

MARGIE R IBARRA
COUNTY CLERK
FILED

2024 JAN 22 PM 3: 38

WEBB COUNTY, TEXAS

BY MBW DEPUTY

FLOOD PLAIN DEVELOPMENT PERMITTING AGREEMENT

by and between

WEBB COUNTY, TEXAS,

And

TDB World Industrial Park LLC

Dated as of Jan, 22 2024

World Logistics Park

in

WEBB COUNTY, TEXAS

LAND DEVELOPMENT AGREEMENT

THIS LAND DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into effective as of January 22, 2024 (the "Execution Date") by and between the **WEBB COUNTY, TEXAS**, a political subdivision of the State of Texas ("County"), and **TDB World Industrial Park LLC**, a Texas limited liability company (hereinafter referred to as "Company" or "**TDB**"). County and Company are sometimes collectively referred to herein as the "Parties" and individually as a "Party".

RECITALS

WHEREAS, County regulates development of real property situated in the unincorporated areas of Webb County, Texas; and

WHEREAS, TDB desires to enter into Agreement with the County to undertake the development, construction, operation and maintenance of an industrial park known as the World Logistics Park (hereinafter referred to as "Project") within the unincorporated area of Webb County prior to the issuance of a Letter of Map Revision (LOMR) from the Federal Emergency Management Agency (FEMA); and

WHEREAS, the World Logistics Park development is located in the unincorporated area of Webb County, Texas and further set out by meets and bounds in Exhibit A which is attached and incorporated into this agreement by reference (hereinafter referred to as "Location"); and

WHEREAS, TDB shall meet the minimum County regulatory requirements for the development of the Project including the improvement of certain flood hazard areas within the Project which will result in a Letter of Map Revision ("LOMR"); and

WHEREAS, in order to issue floodplain development permits for the construction and development of the project and to guarantee compliance with County Regulations and guarantee completion of infrastructure necessary and required to comply with County Regulations prior to the issuance of and receipt of a Letter of Map Revision ("LOMR") TDB shall provide an irrevocable letter of credit ("Letter of Credit") in the amount of \$58,400.00 dollars as a financial guarantee ("Financial Guarantee), made payable to the benefit of Webb County, prior to beginning construction of the Project.

NOW, THEREFORE, for and in consideration of the respective covenants and agreements of the Parties herein set forth the Parties, County and TDB, intending to be legally bound, hereby agree as follows:

1. **Definitions and Usage.** The capitalized terms used in this Agreement shall have the meanings assigned to them in the Agreement.
2. **County Representative/Floodplain Administrator.** County hereby designates the Director of the Webb County Planning Department and Floodplain Administrator (or successor of the Planning Department) as the representative of the County ("County Representative"), who shall be authorized to act on behalf of County under this Agreement; provided, however, that County Representative

shall only be authorized to act with respect to design and construction matters that relate to the authority of Webb County to regulate development activity in the unincorporated areas of Webb County. County shall have the right, from time to time, to change the individual or individuals who are the County Representative by giving at least ten (10) days' prior written notice to Company thereof. Any written Approval, decision, confirmation or determination of any one of the individuals from time to time serving as the County Representative acting alone and without the joinder of the other individuals then serving as the County Representative shall be binding on County but only in those instances in which this Agreement specifically provides for the approval, decision, confirmation or determination of the County Representative and in no other instances; provided, however, that notwithstanding anything in this Agreement to the contrary, the County Representative shall not have any right to modify, amend or terminate this Agreement. All amendments or changes to this agreement shall require Webb County Commissioners Court approval.

