

RESOLUTION NO. ___-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSON CITY APPROVING THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF JOHNSON CITY AND TX- 290-1031, LLC, FOR 50.48 ACRES OF LAND LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY ON THE SOUTH SIDE OF U.S. HIGHWAY 290 W., AND 0.70 MILES WEST OF N. NUGENT AVE.; AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

RECITALS

WHEREAS, On April 18, 2023, the City of Johnson City ("City") entered into a development agreement with TX-290-1031, LLC ("Owner" or "Developer"), in accordance with Chapter 212 of the Texas Local Government Code, for development of Owner's property of 50.48 acres of land located on the south side of U.S. Highway 290 W. and approximately 0.70 miles west of N. Nugent Ave., and within the City's extraterritorial jurisdiction ("Property") and its subsequent annexation by the City; and

WHEREAS, the City's Capital Improvements Plan and Impact Fee Study (July 2022) ("Study") provides for the extension and construction of utility lines resulting from development and growth in the City, and

WHEREAS, the Study provides for modifications to the routing and placement of utility service lines to accommodate construction and for operational efficiency, and adjustments for the construction and layout of the utility lines for the Project have been made and identified in the Development Agreement; and

WHEREAS, on January 9, 2024, City Council approved a resolution accepting dedication of a 25-foot wide utility easement for construction of a 12-inch water main, attached hereto as Exhibit "B", and

WHEREAS, the City Council and Owner/Developer desire to enter into the First Amendment to the Development Agreement for the purpose of relocating a public utility easement onto the Owner/Developer's Property, with all attorney's fees related to processing the First Amendment to be paid to City by Owner/Developer.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Johnson City that:

SECTION 1. FINDINGS OF FACT

The foregoing recitals are adopted as facts and are incorporated fully herein.

SECTION 2. APPROVAL OF AGREEMENTS

- A. The City Council of the City of Johnson City hereby approves the First Amendment to the Development Agreement as outlined and contained in Exhibit “A”.
- B. The City Council authorizes the Mayor to execute the First Amendment to the Development Agreement on behalf of the City. The amended Development Agreement shall be recorded in the Official Property Records of Blanco County.
- C. Except as amended by this Amendment, the Development Agreement shall remain in full force and effect.

SECTION 3. REPEALER AND SEVERABILITY

- A. **REPEALER:** All resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters regulated herein.
- B. **SEVERABILITY:** Should any of the clauses, sentences, paragraphs, sections or parts of this Resolution be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Resolution.

SECTION 4. EFFECTIVE DATE

This Resolution shall be effective immediately upon approval and adoption by the City Council.

DULY RESOLVED, APPROVED, AND ADOPTED by the City Council of the City of Johnson City, Texas on the __ day of _____, 2024.

(Signature Page Follows)

APPROVED:

Stephanie Fisher, Mayor

ATTEST:

Whitney Walston, City Secretary

APPROVED AS TO FORM:

LEE SIMMONS, City Attorney
Denton Navarro Rodriguez Bernal Santee & Zech, PC

Exhibit "A"
First Amendment to the Development Agreement Between
the City of Johnson City and TX-290-1031, LLC

STATE OF TEXAS §
 §
COUNTY OF BLANCO §

**FIRST AMENDMENT TO THE
DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF JOHNSON CITY AND TX-290-1031, LLC**

This First Amendment to the Development Agreement ("First Amendment") is made and entered into by and between the City of Johnson City, Texas, a Type A General Law municipal corporation ("City"), and TX-290-1031, LLC, a Texas limited liability company ("Owner"; "Developer"), individually referred to as the "Party" and, collectively, as the "Parties".

RECITALS

WHEREAS, On April 18, 2023, the City of Johnson City ("City") entered into a development agreement (the "Agreement") with TX-290-1031, LLC ("Owner" or "Developer"), in accordance with Chapter 212 of the Texas Local Government Code, for development of Owner's property of 50.48 acres of land located on the south side of U.S. Highway 290 W. and approximately 0.70 miles west of N. Nugent Ave., and within the City's extraterritorial jurisdiction ("Property") and its subsequent annexation by the City; and

WHEREAS, the City's Capital Improvements Plan and Impact Fee Study (July 2022) ("Study") provides for the extension and construction of utility lines resulting from development and growth in the City; and

WHEREAS, the Study provides for modifications to the routing and placement of utility service lines (the "Utility Lines") to accommodate construction and for operational efficiency, and adjustments for the construction and layout of the utility lines for the Project have been made and identified in the Agreement; and

