

**MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF FORT WORTH, TEXAS**

AND

PULTE HOMES OF TEXAS, L.P.

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 PULTE HOMES OF TEXAS, L.P. ("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 LGC 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 61.283 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-25-002 ("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: Jesica L. McEachern

Title: Assistant City Manager

Approved as to Form and Legality:

By: _____

Name: Melinda Ramos

Title: Deputy City Attorney

Attest:

By: _____

Name: Jannette S. Goodall

Title: City Secretary

By: _____

Name: _____

Title: Contract Compliance Manager

Approval:

M&C: _____

Ordinance No. _____

State of Texas §
County of Tarrant §

This instrument was acknowledged before me on the _____ day of _____, 2025,
by Jesica L. McEachern, Assistant City Manager of the City of Fort Worth, a Texas municipal
corporation, on behalf of said corporation.

By: _____

Notary Public, State of Texas

PULTE HOMES OF TEXAS, LP

By: [Signature]

Name: Marc Zett

Title: Vice President of Land Planning and Entitlement of Pulte Homes of Texas, L.P.

State of Texas §

County of Dallas §

This instrument was acknowledged before me on the 29th day of July, 2025,
by Marc Zett, Vice President of Land Planning and Entitlement on behalf of said Pulte Homes of
Texas, L.P.

By: [Signature]

Notary Public, State of Texas

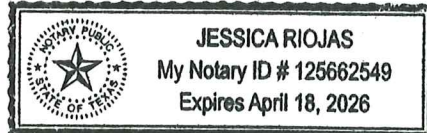


EXHIBIT A

EXHIBIT "A"

