



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: October 13, 2026

To: Honorable Mayor and Members of City Council

From: David Ruiz, Planner

SUBJECT: On the Final Subdivision Plat application for Verdancia Unit 3 (Case No. SDF25-0003) to reaffirm approval and to allow recording of the plat prior to the completion of all required improvements secured by sufficient bond and to ratify the Subdivision Construction Agreement between the Town of Horizon City and Hunt Communities GP, LLC authorizing the Mayor to sign the agreement and recording plats. The subject property is legally described as being A Portion Of Land Situated in Section 30, Block 78, Township 3, Texas and Pacific Railway Company Surveys, El Paso County, Texas. Containing 15.399 acres $\pm$. Application submitted by Applicant/Representative: CEA Group.

On July 20, 2026, the Planning & Zoning Commission unanimously recommended approval of Verdancia Unit 3 Subdivision Final Plat.

On August 11, 2026, the City Council approved Verdancia Unit 3 Subdivision Final Plat.

The application meets all minimum requirements of a final subdivision plat and staff recommends approval of Verdancia Unit 3 Subdivision Final Plat.

Attached for your review is the staff report that was prepared for the Planning and Zoning Commission.



TOWN OF HORIZON CITY
Planning and Zoning Commission Staff Report

Case No.: SDF26-0001 Verdancia Unit 3 Final

Application Type: Final Subdivision Plat Application

P&Z Hearing Date: July 20, 2026

Staff Contact: David Ruiz, Planner
915-852-1046, Ext. 404; druiz@horizoncity.org

Address/Location: East of Eastlake Blvd & North of Horizon Blvd.

Property ID Nos.:

Legal Description: Being A Portion Of Section 30, Block 78, Township 3, Texas And Pacific Railway Company Surveys, El Paso County, Texas. Containing 45.399 Acres ±

Property Owner: Hunt Horizon Crossing, LLC

Applicant/Rep.: CEA Group, Jorge Grajeda

Nearest Park: Horizon Mesa Park

Nearest School: Horizon High School and Horizon Middle School

SURROUNDING PROPERTIES:		
	Zoning	Land Use
N	Vacant	Residential
E	Vacant	Residential (El Paso County)
S	Vacant	PUD
W	Vacant	Residential
LAND USE AND ZONING:		
	Existing	Proposed
Land Use	Vacant	Residential Subdivision
Zoning	R-3 Residential	R-3 Residential

Application Description:

Final Subdivision:

The proposed final plat residential subdivision includes 206 lots for single-family residential development, 1 commercial lot, 1 pond areas, 1 Public Parks, the smallest lot measuring approximately 5,500 sq. ft. and the largest lot measuring approximately 14,016 sq. ft. Internal 54 ft. residential sub-collector streets, a 68' feet residential collector street, a 69' collector arterial, and a 120' major arterial.

Cumulative Parkland Dedication:

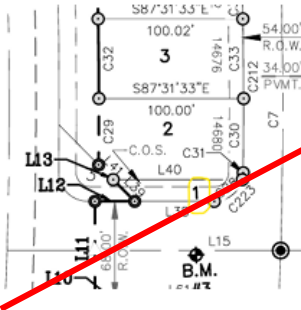
Verdancia Unit 3 requires 0-acres of parkland dedication, and they carried 5.863-acres of parkland credit. \$0 in park fees based on Horizon City's Cumulative parkland dedication and fee requirements. The applicant is proposing to satisfy the requirement through the dedication of 1.183-acres of parkland. The proposed dedication consists of 1 park, a 1.183-acre on the north part of the subdivision.

Staff Recommendation:

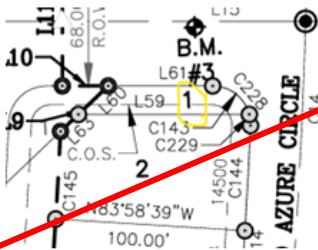
Staff recommends approval subject to addressing all pending comments prior to City Council Meeting.

Planning Division Comments:

1. What is the proposed use on Lot 1, Block 1, was it supposed to be a lot?



2. What is the proposed use on Lot 1, Block 4, was it supposed to be a lot?



3. Missing property boundaries between Lot 76-77, Block 1



Town Engineer Comments:

El Paso 9-1-1 District Comments:

The 9-1-1 District has no comments/concerns regarding this plat.

TxDOT Comments:

No comments

El Paso Electric Company:

~~We have no comments for Verdancia Unit 3.~~

Texas Gas Service:

~~Texas Gas Service has this project on queue, no additional comments at this time.~~

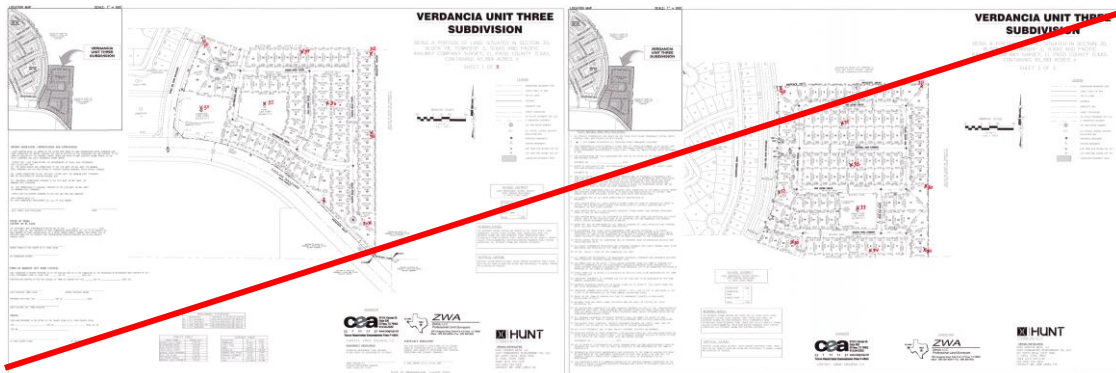
El Paso Natural Gas / Kinder Morgan:

~~This project area is clear of El Paso Natural Gas a company of Kinder Morgans Pipelines and Facilities.~~

Clint ISD:

~~Clint ISD takes no exception to the information presented.~~

El Paso Central Appraisal District (EPCAD):



