



# Travis County Commissioners Court Voting Session Agenda Request

**Meeting Date:** Tuesday, January 10, 2023

**Agenda Language:**

Consider and take appropriate action regarding the Annexation of a portion of Kimbro Road by the City of Manor. (Commissioner Travillion)

**Prepared By/Phone Number:** David Hunter, Assistant Director - Public Works, 512-854-4660

**Elected/Appointed Official or Department Head:** Cynthia McDonald

**Commissioners Court Sponsor(s):** Commissioner Travillion, Precinct One

**Press Inquiries:** Hector Nieto, [PIO@traviscountytexas.gov](mailto:PIO@traviscountytexas.gov) or (512) 854-8740

**Background/Summary of Request:**

The City of Manor annexed the adjacent tract of land by Ordinance 663 on August 3, 2022, and annexing this portion of the roadway would permit the City to plan for future improvements, construct and maintain improvements, install utilities, and control driveway access as development occurs. Pursuant to Section 43.106 of the Texas Local Government Code (TLGC), if a municipality wants to annex a tract of land, it also has to annex the full width of the adjacent right-of-way containing the county road. The TLGC goes on to stipulate in Section 43.1005 that if a municipality seeks to annex a roadway, the annexation must be authorized by the Commissioners Court. The City of Manor is requesting that the Travis County Commissioners Court consent to their annexation of the approximately 1,403 feet in length portion of Kimbro Road starting at U.S. 290 and extending southwest. This portion of the roadway is further described in the attached exhibits.

**Staff Recommendations:**

TNR staff recommends that the Commissioners Court consent to the proposed annexation.

**Issues and Opportunities:**

N/A

**Fiscal Impact and Source of Funding:**

The annexation will remove the subject right-of-way from Travis County Maintenance.

**Required Authorizations:**

Cynthia C. McDonald	County Executive	TNR	(512) 854-9418
Sydnia Crosbie	Chief Deputy	TNR	(512) 854-7682

Patrick Krishock	Financial Manager, Sr.	TNR	(512) 854-7675
David Greear, P.E.	Public Works Director	TNR	(512) 854-7660
CC			
Jennifer Hopgood	County Attorney	CA	(512) 854-9415

**Attachments:**

1. Travis County Annexation Request Kimbro Road
2. Manor - Petition to annex Old Kimbro Road ROW
3. 20221115\_ROW Annexation Exhibit
4. 20220920 - Old Kimbro Road ROW
5. 663 Jefferson Triangle Annexation



David P. Hunter  
Travis County  
Transportation & Natural Resources  
Assistant Public Works Director  
Road and Bridge Maintenance  
P.O. Box 1748  
Austin, TX 78767-1748

Kimbro Road Annexation Request

Mr. Hunter,

The City of Manor is requesting from Travis County a voluntary annexation petition for a portion of Kimbro Road, being approximately 1,403 feet in length and 2.85 acres, and more specifically shown on the enclosed survey and map. The City of Manor recently annexed the adjacent tract of land by Ordinance 663 on August 3, 2022 and annexing this portion of roadway would permit the City to plan for future improvements, construct and maintain improvements, install utilities, and control driveway access as development occurs.

Thank you,

A handwritten signature in black ink that reads 'Scott Moore'.

Scott Moore  
City Manager

Enclosed: Survey (4 pages), Exhibit (1 page), Ordinance 663 (28 Pages)

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §

**PETITION FOR VOLUNTARY ANNEXATION  
OF PROPERTY INTO THE CITY LIMITS  
OF THE CITY OF MANOR, TEXAS**

**To the Mayor and City Council of the City of Manor, Texas:**

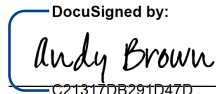
The undersigned owner or agent of a tract of land being a portion of the right-of-way of Old Kimbro Road in Travis County do hereby request and petition the City of Manor (“City”), pursuant to the Texas Local Government Code, to extend the present corporate limits of the City and annex the right-of-way more fully described in Exhibit A, which description is attached and incorporated herein for all purposes.

I/We certify and swear that:

1. Travis County is the owner or agent of the road right-of-way described in Exhibit A; and
2. This request for annexation of the tract by Manor is made voluntarily.

Travis County

By:

DocuSigned by:  
  
C21317DB291D47D...  
Name           County Judge

Address:   700 Lavaca St, 2nd Floor  
                  Austin, TX 78701

Date : 2/3/2023 | 1:52 PM PST

EXHIBIT A  
Right of Way Legal Description



10090 W Highway 29 | Liberty Hill, Texas 78642  
TBPELS Firm No. 10001800 | 512-238-7901 office

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

BEING 2,855 ACRES OF LAND SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154, IN TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THE EXISTING RIGHT-OF-WAY OF OLD KIMBRO ROAD (OLD STATE HWY 20 – 80' R.O.W.), DESCRIBED IN A DEED TO THE STATE OF TEXAS, RECORDED IN VOL. 482, PG. 419, OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS (D.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2-inch iron rebar with cap stamped "4WARD BOUNDARY" found at the intersection of the existing Southerly right-of-way line of U.S. 290 (R.O.W. Varies) and the existing Easterly right-of-way line of said Old Kimbro Road, for the Westerly common corner of a called 62.8431 acre tract of land described in a General Warranty Deed to Jefferson Triangle Marine, L.P., recorded in Document No. 2008096315 of the Official Public Records of Travis County, Texas (O.P.R.T.C.T.) and of a called 4.382 acre tract of land described in a Warranty Deed with Vendor's Lien to Auspro Enterprises, L.P., recorded in Document No. 2019013915 of said O.P.R.T.C.T.;

**THENCE South 26°27'38" West** with the existing Easterly right-of-way line of said Old Kimbro Road and the common Westerly line of said 62.8431 acre tract, a distance of **1,403.61** feet to a 1/2-inch iron rebar found for the Westerly common corner of said 62.8431 acre tract and of a called 56.652 acre tract of land described in a General Warranty Deed to Horsefeathers Farms, Inc., recorded in Document No. 2002187747 of said O.P.R.T.C.T.;

**THENCE North 64°02'06" West** over and across the existing right-of-way of said Old Kimbro Road a distance of **79.52** feet to a Calculated Point in the existing Westerly right-of-way line of said Old Kimbro Road and the common Easterly line of Lot 7, KIMBRO BUSINESS PARK, a subdivision of record in Volume 86, Page 187D, of the Plat Records of Travis County, Texas (P.R.T.C.T.);

**THENCE North 25°57'54" East** with the existing Westerly right-of-way line of said Old Kimbro Road and the common Easterly line of said Lot 7, a distance of **126.53** feet to a 1/2-inch iron rebar found for the Northeast corner of said Lot 7;

**THENCE North 72°12'08" West** with the existing Westerly right-of-way line of said Old Kimbro Road and the common Northerly line of said Lot 7, a distance of **4.94** feet to a Calculated Point for the Southeast corner of Lot 6, REPLAT OF LOTS 3,4,5 AND 6 KIMBRO BUSINESS PARK, a subdivision of record in Volume 93, Page 17 of said P.R.T.C.T.



THENCE with the existing Westerly right-of-way line of said Old Kimbro Road and the common Easterly line of said REPLAT OF LOTS 3,4,5 AND 6 KIMBRO BUSINESS PARK, the following five (5) courses and distances:

1. **North 26°35'54" East** a distance of **248.92** feet to a Calculated Point for the Easterly common corner of said Lot 6 and of Lot 5, REPLAT OF LOTS 3,4,5 AND 6 KIMBRO BUSINESS PARK;
2. **North 26°03'55" East** a distance of **26.15** feet to a Calculated Point;
3. **North 26°26'49" East** a distance of **284.11** feet to a Calculated Point for the Easterly common corner of said Lot 5 and of Lot 4, REPLAT OF LOTS 3,4,5 AND 6 KIMBRO BUSINESS PARK;
4. **North 26°28'40" East** a distance of **497.03** feet to a Calculated Point; and
5. **North 09°25'54" West** a distance of **150.32** feet to a Calculated Point at the intersection of the existing Westerly right-of-way line of said Old Kimbro Road and the existing Southerly right-of-way line of said U.S. 290, for the Northeast corner of said Lot 4;

THENCE **North 86°19'03" East** with the existing Southerly right-of-way line of said U.S. 290, over and across the existing right-of-way of said Old Kimbro Road, a distance of **200.20** feet to the **POINT OF BEGINNING** and containing 2.855 acres of land, more or less;

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 - 2011 adjustment), Central Zone (4203). Distances and Areas shown hereon are Grid values represented in U.S. survey feet.

This property description accompanies a separate plat of even date and was prepared by an on the ground survey made under my supervision during the month of September, 2022.

*Frank W. Funk* 09/20/2022

Frank W. Funk  
Registered Professional Land Surveyor  
State of Texas No. 6803

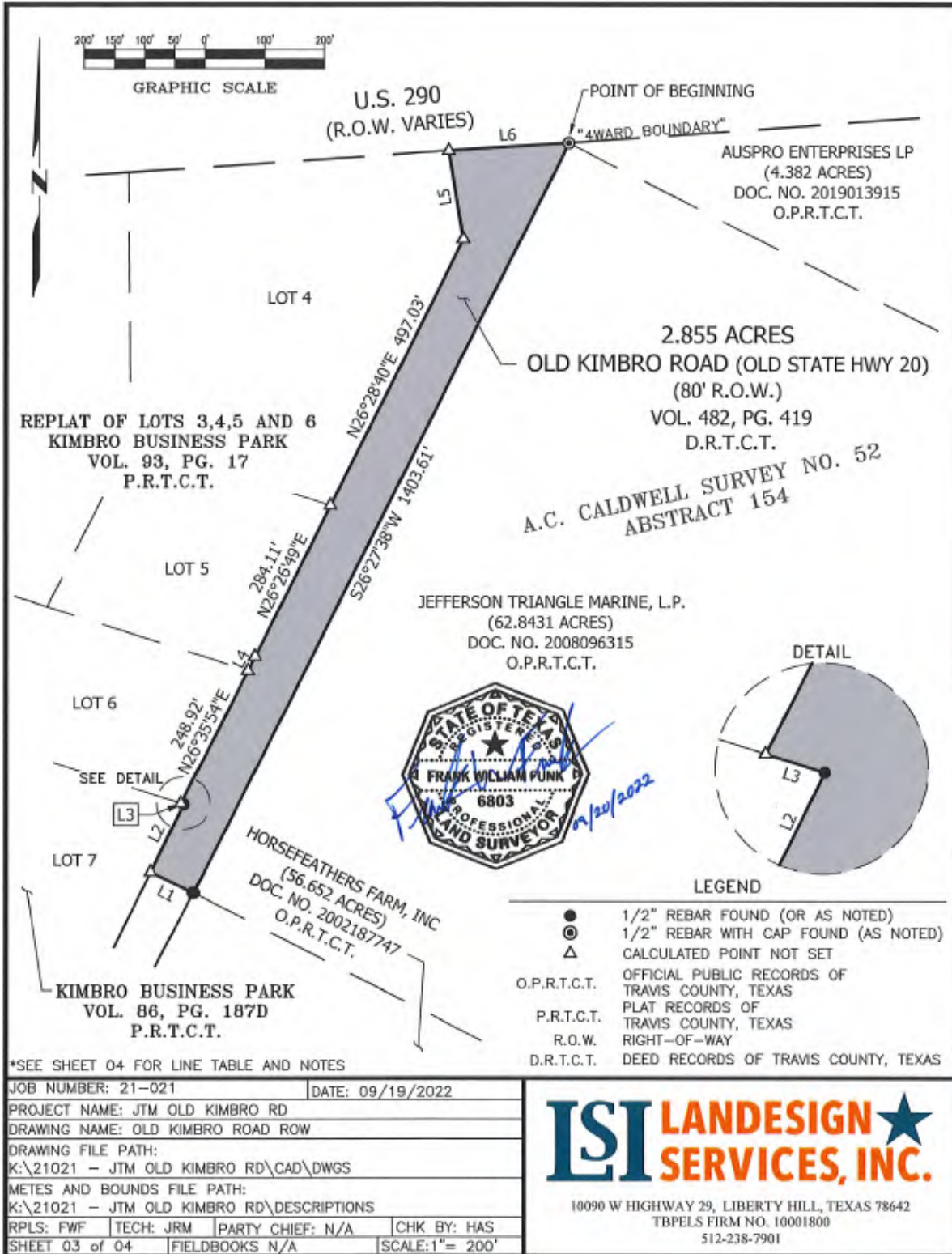


Job Number: 21-021

Attachments: K:\21021 - JTM OLD KIMBRO RD\CADD\DWGS\OLD KIMBRO ROAD ROW.DWG









LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N64°02'06"W	79.52'
L2	N25°57'54"E	126.53'
L3	N72°12'08"W	4.94'
L4	N26°03'55"E	26.15'
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L6	N86°19'03"E	200.20'

GENERAL NOTES:

THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 - 2011 ADJUSTMENT), CENTRAL ZONE (4203).

