## DEVELOPMENT AGREEMENT FOR THE PALOMINO DEVELOPMENT

This Development Agreement for the Palomino Development (the "<u>Agreement</u>") is made and entered into, effective as of the \_\_\_\_\_ day of \_\_\_\_\_\_, 2021, by and among the **City of Manor**, **Texas**, a Texas home rule municipal corporation (the "<u>City</u>"), **Continental Homes of Texas**, **L.P.**, a Texas limited partnership ("<u>Continental</u>"), and 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, "<u>Wolf</u>", and Wolf, collectively with Continental and each individually, the "<u>Developer</u>"). The City and the Developer are sometimes referred to herein as the "<u>Parties</u>". The Parties agree as follows.

## Section 1. Purpose; Consideration.

- (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 44.036 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 3.303 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").
- (b) Continental and Wolf desire and wish to develop the Property for residential and commercial uses in the Palomino Development (the "Development"). Continental is the Developer for the Continental Residential Property, and Wolf is the Developer for the Wolf Commercial Property. The Developer desires that the City be able to enforce the development standards set forth herein through its building permit, inspection, and certificate of occupancy processes by this Agreement, given that House Bill 2439 adopted in the 86<sup>th</sup> Legislative Session limits the ability of cities to enforce certain development standards governing building materials by ordinance. In addition, the Developer desires that the City allow for the concurrent review of the plats and plans submitted for the Development and concurrent review of the Traffic Impact Analysis ("<u>TIA</u>") at the time the preliminary plan is submitted to the City for the Development.
- (c) The Developer will benefit from a concurrent review of the plats and plans and the TIA for the Development; and the City enforcing the Development Standards as set forth herein because it will be more efficient and cost-effective for compliance to be monitored and enforced through the City's building permit and inspection processes and will help ensure that the Development is built out as planned by the Developer after conveyance to the builder of homes or other buildings and structures authorized by the applicable zoning regulations.

The City will benefit from this Agreement by having assurance regarding certain development standards for the Development, having certainty that such Development Standards may be enforced by the City, and preservation of property values within the City.

(d) The benefits to the Parties set forth in this Section 1, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

## Section 2. Term; Termination.

- (a) The term of this Agreement shall be in full force and effect from the Effective Date hereof, subject to earlier termination as provided in this Agreement. Unless earlier terminated as provided in this Agreement, this Agreement shall terminate upon the issuance of the final certificate of occupancy for the final structure in the Development.
- (b) The Parties further mutually agree that this Agreement shall be in full force and effect upon the date above first written, provided that the City may terminate this Agreement if Developer defaults under the terms of this Agreement, subject to the notice and cure provisions in Section 6 herein, and subject to the limitations set forth in Section 6.

## Section 3. Development Standards.

- (a) **Residential Development Requirements.** 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 approved by the Development Services Director, exclusive of roofs, eaves, soffits, windows, balconies, gables, doors, and trim work.
- (b) Non-Residential Development Requirement. The exterior wall standards set forth in this section shall apply to the non-residential structures located on the Property. At least sixty percent (60%) minimum of the exterior façade of the front elevations, and fifty percent (50%) minimum combined on all elevations, of each non-residential structure shall be constructed of clay brick, natural stone, cultured stone, cast stone, stucco or natural stone panels or similar material approved by the Development Services Director, exclusive of roofs, eaves, soffits, windows, balconies, gables, doors, and trim work.
- (c) Architectural Requirement. The architectural standards set forth in the City's Code of Ordinances, Section 14.02.065(b) shall apply to the non-residential structures located on the Property.
- (d) **Outdoor Lighting Requirement.** The outdoor lighting standards set forth in the City's Code of Ordinances, Article 15.05, as amended, shall apply to all non-residential development on the Property.

