs and benefits for local taxing districts over a 20-year period. The report considers the city and county entering into a 10-year 80% property tax abatement agreement with the project developer and presents findings based on this structure.

Description of the Project

Project Cinco represents a hyperscale data center planned in Medina County on a site that is expected to be annexed by the City of Lytle. The Project will support jobs temporarily during construction and on an ongoing annual basis once the facility is operational. It will also generate significant business-to-business spending in the local economy, thereby enhancing economic activity and increasing tax revenues at both county and state levels.

The facility is expected to require 40 new hires and an initial investment of \$500 million for construction over a 15-month period. Additionally, the developer anticipates initial data center equipment investments of \$400 million. This equipment is expected to be refreshed multiple times over the next 20 years. The figures are conservative estimates and actual values could be substantially larger.

Temporary Construction Impact

Direct Construction Impact

A significant portion of the Project's investment will be related to equipment that will not be purchased locally in the county. However, this analysis assumes the developer may spend approximately \$75.0 million for construction in the county. Of the total local construction expenditure, it is assumed that 50% will be for materials and 50% for labor. Over the 15-month construction period, this activity will support 476 direct construction workers from the surrounding area.

Table 2. Spending and Estimated Direct Employment Impact of Project-Related Construction Activity

		Amount
Local Construction Expenditure		\$75,000,000
	<i>Materials</i>	<i>\$37,500,000</i>
	<i>Labor</i>	<i>\$37,500,000</i>
Temporary Construction Workers Supported		476.2

Total Construction Impact

This construction activity will, in turn, create and support revenues in other businesses in the county as well as indirect and induced jobs and salaries during the time that the project is being constructed. In total, the project may support an estimated \$48.1 million in total workers' earnings during construction and an estimated 635 total jobs during construction.

The following table presents the temporary economic impacts resulting from the construction.

Table 3. Temporary Economic Impact of Project-Related Construction Activity

	Direct	Indirect & Induced	Total
Revenues for contractors and subcontractors	\$75,000,000	\$24,682,500	\$99,682,500
Number of temporary direct, indirect, and induced jobs to be supported	476.2	159.0	635.1
Salaries to be paid to direct, indirect, and induced workers	\$37,500,000	\$10,556,250	\$48,056,250

Taxable Sales

Taxable sales will be generated during construction by construction workers re-spending a portion of their earnings in the community. The sales tax revenue generated from construction-period taxable spending is included in the fiscal impact for affected districts during the initial period of construction.

Table 4. Estimated Taxable Sales During Construction

	Estimate
Expenditure for Materials	\$37,500,000
Percent of Materials subject to local tax	100.0%
<u>Subtotal Taxable Materials</u>	<u>\$37,500,000</u>
Expenditure for Labor / Paid to construction workers	\$37,500,000
Percent of gross earnings spent on taxable goods and services	25.0%
Percent of taxable spending done locally	45.0%
<u>Subtotal Taxable Construction Worker Spending</u>	<u>\$4,218,750</u>
<u>Total Taxable Sales During Construction</u>	<u>\$41,718,750</u>

The table below estimates the sales taxes to be generated during construction.

Table 6. Estimated Sales Taxes Collected During Construction

Sales Tax Rates:	
City of Lytle	1.5%
Medina County	0.5%
Sales tax collections:	
City of Lytle	\$625,781
Medina County	\$208,594
<u>Total Sales Tax Revenue During Construction</u>	<u>\$834,375</u>

Economic Impact of Operations

The on-going operations of the Project will support direct employment, salaries, and economic output or revenues for area businesses. This direct activity will create and support revenues in other businesses in the region and indirect and induced jobs and salaries. In total, the Project may support an estimated \$158.8 million in annual economic activity in the area during operations, an estimated 172 total jobs and total salaries estimated to be \$9,427,000, as shown below.

Table 7. Economic Impact Over the Next 20 Years

	Annually	Total Over 20 Years
Revenues for Area Businesses:		
Direct	\$131,741,065	\$3,009,039,509
Indirect & Induced	\$27,020,092	\$617,154,003
<u>Total Economic Output</u>	<u>\$158,761,157</u>	<u>\$3,626,193,512</u>
Jobs:		
Direct	40.0	40.0
Indirect & Induced	131.8	131.8
<u>Total Jobs</u>	<u>171.8</u>	<u>171.8</u>
Salaries:		
Direct	\$4,000,000	\$91,362,235
Indirect & Induced	\$5,426,800	\$123,951,144
<u>Total Salaries</u>	<u>\$9,426,800</u>	<u>\$215,313,378</u>

The Project will have the following economic impact over the first 20 years of operations:

Table 8. Additional Economic Impact Over the Next 20 Years

Total number of permanent direct and indirect jobs to be created	171.8
Number of direct and indirect workers who may move to the county	17.9
Number of new residents in the county	46.4
Number of new residential properties to be built in the county	2.7
Number of new students expected local schools	8.9
Salaries to be paid to direct and indirect workers	\$215,313,378
Taxable sales and purchases expected in the county	\$102,421,216
The value of new residential property to be built for direct and indirect workers who move to the county	\$508,771
The Project's assets added to local tax rolls initially	\$838,000,000

The Project is estimated to support approximately \$838.0 million in new taxable property value initially. The property is expected to depreciate over time. The taxable value of property supported by the Project over the 20-year period is shown in the following table. The values represent the taxable value of property before the consideration of any possible property tax abatement.

Table 11. Value of Taxable Property Supported by the Project Over the Next 20 Years

Project Year	Calendar Year	Real Business Personal		Total
		Property Value	Property Value	Property Value
1	2024	\$200,000,000	\$0	\$200,000,000
2	2025	\$498,000,000	\$340,000,000	\$838,000,000
3	2026	\$493,020,000	\$280,000,000	\$773,020,000
4	2027	\$488,089,800	\$220,000,000	\$708,089,800
5	2028	\$483,208,902	\$160,000,000	\$643,208,902
6	2029	\$478,376,813	\$440,000,000	\$918,376,813
7	2030	\$473,593,045	\$320,000,000	\$793,593,045
8	2031	\$468,857,114	\$260,000,000	\$728,857,114
9	2032	\$464,168,543	\$200,000,000	\$664,168,543
10	2033	\$459,526,858	\$480,000,000	\$939,526,858
11	2034	\$454,931,589	\$360,000,000	\$814,931,589
12	2035	\$450,382,273	\$300,000,000	\$750,382,273
13	2036	\$445,878,451	\$240,000,000	\$685,878,451
14	2037	\$441,419,666	\$520,000,000	\$961,419,666
15	2038	\$437,005,469	\$400,000,000	\$837,005,469
16	2039	\$432,635,415	\$340,000,000	\$772,635,415
17	2040	\$428,309,061	\$280,000,000	\$708,309,061
18	2041	\$424,025,970	\$560,000,000	\$984,025,970
19	2042	\$419,785,710	\$440,000,000	\$859,785,710
20	2043	\$415,587,853	\$380,000,000	\$795,587,853

The Project may support a small amount of additional residential property that may be constructed as a result of new workers moving to the community.

Fiscal Impact Overview

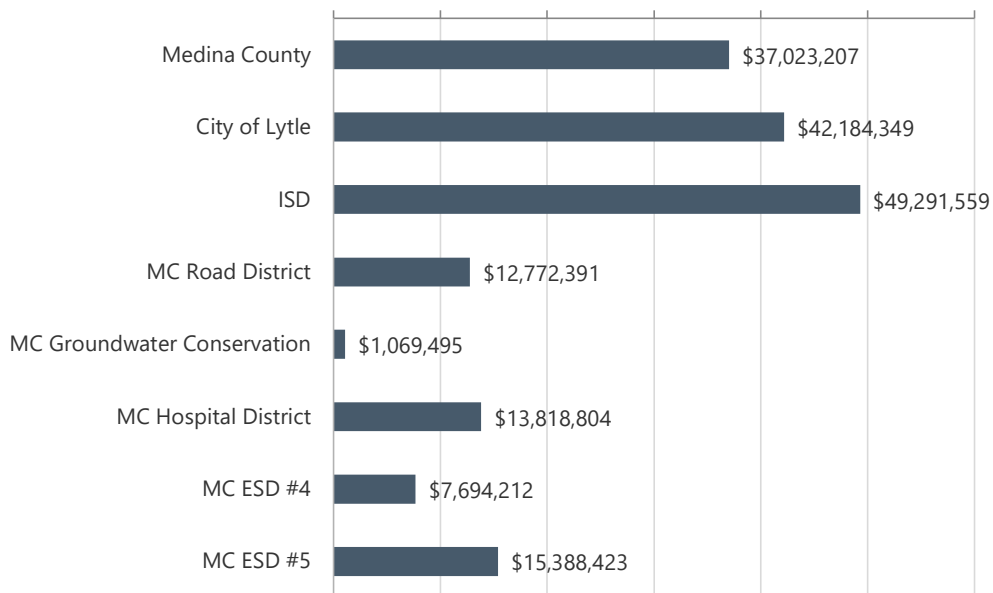
The Project will generate additional benefits and costs for local taxing districts, a summary of which is provided below. The source of specific benefits and costs are provided in greater detail for each taxing district on subsequent pages. Overall, the County will receive approximately \$37.0 million in net benefits over the 20-year period and the Project will generate \$179.2 million in total for all local taxing districts.

Table 12. Fiscal Net Benefits Over the Next 20 Years for Local Taxing Districts

	Benefits	Costs	Net Benefits	Present Value of Net Benefits*
Medina County	\$37,274,731	(\$251,524)	\$37,023,207	\$19,811,834
City of Lytle	\$42,474,076	(\$289,727)	\$42,184,349	\$22,902,282
ISD	\$166,192,203	(\$116,900,644)	\$49,291,559	\$29,844,986
MC Road District	\$12,772,391	\$0	\$12,772,391	\$7,733,471
MC Groundwater Conservation	\$1,069,495	\$0	\$1,069,495	\$647,562
MC Hospital District	\$13,818,804	\$0	\$13,818,804	\$8,367,056
MC ESD #4	\$7,694,212	\$0	\$7,694,212	\$4,658,717
MC ESD #5	\$15,388,423	\$0	\$15,388,423	\$9,317,435
Total	\$296,684,336	(\$117,441,896)	\$179,242,440	\$103,283,343

* The Present Value of Net Benefits expresses the future stream of net benefits received over several years as a single value in today's dollars. Today's dollar and a dollar to be received at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or each taxing entity's discount rate. This analysis uses a discount rate of 5% to make the dollars comparable.

Figure 1. Net Benefits Over the Next 20 Years for Local Taxing Districts



Medina County

The table below displays the estimated additional benefits, costs, and net benefits to be received by the County over the next 20 years of the Project.

Table 13. Medina County: Benefits, Costs, and Net Benefits Over the Next 20 Years

	Amount
Sales Taxes	\$512,106
Project's Real Property Taxes, before abatement	\$31,229,086
Project's BPP, before abatement	\$22,989,520
Value of Abatement on Real & BPP	(\$17,700,002)
New Residential Property Taxes	\$40,974
Miscellaneous Taxes & User Fees	\$203,047
<u>Subtotal Benefits</u>	<u>\$37,274,731</u>
Cost of Providing County Services	(\$251,524)
<u>Subtotal Costs</u>	<u>(\$251,524)</u>
Net Benefits	\$37,023,207
<i>Present Value (5% discount rate)</i>	<i>\$19,811,834</i>

Figure 2. Annual Fiscal Net Benefits for Medina County



Medina County Property Taxes and Proposed Abatement

This analysis models a 10-year property tax abatement equal to 80% of the Maintenance & Operations (M&O) portion of Medina County's property tax rate for real property and 10-year property tax abatement equal to 80% of the M&O portion of the county tax rate for personal property.

Medina County Tax Rate

<i>M&O Rate</i>	<i>0.3070</i>
<i>I&S Rate</i>	<i>0.0456</i>
<i>Total Rate</i>	<i>0.3526</i>

The following table summarizes the net property taxes for the county from the Project.

Table 14: Medina County Property Taxes and Proposed Abatement

Year	Real Property Taxes Before Abatement	Real Property Taxes Abated	Personal Property Taxes Before Abatement	Personal Property Taxes Abated	Property Taxes After Abatement
1	\$705,200	(\$491,200)	\$0	\$0	\$214,000
2	\$1,755,948	(\$1,223,088)	\$1,198,840	(\$835,040)	\$896,660
3	\$1,738,389	(\$1,210,857)	\$987,280	(\$687,680)	\$827,131
4	\$1,721,005	(\$1,198,749)	\$775,720	(\$540,320)	\$757,656
5	\$1,703,795	(\$1,186,761)	\$564,160	(\$392,960)	\$688,234
6	\$1,686,757	(\$1,174,893)	\$1,551,440	(\$1,080,640)	\$982,663
7	\$1,669,889	(\$1,163,145)	\$1,128,320	(\$785,920)	\$849,145
8	\$1,653,190	(\$1,151,513)	\$916,760	(\$638,560)	\$779,877
9	\$1,636,658	(\$1,139,998)	\$705,200	(\$491,200)	\$710,660
10	\$1,620,292	(\$1,128,598)	\$1,692,480	(\$1,178,880)	\$1,005,294
11	\$1,604,089	\$0	\$1,269,360	\$0	\$2,873,449
12	\$1,588,048	\$0	\$1,057,800	\$0	\$2,645,848
13	\$1,572,167	\$0	\$846,240	\$0	\$2,418,407
14	\$1,556,446	\$0	\$1,833,520	\$0	\$3,389,966
15	\$1,540,881	\$0	\$1,410,400	\$0	\$2,951,281
16	\$1,525,472	\$0	\$1,198,840	\$0	\$2,724,312
17	\$1,510,218	\$0	\$987,280	\$0	\$2,497,498
18	\$1,495,116	\$0	\$1,974,560	\$0	\$3,469,676
19	\$1,480,164	\$0	\$1,551,440	\$0	\$3,031,604
20	\$1,465,363	\$0	\$1,339,880	\$0	\$2,805,243
Total	\$31,229,086	(\$11,068,802)	\$22,989,520	(\$6,631,200)	\$36,518,604

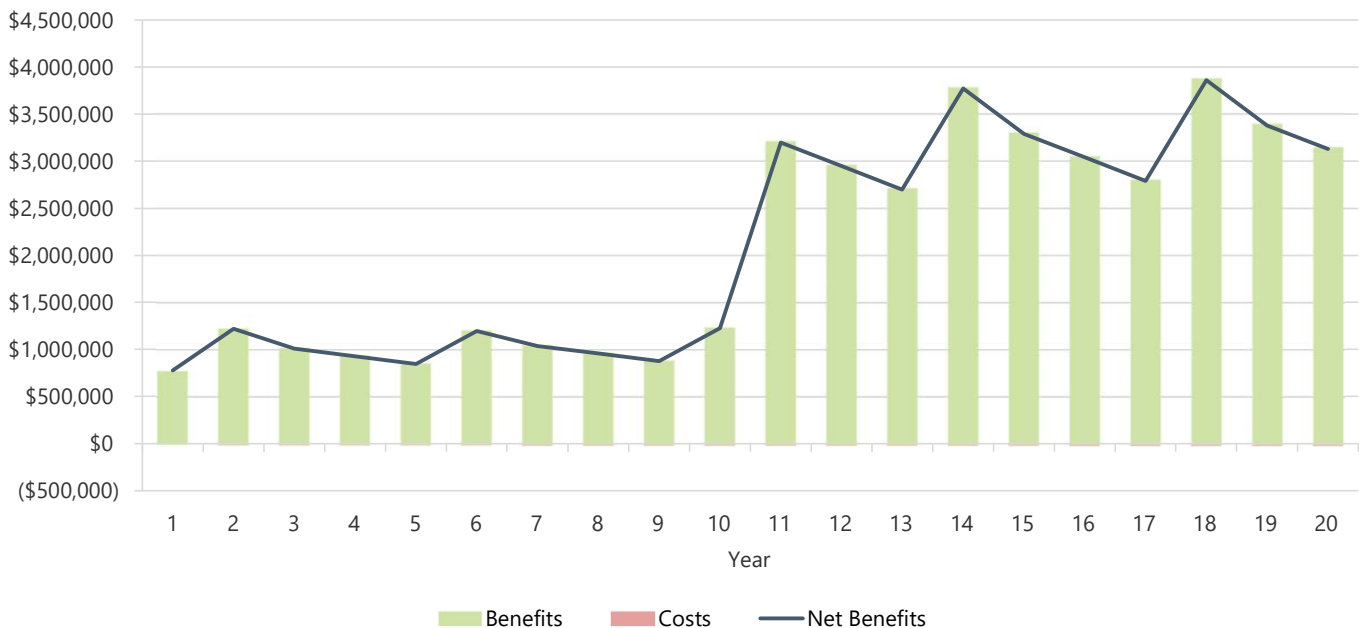
City of Lytle

The table below displays the estimated additional benefits, costs, and net benefits to be received by the city over the next 20 years of the Project.

Table 15. City of Lytle: Benefits, Costs, and Net Benefits Over the Next 20 Years

	Amount
Sales Taxes	\$1,450,037
Project's Real Property Taxes, before abatement	\$34,390,964
Project's BPP, before abatement	\$25,317,160
Value of Abatement on Real & BPP	(\$18,853,096)
New Residential Property Taxes	\$4,976
Utility Franchise Fees	\$9,574
Building Permits and Fees	\$0
Hotel Occupancy Taxes	\$14,136
Miscellaneous Taxes & User Fees	\$140,326
Subtotal Benefits	\$42,474,076
Cost of Providing Municipal Services	(\$289,727)
Subtotal Costs	(\$289,727)
Net Benefits	\$42,184,349
<i>Present Value (5% discount rate)</i>	<i>\$22,902,282</i>

Figure 3. Annual Fiscal Net Benefits for the City of Lytle



City of Lytle Property Taxes and Proposed Abatement

This analysis models a 10-year property tax abatement equal to 80% of the Maintenance & Operations (M&O) portion of the City of Lytle's property tax rate for real property and 10-year property tax abatement equal to 80% of the M&O portion of the city tax rate for personal property.

City of Lytle Tax Rate

<i>M&O Rate</i>	<i>0.3270</i>
<i>I&S Rate</i>	<i>0.0613</i>
<i>Total Rate</i>	<i>0.3883</i>

The following table summarizes the net property taxes for the city from the Project.

Table 16: City of Lytle Property Taxes and Proposed Abatement

Year	Real Property Taxes Before Abatement	Real Property Taxes Abated	Personal Property Taxes Before Abatement	Personal Property Taxes Abated	Property Taxes After Abatement
1	\$776,600	(\$523,200)	\$0	\$0	\$253,400
2	\$1,933,734	(\$1,302,768)	\$1,320,220	(\$889,440)	\$1,061,746
3	\$1,914,397	(\$1,289,740)	\$1,087,240	(\$732,480)	\$979,416
4	\$1,895,253	(\$1,276,843)	\$854,260	(\$575,520)	\$897,150
5	\$1,876,300	(\$1,264,074)	\$621,280	(\$418,560)	\$814,946
6	\$1,857,537	(\$1,251,434)	\$1,708,520	(\$1,151,040)	\$1,163,583
7	\$1,838,962	(\$1,238,919)	\$1,242,560	(\$837,120)	\$1,005,482
8	\$1,820,572	(\$1,226,530)	\$1,009,580	(\$680,160)	\$923,462
9	\$1,802,366	(\$1,214,265)	\$776,600	(\$523,200)	\$841,502
10	\$1,784,343	(\$1,202,122)	\$1,863,840	(\$1,255,680)	\$1,190,381
11	\$1,766,499	\$0	\$1,397,880	\$0	\$3,164,379
12	\$1,748,834	\$0	\$1,164,900	\$0	\$2,913,734
13	\$1,731,346	\$0	\$931,920	\$0	\$2,663,266
14	\$1,714,033	\$0	\$2,019,160	\$0	\$3,733,193
15	\$1,696,892	\$0	\$1,553,200	\$0	\$3,250,092
16	\$1,679,923	\$0	\$1,320,220	\$0	\$3,000,143
17	\$1,663,124	\$0	\$1,087,240	\$0	\$2,750,364
18	\$1,646,493	\$0	\$2,174,480	\$0	\$3,820,973
19	\$1,630,028	\$0	\$1,708,520	\$0	\$3,338,548
20	\$1,613,728	\$0	\$1,475,540	\$0	\$3,089,268
Total	\$34,390,964	(\$11,789,896)	\$25,317,160	(\$7,063,200)	\$40,855,028

ISD

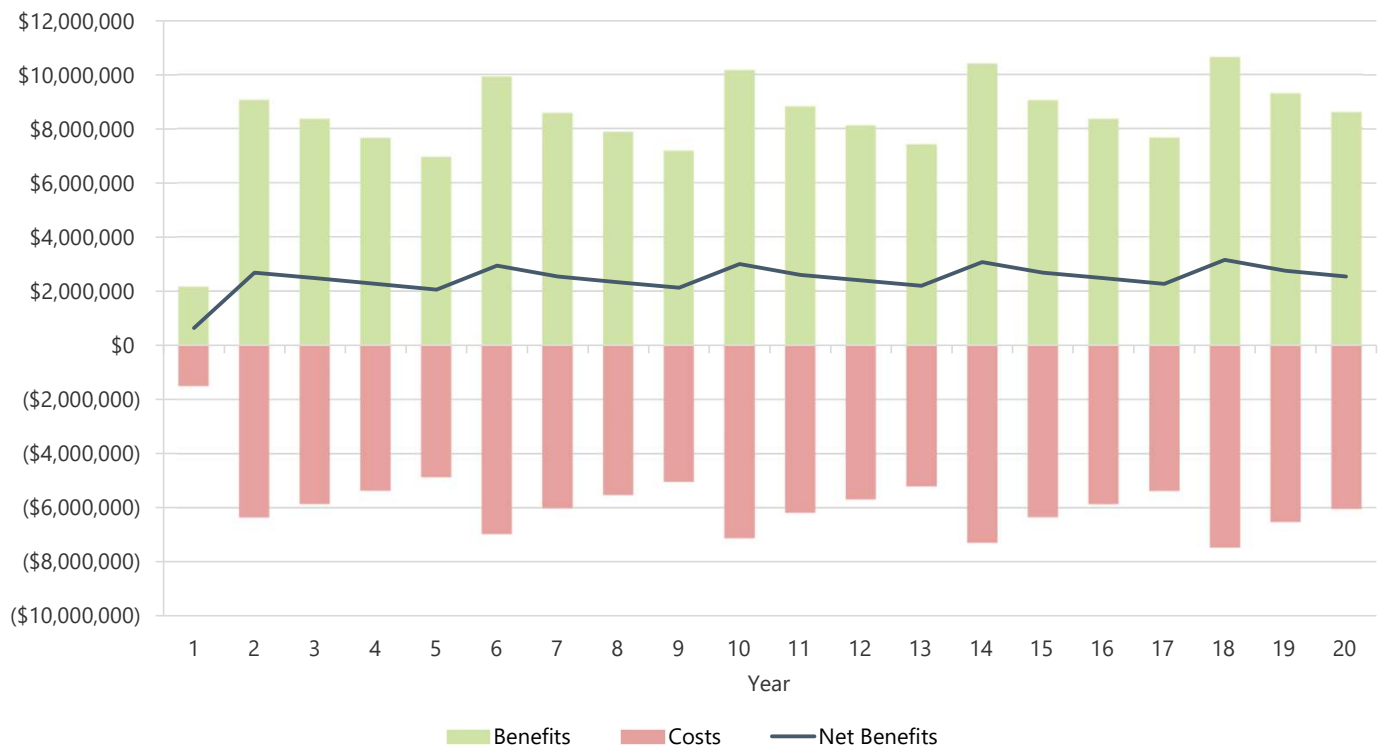
The table below displays the estimated additional benefits, costs, and net benefits to be received by the school district over the next 20 years of the Project.

Table 17. ISD: Benefits, Costs, and Net Benefits Over the Next 20 Years

	Amount
Project's Real Property Taxes	\$95,494,045
Project's Business Personal Property	\$70,298,640
New Residential Property Taxes	\$125,293
Additional State and Federal Funding	\$274,224
Subtotal Benefits	\$166,192,203
Cost of Educating New Students	(\$260,305)
Reduction in State School Funding*	(\$116,640,339)
Subtotal Costs	(\$116,900,644)
Net Benefits	\$49,291,559
<i>Present Value (5% discount rate)</i>	<i>\$29,844,986</i>

companies that may supply goods and services to new workers and their families.

Figure 4. Annual Fiscal Net Benefits for ISD



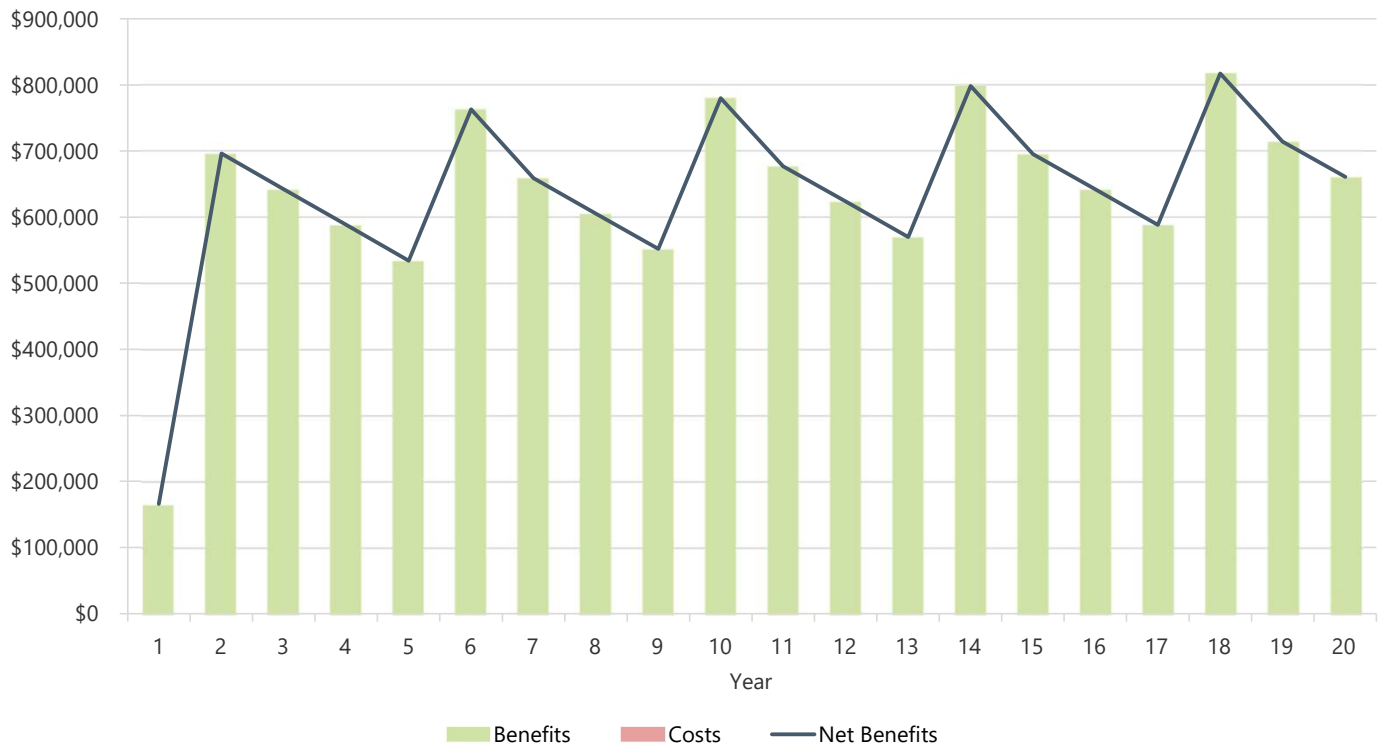
MC Road District

The table below displays the estimated additional benefits, costs, and net benefits to be received by the district over the next 20 years of the Project.

