

## RESOLUTION NO. 17-R-23

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, CONFIRMING AND RATIFYING THE UTILITY SERVICES CONTRACT WITH ROOTED DEVELOPMENT GROUP, LLC., FOR THE DEVELOPMENT OF MUSTANG CROSSING, A 234-HOME RESIDENTIAL TRACT; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.**

**WHEREAS**, the City of Alvin, Texas (the “City”), is a municipal corporation that provides a full-range of governmental services to its citizens, and the City owns and operates water production and distribution facilities and wastewater collection and treatment facilities and provides other municipal services; and

**WHEREAS**, Mustang Crossing is a planned unit residential development fronting FM 1462 within the corporate limits of the City, and this development will have 234 residential homes on approximately 76.8 acres (the “Property”); and

**WHEREAS**, Rooted Development Group, LLC is requesting a Utility Services Contract that will allow the City to provide water/wastewater services to the Mustang Crossing development; and

**WHEREAS**, Rooted Development Group, LLC has presented a petition to the City requesting that the City consent to the annexation of the Property into the proposed Brazoria County Municipal Utility District No. 73 (the “District”) in order to assist in defraying the costs of the necessary infrastructure for the Mustang Crossing Project. **NOW, THEREFORE,**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS:**

### **Section 1. Findings**

(a) the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct and are adopted as part of this Resolution for all purposes.

(b) It is hereby found and declared that the terms of this Resolution will be beneficial to the City and its citizens.

**Section 2. Approval of Utility Services Contract.** City Council does hereby approve the Utility Services Contract with Rooted Development Group LLC.

**Section 3. Open Meetings Act.** It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

This Resolution shall be effective on the date of passage in accordance with the Alvin City Charter.

**AND, IT IS SO RESOLVED.**

**PASSED AND APPROVED** on the \_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF ALVIN, TEXAS**

**ATTEST**

By: \_\_\_\_\_  
Paul A. Horn, Mayor

By: \_\_\_\_\_  
Dixie Roberts, City Secretary

**UTILITY SERVICES CONTRACT  
BETWEEN  
THE CITY OF ALVIN, TEXAS  
AND  
ROOTED DEVELOPMENT GROUP, LLC  
ON BEHALF OF THEMSELVES AND PROPOSED  
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 73**

This UTILITY SERVICES CONTRACT (the “Contract”) is entered into between THE CITY OF ALVIN, TEXAS (the “City”), and ROOTED DEVELOPMENT GROUP, LLC, a Texas limited liability company (“Developer”), on behalf of themselves and proposed BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 73 (the “District”) (hereinafter the term “District” shall be construed to include both Developer and the District, as it is the intention of the parties to this Contract that all rights, benefits and obligations pursuant to this Contract shall ultimately be assigned to the District upon its creation and confirmation, except as otherwise provided herein. Thus, the representations made herein by the District represent Developer’s commitment to cause or direct the same to occur).

**RECITALS**

The City is a municipal corporation that provides a full-range of governmental services to its citizens. The City owns and operates water production and distribution facilities, wastewater collection and treatment facilities, a fire department, and provides other municipal services.

Developer is under contract to purchase a tract of approximately 69.728 acres within the City, which is more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (the “Property”). Developer intends to create the District over the Property and plans to request the District to construct, finance, own, and operate a water distribution system and a wastewater collection system to serve the Property. The development will occur in phases and Developer anticipates that each phase will be platted separately.

The District will be a conservation and reclamation district and a political subdivision of the State of Texas, created by the Texas Commission on Environmental Quality (the “Commission”), and will be confirmed by an election.

Developer, on behalf of itself and the District, would like to contract with the City to obtain, among other things, water supply and wastewater treatment services from the City, and to provide for the construction and financing of the District’s water and wastewater facilities to serve the District, to be transferred for ownership, operation, and maintenance by the City after completion, subject to the terms of this Contract. The parties recognize that the District cannot approve and execute this Contract until the District is created and confirmed by majority vote at a confirmation election. The City has agreed to provide the services described herein under the conditions and terms set forth in this Contract.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, obligations, and benefits contained herein, the City and Developer, on behalf of itself and the District, agree as follows:

### ARTICLE 1. DEFINITIONS

Unless the context indicates others, capitalized terms used in this Contract shall have the following meanings:

*Annual Payment* means the annual payment defined in Section 4.1 hereof and calculated and paid to the District as set forth in Article 4 hereof.

*City* means the City of Alvin, Texas.

*City Wastewater System* means all the wastewater treatment facilities, lines, components and equipment owned and used by the City to collect, convey, treat, monitor, regulate, and dispose of wastewater.

*City Water System* means all the water production pumps, lines, meters, components, facilities, and equipment owned and used by the City to pump, treat, monitor, convey, supply, and distribute water to the public.

*Commission* means the Texas Commission on Environmental Quality and any successor agencies exercising any of its duties and functions related to municipal utility districts.

*Creation Resolution* means the Resolution of the City of Alvin, Texas, containing various City conditions and requirements related to the establishment of the District.

*District* means proposed Brazoria County Municipal Utility District No. 73, and all land to be included in said District at creation and thereafter.

*District Drainage System* means the storm water system that will be constructed by the District for the collection and conveyance of collected storm water within the District.

*District Obligations* means the bonds, bond anticipation notes or other debt of the District.

*District System* means the District Water System, the District Wastewater System, and the District Drainage System.

*District Wastewater System* means the wastewater system that will be constructed by the District to serve the District for the collection of wastewater received from customers within the District, ending at the Point of Connection of Wastewater, and will include any sewer force

main, booster pumps and lift stations that will be required to transport wastewater to the Point of Connection of Wastewater.

*District Water System* means the water supply and distribution system that will be constructed by the District for the treatment and distribution of potable water to serve customers of the District, ending at the Point of Connection of Water.

*Oversized Facilities* means water, sewer, and/or drainage facilities, sized or constructed to serve areas outside the District, if any, as further provide in Section 2.1.3.

*Point of Connection of Wastewater* means that point or points where the District Wastewater System connects to the City Wastewater System along Mustang Crossing Boulevard, Quarterhorse Drive, and Saddle Creek. The location of the Point of Connection of Wastewater shall be within an easement and/or right-of way as mutually agreed upon by Developer and the City; however, if the parties cannot agree, the City will designate the exact location.

*Point of Connection of Water* means that point or points where the District Water System connects to the City Water System along Mustang Crossing Boulevard, Quarterhorse Drive, and Saddle Creek. The location of the Point of Connection of Water shall be within an easement and/or right-of-way as mutually agreed upon by Developer and the City, however, if the parties cannot agree, the City will designate the exact location.

