

City of Killeen

Agenda

Killeen Public Facility Corporation

Tuesday, January 23, 2024

5:00 PM

City Hall
Council Chambers
101 N. College Street
Killeen, Texas 76541

Call to Order

Roll Call

Directors

- | | |
|--|---|
| <input type="checkbox"/> Debbie Nash-King, Mayor | <input type="checkbox"/> Nina Cobb |
| <input type="checkbox"/> Riakos Adams | <input type="checkbox"/> Jessica Gonzalez |
| <input type="checkbox"/> Ramon Alvarez | <input type="checkbox"/> Jose Segarra |
| <input type="checkbox"/> Michael Boyd | <input type="checkbox"/> Joseph Solomon |

City Staff

- Kent Cagle, Assistant Secretary
- Holli Clements, City Attorney
- Laura Calcote, Secretary
- Judith Tangalin, Treasurer

Approval of Agenda

Citizen Comments

This section allows members of the public to address the Board regarding any item(s), other than a public hearing item, on the agenda for the Board's consideration. Each person shall sign up in advance, may speak only one time, and such address shall be limited to four (4) minutes. A majority of the Board is required for any time extensions. The Board shall have one (1) minute to respond to citizen comments with a statement or explanation without engaging in dialogue.

Agenda Items

[PFC-24-1](#)

Consider granting three permanent utility easements across the Killeen Public Facility Corporation's property located along W.S. Young Drive to the City of Killeen.

- Attachments:** [UEA - 4291 SF Tank Destroyer Apts](#)
[UEA - 7689 SF Tank Destroyer Apts](#)
[UEA - 1.513 ac Tank Destroyer Apts](#)

Adjournment

I certify that the above notice of meeting was posted on the Internet and on the bulletin board at Killeen City Hall on or before 5:00 p.m. on January 19, 2024.

Laura J. Calcote, City Secretary

The public is hereby informed that notices for City of Killeen meetings will no longer distinguish between matters to be discussed in open or closed session of a meeting. This practice is in accordance with rulings by the Texas Attorney General that, under the Texas Open Meetings Act, the City Council may convene a closed session to discuss any matter listed on the agenda, without prior or further notice, if the matter is one that the Open Meetings Act allows to be discussed in a closed session.

This meeting is being conducted in accordance with the Texas Open Meetings Law [V.T.C.A., Government Code, § 551.001 et seq.]. This meeting is being conducted in accordance with the Americans with Disabilities Act [42 USC 12101 (1991)]. The facility is wheelchair accessible and handicap parking is available. Requests for sign interpretive services are available upon requests received at least 48 hours prior to the meeting. To make arrangements for those services, please call 254-501-7700, City Manager's Office, or TDD 1-800-734-2989.



City of Killeen

Staff Report

File Number: PFC-24-1

Consider granting three permanent utility easements across the Killeen Public Facility Corporation's property located along W.S. Young Drive to the City of Killeen.

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

THE STATE OF TEXAS §
 §
COUNTY OF BELL §

UTILITY EASEMENT AGREEMENT

1. **Grant of Easement.** That Killeen Public Facility Corporation, a Texas public facility corporation (“Grantor”) for the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is acknowledged, by the City of Killeen, Texas acting by and through its City Manager (“Grantee”), does hereby grant, sell, and convey unto Grantee an easement (the “Easement”) upon and across the herein described property of the Grantor located in the City of Killeen, Bell County, Texas. Said property and easement are more fully described in Exhibit "A", attached hereto and incorporated herein for all intents and purposes (the “Easement Area”) and is a portion of the dominant tenement.

2. **Character of Easement.** The Easement granted herein is appurtenant to the dominant tenement.

3. **Purpose of Easement.** The easement, rights, and privileges herein granted shall be used solely for the lawful construction, installation, maintenance, operation, repair, replacement and use of utility systems and necessary appurtenances within the Easement Area, and for providing pedestrian and vehicular ingress and egress within the Easement Area as necessary for said activities. In installing, repairing or maintaining the facilities within the Easement Area, Grantee expressly agrees that it will, at its sole cost and expense, (a) repair or cause to be repaired any and all damages to Grantor's property, including, but not limited to, the Easement Area, caused by any activities of Grantee or its employees, agents, contractors or subcontractors, on the Easement Area or any other portion of Grantor's property, and (b) restore any affected portion of Grantor's property, including, but not limited to, the Easement Area, to substantially the same condition as that which existed prior to any such activities, provided however Grantee shall not be required to restore or repair any buildings or structures on the Easement Area damaged or destroyed by Grantee or its employees, agents, contractors or subcontractors. In performing any use or construction activities for which Grantee is entitled to take hereunder, Grantee shall use reasonable efforts and shall cause its agents, contractors, employees, and assigns to use reasonable efforts to not interfere with Grantor's use and enjoyment of Grantor's adjoining property.

4. **Duration.** The easement, rights, and privileges herein granted shall be perpetual, provided however, that in the event Grantee or its successors and assigns abandon or terminate their use of the Easement Area for a period of twenty-four (24) consecutive months, this Utility Easement Agreement, the Easement and all rights granted hereunder shall terminate and revert back to Grantor. Grantor hereby binds himself, his heirs, and legal representatives, to warrant and forever defend the above-described easement and rights unto Grantee, its successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

5. **Non-Exclusiveness of Easement.** The easement shall be non-exclusive. So long as any further conveyance is subject to the easement granted herein and does not interfere with or interrupt the use of the Easement Area by Grantee, Grantor reserves the right to convey the same or other rights and easements to others, including without limitation, the right to grant non-exclusive easements upon, over, under and across any such portion of the Easement Area to any individual, private company, public or private utility or

governmental agency providing utility and other similar services. In addition to the foregoing, Grantor reserves for itself and its heirs, successors and assigns the right to continue to use and enjoy the surface of the Easement Area for all purposes, including the installation of lighting and signage, that do not interfere with or interrupt the use or enjoyment of the easement by Grantee for the purpose expressly stated herein. This easement is made subject to (i) all easements, rights-of-way and prescriptive rights of record pertaining to any portion(s) of the Easement Area, in existence as of the date this Easement becomes effective; (ii) all valid mineral reservations and other instruments constituting mineral interest severances of any kind that are of record as of the date this Easement becomes effective; (iii) all restrictive covenants, terms, conditions, contracts, provisions, encumbrances and other items that are of record as of the date the Easement becomes effective, (iv) all laws, rules, regulations, and ordinances as may now or at any time hereafter be in effect; (v) all instruments that are of record as of the date the Easement becomes effective. The conveyance of the rights described herein is made "AS IS", "WHERE IS", WITH ALL FAULTS AND CONDITIONS THEREON. GRANTOR HAS NOT MADE AND DOES NOT HEREBY MAKE ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER STATUTORY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SUITABILITY OF THE EASEMENT AREA FOR ANY ACTIVITIES OR USES.

6. **Encroachments.** Grantee shall have the right to cut and trim trees or shrubbery which may encroach upon the Easement Area, and Grantee shall dispose of all cuttings and trimmings either by piling and burning within the Easement Area or by loading and hauling away from the premises.

7. **Entire Agreement.** This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligation herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

8. **No Public Dedication.** Nothing set forth in this instrument shall be construed or deemed to confer on the general public any rights whatsoever with respect to the Easement, or the Easement Area, and Grantor reserves the right to do all things reasonably necessary to prevent the assertion of any claim stating otherwise.

8. **Attorney's Fees.** In the event of any controversy, claim, or dispute relating to this instrument or breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees, and costs.

9. **Counterparts; Amendments.** This instrument may be executed in counterparts and, when executed and delivered by all parties, shall become one (1) integrated agreement enforceable on its covenants, terms, and conditions. This instrument supersedes all prior agreements between the parties with respect to the subject hereof and all discussions, understandings, offers, and negotiations with respect thereto, whether oral or written. This instrument shall not be amended or modified, except in a writing signed by each party hereto or their respective heirs, successors, or assigns.

10. **Governing Law and Venue.** This instrument shall be governed and construed in accordance with the laws of the State of Texas, without regard to conflicts of laws principles. In the event that any provision hereof is determined to be invalid, such invalid provision shall not invalidate the remaining provisions, which shall continue to be in full force and effect. Grantor and Grantee consent to personal jurisdiction and venue in the county and district courts located in Bell County, Texas, which courts shall have exclusive jurisdiction over any action arising out of this instrument.

11. **Partial Invalidity.** Any provision of this instrument that is invalid or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of the invalidity or unenforceability without rendering invalid or unenforceable the remaining provisions of this instrument or affecting the validity or enforceability

of any of the provisions of this instrument in any other jurisdiction. If any provision of this instrument is so broad as to be unenforceable, the provision will be interpreted to be only so broad as is enforceable.

12. **Covenants Running with the Land**. The parties to this instrument hereby acknowledge and agree that the Easement and other rights conferred by this instrument are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors, and assigns.

13. **Headings**. Headings and captions used in this instrument are for convenience only, do not define or limit the scope of this instrument, and are not intended to interpret or change the meaning of any of the provisions of this instrument.

(signature pages follow)

The City of Killeen does hereby accept the above-described dedication and conveyance.

DATE

CITY OF KILLEEN

Edwin Revell
Executive Dir. of Development Services

ATTEST

Helen G. Crathers
Executive Assistant

Exhibit A

Insert Field Survey Notes and/or Maps

JPH Land Surveying, Inc.

D.F.W. ★ Central Texas ★ West Texas ★ Houston ★ San Antonio

EXHIBIT "A"
Page 1 of 2



EASEMENT DESCRIPTION

FIELDNOTES for a 4,291 square feet tract, being a portion of Lot 1, Block A, *YOUNG FAMILY ADDITION*, an addition to the City of Killeen, Bell County, Texas, according to the plat recorded under Instrument Number 2021069818, of the Official Public Records of Bell County, Texas; the subject tract being more particularly described as follows:

COMMENCING at a mag nail with metal washer stamped "JPH Land Surveying" recovered at the common south corner of said Lot 1 and that tract described as 0.324 of an acre in a Special Warranty Deed to the City of Killeen, Texas (hereinafter referred to as Killeen tract), recorded under Instrument Number 2021059767, of said Official Public Records; **THENCE** NORTH 18° 59' 23" EAST with the common line of said Lot 1 and said Killeen tract, a distance of 303.97 feet to the **POINT OF BEGINNING**;

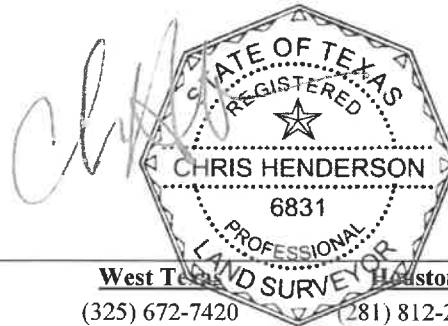
THENCE NORTH 18° 59' 23" EAST, continuing with the common line of said Lot 1 and said Killeen tract, a distance of 19.88 feet, from which a 1/2-inch capped rebar stamped "JPH Land Surveying" recovered at an angle point in the common line of said Lot 1 and said Killeen tract bears NORTH 18° 59' 23" EAST, a distance of 59.33 feet;

THENCE through the interior of said Lot 1 the following bearings and distances:

1. SOUTH 29° 58' 51" EAST, a distance of 295.15 feet to a point in the east line of an existing 14 foot Utility Easement recorded in Volume 818, Page 237, of the Deed Records of Bell County, Texas ;
2. SOUTH 78° 54' 12" WEST, into said existing easement, at a distance of 14.00 feet passing the west line of said easement, continuing a total distance of 15.85 feet;
3. NORTH 29° 58' 51" WEST, a distance of 276.97 feet returning to the **POINT OF BEGINNING**, enclosing 4,291 square feet of land.

