INTERLOCAL AGREEMENT FOR JCSUD AND THE CITY OF BURLESON REGARDING PLACEMENT OF JCSUD'S WATER LINE FACILITIES WITHIN THE CITY OF BURLESON'S RIGHT OF WAY SW ALSBURY BOULEVARD

This Interlocal Agreement for placement of JCSUD's Water Line Facilities within the City of Burleson's right-of-way ("Agreement") is entered by and between Johnson County Special Utility District ("JCSUD") and the City of Burleson, Texas ("Burleson"), to be effective as of the last date of execution by JCSUD and Burleson (the "Effective Date"). JCSUD and Burleson may be referred to herein individually as a "Party" or collectively as the "Parties."

WHEREAS, JCSUD is a conservation and reclamation district created pursuant to Section 59, Article XVI of the Texas Constitution and operating under Chapters 49 and 65 of the Texas Water Code;

WHEREAS, Burleson is a home-rule city acting under its charter adopted pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code;

WHEREAS, JCSUD currently owns, operates, and maintains certain water utility lines and facilities within the Right of Way of SW Alsbury Boulevard, currently located in Johnson County, Texas, as more particularly described and illustrated in the map attached as Exhibit "A", attached hereto and incorporated herein by reference for all purposes (the "Legal Description");

WHEREAS, the current location of the water utility lines and facilities belonging to JCSUD within the Right of Way of SW Alsbury Boulevard is highlighted in blue on the Map attached as Exhibit "B" (the "Current Facilities");

WHEREAS, Burleson needs to adjust, remove, and/or relocate the Current Facilities to Burleson's jurisdictional right-of-way within SW Alsbury Boulevard as illustrated in blue and otherwise identified on the Map (the "Initial Relocation Project");

WHEREAS, JCSUD is willing to permit the placement of its facilities within the right-ofway necessary for the Project according to the terms and conditions set forth herein;

WHEREAS, if Burleson determines from time to time that it is necessary to make certain improvements in their jurisdictional right-of-way which would require the Initial Relocation Project water utility lines and facilities belonging to JCSUD to be further adjusted, removed, and/or relocated ("Possible Future Adjustments"), the Parties shall work in good faith to make such necessary future adjustments, and Burleson shall be responsible for any future costs associated with the Possible Future Adjustments, including, but not limited to, engineering costs, easement acquisition costs, construction costs, and inspection costs;

WHEREAS, the Parties agree that JCSUD is willing to be responsible for any future cost related to the maintenance and repair of the JCSUD distribution lines and related facilities in the Current Facilities, Initial Relocation Project, and/or Possible Future Adjustment, and the Parties agree that the responsibility for the construction of such maintenance shall be as provided in this Agreement;

WHEREAS, the Parties agree that they will work in good faith to ensure the Initial Relocation Project, Possible Future Adjustments, and any future maintenance of the of the same do not unreasonably impact the maintenance and operation of JCSUD's water line facilities;

WHEREAS, JCSUD requested that Burleson upsize the size of the water utility line in the Current Facilities during the Initial Relocation Project from an 8-inch water utility line to a 12-inch water utility line (the "Upsized Water Utility Line");

WHEREAS, JCSUD desires to reimburse Burleson for the cost of increasing the size of the water utility line;

WHEREAS, each Party has sufficient funds available from current revenues to perform the functions contemplated by this Agreement;

WHEREAS, each Party finds and agrees that any payment set forth herein fairly compenstates the performing party for the services or functions performed under this Agreement;

NOW THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration the receipt and sufficiency of which being hereby acknowledged, the Parties agree as follows:

I. INITIAL RELOCATION PROJECT AND POSSIBLE FUTURE ADJUSTMENTS

- 1. <u>Initial Relocation Project Authorized</u>. The Parties hereby agree that Burleson may adjust, remove, and/or relocate the Current Facilities to Burleson's jurisdictional right-of-way shown in blue and otherwise identified in the Map pursuant to the Initial Relocation Project. The Parties agree that the facilities subject to relocation will be mutually agreed upon.
- 2. Responsibility for Construction of the Initial Relocation Project. The Parties agree that Burleson shall be responsible for conducting necessary engineering, and/or surveying of the area to which the facilities will be relocated, acquiring easements for the Initial Relocation Project, and all construction associated with the Initial Relocation Project. The Parties agree that JCSUD shall review and approve the construction plans and provide inspection during construction, and JCSUD shall not unreasonably withhold its approval. JCSUD agrees that Burleson may assign and/or subcontract the Initial Relocation Project work to any contractor, including to the general contractor selected by Burleson to undertake all or part of the Initial Relocation Project.
- 3. <u>Construction of the Initial Relocation Project.</u> After the Effective Date, JCSUD agrees to provide written notice authorizing Burleson to begin performing work of the Initial Relocation Project. Burleson agrees to perform such work in a reasonable time frame, however, all parties shall recognize events outside of Burleson's control may cause construction delays, including but not limited to a strike, war, or act of war (whether an actual declaration of war is made or not), insurrection, riot, the act of a public enemy, accident, fire, flood, adverse weather, or other act of God, sabotage, interference by JCSUD, or any third party with Burleson's ability to proceed with Initial Relocation Project, or any other event in which Burleson has exercised all due care in the

prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of Burleson. Once all inspections have been performed by JCSUD and the facilities found to be in conformance with the construction plans, JCSUD shall provide a letter of final acceptance. A two-year maintenance bond shall be provided by the contractor for any water line relocations associated with the Initial Relocation Project. Burleson agrees to work with JCSUD in any correspondence with the contractor if there are deficiencies identified within the two-year maintenance period.

- 3.1. <u>Upsized Water Utility Line</u>. As part of the Initial Relocation Project, Burleson will increase the size of the water utility line in the Current Facilities from an 8-inch water utility line to a 12-inch water utility line.
- 3.2. Reimbursement of Cost Increase of Upsized Water Utility Line. Upon JCSUD's issuance of a letter of final acceptance for the Initial Relocation Project, Burleson will make application for reimbursement to JCSUD for the cost to increase the size to the Upsized Water Utility Line in the amount of Sixty Thousand Six Hundred and Twenty Dollars (\$60,620.00). The application for reimbursement submitted by Burleson will include any applicable invoices describing the cost of upsizing. JCSUD agrees to reimburse Burleson in full within thirty (30) days after receipt of Burleson's reimbursement application.
- 4. <u>Possible Future Adjustments</u>. If Burleson determines from time to time that it is necessary to make certain improvements in their jurisdictional right-of-way which would require the Initial Relocation Project water utility lines and facilities belonging to JCSUD to be further adjusted, removed, and/or relocated, the Parties shall work in good faith to make such necessary future adjustments, and Burleson shall be responsible for construction cost associated with the Possible Future Adjustments, including, but not limited to, engineering costs, easement acquisition costs, construction costs, and inspection costs.
- 5. Responsibility for Construction of Possible Future Adjustments. If Possible Future Adjustments are required, the Parties agree that Burleson shall be responsible for conducting necessary engineering, and/or surveying of the area to which the facilities will be relocated, acquiring easements for the Possible Future Adjustments, and all construction associated with the Possible Future Adjustments. The Parties agree that JCSUD shall review and approve the construction plans and provide inspection during construction, and JCSUD shall not unreasonably withhold its approval. JCSUD agrees that Burleson may assign and/or subcontract the Possible Future Adjustments work to a contractor.
- 6. <u>Construction of the Possible Future Adjustments</u>. If Possible Future Adjustments are required, Burleson agrees to perform such work, if any, in a reasonable time frame, however, all parties shall recognize events outside of Burleson's control may cause construction delays, including but not limited to a strike, war, or act of war (whether an actual declaration of war is made or not), insurrection, riot, the act of a public enemy, accident, fire, flood, adverse weather, or other act of God, sabotage, interference by JCSUD, or any third party with Burleson's ability to proceed with Possible Future Adjustments, or any other event in which Burleson has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of Burleson. Once all inspections have been performed by JCSUD

and the facilities found to be in conformance with the construction plans, JCSUD shall provide a letter of final acceptance. A two-year maintenance bond shall be provided by the contractor for any water line relocations associated with the Possible Future Adjustments. Burleson agrees to work with JCSUD in any correspondence with the contractor if there are deficiencies identified within the two-year maintenance period.

II. MAINTENANCE

- 1. Responsibility for Construction for Maintenance and Repairs. The Parties agree that JCSUD shall be the entity of record to repair its distribution lines and related facilities in the Project as needed to maintain normal operations ("Waterline Maintenance"). JCSUD will be responsible for excavation and backfill associated with maintenance of the Project water line facilities ("Inground Maintenance"). Burleson shall be responsible for the restoration of the grass, sidewalk, curbing, and pavement if removed as a result of maintenance to distribution lines and related facilities in the Project by JCSUD ("Surface Restoration"). JCSUD and Burleson will work together cooperatively to coordinate the construction, repairs, and restoration of all items associated with Waterline Maintenance, Inground Maintenance, and Surface Restoration.
- 2. Responsibility for Costs of Construction for Maintenance and Repairs. JCSUD shall be solely responsible for all costs related to Waterline Maintenance, and Inground Maintenance-JCSUD shall be directly responsible for and pay all costs associated with Waterline Maintenance and Inground Maintenance. Burleson will advance and pay the costs, if any, associated with Surface Restoration, subject to its right of reimbursement from JCSUD as provided below.
- 3. <u>Right of Reimbursement.</u> Upon Burleson's completion of Surface Restoration construction, Burleson will make application for reimbursement to JCSUD. Each application for reimbursement submitted by Burleson will clearly describe the work or services done for which reimbursement is sought and include any applicable invoices. JCSUD agrees to reimburse Burleson in full within thirty (30) days after receipt of Burleson's reimbursement application. The Parties agree that Burleson's reasonable in-house costs directly related to Surface Restoration, such as employee time, materials, and equipment costs, are valid costs that are eligible for reimbursement.

