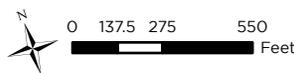


Annexation  
Case

**AERIAL MAP**

FY-24-3-ANX

-  Case Area
-  Municipal Boundary
-  Extraterritorial Jurisdiction



GIS products are for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. They do not represent an on-the-ground survey and represent only the approximate relative location of property boundaries and other features.

Date: 6/3/2024

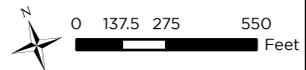


# Annexation Case

## FUTURE LAND USE PLAN MAP

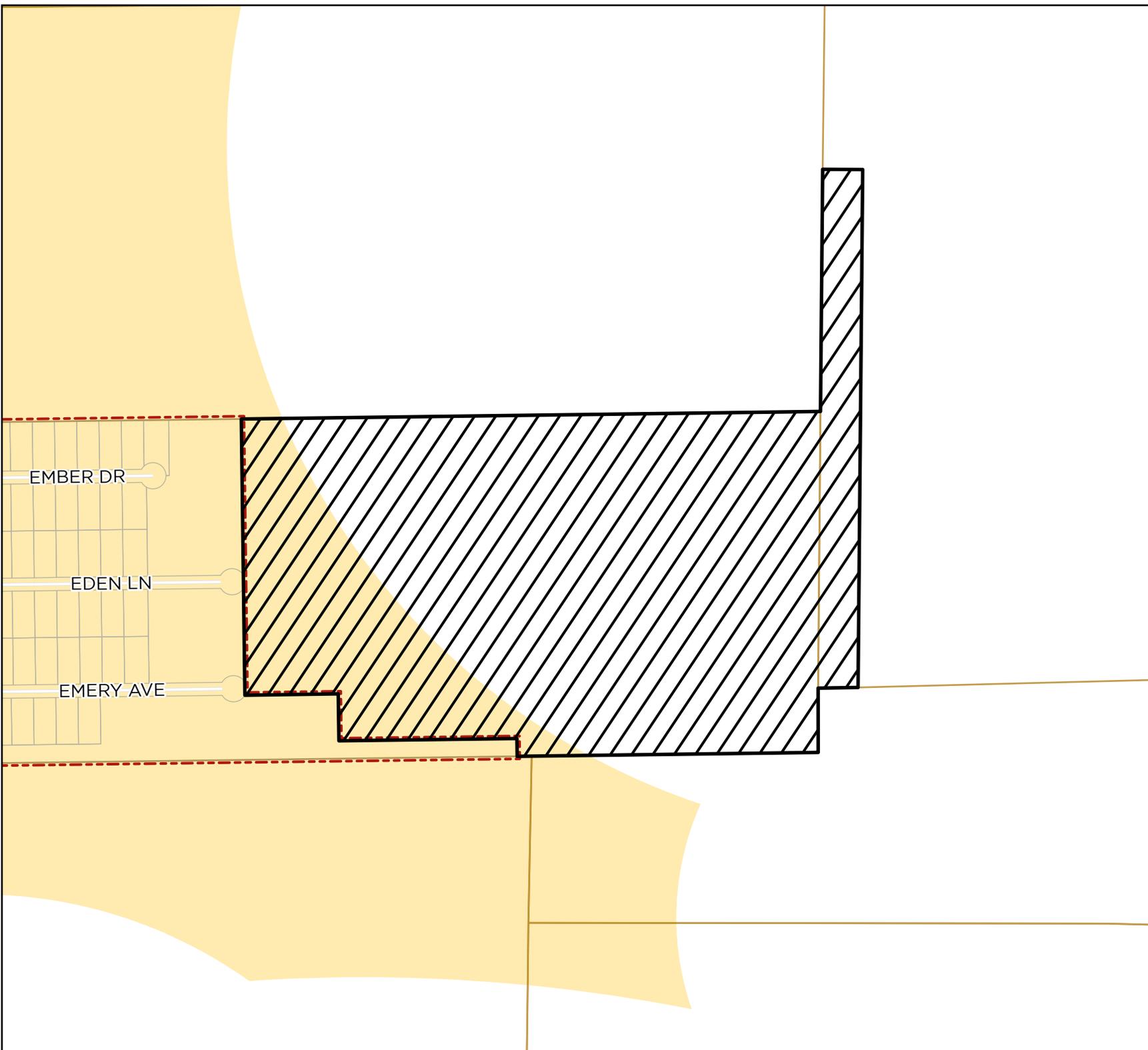
FY-24-3-ANX

-  Case Area
-  Business Park
-  Corridor Mixed-Use
-  Downtown Core
-  Downtown Transition
-  Employment Mixed-Use
-  Industrial
-  Parks and Open Space
-  Residential and Neighborhood
-  Regional Commercial
-  Rural - Estate
-  Temple Medical & Education District
-  Urban Residential
-  MUAC
-  Temple Municipal Boundary



