

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

After Recording Return To:

City Manager
City of Wylie
300 Country Club Road
Wylie, Texas 75098

ANNEXATION SERVICE PLAN AGREEMENT

This SERVICE PLAN AGREEMENT ("Agreement") is made and entered into by and among the CITY OF WYLIE, TEXAS, a home-rule municipality ("Wylie"), and WYLIE 33 LLC, a Texas limited liability company ("Landowner"). Wylie and Landowner are each referred to herein as a "Party" or collectively as the "Parties."

WHEREAS, Landowner represents and warrants that Landowner is the sole owner of that certain tract of land consisting of 47.97 acres, situated in the Aaron West Survey, Abstract No. A0979, Tract Nos. 38, 39, 40, and 41, and the Geckler Addition, Lot 1, Block A, Collin County, Texas, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein for all purposes (the "Property" or "Annexed Area"); and

WHEREAS, pursuant to a Development Agreement (pending annexation) between Landowner and City ("Development Agreement") approved by the City Council on April 22, 2025 Landowner submitted to Wylie a voluntary request for annexation of the Property into the corporate limits of Wylie pursuant to Subchapter C-3 of Chapter 43 of the Texas Local Government Code; and

WHEREAS, Landowner acknowledges and agrees that in submitting the voluntary request for annexation of the Property, Landowner has fully investigated and is aware of the rights, duties and obligations that will apply to Landowner and its successors and assigns, as owner of the Property, in the event that the Wylie City Council adopts an ordinance annexing the Property into the corporate limits of Wylie (the "Annexation Ordinance"); and

WHEREAS, Landowner acknowledges and agrees that Wylie has complied or will comply with all requirements for the consideration of Landowner's request for annexation of the Property pursuant to Chapter 43 of the Texas Local Government Code, including holding a public hearing and providing the required public notices regarding the requested annexation; and

WHEREAS, Landowner acknowledges and agrees that the Property is eligible for annexation in all respects under Texas law; and

WHEREAS, the Parties desire to enter into this Agreement pursuant to Section 43.0672 of the Texas Local Government Code to memorialize their agreement regarding the services Wylie will provide to the Property provided that the Wylie City Council adopts the Annexation Ordinance; and

WHEREAS, Landowner acknowledges and agrees that this Agreement fully complies with Section 43.0672 of the Texas Local Government Code; and

WHEREAS, in accordance with Section 43.016 of the Texas Local Government Code, Landowner is advised of Wylie's offer to make a development agreement with Landowner under Section 212.172 of the Texas Local Government Code that would guarantee the continuation of the extraterritorial status of the Property and authorize the enforcement of all regulations and planning authority of Wylie that do not interfere with the use of the Property for agriculture, wildlife management or timber, and Landowner hereby declines the offer; and

WHEREAS, Wylie has investigated and determined that it would be advantageous and beneficial to Wylie and its citizens to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, Wylie and Landowner agree as follows:

1. **Incorporation of Recitals.** The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct, are incorporated into the body of this Agreement and are adopted as findings of Wylie and Landowner.
2. **Land Subject to Agreement.** The land that is subject to this Agreement is the Property. Landowner represents that he is the sole owner of the Property.
3. **Agreement Conditioned on Annexation.** This Agreement and the rights, duties and obligations herein are subject to and conditioned on the Wylie City Council adopting the Annexation Ordinance within ninety (90) days after the Effective Date (hereinafter defined) of this Agreement. In the event that the Wylie City Council does not adopt the Annexation Ordinance within ninety (90) days after the Effective Date of this Agreement, this Agreement shall not be effective and neither Party shall have any rights, duties or obligations of any kind under this Agreement. In the event Landowner argues or claims that a term, condition or provision of this Agreement or the Annexation Ordinance is invalid, illegal, void, unenforceable or unlawful, then Wylie has the option to terminate this Agreement, effective immediately.
4. **Agreed Service Plan.** Subject to the terms and conditions of this Agreement, the Parties agree that Wylie shall furnish or provide for the following municipal services to the Property after annexation at the following levels and in accordance with the following schedule:
 - (a) Police Services.
 - (i) Patrolling, responses to calls and other routine police services, within the limits of existing personnel and equipment and in a manner consistent with the methods of Wylie, will be provided in the Annexed Area on the effective date of the Annexation Ordinance.

