

Tax Increment Reinvestment Zone Board #2



March 2, 2026
Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

5:30 p.m.

AGENDA

A. CALL TO ORDER

B. PUBLIC COMMENT

The purpose of this item is to allow the public an opportunity to address the Board/Commission regarding any item on this agenda that is not a "Public Hearing." Issues regarding daily operational or administrative matters should first be dealt with by calling Town Hall at 972.874.6000 during business hours.

In accordance with the Texas Open Meetings Act, the Board/Commission is restricted from discussing or acting on items not listed on the agenda.

To speak during public comment, fill out a comment form (PDF). Note:

- Limited to three (3) minutes, a tone will sound at 30 seconds left and when time has expired, and times may be adjusted by the Chair
- Direct comments to the Board/Commission
- State your name and the municipality where you reside

C. CONSENT ITEM(S)

This part of the agenda consists of non-controversial, or "housekeeping" items required by law. Items may be removed from Consent by any Commissioner by making such request prior to a motion and vote.

1. Minutes - Consider approval of the minutes from February 16, 2026.

D. REGULAR ITEM(S)

1. Furst Ranch Phase 1 Development Agreement - Consider approval of a Development Agreement with 1171 Commercial NE, LLC for the construction of certain Master Planned Town Roadway and Utility improvements associated with the Furst Ranch development, in the amount of \$22,168,915.20.

E. CLOSED MEETING

The (name of board / commission) to convene into a closed meeting pursuant to Texas Government Code Chapter 551.087 for consultation with Town Attorney. The Town Council may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when the (name of board / commission) seeks the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the below-referenced items.

F. RECONVENE

G. ADJOURN

I do hereby certify that the notice of above meeting for the Town of Flower Mound was posted at Town Hall, Town of Flower Mound, Texas, and on the Town's website in compliance with Chapter 551, Texas Government Code on February 24, 2026, by 5:00 p.m.

Christina Torre, Staff Liaison

The Flower Mound Town Hall and Jody Smith Hall are wheelchair accessible. Requests for accommodation or interpretive services must be made 48 hours prior to this meeting by contacting Town Hall at 972.874.6000. Additional time limits will be provided for members of the public that need to address the Town Council through a translator.

Tax Increment Reinvestment Zone Board #2



February 16, 2026
Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

5:00 p.m.

DRAFT MINUTES

A. CALL TO ORDER

Chair Moore called the meeting to order at 5:00 p.m.

The Tax Increment Reinvestment zone Number 2 (TIRZ #2) Board met in a regular meeting with the following members present:

Cheryl Moore, Representative 1
Adam Schiestel, Representative 2
Janvier Werner, Representative 5
Ann Martin, Representative 6
Nicole Woodard, Denton County, Representative 7

Town Council member(s) absent:

Chris Drew, Representative 3
Brian Taylor, Representative 4
Chris Haverstick, Denton County, Representative 8

Town Staff present:

James W. Childers, Town Manager
Traci Henderson, Town Secretary
Tommy Dalton, Assistant Town Manager
Tiffany Bruce, Assistant Town Manager/Town Engineer
John Zagurski, Chief Financial Officer
JP Walton, Strategic Services Officer

B. PUBLIC COMMENT

There were no requests to speak from the public.

C. CONSENT ITEM(S)

1. Minutes - Consider approval of the minutes from October 20, 2025

ACTION: Adam Schiestel moved to approve D.1. as presented. Ann Martin seconded the motion.
AYES: Adam Schiestel, Janvier Werner, Ann Martin, Nicole Woodard
NAYS: None
ABSTAIN: None
RESULT: 4 : 0

D. REGULAR ITEM(S)

1. Canyon Falls Village 3 Development Agreement - Consider approval of a Development Agreement with PH Land Holdings, LLC and Drees Custom Homes, LP for the construction of certain Master Planned Town Roadway and Utility improvements associated with the Canyon Falls Village 3 development, in the amount of \$5,024,490.

Leandro Rodriguez, CIP/TIRZ Manager, gave a presentation identifying or noting:

Development Agreement overview; capital improvements area; cost; estimates; projected timeline; and next steps.

ACTION: Ann Martin moved to approve E.1. as proposed. Janvier Werner seconded the motion.
AYES: Adam Schiestel, Janvier Werner, Ann Martin, Nicole Woodard
NAYS: None
ABSTAIN: None
RESULT: 4 : 0

2. TIRZ #2 2025 Annual Report - Consider approval of the 2025 Annual Report of the Flower Mound Tax Increment Reinvestment Zone #2 (TIRZ #2).

Leandro Rodriguez, CIP/TIRZ Manager, gave a presentation identifying or noting:

2025 Annual Report overview and review of base year values.

Town Council and staff discussed steps to make up \$5.2 million; exemption difference between the county and the town; and forecasting options.

ACTION: Ann Martin moved to approve E.2. as presented. Adam Schiestel seconded the motion.
AYES: Adam Schiestel, Janvier Werner, Ann Martin, Nicole Woodard
NAYS: None
ABSTAIN: None
RESULT: 4 : 0

E. CLOSED MEETING

The Board did not meet in closed meeting.

F. RECONVENE

The Board did not meet in closed meeting.

G. ADJOURN

Chair Moore adjourned the meeting at 5:12 p.m.

TOWN OF FLOWER MOUND, TEXAS

CHERYL MOORE, MAYOR

ATTEST:

TRACI HENDERSON, TOWN SECRETARY



TAX INCREMENT REINVESTMENT ZONE BOARD #2 AGENDA D.1. REGULAR ITEM(S)

DATE: March 2, 2026

FROM: Christina Torre, TIRZ Analyst

ITEM: **Consider approval of a Development Agreement with 1171 Commercial NE, LLC for the construction of certain Master Planned Town Roadway and Utility improvements associated with the Furst Ranch development, in the amount of \$22,168,915.20.**

BACKGROUND: The purpose of this item is to approve a TIRZ reimbursement agreement ("DA") with 1171 Commercial NE, LLC for the reimbursement of certain qualified capital projects ("Qualified Projects") that will be constructed with the development of the Furst Ranch mixed-use project.

TIRZ #2 was initially created by Ordinance 47-23 on November 6, 2023, and the final project and financing plan for the Zone was created by Ordinance 11-24 on March 18, 2024. The Town Council approved a Capital Improvement Agreement (CIA) for this project on April 17, 2024. The CIA identified Qualified Projects for the development and outlined the process for the reimbursement of those projects from impact fees and TIRZ revenues. This proposed DA establishes the legal mechanism for that reimbursement and follows the Town's standard reimbursement agreement as required under the CIA.

1171 Commercial NE, LLC is proposing to develop a mixed-use development commonly known as Furst Ranch. This DA applies only to the phase one infrastructure project, which includes the following:

- 4 lanes of a new greenway arterial road (Furst Ranch Parkway) and a westbound portion of a temporary traffic signal at the intersection of Canyon Falls Drive and US 377
- 4 lanes of a new mixed-use arterial road (continuation of Furst Ranch Parkway)
- 2 lanes of a new mixed-use collector road (continuation of Furst Ranch Parkway) and an earthen storm sewer channel with a 4-ft wide concrete flume
- 4 lanes of a new urban minor arterial roadway (Conestoga Trail) and a traffic signal at the intersection of Conestoga Trail and FM 1171
- 4 lanes of a new urban minor arterial roadway (Judge Andy Eads Boulevard)
- 12" water line that will connect with an existing water line on the north side of FM 1171 and extend along Conestoga Trail
- 18", 15", and 12" sanitary sewer lines
- 12" water reuse line

The total estimated cost is \$22,168,915. All projects have been identified as Qualified Projects on the Town's Master Plan and are eligible to receive TIRZ reimbursements and/or reimbursements from impact fees collected within the Furst Ranch area. No impact fee credits will be applied to this phase since the project does not include any private development for which impact fees would be paid. Additionally, the Town has an ICA with Denton County, which will provide reimbursement of costs for roadway construction up to \$12,000,000.

The attached DA identifies the responsibilities of the developer and the Town as they relate to the project.

BOARD REVIEW/CITIZEN FEEDBACK: Following approval by the Board, this item will go before Town Council as a consent item.

ALTERNATIVES:

FISCAL IMPACT: \$22,168,915.20

Proposed Expenditure/(Revenue)
\$22,168,915.20

Account Number(s):

LEGAL REVIEW: Bryn Meredith, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the agreement as to form and legality.

ATTACHMENTS:

1. Furst Ranch DA 2.18.26 Final
2. 2026-02-18 Exhibit A
3. Final Exhibit B (OPC)
4. 2026-02-23 FUR24002 - Exhibit C

DRAFT MOTION: Move to approve as presented in the agenda caption.

DEVELOPMENT AGREEMENT FOR FURST RANCH

THIS DEVELOPMENT AGREEMENT FOR FURST RANCH (“Agreement”) is made and entered into this ____ day of _____, 2026, by and among the Town of Flower Mound, Texas (the “Town”), the Board of Directors of Tax Increment Reinvestment Zone Number Two, Town of Flower Mound, Texas (the “Board”), and 1171 Commercial NE, LLC, a Texas limited liability company (“Developer”). The Town, the Board, and Developer are each referred to herein as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, Developer proposes to develop approximately 36.189 acres (“Phase One”) described on **Exhibit A** as the first phase of a mixed-use development project commonly known as Furst Ranch within the Town (the “Project”) pursuant to Ordinance No. 48-22 zoning approximately 1,066.139 acres described therein for mixed use development and Ordinance No. 10-22 zoning approximately 544.097 acres described therein for single family development, totaling approximately 1,610 acres (the “Property”); and

WHEREAS, on October 21, 2025, the Town Manager and Town Secretary signed the Record Plat of Furst Ranch Infrastructure, Lot 1X, Block A and Right-of-Way Being 17.799 Acres of Land, acknowledging the Town's approval of such plat; and

WHEREAS, on June 23, 2025, the Town approved Subdivision Site Plan (SSP24-0007 – Furst Ranch Regional Detention Pond and Infrastructure), on December 11, 2025, the Town approved the Furst Ranch Phase 1 Infrastructure Development Plans (Dev Permit # DEV25-05642), and on January 29, 2026, the Town approved the Furst Ranch Sanitary Sewer Construction Plans (Dev Permit # DEV25-05645) (collectively, the “Approved Phase One Construction Plans”); and

WHEREAS, Developer is authorized by the Town to proceed with construction pursuant to the Approved Phase One Construction Plans; and

WHEREAS, the Parties wish to address various development issues related to the Project and to provide for the construction of certain water, wastewater, roadway and drainage improvements more particularly described in the Approved Phase One Construction Plans, and related infrastructure improvements, among other matters and to provide for an Impact Fee Reimbursement and TIRZ Reimbursement by the Town of certain costs associated therewith as further described and defined herein; and

WHEREAS, the Property is located within Reinvestment Zone Number 2, Town of Flower Mound (the “TIRZ”) pursuant to Ordinance No. 47-23 approved by the Town Council of the Town on November 6, 2023; and

WHEREAS, the Parties entered into that certain Furst Ranch TIRZ Capital Improvement Agreement on April 17, 2024 (the “TIRZ CIP Agreement”) setting forth the

process for the reimbursement of projects on the Town's Capital Improvement Plan (the "CIP") from impact fees imposed by the Town in accordance with Chapter 395, Texas Local Government Code and TIRZ Revenues as defined in the TIRZ CIP Agreement, to the extent that the impact fee reimbursement by the Town fails to fully reimburse Developer for the costs of certain infrastructure construction costs associated with such Qualified Project; and

WHEREAS, the Town Council adopted the "Final Project Plan and Reinvestment Zone Financing Plan, Tax Increment Reinvestment Zone Number Two, Town of Flower Mound, Texas," by Ordinance No. 11-24 adopted on March 18, 2024, as amended by Ordinance No. 59-24 adopted on December 16, 2024 (the "Amended Plan"); and

WHEREAS, effective December 17, 2024, the Town and Denton County, Texas (the "County") entered into a tax participation agreement as authorized by Chapter 311, Texas Tax Code (the "County Participation Agreement") pursuant to which the County, for any given year during the Term of the TIRZ, beginning with the 2024 tax year, will contribute to and be deposited into a special TIRZ tax increment fund subaccount for the Property an amount equal to eighty percent (80%) of the ad valorem property taxes levied and collected by the County for that year on the incremental increase in taxable value by the County on the appraised value of the Property above the appraised value of the Property in 2023 (the "County Tax Increment") to be used for payment of roadway, parks, trail, and any other costs authorized by the County Participation Agreement and set forth in the Amended Plan; and

WHEREAS, for purposes of this Agreement, the term "TIRZ Revenues" means the TIRZ Revenues as defined in the TIRZ CIP Agreement, as well as the County Tax Increment (collectively, the "TIRZ Revenues"); and

WHEREAS, the Parties acknowledge that this Agreement is consistent with the Amended Plan and the County Participation Agreement, and the Qualified Project defined herein may be funded with the TIRZ Revenues; and

WHEREAS, the Town acknowledges that this Agreement is an IFDA as defined in the TIRZ CIP Agreement; and

WHEREAS, this Agreement is for the construction of certain master planned roadway and drainage, water and water reuse, and wastewater qualified projects associated with the Furst Ranch development, hereinafter defined as the "Qualified Project," estimated to cost \$22,168,915.20 as described on the Preliminary Opinion of Probable Cost for the Furst Ranch Phase One Infrastructure and Offsite Sanitary Sewer Projects A-1, by Scott Minnis dated October 27, 2025 and attached as **Exhibit B**; and

WHEREAS, the Mayor of the Town is authorized to execute this Agreement on behalf of the Town; and

WHEREAS, the Parties acknowledge that the foregoing issues should be addressed through this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties covenant and agree as follows:

1. Project Subject to Town Ordinances. The Qualified Project at all times shall be developed and constructed in accordance with the Approved Phase One Construction Plans (subject to state law and applicable Town ordinances).

2. Phase One Construction. As a condition to receipt of the Impact Fee Reimbursement and TIRZ Reimbursement, as described herein, Developer agrees to design and construct or cause the design and construction of roadway qualified projects including, but not limited to, the hereinafter defined US 377 Bypass Road, the water and water reuse qualified projects, and the wastewater public improvements described on the Approved Phase One Construction Plans (collectively, the "Qualified Project"), as follows:

- A. Developer agrees to design and construct or cause the design and construction of (i) approximately 1,900 LF of pavement for Furst Ranch Parkway, a Greenway Arterial road (GRA-1) (120' ROW) (four (4) lanes; divided) with bike lanes extending from the intersection of Canyon Falls Drive and US 377 southeasterly through Furst Ranch in a location more particularly shown as Area A on **Exhibit C**; and (ii) the west bound portion of the temporary traffic signal at the intersection of Canyon Falls Drive and US 377. For avoidance of doubt, this Agreement requires Developer to construct only a portion of the full road section. The full intersection at US 377 will be installed and a transition provided where only two (2) lanes of the roadway are to be constructed as indicated on the Approved Phase One Construction Plans.
- B. Developer agrees to design and construct or cause the design and construction of (i) approximately 2,970 LF of pavement for Furst Ranch Parkway, a Mixed Use Arterial (MUA-1) roadway (100' ROW) (four (4) lanes; undivided with angular parking), southeasterly from the termination of area A (see attached roadway exhibit), to the southeast side, and through the roundabout at its intersection with Judge Andy Eads Boulevard, in a location more particularly shown as Area B on **Exhibit C**. For avoidance of doubt, this Agreement requires Developer to construct only two (2) lanes of the road section, as the full intersection at the roundabout will be constructed and a transition provided to the two (2) lane section, and the angular parking is to be installed with future development is not part of the Approved Phase One Construction Plans.
- C. Developer agrees to design and construct or cause the design and construction of (i) approximately 3,060 LF of pavement for Furst Ranch Parkway a Mixed Use Collector (MUCOLL-1) (61' ROW) roadway (two (2) lanes; undivided with angular parking) southeasterly from the termination of Area B on **Exhibit C**, to the east side and through the roundabout intersection with Conestoga Trail, in a location more particularly shown as Area C on **Exhibit C**; and (ii) approximately 1,360 LF of a an earthen storm sewer channel with a 4-foot wide concrete flume. For avoidance of doubt, this Agreement requires Developer to

construct only two (2) lanes of the road section at this time, and the angular parking is to be installed with future development is not part of the Approved Phase One Construction Plans.

- D. Developer agrees to design and construct or cause the design and construction of (i) approximately 1,230 LF of pavement for Conestoga Trail, an Urban Minor Arterial (UMA-2) (90' ROW) (four (4) lanes; divided) from FM 1171 northeasterly to the roundabout intersection with Furst Ranch Parkway in a location more particularly shown as Area D on **Exhibit C**; and (ii) a traffic signal at the intersection of Conestoga Trail and FM 1171. For avoidance of doubt, Developer is designing the traffic signal. It is understood that the signal has been submitted to TxDOT for coordination and TxDOT will need to approve the installation in order for it to be constructed with the Approved Phase One Construction Plans.
- E. Developer agrees to design and construct or cause the design and construction of approximately 1,240 LF of pavement for Judge Andy Eads Boulevard, an Urban Minor Arterial (UMA-1) (90' ROW) (four (4) lanes; divided) from US 377 easterly to the roundabout intersection with Furst Ranch Parkway in a location more particularly shown as Area E on **Exhibit C**.
- F. Developer agrees to design and construct or cause the design and construction of approximately 1,260 LF of 12-inch PVC water line with associated appurtenances. The water line connects to an existing 20-inch water located on the north side of FM 1171 and will extend northeasterly along Conestoga trail in a location more particularly shown as Area F on **Exhibit C**.
- G. Developer agrees to design and construct or cause the design and construction of (i) approximately 955 LF of 15" PVC sanitary sewer line and associated appurtenances; and (ii) approximately 417 LF of 12" PVC sanitary sewer line and associated appurtenances, extending from the termination point of the sanitary sewer line described in Area H to a point north of Furst Ranch Parkway in a location more particularly shown as Area G on **Exhibit C**.
- H. Developer agrees to design and construct or cause the design and construction of (i) approximately 3,720 LF of 18" PVC Sanitary Sewer Line and associated appurtenances; and (ii) approximately 750 LF of 15" PVC Sanitary Sewer Line and associated appurtenances. The line will extend from the existing TRA sewer main line at the southwest corner of the Furst Ranch, to a point on the north side of FM 1171 in a location more particularly shown as Area H on **Exhibit C**.
- I. Developer agrees to design and construct or cause the design and construction of approximately 2,780 LF of 12-inch PVC water reuse line and associated appurtenances. The reuse water line construction shall start at the northeast corner of the intersection of FM 1171 and US 377 and extend eastward along the north side of FM 1171 to Conestoga Trail (Area D) and then along the west

side of Conestoga Trail to the roundabout intersection with Furst Ranch Parkway in a location more particularly shown as Area I on **Exhibit C**. For avoidance of doubt, Developer is capping both ends of the water reuse line. There are no existing water reuse lines for continuation of the 12-inch water reuse line within the Approved Phase One Construction Plans. At the time water reuse line(s) are extended to the northeast corner of the intersection of FM 1171 and US 377, it will be the Town's responsibility to connect to the water reuse line shown in the Approved Phase One Construction Plans.

- J. Upon completion of the Qualified Project, the Town will accept the Qualified Project and from and after such acceptance, the Town will own such Qualified Project and shall be responsible for the operation of same. Developer shall secure or shall cause its contractor to secure a maintenance bond, in a form acceptable to the Town, that guarantees payment of the costs of any repairs that may become necessary to any part of the construction work performed in connection with the Qualified Project, arising from defective workmanship or materials used therein, for a period of two (2) years from the date of the Town's acceptance of the Qualified Project. After such two (2) year period, the Town shall assume maintenance of the accepted Qualified Project.

3. Impact Fee Reimbursement and TIRZ Reimbursement.

A. Impact fee reimbursement for the Qualified Project. The Town hereby confirms and represents that the Qualified Project are capital improvements on the Capital Improvements Plan duly adopted by the Town under Chapter 395, Texas Local Government Code, and, therefore, Developer is entitled to receive a reimbursement of impact fees collected for development within Property for the actual cost of design, installation and construction of the Qualified Project, including without limitation capital costs, construction costs (including without limitation all costs for labor, supplies, equipment, materials, traffic control, permit fees and inspection fees), demolition, remediation of conditions that contaminate public or private land or buildings; clearing and grading of land; financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity; maintenance bonds; material testing costs; staking costs; all soft costs and professional costs, including but not limited to those incurred for engineering, design, architectural, planning, and legal advice; real property assembly costs; organizational costs, including the costs of conducting environmental impact studies or other studies; interest before and during construction; the cost of operating project facilities; including but not limited to all categories of costs shown on **Exhibit B** (with respect to the Qualified Project) and all items listed in Section 395.12, Chapter 395 Texas Local Government Code, but excluding those items listed in Section 395.012(a)(3) (the "Public Improvement Costs"). Developer will receive a reimbursement of, roadway impact fees, water impact fees, and wastewater impact fees collected from the Property in the amount of the actual Public Improvement Costs for the Phase One Infrastructure. The Impact Fee Reimbursement is made pursuant to Chapter 42 Article II of the Flower Mound Code of Ordinances and Chapter 395 of the Texas Local Government Code. An estimate of the

total Public Improvement Costs for the Qualified Project is included with **Exhibit B** for informational purposes; however, the Parties acknowledge that **Exhibit B** is merely an estimate and the Impact Fee Reimbursement and/or TIRZ Reimbursement will be based on the actual Public Improvement Costs of the Qualified Project.

B. Evidence of Payments and Provision of the Impact Fee Reimbursement and TIRZ Reimbursement for the Qualified Project. Upon completion of the Qualified Project, in order to receive the Impact Fee Reimbursement and TIRZ Reimbursement, Developer will furnish the Town with a request for the Impact Fee Reimbursement and TIRZ Reimbursement along with any receipts, payment affidavits, invoices or other reasonable documentation evidencing actual Public Improvement Costs ("Evidence of Payments"). Impact Fee Reimbursements and TIRZ Reimbursement payments to Developer shall comply with the terms of the TIRZ CIP Agreement and this Agreement.

C. Impact Fee Reimbursement and TIRZ Reimbursement for Qualified Project. After receipt of the Evidence of Payments evidencing the actual Public Improvement Costs for the Qualified Project, the Town staff will remit the total of the actual Public Improvement Costs to the Town's finance department, which will be booked as an obligation against the Property's impact fees collected and TIRZ Revenues, as set forth in the TIRZ CIP Agreement. The Impact Fee Reimbursement will be first be reimbursed to Developer. Impact fee funds identified for Impact Fee Reimbursement under this Agreement shall come exclusively from future phases of development as there is no private development associated with the Qualified Project and therefore no impact fees are contemplated to be paid related to the Qualified Project. If the Impact Fee Reimbursement, as applied to the Project, fails to reimburse Developer for one hundred percent (100%) of the Public Improvement Costs associated with the Qualified Project, then Developer will be reimbursed any remaining Public Improvement Costs (i.e., any Public Improvement Costs for the Qualified Project that were not covered by the Impact Fee Reimbursement applied to the Project) from reimbursement from TIRZ Revenues in accordance with the TIRZ CIP Agreement (the "TIRZ Reimbursement") until Developer has been reimbursed for the full amount of all Public Improvement Costs for the Qualified Project. Each Impact Fee Reimbursement shall be paid to Developer in accordance with the TIRZ CIP Agreement.

D. US 377 Bypass Road. The Town has entered into that certain Interlocal Agreement between the Town and Denton County dated September 9, 2025 (the "Interlocal Agreement"). Any payments made by the Town to the Developer for Public Improvement Costs for the US 377 Bypass Road pursuant to the Interlocal Agreement shall be governed exclusively by the terms of the Interlocal Agreement. The terms of the Interlocal Agreement are enforceable by and between the Town and Denton County, only. No third-party beneficiary status is conferred or intended to be conferred on Developer with respect to the Town's obligations under the Interlocal Agreement. In addition, notwithstanding anything to the contrary contained within this Agreement, the Town and Developer agree that the satisfaction of the reimbursement obligations set forth herein for Public Improvement Costs for the US 377 Bypass Road will first be paid through the disbursement of funds actually received by the Town from the County, pursuant to the Interlocal Agreement.

E. The Impact Fee Reimbursement and/or the TIRZ Reimbursement (collectively, the “Reimbursements”) shall be (A) subject to Section 13 herein, fully assignable and transferable by Developer to builders or purchasers of all or any portion of the Property; and (B) carried forward until the Reimbursements have been paid and Developer has been reimbursed in full for all actual Public Improvement Costs for the Qualified Project.

5. Indemnity. Developer agrees to indemnify, hold harmless, and defend the Town and its officers, agents, and employees from any and all third-party claims, including, but not limited to, third-party claims for damages, attorney’s fees, court costs, third-party judgments, real and personal property damage, personal injury, and death, arising out of Developer’s performance of this Agreement; provided that, the foregoing shall not apply to any liability resulting from the negligence or willful misconduct of the Town, its officers, agents, or employees, and in the event of any such negligence or willful misconduct of the Town, its officers, agents, or employees, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas. This indemnity provision shall survive the termination of this Agreement.

6. Captions and Headings. The captions and headings of the sections of this Agreement are for convenience and reference only and shall not affect, modify, or amplify the provisions of this Agreement, nor shall they be employed to interpret or aid in the construction of this Agreement.

7. Applicable Laws and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall lie in Denton County, Texas.

8. Notices. Any notices required or permitted to be given hereunder shall be given by (1) certified or registered mail, return receipt requested; (2) via hand-delivery service that provides a return receipt showing the date of actual delivery of the same to the addressee, or (3) a courier service such as FedEx or United Parcel Service that provides a return receipt showing the date of actual delivery of the same to the addressee. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee set forth below, or to such other address as either Party hereto shall notify the other:

If to the Town: The Town of Flower Mound, Texas
 2121 Cross Timbers Road
 Flower Mound, Texas 75028
 Attn: Town Manager's Office

with a copy to: Taylor Olson Adkins Sralla & Elam, LLP
 6000 Western Place
 Suite 200
 Fort Worth, Texas 76107

If to the Board: The Town of Flower Mound, Texas
2121 Cross Timbers Road
Flower Mound, Texas 75028
Attn: Town Manager's Office

with a copy to: Taylor Olson Adkins Sralla & Elam, LLP
6000 Western Place
Suite 200
Fort Worth, Texas 76107

If to Developer: 1171 Commercial NE, LLC
Attn: Jack D. Furst
2591 Lakeside Parkway, Suite 100
Flower Mound, Texas 75022

with a copy to: Misty Ventura
Shupe Ventura, PLLC
9406 Biscayne Blvd.
Dallas, Texas 75218

9. Attorneys' Fees. In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing Party in any such action or proceeding shall be entitled to recover its reasonable costs and attorneys' fees (including its reasonable costs and attorneys' fees on any appeal).

10. Entire Agreement. This Agreement and the TIRZ CIP Agreement contain the entire agreement between the Parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole, and not strictly for or against any Party.

11. Severability. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision(s) were not a part hereof.

12. Filing in Denton County Deed Records; Covenant Running with the Land. This Agreement, or a memorandum thereof, shall be filed in the deed records of Denton County, Texas. This Agreement shall be deemed a covenant that runs with the land and is binding on all heirs, successors, assigns, grantees, vendors, trustees, representatives of Developer and all others holding any interest now or in the future with the exception of (i) the purchaser of a lot for which a record plat has been approved and recorded in the deed records and on which a residence has been constructed; and (ii) common areas owned by a homeowners' association or a property owners' association, as applicable (each a "Fully Improved Lot").

13. Binding Obligation; Assignment. This Agreement shall become a binding obligation of the Parties upon execution by all signatories hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. The Board warrants and represents that the individual executing this Agreement on behalf of the Board has full authority to execute this Agreement and bind the Board to the same. Developer warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Developer to same. Further, this Agreement is and shall be binding upon Developer, its successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest in the Property now or in the future with the exception of the purchaser of a Fully Improved Lot. Developer may assign this Agreement, in whole or in part, and all or part of Developer's right, title, and interest under this Agreement (i) to any person or entity that is controlling, under common control with or controlled by Developer or its parent company; (ii) any person or entity that is or will become an owner of any portion of the Property; (iii) a financial institution or other lender for purposes of granting a mortgage in the Property and/or improvements thereon without the prior consent of the Town or the Board, but upon written notice to the Town and the Board; and/or (iv) a lender for the purpose of granting a collateral assignment of the right to receive reimbursements under this Agreement. Except as provided in the preceding sentence, Developer may not assign this Agreement without the Town's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. By way of clarification, assignment by Developer does not require consent from the Board if the Town has consented to such assignment (or if the assignment does not require Town or Board consent per (i)-(iii) above). Following an assignment of the Agreement in accordance with this section, such assignee shall be considered a "Party" and "Developer" for purposes of the rights, title, and interest assigned to assignee. The Town and the Board shall not assign this Agreement.