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Date: 6/3/2024



Annexation  
Case

**LOCATION MAP**

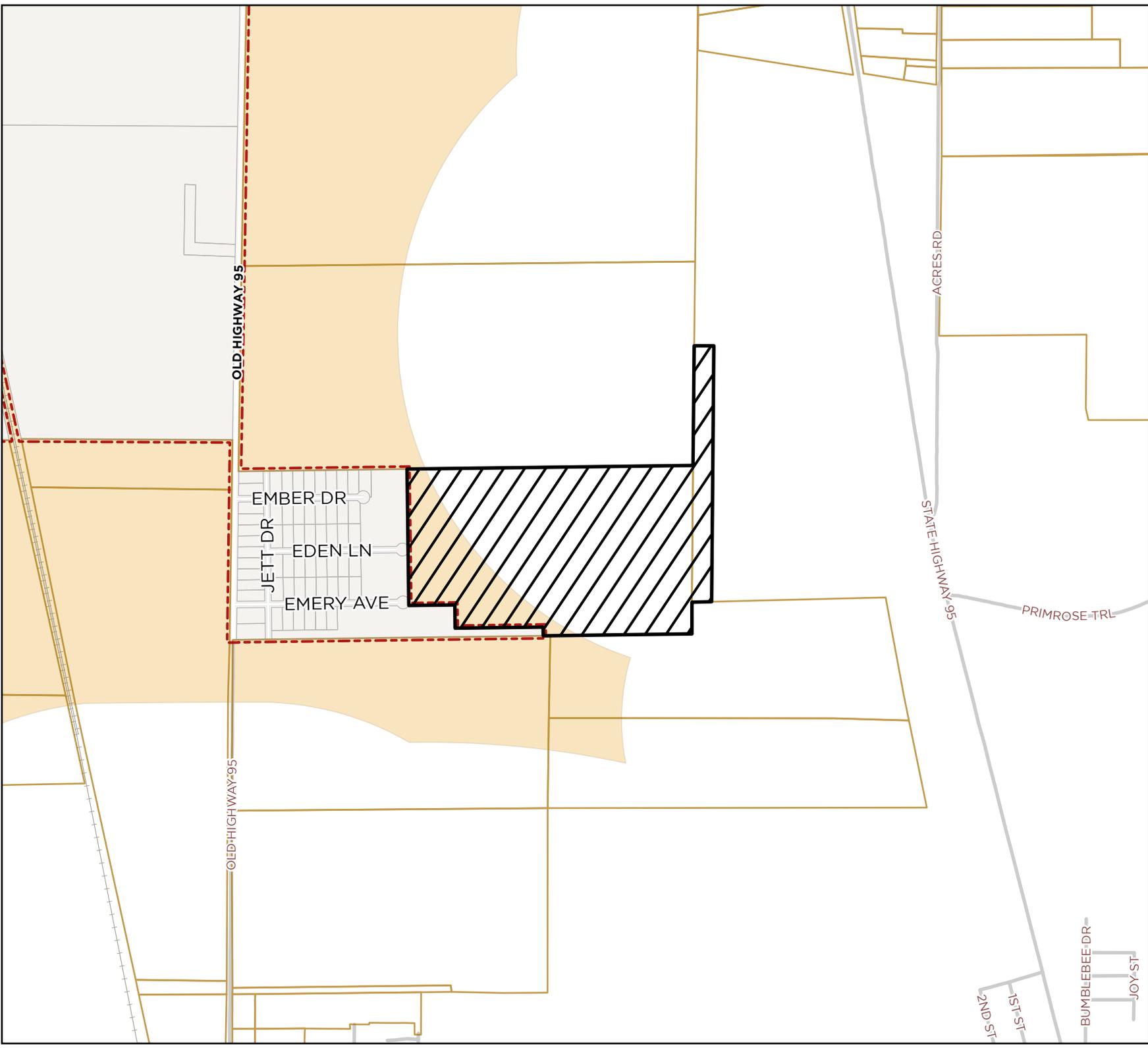
FY-24-3-ANX

-  Case Area
-  Municipal Boundary
-  Extraterritorial Jurisdiction



GIS products are for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. They do not represent an on-the-ground survey and represent only the approximate relative location of property boundaries and other features.

Date: 6/3/2024

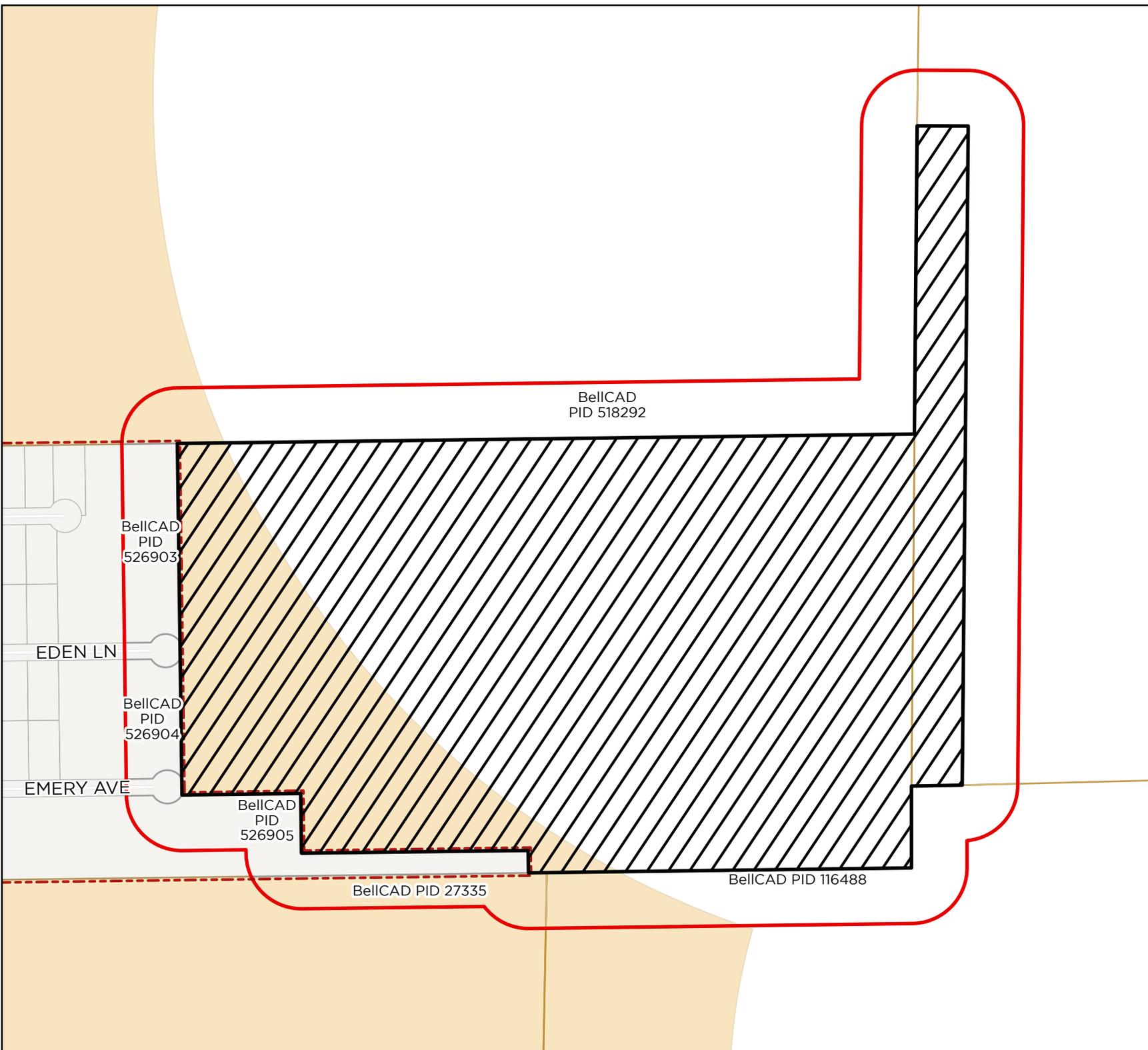


Annexation  
Case

**NOTIFICATION  
BUFFER MAP**

FY-24-3-ANX

-  Case Area
-  Notification Area
-  Temple Municipal Boundary
-  Extraterritorial Jurisdiction



GIS products are for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. They do not represent an on-the-ground survey and represent only the approximate relative location of property boundaries and other features.