The bearings described hereon are Texas State Plane Grid bearings (Texas Central Zone, NAD83)

Chris Henderson
Registered Professional
Land Surveyor No. 6831
chris@jphls.com
October 5, 2023



Dallas-Fort Worth
(817) 431-4971

Central Texas
(512) 778-5688

West Texas **Houston**
(325) 672-7420 (281) 812-2242

San Antonio
(512) 778-5688

EXHIBIT "A"

PAGE 2 OF 2

**SKETCH TO ACCOMPANY
LEGAL DESCRIPTION**

Line Data Table		
Line #	Bearing	Distance
L1	N18°59'23"E	19.88'
L2	S78°54'12"W	15.85'

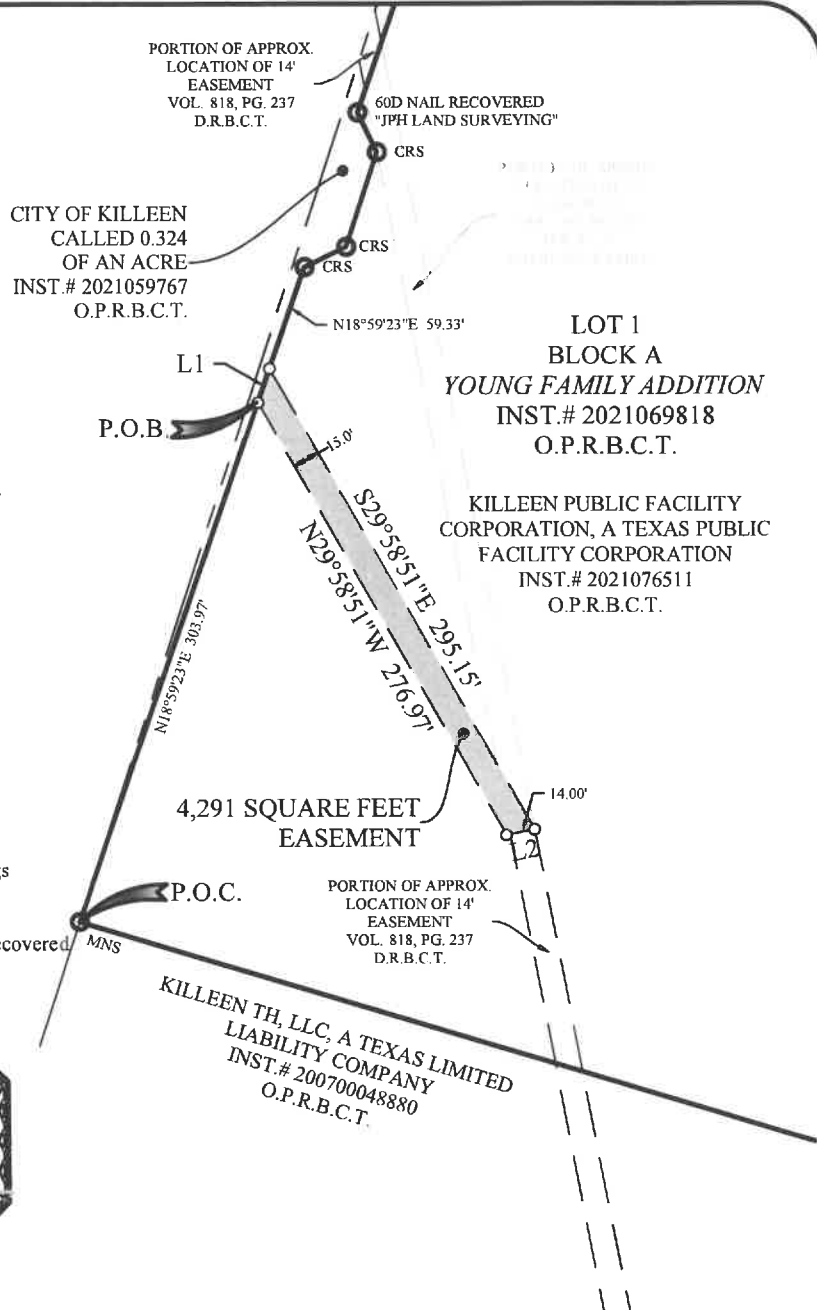
LEGEND OF ABBREVIATIONS

- P.R.B.C.T. Plat Records of Bell County, Texas
- O.P.R.B.C.T. Official Public Records of Bell County, Texas
- D.R.B.C.T. Deed Records of Bell County, Texas
- POB/POC Point of Beginning/Point of Commencing

MONUMENTS / BEARING BASIS

- Calculated point (Not found or set)
 - Found monuments are as noted
- The bearings shown hereon are Texas State Plane Grid bearings (Texas Central Zone, NAD83).

- CRS ○ 1/2" rebar stamped "JPH Land Surveying" set/recovered
- MNS ○ Mag nail & washer stamped "JPH Land Surveying" set/recovered



CITY OF KILLEEN
VOL. 765, PG. 657
D.R.B.C.T.

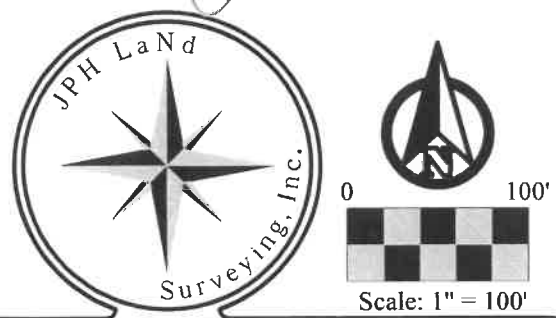
LOT 1
BLOCK A
YOUNG FAMILY ADDITION
INST.# 2021069818
O.P.R.B.C.T.

KILLEEN PUBLIC FACILITY
CORPORATION, A TEXAS PUBLIC
FACILITY CORPORATION
INST.# 2021076511
O.P.R.B.C.T.

PORTION OF APPROX.
LOCATION OF 14'
EASEMENT
VOL. 818, PG. 237
D.R.B.C.T.

KILLEEN TH, LLC, A TEXAS LIMITED
LIABILITY COMPANY
INST.# 200700048880
O.P.R.B.C.T.

Chris Henderson
Registered Professional
Land Surveyor No. 6831
Chris@jphls.com
October 5, 2023



JPH Job No.
2020.024.027 Killeen MF Site Veterans Memorial Rd, Killeen,
Bell Co, TX-4,291 S.F. WW ESMT
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1516 E. Palm Valley Blvd., Ste. A4, Round Rock, Texas 78664
Telephone (817) 431-4971 www.jphlandsurveying.com
TBPELS Firm #10019500
DFW | Central Texas | West Texas | Houston | San Antonio

**EXHIBIT SHOWING
4,291 SQUARE FEET
BEING A PORTION OF
LOT 1, BLOCK A
YOUNG FAMILY ADDITION
INSTRUMENT NUMBER 2021069818, O.P.R.W.C.T.**

CITY OF KILLEEN
BELL COUNTY, TEXAS

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THE STATE OF TEXAS §
 §
COUNTY OF BELL §

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4. **Duration.** The easement, rights, and privileges herein granted shall be perpetual, provided however, that in the event Grantee or its successors and assigns abandon or terminate their use of the Easement Area for a period of twenty-four (24) consecutive months, this Utility Easement Agreement, the Easement and all rights granted hereunder shall terminate and revert back to Grantor. Grantor hereby binds himself, his heirs, and legal representatives, to warrant and forever defend the above-described easement and rights unto Grantee, its successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

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governmental agency providing utility and other similar services. In addition to the foregoing, Grantor reserves for itself and its heirs, successors and assigns the right to continue to use and enjoy the surface of the Easement Area for all purposes, including the installation of lighting and signage, that do not interfere with or interrupt the use or enjoyment of the easement by Grantee for the purpose expressly stated herein. This easement is made subject to (i) all easements, rights-of-way and prescriptive rights of record pertaining to any portion(s) of the Easement Area, in existence as of the date this Easement becomes effective; (ii) all valid mineral reservations and other instruments constituting mineral interest severances of any kind that are of record as of the date this Easement becomes effective; (iii) all restrictive covenants, terms, conditions, contracts, provisions, encumbrances and other items that are of record as of the date the Easement becomes effective, (iv) all laws, rules, regulations, and ordinances as may now or at any time hereafter be in effect; (v) all instruments that are of record as of the date the Easement becomes effective. The conveyance of the rights described herein is made "AS IS", "WHERE IS", WITH ALL FAULTS AND CONDITIONS THEREON. GRANTOR HAS NOT MADE AND DOES NOT HEREBY MAKE ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER STATUTORY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SUITABILITY OF THE EASEMENT AREA FOR ANY ACTIVITIES OR USES.

6. **Encroachments.** Grantee shall have the right to cut and trim trees or shrubbery which may encroach upon the Easement Area, and Grantee shall dispose of all cuttings and trimmings either by piling and burning within the Easement Area or by loading and hauling away from the premises.

7. **Entire Agreement.** This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligation herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

8. **No Public Dedication.** Nothing set forth in this instrument shall be construed or deemed to confer on the general public any rights whatsoever with respect to the Easement, or the Easement Area, and Grantor reserves the right to do all things reasonably necessary to prevent the assertion of any claim stating otherwise.

8. **Attorney's Fees.** In the event of any controversy, claim, or dispute relating to this instrument or breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees, and costs.

9. **Counterparts; Amendments.** This instrument may be executed in counterparts and, when executed and delivered by all parties, shall become one (1) integrated agreement enforceable on its covenants, terms, and conditions. This instrument supersedes all prior agreements between the parties with respect to the subject hereof and all discussions, understandings, offers, and negotiations with respect thereto, whether oral or written. This instrument shall not be amended or modified, except in a writing signed by each party hereto or their respective heirs, successors, or assigns.

10. **Governing Law and Venue.** This instrument shall be governed and construed in accordance with the laws of the State of Texas, without regard to conflicts of laws principles. In the event that any provision hereof is determined to be invalid, such invalid provision shall not invalidate the remaining provisions, which shall continue to be in full force and effect. Grantor and Grantee consent to personal jurisdiction and venue in the county and district courts located in Bell County, Texas, which courts shall have exclusive jurisdiction over any action arising out of this instrument.

11. **Partial Invalidity.** Any provision of this instrument that is invalid or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of the invalidity or unenforceability without rendering invalid or unenforceable the remaining provisions of this instrument or affecting the validity or enforceability

of any of the provisions of this instrument in any other jurisdiction. If any provision of this instrument is so broad as to be unenforceable, the provision will be interpreted to be only so broad as is enforceable.

12. **Covenants Running with the Land**. The parties to this instrument hereby acknowledge and agree that the Easement and other rights conferred by this instrument are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors, and assigns.

13. **Headings**. Headings and captions used in this instrument are for convenience only, do not define or limit the scope of this instrument, and are not intended to interpret or change the meaning of any of the provisions of this instrument.

(signature pages follow)

IN WITNESS WHEREOF, this instrument is executed this ____ day of _____, 20__.

PROPERTY OWNER:

KILLEEN PUBLIC FACILITY CORPORATION,
a Texas public facility corporation

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF BELL §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument,

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this ____ day of _____, 20__.

Notary Public of Texas
My Commission Expires _____

The City of Killeen does hereby accept the above-described dedication and conveyance.

DATE

CITY OF KILLEEN

Edwin Revell
Executive Dir. of Development Services

ATTEST

Helen G. Crathers
Executive Assistant

Exhibit A

Insert Field Survey Notes and/or Maps

JPH Land Surveying, Inc.