DISTANCES AND AREAS SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00005359.

SOME FEATURES SHOWN HEREON MAY BE OUT OF SCALE FOR CLARITY.

JOB NUMBER: 21-021	DATE: 09/19/2022
PROJECT NAME: JTM OLD KIMBRO RD	
DRAWING NAME: OLD KIMBRO ROAD ROW	
DRAWING FILE PATH: K:\21021 - JTM OLD KIMBRO RD\CAD\DWGS	
METES AND BOUNDS FILE PATH: K:\21021 - JTM OLD KIMBRO RD\DESCRIPTIONS	
RPLS: FWF	TECH: JRM
PARTY CHIEF: N/A	CHK BY: HAS
SHEET 04 of 04	SCALE: 1" = 200'



10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642  
 TBPELS FIRM NO. 10001800  
 512-238-7901







10090 W Highway 29 | Liberty Hill, Texas 78642  
 TBPELS Firm No. 10001800 | 512-238-7901 office

## EXHIBIT "A"

### METES AND BOUNDS DESCRIPTION

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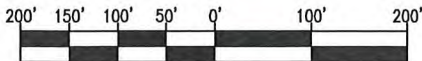
This property description accompanies a separate plat of even date and was prepared by an on the ground survey made under my supervision during the month of September, 2022.

 *09/20/2022*  
Frank W. Funk  
Registered Professional Land Surveyor  
State of Texas No. 6803



Job Number: 21-021  
Attachments: K:\21021 - JTM OLD KIMBRO RD\CAD\DWGS\OLD KIMBRO ROAD ROW.DWG





GRAPHIC SCALE

U.S. 290  
(R.O.W. VARIES)

POINT OF BEGINNING

"4WARD BOUNDARY"

AUSPRO ENTERPRISES LP  
(4.382 ACRES)  
DOC. NO. 2019013915  
O.P.R.T.C.T.

LOT 4

2.855 ACRES

OLD KIMBRO ROAD (OLD STATE HWY 20)  
(80' R.O.W.)

VOL. 482, PG. 419  
D.R.T.C.T.

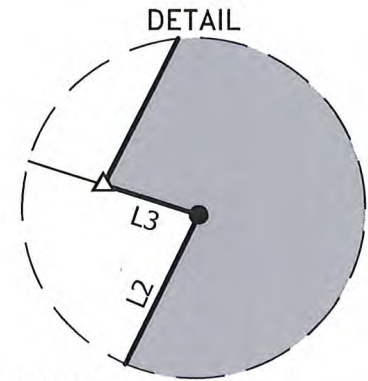
REPLAT OF LOTS 3,4,5 AND 6  
KIMBRO BUSINESS PARK  
VOL. 93, PG. 17  
P.R.T.C.T.

A.C. CALDWELL SURVEY NO. 52  
ABSTRACT 154

LOT 5

JEFFERSON TRIANGLE MARINE, L.P.  
(62.8431 ACRES)  
DOC. NO. 2008096315  
O.P.R.T.C.T.

LOT 6



SEE DETAIL

LEGEND

- 1/2" REBAR FOUND (OR AS NOTED)
- ⊙ 1/2" REBAR WITH CAP FOUND (AS NOTED)
- △ CALCULATED POINT NOT SET
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- P.R.T.C.T. PLAT RECORDS OF TRAVIS COUNTY, TEXAS
- R.O.W. RIGHT-OF-WAY
- D.R.T.C.T. DEED RECORDS OF TRAVIS COUNTY, TEXAS

LOT 7

HORSEFEATHERS FARM, INC  
(56.652 ACRES)  
DOC. NO. 2002187747  
O.P.R.T.C.T.

KIMBRO BUSINESS PARK  
VOL. 86, PG. 187D  
P.R.T.C.T.

\*SEE SHEET 04 FOR LINE TABLE AND NOTES

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RPLS: FWF	TECH: JRM	PARTY CHIEF: N/A	CHK BY: HAS
SHEET 03 of 04		FIELDBOOKS N/A	
SCALE: 1" = 200'			



10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642  
TBPELS FIRM NO. 10001800  
512-238-7901

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## GENERAL NOTES:

THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 – 2011 ADJUSTMENT), CENTRAL ZONE (4203).

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PARTY CHIEF: N/A	CHK BY: HAS
SHEET 04 of 04	FIELDBOOKS N/A
SCALE: 1" = 200'	



10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642  
 TBPELS FIRM NO. 10001800  
 512-238-7901



**ORDINANCE NO. 663**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS ANNEXING 62.8431 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 owner of the property, as hereinafter described, made written request for the City to annex such property in compliance with *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 hereby 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 abutting streets, roadways, and rights-of-way, are hereby annexed into the corporate limits of the City of Manor:

**ORDINANCE NO. 663****Tract One:**

Being 9.38 acres of land out of the A.C. Caldwell Survey No. 52, Abstract No. 154 in Travis County, Texas, and being a portion of a called 62.8431 acre tract of land described in a general warranty deed to Jefferson Triangle Marine, L.P. recorded in Document No. 2008096315 of the Official Public Records, Travis County, Texas, said 9.38 tract of land being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

**Tract Two:**

Being 53.42 acres of land out of the A.C. Caldwell Survey No. 52, Abstract No. 154, in Travis County, Texas, and being a portion of a called 62.8431 acre tract of land described in a general warranty deed to Jefferson Triangle Marine, L.P. recorded in Document No. 2008096315 of the Official Public Records, Travis County, Texas, said 53.42 tract of land being more particularly described in 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 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 the 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*.

ORDINANCE NO. 883

YEAR 2022

PASSED AND APPROVED FIRST READING on and before the 20<sup>th</sup> day of July, 2022;

PASSED AND APPROVED SECOND AND FINAL READING on and before the 30<sup>th</sup> day of August, 2022.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harley  
Mayor

ATTEST:

  
Elayne T. Altruda, TRM  
City Secretary

**ORDINANCE NO. 663**

**Exhibit "A"**  
**Subject Property Description**  
**+/- 62.8431 Acres**

Tract One



10000 Hill Jones Dr. | Frisco, TX 75034  
972.474.4400 | www.lsi.com

EXHIBIT

LOTS AND BOUNDS DESCRIPTION

BEING 8.18 ACRES OF LAND, SURVEYED BY LANDVISION SURVEYS, INC. SITUATED IN THE A-4 CALDWELL SURVEY NO. 33; ABSTRACT 154 IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A DATED 07-04-71 ABSTRACT OF LAND DESCRIBED BY GENERAL WARRANTY DEED TO JEFFERSON TRIANGLE MARINE, L.P. IN DOCUMENT NO. 2006060315 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.) AND BEING MORE PARTICULARLY DESCRIBED BY LOTS AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2" iron with cap stamped "WARD BOUNDARY" found for the Northwest corner of said 62.8411 acre tract and a common West corner of a called 4.182 acre tract of land described in a Warranty Deed With Vendor's Lien to Astoria Enterprises, L.P., recorded in Document No. 2019017913 of said O.P.R.T.C., also in the possession of an existing Easement right-of-way line of 200ft. Road 0001 State Hwy 20 - 80' R.O.W. and the existing Southern right-of-way line of 8,300 (R/W/W. Varies).

**THENCE** South 52°55'16" East with the North line of said 62.8411 acre tract and the common South line of said 4.182 acre tract, a distance of 600.03 feet to a 1/2" iron with cap stamped "LSI SURVEY" set from station 12" iron found for the Southeast corner of a called 1.00 acre tract of land described in a Warranty Deed to Francisco Ruiz and Susy Silva, recorded in Document No. 2010060520 of said O.P.R.T.C., and the common Southwest corner of a called 5.975 acre tract of land described in a General Warranty Deed to Tatu Investments, L.L.C., recorded in Document No. 2012170644 of said O.P.R.T.C., also being the common Northwest corner of a called 0.12 acre tract of land described in a Special Warranty Deed to Clay + Alma, recorded in Document No. 2010102804 of said O.P.R.T.C., then South 62°08'16" East a distance of 280.00 feet;

**THENCE** east and across said 62.8411 acre tract, the following two (2) courses and distances:

- 1. South 27°21'49" West a distance of 638.26 feet to a 1/2" iron with cap stamped "LSI SURVEY" set, and



10000 Hill Jones Dr. | Frisco, TX 75034 | 972.474.4400 | www.lsi.com

North 72°21'49" West a distance of 597.01 feet to a 1/2" corner with cap stamped "LSI SURVEY" set to the West line of said 2.843 acre tract and the common existing linearly right-of-way line of said Kimbro Road, from which a 12" corner found for the Southwest corner of said 62.843 acre tract has a common Northwest corner of a called Sub 52 acre tract described in a General Warranty Deed to Home Builders Farms, Inc., recorded in Document No. 2002187147 of said C.F.C.T.C., also being in the common existing East-to-right-of-way line of said Kimbro Road, bears South 26°27'38" West a distance of 67.27 feet.

THENCE North 26°27'38" East with the West line of said 62.843 acre tract and the common existing linearly right-of-way line of said Kimbro Road, a distance of 736.34 feet to the POINT OF BEGINNING and containing 9.38 acres of land, more or less.

This project is referenced for all future and continuing maps to the Texas State Plane Coordinate System, North American Datum of 1993 (NAD83) - 2011 Adjustment, Vertical Zone 14203. All distances shown herein are surface values represented in U.S. Survey Feet based on a grid to surface (vertical) adjustment factor of 1.0000359.

This survey description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of overview. The field work was completed on May 19, 2011.

