MUNICIPAL SERVICES AGREEMENT

BETWEEN THE CITY OF FORT WORTH, TEXAS

AND

QUAIL VALLEY DEVCO VIA, LLC & QUAIL VALLEY DEVCO VIB, LLC

This Municipal Services Agreement ("Agreement") is entered into on _____ day of _____, ____ by and between the City of Fort Worth, Texas, a home-rule municipality of the State of Texas, ("City") and <u>QUAIL VALLEY DEVCO VIA</u>, <u>LLC & QUAIL VALLEY DEVCO VIB</u>, <u>LLC</u> ("Owners").

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement.

WHEREAS, Section 43.0671 of the LGC permits the City to annex an area if each owner of land in an area requests the annexation;

WHEREAS, where the City elects to annex such an area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the Property on or after the effective date of annexation (the "Effective Date");

WHEREAS, Owner owns certain parcels of land situated in <u>PARKER</u> County, Texas, which consists of approximately <u>138.8</u> acres of land in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit "A" attached and incorporated herein by reference ("Property");

WHEREAS, Owner has filed a written request with the City for full-purpose annexation of the Property, identified as Annexation Case No. <u>AX-24-001</u> ("Annexation Case");

WHEREAS, City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the Annexation Case and execution of this Agreement are subject to approval by the Fort Worth City Council; and

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

- **1. PROPERTY.** This Agreement is only applicable to the Property, which is the subject of the Annexation Case.
- 2. INTENT. It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law. For purposes of this Agreement, "full

municipal services" means all services provided by the City within its full-purpose boundaries, including water and wastewater services and excluding gas or electrical service.

3. MUNICIPAL SERVICES.

- a. Commencing on the Effective Date, the City will provide the municipal services set forth below. As used in this Agreement, "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable city ordinances, rules, regulations, and policies.
 - i. <u>Fire</u> The City's Fire Department will provide emergency and fire protection services comparable with the provision of services available in other parts of the municipality with topography, land use and population density similar to the level of service contemplated or projected in the area.
 - ii. <u>Police</u> The City's Police Department will provide protection and law enforcement services.
 - iii. <u>Emergency Medical Services</u> The City's Fire Department and MedStar (or other entity engaged by the City after the Effective Date) will provide emergency medical services.
 - iv. <u>Planning and Zoning</u> The City's Development Services Department will provide comprehensive planning, land development, land use, and building review and inspection services in accordance with all applicable laws, rules, and regulations.
 - v. <u>Parks and Recreational Facilities</u> Residents of the Property will be permitted to utilize all existing publicly-owned parks and recreational facilities and all such facilities acquired or constructed after the Effective Date (including community service facilities, libraries, swimming pools, etc.), throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation; provided, however, that the City will provide for maintenance and operation of the same upon acceptance of legal title thereto by the City and appropriations therefor. In the event the City acquires any other parks, facilities, or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.
 - vi. <u>Other Publicly Owned Buildings</u> Residents of the Property will be permitted to use all other publicly owned buildings and facilities where the public is granted access.
 - vii. <u>Stormwater Utility Services</u> The Property will be included in the City's Stormwater Utility service area and will be assessed a monthly fee based on the amount of impervious surface. The fees will cover the direct and indirect costs of stormwater management services.
 - viii. <u>Roads and Streets (including Street lighting)</u> The City's Transportation and Public Works Department will maintain the public streets and streetlights over which the City has jurisdiction. The City will provide regulatory signage services in accordance with the City policies and procedures and applicable laws.
 - ix. <u>Water and Wastewater to Existing Structures</u> Occupied structures that are

using water-well and on-site sewer facilities on the Effective Date may continue to use the same. If a property owner desires to connect an existing structure to the City water and sewer system, then the owner may request a connection and receive up to 200 linear feet of water and sewer extension at the City's cost for each occupied lot or tract in accordance with the City's "Policy for the Installation of Community Facilities" and applicable law. Once connected to the City's water and sanitary sewer mains, the water and sanitary sewage service will be provided by the City at rates established by City ordinances for such service.