III. TERMINATION

Termination shall be by mutual consent of both parties. All payment provisions in Section II of this Agreement shall survive any termination of this Agreement and shall be binding on the Parties and their successors and assigns.

IV. MISCELLANEOUS

1. <u>Notices</u>. Notices shall be in writing and delivered personally, or mailed by registered mail or certified mail, return receipt requested, postage prepaid, or transmitted by facsimile transmission (receipt of such transmission to be acknowledged by the recipient) to the Parties at their respective addresses shown below:

Johnson County Special Utility District

Attn: General Manager

P.O. Box 1390 Joshua, TX 76058 T: (817) 760-5200 F: (817) 760-5238

City of Burleson Attn: City Manager 141 W. Renfro St. Burleson, TX 76028 T: (817) 426-9600 F: (817) 426-9376

- 2. <u>Compliance with Applicable Laws</u>. The Parties agree that they will comply with all federal and state laws, rules, and regulations applicable to construction associated with the.
- Disclaimer of Liability. TO THE EXTENT ALLOWED BY LAW, EACH 3. PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION PERFORMING THIS AGREEMENT. WITH NOTWITHSTANDING ANYTHING TO THE CONTRARY, THIS SECTION IV.3. SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT AND SHALL BE BINDING ON THE PARTIES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.
- 4. <u>Governing Laws</u>. This Agreement shall be governed by and construed and enforced under the laws of the State of Texas.
- 5. <u>Venue</u>. The obligations and undertakings of each of the Parties to this Agreement shall be performed in Johnson County, Texas. The parties expressly agree that all judicial proceedings to enforce any of the provisions of this Agreement shall take place in Johnson County, Texas.
- 6. <u>Third Party Beneficiaries</u>. The Parties agree that there are no third party beneficiaries to this Agreement.

- 7. <u>Attorneys' Fees</u>. Except as provided in Section II of this Agreement, each Party shall bear its own attorneys' fees and costs related to this Agreement.
- 8. <u>Entire Agreement</u>. This Agreement contains the entire agreement of the Parties with respect to the subject matter of the Agreement. No agreement, statement, or promise made by any Party or to any employee, agent, or officer of any Party that is not contained in this Agreement shall be valid, binding, or of any force or effect.
- 9. <u>Exhibits</u>. All Exhibits hereto are incorporated as if set forth in their entirety in this Agreement. Exhibit A is a preliminary plat and will be replaced with the final plat once approved by the City and filed for record at the County Clerk's office. Exhibit B (Detailed Current Water Facilities Layout) is a preliminary water facilities layout and will be replace with the final layout once construction has been completed and accepted by JCSUD.
- 10. <u>Amendment.</u> Any amendments to this Agreement must be in writing and signed by all the Parties. However, the City Manager and the District General Manager may substitute the final, asbuilt exhibits upon completion of Cosntruction without amending this Agreement.
- 11. <u>Successors and Assigns</u>. This Agreement shall be binding upon the parties hereto and their respective successors, heirs, representatives, and assigns. Notwithstanding the foregoing, no Party to this Agreement may assign their rights or obligations under this Agreement without the written consent of the other Parties.
- 12. <u>Construction</u>. This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against either Party shall not apply. When required by context, the gender of words in this Agreement includes the masculine, feminine, and neuter genders and the singular includes the plural (and vice-versa). The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement. The declarations, determinations and findings declared, made and found in the preamble to this Agreement are hereby adopted, restated and made part of the operative provisions hereof.
- 13. <u>Severability</u>. Should any provision of this Agreement be declared void by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.
- 14. <u>Authority</u>. The respective signatories to this Agreement represent that they are authorized to sign this Agreement on behalf of their respective Party, and that such signatory has received the necessary approval of its governing body to execute this Agreement on the Party's behalf.
- 15. <u>Execution</u>. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which counterparts, when taken together, shall constitute one and the same Agreement. The Parties agree that delivery of a signed counterpart, or the signed Agreement or amendment by facsimile or electronic mail, shall be deemed the same as the delivery of an original document.

- 16. <u>Enforceability</u>. The Parties acknowledge and agree that this Agreement is a written contract stating the essential terms of the Parties' agreement for providing goods and services under Subchapter I of Chapter 271 of the Texas Local Government Code.
- 17. <u>Waiver</u>. Any waiver by any Party of its rights with respect to a default or requirement under this Agreement will not be deemed a waiver of any subsequent default or other matter.

[Signature Pages to Follow]

JOHNSON COUNTY SPECIAL UTILITY DISTRICT

	By:
	Name:
	Title:
	Date:
ATTEST:	
Name:	
[SEAL]	
	CITY OF BURLESON, TEXAS
	By:
	Name:
	Title:
	Date:
ATTEST:	
Name:	
[SEAL]	

Exhibit "A"

(SW Alsbury Boulevard Legal Description)

ALSBURY ROAD PH. 2 HULEN to CR 1020 (BRIDGE) CITY PROJECT No. ST2202 PARCEL No. 9 ROW 2441 SW HULEN ST H. G. CATLETT SURVEY, ABSTRACT No. 186

EXHIBIT "A"

Being a 2.706 acre (117,868 square feet) tract of land situated in the H. G. Catlett Survey, Abstract No. 186, City of Burleson, Johnson County, Texas, said 2.706 acre (117,868 square feet) tract of land being a portion of a 3.355 acre tract of land (by deed) described in deed to City of Burleson, Texas as recorded in County Clerk's File No. 2022-25699 of the Official Public Records of Johnson County, Texas, said 2.706 acre tract of land being a portion of a 3.684 acre tract of land described in deed to City of Burleson as described in County Clerk's File No. 2022-37915 of said Official Public Records of Johnson County, Texas, said 2.706 acre (117,868 square feet) tract of land also being a portion of a 2.930 acre tract of land described in deed to The City of Burleson, Texas as recorded in County Clerk's File No. 2022-19569 of said Official Public Records of Johnson County, Texas, said 2.706 acre (117,868 square feet) tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with cap stamped "GORRONDONA" found for the east corner of said 3.355 acre tract of land, said 5/8 inch iron rod with cap stamped "GORRONDONA" being in the northwest line of said 3.684 acre tract of land, said 5/8 inch iron rod with cap stamped "GORRONDONA" being the south corner of a 0.612 acre tract of land described in deed to City of Burleson as recorded in County Clerk's File No. 2015-3966 of said Official Public Records of Johnson County, Texas, said 5/8 inch iron rod with cap stamped "GORRONDONA" also being the intersection of the existing southwest right-of-way line of SW Hulen Street (right-of-way width varies) with the proposed southeasterly right-of-way line of Alsbury Boulevard (right-of-way width varies), from which a 1/2 inch iron rod with cap stamped "RPLS 5544" found for the north corner of said 3.684 acre tract of land bears North 45 degrees 25 minutes 44 seconds East, a distance of 65.05 feet, said 1/2 inch iron rod with cap stamped "RPLS 5544" being the west corner of a 0.142 acre tract of land (by deed) described in deed to City of Burleson as recorded in County Clerk's File No. 2016-11368 of said Official Public Records of Johnson County, Texas, said 1/2 inch iron rod with cap stamped "RPLS 5544" also being an angle point in the existing southwest right-of-way line of said SW Hulen Street;

THENCE South 45 degrees 25 minutes 44 seconds West, with the southeast line of said 3.355 acre tract of land, with the northwest line of said 3.684 acre tract of land and with the proposed southeasterly right-of-way line of said Alsbury Boulevard, a distance of 122.09 feet to a R.O.W. Marker set for corner;

THENCE South 30 degrees 12 minutes 21 seconds West, with the proposed southeasterly right-of-way line of said Alsbury Boulevard, a distance of 18.53 feet to a R.O.W. Marker set for the beginning of a curve to the left having a radius of 740.00 feet, a central angle of 12 degrees 33 minutes 41 seconds and whose chord bears South 23 degrees 55 minutes 31 seconds West, a distance of 161.91 feet;

