

CHAPTER 380 AGREEMENT
CITY OF MANSFIELD, TEXAS
AND
SW MANSFIELD DEVELOPMENT II, LLC

This Chapter 380 Agreement (“**Agreement**”) is made and entered into by and between the City of Mansfield, Texas (“**City**”) and SW Mansfield Development II, LLC, a Texas limited liability company (“**Developer**”). Developer and the City may sometimes hereafter be referred to individually as a “party” or collectively as the “parties.”

RECITALS:

WHEREAS, Developer owns approximately 11.20 acres of real property as more particularly described and shown on the attached Exhibit A (the “**Property**”); and

WHEREAS, Developer intends to make a significant capital investment to make improvements to the Property with the development of residential construction, consisting of 342 multifamily units (the “**Project**”); and

WHEREAS, City desires to make available a Start-Up Grant, hereinafter defined, to Developer for the Project; and

WHEREAS, City possesses the legal and statutory authority under Chapter 380 of the Texas Local Government Code to create programs to promote local economic development and to stimulate business and commercial activity within the City; and

WHEREAS, City has determined that payment of the Start-Up Grant is in the best interest of the City and will serve the public purpose of promoting local economic development, will diversify the economy of the state and the City, will assist in eliminating unemployment and underemployment in the state and the City, and will enhance business and commercial activity within the City.

NOW THEREFORE, in consideration of the recitals above and the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

“**Commencement of Construction**” shall mean the date that the Developer has submitted to the City all documents and information required for the City to issue the grading permit for the Project.

“**Effective Date**” shall mean of the date this Agreement is executed by the City.

“**Force Majeure**” shall mean any contingency or cause beyond the reasonable control of the Developer created by acts of God or the public enemy, war, riot, terrorism, civil commotion, insurrection, governmental or de facto governmental action including, but not limited to, government actions pertaining to the determination of flood zones or FEMA actions (unless caused by acts or omissions of the Developer), fire, explosion or flood, strikes; provided, however, that (a) the event giving rise to Force Majeure was not caused by the act or omission of the Developer and makes the performance of any obligation created under this Agreement illegal or impossible; and (b) the Developer gives reasonable notice of the event giving rise to Force Majeure and exercises all reasonable diligence to remove the cause of Force Majeure.

“**Local Sales Tax**” shall mean the one percent (1%) sales and use tax imposed by the City for its general fund, pursuant to Chapter 321, Texas Tax Code, as amended.

“**Start-Up Grant**” shall have the meaning set forth in Section 5.1 of this Agreement.

“**Start-Up Materials**” shall have the meaning set forth in Section 5.1 of this Agreement.

“**Start-Up Period**” shall have the meaning set forth in Section 5.1 of this Agreement.

“**Tax Adjustment**” shall have the meaning set forth in Section 5.1 of this Agreement.

“**Taxable Item(s)**” shall have the same meaning as assigned by Chapter 151, Texas Tax Code, as amended.

ARTICLE 2 TERM

2.01 Term. The term of this Agreement shall commence on the Effective Date and shall continue until the parties have fully satisfied all terms and conditions of this Agreement unless sooner terminated as provided herein.

ARTICLE 3 TERMINATION

3.02 Termination. Should the Developer change ownership, cease to exist as a corporate entity, terminate by operation of law, file for bankruptcy, or attempt to assign its rights under this Agreement without notification to the City for any reason, then such event shall constitute an Event of Default under this Agreement.

ARTICLE 4 GENERAL PROVISIONS

4.01 Entire Agreement. This Agreement and its exhibits contain the entire agreement between the parties.

4.02 Amendment. This Agreement may only be amended, altered, or revoked by written instrument signed by Developer and the City.

4.03 Assignment. This Agreement shall be binding on and inure to the benefit of the parties, their respective authorized successors and assigns. Developer may not assign any portion of this Agreement without the prior written approval of the City Council of the City.

4.04 Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party.

