

SECOND AMENDMENT TO EARNEST MONEY CONTRACT

THIS SECOND AMENDMENT TO EARNEST MONEY CONTRACT ("Second Amendment"), is entered into and effective this ____ day of _____, 2023 (the "Effective Date"), by and among Greenview Development Greenbury, L.P., a Texas limited partnership, and Greenview Development 973, L.P., a Texas limited partnership (collectively, "Seller"), and the City of Manor, Texas, a political subdivision of the State of Texas ("Buyer"), upon the terms and conditions set forth herein.

RECITALS

Whereas, the Seller and the Buyer previously entered into that certain Earnest Money Contract with the effective date of the 27th day of April, 2022 and the First Amendment to Earnest Money Contract dated December 21, 2022 (collectively the "Contract"); and

Whereas, the Seller and Buyer wish to amend the Contract as set forth in this Second Amendment.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency thereof is hereby acknowledged, the Buyer and Seller agree as follows:

1. Incorporation of Recitals. The recitals set forth above are incorporated herein and made part of this Second Amendment.
2. Capitalized Terms. All capitalized terms in this Second Amendment shall have the same meanings as in the Contract unless otherwise expressly provided herein.
3. Closing. The first paragraph of Section 8 is deleted in its entirety and replaced as follows:

“**8. CLOSING.** The closing of the sale ("Closing") shall occur on the 16th day of January 2024 (the "Closing Date"). If either party fails to close this sale by the Closing Date, the non-defaulting party shall be entitled to exercise the remedies contained in Section 13.”

4. Special Warranty Deed. Section 8.A.i of the Contract is deleted in its entirety and replaced as follows:

“i. Deliver to Buyer a duly executed and acknowledged special warranty deed conveying good and indefeasible title to Buyer in fee simple to all of the Property described in **Exhibit “A”** (the "Deed"), in the form as shown in **Exhibit “B”** attached hereto and incorporated herein; and”. The new form of Exhibit “B” is attached to this Second Amendment and fully replaces the prior **Exhibit “B.”**

5. Ratification of Agreement/Conflict. All terms and conditions of the Contract are hereby ratified and affirmed, as modified by this Second Amendment. To the extent there is any inconsistency between the Contract and this Second Amendment, the provisions of this Second Amendment shall control.
6. Governing Law. This Second Amendment shall be construed and enforced in accordance with the laws of the State of Texas.

7. Anti-Boycott Verification. To the extent this Second Amendment constitutes a contract for goods or services within the meaning of Section 2271.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2271 of the Texas Government Code, and subject to applicable Federal law, Seller represents that neither Seller nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Seller (i) boycotts Israel or (ii) will boycott Israel through the term of this Second Amendment. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.
8. Iran, Sudan and Foreign Terrorist Organizations. To the extent this Second Amendment constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Seller represents that Seller nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.
9. Anti-Boycott Verification – Energy Companies. The Seller 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 Second Amendment. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity’s constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, “boycott energy company” means, 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: (A) 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 (B) does business with a company described by the preceding statement in (A).
10. Anti-Discrimination Verification – Firearm Entities and Firearm Trade Associations. The Seller 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 have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Second Amendment. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but 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; or (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 to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or 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.

11. Entire Agreement. The Parties hereto agree and understand that no oral agreements, or understandings, shall be binding, unless reduced to a writing which is signed by said Parties. The Parties hereto agree and understand that this Second Amendment shall be binding on them, their personal representatives, heirs, successors and assigns.
12. Counterparts. This Second 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.

[Signature pages follow]

EXECUTED in multiple originals, and in full force and effect as of the Effective Date stated above.

BUYER:

CITY OF MANOR, TEXAS

BY: _____
Scott Moore, City Manager

ATTEST:

BY: _____
Lluvia T. Almaraz, City Secretary

SELLER:

GREENVIEW DEVELOPMENT GREENBURY, L.P.
a Texas limited partnership

BY: GREENVIEW DEVELOPMENT CORP.
a Texas corporation, the general partner

BY: _____
Barth Timmermann, President

GREENVIEW DEVELOPMENT 973, L.P.
a Texas limited partnership

BY: GREENVIEW DEVELOPMENT CORP.
a Texas corporation, the general partner

BY: _____
Barth Timmermann, President

EXHIBIT “B”
(Earnest Money Contract)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER’S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS: THAT
COUNTY OF TRAVIS §