*Wastewater* means the water-carried wastes, exclusive of ground, surface, and storm waters, normally discharged from the sanitary conveniences of dwellings, including apartments, houses, hotels, office buildings and institutions, of a domestic, not industrial, nature, meeting the requirements of the City set forth in the City's Subdivision Ordinance, Chapter 21 of the City's Code of Ordinances, in particular the "Design Criteria Manual", and the City's Water and Sewer Ordinance, Chapter 25 of the City's Code of Ordinances, both as may be amended or superceded by the City from time to time.

*Wastewater Services* means the services provided by the City in receiving, treating, testing, and disposing of Wastewater from the District Wastewater System to the City Wastewater System in accordance with this Contract.

*Water* means potable water that meets federal and state standards for consumption by humans.

## **ARTICLE 2. AGREEMENT CONCERNING WATER SUPPLY AND WASTEWATER SERVICES TO THE DISTRICT**

### **2.1 Construction of the District Water, Wastewater, and Drainage Systems.**

**2.1.1** The District shall design and construct, at its sole cost and expense, a District Water System, a District Wastewater System, and a District Drainage

System to serve the District. The District Water System shall include all facilities necessary to convey water from the Point of Connection of Water to the District's customers.

The District will not construct any irrigation wells.

The District agrees that it will require all contractors who construct facilities for the District that will be ultimately conveyed to the City to provide a maintenance bond to the District in compliance with the bonding requirements of the City then applicable to the construction of public facilities. The District Wastewater System shall include all facilities necessary to transport Wastewater from the District's customers to the Wastewater Point of Connection.

Plans and specifications for the District System, as well as any extensions, additions, or modifications thereto, shall be submitted to the City for review and approval prior to the District's installation or construction of same. The District System or modifications thereto, shall be designed and constructed in accordance with City standards and specifications, the Commission, and any other governmental agency having or acquiring jurisdiction over such systems. All easements in which any part of the District System are to be constructed or installed shall be dedicated to the public for installation of public utilities.

**2.1.2** Upon completion of facilities comprising a component of the District System in accordance with all permits and approvals: (a) the District or Developer shall (i) order the District's Engineer to certify that the completed facilities have been completed in accordance with the plans approved by the City, (ii) certify that all bills and sums of money due in connection with the facilities have been fully paid and that the facilities are free from any and all claims and liens; (b) the District Engineer shall provide copies of the construction drawings as required by the City's subdivision ordinance; and (c) the District will then convey such facilities to the City, free and clear of all liens and encumbrances (but subject to the rights of reimbursement for funds advanced to or on behalf of the District with respect thereto), for ownership, operation and maintenance by the City. The District shall have reserved to it all capacity funded by the District in any conveyed facilities; provided that the District may not transfer or assign such reserved capacity outside the District without City consent, and any excess capacity not required to serve the District following full buildout within the District or any Oversized Facilities shall be available to the City to serve other areas. The conveyance instrument shall be in the form attached hereto as **Exhibit B** and no conveyance shall be effective until accepted by the City in writing. The City shall incorporate conveyed facilities into the City System, and shall bill and collect for services from its customers, including customers within the District. All revenues from conveyed facilities shall be the property of the City.

**2.1.3 Oversized Facilities.** In conjunction with the design and construction of the District System, as described in this Article, the City may determine from time to time that certain portions of the District System should be sized to serve areas outside the District, as well as areas within the District, or the City and the District may determine that the District should construct certain water, sewer, and/or drainage facilities outside the District to serve areas outside the District (in either case, facilities sized or constructed to serve areas outside the District shall be referred to in this Agreement as the “Oversized Facilities”). Subject to the terms and conditions of this Section, the District hereby agrees that, in conjunction with the design and construction of the District System as set out in this Agreement, the District shall cooperate with the City to include the Oversized Facilities as required by the City. The City, in turn, hereby agrees that as between the District and the City, the City shall fund the greater of (a) its pro rata share of the Construction Costs of any Oversized Facilities or (b) the difference between the Construction Costs of any Oversized Facilities and what would have been the Construction Costs for the facilities needed to serve the District only. To carry out the design and construction of Oversized Facilities, the City and the District agree to enter into a Development Agreement in a form mutually agreeable to the City and the District for the oversizing of such facilities. If the Oversized Facilities are designed and constructed by the District as part of the design and construction of District System, the Construction Costs of the Oversized Facilities shall be determined in accordance with TCEQ rules and regulations so that related construction costs will be shared by the City and the District on the basis of benefits received, which are generally the design capacities in the Oversized Facilities for the City and the District respectively.

**2.2 Water Distribution and Supply Facilities.** The City shall provide the District with its ultimate requirements for water supply and water distribution line capacities in order to serve customers within the District’s boundaries, and same shall be provided to the Point of Connection of Water.

**2.3 Wastewater Treatment Plant Facilities and Wastewater Trunk Line Capacity.** The City shall provide the District with its ultimate requirements for wastewater treatment and wastewater trunk line collection line capacities in order to serve customers within the District’s boundaries, and same shall be provided to the Point of Connection of Wastewater

**2.4 Letter of Assurance and Issuance of Assignments of Capacity by the District.** The City agrees that, at such time as the District has paid the Connection Charge as provided in Section 3.4 hereof, the City shall, upon written request, issue a letter of assurance that the District is entitled to the use and benefit of the capacities purchased by said Connection Charge. If the City has not issued such letter of assurance within forty-five (45) days following the date of said request, the District shall be deemed to have the use and benefit of said quantities of service. The District shall have the right to assign or otherwise commit all or part of its capacity to landowner(s) and developer(s) within its boundaries.

**2.5 Standard of Service.** After conveyance of any component of the District System, services that are provided by the City to the District under this Contract shall be substantially equivalent in quality to the water and wastewater services the City provides to other City customers not in the District. Charges, fees and rates of City customers in the District shall be the same as similarly situated customers within the City as a whole.

**2.6 Inspection by the City.** The City shall have access at all reasonable times to inspect the construction of the District System as the City deems necessary or desirable to verify compliance with this Contract.

**2.7 Compliance with Laws and Regulations.** The District shall promptly, at its sole cost, take whatever action is necessary relating to the construction of the District System in compliance with any federal or state law or regulation and the City discharge permits.

