

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS TO VOLUNTARILY ANNEX BY REQUEST OF THE PROPERTY OWNER APPROXIMATELY 33.012 ACRE TRACT OF LAND SITUATED IN THE JOHN CORNER SURVEY, ABSTRACT NO. 8, MONTGOMERY COUNTY, TEXAS, BEING ALL OF THAT CERTAIN CALLED 33.014 ACRE TRACT DESCRIBED IN INSTRUMENT TO BLACKLINE PROPERTIES, LLC – STEWART SERIES, RECORDED IN CLERK'S FILE NO. 2014121541 OF THE OFFICIAL PUBLIC RECORDS OF MONTGOMERY COUNTY, TEXAS (O.P.R.M.C.T.), SAID TRACT BEING FORMERLY KNOWN AS STEWART CREEK FARMS, SECTION 1, REPLAT, AS SHOWN ON THE MAP OR PLAT, RECORDED IN CABINET Z, SHEET 1, OF THE MAP RECORDS OF MONTGOMERY COUNTY, TEXAS (M.R.M.C.T.), SAID MAP OR PLAT DECLARED AS CANCELED AND THE LAND WITHIN THE BOUNDARIES OF SAID MAP OR PLAT HAVING BEEN REESTABLISHED AS AN ACREAGE TRACT BY INSTRUMENT RECORDED IN CLERK'S FILE NO. 2008027757, O.P.R.M.C.T., INTO THE INCORPORATED MUNICIPAL BOUNDARIES OF THE CITY OF MONTGOMERY, TEXAS INCLUDING THE FOLLOWING: FINDINGS OF FACTS, EFFECTIVE DATE; REPEALER; SEVERABILITY; AND PROPER NOTICE AND MEETING.

WHEREAS, the City of Montgomery, Texas ("City") is a Type-A, General Law municipality located in Montgomery County, Texas with the rights and privileges thereto; and

WHEREAS, Section 43.0671 of the Texas Local Government Code authorizes a Type-A general law municipality to extend the boundaries of the municipality and annex an area adjacent to the municipality by petition of area landowner in accordance with the procedural rules prescribed by Texas Local Government Code Chapter 43; and

WHEREAS, the City received a written petition requesting the voluntary annexation of the area described in Exhibit A, on April 29, 2022; and

WHEREAS, the area identified in Exhibit A, is part of the John Corner Survey, Abstract No. 8, Montgomery County, Texas, and adjacent and contiguous to the City limits; and

WHEREAS, the City Council of the City of Montgomery, Texas ("City Council") has conducted the required public hearing, held on October 25, 2022, regarding annexation of the area and has provided all required notices within the timeframes established under Chapter 43 of the Texas Local Government Code; and

WHEREAS, the City has entered into a municipal service annexation agreement for the area to be annexed in accordance with Section 43.0672 of the Texas Local Government Code providing for agreed upon municipal services; and

WHEREAS, the City Council deems it to be in the best interest of the citizens of the City to annex said territory into the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MONTGOMERY, TEXAS:

Section 1. Findings of Fact. All of the matters and facts set out in the preamble hereof are true and correct and are adopted as findings of the City Council.

Section 2. Annexation of Territory. The property in the area described in Exhibit A, which are attached hereto and incorporated herein for all purposes, is hereby annexed and brought into the municipal boundaries (i.e., corporate limits) of the City of Montgomery, and is made an integral part, hereof. The official map and boundaries of the City of Montgomery are hereby amended and revised so as to include the area annexed, and to reflect the expansion of the City's corporate limits resulting from such annexation. A municipal service agreement was entered into between the City and the property owner with the applicable provisions of state law pertaining to annexation. The owners and inhabitants of the area herein annexed are entitled to all of the rights and privileges of other citizens of the City of Montgomery and are hereby bound by all acts, ordinances and other legal actions now in full force and effect and those that may be hereafter adopted or enacted.

Section 3. Effective Date. This Ordinance is effective and the annexation achieved herein shall be final and complete upon adoption of this Ordinance on the date set forth below.