Table 18. MC Road District: Benefits, Costs, and Net Benefits Over the Next 20 Years

	Amount
Project's Real Property Taxes	\$7,351,146
Project's Business Personal Property	\$5,411,600
New Residential Property Taxes	\$9,645
<u>Subtotal Benefits</u>	<u>\$12,772,391</u>
None Estimated	\$0
<u>Subtotal Costs</u>	<u>\$0</u>
Net Benefits	\$12,772,391
<i>Present Value (5% discount rate)</i>	<i>\$7,733,471</i>

Figure 5. Annual Fiscal Net Benefits for MC Road District



MC Groundwater Conservation

The table below displays the estimated additional benefits, costs, and net benefits to be received by the district over the next 20 years of the Project.

Table 19. MC Groundwater Conservation: Benefits, Costs, and Net Benefits Over the Next 20 Years

	Amount
Project's Real Property Taxes	\$615,548
Project's Business Personal Property	\$453,140
New Residential Property Taxes	\$808
<u>Subtotal Benefits</u>	<u>\$1,069,495</u>
None Estimated	\$0
<u>Subtotal Costs</u>	<u>\$0</u>
Net Benefits	\$1,069,495
<i>Present Value (5% discount rate)</i>	<i>\$647,562</i>

Figure 6. Annual Fiscal Net Benefits for MC Groundwater Conservation



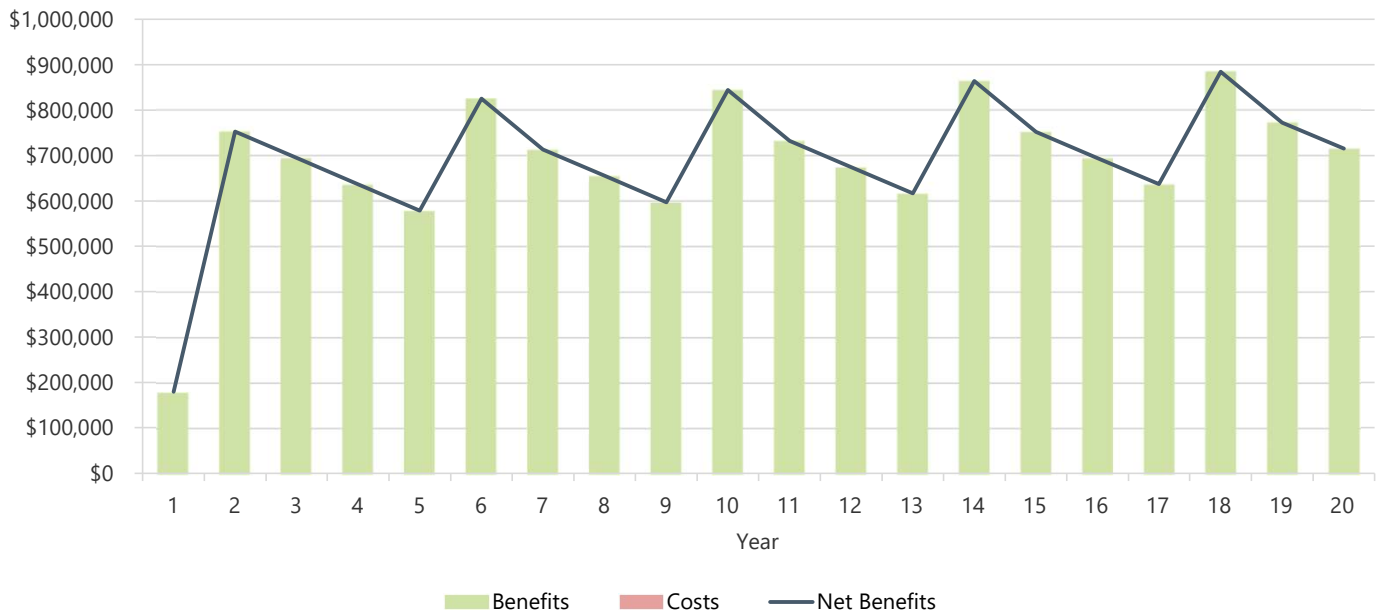
MC Hospital District

The table below displays the estimated additional benefits, costs, and net benefits to be received by the district over the next 20 years of the Project.

Table 20. MC Hospital District: Benefits, Costs, and Net Benefits Over the Next 20 Years

	Amount
Project's Real Property Taxes	\$7,953,409
Project's Business Personal Property	\$5,854,960
New Residential Property Taxes	\$10,435
<u>Subtotal Benefits</u>	<u>\$13,818,804</u>
None Estimated	\$0
<u>Subtotal Costs</u>	<u>\$0</u>
Net Benefits	\$13,818,804
<i>Present Value (5% discount rate)</i>	<i>\$8,367,056</i>

Figure 7. Annual Fiscal Net Benefits for MC Hospital District



MC ESD #4

The table below displays the estimated additional benefits, costs, and net benefits to be received by the district over the next 20 years of the Project.

Table 21. MC ESD #4: Benefits, Costs, and Net Benefits Over the Next 20 Years

	Amount
Project's Real Property Taxes	\$4,428,401
Project's Business Personal Property	\$3,260,000
New Residential Property Taxes	\$5,810
<u>Subtotal Benefits</u>	<u>\$7,694,212</u>
None Estimated	\$0
<u>Subtotal Costs</u>	<u>\$0</u>
Net Benefits	\$7,694,212
<i>Present Value (5% discount rate)</i>	<i>\$4,658,717</i>

Figure 8. Annual Fiscal Net Benefits for MC ESD #4



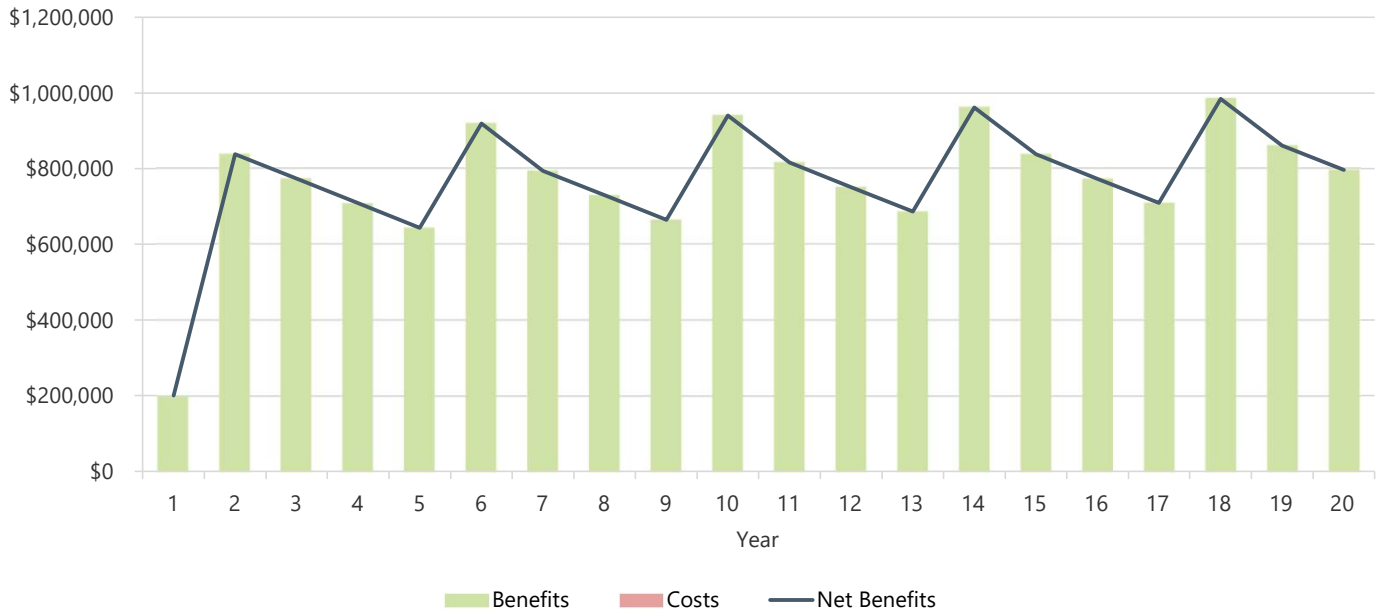
MC ESD #5

The table below displays the estimated additional benefits, costs, and net benefits to be received by the district over the next 20 years of the Project.

Table 22. MC ESD #5: Benefits, Costs, and Net Benefits Over the Next 20 Years

	Amount
Project's Real Property Taxes	\$8,856,803
Project's Business Personal Property	\$6,520,000
New Residential Property Taxes	\$11,621
<u>Subtotal Benefits</u>	<u>\$15,388,423</u>
None Estimated	\$0
<u>Subtotal Costs</u>	<u>\$0</u>
Net Benefits	\$15,388,423
<i>Present Value (5% discount rate)</i>	<i>\$9,317,435</i>

Figure 9. Annual Fiscal Net Benefits for MC ESD #5



Overview of Methodology

This report presents the results of an analysis undertaken by Impact DataSource, Austin, TX based economic consulting firm.

The model combines project-specific attributes with community data, tax rates, and assumptions to estimate the economic impact of the Project and the fiscal impact for local taxing districts over a 20-year period.

The economic impact as calculated in this report can be categorized into two main types of impacts. First, the direct economic impacts are the jobs and payroll directly created by the Project. Second, this economic impact analysis calculates the indirect and induced impacts that result from the Project. Indirect jobs and salaries are created in new or existing area firms, such as maintenance companies and service firms, that may supply goods and services for the Project. In addition, induced jobs and salaries are created in new or existing local businesses, such as retail stores, gas stations, banks, restaurants, and service companies that may supply goods and services to new workers and their families.

The economic impact estimates in this report are based on the Regional Input-Output Modeling System (RIMS II), a widely used regional input-output model developed by the U. S. Department of Commerce, Bureau of Economic Analysis. The RIMS II model is a standard tool used to estimate regional economic impacts. The economic impacts estimated using the RIMS II model are generally recognized as reasonable and plausible assuming the data input into the model is accurate or based on reasonable assumptions. Impact DataSource utilizes county-level multipliers to estimate the impact occurring at the sub-county level.

Two types of regional economic multipliers were used in this analysis: an employment multiplier and an earnings multiplier. An employment multiplier was used to estimate the number of indirect and induced jobs created or supported in the area. An earnings multiplier was used to estimate the amount of salaries to be paid to workers in these new indirect and induced jobs. The employment multiplier shows the estimated number of total jobs created for each direct job. The earnings multiplier shows the estimated amount of total salaries paid to these workers for every dollar paid to a direct worker. The multipliers used in this analysis are listed below:

518200 Data processing, hosting, and related services		County
Employment Multiplier	(Type II Direct Effect)	4.2941
Earnings Multiplier	(Type II Direct Effect)	2.3567

The fiscal impacts calculated in this analysis are detailed in the comprehensive report. Most of the revenues estimated in this study result from calculations relying on (1) attributes of the Project, (2) assumptions to derive the value of associated taxable property or sales, and (3) local tax rates. In some cases, revenues are estimated on a per new household, per new worker, or per new school student basis.

The company or Project developer was not asked, nor could reasonably provide data for calculating some other revenues. For example, while the city will likely receive revenues from fines paid on speeding tickets given to new workers, the company does not know the propensity of its workers to speed. Therefore, some revenues are calculated using an average revenue approach. This approach uses relies on two assumptions:

1. The taxing entity has two general revenue sources: revenues from residents and revenues from businesses.
2. The taxing entity will collect (a) about the same amount of miscellaneous taxes and user fees from each new household that results from the Project as it currently collects from existing households on average, and (b) the same amount of miscellaneous taxes and user fees from the new business (on a per worker basis) will be collected as it collects from existing businesses.

In the case of the school district, some additional state and federal revenues are estimated on a per new school student basis consistent with historical funding levels.

Additionally, this analysis sought to estimate the additional expenditures faced by the city and county to provide services to new households and new businesses. A marginal cost approach was used to calculate these additional costs. This approach relies on two assumptions:

1. The taxing entity spends money on services for two general groups: revenues from residents and revenues from businesses.
2. The taxing entity will spend slightly less than its current average cost to provide local government services (police, fire, EMS, etc.) to (a) new residents and (b) businesses on a per worker basis.

In the case of the school district, the marginal cost to educate new students was estimated based on a portion of the school's current expenditures per student and applied to the headcount of new school students resulting from the Project.

Additionally, this analysis seeks to calculate the impact on the school district's finances from the Project by generally, and at a summary level, mimicking the district's school funding formula.

According to the Texas Education Agency, any property added to local tax rolls, and the local taxes that this generates, reduces the amount of state funding equivalent to local taxes collected for maintenance and operations. The school district retains local taxes received for debt services and the corresponding state funding is not reduced.

However, according to the Texas Education Agency, the school district will receive state aid for each new child that moves to the District. The additional revenues for the school district are calculated in this analysis.

About Impact DataSource ---

Impact DataSource is an Austin economic consulting, research, and analysis firm founded in 1993. The firm has conducted over 2,500 economic impact analyses of firms, projects, and activities in most industry groups in Texas and more than 39 other states.

In addition, Impact DataSource has prepared and customized more than 150 economic impact models for its clients to perform their own analyses of economic development projects. These clients include the City of San Antonio, City of New Braunfels, and the City of Austin among others.

**Medina County, Texas
Surety Bond**

Effective Date	[insert effective date]
Surety	[Surety name], a corporation existing under the laws of [insert date] and that is authorized to do business in the State of Texas. [notice address]
Developer / Principal	Rowan Land Resources LLC 1700 Westlake Avenue N. Suite 200 Seattle, WA 98109 Attention: Chief Legal Officer Email: legal@rowan.digital
County	Medina County, Texas, a political subdivision of the State of Texas.
Bonded Contract	That certain Road Use Agreement between County and Developer effective as of [insert date], which is by reference made a part of this Surety Bond.
Sum	\$(INSERT SUM), United State Dollars

1. As of the Effective Date, Developer and Surety are bound jointly and severally to County in the full Sum. This Surety Bond will be deposited with County to guarantee Developer's performance and payment obligations in the Bonded Contract.
2. Developer will complete or cause to be completed its obligations in accordance with the Bonded Contract.
3. If there is no default by County under the Bonded Contract, Surety's obligation under this Surety Bond will arise 15 business days after County provides notice to Developer and Surety that County is considering declaring Developer in default under the Bonded Contract. Surety, Developer or County may, within 5 business days of County's notice in the preceding sentence, request a conference to discuss Developer's performance under the Bonded Contract and a conference between Surety, Developer and County will occur within 5 business days of such request. If Surety, Developer and County agree, Developer will be allowed a reasonable time to perform its remaining obligations under the Bonded Contract without waiving any right by County to declare Developer in default under the Bonded Contract or to exercise its rights under this Surety Bond.
4. This Surety Bond will be governed by the laws of the State of Texas, excluding its conflicts of law provisions. Developer and Surety consent to the venue and jurisdiction of state and federal courts in Medina County, Texas to resolve any disputes arising from this Surety Bond. Any action or claim against Surety or Developer under this Surety Bond will commence within two years of the earlier of the date Developer stops performance under the Bonded Contract and the date Surety fails to perform its obligations under the Surety Bond.

5. The obligations in this Surety Bond will remain in full force and effect until the obligations in the Bonded Contract are complete or the Bonded Contract terminates or expires in accordance with its terms. Developer may request release of this Surety Bond or reduction of the Sum in accordance with the Bonded Contract.

[Signatures on following page]

[ROWAN LAND RESOURCES LLC],

as Developer/Principal

By: _____

Name:

Title:

STATE OF _____, _____ COUNTY, TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 2024, before me, the subscriber, a Notary Public of the State of _____, personally appeared _____, who is either known to me (or satisfactorily proven) to be the _____ of _____ (the Developer), and that they executed the same on behalf of Developer for the purposes herein contained.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires:

[INSERT SURETY NAME],

as Surety

By: _____

Name:

Title:

STATE OF _____, _____ COUNTY, TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 2024, before me, the subscriber, a Notary Public of the State of _____, personally appeared _____, who is either known to me (or satisfactorily proven) to be the _____ of _____ (the Surety), and that they executed the same on behalf of Surety for the purposes herein contained.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires:



Natalia Independent School District

P.O. Box 548, 805 Pearson St.

www.nataliaisd.net

Phone: 830 663-4416 Fax: 830 663-4186



Medina County Commissioners Court
1100 16th Street
Hondo, TX 78861

December 3, 2024

Dear Judge Lutz and members of the Medina County Commissioners Court,

I am writing on behalf of the Natalia Independent School District (ISD) to express our support for Rowan Digital Infrastructure's proposed data center project in our community. We understand they have been working with city and county leaders for many months on an economic development agreement that we encourage you to support.

At Natalia ISD, we are committed to ensuring our students have access to the resources and opportunities they need to succeed. It is our understanding that the Rowan data center project represents a significant investment in our local schools and the broader Medina County community. Based on information shared with the District, the Cinco Project should generate substantial tax revenue for Natalia ISD and Lytle ISD. This funding will provide support for educational programs and facility improvements, ensuring that our schools can meet the growing needs of our students. Strong schools are the foundation of a thriving community, and Rowan's project will help provide the financial stability to achieve this.

Additionally, the project's anticipated economic benefits extend beyond the classroom. With more than 600 estimated construction jobs at the busiest time and at least 40 permanent full-time positions at competitive salaries during operations, Rowan's investment will create pathways for our graduates to build careers locally, ensuring that the benefits of this project extend to our future workforce. Rowan has demonstrated a strong commitment to responsible development and collaboration. Their proactive engagement with community leaders and stakeholders underscores their dedication to transparency and fostering meaningful partnerships. As one example, Rowan is working closely with the county to coordinate construction truck schedules, ensuring they do not overlap with school bus routes.

This approach aligns with our values at Natalia ISD and reinforces our confidence that this project will have a lasting, positive impact on our students and community.

We urge the Commissioners Court to approve Rowan's Cinco Project agreement. Thank you for your thoughtful consideration of this transformative opportunity for our schools and our community.

Sincerely,

A handwritten signature in blue ink that reads "Lana Collavo". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Dr. Lana Collavo, Superintendent
Natalia Independent School District



Board Of Trustees

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Reagan Wagner
Vice-President

Bobby Sollock
Secretary

Mae Flores

Alan Brown

Bobby Duty III

Jeremy Davenport

Dr. Dustin Breithaupt
Superintendent
Lytle Independent School District
15437 Cottage Street
Lytle, Texas 78052

December 1, 2024

Medina County Commissioners Court
1300 Avenue M
Hondo, TX 78861

Dear Commissioners:

On behalf of Lytle Independent School District, I am writing to express our strong support for the Rowan Digital Infrastructure "Project Cinco" in Medina County. This initiative represents a transformative opportunity for our community, bringing significant economic and educational benefits to the region.

District Administration

Dr. Dustin Breithaupt
Superintendent

Dr. Tanya Tate
Assistant Superintendent

Laura Uribe-Center
Federal Programs Director

Juliana Lingo
Director of Curriculum &
Instruction

Matthew Jenke
High School Principal

Jennifer Sprenger
Junior High Principal

Wendy Carroll-Conover
Elementary Principal

Shavan Galindo
Primary Principal

The development of the proposed data center offers the potential to create new, high-quality jobs that will directly benefit our residents and stimulate economic growth. These employment opportunities will also provide a pathway for Lytle ISD graduates to pursue careers in emerging fields without having to leave their home community. Furthermore, the presence of such an innovative and forward-thinking project will attract additional resources, businesses, and investments to Medina County, strengthening our local economy for years to come.

As an educational institution, Lytle ISD is especially excited about the opportunities for collaboration with our Career and Technical Education (CTE) and cybersecurity programs. Rowan's focus on net-zero, mission-critical, and green technologies aligns closely with the skills and knowledge we aim to impart to our students. A partnership with Rowan Digital Infrastructure would allow our students to engage in real-world learning experiences, internships, and mentorships, preparing them for future success in the technology and sustainability sectors. Additionally, the project's emphasis on innovation and sustainability supports Medina County's growth as a hub for forward-looking infrastructure and aligns with our shared vision for creating a thriving, modern community.

We commend the Commissioners Court for considering this transformative project and urge you to support it. Lytle ISD is eager to work with Rowan Digital Infrastructure to ensure that this development not only enhances our community's economic landscape but also enriches the educational opportunities available to our students. In a recent meeting with Rowan's leadership team, we discussed various ways to engage with our students and community before, during and after the construction process.

Thank you for your time and consideration of this important project. Please feel free to contact me if you have any questions or require further information.

Sincerely,

Dr. Dustin Breithaupt
Superintendent
Lytle Independent School District



**MEDINA COUNTY
COMMISSIONERS COURT ITEM SUMMARY SHEET**

Agenda Item 3.

Meeting Date: 12/30/2024

Item Title:

Submitted By:

Summary of Request/Problem

Visitors / Public Comment

Recommendation/Action Requested and Justification



**MEDINA COUNTY
COMMISSIONERS COURT ITEM SUMMARY SHEET**

Agenda Item 4.

Meeting Date: 12/30/2024
Item Title: Retirement Presentation
Submitted By:

Summary of Request/Problem
Retirement Presentation

Recommendation/Action Requested and Justification



**MEDINA COUNTY
COMMISSIONERS COURT ITEM SUMMARY SHEET**

Agenda Item 5.

Meeting Date: 12/30/2024
Item Title: Personnel
Submitted By:

Summary of Request/Problem

Discuss and take possible action to approve personnel action forms (HR Director)

Recommendation/Action Requested and Justification

Attachments



**MEDINA COUNTY
COMMISSIONERS COURT ITEM SUMMARY SHEET**

Agenda Item 6.

Meeting Date: 12/30/2024
Item Title: Line-Item Transfers
Submitted By: Eduardo Lopez, Auditor

Summary of Request/Problem

Discuss and take possible action to approve line-item transfers (Auditor)

Recommendation/Action Requested and Justification

Attachments

Line Item Transfer - Reserves



County Department: _____ **COUNTY JUDGE**
Requested by: _____ **KEITH LUTZ**

Signature: 	Commissioners Court Date: 12/30/2024
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Page 1 of 1



**MEDINA COUNTY
COMMISSIONERS COURT ITEM SUMMARY SHEET**

Agenda Item 7.

