

WHEREAS, the Parties have determined that it is in the best interests of their respective jurisdictions to enter into this Agreement to establish a framework for the collaborative expansion and operation of the Facilities, in accordance with the provisions of Texas Government Code, Chapter 791; and

WHEREAS, by vote on February 14, 2025, the Fort Bend County Commissioners Court authorized entering into an Interlocal Agreement with the City for the acquisition of parcels for public wastewater facilities; and

WHEREAS, the governing bodies of both the City and the County have authorized the execution of this Interlocal Agreement, as required by Texas Government Code, Chapter 791, Section (d)(1); and

WHEREAS, the purpose, terms, rights, and duties of the Parties shall be clearly stated in this Interlocal Agreement, as required by Texas Government Code, Chapter 791, Section (d)(2); and

WHEREAS, any payments made by either Party for the performance of governmental functions or services under this Agreement will be made from current revenues available to the paying Party, as required by Texas Government Code, Chapter 791, Section (d)(3).

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and pursuant to the authority granted by Texas Government Code, Chapter 791, the Parties agree as follows:

- I. COUNTY RESPONSIBILITIES:** County shall provide financial assistance to the City as follows:
 - A. Within five (5) days of the execution of this Agreement, the County shall wire \$385,674.00 (three hundred eighty-five thousand, six hundred seventy-four dollars and zero cents) to the City.
 - B. Inspections: The County will perform necessary inspections of construction work to certify the completion of work related to payment applications, and to ensure the expenditures are accurate.
 - C. The County's total financial obligation under this agreement, shall not exceed three hundred eighty-five thousand, six hundred seventy-four dollars and zero cents, regardless of the City's total project costs.

- II. CITY RESPONSIBILITIES:**
 - A. City shall be solely responsible for all actions necessary to plan, design, and execute the expansion of the Plant, including but not limited to:
 - 1. Project Management: Overseeing all aspects of the expansion project, including planning, scheduling, and budgeting.
 - 2. Land Acquisition: Identifying, acquiring, and securing all necessary land for the expansion.

3. Engineering and Design: Engaging qualified engineers to design the expanded Plant and associated infrastructure.
 4. Permitting and Regulatory Compliance: Obtaining all necessary permits and approvals from local, state, and federal agencies.
 5. Construction Management: Managing the construction of the expanded Plant, including contractor selection and oversight.
 6. Financial Management: Managing all project funds, excluding the County's reimbursement as specified below.
 7. Operational Management: Managing the operations and maintenance of the expanded Plant.
- B. City shall use all funds provided by County under this Agreement solely for the Project, as shown in the attached Exhibit A to this Agreement, (such improvements to be referred to in this Agreement as the "Project"). City is responsible for obtaining all necessary permits and approvals for the Project.
 - C. Project Timeline: The City shall provide the County with a detailed project construction timeline within 180 days of the execution of this Agreement. This timeline shall include key milestones and projected completion dates for each phase of the park project, and be mutually agreed upon by both Parties.
 - D. The City shall present a project update to the Fort Bend County Commissioners Court once annually for three (3) years following the completion of construction. This presentation will include information on the project's progress, services provided, and impact on the community.
 - E. The City is solely responsible for all project costs exceeding \$385,674.00 (three hundred eighty-five thousand, six hundred seventy-four dollars and zero cents) and agrees not to seek reimbursement from the County for any costs above this amount.
 - F. The City shall allow employees or other representatives of the County, designated by the Commissioners Court, reasonable access to the City Location to ensure that the purposes of this Agreement are being fulfilled. A designated representative of the City shall escort County representatives during their visits.

III. GENERAL PROVISIONS:

- A. City shall maintain accurate records of all project expenditures and provide them to the County of upon request.
- B. City shall be solely responsible for any and all claims, liabilities, and damages arising from the expansion of the Plant.
- C. This scope of service does not imply any operational responsibilities by the county after the expansion is completed.
- D. Upon completion of the Project, ownership of the improvements shall vest in the City.