ANNEXATION EXHIBIT

2,669,477 SQFT OR 61.283 ACRES OF LAND

HIRAM LITTLE SURVEY, ABSTRACT 930

CITY OF FORT WORTH ETJ, TARRANT COUNTY, TEXAS

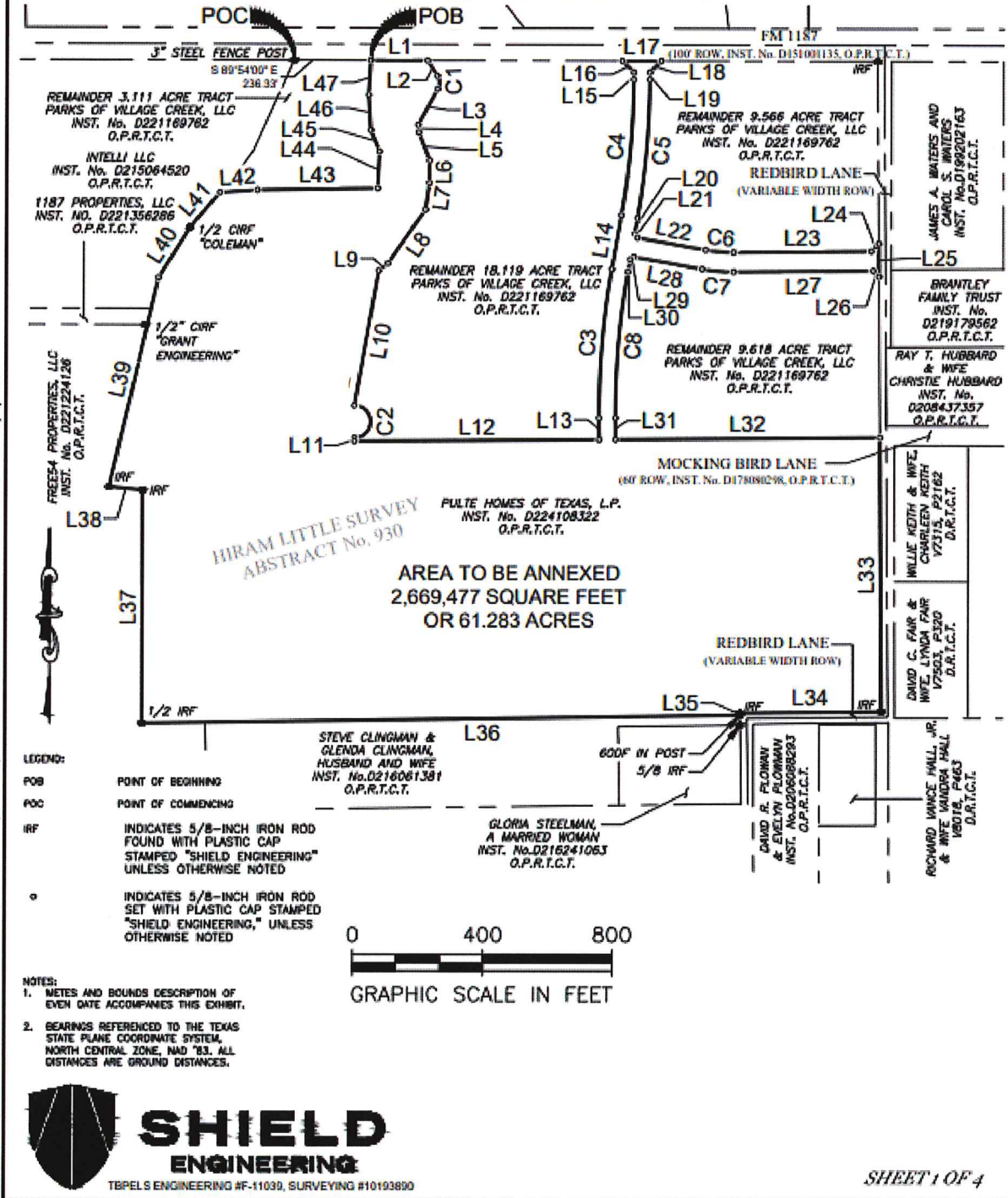


EXHIBIT A Continued

EXHIBIT "A"

ANNEXATION EXHIBIT

2,669,477 SQFT OR 61.283 ACRES OF LAND

HIRAM LITTLE SURVEY, ABSTRACT 930

CITY OF FORT WORTH ETJ, TARRANT COUNTY, TEXAS

LINE TABLE			LINE TABLE		
LINE #	BEARING	LENGTH	LINE #	BEARING	LENGTH
L1	S89°54'00"E	173.40'	L26	N45°25'30"W	26.30'
L2	S32°08'16"E	55.74'	L27	S89°35'09"W	428.97'
L3	S28°18'59"W	125.21'	L28	N79°52'47"W	213.80'
L4	S05°23'22"E	23.94'	L29	S55°01'46"W	14.12'
L5	S20°52'30"E	92.25'	L30	S00°56'20"W	38.57'
L6	S00°12'10"W	69.30'	L31	S00°24'51"E	66.61'
L7	S08°23'42"W	62.73'	L32	N89°35'09"E	813.93'
L8	S34°29'50"W	200.51'	L33	S00°24'51"E	643.97'
L9	S51°08'55"W	38.83'	L34	S89°26'29"W	434.45'
L10	S10°08'44"W	421.65'	L35	S01°32'31"E	6.80'
L11	S00°24'51"E	10.00'	L36	S89°12'04"W	1643.90'
L12	N89°35'09"E	754.25'	L37	N00°00'47"W	717.05'
L13	N20°24'51"W	66.61'	L38	N84°29'12"W	103.21'
L14	N00°56'20"E	168.48'	L39	N13°07'17"E	661.50'
L15	N00°07'54"E	22.69'	L40	N31°54'15"E	183.02'
L16	N44°53'00"W	49.46'	L41	N40°51'20"E	141.73'
L17	S89°54'00"E	119.95'	L42	N89°26'12"E	115.76'
L18	S45°04'23"W	49.47'	L43	N89°05'24"E	371.43'
L19	S00°07'54"W	22.72'	L44	N02°41'10"E	113.27'
L20	S09°56'20"W	49.91'	L45	N22°28'51"W	71.45'
L21	S34°58'14"E	14.16'	L46	N03°10'26"W	108.56'
L22	S79°52'47"E	213.99'	L47	N03°21'12"E	106.66'
L23	N89°35'09"E	424.01'			
L24	N44°28'43"E	33.36'			
L25	S00°24'51"E	102.24'			