- x. <u>Solid Waste Services</u> The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.
- xi. <u>Code Compliance</u> The City's Code Department will provide education, enforcement, and abatement relating to code violations within the Property.
- xii. <u>Full Municipal Services</u> Commencing on the Effective Date, the City will provide to the Property all services provided by the City within its full-purpose boundaries and not otherwise listed above, except as provided in Section 3(b).
- b. The City will provide water service and wastewater treatment service to developments established after the Effective Date in accordance with, and on the schedule determined by, the City's extension policies and applicable law and at rates established by City ordinances for such services.
- c. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.
- d. Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.
- 4. SERVICE LEVEL. The City will provide the Property with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the City with topography, land use, and population density similar to those reasonably contemplated or projected for the Property.
- **5. AUTHORITY.** City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the Annexation Case is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.
- 6. SEVERABILITY. If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
- 7. INTERPRETATION. The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted

according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

- **8. GOVERNING LAW AND VENUE.** Venue shall be in the state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division and construed in conformity with the provisions of Texas Local Government Code Chapter 43.
- **9.** NO WAIVER. The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.
- **10. GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.
- **11. COUNTERPARTS**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- **12. CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
- **13. AGREEMENT BINDS AND BENEFITS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property, is binding on the Owner and the City, and is enforceable by any current or future owner of any portion of the Property.
- 14. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

CITY OF FORT WORTH

By: _____

Name: ______

Assistant City Manager

Approved as to Form and Legality:

By:_____

Name:

Deputy City Attorney

By: _____

Name:

Contract Manager

By: _____

Name: ______

City Secretary

Approvals:

M&C: By: _____

Ordinance No. By: _____

State of Texas_____§ County of Tarrant_____§

This instrument was acknowledged before me on the _____ day of _____, ___, by _____, <u>Assistant City Manager</u> of the City of Fort Worth, a Texas municipal corporation, on behalf of said corporation.

Ву:_____

Notary Public, State of Texas

QUAIL VALLEY DEVCO VIA, LLC	
By:	
Name: Seth Carpenter	
Title: Vice President	
State of <u>Texas</u> §	
County of <u>Dallas</u>	
This instrument was acknowledged before $20 \land \checkmark$ by Soth Cormonton Vice President on	
20 25, by <u>Seth Carpenter, Vice President</u> on	benalt of Quali Valley Devco VIA, LLC.
By Anain King Sattaruh	1
Notary Public, State of THE AS	CONNIE RENA SATTERWHITE Notary Public, State of Texas Comm. Expires 11-20-2027 Notary ID 10365712

QUAIL VALLEY DEVCO VIB, LLC
By:
Name: Seth Carpenter
Title: Vice President
State of§
County of <u>Dallas</u>
This instrument was acknowledged before me on the May of May of May ,
20 25, by Seth Carpenter, Vice President on behalf of Quail Valley Devco VIB, LLC.
By: Connin Rm Satternith CONNIE RENA SATTERWHITE
Notary Public, State of Texas Notary Public, State of Texas Notary ID 10365712

ANNEXATION BOUNDARY

LAND DESCRIPTION:

BEING a 138.8 acre tract of land situated in the Houston Tap & Brazoria Railroad Company Survey, Abstract No. 654, the I & G.N. Railroad Company Survey, Abstract No. 1995, the I & G.N. Railroad Company Survey, Abstract No. 1996 and the Heirs of C.H. Higbee Survey, Abstract No. 2740 and being a portion of that certain tract of land described by Special Warranty Deed to Walsh Ranches Limited Partnership, recorded in Volume 1699, Page 1765 of the Deed Records of Parker County, Texas (D.R.P.C.T.) and Volume 12624, Page 92 of the Deed Records of Tarrant County, Texas (D.R.T.C.T.) and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the most southeasterly corner of Lot 5-X, Block 74 of the Final Plat of Walsh Ranch - Quail Valley Residential, an addition to the City of Fort Worth as recorded in Cabinet F, Slide 455 of the Plat Records, Parker County, Texas (P.R.P.C.T.);

THENCE, along the southerly line of said Lot 5-X the following:

South 60 degrees 24 minutes 04 seconds West a distance of 213.44 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

