

DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF MONTGOMERY, TEXAS AND
TAYLOR MORRISON OF TEXAS, INC.

This DEVELOPMENT AGREEMENT (the "Agreement") is entered into between TAYLOR MORRISON OF TEXAS, INC., a Texas corporation, its successors or assigns ("Developer"), and THE CITY OF MONTGOMERY, TEXAS ("City") to be effective on the date on _____, 2024 (the "Effective Date").

RECITALS

The Developer owns approximately 56.7 acres of land, as described on the attached **Exhibit A** (defined herein as the "Tract") in Montgomery County, Texas, within the corporate limits of the City. The Developer intends to develop the Tract for primarily single-family residential purposes. The Tract will be located within the boundaries of a special district and the City will provide water and sanitary sewer service to the Tract.

The City is a Type A general-law municipality with all powers except those specifically limited by the Constitution and laws of the State of Texas.

The City wishes to provide for the orderly, safe and healthful development of the Tract, and the City and the Developer agree that the development of the Tract can best proceed pursuant to a development agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, obligations, and benefits contained herein as well as other good and valuable consideration, the sufficiency of which is acknowledged by the parties, the City and Developer agree as follows:

ARTICLE I. DEFINITIONS AND EXHIBITS

1.1 **Definitions**. Unless the context indicates others, the following words as used in this Agreement shall have the following meanings:

City means the City of Montgomery, Texas.

Developer means Taylor Morrison of Texas, Inc., a Texas corporation, its successors or assigns.

ESFC means that amount of water or wastewater, as applicable, set by the City that constitutes an Equivalent Single Family connection, which amount may be changed from time to time. At the time of this Agreement, an ESFC of water means 300 gallons per day and an ESFC of wastewater means 200 gallons per day.

Facilities means the water distribution, sanitary sewer collection, transportation and

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treatment, and stormwater collection, detention and drainage systems, roads and improvements in aid thereof, constructed or acquired or to be constructed to serve the Tract, and all improvements, appurtenances, additions, extensions, enlargements or betterments thereto, together with all contract rights, permits, licenses, properties, rights-of-way, easements, sites and other interests related thereto.

Parties means the City and the Developer, collectively.

Proposed Collector Road means the public road improvement to be constructed described as "Proposed Collector".

Tract means the approximately 56.7 acres of land to be developed by Developer, as described in **Exhibit A**.

1.2. **Exhibits**. The following Exhibits attached to this Agreement are a part of the Agreement as though fully incorporated herein:

Exhibit A Metes and Bounds Description of the Tract

ARTICLE II

DEVELOPER OBLIGATIONS

Section 2.1. Utilities.

- a. **Water, Sanitary Sewer and Drainage Facilities.** Developer agrees that all water, sanitary sewer and drainage facilities to serve the Tract, whether on the Tract or off-site, will be constructed in accordance with the applicable City regulations and ordinances, including the City of Montgomery Code of Ordinances, as amended (the "City Code"). The Developer is responsible for the design and construction of all internal water and sanitary sewer lines and associated facilities and drainage facilities to serve the Tract. The City will provide retail water and sanitary sewer service to customers within the Tract.. Following acceptance by the City, the water and sanitary sewer infrastructure will be owned, operated, and maintained by the City per normal practice.. The City agrees to provide the Developer with its ultimate requirements for wastewater treatment and water capacity as further described herein.
- b. **Water Supply Facilities.** The parties acknowledge that the Tract will be developed in phases with ultimate water requirements of 79,560 gpd to serve approximately 190 ESFCs.. The City agrees that it has the capacity in its water treatment system to serve the Tract; however, the Developer is required to fund the construction of

certain improvements to the City's water supply system in order to provide sufficient pressure for the Tract.

