

ORDER AUTHORIZING ACQUISITION AND PURCHASE OF PROPERTY

(5.58 Acres FM 1093 – Fulshear, Texas)

On this the _____ day of _____, 2024, at a Regular Session Meeting of the Commissioners Court of Fort Bend County, Texas, on motion of Commissioner _____ and seconded by Commissioner _____, duly put and carried:

WHEREAS, Fort Bend County, Texas (“County”) desires to acquire and purchase a 5.58 acre tract of land located off FM 1093 in Fulshear, Fort Bend County, Texas (the “Property”) for the benefit of the public pursuant to terms and conditions of the attached Commercial Contract for Unimproved Property; and

WHEREAS, County has agreed to purchase the property for the total purchase price of Three Million Six Hundred Forty Six Thousand Sixty Five and 00/100 Dollars (\$3,646,065.00); and

WHEREAS, the Fort Bend County Commissioners Court may grant a discretionary exemption from the statutory competitive bidding requirements for the purchase of land, pursuant to Section 262.024(a)(6) of the Texas Local Government Code.

NOW THEREFORE, IT IS HEREBY APPROVED AND ORDERED that the Fort Bend County Commissioners Court:

1. Grants a discretionary exemption from the statutory competitive bidding requirements for the purchase of the Property pursuant to Section 262.024(a)(6) of the Texas Local Government Code.
2. Authorizes the acquisition and purchase of the Property for the total purchase price of \$3,646,065.00 and pursuant to the terms of the Commercial Contract for Unimproved Property attached hereto as “Exhibit A” and incorporated by reference herein.
3. Authorizes K.P George, County Judge to approve and sign the Commercial Contract for Unimproved Property attached hereto as Exhibit A, a Deed conveying the Property approved as to legal form by the Fort Bend County Attorney, and to execute any and all other documents necessary to effect the acquisition of the Property.

4. Authorizes the County Auditor and County Treasurer of Fort Bend County to issue payment for an escrow deposit for the Property from Line Item _____ to the payee(s) and in the amount listed below:

Payee: Stewart Title Company
1411 Southwest Freeway, Ste 200
Sugar Land, Texas 77478
(for the benefit of Positive Developments, LLC)

Amount: Ten Thousand and 00/100 Dollars (\$10,000.00)

SIGNED and ENTERED this _____ day of _____, 2024.

FORT BEND COUNTY, TEXAS

KP GEORGE, COUNTY JUDGE

ATTEST:

LAURA RICHARD, COUNTY CLERK

EXHIBIT A

(Commercial Contract for Unimproved Property Follows Behind)



COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED. ©Texas Association of REALTORS®, Inc. 2022

1. PARTIES: Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: Positive Developments LLC

Address: 2028 E Ben White Blvd., AUSTIN, TX 78741
Phone: E-mail: chris@cobbjohns.com, Jdukela@gmail.com
Mobile: (512)433-9598 Fax or Other:

Buyer: Fort Bend County

Address: 301 Jackson St, Richmond, TX 77469
Phone: (281)341-8606 E-mail: fbc.judge@fortbendcountytexas.gov
Mobile: Fax or Other:

2. PROPERTY:

A. "Property" means that real property situated in Fort Bend County, Texas at 5.58 Acres FM 1093, Fulshear, TX 77441 (address) and that is legally described on the attached Exhibit A or as follows:

- B. Seller will sell and convey the Property together with:
(1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
(2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and
(3) Seller's interest in all licenses and permits related to the Property.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)
(If mineral rights are to be reserved an appropriate addendum should be attached.)

3. SALES PRICE:

- A. At or before closing, Buyer will pay the following sales price for the Property:
(1) Cash portion payable by Buyer at closing \$ 3,646,065.00
(2) Sum of all financing described in Paragraph 4 \$
(3) Sales price (sum of 3A(1) and 3A(2)) \$ 3,646,065.00

B. Adjustment to Sales Price: (Check (1) or (2) only.)

- (1) The sales price will not be adjusted based on a survey.
- (2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.

(a) The sales price is calculated on the basis of \$ _____ per:

- (i) square foot of total area net area.
- (ii) acre of total area net area.

(b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within:

- (i) public roadways;
- (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and
- (iii) _____

(c) If the sales price is adjusted by more than _____ % of the stated sales price, either party may terminate this contract by providing written notice to the other party within _____ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.

4. **FINANCING:** Buyer will finance the portion of the sales price under Paragraph 3A(2) as follows:

- A. Third Party Financing: One or more third party loans in the total amount of \$ _____ .
This contract:
 - (1) is not contingent upon Buyer obtaining third party financing.
 - (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TXR-1931).
- B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TXR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ _____ .
- C. Seller Financing: Buyer will deliver a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TXR-1931) in the amount of \$ _____ .

5. **EARNEST MONEY:**

- A. Not later than 3 days after the effective date, Buyer must deposit \$ **\$10,000.00** _____ as earnest money with **STEWART TITLE - FORT BEND** _____ (title company) at **14100 Southwest Freeway Ste 200 Sugar Land, TX 77478** (address) **Debra Duncan** _____ (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.
- B. Buyer will deposit an additional amount of \$ _____ with the title company to be made part of the earnest money on or before:
 - (i) _____ days after Buyer's right to terminate under Paragraph 7B expires; or
 - (ii) _____ .
 Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.

- C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. TITLE POLICY AND SURVEY:

A. Title Policy:

- (1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
- (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
 - (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.
- (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
- (a) will not be amended or deleted from the title policy.
 - (b) will be amended to read "shortages in areas" at the expense of Buyer Seller.
- (3) Within 10 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within 5 days after the effective date:

- (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer _____ (*insert amount*) of the cost of the survey at closing, if closing occurs.
- (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.
- (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, Seller Buyer (updating party), will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 30 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 30 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party n/a (*insert amount or percentage*) of the cost of the new or updated survey at closing, if closing occurs.

C. Buyer's Objections to the Commitment and Survey:

- (1) Within 10 days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will

satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object in writing to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date Buyer actually receives the survey; or (ii) of the deadline specified in Paragraph 6B.

- (2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.
- (3) Buyer's failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: N/A

B. Feasibility Period: Buyer may terminate this contract for any reason within 30 days after the effective date (feasibility period) by providing Seller written notice of termination.

(1) Independent Consideration. (Check only one box and insert amounts.)

(a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ 100.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

(b) Not later than 3 days after the effective date, Buyer must pay \$ _____ as independent consideration for Buyer's right to terminate by tendering such amount to the title company. Buyer authorizes escrow agent to release and deliver the independent consideration to Seller at any time upon Seller's request without further notice to or consent from Buyer. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

(2) Feasibility Period Extension: Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single additional period of ____ days by delivering \$ _____ to the title company as additional earnest money.

(a) \$ _____ of the additional earnest money will be retained by Seller as additional independent consideration for Buyer's unrestricted right to terminate, but will be credited to the

sales price only upon closing of the sale. If Buyer terminates under this Paragraph 7B, the additional earnest money will be refunded to Buyer and Seller will retain the additional independent consideration.

(b) Buyer authorizes escrow agent to release and deliver to Seller the following at any time upon Seller's request without further notice to or consent from Buyer:

(i) The additional independent consideration.

(ii) *(Check no boxes or only one box.)*

all or \$ _____ of the remaining portion of the additional earnest money, which will be refunded to Buyer if Buyer terminates under this Paragraph 7B or if Seller defaults under this contract.

If no dollar amount is stated in this Paragraph 7B(2) as additional earnest money or as additional independent consideration, or if Buyer fails to timely deliver the additional earnest money, the extension of the feasibility period will not be effective.

C. Inspections, Studies, or Assessments:

(1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.

(2) Buyer must:

(a) employ only trained and qualified inspectors and assessors;

(b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;

(c) abide by any reasonable entry rules or requirements of Seller;

(d) not interfere with existing operations or occupants of the Property; and

(e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

(3) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

(1) Delivery of Property Information: Within 5 days after the effective date, Seller will deliver to Buyer the following to the extent in Seller's possession or control: *(Check all that apply.)*

(a) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;

(b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;

(c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;

(d) copies property tax statements for the Property for the previous 2 calendar years;

(e) plats of the Property;

(f) copies of current utility capacity letters from the Property's water and sewer service provider; and

(g) _____

_____.

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*

- (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied in any format; and
- (c) deliver to Seller copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

8. LEASES:

A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:

- (1) any failure by Seller to comply with Seller's obligations under the leases;
- (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
- (3) any advance sums paid by a tenant under any lease;
- (4) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
- (5) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. Estoppel Certificates: Within n/a days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than _____ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TXR Form 1938 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: RE/MAX Signature
Agent: Tajana Surlan
Address: 840 Gessner Rd Suite 150 Houston TX 77024
Phone & Fax: (972)415-3017
E-mail: tajana.surlan@remax.net
License No.: 728011

Cooperating Broker: Jennifer Raymond Passante, Inc. dba JPR Commercial Real Estate
Agent: Jennifer Raymond
Address: 4611 Holt St. Bellaire, TX 77401
Phone & Fax: (713)817-4590
E-mail: jraymond@jprcommercial.com
License No.: 9001355/459043

Principal Broker: (Check only one box)
 represents Seller only.
 represents Buyer only.
 is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

B. Fees: (Check only (1) or (2) below.)
(Complete the Agreement Between Brokers on page 14 only if (1) is selected.)

- (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.
- (2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:
 2.500 % of the sales price.

Cooperating Broker a total cash fee of:
 2.500 % of the sales price.

The cash fees will be paid in Fort Bend County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.
NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

10. CLOSING:

A. The date of the closing of the sale (closing date) will be on or before the later of:

- (1) 30 days after the expiration of the feasibility period.
 _____ (specific date).

- (2) 7 days after objections made under Paragraph 6C have been cured or waived.

B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

- C. At closing, Seller will execute and deliver, at Seller's expense, a general special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
- (1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
 - (2) without any assumed loans in default; and
 - (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.
- D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
- (1) tax statements showing no delinquent taxes on the Property;
 - (2) an assignment of all leases to or on the Property;
 - (3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;
 - (4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
 - (5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and
 - (6) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.
- E. At closing, Buyer will:
- (1) pay the sales price in good funds acceptable to the title company;
 - (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
 - (3) sign and send to each tenant in a lease for any part of the Property a written statement that:
 - (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
 - (b) specifies the exact dollar amount of the security deposit;
 - (4) sign an assumption of all leases then in effect; and
 - (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.
- F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. *(If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*

See Addendum

13. SALES EXPENSES:

- A. Seller's Expenses: Seller will pay for the following at or before closing:
- (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
 - (2) release of Seller's loan liability, if applicable;
 - (3) tax statements or certificates;
 - (4) preparation of the deed;
 - (5) one-half of any escrow fee;
 - (6) costs to record any documents to cure title objections that Seller must cure; and
 - (7) other expenses that Seller will pay under other provisions of this contract.
- B. Buyer's Expenses: Buyer will pay for the following at or before closing:
- (1) all loan expenses and fees;
 - (2) preparation of any deed of trust;
 - (3) recording fees for the deed and any deed of trust;
 - (4) premiums for flood insurance as may be required by Buyer's lender;
 - (5) one-half of any escrow fee;
 - (6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

- A. Prorations:
- (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
 - (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
 - (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.
- B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of the Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.
- C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure

except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(3) which Seller may pursue; or
(Check if applicable)

enforce specific performance, or seek such other relief as may be provided by law.

B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:

- (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
- (2) extend the time for performance up to 15 days and the closing will be extended as necessary.

C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:

- (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
- (2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. CONDEMNATION: If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or

B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:

- (1) Seller and the sales price will be reduced by the same amount; or
- (2) Buyer and the sales price will not be reduced.

17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

18. ESCROW:

A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.

B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.

C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.

D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.

E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.

- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G. Seller Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

19. MATERIAL FACTS: To the best of Seller's knowledge and belief: *(Check only one box.)*

- A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1408).
- B. Except as otherwise provided in this contract, Seller is not aware of:
- (1) any subsurface: structures, pits, waste, springs, or improvements;
 - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
 - (3) any environmental hazards or conditions that materially affect the Property;
 - (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
 - (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
 - (6) any wetlands, as defined by federal or state law or regulation, on the Property;
 - (7) any threatened or endangered species or their habitat on the Property;
 - (8) any present or past infestation of wood-destroying insects in the Property's improvements;
 - (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
 - (10) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(10) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, sent by a national or regional overnight delivery service that provides a delivery receipt, or sent by confirmed facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

- A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
- B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

22. AGREEMENT OF THE PARTIES:

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this

contract shall not be affected thereby. All individuals signing represent that they have the authority to sign on behalf of and bind the party for whom they are signing.

- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

D. Addenda which are part of this contract are: *(Check all that apply.)*

- (1) Property Description Exhibit identified in Paragraph 2;
- (2) Commercial Contract Financing Addendum (TXR-1931);
- (3) Commercial Property Condition Statement (TXR-1408);
- (4) Commercial Contract Addendum for Special Provisions (TXR-1940);
- (5) Notice to Purchaser of Real Property in a Water District (MUD);
- (6) Addendum for Coastal Area Property (TXR-1915);
- (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916);
- (8) Information About Brokerage Services (TXR-2501);
- (9) Information About Mineral Clauses in Contract Forms (TXR-2509);
- (10) Notice of Obligation to Pay Improvement District Assessment (TXR-1955, PID); and
- (11) _____

(Note: Counsel for Texas REALTORS® has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by Texas REALTORS® are appropriate for use with this form.)

- E. Buyer may may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all obligations and liability of Buyer under this contract.

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or federal reserve bank holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or federal reserve bank holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before

the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property.” The real property is described in Paragraph 2 of this contract.

- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract (*the Addendum for Coastal Area Property (TXR-1915) may be used*).
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract (*the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916) may be used*).
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.
- H. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: “The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions.”
- I. PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller is required by §5.014, Property Code to give Buyer a written notice concerning the obligation to pay assessments. The form of the required notice is available as a part of the Notice of Obligation to Pay Improvement District Assessment (TXR-1955).
- J. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: N/A.