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	42.50'	40.00'	61°09'36"	S02°11'08"E	40.61'
C2	158.92'	50.00'	179°49'12"	S00°19'27"E	100.00'
C3	460.76'	2550.00'	10°21'10"	N84°45'44"E	460.14'
C4	419.36'	2450.00'	9°48'26"	N05°02'07"E	418.65'
C5	427.92'	2500.00'	9°48'26"	S05°02'07"W	427.39'
C6	88.41'	476.00'	10°32'04"	S85°08'49"E	88.29'
C7	97.45'	530.00'	10°32'04"	N85°08'49"W	97.31'
C8	451.73'	2500.00'	10°21'10"	S04°45'44"W	451.11'

THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE §138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

- NOTES:
1. METES AND BOUNDS DESCRIPTION OF EVIDENCE ACCOMPANIES THIS EXHIBIT.
 2. BEARINGS REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NAD 83. ALL DISTANCES ARE GROUND DISTANCES.



SHIELD
ENGINEERING

TBPELS ENGINEERING #F-11039, SURVEYING #10193890

Cody Watson

CODY WATSON
R.P.L.S. No. 7056
DATED: 06-09-2025



SHEET 2 OF 4

EXHIBIT A
Continued

EXHIBIT "B"

ANNEXATION EXHIBIT

2,669,477 SQFT OR 61.283 ACRES OF LAND

HIRAM LITTLE SURVEY, ABSTRACT 930

CITY OF FORT WORTH ET AL, TARRANT COUNTY, TEXAS

WHEREAS PULTE HOMES OF TEXAS, L.P., A TEXAS LIMITED PARTNERSHIP, IS THE OWNER OF A 61.283 ACRE TRACT OF LAND SITUATED IN THE HIRAM LITTLE SURVEY, ABSTRACT NUMBER 930, CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, SAID TRACT OF LAND BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED BY DEED TO PULTE HOMES OF TEXAS, L.P., AS RECORDED IN INSTRUMENT NUMBER D224108322, OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS (O.P.R.T.C.T.), SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: COMMENCING AT A 3 INCH STEEL FENCE POST FOUND BEING THE COMMON NORTHWEST CORNER OF A 3.111 ACRE REMAINDER TRACT OF LAND DESCRIBED BY DEED TO PARKS OF VILLAGE CREEK, LLC AS RECORDED IN INSTRUMENT NUMBER D221169762 O.P.R.T.C.T., AND THE NORTHEAST CORNER OF A CERTAIN TRACT OF LAND DESCRIBED BY DEED TO INTELLI, LLC., AS RECORDED IN INSTRUMENT NUMBER D215064520, O.P.R.T.C.T., AND BEING IN THE SOUTH RIGHT-OF-WAY LINE OF FARM TO MARKET ROAD NUMBER 1187 (A 100 FOOT RIGHT-OF-WAY), AS DESCRIBED BY DEED RECORDED IN INSTRUMENT NUMBER D151001135, O.P.R.T.C.T.;

THENCE SOUTH 89°54'00" EAST, WITH THE COMMON NORTH LINE OF SAID 3.111 ACRE TRACT AND THE SOUTH RIGHT-OF-WAY LINE OF SAID FARM TO MARKET ROAD 1187, A DISTANCE OF 236.33 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "SHIELD ENGINEERING" SET (IRS) FOR THE POINT OF BEGINNING BEING THE COMMON CORNER OF SAID 3.111 ACRE TRACT AND A NORTHERN CORNER OF SAID PULTE HOMES OF TEXAS TRACT;