IV. AUDIT AND REPORTING

The City shall provide the County with copies of all purchase agreements, deeds, payment receipts, appraisals, and survey data related to acquired parcels. These documents must be provided within 90 days of the final acquisition and must demonstrate expenditures meeting or

exceeding \$385,674.00. The County may audit these records. Failure to provide complete documentation may result in withheld funds.

V. RELATIONSHIP OF PARTIES

The Parties agree that in performing services specified in this agreement, that each is an independent contractor and shall have control of its work and the manner in which it is performed. Neither Party, its agents, employees, volunteer help or any other person operating under this Agreement, shall be considered an agent or employee of the other and neither shall be entitled to participate in any pension or other benefits that the other provides its employees.

VI. TERMINATION AND NOTICE

A. Termination for Default

1. County may terminate the whole or any part of this Agreement for cause if City materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not commence curing such breach or failure to County's reasonable satisfaction within a period of thirty (30) calendar days after receipt of notice from County specifying such breach or failure.
2. If, after termination, it is determined by County that for any reason whatsoever that City was not in default, or that the default was excusable, services may continue in accordance with the terms and conditions of this Agreement.

B. Return of Unused Funds Upon Early Termination. If this Agreement is terminated early, City shall remit all unused funds to County within 30 days of the effective date of termination, without demand. "Unused funds" shall mean any funds provided by the County under this Agreement that have not been demonstrably and reasonably spent by the City as of the effective date of termination, less any reasonable and documented expenses incurred by City prior to the effective date of termination and directly related to the performance of this Agreement. City shall provide documentation supporting any claimed expenses no later than [30] days following the effective date of termination.

C. Upon termination of this Agreement, County shall reimburse City for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. City's final invoice for said services will be presented to and paid by County in the same manner set forth in the Compensation section.

D. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a

City and members of the City. For Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.

- F. If required coverage is written on a claims-made basis, CITY warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Agreement; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

VIII. INDEMNIFICATION

To the extent allowed by law, CITY agrees to promptly defend, indemnify and hold County and the City harmless from and against any and all claims, demands, suits, causes of action, and judgments for (a) damages to the loss of property of any person; and/or (b) death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person, arising out of or incident to, concerning or resulting from the negligent or willful act or omissions of the CITY, its agents, officers, and or employees in the performance of this Agreement.

IX. GOVERNMENTAL IMMUNITY

It is expressly understood and agreed that in the execution of this Agreement, the Parties hereto do not intend to waive, nor shall be deemed to waive, any immunity or defense at law or in equity, that would otherwise be available to each against claims arising in the exercise of governmental powers and functions, including the defense of governmental immunity.

- X. **HUMAN TRAFFICKING. BY ACCEPTANCE OF CONTRACT, CITY ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.**

XI. MISC. PROVISIONS

- A. This Agreement contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing signed by all parties.
- B. This Agreement shall be governed by and constructed in accordance with the laws of the State of Texas.

- C. No assignment of this Agreement or of any right accrued hereunder shall be made, in whole or in part, by either party without the prior written consent of the other party. Venue shall be in Fort Bend County, Texas.
- D. The undersigned officer and/or agents of the parties hereto are the properly authorized officials of the party presented and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary approvals have been duly passed and approved and are now in full force and effect.
- E. The parties to this Agreement do not intend by this Agreement that any specific third party may obtain a right by virtue of the execution of performance of this Agreement.
- F. In the event that any one or more of the terms, provisions or conditions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other terms, provisions or conditions; and the Agreement shall be construed as if such invalid, illegal, or unenforceable term, provision or condition had never been contained in it.

XII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, understandings, and agreements, whether written or oral.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 12th day of MAY, 2025.

