ORDINANCE NO. 0-2025-153

AN ORDINANCE ANNEXING ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF ROUND ROCK, TEXAS, TO WIT: 2.673 ACRES OF LAND SITUATED IN THE JOSEPH MOTT SURVEY, ABSTRACT NO. 427, WILLIAMSON COUNTY, TEXAS; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT SUCH AREA SHALL BECOME A PART OF THE CITY AND THAT THE OWNERS AND INHABITANTS THEREOF SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND TO BE HEREINAFTER ADOPTED; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

WHEREAS, the City of Round Rock, Texas (the "City") is a duly constituted

Home Rule City pursuant to Chapter 9, Local Government Code, as amended; and

WHEREAS, the City desires to annex approximately 2.673 acres of land situated

in the Joseph Mott Survey, Abstract No. 427, Williamson County, Texas, being more

fully described and depicted in Exhibit "A," attached hereto and incorporated herein for

all purposes (collectively the "Property"); and

WHEREAS, pursuant to Texas Local Government Code, Chapter 43, Section

43.003, a home-rule municipality may extend to the boundaries of the municipality and annex area adjacent to the municipality; and

WHEREAS, Texas Local Government Code, Chapter 43, Subchapter C-3, authorizes municipalities to annex an area on the request of all property owners in an area; and

WHEREAS, the City has received a petition for annexation from all property owners for the 2.673 acre tract further described in Exhibit "A;" and

WHEREAS, the petition for annexation is attached as Exhibit "B" hereto and

incorporated herein for all purposes; and

WHEREAS, in accordance with Texas Local Government Code, Chapter 43, Subchapter C-3, Section 43.0672, the City has negotiated and entered into a written agreement dated June 12, 2025, with the owners of the Property regarding the provision of services to the Property upon annexation, of which a copy of the applicable service plan and schedule is attached hereto and incorporated herein for all purposes as Exhibit "C;" and

WHEREAS, the City Council provided public notice and held a public hearing on June 12, 2025, for all interested persons to attend and be heard in accordance with Texas Local Government Code, Chapter 43, Subchapter C-3, Section 43.0673; and

WHEREAS, the City has complied with all requirements established under the Texas Local Government Code necessary to take this action annexing the Property,

WHEREAS, the City Council hereby considers it appropriate to grant the petition for annexation, Now Therefore

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROUND ROCK, TEXAS:

I.

That all of the above premises are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

II.

That the City Council has heard the arguments for and against the annexation and has determined to grant the petition for annexation.

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That the property described in Exhibit "A" is hereby annexed and brought within the corporate limits of the City of Round Rock, Williamson County, Texas, and same is hereby made an integral part hereof.

IV.

That the owners and future inhabitants of the area herein annexed be entitled to all of the rights and privileges of other citizens and property owners of said City and are hereby bound by all acts, ordinances and all other legal action now in full force and effect and all those which may be hereafter adopted.

V.

That the official map and boundaries of the City, heretofore adopted and amended be and is hereby amended so as to include the aforementioned territory as part of the City of Round Rock, Texas.

VI.

That the City Manager is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed as required by law.

VII.

That this Ordinance shall become effective after its passage.

VIII.

That the City Clerk is hereby directed and authorized to file a certified copy of this Ordinance in the Office of the County Clerk of Williamson County, Texas.

IX.

If any section, subsection, sentence, phrase, or word of this Ordinance be found to be illegal, invalid or unconstitutional or if any portion of said property is incapable of

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being annexed by the City, for any reason whatsoever, the adjudication shall not affect any other section, sentence, phrase, word, paragraph or provision of this Ordinance or the application of any other section, sentence, phrase, word, paragraph or provision of any other Ordinance of the City. The City Council declares that it would have adopted the valid portions and applications of this Ordinance and would have annexed the valid property without the invalid part, and to this end the provisions of this Ordinance are declared to be severable.

Χ.

A. All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

B. The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.

C. The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this Ordinance and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Alternative 1.