Date: 6/3/2024



# Annexation Case

## THOROUGHFARE AND TRAILS PLAN MAP

FY-24-3-ANX

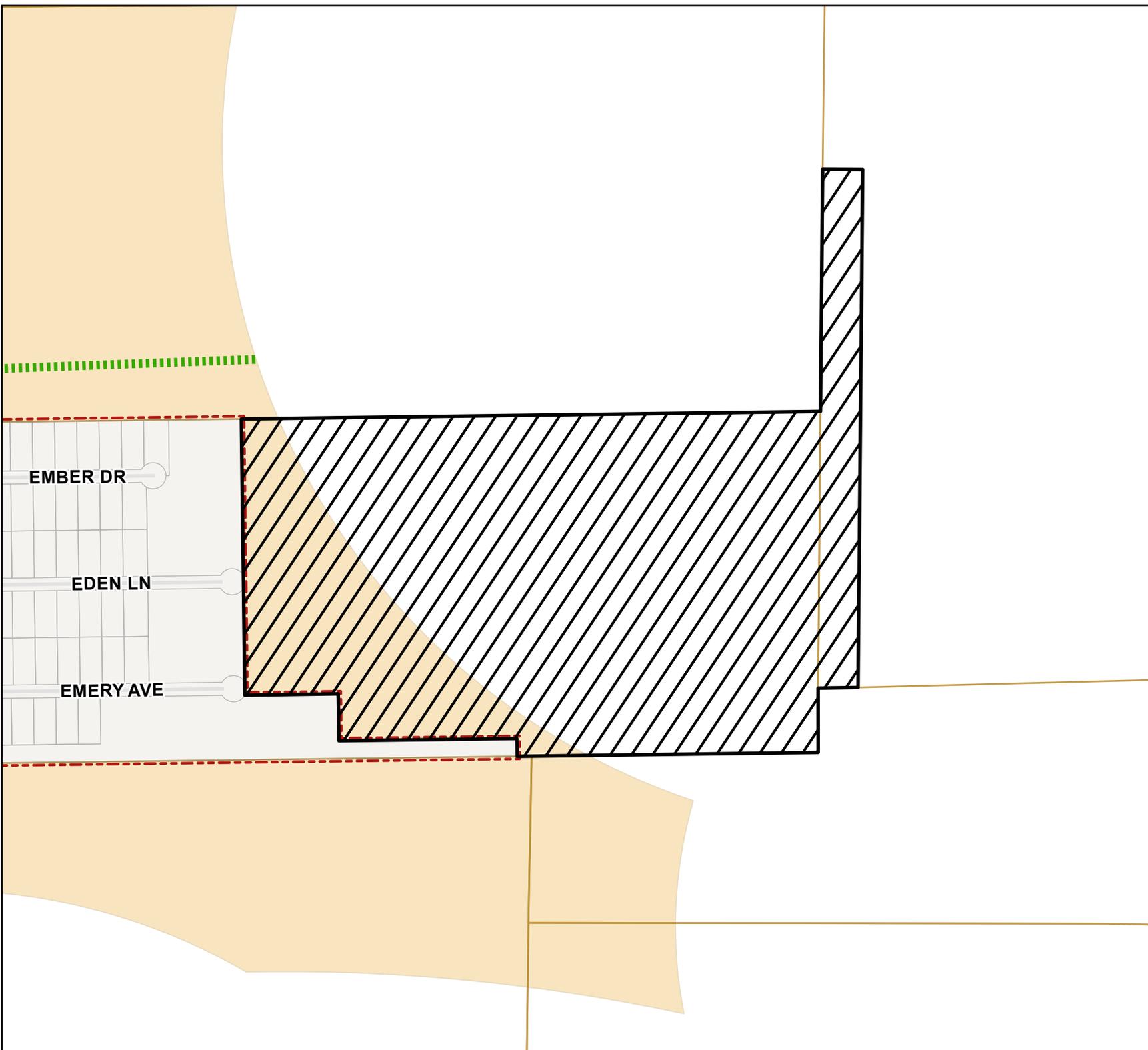
-  Case Area
-  Municipal Boundary
-  Extraterritorial Jurisdiction
- Thoroughfare Plan**
-  Highway
-  Major Arterial
-  Future Major Arterial
-  Minor Arterial
-  Future Minor Arterial
-  Community Collector
-  Future Community Collector
-  Neighborhood Collector
-  Future Neighborhood Collector
- Trails Master Plan**
-  Existing Thoroughfare Connector Trail
-  Proposed Thoroughfare Connector Trail
-  Existing Neighborhood Connector Trail
-  Proposed Neighborhood Connector Trail
-  Existing Greenway Trail
-  Proposed Greenway Trail
-  Existing In-Park Trail

0 137.5 275 550 Feet



GIS products are for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. They do not represent an on-the-ground survey and represent only the approximate relative location of property boundaries and other features.

