

CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT

THIS CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT ("**Agreement**") is entered into as of this ___ day of _____, 2025 (the "**Effective Date**") by and between the **CITY OF SEGUIN, TEXAS**, a home rule city of the State of Texas ("**City**") and **CURT MANUFACTURING, LLC**, a Delaware limited liability company ("**Employer**"). Collectively, the City and Employer may be referred to as "Parties" and individually as a "Party," acting by and through their respective authorized officers.

RECITALS

A. WHEREAS, the Employer will lease an approximately 403,000 square foot build-to-suit manufacturing facility ("Facility") to be located on **Lot 2** of the **Ackerman Seguin Subdivision**, as shown on the plat recorded as Document Number 202599024900, Volume 10, Pages 517-524, in the Official Public Records of Guadalupe County, Texas, owned by **Baltisse-Ackerman Seguin, LLLP** (the "Property"), as further described and depicted in "Exhibit A" attached and incorporated herein; and

B. WHEREAS, the Property is currently undeveloped, and the Employer wishes to utilize the Property for light industrial, employment, and other commercial uses stated in this Agreement, proposed to be operated as a business commonly known as **CURT MANUFACTURING, LLC**, or a named affiliate of that business entity; and

C. WHEREAS, as part of the Project (as further defined in Section 1.02(h)), the Employer shall make certain investments associated with an approximately 403,000 square foot manufacturing facility for aftermarket automotive parts to supply better quality and lower total cost materials to automotive customers in the United States and generally provide benefits to the stable automotive industry; and

D. WHEREAS, the Project will require construction of certain site, building, and infrastructure improvements by the Developer, subject to approved construction plans and permits, in accordance with applicable local, state, and federal ordinances, codes, regulations, and law. The Developer shall be responsible for completing such construction as required for delivery of the Facility; however, the Developer shall not be a party to this Agreement and shall not be obligated to meet performance benchmarks under this Agreement; and

E. WHEREAS, the Employer is willing to make certain investments and capital expenditures associated with the Project, create and maintain a minimum threshold of Full-Time Equivalent Employees, and create and maintain a minimum threshold of Total Annualized Payroll in exchange for the Incentive Payments (defined herein) paid according to this Agreement. The obligations set forth in this Agreement pertain solely to the Employer; and

F. WHEREAS, the City has authority pursuant to Chapter 380, Texas Local Government Code, to

enter this Agreement and this Agreement establishes a structured arrangement whereby annual economic development incentive payments in the form of property tax rebates will be made to Employer exclusively from property tax revenues collected by the City from the property tax revenue generated by the Developer and the Employer on the Property and received by the City, subject to the terms and conditions of this Agreement; and

G. WHEREAS, the City hereby establishes a program pursuant to Chapter 380, Texas Local Government Code, to provide for the economic incentive to the Employer under the terms and conditions of this Agreement; and

H. WHEREAS, the City finds that this Agreement will promote local economic development and stimulate business and commercial activity in the City

NOW, THEREFORE, for and in consideration of the terms, conditions and covenants set forth herein, the parties agree as follows:

ARTICLE I

RECITALS; DEFINITIONS

Section 1.01. Recitals Incorporated. The representations, covenants and recitations set forth in the recitals to this Agreement are material to this Agreement and are hereby found and agreed to be true and correct, and are incorporated into and made a part of this Agreement for all purposes.

Section 1.02. Definitions.

- a) "Total Annualized Payroll" means total wages and bonuses paid, exclusive of benefits, to Full-Time Equivalent Employees of Employer within any Year
- b) "City" means the City of Seguin, a home rule municipal corporation of the State of Texas.
- c) "Developer" means Baltisse-Ackerman Seguin 1, LLLP, a Georgia limited liability limited partnership, responsible for construction of the Facility, but not a Party to this Agreement or subject to its performance obligations.
- d) "Employer" shall mean CURT MANUFACTURING, LLC, a Delaware limited liability company.
- e) "Property" means the real property described and depicted on **Exhibit "A"** attached hereto.
- f) "Full-time Equivalent Employees" or "FTE" means employees employed on site at the Property by Employer working at least thirty-six (36) hours per week.

- g)** “Facility” means an approximately 403,000 square foot build-to-suit manufacturing facility constructed by Developer and leased by Employer.
- h)** “Project” shall mean the overall development of industrial and non-residential improvements on the Property, including:

 - (i) Construction of the Facility by Developer to be leased by the Employer;
 - (ii) Capital improvements by Employer related to fixtures, machinery, and equipment necessary to support Employer’s operations; and
 - (iii) Supporting site improvements and infrastructure as described herein and depicted in Exhibit “B.”
- i)** “On site” means on the Property, at the Facility, and at the Project.
- j)** “Year” shall mean a twelve-month period of time beginning on January 1 and ending December 31.
- k)** “Certificate of Occupancy” shall mean the final document or documents issued by the City of Seguin, Texas entitled “Certificate of Occupancy” indicating that all building codes, regulations, and ordinances have been officially unconditionally, completely complied, within in all respects, with respect to construction and completion of the Project, and specifically shall not include any temporary or conditional document authorizing temporary or conditional occupancy.
- l)** “Code” shall mean the City of Seguin Code of Ordinances.
- m)** “Finance Department” means the Finance Department of the City of Seguin.
- n)** “Comply”, “Compliance”, and “in accordance with” means timely, full, and complete performance of each requirement, obligation, duty, condition, or warranty as stated in this Agreement. “Comply”, “compliance”, and “in accordance with” mean complete compliance in all material respects and do not mean substantial compliance, unless otherwise specifically stated.
- o)** “Default” and “Act of Default” means failure in some material respect to comply timely, fully and completely with one or more requirements, obligations, duties, terms, conditions or warranties set forth in this Agreement, including but not limited to:

 - (i) The Employer ceases business operations at the Property for the Project at any time during the duration of this Agreement.
 - (ii) The Employer fails to meet the performance criteria as specified in Article IV below.

(iii) The Employer falsely certifies that it has met the performance criteria for a particular tax year in its annual certification and reports submitted to the City under this Agreement.

- p) “Incentive Payment” and “Incentive Payments” mean the economic development incentive payments as described hereafter in Section 3.01 of this Agreement. Incentive Payments will be made to Employer within 90-days of property tax payment made for the Property and Facility, subject to compliance with this Agreement. The effective date for the start of the 10-year Incentive Payment shall begin with the year after the year in which the Employer receives a Certificate of Occupancy.
- q) “Construct” and “construction” mean construction in a good and workmanlike manner and in compliance with City-approved construction plans and/or permits, applicable federal, State and local laws, codes and regulations or valid waivers thereof or variances thereunder, and good engineering practices.
- r) “Property Tax” or “Property Taxes” shall mean the ad valorem taxes collected and received by the City on the taxable value of the Property as determined by the Guadalupe County Appraisal District and the buildings, structures, and other fixtures that are erected or affixed to the Property that are included in the definition of real property set forth in Section 1.04(2) of the Texas Tax Code. The term “Property Tax” or “Property Taxes” shall also include tangible personal property, equipment or fixtures located on the Property which are held or used for the production of income through Employer’s operations, and which are not otherwise exempt from taxation under Chapter 11 of the Texas Tax Code.

ARTICLE II PROJECT IMPROVEMENTS

Section 2.01. Developer Improvements. Employer will lease the Facility to be constructed by Developer. Developer anticipates capital investment of approximately \$60 million in site and building improvements. Developer is not a party to this Agreement and not required to demonstrate compliance.

Section 2.02. Employer Improvements. Employer shall make capital improvements of not less than \$20 million related to installation of fixtures, machinery, and equipment per Section 4.01(b). Improvements must comply with City-approved plans and applicable laws, performed in accordance with accepted engineering and construction practices.

Section 2.03. Funding of Improvements. Employer is solely responsible for funding improvements in Section 2.02. Developer is not obligated to complete improvements by any specific date or meet performance benchmarks.

ARTICLE III

ECONOMIC INCENTIVES AND CERTIFICATION OF COMPLIANCE

Section 3.01 Economic Development Incentive.

- (a) Employer will receive a 10-year rebate of City of Seguin Property Taxes paid in conjunction with the Project that will extinguish proportionally, subject to compliance with the terms and conditions of this Agreement, including but not limited Article IV. Incentive Payments will begin the year following the year in which the Employer receives a Certificate of Occupancy for the Project. Incentive Payments shall not exceed Two Million, Five Hundred Thousand Dollars (\$2,500,000.00 USD), even if this not-to-exceed amount is met before the 10th year of the schedule listed below.

Incentive Payments are limited to property tax revenues generated from the taxable value of the real property located on Lot 2 of the Ackerman Seguin Subdivision as further described and depicted in "Exhibit A" and Employer's taxable business personal property situated thereon.

The annual City of Seguin Incentive Payment shall be calculated as follows:

Year	Percentage (%) of Property Taxes Rebated
1	80%
2	80%
3	75%
4	75%
5	50%
6	40%
7	30%
8	20%
9	10%
10	10%

- (b) The Incentive Payment shall be reduced according to the schedule above.

Section 3.02 Certification of Compliance.

- (a) For each year in which the Employer is eligible for an Incentive Payment, at the time that the payment of Property Taxes is made for the Property and the Facility, the Employer shall submit to City the reports and records reasonably necessary to demonstrate fulfillment of the performance criteria set forth in Article IV, along with a certificate in the form provided by the City verifying compliance with this Agreement. Such reports and records shall include at a minimum the following:

- (i) A certified payroll list containing the information required by Texas Workforce Commission Rule 815.106 submitted by January 31 of each year which includes a list of all Full-time Equivalent Employees (not independent contractors) employed by the Employer at the Property during the prior calendar year. The annual employment report must include the following information and must also include a certification (as attached):
- a. Name of Reporting Entity
 - b. Reporting Period
 - c. Name of Each Employee.

- d. Position Title of Each Employee.
 - e. Average Number of Hours Worked Per Week by Each Employee During the Reporting Period.
 - f. Actual Taxable Compensation Paid to Each Employee During the Reporting Period (amount that will be reported in Box 1 of IRS Form W-2 Wage & Tax Statement).
- (ii) Proof of payment of the Property Taxes for the Property and the Facility.
 - (iii) Proof of lease payments to the Developer.
- (b) The City may request additional records to support the information to confirm compliance with this Agreement.

Section 3.03 Audit. The City shall, upon reasonable prior written notice to the Employer and during normal business hours, have the right to audit and inspect the Employer's records, books, and all other relevant records related to Incentive Payments. The Parties agree to maintain the appropriate confidentiality of such records, unless disclosure of such records and information shall be required by a court order, a lawfully issued subpoena, State Law (including but not limited to the Texas Public Information Act, Chapter 552, Texas Government Code), municipal ordinance, or at the direction of the Office of the Texas Attorney General.

ARTICLE IV EMPLOYER PERFORMANCE CRITERIA

Section 4.01 Employer Performance Criteria.

- (a) The Employer shall obtain a Certificate of Occupancy no later than **December 31, 2026**.
- (b) Over a two (2) year ramp-up period, the Employer shall make a minimum Capital Investment of at least \$20,000,000 for fixtures, machinery, and equipment associated with the Project, as described in Sections 2.02 and 2.03. The Capital Investment shall be made according to the following schedule:
 - (i) **By December 31, 2026:** The Employer shall invest a minimum of \$8,000,000. The Employer shall provide written verification to the City confirming the amount and nature of this investment.
 - (ii) **By December 31, 2027:** The Employer shall invest an additional \$12,000,000, bringing the total Capital Investment to at least \$20,000,000. The Employer shall provide written verification to the City confirming the additional investment.
- (c) The Employer shall create and maintain a minimum of **three hundred twenty (320)** Full-time Equivalent Employees with a **Total Annual Payroll of at least \$20,000,000**, according to the following schedule:
 - (i) **By December 31, 2027:** Employer shall employ at least **two hundred fifty (250)** Full-time Equivalent Employees with a minimum **Total Annual Payroll of \$15,000,000**.
 - (ii) **By December 31, 2028:** While retaining the 250 Full-time Equivalent Employees, Employer shall create at least an additional **thirty (30)** jobs, for a total of **280** Full-time Equivalent Employees, with a **Total Annual Payroll of \$17,000,000**.

(iii) **By December 31, 2029:** While retaining the 280 Full-time Equivalent Employees, Employer shall create an additional **forty (40)** jobs, for a total of **320** Full-time Equivalent Employees, with a **Total Annualized Payroll of \$20,000,000**.

(iv) From and after December 31, 2029, Employer shall maintain at least **320** Full-time Equivalent Employees on-site, with a **Total Annualized Payroll of at least \$20,000,000**, throughout the remaining Term of this Agreement.

- (d) Employer shall not be delinquent in the payment of lease payments to the Developer or ad valorem taxes to the City at any time during the Term of this Agreement.
- (e) Employer shall remain in full compliance with the obligations outlined in Article II of this Agreement.
- (f) Following the initial Economic Incentive Payment, the Employer's continued compliance with Sections 4.01(a), (b), (c), (d), and (e) shall be a condition precedent to receiving subsequent annual Incentive Payments. Notwithstanding the foregoing, if the Employer fails to meet the full employment or payroll thresholds set forth in Section 4.01(c) for any given year in which such thresholds apply, the City shall nonetheless make a pro rata Incentive Payment based on the number of Full-Time Employees who meet the salary and benefits requirements of this Agreement during that tax year.

Section 4.02 Forfeiture. The Employer shall forfeit all rights to the Incentive Payments set forth in Section 3 of this Agreement for each year in which the Employer fails to meet the Performance Criteria set forth in Section 4.01 for that year; provided that failure to employ the required minimum number of FTE's and maintain the required total annualized payroll results in a pro-rata reduction of the Payment Incentive as provided in Section 4.01(f).

Section 4.03 Employment of Undocumented Workers. Employer covenants and certifies that Employer does not and will not knowingly and directly employ an undocumented worker as that term is defined by Section 2264.001(4) of the Texas Government Code. In accordance with Section 2264.052 of the Texas Government Code, if Employer is convicted of a violation under 8 U.S.C. Section 132(a)(f), Employer shall repay to the City the full amount of Incentive Payments made under Article III of this Agreement. Repayment shall be paid within 120 days after the date following such conviction that Employer receives notice of violation from the City. As provided by 2264.101(c) of the Texas Government Code. Employer shall not be liable for a violation by a subsidiary, affiliate, or franchisee of Employer or by a person with whom Employer contracts.