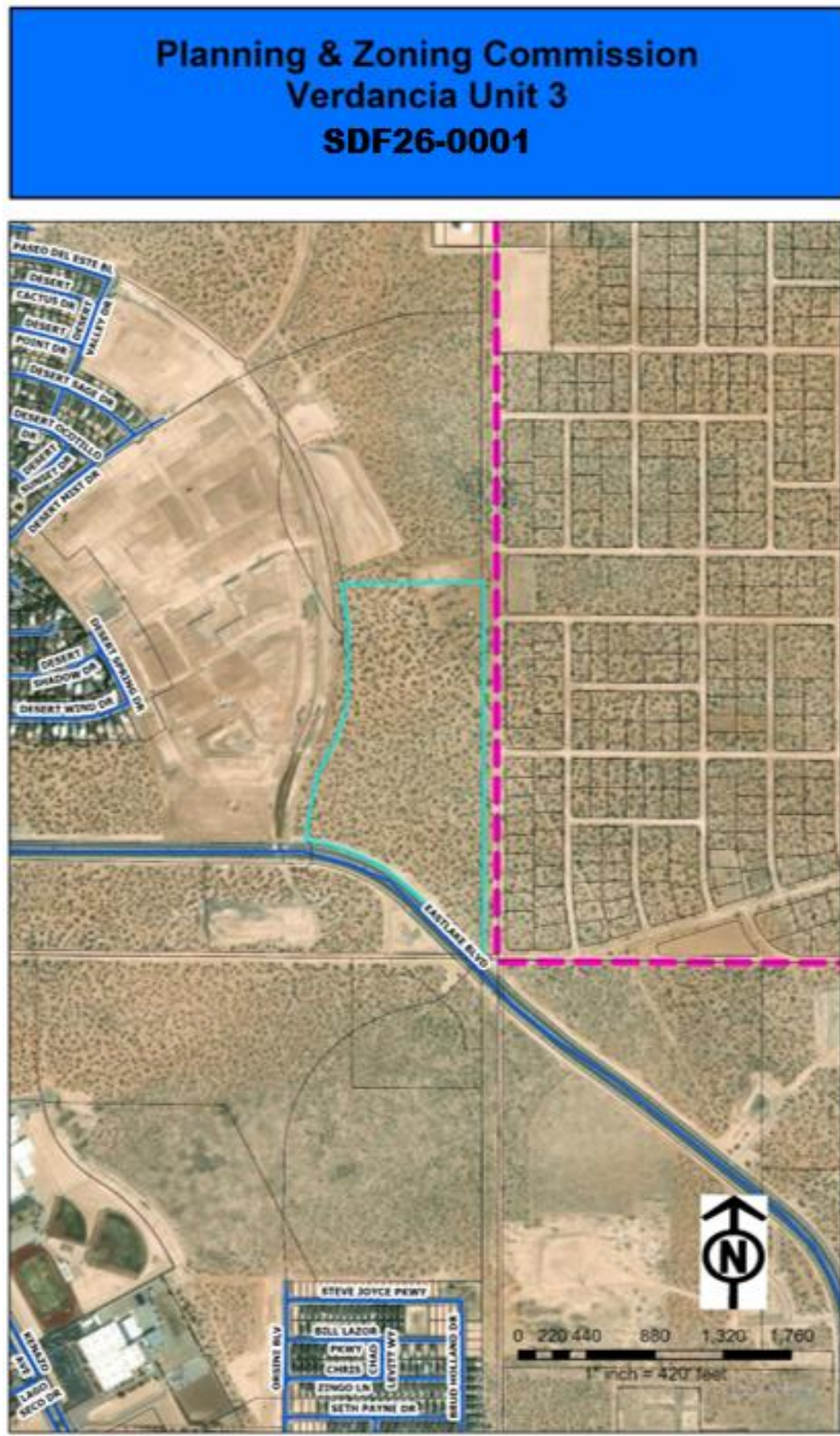
HRMUD:

No comments

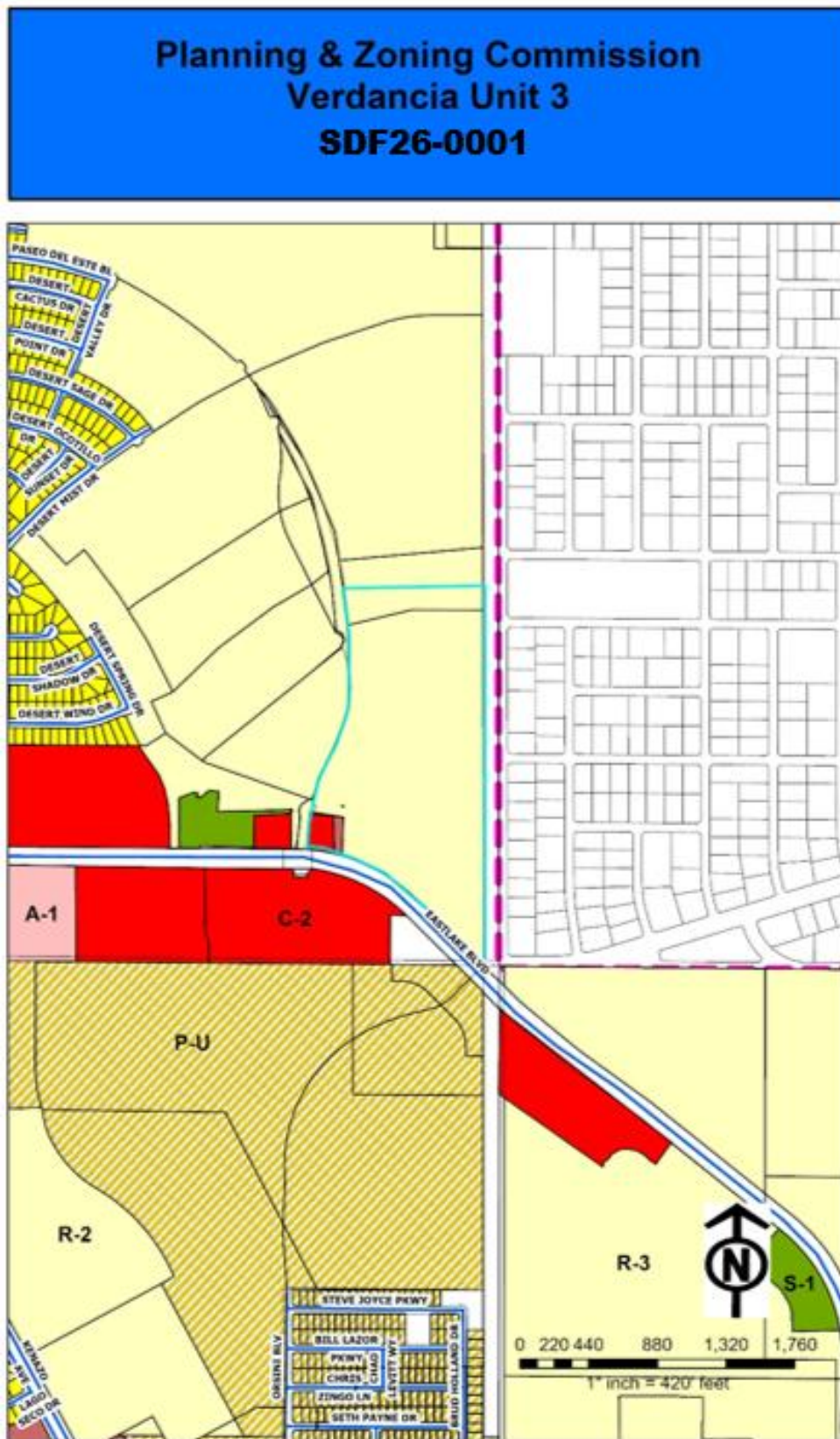
Attachments:

- 1 – Aerial
- 2 – Zoning Designation Map
- 3 – Location Map
- 4 – Preliminary Plat
- 5 – Existing and Proposed Right-of-Way Cross Section and Cul-De-Sacs
- 6 – Modification Request
- 7 – Subdivisions Construction Agreement and Performance Bond
- 8 – Subdivisions Construction Agreement
- 9 – Performance Bond
- 10 – Cost Estimate
- 11 – Legal Description