WHEREAS, the Agreement currently provides for the Utility Lines to be placed within TxDOT right-of-way; and

WHEREAS, the City Council and Owner/Developer desire to enter into the First Amendment to the Development Agreement for the purpose of relocating placement of the Utility Lines from TxDOT right-of-way to a public utility easement on Owner/Developer's Property.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Johnson City that the Agreement shall be amended as follows:

1. Section 1.4.1.2(a) is amended as follows:

In accordance with City water and wastewater standards and regulations, approximately 1,945 linear feet of offsite / onsite 12-inch diameter water main from an existing 10-inch main located near Danz Well Road and N. Ave. Q, south across W. U.S. Highway 290, and west across the entire front Property line, as more particularly depicted in Exhibit "C", "Offsite / Onsite Water and Wastewater

Improvements,” attached hereto and incorporated fully herein. 12-inch water mains shall not be located in private easements, but rather, shall be located in public right-of-way and memorialized in a publicly dedicated easement as described in Resolution No. R24-118, recorded in Document No. 240223 in the Real Property Records of Blanco County.

2. Exhibit “D” (Impact Fee Credit Agreement) Section 1(A)(1) is amended as follows:

1. Approximately 1,945 linear feet of offsite / onsite 12-inch diameter water main from an existing 10-inch main located near Danz Well Road and N. Ave. Q, south across W. U.S. Highway 290, and west across the entire front Property line.

4. This First Amendment to the Development Agreement shall be recorded in the Official Property Records of Blanco County.

5. Except as amended by this Amendment, the Development Agreement shall remain in full force and effect.

(Signature Pages Follow)

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this First Amendment on the dates indicated below and is effective as of the date of the last signature.

CITY: CITY OF JOHNSON CITY, TEXAS

Stephanie Fisher, Mayor
303 E. Pecan Drive (Physical)
P.O. Box 369 (Mailing)
Johnson City, Texas 78636

Date: _____

Attest:

Whitney Walston, City Secretary

Date: _____

ACKNOWLEDGEMENT

This instrument was acknowledged before me on this __ day of _____, 2024 by Stephanie Fisher, Mayor of the City of Johnson City, Texas, a Texas Type A General Law municipality, on behalf of said municipality, known to me to be the person whose name is subscribed to the foregoing instrument.

Notary Public

Date

DEVELOPER: TX-290-1031, LLC, a Texas Limited Liability Company
4064 West US Highway 290
Johnson City, Texas 78636

Signature

Date: _____

Printed Name

Title

ACKNOWLEDGEMENT

This instrument was acknowledged before me on this ___ day of _____, 2024 by (name) _____, (title) _____ of TX-290-1031, LLC, a Texas limited liability company, on behalf of said company, known to me to be the person whose name is subscribed to the foregoing instrument.

Notary Public

Date

Exhibit "B"

RESOLUTION NO. R24-118

A RESOLUTION OF THE CITY OF JOHNSON CITY, TEXAS, FORMALLY ACCEPTING A DEDICATION OF A TWENTY-FIVE FOOT (25') WIDE EASEMENT FOR CONSTRUCTION AND INSTALLATION OF A TWELVE INCH (12") WATER MAIN AND WASTEWATER LINE, AND FOR ACCESS TO CONSTRUCT, INSTALL, MAINTAIN, OPERATE, UPGRADE, REPLACE, REMOVE, AND REPAIR SAME; AND ADDRESSING RELATED MATTERS.

WHEREAS, the City of Johnson City (sometimes "City") is a Type A General Law Municipality organized under the laws of the State of Texas; and

WHEREAS, the City, through its Public Water System, provides water services to citizens within its municipal boundaries; and

WHEREAS, the City Council of the City of Johnson City finds that local and area growth and other factors render it necessary to expand its water infrastructure, in order to better provide water service to its citizens and thereby improve the public health, safety, and general welfare; and

WHEREAS, TX-290-1031, LLC has agreed to dedicate a utility easement on, across, upon, under, and through their approximately 0.66-acre property located in the Zeno J. Hemphill survey for the installation, construction, operation, maintenance, replacement, repair, upgrade, and removal of a twelve-inch (12") water main and subsequent wastewater line to be determined by the City, including access by the City and its employees and agents in order to effectuate the same, and in order to better enable the City to provide water services to the public; and

WHEREAS, the City Council of the City of Johnson City finds and determines that formal acceptance of the easement will enhance the development of the area and improve the general health, welfare and public safety of the City of Caldwell.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF JOHNSON CITY, TEXAS, THAT:

Section 1. The recitals set forth above are true, correct, are incorporated herein and made a part hereof.

