

ORDINANCE NO. 624

AN ORDINANCE OF THE CITY OF MANOR, TEXAS ANNEXING 42.921 ACRES OF LAND, MORE OR LESS, LOCATED IN TRAVIS COUNTY, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY INTO THE CORPORATE LIMITS OF THE CITY, AT THE REQUEST OF THE PROPERTY OWNER; APPROVING AN AGREEMENT FOR THE PROVISION OF SERVICES FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the City of Manor, Texas, is a home rule municipality authorized by State law to annex territory lying adjacent and contiguous to the City;

WHEREAS, the owners of the property, as hereinafter described, made written request for the City to annex such property in compliance with the *Tex. Loc. Gov't. Code*;

WHEREAS, the property is adjacent and contiguous to the present city limits;

WHEREAS, the City Council heard and has decided to grant the owners' request that the City annex said property;

WHEREAS, a public hearing was conducted prior to consideration of this Ordinance in accordance with §43.0673 of the *Tex. Loc. Gov't. Code*;

WHEREAS, notice of the public hearing was published not more than twenty (20) nor less than ten (10) days prior to the public hearing;

WHEREAS, the City intends to provide services to the property to be annexed according to the agreement for the provision of services attached hereto as Exhibit "B".

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS:

SECTION 1. That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. All portions of the following described properties (hereinafter referred to as the "Annexed Property"), not previously annexed into the City, including the abutting streets, roadways and rights-of-way, are hereby annexed into the corporate limits of the City of Manor:

Being 42.921 acres of a tract of land situated in the Sumner Bacon Survey, Abstract Number 63, in Travis County, Texas, said land being more particularly described as all of a called 25.585 acre tract of land conveyed to Robert and Lindsey Smith in Document No. 2016022747 of the Official Public Records of Travis County, Texas, and the remainder of a called 29.682 acre tract of land conveyed to Robert and Lindsey Smith in Document No. 2016022751 of the Official Public Records of Travis County, Texas, said 42.921 tract of land being more particularly shown and described in the Exhibit "A" attached hereto and incorporated herein for all purposes.

SECTION 3. That the provision of services agreement submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit "B".

SECTION 4. That the future owners and inhabitants of the Annexed Property shall be entitled to all of the rights and privileges of the City as set forth in the provisions of services agreement attached hereto as Exhibit "B", and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

SECTION 5. That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Manor.

SECTION 6. That the Annexed Property shall be temporarily zoned Agricultural District "A" as provided in the City Zoning Ordinance, as amended, until permanent zoning is established therefore.

SECTION 7. That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 8. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

SECTION 9. That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

PASSED AND APPROVED on First Reading this 15th day of September 2021.

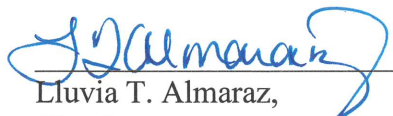
FINALLY PASSED AND APPROVED on this 27th day of October 2021.

THE CITY OF MANOR, TEXAS



Dr. Larry Wallace Jr.,
Mayor

ATTEST:



Luvia T. Almaraz,
City Secretary

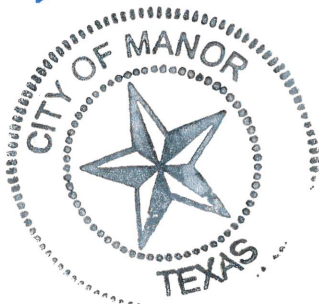


Exhibit "A"