Meeting Date: 12/30/2024
Item Title: Accounts Payable
Submitted By:

Summary of Request/Problem

Discuss and take possible action to approve accounts payable (Treasurer)

Recommendation/Action Requested and Justification

Attachments

Accounts Payable Report

MEDINA COUNTY TREASURER**December 30, 2024****A/P INVOICES OVER \$10,000.00****OTHER**

COMMUNITY EMS, INC.		
12 FUND	JAIL PRISON CARE	<u>\$ 10,599.00</u>
DIAMOND PHARMACY SERVICES		
12 FUND	JAIL PRISON CARE AUG 2024-NOV 2024	<u>\$ 12,486.09</u>
ERGON ASPHALT & EMULSIONS, INC		
21 FUND	PCT#1 R&B MATERIAL	\$ 2,601.12
24 FUND	PCT#4 R&B MATERIAL	\$ 1,743.00
18 FUND	PCT#2 R&B MATERIAL	\$ 14,088.92
		<u>\$ 18,433.04</u>
HART INTERCIVIC, INC.		
12 FUND	ELECTIONS LICENSE & SUPPORT 3/1/25-2/28/26	<u>\$ 35,790.00</u>
HTS VOICE & DATA SYSTEMS		
12 FUND	MONTHLY INVOICES DEC 2024	\$ 42,738.01
12 FUND	PTS & J/PROB ZULTYS TELEPHONE SYSTEM	\$ 11,424.40
125 FUND	WIC MONTHLY FIREWALL DEC 2024	\$ 396.00
136 FUND	A/PROB ZULTYS TELEPHONE SYSTEM	11787.6
		<u>\$ 66,346.01</u>
MEDINA COUNTY TREASURER		
12 FUND	RETIREE INSURANCE PREMIUMS JAN 2025	\$ 6,000.00
12 FUND	REPLENISH GRAND JUROR CASH DRAWER	\$ 696.00
12 FUND	HCRPDO COUNTY CONTRIBUTION NOV 2024	\$ 35,691.05
12 FUND	J/PROB GRANT MONEY MATCH NOV 2024	\$ 48,207.74
13 FUND	HAZARDS GRANT MONTHLY MATCH NOV 2024	\$ 862.50
131 FUND	HCRPDO MONTHLY LICENSE OCT 2024	\$ 884.50
		<u>\$ 92,341.79</u>
TEXAS ASSOCIATION OF COUNTIES		
VARIOUS	YEARLY PREMIUMS 2025	<u>\$ 277,741.00</u>
THE ALLIANCE FOR COMMUNITY SOLUTIONS		
136 FUND	D/BLD VIDEO SYSTEM UPGRADE	<u>\$ 34,568.59</u>
UNITEDHEALTHCARE SPECIALTY BENEFITS		
85 FUND	SHORT TERM & SUPPL LIFE INS JAN 2025	<u>\$ 13,325.94</u>

WIRE PAYMENTS		
136 FUND	CANCO CONSTRUCTION, LLC	<u>\$ 8,275.00</u>



Medina County, TX

Expense Approval Report

By Fund

Payment Dates 12/30/2024 - 12/30/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 012 - GENERAL FUND					
Department: 401 - COUNTY ADMINISTRATION					
JPMORGAN CHASE BANK NA	4746039098001	12/30/2024	ACCT#8556 TEXAS A&M C/AD	012-401-4435	-31.50
XEROX FINANCIAL SERVICES	6563444	12/30/2024	CONTR#020-0153456-005 CN	012-401-4419	268.32
Department 401 - COUNTY ADMINISTRATION Total:					236.82
Department: 403 - COUNTY CLERK					
TEXAS PUBLIC HEALTH ASSOCI	200006071	12/30/2024	C/CLK VITAL STATIS CONF 12/	012-403-4435	975.00
AMAZON.COM SALES, INC. DB	1NRN-3XY7-KK3J	12/30/2024	C/CLK TYPEWRITER CORRECTI	012-403-4310	60.73
TEXAS DEPARTMENT OF STAT	2023876	12/30/2024	C/CLK REMOTE BIRTH ACCESS	012-403-4401	42.09
JPMORGAN CHASE BANK NA	4762659223001	12/30/2024	ACCT#9546 PMC C/CLK CONF	012-403-4435	32.00
JPMORGAN CHASE BANK NA	4762659223001	12/30/2024	ACCT#9546 PMC C/CLK CONF	012-403-4435	2.64
XEROX FINANCIAL SERVICES	6563211	12/30/2024	CONTR#020-0148504-001 C/C	012-403-4419	581.93
BERMEA, KIMBERLY	INV0012876	12/30/2024	C/CLK CONF MEAL REIMB 12/	012-403-4426	137.62
QUINTANILLA, LEEANN	INV0012886	12/30/2024	C/CLK CONF MEAL REIMB 12/	012-403-4435	137.62
PARRA, JAYLEN	INV0012891	12/30/2024	C/CLK CONF MILEAGE REIMB	012-403-4426	176.88
PARRA, JAYLEN	INV0012891	12/30/2024	C/CLK CONF MEAL REIMB 12/	012-403-4435	137.62
GOVERNMENT FORMS AND S	0351511	12/30/2024	ACCT#627207 C/CLK MARRIA	012-403-4330	1,509.33
Department 403 - COUNTY CLERK Total:					3,793.46
Department: 404 - HUMAN RESOURCES					
XEROX FINANCIAL SERVICES	6563443	12/30/2024	CONTR#020-0153456-004 HR	012-404-4419	249.82
OFFICE OF THE ATTORNEY GE	43085822	12/30/2024	OAG Confernce Registration f	012-404-4435	385.00
Department 404 - HUMAN RESOURCES Total:					634.82
Department: 405 - VETERAN SERVICES					
ODP BUSINESS SOLUTIONS, LL	400737306001	12/30/2024	VET SVC TONER	012-405-4310	455.56
ODP BUSINESS SOLUTIONS, LL	400737306001	12/30/2024	VET SVC DESKPAD CALENDAR	012-405-4330	106.60
TEXAS ASSOCIATION OF COU	00002409	12/30/2024	VET SVC YEARLY PREMIUMS 2	012-405-4473	479.00
Department 405 - VETERAN SERVICES Total:					1,041.16
Department: 407 - NON DEPARTMENTAL					
QUADIENT, INC.	Q1587968	12/30/2024	ACCT#01406658 D/BLD LEASE	012-407-4419	515.91
MEDINA COUNTY TREASURER	INV0012885	12/30/2024	J/PROB GRANT MATCH NOV 2	012-407-4498	48,207.74
MEDINA COUNTY TREASURER	INV0012889	12/30/2024	HCRPDO COUNTY CONTRIBUT	012-407-4498	35,691.05
FED EX ACCT#1429-3489-2	8-702-27871	12/30/2024	ACCT#1429-3489-2 D/A POST	012-407-4395	7.32
HORIZON TELEPHONE SYSTE	209653	12/30/2024	MONTHLY PAYMENT DEC 202	012-407-4419	29,895.50
HORIZON TELEPHONE SYSTE	209656	12/30/2024	OFFICE 365 G1/G3 LIC TIER 3	012-407-4495	12,842.51
POSTMASTER, HONDO	INV0012866	12/30/2024	D/A 2 ROLLS OF STAMPS	012-407-4395	146.00
TOSHIBA AMERICA BUSINESS	544298961	12/30/2024	ACCT#22022340 NON-DEPT P	012-407-4419	153.34
AHI ENTERPRISES, LLC	1850900	12/30/2024	NON-DEPT COPY PAPER	012-407-4480	1,100.00
XEROX FINANCIAL SERVICES	6563445	12/30/2024	CONTR#020-0153456-006 NO	012-407-4419	210.00
SHELBY L. COOK DBA SOUTH T	39753	12/30/2024	NON-DEPT LASER ENGRAVED	012-407-4480	222.90
TEXAS ASSOCIATION OF COU	00002409	12/30/2024	H/U YEARLY PREMIUMS 2025	012-407-4473	2,428.87
TEXAS ASSOCIATION OF COU	00002409	12/30/2024	NON-DEPT YEARLY PREMIUM	012-407-4473	44,324.00
TEXAS ASSOCIATION OF COU	00002409	12/30/2024	GO MEDINA YEARLY PREMIU	012-407-4473	167.00
MEDINA COUNTY TREASURER	INV0012864	12/30/2024	RETIREE INSURANCE PREMIU	012-407-4202	750.00
MEDINA COUNTY TREASURER	INV0012864	12/30/2024	RETIREE INSURANCE PREMIU	012-407-4202	750.00
MEDINA COUNTY TREASURER	INV0012864	12/30/2024	RETIREE INSURANCE PREMIU	012-407-4202	750.00
MEDINA COUNTY TREASURER	INV0012864	12/30/2024	RETIREE INSURANCE PREMIU	012-407-4202	750.00
MEDINA COUNTY TREASURER	INV0012864	12/30/2024	RETIREE INSURANCE PREMIU	012-407-4202	750.00
MEDINA COUNTY TREASURER	INV0012864	12/30/2024	RETIREE INSURANCE PREMIU	012-407-4202	750.00
MEDINA COUNTY TREASURER	INV0012864	12/30/2024	RETIREE INSURANCE PREMIU	012-407-4202	750.00
MEDINA COUNTY TREASURER	INV0012864	12/30/2024	RETIREE INSURANCE PREMIU	012-407-4202	750.00
Department 407 - NON DEPARTMENTAL Total:					181,912.14
Department: 426 - COUNTY COURT AT LAW					
CANIZALES, DORA	000161	12/30/2024	COURT REPORT SVC ESTATE O	012-426-4401	1,226.42

Expense Approval Report

Payment Dates: 12/30/2024 - 12/30/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WATTS PSYD, LISA M DBA LI	210	12/30/2024	CCL FORENSIC EVAL #36870 T.	012-426-4401	1,800.00
ROBERT F. GIER DBA LAW OFF	5738	12/30/2024	MONICA ELIZARDO	012-426-4492	65.00
ROBERT F. GIER DBA LAW OFF	5738	12/30/2024	MONICA ELIZARDO	012-426-4492	145.00
Department 426 - COUNTY COURT AT LAW Total:					3,236.42
Department: 435 - DISTRICT COURT					
BCC LANGUAGES LLC	240831	12/30/2024	D/CRT INTERPRETATION CAUS	012-435-4409	240.00
MEDINA COUNTY TREASURER	INV0012902	12/30/2024	REPLENISH GRAND JUROR CA	012-435-4477	696.00
ROBERT F. GIER DBA LAW OFF	5739	12/30/2024	JEANETTE RODRIGUEZ	012-435-4492	455.00
ROBERT F. GIER DBA LAW OFF	5739	12/30/2024	JEANETTE RODRIGUEZ	012-435-4492	65.00
ANTHONY D. BANCROFT DBA	5741	12/30/2024	SAPPHIRE CARDENAS	012-435-4492	555.00
ANTHONY D. BANCROFT DBA	5742	12/30/2024	STEPHEN THOMPSON IV	012-435-4492	625.00
PEREZ, ADRIAN ANTONIO DB	5743	12/30/2024	MARIO CASILLAS	012-435-4492	65.00
PEREZ, ADRIAN ANTONIO DB	5743	12/30/2024	MARIO CASILLAS	012-435-4492	625.00
TEXAS ASSOCIATION OF COU	00002409	12/30/2024	DISTRICT JUDGE YEARLY PRE	012-435-4473	1,983.00
Department 435 - DISTRICT COURT Total:					5,309.00
Department: 450 - DISTRICT CLERK					
XEROX FINANCIAL SERVICES	6563452	12/30/2024	CONTR#020-0153456-013 D/	012-450-4419	261.49
Department 450 - DISTRICT CLERK Total:					261.49
Department: 455 - JUSTICE OF THE PEACE 1					
XEROX FINANCIAL SERVICES	6563450	12/30/2024	CONTR#020-0153456-011 JP#	012-455-4419	190.00
Department 455 - JUSTICE OF THE PEACE 1 Total:					190.00
Department: 456 - JUSTICE OF THE PEACE 2					
XEROX FINANCIAL SERVICES	6563449	12/30/2024	CONTR#020-0153456-010 JP#	012-456-4419	242.98
Department 456 - JUSTICE OF THE PEACE 2 Total:					242.98
Department: 457 - JUSTICE OF THE PEACE 3					
JSKG, INC. DBA CROSS CONNE	10261858	12/30/2024	JP#3 SELF INKING STAMPS G.K	012-457-4330	54.98
ASSOCIATED TEXAS NEWSPAP	68471	12/30/2024	JP#3 1 YR SUBSCRIPTION	012-457-4330	44.00
AHI ENTERPRISES, LLC	1850887	12/30/2024	JP#3 BUSINESS CARD HOLDER	012-457-4330	7.05
GOVERNMENT FORMS AND S	0351421	12/30/2024	ACCT#627257 JP#3 BUSINESS	012-457-4330	179.00
GOVERNMENT FORMS AND S	0351422	12/30/2024	ACCT#627257 JP#3 BLUE BOR	012-457-4310	267.48
TEXAS ASSOCIATION OF COU	240918/240918B	12/30/2024	JP#3 JPCA 2025 MEMBERSHIP	012-457-4472	45.00
Department 457 - JUSTICE OF THE PEACE 3 Total:					597.51
Department: 458 - JUSTICE OF THE PEACE 4					
JPMORGAN CHASE BANK NA	4746039096001	12/30/2024	ACCT#9388 OUTLAW JP#4 EM	012-458-4981	60.82
TEXAS ASSOCIATION OF COU	246134/246134B	12/30/2024	JP#4 JPCA 2025 MEMBERSHIP	012-458-4472	45.00
TEXAS ASSOCIATION OF COU	248933/248933B	12/30/2024	JP#4 JPCA 2025 MEMBERSHIP	012-458-4472	70.00
TEXAS ASSOCIATION OF COU	253697/253697B	12/30/2024	JP#4 JPCA 2025 MEMBERSHIP	012-458-4472	45.00
TEXAS ASSOCIATION OF COU	256476/256476B	12/30/2024	JP#4 JPCA 2025 MEMBERSHIP	012-458-4472	45.00
TEXAS ASSOCIATION OF COU	264668/264668A	12/30/2024	JP#4 JPCA 2025 MEMBERSHIP	012-458-4472	45.00
Department 458 - JUSTICE OF THE PEACE 4 Total:					310.82
Department: 476 - DISTRICT ATTORNEY					
HABY, MARK P.	INV0012860	12/30/2024	D/A CONF MILEAGE REIMB 12	012-476-4426	340.36
HABY, MARK P.	INV0012860	12/30/2024	D/A CONF MEAL REIMB 12/3/	012-476-4435	176.94
AT&T ACCT#287341548818	287341548818X12232024	12/30/2024	ACCT#287341548818 FAN#63	012-476-4420	418.70
AMAZON.COM SALES, INC. DB	13J3-CWML-3CQ4	12/30/2024	DA PLANNER PHOTO PAPER	012-476-4310	40.95
AMAZON.COM SALES, INC. DB	13J3-CWML-3CQ4	12/30/2024	DA STAPLER PHONE MOUNT	012-476-4330	45.03
JPMORGAN CHASE BANK NA	4769949000001	12/30/2024	ACCT#5632 SAMMYS D/A EM	012-476-4981	500.05
TEXAS ASSOCIATION OF COU	00002409	12/30/2024	D/A YEARLY PREMIUMS 2025	012-476-4473	7,134.00
Department 476 - DISTRICT ATTORNEY Total:					8,656.03
Department: 490 - ELECTIONS					
HART INTERCIVIC, INC.	INV001711	12/30/2024	ELECTIONS LICENSE AND SUP	012-490-4419	35,790.00
XEROX FINANCIAL SERVICES	6563451	12/30/2024	CONTR#020-0153456-012 ELE	012-490-4419	180.52
Department 490 - ELECTIONS Total:					35,970.52
Department: 497 - COUNTY TREASURER					
GRAFF, DEBRA	INV0012884	12/30/2024	TREAS MILEAGE REIMB 12/12	012-497-4426	44.49
GRAFF, DEBRA	INV0012899	12/30/2024	TREAS CONF REIMB 12/19/24	012-497-4426	71.02
Department 497 - COUNTY TREASURER Total:					115.51

Expense Approval Report

Payment Dates: 12/30/2024 - 12/30/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 499 - COUNTY TAX ASSESSOR					
XEROX FINANCIAL SERVICES	6563446	12/30/2024	CONTR#020-0153456-007 TA	012-499-4419	242.03
Department 499 - COUNTY TAX ASSESSOR Total:					242.03
Department: 511 - HONDO BLD & GROUNDS					
HORIZON TELEPHONE SYSTE	209288	12/30/2024	PRETRIAL ZULTYS MX-E/MX-S	012-511-4515	83.20
HORIZON TELEPHONE SYSTE	209288	12/30/2024	PRETRIAL MXNETWORK LICEN	012-511-4515	304.00
HORIZON TELEPHONE SYSTE	209288	12/30/2024	PRETRIAL ZULTYS 45 G TELEP	012-511-4515	885.00
HORIZON TELEPHONE SYSTE	209288	12/30/2024	PRETRIAL INSTALLATION & LIC	012-511-4515	1,750.00
HORIZON TELEPHONE SYSTE	209288	12/30/2024	PRETRIAL ZULTYS ZAC USER LI	012-511-4515	1,720.00
HORIZON TELEPHONE SYSTE	209288	12/30/2024	PRETRIAL ARUBA INSTANT ON	012-511-4515	970.00
HORIZON TELEPHONE SYSTE	209291	12/30/2024	JUV PROB MXNETWORK LICE	012-511-4515	304.00
HORIZON TELEPHONE SYSTE	209291	12/30/2024	JUV PROB ZULTYS 45 G TELEP	012-511-4515	885.00
HORIZON TELEPHONE SYSTE	209291	12/30/2024	JUV PROB ARUBA INSTANT O	012-511-4515	970.00
HORIZON TELEPHONE SYSTE	209291	12/30/2024	JUV PROB ZULTYS ZAC USER LI	012-511-4515	1,720.00
HORIZON TELEPHONE SYSTE	209291	12/30/2024	JUV PROB INSTALLATION & LI	012-511-4515	1,750.00
HORIZON TELEPHONE SYSTE	209291	12/30/2024	JUV PROB ZULTYS MX-E/MX-S	012-511-4515	83.20
JPMORGAN CHASE BANK NA	4753885917001	12/30/2024	ACCT#5632 IN SOLARIZE D/A	012-511-4453	800.00
ODP BUSINESS SOLUTIONS, LL	402625021001	12/30/2024	H/BLD TOILET TISSUE & HARD	012-511-4330	341.40
ODP BUSINESS SOLUTIONS, LL	400534134001	12/30/2024	H/BLD MULTIFOLD TOWELS	012-511-4330	77.26
CINTAS CORPORATION NO. 2	4214529950	12/30/2024	ACCT#16239360 ANNEX UNIF	012-511-4206	73.07
CINTAS CORPORATION NO. 2	4214529950	12/30/2024	ACCT#16239360 ANNEX GEN	012-511-4330	448.97
CINTAS CORPORATION NO. 2	4214529951	12/30/2024	ACCT#16466645-TAX GEN SUP	012-511-4330	84.73
CINTAS CORPORATION NO. 2	4214529980	12/30/2024	ACCT#16466745 E/MGMT &	012-511-4330	49.62
CINTAS CORPORATION NO. 2	4214529988	12/30/2024	ACCT#23516153 D/A GEN SU	012-511-4330	105.64
CINTAS CORPORATION NO. 2	4214529998	12/30/2024	ACCT#13024009 C/H UNIFOR	012-511-4206	34.81
CINTAS CORPORATION NO. 2	4214529998	12/30/2024	ACCT#13024009 C/H GEN SU	012-511-4330	88.82
CINTAS CORPORATION NO. 2	4214530018	12/30/2024	ACCT#16239548 A/PROB GEN	012-511-4330	58.56
CINTAS CORPORATION NO. 2	4214530023	12/30/2024	ACCT#18995144 DAWICH GE	012-511-4330	156.75
CINTAS CORPORATION NO. 2	4214530033	12/30/2024	ACCT#16466684 J/PROB GEN	012-511-4330	51.44
CINTAS CORPORATION NO. 2	4214530034	12/30/2024	ACCT#23521747 PTS GEN SUP	012-511-4330	39.05
ELITE LIGHTING DESIGNS, INC.	13791A	12/30/2024	C/H 2024 HOLIDAY LIGHT 150	012-511-4401	4,902.70
ELITE LIGHTING DESIGNS, INC.	13792A	12/30/2024	ANNEX 2024 HOLIDAY LIGHT	012-511-4401	678.21
ELITE LIGHTING DESIGNS, INC.	13793	12/30/2024	H/BLD 2024 HOLIDAY LIGHTIN	012-511-4401	1,259.80
ELITE LIGHTING DESIGNS, INC.	13794A	12/30/2024	H/BLD 2024 HOLIDAY LIGHT 1	012-511-4401	785.41
SERVICE INDUSTRIAL, INC. DB	0323409	12/30/2024	ACCT#24548-24548 EXT SVC	012-511-4330	82.32
J.D. YECKER ELECTRICAL, INC.	14121	12/30/2024	H/BLDG ELECTRICAL MATLS/L	012-511-4453	310.00
J.D. YECKER ELECTRICAL, INC.	14123	12/30/2024	H/BLDG ELECTRICAL MATLS/L	012-511-4453	397.50
J.D. YECKER ELECTRICAL, INC.	14124	12/30/2024	H/BLDG ELECTRICAL MATLS/L	012-511-4453	250.00
J.D. YECKER ELECTRICAL, INC.	14126	12/30/2024	H/BLDG ELECTRICAL MATERIA	012-511-4453	370.00
J.D. YECKER ELECTRICAL, INC.	14127	12/30/2024	H/BLDG ELECTRICAL MATERIA	012-511-4453	285.00
A-ZAP PEST CONTROL LLC DB	214497	12/30/2024	ACCT#12777 2318 8TH ST PES	012-511-4453	65.00
A-ZAP PEST CONTROL LLC DB	214503	12/30/2024	ACCT#12775 761 AVE Y PEST	012-511-4453	95.00
A-ZAP PEST CONTROL LLC DB	214512	12/30/2024	ACCT#12251 1506 AVE M PES	012-511-4453	65.00
A-ZAP PEST CONTROL LLC DB	214515	12/30/2024	ACCT#23276 1508 AVE M PES	012-511-4453	80.00
A-ZAP PEST CONTROL LLC DB	214551	12/30/2024	ACCT#16704 1402 AVE M PES	012-511-4453	169.00
A-ZAP PEST CONTROL LLC DB	214576	12/30/2024	ACCT#18926 1300 AVE M PES	012-511-4453	169.00
A-ZAP PEST CONTROL LLC DB	214577	12/30/2024	ACCT#12779 1302 14TH ST PE	012-511-4453	45.00
CENTERPOINT ENERGY ACCT#	INV0012905	12/30/2024	ACCT#3200267-7 1508 AVEN	012-511-4421	52.34
CENTERPOINT ENERGY ACCT#	INV0012906	12/30/2024	ACCT#3200873-2 1506 AVEN	012-511-4421	85.00
CENTERPOINT ENERGY ACCT#	INV0012907	12/30/2024	ACCT#2853550-8 1102 16TH	012-511-4421	346.35
Department 511 - HONDO BLD & GROUNDS Total:					24,327.15
Department: 512 - CASTROVILLE BLD & GROUNDS					
RAPTURE GRAPHICS, INC. DB	30945	12/30/2024	C/BLDG ADA SIGNS DOWNPAY	012-512-4453	206.17
CINTAS CORPORATION NO. 2	4214218212	12/30/2024	ACCT#13023987 C/BLD GEN S	012-512-4330	408.51
3-D LANDSCAPING LLC	121224-156	12/30/2024	C/BLD LAWN MAINTENANCE	012-512-4419	50.00
3-D LANDSCAPING LLC	121224-157	12/30/2024	C/BLD LAWN MAINTENANCE	012-512-4419	50.00
3-D LANDSCAPING LLC	121224-158	12/30/2024	C/BLD LAWN MAINTENANCE	012-512-4419	50.00
CRESPIN V. LARA III DBA AND	348385	12/30/2024	C/BLDG REPAIR OF WATER LE	012-512-4453	1,495.00

Expense Approval Report

Payment Dates: 12/30/2024 - 12/30/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CINTAS CORPORATION NO. 2	4214958067	12/30/2024	ACCT#13023987 C/BLD GEN S	012-512-4330	408.51
Department 512 - CASTROVILLE BLD & GROUNDS Total:					2,668.19
Department: 514 - DEVINE BLD & GROUNDS					
CINTAS CORPORATION NO. 2	4214217737	12/30/2024	ACCT#10738093 D/BLD GEN S	012-514-4330	114.80
RAPTURE GRAPHICS, INC. DB	30945	12/30/2024	D/BLDG ADA SIGNS DOWNPA	012-514-4515	598.16
CINTAS CORPORATION NO. 2	4213452417	12/30/2024	ACCT#10738093 D/BLD GEN S	012-514-4330	92.39
CINTAS CORPORATION NO. 2	4213790994	12/30/2024	ACCT#15460614 D/BLD UNIF	012-514-4206	23.23
CINTAS CORPORATION NO. 2	4213790994	12/30/2024	ACCT#15460614 D/BLD GEN S	012-514-4330	83.98
CINTAS CORPORATION NO. 2	4214524781	12/30/2024	ACCT#15460614 D/BLD UNIF	012-514-4206	23.23
CINTAS CORPORATION NO. 2	4214524781	12/30/2024	ACCT#15460614 D/BLD GEN S	012-514-4330	83.98
CINTAS CORPORATION NO. 2	4214953036	12/30/2024	ACCT#10738093 D/BLD GEN S	012-514-4330	92.40
Department 514 - DEVINE BLD & GROUNDS Total:					1,112.17
Department: 515 - COUNTY JAIL					
COMMUNITY EMS, INC.	248P2A	12/30/2024	ACCT#248P2A JAIL CARE E.H.	012-515-4403	1,147.00
DIAMOND DRUGS, INC. DBA	IN001452922	12/30/2024	JAIL PRISON CARE AUG 2024	012-515-4341	1,835.60
COMMUNITY EMS, INC.	24964A	12/30/2024	ACCT#249LCA JAIL CARE A.Y.	012-515-4403	1,136.00
COMMUNITY EMS, INC.	249LCA	12/30/2024	ACCT#249LCA JAIL PRISON CA	012-515-4403	1,154.00
DIAMOND DRUGS, INC. DBA	IN001459368	12/30/2024	JAIL PRISON CARE SEP 2024	012-515-4341	2,611.13
COMMUNITY EMS, INC.	24APEA	12/30/2024	ACCT#24APEA JAIL CARE J.H.	012-515-4403	1,108.00
COMMUNITY EMS, INC.	24AQ1A	12/30/2024	ACCT#24AQ1A JAIL CARE A.T.	012-515-4403	2,858.00
DIAMOND DRUGS, INC. DBA	IN001465597	12/30/2024	JAIL PRISON CARE OCT 2024	012-515-4341	2,403.08
COMMUNITY EMS, INC.	24BA9A	12/30/2024	ACCT#24BA9A JAIL CARE T.J.	012-515-4403	1,106.00
COMMUNITY EMS, INC.	24BE6A	12/30/2024	ACCT#24BE6A JAIL CARE J.P. J	012-515-4403	2,090.00
DIAMOND DRUGS, INC. DBA	IN001474295	12/30/2024	JAIL PRISON CARE NOV 2024	012-515-4341	5,636.28
GALLS PARENT HOLDINGS, LL	029859273	12/30/2024	JAIL 5.11 ABR PRO PANT	012-515-4206	109.20
CHARM-TEX, INC.	0386713-IN	12/30/2024	ACCT#MEDI JAIL MOP BUCKE	012-515-4330	444.50
TYCO FIRE & SECURITY (US) M	52524906	12/30/2024	JAIL REPLACE FIRE EXTINGUIS	012-515-4452	2,100.00
JSKG, INC. DBA CROSS CONNE	10262009	12/30/2024	JAIL SELF-INKING NOTARY STA	012-515-4330	39.99
FIVE STAR CORRECTIONAL SER	47190	12/30/2024	JAIL GROCERIES 12/05/24-12	012-515-4390	4,664.39
CITIBANK, N.A. DBA TRACTOR	176465	12/30/2024	ACCT#0707 JAIL SALT PELLETS	012-515-4330	616.88
CINTAS CORPORATION NO. 2	4214529981	12/30/2024	ACCT#13023969 JAIL GEN SU	012-515-4330	126.72
MARVIN RIPPS DBA COWBOY	29774	12/30/2024	JAIL MONTHLY PEST CONTROL	012-515-4453	650.00
TEXAS ASSOCIATION OF COU	00002409	12/30/2024	JAIL YEARLY PREMIUMS 2025	012-515-4473	19,271.00
Department 515 - COUNTY JAIL Total:					51,107.77
Department: 516 - ANIMAL CONTROL					
XEROX FINANCIAL SERVICES	6563440	12/30/2024	CONTR#020-0153456-001 A/	012-516-4419	75.00
MARVIN RIPPS DBA COWBOY	29775	12/30/2024	A/CTRL PEST CONTROL TICKS	012-516-4453	120.00
TEXAS ASSOCIATION OF COU	00002409	12/30/2024	A/CTRL YEARLY PREMIUMS 20	012-516-4473	2,157.00
Department 516 - ANIMAL CONTROL Total:					2,352.00
Department: 540 - EMERGENCY MANAGEMENT					
AMAZON.COM SALES, INC. DB	1KLX-71L7-MCLC	12/30/2024	E/MGMT RESPIRATOR	012-540-4330	89.97
AMAZON.COM SALES, INC. DB	1KQL-J3GJ-1DJ6	12/30/2024	E/MGMT TRAILER HITCH	012-540-4330	99.99
AMAZON.COM SALES, INC. DB	1LKK-XNPC-FG9F	12/30/2024	E/MGMT TRI-OUTLET CORD	012-540-4330	113.63
JPMORGAN CHASE BANK NA	4766018779001	12/30/2024	ACCT#7737 EMAT E/MGMT T	012-540-4435	150.00
JPMORGAN CHASE BANK NA	4767754691001	12/30/2024	ACCT#7737 TEXAS FIRE MARS	012-540-4472	50.00
J.D. YECKER ELECTRICAL, INC.	14122	12/30/2024	E/MGMT REWIRE LIGHT TOW	012-540-4452	1,144.32
AMAZON.COM SALES, INC. DB	1RQ6-3M4W-4QCM	12/30/2024	E/MGMT GLOVES & EXTENSIO	012-540-4330	69.97
TEXAS ASSOCIATION OF COU	00002409	12/30/2024	E/MGMT YEARLY PREMIUMS	012-540-4473	1,618.00
Department 540 - EMERGENCY MANAGEMENT Total:					3,335.88
Department: 551 - CONSTABLE PCT 1					
TEXAS ASSOCIATION OF COU	00002409	12/30/2024	CONST#1 YEARLY PREMIUMS	012-551-4473	760.00
Department 551 - CONSTABLE PCT 1 Total:					760.00
Department: 552 - CONSTABLE PCT 2					
LAW ENFORCEMENT SYSTEMS	223650	12/30/2024	ACCT#78009 CONST#2 TX TRA	012-552-4330	220.00
TEXAS ASSOCIATION OF COU	00002409	12/30/2024	CONST#2 YEARLY PREMIUMS	012-552-4473	1,037.00
Department 552 - CONSTABLE PCT 2 Total:					1,257.00