THENCE SOUTH 89°54'00" EAST, WITH THE COMMON NORTHERLY LINE OF SAID PULTE HOMES TRACT AND THE SOUTH RIGHT-OF-WAY LINE OF SAID FM 1187, A DISTANCE OF 173.40 TO AN IRS BEING THE COMMON CORNER OF SAID PULTE HOMES TRACT AND THE NORTHWEST CORNER OF A 18.119 ACRE REMAINDER TRACT OF SAID PARKS OF VILLAGE CREEK, LLC TRACT;

THENCE IN AN SOUTHERLY DIRECTION, WITH THE COMMON LINES OF SAID PULTE HOMES TRACT AND THE LINES OF SAID 18.119 ACRE REMAINDER TRACT OF LAND THE FOLLOWING COURSES AND DISTANCES:

SOUTH 32°08'16" EAST, A DISTANCE OF 55.74 TO AN IRS BEING THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

WITH SAID TANGENT CURVE TO THE RIGHT AN ARC DISTANCE OF 42.59 FEET, HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 61°00'36", AND A CHORD BEARING AND DISTANCE OF SOUTH 02°11'08" EAST, 40.61 FEET TO AN IRS;

SOUTH 28°18'59" WEST, A DISTANCE OF 125.21 FEET TO AN IRS;

SOUTH 05°23'22" EAST, A DISTANCE OF 23.94 FEET TO AN IRS;

SOUTH 20°52'30" EAST, A DISTANCE OF 92.25 FEET TO AN IRS;

SOUTH 00°12'10" WEST, A DISTANCE OF 69.30 FEET TO AN IRS;

SOUTH 08°23'42" WEST, A DISTANCE OF 82.73 FEET TO AN IRS;

SOUTH 34°29'50" WEST, A DISTANCE OF 200.51 FEET TO AN IRS;

SOUTH 51°08'58" WEST, A DISTANCE OF 36.83 FEET TO AN IRS;

SOUTH 10°08'44" WEST, A DISTANCE OF 421.65 FEET TO AN IRS BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

WITH SAID NON-TANGENT CURVE TO THE RIGHT AN ARC DISTANCE OF 156.92 FEET, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 179°49'12", AND A CHORD BEARING AND DISTANCE OF SOUTH 00°19'27" EAST, 100.00 FEET TO AN IRS;

SOUTH 00°24'51" EAST, A DISTANCE OF 10.00 FEET TO AN IRS;

NORTH 89°35'09" EAST, A DISTANCE OF 754.25 FEET TO AN IRS;

NORTH 00°24'51" WEST, A DISTANCE OF 60.61 FEET TO AN IRS BEING THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

WITH SAID TANGENT CURVE TO THE RIGHT AN ARC DISTANCE OF 460.76 FEET, HAVING A RADIUS OF 2,550.00 FEET, A CENTRAL ANGLE OF 10°21'10", AND A CHORD BEARING AND DISTANCE OF NORTH 04°45'44" EAST, 460.14 FEET TO AN IRS;

NORTH 09°56'20" EAST, A DISTANCE OF 168.48 FEET TO AN IRS BEING THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

WITH SAID TANGENT CURVE TO THE LEFT AN ARC DISTANCE OF 419.36 FEET, HAVING A RADIUS OF 2,450.00 FEET, A CENTRAL ANGLE OF 09°48'26", AND A CHORD BEARING AND DISTANCE OF NORTH 05°02'07" EAST, A DISTANCE OF 418.85 FEET TO AN IRS;

NORTH 00°07'54" EAST, A DISTANCE OF 22.60 FEET TO AN IRS;