**2.8 Wastewater Regional Facilities.** The City anticipates providing for the District's Wastewater Services using existing treatment facilities of the City. The District shall not undertake to enter into a contract with any party, other than the City, to provide Wastewater Services for the District without the prior written approval of the City, unless the City cannot provide sufficient Wastewater Services. The District shall not provide Wastewater Services to anyone outside its boundaries without prior written approval of the City.

**2.9 Records and Reports.** The District shall promptly provide to the City upon request, and without charge, copies of any records or documents relating to the District System.

**2.10 Term.** This Contract shall be effective as of the date of its approval by the City Council of the City (the "Effective Date") and shall remain in effect for an initial term of 40 years from the Effective Date and shall automatically renew for consecutive one-year terms thereafter unless otherwise terminated as provided for herein.

**2.11 Termination for Failure of the District to Approve this Contract.** The City may terminate this Contract by written notice to Developer if the District has not approved and executed this Contract by the earlier of 60 days after the District's organizational meeting or June 30, 2019.

**2.12 Termination on Dissolution of the District.** This Contract shall terminate on the date of dissolution of the District.

**2.13 Remedies Cumulative.** The parties specifically agree that the remedy of specific performance of this Contract is an appropriate and necessary remedy and agree that either party may employ the remedy of specific performance in the event of a breach of this Article. It is not intended hereby to specify (and this Contract shall not be considered as specifying) an exclusive remedy for any default, but all remedies, including specific performance and mandamus, may be availed of by any party and shall be cumulative of any other remedy herein specified.

## **ARTICLE 3. FINANCING OF FACILITIES**

**3.1 Authority of District to Issue District Obligations.** The District shall have authority to issue, sell and deliver District Obligations, including bonds and bond anticipation notes, from time to time, as deemed necessary and appropriate by the Board of Directors of the District, for the purposes, in such forms and manner, and as permitted or provided by federal law, the general laws of the State of Texas, and the Creation Resolution.

**3.2 Purpose for District Obligations and Use of Proceeds.** The District will issue District Obligations, including but not limited to bonds and bond anticipation notes, for the purposes of purchasing and constructing or otherwise acquiring the District Water System, the District Wastewater System, and any other facilities the District is authorized to acquire by state law, and to make any and all necessary capital recovery payments, purchases, construction, improvements, extensions, additions and repairs thereto, purchasing or acquiring all necessary land, rights-of-way, easements, sites, equipment, buildings, plants, structures, and facilities therefor within or without the boundaries of the District, reimbursing District creation expenses, operating advances, and providing for interest to landowners and for any necessary capitalized interest and costs of issuance or refunding then outstanding District Obligations. Nothing in this Contract shall be construed to obligate the District to repair any facilities accepted by the City for ownership. Further, the parties acknowledge that it is their specific intention that the District be permitted to construct, purchase, finance or acquire road and/or recreational facilities through the issuance of District Obligations.

**3.3 Construction by Third Parties.** From time to time, the District may enter into one or more agreements with owners of property located within or in the vicinity of the District whereby such landowners will undertake, on behalf of the District, to pre-finance and pre-construct, in one or more phases, all or any portion of the District Water System, District Wastewater System, or other facilities permitted to be acquired by the District (“Utility Development Agreements”). Under the terms of such Utility Development Agreements, the landowners may be obligated to finance and construct the above-referenced facilities in the manner which would be required by law if such work were being performed by the District. Each Utility Development Agreement may provide for the purchase of such facilities from the landowners using the proceeds of the District Obligations, including one or more series of bonds.

**3.4 Financing City Water and Wastewater Capacities.** In consideration of the City’s provision of water supply and distribution capacity and wastewater collection and treatment capacity, the District agrees to pay to the City such amounts per equivalent single-family residential connection to the City Wastewater System and the City Water System (the “City System”), as established pursuant to the ordinances of the City (the “Connection Charge”). The Connection Charge shall be paid to the City by or on behalf of the District before the connection of each particular improvement to the City System at the same time and manner as such fees are paid for improvements in other areas of the City outside the District. The City shall not allow connection of any improvement to the City System for which the appropriate Connection Charge has not been paid. The City may amend the Connection Charge from time to

time in accordance with the requirements of state law. The District acknowledges and agrees that, besides the Connection Charge, any new connection to the City System will be subject to the fees, charges, and costs routinely collected by the City in regards to any new connection to the City' utilities whether inside or outside the District. Further, as a result of the District's funding of roads or recreational facilities, if any, the parties agree that there shall be no connection charges or impact fees for roads or recreational facilities for development within the District. Notwithstanding anything herein to the contrary, any capacities purchased by payment of a Connection Charge pursuant to this Section 3.4 shall be reserved and allocated by the City exclusively to serve property within the District and shall not be utilized to serve property outside the District.

#### **ARTICLE 4. ANNUAL PAYMENTS AND DISTRICT TAXES**

**4.1 Calculation of Annual Payments.** In consideration of the development of the land within the District and the related increase in the taxable value of such land to the City through the acquisition and construction of the District Water System, District Wastewater System, and other permitted facilities by the District, and in order to comply with the Commission rules and to more equitably distribute among the taxpayers of the City and the District the burden of ad valorem taxes to be levied from time to time by the City and the District, the City shall make payments annually to the District (the "Annual Payment") as set forth in this Article 4. The Annual Payment shall be a payment of a portion of the City's ad valorem tax revenues actually collected and received by the City from taxpayers within the District and deposited with the District, exclusive of any interest and penalties paid by the taxpayer to the City and exclusive of any collection costs incurred by the City. All Annual Payments received by the District from the City shall be deposited by the District into the District's debt service fund, to be used, along with any interest thereon, solely for the payment of District Obligations. The Annual Payment for each year shall be equal to \$0.30 per \$100 certified taxable valuation within the District.

**4.2 Payment of Annual Payment.** The Annual Payment shall begin on February 1 in the calendar year following the calendar year for which the District initially receives a tax roll from the Brazoria County Appraisal District and shall be payable each February 1 thereafter (the "Payment Date"), with each such Annual Payment being applicable to the preceding calendar year (e.g., if the District receives a tax roll for calendar year 2018, the Annual Payment for such year will be due February 1, 2019). Each Annual Payment that is not paid on or before the Payment Date shall be delinquent and shall incur interest at the rate of one percent (1%) of the amount of the Annual Payment per month, for each month or portion thereof during which the Annual Payment remains unpaid. The obligation of the City to make Annual Payments to the District shall terminate only after (i) all the District Obligations have been paid in full or otherwise defeased, or (ii) the City has dissolved the District and assumed all outstanding District Obligations in accordance with all applicable law.

