

**FIRST AMENDMENT TO THE
DEVELOPMENT AGREEMENT FOR THE PALOMINO DEVELOPMENT**

THIS FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE PALOMINO DEVELOPMENT (the “First Amendment”) is dated effective this ____ day of _____, 2021 and is entered into between THE CITY OF MANOR, TEXAS, a Texas home-rule municipal corporation (the “City”); CONTINENTAL HOMES OF TEXAS, L.P., a Texas limited partnership (“Continental”); EDWARD WOLF, individually; EDWARD WOLF, as Independent Executor of the Estate of Geraldine Wolf, Deceased; and ED WOLF, Trustee of all of the Trusts under the Last Will and Testament of Mitchell Wolf, Deceased, dated October 5, 2000 (collectively, “Wolf”, and Wolf, collectively with Continental and each individually, the “Developer”). The City and the Developer are sometimes referred to herein as the “Parties.”

RECITALS:

A. The City, Continental and Wolf entered into that certain Development Agreement for the Palomino Development dated _____, (the “Development Agreement”).

B. The Parties desire to amend the Development Agreement to, among other things, update exhibits to reflect the correct acreage for the Continental Residential Property and the Wolf Commercial Property; provide updated residential development standards for the Property; and update provisions to reflect recent legislative requirements.

AGREEMENT:

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

1. Incorporation of Recitals. The recitals set forth above are incorporated herein and made a part of this First Amendment to the same extent as if set forth herein in full.
2. Capitalized Terms. All capitalized terms in this First Amendment shall have the same meanings as in the Development Agreement unless expressly provided otherwise herein.
3. Purpose; Consideration. Subsection 1.(a) is hereby deleted in its entirety and replaced with the following:

“(a) Wolf owns that certain 50.431 acre tract of land located in Travis County, Texas, being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (the “Property”). Wolf owns and Continental has contracted to purchase from Wolf that certain 42.933 acre tract out of the Property located in Travis County, Texas, being more particularly described in **Exhibit B** attached hereto and incorporated herein for all purposes (the “Continental Residential Property”). Wolf owns and shall retain ownership of the two tracts of land located in Travis County, Texas out of the Property, being: (i) a 4.406 acre tract of land more particularly described in **Exhibit C-1** attached hereto and incorporated herein for all purposes, and (ii) a 3.001 acre tract of land more particularly described in **Exhibit C-2**

attached hereto and incorporated herein for all purposes (collectively, the “Wolf Commercial Property”).”

4. Development Standards. Subsection 3.(a) is hereby deleted in its entirety and replaced with the following:

“(a) **Residential Development Requirements and Variance.** The exterior wall standards set forth in this section shall apply to the residential structures located on the Property. At least seventy percent (70%) minimum of the exterior façade of the front elevations, and sixty percent (60%) minimum combined on all elevations, of each residential structure shall be constructed of clay brick, natural stone, cultured stone, cast stone, stucco or natural stone panels or similar material (but excluding cementitious planking) approved by the Development Services Director (“Residential Masonry”), exclusive of roofs, eaves, soffits, windows, balconies, gables, doors, and trim work. For every additional ten percent (10%) of total exterior façade area of a residential structure that is constructed of Residential Masonry, above the required minimum of 60%, the size of such residential structure may be reduced by 100 square feet from the otherwise required residential structure size, up to a maximum reduction of 500 square feet.”

5. Exhibit B. Exhibit B to the Development Agreement is hereby deleted in its entirety and replaced with **Exhibit B** attached hereto.

6. Exhibit C-1. Exhibit C-1 to the Development Agreement is hereby deleted in its entirety and replaced with **Exhibit C-1** attached hereto.

7. Section 23. is hereby added to the Development Agreement and shall read as follows:

“Section 23. Compliance with SB 13, and SB 19.

(a) **No Discrimination Against Fossil-Fuel Companies.** To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (i) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (ii) does business with a company described by (i) above.

(b) **No Discrimination Against Firearm Entities and Firearm Trade Associations.** To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, ‘discriminate against a firearm entity or firearm trade association’ (i) means, with respect to the firearm entity or firearm trade association, to (A) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (B) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (C) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (ii) does not include (A) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (B) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (1) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (2) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association. As used in the foregoing verification, (i) ‘firearm entity’ means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (ii) ‘firearm trade association’ means a person, corporation, unincorporated association, federation, business league, or business organization that (A) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (B) has two or more firearm entities as members, and (C) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

8. Ratification of Agreement/Conflict. All terms and conditions of the Development Agreement are hereby ratified and affirmed, as modified by this First Amendment. To the extent there is any inconsistency between the Development Agreement and this First Amendment, the provisions of this First Amendment shall control.