*Frank W. Fink* 2/29/2012  
Frank W. Fink  
Registered Professional Land Surveyor  
State of Texas No. 6811



LSI  
10000 K. GARDNER, LISA GARDNER, 8400 S. GARDNER ROAD, SUITE 100, DALLAS, TEXAS 75243



10000 K. GARDNER, LISA GARDNER, 8400 S. GARDNER ROAD, SUITE 100, DALLAS, TEXAS 75243







Traut Two



10000 W. Highway 29 | Liberty Hill, Texas 78642  
78718-1816 | 512.508.9900

EXHIBIT "A"

MITES AND BOUNDS DESCRIPTION

BEING 0.42 ACRES OF LAND, SURVIVED BY LANDESIGN SERVICES, INC., SITUATED IN THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 1361N TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 0.8431 ACRE TRACT OF LAND DESCRIBED IN GENERAL WARRANTY DEED TO HENDERSON TRIANIDA MARINE, L.P. IN DOCUMENT NO. 200806615 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (OFFICIAL), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2" iron with cap stamped "LSI SURVEY" set in the North line of said 0.8431 acre tract and the common South line of a called 4.382 acre tract of land described in a Warranty Deed With Vendor's Lien to Airport Interpines, L.P., recorded in Document No. 2019013915 of said OFFICIAL, from which a 1/2" iron with cap stamped "AWARD BOUNDARY" found for the Northwest corner of said 0.8431 acre tract and a common West corner of said 4.382 acre tract, also at the intersection of the existing Easterly right-of-way line of Kamro Road (Old State Hwy. 20 + 80' R.O.W.) and the existing Southwesterly right-of-way line of U.S. 290 (R.O.W. Varies), from North 62°55'18" West a distance of 800.07 feet;

**THENCE** South 62°55'18" East with the North line of said 0.8431 acre tract and the common South line of said 4.382 acre tract, and continuing with the common South line of a called 1.00 acre tract of land described in a Warranty Deed to Francisco Rola and Study Silva, recorded in Document No. 2018008520 of said OFFICIAL, a distance of 280.09 feet to a 1/2" iron mark for the Southeast corner of said 1.00 acre tract and the common Southwest corner of a called 5.565 acre tract of land described in a General Warranty Deed to Two Investments, LLC, recorded in Document No. 2021257244 of said OFFICIAL, also being the Northwest corner of a called 0.112 acre tract of land described in a Special Warranty Deed to City of Stamford, recorded in Document No. 2021032804 of said OFFICIAL, and a common corner of said 0.8431 acre tract,

**THENCE** West a boundary line of said 0.8431 acre tract and a common line of said 0.112 acre tract, the following lines (1) courses and distances:

- 1. South 27°00'41" West a distance of 85.00 feet to a 1/2" iron with cap stamped "LSI SURVEY";



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Page 8 of 12

**ORDINANCE NO. 663**

2. **South 62°55'16" East** a distance of **75.00** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set; and
3. **North 27°04'44" East** a distance of **65.00** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set for the Northeast corner of said 0.112 acre tract and a common corner of said 62.8431 acre tract, also being in the South line of said 5.565 acre tract;

THENCE **South 62°55'16" East** with the North line of said 62.8431 acre tract and the common South line of said 5.565 acre tract, and continuing with the common South line of a called 15.71 acre tract of land described in a Warranty Deed to Klatt Properties, LP, recorded in Document No. 2008204941 of said O.P.R.T.C.T., a distance of **998.89** feet to a 1/2" rebar found for the Northeast corner of said 62.8431 acre tract and the common Southeast corner of said 15.71 acre tract, also being in the West line of a called 20.235 acre tract of land described as Tract 1 in a General Warranty Deed to Austin 21 LLC, recorded in Document No. 2021136691 of said O.P.R.T.C.T.;

THENCE with the East line of said 62.8431 acre tract and the common West line of said 20.235 acre tract, the following two (2) courses and distances:

1. **South 29°25'27" West** a distance of **12.49** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set; and
2. **South 26°40'55" West** a distance of **304.61** feet to a 60d Nail found in a Mesquite tree for the Southwest corner of said 20.235 acre tract and the Northwest corner of a called 45.838 acre tract of land described in a General Warranty Deed With Vendor's Lien to Austin 21 LLC, recorded in Document No. 2021248160 of said O.P.R.T.C.T.;

THENCE with the East line of said 62.8431 acre tract and the common West line of said 45.838 acre tract, the following four (4) courses and distances:

1. **South 27°38'12" West** a distance of **377.29** feet to a 1/2" rebar with cap stamped "BURRIS&ASSOC" found;
2. **South 26°43'45" West** a distance of **143.94** feet to a 1/2" rebar found;
3. **South 26°58'00" West** a distance of **243.98** feet to a 1/2" rebar with cap stamped "BURRIS&ASSOC" found; and
4. **South 26°59'10" West** a distance of **330.89** feet to a 1/2" rebar with cap stamped "CHAPARRAL BOUNDARY" found for the Southeast corner of said 62.8431 acre tract and the common Southwest corner of said 45.838 acre tract, also being in the North line of a called 56.652 acre tract described in a General Warranty Deed to Horsefeathers Farm, Inc., recorded in Document No. 2002187747 of said O.P.R.T.C.T.;

THENCE **North 62°38'11" West** with the South line of said 62.8431 acre tract and the common North line of said 56.652 acre tract, a distance of **1,938.72** feet to a 1/2" rebar found for the Southwest corner of said 62.8431 acre tract and the common Northwest corner of said 56.652 acre tract, and being in the existing Easterly right-of-way line of said Kimbro Road;



THENCE North 26°27'38" East with the West line of said 666111 acre tract and the common existing Easement right-of-way line of said Kimber tract a distance of 667.27 feet to a 1/2" iron with cap stamped "251501000" set from which a 1/2" iron with cap stamped "4WARD BULLFIGHT" found for the horizontal corner of said 666111 acre tract and a common West corner of said 4,382 acre tract, along the impression of the existing Easement right-of-way line of Kimber tract (Old State Hwy 20 + 80' R.O.W. and the existing Southerly right-of-way line of 1/2" 290 18.0W. Varied), from North 26°27'38" East a distance of 736.34 feet;

THENCE over and across said 62,8411 acre tract, the following (see C) courses and distances:

1. South 32°21'49" East a distance of 597.01 feet to a 1/2" iron with cap stamped "130 HIKVEY" set and
2. North 27°21'49" East a distance of 638.36 feet to the POINT OF BEGINNING and containing 57.47 acres of land, more or less.

This project is referenced for all bearing and coordinate books in the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83) - 2011 Adjustment, County Zone 14211. All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of +0.0005754.

This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of seven days. The field work was completed on May 10, 2021.

  
 Frank W. Williams  
 Registered Professional Land Surveyor  
 State of Texas No. 36812



Ordinance 71001  
 https://www.sos.texas.gov/elections/central/electionresults/2021/primary/county/044/044.htm







U.S. 290 (R.O.W. VARIES)

AUSPRO ENTERPRISES LP (4.382 ACRES) DOC. NO. 2019013915 O.P.R.T.C.T.

FRANCISCO RUIZ AND SINDY SILVA (1.00 ACRE) DOC. NO. 2018009520 O.P.R.T.C.T.

CITY OF MANOR (0.112 ACRES) DOC. NO. 2021052804 O.P.R.T.C.T.

TANI INVESTMENTS, LLC (5.565 ACRES) DOC. NO. 2021257244 O.P.R.T.C.T.

KLATT PROPERTIES, LP (15.71 ACRES) DOC. NO. 2008204941 O.P.R.T.C.T.

Line #	Direction	Length
L1	S27° 04' 44" W	65.00'
L2	S62° 55' 16" E	75.00'
L3	N27° 04' 44" E	65.00'

LEGAL DESCRIPTION:

IMPORTANT NOTE: THIS IS A PRELIMINARY DESCRIPTION OF PROPERTY, NOT TO BE CONSTRUED AS A PROPER DESCRIPTION OF PROPERTY, NOR SHOULD SAME BE CONSIDERED FOR LEGAL DOCUMENTATION. (SUBJECT TO REQUIREMENT ON SCHEDULE C)

BEING 26.4 ACRES OUT OF THE AC CALDWELL SURVEY 52, ABSTRACT NO. 154, TRAVIS COUNTY, TEXAS, BEING PART OF THAT CERTAIN 62.8431 ACRE TRACT CONVEYED TO JEFFERSON TRIANGLE MARINE, LP, FILED JUNE 9, 2008, RECORDED IN DOCUMENT NO. 2008096315, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.

NOTE: THE COMPANY IS PROHIBITED FROM INSURING THE AREA OR QUANTITY OF THE LAND DESCRIBED HEREIN. ANY STATEMENT IN THE ABOVE LEGAL DESCRIPTION OF THE AREA OR QUANTITY OF LAND IS NOT A REPRESENTATION THAT SUCH AREA OR QUANTITY IS CORRECT, BUT IS MADE ONLY FOR INFORMATIONAL AND/OR IDENTIFICATION PURPOSES AND DOES NOT OVERRIDE ITEM 2 OF SCHEDULE B HEREOF

COMMITMENT FOR TITLE INSURANCE PROVIDED BY:

CHICAGO TITLE INSURANCE COMPANY  
COMMITMENT NO. 8000362100979  
ISSUE DATE: SEPTEMBER 30, 2021  
EFFECTIVE DATE: SEPTEMBER 20, 2021

ONLY THOSE ITEMS LISTED IN SCHEDULE B OF THE ABOVE REFERENCED COMMITMENT FOR TITLE INSURANCE WERE REVIEWED FOR THE PURPOSE OF THIS SURVEY. NO ADDITIONAL RESEARCH WAS PERFORMED BY THIS SURVEYOR. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS, OR OTHER ENCUMBRANCES WHICH AFFECT THIS SURVEY THAT ARE NOT KNOWN TO THIS SURVEYOR.

SCHEDULE B EXCEPTIONS:

- a. RIGHTS OF PARTIES IN POSSESSION. (NOT A SURVEY MATTER)
- b. THE FOLLOWING EXCEPTION WILL APPEAR IN ANY POLICY ISSUED (OTHER THAN THE T-1R RESIDENTIAL OWNER POLICY OF TITLE INSURANCE AND THE T-2R SHORT-FORM RESIDENTIAL MORTGAGEE POLICY) IF THE COMPANY IS NOT PROVIDED A SURVEY OF THE LAND, ACCEPTABLE TO THE COMPANY, FOR REVIEW AT OR PRIOR TO CLOSING.

ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.

NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO THE TITLE COMPANY, THIS EXCEPTION WILL BE DELETED. THE COMPANY RESERVES THE RIGHT TO EXCEPT ADDITIONAL ITEMS AND/OR MAKE ADDITIONAL REQUIREMENTS AFTER REVIEWING SAID SURVEY (NOT A SURVEY MATTER)

- c. THOSE LIENS CREATED AT CLOSING, IF ANY, PURSUANT TO LENDER INSTRUCTIONS. (NOT A SURVEY MATTER)

d. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT  
ENTITLED: BOUNDARY AGREEMENT  
DATED: DECEMBER 18, 2000  
EXECUTED BY: JUDDIE MAE JONES AND ANN WEAVER RECORDING DATE: JANUARY 16, 2001  
RECORDING NO: DOCUMENT NO. 2001007355, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS  
REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS. (SHOWN ON SURVEY)

e. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:  
GRANTED TO: BLUEBONNET ELECTRIC COOPERATIVE, INC.  
PURPOSE: EASEMENT  
RECORDING NO: VOLUME 12728, PAGE 351, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS  
(NO DESCRIPTION PROVIDED ON RECORD DOCUMENT - NOTED HERON)

f. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:  
GRANTED TO: LOWER COLORADO RIVER AUTHORITY  
PURPOSE: ELECTRIC TRANSMISSION  
RECORDING NO: VOLUME 634, PAGE 286, DEED RECORDS, TRAVIS COUNTY, TEXAS  
(SHOWN ON SURVEY)

g. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT  
ENTITLED: DEVELOPMENT AGREEMENT  
DATED: SEPTEMBER 20, 2017  
EXECUTED BY: JEFFERSON TRIANGLE MARINE, L.P. AND CITY OF MANOR, TEXAS  
RECORDING DATE: DECEMBER 15, 2017  
RECORDING NO: DOCUMENT NO. 2017197857, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AS AFFECTED BY FIRST AMENDMENT FILED DECEMBER 18, 2020, RECORDED IN DOCUMENT NO. 2020247239, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS

REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS (NOT A SURVEY MATTER)

h. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT  
ENTITLED: EASEMENT AGREEMENT  
DATED: MARCH 25, 2020  
EXECUTED BY: BLUEBONNET ELECTRIC COOPERATIVE, INC AND JEFFERSON TRIANGLE MARINE, LP  
RECORDING DATE: MAY 4, 2020  
RECORDING NO: DOCUMENT NO. 2020071567, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS

REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS (SHOWN ON SURVEY)

i. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT  
ENTITLED: TEMPORARY CONSTRUCTION EASEMENT  
DATED: FEBRUARY 5, 2021  
EXECUTED BY: JEFFERSON TRIANGLE MARINE, L.P. TO CITY OF MANOR  
RECORDING DATE: JANUARY 1, 2021  
RECORDING NO: DOCUMENT NO. 2021052198, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS

REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS (SHOWN ON SURVEY)

j. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:  
GRANTED TO: CITY OF MANOR  
PURPOSE: LIMITED PUBLIC UTILITY AND ACCESS EASEMENT  
RECORDING DATE: MARCH 11, 2021  
RECORDING NO: DOCUMENT NO. 2021052201, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS  
(SHOWN ON SURVEY)