4.05 Choice of Law/Venue/Attorney Fees. The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation its validity, interpretation, construction, performance and enforcement. Each party hereby irrevocably and unconditionally consents, accepts, and agrees to submit to the exclusive jurisdiction of any state or federal court in Tarrant County, Texas, with respect to any dispute, action, suit or proceeding arising out of, based upon, or relating to, this Agreement. If either party employs an attorney or attorneys to enforce any of the provisions hereof, or to recover damages for the breach of this Agreement, the non-prevailing party in any final judgment or award agrees to pay the other party all reasonable costs, charges and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

4.06 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

4.07 No Joint Venture. Nothing contained in this Agreement is intended by the parties to create a company or joint venture between the parties.

4.08 Limitation of Liability. The parties further agree that neither party will be liable to the other under this Agreement for indirect, special, consequential (including lost profits), or exemplary damages.

4.09 Governmental Functions and Immunity. The parties hereby acknowledge and agree that City is entering into this Agreement pursuant to its governmental functions and that nothing contained in this Agreement shall be construed as constituting a waiver of City's police power, legislative power, or governmental immunity from suit or liability, which are expressly reserved to the extent allowed by law. The parties agree that this is not an Agreement for goods or services to City. To the extent a Court of competent jurisdiction determines that City's governmental immunity from suit or liability is waived in any manner, or that this Agreement is subject to the provisions of Chapter 271 of the Texas Local Gov't Code, as amended, City's immunity from suit may be waived only as set forth in Subchapter I of Chapter 271, Texas Local Gov't Code. Further, the parties agree that this Agreement is made subject to all applicable provisions of the Texas Civil Practice and Remedies Code, including but not limited to all defenses, limitations, and exceptions to the limited waiver of immunity from liability provided in Chapter 101 and Chapter 75.

4.10 Representations and Warranties. Developer represents and warrants that it has the requisite authority to enter into this Agreement.

4.11 City Council Approval. This Agreement is not valid unless first approved by the City Council of the City of Mansfield.

4.12 Section or Other Headings. Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

4.13 Severability. In the event any provision of this Agreement is ruled illegal, invalid, or unenforceable by any court of proper jurisdiction, under present or future laws, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

4.14 Texas Boycott Prohibitions. To the extent required by Texas law, Developer verifies that: (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not during the term of this Agreement discriminate against a firearm entity or firearm trade association; (2) it does not “boycott Israel” as that term is defined in Texas Government Code § 808.001 and 2271.001, as amended, it will not boycott Israel during the term of this Agreement; (3) it does not “boycott energy companies,” as those terms are defined in Texas Government Code §§ 809.001 and 2276.001, and it will not boycott energy companies during the term of this Agreement; (4) it does not engage in scrutinized business operations with Sudan, Iran, or designated foreign terrorist organization as defined in Texas Government Code, Chapter 2270; and (5) It is not owned by or the majority of its stock or other ownership interest is held or controlled by i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country as defined by Texas Government Code § 2275.0101; or ii) 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, or a designated country; nor is it headquartered in China, Iran, North Korea, Russia, or a designated country.

4.15 Program. A program authorized under Chapter 380 of the Texas Local Government Code is hereby established to enhance development opportunities along Broad Street within the “Reserve” of the City, and to further the diversification of the land uses in the City. The terms of this Agreement implement the program.

4.16 Employment of Undocumented Workers. During the term of this Agreement, the Developer agrees not to knowingly employ any undocumented workers, and if convicted of a violation under 8 U.S.C Section 1324a(f), the Developer shall repay the grants herein and any other funds received from the City as of the date of such violation within 120 calendar days after the date the Developer is notified by the City of such violation, plus interest at the rate of 6% compounded annually from the date of violation until paid. Developer is not liable for a violation of this paragraph by a subsidiary, Affiliate, or franchisees, or by a Person with whom Developer contracts.

4.17 380 Grant Limitations. Under no circumstances shall the obligations of the City hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision; provided, however, the City agrees during the term of this Agreement to make a good faith effort to appropriate funds to pay the grant for this Agreement. Further, City shall not be obligated to pay any lienholder, commercial bank, lender, or similar Person or financial institution for any loan or credit agreement made by the Developer. None of the obligations of City under this Agreement shall be pledged or otherwise encumbered by the Developer in favor of any lienholder, commercial bank, lender, or similar Person, or financial institution.