- (e) Building Permits. The Developer acknowledges and agrees that compliance with Section 3(a) will be a condition of issuance of building permits and certificates of occupancy for the Continental Residential Property; and compliance with subsections 3(b), (c) and (d) will be a condition of issuance of building permits and certificates of occupancy for the Wolf Commercial Property. Developer further agrees that the City may use its building permitting, inspection, and enforcement processes and procedures to enforce the requirements of Section 3(a) above, including but not limited to rejection of applications and plans, stop work orders, and disapproval of inspections for applications and/or work that does not comply with this Agreement. Applications and plans for a building permit must demonstrate compliance with this Agreement in order for a building permit to be issued. Applications for building permits must be in compliance with this Agreement, as well as the Applicable Regulations, as herein defined, in order for such application to be approved and a building permit issued. Plans demonstrating compliance with this Agreement must accompany a building permit application and will become a part of the approved permit. Subject to compliance with the other terms and conditions of this Section 3(e) and this Agreement, the City agrees that it will issue building permits for house starts prior to electric service being completed to the applicable lot and such connection energized, provided all other subdivision development and construction for the development phase in which such lot is located is complete and the City engineer or inspector has completed its inspection of such work and approved such work, except as provided herein. The City agrees that it will issue building permits for house starts and allow home construction to commence prior to completion of installation and energizing of street lights, and Continental acknowledges that the City will not issue a certificate of occupancy for a home until installation and energizing of street lights and approval thereof by the City engineer or inspector. Any structure constructed on the Property must comply with this Agreement and the Applicable Regulations for a certificate of occupancy to be issued for such structure.
- (f) **Timing of Platting.** The Developer agrees to waive the submission requirements of the City's ordinances and subdivision regulations and the City agrees to allow concurrent review of concept plan(s), preliminary plat(s), construction plan(s), and final plat(s) for the Property. Upon each submittal, the City shall have thirty (30) days to respond to the Developer and/or its authorized representative with comments citing the deficiencies of the plats and plans. After the City has determined the plats and plans meet the minimum requirements of the City's ordinances and subdivision regulations, the plats and plans will be heard before the applicable governing body for approval. Reviews of the plats and plans may occur concurrently, but approvals with the applicable governing body must follow the sequence set forth in the City's ordinances and subdivision regulations.
- (g) **Traffic Impact Analysis.** A TIA may be submitted for review and approval to the City of Manor, Texas Department of Transportation and Travis County, as may be applicable, concurrent with the submittal of the preliminary plat for the Development. The Parties agree that the preliminary plat shall not be approved until the TIA is approved by all reviewing jurisdictions.

**Section 4. Development of the Property.** Except as modified by this Agreement, the Development and the Property will be developed in accordance with all applicable local, state, and federal regulations, including but not limited to the City's ordinances and the zoning regulations applicable to the Property, and such amendments to City ordinances and regulations that may be applied to the Development and the Property under Chapter 245, Texas Local Government Code, and good engineering practices (the "<u>Applicable Regulations</u>"). If there is a conflict between the Applicable Regulations and the Development Standards, the Development Standards shall control.

## Section 5. Assignment of Commitments and Obligations; Covenant Running with the Land.

- (a) Each Developer's rights and obligations under this Agreement may be assigned by such Developer to one (1) or more purchasers of all or part of the Property; provided the City Council must first approve and consent to any such assignment by a Developer of this Agreement or of any right or duty of Developer pursuant to this Agreement, which consent shall not be unreasonably withheld or delayed.
- (b) This Agreement shall constitute a covenant that runs with the Property and is binding on future owners of the Property, subject to Section 5(c) below. The Developer and the City acknowledge and agree that this Agreement is binding upon the City and the Developer and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement.
- (c) This Agreement shall not apply to any structure for which a certificate of occupancy has been issued, and this Agreement is not binding upon a homeowner who purchases such structure. Individual homeowners are not subject to this Agreement, and this Agreement shall not be an encumbrance on title to any lot with a home which is sold to a homebuyer and for which a certificate of occupancy has been issued.
- (d) Notwithstanding anything to the contrary set forth herein, the obligations set forth in this Agreement incident to the development of the Continental Residential Property shall be the sole obligation of Continental. The obligations set forth in this Agreement incident to the development of the Wolf Commercial Property shall be the sole obligation of Wolf.

