

Annexation Case

AERIAL MAP

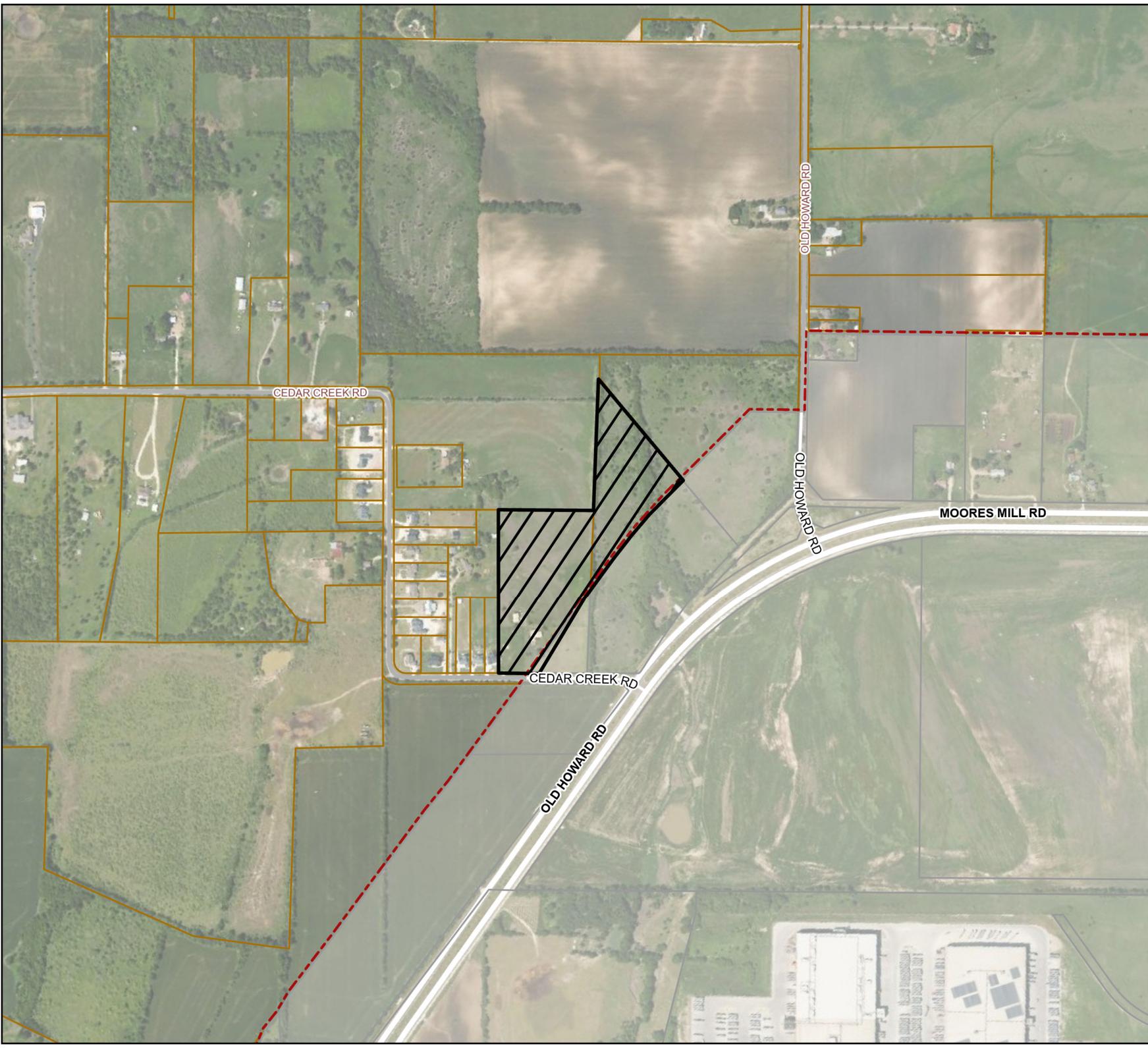
FY-24-5-ANX

 Case Area



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: 4/19/2024





April 15, 2024

City of Temple  
Attn: Brian Chandler  
Director of Planning & Development, AICP  
2 North Main Street  
Temple, TX 76501

**RE: Voluntary Annexation Request  
9.909 acres and 6.867 acres, Bellcad ID 30229 and 53140**

Dear Mr. Chandler,

On behalf of our client, Turley Associates, Inc. respectfully requests that the City Council approve a voluntary annexation of the 9.909 acres and the 6.867 acres listed in the attached petitions. Attached please find the boundary survey, field notes and Voluntary Petitions of Annexation.