NORTH 44°53'00" WEST, A DISTANCE OF 49.48 FEET TO AN IRS BEING THE COMMON CORNER OF SAID PULTE HOME TRACT AND THE NORTHERN MOST NORTHEAST CORNER OF SAID 18.119 ACRE TRACT AND IN THE SOUTH RIGHT-OF-WAY LINE OF AFOREMENTIONED FARM TO MARKET ROAD 1187

THENCE SOUTH 89°54'00" EAST, WITH SAID COMMON THE COMMON NORTHERLY LINE OF SAID PULTE HOMES TRACT AND THE SOUTH RIGHT-OF-WAY LINE OF SAID FM 1187, A DISTANCE OF 119.95 FEET TO AN IRS BEING THE COMMON CORNER OF SAID PULTE HOMES TRACT AND THE NORTHERN MOST NORTHWEST CORNER OF A 9.566 ACRE REMAINDER OF SAID PARKS OF VILLAGE CREEK, LLC TRACT;

THENCE IN A SOUTHEASTERLY DIRECTION, WITH THE COMMON LINES OF SAID PULTE HOMES TRACT AND THE LINES OF SAID 9.266 ACRE REMAINDER TRACT OF LAND THE FOLLOWING COURSES AND DISTANCES:

SOUTH 45°04'23" WEST, A DISTANCE OF 40.47 FEET TO AN IRS;

SOUTH 00°07'54" WEST, A DISTANCE OF 22.74 FEET TO AN IRS BEING THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

WITH SAID TANGENT CURVE TO THE RIGHT AN ARC DISTANCE OF 427.92 FEET, HAVING A RADIUS OF 2,500.00 FEET, A CENTRAL ANGLE OF 09°48'26", AND A CHORD BEARING AND DISTANCE OF SOUTH 05°02'07" WEST, 427.39 FEET TO AN IRS;

SOUTH 09°56'20" WEST, A DISTANCE OF 40.61 FEET TO AN IRS;

SOUTH 34°58'14" EAST, A DISTANCE OF 14.16 FEET TO AN IRS;

SOUTH 79°52'47" EAST, A DISTANCE OF 213.99 FEET TO AN IRS BEING THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

WITH SAID TANGENT CURVE TO THE LEFT AN ARC DISTANCE OF 86.41 FEET, HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 10°32'04", AND A CHORD BEARING AND DISTANCE OF SOUTH 85°08'48" EAST, 86.29 FEET TO AN IRS;

NORTH 89°35'09" EAST, A DISTANCE OF 424.01 FEET TO AN IRS;

NORTH 44°28'43" EAST, A DISTANCE OF 33.38 FEET TO AN IRS BEING THE COMMON CORNER OF SAID PULTE HOME TRACT AND THE EASTERN MOST SOUTHEAST CORNER OF SAID 9.566 ACRE TRACT AND IN THE WEST RIGHT-OF-WAY LINE OF REDBIRD LANE (A VARIABLE WIDTH RIGHT-OF-WAY);

(CONTINUED ON SHEET 4)



SHIELD
ENGINEERING

TBPELS ENGINEERING #F-11030, SURVEYING #10103890

NOTES:

1. EXHIBIT DRAWING OF EVEN DATE ACCOMPANIES THIS METES AND BOUNDS DESCRIPTION.

SHEET 3 OF 4

EXHIBIT A
Continued

EXHIBIT "B"

ANNEXATION EXHIBIT

2,669,477 SQFT OR 61.283 ACRES OF LAND

HIRAM LITTLE SURVEY, ABSTRACT 930

CITY OF FORT WORTH ETJ, TARRANT COUNTY, TEXAS

NOTE:
1. EXHIBIT DRAWING OF EVEN DATE ACCOMPANIES
THIS METES AND BOUNDS DESCRIPTION.