- k. RIGHTS OF TENANTS IN POSSESSION, AS TENANTS ONLY, UNDER UNRECORDED LEASE AGREEMENTS (NOT A SURVEY MATTER)

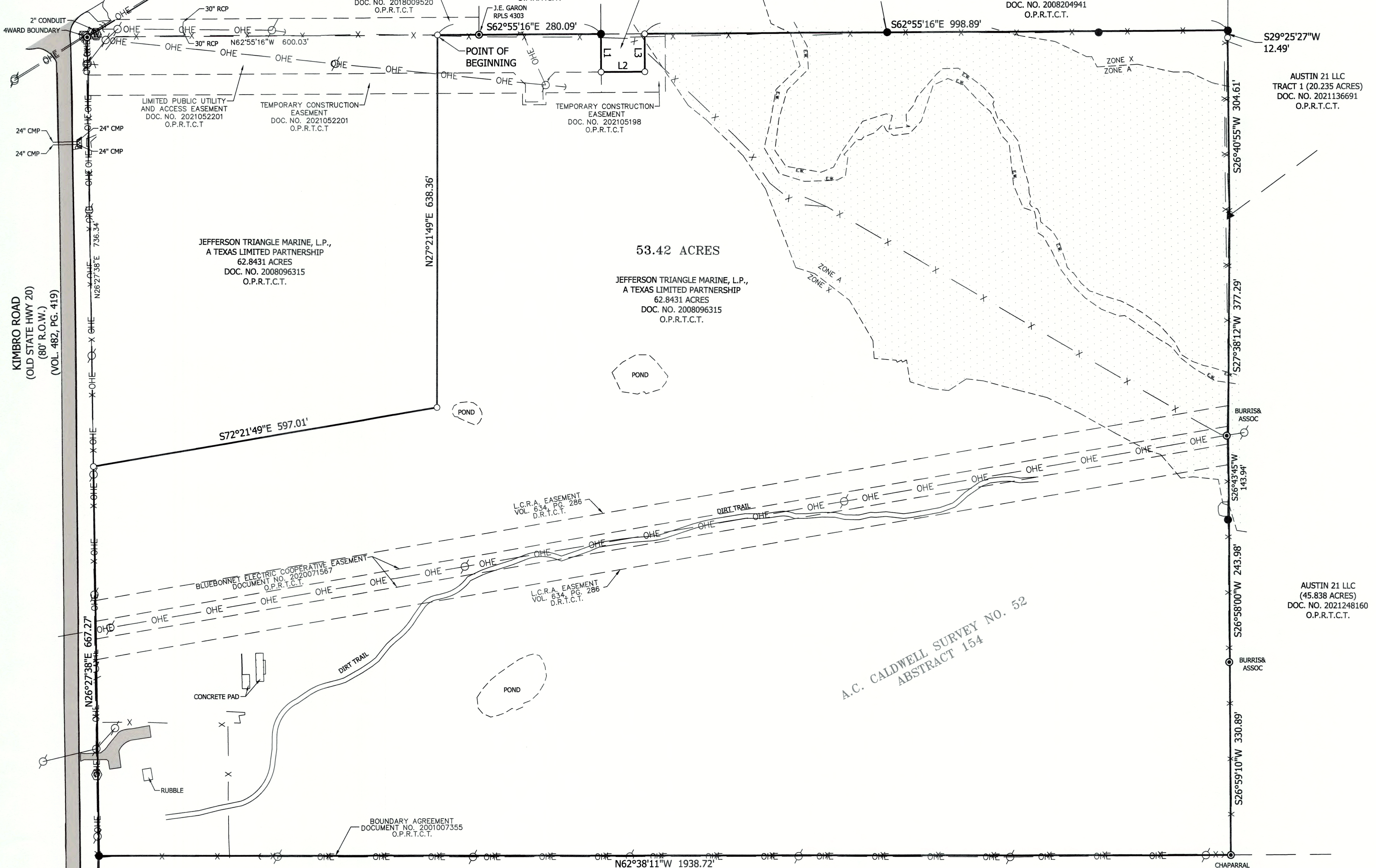
l. IF ANY PORTION OF THE PROPOSED LOAN AND/OR THE OWNER'S TITLE POLICY COVERAGE AMOUNT INCLUDES FUNDS FOR IMMEDIATELY CONTEMPLATED IMPROVEMENTS, THE FOLLOWING EXCEPTIONS WILL APPEAR IN SCHEDULE B OF ANY POLICY ISSUED AS INDICATED:

OWNER AND LOAN POLICY(ES): ANY AND ALL LIENS ARISING BY REASON OF UNPAID BILLS OR CLAIMS FOR WORK PERFORMED OR MATERIALS FURNISHED IN CONNECTION WITH IMPROVEMENTS PLACED, OR TO BE PLACED, UPON THE SUBJECT LAND. HOWEVER, THE COMPANY DOES INSURE THE INSURED AGAINST LOSS, IF ANY, SUSTAINED BY THE INSURED UNDER THIS POLICY IF SUCH LIENS HAVE BEEN FILED WITH THE COUNTY CLERK OF COUNTY, TEXAS, PRIOR TO THE DATE HEREOF.

OWNER POLICY(IES) ONLY: LIABILITY HEREUNDER AT THE DATE HEREOF IS LIMITED TO \$ 0.00. LIABILITY SHALL INCREASE AS CONTEMPLATED IMPROVEMENTS ARE MADE, SO THAT ANY LOSS PAYABLE HEREUNDER SHALL BE LIMITED TO SAID SUM PLUS THE AMOUNT ACTUALLY EXPENDED BY THE INSURED IN IMPROVEMENTS AT THE TIME THE LOSS OCCURS. ANY EXPENDITURES MADE FOR IMPROVEMENTS, SUBSEQUENT TO THE DATE OF THIS POLICY, WILL BE DEEMED MADE AS OF THE DATE OF THIS POLICY. IN NO EVENT SHALL THE LIABILITY OF THE COMPANY HEREUNDER EXCEED THE FACE AMOUNT OF THIS POLICY. NOTHING CONTAINED IN THIS PARAGRAPH SHALL BE CONSTRUED AS LIMITING ANY EXCEPTION OR ANY PRINTED PROVISION OF THIS POLICY.

LOAN POLICY(IES) ONLY: PENDING DISBURSEMENT OF THE FULL PROCEEDS OF THE LOAN SECURED BY THE LIEN INSTRUMENT SET FORTH UNDER SCHEDULE A HEREOF, THIS POLICY INSURES ONLY TO THE EXTENT OF THE AMOUNT ACTUALLY DISBURSED, BUT INCREASE AS EACH DISBURSEMENT IS MADE IN GOOD FAITH AND WITHOUT KNOWLEDGE OF ANY DEFECT IN, OR OBJECTIONS TO, THE TITLE UP TO THE FACE AMOUNT OF THE POLICY. NOTHING CONTAINED IN THIS PARAGRAPH SHALL BE CONSTRUED AS LIMITING ANY EXCEPTION UNDER SCHEDULE B, OR ANY PRINTED PROVISION OF THIS POLICY. (NOT A SURVEY MATTER)

m. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED. (NOT A SURVEY MATTER)



JEFFERSON TRIANGLE MARINE, L.P., A TEXAS LIMITED PARTNERSHIP 62.8431 ACRES DOC. NO. 2008096315 O.P.R.T.C.T.

JEFFERSON TRIANGLE MARINE, L.P., A TEXAS LIMITED PARTNERSHIP 62.8431 ACRES DOC. NO. 2008096315 O.P.R.T.C.T.

A.C. CALDWELL SURVEY NO. 52 ABSTRACT 154

HORSEFEATHERS FARM, INC (56.652 ACRES) DOC. NO. 2002187747 O.P.R.T.C.T.

- LEGEND**
- 1/2" REBAR FOUND (OR AS NOTED)
  - 1/2" REBAR WITH CAP FOUND (OR AS NOTED)
  - 1/2" REBAR WITH CAP SET (STAMPED "LSI SURVEY")
  - 60D NAIL FOUND (OR AS NOTED)
  - FENCE CORNER POST FOUND
  - CALCULATED POINT NOT SET
  - O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
  - D.R.T.C.T. DEED RECORDS OF TRAVIS COUNTY, TEXAS
  - P.R.T.C.T. PLAT RECORDS OF TRAVIS COUNTY, TEXAS
  - R.O.W. RIGHT-OF-WAY
  - P.U.E. PUBLIC UTILITY EASEMENT
  - E.P. EDGE OF PAVEMENT
  - E.W. EDGE OF WATER COURSES FROM RECORDS
  - GUY ANCHOR
  - OHE OVERHEAD ELECTRIC POWER POLE
  - SP SIGN POST SIGN
  - TJ TELEPHONE JUNCTION BOX
  - WM WATER METER
  - WV WATER VALVE
  - BWF BARB WIRE FENCE
  - FZ FLOOD ZONE
  - AP ASPHALT PAVING

GENERAL NOTES:

THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 - 2011 ADJUSTMENT), CENTRAL ZONE (4203).

DISTANCES AND AREAS SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00005359.

SOME FEATURES SHOWN HEREON MAY BE OUT OF SCALE FOR CLARITY.

DIMENSIONS AND AREAS OF STRUCTURES SHOWN HEREON ARE PER THE EXTERIOR FOOTPRINT AT GROUND LEVEL.

UTILITIES SHOWN HEREON ARE BASED ON ABOVE GROUND AND VISIBLE EVIDENCE. LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE. SURVEYOR DOES NOT CERTIFY TO THE LOCATION OF THE UNDERGROUND UTILITIES SHOWN HEREON. CONTRACTORS SHALL CONTACT APPROPRIATE UTILITY COMPANIES AND TEXAS 811 PRIOR TO EXCAVATION.

ALTA/NSPS LAND TITLE SURVEY CERTIFICATION:

TO JCI RESIDENTIAL, LLC AND FIDELITY NATIONAL TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7(a), 8, 9 & 13 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON MAY 19, 2021.

DATE OF PLAT OR MAP:



Frank W. Funk 3/29/2022  
REGISTERED PROFESSIONAL LAND SURVEYOR  
STATE OF TEXAS NO. 6803

2021 ALTA/NSPS TABLE A NOTES:

- ITEM 1: MONUMENTS FOUND OR SET AS SHOWN ON THE SURVEY.
- ITEM 2: NO ADDRESS DISCLOSED OR OBSERVED AT THE TIME OF THE SURVEY.
- ITEM 3: THE TRACT SHOWN HEREON APPEARS TO LIE WITHIN "X" AND "A" NO BASE ELEVATIONS DETERMINED, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, AS SHOWN ON MAP NO. 4853C0505H, DATED SEPTEMBER 26, 2008 AND MAP NO. 48453C0485J DATED AUGUST 18, 2014 FOR TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.
- ITEM 4: THE TOTAL AREA OF THE COMMITMENT PARCEL IS 53.42 ACRES MORE OR LESS.
- ITEM 7a. NO BUILDINGS WERE OBSERVED AT THE TIME OF THE SURVEY.
- ITEM 8: SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING THE SURVEY ARE AS SHOWN ON THE SURVEY.
- ITEM 9. NO PARKING SPACES WERE OBSERVED AT THE TIME OF THE SURVEY.
- ITEM 13. NAMES OF ADJOINING OWNERS ACCORDING TO PUBLIC RECORDS ARE AS SHOWN ON THE SURVEY.