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on August 30, 2024, the offer will lapse and become null and void.

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. CONSULT your attorney BEFORE signing.

Seller: Positive Developments LLC

Buyer: Fort Bend County

By: _____
By (signature): _____
Printed Name: Christopher S Johns
Title: _____

By: _____
By (signature): _____
Printed Name: KP GEORGE
Title: COUNTY JUDGE

By: _____
By (signature): _____
Printed Name: Jeffrey Frank Duke
Title: _____

By: _____
By (signature): _____
Printed Name: _____
Title: _____

AGREEMENT BETWEEN BROKERS

(use only if Paragraph 9B(1) is effective)

Principal Broker agrees to pay _____ (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

- \$ _____, or
- _____ % of the sales price, or
- _____ % of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: _____ Cooperating Broker: _____

By: _____ By: _____

ATTORNEYS

Seller's attorney: Christopher S Johns

Buyer's attorney: Fort Bend County - Jennifer Fox

Address: 2028 E Ben White Blvd
Austin, TX 78741

Address: 301 Jackson St
Richmond, TX 77469

Phone & Fax: (512)433-9598

Phone & Fax: (281)344-3930

E-mail: chris@cobbjohns.com

E-mail: jennifer.fox@fortbendcountytexas.gov

Seller's attorney requests copies of documents, notices, and other information:

- the title company sends to Seller.
- Buyer sends to Seller.

Buyer's attorney requests copies of documents, notices, and other information:

- the title company sends to Buyer.
- Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:

- A. the contract on this day _____ (effective date);
- B. earnest money in the amount of \$ _____ in the form of _____ on _____.

Title company: Stewart Title - Fort Bend

Address: 14100 Southwest Freeway, Ste 200
Sugar Land, TX 77478

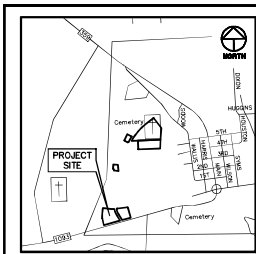
By: _____

Phone & Fax: (281)275-4452

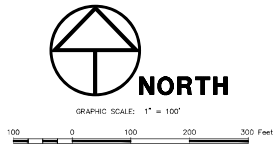
Debra Duncan

Assigned file number (GF#): _____

E-mail: debra.duncan@stewart.com

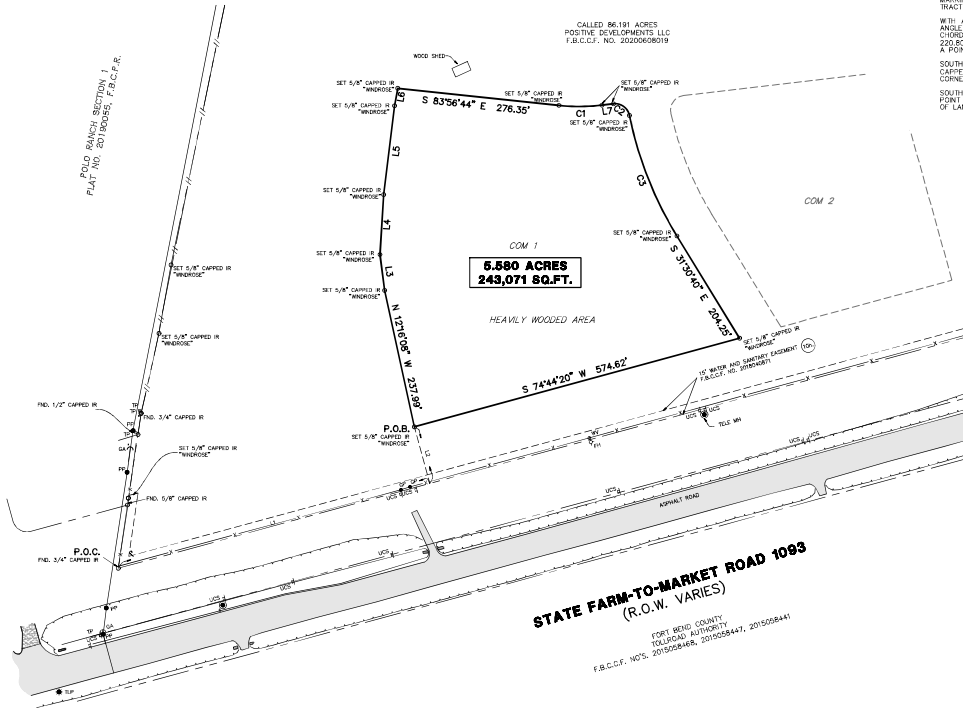


**FORT BEND COUNTY, TEXAS
VICINITY MAP
SCALE: 1" = 2000'**



| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | N 74°44'48" E | 550.34' |
| L2 | N 15°11'11" W | 399.19' |
| L3 | N 07°30'05" W | 61.68' |
| L4 | N 03°33'05" E | 102.80' |
| L5 | N 08°58'45" E | 152.80' |
| L6 | N 10°18'52" E | 30.23' |
| L7 | N 53°17'37" E | 19.59' |

| CURVE | RADIUS | DELTA | DELTA/2 | BEARING | CHORD |
|-------|---------|------------|------------|---------------|----------|
| C1 | 335.00' | 174°45'30" | 87°22'45" | N 89°40'27" E | 733.30' |
| C2 | 635.00' | 207°27'28" | 103°33'44" | S 24°29'56" E | 1220.80' |



DESCRIPTION

A TRACT OR PARCEL CONTAINING 5.580 ACRES OR 243,071 SQUARE FEET OF LAND SITUATED IN THE CHURCH HILL FULSHEAR LEAGUE, ABSTRACT NO. 29, FORT BEND COUNTY, TEXAS, BEING A PORTION OF A CALLED 86.191 ACRES POSITIVE DEVELOPMENTS LLC AS RECORDED UNDER FORT BEND COUNTY CLERK'S FILE (U.B.C.D.F.) NO. 2015058468, 2015058447 AND 2015058441, DESCRIBED AS FOLLOWS: BEING BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE (4204):

COMMENCING AT A CAPPED 3/4" INCH IRON ROD FOUND ON THE NORTHWESTERLY LINE OF STATE FARM TO MARKET ROAD 1093 (WIDTH VARIES) AS DESCRIBED UNDER F.B.C.D.F. NOS. 2015058468, 2015058447 AND 2015058441, MARKING THE SOUTHWEST CORNER OF SAID 86.191 ACRES;

THENCE, NORTH 74 DEG. 44 MIN. 49 SEC. EAST, WITH THE NORTHWESTERLY LINE OF SAID FORT BEND COUNTY TOLLROAD AUTHORITY, A DISTANCE OF 550.34 FEET FOR A POINT;

THENCE, OVER AND ACROSS SAID 86.191 ACRES, THE FOLLOWING COURSES AND DISTANCES:

NORTH 15 DEG. 18 MIN. 11 SEC. WEST, A DISTANCE OF 99.79 FEET TO A CAPPED 5/8" INCH IRON ROD STAMPED "WINDROSE" SET FOR THE FRONT OF THE HERIN DESCRIBED TRACT;

NORTH 12 DEG. 16 MIN. 08 SEC. WEST, A DISTANCE OF 237.99 FEET TO A CAPPED 5/8" INCH IRON ROD STAMPED "WINDROSE" SET FOR AN ANGLE POINT OF THE HERIN DESCRIBED TRACT;

NORTH 07 DEG. 30 MIN. 55 SEC. WEST, A DISTANCE OF 61.68 FEET TO A CAPPED 5/8" INCH IRON ROD STAMPED "WINDROSE" SET FOR AN ANGLE POINT OF THE HERIN DESCRIBED TRACT;

NORTH 03 DEG. 33 MIN. 28 SEC. EAST, A DISTANCE OF 102.80 FEET TO A CAPPED 5/8" INCH IRON ROD STAMPED "WINDROSE" SET FOR AN ANGLE POINT OF THE HERIN DESCRIBED TRACT;

NORTH 09 DEG. 08 MIN. 45 SEC. EAST, A DISTANCE OF 102.80 FEET TO A CAPPED 5/8" INCH IRON ROD STAMPED "WINDROSE" SET FOR AN ANGLE POINT OF THE HERIN DESCRIBED TRACT;

NORTH 10 DEG. 16 MIN. 52 SEC. EAST, A DISTANCE OF 30.23 FEET TO A CAPPED 5/8" INCH IRON ROD STAMPED "WINDROSE" SET FOR THE NORTHWEST CORNER OF THE HERIN DESCRIBED TRACT;

SOUTH 83 DEG. 56 MIN. 44 SEC. EAST, A DISTANCE OF 276.35 FEET TO A CAPPED 5/8" INCH IRON ROD STAMPED "WINDROSE" SET FOR THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 335.00 FEET, A CENTRAL ANGLE OF 174 DEG. 45 MIN. 30 SEC. AN ARC LENGTH OF 733.30 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 89 DEG. 40 MIN. 27 SEC. EAST, - 733.30 FEET TO A CAPPED 5/8" INCH IRON ROD STAMPED "WINDROSE" SET FOR A POINT OF TANGENCY;

NORTH 83 DEG. 17 MIN. 37 SEC. EAST, A DISTANCE OF 19.59 FEET TO A CAPPED 5/8" INCH IRON ROD STAMPED "WINDROSE" SET MARKING THE MOST NORTHEAST CORNER OF THE HERIN DESCRIBED TRACT AND FOR THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 80 DEG. 15 MIN. 11 SEC. AN ARC LENGTH OF 221.93 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 54 DEG. 05 MIN. 47 SEC. EAST, - 33.85 FEET TO A CAPPED 5/8" INCH IRON ROD STAMPED "WINDROSE" SET MARKING THE MOST EASTERLY NORTHEAST CORNER OF THE HERIN DESCRIBED TRACT AND SAME BEING A POINT OF TANGENCY;

WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 635.00 FEET, A CENTRAL ANGLE OF 207 DEG. 27 MIN. 28 SEC. AN ARC LENGTH OF 1220.80 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 24 DEG. 29 MIN. 56 SEC. EAST, - 220.80 FEET TO A CAPPED 5/8" INCH IRON ROD STAMPED "WINDROSE" SET FOR A POINT OF TANGENCY;

SOUTH 31 DEG. 30 MIN. 40 SEC. EAST, A DISTANCE OF 204.25 FEET TO A CAPPED 5/8" INCH IRON ROD STAMPED "WINDROSE" SET FOR THE SOUTHWEST CORNER OF THE HERIN DESCRIBED TRACT;

SOUTH 74 DEG. 44 MIN. 49 SEC. WEST, A DISTANCE OF 550.34 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.580 ACRES OR 243,071 SQUARE FEET OF LAND.

GENERAL NOTES

1. SURVEYOR DID NOT ABSTRACT SUBJECT PROPERTY. THIS SURVEY WAS PREPARED WITH INFORMATION CONTAINED IN TITLE COMMITMENT OF FIRST NATIONAL TITLE INSURANCE COMPANY, EFFECTIVE DATE OF APRIL 24, 2020, ISSUED DATE OF MAY 1, 2024, AND IS SUBJECT TO THE LIMITATIONS OF THOSE COMMITMENTS.
2. BEARINGS WERE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE (4204). ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES AND MAY BE BROUGHT TO GRID BY APPLYING THE FOLLOWING SCALE FACTOR: 0.999883361.
3. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FLOOD INSURANCE RATE MAP (FIRM) FOR FORT BEND COUNTY, TEXAS, MAP NO. 481570088A REVISED/DATED JANUARY 29, 2021, AND MAP NO. 481570088B REVISED/DATED JANUARY 29, 2021, THE SUBJECT TRACT APPEARS TO LIE WITHIN UNSHADED ZONE "X". THIS DETERMINATION WAS DONE BY GRAPHIC PLOTTING AND IS APPROXIMATE. ONLY Aerial HAS NOT BEEN FIELD VERIFIED. THIS FLOOD STATEMENT DOES NOT MEAN THAT THE PROPERTY OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE OR RARE OCCASIONS FLOODING CAN AND WILL OCCUR AND TOLL HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF WINDROSE SURVEYING AND LAND SERVICES.
4. READILY VISIBLE IMPROVEMENTS AND UTILITIES WERE LOCATED WITH THIS SURVEY. NO SUBSURFACE PROBING, EXCAVATION OR EXPLORATION WAS PERFORMED BY WINDROSE SURVEYING AND LAND SERVICES.
5. ENVIRONMENTAL AND DRAINAGE ISSUES ARE BEYOND THE SCOPE OF THIS SURVEY.
6. THE SQUARE FOOTAGE TOTALS SHOWN HEREON ARE BASED ON THE MATHEMATICAL CLOSURE OF THE COURSES AND DISTANCES REFLECTED ON THE SURVEY. IT DOES NOT INCLUDE THE TOLERANCES THAT MAY BE PRESENT DUE TO THE POSITIONAL ACCURACY OF THE EIGHTHEDY MONUMENTATION.
7. THE WORD "CERTIFY" OR "CERTIFICATE" AS SHOWN AND USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE EXPRESSED OR IMPLIED.

