



ACQUISITION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas, hereinafter referred to as “County”, and BCC ENGINEERING, LLC, hereinafter referred to as “Engineer” to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, County desires to engage the services of the Engineer to perform acquisition services in connection with the acquisition of roadway, utility, and drainage easements for West Lucas Road, hereinafter referred to as the “Project”; and

WHEREAS, Engineer desires to render such acquisition services for County upon the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. Retention of the Engineer

County hereby agrees to retain the Engineer to perform professional acquisition services in connection with the Project; Engineer agrees to perform such services in accordance with the terms and conditions of this Agreement, exercising the same degree of care, skill, and diligence as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances.

II. Scope of Services

2.1 The parties agree that Engineer shall perform such services as are set forth and described in Exhibit “A,” which is attached hereto and thereby made a part of this Agreement. Work to be performed by Engineer for Project shall be preceded by a purchase order issued to Engineer by County. The parties understand and agree that deviations or modifications to the scope of services to be provided by Engineer may be authorized from time to time by the County in the form of written amendments.

2.2 The Engineer shall assist the County in the preparation and filing of documents required for the approval of governmental authorities having jurisdiction over the Project.

III. Schedule of Services

3.1 Engineer agrees to commence its services immediately upon execution of this Agreement, or as otherwise directed in writing by County, and to proceed diligently with said services to completion. Engineer shall not be considered in default of this Agreement for delays in performance caused by circumstances beyond its reasonable control. Should such circumstances occur, Engineer shall, within a reasonable time of being prevented from performing, give written notice to County describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

3.2 In the event that the Engineer is delayed in the progress of the work on the Project by an act or neglect of the County, County's employees, or separate contractors employed by the County, or by changes ordered in the Project, fire, adverse weather conditions not reasonably anticipated, unavoidable casualties or other causes beyond the Engineer's control, or delay authorized by the County pending arbitration, or by other causes which the County and Engineer agree may justify delay, then the Contract Time shall be reasonably extended by Contract Amendment. The County shall have the right at any time to delay or suspend the work or any part thereof for any reasonable time and if this happens, the Engineer's sole remedy for any delays or suspension shall be an extension of time. However, should the delay continue for more than one year past the original completion date in the completion schedule, the Engineer may request to renegotiate their professional fee provided that the fee is reasonable and substantiated by documents showing the need for the requested increase. Any request for a fee increase shall be submitted to County for final approval. The County shall not be independently liable to the Engineer for any delay or interference caused by circumstances beyond the County's control or any delay caused by any other person or entity.

IV. Compensation and Method of Payment

4.1 The parties agree that Engineer shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto as Exhibit "B" and thereby made a part of this Agreement. Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Section 2251.

A. Invoice and Payment

- (1) The Engineer shall provide the County sufficient documentation to reasonably substantiate the invoices.
- (2) The Engineer will issue monthly invoices for all work performed under the Agreement.
- (3) In the event of disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. The County will exercise reasonableness in contesting any portion thereof. NO interest will accrue on any contested portion of the billing until mutually resolved.
- (4) In the event of any conflict between Paragraph IV and Chapter 2251 of the Texas Government Code, The Texas Government Code shall prevail.

V. Information to be Provided by County

5.1 County agrees to furnish to Engineer, prior to Engineer's commencement of its services hereunder, all that information requested, set forth and described on Exhibit "C," which is attached hereto and thereby made a part of this Agreement.

5.2 The County will make its facilities accessible to the Engineer as required for the Engineer's performance of its services. The Engineer represents that it understands the scope of this Agreement and has reviewed and inspected the Project sites, and can fully perform its obligations pursuant to this Agreement. Any failure of the Engineer to acquaint itself with the available information will not relieve the Engineer from its responsibilities pursuant to this Agreement.

5.3 The County shall disclose, to the extent known to the County, the results of prior tests, inspections or investigations conducted for the Project upon request by the Engineer.

VI. Meetings

In addition to providing the progress reports as required under Paragraph IV herein above, Engineer agrees to attend all regularly scheduled meetings with the County and other meetings, as may be required, related to the Project and scheduled by County. Engineer shall, at such meetings, outline work accomplished and any special problem(s) or delays encountered in connection with the Project during the previous reporting period, as well as planned work activities and any special problem(s) or delays anticipated for the next reporting period.