9. No Waiver. No Party's execution of this First Amendment shall (a) constitute a waiver of any of its rights and remedies under the Development Agreement or at law with respect to any other Party's obligations under the Development Agreement or (b) be construed as a bar to any subsequent enforcement of any of its rights or remedies against any other Party.

10. Governing Law. This First Amendment shall be construed and enforced in accordance with the laws of the State of Texas.

11. Entire Agreement; Binding Effect. This First Amendment sets forth the entire understanding of the Parties and supersedes all prior agreements and understandings, whether written or oral, with respect to the subject matter hereof. The Parties hereto agree and understand that this First Amendment shall be binding on them and their successors and permitted assigns.

12. Counterparts. This First Amendment may be executed in multiple counterparts, each of which will be deemed an original, and all of which will constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to be effective as of the date first written above.

[SIGNATURE PAGES FOLLOW]

**COUNTERPART SIGNATURE PAGE TO
FIRST AMENDMENT TO DEVELOPMENT AGREEMENT FOR THE
PALOMINO DEVELOPMENT**

CITY:

CITY OF MANOR, TEXAS, a Texas home-rule
municipal corporation

By: _____
_____, Mayor

Attest:

By: _____
Lluvia T. Almaraz, City Secretary

Approved as to form:

By: _____
Veronica Rivera, Assistant City Attorney

STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

This instrument was acknowledged before me on the ____ day of _____,
2021, by _____, Mayor of THE CITY OF MANOR, TEXAS, a Texas
home-rule municipal corporation, on behalf of said municipal corporation.

[S E A L]

Notary Public, State of Texas

**COUNTERPART SIGNATURE PAGE TO
FIRST AMENDMENT TO DEVELOPMENT AGREEMENT FOR THE
PALOMINO DEVELOPMENT**

DEVELOPER - CONTINENTAL:

CONTINENTAL HOMES OF TEXAS, L.P.,
a Texas limited partnership

By: CHTEX of Texas, Inc.,
a Delaware corporation,
its General Partner

By: _____
Name: _____
Title: _____

STATE OF TEXAS

COUNTY OF _____

§
§
§

This instrument was acknowledged before me on the _____ day of _____, 2021, by _____, _____ of CHTEX of Texas, Inc., a Delaware corporation, General Partner of Continental Homes of Texas, L.P., a Texas limited partnership, on behalf of said corporation and said limited partnership.

[S E A L]

Notary Public, State of Texas

**COUNTERPART SIGNATURE PAGE TO
FIRST AMENDMENT TO DEVELOPMENT AGREEMENT FOR THE
PALOMINO DEVELOPMENT**

DEVELOPER – WOLF:

Edward Wolf

Edward Wolf, Independent Executor of the
Estate of Geraldine Wolf, Deceased

Ed Wolf, Trustee of all of the Trusts under
The Last Will and Testament of
Mitchell Wolf, Deceased,
dated October 5, 2000

STATE OF TEXAS

COUNTY OF _____

§
§
§

This instrument was acknowledged before me on the _____ day of _____,
2021, by Edward Wolf, individually.

[S E A L]

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2021, by by Edward Wolf, Independent Executor of the Estate of Geraldine Wolf, Deceased.

[S E A L]

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2021, by Ed Wolf, Trustee of all of the Trusts under the Last Will and Testament of Mitchell Wolf, Deceased, dated October 5, 2000.

[S E A L]

