

After Recording Return to:

City of Temple  
Attention: City Manager  
2 N. Main Street  
Temple, Texas 76501

**DEVELOPMENT AGREEMENT**  
**(Rowan Temple LLC - Project Temple)**

THIS DEVELOPMENT AGREEMENT (this “***Agreement***”) is made and entered into by and between the City of Temple, Texas, a home-rule municipality of the State of Texas (the “***City***”) and ROWAN TEMPLE LLC, a Delaware limited liability company (the “***Company***”), to be effective as of November 21, 2025 (the “***Effective Date***”). The City and the Company are sometimes referred to herein individually as a “***Party***” and collectively as the “***Parties***.”

WHEREAS, Company is the owner or contract purchaser of certain real property located in the City of Temple, Bell County, Texas, being approximately 554 acres and more particularly described in Exhibit A attached hereto and made a part hereof (the “***Property***”);

WHEREAS, the Property has been annexed into the City of Temple full purpose jurisdiction pursuant to Ordinance Number 2025-0038-O, as approved by the City Council of the City (“***City Council***”) on September 18, 2025 (the “***Annexation Approval***”);

WHEREAS, at the same meeting as the Annexation Approval, City Council approved the zoning application for the Property such that the Property is zoned PD-LI pursuant to Ordinance No. 2025-0039-O (the “***Approved Zoning***”);

WHEREAS, Company intends to develop a data center project (the “***Project***”) on the Property in accordance with the Approved Zoning;

WHEREAS, in connection with the Project, Company will submit an application for a final plat of the Property (the “***Final Plat***”) with the Approved Zoning having waived the requirement for a preliminary plat submission for the Project;

WHEREAS, Company is in the process of preparing or causing to be prepared plans, site plan application, and building permit applications, together with all other necessary applications for licenses and permits (collectively, the “***Permits***” and the applications for such Permits being referred to herein as the “***Permit Applications***”) required for the Company to develop the Project;

WHEREAS, the Parties have also entered into a certain Agreement to Assign Purchase Agreement (the “***Agreement to Assign***”) pursuant to which Company has agreed to assign to the City a contract to acquire that certain real property located in the City of Temple, Bell County, Texas, being approximately 148 acres and more particularly described in Exhibit B attached hereto and made a part hereof (the “***Assignment Parcel***”), such assignment being

conditional upon the Parties entering into this Agreement and the satisfaction of other conditions as set forth in the Agreement to Assign;

WHEREAS, the City Council has investigated and determined that it is in the best interest of the City and its citizens to enter into this Agreement as a means of facilitating the Project and streamlining City processes related to development of the Project;

WHEREAS, the Parties desire to enter into this Agreement according to the terms and conditions set forth below;

WHEREAS, it is the Parties' mutual intent that if during the Term there is a direct conflict between a City development regulation and this Agreement, the terms of this Agreement control; and

NOW, THEREFORE, in consideration of the mutual benefits and premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## **ARTICLE I RIGHT OF WAY AND ACCESS COOPERATION**

1.1 Outer Loop Alignment. In the thoroughfare plan included in the current City Comprehensive Plan (the "*Thoroughfare Plan*"), a major arterial is shown traversing the Property in a north-south direction (the "*Outer Loop*"). The Parties agree to collaborate to determine the alignment of the Outer Loop Alignment during the subdivision plat and site plan approval processes. The alignment is intended to be materially consistent with the alignment reflected in the Site Development Plan attached to the Approved Zoning (see attached Exhibit C) and shall under no circumstances interfere with infrastructure required to support the Project. The City agrees to initiate and process the necessary Comprehensive Plan Amendment to update the Thoroughfare Plan to reflect the agreed upon alignment. The City shall use good faith efforts to advance the amendment through the applicable public processes, including but not limited to submission to the Planning Commission and City Council for consideration in accordance with all applicable laws and procedures. The Parties acknowledge and agree that while the City will lead the initiation and processing of the Comprehensive Plan Amendment, final approval of such amendment is subject to the discretion of the Planning Commission and City Council, and nothing herein shall be construed as a guarantee or commitment by the City regarding the outcome of the amendment process. The City agrees to use its best efforts to notify Company in advance of public meetings or processes related to a section of the Outer Loop alignment affecting the Property.

1.2 East-West Minor Arterial Alignment. In the Thoroughfare Plan, a minor arterial is also shown traversing the Property in an east-west direction (the "*Minor East-West Arterial*") as shown on the attached Exhibit D. The Parties agree to collaborate to determine the alignment of the Minor East-West Arterial during the subdivision plat and site plan approval processes; the Parties agree to work in good faith to determine an alignment of the Minor East-West Arterial that to the greatest extent possible minimizes interferences with infrastructure required to support the Project. The City agrees to initiate and process the necessary Comprehensive

Plan Amendment to update the Thoroughfare Plan to reflect the agreed upon alignment. The City shall use good faith efforts to advance the amendment through the applicable public processes, including but not limited to submission to the Planning Commission and City Council for consideration in accordance with all applicable laws and procedures. The Parties acknowledge and agree that while the City will lead the initiation and processing of the Comprehensive Plan Amendment, final approval of such amendment is subject to the discretion of the Planning Commission and City Council, and nothing herein shall be construed as a guarantee or commitment by the City regarding the outcome of the amendment process. The City agrees to use its best efforts to notify Company in advance of public meetings or processes related to the alignment of the Minor East-West Arterial affecting the Property.

1.3 Right of Way Agreement. If the alignment for the Outer Loop or the Minor East-West Arterial has not been determined and processed through a Comprehensive Plan Amendment at such time as is required to allow such alignments to be addressed on the subdivision plat for the Project (without causing delay), the Parties shall collaborate in good faith to prepare and execute a successor right-of-way agreement to effectuate such dedication outside the platting process but no later than three years following the Effective Date of this Agreement. Nothing herein shall be deemed or construed to, in and of itself, dedicate any public right of way.

1.4 Primary Access to Project from Bob White Road and Outer Loop. It is anticipated that the alignment of the Outer Loop may not be finalized prior to approval of the Final Plat and that the Outer Loop will not be constructed prior to or when the Project will be constructed. As such, the Parties agree that the Permits may be approved with a single point of primary access to the Property from Bob White Road as depicted on the attached Exhibit E (the “*Initial Access*”). If and when the Outer Loop alignment is established, the Parties agree to coordinate revisions to the Permits to allow for relocation of primary access to the Property from the Initial Access to a location providing direct access in two locations from the Project to Outer Loop (collectively, the “*Outer Loop Access Connections*”).

1.5 Secondary Access via Assignment Parcel. The City shall grant Company an easement across the Assignment Parcel for the purpose of providing construction access and secondary access to Bob White Road, as necessary for the development and operation of the Project. Such easement shall be in a form attached hereto as Exhibit E and shall permit the construction and use of access drives. Company shall be solely responsible for all costs associated with the construction, maintenance, and removal of such access drives to meet minimum city codes. In the event the City does not acquire the Assignment Parcel, the City hereby waives any requirement for secondary access to Bob White Road through the Assignment Parcel, and Company shall have no obligation to provide or construct such access. Upon completion and opening of the Outer Loop, the temporary easement and all rights of access across the Assignment Parcel for the Project shall automatically terminate and be vacated.

1.6 Adjacent Non-Project Parcel. The Parties acknowledge that Company owns certain real property adjacent to the Property that is not part of the Property or subject to the Approved Zoning (the “*Adjacent Non-Project Parcel*”), a legal description of which is attached hereto as Exhibit F and made a part hereof. The Parties further acknowledge that the planned Outer Loop Right of Way traverses a portion of the Adjacent Non-Project Parcel. The City agrees to coordinate with Company and provide Company with advance written notice of any plans, meetings, proposals or schedules related to the Outer Loop Right of Way impacting the

Adjacent Non-Project Parcel, with the objective of providing Company with sufficient time to coordinate and plan, particularly with respect to existing tenants located and operating thereon. Any right of way dedication and required compensation related thereto including with respect to the existing tenant on the Adjacent Non-Project Parcel shall be addressed in a future agreement to be negotiated in good faith between the Company and City.

## ARTICLE II PHASED PERMITTING APPROACH

2.1 Phased Permitting Process. Notwithstanding the City's standard permitting procedures, the City agrees to implement a phased permitting approach for the Project, as further described herein. Under this approach, the Project may proceed through permitting and construction in distinct phases, with each phase subject to separate review and approval by the City; provided, however, that all phases may be considered a single building permit and for purposes of the City's "Commercial Universal Application," subject to the phased review process described herein. The City shall review and process applications for each phase, allowing for the commencement of construction and installation of improvements in a given phase prior to submission of plans or approval of subsequent phases. The City shall not require full plans for the Project as a condition for the issuance of permits for any individual phase but shall require full, complete, and code-compliant plans for all work related to the permit phase requested. Company acknowledges and agrees that any work performed under this phased permitting approach prior to the issuance of a full building permit for the Project is done at its sole risk; provided, however, that if any later permitting phases require corrections or changes to work previously completed to comply with applicable codes, Company shall be solely responsible for all such costs, though Company may still avail itself of any appeal or variance processes generally available under the City's regulations. Under this approach, permitting for the Project may proceed sequentially through three phases:

*Phase 1: Initial Site Grading.* This phase allows site grading activities to proceed subject to submission and approval of (a) a mass grading plan and (b) erosion control plans. The Parties acknowledge that this phase has already commenced as of the Effective Date hereof.

*Phase 2: Permit for Initial Below-Grade Activities.* This phase will allow installation of dry and wet utilities, foundations, and building/equipment slabs to proceed subject to submission and approval of (a) utility system plans, (b) stormwater system plans, (c) deep foundation plans, and (d) slab-on-grade plans. At the option of Company, utility work and foundation work may also be permitted and commenced separately, to allow for commencement of deep foundation work prior to the finalization of utility plans.

*Phase 3: Building Permit.* This phase will allow for construction of all improvements remaining after completion of Phase 1 and Phase 2. Provision of a noise mitigation plan shall be a condition for issuance of the Phase 3 building permit, but not for Phase 1 or Phase 2 permits. Company expects to have an initial base build permit for the structure and a subsequent tenant fit out (TFO) permit which Company understands are both part of the Phase 3: Building Permit process.

2.2 Cooperation; Dedicated Reviewer. The Parties shall cooperate in good faith to implement the permitting process for each phase, and the City shall to the extent practicable designate a single plans reviewer to coordinate and expedite the phased permitting process. The City further agrees to process all revisions, corrections, or updates to permits associated with each phase administratively.

2.3 Temporary Certificate of Occupancy. The City acknowledges that, due to the scale and complexity of the Project, it is anticipated that buildings and improvements will be completed and ready for occupancy at different times. Accordingly, the City agrees to cooperate in good faith with Company to allow for the issuance of Temporary Certificates of Occupancy (TCOs) for individual buildings or portions of the Project as they are completed. Company shall provide the City with a phased TCO drawing indicating the portions of the building that will receive a TCO prior to the issuance of the final Certificate of Occupancy for the entire building. This phased TCO drawing shall be completed and approved concurrent with the Phase 3 Building Permit package. The Parties agree that the specific procedures, conditions, and sequencing for such phased TCOs will be determined at a later date through mutual agreement, with the intent to facilitate timely occupancy and use of completed improvements while remaining in compliance with all applicable laws and regulations.

### **ARTICLE III UTILITIES**

3.1 Water and Wastewater Service. The requirements and terms for water and wastewater service connections to the Property, including the location, design, construction, and cost responsibilities for any necessary extensions or improvements, will be addressed in a single Utility Service Agreement to be entered into between Company and the City. The Parties will cooperate in good faith to finalize and execute such agreement in a timely manner to facilitate the Project. For clarity, Phase 3 building permits for the Project shall not be issued until the Utility Service Agreement between the Parties is approved and executed.

### **ARTICLE IV MISCELLANEOUS PROVISIONS.**

4.1 The Parties acknowledge and agree that this Agreement shall become effective on the date first written above (the “*Effective Date*”).

4.2 In the event either Party fails to comply with the terms and conditions of this Agreement, the non-defaulting Party shall provide the defaulting Party with thirty (30) days' written notice and an opportunity to cure such failure. If the defaulting Party does not cure within such period, then the non-defaulting Party may seek specific performance of this Agreement, an injunction or mandamus, if legally available. The City waives its sovereign immunity solely for the purpose of adjudicating claims arising under this Agreement.

4.3 The terms and conditions of this Agreement shall be binding upon the Parties hereto on and after the Effective Date and continuing thereafter. This Agreement may be assigned by Company to any Affiliate of Company and the Company shall notify the City upon such an assignment. Any other assignment of this Agreement by Company requires the consent of the City, which shall not be unreasonably withheld. This Agreement shall inure to the benefit of

the City, Company and successor owners of the Property. "Affiliate of Company" for purposes hereof includes any entity that directly or indirectly controls, is controlled by, or is under common control with Company. This Agreement may not be revised or amended without the written consent of all Parties.

4.4 From time to time upon written request of the Company or any future owner of the Property, the City Manager, or his/her designee will, in his/her official capacity and to his/her reasonable knowledge and belief, execute a written estoppel certificate, which shall include, but not necessarily be limited to, statements that this Agreement is in full force and effect without default (or if default exists, the nature of default and curative action, which should be undertaken to cure same), the remaining Term of this Agreement, and such other matters reasonably requested by the party to receive the certificate.

4.5 This Agreement constitutes a 'permit' under Chapter 245, Texas Local Government Code, and the development rights and regulations applicable to the Property are vested as of the Effective Date.

4.6 The recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement as if set forth verbatim and adopted as findings of each Party.