By motion duly made, seconded and passed with an affirmative vote of all the Council members present, the requirement for reading this ordinance on two separate days was dispensed with.

READ, PASSED, and ADOPTED on first reading this _____ day of _____, 2025.

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Alternative 2.

READ and APPROVED on first reading this the _____ day of _____, 2025.

READ, APPROVED and ADOPTED on second reading this the _____ day of

_____, 2025.

CRAIG MORGAN, Mayor City of Round Rock, Texas

ATTEST:

ANN FRANKLIN, City Clerk

Exhibit "A"

Property Description

A 2.673 ACRE TRACT OF LAND SITUATED IN THE JOSEPH MOTT SURVEY, ABSTRACT NO. 427, WILLIAMSON COUNTY, TEXAS, BEING OUT OF THE REMAINDER OF A CALLED 1,629.95 ACRE TRACT, CONVEYED TO NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD., A TEXAS LIMITED PARTNERSHIP, RECORDED IN DOCUMENT NO. 9824078, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, (O.P.R.W.C.TX.)

[See attached map.]

EXHIBIT A LEGAL DESCRIPTION

DESCRIPTION OF A 2.673 ACRE TRACT OF LAND SITUATED IN THE JOSEPH MOTT SURVEY, ABSTRACT NO. 427, WILLIAMSON COUNTY, TEXAS, BEING OUT OF THE REMAINDER OF A CALLED 1,629.95 ACRE TRACT, CONVEYED TO NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD., A TEXAS LIMITED PARTNERSHIP, RECORDED IN DOCUMENT NO. 9824078, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, (O.P.R.W.C.TX.); SAID 2.673 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD FOUND WITH CAP STAMPED "PAPE DAWSON" (GRID COORDINATES N:10,187,814.43, E:3,145,527.69) FOR THE COMMON CORNER OF SAID REMAINDER TRACT, VIZCAYA, PHASE 3C, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2018080057, O.P.R.W.C.TX., AND VIZCAYA, PHASE 3B, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2017046096, O.P.R.W.C.TX., SAID POINT BEING THE SOUTHWEST CORNER AND **POINT OF BEGINNING** OF THIS TRACT, FROM WHICH A 1/2-INCH IRON ROD FOUND WITH CAP STAMPED "PAPE DAWSON" BEARS SOUTH 21 DEGREES 23 MINUTES 08 SECONDS EAST, A DISTANCE OF 196.60 FEET;

THENCE NORTH 21 DEGREES 23 MINUTES 08 SECONDS WEST, WITH THE COMMON LINE OF SAID REMAINDER TRACT AND VIZCAYA, PHASE 3C, A DISTANCE OF 80.35 FEET TO A CALCULATED POINT FOR THE NORTHWEST CORNER OF THIS TRACT, FROM WHICH A 1/2-INCH IRON ROD WITH CAP STAMPED "PAPE DAWSON" FOUND BEARS NORTH 21 DEGREES 23 MINUTES 08 SECONDS WEST, A DISTANCE OF 9.91 FEET;