Notary Public, State of Texas

Exhibit B

EXHIBIT B

MANOR WOLF TWO FAMILY
42.933 ACRES

ZONING METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 42.933 ACRE TRACT OF LAND OUT OF THE GREENBERRY GATES SURVEY NO. 63 OF TRAVIS COUNTY, TEXAS; BEING A PORTION OF A CALLED 50.36 ACRE TRACT OF LAND AS CONVEYED TO EDWARD M. WOLF BY GIFT DEEDS RECORDED IN DOCUMENT NUMBERS 2002135962, 2005081012 AND 2005081013 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND AS CONVEYED TO ED WOLF, INDEPENDENT EXECUTOR OF THE ESTATE OF MICHELL WOLF BY ORDER PROBATING WILL AND AUTHORIZING LETTERS TESTAMENTARY IN CAUSE NO. 7037 IN THE COUNTY COURT OF FALLS COUNTY, TEXAS, AND RECORDED IN DOCUMENT NUMBER 2007059859 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, ALSO AS DESCRIBED BY INSTRUMENT RECORDED IN VOLUME 2695, PAGE 222 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 42.933 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING for **POINT OF REFERENCE** at a TXDOT Type II Brass Disk Monument set in concrete stamped "STA 41+821.455-31.530 LT" found on the east right-of-way line of F.M. 973 (width varies) as referenced by Deeds recorded in Document Numbers 2000000355, 2000002469 and 2000018956 of the Official Public Records of Travis County, Texas, at the west end of the cutback to the south right-of-way line of Johnson Road (width varies, no deed of record found), at the most westerly northwest corner of the W. D. MORROW ADD., a subdivision recorded in Volume 75, Page 10 recorded in the Plat Records of Travis County, Texas, from which a found TXDOT Type I Concrete Monument bears S 27°11'34" W a distance of 365.57 feet; Thence, with the east right-of-way line of said F.M. 937 and over and across the right-of-way of said Johnson Road, N 27°31'37" E a distance of 58.22 feet to a TXDOT Type II Brass Disk set in concrete stamped "STA 41+803.978-31.459 LT" found at the southwest corner of the above described Wolf 50.36 acre tract, for the southwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, continuing with the east right-of-way line of said F.M. 973 and the west line of said Wolf 50.36 acre tract, N 27°08'59" E a distance of 364.60 feet to a calculated point for an exterior corner of the herein described tract;

THENCE, over and across said Wolf 50.36 acre tract, S 62°51'01" E a distance of 341.17 feet to a calculated point for an interior corner of the herein described tract;

THENCE, continuing over and across said Wolf 50.36 acre tract, N 27°08'59" E a distance of 403.42 feet to a calculated point for an interior corner of the herein described tract;

THENCE, continuing over and across said Wolf 50.36 acre tract, N 72°51'01" W a distance of 102.46 feet to a calculated point of curvature of a curve to the right;

THENCE, continuing over and across said Wolf 50.36 acre tract, along said curve to the right, an arc distance of 57.94 feet, having a radius of 332.00 feet, a central angle of 10°00'00" and a chord which bears N 67°51'01" W a distance of 57.87 feet to a calculated point of tangency;

THENCE, continuing over and across said Wolf 50.36 acre tract, N 62°51'01" W a distance of 132.01 feet to a calculated point of curvature of a curve to the left;

THENCE, continuing over and across said Wolf 50.36 acre tract, along said curve to the left, an arc distance of 78.29 feet, having a radius of 50.00 feet, a central angle of 89°42'39" and a chord which bears S 72°17'40" W a distance of 70.53 feet to a calculated point on the east right-of-way line of said F.M. 973 for an exterior corner of the herein described tract;

THENCE, with the east right-of-way line of said F.M. 973 and the west line of said Wolf 50.36 acre tract, N 27°26'20" E a distance of 164.00 feet to a calculated point of curvature of a curve to the left;

THENCE, over and across said Wolf 50.36 acre tract, along said curve to the left, an arc distance of 78.79 feet, having a radius of 50.00 feet, a central angle of 90°17'21" and a chord which bears S 17°42'20" E a distance of 70.89 feet to a calculated point of tangency;

THENCE, continuing over and across said Wolf 50.36 acre tract, S 62°51'01" E a distance of 131.18 feet to a calculated point for a point of curvature of a curve to the left;

THENCE, continuing over and across said Wolf 50.36 acre tract, along said curve to the left, an arc distance of 46.77 feet, having a radius of 268.00 feet, a central angle of 10°00'00" and a chord which bears S 67°51'01" E a distance of 46.72 feet to a calculated point of tangency;

THENCE, continuing over and across said Wolf 50.36 acre tract, S 72°51'01" E a distance of 98.51 feet to a calculated point for an interior corner of the herein described tract;

THENCE, continuing over and across said Wolf 50.36 acre tract, N 27°08'59" E a distance of 578.26 feet to a calculated point for an interior corner of the herein described tract;

THENCE, continuing over and across said Wolf 50.36 acre tract, N 62°51'01" W a distance of 297.09 feet to a calculated point for a point of curvature of a curve to the left;

THENCE, continuing over and across said Wolf 50.36 acre tract, along said curve to the left, an arc distance of 39.14 feet, having a radius of 25.00 feet, a central angle of 89°42'39" and a chord which bears S 72°17'40" W a distance of 35.27 feet to a calculated point of tangency on the east right-of-way line of said F.M. 973 for an exterior corner of the herein described tract;