4.7 Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such Party via electronic mail, with documentation evidencing the addressee's receipt thereof, or a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the Parties shall be as follows:

To the City:

City of Temple  
ATTN: City Manager  
N. Main Street  
Temple, Texas 76501

With a copy to:

City of Temple  
ATTN: City Attorney  
N. Main Street  
Temple, Texas 76501

To the Company:

Rowan Digital Infrastructure  
Attn: Legal  
1400 16th Street Ste 330  
Denver, CO 80202  
[Legal@rowan.digital](mailto:Legal@rowan.digital)

With a copy to:

Karl Baker  
Jackson Walker LLP  
1900 Broadway, Suite 1200  
San Antonio, Texas 78215  
[kbaker@jw.com](mailto:kbaker@jw.com)

4.8 The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Company represents and warrants that this Agreement has been approved by appropriate action of the Company, and that the individual executing this Agreement on behalf of the Company has been duly authorized to do so.

4.9 This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto.

4.10 The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Bell County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Bell County, Texas.

4.11 This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail signature will also be deemed to constitute an original if properly executed and delivered to the other Parties.

4.12 If any provision of this Agreement is determined by a court of competent jurisdiction to be void or unenforceable for any reason, including the covenants regarding involuntary annexation, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the Parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

4.13 Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third-party beneficiaries by entering into this Agreement.

4.14 Waiver by any Party of any breach of this Agreement, or the failure of any Party to enforce any of the provisions of this Agreement, at any time, shall not affect, limit or waive such Party's right thereafter to enforce and compel strict compliance.

4.15 This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings and captions in this Agreement are for convenience only, do not form a part of this Agreement, and shall not affect the meaning or interpretation of any provision. References to "Sections" include all subsections thereof, and references to exhibits mean the exhibits attached hereto, each of which is incorporated by reference.

4.16 The term of this Agreement shall begin on the Effective Date of this Agreement and shall end upon the earlier of (a) ten (10) years thereafter or (b) the date on which all obligations of the Parties under this Agreement have been fulfilled. Upon fulfillment of all such obligations, either Party shall, at the request of the other, execute and deliver a recordable memorandum acknowledging the termination of this Agreement.

4.17 The Parties will do all things reasonably necessary or appropriate to carry out the objectives, terms and provisions of this Agreement and to aid and assist each other in carrying out such objectives, terms and provisions, including without limitation, the City facilitating approval of City permits, documents, and other instruments as may be reasonably necessary in carrying out such objectives. In case of any disputes arising under this Agreement, the City and Company agree to attempt to resolve such disputes through good faith negotiations between authorized representatives of both Parties. If a dispute arises out of or relates to this Agreement, the Parties agree to attempt in good faith to resolve the dispute through non-binding mediation before resorting to litigation. The cost of mediation shall be shared equally. If a dispute cannot be resolved through good faith negotiations (within a 30-day period from commencing such negotiations), either Party may pursue any available legal remedies in any court of competent jurisdiction that satisfies the requirements of this Agreement, or, if both Parties mutually agree, the dispute may be submitted to binding arbitration in accordance with procedures to which both Parties agree.

4.18 In the event of any legal action, arbitration, or other proceeding brought by one Party against the other Party arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party all reasonable attorneys' fees, costs, and expenses incurred in connection with such action or proceeding.

4.19 For purposes of sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Company verifies that the Company and any parent company, wholly owned subsidiary, majority-owned subsidiary, and Affiliate (i) do not boycott energy companies and are authorized to agree in such contracts not to boycott energy companies during the term of such contracts; "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code; (ii) do not have a practice, policy, guidance, or directive that

discriminates against a firearm entity or firearm trade association and are authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts (as used in this Section 4.19); “Discriminate against a firearm entity or firearm trade association” has the meaning provided in section 2274.001(3) of the Texas Government Code, and “Firearm entity” and “firearm trade association” have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code); (iii) do not boycott Israel and are authorized to agree in such contracts not to boycott Israel during the term of such contracts (as used in this Section 4.19, “Boycott Israel” has the meaning provided in section 808.001 of the Texas Government Code); and (iv) unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, are not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under section 2252.153 or section 2270.0201 of the Texas Government Code.

#### 4.20 Lender Protections; Notice; Cure; Non-Disturbance.

(a) Definitions. For purposes of this Section 4.21: “Mortgage” means any deed of trust, mortgage, collateral assignment, pledge, security agreement, or other encumbrance encumbering all or any portion of the Land or the Project, the Company’s rights under this Agreement, or any direct or indirect equity interests in the Company or in any Person that directly or indirectly owns any interest in the Land or the Project; and “Mortgagee” means the holder or beneficiary of a Mortgage, and its successors and assigns, including any servicer acting on its behalf.

(b) Encumbrance Permitted; No Consent Required. The Company may from time to time enter into one or more Mortgages without the City’s consent. Any collateral assignment of this Agreement in favor of a Mortgagee shall be permitted without City consent, and shall not constitute an assignment requiring approval under this Agreement.

(c) Lender Notice Information. The Company may deliver to the City written notice identifying any Mortgagee and such Mortgagee’s notice address (“Lender Notice”). The Company may update Lender Notice information from time to time by written notice to the City, and such updates shall be effective upon receipt. Notwithstanding anything herein this Agreement to the contrary, City has no obligation to provide any notice to any Mortgagee for whom Company has not provided Lender Notice information.

(d) Notice to Mortgagee; Right to Cure. The City shall deliver to each Mortgagee identified in a then effective Lender Notice a copy of any notice of default delivered to the Company under this Agreement at the same time such notice is delivered to the Company. Each Mortgagee shall have the right, but not the obligation, to cure any default of the Company under this Agreement within: (i) the cure period afforded to the Company under this Agreement, or (ii) if longer, one hundred twenty (120) days after the Mortgagee’s receipt of the City’s default notice; provided that if the nature of the default (other than monetary defaults) cannot reasonably be cured within such period, the Mortgagee shall have such additional time as is reasonably necessary to cure, so long as cure is commenced within such period and thereafter diligently pursued

to completion.

(e) Non-Disturbance; Recognition. The City agrees that it will not terminate this Agreement due to a Company default unless and until the City has given the Mortgagee(s) notice and an opportunity to cure as provided above, provided Company has given notice to City, identifying Mortgagee and providing Mortgagee's notice address. Upon any foreclosure, deed-in-lieu, receivership, or similar transfer in favor of a Mortgagee or a purchaser at foreclosure or its designee (a "Transfer"), the City shall recognize the Mortgagee or such transferee as the "Company" hereunder with respect to the affected portion of the Land, and this Agreement shall continue in full force and effect as to such portion, without interruption or modification by reason of the Transfer. No Mortgagee or transferee shall be: (i) liable for any Company defaults or obligations first accruing prior to the date of the Transfer (except to the extent the same continue and are susceptible to cure, in which case the Mortgagee or transferee shall be afforded a reasonable period to cure as provided above); or (ii) bound by any voluntary amendment or modification of this Agreement executed solely between the City and the Company after the date the City received the applicable Lender Notice, unless such Mortgagee consented in writing.

(f) Estoppel; Confirmation. Upon written request of a Mortgagee, the City will deliver to such Mortgagee an estoppel certificate consistent with Section 4.5 confirming the status of this Agreement.

(g) Amendments Required by Lenders. The City will not unreasonably withhold, condition, or delay its consent to commercially reasonable amendments to this Agreement requested by a Mortgagee that are necessary to facilitate financing and that do not materially diminish the City's rights or increase the City's financial obligations hereunder.

*[Signatures appear on the next page.]*

IN WITNESS WHEREOF, the Parties have executed this Agreement and caused this Agreement to be effective on the Effective Date.

**CITY:**

Signed by:  


**CITY OF TEMPLE, TEXAS,**  
a home rule municipality in the State of Texas

DocuSigned by:  
*Brynn Myers*  
By: E37CE5415DD84F8...  
Name: Brynn Myers  
Title: City Manager

**ROWAN:**



**ROWAN TEMPLE LLC,**  
a Delaware limited liability company

DocuSigned by:  
*Martin Romo*  
By: 2C8A76050551484...  
Name: Martin Romo  
Title: Authorized Signatory

**ATTEST:**

DocuSigned by:  
*Jana Lewellen*  
BEG0FCD886A84BA...  
Jana Lewellen, City Secretary

**APPROVED AS TO FORM:**

DocuSigned by:  
*Kathryn Davis*  
8CE0E5202E0848E...  
City Attorney's Office

## **LIST OF EXHIBITS**

EXHIBIT A – Property Legal Description

EXHIBIT B – Assignment Parcel Legal Description

EXHIBIT C – Thoroughfare Plan Alignments from Zoning Site Plan

EXHIBIT D – East-West Minor Arterial Alignment

EXHIBIT E - Initial Access Location & Secondary Access

EXHIBIT F – Adjacent Non-Project Parcel

EXHIBIT “ A ”

Maximo Moreno Survey, Abstract No. 14



PO Box 90876  
 Austin, TX 78709  
 512.554.3371  
 TBPELS Firm #10174300

Legal Description

**BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 554.5922 ACRES (24,158,038 SQUARE FEET) OUT OF THE MAXIMO MORENO SURVEY, ABSTRACT NO. 14, IN BELL COUNTY, TEXAS, BEING ALL OF A CALLED 240.82 ACRES TRACT CONVEYED TO THEODORE C. FLICK AND MILTON J. FLICK IN VOLUME 1717, PAGE 237 OF THE DEED RECORDS OF BELL COUNTY, TEXAS (D.R.B.C.T.), AND BEING ALL OF A CALLED 213.83 ACRES TRACT OF LAND CONVEYED TO THEODORE C. FLICK AND MILTON J. FLICK IN VOLUME 4339, PAGE 547 (D.R.B.C.T.), AND BEING ALL OF A CALLED 42.66 ACRES TRACT OF LAND CONVEYED TO PAIGE D. FLICK AND MILTON J. FLICK, TRUSTEE IN DOCUMENT NO. 2001029738 OF THE OFFICIAL PUBLIC RECORDS OF BELL COUNTY, TEXAS (O.P.R.B.C.T.), AND BEING ALL OF A CALLED 8.71 ACRES TRACT (CALLED TRACT TWO) AND BEING ALL OF A CALLED 55.2 ACRES TRACT OF LAND (CALLED TRACT THREE) CONVEYED TO BEATRICE BRENEK IN DOCUMENT NO. 2022039871 (O.P.R.B.C.T.), SAID 554.5922 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING**, at a 4-inch metal post found for an angle point in the apparent east right-of-way line of Bob White Road (right-of-way varies), being the northwest corner of said Flick 42.66 acres tract, and being the southwest corner of an apparent gap between deeds, said gap between deeds lines between said Flick 42.66 acres tract and a called 4.95 acres tract conveyed to Ruben Hernandez and Yadira Arroyo in Document No. 2011041151 (O.P.R.B.C.T.), a called 4.000 acres tract conveyed to Josephine Mitchell in Document No. 2019059401 (O.P.R.B.C.T.), said Kruppa tract, said Hernandez & Yadira 4.95 acres tract, Mitchell 4.000 acres tract and Kruppa 147.468 acres tract all being out of a called 162-1/2 acres tract described in Volume 408, Page 483 (D.R.T.C.T.), and being the most southerly northwest corner and **POINT OF BEGINNING** hereof, from which a 1-inch iron pipe found for an angle point in the apparent east right-of-way line of said Bob White Road, being the northwest corner of said apparent gap between deeds, and being the southwest corner of said Hernandez & Yadira 4.95 acres tract bears, N08°37'53"E, a distance of 20.79 feet;

**THENCE**, leaving the east right-of-way line of said Bob White Road, with the north line of said Flick 42.66 acres tract, the following two (2) courses and distances:

- 1) **S68°14'19"E**, a distance of **633.68** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point hereof,
- 2) **S65°31'37"E**, a distance of **1,891.54** feet to a 1/2-inch iron pipe found for an interior ell-corner hereof, being in the west line of said Flick 213.83 acres tract, and being the southeast corner of said apparent gap between deed lines;

**THENCE**, leaving the north line of said Flick 42.66 acres tract, with the west line of said Flick 213.83 acres tract and the east line of said apparent gap between deed lines, **N17°03'35"E**, a distance of **19.38** feet to a 1/2-inch iron rod found in the west line of said Flick 213.83 acres tract, being the northeast corner of said apparent gap between deed lines, and being the southeast corner of a called 147.468 acre tract, conveyed to Daniel J. Kruppa and wife, Mary Helen Kruppa in Volume 3621, Page 451 (D.R.T.C.T.);

**THENCE**, with the west line of said Flick 213.83 acres tract, and the east line of said Kruppa tract, the following three (3) courses and distances:

- 1) **N16°43'51"E**, a distance of **1,563.35** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point hereof,
- 2) **N15°59'33"E**, a distance of **1,353.42** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point hereof, and
- 3) **N22°39'45"E**, a distance of **29.36** feet to a calculated point for the common north corner of said Flick 213.83 acres tract and said Kruppa tract and being in the south line of a called 208 acres tract conveyed to Nancy Duskocil and Raymond Duskocil in Document No. 2013023850 (O.P.R.B.C.T.);

**THENCE**, leaving the east line of said Kruppa 147.468 acres tract, in part with north line of said Flick 213.83 acres tract, in part with the north line of said Flick 240.82 acres tract, in part with the south line of said Duskocil remainder tract, in part with the south line of a called 202.239 acres tract conveyed to Jerry Neil Lancaster and wife, Paula Hughes Lancaster in Document No. 2018007368 (O.P.R.B.C.T.), in part with the south line of a called 47.917 acres tract conveyed to Jimmie J Coufal, Carolyn Coufal and Clifton Coufal in Document no. 2021060725 (O.P.R.B.C.T.) as described in Volume 2328, Page 651 (D.R.B.C.T.), and being with the approximate centerline of said Little Elm Creek the following one hundred two (102) courses and distances:

- 1) **S78°44'27"E**, a distance of **144.07** feet to a calculated point for an angle point hereof,
- 2) **S37°52'01"E**, a distance of **116.77** feet to a calculated point for an angle point hereof,
- 3) **S09°53'29"E**, a distance of **145.19** feet to a calculated point for an angle point hereof,
- 4) **S02°23'39"W**, a distance of **297.14** feet to a calculated point for an angle point hereof,
- 5) **S25°55'56"W**, a distance of **137.78** feet to a calculated point for an angle point hereof,
- 6) **N87°11'23"W**, a distance of **89.90** feet to a calculated point for an angle point hereof,
- 7) **S62°12'58"W**, a distance of **39.17** feet to a calculated point for an angle point hereof,
- 8) **S10°37'02"W**, a distance of **119.71** feet to a calculated point for an angle point hereof,
- 9) **S34°46'07"E**, a distance of **85.09** feet to a calculated point for an angle point hereof,
- 10) **S06°39'43"E**, a distance of **92.38** feet to a calculated point for an angle point hereof,
- 11) **S40°05'28"E**, a distance of **161.56** feet to a calculated point for an angle point hereof,
- 12) **S14°07'59"E**, a distance of **86.52** feet to a calculated point for an angle point hereof,
- 13) **S46°02'53"E**, a distance of **149.78** feet to a calculated point for an angle point hereof,
- 14) **S78°36'13"E**, a distance of **296.72** feet to a calculated point for an angle point hereof,
- 15) **N35°58'50"E**, a distance of **79.08** feet to a calculated point for an angle point hereof,
- 16) **S66°39'26"E**, a distance of **44.32** feet to a calculated point for an angle point hereof,
- 17) **N78°03'52"E**, a distance of **83.42** feet to a calculated point for an angle point hereof,
- 18) **S58°01'17"E**, a distance of **123.35** feet to a calculated point for an angle point hereof,
- 19) **S81°17'30"E**, a distance of **87.02** feet to a calculated point for an angle point hereof,
- 20) **N47°42'17"E**, a distance of **28.43** feet to a calculated point for an angle point hereof,
- 21) **N16°20'30"E**, a distance of **87.34** feet to a calculated point for an angle point hereof,
- 22) **N53°57'31"E**, a distance of **45.21** feet to a calculated point for an angle point hereof,
- 23) **S72°09'27"E**, a distance of **89.59** feet to a calculated point for an angle point hereof,
- 24) **S82°46'20"E**, a distance of **224.21** feet to a calculated point for an angle point hereof,
- 25) **N87°42'02"E**, a distance of **161.26** feet to a calculated point for an angle point hereof,
- 26) **N54°10'57"E**, a distance of **47.54** feet to a calculated point for an angle point hereof,
- 27) **N10°52'28"E**, a distance of **69.73** feet to a calculated point for an angle point hereof,
- 28) **N37°09'45"E**, a distance of **43.14** feet to a calculated point for an angle point hereof,
- 29) **S87°38'36"E**, a distance of **42.17** feet to a calculated point for an angle point hereof,
- 30) **S55°22'15"E**, a distance of **95.24** feet to a calculated point for an angle point hereof,
- 31) **S17°03'44"E**, a distance of **47.54** feet to a calculated point for an angle point hereof,
- 32) **S09°29'30"E**, a distance of **134.63** feet to a calculated point for an angle point hereof,
- 33) **S55°58'24"W**, a distance of **117.90** feet to a calculated point for an angle point hereof,

- 34) **S29°23'11"W**, a distance of **53.37** feet to a calculated point for an angle point hereof,
- 35) **S15°40'28"E**, a distance of **79.14** feet to a calculated point for an angle point hereof,
- 36) **S43°37'26"W**, a distance of **53.44** feet to a calculated point for an angle point hereof,
- 37) **S64°52'29"W**, a distance of **78.63** feet to a calculated point for an angle point hereof,
- 38) **S16°09'16"E**, a distance of **174.06** feet to a calculated point for an angle point hereof,
- 39) **S41°26'06"E**, a distance of **47.38** feet to a calculated point for an angle point hereof,
- 40) **S47°49'46"E**, a distance of **75.12** feet to a calculated point for an angle point hereof,
- 41) **S24°59'59"E**, a distance of **106.82** feet to a calculated point for an angle point hereof,
- 42) **S01°47'42"W**, a distance of **56.49** feet to a calculated point for an angle point hereof,
- 43) **S47°35'50"W**, a distance of **35.52** feet to a calculated point for an angle point hereof,
- 44) **S89°29'57"W**, a distance of **38.52** feet to a calculated point for an angle point hereof,
- 45) **N60°56'08"W**, a distance of **49.51** feet to a calculated point for an angle point hereof,
- 46) **N55°56'13"W**, a distance of **60.75** feet to a calculated point for an angle point hereof,
- 47) **S79°14'22"W**, a distance of **51.26** feet to a calculated point for an angle point hereof,
- 48) **S44°29'09"W**, a distance of **50.96** feet to a calculated point for an angle point hereof,
- 49) **S13°45'39"E**, a distance of **101.14** feet to a calculated point for an angle point hereof,
- 50) **S37°59'15"E**, passing at a distance of 161.61 feet a calculated point for the common north corner of said Flick 213.83 acres tract and said Flick 240.82 acre tract (from which a 1/2-inch iron rod found for an angle point in the common line of said Flick 213.83 acres tract and said Flick 240.82 acres tract bears, **S73°07'20"E**, a distance of 198.19 feet), in all a distance of **262.41** feet to a calculated point for an angle point hereof,
- 51) **S21°44'46"E**, a distance of **147.93** feet to a calculated point for an angle point hereof,
- 52) **S18°00'22"E**, a distance of **102.51** feet to a calculated point for an angle point hereof,
- 53) **S36°36'12"E**, a distance of **206.58** feet to a calculated point for an angle point hereof,
- 54) **S71°10'01"E**, a distance of **52.19** feet to a calculated point for an angle point hereof,
- 55) **N44°15'40"E**, a distance of **117.19** feet to a calculated point for an angle point hereof,
- 56) **S72°04'12"E**, a distance of **55.05** feet to a calculated point for an angle point hereof,
- 57) **N87°14'07"E**, a distance of **44.78** feet to a calculated point for an angle point hereof,
- 58) **N51°54'23"E**, a distance of **35.38** feet to a calculated point for an angle point hereof,
- 59) **N78°09'59"E**, a distance of **42.13** feet to a calculated point for an angle point hereof,
- 60) **S68°08'28"E**, a distance of **73.64** feet to a calculated point for an angle point hereof,
- 61) **S79°31'43"E**, a distance of **47.77** feet to a calculated point for an angle point hereof,
- 62) **N85°39'02"E**, a distance of **96.28** feet to a calculated point for an angle point hereof,
- 63) **N59°41'30"E**, a distance of **46.89** feet to a calculated point for an angle point hereof,
- 64) **N00°00'00"E**, a distance of **18.44** feet to a calculated point for an angle point hereof,
- 65) **N40°09'23"W**, a distance of **44.35** feet to a calculated point for an angle point hereof,
- 66) **N23°05'54"W**, a distance of **60.30** feet to a calculated point for an angle point hereof,
- 67) **N44°48'57"E**, a distance of **32.79** feet to a calculated point for an angle point hereof,
- 68) **N81°45'34"E**, a distance of **38.37** feet to a calculated point for an angle point hereof,
- 69) **S82°30'35"E**, a distance of **57.36** feet to a calculated point for an angle point hereof,
- 70) **S66°42'04"E**, a distance of **69.97** feet to a calculated point for an angle point hereof,
- 71) **S40°14'38"E**, a distance of **41.50** feet to a calculated point for an angle point hereof,
- 72) **S11°57'44"E**, a distance of **54.18** feet to a calculated point for an angle point hereof,
- 73) **S09°09'13"W**, a distance of **62.15** feet to a calculated point for an angle point hereof,
- 74) **N59°00'29"W**, a distance of **26.45** feet to a calculated point for an angle point hereof,
- 75) **N73°10'48"W**, a distance of **60.66** feet to a calculated point for an angle point hereof,
- 76) **S00°14'46"W**, a distance of **37.87** feet to a calculated point for an angle point hereof,
- 77) **S68°04'06"E**, a distance of **73.17** feet to a calculated point for an angle point hereof,
- 78) **S72°41'20"E**, a distance of **46.78** feet to a calculated point for an angle point hereof,
- 79) **S41°41'57"E**, a distance of **59.35** feet to a calculated point for an angle point hereof,
- 80) **S15°19'00"E**, a distance of **90.82** feet to a calculated point for an angle point hereof,

- 81) **S62°20'51"E**, a distance of **47.96** feet to a calculated point for an angle point hereof,
- 82) **S69°59'19"E**, a distance of **48.01** feet to a calculated point for an angle point hereof,
- 83) **S35°30'54"E**, a distance of **42.56** feet to a calculated point for an angle point hereof,
- 84) **S20°14'19"W**, a distance of **45.84** feet to a calculated point for an angle point hereof,
- 85) **S44°56'32"W**, a distance of **54.54** feet to a calculated point for an angle point hereof,
- 86) **S12°57'48"E**, a distance of **94.92** feet to a calculated point for an angle point hereof,
- 87) **S18°07'11"W**, a distance of **89.11** feet to a calculated point for an angle point hereof,
- 88) **S04°19'14"E**, a distance of **55.75** feet to a calculated point for an angle point hereof,
- 89) **S35°06'14"E**, a distance of **49.45** feet to a calculated point for an angle point hereof,
- 90) **S82°59'45"E**, a distance of **48.01** feet to a calculated point for an angle point hereof,
- 91) **N77°42'44"E**, a distance of **30.30** feet to a calculated point for an angle point hereof,
- 92) **N44°15'50"E**, a distance of **49.40** feet to a calculated point for an angle point hereof,
- 93) **S66°46'06"E**, a distance of **85.75** feet to a calculated point for an angle point hereof,
- 94) **S87°58'11"E**, a distance of **105.53** feet to a calculated point for an angle point hereof,
- 95) **S56°14'57"E**, a distance of **161.56** feet to a calculated point for an angle point hereof,
- 96) **S79°05'48"E**, a distance of **39.52** feet to a calculated point for an angle point hereof,
- 97) **N82°44'24"E**, a distance of **48.10** feet to a calculated point for an angle point hereof,
- 98) **S67°49'55"E**, a distance of **121.12** feet to a calculated point for an angle point hereof,
- 99) **N87°08'23"E**, a distance of **50.76** feet to a calculated point for an angle point hereof,
- 100) **N58°14'03"E**, a distance of **85.98** feet to a calculated point for an angle point hereof,
- 101) **S86°28'11"E**, a distance of **42.17** feet to a calculated point for an angle point hereof,
- 102) **S30°16'54"E**, a distance of **73.90** feet to a calculated point for the northeast corner hereof, being the common north corner of said Flick 240.82 acres tract and a called 52.62 acres tract conveyed to Coufal Hines Family LP in Document No. 2010045168 (O.P.R.B.C.T.);

**THENCE**, leaving the south line of said Coufal 47.917 acres tract and the centerline of said Little Elm Creek, with the common line of said Flick 240.82 acres tract and said Coufal Hines Family tract the following two (2) courses and distances:

- 1) **S15°15'20"W**, a distance of **953.16** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point hereof,
- 2) **S16°06'19"W**, a distance of **986.99** feet to a Texas Department of Transportation (TxDOT) Type III Aluminum Cap found for an angle point hereof, being the common west corner of said Coufal Hines Family tract and a called 218.551 acres tract (called Tract One) conveyed to Franklin D. Tschoerner and Linda M Drozd, Co-Trustees in Document No. 2020066893 (O.P.R.B.C.T.);

**THENCE**, leaving the south line of said Coufal Hines Family tract, with the common line of said Flick 240.82 acres tract and said Tschoerner and Drozd tract the following three (3) courses and distances:

- 1) **S16°33'37"W**, a distance of **796.47** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point hereof,
- 2) **S16°27'40"W**, a distance of **2,137.02** feet to a 1/2-inch iron rod found for the southeast corner hereof,
- 3) **N74°40'25"W**, a distance of **1,306.87** feet to a 1/2-inch iron rod found for an angle point hereof, being the most southerly northwest corner of said Tschoerner and Drozd tract, being an angle point in the east right-of-way line of Red Barn Lane (right-of-way varies);

**THENCE**, leaving the west line of said Tschoerner and Drozd tract, with the east right-of-way line of said Red Barn Lane and the east line of said Flick 240.82 acres tract the following two (2) courses and distances:

- 1) **N74°17'08"W**, a distance of **39.18** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for the most southerly southwest corner hereof,
- 2) **N16°17'27"E**, a distance of **424.98** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point hereof, being an angle point in the east line of the remainder of a called 55.13 acres tract conveyed to Ralph Owen and wife, Deborah Owen in Volume 3869, Page 435 (D.R.B.C.T.).