**4.3 Supplemental and Correction Tax Rolls; Adjustment to Annual Payment.** The parties recognize and acknowledge that from time to time the Brazoria County Appraisal

District may submit one or more supplemental or correction tax rolls, each of which may affect the total taxable assessed valuation within the District for a particular year and, therefore, the Annual Payment due and payable by the City for such year. The City shall recalculate the amount of the Annual Payment pertaining thereto and shall notify the District of the amount of such recalculated Annual Payment. Within forty-five (45) days from the date on which the District receives notice of a recalculated Annual Payment, the City shall pay to the District the amount, if any, by which the recalculated Annual Payment exceeds the amount of Annual Payment previously paid by the City to the District for the year in question, or the District shall pay to the City the amount, if any, by which the recalculated Annual Payment is less than the amount of the Annual Payment previously paid; provided, however, that if such amount in either instance is less than \$1,000.00, rather that payment within 45 days, the next Annual Payment shall be adjusted accordingly.

**4.4 Access to Records for Verifying Calculation of Annual Payments.** The City shall maintain proper books, records, and accounts of all ad valorem taxes levied by the City from time to time, shall provide the District an accounting together with each Annual Payment, and shall afford the District or its designated representatives reasonable access thereto for purposes of verifying the amount of each Annual Payment or recalculated Annual Payment which is or becomes due and payable by the City hereunder.

**4.5 District Taxes.** The District is authorized to assess, levy and collect ad valorem taxes upon all taxable properties within the District to provide for (i) the payment in full of the District Obligations, including premium, redemption premium (if any) and interest on bonds, and to establish and maintain any interest and sinking fund, debt service fund or reserve fund, and (ii) for administration, operation, and maintenance purposes, all in accordance with applicable law. The parties agree that nothing herein shall be deemed or construed to prohibit, limit, restrict or otherwise inhibit the District's authority to levy ad valorem taxes as the Board of Directors of the District from time to time may deem necessary or the District's use of its tax revenues for any authorized purpose in accordance with applicable law. The City and the District recognize and agree that all ad valorem tax receipts and revenues collected by the District, together with all Annual Payments, shall become the property of the District and may be applied by the District in accordance with applicable law and as deemed appropriate by the District's Board of Directors in its sole discretion.

## ARTICLE 5. MISCELLANEOUS

**5.1 Successors.** This Contract shall be binding upon the successors or assigns of the parties hereto.

**5.2 Force Majeure.** If any party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Contract, except the obligation to pay amounts owed or required to be paid pursuant to the terms of this Contract, then the obligations of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the

continuance of any inability so caused to the extent provided but for no longer period As soon as reasonably possible after the occurrence of the force majeure relied upon, the party whose contractual obligations are affected thereby shall give notice and full particulars of such force majeure to the other party, Such cause, as far as possible, shall be remedied with all reasonable diligence. The term “force majeure” as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority other than a party to this Contract, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply resulting in an inability to provide water necessary for operation of the water and sewer systems hereunder or in an inability of the City to provide Water or receive Wastewater, and any other incapacities of any party, whether similar to those enumerated or otherwise, which are not within the control of the party claiming such inability, which such party could not have avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party when such settlement is unfavorable to it in the judgment of the party experiencing such difficulty.

**5.3 Applicable Law.** This Contract shall be governed by the law of the State of Texas and no lawsuit shall be prosecuted on this Contract except in a court of competent jurisdiction located in Brazoria County.

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

**5.5 Addresses and Notice.** Unless otherwise provided in this Contract, any notice, communication, request, reply, or advice (herein severally and collectively, for convenience, called “Notice” ) herein provided or permitted to be given, made, or accepted by any party to the other (except bills), must be in writing and may be given or be serviced by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested or by delivering the same to such party, addressed to the party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated in this Contract, from and after the expiration of three days after it is so deposited. Notice given in any such other manner shall be effective when received by the party to be notified. For the purpose of notice, addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to the City, to:

City of Alvin, Texas  
216 W. Sealy  
Alvin, Texas 77511  
Attn: City Manager

If to the District, to:

Schwartz, Page & Harding, L.L.P.  
1300 Post Oak Blvd., Suite 1400  
Houston, Texas 77056  
Attn: Daniel S. Ringold

If to Developer, to:

Rooted Development Group, LLC  
118 Vintage Park, Suite W-401  
Houston, Texas 77070  
Attn: Christopher M. Gilbert

The parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify and any other address by written notice to the other parties at least 15 days prior to the effective date thereof.

**5.6 Merger and Modification.** This Contract, including the exhibits that are attached hereto and incorporated herein for all purposes, along with the ordinance of the City consenting to the creation of the District, embodies the entire agreement between the parties relative to the subject matter hereof. This Contract shall be subject to change or modification only with the written mutual consent of the parties.

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

**5.8 Assignability.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their successors and, effective upon written notice thereof to the City, shall be assignable by Developer to the District or, prior thereto, to any other entity that will purchase and/or own the Property without the prior written consent of the City.

**5.9 Benefits of Contract.** This Contract is for the benefit of the City, Developer, and the District and their successors and assigns and shall not be construed to confer any benefit on any other person or entity except as expressly provided for herein.

**5.10 Consents and Approvals.** Whenever this Contract provides for the approval or consent of one of the parties, such consent or approval shall not be unreasonably withheld or delayed.

**5.11 Amendments.** This Contract may not be amended, modified or supplemented without the express written consent of the City, the Developer and, once duly constituted, the District. However, all parties to this Contract hereby consent to any and all amendments, modifications or supplements necessary to conform this Contract to the final plan. Any such conforming changes shall be provided in writing by the party proposing such changes to the Contract.

**5.12 Contract Subject to Closing on Property; Effective Date.** Notwithstanding anything to the contrary set forth in this Contract, this Contract shall not be effective and binding upon the parties hereto until the Property has been purchased by the Developer (or its assignee pursuant to Section 5.8 hereof), which shall be evidenced by a deed recorded in the real property records of Brazoria County. If the Developer purchases less than all of the Property, the parties hereto agree to enter into an amendment to this Contract to reflect the revised Property.

**[EXECUTION PAGES FOLLOW]**

AGREED AND ACCEPTED as of the Effective Date.