D.F.W. ★ Central Texas ★ West Texas ★ Houston



(PAGE 1 OF 3)

LEGAL DESCRIPTION

FIELDNOTES for a 7,689 square feet tract, being a portion of Lot 1, Block A, *YOUNG FAMILY ADDITION*, an addition to the City of Killeen, Bell County, Texas, according to the plat recorded under Instrument Number 2021069818, of the Official Public Records of Bell County, Texas, same being a portion of that tract described in a Special Warranty Deed to S. Young Family, Ltd., a Texas limited partnership, as recorded under Volume 4127, Page 300, of the Deed Records of Bell County, Texas; the subject tract being more particularly described as follows:

COMMENCING at a 1/2 inch capped rebar stamped "JPH Land Surveying" set in the northwest right-of-way of WS Young Drive (a/k/a County Road 300), a variable width right-of-way described in a Deed recorded under Volume 1033, Page 206, of said Deed Records, being at the common east corner of said Lot 1, Block A, *YOUNG FAMILY ADDITION*, and Lot 2, Block 1, *SK SUBDIVISION REPLAT*, an addition to the City of Killeen, recorded under Cabinet D, Slide 367-A, Plat Records of Bell County, Texas; **THENCE** NORTH 61° 05' 06" WEST along the common line of said Lot 1, Block A, *YOUNG FAMILY ADDITION*, and said Lot 2, Block 1, *SK SUBDIVISION REPLAT*, a distance of 272.77 feet to the **POINT OF BEGINNING**;

THENCE through the interior of said Lot 1, Block A, *YOUNG FAMILY ADDITION*, the following bearings and distances:

1. SOUTH 47° 41' 12" WEST, a distance of 293.80 feet;
2. SOUTH 01° 51' 08" WEST, a distance of 33.29 feet, from which a 3/8-inch rebar found at the common corner of said Lot 1, Block A, *YOUNG FAMILY ADDITION*, and Lot 1, Block 1, *YOUNG HEALTH SERVICES 1ST EXTENSION*, an addition to the City of Killeen, as recorded under Cabinet B, Slide 26-B, of said Plat Records, bears NORTH 50° 55' 54" EAST, a distance of 41.91 feet;
3. SOUTH 47° 03' 44" WEST, a distance of 29.51 feet;
4. NORTH 42° 56' 16" WEST, a distance of 12.50 feet;
5. NORTH 47° 03' 44" EAST, a distance of 27.43 feet;
6. NORTH 02° 23' 31" EAST, a distance of 30.12 feet;
7. NORTH 47° 41' 12" EAST, a distance of 278.66 feet;
8. NORTH 61° 05' 06" WEST, a distance of 110.40 feet;
9. NORTH 28° 57' 49" EAST, a distance of 172.54 feet;

<u>Dallas-Fort Worth</u>	<u>Central Texas</u>	<u>West Texas</u>	<u>Houston</u>
785 Lonesome Dove Tr. Hurst, Texas 76054 (817) 431-4971 Firm #10019500	1516 E. Palm Valley Blvd., A4 Round Rock, Texas 78664 (512) 778-5688 Firm #10194073	426 Graham Street Tuscola, Texas 79562 (325) 672-7420 Firm #10193867	11511 Katy Fwy., 515 Houston, Texas 77079 (281) 812-2242 Firm # 10019500

WWW.JPHLANDSURVEYING.COM

10. SOUTH 61° 02' 11" EAST, a distance of 15.00 feet returning to the common line of said Lot 1, Block A, *YOUNG FAMILY ADDITION*, and said Lot 2, Block 1, *SK SUBDIVISION REPLAT*, from which a 1/2-inch rebar found at the common north corner of said Lot 1, Block A, *YOUNG FAMILY ADDITION* and of said Lot 2, Block 1, *SK SUBDIVISION REPLAT*,

THENCE along the common line of said Lot 1, Block A, *YOUNG FAMILY ADDITION*, and said Lot 2, Block 1, *SK SUBDIVISION REPLAT*, the following bearings and distances:

1. SOUTH 28° 57' 49" WEST, a distance of 157.41 feet to a 1/2-inch capped rebar stamped "KILLEEN ENG" found at the internal "ell" corner of said Lot 1, Block A, *YOUNG FAMILY ADDITION* and the southwest corner of said Lot 2, Block 1, *SK SUBDIVISION REPLAT*;
2. SOUTH 61° 05' 06" EAST, a distance of 111.08 feet returning to the **POINT OF BEGINNING**, enclosing 7,689 square feet of land.

The bearings described hereon are Texas State Plane Grid bearings (Texas Central Zone, NAD83)

Chris Henderson
Registered Professional
Land Surveyor No. 6831
chris@jphls.com
November 2, 2021



<u>Dallas-Fort Worth</u>	<u>Central Texas</u>	<u>West Texas</u>	<u>Houston</u>
785 Lonesome Dove Tr. Hurst, Texas 76054 (817) 431-4971 Firm #10019500	1516 E. Palm Valley Blvd., A4 Round Rock, Texas 78664 (512) 778-5688 Firm #10194073	426 Graham Street Tuscola, Texas 79562 (325) 672-7420 Firm #10193867	11511 Katy Fwy., 515 Houston, Texas 77079 (281) 812-2242 Firm # 10019500

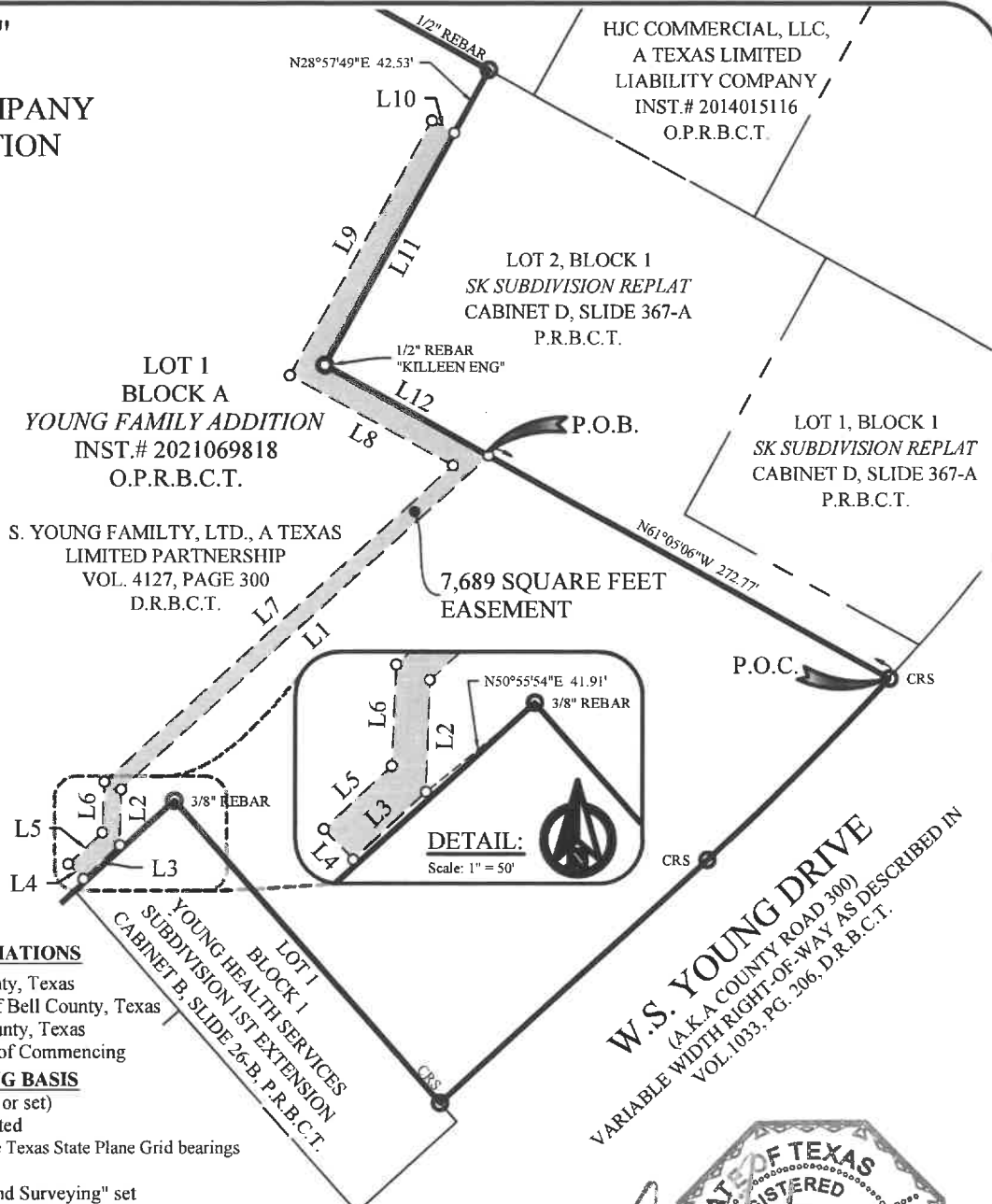
WWW.JPHLANDSURVEYING.COM

EXHIBIT "A"

PAGE 3 OF 3

**SKETCH TO ACCOMPANY
LEGAL DESCRIPTION**

Line Data Table		
Line #	Bearing	Distance
L1	S47°41'12"W	293.80'
L2	S01°51'08"W	33.29'
L3	S47°03'44"W	29.51'
L4	N42°56'16"W	12.50'
L5	N47°03'44"E	27.43'
L6	N02°23'31"E	30.12'
L7	N47°41'12"E	278.66'
L8	N61°05'06"W	110.40'
L9	N28°57'49"E	172.54'
L10	S61°02'11"E	15.00'
L11	S28°57'49"W	157.41'
L12	S61°05'06"E	111.08'



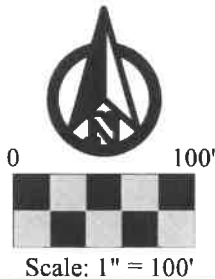
LEGEND OF ABBREVIATIONS

- P.R.B.C.T. Plat Records of Bell County, Texas
- O.P.R.B.C.T. Official Public Records of Bell County, Texas
- D.R.B.C.T. Deed Records of Bell County, Texas
- POB/POC Point of Beginning/Point of Commencing

MONUMENTS / BEARING BASIS

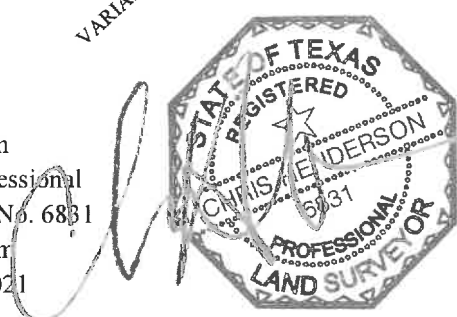
- Calculated point (Not found or set)
- Found monuments are as noted
- The bearings shown hereon are Texas State Plane Grid bearings (Texas Central Zone, NAD83).

CRS ● 1/2" rebar stamped "JPH Land Surveying" set



JPH Job No.
2020.024.027 Killeen MF Site Veterans Memorial Rd, Killeen,
Bell Co, TX-7,689 S.F. ESMT.dwg
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1516 E. Palm Valley Blvd., Ste. A4, Round Rock, Texas 78664
Telephone (817) 431-4971 www.jphlandsurveying.com
TBPELS Firm #10019500 #10194073 #10193867
DFW-Houston | Central Texas | West Texas

Chris Henderson
Registered Professional
Land Surveyor No. 6831
Chris@jphls.com
November 2, 2021



**EXHIBIT SHOWING
7,689 SQUARE FEET
BEING A PORTION OF
'LOT 1, BLOCK A
YOUNG FAMILY ADDITION
INSTRUMENT NUMBER 2021069818, O.P.R.W.C.T.**

CITY OF KILLEEN
BELL COUNTY, TEXAS

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

THE STATE OF TEXAS §
 §
COUNTY OF BELL §

UTILITY EASEMENT AGREEMENT

1. **Grant of Easement.** That Killeen Public Facility Corporation, a Texas public facility corporation (“Grantor”) for the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is acknowledged, by the City of Killeen, Texas acting by and through its City Manager (“Grantee”), does hereby grant, sell, and convey unto Grantee an easement (the “Easement”) upon and across the herein described property of the Grantor located in the City of Killeen, Bell County, Texas. Said property and easement are more fully described in Exhibit "A", attached hereto and incorporated herein for all intents and purposes (the “Easement Area”) and is a portion of the dominant tenement.

2. **Character of Easement.** The Easement granted herein is appurtenant to the dominant tenement.