ANNEXED PROPERTY DESCRIPTION

42.921 ACRES
(1,869,634 SQ. FT.)
SUMNER BACON SURVEY, ABSTRACT NO. 63
TRAVIS COUNTY TEXAS
HOLLEY TRACT

FIELD NOTES

BEING ALL OF THAT CERTAIN 42.921 ACRE (1,869,634 SQ. FT.) TRACT OF LAND SITUATED IN THE SUMNER BACON SURVEY, ABSTRACT NUMBER 63, SITUATED IN TRAVIS COUNTY, TEXAS, SAID LAND BEING MORE PARTICULARLY DESCRIBED AS ALL OF A CALLED 25.585 ACRE TRACT OF LAND CONVEYED TO ROBERT AND LINDSEY SMITH IN DOCUMENT NUMBER 2016022747 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND THE REMAINDER OF A CALLED 29.682 ACRE TRACT OF LAND CONVEYED TO ROBERT AND LINDSEY SMITH IN DOCUMENT NUMBER 2016022751 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 42.921 ACRE (1,869,634 SQ. FT.) TRACT OF LAND, BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod found, being in the south right-of-way line of Anderson Road (R.O.W. Varies), also being in the southeast line of a called 40.00 acre tract of land conveyed to Kenneth and Joyce Sprinkles in Volume 8947, Page 802 of the Real Property Records of Travis County, Texas, being also a northwest corner of said 25.585 acre tract for a northwest corner and the **POINT OF BEGINNING** of the herein described tract of land,

THENCE, with the common line of said 25.585 acre tract and said Anderson Road (ROW Varies), the following two (2) courses and distances, numbered 1 and 2

- 1.) N62°25'38"E, a distance of 55.03 feet to a 1/2 inch iron rod found, for corner, and
- 2.) S63°17'54"E, a distance of 5.96' to a 1/2 inch capped iron rod set stamped "CBD SETSTONE", for corner, being the westernmost corner of a called 35.469 acre tract conveyed to Hau Wu and Lanfang Zhang in Document Number 2014104874 of the Official Public Records of Travis County, Texas, from which a 1/2 inch iron rod found bears N27°03'02"E, a distance of 1034.56 feet, being the northernmost corner of said 35.469 acre tract, also being the westernmost corner of a called 12.000 acre tract of land conveyed to Ollmer Orellana in Document Number 2014160204 of the Official Public Records of Travis County, Texas

THENCE, with the common line of said 25.585 acre tract and said 35.469 acre tract the following three (3) courses and distances, numbered 1 through 3,

- 1.) S61°52'16"E, a distance of 742.87 feet to a 1/2 capped inch iron rod found, stamped "BRYAN TECH", for corner,
- 2.) S61°40'48"E, passing at a distance of 33.53 feet and 1.6 feet to the left a 1/2 inch iron rod found, and continuing for a total distance of 285.29 feet to a 1/2 capped inch iron rod found, for corner and
- 3.) S61°37'58"E, passing at a distance of 128.53 feet and 2.3 feet to the right a 1/2 inch iron rod found, and continuing for a total distance of 439.53 feet to a 4" concrete monument found, being the southernmost corner of said 35.469 acre tract, also being the westernmost corner of a called 6.789 acre tract conveyed to Vladimir M. Haviar in Document Number 2009019842 of the Official Public Records of Travis County, Texas,

THENCE, with the common line of said 25.585 acre tract and said 6.789 acre tract, S62°05'57"E, a distance of 162.99 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner, being the easternmost corner of said 25.585 acre tract and being also the northernmost corner of a called 14.044 acres conveyed to Don Bayer and Jimmy Bayer in Document Number 2009122122 of the Official Public Records of Travis County, Texas,

42.921 ACRES
(1,869,634 SQ. FT.)
SUMNER BACON SURVEY, ABSTRACT NO. 63
TRAVIS COUNTY TEXAS
HOLLEY TRACT

THENCE, with the common line of said 25.585 acre tract, said 14.044 acre tract, and a called 19.000 acre tract conveyed to Benny Gundy in Document Number 2009017772, Official Public Records of Travis County, Texas, S51°49'49"W, passing at a distance of 690.10 feet a capped 1/2 inch iron found, being the northernmost corner of said 19.000 acre tract, same being the westernmost corner of said 14.044 acre tract and continuing for a total distance of 828.24 feet to a capped 1/2 inch iron rod found, being a northwest corner of said 19.000 acre tract, same being a northeast corner of a called 12.334 acre tract conveyed to The Layla Trust in Document Number 2020009667 of the Official Public Records of Travis County, Texas, for corner,