- i. **Water Line.** The Developer agrees to connect to the City's existing 12-inch waterline on Buffalo Springs and to the existing 12-inch waterline located along Lone Star Parkway to provide a looped waterline system throughout the Tract ("Water Line"). The Water Line will be constructed in public right of way or easement and to the extent necessary, the Developer will be responsible for acquiring any necessary public right of way required for the construction of the Water Line.
 - ii. **Funding.** The Developer will fund the entire cost of the design and construction of the waterlines internal to the Tract and their connections to the exiting water system.
 - iii. **Ownership.** The City will accept such Water Line for ownership and operation subject to a one-year maintenance bond to be enforceable by the City from the contractor.
- c. **Wastewater Treatment Facilities.** The parties acknowledge that the Tract will be developed with ultimate wastewater requirements of 55,250 gpd to serve approximately 190 ESFCs. The City agrees that it has permitted capacity in its wastewater treatment system to serve the 190 ESFCs; however, the Developer is required to fund the construction of certain improvements to the City's wastewater supply system in order to serve the Tract.
 - i. **Lift Station No. 10 Improvements.** The City agrees to design and construct the related to the expansion of the Lift Station from 180,000 gpd and 220,000 gpd by adding a third submersible pump and other improvements to serve the Tract (the "Lift Station").
 - ii. **Funding.** The City will provide the Developer a cost estimate of the engineering and construction costs of the Lift Station Improvements, and upon presentation of such estimate, the Developer agrees to deposit with the City the funds due for design (including preliminary design, design, topographic survey, reimbursable expenses, and bid phase services) of the Lift Station Improvements. The City will be responsible for bidding the Lift Station Improvements in accordance with competitive bidding laws. Upon receipt and review of bids, the Developer will deposit the amount of the accepted bid plus 10% contingencies, the estimated cost for construction administration and inspection, construction staking, construction materials testing, and reimbursable expenses with the City. The Developer shall have the right to review all bids received for the construction of the Lift Station, approve award of the construction contract for the Lift

Station, and review and approve all pay estimates and change orders related thereto. The City will keep accurate records of Developer deposits and Lift Station costs and make such records available for Developer inspection upon request. Within 45 days of city acceptance of the Lift Station, the City shall perform a reconciliation and final accounting and reimburse the Developer any unpaid funds under the construction contract. In the event the City has expended more than the deposit amount, the Developer will reimburse the City for any excess cost. The City will hold \$3,000 in escrow to cover estimated cost for completion of the one-year warranty inspection. After completion of the one-year warranty and action by City Council to officially end the warranty period, the City shall perform a reconciliation and final accounting within 45 days and reimburse the Developer any unused funds or request additional funds.

- iii. **Timing.** The City is obligated to begin design of the Lift Station upon execution of this Agreement and begin construction of the Lift Station within eight months of execution of this Agreement. The Developer and the City understand that there are certain factors outside of both the Developers and City's control including, but not limited to, easement acquisition and approval for the crossing of the railroad that may cause delay. The Developer agrees to timely fund such design and construction. In the event that the City does not timely commence design and/or construction of the Lift Station in accordance with this Agreement, the City agrees that the Developer may design and construct the Lift Station to meet its development needs.
- d. **Impact Fees.** The Developer agrees to pay impact fees for water supply facilities and wastewater treatment facilities ("Impact Fees") in the amount as stated in the City's current adopted Impact Fees, or as may be amended from time to time. The Developer will be assessed and pay Impact Fees at final platting.
- e. **Drainage Facilities.** The Developer has submitted and received approval for a drainage study from the City. Any revisions to the drainage study must be submitted to the City for review and approval. All drainage and detention facilities must be designed and constructed in accordance with the City Code and any applicable Montgomery County standards. All onsite storm sewer systems will be designated as public facilities and accepted by the City upon completion. Any detention ponds will not be accepted by the City but owned and maintained by the Developer.

Section 2.2. Road Improvements. Any public road improvements constructed within the Tract, shall be constructed in accordance with the City Code and in accordance with the City's Major Thoroughfare Plan. The Developer will obtain any easements or rights-of-way

necessary for construction of public road improvements inside the boundaries of the Tract; however, to the extent additional easements or rights-of-way are necessary to construct public road improvements outside the boundaries of the Tract on land not owned by the Developer, the Developer is responsible for obtaining such easements or rights-of-way at no cost to the City. Once constructed, all public road improvements shall be dedicated to and accepted by the City for operation and maintenance. Developer is required to obtain approval from Montgomery County for the connection to Lone Star Parkway and comply with any requirements of Montgomery County that may include completion of a Traffic Impact Analysis and/or roadway improvements. Written approval from Montgomery County must be provided to the City prior to the commencement of construction.