SCHEDULE 'B' NOTES (GF 23-767006-MO)

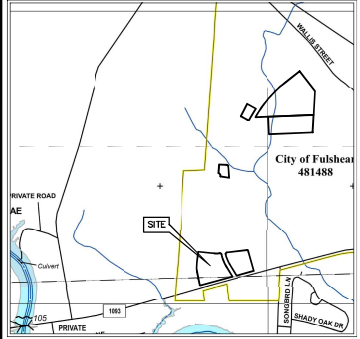
103. EASEMENT RIGHTS OF ALL PORTIONS OF INTERESTS AND EASEMENTS FOR THE PURPOSE OF VISITING THE DR. WHITAKER BAIN'S FAMILY CENTER, MAINTENANCE OR INTERMENT PURPOSES. SAID CENTER IS DESCRIBED IN DEED RECORDED IN VOLUME 132, PAGE 499 OF THE DEED RECORDS OF FORT BEND COUNTY, TEXAS (EAST OF UNION CHURCH BRANCH)
104. A 15' FOOT WATER AND SANITARY SEWER EASEMENT GRANTED TO THE CITY OF FULSHEAR, RECORDED IN DOCUMENT NO. 2018040871, OFFICIAL PUBLIC RECORDS, FORT BEND COUNTY, TEXAS (AFFECTS SUBJECT TRACT, SHOWN HEREON)

LEGEND

* SOME OF THESE ELEMENTS MAY NOT BE USED ON THIS SURVEY

| | | | |
|---|--------------------------|---|-------------------------------|
| ⊙ | BOLLARD | ⊕ | PIPELINE MARKER |
| ⊙ | HANDCAP | ⊕ | UNDERGROUND CABLE SIGN |
| ⊙ | CAST METERS | ⊕ | CARDIUS TEST LEAD SIGN |
| ⊙ | GAS VALVE | ⊕ | WORKING MARK |
| ⊙ | FIRE HYDRANT | ⊕ | PRE-PLACED/PAINT MARK |
| ⊙ | WATER METER | ⊕ | TOP OF CURB |
| ⊙ | WATER VALVE | ⊕ | HE |
| ⊙ | IRRIGATION CONTROL VALVE | ⊕ | TOP OF GRADE |
| ⊙ | GRATE INLET | ⊕ | FLOW LINE |
| ⊙ | GRATE INLET | ⊕ | HOBBIKAW |
| ⊙ | MANHOLE | ⊕ | SANITARY SEWER |
| ⊙ | CLEANOUT | ⊕ | STORM SEWER |
| ⊙ | REINFORCING REBAR | ⊕ | CORRUGATED METAL PIPE |
| ⊙ | ELECTRIC BOX | ⊕ | CORRUGATED PLASTIC PIPE |
| ⊙ | TRAFFIC SIGNAL BOX | ⊕ | REINFORCED CONCRETE PIPE |
| ⊙ | LIGHT POLE | ⊕ | TELEPHONE |
| ⊙ | TRAFFIC LIGHT POLE | ⊕ | SUBSTATION WIRE TELEPHONE CO. |
| ⊙ | GROUND/SPOT LIGHT | ⊕ | WALKER |
| ⊙ | POWER POLE | ⊕ | UNDERGROUND |
| ⊙ | POWER POLE W/TRANSFORMER | ⊕ | FOUND |
| ⊙ | POWER POLE W/SLUIT | ⊕ | FORT BEND COUNTY GLENN FILE |
| ⊙ | POWER POLE W/CONDUIT | ⊕ | FORT BEND COUNTY DEED RECORDS |
| ⊙ | METER POLE | ⊕ | FORT BEND COUNTY PLAT RECORDS |
| ⊙ | SERVICE POLE | ⊕ | IRON PIPE |
| ⊙ | CITY ANCHOR | ⊕ | POB ROD |
| ⊙ | OVERHEAD POWER LINE | ⊕ | NAILER |
| ⊙ | BUSHED WIRE FENCE | ⊕ | FACE |
| ⊙ | WROUGHT IRON FENCE | ⊕ | ROST-OF-BAY |
| ⊙ | WOOD FENCE | ⊕ | DIAMETER FEET |
| ⊙ | CHAINLINK FENCE | ⊕ | VOLUME |
| ⊙ | GATE POST | ⊕ | FACE CODE |
| ⊙ | PER PLANS | ⊕ | BLADING LINE |
| ⊙ | APPROX. | ⊕ | UTILITY EASEMENT |
| ⊙ | SONG | ⊕ | TREE/SHRUB |

FLOOD INFORMATION



NATIONAL FLOOD INSURANCE PROGRAM

FORT BEND COUNTY, TEXAS
MAIL 85 # 575

COMPARISON TABLE:

| COMPARISON | NUMBER | DATE | STATUS |
|------------------|--------|----------|---------|
| FORT BEND COUNTY | 85 | 08/11/20 | ISSUED |
| FORT BEND COUNTY | 85 | 08/11/20 | RENEWED |

VERSION NUMBER: 2.3.3
EFFECTIVE DATE: 01/29/2021

SURVEYOR'S CERTIFICATION

I, DO HEREBY CERTIFY TO THE ABOVE LISTED THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND AND WAS PERFORMED UNDER MY SUPERVISION, THAT THIS PLAT CORRECTLY REPRESENTS THE PROPERTY LEGALLY DESCRIBED HEREON, THAT THE FACTS FOUND AT THE TIME OF THIS SURVEY SHOW THE IMPROVEMENTS AND THAT THERE ARE NO VISIBLE ENCUMBRANCES APPARENT ON THE GROUND, EXCEPT AS SHOWN. THIS SURVEY SUBSTANTIALLY CONFORMS TO THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, LOCATION SURVEY, TO THE BEST OF MY KNOWLEDGE.

LUCAS S. DAVIS
Professional Professional Land Surveyor
Texas Registration No. 6599

06-13-2024

REVISIONS

| DATE | REASON | BY |
|------|--------|----|
| | | |

WINDROSE
LAND SURVEYING & PLATTING

535 W. SAN HOUSTON HWY. # 100 | HOUSTON, TEXAS 77059-2281
FIRM REGISTRATION NO. 1018860 | WINDROSESERVICES.COM

LAND TITLE SURVEY OF
5.580 ACRES / 243,071 SQ. FT.
SITUATED IN THE
CHURCH HILL FULSHEAR LEAGUE
ABSTRACT NO. 29
FORT BEND COUNTY, TEXAS

COPYRIGHT © WINDROSE LAND SERVICES THIS DOCUMENT IS COPYRIGHTED AND IS AN INSTRUMENT OF SERVICE FOR THE SPECIFIC PROJECT AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION FROM WINDROSE LAND SERVICES OR A VALID INSTRUMENT OF FEDERAL COPYRIGHT LAW.

FILED BY: ZW CHECKED BY: CL JOB NO. 56900-COM
DRAWN BY: AO DATE: MAY 2024 SHEET NO. 1 OF 2



COMMERCIAL CONTRACT SPECIAL PROVISIONS ADDENDUM

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2018

ADDENDUM TO COMMERCIAL CONTRACT BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE PROPERTY AT:

5.58 Acres, Fulshear, TX 77441

The following special provisions apply and will control in the event of a conflict with the other provisions of the contract: **1. Modify 5.A. to Read: Seller must deposit Earnest Money, no later than 10 days after Effective Date of Contract, to Stewart Title - Fort Bend.**

2. Seller refers Buyer to a recorded memorandum of agreement regarding traffic-impact-analysis work (Memorandum of Agreement between Positive Developments LLC and Century Land Holdings of Texas, LLC, dated July 2, 2024, and recorded July 3, 2024 as document number 2024064529 in the Official Public Records of Fort Bend County, Texas). The parties agree the Seller will deposit \$50,000 of the sales proceeds into escrow to pay the pro rata share of TIA expenses attributable to the 5.58-acre Property. Further, the parties agree that the Seller will be entitled to any unused amounts from this escrow deposit and that Seller shall be responsible (and will indemnify Buyer) for any additional amounts needed to pay the pro rata share of TIA work attributable to the 5.58-acre Property.

Seller: _____

Buyer: _____

By: _____

By: _____

By (signature): _____
Printed Name: **Christopher S Johns**
Title: _____

By (signature): _____
Printed Name: **KP GEORGE**
Title: **COUNTY JUDGE**

By: _____

By: _____

By (signature): _____
Printed Name: **Jeffrey Frank Duke**
Title: _____

By (signature): _____
Printed Name: _____
Title: _____



MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (this "Memorandum") is made as of July ^{2nd}, 2024 (the "Effective Date"), by and between **Positive Developments LLC**, a Texas limited liability company ("Seller") and **Century Land Holdings of Texas, LLC**, a Colorado limited liability company ("Buyer").

RECITALS

23-767006-MO (3)

A. Seller and Buyer have entered into that certain unrecorded Contract for Purchase and Sale and Escrow Instructions dated effective October 19, 2023 (as amended, the "Purchase Agreement"), pursuant to which Seller has agreed to sell the property described on Exhibit A attached hereto to Buyer upon the terms and conditions set forth therein (the "Property").

B. On or around the Effective Date, Seller has sold the Property to Buyer.

C. Seller continues own certain real property more particularly described and/or depicted on Exhibit B attached hereto which is hereafter called "Seller's Commercial Tracts", which are adjacent or near the Property.

D. In connection with the Purchase Agreement Seller agreed (on behalf of itself and any subsequent owner of the Seller's Commercial Tracts) as a post-closing obligation to pay its pro rata share of costs and expenses for improvements required by a traffic impact analysis (the "TIA Work") to be obtained by Buyer for the Property and Seller's Commercial Tracts.

E. Seller and Buyer desire to execute this Memorandum and cause the same to be recorded in the county records for the purpose to provide third parties with notice of the Purchase Agreement and the obligation of the Seller (and any subsequent owners of the Seller's Commercial Tracts) to pay their pro rata share of costs and expenses for the TIA Work.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby acknowledge and agree as follows:

1. Pursuant to the Purchase Agreement and this Memorandum, Seller (and any subsequent owner of the Seller's Commercial Tracts) shall reimburse Buyer upon demand for their pro rata share of the costs and expenses for the TIA Work, and at the sole option of Buyer, Seller (and any subsequent owner of the Seller's Commercial Tracts) shall escrow in advance the estimated amount of their pro rata share of the costs of the TIA Work. If Seller (and any subsequent owner of the Seller's Commercial Tracts) fail to pay their pro rata share of such costs and expenses, in addition to all other remedies under the Agreement and at law or in equity, Buyer shall have the right to place a lien on Seller's Commercial Tracts until Seller (and any subsequent owner of the Seller's Commercial Tracts) pays to Buyer in full their pro rata share of such costs and expenses. This pro-rata payment obligation shall run with the land of the Seller's Commercial Tracts.

2. This Memorandum gives notice of Purchase Agreement and all of its terms, covenants, and conditions to the same extent as if the Purchase Agreement were fully set forth herein, and this Memorandum is subject to all of the terms, conditions, and provisions of the Purchase Agreement.

3. This Memorandum shall not be binding on any end user of a fully developed residential lot within Buyer's Property.

[Remainder of page blank, signature page follows]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date of the acknowledgments below to be effective as of the Effective Date.

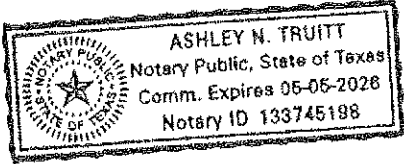
BUYER:

Century Land Holdings of Texas, LLC,
a Colorado limited liability company

By: Bela Roberts
Name: Bela Roberts
Title: Authorized Signatory

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me, on this 2nd day of July, 2024 by Bela Roberts as Authorized Signatory of Century Land Holdings of Texas, LLC, a Colorado limited liability company, on behalf of such entity.



Ashley N. Truitt
Notary Public in and for
the State of Texas

[SEAL]

SELLER:

Positive Developments LLC, a Texas limited liability company

By: _____
Name: Jeffrey Duke
Title: Member

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me, on this 2nd day of July, 2024 by Jeffrey Duke, President of Positive Developments LLC, a Texas limited liability company, on behalf of such entity. Wenger

Notary Public in and for
the State of Texas
[SEAL]

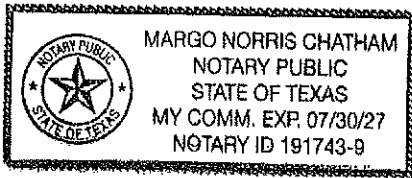


EXHIBIT A

TO MEMORANDUM OF AGREEMENT

LEGAL DESCRIPTION OF PROPERTY

A TRACT OR PARCEL CONTAINING 88.71 ACRES OR 3,864,322 SQUARE FEET OF LAND SITUATED IN THE CHURCHILL FULSHEAR LEAGUE, ABSTRACT NO. 29, FORT BEND COUNTY, TEXAS, BEING ALL OF A CALLED 86.191 ACRES DESCRIBED IN DEED TO POSITIVE DEVELOPMENTS LLC AS RECORDED UNDER FORT BEND COUNTY CLERK'S FILE (F.B.C.C.F) NO. 20200608019, WITH SAID 88.71 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE (NAD 83):

BEGINNING AT A CAPPED 3/4 INCH IRON ROD FOUND ON THE NORTHWESTERLY LINE OF A CALLED FORT BEND COUNTY TOLL ROAD AUTHORITY AS RECORDED UNDER F.B.C.C.F. NO'S. 2015058468, 2015058447 AND 2015058441, MARKING THE SOUTHWEST CORNER OF SAID 86.191 ACRES AND OF THE HEREIN DESCRIBED TRACT;

THENCE, ALONG THE COMMON LINE OF SAID 86.191 ACRES AND THE EAST LINE OF POLO RANCH SECTION 1, AS RECORDED UNDER PLAT NO. 20190055, THE FOLLOWING COURSES AND DISTANCES;

NORTH 08 DEG. 08 MIN. 14 SEC. EAST, A DISTANCE OF 120.87 FEET TO A SET CAPPED 5/8" IRON ROD STAMPED "WINDROSE" SET MARKING AN ANGLE POINT;

NORTH 08 DEG. 37 MIN. 57 SEC. EAST, A DISTANCE OF 146.20 FEET TO A CAPPED 3/4 INCH IRON ROD FOUND MARKING AN ANGLE POINT;

NORTH 12 DEG. 34 MIN. 35 SEC. EAST, A DISTANCE OF 139.54 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET MARKING AN ANGLE POINT;

NORTH 09 DEG. 58 MIN. 05 SEC. EAST, A DISTANCE OF 118.50 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET MARKING AN ANGLE POINT;