If you have any questions or need any additional information, please contact our office.

Sincerely,

**TURLEY ASSOCIATES, INC.**

A handwritten signature in black ink, appearing to read 'BJL', is written over a faint, dashed-line rectangular box.

B.J. Little, S.I.T.  
Vice President of Operations

Attachments

BJL/amj

Page 1 of 1

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**TURLEY ASSOCIATES, INC.**

301 NORTH 3rd STREET • TEMPLE, TEXAS 76501 • (254) 773-2400  
TBPE No. F-1658 • TBPLS No. 10194869

VOLUNTARY PETITION FOR ANNEXATION

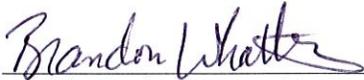
DATE: April 15, 2024

To the City Council of Temple:

BWH Holdings, LLC - Series 6, a Texas series limited liability company is the sole owner of the tract of land containing 6.867 acres ("the Tract"). The Tract is more particularly described by metes and bounds in Exhibit A attached to this petition.

The Tract is adjacent to a portion of the parent tract which was annexed into the City of Temple per Ordinance No. 94-2311. The owner is petitioning the City Council to take the appropriate action to annex the 6.867 acre tract.

BWH Holdings, LLC - Series 6,  
a Texas series limited liability company

  
\_\_\_\_\_  
Brandon Whatley, President

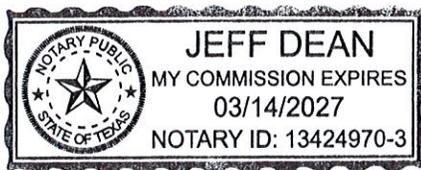
STATE OF TEXAS §

COUNTY OF BELL §

This instrument was acknowledged before me by Brandon Whatley, president of BWH Holdings, LLC - Series 6, a Texas series limited liability company on behalf of said entity.

Given under my hand and seal of office this 18 day of April, 2024.

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



VOLUNTARY PETITION FOR ANNEXATION

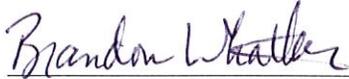
DATE: April 15, 2024

To the City Council of Temple:

BWH Holdings, LLC - Series 3, a Texas series limited liability company is the sole owner of the tract of land containing 9.909 acres ("the Tract"). The Tract is more particularly described by metes and bounds in Exhibit A attached to this petition.

The Tract is adjacent to a portion of the parent tract which was annexed into the City of Temple per Ordinance No. 94-2311. The owner is petitioning the City Council to take the appropriate action to annex the 9.909 acre tract.

BWH Holdings, LLC - Series 3,  
a Texas series limited liability company



Brandon Whatley, President

STATE OF TEXAS §

COUNTY OF BELL §

This instrument was acknowledged before me by Brandon Whatley, president of BWH Holdings, LLC - Series 3, a Texas series limited liability company on behalf of said entity.

Given under my hand and seal of office this 18 day of April, 2024.



  
Notary Public State of Texas



April 19, 2024

BWH Holdings, LLC – Series 6  
4404 Cedar Creek Rd  
Temple, TX 76504

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 6.867 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.

BWH Holdings, LLC – Series 6  
a Texas series limited liability company

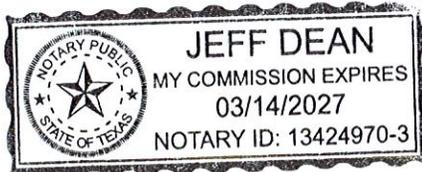
Signed: Brandon Whatley  
Brandon Whatley, President

STATE OF TEXAS §

COUNTY OF BELL §

This instrument was acknowledged before me by Brandon Whatley, president of BWH Holdings, LLC – Series 6, a Texas series limited liability company on behalf of said entity.