3. **Purpose of Easement.** The easement, rights, and privileges herein granted shall be used solely for the lawful construction, installation, maintenance, operation, repair, replacement and use of utility systems and necessary appurtenances within the Easement Area, and for providing pedestrian and vehicular ingress and egress within the Easement Area as necessary for said activities. In installing, repairing or maintaining the facilities within the Easement Area, Grantee expressly agrees that it will, at its sole cost and expense, (a) repair or cause to be repaired any and all damages to Grantor's property, including, but not limited to, the Easement Area, caused by any activities of Grantee or its employees, agents, contractors or subcontractors, on the Easement Area or any other portion of Grantor's property, and (b) restore any affected portion of Grantor's property, including, but not limited to, the Easement Area, to substantially the same condition as that which existed prior to any such activities, provided however Grantee shall not be required to restore or repair any buildings or structures on the Easement Area damaged or destroyed by Grantee or its employees, agents, contractors or subcontractors. In performing any use or construction activities for which Grantee is entitled to take hereunder, Grantee shall use reasonable efforts and shall cause its agents, contractors, employees, and assigns to use reasonable efforts to not interfere with Grantor’s use and enjoyment of Grantor’s adjoining property.

4. **Duration.** The easement, rights, and privileges herein granted shall be perpetual, provided however, that in the event Grantee or its successors and assigns abandon or terminate their use of the Easement Area for a period of twenty-four (24) consecutive months, this Utility Easement Agreement, the Easement and all rights granted hereunder shall terminate and revert back to Grantor. Grantor hereby binds himself, his heirs, and legal representatives, to warrant and forever defend the above-described easement and rights unto Grantee, its successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

5. **Non-Exclusiveness of Easement.** The easement shall be non-exclusive. So long as any further conveyance is subject to the easement granted herein and does not interfere with or interrupt the use of the Easement Area by Grantee, Grantor reserves the right to convey the same or other rights and easements to others, including without limitation, the right to grant non-exclusive easements upon, over, under and across any such portion of the Easement Area to any individual, private company, public or private utility or

governmental agency providing utility and other similar services. In addition to the foregoing, Grantor reserves for itself and its heirs, successors and assigns the right to continue to use and enjoy the surface of the Easement Area for all purposes, including the installation of lighting and signage, that do not interfere with or interrupt the use or enjoyment of the easement by Grantee for the purpose expressly stated herein. This easement is made subject to (i) all easements, rights-of-way and prescriptive rights of record pertaining to any portion(s) of the Easement Area, in existence as of the date this Easement becomes effective; (ii) all valid mineral reservations and other instruments constituting mineral interest severances of any kind that are of record as of the date this Easement becomes effective; (iii) all restrictive covenants, terms, conditions, contracts, provisions, encumbrances and other items that are of record as of the date the Easement becomes effective, (iv) all laws, rules, regulations, and ordinances as may now or at any time hereafter be in effect; (v) all instruments that are of record as of the date the Easement becomes effective. The conveyance of the rights described herein is made "**AS IS**", "**WHERE IS**", **WITH ALL FAULTS AND CONDITIONS THEREON. GRANTOR HAS NOT MADE AND DOES NOT HEREBY MAKE ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER STATUTORY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SUITABILITY OF THE EASEMENT AREA FOR ANY ACTIVITIES OR USES.**

6. **Encroachments.** Grantee shall have the right to cut and trim trees or shrubbery which may encroach upon the Easement Area, and Grantee shall dispose of all cuttings and trimmings either by piling and burning within the Easement Area or by loading and hauling away from the premises.

7. **Entire Agreement.** This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligation herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

8. **No Public Dedication.** Nothing set forth in this instrument shall be construed or deemed to confer on the general public any rights whatsoever with respect to the Easement, or the Easement Area, and Grantor reserves the right to do all things reasonably necessary to prevent the assertion of any claim stating otherwise.

8. **Attorney's Fees.** In the event of any controversy, claim, or dispute relating to this instrument or breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees, and costs.

9. **Counterparts; Amendments.** This instrument may be executed in counterparts and, when executed and delivered by all parties, shall become one (1) integrated agreement enforceable on its covenants, terms, and conditions. This instrument supersedes all prior agreements between the parties with respect to the subject hereof and all discussions, understandings, offers, and negotiations with respect thereto, whether oral or written. This instrument shall not be amended or modified, except in a writing signed by each party hereto or their respective heirs, successors, or assigns.

10. **Governing Law and Venue.** This instrument shall be governed and construed in accordance with the laws of the State of Texas, without regard to conflicts of laws principles. In the event that any provision hereof is determined to be invalid, such invalid provision shall not invalidate the remaining provisions, which shall continue to be in full force and effect. Grantor and Grantee consent to personal jurisdiction and venue in the county and district courts located in Bell County, Texas, which courts shall have exclusive jurisdiction over any action arising out of this instrument.

11. **Partial Invalidity.** Any provision of this instrument that is invalid or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of the invalidity or unenforceability without rendering invalid or unenforceable the remaining provisions of this instrument or affecting the validity or enforceability

of any of the provisions of this instrument in any other jurisdiction. If any provision of this instrument is so broad as to be unenforceable, the provision will be interpreted to be only so broad as is enforceable.

12. **Covenants Running with the Land.** The parties to this instrument hereby acknowledge and agree that the Easement and other rights conferred by this instrument are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors, and assigns.

13. **Headings.** Headings and captions used in this instrument are for convenience only, do not define or limit the scope of this instrument, and are not intended to interpret or change the meaning of any of the provisions of this instrument.

(signature pages follow)

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20__.

PROPERTY OWNER:

KILLEEN PUBLIC FACILITY CORPORATION,
a Texas public facility corporation

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF BELL §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument,

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this ____ day of _____, 20__.

Notary Public of Texas
My Commission Expires _____

The City of Killeen does hereby accept the above-described dedication and conveyance.

DATE

CITY OF KILLEEN

Edwin Revell
Executive Dir. of Development Services

ATTEST

Helen G. Crathers
Executive Assistant

Exhibit A

Insert Field Survey Notes and/or Maps

JPH Land Surveying, Inc.

D.F.W. ★ Central Texas ★ West Texas ★ Houston ★ San Antonio

EXHIBIT "A"
Page 1 of 16



EASEMENT DESCRIPTION

FIELDNOTES for a 1.513 acre tract, being a portion of Lot 1, Block A, *YOUNG FAMILY ADDITION*, an addition to the City of Killeen, Bell County, Texas, according to the plat recorded under Instrument Number 2021069818, of the Official Public Records of Bell County, Texas; the subject tract being more particularly described as follows:

COMMENCING at a 1/2 inch rebar found at the east corner of Lot 1, Block 1, *HOLIDAY TERRACE ADDITION*, an addition to the City of Killeen, as recorded under Cabinet C, Slide 177-B, of the Plat Records of Bell County, Texas, being in the southwest right-of-way of U.S. Business 190 (a/k/a E. Veterans Memorial Boulevard), a variable width right-of-way as shown by said *HOLIDAY TERRACE ADDITION*; **THENCE** SOUTH 61° 01' 22" EAST with the common line of said Lot 1 and said southwest right-of-way of said U.S. Business 190, a distance of 91.25 feet to the **POINT OF BEGINNING**;

THENCE SOUTH 61° 01' 22" EAST continuing with the common line of said Lot 1 and said southwest right-of-way of said U.S. Business 190, a distance of 15.00 feet

THENCE through the interior of said Lot 1, the following bearings and distances:

1. SOUTH 28°58'47" WEST, a distance of 63.83 feet;
2. SOUTH 61°27'16" EAST, a distance of 9.04 feet;
3. SOUTH 28°32'44" WEST, a distance of 15.00 feet;
4. NORTH 61°27'16" WEST, a distance of 9.16 feet;
5. SOUTH 28°58'47" WEST, a distance of 44.93 feet;
6. SOUTH 14°32'48" EAST, a distance of 28.36 feet;
7. SOUTH 61°01'13" EAST, a distance of 99.47 feet;
8. NORTH 29°19'42" EAST, a distance of 20.28 feet;
9. SOUTH 60°40'18" EAST, a distance of 15.00 feet;
10. SOUTH 29°19'42" WEST, a distance of 20.19 feet;
11. SOUTH 61°01'13" EAST, a distance of 35.47 feet;
12. SOUTH 42°18'48" EAST, a distance of 189.12 feet;
13. SOUTH 02°41'12" WEST, a distance of 17.53 feet;
14. SOUTH 47°41'12" WEST, a distance of 100.23 feet;
15. SOUTH 42°18'48" EAST, a distance of 151.67 feet;
16. SOUTH 31°03'48" EAST, a distance of 17.05 feet;
17. SOUTH 06°12'38" EAST, a distance of 51.62 feet;

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18. SOUTH 31°03'48" EAST, a distance of 10.99 feet;
19. SOUTH 42°18'48" EAST, a distance of 84.11 feet;
20. SOUTH 02°41'12" WEST, a distance of 29.08 feet;
21. SOUTH 47°41'12" WEST, a distance of 141.45 feet;
22. SOUTH 42°18'48" EAST, a distance of 151.34 feet;
23. NORTH 47°41'12" EAST, a distance of 36.73 feet;
24. SOUTH 87°18'48" EAST, a distance of 8.75 feet;
25. NORTH 47°21'43" EAST, a distance of 4.62 feet;
26. SOUTH 42°38'17" EAST, a distance of 15.00 feet;
27. SOUTH 47°21'43" WEST, a distance of 3.49 feet;
28. SOUTH 42°23'49" EAST, a distance of 1.40 feet;
29. SOUTH 47°36'11" WEST, a distance of 15.00 feet;
30. NORTH 42°23'49" WEST, a distance of 7.60 feet;
31. SOUTH 47°41'12" WEST, a distance of 29.13 feet;
32. SOUTH 42°18'48" EAST, a distance of 108.62 feet to the common line of said Lot 1 and the northwest right-of-way line of W.S. Young Drive (a/k/a County Road 300), a variable width right-of-way described in a Deed recorded in Volume 1033, Page 206, of the Deed Records of Bell County, Texas;

THENCE SOUTH 47°46'17" WEST, with the common line of said Lot 1 and said northwest right-of-way line of WS Young Drive, a distance of 15.00 feet, from which a 1/2 inch capped rebar stamped "JPH LAND SURVEYING" recovered at a corner of said Lot 1 bears SOUTH 47° 46' 17" WEST, a distance 40.79 feet;

THENCE through the interior of said Lot 1, the following bearings and distances:

1. NORTH 42°18'48" WEST, a distance of 25.02 feet;
2. SOUTH 47°42'24" WEST, a distance of 18.00 feet;
3. NORTH 42°17'36" WEST, a distance of 15.00 feet;
4. NORTH 47°42'24" EAST, a distance of 18.00 feet;
5. NORTH 42°18'48" WEST, a distance of 234.91 feet;
6. SOUTH 47°41'12" WEST, a distance of 136.59 feet;
7. NORTH 83°18'33" WEST, a distance of 223.82 feet;
8. SOUTH 06°41'27" WEST, a distance of 256.30 feet;
9. SOUTH 56°41'42" WEST, a distance of 34.57 feet;
10. NORTH 73°10'46" WEST, a distance of 63.19 feet;
11. SOUTH 16°41'57" WEST, a distance of 24.00 feet;
12. NORTH 73°18'03" WEST, a distance of 15.00 feet;
13. NORTH 16°41'57" EAST, a distance of 24.00 feet;
14. NORTH 73°20'46" WEST, a distance of 169.31 feet;