Expense Approval Report

Payment Dates: 12/30/2024 - 12/30/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 553 - CONSTABLE PCT 3					
TEXAS ASSOCIATION OF COU	00002409	12/30/2024	CONST#3 YEARLY PREMIUMS	012-553-4473	705.00
Department 553 - CONSTABLE PCT 3 Total:					705.00
Department: 554 - CONSTABLE PCT 4					
TEXAS ASSOCIATION OF COU	00002409	12/30/2024	CONST#4 YEARLY PREMIUMS	012-554-4473	683.00
Department 554 - CONSTABLE PCT 4 Total:					683.00
Department: 560 - COUNTY SHERIFF					
MUMME'S INC	470929A	12/30/2024	ACCT#3238 S/O SHIRT & JEAN	012-560-4206	0.40
SYNCHRONY BANK DBA LOWE	73462	12/30/2024	EASTMAN 5FT 1/4 IN COMPR	012-560-4510	14.23
SYNCHRONY BANK DBA LOWE	73462	12/30/2024	WHIRLPOOL 28.4-CU FT SIDE-	012-560-4510	1,278.19
APPLIED CONCEPTS, INC. DBA	448606	12/30/2024	REMOTE DISPLAY INTERCONN	012-560-4510	85.00
APPLIED CONCEPTS, INC. DBA	448606	12/30/2024	DSR 2X RADAR WITH FAST LO	012-560-4510	3,401.00
TEXAS ASSOCIATION OF COU	NRDD-0011364	12/30/2024	CLAIM#LE20222929-1 DEDUC	012-560-4401	2,500.00
GALLS PARENT HOLDINGS, LL	029859319	12/30/2024	S/O 5.11 PANTS E.BANKS & J.T	012-560-4206	222.41
AMAZON.COM SALES, INC. DB	1FTC-3DXW-47JH	12/30/2024	S/O NETGEAR ETHERNET SWI	012-560-4330	21.38
JPMORGAN CHASE BANK NA	4759832290001	12/30/2024	ACCT#8864 HORSESHOE BAY	012-560-4435	229.10
JPMORGAN CHASE BANK NA	4759832291001	12/30/2024	ACCT#8864 HORSESHOE BAY	012-560-4435	229.10
JPMORGAN CHASE BANK NA	4759832294001	12/30/2024	ACCT#8556 STARLINK S/O INT	012-560-4420	250.00
O'REILLY AUTO PARTS DBA O'	5557-186876	12/30/2024	ACCT#3429597 S/O WIPER BL	012-560-4451	60.91
XEROX FINANCIAL SERVICES	6563441	12/30/2024	CONTR#020-0153456-002 PO	012-560-4419	74.51
JSKG, INC. DBA CROSS CONNE	10262010	12/30/2024	S/O COPY STAMPS	012-560-4330	39.98
ODP BUSINESS SOLUTIONS, LL	401071263001	12/30/2024	S/O USB PORTABLE ADAPTER	012-560-4330	38.19
ODP BUSINESS SOLUTIONS, LL	401071514001	12/30/2024	S/O NOTE PADS/PENS/CORRE	012-560-4310	55.85
XEROX FINANCIAL SERVICES	6563442	12/30/2024	CONTR#020-0153456-003 PAT	012-560-4419	274.03
CD NATALIA TIRE AND MUFFL	11	12/30/2024	S/O TIRE ALIGNMENT V#8484	012-560-4451	95.00
AMAZON.COM SALES, INC. DB	13Y1-X79F-H3TQ	12/30/2024	S/O EXTENSION CORD	012-560-4330	139.62
MALIKI LIKI ENTERPRISE DBA	107131	12/30/2024	S/O FULL SERVICE OIL CHANG	012-560-4451	103.95
CINTAS CORPORATION NO. 2	4214529981	12/30/2024	ACCT#13023969 S/O GEN SUP	012-560-4330	405.20
CD NATALIA TIRE AND MUFFL	58	12/30/2024	S/O SILENCER & FUEL FILTER	012-560-4451	363.80
GALLS PARENT HOLDINGS, LL	029940609	12/30/2024	S/O SS WORK POLO W/ LOGO	012-560-4206	34.25
MEDINA CO TAX ASSESSOR/C	INV0012887	12/30/2024	S/O VEHICLE REGISTRATION R	012-560-4451	7.50
TEXAS ASSOCIATION OF COU	00002409	12/30/2024	S/O YEARLY PREMIUMS 2025	012-560-4473	126,148.00
Department 560 - COUNTY SHERIFF Total:					136,071.60
Department: 580 - PRETRIAL SERVICES					
CORRISOFT LLC	17155	12/30/2024	PTS BLUTAG SHELF GPS BRAC	012-580-4419	19.00
JPMORGAN CHASE BANK NA	4767754692001	12/30/2024	ACCT#0736 SHSU ONLINE PTS	012-580-4435	570.00
TEXAS ASSOCIATION OF COU	00002409	12/30/2024	PRE-TRIAL YEARLY PREMIUMS	012-580-4473	479.00
Department 580 - PRETRIAL SERVICES Total:					1,068.00
Department: 585 - COMMERCIAL VEHICLE ENFORCEMENT					
MP MATERIAL HAULERS	0003309	12/30/2024	DPS CVE PUMP OUT SEPTIC S	012-585-4453	3,600.00
MP MATERIAL HAULERS	0003332	12/30/2024	DPS CVE PUMP OUT SEPTIC S	012-585-4453	500.00
BENTON CITY WATER SUPPLY	INV0012903	12/30/2024	ACCT#03276 DPS CVE WEIGH	012-585-4421	33.49
Department 585 - COMMERCIAL VEHICLE ENFORCEMENT Total:					4,133.49
Department: 586 - TEXAS HIGHWAY PATROL					
AMAZON.COM SALES, INC. DB	1GWX-NHKV-RPPR	12/30/2024	DPS TAPE/FILE FOLDERS/MAR	012-586-4310	83.15
AMAZON.COM SALES, INC. DB	1GWX-NHKV-RPPR	12/30/2024	DPS FLASH DRIVE/BINDERS	012-586-4330	56.68
Department 586 - TEXAS HIGHWAY PATROL Total:					139.83
Department: 600 - ENVIRONMENTAL HEALTH GROUP					
JPMORGAN CHASE BANK NA	4757462954001	12/30/2024	ACCT#7290 TEXAS FLOODPLAI	012-600-4472	50.00
JPMORGAN CHASE BANK NA	4757462955001	12/30/2024	ACCT#7290 TEXAS FLOODPLAI	012-600-4472	50.00
AMAZON.COM SALES, INC. DB	13NR-M63C-6Y6T	12/30/2024	EHG EXECUTIVE OFFICE CHAIR	012-600-4330	359.98
TEXAS COMMISSION ON ENVI	WTR0067574-WTR0067576	12/30/2024	ACCT#0620139 ON SITE FEE O	012-600-4992	430.00
TEXAS COMMISSION ON ENVI	WTR0067574-WTR0067576	12/30/2024	ACCT#0620139 ON SITE FEE N	012-600-4992	320.00
TEXAS COMMISSION ON ENVI	WTR0067574-WTR0067576	12/30/2024	ACCT#0620139 ON SITE FEE S	012-600-4992	410.00
TEXAS ASSOCIATION OF COU	00002409	12/30/2024	EHG YEARLY PREMIUMS 2025	012-600-4473	1,221.00
Department 600 - ENVIRONMENTAL HEALTH GROUP Total:					2,840.98
Department: 665 - EXTENSION SERVICES					
ODP BUSINESS SOLUTIONS, LL	401284446001	12/30/2024	EXT SVC INDEX CARDS/RUBBE	012-665-4310	44.68

Expense Approval Report

Payment Dates: 12/30/2024 - 12/30/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ODP BUSINESS SOLUTIONS, LL	401284620001	12/30/2024	EXT SVC ENVELOPES	012-665-4310	9.90
JPMORGAN CHASE BANK NA	4759832284001	12/30/2024	ACCT#6008 INN OF THE HILLS	012-665-4435	138.03
JPMORGAN CHASE BANK NA	4759832285001	12/30/2024	ACCT#6008 INN OF THE HILLS	012-665-4435	7.74
LOPEZ, SILIA	INV0012863	12/30/2024	EXT SVC MILEAGE REIMB 12/1	012-665-4426	31.89
NOTARY PUBLIC UNDERWRITE	INV0012865	12/30/2024	EXT SVC BASIC NOTARY PACKA	012-665-4473	116.95
Department 665 - EXTENSION SERVICES Total:					349.19
Fund 012 - GENERAL FUND Total:					475,661.96

Fund: 013 - TOBACCO SETTLEMENT

Department: 400 - DISBURSEMENTS					
MEDINA COUNTY TREASURER	INV0012888	12/30/2024	HAZARDS GRANT MONTHLY	013-400-4498	862.50
Department 400 - DISBURSEMENTS Total:					862.50
Fund 013 - TOBACCO SETTLEMENT Total:					862.50

Fund: 018 - PRECINCT 2 SPECIAL TAX

Department: 612 - PRECINCT 2					
ERGON ASPHALT & EMULSIO	9403354964	12/30/2024	ACCT#543700 PCT#2 R&B MT	018-612-4350	14,088.92
Department 612 - PRECINCT 2 Total:					14,088.92
Fund 018 - PRECINCT 2 SPECIAL TAX Total:					14,088.92

Fund: 021 - PRECINCT 1

Department: 611 - PRECINCT 1					
ERGON ASPHALT & EMULSIO	9403273250	12/30/2024	ACCT#543700 PCT#1 R&B MT	021-611-4350	2,601.12
JASON BECK DBA BECK'S EQUI	INV0012858	12/30/2024	PCT#1 MOUNTED CONVEYOR	021-611-4452	4,035.12
CINTAS CORPORATION NO. 2	4213796379	12/30/2024	ACCT#13024043 PCT#1 UNIF	021-611-4206	255.03
CINTAS CORPORATION NO. 2	4213796379	12/30/2024	ACCT#13024043 PCT#1 GEN S	021-611-4330	3.96
K & L SUPPLY, INC.	46775	12/30/2024	ACCT#3623 PCT#1 CITRA SOL	021-611-4330	177.76
MEDINA COUNTY HOTRODS I	45313	12/30/2024	PCT#1 BRAKE HOSE & FLUID	021-611-4451	269.99
EAST MEDINA COUNTY SPECI	MC12102024	12/30/2024	PCT#1 R&B WATER DRAW 11/	021-611-4350	177.40
CINTAS CORPORATION NO. 2	4214530044	12/30/2024	ACCT#13024043 PCT#1 UNIF	021-611-4206	263.28
CINTAS CORPORATION NO. 2	4214530044	12/30/2024	ACCT#13024043 PCT#1 GEN S	021-611-4330	3.96
GUEDEA, IRMA D.	286160	12/30/2024	PCT#1 OFFICE CLEANING 12/1	021-611-4453	60.00
WEST MEDINA WATER SUPPLY	INV0012893	12/30/2024	ACCT#362 METER#4218023 P	021-611-4421	49.20
TEXAS ASSOCIATION OF COU	00002409	12/30/2024	PCT#1 YEARLY PREMIUMS 20	021-611-4473	13,244.00
JOANN PETERSON DBA CASTR	128235	12/30/2024	PCT#1 INTERNET JAN 2025	021-611-4420	99.99
Department 611 - PRECINCT 1 Total:					21,240.81
Fund 021 - PRECINCT 1 Total:					21,240.81

Fund: 022 - PRECINCT 2

Department: 612 - PRECINCT 2					
JPMORGAN CHASE BANK NA	4527743968001	12/30/2024	ACCT#7463 MARGARITAVILLE	022-612-4435	102.66
JPMORGAN CHASE BANK NA	4529158579001	12/30/2024	ACCT#7463 MARGARITAVILLE	022-612-4435	959.20
JPMORGAN CHASE BANK NA	4531183344001	12/30/2024	ACCT#7463 MARGARITAVILLE	022-612-4435	116.17
JAMES V. FRENCH DBA THE SI	#15,529-G	12/30/2024	PCT#2 NO OUTLET SIGNS/POS	022-612-4350	1,387.67
FS HOLDINGS, INC. DBA GOLD	33178044	12/30/2024	ACCT#57253 PCT#2 FUEL U#6	022-612-4335	49.42
CINTAS CORPORATION NO. 2	4214218212	12/30/2024	ACCT#13023987 PCT#2 UNIF	022-612-4206	302.13
SAN ANTONIO BRAKE & CLUT	584693	12/30/2024	ACCT#M486 PCT#2 ALUM SID	022-612-4451	332.66
EAST MEDINA COUNTY SPECI	MC12102024-1	12/30/2024	PCT#2 R&B WATER DRAW 11/	022-612-4350	419.65
AMAZON.COM SALES, INC. DB	19CM-9MCR-MJD9	12/30/2024	PCT#2 FREE ALL RUST EATER	022-612-4335	21.52
FS HOLDINGS, INC. DBA GOLD	33178625	12/30/2024	ACCT#57253 PCT#2 FUEL U#9	022-612-4335	130.49
HERNANDEZ, RICHARD L.	982634	12/30/2024	PCT#2 SHRED MULTIPLE COU	022-612-4410	380.75
FS HOLDINGS, INC. DBA GOLD	33179576	12/30/2024	ACCT#57253 PCT#2 FUEL U#6	022-612-4335	31.31
FS HOLDINGS, INC. DBA GOLD	33179577	12/30/2024	ACCT#57253 PCT#2 FUEL U#6	022-612-4335	75.60
FS HOLDINGS, INC. DBA GOLD	33179582	12/30/2024	ACCT#57253 PCT#2 FUEL U#5	022-612-4335	54.09
FS HOLDINGS, INC. DBA GOLD	33179789	12/30/2024	ACCT#57253 PCT#2 FUEL U#5	022-612-4335	79.76
AMAZON.COM SALES, INC. DB	1QFC-133C-9RQG	12/30/2024	PCT#2 STRUT SPRING TOOL B	022-612-4451	226.71
FRANCISCO FLORES DBA PAC	INV0012890	12/30/2024	PCT#2 TIRE REPAIR U#1421	022-612-4452	15.00
FS HOLDINGS, INC. DBA GOLD	33181807	12/30/2024	ACCT#57253 PCT#2 MOBIL DE	022-612-4335	288.72
FS HOLDINGS, INC. DBA GOLD	33181844	12/30/2024	ACCT#57253 PCT#2 FUEL U#6	022-612-4335	226.54
CINTAS CORPORATION NO. 2	4214958067	12/30/2024	ACCT#13023987 PCT#2 UNIF	022-612-4206	302.13
HERNANDEZ, RICHARD L.	982635	12/30/2024	PCT#2 SHRED CR5714,CR6710	022-612-4410	1,550.00
HERNANDEZ, RICHARD L.	982636	12/30/2024	PCT#2 SHRED CR5716,CR5719	022-612-4410	600.00

Expense Approval Report

Payment Dates: 12/30/2024 - 12/30/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TEXAS ASSOCIATION OF COU	00002409	12/30/2024	PCT#2 YEARLY PREMIUMS 20	022-612-4473	14,138.00
CASTROVILLE UTILITY SYSTEM	INV0012859	12/30/2024	ACCT#05-1485-00 146 PRIVAT	022-612-4350	188.92
CASTROVILLE UTILITY SYSTEM	INV0012859	12/30/2024	ACCT#05-1485-00 146 PRIVAT	022-612-4421	124.92
Department 612 - PRECINCT 2 Total:					22,104.02
Fund 022 - PRECINCT 2 Total:					22,104.02

Fund: 023 - PRECINCT 3

Department: 613 - PRECINCT 3

CINTAS CORPORATION NO. 2	4214217705	12/30/2024	ACCT#13023950 PCT#3 UNIF	023-613-4206	158.38
CINTAS CORPORATION NO. 2	4214217705	12/30/2024	ACCT#13023950 PCT#3 GEN S	023-613-4330	18.79
MEDINA COUNTY HOTRODS I	45332	12/30/2024	PCT#3 SERPENTINE DRVIE BEL	023-613-4451	105.00
FRENCH ELLISON TRUCK CENT	034S152055	12/30/2024	PCT#3 ADAPTIVE CRUISE FAUL	023-613-4451	618.75
CD NATALIA TIRE AND MUFFL	39	12/30/2024	PCT#3 CLEAN WHEEL BEAD &	023-613-4452	45.00
TEXAS ASSOCIATION OF COU	00002409	12/30/2024	PCT#3 YEARLY PREMIUMS 20	023-613-4473	9,658.00
Department 613 - PRECINCT 3 Total:					10,603.92
Fund 023 - PRECINCT 3 Total:					10,603.92

Fund: 024 - PRECINCT 4

Department: 614 - PRECINCT 4

CINTAS CORPORATION NO. 2	4214217737	12/30/2024	ACCT#10738093 PCT#4 UNIF	024-614-4206	195.97
CINTAS CORPORATION NO. 2	4213452417	12/30/2024	ACCT#10738093 PCT#4 UNIF	024-614-4206	195.98
ERGON ASPHALT & EMULSIO	9403351055	12/30/2024	ACCT#543700 PCT#4 R&B MT	024-614-4350	1,743.00
EWALD KUBOTA INC	3A51828	12/30/2024	ACCT#05302 PCT#4 ASSY PU	024-614-4451	314.87
J & M TRUCK TIRE SHOP, INC.	158367	12/30/2024	PCT#4 WASTE TRAILER TIRE L	024-614-4480	1,950.00
CINTAS CORPORATION NO. 2	4214953036	12/30/2024	ACCT#10738093 PCT#4 UNIF	024-614-4206	195.97
TEXAS ASSOCIATION OF COU	00002409	12/30/2024	PCT#4 YEARLY PREMIUMS 20	024-614-4473	11,030.00
Department 614 - PRECINCT 4 Total:					15,625.79
Fund 024 - PRECINCT 4 Total:					15,625.79

Fund: 025 - LAW LIBRARY

Department: 400 - DISBURSEMENTS

THOMSON REUTERS-WEST PU	850988130	12/30/2024	ACCT#1000646390 LAW LIB D	025-400-4408	3,538.12
THOMSON REUTERS-WEST PU	850988134	12/30/2024	ACCT#1000646391 LAW LIB D	025-400-4408	1,820.97
THOMSON REUTERS-WEST PU	851128351	12/30/2024	ACCT#1000646391 LAW LIB D	025-400-4408	1,820.97
Department 400 - DISBURSEMENTS Total:					7,180.06
Fund 025 - LAW LIBRARY Total:					7,180.06

Fund: 026 - JUROR

BLUEBONNET CHILDREN'S AD	INV0012900	12/30/2024	GRAND JURY DONATION 12/1	026-2220	58.00
MEDINA COUNTY CHILD CARE	INV0012901	12/30/2024	GRAND JURY DONATION 12/1	026-2220	58.00
					116.00
Fund 026 - JUROR Total:					116.00

Fund: 030 - COURT REPORTER

Department: 435 - DISTRICT COURT

BUSINESS INFORMATION SYST	101402	12/30/2024	ANNEX BIS DIGITAL RCRDNG S	030-435-4419	749.25
Department 435 - DISTRICT COURT Total:					749.25
Fund 030 - COURT REPORTER Total:					749.25

Fund: 043 - COUNTY COURTHOUSE SECURITY

Department: 561 - COUNTY SECURITY

TEXAS ASSOCIATION OF COU	00002409	12/30/2024	COURTHOUSE SECURITY YEAR	043-561-4473	3,931.00
Department 561 - COUNTY SECURITY Total:					3,931.00
Fund 043 - COUNTY COURTHOUSE SECURITY Total:					3,931.00

Fund: 059 - LEOSE - SHERIFF

Department: 560 - COUNTY SHERIFF

JPMORGAN CHASE BANK NA	4766018774001	12/30/2024	ACCT#8864 CEE S/O CONF 1/	059-560-4435	125.00
JPMORGAN CHASE BANK NA	4766018775001	12/30/2024	ACCT#8864 CEE S/O CONF 1/	059-560-4435	125.00
JPMORGAN CHASE BANK NA	4766018776001	12/30/2024	ACCT#8864 CEE S/O CONF 1/	059-560-4435	125.00
JPMORGAN CHASE BANK NA	4766018777001	12/30/2024	ACCT#8864 CEE S/O CONF 1/	059-560-4435	125.00

Expense Approval Report

Payment Dates: 12/30/2024 - 12/30/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
JPMORGAN CHASE BANK NA	4766018778001	12/30/2024	ACCT#8864 CEE S/O CONF 1/	059-560-4435	125.00
Department 560 - COUNTY SHERIFF Total:					625.00
Fund 059 - LEOSE - SHERIFF Total:					625.00

Fund: 071 - CERTIFICATE SERIES 2019

Department: 511 - HONDO BLD & GROUNDS

RAPTURE GRAPHICS, INC. DB	30945	12/30/2024	H/BLDG ADA SIGNS DOWNPA	071-511-4515	769.17
Department 511 - HONDO BLD & GROUNDS Total:					769.17
Fund 071 - CERTIFICATE SERIES 2019 Total:					769.17

Fund: 082 - IMPROVEMENT DISTRICTS - AUDITOR

Department: 495 - COUNTY AUDITOR

JPMORGAN CHASE BANK NA	4757462956001	12/30/2024	ACCT#8871 HEB CAR WASH A	082-495-4451	11.99
TEXAS ASSOCIATION OF COU	00002409	12/30/2024	AUDITOR YEARLY PREMIUMS	082-495-4473	331.00
Department 495 - COUNTY AUDITOR Total:					342.99
Fund 082 - IMPROVEMENT DISTRICTS - AUDITOR Total:					342.99

Fund: 085 - COUNTY EMPLOYEE TRUST

Department: 400 - DISBURSEMENTS

HEB CREDIT RECEIVABLES-DEP	983387	12/30/2024	FOOD FOR WELLNESS WEEK	085-400-4484	14.50
JPMORGAN CHASE BANK NA	4759832292001	12/30/2024	ACCT#8862 SILVER CREEK ME	085-400-4484	45.00
JPMORGAN CHASE BANK NA	4759832293001	12/30/2024	ACCT#8862 GOD'S COUNTRY	085-400-4484	45.00
UNITED HEALTHCARE SERVICE	248376699147	12/30/2024	ACCT#0708013 DENTAL INS JA	085-400-4482	1,479.81
UNITED HEALTHCARE SERVICE	248376699147	12/30/2024	ACCT#0708013 VISION INS JA	085-400-4482	2,626.65
UNIMERICA INSURANCE COM	243510003077	12/30/2024	ACCT#303910 SUPP LIFE INS J	085-400-4482	7,583.36
UNIMERICA INSURANCE COM	243510003077	12/30/2024	ACCT#303910 SHORT TERM D	085-400-4482	5,742.58
RELANCE STANDARD LIFE INS	INV0012892	12/30/2024	GROUP#01000001 LONG TER	085-400-4482	528.33
Department 400 - DISBURSEMENTS Total:					18,065.23
Fund 085 - COUNTY EMPLOYEE TRUST Total:					18,065.23

Fund: 120 - HEALTH UNIT

Department: 631 - RLSS LPHS

XEROX FINANCIAL SERVICES	6563601	12/30/2024	CONTR#020-0157170-001 H/	120-631-4419	74.68
CENTERPOINT ENERGY ACCT#	INV0012904	12/30/2024	ACCT#6402542012-2 1402 AV	120-631-4421	9.24
TEXAS ASSOCIATION OF COU	00002409	12/30/2024	H/U RLSS YEARLY PREMIUMS	120-631-4473	268.96
Department 631 - RLSS LPHS Total:					352.88

Department: 632 - HAZARDS

XEROX FINANCIAL SERVICES	6563601	12/30/2024	CONTR#020-0157170-001 H/	120-632-4419	180.51
CENTERPOINT ENERGY ACCT#	INV0012904	12/30/2024	ACCT#6402542012-2 1402 AV	120-632-4421	22.35
TEXAS ASSOCIATION OF COU	00002409	12/30/2024	H/U HAZARDS YEARLY PREMI	120-632-4473	650.17
Department 632 - HAZARDS Total:					853.03

Department: 633 - IMMUNIZATIONS

XEROX FINANCIAL SERVICES	6563601	12/30/2024	CONTR#020-0157170-001 H/	120-633-4419	167.66
CENTERPOINT ENERGY ACCT#	INV0012904	12/30/2024	ACCT#6402542012-2 1402 AV	120-633-4421	20.75
Department 633 - IMMUNIZATIONS Total:					188.41
Fund 120 - HEALTH UNIT Total:					1,394.32

Fund: 125 - WIC

Department: 640 - WIC ADMINISTRATION

JPMORGAN CHASE BANK NA	4753885918001	12/30/2024	ACCT#2485 FEDEX WIC POSTA	125-640-4395	3.48
XEROX FINANCIAL SERVICES	6563447	12/30/2024	CONTR#020-0153456-008 WI	125-640-4419	24.03
XEROX FINANCIAL SERVICES	6563448	12/30/2024	CONTR#020-0153456-009 WI	125-640-4419	25.10
TEXAS ASSOCIATION OF COU	00002409	12/30/2024	WIC ADMIN YEARLY PREMIU	125-640-4473	2,297.12
Department 640 - WIC ADMINISTRATION Total:					2,349.73