Date: 6/3/2024



# Annexation Case

## UTILITY MAP

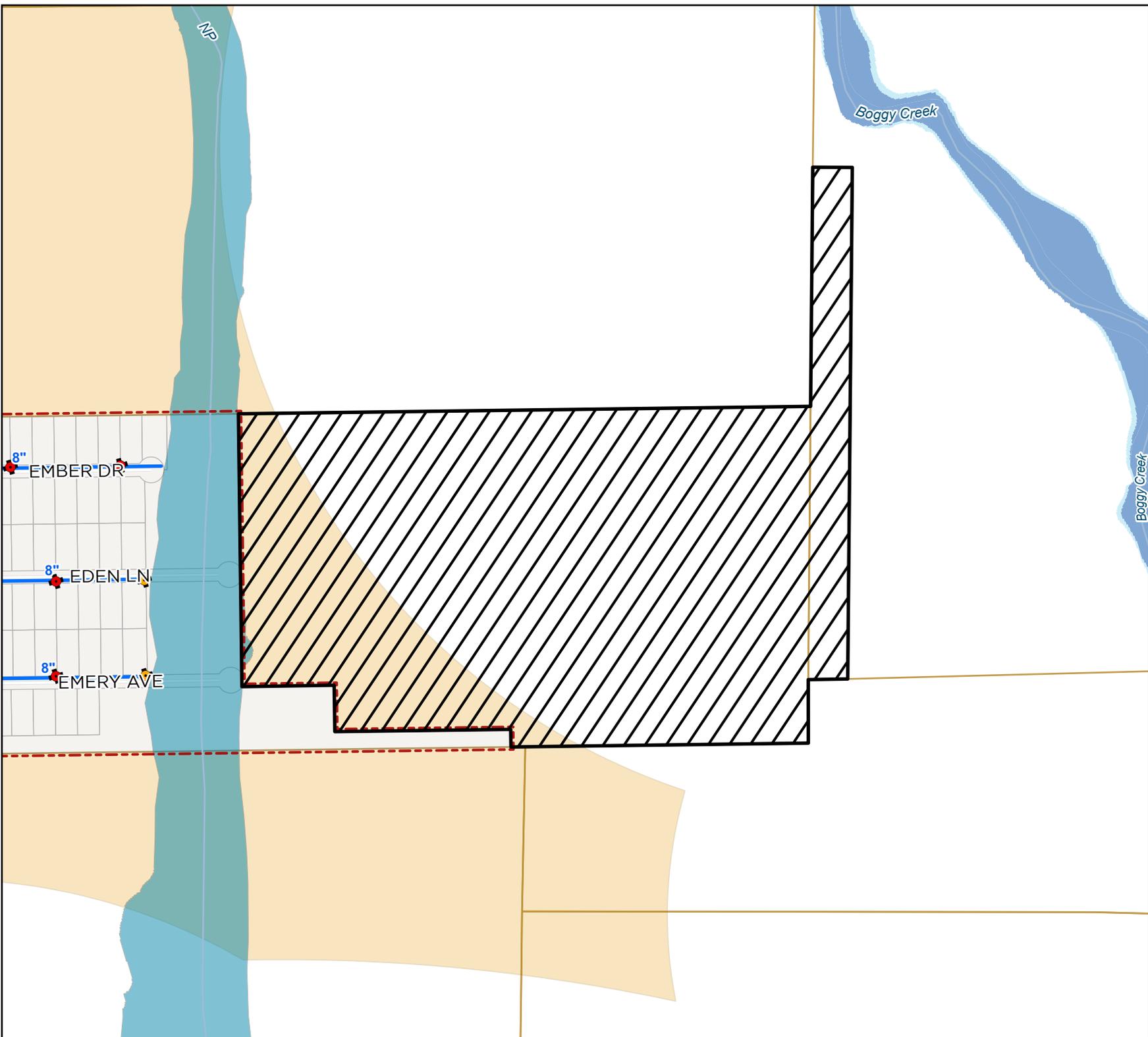
FY-24-3-ANX

-  Case Area
-  Municipal Boundary
-  Extraterritorial Jurisdiction
- UTILITIES**
-  Fire Hydrant
-  Potable Water
-  Sanitary Manhole
-  Sanitary Gravity Main
-  Stormwater Inlet
-  Culvert
-  Open Drain
-  Stormwater Gravity Main
-  Detention Pond
- FEMA FLOOD ZONE**
-  ACF - 0.2% annual chance flood hazard
-  A - 1% or greater annual chance flood hazard
-  AE - 1% annual chance flood hazard



GIS products are for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. They do not represent an on-the-ground survey and represent only the approximate relative location of property boundaries and other features.

Date: 6/3/2024



# Annexation Case

## ZONING MAP

FY-24-3-ANX

-  Case Area
-  Municipal Boundary
-  Extraterritorial Jurisdiction

### CURRENT ZONING

- |  |  |   |
|--|--|---|
|  PD & CUP |  2F   |  C       |
|  PD       |  MF-1 |  LI      |
|  CUP      |  MF-2 |  HI      |
|  AG       |  MF-3 |  SD-C    |
|  UE       |  MH   |  SD-H    |
|  SF-1     |  MU   |  SD-T    |
|  SF-2     |  O-1  |  SD-V    |
|  SF-3     |  O-2  |  T4      |
|  SFA      |  NS   |  T5-C    |
|  SFA-2    |  GR   |  T5-E    |
|  SFA-3    |  CA   |  T-SOUTH |

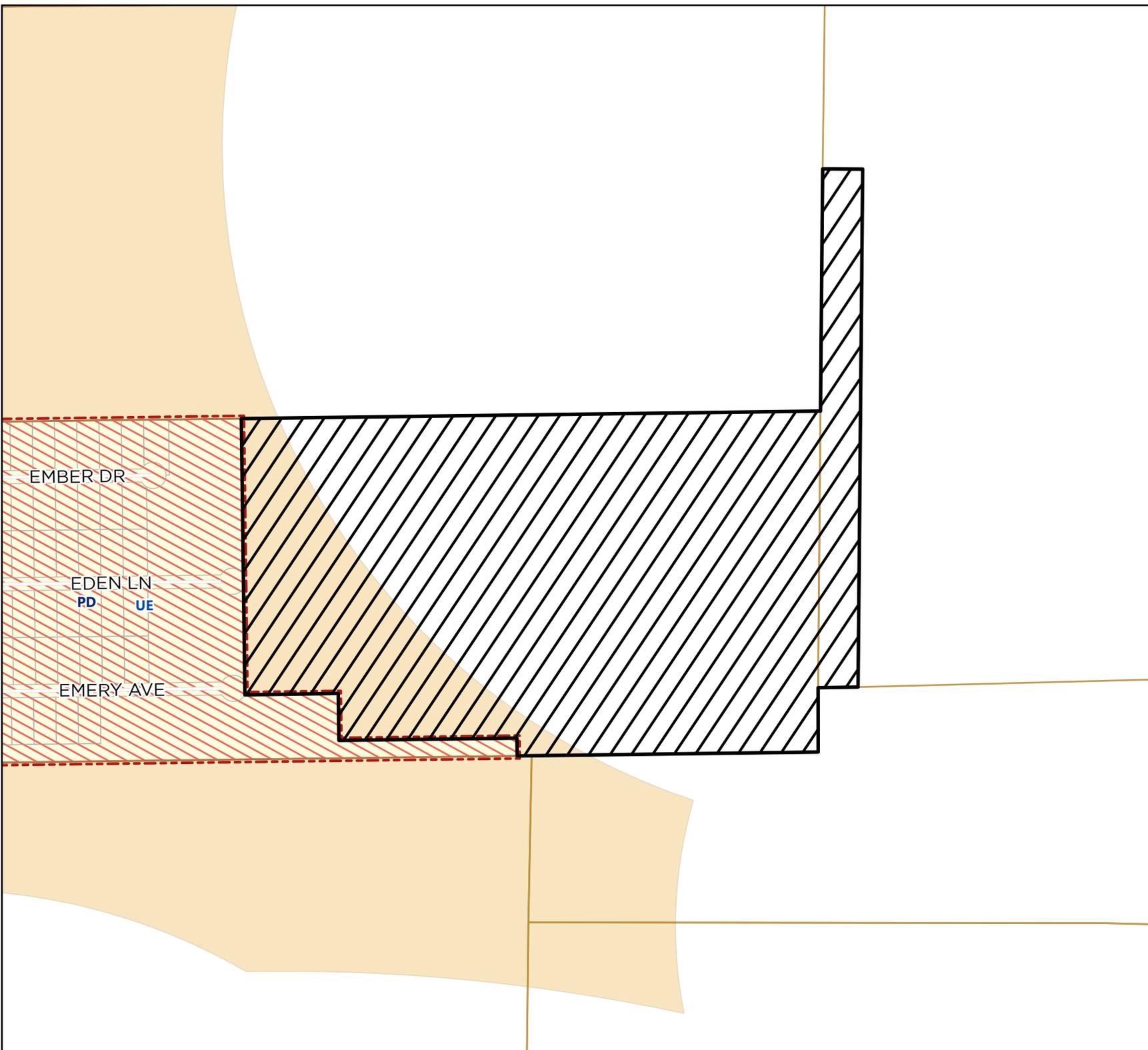
### ZONING OVERLAY DISTRICTS

-  1ST & 3RD STREET DISTRICT
-  I-35 RETAIL DISTRICT
-  I-35 INDUSTRIAL DISTRICT
-  I-35 GATEWAY DISTRICT
-  AFRICAN AMERICAN CHURCHES HISTORIC DISTRICT
-  CENTRAL AVENUE CORRIDOR
-  HISTORIC DISTRICT
-  TMED SOUTH
-  TMED SD-T
-  TMED SD-C
-  TMED SD-V
-  TMED SD-H
-  TMED T5-E



GIS products are for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. They do not represent an on-the-ground survey and represent only the approximate relative location of property boundaries and other features.