14. Mutual Assistance. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions, and certifications supplemental hereto, as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

15. Mediation. The Parties shall attempt in good faith to resolve any disagreement or conflict concerning this Agreement, including but not limited to any disagreement or conflict concerning the interpretation of this Agreement. Either Party may initiate negotiations to resolve such a disagreement or conflict by providing written notice to the other Party (the "Initial Notice"), setting forth the subject of the conflict and the proposed solution. In the event such disagreement cannot be resolved by the Parties hereto within sixty (60) days of the receiving Party's receipt of the Initial Notice, the Parties agree to submit such disagreement to nonbinding mediation before a single mediator mutually agreed upon by the Parties who has had at least ten (10) years' relevant experience in the commercial real estate industry. If within fifteen (15) days after the date of mediation, the Parties have not reached agreement on resolution of the conflict or disagreement, then either Party may (but shall not be obligated to) commence an action in accordance with the requirements of Section 7 herein. Parties shall evenly share the expense of mediation.

16. Default. No Party shall be in default of provisions under this Agreement until written notice of the alleged failure of such Party to perform has been given as provided herein (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given ten (10) days after the written notice in the case of the default of a payment obligation, and in all other cases a reasonable time, to cure the alleged failure (such reasonable time determined based upon the nature of the alleged failure, but in no event less than thirty (30) calendar days after written notice of the alleged failure has been given). Upon the occurrence of an uncured default by either Party beyond the applicable notice and cure period, the non-defaulting Party shall be entitled to all remedies available at law or in equity. No Party shall be entitled to terminate this Agreement without the written consent of the other Parties.

17. Roughly Proportionate Determination under Texas Law and Federal Law. Developer has been represented by legal counsel in the negotiation of this Agreement and has been advised regarding Developer's rights under Texas and federal law. Developer has carefully reviewed the development exactions mandated by the Town pursuant to this Agreement and has been afforded the opportunity to consult with the Town and Developer's own professional consultants in order to ascertain whether Developer objects to same. In executing this Agreement, Developer hereby agrees that the development exactions under this Agreement, subject to the Town and the Board fulfilling its commitments under this Agreement including without limitation Developer's receipt of all reimbursements and offsets hereunder, are roughly proportionate to the impact of the Project. In addition, Developer (after receiving all contractual offsets and reimbursements) knows of no development exaction associated with the obligations under this Agreement that would give rise to a claim relating to rough proportionality (procedural or substantive) arising out of (1) the Texas Constitution, (2) §212.904 and Chapter 395 of the Texas Local Government Code; and/or (3) the federal constitution, as mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny; and Developer further agrees that there exists an essential nexus between said development exactions and the Project.

18. Reservation of Rights. Except for the matters expressly agreed to by the Parties in this Agreement, Developer does not waive any of Developer's rights under the Town's Code of Ordinances or any state or federal law, including, but not limited to a waiver of any claim of a regulatory taking or illegal exaction or a waiver of any vested rights for the Project or any portion thereof that have already accrued or may accrue in the future under Chapter 245 of the Texas Local Government Code or any other state law.

19. Force Majeure. It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligations hereunder, except for any payment obligations hereunder, is delayed by reason of war; civil commotion; acts of God; strike; inclement weather; shortages or unavailability of labor, supplies, or materials; incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or is declared so by a United States federal authority or the State of Texas or other causes affecting the area in which the Property is located; or other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is

similar to any of those enumerated or not, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement and any applicable completion deadline shall be extended for a period of time equal to the period such Party was delayed.

20. Limited Waiver of Immunity. The Parties are entering into this Agreement in reliance upon its enforceability. Consequently, the Town irrevocably waives all claims of sovereign and governmental immunity which it may have (including, but not limited to, immunity from suit and immunity to liability), if any, to the extent, but only to the extent, that a waiver is necessary to enforce specific performance of this Agreement and to give full effect to the intent of the Parties under this Agreement. Notwithstanding the foregoing, the waiver contained herein shall not waive any immunities that the Town may have with respect to claims of injury to persons or property, which claims shall be subject to all of their respective immunities and to the provisions of the Texas Tort Claims Act. Further, the waiver of immunity herein is not enforceable by any party not a Party to this Agreement.

21. Estoppel. Either Party shall, at any time upon reasonable request by the other Party, provide an estoppel certificate or similar document evidencing that this Agreement is in full force and effect, that no event of default exists hereunder (or, if appropriate, specifying the nature and duration of any existing event of default and the steps required to cure the same), the status of completion of any improvements or infrastructure, the amount of available impact fee reimbursements or reimbursement due, and/or any other obligations set forth in this Agreement.

22. No Third-Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third-party beneficiaries by entering into this Agreement.

23. Texas Government Code Verifications.

- (A) Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended. The foregoing representation excludes Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.
- (B) Chapter 2271, Chapter 2274, and Chapter 2276, Texas Government Code only apply to a contract between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

Chapter 2271, Chapter 2274, and Chapter 2276, Texas Government Code, therefore, does not apply to a company that has fewer than ten (10) full-time employees, and does not apply to a contract that has a value of less than \$100,000 or is not to be paid wholly or partly from public funds of the governmental entity. For purposes of Sections 2271.002, 2274.002, and 2276.002, Texas Government Code, as amended, unless Developer and/or this contract is not subject to Chapter 2271, Chapter 2274, and Chapter 2276 of the Texas Government Code for one or more of the reasons stated in this subsection, Developer verifies and certifies that it does not and during the duration of this Agreement will not:

- (i) boycott Israel as that term is defined in Texas Government Code Section 808.001 and Chapter 2271, as amended;
 - (ii) discriminate against a firearm entity or firearm trade association as defined in Texas Government Code Chapter 2274, as amended; or
 - (iii) boycott energy companies as defined in Texas Government Code Section 809.001 and Chapter 2276, as amended.
- (C) Pursuant to Chapter 2275 of the Texas Government Code, Developer verifies that neither Developer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer (i) is owned or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia or any designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, of any designated country; and (ii) is headquartered in China, Iran, North Korea, Russia or a designated country. The term “designated country” means a country designated by the Governor as a threat to critical infrastructure under Section 2275.0103. The term “critical infrastructure” means a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.

24. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other Party.

25. Recitals. The recitals contained in this Agreement: (a) are true and correct as of the date the Parties enter into this Agreement; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the Town Council, and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, must be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and,

but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

26. Term. This Agreement shall automatically expire upon Developer being fully reimbursed for all of the Public Improvement Cost for the Qualified Project.

27. Exhibits. The following exhibits are attached hereto and incorporated into this Agreement for all purposes:

Exhibit A Metes and Bounds Description of Phase One

Exhibit B Estimated Public Improvement Costs for the Qualified Project

Exhibit C Furst Ranch Phase One Infrastructure

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first above written.

THE TOWN OF FLOWER MOUND, TEXAS

By: _____

Name:
Mayor, Town of Flower Mound

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me on this the ____ day of _____, 2026, by _____, Mayor of the Town of Flower Mound, Texas, on behalf of the Town of Flower Mound, Texas.

Notary Public, State of Texas

**BOARD OF DIRECTORS OF
REINVESTMENT ZONE NUMBER TWO,
TOWN OF FLOWER MOUND, TEXAS**

By: _____

Name: _____

STATE OF TEXAS §

§

COUNTY OF DENTON §

This instrument was acknowledged before me on this the ____ day of _____, 2026, by _____ of the Board of Directors of Reinvestment Zone Number Two, Town of Flower Mound, Texas, on behalf of the Board.

Notary Public, State of Texas

DEVELOPER:

1171 Commercial NE, LLC

By: _____

Name: John D. (Jack) Furst

Title: President

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2026, by John D. (Jack) Furst, President of 1171 Commercial NE, LLC, a Texas limited liability company, on behalf of such company.

Notary Public, State of Texas

After Recording Return to:

Misty Ventura
Shupe Ventura, PLLC
9406 Biscayne Blvd.
Dallas, Texas 75218

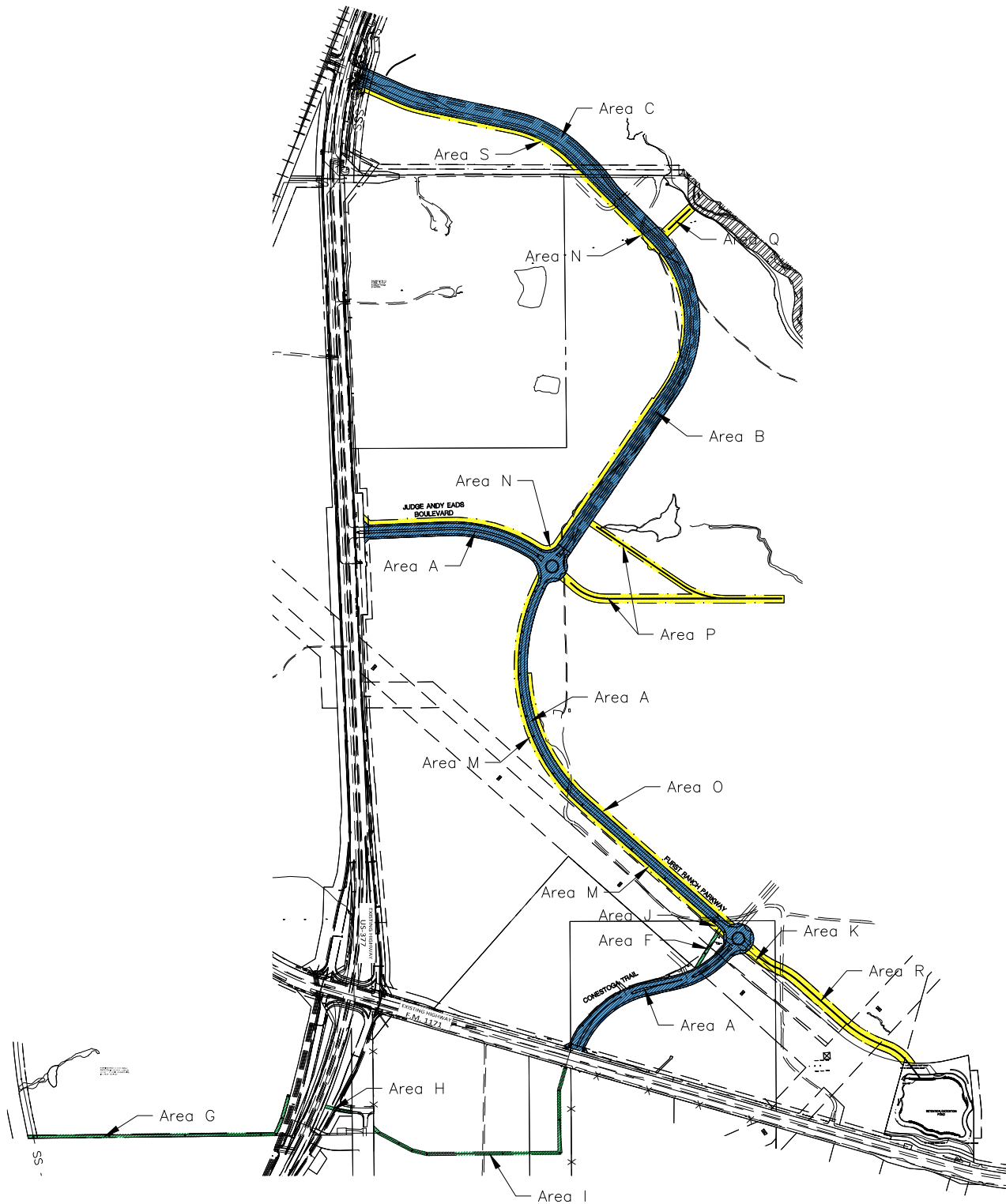
EXHIBIT A

METES AND BOUNDS DESCRIPTION OF PHASE ONE

EXHIBIT B

ESTIMATED PUBLIC IMPROVEMENT COSTS FOR THE QUALIFIED PROJECT

EXHIBIT C
FURST RANCH PHASE ONE INFRASTRUCTURE



Z:\ZDrive\Projects\FUR\FUR24002\04-Production\Engineering\Exhibits\Cost Estimate Exhibits\FUR24002-OA-Area Verifications.dwg, 2/18/2026 5:30:12 PM, Martin Mirzaie



The John R. McAdams Company, Inc.
 621 Hillsborough Street
 Suite 500
 Raleigh, NC 27603
 phone 919. 361. 5000
 fax 919. 361. 2269
 license number: C-0293, C-187
 www.mcadamsco.com

**FURST RANCH PHASE I
 INFRASTRUCTURE
 EXHIBIT A**
 36.189 Acres
 INTERSECTION OF FM 1171 & US 377
 TOWN OF FLOWER MOUND

PLAN INFORMATION
 PROJECT NO. FUR24002
 CHECKED BY RA
 DRAWN BY MM
 SCALE 1" = 1000'
 DATE 2/18/2026

AREA – A
LEGAL DESCRIPTION
RIGHT-OF-WAY DEDICATION
FURST RANCH INFRASTRUCTURE
10.805 ACRES

BEING all that certain lot, tract, or parcel of land situated in the B. B. B. & C. Railway Co. Survey, Abstract Number 154, the P. W. Caspary Survey, Abstract Number 277, Town of Flower Mound, Denton County, Texas, being part of that certain called 20.206 acre tract of land described as Tract E in deed in favor of Old W.R. Ranch I, LP, recorded in Instrument No. 2004-4122 of the Real Property Records of Denton County, Texas, and being all of that certain called 15.97 acre tract of land described in deed in favor of 64.3 SE 1171/377, LLC, recorded in Document Number 2010-77708 of the Real Property Records of Denton County, Texas, and being all of that certain called 15.97 acre tract of land described in deed in favor of 64.3 SE 1171/377, LLC, recorded in Document Number 2010-77709 of the Real Property Records of Denton County, Texas, being part of that certain called 251.99 acre tract of land described as Tract II in deed in favor of Old WR Ranch I, LP, recorded in Volume 4576, Page 1847 of the Real Property Records of Denton County, Texas, being part of that certain called 483.906 acre tract of land, described as Tract 1 in deed to Old WR Ranch I Freeman, LP, recorded in Document Number 2025-68295 of the Real Property Records of Denton County, Texas, being all of that certain called 0.018 acre tract of land, described as Tract 2 in deed to Old WR Ranch I Freeman, LP, recorded in Document Number 2025-68295 of the Real Property Records of Denton County, Texas, and being a part of that certain called 31.929 acre tract of land, described by deed to Old WR Ranch I Freeman, LP, recorded in Document Number 2025-68297 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at the intersection of the east line of U. S. Highway 377 as evidenced by that certain called 12.32 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 279, Page 240 of the Deed Records of Denton County, Texas, and the north line of F. M. 1171 as evidenced by that certain called 44,003 square feet tract of land described as Parcel 5 in deed in favor of Denton County, recorded in Document Number 2012-58191 of the Real Property Records of Denton County, Texas, being the northwest corner of said 44,003 square feet tract, being the southwest corner of that certain called 0.9117 acre tract of land described as Parcel 9 in Final Judgement to the State of Texas, recorded in Document No. 2025-76017 of the Real Property records of Denton County, Texas;

THENCE S 74°00'35" E, with the north line of said 44,003 square feet tract, the south line of said Parcel 9, and the north line of F.M.1171, passing at a distance of 136.63 feet a TxDOT Monument found at the southeast corner of said Parcel 9, same being the westerly southwest corner of said 483.906 acre tract, continuing with a south line thereof, a total distance of 365.53 feet to a TxDOT Monument found;

THENCE S 65°05'25" E, with a south line of said 483.906 acre tract, the north line of said 44,003 square feet tract, and the north line of F.M.1171, passing at a distance of 62.17 feet, a 1/2" capped rebar found, stamped "KHA" at the westerly southeast corner of said 483.906 acre tract, same being the westernmost corner of a certain tract of land, described as Tract 1 by deed to H-E-B, LP, recorded in Document Number 2025-68301, Deed Records, Denton County, Texas, continuing with the south line thereof, a total distance of 64.26 feet to a TxDOT Monument found;

THENCE S 74°00'35" E, with the south line of said H-E-B- tract 1, the north line of said 44,003 square feet tract, and the north line of F.M.1171, a distance of 889.52 feet to a 1/2" capped rebar found, stamped "KHA", being the **POINT OF BEGINNING** of the herein described tract of land, at the southernmost corner of said H-E-B tract 1, same being the west corner of said 0.018 acre tract;

THENCE N 63°45'53" E, with the east line of said H-E-B tract 1, same being the northwest line of said 0.018 acre tract, a distance of 44.43 feet to a 1/2" capped rebar found, stamped "KHA";

THENCE northeasterly, with the east line of said H-E-B tract 1, and the northwest line of said 0.018 acre tract, with a non-tangent curve to the right, having a radius of 697.00 feet, a central angle of 10°19'29", passing the north corner of said 0.018 acre tract, same being the southeast corner of said H-E-B tract 1, same being the south corner of a certain tract of land, described as Tract 2 by deed to H-E-B, LP, recorded in Document Number 2025-68301, Deed Records, Denton County, Texas, same being the west line of said 31.929 acre tract, continuing over, across, and through said 31.929 acre tract, and with the east line of said H-E-B tract 2, a total arc length of 125.60 feet, and whose chord bears N 27°47'52" E, 125.43 feet to a 1/2" capped rebar found, stamped "KHA";

THENCE over, across, and through said 31.929 acre tract, and with the east line of said H-E-B tract 2 the following two (2) calls:

N 43°48'40" E, a distance of 106.04 feet to a 1/2" capped rebar found, stamped "KHA";

Northeasterly, with a non-tangent curve to the right, having a radius of 685.00 feet, having a central angle of 36°07'45", an arc length of 431.94 feet, and whose chord bears N 59°46'09" E, a distance of 424.82 feet to a 1/2" capped rebar found, stamped "KHA", from which a 1/2" capped rebar found, stamped "KHA" at the easternmost corner of said H-E-B tract 2, bears northeasterly, with the arc of a curve to the left, having a radius of 855.00 feet, a central angle of 21°15'44", and an arc length of 317.29 feet, whose chord bears N 67°12'09" E, 315.47 feet;

THENCE departing the east line of said H-E-B tract 2, continuing over, across, and through said 31.929 acre tract, the following six (6) calls:

N 77°50'01" E, a distance of 184.57 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Northeasterly, with a tangent arc to the left, having a radius of 595.00 feet, a central angle of 36°21'31", and an arc length of 377.57 feet, whose chord bears N 59°39'16" E, 371.27 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Northeasterly, with the arc of a tangent curve to the left, having a radius of 91.50 feet, a central angle of 20°28'57", and an arc length of 32.71 feet, whose chord bears N 31°14'02" E, 32.54 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Northwesterly, with the arc of a non-tangent curve to the right, having a radius of 100.00 feet, a central angle of 33°57'44", and an arc length of 59.28 feet, whose chord bears N 01°01'24" W, 58.41 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Northwesterly, with the arc of a non-tangent curve to the left, having a radius of 91.50 feet, a central angle of 30°23'53", and an arc length of 48.54 feet, whose chord bears N 33°19'33" W, 47.98 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 48°31'30" W, passing the north line of said 31.929 acre tract, same being a south line of said 483.906 acre tract, continuing a total distance of 1221.25 feet to a 1/2" capped rebar set, stamped "MCADAMS";

THENCE continuing over, across, and through said 483.906 acre tract the following seven (7) calls:

Northwesterly, with the arc of a curve to the right, having a radius of 1230.50 feet, a central angle of 74°22'12", and an arc length of 1597.19 feet, whose chord bears N 11°20'24" W, 1487.40 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Northeasterly, with the arc of a curve to the left, having a radius of 131.50 feet, a central angle of 32°31'56", and an arc length of 74.66 feet, whose chord bears N 09°34'44" E, 73.67 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Northwesterly, with the arc of a curve to the right, having a radius of 100.00 feet, a central angle of 14°18'18", and an arc length of 24.97 feet, whose chord bears N 19°51'36" W, 24.90 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Northwesterly, with the arc of a curve to the left, having a radius of 131.50 feet, a central angle of 45°17'11", and an arc length of 103.94 feet, whose chord bears N 35°21'02" W, 101.25 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Northwesterly, with the arc of a curve to the left, having a radius of 955.00 feet, a central angle of 34°28'32", and an arc length of 574.64 feet, whose chord bears N 75°13'54" W, 566.01 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 87°31'50" W, a distance of 503.43 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 42°31'50" W, a distance of 42.43 feet to a 1/2" capped rebar set, stamped "MCADAMS" in the west line of said 483.906 acre tract, the east line of US Highway 377, as evidenced by that certain called 2.94999 acre tract of land described as Parcel 10 in Final Judgement to the State of Texas, recorded in Document No. 2025-76017 of the Real Property records of Denton County, Texas, from which a TxDOT Monument found bears S 02°28'10" E, 116.92 feet;

THENCE N 02°28'10" W, with the west line of said 483.906 acre tract, the east line of said 2.94999 acre tract, and the east line of US Highway 377, a distance of 150.00 feet to a 1/2" capped rebar set, stamped "MCADAMS" from which a TxDOT Monument found bears N 02°28'10" W, 183.35 feet;

THENCE over, across, and through said 483.906 acre tract the following eleven (11) calls:

S 47°28'10" E, a distance of 42.43 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 87°31'50" E, a distance of 503.43 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Southeasterly, with the arc of a curve to the right, having a radius of 1045.00 feet, a central angle of 35°57'42", and an arc length of 655.89 feet, whose chord bears S 74°29'19" E, 645.18 feet to a 1/2" capped rebar set, stamped "MCADAMS"

Northeasterly, with the arc of a curve to the left, having a radius of 90.50 feet, a central angle of 89°21'12", and an arc length of 141.14 feet, whose chord bears N 78°48'56" E, 127.26 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 55°51'40" E, a distance of 100.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 34°08'20" W, a distance of 31.14 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Southwesterly, with the arc of a curve to the left, having a radius of 51.50 feet, a central angle of 47°56'20", and an arc length of 43.09 feet, whose chord bears S 10°10'10" W, 41.84 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Southwesterly, with the arc of a curve to the right, having a radius of 100.00 feet, a central angle of 100°53'07", and an arc length of 176.08 feet, whose chord bears S 36°38'33" W, 154.20 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Southwesterly, with the arc of a curve to the left, having a radius of 51.50 feet, a central angle of 60°20'14", and an arc length of 54.23 feet, whose chord bears S 56°55'00" W, 51.76 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Southeasterly, with the arc of a curve to the left, having a radius of 1169.50 feet, a central angle of 75°16'22", and an arc length of 1536.44 feet, whose chord bears S 10°53'18" E, 1428.31 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 48°31'30" E, passing the north line of said 31.929 acre tract, same being a south line of said 483.906 acre tract, continuing a total distance of 1230.41 feet to a 1/2" capped rebar set, stamped "MCADAMS";

THENCE over, across, and through said 31.929 acre tract the following seven (7) calls:

Southeasterly, with the arc of a tangent curve to the left, having a radius of 51.50 feet, a central angle of 57°13'51", and an arc length of 51.44 feet, whose chord bears S 77°08'25" E, 49.33 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Southeasterly, with the arc of a tangent curve to the right, having a radius of 100.00 feet, a central angle of 191°50'29", and an arc length of 334.83 feet, whose chord bears S 09°50'06" E, 198.93 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Southwesterly, with the arc of a tangent curve to the left, having a radius of 91.50 feet, a central angle of 43°24'21", and an arc length of 69.32 feet, whose chord bears S 64°22'58" W, 67.67 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Southwesterly, with the arc of a tangent curve to the right, having a radius of 685.00 feet, a central angle of 35°09'14", and an arc length of 420.28 feet, whose chord bears S 60°15'24" W, 413.72 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 77°50'01" W, a distance of 184.57 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Southwesterly, with the arc of a curve to the left, having a radius of 595.00 feet, a central angle of 54°03'24", and an arc length of 561.36 feet, whose chord bears S 50°48'19" W, 540.77 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 25°50'16" E, a distance of 40.01 feet to a 1/2" capped rebar set, stamped "MCADAMS" in the north line of FM 1171, as evidenced by that certain called 40,987 square feet tract of land, described by deed to Denton County, Texas, recorded in Document Number 2008-17554, Deed Records, Denton County, Texas, and being in the south line of said 31.929 acre tract;

THENCE N 74°00'35" W, with the south line of said 31.929 acre tract, the north line of FM 1171, the north line of said 40,987 square feet tract, passing the northwest corner thereof, same being the northeast corner of said 44,003 square feet tract, same being the southwest corner of said 31.929 acre tract, same being the southeast corner of said 0.018 acre tract, continuing with the south line thereof, a total distance of 162.39 feet to the **POINT OF BEGINNING** and containing approximately 10.805 acres of land.