3. **Company Representative.** TDB hereby designates Ricardo M. Villarreal, P.E., R.P.L.S. to be the representative of TDB (the "TDB Representative or Company Representative"), who shall be authorized to act on behalf of TDB under this Agreement; provided, however, that TDB Representative shall only be authorized to act with respect to design and construction matters and only prior to Final Completion of the Project. TDB shall have the right, from time to time, to change the individual who is the TDB Representative by giving at least ten (10) days' prior written notice to County thereof. With respect to any such action, decision or determination to be taken or made by TDB under this Agreement, the TDB Representative shall take such action or make such decision or determination or shall notify County in writing of the person(s) responsible for such action, decision or determination and shall forward any communications and documentation to such person(s) for response or action. Any written approval, decision, confirmation or determination hereunder by the TDB Representative shall be binding on TDB; provided, however, that notwithstanding anything in this Agreement to the contrary, the TDB Representative shall not have any right to modify, amend or terminate this Agreement. At any time TDB may change its TDB Representative or project manager and shall notify the County in writing as soon as practical indicating the revocation of said individual's authority to bind the TDB.
4. **Company Obligations.** TDB will provide a detailed hydrologic and hydraulic (hereinafter referred to as "H&H") engineering study and FEMA MT-2 application together with applicable fees for a LOMR (Letter of Map Revision) for the entire Location as required by Webb County's Flood Damage Prevention Order (herein referred to as "FDPO") to determine the boundaries of the flood hazard area, establish base flood elevations and secure FEMA approval.
 - a. County and Company acknowledge and agree that an H&H study of existing conditions of the Location must be submitted and approved by County and submitted to FEMA before any development permit is issued and the Project may begin construction.
 - b. In lieu of awaiting final FEMA approval and acceptance of the LOMR and to allow TDB to move forward with construction of the Project and County to issue required floodplain development permits, TDB shall provide an irrevocable letter of credit to the sole beneficiary, Webb County, a political subdivision of the State of Texas, in the amount of \$58,400.00 ("Financial Guarantee"), the form of which shall be satisfactory to Webb County, to ensure the approval of a LOMR and the remediation of any portion of the development which does not

comply with the FDPO or the LOMR. In furtherance of such assurances, TDB agrees to and shall remediate any non-compliant development in the event that FEMA identifies any additional flood hazards that were not depicted or identified in the initial LOMR application.

- c. Upon submission of the initial MT-2 application to FEMA and the receipt of an executed letter of credit and assurances as set out in this Agreement, the Webb County Floodplain Administrator has agreed to process applications for floodplain development permits to authorize the project's development while simultaneously processing the LOMR application. This will be done with the understanding that TDB will continue to work closely with FEMA to incorporate any comments received on the hydraulic modelling, MT-2 application, floodplain or floodway development and will adjust proposed development accordingly to incorporate the received comments as necessary.
 - d. During the pendency of the LOMR application, all floodplain development permitting shall be based upon all flood hazards identified through a combination of the existing FIRM, local regulatory buffers and the results of the H&H analysis shown in the LOMR application whichever is more restrictive. In no event shall a regulated flood hazard area identified by either the effective FIRM or the Webb County Flood Damage Protection Order (hereinafter referred to as "FDPO") be removed from regulation based on the results of the H&H study until the FIRM is officially amended or revised by FEMA through a Letter of Map Revision.
 - e. TDB will submit to County a site plan of all proposed development with an overlay of the flood hazards described above for the Location, which establishes block numbers of the various developmental units or activities for the ease of identifying development sites for the issuance of permits. The site plan will be utilized by the Floodplain Administrator to identify and establish permitting.
 - f. TDB shall comply with all provisions of the Webb County FDPO and secure all local floodplain development permits before commencing any development.
 - g. TDB will work with the Floodplain Administrator to identify project phases to establish timing schedules for permitting needs.
5. **Utilities.** The right of the County to regulate the development shall include the construction of any building that requires water, electricity and sewer. The County Representative will provide to Company a copy of any County Regulatory Orders that are applicable and will provide guidance as to their requirements. Company may modify its design if such utilities or appurtenances do not comply with any County Regulatory Orders. County Regulatory Order means any Webb County Order that regulates the unincorporated area of Webb County.
- a. (a) all such utilities and appurtenances shall be located in the defined construction plans by a declaration of utility location.
 - b. (b) all pipes, lines, and other improvements shall be buried to a depth that is required by either Federal, State or local laws subject to whichever is more stringent; and
 - c. (c) Company shall seek permission and retain the right to cross utilities and appurtenances and to construct roads, sidewalks and driveways over utilities and appurtenances when required by

law. All construction of utility lines and appurtenances shall be promptly coordinated and completed in such a manner as not to interfere with the ownership or interest rights of others that are not parties to this agreement unless permitted by law.