THENCE SOUTH 00°24'51" EAST, WITH THE COMMON EASTERLY LINE OF SAID PULTE HOMES TRACT AND THE WEST RIGHT-OF-WAY LINE OF SAID REDBIRD LANE, A DISTANCE OF 1102.24 FEET TO AN IRS BEING THE COMMON CORNER OF SAID PULTE HOMES TRACT AND THE EASTERN MOST NORTHEAST CORNER OF A 9.618 ACRE REMAINDER TRACT OF SAID PARKS OF VILLAGE CREEK, LLC TRACT;
THENCE IN A SOUTHERLY DIRECTION, WITH THE COMMON LINES OF SAID PULTE HOMES TRACT AND THE LINES OF SAID 9.618 ACRE TRACT OF LAND THE FOLLOWING COURSES AND DISTANCES:

NORTH 45°25'30" WEST, A DISTANCE OF 28.30 FEET TO AN IRS;

SOUTH 89°35'09" WEST, A DISTANCE OF 428.97 FEET TO AN IRS BEING THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

WITH SAID TANGENT CURVE TO THE RIGHT AN ARC DISTANCE OF 97.45 FEET, HAVING A RADIUS OF 530.00 FEET, A CENTRAL ANGLE OF 10°32'04", AND A CHORD BEARING AND DISTANCE OF NORTH 85°08'49" WEST, 97.31 FEET TO AN IRS;

NORTH 79°52'47" WEST, A DISTANCE OF 213.80 FEET TO AN IRS;

SOUTH 55°01'46" WEST, A DISTANCE OF 14.12 FEET TO AN IRS;

SOUTH 09°56'20" WEST, A DISTANCE OF 38.57 FEET TO AN IRS BEING THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT AN ARC DISTANCE OF 451.73 FEET, HAVING A RADIUS OF 2,500.00 FEET, A CENTRAL ANGLE OF 10°21'10", AND A CHORD BEARING AND DISTANCE OF SOUTH 04°45'44" WEST, 451.11 FEET TO AN IRS;

SOUTH 00°24'51" EAST, A DISTANCE OF 66.61 FEET TO AN IRS;

NORTH 89°35'09" EAST, A DISTANCE OF 813.93 FEET TO AN IRS BEING THE COMMON CORNER OF SAID PULTE HOME TRACT AND THE SOUTHEAST CORNER OF SAID 9.618 ACRE TRACT AND IN THE WEST RIGHT-OF-WAY LINE OF SAID REDBIRD LANE;

THENCE IN A SOUTHWESTERLY DIRECTION, WITH THE COMMON EASTERLY LINE OF SAID PULTE HOMES TRACT AND THE WEST RIGHT-OF-WAY LINE OF SAID REDBIRD LANE, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 00°24'51" EAST, A DISTANCE OF 843.97 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "SHIELD ENGINEERING" FOUND (RF) BEING THE EASTERLY SOUTHEAST CORNER OF SAID PULTE HOMES OF TEXAS TRACT;

SOUTH 89°26'29" WEST, A DISTANCE OF 434.45 FEET TO AN IRF BEING THE REENTRANT CORNER OF SAID PULTE HOMES OF TEXAS TRACT;

SOUTH 01°32'31" EAST, A DISTANCE OF 6.80 FEET TO A 600 NAIL IN A FENCE CORNER FOUND BEING THE COMMON WESTERLY SOUTHEAST CORNER OF SAID PULTE HOMES OF TEXAS TRACT, AND THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED BY DEED TO STEVE CLINGMAN AND GLENDA CLINGMAN AS RECORDED IN INSTRUMENT NUMBER D216061381, O.P.R.T.C.T., FROM WHICH A 5/8 INCH IRON ROD FOUND BEING THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED TO GLORIA STEELMAN, A MARRIED WOMAN, AS RECORDED IN INSTRUMENT NUMBER D216241063, O.P.R.T.C.T. BEARS SOUTH 00°54'44" EAST, A DISTANCE OF 30.10 FEET;