FORT BEND COUNTY:

Attest:

 KP George
 County Judge

 Laura Richard, County Clerk

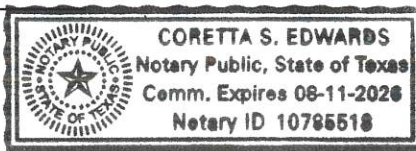
Date: _____

CITY OF ARCOLA

Attest:

Coretta S. Edwards

Date: 5/12/2025



State of Texas County of Fort Bend
 Sworn to and subscribed before me this 12
 day of May, 2025
Coretta S. Edwards Notary Public

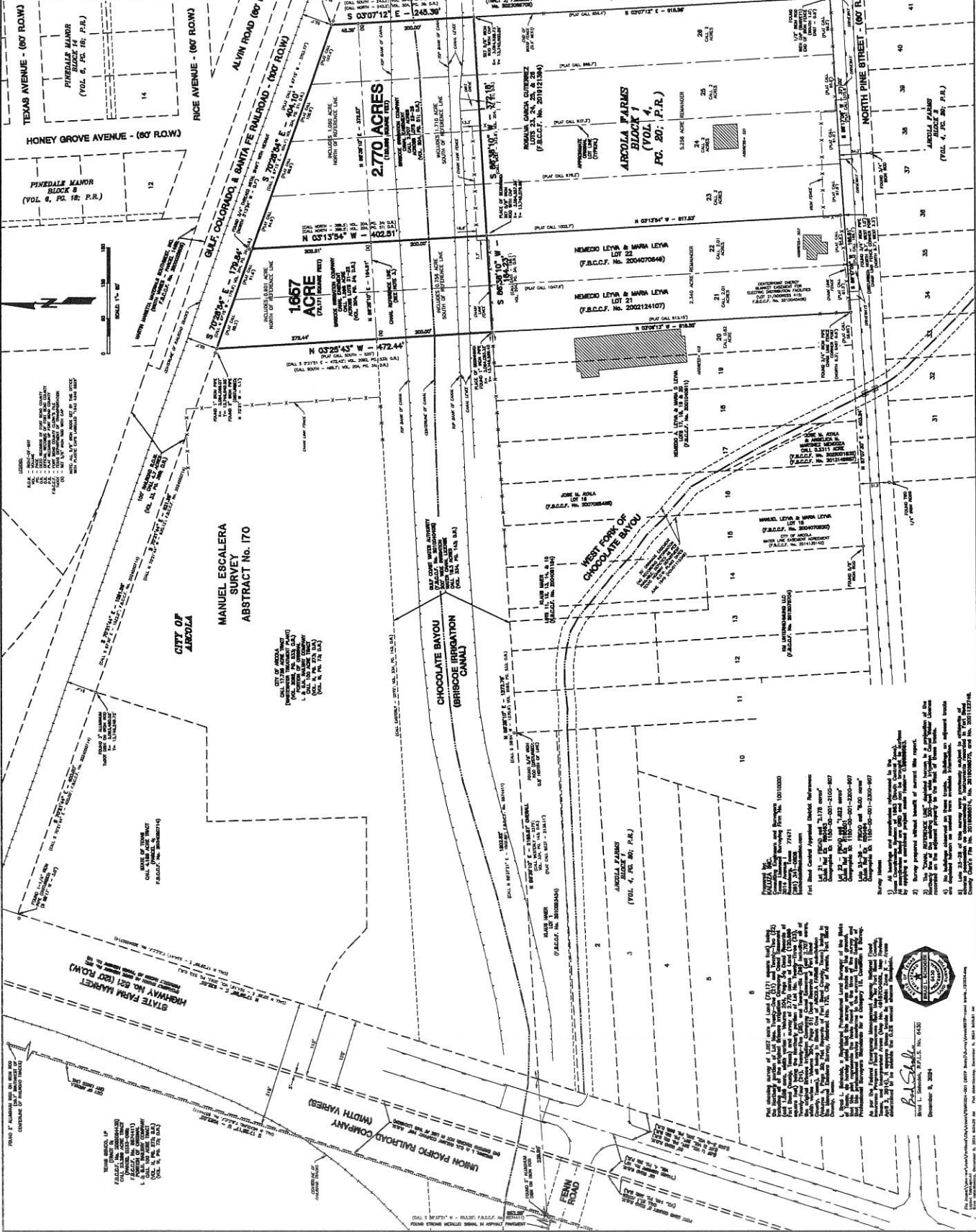
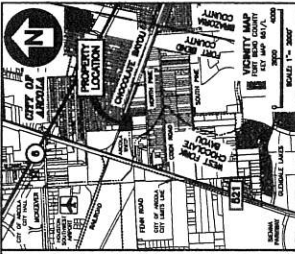
AUDITOR'S CERTIFICATE