- (ii) Upon ultimate development of the Annexed Area, the same level of police services will be provided to the Annexed Area as are furnished throughout Wylie at that time.
- (b) Fire Services.
 - (i) Fire protection and emergency ambulance services and equipment, within the limits of existing personnel and equipment and the limits of available water and distances from existing fire stations and in a manner consistent with the methods of Wylie, will be provided to the Annexed Area upon the effective date of the Annexation Ordinance.
 - (ii) Upon ultimate development of the Annexed Area, the same level of fire and emergency ambulance services will be provided to the Annexed Area as are furnished throughout Wylie at that time.
- (c) Environmental Health and Code Enforcement Services.
 - (i) Enforcement of Wylie's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within the Annexed Area within sixty (60) days of the effective date of the Annexation Ordinance. Wylie's environmental health ordinances and regulations will be enforced through the use of existing personnel.
 - (ii) Inspection services, including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with Wylie's codes, regulations and ordinances will be provided within sixty (60) days of the effective date of the Annexation Ordinance. Existing personnel will be used to provide such services.
 - (iii) Subject to the Development Agreement, Wylie's zoning, subdivision, sign and other ordinances shall be enforced in the Annexed Area beginning on the effective date of the Annexation Ordinance.
 - (iv) All inspection services furnished by Wylie but not mentioned above will be provided to the Annexed Area beginning within sixty (60) days of the effective date of the Annexation Ordinance.
 - (v) As development and construction commence in the Annexed Area, sufficient personnel will be provided to furnish the Annexed Area with the same level of environmental health and code enforcement services as are furnished throughout Wylie at that time.
- (d) Planning and Zoning Services. The planning and zoning jurisdiction of Wylie will

extend to the Annexed Area upon the effective date of the Annexation Ordinance. Wylie city planning will thereafter encompass the Annexed Area, and it shall be entitled to consideration for zoning in accordance with Wylie's Zoning Ordinance and Comprehensive Plan.

(e) Park and Recreation Services.

- (i) Inhabitants of the Annexed Area may utilize all existing park and recreational services, facilities and sites throughout Wylie beginning on the effective date of the Annexation Ordinance.
- (ii) Additional facilities and sites to serve the Annexed Area will be acquired, developed and maintained at locations and times provided by applicable plans, policies, programs and decisions of Wylie. The Annexed Area will be included in all future plans for providing parks and recreation services to Wylie.
- (iii) Existing parks, playgrounds, swimming pools and other recreational facilities within the Annexed Area shall, upon dedication to and acceptance by Wylie, be maintained and operated by Wylie, but not otherwise.

(f) Solid Waste Collection Services.

- (i) Solid waste collection services shall be provided to the Annexed Area in accordance with Wylie's existing policies, beginning on the effective date of the Annexation Ordinance.
- (ii) As development and construction commence in the Annexed Area and population density increases in the Annexed Area, solid waste collection services shall be provided to the Annexed Area in accordance with Wylie's policies regarding frequency, changes and the like as are existing at that time.

(g) Streets.

- (i) Wylie's existing policies with regard to street maintenance, applicable throughout Wylie, shall apply to the Annexed Area beginning on the effective date of the Annexation Ordinance. Unless a street within the Annexed Area has been constructed or is improved to Wylie's standards and specifications, such street will not be maintained by Wylie. Notwithstanding anything to the contrary herein, private streets within the Annexed Area shall remain private streets after annexation and Wylie and the Landowner agree that Wylie shall have no obligation to maintain, repair or improve the private streets or to pay the costs thereof.
- (ii) As development, improvement or construction of streets to Wylie's standards commences within the Annexed Area, the policies of Wylie with

regard to participation in the costs thereof, acceptance upon completion thereof and maintenance after completion thereof shall apply as such policies exist at that time.

