

EXHIBIT "C":

**MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF BRYAN, TEXAS AND
DODD FAMILY HOLDINGS LLC**

This Municipal Services Agreement ("Agreement") is entered into on 28th day of August, 202_ by and between the City of Bryan, a Texas home-rule municipal corporation ("City") and Dodd Family Holdings LLC ("Owner").

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement.

WHEREAS, Section 43.0671 of the Texas Local Government Code permits the City to annex an area if each owner of land in an area requests the annexation;

WHEREAS, Owner owns a certain parcel of land located generally south of the intersection of W. OSR and Fazzino Lane, which consists of approximately 162.6 acres of land in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit 1 attached and incorporated herein by reference ("Property");

WHEREAS, when the City elects to annex an area, Section 43.0672 of the Texas Local Government Code requires the City to first enter into a written agreement with the property owner that sets forth the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, City and Owner desire to set out the City services to be provided for the Property, subject to final approval of annexation by the Bryan City Council;

NOW, THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. PROPERTY. This Agreement is only applicable to the Property, more specifically described in Exhibit 1.

2. INTENT. It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

3. MUNICIPAL SERVICES. Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable City ordinances, rules, regulations and policies. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement:

a) **POLICE PROTECTION**

The City of Bryan, Texas and its Police Department will provide police protection to the newly annexed territory at the same or similar service now being provided to other areas of the City of

Bryan, Texas which exhibit land use and population densities similar to that of the newly annexed area. The City's adopted ordinances extend to the newly annexed area and are applied equally to all areas of the City based on the policy and wording of such ordinances. The average dispatch and delivery time, equipment dedication to service areas, and staffing requirements are comparable to the average provided to other areas of the City of Bryan, Texas which exhibit land use and population densities similar to that of the newly annexed area.

b) FIRE PROTECTION AND EMERGENCY MEDICAL SERVICE

The City of Bryan, Texas and its Fire Department will provide fire protection and ambulance service to the newly annexed territory at the same or similar level of service now being provided to other areas of the City of Bryan, Texas which exhibit land use and population densities similar to that of the newly annexed area. Furthermore, the City of Bryan Fire Department will respond to all dispatched calls (including emergency medical services) and other requests for service or assistance within the newly annexed area, the same as it would within other areas inside the City limits of Bryan. The City's adopted Fire Code shall extend to the newly annexed area and is equally applicable to all areas of the City.

City of Bryan public water lines are available for connection specifically to serve fire protection systems. Connections to City water systems must comply with Bryan Code of Ordinances Chapter 122, Utilities. This includes, but is not limited to, installation of a reduced pressure zoned device (RPZ) where applicable.

c) SOLID WASTE COLLECTION

The City of Bryan, Texas and its Environmental Services Department will provide solid waste collection and disposal service to the newly annexed territory at the same or similar level of service now being provided to other areas of the City of Bryan, Texas which exhibit land use and population densities similar to that of the newly annexed area. As a fee-for-service the providing of this service shall be applied to the newly annexed area on an equal basis to that provided to the average and typical comparable area of the City of Bryan, Texas which exhibit land use and population densities similar to that of the newly annexed area.

d) WATER DISTRIBUTION SERVICE

The subject property falls within Wellborn Special Utility District Certificate of Convenience and Necessity (CCN), therefore City of Bryan, Texas and its Water Services Department will not provide domestic water distribution service to the newly-annexed territory.

e) WASTEWATER SERVICE

The City of Bryan, Texas and its Water Services Department will provide wastewater service to the newly annexed territory at the same or similar level of service now being provided to other areas of the City of Bryan, Texas which exhibit land use and population densities similar to that of the newly annexed area. The comparable nature of any areas are at the discretion of the City of Bryan but are evaluated based on the characteristics of the newly annexed area on the date of annexation.

Existing City of Bryan sewer mains at their present locations shall be available for point-of-use connections, based on applicable utility extension polices and/or ordinances of the City of Bryan, now existing or as such policies and/or ordinances may be amended. The City of Bryan will assess the adequacy of existing systems for accommodating raw sewage and will determine the need to provide

centralized wastewater collection and treatment service to particular areas, along with lift stations or any other necessary capital improvements, pursuant to applicable policies and/or ordinances of the City of Bryan, now existing or as such policies and/or ordinances may be amended. As applied to all properties within the City, residents and/or developers will be responsible for costs to install sewer service to their property.