ALTA SURVEY OF 53.42 ACRES OF LAND SITUATED IN THE A.C. CALDWELL SURVEY NO. 52 ABSTRACT 154, TRAVIS COUNTY, TEXAS AND BEING A PORTION OF A CALLED 62.8431 ACRE TRACT OF LAND DESCRIBED TO JEFFERSON TRIANGLE MARINE, L.P. IN DOCUMENT NO. 2008096315 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

REVISIONS	DESCRIPTION	DATE

PROJECT NAME: JTM OLD KIMBRO RD  
JOB NUMBER: 21-021  
DATE: 06/02/2021  
DRAWING FILE PATH: K:\21021 - JTM OLD KIMBRO RD\CADD\DWG\KIMBRO RD 53.42AC ALTA.DWG  
FIELDNOTE FILE PATH: K:\21021 - JTM OLD KIMBRO RD\REV\DESCRIPTIONS  
FILES: PFI, TECH, PFI, PART, CHIEF, JE  
CHECKED BY: PMS  
DRAWING NAME: OLD KIMBRO ROAD 53.42AC ALTA



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



## 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 Jefferson Triangle Marine, L.P. ("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, Local Gov't Code, requires the Parties to enter into a written agreement identifying a list of public services to be provided on 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 in compliance 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, Local 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 landowner 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.

(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]*



EXECUTED and AGREED to by the Parties this the 3<sup>rd</sup> day of August, 2022

ATTEST:

THE CITY OF AUSTON, TEXAS

  
Cynthia J. Adams, City Secretary

  
Dr. Christopher Adams, Mayor



LANDOWNER:

Garberon Transport Marine, L.P.

By:

John D. Reynolds

Title: VP. - General Counsel

Date: 6 3 2022

**Subject Property Description**

Tract One



10090 W Highway 29 | Liberty Hill, Texas 78642  
TBPELS Firm No. 10001800 | 512-238-7901 office

EXHIBIT " "

METES AND BOUNDS DESCRIPTION

BEING 9.38 ACRES OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154 IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 62.8431 ACRE TRACT OF LAND DESCRIBED IN GENERAL WARRANTY DEED TO JEFFERSON TRIANGLE MARINE, L.P. IN DOCUMENT NO. 2008096315 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2" rebar with cap stamped "4WARD BOUDARY" found for the Northwest corner of said 62.8431 acre tract and a common West corner of a called 4.382 acre tract of land described in a Warranty Deed With Vendor's Lien to Auspro Enterprises, L.P., recorded in Document No. 2019013915 of said O.P.R.T.C.T., also at the intersection of the existing Easterly right-of-way line of Kimbro Road (Old State Hwy 20 - 80' R.O.W.) and the existing Southerly right-of-way line of U.S. 290 (R.O.W. Varies);

**THENCE South 62°55'16" East** with the North line of said 62.8431 acre tract and the common South line of said 4.382 acre tract, a distance of **600.03** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set, from which a 1/2" rebar found for the Southeast corner of a called 1.00 acre tract of land described in a Warranty Deed to Francisco Ruiz and Sindy Silva, recorded in Document No. 2018008520 of said O.P.R.T.C.T. and the common Southwest corner of a called 5.565 acre tract of land described in a General Warranty Deed to Tani Investments, LLC, recorded in Document No. 2021257244 of said O.P.R.T.C.T., also being the common Northwest corner of a called 0.112 acre tract of land described in a Special Warranty Deed to City of Manor, recorded in Document No. 2021052804 of said O.P.R.T.C.T., bears South 62°55'16" East a distance of 280.09 feet;

**THENCE** over and across said 62.8431 acre tract, the following two (2) courses and distances:

1. **South 27°21'49" West** a distance of **638.36** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set; and



- 2. **North 72°21'49" West** a distance of **597.01** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set in the West line of said 62.8431 acre tract and the common existing Easterly right-of-way line of said Kimbro Road, from which a 1/2" rebar found for the Southwest corner of said 62.8431 acre tract and a common Northwest corner of a called 56.652 acre tract described in a General Warranty Deed to Horsefeathers Farm, Inc., recorded in Document No. 2002187747 of said O.P.R.T.C.T., also being in the common existing Easterly right-of-way line of said Kimbro Road, bears South 26°27'38" West a distance of 667.27 feet;

THENCE **North 26°27'38" East** with the West line of said 62.8431 acre tract and the common existing Easterly right-of-way line of said Kimbro Road, a distance of **736.34** feet to the **POINT OF BEGINNING** and containing 9.38 acres of land, more or less.

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00005359.

This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date. The field work was completed on May 19, 2021.

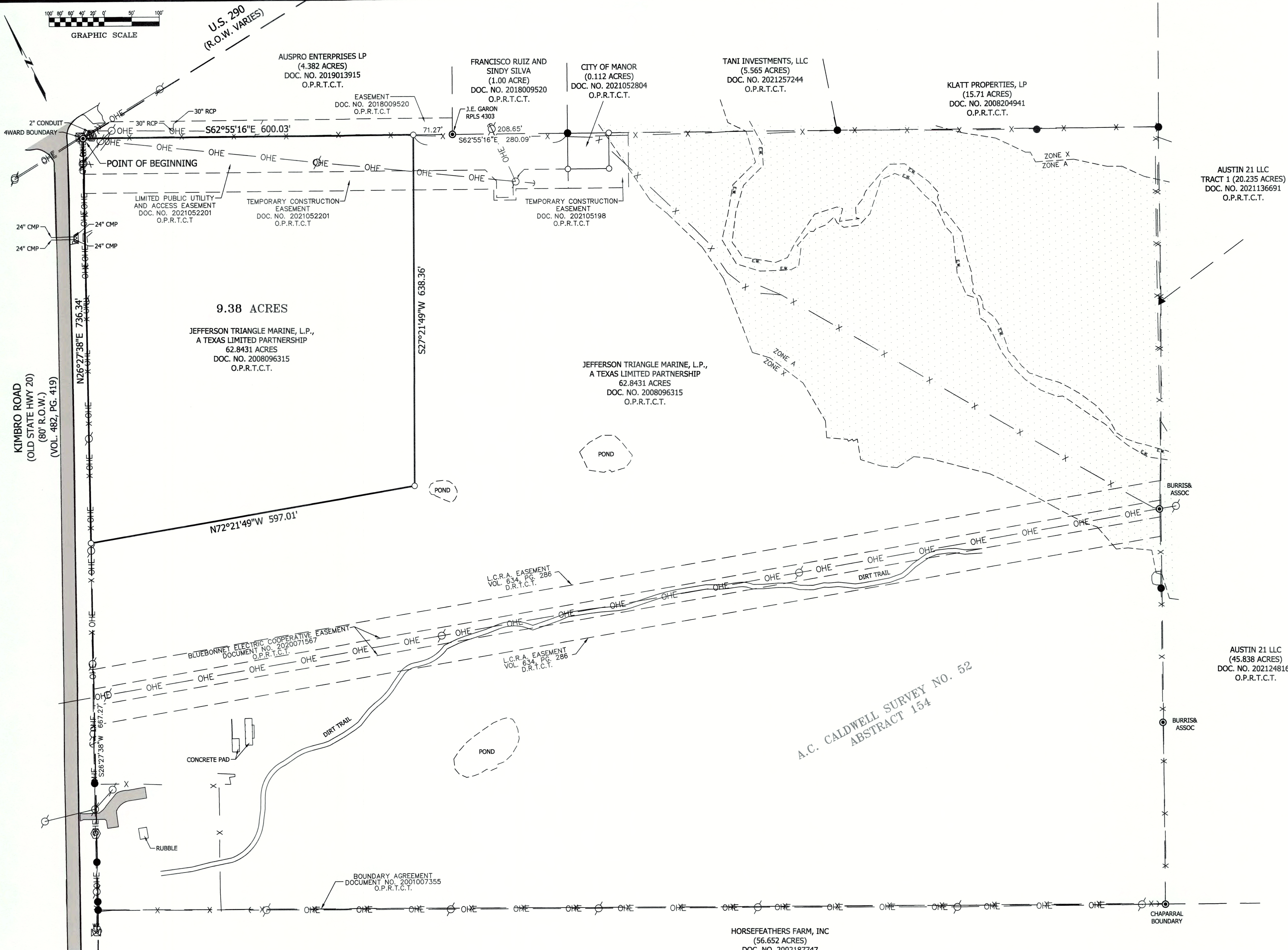
*Frank W. Funk* 3/29/2022  
 Frank W. Funk  
 Registered Professional Land Surveyor  
 State of Texas No. 6803



Job Number: 21-021  
 Attachments: KA21021 - JTM Old Kimbro Rd\CAD\DWGs\Old Kimbro Road 9.38ac ALTA.dwg







**LEGAL DESCRIPTION:**  
 IMPORTANT NOTE: THIS IS A PRELIMINARY DESCRIPTION OF PROPERTY, NOT TO BE CONSTRUED AS A PROPER DESCRIPTION OF PROPERTY, NOR SHOULD SAME BE CONSIDERED FOR LEGAL DOCUMENTATION. (SUBJECT TO REQUIREMENT ON SCHEDULE C)  
 BEING 26.4 ACRES OUT OF THE AC CALDWELL SURVEY 52, ABSTRACT NO. 154, TRAVIS COUNTY, TEXAS, BEING PART OF THAT CERTAIN 62.8431 ACRE TRACT CONVEYED TO JEFFERSON TRIANGLE MARINE, LP, FILED JUNE 9, 2008, RECORDED IN DOCUMENT NO. 2008096315, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.  
 NOTE: THE COMPANY IS PROHIBITED FROM INSURING THE AREA OR QUANTITY OF THE LAND DESCRIBED HEREIN. ANY STATEMENT IN THE ABOVE LEGAL DESCRIPTION OF THE AREA OR QUANTITY OF LAND IS NOT A REPRESENTATION THAT SUCH AREA OR QUANTITY IS CORRECT, BUT IS MADE ONLY FOR INFORMATIONAL AND/OR IDENTIFICATION PURPOSES AND DOES NOT OVERRIDE ITEM 2 OF SCHEDULE B HEREOF  
 COMMITMENT FOR TITLE INSURANCE PROVIDED BY:  
 CHICAGO TITLE INSURANCE COMPANY  
 COMMITMENT NO. 8000362100979  
 ISSUE DATE: SEPTEMBER 30, 2021  
 EFFECTIVE DATE: SEPTEMBER 20, 2021  
 ONLY THOSE ITEMS LISTED IN SCHEDULE B OF THE ABOVE REFERENCED COMMITMENT FOR TITLE INSURANCE WERE REVIEWED FOR THE PURPOSE OF THIS SURVEY. NO ADDITIONAL RESEARCH WAS PERFORMED BY THIS SURVEYOR. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS, OR OTHER ENCUMBRANCES WHICH AFFECT THIS SURVEY THAT ARE NOT KNOWN TO THIS SURVEYOR.  
 SCHEDULE B EXCEPTIONS:

- 10 a. RIGHTS OF PARTIES IN POSSESSION. (NOT A SURVEY MATTER)
- b. THE FOLLOWING EXCEPTION WILL APPEAR IN ANY POLICY ISSUED (OTHER THAN THE T-1R RESIDENTIAL OWNER POLICY OF TITLE INSURANCE AND THE T-2R SHORT-FORM RESIDENTIAL MORTGAGEE POLICY) IF THE COMPANY IS NOT PROVIDED A SURVEY OF THE LAND, ACCEPTABLE TO THE COMPANY, FOR REVIEW AT OR PRIOR TO CLOSING:  
  
 ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.  
  
 NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO THE TITLE COMPANY, THIS EXCEPTION WILL BE DELETED. THE COMPANY RESERVES THE RIGHT TO EXCEPT ADDITIONAL ITEMS AND/OR MAKE ADDITIONAL REQUIREMENTS AFTER REVIEWING SAID SURVEY (NOT A SURVEY MATTER)
- c. THOSE LIENS CREATED AT CLOSING, IF ANY, PURSUANT TO LENDER INSTRUCTIONS. (NOT A SURVEY MATTER)
- d. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT  
 ENTITLED: BOUNDARY AGREEMENT  
 DATED: DECEMBER 18, 2000  
 EXECUTED BY: JUDDIE MAE JONES AND ANN WEAVER RECORDING DATE: JANUARY 16, 2001  
 RECORDING NO: DOCUMENT NO. 2001007355, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS  
 REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS.  
 (SHOWN ON SURVEY)
- e. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:  
 GRANTED TO: BLUEBONNET ELECTRIC COOPERATIVE, INC.  
 PURPOSE: EASEMENT  
 RECORDING NO: VOLUME 12728, PAGE 351, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS  
 (NO DESCRIPTION PROVIDED IN RECORD DOCUMENT - NOTED HEREOF)
- f. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:  
 GRANTED TO: LOWER COLORADO RIVER AUTHORITY  
 PURPOSE: ELECTRIC TRANSMISSION  
 RECORDING NO: VOLUME 634, PAGE 286, DEED RECORDS, TRAVIS COUNTY, TEXAS  
 (SHOWN ON SURVEY)
- g. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT  
 ENTITLED: DEVELOPMENT AGREEMENT  
 DATED: SEPTEMBER 20, 2017  
 EXECUTED BY: JEFFERSON TRIANGLE MARINE, L.P. AND CITY OF MANOR, TEXAS  
 RECORDING DATE: DECEMBER 15, 2017  
 RECORDING NO: DOCUMENT NO. 2017197857, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AS AFFECTED BY FIRST AMENDMENT FILED DECEMBER 18, 2020, RECORDED IN DOCUMENT NO. 2020247239, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS  
  
 REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS  
 (NOT A SURVEY MATTER)
- h. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT  
 ENTITLED: EASEMENT AGREEMENT  
 DATED: MARCH 25, 2020  
 EXECUTED BY: BLUEBONNET ELECTRIC COOPERATIVE, INC AND JEFFERSON TRIANGLE MARINE, LP  
 RECORDING DATE: MAY 4, 2020  
 RECORDING NO: DOCUMENT NO. 2020071567, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS  
  
 REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS  
 (SHOWN ON SURVEY)
- i. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT  
 ENTITLED: TEMPORARY CONSTRUCTION EASEMENT  
 DATED: FEBRUARY 5, 2021  
 EXECUTED BY: JEFFERSON TRIANGLE MARINE, L.P. TO CITY OF MANOR  
 RECORDING DATE: JANUARY 1, 2021  
 RECORDING NO: DOCUMENT NO. 2021052198, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS  
  
 REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS  
 (SHOWN ON SURVEY)
- j. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:  
 GRANTED TO: CITY OF MANOR  
 PURPOSE: LIMITED PUBLIC UTILITY AND ACCESS EASEMENT  
 RECORDING DATE: MARCH 11, 2021  
 RECORDING NO: DOCUMENT NO. 2021052201, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS  
 (SHOWN ON SURVEY)
- k. RIGHTS OF TENANTS IN POSSESSION, AS TENANTS ONLY, UNDER UNRECORDED LEASE AGREEMENTS (NOT A SURVEY MATTER)
- l. IF ANY PORTION OF THE PROPOSED LOAN AND/OR THE OWNER'S TITLE POLICY COVERAGE AMOUNT INCLUDES FUNDS FOR IMMEDIATELY CONTEMPLATED IMPROVEMENTS, THE FOLLOWING EXCEPTIONS WILL APPEAR IN SCHEDULE B OF ANY POLICY ISSUED AS INDICATED:  
  
 OWNER AND LOAN POLICY(IES): ANY AND ALL LIENS ARISING BY REASON OF UNPAID BILLS OR CLAIMS FOR WORK PERFORMED OR MATERIALS FURNISHED IN CONNECTION WITH IMPROVEMENTS PLACED, OR TO BE PLACED, UPON THE SUBJECT LAND, HOWEVER, THE COMPANY DOES INSURE THE INSURED AGAINST LOSS, IF ANY, SUSTAINED BY THE INSURED UNDER THIS POLICY IF SUCH LIENS HAVE BEEN FILED WITH THE COUNTY CLERK OF COUNTY, TEXAS, PRIOR TO THE DATE HEREOF.  
  
 OWNER POLICY(IES) ONLY: LIABILITY HEREUNDER AT THE DATE HEREOF IS LIMITED TO \$ 0.00. LIABILITY SHALL INCREASE AS CONTEMPLATED IMPROVEMENTS ARE MADE, SO THAT ANY LOSS PAYABLE HEREUNDER SHALL BE LIMITED TO SAID SUM PLUS THE AMOUNT ACTUALLY EXPENDED BY THE INSURED IN IMPROVEMENTS AT THE TIME THE LOSS OCCURS. ANY EXPENDITURES MADE FOR IMPROVEMENTS, SUBSEQUENT TO THE DATE OF THIS POLICY, WILL BE DEEMED MADE AS OF THE DATE OF THIS POLICY. IN NO EVENT SHALL THE LIABILITY OF THE COMPANY HEREUNDER EXCEED THE FACE AMOUNT OF THIS POLICY. NOTHING CONTAINED IN THIS PARAGRAPH SHALL BE CONSTRUED AS LIMITING ANY EXCEPTION OR ANY PRINTED PROVISION OF THIS POLICY.  
  
 LOAN POLICY(IES) ONLY: PENDING DISBURSEMENT OF THE FULL PROCEEDS OF THE LOAN SECURED BY THE LIEN INSTRUMENT SET FORTH UNDER SCHEDULE A HEREOF, THIS POLICY INSURES ONLY TO THE EXTENT OF THE AMOUNT ACTUALLY DISBURSED, BUT INCREASE AS EACH DISBURSEMENT IS MADE IN GOOD FAITH AND WITHOUT KNOWLEDGE OF ANY DEFECT IN, OR OBJECTIONS TO, THE TITLE UP TO THE FACE AMOUNT OF THE POLICY. NOTHING CONTAINED IN THIS PARAGRAPH SHALL BE CONSTRUED AS LIMITING ANY EXCEPTION UNDER SCHEDULE B, OR ANY PRINTED PROVISION OF THIS POLICY. (NOT A SURVEY MATTER)
- m. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT, THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.  
 (NOT A SURVEY MATTER)

- LEGEND**
- 1/2" REBAR FOUND (OR AS NOTED)
  - 1/2" REBAR WITH CAP FOUND (OR AS NOTED)
  - ⊙ 1/2" REBAR WITH CAP SET (STAMPED "LSI SURVEY")
  - ▲ 60D NAIL FOUND (OR AS NOTED)
  - ⊕ FENCE CORNER POST FOUND
  - ⊖ CALCULATED POINT NOT SET
  - OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
  - DEED RECORDS OF TRAVIS COUNTY, TEXAS
  - PLAT RECORDS OF TRAVIS COUNTY, TEXAS
  - R.O.W. RIGHT-OF-WAY
  - P.U.E. PUBLIC UTILITY EASEMENT
  - E.P. EDGE OF PAVEMENT
  - E.W. EDGE OF WATER
  - COURSES FROM RECORDS
  - GUY ANCHOR
  - OHE OVERHEAD ELECTRIC POWER POLE
  - SIGN POST SIGN
  - TELEPHONE JUNCTION BOX
  - WATER METER
  - WATER VALVE
  - BARB WIRE FENCE
  - FLOOD ZONE
  - ASPHALT PAVING

**GENERAL NOTES:**  
 THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 - 2011 ADJUSTMENT), CENTRAL ZONE (4203).  
 DISTANCES AND AREAS SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00005359.  
 SOME FEATURES SHOWN HEREON MAY BE OUT OF SCALE FOR CLARITY.  
 DIMENSIONS AND AREAS OF STRUCTURES SHOWN HEREON ARE PER THE EXTERIOR FOOTPRINT AT GROUND LEVEL.  
 UTILITIES SHOWN HEREON ARE BASED ON ABOVE GROUND AND VISIBLE EVIDENCE. LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE. SURVEYOR DOES NOT CERTIFY TO THE LOCATION OF THE UNDERGROUND UTILITIES SHOWN HEREON. CONTRACTORS SHALL CONTACT APPROPRIATE UTILITY COMPANIES AND TEXAS 811 PRIOR TO EXCAVATION.  
 ALTA/NSPS LAND TITLE SURVEY CERTIFICATION:  
 TO JCI RESIDENTIAL, LLC AND FIDELITY NATIONAL TITLE INSURANCE COMPANY:  
 THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7(a), 8, 9 & 13 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON MAY 19, 2021.  
 DATE OF PLAT OR MAP: 3/29/2022

HORSEFEATHERS FARM, INC  
 (56.652 ACRES)  
 DOC. NO. 2002187747  
 O.P.R.T.C.T.

- 2021 ALTA/NSPS TABLE A NOTES:
- ITEM 1: MONUMENTS FOUND OR SET AS SHOWN ON THE SURVEY.
  - ITEM 2: NO ADDRESS DISCLOSED OR OBSERVED AT THE TIME OF THE SURVEY.
  - ITEM 3: THE TRACT SHOWN HEREON APPEARS TO LIE WITHIN ZONE "X" AND ZONE "A" NO BASE ELEVATIONS DETERMINED, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, AS SHOWN ON MAP NO. 4853C0505H, DATED SEPTEMBER 26, 2008 AND MAP NO. 48453C0485J DATED AUGUST 18, 2014 FOR TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.  
  
 THIS FLOOD PLAIN NOTE DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE; THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.
  - ITEM 4: THE TOTAL AREA OF THE COMMITMENT PARCEL IS 9.38 ACRES MORE OR LESS.
  - ITEM 7a. NO BUILDINGS WERE OBSERVED AT THE TIME OF THE SURVEY.
  - ITEM 8: SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING THE SURVEY ARE AS SHOWN ON THE SURVEY.
  - ITEM 9: NO PARKING SPACES WERE OBSERVED AT THE TIME OF THE SURVEY.
  - ITEM 13. NAMES OF ADJOINING OWNERS ACCORDING TO PUBLIC RECORDS ARE AS SHOWN ON THE SURVEY.



Frank W. Funk  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 STATE OF TEXAS NO. 6803



ALTA SURVEY OF 9.38 ACRES OF LAND  
 SITUATED IN THE A.C. CALDWELL SURVEY NO. 52 ABSTRACT 154, TRAVIS COUNTY,  
 TEXAS AND BEING A PORTION OF A CALLED 62.8431 ACRE TRACT OF LAND DESCRIBED  
 TO JEFFERSON TRIANGLE MARINE, L.P. IN DOCUMENT NO. 2008096315  
 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

REVISIONS	DESCRIPTION	DATE

PROJECT NAME: JTM OLD KIMBRO RD  
 JOB NUMBER: 21-021  
 DATE: 05/02/2021  
 DRAWING FILE PATH: K20201 - JTM OLD KIMBRO RD  
 PLOT FILE PATH: K20201 - JTM OLD KIMBRO RD  
 PUBLISH FILE PATH: K217021 - JTM OLD KIMBRO RD DESCRIPTIONS  
 PLOTTING FILE PATH: K217021 - JTM OLD KIMBRO RD DESCRIPTIONS  
 CHECKED BY: HAS FIELDBOOK: 362

DRAWING NAME: OLD KIMBRO ROAD 9.38AC ALTA  
 SHEET 01 of 01



Tract Two



10090 W Highway 29 | Liberty Hill, Texas 78642  
TBPELS Firm No. 10001800 | 512-238-7901 office

EXHIBIT " "

METES AND BOUNDS DESCRIPTION

BEING 53.42 ACRES OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154 IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 62.8431 ACRE TRACT OF LAND DESCRIBED IN GENERAL WARRANTY DEED TO JEFFERSON TRIANGLE MARINE, L.P. IN DOCUMENT NO. 2008096315 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2" rebar with cap stamped "LSI SURVEY" set in the North line of said 62.8431 acre tract and the common South line of a called 4.382 acre tract of land described in a Warranty Deed With Vendor's Lien to Auspro Enterprises, L.P., recorded in Document No. 2019013915 of said O.P.R.T.C.T., from which a 1/2" rebar with cap stamped "4WARD BOUNDARY" found for the Northwest corner of said 62.8431 acre tract and a common West corner of said 4.382 acre tract, also at the intersection of the existing Easterly right-of-way line of Kimbro Road (Old State Hwy 20 - 80' R.O.W.) and the existing Southerly right-of-way line of U.S. 290 (R.O.W. Varies), bears North 62°55'16" West a distance of 600.03 feet;