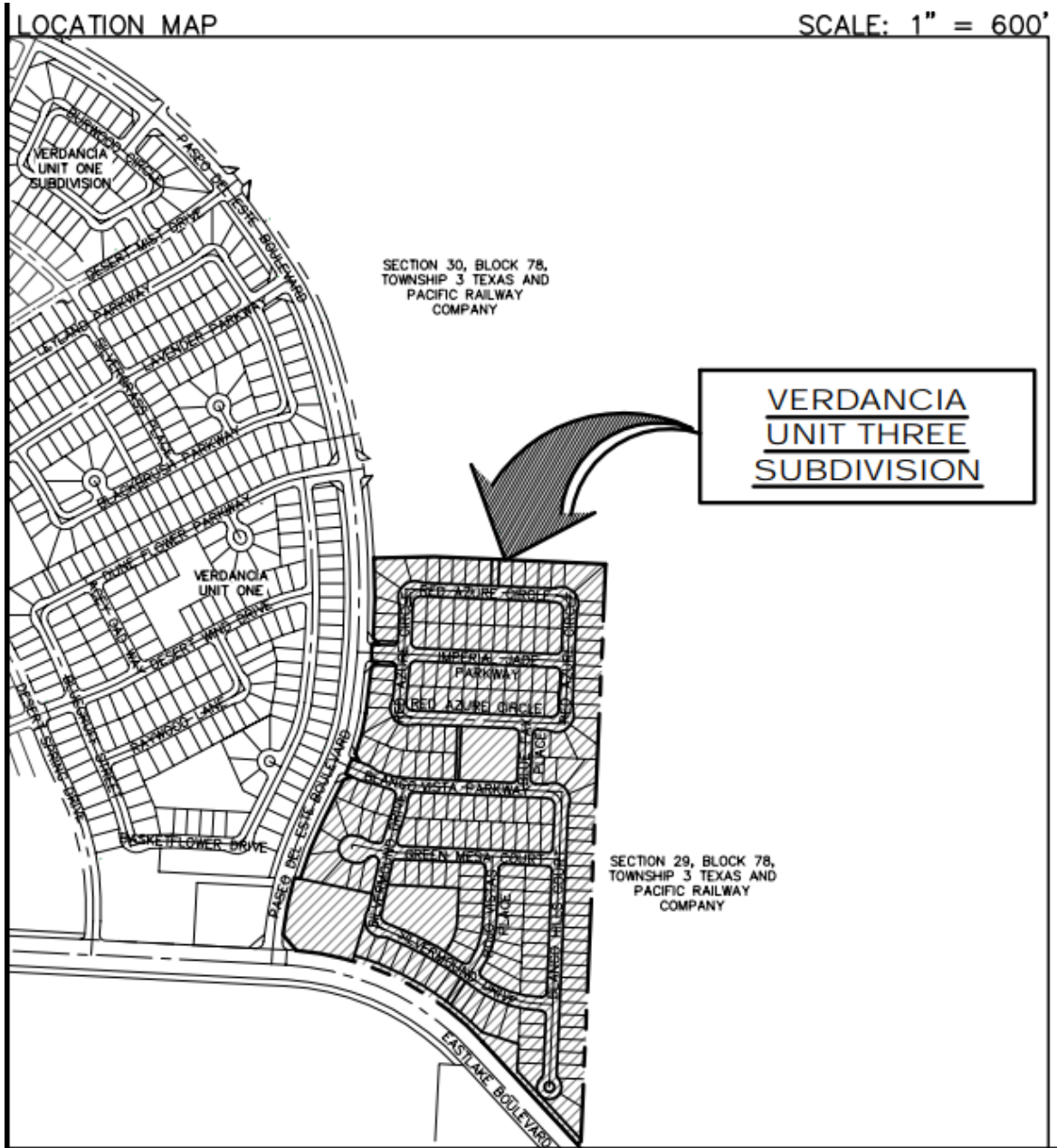
Attachment 1: Aerial Map



Attachment 2: Zoning Designation Map



Attachment 3: Location Map



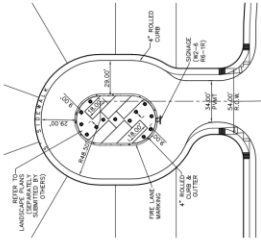
October 13, 2026

Attachment 5: Existing and Proposed Right-of-Way Cross Section and Cul-De-Sacs

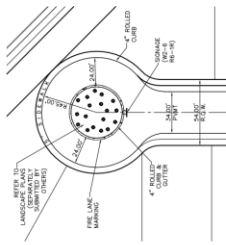
VERDANCIA UNIT THREE SUBDIVISION

BEING A PORTION OF LAND SITUATED IN SECTION 30,
BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC
RAILWAY COMPANY SURVEY, EL PASO COUNTY TEXAS,
CONTAINING 45.399 ACRES ±

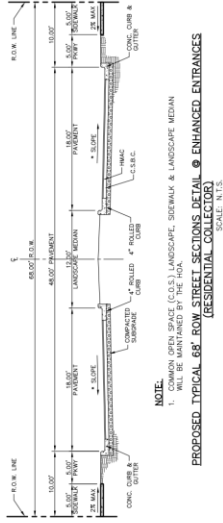
SHEET 4 OF 4



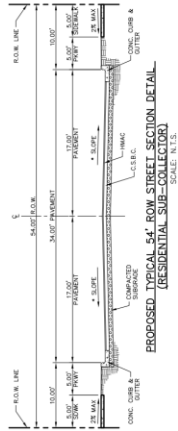
TYPICAL CUL-DE-SAC PARKING LAYOUT
SCALE: N.T.S.



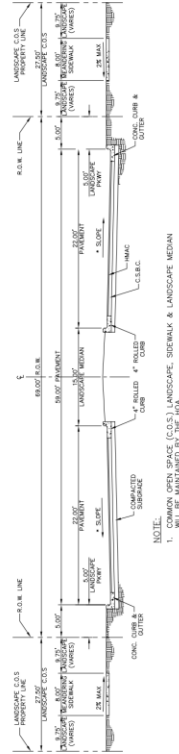
TYPICAL CUL-DE-SAC LAYOUT
SCALE: N.T.S.



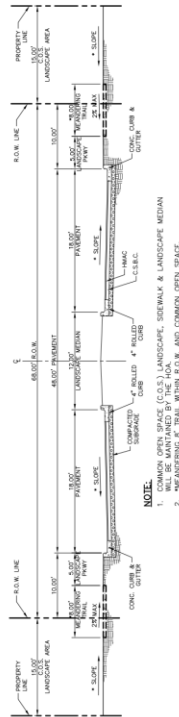
PROPOSED TYPICAL 68' ROW STREET SECTIONS DETAIL @ ENHANCED ENTRANCES
(RESIDENTIAL COLLECTOR)
SCALE: N.T.S.



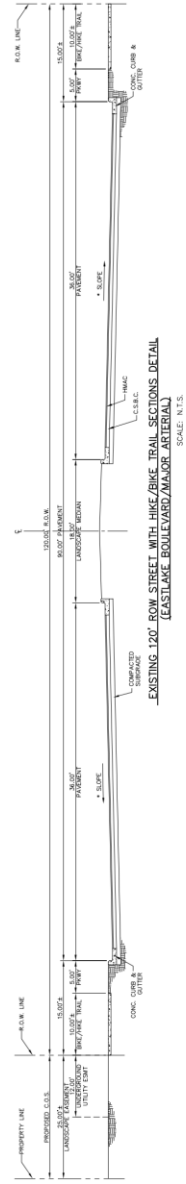
PROPOSED TYPICAL 68' ROW STREET SECTION DETAIL
(RESIDENTIAL SUB-COLLECTOR)
SCALE: N.T.S.



PROPOSED TYPICAL 68' ROW STREET SECTIONS DETAIL @ ENHANCED ENTRANCES
(RESIDENTIAL COLLECTOR)
SCALE: N.T.S.



PROPOSED TYPICAL 68' ROW STREET WITH C.O.S. TRAIL SECTIONS DETAIL @ ENHANCED ENTRANCES
(RESIDENTIAL COLLECTOR)
SCALE: N.T.S.



EXISTING 120' ROW STREET WITH HIKE/BIKE TRAIL SECTIONS DETAIL
(EASTLAKE BOULEVARD/MAJOR ARTERIAL)
SCALE: N.T.S.

Attachment 6: Modification Request



Uptown centre
813 N. Kansas St., Ste. 300
El Paso, TX 79902
915.544.5232
www.ceagroup.net

October 15, 2025

Town of Horizon City
14999 Darrington Road
Horizon City, Texas 79928

Attention: Mr. Art Rubio,
Chief Planner

Reference: Verdancia Unit Three Subdivision – Modification Request Letter

Dear Mr. Rubio:

Hunt Communities, GP, LLC is requesting the following modifications from the Town of Horizon City Subdivision Regulations.

1. Modification to use a 68-ft residential collector at enhanced neighborhood entrances. The 68-foot street right-of-way will consist of two 5-ft parkways, two 5-ft wide concrete sidewalks, two 18-ft wide pavement structures and a 12-ft raised landscape median with curbs & gutter. Landscape areas will be maintained by the HOA.
2. Modification to use a 68-ft street right-of-way with meandering trails at all local residential sub-collector streets at enhanced neighborhood entrances abutting common open space lots. The 68-ft street right-of-way will consist of two 5-ft parkways, 36-ft wide pavement structure with curb & gutter, a 12-ft raised landscape median and two 8-ft wide meandering trails. The 8-ft trails will meander within the street right-of-way parkway area and the adjacent 15-ft common open space landscape lot. This will provide a visually appealing and safe walking trail along this corridor. Landscape areas will be maintained by the HOA.
3. Modification to use 53.50-foot radius Cul-de-Sac streets with interior landscape/parking islands and outside travel lane roadway width of 24-feet. The proposed cul-de-sac and landscape/parking islands will enhance the neighborhood character, reduce the impervious surface, aid to eliminate typical cul-de-sac "stack" parking and maintain adequate room for emergency vehicle turning movement. Landscape areas will be maintained by the HOA.