4.18 Public Information. Notwithstanding any other provision to the contrary in this Agreement, all information, documents, and communications relating to this Agreement may be subject to the Texas Public Information Act and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Texas Public Information Act. In addition to the foregoing sentence, the City shall submit to the comptroller the information as required by Texas Local Gov't Code Sec. 380.004, and any other information the comptroller considers necessary to operate and update the database described by Section 403.0246(c), Government Code.

4.19 Full Execution Required. This Agreement will not be binding on either party unless fully executed by both parties.

ARTICLE 5 ECONOMIC DEVELOPMENT INCENTIVES

5.1 Start-Up Grant. Subject to the terms and conditions of this Agreement, the City agrees to provide to the Developer an annual economic development grant in an amount equal to one hundred percent (100%) of the Local Sales Tax paid on any Taxable Items, including but not limited to construction materials, equipment, furniture and fixtures, but excluding inventory ("**Start-Up Materials**"), on which Local Sales Tax was paid by the Developer relating to, or in connection with, development of the Property, during the period beginning at the Commencement of Construction, and ending on the earlier of (i) the sixth anniversary of the date of the Commencement of Construction; or (ii) the date that the Developer receives a final certificate of occupancy for the Project (the "**Start-Up Period**"). This grant shall be referred to as the "**Start-Up Grant.**"

5.1.1 The Developer shall provide a statement (the "**Sales Tax Receipt Statement**") in a form reasonably acceptable to the City setting forth the City's receipts from the State of Texas from the collection of the Local Sales Tax for the sale to and purchase by the Developer of Start-Up Materials during the Start-Up Period, which are to be used to determine the amount and eligibility of the Start-Up Grant, together with such supporting documentation, and additional documentation as the City may reasonably request. The Sales Tax Receipt Statement shall be accompanied by the following:

- a) A schedule detailing the amount of the Local Sales Tax collected and/or paid to the State of Texas as a result of the sale to and purchase by the Developer of Start-Up Materials during the Start-Up Period;

b) Documentation reasonably establishing amounts of Local Sales Tax paid by the Developer, which may include a copy of receipts received, sales and use tax returns and reports, sales and use tax prepayment returns, direct payment permits and reports, including amended sales and use tax returns or reports, filed by the Developer showing the Local Sales Tax collected (including Local Sales Tax paid directly to the State of Texas) for the sale to and purchase by the Developer of Start-Up Materials during the Start-Up Period; and

c) Information concerning any refund or credit received by the Developer of the Local Sales Tax paid by the Developer (including any Local Sales Tax paid directly to the State of Texas) which has previously been reported by the Developer as Local Sales Tax paid or collected during the Start-Up Period.

5.1.2 In the event the State of Texas determines that the City erroneously received sales tax receipts, or that the amount of sales and use tax paid by the State of Texas to the City exceeds the correct amount of sales and use tax applicable to the Start-Up Grant, the Developer shall, within one hundred twenty (120) days after receipt of notification thereof from the City specifying the amount by which such Start-Up Grant exceeded the amount to which the Developer was entitled pursuant to such State of Texas determination, pay such amount to the City. As a condition precedent to payment of such refund, the City shall provide the Developer with a copy of such determination by the State of Texas. The provisions of this section 5.1.2 shall survive no more than four (4) years after the termination of this Agreement. If the City receives notice from the State of Texas of any audit or inquiry that may result in an obligation for the Developer to make a payment to the City under this section (a “**Tax Adjustment**”), the City will notify the Developer within fourteen (14) days of receipt of such notice. At the request of the Developer, the City will use its best efforts to cooperate with the Developer to contest the Tax Adjustment. To the greatest extent allowed by applicable law, the City will allow the Developer or its designated representatives the right to be responsible for contesting the Tax Adjustment. Failure by the City to provide notice within the time periods outlined in this section 5.1.2 shall not relieve the Developer of its obligations in this Section 5.1.2.

5.1.3 In the event the Developer files an amended sales and use tax return, or report with the State of Texas, or if additional sales and use tax is due and owing, as determined or approved by the State of Texas, affecting sales tax receipts for the Start-Up Grant, the City shall pay to the Developer any underpayment of the Start-Up Grant, provided the City has received sales tax receipts attributed to such adjustment. As a condition precedent to payment of such adjustment, the Developer shall provide the City with a copy of any amended sales and use tax report or return made available to the Developer, any relevant receipts, or any relevant direct payment and self-assessment returns. The provisions of this section 5.1.3 shall survive no more than four (4) years after the termination of this Agreement.