Section 2. The City Council hereby finds and determines that it is in the best interest of the City of Johnson City to accept the dedication of a twenty-five-foot (25') wide easement, as provided in **Exhibit "A"**, for use as uninterrupted pedestrian and vehicular ingress to and egress across and over the 0.66-acre tract for the installation, construction, operation, maintenance, replacement, repair, upgrade, and removal of, and access to, the twelve-inch (12") water main and wastewater line.

Section 3. That the City Council of the City of Johnson City hereby accepts the dedication of the utility and access easement therein constructed for construction, installation, maintenance, and repair of, and access to the twelve-inch (12") water main and wastewater line.

Section 4. That the Chief Administrative Officer is hereby authorized to execute any additional instruments, if needed, that may be reasonably necessary to fulfill the intent of this Resolution.

Section 5. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as part of the judgment and finding of the City Council.

Section 6. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 7. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

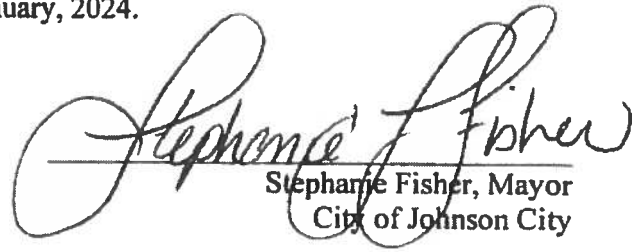
Section 8. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 9. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

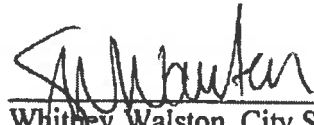
Section 10. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

(Signature Page Follows)

PASSED AND APPROVED on the 9th day of January, 2024.


Stephanie Fisher, Mayor
City of Johnson City

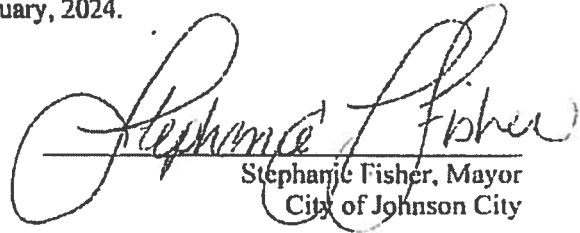
ATTEST:


Whitney Walston, City Secretary
City of Johnson City

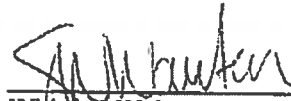
APPROVED AS TO FORM:

CHARLES E. ZECH, City Attorney
Denton Navarro Rocha Bernal & Zech, PC

PASSED AND APPROVED on the 9th day of January, 2024.


Stephanie Fisher, Mayor
City of Johnson City

ATTEST:


Whitney Walston, City Secretary
City of Johnson City

APPROVED AS TO FORM:

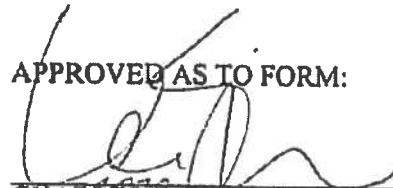

CHARLES E. ZECH, City Attorney
Denton Navarro Rocha Bernal & Zech, PC
Lee SIMMONS

Exhibit "A"

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**EASEMENT AGREEMENT FOR
PUBLIC UTILITIES**

Date: January 9, 2024

GRANTOR: TX-290-1031, LLC, a Limited Liability Company organized and in good standing in the State of Texas

**GRANTOR'S
MAILING ADDRESS:** 4064 West US Highway 290
Johnson City, Texas 78636
Blanco County, Texas

GRANTEE: CITY OF JOHNSON CITY, TEXAS, a Type A General Law City and Municipal Government of the State of Texas

**GRANTEE'S
MAILING ADDRESS:** P.O. Box 369
Johnson City, Texas
78636 Blanco County,
Texas

EASEMENT PROPERTY:

A 0.66-acre tract of land, located in the Zeno J. Hemphill Survey No. 167, Abstract No. 262, situated in Blanco County, Texas, being part of that certain 50.48-acre tract of land described in Clerk's Document Number 171364 of the Official Public Records of Blanco County (the "Easement Property").