South 29 degrees 35 minutes 56 seconds East a distance of 86.41 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

South 86 degrees 15 minutes 18 seconds West a distance of 97.49 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars";

North 64 degrees 00 minutes 23 seconds West a distance of 121.75 feet to a 5/8 inch iron rod found with plastic cap stamped "Huitt-Zollars" at the **POINT OF BEGINNING**;

THENCE, over and across said Walsh Ranches Limited Partnership tract the following:

South 14 degrees 02 minutes 32 seconds East a distance of 331.31 feet to a point for corner at the beginning of a non-tangent curve to the right having a central angle of 10 degrees 03 minutes 12 seconds, a radius of 2,090.00 feet, and subtended by a 366.25 foot chord which bears North 86 degrees 26 minutes 04 seconds East;

Along said curve to the right an arc distance of 366.72 feet to a point for corner;

South 01 degrees 27 minutes 41 seconds West a distance of 288.59 feet to a point for corner;

South 17 degrees 12 minutes 10 seconds East a distance of 168.09 feet to at the beginning of a non-tangent curve to the left having a central angle of 04 degrees 41 minutes 33 seconds, a radius of 890.00 feet, and subtended by a 72.87 foot chord which bears South 70 degrees 27 minutes 03 seconds West;

Along said curve to the left an arc distance of 72.89 feet to a point for corner;

ANNEXATION BOUNDARY

South 21 degrees 53 minutes 43 seconds East a distance of 60.00 feet to a point for corner at the beginning of a non-tangent curve to the left having a central angle of 07 degrees 13 minutes 11 seconds, a radius of 1,815.00 feet, and subtended by a 228.55 foot chord which bears South 33 degrees 57 minutes 02 seconds East;

Along said curve to the left an arc distance of 228.70 feet to a point for corner;

North 50 degrees 09 minutes 24 seconds East a distance of 47.12 feet to a point for corner;

South 39 degrees 20 minutes 07 seconds East a distance of 204.95 feet to a point for corner at the beginning of a non-tangent curve to the left having a central angle of 00 degrees 39 minutes 53 seconds, a radius of 2,520.00 feet, and subtended by a 29.24 foot chord which bears South 50 degrees 19 minutes 57 seconds West;

Along said curve to the left an arc distance of 29.24 feet to a point for corner at the beginning of a compound curve to the left having a central angle of 21 degrees 15 minutes 53 seconds, a radius of 520.00 feet, and subtended by a 191.89 foot chord which bears South 39 degrees 22 minutes 03 seconds West;

Along said curve to the left an arc distance of 192.99 feet to a point for corner;

South 16 degrees 17 minutes 44 seconds East a distance of 21.51 feet to a point for corner;

South 60 degrees 30 minutes 00 seconds East a distance of 14.82 feet to a point for corner;

South 29 degrees 30 minutes 00 seconds West a distance of 52.00 feet to a point for corner;

North 60 degrees 30 minutes 00 seconds West a distance of 10.00 feet to a point for corner;

South 69 degrees 59 minutes 59 seconds West a distance of 19.48 feet to a point for corner at the beginning of a non-tangent curve to the left having a central angle of 20 degrees 25 minutes 23 seconds, a radius of 520.00 feet, and subtended by a 184.37 foot chord which bears South 09 degrees 27 minutes 41 seconds West;

Along said curve to the left an arc distance of 185.35 feet to a point for corner;

South 00 degrees 45 minutes 00 seconds East a distance of 108.84 feet to a point for corner;

South 46 degrees 15 minutes 00 seconds East a distance of 21.03 feet to a point for corner;

North 88 degrees 15 minutes 00 seconds East a distance of 10.00 feet to a point for corner;

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South 01 degrees 45 minutes 00 seconds East a distance of 52.00 feet to a point for corner;

South 88 degrees 15 minutes 00 seconds West a distance of 11.03 feet to a point for corner;

South 44 degrees 23 minutes 58 seconds West a distance of 21.63 feet to a point for corner at the beginning of a non-tangent curve to the right having a central angle of 11 degrees 02 minutes 01 seconds, a radius of 1,030.00 feet, and subtended by a 198.04 foot chord which bears South 06 degrees 28 minutes 59 seconds West;

