

MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF FORT WORTH, TEXAS
AND
PMB TEAM RANCH DEVCO LLC

This Municipal Services Agreement ("Agreement") is entered into on _____ day of _____, _____ by and between the City of Fort Worth, Texas, a home-rule municipality of the State of Texas, ("City") and PMB Team Ranch Devco LLC, a Texas limited liability company ("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, where the City elects to annex such an area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the Property on or after the effective date of annexation (the "Effective Date");

WHEREAS, Owner owns certain parcels of land situated in TARRANT County, Texas, which consists of approximately 87.877 acres of land in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit "A" attached and incorporated herein by reference ("Property");

WHEREAS, Owner has filed a written request with the City for full-purpose annexation of the Property, identified as Annexation Case No. AX-23-011 ("Annexation Case");

WHEREAS, City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the Annexation Case and execution of this Agreement are subject to approval by the Fort Worth City Council; and

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, which is the subject of the Annexation Case.
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. For purposes of this Agreement, "full municipal services" means all services provided by the City within its full-purpose boundaries,

including water and wastewater services and excluding gas or electrical service.

3. MUNICIPAL SERVICES.

- a. Commencing on the Effective Date, 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.
 - i. Fire – The City's Fire Department will provide emergency and fire protection services comparable with the provision of services available in other parts of the municipality with topography, land use and population density similar to the level of service contemplated or projected in the area.
 - ii. Police – The City's Police Department will provide protection and law enforcement services.
 - iii. Emergency Medical Services - The City's Fire Department and MedStar (or other entity engaged by the City after the Effective Date) will provide emergency medical services.
 - iv. Planning and Zoning – The City's Development Services Department will provide comprehensive planning, land development, land use, and building review and inspection services in accordance with all applicable laws, rules, and regulations.
 - v. Parks and Recreational Facilities. Residents of the Property will be permitted to utilize all existing publicly-owned parks and recreational facilities and all such facilities acquired or constructed after the Effective Date (including community service facilities, libraries, swimming pools, etc.), throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation; provided, however, that the City will provide for maintenance and operation of the same upon acceptance of legal title thereto by the City and appropriations therefor. In the event the City acquires any other parks, facilities, or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.
 - vi. Other Publicly Owned Buildings. Residents of the Property will be permitted to use all other publicly owned buildings and facilities where the public is granted access.
 - vii. Stormwater Utility Services – The Property will be included in the City's Stormwater Utility service area and will be assessed a monthly fee based on the amount of impervious surface. The fees will cover the direct and indirect costs of stormwater management services.
 - viii. Roads and Streets (including Street lighting) - The City's Transportation and Public Works Department will maintain the public streets and streetlights over which the City has jurisdiction. The City will provide regulatory signage services in accordance with the City policies and procedures and applicable laws.
 - ix. Water and Wastewater to Existing Structures. Occupied structures that are using water-well and on-site sewer facilities on the Effective Date may continue

to use the same. If a property owner desires to connect an existing structure to the City water and sewer system, then the owner may request a connection and receive up to 200 linear feet of water and sewer extension at the City's cost for each occupied lot or tract in accordance with the City's "Policy for the Installation of Community Facilities" and applicable law. Once connected to the City's water and sanitary sewer mains, the water and sanitary sewage service will be provided by the City at rates established by City ordinances for such service.

- x. Solid Waste Services – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.
 - xi. Code Compliance – The City's Code Department will provide education, enforcement, and abatement relating to code violations within the Property.
 - xii. Full Municipal Services – Commencing on the Effective Date, the City will provide to the Property all services provided by the City within its full-purpose boundaries and not otherwise listed above, except as provided in Section 3(b).
- b. The City will provide water service and wastewater treatment service to developments established after the Effective Date in accordance with, and on the schedule determined by, the City's extension policies and applicable law and at rates established by City ordinances for such services.
 - c. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.
 - d. Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.
4. **SERVICE LEVEL.** The City will provide the Property with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the City with topography, land use, and population density similar to those reasonably contemplated or projected for the Property.
5. **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 Case is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.
6. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
7. **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.