AREA – B
LEGAL DESCRIPTION
RIGHT-OF-WAY DEDICATION
6.765 ACRES

BEING all that certain lot, tract, or parcel of land, situated in the B.B.B. & C.R.R. CO. Survey, Abstract Number 154, Town of Flower Mound, Denton County, Texas, being a part of that certain called 483.906 acre tract, described as Tract 1 by deed to Old WR Ranch I Freeman, LP, recorded in Document Number 2025-68295, Deed Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at the intersection of the east line of U. S. Highway 377 as evidenced by that certain called 12.32 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 279, Page 240 of the Deed Records of Denton County, Texas, and the north line of F. M. 1171 as evidenced by that certain called 44,003 square feet tract of land described as Parcel 5 in deed in favor of Denton County, recorded in Document Number 2012-58191 of the Real Property Records of Denton County, Texas, being the northwest corner of said 44,003 square feet tract, being the southwest corner of that certain called 0.9117 acre tract of land described as Parcel 9 in Final Judgement to the State of Texas, recorded in Document No. 2025-76017 of the Real Property records of Denton County, Texas;

THENCE S 74°00'35" E, with the north line of said 44,003 square feet tract, the south line of said Parcel 9, and the north line of F.M.1171, passing at a distance of 136.63 feet a TxDOT Monument found at the southeast corner of said Parcel 9, same being the southwest corner of said 483.906 acre tract, continuing with the south line thereof, a total distance of 365.53 feet to a TxDOT Monument found;

THENCE S 65°05'25" E, with the south line of said 483.906 acre tract, the north line of said 44,003 square feet tract, and the north line of F.M.1171, passing at a distance of 62.17 feet, a 1/2" capped rebar found, stamped "KHA" at the westerly southeast corner of said 483.906 acre tract, same being the westernmost corner of a certain tract of land, described as Tract 1 by deed to H-E-B, LP, recorded in Document Number 2025-68301, Deed Records, Denton County, Texas, continuing with the south line thereof, a total distance of 64.26 feet to a TxDOT Monument found;

THENCE S 74°00'35" E, with the south line of said H-E-B- tract 1, the north line of said 44,003 square feet tract, and the north line of F.M.1171, a distance of 889.52 feet to a 1/2" capped rebar found, stamped "KHA" at the southernmost corner of said H-E-B tract 1, same being the west corner of a certain called 0.018 acre tract of land, described by deed as Tract 2 to Old WR Ranch I, Freeman, LP, recorded in Document Number 2025-68295, Deed Records, Denton County, Texas;

THENCE N 63°45'53" E, with the east line of said H-E-B tract 1, same being the northwest line of said 0.018 acre tract, a distance of 44.43 feet to a 1/2" capped rebar found, stamped "KHA";

THENCE northeasterly, with the east line of said H-E-B tract 1, and the northwest line of said 0.018 acre tract, with a non-tangent curve to the right, having a radius of 697.00 feet, having a central angle of 10°19'29", passing the north corner of said 0.018 acre tract, same being the southeast corner of said H-E-B tract 1, same being the south corner of a certain tract of land, described as Tract 2 by deed to H-E-B, LP, recorded in Document Number 2025-68301, Deed Records, Denton County, Texas, same being the west line of a certain called 31.929 acre tract of land, described by deed to Old WR Ranch I Freeman, LP, recorded in Document Number 2025-68297, Deed Records, Denton County, Texas, continuing over, across, and through said 31.929 acre tract, and with the east line of said H-E-B tract 2, a total arc length of 125.60 feet, and whose chord bears N 27°47'52" E, a distance of 125.43 feet to a 1/2" capped rebar found, stamped "KHA";

THENCE over, across, and through said 31.929 acre tract, and with the east line of said H-E-B tract 2 the following two (2) calls:

N 43°48'40" E, a distance of 106.04 feet to a 1/2" capped rebar found, stamped "KHA";

Northeasterly, with a non-tangent curve to the right, having a radius of 685.00 feet, having a central angle of 36°07'45", an arc length of 431.94 feet, and whose chord bears N 59°46'09" E, a distance of 424.82 feet to a 1/2" capped rebar found, stamped "KHA", from which a 1/2" capped rebar found, stamped "KHA" at the easternmost corner of said H-E-B tract 2, bears northeasterly, with the arc of a curve to the left, having a radius of 855.00 feet, a central angle of 21°15'44", and an arc length of 317.29 feet, whose chord bears N 67°12'09" E, 315.47 feet;

THENCE departing the east line of said H-E-B tract 2, continuing over, across, and through said 31.929 acre tract, the following six (6) calls:

N 77°50'01" E, a distance of 184.57 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Northeasterly, with a tangent arc to the left, having a radius of 595.00 feet, a central angle of 36°21'31", and an arc length of 377.57 feet, whose chord bears N 59°39'16" E, 371.27 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Northeasterly, with the arc of a tangent curve to the left, having a radius of 91.50 feet, a central angle of 20°28'57", and an arc length of 32.71 feet, whose chord bears N 31°14'02" E, 32.54 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Northwesterly, with the arc of a non-tangent curve to the right, having a radius of 100.00 feet, a central angle of 33°57'44", and an arc length of 59.28 feet, whose chord bears N 01°01'24" W, 58.41 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Northwesterly, with the arc of a non-tangent curve to the left, having a radius of 91.50 feet, a central angle of 30°23'53", and an arc length of 48.54 feet, whose chord bears N 33°19'33" W, 47.98 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 48°31'30" W, passing the north line of said 31.929 acre tract, same being a south line of said 483.906 acre tract, continuing a total distance of 1221.25 feet to a 1/2" capped rebar set, stamped "MCADAMS";

THENCE continuing over, across, and through said 483.906 acre tract the following seven (7) calls:

Northwesterly, with the arc of a curve to the right, having a radius of 1230.50 feet, a central angle of 74°22'12", and an arc length of 1597.19 feet, whose chord bears N 11°20'24" W, 1487.40 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Northeasterly, with the arc of a curve to the left, having a radius of 131.50 feet, a central angle of 32°31'56", and an arc length of 74.66 feet, whose chord bears N 09°34'44" E, 73.67 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Northwesterly, with the arc of a curve to the right, having a radius of 100.00 feet, a central angle of 14°18'18", and an arc length of 24.97 feet, whose chord bears N 19°51'36" W, 24.90 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Northwesterly, with the arc of a curve to the left, having a radius of 131.50 feet, a central angle of 45°17'11", and an arc length of 103.94 feet, whose chord bears N 35°21'02" W, 101.25 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Northwesterly, with the arc of a curve to the left, having a radius of 955.00 feet, a central angle of 34°28'32", and an arc length of 574.64 feet, whose chord bears N 75°13'54" W, 566.01 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 87°31'50" W, a distance of 503.43 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 42°31'50" W, a distance of 42.43 feet to a 1/2" capped rebar set, stamped "MCADAMS" in the west line of said 483.906 acre tract, the east line of US Highway 377, as evidenced by that certain called 2.94999 acre tract of land described as Parcel 10 in Final Judgement to the State of Texas, recorded in Document No. 2025-76017 of the Real Property records of Denton County, Texas, from which a TxDOT Monument found bears S 02°28'10" E, 116.92 feet;

THENCE N 02°28'10" W, with the west line of said 483.906 acre tract, same being the east line of said 2.94999 acre tract, and the east line of US Highway 377, a distance of 150.00 feet to a point from which a TxDOT Monument found bears N 02°28'10" W, 183.35 feet;

THENCE over, across, and through said 483.906 acre tract the following seven (7) calls:

S 47°28'10" E, a distance of 42.43 feet;

N 87°31'50" E, a distance of 503.43 feet;

Southeasterly, with a curve to the right, having a radius of 1045.00 feet, having a central angle of 35°57'42", an arc length of 655.89 feet, and whose chord bears S 74°29'19" E, a distance of 645.18 feet;

Northeasterly, with a reverse curve to the left, having a radius of 90.50 feet, having a central angle of 89°21'12", an arc length of 141.14 feet, and whose chord bears N 78°48'56" E, a distance of 127.26 feet to the **POINT OF BEGINNING** of the herein described tract of land;

N 34°08'20" E, a distance of 1256.75 feet;

Northwesterly, with a curve to the left, having a radius of 750.00 feet, having a central angle of 78°57'44", an arc length of 1033.61 feet, and whose chord bears N 05°20'32" W, a distance of 953.74 feet;

N 44°49'25" W, a distance of 630.07 feet to the easterly north line of said 483.906 acre tract;

THENCE S 89°18'15" E, with the easterly north line of said 483.906 acre tract, a distance of 162.44 feet;

THENCE over, across, and through said 483.906 acre tract the following six (6) calls:

Southeasterly, with a curve to the right, having a radius of 800.00 feet, having a central angle of 01°56'19", an arc length of 27.07 feet, and whose chord bears S 36°43'28" E, a distance of 27.07 feet;

Southeasterly, with a reverse curve to the left, having a radius of 800.00 feet, having a central angle of 09°04'06", an arc length of 126.62 feet, and whose chord bears S 40°17'22" E, a distance of 126.48 feet;

S 44°49'25" E, a distance of 361.29 feet;

Southeasterly, with a curve to the right, having a radius of 850.00 feet, having a central angle of 78°57'44", an arc length of 1171.43 feet, and whose chord bears S 05°20'32" E, a distance of 1080.90 feet;

S 34°08'20" W, a distance of 1256.75 feet;

N 55°51'40" W, a distance of 100.00 feet to the **POINT OF BEGINNING** and containing approximately 6.765 acres of land.

AREA – C
LEGAL DESCRIPTION
RIGHT-OF-WAY DEDICATION
4.728 ACRES

BEING all that certain lot, tract, or parcel of land, situated in the T. Burress Survey, Abstract Number 33, Town of Flower Mound, Denton County, Texas, being a part of that certain called 1129.061 acre tract, described as Tract A in deed to Old WR Ranch I, LP, recorded in Document Number 2000-41222, Deed Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at the intersection of the east line of U. S. Highway 377 as evidenced by that certain called 12.32 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 279, Page 240 of the Deed Records of Denton County, Texas, and the north line of F. M. 1171 as evidenced by that certain called 44,003 square feet tract of land described as Parcel 5 in deed in favor of Denton County, recorded in Document Number 2012-58191 of the Real Property Records of Denton County, Texas, being the northwest corner of said 44,003 square feet tract, being the southwest corner of that certain called 0.9117 acre tract of land described as Parcel 9 in Final Judgement to the State of Texas, recorded in Document No. 2025-76017 of the Real Property records of Denton County, Texas;

THENCE S 74°00'35" E, with the north line of said 44,003 square feet tract, the south line of said Parcel 9, and the north line of F.M.1171, passing at a distance of 136.63 feet a TxDOT Monument found at the southeast corner of said Parcel 9, same being the westerly southwest corner of that certain called 483.906 acre tract of land, described as Tract 1 in deed to Old WR Ranch I Freeman, LP, recorded in Document Number 2025-68295 of the Real Property Records of Denton County, Texas, continuing with a south line thereof, a total distance of 365.53 feet to a TxDOT Monument found;

THENCE S 65°05'25" E, with a south line of said 483.906 acre tract, the north line of said 44,003 square feet tract, and the north line of F.M.1171, passing at a distance of 62.17 feet, a 1/2" capped rebar found, stamped "KHA" at the westerly southeast corner of said 483.906 acre tract, same being the westernmost corner of a certain tract of land, described as Tract 1 by deed to H-E-B, LP, recorded in Document Number 2025-68301, Deed Records, Denton County, Texas, continuing with the south line thereof, a total distance of 64.26 feet to a TxDOT Monument found;

THENCE S 74°00'35" E, with the south line of said H-E-B- tract 1, the north line of said 44,003 square feet tract, and the north line of F.M.1171, a distance of 889.52 feet to a 1/2" capped rebar found, stamped "KHA" at the southernmost corner of said H-E-B tract 1, same being the west corner of that certain called 0.018 acre tract of land, described as Tract 2 in deed to Old WR Ranch I Freeman, LP, recorded in Document Number 2025-68295 of the Real Property Records of Denton County, Texas;

THENCE N 63°45'53" E, with the east line of said H-E-B tract 1, same being the northwest line of said 0.018 acre tract, a distance of 44.43 feet to a 1/2" capped rebar found, stamped "KHA";

THENCE northeasterly, with the east line of said H-E-B tract 1, and the northwest line of said 0.018 acre tract, with a non-tangent curve to the right, having a radius of 697.00 feet, a central angle of 10°19'29", passing the north corner of said 0.018 acre tract, same being the southeast corner of said H-E-B tract 1, same being the south corner of a certain tract of land, described as Tract 2 by deed to H-E-B, LP, recorded in Document Number 2025-68301, Deed Records, Denton County, Texas, same being the west line of that certain called 31.929 acre tract of land, described by deed to Old WR Ranch I Freeman, LP, recorded in Document Number 2025-68297 of the Real Property Records of Denton County, Texas, continuing over, across, and through said 31.929 acre tract, and with the east line of said H-E-B tract 2, a total arc length of 125.60 feet, and whose chord bears N 27°47'52" E, 125.43 feet to a 1/2" capped rebar found, stamped "KHA";

THENCE over, across, and through said 31.929 acre tract, and with the east line of said H-E-B tract 2 the following two (2) calls:

N 43°48'40" E, a distance of 106.04 feet to a 1/2" capped rebar found, stamped "KHA";

Northeasterly, with a non-tangent curve to the right, having a radius of 685.00 feet, having a central angle of 36°07'45", an arc length of 431.94 feet, and whose chord bears N 59°46'09" E, a distance of 424.82 feet to a 1/2" capped rebar found, stamped "KHA", from which a 1/2" capped rebar found, stamped "KHA" at the easternmost corner of said H-E-B tract 2, bears northeasterly, with the arc of a curve to the left, having a radius of 855.00 feet, a central angle of 21°15'44", and an arc length of 317.29 feet, whose chord bears N 67°12'09" E, 315.47 feet;

THENCE departing the east line of said H-E-B tract 2, continuing over, across, and through said 31.929 acre tract, the following six (6) calls:

N 77°50'01" E, a distance of 184.57 feet;

Northeasterly, with a tangent arc to the left, having a radius of 595.00 feet, a central angle of 36°21'31", and an arc length of 377.57 feet, whose chord bears N 59°39'16" E, 371.27 feet;

Northeasterly, with the arc of a tangent curve to the left, having a radius of 91.50 feet, a central angle of 20°28'57", and an arc length of 32.71 feet, whose chord bears N 31°14'02" E, 32.54 feet;

Northwesterly, with the arc of a non-tangent curve to the right, having a radius of 100.00 feet, a central angle of 33°57'44", and an arc length of 59.28 feet, whose chord bears N 01°01'24" W, 58.41 feet;

Northwesterly, with the arc of a non-tangent curve to the left, having a radius of 91.50 feet, a central angle of 30°23'53", and an arc length of 48.54 feet, whose chord bears N 33°19'33" W, 47.98 feet to;

N 48°31'30" W, passing the north line of said 31.929 acre tract, same being a south line of said 483.906 acre tract, continuing a total distance of 1221.25 feet;

THENCE over, across, and through said 483.906 acre tract the following seven (7) calls:

Northeasterly, with the arc of a tangent curve to the right, having a radius of 1230.50 feet, having a central angle of 74°22'12", an arc length of 1597.19 feet, and whose chord bears N 11°20'24" E, a distance of 1487.40 feet;

Northeasterly, with the arc of a tangent curve to the left, having a radius of 131.50 feet, a central angle of 32°31'56", and an arc length of 74.66 feet, whose chord bears N 09°34'44" E, 73.67 feet;

Northwesterly, with the arc of a tangent curve to the right, having a radius of 100.00 feet, having a central angle of 14°18'18", an arc length of 24.97 feet, and whose chord bears N 19°51'36" W, 24.90 feet;

Northwesterly, with the arc of a tangent curve to the left, having a radius of 131.50 feet, having a central angle of 45°17'11", an arc length of 103.94 feet, and whose chord bears N 35°21'02" W, 101.25 feet;

Northwesterly, with a compound curve to the left, having a radius of 955.00 feet, having a central angle of 34°28'32", an arc length of 574.64 feet, and whose chord bears N 75°13'54" W, 566.01 feet;

S 87°31'50" W, a distance of 503.43 feet;

S 42°31'50" W, a distance of 42.43 feet to the west line of said 483.906 acre tract, same being the east line of that certain called 2.94999 acre tract of land described as Parcel 10 in Final Judgement to the State of Texas, recorded in Document No. 2025-76017 of the Real Property records of Denton County, Texas, and being in the east line of US Highway 377;

THENCE N 02°28'10" W, with the west line of said 483.906 acre tract, the east line of said 2.94999 acre tract, and the east line of US Highway 377, a distance of 150.00 feet to a 1/2" capped rebar set, stamped "MCADAMS" from which a TxDOT Monument found bears N 02°28'10" W, 140.93 feet;

THENCE over, across, and through said 483.906 acre tract the following seven (7) calls:

S 47°28'10" E, a distance of 42.43 feet;

N 87°31'50" E, a distance of 503.43 feet;

Southeasterly, with the arc of a tangent curve to the right, having a radius of 1045.00 feet, having a central angle of 35°57'42", an arc length of 655.89 feet, and whose chord bears S 74°29'19" E, a distance of 645.18 feet;

Northeasterly, with the arc of a tangent curve to the left, having a radius of 90.50 feet, having a central angle of 89°21'12", an arc length of 141.14 feet, and whose chord bears N 78°48'56" E, a distance of 127.26 feet;

N 34°08'20" E, a distance of 1256.75 feet;

Northwesterly, with the arc of a tangent curve to the left, having a radius of 750.00 feet, having a central angle of 78°57'44", an arc length of 1033.61 feet, and whose chord bears N 05°20'32" W, a distance of 953.74 feet;

N 44°49'25" W, a distance of 630.07 feet to the easterly north line of said 483.906 acre tract, being the **POINT OF BEGINNING** of the herein described tract of land;

THENCE over, across, and through said 1129.061 acre tract the following fourteen (14) calls:

N 44°49'25" W, a distance of 130.46 feet;

Northwesterly, with a curve to the left, having a radius of 740.00 feet, having a central angle of 33°10'35", an arc length of 428.49 feet, and whose chord bears N 61°24'42" W, a distance of 422.53 feet;

N 78°00'00" W, a distance of 611.47 feet;

Northwesterly, with a curve to the right, having a radius of 860.00 feet, having a central angle of 11°55'10", an arc length of 178.91 feet, and whose chord bears N 72°02'25" W, a distance of 178.59 feet;

N 66°04'50" W, a distance of 244.84 feet;

S 63°16'20" W, a distance of 38.05 feet to the east line of that certain called 3.5311 acre tract of land described as Parcel 14, Part 1 in Possession and Use Agreement to the State of Texas, recorded in Document No. 2020-25232 of the Real Property records of Denton County, Texas, and being in the east line of US Highway 377;

Northeasterly, with the east line of said 3.5311 acre tract, and the east line of US Highway 377, with a curve to the right, having a radius of 2886.00 feet, having a central angle of 3°36'32", an arc length of 181.78 feet, and whose chord bears N 14°07'55" E, a distance of 181.75 feet, to a point from which a TxDOT Monument found bears northeasterly, with said 2886.00 foot radius, having a central angle of 0°23'38", an arc length of 19.84 feet, and whose chord bears N 16°08'00" E, a distance of 19.84 feet;

S 25°13'16" E, a distance of 45.38 feet;

S 66°04'50" E, a distance of 265.54 feet;

Southeasterly, with a curve to the left, having a radius of 740.00 feet, having a central angle of 11°55'10", an arc length of 153.94 feet, and whose chord bears S 72°02'25" E, a distance of 153.67 feet;

S 78°00'00" E, a distance of 593.60 feet;

Southeasterly, with a curve to the right, having a radius of 920.00 feet, having a central angle of 33°10'35", an arc length of 532.72 feet, and whose chord bears S 61°24'42" E, a distance of 525.31 feet;

S 44°49'25" E, a distance of 129.19 feet;

Southeasterly, with a curve to the right, having a radius of 800.00 feet, having a central angle of 07°07'47", an arc length of 99.55 feet, and whose chord bears S 41°15'31" E, a distance of 99.49 feet to the easterly north line of said 483.906 acre tract;

THENCE N 89°18'15" W, with the easterly north line of said 483.906 acre tract, a distance of 162.44 feet to the **POINT OF BEGINNING** and containing approximately 4.728 Acres of land.

AREA – F
LEGAL DESCRIPTION
SANITARY SEWER EASEMENT
0.138 ACRES

BEING all that certain lot, tract, or parcel of land, situated in the P. Caspary Survey, Abstract Number 277, Town of Flower Mound, Denton County, Texas, being a part of that certain called 31.929 acre tract of land, described by deed to Old WR Ranch I Freeman, LP, recorded in Document Number 2025-68297, Deed Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at the intersection of the east line of U. S. Highway 377 as evidenced by that certain called 12.32 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 279, Page 240 of the Deed Records of Denton County, Texas, and the north line of F. M. 1171 as evidenced by that certain called 44,003 square feet tract of land described as Parcel 5 in deed in favor of Denton County, recorded in Document Number 2012-58191 of the Real Property Records of Denton County, Texas, being the northwest corner of said 44,003 square feet tract, being the southwest corner of that certain called 0.9117 acre tract of land described as Parcel 9 in Final Judgement to the State of Texas, recorded in Document No. 2025-76017 of the Real Property records of Denton County, Texas;

THENCE S 74°00'35" E, with the north line of said 44,003 square feet tract, the south line of said Parcel 9, and the north line of F.M.1171, passing at a distance of 136.63 feet a TxDOT Monument found at the southeast corner of said Parcel 9, same being the southwest corner of a certain called 483.906 acre tract, described as Tract 1 by deed to Old WR Ranch I Freeman, LP, recorded in Document Number 2025-68295, Deed Records, Denton County, Texas, continuing with the south line thereof, a total distance of 365.53 feet to a TxDOT Monument found;

THENCE S 65°05'25" E, with the south line of said 483.906 acre tract, the north line of said 44,003 square feet tract, and the north line of F.M.1171, passing at a distance of 62.17 feet, a 1/2" capped rebar found, stamped "KHA" at the westerly southeast corner of said 483.906 acre tract, same being the westernmost corner of a certain tract of land, described as Tract 1 by deed to H-E-B, LP, recorded in Document Number 2025-68301, Deed Records, Denton County, Texas, continuing with the south line thereof, a total distance of 64.26 feet to a TxDOT Monument found;

THENCE S 74°00'35" E, with the south line of said H-E-B- tract 1, the north line of said 44,003 square feet tract, and the north line of F.M.1171, a distance of 889.52 feet to a 1/2"

capped rebar found, stamped "KHA" at the southernmost corner of said H-E-B tract 1, same being the west corner of a certain called 0.018 acre tract of land, described by deed as Tract 2 to Old WR Ranch I, Freeman, LP, recorded in Document Number 2025-68295, Deed Records, Denton County, Texas;

THENCE N 63°45'53" E, with the east line of said H-E-B tract 1, same being the northwest line of said 0.018 acre tract, a distance of 44.43 feet to a 1/2" capped rebar found, stamped "KHA";

THENCE northeasterly, with the east line of said H-E-B tract 1, and the northwest line of said 0.018 acre tract, with a non-tangent curve to the right, having a radius of 697.00 feet, a central angle of 10°19'29", passing the north corner of said 0.018 acre tract, same being the southeast corner of said H-E-B tract 1, same being the south corner of a certain tract of land, described as Tract 2 by deed to H-E-B, LP, recorded in Document Number 2025-68301, Deed Records, Denton County, Texas, same being the west line of said 31.929 acre tract, continuing over, across, and through said 31.929 acre tract, and with the east line of said H-E-B tract 2, a total arc length of 125.60 feet, and whose chord bears N 27°47'52" E, 125.43 feet to a 1/2" capped rebar found, stamped "KHA";

THENCE over, across, and through said 31.929 acre tract, and with the east line of said H-E-B tract 2 the following two (2) calls:

N 43°48'40" E, a distance of 106.04 feet to a 1/2" capped rebar found, stamped "KHA";

Northeasterly, with a non-tangent curve to the right, having a radius of 685.00 feet, having a central angle of 36°07'45", an arc length of 431.94 feet, and whose chord bears N 59°46'09" E, a distance of 424.82 feet to a 1/2" capped rebar found, stamped "KHA", from which a 1/2" capped rebar found, stamped "KHA" at the easternmost corner of said H-E-B tract 2, bears northeasterly, with the arc of a curve to the left, having a radius of 855.00 feet, a central angle of 21°15'44", and an arc length of 317.29 feet, whose chord bears N 67°12'09" E, 315.47 feet;

THENCE departing the east line of said H-E-B tract 2, continuing over, across, and through said 31.929 acre tract, the following seven (7) calls:

N 77°50'01" E, a distance of 184.57 feet;

Northeasterly, with the arc of a tangent curve to the left, having a radius of 595.00 feet, a central angle of 14°01'03", and an arc length of 145.57 feet, whose chord bears N 70°49'30" E, 145.20 feet to the **POINT OF BEGINNING** of the herein described tract of land;

N 31°26'30" E, a distance of 318.71 feet;

S 48°31'30" E, a distance of 8.64 feet;

Southeasterly, with the arc of a tangent curve to the right, having a radius of 91.50 feet, a central angle of 7°24'37", and an arc length of 11.83 feet, whose chord bears S 44°49'11" E, 11.83 feet;

S 31°26'30" W, a distance of 280.41 feet;

Southwesterly, with the arc of a non-tangent curve to the right, having a radius of 595.00 feet, a central angle of 3°47'53", and an arc length of 39.44 feet, whose chord bears S 61°55'02" W, 39.43 feet to the **POINT OF BEGINNING** and containing approximately 0.138 acres of land.

AREA – G
LEGAL DESCRIPTION
SANITARY SEWER EASEMENT
0.874 ACRES

BEING all that certain lot, tract or parcel of land situated in the Bruce Wheeler Survey, Abstract Number 1605, Town of Flower Mound, Denton County, Texas, and being part of that certain called 224.42 acre tract of land described in deed in favor of Lizzie Curtis, wife of O. M. Curtis, recorded in Volume 100, Page 116 of the Deed Records of Denton County, Texas, and being part of that certain called 141.5 acre tract of land described in deed in favor of O. & C. Freeman Family LTD., recorded in Document Number 1996-48254 of the Real Property Records of Denton County, Texas, and being part of that certain called 59.208 acre tract of land described in deed to SWC 1171-377, LTD, recorded in Document Number 2017-70757 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2” capped rebar found (Brittan & Crawford) at the southwest corner of said 59.208 acre tract and being the northwest corner of that certain called 29.701 acre tract of land described in deed in favor of Duinick Bros., Inc., recorded in Document Number 1993-22295 of the Real Property Records of Denton County, Texas, and being the southeast corner of that certain called 3.8 acre tract of land described in deed in favor of The Texas and Pacific Railway Company, recorded in Volume 360, Page 276 of the Deed Records of Denton County, Texas, being on the east line of the Texas and Pacific Railroad right-of-way (called 100’ right-of-way), and being the southwest corner of a certain Permanent Utility Easement to the Trinity River Authority of Texas, described as Parcel 2, and being called 2.349 acres, recorded in Document Number 2011-86317 of the Real Property Records, Denton County, Texas;

THENCE N 11°39’45” W, with the west line of said 59.208 acre tract, the west line of said easement, and the east line of said Texas and Pacific Railway, a distance of 20.38 feet;

THENCE N 89°22’50” E, being 20 feet north of and parallel to the south line of said 59.208 acre tract a distance of 1,626.13 feet;

THENCE northeasterly, being 20 feet west of and parallel to the east line of said 59.208 acre tract the following five (5) calls:

N 20°19’50” E, a distance of 13.08 feet;

N 29°05’30” E, a distance of 15.48 feet;

N 21°52’35” E, a distance of 78.62 feet;

N 16°38'00" E, a distance of 95.25 feet;

N 14°58'00" E, a distance of 62.71 feet;

THENCE S 75°02'00" E, a distance of 20.00 feet to a point in the east line of said 59.208 acre tract, same being the west line of a certain Parcel 4, called 2.2831 acres, to the State of Texas, recorded in Document Number 2020-140683 of the Real Property Records, Denton County, Texas, and being in the west line of US Highway 377 (variable width ROW);

THENCE with the east line of said 59.208 acre tract, and the west line of US Highway 377 the following five (5) calls:

S 14°58'00" W, a distance of 63.00 feet to a 1/2" capped rebar found (TXDOT);

S 16°38'00" W, a distance of 96.46 feet to a 1/2" capped rebar found (TXDOT);

S 21°52'35" W, a distance of 80.80 feet to a 1/2" capped rebar found (TXDOT);

S 29°05'30" W, a distance of 15.21 feet to a 1/2" capped rebar found (TXDOT);

S 20°19'50" W, a distance of 25.30 feet to a 1/2" capped rebar found (TXDOT) at the southeast corner of said 59.208 acre tract, same being the southwest corner of said 2.2831 acre tract, being in the north line of said 29.701 acre tract, and being in the west line of US Highway 377;

THENCE S 89°22'50" W, with the south line of said 59.208 acre tract, same being the north line of said 29.701 acre tract, a distance of 1,635.98 feet to the **POINT OF BEGINNING** and containing approximately 0.874 acres of land.

AREA – H
LEGAL DESCRIPTION
SANITARY SEWER EASEMENT
0.083 ACRES

BEING all that certain lot, tract or parcel of land situated in the Bruce Wheeler Survey, Abstract Number 1605, Town of Flower Mound, Denton County, Texas, and being part of that certain called 1.892 acre tract of land described as Tract I in deed in favor of 64.3 SE 1171/377, LLC, recorded in Document Number 2008-41355 of the Real Property Records of Denton County, Texas, being part of that certain called 1.4929 acre tract of land described as Parcel 5 in Notice of Lis Pendens of State of Texas v. 64.3 SE 1171/377, LLC, Et Al, recorded in Document Number 2020-84225 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 5/8” rebar found at the southeast corner of said 1.892 acre tract, being on the west line of the original right-of-way of U.S. Highway 377 (called 140’ right-of-way now known as Dunham Road) as evidenced by that certain called 12.32 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 276, Page 240, of the Deed Records, of Denton County, Texas, and being the northeast corner of that certain called 25,120 square feet tract of land described as Parcel 45 in deed in favor of Denton County, recorded in Document Number 2011-17585 of the Real Property Records of Denton County, Texas;

THENCE N 00°37’40” W, with the east line of said 1.892 acre tract a distance of 122.37 feet to a 1/2” capped rebar found at the northernmost southeast corner of said 1.4929 acre tract;

THENCE N 00°37’40” W, with the east line of said 1.892 acre tract and the east line of said 1.4929 acre tract, a distance of 15.91 feet to the **POINT OF BEGINNING**;

THENCE N 81°07’40” W, a distance of 86.76 feet;

THENCE N 75°02’00” W, a distance of 98.69 feet to the west line of said 1.892 acre tract, same being the west line of said 1.4929 acre tract, and being in the east line of U.S. Highway 377;

THENCE Northeasterly, with the west line of said 1.892 acre tract and the west line of said 1.4929 acre tract, with the arc of a curve to the left, having a radius of 3879.72 feet, a central angle of 0°17’52”, and an arc length of 20.17 feet, whose chord bears N 22°23’56” E, 20.17 feet;

THENCE S 75°02’00” E, a distance of 95.01 feet;

THENCE S 81°07’40” E, a distance of 82.34 feet to the east line of said 1.892 acre tract, same being the east line of said 1.4929 acre tract;

THENCE S 00°37'40" E, with the east line of said 1.892 acre tract, and the east line of said 1.4929 acre tract, a distance of 20.28 feet to the **POINT OF BEGINNING** and containing approximately 0.083 acres of land.