Section 2.3. Oversizing. If the City requires portions of the Facilities to be constructed to a size larger than would be required pursuant to the City Code to serve the Tract, the City will pay or cause to be paid the incremental costs to construct such excess capacity in accordance with state law. Prior to award of any contract in which oversized Facilities will be built, the Developer will present the City with the bids and bid tabulations, and the City and the Developer must agree to the incremental costs based on such bid or the Developer is not required to oversize the Facilities. The City will pay its pro rata share of the oversized facilities upon award of the construction contract for such facilities.

Section 2.4. Parks and Recreational Facilities. The Developer shall design and construct all park and recreational facilities to serve the Tract in accordance with the City Code and any applicable Montgomery County standards. Any park and recreational facilities will not be accepted by the City but owned and maintained by the Developer.

Section 2.5. Development Regulations. Developer agrees that the variances for the development approved by the City Council on March 12, 2024 are the only variance requested and the Developer will follow all other City of Montgomery development regulations as they are written. .

ARTICLE III.

DEFAULT AND TERMINATION

Section 3.1. Material Breach of Agreement. It is the intention of the parties to this Agreement that the Tract be developed in accordance with the terms of this Agreement.

The parties acknowledge and agree that any substantial deviation by the Developer from the material terms of this Agreement would frustrate the intent of this Agreement, and, therefore, would be a material breach of this Agreement. A material breach of this Agreement by the Developer shall be deemed to have occurred in the event of failure of the Developer to comply with a provision of this Agreement or the City Code provisions applicable to the Tract.

In the event that a party to this Agreement believes that another party has, by act or omission, committed a material breach of this Agreement, the provisions of this Article III shall provide the remedies for such default.

Section 3.2. Notice of Developer's Default.

a. The City shall notify Developer in writing of an alleged failure by the Developer to comply with a provision of this Agreement, describing the alleged failure with reasonable particularity. Developer shall, within thirty (30) days after receipt of the notice or a longer period of time as the City may specify in the notice, either cure the alleged failure or, in a written response to the City, either present facts and arguments in refutation or excuse of the alleged failure or state that the alleged failure will be cured and set forth the method and time schedule for accomplishing the cure.

b. The City shall determine: (i) whether a failure to comply with a provision has occurred; (ii) whether the failure is excusable; and (iii) whether the failure has been cured or will be cured by Developer. The alleged defaulting party shall make available to the City, if requested, any records, documents or other information necessary to make the determination, except to the extent that such information is protected by attorney/client privilege.

c. If the City determines that the failure has not occurred, or that the failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the City, or that the failure is excusable, the determination shall conclude the investigation.

d. If the City determines that a failure to comply with a provision has occurred and that the failure is not excusable and has not been or will not be cured by Developer in a manner and in accordance with a schedule reasonably satisfactory to the City, then the City may pursue any and all remedies it has at law or equity.

Section 3.3. Notice of City's Default.

a. Developer shall notify the City in writing specifying any alleged failure by the City to comply with a provision of this Agreement, describing the alleged failure with reasonable particularity. The City shall, within thirty (30) days after receipt of the notice or the longer period of time as Developer may specify in the notice, either cure the alleged failure or, in a written response to Developer, either present facts and arguments in refutation or excuse of the alleged failure or state that the alleged failure will be cured and set forth the method and time schedule for accomplishing the cure.

b. Developer shall determine: (i) whether a failure to comply with a provision has occurred; (ii) whether the failure is excusable; and (iii) whether the failure has been cured or will be cured by the City. The City shall make available to the Developer, if requested, any records, documents or other information necessary to make the determination that are subject to the Public Information Act, Chapter 551, Texas Government Code.

c. If Developer determines that the failure has not occurred, or that the failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to Developer, or that the failure is excusable, the determination shall conclude the investigation.

d. If Developer determines a failure to comply with a provision has occurred and that the failure is not excusable and has not been or will not be cured by the City in a manner and in accordance with a schedule reasonably satisfactory to Developer, then Developer may pursue any and all remedies it has at law or equity.

Section 3.4. Remedies. In addition to all the rights and remedies provided under the laws of the State of Texas, because of the peculiar damage each party hereto might suffer by virtue of a default by another party, each party shall be entitled to the equitable remedy of specific performance or mandamus, as well as all other legal and equitable remedies available.

ARTICLE IV.