EASEMENT:

Being a 25-foot-wide easement consisting of 0.66 acres and located over, across, under, and through the Easement Property, running parallel with U.S. Highway 290 West, starting at the northwest corner of the Easement Property and extending the full length of the 0.66-acre tract until terminating at the northeast corner of the above mentioned tract, and as more specifically depicted and described on Exhibit "A-1" attached hereto.

EASEMENT PURPOSE:

The Easement shall be used for the installation, construction, operation, maintenance, replacement, repair, upgrade, and removal of a 12-inch water main and future wastewater line to allow the City of Johnson City, Texas, to place the water main and wastewater line across the 0.66-acre tract as described above.

CONSIDERATION:

Ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor.

RESERVATIONS FROM CONVEYANCE:

None

EXCEPTIONS TO WARRANTY:

Any matters appearing of record.

GRANT OF EASEMENT:

Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grant, sell, and convey to Grantee and Grantee's successors and assigns the Easement over, on, and across the Easement Property for the Easement Purpose and for the benefit of the Grantee, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part thereof, except as to the Reservations from Conveyance and Exceptions to Warranty.

TERMS AND CONDITIONS:

The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement is in gross. The Easement is exclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's heirs, successors, and assigns who at any time own the Easement Property or any interest in the Easement Property (as applicable, the "Holder").
2. *Duration of Easement.* The duration of the Easement is perpetual.
3. *Reservation of Rights.* Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to continue to use and enjoy the surface of the Easement Property for all purposes that do not interfere with or interrupt the use or enjoyment of the Easement by Holder for the Easement Purposes. Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement in conjunction with Holder, as long as such further conveyance is subject to the terms of this agreement and the other users agree to bear a proportionate part of the costs of improving and maintaining the Easement.
4. *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Easement Property will be at the sole expense of Holder. Holder has the right to eliminate any encroachments into the Easement Property. Holder must maintain the Easement Property in a neat and clean condition. Holder has the right to construct, install, maintain, replace, and remove a road with all culverts, bridges, drainage ditches, sewer facilities, and similar or related utilities and facilities under or across any portion of the Easement Property (collectively, the "Road Improvements"). All matters concerning the configuration, construction, installation, maintenance, replacement, and removal of the Road Improvements are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement. Holder has the right to remove or relocate any fences within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Road Improvements or for the road to continue onto other lands or easements owned by Holder and adjacent to the Easement Property, subject to replacement of the fences to their original condition on the completion of the work. The rights granted to Holder under this section shall extend to its agents, employees, designees, contractors, and invitees. On written request by Holder, the owners of the Easement Property will execute or join in the execution of easements for sewer, drainage, or utility facilities under or across the Easement Property.
5. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law

or in equity.

6. *Attorney's Fees.* If any party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

7. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

8. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

9. *Integration.* This agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.

10. *Waiver of Default.* It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

11. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

12. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

13. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

14. *Recitals.* Any recitals in this agreement are represented by the parties to be accurate and constitute a part of the substantive agreement.

15. Time. Time is of the essence. Unless otherwise specified, all references to “days” mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

(Signature Pages Follow)

GRANTOR:
TX-290-1031, LLC, an owner of real property

By: 

Print: Jeff Carter

Title: Manager

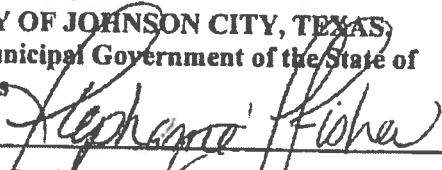
STATE OF TEXAS
COUNTY OF BLANCO

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State on this day personally appeared: Jeff Carter, known to me to be the person whose name is subscribed to the fore going instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2024.

NOTARY PUBLIC, State of Texas

GRANTEE:
CITY OF JOHNSON CITY, TEXAS,
a Municipal Government of the State of Texas

By: 

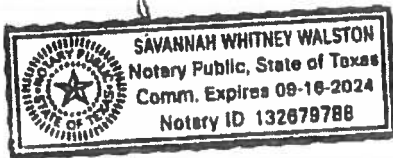
Print: Stephanie Fisher

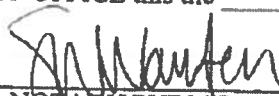
Title: Mayor of the City of Johnson City

STATE OF TEXAS
COUNTY OF BLANCO

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State on this day personally appeared: Stephanie Fisher, known to me to be the person whose name is subscribed to the fore going instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19 day of January, 2024.