- **THENCE** with said curve to the left and with the proposed southeasterly right-of-way line of said Alsbury Boulevard, an arc length of 162.24 feet to a R.O.W. Marker set for corner;
- **THENCE** South 00 degrees 39 minutes 27 seconds East, with the proposed southeasterly right-of-way line of said Alsbury Boulevard, a distance of 24.45 feet to a R.O.W. Marker set for corner;
- **THENCE** South 13 degrees 03 minutes 45 seconds West, with the proposed southeasterly right-of-way line of said Alsbury Boulevard, a distance of 104.41 feet to a R.O.W. Marker set for corner;
- **THENCE** South 20 degrees 05 minutes 27 seconds West, with the proposed southeasterly right-of-way line of said Alsbury Boulevard, a distance of 24.68 feet to a R.O.W. Marker set for corner;
- **THENCE** South 08 degrees 26 minutes 46 seconds West, with the proposed southeasterly right-of-way line of said Alsbury Boulevard, a distance of 163.43 feet to a R.O.W. Marker set for corner;
- **THENCE** South 09 degrees 28 minutes 26 seconds East, with the proposed southeasterly right-of-way line of said Alsbury Boulevard, a distance of 25.00 feet to a R.O.W. Marker set for corner;
- **THENCE** South 14 degrees 27 minutes 19 seconds West, with the proposed southeasterly right-of-way line of said Alsbury Boulevard, passing at a distance of 146.63 feet, a point in the existing northwest line of County Road 1020 (an undedicated right-of-way), in all, a distance of 154.34 feet to a R.O.W. Marker set for corner;
- **THENCE** South 44 degrees 01 minutes 45 seconds East, with the proposed southeasterly right-of-way line of said Alsbury Boulevard, a distance of 18.41 feet to a MAG nail set for corner in the southeast line of said 2.930 acre tract of land, said MAG nail being in said County Road 1020;
- THENCE South 46 degrees 08 minutes 44 seconds West, with the southeast line of said 2.930 acre tract of land and with said County Road 1020, a distance of 125.91 feet to a MAG nail found for the south corner of said 2.930 acre tract of land, said MAG nail being in the northeast line of a 19.816 acre tract of land described in deed to Gregory Chretien and Pamela S. Chretien as recorded in Volume 2085, Page 897 of the Deed Records of Johnson County, Texas;

- THENCE North 45 degrees 19 minutes 25 seconds West, with the southwest line of said 2.930 acre tract of land and with the northeast line of said 19.816 acre tract of land, passing at a distance of 22.67 feet a point in the existing northwest line of said County Road 1020, from which a 5/8 inch iron rod found for reference bears North 46 degrees 22 minutes 06 seconds East, a distance of 0.34 feet, in all, a distance of 105.19 feet to a R.O.W. Marker set for the intersection of the southwest line of said 2.930 acre tract of land and the northeast line of said 19.816 acre tract of land with the proposed northwesterly right-of-way line of said Alsbury Boulevard;
- **THENCE** North 13 degrees 17 minutes 40 seconds East, with the proposed northwesterly right-of-way line of said Alsbury Boulevard, a distance of 20.05 feet to a R.O.W. Marker set for corner;
- **THENCE** North 19 degrees 27 minutes 19 seconds East, with the proposed northwesterly right-of-way line of said Alsbury Boulevard, a distance of 131.20 feet to a R.O.W. Marker set for corner;
- **THENCE** North 25 degrees 13 minutes 36 seconds East, with the proposed northwesterly right-of-way line of said Alsbury Boulevard, a distance of 25.00 feet to a R.O.W. Marker set for the beginning of a non-tangent curve to the left having a radius of 740.00 feet, a central angle of 03 degrees 56 minutes 02 seconds and whose chord bears North 10 degrees 24 minutes 47 seconds East, a distance of 50.80 feet;
- **THENCE** with said non-tangent curve to the left and with the proposed northwesterly right-of-way line of said Alsbury Boulevard, an arc length of 50.81 feet to a R.O.W. Marker set for corner:
- **THENCE** North 08 degrees 26 minutes 46 seconds East, with the proposed northwesterly right-of-way line of said Alsbury Boulevard, a distance of 210.27 feet to a R.O.W. Marker set for corner;
- **THENCE** North 03 degrees 49 minutes 09 seconds West, with the proposed northwesterly right-of-way line of said Alsbury Boulevard, a distance of 23.98 feet to a R.O.W. Marker set for corner;
- **THENCE** North 13 degrees 03 minutes 45 seconds East, with the proposed northwesterly right-of-way line of said Alsbury Boulevard, a distance of 104.41 feet to a R.O.W. Marker set for corner;
- **THENCE** North 36 degrees 32 minutes 31 seconds East, with the proposed northwesterly right-of-way line of said Alsbury Boulevard, a distance of 24.66 feet to a R.O.W. Marker set for the beginning of a non-tangent curve to the right having a radius of 860.00 feet, a central angle of 10 degrees 19 minutes 23 seconds and whose chord bears North 24 degrees 17 minutes 50 seconds East, a distance of 154.74 feet;
- **THENCE** with said non-tangent curve to the right and with the proposed northwesterly right-ofway line of said Alsbury Boulevard, an arc length of 154.95 feet to a R.O.W. Marker set for corner;

THENCE North 29 degrees 27 minutes 32 seconds East, with the proposed northwesterly rightof-way line of said Alsbury Boulevard, a distance of 187.73 feet to a R.O.W. Marker
set for corner in the northeast line of said 3.355 acre tract of land, said R.O.W. Marker
being in the southwest line of said 0.612 acre tract of land, said R.O.W. Marker also
being the intersection of the proposed northwesterly right-of-way line of said Alsbury
Boulevard with the existing southwest right-of-way line of said SW Hulen Street, from
which a 5/8 inch iron rod with cap stamped "GORRONDONA" found for the north
corner of said 3.355 acre tract of land bears North 45 degrees 13 minutes 02 seconds
West, a distance of 18.18 feet, said 5/8 inch iron rod with cap stamped
"GORRONDONA" being the west corner of said 0.612 acre tract of land, said 5/8 inch
iron rod with cap stamped "GORRONDONA" also being in the southeast line of a
3.836 acre tract of land described in deed to Cadet Ventures, LLC as recorded in County
Clerk's File No. 2019-12892 of said Official Public Records of Johnson County, Texas;

THENCE South 45 degrees 13 minutes 02 seconds East, with the northeast line of said 3.355 acre tract of land, with the southwest line of said 0.612 acre tract of land and with the existing southwest right-of-way line of said SW Hulen Street, a distance of 159.57 feet to the POINT OF BEGINNING and containing 2.706 acres or 117,868 square feet of land, of which 0.066 acres or 2,861 square feet lies within the existing undedicated right-of-way of said County Road 1020, leaving a net area of 2.640 acres or 115,007 square feet of land, more or less.

Notes:

- (1) A plat of even survey date herewith accompanies this legal description.
- (2) R.O.W. markers along proposed right-of-way line are a 5/8 inch iron rod set with blue cap stamped "GORRONDONA" unless otherwise noted.
- (3) All bearings and coordinates are referenced to the Texas Coordinate System, NAD-83, The North Central Zone 4202, all distances and areas shown are surface.
- (4) Surveyed on the ground September, 2017 to April 2023.