On behalf of the developer and CEA Group, we thank you in advance for your prompt attention to this issue and look forward to a favorable consideration to our modifications request. If you have any questions, please do not hesitate to call me at (915) 544-5232 or email jgrajeda@ceagroup.net.

Sincerely,
CEA Group

A blue ink signature of Jorge Grajeda, P.E., written over a light blue circular stamp.

Jorge Grajeda, P.E.
Project Manager

I-2090-030-verdancia unit three - thc modification request
JG/jg

Attachment: Preliminary Plat
cc: Jose Lares, P.E., Hunt Communities, LLC.

PUBLIC INFRASTRUCTURE. PRIVATE DEVELOPMENT.

Attachment 7: Subdivisions Construction Agreement and Performance Bond

September 16, 2026

Town of Horizon City
c/o Mr. Art Rubio, AICP, CNU-A
Chief Planner
14999 Darrington Road
Horizon City, TX 79928

Reference: Verdancia Unit 3 Subdivision

Subject: Subdivision Construction Agreements & Performance Bonds

Mr. Rubio:

Hunt Communities GP, LLC hereby transmits two (2) original copies of the Subdivision Construction Agreements and the Performance Bond required for referenced project.

Should you have any questions and/or require further information, please contact me at 915/ 298-4282 or by email at mike.viramontes@huntcompanies.com.

Sincerely,

HUNT COMMUNITIES GP, LLC

TOWN of HORIZON CITY


Michael S. Viramontes
Vice President / Project Manager

Received By Date

cc: Verdancia Unit 3 – Town of Horizon City File

Attachment 8: Subdivisions Construction Agreement

SUBDIVISION CONSTRUCTION AGREEMENT

1. **Parties.** The parties to this Subdivision Construction Agreement (the "Agreement") are **Hunt Communities GP, LLC** (individually and collectively, the "Subdivider") and the Town of Horizon City, Texas, (the "Town").

2. **Effective Date.** This Agreement is effective on the date the Town approves the final plat for the subdivision described in Paragraph 3 of this Agreement by the Town Council approval of the plat in accordance with Town Regulations (the "Effective Date").

Recitals

3. Subdivider is the owner of the land included in the proposed final subdivision plat of the subdivision, as shown in the Town's File Number (the "Subdivision") and described as **Verdancia Unit 3**, more particularly described by the metes and bounds description attached and incorporated into this Agreement as **Exhibit A** (the "Property"); and

4. Subdivider seeks authorization from the Town to subdivide the Property in accordance with the requirements imposed by Texas statute and the Town Rules, Regulations, and other requirements; and

5. Town Regulations require the completion of various improvements in connection with the development of the Subdivision to protect the health, safety, and general welfare of the community and to limit the harmful effect of substandard subdivisions; and

6. The purpose of this Agreement is to protect the Town from the expense of completing subdivision improvements required to be installed by the Subdivider; and

7. This Agreement is authorized by and consistent with state law and the Town Rules, Regulations, and other requirements governing development of a subdivision.

IN CONSIDERATION of the foregoing recitals and the mutual covenants, promises, and obligations by the parties set forth in this Agreement, the parties agree as follows:

Subdivider's Obligations

8. **Improvements.** The Subdivider agrees to construct and install, at Subdivider's expense, all subdivision improvements required to comply with Town orders, regulations, and policies governing subdivision approval, specifically including without limitation those improvements listed on Exhibit B attached and incorporated by reference into this Agreement (collectively, the Improvements, any of which is an "Improvement"). All Improvements shall be constructed in conformity to the Town requirements, procedures, and specifications, pursuant to construction plans, permits, and specifications approved by the Town prior to

commencement of construction, and subject to inspection, certification, and acceptance by the Town.

9. Completion. Unless a different time period is specified for a particular Improvement in Exhibit B, construction of all Improvements shall be completed no later than (2) years after the Effective Date (the "Completion Date"); provided, however, that if the Subdivider or the Issuer delivers to the Town no later than the Completion Date a substitute Bond satisfying the criteria established in Paragraph 11 and which has an expiration date no earlier than one year from the Completion Date, then the Completion Date shall be extended to the expiration date of that substitute Bond or any subsequent substitute Bond provided in accordance with this Paragraph. Upon completion of each of the Improvements, the Subdivider agrees to provide to the Town a complete set of construction plans for the Improvements, certified "as built" by the engineer responsible for preparing the approved construction plans and specifications.

10. Warranty. The Subdivider warrants the Improvements constructed by Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees will be free from defects for a period of one (1) year from the date the Town accepts the dedication of a completed Improvement or group of Improvements (the "Warranty Period"), as such Improvement or group of Improvements is separately identified and listed on Exhibit B, except the Subdivider does not warrant the Improvements for defects caused by events outside the control of the Subdivider or the Subdivider's agents, contractors, employees, tenants, or licensees. The Subdivider agrees to repair any damage to the Improvements before and during the Warranty Period due to private construction-related activities. As a condition of the Town acceptance of dedication of any of the Improvements, the Town may require the Subdivider to post a maintenance bond or other financial security acceptable to the Town to secure the warranty established by this Agreement. If the Improvements have been completed but not accepted, and neither the Subdivider nor Issuer is then in default under this Agreement or the Bond, at the written request of the Subdivider or the Issuer the Town shall complete, execute, and deliver to the Issuer a reduction letter documenting that the Stated Amount has been reduced to an amount equal to the face amount of the maintenance bond or other financial security acceptable to the Town.

11. Security. To secure the performance of Subdivider's obligations under this Agreement, Subdivider agrees to provide adequate financial guarantees of performance in the form of a surety bond acceptable to the Town, a cash deposit to be held by the Town in escrow, or an irrevocable Bond in the amount of Nine Hundred Fifty Thousand Four Hundred Sixty-Six & 33/100 Dollars (\$ 950,466.33) (the "Stated Amounts"), which amounts are the estimated total cost of constructing each of the phased Improvements as shown on Exhibit B. If a Bond is provided pursuant to this Agreement, it shall be in a standard form acceptable to this Agreement, it shall be in a standard form acceptable to the Town, shall have an expiration date no earlier than one year from the date of its issuance, and shall be issued by a financial institution having a rating equivalent to the minimum acceptable rating established under the Town or County financial institution rating system in effect at the time the initial Bond is issued pursuant to this Agreement (the "Issuer"). During the term of this Agreement and subject to the terms of Paragraph 22 of this Agreement, the Town may revise the standard form Bond it reasonably considers acceptable and necessary to secure the performance of Subdivider's obligations under this Agreement. A Bond satisfying the criteria of this Paragraph (and any substitute or

confirming Bond) is referenced to in this Agreement as to the "Bond".

12. Reduction In Bond. After the acceptance of any Improvement, the amount which the Town is entitled to draw on the Bond shall be reduced by an amount equal to ninety percent (90%) of the Quoted cost of the accepted Improvement, as shown on Exhibit B. Upon completion of an Improvement, at the written request of subdivider or Issuer, and if neither the Subdivider nor Issuer is then in default under this Agreement or the Bond, the Town shall complete, execute, and deliver to the Issuer a reduction letter verifying the acceptance of the Improvement and documenting that the Stated Amount has been reduced by stating the balance of the Stated Amount remaining after the reduction required by the first sentence of this Paragraph. No later than sixty (60) days after its receipt of a written request to reduce the Stated Amount submitted by the Subdivider or the Issuer, the Town shall determine the Estimated Remaining Cost and shall complete, execute, and deliver to the Issuer a reduction letter documenting that the Stated Amount has been reduced to the Estimated Remaining Cost if the Town determines the Stated Amount exceeds the Estimated Remaining Cost. Notwithstanding the preceding sentence, the Town shall not be required to authorize reductions in the Stated Amount more frequently than every ninety (90) days. As used in this Paragraph, "Estimated Remaining Cost" means the amount the Town estimates to be the cost of completing all Improvements incomplete as of the time of such estimate.