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15. NORTH 33°18'18" WEST, a distance of 14.58 feet to a point, from which a mag nail with metal washer stamped "JPH Land Surveying" recovered at the southwest corner of said Lot 1 bears SOUTH 75°57'45" WEST, a distance of 336.67 feet;
16. NORTH 06°41'27" EAST, a distance of 437.97 feet;
17. SOUTH 70°47'43" EAST, a distance of 15.37 feet;
18. SOUTH 70°47'43" EAST, a distance of 69.34 feet;
19. NORTH 19°12'17" EAST, a distance of 38.74 feet;
20. NORTH 70°47'43" WEST, a distance of 15.00 feet;
21. SOUTH 19°12'17" WEST, a distance of 23.74 feet;
22. NORTH 70°47'43" WEST, a distance of 151.65 feet;
23. NORTH 25°47'43" WEST, a distance of 20.19 feet;
24. NORTH 19°12'17" EAST, a distance of 17.46 feet;
25. SOUTH 70°47'43" EAST, a distance of 4.60 feet;
26. NORTH 19°12'17" EAST, a distance of 15.00 feet;
27. NORTH 70°47'43" WEST, a distance of 4.60 feet;
28. NORTH 19°12'17" EAST, a distance of 120.96 feet;
29. SOUTH 70°47'43" EAST, a distance of 8.76 feet;
30. NORTH 19°12'17" EAST, a distance of 15.00 feet;
31. NORTH 70°47'43" WEST, a distance of 8.76 feet;
32. NORTH 19°12'17" EAST, a distance of 31.00 feet;
33. SOUTH 70°47'43" EAST, a distance of 23.77 feet;
34. NORTH 19°12'17" EAST, a distance of 15.00 feet;
35. NORTH 70°47'43" WEST, a distance of 23.77 feet;
36. NORTH 19°12'17" EAST, a distance of 147.40 feet;
37. NORTH 61°38'40" EAST, a distance of 17.87 feet;
38. SOUTH 75°54'56" EAST, a distance of 92.42 feet;
39. SOUTH 64°39'56" EAST, a distance of 12.92 feet;
40. SOUTH 42°17'54" EAST, a distance of 60.92 feet;
41. SOUTH 47°41'12" WEST, a distance of 13.28 feet;
42. SOUTH 42°18'48" EAST, a distance of 15.00 feet;
43. NORTH 47°41'12" EAST, a distance of 13.27 feet;
44. SOUTH 42°17'54" EAST, a distance of 16.93 feet;
45. NORTH 47°41'16" EAST, a distance of 198.16 feet;
46. NORTH 28°58'47" EAST, a distance of 18.40 feet;
47. SOUTH 61°01'13" EAST, a distance of 33.69 feet;
48. SOUTH 29°02'11" WEST, a distance of 4.58 feet;
49. SOUTH 60°57'49" EAST, a distance of 15.00 feet;
50. NORTH 29°02'11" EAST, a distance of 4.59 feet;
51. SOUTH 61°01'13" EAST, a distance of 42.53 feet;

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- 52. SOUTH 42°18'48" EAST, a distance of 68.92 feet;
- 53. SOUTH 47°41'12" WEST, a distance of 7.50 feet;
- 54. SOUTH 42°18'48" EAST, a distance of 15.00 feet;
- 55. NORTH 47°41'12" EAST, a distance of 7.50 feet;
- 56. SOUTH 42°18'48" EAST, a distance of 45.47 feet;
- 57. SOUTH 47°41'01" WEST, a distance of 19.36 feet;
- 58. SOUTH 42°18'59" EAST, a distance of 15.00 feet;
- 59. NORTH 47°41'01" EAST, a distance of 19.36 feet;
- 60. SOUTH 42°18'48" EAST, a distance of 36.05 feet;
- 61. SOUTH 02°41'12" WEST, a distance of 5.10 feet;
- 62. SOUTH 47°41'12" WEST, a distance of 306.80 feet;
- 63. SOUTH 42°18'51" EAST, a distance of 29.37 feet;
- 64. SOUTH 47°41'12" WEST, a distance of 6.99 feet;
- 65. SOUTH 42°18'48" EAST, a distance of 15.00 feet;
- 66. NORTH 47°41'12" EAST, a distance of 25.94 feet;
- 67. NORTH 42°18'48" WEST, a distance of 29.37 feet;
- 68. NORTH 47°41'12" EAST, a distance of 178.82 feet;
- 69. SOUTH 42°18'48" EAST, a distance of 22.99 feet;
- 70. SOUTH 47°41'12" WEST, a distance of 16.95 feet;
- 71. SOUTH 42°18'48" EAST, a distance of 15.00 feet;
- 72. NORTH 47°41'12" EAST, a distance of 16.95 feet;
- 73. SOUTH 42°18'48" EAST, a distance of 111.35 feet;
- 74. SOUTH 58°19'25" WEST, a distance of 4.81 feet;
- 75. SOUTH 31°40'35" EAST, a distance of 15.00 feet;
- 76. NORTH 58°19'25" EAST, a distance of 3.92 feet;
- 77. SOUTH 06°12'38" EAST, a distance of 49.51 feet;
- 78. SOUTH 31°03'48" EAST, a distance of 15.77 feet;
- 79. SOUTH 42°18'48" EAST, a distance of 79.37 feet;
- 80. SOUTH 02°41'12" WEST, a distance of 16.66 feet;
- 81. SOUTH 47°41'12" WEST, a distance of 69.68 feet;
- 82. NORTH 42°18'48" WEST, a distance of 26.73 feet;
- 83. SOUTH 47°41'12" WEST, a distance of 15.00 feet;
- 84. SOUTH 42°18'48" EAST, a distance of 26.73 feet;
- 85. SOUTH 47°41'12" WEST, a distance of 83.97 feet;
- 86. NORTH 42°18'48" WEST, a distance of 7.51 feet;
- 87. SOUTH 47°39'50" WEST, a distance of 15.00 feet;
- 88. SOUTH 42°18'48" EAST, a distance of 7.50 feet;
- 89. SOUTH 47°41'12" WEST, a distance of 96.34 feet;
- 90. NORTH 83°18'35" WEST, a distance of 14.66 feet;

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91. NORTH 06°41'27" EAST, a distance of 23.59 feet;
92. NORTH 83°18'33" WEST, a distance of 15.00 feet;
93. SOUTH 06°41'27" WEST, a distance of 23.59 feet;
94. NORTH 83°18'33" WEST, a distance of 198.16 feet;
95. NORTH 06°41'27" EAST, a distance of 3.44 feet;
96. NORTH 83°18'33" WEST, a distance of 15.00 feet;
97. SOUTH 06°41'27" WEST, a distance of 14.84 feet;
98. NORTH 83°18'33" WEST, a distance of 13.47 feet;
99. SOUTH 06°41'27" WEST, a distance of 15.00 feet;
100. SOUTH 83°18'33" EAST, a distance of 24.30 feet;
101. SOUTH 06°41'25" WEST, a distance of 29.94 feet;
102. NORTH 83°18'33" WEST, a distance of 23.61 feet;
103. SOUTH 06°41'27" WEST, a distance of 15.00 feet;
104. SOUTH 83°18'33" EAST, a distance of 23.61 feet;
105. SOUTH 06°41'27" WEST, a distance of 192.96 feet;
106. SOUTH 56°41'42" WEST, a distance of 4.60 feet;
107. NORTH 33°22'12" WEST, a distance of 7.50 feet;
108. SOUTH 56°41'42" WEST, a distance of 15.00 feet;
109. SOUTH 33°22'12" EAST, a distance of 7.50 feet;
110. SOUTH 56°41'42" WEST, a distance of 0.98 feet;
111. NORTH 73°18'03" WEST, a distance of 195.06 feet;
112. NORTH 16°19'51" EAST, a distance of 11.23 feet;
113. NORTH 06°41'27" EAST, a distance of 13.92 feet;
114. NORTH 82°47'13" WEST, a distance of 15.00 feet;
115. SOUTH 06°41'27" WEST, a distance of 12.79 feet;
116. SOUTH 16°19'51" WEST, a distance of 9.87 feet;
117. NORTH 73°18'03" WEST, a distance of 7.55 feet;
118. NORTH 14°52'44" EAST, a distance of 11.67 feet;
119. NORTH 75°07'16" WEST, a distance of 15.00 feet;
120. SOUTH 14°52'44" WEST, a distance of 11.19 feet;
121. NORTH 73°18'03" WEST, a distance of 2.42 feet;
122. NORTH 33°18'18" WEST, a distance of 3.66 feet;
123. NORTH 06°41'26" EAST, a distance of 204.49 feet;
124. SOUTH 83°18'33" EAST, a distance of 23.53 feet;
125. NORTH 06°41'27" EAST, a distance of 15.00 feet;
126. NORTH 83°18'33" WEST, a distance of 23.53 feet;
127. NORTH 06°41'27" EAST, a distance of 158.13 feet;
128. SOUTH 81°46'20" EAST, a distance of 7.50 feet;
129. NORTH 06°41'27" EAST, a distance of 15.01 feet;

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130. NORTH 81°46'20" WEST, a distance of 7.50 feet;
131. NORTH 06°41'27" EAST, a distance of 36.56 feet;
132. NORTH 70°47'43" WEST, a distance of 15.37 feet;
133. NORTH 70°47'43" WEST, a distance of 88.16 feet;
134. NORTH 25°47'43" WEST, a distance of 32.62 feet;
135. NORTH 19°12'17" EAST, a distance of 373.86 feet to a point, from which a 1/2-inch rebar found at the westerly northwest corner of said Lot 1 bears NORTH 22°15'08" WEST, a distance of 102.70 feet;
136. NORTH 61°38'40" EAST, a distance of 29.52 feet;
137. SOUTH 75°54'56" EAST, a distance of 99.72 feet;
138. SOUTH 64°39'56" EAST, a distance of 17.36 feet;
139. SOUTH 42°18'48" EAST, a distance of 80.82 feet;
140. NORTH 47°41'12" EAST, a distance of 180.67 feet;
141. NORTH 28°58'47" EAST, a distance of 15.93 feet;
142. NORTH 61°01'13" WEST, a distance of 47.70 feet;
143. NORTH 14°32'48" WEST, a distance of 40.79 feet;
144. NORTH 28°58'48" EAST, a distance of 129.75 feet returning to the **POINT OF BEGINNING**, enclosing 1.513 acres of land.

The bearings described hereon are Texas State Plane Grid bearings (Texas Central Zone, NAD83)

Chris Henderson
Registered Professional
Land Surveyor No. 6831
chris@jphls.com
October 5, 2023



Dallas-Fort Worth
(817) 431-4971

Central Texas
(512) 778-5688

West Texas
(325) 672-7420

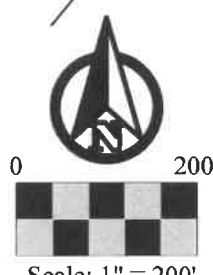
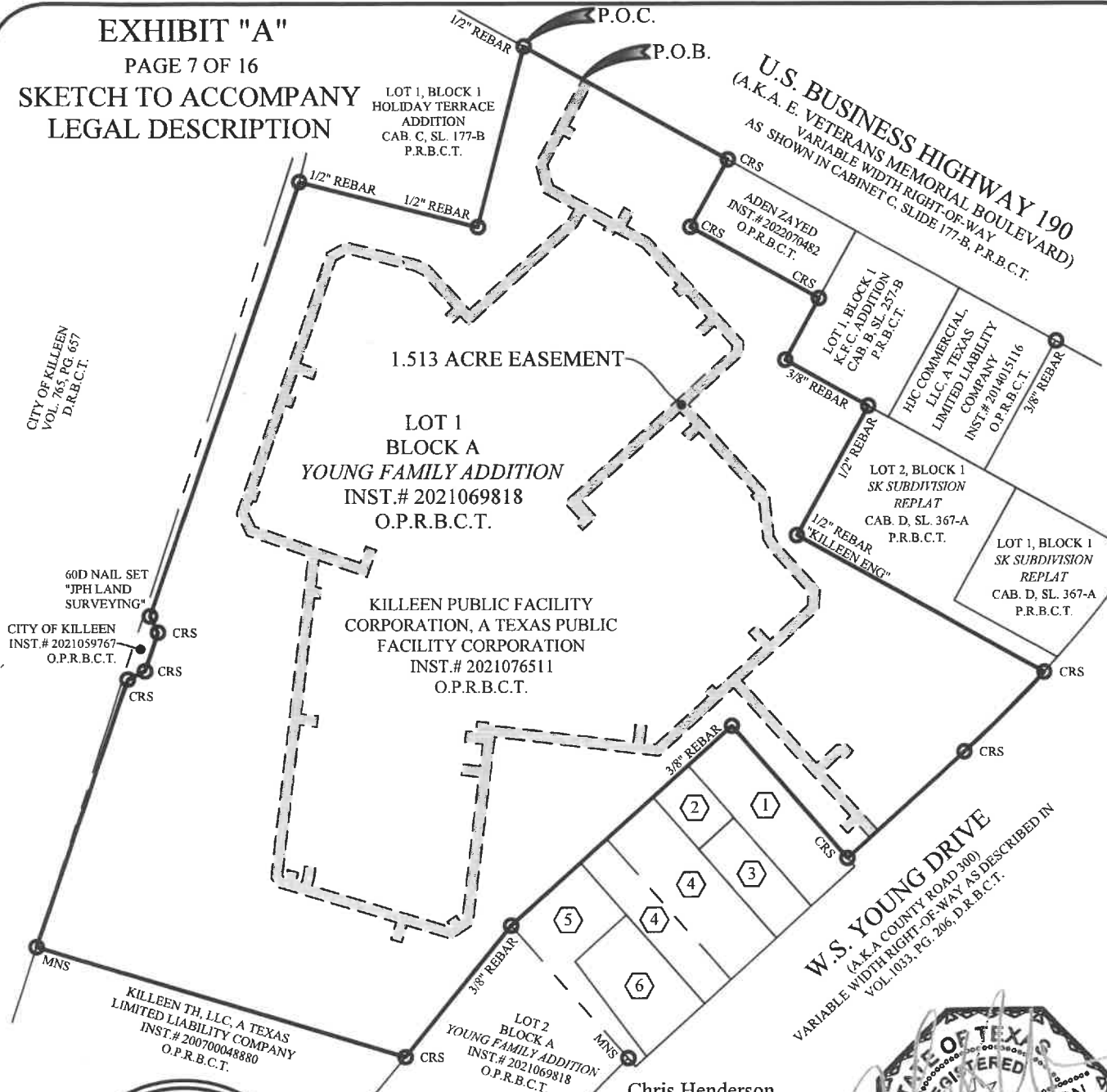
Houston
(281) 812-2242