Date: August 4, 2023

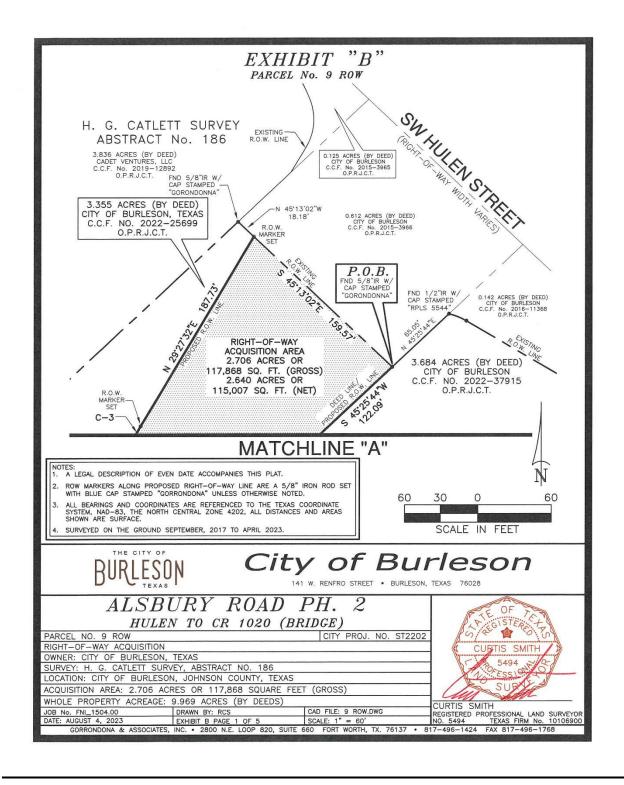
Curtis Smith

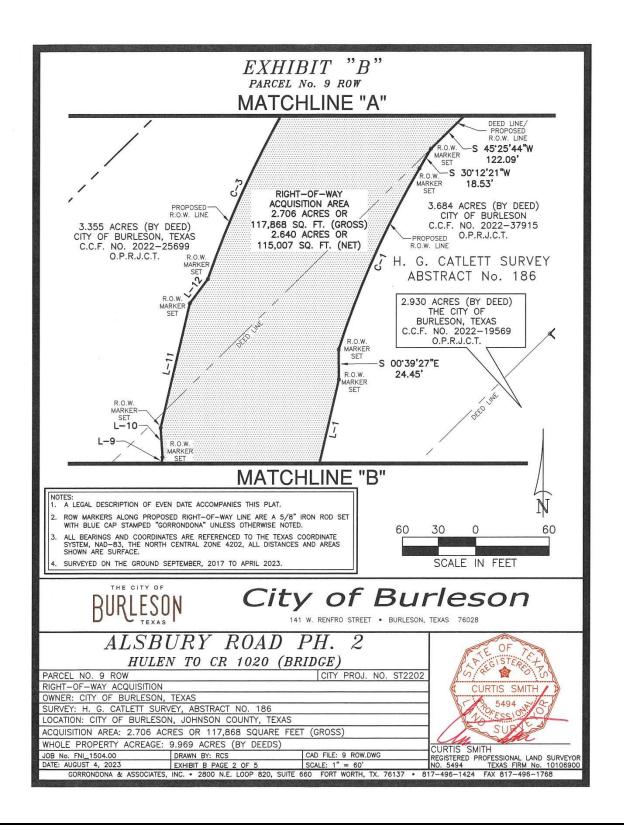
Registered Professional Land Surveyor

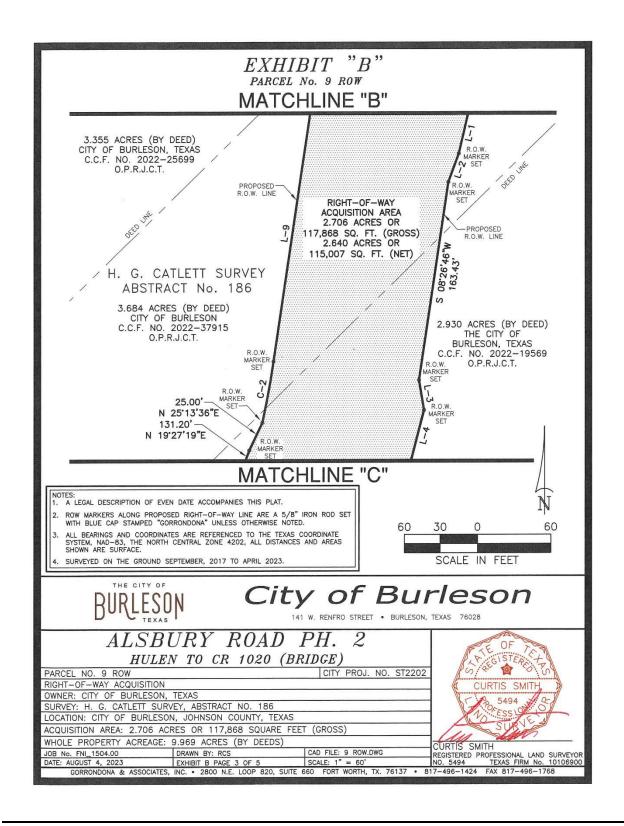
No. 5494

Texas Firm No. 10106900









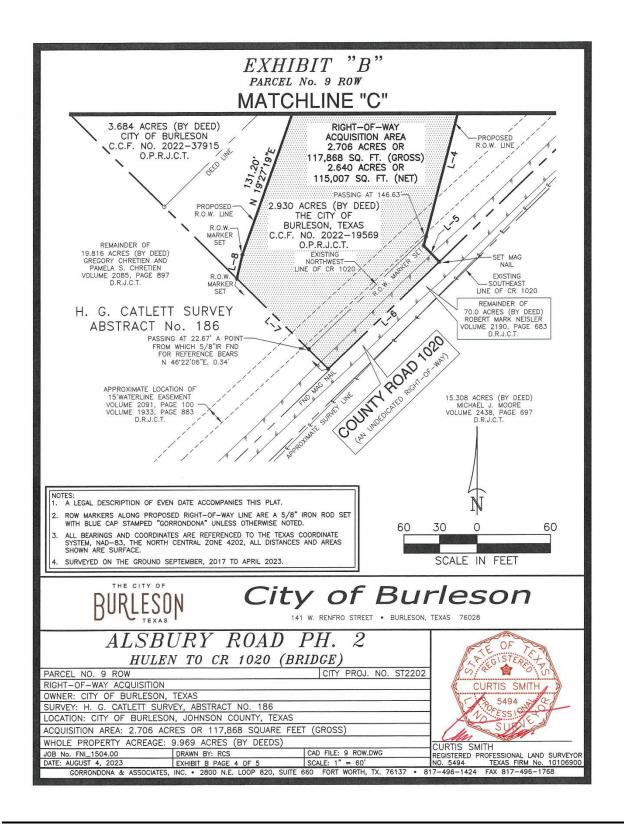


EXHIBIT "B" PARCEL No. 9 ROW

CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C-1	740.00'	12°33'41"	S 23°55'31"W	161.91'	162.24'
C-2	740.00'	03*56'02"	N 10°24'47"E	50.80'	50.81'
C-3	860.00'	10'19'23"	N 24'17'50"E	154.74	154.95

	LINE TABLE	
LINE	BEARING	DISTANCE
L-1	S 13'03'45"W	104.41
L-2	S 20°05'27"W	24.68'
L-3	S 09'28'26"E	25.00'
L-4	S 14'27'19"W	154.34'
L-5	S 44'01'45"E	18.41'
L-6	S 46'08'44"W	125.91'
L-7	N 45'19'25"W	105.19'
L-8	N 13'17'40"E	20.05
L-9	N 08'26'46"E	210.27
L-10	N 03*49'09"W	23.98'
L-11	N 13'03'45"E	104.41'
L-12	N 36'32'31"E	24.66'

- NOTES:
 1. A LEGAL DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT.
- ROW MARKERS ALONG PROPOSED RIGHT-OF-WAY LINE ARE A 5/8" IRON ROD SET WITH BLUE CAP STAMPED "GORRONDONA" UNLESS OTHERWISE NOTED.
- ALL BEARINGS AND COORDINATES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD-83, THE NORTH CENTRAL ZONE 4202, ALL DISTANCES AND AREAS SHOWN ARE SURFACE.
- SURVEYED ON THE GROUND SEPTEMBER, 2017 TO APRIL 2023.



City of Burleson

141 W. RENFRO STREET • BURLESON, TEXAS 76028

ALSBURY ROAD PH. HULEN TO CR 1020 (BRIDGE)

PARCEL NO. 9 ROW CITY PROJ. NO. ST2202 RIGHT-OF-WAY ACQUISITION OWNER: CITY OF BURLESON, TEXAS SURVEY: H. G. CATLETT SURVEY, ABSTRACT NO. 186 LOCATION: CITY OF BURLESON, JOHNSON COUNTY, TEXAS ACQUISITION AREA: 2.706 ACRES OR 117,868 SQUARE FEET (GROSS)

WHOLE PROPERTY ACREAGE: 9.969 ACRES (BY DEEDS)

 JOB No. FNI_1504.00
 DRAWN BY: RCS
 CAD FILE: 9 ROW.DWG
 CONTIS SMITH

 DATE: AUGUST 4, 2023
 EXHIBIT B PAGE 5 OF 5
 SCALE: N/A
 RCGISTERD PROFESSIONAL LAND SURVEYOR

 GORRONDONA & ASSOCIATES, INC. • 2800 N.E. LOOP 820, SUITE 660 FORT WORTH, TX. 76137
 • 817-496-1424
 FAX 817-496-1768
 CAD FILE: 9 ROW.DWG JOB No. FNI_1504.00

CURTIS SMITH

OF EGISTER

CURTIS SMITH

5494

ALSBURY ROAD PH. 2 HULEN to CR 1020 (BRIDGE) CITY PROJECT No. ST2202 PARCEL No. 13 ROW 11008 CR 1020 H. G. CATLETT SURVEY, ABSTRACT No. 180 & 186

EXHIBIT "A"

Being a 0.317 acre (13,825 square feet) tract of land situated in the H. G. Catlett Survey, Abstract No. 180 and the H. G. Catlett Survey, Abstract No. 186, City of Burleson, Johnson County, Texas, said 0.317 acre (13,825 square feet) tract of land being a portion of a 15.308 acre tract of land (by deed) described in deed to Michael J. Moore as recorded in Volume 2438, Page 697 of the Deed Records of Johnson County, Texas, said 0.317 acre (13,825 square feet) tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a R.O.W. Marker set for the intersection of the southwest line of said 15.308 acre tract of land and the northeast line of Lot 1A, Block 1 of Prairie Timber Estates, an addition to the City of Burleson, Johnson County, Texas as recorded in Volume 9, Page 693, Drawer C of the Plat Records of Johnson County, Texas with the proposed southeasterly right-of-way line of Alsbury Boulevard (right-of-way width varies), from which a 1/2 inch iron rod with cap stamped "RPLS 5544" found for the east corner of Lot 1 of said Block 1 bears South 44 degrees 03 minutes 08 seconds East, a distance of 92.98 feet, said 1/2 inch iron rod with cap stamped "RPLS 5544" being the north corner of Lot 2 of said Block 1, said 1/2 inch iron rod with cap stamped "RPLS 5544" also being in the southwest line of said 15.308 acre tract of land;