MISCELLANEOUS

Section 4.1. Sale of Tract; Assignability. Any agreement by Developer to sell the entirety or any portion of the Tract to a person intending to develop the tract or such portion thereof (a "Successor Developer," whether one or more) and any instrument of conveyance for the entirety or any portion of the Tract to such Successor Developer shall recite and incorporate this Agreement and provide that this Agreement be binding on such Successor Developer. This Agreement is not intended to be, and shall not be, binding on the ultimate purchasers of parcels out of the Tract. This Agreement is assignable upon written notice to the City; such notice of assignment shall be given within 30 days of an assignment and such notice shall include evidence that the assignee has assumed the obligations under this Agreement.

Section 4.2. Force Majeure. In the event a party is rendered unable, wholly or in part, by force majeure, to carry out any of its obligations under this Agreement, it is agreed that on such party's giving notice and full particulars of such force majeure in writing to the other parties as soon as possible after the occurrence of the cause relied upon, then the obligations of the party giving such notice, to the extent it is affected by force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided, but for no longer period. Such cause shall as far as possible be remedied with all reasonable dispatch.

The term "force majeure" as used herein shall include, but not be limited to, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy or of terrorism, war, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrests and restraints of governments and people, suspension of issuance of permits by environmental agencies outside the control of any party, explosions, breakage or damage to machinery or pipelines and any other incapacities of any party, whether similar to those enumerated or otherwise, and not within the control of the party claiming such inability, which by the exercise of due diligence and care such party could not have avoided.

Section 4.3. Law Governing. This Agreement shall be governed by the laws of the State of Texas, and no lawsuit shall be prosecuted on this Agreement except in a federal or state court of competent jurisdiction.

Section 4.4. No Additional Waiver Implied. No waiver or waivers of any breach or default (or any breaches or defaults) by any party hereto of any term, covenant, condition, or liability hereunder, or the performance by any party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

Section 4.5. Addresses and Notice. Unless otherwise provided in this Agreement, any notice, communication, request, reply, or advise (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made, or accepted by any party to another (except bills), must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is deposited. Notice given in any such other manner shall be effective when received by the party to be notified. For the purpose of notice, addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to the City, to:

City of Montgomery, Texas
101 Old Plantersville Road
Montgomery, TX 77535
Attention: City Administrator

With a copy to City attorney:

Johnson Petrov LLP
2929 Allen Parkway, Suite 3150
Houston, TX 77019
Attention: Alan P. Petrov

If to the Developer, to:

Taylor Morrison Development of Texas, Inc.
Attn: Charles W. Enochs, President
4900 N. Scottsdale Rd Ste 2000
Scottsdale, AZ 85251

With a copy to:

Attention: _____

The parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify any other address by at least fifteen (15) days' written notice to the other parties.

Section 4.6. Merger and Modification. This Agreement, including the exhibits that are attached hereto and incorporated herein for all purposes, embodies the entire agreement between the parties relative to the subject hereof. This Agreement shall be subject to change or modification only with the mutual written consent of all the parties.

Section 4.7. Severability. The provisions of this Agreement are severable, and if any part of this Agreement or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of part of this Agreement to other persons or circumstances shall not be affected thereby.

Section 4.8. Benefits of Agreement. This Agreement is for the benefit of the City and Developer, and shall not be construed to confer any benefit on any other person except as expressly provided for herein.

Section 4.9. Recordation. The City shall record this Agreement and any amendments thereof in the deed records of Montgomery County. In addition, any assignments of this Agreement shall be recorded in the deed records of Montgomery County. This Agreement, when recorded, shall be a covenant running with the land and binding upon the Tract, the parties and their assignees during the term of this Agreement. However, this Agreement shall not be binding upon and shall not constitute any encumbrance to title as to any purchaser of a tract or lot within the Tract who does not intend to resell, subdivide or develop the tract or lot in the ordinary course of business.

Section 4.10. Term. This Agreement shall be in force and effect from the Effective Date and continue for a term of thirty (30) years unless otherwise previously terminated pursuant to some term or condition of this Agreement or by express written agreement by the City and Developer. Upon expiration of thirty (30) years from the Effective Date of this Agreement, this Agreement may be extended upon mutual consent of the Developer and the City.

Section 4.11. Authority for Execution. The City hereby certifies, represents and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the City Code. The Developer hereby certifies, represents and warrants that the execution

of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreement of such entity.

(Signature Pages to Follow)

DRAFT

Executed by the Developer and the City to be effective on the Effective Date.