ROOTED DEVELOPMENT GROUP, LLC,  
a Texas limited liability company

By: \_\_\_\_\_  
Christopher M. Gilbert  
President

CITY OF ALVIN, TEXAS

BY: \_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY SECRETARY

**Exhibit B**

UTILITY CONVEYANCE AND SECURITY AGREEMENT

THE STATE OF TEXAS                   §  
  §                   KNOW BY ALL THESE PRESENTS  
COUNTY OF BRAZORIA               §

Brazoria County Municipal Utility District No. 73 (the “District”) has acquired certain improvements, structures, and facilities designed to provide water and wastewater to serve areas within the District’s boundaries and the boundaries of the City of Alvin, Texas (the “City”). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District hereby conveys, transfers, and delivers to the City, its successors and assigns, subject to a security interest therein, those certain facilities described as follows:

Those certain facilities constructed by or on behalf of the District pursuant to the construction contract with \_\_\_\_\_, dated \_\_\_\_\_, for [describe project] \_\_\_\_\_, and together with any improvements, structures, storm sewer mains, plants, service pumps, storage reservoirs, electrical equipment, plant equipment, distribution lines, collection lines, water mains, lift stations, meters, valves, pipes, fittings, connections, meter boxes, laterals, easements, rights-of-way, licenses, operating rights and all other property therein whether real, personal or mixed, owned by the District in connection with the facilities being conveyed hereby (the “Facilities”).

The District has constructed the Facilities and is conveying the Facilities to the City pursuant to the Utility Services Contract, dated \_\_\_\_\_ 2017, between the City, and Rooted Development Group, LLC (“RDG”), on behalf of themselves and proposed Brazoria County Municipal Utility District No. 73, which was assigned to the District by RDG (or its assignee) on \_\_\_\_\_ (the “Agreement”). This conveyance is made subject to the terms of the Agreement. The District hereby reserves (and the City grants) a security interest in the Facilities to secure the capacity reserved to the District in the Facilities under the Agreement.

The District hereby assigns to the City all rights, maintenance bonds, warranties and manufacturer’s warranties, if any, owned or acquired by the District for the Facilities.

The City hereby agrees by its acceptance of this conveyance to operate and maintain the Facilities in accordance with the terms of the Agreement.

IN WITNESS WHEREOF, this conveyance is executed on \_\_\_\_\_.

BRAZORIA COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 73

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

In accordance with the Agreement, The City hereby accepts this Utility Conveyance and Security Agreement on \_\_\_\_\_.

CITY OF ALVIN

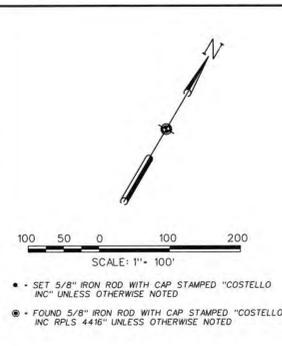
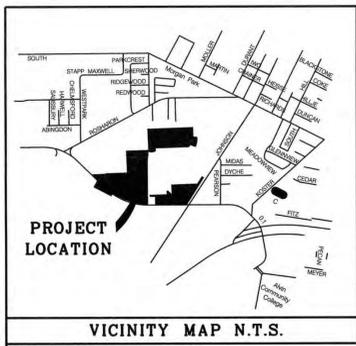
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

This instrument was acknowledged before me on \_\_\_\_\_, by \_\_\_\_\_,  
as \_\_\_\_\_ of the Board of Directors of Brazoria County Municipal Utility District  
No. 73, a political subdivision of the State of Texas, on behalf of said political subdivision.

\_\_\_\_\_  
Notary Public in and for  
the State of T E X A S

(NOTARY SEAL)



**LEGEND**

- SANITARY SEWER MANHOLE
- WATER VALVE
- ◆ FH
- ⊗ ELECT. BOX
- ⊕ POWER POLE
- ⊖ CABLE TV BOX
- ⊙ TELEPHONE BOX
- ⊘ PIPELINE MARKER
- ⊙ STORM MH
- ⊖ FENCE
- ⊖ DOWN GUY
- ⊖ HIGH BANK
- ⊖ FIBER OPTIC SIGN
- ⊖ CLEAN OUT
- ⊖ SIGN

**CURVE TABLE**

| NO. | LENGTH | DELTA       | RAD.    | CHORD           | DIST.   |
|-----|--------|-------------|---------|-----------------|---------|
| C1  | 239.80 | 24° 11' 23" | 568.00  | S 18° 08' 30" E | 238.03  |
| C2  | 76.79  | 11° 11' 41" | 593.00  | S 00° 26' 56" E | 76.66   |
| C3  | 23.54  | 89° 58' 43" | 15.00   | S 14° 47' 17" W | 21.20   |
| C4  | 23.57  | 90° 02' 12" | 15.00   | N 75° 12' 44" W | 21.22   |
| C5  | 100.81 | 13° 45' 10" | 420.00  | S 23° 18' 37" E | 100.57  |
| C6  | 112.17 | 13° 17' 51" | 483.32  | S 21° 45' 32" E | 111.92  |
| C7  | 325.34 | 41° 22' 49" | 1835.08 | S 84° 39' 58" W | 1296.72 |
| C8  | 29.86  | 04° 04' 27" | 420.00  | N 40° 41' 13" W | 29.86   |
| C9  | 31.33  | 04° 16' 28" | 420.00  | N 40° 45' 27" W | 31.33   |