- (iii) The same level of maintenance shall be provided to streets within the Annexed Area that are accepted by Wylie as is provided to streets throughout Wylie.
- (iv) Street lighting installed on streets improved to Wylie's standards and specifications shall be maintained by the appropriate franchise holder in accordance with existing Wylie policies.
- (h) Water Services. The Parties agree that the Annexed Area is within the certificate of convenience and necessity or service area of another water utility provider and therefore the City has no obligation to provide water services, to allow or make connections to or extensions of Wylie water facilities. Wylie shall have no liability or responsibility of any kind in connection with providing water services to the Annexed Area.
- (i) Sanitary Sewer Services.
 - (i) Connections to existing Wylie sanitary sewer mains for sanitary sewer service in the Annexed Area will be provided in accordance with existing Wylie policies. Upon connection, sanitary sewer service will be provided at rates established by Wylie ordinances for such service throughout Wylie.
 - (ii) Sanitary sewer mains and/or lift stations installed or improved to Wylie's standards that are located in dedicated easements, are within the Annexed Area and are connected to Wylie mains will be maintained by Wylie beginning on the effective date of the Annexation Ordinance.
 - (iii) As development and construction commence in the Annexed Area, Wylie sanitary sewer services will be extended in accordance with provisions of the Subdivision Ordinance and other applicable Wylie ordinances and regulations in effect at that time. Such extensions will be commenced within two and one-half (2½) years from the effective date of the Annexation Ordinance and substantially completed within four and one-half (4½) years after that date.
- (j) Miscellaneous.
 - (i) Any facility or building located within the Annexed Area and utilized by Wylie in providing services to the Annexed Area will be maintained by Wylie commencing on the date of use or on the effective date of the Annexation Ordinance, whichever occurs later.

- (ii) General municipal administration and administrative services of Wylie shall be available to the Annexed Area beginning on the effective date of the Annexation Ordinance.
 - (iii) Notwithstanding anything set forth above, this Service Plan does not require all municipal services be provided as set forth above if different characteristics of topography, land use and population density are considered a sufficient basis for providing different levels of service.
- 5. **Default.** If Wylie fails to comply with the terms and conditions of this Agreement and such failure is not cured within a reasonable period of time after Wylie receives written notice of such failure from Landowner, then Landowner may seek disannexation pursuant to Section 43.141 of the Texas Local Government Code as its sole and exclusive remedy; provided, however, that Landowner hereby waives and agrees not to demand or request any refunds of the amount of money collected by Wylie in property taxes and fees from landowners within any portion of the Annexed Area during the period that the area was a part of the Wylie city limits or any other refund, notwithstanding anything to the contrary in applicable state law. In no event shall Wylie be liable to Landowner or any other owner or inhabitant of the Annexed Area for any direct, indirect, incidental, special or consequential damages arising out of this Agreement or for the cost of procurement of substitute services.
- 6. **Covenant Running with the Land.** This Agreement shall be a covenant running with the land and Property and shall be binding on Landowner and Landowner's successors and assigns. The parties shall cause this Agreement to be filed in the Real Property Records of Collin County, Texas.
- 7. **Limitations of Agreement.** Wylie ordinances covering property taxes, utility rates, permit fees, inspection fees, tree mitigation fees, impact fees, development fees, tap fees, pro-rata fees and the like are not affected by this Agreement. Further, this Agreement does not waive or limit any of the obligations of Landowner to Wylie under any ordinance, whether now existing or in the future arising.
- 8. **Notices.** Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such Party a via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the Parties shall be as follows:

If to Wylie, addressed to it at:
City of Wylie
Attn: Brent Parker, City Manager
Wylie, Texas 75098

Telephone: (972) 516-6000
Email: brent.parker@wylietexas.gov

with a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.
Attention: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4044
Email: [REDACTED]