All sewer service facilities that may come under the City of Bryan's direct jurisdiction in the future, including new facilities which may be installed by developers of land within this newly annexed territory, will be operated, maintained, monitored and inspected pursuant to applicable policies and/or ordinances of the City of Bryan, now existing or as such policies and/or ordinances may be amended.

f) STORM WATER MANAGEMENT

City of Bryan regulations concerning storm water management will extend to the newly annexed territory, pursuant to applicable policies and/or ordinances of the City of Bryan, now existing or as such policies and/or ordinances may be amended, and in accordance with similarly situated properties within the City.

g) BUILDING SERVICES

The Development Services Department's responsibility for regulating building construction will extend to the newly annexed territory, pursuant to applicable policies and/or ordinances of the City of Bryan, now existing or as such policies and/or ordinances may be amended. This includes issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes which regulate building construction within the City of Bryan.

h) PLANNING AND DEVELOPMENT

The Development Services Department's responsibility for regulating development and land use through the administration of the City of Bryan Zoning Ordinance, Land and Site Development Ordinance and all other development-related ordinances will extend to the newly annexed territory. The newly annexed area will also continue to be regulated under the requirements of the City of Bryan Subdivision Ordinance.

i) ELECTRICITY SERVICE

Bryan Texas Utilities (BTU), a municipal electric utility, will provide electricity service to the newly annexed territory at the same or similar level of service now being provided to other areas of the City of Bryan, Texas which exhibit land use and population densities similar to that of the newly annexed area. As a fee-for-service the providing of this service shall be applied to the newly annexed area on an equal basis to that provided to the average and typical comparable area of the City of Bryan, Texas which exhibit land use and population densities similar to that of the newly annexed area.

j) ROADS, STREETS, ALLEYWAYS AND TRAFFIC ENGINEERING

Any and all roads, streets or alleyways in the newly annexed territory which have been dedicated to the public shall be maintained to the same degree and extent that other roads, streets and alleyways are maintained in areas of the City of Bryan, Texas with similar land use, population density and topography. Construction of new roads and streets is the responsibility of the

developer or property owner desiring them and must be designed and built in accordance with applicable City of Bryan codes and standards.

Municipal maintenance of properly dedicated roads, streets and alleyways (which may be installed by developers of land within this newly annexed territory) will be consistent with such maintenance provided by the City of Bryan to other roads, streets and alleyways in areas exhibiting land use, population densities and topography similar to that of the newly annexed area.

The City of Bryan Public Works Department will install traffic signs, street markings and other traffic control devices in the newly annexed area as the need is established by appropriate study, pursuant to applicable policies and/or ordinances of the City of Bryan, now existing or as such policies and/or ordinances may be amended.

The City of Bryan Public Works Department will install street name signs in the newly annexed area. Under current City of Bryan ordinances, developers are responsible for the cost of street name signs for new public and private streets.

Bryan Texas Utilities (BTU), a municipal electric utility, will install streetlights in accordance with the utility standards of BTU, pursuant to applicable policies and/or ordinances of the City of Bryan, now existing or as such policies and/or ordinances may be amended. Under current City of Bryan ordinances, developers are responsible for the cost of streetlights in new subdivisions.

k) **PARKS AND RECREATION**

The newly annexed territory does not include any known existing public parks, playgrounds or swimming pools which would come under the City of Bryan's jurisdiction as a result of annexation. Residents of the newly annexed territory may use any and all existing City of Bryan parks, playgrounds and recreational facilities and participate in any and all programs, events, activities and services of the City of Bryan Parks and Recreation Department. Expansion of recreational facilities and programs to the newly annexed territory would be governed by applicable policies and/or ordinances of the City of Bryan, now existing or as such policies and/or ordinances may be amended.

l) **MAINTAINING OTHER PUBLICLY-OWNED FACILITIES OR BUILDINGS**

The City of Bryan, Texas is not aware of the existence of any publicly-owned facility or building now located in the newly annexed territory. In the event any such publicly-owned facility or building does exist and are public facilities or buildings, the City of Bryan shall maintain such facilities or buildings to the same extent and degree that it maintains similar municipal facilities and buildings now incorporated in the City of Bryan, Texas.