**Section 6. Default.** Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of fourteen (14) business days after receipt by such party of notice of default from the other party. Upon the passage of fourteen (14) business days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement; provided that if the nature of the default is that it cannot reasonably be cured within the fourteen (14) business day period, the defaulting party shall have a longer period of time as may be reasonably necessary to cure the default in question; but in no event more than sixty (60) days. In the event of default, the non-defaulting party to this Agreement may pursue the remedy of specific performance or other equitable legal remedy not inconsistent with this Agreement. All remedies will be cumulative and the pursuit of one authorized remedy will not constitute an election of remedies or a waiver of the right to pursue any other authorized remedy. The City agrees that Continental and Wolf (or their applicable successors and assigns) are independent and are not

partners or joint venturers and are not liable, to the City or any other person, entity, or governmental authority, for any act, omission, or default of the other Developer party. Therefore, the City agrees that in no event shall the termination of this Agreement as to Continental because of a default by Continental or as to Wolf because of a default by Wolf, should the City have and elect to exercise such remedy, result in the termination of this Agreement as to the other Developer Party. Therefore, (i) if Continental defaults and the City terminates this Agreement as to Continental, then this Agreement will continue in full force and effect as between the City and Wolf, and (ii) if Wolf defaults and the City terminates this Agreement as to Wolf, then this Agreement will continue in full force and effect as between the City and to the other remedies set forth herein, the City may withhold approval of a building permit application or a certificate of occupancy for a structure that does not comply with the Development Standards.

Section 7. Reservation of Rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws, and neither party waives any legal right or defense available under law or in equity.

**Section 8.** Attorneys' Fees. In the event of action pursued in court to enforce rights under this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

**Section 9. Waiver.** Any failure by a party to insist upon strict performance by the other party of any provision of this Agreement will not, regardless of length of time during which that failure continues, be deemed a waiver of that party's right to insist upon strict compliance with all terms of this Agreement. In order to be effective as to a party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.

# Section 10. Force Majeure.

- (a) The term "force majeure" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances: acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other material causes not reasonably within the control of the party claiming such inability.
- (b) If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except

as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

(c) It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the party having the difficulty.

**Section 11.** Notices. Any notice to be given hereunder by any party to another party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to the City shall be addressed:

City of Manor Attn: City Manager 105 E. Eggleston Street Manor, Texas 78653

with copy to:

The Knight Law Firm, LLP Attn: Paige H. Saenz 223 West Anderson Lane, #A105 Austin, Texas 78752

Any notice mailed to Continental shall be addressed:

Continental Homes of Texas, L.P. Attn: Mr. Adib R. Khoury 10700 Pecan Park Blvd., Suite 400 Austin, Texas 78750 E-mail: arkhoury@drhorton.com jstraub@drhorton.com

with copy to:

Timothy C. Taylor, Esq. Jackson Walker L.L.P. 100 Congress Avenue, Suite 1100 Austin, Texas 78701-4042 E-mail: ttaylor@jw.com

Any notice mailed to Wolf shall be addressed:

Edward Wolf 2868 County Road 267 Cameron, Texas 76520 Phone: 254.697.4137 E-mail: edwolf@farm-market.net

with copy to:

Racy L. Haddad, Esq. Coats Rose, P.C. Terrace 2 2700 Via Fortuna, Suite 350 Austin, Texas 78746 Phone: 512.541.3594; Fax: 512.469.9408 Email: rhaddad@coatsrose.com

Any party may change the address for notice to it by giving notice of such change in accordance with the provisions of this section.

**Section 12. Waiver of Alternative Benefits.** The Parties acknowledge the mutual promises and obligations of the Parties expressed herein are good, valuable and sufficient consideration for this Agreement. Therefore, save and except the right to enforce the obligations of the City to perform each and all of the City's duties and obligations under this Agreement, Developer hereby waives any and all claims or causes of action against the City Developer may have for or with respect to any duty or obligation undertaken by Developer pursuant to this Agreement, including any benefits that may have been otherwise available to Developer but for this Agreement.

**Section 13.** Severability. Should any court declare or determine that any provisions of this Agreement is invalid or unenforceable under present or future laws, that provision shall be fully severable; this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in place of each such illegal, invalid, or unenforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. Texas law shall govern the validity and interpretation of this Agreement.

**Section 14. Agreement and Amendment.** This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties and may not be amended except by a writing approved by the City Council of the City that is signed by all Parties and dated subsequent to the date hereof. Provided, however, the City and Developer agree that individual homeowners or third party purchasers who have purchased a lot with a home or commercial building located thereon for which a certificate of occupancy has been issued are not parties to this Agreement and not necessary parties for any amendment hereto.

**Section 15.** No Joint Venture. The terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture between or among the Parties or any of them. The City, its past, present and future officers, elected officials, employees and agents, do not assume any responsibilities or liabilities to any third party in connection with the development of the Property. The City enters into this Agreement in the exercise of its public duties and authority

to provide for development of property within the city pursuant to its police powers and for the benefit and protection of the public health, safety, and welfare.

