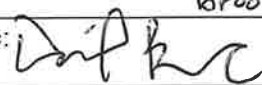


THE CITY OF
BURLESON
TEXAS

Release from Extraterritorial Jurisdiction (ETJ) Petition

The required fee is \$200

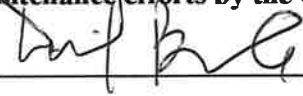
APPLICANT / OWNER

Applicant or Authorized Agent	Owner
Name:	Name: David Brooks
Company::	Company: Brooks Development
Address::	Address:: 6260 Conveyer Dr Cleburne TX 76031
Telephone:	Telephone: 817 683 6304
Email:	Email: brooks.davidg@gmail.com
Signature:	Signature: 

SITE INFORMATION

Number of properties within the area to be released:	1
General location or address of area to be released:	
Total Acres to be released:	2.4026 Acres
County of Request	Johnson

REQUIRED ITEMS FOR PETITION
(Applicant must initial next to each item)

	Completed Application
	Exact Property description in the form of: 1) Metes and Bounds, or 2) Identification of the property (Lot and Block) on a Recorded Plat
	Signed "Release from ETJ Petition" (see next page) 50% of all owners within the area to be released must provide a NOTARIZED signature
	If property is owned by an entity, estate, trust, etc. – provide proof of authority to sign on behalf of the entity, estate, trust, etc.
	If current ownership differs from data available on the Appraisal District website provide deed(s) as proof of ownership
	Owner of the property acknowledges that with the submittal of this petition, that they may no longer assume they will have the ability to receive City of Burleson utility or emergency services for the property being removed for the extraterritorial jurisdiction (ETJ) of the City of Burleson. This petition may also trigger CCN discountenance efforts by the City of Burleson.
	Owners signature required: 

CITY OF BURLESON RELEASE FROM ETJ PETITION

By signing this petition, I hereby request to be removed from the City of Burleson Extraterritorial Jurisdiction (ETJ). I hereby affirm that I am the legal owner of the property identified below (attach additional pages as required).

Tax ID # and Physical Address	Property Owners Signature	Notary
Brooks Development 9204 CR 523 Burleson TX 76028 459 731741		State of <u>Texas</u> County of <u>Johnson</u> The instrument was signed or acknowledged before me on <u>June 3, 2024</u> By <u>David Brooks</u> Print name of signer(s)  <u>Megan Thonsgard</u> Notary Signature
		State of _____ County of _____ The instrument was signed or acknowledged before me on _____ By _____ Print name of signer(s) _____ Notary Signature

SPECIAL WARRANTY DEED

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

Date: December 30, 2021

Grantor: Mueller Dan, LLC

Grantor's Mailing Address:

2303 Roosevelt Dr.
Suite B
Arlington, TX 76016

Grantee: Brooks Development, LLC

Grantee's Mailing Address:

9204 CR 523
Burleson, TX 76028

Consideration: TEN AND NO/100 ----- (\$10.00) ----- DOLLARS;

And other good and valuable considerations in hand paid by the GRANTEE herein named, the receipt of which is hereby acknowledged --- ALL CASH;

Property (including any improvements):

All of that certain tract lot or parcel of land, a part of the H.R. McLure Survey A-344, Johnson County, Texas, and also being part of that certain called 9.3277 acre tract of land that is described in an Instrument Dated 12-01-2021 from Roxe, LLC to Mueller Dan, LLC that is recorded in 45331 of the Deed Records of Johnson County, Texas, and being more completely described as follows to wit;

METES AND BOUNDS DESCRIPTION

Beginning at a ½ Inch Iron Rod found for corner at the N.W.C. of said tract and the N.E.C. of that certain tract to Goodspeed (Vol 1854 Pg 983) and in the S.B.L. of F.M.# 917;

Thence North 57 Degrees 56 Minutes 59 Seconds East, along the N.B.L. of said tract and the S.B.L. of said F.M. 917 for a distance of 180.00 feet to a ½ Inch Iron Rod set for corner at the N.W.C. of a called 6.9251 acres (F.N. dated October 21, 2021 by R.P.L.S. No 5669);

Thence South 30 Degrees 32 Minutes 32 Seconds East, across said tract and along the W.B.L. of said called 6.9251 acres for a distance of 608.13 feet to a ½ Inch Iron Rod set for corner in the S.B.L. of said tract;

Thence South 74 Degrees 28 Minutes 35 Seconds West, along the S.B.L. of said tract and

Special Warranty Deed



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APRIL LONG
JOHNSON COUNTY CLERK
PAGE 1 OF 5

the N.B.L. of said Goodspeed tract for a distance of 186.30 feet to a 5/8 Inch Iron Rod found for corner at the S.W.C. of said tract;