Department: 641 - CLIENT SERVICE

XEROX FINANCIAL SERVICES	6563447	12/30/2024	CONTR#020-0153456-008 WI	125-641-4419	216.26
XEROX FINANCIAL SERVICES	6563448	12/30/2024	CONTR#020-0153456-009 WI	125-641-4419	225.94
TEXAS ASSOCIATION OF COU	00002409	12/30/2024	WIC CLNT SVC YEARLY PREMI	125-641-4473	2,156.48
Department 641 - CLIENT SERVICE Total:					2,598.68

Expense Approval Report

Payment Dates: 12/30/2024 - 12/30/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 645 - TXIN					
HORIZON TELEPHONE SYSTE	209655	12/30/2024	MONTHLY WIC FIREWALL DEC	125-645-4420	396.00
Department 645 - TXIN Total:					396.00
Department: 650 - REAL EDWARDS ADMIN					
TEXAS ASSOCIATION OF COU	00002409	12/30/2024	WIC R/E ADMIN YEARLY PREM	125-650-4473	187.52
Department 650 - REAL EDWARDS ADMIN Total:					187.52
Department: 651 - REAL EDWARDS CLIENT SERVICES					
TEXAS ASSOCIATION OF COU	00002409	12/30/2024	WIC R/E CLNT SVC YEARLY PR	125-651-4473	46.88
Department 651 - REAL EDWARDS CLIENT SERVICES Total:					46.88
Fund 125 - WIC Total:					5,578.81
Fund: 130 - JUVENILE PROBATION					
Department: 579 - JUVENILE PROBATION					
TRACK GROUP AMERICAS, IN	40288	12/30/2024	J/PROB E-MONITORING NOV	130-579-4401	717.00
REMOTE COMPUTER OBSERV	INV0012867	12/30/2024	J/PROB MONITORING NOV 20	130-579-4401	35.00
TEXAS ASSOCIATION OF COU	00002409	12/30/2024	J/PROB YEARLY PREMIUMS 20	130-579-4473	4,196.00
Department 579 - JUVENILE PROBATION Total:					4,948.00
Fund 130 - JUVENILE PROBATION Total:					4,948.00
Fund: 131 - HILL COUNTRY REGIONAL PDO					
Department: 931 - PUBLIC DEFENDERS OFFICE					
MEDINA COUNTY TREASURER	INV0012897	12/30/2024	HCRPDO MONTHLY LICENSE O	131-931-4419	884.50
SKOWBO, VANESSA	INV0012898	12/30/2024	PDO MILEAGE REIMB 11/5/24	131-931-4426	283.68
CITY OF BOERNE	INV0012908	12/30/2024	ACCT#10-0440-07 116 BLANC	131-931-4421	344.78
TEXAS ASSOCIATION OF COU	00002409	12/30/2024	PDO YEARLY PREMIUMS 2025	131-931-4473	5,011.00
Department 931 - PUBLIC DEFENDERS OFFICE Total:					6,523.96
Fund 131 - HILL COUNTRY REGIONAL PDO Total:					6,523.96
Fund: 136 - AMERICAN RESCUE PLAN					
Department: 400 - DISBURSEMENTS					
FAMILY PARTS COMPANY, INC	442324	12/30/2024	PCT#1, 2,3 & 4 NUTS WASHER	136-400-4452	1.68
RESPEC COMPANY, LLC	INV12240004	12/30/2024	ASR PROJ#W0654.24001	136-400-4401	2,500.00
Department 400 - DISBURSEMENTS Total:					2,501.68
Department: 511 - HONDO BLD & GROUNDS					
HORIZON TELEPHONE SYSTE	209292	12/30/2024	A/PROB ZULTYS TELEPHONE S	136-511-4515	11,787.60
CANCO CONSTRUCTION, LLC	220506	12/30/2024	PROJ:C23100 EXT SVC PROF A	136-511-4515	8,275.00
J.D. YECKER ELECTRICAL, INC.	14125	12/30/2024	H/BLDG ELECTRICAL MATLS/L	136-511-4515	927.78
J.D. YECKER ELECTRICAL, INC.	14128	12/30/2024	H/BLDG ELECTRICAL MATLS/L	136-511-4515	836.00
Department 511 - HONDO BLD & GROUNDS Total:					21,826.38
Department: 514 - DEVINE BLD & GROUNDS					
THE ALLIANCE FOR COMMUN	02502-1590	12/30/2024	D/BLD VIDEO SYSTEM UPGRA	136-514-4515	34,568.59
Department 514 - DEVINE BLD & GROUNDS Total:					34,568.59
Fund 136 - AMERICAN RESCUE PLAN Total:					58,896.65
Grand Total:					669,308.36

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
012 - GENERAL FUND	475,661.96	0.00
013 - TOBACCO SETTLEMENT	862.50	0.00
018 - PRECINCT 2 SPECIAL TAX	14,088.92	0.00
021 - PRECINCT 1	21,240.81	0.00
022 - PRECINCT 2	22,104.02	0.00
023 - PRECINCT 3	10,603.92	0.00
024 - PRECINCT 4	15,625.79	0.00
025 - LAW LIBRARY	7,180.06	0.00
026 - JUROR	116.00	0.00
030 - COURT REPORTER	749.25	0.00
043 - COUNTY COURTHOUSE SECURITY	3,931.00	0.00
059 - LEOSE - SHERIFF	625.00	0.00
071 - CERTIFICATE SERIES 2019	769.17	0.00
082 - IMPROVEMENT DISTRICTS - AUDITOR	342.99	0.00
085 - COUNTY EMPLOYEE TRUST	18,065.23	0.00
120 - HEALTH UNIT	1,394.32	0.00
125 - WIC	5,578.81	0.00
130 - JUVENILE PROBATION	4,948.00	0.00
131 - HILL COUNTRY REGIONAL PDO	6,523.96	0.00
136 - AMERICAN RESCUE PLAN	58,896.65	8,275.00
Grand Total:	669,308.36	8,275.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
012-401-4419	CONTRACTS	268.32	0.00
012-401-4435	CONTINUING EDUCATIO	-31.50	0.00
012-403-4310	OFFICE SUPPLIES	60.73	0.00
012-403-4330	GENERAL SUPPLIES	1,509.33	0.00
012-403-4401	OTHER SERVICES	42.09	0.00
012-403-4419	CONTRACTS	581.93	0.00
012-403-4426	REIMBURSABLE TRAVEL	314.50	0.00
012-403-4435	CONTINUING EDUCATIO	1,284.88	0.00
012-404-4419	CONTRACTS	249.82	0.00
012-404-4435	CONTINUING EDUCATIO	385.00	0.00
012-405-4310	OFFICE SUPPLIES	455.56	0.00
012-405-4330	GENERAL SUPPLIES	106.60	0.00
012-405-4473	INSURANCE & BONDS	479.00	0.00
012-407-4202	INSURANCE	6,000.00	0.00
012-407-4395	POSTAL SERVICES	153.32	0.00
012-407-4419	CONTRACTS	30,774.75	0.00
012-407-4473	INSURANCE & BONDS	46,919.87	0.00
012-407-4480	MISCELLANEOUS	1,322.90	0.00
012-407-4495	OTHER EXPENSES	12,842.51	0.00
012-407-4498	TRANSFER OUT	83,898.79	0.00
012-426-4401	OTHER SERVICES	3,026.42	0.00
012-426-4492	INDIGENT DEFENSE	210.00	0.00
012-435-4409	INTERPRETERS	240.00	0.00
012-435-4473	INSURANCE & BONDS	1,983.00	0.00
012-435-4477	JURORS	696.00	0.00
012-435-4492	INDIGENT DEFENSE	2,390.00	0.00
012-450-4419	CONTRACTS	261.49	0.00
012-455-4419	CONTRACTS	190.00	0.00
012-456-4419	CONTRACTS	242.98	0.00
012-457-4310	OFFICE SUPPLIES	267.48	0.00
012-457-4330	GENERAL SUPPLIES	285.03	0.00
012-457-4472	MEMBERSHIP DUES	45.00	0.00
012-458-4472	MEMBERSHIP DUES	250.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
012-458-4981	EMPLOYEE INCENTIVE	60.82	0.00
012-476-4310	OFFICE SUPPLIES	40.95	0.00
012-476-4330	GENERAL SUPPLIES	45.03	0.00
012-476-4420	TELEPHONE SERVICES	418.70	0.00
012-476-4426	REIMBURSABLE TRAVEL	340.36	0.00
012-476-4435	CONTINUING EDUCATIO	176.94	0.00
012-476-4473	INSURANCE & BONDS	7,134.00	0.00
012-476-4981	EMPLOYEE INCENTIVE	500.05	0.00
012-490-4419	CONTRACTS	35,970.52	0.00
012-497-4426	REIMBURSABLE TRAVEL	115.51	0.00
012-499-4419	CONTRACTS	242.03	0.00
012-511-4206	UNIFORM ALLOWANCE	107.88	0.00
012-511-4330	GENERAL SUPPLIES	1,584.56	0.00
012-511-4401	OTHER SERVICES	7,626.12	0.00
012-511-4421	UTILITIES	483.69	0.00
012-511-4453	REPAIR & MAINTENANC	3,100.50	0.00
012-511-4515	CAPITAL OUTLAY (>\$5,00	11,424.40	0.00
012-512-4330	GENERAL SUPPLIES	817.02	0.00
012-512-4419	CONTRACTS	150.00	0.00
012-512-4453	REPAIR & MAINTENANC	1,701.17	0.00
012-514-4206	UNIFORM ALLOWANCE	46.46	0.00
012-514-4330	GENERAL SUPPLIES	467.55	0.00
012-514-4515	CAPITAL OUTLAY (>\$5,00	598.16	0.00
012-515-4206	UNIFORM ALLOWANCE	109.20	0.00
012-515-4330	GENERAL SUPPLIES	1,228.09	0.00
012-515-4341	PRESCRIPTIONS	12,486.09	0.00
012-515-4390	GROCERIES	4,664.39	0.00
012-515-4403	MEDICAL SERVICES	10,599.00	0.00
012-515-4452	REPAIR & MAINTENANC	2,100.00	0.00
012-515-4453	REPAIR & MAINTENANC	650.00	0.00
012-515-4473	INSURANCE & BONDS	19,271.00	0.00
012-516-4419	CONTRACTS	75.00	0.00
012-516-4453	REPAIR & MAINTENANC	120.00	0.00
012-516-4473	INSURANCE & BONDS	2,157.00	0.00
012-540-4330	GENERAL SUPPLIES	373.56	0.00
012-540-4435	CONTINUING EDUCATIO	150.00	0.00
012-540-4452	REPAIR & MAINTENANC	1,144.32	0.00
012-540-4472	MEMBERSHIP DUES	50.00	0.00
012-540-4473	INSURANCE & BONDS	1,618.00	0.00
012-551-4473	INSURANCE & BONDS	760.00	0.00
012-552-4330	GENERAL SUPPLIES	220.00	0.00
012-552-4473	INSURANCE & BONDS	1,037.00	0.00
012-553-4473	INSURANCE & BONDS	705.00	0.00
012-554-4473	INSURANCE & BONDS	683.00	0.00
012-560-4206	UNIFORM ALLOWANCE	257.06	0.00
012-560-4310	OFFICE SUPPLIES	55.85	0.00
012-560-4330	GENERAL SUPPLIES	644.37	0.00
012-560-4401	OTHER SERVICES	2,500.00	0.00
012-560-4419	CONTRACTS	348.54	0.00
012-560-4420	TELEPHONE SERVICES	250.00	0.00
012-560-4435	CONTINUING EDUCATIO	458.20	0.00
012-560-4451	REPAIR & MAINTENANC	631.16	0.00
012-560-4473	INSURANCE & BONDS	126,148.00	0.00
012-560-4510	EQUIPMENT (\$500-\$4,9	4,778.42	0.00
012-580-4419	CONTRACTS	19.00	0.00
012-580-4435	CONTINUING EDUCATIO	570.00	0.00
012-580-4473	INSURANCE & BONDS	479.00	0.00
012-585-4421	UTILITIES	33.49	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
012-585-4453	REPAIR & MAINTENANC	4,100.00	0.00
012-586-4310	OFFICE SUPPLIES	83.15	0.00
012-586-4330	GENERAL SUPPLIES	56.68	0.00
012-600-4330	GENERAL SUPPLIES	359.98	0.00
012-600-4472	MEMBERSHIP DUES	100.00	0.00
012-600-4473	INSURANCE & BONDS	1,221.00	0.00
012-600-4992	REMIT TO STATE	1,160.00	0.00
012-665-4310	OFFICE SUPPLIES	54.58	0.00
012-665-4426	REIMBURSABLE TRAVEL	31.89	0.00
012-665-4435	CONTINUING EDUCATIO	145.77	0.00
012-665-4473	INSURANCE & BONDS	116.95	0.00
013-400-4498	TRANSFER OUT	862.50	0.00
018-612-4350	R&B MATERIAL	14,088.92	0.00
021-611-4206	UNIFORM ALLOWANCE	518.31	0.00
021-611-4330	GENERAL SUPPLIES	185.68	0.00
021-611-4350	R&B MATERIAL	2,778.52	0.00
021-611-4420	TELEPHONE SERVICES	99.99	0.00
021-611-4421	UTILITIES	49.20	0.00
021-611-4451	REPAIR & MAINTENANC	269.99	0.00
021-611-4452	REPAIR & MAINTENANC	4,035.12	0.00
021-611-4453	REPAIR & MAINTENANC	60.00	0.00
021-611-4473	INSURANCE & BONDS	13,244.00	0.00
022-612-4206	UNIFORM ALLOWANCE	604.26	0.00
022-612-4335	FUEL & LUBRICANTS	957.45	0.00
022-612-4350	R&B MATERIAL	1,996.24	0.00
022-612-4410	CONTRACT LABOR	2,530.75	0.00
022-612-4421	UTILITIES	124.92	0.00
022-612-4435	CONTINUING EDUCATIO	1,178.03	0.00
022-612-4451	REPAIR & MAINTENANC	559.37	0.00
022-612-4452	REPAIR & MAINTENANC	15.00	0.00
022-612-4473	INSURANCE & BONDS	14,138.00	0.00
023-613-4206	UNIFORM ALLOWANCE	158.38	0.00
023-613-4330	GENERAL SUPPLIES	18.79	0.00
023-613-4451	REPAIR & MAINTENANC	723.75	0.00
023-613-4452	REPAIR & MAINTENANC	45.00	0.00
023-613-4473	INSURANCE & BONDS	9,658.00	0.00
024-614-4206	UNIFORM ALLOWANCE	587.92	0.00
024-614-4350	R&B MATERIAL	1,743.00	0.00
024-614-4451	REPAIR & MAINTENANC	314.87	0.00
024-614-4473	INSURANCE & BONDS	11,030.00	0.00
024-614-4480	MISCELLANEOUS	1,950.00	0.00
025-400-4408	LEGAL	7,180.06	0.00
026-2220	DUE TO OTHER	116.00	0.00
030-435-4419	CONTRACTS	749.25	0.00
043-561-4473	INSURANCE & BONDS	3,931.00	0.00
059-560-4435	CONTINUING EDUCATIO	625.00	0.00
071-511-4515	CAPITAL OUTLAY (>\$5,00	769.17	0.00
082-495-4451	REPAIR & MAINTENANC	11.99	0.00
082-495-4473	INSURANCE & BONDS	331.00	0.00
085-400-4482	HEALTH INSURANCE PRE	17,960.73	0.00
085-400-4484	EMPLOYEE WELLNESS	104.50	0.00
120-631-4419	CONTRACTS	74.68	0.00
120-631-4421	UTILITIES	9.24	0.00
120-631-4473	INSURANCE & BONDS	268.96	0.00
120-632-4419	CONTRACTS	180.51	0.00
120-632-4421	UTILITIES	22.35	0.00
120-632-4473	INSURANCE & BONDS	650.17	0.00
120-633-4419	CONTRACTS	167.66	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
120-633-4421	UTILITIES	20.75	0.00
125-640-4395	POSTAL SERVICES	3.48	0.00
125-640-4419	CONTRACTS	49.13	0.00
125-640-4473	INSURANCE & BONDS	2,297.12	0.00
125-641-4419	CONTRACTS	442.20	0.00
125-641-4473	INSURANCE & BONDS	2,156.48	0.00
125-645-4420	TELEPHONE SERVICES	396.00	0.00
125-650-4473	INSURANCE & BONDS	187.52	0.00
125-651-4473	INSURANCE & BONDS	46.88	0.00
130-579-4401	OTHER SERVICES	752.00	0.00
130-579-4473	INSURANCE & BONDS	4,196.00	0.00
131-931-4419	CONTRACTS	884.50	0.00
131-931-4421	UTILITIES	344.78	0.00
131-931-4426	REIMBURSABLE TRAVEL	283.68	0.00
131-931-4473	INSURANCE & BONDS	5,011.00	0.00
136-400-4401	OTHER SERVICES	2,500.00	0.00
136-400-4452	REPAIR & MAINTENANC	1.68	0.00
136-511-4515	CAPITAL OUTLAY (>\$5,00	21,826.38	8,275.00
136-514-4515	CAPITAL OUTLAY (>\$5,00	34,568.59	0.00
Grand Total:		669,308.36	8,275.00

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	669,308.36	8,275.00
Grand Total:	669,308.36	8,275.00



**MEDINA COUNTY
COMMISSIONERS COURT ITEM SUMMARY SHEET**

Agenda Item 8.

Meeting Date: 12/30/2024
Item Title: Disbursement of Funds
Submitted By:

Summary of Request/Problem

Discuss and take possible action to approve disbursement of funds since the last Commissioners Court Meeting (Treasurer)

Recommendation/Action Requested and Justification

Attachments

Disbursement Report 12-20-24



Medina County, TX

Payment Register

APPKT03326 - 2024-12-18: UTILITIES

01 - Vendor Set 01

Bank: AP Bank - AP Bank

Vendor Number	Vendor Name					Total Vendor Amount
01480	AIRTOUCH CELLULAR DBA VERIZON WIRELESS ACCT#7					303.92
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		12/20/2024	303.92			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
6100421945	ACCT#742344537 ELECTIONS 11/06/24-12/05/24	12/05/2024	12/05/2024	0.00	303.92	
Vendor Number	Vendor Name					Total Vendor Amount
00087	CASTROVILLE UTILITY SYSTEM					674.99
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		12/20/2024	674.99			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV0012870	ACCT#08-4005-01 8366 FM 471 S 10/27/24-11/27/24	12/10/2024	12/10/2024	0.00	674.99	
Vendor Number	Vendor Name					Total Vendor Amount
00093	CENTERPOINT ENERGY ACCT#2840944-9					1,088.88
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		12/20/2024	1,088.88			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV0012869	ACCT#2840944-9 801 AVE. Y 11/07/24-12/09/24	12/13/2024	12/13/2024	0.00	1,088.88	
Vendor Number	Vendor Name					Total Vendor Amount
00094	CENTERPOINT ENERGY ACCT#2841650-1					48.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		12/20/2024	48.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV0012868	ACCT#28416501 240 OLD EAGLE PASS RD 11/07-12/09/2	12/13/2024	12/13/2024	0.00	48.00	
Vendor Number	Vendor Name					Total Vendor Amount
00116	CITY PUBLIC SERVICE BOARD DBA CPS ENERGY					1,090.42
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		12/20/2024	1,090.42			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV0012871	ACCT#300-3420-008 8406 FM 471 S #1 11/07-12/06/24	12/09/2024	12/09/2024	0.00	1,090.42	
Vendor Number	Vendor Name					Total Vendor Amount
01968	ENGIE NORTH AMERICA, INC DBA ENGIE RESOURCES LI					277.22
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		12/20/2024	277.22			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
9259367	ACCT#0000301737 203 S TEEL DR 11/05/24-12/06/24	12/12/2024	12/12/2024	0.00	-289.27	
INV0012874	ACCT#0000301737 203 S TEEL DR 06/07/24-07/09/24	12/13/2024	12/13/2024	0.00	566.49	
Vendor Number	Vendor Name					Total Vendor Amount
02651	GUADALUPE VALLEY TELEPHONE COOPERATIVE, INC. C					175.57
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		12/20/2024	175.57			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV0012872	ACCT#226760797 TELEPHONE/INTERNET 12/11-01/10/2	12/11/2024	12/11/2024	0.00	175.57	

Payment Register

APPKT03326 - 2024-12-18: UTILITIES

Vendor Number		Vendor Name		Total Vendor Amount	
02010		WTG UTILITY, LLC		43.37	
Payment Type		Payment Number		Payment Date	Payment Amount
Check				12/20/2024	43.37
Payable Number		Description	Payable Date	Due Date	Discount Amount Payable Amount
INV0012873		ACCT#080-349-1080-01 PCT#4 11/06/24-12/03/24	12/09/2024	12/09/2024	0.00 43.37

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
AP Bank	Check	9	8	0.00	3,702.37
Packet Totals:		9	8	0.00	3,702.37

Cash Fund Summary

Fund	Name	Amount
999	GENERAL POOL	-3,702.37
Packet Totals:		-3,702.37



Medina County, TX

Check Register

Packet: APPKT03326 - 2024-12-18: UTILITIES

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
01480	AIRTOUCH CELLULAR DBA VERIZON	12/20/2024	Regular	0.00	303.92	206797
00087	CASTROVILLE UTILITY SYSTEM	12/20/2024	Regular	0.00	674.99	206798
00093	CENTERPOINT ENERGY ACCT#28409	12/20/2024	Regular	0.00	1,088.88	206799
00094	CENTERPOINT ENERGY ACCT#28416	12/20/2024	Regular	0.00	48.00	206800
00116	CITY PUBLIC SERVICE BOARD DBA CI	12/20/2024	Regular	0.00	1,090.42	206801
01968	ENGIE NORTH AMERICA, INC DBA EI	12/20/2024	Regular	0.00	277.22	206802
02651	GUADALUPE VALLEY TELEPHONE CC	12/20/2024	Regular	0.00	175.57	206803
02010	WTG UTILITY, LLC	12/20/2024	Regular	0.00	43.37	206804
02047	PLAVAN COMMERICAL FUELING, INI	12/19/2024	Bank Draft	0.00	8,961.73	DFT0002841
01470	UNITED HEALTHCARE SERVICES, INC	12/19/2024	Bank Draft	0.00	4,875.69	DFT0002842

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	9	8	0.00	3,702.37
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	2	2	0.00	13,837.42
EFT's	0	0	0.00	0.00
	11	10	0.00	17,539.79

Fund Summary

Fund	Name	Period	Amount
999	GENERAL POOL	12/2024	17,539.79
			<u>17,539.79</u>



Medina County, TX

Expense Approval Register

Packet: APPKT03326 - 2024-12-18: UTILITIES

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 012 - GENERAL FUND					
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	FITS FUEL VEH125	012-407-4335	59.17
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	REGULATORY COMPLIANCE F	012-407-4480	3.16
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	D/A FUEL VEH15	012-476-4335	29.73
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	D/A FUEL VEH17	012-476-4335	83.61
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	D/A FUEL VEH16	012-476-4335	82.86
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	H/BLD FUEL VEH8	012-511-4335	32.86
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	JAIL FUEL VEH20	012-515-4335	40.07
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	JAIL TRANS FUEL VEH75	012-515-4428	133.49
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	JAIL TRANS FUEL VEH84	012-515-4428	210.92
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	A/CTRL FUEL VEH94	012-516-4335	28.12
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	A/CTRL FUEL VEH54	012-516-4335	204.01
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	A/CTRL FUEL VEH55	012-516-4335	142.46
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	E/MGMT FUEL VEH87	012-540-4335	174.87
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	E/MGMT FUEL VEH43	012-540-4335	59.45
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	S/O FUEL VEH72	012-560-4335	265.27
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	S/O FUEL VEH45	012-560-4335	126.74
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	S/O FUEL VEH79	012-560-4335	240.15
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	S/O FUEL VEH83	012-560-4335	196.17
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	S/O FUEL VEH86	012-560-4335	156.77
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	S/O FUEL VEH88	012-560-4335	288.40
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	S/O FUEL VEH89	012-560-4335	186.48
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	SRO MVIDS FUEL VEH52	012-560-4335	190.42
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	S/O FUEL VEH82	012-560-4335	217.90
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	S/O FUEL VEH67	012-560-4335	222.27
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	S/O FUEL VEH41	012-560-4335	150.09
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	S/O FUEL VEH31	012-560-4335	105.80
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	SRO LISD FUEL VEH70	012-560-4335	41.64
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	S/O FUEL VEH49	012-560-4335	58.04
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	S/O FUEL VEH64	012-560-4335	140.31
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	S/O FUEL VEH65	012-560-4335	136.98
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	S/O FUEL VEH59	012-560-4335	98.77
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	S/O FUEL VEH56	012-560-4335	241.99
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	S/O FUEL VEH25	012-560-4335	54.32
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	S/O FUEL VEH51	012-560-4335	46.61
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	S/O FUEL VEH47	012-560-4335	56.88
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	S/O FUEL VEH85	012-560-4335	101.22
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	S/O FUEL VEH69	012-560-4335	249.45
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	S/O FUEL VEH81	012-560-4335	37.80
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	SRO MVIDS FUEL VEH50	012-560-4335	72.04
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	S/O FUEL VEH29	012-560-4335	170.05
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	S/O FUEL VEH35	012-560-4335	228.95
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	S/O FUEL VEH28	012-560-4335	109.88
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	S/O FUEL VEH26	012-560-4335	100.65
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	S/O FUEL VEH19	012-560-4335	97.91
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	S/O FUEL VEH44	012-560-4335	181.05
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	S/O FUEL VEH21	012-560-4335	115.43
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	S/O FUEL VEH22	012-560-4335	190.85
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	S/O FUEL VEH23	012-560-4335	46.85
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	S/O FUEL VEH42	012-560-4335	159.93
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	S/O FUEL VEH30	012-560-4335	43.29
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	S/O FUEL VEH38	012-560-4335	173.91
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	SRO MVIDS FUEL VEH96	012-560-4335	50.70
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	SRO MVIDS FUEL VEH37	012-560-4335	38.73