ARTICLE V

COVENANTS AND DUTIES

Section 5.01 Employer's Covenants and Duties. Employer makes the following covenants and warranties to the City and agrees to timely and fully perform the obligations and duties contained in Article IV of this Agreement. Any false or substantially misleading statements contained herein or failure to timely and fully perform those obligations and duties within this Agreement shall be an act of Default by the Employer.

- a) Employer is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas and the United States of America during any term of this Agreement.
- b) The execution of this Agreement has been duly authorized by the Employer, and the individual signing this Agreement on behalf of the Employer is empowered to execute such Agreement and bind the company. Said authorization, signing, and binding effect is not in contravention of any law, rule, regulation, or of the provisions of Employer's company agreement, by-laws, or of any agreement or instrument to which Employer is a party to or by which it may be bound.
- c) The Employer is not a party to any bankruptcy proceedings currently pending or contemplated, and Employer has not been informed of any potential involuntary bankruptcy proceedings.
- d) Employer shall make diligent efforts to timely and fully comply with all the terms and conditions of this Agreement. Employer also agrees to obtain or cause to be obtained, all necessary permits and approvals from City and/or all other governmental agencies having jurisdiction over the construction of Project improvements on the Property which is within the City limits.
- e) Employer shall require approval of plans and specifications for the Project improvements prior to starting any construction.
- f) Employer owns or has secured site-control over the Property via a binding lease agreement.
- g) Employer shall have a continuing duty to cooperate with the City in providing all necessary information to assist the City in complying with this Agreement; and to execute such other and further documents as may be reasonably required to comply therewith.

Section 5.02 Representation and Warranties by the City of Seguin. The City of Seguin represents and warrants that this Agreement is within the scope of its authority, and that it has been duly authorized and empowered to execute and enter into this agreement.

Section 5.03 Mutual Assistance. The parties shall do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions. The parties shall execute any additional documents and agreement reasonably necessary to implement this Agreement.

ARTICLE VI **TERMINATION**

Section 6.01 Termination. This Agreement shall terminate upon the earliest occurrence of any one or more of the following: (a) The written agreement of the Parties; (b) The Agreement's Expiration Date; or (c) An uncured Default by the Employer. The Expiration Date shall be the date that the final Incentive Payment is due; provided that the following shall survive termination of this Agreement for any reason: the

obligation of the City to pay an annual Incentive Payment for those years in which the applicable performance criteria set forth in Article IV were met; Article IV; Article V; Article VII; and Article IX.

ARTICLE VII

DEFAULT AND REMEDIES

Section 7.01 Default. Notwithstanding anything herein to the contrary, no Party shall be deemed to be in default under this Agreement until the passage of sixty (60) business days after receipt by such Party of notice of default from the other Party, plus the passage of any Extensions, if the breaching Party qualifies for them under this section (“Cure Period”), which notice shall specify, in reasonable detail, the nature of the default. Upon the passage of the Cure Period without cure of the default, such Party shall be deemed to have defaulted for purposes of this Agreement; provided that, if the nature of the default is such that it cannot reasonably be cured within the Cure Period, the Party receiving the notice of default may during such Cure Period give the other Party written notice that it has commenced cure within the Cure Period and will diligently and continuously prosecute the cure to completion as soon as reasonably possible, and such written notice together with diligent and continuous prosecution of the cure shall extend the Cure Period for up to an additional ninety (90) calendar days so long as the cure is being diligently and continuously pursued during such time; and provided further that, if the cure cannot be reasonably accomplished within the additional ninety (90) calendar day period but the applicable facts, circumstances, and progress establish that a cure will be obtained within a reasonable period of time following the expiration of the ninety (90) calendar day period, the time for cure will be extended for an additional period of time as mutually agreed by the Parties (such agreement not to be unreasonably withheld); provided, further, that if a default is not cured within the applicable Cure Period, or, as applicable, written notice having been given and cure being commenced and diligently and continuously prosecuted, within the additional ninety (90) calendar days after the giving of the written notice, or, as otherwise applicable within the time mutually agreed by the Parties due to the defaulting Party not being able to obtain a cure within the additional ninety (90) calendar days after the defaulting Party gives written notice that it is commencing cure, then the non-defaulting Party may pursue the remedies set forth in this Agreement, as well as any other remedies available in equity or law. The parties agree that this section will not apply to the Employer Performance Criteria, cited in Section 4 above.

Section 7.02 Recapture. In the event of Default by Employer under this Agreement, the City shall, after providing Employer notice and an opportunity to cure, have the right to recapture Incentive Payments.

Section 7.03 Liability of the Employer, Its Successors and Assignees. Any obligation or liability of the Employer whatsoever that may arise at any time under this Agreement or any obligation or liability which may be incurred by the Employer pursuant to any other instrument transaction or undertaking contemplated hereby shall be satisfied, if at all, out of the assets of the Employer only. No obligation or liability shall be personally binding upon, nor shall resort for the enforcement thereof be had to, the property of any of partners, officers, employees, shareholders or agents of the Employer, regardless of whether such obligation or liability is contract, tort or otherwise.

Section 7.04 Mediation. If a dispute arises out of or relates to this Agreement or the breach thereof, the Parties shall first in good faith seek to resolve the dispute through negotiation between the upper management of each respective Party. If such dispute cannot be settled through negotiation, the Parties agree to try in good faith to settle the dispute by mediation before resorting to litigation or some other dispute resolution procedure; provided that a Party may not invoke mediation unless it has provided the other Party with written notice of the dispute and has attempted in good faith to resolve such dispute through negotiation. All costs of negotiation and mediation, collectively known as alternate dispute resolution (“ADR”), shall be assessed equally between the City and Employer with each party bearing their own costs

for attorney's fees, experts, and other costs of ADR and any ensuing litigation.

ARTICLE VIII **NOTICE**

Section 8.01 Notice. Notices under this Agreement must be sent by certified mail, return receipt requested, or personal deliver; notice by certified mail, return receipt requested, however, is effective only as of the date delivery of the certified mail correspondence is initially attempted. Personal deliver is effective upon delivery. The Parties' addresses for notice are:

City of Seguin:

Attn: City Manager
205 N. River St., Seguin, TX 78155

With copy to:

Mark Kennedy
City Attorney
205 N. River St., Seguin, TX 78155

CURT MANUFACTURING, LLC:

Attn: Brian Schudiske
Senior Vice President
6208 Industrial Dr.
Eau Claire, WI 54701

ARTICLE IX **MISCELLANEOUS PROVISIONS**

Section 9.01 Limitations on Liability. The City shall not be liable for consequential damages, specifically lost profits, and any damages claimed against the City shall be limited to amounts recoverable under §271.153 of the Texas Local Government Code. The parties agree that this Agreement shall not be interpreted as or otherwise claimed to be a waiver of sovereignty on the part of the City.

Section 9.02. Personal Liability of Public Officials; No Debt Created. No employee of the City, nor any councilmember or agent of the City, shall be personally responsible for any liability arising under or growing out of this Agreement. The Incentive Payments made hereunder shall be paid solely from lawfully available funds that have been appropriated by the City. Under no circumstances shall the City's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision.

Section 9.03 Force Majeure. In the event either Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, then the obligations of such Party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused, to the extent provided, but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the Party whose contractual obligations are affected thereby shall give notice and the full of such force majeure to the other Party. Such cause, as far as possible, shall be remedied with all reasonable diligence.

- a) The term “force majeure” as employed herein shall mean and refer, without limitation, to acts of God; strikes and/or lockouts; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority (other than the City): insurrections; riots; lightning, earthquakes, fires, hurricanes, storms, floods and other natural disasters; washouts and other weather-related delays’ restraint of government and people; civil disturbance; explosions; or other causes not reasonably within the control of the party claiming such inability.
- b) If, because of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed except as hereinafter provide, but of no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- c) It is understood and agreed that the settlement of strikes and lockouts shall entirely within the discretion of the party having the difficulty, and that the above requirement and any force majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgement of the party having the difficulty.

Section 9.04 Independent Contractors. It is expressly understood and agreed by all Parties hereto that in performing their services hereunder the Employer or its subcontractors or tenants at no time will be acting as agents of the City or and that all consultants or contractors engaged by the Employer, its subcontractors or tenants will be independent contractors. The Parties hereto understand and agree that the City will not be liable for any claims that may be asserted by any third party occurring in connection with services performed by the Employer under this Agreement, unless any such claims are due to the fault of the City.

Section 9.05 Interpretation. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, whatever its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.

Section 9.06 Time is of the Essence. Time is of the essence in the performance of this Agreement.

Section 9.07 Section or Other Headings. Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 9.08 Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the transaction contemplated herein. Any Exhibits attached hereto are incorporated by reference for all purposes.

Section 9.09 Amendment. This Agreement may only be amended, altered, or revoked by written instrument signed by the parties and as approved by the City Council of the City of Seguin, Texas.

Section 9.10 Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns; provided however (i) the benefits of this Agreement in favor of the Employer may not be assigned to any party other than an affiliate of Employer without the written consent of the City of Seguin (which consent shall not be unduly withheld, provided the City is satisfied that any remaining obligations under the Agreement will be

met); and (ii) notwithstanding the foregoing and any other provision of the Agreement to the contrary, any successor owner, occupant, tenant, licensee or invitee of any such portion of the Property (including, without limitation, any business that may operate from time to time thereon).

Section 9.11 Applicable Law and Venue. This Agreement is made and all obligations arising hereunder shall be construed and interpreted under the laws of the State of Texas and the venue for any action arising from the Agreement shall be Guadalupe County, Texas.

Section 9.12 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

Section 9.13 No Additional Waiver Implied. The failure of either Party to insist upon performance of any provision of this Agreement shall not be construed as a waiver of the future performance of such provision by the other Party.

Section 9.14 Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the Parties and shall not be construed to confer any rights upon any third parties.

Section 9.15 Merger. This Agreement embodies the entire understanding between the Parties and there are no other representations, warranties or agreements between the Parties covering the subject matter of this Agreement.

Section 9.16 Captions. The captions of each section of this Agreement are inserted solely for convenience.

Section 9.17 Severability. If any provision of this Agreement or the application thereof to any person or circumstances is ever judicially declared invalid, such provision shall be deemed severed from this Agreement and the remaining portions of this Agreement shall remain in effect.

Section 9.18 Indemnification. EMPLOYER COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, THE CITY AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES, INDIVIDUALLY AND COLLECTIVELY, 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 ANY THIRD PARTY AND RELATING TO EMPLOYER'S ACTIONS ON THE PROJECT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH AND PROPERTY DAMAGE, MADE UPON THE CITY OR DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO EMPLOYER OR EMPLOYER'S TENANTS' NEGLIGENCE, WILLFUL MISCONDUCT OR CRIMINAL CONDUCT IN ITS ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY SUCH ACTS OR OMISSIONS OF EMPLOYER OR EMPLOYER'S TENANTS, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONSULTANTS OF EMPLOYER OR EMPLOYER'S TENANTS, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY, UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE CITY AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. EMPLOYER SHALL PROMPTLY

ADVISE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE CITY, RELATED TO OR ARISING OUT OF EMPLOYER OR EMPLOYER'S TENANTS' ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT EMPLOYER'S COST TO THE EXTENT REQUIRED UNDER THE INDEMNITY IN THIS PARAGRAPH. CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING EMPLOYER OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH, SHALL NOT BE AN INDEMNITY EXTENDED BY EMPLOYER TO INDEMNIFY, PROTECT AND HOLD HARMLESS CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE OR INTENTIONAL MISCONDUCT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL APPLY ONLY, TO THE EXTENT OF ANY COMPARATIVE NEGLIGENCE STATUTES AND FINDINGS, WHEN THE NEGLIGENT ACT OF CITY IS A CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE, AND IT SHALL HAVE NO APPLICATION WHEN THE NEGLIGENT ACT OF CITY IS THE SOLE CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE. EMPLOYER FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE AND ON BEHALF OF CITY AND IN THE NAME OF CITY ANY CLAIM OR LITIGATION BROUGHT AGAINST CITY (AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES), IN CONNECTION WITH ANY SUCH INJURY, DEATH, OR DAMAGE FOR WHICH THIS INDEMNITY SHALL APPLY, AS SET FORTH ABOVE.

IT IS THE EXPRESS INTENT OF THIS SECTION THAT THE INDEMNITY PROVIDED TO THE CITY AND THE EMPLOYER SHALL SURVIVE THE TERMINATION AND OR EXPIRATION OF THIS AGREEMENT AND SHALL BE BROADLY INTERPRETED AT ALL TIMES TO PROVIDE THE MAXIMUM INDEMNIFICATION OF THE CITY AND / OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND ELECTED OFFICIALS PERMITTED BY LAW.

Section 9.19 Anti-Boycott Verification. To the extent this Agreement constitute a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, Employer represents that neither Employer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Employer (i) boycotts Israel or (ii) will boycott Israel through the term of this Amendment or the Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

Section 9.20 Iran, Sudan and Foreign Terrorist Organizations. To the extent this Agreement constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Employer represents that neither Employer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Employer is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

IN WITNESS, WHEREOF, the Parties hereto have executed this Agreement in multiple copies, each of equal dignity, to be effective on the latest date of execution. Any party may change the address which

notices are to be sent by giving the other parties written notice in the manner provided in Section 8.01.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

THE CITY OF SEGUIN, TEXAS

Steve Parker, City Manager _____

ATTEST/SEAL:

Kristin Mueller, City Secretary _____

APPROVED AS TO FORM:

Mark Kennedy, City Attorney _____

Agreed to and accepted on _____, 2025.