Section 16. No Third Party Beneficiaries. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a party, unless expressly provided otherwise herein, or in a written instrument executed by both the City and the third party. Absent a written agreement between the City and third party providing otherwise, if a default occurs with respect to an obligation of the City under this Agreement, any notice of default or action seeking a remedy for such default must be made by the Developer.

Section 17. Effective Date. The Effective Date of this Agreement is the defined date set forth in the first paragraph.

**Section 18. Texas Law Governs.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Travis County, Texas. Venue shall lie exclusively in Travis County, Texas.

**Section 19. Anti-Boycott Verification**. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Developer represents that neither the Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. 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.

**Section 20. Iran, Sudan and Foreign Terrorist Organizations**. To the extent this Agreement 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, Developer represents that Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

Section 21. Time is of the Essence. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

**Section 22.** Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

Exhibit A – Property Description
Exhibit B – Continental Residential Property
Exhibit C-1 – Wolf Commercial Property (North Tract)
Exhibit C-2 – Wolf Commercial Property (South Tract)

### [SIGNATURES ON FOLLOWING PAGES]

EXECUTED in multiple originals this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

§ §

# <u>CITY</u>:

**City of Manor, Texas** a Texas home-rule municipal corporation

Attest:

By:\_\_\_\_\_\_ Name: Lluvia T. Almaraz Title: City Secretary By:\_\_\_\_\_\_ Name: Dr. Larry Wallace Jr. Title: Mayor

## THE STATE OF TEXAS COUNTY OF TRAVIS

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_\_, 2021, by Dr. Larry Wallace Jr., Mayor of the City of Manor, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

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**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

This instrument was acknowledged before me, the undersigned authority, this \_\_\_\_\_ 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.

\$ \$ \$ \$ \$

[SEAL]

Notary Public, State of Texas

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

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<u>DEVELOPER – WOLF</u>:

	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 §	
	ged before me, the undersigned authority, this day by Edward Wolf, individually.

[SEAL]

Notary Public \* State of Texas

STATE OF TEXAS §
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me, the undersigned authority, this \_\_\_\_ day of \_\_\_\_\_, 2021, by Edward Wolf, Independent Executor of the Estate of Geraldine Wolf, Deceased.

[SEAL]

Notary Public \* State of Texas

STATE OF TEXAS
COUNTY OF \_\_\_\_\_

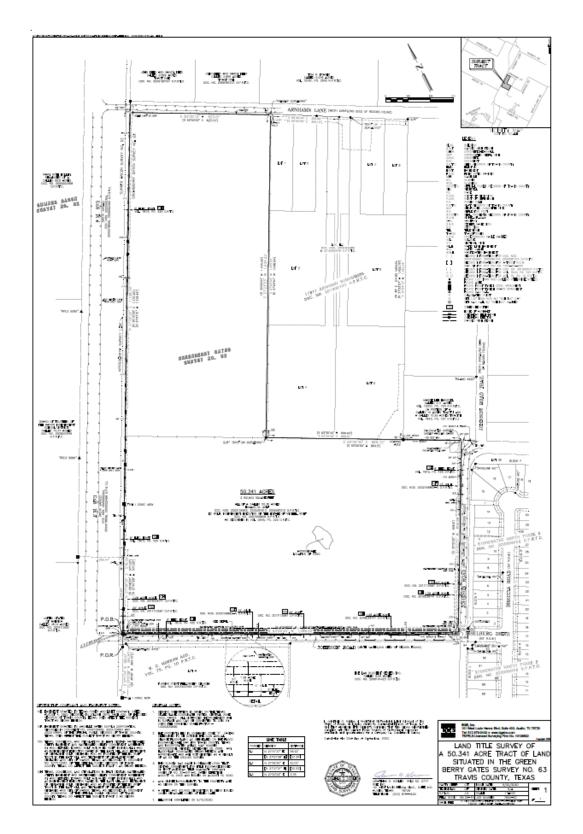
This instrument was acknowledged before me, the undersigned authority, this \_\_\_\_\_ day of \_\_\_\_\_\_, 2021, by Ed Wolf, Trustee of all of the Trusts under the Last Will and Testament of Mitchell Wolf, Deceased, dated October 5, 2000.