THENCE, with the common line of said 25.585 acre tract and said 12.334 acre tract, N60°12'14"W, a distance of 299.26 feet to a capped 1/2 inch iron rod found, stamped "BRYAN TECH", for corner, same being the northernmost corner of said 12.334 acre tract and the westernmost corner of the remainder of said 29.682 acre tract,

THENCE, with the common line of said 12.334 acre tract and the remainder of said 29.682 acre tract, S27°51'07"W, a distance of 734.09 feet to a capped 1/2 inch iron rod found stamped "BRYAN TECH", for the southernmost corner of the herein described tract of land, being the westernmost corner of said 12.334 acre tract, same being the southernmost corner of the remainder of said 29.682 acre tract, and being also in the northeast line of a called 39.135 acre tract (Tract Two) conveyed to Mary Ruth Holley in Document Number 2009125123 of the Official Public Records of Travis County, Texas and described in Volume 4234, Page 732, Deed Records of Travis County, Texas

THENCE, with the common line of said 39.135 acre tract and the remainder of said 29.682 acre tract, N62°13'53"W, a distance of 1005.54 feet to a capped 1/2 inch iron rod found, stamped "BRYAN TECH", for the westernmost corner of the herein described tract of land, same being the northernmost corner of said 39.125 acre tract, same being the southernmost corner of the remainder of said 29.682 acre tract, and being also in the southeast line of a said 40.00 acre tract,

THENCE, with the common line of said 40.00 acre tract and the remainder of said 29.682 acre tract, N26°47'53"E, passing at a distance of 765.16 feet a capped 1/2 inch iron rod found, stamped "BRYAN TECH", also passing at a distance of 926.85 feet and 0.32 feet to the right of a capped 1/2 inch iron rod found, stamped "BRUSSEL", and continuing for a total distance of 1446.99 feet to the **POINT OF BEGINNING** and containing 42.921 acres (1,869,634 SQ. FT.) of land.

Surveyed by:



7/27/2021

AARON V. THOMASON, R.P.L.S. NO. 6214

Carlson, Brigrance and Doering, Inc.

REG. #100248900

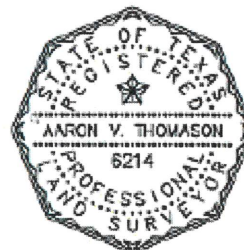
5501 West William Cannon

Austin, TX 78749

Ph: 512-280-5160

Fax: 512-280-5165

aaron@cbdeng.com



BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203)