VII. Insurance

Engineer agrees to meet all insurance requirements as set forth on Exhibit "D" which is attached hereto and thereby made a part of this Agreement.

VIII. Indemnity

8.1 Engineer agrees to indemnify the County to the fullest extent allowed by section 271.904 of the Texas Local Government Code, including payment of the County's reasonable attorneys' fees to the extent such is allowed under 271.904(b).

8.2 Engineer must be in compliance with the provisions of Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code. Engineer shall perform services (1) with professional skill and care ordinarily provided by competent Engineers practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent Engineer.

IX. Independent Contractor

The parties hereto acknowledge and agree that in the performance of services hereunder, the Engineer shall be deemed an independent contractor and shall not, with respect to its acts or omissions, be deemed an agent or employee of the County.

X. Assignment and Subletting

Engineer agrees that neither this Agreement nor the services to be performed hereunder will be assigned or sublet without the prior written consent of County. Engineer further agrees that the assignment or subletting or any portion or feature of the services required in the performance of this Agreement shall not relieve Engineer from its full obligations to County as provided by this Agreement.

XI. Audits and Records/Prohibited Interest

11.1 Engineer agrees that at any time during normal business hours, and as often as County may deem necessary, Engineer shall make available to representatives of the County for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the County to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of three (3) years from the date of final settlement of this Agreement or of such other or longer period, if any, as may be required by applicable statute or other lawful requirements.

11.2 Engineer agrees that it is aware of the prohibited interest requirements of Texas state law, which are applicable to persons entering into contracts with the County and will abide by the same. Further, a lawful representative of Engineer shall execute the Affidavit shown in Exhibit "E." Engineer understands and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable.

11.3 Engineer acknowledges to the County that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interest, direct or indirect, in property abutting the proposed Project and business relationships with persons or entities with interest in abutting properties.

XII. Contract Termination

The parties agree that County shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to Engineer. In the event of such termination without cause, Engineer shall deliver to County all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Engineer in connection with this Agreement. Engineer shall have the right to terminate this Agreement upon thirty (30) days written notice to County in the event of the County's breach of any material term of this Agreement, including but not limited to, compensation and method of payment. Regardless of which party initiates termination pursuant to this Section, Engineer

shall be entitled to compensation for any and all services completed to the satisfaction of County in accordance with the provisions of this Agreement prior to termination.

XIV. Ownership of Documents

Original drawings and/or documents created by Engineer are the property of the Engineer; however, the Project is the property of the County, and Engineer may not use the drawings and documents therefor for any purpose not relating to the Project without County's prior written consent. County shall be furnished with such reproductions of drawings and documents as County may reasonably require. Any use of the Original drawings and documents for any other purpose other than the Project described herein will be at the County's sole risk and without liability or legal exposure to Engineer, unless Engineer specifically authorizes or agrees with such use.

XV. Complete Contract

15.1 This Agreement, including the exhibits attached hereto and numbered "A" through "E," constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

15.2 Warranties contained in this Agreement are in addition to and not in lieu of, any and all other liability imposed upon the Engineer by law with respect to the Engineer's duties, obligations, and performance hereunder. The Engineer's liability hereunder shall survive the County's final acceptance and payment for the Project. All representations and warranties set forth in this Agreement, including without limitation, this paragraph, shall survive the final completion of the Work or earlier termination of this Agreement. Engineer acknowledges that the County is relying upon the Engineer's skill and experience in performing the services pursuant to this Agreement.

XVI. Mailing of Notices

Unless instructed otherwise in writing, Engineer agrees that all notices or communications to the County permitted or required under this Agreement shall be addressed to the County at the following address:

Mr. Clarence Daughtery, PE
Collin County Engineering
4690 Community Ave., Ste. 200
McKinney, TX 75071

Mr. Bill Bilyeu
Collin County Administrator
2300 Bloomdale Rd., Ste. 4192
McKinney, TX 75071

County agrees that all notices or communications to Engineer permitted or required under this Agreement shall be addressed to Engineer at the following address:

Mr. Christopher Meszler, PE
BCC Engineering, LLC
1903 Central Drive, Ste. 100
Bedford, TX 76021

All notices or communications required to be given in writing by one party or the other shall be considered as having been given on the date such notice or communication is sent by the sending party.

XVII. Miscellaneous

A. Paragraph Headings

The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

B. Interpret Contract Fairly

Although this Agreement is drafted by County, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorable for either party.

C. Venue/Governing Law

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin County, Texas.