NORTH 11 DEG. 41 MIN. 08 SEC. EAST, A DISTANCE OF 600.22 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET MARKING AN ANGLE POINT;

THENCE, ALONG THE COMMON LINE OF SAID 86.91 ACRES AND THE EAST LINE OF SAID POLO RANCH SECTION 1, AND THE EAST LINE OF POLO RANCH SECTION 4, AS RECORDED UNDER PLAT NO. 20200041, F.B.C.P.R. AND THE EAST LINE OF POLO RANCH SECTION 8, AS RECORDED UNDER PLAT NO. 20210130, F.B.C.P.R., THE FOLLOWING COURSES AND DISTANCES;

NORTH 06 DEG. 09 MIN. 25 SEC. EAST, A DISTANCE OF 600.73 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET TO AN ANGLE POINT;

NORTH 04 DEG. 01 MIN. 13 SEC. EAST, A DISTANCE OF 1,548.95 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET MARKING THE SOUTHWEST CORNER OF A CALLED 44.512 ACRES DESCRIBED IN DEED TO GRANDES RICOS, LLC AS RECORDED UNDER F.B.C.C.F. NO. 2015091411, THE NORTHWEST CORNER OF SAID 86.191 ACRES AND OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 82 DEG. 57 MIN. 20 SEC. EAST, ALONG THE COMMON LINE OF SAID 44.512 ACRES AND SAID 86.191 ACRES, A DISTANCE OF 1,184.34 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET MARKING AN ANGLE POINT;

THENCE, NORTH 87 DEG. 38 MIN. 56 SEC. EAST, CONTINUING ALONG THE COMMON LINE OF SAID 44.512 ACRES AND SAID 86.191 ACRES, A DISTANCE OF 881.64 FEET TO A CAPPED 5/8 INCH IRON

ROD STAMPED "WINDROSE" SET ON THE WEST LINE OF A CALLED 2.081 ACRES DESCRIBED IN DEED TO FORT BEND COUNTY EMERGENCY SERVICES DISTRICT NO. 4, AS RECORDED UNDER F.B.C.C.F. NO. 2013044382, MARKING THE SOUTHEAST CORNER OF SAID 44.512 ACRES, THE NORTHEAST CORNER OF SAID 86.191 ACRES AND OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 03 DEG. 19 MIN. 41 SEC. WEST, ALONG THE COMMON LINE OF SAID 86.191 ACRES AND SAID 2.081 ACRES, A DISTANCE OF 287.55 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET ON THE NORTH LINE OF A CALLED 70.000 ACRES DESCRIBED IN DEED TO CAROL ANN McCANN AS RECORDED UNDER F.B.C.C.F. NO. 2021029704, MARKING A SOUTHEAST CORNER OF SAID 86.191 ACRES AND OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 87 DEG. 38 MIN. 56 SEC. WEST, ALONG THE COMMON LINE OF SAID 70.000 ACRES AND SAID 86.191 ACRES, A DISTANCE OF 931.59 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET MARKING THE NORTHWEST CORNER OF SAID 70.000 ACRES, AN INTERIOR CORNER OF SAID 86.191 ACRES AND OF THE HEREIN DESCRIBED TRACT;

THENCE, ALONG THE CENTERLINE OF UNION CHAPEL BRANCH THE FOLLOWING COURSES AND DISTANCES;

SOUTH 18 DEG. 03 MIN. 52 SEC. EAST, A DISTANCE OF 11.26 FEET TO A POINT;
 SOUTH 65 DEG. 56 MIN. 51 SEC. EAST, A DISTANCE OF 12.07 FEET TO A POINT;
 NORTH 89 DEG. 54 MIN. 43 SEC. EAST, A DISTANCE OF 9.94 FEET TO A POINT;
 SOUTH 26 DEG. 26 MIN. 07 SEC. EAST, A DISTANCE OF 9.84 FEET TO A POINT;
 SOUTH 27 DEG. 01 MIN. 52 SEC. EAST, A DISTANCE OF 18.92 FEET TO A POINT;
 SOUTH 29 DEG. 18 MIN. 16 SEC. EAST, A DISTANCE OF 20.06 FEET TO A POINT;
 SOUTH 67 DEG. 09 MIN. 10 SEC. EAST, A DISTANCE OF 7.98 FEET TO A POINT;
 NORTH 70 DEG. 08 MIN. 10 SEC. EAST, A DISTANCE OF 7.21 FEET TO A POINT;
 SOUTH 49 DEG. 29 MIN. 52 SEC. EAST, A DISTANCE OF 11.08 FEET TO A POINT;
 SOUTH 29 DEG. 50 MIN. 10 SEC. EAST, A DISTANCE OF 12.73 FEET TO A POINT;
 SOUTH 61 DEG. 10 MIN. 46 SEC. EAST, A DISTANCE OF 6.10 FEET TO A POINT;
 NORTH 59 DEG. 00 MIN. 17 SEC. EAST, A DISTANCE OF 5.08 FEET TO A POINT;
 NORTH 68 DEG. 19 MIN. 30 SEC. EAST, A DISTANCE OF 4.88 FEET TO A POINT;
 SOUTH 82 DEG. 38 MIN. 03 SEC. EAST, A DISTANCE OF 18.23 FEET TO A POINT;
 SOUTH 63 DEG. 58 MIN. 41 SEC. EAST, A DISTANCE OF 18.32 FEET TO A POINT;
 SOUTH 24 DEG. 28 MIN. 10 SEC. EAST, A DISTANCE OF 8.80 FEET TO A POINT;
 SOUTH 29 DEG. 15 MIN. 28 SEC. WEST, A DISTANCE OF 11.62 FEET TO A POINT;
 SOUTH 72 DEG. 59 MIN. 25 SEC. WEST, A DISTANCE OF 17.74 FEET TO A POINT;
 SOUTH 88 DEG. 47 MIN. 47 SEC. WEST, A DISTANCE OF 10.41 FEET TO A POINT;
 SOUTH 50 DEG. 36 MIN. 37 SEC. WEST, A DISTANCE OF 7.86 FEET TO A POINT;
 SOUTH 06 DEG. 46 MIN. 46 SEC. EAST, A DISTANCE OF 7.84 FEET TO A POINT;
 SOUTH 32 DEG. 18 MIN. 59 SEC. EAST, A DISTANCE OF 18.33 FEET TO A POINT;
 SOUTH 56 DEG. 13 MIN. 25 SEC. EAST, A DISTANCE OF 9.84 FEET TO A POINT;
 SOUTH 57 DEG. 48 MIN. 19 SEC. EAST, A DISTANCE OF 8.90 FEET TO A POINT;
 SOUTH 11 DEG. 40 MIN. 22 SEC. EAST, A DISTANCE OF 10.36 FEET TO A POINT;
 SOUTH 25 DEG. 17 MIN. 16 SEC. EAST, A DISTANCE OF 7.69 FEET TO A POINT;
 SOUTH 27 DEG. 37 MIN. 47 SEC. EAST, A DISTANCE OF 13.45 FEET TO A POINT;
 SOUTH 08 DEG. 36 MIN. 16 SEC. EAST, A DISTANCE OF 14.05 FEET TO A POINT;
 SOUTH 12 DEG. 48 MIN. 57 SEC. WEST, A DISTANCE OF 7.98 FEET TO A POINT;
 SOUTH 51 DEG. 34 MIN. 46 SEC. WEST, A DISTANCE OF 7.46 FEET TO A POINT;
 SOUTH 72 DEG. 04 MIN. 45 SEC. WEST, A DISTANCE OF 10.49 FEET TO A POINT;

SOUTH 52 DEG. 04 MIN. 44 SEC. WEST, A DISTANCE OF 14.07 FEET TO A POINT;
 SOUTH 59 DEG. 58 MIN. 04 SEC. WEST, A DISTANCE OF 7.88 FEET TO A POINT;
 NORTH 89 DEG. 34 MIN. 08 SEC. WEST, A DISTANCE OF 8.87 FEET TO A POINT;
 SOUTH 85 DEG. 29 MIN. 13 SEC. WEST, A DISTANCE OF 5.03 FEET TO A POINT;
 SOUTH 78 DEG. 46 MIN. 48 SEC. WEST, A DISTANCE OF 7.50 FEET TO A POINT;
 NORTH 82 DEG. 24 MIN. 19 SEC. WEST, A DISTANCE OF 5.64 FEET TO A POINT;
 NORTH 78 DEG. 10 MIN. 08 SEC. WEST, A DISTANCE OF 7.06 FEET TO A POINT;
 SOUTH 64 DEG. 45 MIN. 53 SEC. WEST, A DISTANCE OF 7.19 FEET TO A POINT;
 SOUTH 43 DEG. 46 MIN. 23 SEC. WEST, A DISTANCE OF 11.38 FEET TO A POINT;
 SOUTH 44 DEG. 19 MIN. 44 SEC. WEST, A DISTANCE OF 19.63 FEET TO A POINT;

SOUTH 67 DEG. 14 MIN. 11 SEC. WEST, A DISTANCE OF 8.40 FEET TO A POINT;
SOUTH 30 DEG. 43 MIN. 18 SEC. WEST, A DISTANCE OF 5.61 FEET TO A POINT;
SOUTH 17 DEG. 40 MIN. 30 SEC. EAST, A DISTANCE OF 7.70 FEET TO A POINT;
SOUTH 36 DEG. 08 MIN. 33 SEC. EAST, A DISTANCE OF 10.38 FEET TO A POINT;
SOUTH 20 DEG. 36 MIN. 52 SEC. EAST, A DISTANCE OF 15.97 FEET TO A POINT;
SOUTH 19 DEG. 36 MIN. 08 SEC. WEST, A DISTANCE OF 12.13 FEET TO A POINT;
SOUTH 65 DEG. 15 MIN. 45 SEC. WEST, A DISTANCE OF 12.32 FEET TO A POINT;
NORTH 69 DEG. 27 MIN. 17 SEC. WEST, A DISTANCE OF 9.39 FEET TO A POINT;
NORTH 48 DEG. 05 MIN. 46 SEC. WEST, A DISTANCE OF 33.04 FEET TO A POINT;
NORTH 54 DEG. 36 MIN. 42 SEC. WEST, A DISTANCE OF 13.57 FEET TO A POINT;
NORTH 69 DEG. 51 MIN. 48 SEC. WEST, A DISTANCE OF 7.63 FEET TO A POINT;
SOUTH 74 DEG. 40 MIN. 20 SEC. WEST, A DISTANCE OF 6.60 FEET TO A POINT;
SOUTH 47 DEG. 11 MIN. 51 SEC. WEST, A DISTANCE OF 8.92 FEET TO A POINT;
SOUTH 44 DEG. 02 MIN. 36 SEC. WEST, A DISTANCE OF 7.07 FEET TO A POINT;
SOUTH 38 DEG. 55 MIN. 04 SEC. EAST, A DISTANCE OF 3.85 FEET TO A POINT;
SOUTH 30 DEG. 53 MIN. 05 SEC. EAST, A DISTANCE OF 4.98 FEET TO A POINT;
SOUTH 28 DEG. 11 MIN. 02 SEC. WEST, A DISTANCE OF 5.97 FEET TO A POINT;
SOUTH 47 DEG. 36 MIN. 32 SEC. WEST, A DISTANCE OF 11.61 FEET TO A POINT;
SOUTH 19 DEG. 40 MIN. 11 SEC. WEST, A DISTANCE OF 13.54 FEET TO A POINT;
SOUTH 00 DEG. 37 MIN. 36 SEC. WEST, A DISTANCE OF 11.40 FEET TO A POINT;
SOUTH 22 DEG. 44 MIN. 22 SEC. WEST, A DISTANCE OF 9.22 FEET TO A POINT;
SOUTH 59 DEG. 34 MIN. 49 SEC. WEST, A DISTANCE OF 26.09 FEET TO A POINT;
SOUTH 80 DEG. 30 MIN. 36 SEC. WEST, A DISTANCE OF 22.60 FEET TO A POINT;
SOUTH 49 DEG. 35 MIN. 04 SEC. WEST, A DISTANCE OF 9.59 FEET TO A POINT;
SOUTH 05 DEG. 03 MIN. 47 SEC. WEST, A DISTANCE OF 8.45 FEET TO A POINT;
SOUTH 36 DEG. 24 MIN. 13 SEC. EAST, A DISTANCE OF 18.14 FEET TO A POINT;
SOUTH 60 DEG. 41 MIN. 35 SEC. EAST, A DISTANCE OF 24.51 FEET TO A POINT;
SOUTH 28 DEG. 07 MIN. 36 SEC. EAST, A DISTANCE OF 34.17 FEET TO A POINT;
SOUTH 02 DEG. 39 MIN. 49 SEC. WEST, A DISTANCE OF 39.42 FEET TO A POINT;
SOUTH 41 DEG. 38 MIN. 41 SEC. WEST, A DISTANCE OF 28.56 FEET TO A POINT;
SOUTH 76 DEG. 48 MIN. 40 SEC. WEST, A DISTANCE OF 21.74 FEET TO A POINT;
SOUTH 68 DEG. 50 MIN. 17 SEC. WEST, A DISTANCE OF 26.06 FEET TO A POINT;
SOUTH 40 DEG. 39 MIN. 47 SEC. WEST, A DISTANCE OF 26.06 FEET TO A POINT;
SOUTH 34 DEG. 44 MIN. 16 SEC. WEST, A DISTANCE OF 15.37 FEET TO A POINT;
SOUTH 58 DEG. 17 MIN. 19 SEC. WEST, A DISTANCE OF 17.65 FEET TO A POINT;
SOUTH 73 DEG. 03 MIN. 10 SEC. WEST, A DISTANCE OF 23.66 FEET TO A POINT;
SOUTH 55 DEG. 02 MIN. 17 SEC. WEST, A DISTANCE OF 20.59 FEET TO A POINT;
SOUTH 35 DEG. 58 MIN. 29 SEC. WEST, A DISTANCE OF 27.22 FEET TO A POINT;
SOUTH 13 DEG. 01 MIN. 36 SEC. WEST, A DISTANCE OF 15.71 FEET TO A POINT;
SOUTH 29 DEG. 21 MIN. 20 SEC. EAST, A DISTANCE OF 10.55 FEET TO A POINT;
SOUTH 44 DEG. 57 MIN. 25 SEC. EAST, A DISTANCE OF 11.93 FEET TO A POINT;
SOUTH 09 DEG. 19 MIN. 53 SEC. EAST, A DISTANCE OF 11.80 FEET TO A POINT;
SOUTH 42 DEG. 24 MIN. 48 SEC. WEST, A DISTANCE OF 8.88 FEET TO A POINT;
SOUTH 89 DEG. 35 MIN. 29 SEC. WEST, A DISTANCE OF 13.30 FEET TO A POINT;