Town Obligations

13. Inspection and Certificate. The Town agrees to inspect Improvements during and at the time completion of construction and, if completed in accordance with the standards and specifications for such Improvements, to certify the Improvements as being in compliance with County standards and specifications. The inspections and certifications will be conducted in accordance with standard Town policies and requirements. The Subdivider grants the Town, its agents, employees, officers, and contractors and easement and license to enter the Property to perform such inspections as it deems appropriate.

14. Notice of Defect. The Town will provide timely notice to the Subdivider whenever inspection reveals that an Improvement is not constructed or completed in accordance with the standards and specifications for health or safety, and the notice of defect includes a statement explaining why the defect creates such immediate and substantial harm, the cure period may be shortened to no less than five (5) days and the Town may declare a default under this Agreement if not satisfied that the defect is cured after the cure period. Any cure period should be reasonable in relation to the nature of the default.

15. Use of Proceeds. The Town will disburse funds drawn under the Bond for the purposes of completing the Improvements in conformance with the Town requirements and specifications for the Improvements, or to correct defects in or failures of the improvements. The Subdivider has no claim or rights under this Agreement to funds drawn under the Bond or any accrued interest earned on the funds. All funds obtained by the Town pursuant to one or more draws under the Bond shall be maintained by the Town in an interest bearing account or accounts until such funds, together with accrued interest there on (the "Escrowed Funds"), are disbursed by the Town. The Town may disperse all or portions

of the Escrowed Funds as Improvements are completed and accepted by the Town or in accordance with the terms of a written construction contract between the Town and a third party for the construction of Improvements. Escrowed Funds not used or held by the Town for the purpose of completing an Improvement or correcting defects in or failures of an Improvement, together with interest accrued thereon, shall be paid by the Town to the Issuer of the Bond no later than sixty (60) days following the Town's acceptance of the Improvement or its decision not to complete the Improvement using Escrowed Funds, whichever date is earlier.

16. Return of Excess Escrowed Funds. No later than sixty (60) days after its receipt of a written request from the Subdivider or the Issuer to return Excess Escrowed Funds to the Issuer, the Town shall disburse to the Issuer from the Escrowed Funds all Excess Escrowed Funds. For purposes of this Paragraph, "Excess Escrowed Funds" means the amount of Escrowed Funds exceeding one hundred ten percent (110%) of the estimated cost of constructing Improvements the Town intends to construct but which have not been accepted, as such cost is shown on Exhibit B. Notwithstanding the first sentence in this Paragraph, the Town shall not be required to disburse Excess Escrowed Funds more frequently than every ninety (90) days.

17. Conditions of Draw Security. The Town may draw upon any financial guarantee posted in accordance with Paragraph 11 upon the occurrence of one or more of the following events:

- a. Subdivider's failure to construct the Improvements in accordance with Paragraph 8 of this Agreement;
- b. Subdivider's failure to renew or replace the Bond at least forty five (45) days prior to the expiration date of the Bond;
- c. Subdivider's failure to replace or confirm the Bond if the Issuer fails to maintain the minimum rating acceptable to the Town in accordance with Paragraph 11 of this Agreement; or
- d. Issuer's acquisition of the Property or a portion of the Property, through foreclosure or an assignment or conveyance in lieu of foreclosure.

The Town shall provide written notice of the occurrence of one or more of the above events to the Subdivider, with a copy provided to the Issuer. Where a Bond has been provided as the financial guarantee, with respect to an event described by subparagraph (a), the Town shall provide notice to the Subdivider and the Issuer of the specific default and the notice shall include a statement that the Town intends to perform some or all of Subdivider's obligations under Paragraph 8 for specified Improvements if the failure is not cured. The notice with respect to a default under subparagraph (a) shall be given no less than twenty (20) days before presentation of a draft on the Bond, unless, in the reasonable opinion of the Town, the failure creates an immediate and substantial harm to the public health or safety, in which case the notice shall state why the failure creates an immediate and substantial harm to the public health or safety, and shall be given no less than five (5) days before presentation of a draft on the Bond. In the event of a draw based on subparagraph (a), the Town shall be entitled to draw in the amount it considers necessary to perform Subdivider's obligation under Paragraph 8, up to the amount allocated according to Exhibit B for any Improvement it states its intent to construct or complete in accordance with the standards and specifications for

such improvement. The Subdivider hereby grants to the Town, its successors, assigns, agents, contractors, and employees, a nonexclusive right and easement to enter the Property for the purposes of constructing, maintaining, and repairing such Improvements. Where a Bond has been provided as the financial guarantee, with respect to an event described by a subparagraph (b), (c), or (d), the notice shall be given no less than twenty (20) days before presentation of a draft on the Bond. In lieu of honoring a draft based on an event described in subparagraph (b) or (c), the Issuer of the Subdivider may deliver to the Town a substitute Bond if the event is described by subparagraph (b) or a described by subparagraph (c). If the Issuer has acquired all or a portion of the Property through foreclosure or an assignment or conveyance in lieu of foreclosure, in lieu of honoring a draft based on an event described in subparagraph (d), the Issuer may deliver to the Town a substitute or confirming Bond.

18. Procedures for Drawing on the Bond. The Town may draw upon the Bond in accordance with paragraph 18 by submitting a draft to the Issuer in compliance with the terms of the Bond governing such draft. The Bond must be surrendered upon presentation of any draft which exhausts the Stated Amount of such Bond. The Town may not draft under a Bond unless it has substantially complied with all its obligations to the Issuer under this Agreement and his property completed and executed the draft in strict accordance with the terms of the Bond.

19. Measure of Damages. The measure of damages for breach of this Agreement by the Subdivider is the reasonable cost of completing the Improvements in conformance with the Town requirements, procedures, and specifications. For improvements upon which construction has not begun, the estimated cost of the improvements shown on Exhibit B will be prima facie evidence of the minimum cost of completion; however, neither that amount nor the amount of the Bond establishes the maximum amount of the Subdivider's liability.

20. Remedies. The remedies available to the Town, the Subdivider, and Issuer under this Agreement and the laws of Texas are cumulative in nature.

21. Provisions for the Benefit of issuer. The provisions of Paragraphs of Paragraphs 9, 10, 11, 12, 15, 16, 17, 18, 20, 21, 22, 24, 25, 26, 27, 28, 29, 30, 31, and 35 of this Agreement for the benefit of the issuer may not be modified, released, diminished, or impaired by the parties without the prior written consent of the Issuer.

22. Third Party Rights. No person or entity who or which is not a party to this Agreement shall have any right of action under this Agreement, nor shall any such person or entity other than the Town (including without limitation a trustee in bankruptcy) have any interest in or claim to funds drawn on the Bond and held in escrow by the Town in accordance with this Agreement. Notwithstanding the preceding sentence, the Issuer shall have a right of action to enforce any provision of this Agreement where the Issuer is specifically named as a beneficiary of such provision pursuant to Paragraph 22.

23. Indemnification. The Subdivider hereby expressly agrees to indemnify and hold the Town harmless from and against all claims, demands, costs, and liability of every kind and nature, including reasonable attorney's fees for the defense of such claims and

demands, arising from any breach on the part of the Subdivider of any provision in this Agreement, or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements. The Subdivider further agrees to aid and defend the Town if the Town is named as a defendant in an action arising from any breach on the part of Subdivider of any provision in this Agreement, or from any act of negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements, except where such suit is brought by the Subdivider. The Subdivider is not an employee or agent of the Town. Notwithstanding anything to the contrary contained in this Agreement, the Subdivider does not agree to indemnify and hold the Town harmless from any claims, demands, costs, or liabilities arising from any act or negligence of the Town, its agents, contractors, employees, tenants, or licensees.