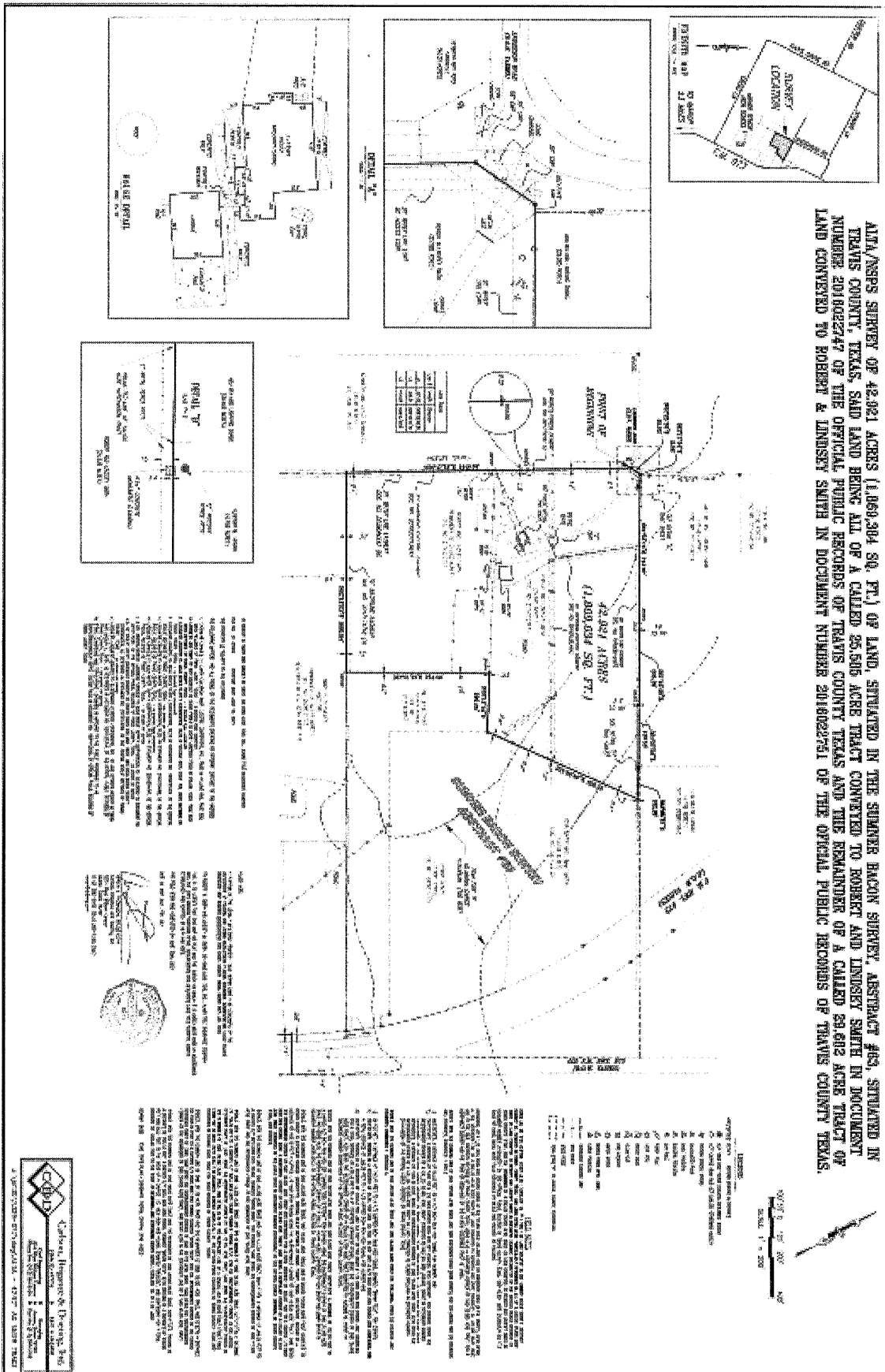


Exhibit "B"

**AGREEMENT REGARDING POST-ANNEXATION PROVISION OF SERVICES
FOR PROPERTY TO BE ANNEXED INTO THE CITY OF MANOR**

[Insert executed Agreement]

**AGREEMENT REGARDING POST-ANNEXATION PROVISION OF SERVICES
FOR PROPERTY TO BE ANNEXED INTO THE CITY OF MANOR**

This Agreement Regarding Post-Annexation Provision of Services for Property to be Annexed into the City of Manor (the "Agreement") is entered into by and between the City of Manor, Texas, a municipal corporation ("City"), and Robert M. Smith and Lindsey C. Smith, (collectively, "Landowner"), both of which may be referred to herein singularly as "Party" or collectively as the "Parties."

RECITALS

WHEREAS, upon the request of the Landowner, the City intends to institute annexation proceedings for an area of land described more fully hereinafter and attached hereto (the "subject property");

WHEREAS, Section 43.0672, Loc. Gov't. Code, requires the Parties to enter into a written agreement identifying a list of public services to be provided to the subject property and a schedule for the provision of those services that are not otherwise provided on the effective date of the annexation;

WHEREAS, this Agreement is being entered into by and between the Parties to comply with Texas Local Government Code, Chapter 43, Sub-Chapter C-3, Section 43.0672, prior to the City's consideration of an ordinance annexing the subject property, it being understood, acknowledged and agreed by the Parties that annexation of the subject property is a condition precedent to this Agreement becoming effective;

WHEREAS, this Agreement shall be deemed effective on the effective date of an ordinance approved by the City annexing the subject property (the "Effective Date").