AREA – I
LEGAL DESCRIPTION
SANITARY SEWER EASEMENT
0.847 ACRES

BEING all of that certain lot, tract or parcel of land situated in the P. Caspary Survey, Abstract Number 277, Town of Flower Mound, Denton County, Texas, and being part of that certain called 62.678 acre tract of land described as Tract II in deed in favor of 64.3 SE 1171/377, LLC, recorded in Document Number 2008-41355 of the Real Property Records, Denton County, Texas, and being part of that certain called 6.220 acre tract of land described in deed in favor of 64.3 SE 1171/377, LLC, recorded in Document Number 2016-73841 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 5/8” rebar found at the northeast corner of said 6.220 acre tract, same being the northwest corner of a certain called 44.53 acre tract of land, described by deed to SWC 1171-377, LTD, recorded in Document Number 2017-156273 of the Real Property Records, Denton County, Texas, and being in the south line of FM 1171 (variable width ROW);

THENCE N 74°01’20” W, with the north line of said 6.220 acre tract, same being the south line of FM 1171, a distance of 24.72 feet to the **POINT OF BEGINNING**;

THENCE S 15°58’40” W, a distance of 159.94 feet;

THENCE S 00°27’30” E, a distance of 420.98 feet;

THENCE S 89°32’30” W, passing the west line of said 6.220 acre tract, same being the northerly east line of said 62.678 acre tract, continuing a total distance of 884.28 feet;

THENCE N 76°43’00” W, a distance of 103.81 feet;

THENCE N 62°12’20” W, a distance of 247.94 feet;

THENCE N 46°17’55” W, a distance of 41.73 feet to the west line of said 62.678 acre tract, same being the east line of the original right-of-way of U. S. Highway 377 (called 140’ right-of-way now known as Dunham Road) as evidenced by that certain called 12.32 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 276, Page 240 of the Deed Records of Denton County, Texas;

THENCE N 00°37’40” W, with the west line of said 62.678 acre tract, same being the east line of said 12.32 acre tract, a distance of 15.91 feet;

THENCE S 46°17’55” E, a distance of 58.48 feet;

THENCE S 62°12'20" E, a distance of 242.60 feet;

THENCE S 76°43'00" E, a distance of 98.85 feet;

THENCE N 89°32'30" E, passing the northerly east line of said 62.678 acre tract, same being the west line of said 6.220 acre tract, continuing a total distance of 861.87 feet;

THENCE N 00°27'30" W, a distance of 403.87 feet;

THENCE N 15°58'40" E, a distance of 162.82 feet to the north line of said 6.220 acre tract, same being the south line of FM 1171, from which a 1/2" capped rebar found (TXDOT) at the easterly corner of that certain called 0.2610 acre tract of land described as Parcel 7 in Agreement to the State of Texas, recorded in Instrument Number 2020-140695 of the Real Property Records of Denton County, Texas bears N 74°01'20" W, 1,188.02 feet;

THENCE S 74°01'20" E, with the north line of said 6.220 acre tract, and the south line of FM 1171, a distance of 20.00 feet to the **POINT OF BEGINNING** and containing approximately 0.847 acres of land.

AREA – J
LEGAL DESCRIPTION
DRAINAGE EASEMENT
0.078 ACRES

BEING all that certain lot, tract, or parcel of land, situated in the P. Caspary Survey, Abstract Number 277, Town of Flower Mound, Denton County, Texas, being a part of that certain called 31.929 acre tract of land, described by deed to Old WR Ranch I Freeman, LP, recorded in Document Number 2025-68297, Deed Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at the intersection of the east line of U. S. Highway 377 as evidenced by that certain called 12.32 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 279, Page 240 of the Deed Records of Denton County, Texas, and the north line of F. M. 1171 as evidenced by that certain called 44,003 square feet tract of land described as Parcel 5 in deed in favor of Denton County, recorded in Document Number 2012-58191 of the Real Property Records of Denton County, Texas, being the northwest corner of said 44,003 square feet tract, being the southwest corner of that certain called 0.9117 acre tract of land described as Parcel 9 in Final Judgement to the State of Texas, recorded in Document No. 2025-76017 of the Real Property records of Denton County, Texas;

THENCE S 74°00'35" E, with the north line of said 44,003 square feet tract, the south line of said Parcel 9, and the north line of F.M.1171, passing at a distance of 136.63 feet a TxDOT Monument found at the southeast corner of said Parcel 9, same being the southwest corner of a certain called 483.906 acre tract, described as Tract 1 by deed to Old WR Ranch I Freeman, LP, recorded in Document Number 2025-68295, Deed Records, Denton County, Texas, continuing with the south line thereof, a total distance of 365.53 feet to a TxDOT Monument found;

THENCE S 65°05'25" E, with the south line of said 483.906 acre tract, the north line of said 44,003 square feet tract, and the north line of F.M.1171, passing at a distance of 62.17 feet, a 1/2" capped rebar found, stamped "KHA" at the westerly southeast corner of said 483.906 acre tract, same being the westernmost corner of a certain tract of land, described as Tract 1 by deed to H-E-B, LP, recorded in Document Number 2025-68301, Deed Records, Denton County, Texas, continuing with the south line thereof, a total distance of 64.26 feet to a TxDOT Monument found;

THENCE S 74°00'35" E, with the south line of said H-E-B- tract 1, the north line of said 44,003 square feet tract, and the north line of F.M.1171, a distance of 889.52 feet to a 1/2" capped rebar found, stamped "KHA" at the southernmost corner of said H-E-B tract 1,

same being the west corner of a certain called 0.018 acre tract of land, described by deed as Tract 2 to Old WR Ranch I, Freeman, LP, recorded in Document Number 2025-68295, Deed Records, Denton County, Texas;

THENCE N 63°45'53" E, with the east line of said H-E-B tract 1, same being the northwest line of said 0.018 acre tract, a distance of 44.43 feet to a 1/2" capped rebar found, stamped "KHA";

THENCE northeasterly, with the east line of said H-E-B tract 1, and the northwest line of said 0.018 acre tract, with a non-tangent curve to the right, having a radius of 697.00 feet, a central angle of 10°19'29", passing the north corner of said 0.018 acre tract, same being the southeast corner of said H-E-B tract 1, same being the south corner of a certain tract of land, described as Tract 2 by deed to H-E-B, LP, recorded in Document Number 2025-68301, Deed Records, Denton County, Texas, same being the west line of said 31.929 acre tract, continuing over, across, and through said 31.929 acre tract, and with the east line of said H-E-B tract 2, a total arc length of 125.60 feet, and whose chord bears N 27°47'52" E, 125.43 feet to a 1/2" capped rebar found, stamped "KHA";

THENCE over, across, and through said 31.929 acre tract, and with the east line of said H-E-B tract 2 the following two (2) calls:

N 43°48'40" E, a distance of 106.04 feet to a 1/2" capped rebar found, stamped "KHA";

Northeasterly, with a non-tangent curve to the right, having a radius of 685.00 feet, having a central angle of 36°07'45", an arc length of 431.94 feet, and whose chord bears N 59°46'09" E, a distance of 424.82 feet to a 1/2" capped rebar found, stamped "KHA", from which a 1/2" capped rebar found, stamped "KHA" at the easternmost corner of said H-E-B tract 2, bears northeasterly, with the arc of a curve to the left, having a radius of 855.00 feet, a central angle of 21°15'44", and an arc length of 317.29 feet, whose chord bears N 67°12'09" E, 315.47 feet;

THENCE departing the east line of said H-E-B tract 2, continuing over, across, and through said 31.929 acre tract, the following five (5) calls:

N 77°50'01" E, a distance of 184.57 feet;

Northeasterly, with the arc of a tangent curve to the left, having a radius of 595.00 feet, a central angle of 36°21'31", and an arc length of 377.57 feet, whose chord bears N 59°39'16" E, 371.27 feet;

Northeasterly, with the arc of a tangent curve to the left, having a radius of 91.50 feet, a central angle of 20°28'57", and an arc length of 32.71 feet, whose chord bears N 31°14'02" E, 32.54 feet;

Northwesterly, with the arc of a non-tangent curve to the right, having a radius of 100.00 feet, a central angle of 25°04'38", and an arc length of 43.77 feet, whose chord bears N 05°27'57" W, 43.42 feet to the **POINT OF BEGINNING** of the herein described tract of land;

N 48°31'30" W, a distance of 157.89 feet to the north line of said 31.929 acre tract, and a south line of said 483.906 acre tract;

THENCE N 89°46'20" E, with the north line of said 31.929 acre tract, and a south line of said 483.906 acre tract, a distance of 39.08 feet;

THENCE over, across, and through said 31.929 acre tract the following three (3) calls:

S 48°31'30" E, a distance of 74.67 feet;

Southeasterly, with the arc of a tangent curve to the right, having a radius of 91.50 feet, having a central angle of 30°23'53", an arc length of 48.54 feet, and whose chord bears S 33°19'33" E, a distance of 47.98 feet;

Southwesterly, with the arc of a tangent curve to the left, having a radius of 100.00 feet, having a central angle of 8°53'06", an arc length of 15.51 feet, and whose chord bears S 11°30'55" W, a distance of 15.49 feet to the **POINT OF BEGINNING** and containing approximately 0.078 acres of land.

AREA – K
LEGAL DESCRIPTION
DRAINAGE EASEMENT
0.361 ACRES

BEING all that certain lot, tract, or parcel of land, situated in the P. Caspary Survey, Abstract Number 277, Town of Flower Mound, Denton County, Texas, being a part of that certain called 31.929 acre tract of land, described by deed to Old WR Ranch I Freeman, LP, recorded in Document Number 2025-68297, Deed Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at the intersection of the east line of U. S. Highway 377 as evidenced by that certain called 12.32 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 279, Page 240 of the Deed Records of Denton County, Texas, and the north line of F. M. 1171 as evidenced by that certain called 44,003 square feet tract of land described as Parcel 5 in deed in favor of Denton County, recorded in Document Number 2012-58191 of the Real Property Records of Denton County, Texas, being the northwest corner of said 44,003 square feet tract, being the southwest corner of that certain called 0.9117 acre tract of land described as Parcel 9 in Final Judgement to the State of Texas, recorded in Document No. 2025-76017 of the Real Property records of Denton County, Texas;

THENCE S 74°00'35" E, with the north line of said 44,003 square feet tract, the south line of said Parcel 9, and the north line of F.M.1171, passing at a distance of 136.63 feet a TxDOT Monument found at the southeast corner of said Parcel 9, same being the southwest corner of a certain called 483.906 acre tract, described as Tract 1 by deed to Old WR Ranch I Freeman, LP, recorded in Document Number 2025-68295, Deed Records, Denton County, Texas, continuing with the south line thereof, a total distance of 365.53 feet to a TxDOT Monument found;

THENCE S 65°05'25" E, with the south line of said 483.906 acre tract, the north line of said 44,003 square feet tract, and the north line of F.M.1171, passing at a distance of 62.17 feet, a 1/2" capped rebar found, stamped "KHA" at the westerly southeast corner of said 483.906 acre tract, same being the westernmost corner of a certain tract of land, described as Tract 1 by deed to H-E-B, LP, recorded in Document Number 2025-68301, Deed Records, Denton County, Texas, continuing with the south line thereof, a total distance of 64.26 feet to a TxDOT Monument found;

THENCE S 74°00'35" E, with the south line of said H-E-B- tract 1, the north line of said 44,003 square feet tract, and the north line of F.M.1171, a distance of 889.52 feet to a 1/2" capped rebar found, stamped "KHA" at the southernmost corner of said H-E-B tract 1,

same being the west corner of a certain called 0.018 acre tract of land, described by deed as Tract 2 to Old WR Ranch I, Freeman, LP, recorded in Document Number 2025-68295, Deed Records, Denton County, Texas;

THENCE N 63°45'53" E, with the east line of said H-E-B tract 1, same being the northwest line of said 0.018 acre tract, a distance of 44.43 feet to a 1/2" capped rebar found, stamped "KHA";

THENCE northeasterly, with the east line of said H-E-B tract 1, and the northwest line of said 0.018 acre tract, with a non-tangent curve to the right, having a radius of 697.00 feet, a central angle of 10°19'29", passing the north corner of said 0.018 acre tract, same being the southeast corner of said H-E-B tract 1, same being the south corner of a certain tract of land, described as Tract 2 by deed to H-E-B, LP, recorded in Document Number 2025-68301, Deed Records, Denton County, Texas, same being the west line of said 31.929 acre tract, continuing over, across, and through said 31.929 acre tract, and with the east line of said H-E-B tract 2, a total arc length of 125.60 feet, and whose chord bears N 27°47'52" E, 125.43 feet to a 1/2" capped rebar found, stamped "KHA";

THENCE over, across, and through said 31.929 acre tract, and with the east line of said H-E-B tract 2 the following two (2) calls:

N 43°48'40" E, a distance of 106.04 feet to a 1/2" capped rebar found, stamped "KHA";

Northeasterly, with a non-tangent curve to the right, having a radius of 685.00 feet, having a central angle of 36°07'45", an arc length of 431.94 feet, and whose chord bears N 59°46'09" E, a distance of 424.82 feet to a 1/2" capped rebar found, stamped "KHA", from which a 1/2" capped rebar found, stamped "KHA" at the easternmost corner of said H-E-B tract 2, bears northeasterly, with the arc of a curve to the left, having a radius of 855.00 feet, a central angle of 21°15'44", and an arc length of 317.29 feet, whose chord bears N 67°12'09" E, 315.47 feet;

THENCE departing the east line of said H-E-B tract 2, continuing over, across, and through said 31.929 acre tract, the following eight (8) calls:

N 77°50'01" E, a distance of 184.57 feet;

Northeasterly, with the arc of a tangent curve to the left, having a radius of 595.00 feet, a central angle of 36°21'31", and an arc length of 377.57 feet, whose chord bears N 59°39'16" E, 371.27 feet;

Northeasterly, with the arc of a tangent curve to the left, having a radius of 91.50 feet, a central angle of 20°28'57", and an arc length of 32.71 feet, whose chord bears N 31°14'02" E, 32.54 feet;

Northwesterly, with the arc of a non-tangent curve to the right, having a radius of 100.00 feet, a central angle of 25°04'38", and an arc length of 43.77 feet, whose chord bears N 05°27'57" W, 43.42 feet;

S 53°24'50" E, a distance of 174.05 feet to the **POINT OF BEGINNING** of the herein described tract of land;

Northeasterly, with the arc of a non-tangent curve to the left, having a radius of 100.00 feet, a central angle of 44°05'44", and an arc length of 76.96 feet, whose chord bears N 44°03'06" E, 75.08 feet;

S 48°31'30" E, a distance of 56.92 feet;

Southeasterly, with the arc of a tangent curve to the left, having a radius of 462.50 feet, a central angle of 15°47'28", and an arc length of 127.47 feet, whose chord bears S 56°25'14" E, 127.07 feet to the east line of said 31.929 acre tract, and being in a south line of said 483.906 acre tract;

THENCE S 00°22'35" E, with the east line of said 31.929 acre tract, same being a south line of said 483.906 acre tract, a distance of 82.17 feet;

THENCE over, across, and through said 31.929 acre tract the following three (3) calls:

Northwesterly, with a non-tangent curve to the left, having a radius of 462.50 feet, a central angle of 00°26'45", and an arc length of 3.60 feet, whose chord bears N 67°33'37" W, 3.60 feet;

Northwesterly, with the arc of a tangent curve to the right, having a radius of 537.50 feet, a central angle of 19°15'30", and an arc length of 180.66 feet, whose chord bears N 58°09'14" W, 179.82 feet;

N 48°31'30" W, a distance of 60.29 feet to the **POINT OF BEGINNING** and containing approximately 0.361 acres of land.

AREA – L
LEGAL DESCRIPTION
DRAINAGE EASEMENT
0.019 ACRES

BEING all that certain lot, tract, or parcel of land, situated in the P. Caspary Survey, Abstract Number 277, Town of Flower Mound, Denton County, Texas, being a part of that certain called 31.929 acre tract of land, described by deed to Old WR Ranch I Freeman, LP, recorded in Document Number 2025-68297, Deed Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at the intersection of the east line of U. S. Highway 377 as evidenced by that certain called 12.32 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 279, Page 240 of the Deed Records of Denton County, Texas, and the north line of F. M. 1171 as evidenced by that certain called 44,003 square feet tract of land described as Parcel 5 in deed in favor of Denton County, recorded in Document Number 2012-58191 of the Real Property Records of Denton County, Texas, being the northwest corner of said 44,003 square feet tract, being the southwest corner of that certain called 0.9117 acre tract of land described as Parcel 9 in Final Judgement to the State of Texas, recorded in Document No. 2025-76017 of the Real Property records of Denton County, Texas;

THENCE S 74°00'35" E, with the north line of said 44,003 square feet tract, the south line of said Parcel 9, and the north line of F.M.1171, passing at a distance of 136.63 feet a TxDOT Monument found at the southeast corner of said Parcel 9, same being the southwest corner of a certain called 483.906 acre tract, described as Tract 1 by deed to Old WR Ranch I Freeman, LP, recorded in Document Number 2025-68295, Deed Records, Denton County, Texas, continuing with the south line thereof, a total distance of 365.53 feet to a TxDOT Monument found;

THENCE S 65°05'25" E, with the south line of said 483.906 acre tract, the north line of said 44,003 square feet tract, and the north line of F.M.1171, passing at a distance of 62.17 feet, a 1/2" capped rebar found, stamped "KHA" at the westerly southeast corner of said 483.906 acre tract, same being the westernmost corner of a certain tract of land, described as Tract 1 by deed to H-E-B, LP, recorded in Document Number 2025-68301, Deed Records, Denton County, Texas, continuing with the south line thereof, a total distance of 64.26 feet to a TxDOT Monument found;

THENCE S 74°00'35" E, with the south line of said H-E-B- tract 1, the north line of said 44,003 square feet tract, and the north line of F.M.1171, a distance of 889.52 feet to a 1/2" capped rebar found, stamped "KHA" at the southernmost corner of said H-E-B tract 1,

same being the west corner of a certain called 0.018 acre tract of land, described by deed as Tract 2 to Old WR Ranch I, Freeman, LP, recorded in Document Number 2025-68295, Deed Records, Denton County, Texas;

THENCE N 63°45'53" E, with the east line of said H-E-B tract 1, same being the northwest line of said 0.018 acre tract, a distance of 44.43 feet to a 1/2" capped rebar found, stamped "KHA";

THENCE northeasterly, with the east line of said H-E-B tract 1, and the northwest line of said 0.018 acre tract, with a non-tangent curve to the right, having a radius of 697.00 feet, a central angle of 10°19'29", passing the north corner of said 0.018 acre tract, same being the southeast corner of said H-E-B tract 1, same being the south corner of a certain tract of land, described as Tract 2 by deed to H-E-B, LP, recorded in Document Number 2025-68301, Deed Records, Denton County, Texas, same being the west line of said 31.929 acre tract, continuing over, across, and through said 31.929 acre tract, and with the east line of said H-E-B tract 2, a total arc length of 125.60 feet, and whose chord bears N 27°47'52" E, 125.43 feet to a 1/2" capped rebar found, stamped "KHA";

THENCE over, across, and through said 31.929 acre tract, and with the east line of said H-E-B tract 2 the following two (2) calls:

N 43°48'40" E, a distance of 106.04 feet to a 1/2" capped rebar found, stamped "KHA";

Northeasterly, with a non-tangent curve to the right, having a radius of 685.00 feet, having a central angle of 36°07'45", an arc length of 431.94 feet, and whose chord bears N 59°46'09" E, a distance of 424.82 feet to a 1/2" capped rebar found, stamped "KHA", from which a 1/2" capped rebar found, stamped "KHA" at the easternmost corner of said H-E-B tract 2, bears northeasterly, with the arc of a curve to the left, having a radius of 855.00 feet, a central angle of 21°15'44", and an arc length of 317.29 feet, whose chord bears N 67°12'09" E, 315.47 feet;

THENCE departing the east line of said H-E-B tract 2, continuing over, across, and through said 31.929 acre tract, the following five (5) calls:

N 77°50'01" E, a distance of 184.57 feet;

Northeasterly, with the arc of a tangent curve to the left, having a radius of 595.00 feet, a central angle of 36°21'31", and an arc length of 377.57 feet, whose chord bears N 59°39'16" E, 371.27 feet;

Northeasterly, with the arc of a tangent curve to the left, having a radius of 91.50 feet, a central angle of 20°28'57", and an arc length of 32.71 feet, whose chord bears N 31°14'02" E, 32.54 feet;

Northwesterly, with the arc of a non-tangent curve to the right, having a radius of 100.00 feet, a central angle of 25°04'38", and an arc length of 43.77 feet, whose chord bears N 05°27'57" W, 43.42 feet;

N 48°31'30" W, a distance of 157.89 feet to the north line of said 31.929 acre tract, and a south line of said 483.906 acre tract;

THENCE N 89°46'20" E, with the north line of said 31.929 acre tract, and a south line of said 483.906 acre tract, a distance of 130.77 feet to the **POINT OF BEGINNING** of the herein described tract of land;

THENCE N 89°46'20" E, with the north line of said 31.929 acre tract, and a south line of said 483.906 acre tract, a distance of 39.08 feet;

THENCE over, across, and through said 31.929 acre tract the following four (4) calls:

S 48°31'30" E, a distance of 31.07 feet;

Southwesterly, with the arc of a non-tangent curve to the left, having a radius of 100.00 feet, a central angle of 1°38'00", and an arc length of 2.85 feet, whose chord bears S 75°03'39" W, 2.85 feet;

Northwesterly, with the arc of a tangent curve to the right, having a radius of 51.50 feet, a central angle of 57°13'51", and an arc length of 51.44 feet, whose chord bears N 77°08'25" W, 49.33 feet;

N 48°31'30" W, a distance of 15.37 feet to the **POINT OF BEGINNING** and containing approximately 0.019 acres of land.

AREA – M
LEGAL DESCRIPTION
DRAINAGE EASEMENT
1.670 ACRES

BEING all that certain lot, tract, or parcel of land, situated in the B.B.B. & C.R.R. CO. Survey, Abstract Number 154, Town of Flower Mound, Denton County, Texas, being a part of that certain called 483.906 acre tract, described as Tract 1 by deed to Old WR Ranch I Freeman, LP, recorded in Document Number 2025-68295, Deed Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at the intersection of the east line of U. S. Highway 377 as evidenced by that certain called 12.32 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 279, Page 240 of the Deed Records of Denton County, Texas, and the north line of F. M. 1171 as evidenced by that certain called 44,003 square feet tract of land described as Parcel 5 in deed in favor of Denton County, recorded in Document Number 2012-58191 of the Real Property Records of Denton County, Texas, being the northwest corner of said 44,003 square feet tract, being the southwest corner of that certain called 0.9117 acre tract of land described as Parcel 9 in Final Judgement to the State of Texas, recorded in Document No. 2025-76017 of the Real Property records of Denton County, Texas;

THENCE S 74°00'35" E, with the north line of said 44,003 square feet tract, the south line of said Parcel 9, and the north line of F.M.1171, passing at a distance of 136.63 feet a TxDOT Monument found at the southeast corner of said Parcel 9, same being the southwest corner of said 483.906 acre tract, continuing with the south line thereof, a total distance of 365.53 feet to a TxDOT Monument found;

THENCE S 65°05'25" E, with the south line of said 483.906 acre tract, the north line of said 44,003 square feet tract, and the north line of F.M.1171, passing at a distance of 62.17 feet, a 1/2" capped rebar found, stamped "KHA" at the westerly southeast corner of said 483.906 acre tract, same being the westernmost corner of a certain tract of land, described as Tract 1 by deed to H-E-B, LP, recorded in Document Number 2025-68301, Deed Records, Denton County, Texas, continuing with the south line thereof, a total distance of 64.26 feet to a TxDOT Monument found;

THENCE S 74°00'35" E, with the south line of said H-E-B- tract 1, the north line of said 44,003 square feet tract, and the north line of F.M.1171, a distance of 889.52 feet to a 1/2" capped rebar found, stamped "KHA" at the southernmost corner of said H-E-B tract 1, same being the west corner of a certain called 0.018 acre tract of land, described by deed

as Tract 2 to Old WR Ranch I, Freeman, LP, recorded in Document Number 2025-68295, Deed Records, Denton County, Texas;

THENCE N 63°45'53" E, with the east line of said H-E-B tract 1, same being the northwest line of said 0.018 acre tract, a distance of 44.43 feet to a 1/2" capped rebar found, stamped "KHA";

THENCE northeasterly, with the east line of said H-E-B tract 1, and the northwest line of said 0.018 acre tract, with a non-tangent curve to the right, having a radius of 697.00 feet, a central angle of 10°19'29", passing the north corner of said 0.018 acre tract, same being the southeast corner of said H-E-B tract 1, same being the south corner of a certain tract of land, described as Tract 2 by deed to H-E-B, LP, recorded in Document Number 2025-68301, Deed Records, Denton County, Texas, same being the west line of that certain called 31.929 acre tract of land, described by deed to Old WR Ranch I Freeman, LP, recorded in Document Number 2025-68297 of the Real Property Records of Denton County, Texas, continuing over, across, and through said 31.929 acre tract, and with the east line of said H-E-B tract 2, a total arc length of 125.60 feet, and whose chord bears N 27°47'52" E, 125.43 feet to a 1/2" capped rebar found, stamped "KHA";

THENCE over, across, and through said 31.929 acre tract, and with the east line of said H-E-B tract 2 the following two (2) calls:

N 43°48'40" E, a distance of 106.04 feet to a 1/2" capped rebar found, stamped "KHA";

Northeasterly, with a non-tangent curve to the right, having a radius of 685.00 feet, having a central angle of 36°07'45", an arc length of 431.94 feet, and whose chord bears N 59°46'09" E, a distance of 424.82 feet to a 1/2" capped rebar found, stamped "KHA", from which a 1/2" capped rebar found, stamped "KHA" at the easternmost corner of said H-E-B tract 2, bears northeasterly, with the arc of a curve to the left, having a radius of 855.00 feet, a central angle of 21°15'44", and an arc length of 317.29 feet, whose chord bears N 67°12'09" E, 315.47 feet;

THENCE departing the east line of said H-E-B tract 2, continuing over, across, and through said 31.929 acre tract, the following six (6) calls:

N 77°50'01" E, a distance of 184.57 feet;

Northeasterly, with a tangent arc to the left, having a radius of 595.00 feet, a central angle of 36°21'31", and an arc length of 377.57 feet, whose chord bears N 59°39'16" E, 371.27 feet;

Northeasterly, with the arc of a tangent curve to the left, having a radius of 91.50 feet, a central angle of 20°28'57", and an arc length of 32.71 feet, whose chord bears N 31°14'02" E, 32.54 feet;

Northwesterly, with the arc of a non-tangent curve to the right, having a radius of 100.00 feet, a central angle of 33°57'44", and an arc length of 59.28 feet, whose chord bears N 01°01'24" W, 58.41 feet;

Northwesterly, with the arc of a non-tangent curve to the left, having a radius of 91.50 feet, a central angle of 30°23'53", and an arc length of 48.54 feet, whose chord bears N 33°19'33" W, 47.98 feet;

N 48°31'30" W, a distance of 74.67 feet to a point in the north line of said 31.929 acre tract, same being a south line of said 483.906 acre tract, being the **POINT OF BEGINNING** of the herein described tract of land;

THENCE S 89°46'20" W, with the north line of said 31.929 acre tract, and a south line of said 483.906 acre tract, a distance of 39.08 feet;

THENCE over, across, and through said 483.906 acre tract the following six (6) calls:

N 48°31'30" W, a distance of 1117.40 feet;

Northwesterly, with a curve to the right, having a radius of 1256.50 feet, having a central angle of 77°42'46", an arc length of 1704.25 feet, and whose chord bears N 09°40'06" W, a distance of 1576.58 feet;

Southeasterly, with the arc of a non-tangent curve to the left, having a radius of 100.00 feet, having a central angle of 02°21'28", an arc length of 4.12 feet, and whose chord bears S 25°50'01" E, a distance of 4.11 feet;

Southwesterly, with the arc of a tangent curve to the right, having a radius of 131.50 feet, having a central angle of 32°31'56", an arc length of 74.66 feet, and whose chord bears S 09°34'44" W, a distance of 73.67 feet;

Southeasterly, with the arc of a tangent curve to the left, having a radius of 1230.50 feet, having a central angle of 74°22'12", an arc length of 1597.19 feet, and whose chord bears S 11°20'24" E, a distance of 1487.40 feet;

S 48°31'30" E, a distance of 1146.58 feet to the **POINT OF BEGINNING** and containing approximately 1.670 acres of land.