24. No Waiver. No waiver of any provision of this Agreement will be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute continuing waiver unless expressly provided for by a written amendment to this Agreement, nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent defaults of the same type. The failure at any time to enforce this Agreement or covenant by the Town, the Subdivider, or the Issuer, their heirs, successors or assigns, whether any violations thereof are known or not, shall not constitute a waiver of estoppels of the right to do so.

25. Attorney's Fees. Should either party or the Issuer, to the extend Issuer is named as specific beneficiary, be required to resort to litigation to enforce the terms of this Agreement, the prevailing party, plaintiff or defendant, shall be entitled to recover its costs, including reasonable attorney's fees, court costs, and expert witness fees, from the other party. If the court awards relief to both parties, each will bear its own costs in their entirety.

26. Assignability. The benefits and burdens of this Agreement are personal obligations of the Subdivider and also re binding on the heirs, successors, and assigns of the Subdivider. The Subdivider's obligations under this Agreement may not be assigned without the express written approval of the Town. The Town's written approval may not be withheld if the Subdivider's assignee explicitly assumes all obligations of the Subdivider under this Agreement and has posted the required security. The Town agrees to release or reduce, as appropriate, the Bond provided by the Subdivider if it accepts substitute security for all or any portion of the Improvements. The Town in its sole discretion, may assign some or all of its rights under this Agreement, and any such assignment shall be effective upon notice to the Subdivider and the Issuer.

27. Expiration. This Agreement shall terminate upon the expiration of the approval of the proposed final plat of the Subdivision or if the Subdivision is vacated by the Subdivider.

28. Notice. Any notice required or permitted by this Agreement is effective when personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

if to Subdivider: Hunt Communities GP, LLC
601 N. Mesa, Suite 1900
El Paso, TX 79901
Attn: Michael S. Viramontes, VP

if to Town: The Town of Horizon City
14999 Darrington Road
Horizon City, TX 79928
Attn: Andres Renteria, Mayor

if to Issuer: at Issuer's address shown on the Bond

The parties may, from time to time, change their respective addresses listed above to any other location in the United States for the purpose of notice under this Agreement. A party's change of address shall be effective when notice of the change is provided to the other party in accordance with the provisions of this Paragraph.

29. 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 enforceability shall 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 this Agreement.

30. Personal Jurisdiction and Venue. Personal jurisdiction and venue for any civil action commenced by either party to this Agreement or the Issuer, whether arising out of or relating to the Agreement or the Bond, will be deemed to be proper only if such action is commenced in District Court for **El Paso** County, Texas, or the United States District Court for the District of Texas, Western Division. The Subdivider expressly waives any right to bring such an action in or to remove such an action to any other court, whether state or federal. The Issuer, by providing a Bond pursuant to the terms of this Agreement, expressly waives any right to bring such an action in or to remove such an action to any other court, whether state or federal.

31. Release Upon Completion. Upon acceptance of all Improvements, the Town agrees: (a) to complete, execute and deliver to the Subdivider and the Issuer a release in recordable form releasing the Subdivider and Subdivider's heirs, successors and assigns, and the property from all provisions of this Agreement except those contained in Paragraph 10, and (b) to return to the Issuer the Bond and any Escrowed Funds not expended or obligated by the Town for the completion of the Improvements.

32. Captions Immaterial. The numbering, order, and captions or headings of the paragraph of this Agreement are for convenience only and shall not be considered in constraining this Agreement.

33. Entire Agreement. This Agreement contains the entire agreement between the parties and correctly sets forth the rights, duties, and obligations of each to the other as of the Effective Date. Any oral representatives or modifications concerning this Agreement shall be of no force or effect excepting a subsequent written modification executed by both parties.

34. Authorization to Complete Blanks. By signing and delivering this Agreement to the appropriate official of the Town, the Subdivider authorizes completion of this Agreement by filling in this Effective Date below.

35. Binding Agreement. The execution and delivery of this Agreement and the performance of the transactions contemplated thereby have been duly authorized by all necessary corporate and governmental action of the Town. This Agreement has been duly executed and delivered by each party, and constitutes a legal, valid, and binding obligation of each party enforceable in accordance with the terms as of the effective date. These representations and agreements are for the benefit of the Issuer, and have been relied on by the Issuer in issuing the Bond.

EXECUTED by the parties to be effective as of the ____ day of _____, 20 ____.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

TOWN OFFICIAL:

Andres, Mayor

SUBDIVIDER:

Hunt Communities GP, LLC

601 N. Mesa, Suite 1900

El Paso, TX 79901

Attn: Michael S. Viramontes

Vice President

[SIGNATURES OF THE PARTIES TO BE ACKNOWLEDGED]

ACKNOWLEDGEMENTS

THE STATE OF TEXAS

COUNTY OF EL PASO

This instrument was acknowledged before me on this ____ day of _____, 20____, by
Andres Renteria, as Mayor of the Town of Horizon City, Texas.

Notary Public, State of Texas

My commission expires:

THE STATE OF TEXAS

COUNTY OF EL PASO

This instrument was acknowledged before me on this ____ day of _____, 20____, by
_____, as _____ of _____.

Notary Public, State of Texas

My commission expires:

ACKNOWLEDGEMENTS

THE STATE OF TEXAS

COUNTY OF EL PASO

This instrument was acknowledged before me on this ____ day of _____, 20____, by
Michael S. Viramontes, as Vice President of Hunt Communities GP, LLC, Subdivider.

Notary Public, state State of Texas

My commission expires:

THE STATE OF TEXAS

COUNTY OF EL PASO

This instrument was acknowledged before me on this ____ day of _____, 20____, by
_____, as _____ of _____.

Notary Public,

State of Texas

My commission expires:

Attachment 9: Performance Bond

PERFORMANCE BOND

Bond No. 800218436

KNOW ALL MEN BY THESE PRESENTS: That we Hunt Communities GP, LLC
Principal Company
as principal, and Atlantic Specialty Insurance Company
Surety Company as Surety, are authorized to do business in the
State of Texas, are held and firmly bound unto the **Town of Horizon City** as Obligee, in the penal
sum of nine hundred fifty thousand four hundred sixty-six dollars & 33/100 ---- (\$950,466.33) Dollars lawful
Dollar amount - written out dollar amount - numeric
money of the United States of America, for the payment of which well and truly to be made, we bind ourselves,
and our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Hunt Communities GP, LLC
Principal Company
has agreed to construct in Town of Horizon City
the following Improvements VERDANCIA UNIT 3
Plat & Unit number

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully
perform said conditions of improvements and shall in all respects comply with the requisite of the Town of
Horizon City Ordinances, then this obligation shall be void; otherwise to remain in full force and effect;

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this
15th day of September, 2026.
Day Month

Hunt Communities GP, LLC
Principal Company

By: [Signature]
Signature

Title: Vice President

Print Name: Michael S. Viramontes
Name typed

Address: P.O. Box 12220
City, State, Zip: El Paso, Texas 79913
Telephone Number: 915-533-1122
Email Address: mike.viramontes@huntcompanies.com

Atlantic Specialty Insurance Company
Surety Company

By: [Signature]
Signature

Title: Attorney-in-Fact

Print Name: Irma Herrada
Name typed

Address: 601 N. Mesa, Ste. 1550
City, State, Zip: El Paso, Texas 79901
Telephone Number: 915-206-6023
Email Address: irma.herrada@hubinternational.com



**Attach Power of Attorney & approved cost estimate



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Irma Herrada, John M. Rindt, Paul D. Gilcrease, Sal Beltran**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

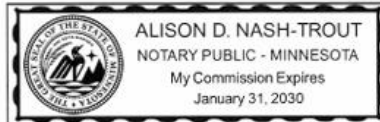
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 15th day of September, 2026



This Power of Attorney expires
January 31, 2030

Kara L.B. Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent.