Section 4. Filing. The City Secretary is hereby instructed to include this Ordinance in the records of the City. The City Secretary is hereby instructed to have prepared maps depicting the new municipal boundaries and extraterritorial jurisdiction. The City Secretary is hereby instructed to file a certified copy of this Ordinance with the Montgomery County Clerk. The City Secretary is hereby instructed to submit by certified mail a certified copy of the annexation ordinance a map of the entire city that shows the change in boundaries, with the annexed portion clearly distinguished, resulting from the annexation, to the Texas Comptroller's Office.

Section 5. Proper Notice and Meeting. The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Texas Government Code, Chapter 551 and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 6. Severability. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance are severable, and if any phrase, clause sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, and the remainder of this Ordinance shall be enforced as written.

PASSED AND APPROVED this _____ day of October 2022, by a vote ____ (ayes) to ____ (nays) to _____ (abstentions) of the City Council of the City of Montgomery, Texas.

CITY OF MONTGOMERY:

BYRON SANFORD, Mayor

APPROVED:

ALAN P. PETROV, Attorney

ATTEST:

NICOLA BROWE, City Secretary

EXHIBIT "A"

METES AND BOUNDS

FIELD NOTE DESCRIPTION

33.012 ACRES

IN THE JOHN CORNER SURVEY, ABSTRACT NO. 8
MONTGOMERY COUNTY, TEXAS

BEING a 33.012 acre tract of land situated in the John Corner Survey, Abstract No. 8, Montgomery County, Texas, being all of that certain called 33.014 acre tract described in instrument to Blackline Properties, LLC - Stewart Series, recorded in Clerk's File No. 2014121541 of the Official Public Records of Montgomery County, Texas (O.P.R.M.C.T.), said tract being formerly known as Stewart Creek Farms, Section 1, Replat, as shown on the map or plat, recorded in Cabinet Z, Sheet 1, of the Map Records of Montgomery County, Texas (M.R.M.C.T.), said map or plat declared as canceled and the land within the boundaries of said map or plat having been reestablished as an acreage tract by instrument recorded in Clerk's File No. 2008027757, O.P.R.M.C.T., said 33.012 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a ½ inch iron rod with cap stamped "TPS 100834-00" found in the northwesterly right-of-way of Stewart Creek Road (80' width), for the common easterly corner of said 33.014 acre tract and Pizza Shack Montgomery, as shown on the map or plat thereof, recorded in Cabinet Z, Sheet 4068 of the Map Records of Montgomery County, Texas, M.R.M.C.T., being the southeasterly corner of the herein described 33.012 acre tract;

THENCE North 79°38'17" West, with the common line of said 33.012 acre tract and said Pizza Shack Montgomery, at a distance of 573.20 feet, pass a 5/8 inch iron rod found for reference, in all, a total distance of 623.20 feet, to a calculated point in the approximate centerline of Stewart Creek, in the easterly line of Montgomery First, as shown on the map or plat thereof, recorded in Cabinet Z, Sheet 4633, M.R.M.C.T., being the southwestery corner of the herein described 33.012 acre tract;

THENCE with the common line of said 33.014 acre tract and said Montgomery First, and with the meander of said Stewart Creek, the following six (6) courses and distances:

- 1) North 27°37'17" West, 14.48 feet to a calculated point;
- 2) North 23°12'19" West, 29.35 feet to a calculated point;
- 3) North 33°34'44" East, 48.71 feet to a calculated point;
- 4) North 60°22'16" East, 26.16 feet to a calculated point;
- 5) South 81°09'46" East, 28.16 feet to a calculated point;
- 6) North 68°48'45" East, 54.23 feet to a calculated point;

THENCE North 27°45'12" East, 52.77 feet, departed said approximate centerline, and continuing with said common line, to a calculated point for a common corner of said 33.014 acre tract and said Montgomery First, being an interior corner of the herein described 33.012 acre tract;