Date: 6/3/2024





**WEST WEBB  
ALLBRITTON  
& GENTRY**

**Kayla Landeros**  
Partner  
kayla.landeros@westwebb.law

September 6, 2023

City of Little River-Academy  
P.O. Box 521  
Little River Academy, Texas 76554-0521

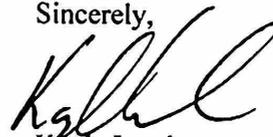
*Via Hand Delivery*

Re: ROCB, Inc. Petition for Release from ETJ

City Secretary and City Council,

Enclosed please find ROCB, Inc.'s Petition for Release from Little River-Academy's ETJ pursuant to Texas Local Government Code Chapter 42. If you have any questions regarding the Petition, please contact me at 254.877.2224 or at [kayla.landeros@westwebblaw.com](mailto:kayla.landeros@westwebblaw.com). We would appreciate notification when the attached Petition is placed on the City Council agenda.

Sincerely,



Kayla Landeros

**PETITION FOR RELEASE FROM EXTRATERRITORIAL JURISDICTION  
PURSUANT TO TEXAS LOCAL GOVERNMENT CODE CHAPTER 42**

September 1, 2023

To City Council of the City of Little River-Academy:

ROCB, Inc. is the owner of the following property, currently located within the City of Little River-Academy Extraterritorial Jurisdiction:

Being a 79.17 acre tract of land contained within the Maximo Moreno Survey, Abstract No. 14, Bell County, Texas, and more particularly described in the attached Exhibit A (the "**Property**").

Pursuant to Texas Local Government Code Chapter 42, Subchapter D, ROCB, Inc. is filing this Petition to release the Property from the City of Little River-Academy's Extraterritorial Jurisdiction. This Petition has been signed by a majority in value of the holders of title of the Property as indicated by the tax rolls of the Bell County Tax Appraisal District.

After verification of this Petition by the City Secretary and notice as required by Section 42.105, the City shall immediately release the area from its Extraterritorial Jurisdiction. If the City fails to take action to release the Property, the Property will be released by operation of law as set forth in Section 42.105(d).

*(Signature to follow)*

**Petitioner: ROCB, Inc.**

By: Jesse Curtis Wall III

Name: Jesse Curtis Wall, III

Title: Director

Date of Birth: 09-18-1980

Date of Signature: 09-01-2023

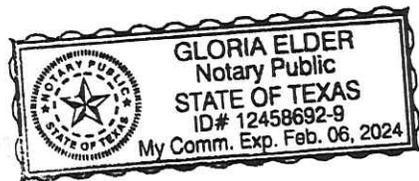
STATE OF TEXAS §

COUNTY OF BELL §

This instrument was acknowledged before me on September 1, 2023 by Jesse Curtis Wall, III, Director of ROCB, Inc., a Texas Corporation, on behalf of said corporation.

Given under my hand and seal of office this 1<sup>st</sup> day of September, 2023.

Gloria Elder  
Notary Public State of Texas



# Exhibit A

**METES AND BOUND DESCRIPTION OF  
79.17 ACRES  
BELL COUNTY, TEXAS**



**BEING** a 79.17 acre tract of land contained within the Maximo Moreno Survey, Abstract No. 14, Bell County, Texas, said 79.17 acre tract of land being part of a called 150 acre tract of land described in a Warranty Deed recorded in Volume 501, Page 570, of the Deed Records of Bell County, Texas (D.R.B.C.T.) and being part of a called 10.00 acre tract of land described in a Special Warranty Deed recorded in Document No. 2018-00044054, of the Real Property Records of Bell County, Texas (R.P.R.B.C.T.), said 10.00 acre tract of land also described in a Warranty Deed recorded in Volume 4070, Page 448, D.R.B.C.T., Said 79.17 acre tract of land being more particularly described herein:

**BEGINNING**, at the south corner of said 150 acre tract of land (Bell County Appraisal District Parcel No. 43877) and an interior corner of a 93.16 acre tract of land (Bell County Appraisal District Parcel No. 116488) described in a Quit Claim Deed recorded in Volume 1774, Page 555, D.R.B.C.T.;

**THENCE**, N 74°23'54" W, a distance of 1,054.89 feet, along the common line of said 150 acre tract of land and said 93.16-acre tract of land to a point in the east line of the Extra Territorial Jurisdiction (ETJ) buffer, (obtained from the City of Temple of Texas, Dated: March 3, 2022), said point in a non-tangent curve to the right with a radius of 3,163.11 feet;

**THENCE**, with said non-tangent curve to the right having an arc of 2,137.54 feet, a radius of 3,163.11 feet, a delta of 38°43'08", a chord bearing and distance of N 26°16'14" W, 2,097.10 feet to a point in the southwest line of a called 250 acre tract of land described in a Deed recorded in Volume 894, Page 364, D.R.B.C.T.;

**THENCE**, S 74°24'01" E, a distance of 2,485.22 feet, along the common line of said 150 acre tract of land and said 250 acre tract of land, to a point in the east line of said 10.00 acre tract of land, said point being the northeast corner of said 150 acre tract of land and the southeast corner of said 250 acre tract of land;

**THENCE**, N 16°50'25" E, a distance of 1,108.92 feet, along the common line of said 10.00 acre tract of land and said 250 acre tract of land, to a point at the northwest corner of said 10.00 acre tract of land;

**THENCE**, S 73° 23' 36" E, a distance of 183.50 feet, along the north line of said 10.00 acre tract of land, said point being northwest corner of a called 20.00 acre tract of land described in a General Warranty Deed recorded in Document No. 2015-00028646, R.P.R.B.C.T.;

**THENCE** S 16° 51' 24" W, a distance of 2,372.18 feet, along the east line of said 10.00 acre tract of land, to a point in the north line of said 93.16 acre tract of land;

METES AND BOUND DESCRIPTION OF  
79.17 ACRES  
BELL COUNTY, TEXAS



**THENCE** N 74° 41' 12" W, a distance of 182.89 feet, along the common line of said 10.00 acre tract of land and said 93.16 acre tract of land, to the southwest corner of said 10.00 acre tract of land, and the north corner of said 93.16 acre tract of land;

**THENCE** S 16° 13' 11" W, a distance of 294.58 feet, along the common line of said 150 acre tract of land and said 93.16 acre tract of land to the **POINT OF BEGINNING**, and containing 79.17 acres of land, more or less.

All bearings are based on the Texas State Plane Coordinate System, Central Zone (4203), NAD 1983 (2011) as derived from a survey of record (V-SURV-BNDY-PLAT, 6-23-22) in the offices of Colliers Engineering & Design.

"This document does not reflect the results of an on the ground survey and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

A handwritten signature in blue ink, appearing to read "Leonard C. Dawkin".