THENCE SOUTH 89°12'04" WEST, WITH SAID COMMON SOUTH AND NORTH LINE, PASSING AT A DISTANCE OF 1,647.74 FEET THE COMMON NORTHWEST CORNER OF SAID CLINGMAN TRACT AND THE EASTERN MOST NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED BY DEED TO PRATER ENERGY & DEVELOPMENT LLC, AND RECORDED IN INSTRUMENT NUMBER D218135335, O.P.R.T.C.T., CONTINUING A TOTAL DISTANCE OF 1,843.90 FEET TO A POINT FROM WHICH A 1/2 INCH IRON ROD FOUND BEING THE COMMON SOUTHWEST CORNER OF SAID PULTE HOMES OF TEXAS TRACT AND A REENTRANT CORNER OF SAID PRATER ENERGY TRACT;

THENCE NORTH 00°00'47" WEST, WITH THE COMMON WEST LINE OF SAID PULTE HOMES OF TEXAS TRACT AND THE EAST LINE OF SAID PRATER ENERGY TRACT, A DISTANCE OF 717.95 FEET TO AN IRF;

THENCE NORTH 84°29'12" WEST, WITH SAID COMMON WEST AND EAST LINE, A DISTANCE OF 103.21 FEET TO AN IRF;

THENCE NORTH 13°07'17" EAST, PASSING, AT A DISTANCE OF 513.04 FEET, THE COMMON NORTHEAST CORNER OF SAID PRATER ENERGY TRACT AND THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED BY DEED TO 1187 PROPERTIES, LLC, AS RECORDED IN INSTRUMENT NUMBER D221356286, O.P.R.T.C.T., AND PASSING, AT A DISTANCE OF 584.57 FEET, THE NORTHEAST CORNER OF SAID 1187 PROPERTIES TRACT AND THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED BY DEED TO INTELLI, LLC, AS RECORDED IN INSTRUMENT NUMBER D215064520, O.P.R.T.C.T., CONTINUING A TOTAL DISTANCE OF 661.59 FEET TO AN IRS;

THENCE NORTH 31°54'15" EAST, WITH THE COMMON WEST LINE OF SAID PULTE HOMES OF TEXAS TRACT AND THE EAST LINE OF SAID INTELLI TRACT, A DISTANCE OF 183.02 FEET TO A 1/2 INCH IRON ROD WITH CAP STAMPED "COLEMAN" FOUND;

THENCE NORTH 40°51'28" EAST, WITH SAID COMMON WEST AND EAST LINE, A DISTANCE OF 141.73 FEET TO AN IRS BEING THE COMMON CORNER OF SAID PULTE HOMES TRACT AND THE SOUTHWEST CORNER OF AFOREMENTIONED 3.111 ACRE TRACT;

THENCE IN A NORTHEASTERLY DIRECTION, WITH THE COMMON NORTHWESTERLY LINES OF SAID PULTE HOMES AND THE SOUTHEASTERLY LINES OF SAID 3.111 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 86°26'12" EAST, A DISTANCE OF 115.78 FEET TO AN IRS;

NORTH 89°05'24" EAST, A DISTANCE OF 371.43 FEET TO AN IRS;

NORTH 02°41'10" EAST, A DISTANCE OF 113.27 FEET TO AN IRS;

NORTH 22°28'51" WEST, A DISTANCE OF 71.45 FEET TO AN IRS;

NORTH 03°19'26" WEST, A DISTANCE OF 108.56 FEET TO AN IRS;

NORTH 03°21'12" EAST, A DISTANCE OF 108.68 FEET TO THE POINT OF BEGINNING,

AND CONTAINING 2,669,477 SQUARE FEET, OR 61.283 ACRES OF LAND, MORE OR LESS.

THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE §138.05, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.



**SHIELD
ENGINEERING**

TBPELS ENGINEERING #F-11030, SURVEYING #10103800

CODY WATSON
R.P.L.S. No. 7056
DATED: 06-09-2025



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