6. **Parking.** The Parties shall work together and, Company shall agree to locate incidental structures outside the floodplain during development to avoid the loss of life and property in the event of a 100 year flood. Upon Completion, those locations that result in being located in a floodplain must either be mitigated, removed from the floodplain or returned to their preexisting conditions.
 - a. The Parties shall work together to explore reasonable locations to store vehicles, equipment and incidental structures during the development of the location. The Parties acknowledge the Company is not prohibited from utilizing the Location or Land adjacent to the Location to provide storage of said vehicles, equipment and incidental structures during development. The utilization of those adjacent Lands must still conform to the regulatory authority of the County. If permission to use the adjacent land is required by a landowner not a party to this agreement Company may not use this agreement as authorization to use an adjacent landowner's property without adjacent landowner's permission.
7. **Term.** The term of this Agreement (the "**Term**") shall commence at 12:00 a.m. on the day immediately following the Execution Date of this Agreement and expire thirty calendar days after the County receives a finalized LOMR from FEMA regarding the Location, all construction has been completed and inspected by the County Representative.
8. **Options to Extend.** If Company does not commence the project within 180 days from when the County issues a permit the permit and this agreement shall expire and be of no force or effect. Notwithstanding the foregoing, if Company does not commence the project within 180 days from when the County issues a permit the County may, in its sole discretion agree to an extension of the commencement date. County, in its sole and absolute discretion will have the option to extend this Agreement and any permit for up to two (2) successive extension terms of 180 days each ("**Extension Term**"), each of which Extension Terms shall be upon all the same terms and conditions as set forth herein except if new information or data would require a new or modified H&H study. The Parties may negotiate and agree upon new conditions should the circumstances of an H&H study indicate that the development at the Location needs to be reassessed or redesigned.
9. **Compliance.** Webb County shall have the right to collect on the Financial Guarantee to bring the Location into compliance and to cover the costs of any other incidental expenses that are a result from having to complete any remediation of the area that is required pursuant to any statutory or regulatory Federal, State or County Order. Company shall ensure that the County has the right to access the property and complete the LOMR improvements.
10. **Survival after Completing of Project.** In the event that this agreement or a regulatory law requires remediation of the Location and the project has already been completed, then this Agreement authorizes the County to request mitigation remediation at said Location if the Company is found to be the proximate cause of the violation. Webb County may issue a demand letter to the Company to either mitigate or provide payment for the violation that requires correction in excess of the financial guarantee. The issuing of a permit by the County shall not be deemed a defense to liability or the responsibility of the Company to pay for or mitigate any statutory regulatory violation. All

costs, expenses, liabilities, obligations and other payments of whatever nature that Company has agreed to pay to County under the provisions of this Agreement remain in effect after the termination or completion of this agreement.

11. **Compliance and Inspection.** Company will upon finalization of the LOMR submit in writing a request to release the \$58,400.00 dollar Financial Guarantee that was tendered to Webb County. County shall have the right to verify compliance and conduct an inspection prior to releasing the financial guarantee. (a) County and/or its representative(s), including third parties contracted by County, shall have the right to request and inspect at County's sole expense the relevant documents of the Company as reasonably necessary to verify the reports, data, and or H&H study.

12. **Condition of Agreement Premises: Disclaimer of Representations and Warranties.** COMPANY ACKNOWLEDGES AND AGREES THAT AS BETWEEN COMPANY AND COUNTY:

EXCEPT AS EXPRESSLY SET FORTH HEREIN, NEITHER COUNTY NOR ANY RELATED PARTY OF COUNTY MAKES OR HAS MADE ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AND COUNTY HEREBY DISCLAIMS AND COMPANY WAIVES ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, CONCERNING (i) THE PHYSICAL CONDITION OF THE LOCATION (INCLUDING THE GEOLOGY OR THE CONDITION OF THE SOILS OR OF ANY AQUIFER UNDERLYING THE LOCATION AND ANY ARCHEOLOGICAL OR HISTORICAL ASPECT OF LOCATION), (ii) THE SUITABILITY OF THE LOCATION OR THEIR FITNESS FOR A PARTICULAR PURPOSE AS TO ANY USES OR ACTIVITIES WHICH COMPANY MAY MAKE THEREOF OR CONDUCT THEREON AT ANY TIME DURING THE DEVELOPMENT, (iii) THE LOCATION HOWEVER, IS SUBJECT TO THE REGULATORY AUTHORITY OF WEBB COUNTY AND MAY ALSO BE SUBJECT TO STATE AND FEDERAL REGULATORY REQUIREMENTS.

THE COMPLIANCE THEREOF WITH ANY APPLICABLE LAWS IS STILL REQUIRED AND THEREFORE, NO REVIEW, APPROVAL OR OTHER ACTION BY COUNTY UNDER THIS AGREEMENT SHALL BE DEEMED OR CONSTRUED TO BE A PERMIT OR APPROVAL OF OTHER STATE OR FEDERAL REQUIREMENTS.