CURT MANUFACTURING, LLC



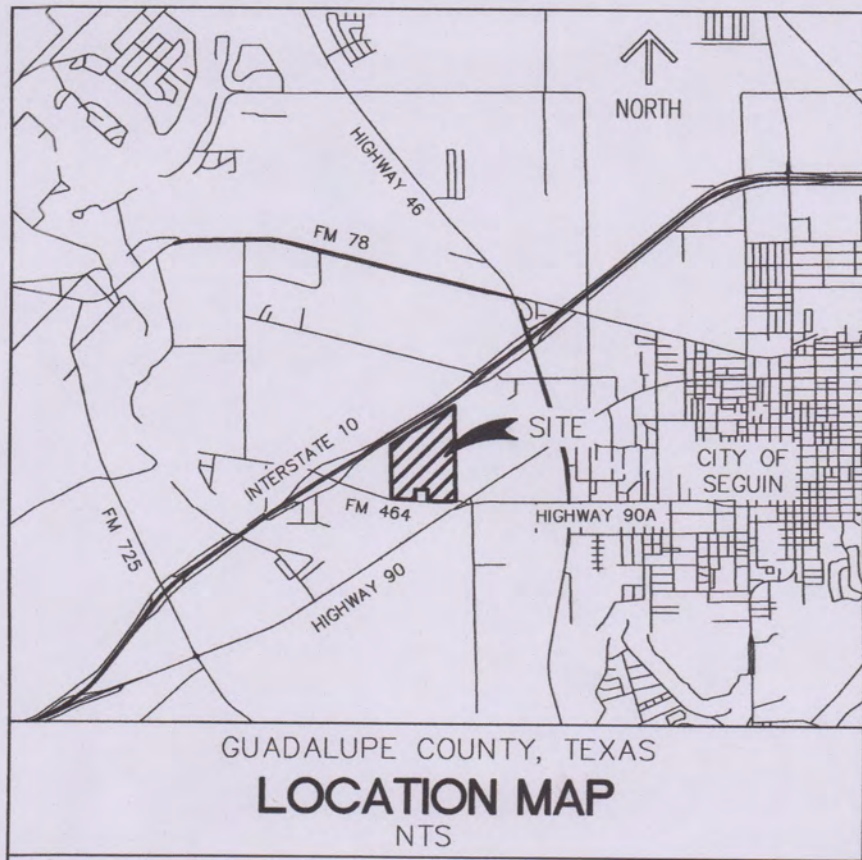
Brian Schudiske, Senior Vice President _____

Agreed to and accepted on 10/3, 2025.

Exhibit A: Property Description

Exhibit B: Project Site Plan

Exhibit A
Property Description



STATE OF GEORGIA
COUNTY OF FULTON

I, (WE) THE OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE ACKERMAN SEGUIN SUBDIVISION OF SEGUIN, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE FOR THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION EXPRESSED.

THIS THE 5th DAY OF September, 2025.

BY: Donald K. Miller
DONALD K. MILLER, MANAGER
BALTISSSE-ACKERMAN SEGUIN I, LLLP, A GEORGIA LIMITED LIABILITY LIMITED PARTNERSHIP
BY: ACKERMAN SEGUIN I GUARANTOR, LLC, A GEORGIA LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER

BY: Donald K. Miller
DONALD K. MILLER, MANAGER
BALTISSSE-ACKERMAN SEGUIN, LLLP, A GEORGIA LIMITED LIABILITY LIMITED PARTNERSHIP
BY: ACKERMAN SEGUIN GUARANTOR, LLC, A GEORGIA LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER

STATE OF GEORGIA
COUNTY OF FULTON

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED Donald K. Miller, 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 CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 5th DAY OF September, 2025.

Nadine B. Schwartz
NOTARY PUBLIC FULTON COUNTY, GEORGIA



STATE OF TEXAS
COUNTY OF BEXAR

I, ETHAN OELKE, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, INDICATE TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT IS TRUE AND CORRECT, CONFORMS TO THE MINIMUM STANDARDS SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND, UNDER MY SUPERVISION.

Ethan C. Oelke
ETHAN C. OELKE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6926
211 NORTH LOOP 1604 EAST, SUITE 205
SAN ANTONIO, TEXAS 78232



OWNER OR DEVELOPER
BALTISSSE-ACKERMAN SEGUIN, LLLP
C/O ACKERMAN CO., LLC
10 GLENLAKE PARKWAY, SOUTH TOWER, SUITE 1000
ATLANTA, GA 30328

SURVEY DATE: MAY 3RD, 2023
PROPOSED USE: INDUSTRIAL
TOTAL LOTS: 2

UTILITIES
WATER: CITY OF SEGUIN
ELECTRIC: G.V.E.C.
SAN. SEWER: CITY OF SEGUIN
CABLE/TELEPHONE: SPECTRUM/AT&T
NATURAL GAS: CENTERPOINT

SCHOOL DISTRICT
SEGUIN INDEPENDENT SCHOOL DISTRICT

LIENHOLDER'S ACKNOWLEDGEMENT

WE, CIBC BANK USA, AN ILLINOIS STATE CHARTERED BANK, THE HOLDER OF A LIEN AGAINST THE PROPERTY DESCRIBED IN THIS PLAT, AS EVIDENCE BY INSTRUMENT OF RECORD UNDER CLERKS FILE NO. 202599018435, OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS, DO HEREBY:

-JOIN IN THE PLATTING SHOWN HEREON; AND
-CONSENT TO THE SUBDIVISION OF THE PROPERTY AS SHOWN.

EXECUTED THIS THE 16th DAY OF September, 2025.

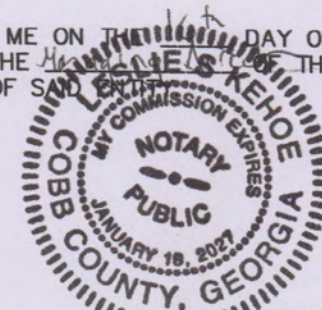
CIBC BANK USA, AN ILLINOIS STATE CHARTERED BANK

BY: Cheryl Spitalnick
CHERYL SPITALNICK
MANAGING DIRECTOR

STATE OF GEORGIA
COUNTY OF FULTON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 16th DAY OF September, 2025, BY Cheryl Spitalnick, KNOWN TO ME TO BE THE MANAGING DIRECTOR OF THE CIBC BANK USA, AN ILLINOIS STATE CHARTERED BANK, ON BEHALF OF SAID BANK.

John S. Oelke
NOTARY PUBLIC, STATE OF GEORGIA
MY COMMISSION EXPIRES: 1-18-2027



APPROVED BY THE PLANNING COMMISSION ON THIS 10 DAY OF October, 2023. THIS PLAT IS HEREBY APPROVED BY THE PLANNING COMMISSION OF THE CITY OF SEGUIN TEXAS, OR ITS AGENT IN TESTIMONY WHEREOF WITNESS OF THE OFFICIAL SIGNATURE.

Rafael CHAIRPERSON
Francis Davis RECORDER

MD CITY ENGINEER
9/30/2025 DATE

P. Centeno DIRECTOR OF PLANNING
10/01/25 DATE

LEGEND:

NTS	NOT TO SCALE
ESM'T	EASEMENT
OPR	GUADALUPE COUNTY OFFICIAL PUBLIC RECORDS
DR	GUADALUPE COUNTY DEED RECORDS
R.O.W.	RIGHT OF WAY
SQ. FT.	SQUARE FEET
	SET 1/2" IRON RODS W/ ORANGE PLASTIC CAPS STAMPED "WESTWOOD"
	FOUND MONUMENT AS NOTED
	EASEMENT LINE

ACKERMAN SEGUIN SUBDIVISION

ESTABLISHING LOTS 1 AND 2, ACKERMAN SEGUIN SUBDIVISION, BEING A 119.2485 ACRE TRACT OF LAND SITUATED WITHIN THE JD CLEMENTS SURVEY, ABSTRACT 11, GUADALUPE COUNTY, TEXAS AND BEING THAT SAME 119.2485 ACRE TRACT RECORDED IN DOCUMENT NO. 202399012909, GUADALUPE COUNTY OFFICIAL PUBLIC RECORDS

Westwood

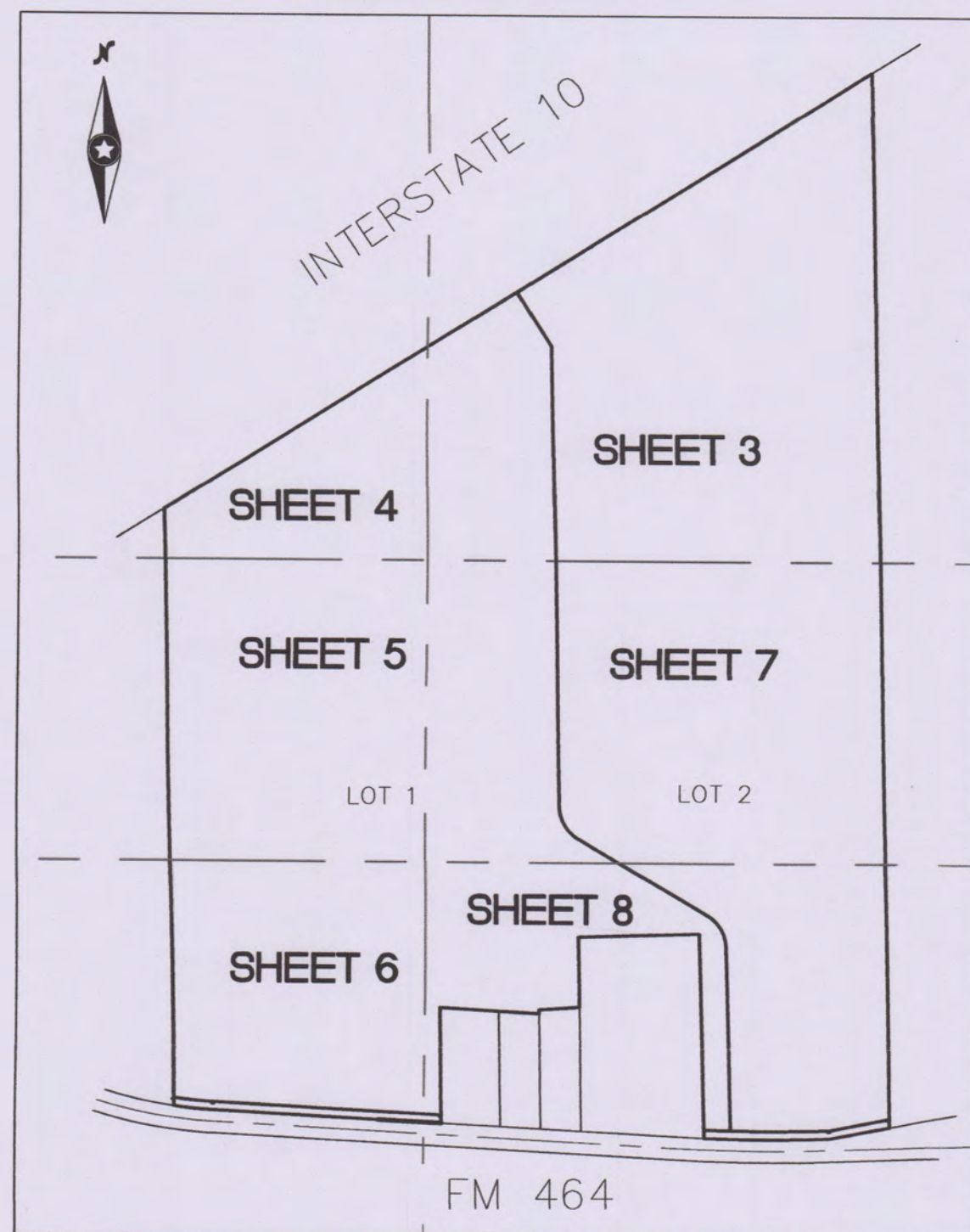
Phone (210) 265-8300 211 North Loop 1604 East, Suite 205
Toll Free (888) 937-5150 San Antonio, TX 78232
westwoodps.com

Westwood Professional Services, Inc.

TBPELS SURVEYING FIRM NO. 10074301 - TBPELS ENGINEERING FIRM NO. 11756

PROJECT NUMBER: R0045497.00
DATE OF PREPARATION: 08-21-2025

INDEX MAP (NTS)



202599024900 VOL 10. PGS 517 - 624
I certify this instrument was FILED and RECORDED in the OFFICIAL PUBLIC RECORDS of Guadalupe County, Texas on 10/02/2025 10:40:02 AM PAGES: 8 MORGAN TERESA KIEL, COUNTY CLERK



Teresa Kiel

CERTIFIED TO BE A TRUE
AND CORRECT COPY.
Guadalupe County Clerk
PAGE 1 OF 9 MT

OCT 0 2 2025

METES AND BOUNDS DESCRIPTION:

FIELD NOTE DESCRIPTION OF A 119.2485 ACRE TRACT OF LAND SITUATED WITHIN THE JD CLEMENTS SURVEY, ABSTRACT 11, GUADALUPE COUNTY, TEXAS, BEING THAT SAME 119.2485 ACRE TRACT RECORDED IN DOCUMENT NO. 202399012909, GUADALUPE COUNTY OFFICIAL PUBLIC RECORDS (OPR); IN ALL, SAID 119.2485 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH CAP STAMPED "TRI-COUNTY" FOUND ON THE NORTH RIGHT OF WAY LINE OF FARM TO MARKET HIGHWAY 464 FOR THE SOUTHEAST CORNER OF A CALLED 5.22 ACRE TRACT DESCRIBED IN DEED TO KL MUELLER PROPERTIES, LLC, IN VOLUME 2535, PAGE 874, OPR FOR THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE ALONG THE COMMON EAST LINE OF SAID 5.22 ACRE TRACT AND THE WEST LINE OF THE HEREIN DESCRIBED TRACT OF LAND, NORTH 01°55'33" WEST, 624.71 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID 5.22 ACRE TRACT, FOR A REENTRANT CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE ALONG THE COMMON NORTH LINE OF SAID 5.22 ACRE TRACT AND THE SOUTH LINE OF THE HEREIN DESCRIBED TRACT OF LAND, SOUTH 88°09'51" WEST, 370.25 FEET TO A 1" IRON PIPE FOUND AT THE COMMON NORTHWEST CORNER OF SAID 5.22 ACRE TRACT AND A REENTRANT CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE ALONG WEST LINE OF SAID 5.22 ACRE TRACT COINCIDENT WITH THE EAST LINE OF THE HEREIN DESCRIBED TRACT OF LAND, SOUTH 01°21'46" EAST, 214.60 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "TRI-COUNTY" FOUND ON THE WEST LINE OF SAID 5.22 ACRE TRACT, ALSO BEING THE NORTHEAST CORNER OF A CALLED 1.052 ACRE TRACT DESCRIBED IN DEED TO TYLER LAWSON IN DOCUMENT NO. 202199044303, OPR, A SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, FROM WHICH A 1/2" IRON ROD WITH CAP STAMPED "WESTWOOD" SET IN THE NORTH ROW LINE OF FARM TO MARKET HIGHWAY 464, AT THE SOUTHWEST CORNER OF SAID 5.22 ACRE TRACT AND THE SOUTHEAST CORNER OF SAID 1.052 TRACT BEARS SOUTH 01°21'46" EAST, 378.58 FEET FOR REFERENCE;