§ § §

[SEAL]

Notary Public \* State of Texas

EXHIBIT A



### EXHIBIT B

EXHIBIT B

MANOR WOLF TWO FAMILY 44.036 ACRES

#### ZONING METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 44.036 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 44.036 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 200000355, 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 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;

### Page 1 of 6

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Exhibit B

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 428.76 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 322.72 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;

Page 2 of 6

G:\TXC\PROJECTS\DRHORTON\7804-00-MANOR WOLF\SV\04\_FINALS\MB\ZONING\7804-00\_MANOR\_WOLF\_2\_FAMILY-FN.DOCX 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 1056.75 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 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 comer 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;

Page 3 of 6

G:\TXC\PROJECTS\DRHORTON\7804-00-MANOR WOLF\SV\04\_FINALS\MB\ZONING\7804-00\_MANOR\_WOLF\_2\_FAMILY-FN.DOCX THENCE, with the north right-of-way line of said Johnson Road and the south line of said Wolf 50.36 acre tract, N 63°25'45" W a distance of 1,488.92 feet to the **POINT OF BEGINNING** and containing 44.036 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.

Client:

Revised:

Job No:

Date:

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

DR Horton

7804-00

September 24, 2020

November 6, 2020

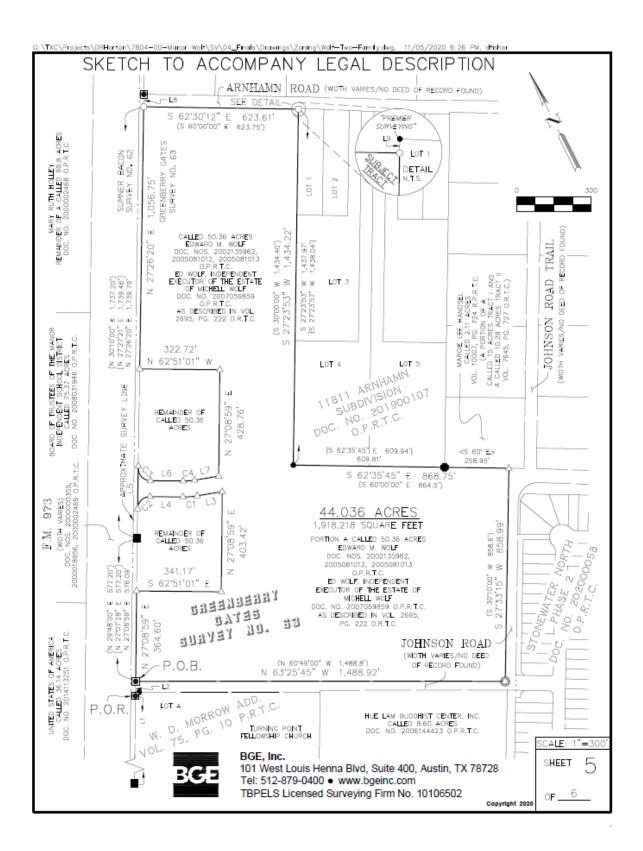


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Date

Page 4 of 6

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LINE TABLE				
NUMBER	BEARING	DISTANCE		
L1	S 27⁴11'34" W	365.57'		
	[S 27*07'28" W]	[365.34']		
	((S 30°00'W))	((364.70'))		
L2	S 27*31'37" W	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

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	DOCUMENT
D.R.T.C.	DEED RECORDS OF TRAVIS COUNTY
NO.	NUMBER
NOS.	NUMBERS
0.P.R.T.C.	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY
PG.	
	POINT OF BEGINNING
	PLAT RECORDS OF TRAVIS COUNTY
	REAL PROPERTY RECORDS OF TRAVIS COUNTY
VOL.	
()	RECORD INFORMATION FOR DOC. NOS.
	2002135962, 2005081012, 2005081013 O.P.R.T.C
[]	RECORD INFORMATION FOR A TXDOT R.O.W.
	MAP OF FM 973 CS.LNO 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)
1	FOUND AXLE
	FOUND TXDOT TYPE I CONC. MONUMENT
	FOUND TXDOT TYPE II BRASS MONUMENT
	CALCULATED POINT
0	SET 1/2" IRON ROD W/ "BGE INC" CAP
0	SET MAG NAIL W/ "BGE INC" WASHER
-	r

	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

### 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



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JONATHAN O. NOBLES RPLS NO. 5777 BOE, 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 Copyright 2020