THENCE North 24°18'40" West, 38.60 feet, continuing with said common line, to a calculated point in said approximate centerline, for a common corner of said 33.014 acre tract and said Montgomery First, being an interior corner of the herein described 33.012 acre tract;

THENCE with the easterly line of said Montgomery First, the easterly line of Estates of Mia Lago, Section 1, as shown on the map or plat thereof, recorded in Cabinet Z, Sheet 1130, M.R.M.C.T., and the

southeasterly line of a called 145.0997 acre tract described in instrument to Estates of Mia Lago, LTD., recorded in Clerk's File No. 2007027108, O.P.R.M.C.T., common to the westerly line of said 33.014 acre tract, and with the meander of said Stewart Creek, the following fifty-five (55) courses and distances:

- 1) North 56°59'56" West, 12.63 feet, to a calculated point;
- 2) North 36°11'39" West, 35.35 feet, to a calculated point;
- 3) North 36°36'23" West, 29.64 feet, to a calculated point;
- 4) North 09°14'43" East, 32.17 feet, to a calculated point;
- 5) North 32°16'00" West, 39.73 feet, to a calculated point;
- 6) North 20°15'46" West, 80.58 feet, to a calculated point;
- 7) North 26°23'26" West, 28.71 feet, to a calculated point;
- 8) North 46°39'04" West, 27.15 feet, to a calculated point;
- 9) North 31°17'16" West, 48.19 feet, to a calculated point;
- 10) North 31°03'06" West, 29.87 feet, to a calculated point;
- 11) North 25°12'48" West, 46.82 feet, to a calculated point;
- 12) North 34°38'53" East, 42.98 feet, to a calculated point;
- 13) North 44°25'09" East, 25.13 feet, to a calculated point;
- 14) North 20°03'21" West, 44.34 feet, to a calculated point;
- 15) North 27°28'59" West, 33.19 feet, to a calculated point;
- 16) North 17°51'17" West, 33.34 feet, to a calculated point;
- 17) North 53°44'49" West, 43.76 feet, to a calculated point;
- 18) North 48°15'05" West, 80.52 feet, to a calculated point;
- 19) North 17°25'55" West, 25.27 feet, to a calculated point;
- 20) North 30°35'20" East, 24.23 feet, to a calculated point;
- 21) North 66°28'48" East, 49.89 feet, to a calculated point;
- 22) North 20°48'49" East, 56.36 feet, to a calculated point;
- 23) North 36°42'40" West, 35.74 feet, to a calculated point;
- 24) North 03°27'08" West, 40.39 feet, to a calculated point;
- 25) North 24°53'50" East, 19.68 feet, to a calculated point;
- 26) North 56°11'55" East, 57.26 feet, to a calculated point;
- 27) North 57°14'40" East, 87.66 feet, to a calculated point;
- 28) North 04°00'25" East, 29.91 feet, to a calculated point;
- 29) North 14°11'06" West, 44.87 feet, to a calculated point;
- 30) North 08°19'55" West, 43.52 feet, to a calculated point;
- 31) North 17°05'56" East, 68.85 feet, to a calculated point;
- 32) North 29°47'43" East, 65.09 feet, to a calculated point;
- 33) North 39°41'36" East, 59.61 feet, to a calculated point;
- 34) North 53°22'27" East, 39.07 feet, to a calculated point;
- 35) North 67°44'03" East, 41.04 feet, to a calculated point;
- 36) North 48°22'27" East, 32.57 feet, to a calculated point;
- 37) North 13°08'02" East, 20.05 feet, to a calculated point;
- 38) North 02°40'52" West, 33.51 feet, to a calculated point;
- 39) North 19°00'23" West, 35.41 feet, to a calculated point;
- 40) North 22°19'54" West, 37.10 feet, to a calculated point;
- 41) North 19°15'45" West, 52.68 feet, to a calculated point;
- 42) North 21°48'41" East, 44.20 feet, to a calculated point;
- 43) North 37°40'50" East, 27.31 feet, to a calculated point;
- 44) North 84°35'26" East, 57.88 feet, to a calculated point;
- 45) North 50°14'38" East, 42.47 feet, to a calculated point;
- 46) North 48°07'08" East, 46.85 feet, to a calculated point;