13. **Company's Risks.** COMPANY AGREES THAT, AS BETWEEN COUNTY AND COMPANY, COUNTY SHALL HAVE NO RESPONSIBILITY FOR ANY OF THE FOLLOWING (COLLECTIVELY, THE "**COMPANY'S RISKS**"):

THE FEASIBILITY OF THE PROJECT, PROJECT WORK OR ANY ADDITIONAL WORK;

THE EXISTENCE OR ABSENCE OF ANY HAZARDOUS MATERIALS OR ENVIRONMENTAL CLAIMS OTHER THAN THOSE ARISING FROM AN ENVIRONMENTAL EVENT. HAZARDOUS MATERIALS OR ENVIRONMENTAL ISSUES THAT REQUIRE MITIGATION WILL BE COVERED BY COMPANY'S WORK PURSUANT TO THE TERMS OF THIS AGREEMENT;

THE CONSTRUCTION OF ANY IMPROVEMENTS ON THE LOCATION OR ANY ADJACENT PROPERTY SHALL COMPLY WITH ENVIRONMENTAL REGULATORY

REQUIREMENTS.

COUNTY SHALL NOT BE LIABLE AS A RESULT OF THE FAILURE BY ANY PERSON (OTHER THAN COUNTY OR ITS AFFILIATES) TO ACT OR PERFORM THEIR OBLIGATIONS. IT IS UNDERSTOOD AND AGREED BY COMPANY (FOR ITSELF OR ANY PERSON CLAIMING BY, THROUGH OR UNDER IT, INCLUDING ITS RELATED PARTIES) THAT IT HAS ITSELF BEEN, AND WILL CONTINUE TO BE, SOLELY RESPONSIBLE FOR MAKING ITS OWN INDEPENDENT APPRAISAL OF, AND INVESTIGATION INTO, THE CONDITION, STATUS AND NATURE OF ANY PERSON, THE LOCATION OR ANY OTHER PROPERTY.

14. **Suitability: Governmental Authorization.** Company has determined that the Location is suitable for the Project as contemplated hereunder and has obtained lawfully any other authorizations, including any permits from regulatory agencies, commissions, and/or districts (hereinafter referred to as "Governmental Authorization") other than the County that are necessary to permit commencement of construction of the Project, including (if required) building permits, engineering certifications, and land use approvals necessary for the commencement of development and construction of the Project, provided, however, to the extent permitted by Applicable Laws, the construction permits and authorizations may be procured in stages and need not be obtained before the deadline that is required to finalize the LOMR. In the event that Governmental Authorization prior to commencing work is required then Company shall provide a certified copy of said Governmental Authorization to County for documenting the compliance with this Agreement; as set out in paragraph 25.
15. **Project Start Date.** Company is expected to commence construction of the Project or before February 5th, 2024.
16. **Agreement to Consult.** At any reasonable time, prior to the completion of the Project the Company may from time to time reasonably request, a County Representative to meet and consult with Company on County's regulatory requirements or Company's obligations hereunder. Meetings should be made by appointment when practical and may be conducted over the internet. Company should make efforts in advance to send digitally large files through a secure and encrypted program to prevent infecting of the County Server or Network System.
17. **Termination or Failure of Conditions to be Satisfied.** Termination of the Project for any reason does not constitute an automatic release of the Financial Guarantee. The County in its sole discretion will determine the steps needed to remediate said Location prior to considering any request to return the Financial Guarantee or any portion thereof.
18. **Conditions to Continuation Not Satisfied.** If for any reason Company fails to complete the Project or any part of the Project and the failure results in not completing the LOMR the County Representative may, in his sole discretion, withdraw approval of the Project and remediate the Location using the \$58,400.00 Financial Guarantee.
19. **Effect of Termination.** Upon any termination of this Agreement, the Parties hereto shall have no further rights, obligations or liabilities under this Agreement. Notwithstanding the foregoing, should Company have failed to acquire a LOMR and/or complete the improvements required by the LOMR or the requirements of the FDPO the Financial Guarantee shall be used at the discretion of the

County to correct any deficiencies required by the LOMR, the requirements of the FDPO or regulatory violations. Additionally, Company shall be responsible for any amounts not covered by the Financial Guarantee including, but not limited to, the demolition of project improvements, the leveling of the Land with clean fill, and restoring the location to its existing conditions. These provisions that permit the County to use the Financial Guarantee shall survive any such termination. At no time is the County obligated after mitigation to return the full Financial Guarantee unless the Company through its own efforts obtains a LOMR from FEMA and completes all required improvements. Should the County have to correct or complete LOMR or any construction, then the County will reduce the amount to cover its expenses in either obtaining a LOMR or remediating the site. The County, in its sole discretion will determine if the Location would benefit from a LOMR or remediation to restore the Location to its existing conditions.