If to Landowner, addressed to him at:

WYLIE 33 LLC
Attn: Chris Swanson
P.O. Box 2590
Wylie, Texas 75098
Email: chris@firststephomes.com

9. **Release.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, LANDOWNER HEREBY RELEASES, WAIVES AND HOLDS HARMLESS WYLIE AND ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM ALL DAMAGES, INJURIES, CLAIMS, OBJECTIONS, LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS ARISING OUT OF OR RELATED TO WYLIE'S ANNEXATION OF THE PROPERTY, WYLIE'S CONSIDERATION OF ANNEXATION OF THE PROPERTY AND WYLIE'S ADOPTION OF THE ANNEXATION ORDINANCE. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.
10. **Vested Rights/Chapter 245 Waiver.** This Agreement shall confer no vested rights on the Property, or any portion thereof. Landowner acknowledges and agrees that this Agreement does not confer vested rights on the Property and does not provide to Wylie "fair notice" of any "project" as defined in Chapter 245 of the Texas Local Government Code. In addition, nothing contained in this Agreement shall constitute a "permit" or an application for a "permit" as defined in Chapter 245 of the Texas Local Government Code. TO THE EXTENT NOT IN CONFLICT WITH THE LAWS OF THE STATE OF TEXAS, LANDOWNER HEREBY RELEASES, REMISES, ACQUITS AND FOREVER DISCHARGES WYLIE AND ITS CITY COUNCIL MEMBERS, OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, ATTORNEYS AND CONTRACTORS, IN EACH OF THEIR INDIVIDUAL, CORPORATE AND GOVERNMENTAL CAPACITIES, FROM ALL CLAIMS, DEMANDS AND CAUSES OF ACTION AND/OR PROPOSED CLAIMS, DEMANDS AND CAUSES OF ACTION WHICH COULD HAVE BEEN ALLEGED RELATING TO OR ARISING OUT OF VESTED RIGHTS UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE OR OTHER LAW IN CONNECTION WITH THIS AGREEMENT, PROVIDED SUCH ACTUAL OR POTENTIAL CLAIMS, DEMANDS, OR CAUSES OF ACTION ARE CAUSED BY THE ANNEXATION OR ZONING OF THE PROPERTY AND PROVIDED THE CITY DISANNEXES THE PROPERTY UPON REQUEST OF THE OWNER PURSUANT TO THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

11. **Warranties/Representations.** All warranties, representations and covenants made by one Party to the other in this Agreement or in any certificate or other instrument delivered by one Party to the other under this Agreement shall be considered to have been relied upon by the other Party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either Party.
12. **Entire Agreement.** This Agreement and the Development Agreement contain the entire agreement of the Parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the Parties.
13. **Governing Law; Venue.** The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Collin County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.
14. **Consideration.** This Agreement is executed by the Parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
15. **Multiple Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other Party.
16. **Authority to Execute.** The individuals executing this Agreement on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his or her signature appears, that there are no other Parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the Effective Date (hereinafter defined). Landowner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and **Landowner covenants and agrees to indemnify, hold harmless, and defend Wylie and its Council members, officers, agents, representatives and employees against any and all claims asserted by any person claiming an ownership interest in the Property who has not signed the Agreement that arise in any way from Wylie's reliance on this Agreement.**
17. **Savings; Severability.** In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.

18. **Representations.** Each Party represents that it has carefully read this Agreement, knows the contents hereof, has consulted with an attorney of its choice regarding the meaning and effect hereof and is signing the same solely of its own judgment.
19. **No Third Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third party beneficiaries by entering into this Agreement.
20. **Immunity.** It is expressly understood and agreed that, in the execution and performance of this Agreement, Wylie has not waived, nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein.
21. **Miscellaneous Drafting Provisions.** This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

IN WITNESS WHEREOF, the Parties have executed this Agreement and caused this Agreement to be effective when all the Parties have signed it. The date this Agreement is signed by the last Party to sign it (as indicated by the date associated with that Party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

[Remainder of the page intentionally blank.]