D. Parties Bound

County and Engineer, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

E. Severability

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

F. Effective Date

This Agreement shall be effective from and after execution by both parties hereto.

G. Term of Agreement

The term of this Agreement shall the effective date on the date of award through and including project completion.

H. Observe and Comply

Consultant shall at all times observe and comply with all federal and State laws and regulations and with all City ordinances and regulations which in any way affect this Agreement and the work hereunder, and shall observe and comply with all orders, laws, ordinances and regulations which may exist or may be enacted later by governing bodies having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof shall be considered. Consultant agrees to defend, indemnify and hold harmless County and all of its officers, agents, and employees from and against all claims or liability arising out of the violation or any such order, law, ordinance, or regulation, whether it be by itself or its employees.

I. Expenses for Enforcement

Expenses for Enforcement - In the event either party hereto is required to employ an attorney to enforce the provisions of this agreement or required to commence legal proceedings to enforce the provisions hereof, the prevailing party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement including collection.

J. Force Majeure

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

WITNESS OUR HANDS AND SEALS on the date indicated below.

COLLIN COUNTY, TEXAS

By: _____
Michelle Charnoski, NIGP-CPP, CPPB
Purchasing Agent

Date: _____

Approved by Court Order No. _____

BCC ENGINEERING, LLC

By: Christophe Meszler, PE

Title: Texas Director of Engineering

Date: 03-01-2022

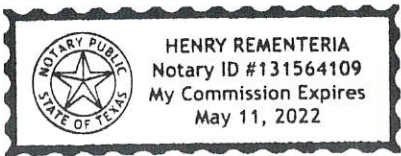
ACKNOWLEDGMENT

STATE OF TEXAS }

COUNTY OF Tarrant }

BEFORE ME, Henry Rementeria on this day personally appeared Christopher Meszler, of BCC Engineering, LLC, a Florida corporation, known to me (or proved to me on the oath of _____ or through Driver's License (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act and deed of the corporation, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 1st day of March, 2022.



Henry Rementeria

Notary Public, State of Texas

Henry Rementeria

Printed Name

My Commission expires on the day of 11th, may 2022.

STATE OF TEXAS }

COUNTY OF COLLIN }

BEFORE ME, _____ on this day personally appeared Michelle Charnoski, Purchasing Agent of COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act and deed of COLLIN COUNTY, TEXAS, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2022.

Notary Public, State of Texas

Printed Name

My Commission expires on the day of _____, _____.

EXHIBIT "A"

SCOPE OF SERVICES

BCC generally follows the TxDOT right-of-way procedures:

- 1.1 Introduction to property owners regarding the process
 - 1.1.1 Develop an explanation of the need for the property for the project
 - 1.1.2 Public/Governmental need for private property
 - 1.1.3 Why the private property is needed
 - 1.1.4 Explanation of the process to the property owners
- 2.1 Donation of Easements requests
- 3.1 Compensation
 - 3.1.1 Creation of exhibits by SAM and are not part of the BCC agreement. BCC will coordinate and manage the exhibit production.
 - 3.1.2 "Just compensation" and appraisals
 - 3.1.3 Administrative settlements discussions
 - 3.1.4 Incidental expenses reviews
- 4.1 Damages to remaining property determination
- 5.1 Relocation of Improvements -- Not anticipated for the West Lucas Road Project
- 6.1 Time Allowed for Relocation -- Not anticipated for the West Lucas Road Project
- 7.1 Property adjustment work and Right of Entry
- 8.1 Farming of crops might be considered for the WLR project and might have an impact on schedule
- 9.1 Impacts to Mortgages, VA Loan, Small Business Loan, Income Taxes
- 10.1 Eminent Domain proceedings will be avoided
- 11.1 Relocation assistance and benefits -- Not anticipated for the West Lucas Road Project
- 12.1 Request for funding for purchases from Collin County Court
- 13.1 Recording of donations and/or purchases

Notes:

Assume easements are acquired in the name of the City of Lucas.

2022-203

EXHIBIT "B"

PAYMENT SCHEDULE

Invoices will be transmitted to the County on a monthly basis based on a percentage of completion up to that time.

The fee structure for these services will be lump sum based on 20 parcels at the rate of \$2,000.00 per parcel. The lump sum contract amount will be \$40,000.00. Additional easements can be added to this agreement at a rate of \$2,000.00 per easement.