5.1.4 Under no circumstances shall the City be obligated to pay the Start-Up Grant unless the City has received Local Sales Tax receipts for the Start-Up Period attributable to the sale to and purchase by the Developer of Start-Up Materials during the Start-Up Period and has received the Sales Tax Receipt Statement. Start-Up Grant disbursements by the City shall be based on actual Local Sales Tax Receipts disbursed to the City by the State of Texas.

**ARTICLE 6
INDEMNIFICATION**

DEVELOPER AGREES TO DEFEND, INDEMNIFY AND HOLD CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM (OTHER THAN CONSEQUENTIAL DAMAGES) FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY DEVELOPER'S BREACH OF THIS AGREEMENT OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION, BY ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY TO THE EXTENT THAT IT RESULTS FROM THE NEGLIGENCE OR FAULT OF CITY, ITS OFFICERS, AGENTS, EMPLOYEES, OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE/BREACH OF DEVELOPER AND CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR THREE (3) YEARS AFTER THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

**ARTICLE 7
DEFAULT AND RECAPTURE**

7.1.1 If the Developer breaches any of the provisions of this Agreement, then the City may provide the Developer notice of the breach and default (an "Event of Default").

7.1.2 If an Event of Default occurs, the City shall give the Developer written notice of such Event of Default, and if the Developer has not cured such Event of Default within sixty (60) calendar days of said written notice, this Agreement may be terminated or modified by the City; provided, however, that if such Event of Default is not reasonably susceptible of cure within such sixty (60) calendar days period and the Developer has commenced and is pursuing the cure of same, then the Developer may utilize an additional ninety (90) calendar days after written approval by the City.

7.1.3 If this Agreement is terminated by the City for any reason herein (i) the Start-Up Grant shall terminate for the year in which the notice of the Event of Default is given and all subsequent years; and (ii) the Start-Up Grant with respect to any year prior to the year in which such notice is given may be forfeited and recaptured by the City to ensure compliance with the

Texas Constitution and to protect the economic development and other public purposes of this Agreement; and (iii) Developer shall promptly reimburse the same to the City.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective as of the _ day of _____, 2023.

CITY OF MANSFIELD, TEXAS

By: _____
Matt Jones, Assistant City Manager

Date: _____

SW Mansfield Development II, LLC,
a Texas limited liability company

By: SW Mansfield Development II, LLC,
a Texas limited liability company,
its manager

By: _____
Aaron Sherman, Manager

Date: _____

EXHIBIT "A"

Legal Description of the Property

TRACT 1:

BEING, all of that 9.052 acre (394,301 square foot) tract of land situated in the Elizabeth McAnier Survey, Abstract No. 1005, in the City of Mansfield, Tarrant County, Texas; being part of that tract of land described in Special Warranty Deed to Stephen Clare Horning-Lockwood as recorded in Volume 10470, Page 1069 of the Deed Records of Tarrant County, Texas; said 9.052 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING, at a 5/8-inch iron rod with "BGE" cap found for corner in the west line of said Horning-Lockwood tract; said point being in the east line of that tract of land described in Warranty Deed with Vendor's Lien to First Baptist Church of Mansfield as recorded in Volume 7667, Page 1119 of said Deed Records; said point being in the south right-of-way line of Domain Drive (60-foot right-of-way) as dedicated by plat of The Reserve at Mansfield, an addition to the City of Mansfield as recorded in Instrument Number D220091906 of the Plat Records of Tarrant County, Texas;

THENCE, North 59 degrees 34 minutes 19 seconds East, departing the west line of said Horning-Lockwood tract and the east line of said First Baptist Church tract, with the south line of said Domain Drive, a distance of 45.00 feet to a 5/8-inch iron rod with "BGE" cap set at the POINT OF BEGINNING;

THENCE, with the south line of said Domain Drive, the following four (4) courses and distances:

North 59 degrees 34 minutes 19 seconds East, a distance of 557.39 feet to a 5/8-inch iron rod with "BGE" cap found for corner at the beginning of a tangent curve to the right;