You may call your Insurance Carrier's toll-free telephone number for information or to make a complaint at:

1-800-321-2721

You may also write to your Insurance Carrier at

Atlantic Specialty Insurance Company
Paralegal

605 Highway 169 North, Suite 800
Plymouth, MN 55441

Email: surety@intactinsurance.com
Phone: 1-800-662-0156

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104, Austin, TX 78714-9104

Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su agente.

Usted puede llamar al numero de telefono gratis de su compañía de seguros para informacion o para someter una queja al:

1-800-321-2721

Usted tambien puede escribir a su compañía de seguros en:

Atlantic Specialty Insurance Company
Paralegal

605 Highway 169 North, Suite 800
Plymouth, MN 55441

Email: surety@intactinsurance.com
Phone: 1-800-662-0156

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104, Austin, TX 78714

Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS □ RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte condicion del documento adjunto.

Attachment 10: Cost Estimate

EXHIBIT B

Hunt Communities GP, LLC

VERDANCIA UNIT 3 SUBDIVISION

Cost Estimate of Outstanding Improvements to be Dedicated
to the Town of Horizon City as of September 14, 2026

Description of Improvements	Total Quantity	Outstanding Quantity	Outstanding %	Unit	Unit Cost	Total Cost	Total Cost of Outstanding Improvements
Improvements of the following Streets:							
1. Imperial Jade Parkway							
2. Red Azure Circle							
3. Blue Sky Place							
4. Blanco Vista Parkway							
5. Silvermound Drive							
6. Green Mesa Court							
7. Rojo Vistas Place							
8. Blanco Hills Court							
Verdancia Unit 3 Subdivision							
Engineering							
Design Cost							
Government Fees							
Surveying							
Construction Staking	1.00	0.27	27.00%	LS	\$154,898.27	\$154,898.27	\$41,822.53
Monumentation	18.00	18.00	100.00%	EA	\$700.00	\$12,600.00	\$12,600.00
Earthwork							
Grading							
Soils Testing	1.00	0.27	27.00%	LS	\$105,763.53	\$105,763.53	\$28,553.45
Concrete							
Sidewalks	16500.00	16500.00	100.00%	SF	\$4.26	\$70,125.00	\$70,125.00
Handicap Ramps	32.00	32.00	100.00%	EA	\$950.00	\$30,400.00	\$30,400.00
Curb & Gutter	16480.00	765.00	4.59%	LF	\$15.50	\$258,540.00	\$11,857.50
Driveways	see below			SF			
Roadwork							
Paving (2.5" HMAAC / 10" BC / 12" SG)	0.00	0.00	#DIV/0!	SY	\$29.50	\$0.00	\$0.00
Paving (2.5" HMAAC / 8" BC / 12" SG)	0.00	0.00	#DIV/0!	SY	\$29.00	\$0.00	\$0.00
Paving (1.5" HMAAC / 6" BC / 10" SG)	21280.00	21280.00	100.00%	SY	\$24.64	\$524,339.20	\$524,339.20
MUD CONTRACT - Water Distribution							
8" C900 DR18 PVC Mains	\$286.00	0.00	0.00%	LF	\$38.00	\$314,868.00	\$0.00
8" Class 350 Ductile Iron Pipe	160.00	0.00	0.00%	LF	\$135.00	\$21,600.00	\$0.00
8" Gate Valve w/ Box & Cover	28.00	0.00	0.00%	EA	\$3,000.00	\$84,000.00	\$0.00
Fire Hydrant Assembly	16.00	0.00	0.00%	EA	\$8,300.00	\$132,800.00	\$0.00
3/4" Water Services w/ Meter Box	206.00	0.00	0.00%	EA	\$1,000.00	\$206,000.00	\$0.00
3/4" Irrigation Services w/ Meter Box	4.00	0.00	0.00%	EA	\$1,000.00	\$4,000.00	\$0.00
1" Irrigation Services w/ Meter Box	3.00	0.00	0.00%	EA	\$1,600.00	\$4,800.00	\$0.00
2" Services w/ Meter Box	2.00	0.00	0.00%	EA	\$5,500.00	\$11,000.00	\$0.00
2" Flush Valve w/ Box & Cover	2.00	2.00	100.00%	EA	\$6,000.00	\$12,000.00	\$12,000.00
Gate Valve Adjustments to HMAAC	44.00	44.00	100.00%	EA	\$500.00	\$22,000.00	\$22,000.00
MUD CONTRACT - Wastewater System							
8" SDR35 PVC Mains (0-8' depths)	\$742.00	0.00	0.00%	LF	\$34.00	\$195,228.00	\$0.00
8" SDR35 PVC Mains (8-12' depths)	2155.00	0.00	0.00%	LF	\$37.00	\$79,735.00	\$0.00
8" C900 DR25 PVC Mains (all depths)	260.00	0.00	0.00%	LF	\$42.00	\$10,920.00	\$0.00
Standard Type A Manholes (0-8' depths)	18.00	0.00	0.00%	EA	\$8,000.00	\$144,000.00	\$0.00
Standard Type A Manholes (8-13' depths)	4.00	0.00	0.00%	EA	\$9,000.00	\$36,000.00	\$0.00
48" FRP Drop Manholes (all depths)	2.00	0.00	0.00%	EA	\$13,000.00	\$26,000.00	\$0.00
4" Wastewater Services	206.00	0.00	0.00%	EA	\$600.00	\$123,600.00	\$0.00
8" Commercial Wastewater Service	27.00	0.00	0.00%	LF	\$30.00	\$810.00	\$0.00
Wastewater MH Adjustments to HMAAC	24.00	24.00	100.00%	EA	\$500.00	\$12,000.00	\$12,000.00
Storm Sewer System							
18" Class III RCP Mains	136.00	0.00	0.00%	LF	\$87.00	\$11,832.00	\$0.00
18" Class V RCP Mains	61.00	0.00	0.00%	LF	\$87.00	\$4,437.00	\$0.00
24" Class III RCP Mains	969.00	0.00	0.00%	LF	\$86.00	\$83,334.00	\$0.00
30" Class III RCP Mains	627.00	0.00	0.00%	LF	\$121.00	\$75,867.00	\$0.00
36" Class III RCP Mains	174.00	0.00	0.00%	LF	\$187.00	\$32,538.00	\$0.00
42" Class III RCP Mains	768.00	0.00	0.00%	LF	\$223.00	\$171,264.00	\$0.00
48" Class III RCP Mains	293.00	0.00	0.00%	LF	\$260.00	\$76,180.00	\$0.00
48" Storm Sewer Manholes (0-8' depths)	4.00	0.00	0.00%	EA	\$6,500.00	\$26,000.00	\$0.00
48" Storm Sewer Manholes (8-12' depths)	3.00	0.00	0.00%	EA	\$7,800.00	\$23,400.00	\$0.00
72" Storm Sewer Manholes (8-12' depths)	3.00	0.00	0.00%	EA	\$11,500.00	\$34,500.00	\$0.00
72" Storm Sewer Manholes (12-16' depths)	7.00	0.00	0.00%	EA	\$13,500.00	\$94,500.00	\$0.00
30" Headwall / Outlet Structure	1.00	0.00	0.00%	EA	\$9,500.00	\$9,500.00	\$0.00
48" Headwall / Outlet Structure	1.00	0.00	0.00%	EA	\$14,000.00	\$14,000.00	\$0.00
2-Grate Type I Inlet	10.00	0.00	0.00%	EA	\$7,500.00	\$75,000.00	\$0.00
3-Grate Type I Inlet	3.00	0.00	0.00%	EA	\$8,500.00	\$25,500.00	\$0.00
2-Grate Off-Street Inlet	1.00	0.00	0.00%	EA	\$7,500.00	\$7,500.00	\$0.00
8"-12" Thick Loose Rock Rip Rap	130.00	130.00	100.00%	SY	\$35.00	\$4,550.00	\$4,550.00
20' Commercial Pond Driveway	1.00	1.00	100.00%	EA	\$3,000.00	\$3,000.00	\$3,000.00
3.5' Reinforced Conc Flume w/ Steel Plate	1.00	1.00	100.00%	EA	\$4,000.00	\$4,000.00	\$4,000.00
18' Double Swing Wrought Iron Gate	1.00	1.00	100.00%	EA	\$4,000.00	\$4,000.00	\$4,000.00
Pond (Fine Grade, Depth Gauge, Road)	1.00	1.00	100.00%	LS	\$25,000.00	\$25,000.00	\$25,000.00
Storm Manhole Adjustments to HMAAC	17.00	17.00	100.00%	EA	\$500.00	\$8,500.00	\$8,500.00
Miscellaneous							
Guardrails	-----	-----	-----	---	-----	-----	-----
Dead End Signs / Barricades							
Street/Traffic Signs	72.00	72.00	100.00%	EA	\$281.51	\$20,268.72	\$20,268.72
Traffic Striping	-----	-----	-----	---	-----	-----	-----
24" wide stop bars	2.00	2.00	100.00%	EA	\$300.00	\$600.00	\$600.00
4" double solid yellow striping	540.00	540.00	100.00%	LF	\$5.00	\$2,700.00	\$2,700.00
4" solid white striping	72.00	72.00	100.00%	LF	\$2.50	\$180.00	\$180.00
4" fine line red w/ lettering	100.00	100.00	100.00%	LF	\$2.50	\$250.00	\$250.00
Single Mast Steel Pole Street Lights	26.00	26.00	100.00%	EA	\$4,296.92	\$111,719.92	\$111,719.92
Total Cost of Improvements						\$3,548,137.64	\$950,466.33