GREENVIEW DEVELOPMENT GREENBURY, L.P., a Texas limited partnership (“*Grantor*”), under threat of and in lieu of condemnation and for TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD AND CONVEYED and, by these presents, does GRANT, SELL AND CONVEY, unto the **CITY OF MANOR, TEXAS** (“*Grantee*”), the following described real property in Travis County, Texas, together with all improvements thereon, to wit:

Approximately 10.5038 acres of land composed of those certain parcels of real property in Travis County, Texas, designated and described as Tract 9-B1, Tract 9-B2, Tract 13-A1, and Tract 13-A2 in **Exhibit “A”** attached hereto and incorporated herein and more particularly described in Exhibits A-1, A-2, A-3, and A-4 attached thereto and incorporated herein (collectively, the “*Property*”).

TO HAVE AND TO HOLD the Property, together with all related rights and appurtenances, unto Grantee, and Grantee’s successors and assigns, forever; and Grantor hereby binds itself and its successors to WARRANT AND FOREVER DEFEND the Property unto Grantee and Grantee’s successors and assigns, against every person lawfully claiming or to claim the same, or any part thereof, by, through, or under Grantor, but not otherwise; provided, however, that this conveyance is made by Grantor and accepted by Grantee subject to: a) all of the title exceptions revealed in or by the recorded documents and other matters listed on **Exhibit “B”** attached hereto and incorporated herein by reference; and (b) all standby fees, taxes and assessments by any taxing authority for the current and all subsequent years, and all liens securing the payment of any of the foregoing.

GRANTOR IS SELLING THE PROPERTY TO GRANTEE ON AN “AS IS” BASIS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OTHER THAN GRANTOR’S SPECIAL WARRANTY OF TITLE CONTAINED IN THIS DEED. GRANTEE IS CLOSING ITS PURCHASE OF THE PROPERTY BASED UPON ITS OWN STUDIES AND CONCLUSIONS, AND NOT BASED UPON ANY REPRESENTATIONS OR WARRANTIES OF GRANTOR OR ANY AGENT OF GRANTOR. GRANTOR

SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES CONCERNING THE PROPERTY, INCLUDING THE IMPLIED WARRANTIES OF HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, GRANTOR MAKES NO WARRANTIES REGARDING ENDANGERED SPECIES OR ENVIRONMENTAL CONDITIONS. GRANTEE AGREES THAT THIS PROVISION IS A MATERIAL PORTION OF THE CONSIDERATION FOR GRANTEE'S PURCHASE AND ACKNOWLEDGES THAT GRANTOR WOULD NOT AGREE TO SELL THE PROPERTY TO GRANTEE ON ANY OTHER BASIS.

This deed is being delivered in lieu of condemnation.

EXECUTED AND DELIVERED as of the ___ day of _____, 202__.

GREENVIEW DEVELOPMENT GREENBURY, L.P., a Texas limited partnership

By: Greenview Development Corp., a Texas corporation, its general partner

By: ___

Barth Timmermann, President

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me this ___ day of _____, 202__, by Barth Timmermann, President of Greenview Development Corp., a Texas corporation, the general partner of Greenview Development Greenbury, L.P., a Texas limited partnership, on behalf of said corporation and said limited partnership.

(SEAL)

Notary Public Signature

AFTER RECORDING RETURN TO:
City of Manor, Texas
Attn: City Secretary
105 E. Eggleston Street
Manor, Texas 78653

EXHIBIT "A"

Description of the Property

- Tract 9-B1: 0.6248 acres of land, more or less, out of the Greenbury Gates Survey No. 63, Abstract No. 315, in Travis County, Texas, being a portion of that certain 39.15 acre tract of land as conveyed to Greenview Development 973, L.P. by deed recorded in Document No. 2005187773 of the Official Public Records of Travis County, Texas, and being more particularly described on the attached **Exhibit A-1**.
- Tract 9-B2: 4.934 acres of land, more or less, out of the Greenbury Gates Survey No. 63, Abstract No. 315, in Travis County, Texas, being a portion of that certain 104.61 acre tract of land as conveyed to Greenview Development Greenbury, L.P. by deed recorded in Document No. 2005237215 of the Official Public Records of Travis County, Texas, and being more particularly described on the attached **Exhibit A-2**.
- Tract 13-A1: 1.309 acres of land, more or less, out of the Greenbury Gates Survey No. 63, Abstract No. 315, in Travis County, Texas, being a portion of that certain 39.15 acre tract of land as conveyed to Greenview Development 973, L.P. by deed recorded in Document No. 2005187773 of the Official Public Records of Travis County, Texas, and being more particularly described on the attached **Exhibit A-3**.
- Tract 13-A2: 3.636 acres of land, more or less, out of the Greenbury Gates Survey No. 63, Abstract No. 315, in Travis County, Texas, being a portion of that certain 104.61 acre tract of land as conveyed to Greenview Development Greenbury, L.P. by deed recorded in Document No. 2005237215 of the Official Public Records of Travis County, Texas, and being more particularly described on the attached **Exhibit A-4**.