I hereby certify that funds are available from current revenues legally available in the amount of \$_____ to accomplish and pay the obligation of Fort Bend County under this Interlocal Agreement.

Ed Sturdivant, Fort Bend County Auditor

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Exhibit A



MANUEL ESCALERA SURVEY ABSTRACT No. 170

2.770 ACRES
(UNIMPROVED)

1.667 ACRE
(UNIMPROVED)

ARCOLA FARMS BLOCK 1
(VOL. 4, PG. 20, P.R.)

ARCOLA FARMS BLOCK 2
(VOL. 4, PG. 20, P.R.)

ARCOLA FARMS BLOCK 3
(VOL. 4, PG. 20, P.R.)

ARCOLA FARMS BLOCK 4
(VOL. 4, PG. 20, P.R.)

ARCOLA FARMS BLOCK 5
(VOL. 4, PG. 20, P.R.)

ARCOLA FARMS BLOCK 6
(VOL. 4, PG. 20, P.R.)

ARCOLA FARMS BLOCK 7
(VOL. 4, PG. 20, P.R.)

ARCOLA FARMS BLOCK 8
(VOL. 4, PG. 20, P.R.)

ARCOLA FARMS
The survey shows a tract of land (72.17 acres) known as the Arroyo Farms, located in the County of Santa Fe, State of New Mexico, and is more particularly described as follows: ...

ARCOLA FARMS
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Manuel Escalera
Surveyor
State of New Mexico

ARCOLA FARMS
The survey shows a tract of land (72.17 acres) known as the Arroyo Farms, located in the County of Santa Fe, State of New Mexico, and is more particularly described as follows: ...

KALUZA INC

Consulting Engineers & Surveyors

Engineering Firm No. F-1339 | Surveying Firm No. 10010000

3014 Avenue I, Rosenberg, Texas 77471

(281) 341-0808 ■ FAX (281) 341-6333

December 9, 2024

A FIELD NOTE DESCRIPTION of 1.657 acre of Land (72,171 square feet) being the Northerly portion of Lot Nos. Twenty-One (21; Fort Bend County Clerk's File No. 2002124107) and Twenty-Two (22; Fort Bend County Clerk's File No. 2004070649) including all of the original Briscoe Irrigation Company call 1.598 acre Canal Easement (width varies - Volume 204, Page 34; Deed Records of Fort Bend County, Texas), all being in Block One of ARCOLA FARMS subdivision (Volume 4, Page 20; Plat Records of Fort Bend County, Texas) being in the Manuel Escalera Survey, Abstract No. 170, City of Arcola, Fort Bend County, Texas. The bearing basis for this description is referenced to the Texas Coordinates System of 1983 (South Central Zone) and was determined by Global Positioning System methods.