San Antonio
(512) 778-5688

EXHIBIT "A"

PAGE 7 OF 16

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



Chris Henderson
Registered Professional
Land Surveyor No. 6831
Chris@jphls.com
October 5, 2023



**EXHIBIT SHOWING
1.513 ACRES**
BEING A PORTION OF
**LOT 1, BLOCK A
YOUNG FAMILY ADDITION**
INSTRUMENT NUMBER 2021069818, O.P.R.W.C.T.

CITY OF KILLEEN
BELL COUNTY, TEXAS

JPH Job No.
2020.024.027 Killeen MF Site Veterans Memorial Rd, Killeen,
Bell Co, TX-WL ESMT.dwg
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1516 E. Palm Valley Blvd., Ste. A4, Round Rock, Texas 78664
Telephone (817) 431-4971 www.jphlandsurveying.com
TBPELS Firm #10019500
DFW | Central Texas | West Texas | Houston | San Antonio

EXHIBIT "A"

PAGE 8 OF 16

KEY NOTES

- ① Lot 1, Block 1
*YOUNG HEALTH SERVICES
SUBDIVISION 1ST EXTENSION*
Cabinet B, Slide 26-B, P.R.B.C.T.
- ② Portion of
Lois Carolyn Young
(called 0.475 of an acre)
Vol. 2795, Pg. 491, D.R.B.C.T.
- ③ Portion of
Lot 2, Block 1
*YOUNG HEALTH SERVICES
SUBDIVISION*
Cabinet A, Slide 41-A, P.R.B.C.T.
- ④ Thomas Earl Young and wife,
Catherine A. Young
(called 0.491 of an acre)
Vol. 3231, Pg. 15, D.R.B.C.T.
- ⑤ Portion of
Sidney Earl Young and wife,
Marilyn Kay Young
(called 0.475 of an acre)
Vol. 2791, Pg. 753, D.R.B.C.T.
- ⑥ Portion of
Lot 1, Block 1
*YOUNG HEALTH SERVICES
SUBDIVISION*
Cabinet A, Slide 41-A, P.R.B.C.T.

Line Data Table			Line Data Table			Line Data Table		
Line #	Bearing	Distance	Line #	Bearing	Distance	Line #	Bearing	Distance
L1	S61°01'22"E	15.00'	L36	S47°42'24"W	18.00'	L71	N61°38'40"E	17.87'
L2	S28°58'47"W	63.83'	L37	N42°17'36"W	15.00'	L72	S75°54'56"E	92.42'
L3	S61°27'16"E	9.04'	L38	N47°42'24"E	18.00'	L73	S64°39'56"E	12.92'
L4	S28°32'44"W	15.00'	L39	N42°18'48"W	234.91'	L74	S42°17'54"E	60.92'
L5	N61°27'16"W	9.16'	L40	S47°41'12"W	136.59'	L75	S47°41'12"W	13.28'
L6	S28°58'47"W	44.93'	L41	N83°18'33"W	223.82'	L76	S42°18'48"E	15.00'
L7	S14°32'48"E	28.36'	L42	S06°41'27"W	256.30'	L77	N47°41'12"E	13.27'
L8	S61°01'13"E	99.47'	L43	S56°41'42"W	34.57'	L78	S42°17'54"E	16.93'
L9	N29°19'42"E	20.28'	L44	N73°10'46"W	63.19'	L79	N47°41'16"E	198.16'
L10	S60°40'18"E	15.00'	L45	S16°41'57"W	24.00'	L80	N28°58'47"E	18.40'
L11	S29°19'42"W	20.19'	L46	N73°18'03"W	15.00'	L81	S61°01'13"E	33.69'
L12	S61°01'13"E	35.47'	L47	N16°41'57"E	24.00'	L82	S29°02'11"W	4.58'
L13	S42°18'48"E	189.12'	L48	N73°20'46"W	169.31'	L83	S60°57'49"E	15.00'
L14	S02°41'12"W	17.53'	L49	N33°18'18"W	14.58'	L84	N29°02'11"E	4.59'
L15	S47°41'12"W	100.23'	L50	N06°41'27"E	437.97'	L85	S61°01'13"E	42.53'
L16	S42°18'48"E	151.67'	L51	S70°47'43"E	15.37'	L86	S42°18'48"E	68.92'
L17	S31°03'48"E	17.05'	L52	S70°47'43"E	69.34'	L87	S47°41'12"W	7.50'
L18	S06°12'38"E	51.62'	L53	N19°12'17"E	38.74'	L88	S42°18'48"E	15.00'
L19	S31°03'48"E	10.99'	L54	N70°47'43"W	15.00'	L89	N47°41'12"E	7.50'
L20	S42°18'48"E	84.11'	L55	S19°12'17"W	23.74'	L90	S42°18'48"E	45.47'
L21	S02°41'12"W	29.08'	L56	N70°47'43"W	151.65'	L91	S47°41'01"W	19.36'
L22	S47°41'12"W	141.45'	L57	N25°47'43"W	20.19'	L92	S42°18'59"E	15.00'
L23	S42°18'48"E	151.34'	L58	N19°12'17"E	17.46'	L93	N47°41'01"E	19.36'
L24	N47°41'12"E	36.73'	L59	S70°47'43"E	4.60'	L94	S42°18'48"E	36.05'
L25	S87°18'48"E	8.75'	L60	N19°12'17"E	15.00'	L95	S02°41'12"W	5.10'
L26	N47°21'43"E	4.62'	L61	N70°47'43"W	4.60'	L96	S47°41'12"W	306.80'
L27	S42°38'17"E	15.00'	L62	N19°12'17"E	120.96'	L97	S42°18'51"E	29.37'
L28	S47°21'43"W	3.49'	L63	S70°47'43"E	8.76'	L98	S47°41'12"W	6.99'
L29	S42°23'49"E	1.40'	L64	N19°12'17"E	15.00'	L99	S42°18'48"E	15.00'
L30	S47°36'11"W	15.00'	L65	N70°47'43"W	8.76'	L100	N47°41'12"E	25.94'
L31	N42°23'49"W	7.60'	L66	N19°12'17"E	31.00'	L101	N42°18'48"W	29.37'
L32	S47°41'12"W	29.13'	L67	S70°47'43"E	23.77'	L102	N47°41'12"E	178.82'
L33	S42°18'48"E	108.62'	L68	N19°12'17"E	15.00'	L103	S42°18'48"E	22.99'
L34	S47°46'15"W	15.00'	L69	N70°47'43"W	23.77'	L104	S47°41'12"W	16.95'
L35	N42°18'48"W	25.02'	L70	N19°12'17"E	147.40'	L105	S42°18'48"E	15.00'

LEGEND OF ABBREVIATIONS

- P.R.B.C.T. Plat Records of Bell County, Texas
 O.P.R.B.C.T. Official Public Records of Bell County, Texas
 D.R.B.C.T. Deed Records of Bell County, Texas
 POB/POC Point of Beginning/Point of Commencing

MONUMENTS / BEARING BASIS

- Calculated point (Not found or set)
 Found monuments are as noted
 The bearings shown hereon are Texas State Plane Grid bearings
 (Texas Central Zone, NAD83).

- CRS ○ 1/2" rebar stamped "JPH Land Surveying" set/recovered
 MNS ○ Mag nail & washer stamped "JPH Land Surveying" set/recovered

EXHIBIT "A"

PAGE 9 OF 16

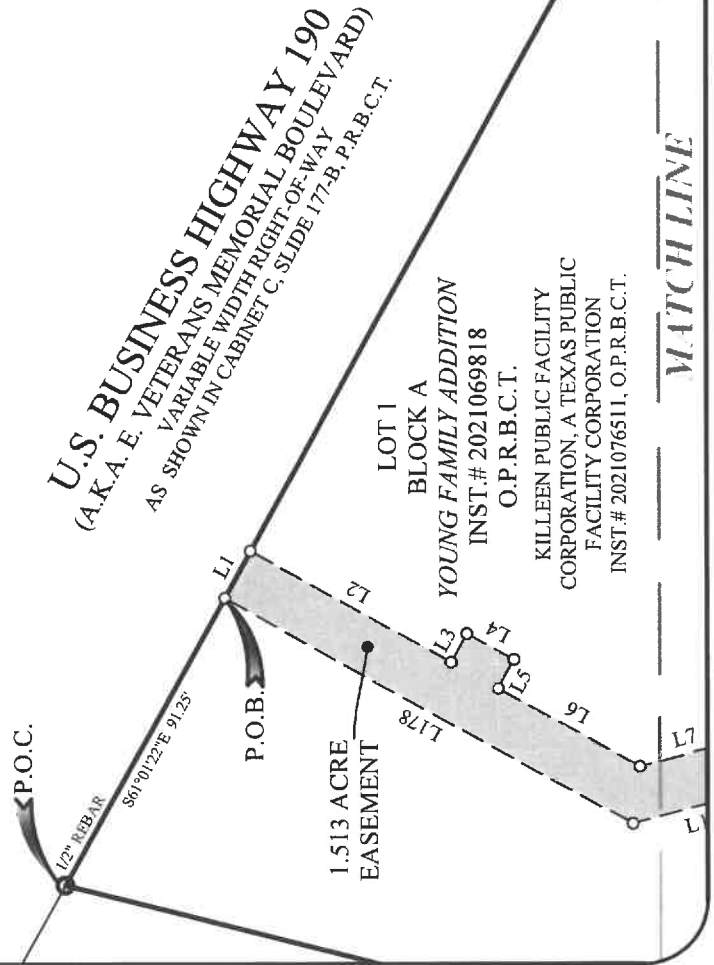
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L107	S42°18'48"E	111.35'	L142	S56°41'42"W	15.00'	L177	N14°32'48"W	40.79'
L108	S58°19'25"W	4.81'	L143	S33°22'12"E	7.50'	L178	N28°58'48"E	129.75'
L109	S31°40'35"E	15.00'	L144	S56°41'42"W	0.98'			
L110	N58°19'25"E	3.92'	L145	N73°18'03"W	195.06'			
L111	S06°12'38"E	49.51'	L146	N16°19'51"E	11.23'			
L112	S31°03'48"E	15.77'	L147	N06°41'27"E	13.92'			
L113	S42°18'48"E	79.37'	L148	N82°47'13"W	15.00'			
L114	S02°41'12"W	16.66'	L149	S06°41'27"W	12.79'			
L115	S47°41'12"W	69.68'	L150	S16°19'51"W	9.87'			
L116	N42°18'48"W	26.73'	L151	N73°18'03"W	7.55'			
L117	S47°41'12"W	15.00'	L152	N14°52'44"E	11.67'			
L118	S42°18'48"E	26.73'	L153	N75°07'16"W	15.00'			
L119	S47°41'12"W	83.97'	L154	S14°52'44"W	11.19'			
L120	N42°18'48"W	7.51'	L155	N73°18'03"W	2.42'			
L121	S47°39'50"W	15.00'	L156	N33°18'18"W	3.66'			
L122	S42°18'48"E	7.50'	L157	N06°41'26"E	204.49'			
L123	S47°41'12"W	96.34'	L158	S83°18'33"E	23.53'			
L124	N83°18'35"W	14.66'	L159	N06°41'27"E	15.00'			
L125	N06°41'27"E	23.59'	L160	N83°18'33"W	23.53'			
L126	N83°18'33"W	15.00'	L161	N06°41'27"E	158.13'			
L127	S06°41'27"W	23.59'	L162	S81°46'20"E	7.50'			
L128	N83°18'33"W	198.16'	L163	N06°41'27"E	15.01'			
L129	N06°41'27"E	3.44'	L164	N81°46'20"W	7.50'			
L130	N83°18'33"W	15.00'	L165	N06°41'27"E	36.56'			
L131	S06°41'27"W	14.84'	L166	N70°47'43"W	15.37'			
L132	N83°18'33"W	13.47'	L167	N70°47'43"W	88.16'			
L133	S06°41'27"W	15.00'	L168	N25°47'43"W	32.62'			
L134	S83°18'33"E	24.30'	L169	N19°12'17"E	373.86'			
L135	S06°41'25"W	29.94'	L170	N61°38'40"E	29.52'			
L136	N83°18'33"W	23.61'	L171	S75°54'56"E	99.72'			
L137	S06°41'27"W	15.00'	L172	S64°39'56"E	17.36'			
L138	S83°18'33"E	23.61'	L173	S42°18'48"E	80.82'			
L139	S06°41'27"W	192.96'	L174	N47°41'12"E	180.67'			
L140	S56°41'42"W	4.60'	L175	N28°58'47"E	15.93'			