Taylor Morrison of Texas, Inc., a Texas corporation

By: _____

Name: Richard Bautista

Title: Vice-President _____

STATE OF TEXAS

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§

COUNTY OF MONTGOMERY

This instrument was acknowledged before me this _____ day of _____, 2024, by Richard Bautista, Vice-President of Taylor Morrison of Texas, Inc., a Texas corporation, on behalf of said entity.

Notary Public, State of Texas

(NOTARY SEAL)

CITY OF MONTGOMERY, TEXAS

Sara Countryman, Mayor

ATTEST:

Title: _____

STATE OF TEXAS

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§

COUNTY OF MONTGOMERY

This instrument was acknowledged before me this _____ day of _____, 2024, by Sara Countryman, Mayor, City of Montgomery, Texas, on behalf of said City.

Notary Public, State of Texas

(NOTARY SEAL)

EXHIBIT "A"
METES AND BOUNDS



January 3, 2024

BEING 56.673 ACRES OF LAND IN THE JOHN CORNER SURVEY, A-8, MONTGOMERY COUNTY, TEXAS, SAID 56.673 ACRES BEING THE SAME TRACT OF LAND OF LAND CALLED 56.711 ACRES AS CONVEYED TO SPEEDY ANGELS L.L.C, DEED OF WHICH IS RECORDED UNDER COUNTY CLERK'S FILE NUMBER 2021-099784, MONTGOMERY COUNTY REAL PROPERTY RECORDS, SAID 56.673 ACRES BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING at a 5/8" iron rod found with a cap stamped " Glezman " in the North Right of Way line of Lone Star Parkway, (175' wide, C.C.F.N. 2004-134115, M.C.R.P.R.) for the Southwest corner of the Alan C. Thorell 3.5819 acre tract of land, deed of which is recorded under County Clerk's File Number 2017-027089, Montgomery County Real Property Records and being the Southeast corner of the herein described tract;

THENCE in a Northwesterly direction, with the North line of Lone Star Parkway along a curve to the left having a radius of 2,150.00, a central angle of 10° 39' 02", an arc length of 399.85 feet, chord bears N. 87° 32' 34" W., 399.08 feet to a 5/8" iron rod found for the end of curve;

THENCE S. 80° 16' 35" W., continuing with the North line of Lone Star Parkway for a distance of 105.10 feet to a 5/8" iron rod found with a yellow cap for the beginning of a curve to the left;

THENCE in a Southwesterly direction continuing with the North line of Lone Star parkway, along said curve to the left having a radius of 2,140.00 feet, a central angle of 08° 17' 53" an arc length of 309.93 feet, chord bears S. 80° 12' 21" W., 309.66 feet to a 5/8" iron rod found for the end of curve;

THENCE S. 75° 55' 42" W., continuing with the North line of Lone Star Parkway for a distance of 44.09 feet to a 5/8" iron rod found with a cap stamped " Glezman " for the Southwest corner of the herein described tract, the Southeast corner of the Shadow Creek Estates, Ltd; 19.5939 acre tract, deed of which is recorded under County Clerk's File Number 2017-090881, Montgomery County Real Property Records;

THENCE N. 13° 56' 38" W., leaving the North line of Lone Star Parkway, along the East line of the said 19.5939 acre tract for a distance of 631.38 feet to a 5/8" iron rod set with a cap stamped " Jeff Moon RPLS 4639 " for corner;

THENCE N. 03° 32' 31" W., continuing along said East line for a distance of 568.53 feet to a 5/8" iron rod found for the Northeast corner of the said 19.5939 acre tract, the Southeast corner of Lot 12, Buffalo Crossing, a Subdivision, map of which is recorded in Cabinet Z, Sheet 1642, Montgomery County Map Records;

THENCE N. 27° 56' 22" E., along the East line of Buffalo Crossing for a distance of 659.88 feet to a 5/8" iron rod found with a cap stamped "Town & Country" ;

THENCE N. 00° 12' 04" W., continuing along said East line f, passing at 73.56 feet a 60d nail found for reference in a wood bulkhead and continuing in all for a distance of 100.04 feet to the Northeast corner of Buffalo Crossing, the Northwest corner of the herein described tract, in the South line of Unrestricted Reserve "F", Amending Plat of Waterstone on Lake Conroe, Section 1, a Subdivision, map of which is recorded in Cabinet Z, Sheet 1356, Montgomery County Map Records;