THENCE ALONG THE COMMON NORTH LINE OF SAID 1.052 ACRE TRACT AND THE SOUTH LINE OF THE HEREIN DESCRIBED TRACT OF LAND, SOUTH 86°26'27" WEST, 123.40 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "TRI-COUNTY" FOUND AT THE NORTHWEST CORNER OF SAID 1.052 ACRE TRACT, FOR A REENTRANT CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE ALONG THE COMMON WEST LINE OF SAID 1.052 ACRE TRACT AND EAST LINE OF THE HEREIN DESCRIBED TRACT OF LAND, SOUTH 01°22'22" WEST, 12.06 FEET TO AN IRON PIPE FOUND AT THE NORTHEAST CORNER OF A CALLED 1.0 ACRE TRACT, DESCRIBED IN DEED TO MARY AFFLERBACH, ET AL IN VOLUME 4500, PAGE 372, DR, FOR A REENTRANT CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE ALONG THE COMMON NORTH LINE OF SAID 1.0 ACRE TRACT AND THE SOUTH LINE OF THE HEREIN DESCRIBED TRACT OF LAND, NORTH 86°43'23" WEST, 123.25 FEET TO A 1/2" IRON ROD FOUND FOR AN ANGLE POINT AT THE NORTHEAST CORNER OF A CALLED 1.442 ACRE TRACT DESCRIBED IN DEED TO NANCY AND JAMES PEARSON IN DOCUMENT NO. 2017002102, OPR;

THENCE ALONG THE COMMON NORTH LINE OF SAID 1.442 ACRE TRACT AND THE SOUTH LINE OF THE HEREIN DESCRIBED TRACT OF LAND, NORTH 86°51'36" WEST, 180.14 FEET TO A 1-1/2" IRON PIPE FOUND AT THE NORTHWEST CORNER OF SAID 1.443 ACRE TRACT FOR A REENTRANT CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE ALONG THE COMMON WEST LINE OF SAID 1.442 ACRE TRACT AND THE EAST LINE OF THE HEREIN DESCRIBED TRACT OF LAND, SOUTH 01°22'11" EAST, 353.69 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "TRI-COUNTY" FOUND ON THE NORTH RIGHT OF WAY LINE OF FARM TO MARKET HIGHWAY 464, AT THE SOUTHWEST CORNER OF SAID 1.442 ACRE TRACT, FOR THE WESTERLY SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE ALONG THE COMMON NORTH RIGHT OF WAY LINE OF FARM TO MARKET ROAD 464, AND THE SOUTH LINE OF THE HEREIN DESCRIBED TRACT OF LAND, NORTH 87°02'25" WEST, 193.66 FEET TO A 1/2" IRON ROD FOUND FOR AN ANGLE POINT;

THENCE CONTINUING ALONG THE COMMON NORTH RIGHT OF WAY LINE OF FARM TO MARKET HIGHWAY 464, AND THE SOUTH LINE OF THE HEREIN DESCRIBED TRACT OF LAND, NORTH 87°00'21" WEST, 505.39 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "WESTWOOD" SET AT THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 120.35', A RADIUS OF 1397.33', A DELTA OF 4°56'06" AND A CHORD BEARING AND DISTANCE OF NORTH 84°19'36" WEST, 120.31 FEET TO A 1" IRON PIPE FOUND AT THE SOUTHEAST CORNER OF LOT 1, BV ADDITION, RECORDED IN VOLUME 7, PAGE 787, GUADALUPE COUNTY PLAT RECORDS, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE ALONG THE COMMON EAST LINE OF SAID LOT 1, BV ADDITION, AND THE WEST LINE OF THE HEREIN DESCRIBED TRACT OF LAND, NORTH 01°18'29" WEST, 1818.05 FEET TO A TXDOT MONUMENT WITH ALUMINUM CAP FOUND ON THE SOUTH RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 10 FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE ALONG THE COMMON SOUTH RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 10 AND THE NORTH LINE OF THE HEREIN DESCRIBED TRACT OF LAND, NORTH 58°12'53" EAST, 170.03 FEET TO A TXDOT MONUMENT WITH ALUMINUM CAP FOUND FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE CONTINUING ALONG THE COMMON SOUTH RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 10, AND THE NORTH LINE OF THE HEREIN DESCRIBED TRACT OF LAND, NORTH 58°06'01" EAST, 2373.98 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "WESTWOOD" FOUND FOR THE NORTHWEST CORNER OF LOT 1, CATERPILLAR POWER SYSTEMS SUBDIVISION, COINCIDENT WITH THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE ALONG THE COMMON WEST LINE OF SAID LOT 1, CATERPILLAR POWER SYSTEMS SUBDIVISION, AND THE EAST LINE OF THE HEREIN DESCRIBED TRACT OF LAND, SOUTH 01°15'11" EAST, 3216.95 FEET TO A 1/2" IRON ROD FOUND ON THE NORTH RIGHT OF WAY LINE OF FARM TO MARKET HIGHWAY 464, FOR THE SOUTHWEST CORNER OF SAID LOT 1, CATERPILLAR POWER SYSTEMS SUBDIVISION, COINCIDENT WITH THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, FROM WHICH A TXDOT MONUMENT WITH ALUMINUM CAP FOUND BEARS NORTH 78°59'57" EAST, 203.97 FEET FOR REFERENCE;

THENCE ALONG THE COMMON NORTH RIGHT OF WAY LINE OF FARM TO MARKET HIGHWAY 464 AND THE SOUTH LINE OF THE HEREIN DESCRIBED TRACT OF LAND, SOUTH 79°00'16" WEST, 182.96 FEET TO A TXDOT TYPE II MONUMENT FOUND FOR AN ANGLE POINT;

THENCE CONTINUING ALONG THE COMMON NORTH RIGHT OF WAY LINE OF FARM TO MARKET HIGHWAY 464 AND THE SOUTH LINE OF THE HEREIN DESCRIBED TRACT OF LAND, SOUTH 88°22'03" WEST, 73.57 FEET TO A TXDOT TYPE II MONUMENT FOUND AT THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 314.03', A RADIUS OF 5694.12, A DELTA OF 03°09'35" AND A CHORD BEARING AND DISTANCE OF NORTH 89°41'27" WEST, 313.99 FEET TO THE POINT OF BEGINNING

CONTAINING IN ALL, 119.2485 ACRES OR 5,194,464 SQUARE FEET OF LAND. BEARINGS ARE BASED ON TEXAS STATE PLANE COORDINATES FOR THE SOUTH CENTRAL ZONE, 4204 (NAD 83, 2011 ADJUSTMENT).

TXDOT NOTES:

- FOR RESIDENTIAL DEVELOPMENT DIRECTLY ADJACENT TO STATE RIGHT-OF-WAY, THE DEVELOPER SHALL BE RESPONSIBLE FOR ADEQUATE SET-BACK 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. THE CONCENTRATED RELEASE OF STORM WATER VIA A STREET OR DRIVEWAY TO THE STATE ROADWAY PAVEMENT WILL NOT BE PERMITTED.
- MAXIMUM ACCESS POINTS TO STATE HIGHWAY FROM THIS PROPERTY WILL BE REGULATED AS DIRECTED BY TXDOT'S "ACCESS MANAGEMENT MANUAL".
- 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 AS DIRECTED BY TXDOT.
- ANY TRAFFIC CONTROL MEASURES (RIGHT-TURN LANE, LEFT-TURN LANE, SIGNAL, ETC.) FOR ANY ACCESS FRONTING A STATE MAINTAINED ROADWAY SHALL BE THE RESPONSIBILITY OF THE DEVELOPER.

G.V.E.C. NOTES:

- WHERE UNDERGROUND SERVICES ARE UTILIZED GVEC WILL POSSESS A 5-FOOT WIDE EASEMENT TO THE SERVICE METER LOCATION. EASEMENT TO FOLLOW SERVICE LINE AND WILL VARY DEPENDING ON LOCATION OF BUILDING OR STRUCTURE.
- EACH LOT IS SUBJECT TO A FLOATING 10' WIDE BY 40' LONG GUY WIRE EASEMENT TO BE LOCATED BY GVEC.
- ALL EXISTING GVEC OVERHEAD LINES POSSESS A 30' CENTERLINE EASEMENT, 15' EACH SIDE OF LINE.
- ALL UTILITY EASEMENTS ARE FOR THE CONSTRUCTION, MAINTENANCE (INCLUDING BUT NOT LIMITED TO REMOVAL OF TREES AND OTHER OBSTRUCTIONS WHICH IMPEDE ACCESS, ENDANGER, OR INTERFERE WITH USE OF EASEMENT), INSPECTING, PATROLLING, READING OF METERS, RECONSTRUCTION AND REPAIR OF ALL OVERHEAD AND UNDERGROUND UTILITIES.
- NO BUILDINGS, WELLS OR OTHER OBSTRUCTIONS SHALL BE PLACED IN ANY UTILITY EASEMENT. GVEC SHALL HAVE THE RIGHT OF INGRESS & EGRESS OVER GRANTOR'S ADJACENT LANDS FOR ACCESS OF FACILITIES WHERE ACCESS WITHIN THE UTILITY EASEMENT IS OBSTRUCTED.
- GBRA AGREES TO ALLOW GVEC ACCESS/CROSSING OF THE EASEMENT ALONG THE WESTERN EDGE OF THE PROPERTY AS LAID OUT IN THE GBRA/GVEC ENCROACHMENT AGREEMENT TO BE EXECUTED AFTER THIS PLAT IS RECORDED.

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	314.03'	5694.12'	3°09'35"	N89° 41' 27"W	313.99'
C2	120.35'	1397.33'	4°56'06"	N84° 19' 36"W	120.31'
C3	233.89'	5669.12'	2°21'50"	S89° 54' 43"W	233.88'
C4	122.31'	1372.33'	5°06'24"	N84° 14' 20"W	122.27'
C5	80.35'	5669.12'	0°48'43"	S88° 30' 00"E	80.35'
C6	120.99'	120.00'	57°46'06"	N30° 48' 36"W	115.93'
C7	122.40'	120.00'	58°26'28"	N30° 28' 25"W	117.16'
C8	66.37'	1312.33'	2°53'52"	N85° 20' 26"W	66.36'
C9	38.44'	1282.33'	1°43'03"	S85° 55' 34"E	38.44'
C10	73.36'	45.42'	92°32'31"	N34° 15' 25"W	65.64'
C11	210.32'	200.00'	60°15'12"	N31° 29' 41"W	200.77'
C12	50.49'	50.00'	57°51'31"	N30° 45' 54"W	48.37'
C13	79.22'	50.00'	90°46'47"	N43° 33' 15"E	71.19'
C14	38.86'	50.00'	44°31'55"	S68° 47' 24"E	37.89'
C15	40.02'	50.00'	45°51'36"	S23° 35' 38"E	38.96'
C16	42.76'	50.00'	48°59'57"	S23° 50' 08"W	41.47'
C17	69.35'	120.30'	33°01'50"	S74° 12' 56"W	68.40'

NOTES:

- BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM FOR THE SOUTH CENTRAL ZONE, 4204, NORTH AMERICAN DATUM OF 1983 (2011).
- DIMENSIONS AND COORDINATES SHOWN HEREON ARE SURFACE, UTILIZING A COMBINED SCALE FACTOR OF 1.0001494456 APPLIED AT N=13,758,345.48', E=2,284,508.80'.
- ALL SET PINS ARE 1/2" DIAMETER REBAR WITH AN ORANGE PLASTIC CAP STAMPED "WESTWOOD".
- FOR RESIDENTIAL DEVELOPMENT DIRECTLY ADJACENT TO STATE RIGHT-OF-WAY, THE DEVELOPER SHALL BE RESPONSIBLE FOR ADEQUATE SET-BACK 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. THE CONCENTRATED RELEASE OF STORM WATER VIA A STREET OR DRIVEWAY TO THE STATE ROADWAY PAVEMENT WILL NOT BE PERMITTED.
- MAXIMUM ACCESS POINTS TO STATE HIGHWAY FROM THIS PROPERTY WILL BE REGULATED AS DIRECTED BY TXDOT'S "ACCESS MANAGEMENT MANUAL".
- 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 AS DIRECTED BY TXDOT.
- ANY TRAFFIC CONTROL MEASURES (RIGHT-TURN LANE, LEFT-TURN LANE, SIGNAL, ETC.) FOR ANY ACCESS FRONTING A STATE MAINTAINED ROADWAY SHALL BE THE RESPONSIBILITY OF THE DEVELOPER.
- STORMWATER MANAGEMENT AND RUNOFF IS THE RESPONSIBILITY OF THE PROPERTY OWNER(S) INCLUDING, BUT NOT LIMITED TO: CONSTRUCTION, MAINTENANCE AND OPERATION OF ALL ONSITE FACILITIES WHETHER TEMPORARY EROSION/SEDIMENTATION CONTROL) OR PERMANENT INCLUDING CONVEYANCE, STORAGE, DISCHARGE AND REGULATORY COMPLIANCE CONSISTENT WITH APPLICABLE CITY CODES, ORDINANCES, STATE AND FEDERAL LAW.
- SIDEWALKS MEETING ADA REQUIREMENTS ARE REQUIRED ALONG ALL STREETS AND ROADWAYS. SIDEWALK LOCATIONS SHALL BE BASED ON ZONING REQUIREMENTS.
- THIS PLAT IS SUBJECT TO THE CITY OF SEGUIN "UNIFIED DEVELOPMENT CODE."
- THIS PLAT IS SUBJECT TO THE CITY OF SEGUIN "UNIFIED DEVELOPMENT CODE" FOR LANDSCAPING, TREE PROTECTION, AND MITIGATION.
- STORMWATER DETENTION PLANS WILL BE PROVIDED FOR REVIEW AND APPROVAL IN COMPLIANCE WITH ESTABLISHED STORMWATER MANAGEMENT REGULATIONS AND APPROVED BY THE CITY ENGINEER PRIOR TO SITE DEVELOPMENT AND ON SITE CONSTRUCTION ACTIVITIES.
- BUILDING SETBACK LINES SHALL BE PRESCRIBED UNDER THE DESIGNATED ZONING DISTRICT AS ESTABLISHED BY THE CITY OF SEGUIN.
- ALL OPEN SPACES, COMMON AREAS, GREENBELTS, DRAINAGE EASEMENTS OR OTHER AREAS IDENTIFIED AS PRIVATE SHALL BE THE RESPONSIBILITY OF THE OWNER OR OWNERS SUCCESSORS AND / OR ASSIGNS. NO STRUCTURES, BUILDINGS, OR AN INCREASE IN IMPERVIOUS COVER IS ALLOWED IN THE OPEN SPACE LOTS AND DRAINAGE EASEMENTS UNLESS APPROVED BY CITY ENGINEER.
- THE DRAINAGE EASEMENTS INDICATED SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY, AND ABUTTING PROPERTY SHALL NOT BE PERMITTED TO DRAIN INTO THE EASEMENT EXCEPT BY APPROVED METHODS.
- ALL UTILITY EASEMENTS ARE FOR THE CONSTRUCTION, MAINTENANCE (INCLUDING BUT NOT LIMITED TO THE REMOVAL OF TREES AND OTHER OBSTRUCTIONS), READING OF METERS, AND THE REPAIR OF ALL OVERHEAD AND UNDERGROUND UTILITY INFRASTRUCTURE AND APPURTENANCES.
- STORMWATER RUNOFF MANAGEMENT TO MITIGATE THE INCREASE OF RUNOFF FROM LAND DEVELOPMENT REQUIRED.
- LOTS BEING CREATED BY THIS PLAT ARE LOT 1 AND LOT 2, ACKERMAN SEGUIN SUBDIVISION.