Along said curve to the right an arc distance of 198.35 feet to a point for corner;

South 12 degrees 00 minutes 00 seconds West a distance of 51.28 feet to a point for corner;

South 35 degrees 30 minutes 00 seconds East a distance of 20.27 feet to a point for corner;

South 83 degrees 00 minutes 00 seconds East a distance of 10.00 feet to a point for corner;

South 07 degrees 00 minutes 00 seconds West a distance of 52.00 feet to a point for corner;

North 83 degrees 00 minutes 00 seconds West a distance of 14.55 feet to a point for corner;

South 54 degrees 30 minutes 00 seconds West a distance of 22.12 feet to a point for corner;

South 12 degrees 00 minutes 00 seconds West a distance of 89.77 feet to a point for corner at the beginning of a curve to the left having a central angle of 14 degrees 20 minutes 35 seconds, a radius of 495.00 feet, and subtended by a 123.59 foot chord which bears South 04 degrees 49 minutes 43 seconds West;

Along said curve to the left an arc distance of 123.91 feet to a point for corner;

South 47 degrees 36 minutes 20 seconds East a distance of 21.44 feet to a point for corner;

North 88 degrees 00 minutes 00 seconds East a distance of 14.64 feet to a point for corner;

South 02 degrees 00 minutes 00 seconds East a distance of 52.00 feet to a point for corner;

South 88 degrees 00 minutes 00 seconds West a distance of 10.00 feet to a point for corner;

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South 38 degrees 30 minutes 12 seconds West a distance of 19.48 feet to a point for corner at the beginning of a non-tangent curve to the left having a central angle of 00 degrees 08 minutes 19 seconds, a radius of 495.00 feet, and subtended by a 1.20 foot chord which bears South 11 degrees 55 minutes 50 seconds East;

Along said curve to the left an arc distance of 1.20 feet to a point for corner;

South 12 degrees 00 minutes 00 seconds East a distance of 101.04 feet to a point for corner at the beginning of a curve to the right having a central angle of 08 degrees 11 minutes 16 seconds, a radius of 830.00 feet, and subtended by a 118.51 foot chord which bears South 07 degrees 54 minutes 22 seconds East;

Along said curve to the right an arc distance of 118.61 feet to a point for corner;

South 49 degrees 20 minutes 13 seconds East a distance of 20.82 feet to a point for corner at the beginning of a non-tangent curve to the left having a central angle of 00 degrees 14 minutes 45 seconds, a radius of 2,331.00 feet, and subtended by a 10.00 foot chord which bears North 84 degrees 18 minutes 49 seconds East;

Along said curve to the left an arc distance of 10.00 feet to a point for corner;

South 05 degrees 48 minutes 34 seconds East a distance of 52.00 feet to a point for corner at the beginning of a non-tangent curve to the right having a central angle of 00 degrees 20 minutes 46 seconds, a radius of 2,383.00 feet, and subtended by a 14.39 foot chord which bears South 84 degrees 21 minutes 49 seconds West;

Along said curve to the right an arc distance of 14.39 feet to a point for corner;

South 43 degrees 01 minutes 44 seconds West a distance of 22.40 feet to a point for corner at the beginning of a non-tangent curve to the right having a central angle of 02 degrees 08 minutes 29 seconds, a radius of 830.00 feet, and subtended by a 31.02 foot chord which bears South 02 degrees 55 minutes 45 seconds West;

Along said curve to the right an arc distance of 31.02 feet to a point for corner;

South 04 degrees 00 minutes 00 seconds West a distance of 128.59 feet to a point for corner at the beginning of a curve to the left having a central angle of 03 degrees 49 minutes 26 seconds, a radius of 970.00 feet, and subtended by a 64.73 foot chord which bears South 02 degrees 05 minutes 17 seconds West;

Along said curve to the left an arc distance of 64.74 feet to a point for corner;