THENCE, with the east right-of-way line of said F.M. 973 and the west line of said Wolf 50.36 acre tract, N 27°26'20" E a distance of 932.12 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the intersection of the east right-of-way line of said F.M. 973 and the south right-of-way line of Arnhamn Lane (width varies, no deed of record found), at the northwest corner of said Wolf 50.36 acre tract, for the northwest corner of the herein described tract, from which a TXDOT Type II Brass Disk Monument set in concrete stamped "STA 41+082.619-31.694 LT" found at the intersection of the east right-of-way line of said F.M. 973 and the north right-of-way line of said Arnhamn Lane and at the southwest corner of a called 2.899 acre tract of land described as Tract One as conveyed to John Keer and Sandy Keer by General Warranty Deed recorded in Document Number 2009185727 of the Official Public Records of Travis County, Texas, bears N 27°26'20" E a distance of 50.00 feet;

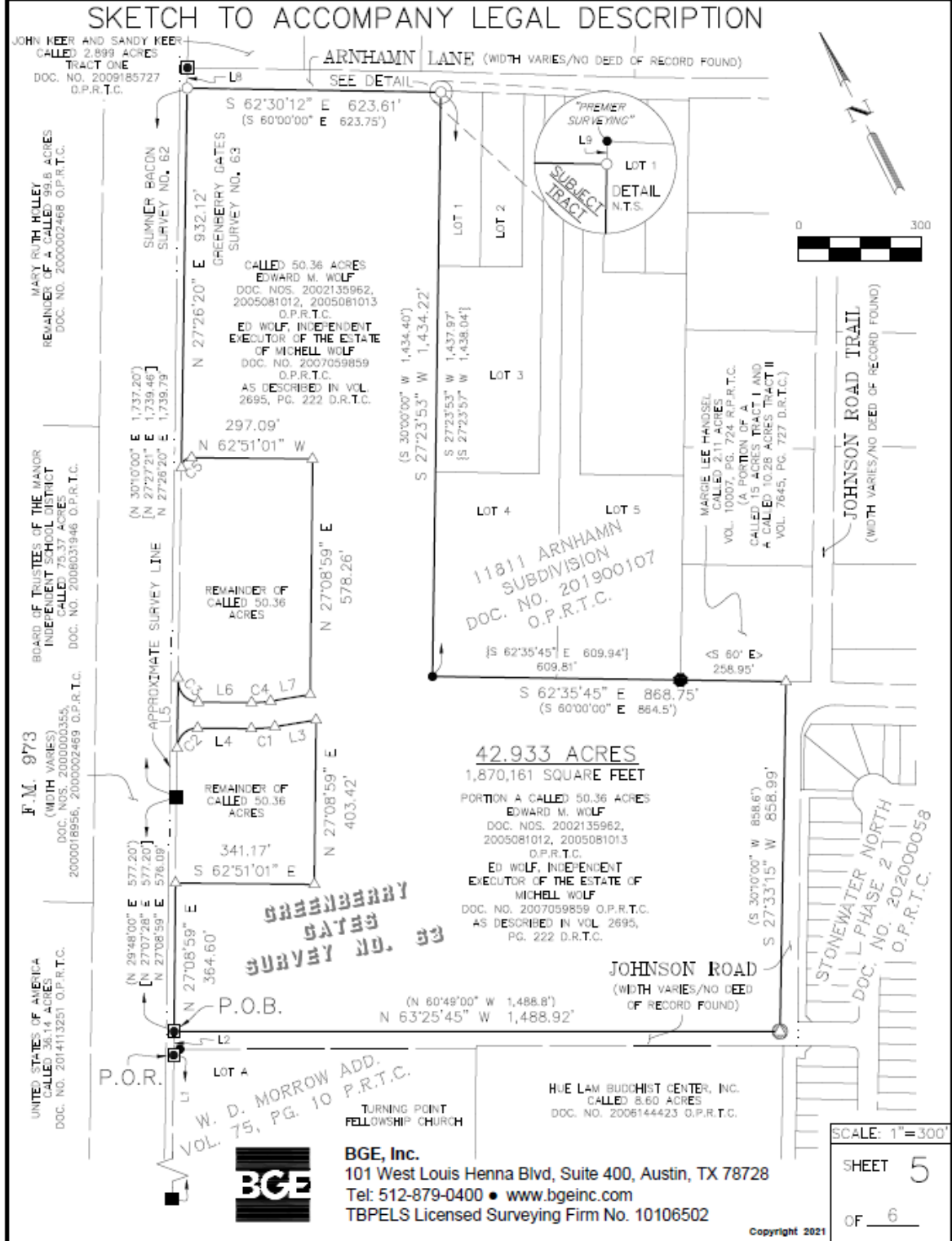
THENCE, with the south right-of-way line of said Arnhamn Lane and the north line of said Wolf 50.36 acre tract, S 62°30'12" E a distance of 623.61 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set on the west line of 11811 ARNHAMN SUBDIVISION, a subdivision recorded in Document Number 201900107 of the Official Public Records of Travis County, Texas, at the most northerly northeast corner of said Wolf 50.36 acre tract, for the most northerly northeast corner of the herein described tract, from which a 1/2-inch iron rod with cap stamped "Premier Surveying" found at the northwest corner of said 11811 ARNHAMN SUBDIVISION, bears N 27°23'53" E a distance of 3.76 feet;