20. **Permits and Notices to Adjoining Property.** In order to develop the Location for the purposes described herein, it may be necessary or desirable that (i) street, water, sewer, drainage, gas, power lines, set back lines or other easements, dedications or similar rights be granted or dedicated over or within portions of the Location by plat, replat, grant, deed or other appropriate instrument or acquired on other properties or (ii) that existing street, sewer, drainage, gas, power lines, set back lines or other easements, dedications or similar rights on, in the vicinity of or affecting the Location or portions thereof be granted or dedicated over or within portions of the Location by plat, replat, grant, deed or other appropriate instrument. With respect to the Location, County will cooperate with and assist Company, and on written request/application of Company, will assist in identifying said conditions, filling out, executing and delivering such documents (at Company's expense in connection with the Project).
21. **Wetlands and other Environmental Matters.** If wetlands or other critical environmental features as required by federal laws or identified by Texas State Agencies that may be determined to exist on the Land, then Company shall design the Project in a manner that is consistent with said laws.
22. **Excusable Company Delay.** Regardless of the existence or absence of references to a global pandemic as an excusable delay elsewhere in this Agreement, the deadlines of Company set forth in this Agreement and all other deadlines and time periods within which Company must fulfill the obligations of Company elsewhere in this Agreement shall each be adjusted as appropriate to include delay due to Federal, State and Local Orders that are causing the delay of the Project. Such notice may be submitted pursuant to paragraph 17.
23. **Continued Performance: Exceptions.** Upon the occurrence of any Company Delay, the Parties shall endeavor to continue to perform their obligations under this Agreement so far as reasonably practical. Toward that end, Company and County each hereby agree that it shall make all reasonable efforts to prevent and reduce to a minimum and mitigate the effect of any Company Delay and shall use commercially reasonable efforts to ensure resumption of performance of its obligations under this Agreement after the occurrence of any Delay. The Parties shall use and continue to use all commercially reasonable efforts to prevent, avoid, overcome and minimize any Company Delay to obtain a finalized LOMR.
24. **Informational Purposes Only; No Approval Required.** Information that is submitted to County for informational purposes only shall require no Approval by County; provided, however, such information may be used by County for confirming that Company has complied with its obligations

under this Agreement including its obligations to meet the timetables and deadlines set forth in this Agreement or other applicable Governmental Authorization.

25. **Governmental Rule.** No Approvals or confirmations by County or County Representative under this Agreement shall relieve Company from any other applicable laws relating to the design, construction, development, operation or occupancy of the Project (including applicable laws that are procedural, as well as or rather than, substantive in nature). The approval by County or County Representative of any matter submitted to County or County Representative pursuant to this Agreement, which matter is specifically provided herein to be approved by County or County Representative shall not constitute a replacement or substitute for, or otherwise excuse Company from, such permitting, licensing or approval processes under other Governmental Authorizations; and, conversely, no permit or license so obtained shall constitute a replacement or substitute for, or otherwise excuse Company from, any requirement hereunder for the approval of County or County Representative. County shall cooperate reasonably in connection with Company's efforts to pursue any necessary Governmental Authorizations required for the development of the Project.
26. **Litigation and Mutual Settlement Agreement.** In the event of a dispute or controversy, including a dispute or controversy relating to the effectiveness, validity, interpretation, implementation, termination, cancellation or enforcement of this Agreement, the Parties shall first attempt in good faith to settle and resolve such dispute or controversy by mutual agreement. Within fifteen (15) days after delivery of any such notice by one Party to the other Party regarding a dispute or controversy, County Representative and the Company Representative shall meet at a mutually agreed time and place to attempt, with diligence and in good faith, to resolve and settle the dispute or controversy. If a mutual resolution and settlement are not obtained at the meeting of County Representative and the Company Representative then the County may pursue legal action in a Webb County, Texas, District Court. Any resolution reached shall be reduced to writing and reference this Agreement for documentation purposes.
27. **Prohibited Uses.** Company shall not use, or permit the use of, the Location for any other, different or additional purpose that has not been disclosed and permitted without first obtaining the approval/permitting by the County Representative. Company shall not use or allow the Project improvements or the Location to be used as a place of permanent residence by any Person except for development during the Project.
28. **Access to Agreement Premises by County.** Without limiting County's rights to inspect the Location, the County and its authorized representatives shall have the right of access for inspection and verification of development, and shall: (i) provide notice to Company at least twenty-four (24) hours in advance of such proposed entry and such proposed entry shall be during normal business hours, (ii) not materially hinder or interfere with the Project or the activities of Company's contractors unless entry is for the purpose of enforcing a regulatory law, (iii) take such reasonable protective caution or measures as Company may reasonably request, given the stage of the Project at the time of such entry, (iv) use commercially reasonable efforts to minimize interference with Company's use and operation of the Location then being undertaken by Company which is identified in this Agreement, and (v) be accompanied by a representative of Company if required by Company. Nothing in this Agreement, however, shall be interpreted to impose an obligation upon County to conduct any inspections.