4. AUTHORITY. City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the annexation of Property is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

5. SEVERABILITY. If any term or provision of this Agreement is held to be illegal, invalid, or unenforceable, the legality, validity, or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid, or unenforceable term or

provision, there shall be added automatically to this Agreement a legal, valid, or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid, or unenforceable.

6. INTERPRETATION. The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

7. GOVERNING LAW AND VENUE. Texas law governs all adversarial proceedings arising out of the subject matter of this Agreement. Venue shall be in the court of appropriate jurisdiction in Brazos County, Texas.

8. GOVERNMENTAL POWERS. It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

9. COUNTERPARTS. The Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

10. CAPTIONS. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

11. NO WAIVER. The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.


12. AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND. This Agreement is binding on and inures to the benefit of the parties, their successors and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.

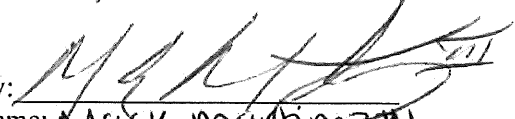
13. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement shall not be amended unless executed in writing by both parties.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

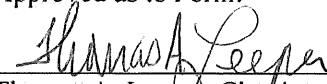
CITY OF BRYAN:

(OWNER):

for By: 
Kean Register, City Manager

By: 
Name: Marc Martinez
Title: General Counsel

Approved as to Form:


Thomas A. Leeper, City Attorney

Attest:

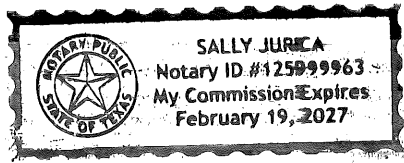
Melissa Brunner
Melissa Brunner
City Secretary



State of Texas
County of Brazos

This instrument was acknowledged before me on the 28 day of August, 2025, by Hugh R. Walker for Kean Register, City Manager of Bryan, a Texas municipal corporation, on behalf of said corporation.

By: [Signature]
Notary Public, State of Texas



State of Texas
County of Brazos

This instrument was acknowledged before me on the 21st day of August, 2025, by Maac Martinez III, of (Name, title), on behalf of said Doad Family Holdings name of company or individual, as applicable).

By: [Signature]
Notary Public, State of Texas



After Recording Return to:

City Secretary
City of Bryan
300 South Texas Avenue
Bryan, Texas 77803

EXHIBIT 1: METES AND BOUNDS DESCRIPTIONS OF PROPERTY TO BE ANNEXED INTO CITY LIMITS

Metes-and-bounds description of 37.95 acres of land proposed to be zoned IC-RS District

A FIELD NOTES DESCRIPTION OF 37.95 ACRES IN THE JAMES CURTIS JR LEAGUE SURVEY, ABSTRACT 12, IN BRAZOS COUNTY, TEXAS, BEING A PORTION OF A 162.6 ACRE TRACT OF LAND DESCRIBED IN A DEED TO DODD FAMILY HOLDINGS, LLC RECORDED IN VOLUME 18816, PAGE 136 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT); SAID 37.95 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with yellow plastic cap stamped 'KERR 4502' found in the north right-of-way line of State Highway 21 (right-of-way width varies), at the most southerly corner of said 162.6 acre tract and the east corner of a called 10.223 acre tract of land described in a deed to Steele Brook Minerals & Royalties Limited recorded in Volume 9900, Page 32 (OPRBCT);

THENCE, with the common line of said 162.6 acre tract and said 10.223 acre tract, **N 47° 06' 23" W**, for a distance of **727.08 feet** to a 1/2 inch iron rod with yellow plastic cap stamped 'STRONG RPLS 4961' found on the southeast side of OSR (Old San Antonio Road - a 120' wide right-of-way per TXDOT plans) at the north corner of said 10.223 acre tract, the west corner of said 162.6 acre tract and the west corner hereof;

THENCE, with the southeast line of OSR, same being the northwest line of said 162.6 acre tract, **N 41° 52' 43" E**, for a distance of **1,180.16 feet** to a 1/2 inch iron rod set (all rods set with blue plastic cap stamped 'KERR SURVEYING') for the northwest corner hereof, from which a 1/2 inch iron rod with yellow plastic cap stamped 'STRONG RPLS 4961' found bears **N 41° 52' 43" E**, a distance of **1,047.94 feet**;