EXHIBIT "A-1"

HOLT CARSON, INCORPORATED
PROFESSIONAL LAND SURVEYORS
Texas Licensed Surveying Firm Registration No. 10050700
1904 FORTVIEW ROAD
AUSTIN, TX 78704
TELEPHONE: (512) 442-0990
E-mail: survey@hciaustin.com

July 14, 2021

"TRACT 9-B1"

DESCRIPTION OF 0.6248 ACRE OF LAND, OUT OF THE GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN (39.15 ACRE) TRACT OF LAND AS CONVEYED TO GREENVIEW DEVELOPMENT 973, L.P. BY DEED RECORDED IN DOCUMENT NO. 2005187773 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING at a ½" iron rod with a plastic cap imprinted "Holt Carson, Inc." found in the curving South right-of-way line of Ring Drive, a variable width public right-of-way as dedicated by the plat of record in Document No. 201900077 of the Official Public Records of Travis County, Texas, same being an angle corner in the North line of Lot 8, Block B, Final Plat Establishing Manor Commons SE Commercial Phase 1, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Document No. 201900077 of the Official Public Records of Travis County, Texas, also being a point in the interior of that certain (39.15 acre) tract of land as conveyed to Greenview Development 973, L.P. by deed recorded in Document No. 2005187773 of the Official Public Records of Travis County, Texas and being the Northwest corner and the **PLACE OF BEGINNING** of the herein described tract, from which a ½" iron rod with a plastic cap imprinted "Holt Carson, Inc.:" found at the Northwest corner of said Lot 8 bears, N 59 deg. 08'50" W 90.67 ft. (chord bearing and distance) and N 54 deg. 32'45" W 50.76 ft.;

THENCE with the South right-of-way line of Ring Drive and continuing through the interior of said (39.15 acre) Greenview Development 973, L.P. tract, along a curve to the left with a radius of 1032.00 ft. for an arc length of 253.42 ft. and which chord bears, S 66 deg. 41'59" E 252.79 ft. to a calculated point in the East line of said (39.15 acre) tract, same being a point in the West line of that certain (104.61 acre) tract of land as conveyed to Greenview Development Greenbury, L.P. by deed recorded in Document No. 2005237215 of the Official Public Records of Travis County, Texas, and being the Northeast corner of the herein described tract;

THENCE leaving the South right-of-way line of Ring Drive with the common lines of said (39.15 acre) Greenview Development 973, L.P. tract, and said (104.61 acre) Greenview Development Greenbury, L.P. tract, the following two (2) courses:

- 1.) S 24 deg. 42'43" W 121.83 ft. to a calculated point at an angle corner of said (39.15 acre) tract, same being an angle corner of said (104.61 acre) tract and the Southeast corner of the herein described tract;

0.6248 Acre
End of Page 1 of 2

EXHIBIT "A-1"

0.6248 Acre "Tact 9-B1"
Page 2 of 2

- 2.) N 67 deg. 21'42" W 201.09 ft. to a calculated point in the East line of Lot 8, Block B, Final Plat Establishing Manor Commons SE Commercial Phase 1 and being the Southwest corner of the herein described tract;

THENCE re-entering the interior of said (39.15 acre) Greenview Development 973, L.P. tract, with the East lines of Lot 8, Block B, Final Plat Establishing Manor Commons SE Commercial Phase 1, the following two (2) courses:

- 1.) N02 deg. 30'43" W 117.14 ft. to a ½" iron rod found with a plastic cap imprinted "Holt Carson, Inc.";
- 2.) N 30 deg. 20'03" E 18.80 ft. to the PLACE OF BEGINNING and containing 0.6248 acre of land.