THENCE North 44 degrees 03 minutes 08 seconds West, with the southwest line of said 15.308 acre tract of land and with the northeast line of said Lot 1A, passing at a distance of 7.02 feet, a point for the north corner of said Lot 1A and the east corner of a 1.460 acre Right-of-Way Dedication as recorded in Volume 9, Page 693, Drawer C of said Plat Records of Johnson County, Texas, in all, a distance of 39.04 feet to a point for the west corner of said 15.308 acre tract of land, said point being in the northeast line of said 1.460 acre Right-of-Way Dedication, said point also being in the existing southeast line of County Road 1020 (an undedicated right-of-way);

THENCE North 45 degrees 52 minutes 50 seconds East, with the northwest line of said 15.308 acre tract of land and with the existing southeast line of said County Road 1020, a distance of 462.90 feet to a R.O.W. Marker set for the intersection of the northwest line of said 15.308 acre tract of land and the existing southeast line of said County Road 1020 with the proposed southeasterly right-of-way line of said Alsbury Boulevard, from which a 1/2 inch iron rod with cap stamped "LANDES ASSOCIATES" found for the north corner of said 15.308 acre tract of land bears North 45 degrees 52 minutes 50 seconds East, a distance of 419.55 feet, said 1/2 inch iron rod with cap stamped "LANDES ASSOCIATES" being in the existing southeast line of said County Road 1020:

- **THENCE** South 44 degrees 01 minutes 45 seconds East, with the proposed southeasterly right-of-way line of said Alsbury Boulevard, a distance of 1.81 feet to a point for corner in a 9 inch mesquite tree;
- **THENCE** South 37 degrees 53 minutes 55 seconds West, with the proposed southeasterly right-of-way line of said Alsbury Boulevard, a distance of 283.37 feet to a R.O.W. Marker set for corner;
- **THENCE** South 43 degrees 34 minutes 59 seconds West, with the proposed southeasterly right-of-way line of said Alsbury Boulevard, a distance of 127.00 feet to a R.O.W. Marker set for corner;
- **THENCE** South 62 degrees 48 minutes 39 seconds West, with the proposed southeasterly right-of-way line of said Alsbury Boulevard, a distance of 24.27 feet to a R.O.W. Marker set for corner;
- THENCE South 46 degrees 07 minutes 45 seconds West, with the proposed southeasterly right-of-way line of said Alsbury Boulevard, a distance of 32.21 feet to the **POINT OF BEGINNING** and containing 0.317 acres or 13,825 square feet of land, more or less.

Notes:

- (1) A plat of even survey date herewith accompanies this legal description.
- (2) R.O.W. markers along proposed right-of-way line are a 5/8 inch iron rod set with blue cap stamped "GORRONDONA" unless otherwise noted.
- (3) All bearings and coordinates are referenced to the Texas Coordinate System, NAD-83, The North Central Zone 4202, all distances and areas shown are surface.
- (4) Surveyed on the ground September, 2017 to April 2023.

Date: August 4, 2023

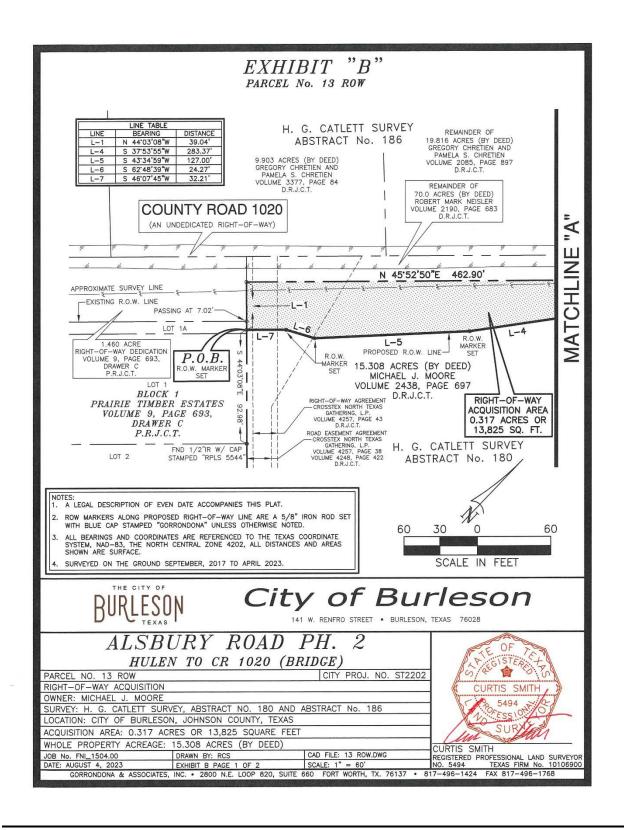
Curtis Smith

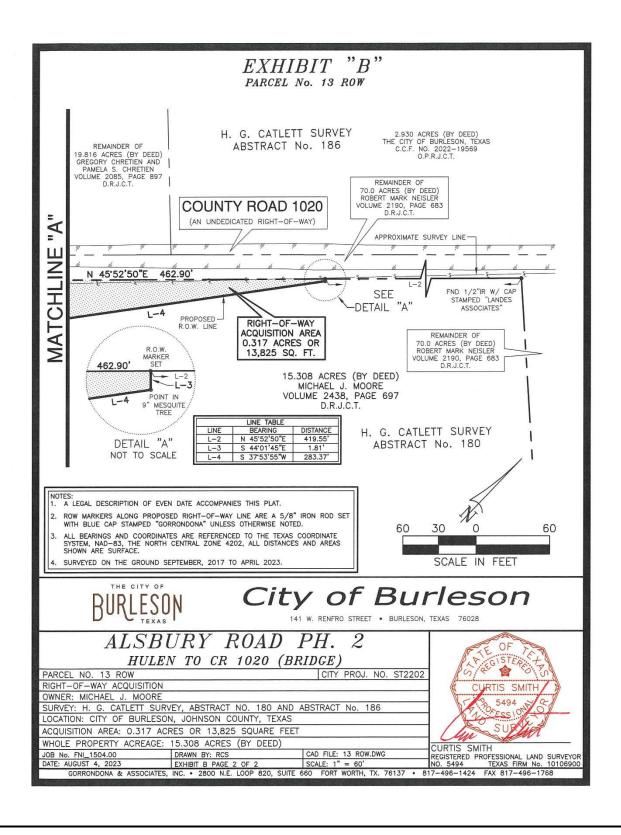
Registered Professional Land Surveyor

No. 5494

Texas Firm No. 10106900







ALSBURY ROAD PH. 2 HULEN to CR 1020 (BRIDGE) CITY PROJECT No. ST2202 PARCEL No. 14 ROW CR 1020 H. G. CATLETT SURVEY, ABSTRACT No. 186

EXHIBIT "A"

Being a 0.731 acre (31,834 square feet) tract of land situated in the H. G. Catlett Survey, Abstract No. 186, City of Burleson, Johnson County, Texas, said 0.731 acre (31,834 square feet) tract of land being a portion of a 9.903 acre tract of land (by deed) described in deed to Gregory Chretien and Pamela S. Chretien as recorded in Volume 3377, Page 84 of the Deed Records of Johnson County, Texas, and a remainder of a 19.816 acre tract of land (by deed) described in deed to Gregory Chretien and Pamela S. Chretien as recorded in Volume 2085, Page 897 of said Deed Records of Johnson County, Texas, said 0.731 acre (31,834 square feet) tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod (disturbed) found for the west corner of said 9.903 acre tract of land, said 1/2 inch iron rod (disturbed) being the north corner of a 10.48 acre tract of land described in deed to Dennis R. Meador as recorded in Volume 2399, Page 584 of said Deed Records of Johnson County, Texas, from which a 1/2 inch iron rod found for the north corner of said 19.816 acre tract of land bears North 43 degrees 35 minutes 34 seconds East, a distance of 448.37 feet; THENCE, South 45 degrees 21 minutes 03 seconds East, with the southwest line of said 9.903 acre tract of land and with the northeast line of said 10.48 acre tract of land, a distance of 1,855.70 feet to a R.O.W. marker set for the POINT OF BEGINNING of the herein described 0.731 acre (31,834 square feet) tract of land, said R.O.W. Marker being the intersection of the southwest line of said 9.903 acre tract of land and the northeast line of said 10.48 acre tract of land with the proposed northwesterly right-of-way line of Alsbury Boulevard (right-of-way width varies);

- **THENCE** North 46 degrees 07 minutes 45 seconds East, with the proposed northwesterly right-of-way line of said Alsbury Boulevard, a distance of 137.28 feet to a R.O.W. Marker set for corner;
- **THENCE** North 33 degrees 12 minutes 15 seconds East, with the proposed northwesterly right-of-way line of said Alsbury Boulevard, a distance of 25.16 feet to a R.O.W. Marker set for corner:
- **THENCE** North 43 degrees 34 minutes 59 seconds East, with the proposed northwesterly right-of-way line of said Alsbury Boulevard, a distance of 127.00 feet to a R.O.W. Marker set for corner;
- **THENCE** North 49 degrees 18 minutes 03 seconds East, with the proposed northwesterly right-of-way line of said Alsbury Boulevard, a distance of 24.72 feet to a R.O.W. Marker set for the beginning of a non-tangent curve to the left having a radius of 740.00 feet, a central angle of 10 degrees 19 minutes 19 seconds and whose chord bears North 31 degrees 35 minutes 05 seconds East, a distance of 133.13 feet;