THENCE, through said 162.6 acre tract, the following eight (8) courses and distances:

- 1) with a curve to the left, having a radius of **690.00 feet**, an arc length of **673.01 feet**, a delta angle of **55° 53' 07"**, and a chord which bears **S 13° 56' 10" W**, a distance of **646.65 feet**, to a 1/2 inch iron rod set;
- 2) **S 14° 00' 24" E**, a distance of **457.17 feet** to a 1/2 inch iron rod set;
- 3) **N 73° 49' 16" E**, a distance of **947.18 feet** to a 1/2 inch iron rod set;
- 4) **N 14° 00' 24" W**, a distance of **533.12 feet** to a 1/2 inch iron rod set;

- 5) **N 75° 49' 51" E**, a distance of **444.50 feet** to a 1/2 inch iron rod set;
- 6) **S 14° 00' 24" E**, a distance of **517.52 feet** to a 1/2 inch iron rod set;
- 7) **N 73° 49' 16" E**, a distance of **1,810.60 feet** to a 1/2 inch iron rod set; and
- 8) **N 77° 43' 54" E**, a distance of **629.35 feet** to a 1/2 inch iron rod set on the occupied northwest margin of Fazzino Lane, same being the southeast line of said 162.6 acre tract, for the northeast corner hereof, from which a magnail with shiner found in the paved roadway of Fazzino Lane at the east corner of said 162.6 acre tract bears **N 39° 26' 04" E**, a distance of 83.32 feet;

THENCE, with the southeast line of said 162.6 acre tract, along the occupied northwest margin of Fazzino Lane, **S 39° 26' 04" W**, for a distance of **118.44 feet** to a 1/2 inch iron rod with yellow plastic cap stamped 'STRONG RPLS 4961' found at the northeast corner of a called 5.10 acre tract of land described in a deed to Rising Harvey, LLC recorded in Volume 17400, Page 1 (OPRBCT);

THENCE, with the common line of said 162.6 acre tract and said 5.10 acre tract, **S 75° 48' 38" W**, for a distance of **910.50 feet** to a 1/2 inch iron rod with yellow plastic cap stamped 'STRONG RPLS 4961' found at the west corner of said 5.10 acre tract;

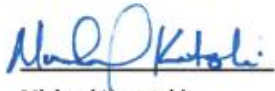
THENCE, continuing with said common line, **S 14° 11' 52" E**, for a distance of **320.83 feet** to a 1/2 inch iron rod with yellow plastic cap stamped 'STRONG RPLS 4961' found in the northwest right-of-way line of State Highway 21 at the southwest corner of said 5.10 acre tract, from which another 1/2 inch iron rod with yellow plastic cap stamped 'STRONG RPLS 4961' found at the southeast corner of said 5.10 acre tract bears **N 75° 48' 19" E**, a distance of 474.96 feet;

THENCE, with the northwest line of State Highway 21, same being the southeast line of said 162.6 acre tract, the following five (5) courses and distances:

- 1) **S 75° 48' 10" W**, a distance of **480.56 feet** to 1/2 inch iron rod with yellow plastic cap found;
- 2) **S 83° 24' 27" W**, a distance of **302.74 feet** to 1/2 inch iron rod found;
- 3) **S 75° 51' 15" W**, a distance of **400.20 feet** to type 1 TXDOT concrete right-of-way marker found;
- 4) **S 79° 46' 07" W**, a distance of **196.36 feet** to type 1 TXDOT concrete right-of-way marker found;
and

- 5) **S 75° 59' 36" W**, a distance of **1,724.90 feet** to the **POINT OF BEGINNING** hereof and containing **37.95 acres**, more or less.

Surveyed on the ground January 2024 under my supervision. See plat prepared July 2024 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010730366103 (calculated using GEOID12B).