THENCE OVER AND ACROSS SAID REMAINDER TRACT, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- 1. WITH A CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 328.89 FEET, A RADIUS OF 959.90 FEET, A DELTA ANGLE OF 19 DEGREES 37 MINUTES 52 SECONDS, AND A CHORD THAT BEARS NORTH 64 DEGREES 23 MINUTES 44 SECONDS EAST, A DISTANCE OF 327.28 FEET TO A CALCULATED POINT,
- 2. NORTH 54 DEGREES 34 MINUTES 48 SECONDS EAST, A DISTANCE OF 671.48 FEET TO A CALCULATED POINT AT THE BEGINNING OF A CURVE TO THE RIGHT,
- 3. WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 252.18 FEET, A RADIUS OF 1,039.90 FEET, A DELTA ANGLE OF 13 DEGREES 53 MINUTES 40 SECONDS, AND A CHORD THAT BEARS NORTH 61 DEGREES 31 MINUTES 38 SECONDS EAST, A DISTANCE OF 251.56 FEET TO A CALCULATED POINT, AND
- 4. NORTH 68 DEGREES 28 MINUTES 28 SECONDS EAST, A DISTANCE OF 203.11 FEET TO A CALCULATED POINT ON THE COMMON LINE OF SAID REMAINDER TRACT AND A CALLED 222.20 ACRE TRACT, CONVEYED TO DEBRA KAY BRIGGS, RECORDED IN DOCUMENT NO. 2023063688, O.P.R.W.C.TX., FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE SOUTH 21 DEGREES 20 MINUTES 22 SECONDS EAST, WITH THE COMMON LINE OF SAID REMAINDER TRACT AND SAID 222.20 ACRE TRACT, A DISTANCE OF 79.99 FEET TO A CALCULATED POINT FOR THE SOUTHEAST CORNER OF THIS TRACT, FROM WHICH A 1/2-INCH IRON ROD WITH CAP STAMPED "FOREST RPLS 1847" FOUND BEARS SOUTH 21 DEGREES 20 MINUTES 22 SECONDS EAST, A DISTANCE OF 851.99 FEET; **THENCE** OVER AND ACROSS SAID REMAINDER TRACT, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- 1. SOUTH 68 DEGREES 28 MINUTES 28 SECONDS WEST, A DISTANCE OF 202.85 FEET TO A CALCULATED POINT AT THE BEGINNING OF A CURVE TO THE LEFT,
- WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 232.78 FEET, A RADIUS OF 959.90 FEET, A DELTA ANGLE OF 13 DEGREES 53 MINUTES 40 SECONDS, AND A CHORD THAT BEARS SOUTH 61 DEGREES 31 MINUTES 38 SECONDS WEST, A DISTANCE OF 232.21 FEET TO A CALCULATED POINT,
- 3. SOUTH 54 DEGREES 34 MINUTES 48 SECONDS WEST, A DISTANCE OF 671.48 FEET TO A CALCULATED POINT AT THE BEGINNING OF A CURVE TO THE RIGHT, AND
- 4. WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 348.46 FEET, A RADIUS OF 1,039.90 FEET, A DELTA ANGLE OF 19 DEGREES 11 MINUTES 58 SECONDS, AND A CHORD THAT BEARS SOUTH 64 DEGREES 10 MINUTES 47 SECONDS WEST, A DISTANCE OF 346.83 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 2.673 ACRES OF LAND, MORE OR LESS.

BEARING BASIS:

ALL BEARINGS SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NAD83/2011. ALL DISTANCES SHOWN ARE GRID DISTANCES, U.S. SURVEY FEET.

2024-12-06

MATT OVERALL, RPLS # 6864 LJA SURVEYING, INC. 7500 RIALTO BLVD, BUILDING II, SUITE 100 AUSTIN, TEXAS 78735 TEXAS FIRM NO. 10194382