THENCE, with an east line of said Wolf 50.36 acre tract and the west line of said 11811 ARNHAMN SUBDIVISION, S 27°23'53" W a distance of 1,434.22 feet to a 5/8-inch iron rod with cap stamped "Spot On Surveying" found at the southwest corner of said 11811 ARNHAMN SUBDIVISION, at an interior corner of said Wolf 50.36 acre tract, for an interior corner of the herein described tract;

THENCE, with a north line of said Wolf 50.36 acre tract, and partly with the south line of said 11811 ARNHAMN SUBDIVISION and partly with the south line of a called 2.11 acre tract of land as conveyed to Margie Lee Handsel by Warranty Deed recorded in Volume 10007, Page 724 of the Real Property Records of Travis County, Texas, S 62°35'45" E, pass a leaning Axle found at the common south corner of said 11811 ARNHAMN SUBDIVISION and said Handsel 2.11 acre tract, at a distance of 609.81 feet, and continuing on for a total distance of 868.75 feet to calculated point on the west right-of-way line of said Johnson Road, at the most easterly northeast corner of said Wolf 50.36 acre tract, for the most easterly northeast corner of the herein described tract;

THENCE, with the west right-of-way line of said Johnson Road and the east line of said Wolf 50.36 acre tract, S 27°33'15" W a distance of 858.99 feet to a MAG Nail with washer stamped "BGE Inc" set in asphalt at the intersection of the west right-of-way line of said Johnson Road with the north right-of-way line of said Johnson Road, at the southeast corner of said Wolf 50.36 acre tract, for the southeast corner of the herein described tract;

DRAFT



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 27°11'34" W	365.57'
	[S 27°07'28" W]	[365.34']
	((S 30°00' W))	((364.70'))
L2	N 27°31'37" E	58.22'
	[N 27°07'28" E]	[57.34']
L3	N 72°51'01" W	102.46'
L4	N 62°51'01" W	132.01'
L5	N 27°26'20" E	164.00'
L6	S 62°51'01" E	131.18'
L7	S 72°51'01" E	98.51'
L8	N 27°26'20" E	50.00'
L9	N 27°23'53" E	3.76'

LEGEND

- DOC. DOCUMENT
- D.R.T.C. DEED RECORDS OF TRAVIS COUNTY
- NO. NUMBER
- NOS. NUMBERS
- O.P.R.T.C. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY
- PG. PAGE
- P.O.B. POINT OF BEGINNING
- P.R.T.C. PLAT RECORDS OF TRAVIS COUNTY
- R.P.R.T.C. REAL PROPERTY RECORDS OF TRAVIS COUNTY
- VOL. VOLUME
- () RECORD INFORMATION FOR DOC. NOS.
2002135962, 2005081012, 2005081013 O.P.R.T.C
- [] RECORD INFORMATION FOR A TXDOT R.O.W.
MAP OF F.M. 973 CSJ NO. 1200-02-020
- { } RECORD INFORMATION FOR DOC. NO. 201900107 P.R.T.C.
- < > RECORD INFORMATION FOR VOL. 7645, PG. 727 D.R.T.C.
- (()) RECORD INFORMATION FOR VOL. 75, PG. 10 P.R.T.C.
- FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
- FOUND AXLE
- FOUND TXDOT TYPE I CONC. MONUMENT
- FOUND TXDOT TYPE II BRASS MONUMENT
- △ CALCULATED POINT
- SET 1/2" IRON ROD W/ "BGE INC" CAP
- ⊗ SET MAG NAIL W/ "BGE INC" WASHER

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	57.94'	332.00'	10°00'00"	N 67°51'01" W	57.87'
C2	78.29'	50.00'	89°42'39"	S 72°17'40" W	70.53'
C3	78.79'	50.00'	90°17'21"	S 17°42'20" E	70.89'
C4	46.77'	268.00'	10°00'00"	S 67°51'01" E	46.72'
C5	39.14'	25.00'	89°42'39"	S 72°17'40" W	35.27'

BEARING BASIS NOTE:

BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. ALL DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY USING THE COMBINED SCALE FACTOR = 1.0000832696



Jonathan O. Nobles
 JONATHAN O. NOBLES RPLS NO. 5777
 BGE, INC.
 101 W. LOUIS HENNA BLVD., SUITE 400
 AUSTIN, TEXAS 78728
 TELEPHONE: (512) 879-0400



BGE, Inc.
 101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
 Tel: 512-879-0400 • www.bgeinc.com
 TBPELS Licensed Surveying Firm No. 10106502

SCALE: 1"=300'

SHEET 6

OF 6

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Exhibit C-1

EXHIBIT C-1

MANOR WOLF COMMERCIAL NORTH
4.406 ACRES

ZONING METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 4.406 ACRE TRACT OF LAND OUT OF THE GREENBERRY GATES SURVEY NO. 63 OF TRAVIS COUNTY, TEXAS; BEING A PORTION OF A CALLED 50.36 ACRE TRACT OF LAND AS CONVEYED TO EDWARD M. WOLF BY GIFT DEEDS RECORDED IN DOCUMENT NUMBERS 2002135962, 2005081012 AND 2005081013 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND AS CONVEYED TO ED WOLF, INDEPENDENT EXECUTOR OF THE ESTATE OF MICHELL WOLF BY ORDER PROBATING WILL AND AUTHORIZING LETTERS TESTAMENTARY IN CAUSE NO. 7037 IN THE COUNTY COURT OF FALLS COUNTY, TEXAS, AND RECORDED IN DOCUMENT NUMBER 2007059859 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, ALSO AS DESCRIBED BY INSTRUMENT RECORDED IN VOLUME 2695, PAGE 222 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 4.406 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron rod with cap stamped "BGE INC" set at the intersection of the east right-of-way line of F.M. 973 (width varies) as referenced by Deeds recorded in Document Numbers 2000000355, 2000002469 and 2000018956 of the Official Public Records of Travis County, Texas, and the south right-of-way line of Arnhamn Lane (width varies, no deed of record found), at the northwest corner of the above described Wolf 50.36 acre tract, from which a TXDOT Type II Brass Disk Monument set in concrete stamped "STA 41+082.619-31.694 LT" found at the intersection of the east right-of-way line of said F.M. 973 and the north right-of-way line of said Arnhamn Lane and at the southwest corner of a called 2.899 acre tract of land described as Tract One as conveyed to John Keer and Sandy Keer by General Warranty Deed recorded in Document Number 2009185727 of the Official Public Records of Travis County, Texas, bears N 27°26'20" E a distance of 50.00 feet; Thence, with the east right-of-way line of said F.M. 973 and the west line of said Wolf 50.36 acre tract, S 27°26'20" W a distance of 932.12 feet to a calculated point for the most westerly northwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, over and across said Wolf 50.36 acre tract, along a curve to the right, an arc distance of 39.14 feet, having a radius of 25.00 feet, a central angle of 89°42'39" and a chord which bears N 72°17'40" E a distance of 35.27 feet to a calculated point of tangency;

THENCE, continuing over and across said Wolf 50.36 acre tract, S 62°51'01" E a distance of 297.09 feet to a calculated point for the northeast corner of the herein described tract;

THENCE, continuing over and across said Wolf 50.36 acre tract, S 27°08'59" W a distance of 578.26 feet to a calculated point for the southeast corner of the herein described tract;

THENCE, continuing over and across said Wolf 50.36 acre tract, N 72°51'01" W a distance of 98.51 feet to a calculated point of curvature of a curve to the right;

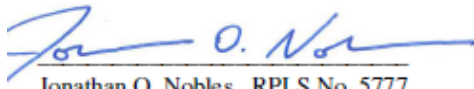
THENCE, continuing over and across said Wolf 50.36 acre tract, along said curve to the right, an arc distance of 46.77 feet, having a radius of 268.00 feet, a central angle of 10°00'00" and a chord which bears N 67°51'01" W a distance of 46.72 feet to a calculated point of tangency;

THENCE, continuing over and across said Wolf 50.36 acre tract, N 62°51'01" W a distance of 131.18 feet to a calculated point of curvature of a curve to the right;

THENCE, continuing over and across said Wolf 50.36 acre tract, along said curve to the right, an arc distance of 78.79 feet, having a radius of 50.00 feet, a central angle of 90°17'21" and a chord which bears N 17°42'20" W a distance of 70.89 feet to a calculated point of tangency on the east right-of-way line of said F.M. 973 and the west line of said Wolf 50.36 acre tract, from which a found TXDOT Type I Concrete Monument bears S 27°26'20" W a distance of 283.35 feet;