In a northeasterly direction, along said curve to the right, an arc length of 117.81 feet, having a radius of 145.00 feet, a central angle of 46 degrees 33 minutes 10 seconds, and a chord which bears North 82 degrees 50 minutes 53 seconds East, 114.60 feet to a 5/8-inch iron rod with "BGE" cap found for corner;

South 73 degrees 44 minutes 12 seconds East, a distance of 164.49 feet to a 5/8-inch iron rod with "BGE" cap found for corner at the beginning of a non-tangent curve to the right;

In a southeasterly direction, along said curve to the right, an arc length of 119.79 feet, having a radius of 785.37 feet, a central angle of 8 degrees 44 minutes 21 seconds, and a chord which bears South 69 degrees 10 minutes 27 seconds East, 119.67 feet to a 5/8-inch iron rod with "BGE" cap set for corner; from said point a 5/8-inch iron rod with "BGE" cap found for corner in the south line of said Domain Drive bears an arc length of 85.03 along said curve to the right;

THENCE, South 17 degrees 46 minutes 57 seconds East, departing the south line of said Domain Drive, a distance of 20.75 feet to a 5/8-inch iron rod with "BGE" cap set for corner;

THENCE, South 28 degrees 27 minutes 50 seconds West, a distance of 21.37 feet to a 5/8-inch iron rod with "BGE" cap set for corner at the beginning of a tangent curve to the left;

THENCE, in a southwesterly direction, along said curve to the left, an arc length of 345.76 feet, having a radius of 610.00 feet, a central angle of 32 degrees 28 minutes 35 seconds, and a chord which bears South 12 degrees 13 minutes 34 seconds West, 341.15 feet to a 5/8-inch iron rod with "BGE" cap set for corner;

THENCE, South 38 degrees 06 minutes 22 seconds West, a distance of 22.00 feet to a 5/8-inch iron rod with "BGE" cap set for corner at the beginning of a non-tangent curve to the left;

THENCE, in a southwesterly direction, along said curve to the left, an arc length of 75.65 feet, having a radius of 210.00 feet, a central angle of 20 degrees 38 minutes 28 seconds, and a chord which bears South 70 degrees 26 minutes 50 seconds West, 75.25 feet to a 5/8-inch iron rod with "BGE" cap set for corner;

THENCE, South 60 degrees 07 minutes 36 seconds West, a distance of 504.92 feet to a 5/8-inch iron rod with "BGE" cap set for corner;

THENCE, North 74 degrees 59 minutes 44 seconds West, a distance of 21.26 feet to a 5/8-inch iron rod with "BGE" cap set for corner;

THENCE, North 30 degrees 07 minutes 05 seconds West, a distance of 499.33 feet to a 5/8-inch iron rod with "BGE" cap set for corner;

THENCE, North 14 degrees 43 minutes 41 seconds East, a distance of 21.27 feet to the POINT OF BEGINNING and containing an area of 9.052 acres or 394,301 square feet of land, more or less.

TRACT 2:

BEING, all of that 2.097 acre (91,325 square foot) tract of land situated in the Elizabeth McAnier Survey, Abstract No. 1005, in the City of Mansfield, Tarrant County, Texas; being part of that tract of land described in Special Warranty Deed to Stephen Clare Horning-Lockwood as recorded in Volume 10470, Page 1069 of the Deed Records of Tarrant County, Texas; said 2.097 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING, at a 5/8-inch iron rod with "BGE" cap found for corner in the west line of said Horning-Lockwood tract; said point being in the east line of that tract of land described in Warranty Deed with Vendor's Lien to First Baptist Church of Mansfield as recorded in Volume 7667, Page 1119 of said Deed Records; said point being in the south right-of-way of Domain Drive (60-foot right-of-way) as dedicated by plat of The Reserve at Mansfield, an addition to the City of Mansfield as recorded in Instrument Number D220091906 of the Plat Records of Tarrant County, Texas;

THENCE, North 59 degrees 34 minutes 19 seconds East, departing the west line of said Horning-Lockwood tract and the east line of said First Baptist Church tract and along the south line of said Domain Drive, a distance of 45.00 feet to a 5/8-inch iron rod with "BGE" cap set for corner;