- **THENCE** with said non-tangent curve to the left and with the proposed northwesterly right-of-way line of said Alsbury Boulevard, an arc length of 133.31 feet to a R.O.W. Marker set for corner:
- THENCE North 13 degrees 17 minutes 40 seconds East, with the proposed northwesterly right-of-way line of said Alsbury Boulevard, a distance of 4.95 feet to a R.O.W. Marker set for the intersection of the proposed northwesterly right-of-way line of said Alsbury Boulevard with the northeast line of said 19.816 acre tract of land and the southwest line of a 2.930 acre tract of land (by deed) described in deed to The City of Burleson, Texas as recorded in County Clerk's File No. 2022-19569 of the Official Public Records of Johnson County, Texas;
- THENCE South 45 degrees 19 minutes 25 seconds East, with the northeast line of said 19.816 acre tract of land and with the southwest line of said 2.930 acre tract of land, passing at a distance of 82.52 feet, a point for corner in the existing northwest line of County Road 1020 (an undedicated right-of-way), from which a 5/8 inch iron rod found for reference bears North 46 degrees 22 minutes 06 seconds East, a distance of 0.34 feet, passing at a distance of 105.19 feet a MAG nail found for the south corner of said 2.930 acre tract of land, in all, a distance of 106.55 feet to a point for the east corner of said 19.816 acre tract of land, said point being in said County Road 1020;
- THENCE South 46 degrees 08 minutes 25 seconds West, with the southeast line of said 19.816 acre tract of land and with said County Road 1020, a distance of 447.53 feet to a point for the south corner of said 9.903 acre tract of land, said point being the east corner of said 10.48 acre tract of land, from which a MAG nail found for reference bears North 39 degrees 11 minutes 34 seconds East, a distance of 4.55 feet;
- THENCE North 45 degrees 21 minutes 03 seconds West, with the southwest line of said 9.903 acre tract of land and with the northeast line of said 10.48 acre tract of land, passing at a distance of 25.82 feet, a point for corner in the existing northwest line County Road 1020, in all, a distance of 60.43 feet to the POINT OF BEGINNING and containing 0.731 acres or 31,834 square feet of land, of which 0.256 acres or 11,152 square feet lies within the existing undedicated right-of-way of said County Road 1020, leaving a net area of 0.475 acres or 20,682 square feet of land, more or less.

Notes:

- (1) A plat of even survey date herewith accompanies this legal description.
- (2) R.O.W. markers along proposed right-of-way line are a 5/8 inch iron rod set with blue cap stamped "GORRONDONA" unless otherwise noted.
- (3) All bearings and coordinates are referenced to the Texas Coordinate System, NAD-83, The North Central Zone 4202, all distances and areas shown are surface.
- (4) Surveyed on the ground September, 2017 to April 2023.

Date: August 4, 2023

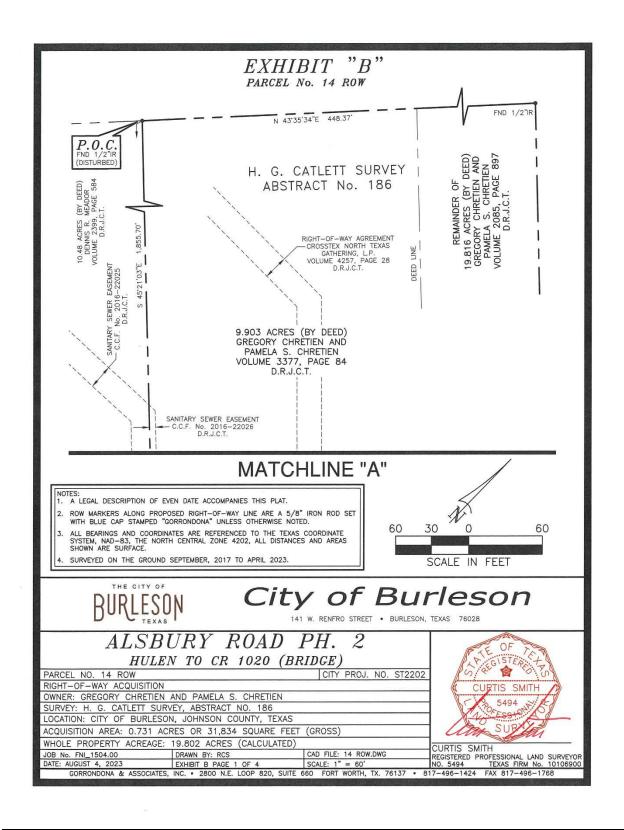
Curtis Smith

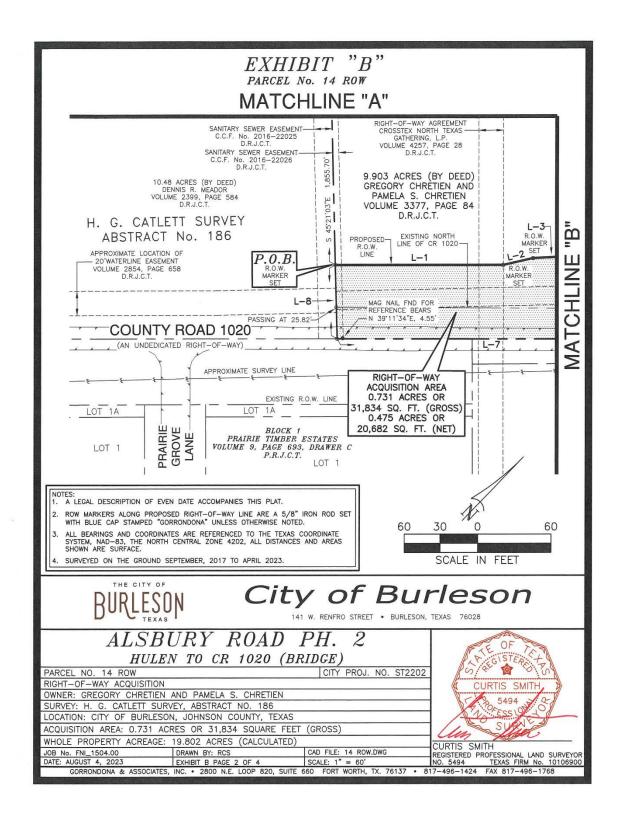
Registered Professional Land Surveyor

No. 5494

Texas Firm No. 10106900







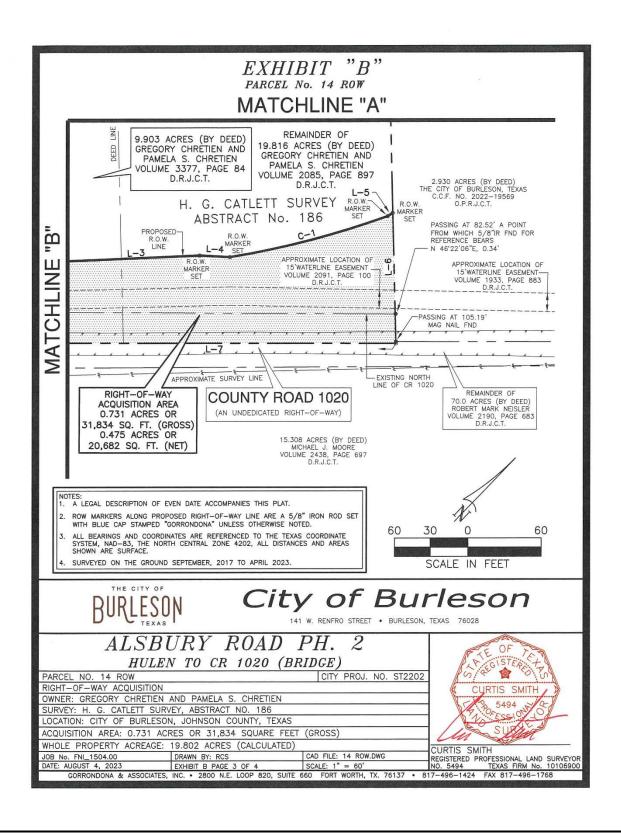


EXHIBIT "B" PARCEL No. 14 ROW

			CURVE TABLE		
CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C-1	740.00'	10'19'19"	N 31°35'05"E	133.13	133.31

LINIT	LINE TABLE	DICTANOL
LINE	BEARING	DISTANCE
L-1	N 46'07'45"E	137.28
L-2	N 33'12'15"E	25.16'
L-3	N 43'34'59"E	127.00'
L-4	N 49'18'03"E	24.72'
L-5	N 13'17'40"E	4.95'
L-6	S 45'19'25"E	106.55
L-7	S 46'08'25"W	447.53'
L-8	N 45°21'03"W	60.43

NOTES:
1. A LEGAL DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT.

- ROW MARKERS ALONG PROPOSED RIGHT—OF—WAY LINE ARE A 5/8" IRON ROD SET WITH BLUE CAP STAMPED "GORRONDONA" UNLESS OTHERWISE NOTED.
- ALL BEARINGS AND COORDINATES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD-83, THE NORTH CENTRAL ZONE 4202, ALL DISTANCES AND AREAS SHOWN ARE SURFACE.

SURVEYED ON THE GROUND SEPTEMBER, 2017 TO APRIL 2023.