South 47 degrees 22 minutes 40 seconds East a distance of 20.42 feet to a point for corner at the beginning of a non-tangent curve to the left having a central angle of 00 degrees 13 minutes 03 seconds, a radius of 2,635.00 feet, and subtended by a 10.00 foot chord which bears North 85 degrees 14 minutes 22 seconds East;

Along said curve to the left an arc distance of 10.00 feet to a point for corner;

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South 04 degrees 52 minutes 10 seconds East a distance of 52.00 feet to a point for corner at the beginning of a non-tangent curve to the right having a central angle of 00 degrees 15 minutes 51 seconds, a radius of 2,687.00 feet, and subtended by a 12.38 foot chord which bears South 85 degrees 15 minutes 46 seconds West;

Along said curve to the right an arc distance of 12.38 feet to a point for corner;

South 40 degrees 57 minutes 16 seconds West a distance of 21.36 feet to a point for corner;

South 03 degrees 38 minutes 45 seconds East a distance of 233.01 feet to a point for corner;

South 48 degrees 59 minutes 10 seconds East a distance of 14.06 feet to a point for corner at the beginning of a non-tangent curve to the left having a central angle of 00 degrees 11 minutes 40 seconds, a radius of 2,945.00 feet, and subtended by a 10.00 foot chord which bears North 85 degrees 28 minutes 44 seconds East;

Along said curve to the left an arc distance of 10.00 feet to a point for corner;

South 04 degrees 37 minutes 07 seconds East a distance of 110.00 feet to a point for corner at the beginning of a non-tangent curve to the right having a central angle of 02 degrees 37 minutes 07 seconds, a radius of 3,055.00 feet, and subtended by a 139.61 foot chord which bears South 86 degrees 41 minutes 27 seconds West;

Along said curve to the right an arc distance of 139.62 feet to a point for corner;

South 88 degrees 00 minutes 00 seconds West a distance of 100.00 feet to a point for corner at the beginning of a curve to the right having a central angle of 24 degrees 45 minutes 00 seconds, a radius of 3,555.00 feet, and subtended by a 1,523.74 foot chord which bears North 79 degrees 37 minutes 30 seconds West;

Along said curve to the right an arc distance of 1,535.65 feet to a point for corner;

North 67 degrees 15 minutes 00 seconds West a distance of 230.00 feet to a point for corner at the beginning of a curve to the left having a central angle of 01 degrees 08 minutes 43 seconds, a radius of 4,345.00 feet, and subtended by a 86.86 foot chord which bears North 67 degrees 49 minutes 22 seconds West;

Along said curve to the left an arc distance of 86.86 feet to a point for corner;

North 21 degrees 36 minutes 17 seconds East a distance of 110.00 feet to a point for corner at the beginning of a non-tangent curve to the left having a central angle of 00 degrees 06 minutes 05 seconds, a radius of 4,455.00 feet, and subtended by a 7.89 foot chord which bears North 68 degrees 26 minutes 46 seconds West;

Along said curve to the left an arc distance of 7.89 feet to a point for corner;

North 24 degrees 01 minutes 38 seconds West a distance of 14.26 feet to a point for corner;

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North 20 degrees 30 minutes 00 seconds East a distance of 85.36 feet to a point for corner at the beginning of a curve to the left having a central angle of 02 degrees 24 minutes 49 seconds, a radius of 491.00 feet, and subtended by a 20.68 foot chord which bears North 19 degrees 17 minutes 35 seconds East;

Along said curve to the left an arc distance of 20.68 feet to a point for corner;

North 64 degrees 27 minutes 07 seconds East a distance of 13.65 feet to a point for corner;

North 15 degrees 58 minutes 58 seconds East a distance of 16.07 feet to a point for corner;

North 27 degrees 04 minutes 43 seconds West a distance of 14.97 feet to a point for corner at the beginning of a non-tangent curve to the left having a central angle of 09 degrees 40 minutes 54 seconds, a radius of 491.00 feet, and subtended by a 82.87 foot chord which bears North 09 degrees 02 minutes 10 seconds East;

Along said curve to the left an arc distance of 82.97 feet to a point for corner at the beginning of a reverse curve to the right having a central angle of 01 degrees 27 minutes 51 seconds, a radius of 429.00 feet, and subtended by a 10.96 foot chord which bears North 04 degrees 55 minutes 39 seconds East;