WHEREAS, the subject property is not included in the municipal annexation plan and is exempt from the requirements thereof;

WHEREAS, infrastructure provided for herein and that existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapter 43, Loc. Gov't. Code*, to annex the subject property into the City;

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

The following services and schedule represent the provision of services agreed to between the Landowner of the subject property and the City establishing a program under which the City will

provide municipal services to the subject property, as required by section 43.0672 of the Texas Local Government Code. The services detailed herein will be provided at a level consistent with service levels provided to other similarly situated areas within the City.

The following services will be provided for the subject property on the Effective Date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Agreement, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City. Upon annexation, police protection will be provided to the subject property at a level consistent with the service to other areas of the City with similar population density and characteristics. The City's police services include neighborhood patrols, criminal investigations, crime prevention, community services and school programs.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by agreement between the City and the ESD's present personnel and equipment of the ESD fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present contract personnel and equipment of the ESD.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City. The City provides residential solid waste collection services within the City limits for a fee under a contract between the City and private refuse collection operator. The residential solid waste collection services include garbage collection, recycling, bulky item collection and yard waste collection. Commercial solid waste collection services are also available. This service will be provided for a fee to any person within the subject property requesting the service after the Effective Date of annexation, provided that a privately owned solid waste management service provider is unavailable. If the subject property is already receiving service, the City may not prohibit solid waste collection by the privately owned solid waste management service provider, nor may the City offer solid waste collection services for a period of two (2) years following the Effective Date of the annexation unless a privately owned solid waste management service provider is or becomes unavailable, as established by Texas Local Government Code section 43.0661. If a landowner uses the services of a privately owned solid waste management service provider or services are available from a privately owned solid waste management service provider during the two (2) years following annexation, the City will not provide solid waste collection services to that landowner.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of City-owned parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities. Municipal Court and General Administration services will also be available to property owners and residents in the subject property on the same basis those facilities are available to current City property owners and residents.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "Agricultural District "A"" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowner(s) or authorized city staff. The City will impose and enforce its adopted ordinances, including but not limited to, zoning, subdivision development, site development and building code regulations within the subject property upon the Effective Date of the annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the subject property will be reviewed for compliance with City standards.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided herein:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject properties' owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances. Upon acceptance of the water lines within the subject properties and any off-site improvements, water service will be provided by the City

utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject properties' owner requests and is able to connect to the City's water utility system.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a wastewater CCN for the subject properties, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject properties' owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject properties as required in City ordinances. Upon acceptance of the wastewater lines within the subject properties and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(i) Provide maintenance services on existing public streets within the subject property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

(A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

(B) Routine maintenance as presently performed by the City.

(ii) The City will maintain existing public streets within the subject property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the subject property, as follows:

(A) As provided in C(i)(A)&(B) above;

(B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

(D) Installation and maintenance of street lighting in accordance with established policies of the City;

(iii) The outer boundaries of the subject property abut existing roadways. The Landowner agrees that no improvements are required on such roadways to service the subject property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property the same as similarly situated properties. When deemed necessary, capital improvement acquisition or construction will occur in accordance with applicable ordinances and regulations and the adopted capital improvement plans of the City, as applicable and amended, which are incorporated herein by reference.

(4) **Term.** If not previously expired, this agreement expires at the end of ten (10) years. It is the intent of the Parties that the Parties enter into a Development Agreement addressing development rights, entitlements, planned land uses and permitted intensity of development of the property, including the obligations and duties of the Parties. In the event that Development Agreement is not entered into by the Parties, then the Owner can request, and City will, disannex the property. Owner agrees not to request any taxes that may be paid to the City during the period the property is in the City. No monies will be paid by the City whatsoever to developer in relation to

annexation/disannexation. Disannexation is the sole remedy. Owner must request disannexation by November 30, 2021. The ability to request disannexation expires upon the earlier to occur: (1) November 30, 2021; or (2) date Parties enter into the Development Agreement.

(5) **Property Description.** The legal description of the subject property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Agreement is attached.

(6) **Binding Effect/Authority.** This Agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns. Each Party further warrants that each signatory to this Agreement is legally authorized to bind the respective individual or entity for the purposes established herein.