Given under my hand and seal of office this 22 day of April, 2024.



Jeff Dean  
Notary Public State of Texas



April 19, 2024

BWH Holdings, LLC – Series 3  
4404 Cedar Creek Rd  
Temple, TX 76504

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 9.909 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.

BWH Holdings, LLC – Series 3  
a Texas series limited liability company

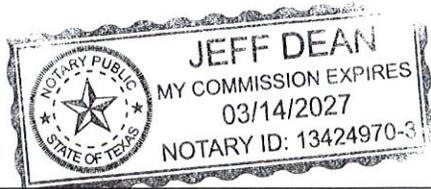
Signed: Brandon Whatley  
Brandon Whatley, President

STATE OF TEXAS §

COUNTY OF BELL §

This instrument was acknowledged before me by Brandon Whatley, president of BWH Holdings, LLC – Series 3, a Texas series limited liability company on behalf of said entity.

Given under my hand and seal of office this 22 day of April, 2024.



Jeff Dean  
Notary Public State of Texas

**MUNICIPAL SERVICES AGREEMENT**  
**BETWEEN THE CITY OF TEMPLE, TEXAS AND**  
**BWH HOLDINGS LLC – SERIES 3 & BWH**  
**HOLDINGS LLC SERIES - 6**

This Municipal Services Agreement ("Agreement") is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Temple, Texas, a home-rule municipality of the State of Texas, ("City") and BWH Holdings LLC – Series 6, a Texas limited liability company and BWH Holdings, LLC – Series 3, a Texas limited liability company ("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 16.776 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-24-5-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

BWH HOLDINGS, LLC – SERIES 3

By: BWH Holdings, LLC – Series 3

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

By: Brandon Whatley  
Brandon Whatley,  
Managing Member

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

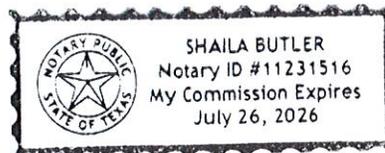
STATE OF TEXAS §  
COUNTY OF BELL §

This instrument was acknowledged before me on May 21, 2024 by **Brandon Whatley**,  
Managing Member, of BWH Holdings, LLC – Series 3, a Texas limited liability company, on  
behalf of said company.

Shaila Butler  
Notary Public, State of Texas

APPROVED AS TO FORM

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



CITY OF TEMPLE

BWH HOLDINGS, LLC – SERIES 6

By: BWH Holdings, LLC – Series 6

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

By: Brandon Whatley  
Brandon Whatley,  
Managing Member

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

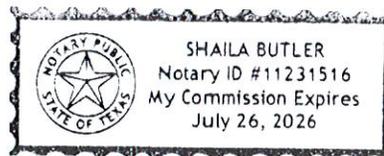
STATE OF TEXAS           §  
COUNTY OF BELL       §

This instrument was acknowledged before me on May 21, 2021 by **Brandon Whatley**,  
Managing Member of BWH Holdings, LLC – Series 6, a Texas limited liability company, on  
behalf of said company.

Shaila Butler  
Notary Public, State of Texas

APPROVED AS TO FORM

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



Bearing Base: Texas State Plane  
Coordinate System (NAD 1983) as  
determined by G.P.S. observation.

TEMPLE ECONOMIC DEVELOPMENT CORPORATION  
DOC.NO. 2023050212

TEMPLE ECONOMIC DEVELOPMENT CORPORATION  
DOC.NO. 2022073833

BWH HOLDINGS LLC SERIES 6  
DOC.NO. 2023016844

BWH HOLDINGS LLC SERIES 3  
DOC.NO. 2021035438

CITY OF TEMPLE  
DOC.NO. 2016037340

TEMPLE INDUSTRIAL PARK WEST  
DOCUMENT NO. 2023002474

LOT 1

MOORES MILL ROAD  
DOC.NO. 2018049047

CITY OF TEMPLE  
DOC.NO. 2018043381

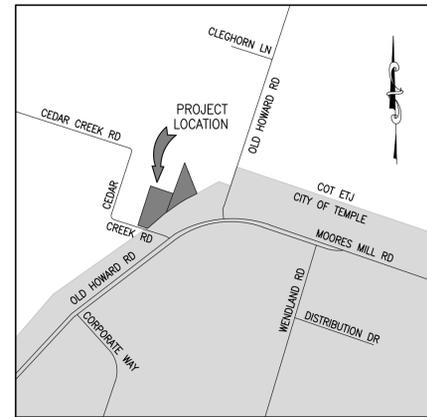
CITY OF TEMPLE  
DOC.NO. 2018043381

OLD HOWARD ROAD

CITY OF TEMPLE ETJ  
CITY OF TEMPLE  
(ORD.# 94-2311)