NORTH 76 DEG. 59 MIN. 27 SEC. WEST, A DISTANCE OF 16.39 FEET TO A POINT;
NORTH 85 DEG. 50 MIN. 27 SEC. WEST, A DISTANCE OF 25.63 FEET TO A POINT;
SOUTH 75 DEG. 06 MIN. 55 SEC. WEST, A DISTANCE OF 17.78 FEET TO A POINT;
SOUTH 39 DEG. 52 MIN. 22 SEC. WEST, A DISTANCE OF 14.48 FEET TO A POINT;
SOUTH 00 DEG. 18 MIN. 40 SEC. EAST, A DISTANCE OF 19.03 FEET TO A POINT;
SOUTH 28 DEG. 33 MIN. 08 SEC. EAST, A DISTANCE OF 13.74 FEET TO A POINT;
SOUTH 51 DEG. 27 MIN. 46 SEC. EAST, A DISTANCE OF 14.14 FEET TO A POINT;
SOUTH 71 DEG. 49 MIN. 25 SEC. EAST, A DISTANCE OF 13.74 FEET TO A POINT;
SOUTH 58 DEG. 45 MIN. 37 SEC. EAST, A DISTANCE OF 18.68 FEET TO A POINT;
SOUTH 39 DEG. 51 MIN. 20 SEC. EAST, A DISTANCE OF 13.58 FEET TO A POINT;
SOUTH 10 DEG. 46 MIN. 59 SEC. EAST, A DISTANCE OF 10.96 FEET TO A POINT;
SOUTH 18 DEG. 46 MIN. 27 SEC. WEST, A DISTANCE OF 11.28 FEET TO A POINT;
SOUTH 68 DEG. 23 MIN. 50 SEC. WEST, A DISTANCE OF 11.55 FEET TO A POINT;
NORTH 79 DEG. 11 MIN. 44 SEC. WEST, A DISTANCE OF 30.58 FEET TO A POINT;
NORTH 78 DEG. 10 MIN. 14 SEC. WEST, A DISTANCE OF 10.87 FEET TO A POINT;
SOUTH 66 DEG. 40 MIN. 24 SEC. WEST, A DISTANCE OF 8.90 FEET TO A POINT;

SOUTH 26 DEG. 09 MIN. 06 SEC. WEST, A DISTANCE OF 8.02 FEET TO A POINT;
SOUTH 18 DEG. 41 MIN. 19 SEC. EAST, A DISTANCE OF 11.15 FEET TO A POINT;
SOUTH 18 DEG. 23 MIN. 13 SEC. EAST, A DISTANCE OF 9.63 FEET TO A POINT;
SOUTH 22 DEG. 27 MIN. 10 SEC. WEST, A DISTANCE OF 10.40 FEET TO A POINT;
SOUTH 46 DEG. 24 MIN. 06 SEC. WEST, A DISTANCE OF 16.12 FEET TO A POINT;
SOUTH 24 DEG. 55 MIN. 47 SEC. WEST, A DISTANCE OF 17.43 FEET TO A POINT;
SOUTH 08 DEG. 43 MIN. 42 SEC. WEST, A DISTANCE OF 17.33 FEET TO A POINT;
SOUTH 18 DEG. 50 MIN. 50 SEC. WEST, A DISTANCE OF 13.81 FEET TO A POINT;
SOUTH 25 DEG. 11 MIN. 09 SEC. WEST, A DISTANCE OF 12.21 FEET TO A POINT;
SOUTH 01 DEG. 05 MIN. 07 SEC. EAST, A DISTANCE OF 10.49 FEET TO A POINT;
SOUTH 34 DEG. 20 MIN. 27 SEC. EAST, A DISTANCE OF 16.55 FEET TO A POINT;
SOUTH 58 DEG. 19 MIN. 28 SEC. EAST, A DISTANCE OF 9.85 FEET TO A POINT;
SOUTH 68 DEG. 51 MIN. 11 SEC. EAST, A DISTANCE OF 11.44 FEET TO A POINT;
SOUTH 33 DEG. 30 MIN. 31 SEC. EAST, A DISTANCE OF 8.86 FEET TO A POINT;
SOUTH 47 DEG. 04 MIN. 58 SEC. EAST, A DISTANCE OF 12.03 FEET TO A POINT;
SOUTH 07 DEG. 26 MIN. 34 SEC. EAST, A DISTANCE OF 12.75 FEET TO A POINT;
SOUTH 02 DEG. 38 MIN. 58 SEC. WEST, A DISTANCE OF 12.99 FEET TO A POINT;
SOUTH 39 DEG. 12 MIN. 55 SEC. EAST, A DISTANCE OF 7.68 FEET TO A POINT;
SOUTH 61 DEG. 13 MIN. 59 SEC. EAST, A DISTANCE OF 12.16 FEET TO A POINT;
SOUTH 34 DEG. 34 MIN. 57 SEC. EAST, A DISTANCE OF 14.28 FEET TO A POINT;
SOUTH 11 DEG. 12 MIN. 53 SEC. WEST, A DISTANCE OF 12.77 FEET TO A POINT;
SOUTH 53 DEG. 55 MIN. 33 SEC. WEST, A DISTANCE OF 17.10 FEET TO A POINT;
SOUTH 44 DEG. 32 MIN. 02 SEC. WEST, A DISTANCE OF 23.55 FEET TO A POINT;
SOUTH 12 DEG. 00 MIN. 20 SEC. WEST, A DISTANCE OF 22.65 FEET TO A POINT;
SOUTH 17 DEG. 09 MIN. 34 SEC. EAST, A DISTANCE OF 12.44 FEET TO A POINT;
SOUTH 69 DEG. 51 MIN. 50 SEC. EAST, A DISTANCE OF 8.68 FEET TO A POINT;
SOUTH 83 DEG. 15 MIN. 55 SEC. EAST, A DISTANCE OF 10.96 FEET TO A POINT;
SOUTH 26 DEG. 40 MIN. 51 SEC. EAST, A DISTANCE OF 14.29 FEET TO A POINT;
SOUTH 34 DEG. 17 MIN. 32 SEC. EAST, A DISTANCE OF 14.73 FEET TO A POINT;
SOUTH 60 DEG. 12 MIN. 38 SEC. EAST, A DISTANCE OF 8.61 FEET TO A POINT;
NORTH 54 DEG. 24 MIN. 26 SEC. EAST, A DISTANCE OF 7.06 FEET TO A POINT;
NORTH 64 DEG. 35 MIN. 07 SEC. EAST, A DISTANCE OF 10.23 FEET TO A POINT;
SOUTH 86 DEG. 08 MIN. 53 SEC. EAST, A DISTANCE OF 13.63 FEET TO A POINT;
SOUTH 32 DEG. 48 MIN. 45 SEC. EAST, A DISTANCE OF 16.31 FEET TO A POINT;
SOUTH 12 DEG. 38 MIN. 42 SEC. EAST, A DISTANCE OF 24.21 FEET TO A POINT;
SOUTH 09 DEG. 37 MIN. 11 SEC. WEST, A DISTANCE OF 17.59 FEET TO A POINT;
SOUTH 02 DEG. 53 MIN. 03 SEC. EAST, A DISTANCE OF 15.30 FEET TO A POINT;
SOUTH 37 DEG. 39 MIN. 19 SEC. EAST, A DISTANCE OF 22.48 FEET TO A POINT;

SOUTH 57 DEG. 37 MIN. 07 SEC. EAST, A DISTANCE OF 19.39 FEET TO A POINT;
NORTH 86 DEG. 38 MIN. 56 SEC. EAST, A DISTANCE OF 7.89 FEET TO A POINT;
NORTH 55 DEG. 20 MIN. 18 SEC. EAST, A DISTANCE OF 15.97 FEET TO A POINT;
NORTH 40 DEG. 09 MIN. 17 SEC. EAST, A DISTANCE OF 22.86 FEET TO A POINT;
NORTH 72 DEG. 20 MIN. 52 SEC. EAST, A DISTANCE OF 22.02 FEET TO A POINT;
NORTH 89 DEG. 53 MIN. 32 SEC. EAST, A DISTANCE OF 11.41 FEET TO A POINT;
SOUTH 40 DEG. 42 MIN. 00 SEC. EAST, A DISTANCE OF 7.86 FEET TO A POINT;
SOUTH 39 DEG. 09 MIN. 27 SEC. EAST, A DISTANCE OF 5.39 FEET TO A POINT;
SOUTH 40 DEG. 25 MIN. 59 SEC. WEST, A DISTANCE OF 7.47 FEET TO A POINT;
SOUTH 77 DEG. 35 MIN. 09 SEC. WEST, A DISTANCE OF 13.89 FEET TO A POINT;
SOUTH 48 DEG. 36 MIN. 43 SEC. WEST, A DISTANCE OF 18.36 FEET TO A POINT;
SOUTH 15 DEG. 11 MIN. 10 SEC. WEST, A DISTANCE OF 22.85 FEET TO A POINT;
SOUTH 20 DEG. 57 MIN. 26 SEC. EAST, A DISTANCE OF 21.16 FEET TO A POINT;
SOUTH 58 DEG. 29 MIN. 25 SEC. EAST, A DISTANCE OF 9.90 FEET TO A POINT;
NORTH 66 DEG. 53 MIN. 20 SEC. EAST, A DISTANCE OF 4.24 FEET TO A POINT;
NORTH 14 DEG. 14 MIN. 38 SEC. EAST, A DISTANCE OF 11.89 FEET TO A POINT;
NORTH 29 DEG. 25 MIN. 15 SEC. EAST, A DISTANCE OF 18.04 FEET TO A POINT;
NORTH 52 DEG. 03 MIN. 55 SEC. EAST, A DISTANCE OF 24.66 FEET TO A POINT;
NORTH 75 DEG. 05 MIN. 13 SEC. EAST, A DISTANCE OF 31.05 FEET TO A POINT;
SOUTH 77 DEG. 41 MIN. 01 SEC. EAST, A DISTANCE OF 20.65 FEET TO A POINT;
SOUTH 38 DEG. 02 MIN. 55 SEC. EAST, A DISTANCE OF 15.95 FEET TO A POINT;
SOUTH 17 DEG. 55 MIN. 04 SEC. EAST, A DISTANCE OF 15.83 FEET TO A POINT;

SOUTH 53 DEG. 36 MIN. 59 SEC. EAST, A DISTANCE OF 14.68 FEET TO A POINT;
SOUTH 88 DEG. 38 MIN. 02 SEC. EAST, A DISTANCE OF 17.10 FEET TO A POINT;
SOUTH 86 DEG. 10 MIN. 37 SEC. EAST, A DISTANCE OF 15.61 FEET TO A POINT;
SOUTH 31 DEG. 51 MIN. 01 SEC. EAST, A DISTANCE OF 9.54 FEET TO A POINT;
SOUTH 18 DEG. 10 MIN. 20 SEC. EAST, A DISTANCE OF 12.30 FEET TO A POINT;
SOUTH 69 DEG. 09 MIN. 44 SEC. EAST, A DISTANCE OF 7.23 FEET TO A POINT;
SOUTH 26 DEG. 19 MIN. 09 SEC. EAST, A DISTANCE OF 24.05 FEET TO A POINT;
SOUTH 13 DEG. 17 MIN. 07 SEC. WEST, A DISTANCE OF 26.75 FEET TO A POINT;
SOUTH 63 DEG. 45 MIN. 44 SEC. WEST, A DISTANCE OF 20.44 FEET TO A POINT;
NORTH 77 DEG. 31 MIN. 14 SEC. WEST, A DISTANCE OF 22.39 FEET TO A POINT;
NORTH 61 DEG. 02 MIN. 38 SEC. WEST, A DISTANCE OF 20.97 FEET TO A POINT;
NORTH 75 DEG. 32 MIN. 48 SEC. WEST, A DISTANCE OF 21.86 FEET TO A POINT;
SOUTH 52 DEG. 54 MIN. 24 SEC. WEST, A DISTANCE OF 15.47 FEET TO A POINT;
SOUTH 12 DEG. 14 MIN. 23 SEC. EAST, A DISTANCE OF 21.75 FEET TO A POINT;
SOUTH 42 DEG. 59 MIN. 15 SEC. EAST, A DISTANCE OF 21.66 FEET TO A POINT;
SOUTH 65 DEG. 14 MIN. 09 SEC. EAST, A DISTANCE OF 22.34 FEET TO A POINT;
SOUTH 50 DEG. 30 MIN. 14 SEC. EAST, A DISTANCE OF 23.42 FEET TO A POINT;
SOUTH 06 DEG. 43 MIN. 23 SEC. EAST, A DISTANCE OF 16.04 FEET TO A POINT;
SOUTH 57 DEG. 27 MIN. 03 SEC. WEST, A DISTANCE OF 13.89 FEET TO A POINT;
NORTH 76 DEG. 22 MIN. 50 SEC. WEST, A DISTANCE OF 15.51 FEET TO A POINT;
SOUTH 54 DEG. 05 MIN. 24 SEC. WEST, A DISTANCE OF 26.49 FEET TO A POINT;
SOUTH 00 DEG. 48 MIN. 44 SEC. WEST, A DISTANCE OF 18.91 FEET TO A POINT;
SOUTH 52 DEG. 45 MIN. 41 SEC. EAST, A DISTANCE OF 18.00 FEET TO A POINT;
SOUTH 49 DEG. 14 MIN. 08 SEC. EAST, A DISTANCE OF 12.18 FEET TO A POINT;
SOUTH 04 DEG. 59 MIN. 22 SEC. EAST, A DISTANCE OF 16.93 FEET TO A POINT;
SOUTH 39 DEG. 09 MIN. 35 SEC. WEST, A DISTANCE OF 20.08 FEET TO A POINT;
NORTH 82 DEG. 33 MIN. 30 SEC. WEST, A DISTANCE OF 27.89 FEET TO A POINT;
NORTH 58 DEG. 50 MIN. 50 SEC. WEST, A DISTANCE OF 22.31 FEET TO A POINT;
SOUTH 78 DEG. 08 MIN. 52 SEC. WEST, A DISTANCE OF 21.57 FEET TO A POINT;
SOUTH 34 DEG. 47 MIN. 41 SEC. WEST, A DISTANCE OF 23.39 FEET TO A POINT;
SOUTH 18 DEG. 39 MIN. 21 SEC. EAST, A DISTANCE OF 18.50 FEET TO A POINT;
SOUTH 28 DEG. 51 MIN. 40 SEC. EAST, A DISTANCE OF 26.87 FEET TO A POINT;