- 47) North 73°22'57" East, 46.92 feet, to a calculated point;
- 48) North 88°00'57" East, 48.25 feet, to a calculated point;
- 49) South 66°12'21" East, 29.91 feet, to a calculated point;
- 50) South 67°10'34" East, 29.64 feet, to a calculated point;
- 51) North 71°08'18" East, 31.91 feet, to a calculated point;
- 52) North 36°12'25" East, 56.30 feet, to a calculated point;
- 53) North 30°08'03" East, 38.64 feet, to a calculated point;
- 54) North 41°38'14" East, 70.47 feet, to a calculated point;
- 55) North 54°31'31" East, 10.78 feet, to a calculated point for a common corner of said 33.014 acre tract and said 145.0997 acre tract, being the most northerly corner of the herein described 33.012 acre tract;

THENCE South 46°27'41" East, leaving said approximate centerline, and continuing with the common line of said 33.014 acre tract and said 145.0997 acre tract, at a distance of 30.83 feet, pass a ½ inch iron rod with cap stamped "TPS 100834-00" found for reference, in all, a total distance of 346.11 feet to a 5/8 inch iron rod found in the westerly line of Montgomery I.S.D. New Elementary No. 1, as shown on the map or plat thereof, recorded in Cabinet V, Sheet 190, M.R.M.C.T., for the common easterly corner of said 33.014 acre tract and said 145.0997 acre tract, being the northeasterly corner of the herein described 33.012 acre tract;

THENCE South 02°59'42" East, 1,195.74 feet, with the common line of said 33.014 acre tract and said Montgomery I.S.D. New Elementary No. 1, to a 5/8 inch iron rod found in the arc of a curve to the left in the northerly right-of-way of the cul-de-sac of said Stewart Creek Road, for the common southerly corner of said 33.014 acre tract and said Montgomery I.S.D. New Elementary No. 1, being the easterly southeast corner of the herein described 33.012 acre tract;

THENCE in a southwesterly direction, 107.04 feet, with the southeasterly line of said 33.014 acre tract and with the arc of said curve to the left in the northerly right-of-way of the cul-de-sac of said Stewart Creek Road, having a radius of 80.00 feet, a central angle of 76°39'35", and a chord that bears South 39°34'57" West, 99.23 feet, to a 5/8 inch iron rod found for the point of reverse curvature;

THENCE in a southwesterly direction, 46.18 feet, continuing with the southeasterly line of said 33.014 acre tract and with the arc of said curve to the right in the northwesterly right-of-way of said Stewart Creek Road, having a radius of 70.00 feet, a central angle of 37°48'05", and a chord that bears South 20°17'53" West, 45.35 feet, to a 5/8 inch iron rod found for the point of reverse curvature;

THENCE in a southwesterly direction, 31.22 feet, continuing with the southeasterly line of said 33.014 acre tract and with the arc of said curve to the left in the northwesterly right-of-way of said Stewart Creek Road, having a radius of 540.00 feet, a central angle of 03°18'47", and a chord that bears South 37°32'27" West, 31.22 feet, to a 5/8 inch iron rod found for end of said curve;

THENCE South 35°53'03" West, 165.53 feet, continuing with the southeasterly line of said 33.014 acre tract and the northwesterly right-of-way of said Stewart Creek Road, to a 5/8 inch iron rod found for the beginning of a curve to the left;

THENCE in a southwesterly direction, 231.67 feet, continuing with the southeasterly line of said 33.014 acre tract and with the arc of said curve to the left in the northwesterly right-of-way of said Stewart Creek Road, having a radius of 500.00 feet, a central angle of 26°32'49", and a chord that bears South 22°32'22" West, 229.60 feet, to a 5/8 inch iron rod found for end of said curve;

THENCE South 09°24'36" West, 35.22 feet, continuing with the southeasterly line of said 33.014 acre tract

and the northwesterly right-of-way of said Stewart Creek Road, to the **PLACE OF BEGINNING**;

CONTAINING a computed area of 33.012 acres of land within this Field Note Description.