Date: 2023.08.25  
11:48:29-05'00'



Leonard C. Dawkin, RPLS  
Texas Registration No. 5339  
Texas Survey Firm No. 10194550



5-28-2024

ROCB Inc.  
8702 Adams Lane  
Temple, Texas 76502

Re: Offer of Development Agreement pursuant to Local Government Code Secs. 43.016 and 212.172 for land designated as agricultural, wildlife management, or timber use for ad valorem purposes and Required Disclosures

Dear Property Owner,

The City of Temple (City) has received your request to annex approximately 100.12 acres of land in the City's extraterritorial jurisdiction. Texas Local Government Code ("LGC") § 43.016 requires a municipality to offer a property owner a development agreement under LGC § 212.172 prior to annexation that would guarantee the continuation of the extraterritorial status of the property and authorize the enforcement of all regulations and planning authority of the municipality that do not interfere with the use of the land for agriculture, wildlife management, or timber purposes. These development agreements are sometimes commonly referred to as "non-annexation" agreements. Local Government Code § 43.016 applies to properties appraised for ad valorem tax purposes as land for agricultural use, or wildlife management, or timber uses under the Texas Tax Code.

The City has determined that your property meets the requirements in LGC § 43.016; therefore, the City is offering to enter into a development agreement under LGC § 212.172 for your property.

**Local Government Code § 212.172(b-1) Disclosures:**

You are not required to enter into this agreement. The City has the authority to annex your land under LGC § 43.0671 et seq.

The process for annexing your land is as follows: if you reject the development agreement, you and the City will begin to negotiate a Municipal Services Agreement (MSA) for City services to your property. Once the MSA is agreed and executed, City Staff will notify the applicable school district and other public entities of the annexation. Additionally, a notice for a public hearing will be published in the newspaper and posted on the City's website 11 to 20 days prior to

the public hearing. A public hearing and the first reading of the annexation ordinance will be held at the City Council meeting on the date published in the notice. The ordinance approving the annexation will be adopted at its second reading at a City Council meeting approximately two weeks after the public hearing and first reading.

This annexation requires your consent.

If the City and you enter into the offered development agreement, the City waives its immunity from suit for the purpose of adjudicating a claim for breach of the agreement.

Please indicate below whether you accept or reject the development agreement and return this letter as soon as possible in the envelope provided. Please feel free to contact me with any questions or concerns.

Sincerely,

Mark Baker  
Principal Planner

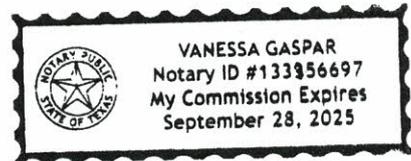
Please indicate whether you accept or reject the development agreement and would prefer to proceed with annexation.

     I accept the Development Agreement and request to retain my extraterritorial status.

  \* I reject the Development Agreement and request annexation by the City of Temple.

J.C. Wall III

Signed:   
J.C. Wall III  
ROCB Inc.



STATE OF TEXAS §

COUNTY OF BELL §

This instrument was acknowledged before me by J.C. Wall III.

Given under my hand and seal of office this 29 day of May,  
2024 v.b

  
Notary Public State of Texas

**MUNICIPAL SERVICES AGREEMENT  
BETWEEN THE CITY OF TEMPLE, TEXAS AND  
NEW AMERICAN DREAM, LTD**

This Municipal Services Agreement ("Agreement") is entered into on the 17<sup>th</sup> day of July, 2024, by and between the City of Temple, Texas, a home-rule municipality of the State of Texas, ("City") and New American Dream, LTD, a Texas limited partnership ("Owner").

**RECITALS**

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

**WHEREAS**, Section 43.0671 of the Local Government Code (LGC) permits the City to annex an area if each owner of land in an area requests the annexation;

**WHEREAS**, where the City elects to annex such an area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the Property on or after the effective date of annexation;

**WHEREAS**, Owner owns certain parcels of land situated in Bell County, Texas, which consists of approximately 100.12 acres of land in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit A attached and incorporated herein by reference ("Property");

**WHEREAS**, Owner has filed a written request with the City for full-purpose annexation of the Property, identified as Annexation Case No. FY-24-3-ANX ("Annexation Case");

**WHEREAS**, City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation;

**WHEREAS**, the Annexation Case and execution of this Agreement are subject to approval by the Temple City Council; and

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

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

### 3. MUNICIPAL SERVICES.

- a. Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable city ordinances, rules, regulations, and policies.
- i. Fire – The City's Fire Department will provide emergency and fire protection services.
  - ii. Police – The City's Police Department will provide protection and law enforcement services.
  - iii. Emergency Medical Services - The City's Fire Department and the City's contracted emergency medical transport franchisee will provide emergency medical services. At the time of this agreement, the contracted emergency medical transport franchisee is American Medical Response operating as Temple EMS.
  - iv. Planning, Zoning, and Building – The City's Planning and Development Department will provide comprehensive planning, land development, land use, and building review and inspection services in accordance with all applicable laws, rules, and regulations.
  - v. Publicly Owned Parks, Facilities, and Buildings
    1. Residents of the Property will be permitted to utilize all existing publicly owned and available parks, facilities (including, community service facilities, libraries, swimming pools, etc.), and buildings throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation; provided, however, that the City will provide for maintenance and operation of the same upon acceptance of legal title thereto by the City and appropriations therefor.
    2. In the event the City acquires any other parks, facilities, or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.
  - vi. Streets - The City's Public Works Department will maintain the public streets over which the City has jurisdiction. The City will provide regulatory signage services in accordance with the City policies and procedures and applicable laws.
  - vii. Water and Wastewater
    1. 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 a property owner desires to connect to the City water and sewer system, then the owner may request a connection once those services are available. The connection will be at the owner's expense in accordance with existing City ordinances and policies, Texas Commission on Environmental Quality (TCEQ) Rules and Regulations, and any applicable laws. Once connected to the City's water and sanitary

sewer mains, the water and sanitary sewage service will be provided by the City at rates established by City ordinances for such service.

2. New homes will be required to connect to the City's water and sewer system at the owner's expense in accordance with existing City ordinances and policies, Texas Commission on Environmental Quality (TCEQ) Rules and Regulations, and any applicable laws. The City will provide water in accordance with the obligation in Texas Water Code Chapter 13 to provide continuous and adequate service and the duty to not discontinue, reduce, or impair service except as specifically allowed under Chapter 13 of the Texas Water Code.
    - viii. Solid Waste Services – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.
    - ix. Code Compliance – The City's Code Compliance Department will provide education, enforcements, and abatement relating to code violations within the Property.
    - x. Animal Services – The City's Animal Services Department will provide services for animal cruelty, animal bites, stray animals, loose livestock or wildlife, animal pickup, and animal disturbances in accordance with the City policies and procedures and applicable laws.
  - b. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.
  - c. Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.
5. **AUTHORITY.** City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the Annexation Case is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.
  6. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
  7. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.
  8. **GOVERNING LAW AND VENUE.** Venue shall be in the state courts located in Bell County, Texas or the United States District Court for the Western District of Texas, Waco Division and construed in conformity with the provisions of Texas Local Government Code Chapter 43.
  9. **NO WAIVER.** The failure of either party to insist upon the performance of any term or

provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

10. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.
11. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
12. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
13. **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.
14. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