CITY OF WYLIE, TEXAS,
a home-rule municipality

By: _____
Brent Parker, City Manager

Date: _____

Attested to by:

Stephanie Storm, City Secretary

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared **Brent Parker**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the City Manager and duly authorized representative of the **CITY OF WYLIE, TEXAS**, a home-rule municipality, and that he executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of the City of Wylie, Texas.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 2025.

Notary Public, State of Texas
My Commission Expires: _____

WYLIE 33 LLC,
a Texas limited liability company

By: _____

Name: _____

Date: _____

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; she acknowledged to me that she executed the same for the purposes and consideration therein stated and in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 2025.

Notary Public, State of Texas
My Commission Expires: _____

Exhibit A
LEGAL DESCRIPTION

Being a 47.97 acre tract of land out of the A. West Survey, Abstract No. 979 and the J. Shelby Survey, Abstract No. 819, situated in Collin County, Texas, being all of Lot 1, Block A of Geckler Addition, a subdivision of record in Volume 2015, Page 219 of the Plat Records of Collin County, Texas, also being all of a called 1.00 acre tract of land conveyed to Wylie 33, LLC by deed of record in Document Number 2024000159522 of the Official Public Records of Collin County, Texas, also being a portion of a called 14.2871 acre tract of land conveyed to Wylie 33, LLC by deed of record in Document Number 2022000133364 of said Official Public Records, and being all of a called 18.9418 acre tract of land conveyed to Wylie 33, LLC by deed of record in Document Number 2022000095993 of said Official Public Records, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set in the east right-of-way line of Farm-To-Market Road 544, being the southwest corner of a called 10.723 acre tract of land conveyed to Veritas Community Lutheran Church Academy by deed of record in Document Number 20210719001449460 of said Official Public Records, and being the westernmost northwest corner of said Lot 1;

THENCE, leaving the east right-of-way line of Farm-To-Market Road 544, along the east line of said 10.723 acre tract, being the common west line of said Lot 1, the following five (5) courses and distances:

S89°11'57"E, a distance of 40.40 feet to a 5/8 inch iron rod found;

N35°42'41"E, a distance of 138.60 feet to a 5/8 inch iron rod with yellow plastic cap stamped "RPLS 5430" found;

N42°42'42"E, a distance of 588.89 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;

N21°11'38"E, a distance of 140.67 feet to a wood fence corner post found;

N20°17'32"E, a distance of 360.92 feet to a mag nail set in Wheelis Road, being in the south line of a right-of-way dedication of record in Lake Trails of Bozman Farm, a subdivision of record in Cabinet P, Page 565 of said Plat Records, being the northeast corner of said 10.723 acre tract, and being the northernmost northwest corner of said Lot 1;

THENCE, S89°34'17"E, along Wheelis Road, along the south line of said right-of-way dedication of record, being the common north line of said Lot 1, a distance of 193.35

feet to a mag nail set in the west line of said 14.2871 acre tract, being the northernmost northeast corner of said Lot 1 and the southeast corner of said right-of-way dedication of record;

THENCE, S00°18'55"W, along the east line of said Lot 1, being the common west line of said 14.2871 acre tract, a distance of 19.91 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the westernmost southwest corner of said 14.2871 acre tract, being the northwest corner of said 18.9418 acre tract;

THENCE, N89°42'55"E, leaving the east line of said Lot 1, along the westernmost south line of said 14.2871 acre tract, being the common westernmost north line of said 18.9418 acre tract, a distance of 30.08 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the northernmost northeast corner of said 18.9418 acre tract, being an interior ell corner of said 14.2871 acre tract;

THENCE, S00°18'55"W, along the northernmost east line of said 18.9418 acre tract, being the common southernmost west line of said 14.2871 acre tract, a distance of 314.92 feet to a 60D nail found at the northwest corner of a called 0.995 acre tract of land conveyed to Bates Commercial Properties, LLC by deed of record in Document Number 2023000006505 of said Official Public Records, being a southwest corner of said 14.2871 acre tract;