NOTARY PUBLIC, State of Texas

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

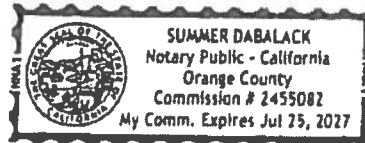
State of California
County of Orange)

On 01/22/2024 before me, Summer Dabalack, Notary Public
(insert name and title of the officer)

personally appeared Jeff Carter
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Summer Dabalack (Seal)

GRANTOR:
TX-290-1031, LLC, an owner of real property

By:

Print: Jeff Carter

Title: Manager

STATE OF TEXAS
COUNTY OF BLANCO

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State on this day personally appeared: Jeff Carter, known to me to be the person whose name is subscribed to the fore going instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2024.

NOTARY PUBLIC, State of Texas

GRANTEE:
CITY OF JOHNSON CITY, TEXAS,
a Municipal Government of the State of Texas

By:

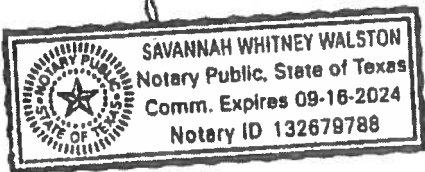
Print: Stephanie Fisher

Title: Mayor of the City of Johnson City

STATE OF TEXAS
COUNTY OF BLANCO

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State on this day personally appeared: Stephanie Fisher, known to me to be the person whose name is subscribed to the fore going instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19 day of January, 2024.



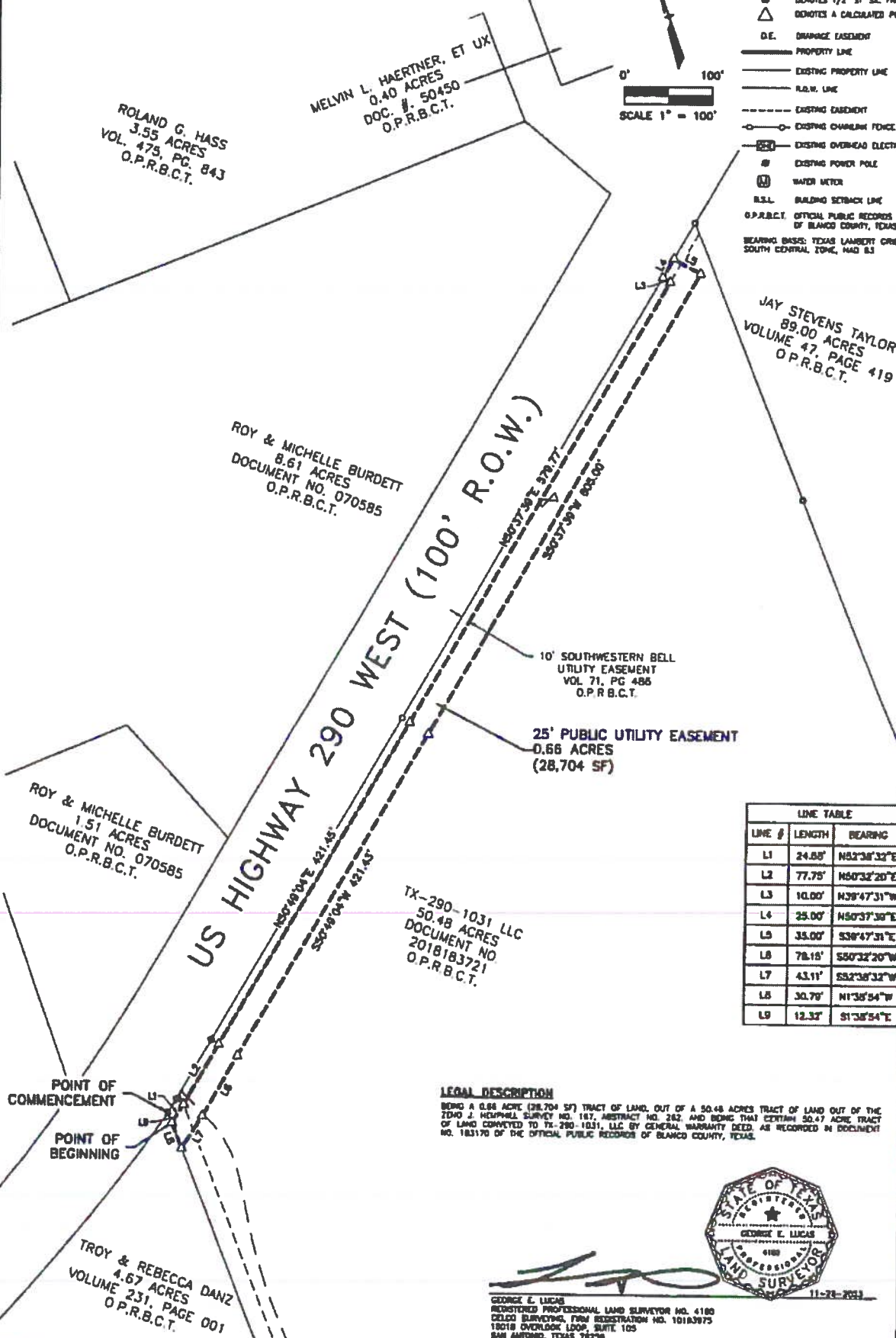
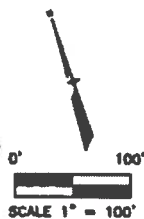
NOTARY PUBLIC, State of Texas