Thence North 30 Degrees 32 Minutes 32 Seconds West, along the W.B.L. of said tract and the E.B.L. of said Goodspeed tract for a distance of 555.12 feet to the place of beginning containing 2.4026 acres.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters arising from and existing by reason of the County, water improvement or other applicable governmental district, agency, authority where the Property is located; and taxes for the current year, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THOSE CONTAINED IN THE PURCHASE CONTRACT, THIS DEED, AND THE OTHER CLOSING DOCUMENTS. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION OF THE REPRESENTATIONS AND WARRANTIES EXPRESSLY CONTAINED IN THE PURCHASE CONTRACT, THIS DEED, AND THE OTHER CLOSING DOCUMENTS.

GRANTOR, for and in the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, GRANTS, SELLS, and CONVEYS to GRANTEE the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to GRANTEE and GRANTEE'S heirs, executors, administrators, successors, and assigns forever. GRANTOR binds GRANTOR and GRANTOR'S heirs, successors, and administrators to warrant and forever defend all and singular the Property to GRANTEE and GRANTEE'S heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, BY, THROUGH OR UNDER GRANTOR, BUT NOT OTHERWISE.

GRANTEE, by acceptance of this Special Warranty Deed, acknowledges that the conveyance was made without benefit of title insurance, and that the attorney preparing this instrument has not investigated the title to this property and has made no representations as to title.

When the context requires, singular nouns and pronouns include the plural.

Special Warranty Deed



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JOHNSON COUNTY CLERK
PAGE 2 OF 5

Grantee accepts the foregoing deed and consents to its form and substance. Grantee acknowledges that the terms of the deed conform with Grantee's intent and that they will control in the event of any conflict with the contract Grantee signed regarding the Property described in the deed. Grantee agrees to the obligations imposed on Grantee by the terms of the deed.

GRANTEE:



Brooks Development, LLC, Managing Member

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF JOHNSON)

This instrument was acknowledged before me on this 30 day of December 2021 by David Brooks, in his capacity set forth above.



Notary Public, State of Texas

My Commission Expires: 2/18/23

AFTER RECORDING RETURN TO:

Clay Wood
2303 Roosevelt Dr.
Suite B
Arlington, TX 76016

PREPARED IN THE OFFICE OF:

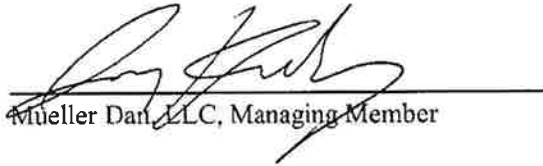
The Law Office of Marshall Neal Bridges
836 E. Renfro St. #235
Burleson, Texas 76028
(P) 682-312-0576
(F) 682-224-5356

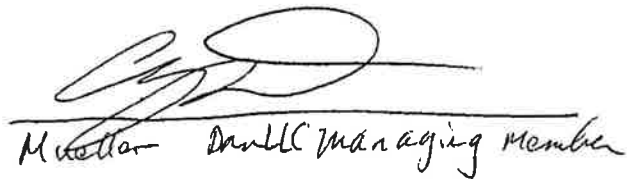
Special Warranty Deed



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PAGE 3 OF 5

GRANTOR:

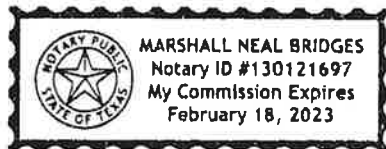

Mueller Dan, LLC, Managing Member


Mueller Dan, LLC Managing Member

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF JOHNSON)

This instrument was acknowledged before me on this 30 day of December, 2021 by Clay Wood, in his capacity set forth above.




Notary Public, State of Texas

My Commission Expires: 2/18/23

Special Warranty Deed





VG-137-2022-2543

Johnson County
Becky Ivey
Johnson County Clerk

Instrument Number: 2543

Real Property Recordings

Recorded On: January 21, 2022 01:41 PM

Number of Pages: 5

" Examined and Charged as Follows: "

Total Recording: \$38.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2543
Receipt Number: 20220121000139
Recorded Date/Time: January 21, 2022 01:41 PM
User: Michelle D
Station: CCL42

Record and Return To:
MARSHALL NEAL BRIDGES
232 CROSS CREEK COURT
ENV
BURLESON TX 76028



STATE OF TEXAS

Johnson County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Johnson County, Texas

Becky Ivey
Johnson County Clerk
Johnson County, TX

Becky



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APRIL LONG
JOHNSON COUNTY CLERK
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