SOUTH 02 DEG. 50 MIN. 09 SEC. EAST, A DISTANCE OF 34.71 FEET TO A POINT;
SOUTH 26 DEG. 39 MIN. 22 SEC. WEST, A DISTANCE OF 24.62 FEET TO A POINT;
SOUTH 47 DEG. 12 MIN. 25 SEC. WEST, A DISTANCE OF 24.66 FEET TO A POINT;
SOUTH 85 DEG. 23 MIN. 13 SEC. WEST, A DISTANCE OF 14.97 FEET TO A POINT;
SOUTH 67 DEG. 26 MIN. 29 SEC. WEST, A DISTANCE OF 14.30 FEET TO A POINT;
SOUTH 31 DEG. 35 MIN. 47 SEC. WEST, A DISTANCE OF 20.47 FEET TO A POINT;
SOUTH 10 DEG. 38 MIN. 50 SEC. EAST, A DISTANCE OF 16.39 FEET TO A POINT;
SOUTH 45 DEG. 37 MIN. 10 SEC. EAST, A DISTANCE OF 18.02 FEET TO A POINT;
SOUTH 30 DEG. 00 MIN. 04 SEC. EAST, A DISTANCE OF 14.92 FEET TO A POINT;
SOUTH 19 DEG. 57 MIN. 10 SEC. WEST, A DISTANCE OF 11.54 FEET TO A POINT;
SOUTH 48 DEG. 57 MIN. 00 SEC. WEST, A DISTANCE OF 18.26 FEET TO A POINT;
SOUTH 45 DEG. 53 MIN. 06 SEC. WEST, A DISTANCE OF 9.93 FEET TO A POINT;
SOUTH 14 DEG. 56 MIN. 09 SEC. EAST, A DISTANCE OF 8.94 FEET TO A POINT;
SOUTH 41 DEG. 34 MIN. 30 SEC. EAST, A DISTANCE OF 16.90 FEET TO A POINT;
SOUTH 38 DEG. 46 MIN. 46 SEC. EAST, A DISTANCE OF 14.93 FEET TO A POINT;
SOUTH 08 DEG. 33 MIN. 16 SEC. EAST, A DISTANCE OF 11.07 FEET TO A POINT;
SOUTH 09 DEG. 46 MIN. 08 SEC. WEST, A DISTANCE OF 16.33 FEET TO A POINT;
SOUTH 26 DEG. 23 MIN. 32 SEC. EAST, A DISTANCE OF 16.19 FEET TO A POINT;
SOUTH 85 DEG. 46 MIN. 31 SEC. EAST, A DISTANCE OF 15.93 FEET TO A POINT;
SOUTH 89 DEG. 17 MIN. 08 SEC. EAST, A DISTANCE OF 18.22 FEET TO A POINT;
SOUTH 62 DEG. 18 MIN. 57 SEC. EAST, A DISTANCE OF 17.68 FEET TO A POINT;
SOUTH 61 DEG. 44 MIN. 26 SEC. EAST, A DISTANCE OF 12.20 FEET TO A POINT;
NORTH 64 DEG. 47 MIN. 11 SEC. EAST, A DISTANCE OF 11.21 FEET TO A POINT;
NORTH 34 DEG. 43 MIN. 40 SEC. EAST, A DISTANCE OF 15.10 FEET TO A POINT;
NORTH 51 DEG. 28 MIN. 31 SEC. EAST, A DISTANCE OF 17.32 FEET TO A POINT;
SOUTH 87 DEG. 48 MIN. 11 SEC. EAST, A DISTANCE OF 17.42 FEET TO A POINT;
SOUTH 38 DEG. 01 MIN. 35 SEC. EAST, A DISTANCE OF 14.93 FEET TO A POINT;
SOUTH 51 DEG. 30 MIN. 04 SEC. EAST, A DISTANCE OF 11.25 FEET TO A POINT;

SOUTH 11 DEG. 09 MIN. 23 SEC. EAST, A DISTANCE OF 15.63 FEET TO A POINT;
SOUTH 43 DEG. 28 MIN. 56 SEC. WEST, A DISTANCE OF 14.81 FEET TO A POINT;
SOUTH 01 DEG. 53 MIN. 55 SEC. WEST, A DISTANCE OF 27.80 FEET TO A POINT;
SOUTH 18 DEG. 18 MIN. 58 SEC. EAST, A DISTANCE OF 53.08 FEET TO A POINT;
SOUTH 44 DEG. 55 MIN. 49 SEC. WEST, A DISTANCE OF 25.12 FEET TO A POINT;
SOUTH 61 DEG. 51 MIN. 26 SEC. WEST, A DISTANCE OF 38.45 FEET TO A POINT;
SOUTH 42 DEG. 18 MIN. 07 SEC. WEST, A DISTANCE OF 13.46 FEET TO A POINT;
SOUTH 19 DEG. 06 MIN. 39 SEC. EAST, A DISTANCE OF 19.91 FEET TO A POINT;
SOUTH 32 DEG. 25 MIN. 24 SEC. EAST, A DISTANCE OF 20.90 FEET TO A POINT;
SOUTH 19 DEG. 08 MIN. 08 SEC. EAST, A DISTANCE OF 19.40 FEET TO A POINT;
SOUTH 37 DEG. 38 MIN. 17 SEC. EAST, A DISTANCE OF 20.25 FEET TO A POINT;
SOUTH 16 DEG. 01 MIN. 37 SEC. EAST, A DISTANCE OF 17.39 FEET TO A POINT;
SOUTH 40 DEG. 55 MIN. 38 SEC. EAST, A DISTANCE OF 13.23 FEET TO A POINT;
NORTH 57 DEG. 18 MIN. 04 SEC. EAST, A DISTANCE OF 13.21 FEET TO A POINT;
NORTH 41 DEG. 44 MIN. 18 SEC. EAST, A DISTANCE OF 13.48 FEET TO A POINT;
NORTH 64 DEG. 50 MIN. 27 SEC. EAST, A DISTANCE OF 23.70 FEET TO A POINT;
NORTH 42 DEG. 34 MIN. 58 SEC. EAST, A DISTANCE OF 17.09 FEET TO A POINT;
NORTH 36 DEG. 42 MIN. 48 SEC. EAST, A DISTANCE OF 6.85 FEET TO A POINT;
NORTH 59 DEG. 33 MIN. 50 SEC. EAST, A DISTANCE OF 8.69 FEET TO A POINT;
SOUTH 75 DEG. 57 MIN. 06 SEC. EAST, A DISTANCE OF 7.57 FEET TO A POINT;
SOUTH 36 DEG. 06 MIN. 03 SEC. EAST, A DISTANCE OF 16.96 FEET TO A POINT;
SOUTH 07 DEG. 02 MIN. 30 SEC. WEST, A DISTANCE OF 5.55 FEET TO A POINT;
SOUTH 19 DEG. 39 MIN. 58 SEC. EAST, A DISTANCE OF 12.53 FEET TO A POINT;
SOUTH 71 DEG. 17 MIN. 26 SEC. EAST, A DISTANCE OF 17.40 FEET TO A POINT;
NORTH 72 DEG. 33 MIN. 56 SEC. EAST, A DISTANCE OF 19.86 FEET TO A POINT;
NORTH 34 DEG. 07 MIN. 08 SEC. EAST, A DISTANCE OF 15.91 FEET TO A POINT;

NORTH 06 DEG. 20 MIN. 28 SEC. WEST, A DISTANCE OF 15.23 FEET TO A POINT;
NORTH 48 DEG. 12 MIN. 54 SEC. WEST, A DISTANCE OF 10.86 FEET TO A POINT;
SOUTH 70 DEG. 35 MIN. 23 SEC. WEST, A DISTANCE OF 7.33 FEET TO A POINT;
SOUTH 80 DEG. 11 MIN. 27 SEC. WEST, A DISTANCE OF 10.95 FEET TO A POINT;
NORTH 19 DEG. 48 MIN. 10 SEC. WEST, A DISTANCE OF 11.29 FEET TO A POINT;
NORTH 30 DEG. 46 MIN. 56 SEC. EAST, A DISTANCE OF 15.65 FEET TO A POINT;
NORTH 46 DEG. 31 MIN. 28 SEC. EAST, A DISTANCE OF 15.61 FEET TO A POINT;
NORTH 83 DEG. 19 MIN. 51 SEC. EAST, A DISTANCE OF 9.67 FEET TO A POINT;
SOUTH 51 DEG. 47 MIN. 43 SEC. EAST, A DISTANCE OF 11.77 FEET TO A POINT;
SOUTH 56 DEG. 07 MIN. 37 SEC. EAST, A DISTANCE OF 12.40 FEET TO A POINT;
SOUTH 49 DEG. 00 MIN. 46 SEC. EAST, A DISTANCE OF 10.81 FEET TO A POINT;
SOUTH 49 DEG. 42 MIN. 46 SEC. EAST, A DISTANCE OF 15.50 FEET TO A POINT;
SOUTH 14 DEG. 23 MIN. 14 SEC. EAST, A DISTANCE OF 13.91 FEET TO A POINT;
SOUTH 07 DEG. 35 MIN. 27 SEC. WEST, A DISTANCE OF 14.18 FEET TO A POINT;
SOUTH 13 DEG. 26 MIN. 05 SEC. EAST, A DISTANCE OF 19.37 FEET TO A POINT;
SOUTH 31 DEG. 12 MIN. 55 SEC. EAST, A DISTANCE OF 26.12 FEET TO A POINT;
SOUTH 11 DEG. 10 MIN. 37 SEC. EAST, A DISTANCE OF 7.22 FEET TO A POINT;
SOUTH 29 DEG. 25 MIN. 17 SEC. WEST, A DISTANCE OF 4.92 FEET TO A POINT;
SOUTH 42 DEG. 20 MIN. 32 SEC. WEST, A DISTANCE OF 10.84 FEET TO A POINT;
SOUTH 05 DEG. 50 MIN. 05 SEC. EAST, A DISTANCE OF 30.67 FEET TO A POINT;
SOUTH 25 DEG. 43 MIN. 51 SEC. EAST, A DISTANCE OF 17.07 FEET TO A POINT;
SOUTH 19 DEG. 49 MIN. 00 SEC. EAST, A DISTANCE OF 10.80 FEET TO A POINT;
SOUTH 04 DEG. 02 MIN. 42 SEC. EAST, A DISTANCE OF 17.48 FEET TO A POINT;
SOUTH 31 DEG. 52 MIN. 04 SEC. EAST, A DISTANCE OF 18.56 FEET TO A POINT;
SOUTH 41 DEG. 58 MIN. 46 SEC. EAST, A DISTANCE OF 16.94 FEET TO A POINT;
SOUTH 33 DEG. 52 MIN. 55 SEC. EAST, A DISTANCE OF 10.00 FEET TO A POINT;
SOUTH 28 DEG. 08 MIN. 27 SEC. WEST, A DISTANCE OF 9.19 FEET TO A POINT;
SOUTH 62 DEG. 20 MIN. 04 SEC. WEST, A DISTANCE OF 18.07 FEET TO A POINT;
SOUTH 46 DEG. 06 MIN. 48 SEC. WEST, A DISTANCE OF 13.94 FEET TO A POINT;
SOUTH 00 DEG. 58 MIN. 06 SEC. WEST, A DISTANCE OF 14.61 FEET TO A POINT;
SOUTH 28 DEG. 29 MIN. 09 SEC. EAST, A DISTANCE OF 31.14 FEET TO A POINT;
SOUTH 74 DEG. 16 MIN. 42 SEC. EAST, A DISTANCE OF 9.82 FEET TO A POINT;
SOUTH 55 DEG. 27 MIN. 27 SEC. EAST, A DISTANCE OF 14.23 FEET TO A POINT;
SOUTH 54 DEG. 41 MIN. 02 SEC. EAST, A DISTANCE OF 13.77 FEET TO A POINT;