THENCE, S00°47'34"W, continuing along the northernmost east line of said 18.9418 acre tract, being the common west line of said 0.995 acre tract, a distance of 110.51 feet to a point from which a 60D nail found bears N47°57'48"E, a distance of 0.55 feet, being the southwest corner of said 0.995 acre tract, and being an interior ell corner of said 18.9418 acre tract;

THENCE, N88°34'14"E, along the southernmost north line of said 18.9418 acre tract, in part being the common south line of said 0.995 acre tract, and in part being the common south lines of two called 1.00 acre tracts of land conveyed as Tract 1 and Tract 2 to Bates Commercial Properties, LLC by deed of record in Document Number 2023000006502 of said Official Public Records, a distance of 1,188.89 feet to a 1/2 inch iron rod found at the southernmost southwest corner of said 14.2871 acre tract, being the southeast corner of said Tract 2 to Bates Commercial Properties, LLC;

THENCE, N01°35'27"W, along the southernmost west line of said 14.2871 acre tract and the common east line of said Tract 2 to Bates Commercial Properties, LLC, passing at a distance of 110.35 feet a 5/8 inch iron rod found at the northeast corner of said Tract 2 to Bates Commercial Properties, LLC, being an interior ell corner of said 14.2871 acre tract, and continuing on said course over and across said 14.2871 acre tract a total distance of 124.52 feet to a 1/2 inch iron rod with green plastic cap stamped

"EAGLE SURVEYING" set in the south line of a called 1.500 acre tract of land conveyed to Maria G. Campusano and Alejo Campusano by deed of record in Document Number 20081224001450510 of said Official Public Records;

THENCE, N88°34'05"E, along the south line of said 1.500 acre tract, a distance of 121.51 feet to a metal fence post found at the southeast corner of said 1.500 acre tract;

THENCE, N02°43'33"W, along the east line of said 1.500 acre tract, a distance of 195.57 feet to a metal fence post found at the northeast corner of said 1.500 acre tract;

THENCE, N82°14'40"W, in part along the north line of said 1.500 acre tract and in part along the north line of a called 8.00 acre tract of land conveyed to Bates Commercial Properties, LLC by deed of record in Document Number 2023000006503 of said Official Public Records, a distance of 1,019.23 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the northernmost northwest corner of said 8.00 acre tract;

THENCE, along the irregular west line of said 8.00 acre tract, the following two (2) courses and distances:

S03°07'20"W, a distance of 139.99 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;

S73°54'20"W, a distance of 151.36 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the westernmost northwest corner of said 8.00 acre tract, being the northeast corner of a called 0.505 acre tract of land conveyed to Bates Commercial Properties, LLC by deed of record in Document Number 2023000006504 of said Official Public Records, and being the southeast corner of a tract of land conveyed to Jader Zapata and Evelyn Zapata by deed of record in Document Number 20080721000828180 of said Official Public Records;

THENCE, N04°06'10"W, along the east line of said Zapata tract, a distance of 141.00 feet to a wood fence post found at the northeast corner of said Zapata tract;

THENCE, S89°30'05"W, along the north line of said Zapata tract, a distance of 103.08 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the northwest corner of said Zapata tract;

THENCE, over and across said 14.2871 acre tract, the following two (2) courses and distances:

N39°35'25"W, a distance of 28.66 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;

N80°43'17"W, a distance of 28.66 feet to an "X" cut set in the northernmost west line of said 14.2871 acre tract, being the northeast corner of said right-of-way dedication of record in Lake Trails of Bozman Farm, and being the southeast corner of Lot 45 of said Block A of Lake Trails of Bozman Farm;

THENCE, N02°27'15"E, along the west line of said 14.2871 acre tract, being the common east lines of Lots 45 and 44 of said Block A of Lake Trails of Bozman Farm, a distance of 173.44 feet to a 5/8 inch iron rod found at the southwest corner of said 1.00 acre tract, being the westernmost northwest corner of said 14.2871 acre tract;