**THENCE South 62°55'16" East** with the North line of said 62.8431 acre tract and the common South line of said 4.382 acre tract, and continuing with the common South line of a called 1.00 acre tract of land described in a Warranty Deed to Francisco Ruiz and Sindy Silva, recorded in Document No. 2018008520 of said O.P.R.T.C.T., a distance of **280.09** feet to a 1/2" rebar found for the Southeast corner of said 1.00 acre tract and the common Southwest corner of a called 5.565 acre tract of land described in a General Warranty Deed to Tani Investments, LLC, recorded in Document No. 2021257244 of said O.P.R.T.C.T., also being the Northwest corner of a called 0.112 acre tract of land described in a Special Warranty Deed to City of Manor, recorded in Document No. 2021052804 of said O.P.R.T.C.T. and a common corner of said 62.8431 acre tract;

**THENCE** with a Northerly line of said 62.8431 acre tract and a common line of said 0.112 acre tract, the following three (3) courses and distances:

- 1. **South 27°04'44" West** a distance of **65.00** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set;



2. **South 62°55'16" East** a distance of **75.00** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set; and
3. **North 27°04'44" East** a distance of **65.00** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set for the Northeast corner of said 0.112 acre tract and a common corner of said 62.8431 acre tract, also being in the South line of said 5.565 acre tract;

THENCE **South 62°55'16" East** with the North line of said 62.8431 acre tract and the common South line of said 5.565 acre tract, and continuing with the common South line of a called 15.71 acre tract of land described in a Warranty Deed to Klatt Properties, LP, recorded in Document No. 2008204941 of said O.P.R.T.C.T., a distance of **998.89** feet to a 1/2" rebar found for the Northeast corner of said 62.8431 acre tract and the common Southeast corner of said 15.71 acre tract, also being in the West line of a called 20.235 acre tract of land described as Tract 1 in a General Warranty Deed to Austin 21 LLC, recorded in Document No. 2021136691 of said O.P.R.T.C.T.;

THENCE with the East line of said 62.8431 acre tract and the common West line of said 20.235 acre tract, the following two (2) courses and distances:

1. **South 29°25'27" West** a distance of **12.49** feet to a 1/2" rebar with cap stamped "LSI SURVEY" set; and
2. **South 26°40'55" West** a distance of **304.61** feet to a 60d Nail found in a Mesquite tree for the Southwest corner of said 20.235 acre tract and the Northwest corner of a called 45.838 acre tract of land described in a General Warranty Deed With Vendor's Lien to Austin 21 LLC, recorded in Document No. 2021248160 of said O.P.R.T.C.T.;

THENCE with the East line of said 62.8431 acre tract and the common West line of said 45.838 acre tract, the following four (4) courses and distances:

1. **South 27°38'12" West** a distance of **377.29** feet to a 1/2" rebar with cap stamped "BURRIS&ASSOC" found;
2. **South 26°43'45" West** a distance of **143.94** feet to a 1/2" rebar found;
3. **South 26°58'00" West** a distance of **243.98** feet to a 1/2" rebar with cap stamped "BURRIS&ASSOC" found; and
4. **South 26°59'10" West** a distance of **330.89** feet to a 1/2" rebar with cap stamped "CHAPARRAL BOUNDARY" found for the Southeast corner of said 62.8431 acre tract and the common Southwest corner of said 45.838 acre tract, also being in the North line of a called 56.652 acre tract described in a General Warranty Deed to Horsefeathers Farm, Inc., recorded in Document No. 2002187747 of said O.P.R.T.C.T.;

THENCE **North 62°38'11" West** with the South line of said 62.8431 acre tract and the common North line of said 56.652 acre tract, a distance of **1,938.72** feet to a 1/2" rebar found for the Southwest corner of said 62.8431 acre tract and the common Northwest corner of said 56.652 acre tract, and being in the existing Easterly right-of-way line of said Kimbro Road;



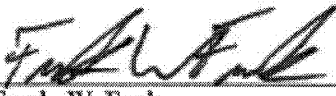
THENCE North 26°27'38" East with the West line of said 62.8431 acre tract and the common existing Easterly right-of-way line of said Kimbro Road, a distance of 667.27 feet to a 1/2" rebar with cap stamped "LSI SURVEY" set, from which a 1/2" rebar with cap stamped "4WARD BOUNDARY" found for the Northwest corner of said 62.8431 acre tract and a common West corner of said 4.382 acre tract, also at the intersection of the existing Easterly right-of-way line of Kimbro Road (Old State Hwy 20 - 80' R.O.W.) and the existing Southerly right-of-way line of U.S. 290 (R.O.W. Varies), bears North 26°27'38" East a distance of 736.34 feet;

THENCE over and across said 62.8431 acre tract, the following two (2) courses and distances:

1. South 72°21'49" East a distance of 597.01 feet to a 1/2" rebar with cap stamped "LSI SURVEY" set; and
2. North 27°21'49" East a distance of 638.36 feet to the POINT OF BEGINNING and containing 53.42 acres of land, more or less.

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00005359.

This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date. The field work was completed on May 19, 2021.

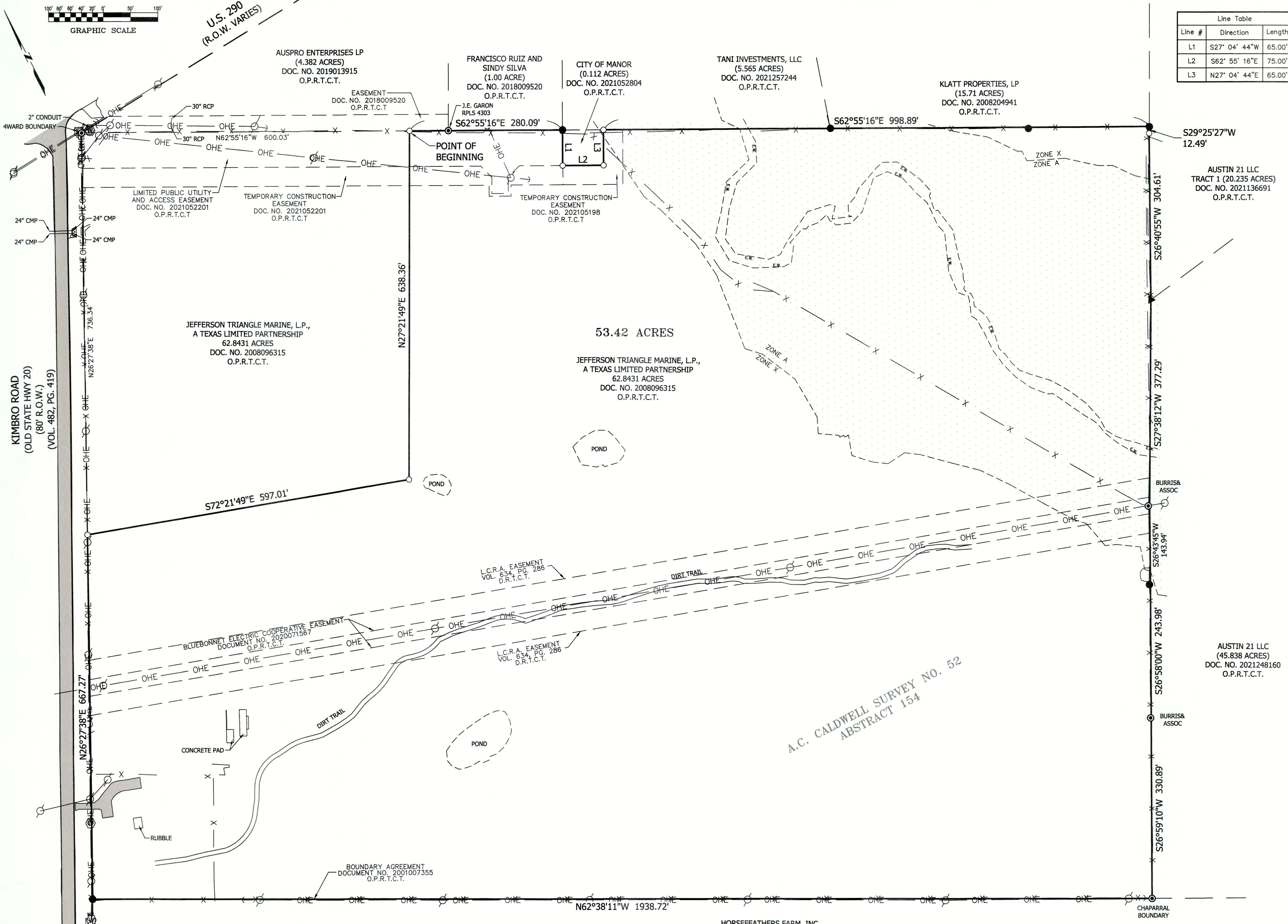
 3/29/2022  
 Frank. W. Funk  
 Registered Professional Land Surveyor  
 State of Texas No. 6803



Job Number: 21-021  
 Attachments: E:\21021 - JTM Old Kimbro Rd\CAD\DWG\Old Kimbro Road 53.42ac ALTA.dwg







Line #	Direction	Length
L1	S27° 04' 44" W	65.00'
L2	S62° 55' 16" E	75.00'
L3	N27° 04' 44" E	65.00'

**LEGAL DESCRIPTION:**  
 IMPORTANT NOTE: THIS IS A PRELIMINARY DESCRIPTION OF PROPERTY, NOT TO BE CONSTRUED AS A PROPER DESCRIPTION OF PROPERTY, NOR SHOULD SAME BE CONSIDERED FOR LEGAL DOCUMENTATION. (SUBJECT TO REQUIREMENT ON SCHEDULE C)  
 BEING 26.4 ACRES OUT OF THE AC CALDWELL SURVEY 52, ABSTRACT NO. 154, TRAVIS COUNTY, TEXAS, BEING PART OF THAT CERTAIN 62.8431 ACRE TRACT CONVEYED TO JEFFERSON TRIANGLE MARINE, LP, FILED JUNE 9, 2008, RECORDED IN DOCUMENT NO. 2008096315, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.  
 NOTE: THE COMPANY IS PROHIBITED FROM INSURING THE AREA OR QUANTITY OF THE LAND DESCRIBED HEREIN. ANY STATEMENT IN THE ABOVE LEGAL DESCRIPTION OF THE AREA OR QUANTITY OF LAND IS NOT A REPRESENTATION THAT SUCH AREA OR QUANTITY IS CORRECT, BUT IS MADE ONLY FOR INFORMATIONAL AND/OR IDENTIFICATION PURPOSES AND DOES NOT OVERRIDE ITEM 2 OF SCHEDULE B HEREOF

COMMITMENT FOR TITLE INSURANCE PROVIDED BY:  
 CHICAGO TITLE INSURANCE COMPANY  
 COMMITMENT NO. 8000362100979  
 ISSUE DATE: SEPTEMBER 30, 2021  
 EFFECTIVE DATE: SEPTEMBER 20, 2021  
 ONLY THOSE ITEMS LISTED IN SCHEDULE B OF THE ABOVE REFERENCED COMMITMENT FOR TITLE INSURANCE WERE REVIEWED FOR THE PURPOSE OF THIS SURVEY. NO ADDITIONAL RESEARCH WAS PERFORMED BY THIS SURVEYOR. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS, OR OTHER ENCUMBRANCES WHICH AFFECT THIS SURVEY THAT ARE NOT KNOWN TO THIS SURVEYOR.