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

*Signatures to follow.*

**CITY OF TEMPLE**

**NEW AMERICAN DREAM, LTD**

By: \_\_\_\_\_  
Brynn Myers, City Manager

By: Jose Curtis Wall II  
JC Wall II, Manager  
NAD Management, L.C.,  
General Partner

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
City Attorney's Office

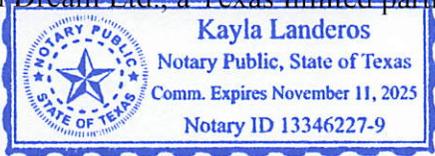
STATE OF TEXAS           §  
COUNTY OF BELL       §

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_,  
by **Brynn Myers**, as City Manager of the City of Temple, a Texas home rule City.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS           §  
COUNTY OF BELL       §

This instrument was acknowledged before me on July 17, 2024 by **JC Wall**, Manager of  
NAD Management, L.C., a Texas Limited Liability Company, General Partner, on behalf of New  
American Dream Ltd., a ~~Texas limited partnership~~.



[Signature]  
Notary Public, State of Texas

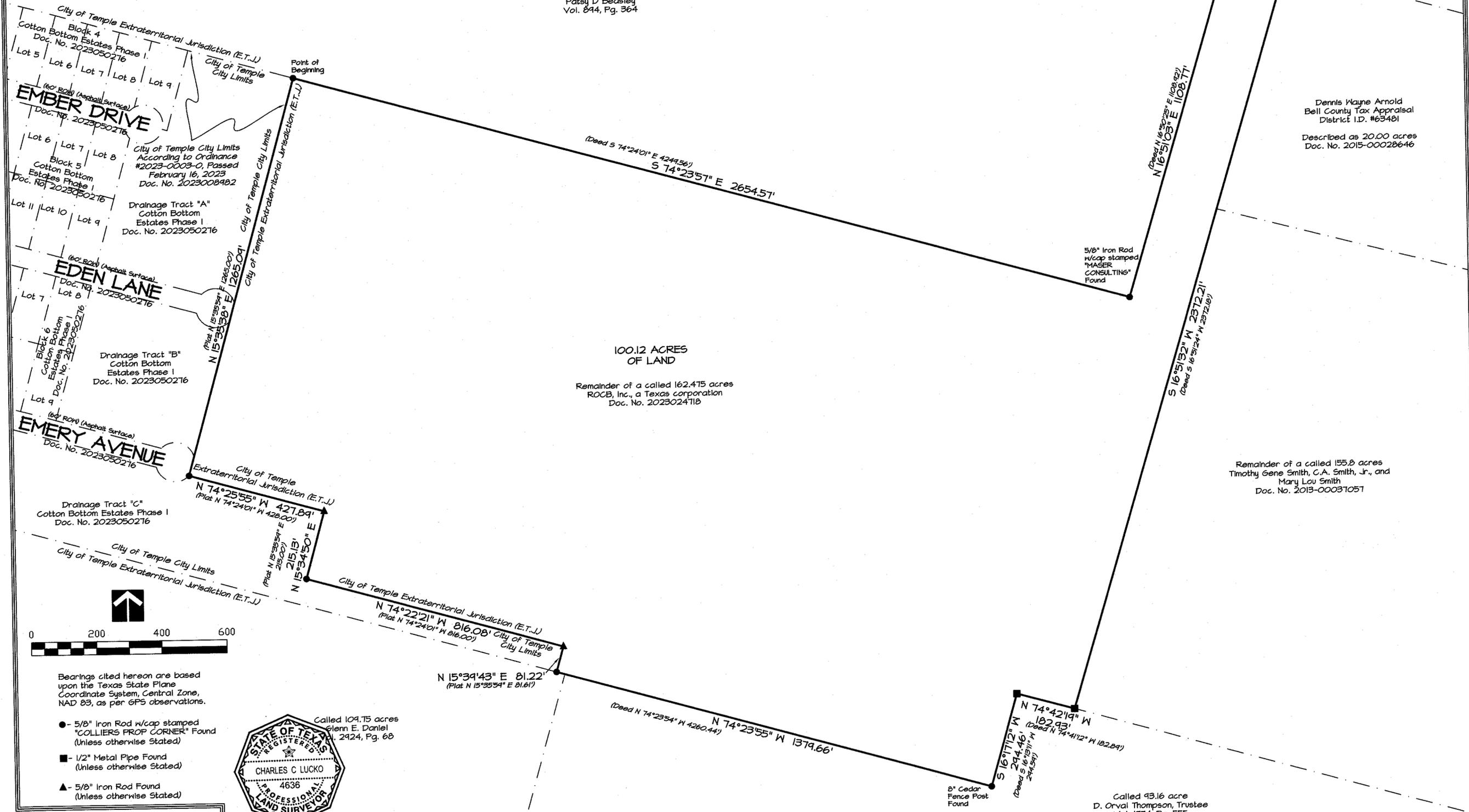
**APPROVED AS TO FORM**

\_\_\_\_\_  
City Attorney's Office

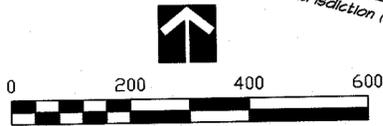
Survey showing 100.12 Acres, situated in the Maximo Moreno Survey, Abstract 14, Bell County, Texas.  
 This sketch is to accompany a metes and bounds description of the hereon shown 100.12 acre tract.

Exhibit A

Called 250.0 acres  
 Patsy D Beasley  
 Vol. 844, Pg. 364



100.12 ACRES OF LAND  
 Remainder of a called 162.475 acres  
 ROCB, Inc., a Texas corporation  
 Doc. No. 2023024718



Bearings cited hereon are based upon the Texas State Plane Coordinate System, Central Zone, NAD 83, as per GPS observations.

- - 5/8" Iron Rod w/cap stamped "COLLIERS PROP CORNER" Found (Unless otherwise Stated)
- - 1/2" Metal Pipe Found (Unless otherwise Stated)
- ▲ - 5/8" Iron Rod Found (Unless otherwise Stated)



Charles C Lucko, 5/14/2024

This survey was prepared without the benefit of title commitment. No further search for easements or restrictions has been made by this company. Easements that this company is aware of have been shown.

This surveyor and All County Surveying, Inc. do not warrant any statement with reference to floodplain.

This document is not valid for any purpose unless signed and sealed by a Registered Professional Land Surveyor.

**ACS**  
 ALL COUNTY SURVEYING, INC.  
 Tx. Firm No. 10023600  
 4330 South 5th Street  
 Temple, Texas 76502  
 254-778-2272 Killen 254-634-4636  
 Fax 254-774-7608  
 www.allcountysurveying.com

Survey showing 100.12 Acres, situated in the Maximo Moreno Survey, Abstract 14, Bell County, Texas.  
 This sketch is to accompany a metes and bounds description of the hereon shown 100.12 acre tract.

|                   |            |
|-------------------|------------|
| Plot Date:        | 05-13-2024 |
| Survey completed: | 05-10-2024 |
| Scale:            | 1" = 200'  |
| Job No.:          | 240223     |
| Drawn by:         | JSM        |
| Surveyor:         | CCL # 4638 |

# Exhibit A

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## FIELD NOTES PREPARED BY ALL COUNTY SURVEYING, INC.