**THENCE**, in part with the south line of said Flick 240.82 acres tract, in part with the south line of said Flick 213.83 acres tract and with the north line of said Owen remainder tract the following twelve (12) courses and distances:

- 1) **N63°09'17"E**, a distance of **100.11** feet to a 1/2-inch iron rod found for an angle point hereof,
- 2) **N81°44'27"E**, a distance of **136.78** feet to a 1/2-inch iron rod found for an angle point hereof,
- 3) **N53°06'25"E**, a distance of **15.43** feet to a 1/2-inch iron rod found for an angle point hereof,
- 4) **N17°10'00"E**, a distance of **51.81** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point hereof,
- 5) **N16°07'34"W**, a distance of **118.67** feet to a 1/2-inch iron rod found for an angle point hereof,
- 6) **N30°56'53"E**, a distance of **455.25** feet to a 1/2-inch iron rod found for an angle point hereof,
- 7) **N17°02'08"W**, a distance of **453.36** feet to a 1/2-inch iron rod found for an angle point hereof,
- 8) **N04°27'37"W**, a distance of **37.18** feet to a 1/2-inch iron rod found for an angle point hereof,
- 9) **N06°32'44"E**, a distance of **223.26** feet to a 1/2-inch iron rod found for an angle point hereof, being the beginning of an apparent gap between deed lines,
- 10) **N62°17'05"W**, a distance of **43.45** feet to a 1/2-inch iron rod found for an angle point hereof,
- 11) **N73°52'59"W**, a distance of **1,029.61** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point hereof,
- 12) **N73°43'28"W**, a distance of **1,107.75** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point hereof, being the end of said apparent gap between deed lines, and being the common north corner of said Owens tract and a called 12.916 acres tract conveyed to John Tarver A/K/A/ John D. Tarver in Document No. 2017042928 (O.P.R.B.C.T.) in Volume 3632, Page 435 (D.R.B.C.T.);

**THENCE**, leaving the west line of said Owen tract, with the common line of said Flick 213.83 acres tract and said Tarver tract, **N74°08'06"W**, a distance of **532.24** feet to a 1/2-inch iron rod found for an angle point hereof, being the common north corner of said Tarver tract and a called 56.05 acres tract (Tract One) conveyed to Beatrice Brenek in Document No. 2022039871 (O.P.R.B.C.T.);

**THENCE**, leaving the west line of said Owen tract, with the common line of said Flick 213.83 acres tract and said Brenek (Called Tract One), **N74°00'55"W**, a distance of **363.77** feet to a 1/2-inch iron rod found in the north line of said Brenek (Called Tract One) and the common south corner of said Flick 213.83 acres tract and said Brenek (Called Tract Two);

**THENCE**, leaving the west line of said Flick 213.83 acres tract, with the common line of said Brenek (Called Tract One) and said Brenek (Called Tract Two) the following two (2) courses and distances:

- 1) **N73°47'17"W**, a distance of **1,327.64** feet to a 6-inch cedar post found for an angle point hereof,
- 2) **N73°06'03"W**, a distance of **844.05** feet to an iron rod with "RPLS 4748" cap found in the east right-of-way line of said Bob White Road, being the common west corner of said Brenek (Called Tract One) and said Brenek (Called Tract Two);

**THENCE**, leaving the north line of said Brenek (Called Tract One), with the west right-of-way line of said Bob White Road and the east line of said Brenek (Called Tract Two), **N04°11'14"E**, a distance of **433.07**

feet to a 1/2-inch iron rod found for an angle point hereof, being the common west corner of said Brenek (Called Tract Two) and Brenek (Called Tract Three);

**THENCE**, leaving the north line of said Brenek (Called Tract Two), with the west right-of-way line of said Bob White Road and the east line of said Brenek (Called Tract Three), **N04°44'27"E**, a distance of **518.50** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for the most southerly northwest corner hereof, being the common west corner of said Brenek (Called Tract Three) and a called 5.64 acres tract conveyed to Jesse Padilla Sisneros in Document No. 2020036930 (O.P.R.B.C.T.) as described in Volume 2754, Page 76 of the Deed Records of Bell County, Texas (D.R.B.C.T.), from which a 1/2-inch iron rod with "4Ward-Boundary" cap set in the west right-of-way line of said Bob White Road, being the common west corner of said Cisneros tract and a called 40 acres tract conveyed to Wilburn Buel Ray in Volume 2298, Page 1 (D.R.B.C.T.) bears, **N05°05'02"E**, a distance of 445.39 feet;

**THENCE**, leaving the west right-of-way line of said Bob White Road, with the common line of said Brenek (Called Tract Three) and said Sisneros tract the following two (2) courses and distances:

- 1) **S71°54'18"E**, a distance of **542.29** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point hereof,
- 2) **N26°06'15"E**, a distance of **366.63** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for the most northerly northwest corner hereof, being the common north corner of said Brenek (Called Tract Three) and said Sisneros tract, and being in the south line of said Ray tract;

**THENCE**, leaving the west line of said Sisneros tract, with the common line of said Brenek (Called Tract Three) and said Ray tract, **S66°20'29"E**, a distance of **1,783.75** feet to a 1/2-inch iron rod found for the northeast corner hereof, being the common east corner of said Brenek (Called Tract Three) and said Ray tract, and being in the west line of a called 213.83 acres tract conveyed to Theodore C. Flick and Milton J. Flick in Volume 4339, Page 547 (D.R.B.C.T.);

**THENCE**, leaving the north line of said Brenek (Tract Three), with the common line of said Flick 213.83 acres tract and said Ray tract, **N16°35'22"E**, a distance of **698.49** feet to a 1/2-inch iron rod found for an interior ell-corner hereof, being in the south line of said Flick 42.66 acres tract;

**THENCE**, leaving the west line of said Flick 213.83 acres tract, with the common line of said Flick 42.66 acres tract and said Ray tract, **N66°09'03"W**, a distance of **2,530.07** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for the most northerly southwest corner hereof, being the common west corner of said Flick 42.66 acres tract and said Ray tract, being in the apparent east right-of-way line of said Bob White Road;

**THENCE**, leaving the north line of said Ray tract, with the west line of said Flick 42.66 acres tract and the east right-of-way line of said Bob White Road, **N17°30'04"E**, a distance of **310.07** feet to a 1/2-inch iron rod found for an angle point hereof, being the common west corner of said Flick 42.66 acres tract and a called 1.00 acre tract conveyed to Bernice Bryson in Document No. 2011041219 (O.P.R.B.C.T.);

**THENCE**, leaving the east right-of-way line of said Bob White Road, with the common line of said Flick 42.66 acres tract and said Bryson tract the following two (2) courses and distances:

- 1) **S66°24'55"E**, a distance of **290.31** feet to a 1/2-inch iron rod found for an angle point hereof, being the southeast corner of said Bryson tract,

- 2) **N16°58'56"E**, a distance of **150.58** feet to a 1/2-inch iron rod found for an angle point hereof, being the common east corner of said Bryson tract and a called 0.65 acre tract conveyed to Jose Ines Ramirez in Volume 5179, Page 655 (D.R.B.C.T.);

**THENCE**, leaving the north line of said Bryson tract, with the common line of said Flick 42.66 acres tract and said Ramirez tract the following two (2) courses and distances:

- 1) **N16°54'24"E**, a distance of **97.99** feet to a 3-inch metal post for an angle point hereof, being the northeast corner of said Ramirez tract,
- 2) **N65°43'50"W**, a distance of **291.11** feet to a 1/2-inch iron rod found for an angle point hereof, being the northwest corner of said Ramirez tract, and being in the apparent east right-of-way line of said Bob White Road;

**THENCE**, leaving the north line of said Ramirez tract, with the west line of said Flick 42.66 acres tract and the apparent east right-of-way line of said Bob White Road, **N18°10'11"E**, a distance of **181.30** feet to the **POINT OF BEGINNING** and containing 554.5922 Acres (24,158,038 Square Feet) more or less.

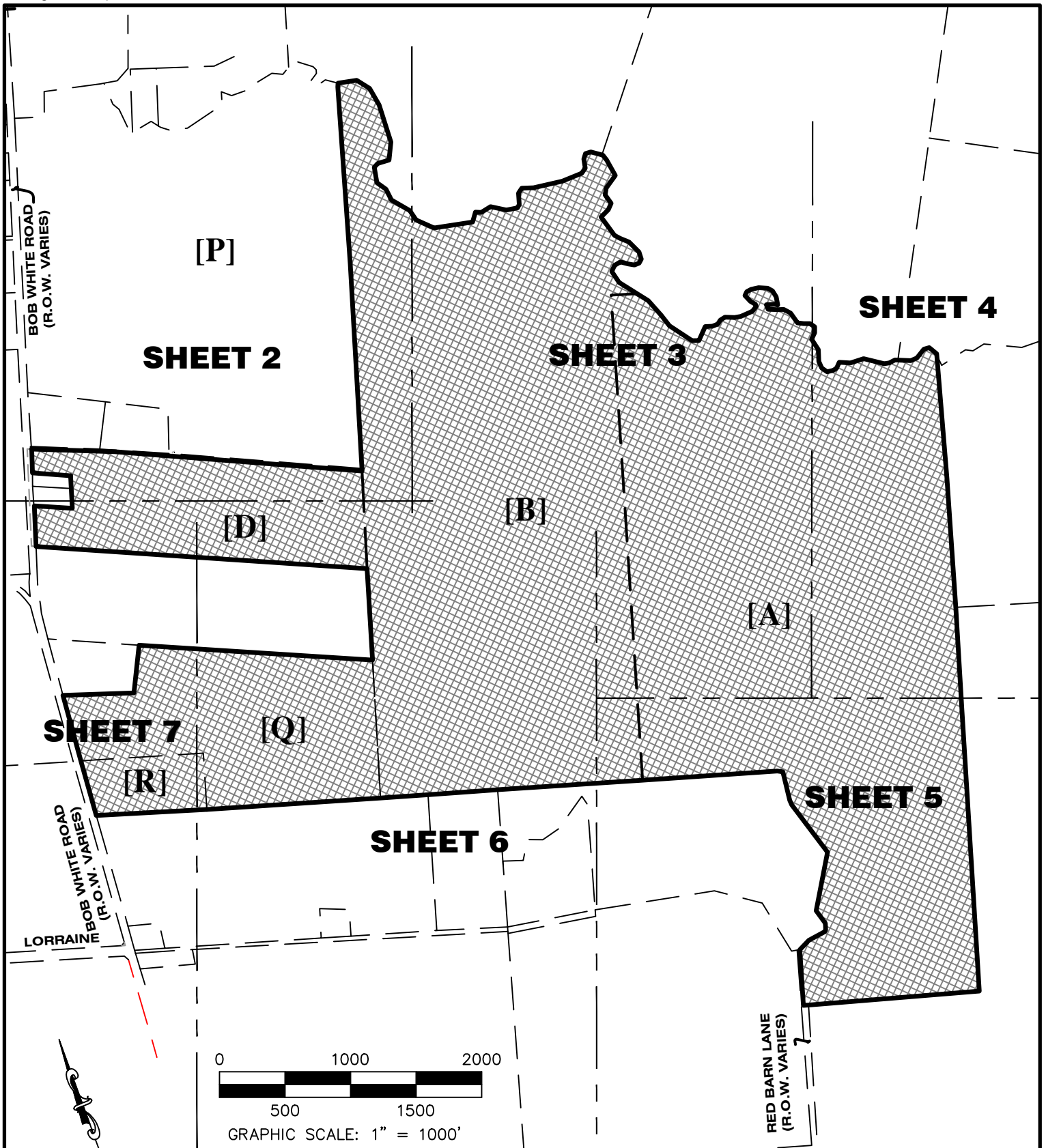
**Notes:**

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203); all distances were adjusted to surface using a combined scale factor of 1.000145609313. See attached sketch (reference drawing: 02015-AE (private)\_REV 2.dwg.

7/29/2025

Paul N. Guerrero, RPLS #5992  
4Ward Land Surveying, LLC  
TBPELS Firm #10174300



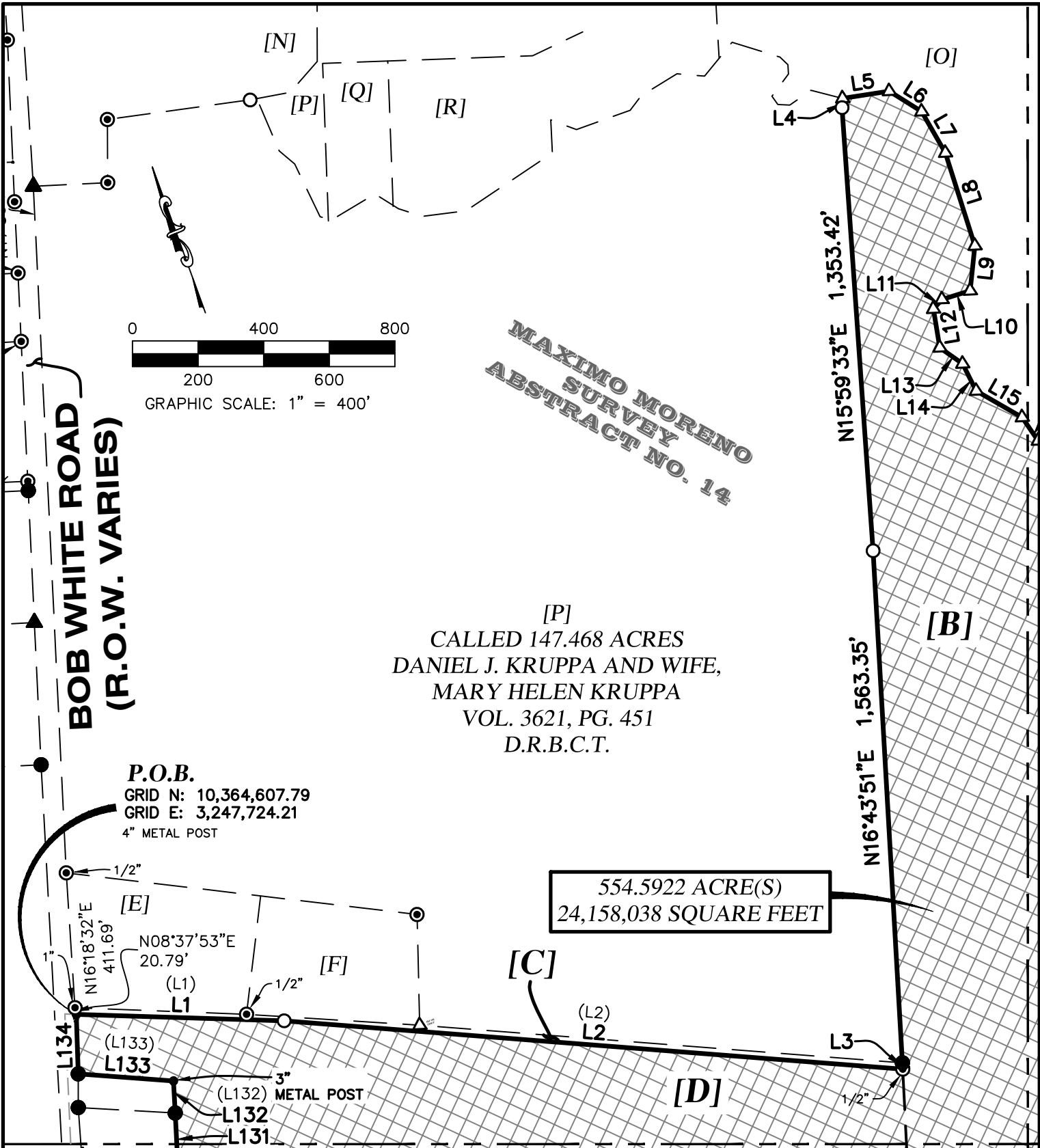


**ANNEXATION EXHIBIT**  
**City of Temple,**  
**Bell County, Texas**



PO Box 90876, Austin Texas 78709  
 INFO@4WARDLS.COM (512) 537-2384  
 TBPELS FIRM #10174300