Expense Approval Register

Packet: APPKT03326 - 2024-12-18: UTILITIES

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	S/O FUEL VEH#91	012-560-4335	235.79
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	S/O FULE VEH#128	012-560-4335	181.12
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	S/O FUELVEH#24	012-560-4335	83.02
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	S/O FUEL VEH#77	012-560-4335	223.85
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	S/O FUEL VEH27	012-560-4335	126.66
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	S/O FUEL VEH34	012-560-4335	230.50
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	S/O FUEL VEH40	012-560-4335	234.31
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	S/O FUEL VEH46	012-560-4335	137.34
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	SRO MVIDS FUEL VEH48	012-560-4335	40.36
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	SRO MVIDS FUEL VEH95	012-560-4335	171.76
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	S/O FUEL VEH90	012-560-4335	139.00
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	S/O FUEL VEH32	012-560-4335	49.01
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	S/O FUEL VEH33	012-560-4335	131.80
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	EHG FUEL VEH4	012-600-4335	46.53
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	EHG FUEL VEH5	012-600-4335	49.52
CASTROVILLE UTILITY SYSTE	INV0012870	12/20/2024	ACCT#08-4005-01 8366 FM 4	012-512-4421	674.99
ENGIE NORTH AMERICA, INC	9259367	12/20/2024	ACCT#0000301737 203 S TEE	012-514-4421	-289.27
CENTERPOINT ENERGY ACCT	INV0012869	12/20/2024	ACCT#2840944-9 801 AVE. Y	012-515-4421	1,088.88
ENGIE NORTH AMERICA, INC	INV0012874	12/20/2024	ACCT#0000301737 203 S TEE	012-514-4421	566.49
AIRTOUCH CELLULAR DBA VE	6100421945	12/20/2024	ACCT#742344537 ELECTION	012-490-4420	303.92
CITY PUBLIC SERVICE BOARD	INV0012871	12/20/2024	ACCT#300-3420-008 8406 F	012-512-4421	1,061.08
Fund 012 - GENERAL FUND Total:					12,162.13
Fund: 023 - PRECINCT 3					
CENTERPOINT ENERGY ACCT	INV0012868	12/20/2024	ACCT#28416501 240 OLD EA	023-613-4421	48.00
Fund 023 - PRECINCT 3 Total:					48.00
Fund: 024 - PRECINCT 4					
WTG UTILITY, LLC	INV0012873	12/20/2024	ACCT#080-349-1080-01 PCT	024-614-4421	43.37
Fund 024 - PRECINCT 4 Total:					43.37
Fund: 085 - COUNTY EMPLOYEE TRUST					
UNITED HEALTHCARE SERVIC	INV0012895	12/20/2024	DENTAL CLAIMS 12/06/24-1	085-400-4483	4,875.69
Fund 085 - COUNTY EMPLOYEE TRUST Total:					4,875.69
Fund: 120 - HEALTH UNIT					
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	H/U FUEL VEH12	120-631-4335	3.40
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	H/U FUEL VEH12	120-632-4335	8.22
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	H/U FUEL VEH12	120-633-4335	7.63
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	H/U FUEL VEH12	120-635-4335	3.00
Fund 120 - HEALTH UNIT Total:					22.25
Fund: 125 - WIC					
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	WIC FUEL VEH120	125-641-4335	34.32
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	WIC FUEL VEH120	125-651-4335	16.91
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	WIC FUEL VEH2	125-651-4335	53.53
CITY PUBLIC SERVICE BOARD	INV0012871	12/20/2024	ACCT#300-3420-008 8406 F	125-641-4421	29.34
Fund 125 - WIC Total:					134.10
Fund: 130 - JUVENILE PROBATION					
PLAVAN COMMERICAL FUEL	80839941	12/20/2024	J/PROB FUEL VEH10	130-579-4335	78.68
Fund 130 - JUVENILE PROBATION Total:					78.68
Fund: 131 - HILL COUNTRY REGIONAL PDO					
GUADALUPE VALLEY TELEPH	INV0012872	12/20/2024	ACCT#226760797 TELEPHON	131-931-4420	175.57
Fund 131 - HILL COUNTRY REGIONAL PDO Total:					175.57
Grand Total:					17,539.79

Fund Summary

Fund	Expense Amount
012 - GENERAL FUND	12,162.13
023 - PRECINCT 3	48.00
024 - PRECINCT 4	43.37
085 - COUNTY EMPLOYEE TRUST	4,875.69
120 - HEALTH UNIT	22.25
125 - WIC	134.10
130 - JUVENILE PROBATION	78.68
131 - HILL COUNTRY REGIONAL PDO	175.57
Grand Total:	17,539.79

Account Summary

Account Number	Account Name	Expense Amount
012-407-4335	FUEL & LUBRICANTS	59.17
012-407-4480	MISCELLANEOUS	3.16
012-476-4335	FUEL & LUBRICANTS	196.20
012-490-4420	TELEPHONE SERVICES	303.92
012-511-4335	FUEL & LUBRICANTS	32.86
012-512-4421	UTILITIES	1,736.07
012-514-4421	UTILITIES	277.22
012-515-4335	FUEL & LUBRICANTS	40.07
012-515-4421	UTILITIES	1,088.88
012-515-4428	TRANSPORTATION SERVI	344.41
012-516-4335	FUEL & LUBRICANTS	374.59
012-540-4335	FUEL & LUBRICANTS	234.32
012-560-4335	FUEL & LUBRICANTS	7,375.21
012-600-4335	FUEL & LUBRICANTS	96.05
023-613-4421	UTILITIES	48.00
024-614-4421	UTILITIES	43.37
085-400-4483	INSURANCE CLAIMS	4,875.69
120-631-4335	FUEL & LUBRICANTS	3.40
120-632-4335	FUEL & LUBRICANTS	8.22
120-633-4335	FUEL & LUBRICANTS	7.63
120-635-4335	FUEL & LUBRICANTS	3.00
125-641-4335	FUEL & LUBRICANTS	34.32
125-641-4421	UTILITIES	29.34
125-651-4335	FUEL & LUBRICANTS	70.44
130-579-4335	FUEL & LUBRICANTS	78.68
131-931-4420	TELEPHONE SERVICES	175.57
Grand Total:		17,539.79

Project Account Summary

Project Account Key	Expense Amount
None	17,539.79
Grand Total:	17,539.79



**MEDINA COUNTY
COMMISSIONERS COURT ITEM SUMMARY SHEET**

Agenda Item 9.

Meeting Date: 12/30/2024
Item Title: Maintenance Bond - Hunter's Ranch Unit 15D
Submitted By: Larry Sittre, Commissioner

Summary of Request/Problem

Discuss and take possible action to accept Maintenance Bond No. GM244176 for street & drainage improvements in Hunters Ranch Subdivision, Unit 15D, Located in Precinct 2 (MTR Engineers)

Recommendation/Action Requested and Justification

Attachments

Maintenance Bond No. GM244176

MAINTENANCE BOND

STATE OF TEXAS §
COUNTY OF MEDINA §

D5 Enterprises, LLC, as Developer and Principal, and Great Midwest Insurance Company, a corporation organized under the laws of Texas, as Surety, expressly acknowledge themselves to be held and firmly bound to pay unto the County Judge of Medina County, the sum of Two Hundred Four Thousand One Hundred Sixty Nine dollars and Fifty cents (\$204,169.50) (the "Bond"), for Medina County and its successors, and Principal and Surety bind themselves, their heirs, administrators, executors, assigns and successors jointly and severally to this obligation.

Principal has built and constructed (Hunters Ranch, Unit 15D, Plat No. 23-11800106 : Street and Drainage Construction) and the associated improvements, which appear to be in conformance with the standards established by the San Antonio Unified Development Code (the "UDC"), adopted by Medina County in accordance with Local Government Code Chapter 242 and incorporated into this Bond by reference.

This bond is for a period of 24 months from the date of the final approval of the Work or the date the plat was recorded, whichever is later (the "Maintenance Start Date"). The UDC requires the Principal, as Developer, to maintain and keep in good repair, the work it built and constructed in the above-identified subdivision (the "Work") for a period of at least two (2) year from the Maintenance Start Date (the "Maintenance Period"), and to do all necessary repairing and/or reconstructing in whole or in part of those improvements that should be caused by settlement of foundation, defective workmanship or materials furnished in the construction or any part thereof or any of the accessories thereto constructed by the Developer. It is understood that the purpose of this section is to cover all defective conditions arising by reason of faulty material, labor or workmanship, and charge the same against the Principal, as Developer, and Surety on this obligation.

If the Principal maintains the Work and keep it in repair until the improvements are accepted by Medina County Commissioners Court as provided, then this bond will be null and void and have no further effect, but if the Principal defaults in the performance of its duty to maintain and repair the Work, then Medina County shall have and recover from the Principal and Surety damages resulting from that default. This obligation will continue against the Principal and Surety and successive recoveries may be made until the full amount is exhausted. The obligation to maintain the Work will continue throughout Maintenance Period, and the will not be changed, diminished or in any manner affected by any cause during that time.

Principal and Surety both acknowledge that this Bond is entered into in Medina County, State of Texas. The construction of this Bond and the rights remedies, and obligations arising thereunder are governed by the laws of the State of Texas. The Texas conflicts-of-law rules do not control this Bond and will not be used to cause the application of the laws of a jurisdiction other than the State of Texas. The obligations performable by both Principal and Surety are performable in Medina County, Texas.

Medina County will satisfy any legal or contractual requirements arising from or in connection with this Bond by directing its action to the Texas office listed below. Surety shall not change this office without the prior consent in writing of Medina County.

IN WITNESS WHEREOF, the Principal has caused this Bond to be executed and Surety has caused this Bond to be executed by its attorney in fact and that attorney in fact, Steven W Dobson has hereunto set his or her hand, the 19th day of December 2024

Name of Principal

D5 Enterprises, LLC

By (print name)

Title

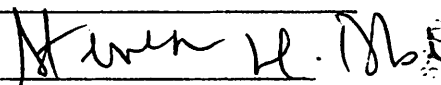
Address :1325 Palmetto Pt, Spring Branch, TX 78070

Phone 210-601-4190

Name of Surety

Great Midwest Insurance Company

By


Title Steven W. Dobson, Attorney-in-fact

Address: 800 Gessner Rd, Suite 600, Houston, TX 77024

Phone 800-365-6065

The name, address and phone number of the Resident Agent of Surety is: (must be Texas office)

Time Insurance Agency

1405 E. Riverside Dr.

Austin, TX 78741

***Power of Attorney attached**

NOTE: The effective date of the Bond cannot be prior to date of final construction approval of the improvements, or the date the plat is recorded, whichever is later.

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

John W. Schuler, Steven W. Dobson

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.



GREAT MIDWEST INSURANCE COMPANY

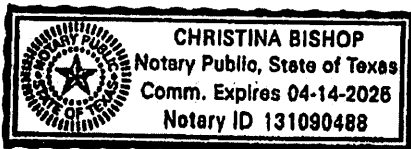
BY

Mark W. Haushill

Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY

Christina Bishop

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 19th Day of December, 2024.



BY

Leslie K. Shaunty

Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any material false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

NOTICE TO POLICYHOLDERS TEXAS

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Great Midwest Insurance Company's toll-free telephone number for information or to make a complaint at:

1-800-203-1179

You may also write to Great Midwest Insurance Company at:

800 Gessner Rd
Suite 600
Houston, TX 77024

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de Great Midwest Insurance Company's para obtener información o para presentar una queja al:

1-800-203-1179

Usted también puede escribir a Great Midwest Insurance Company:

800 Gessner Rd
Suite 600
Houston, TX 77024

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con la compañía primero. Si la disputa no es resuelta, puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA:

Este aviso es solamente para propósito informativos y no se convierte en parte o en condición del documento adjunto.



**MEDINA COUNTY
COMMISSIONERS COURT ITEM SUMMARY SHEET**

Agenda Item 10.

Meeting Date: 12/30/2024
Item Title: Subdivision Plat - Commercial
Submitted By: Larry Sittre, Commissioner

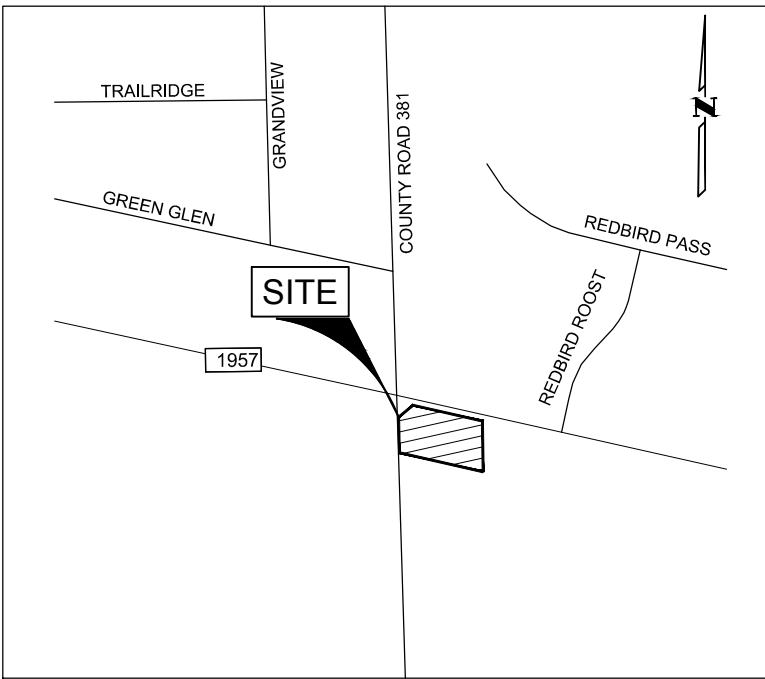
Summary of Request/Problem

Discuss and take possible action to approve a Commercial Development Plat creating Shota Center at CR381; Located in Precinct 2 at the intersection of FM 1957 (Potranco Road) and County Road 381 (UP Engineering & Surveying)

Recommendation/Action Requested and Justification

Attachments

Plat - Shota Center
TxDOT Driveway Correspondence



LOCATION MAP

NOT TO SCALE

LEGEND

- = PLAT BOUNDARY
- = ADJOINER BOUNDARY
- = CENTERLINE
- = FOUND 1/2" IRON PIN CONTROLLING MONUMENTATION (UNLESS NOTED OTHERWISE)
- ⊙ = IRON PIN SET
- E.G.T.C. = ELECTRIC, GAS, TELE, & CABLE TV
- 1" V.N.E. = VEHICULAR NON-ACCESS EASEMENT
- P.R.M.C. = PUBLIC RECORDS OF MEDINA COUNTY TEXAS
- O.P.R.M.C. = OFFICIAL PUBLIC RECORDS OF MEDINA COUNTY TEXAS
- D.P.R.M.C. = DEED AND PLAT RECORDS OF MEDINA COUNTY TEXAS
- ROW = RIGHT OF WAY
- VOL = VOLUME
- PG = PAGE
- BSL = BUILDING SETBACK LINE
- - - - = EASEMENT

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS, AND DRAINAGE LAYOUT. TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE UNIFIED DEVELOPMENT CODE. EXCEPT FOR THOSE VARIANCES GRANTED BY THE SAN ANTONIO PLANNING COMMISSION.

TYLER SMITH, P.E.
LICENSED PROFESSIONAL ENGINEER
TEXAS REGISTRATION NO. 111840

DATE

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT CONFORMS TO THE MINIMUM STANDARDS SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY:
UP ENGINEERING + SURVEYING

RICHARD L. NEUBAUER III, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6897

DATE

C.P.S./SAWS/COSA UTILITY NOTES:

- THE CITY OF SAN ANTONIO AS A PART OF ITS ELECTRIC, GAS, WATER AND WASTEWATER SYSTEMS - CITY PUBLIC SERVICE BOARD (CPS ENERGY) AND SAN ANTONIO WATER SYSTEMS (SAWS) - IS HEREBY DEDICATED EASEMENTS AND RIGHTS-OF-WAY FOR UTILITY, TRANSMISSION AND DISTRIBUTION INFRASTRUCTURE AND SERVICE FACILITIES IN THE AREAS DESIGNATED ON THIS PLAT AS "ELECTRIC EASEMENT", "ANCHOR EASEMENT", "SERVICE EASEMENT", "OVERHANG EASEMENT", "UTILITY EASEMENT", "GAS EASEMENT", "TRANSFORMER EASEMENT", "WATER EASEMENT", "SANITARY SEWER EASEMENT" AND/OR "RECYCLED WATER EASEMENT" FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, MAINTAINING, REMOVING, INSPECTING, PATROLLING AND ERECTING UTILITY INFRASTRUCTURE AND SERVICE FACILITIES FOR THE REASONS DESCRIBED ABOVE. CPS ENERGY AND SAWS SHALL ALSO HAVE THE RIGHT TO RELOCATE SAID INFRASTRUCTURE AND SERVICE FACILITIES WITHIN EASEMENT AND RIGHT-OF-WAY AREAS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE OF ACCESSING SUCH INFRASTRUCTURE AND SERVICE FACILITIES AND THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES OR PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY OF WATER, SEWER, GAS, AND/OR ELECTRIC INFRASTRUCTURE AND SERVICE FACILITIES. NO BUILDINGS, STRUCTURES, CONCRETE SLABS, OR WALLS WILL BE PLACED WITHIN EASEMENT AREAS WITHOUT AN ENCROACHMENT AGREEMENT WITH THE RESPECTIVE UTILITY.
- ANY CPS ENERGY OR SAWS MONETARY LOSS RESULTING FROM MODIFICATIONS REQUIRED OF CPS ENERGY OR SAWS INFRASTRUCTURE AND SERVICE FACILITIES, LOCATED WITHIN SAID EASEMENTS, DUE TO GRADE CHANGES OR GROUND ELEVATION ALTERATIONS SHALL BE CHARGED TO THE PERSON OR PERSONS DEEMED RESPONSIBLE FOR SAID GRADE CHANGES OR GROUND ELEVATION ALTERATIONS.
- THIS PLAT DOES NOT AMEND, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, SEWER, DRAINAGE, TELEPHONE, CABLE TV EASEMENTS OR ANY OTHER EASEMENTS FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED HEREON.
- CONCRETE DRIVEWAY APPROACHES ARE ALLOWED WITHIN THE FIVE (5) AND TEN (10) FOOT WIDE ELECTRIC AND GAS EASEMENTS WHEN LOTS ARE SERVED ONLY BY UNDERGROUND ELECTRIC AND GAS FACILITIES.
- ROOF OVERHANGS ARE ALLOWED WITHIN FIVE (5) AND TEN (10) FOOT WIDE ELECTRIC AND GAS EASEMENTS WHEN ONLY UNDERGROUND ELECTRIC AND GAS FACILITIES ARE PROPOSED OR EXISTING WITHIN THOSE FIVE (5) AND TEN (10) FOOT WIDE EASEMENTS.

SAWS WASTEWATER EDU NOTE:

- THE NUMBER OF WASTEWATER EQUIVALENT DWELLING UNITS (EDUS) PAID FOR THIS SUBDIVISION PLAT ARE KEPT ON FILE UNDER THE PLAT NUMBER AT THE SAN ANTONIO WATER SYSTEM

SAWS IMPACT FEE NOTE:

- WATER AND/OR WASTEWATER IMPACT FEES WERE NOT PAID AT THE TIME OF PLATTING FOR THIS PLAT. ALL IMPACT FEES MUST BE PAID PRIOR TO WATER METER SET AND/OR WASTEWATER SEWER SERVICE CONNECTION.

YANCEY WATER SUPPLY CORPORATION:

- WATER SERVICE SHALL BE PROVIDED BY YANCEY WATER SUPPLY CORPORATION

SAWS DEDICATION NOTE:

- THE OWNER DEDICATES THE SANITARY SEWER AND/OR WATER MAINS TO THE SAN ANTONIO WATER SYSTEM UPON COMPLETION BY THE DEVELOPER AND ACCEPTANCE BY THE SAN ANTONIO WATER SYSTEM.

DRAINAGE NOTES:

- NO PORTION OF THE FEMA 1% ANNUAL CHANCE (100-YEAR) FLOODPLAIN EXISTS WITHIN THIS PLAT AS VERIFIED BY FEMA FIRM PANEL 48325C0400D, EFFECTIVE DATE OF 05/15/2020. FLOODPLAIN INFORMATION IS SUBJECT TO CHANGE AS A RESULT OF FUTURE FEMA MAP REVISIONS AND/OR AMENDMENTS.
- THE TRACT DOES NOT LIE OVER THE EDWARDS AQUIFER RECHARGE ZONE (EARZ) OR CONTRIBUTING ZONE.
- DRAINAGE IMPROVEMENTS SUFFICIENT TO MITIGATE THE IMPACT OF CONSTRUCTION SHALL BE INSTALLED PRIOR TO ADDING IMPERVIOUS COVER.

FINISHED FLOOR NOTE:

- RESIDENTIAL FINISHED FLOOR ELEVATIONS MUST BE A MINIMUM OF 8 INCHES ABOVE FINAL ADJACENT GRADE.

SURVEY NOTES:

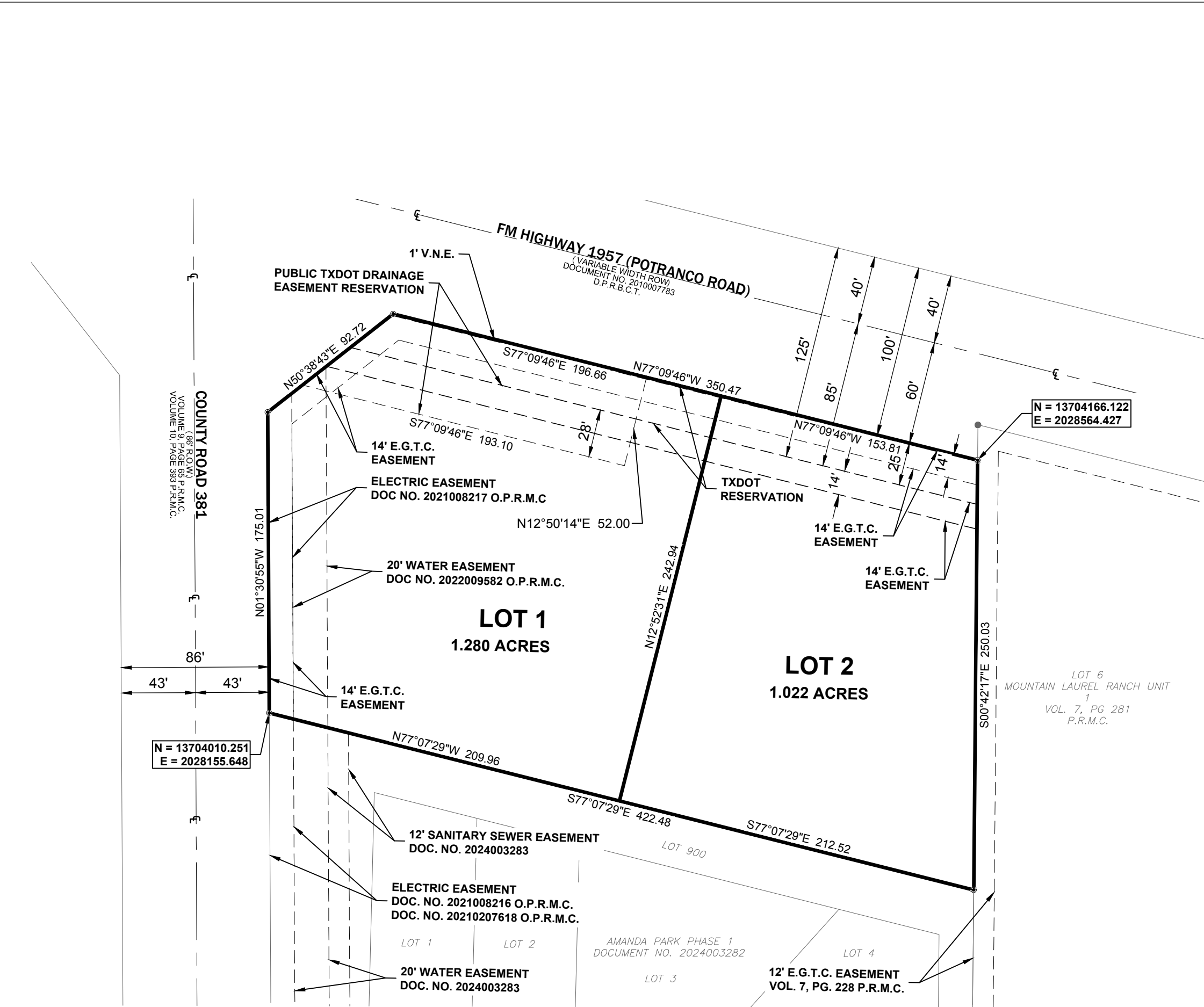
- BASIS OF BEARINGS IS THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE (4204). ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

CLEAR VISION:

- CLEAR VISION AREAS MUST BE FREE OF VISUAL OBSTRUCTIONS IN ACCORDANCE WITH THE AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO) POLICY ON GEOMETRIC DESIGN OF HIGHWAYS AND STREETS, OR LATEST REVISION THEREOF.

TxDOT NOTES:

- FOR RESIDENTIAL DEVELOPMENT DIRECTLY ADJACENT TO STATE RIGHT-OF WAY, THE DEVELOPER SHALL BE RESPONSIBLE FOR ADEQUATE SETBACK AND /OR SOUND ABATEMENT MEASURES FOR FUTURE NOISE MITIGATION.
- OWNER/DEVELOPER IS RESPONSIBLE FOR PREVENTING ANY ADVERSE IMPACT TO THE EXISTING DRAINAGE SYSTEM WITHIN THE HIGHWAY RIGHT-OF-WAY.
- MAXIMUM ACCESS POINTS TO STATE HIGHWAY FROM THIS PROPERTY WILL BE REGULATED AS DIRECTED BY "REGULATIONS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS". THIS PROPERTY IS ELIGIBLE FOR A MAXIMUM COMBINED OF (1) ACCESS POINT ALONG F.M. HIGHWAY 1957 (POTRANCO ROAD), BASED ON THE OVERALL PLATTED HIGHWAY FRONTAGE OF 350.47 LF.
- IF SIDEWALKS ARE REQUIRED BY APPROPRIATE CITY ORDINANCE, A SIDEWALK PERMIT MUST BE APPROVED BY TxDOT. PRIOR TO CONSTRUCTION WITHIN STATE RIGHT-OF-WAY, LOCATIONS OF SIDEWALKS WITHIN STATE RIGHT-OF-WAY SHALL BE DIRECTED BY TxDOT.



SUBDIVISION PLAT

ESTABLISHING

SAHOTA CENTER AT CR381

BEING 2.302 ACRES OF LAND, SITUATED WITHIN THE WILLIAM B. RHODE SURVEY NO. 96, ABSTRACT NO. 1327 1/3, MEDINA COUNTY, TEXAS, OUT OF A 1345.8 ACRE TRACT OF LAND, RECORDED IN VOLUME 140, PAGE 437, OF THE DEED RECORDS OF MEDINA COUNTY, TEXAS

SCALE: 1"=60'

60 30 0 60



UP
ENGINEERING
+ SURVEYING

111 TOWER DR, SUITE 525
SAN ANTONIO, TX 78232 TEL 210-774-5504
WWW.UPENGINEERING.COM TBP F-17992
TBP FLS F-10194606

STATE OF TEXAS
COUNTY OF BEXAR

THE OWNER OF LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE USE OF THE PUBLIC, EXCEPT AREAS IDENTIFIED AS PRIVATE OR PART OF AN ENCLAVE OR PLANNED UNIT DEVELOPMENT, FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

OWNER/DEVELOPER:
SATOHARAN HOLDINGS, LLC
(830-832-7284)
RAVI SAHOTA, MANAGER

OWNER

STATE OF TEXAS
COUNTY OF BEXAR

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED —, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF _____, A.D. ____

NOTARY PUBLIC BEXAR COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MEDINA

I, LARRY SITTRE, COUNTY COMMISSIONER OF MEDINA COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, THAT A SUBDIVISION HAVING BEEN FULLY PRESENT TO THE COMMISSIONERS' COURT OF MEDINA COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF MEDINA COUNTY, TEXAS.