PREPARED: July 14, 2021

Holt Carson

Registered Professional Land Surveyor No. 5166
reference map: C 919002



EXHIBIT "A-2"

HOLT CARSON, INCORPORATED

PROFESSIONAL LAND SURVEYORS
Texas Licensed Surveying Firm Registration No. 10050700
1904 FORTVIEW ROAD
AUSTIN, TX 78704
TELEPHONE: (512) 442-0990
E-mail: survey@hciaustin.com

July 14, 2021

"TRACT 9-BZ"

DESCRIPTION OF 4.394 ACRE OF LAND, OUT OF THE GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN (104.61 ACRE) TRACT OF LAND AS CONVEYED TO GREENVIEW DEVELOPMENT GREENBURY, L.P. BY DEED RECORDED IN DOCUMENT NO. 2005237215 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING at a ½" iron rod with a plastic cap imprinted "Holt Carson, Inc." found in the South right-of-way line of Ring Drive, a variable width public right-of-way as dedicated by the plat of record in Document No. 201900077 of the Official Public Records of Travis County, Texas, same being an angle corner in the North line of Lot 8, Block B, Final Plat Establishing Manor Commons SE Commercial Phase 1, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Document No. 201900077 of the Official Public Records of Travis County, Texas, also being a point in the interior of that certain (104.61 acre) tract of land as conveyed to Greenview Development Greenbury, L.P. by deed recorded in Document No. 2005237215 of the Official Public Records of Travis County, Texas and being the Northeast corner and the **PLACE OF BEGINNING** of the herein described tract, from which a ½" iron rod with a plastic cap imprinted "Holt Carson, Inc." found at a point of curvature at the Northeast corner of said Lot 8 bears, N 86 deg. 11'44" W 18.04 ft.;

THENCE leaving the South right-of-way line of Ring Drive and continuing through the interior of said (104.61 acre) Greenview Development Greenbury, L.P. tract, with Westerly, Northerly and Easterly lines of Lot 8, Block B, Final Plat Establishing Manor Commons SE Commercial Phase 1, the following six (6) courses:

- 1.) S 24 deg 19'12" W 398.94 ft. to a ½" iron rod found with a plastic cap imprinted "Holt Carson, Inc.";
- 2.) S 75 deg. 15'08" W 83.53 ft. to a ½" iron rod found with a plastic cap imprinted "Holt Carson, Inc.";
- 3.) N 68 deg. 24'57" W 271.11 ft. to a ½" iron rod found with a plastic cap imprinted "Holt Carson, Inc.";
- 4.) N 77 deg. 49'21" W 167.37 ft. to a ½" iron rod found with a plastic cap imprinted "Holt Carson, Inc.";
- 5.) N 23 deg. 23'57" W 135.56 ft. to a ½" iron rod found with a plastic cap imprinted "Holt Carson, Inc.";

4.394 Acres
End of Page 1 of 2

EXHIBIT "A-2"

4.394 Acres "Tract 9-82"
Page 2 of 2

- 6.) **N 02 deg. 30'43" W 122.86 ft.** to a calculated point a Northerly line of said (104.61 acre) Greenview Development Greenbury, L.P tract, same being a point in a Southerly line of that certain (39.15 acre) tract of land as conveyed to Greenview Development 973, L.P by deed recorded in Document No. 200518773 of the Official Public Records of Travis County, Texas and being the most Westerly Northwest corner of the herein described tract;

THENCE leaving the Easterly line of Lot 8, Block B, Final Plat Establishing Manor Commons SE Commercial Phase 1, with the common lines of said (104.61 acre) Greenview Development Greenbury, L.P tract, and said (39.15 acre) Greenview Development 973, L.P. tract, the following two (2) courses:

- 1.) **S 67 deg. 21'42" E 201.09 ft.** to a calculated point at an angle corner of said (39.15 acre) tract, same being an angle corner of said (104.61 acre) tract and being an angle corner of the herein described tract;
- 2.) **N 24 deg. 42'43" E 121.83 ft.** to a calculated point in the curving South right-of-way line of Ring Drive and being the most Northerly Northeast corner of the herein described tract;

THENCE re-entering the interior of said (104.61 acre) Greenview Development Greenbury, L.P. tract, with the South right-of-way line of Ring Drive the following two (2) courses:

- 1.) Along a curve to the left with a radius of 1032.00 ft. for an arc length of 361.49 ft. and which chord bears, **S 83 deg. 46'11" E 359.65 ft.** to a ½" iron rod with a plastic cap imprinted "Holt Carson, Inc." found at a point of tangency;
- 2.) **N 86 deg. 11'44" E 126.23 ft.** to the **PLACE OF BEGINNING** and containing 4.394 acres of land.