Date:	7/29/2025
Project:	02015
Scale:	1" = 1000'
Reviewer:	PG
Tech:	CC
Field Crew:	JM/MR
Survey Date:	FEB. 2025
Sheet:	1 OF 10

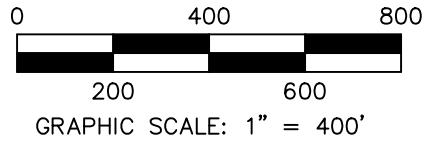


**ANNEXATION EXHIBIT**  
**City of Temple,**  
**Bell County, Texas**



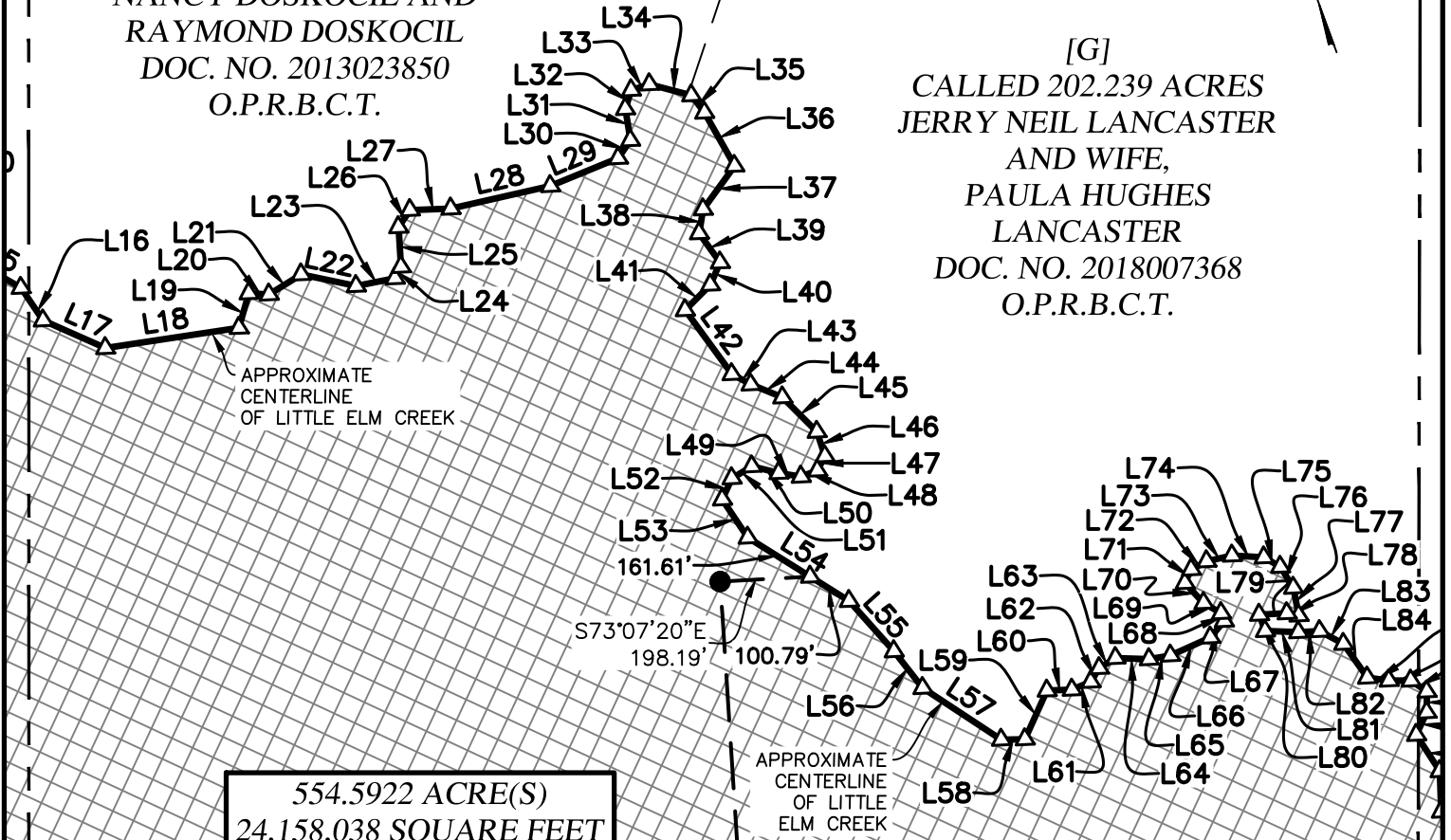
PO Box 90876, Austin Texas 78709  
 INFO@4WARDLS.COM (512) 537-2384  
 TBPELS FIRM #10174300

Date:	7/29/2025
Project:	02015
Scale:	1" = 400'
Reviewer:	PG
Tech:	CC
Field Crew:	JM/MR
Survey Date:	FEB. 2025
Sheet:	2 OF 10



[O]  
 REMAINDER  
 OF CALLED 208 ACRES  
 NANCY DOSKOCIL AND  
 RAYMOND DOSKOCIL  
 DOC. NO. 2013023850  
 O.P.R.B.C.T.

[G]  
 CALLED 202.239 ACRES  
 JERRY NEIL LANCASTER  
 AND WIFE,  
 PAULA HUGHES  
 LANCASTER  
 DOC. NO. 2018007368  
 O.P.R.B.C.T.



554.5922 ACRE(S)  
 24,158,038 SQUARE FEET

[B]

[A]

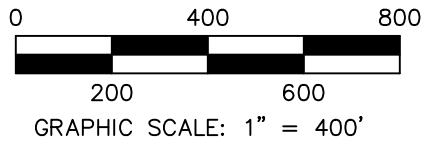
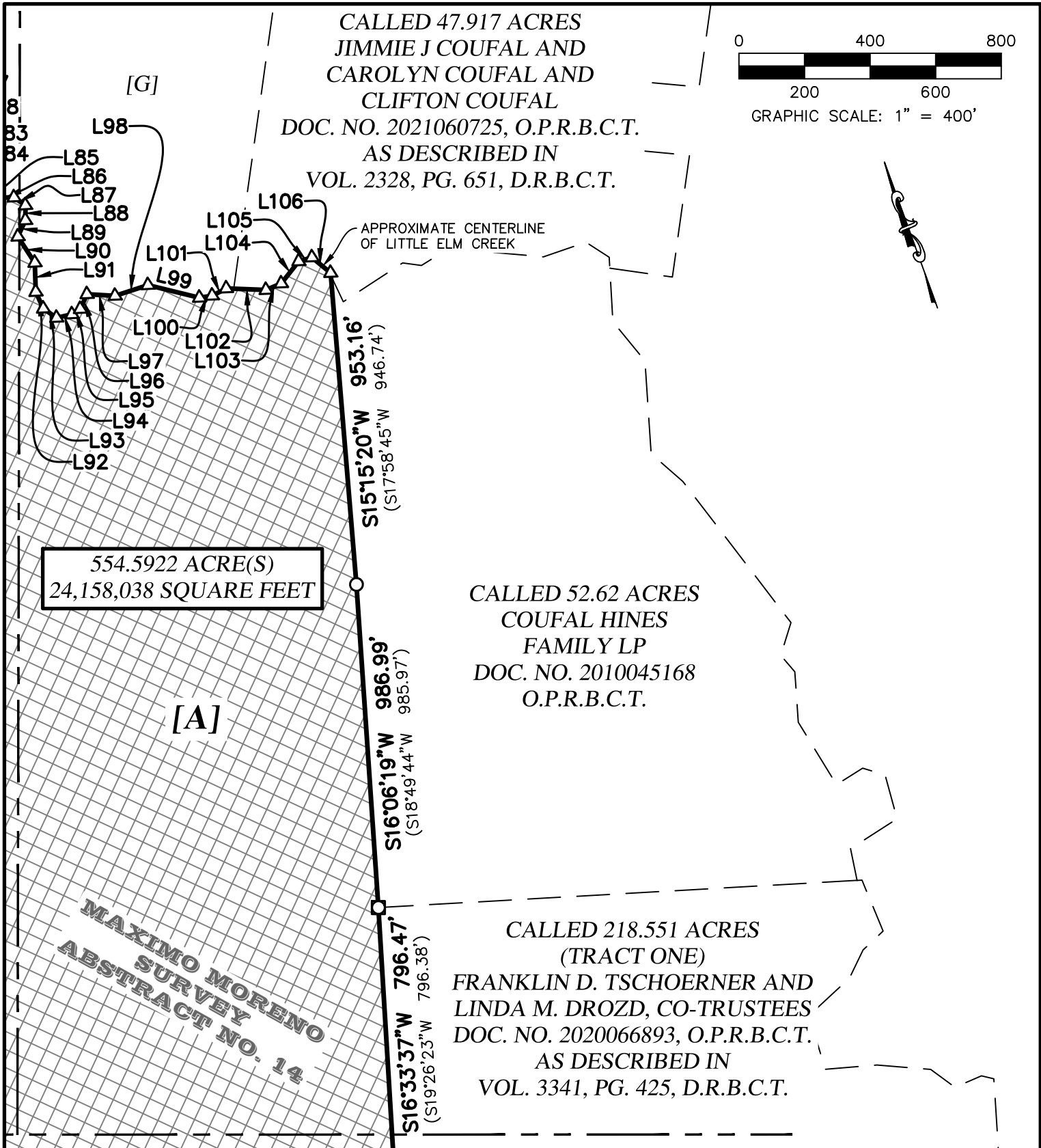
MAXIMO MORENO  
 SURVEY  
 ABSTRACT NO. 14

**ANNEXATION EXHIBIT**  
**City of Temple,**  
**Bell County, Texas**



PO Box 90876, Austin Texas 78709  
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 TBPELS FIRM #10174300

Date:	7/29/2025
Project:	02015
Scale:	1" = 400'
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Tech:	CC
Field Crew:	JM/MR
Survey Date:	FEB. 2025
Sheet:	3 OF 10

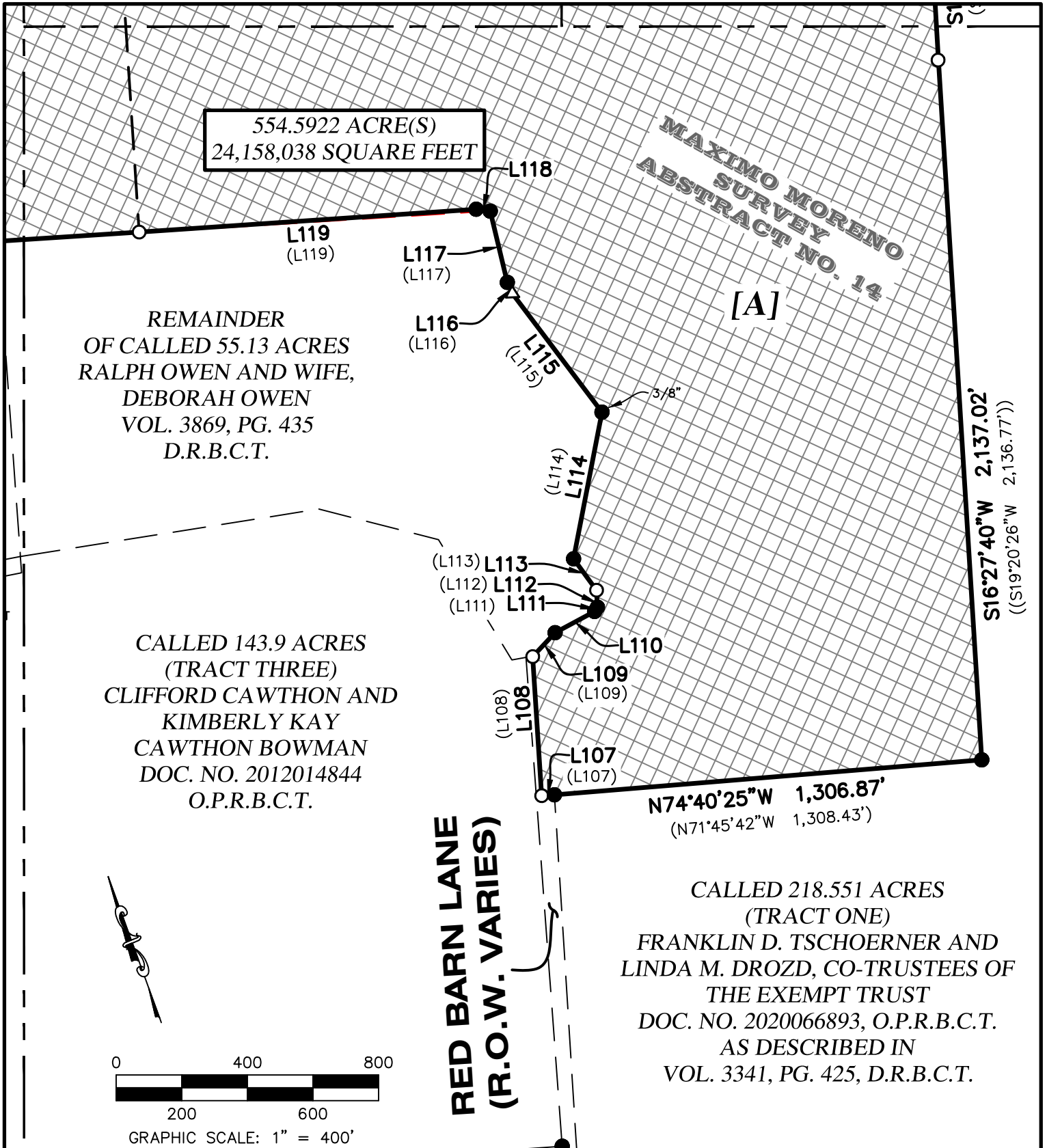


**ANNEXATION EXHIBIT**  
**City of Temple,**  
**Bell County, Texas**

**4WARD**  
*Land Surveying*  
A Limited Liability Company

PO Box 90876, Austin Texas 78709  
INFO@4WARDLS.COM (512) 537-2384  
TBPELS FIRM #10174300