BEGINNING at a one-inch inside diameter iron pipe found for the Northeast corner of Lot No. 20 of Block One of said ARCOLA FARMS subdivision and for the Southwest corner of said call 1.598 acre Canal Easement; Said corner being in the West line of said Lot 21, bears North 3 degrees, 6 minutes, 13 seconds West – 618.55 feet from a three-quarter inch inside diameter iron pipe found for the Southwest corner of said Lot 21 and for the Southeast corner of said Lot 20 in the Northerly right-of-way line of North Pine Street as occupied on the ground (plat call 60 feet wide); Said corner being the Southeast corner of the City of Arcola call 17.725 acre tract (Volume 2092, Page 533; Official Records of Fort Bend County, Texas), being the Southeast corner of an original International and Great Northern Railway Company call 100 acre tract (Volume N, Page 273; Deed Records of Fort Bend County, Texas), and being the Southeast corner of the Gulf Coast Water Authority (Fort Bend County Clerk's File No. 2010040408) call 18.30 acre Irrigation Canal Water License (200-feet wide – Volume 334, Page 143; Deed Records of Fort Bend County, Texas); Said corner bears North 86 degrees, 38 minutes, 10 seconds East – 1502.62 feet along the Southerly line of said call 18.3 acre Irrigation Canal Water License from a two-inch diameter aluminum disk set on iron rod found for the Southeast corner of a call 23.289 acre tract (Parcel D333-002; Fort Bend County Clerk's File No. 9574411) in the Westerly right-of-way line of the International and Great Northern Railway Company railroad right-of-way (95 feet wide at this point; original call 100 feet wide) along the West side of State Farm Market Highway No. 521 (120 feet wide) and bears North 86 degrees, 38 minutes, 10 seconds East - 2155.87 feet from a strong metallic signal in asphalt pavement for Fenn Road found for the Southwest corner of said original call 100 acre tract, for the Southwest corner of said call 23.289 acre tract, and for the Southwest corner of said call 18.3 acre Irrigation Canal Water License; Said beginning corner being the Southwest corner of this 1.657 acre tract;

THENCE; North 3 degrees, 25 minutes, 43 seconds West, at 200.00 feet pass a 5/8 inch diameter iron rod with plastic cap (labelled "1943 4349 5829", typical) set for reference in the Northeasterly corner of said call 18.3 acre Irrigation Canal Water License, in all 472.44 feet along the Westerly line of said Lot 21 being the Westerly line of said call 1.598 acre Canal Easement with the Easterly line of said call 17.725 acre tract to a one-inch inside diameter iron pipe found for the Northwest corner of this tract; Said corner being the Northwest corner of said Lot 21, being the Northwest corner of said call 1.598 acre Canal Easement, and being the Northeast corner of said call 17.725 acre tract; Said corner being in the Southerly right-of-way line of the Gulf,

Colorado, and Santa Fe Railroad Company (G.C. & S.F.) 100-foot wide railroad right-of-way (Volume 33, Page 386; Deed Records of Fort Bend County, Texas), bears South 70 degrees, 21 minutes, 44 seconds East – 1.1 foot from a two-inch inside diameter iron pipe (disturbed) found for reference and bears South 70 degrees, 21 minutes, 44 seconds East – 621.26 feet along the Northerly line of said call 17.725 acre tract from a three-inch diameter State of Texas Department of Transportation aluminum disk on iron rod found for the Northeast corner of a call 4.186 acre tract (Parcel 4; Fort Bend County Clerk's File No. 2024050714);

THENCE; South 70 degrees, 28 minutes, 54 seconds East, at 88.3 feet, more or less, pass a point for the Northeast corner of said Lot No. 21 and for the Northwest corner of said Lot 22, in all 179.84 feet along the Southerly line of said G.C. & S.F. Railroad Company right-of-way as occupied on the ground along a line being 52.7 feet perpendicular distance Southwesterly of and parallel to the centerline of the existing railroad tracks to a point for the Northeast corner of this tract; Said corner being the Northeast corner of said Lot 22, being the Northeast corner of said call 1.598 acre Canal Easement, being the Northwest corner of Lot No. 23 of Block One of said ARCOLA FARMS subdivision, and being the Northwest corner of a call 2.707 acre Canal Easement (Volume 204, Page 51; Deed Records of Fort Bend County, Texas); Said corner bears South 3 degrees, 13 minutes, 54 seconds East – 0.7 foot from a three-quarter inch diameter threaded metal shaft with hexnut found for reference;

THENCE; South 3 degrees, 13 minutes, 54 seconds East, at 202.51 feet pass a 5/8 inch diameter iron rod with plastic cap set for reference, in all 402.51 feet along the Easterly line of said Lot 22 with the Westerly line of said Lot 23 to a 5/8 inch diameter iron rod with plastic cap set for the Southeast corner of this tract; Said corner being the Southeast corner of said call 1.598 acre Canal Easement and being the Southwest corner of said call 2.707 acre Canal Easement;

THENCE; South 86 degrees, 38 minutes, 10 seconds West – 164.23 feet crossing said Lot 22 and then crossing said Lot 21 along the Southerly line of said call 1.598 acre Canal Easement to the **PLACE OF BEGINNING** and containing 1.657 acre of Land.