(7) **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 for any dispute shall lie exclusively in Travis County, Texas.

(8) **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

(9) **Legal Construction.** If any provision in this Agreement is for any reason found to be 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. 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.

(10) **Entire Agreement.** This Agreement contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed and cannot be varied except by written agreement of the Parties. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the Party to be charged.

[signature pages follow]

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[signature pages follow]

EXECUTED and AGREED to by the Parties this the 27th day of October, 20 21.

ATTEST:

THE CITY OF MANOR, TEXAS

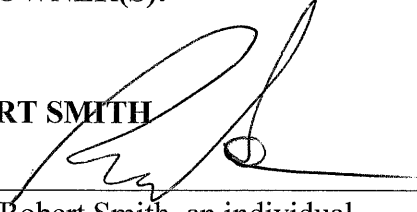
L. Almaraz
Lluvia T. Almaraz, City Secretary

Dr. Larry Wallace, Jr.
Dr. Larry Wallace, Jr., Mayor



LANDOWNER(S):

ROBERT SMITH

By: 
Robert Smith, an individual

Date: 10/27/2021

LINDSEY SMITH

By: Lindsey Smith
Lindsey Smith, an individual

Date: 10/27/21

KB HOME LONE STAR INC,
a Texas corporation

By: _____

Name (print): _____

Title: _____

Date: _____

LANDOWNER(S):

ROBERT SMITH

By: _____
Robert Smith, an individual


Date: _____

LINDSEY SMITH

By: _____
Lindsey Smith, an individual

Date: _____

KB HOME LONE STAR INC,
a Texas corporation

By: _____


Name (print): STEVE STILL

Title: SLP

Date: 10/27/21

Subject Property Description

FIELD NOTES

BEING ALL OF THAT CERTAIN 42.921 ACRE (1,869,634 SQ. FT.) TRACT OF LAND SITUATED IN THE SUMNER BACON SURVEY, ABSTRACT NUMBER 63, SITUATED IN TRAVIS COUNTY, TEXAS, SAID LAND BEING MORE PARTICULARLY DESCRIBED AS ALL OF A CALLED 25.585 ACRE TRACT OF LAND CONVEYED TO ROBERT AND LINDSEY SMITH IN DOCUMENT NUMBER 2016022747 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND THE REMAINDER OF A CALLED 29.682 ACRE TRACT OF LAND CONVEYED TO ROBERT AND LINDSEY SMITH IN DOCUMENT NUMBER 2016022751 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 42.921 ACRE (1,869,634 SQ. FT.) TRACT OF LAND, BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod found, being in the south right-of-way line of Anderson Road (R.O.W. Varies), also being in the southeast line of a called 40.00 acre tract of land conveyed to Kenneth and Joyce Sprinkles in Volume 8947, Page 802 of the Real Property Records of Travis County, Texas, being also a northwest corner of said 25.585 acre tract for a northwest corner and the **POINT OF BEGINNING** of the herein described tract of land,

THENCE, with the common line of said 25.585 acre tract and said Anderson Road (ROW Varies), the following two (2) courses and distances, numbered 1 and 2

- 1.) N62°25'38"E, a distance of 55.03 feet to a 1/2 inch iron rod found, for corner, and
- 2.) S63°17'54"E, a distance of 5.96' to a 1/2 inch capped iron rod set stamped "CBD SETSTONE", for corner, being the westernmost corner of a called 35.469 acre tract conveyed to Hau Wu and Lanfang Zhang in Document Number 2014104874 of the Official Public Records of Travis County, Texas, from which a 1/2 inch iron rod found bears N27°03'02"E, a distance of 1034.56 feet, being the northernmost corner of said 35.469 acre tract, also being the westernmost corner of a called 12.000 acre tract of land conveyed to Olmer Orellana in Document Number 2014160204 of the Official Public Records of Travis County, Texas

THENCE, with the common line of said 25.585 acre tract and said 35.469 acre tract the following three (3) courses and distances, numbered 1 through 3,