8. **GOVERNING LAW AND VENUE.** Venue shall be in the state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division and construed in conformity with the provisions of Texas Local Government Code Chapter 43.
9. **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.
10. **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.
11. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
12. **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.
13. **AGREEMENT BINDS AND BENEFITS 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, is binding on the Owner and the City, and is enforceable by any current or future owner of any portion of the Property.
14. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. 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 FORT WORTH

By: _____

Name: Dana Burghdoff

Title: Assistant City Manager

Approved as to Form and Legality:

Name: Melinda Ramos

Deputy City Attorney

Attest:

City Secretary

Approvals:

M&C: _____

Ordinance No. _____

Name: D. Stuart Campbell

Contract Compliance Manager

State of Texas §
County of Tarrant §


This instrument was acknowledged before me on the ____ day of _____, 2024,
by Dana Burghdoff, Assistant City Manager of the City of Fort Worth, a Texas municipal
corporation, on behalf of said corporation.

By: _____

Notary Public, State of Texas

PMB TEAM RANCH DEVCO LLC,
a Texas limited liability company

By: PMB Team Ranch Manager LLC,
a Texas limited liability company,
its Manager

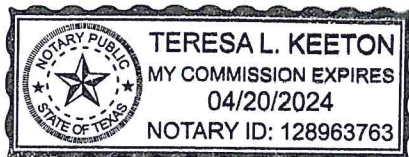
By: 
Name: K. Taylor Baird
Title: Manager

State of Texas §
County of Dallas §

This instrument was acknowledged before me on the 26 day of January, 2024, by K. Taylor Baird, Manager of PMB Team Ranch Manager LLC, a Texas limited liability company, the Manager of PMB Team Ranch Devco LLC, a Texas limited liability company, on behalf of said entities.

By: 

Notary Public, State of Texas



After Recording Return to:
City Secretary
City of Fort Worth
200 Texas Street
Fort Worth, Texas 76102

EXHIBIT A
Property Description

BEING A TRACT OF LAND SITUATED IN THE DAN H. DIXON SURVEY, ABSTRACT NO. 442; HEIRS OF NATHAN PROCTOR SURVEY, ABSTRACT NO. 1229 AND THE G.H.& H.R. RR. CO. SURVEY, ABSTRACT NO. 623, CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED TO ROCKBROOK PARTNERSHIP, LTD. BY DEED RECORDED IN COUNTY CLERK FILE NO. D212104127 OF THE OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8-INCH IRON ROD SET WITH CAP STAMPED "LJA SURVEYING" (HEREIN AFTER REFERRED TO AS A "5/8-INCH IRON ROD SET") ON THE EAST RIGHT-OF-WAY LINE OF R.M. HIGHWAY NO. 2871 (A VARIABLE-WIDTH RIGHT-OF-WAY), FROM WHICH A 5/8-INCH IRON ROD FOUND FOR THE WESTERN-MOST NORTHWEST CORNER OF SAID ROCKBROOK TRACT BEARS NORTH 00°20'10" WEST, 2090.34 FEET;

THENCE OVER AND ACROSS SAID ROCKBROOK TRACT THE FOLLOWING COURSES AND DISTANCES:

NORTH 89°39'50" EAST, A DISTANCE OF 121.01 FEET TO A 5/8-INCH IRON ROD SET FOR THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 725.00 FEET AND A CHORD THAT BEARS NORTH 85°21'31" EAST, 108.85 FEET;

WITH SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 08°36'38", AN ARC-DISTANCE OF 108.96 FEET TO A 5/8-INCH IRON ROD SET;

NORTH 81°03'12" EAST, A DISTANCE OF 111.83 FEET TO A 5/8-INCH IRON ROD SET FOR THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 775.00 FEET AND A CHORD THAT BEARS SOUTH 88°37'50" EAST, 277.57 FEET;