Attachment 11: Legal Description

Verdancia Unit Three

LEGAL DESCRIPTION

DESCRIPTION OF A 45.399 ACRE TRACT OF LAND SITUATED IN SECTION 30, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, BEING A PORTION OF THAT CERTAIN 106.535 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO HUNT HORIZON MESA, LLC, OF RECORD IN DOCUMENT NO. 20240021887 OF THE OFFICIAL PUBLIC RECORDS OF EL PASO COUNTY, TEXAS, AND BEING ALSO A PORTION OF THAT CERTAIN 99.433 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO HUNT HORIZON MESA, LLC, OF RECORD IN DOCUMENT NO. 20240014413 OF THE OFFICIAL PUBLIC RECORDS OF EL PASO COUNTY, TEXAS, SAID 45.399 ACRE TRACT BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 3/4-inch iron pipe found for the southeast corner of Section No. 30, being also the southwest corner of Section No. 29, being also the northeast corner of Section No. 31, and being the northwest corner of Section No. 32, all in Block 78, Township 3, Texas and Pacific Railway Company Surveys;

THENCE N 79°34'22" W, over and across said Survey No. 30, for a distance of 114.36 feet to a 5/8" iron rod with cap stamped "ZWA" set on the north line of Eastlake Boulevard, a 120 foot right of way, having Texas State Plane Grid Coordinate, (Central Zone, NAD 83, U.S. Feet, Combined Scale Factor 0.99977223) values of N= 10,628,885.27, E= 478,523.78, for the southeast corner and the POINT OF BEGINNING;

THENCE with the north line of said Eastlake Boulevard, and the south line hereof, the following four (4) courses and distances:

- 1) N 42°43'33" W for a distance of 564.57 feet to a 5/8" iron rod with cap stamped "ZWA" set at the beginning of a curve to the left, and
- 2) along said curve to the left, an arc distance of 858.68 feet, said curve having a radius of 1160.00 feet, a central angle of 42°24'47" and a chord bearing of N 63°55'56" W for a chord distance of 839.21 feet to a 5/8" iron rod with cap stamped "ZWA" set for the southwest corner hereof,

THENCE departing the north line of said Eastlake Boulevard, and with the west line hereof, over and across said 106.535-acre tract and said 99.433-acre tract, the following eighteen (18) courses and distances:

- 1) N 40°17'56" W for a distance of 87.42 feet to a 5/8" iron rod with cap stamped "ZWA" set at the beginning of a curve to the right,
- 2) along said curve to the right, an arc distance of 234.04 feet, said curve having a radius of 1418.50 feet, a central angle of 9°27'12" and a chord bearing of N 11°21'12" E for a chord distance of 233.78 feet to a 5/8" iron rod with cap stamped "ZWA" set at the end of said curve,
- 3) S 78°19'44" E for a distance of 27.58 feet to a 5/8" iron rod with cap stamped "ZWA" set at the beginning of a curve to the right,
- 4) along said curve to the right, an arc distance of 254.70 feet, said curve having a radius of 1391.00 feet, a central angle of 10°29'28" and a chord bearing of N 21°24'47" E for a chord distance of 254.34 feet to a 5/8" iron rod with cap stamped "ZWA" set at the end of said curve,

- 5) N 26°39'31" E for a distance of 183.42 feet to a 5/8" iron rod with cap stamped "ZWA" set,
 - 6) N 69°53'26" E for a distance of 34.61 feet to a 5/8" iron rod with cap stamped "ZWA" set,
 - 7) N 66°52'39" W for a distance of 27.68 feet to a 5/8" iron rod with cap stamped "ZWA" set,
 - 8) N 23°07'21" E for a distance of 68.00 feet to a 5/8" iron rod with cap stamped "ZWA" set,
 - 9) S 66°52'39" E for a distance of 30.00 feet to a 5/8" iron rod with cap stamped "ZWA" set,
 - 10) N 23°25'08" W for a distance of 34.67 feet to a 5/8" iron rod with cap stamped "ZWA" set at the beginning of a curve to the left,
 - 11) along said curve to the left, an arc distance of 169.71 feet, said curve having a radius of 812.00 feet, a central angle of 11°58'29" and a chord bearing of N 14°27'49" E for a chord distance of 169.40 feet to a 5/8" iron rod with cap stamped "ZWA" set at the beginning of a compound curve to the left,
 - 12) along said compound curve to the left, an arc distance of 186.51 feet, said curve having a radius of 3277.00 feet, a central angle of 3°15'39" and a chord bearing of N 06°50'45" E for a chord distance of 186.48 feet to a 5/8" iron rod with cap stamped "ZWA" set at the end of said compound curve,
 - 13) N 48°53'34" E for a distance of 34.76 feet to a 5/8" iron rod with cap stamped "ZWA" set,
 - 14) N 87°31'33" W for a distance of 24.24 feet to a 5/8" iron rod with cap stamped "ZWA" set,
 - 15) N 02°28'27" E for a distance of 68.00 feet to a 5/8" iron rod with cap stamped "ZWA" set,
 - 16) S 87°31'33" E for a distance of 27.50 feet to a 5/8" iron rod with cap stamped "ZWA" set,
 - 17) N 42°12'47" W for a distance of 35.45 feet to a 5/8" iron rod with cap stamped "ZWA" set at the beginning of a curve to the left, and
 - 18) along said curve to the left, an arc distance of 322.85 feet, said curve having a radius of 3277.00 feet, a central angle of 5°38'41" and a chord bearing of N 00°20'36" E for a chord distance of 322.72 feet to a 5/8" iron rod with cap stamped "ZWA" set for the northwest corner hereof;
- THENCE with the north line hereof, over and across said 106.535-acre tract and said 99.433-acre tract, the following two (2) courses and distances:
- 1) N 88°29'51" E for a distance of 242.17 feet to a 5/8" iron rod with cap stamped "ZWA" set, and
 - 2) S 87°31'33" E for a distance of 695.84 feet to a 5/8" iron rod with cap stamped "ZWA" set on the common line of said Section No. 30, and said Section No. 29, for the northeast corner hereof;

THENCE with the common line of said Section No. 30, and said Section No. 29, the following two (2) courses and distances:

1) S 02°28'27" W for a distance of 2334.36 feet to a 5/8" iron rod with cap stamped "ZWA" set, and

2) S 47°16'35" W for a distance of 18.86 feet to the POINT OF BEGINNING and containing 45.399 acres of land.