Date:	7/29/2025
Project:	02015
Scale:	1" = 400'
Reviewer:	PG
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Field Crew:	JM/MR
Survey Date:	FEB. 2025
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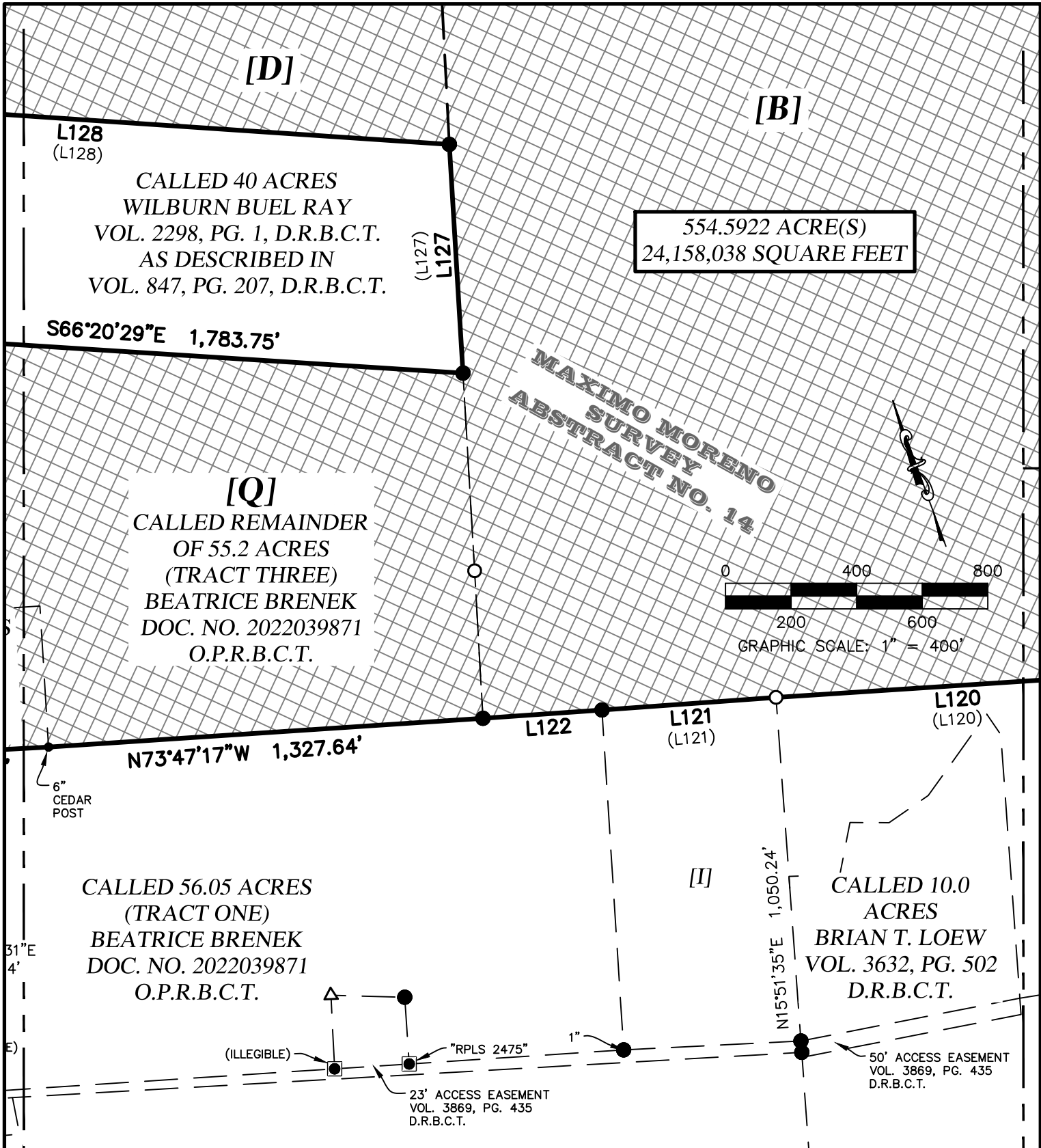


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[A]  
 CALLED 240.82 ACRES  
OWNER:  
 THEODORE C. FLICK AND  
 MILTON J. FLICK  
 VOL. 1717, PG. 237, D.R.B.C.T.

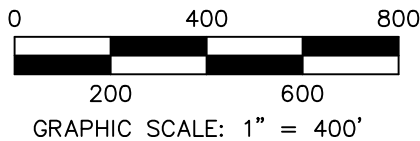
[B]  
 CALLED 213.83 ACRES  
 (TRACT 1)  
OWNER:  
 THEODORE C. FLICK AND  
 MILTON J. FLICK  
 VOL. 4339, PG.547, D.R.B.C.T.

[C]  
 (EASEMENT)  
 CALLED 1.244 ACRES  
 (ROW & EASEMENT TRACT II)  
OWNER:  
 THEODORE C. FLICK AND  
 MILTON J. FLICK  
 VOL. 4339, PG.547, D.R.B.C.T.

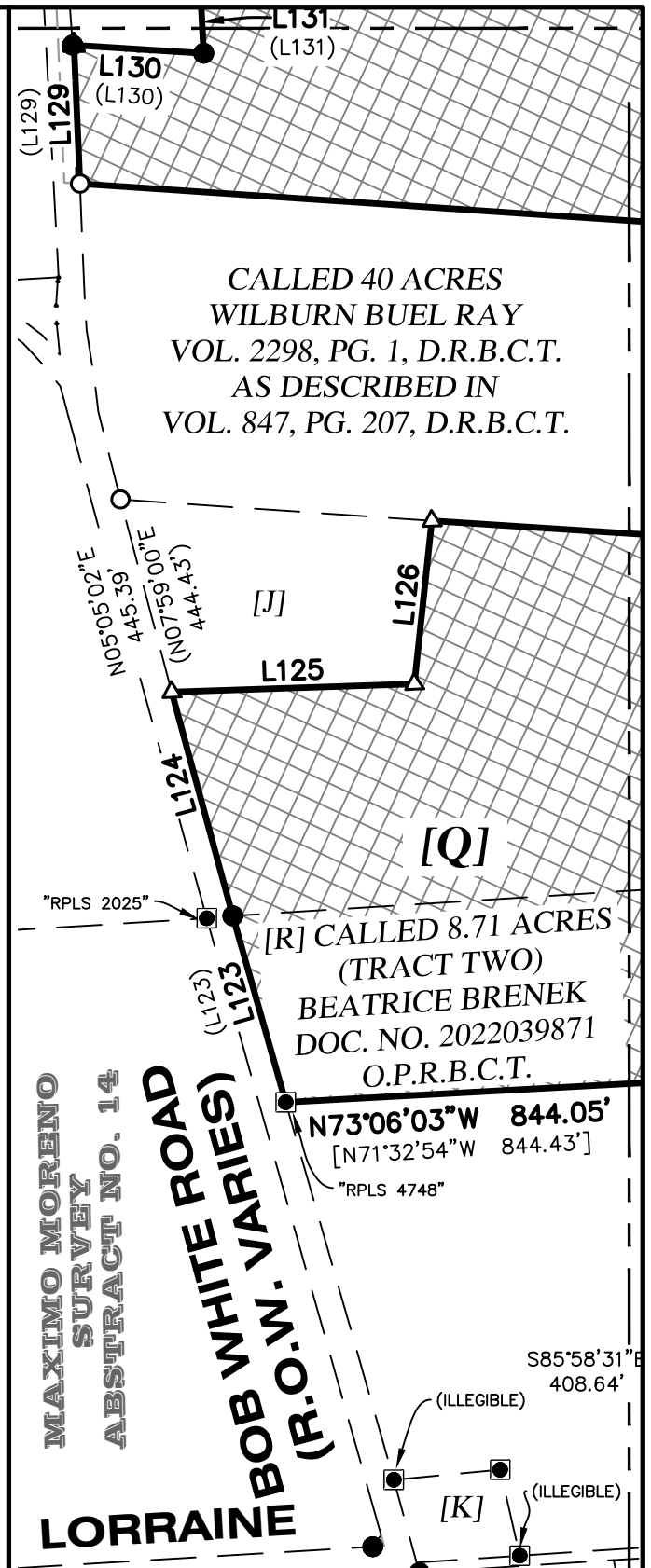
[D]  
 CALLED 42.66 ACRES  
OWNER: PAIGE D. FLICK AND  
 MILTON J. FLICK, TRUSTEE  
 DOC. NO. 2001-00029738, O.P.R.B.C.T.

[E]  
 CALLED 4.95 ACRES  
 RUBEN HERNANDEZ AND  
 YADIRA ARROYO  
 DOC. NO. 2011041151  
 O.P.R.B.C.T.

[F]  
 CALLED 4.000 ACRES  
 JOSEPHINE MITCHELL  
 DOC. NO. 2019059401  
 O.P.R.B.C.T.



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LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S68°14'19"E	633.68'
L2	S65°31'37"E	1,891.54'
L3	N17°03'35"E	19.38'
L4	N22°39'45"E	29.36'
L5	S78°44'27"E	144.07'
L6	S37°52'01"E	116.77'
L7	S09°53'29"E	145.19'
L8	S02°23'39"W	297.14'
L9	S25°55'56"W	137.78'
L10	N87°11'23"W	89.90'
L11	S62°12'58"W	39.17'
L12	S10°37'02"W	119.71'
L13	S34°46'07"E	85.09'
L14	S06°39'43"E	92.38'
L15	S40°05'28"E	161.56'
L16	S14°07'59"E	86.52'
L17	S46°02'53"E	149.78'
L18	S78°36'13"E	296.72'
L19	N35°58'50"E	79.08'
L20	S66°39'26"E	44.32'
L21	N78°03'52"E	83.42'
L22	S58°01'17"E	123.35'
L23	S81°17'30"E	87.02'
L24	N47°42'17"E	28.43'
L25	N16°20'30"E	87.34'
L26	N53°57'31"E	45.21'
L27	S72°09'27"E	89.59'
L28	S82°46'20"E	224.21'
L29	N87°42'02"E	161.26'
L30	N54°10'57"E	47.54'
L31	N10°52'28"E	69.73'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L32	N37°09'45"E	43.14'
L33	S87°38'36"E	42.17'
L34	S55°22'15"E	95.24'
L35	S17°03'44"E	47.54'
L36	S09°29'30"E	134.63'
L37	S55°58'24"W	117.90'
L38	S29°23'11"W	53.37'
L39	S15°40'28"E	79.14'
L40	S43°37'26"W	53.44'
L41	S64°52'29"W	78.63'
L42	S16°09'16"E	174.06'
L43	S41°26'06"E	47.38'
L44	S47°49'46"E	75.12'
L45	S24°59'59"E	106.82'
L46	S01°47'42"W	56.49'
L47	S47°35'50"W	35.52'
L48	S89°29'57"W	38.52'
L49	N60°56'08"W	49.51'
L50	N55°56'13"W	60.75'
L51	S79°14'22"W	51.26'
L52	S44°29'09"W	50.96'
L53	S13°45'39"E	101.14'
L54	S37°59'15"E	262.41'
L55	S21°44'46"E	147.93'
L56	S18°00'22"E	102.51'
L57	S36°36'12"E	206.58'
L58	S71°10'01"E	52.19'
L59	N44°15'40"E	117.19'
L60	S72°04'12"E	55.05'
L61	N87°14'07"E	44.78'
L62	N51°54'23"E	35.38'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L63	N78°09'59"E	42.13'
L64	S68°08'28"E	73.64'
L65	S79°31'43"E	47.77'
L66	N85°39'02"E	96.28'
L67	N59°41'30"E	46.89'
L68	N00°00'00"E	18.44'
L69	N40°09'23"W	44.35'
L70	N23°05'54"W	60.30'
L71	N44°48'57"E	32.79'
L72	N81°45'34"E	38.37'
L73	S82°30'35"E	57.36'
L74	S66°42'04"E	69.97'
L75	S40°14'38"E	41.50'
L76	S11°57'44"E	54.18'
L77	S09°09'13"W	62.15'
L78	N59°00'29"W	26.45'
L79	N73°10'48"W	60.66'
L80	S00°14'46"W	37.87'
L81	S68°04'06"E	73.17'
L82	S72°41'20"E	46.78'
L83	S41°41'57"E	59.35'
L84	S15°19'00"E	90.82'
L85	S62°20'51"E	47.96'
L86	S69°59'19"E	48.01'
L87	S35°30'54"E	42.56'
L88	S20°14'19"W	45.84'
L89	S44°56'32"W	54.54'
L90	S12°57'48"E	94.92'
L91	S18°07'11"W	89.11'
L92	S04°19'14"E	55.75'
L93	S35°06'14"E	49.45'