LINE TABLE		
LINE	LENGTH	DIRECTION
L1	182.96'	S79° 00' 16"W
L2	73.57'	S88° 22' 03"W
L3	123.40'	S86° 26' 27"W
L4	12.06'	S1° 22' 22"W
L5	123.25'	N86° 43' 23"W
L6	71.44'	S88° 22' 03"W
L7	185.21'	S79° 00' 16"W
L8	191.76'	N87° 02' 25"W
L9	68.85'	S61° 56' 26"E
L10	68.85'	N61° 56' 26"W
L11	31.30'	S74° 45' 52"E
L12	30.00'	S88° 44' 49"W
L13	107.11'	S88° 04' 27"W
L14	127.33'	N88° 04' 27"E
L15	50.00'	S88° 44' 49"W

LINE TABLE		
LINE	LENGTH	DIRECTION
L16	138.25'	N34° 23' 07"W
L17	112.48'	S46° 31' 27"E
L18	166.37'	S34° 23' 07"E
L19	80.00'	S88° 48' 28"W
L20	27.00'	N88° 47' 19"E
L21	42.20'	N88° 48' 28"E
L22	75.25'	S0° 39' 50"E
L23	22.97'	S88° 48' 28"W
L24	23.75'	N1° 21' 46"W
L25	75.25'	N0° 39' 50"W
L26	80.00'	S88° 48' 28"W
L27	91.10'	S27° 41' 43"E
L28	101.91'	S27° 41' 43"E
L29	53.11'	N1° 55' 33"W
L30	15.00'	N88° 09' 51"E

LINE TABLE		
LINE	LENGTH	DIRECTION
L31	16.00'	N1° 15' 11"W
L32	35.36'	S43° 44' 49"W
L33	28.28'	S43° 44' 49"W
L34	799.16'	S1° 15' 11"E

FINAL PLAT OF

ACKERMAN SEGUIN
SUBDIVISION

ESTABLISHING LOTS 1 AND 2, ACKERMAN SEGUIN SUBDIVISION, BEING A 119.2485 ACRE TRACT OF LAND SITUATED WITHIN THE JD CLEMENTS SURVEY, ABSTRACT 11, GUADALUPE COUNTY, TEXAS AND BEING THAT SAME 119.2485 ACRE TRACT RECORDED IN DOCUMENT NO. 202399012909, GUADALUPE COUNTY OFFICIAL PUBLIC RECORDS

Westwood

Phone (210) 265-8300 211 North Loop 1604 East, Suite 205
Toll Free (888) 937-5150 San Antonio, TX 78232
westwoodps.com

Westwood Professional Services, Inc.
TBPELS SURVEYING FIRM NO. 10074301 - TBPELS ENGINEERING FIRM NO. 11756

PROJECT NUMBER: R0045497.00
DATE OF PREPARATION: 08-21-2025

CERTIFIED TO BE A TRUE
AND CORRECT COPY.
Guadalupe County Clerk
PAGE 2 OF 8

OCT 0 2 2025

ACKERMAN SEGUIN
SUBDIVISION

ESTABLISHING LOTS 1 AND 2, ACKERMAN SEGUIN SUBDIVISION, BEING A 119.2485 ACRE TRACT OF LAND SITUATED WITHIN THE JD CLEMENTS SURVEY, ABSTRACT 11, GUADALUPE COUNTY, TEXAS AND BEING THAT SAME 119.2485 ACRE TRACT RECORDED IN DOCUMENT NO. 202399012909, GUADALUPE COUNTY OFFICIAL PUBLIC RECORDS

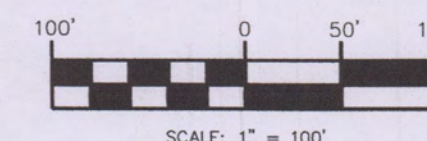
Westwood

Phone (210) 265-8300 211 North Loop 1604 East, Suite 205
Toll Free (888) 937-5150 San Antonio, TX 78232
westwoodps.com

Westwood Professional Services, Inc.

TBPELS SURVEYING FIRM NO. 10074301 - TBPELS ENGINEERING FIRM NO. 11756

PROJECT NUMBER: R0045497.00
DATE OF PREPARATION: 08-21-2025



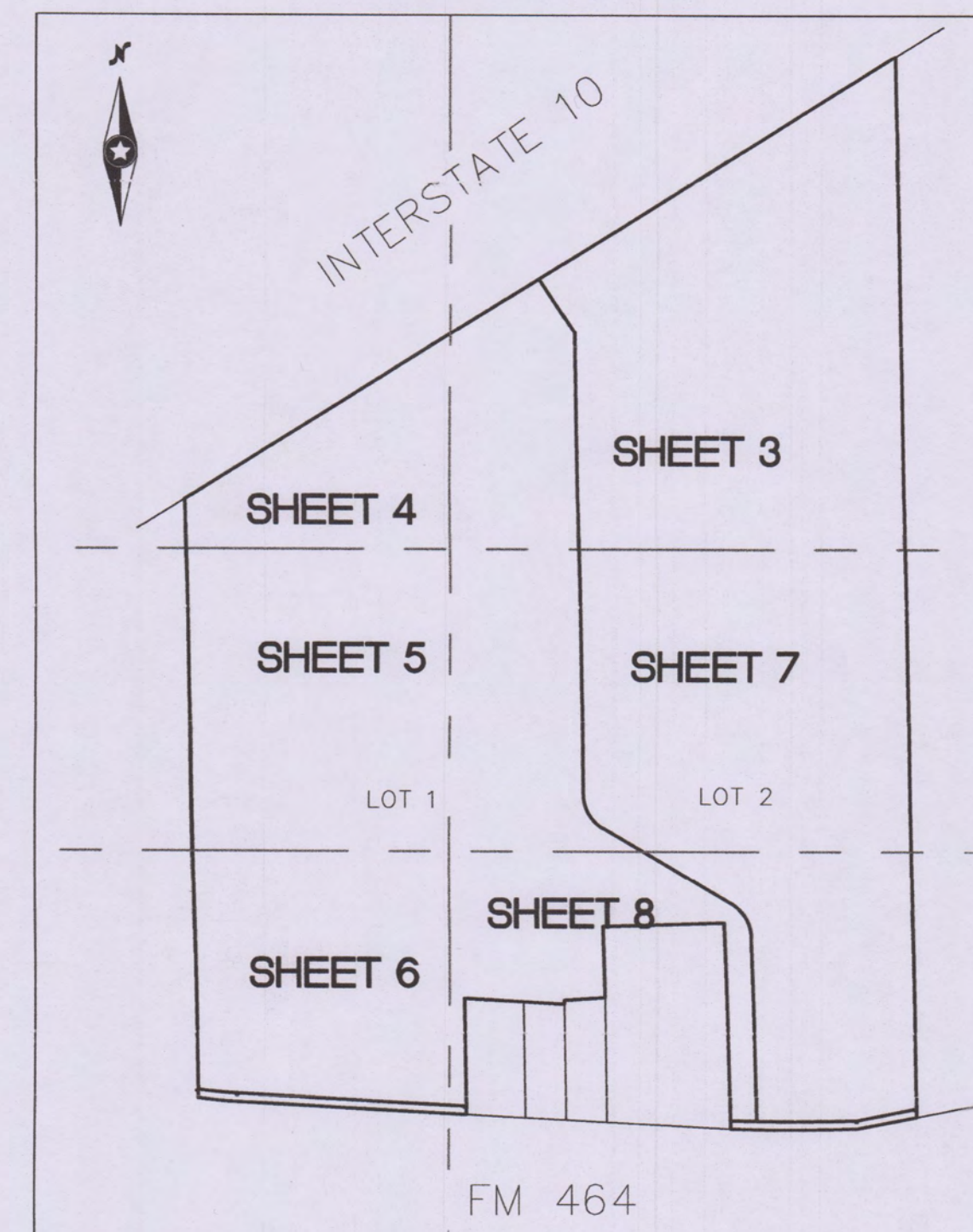
SCALE: 1" = 100'

CERTIFIED TO BE A TRUE
AND CORRECT COPY.
Guadalupe County Clerk
PAGE 3 OF 9 MR

OCT 02 2025

CATERPILLAR INC.
LOT 1, CATERPILLAR POWER
SYSTEMS SUBDIVISION
VOL. 7, PG. 653, PR

INDEX MAP (NTS)



SHEET 3 OF 8

LEGEND:

NTS	NOT TO SCALE
ESM'T	EASEMENT
OPR	GUADALUPE COUNTY OFFICIAL PUBLIC RECORDS
DR	GUADALUPE COUNTY DEED RECORDS
R.O.W.	RIGHT OF WAY
SQ. FT.	SQUARE FEET

SET 1/2" IRON ROD W/ ORANGE PLASTIC CAP
STAMPED "WESTWOOD"

FOUND MONUMENT AS NOTED

EASEMENT LINE

20' WIDE SANITARY SEWER EASEMENT
VOL. 2934, PG. 474, OPR

INTERSTATE HIGHWAY 10
(VARIABLE WIDTH R.O.W.)

N58°06'01"E 2373.98'
N33°09'41"W 198.62'

REMAINDER OF EASEMENT FOR HIGHWAY PURPOSES
VOL. 369, PG. 516, DR

LOT 2
58.034 ACRES

30' ACCESS EASEMENT

LOT 1
60.416 ACRES

N0°15'11"W 1400.11'

MATCH LINE 3&7

FND 1/2" IRON ROD W/ CAP
"WESTWOOD 6530"

PERMANENT ACCESS AND
UTILITY EASEMENT
VOLUME 4188, PAGE 385, OPR

10' WATER LINE AND
ACCESS EASEMENT

15' GVEC EASEMENT

15' GVEC EASEMENT

PERMANENT ACCESS AND
UTILITY EASEMENT
VOLUME 4188, PAGE 385, OPR

15' GVEC EASEMENT

10' WATER LINE AND
ACCESS EASEMENT

PERMANENT ACCESS AND
UTILITY EASEMENT
VOLUME 4188, PAGE 385, OPR

ACKERMAN SEGUIN
SUBDIVISION

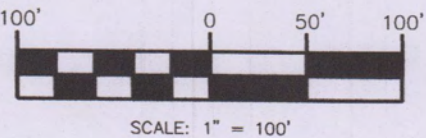
ESTABLISHING LOTS 1 AND 2, ACKERMAN SEGUIN SUBDIVISION, BEING A 119.2485 ACRE TRACT OF LAND SITUATED WITHIN THE JD CLEMENTS SURVEY, ABSTRACT 11, GUADALUPE COUNTY, TEXAS AND BEING THAT SAME 119.2485 ACRE TRACT RECORDED IN DOCUMENT NO. 202399012909, GUADALUPE COUNTY OFFICIAL PUBLIC RECORDS

Westwood

Phone (210) 265-8300 211 North Loop 1604 East, Suite 205
Toll Free (888) 937-5150 San Antonio, TX 78232
westwoodps.com

Westwood Professional Services, Inc.