THENCE, N02°07'04"E, along the west line of said 1.00 acre tract, being the common east lines of Lots 44 and 43 of said Block A of Lake Trails of Bozman Farm, a distance of 109.91 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the northwest corner of said 1.00 acre tract, being the southwest corner of Lot 40 of said Block A of Lake Trails of Bozman Farm;

THENCE, S89°05'19"E, along the south lines of Lot 40 thru 21 of said Block A of Lake Trails of Bozman Farm, in part being the common north line of said 1.00 acre tract, and in part being the common north line of said 14.2871 acre tract, a distance of 1,578.94 feet to a 5/8 inch iron rod found at the northeast corner of said 14.2871 acre tract, being the southeast corner of said Lot 21, also being the southwest corner of Lot 14 of said Block A of Lake Trails of Bozman Farm, and being the northwest corner of a called 29.615 acre tract of land conveyed to Bozman Farm Estates Master Association, Inc. by deed of record in Document Number 20210624001281250 of said Official Public Records;

THENCE, along the west line of said 29.615 acre tract, in part being the common east line of said 14.2871 acre tract, and in part being the common east line of said 18.9418 acre tract, the following two (2) courses and distances:

S00°57'37"E, a distance of 693.12 feet to a 1/2 inch iron rod found at the southeast corner of said 14.2871 acre tract and the northeast corner of said 18.9418 acre tract;

S00°04'16"E, a distance of 546.73 feet to a 3/8 inch iron rod found in the north line of a called 14.85 acre tract of land conveyed to Muhammad Moin Farooqi by deed of record in Document Number 20150401000362990 of said Official Public Records, being the southwest corner of said 29.615 acre tract, and being the southeast corner of said 18.9418 acre tract;

THENCE, along the irregular south line of said 18.9418 acre tract, in part being the common north line of said 14.85 acre tract, and in part being the common east, north,

and west lines of a tract of land conveyed to Veta Lowayne Vaughn by deed of record in Document Number 20180411000444470 of said Official Public Records, the following four (4) courses and distances:

N88°20'57"W, a distance of 182.78 feet to a 3/8 inch iron rod found in the east line of said Vaughn tract, being the northwest corner of said 14.85 acre tract, and being an exterior ell corner of said 18.9418 acre tract;

N04°36'19"W, a distance of 11.70 feet to a 5/8 inch iron rod found at the northeast corner of said Vaughn tract, being an interior ell corner of said 18.9418 acre tract;

N89°22'17"W, a distance of 1,211.35 feet to a 3/8 inch iron rod found at the northwest corner of said Vaughn tract, being an interior ell corner of said 18.9418 acre tract;

S01°01'51"E, a distance of 12.14 feet to a 3/8 inch iron rod found at the easternmost northeast corner of said Lot 1, being an exterior ell corner of said 18.9418 acre tract;

THENCE, S00°09'51"E, continuing along the west line of said Vaughn tract, being the common east line of said Lot 1, a distance of 207.41 feet to a 5/8 inch iron rod found at the northeast corner of Lot 2, Block A of Liberty Private School Addition, a subdivision of record in Volume 2021, Page 705 of said Plat Records, being the southeast corner of said Lot 1;

THENCE, N89°46'49"W, leaving the west line of said Vaughn tract, along the south line of said Lot 1, being the common north lines of Lots 2 and 1R of said Block A of Liberty Private School Addition, a distance of 1,091.28 feet to a point in the east right-of-way line of Farm-To-Market Road 544, being the southwest corner of said Lot 1, from which a 1/2 inch iron rod with red plastic cap stamped "PJB" found bears N82°05'18"W, a distance of 0.72 feet;

THENCE, N03°55'24"W, along the east right-of-way line of Farm-To-Market Road 544, being the common west line of said Lot 1, a distance of 124.69 feet to the **POINT OF BEGINNING**, and containing an area of 47.97 acres (2,089,462 square feet) of land, more or less.