EXHIBIT "A"

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Scale: 1" = 50'



INST.# 2021076511, O.P.R.B.C.T.

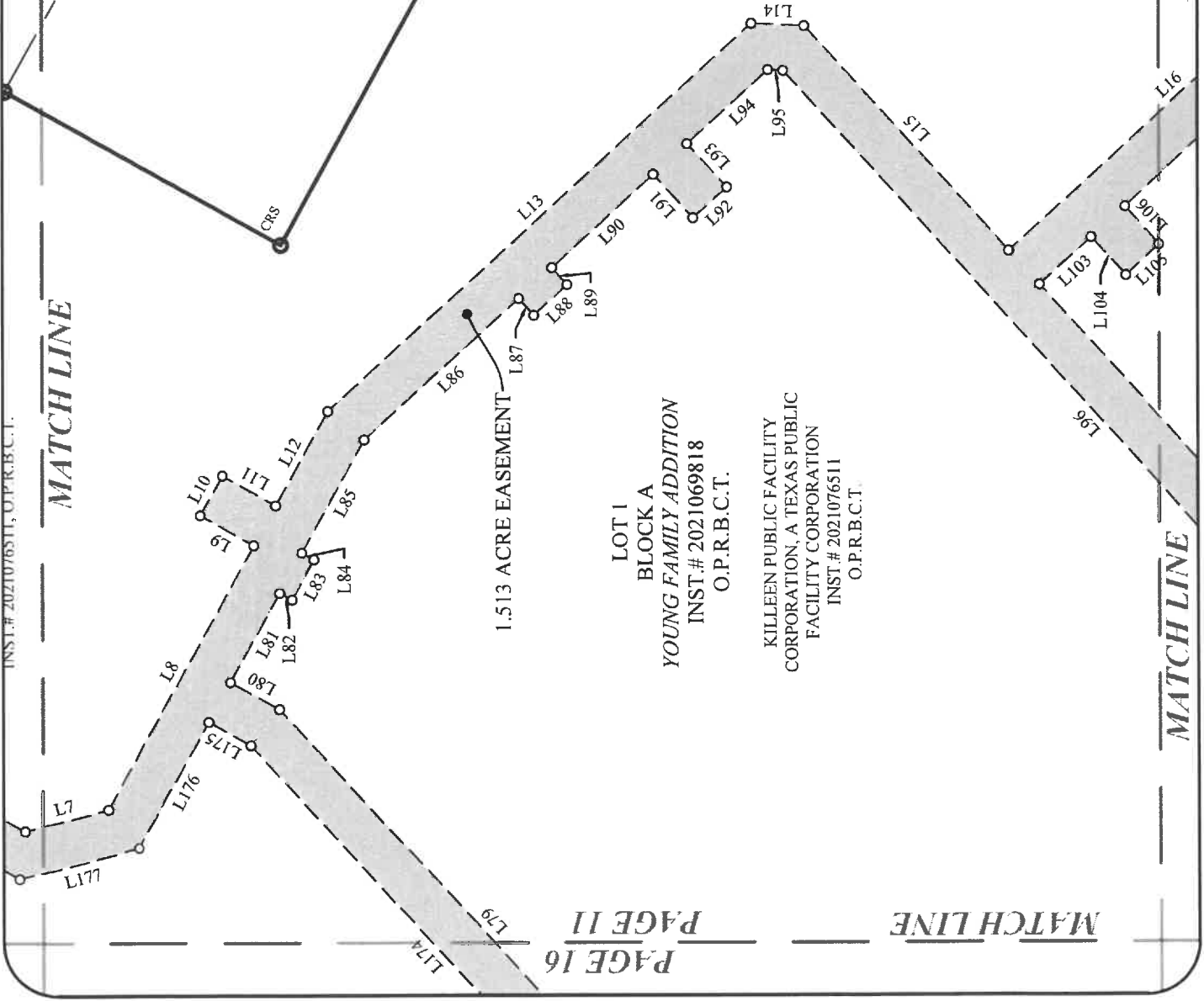
PAGE 10
PAGE 11

EXHIBIT "A"
PAGE 11 OF 16



ADEN ZAYED
INST.# 2022070482
O.P.R.B.C.T.

LOT 1, BLOCK 1
K.F.C. ADDITION
GAB. 8, SL 257-B
P.R.B.C.T.



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PAGE 11

MATCH LINE

PAGE 11
PAGE 12

MATCH LINE



Scale: 1" = 50'

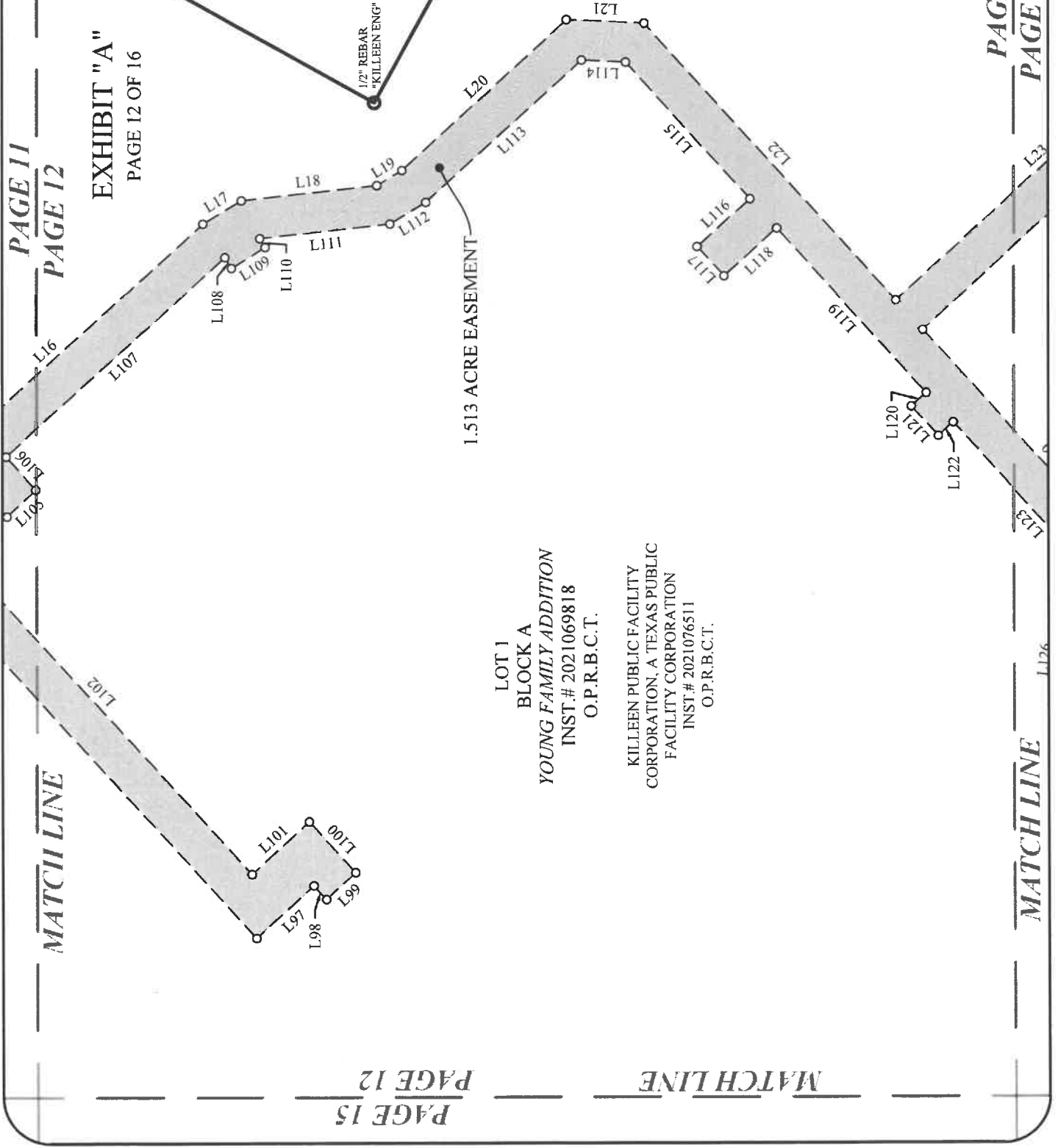
LOT 2, BLOCK 1
SK SUBDIVISION REPLAT
CABINET D, SLIDE 367-A
P.R.B.C.T.

EXHIBIT "A"

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PAGE 12

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PAGE 13



1.513 ACRE EASEMENT

PAGE 15
PAGE 12

MATCH LINE

MATCH LINE

LOT 1
BLOCK A
YOUNG FAMILY ADDITION
INST. # 2021069818
O.P.R.B.C.T.

KILLEEN PUBLIC FACILITY
CORPORATION, A TEXAS PUBLIC
FACILITY CORPORATION
INST. # 2021076511
O.P.R.B.C.T.

MATCH LINE

L126

PAGE 12
PAGE 13

MATCH LINE

MATCH LINE

1.513 ACRE EASEMENT

LOT 1
BLOCK A
YOUNG FAMILY ADDITION
INST.# 2021069818
O.P.R.B.C.T.

KILLEEN PUBLIC FACILITY
CORPORATION, A TEXAS PUBLIC
FACILITY CORPORATION
INST.# 2021076511
O.P.R.B.C.T.

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PAGE 13

W.S. YOUNG DRIVE
(A.K.A COUNTY ROAD 300)
VARIABLE WIDTH RIGHT-OF-WAY AS DESCRIBED IN
VOL.103, PG. 206, D.R.B.C.T.