Brad L. Schodek, R.P.L.S. No. 6430

This description prepared in conjunction with
survey by this office of even date.

KALUZA INC

Consulting Engineers & Surveyors

Engineering Firm No. F-1339 | Surveying Firm No. 10010000

3014 Avenue I, Rosenberg, Texas 77471

(281) 341-0808 ■ FAX (281) 341-6333

December 9, 2024

A FIELD NOTE DESCRIPTION of 2.770 acres of Land (120,666 square feet) being the Northerly portion of Lot Nos. Twenty-Three, Twenty-Four, Twenty-Five, and Twenty-Six (23, 24, 25, and 26; Fort Bend County Clerk's File No. 2019121394) including all of the original Briscoe Irrigation Company call 2.707 acre Canal Easement (width varies - Volume 204, Page 51; Deed Records of Fort Bend County, Texas), all being in Block One of ARCOLA FARMS subdivision (Volume 4, Page 20; Plat Records of Fort Bend County, Texas) being in the Manuel Escalera Survey, Abstract No. 170, City of Arcola, Fort Bend County, Texas. The bearing basis for this description is referenced to the Texas Coordinates System of 1983 (South Central Zone) and was determined by Global Positioning System methods.

FOR CONNECTION, begin at a one-inch inside diameter iron pipe found for the Northeast corner of Lot No. 20 in the West line of Lot No. 21 of Block One of said ARCOLA FARMS subdivision and for the Southwest corner of a call 1.598 acre Canal Easement (Volume 204, Page 34; Deed Records of Fort Bend County, Texas); Said corner bears North 3 degrees, 6 minutes, 13 seconds West – 618.55 feet from a three-quarter inch inside diameter iron pipe found for the Southwest corner of said Lot 21 and for the Southeast corner of said Lot 20 in the Northerly right-of-way line of North Pine Street as occupied on the ground (plat call 60 feet wide); Said corner being the Southeast corner of the City of Arcola call 17.725 acre tract (Volume 2092, Page 533; Official Records of Fort Bend County, Texas), being the Southeast corner of an original International and Great Northern Railway Company call 100 acre tract (Volume N, Page 273; Deed Records of Fort Bend County, Texas), and being the Southeast corner of the Gulf Coast Water Authority (Fort Bend County Clerk's File No. 2010040408) call 18.3 acre Irrigation Canal Water License (200-foot wide – Volume 334, Page 143; Deed Records of Fort Bend County, Texas); Said corner bears North 86 degrees, 38 minutes, 10 seconds East – 1502.62 feet along the Southerly line of said call 18.3 acre Irrigation Canal Water License from a two-inch diameter aluminum disk set on iron rod found for the Southeast corner of a call 23.289 acre tract (Parcel D333-002; Fort Bend County Clerk's File No. 9574411) in the Westerly right-of-way line of the International and Great Northern Railway Company railroad right-of-way (95 feet wide at this point; original call 100 feet wide) along the West side of State Farm Market Highway No. 521 (120 feet wide) and bears North 86 degrees, 38 minutes, 10 seconds East - 2155.87 feet from a strong metallic signal in asphalt pavement for Fenn Road found for the Southwest corner of said original call 100 acre tract, for the Southwest corner of said call 23.289 acre tract, and for the Southwest corner of said call 18.3 acre Irrigation Canal Water License; **THENCE**; North 86 degrees, 38 minutes, 10 seconds East – 164.23 feet crossing said Lot 21 and then crossing Lot No. 22 of Block One of said ARCOLA FARMS subdivision to a 5/8 inch diameter iron rod with plastic cap (labelled "1943 4349 5829", typical) set for the Southeast corner of said call 1.598 acre Canal Easement in the East line of said Lot 22; Said corner being in the West line of said Lot 23, being the Southwest corner of said call 2.707 acre Canal Easement, and being the Southwest corner of and **PLACE OF BEGINNING** for this 2.770 acre tract of Land;