WITH SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 20°37'56", AN ARC-DISTANCE OF 279.08 FEET TO A 5/8-INCH IRON ROD SET;

SOUTH 78°18'52" EAST, A DISTANCE OF 17.16 FEET TO A 5/8-INCH IRON ROD SET FOR THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 725.00 FEET AND A CHORD THAT BEARS NORTH 89°18'12" EAST, 310.93 FEET;

WITH SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 24°45'52", AN ARC-DISTANCE OF 313.36 FEET TO A 5/8-INCH IRON ROD SET;

NORTH 76°55'16" EAST, A DISTANCE OF 31.44 FEET TO A 5/8-INCH IRON ROD SET;

SOUTH 13°04'44" EAST, A DISTANCE OF 272.28 FEET TO A 5/8-INCH IRON ROD SET FOR THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1,675.00 FEET AND A CHORD THAT BEARS SOUTH 34°20'02" EAST, 1,214.43 FEET;

WITH SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 42°30'35", AN ARC-DISTANCE OF 1,242.74 FEET TO A 5/8-INCH IRON ROD SET;

SOUTH 55°35'19" EAST, A DISTANCE OF 437.61 FEET TO A 5/8-INCH IRON ROD SET FOR THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,050.00 FEET AND A CHORD THAT BEARS SOUTH 54°42'40" EAST, 32.16 FEET;

WITH SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 01°45'18", AN ARC-DISTANCE OF 32.16 FEET TO A 5/8-INCH IRON ROD SET;

NORTH 36°09'59" EAST, A DISTANCE OF 95.00 FEET TO A 5/8-INCH IRON ROD SET FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1,145.00 FEET AND A CHORD THAT BEARS SOUTH 48°32'49" EAST, 211.00 FEET;

WITH SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 10°34'24", AN ARC-DISTANCE OF 211.30 FEET TO A 5/8-INCH IRON ROD SET;

SOUTH 43°15'38" EAST, A DISTANCE OF 246.81 FEET TO A 5/8-INCH IRON ROD SET;

NORTH 50°30'38" EAST, A DISTANCE OF 346.65 FEET TO A 5/8-INCH IRON ROD SET;

NORTH 51°24'33" EAST, A DISTANCE OF 49.40 FEET TO A 5/8-INCH IRON ROD SET;

SOUTH 20°52'18" EAST, A DISTANCE OF 655.52 FEET TO A 5/8-INCH IRON ROD SET;

SOUTH 01°20'58" WEST, A DISTANCE OF 129.06 FEET TO A 5/8-INCH IRON ROD SET;

SOUTH 61°30'00" EAST, A DISTANCE OF 820.33 FEET TO A 5/8-INCH IRON ROD SET;

SOUTH A DISTANCE OF 430.12 FEET TO A MAG-NAIL SET ON THE SOUTH LINE OF SAID ROCKBROOK TRACT IN THE RIGHT-OF-WAY OF ALEDO ROAD (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE ALONG SAID RIGHT-OF-WAY AND WITH SAID SOUTH LINE, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 89°16'01" WEST, A DISTANCE OF 199.79 FEET TO A MAG-NAIL SET;

NORTH 88°28'59" WEST, A DISTANCE OF 199.79 FEET TO A MAG-NAIL SET;

NORTH 86°28'59" WEST, A DISTANCE OF 199.79 FEET TO A MAG-NAIL SET;

NORTH 84°28'59" WEST, A DISTANCE OF 199.79 FEET TO A MAG-NAIL SET;

NORTH 82°58'59" WEST, A DISTANCE OF 199.79 FEET TO A MAG-NAIL SET;

NORTH 82°43'59" WEST, A DISTANCE OF 1,616.86 FEET TO A MAG-NAIL SET;

THENCE OVER AND ACROSS SAID ROCKBROOK TRACT THE FOLLOWING COURSES AND DISTANCES:

NORTH 07°53'24" EAST, A DISTANCE OF 176.83 FEET TO A 5/8-INCH IRON ROD SET FOR THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2,525.00 FEET AND A CHORD THAT BEARS NORTH 14°23'46" EAST, 572.22 FEET;

WITH SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 13°00'45", AN ARC-DISTANCE OF 573.45 FEET TO A 5/8-INCH IRON ROD SET FOR THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 345.00 FEET AND A CHORD THAT BEARS NORTH 83°00'53" WEST, 87.84 FEET;

WITH SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 14°37'38", AN ARC-DISTANCE OF 88.08 FEET TO A 5/8-INCH IRON ROD SET;

SOUTH 89°40'18" WEST, A DISTANCE OF 564.89 FEET TO A 5/8-INCH IRON ROD SET;

NORTH 00°20'10" WEST, PASSING THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED TO FORT WORTH INDEPENDENT SCHOOL DISTRICT BY DEED RECORDED IN COUNTY CLERK FILE NO. D219293163 OF SAID OFFICIAL PUBLIC RECORDS AT 15.09 FEET AND THE NORTHEAST CORNER OF SAME TRACT AT 1015.09 FEET, AND CONTINUING A TOTAL DISTANCE OF 1,065.09 FEET TO A 5/8-INCH IRON ROD SET;

NORTH 89°36'29" EAST, A DISTANCE OF 47.53 FEET TO A 5/8-INCH IRON ROD SET FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 275.00 FEET AND A CHORD THAT BEARS NORTH 73°08'18" EAST, 146.75 FEET;

WITH SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 30°56'58", AN ARC-DISTANCE OF 148.55 FEET TO A 5/8-INCH IRON ROD SET;

NORTH 57°39'49" EAST, A DISTANCE OF 375.64 FEET TO A 5/8-INCH IRON ROD SET FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1,750.00 FEET AND A CHORD THAT BEARS NORTH 26°24'58" WEST, 261.39 FEET;

WITH SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 08°33'58", AN ARC-DISTANCE OF 261.64 FEET TO A 5/8-INCH IRON ROD SET;

SOUTH 57°39'49" WEST, A DISTANCE OF 25.40 FEET TO A 5/8-INCH IRON ROD SET FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1,775.00 FEET AND A CHORD THAT BEARS NORTH 17°40'43" WEST, 284.69 FEET;

WITH SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 09°11'58", AN ARC-DISTANCE OF 285.00 FEET TO A 5/8-INCH IRON ROD SET;

NORTH 13°04'44" WEST, A DISTANCE OF 112.28 FEET TO A 5/8-INCH IRON ROD SET;

SOUTH 76°55'16" WEST, A DISTANCE OF 132.30 FEET TO A 5/8-INCH IRON ROD SET FOR THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 775.00 FEET AND A CHORD THAT BEARS SOUTH 86°13'56" WEST, 250.78 FEET;

WITH SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 18°37'20", AN ARC-DISTANCE OF 251.89 FEET TO A 5/8-INCH IRON ROD SET;

NORTH 84°27'24" WEST, A DISTANCE OF 354.00 FEET TO A 5/8-INCH IRON ROD SET FOR THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 775.00 FEET AND A CHORD THAT BEARS NORTH 87°23'47" WEST, 79.49 FEET;

WITH SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 05°52'46", AN ARC-DISTANCE OF 79.53 FEET TO A 5/8-INCH IRON ROD SET;

SOUTH 89°39'50" WEST, A DISTANCE OF 102.79 FEET TO A 5/8-INCH IRON ROD SET ON THE EAST RIGHT-OF-WAY LINE OF SAID R.M. HIGHWAY NO. 2871;

THENCE NORTH 00°20'10" WEST, WITH SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 93.857 ACRES (4,088,425 SQ. FEET), OF LAND.