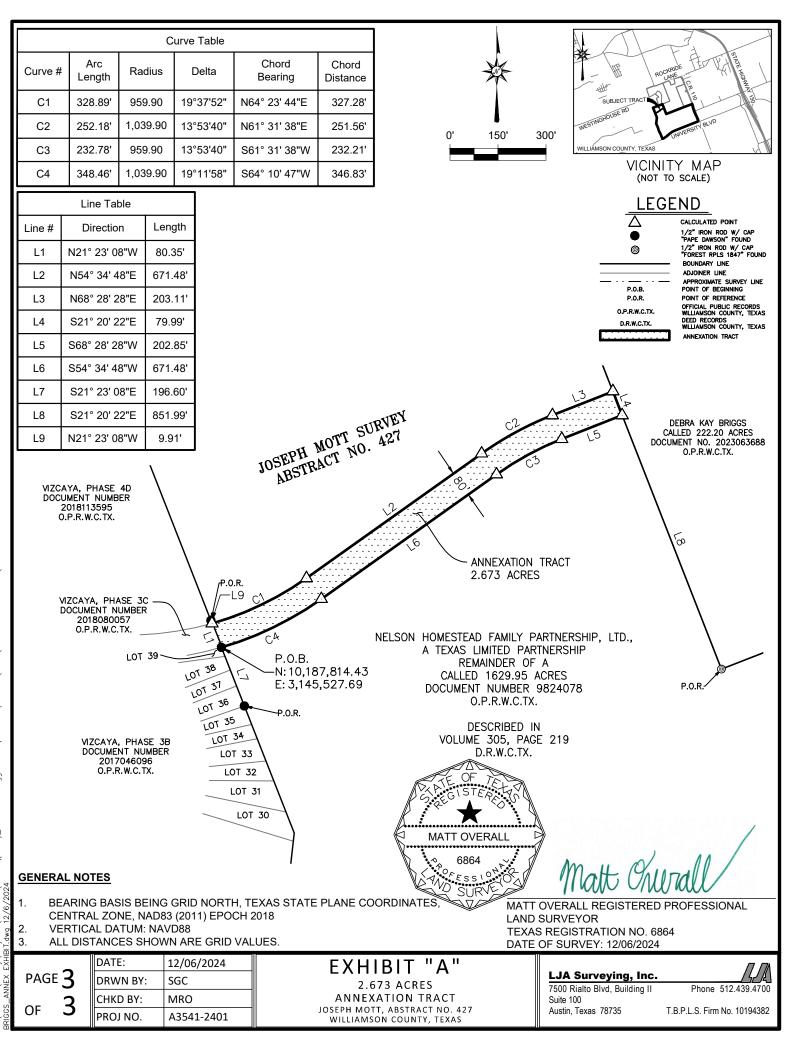


Exhibit "B"

Annexation Petition

ANNEXATION PETITION

TO THE MAYOR AND THE CITY COUNCIL OF THE CITY OF ROUND ROCK, TEXAS:

The undersigned owners of the hereinafter described tract of land hereby petition your Honorable City Council to extend the present city limits so as to include as a part of the City of Round Rock, Texas, the following described territory, to-wit:

2.673 acres out of the Joseph Mott Survey, Abstract No. 427, Williamson County, Texas [Legal description of property]

And being more particularly described in the sketch and description attached hereto as **Exhibit "A"**.

I hereby certify, under oath, that:

- (1) <u>NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.</u> AM/ARE THE TRUE AND ONLY OWNER(S) OF THE ABOVE-DESCRIBED TRACT OF LAND, and
- (2) The above-described tract of land, as depicted in Exhibit "A", is contiguous and adjacent to the current city limits of the City of Round Rock, Texas.

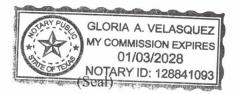
Nelson Homestead Family Partnership, LTD., a Texas limited partnership

By: Nelson Homestead Management, LLC A Texas limited liability company Its general partner

John C. Nelson, Manager

STATE OF TEXAS § COUNTY OF WILLIAMSON §

SUBSCRIBED AND SWORN TO ME BEFORE, a notary public, by <u>John C.</u> day of <u>March</u>, 2025, A.D.



Mon G. Velasgues Notary Public, State of Texas

Exhibit "C"

Services Agreement

MUNICIPAL SERVICES AGREEMENT BETWEEN THE CITY OF ROUND ROCK, TEXAS

AND

NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.

This MUNICIPAL SERVICES AGREEMENT (the "Agreement") is entered into on the ______day of ______, 2025, by and between the City of Round Rock, Texas, a home-rule municipality of the State of Texas (the "City"), and Nelson Homestead Family Partnership, Ltd., a Texas limited partnership (the "Owner").

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered this Agreement.