29. **Notice of Environmental Event.** During the development of the Project at said Location, should an environmental event occur then Company shall give County prompt oral and follow-up written notice within seventy-two (72) hours of any actual environmental event. In such an event the Company shall perform Company's remedial work (or cause to be performed) remedial work in accordance with all environmental laws to the reasonable satisfaction of the applicable Governmental Authority.
30. **Indemnification.** COMPANY HEREBY INDEMNIFIES COUNTY FROM AND AGAINST ANY CLAIMS, DEMANDS, ACTIONS, SUITS, CAUSES OF ACTION, DAMAGES, LIABILITIES, OBLIGATIONS, COSTS AND/OR EXPENSES THAT COMPANY MAY HAVE WITH RESPECT TO THE LOCATION RESULTING FROM, ARISING UNDER OR RELATED TO ANY ENVIRONMENTAL EVENT WITHIN THE SCOPE OF COMPANY'S WORK, INCLUDING ANY SUCH CLAIM UNDER ANY ENVIRONMENTAL LAWS, WHETHER UNDER ANY THEORY OF STRICT LIABILITY OR THAT MAY ARISE UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, 42 U.S.C.A. § 9601, ET. SEQ., 44 CFR §§59-80 AND THE TEXAS SOLID WASTE DISPOSAL ACT, THE TEXAS HEALTH AND SAFETY CODE, CHAPTER 361, AS AMENDED AND/OR THE TEXAS WATER CODE CHAPTER 16.
31. **Amendments.** Any amendment to this Agreement shall be made in writing, signed by the Parties. Any and all amendments shall require approval of the Webb County Commissioners Court prior to execution.
32. **Open Records.** If County receives a request under the Texas Public Information Act (Tex. Gov't Code Ann. Sec. 552.001 et seq.), or any equivalent or successor statute (the "**Open Records Act**"), to disclose information of a confidential, proprietary or trade secret nature related to this Agreement and such information is subject to, or potentially subject to, an exception under the Open Records Act, then County shall send prompt Notice to Company of such request and the details of such request. Prior to releasing the requested information, County shall give Company a reasonable opportunity to request a determination from the Texas Attorney General (an "**Opinion Request**") as to whether the requested information must be disclosed pursuant to the Open Records Act. Each Party shall also cooperate with each other and use reasonable efforts to promptly identify any possible third Person whose privacy or property interests may be compromised by any such information request in order to enable County to timely furnish to any such third Person any statutory notice required by the Open Records Act and to seek any applicable exceptions from disclosure under the Open Records Act.
33. **Notices.** All demands, notices and other communications provided for hereunder shall, unless otherwise specifically provided herein, (a) be in writing addressed to the party receiving the notice at the address set forth below or at such other address as may be designated by written notice, from time to time, to the other party, and (b) be delivered by U.S. mail, registered or certified, return receipt requested, postage prepaid, by nationally recognized overnight courier or delivered personally, or delivered by fax and (c) be deemed to have been duly given when personally delivered or forty eight (48) hours after mailed to each party by certified mail, return receipt requested, postage prepaid. Notices shall be sent to the following addresses:

<p>County:</p> <p>Webb County Planning Department Regarding: World Logistics Park 1100 Washington St. Suit 302 Laredo, Texas 78040</p>	<p>Company:</p> <p>TDB World Industrial Park LLC Andrew Brittingham Regarding: World Logistics Park 5810 San Bernardo Ave, Ste. 102 Laredo , Tx 78041 Phone: 956-568-7071</p>
<p>With copies of all notices being sent to:</p> <p>WEBB COUNTY, TEXAS Attention: Office of General Counsel Regarding: World Logistics Park 1000 Houston St. Fl. 2nd Laredo, Texas 78040</p>	

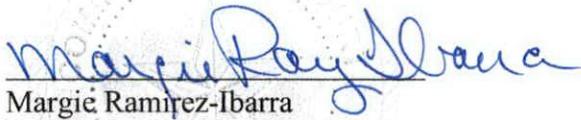
34. **Rule of Construction.** The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this agreement or any amendments or exhibits hereto.
35. **Immunity.** Webb County does not waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, offices, employees and agents as a result of the execution of this Agreement and performance of the functions and obligations described herein.
36. **No rights created.** This Agreement is not intended and does not create any rights or interest in persons not a party hereto.
37. **Inconsistencies.** Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.
38. **Law of Texas.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in the State District Courts of Webb County, Texas.
39. **Entire Agreement.** This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless signed by both parties and attached hereto and/or embodied herein.
40. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

WEBB COUNTY, TEXAS


Tano E. Tijerina
Webb County Judge

Signed this 22 day of January, 2024.

ATTESTED:


Margie Ramirez-Ibarra
Webb County Clerk

APPROVED AS TO FORM:



Civil Legal Division *

*The General Counsel, Civil Legal Division's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

TDB World Industrial Park LLC


Andrew Brittingham
Authorized Representative of TDB World Industrial Park LLC

Signed this 19th day of January, 2024.

EXHIBIT A

Exhibit A
Flood Plain Development Permitting Agreement
Webb County - TDB World Industrial Park LLC

**LEGAL DESCRIPTION
FOR
683.07 ACRES**

A TRACT OF LAND CONTAINING 683.07 ACRES, more or less, being out of the Dorothy Lynne Twiss Miller, 1,266.3 acre tract (called), recorded in Volume 1100, Page 289, Deed Records of Webb County, Texas, situated in Survey 743, R.T. Co., Abstract 276; Survey 2113, G.C. & S.F. R.R. Co., Abstract 697; Survey 2041, V. Barrera, Abstract 584; Porcion 6, B.M. Diaz, Abstract 40; Porcion 7, B.M. Diaz, Abstract 41; Porcion 8, B.M. Diaz, Abstract 39, Webb County, Texas and being more particularly described as follows:

BEGINNING at a found 6" pipe high fence corner post, being the southwest corner of said 1,266.3 acre tract, also being the northeastern interior corner of Sombbrero Ranch, LTD., a 10,137.03 acre tract (called), recorded in Volume 967, Page 579, Official Public Records of Webb County, Texas, dated August 23, 2000, for the Southwest corner hereof and the **POINT OF BEGINNING**;

THENCE, N 22°18'03" W, along an existing high fence, being the southwest boundary line of said 1,266.3 acre tract and the northeast boundary line of said 10,137.03 acre tract, a distance of **6,181.50 FEET**, to a set 1/2" iron rod with Howland cap, for the Northwest corner hereof;

THENCE, over and across said 1,266.3 acre tract, to a set 1/2" iron rod with Howland cap, as follows:

N 36°03'57" E, a distance of **229.56 FEET**, for a defection right;
N 53°34'02" E, a distance of **555.78 FEET**, for a defection left;
N 43°44'58" E, a distance of **296.46 FEET**, for a defection left;
N 27°58'38" E, a distance of **232.54 FEET**, for a defection left;
N 18°39'28" E, a distance of **237.18 FEET**, for a defection left;
N 09°11'35" E, a distance of **200.99 FEET**, for a defection right;
N 17°11'34" E, a distance of **189.67 FEET**, for an exterior corner hereof;
N 81°45'15" E, a distance of **244.37 FEET**, for a defection left;
N 69°40'48" E, a distance of **200.46 FEET**, for a defection left;
N 40°48'42" E, a distance of **218.70 FEET**, for a defection left;
N 03°21'15" W, a distance of **338.99 FEET**, for a defection right;
N 28°18'13" E, a distance of **162.94 FEET**, for a defection right;
N 36°24'04" E, a distance of **324.68 FEET**, for a defection right;
N 60°09'52" E, a distance of **219.64 FEET**, for a defection right;
N 61°09'43" E, a distance of **320.63 FEET**, for a defection right;
N 63°39'16" E, a distance of **273.53 FEET**, for a defection right;
N 78°31'56" E, a distance of **306.78 FEET**, for a defection left;
N 68°46'29" E, a distance of **327.96 FEET**, for a defection left;
N 37°47'36" E, a distance of **237.04 FEET**, for the Northernmost corner hereof;
S 80°31'43" E, a distance of **1,845.90 FEET**, for a defection right;
S 77°39'53" E, a distance of **534.44 FEET**, to a set 1/2" iron rod with Howland cap, being on the northwest right-of-way line of Interstate U.S. Highway 35, as recorded in Volume 246, Page 541, Deed Records of Webb County, Texas for the Northeast corner hereof;