**HOOPER AND WADE SURVEY, SECTION 18, A-488**



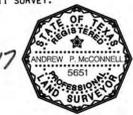
- NOTES**
- THIS SURVEY IS BASED ON A COMMITMENT FOR TITLE INSURANCE ISSUED BY STEWART TITLE GUARANTY COMPANY, FILE NO. 1703033952, ISSUED JUNE 23, 2017, EFFECTIVE DATE OF JUNE 11, 2017 AND IS SUBJECT TO ALL TERMS, CONDITIONS, LEASES AND ENCUMBRANCES STIPULATED THEREIN.
  - ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR FORT BEND COUNTY, TEXAS, MAP NUMBER 88030245, DATED JUNE 5, 1989, THIS PROPERTY LIES IN UNSHADED ZONE 1, WHICH IS DESIGNATED AS AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN AND ZONE AD- DETERMINED TO BE FLOOD DEPTHS OF 1 FOOT. THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP IS FOR USE IN ADMINISTERING THE NATIONAL FLOOD INSURANCE PROGRAM; IT DOES NOT NECESSARILY IDENTIFY AREAS SUBJECT TO FLOODING, PARTICULARLY FROM LOCAL DRAINAGE SOURCES OF SMALL SIZE. OF ALL PLANNING FEATURES FROM THE PROPERTY AND/OR STRUCTURES LOCATED THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE, LOCATED THEREON WILL BE TO CHANGE OR DETAILED STUDIES OCCUR AND/OR WATERFLOOD BY CHANNEL CONDITIONS CHANGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.
  - ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 1983.
  - THIS PROPERTY LIES WITHIN THE CORPORATE LIMITS OF THE CITY OF ALVIN.
  - ABBREVIATIONS: B.C.P.R. - BRAZORIA COUNTY PLAT RECORDS; O.P.R.B.C. - OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY; D.R.B.C. - DEED RECORDS OF BRAZORIA COUNTY; B.C. - BACK OF CURB FUND.; F.O. - FOUND.; I.R. - IRON ROD; W.L.E. - WATERLINE EASEMENT; S.S.E. - SANITARY SEWER EASEMENT; S.W.S.E. - STORM SEWER EASEMENT; U.E. - UTILITY EASEMENT; A.E. - AERIAL EASEMENT; L.E. - LANDSCAPE EASEMENT; C.F. NO. - CLEVER'S FILE NUMBER.
  - UTILITIES SHOWN ARE BASED ON ABOVE GROUND VISIBLE FEATURES AND NO EFFORT WAS MADE TO LOCATE BELOW GROUND UTILITY LINES.
  - THIS PROPERTY IS SUBJECT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS RECORDED IN VOL. 337, PG. 299 OF THE D.R.B.C.
  - THIS PROPERTY IS SUBJECT TO THE CONDITIONS AND PROVISIONS OF THE PARTIAL WAIVER OF SURFACE RIGHTS RECORDED IN C.F. NO. 200604507, C.F. NO. 200600452, AND C.F. NO. 200604528 ALL OF THE D.P.R.B.C.
  - METS AND BOUNDS BY SEPARATE INSTRUMENT (1157-171).

**HOOPER AND WADE SURVEY, SECTION 18, A-488**

TO: ROOTED DEVELOPMENT SERVICES, L.L.C.  
 REDUS TEXAS LAND, L.L.C.  
 STEWART TITLE GUARANTY COMPANY

I, ANDREW P. MCCONNELL, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON WAS PERFORMED ON THE GROUND UNDER MY SUPERVISION DURING THE MONTH OF JULY, 2017 AND CONFORMS TO THE CURRENT TEXAS SURVEYOR'S ASSOCIATION STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION 11 SURVEY.

*Andrew P. McConnell* 8-3-17  
 ANDREW P. MCCONNELL  
 TEXAS REGISTRATION NO. 5651



**Costello**  
 Engineering and Surveying  
 8800 Riverchase Avenue, Suite 400 N  
 Houston, Texas 77022  
 (713) 781-0700 (F) 713-781-0880 Fax  
 TYPE FIRM REG. NO. 386  
 TPLS FIRM REG. NO. 100486

**STANDARD LAND SURVEY**  
**69.728 ACRES**  
**HOOPER AND WADE**  
**SURVEY, SECTION 18, A-488**  
**BRAZORIA COUNTY, TEXAS**

JOB NO. 2017131008 | DATE: 8-3-17 | 2017131008MAP.DGN

County: Brazoria  
Project: Mustang Crossing- Remainder Tracts  
C.I. No.: 1157-17  
Job Number: 2017-131-008

**METES AND BOUNDS FOR 69.728 ACRES**

Being a 69.728 acre tract of land located in the subdivision of the Hooper and Wade Survey, Section 18, Abstract 488, in Brazoria County, Texas; said 69.728 acre tract being all of Lot 28, and portion of Lots 15,26,27 36, 37, 38, 39, 40, 41, 46, 47, and 48 of said subdivision, same being portions of a call 129.23 acre tract of land conveyed to REDUS Texas Land, L.L.C., recorded in Clerk's File Number 2010032838 of the Official Public Records of Brazoria County (O.P.R.B.C.), and being all of Lot 8, Block 1 (containing 0.238 acres of land) in Section One of Mustang Crossing Sections One and Two, a subdivision recorded in Clerk's File No. 2006012906 of the O.P.R.B.C.; the portions of said 129.23 acre tract being more particularly described by metes and bounds in two tracts as follows (all bearings are referenced to the Texas Coordinate System, South Central Zone, NAD 1983):

**Tract 1- 55.14 Acres**

**Beginning** at a 3/4-inch iron rod found at the west corner of said call 129.23 acre tract and south corner of a call 12.198 acre tract of land conveyed to Alvin Evangelical Lutheran Church, recorded in Clerk's File No. 1994-042297 of the O.P.R.B.C., being on the northwesterly line of said Lot 15 common with the southeasterly line of Lot 16 of said subdivision, and being on the northerly Right-of-Way line of FM 1462 (150 feet wide) recorded in Volume 959, Page 400 of the Deed Records of Brazoria County (D.R.B.C.);

1. Thence, with a northwesterly line of said call 129.23 acre tract and said Lot 15 common with the southeasterly line of said call 12.198 acre tract and said Lot 16, North 59 degrees 41 minutes 51 seconds East, a distance of 449.36 feet (call North 59 degrees 49 minutes 17 seconds East, a distance of 448.99 feet) to 1/2-inch iron rod found at an exterior corner of said call 129.23 acre tract, the east corner of said call 12.198 acre tract and said Lot 16, the south corner of a call 9.99 acre tract of land conveyed to Frank C. Planka and wife Marjorie A. Planka in Clerk's File No. 2002-020054 of the O.P.R.B.C. and Lot 25 of said subdivision, the west corner of aforesaid Lot 26, and the north corner of said Lot 15;
2. Thence, with a northwesterly line of said call 129.23 acre tract and said Lot 26 common with the southeasterly line of said call 9.99 acre tract and said Lot 25, North 59 degrees 47 minutes 40 seconds East, a distance of 659.04 feet (call North 59 degrees 46 minutes 19 seconds East, a distance of 659.33 feet) to a 1/2-inch iron rod found at an interior corner of said call 129.23 acre tract, the east corner of said call 9.99 acre tract and said Lot 25, the north corner of said Lot 26, the south corner of aforesaid Lot 28, and the west corner of aforesaid Lot 27;