PREPARED: July 14, 2021

Holt Carson
Registered Professional Land Surveyor No. 5166
reference map: C 919002



EXHIBIT "A-3"

HOLT CARSON, INCORPORATED

PROFESSIONAL LAND SURVEYORS
Texas Licensed Surveying Firm Registration No. 10050700
1904 FORTVIEW ROAD
AUSTIN, TX 78704
TELEPHONE: (512) 442-0990
E-mail: survey@hciaustin.com

July 14, 2021

"TRACT 13-A1"

DESCRIPTION OF 1.309 ACRES OF LAND, OUT OF THE GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN (39.15 ACRE) TRACT OF LAND AS CONVEYED TO GREENVIEW DEVELOPMENT 973, L.P. BY DEED RECORDED IN DOCUMENT NO. 2005187773 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING at a ½" iron rod with a plastic cap imprinted "Holt Carson, Inc." found in the curving North right-of-way line of Ring Drive, a variable width public right-of-way as dedicated by the plat of record in Document No. 201900077 of the Official Public Records of Travis County, Texas, same being the Southeast corner of Lot 7, Block A, Final Plat Establishing Manor Commons SE Commercial Phase 1, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Document No. 201900077 of the Official Public Records of Travis County, Texas, also being a point in the interior of that certain (39.15 acre) tract of land as conveyed to Greenview Development 973, L.P. by deed recorded in Document No. 2005187773 of the Official Public Records of Travis County, Texas and being the Southwest corner and the **PLACE OF BEGINNING** of the herein described tract;

THENCE leaving the North right-of-way line of Ring Drive and continuing through the interior of said (39.15 acre) Greenview Development 973, L.P. tract with the East lines of Lot 7, Block A, Final Plat Establishing Manor Commons SE Commercial Phase 1, the following three (3) courses:

- 1.) **N 40 deg. 09'15" E 131.20 ft.** to a ½" iron rod found with a plastic cap imprinted "Holt Carson, Inc.";
- 2.) **N 27 deg. 53'56" E 85.20 ft.** to a ½" iron rod found with a plastic cap imprinted "Holt Carson, Inc.";
- 3.) **N 31 deg. 57'46" E 114.79 ft.** to a calculated point at the Southwest corner of Lot 9, LDG Commons at Manor Village, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 201800236 of the Official Public Records of Travis County, Texas and being the Northwest corner of the herein described tract;

1.309 Acres
End of Page 1 of 2

EXHIBIT "A-3"

1.309 Acres "Tract 13-A1"
Page 2 of 2

THENCE leaving the East line of Lot 7, Block A, Final Plat Establishing Manor Commons SE Commercial Phase 1 and continuing through the interior of said (39.15 acre) Greenview Development 973, L.P. tract with the South line of Lot 9, LDG Commons at Manor Village, S 79 deg. 36'29" E 151.48 ft. to a calculated point in an Easterly line of said (39.15 acre) tract, same being a point in the West line of that certain (104.61 acre) tract of land as conveyed to Greenview Development Greenbury, L.P. by deed recorded in Document No. 2005237215 of the Official Public Records of Travis County, Texas and being the Northeast corner of the herein described tract;

THENCE leaving the South line of Lot 9, LDG Commons at Manor Village with an East line of said (39.15 acre) Greenview Development 973, L.P. tract, and with the West line of said (104.61 acre) Greenview Development Greenbury, L.P. tract, S 24 deg. 42'43" W 352.07 ft. to a calculated point in the curving North right-of-way line of Ring Drive and being the Southeast corner of the herein described tract;

THENCE re-entering the interior of said (39.15 acre) Greenview Development 973, L.P. tract with the North right-of-way line of Ring Drive, along a curve to the right with a radius of 958.00 ft. for an arc length of 201.59 ft. and which chord bears, N 68 deg. 21'51" W 201.22 ft. to the PLACE OF BEGINNING and containing 1.309 acres of land.