- 1.) S61°52'16"E, a distance of 742.87 feet to a 1/2 capped inch iron rod found, stamped "BRYAN TECH", for corner,
- 2.) S61°40'48"E, passing at a distance of 33.53 feet and 1.6 feet to the left a 1/2 inch iron rod found, and continuing for a total distance of 285.29 feet to a 1/2 capped inch iron rod found, for corner and
- 3.) S61°37'58"E, passing at a distance of 128.53 feet and 2.3 feet to the right a 1/2 inch iron rod found, and continuing for a total distance of 439.53 feet to a 4" concrete monument found, being the southernmost corner of said 35.469 acre tract, also being the westernmost corner of a called 6.789 acre tract conveyed to Vladimir M. Haviar in Document Number 2009019842 of the Official Public Records of Travis County, Texas,

THENCE, with the common line of said 25.585 acre tract and said 6.789 acre tract, S62°05'57"E, a distance of 162.99 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner, being the easternmost corner of said 25.585 acre tract and being also the northernmost corner of a called 14.044 acres conveyed to Don Bayer and Jimmy Bayer in Document Number 2009122122 of the Official Public Records of Travis County, Texas,

42.921 ACRES
(1,869,634 SQ. FT.)
SUMNER BACON SURVEY, ABSTRACT NO. 63
TRAVIS COUNTY TEXAS
HOLLEY TRACT

THENCE, with the common line of said 25.585 acre tract, said 14.044 acre tract, and a called 19.000 acre tract conveyed to Benny Gundy in Document Number 2009017772, Official Public Records of Travis County, Texas, S51°49'49"W, passing at a distance of 690.10 feet a capped 1/2 inch iron found, being the northernmost corner of said 19.000 acre tract, same being the westernmost corner of said 14.044 acre tract and continuing for a total distance of 828.24 feet to a capped 1/2 inch iron rod found, being a northwest corner of said 19.000 acre tract, same being a northeast corner of a called 12.334 acre tract conveyed to The Layla Trust in Document Number 2020009667 of the Official Public Records of Travis County, Texas, for corner,

THENCE, with the common line of said 25.585 acre tract and said 12.334 acre tract, N60°12'14"W, a distance of 299.26 feet to a capped 1/2 inch iron rod found, stamped "BRYAN TECH", for corner, same being the northernmost corner of said 12.334 acre tract and the westernmost corner of the remainder of said 29.682 acre tract,

THENCE, with the common line of said 12.334 acre tract and the remainder of said 29.682 acre tract, S27°51'07"W, a distance of 734.09 feet to a capped 1/2 inch iron rod found stamped "BRYAN TECH", for the southernmost corner of the herein described tract of land, being the westernmost corner of said 12.334 acre tract, same being the southernmost corner of the remainder of said 29.682 acre tract, and being also in the northeast line of a called 39.135 acre tract (Tract Two) conveyed to Mary Ruth Holley in Document Number 2009125123 of the Official Public Records of Travis County, Texas and described in Volume 4234, Page 732, Deed Records of Travis County, Texas

THENCE, with the common line of said 39.135 acre tract and the remainder of said 29.682 acre tract, N62°13'53"W, a distance of 1005.54 feet to a capped 1/2 inch iron rod found, stamped "BRYAN TECH", for the westernmost corner of the herein described tract of land, same being the northernmost corner of said 39.125 acre tract, same being the southernmost corner of the remainder of said 29.682 acre tract, and being also in the southeast line of a said 40.00 acre tract,

THENCE, with the common line of said 40.00 acre tract and the remainder of said 29.682 acre tract, N26°47'53"E, passing at a distance of 765.16 feet a capped 1/2 inch iron rod found, stamped "BRYAN TECH", also passing at a distance of 926.85 feet and 0.32 feet to the right of a capped 1/2 inch iron rod found, stamped "BRUSSEL", and continuing for a total distance of 1446.99 feet to the **POINT OF BEGINNING** and containing 42.921 acres (1,869,634 SQ. FT.) of land.

Surveyed by:



7/27/2021

AARON V. THOMASON, R.P.L.S. NO. 6214

Carlson, Brigrance and Doering, Inc.