May 13, 2024

Surveyor's Field Notes for:

**100.12 Acres**, situated in the **Maximo Moreno Survey, Abstract 14**, Bell County, Texas, being a portion of a called 162.475 acre tract conveyed to ROCB, Inc., a Texas corporation in Document No. 2023024718, Official Public Records of Real Property, Bell County, Texas, and being more particularly described as follows:

**Beginning** at a 5/8" iron rod with cap stamped "COLLIER PROP CORNER" found at the northeast corner of Drainage Tract "A", Cotton Bottom Estates, Phase 1, of record in Document No. 2023050276, of said official public records, being the north line of said 162.475 acre tract, same being the south line of a called 250.0 acre tract conveyed to Patsy D Beasley in Volume 894, Page 364, Deed Records of Bell County, Texas, for the northwest corner of this tract of land;

**Thence**, in an easterly direction, with the north line of said 162.475 acre tract, same being the south line of said 250.0 acre tract, **S 74°23'57" E., 2654.57 feet**, (*Deed S 74°24'01" E., 4249.56 feet*), to a 5/8" iron rod with cap stamped "MASER CONSULTING" found at an interior corner of said 162.475 acre tract, same being the southeast corner of said 250.0 acre tract, for an interior corner of this tract of land;

**Thence**, in a northerly direction, with the east line of said 250.0 acre tract, same being a west line of said 162.475 acre tract, **N 16°51'03" E., 1108.77 feet**, (*Deed N 16°50'25" E., 1108.92 feet*), to a 5/8" iron rod with cap stamped "MASER CONSULTING" found at the most northerly northeast corner of said 162.475 acre tract, same being the southwest corner of a called 85.754 acre tract conveyed to J&M Properties, a general partnership in Volume 2097, Page 705, of said deed records, for the most northerly northeast corner of this tract of land;

**Thence**, in an easterly direction, with a north line of said 162.475 acre tract, same being a south line of said 85.754 acre tract, **S 73°27'09" E., 183.57 feet**, (*Deed S 73°23'36" E., 183.50 feet*), to a 1/2" metal pipe found at the most easterly northeast corner of said 162.475 acre tract, same being the northwest corner of a tract of land in the name of Dennis Wayne Arnold according to Bell County Tax Appraisal District I.D. #63481, and described as 20.00 acres in Document No. 2015-00028646, of said official public records, for the most easterly northeast corner of this tract of land;

**Thence**, in a southerly direction, with the east line of said 162.475 acre tract, **S 16°51'32" W., 2372.21 feet**, (*Deed S 16°51'24" W., 2372.18 feet*), to a 1/2" metal pipe found on the north line of a called 93.16 acre tract conveyed to D. Orval Thompson, Trustee in Volume 1774, Page 555, of said deed records, being the most easterly southeast corner of said 162.475 acre tract, same being the southwest corner of a called 155.8 acre tract conveyed to Timothy Gene Smith, C.A. Smith, Jr., and Mary Lou Smith in Document No. 2013-00037057, of said official public records, for the most easterly southeast corner of this tract of land;

**Thence**, in a westerly direction, with a south line of said 162.475 acre tract, same being the north line of said 93.16 acre tract, **N 74°42'19" W., 182.93 feet**, (*Deed N 74°41'12" W., 182.89 feet*), to a 1/2" metal pipe found at an interior corner of said 162.475 acre tract, same being the most northerly northwest corner of said 93.16 acre tract, for an interior corner of this tract of land;

**Thence**, in a southerly direction, with an east line of said 162.475 acre tract, same being a west line of said 93.16 acre tract, **S 16°17'12" W., 294.46 feet**, (*Deed S 16°13'11" W., 294.59 feet*), to a 8" cedar fence post found at an interior corner of said 93.16 acre tract, being the most southerly southeast corner of said 162.475 acre tract, for the most southerly southeast corner of this tract of land;

**Thence**, in a westerly direction, with the south line of said 162.475 acre tract, **N 74°23'55" W., 1379.66 feet**, (*Deed N 74°23'54" W., 4260.44 feet*), to a 5/8" iron rod with cap stamped "COLLIER PROP CORNER" found on the north line of a called 109.75 acre tract conveyed to Glenn E. Daniel in Volume 2924, Page 68, of said official public records, being the southeast corner of a Drainage Tract "C" of said Cotton Bottom Estates, Phase 1, for the most southerly southwest corner of this tract of land;

# Exhibit A

**Thence**, in a northerly direction, with an east line of said Drainage Tract "C", **N 15°39'43" E., 81.22 feet**, (*Plat N 15°35'59" E., 81.61 feet*), to a 5/8" iron rod found at the most easterly northeast corner of said Drainage Tract "C", for an interior corner of this tract of land;

**Thence**, in a westerly direction, with a north line of said Drainage Tract "C", **N 74°22'21" W., 816.08 feet**, (*Plat N 74°24'01" W., 816.00 feet*), to a 5/8" iron rod with cap stamped "COLLIER PROP CORNER" found at an interior corner of said Drainage Tract "C", for a corner of this tract of land;

**Thence**, in a northerly direction, with an east line of said Drainage Tract "C", **N 15°34'50" E., 215.13 feet**, (*Plat N 15°35'59" E., 215.00 feet*), to a 5/8" iron rod found at the most northerly northeast corner of said Drainage Tract "C", for an interior corner of this tract of land;

**Thence**, in a westerly direction, with the north line of said Drainage Tract "C", **N 74°25'55" W., 427.89 feet**, (*Plat N 74°24'01" W, 428.00 feet*), to a 5/8" iron rod with cap stamped "COLLIER PROP CORNER" found at a corner of said Drainage Tract "C", being the south line of Emery Avenue, for the most westerly southwest corner of this tract of land;

**Thence**, in a northerly direction, with the east line of said Cotton Bottom Estates, Phase 1, **N 15°35'38" E., 1265.09 feet**, (*Plat N 15°35'59" E., 1265.00 feet*), to the **Point of Beginning** and containing 100.12 acres of land.

Bearings cited hereon are based upon the Texas State Plane Coordinate System, Central Zone, NAD 83, as per GPS observations.

This metes and bounds description is to accompany a Surveyor's Sketch of the herein described 100.12 acre tract.

This document is not valid for any purpose unless signed and sealed by a Registered Professional Land Surveyor.

Surveyed May 10, 2024

**ALL COUNTY SURVEYING, INC.**  
**1-800-749-PLAT**  
**TX. Firm Lic. No. 10023600**  
server/projects /pro240000/240200/240223/240223.doc



*Charles C Lucko*  
*5.14.2024*

Charles C. Lucko  
Registered Professional Land Surveyor  
Registration No. 4636