 7/22/24

Michael Konetski

Registered Professional Land Surveyor No. 6531



Metes-and-bounds description of 20.05 acres of land proposed to be zoned PD-M District

A FIELD NOTES DESCRIPTION OF 20.05 ACRES IN THE JAMES CURTIS JR LEAGUE SURVEY, ABSTRACT 12, IN BRAZOS COUNTY, TEXAS, BEING A PORTION OF A 162.6 ACRE TRACT OF LAND DESCRIBED IN A DEED TO DODD FAMILY HOLDINGS, LLC RECORDED IN VOLUME 18816, PAGE 136 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT); SAID 20.05 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod with yellow plastic cap stamped 'KERR 4502' found in the north right-of-way line of State Highway 21 (right-of-way width varies), at the most southerly corner of said 162.6 acre tract and the east corner of a called 10.223 acre tract of land described in a deed to Steele Brook Minerals & Royalties Limited recorded in Volume 9900, Page 32 (OPRBCT);

THENCE, with the common line of said 162.6 acre tract and said 10.233 acre tract, N 47° 06' 23" W, for a distance of 727.08 feet to a 1/2 inch iron rod with yellow plastic cap stamped 'STRONG RPLS 4961' found on the southeast side of OSR (Old San Antonio Road - a 120' wide right-of-way per TXDOT plans) at the north corner of said 10.223 acre tract, the west corner of said 162.6 acre tract and the west corner hereof;

THENCE, with the southeast line of OSR, same being the northwest line of said 162.6 acre tract, N 41° 52' 43" E, for a distance of 1,180.16 feet to a 1/2 inch iron rod set (all rods set with blue plastic cap stamped 'KERR SURVEYING') for the **POINT OF BEGINNING** hereof;

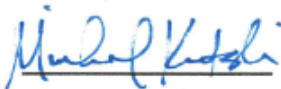
THENCE, continuing with the southeast line of OSR, the following two (2) courses and distances:

- 1) **N 41° 52' 43" E**, a distance of **1,047.94 feet** to a 1/2 inch iron rod set for a point of curvature; and
- 2) with a curve to the left, having a radius of **2,924.71 feet**, an arc length of **75.01 feet**, a delta angle of **01° 28' 10"**, and a chord which bears **N 41° 08' 38" E**, a distance of **75.01 feet**, to a 1/2 inch iron rod set for the north corner hereof, from which a 1/2 inch iron rod with yellow plastic cap stamped 'STRONG RPLS 4961' found at the end of said curve for the north corner of said 162.6 acre tract bears **N 25° 52' 49" E**, a chord distance of **1,467.42 feet**;

THENCE, through said 162.6 acre tract, the following four (4) courses and distances:

- 1) **S 48° 07' 17" E**, a distance of **346.03 feet** to a 1/2 inch iron rod set;
- 2) **S 16° 16' 09" E**, a distance of **685.21 feet** to a 1/2 inch iron rod set for the east corner hereof;
- 3) **S 73° 43' 51" W**, a distance of **1,432.07 feet** to a 1/2 inch iron rod set for the south corner hereof, from which a 1/2 inch iron rod set bears **S 06° 41' 48" E**, a distance of 175.59 feet; and
- 4) with a non-tangent curve to the right, having a radius of **690.00 feet**, an arc length of **496.95 feet**, a delta angle of **41° 15' 55"**, and a chord which bears **N 21° 14' 45" E**, a distance of **486.28 feet**, to the **POINT OF BEGINNING** hereof and containing **20.05 acres**, more or less.

Surveyed on the ground January 2024 under my supervision. See plat prepared July 2024 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010730366103 (calculated using GEOID12B).



7/22/24

Michael Konetski

Registered Professional Land Surveyor No. 6531



Metes-and-bounds description of 104.6 acres of land proposed to be zoned PD-M District

A FIELD NOTES DESCRIPTION OF 104.6 ACRES IN THE JAMES CURTIS JR LEAGUE SURVEY, ABSTRACT 12 AND THE H. MITCHELL SURVEY, ABSTRACT 180, IN BRAZOS COUNTY, TEXAS, BEING A PORTION OF A 162.6 ACRE TRACT OF LAND DESCRIBED IN A DEED TO DODD FAMILY HOLDINGS, LLC RECORDED IN VOLUME 18816, PAGE 136 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT); SAID 104.6 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at 1/2 inch iron rod with yellow plastic cap stamped 'STRONG RPLS 4961' found on the southeast side of OSR (Old San Antonio Road - a 120' wide right-of-way per TXDOT plans), in the southwest margin of Fazzino Lane (right-of-way appears to be prescriptive in nature), at the north corner of said 162.6 acre tract;