AREA – N
LEGAL DESCRIPTION
DRAINAGE EASEMENT
2.588 ACRES

BEING all that certain lot, tract, or parcel of land, situated in the B.B.B. & C.R.R. CO. Survey, Abstract Number 154, Town of Flower Mound, Denton County, Texas, being a part of that certain called 483.906 acre tract, described as Tract 1 by deed to Old WR Ranch I Freeman, LP, recorded in Document Number 2025-68295, Deed Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at the intersection of the east line of U. S. Highway 377 as evidenced by that certain called 12.32 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 279, Page 240 of the Deed Records of Denton County, Texas, and the north line of F. M. 1171 as evidenced by that certain called 44,003 square feet tract of land described as Parcel 5 in deed in favor of Denton County, recorded in Document Number 2012-58191 of the Real Property Records of Denton County, Texas, being the northwest corner of said 44,003 square feet tract, being the southwest corner of that certain called 0.9117 acre tract of land described as Parcel 9 in Final Judgement to the State of Texas, recorded in Document No. 2025-76017 of the Real Property records of Denton County, Texas;

THENCE S 74°00'35" E, with the north line of said 44,003 square feet tract, the south line of said Parcel 9, and the north line of F.M.1171, passing at a distance of 136.63 feet a TxDOT Monument found at the southeast corner of said Parcel 9, same being the southwest corner of said 483.906 acre tract, continuing with the south line thereof, a total distance of 365.53 feet to a TxDOT Monument found;

THENCE S 65°05'25" E, with the south line of said 483.906 acre tract, the north line of said 44,003 square feet tract, and the north line of F.M.1171, passing at a distance of 62.17 feet, a 1/2" capped rebar found, stamped "KHA" at the westerly southeast corner of said 483.906 acre tract, same being the westernmost corner of a certain tract of land, described as Tract 1 by deed to H-E-B, LP, recorded in Document Number 2025-68301, Deed Records, Denton County, Texas, continuing with the south line thereof, a total distance of 64.26 feet to a TxDOT Monument found;

THENCE S 74°00'35" E, with the south line of said H-E-B- tract 1, the north line of said 44,003 square feet tract, and the north line of F.M.1171, a distance of 889.52 feet to a 1/2" capped rebar found, stamped "KHA" at the southernmost corner of said H-E-B tract 1, same being the west corner of a certain called 0.018 acre tract of land, described by deed

as Tract 2 to Old WR Ranch I, Freeman, LP, recorded in Document Number 2025-68295, Deed Records, Denton County, Texas;

THENCE N 63°45'53" E, with the east line of said H-E-B tract 1, same being the northwest line of said 0.018 acre tract, a distance of 44.43 feet to a 1/2" capped rebar found, stamped "KHA";

THENCE northeasterly, with the east line of said H-E-B tract 1, and the northwest line of said 0.018 acre tract, with a non-tangent curve to the right, having a radius of 697.00 feet, a central angle of 10°19'29", passing the north corner of said 0.018 acre tract, same being the southeast corner of said H-E-B tract 1, same being the south corner of a certain tract of land, described as Tract 2 by deed to H-E-B, LP, recorded in Document Number 2025-68301, Deed Records, Denton County, Texas, same being the west line of that certain called 31.929 acre tract of land, described by deed to Old WR Ranch I Freeman, LP, recorded in Document Number 2025-68297 of the Real Property Records of Denton County, Texas, continuing over, across, and through said 31.929 acre tract, and with the east line of said H-E-B tract 2, a total arc length of 125.60 feet, and whose chord bears N 27°47'52" E, 125.43 feet to a 1/2" capped rebar found, stamped "KHA";

THENCE over, across, and through said 31.929 acre tract, and with the east line of said H-E-B tract 2 the following two (2) calls:

N 43°48'40" E, a distance of 106.04 feet to a 1/2" capped rebar found, stamped "KHA";

Northeasterly, with a non-tangent curve to the right, having a radius of 685.00 feet, having a central angle of 36°07'45", an arc length of 431.94 feet, and whose chord bears N 59°46'09" E, a distance of 424.82 feet to a 1/2" capped rebar found, stamped "KHA", from which a 1/2" capped rebar found, stamped "KHA" at the easternmost corner of said H-E-B tract 2, bears northeasterly, with the arc of a curve to the left, having a radius of 855.00 feet, a central angle of 21°15'44", and an arc length of 317.29 feet, whose chord bears N 67°12'09" E, 315.47 feet;

THENCE departing the east line of said H-E-B tract 2, continuing over, across, and through said 31.929 acre tract, the following six (6) calls:

N 77°50'01" E, a distance of 184.57 feet;

Northeasterly, with a tangent arc to the left, having a radius of 595.00 feet, a central angle of 36°21'31", and an arc length of 377.57 feet, whose chord bears N 59°39'16" E, 371.27 feet;

Northeasterly, with the arc of a tangent curve to the left, having a radius of 91.50 feet, a central angle of 20°28'57", and an arc length of 32.71 feet, whose chord bears N 31°14'02" E, 32.54 feet;

Northwesterly, with the arc of a non-tangent curve to the right, having a radius of 100.00 feet, a central angle of 33°57'44", and an arc length of 59.28 feet, whose chord bears N 01°01'24" W, 58.41 feet;

Northwesterly, with the arc of a non-tangent curve to the left, having a radius of 91.50 feet, a central angle of 30°23'53", and an arc length of 48.54 feet, whose chord bears N 33°19'33" W, 47.98 feet to;

N 48°31'30" W, passing the north line of said 31.929 acre tract, same being a south line of said 483.906 acre tract, continuing a total distance of 1221.25 feet;

THENCE over, across, and through said 483.906 acre tract the following seven (7) calls:

Northeasterly, with the arc of a tangent curve to the right, having a radius of 1230.50 feet, having a central angle of 74°22'12", an arc length of 1597.19 feet, and whose chord bears N 11°20'24" E, a distance of 1487.40 feet;

Northeasterly, with the arc of a tangent curve to the left, having a radius of 131.50 feet, a central angle of 32°31'56", and an arc length of 74.66 feet, whose chord bears N 09°34'44" E, 73.67 feet;

Northwesterly, with the arc of a tangent curve to the right, having a radius of 100.00 feet, having a central angle of 14°18'18", an arc length of 24.97 feet, and whose chord bears N 19°51'36" W, 24.90 feet;

Northwesterly, with the arc of a tangent curve to the left, having a radius of 131.50 feet, having a central angle of 45°17'11", an arc length of 103.94 feet, and whose chord bears N 35°21'02" W, 101.25 feet;

Northwesterly, with a compound curve to the left, having a radius of 955.00 feet, having a central angle of 34°28'32", an arc length of 574.64 feet, and whose chord bears N 75°13'54" W, 566.01 feet;

S 87°31'50" W, a distance of 503.43 feet;

S 42°31'50" W, a distance of 42.43 feet to the west line of said 483.906 acre tract, same being the east line of that certain called 2.94999 acre tract of land described as Parcel 10 in Final Judgement to the State of Texas, recorded in Document No. 2025-76017 of the Real Property records of Denton County, Texas, and being in the east line of US Highway 377;

THENCE N 02°28'10" W, with the west line of said 483.906 acre tract, same being the east line of said 2.94999 acre tract, and the east line of US Highway 377, a distance of 150.00 feet to the **POINT OF BEGINNING** of the herein described tract of land;

THENCE N 02°28'10" W, with the west line of said 483.906 acre tract, same being the east line of said 2.94999 acre tract, and the east line of US Highway 377, a distance of 42.43 feet to a point from which a TxDOT Monument found bears N 02°28'10" W, 140.93 feet;

THENCE over, across, and through said 483.906 acre tract the following thirteen (13) calls:

S 47°28'10" E, a distance of 60.00 feet;

N 87°31'50" E, a distance of 491.01 feet;

Southeasterly, with a curve to the right, having a radius of 1075.00 feet, having a central angle of 35°57'42", an arc length of 674.72 feet, and whose chord bears S 74°29'19" E, a distance of 663.70 feet;

Northeasterly, with a reverse curve to the left, having a radius of 60.50 feet, having a central angle of 89°21'12", an arc length of 94.35 feet, and whose chord bears N 78°48'56" E, a distance of 85.08 feet;

N 34°08'20" E, a distance of 216.11 feet;

Northeasterly, with a curve to the right, having a radius of 22.00 feet, having a central angle of 125°53'49", an arc length of 48.34 feet, and whose chord bears N 34°08'20" E, a distance of 39.19 feet;

N 34°08'20" E, a distance of 893.07 feet;

S 55°51'40" E, a distance of 12.00 feet;

N 34°08'20" E, a distance of 108.38 feet;

Northwesterly, with a curve to the left, having a radius of 732.00 feet, having a central angle of 75°51'40", an arc length of 969.19 feet, and whose chord bears N 03°47'30" W, a distance of 899.93 feet;

S 48°16'40" W, a distance of 2.39 feet;

Northwesterly, with a curve to the right, having a radius of 24.00 feet, having a central angle of 162°49'09", an arc length of 68.20 feet, and whose chord bears N 50°18'43" W, a distance of 47.46 feet;

N 44°49'25" W, a distance of 648.78 feet to the easterly north line of said 483.906 acre tract;

THENCE S 89°18'15" E, with the easterly north line of said 483.906 acre tract, a distance of 37.11 feet;

THENCE over, across, and through said 483.906 acre tract the following seven (7) calls:

S 44°49'25" E, a distance of 630.07 feet;

Southeasterly, with a curve to the right, having a radius of 750.00 feet, having a central angle of 78°57'44", an arc length of 1033.61 feet, and whose chord bears S 05°20'32" E, a distance of 953.74 feet;

S 34°08'20" W, a distance of 1256.75 feet;

Southwesterly, with a curve to the right, having a radius of 90.50 feet, having a central angle of 89°21'12", an arc length of 141.14 feet, and whose chord bears S 78°48'56" W, a distance of 127.26 feet;

Northwesterly, with a reverse curve to the left, having a radius of 1045.00 feet, having a central angle of 35°57'42", an arc length of 655.89 feet, and whose chord bears N 74°29'19" W, a distance of 645.18 feet;

S 87°31'50" W, a distance of 503.43 feet;

N 47°28'10" W, a distance of 42.43 feet to the **POINT OF BEGINNING** and containing approximately 2.588 acres of land.

AREA – O
LEGAL DESCRIPTION
DRAINAGE EASEMENT
1.290 ACRES

BEING all that certain lot, tract, or parcel of land, situated in the B.B.B. & C.R.R. CO. Survey, Abstract Number 154, Town of Flower Mound, Denton County, Texas, being a part of that certain called 483.906 acre tract, described as Tract 1 by deed to Old WR Ranch I Freeman, LP, recorded in Document Number 2025-68295, Deed Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at the intersection of the east line of U. S. Highway 377 as evidenced by that certain called 12.32 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 279, Page 240 of the Deed Records of Denton County, Texas, and the north line of F. M. 1171 as evidenced by that certain called 44,003 square feet tract of land described as Parcel 5 in deed in favor of Denton County, recorded in Document Number 2012-58191 of the Real Property Records of Denton County, Texas, being the northwest corner of said 44,003 square feet tract, being the southwest corner of that certain called 0.9117 acre tract of land described as Parcel 9 in Final Judgement to the State of Texas, recorded in Document No. 2025-76017 of the Real Property records of Denton County, Texas;

THENCE S 74°00'35" E, with the north line of said 44,003 square feet tract, the south line of said Parcel 9, and the north line of F.M.1171, passing at a distance of 136.63 feet a TxDOT Monument found at the southeast corner of said Parcel 9, same being the southwest corner of said 483.906 acre tract, continuing with the south line thereof, a total distance of 365.53 feet to a TxDOT Monument found;

THENCE S 65°05'25" E, with the south line of said 483.906 acre tract, the north line of said 44,003 square feet tract, and the north line of F.M.1171, passing at a distance of 62.17 feet, a 1/2" capped rebar found, stamped "KHA" at the westerly southeast corner of said 483.906 acre tract, same being the westernmost corner of a certain tract of land, described as Tract 1 by deed to H-E-B, LP, recorded in Document Number 2025-68301, Deed Records, Denton County, Texas, continuing with the south line thereof, a total distance of 64.26 feet to a TxDOT Monument found;

THENCE S 74°00'35" E, with the south line of said H-E-B- tract 1, the north line of said 44,003 square feet tract, and the north line of F.M.1171, a distance of 889.52 feet to a 1/2" capped rebar found, stamped "KHA" at the southernmost corner of said H-E-B tract 1, same being the west corner of a certain called 0.018 acre tract of land, described by deed

as Tract 2 to Old WR Ranch I, Freeman, LP, recorded in Document Number 2025-68295, Deed Records, Denton County, Texas;

THENCE N 63°45'53" E, with the east line of said H-E-B tract 1, same being the northwest line of said 0.018 acre tract, a distance of 44.43 feet to a 1/2" capped rebar found, stamped "KHA";

THENCE northeasterly, with the east line of said H-E-B tract 1, and the northwest line of said 0.018 acre tract, with a non-tangent curve to the right, having a radius of 697.00 feet, a central angle of 10°19'29", passing the north corner of said 0.018 acre tract, same being the southeast corner of said H-E-B tract 1, same being the south corner of a certain tract of land, described as Tract 2 by deed to H-E-B, LP, recorded in Document Number 2025-68301, Deed Records, Denton County, Texas, same being the west line of that certain called 31.929 acre tract of land, described by deed to Old WR Ranch I Freeman, LP, recorded in Document Number 2025-68297 of the Real Property Records of Denton County, Texas, continuing over, across, and through said 31.929 acre tract, and with the east line of said H-E-B tract 2, a total arc length of 125.60 feet, and whose chord bears N 27°47'52" E, 125.43 feet to a 1/2" capped rebar found, stamped "KHA";

THENCE over, across, and through said 31.929 acre tract, and with the east line of said H-E-B tract 2 the following two (2) calls:

N 43°48'40" E, a distance of 106.04 feet to a 1/2" capped rebar found, stamped "KHA";

Northeasterly, with a non-tangent curve to the right, having a radius of 685.00 feet, having a central angle of 36°07'45", an arc length of 431.94 feet, and whose chord bears N 59°46'09" E, a distance of 424.82 feet to a 1/2" capped rebar found, stamped "KHA", from which a 1/2" capped rebar found, stamped "KHA" at the easternmost corner of said H-E-B tract 2, bears northeasterly, with the arc of a curve to the left, having a radius of 855.00 feet, a central angle of 21°15'44", and an arc length of 317.29 feet, whose chord bears N 67°12'09" E, 315.47 feet;

THENCE departing the east line of said H-E-B tract 2, continuing over, across, and through said 31.929 acre tract, the following six (6) calls:

N 77°50'01" E, a distance of 184.57 feet;

Northeasterly, with a tangent arc to the left, having a radius of 595.00 feet, a central angle of 36°21'31", and an arc length of 377.57 feet, whose chord bears N 59°39'16" E, 371.27 feet;

Northeasterly, with the arc of a tangent curve to the left, having a radius of 91.50 feet, a central angle of 20°28'57", and an arc length of 32.71 feet, whose chord bears N 31°14'02" E, 32.54 feet;

Northwesterly, with the arc of a non-tangent curve to the right, having a radius of 100.00 feet, a central angle of 33°57'44", and an arc length of 59.28 feet, whose chord bears N 01°01'24" W, 58.41 feet;

Northwesterly, with the arc of a non-tangent curve to the left, having a radius of 91.50 feet, a central angle of 30°23'53", and an arc length of 48.54 feet, whose chord bears N 33°19'33" W, 47.98 feet;

N 48°31'30" W, a distance of 74.67 feet to a point in the north line of said 31.929 acre tract, same being a south line of said 483.906 acre tract;

THENCE N 89°46'20" E, with the north line of said 31.929 acre tract, and a south line of said 483.906 acre tract, a distance of 91.69 feet to the **POINT OF BEGINNING** of the herein described tract of land;

THENCE over, across, and through said 483.906 acre tract the following five (5) calls:

N 48°31'30" W, a distance of 1215.04 feet;

Northwesterly, with the arc of a tangent curve to the right, having a radius of 1169.50 feet, having a central angle of 46°11'16", an arc length of 942.77 feet, and whose chord bears N 25°25'51" W, a distance of 917.45 feet;

N 87°39'47" E, a distance of 26.00 feet;

Southeasterly, with the arc of a non-tangent curve to the left, having a radius of 1143.50 feet, having a central angle of 46°11'16", an arc length of 921.81 feet, and whose chord bears S 25°25'51" E, a distance of 897.05 feet;

S 48°31'30" E, a distance of 1244.22 feet to a south line of said 483.906 acre tract, and the north line of said 31.929 acre tract;

THENCE S 89°46'20" W, with a south line of said 483.906 acre tract, and the north line of said 31.929 acre tract, a distance of 39.08 feet to the **POINT OF BEGINNING** and containing approximately 1.290 acres of land.

AREA – P
LEGAL DESCRIPTION
DRAINAGE EASEMENT
2.755 ACRES

BEING all that certain lot, tract, or parcel of land, situated in the B.B.B. & C.R.R. CO. Survey, Abstract Number 154, Town of Flower Mound, Denton County, Texas, being a part of that certain called 483.906 acre tract, described as Tract 1 by deed to Old WR Ranch I Freeman, LP, recorded in Document Number 2025-68295, Deed Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at the intersection of the east line of U. S. Highway 377 as evidenced by that certain called 12.32 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 279, Page 240 of the Deed Records of Denton County, Texas, and the north line of F. M. 1171 as evidenced by that certain called 44,003 square feet tract of land described as Parcel 5 in deed in favor of Denton County, recorded in Document Number 2012-58191 of the Real Property Records of Denton County, Texas, being the northwest corner of said 44,003 square feet tract, being the southwest corner of that certain called 0.9117 acre tract of land described as Parcel 9 in Final Judgement to the State of Texas, recorded in Document No. 2025-76017 of the Real Property records of Denton County, Texas;

THENCE S 74°00'35" E, with the north line of said 44,003 square feet tract, the south line of said Parcel 9, and the north line of F.M.1171, passing at a distance of 136.63 feet a TxDOT Monument found at the southeast corner of said Parcel 9, same being the southwest corner of said 483.906 acre tract, continuing with the south line thereof, a total distance of 365.53 feet to a TxDOT Monument found;

THENCE S 65°05'25" E, with the south line of said 483.906 acre tract, the north line of said 44,003 square feet tract, and the north line of F.M.1171, passing at a distance of 62.17 feet, a 1/2" capped rebar found, stamped "KHA" at the westerly southeast corner of said 483.906 acre tract, same being the westernmost corner of a certain tract of land, described as Tract 1 by deed to H-E-B, LP, recorded in Document Number 2025-68301, Deed Records, Denton County, Texas, continuing with the south line thereof, a total distance of 64.26 feet to a TxDOT Monument found;

THENCE S 74°00'35" E, with the south line of said H-E-B- tract 1, the north line of said 44,003 square feet tract, and the north line of F.M.1171, a distance of 889.52 feet to a 1/2" capped rebar found, stamped "KHA" at the southernmost corner of said H-E-B tract 1, same being the west corner of a certain called 0.018 acre tract of land, described by deed

as Tract 2 to Old WR Ranch I, Freeman, LP, recorded in Document Number 2025-68295, Deed Records, Denton County, Texas;

THENCE N 63°45'53" E, with the east line of said H-E-B tract 1, same being the northwest line of said 0.018 acre tract, a distance of 44.43 feet to a 1/2" capped rebar found, stamped "KHA";

THENCE northeasterly, with the east line of said H-E-B tract 1, and the northwest line of said 0.018 acre tract, with a non-tangent curve to the right, having a radius of 697.00 feet, a central angle of 10°19'29", passing the north corner of said 0.018 acre tract, same being the southeast corner of said H-E-B tract 1, same being the south corner of a certain tract of land, described as Tract 2 by deed to H-E-B, LP, recorded in Document Number 2025-68301, Deed Records, Denton County, Texas, same being the west line of that certain called 31.929 acre tract of land, described by deed to Old WR Ranch I Freeman, LP, recorded in Document Number 2025-68297 of the Real Property Records of Denton County, Texas, continuing over, across, and through said 31.929 acre tract, and with the east line of said H-E-B tract 2, a total arc length of 125.60 feet, and whose chord bears N 27°47'52" E, 125.43 feet to a 1/2" capped rebar found, stamped "KHA";

THENCE over, across, and through said 31.929 acre tract, and with the east line of said H-E-B tract 2 the following two (2) calls:

N 43°48'40" E, a distance of 106.04 feet to a 1/2" capped rebar found, stamped "KHA";

Northeasterly, with a non-tangent curve to the right, having a radius of 685.00 feet, having a central angle of 36°07'45", an arc length of 431.94 feet, and whose chord bears N 59°46'09" E, a distance of 424.82 feet to a 1/2" capped rebar found, stamped "KHA", from which a 1/2" capped rebar found, stamped "KHA" at the easternmost corner of said H-E-B tract 2, bears northeasterly, with the arc of a curve to the left, having a radius of 855.00 feet, a central angle of 21°15'44", and an arc length of 317.29 feet, whose chord bears N 67°12'09" E, 315.47 feet;

THENCE departing the east line of said H-E-B tract 2, continuing over, across, and through said 31.929 acre tract, the following six (6) calls:

N 77°50'01" E, a distance of 184.57 feet;

Northeasterly, with a tangent arc to the left, having a radius of 595.00 feet, a central angle of 36°21'31", and an arc length of 377.57 feet, whose chord bears N 59°39'16" E, 371.27 feet;

Northeasterly, with the arc of a tangent curve to the left, having a radius of 91.50 feet, a central angle of 20°28'57", and an arc length of 32.71 feet, whose chord bears N 31°14'02" E, 32.54 feet;

Northwesterly, with the arc of a non-tangent curve to the right, having a radius of 100.00 feet, a central angle of 33°57'44", and an arc length of 59.28 feet, whose chord bears N 01°01'24" W, 58.41 feet;

Northwesterly, with the arc of a non-tangent curve to the left, having a radius of 91.50 feet, a central angle of 30°23'53", and an arc length of 48.54 feet, whose chord bears N 33°19'33" W, 47.98 feet;

N 48°31'30" W, a distance of 74.67 feet to a point in the north line of said 31.929 acre tract, same being a south line of said 483.906 acre tract;

THENCE N 89°46'20" E, with the north line of said 31.929 acre tract, and a south line of said 483.906 acre tract, a distance of 91.69 feet;

THENCE over, across, and through said 483.906 acre tract the following eighteen (18) calls:

N 48°31'30" W, a distance of 1215.04 feet;

Northwesterly, with the arc of a tangent curve to the right, having a radius of 1169.50 feet, having a central angle of 75°16'22", an arc length of 1536.44 feet, and whose chord bears N 10°53'18" W, a distance of 1428.31 feet;

Northeasterly, with a compound curve to the right, having a radius of 51.50 feet, having a central angle of 60°20'14", an arc length of 54.23 feet, and whose chord bears N 56°55'00" E, 51.76 feet;

Northeasterly, with the arc of a tangent curve to the left, having a radius of 100.00 feet, having a central angle of 28°09'09", an arc length of 49.14 feet, and whose chord bears N 73°00'32" E, 48.64 feet to the **POINT OF BEGINNING** of the herein described tract of land;

Northeasterly, continuing with said 100.00 foot curve to the left, having a central angle of 34°54'55", an arc length of 60.94 feet, and whose chord bears N 41°28'30" E, 60.00 feet;

S 48°31'30" E, a distance of 110.16 feet;

Southeasterly, with a curve to the left, having a radius of 270.00 feet, having a central angle of 41°33'23", an arc length of 195.83 feet, and whose chord bears S 69°18'11" E, a distance of 191.57 feet;

N 89°55'08" E, a distance of 568.55 feet;

Northwesterly, with a curve to the right, having a radius of 520.00 feet, having a central angle of 08°53'16", an arc length of 80.66 feet, and whose chord bears N 60°18'20" W, a distance of 80.58 feet;

N 55°51'42" W, a distance of 733.82 feet;

N 34°08'20" E, a distance of 40.00 feet;

S 55°51'42" E, a distance of 733.81 feet;

Southeasterly, with a curve to the left, having a radius of 480.00 feet, having a central angle of 34°13'10", an arc length of 286.68 feet, and whose chord bears S 72°58'17" E, a distance of 282.43 feet;

N 89°55'08" E, a distance of 384.96 feet;

S 00°04'52" E, a distance of 50.00 feet;

S 89°55'08" W, a distance of 1176.00 feet;

Northwesterly, with a curve to the right, having a radius of 330.00 feet, having a central angle of 41°33'23", an arc length of 239.35 feet, and whose chord bears N 69°18'11" W, a distance of 234.14 feet;

N 48°31'30" W, a distance of 110.16 feet to the **POINT OF BEGINNING** and containing approximately 2.755 acres of land.

AREA – Q
LEGAL DESCRIPTION
DRAINAGE EASEMENT
0.346 ACRES

BEING all that certain lot, tract, or parcel of land, situated in the B.B.B. & C.R.R. CO. Survey, Abstract Number 154, Town of Flower Mound, Denton County, Texas, being a part of that certain called 483.906 acre tract, described as Tract 1 by deed to Old WR Ranch I Freeman, LP, recorded in Document Number 2025-68295, Deed Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at the intersection of the east line of U. S. Highway 377 as evidenced by that certain called 12.32 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 279, Page 240 of the Deed Records of Denton County, Texas, and the north line of F. M. 1171 as evidenced by that certain called 44,003 square feet tract of land described as Parcel 5 in deed in favor of Denton County, recorded in Document Number 2012-58191 of the Real Property Records of Denton County, Texas, being the northwest corner of said 44,003 square feet tract, being the southwest corner of that certain called 0.9117 acre tract of land described as Parcel 9 in Final Judgement to the State of Texas, recorded in Document No. 2025-76017 of the Real Property records of Denton County, Texas;

THENCE S 74°00'35" E, with the north line of said 44,003 square feet tract, the south line of said Parcel 9, and the north line of F.M.1171, passing at a distance of 136.63 feet a TxDOT Monument found at the southeast corner of said Parcel 9, same being the southwest corner of said 483.906 acre tract, continuing with the south line thereof, a total distance of 365.53 feet to a TxDOT Monument found;

THENCE S 65°05'25" E, with the south line of said 483.906 acre tract, the north line of said 44,003 square feet tract, and the north line of F.M.1171, passing at a distance of 62.17 feet, a 1/2" capped rebar found, stamped "KHA" at the westerly southeast corner of said 483.906 acre tract, same being the westernmost corner of a certain tract of land, described as Tract 1 by deed to H-E-B, LP, recorded in Document Number 2025-68301, Deed Records, Denton County, Texas, continuing with the south line thereof, a total distance of 64.26 feet to a TxDOT Monument found;

THENCE S 74°00'35" E, with the south line of said H-E-B- tract 1, the north line of said 44,003 square feet tract, and the north line of F.M.1171, a distance of 889.52 feet to a 1/2" capped rebar found, stamped "KHA" at the southernmost corner of said H-E-B tract 1, same being the west corner of a certain called 0.018 acre tract of land, described by deed

as Tract 2 to Old WR Ranch I, Freeman, LP, recorded in Document Number 2025-68295, Deed Records, Denton County, Texas;

THENCE N 63°45'53" E, with the east line of said H-E-B tract 1, same being the northwest line of said 0.018 acre tract, a distance of 44.43 feet to a 1/2" capped rebar found, stamped "KHA";

THENCE northeasterly, with the east line of said H-E-B tract 1, and the northwest line of said 0.018 acre tract, with a non-tangent curve to the right, having a radius of 697.00 feet, a central angle of 10°19'29", passing the north corner of said 0.018 acre tract, same being the southeast corner of said H-E-B tract 1, same being the south corner of a certain tract of land, described as Tract 2 by deed to H-E-B, LP, recorded in Document Number 2025-68301, Deed Records, Denton County, Texas, same being the west line of that certain called 31.929 acre tract of land, described by deed to Old WR Ranch I Freeman, LP, recorded in Document Number 2025-68297 of the Real Property Records of Denton County, Texas, continuing over, across, and through said 31.929 acre tract, and with the east line of said H-E-B tract 2, a total arc length of 125.60 feet, and whose chord bears N 27°47'52" E, 125.43 feet to a 1/2" capped rebar found, stamped "KHA";

THENCE over, across, and through said 31.929 acre tract, and with the east line of said H-E-B tract 2 the following two (2) calls:

N 43°48'40" E, a distance of 106.04 feet to a 1/2" capped rebar found, stamped "KHA";

Northeasterly, with a non-tangent curve to the right, having a radius of 685.00 feet, having a central angle of 36°07'45", an arc length of 431.94 feet, and whose chord bears N 59°46'09" E, a distance of 424.82 feet to a 1/2" capped rebar found, stamped "KHA", from which a 1/2" capped rebar found, stamped "KHA" at the easternmost corner of said H-E-B tract 2, bears northeasterly, with the arc of a curve to the left, having a radius of 855.00 feet, a central angle of 21°15'44", and an arc length of 317.29 feet, whose chord bears N 67°12'09" E, 315.47 feet;

THENCE departing the east line of said H-E-B tract 2, continuing over, across, and through said 31.929 acre tract, the following six (6) calls:

N 77°50'01" E, a distance of 184.57 feet;

Northeasterly, with a tangent arc to the left, having a radius of 595.00 feet, a central angle of 36°21'31", and an arc length of 377.57 feet, whose chord bears N 59°39'16" E, 371.27 feet;

Northeasterly, with the arc of a tangent curve to the left, having a radius of 91.50 feet, a central angle of 20°28'57", and an arc length of 32.71 feet, whose chord bears N 31°14'02" E, 32.54 feet;

Northwesterly, with the arc of a non-tangent curve to the right, having a radius of 100.00 feet, a central angle of 33°57'44", and an arc length of 59.28 feet, whose chord bears N 01°01'24" W, 58.41 feet;

Northwesterly, with the arc of a non-tangent curve to the left, having a radius of 91.50 feet, a central angle of 30°23'53", and an arc length of 48.54 feet, whose chord bears N 33°19'33" W, 47.98 feet;

N 48°31'30" W, a distance of 74.67 feet to a point in the north line of said 31.929 acre tract, same being a south line of said 483.906 acre tract;

THENCE N 89°46'20" E, with the north line of said 31.929 acre tract, and a south line of said 483.906 acre tract, a distance of 91.69 feet;

THENCE over, across, and through said 483.906 acre tract the following eighteen (18) calls:

N 48°31'30" W, a distance of 1215.04 feet;

Northwesterly, with the arc of a tangent curve to the right, having a radius of 1169.50 feet, having a central angle of 75°16'22", an arc length of 1536.44 feet, and whose chord bears N 10°53'18" W, a distance of 1428.31 feet;

Northeasterly, with a compound curve to the right, having a radius of 51.50 feet, having a central angle of 60°20'14", an arc length of 54.23 feet, and whose chord bears N 56°55'00" E, 51.76 feet;

Northeasterly, with the arc of a tangent curve to the left, having a radius of 100.00 feet, having a central angle of 100°53'07", an arc length of 176.08 feet, and whose chord bears N 36°38'33" E, 154.20 feet;

Northeasterly, with the arc of a tangent curve to the right, having a radius of 51.50 feet, having a central angle of 47°56'20", an arc length of 43.09 feet, and whose chord bears N 10°10'10" E, 41.84 feet;

N 34°08'20" E, a distance of 1287.88 feet;

Northwesterly, with the arc of a tangent curve to the left, having a radius of 850.00 feet, having a central angle of 75°46'53", an arc length of 1124.24 feet, and whose chord bears N 03°45'07" W, 1044.07 feet to the **POINT OF BEGINNING** of the herein described tract of land;

Northwesterly, with said 850.00 foot curve to the left, having a central angle of $03^{\circ}10'51''$, an arc length of 47.19 feet, and whose chord bears $N 43^{\circ}13'59'' W$, a distance of 47.18 feet;

$N 44^{\circ}49'25'' W$, a distance of 12.82 feet;

$N 46^{\circ}23'40'' E$, a distance of 251.51 feet;

$S 43^{\circ}36'20'' E$, a distance of 60.00 feet;

$S 46^{\circ}23'40'' W$, a distance of 251.54 feet to the **POINT OF BEGINNING** and containing approximately 0.346 acres of land.