REG. #100248900

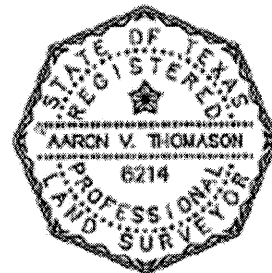
5501 West William Cannon

Austin, TX 78749

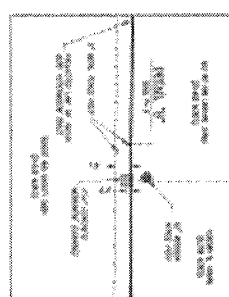
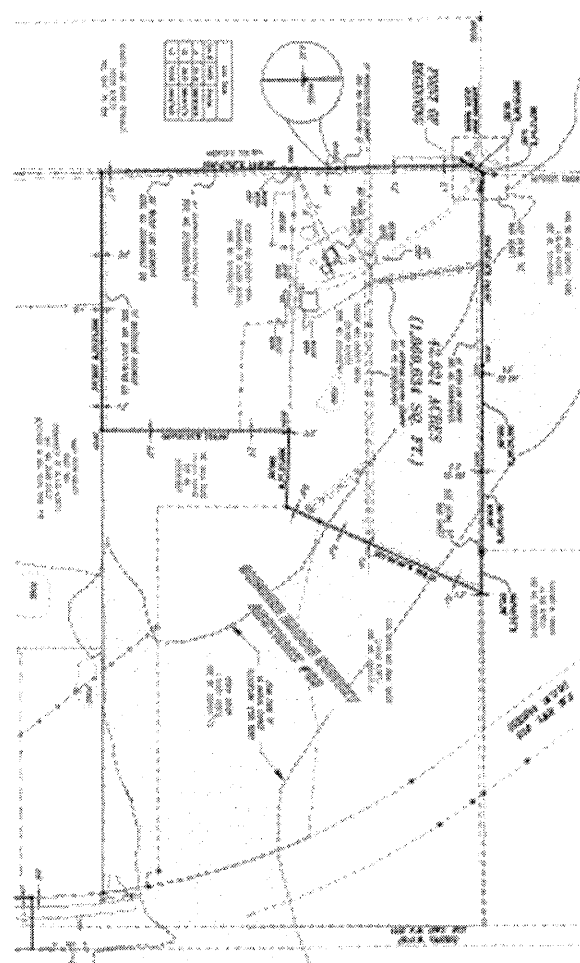
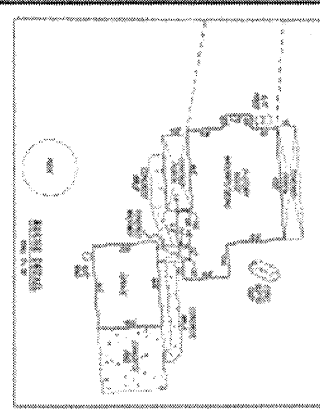
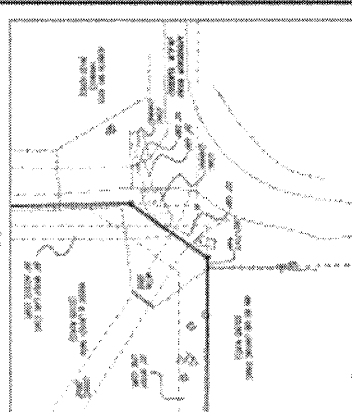
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BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203)



的。因此，在研究过程中，我们首先对“中国”和“美国”进行了界定。在“中国”方面，我们首先界定了“中国”的地理范围，即中国大陆、香港、澳门和台湾。其次，我们界定了“中国”的政治范围，即中华人民共和国政府、香港特别行政区政府、澳门特别行政区政府和台湾当局。在“美国”方面，我们首先界定了“美国”的地理范围，即美国本土、阿拉斯加和夏威夷。其次，我们界定了“美国”的政治范围，即美国政府、美国各州政府和美国各地方政府。最后，我们界定了“中国”和“美国”的贸易关系，即中国和美国之间的货物贸易、服务贸易和资本贸易。

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