Exhibit "A-1"
Legal Description and Survey

SKETCH TO ACCOMPANY FIELD NOTES

LEGEND

- ⊙ CONCRETE BENCHMARK
- CONCRETE 1/2" ST. IR. SET
- ⊗ CONCRETE 1/2" ST. IR. PND.
- △ CONCRETE A CALCULATED POINT
- D.E. DRAINAGE EASEMENT
- PROPERTY LINE
- EXISTING PROPERTY LINE
- R.O.W. LINE
- - - EXISTING EASEMENT
- EXISTING CHAINLINK FENCE
- EXISTING OVERHEAD ELECTRIC
- # EXISTING POWER POLE
- Ⓜ WATER METER
- B.S.L. BUILDING SETBACK LINE
- O.P.R.B.C.T. OFFICIAL PUBLIC RECORDS OF BLANCO COUNTY, TEXAS.
- BEARING BASE: TEXAS LANGRISH GRID, SOUTH CENTRAL ZONE, NAD 83



ROLAND G. HASS
3.55 ACRES
VOL. 473, PG. 843
O.P.R.B.C.T.

MELVIN L. HAERTNER, ET UX
0.40 ACRES
DOC. # 50450
O.P.R.B.C.T.

ROY & MICHELLE BURDETT
8.61 ACRES
DOCUMENT NO. 070585
O.P.R.B.C.T.

JAY STEVENS TAYLOR
89.00 ACRES
VOLUME 47, PAGE 419
O.P.R.B.C.T.

10' SOUTHWESTERN BELL
UTILITY EASEMENT
VOL. 71, PG. 486
O.P.R.B.C.T.

25' PUBLIC UTILITY EASEMENT
0.66 ACRES
(28,704 SF)

ROY & MICHELLE BURDETT
1.51 ACRES
DOCUMENT NO. 070585
O.P.R.B.C.T.

TX-290-1031 LLC
50.48 ACRES
DOCUMENT NO
2018183721
O.P.R.B.C.T.

POINT OF
COMMENCEMENT

POINT OF
BEGINNING

TROY & REBECCA DANZ
4.67 ACRES
VOLUME 231, PAGE 001
O.P.R.B.C.T.

LINE TABLE		
LINE #	LENGTH	BEARING
L1	24.85'	N82°38'32"E
L2	77.75'	N60°32'20"E
L3	10.00'	N38°47'31"W
L4	25.00'	N50°37'30"E
L5	35.00'	S38°47'31"E
L6	78.18'	S50°32'20"W
L7	43.11'	S82°38'32"W
L8	30.79'	N1°38'54"W
L9	12.32'	S1°38'54"E

LEGAL DESCRIPTION

BEING A 0.66 ACRES (28,704 SF) TRACT OF LAND, OUT OF A 50.48 ACRES TRACT OF LAND OUT OF THE 2040 J. HEMPHILL SURVEY NO. 167, ABSTRACT NO. 262, AND BEING THAT CERTAIN 30.47 ACRES TRACT OF LAND CONVEYED TO TX-290-1031, LLC BY GENERAL WARRANTY DEED, AS RECORDED IN DOCUMENT NO. 183170 OF THE OFFICIAL PUBLIC RECORDS OF BLANCO COUNTY, TEXAS.