3. Thence, with a southwesterly line of said call 129.23 acre tract and said Lot 28 common with the northeasterly line of said call 9.99 acre tract and said Lot 25, North 30 degrees 10 minutes 55 seconds West, a distance of 659.62 feet (call North 30 degrees 10 minutes 13 seconds West, a distance of 660.0 feet) to a 1/2-inch iron rod found at an exterior corner of said call 129.23 acre tract, the north corner of said call 9.99 acre tract and said Lot 25, the east corner of a call 7.89 acre tract of land conveyed to Abdel Blancart Martinec Yaillet Arafet Calderin, husband and wife in Clerk's File No. 2014034343 of the O.P.R.B.C. and Lot 24 of said subdivision, the south corner of a call 12.32 acre tract conveyed to Jorge Cosculluela Rodriguez in Clerk's File No. 2014043616 of the O.P.R.B.C. and Lot 29 of said subdivision;
4. Thence, with a northwesterly line of said call 129.23 acre tract and said Lot 28 common with the southeasterly line of said call 12.32 acre tract and said Lot 29, North 59 degrees 47 minutes 05 seconds East, a distance of 668.32 feet (call North 59 degrees 47 minutes 05 seconds East, a distance of 668.01 feet) to an interior corner of said call 129.23 acre tract, the north corner of said Lot 28, the east corner of said call 12.32 acre tract and said Lot 29, and the south corner of aforesaid Lot 36, from which a 5/8-inch iron rod with cap stamped "WILSON" found bears North 72 degrees 58 minutes West, a distance of 1.03 feet;
5. Thence, with a southwesterly line of said call 129.23 acre tract and said Lot 36 common with the northeasterly line of said call 12.32 acre tract and said Lot 29, North 30 degrees 11 minutes 13 seconds West, a distance of 657.83 feet (call North 30 degrees 11 minutes 13 seconds West, a distance of 657.91 feet) to a 1/2-inch iron rod found at an exterior corner of said 129.23 acre tract, the north corner of said Lot 29, the west corner of said Lot 36 and the south corner of a call 5.00 acre tract conveyed to James Day McNeil and wife, Waynetta R. McNeil in Volume 1420, Page 909 of the D.R.B.C. and Lot 35 of aforesaid subdivision;
6. Thence, with the northwesterly line of said call 129.23 acre tract and said Lot 36 common with the southeasterly line of said call 5.00 acre tract and said Lot 35, North 59 degrees 46 minutes 06 seconds East, a distance of 437.90 feet (call North 59 degrees 46 minutes 05 seconds East, a distance of 438.0 feet) to a 1/2-inch iron rod found at an interior corner of said call 129.23 acre tract, the east corner of said call 5.00 acre tract and the south corner of a call 3.002 acre tract of land conveyed Jane C. Walker in Clerk's File No. 1986-031185 of the O.P.R.B.C.;

7. Thence, with the northwesterly line of said call 129.23 acre tract and aforesaid Lots 36, 41, and 46 common with the southeasterly line of said call 3.002 acre tract, the southeasterly line of a call 3.037 acre tract of land conveyed to Tranquility Estates, L.P. in C.F. No. 1998-000696 of the O.P.R.B.C., the southeasterly line of Trussell's Estate, a subdivision recorded in Clerk's File No. 1996037669 of the O.P.R.B.C., the southeasterly line of Ostos Park, a subdivision recorded in Clerk's File No. 1995-023476 of the O.P.R.B.C., the southeasterly line of the remainder of a 28.5 acre tract conveyed to Virgil Claude McGinnes and Velmo Roy McGinnes in Volume 597, Page 541 of the D.R.B.C., and the southeasterly line of Lots 35, 42, and 45 of aforesaid Hooper and Wade Subdivision, North 59 degrees 38 minutes 57 seconds East, a distance of 902.06 feet (call North 59 degrees 39 minutes 56 seconds East) to the west corner of Reserve "A" of aforesaid Mustang Crossing Sections One and Two, from which a 5/8-inch iron rod with cap found bears North 15 degrees 37 minutes West, a distance of 0.60 feet;

Thence, with the southwesterly line of said Reserve "A", the following four (4) courses:

8. South 30 degrees 14 minutes 12 seconds East, a distance of 310.66 feet (call 311.16 feet) to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
9. North 59 degrees 45 minutes 48 seconds East, a distance of 115.00 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
10. South 30 degrees 14 minutes 12 seconds East, a distance of 51.03 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
11. 239.80 feet along the arc of a curve to the right, said curve having a central angle of 24 degrees 11 minutes 23 seconds, a radius of 568.00 feet and a chord that bears South 18 degrees 08 minutes 30 seconds East, a distance of 238.03 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set at the north corner of Mustang Crossing Section Four, a subdivision recorded in Clerk's File No. 2013011182 of the O.P.R.B.C.;
12. South 83 degrees 55 minutes 31 seconds West, at a distance of 115.00 passing a 5/8-inch iron rod with cap found on the easterly Right-of-Way line of Saddlecreek (50 feet wide) recorded in said Mustang Crossing Section Four, and continuing for a total distance of 175.04 feet (call South 83 degrees 57 minutes 13 seconds West, a distance of 175.00 feet) to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set on the westerly Right-of-Way line of said Saddlecreek;

13. Thence, with the westerly Right-of-Way line of said Saddle Creek, 76.79 feet (call 76.76) along the arc of a curve to the right, said curve having a central angle of 11 degrees 11 minutes 41 seconds, a radius of 393.00 feet and a chord that bears South 00 degrees 26 minutes 56 seconds East, a distance of 76.66 feet to a 5/8-inch iron rod with cap found on the northwesterly line of said Mustang Crossing Section Four;

Thence, with the northwesterly and southwesterly lines of said Mustang Crossing Section Four, the following nine (9) courses:

14. South 59 degrees 45 minutes 48 seconds West, a distance of 1,013.58 feet (call 1013.60 feet) to a 5/8-inch iron rod found;
15. South 30 degrees 11 minutes 13 seconds East, a distance of 100.13 feet (call 100.08 feet) to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
16. South 59 degrees 48 minutes 47 seconds West, a distance of 50.00 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
17. 23.54 feet along the arc of a curve to the right, said curve having a central angle of 89 degrees 55 minutes 43 seconds, a radius of 15.00 feet and a chord that bears South 14 degrees 47 minutes 17 seconds West, a distance of 21.20 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
18. South 59 degrees 45 minutes 46 seconds West, a distance of 85.00 feet to an interior corne of aforesaid Mustang Crossing Section Four from which a 5/8-inch iron rod with cap found bears South 79 degrees 19 minutes West, a distance of 0.29 feet;
19. 23.57 feet along the arc of a curve to the right, said curve having a central angle of 90 degrees 02 minutes 12 seconds, a radius of 15.00 feet and a chord that bears North 75 degrees 12 minutes 44 seconds West, a distance of 21.22 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set at the northerly terminus of Mustang Crossing Boulevard recorded in said Mustang Crossing Section Four;
20. Thence, with the northwesterly terminus of said Mustang Crossing Section Four, South 59 degrees 53 minutes 37 seconds West, a distance of 60.00 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set at the westerly terminus of said Mustang Crossing Boulevard;
21. Thence, with the southwesterly Right-of-Way line of said Mustang Crossing Boulevard, South 30 degrees 11 minutes 13 seconds East, a distance of 75.83 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;