6.867 ACRES

9.909 ACRES



LOCATION MAP N.T.S.

SCALE 1:100

# EXHIBIT A

© TURLEY ASSOCIATES, INC.

THIS DRAWING IS THE  
PROPERTY OF TURLEY  
ASSOCIATES, INC. AND MUST BE  
SURRENDERED UPON REQUEST.  
THE INFORMATION THEREON  
MAY NOT BE REPRODUCED  
WITHOUT THE WRITTEN  
PERMISSION OF TURLEY  
ASSOCIATES, INC.

ANNEXATION SKETCH:  
9.909 AND 6.867 ACRES

4170 CEDAR CREEK ROAD  
6000 OLD HOWARD ROAD  
HENRY MILLARD SURVEY, ABSTRACT NO. 552  
EXTRATERRITORIAL JURISDICTION OF THE CITY OF TEMPLE,  
BELL COUNTY, TEXAS

PREPARED FOR:  
BWH HOLDINGS, LLC

## REVISIONS

DATE	DESCRIPTION	DFTR

DRAFTSMAN:  
AMJ

DATE:  
4/12/2024

COMPUTER FILE NAME:  
23-3249 ANNEXATION

REFERENCE DRAWING NUMBERS:

JOB NUMBER:  
23-3249

DRAWING NUMBER:  
233249-D

PAGE #  
1

ALL COORDINATE VALUES ARE REFERENCED TO CITY MONUMENT NUMBER 111  
THE THETA ANGLE AT SAID CITY MONUMENT IS 01° 32' 04"  
THE COMBINED CORRECTION FACTOR (CCF) IS 0.999849  
PUBLISHED CITY COORDINATES ARE X = 3,228,216.66 Y = 10,397,962.52  
THE TIE FROM THE ABOVE CITY MONUMENT TO THE POINT OF BEGINNING (POB) IS  
N. 81° 34' 50" W., 3514.34 FEET.  
GRID DISTANCE = SURFACE DISTANCE X CCF GEODETIC NORTH = GRID NORTH + THETA ANGLE

STATE OF TEXAS I KNOW ALL MEN BY THESE PRESENTS, that I Michael E. Alvis,  
a Registered Professional Land Surveyor in the State of Texas,  
do hereby certify that this survey was this day made  
on the ground of the property described herein and  
is correct.

IN WITNESS THEREOF, my hand and seal, this the 15th day of April 2024.



*Michael E. Alvis*  
Michael E. Alvis, R.P.L.S., No. 5402



BEING a 6.867 acre tract of land situated in the HENRY MILLARD SURVEY, ABSTRACT No. 552, Bell County, Texas and being a part or portion of that certain remainder 18.677 acre tract of land described in a Warranty Deed dated April 15, 2023 from Marcia Ann Judd and husband, Jeffrey Neal Cox to BWH Holdings, LLC - Series 6 and being of record in Document No. 2023016844, Official Public Records of Bell County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a point in the west boundary line of the said remainder 18.677 acre tract and being in the east boundary line of that certain 11.48 acre tract of land described in a Special Warranty Deed with Vendor's Lien dated June 4, 2021 from William Todd Burgwin, Independent Administrator of the Estate of William Harold Burgwin, Jr., Deceased to BWH Holdings, LLC - Series 3 and being of record in Document No. 2021035438, Official Public Records of Bell County, Texas bearing N. 18° 32' 29" E., 484.80 feet from a 2" iron pipe found being the southwest corner of the said remainder 18.677 acre tract and being the southeast corner of the said 11.48 acre tract and being in the north right-of-way line of Cedar Creek Road for corner;