SOUTH 65 DEG. 56 MIN. 56 SEC. EAST, A DISTANCE OF 9.24 FEET TO A POINT;
SOUTH 53 DEG. 19 MIN. 53 SEC. EAST, A DISTANCE OF 12.73 FEET TO A POINT;
NORTH 82 DEG. 09 MIN. 26 SEC. EAST, A DISTANCE OF 11.05 FEET TO A POINT;
SOUTH 80 DEG. 01 MIN. 48 SEC. EAST, A DISTANCE OF 14.05 FEET TO A POINT;
SOUTH 48 DEG. 43 MIN. 58 SEC. EAST, A DISTANCE OF 17.06 FEET TO A POINT;
SOUTH 51 DEG. 09 MIN. 23 SEC. EAST, A DISTANCE OF 13.80 FEET TO A POINT;
NORTH 81 DEG. 01 MIN. 22 SEC. EAST, A DISTANCE OF 25.28 FEET TO A POINT;
SOUTH 51 DEG. 30 MIN. 50 SEC. EAST, A DISTANCE OF 12.29 FEET TO A POINT;
SOUTH 46 DEG. 49 MIN. 10 SEC. EAST, A DISTANCE OF 12.70 FEET TO A POINT;
SOUTH 68 DEG. 29 MIN. 56 SEC. EAST, A DISTANCE OF 18.41 FEET TO A POINT;
NORTH 64 DEG. 24 MIN. 47 SEC. EAST, A DISTANCE OF 11.54 FEET TO A POINT;
NORTH 43 DEG. 28 MIN. 43 SEC. EAST, A DISTANCE OF 11.15 FEET TO A POINT;
NORTH 62 DEG. 02 MIN. 11 SEC. EAST, A DISTANCE OF 23.73 FEET TO A POINT;
SOUTH 85 DEG. 08 MIN. 57 SEC. EAST, A DISTANCE OF 13.49 FEET TO A POINT;
NORTH 82 DEG. 04 MIN. 40 SEC. EAST, A DISTANCE OF 20.74 FEET TO A POINT;
SOUTH 59 DEG. 48 MIN. 18 SEC. EAST, A DISTANCE OF 20.15 FEET TO A POINT;
SOUTH 39 DEG. 06 MIN. 01 SEC. EAST, A DISTANCE OF 20.09 FEET TO A POINT;
SOUTH 23 DEG. 33 MIN. 46 SEC. EAST, A DISTANCE OF 24.82 FEET TO A POINT;
SOUTH 19 DEG. 04 MIN. 11 SEC. EAST, A DISTANCE OF 13.18 FEET TO A POINT;
SOUTH 06 DEG. 22 MIN. 42 SEC. WEST, A DISTANCE OF 13.87 FEET TO A POINT;

SOUTH 08 DEG. 37 MIN. 26 SEC. EAST, A DISTANCE OF 9.05 FEET TO A POINT;

THENCE, SOUTH 74 DEG. 44 MIN. 49 SEC. WEST, ALONG THE NORTHWESTERLY LINE OF SAID FORT BEND COUNTY TOLL ROAD AUTHORITY, A DISTANCE OF 2,023.31 FEET TO THE POINT OF BEGINNING AND CONTAINING 88.71 ACRES OR 3,864,322 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 56960-88AC, PREPARED BY WINDROSE LAND SERVICES.

LESS AND EXCEPT

A TRACT OR PARCEL CONTAINING 0.4564 OF AN ACRE OR 19,881 SQUARE FEET OF LAND SITUATED IN THE CHURCHILL FULSHEAR LEAGUE, ABSTRACT NO. 29, FORT BEND COUNTY, TEXAS, BEING ALL OF 86.191 ACRES DESCRIBED IN DEED TO POSITIVE DEVELOPMENTS LLC AS RECORDED UNDER FORT BEND COUNTY CLERK'S FILE (F.B.C.C.F) NO. 20200608019, WITH SAID 0.4564 OF AN ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83):

COMMENCING AT A CAPPED 3/4 INCH IRON ROD FOUND ON THE NORTHWESTERLY LINE OF A CALLED FORT BEND COUNTY TOLL ROAD AUTHORITY AS RECORDED UNDER F.B.C.C.F. NO'S. 2015058468, 2015058447 AND 2015058441, MARKING THE SOUTHWEST CORNER OF SAID 86.191 ACRES AND OF THE HEREIN DESCRIBED TRACT;

THENCE, ALONG THE COMMON LINE OF SAID 86.191 ACRES AND THE EAST LINE OF POLO RANCH SECTION 1, AS RECORDED UNDER PLAT NO. 20190055, THE FOLLOWING COURSES AND DISTANCES;

NORTH 08 DEG. 08 MIN. 14 SEC. EAST, A DISTANCE OF 120.87 FEET TO A SET CAPPED 5/8" IRON ROD STAMPED "WINDROSE" SET MARKING AN ANGLE POINT;

NORTH 08 DEG. 37 MIN. 57 SEC. EAST, A DISTANCE OF 146.20 FEET TO A CAPPED 3/4 INCH IRON ROD FOUND MARKING AN ANGLE POINT;

NORTH 12 DEG. 34 MIN. 35 SEC. EAST, A DISTANCE OF 139.54 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET MARKING AN ANGLE POINT;

NORTH 09 DEG. 58 MIN. 05 SEC. EAST, A DISTANCE OF 118.50 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET MARKING AN ANGLE POINT;

NORTH 11 DEG. 41 MIN. 08 SEC. EAST, A DISTANCE OF 600.22 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET MARKING AN ANGLE POINT;

THENCE, ALONG THE COMMON LINE OF SAID 86.91 ACRES AND THE EAST LINE OF SAID POLO RANCH SECTION 1, AND THE EAST LINE OF POLO RANCH SECTION 4, AS RECORDED UNDER PLAT NO. 20200041, F.B.C.P.R. AND THE EAST LINE OF POLO RANCH SECTION 8, AS RECORDED UNDER PLAT NO. 20210130, F.B.C.P.R., THE FOLLOWING COURSES AND DISTANCES;

NORTH 06 DEG. 09 MIN. 25 SEC. EAST, A DISTANCE OF 600.73 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET TO AN ANGLE POINT;

NORTH 04 DEG. 01 MIN. 13 SEC. EAST, A DISTANCE OF 1,548.95 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET MARKING THE SOUTHWEST CORNER OF A CALLED 44.512 ACRES DESCRIBED IN DEED TO GRANDES RICOS, LLC AS RECORDED UNDER F.B.C.C.F. NO. 2015091411, THE NORTHWEST CORNER OF SAID 86.191 ACRES AND OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 82 DEG. 57 MIN. 20 SEC. EAST, ALONG THE COMMON LINE OF SAID 44.512 ACRES AND SAID 86.191 ACRES, A DISTANCE OF 1,184.34 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET MARKING AN ANGLE POINT;

THENCE, NORTH 87 DEG. 38 MIN. 56 SEC. EAST, CONTINUING ALONG THE COMMON LINE OF SAID 44.512 ACRES AND SAID 86.191 ACRES, A DISTANCE OF 105.07 FEET TO A POINT FOR CORNER;

THENCE, OVER AND ACROSS SAID 86.191 ACRES, THE FOLLOWING COURSES AND DISTANCES;

SOUTH 02 DEG. 21 MIN. 04 SEC. EAST, A DISTANCE OF 16.73 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET MARKING THE NORTHEAST CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

SOUTH 02 DEG. 21 MIN. 04 SEC. EAST, A DISTANCE OF 160.63 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET MARKING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

SOUTH 87 DEG. 38 MIN. 56 SEC. WEST, A DISTANCE OF 121.49 FEET TO THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, ALONG THE CENTERLINE OF UNION CHAPEL BRANCH THE FOLLOWING COURSES AND DISTANCES;

NORTH 22 DEG. 47 MIN. 51 SEC. EAST, A DISTANCE OF 15.27 FEET TO A POINT;
NORTH 36 DEG. 31 MIN. 20 SEC. EAST, A DISTANCE OF 8.23 FEET TO A POINT;
NORTH 62 DEG. 52 MIN. 16 SEC. EAST, A DISTANCE OF 7.88 FEET TO A POINT;
NORTH 38 DEG. 59 MIN. 05 SEC. EAST, A DISTANCE OF 11.15 FEET TO A POINT;
NORTH 15 DEG. 17 MIN. 02 SEC. WEST, A DISTANCE OF 12.64 FEET TO A POINT;
NORTH 63 DEG. 24 MIN. 20 SEC. WEST, A DISTANCE OF 11.24 FEET TO A POINT;
SOUTH 73 DEG. 46 MIN. 38 SEC. WEST, A DISTANCE OF 7.36 FEET TO A POINT;
SOUTH 44 DEG. 33 MIN. 30 SEC. WEST, A DISTANCE OF 5.00 FEET TO A POINT;
SOUTH 85 DEG. 52 MIN. 10 SEC. WEST, A DISTANCE OF 4.77 FEET TO A POINT;
NORTH 40 DEG. 46 MIN. 39 SEC. WEST, A DISTANCE OF 6.11 FEET TO A POINT;
NORTH 64 DEG. 18 MIN. 46 SEC. WEST, A DISTANCE OF 9.21 FEET TO A POINT;
NORTH 47 DEG. 50 MIN. 51 SEC. WEST, A DISTANCE OF 26.54 FEET TO A POINT;
NORTH 61 DEG. 43 MIN. 29 SEC. WEST, A DISTANCE OF 2.78 FEET TO A POINT;
NORTH 89 DEG. 23 MIN. 30 SEC. WEST, A DISTANCE OF 6.07 FEET TO A POINT;
NORTH 10 DEG. 27 MIN. 34 SEC. EAST, A DISTANCE OF 5.73 FEET TO A POINT;
NORTH 26 DEG. 27 MIN. 11 SEC. EAST, A DISTANCE OF 14.10 FEET TO A POINT;
NORTH 73 DEG. 31 MIN. 14 SEC. EAST, A DISTANCE OF 4.44 FEET TO A POINT;
SOUTH 65 DEG. 28 MIN. 43 SEC. EAST, A DISTANCE OF 5.60 FEET TO A POINT;
SOUTH 76 DEG. 15 MIN. 33 SEC. EAST, A DISTANCE OF 12.45 FEET TO A POINT;
NORTH 81 DEG. 29 MIN. 20 SEC. EAST, A DISTANCE OF 15.21 FEET TO A POINT;
NORTH 45 DEG. 57 MIN. 37 SEC. EAST, A DISTANCE OF 7.00 FEET TO A POINT;
NORTH 00 DEG. 45 MIN. 18 SEC. WEST, A DISTANCE OF 8.67 FEET TO A POINT;
NORTH 17 DEG. 01 MIN. 49 SEC. WEST, A DISTANCE OF 12.06 FEET TO A POINT;
NORTH 10 DEG. 10 MIN. 37 SEC. WEST, A DISTANCE OF 9.97 FEET TO A POINT;

NORTH 14 DEG. 13 MIN. 05 SEC. WEST, A DISTANCE OF 17.51 FEET TO A POINT;
NORTH 38 DEG. 23 MIN. 09 SEC. WEST, A DISTANCE OF 11.84 FEET TO A POINT;
NORTH 61 DEG. 05 MIN. 32 SEC. WEST, A DISTANCE OF 9.33 FEET TO A POINT;

NORTH 72 DEG. 57 MIN. 48 SEC. WEST, A DISTANCE OF 16.70 FEET TO A POINT;

THENCE, NORTH 87 DEG. 38 MIN. 56 SEC. EAST, A DISTANCE OF 151.31 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.4564 OF AN ACRE OR 19,881 SQUARE FEET OF LAND. IN TOTAL CONTAINING 88.257 NET ACRES OR 3,844,457 NET SQUARE FEET OF LAND.

LESS AND EXCEPT 5.217 ACRES OF LAND DESCRIBED AS FOLLOWS;

A TRACT OR PARCEL CONTAINING 5.217 ACRES OR 227,264 SQUARE FEET OF LAND SITUATED IN THE CHURCHILL FULSHEAR LEAGUE, ABSTRACT NO. 29, FORT BEND COUNTY, TEXAS, BEING A PORTION OF A CALLED 86.191 ACRES DESCRIBED IN DEED TO POSITIVE DEVELOPMENTS LLC AS RECORDED UNDER FORT BEND COUNTY CLERK'S FILE (F.B.C.C.F) NO. 20200608019 AND A PORTION OF A RESIDUE OF A CALLED 44.512 ACRES DESCRIBED IN DEEDS TO GRANDES RICOS, LLC., F.B.C.C.F. NO. 2015091411, WITH SAID 5.217 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE (4204):

COMMENCING AT A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET ON THE SOUTHWEST RIGHT-OF-WAY (R.O.W.) LINE OF WALLIS STREET AND FOR THE COMMON EASTERLY CORNER OF LOT 1, BLOCK 1 OF THRIVE CHURCH FULSHEAR, A MAP OR PLAT THEREOF AS RECORDED UNDER PLAT NO. 20180058, FORT BEND COUNTY PLAT RECORDS (F.B.C.P.R.) AND SAID 44.512 ACRES;

THENCE, SOUTH 37 DEG. 39 MIN. 52 SEC. EAST, WITH THE SOUTHWEST R.O.W. LINE OF SAID WALLIS STREET, A DISTANCE OF 489.84 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE COMMON NORTH CORNER OF A CALLED 2.081 ACRES DESCRIBED IN DEED TO FORT BEND COUNTY EMERGENCY SERVICES DISTRICT NO. 4 RECORDED UNDER F.B.C.C.F. NO. 2013044382 AND OF SAID 44.512 ACRES;

THENCE, SOUTH 03 DEG. 19 MIN. 41 SEC. WEST, WITH THE COMMON LINE OF SAID 2.081 ACRES AND SAID 44.512 ACRES, A DISTANCE OF 403.22 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 03 DEG. 19 MIN. 41 SEC. WEST, WITH THE WEST LINE OF SAID 2.081 ACRES, A DISTANCE OF 299.81 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE NORTHEAST CORNER OF A CALLED 70.000 ACRES DESCRIBED IN DEED TO CAROL ANN MCCANN RECORDED UNDER F.B.C.C.F. NO. 2021029704 AND MOST EASTERLY SOUTHEAST CORNER OF SAID 86.191 ACRES, SAME BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 87 DEG. 38 MIN. 56 SEC. WEST, WITH THE NORTH LINE OF SAID 70.000 ACRES, A DISTANCE OF 746.37 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 02 DEG. 18 MIN. 52 SEC. WEST, OVER AND ACROSS SAID 86.191 ACRES AND SAID 44.512 ACRES, A DISTANCE OF 298.84 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 87 DEG. 41 MIN. 08 SEC. EAST, CONTINUING OVER AND ACROSS SAID 44.512 ACRES, A DISTANCE OF 775.85 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.217 ACRES OR 227,264 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 56960-DET1, PREPARED BY WINDROSE LAND SERVICES.