SAVE AND EXCEPT THE FOLLOWING:

Being a 5.980 acre (260,472 square feet) tract of land situated in the Dan H. Dixon Survey, Abstract No. 442, City of Fort Worth, Tarrant County, Texas, and being a portion of a called 93.857 acre tract of land conveyed to PMB Team Ranch Devco LLC as recorded in Instrument No. D221321298 of the Official Public Records of Tarrant County, Texas, said 5.980 acre (260,472 square feet) tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with cap stamped "GORRONDONA & ASSOC., INC. FORT WORTH, TEXAS" set for corner in an east line of said called 93.857 acre tract of land and in a west line of a called 126.467 acre tract of land, described as Tract 3, conveyed to PMB I20 Land LP as recorded in Instrument No. D221321297 of said Official Public Records of Tarrant County, Texas, said 5/8 inch iron rod with cap stamped "GORRONDONA & ASSOC., INC. FORT WORTH, TEXAS" having grid coordinates of N=6,930,887.07 and E=2,280,295.75, from which a 5/8 inch iron rod with cap stamped "LJA SURVEYING" found for the most southerly southeast corner of said called 93.857 acre tract of land and the most southerly southwest corner of said Tract 3, bears

South 00 degrees 00 minutes 00 seconds East, a distance of 96.87 feet, said 5/8 inch iron rod with cap stamped "LJA SURVEYING" found being in the right-of-way of Aledo Road (a variable width undedicated right-of-way);

THENCE North 51 degrees 17 minutes 40 seconds West, a distance of 264.68 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA & ASSOC., INC. FORT WORTH, TEXAS" set for corner;

THENCE North 52 degrees 40 minutes 54 seconds West, a distance of 370.40 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA & ASSOC., INC. FORT WORTH, TEXAS" set for corner;

THENCE North 55 degrees 36 minutes 39 seconds West, a distance of 247.26 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA & ASSOC., INC. FORT WORTH, TEXAS" set for corner;

THENCE North 08 degrees 11 minutes 50 seconds West, a distance of 255.96 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA & ASSOC., INC. FORT WORTH, TEXAS" set for corner;

THENCE North 35 degrees 58 minutes 45 seconds West, a distance of 171.42 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA & ASSOC., INC. FORT WORTH, TEXAS" set for corner;

THENCE North 29 degrees 35 minutes 23 seconds West, a distance of 497.75 feet to a calculated point for corner in a northwest line of said called 93.857 acre tract of land and in a southeast line of said Tract 3;

THENCE North 50 degrees 30 minutes 38 seconds East, with a northwest line of said called 93.857 acre tract of land and with a southeast line of said Tract 3, a distance of 127.12 feet to a 5/8 inch iron rod with cap stamped "LJA SURVEYING" found for corner;

THENCE North 51 degrees 24 minutes 33 seconds East, with a northwest line of said called 93.857 acre tract of land and with a southeast line of said Tract 3, a distance of 49.40 feet to a 5/8 inch iron rod with cap stamped "LJA SURVEYING" found for corner;

THENCE South 20 degrees 52 minutes 18 seconds East, with a northeast line of said called 93.857 acre tract of land and with a southwest line of said Tract 3, a distance of 655.52 feet to a 5/8 inch iron rod with cap stamped "LJA SURVEYING" found for corner;

THENCE South 01 degrees 20 minutes 58 seconds West, with an east line of said called 93.857 acre tract of land and with a west line of said Tract 3, a distance of 129.06 feet to a 5/8 inch iron rod with cap stamped "LJA SURVEYING" found for corner;

THENCE South 61 degrees 30 minutes 00 seconds East, with a northeast line of said called 93.857 acre tract of land and with a southwest line of said Tract 3, a distance of 820.33 feet to a 5/8 inch iron rod with cap stamped "LJA SURVEYING" found for the most northerly southeast corner of said called 93.857 acre tract of land and the most northerly southwest corner of said Tract 3;

THENCE South 00 degrees 00 minutes 00 seconds East, with an east line of said called 93.857 acre tract of land and with a west line of said Tract 3, a distance of 333.31 feet to the POINT OF BEGINNING, and containing 260,472 square feet or 5.980 acres of land, more or less.