This Field Note Description was prepared from a survey performed on the ground on February 22, 2022 by Texas Professional Surveying, LLC., Registered Professional Land Surveyors and is referenced to Survey Drawing Project Number 23108.

Bearings recited hereon are based on GPS observations and are referenced to the North American Datum (NAD) 1983, Texas State Plane Coordinate System, Central Zone (4203).

**AGREEMENT REGARDING POST-ANNEXATION PROVISION OF SERVICES FOR
PROPERTY TO BE ANNEXED INTO THE CITY OF MONTGOMERY**

This Agreement Regarding Post-Annexation Provision of Services for Property to be Annexed into the City of Montgomery (the "Agreement") is entered into by and between the City of Montgomery, Texas, a municipal corporation (the "City"), and the undersigned property owner, HCR Ventures, Ltd., a Texas limited partnership ("HCR Ventures"), both of which may be referred to herein singularly as "Party" or collectively as the "Parties."

RECITALS

WHEREAS, upon the request of HCR Ventures, the City intends to institute annexation proceedings for an area of land described more fully hereinafter in **Exhibit A** and attached hereto (the "Subject Property"); and

WHEREAS, Section 43.0672, Loc. Gov't. Code, requires the Parties to enter into a written agreement identifying a list of public services to be provided to the Subject Property and a schedule for the provision of those services that are not otherwise provided on the effective date of the annexation; and

WHEREAS, this Agreement is being entered into by and between the Parties to comply with Texas Local Government Code, Chapter 43, Sub-Chapter C-3, Section 43.0672, prior to the City's consideration of an ordinance annexing the Subject Property, it being understood, acknowledged and agreed by the Parties that annexation of the Subject Property is a condition precedent to this Agreement becoming effective; and

WHEREAS, this Agreement shall be deemed effective on the effective date of an ordinance approved by the City annexing the Subject Property (the "Effective Date"); and

WHEREAS, the Subject Property is not included in the municipal annexation plan and is exempt from the requirements thereof; and

WHEREAS, infrastructure provided for in the Development Agreement between the City and HCR Ventures, Ltd. (the "Development Agreement"), incorporated herein by reference, is sufficient to service the Subject Property on the same terms and conditions as other similarly situated properties currently within the City limits to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by Chapter 43, Loc. Gov't. Code, to annex the Subject Property into the City;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

The following services and schedule represent the provision of services agreed to between HCR Ventures and the City establishing a program under which the City will provide municipal services to the Subject Property, as required by section 43.0672 of the Texas Local Government Code. The

services detailed herein will be provided at a level consistent with service levels provided to other similarly situated areas within the City.

The following services will be provided for the Subject Property on the Effective Date of annexation:

1) **General Municipal Services.** Pursuant to this Agreement, the following services shall be provided immediately from the Effective Date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City. Upon annexation, police protection will be provided to the subject property at a level consistent with the service to other areas of the City with similar population density and characteristics. The City's police services include neighborhood patrols, criminal investigations, crime prevention, community services and school programs.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by agreement between the City and the ESD's present personnel and equipment of the ESD fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present contract personnel and equipment of the ESD.

C. Solid waste collection services as follows:

Solid waste collection services as now being offered to the citizens of the City. The City provides residential solid waste collection services within the City limits for a fee under a contract between the City and private refuse collection operator. The residential solid waste collection services include garbage collection, recycling, bulky item collection and yard waste collection. Commercial solid waste collection services are also available. This service will be provided for a fee to any person within the Subject Property requesting the service after the Effective Date of annexation, provided that a privately owned solid waste management service provider is unavailable. If the Subject Property is already receiving service, the City may not prohibit solid waste collection by the privately owned solid waste management service provider, nor may the City offer solid waste collection services for a period of two (2) years following the Effective Date of the annexation unless a privately owned solid waste management service provider is or becomes unavailable, as established by Texas Local Government Code section 43.0661. If a landowner uses the services of a privately owned solid waste management service provider or services are available from a privately owned solid waste management service provider during the two (2) years following annexation, the City will not provide solid waste collection services to that landowner.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