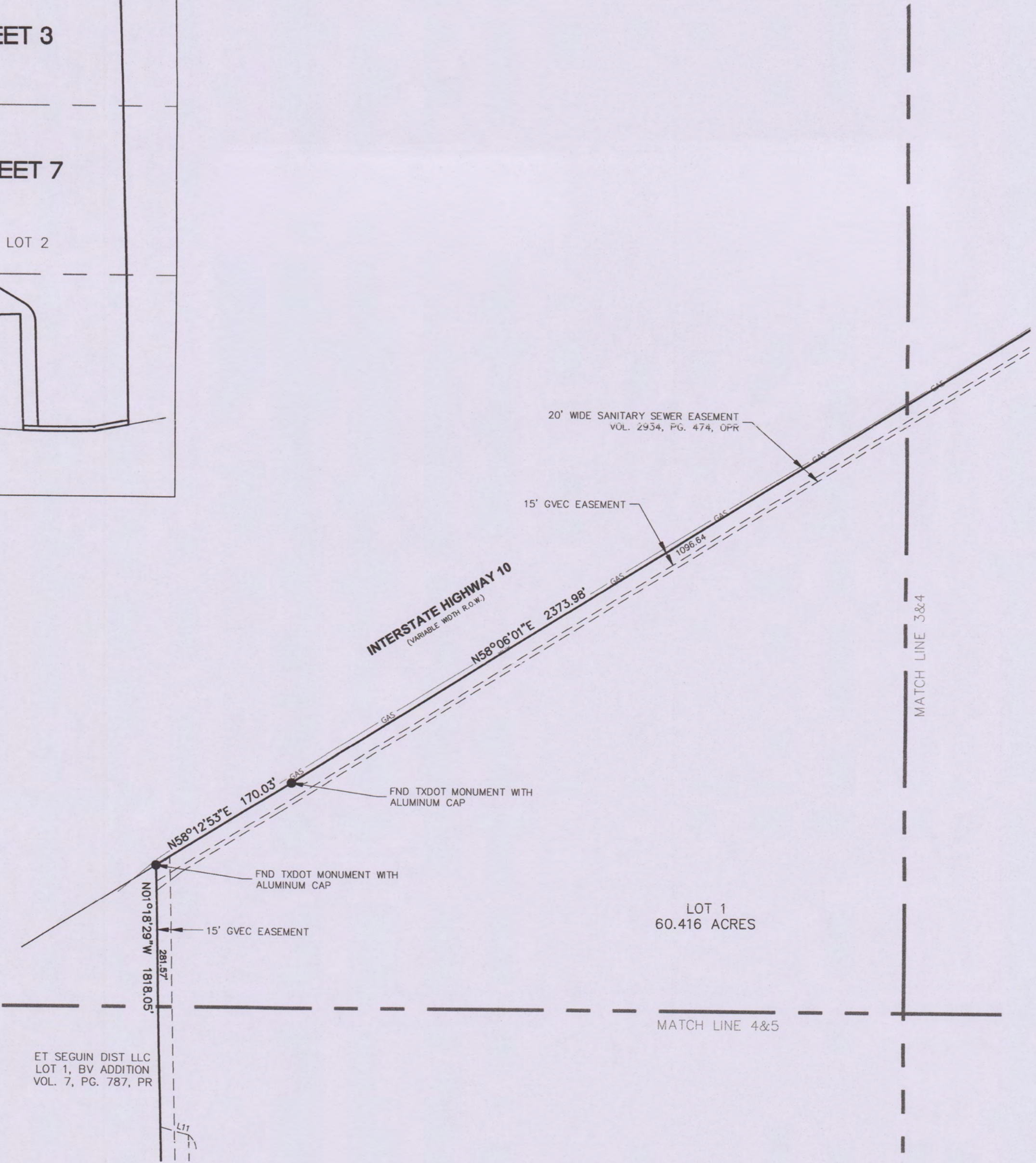
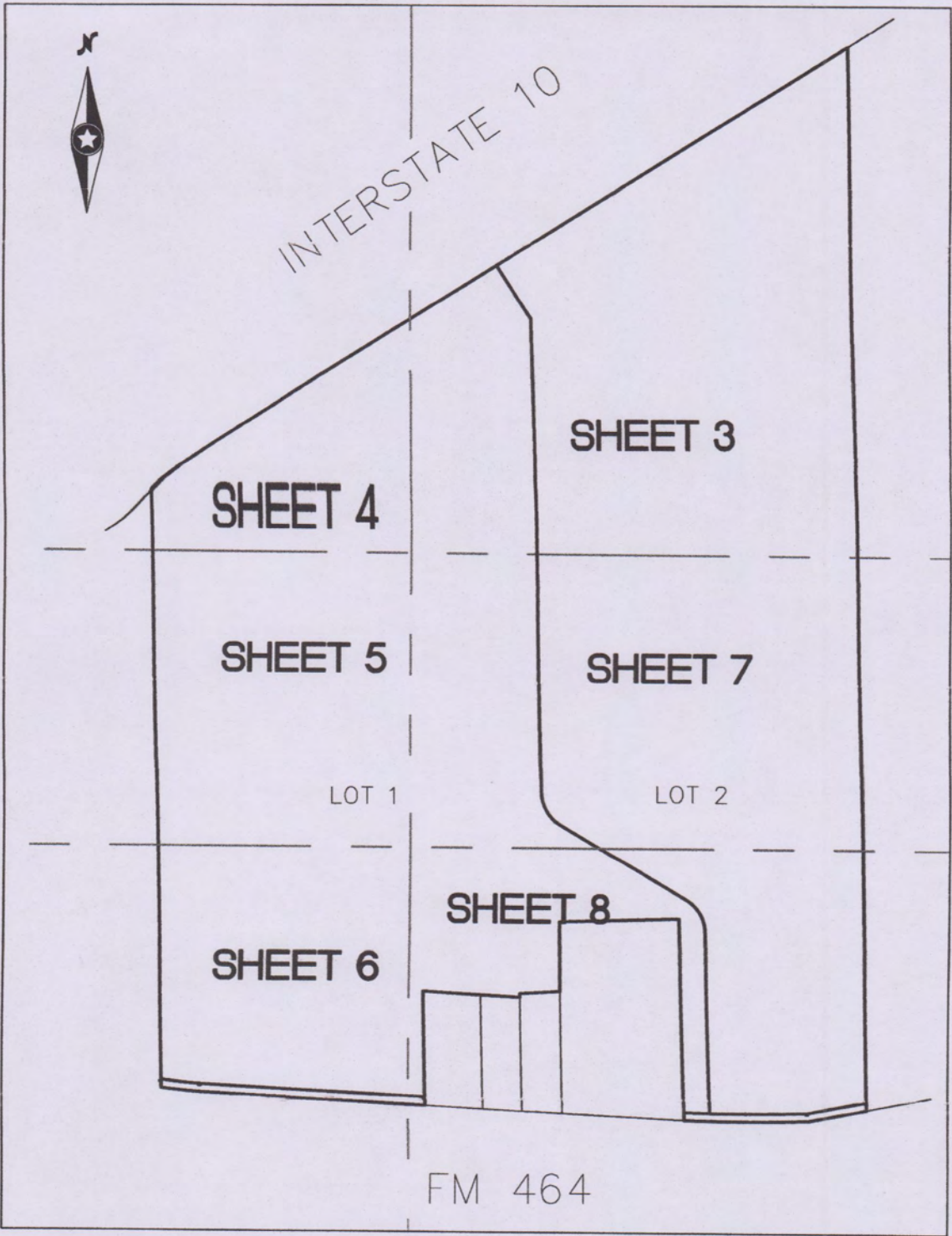
TBPELS SURVEYING FIRM NO. 10074301 - TBPELS ENGINEERING FIRM NO. 11756
PROJECT NUMBER: R0045497.00
DATE OF PREPARATION: 08-21-2025



LEGEND:

NTS	NOT TO SCALE
ESM'T	EASEMENT
OPR	GUADALUPE COUNTY OFFICIAL PUBLIC RECORDS
DR	GUADALUPE COUNTY DEED RECORDS
R.O.W.	RIGHT OF WAY
SQ. FT.	SQUARE FEET
	SET 1/2" IRON ROD W/ ORANGE PLASTIC CAP STAMPED "WESTWOOD"
	FOUND MONUMENT AS NOTED
	EASEMENT LINE

INDEX MAP (NTS)



CERTIFIED TO BE A TRUE
AND CORRECT COPY.
Guadalupe County Clerk
PAGE 4 OF 9 Mr

OCT 02 2025

ACKERMAN SEGUIN SUBDIVISION

ESTABLISHING LOTS 1 AND 2, ACKERMAN SEGUIN SUBDIVISION, BEING A 119.2485 ACRE TRACT OF LAND SITUATED WITHIN THE JD CLEMENTS SURVEY, ABSTRACT 11, GUADALUPE COUNTY, TEXAS AND BEING THAT SAME 119.2485 ACRE TRACT RECORDED IN DOCUMENT NO. 202399012909, GUADALUPE COUNTY OFFICIAL PUBLIC RECORDS

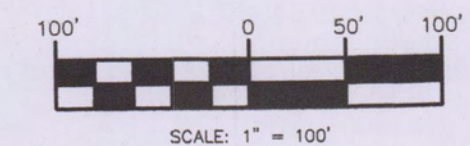
Westwood

Phone (210) 265-8300 211 North Loop 1604 East, Suite 205
Toll Free (888) 937-5150 San Antonio, TX 78232
westwoodps.com

Westwood Professional Services, Inc.

TBPES SURVEYING FIRM NO. 10074301 - TBPES ENGINEERING FIRM NO. 11756

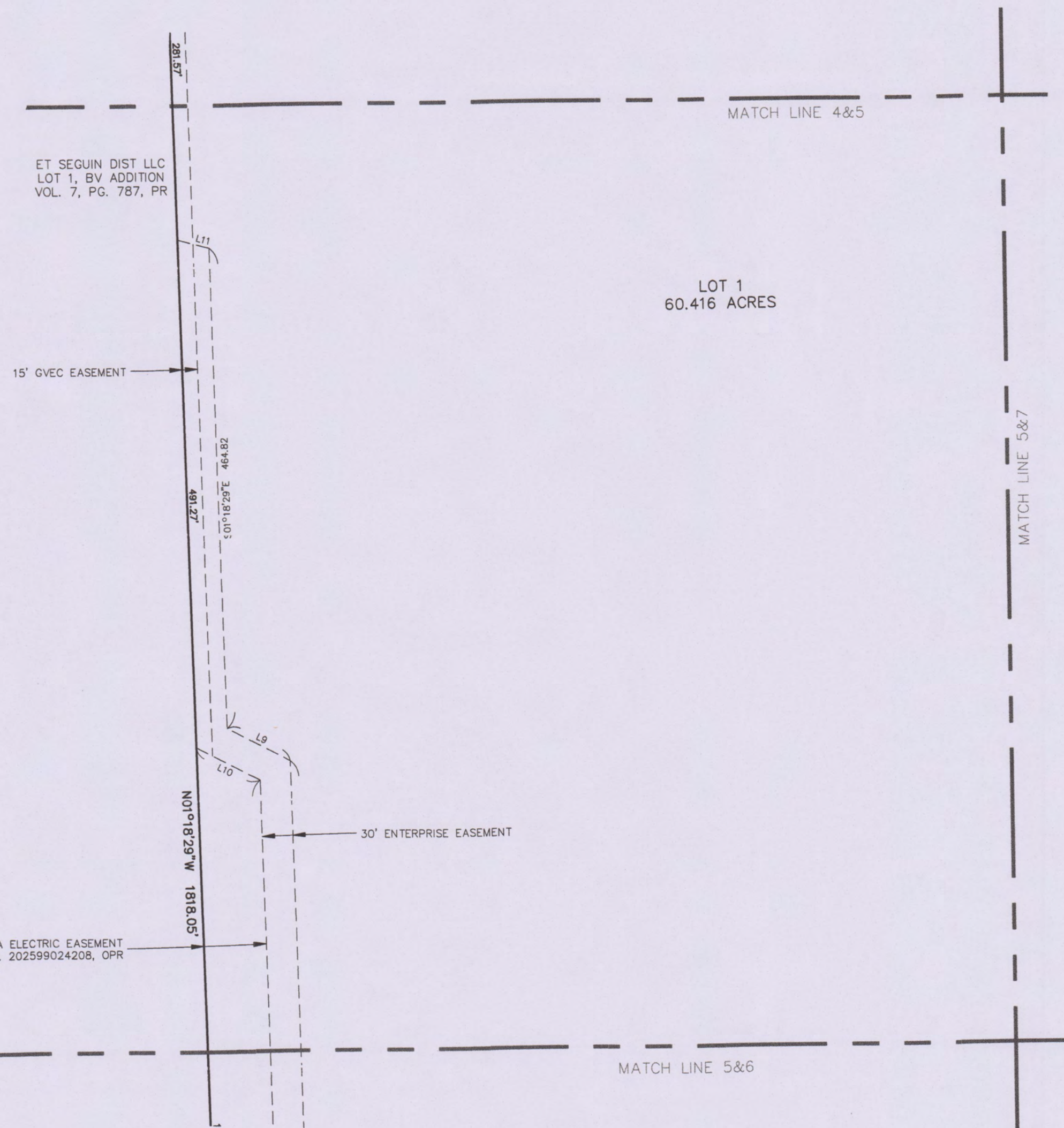
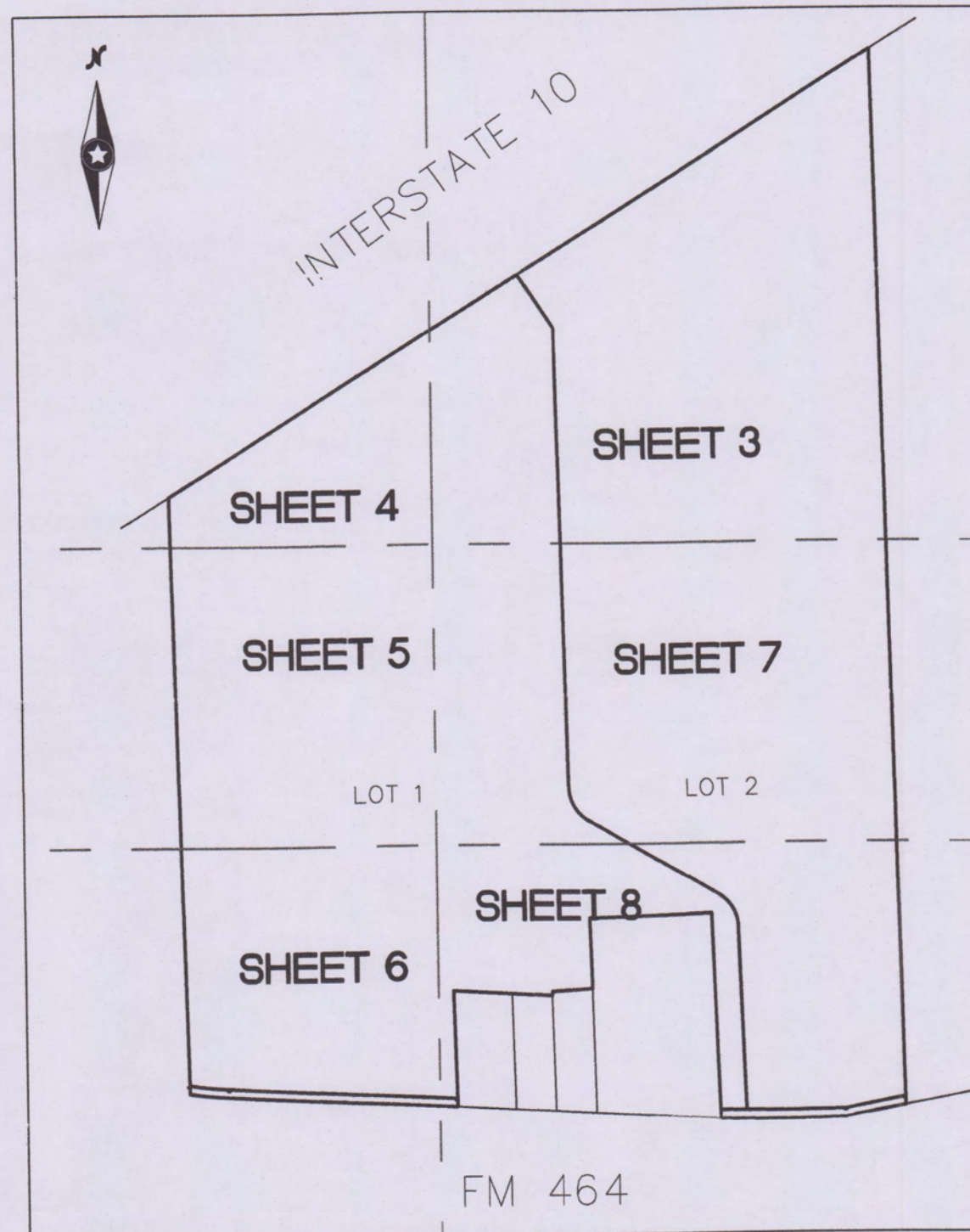
PROJECT NUMBER: R0045497.00
DATE OF PREPARATION: 08-21-2025