AREA – R
LEGAL DESCRIPTION
DRAINAGE EASEMENT
1.880 ACRES

BEING all that certain lot, tract, or parcel of land, situated in the B.B.B. & C.R.R. CO. Survey, Abstract Number 154, Town of Flower Mound, Denton County, Texas, being a part of that certain called 483.906 acre tract, described as Tract 1 by deed to Old WR Ranch I Freeman, LP, recorded in Document Number 2025-68295, Deed Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at the intersection of the east line of U. S. Highway 377 as evidenced by that certain called 12.32 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 279, Page 240 of the Deed Records of Denton County, Texas, and the north line of F. M. 1171 as evidenced by that certain called 44,003 square feet tract of land described as Parcel 5 in deed in favor of Denton County, recorded in Document Number 2012-58191 of the Real Property Records of Denton County, Texas, being the northwest corner of said 44,003 square feet tract, being the southwest corner of that certain called 0.9117 acre tract of land described as Parcel 9 in Final Judgement to the State of Texas, recorded in Document No. 2025-76017 of the Real Property records of Denton County, Texas;

THENCE S 74°00'35" E, with the north line of said 44,003 square feet tract, the south line of said Parcel 9, and the north line of F.M.1171, passing at a distance of 136.63 feet a TxDOT Monument found at the southeast corner of said Parcel 9, same being the southwest corner of said 483.906 acre tract, continuing with the south line thereof, a total distance of 365.53 feet to a TxDOT Monument found;

THENCE S 65°05'25" E, with the south line of said 483.906 acre tract, the north line of said 44,003 square feet tract, and the north line of F.M.1171, passing at a distance of 62.17 feet, a 1/2" capped rebar found, stamped "KHA" at the westerly southeast corner of said 483.906 acre tract, same being the westernmost corner of a certain tract of land, described as Tract 1 by deed to H-E-B, LP, recorded in Document Number 2025-68301, Deed Records, Denton County, Texas, continuing with the south line thereof, a total distance of 64.26 feet to a TxDOT Monument found;

THENCE S 74°00'35" E, with the south line of said H-E-B- tract 1, the north line of said 44,003 square feet tract, and the north line of F.M.1171, a distance of 889.52 feet to a 1/2" capped rebar found, stamped "KHA" at the southernmost corner of said H-E-B tract 1, same being the west corner of a certain called 0.018 acre tract of land, described by deed

as Tract 2 to Old WR Ranch I, Freeman, LP, recorded in Document Number 2025-68295, Deed Records, Denton County, Texas;

THENCE N 63°45'53" E, with the east line of said H-E-B tract 1, same being the northwest line of said 0.018 acre tract, a distance of 44.43 feet to a 1/2" capped rebar found, stamped "KHA";

THENCE northeasterly, with the east line of said H-E-B tract 1, and the northwest line of said 0.018 acre tract, with a non-tangent curve to the right, having a radius of 697.00 feet, a central angle of 10°19'29", passing the north corner of said 0.018 acre tract, same being the southeast corner of said H-E-B tract 1, same being the south corner of a certain tract of land, described as Tract 2 by deed to H-E-B, LP, recorded in Document Number 2025-68301, Deed Records, Denton County, Texas, same being the west line of that certain called 31.929 acre tract of land, described by deed to Old WR Ranch I Freeman, LP, recorded in Document Number 2025-68297 of the Real Property Records of Denton County, Texas, continuing over, across, and through said 31.929 acre tract, and with the east line of said H-E-B tract 2, a total arc length of 125.60 feet, and whose chord bears N 27°47'52" E, 125.43 feet to a 1/2" capped rebar found, stamped "KHA";

THENCE over, across, and through said 31.929 acre tract, and with the east line of said H-E-B tract 2 the following two (2) calls:

N 43°48'40" E, a distance of 106.04 feet to a 1/2" capped rebar found, stamped "KHA";

Northeasterly, with a non-tangent curve to the right, having a radius of 685.00 feet, having a central angle of 36°07'45", an arc length of 431.94 feet, and whose chord bears N 59°46'09" E, a distance of 424.82 feet to a 1/2" capped rebar found, stamped "KHA", from which a 1/2" capped rebar found, stamped "KHA" at the easternmost corner of said H-E-B tract 2, bears northeasterly, with the arc of a curve to the left, having a radius of 855.00 feet, a central angle of 21°15'44", and an arc length of 317.29 feet, whose chord bears N 67°12'09" E, 315.47 feet;

THENCE departing the east line of said H-E-B tract 2, continuing over, across, and through said 31.929 acre tract, the following eight (8) calls:

N 77°50'01" E, a distance of 184.57 feet;

Northeasterly, with a tangent arc to the left, having a radius of 595.00 feet, a central angle of 36°21'31", and an arc length of 377.57 feet, whose chord bears N 59°39'16" E, 371.27 feet;

Northeasterly, with the arc of a tangent curve to the left, having a radius of 91.50 feet, a central angle of 20°28'57", and an arc length of 32.71 feet, whose chord bears N 31°14'02" E, 32.54 feet;

Northwesterly, with the arc of a non-tangent curve to the right, having a radius of 100.00 feet, a central angle of 33°57'44", and an arc length of 59.28 feet, whose chord bears N 01°01'24" W, 58.41 feet;

S 48°58'17" E, a distance of 181.16 feet;

S 48°31'30" E, a distance of 60.29 feet;

Southeasterly, with the arc of a tangent curve to the left, having a radius of 537.50 feet, having a central angle of 19°15'30", an arc length of 180.66 feet, and whose chord bears S 58°09'14" E, a distance of 179.82 feet;

Southeasterly, with the arc of a tangent curve to the right, having a radius of 462.50 feet, having a central angle of 00°26'45", an arc length of 3.60 feet, and whose chord bears S 67°33'37" E, a distance of 3.60 feet to a point in the east line of said 31.929 acre tract, same being a south line of said 483.906 acre tract, being the **POINT OF BEGINNING** of the herein described tract of land;

THENCE N 00°22'35" W, with the east line of said 31.929 acre tract, and a south line of said 483.906 acre tract, a distance of 82.17 feet;

THENCE over, across, and through said 483.906 acre tract the following eleven (11) calls:

Southeasterly, with the arc of a non-tangent curve to the left, having a radius of 462.50 feet, having a central angle of 03°28'01", an arc length of 27.99 feet, and whose chord bears S 66°02'59" E, a distance of 27.98 feet;

Southeasterly, with the arc of a tangent curve to the right, having a radius of 537.50 feet, having a central angle of 19°15'30", an arc length of 180.66 feet, and whose chord bears S 58°09'14" E, a distance of 179.82 feet;

S 48°31'30" E, a distance of 410.29 feet;

Southeasterly, with the arc of a tangent curve to the left, having a radius of 762.50 feet, having a central angle of 22°27'07", an arc length of 298.79 feet, and whose chord bears S 59°45'03" E, a distance of 296.89 feet;

Southeasterly, with the arc of a tangent curve to the right, having a radius of 337.50 feet, having a central angle of 40°28'36", an arc length of 238.43 feet, and whose chord bears S 50°44'18" E, a distance of 233.50 feet;

Northwesterly, with the arc of a non-tangent curve to the right, having a radius of 830.50 feet, having a central angle of 05°10'39", an arc length of 75.05 feet, and whose chord bears N 85°06'12" W, a distance of 75.02 feet;

S 15°22'20" W, a distance of 21.45 feet;

Northwesterly, with the arc of a non-tangent curve to the left, having a radius of 262.50 feet, having a central angle of 34°14'24", an arc length of 156.87 feet, and whose chord bears N 53°51'25" W, a distance of 154.55 feet;

Northwesterly, with the arc of a tangent curve to the right, having a radius of 837.50 feet, having a central angle of 22°27'07", an arc length of 328.18 feet, and whose chord bears N 59°45'03" W, a distance of 326.09 feet;

N 48°31'30" W, a distance of 410.29 feet;

Northwesterly, with the arc of a tangent curve to the left, having a radius of 462.50 feet, having a central angle of 18°48'45", an arc length of 151.86 feet, and whose chord bears N 57°55'52" W, a distance of 151.18 feet to the **POINT OF BEGINNING** and containing approximately 1.880 acres of land.

AREA – S
LEGAL DESCRIPTION
DRAINAGE EASEMENT
0.962 ACRES

BEING all that certain lot, tract, or parcel of land, situated in the T. Burress Survey, Abstract Number 33, Town of Flower Mound, Denton County, Texas, being a part of that certain called 1129.061 acre tract, described as Tract A in deed to Old WR Ranch I, LP, recorded in Document Number 2000-41222, Deed Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at the intersection of the east line of U. S. Highway 377 as evidenced by that certain called 12.32 acre tract of land described in deed in favor of the State of Texas, recorded in Volume 279, Page 240 of the Deed Records of Denton County, Texas, and the north line of F. M. 1171 as evidenced by that certain called 44,003 square feet tract of land described as Parcel 5 in deed in favor of Denton County, recorded in Document Number 2012-58191 of the Real Property Records of Denton County, Texas, being the northwest corner of said 44,003 square feet tract, being the southwest corner of that certain called 0.9117 acre tract of land described as Parcel 9 in Final Judgement to the State of Texas, recorded in Document No. 2025-76017 of the Real Property records of Denton County, Texas;

THENCE S 74°00'35" E, with the north line of said 44,003 square feet tract, the south line of said Parcel 9, and the north line of F.M.1171, passing at a distance of 136.63 feet a TxDOT Monument found at the southeast corner of said Parcel 9, same being the westerly southwest corner of that certain called 483.906 acre tract of land, described as Tract 1 in deed to Old WR Ranch I Freeman, LP, recorded in Document Number 2025-68295 of the Real Property Records of Denton County, Texas, continuing with a south line thereof, a total distance of 365.53 feet to a TxDOT Monument found;

THENCE S 65°05'25" E, with a south line of said 483.906 acre tract, the north line of said 44,003 square feet tract, and the north line of F.M.1171, passing at a distance of 62.17 feet, a 1/2" capped rebar found, stamped "KHA" at the westerly southeast corner of said 483.906 acre tract, same being the westernmost corner of a certain tract of land, described as Tract 1 by deed to H-E-B, LP, recorded in Document Number 2025-68301, Deed Records, Denton County, Texas, continuing with the south line thereof, a total distance of 64.26 feet to a TxDOT Monument found;

THENCE S 74°00'35" E, with the south line of said H-E-B- tract 1, the north line of said 44,003 square feet tract, and the north line of F.M.1171, a distance of 889.52 feet to a 1/2" capped rebar found, stamped "KHA" at the southernmost corner of said H-E-B tract 1,

same being the west corner of that certain called 0.018 acre tract of land, described as Tract 2 in deed to Old WR Ranch I Freeman, LP, recorded in Document Number 2025-68295 of the Real Property Records of Denton County, Texas;

THENCE N 63°45'53" E, with the east line of said H-E-B tract 1, same being the northwest line of said 0.018 acre tract, a distance of 44.43 feet to a 1/2" capped rebar found, stamped "KHA";

THENCE northeasterly, with the east line of said H-E-B tract 1, and the northwest line of said 0.018 acre tract, with a non-tangent curve to the right, having a radius of 697.00 feet, a central angle of 10°19'29", passing the north corner of said 0.018 acre tract, same being the southeast corner of said H-E-B tract 1, same being the south corner of a certain tract of land, described as Tract 2 by deed to H-E-B, LP, recorded in Document Number 2025-68301, Deed Records, Denton County, Texas, same being the west line of that certain called 31.929 acre tract of land, described by deed to Old WR Ranch I Freeman, LP, recorded in Document Number 2025-68297 of the Real Property Records of Denton County, Texas, continuing over, across, and through said 31.929 acre tract, and with the east line of said H-E-B tract 2, a total arc length of 125.60 feet, and whose chord bears N 27°47'52" E, 125.43 feet to a 1/2" capped rebar found, stamped "KHA";

THENCE over, across, and through said 31.929 acre tract, and with the east line of said H-E-B tract 2 the following two (2) calls:

N 43°48'40" E, a distance of 106.04 feet to a 1/2" capped rebar found, stamped "KHA";

Northeasterly, with a non-tangent curve to the right, having a radius of 685.00 feet, having a central angle of 36°07'45", an arc length of 431.94 feet, and whose chord bears N 59°46'09" E, a distance of 424.82 feet to a 1/2" capped rebar found, stamped "KHA", from which a 1/2" capped rebar found, stamped "KHA" at the easternmost corner of said H-E-B tract 2, bears northeasterly, with the arc of a curve to the left, having a radius of 855.00 feet, a central angle of 21°15'44", and an arc length of 317.29 feet, whose chord bears N 67°12'09" E, 315.47 feet;

THENCE departing the east line of said H-E-B tract 2, continuing over, across, and through said 31.929 acre tract, the following six (6) calls:

N 77°50'01" E, a distance of 184.57 feet;

Northeasterly, with a tangent arc to the left, having a radius of 595.00 feet, a central angle of 36°21'31", and an arc length of 377.57 feet, whose chord bears N 59°39'16" E, 371.27 feet;

Northeasterly, with the arc of a tangent curve to the left, having a radius of 91.50 feet, a central angle of 20°28'57", and an arc length of 32.71 feet, whose chord bears N 31°14'02" E, 32.54 feet;

Northwesterly, with the arc of a non-tangent curve to the right, having a radius of 100.00 feet, a central angle of 33°57'44", and an arc length of 59.28 feet, whose chord bears N 01°01'24" W, 58.41 feet;

Northwesterly, with the arc of a non-tangent curve to the left, having a radius of 91.50 feet, a central angle of 30°23'53", and an arc length of 48.54 feet, whose chord bears N 33°19'33" W, 47.98 feet to;

N 48°31'30" W, passing the north line of said 31.929 acre tract, same being a south line of said 483.906 acre tract, continuing a total distance of 1221.25 feet;

THENCE over, across, and through said 483.906 acre tract the following seven (7) calls:

Northeasterly, with the arc of a tangent curve to the right, having a radius of 1230.50 feet, having a central angle of 74°22'12", an arc length of 1597.19 feet, and whose chord bears N 11°20'24" E, a distance of 1487.40 feet;

Northeasterly, with the arc of a tangent curve to the left, having a radius of 131.50 feet, a central angle of 32°31'56", and an arc length of 74.66 feet, whose chord bears N 09°34'44" E, 73.67 feet;

Northwesterly, with the arc of a tangent curve to the right, having a radius of 100.00 feet, having a central angle of 14°18'18", an arc length of 24.97 feet, and whose chord bears N 19°51'36" W, 24.90 feet;

Northwesterly, with the arc of a tangent curve to the left, having a radius of 131.50 feet, having a central angle of 45°17'11", an arc length of 103.94 feet, and whose chord bears N 35°21'02" W, 101.25 feet;

Northwesterly, with a compound curve to the left, having a radius of 955.00 feet, having a central angle of 34°28'32", an arc length of 574.64 feet, and whose chord bears N 75°13'54" W, 566.01 feet;

S 87°31'50" W, a distance of 503.43 feet;

S 42°31'50" W, a distance of 42.43 feet to the west line of said 483.906 acre tract, same being the east line of that certain called 2.94999 acre tract of land described as Parcel 10 in Final Judgement to the State of Texas, recorded in Document No. 2025-76017 of the Real Property records of Denton County, Texas, and being in the east line of US Highway 377;

THENCE N 02°28'10" W, with the west line of said 483.906 acre tract, the east line of said 2.94999 acre tract, and the east line of US Highway 377, a distance of 150.00 feet to a 1/2" capped rebar set, stamped "MCADAMS" from which a TxDOT Monument found bears N 02°28'10" W, 140.93 feet;

THENCE over, across, and through said 483.906 acre tract the following seven (7) calls:

S 47°28'10" E, a distance of 42.43 feet;

N 87°31'50" E, a distance of 503.43 feet;

Southeasterly, with the arc of a tangent curve to the right, having a radius of 1045.00 feet, having a central angle of 35°57'42", an arc length of 655.89 feet, and whose chord bears S 74°29'19" E, a distance of 645.18 feet;

Northeasterly, with the arc of a tangent curve to the left, having a radius of 90.50 feet, having a central angle of 89°21'12", an arc length of 141.14 feet, and whose chord bears N 78°48'56" E, a distance of 127.26 feet;

N 34°08'20" E, a distance of 1256.75 feet;

Northwesterly, with the arc of a tangent curve to the left, having a radius of 750.00 feet, having a central angle of 78°57'44", an arc length of 1033.61 feet, and whose chord bears N 05°20'32" W, a distance of 953.74 feet;

N 44°49'25" W, a distance of 630.07 feet to the easterly north line of said 483.906 acre tract, being the **POINT OF BEGINNING** of the herein described tract of land;

THENCE N 89°18'15" W, with the easterly north line of said 483.906 acre tract, a distance of 37.11 feet;

THENCE over, across, and through said 1129.061 acre tract the following thirteen (13) calls:

N 44°49'25" W, a distance of 103.99 feet;

Northwesterly, with a curve to the left, having a radius of 714.00 feet, having a central angle of 33°10'35", an arc length of 413.43 feet, and whose chord bears N 61°24'42" W, a distance of 407.68 feet;

N 78°00'00" W, a distance of 611.47 feet;

Northwesterly, with a curve to the right, having a radius of 886.00 feet, having a central angle of 11°55'10", an arc length of 184.32 feet, and whose chord bears N 72°02'25" W, a distance of 183.99 feet;

N 66°04'50" W, a distance of 232.54 feet;

S 63°16'20" W, a distance of 46.59 feet to the east line of that certain called 3.5311 acre tract of land described as Parcel 14, Part 1 in Possession and Use Agreement to the State of Texas, recorded in Document No. 2020-25232 of the Real Property records of Denton County, Texas, and being in the east line of US Highway 377;

Northeasterly, with the east line of said 3.5311 acre tract, and the east line of US Highway 377, with a curve to the right, having a radius of 2886.00 feet, having a central angle of 00°39'42", an arc length of 33.33 feet, and whose chord bears N 11°59'48" E, a distance of 33.33 feet, to a point from which a TxDOT Monument found bears northeasterly, with said 2886.00 foot radius, having a central angle of 4°00'10", an arc length of 201.62 feet, and whose chord bears N 14°19'44" E, a distance of 201.58 feet;

N 63°16'20" E, a distance of 38.05 feet;

S 66°04'50" E, a distance of 244.84 feet;

Southeasterly, with a curve to the left, having a radius of 860.00 feet, having a central angle of 11°55'10", an arc length of 178.91 feet, and whose chord bears S 72°02'25" E, a distance of 178.59 feet;

S 78°00'00" E, a distance of 611.47 feet;

Southeasterly, with a curve to the right, having a radius of 740.00 feet, having a central angle of 33°10'35", an arc length of 428.49 feet, and whose chord bears S 61°24'42" E, a distance of 422.53 feet;

S 44°49'25" E, a distance of 130.46 feet to the **POINT OF BEGINNING** and containing approximately 0.962 acres of land.

FURST RANCH PHASE 1 - INFRASTRUCTURE

TOWN OF FLOWER MOUND, TEXAS



FURST·RANCH

PRELIMINARY OPINION OF PROBABLE COST

FURST RANCH PHASE 1 – INFRASTRUCTURE AND OFFSITE SANITARY SEWER
PROJECTS A-I

PROJECT NUMBER: FUR24002
BY: SCOTT MINNIS
CHECKED BY: JAY REISSIG

DATE: OCTOBER 27, 2025



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4400 STATE HIGHWAY 121, SUITE 800
LEWISVILLE, TEXAS 75056
972-436-9712

TBPE FIRM NO. 19762

TBPLS FIRM NO. 10194440

ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

PROJECT: FURST RANCH - PROJECT A - GREENWAY RURAL ARTERIAL (120' ROW)

SECTION 100 - DEMOLITION, EXCAVATION AND EROSION CONTROL

PROJECT JOB NUMBER: FUR24002

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL COST
1	CONSTRUCTION ENTRANCE	EA	1	\$5,000.00	\$5,000.00
2	CHECK DAM	EA	2	\$3,000.00	\$6,000.00
3	SILT FENCE	LF	2,419	\$2.00	\$4,838.00
4	UNCLASSIFIED EXCAVATION ^{7 & 8}	CY	6,378	\$3.25	\$20,729.57
5	UNCLASSIFIED PLACEMENT ⁹	CY	26,963	\$3.25	\$87,629.23
6	CLEARING AND GRUBBING	AC	7.31	\$3,000.00	\$21,930.00
7	CONCRETE WASHOUT PIT	EA	1	\$2,500.00	\$2,500.00
8	DEMO & REMOVE EXISTING GRAVEL ROAD	SY	987	\$9.00	\$8,883.00
9	REMOVE & RELOCATE TRAFFIC SIGNAL POLE	EA	2	\$7,500.00	\$15,000.00
10	REMOVE & RELOCATE POWER POLE	EA	2	\$5,000.00	\$10,000.00
11	REPLACEMENT OF EX. AGRICULTURAL FENCING	LS	1	\$15,000.00	\$15,000.00
12	8"-12" ROCK RIP RAP	SY	60	\$135.00	\$8,100.00
13	REMOVE EXISTING PAVEMENT	SF	303	\$10.00	\$3,030.00
14	REMOVE & RELOCATE WATER METER	EA	1	\$5,000.00	\$5,000.00
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		SUBTOTAL CONST. COST			\$213,639.80
	PREPARED BY:	MARTIN MIRZAIE	ENGINEERING	8%	\$17,091.18
	REVIEWED BY:	NICOLAS EHRINGER	SURVEYING	2%	\$4,272.80
	APPROVED BY:	JAY REISSIG	CONTINGENCY	10%	\$21,363.98
Date:	Monday, October 27, 2025		TOTAL DEMO, EXCA. & ECP COST		\$256,367.76



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TBPE FIRM NO. 19762

TBPLS FIRM NO. 10194440

ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

PROJECT: FURST RANCH - PROJECT A - GREENWAY RURAL ARTERIAL (120' ROW)

SECTION 300 - UTILITY IMPROVEMENTS - STORM SEWER

PROJECT JOB NUMBER: FUR24002

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL COST
1	18" RCP PIPE	LF	284	\$85.00	\$24,140.00
2	3' X 2' RCB	LF	240	\$250.00	\$60,000.00
3	18" RCP BEND	EA	36	\$450.00	\$16,200.00
4	18" RCP TYPE 'C' HEADWALL	EA	2	\$2,575.00	\$5,150.00
5	TXDOT TYPE SW-0 HEADWALL	EA	2	\$15,000.00	\$30,000.00
6	RCP CONNECTION TO RCB	EA	1	\$1,000.00	\$1,000.00
7	CLADDING OF HEADWALLS	SF	160	\$20.00	\$3,200.00
8	TRENCH SAFETY	LF	524	\$1.00	\$524.00
9	6" 3600 PSI CONCRETE FLUME	SY	134	\$74.00	\$9,916.00
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		SUBTOTAL CONST. COST			\$150,130.00
	PREPARED BY:	MARTIN MIRZAIE	ENGINEERING	8%	\$12,010.40
	REVIEWED BY:	NICOLAS EHRINGER	SURVEYING	2%	\$3,002.60
	APPROVED BY:	JAY REISSIG	CONTINGENCY	10%	\$15,013.00
Date:	Monday, October 27, 2025		TOTAL STORM COST		\$180,156.00



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TBPE FIRM NO. 19762

TBPLS FIRM NO. 10194440

ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

PROJECT: FURST RANCH - PROJECT A - GREENWAY RURAL ARTERIAL (120' ROW)

SECTION 600 - PAVING IMPROVEMENTS

PROJECT JOB NUMBER: FUR24002

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL COST
1	8" 4200 PSI CONCRETE W/ #3 BARS 18" O.C.E.W.	SY	6,965	\$65.00	\$452,725.00
2	TYPE 'C' ASPHALT	SY	2,470	\$60.00	\$148,200.00
3	6" FLEXBASE	SY	2,596	\$24.00	\$62,304.00
4	10" LIME TREATED BASE (ITEMS 1 & 2)	SY	7,445	\$4.50	\$33,502.50
5	LIME (ITEMS 1 & 2)	TON	246	\$350.00	\$86,100.00
6	12" WHITE GORE STRIPING	LF	473	\$5.25	\$2,483.25
7	12" WHITE CROSSWALK STRIPING	LF	184	\$7.00	\$1,288.00
8	4" BROKEN WHITE LANE STRIPING	LF	1,197	\$2.50	\$2,992.50
9	4" SOLID WHITE LANE STRIPING	LF	4,464	\$2.00	\$8,928.00
10	4" DOUBLE SOLID YELLOW STRIPING	LF	1,275	\$2.25	\$2,868.75
11	LANE USE ARROWS - LEFT OR RIGHT	EA	2	\$275.00	\$550.00
12	LANE USE LETTERING	EA	2	\$325.00	\$650.00
13	BIKE LANE MARKING	EA	3	\$300.00	\$900.00
14	STOP SIGN (R1-1)	EA	2	\$600.00	\$1,200.00
15	BIKE LANE SIGN (W3-17)	EA	2	\$550.00	\$1,100.00
16	THRU TRAFFIC MERGE SIGN (W4-1aTR)	EA	3	\$475.00	\$1,425.00
17	TWO WAY TRAFFIC SIGN (W6-3)	EA	1	\$475.00	\$475.00
18	KEEP RIGHT SIGN (R4-7)	EA	1	\$475.00	\$475.00
19	BIKE LANE ENDS SIGN (R3-17b)	EA	2	\$475.00	\$950.00
20	ADJUST EXISTING WATER VALVE TO GRADE	EA	2	\$5,000.00	\$10,000.00
21	STREET HEADER (CONCRETE-ASPHALT)	LF	68	\$20.00	\$1,360.00
22	TRAFFIC SIGNAL FOURTH LEG - US 377 INTER.	EA	1	\$125,000.00	\$125,000.00
23	6" CONCRETE CURB AND GUTTER	LF	563	\$8.50	\$4,785.50
24	TRAFFIC CONTROL (IF NECESSARY)	LS	1	\$8,000.00	\$8,000.00
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			SUBTOTAL CONST. COST		\$958,262.50
	PREPARED BY:	MARTIN MIRZAIE	ENGINEERING/CA	8%	\$76,661.00
	REVIEWED BY:	NICOLAS EHRINGER	SURVEYING	2%	\$19,165.25
	APPROVED BY:	JAY REISSIG	CONTINGENCY	10%	\$95,826.25
Date:	Monday, October 27, 2025		TOTAL PAVING COST		\$1,149,915.00



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972-436-9712

TBPE FIRM NO. 19762

TBPLS FIRM NO. 10194440

ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

PROJECT: FURST RANCH - PROJECT A - GREENWAY RURAL ARTERIAL (120' ROW)

SECTION 700 - LANDSCAPE AND IRRIGATION

PROJECT JOB NUMBER: FUR24002

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL COST
1	SOD	SF	35,530	\$1.00	\$35,530.00
2	TREE BARK PROTECTION	EA	1	\$250.00	\$250.00
3	TREE PROTECTION FENCING	LF	240	\$5.00	\$1,200.00
4	TEMPORARY IRRIGATION	SF	35,530	\$1.00	\$35,530.00
5	MAINTENANCE	SF	35,530	\$0.10	\$3,553.00
6	FERTILIZER; SOD	SF	35,530	\$0.12	\$4,263.60
7	FINE GRADING	SF	35,530	\$0.25	\$8,882.50
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	PREPARED BY:	RITA SCHILLER	SUBTOTAL CONST. COST		\$89,209.10
	REVIEWED BY:	JEFF BENNETT	SURVEYING	2%	\$1,784.18
	APPROVED BY:	JAMESON PINSON	CONTINGENCY	10%	\$8,920.91
Date:	Monday, October 27, 2025		TOTAL LANDSCAPE-IRR COST		\$99,914.19



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4400 STATE HIGHWAY 121, SUITE 800
LEWISVILLE, TEXAS 75056
972-436-9712

TBPE FIRM NO. 19762

TBPLS FIRM NO. 10194440

ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

PROJECT: FURST RANCH - PROJECT A - GREENWAY RURAL ARTERIAL (120' ROW)

SECTION 900 - DISCLAIMERS

PROJECT JOB NUMBER: FUR24002

- 1 Estimate does not include:
 - Mobilization or Insurance
 - Franchise Utility Relocations - gas, electric, telephone, street lights, etc.
 - Offsite Franchise Utility Extensions & Installations - gas, electric, telephone, etc.
 - Impact fees
 - SWPPP Required Inspections during construction (SWPPP Document is included in Engineering Cost)
- 2 The unit prices contained within this preliminary cost opinion are based on an average bid prices, as presented to the Engineer, for similar jobs within the local area over the preceding 6-12 months. Unit prices are subject to change at any time without the Engineer's knowledge. The Engineer is not a professional estimator, for a comprehensive estimate, a professional estimator should be consulted.
- 3 Per the Town of Flower Mound there are no required Inspection Fees.
- 4 Efforts were made to identify all cost items identified within the project. It is possible that some items have been inadvertently omitted or the quantities may be different than the actual amount depicted within the plans.
- 5 This Preliminary Opinion of Probable Cost assumes that the pavement subgrade treatment is to be lime and not cement stabilized, with a 8% lime added. Actual treatment is to be determined by the Geotechnical Report.
- 6 Testing is assumed to be 3% of the cost of improvements.
- 7 The model used to calculate volume for cut and fill values is to top of pavement. The volume for pavement thickness was added to the Unclassified Excavation for the purposes of this estimate. See attached volume exhibit for more detailed information.
- 8 Unclassified Excavation is the total site cut and no cut factor was applied to the calculation.
- 9 Unclassified Placement is the total site fill and no fill factor was applied to the calculation.
- 10 Bonds are caculated to be 1% of the total construction cost, not including the Dmeolition, Excavation, and Erosion Control costs.
- 11 Utility spoils are incidental to the installation of the pipe, therefore the cost is included within the unit price for each utility.