THENCE, S 17°15'37" W, generally along an existing barb wire fence line, being the northwest right-of-way line of said Interstate U.S. Highway 35, a distance of **392.08 FEET**, to a set 1/2" iron rod with Howland cap, being on a curve, having a radius of **5,465.43 FEET**, a chord of **S 17°59'37" W ~ 139.90 FEET**;

Q:\HOWLAND\SURVEYING DEPARTMENT\Jobs\2021\25934-21\25934-21.doc

www.howlandcompanies.com

HOWLAND

ENGINEERING AND SURVEYING CO.

CONTINUATION:

THENCE, along said curve left, an arc length of **139.91 FEET**, to a set 1/2" iron rod with Howland cap, for a point of tangency;

THENCE, S 18°43'37" W, generally along an existing barb wire fence line, being the northwest right-of-way line of said Interstate U.S. Highway 35, a distance of **950.23 FEET**, to a found concrete monument, being on a curve, having a radius of **3,134.85 FEET**, a chord of **S 15°12'37" W ~ 382.76 FEET**;

THENCE, along said curve left, an arc length of **382.99 FEET**, to a set 1/2" iron rod with Howland cap, for a point of tangency;

THENCE, S 11°42'37" W, generally along an existing fence line, being the northwest right-of-way line of said Interstate U.S. Highway 35, a distance of **1,152.20 FEET** to a set 1/2" iron rod with Howland cap, for a deflection right;

THENCE, S 12°17'37" W, generally along an existing barb wire fence line, being the northwest right-of-way line of said Interstate U.S. Highway 35, a distance of **5,234.83 FEET** to a set 1/2" iron rod with Howland cap, for the Southeast corner hereof;

THENCE, S 67°45'57" W, generally along an existing barbed wire fence line, being the common boundary line of said 1,266.3 acre tract and said 10,137.03 acre tract, a distance of **1,550.36 FEET**, to the **POINT OF BEGINNING**, containing 683.07 acres of land, more or less.

Basis of Bearings: G.P.S. Coordinates, N.A.D. 83, Texas State Plane South Zone (4205).

Monuments Held: A found 6" pipe high fence corner post, being the southwest corner of a 1,266.3 acre tract (called), conveyed to Dorothy Lynne Twiss Miller, recorded in Volume 1100, Page 289, Deed Records of Webb County, Texas and a found 6" pipe high fence corner post, being the north corner of a 10,137.03 acre tract (called), conveyed to Sombrerito Ranch, LTD, recorded in Volume 967, Page 579 Official Public Records of Webb County, Texas.

Called in Deed: S 22°02'00" E ~ 8,403.39' **Measured:** N 22°18'03" W ~ 8,402.72'

I, **Juan Segovia**, a Registered Professional Land Surveyor, do hereby certify that this field note description and its accompanying survey plat correctly represent the results of a survey made on the ground under my supervision and direction.


R.P.L.S. No. 6290 – Texas



03-08-2023

Current Date

Q:\HOWLAND\SURVEYING DEPARTMENT\Jobs\2021\25934-21\25934-21.doc

www.howlandcompanies.com

7615 N. Bartlett Avenue | P.O. Box 451128 (78045) | Laredo, TX 78041 | P. 956.722.4411 | F. 956.441.0180
4902 Sinclair Road | San Antonio, TX 78222 | P. 210.648.1600 | F. 210.648.1605
TBPE Firm Registration No. F-4097 | TBPLS Firm Registration No. 100464-00 | TBPLS Firm Registration No. 10194361