- E. HCR Ventures shall design and construct all park and recreational facilities to serve the Subject Property in accordance with the City Code and any applicable Montgomery County standards. Any park and recreational facilities will not be accepted, owned, or maintained by the City.
- F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities. Municipal Court and General Administration services will also be available to property owners and residents in the Subject Property on the same basis those facilities are available to current City property owners and residents.
- G. Maintenance of other City facilities, buildings and service.
- H. Land use regulation as follows:

On the Effective Date of annexation, HCR Ventures agrees that the development of the Subject Property shall be in accordance with the City Code and the Development Agreement.

- 2) **Scheduled Municipal Services.** Due to the size and vacancy of the Subject Property, water service and maintenance, wastewater service and maintenance, and maintenance of streets and rights-of-way will be provided in accordance with the salient provisions of the Development Agreement.
- 3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the Effective Date of the annexation and in accordance with the Development Agreement.
- 4) **Term.** If not previously expired, this Agreement expires at the end of ten (10) years.
- 5) **Property Description.** The legal description of the Subject Property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Agreement is attached.
- 6) **Binding Effect/Authority.** This Agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns. Each Party further warrants that each signatory to this Agreement is legally authorized to bind the respective individual or entity for the purposes established herein.
- 7) **Choice of Law.** This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for any dispute shall lie exclusively in Montgomery County, Texas.
- 8) **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.
- 9) **Legal Construction.** If any provision in this Agreement is for any reason found to be unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this

Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

- 10) **Entire Agreement.** This Agreement contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed and cannot be varied except by written agreement of the Parties. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the Party to be charged.

[signature pages follow]

EXECUTED and AGREED to by the Parties this the ____ day of October, 2022.

ATTEST:

THE CITY OF MONTGOMERY, TEXAS

Nicola Browe, City Secretary

Byron Sanford, Mayor

HCR VENTURES, LTD.,
a Texas limited partnership

By: HCRV MANAGEMENT, LLC
a Texas limited liability company,
its general partner

By: _____
Name: H. Chris Richardson
Title: Manager

EXHIBIT "A"

METES AND BOUNDS

FIELD NOTE DESCRIPTION

33.012 ACRES

**IN THE JOHN CORNER SURVEY, ABSTRACT NO. 8
MONTGOMERY COUNTY, TEXAS**

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BEGINNING at a ½ inch iron rod with cap stamped "TPS 100834-00" found in the northwesterly right-of-way of Stewart Creek Road (80' width), for the common easterly corner of said 33.014 acre tract and Pizza Shack Montgomery, as shown on the map or plat thereof, recorded in Cabinet Z, Sheet 4068 of the Map Records of Montgomery County, Texas, M.R.M.C.T., being the southeasterly corner of the herein described 33.012 acre tract;

THENCE North 79°38'17" West, with the common line of said 33.012 acre tract and said Pizza Shack Montgomery, at a distance of 573.20 feet, pass a 5/8 inch iron rod found for reference, in all, a total distance of 623.20 feet, to a calculated point in the approximate centerline of Stewart Creek, in the easterly line of Montgomery First, as shown on the map or plat thereof, recorded in Cabinet Z, Sheet 4633, M.R.M.C.T., being the southwesterly corner of the herein described 33.012 acre tract;

THENCE with the common line of said 33.014 acre tract and said Montgomery First, and with the meander of said Stewart Creek, the following six (6) courses and distances:

- 1) North 27°37'17" West, 14.48 feet to a calculated point;
- 2) North 23°12'19" West, 29.35 feet to a calculated point;
- 3) North 33°34'44" East, 48.71 feet to a calculated point;
- 4) North 60°22'16" East, 26.16 feet to a calculated point;
- 5) South 81°09'46" East, 28.16 feet to a calculated point;
- 6) North 68°48'45" East, 54.23 feet to a calculated point;