THENCE, with the east right-of-way line of said F.M. 973 and the west line of said Wolf 50.36 acre tract, N 27°26'20" E a distance of 524.31 feet to the **POINT OF BEGINNING** and containing 4.406 acres of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by BGE Inc., under my supervision on September 10, 2020 and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, NAD 83, Texas Central Zone 4203. A sketch accompanies this description. This document was prepared under 22 TAC §663.21 and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



Jonathan O. Nobles RPLS No. 5777
BGE, Inc.
101 West Louis Henna Blvd, Suite 400
Austin, Texas 78728
Telephone: (512) 879-0400
TBPELS Licensed Surveying Firm No. 10106502

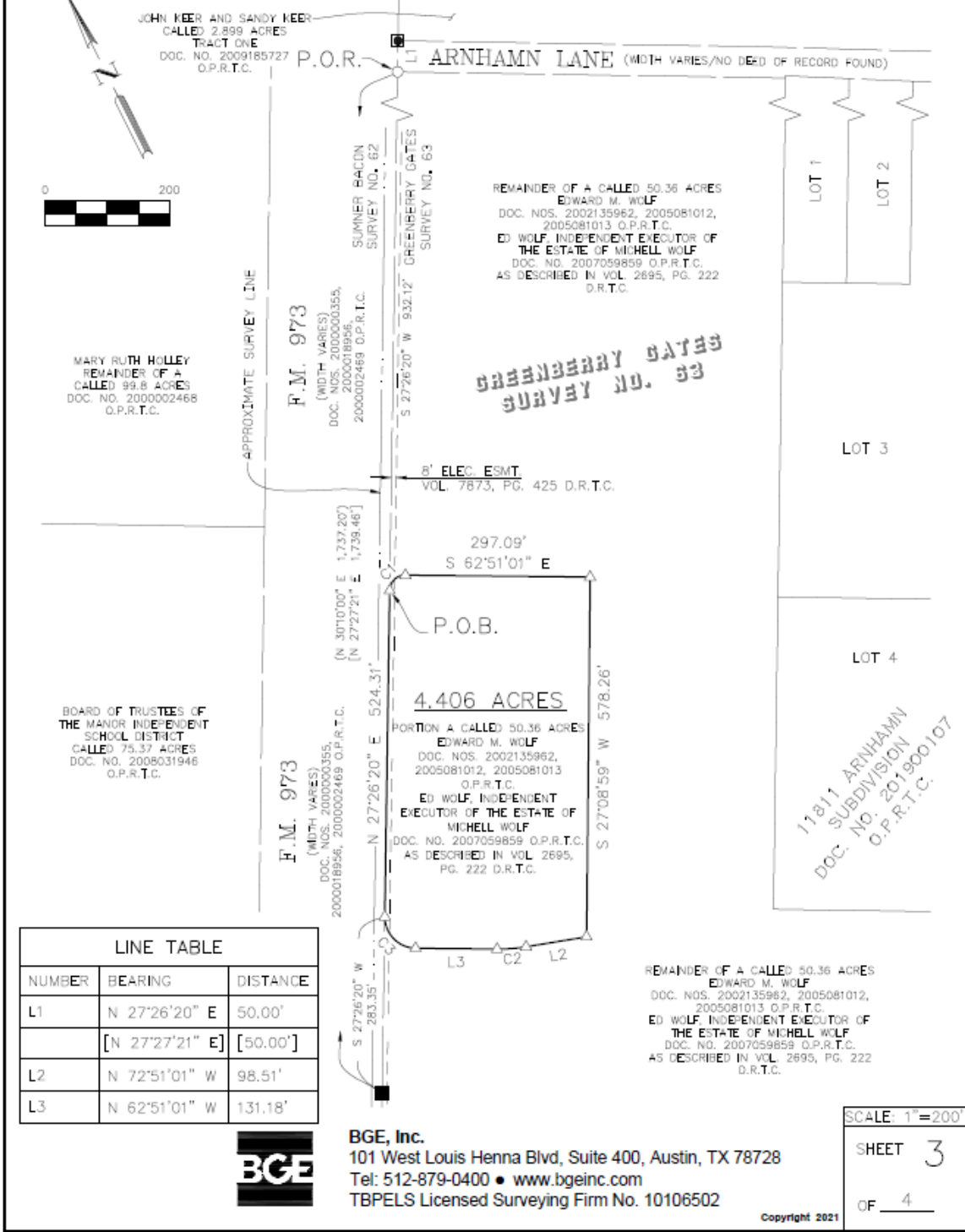


08/30/2021

Date

Client: DR Horton
Date: August 30, 2021
Job No: 7804-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



JOHN KEER AND SANDY KEER
CALLED 2.899 ACRES
TRACT ONE
DOC. NO. 2009185727
O.P.R.T.C.