WHEREAS, Section 43.0671 of the Texas Local Government Code permits a municipality to annex an area if each of the owners of the land in an area request the annexation; and

WHEREAS, when a municipality elects to annex such an area, the municipality is required to enter into a written agreement with the property owners that sets forth services to be provided by the municipality for the properties in the affected area; and

WHEREAS, the Owner owns a certain parcel of land situated in Williamson County, Texas, which consists of approximately 2.673 acres of land in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit "A," attached hereto and incorporated herein by reference (the "Property" or the "Area"); and

WHEREAS, the Owner has filed a written request with the City for annexation of the Property pursuant to Section 43.0671, identified as the "Nelson Annexation" (the "Annexation"); and

WHEREAS, the City and Owner desire to set forth the City services to be provided for the Property on or after the effective date of the Annexation pursuant to Section 43.0672; and

WHEREAS, the Annexation and execution of this Agreement are subject to approval by the governing body of the City.

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, the City and the Owner agree as follows:

- **1. PROPERTY**. This Agreement is only applicable to the Property, which is the subject of the Annexation.
- **2. INTENT**. It is the intent of the City that this Agreement provide the delivery of full, available municipal services to the Property as described herein, in accordance with State law, which may be accomplished through any means permitted by law.

3. MUNICIPAL SERVICES.

- A. Commencing on the effective date of the annexation, the City will provide the municipal services set forth below. For the purposes of this Agreement, the term "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and the developer or Owner's participation, in accordance with applicable State law and City ordinances, rules, regulations and policies.
 - i. Fire and Police Services. The City will provide these services to the Area.
 - ii. <u>Planning, Zoning, Building and Code Enforcement</u>. The City will provide comprehensive planning, land development, land use, and building review, inspection services and code enforcement in accordance with all applicable laws, ordinances, rules, regulations and policies.
 - iii. <u>Water and Wastewater</u>. Existing, occupied homes that are using water-well and on-site sewer facilities on the effective date of annexation may continue to use the same. If, and when, the Property is developed, platted, or the current use(s) of the Property changes in the future, landowners shall be required to fund and construct necessary water and wastewater capital improvements to serve the annexed Property in accordance with applicable State law and the City's ordinances, rules, regulations and policies.
 - iv. <u>Solid Waste Service</u>. Within its corporate boundaries, the City currently contracts with Republic Services (f/k/a "Central Texas Refuse") for residential collection only. Any commercial development in the Area shall contract individually for solid waste collection services.
- B. It is understood and agreed that the City is not required to provide any service that is not explicitly included in this Agreement.
- **4. AUTHORITY**. The City and the Owners represent that they have full power authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. The Owners acknowledge that approval of the Annexation is within the sole jurisdiction of the City's governing body. Nothing in this Agreement guarantees favorable decisions by the City's governing body.
- **5. SEVERABILITY**. If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never a part of the Agreement.
- 6. INTERPRETATION. The parties to this Agreement covenant and agree that in any

litigation relating to this Agreement, the terms and conditions of this Agreement will be interpreted in accordance with the laws of the State of Texas.

- 7. GOVERNING LAW AND VENUE. This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.
- **8. GOVERNMENTAL POWERS**. It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.
- **9. WAIVER**. The failure of either party to insist on the performance of any term of provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.
- **10. COUNTERPARTS**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- **11. CAPTIONS**. The captions to the various clauses of this Agreement are for information purposes only and shall not alter the substance of the terms and conditions of this Agreement.
- **12. AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE PROPERTY**. This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land compromising the Property and is binding on the Owners.
- **13. ENTIRE AGREEMENT**. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

Executed as of the day and year first above written to be effective on the effective date of the annexation of the Property.

[Signatures on the following pages.]

CITY OF ROUND ROCK, TEXAS

By:

Craig Morgan, Mayor

Date: _____

Attest:

By: Ann Franklin, City Clerk

For City, Approved as to Form:

By:

Stephanie Sandre, City Attorney

OWNER:

NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.

a Texas limited partnership

By: Nelson Homestead Management, LLC a Texas limited liability company its general partner

By:

John C. Nelson, Manager

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2024-12-06

MATT OVERALL, RPLS # 6864 LJA SURVEYING, INC. 7500 RIALTO BLVD, BUILDING II, SUITE 100 AUSTIN, TEXAS 78735 TEXAS FIRM NO. 10194382