THENCE North 27°45'12" East, 52.77 feet, departed said approximate centerline, and continuing with said common line, to a calculated point for a common corner of said 33.014 acre tract and said Montgomery First, being an interior corner of the herein described 33.012 acre tract;

THENCE North 24°18'40" West, 38.60 feet, continuing with said common line, to a calculated point in said approximate centerline, for a common corner of said 33.014 acre tract and said Montgomery First, being an interior corner of the herein described 33.012 acre tract;

THENCE with the easterly line of said Montgomery First, the easterly line of Estates of Mia Lago, Section 1, as shown on the map or plat thereof, recorded in Cabinet Z, Sheet 1130, M.R.M.C.T., and the

southeasterly line of a called 145.0997 acre tract described in instrument to Estates of Mia Lago, LTD., recorded in Clerk's File No. 2007027108, O.P.R.M.C.T., common to the westerly line of said 33.014 acre tract, and with the meander of said Stewart Creek, the following fifty-five (55) courses and distances:

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- 14) North 20°03'21" West, 44.34 feet, to a calculated point;
- 15) North 27°28'59" West, 33.19 feet, to a calculated point;
- 16) North 17°51'17" West, 33.34 feet, to a calculated point;
- 17) North 53°44'49" West, 43.76 feet, to a calculated point;
- 18) North 48°15'05" West, 80.52 feet, to a calculated point;
- 19) North 17°25'55" West, 25.27 feet, to a calculated point;
- 20) North 30°35'20" East, 24.23 feet, to a calculated point;
- 21) North 66°28'48" East, 49.89 feet, to a calculated point;
- 22) North 20°48'49" East, 56.36 feet, to a calculated point;
- 23) North 36°42'40" West, 35.74 feet, to a calculated point;
- 24) North 03°27'08" West, 40.39 feet, to a calculated point;
- 25) North 24°53'50" East, 19.68 feet, to a calculated point;
- 26) North 56°11'55" East, 57.26 feet, to a calculated point;
- 27) North 57°14'40" East, 87.66 feet, to a calculated point;
- 28) North 04°00'25" East, 29.91 feet, to a calculated point;
- 29) North 14°11'06" West, 44.87 feet, to a calculated point;
- 30) North 08°19'55" West, 43.52 feet, to a calculated point;
- 31) North 17°05'56" East, 68.85 feet, to a calculated point;
- 32) North 29°47'43" East, 65.09 feet, to a calculated point;
- 33) North 39°41'36" East, 59.61 feet, to a calculated point;
- 34) North 53°22'27" East, 39.07 feet, to a calculated point;
- 35) North 67°44'03" East, 41.04 feet, to a calculated point;
- 36) North 48°22'27" East, 32.57 feet, to a calculated point;
- 37) North 13°08'02" East, 20.05 feet, to a calculated point;
- 38) North 02°40'52" West, 33.51 feet, to a calculated point;
- 39) North 19°00'23" West, 35.41 feet, to a calculated point;
- 40) North 22°19'54" West, 37.10 feet, to a calculated point;
- 41) North 19°15'45" West, 52.68 feet, to a calculated point;
- 42) North 21°48'41" East, 44.20 feet, to a calculated point;
- 43) North 37°40'50" East, 27.31 feet, to a calculated point;
- 44) North 84°35'26" East, 57.88 feet, to a calculated point;
- 45) North 50°14'38" East, 42.47 feet, to a calculated point;
- 46) North 48°07'08" East, 46.85 feet, to a calculated point;