MARY RUTH HOLLEY
REMAINDER OF A
CALLED 39.8 ACRES
DOC. NO. 2000002468
O.P.R.T.C.

BOARD OF TRUSTEES OF
THE MANOR INDEPENDENT
SCHOOL DISTRICT
CALLED 75.37 ACRES
DOC. NO. 2008031946
O.P.R.T.C.

F.M. 973
(WIDTH VARIES)
DOC. NOS. 2000000355,
2000018956,
2000002468 O.P.R.T.C.

F.M. 973
(WIDTH VARIES)
DOC. NOS. 2000000355,
2000018956, 2000002468 O.P.R.T.C.

ARNHAMN LANE (WIDTH VARIES/NO DEED OF RECORD FOUND)

REMAINDER OF A CALLED 50.36 ACRES
EDWARD M. WOLF
DOC. NOS. 2002135962, 2005081012,
2005081013 O.P.R.T.C.
ED WOLF INDEPENDENT EXECUTOR OF
THE ESTATE OF MICHELL WOLF
DOC. NO. 2007059859 O.P.R.T.C.
AS DESCRIBED IN VOL. 2695, PG. 222
D.R.T.C.

**GREENBERRY GATES
SURVEY NO. 63**

8' ELEC. ESMT
VOL. 7873, PG. 425 D.R.T.C.

297.09'
S 62°51'01" E

P.O.B.

4.406 ACRES

PORTION A CALLED 50.36 ACRES
EDWARD M. WOLF
DOC. NOS. 2002135962,
2005081012, 2005081013
O.P.R.T.C.
ED WOLF INDEPENDENT
EXECUTOR OF THE ESTATE OF
MICHELL WOLF
DOC. NO. 2007059859 O.P.R.T.C.
AS DESCRIBED IN VOL. 2695,
PG. 222 D.R.T.C.

11811 ARNHAMN
SUBDIVISION
DOC. NO. 201900107
O.P.R.T.C.

REMAINDER OF A CALLED 50.36 ACRES
EDWARD M. WOLF
DOC. NOS. 2002135962, 2005081012,
2005081013 O.P.R.T.C.
ED WOLF INDEPENDENT EXECUTOR OF
THE ESTATE OF MICHELL WOLF
DOC. NO. 2007059859 O.P.R.T.C.
AS DESCRIBED IN VOL. 2695, PG. 222
D.R.T.C.

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 27°26'20" E	50.00'
	[N 27°27'21" E]	[50.00']
L2	N 72°51'01" W	98.51'
L3	N 62°51'01" W	131.18'



BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Licensed Surveying Firm No. 10106502

SCALE 1"=200'

SHEET 3

OF 4

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LEGEND

- DOC. DOCUMENT
- D.R.T.C. DEED RECORDS OF TRAVIS COUNTY
- ELEC. ELECTRIC
- ESMT. EASEMENT
- NO. NUMBER
- NOS. NUMBERS
- O.P.R.T.C. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY
- PG. PAGE
- P.O.B. POINT OF BEGINNING
- P.R.T.C. PLAT RECORDS OF TRAVIS COUNTY
- VOL. VOLUME
- () RECORD INFORMATION FOR DOC. NOS.
2002135962, 2005081012, 2005081013 O.P.R.T.C
- [] RECORD INFORMATION FOR A TXDOT R.O.W.
MAP OF F.M. 973 CSJ NO. 1200-02-020
- FOUND TXDOT TYPE I CONC. MONUMENT
- ▣ FOUND TXDOT TYPE II BRASS MONUMENT
- SET 1/2" IRON ROD W/ "BGE INC" CAP
- △ CALCULATED POINT

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	39.14'	25.00'	89°42'39"	N 72°17'40" E	35.27'
C2	46.77'	268.00'	10°00'00"	N 67°51'01" W	46.72'
C3	78.79'	50.00'	90°17'21"	N 17°42'20" W	70.89'

BEARING BASIS NOTE:

BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NADB3. ALL DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY USING THE COMBINED SCALE FACTOR = 1.0000832696



Jonathan O. Nobles

 JONATHAN O. NOBLES RPLS NO. 5777
 BGE, INC.
 101 W. LOUIS HENNA BLVD., SUITE 400
 AUSTIN, TEXAS 78728
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SCALE 1"=200'

SHEET 4

OF 4

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