PREPARED: July 14, 2021

Holt Carson
Registered Professional Land Surveyor No. 5166
reference map: C 919002



EXHIBIT "A-4"

PROFESSIONAL LAND SURVEYORS
Texas Licensed Surveying Firm Registration No. 10050700
1904 FORTVIEW ROAD
AUSTIN, TX 78704
TELEPHONE: (512) 442-0990
E-mail: survey@hcliaustin.com

July 14, 2021

"TRACT 13-A2"

DESCRIPTION OF 3.636 ACRES OF LAND, OUT OF THE GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN (104.61 ACRE) TRACT OF LAND AS CONVEYED TO GREENVIEW DEVELOPMENT GREENBURY, L.P. BY DEED RECORDED IN DOCUMENT NO. 2005237215 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING at a ½" Iron rod with a plastic cap imprinted "Holt Carson, Inc." found in the North right-of-way line of Ring Drive, a variable width public right-of-way as dedicated by the plat of record in Document No. 201900077 of the Official Public Records of Travis County, Texas, same being a point in the interior of that certain (104.61 acre) tract of land as conveyed to Greenview Development Greenbury, L.P. by deed recorded in Document No. 2005237215 of the Official Public Records of Travis County, Texas and being a point in the South line and the **PLACE OF BEGINNING** of the herein described tract;

THENCE with the North right-of-way line of Ring Drive and continuing through the interior of said (104.61 acre) Greenview Development Greenbury, L.P. tract, along a curve to the right with a radius of 958.00 ft. for an arc length of 324.57 ft, and which chord bears, **N 84 deg. 05'55" W 323.02 ft.** to a calculated point on the West line of said (104.61 acre) tract, same being a point on and East line of that certain (39.15 acre) tract of land as conveyed to Greenview Development 973, L.P. by deed recorded in Document No. 2005187773 of the Official Public Records of Travis County, Texas and being the Southwest corner of the herein described tract;

THENCE leaving the North right-of-way line of Ring Drive with an East line of said (39.15 acre) Greenview Development 973, L.P. tract, and with the West line of said (104.61 acre) Greenview Development Greenbury, L.P. tract, **N 24 deg. 42'43" E 352.07 ft.** to a calculated point in the South line of Lot 9, LDG Commons at Manor Village, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 201800236 of the Official Public Records of Travis County, Texas and being the Northwest corner of the herein described tract;

THENCE re-entering the interior of said (104.61 acre) Greenview Development Greenbury, L.P. tract, with the South lines of Lot 9, LDG Commons at Manor Village, the following two (2) courses:

- 1.) **S 79 deg. 36'29" E 158.27 ft.** to a calculated point;

3.636 Acres
End of Page 1 of 2

EXHIBIT "A-4"

3.636 Acres "Tract 13-A2"
Page 2 of 2

- 2.) **N 86 deg. 11'44" E 301.13 ft.** to a calculated point at the Northwest corner of that certain (0.3552 acre) Access Easement Agreement as described in instrument recorded in Document No. 2018176060 of the Official Public Records of Travis County, Texas and being the Northeast corner of the herein described tract.

THENCE leaving the South line of Lot 9, LDG Commons at Manor Village and continuing through the interior of said (104.61 acre) Greenview Development Greenbury, L.P. tract, with the West lines of said (0.3552 acre) Access Easement the following seven (7) courses:

- 1.) Along a curve to the left with a radius of 51.50 ft. for an arc length of 10.80 ft. and which chord bears, **S 02 deg. 25'53" W 10.78 ft.** to a calculated point;
- 2.) **S 03 deg. 48'16" E 36.94 ft.** to a calculated point of curvature;
- 3.) Along a curve to the right with a radius of 24.50 ft. for an arc length of 13.80 ft. and which chord bears, **S 12 deg. 19'57" W 13.62 ft.** to a calculated point;
- 4.) **S 28 deg. 28'08" W 199.37 ft.** to a calculated point of curvature;
- 5.) Along a curve to the left with a radius of 101.50 ft. for an arc length of 57.17 ft. and which chord bears, **S 12 deg. 16'56" W 56.42 ft.** to a calculated point;
- 6.) **S 03 deg. 48'16" E 38.47 ft.** to a calculated point of curvature;
- 7.) Along a curve to the right with a radius of 24.50 ft. for an arc length of 3.02 ft. and which chord bears, **S 00 deg. 16'55" E 3.01 ft.** to a calculated point in the North right-of-way line of Ring Drive, same being the Southwest corner of said (0.3552 acre) Access Easement and being the Southeast corner of the herein described tract;

THENCE with the North right-of-way line of Ring Drive and continuing through the interior of said (104.61 acre) Greenview Development Greenbury, L.P. tract, **S 86 deg. 11'44" W 177.02 ft.** to the PLACE OF BEGINNING and containing 3.636 acres of land.

PREPARED: July 14, 2021

Holt Carson
Registered Professional Land Surveyor No. 5166
reference map: C 919002



EXHIBIT "A-4"

EXHIBIT "B"

TITLE EXCEPTIONS