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4400 STATE HIGHWAY 121, SUITE 800
LEWISVILLE, TEXAS 75056
972-436-9712

TBPE FIRM NO. 19762

TBPLS FIRM NO. 10194440

ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

PROJECT: FURST RANCH PARKWAY - PROJECT B - ARTERIAL (MIN. 100' ROW)

SECTION 100 - DEMOLITION, EXCAVATION AND EROSION CONTROL

PROJECT JOB NUMBER: FUR24002

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL COST
1	CHECK DAM	EA	10	\$3,000.00	\$30,000.00
2	SILT FENCE	LF	4,287	\$2.00	\$8,574.00
3	UNCLASSIFIED EXCAVATION ^{7 & 8}	CY	43,448	\$3.25	\$141,206.00
4	UNCLASSIFIED PLACEMENT ⁹	CY	32,602	\$3.25	\$105,956.50
5	CLEARING AND GRUBBING	AC	15.39	\$3,000.00	\$46,170.00
6	DEMO & REMOVE EXISTING GRAVEL ROAD	SY	5,041	\$9.00	\$45,369.00
7	8"-12" ROCK RIP RAP	SY	210	\$135.00	\$28,350.00
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		SUBTOTAL CONST. COST			\$405,625.50
	PREPARED BY:	MARTIN MIRZAIE	ENGINEERING	8%	\$32,450.04
	REVIEWED BY:	NICOLAS EHRINGER	SURVEYING	2%	\$8,112.51
	APPROVED BY:	JAY REISSIG	CONTINGENCY	10%	\$40,562.55
Date:	Monday, October 27, 2025		TOTAL DEMO, EXCA. & ECP COST		\$486,750.60



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4400 STATE HIGHWAY 121, SUITE 800
LEWISVILLE, TEXAS 75056
972-436-9712

TBPE FIRM NO. 19762

TBPLS FIRM NO. 10194440

ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

PROJECT: FURST RANCH PARKWAY - PROJECT B - ARTERIAL (MIN. 100' ROW)

SECTION 300 - UTILITY IMPROVEMENTS - STORM SEWER

PROJECT JOB NUMBER: FUR24002

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL COST
1	18" RCP PIPE	LF	1,399	\$85.00	\$118,915.00
2	36" RCP PIPE	LF	534	\$175.00	\$93,450.00
3	42" RCP PIPE	LF	848	\$240.00	\$203,520.00
4	48" RCP PIPE	LF	101	\$270.00	\$27,270.00
5	60" RCP PIPE	LF	103	\$380.00	\$39,140.00
6	5' X 5' RCB	LF	139	\$540.00	\$75,060.00
7	7' X 5' RCB	LF	129	\$640.00	\$82,560.00
8	8' X 6' RCB	LF	252	\$820.00	\$206,640.00
9	4' X 4' WYE INLET	EA	1	\$6,400.00	\$6,400.00
10	6' X 6' WYE INLET	EA	1	\$11,000.00	\$11,000.00
11	4' JUNCTION BOX	EA	1	\$6,000.00	\$6,000.00
12	5' JUNCTION BOX	EA	2	\$7,400.00	\$14,800.00
13	6' JUNCTION BOX	EA	1	\$13,000.00	\$13,000.00
14	TXDOT TYPE SW-0 HEADWALL	EA	3	\$15,000.00	\$45,000.00
15	TXDOT TYPE PW	EA	2	\$28,000.00	\$56,000.00
16	RCP CONNECTION TO RCB	EA	2	\$1,000.00	\$2,000.00
17	18"X18" RCP WYE CONNECTION	EA	2	\$420.00	\$840.00
18	36"X18" RCP WYE CONNECTION	EA	4	\$235.00	\$940.00
19	42"X18" RCP WYE CONNECTION	EA	2	\$290.00	\$580.00
20	48"X18" RCP WYE CONNECTION	EA	1	\$605.00	\$605.00
21	18" RCP BEND	EA	16	\$450.00	\$7,200.00
22	36" RCP BEND	EA	2	\$500.00	\$1,000.00
23	48" RCP BEND	EA	2	\$550.00	\$1,100.00
24	18" RCP PLUG	EA	13	\$600.00	\$7,800.00
25	4' X 4' WYE INLET	EA	1	\$6,400.00	\$6,400.00
26	6' X 6' WYE INLET	EA	1	\$11,000.00	\$11,000.00
27	4' MANHOLE ON RCB	EA	1	\$7,500.00	\$7,500.00
28	36" 4:1 TYPE C HEADWALL	EA	1	\$4,500.00	\$4,500.00
	PREPARED BY:	MARTIN MIRZAIE			
	REVIEWED BY:	NICOLAS EHRINGER			
	APPROVED BY:	JAY REISSIG			
Date:	Monday, October 27, 2025	SEE SECTION 300 PAGE 2 FOR COST SUMMARY			



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4400 STATE HIGHWAY 121, SUITE 800
LEWISVILLE, TEXAS 75056
972-436-9712

TBPE FIRM NO. 19762

TBPLS FIRM NO. 10194440

ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

PROJECT: FURST RANCH PARKWAY - PROJECT B - ARTERIAL (MIN. 100' ROW)

SECTION 300 - UTILITY IMPROVEMENTS - STORM SEWER

PROJECT JOB NUMBER: FUR24002

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL COST
29	24" HDPE CULVERT PIPE (PRIVATE)	LF	90	\$85.00	\$7,650.00
30	24" TYPE B HEADWALL FOR TRIPLE HDPE PIPE	EA	2	\$10,000.00	\$20,000.00
31	CLADDING OF HEADWALLS	SF	640	\$20.00	\$12,800.00
32	TRENCH SAFETY	LF	3,595	\$1.00	\$3,595.00
33	6" 3600 PSI CONCRETE FLUME	SY	424	\$74.00	\$31,376.00
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		SUBTOTAL CONST. COST			\$1,125,641.00
PREPARED BY:	MARTIN MIRZAIE	ENGINEERING	8%	\$90,051.28	
REVIEWED BY:	NICOLAS EHRINGER	SURVEYING	2%	\$22,512.82	
APPROVED BY:	JAY REISSIG	CONTINGENCY	10%	\$112,564.10	
Date:	Monday, October 27, 2025	TOTAL STORM COST			\$1,350,769.20



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LEWISVILLE, TEXAS 75056
972-436-9712

TBPE FIRM NO. 19762

TBPLS FIRM NO. 10194440

ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

PROJECT: FURST RANCH PARKWAY - PROJECT B - ARTERIAL (MIN. 100' ROW)

SECTION 900 - DISCLAIMERS

PROJECT JOB NUMBER: FUR24002

- 1 Estimate does not include:
 - Mobilization or Insurance
 - Franchise Utility Relocations - gas, electric, telephone, street lights, etc.
 - Offsite Franchise Utility Extensions & Installations - gas, electric, telephone, etc.
 - Impact fees
 - SWPPP Required Inspections during construction (SWPPP Document is included in Engineering Cost)
- 2 The unit prices contained within this preliminary cost opinion are based on an average bid prices, as presented to the Engineer, for similar jobs within the local area over the preceding 6-12 months. Unit prices are subject to change at any time without the Engineer's knowledge. The Engineer is not a professional estimator, for a comprehensive estimate, a professional estimator should be consulted.
- 3 Per the Town of Flower Mound there are no required Inspection Fees.
- 4 Efforts were made to identify all cost items identified within the project. It is possible that some items have been inadvertently omitted or the quantities may be different than the actual amount depicted within the plans.
- 5 This Preliminary Opinion of Probable Cost assumes that the pavement subgrade treatment is to be lime and not cement stabilized, with a 8% lime added. Actual treatment is to be determined by the Geotechnical Report.
- 6 Testing is assumed to be 3% of the cost of improvements.
- 7 The model used to calculate volume for cut and fill values is to top of pavement. The volume for pavement thickness was added to the Unclassified Excavation for the purposes of this estimate. See attached volume exhibit for more detailed information.
- 8 Unclassified Excavation is the total site cut and no cut factor was applied to the calculation.
- 9 Unclassified Placement is the total site fill and no fill factor was applied to the calculation.
- 10 Bonds are caculated to be 1% of the total construction cost, not including the Dmeolition, Excavation, and Erosion Control costs.
- 11 Utility spoils are incidental to the installation of the pipe, therefore the cost is included within the unit price for each utility.



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TBPE FIRM NO. 19762

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ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

PROJECT: FURST RANCH PARKWAY - PROJECT C - COLLECTOR (61' ROW)

SECTION 300 - UTILITY IMPROVEMENTS - STORM SEWER

PROJECT JOB NUMBER: FUR24002

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL COST
1	18" RCP PIPE	LF	730	\$85.00	\$62,050.00
2	24" RCP PIPE	LF	220	\$107.00	\$23,540.00
3	36" RCP PIPE	LF	369	\$175.00	\$64,575.00
4	48" RCP PIPE	LF	842	\$270.00	\$227,340.00
5	54" RCP PIPE	LF	374	\$310.00	\$115,940.00
6	60" RCP PIPE	LF	726	\$380.00	\$275,880.00
7	5' X 5' RCB	LF	484	\$540.00	\$261,360.00
8	7' X 5' RCB	LF	205	\$640.00	\$131,200.00
9	4' X 4' WYE INLET	EA	7	\$6,400.00	\$44,800.00
10	6' X 6' WYE INLET	EA	1	\$11,000.00	\$11,000.00
11	4' JUNCTION BOX	EA	1	\$6,000.00	\$6,000.00
12	5' JUNCTION BOX	EA	1	\$7,400.00	\$7,400.00
13	6' JUNCTION BOX	EA	1	\$13,000.00	\$13,000.00
14	7' JUNCTION BOX	EA	1	\$13,500.00	\$13,500.00
15	8' JUNCTION BOX	EA	3	\$15,000.00	\$45,000.00
16	TXDOT TYPE SW-0 HEADWALL (Shared with Area C)	EA	0.5	\$15,000.00	\$7,500.00
17	RCP CONNECTION TO RCB	EA	2	\$1,000.00	\$2,000.00
18	18"X18" RCP WYE CONNECTION	EA	3	\$420.00	\$1,260.00
19	48"X18" RCP WYE CONNECTION	EA	4	\$605.00	\$2,420.00
20	54"X18" RCP WYE CONNECTION	EA	2	\$650.00	\$1,300.00
21	60"X18" RCP WYE CONNECTION	EA	4	\$725.00	\$2,900.00
22	48"X36" WYE CONNECTION	EA	1	\$675.00	\$675.00
23	60"X36" WYE CONNECTION	EA	1	\$850.00	\$850.00
24	18" RCP BEND	EA	15	\$450.00	\$6,750.00
25	24" RCP BEND	EA	1	\$475.00	\$475.00
26	36" RCP BEND	EA	4	\$500.00	\$2,000.00
27	18" RCP PLUG	EA	13	\$600.00	\$7,800.00

PREPARED BY: MARTIN MIRZAIE

REVIEWED BY: NICOLAS EHRINGER

APPROVED BY: JAY REISSIG

Date: Monday, October 27, 2025

SEE SECTION 300 PAGE 2 FOR COST SUMMARY



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972-436-9712

TBPE FIRM NO. 19762

TBPLS FIRM NO. 10194440

ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

PROJECT: FURST RANCH PARKWAY - PROJECT C - COLLECTOR (61' ROW)

SECTION 300 - UTILITY IMPROVEMENTS - STORM SEWER

PROJECT JOB NUMBER: FUR24002

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL COST
28	CLADDING OF HEADWALLS	SF	80	\$20.00	\$1,600.00
29	TRENCH SAFETY	LF	3,950	\$1.00	\$3,950.00
30	6" 3600 PSI CONCRETE FLUME	SY	757	\$74.00	\$56,018.00
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		SUBTOTAL CONST. COST			\$1,378,633.00
	PREPARED BY:	MARTIN MIRZAIE	ENGINEERING	8%	\$110,290.64
	REVIEWED BY:	NICOLAS EHRINGER	SURVEYING	2%	\$27,572.66
	APPROVED BY:	JAY REISSIG	CONTINGENCY	10%	\$137,863.30
Date:	Monday, October 27, 2025		TOTAL STORM COST		\$1,654,359.60



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TBPE FIRM NO. 19762

TBPLS FIRM NO. 10194440

ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

PROJECT: FURST RANCH PARKWAY - PROJECT C - COLLECTOR (61' ROW)

SECTION 700 - LANDSCAPE AND IRRIGATION

PROJECT JOB NUMBER: FUR24002

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL COST
1	ORNAMENTAL TREES	EA	17	\$500.00	\$8,500.00
2	HYDROMULCH	SF	12,008	\$1.00	\$12,008.00
3	TEMPORARY IRRIGATION	SF	12,008	\$1.00	\$12,008.00
4	FINE GRADING	SF	12,008	\$0.25	\$3,002.00
5	MAINTENANCE	SF	12,008	\$0.10	\$1,200.80
6	FERTILIZER; HYDROMULCH	SF	12,008	\$0.12	\$1,440.96
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	PREPARED BY:	RITA SCHILLER	SUBTOTAL CONST. COST		\$38,159.76
	REVIEWED BY:	JEFF BENNETT	SURVEYING	2%	\$763.20
	APPROVED BY:	JAMESON PINSON	CONTINGENCY	10%	\$3,815.98
Date:	Monday, October 27, 2025		TOTAL LANDSCAPE-IRR COST		\$42,738.93



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TBPE FIRM NO. 19762

TBPLS FIRM NO. 10194440

ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

PROJECT: FURST RANCH PARKWAY - PROJECT C - COLLECTOR (61' ROW)

SECTION 900 - DISCLAIMERS

PROJECT JOB NUMBER: FUR24002

- 1 Estimate does not include:
 - Mobilization or Insurance
 - Franchise Utility Relocations - gas, electric, telephone, street lights, etc.
 - Offsite Franchise Utility Extensions & Installations - gas, electric, telephone, etc.
 - Impact fees
 - SWPPP Required Inspections during construction (SWPPP Document is included in Engineering Cost)
- 2 The unit prices contained within this preliminary cost opinion are based on an average bid prices, as presented to the Engineer, for similar jobs within the local area over the preceding 6-12 months. Unit prices are subject to change at any time without the Engineer's knowledge. The Engineer is not a professional estimator, for a comprehensive estimate, a professional estimator should be consulted.
- 3 Per the Town of Flower Mound there are no required Inspection Fees.
- 4 Efforts were made to identify all cost items identified within the project. It is possible that some items have been inadvertently omitted or the quantities may be different than the actual amount depicted within the plans.
- 5 This Preliminary Opinion of Probable Cost assumes that the pavement subgrade treatment is to be lime and not cement stabilized, with a 8% lime added. Actual treatment is to be determined by the Geotechnical Report.
- 6 Testing is assumed to be 3% of the cost of improvements.
- 7 The model used to calculate volume for cut and fill values is to top of pavement. The volume for pavement thickness was added to the Unclassified Excavation for the purposes of this estimate. See attached volume exhibit for more detailed information.
- 8 Unclassified Excavation is the total site cut and no cut factor was applied to the calculation.
- 9 Unclassified Placement is the total site fill and no fill factor was applied to the calculation.
- 10 Bonds are caculated to be 1% of the total construction cost, not including the Dmeolition, Excavation, and Erosion Control costs.
- 11 Utility spoils are incidental to the installation of the pipe, therefore the cost is included within the unit price for each utility.



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972-436-9712

TBPE FIRM NO. 19762

TBPLS FIRM NO. 10194440

ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

PROJECT: FURST RANCH PARKWAY - PROJECT D - URBAN MINOR ARTERIAL (90' ROW)

SECTION 100 - DEMOLITION, EXCAVATION AND EROSION CONTROL

PROJECT JOB NUMBER: FUR24002

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL COST
1	SAWCUT EXISTING CURB AND PAVEMENT	LF	576	\$15.00	\$8,640.00
2	DEMO & REMOVE EXISTING CONCRETE CURB AND PAVEMENT	SF	1,411	\$10.00	\$14,110.00
3	CONSTRUCTION ENTRANCE	EA	1	\$5,000.00	\$5,000.00
4	SILT FENCE	LF	1,566	\$2.00	\$3,132.00
5	INLET PROTECTION	EA	9	\$300.00	\$2,700.00
6	CONCRETE WASHOUT PIT	EA	1	\$2,500.00	\$2,500.00
7	REPLACEMENT OF EX. AGRICULTURAL FENCING	LS	1	\$10,000.00	\$10,000.00
8	UNCLASSIFIED EXCAVATION ^{7&8}	CY	4,860	\$3.25	\$15,795.00
9	UNCLASSIFIED PLACEMENT ⁹	CY	387	\$3.25	\$1,257.75
10	CLEARING AND GRUBBING	AC	3.18	\$3,000.00	\$9,540.00
11	REMOVE & RELOCATE POWER POLE	EA	2	\$5,000.00	\$10,000.00
12	REMOVE & RELOCATE CURB INLET	EA	2	\$5,000.00	\$10,000.00
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		SUBTOTAL CONST. COST			\$92,674.75
	PREPARED BY:	MARTIN MIRZAIE	ENGINEERING	8%	\$7,413.98
	REVIEWED BY:	NICOLAS EHRINGER	SURVEYING	2%	\$1,853.50
	APPROVED BY:	JAY REISSIG	CONTINGENCY	10%	\$9,267.48
Date:	Monday, October 27, 2025		TOTAL DEMO, EXCA. & ECP COST		\$111,209.70



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972-436-9712

TBPE FIRM NO. 19762

TBPLS FIRM NO. 10194440

ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

PROJECT: FURST RANCH PARKWAY - PROJECT D - URBAN MINOR ARTERIAL (90' ROW)

SECTION 700 - LANDSCAPE AND IRRIGATION

PROJECT JOB NUMBER: FUR24002

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL COST
1	HYDROMULCH	SF	44,468	\$1.00	\$44,468.00
2	TEMPORARY IRRIGATION	SF	44,468	\$1.00	\$44,468.00
3	FINE GRADING	SF	44,468	\$0.25	\$11,117.00
4	MAINTENANCE	SF	44,468	\$0.10	\$4,446.80
5	FERTILIZER; HYDROMULCH	SF	44,468	\$0.12	\$5,336.16
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	PREPARED BY:	RITA SCHILLER	SUBTOTAL CONST. COST		\$109,835.96
	REVIEWED BY:	JEFF BENNETT	SURVEYING	2%	\$2,196.72
	APPROVED BY:	JAMESON PINSON	CONTINGENCY	10%	\$10,983.60
Date:	Monday, October 27, 2025		TOTAL LANDSCAPE-IRR COST		\$123,016.28



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4400 STATE HIGHWAY 121, SUITE 800
LEWISVILLE, TEXAS 75056
972-436-9712

TBPE FIRM NO. 19762

TBPLS FIRM NO. 10194440

ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

PROJECT: FURST RANCH PARKWAY - PROJECT D - URBAN MINOR ARTERIAL (90' ROW)

SECTION 900 - DISCLAIMERS

PROJECT JOB NUMBER: FUR24002

- 1 Estimate does not include:
 - Mobilization or Insurance
 - Franchise Utility Relocations - gas, electric, telephone, street lights, etc.
 - Offsite Franchise Utility Extensions & Installations - gas, electric, telephone, etc.
 - Impact fees
 - SWPPP Required Inspections during construction (SWPPP Document is included in Engineering Cost)
- 2 The unit prices contained within this preliminary cost opinion are based on an average bid prices, as presented to the Engineer, for similar jobs within the local area over the preceding 6-12 months. Unit prices are subject to change at any time without the Engineer's knowledge. The Engineer is not a professional estimator, for a comprehensive estimate, a professional estimator should be consulted.
- 3 Per the Town of Flower Mound there are no required Inspection Fees.
- 4 Efforts were made to identify all cost items identified within the project. It is possible that some items have been inadvertently omitted or the quantities may be different than the actual amount depicted within the plans.
- 5 This Preliminary Opinion of Probable Cost assumes that the pavement subgrade treatment is to be lime and not cement stabilized, with a 8% lime added. Actual treatment is to be determined by the Geotechnical Report.
- 6 Testing is assumed to be 3% of the cost of improvements.
- 7 The model used to calculate volume for cut and fill values is to top of pavement. The volume for pavement thickness was added to the Unclassified Excavation for the purposes of this estimate. See attached volume exhibit for more detailed information.
- 8 Unclassified Excavation is the total site cut and no cut factor was applied to the calculation.
- 9 Unclassified Placement is the total site fill and no fill factor was applied to the calculation.
- 10 Bonds are calculated to be 1% of the total construction cost, not including the Dmeolition, Excavation, and Erosion Control costs.
- 11 Utility spoils are incidental to the installation of the pipe, therefore the cost is included within the unit price for each utility.