GEORGE E. LUCAS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4180
CELEB SURVEYING, FIRM REGISTRATION NO. 10183975
13018 OVERLOOK LOOP, SUITE 105
SAN ANTONIO, TEXAS 78228
OFFICE (512) 638-4837

FIELD NOTE DESCRIPTION FOR AN 0.66 ACRE (28,704 SF) TRACT OF LAND, SITUATED IN BLANCO COUNTY, TEXAS:

BEING A 0.66 ACRE (28,704 SF) TRACT OF LAND, OUT OF A 50.48 ACRES TRACT OF LAND OUT OF THE ZENO J. HEMPHILL SURVEY NO. 167, ABSTRACT NO. 262, AND BEING THAT CERTAIN 50.47 ACRE TRACT OF LAND CONVEYED TO TX-290-1031, LLC BY GENERAL WARRANTY DEED, AS RECORDED IN DOCUMENT NO. 183170 OF THE OFFICIAL PUBLIC RECORDS OF BLANCO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a 1/2" iron found, lying in the south right-of-way line of US Highway 290, a public road, common with the north line of said TX-290-1031, LLC tract, marking the northwest corner of said TX-290-1031, LLC, common with the northeast corner of a 4.67 acre tract of land, conveyed by Gift Deed to Troy and Rebecca Danz as recorded in Volume 231, Page 001 of the Official Public Records of Blanco, Texas;

THENCE, South 01°38'54" East, along the east line of said Danz tract, common with the west line of said TX-290-1031, LLC tract, a distance of 12.32 feet, to a calculated point, for the northwest corner of this tract and the POINT OF BEGINNING;

THENCE, along the north line of this tract, through and across said TX-290-1031, LLC tract, the following five (5) courses and distances:

- 1) North 52°38'32" East, a distance of 24.68 feet, to a calculated point, for an angle corner of this tract;**
- 2) North 50°32'20" East, a distance of 77.75 feet, to a calculated point, for an angle corner of this tract**
- 3) North 50°49'04" East, a distance of 421.45 feet, to a calculated point, for an angle corner of this tract;**
- 4) North 50°37'39" East, a distance of 579.77 feet, to a calculated point, for an angle corner of this tract, and;**
- 5) North 39°47'31" West, a distance of 10.00 feet, to a calculated point, lying in the south right-of-way line of US Highway 290, a public road, common with the north line of said TX-290-1031, LLC tract, for an angle corner of this tract;**

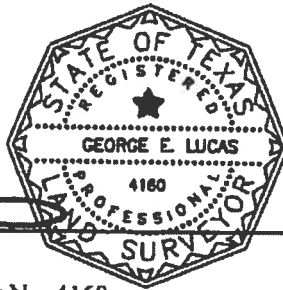
THENCE, North 50°37'39" East, along the south right-of-way line of said US Highway 290, common with the north line of said TX-290-1031, LLC tract, a distance of 25.00 feet, to a calculated point, marking an angle corner of said TX-290-1031, LLC tract, common with an angle corner of said US Highway 290, for the northeast corner of this tract;

THENCE, leaving the south right-of-way line of said US Highway 290, common with the north line of said TX-290-1031, LLC tract, along the east and south lines of this tract, through and across said TX-290-1031, LLC tract, the following five (5) courses and distances:

- 1) South 39°47'31" East, a distance of 35.00 feet, to a calculated point, for the southeast corner of this tract;**
- 2) South 50°37'39" West, a distance of 605.00 feet, to a calculated point, for an angle corner of this tract;**

- 3) South 50°49'04" West, a distance of 421.43 feet, to a calculated point, for an angle corner of this tract;
- 4) South 50°32'20" West, a distance of 78.15 feet, to a calculated point, for an angle corner of this tract, and;
- 5) South 52°38'32" West, a distance of 43.11 feet, to a calculated point, lying in the east line of said Danz tract, for the southwest corner of this tract;

THENCE, North 01°38'54" West, along the west line of this tract, common with the east line of said Danz tract, a distance of 30.79 feet, to the POINT OF BEGINNING, containing 0.66 acres (28,704 SF) of land, more or less.



George E. Lucas
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Celco Surveying, Firm Registration No. 10193975
18018 Overlook Loop, Suite 105
San Antonio, Texas
Date: January 5, 2024