DATED THIS ____ DAY OF _____, 2024 A.D.

LARRY SITTRE
COUNTY COMMISSIONER
MEDINA COUNTY, TEXAS

DATE

STATE OF TEXAS
COUNTY OF MEDINA

I, KEITH LUTZ, COUNTY JUDGE OF MEDINA COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, THAT A SUBDIVISION HAVING BEEN FULLY PRESENT TO THE COMMISSIONERS' COURT OF MEDINA COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF MEDINA COUNTY, TEXAS.

DATED THIS ____ DAY OF _____, 2024 A.D.

KEITH LUTZ
COUNTY JUDGE
MEDINA COUNTY, TEXAS

DATE

STATE OF TEXAS
COUNTY OF MEDINA

I, GINA CHAMPION, COUNTY CLERK OF SAID COUNTY DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, THAT THE FOREGOING INSTRUMENT IN WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 2024 A.D. AT ____ O'CLOCK, A.M. AND DULY RECORDED THIS ____ DAY OF _____, 2024 A.D. AT ____ O'CLOCK, A.M. IN THE PLAT RECORDS OF SAID COUNTY CABINET ____ SLIDE ____

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN HONDO, TEXAS, THE DATE SHOWN ABOVE WRITTEN

GINA CHAMPION
COUNTY CLERK
MEDINA COUNTY, TEXAS

DATE

From: [Jason Gunn](#)
To: [Jennifer Adlong](#)
Cc: [Larry Sittre](#)
Subject: FW: MEDINA COUNTY PLAT SUBMITTAL PACKAGE. RAVI C-STORE (SE CORNER FM-1957 @ CR-381)
Date: Tuesday, December 17, 2024 9:25:40 AM
Attachments: [image001.png](#)

Good Morning Jennifer,

This developer reached out to me this morning regarding plat approval. I spoke to the Commissioner yesterday afternoon and I wanted to clarify our position. TxDOT has already issued our LOC approving the development's plat, so if this is all they are requesting approval from the County we have no objection.

They are waiting on updated drainage information from us before they issue revised construction plans, and after we approve plans they will be submitting a Donation Agreement for a new right turn deceleration lane on FM-1957, so driveway permitting is probably months away but I don't foresee any roadblocks that would prevent this development from being approved by TxDOT.

TxDOT and Medina County will still have driveway permitting authority to ensure the development follows all rules and regulations, and I'll make sure to keep you updated on any status changes we have with the developer. If you have any questions please feel free to contact me.

Jason Gunn
Technical Project Manager
830-741-6627 (Office)
830-423-4690 (Cell)
Hondo Area Office
San Antonio District



From: Tyler Smith <tyler@upengineering.com>
Sent: Tuesday, December 17, 2024 8:53 AM
To: Jason Gunn <Jason.Gunn@txdot.gov>
Cc: Natasha Uhlrich <natasha@upengineering.com>; Ravi <ravisahota@gmail.com>; Erik Carmona <erik@upengineering.com>
Subject: Fwd: MEDINA COUNTY PLAT SUBMITTAL PACKAGE. RAVI C-STORE

This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Morning Jason -

Medina County may be reaching out to you today about the plat we are working on at the

SW corner of Potranco Rd and CR 381.

Per the County Commissioner they will not approve the plat until a TxDOT driveway permit is obtained, see email below.

It was our understanding that only a TxDOT LOC was required for the plat, not a TxDOT 1058 (which is only required for addressing).

Can you please confirm if we need to obtain the 1058 prior to plat recordation?

Thanks,

Tyler Smith, PE

UP Engineering + Surveying

TBPE F-17992 | TBPELS F-10194606

111 Tower Dr. Suite 325

San Antonio, TX 78232

O. 210.774.5504 ext 104

Tyler@upengineering.com

www.upengineering.com

----- Forwarded message -----

From: **Jennifer Adlong** <jennifer.adlong@medinatx.org>

Date: Mon, Dec 16, 2024 at 3:57 PM

Subject: RE: MEDINA COUNTY PLAT SUBMITTAL PACKAGE. RAVI C-STORE

To: Erik Carmona <erik@upengineering.com>

Cc: Natasha Uhlrich <natasha@upengineering.com>, tyler@upengineering.com
<tyler@upengineering.com>

Good Afternoon!

I spoke with Commissioner Sittre just now and he is wanting the TxDOT permit approved before Commissioners Court will approve.

He said he will call TxDOT tomorrow to find out the status of the application.

Let me know if you have any questions.

Jennifer Adlong

Administrative Assistant | Medina County Judge's Office

1300 Avenue M | Room 250 | Hondo, TX 78861

Voice (830) 741-6020 | Fax (830) 741-6025

jadlong@medinatx.org

Website www.medinacountytexas.org



From: Erik Carmona <erik@upengineering.com>
Sent: Wednesday, December 11, 2024 5:15 PM
To: Jennifer Adlong <jennifer.adlong@medinatx.org>
Cc: Natasha Uhlich <natasha@upengineering.com>; tyler@upengineering.com
Subject: Re: MEDINA COUNTY PLAT SUBMITTAL PACKAGE. RAVI C-STORE

Good afternoon Jennifer,

Just wanted to confirm that you received our plat submittal.

Is there any additional information you may need from us at this time ?

Thank you,

Erik Carmona

UP Engineering + Surveying

TBPE F-17992 | TBPELS F-10194606

111 Tower Drive, Suite 325

San Antonio, TX 78232

O.210.774.5504 EXT. [111](tel:2107745504)

www.upengineering.com

From: Erik Carmona <erik@upengineering.com>
Sent: Friday, November 22, 2024 3:35 PM
To: Jennifer Adlong <jennifer.adlong@medinatx.org>
Cc: tyler@upengineering.com <tyler@upengineering.com>
Subject: MEDINA COUNTY PLAT SUBMITTAL PACKAGE. RAVI C-STORE

Good afternoon, Jennifer

Please find below a Dropbox link containing all the required documents for the Plat submission to Medina County:

<https://www.dropbox.com/scl/fo/slb8hevbpvzb9bzda5jpi/AELB1GXVt0T56VtMkTVEScU?rlkey=30r4wfkuc4z2her14faf5tce6&st=5h6dnt14&dl=0>

We have included all the necessary documents for your review. However, please note that Form 1058 is currently in process. Once it has been approved and signed by TxDOT, we will promptly provide it to the County for inclusion in the submittal.

Please confirm if you require any additional documents or information.

Thank you for your time and assistance. Please don't hesitate to reach out if you have any questions or need further clarification.

Erik Carmona

UP Engineering + Surveying

TBPE F-17992 | TBPELS F-10194606

111 Tower Drive, Suite 325

San Antonio, TX 78232

O.210.774.5504 EXT. [111](tel:2107745504)

www.upengineering.com





**MEDINA COUNTY
COMMISSIONERS COURT ITEM SUMMARY SHEET**

Agenda Item 11.

Meeting Date: 12/30/2024

Item Title: Appraisal District Building Purchase / Renovation

Submitted By:

Summary of Request/Problem

Presentation and discussion with the Medina Central Appraisal District regarding the possible purchase and renovation of The Ridge Building located at 728 18th Street, Hondo (Johnette Dixon, Chief Appraiser)

Recommendation/Action Requested and Justification



**MEDINA COUNTY
COMMISSIONERS COURT ITEM SUMMARY SHEET**

Agenda Item 12.

Meeting Date: 12/30/2024
Item Title: SART Report
Submitted By:

Summary of Request/Problem

Presentation of Sexual Assault Response Team (SART) Biennial Report (Scott Simpson, Criminal District Attorney's Office)

Recommendation/Action Requested and Justification



**MEDINA COUNTY
COMMISSIONERS COURT ITEM SUMMARY SHEET**

Agenda Item 13.

Meeting Date: 12/30/2024
Item Title: ARPA Funds - Yancey WSC
Submitted By:

Summary of Request/Problem

Discuss and take possible action to approve the American Rescue Plan Agreement with Yancey Water Supply Corporation for construction of Megans Landing Reuse Plant

Recommendation/Action Requested and Justification

Attachments

ARPA - Yancey WSC Megans Landing

**AMERICAN RESCUE PLAN AGREEMENT
BETWEEN
MEDINA COUNTY, TEXAS AND YANCEY WATER SUPPLY CORPORATION**

This Agreement (this *Agreement*) is entered into by and between Medina County, Texas, a political subdivision of the State of Texas (the *County*), and Yancey Water Supply Corporation (*Yancey WSC*), pursuant to the American Rescue Plan Act, as amended (the *Act*), and is effective upon the date of its execution (the *Effective Date*). The County and Yancey WSC are referred to herein, individually, as a *Party* and, collectively, as the *Parties*.

PREAMBLE

WHEREAS, on March 11, 2021, the Act was signed into law providing federal funding relief for American workers, families, industries, and state and local governments; and

WHEREAS, pursuant to the Act, the County has or will receive periodic funding from the U.S. Treasury Department that the County has determined to use on, among other authorized matters, certain water infrastructure projects (the *ARPA Funds*); and

WHEREAS, Yancey WSC has identified a water infrastructure project that is suitable for development within the County as further defined herein (the *Project*); and

WHEREAS, the Commissioners Court (the *Court*) of the County recognizes the importance of its continued role in local economic development and the protection and promotion of the health, safety, and welfare of its inhabitants; and

WHEREAS, the Court desires to allocate a portion of ARPA Funds to Yancey WSC for completion of the Project which purpose shall be for the benefit of Medina County residents;

NOW, THEREFORE, for and in consideration of the above stated recitals, which are made a part of this Agreement for all purposes, the benefits described below, and the mutual promises expressed herein, the sufficiency of which is hereby acknowledged by the Parties, the Parties hereby contract, covenant, and agree as follows:

I. DEFINITIONS

1.01 Construction of Terms. All terms and phrases defined herein shall have the meanings and definitions ascribed thereto. Terms that have well known technical, municipal, or construction or water industry meanings are used in accordance with such recognized meanings, unless otherwise defined herein or unless the context clearly indicates a different meaning. If appropriate in the context of this Agreement, words of the singular shall be considered to include the plural, words of the plural shall be considered to include the singular, and words of the masculine, feminine, or neuter gender shall be considered to include the other genders.

1.02 Definition of Certain Terms. As used in this Agreement, and in addition to those terms defined in the preamble above, the following terms shall have the meanings set out below:

Authorizing Order means County Order No. 01-123024 adopted by the Court on December 30, 2024, which Order authorizes the County's entering into this Agreement and other matters necessary or incidental to the foregoing, all in accordance with the Act.

Award means, as further defined and described in Section 3.01, an amount no greater than \$125,000.00 payable to Yancey WSC pursuant to this Agreement solely from ARPA Funds.

Bankruptcy Event means (a) commencement of an involuntary proceeding or an involuntary petition shall be filed seeking (i) liquidation, reorganization, or other relief in respect to Yancey WSC or of a substantial part of the assets of Yancey WSC under any insolvency or debtor relief law or (ii) the appointment of a receiver, trustee, liquidator, custodian, sequestrator, conservator, or similar official for Yancey WSC or a substantial part of Yancey WSC's assets and, in any case referred to in the foregoing clauses (i) and (ii), such proceeding or petition shall continue undismissed for sixty (60) days or an order or decree approving or ordering any of the foregoing shall be entered; or (b) Yancey WSC shall (i) apply for or consent to the appointment of a receiver, trustee, liquidator, custodian, sequestrator, conservator or similar official for Yancey WSC or for a substantial part of Yancey WSC's assets, or (ii) generally not be paying its debts as they become due unless such debts are the subject of a bona fide dispute, or (iii) make a general assignment for the benefit of creditors, or (iv) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition with respect to it described in clause (b)(i) of this definition, or (v) commence a voluntary proceeding under any insolvency or debtor relief law, or file a voluntary petition seeking liquidation, reorganization, an arrangement with creditors or an order for relief under any insolvency debtor relief law, or (i) file an answer admitting the material allegations of a petition filed against it in any proceeding referred to in the foregoing clauses (i) through (v), inclusive, of this part (b), and, in any case referred to in the foregoing clauses (i) through (v), such action has not been cured within twenty (20) days thereafter.

Yancey WSC's Certification of Completion and Payment Request means a written certification of completion from Yancey WSC to the County requesting payment of the Award in full. *Yancey WSC's Certification of Completion and Payment Request* shall be in the format attached hereto and incorporated herein for all purposes as Exhibit A.

Force Majeure Event means war, act of terrorism, civil commotion, pandemic (excluding the ongoing COVID-19 pandemic), epidemic, quarantine, fire, severe flood, hurricane, tornado, explosion, court order, or change in requirements of applicable law in existence as of the date hereof or other similar events or circumstances that are outside of Yancey WSC's control, but only to the extent that such events or circumstances delay final completion of the Project or otherwise make Yancey WSC's construction of the Project impracticable or impossible after taking reasonable steps to mitigate the effects thereof.

Project means those specified improvements identified in Schedule I attached hereto and incorporated herein for all purposes.

State means the State of Texas.

Term means the period of time commencing on the Effective Date and concluding on the Termination Date.

Termination Date means, subject to the provisions of Section 3.02 herein, the later of December 31, 2026 or the date on which the County pays the Award in full.

II. AUTHORITY AND TERM

2.01 Authority. The County enters into this Agreement pursuant to the authority granted thereto under the Constitution and general laws of the State and the Authorizing Order. Yancey WSC enters into this Agreement pursuant to its general corporate powers.

2.02 Term. This Agreement shall become effective and enforceable on the Effective Date and shall continue through the Termination Date. Notwithstanding anything to the contrary, this Agreement may be extended by mutual agreement of the Parties.

III. PARTY COMMITMENTS

3.01 Agreement to Construct; Payment of Available Funds. Yancey WSC hereby agrees to construct the Project. In exchange for such agreement to construct the Project, the County hereby agrees to reimburse Yancey WSC the sum of \$125,000.00 (the *Award*), solely payable from ARPA Funds as further explained in Section 3.03 herein. Payment to Yancey WSC shall be subject to Yancey WSC's compliance with the provisions of Section 3.04 hereof.

3.02 Early Termination; Timely Request for Installments. As determined by the County in its sole discretion, the County shall have the right, with or without cause, to cancel and terminate this Agreement at any time. Such cancellation shall terminate the County's obligation to fund the Project. Yancey WSC waives all claims against the County, including equitable claims, for damages incurred as a result of any such cancellation and termination.

In addition to the foregoing, Yancey WSC's failure to qualify for payment by the first anniversary of the County's execution of this Agreement shall result in the termination of the County's continuing obligations hereunder, notwithstanding that Yancey WSC may have incurred liabilities that are otherwise eligible for payment. If any portion of the Award remains unpaid to Yancey WSC as of the date of Termination, to the extent permitted by law, the County shall be permitted hereunder to reallocate such unpaid portion for any lawful purpose. Yancey WSC hereby disclaims any claim against the County for liability in the event the County terminates this Agreement as a result of Yancey WSC's failure to timely qualify for payment, as hereinbefore specified.

3.03 Limited Source of Payment; Project Costs Greater Than Award. The Award is payable solely from ARPA Funds. Unless specifically approved by the Court, no other funds, revenues, taxes, or income of any kind shall be used to pay the Award. No obligation arising hereunder or under an agreement hereunder referenced, under any circumstances shall give rise to or create a charge against the general credit or taxing power of the County or constitute a debt or other obligation of the County payable from any source other than those specifically identified in this Section 3.03.

Notwithstanding any provision of this Agreement to the contrary, the County makes no warranty, either express or implied, that the available source of payment or the Award itself will be sufficient for its intended purposes; rather, the Parties anticipate that the Project costs will be

greater than the available source of payment. The Parties hereby agree that Yancey WSC shall bear one hundred percent (100%) of Project costs, notwithstanding its ability to directly pay or reimburse itself for prior payment of Project costs from the Award.

3.04 Payments for Project Costs.

(a) **General.** The following procedures set forth in this Section shall apply to Yancey WSC's request for payment upon completion of the Project.

(b) **Payment Request.** Within thirty (30) days of the Project completion, Yancey WSC shall deliver to the County the following:

i. A certification for payment (a copy of which is included herein as Exhibit A executed by the Project engineer or construction manager or authorized Yancey WSC representative that the identified Project work has been performed and identifying the actual cost thereof;

ii. A "bills paid" affidavit from each contractor;

iii. Copies of all supporting invoices with respect to such payment of actual costs to substantiate the request;

iv. A certification from Yancey WSC (see Exhibit A) that, as of the date of such payment request, the representations and warranties herein made by Yancey WSC remain true, accurate, and complete, that there then exists no default or event of default hereunder, and that Yancey WSC is unaware of a fact, condition, or circumstance that could result, or with the passage of time will result, in a default or event of default hereunder;

v. Written evidence that the Project engineer or construction manager has conducted a review, the results of which confirm that the subject Project was constructed in accordance with the plans and specifications therefor; and

vi. Any other information the County may request to satisfy the County's reporting requirements to the U.S. Department of Treasury relative to ARPA Funds.

The County shall have no obligation to pay the Award hereunder if Yancey WSC fails to comply with the requirements of Section 3.04(b) above.

3.05 Governing Regulations and Construction Standards. Notwithstanding execution of this Agreement, Yancey WSC agrees to adhere to all state and local law and regulation of any entity (whether political subdivision or agency) having jurisdiction over the Project, whether during construction or after its completion.

3.06 Payment of Costs. Timely payment of Project costs, regardless of their recovery by Yancey WSC in the form of the Award, shall represent the sole and exclusive responsibility of Yancey WSC. Award proceeds shall only be used to pay expenses that are capitalizable Project costs in accordance with Generally Accepted Accounting Principles. In no event shall Award proceeds be used for Yancey WSC operating and maintenance expenses.

IV. ASSIGNMENT OF COMMITMENTS AND OBLIGATIONS

Yancey WSC's right to receive the Award is assignable with the County's written agreement, but the County's payment of the Award is conditioned on compliance with the terms of this Agreement (regardless of who is entitled to receive the Award).

V. DEFAULT AND NOTICE

5.01 Notice and Opportunity to Cure. If either Party defaults in its obligations under this Agreement, the other Party must, prior to exercising a remedy available to that Party due to the default, give written notice to the defaulting Party, specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting Party at least thirty (30) calendar days from receipt of the notice to cure the default. If the nature of the default is such that it cannot reasonably be cured within the thirty (30) calendar day period, the commencement of the cure within the thirty (30) calendar day period and the diligent prosecution of the cure to completion will be deemed a cure within the cure period. Notwithstanding the foregoing, the occurrence of a Bankruptcy Event shall result in immediate default hereunder without opportunity to cure.

5.02 Enforcement. The Parties may enforce this Agreement by any proceeding at law or equity. Failure of either Party to enforce this Agreement shall not be deemed a waiver to enforce the provisions of this Agreement thereafter. The Parties agree that monetary damages are not a sufficient remedy for a default of this Agreement. As a remedy for default, the non-defaulting party shall be entitled to equitable relief, including specific performance of this Agreement, but not monetary damages. In addition to the foregoing, a remedy to each Party for the other's default hereunder, after compliance with Section 5.01 hereof, shall be termination of this Agreement.

5.03 Litigation. In the event of any third-party lawsuit or other claim relating to the validity of this Agreement or any actions taken by the Parties hereunder, Yancey WSC and the County intend to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution of their respective rights and obligations under this Agreement. The County's participation in the defense of such a lawsuit is expressly conditioned on budgetary appropriations for such action by the Court and shall be covered by Article VII hereof, as applicable. The filing of any third-party lawsuit relating to this Agreement or the Project will not delay, stop or otherwise affect Yancey WSC's receipt of Installments, unless otherwise required by a court of competent jurisdiction.

5.04 Notices. Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed received on the earlier of (i) actual receipt by mail, Federal Express or other delivery service, fax, email or hand delivery; or (ii) three (3) business days after being sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to the County or Yancey WSC, as the case may be, at the address stated below.

Any notice mailed to the County shall be addressed:

Medina County
Attn.: County Judge
1300 Avenue M, Room 250
Hondo, Texas 78861
Phone: (830) 741-6020
Fax: (830) 741-6025
Email: keith.lutz@medinatx.org

Any notice mailed to Yancey WSC shall be addressed:

Temple (Scooter) Mangold
Yancey Water Supply Corporation
P.O. Box 127
Yancey, Texas 78886
Phone: (830) 741-5264
Fax: (830) 741-8009
Email: scootermangold@att.net

Any Party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

VI. REPRESENTATIONS, WARRANTIES, AND COVENANTS

6.01 Mutual Representations, Warranties, and Covenants of the Parties. The Parties acknowledge that each Party is acting in reliance upon the other Party's performance of its obligations under this Agreement in making the decision to commit substantial resources and money to the Project. In recognition of such mutual reliance, each Party represents and warrants to the other that it shall employ commercially reasonable efforts to perform its duties and obligations hereunder and shall adhere to the requirements of this Agreement.

6.02 County Representations, Warranties, and Covenants. The County has, pursuant to the Authorizing Order, taken all requisite and necessary actions to enter into this Agreement, and this Agreement represents a valid and binding agreement of the County, subject to governmental immunity and principles of bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights in general and by general principles of equity.

6.03 Yancey WSC Representations, Warranties, and Covenants.

(a) This Agreement is a valid and enforceable obligation of Yancey WSC and is enforceable against Yancey WSC in accordance with its terms, subject to bankruptcy, insolvency, reorganization, or similar laws affecting the enforcement of creditors' rights in general and by general equity principles.

(b) Yancey WSC has the power and authority to enter into this Agreement, and has taken all actions necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered on behalf of Yancey WSC.

(c) Yancey WSC has sufficient knowledge, experience, and financial resources to perform its obligations under this Agreement in accordance with all duties, obligations, regulations, governing regulation requirements, and other applicable law affecting or required to perform the work with respect to the Project and, in this regard, Yancey WSC shall:

i. provide, or cause to be provided, all materials, labor, and services for completing the Project, which materials, labor, and services shall be of adequate quality when graded against industry standards and the construction requirements identified in this Agreement;

ii. bid, procure, supervise, manage, perform, and from time to time provide information relating to such work regarding compliance with all duties, obligations, regulations, code and legal requirements arising under this Agreement and any governing regulation with jurisdiction over the Project;

iii. apply its financial resources against payment of the Project costs when and as due, without reliance on the availability of any Installments; and

iv. obtain or cause to be obtained, all necessary permits and approvals from the County and/or all other governmental entities having jurisdiction or regulatory authority over the Project and, with respect thereto, pay or cause to be paid all applicable permit or similar fees.

(d) Yancey WSC acknowledges and agrees that, pursuant to State law, Yancey WSC is required to make information regarding its contractual relationships regarding construction or acquisition of the Project generally available as public records. In this regard, Yancey WSC acknowledges and agrees that any information provided by Yancey WSC to the County with respect to the Project, this Agreement, and any work performed by Yancey WSC, a contractor, or a subcontractor for the Project (including pricing and payment information) may be subject to public disclosure by the County pursuant to applicable law.

(e) All personnel supplied or used by Yancey WSC in the performance of its obligations arising under this Agreement shall be deemed employees, contractors or subcontractors of Yancey WSC and shall not be considered employees, agents, or subcontractors of the County for any purpose whatsoever. Yancey WSC shall be solely responsible for the compensation of all such personnel.

(f) Yancey WSC has delivered, unless exempted under applicable law, the Certificate of Interested Parties Form 1295 (*Form 1295*) and certification of filing generated by the Texas Ethics Commission's electronic portal, signed by an authorized agent, prior to the execution of this Agreement by the County and Yancey WSC. Yancey WSC and the County understand that none of the County or the County's representatives or consultants have the ability to verify the information included in Form 1295, and none of the County or the County's representatives or consultants have an obligation, nor have undertaken any responsibility, for advising Yancey WSC with respect to the proper completion of Form 1295 other than, with respect to the County, providing the identification numbers required for the completion of Form 1295.

(g) Yancey WSC hereby verifies that it and its parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods and services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, as amended, and to the extent such section does not contravene applicable federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israel-controlled territory, but does not include an action made for ordinary business purposes. Yancey WSC understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Yancey WSC and exists to make a profit.

(h) Yancey WSC represents that neither it nor any of its parent companies, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended, and posted on the following website pages:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, as amended, Texas Government Code and to the extent such Section does not contravene applicable federal law and excludes Yancey WSC and each of its parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. Yancey WSC understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with Yancey WSC and exists to make a profit.

(i) To the extent this Agreement constitutes a contract for goods or services for which a written verification statement is required under Section 2274.002, Texas Government Code, as amended (as added by Senate Bill 13 in the 87th Texas Legislative Session), Yancey WSC hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described

by (A) above. Yancey WSC understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Yancey WSC and exists to make a profit.

(j) To the extent this Agreement constitutes a contract for goods or services for which a written verification statement is required under Section 2274.002, Texas Government Code, as amended (as added by Senate Bill 19 in the 87th Texas Legislative Session), Yancey WSC hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, (1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; and (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" (A) means, with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. Yancey WSC understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Yancey WSC and exists to make a profit.

VII. INDEMNIFICATION

7.01 YANCEY WSC COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS THE COUNTY, THE COURT, AND ANY OTHER OFFICIAL, EMPLOYEE, AGENT, ATTORNEY, OR REPRESENTATIVE OF ANY OF THE FOREGOING (TOGETHER, THE *INDEMNIFIED PARTIES*) FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE BROUGHT BY A THIRD PARTY, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH, AND PROPERTY DAMAGE, MADE UPON ANY INDEMNIFIED PARTY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO YANCEY WSC'S ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY ACTS OR OMISSIONS OF YANCEY WSC, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT, CONTRACTOR, OR SUBCONTRACTOR OF YANCEY WSC, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS, AND REPRESENTATIVES, WHILE IN

THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNIFIED PARTY. IF A COURT OF COMPETENT JURISDICTION FINDS YANCEY WSC AND AN INDEMNIFIED PARTY JOINTLY LIABLE DUE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNIFIED PARTY, THEN LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO ANY SUCH INDEMNIFIED PARTY UNDER APPLICABLE TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES HERETO UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. YANCEY WSC SHALL IMMEDIATELY ADVISE THE COURT, IN WRITING, OF ANY CLAIM OR DEMAND AGAINST YANCEY WSC OR AN INDEMNIFIED PARTY, TO THE EXTENT AND WHEN KNOWN TO YANCEY WSC, RELATED TO OR ARISING OUT OF YANCEY WSC'S ACTIVITIES UNDER THIS AGREEMENT.