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972-436-9712

TBPE FIRM NO. 19762

TBPLS FIRM NO. 10194440

ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

PROJECT: FURST RANCH - PROJECT E - URBAN MINOR ARTERIAL (90' ROW)

SECTION 100 - DEMOLITION, EXCAVATION AND EROSION CONTROL

PROJECT JOB NUMBER: FUR24002

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL COST
1	CONSTRUCTION ENTRANCE	EA	1	\$5,000.00	\$5,000.00
2	INLET PROTECTION	EA	6	\$300.00	\$1,800.00
3	SILT FENCE	LF	192	\$2.00	\$384.00
4	CONCRETE WASHOUT PIT	EA	1	\$2,500.00	\$2,500.00
5	UNCLASSIFIED EXCAVATION ^{7 & 8}	CY	4,927	\$3.25	\$16,012.75
6	UNCLASSIFIED PLACEMENT ⁹	CY	8,639	\$3.25	\$28,076.52
7	CLEARING AND GRUBBING	AC	4.94	\$3,000.00	\$14,820.00
8	REPLACEMENT OF EX. AGRICULTURAL FENCING	LS	1	\$10,000.00	\$10,000.00
9	REMOVE EXISTING PAVEMENT	SF	303	\$10.00	\$3,030.00
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		SUBTOTAL CONST. COST			\$81,623.27
	PREPARED BY:	MARTIN MIRZAIE	ENGINEERING	8%	\$6,529.86
	REVIEWED BY:	NICOLAS EHRINGER	SURVEYING	2%	\$1,632.47
	APPROVED BY:	JAY REISSIG	CONTINGENCY	10%	\$8,162.33
Date:	Monday, October 27, 2025		TOTAL DEMO, EXCA. & ECP COST		\$97,947.93



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4400 STATE HIGHWAY 121, SUITE 800
LEWISVILLE, TEXAS 75056
972-436-9712

TBPE FIRM NO. 19762

TBPLS FIRM NO. 10194440

ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

PROJECT: FURST RANCH - PROJECT E - URBAN MINOR ARTERIAL (90' ROW)

SECTION 300 - UTILITY IMPROVEMENTS - STORM SEWER

PROJECT JOB NUMBER: FUR24002

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL COST
1	18" RCP PIPE	LF	262	\$85.00	\$22,270.00
2	24" RCP PIPE	LF	765	\$107.00	\$81,855.00
3	7' X 6' RCB BOX	LF	94	\$175.00	\$16,450.00
4	3' JUNCTION BOX	EA	1	\$5,000.00	\$5,000.00
5	4' JUNCTION BOX	EA	1	\$6,000.00	\$6,000.00
6	24" X 18" RCP WYE CONNECTION	EA	4	\$225.00	\$900.00
7	5' X 5' WYE INLET ON RCB	EA	1	\$8,725.00	\$8,725.00
8	18" RCP BEND	EA	6	\$450.00	\$2,700.00
9	10' RECESSED CURB INLET	EA	6	\$6,300.00	\$37,800.00
10	TRENCH SAFETY	LF	1,121	\$1.00	\$1,121.00
11	6" 3600 PSI CONCRETE FLUME	SY	632	\$74.00	\$46,768.00
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			SUBTOTAL CONST. COST		\$229,589.00
	PREPARED BY:	MARTIN MIRZAIE	ENGINEERING	8%	\$18,367.12
	REVIEWED BY:	NICOLAS EHRINGER	SURVEYING	2%	\$4,591.78
	APPROVED BY:	JAY REISSIG	CONTINGENCY	10%	\$22,958.90
Date:	Monday, October 27, 2025		TOTAL STORM COST		\$275,506.80



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972-436-9712

TBPE FIRM NO. 19762

TBPLS FIRM NO. 10194440

ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

PROJECT: FURST RANCH - PROJECT E - URBAN MINOR ARTERIAL (90' ROW)

SECTION 500 - PAVING IMPROVEMENTS

PROJECT JOB NUMBER: FUR24002

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL COST
1	8" 4200 PSI CONCRETE W/ #3 BARS 18" O.C.E.W.	SY	6,588	\$65.00	\$428,220.00
2	TYPE 'C' ASPHALT	SY	995	\$60.00	\$59,700.00
3	6" FLEXBASE	SY	1,001	\$24.00	\$24,024.00
4	10" LIME TREATED BASE	SY	7,347	\$4.50	\$33,061.50
5	LIME	EA	243	\$350.00	\$85,050.00
6	12' TYPE "7" BARRIER FREE RAMP	EA	2	\$6,400.00	\$12,800.00
7	STREET HEADER (CONCRETE-CONCRETE)	LF	52	\$12.00	\$624.00
8	24" WHITE STOP BAR STRIPING	LF	28	\$13.00	\$364.00
9	12" WHITE CROSSWALK STRIPING	LF	136	\$7.00	\$952.00
10	4" BROKEN WHITE LANE STRIPING	LF	2,343	\$2.50	\$5,857.50
11	TURN LANE STRIPING	LF	100	\$2.00	\$200.00
12	LANE USE ARROWS	EA	2	\$275.00	\$550.00
13	LANE USE LETTERING	EA	2	\$325.00	\$650.00
14	STOP SIGN (R1-1)	EA	2	\$600.00	\$1,200.00
15	6" CONCRETE CURB AND GUTTER	LF	4,914	\$8.50	\$41,769.00
16	CONCRETE MEDIAN NOSE	SY	8	\$250.00	\$2,000.00
17	TRAFFIC CONTROL (IF NECESSARY)	LS	1	\$15,000.00	\$15,000.00
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			SUBTOTAL CONST. COST		\$712,022.00
	PREPARED BY:	MARTIN MIRZAIE	ENGINEERING	8%	\$56,961.76
	REVIEWED BY:	NICOLAS EHRINGER	SURVEYING	2%	\$14,240.44
	APPROVED BY:	JAY REISSIG	CONTINGENCY	10%	\$71,202.20
Date:	Monday, October 27, 2025		TOTAL PAVING COST		\$854,426.40



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972-436-9712

TBPE FIRM NO. 19762

TBPLS FIRM NO. 10194440

ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

PROJECT: FURST RANCH - PROJECT E - URBAN MINOR ARTERIAL (90' ROW)

SECTION 700 - LANDSCAPE AND IRRIGATION

PROJECT JOB NUMBER: FUR24002

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL COST
1	SOD	SF	93,690	\$1.00	\$93,690.00
2	TEMPORARY IRRIGATION	SF	93,690	\$1.00	\$93,690.00
3	MAINTENANCE	SF	93,690	\$0.10	\$9,369.00
4	FERTILIZER; SOD	SF	93,690	\$0.12	\$11,242.80
5	FINE GRADING	SF	93,690	\$0.25	\$23,422.50
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	PREPARED BY:	RITA SCHILLER	SUBTOTAL CONST. COST		\$231,414.30
	REVIEWED BY:	JAMESON PINSON	SURVEYING	2%	\$4,628.29
	APPROVED BY:	JAY REISSIG	CONTINGENCY	10%	\$23,141.43
Date:	Monday, October 27, 2025		TOTAL LANDSCAPE-IRR COST		\$259,184.02



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TBPE FIRM NO. 19762

TBPLS FIRM NO. 10194440

ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

PROJECT: FURST RANCH - PROJECT E - URBAN MINOR ARTERIAL (90' ROW)

SECTION 900 - DISCLAIMERS

PROJECT JOB NUMBER: FUR24002

- 1 Estimate does not include:
 - Mobilization or Insurance
 - Franchise Utility Relocations - gas, electric, telephone, street lights, etc.
 - Offsite Franchise Utility Extensions & Installations - gas, electric, telephone, etc.
 - Impact fees
 - SWPPP Required Inspections during construction (SWPPP Document is included in Engineering Cost)
- 2 The unit prices contained within this preliminary cost opinion are based on an average bid prices, as presented to the Engineer, for similar jobs within the local area over the preceding 6-12 months. Unit prices are subject to change at any time without the Engineer's knowledge. The Engineer is not a professional estimator, for a comprehensive estimate, a professional estimator should be consulted.
- 3 Per the Town of Flower Mound there are no required Inspection Fees.
- 4 Efforts were made to identify all cost items identified within the project. It is possible that some items have been inadvertently omitted or the quantities may be different than the actual amount depicted within the plans.
- 5 This Preliminary Opinion of Probable Cost assumes that the pavement subgrade treatment is to be lime and not cement stabilized, with a 8% lime added. Actual treatment is to be determined by the Geotechnical Report.
- 6 Testing is assumed to be 3% of the cost of improvements.
- 7 The model used to calculate volume for cut and fill values is to top of pavement. The volume for pavement thickness was added to the Unclassified Excavation for the purposes of this estimate. See attached volume exhibit for more detailed information.
- 8 Unclassified Excavation is the total site cut and no cut factor was applied to the calculation.
- 9 Unclassified Placement is the total site fill and no fill factor was applied to the calculation.
- 10 Bonds are calculated to be 1% of the total construction cost, not including the Dmeolition, Excavation, and Erosion Control costs.
- 11 Utility spoils are incidental to the installation of the pipe, therefore the cost is included within the unit price for each utility.



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972-436-9712

TBPE FIRM NO. 19762

TBPLS FIRM NO. 10194440

ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

PROJECT: FURST RANCH PARKWAY - PROJECT F - WATER MAIN (CHISHOLM TRAIL)

SECTION 400 - UTILITY IMPROVEMENTS - WATER

PROJECT JOB NUMBER: FUR24002

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL COST
1	12" PVC	LF	1,262	\$225.00	\$283,950.00
2	6" PVC	LF	12	\$46.50	\$558.00
3	2" PVC - IRRIGATION PIPE	LF	22	\$10.00	\$220.00
4	12" GATE VALVES	EA	11	\$4,600.00	\$50,600.00
5	6" GATE VALVES	EA	2	\$1,600.00	\$3,200.00
6	20" X 12" TAPPING SLEEVE AND VALVE	EA	1	\$25,000.00	\$25,000.00
7	12" X 6" TEE	EA	2	\$1,500.00	\$3,000.00
8	12" X 12" TEE	EA	3	\$3,000.00	\$9,000.00
9	12" 11.25 DEGREE DI BEND	EA	1	\$900.00	\$900.00
10	12" PVC PLUG	EA	1	\$425.00	\$425.00
11	STANDARD FIRE HYDRANTS	EA	5	\$7,000.00	\$35,000.00
12	2" IRRIGATION TAP	EA	2	\$3,000.00	\$6,000.00
13	1" IRRIGATION METER BOX	EA	1	\$175.00	\$175.00
14	1.5" IRRIGATION METER BOX	EA	1	\$1,250.00	\$1,250.00
15	1" IRRIGATION METER	EA	1	\$1,000.00	\$1,000.00
16	1.5" IRRIGATION METER	EA	1	\$1,750.00	\$1,750.00
17	12"X6" REDUCER	EA	3	\$525.00	\$1,575.00
18	TRENCH SAFETY	LF	1,274	\$1.00	\$1,274.00
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		SUBTOTAL CONST. COST			\$424,877.00
PREPARED BY:	MARTIN MIRZAIE	ENGINEERING	8%	\$33,990.16	
REVIEWED BY:	NICOLAS EHRINGER	SURVEYING	2%	\$8,497.54	
APPROVED BY:	JAY REISSIG	CONTINGENCY	10%	\$42,487.70	
Date:	Monday, October 27, 2025	TOTAL WATER COST			\$509,852.40



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972-436-9712

TBPE FIRM NO. 19762

TBPLS FIRM NO. 10194440

ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

PROJECT: FURST RANCH PARKWAY - PROJECT F - WATER MAIN (CHISHOLM TRAIL)

SECTION 900 - DISCLAIMERS

PROJECT JOB NUMBER: FUR24002

- 1 Estimate does not include:
 - Mobilization or Insurance
 - Franchise Utility Relocations - gas, electric, telephone, street lights, etc.
 - Offsite Franchise Utility Extensions & Installations - gas, electric, telephone, etc.
 - Impact fees
 - SWPPP Required Inspections during construction (SWPPP Document is included in Engineering Cost)
- 2 The unit prices contained within this preliminary cost opinion are based on an average bid prices, as presented to the Engineer, for similar jobs within the local area over the preceding 6-12 months. Unit prices are subject to change at any time without the Engineer's knowledge. The Engineer is not a professional estimator, for a comprehensive estimate, a professional estimator should be consulted.
- 3 Per the Town of Flower Mound there are no required Inspection Fees.
- 4 Efforts were made to identify all cost items identified within the project. It is possible that some items have been inadvertently omitted or the quantities may be different than the actual amount depicted within the plans.
- 5 Testing is assumed to be 3% of the cost of improvements.
- 6 Bonds are caculated to be 1% of the total construction cost, not including the Dmeolition, Excavation, and Erosion Control costs.
- 7 Utility spoils are incidental to the installation of the pipe, therefore the cost is included within the unit price for each utility.
- 8 Utility spoils are incidental to the installation of the pipe, therefore the cost is included within the unit price for each utility.



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TBPE FIRM NO. 19762

TBPLS FIRM NO. 10194440

ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

PROJECT: FURST RANCH - PROJECT G - SANITARY SEWER (NORTH OF 1171)

SECTION 200 - UTILITY IMPROVEMENTS - SANITARY SEWER

PROJECT JOB NUMBER: FUR24002

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL COST
1	CONNECT TO EX. 15" SANITARY SEWER LINE STUB	EA	1	\$2,500.00	\$2,500.00
2	8" SDR 35 PVC SANITARY SEWER	LF	190	\$55.00	\$10,450.00
3	12" SDR 26 PVC SANITARY SEWER	LF	402	\$150.00	\$60,300.00
4	15" SDR 26 PVC SANITARY SEWER	LF	954	\$275.00	\$262,350.00
5	6' ARMOROCK POLYMER DIAMETER MANHOLE	EA	1	\$85,000.00	\$85,000.00
6	5' ARMOROCK POLYMER DIAMETER MANHOLE	EA	6	\$75,000.00	\$450,000.00
7	4' ARMOROCK POLYMER DIAMETER MANHOLE	EA	3	\$65,000.00	\$195,000.00
8	TRENCH SAFETY	LF	1,546	\$1.00	\$1,546.00
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		SUBTOTAL CONST. COST			\$1,067,146.00
	PREPARED BY:	MARTIN MIRZAIE	ENGINEERING	8%	\$85,371.68
	REVIEWED BY:	NICOLAS EHRINGER	SURVEYING	2%	\$21,342.92
	APPROVED BY:	JAY REISSIG	CONTINGENCY	10%	\$106,714.60
Date:	Monday, October 27, 2025		TOTAL SAN. SEW. COST		\$1,280,575.20



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TBPE FIRM NO. 19762

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ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

PROJECT: FURST RANCH - PROJECT G - SANITARY SEWER (NORTH OF 1171)

SECTION 900 - DISCLAIMERS

PROJECT JOB NUMBER: FUR24002

- 1 Estimate does not include:
 - Mobilization or Insurance
 - Franchise Utility Relocations - gas, electric, telephone, street lights, etc.
 - Offsite Franchise Utility Extensions & Installations - gas, electric, telephone, etc.
 - Impact fees
 - SWPPP Required Inspections during construction (SWPPP Document is included in Engineering Cost)
- 2 The unit prices contained within this preliminary cost opinion are based on an average bid prices, as presented to the Engineer, for similar jobs within the local area over the preceding 6-12 months. Unit prices are subject to change at any time without the Engineer's knowledge. The Engineer is not a professional estimator, for a comprehensive estimate, a professional estimator should be consulted.
- 3 Per the Town of Flower Mound there are no required Inspection Fees.
- 4 Efforts were made to identify all cost items identified within the project. It is possible that some items have been inadvertently omitted or the quantities may be different than the actual amount depicted within the plans.
- 5 Testing is assumed to be 3% of the cost of improvements.
- 6 Bonds are calculated to be 1% of the total construction cost, not including the Dmeolition, Excavation, and Erosion Control costs.
- 7 Utility spoils are incidental to the installation of the pipe, therefore the cost is included within the unit price for each utility.



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ENGINEER'S OPINION OF PROBABLE COST

PROJECT: FURST RANCH - PROJECT H - SANITARY SEWER (SOUTH OF 1171)

SECTION 100 - DEMOLITION, EXCAVATION AND EROSION CONTROL

PROJECT JOB NUMBER: FUR24001

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL COST
1	CLEARING AND GRUBBING	AC	1.8	\$3,000.00	\$5,400.00
2	UNCLASSIFIED EXCAVATION (PIPE SPOILS) ^{6, 7, 8 & 9}	CY	1,684	\$3.25	\$5,473.00
3	CONSTRUCTION ENTRANCE	EA	2	\$5,000.00	\$10,000.00
4	SILT FENCE	LF	3,945	\$2.00	\$7,890.00
5	REMOVE AND REPLACE EX. GRAVEL DRIVEWAY	SF	195	\$10.00	\$1,950.00
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		SUBTOTAL CONST. COST			\$30,713.00
	PREPARED BY:	MARTIN MIRZAIE	ENGINEERING	8%	\$2,457.04
	REVIEWED BY:	NICOLAS EHRINGER	SURVEYING	2%	\$614.26
	APPROVED BY:	JAY REISSIG	CONTINGENCY	10%	\$3,071.30
Date:	Monday, October 27, 2025		TOTAL DEMO, EXCA. & ECP COST		\$36,855.60



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ENGINEER'S OPINION OF PROBABLE COST

PROJECT: FURST RANCH - PROJECT H - SANITARY SEWER (SOUTH OF 1171)

SECTION 900 - DISCLAIMERS

PROJECT JOB NUMBER: FUR24001

- 1 Estimate does not include:
 - Mobilization or Insurance
 - Franchise Utility Relocations - gas, electric, telephone, street lights, etc.
 - Offsite Franchise Utility Extensions & Installations - gas, electric, telephone, etc.
 - Impact fees
 - SWPPP Required Inspections during construction (SWPPP Document is included in Engineering Cost)
- 2 The unit prices contained within this preliminary cost opinion are based on an average bid prices, as presented to the Engineer, for similar jobs within the local area over the preceding 6-12 months. Unit prices are subject to change at any time without the Engineer's knowledge. The Engineer is not a professional estimator, for a comprehensive estimate, a professional estimator should be consulted.
- 3 Per the Town of Flower Mound there are no required Inspection Fees.
- 4 Efforts were made to identify all cost items identified within the project. It is possible that some items have been inadvertently omitted or the quantities may be different than the actual amount depicted within the plans.
- 5 Testing is assumed to be 3% of the cost of improvements.
- 6 Dirt removal from the installation of the sanitary sewer and manholes will be allowed to be spread out in the areas identified with the Furst Ranch Phase 1 - Infrastructure - on the north side of FM 1171. See Phase 1 Infrastructure plans for additional information.
- 7 The model used to calculate volume for cut and fill values is to top of pavement. The volume for pavement thickness was added to the Unclassified Excavation for the purposes of this estimate. See attached volume exhibit for more detailed information.
- 8 Unclassified Excavation is the total site cut and no cut factor was applied to the calculation.
- 9 Unclassified Placement is the total site fill and no fill factor was applied to the calculation.
- 10 Bonds are calculated to be 1% of the total construction cost, not including the Dmeolition, Excavation, and Erosion Control costs.
- 11 Utility spoils are incidental to the installation of the pipe, therefore the cost is included within the unit price for each utility.



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TBPE FIRM NO. 19762

TBPLS FIRM NO. 10194440

ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

PROJECT: FURST RANCH - PROJECT I - WATER REUSE

SECTION 500 - UTILITY IMPROVEMENTS - REUSE LINE

PROJECT JOB NUMBER: FUR24002

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL COST
1	12" PVC PURPLE C900 DR18	LF	2,776	\$225.00	\$624,600.00
2	12" X 8" TEE	EA	4	\$3,500.00	\$14,000.00
3	12" PVC PLUG	EA	5	\$750.00	\$3,750.00
4	12" PVC 11.25 DEGREE BEND	EA	2	\$1,200.00	\$2,400.00
5	TRENCH SAFETY	EA	2,776	\$1.00	\$2,776.00
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		SUBTOTAL CONST. COST			\$647,526.00
PREPARED BY:	MARTIN MIRZAIE	ENGINEERING	8%	\$51,802.08	
REVIEWED BY:	NICOLAS EHRINGER	SURVEYING	2%	\$12,950.52	
APPROVED BY:	JAY REISSIG	CONTINGENCY	10%	\$64,752.60	
Date:	Monday, October 27, 2025	TOTAL REUSE WATER COST			\$777,031.20



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TBPE FIRM NO. 19762

TBPLS FIRM NO. 10194440

ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

PROJECT: FURST RANCH - PROJECT I - WATER REUSE

SECTION 900 - DISCLAIMERS

PROJECT JOB NUMBER: FUR24002

- 1 Estimate does not include:
 - Mobilization or Insurance
 - Franchise Utility Relocations - gas, electric, telephone, street lights, etc.
 - Offsite Franchise Utility Extensions & Installations - gas, electric, telephone, etc.
 - Impact fees
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- 2 The unit prices contained within this preliminary cost opinion are based on an average bid prices, as presented to the Engineer, for similar jobs within the local area over the preceding 6-12 months. Unit prices are subject to change at any time without the Engineer's knowledge. The Engineer is not a professional estimator, for a comprehensive estimate, a professional estimator should be consulted.
- 3 Per the Town of Flower Mound there are no required Inspection Fees.
- 4 Efforts were made to identify all cost items identified within the project. It is possible that some items have been inadvertently omitted or the quantities may be different than the actual amount depicted within the plans.
- 5 Testing is assumed to be 3% of the cost of improvements.
- 6 Bonds are calculated to be 1% of the total construction cost, not including the Dmeolition, Excavation, and Erosion Control costs.
- 7 Utility spoils are incidental to the installation of the pipe, therefore the cost is included within the unit price for each utility.



McADAMS

The John R. McAdams Company, Inc.
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CLIENT

1171 COMMERCIAL, LLC
2591 LAKESIDE PARKWAY, SUITE 100
FLOWER MOUND, TEXAS, 75022
MR. JACK FURST
PHONE: 972.982.8250



FURST-RANCH

**FURST RANCH PHASE I
INFRASTRUCTURE
ROADWAY EXHIBIT
INTERSECTION OF FM 1171 & US 377
TOWN OF FLOWER MOUND**

PRELIMINARY
NOT FOR CONSTRUCTION

REVISIONS

NO. DATE DESCRIPTION

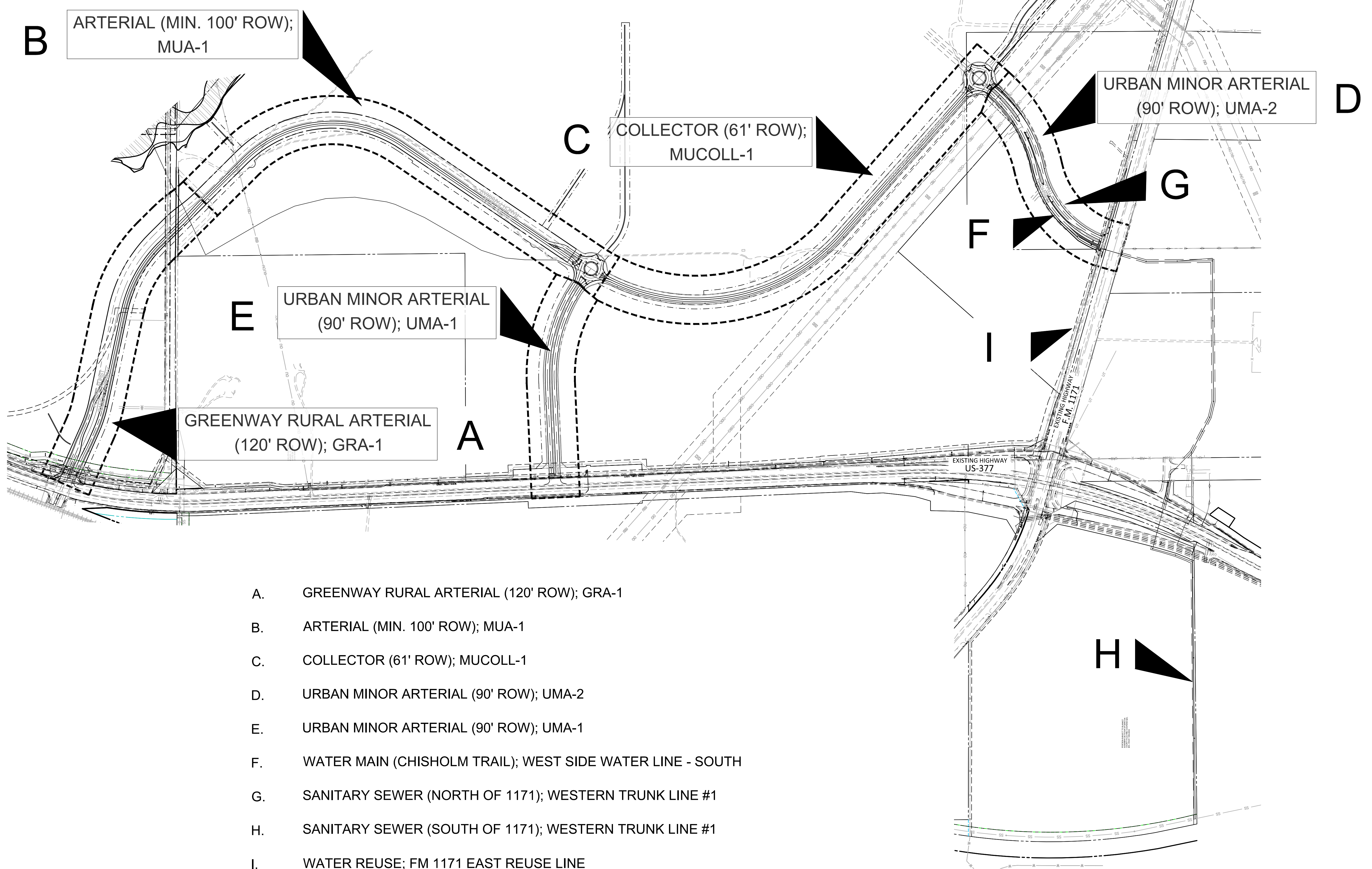
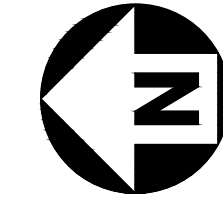
PLAN INFORMATION

PROJECT NO. FUR24002
FILENAME FUR24002-OA
CHECKED BY JR
DRAWN BY MM
SCALE N.T.S.
DATE 8/15/2025

SHEET

ROADWAY EXHIBIT

EX



- A. GREENWAY RURAL ARTERIAL (120' ROW); GRA-1
- B. ARTERIAL (MIN. 100' ROW); MUA-1
- C. COLLECTOR (61' ROW); MUCOLL-1
- D. URBAN MINOR ARTERIAL (90' ROW); UMA-2
- E. URBAN MINOR ARTERIAL (90' ROW); UMA-1
- F. WATER MAIN (CHISHOLM TRAIL); WEST SIDE WATER LINE - SOUTH
- G. SANITARY SEWER (NORTH OF 1171); WESTERN TRUNK LINE #1
- H. SANITARY SEWER (SOUTH OF 1171); WESTERN TRUNK LINE #1
- I. WATER REUSE; FM 1171 EAST REUSE LINE

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CLIENT

1171 COMMERCIAL, LLC
2591 LAKESIDE PARKWAY, SUITE 100
FLOWER MOUND, TEXAS, 75022
MR. JACK FURST
PHONE: 972.982.8250



FURST-RANCH

**FURST RANCH PHASE I
INFRASTRUCTURE
EXHIBIT C
INTERSECTION OF FM 1171 & US 377
TOWN OF FLOWER MOUND**

REVISIONS

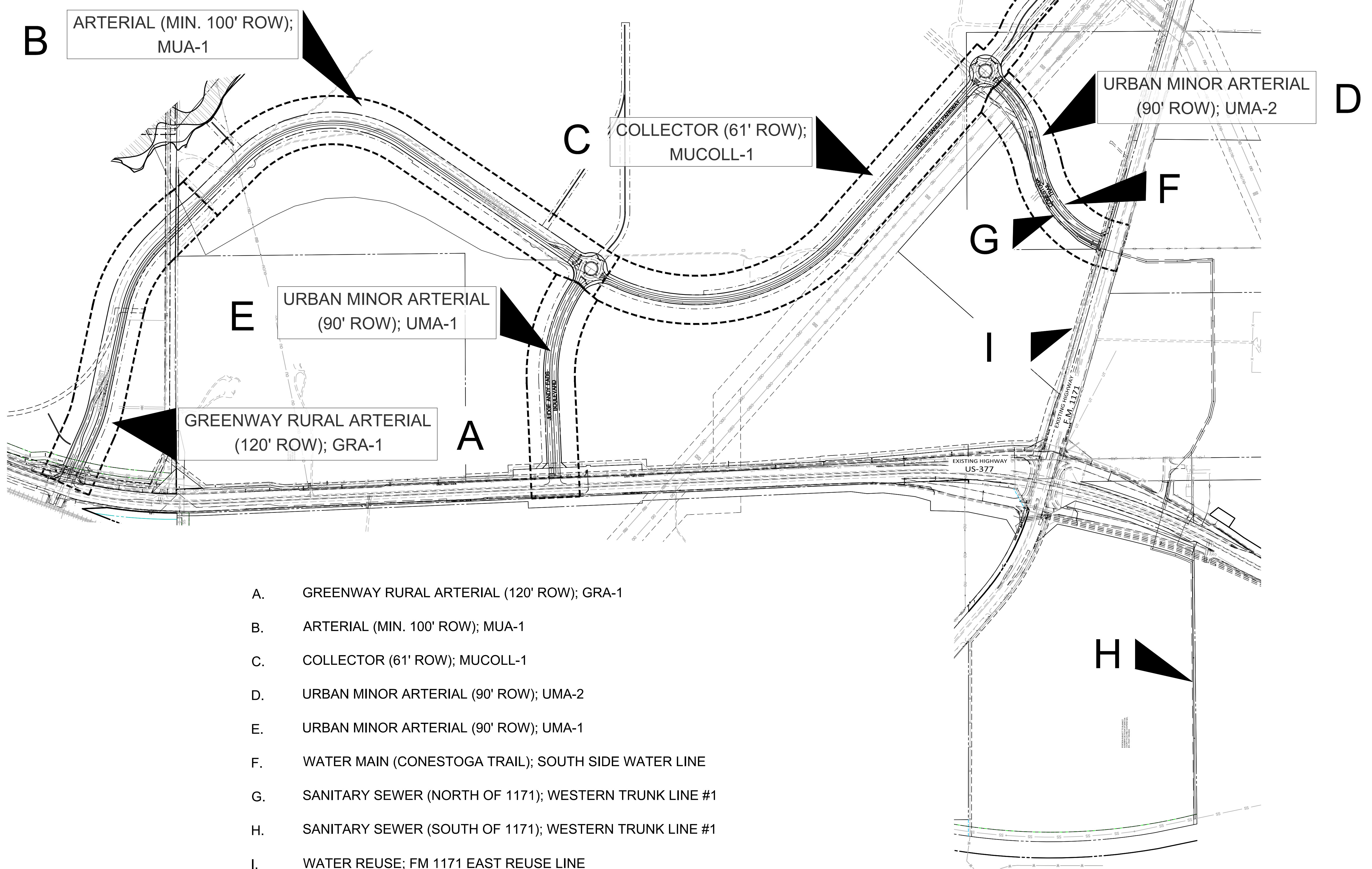
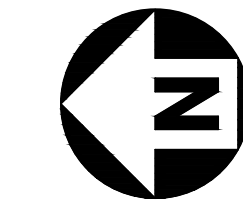
NO.	DATE	DESCRIPTION

PLAN INFORMATION

PROJECT NO.	FUR24002
FILENAME	FUR24002-OA
CHECKED BY	JR
DRAWN BY	MM
SCALE	N.T.S.
DATE	2/23/2026

SHEET

EXHIBIT C



- A. GREENWAY RURAL ARTERIAL (120' ROW); GRA-1
- B. ARTERIAL (MIN. 100' ROW); MUA-1
- C. COLLECTOR (61' ROW); MUCOLL-1
- D. URBAN MINOR ARTERIAL (90' ROW); UMA-2
- E. URBAN MINOR ARTERIAL (90' ROW); UMA-1
- F. WATER MAIN (CONESTOGA TRAIL); SOUTH SIDE WATER LINE
- G. SANITARY SEWER (NORTH OF 1171); WESTERN TRUNK LINE #1
- H. SANITARY SEWER (SOUTH OF 1171); WESTERN TRUNK LINE #1
- I. WATER REUSE; FM 1171 EAST REUSE LINE

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