LEGEND:

NTS	NOT TO SCALE
ESM'T	EASEMENT
OPR	GUADALUPE COUNTY OFFICIAL PUBLIC RECORDS
DR	GUADALUPE COUNTY DEED RECORDS
R.O.W.	RIGHT OF WAY
SQ. FT.	SQUARE FEET
	SET 1/2" IRON ROD W/ ORANGE PLASTIC CAP STAMPED "WESTWOOD"
	FOUND MONUMENT AS NOTED
	EASEMENT LINE

INDEX MAP (NTS)



CERTIFIED TO BE A TRUE
AND CORRECT COPY.
Guadalupe County Clerk
PAGE 6 OF 9 MR

OCT 02 2025

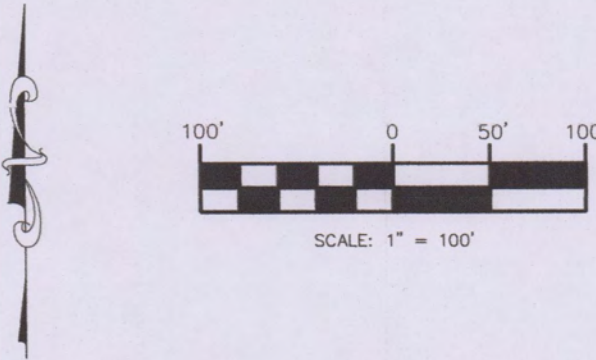
ACKERMAN SEGUIN
SUBDIVISION

ESTABLISHING LOTS 1 AND 2, ACKERMAN SEGUIN SUBDIVISION, BEING A 119.2485 ACRE TRACT OF LAND SITUATED WITHIN THE JD CLEMENTS SURVEY, ABSTRACT 11, GUADALUPE COUNTY, TEXAS AND BEING THAT SAME 119.2485 ACRE TRACT RECORDED IN DOCUMENT NO. 202399012909, GUADALUPE COUNTY OFFICIAL PUBLIC RECORDS

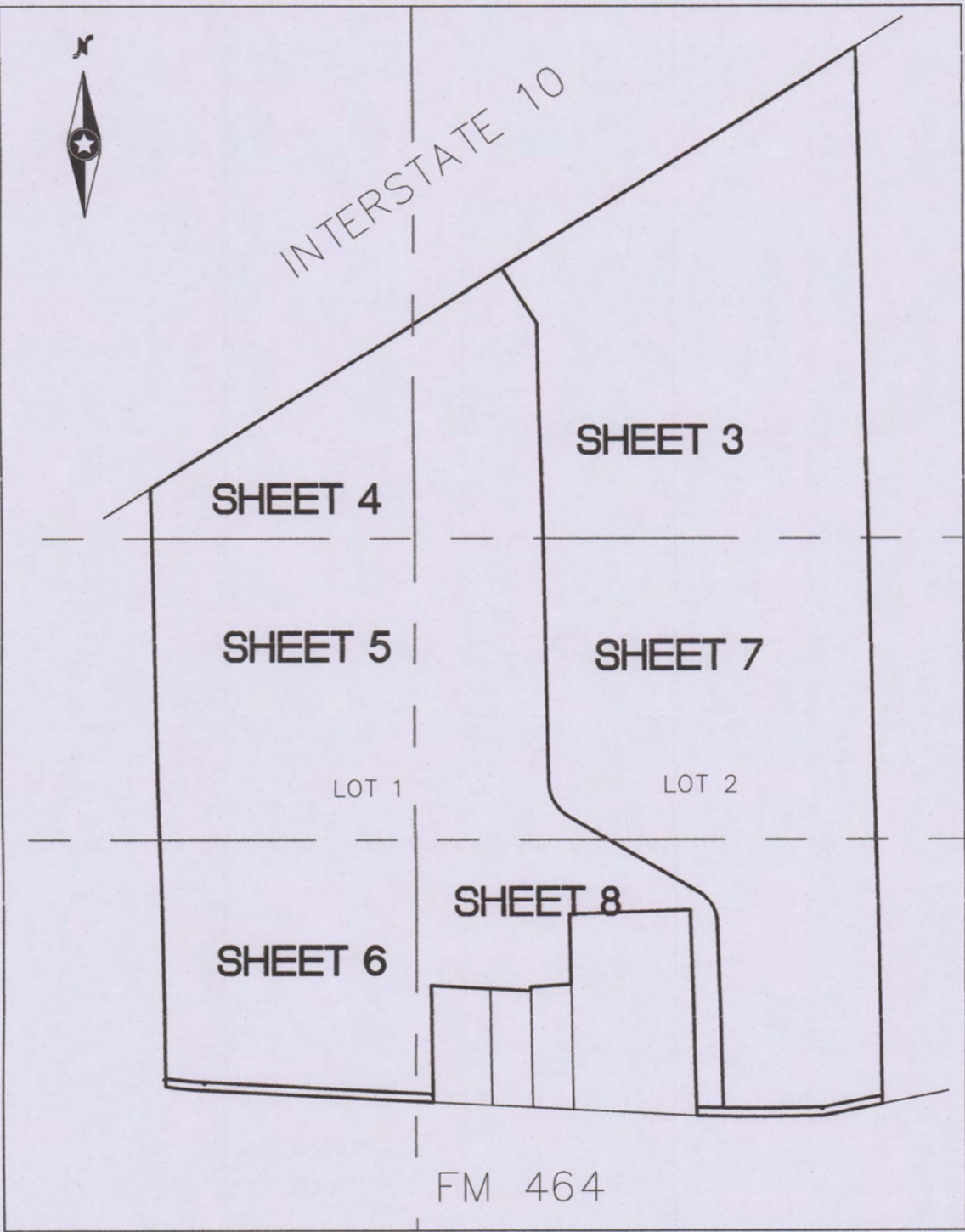
Westwood

Phone (210) 265-8300 211 North Loop 1604 East, Suite 205
Toll Free (888) 937-5150 San Antonio, TX 78232
westwoodps.com

Westwood Professional Services, Inc.
TBPELS SURVEYING FIRM NO. 10074301 - TBPELS ENGINEERING FIRM NO. 11756
PROJECT NUMBER: R0045497.00
DATE OF PREPARATION: 08-21-2025



INDEX MAP (NTS)

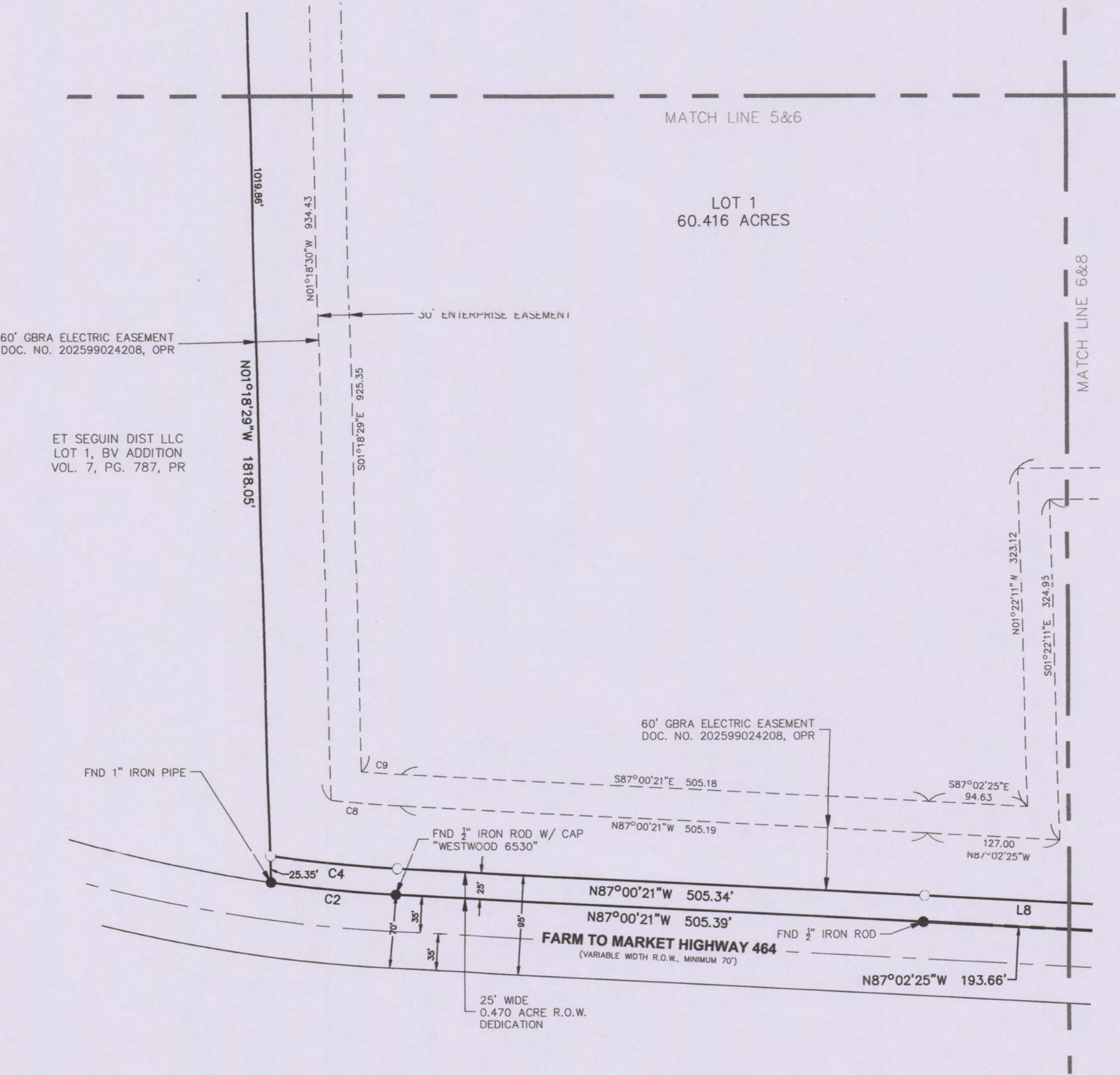


CERTIFIED TO BE A TRUE
AND CORRECT COPY,
Guadalupe County Clerk
PAGE 6 OF 8

OCT 02 2025

LEGEND:

- NTS NOT TO SCALE
- ESM'T EASEMENT
- OPR GUADALUPE COUNTY OFFICIAL PUBLIC RECORDS
- DR GUADALUPE COUNTY DEED RECORDS
- R.O.W. RIGHT OF WAY
- SQ. FT. SQUARE FEET
- SET 1/2" IRON ROD W/ ORANGE PLASTIC CAP STAMPED "WESTWOOD"
- FOUND MONUMENT AS NOTED
- EASEMENT LINE



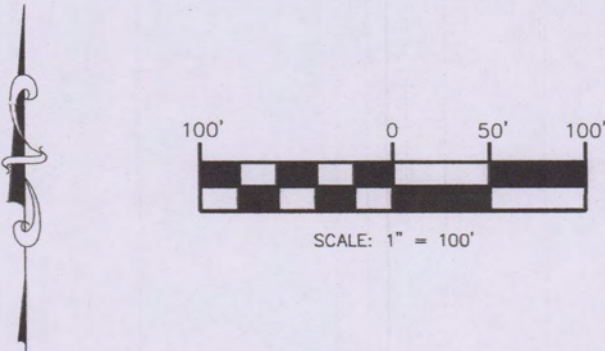
FINAL PLAT OF
**ACKERMAN SEGUIN
SUBDIVISION**

ESTABLISHING LOTS 1 AND 2, ACKERMAN SEGUIN SUBDIVISION, BEING A 119.2485 ACRE TRACT OF LAND SITUATED WITHIN THE JD CLEMENTS SURVEY, ABSTRACT 11, GUADALUPE COUNTY, TEXAS AND BEING THAT SAME 119.2485 ACRE TRACT RECORDED IN DOCUMENT NO. 202399012909, GUADALUPE COUNTY OFFICIAL PUBLIC RECORDS