City of Burleson

141 W. RENFRO STREET • BURLESON, TEXAS 76028

ALSBURY ROAD PH. 2 HULEN TO CR 1020 (BRIDGE)

CITY PROJ. NO. ST2202 PARCEL NO. 14 ROW RIGHT-OF-WAY ACQUISITION OWNER: GREGORY CHRETIEN AND PAMELA S. CHRETIEN SURVEY: H. G. CATLETT SURVEY, ABSTRACT NO. 186 LOCATION: CITY OF BURLESON, JOHNSON COUNTY, TEXAS ACQUISITION AREA: 0.731 ACRES OR 31,834 SQUARE FEET (GROSS) WHOLE PROPERTY ACREAGE: 19.802 ACRES (CALCULATED) CAD FILE: 14 ROW.DWG

JOB No. FNI_1504.00

D. FNI_1504.00 DRAWN BY: RCS CAD FILE: 14 ROW.DWG REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5494 TEXAS FIRM No. 10106900 GORRONDONA & ASSOCIATES, INC. • 2800 N.E. LOOP 820, SUITE 660 FORT WORTH, TX. 76137 • 817-496-1424 FAX 817-496-1768

CURTIS SMITH

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CURTIS SMITH

ALSBURY ROAD PH. 2 HULEN TO CR 1020 (BRIDGE) CITY PROJECT No. ST2202 PARCEL No. 18 ROW 10917 CR 1020 H. G. CATLETT SURVEY, ABSTRACT No. 186

EXHIBIT "A"

Being a 0.0910 acre tract of land situated in the H. G. Catlett Survey, Abstract No. 186, City of Burleson, Johnson County, Texas, said 0.0910 acre tract of land being a portion of a 10.48 acre tract of land (by deed) described in deed to Dennis R. Meador as recorded in Volume 2399, Page 584 of the Deed Records of Johnson County, Texas, said 0.0910 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod found for the interior ell corner of said 10.48 acre tract of land, said 5/8 inch iron rod being an exterior ell corner of a 7.0 acre tract of land described in deed to Michael Andrew Berry as recorded in Volume 1401, Page 188 of said Deed Records of Johnson County, Texas, from which a 5/8 inch iron rod found for the most northwesterly corner of said 10.48 acre tract of land bears North 45 degrees 18 minutes 43 seconds West, a distance of 1,756.43 feet, said 5/8 inch iron rod being the most northerly corner of said 7.0 acre tract of land; THENCE, South 45 degrees 35 minutes 38 seconds West, with a northwesterly line of said 10.48 acre tract of land and with a southeasterly line of said 7.0 acre tract of land, a distance of 139.85 feet to a 5/8 inch iron rod found for an exterior corner of said 10.48 acre tract of land, said 5/8 inch iron rod being the interior corner of said 7.0 acre tract of land; THENCE, South 46 degrees 53 minutes 42 seconds East, with the most southwesterly line of said 10.48 acre tract of land and with a northeasterly line of said 7.0 acre tract of land, a distance of 149.72 feet to a point for the most southerly corner of said 10.48 acre tract of land, said point being the most southerly east corner of said 7.0 acre tract of land, said point also being in County Road 1020 (an undedicated right-ofway); THENCE, North 46 degrees 04 minutes 46 seconds East, with the southeast line of said 10.48 acre tract of land and with said County Road 1020, a distance of 205.80 feet to a R.O.W. Marker set for the **POINT OF BEGINNING** of the herein described 0.0910 acre tract of land. said R.O.W. Marker being the intersection of the southeast line of said 10.48 acre tract of land with the proposed northwest right-of-way line of said County Road 1020;

THENCE North 43 degrees 55 minutes 14 seconds West, with the proposed northwest right-of-way line of said County Road 1020, a distance of 25.00 feet to a R.O.W. Marker set for corner;

THENCE North 46 degrees 04 minutes 46 seconds East, with the proposed northwest right-of-way line of said County Road 1020, a distance of 158.30 feet to a R.O.W. Marker set for the intersection of the proposed northwest right-of-way line of said County Road 1020 with the northeast line of said 10.48 acre tract of land and the southwest line of a 9.903 acre tract of land described in deed to Gregory Chretien and Pamala S. Chretien as recorded in Volume 3377, Page 84 of said Deed Records of Johnson County, Texas;

- THENCE South 45 degrees 21 minutes 03 seconds East, with the northeast line of said 10.48 acre tract of land and with the southwest line of said 9.903 acre tract of land, a distance of 25.01 feet to a point for the most easterly corner of said 10.48 acre tract of land, said point being the most southerly corner of said 9.903 acre tract of land, said point also being in said County Road 1020, from which a MAG nail found for reference bears North 39 degrees 11 minutes 34 seconds East, a distance of 4.55 feet;
- **THENCE** South 46 degrees 04 minutes 46 seconds West, with the southeast line of said 10.48 acre tract of land and with said County Road 1020, a distance of 158.92 feet to the **POINT OF BEGINNING** and containing 0.0910 acres or 3,965 square feet of land, more or less.

Notes:

- (1) A plat of even survey date herewith accompanies this legal description.
- (2) R.O.W. markers along proposed right-of-way line are a 5/8 inch iron rod set with blue cap stamped "GORRONDONA" unless otherwise noted.
- (3) All bearings and coordinates are referenced to the Texas Coordinate System, NAD-83, The North Central Zone 4202, all distances and areas shown are surface.
- (4) Surveyed on the ground September, 2017 to April 2023.