7.02 In addition to the indemnification provided in Section 7.01 above, Yancey WSC shall also require each of its contractors and subcontractors working on the Project to indemnify each Indemnified Party from and against any and all claims, losses, damages, causes of action, suits and liabilities arising out of their actions related to the performance of this Agreement, utilizing (in its entirety) the same indemnification language contained herein.

VIII. MISCELLANEOUS PROVISIONS

8.01 **Multiple Originals.** The Parties may execute this Agreement in one or more duplicate originals, each of equal dignity.

8.02 **Entire Agreement; Parties in Interest.** This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties with respect to its subject matter, and may not be amended except by a writing signed by all Parties with authority to sign and dated subsequent to the date hereof. There are no other agreements, oral or written, except as expressly set forth herein. No person, other than a Party, shall acquire or have any right hereunder or by virtue hereof.

8.03 **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State. This Agreement is performable in the County. Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in a court of competent jurisdiction located in the County. Notwithstanding the foregoing, the parties hereto agree that any dispute that may arise under this Agreement shall first be submitted to non-binding mediation, or to alternative dispute resolution proceedings, before litigation is filed in court.

8.04 Termination or Amendment by Agreement. This Agreement may only be terminated prior to the Termination Date or its terms amended by mutual written consent of the Parties.

8.05 No Oral or Implied Waiver. The Parties may waive any of their respective rights or conditions contained herein or any of the obligations of the other Party hereunder, but unless this Agreement expressly provides that a condition, right, or obligation is deemed waived, any such waiver will be effective only if in writing and signed by the party waiving such condition, right, or obligation. The failure of either party to insist at any time upon the strict performance of any covenant or agreement in this Agreement or to exercise any right, power, or remedy contained in this Agreement will not be construed as a waiver or a relinquishment thereof for the future.

8.06 No Third-Party Beneficiary. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly otherwise provided herein.

8.07 No Personal Liability. None of the members of the Court, nor any officer, agent, or employee of the County, shall be charged personally by Yancey WSC with any liability, or be held liable to Yancey WSC under any term or provision of this Agreement, or because of execution or attempted execution, or because of any breach or attempted or alleged breach, of this Agreement.

8.08 Severability. In the event any clause or provision of this Agreement is adjudged to be invalid or unenforceable, that clause or provision shall be severable and shall not invalidate the remainder of the agreement, if the essential terms and conditions of this Agreement for each Party remain valid, binding, and enforceable.

8.09 Section Headings. Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provisions of this Agreement.

{SIGNATURE PAGE FOLLOWS}

IN WITNESS HEREOF, the parties hereto have caused this instrument to be duly executed
this 30 day of December, 2024.

MEDINA COUNTY, TEXAS



By: [Signature]
County Judge

Yancey Water Supply Corporation

By: [Signature]
Temple (Scooter) Mangold

SCHEDULE I
PROJECT DESCRIPTION



Southwest Engineers

307 St. Lawrence
Gonzales, TX 78629
Phone: 830.672.7546
www.swengineers.com
TPBE No. F-1909

**Yancey Water Supply Corporation
Megans Landing Reuse Plant
Preliminary Cost Estimate
December 11, 2024**

No.	Item	Quantity	Unit	Unit Cost	Total Cost
1	~135,000 gallon Ground Storage Tank	1	L.S.	\$ 150,000.00	\$ 150,000.00
2	2~150 gpm High Service Pumps	1	L.S.	\$ 50,000.00	\$ 50,000.00
4	Support Building	1	L.S.	\$ 100,000.00	\$ 100,000.00
5	Electrical and Control Components	1	L.S.	\$ 150,000.00	\$ 150,000.00
6	Yard Piping	1	L.S.	\$ 50,000.00	\$ 50,000.00
7	Site Work & Security Fence	1	L.S.	\$ 25,000.00	\$ 25,000.00
8	SCADA	1	L.S.	\$ 50,000.00	\$ 50,000.00
9	WWTP Connection/Piping	1	L.S.	\$ 75,000.00	\$ 75,000.00
Subtotal Construction					\$ 650,000.00
Existing RPZ Tie-in					\$ 18,568.52
Land Acquisition and Easements					\$ 10,000.00
Engineering					\$ 46,865.00
SWPPP					\$ 5,000.00
Permitting					\$ 5,000.00
O & M Manual					\$ 5,000.00
Contingency					\$ 50,566.48
Subtotal Non-Construction					\$ 141,000.00
Total Megans Landing Reuse Plant Estimate					\$ 791,000.00

EXHIBIT A
YANCEY WSC'S CERTIFICATION OF COMPLETION AND PAYMENT REQUEST

STATE OF TEXAS §

COUNTY OF MEDINA §

I, the undersigned, being an authorized representative of [_____] (*Yancey WSC*), in such capacity and in connection with this Yancey WSC's Certification and Payment Request (this *Request*), made under that certain American Rescue Plan Act Agreement (the *Agreement*), dated and effective as of [_____] , by and among Yancey WSC and Medina County, Texas, do hereby request payment (reimbursement) and understand all capitalized terms in this Request are defined in the Agreement. In connect with this Request, I DO HEREBY CERTIFY:

- (1) There now exists no default under the Agreement, and no event has occurred which, with the giving of notice, passage of time, or otherwise would constitute an event of default under the Agreement.
- (2) The representations and warranties made in the Agreement are true and correct in all material respects as of this date.
- (3) The Project costs of \$125,000.00 that are the subject of this Request represent actual costs incurred by Yancey WSC, as evidenced by the invoices, executed releases, or waivers of mechanics' and materialmen's liens and receipted bills showing payment of all amounts due to all parties who have furnished materials or services or performed labor of any kind in connection with Yancey WSC's Project costs heretofore referenced that are attached hereto and included herewith.
- (4) To date hereof, approximately 100% of the Project has been completed.
- (5) All work in furtherance of the Project has been performed in a good and workmanlike manner and in compliance with applicable State and local law.
- (6) With respect to Yancey WSC's Project costs that are the subject of this request, there are no liens or encumbrances.
- (7) Yancey WSC requests payment in the amount of \$125,000.00.

DATED this the ____ day of _____, 2025.

By: _____

Title: _____



**MEDINA COUNTY
COMMISSIONERS COURT ITEM SUMMARY SHEET**

Agenda Item 14.

Meeting Date: 12/30/2024
Item Title: Grant Resolution - Rifle Resistant Body Armor
Submitted By: Eduardo Lopez, Auditor

Summary of Request/Problem

Discuss and take possible action to pass a resolution approving submission of a grant application for the FY 2026 Rifle-Resistant Body Armor Grant Program to the Office of the Governor (Grant Administrator)

Recommendation/Action Requested and Justification

Attachments

Rifle Resistant Grant
FY 2026 Rifle Resistant Grant Resolution

Name:

Rifle-Resistant Body Armor Grant Program, FY2026

Available

12/16/2024

Due Date

02/13/2025

Purpose:

The purpose of this announcement is to solicit applications from law enforcement agencies to equip peace officers with rifle-resistant body armor.

Available Funding:

State funds for these projects are authorized under the Texas General Appropriations Act, Article I, Rider 26 for Trusteed Programs within the Office of the Governor.

All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. The Public Safety Office (PSO) expects to make available \$10M for FY2026.

Eligible Organizations:

Applications may be submitted by the Texas Department of Public Safety, units of local government and educational institutions that operate law enforcement agencies employing peace officers under Article 2.12, Texas Code of Criminal Procedure; including municipalities, counties, independent school districts, universities, federally recognized Native American tribes, community colleges, and hospital districts.

All applications submitted by local law enforcement agencies/offices must be submitted by a unit of government affiliated with the agency, including an authorizing resolution from that unit of government. For example, police departments must apply under their municipal government, and community supervision and corrections departments, district attorneys, and judicial districts must apply through their affiliated county government (or one of the counties, in the case of agencies that serve more than one county).

Application Process:

Applicants must access the PSO's eGrants grant management website at <https://eGrants.gov.texas.gov> to register and apply for funding.

Key Dates:

Action	Date
Funding Announcement Release	12/16/2024
Online System Opening Date	12/16/2024
Final Date to Submit and Certify an Application	02/13/2025 at 5:00PM CST
Earliest Project Start Date	09/01/2025

Project Period:

Projects must begin on or after 09/01/2025 and may not exceed a 12 month project period.

Funding Levels

Minimum: None

Maximum: None

Match Requirement: None

Standards

Grantees must comply with standards applicable to this fund source cited in the Texas Grant Management Standards ([TxGMS](#)), [Federal Uniform Grant Guidance](#), and all statutes, requirements, and guidelines applicable to this funding.

Eligible Activities and Costs

Funds may be used for obtaining body armor compliant with the National Institute of Justice (NIJ) standard (Ballistic Resistance of Body Armor NIJ Standard-0101.06) type III (rifles) or type IV (armor piercing rifle) body armor; including bullet-resistant vests, ballistic plates, and plate carriers.

Due to the limited availability of funds, applicants are encouraged to consider the reasonable cost of their request. PSO will evaluate applications based on number of frontline peace officers and the average cost per vest.

Program-Specific Requirements

Eligible officers to equip. Grant funds may only be used to equip peace officers (as defined by Article 2.12, Texas Code of Criminal Procedure) directly employed by a law enforcement agency operated by the applicant. Funds may not be used to equip officers employed by other agencies that are not eligible to apply. PSO may prioritize the equipping of certain types of officers or applicants if the total requested funds exceed the funds appropriated by the Legislature.

Required Agency Policies. As required by Chapter 772.0075, Texas Government Code, an eligible organization may apply for grant funds only after its law enforcement agency adopts a policy addressing the:

- 1) Deployment and allocation of vests or plates to its officers; and
- 2) Usage of vests or plates by its officers.

PSO requires that the policy on usage of vests or plates include mandatory training on the proper care, fitting, inspection, use, storage, and maintenance of the armor. PSO also requires that the policy specify that body armor may not be left in patrol vehicles when an officer is not on duty to minimize the heat damage to the armor.

In crafting these policies, applicants should be aware that the inspection, storage, and replacement of body armor were identified as potential points of failure in body armor use by the Police Executive Research Forum. See ["A Practitioner's Guide To the 2011 National Body Armor Survey of Law Enforcement Officers"](#) for more information.

Personally Fitted Vest Requirement. All body armor vests purchased with grant funds must be personally fitted for individual officers, including vests specifically fitted to individual female law enforcement officers. "Personally fitted" does not require armor be individually manufactured based on the measurements of a specific wearer, but rather that it provide the best possible fit and coverage, through a combination of:

- 1) Correctly-sized panels and carrier, determined through appropriate measurement; and
- 2) Properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features.

The American Society for Testing and Materials (ASTM) International has made available the Standard Practice for Body Armor Wearer Measurement and Fitting of Armor ([Active Standard ASTM E3003](#)). The [Personal Armor Fit Assessment checklist](#), is excerpted from ASTM E3003.

Eligibility Requirements

1. Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Governments](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources [Statewide Cybersecurity Awareness Training](#) page.

2. Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. This disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

3. Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

4. In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's Sexual Assault Evidence Tracking Program website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

5. Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law

enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2026 or the end of the grant period, whichever is later.

6. Eligible applicants must be registered in the federal System for Award Management (SAM) database and have an UEI (Unique Entity ID) number assigned to its agency (to get registered in the SAM database and request an UEI number, go to <https://sam.gov/>).

Failure to comply with program or eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

Prohibitions

Grant funds may not be used to support the unallowable costs listed in the **Guide to Grants** or any of the following unallowable costs:

1. Any costs ancillary to the purchase of eligible body armor, such as policy development, training costs, and staff; and
2. Any other prohibition imposed by federal, state or local law or regulation.

Selection Process

Application Screening: The Office of the Governor will screen all applications to ensure that they meet the requirements included in the funding announcement.

Peer/Merit Review: The Office of the Governor will review applications to understand the overall demand for the program and for significant variations in costs per item. After this review, the Office of the Governor will determine if all eligible applications can be funded based on funds available, if there are cost-effectiveness benefits to normalizing or setting limits on the range of costs, and if other fair-share cuts may allow for broader distribution and a higher number of projects while still remaining effective.

Final Decisions: The Office of the Governor will consider rankings along with other factors and make all final funding decisions. Other factors may include cost effectiveness, overall funds availability, or state government priorities and strategies, legislative directives, need, geographic distribution, balance of focuses and approaches, or other relevant factors.

The Office of the Governor may not fund all applications or may only award part of the amount requested. In the event that funding requests exceed available funds, the Office of the Governor may revise projects to address a more limited focus.

Contact Information

For more information, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

Total Funds

\$10 Million

Office of the Governor
FY2026 Rifle-Resistant Body Armor Grant Program
RESOLUTION

WHEREAS, Medina County finds it in the best interest of the citizens of Medina County, that the Rifle-Resistant Body Armor Grant Program be operated for the Fiscal Year 2025-2026; and

WHEREAS, Medina County agrees to provide applicable matching funds for the said project as required by the Office of the Governor Public Safety Office Criminal Justice Division Grant Program application; and

WHEREAS, Medina County agrees that in the event of loss or misuse of the Office of the Governor funds, Medina County assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, Medina County designates the County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Medina County approves submission of the grant application for the Rifle-Resistant Body Armor Grant Program to the Office of the Governor.

Signed by: _____


Passed and Approved this 30th of December, 2024

Grant Number: _____





**MEDINA COUNTY
COMMISSIONERS COURT ITEM SUMMARY SHEET**

Agenda Item 15.

Meeting Date: 12/30/2024
Item Title: Grant Resolution - Body Worn Camera Grant
Submitted By: Eduardo Lopez, Auditor

Summary of Request/Problem

Discuss and take possible action to pass a resolution approving submission of a grant application for the Body Worn Camera Grant Program to the Office of the Governor (Grant Administrator)

Recommendation/Action Requested and Justification

Attachments

Body Worn Camera Grant
FY 2026 Body Worn Camera Grant Resolution

Name:

Body-Worn Camera Grant Program, FY2026

Available

12/16/2024

Due Date

02/13/2025

Purpose:

The purpose of this announcement is to solicit applications from law enforcement agencies to equip peace officers with body-worn cameras.

Available Funding:

State funds for these projects are authorized under the Texas General Appropriations Act, Article I, Rider 35 for Trusteed Programs within the Office of the Governor. All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. The Public Safety Office (PSO) expects to make available \$10M for FY2026.

Eligible Organizations:

Applications may be submitted by the Texas Department of Public Safety, municipalities, and counties that operate law enforcement agencies employing peace officers under Article 2.12, Texas Code of Criminal Procedure.

All applications submitted by local law enforcement agencies/offices must be submitted by a unit of government affiliated with the agency, including an authorizing resolution from that unit of government. For example, police departments must apply under their municipal government, and community supervision and corrections departments, district attorneys, and judicial districts must apply through their affiliated county government (or one of the counties, in the case of agencies that serve more than one county).

Application Process:

Applicants must access the PSO's eGrants grant management website at <https://eGrants.gov.texas.gov> to register and apply for funding.

Key Dates:

Action	Date
Funding Announcement Release	12/16/2024
Online System Opening Date	12/16/2024

Final Date to Submit and Certify an Application	02/13/2025 at 5:00PM CST
Earliest Project Start Date	09/01/2025

Project Period:

Projects must begin on or after 09/01/2025 and may not exceed a 12 month project period.

Funding Levels

Minimum: None

Maximum: None

Match Requirement: 25%

Standards

Grantees must comply with standards applicable to this fund source cited in the Texas Grant Management Standards ([TxGMS](#)), [Federal Uniform Grant Guidance](#), and all statutes, requirements, and guidelines applicable to this funding.

Eligible Activities and Costs

Funds may be used for obtaining body-worn cameras, digital video storage, and retrieval systems or cloud-based services. Subscriptions and/or leasing services that fall within the 12-month performance period are eligible.

Program-Specific Requirements

Eligible officers. Pursuant to Sec. 1701.652, Occupations Code, grant funds may only be used to equip peace officers (as defined by Article 2.12, Texas Code of Criminal Procedure) who:

1. Engage in traffic or highway patrol or otherwise regularly detain or stop motor vehicles; or
2. Primary responders who respond directly to calls for assistance from the public.

Policy. Pursuant to Sec. 1701.655, Occupations Code, a law enforcement agency that receives a grant to provide body worn cameras to its peace officers or that otherwise operates a body worn camera program shall adopt a policy for the use of body worn cameras. The policy must ensure that a body worn camera is activated only for a law enforcement purpose and must include:

1. Guidelines for when a peace officer should activate a camera or discontinue a recording currently in progress, considering the need for privacy in certain situations and at certain locations.

2. Provisions relating to data retention, including a provision requiring the retention of video for a minimum period of 90 days.
3. Provisions relating to storage of video and audio, creation of backup copies of the video and audio, and maintenance of data security.
4. Guidelines for public access, through open records requests, to recordings that are public information.
5. Provisions entitling an officer to access any recording of an incident involving the officer before the officer is required to make a statement about the incident.
6. Procedures for supervisory or internal review.
7. The handling and documenting of equipment and malfunctions of equipment.
8. Consistent with the Federal Rules of Evidence and Texas Rules of Evidence.

The policy may not require a peace officer to keep a body worn camera activated for the entire period of the officer's shift.

Training. Pursuant to Sec. 1701.656, Occupations Code, a law enforcement agency must provide training to:

1. Peace officers who will wear the body worn cameras.
2. Any other personnel who will come into contact with video and audio data obtained from the use of body worn cameras.

Reporting. Pursuant to Sec. 1701.653, Occupations Code, a law enforcement agency shall annually report to the Texas Commission on Law Enforcement (TCOLE) regarding the costs of implementing a body worn camera program, including all known equipment costs and costs for data storage.

Eligibility Requirements

1. Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Governments](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources [Statewide Cybersecurity Awareness Training](#) page.

2. Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code

of Criminal Procedure, Chapter 66. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90 percent of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety

3. Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

4. In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's Sexual Assault Evidence Tracking Program website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

5. Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2026 or the end of the grant period, whichever is later.

6. Eligible applicants must be registered in the federal System for Award Management (SAM) database and have an UEI (Unique Entity ID) number assigned to its agency (to get registered in the SAM database and request an UEI number, go to <https://sam.gov/>).

Failure to comply with program eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

Prohibitions

Grant funds may not be used to support the unallowable costs listed in the **Guide to Grants** or any of the following unallowable costs:

1. Any costs ancillary to the purchase of body-worn cameras, video storage, and retrieval systems or cloud-based services such as policy development, training costs, and staff;
2. Any in-car cameras and/or service agreements for in-car camera software; and
3. Any other prohibition imposed by federal, state or local law or regulation.

Selection Process

PSO will screen all applications to ensure that they meet the requirements included in the funding announcement.

Applications will then be reviewed by PSO staff members or a review group selected by the executive director. PSO will make all final funding decisions based on eligibility, reasonableness, availability of funding, geographic distribution, cost effectiveness, or other relevant factors.

The Office of the Governor may not fund all applications or may only award part of the amount requested. In the event that funding requests exceed available funds, the Office of the Governor may revise projects to address a more limited focus.

Contact Information

For more information, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

Total Funds

\$10 Million

Office of the Governor
FY2026 Body Worn Camera Grant Program
RESOLUTION

WHEREAS, Medina County finds it in the best interest of the citizens of Medina County, that the Body Worn Camera Grant Program be operated for the Fiscal Year 2025-2026; and

WHEREAS, Medina County agrees to provide applicable matching funds for the said project as required by the Office of the Governor Public Safety Office Criminal Justice Division Grant Program application; and

WHEREAS, Medina County agrees that in the event of loss or misuse of the Office of the Governor funds, Medina County assures that the funds will be returned to the Office of the Governor in full.

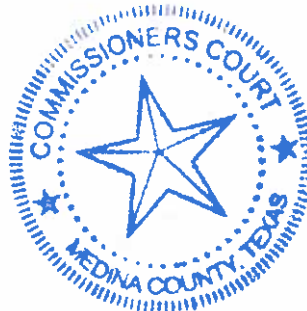
WHEREAS, Medina County designates the County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Medina County approves submission of the grant application for the Body Worn Camera Grant Program to the Office of the Governor.

Signed by: _____

Passed and Approved this 30th day of December, 2024

Grant Number: 5162402





**MEDINA COUNTY
COMMISSIONERS COURT ITEM SUMMARY SHEET**

Agenda Item 16.

Meeting Date: 12/30/2024
Item Title: Postage Machine Quote
Submitted By:

Summary of Request/Problem

Discuss and take possible action to approve an updated Pitney Bowes Inc. Quote approved December 9, 2024, for a postage/mail machine for the Tax Office

Recommendation/Action Requested and Justification

Attachments

Pitney Bowes Quote Updated

State and Local Fair Market Value Lease

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Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee

Medina County Tax Assessor- Collector

Tax ID # (FEIN/TIN)

746001106

Sold-To: Address

1102 15th St, Hondo, TX, 78861-1334, US

Sold-To: Contact Name

Melissa Lutz

Sold-To: Contact Phone #

8307416106

Sold-To: Account #

0012246626

Bill-To: Address

1102 15th St, Hondo, TX, 78861-1334, US

Bill-To: Contact Name

Melissa Lutz

Bill-To: Contact Phone #

8307416106

Bill-To: Account #

0012246626

Bill-To: Email

melissa.lutz@medinabx.org

Ship-To: Address

1102 15th St, Hondo, TX, 78861-1334, US

Ship-To: Contact Name

Melissa Lutz

Ship-To: Contact Phone #

8307416106

Ship-To: Account #

0012246626

PO #

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROMAILCENTER	MailCenter
1	1FWW	10lb Interfaced Weighing Feature
1	7W00	MailCenter Meter
1	APAXL	Cost Acctg Accounts Level (100)
1	APKG	SendPro 360 Shipping Feature
1	APSD	145/70 LPM Speed
1	CAABL	Basic Cost Acctg for SP MailCenter
1	HV1P	MailCenter Printer
1	HV96000	MailCenter Weighing Platform
1	HV8B	MailCenter 2000
1	HVSP	MailCenter Shipping Bundle
1	M9SS	USPS Tracking Services
1	ME1C	Meter Equipment - Low
1	MW90007	Drop Stacker

1	MW90067	Power Cord Kit
1	MW92705	MailCenter 15in Display
1	PTJ1	SendPro Online-PitneyShip
1	PTJ4	Multicarrier Sending App w HW or Meter
1	PTJ8	SPO-PitneyShip Mailing included w HW
1	PTJC	SPO-PitneyShip Individual
1	PTJN	Single User Access
1	PTK1	Web Browser Integration
1	PTK3	Meter Integration
1	PTKHV	PitneyShip MailCenter Integration
1	SJM2	SoftGuard - 2000
1	STDsla	Standard SLA-Equipment Service Agreement (for MailCenter)

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 425.51	\$ 1,276.53

*Does not include any applicable sales, use, or property taxes which will be billed separately.
If the equipment listed above is replacing your current meter, your current meter will be taken out of service once this lease commences.

- () Tax Exempt Certificate Attached
 () Tax Exempt Certificate Not Required
 (X) Purchase Power® transaction fees included
 () Purchase Power® transaction fees extra

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms and conditions of your State's/Entity's/Cooperative's contract, including the Pitney Bowes Terms, which are available at <http://www.pb.com/states> and are incorporated by reference (collectively, this "Agreement"). The terms and conditions of this Agreement will govern this transaction and be binding on us after we have completed our credit and documentation approvals process and have signed below. The lease requires you either provide proof of insurance or participate in the ValueMAX® equipment protection program (see Section L9 of the Pitney Bowes Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

BuyBoard #775-24

State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Stanford Todd

stanford.todd@pb.com

Account Rep Name

Email Address

PBGFS Acceptance





**MEDINA COUNTY
COMMISSIONERS COURT ITEM SUMMARY SHEET**

Agenda Item 17.

Meeting Date: 12/30/2024
Item Title: ESD Board Appointments
Submitted By:

Summary of Request/Problem

Discuss and take possible action to appoint board commissioners to the following Emergency Services Districts:

- Emergency Service District No. 2
- Emergency Service District No. 5

Recommendation/Action Requested and Justification

Attachments



**MEDINA COUNTY
COMMISSIONERS COURT ITEM SUMMARY SHEET**

Agenda Item 18.

Meeting Date: 12/30/2024
Item Title: Treasurer Course Completion
Submitted By:

Summary of Request/Problem

Acknowledgment of County Treasurer Debra Graff completion of Public Information Act and Open Meetings Act training

Recommendation/Action Requested and Justification

Attachments

Course Certificates

From: **Debra Graff**
debra.graff@medinatx.org
Subject: **FW: Public Information Act
Training Confirmation and
Certificate**
Date: **Dec 7, 2024 at 5:04:03 PM**
To: **graffdebra@gmail.com**

From: Office of the Attorney General <noreply@texasattorneygeneral.gov>
Sent: Thursday, December 5, 2024 5:19 PM
To: Debra Graff <debra.graff@medinatx.org>
Subject: Public Information Act Training Confirmation and Certificate

CERTIFICATE of COURSE COMPLETION

Public Information Act

I, **Debra Graff**, certify that I have completed a course of training on the Texas Public Information Act that satisfies the legal requirements of Government Code, Section 552.012.

Certificate is issued effective this 5th of December, 2024.



NOTICE TO CERTIFICATE HOLDER: You are responsible for the safekeeping of this document as evidence that you have completed this open government training course. The Office of the Attorney General does not maintain a record of course completion for you and is unable to issue duplicate certificates. Government Code Section 552.012(e) requires the governmental body with which you serve to maintain this Certificate of Course Completion and make it available for public inspection.

If you have any questions, please contact the Open Government Hotline 1-877-673-6839.

Debra Graff

From: Office of the Attorney General <noreply@texasattorneygeneral.gov>
Sent: Monday, December 9, 2024 2:06 PM
To: Debra Graff
Subject: Open Meetings Act Training Confirmation and Certificate

CERTIFICATE *of* COURSE COMPLETION

Open Meetings Act

I, **Debra Graff**, certify that I have completed a course of training on the Texas Open Meetings Act that satisfies the legal requirements of Government Code, Section 551.005.

Certificate is issued effective this 9th of December, 2024.



NOTICE TO CERTIFICATE HOLDER: You are responsible for the safekeeping of this document as evidence that you have completed this open government training course. The Office of the Attorney General does not maintain a record of course completion for you and is unable to issue duplicate certificates. Government Code Section 551.005(c) requires the governmental body with which you serve to maintain this Certificate of Course Completion and make it available for public inspection.

If you have any questions, please contact the Open Government Hotline 1-877-673-6839.