SCHEDULE B EXCEPTIONS:

- a. RIGHTS OF PARTIES IN POSSESSION. (NOT A SURVEY MATTER)
- b. THE FOLLOWING EXCEPTION WILL APPEAR IN ANY POLICY ISSUED (OTHER THAN THE T-1R RESIDENTIAL OWNER POLICY OF TITLE INSURANCE AND THE T-2R SHORT-FORM RESIDENTIAL MORTGAGEE POLICY) IF THE COMPANY IS NOT PROVIDED A SURVEY OF THE LAND, ACCEPTABLE TO THE COMPANY, FOR REVIEW AT OR PRIOR TO CLOSING.  
 ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.  
 NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO THE TITLE COMPANY, THIS EXCEPTION WILL BE DELETED. THE COMPANY RESERVES THE RIGHT TO EXCEPT ADDITIONAL ITEMS AND/OR MAKE ADDITIONAL REQUIREMENTS AFTER REVIEWING SAID SURVEY (NOT A SURVEY MATTER)
- c. THOSE LIENS CREATED AT CLOSING, IF ANY, PURSUANT TO LENDER INSTRUCTIONS. (NOT A SURVEY MATTER)
- d. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT  
 ENTITLED: BOUNDARY AGREEMENT  
 DATED: DECEMBER 18, 2000  
 EXECUTED BY: JUDDIE MAE JONES AND ANN WEAVER RECORDING DATE: JANUARY 16, 2001  
 RECORDING NO: DOCUMENT NO. 2001007355, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS  
 REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS.  
 (SHOWN ON SURVEY)
- e. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:  
 GRANTED TO: BLUEBONNET ELECTRIC COOPERATIVE, INC.  
 PURPOSE: EASEMENT  
 RECORDING NO: VOLUME 12728, PAGE 351, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS  
 (NO DESCRIPTION PROVIDED ON RECORD DOCUMENT - NOTED HEREOF)
- f. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:  
 GRANTED TO: LOWER COLORADO RIVER AUTHORITY  
 PURPOSE: ELECTRIC TRANSMISSION  
 RECORDING NO: VOLUME 634, PAGE 286, DEED RECORDS, TRAVIS COUNTY, TEXAS  
 (SHOWN ON SURVEY)
- g. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT  
 ENTITLED: DEVELOPMENT AGREEMENT  
 DATED: SEPTEMBER 20, 2017  
 EXECUTED BY: JEFFERSON TRIANGLE MARINE, L.P. AND CITY OF MANOR, TEXAS  
 RECORDING DATE: DECEMBER 15, 2017  
 RECORDING NO: DOCUMENT NO. 2017197857, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AS AFFECTED BY FIRST AMENDMENT FILED DECEMBER 18, 2020, RECORDED IN DOCUMENT NO. 2020247239, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS  
 REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS  
 (NOT A SURVEY MATTER)
- h. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT  
 ENTITLED: EASEMENT AGREEMENT  
 DATED: MARCH 25, 2020  
 EXECUTED BY: BLUEBONNET ELECTRIC COOPERATIVE, INC AND JEFFERSON TRIANGLE MARINE, LP  
 RECORDING DATE: MAY 4, 2020  
 RECORDING NO: DOCUMENT NO. 2020071567, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS  
 REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS  
 (SHOWN ON SURVEY)
- i. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT  
 ENTITLED: TEMPORARY CONSTRUCTION EASEMENT  
 DATED: FEBRUARY 5, 2021  
 EXECUTED BY: JEFFERSON TRIANGLE MARINE, L.P. TO CITY OF MANOR  
 RECORDING DATE: JANUARY 1, 2021  
 RECORDING NO: DOCUMENT NO. 2021052198, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS  
 REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS  
 (SHOWN ON SURVEY)
- j. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:  
 GRANTED TO: CITY OF MANOR  
 PURPOSE: LIMITED PUBLIC UTILITY AND ACCESS EASEMENT  
 RECORDING DATE: MARCH 11, 2021  
 RECORDING NO: DOCUMENT NO. 2021052201, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS  
 (SHOWN ON SURVEY)
- k. RIGHTS OF TENANTS IN POSSESSION, AS TENANTS ONLY, UNDER UNRECORDED LEASE AGREEMENTS (NOT A SURVEY MATTER)

- LEGEND**
- 1/2" REBAR FOUND (OR AS NOTED)
  - 1/2" REBAR WITH CAP FOUND (OR AS NOTED)
  - 1/2" REBAR WITH CAP SET (STAMPED "LSI SURVEY")
  - △ 60D NAIL FOUND (OR AS NOTED)
  - △ FENCE CORNER POST FOUND
  - △ CALCULATED POINT NOT SET
  - O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
  - D.R.T.C.T. DEED RECORDS OF TRAVIS COUNTY, TEXAS
  - P.R.T.C.T. PLAT RECORDS OF TRAVIS COUNTY, TEXAS
  - R.O.W. RIGHT-OF-WAY
  - P.U.E. PUBLIC UTILITY EASEMENT
  - E.P. EDGE OF PAVEMENT
  - E.W. EDGE OF WATER COURSES FROM RECORDS
  - GUY ANCHOR
  - OHE OVERHEAD ELECTRIC POWER POLE
  - SIGN POST SIGN
  - TELEPHONE JUNCTION BOX
  - WATER METER
  - WATER VALVE
  - BARB WIRE FENCE
  - FLOOD ZONE
  - ASPHALT PAVING

**GENERAL NOTES:**  
 THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 - 2011 ADJUSTMENT), CENTRAL ZONE (4203).  
 DISTANCES AND AREAS SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00005359.  
 SOME FEATURES SHOWN HEREON MAY BE OUT OF SCALE FOR CLARITY.  
 DIMENSIONS AND AREAS OF STRUCTURES SHOWN HEREON ARE PER THE EXTERIOR FOOTPRINT AT GROUND LEVEL.  
 UTILITIES SHOWN HEREON ARE BASED ON ABOVE GROUND AND VISIBLE EVIDENCE. LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE. SURVEYOR DOES NOT CERTIFY TO THE LOCATION OF THE UNDERGROUND UTILITIES SHOWN HEREON. CONTRACTORS SHALL CONTACT APPROPRIATE UTILITY COMPANIES AND TEXAS 811 PRIOR TO EXCAVATION.

ALTA/NSPS LAND TITLE SURVEY CERTIFICATION:  
 TO JCI RESIDENTIAL, LLC AND FIDELITY NATIONAL TITLE INSURANCE COMPANY:  
 THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7(a), 8, 9 & 13 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON MAY 19, 2021.  
 DATE OF PLAT OR MAP:



FRANK W. FUNK  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 STATE OF TEXAS NO. 6803

- 2021 ALTA/NSPS TABLE A NOTES:
- ITEM 1: MONUMENTS FOUND OR SET AS SHOWN ON THE SURVEY.
  - ITEM 2: NO ADDRESS DISCLOSED OR OBSERVED AT THE TIME OF THE SURVEY.
  - ITEM 3: THE TRACT SHOWN HEREON APPEARS TO LIE WITHIN "X" AND "A" NO BASE ELEVATIONS DETERMINED, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, AS SHOWN ON MAP NO. 4853C0505H, DATED SEPTEMBER 26, 2008 AND MAP NO. 48453C0485J DATED AUGUST 18, 2014 FOR TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.  
 THIS FLOOD PLAIN NOTE DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.
  - ITEM 4: THE TOTAL AREA OF THE COMMITMENT PARCEL IS 53.42 ACRES MORE OR LESS.
  - ITEM 7a. NO BUILDINGS WERE OBSERVED AT THE TIME OF THE SURVEY.
  - ITEM 8: SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING THE SURVEY ARE AS SHOWN ON THE SURVEY.
  - ITEM 9. NO PARKING SPACES WERE OBSERVED AT THE TIME OF THE SURVEY.
  - ITEM 13. NAMES OF ADJOINING OWNERS ACCORDING TO PUBLIC RECORDS ARE AS SHOWN ON THE SURVEY.



ALTA SURVEY OF 53.42 ACRES OF LAND  
 SITUATED IN THE A.C. CALDWELL SURVEY NO. 52 ABSTRACT 154, TRAVIS COUNTY,  
 TEXAS AND BEING A PORTION OF A CALLED 62.8431 ACRE TRACT OF LAND DESCRIBED  
 TO JEFFERSON TRIANGLE MARINE, LP. IN DOCUMENT NO. 2008096315  
 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

REVISIONS	DESCRIPTION	DATE

PROJECT NAME: JTM OLD KIMBRO RD  
 JOB NUMBER: 21-021  
 DATE: 06/02/2021  
 DRAWING FILE PATH: K:\21021 - JTM OLD KIMBRO RD\CADD\DWG\KIMBRO ROAD S3 42AC ALTA.DWG  
 FIELDNOTE FILE PATH: K:\21021 - JTM OLD KIMBRO RD\REV\REV\KIMBRO ROAD S3 42AC ALTA.DWG  
 KIMBRO REV\REV\KIMBRO ROAD S3 42AC ALTA.DWG  
 PLS: FRP | TECH: JFM | EARTHCHIEF: JE  
 CHECKED BY: PMS | FILED BY: JAZZ

DRAWING NAME:  
 OLD KIMBRO ROAD  
 53.42AC ALTA

SHEET  
 01 of 01



**Certificate Of Completion**

Envelope Id: BDD3F1C14AA04078A6568BFE957EACD3	Status: Completed
Subject: Complete with DocuSign: 23-1-10 Agenda Request-ITEM#20-Annexation_portion of Kimbro Road by the...	
Source Envelope:	
Document Pages: 42	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Kimberly Guerra
Time Zone: (UTC-06:00) Central Time (US & Canada)	11493 Sunset Hills Rd
	Reston, VA 20190
	Kimberly.Guerra@traviscountytexas.gov
	IP Address: 198.214.211.102

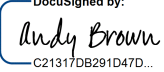
**Record Tracking**

Status: Original 1/30/2023 10:20:24 AM	Holder: Kimberly Guerra Kimberly.Guerra@traviscountytexas.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Travis County TNR – Transportation and Natural Resources Main	Location: DocuSign

**Signer Events**

Andy Brown  
Andy.Brown@traviscountytexas.gov  
County Judge  
Travis County  
Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
C21317DB291D47D...  
Signature Adoption: Pre-selected Style  
Using IP Address: 162.89.0.107  
Signed using mobile

**Timestamp**

Sent: 1/30/2023 10:30:55 AM  
Resent: 1/31/2023 3:17:43 PM  
Viewed: 2/3/2023 3:51:54 PM  
Signed: 2/3/2023 3:52:07 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 11/25/2020 10:06:41 AM  
ID: 4f30a04f-86cb-42e7-8faf-a485d236c149

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

Kate Garza  
kate.garza@traviscountytexas.gov  
Chief of Staff  
Travis County  
Security Level: Email, Account Authentication (None)

  
Using IP Address: 198.214.211.101

Sent: 1/30/2023 10:23:06 AM  
Viewed: 1/30/2023 10:30:55 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 8/10/2021 2:29:41 PM  
ID: 3806691b-9d59-4d3f-8f36-7acfe7d5da81

**Carbon Copy Events**

**Status**

**Timestamp**

David Hunter  
David.Hunter@traviscountytexas.gov  
Security Level: Email, Account Authentication (None)



Sent: 2/3/2023 3:52:10 PM  
Viewed: 2/3/2023 4:14:05 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Gillian Porter Gillian.Porter2@traviscountytx.gov County Commissioners Court Specialist Travis County Clerk Security Level: Email, Account Authentication (None)	COPIED	Sent: 2/3/2023 3:52:10 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 8/4/2021 6:53:37 AM ID: 1a50c710-31c1-4420-b7e4-506270bf7804		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/30/2023 10:23:06 AM
Certified Delivered	Security Checked	2/3/2023 3:51:54 PM
Signing Complete	Security Checked	2/3/2023 3:52:07 PM
Completed	Security Checked	2/3/2023 3:52:10 PM

Payment Events	Status	Timestamps
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**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Carahsoft OBO Travis County TNR – Transportation and Natural Resources Main (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**



Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Carahsoft OBO Travis County TNR – Transportation and Natural Resources Main:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [jesse.valdez@traviscountytexas.gov](mailto:jesse.valdez@traviscountytexas.gov)

**To advise Carahsoft OBO Travis County TNR – Transportation and Natural Resources Main of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [jesse.valdez@traviscountytexas.gov](mailto:jesse.valdez@traviscountytexas.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from Carahsoft OBO Travis County TNR – Transportation and Natural Resources Main**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [jesse.valdez@traviscountytexas.gov](mailto:jesse.valdez@traviscountytexas.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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