2022-203

EXHIBIT "C"

INFORMATION TO BE FURNISHED BY THE COUNTY

The County will make available to consultant any and all information, data, etc. as it may have in its possession relating to the project.

EXHIBIT "D"

INSURANCE REQUIREMENTS

1.1 Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

1.1.1 Commercial General Liability insurance at minimum combined single limits of (\$1,000,000 per-occurrence and \$2,000,000 general aggregate) for bodily injury and property damage, which coverage shall include products/completed operations at \$2,000,000 per occurrence. Coverage must be written on an occurrence form.

1.1.2 Workers Compensation insurance at statutory limits, including employers liability coverage at \$500,000. In addition to these, the contractor must meet each stipulation below as required by the Texas Department of Insurance, Division of Workers' Compensation. (Note: If you have questions concerning these requirements, you are instructed to contact the DWC at (512)440-3789).

1.1.2.1 Definitions: Certificate of coverage ("certificate"); A copy of a certificate of authority of self-insure issued by the commission, or a coverage agreement (DWC-81, DWC-82, DWC-83, OR DWC-84), showing statutory workers compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in 406.096) includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

1.1.2.2 The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

1.1.2.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

1.1.2.4 If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

1.1.2.5 The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

1.1.2.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

1.1.2.5.2 no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

1.1.2.6 The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

1.1.2.7 The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

1.1.2.8 The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

1.1.2.9 The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

1.1.2.9.1 provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

1.1.2.9.2 provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

1.1.2.9.3 provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

1.1.2.9.4 obtain from each other person with whom it contracts, and provide to the contractor:

1.1.2.9.4.1 a certificate of coverage, prior to the other person beginning work on the project; and

1.1.2.9.4.2 a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

1.1.2.9.5 retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

1.1.2.9.6 notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

1.1.2.9.7 contractually require each person with whom it contracts, to perform as required by paragraphs 1.1.2.1 through 1.1.2.7, with the certificates of coverage to be provided to the person for whom they are providing services.

1.1.2.10 By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

1.1.2.11 The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

1.1.3 Commercial Automobile Liability insurance shall be no less than \$1,000,000 combined single limits per accident for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

1.1.4 Professional Liability Insurance at minimum limits of \$1,000,000. This policy must have a two (2) year extended period of coverage, (i.e. tail coverage). If you choose to have project coverage endorsed onto your base policy, this would be acceptable.

1.2 The required limits may be satisfied by any combination of primary, excess or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The vendor may maintain reasonable and customary deductibles, subject to approval by County.

1.3 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

1.3.1 A waiver of subrogation in favor of County, its officials, employees, volunteers and officers shall be contained in all policies.

1.3.2 The vendor's insurance coverage shall name County as additional insured under the General Liability policy.

1.3.3 All insurance policies shall be endorsed to the effect that County will receive at least thirty (30) days' notice prior to cancellation, non-renewal or termination of the policy.

1.3.4 All copies of Certificates of Insurance shall reference the project/contract number.

1.4 All insurance shall be purchased from an insurance company that meets the following requirements:

1.4.1 A financial rating of A-VII or higher as assigned by the BEST Rating Company or equivalent.

1.5 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

1.5.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

1.5.2 Sets forth the notice of cancellation or termination to County.

EXHIBIT "E"

AFFIDAVIT OF REGULATION OF CONFLICTS OF INTEREST

The undersigned declares and affirm that during the term of this contract they will maintain compliance as defined in Vernon's Texas Codes Annotated, Local Government Code Title 5, Section C, Chapter 171.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

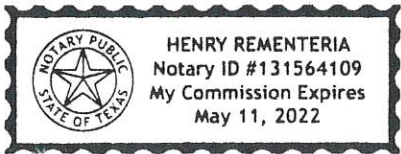
Name of Engineer: Christopher Meszler, PE - BEC Engineering, LLC
Title of Officer: Texas Director of Engineering
Signature of Officer: [Handwritten Signature]
Date: 03-01-2022

ACKNOWLEDGMENT

STATE OF TEXAS }
COUNTY OF Tarrant }

BEFORE ME, on this day personally appeared Christopher Meszler, known to me (or proved to me on the oath of _____ or through driver's license (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 1st day of March, 2022.



[Handwritten Signature]
Notary Public, State of Texas
Henry Rementeria
Printed Name

My Commission expires on the 11th day of May, 2022.