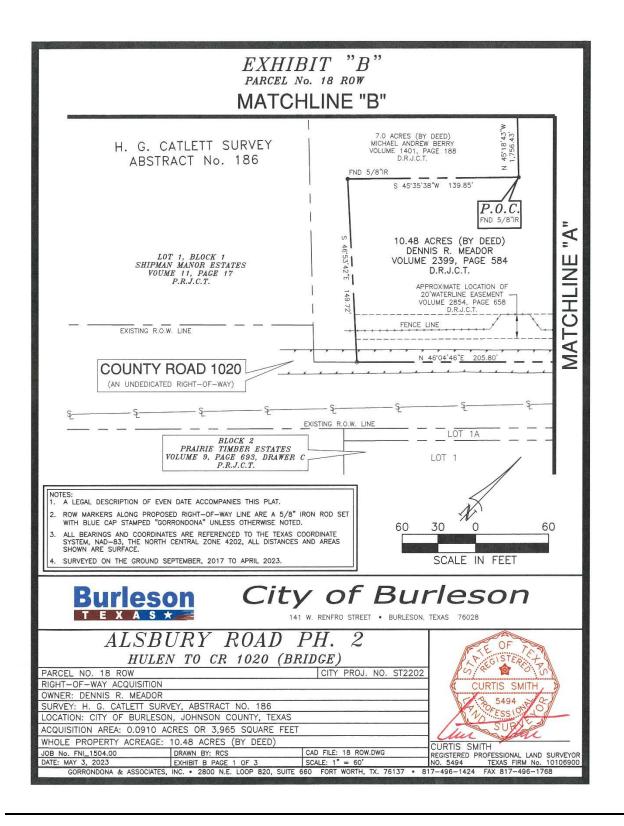
Date: May 3, 2023

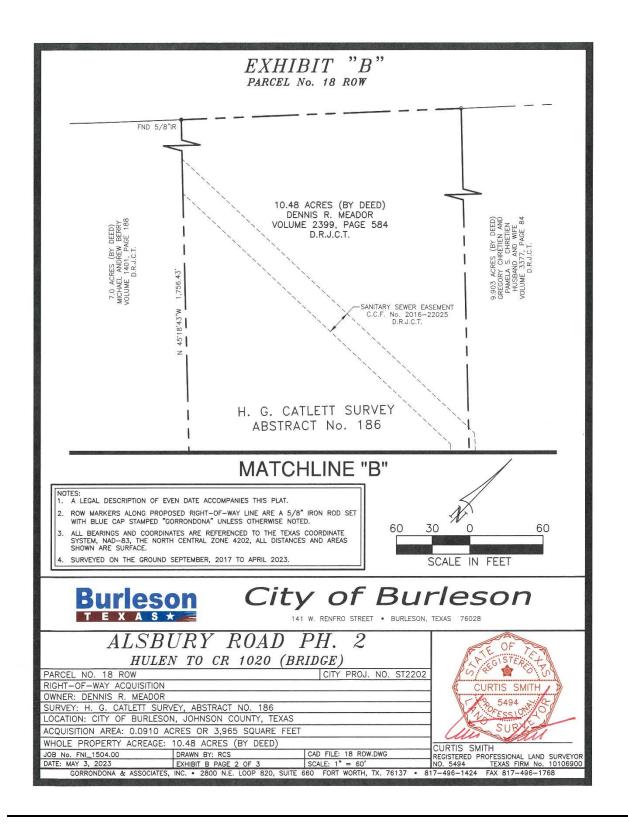
Curtis Smith

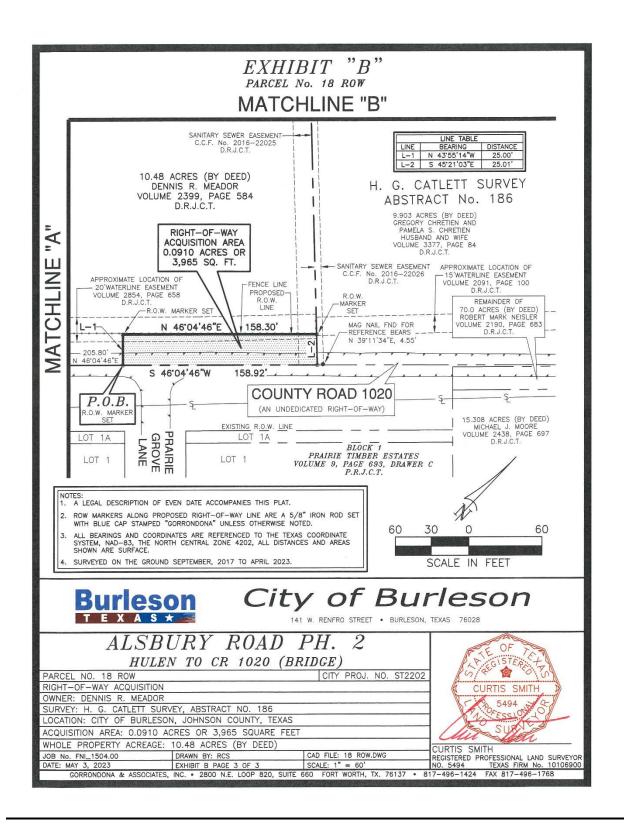
Registered Professional Land Surveyor

No. 5494









ALSBURY ROAD PH. 2 HULEN to CR 1020 (BRIDGE) CITY PROJECT No. ST2202 PARCEL No. 20 ROW 2287 SW HULEN STREET H. G. CATLETT SURVEY, ABSTRACT No. 186 & 180

EXHIBIT "A"

Being a 0.197 acre (8,590 square feet) tract of land situated in the H. G. Catlett Survey, Abstract No. 186 and the H. G. Catlett Survey, Abstract No. 180, City of Burleson, Johnson County, Texas, said 0.197 acre (8,590 square feet) tract of land being a portion of a remainder of a 70.0 acre tract of land (by deed) described in deed to Robert Mark Neisler as recorded in Volume 2190, Page 683 of the Deed Records of Johnson County, Texas, said 0.197 acre (8,590 square feet) tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod with cap stamped "LANDES ASSOCIATES" found for the north corner of a 15.308 acre tract of land described in deed to Michael J. Moore as recorded in Volume 2438, Page 697 of said Deed Records of Johnson County, Texas, said 1/2 inch iron rod with cap stamped "LANDES ASSOCIATES" being in the existing southeast line of County Road 1020 (an undedicated right-of-way); THENCE, South 45 degrees 52 minutes 50 seconds West, with the northwest line of said 15.308 acre tract of land and with the existing southeast line of said County Road 1020, a distance of 419.55 feet to a R.O.W. Marker set for the POINT OF BEGINNING of the herein described 0.197 acre (8,590 square feet) tract of land, said R.O.W Marker being the intersection of the northwest line of said 15.308 acre tract of land and the existing southeast line of said County Road 1020 with the proposed southeasterly right-of-way line of Alsbury Boulevard (right-of-way width varies);

THENCE South 45 degrees 52 minutes 50 seconds West, with the northwest line of said 15.308 acre tract of land and with the existing southeast line of said County Road 1020, a distance of 462.90 feet to a point for the west corner of said 15.308 acre tract of land, said point being in the southwest line of said 70.0 acre tract of land, said point also being in the northeast line of a 1.460 acre Right-of-Way Dedication as recorded in Volume 9, Page 693, Drawer C of the Plat Records of Johnson County, Texas, from which a 1/2 inch iron rod with cap stamped "RPLS 5544" found for the east corner of Lot 1, Block 1 of Prairie Timber Estates, an addition to the City of Burleson, Johnson County, Texas as recorded in Volume 9, Page 693, Drawer C of said Plat Records of Johnson County, Texas bears South 44 degrees 03 minutes 08 seconds East, a distance of 132.02 feet, said 1/2 inch iron rod with cap stamped "RPLS 5544" being the north corner of Lot 2 of said Block 1, said 1/2 inch iron rod with cap stamped "RPLS 5544" also being in the southwest line of said 15.308 acre tract of land;

THENCE North 44 degrees 03 minutes 08 seconds West, with the southwest line of said 70.0 acre tract of land and with the northeast line of said 1.460 acre Right-of-Way Dedication, a distance of 18.92 feet to a point for the west corner of said 70.0 acre tract of land, said point being in said County Road 1020;

- **THENCE** North 45 degrees 58 minutes 15 seconds East, with the northwest line of said 70.0 acre tract of land and with said County Road 1020, a distance of 462.91 feet to a MAG nail set for the intersection of the northwest line of said 70.0 acre tract of land with the proposed southeasterly right-of-way line of said Alsbury Boulevard;
- THENCE South 44 degrees 01 minutes 45 seconds East, with the proposed southeasterly right-of-way line of said Alsbury Boulevard, a distance of 18.19 feet to the **POINT OF BEGINNING** and containing 0.197 acres or 8,590 square feet of land, more or less.

Notes:

- (1) A plat of even survey date herewith accompanies this legal description.
- (2) R.O.W. markers along proposed right-of-way line are a 5/8 inch iron rod set with blue cap stamped "GORRONDONA" unless otherwise noted.
- (3) All bearings and coordinates are referenced to the Texas Coordinate System, NAD-83, The North Central Zone 4202, all distances and areas shown are surface.
- (4) Surveyed on the ground September, 2017 to April 2023.

Date: August 4, 2023

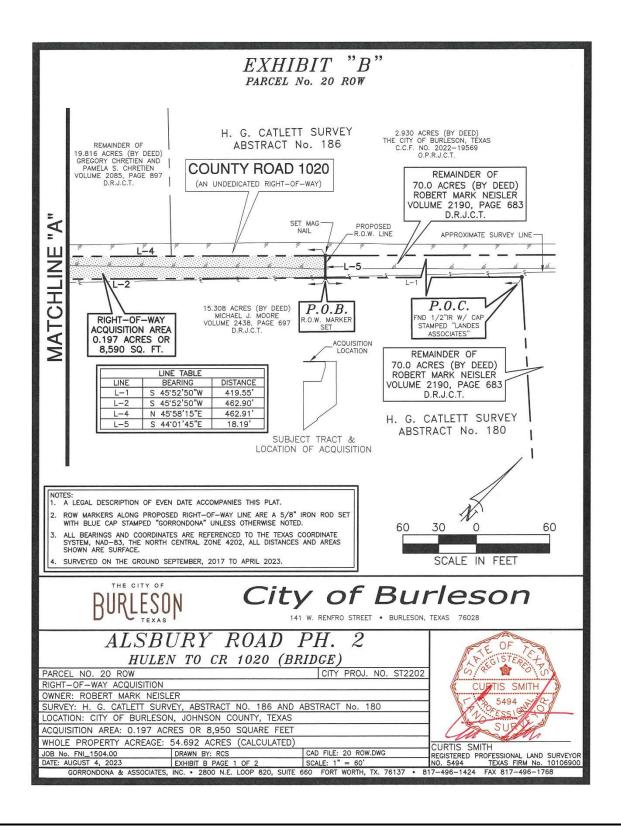
Curtis Smith

Registered Professional Land Surveyor

No. 5494

Texas Firm No. 10106900





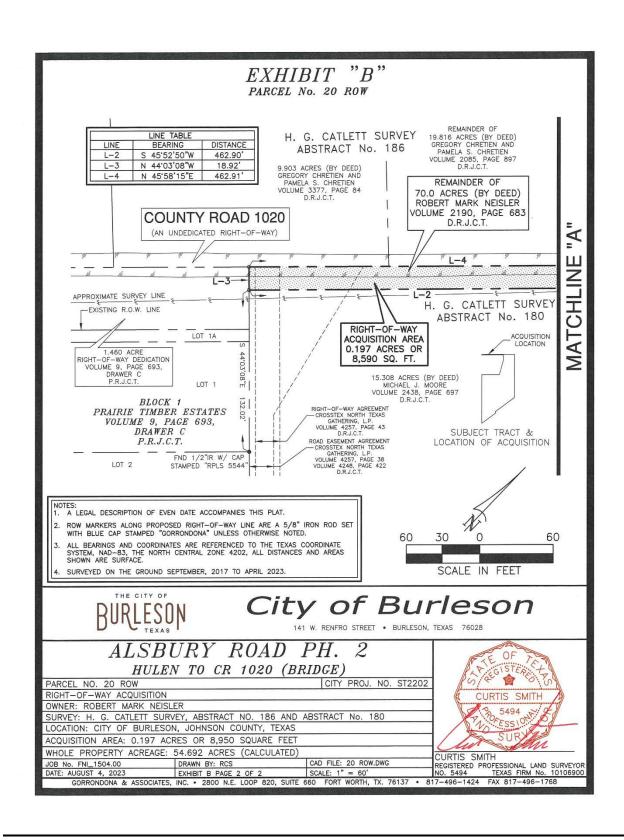


EXHIBIT B

(Detailed Current Water Facilities Layout)