THENCE, South 14 degrees 43 minutes 41 seconds West, departing the south line of Domain Drive, a distance of 21.27 feet to a 5/8-inch iron rod with "BGE" cap set for corner;

THENCE, South 30 degrees 07 minutes 05 seconds East, a distance of 499.33 feet to a 5/8-inch iron rod with "BGE" cap set for corner;

THENCE, South 74 degrees 59 minutes 44 seconds East, a distance of 21.26 feet to a 5/8-inch iron rod with "BGE" cap set for corner;

THENCE, North 60 degrees 07 minutes 36 seconds East, a distance of 504.92 feet to a 5/8-inch iron rod with "BGE" cap set for corner at the beginning of a tangent curve to the right;

THENCE, in a northeasterly direction, along said curve to the right, an arc length of 75.65 feet, having a radius of 210.00 feet, a central angle of 20 degrees 38 minutes 28 seconds, and a chord which bears North 70 degrees 26 minutes 50 seconds East, 75.25 feet to a 5/8-inch iron rod with "BGE" cap set for corner;

THENCE, North 38 degrees 06 minutes 22 seconds East, a distance of 22.00 feet to a 5/8-inch iron rod with "BGE" cap set for corner at the beginning of a non-tangent curve to the right;

THENCE, in a northeasterly direction, said curve to the right, an arc length of 345.76 feet, having a radius of 610.00 feet, a central angle of 32 degrees 28 minutes 35 seconds, and a chord which bears North 12 degrees 13 minutes 34 seconds East, 341.15 feet to a 5/8-inch iron rod with "BGE" cap set for corner;

THENCE, North 28 degrees 27 minutes 50 seconds East, a distance of 21.37 feet to a 5/8-inch iron rod with "BGE" cap set for corner;

THENCE, North 17 degrees 46 minutes 57 seconds West, a distance of 20.75 feet to a 5/8-inch iron rod with "BGE" cap set for corner at the beginning of a non-tangent curve to the right; said point being in the south line of said Domain Drive;

THENCE, in a southeasterly direction, along the south line of said Domain Drive, along said curve to the right, an arc length of 85.03 feet, having a radius of 785.37 feet, a central angle of 06 degrees 12 minutes 12 seconds, and a chord which bears South 61 degrees 42 minutes 11 seconds East, 84.99 feet to a 5/8-inch iron rod with "BGE" cap found for corner;

THENCE, South 28 degrees 27 minutes 50 seconds West, departing the south line of said Domain Drive, a distance of 35.97 feet to a 5/8-inch iron rod with "BGE" cap set for corner at the beginning of a tangent curve to the left;

THENCE, in a southwesterly direction, along said curve to the left, an arc length of 320.77 feet, having a radius of 540.00 feet, a central angle of 34 degrees 02 minutes 04 seconds, and a chord which bears South 11 degrees 26 minutes 50 seconds West, 316.07 feet to a 5/8-inch iron rod with "BGE" cap set for corner;

THENCE, with a compound curve along said curve to the left, an arc length of 64.18 feet, having a radius of 540.00 feet, a central angle of 06 degrees 48 minutes 36 seconds, and a chord which bears South 08 degrees 58 minutes 32 seconds East, 64.15 feet to a 5/8-inch iron rod with "BGE" cap set for corner;

THENCE, South 80 degrees 55 minutes 57 seconds West, a distance of 84.06 feet to a 5/8-inch iron rod with "BGE" cap set for corner at the beginning of a tangent curve to the left;

THENCE, in a southwesterly direction, along said curve to the left, an arc length of 50.84 feet, having a radius of 140.00 feet, a central angle of 20 degrees 48 minutes 21 seconds, and a chord which bears South 70 degrees 31 minutes 46 seconds West, 50.56 feet to a 5/8-inch iron rod with "BGE" cap set for corner;

THENCE, South 60 degrees 07 minutes 36 seconds West, a distance of 549.62 feet to a 5/8-inch iron rod with "BGE" cap set for corner;

THENCE, North 30 degrees 07 minutes 05 seconds West, a distance of 599.04 feet to the POINT OF BEGINNING and containing an area of 2.097 acres or 91,325 square feet of land, more or less.