THENCE S. 89° 47' 03" E., along the above mentioned South line for a distance of 372.87 feet to a point for corner in water;

THENCE N. 75° 17' 26" E., continuing along said South line for a distance of 457.41 feet to a point for corner in water;

THENCE N. 83° 09' 48" E., continuing along said South line for a distance of 294.06 feet to a point for corner in water;

THENCE S. 54° 32' 13" E., continuing along said South line, passing at 106.74 feet the Southeast corner of Waterstone on Lake Conroe, the Westerly corner of the residual of the Waterstone on Lake Conroe 155.2494 acre tract, deed of which is recorded under County Clerk's File Number 2008-023660, Montgomery County Real Property Records and continuing in all along a Southwesterly line of the said 155.2494 acre tract for a distance of 181.76 feet to a point for corner in water;

THENCE N. 69° 37' 08" E., continuing along the above mentioned line for a distance of 50.61 feet to a point for corner in water;

THENCE S. 40° 33' 44" E., continuing along the above mentioned line for a distance of 80.92 feet to a 5/8" iron rod set with a cap stamped "Jeff Moon RPLS 4639" for the North corner of Lot 13, Block 1, Grandview, Section 2, a Subdivision, map of which is recorded in Cabinet Z, Sheet 280, Montgomery County Map Records, from whence the most Northeasterly corner of the said 56.711 acre tract bears S. 40° 33' 44" E., 30.03 feet;

THENCE S. 72° 16' 20" W., leaving the above mentioned line, along the North line of said Lot 13 for distance of 102.93 feet to a point for corner in water;

THENCE S. 23° 26' 22" W., along the West line of said Grandview for a distance of 139.90 feet to a 5/8" iron rod found with a cap stamped "Glezman" ;

THENCE S. 05° 19' 30" W., continuing along the West line of Grandview for a distance of 176.94 feet to a 5/8" iron rod set with a cap stamped "Jeff Moon RPLS 4639" ;

THENCE S. 14° 33' 43" W., continuing along the West line of Grandview for a distance of 170.96 feet to a 5/8" iron rod found with a cap stamped " Glezman ";

THENCE S. 26° 26' 55" E., continuing along the West line of Grandview for a distance of 90.60 feet to a 5/8" iron rod found with a cap stamped " Glezman ";

THENCE S. 05° 51' 20" E., continuing along the West line of Grandview for a distance of 127.60 feet to a 5/8" iron rod found with a cap stamped " Glezman "

THENCE S. 10° 59' 35" W., continuing along the West line of Grandview for a distance of 147.74 feet to a 5/8" iron rod set with a cap stamped " Jeff Moon RPLS 4639 "

THENCE S. 40° 12' 16" E., continuing along the West line of Grandview for a distance of 113.86 feet to a 5/8" iron rod set with a cap stamped " Jeff Moon RPLS 4639 "

THENCE S. 24° 47' 52" E., continuing along the West line of Grandview for a distance of 175.51 feet to a 5/8" iron rod found;


THENCE S. 29° 04' 32" E., continuing along the West line of Grandview for a distance of 31.61 feet to a 5/8" iron rod found;

THENCE . S. 03° 56' 48" E., continuing along the West line of Grandview for a distance of 348.15 feet to a 5/8" iron rod found with a cap stamped " Glezman " in the West line of Lot 3, Grandview for the Lower Northeast corner of the herein described tract, the Northeast corner of the said 3.5819 acre tract;

THENCE N. 74° 43' 49" W., along the North line of the 3.5819 acre tract for a distance of 494.19 feet to a 5/8" iron rod found with a cap stamped " Glezman " for it's Northwest corner, an inside corner of the herein described tract;

THENCE S. 15° 18' 17" W., along the West line of the 3.5819 acre tract for a distance of 324.88 feet to the POINT OF BEGINNING and containing in all 56.673 acres of land.

This description is based upon a drawing as prepared by Jeffrey Moon and Associates, Inc; dated January 3, 2024. Bearings and coordinates are based upon the Texas State Plane Coordinate System, NAD '83, Central Zone.


Jeffrey Moon
Registered Professional
Land Surveyor No. 4639
T.B.P.E.L.S. No. 10112200