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LINE TABLE		
LINE #	DIRECTION	LENGTH
L94	S82°59'45"E	48.01'
L95	N77°42'44"E	30.30'
L96	N44°15'50"E	49.40'
L97	S66°46'06"E	85.75'
L98	S87°58'11"E	105.53'
L99	S56°14'57"E	161.56'
L100	S79°05'48"E	39.52'
L101	N82°44'24"E	48.10'
L102	S67°49'55"E	121.12'
L103	N87°08'23"E	50.76'
L104	N58°14'03"E	85.98'
L105	S86°28'11"E	42.17'
L106	S30°16'54"E	73.90'
L107	N74°17'08"W	39.18'
L108	N16°17'27"E	424.98'
L109	N63°09'17"E	100.11'
L110	N81°44'27"E	136.78'
L111	N53°06'25"E	15.43'
L112	N17°10'00"E	51.81'
L113	N16°07'34"W	118.67'
L114	N30°56'53"E	455.25'
L115	N17°02'08"W	453.36'
L116	N04°27'37"W	37.18'
L117	N06°32'44"E	223.26'
L118	N62°17'05"W	43.45'
L119	N73°52'59"W	1,029.61'
L120	N73°43'28"W	1,107.75'
L121	N74°08'06"W	532.24'
L122	N74°00'55"W	363.77'
L123	N04°11'14"E	433.07'
L124	N04°44'27"E	518.50'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L125	S71°54'18"E	542.29'
L126	N26°06'15"E	366.63'
L127	N16°35'22"E	698.49'
L128	N66°09'03"W	2,530.07'
L129	N17°30'04"E	310.07'
L130	S66°24'55"E	290.31'
L131	N16°58'56"E	150.58'
L132	N16°54'24"E	97.99'
L133	N65°43'50"W	291.11'
L134	N18°10'11"E	181.30'

LEGEND	
	PROPERTY LINE
	ADJACENT PROPERTY LINES
	EXISTING EASEMENT LINES
	CALCULATED POINT
	1/2" IRON ROD SET W/PLASTIC "4WARD BOUNDARY" CAP
	IRON ROD FOUND WITH PLASTIC CAP AS NOTED
	IRON ROD FOUND AS NOTED
	IRON PIPE FOUND AS NOTED
	NAIL FOUND AS NOTED
	TYPE III 5/8" ALUMINUM CAP FOUND (UNLESS NOTED)
VOL./PG.	VOLUME, PAGE
DOC. NO.	DOCUMENT NUMBER
R.O.W.	RIGHT-OF-WAY
O.P.R.B.C.T.	OFFICIAL PUBLIC RECORDS, BELL COUNTY, TEXAS
D.R.B.C.T.	DEED RECORDS, BELL COUNTY, TEXAS
(.....)	RECORD INFORMATION FOR ADJACENT PROPERTIES

**BEARING BASIS:**

- 1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000145609313.
- 2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.

**ANNEXATION EXHIBIT  
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RECORD LINE TABLE		
LINE #	DIRECTION	LENGTH
(L1)	(S66°27'34"E)	(633.68')
(L2)	(S63°44'52"E)	(1,934.72')
(L107)	(N71°13'05"W)	(39.16')
(L108)	(N19°21'30"E)	(424.76')
(L109)	(N66°13'20"E)	(100.06')
(L111)	(N58°46'17"E)	(15.00')
(L112)	(N19°55'36"E)	(52.02')
(L113)	(N13°21'58"W)	(119.15')
(L114)	(N33°54'32"E)	(458.83')
(L115)	(N14°17'12"W)	(453.84')
(L116)	(N01°42'41"W)	(37.22')
(L117)	(N09°22'31"E)	(222.90')
(L119)	(N70°54'29"W)	(1029.96')
(L120)	(N70°54'29"W)	(1107.71')
(L121)	(S71°16'47"E)	(532.24')
(L123)	(N06°00'00"W)	(431.60')
(L127)	(N19°00'00"W)	(698.89')
(L128)	(N63°15'00"W)	(920VRS)
(L129)	(N18°53'33"E)	(309.93')
(L130)	(S65°00'35"E)	(287.84')
(L131)	(N18°38'04"E)	(150.00')
(L132)	(N18°38'04"E)	(97.96')
(L133)	(N64°16'22"W)	(287.72')

[I]  
 CALLED 12.916 ACRES  
 JOHN TARVER A/K/A/  
 JOHN D. TARVER AND  
 SARAH TARVER  
 DOC. NO. 2017-42928, O.P.R.B.C.T.

[N]  
 CALLED 21.40 ACRES  
 RALPH JOSEPH BUSCEMI, JR.  
 DOC. NO. 2020067052  
 O.P.R.B.C.T.

[J]  
 CALLED 5.64 ACRES  
 JESSE PADILLA SISNEROS  
 DOC. NO. 2020036930, O.P.R.B.C.T.

[P]  
 CALLED 10.98 ACRES  
 EDGAR E. BOEHME  
 VOL. 2141, PG. 599  
 D.R.B.C.T.

[K]  
 CALLED 1.037 ACRES  
 DAVID BRETT EVERETT AND  
 DANIELLE JO EVERETT  
 DOC. NO. 2011024250, O.P.R.B.C.T.

[Q]  
 CALLED 2.000 ACRES  
 EDGAR BOEHME  
 VOL. 3640, PG. 64  
 D.R.B.C.T.

[L]  
 CALLED 1.153 ACRES  
 MARY E. RENDON AND  
 DAVID R. RENDON  
 DOC. NO. 2012008336, O.P.R.B.C.T.

[M]  
**TOWER ROAD**  
**(R.O.W. VARIES)**



7/29/2025



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EXHIBIT “   B   ”

Maximo Moreno Survey, Abstract No. 14



PO Box 90876  
 Austin, TX 78709  
 512.554.3371  
 jward@4wardls.com  
[www.4wardls.com](http://www.4wardls.com)

Legal Description

**BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 148.1097 ACRES (6,451,657 SQUARE FEET) OUT OF THE MAXIMO MORENO SURVEY, ABSTRACT NO. 14, IN BELL COUNTY, TEXAS, BEING ALL OF A CALLED 147.468 ACRES TRACT CONVEYED TO DANIEL J. HRUPPA AND WIFE MAY HELEN KRUPPA IN VOLUME 3621, PAGE 451 OF THE DEED RECORDS OF BELL COUNTY, TEXAS (D.R.B.C.T.) OUT OF THAT CERTAIN 162 ½ ACRE TRACT OF LAND RECORDED IN VOLUME 408, PAGE 483 (D.R.B.C.T.), SAID 148.1097 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING**, at a 1/2-inch iron pipe found in the east right-of-way line of Bob White Road (right-of-way varies), being the common west corner of said Kruppa tract and a called 4.95 acres tract conveyed to Ruben Hernandez and Yadira Arroyo in Document No. 2011041151 of the Official Public Records of Bell County, Texas (O.P.R.B.C.T.), and being the most northerly southwest corner and **POINT OF BEGINNING** hereof, from which a 1-inch iron pipe found in the east right-of-way line of said Bob White Road, being the southwest corner of said Hernandez and Arroyo tract, and being the northwest corner of an apparent gap between deeds, said gap between deeds lines between a called 42.66 acres tract conveyed to Paige D. Flick and Milton J. Flick in Document No. 2001029738 (O.P.R.B.C.T.) and said Hernandez and Arroyo tract, said Kruppa tract and a called 4.000 acres tract conveyed to Josephine Mitchell in Document No. 2019059401 (O.P.R.B.C.T.) bears, S16°18'32"W, a distance of 411.69 feet;

**THENCE**, leaving the north line of said Hernandez and Arroyo tract, with the east right-of-way line of said Bob White Road and the west line of said Kruppa tract, **N17°15'22"E**, a distance of **2,095.74** feet to a 60d nail found for the most southerly northwest corner hereof, being the common west corner of said Kruppa tract and a called 21.40 acres tract conveyed to Ralph Joseph Buscemi, Jr. in Document No. 2020067052 (O.P.R.B.C.T.);

**THENCE**, leaving the east right-of-way line of said Bob White Road, with the common line of said Kruppa tract and said Buscemi tract the following four (4) courses and distances:

- 1) **S72°48'09"E**, a distance of **226.68** feet to a 1-inch iron pipe found for an angle point hereof,
- 2) **N19°45'41"E**, a distance of **192.61** feet to a 1-inch iron pipe found for the most northerly northwest corner hereof,
- 3) **S77°45'39"E**, a distance of **439.13** feet to a calculated point for an angle point hereof,
- 4) **S81°41'09"E**, a distance of **22.50** feet to a 5/8-inch iron rod found in the approximate centerline of Little Elm Creek, being in the south line of said Buscemi tract, and being an angle point in the west line of a called 10.98 acres tract conveyed to Edgar E. Boehme in Volume 2141, Page 599 (D.R.B.C.T.);

**THENCE**, leaving the south line of said Buscemi tract, with the approximate centerline of said Little Elm Creek, and with the north line of said Kruppa tract, in part with the south line of said Boehme 10.98 acres tract, in part with a called 2.000 acres tract conveyed to Edgar E. Boehme in Volume 3640, Page 64 (D.R.B.C.T.), in part with the south line of a called 10.996 acres tract conveyed to Edgar E. Boehme in Document No. 2010003851 (O.P.R.B.C.T.), and in part with the south line of a called 208 acres tract conveyed to Nancy Duskocil and Raymond Duskocil in Document No. 2013023850 (O.P.R.B.C.T.) the following twenty-four (24) courses and distances:

- 1) **S02°22'09"E**, a distance of **171.15** feet to a calculated point for an angle point hereof,
- 2) **S29°47'29"E**, a distance of **64.17** feet to a calculated point for an angle point hereof,
- 3) **S05°37'03"E**, a distance of **178.22** feet to a calculated point for an angle point hereof,
- 4) **S43°11'21"E**, a distance of **41.13** feet to a calculated point for an angle point hereof,
- 5) **N82°43'01"E**, a distance of **177.96** feet to a calculated point for an angle point hereof,
- 6) **S21°28'50"E**, a distance of **48.21** feet to a calculated point for an angle point hereof,
- 7) **S44°35'51"E**, a distance of **79.34** feet to a calculated point for an angle point hereof,
- 8) **S79°42'18"E**, a distance of **148.54** feet to a calculated point for an angle point hereof,
- 9) **N76°11'39"E**, a distance of **316.88** feet to a calculated point for an angle point hereof,
- 10) **N17°13'29"E**, a distance of **101.27** feet to a calculated point for an angle point hereof,
- 11) **S49°15'01"E**, a distance of **83.97** feet to a calculated point for an angle point hereof,
- 12) **S89°47'49"E**, a distance of **173.82** feet to a calculated point for an angle point hereof,
- 13) **N57°22'14"E**, a distance of **56.11** feet to a calculated point for an angle point hereof,
- 14) **N78°28'43"E**, a distance of **127.29** feet to a calculated point for an angle point hereof,
- 15) **S65°14'58"E**, a distance of **84.79** feet to a calculated point for an angle point hereof,
- 16) **N59°03'50"E**, a distance of **133.04** feet to a calculated point for an angle point hereof,
- 17) **S52°43'43"E**, a distance of **152.56** feet to a calculated point for an angle point hereof,
- 18) **S26°19'24"E**, a distance of **33.80** feet to a calculated point for an angle point hereof,
- 19) **S16°45'30"W**, a distance of **28.07** feet to a calculated point for an angle point hereof,
- 20) **S56°33'30"W**, a distance of **84.32** feet to a calculated point for an angle point hereof,
- 21) **S14°51'20"E**, a distance of **31.05** feet to a calculated point for an angle point hereof,
- 22) **S67°16'32"E**, a distance of **36.53** feet to a calculated point for an angle point hereof,
- 23) **N75°00'28"E**, a distance of **78.93** feet to a calculated point for an angle point hereof,
- 24) **S55°36'23"E**, a distance of **99.23** feet to a calculated point for the northeast corner hereof, being in the south line of said Dorskocil tract, and being the common north corner of said Kruppa tract and a called 213.83 acres tract (called Tract 1) conveyed to Theodore C. Flick and Milton J. Flick in Volume 4339, Page 547 (D.R.B.C.T.);

**THENCE**, leaving the south line of said Dorskocil tract, with the east line of said Kruppa tract and west line of said Flick 213.83 acres tract the following three (3) courses and distances:

- 1) **S22°39'45"W**, a distance of **29.36** feet to a calculated point for an angle point hereof,
- 2) **S15°59'33"W**, a distance of **1,353.42** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point hereof,
- 3) **S16°43'51"W**, a distance of **1,563.35** feet to a 1/2-inch iron rod found in the west line of said Flick 213.83 acres tract, and being the southeast corner of the deed line for said 147.468 acre tract as described in Volume 3621, Page 451 (D.R.B.C.T.)
- 4) And continuing, **S17°03'35"W**, a distance of **19.38** feet to a 1/2-inch iron pipe found in the west line of said Flick 213.83 acres tract, being the northeast corner of said Flick 42.66 acres tract and the southeast corner of said 162 ½ acre tract as established by a boundary line agreement dated July 17, 1939 by and between W. Goodrich Jones and Joe Zvolanek et al., recorded in Volume 476, Page 107 (D.R.T.C.T.);

**THENCE**, leaving the west line of said Flick 213.83 acres tract, along and with the north line of said Flick 42.66 acres tract, being the aforementioned boundary line agreement, **N65°31'37"W**, a distance of **1,476.39** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set in said line for an angle point hereof,

**THENCE**, leaving the north line of said Flick 42.66 acres tract, being the aforementioned boundary line agreement, in part with the south line of said Kruppa tract, in part with the east and north line of said Mitchell 4.000 acre tract, in part with the north line of said Hernandez and Arroyo 4.95 acre tract the following two (2) courses and distances:

- 1) **N18°38'15"E**, a distance of **356.68** feet to a 1-inch iron pipe found for an angle point hereof,
- 2) **N63°15'15"W**, passing at a distance of 480.13 feet a calculated point for the common north corner of said Mitchell tract and said Hernandez and Arroyo tract, in all a distance of **1,076.84** feet to the **POINT OF BEGINNING** and containing 148.1097 Acres (6,451,657 Square Feet) more or less.