SCALE: 1"=300' SHEET 6 0F\_6

11/6/2020

## **EXHIBIT C-1**

EXHIBIT

MANOR WOLF COMMERCIAL NORTH 3.303 ACRES

### ZONING METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 3.303 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 3.303 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 1,056.75 feet to a calculated point for the northwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, over and across said Wolf 50.36 acre tract, S 62°51'01" E a distance of 322.72 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 428.76 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;

#### Page 1 of 4

G/IXC/PROJECTS/DRHORTON/7804-00-MANOR WOLF/SV/04\_FINALS/MB/ZONDNG/7804-00\_MANOR\_WOLF\_COMMERCIAL\_NORTH-FN DOCX

Exhibit C-1

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 399.69 feet to the **POINT OF BEGINNING** and containing 3.303 acres (143,882 square feet) 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

Client: DR Horton Date: September 24, 2020 Revised: November 6, 2020 Job No: 7804-00

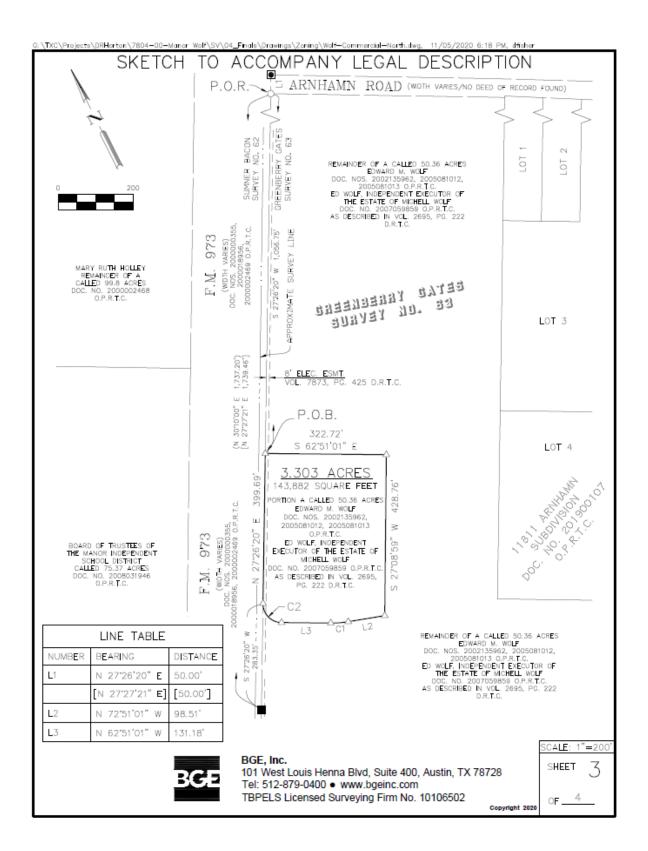


11/6/2020

Date

#### Page 2 of 4

G/IXC/PROJECTS/DRHORTON/7804-00-MANOR WOLF/SV/04 FINALS/MB/ZONING/7804-00 MANOR WOLF\_COMMERCIAL NORTH-FN.DOCX



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### LEGEND

DOCUMENT DEED RECORDS OF TRAVIS COUNTY ELECTRIC EASEMENT
NUMBER
NUMBERS OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY
PAGE
POINT OF BEGINNING
PLAT RECORDS OF TRAVIS COUNTY
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	46.77'	268.00'	10*00'00"	N 67*51'01" W	46.72'
C2	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, NAD83. ALL DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY USING THE COMBINED SCALE FACTOR = 1.0000832696



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11/6/2020

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



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SCALE: 1"=200' SHEET 4

OF \_\_\_\_4

## **EXHIBIT C-2**

EXHIBIT \_\_\_\_

MANOR WOLF COMMERCIAL SOUTH 3.001 ACRES

### ZONING METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 3.001 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 3.001 ACRE TRACT 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+803.978-31.459 LT" found at the intersection of the east right-of-way line of F.M. 973 (width varies) as referenced by Deeds recorded in Document Numbers 200000355, 2000002469 and 2000018956 of the Official Public Records of Travis County, Texas, and the north right-of-way line of Johnson Road (width varies, no deed of record found), at the southwest 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+821.455-31.530 LT" found on the east right-of-way line of said F.M. 973 at the west end of the cutback to the south right-of-way line of said Johnson Road, 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, bears S 27°31'37" W a distance of 58.22 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°08'59" E a distance of 364.60 feet to a calculated point 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 211.49 feet to a TXDOT Type I Concrete Monument found for an angle point;