THENCE; North 3 degrees, 13 minutes, 54 seconds West, at 200.00 feet pass a 5/8 inch diameter iron rod with plastic cap set for reference, in all 402.51 feet along the Westerly line of said Lot 23 being the Westerly line of said call 2.707 acre Canal Easement with the Easterly line of said Lot 22 to a point for the Northwest corner of this tract; Said corner being the Northwest corner of said Lot 23, being the Northwest corner of said call 2.707 acre Canal Easement, being the Northeast corner of said Lot 22, and being the Northeast corner of said call 1.598 acre Canal Easement; Said corner bears South 3 degrees, 13 minutes, 54 seconds East – 0.7 foot from a three-quarter inch diameter threaded metal shaft with hexnut found for reference; Said corner being in the Southerly right-of-way line of the Gulf, Colorado, and Santa Fe Railroad Company (G.C. & S.F.) 100-foot wide railroad right-of-way (Volume 33, Page 386; Deed Records of Fort Bend County, Texas), bears South 70 degrees, 28 minutes, 54 seconds East – 179.84 feet from a one-inch inside diameter iron pipe found for the Northwest corner of said Lot 21, for the Northwest corner of said call 1.598 acre Canal Easement, and for the Northeast corner of said call 17.725 acre tract;

THENCE; South 70 degrees, 28 minutes, 54 seconds East – 404.10 feet along the Northerly lines of said Lot 23, Lot 24, Lot 25, and Lot 26 with the Southerly line of said G.C. & S.F. Railroad Company right-of-way as occupied on the ground along a line being 52.7 feet perpendicular distance Southwesterly of and parallel to the centerline of the existing railroad tracks to a 5/8 inch diameter iron rod with plastic cap set for the Northeast corner of this tract; Said corner being the Northeast corner of said Lot 26, being the Northeast corner of said call 2.707 acre Canal Easement, being the Northwest corner of Lot 27 of Block One of said ARCOLA FARMS subdivision, and being the Northwest corner of a call 1.712 acre Canal Easement (Volume 204, Page 36; Deed Records of Fort Bend County, Texas); Said corner bears North 63 degrees, 30 minutes West – 5.7 feet from a one-half inch diameter iron rod with plastic cap (Survey1) found for reference;

THENCE; South 3 degrees, 7 minutes, 12 seconds East, at 45.39 feet pass a 5/8 inch diameter iron rod with plastic cap set for reference, in all 245.39 feet along the Easterly line of said Lot 26 with the Westerly line of said Lot 27 to a 5/8 inch diameter iron rod with plastic cap set for the Southeast corner of this tract; Said corner being the Southeast corner of said call 2.707 acre Canal Easement and being the Southwest corner of said call 1.712 acre Canal Easement; Said corner bears North 3 degrees, 7 minutes, 12 seconds West – 615.26 feet from a one-half inch diameter iron rod with plastic cap (Survey1) found for the Southeast corner of said Lot 26 and for the Southwest corner of said Lot 27 in the Northerly right-of-way line of said North Pine Street as occupied on the ground;

THENCE; South 86 degrees, 38 minutes, 10 seconds West – 372.18 feet crossing said Lot 26, Lot 25, Lot 24, and then crossing said Lot 23 along the Southerly line of said call 2.707 acre Canal Easement to the **PLACE OF BEGINNING** and containing 2.770 acres of Land.

Brad L. Schodek, R.P.L.S. No. 6430

This description prepared in conjunction with
survey by this office of even date.