THENCE, with the northeast line of said 162.6 acre tract, along the occupied southwest side of Fazzino Lane, **S 46° 25' 37" E**, for a distance of **1,667.16 feet** to a 1/2 inch iron rod with yellow plastic cap stamped 'STRONG RPLS 4961' found at the north corner of a called 1.50 acre tract of land described in a deed to Joann Fazzino Sloan recorded in Volume 1569, Page 156 of the Official Records of Brazos County, Texas (ORBCT);

THENCE, with the common lines of said 162.6 acre tract and said 1.50 acre tract, the following three (3) courses and distances:

- 1) S 41° 53' 40" W**, a distance of **255.63 feet** to 1/2 inch iron rod with yellow plastic cap stamped 'STRONG RPLS 4961' found at the west corner of said 1.50 acre tract;
- 2) S 48° 05' 53" E**, a distance of **255.55 feet** to 1/2 inch iron rod with yellow plastic cap stamped 'STRONG RPLS 4961' found at the south corner of said 1.50 acre tract; and
- 3) N 41° 54' 18" E**, a distance of **255.76 feet** to 1/2 inch iron rod with yellow plastic cap stamped 'STRONG RPLS 4961' found on the southwest margin of Fazzino Lane at the east corner of said 1.50 acre tract;

THENCE, continuing with the northeast line of said 162.6 acre tract, along the occupied southwest side of Fazzino Lane, **S 48° 04' 45" E**, for a distance of **1,224.33 feet** to a magnail with shiner found in the paved roadway of Fazzino Lane, at a bend to the right, for the east corner of said 162.6 acre tract and the east corner hereof;

THENCE, with the southeast line of said 162.6 acre tract, along the occupied northwest margin of Fazzino Lane, **S 39° 26' 04" W**, for a distance of **83.32 feet** to a 1/2 inch iron rod set (all rods set with blue plastic cap stamped 'KERR SURVEYING'), from which a 1/2 inch iron rod with yellow plastic cap stamped 'STRONG RPLS 4961' found at the northeast corner of a called 5.10 acre tract of land described in a deed to Rising Harvey, LLC recorded in Volume 17400, Page 1 (OPRBCT) bears S 39° 26' 04" W, a distance of 118.44 feet;

THENCE, through said 162.6 acre tract, the following eleven (11) courses and distances:

- 1) **S 77° 43' 54" W**, a distance of **629.35 feet** to a 1/2 inch iron rod set;
- 2) **S 73° 49' 16" W**, a distance of **1,810.60 feet** to a 1/2 inch iron rod set;
- 3) **N 14° 00' 24" W**, a distance of **517.52 feet** to a 1/2 inch iron rod set;
- 4) **S 75° 49' 51" W**, a distance of **444.50 feet** to a 1/2 inch iron rod set;
- 5) **S 14° 00' 24" E**, a distance of **533.12 feet** to a 1/2 inch iron rod set;
- 6) **S 73° 49' 16" W**, a distance of **947.18 feet** to a 1/2 inch iron rod set for the southwest corner hereof;
- 7) **N 14° 00' 24" W**, a distance of **457.17 feet** to a 1/2 inch iron rod set for a point of curvature;
- 8) with a curve to the right, having a radius of **690.00 feet**, an arc length of **176.06 feet**, a delta angle of **14° 37' 12"**, and a chord which bears **N 06° 41' 48" W**, a distance of **175.59 feet**, to a 1/2 inch iron rod set for the west corner hereof, from which a 1/2 inch iron rod set on the southeast side of OSR, at the end of said curve, bears **N 21° 14' 45" E**, a distance of 486.28 feet;
- 9) **N 73° 43' 51" E**, a distance of **1,432.07 feet** to a 1/2 inch iron rod set;

THENCE, with the southeast line of OSR, same being the northwest line of said 162.6 acre tract, with a curve to the left, having a radius of **2,924.71 feet**, an arc length of **1,483.26 feet**, a delta angle of **29° 03' 27"**, and a chord which bears **N 25° 52' 49" E**, a distance of **1,467.42 feet** to the **POINT OF BEGINNING** hereof and containing **104.6 acres**, more or less.

Surveyed on the ground January 2024 under my supervision. See plat prepared July 2024 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010730366103 (calculated using GEOID12B).


7/22/24

Michael Konetski

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