THENCE N. 18° 32' 29" E., 460.11 feet with the west boundary line of the said remainder 18.677 acre tract ( calls N. 20° 45' 22" E., 1701.49 feet ) and with the east boundary line of the said 11.48 acre tract to a 1/2" iron rod with cap stamped "RPLS 2475" set being the northeast corner of the said 11.48 acre tract and being the southeast corner of that certain 25.25 acre tract of land described in a Warranty Deed dated March 4, 1976 from Marvin W. Doughty and wife, Erna Doughty to Gary M. Doughty and wife, Carroll Doughty and being of record in Volume 1372, Page 231, Deed Records of Bell County, Texas for corner;

THENCE N. 18° 31' 03" E., 756.58 feet departing the said 11.48 acre tract and with the west boundary line of the said remainder 18.677 acre tract ( calls N. 20° 45' 22" E., 1701.49 feet ) and with the east boundary line of the said 25.25 acre tract to a 1/2" iron rod with cap stamped "RPLS 2475" set being the north corner of the said remainder 18.677 acre tract and being an angle point in the west boundary line of that certain 18.677 acre tract of land described in a Special Warranty Deed dated December 15, 2022 from Donna Marie Nowak and husband, John Nowak to Temple Economic Development Corporation and being of record in Document No. 2022073833, Official Public Records of Bell County, Texas for corner;

THENCE S. 23° 39' 02" E., 761.27 feet departing the said 25.25 acre tract and with the northeast boundary line of the said remainder 18.677 acre tract ( calls S. 21° 25' 31" E., 1263.29 feet ) and with the southwest boundary line of the said 18.677 acre tract to a 1/2" iron rod with cap stamped "RPLS 2475" set for corner;

THENCE departing the northeast boundary line of the said remainder 18.677 acre tract and the southwest boundary line of the said 18.677 acre tract and over and across the said remainder 18.677 acre tract the following five ( 5 ) calls:

- 1) S. 61° 12' 34" W., 277.99 feet to a point for corner;
- 2) S. 56° 45' 33" W., 155.64 feet to a point for corner;
- 3) S. 54° 20' 57" W., 171.01 feet to a point for corner;
- 4) S. 52° 35' 48" W., 145.31 feet to a point for corner;

5) S. 52° 22' 40" W., 80.53 feet to the Point of BEGINNING and containing 6.867 acres of land.

\*\*\*\*\*

I, Michael E. Alvis, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that these field notes are a correct representation of a survey made on the ground.

*Michael E. Alvis*

Michael E. Alvis, RPLS#5402  
April 15, 2024



THIS PROJECT IS REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE. ALL DISTANCES ARE HORIZONTAL GRID DISTANCES UNLESS NOTED.

ALL COORDINATE VALUES ARE REFERENCED TO CITY OF TEMPLE MONUMENT NUMBER 111  
THE THETA ANGLE AT SAID CITY MONUMENT IS 01° 32' 04"  
THE COMBINED CORRECTION FACTOR (CCF) IS 0.999849  
PUBLISHED CITY COORDINATES ARE X = 3,228,216.66 Y = 10,397,962.52  
THE TIE FROM THE ABOVE CITY MONUMENT TO THE POINT OF BEGINNING (POB) IS  
N. 81° 34' 50" W., 3514.34 FEET.  
GRID DISTANCE = SURFACE DISTANCE X CCF GEODETIC NORTH = GRID NORTH + THETA ANGLE

BEING a 9.909 acre tract of land situated in the HENRY MILLARD SURVEY, ABSTRACT No. 552, Bell County, Texas and being a part or portion of that certain 11.48 acre tract of land described in a Special Warranty Deed with Vendor's Lien dated June 4, 2021 from William Todd Burgwin, Independent Administrator of the Estate of William Harold Burgwin, Jr., Deceased to BWH Holdings, LLC - Series 3 and being of record in Document No. 2021035438, Official Public Records of Bell County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a point being in the east boundary line of the said 11.48 acre tract and being in the west boundary line of that certain remainder 18.677 acre tract of land described in a Warranty Deed dated April 15, 2023 from Marcia Ann Judd and husband, Jeffrey Neal Cox to BWH Holdings, LLC - Series 6 and being of record in Document No. 2023016844, Official Public Records of Bell County, Texas bearing N. 18° 32' 29" E., 484.80 feet from a 2" iron pipe found being the southeast corner of the said 11.48 acre tract and being the southwest corner of the said remainder 18.677 acre tract and being in the north right-of-way line of Cedar Creek Road for corner;