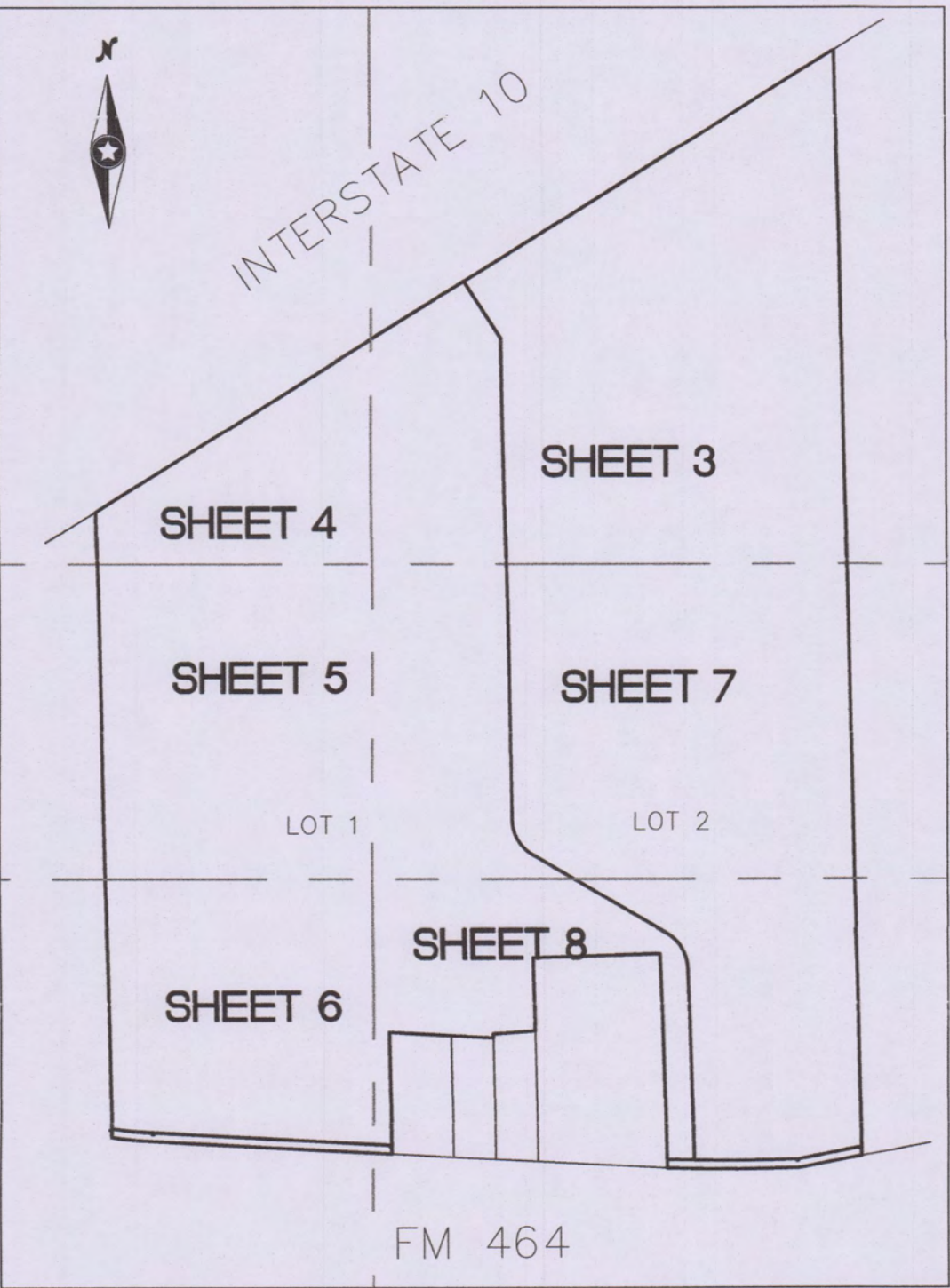
Westwood

Phone (210) 265-8300 211 North Loop 1604 East, Suite 205
Toll Free (888) 937-5150 San Antonio, TX 78232
westwoodps.com

Westwood Professional Services, Inc.
TBPELS SURVEYING FIRM NO. 10074301 - TBPELS ENGINEERING FIRM NO. 11756
PROJECT NUMBER: R0045497.00
DATE OF PREPARATION: 08-21-2025



INDEX MAP (NTS)



CERTIFIED TO BE A TRUE
AND CORRECT COPY.
Guadalupe County Clerk
PAGE 1 OF 9 MC

OCT 02 2025

LEGEND:

- NTS NOT TO SCALE
- ESM'T EASEMENT
- OPR GUADALUPE COUNTY OFFICIAL PUBLIC RECORDS
- DR GUADALUPE COUNTY DEED RECORDS
- R.O.W. RIGHT OF WAY
- SQ. FT. SQUARE FEET

SET 1/2" IRON ROD W/ ORANGE PLASTIC CAP
STAMPED "WESTWOOD"

FOUND MONUMENT AS NOTED

EASEMENT LINE

MATCH LINE 3&7

LOT 1
60.416 ACRES

LOT 2
58.034 ACRES

PERMANENT ACCESS AND
UTILITY EASEMENT
VOLUME 4188, PAGE 385, OPR

15' GVEC EASEMENT

15' WATER LINE AND
ACCESS EASEMENT

16' WATER LINE EASEMENT

CATERPILLAR INC.
LOT 1, CATERPILLAR POWER
SYSTEMS SUBDIVISION
VOL. 7, PG. 653, PR

20' ELECTRIC ESM'T

VARIABLE WIDTH
DRAINAGE EASEMENT

PERMANENT ACCESS AND
UTILITY EASEMENT
VOLUME 4188, PAGE 385, OPR

LOT 2
58.034 ACRES

ACKERMAN SEGUIN SUBDIVISION

ESTABLISHING LOTS 1 AND 2, ACKERMAN SEGUIN SUBDIVISION, BEING A 119.2485 ACRE TRACT OF LAND SITUATED WITHIN THE JD CLEMENTS SURVEY, ABSTRACT 11, GUADALUPE COUNTY, TEXAS AND BEING THAT SAME 119.2485 ACRE TRACT RECORDED IN DOCUMENT NO. 202399012909, GUADALUPE COUNTY OFFICIAL PUBLIC RECORDS

Westwood

Phone (210) 265-8300 211 North Loop 1604 East, Suite 205
Toll Free (888) 937-5150 San Antonio, TX 78232
westwoodps.com

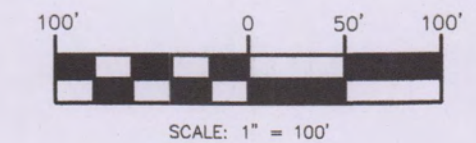
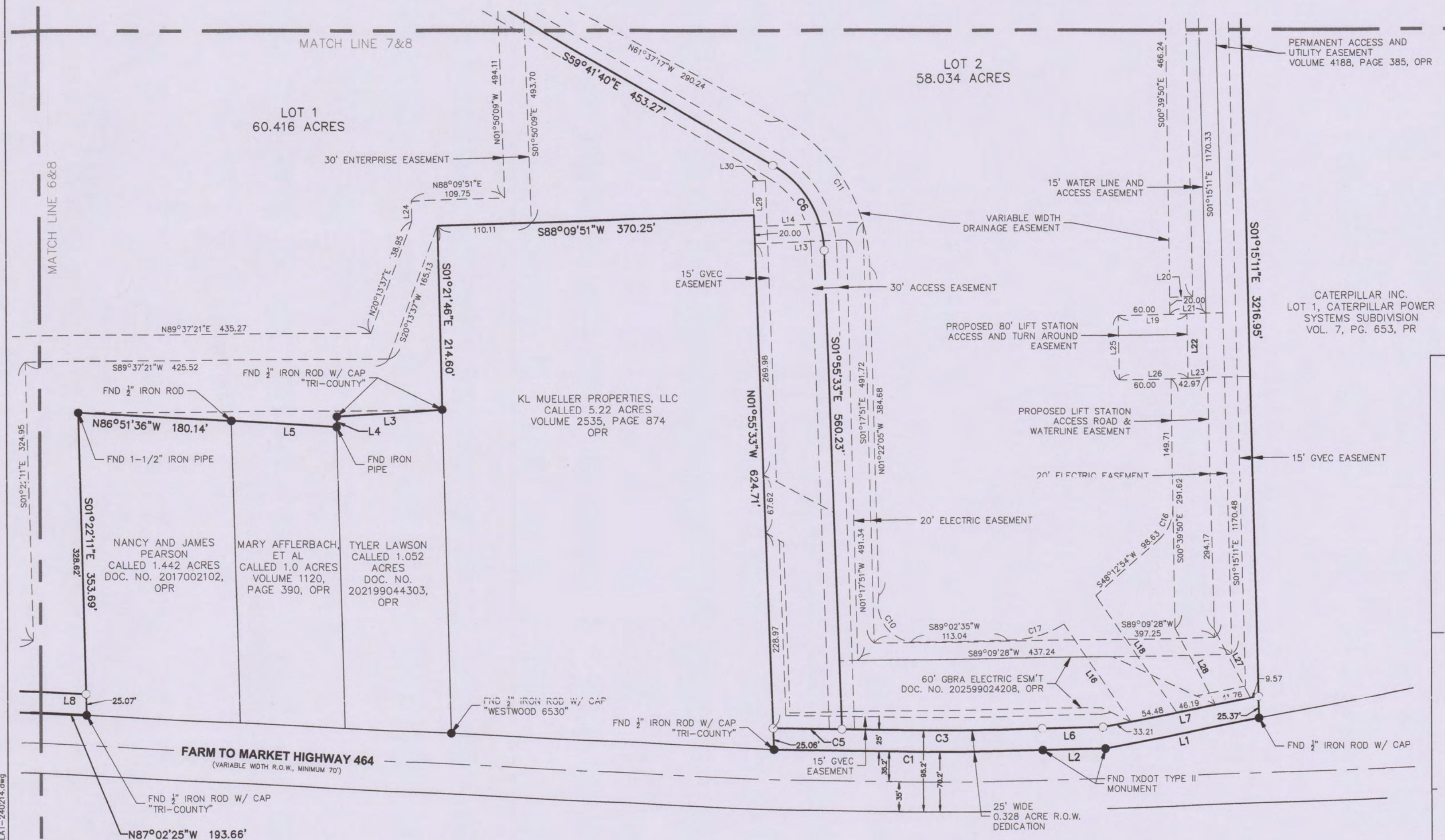
Westwood Professional Services, Inc.

TBPELS SURVEYING FIRM NO. 10074301 - TBPELS ENGINEERING FIRM NO. 11756

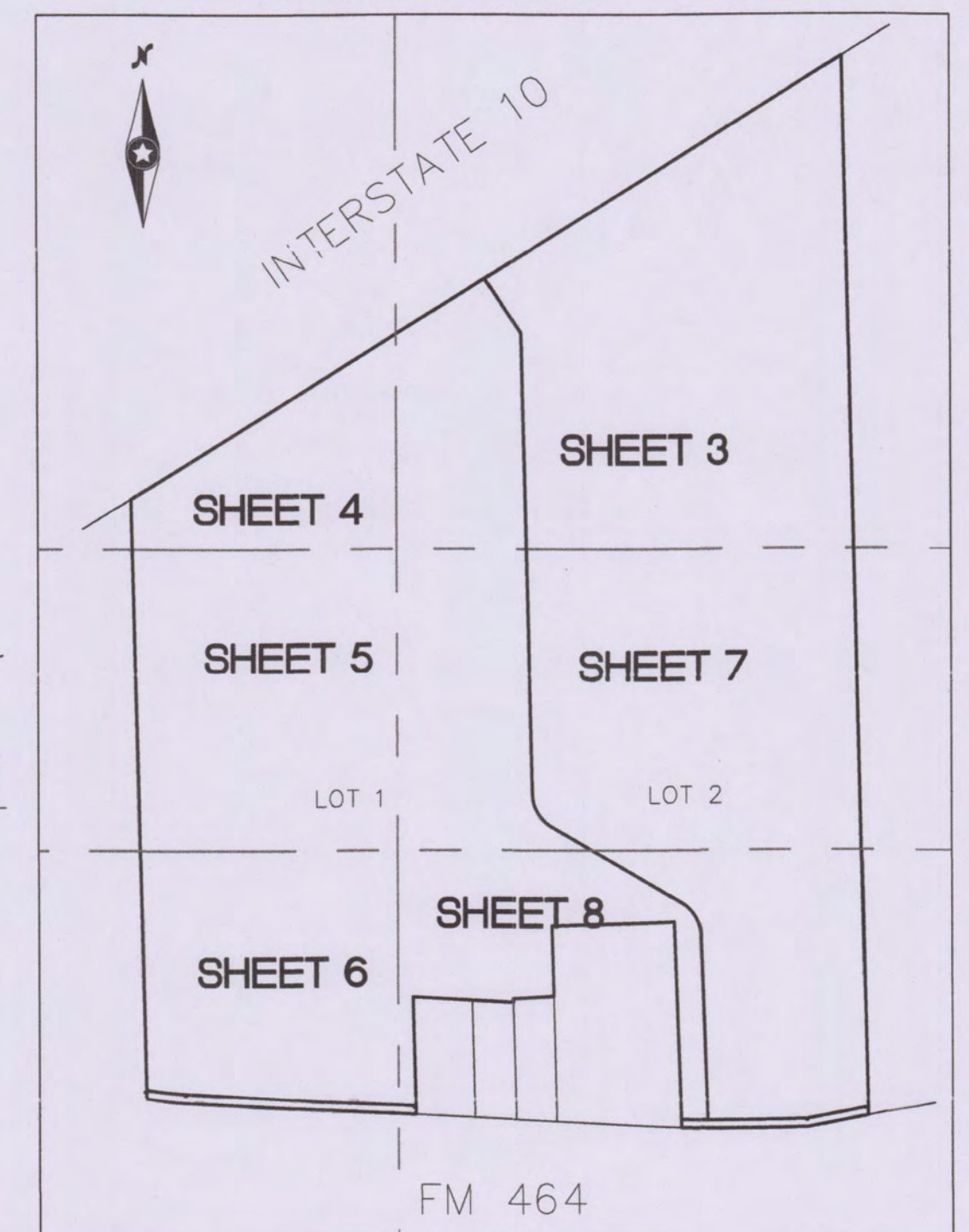
PROJECT NUMBER: R0045497.00
DATE OF PREPARATION: 08-21-2025

LEGEND:

- NTS NOT TO SCALE
- ESM'T EASEMENT
- OPR GUADALUPE COUNTY OFFICIAL PUBLIC RECORDS
- DR GUADALUPE COUNTY DEED RECORDS
- R.O.W. RIGHT OF WAY
- SQ. FT. SQUARE FEET
- SET 1/2" IRON ROD W/ ORANGE PLASTIC CAP STAMPED "WESTWOOD"
- FOUND MONUMENT AS NOTED
- EASEMENT LINE



INDEX MAP (NTS)



CERTIFIED TO BE A TRUE
AND CORRECT COPY,
Guadalupe County Clerk
PAGE 8 OF 9 MR

STATE OF TEXAS
COUNTY OF GUADALUPE
I do hereby certify that the foregoing is a true
and correct copy as the same appears on FILE
AND RECORDED in the Official Public Record
of Guadalupe County, Texas, on the date and
time stamped thereon.

Teresa Kiel
TERESA KIEL
Guadalupe County Clerk
By *[Signature]* Deputy

OCT 0 2 2025

Exhibit B
Project Site Plan