- 47) North 73°22'57" East, 46.92 feet, to a calculated point;
- 48) North 88°00'57" East, 48.25 feet, to a calculated point;
- 49) South 66°12'21" East, 29.91 feet, to a calculated point;
- 50) South 67°10'34" East, 29.64 feet, to a calculated point;
- 51) North 71°08'18" East, 31.91 feet, to a calculated point;
- 52) North 36°12'25" East, 56.30 feet, to a calculated point;
- 53) North 30°08'03" East, 38.64 feet, to a calculated point;
- 54) North 41°38'14" East, 70.47 feet, to a calculated point;
- 55) North 54°31'31" East, 10.78 feet, to a calculated point for a common corner of said 33.014 acre tract and said 145.0997 acre tract, being the most northerly corner of the herein described 33.012 acre tract;

THENCE South 46°27'41" East, leaving said approximate centerline, and continuing with the common line of said 33.014 acre tract and said 145.0997 acre tract, at a distance of 30.83 feet, pass a ½ inch iron rod with cap stamped "TPS 100834-00" found for reference, in all, a total distance of 346.11 feet to a 5/8 inch iron rod found in the westerly line of Montgomery I.S.D. New Elementary No. 1, as shown on the map or plat thereof, recorded in Cabinet V, Sheet 190, M.R.M.C.T., for the common easterly corner of said 33.014 acre tract and said 145.0997 acre tract, being the northeasterly corner of the herein described 33.012 acre tract;

THENCE South 02°59'42" East, 1,195.74 feet, with the common line of said 33.014 acre tract and said Montgomery I.S.D. New Elementary No. 1, to a 5/8 inch iron rod found in the arc of a curve to the left in the northerly right-of-way of the cul-de-sac of said Stewart Creek Road, for the common southerly corner of said 33.014 acre tract and said Montgomery I.S.D. New Elementary No. 1, being the easterly southeast corner of the herein described 33.012 acre tract;

THENCE in a southwesterly direction, 107.04 feet, with the southeasterly line of said 33.014 acre tract and with the arc of said curve to the left in the northerly right-of-way of the cul-de-sac of said Stewart Creek Road, having a radius of 80.00 feet, a central angle of 76°39'35", and a chord that bears South 39°34'57" West, 99.23 feet, to a 5/8 inch iron rod found for the point of reverse curvature;

THENCE in a southwesterly direction, 46.18 feet, continuing with the southeasterly line of said 33.014 acre tract and with the arc of said curve to the right in the northwesterly right-of-way of said Stewart Creek Road, having a radius of 70.00 feet, a central angle of 37°48'05", and a chord that bears South 20°17'53" West, 45.35 feet, to a 5/8 inch iron rod found for the point of reverse curvature;

THENCE in a southwesterly direction, 31.22 feet, continuing with the southeasterly line of said 33.014 acre tract and with the arc of said curve to the left in the northwesterly right-of-way of said Stewart Creek Road, having a radius of 540.00 feet, a central angle of 03°18'47", and a chord that bears South 37°32'27" West, 31.22 feet, to a 5/8 inch iron rod found for end of said curve;

THENCE South 35°53'03" West, 165.53 feet, continuing with the southeasterly line of said 33.014 acre tract and the northwesterly right-of-way of said Stewart Creek Road, to a 5/8 inch iron rod found for the beginning of a curve to the left;

THENCE in a southwesterly direction, 231.67 feet, continuing with the southeasterly line of said 33.014 acre tract and with the arc of said curve to the left in the northwesterly right-of-way of said Stewart Creek Road, having a radius of 500.00 feet, a central angle of 26°32'49", and a chord that bears South 22°32'22" West, 229.60 feet, to a 5/8 inch iron rod found for end of said curve;

THENCE South 09°24'36" West, 35.22 feet, continuing with the southeasterly line of said 33.014 acre tract

and the northwesterly right-of-way of said Stewart Creek Road, to the **PLACE OF BEGINNING**;

CONTAINING a computed area of 33.012 acres of land within this Field Note Description.

This Field Note Description was prepared from a survey performed on the ground on February 22, 2022 by Texas Professional Surveying, LLC., Registered Professional Land Surveyors and is referenced to Survey Drawing Project Number 23108.

Bearings recited hereon are based on GPS observations and are referenced to the North American Datum (NAD) 1983, Texas State Plane Coordinate System, Central Zone (4203).