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°26'20" E a distance of 119.35 feet to a calculated point of curvature of a curve to the right, from which 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 bears N 27°26'20" E a distance of 1,620.44 feet;

#### Page 1 of 4

G/TXC/PROJECTS/DRHORTON/7804-00-MANOR WOLF/SV/04\_FINALS/MB/ZONING/7804-00\_MANOR\_WOLF\_COMMERCIAL\_SOUTH-FN DOCX

THENCE, departing the east right-of-way line of said F.M. 973, over and across said Wolf 50.36 acre tract, along said curve to the right, 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 N 72°17'40" E, a distance of 70.53 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 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 57.94 feet, having a radius of 332.00 feet, a central angle of 10°00'00" and a chord which bears S 67°51'01" E, a distance of 57.87 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 102.46 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 403.42 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 62°51'01" W a distance of 341.17 feet to the **POINT OF BEGINNING** and containing 3.001 acres (130,743 square feet) 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



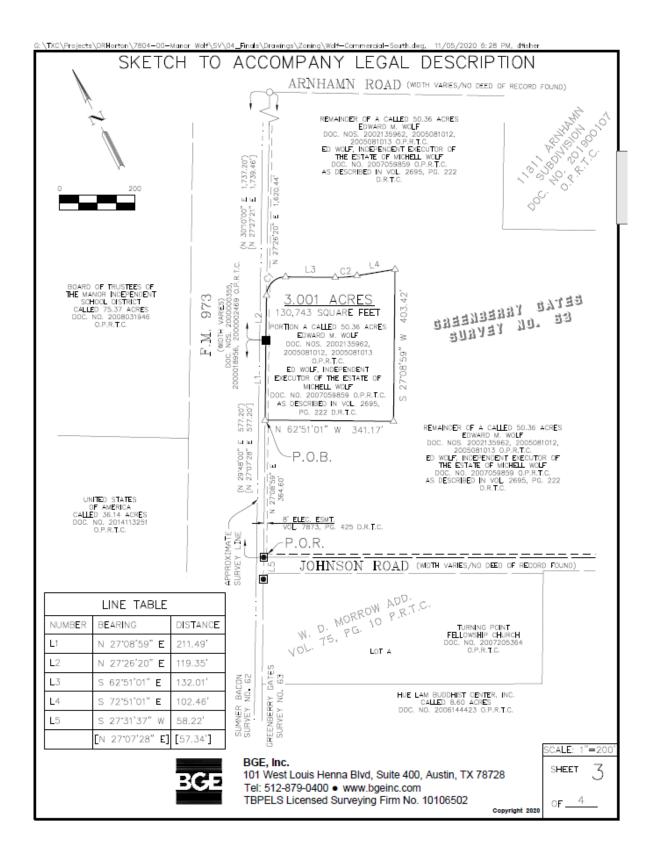
11/6/2020

Date

Client:DR HortonDate:September 24, 2020Revised:November 6, 2020Job No:7804-00

Page 2 of 4

G/IXC/PROJECTS/DRHORTON/7804-00-MANOR WOLF/SV/04\_FINALS/MB/ZONING/7804-00\_MANOR\_WOLF\_COMMERCIAL\_SOUTH-FN DOCX



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#### LEGEND

DOC. D.R.T.C. ELEC. ESMT.	DEED RECORDS OF TRAVIS COUNTY ELECTRIC
NO.	
NOS.	NUMBERS OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY
PG.	
P.O.B.	POINT OF BEGINNING
	PLAT RECORDS OF TRAVIS COUNTY
VOL.	VOLUME
( )	RECORD INFORMATION FOR DOC. NOS. 2002135962, 2005081012, 2005081013 0.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 I BRASS MONUMENT
0	SET 1/2" IRON ROD W/ "BGE INC" CAP
$\triangle$	CALCULATED POINT

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	78.29'	50.00'	89*42'39"	N 72"17'40" E	70.53
C2	57.94'	332.00'	10*00'00"	S 67⁺51'01" E	57.87'

### 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



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11/6/2020

ONATHAN 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"=200" SHEET 4 0F\_4\_