THENCE departing the east boundary line of the said 11.48 acre tract and the west boundary line of the said remainder 18.677 acre tract and over and across the said 11.48 acre tract the following two ( 2 ) calls:

- 1) S. 52° 22' 40" W., 56.69 feet to a point for corner;
- 2) S. 47° 21' 24" W., 508.76 feet to a point being in the south boundary line of the said 11.48 acre tract and being in the said north right-of-way line bearing N. 73° 07' 30" W., 276.90 feet from the said 2" iron pipe found for corner;

THENCE N. 73° 07' 30" W., 234.16 feet with the south boundary line of the said 11.48 acre tract ( calls N. 70° 53' 59" W., 511.06 feet ) and with the said north right-of-way line to a 1/2" iron rod with cap stamped "RPLS 2475" set being the southwest corner of the said 11.48 acre tract and being the southeast corner of that certain Lot 13, Block 1, Long View Estates according to the map or plat of record in Year 2016, Plat No. 100, Plat Records of Bell County, Texas for corner;

THENCE N. 16° 17' 23" E., 943.60 feet departing the said north right-of-way line and with the west boundary line of the said 11.48 acre tract ( calls N. 18° 30' 54" E., 943.6 feet ) and with the east boundary line of the said Lot 13, Block 1 and continuing with the east boundary line of Lot 10, said Block 1 ( calls S. 16° 14' 27" W., 736.00 feet and S. 16° 20' 50" W., 206.96 feet ) to a 1/2" iron rod with cap stamped "RPLS 2475" set being the northwest corner of the said 11.48 acre tract and being the northeast corner of the said Lot 10, Block 1 and being in the south boundary line of that certain 25.25 acre tract of land described in a Warranty Deed dated March 4, 1976 from Marvin W. Doughty and wife, Erna Doughty to Gary M. Doughty and wife, Carroll Doughty and being of record in Volume 1372, Page 231, Deed Records of Bell County, Texas for corner;

THENCE S. 73° 13' 31" E., 548.18 feet departing the said Lot 10, Block 1 and with the north boundary line of the said 11.48 acre tract ( calls S. 71° E., 548.18 feet ) and with the south boundary line of the said 25.25 acre tract to a 1/2" iron rod with cap stamped "RPLS 2475" set being the northeast corner of the said 11.48 acre tract and being the southeast corner of the said 25.25 acre tract and being in the west boundary line of the said remainder 18.677 acre tract for corner;

THENCE S. 18° 32' 29" W., 460.11 feet departing the said 25.25 acre tract and with the east boundary line of the said 11.48 acre tract ( calls S. 20° 46' W., 944.91 feet ) and with the west boundary line of the said remainder 18.677 acre tract to the Point of BEGINNING and containing 9.909 acres of land.

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I, Michael E. Alvis, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that these field notes are a correct representation of a survey made on the ground.

*Michael E. Alvis*

Michael E. Alvis, RPLS#5402  
April 15, 2024



THIS PROJECT IS REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE. ALL DISTANCES ARE HORIZONTAL GRID DISTANCES UNLESS NOTED.

ALL COORDINATE VALUES ARE REFERENCED TO CITY OF TEMPLE MONUMENT NUMBER 111  
THE THETA ANGLE AT SAID CITY MONUMENT IS 01° 32' 04"  
THE COMBINED CORRECTION FACTOR (CCF) IS 0.999849  
PUBLISHED CITY COORDINATES ARE X = 3,228,216.66 Y = 10,397,962.52  
THE TIE FROM THE ABOVE CITY MONUMENT TO THE POINT OF BEGINNING (POB) IS  
N. 81° 34' 50" W., 3514.34 FEET.  
GRID DISTANCE = SURFACE DISTANCE X CCF GEODETIC NORTH = GRID NORTH + THETA ANGLE