22. Thence, continuing with the southwesterly Right-of-Way line of said Mustang Crossing Boulevard, 100.81 feet (call 96.15 feet) along the arc of a curve to the right, said curve having a central angle of 13 degrees 45 minutes 10 seconds, a radius of 420.00 feet and a chord that bears South 23 degrees 18 minutes 37 seconds East, a distance of 100.57 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set at the west corner of aforesaid Mustang Crossing Sections One and Two;

Thence, with the southwesterly Right-of-Way line of said Mustang Crossing Boulevard, the following three (3) courses:

23. 112.17 feet (call 111.92 feet) along the arc of a curve to the left, said curve having a central angle of 13 degrees 17 minutes 51 seconds, a radius of 483.32 feet and a chord that bears South 21 degrees 45 minutes 32 seconds East, a distance of 111.92 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
24. South 28 degrees 35 minutes 44 seconds East, a distance of 1,380.01 feet to a 5/8-inch iron rod with cap found;
25. South 17 degrees 45 minutes 57 seconds West, at a distance of 14.49 feet passing a 5/8-inch iron rod with cap found, and continuing for a total a distance of 15.50 feet (call 14.60 feet) to the northeasterly Right-of-Way line of aforesaid FM 1462;
26. Thence, with the northeasterly Right-of-Way line of said FM 1462, 1,325.34 feet along the arc of a curve to the right, said curve having a central angle of 41 degrees 22 minutes 49 seconds, a radius of 1,835.08 feet and a chord that bears South 84 degrees 39 minutes 58 seconds West, a distance of 1,296.72 feet to a disturbed concrete monument;
27. Thence, continuing with the northeasterly Right-of-Way line of said FM 1462, North 74 degrees 40 minutes 50 seconds West, a distance of 700.73 feet (call North 74 degrees 40 minutes 15 seconds West, a distance of 701.02 feet) to **Point of Beginning** and containing 55.14 acres of land in Tract 1.

#### **Tract 2-14.35 Acres**

**Beginning** at a 5/8-inch iron rod with cap found at the south corner of Lot 1, Block 1 of aforesaid Mustang Crossing Sections One and Two and being on the northeasterly Right-of-Way line of aforesaid Mustang Crossing Boulevard (width varies);

1. Thence, with the southeasterly line of said Block 1, North 59 degrees 45 minutes 08 seconds East, a distance of 666.29 feet (call North 59 degrees 45 minutes 48 seconds East, a distance of 666.03 feet) to a 5/8-inch iron rod with cap found;

2. Thence, with the northeasterly line of said Block 1, North 30 degrees 14 minutes 12 seconds West, a distance of 290.00 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set at the north corner of Lot 10 Block 1 on the southeasterly line of Block 2 of aforesaid Mustang Crossing Sections One and Two;
3. Thence, with the southeasterly line of said Block 2, North 59 degrees 44 minutes 52 seconds East, a distance of 777.92 feet (call North 59 degrees 45 minutes 48 seconds East, a distance of 777.15 feet) to a 5/8-inch iron rod with cap found at the east corner of Lot 25 of said Block 2;
4. Thence, with the easterly line of said Block 2, North 03 degrees 42 minutes 50 seconds East, a distance of 252.93 feet (call North 03 degrees 27 minutes 42 seconds East, a distance of 253.08 feet) to a 5/8-inch iron rod with cap found at the northeast corner of Lot 27 of said Block 2, and being on the southwesterly line of aforesaid Reserve "A";
5. Thence, with a southerly line of said Reserve "A" and the southerly line of Reserve "G" of aforesaid Mustang Crossing Sections One and Two, South 86 degrees 53 minutes 59 seconds East, a distance of 67.79 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set at the southeast corner of said Reserve "G", the east line of aforesaid 129.23 acre tract, and being on the westerly Right-of-Way line of Johnson Street (width unknown);
6. Thence, with the westerly Right-of-Way line of said Johnson Street, South 03 degrees 37 minutes 42 seconds West, a distance of 990.99 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set at the intersection of the westerly Right-of-Way line of said Johnson Street and the northwesterly Right-of-Way line of aforesaid FM 1462;
7. Thence, with the northwesterly Right-of-Way line of said FM 1462, South 59 degrees 42 minutes 42 seconds West, a distance of 930.65 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set at the east corner of a call 1.01 acre tract of land conveyed to Moody National Bank in Clerk's File No. 2006048046 of the O.P.R.B.C.;
8. Thence, with the northeasterly line of said call 1.01 acre tract, North 30 degrees 15 minutes 24 seconds West, a distance of 300.78 feet (call 300.17 feet) to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
9. Thence, with the northwesterly line of said call 1.01 acre tract, South 59 degrees 42 minutes 42 seconds West, a distance of 148.05 feet (call 148.08 feet) to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set on the northeasterly Right-of-Way line of aforesaid Mustang Crossing Boulevard;

10. Thence, with the northeasterly Right-of-Way line of said Mustang Crossing Boulevard, 29.86 feet along the arc of a curve to the left, said curve having a central angle of 04 degrees 04 minutes 27 seconds, a radius of 420.00 feet and a chord that bears North 40 degrees 34 minutes 13 seconds West, a distance of 29.86 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
11. Thence, continuing with the northeasterly Right-of-Way line of said Mustang Crossing Boulevard, 31.33 feet (call 31.32 feet) along the arc of a curve to the right, said curve having a central angle of 04 degrees 16 minutes 28 seconds, a radius of 420.00 feet and a chord that bears North 40 degrees 45 minutes 27 seconds West, a distance of 31.33 feet to the **Point of Beginning** and containing 14.35 acres of land in Tract 2.

**Tract 1- 55.14 Acres**  
**Tract 2- 14.35 Acres**  
**B1, L8- 0.237 acres**  
**Total- 69.728 Acres**



*Andrew P. McConnell*  
8-3-17