**Notes:**

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203); all distances were adjusted to surface using a combined scale factor of 1.000145609313. See attached sketch (reference drawing: 02015-Kruppa\_rev.dwg.)


  
6/17/2025  
Paul N. Guerrero, RPLS #5992  
4Ward Land Surveying, LLC



EXHIBIT C



**LEGEND**

- PROPERTY BOUNDARY
- EASEMENT
- SETBACK
- FUTURE POTENTIAL ROAD ROW
- EX PARCEL BOUNDARY
- EX 10' CONTOUR
- EX 2' CONTOUR

- DEVELOPABLE AREA
- UNDEVELOPABLE AREA
- APPROXIMATE FLOODPLAIN (ZONE X) (FEMA MAPS)
- APPROXIMATE FLOODPLAIN (ZONE AE) (FEMA MAPS)
- APPROXIMATE FLOODWAY (ZONE AE) (FEMA MAPS)
- IDENTIFIED WATER BODY
- IDENTIFIED WETLAND

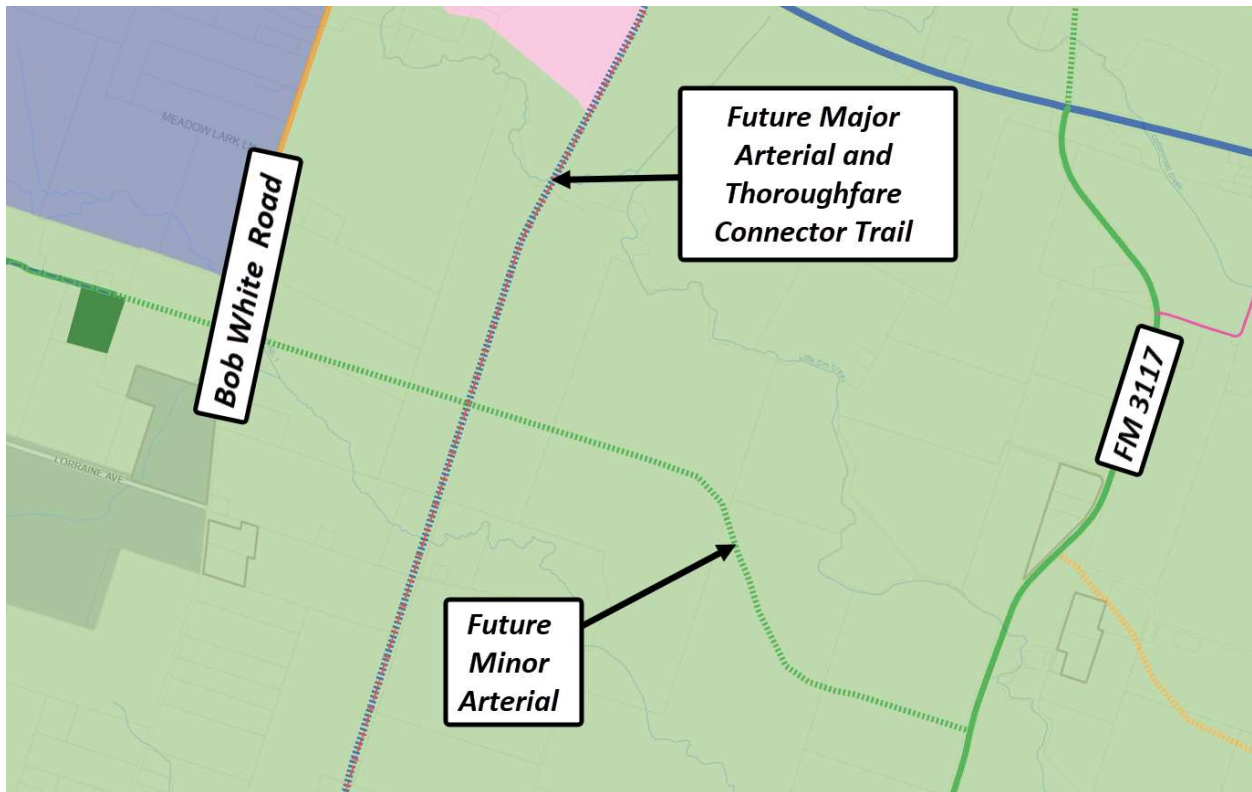
- NOTES**
1. THE PRIVATE SITE AREA TO BE ANNEXED INTO THE CITY OF TEMPLE IS 554.59 ACRES. APPROXIMATE DEVELOPABLE AREA IS 400 ACRES.
  2. BASED ON THE CITY OF TEMPLE COMPREHENSIVE PLAN, A MAJOR ARTERIAL THROUGH THE PROPERTY IS SHOWN ON THIS SITE DEVELOPMENT PLAN. THE FINAL ALIGNMENT WILL BE DETERMINED BY THE CITY OF TEMPLE THROUGH PLANNING AND ENGINEERING COLLABORATION WITH THE PROPERTY OWNER AND THAT DESIGN WILL BE INCORPORATED ACCORDINGLY, PROVIDED THERE ARE NO SUBSTANTIAL DEVIATIONS FROM THE LOCATION SHOWN. NOTWITHSTANDING THE DEPICTION OF THE PROPOSED THOROUGHFARE IN THIS SITE DEVELOPMENT PLAN IN THE PD, NOTHING HEREIN SHALL BE DEEMED A DEDICATION OR A RESERVATION, OR AN OBLIGATION TO DEDICATE IN THE FUTURE.
  3. WATER AND SANITARY SEWER SERVICE CURRENTLY PLANNED TO BE PROVIDED BY THE CITY OF TEMPLE, SUBJECT TO FORTHCOMING SERVICE AGREEMENT(S).
  4. OWNER AGREES TO WORK WITH BOTH THE PLANNING DIRECTOR AND THE FIRE MARSHAL ON LOCATION, CONFIGURATION, AND SIZE FOR ALL PROPOSED ACCESS POINTS.

**PROJECT:** TEMPLE  
**LOCATION:** TEMPLE, TEXAS  
**TITLE:** SITE DEVELOPMENT PLAN  
**DATE:** SEPTEMBER 2025



## EXHIBIT D THOROUGHFARE PLAN – MINOR EAST-WEST ARTERIAL

The City of Temple 2020 Comprehensive Plan (updated in 2022) identifies the proposed arterial in the north-south direction through the Property as a proposed major arterial along with a proposed Thoroughfare Connector Trail. Additionally, the City of Temple Comprehensive Plan identifies a future minor arterial in the east-west direction through the site.



*City of Temple 2022 Comprehensive Plan*

## EXHIBIT E INITIAL ACCESS & SECONDARY ACCESS CONNECTION



EXHIBIT “ F ”

Maximo Moreno Survey, Abstract No. 14



PO Box 90876  
 Austin, TX 78709  
 512.554.3371  
 jward@4wardls.com  
[www.4wardls.com](http://www.4wardls.com)

**Legal Description**

**BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 56.0128 ACRES (2,439,918 SQUARE FEET) OUT OF THE MAXIMO MORENO SURVEY, ABSTRACT NO. 14, IN BELL COUNTY, TEXAS, BEING ALL OF A CALLED 56.05 ACRES TRACT OF LAND (CALLED TRACT ONE), CONVEYED TO BEATRICE BRENEK IN DOCUMENT NO. 2022039871 OF THE OFFICIAL PUBLIC RECORDS OF BELL COUNTY, TEXAS (O.P.R.B.C.T.), SAID 56.0128 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING**, at an iron rod with illegible cap found in the east right-of-way line of Bob White Road (right-of-way varies), being the common west corner of said Brenek (Called Tract One) and a called 1.037 acres tract conveyed to David Brett Everett and Danielle Jo Everett in Document No. 2011024250 (O.P.R.B.C.T.), and being the most northerly southwest corner and **POINT OF BEGINNING** hereof;

**THENCE**, leaving the north line of said Everett tract, with the east right-of-way line of said Bob White Road and the west line of said Brenek (Called Tract One), **N04°01'16"E**, a distance of **877.42** feet to an iron rod with “RPLS 4748” cap found for an angle point hereof, being the common west corner of said Brenek (Called Tract One) and Brenek (Called Tract Two);

**THENCE**, leaving the east right-of-way line of said Bob White, with the north line of said Brenek (Called Tract One), **S73°06'03"E**, a distance of **844.05** feet to a 6 inch cedar post found for an angle point hereof, being the common south corner of said Brenek (Called Tract Two) and Brenek (Called Tract Three);

**THENCE**, leaving the east line of said Brenek (Called Tract Two) and the west line of said Brenek (Called Tract Three), with the north line of said Brenek (Called Tract One), **S73°47'17"E**, a distance of **1,327.64** feet to a 1/2-inch iron rod found for an angle point hereof, being the common south corner of said Brenek (Called Tract Three) and of a called 213.83 acres tract conveyed to Theodore C. Flick and Milton J. Flick in Volume 4339, Page 547 (D.R.B.C.T.);

**THENCE**, leaving the east line of said Brenek (Called Tract Three), with the common line of said Brenek (Called Tract One) and said Flick tract, **S74°00'55"E**, a distance of **363.77** feet to a 1/2-inch iron rod found for an angle point hereof, being the common north corner of said Brenek (Called Tract One) and a called 12.916 acres tract conveyed to John Tarver A/K/A/ John D Tarver and Sarah Tarver in Document No. 2017042928 (O.P.R.B.C.T.), from which a 1/2-inch iron rod with “4Ward-Boundary” cap set for the common north corner of said Tarver tract and a called 55.13 acres tract conveyed to Ralph Owen and wife, Deborah Owen in Volume 3869, Page 435 (D.R.B.C.T.) bears, **S74°08'06"E**, a distance of 532.24 feet;

**THENCE**, leaving the south line of said Flick tract, with the common line of said Brenek (Called Tract One) and said Tarver tract, **S16°20'34"W**, passing at a distance of 1,038.39 feet, a 1-inch iron rod found for the southwest corner of said Tarver tract, and being in the north line of a 23 foot Access Easement recorded in Volume 3869, Page 435 (D.R.B.C.T.), and continuing for a total distance of **1,049.85** feet to a calculated point in the approximate centerline of a gravel road for the southeast corner hereof;

**THENCE**, with the south line of said Brenek (Called Tract One) and the centerline of said gravel road, **N73°43'53"W**, a distance of **655.51** feet to a calculated point for an angle point hereof;

**THENCE**, with the common line of said Brenek (Called Tract One), and a called 1.119 acres tract of land conveyed to Dawn Loreda and Elizabeth Sargent in Document No. 2022031607 (O.P.R.B.C.T.), the following three (3) courses and distances:

- 1) **N16°11'43"E**, passing at a distance of 11.25 feet is an iron rod with "RPLS 2475" cap found for the southeast corner of said Loreda and Sargent tract, for a total distance of **215.06** feet to a 1/2-inch iron rod found for an angle point hereof,
- 2) **N68°26'35"W**, a distance of **225.21** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point hereof, and
- 3) **S17°06'36"W**, passing at a distance of 224.55 feet, an iron rod with illegible cap found for the southwest corner of said Loreda and Sargent tract, and continuing for a total distance of **236.07** feet to a calculated point in the approximate centerline of a gravel road for an angle point hereof;

**THENCE**, continuing with the south line of said Brenek (Called Tract One), **N73°44'42"W**, a distance of **1,193.07** feet to a calculated point for an angle point hereof;

**THENCE**, with the common line of said Brenek (Called Tract One) and said Everett tract the following two (2) courses and distances:

- 1) **N07°09'44"E**, passing at a distance of 11.62 feet, an iron rod with illegible cap found, being the southeast corner of said Everett tract, for a total distance of **208.77** feet to an iron rod with illegible cap found for an angle point hereof, and
- 2) **N75°25'38"W**, a distance of **238.40** feet to the **POINT OF BEGINNING** and containing 56.0128 Acres (2,439,918 Square Feet) more or less.

**Notes:**

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203); all distances were adjusted to surface using a combined scale factor of 1.000145609313. See attached sketch (reference drawing: 02015\_BRENEK\_TRACT 3\_Rev1.dwg.)



10/24/2025

Paul N. Guerrero, RPLS #5992  
4Ward Land Surveying, LLC