LESS AND EXCEPT 0.7709 OF AN ACRE DESCRIBED AS FOLLOWS;

A TRACT OR PARCEL CONTAINING 0.7709 OF AN ACRE OR 33,579 SQUARE FEET OF LAND SITUATED IN THE CHURCHILL FULSHEAR LEAGUE, ABSTRACT NO. 29, FORT BEND COUNTY, TEXAS, BEING A PORTION OF A CALLED 86.191 ACRES DESCRIBED IN DEED TO POSITIVE DEVELOPMENTS LLC AS RECORDED UNDER FORT BEND COUNTY CLERK'S FILE (F.B.C.C.F) NO.

20200608019, WITH SAID 0.7709 OF AN ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE (4204):

COMMENCING AT A CAPPED 5/8 INCH IRON ROD FOUND ON THE WEST LINE OF SAID 86.191 ACRES AND FOR THE SOUTHEAST CORNER OF POLO RANCH SECTION 8, A MAP OR PLAT THEREOF AS RECORDED UNDER PLAT NO. 20210130, FORT BEND COUNT PLAT RECORDS (F.B.C.P.R.) AND THE NORTHEAST CORNER OF LOU WATER PARKWAY (60 FEET RIGHT-OF-WAY (R.O.W.)), AS RECORDED UNDER F.B.C.C.F. NO. 2018074664;

THENCE, OVER AND ACROSS SAID 86.191 ACRES, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES;

SOUTH 79 DEG. 43 MIN. 55 SEC. EAST, A DISTANCE OF 515.04 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE POINT OF BEGINNING, SAME BEING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

SOUTH 86 DEG. 36 MIN. 34 SEC. EAST, A DISTANCE OF 131.03 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE MOST NORTHERLY NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 81 DEG. 58 MIN. 25 SEC., AN ARC LENGTH OF 35.77 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 45 DEG. 37 MIN. 21 SEC. EAST, - 32.79 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE MOST EASTERLY NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING A POINT OF TANGENCY;

SOUTH 04 DEG. 38 MIN. 09 SEC. EAST, A DISTANCE OF 62.70 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR A ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

SOUTH 04 DEG. 38 MIN. 09 SEC. EAST, A DISTANCE OF 135.95 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

NORTH 80 DEG. 16 MIN. 52 SEC. WEST, A DISTANCE OF 151.44 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING THE BEGINNING OF A NONTANGENT CURVE TO THE LEFT;

WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 78 DEG. 46 MIN. 20 SEC., AN ARC LENGTH OF 68.74 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 29 DEG. 40 MIN. 02 SEC. WEST, - 63.45 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE MOST WESTERLY SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING A POINT OF NON TANGENCY;

NORTH 04 DEG. 00 MIN. 32 SEC. EAST, A DISTANCE OF 148.35 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.7709 OF AN ACRE OR 141,362 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 56960-COM3, PREPARED BY WINDROSE LAND SERVICES.

LESS AND EXCEPT 3.245 ACRES DESCRIBED AS FOLLOWS;

A TRACT OR PARCEL CONTAINING 3.245 ACRES OR 243,071 SQUARE FEET OF LAND SITUATED IN THE CHURCHILL FULSHEAR LEAGUE, ABSTRACT NO. 29, FORT BEND COUNTY, TEXAS, BEING A PORTION OF A CALLED 86.191 ACRES DESCRIBED IN DEED TO POSITIVE DEVELOPMENTS LLC AS RECORDED UNDER FORT BEND COUNTY CLERK'S FILE (F.B.C.C.F) NO. 20200608019, WITH SAID 3.245 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE (4204):

COMMENCING AT A CAPPED 3/4 INCH IRON ROD FOUND ON THE NORTHWESTERLY LINE OF A CALLED FORT BEND COUNTY TOLL ROAD AUTHORITY AS RECORDED UNDER F.B.C.C.F. NO'S.

2015058468, 2015058447 AND 2015058441, MARKING THE SOUTHWEST CORNER OF SAID 86.191 ACRES;

THENCE, NORTH 74 DEG. 44 MIN. 49 SEC. EAST, WITH THE NORTHWESTERLY LINE OF SAID FORT BEND COUNTY TOLL ROAD AUTHORITY, A DISTANCE OF 1,197.87 FEET FOR A POINT; THENCE, OVER AND ACROSS SAID 86.191 ACRES, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES;

NORTH 15 DEG. 15 MIN. 11 SEC. WEST, A DISTANCE OF 99.88 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE POINT OF BEGINNING AND SAME BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

NORTH 31 DEG. 30 MIN. 40 SEC. WEST, A DISTANCE OF 224.66 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 565.00 FEET, A CENTRAL ANGLE OF 18 DEG. 57 MIN. 32 SEC., AN ARC LENGTH OF 186.96 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 22 DEG. 01 MIN. 54 SEC. WEST, - 186.10 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE MOST WESTERLY NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING THE BEGINNING OF A CURVE TO THE RIGHT;

WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 95 DEG. 50 MIN. 45 SEC., AN ARC LENGTH OF 41.82 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 35 DEG. 22 MIN. 15 SEC. EAST, - 37.11 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE MOST NORTHERLY NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING A POINT OF TANGENCY;

NORTH 83 DEG. 17 MIN. 37 SEC. EAST, A DISTANCE OF 354.14 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 20 DEG. 25 MIN. 18 SEC., AN ARC LENGTH OF 35.64 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 25 DEG. 46 MIN. 48 SEC. EAST, - 35.45 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR A POINT OF TANGENCY;

SOUTH 15 DEG. 34 MIN. 09 SEC. EAST, A DISTANCE OF 336.50 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

SOUTH 74 DEG. 44 MIN. 20 SEC. WEST, A DISTANCE OF 302.36 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.245 ACRES OR 141,362 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 56960-COM2, PREPARED BY WINDROSE LAND SERVICES.

LESS AND EXCEPT 5.580 ACRES DESCRIBED AS FOLLOWS;

A TRACT OR PARCEL CONTAINING 5.580 ACRES OR 243,071 SQUARE FEET OF LAND SITUATED IN THE CHURCHILL FULSHEAR LEAGUE, ABSTRACT NO. 29, FORT BEND COUNTY, TEXAS, BEING A PORTION OF A CALLED 86.191 ACRES DESCRIBED IN DEED TO POSITIVE DEVELOPMENTS LLC AS RECORDED UNDER FORT BEND COUNTY CLERK'S FILE (F.B.C.C.F) NO. 20200608019, WITH SAID 5.580 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE (4204):

COMMENCING AT A CAPPED 3/4 INCH IRON ROD FOUND ON THE NORTHWESTERLY LINE OF A CALLED FORT BEND COUNTY TOLL ROAD AUTHORITY AS RECORDED UNDER F.B.C.C.F. NO'S. 2015058468, 2015058447 AND 2015058441, MARKING THE SOUTHWEST CORNER OF SAID 86.191 ACRES;

THENCE, NORTH 74 DEG. 44 MIN. 49 SEC. EAST, WITH THE NORTHWESTERLY LINE OF SAID FORT BEND COUNTY TOLL ROAD AUTHORITY, A DISTANCE OF 550.34 FEET FOR A POINT;

THENCE, OVER AND ACROSS SAID 86.191 ACRES, THE FOLLOWING THIRTEEN (13) COURSES AND DISTANCES;

NORTH 15 DEG. 15 MIN. 11 SEC. WEST, A DISTANCE OF 99.79 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE POINT OF BEGINNING AND SAME BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

NORTH 12 DEG. 16 MIN. 08 SEC. WEST, A DISTANCE OF 237.99 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

NORTH 07 DEG. 30 MIN. 55 SEC. WEST, A DISTANCE OF 61.68 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

NORTH 03 DEG. 33 MIN. 28 SEC. EAST, A DISTANCE OF 102.40 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

NORTH 06 DEG. 58 MIN. 45 SEC. EAST, A DISTANCE OF 152.60 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

NORTH 10 DEG. 16 MIN. 52 SEC. EAST, A DISTANCE OF 30.23 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

SOUTH 83 DEG. 56 MIN. 44 SEC. EAST, A DISTANCE OF 276.35 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 12 DEG. 45 MIN. 39 SEC., AN ARC LENGTH OF 73.50 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 89 DEG. 40 MIN. 27 SEC. EAST, - 73.35 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR A POINT OF TANGENCY;

NORTH 83 DEG. 17 MIN. 37 SEC. EAST, A DISTANCE OF 19.59 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET MARKING THE MOST NORTHERLY NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT AND FOR THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 85 DEG. 13 MIN. 11 SEC., AN ARC LENGTH OF 37.18 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 54 DEG. 05 MIN. 47 SEC. EAST, - 33.85 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET MARKING THE MOST EASTERLY NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT AND SAME BEING A POINT OF REVERSE CURVATURE;

WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 635.00 FEET, A CENTRAL ANGLE OF 20 DEG. 01 MIN. 28 SEC., AN ARC LENGTH OF 221.93 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 21 DEG. 29 MIN. 56 SEC. EAST, - 220.80 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR A POINT OF TANGENCY;

SOUTH 31 DEG. 30 MIN. 40 SEC. EAST, A DISTANCE OF 204.25 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

SOUTH 74 DEG. 44 MIN. 20 SEC. WEST, A DISTANCE OF 574.62 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.580 ACRES OR 243,071 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 56960-COM1, PREPARED BY WINDROSE LAND SERVICES.

LESS AND EXCEPT 0.1882 OF AN ACRE DESCRIBED AS FOLLOWS;

A TRACT OR PARCEL CONTAINING 0.1882 OF AN ACRE OR 8,196 SQUARE FEET OF LAND SITUATED IN THE CHURCHILL FULSHEAR LEAGUE, ABSTRACT NO. 29, FORT BEND COUNTY, TEXAS, BEING A PORTION OF A CALLED 86.191 ACRE TRACT OF LAND DESCRIBED IN DEED TO POSITIVE DEVELOPMENTS LLC AS RECORDED UNDER FORT BEND COUNTY CLERK'S FILE (F.B.C.C.F) NO. 20200608019, WITH SAID 0.1882 OF AN ACRE TRACT BEING MORE PARTICULARLY

DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE (4204);

COMMENCING AT A CAPPED 5/8 INCH IRON ROD FOUND ON THE WEST LINE OF A CALLED 86.191 ACRES DESCRIBED IN DEED TO POSITIVE DEVELOPMENTS LLC AS RECORDED UNDER FORT BEND COUNTY CLERK'S FILE (F.B.C.C.F) NO. 20200608019, AND FOR THE SOUTHEAST CORNER OF POLO RANCH SECTION 8, A MAP OR PLAT THEREOF AS RECORDED UNDER PLAT NO. 20210130, FORT BEND COUNTY PLAT RECORDS (F.B.C.P.R.) AND THE NORTHEAST CORNER OF LOU WATERS PARKWAY (60 FEET RIGHT-OF-WAY(R.O.W.)), AS RECORDED UNDER PLAT NO. 20190242, F.B.C.P.R.;

THENCE, NORTH 04 DEG. 01 MIN. 13 SEC. EAST, WITH THE EAST LINE OF SAID POLO RANCH SECTION 8, A DISTANCE OF 851.89 FEET TO A POINT ON THE COMMON LINE OF SAID 86.191 ACRE TRACT AND OF A CALLED 44.512 ACRE TRACT OF LAND DESCRIBED IN DEED TO GRANDES RICOS, LLC AS RECORDED UNDER F.B.C.C.F. NO. 2015091411;

THENCE, SOUTH 82 DEG. 57 MIN. 20 SEC. EAST, WITH SAID COMMON LINE OF SAID CALLED 86.191 ACRES AND SAID CALLED 44.512 ACRES, A DISTANCE OF 833.45 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE POINT OF BEGINNING AND SAME BEING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 82 DEG. 57 MIN. 20 SEC. EAST, CONTINUING WITH SAID COMMON LINE, A DISTANCE OF 167.63 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, OVER AND ACROSS SAID CALLED 86.191 ACRES, THE FOLLOWING COURSES AND DISTANCES;

SOUTH 29 DEG. 15 MIN. 03 SEC. WEST, A DISTANCE OF 60.36 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE MOST EASTERLY SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING A POINT OF CURVATURE;

WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90 DEG. 00 MIN. 00 SEC., AN ARC LENGTH OF 39.27 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 74 DEG. 15 MIN. 03 SEC. WEST, - 35.36 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR A POINT OF TANGENCY;

NORTH 60 DEG. 44 MIN. 57 SEC. WEST, A DISTANCE OF 91.62 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING A POINT OF CURVATURE;

WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 780.00 FEET, A CENTRAL ANGLE OF 02 DEG. 45 MIN. 13 SEC., AN ARC LENGTH OF 37.49 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 62 DEG. 07 MIN. 34 SEC. WEST, - 37.48 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE END OF SAID CURVE AND BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

NORTH 26 DEG. 29 MIN. 50" EAST, A DISTANCE OF 22.93 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.1882 OF AN ACRE OR 8,196 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 56960-COM4-POSITIVE, PREPARED BY WINDROSE LAND SERVICES.

EXHIBIT B

TO MEMORANDUM OF AGREEMENT

LEGAL DESCRIPTION AND/OR DEPICTION OF SELLER'S COMMERCIAL TRACTS

EXHIBIT B

TO MEMORANDUM OF AGREEMENT

LEGAL DESCRIPTION AND/OR DEPICTION OF SELLER'S COMMERCIAL TRACTS