Along said curve to the right an arc distance of 10.96 feet to a point for corner;

North 58 degrees 52 minutes 48 seconds East a distance of 18.38 feet to a point for corner at the beginning of a non-tangent curve to the right having a central angle of 00 degrees 01 minutes 20 seconds, a radius of 4,713.00 feet, and subtended by a 1.84 foot chord which bears South 68 degrees 47 minutes 57 seconds East;

Along said curve to the right an arc distance of 1.84 feet to a point for corner;

North 21 degrees 12 minutes 43 seconds East a distance of 52.00 feet to a point for corner at the beginning of a non-tangent curve to the left having a central angle of 00 degrees 07 minutes 57 seconds, a radius of 4,765.00 feet, and subtended by a 11.02 foot chord which bears North 68 degrees 51 minutes 16 seconds West;

Along said curve to the left an arc distance of 11.02 feet to a point for corner;

North 26 degrees 38 minutes 50 seconds West a distance of 22.17 feet to a point for corner;

North 69 degrees 30 minutes 00 seconds West a distance of 63.87 feet to a point for corner;

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South 67 degrees 38 minutes 50 seconds West a distance of 22.17 feet to a point for corner at the beginning of a non-tangent curve to the left having a central angle of 01 degrees 14 minutes 55 seconds, a radius of 4,765.00 feet, and subtended by a 103.84 foot chord which bears North 70 degrees 42 minutes 13 seconds West;

Along said curve to the left an arc distance of 103.84 feet to a point for corner;

North 20 degrees 30 minutes 00 seconds East a distance of 192.50 feet to a point for corner;

North 07 degrees 33 minutes 35 seconds East a distance of 48.77 feet to a point for corner;

North 09 degrees 53 minutes 20 seconds East a distance of 122.78 feet to a point for corner;

North 01 degrees 35 minutes 32 seconds East a distance of 47.57 feet to a point for corner;

North 06 degrees 42 minutes 16 seconds West a distance of 122.78 feet to a point for corner ";

North 07 degrees 11 minutes 34 seconds West a distance of 61.35 feet to a point for corner;

North 19 degrees 25 minutes 15 seconds West a distance of 59.65 feet to a point for corner;

North 19 degrees 30 minutes 00 seconds West a distance of 210.00 feet to a point for corner;

North 22 degrees 12 minutes 36 seconds West a distance of 74.19 feet to a point for corner the beginning of a non-tangent curve to the right having a central angle of 02 degrees 42 minutes 36 seconds, a radius of 1,174.00 feet, and subtended by a 55.52 foot chord which bears North 69 degrees 08 minutes 42 seconds East;

Along said curve to the right an arc distance of 55.53 feet to a 5/8 inch iron rod set with plastic cap stamped "Huitt-Zollars";

North 70 degrees 30 minutes 00 seconds East a distance of 54.00 feet to a point for corner;

South 64 degrees 30 minutes 00 seconds East a distance of 21.21 feet to a point for corner;

North 70 degrees 30 minutes 00 seconds East a distance of 62.00 feet to a point for corner;

North 25 degrees 30 minutes 00 seconds East a distance of 21.21 feet to a point for corner;

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North 19 degrees 30 minutes 00 seconds West a distance of 52.00 feet to a point for corner;

North 64 degrees 30 minutes 00 seconds West a distance of 21.21 feet to a point for corner;

North 19 degrees 30 minutes 00 seconds West a distance of 49.00 feet to a point for corner at the beginning of a curve to the right having a central angle of 09 degrees 30 minutes 00 seconds, a radius of 969.00 feet, and subtended by a 160.48 foot chord which bears North 14 degrees 45 minutes 00 seconds West;

Along said curve to the right an arc distance of 160.67 feet to a point for corner;

North 10 degrees 00 minutes 00 seconds West a distance of 100.00 feet to a point for corner at the beginning of a curve to the right having a central angle of 10 degrees 00 minutes 00 seconds, a radius of 859.00 feet, and subtended by a 149.73 foot chord which bears North 05 degrees 00 minutes 00 seconds West;

Along said curve to the right an arc distance of 149.92 feet to a point for corner;

North a distance of 408.39 feet to a point for corner at the beginning of a curve to the left having a central angle of 08 degrees 47 minutes 31 seconds, a radius of 231.00 feet, and subtended by a 35.41 foot chord which bears North 04 degrees 23 minutes 45 seconds West;

Along said curve to the right-left an arc distance of 35.45 feet to a point for corner on the southerly line of the aforementioned Lot 5-X;

THENCE, along the southerly line of said Lot 5-X the following:

North 86 degrees 01 minutes 03 seconds East a distance of 509.34 feet to a point for corner;

North 37 degrees 51 minutes 46 seconds East a distance of 546.41 feet to a point for corner;

North 74 degrees 35 minutes 27 seconds East a distance of 615.28 feet to a point for corner;

South 67 degrees 17 minutes 53 seconds East a distance of 117.08 feet to a point for corner;

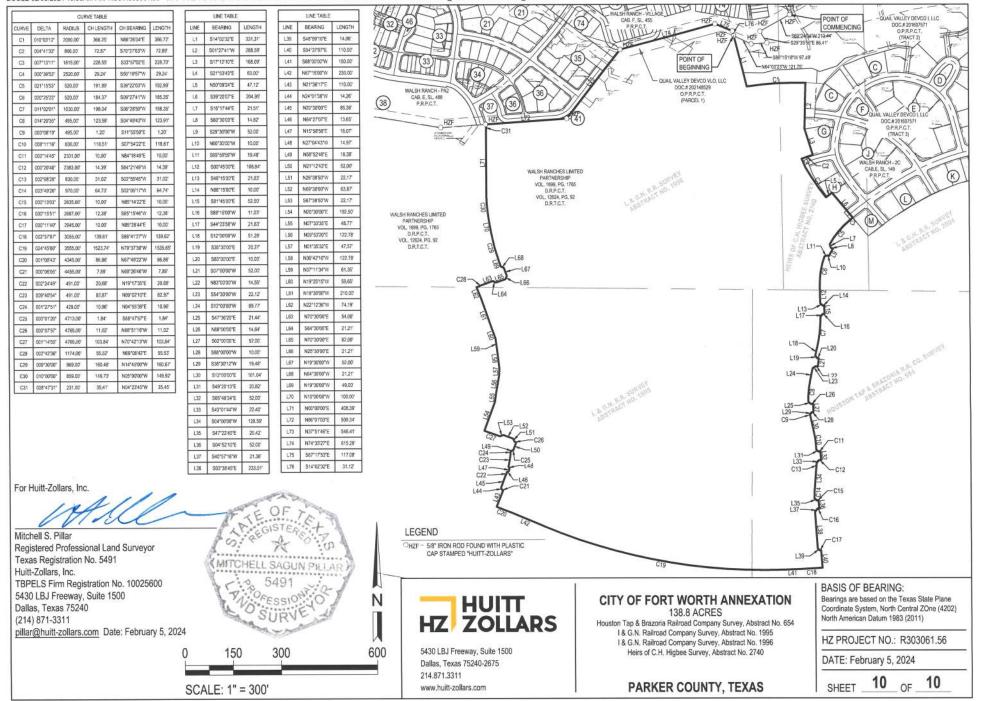
South 14 degrees 02 minutes 32 seconds East a distance of 31.12 feet to the POINT OF BEGINNING, and containing 6,044,461 Square feet or 138.8 acres of land, more or less.

Bearings are based on the State Plane Coordinate System, Texas North Central Zone (4202), North American Datum 1983 (2011). All distances are surface values and can be converted to grid values by dividing by the combined scale factor of 1.00015539999.

For Huitt-Zollars, Inc.

Mitchell S. Pillar, Registered Professional Land Surveyor Texas Registration No. 5491 Huitt-Zollars, Inc. Firm Registration No. 10025600 5430 L.B.J. Freeway, Suite 1500 Dallas, Texas 75240 Date: February 5, 2024





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