Scale: 1" = 50'

EXHIBIT "A"

PAGE 13 OF 16

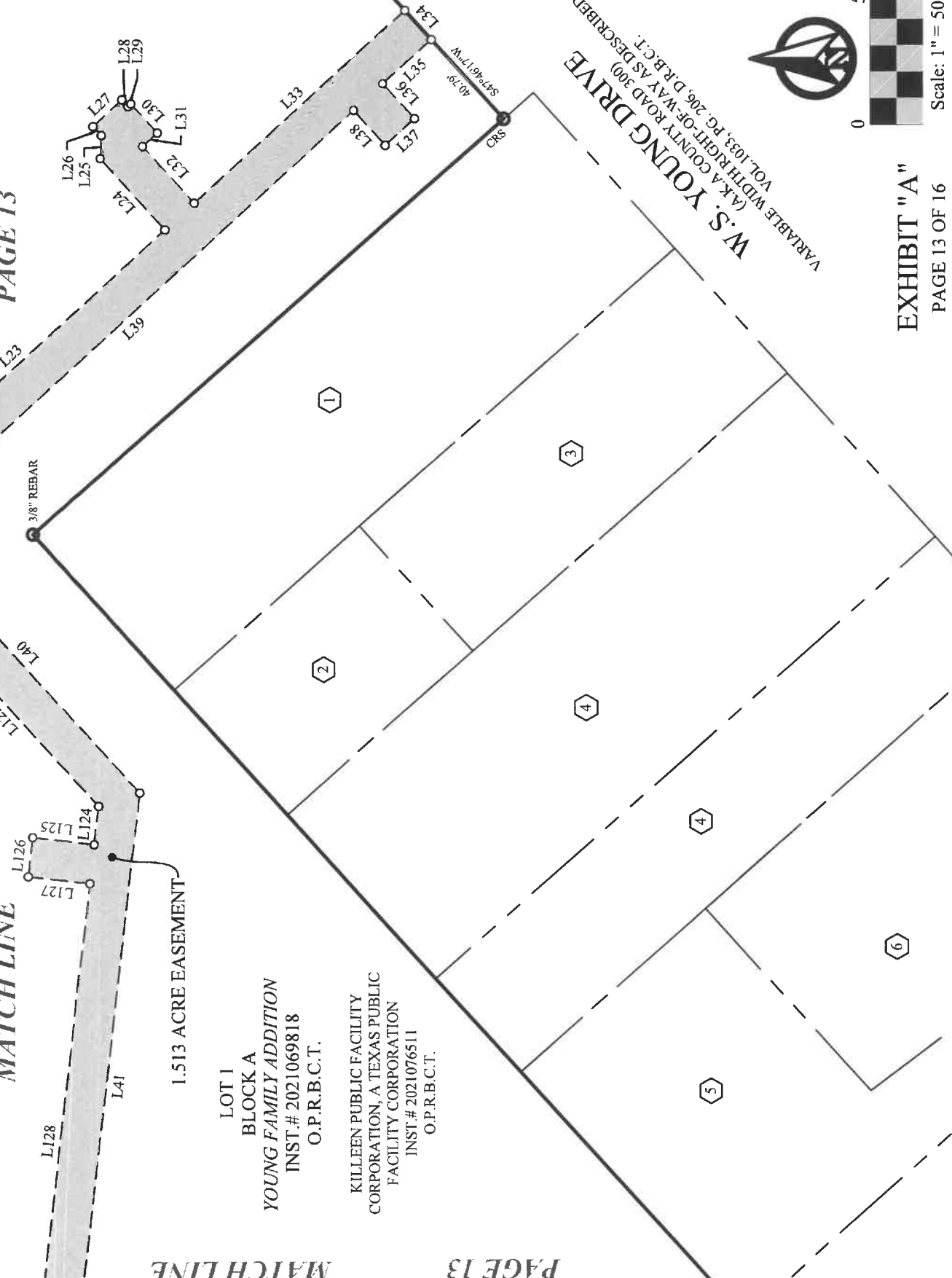


EXHIBIT "A"

PAGE 14 OF 16

MATCH LINE

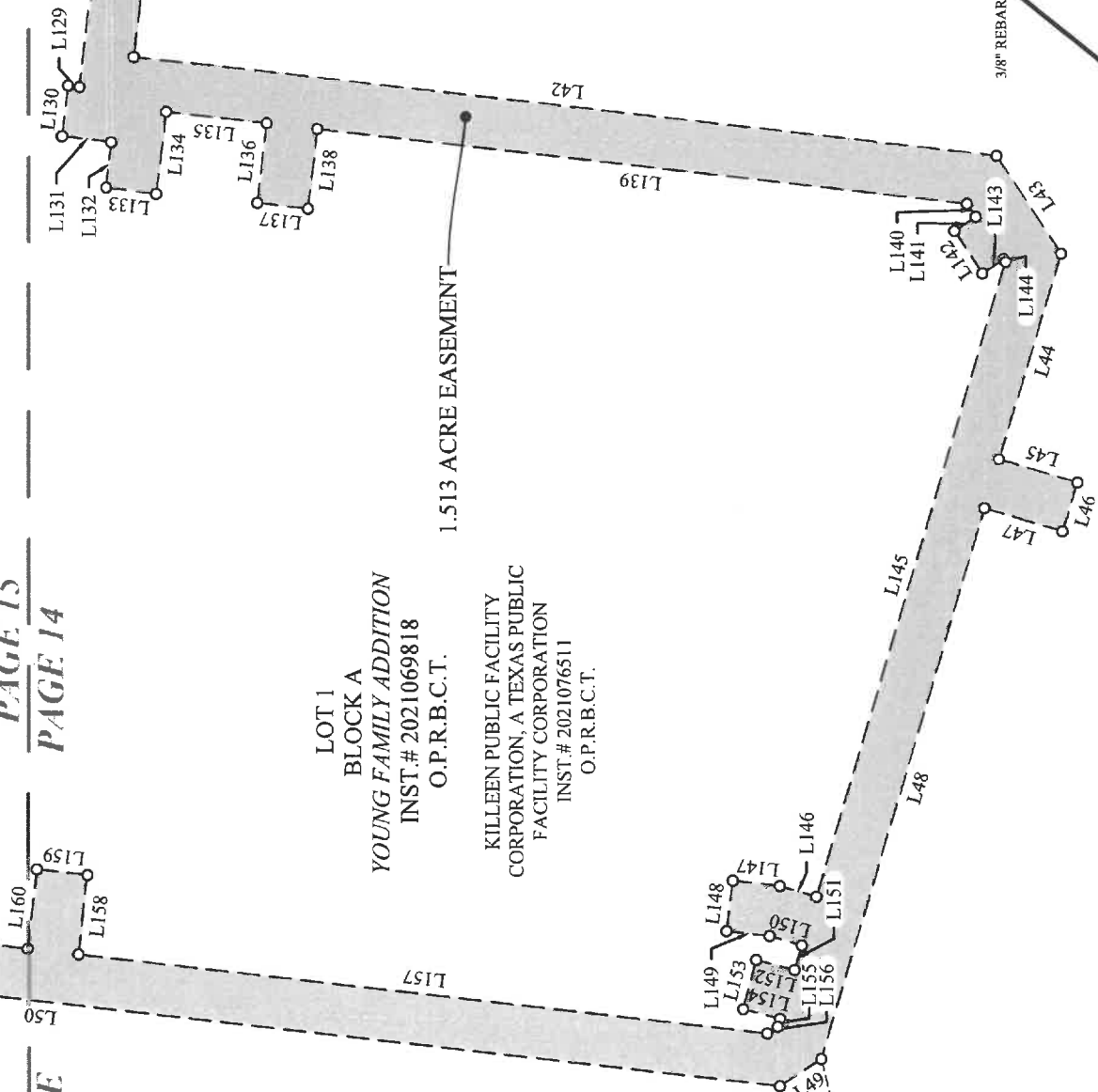
PAGE 15
PAGE 14

PAGE 14
PAGE 13
MATCH LINE

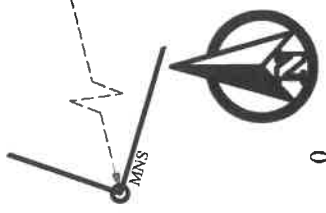
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BLOCK A
YOUNG FAMILY ADDITION
INST.# 2021069818
O.P.R.B.C.T.

1.513 ACRE EASEMENT

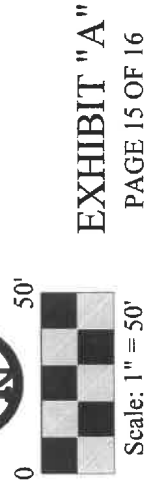
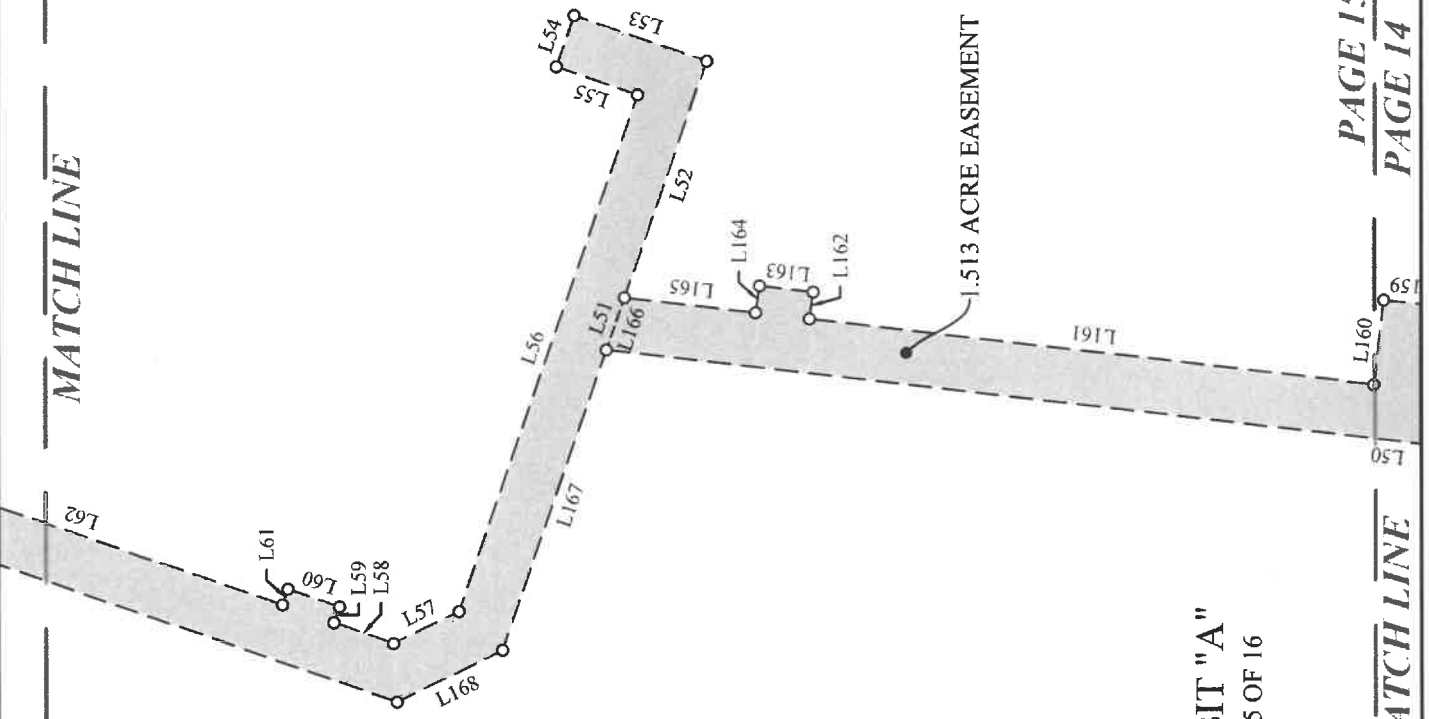
KILLEEN PUBLIC FACILITY
CORPORATION, A TEXAS PUBLIC
FACILITY CORPORATION
INST.# 2021076511
O.P.R.B.C.T.



S75°57'45\"/>



Scale: 1" = 50'



CITY OF KILLEEN
CALLED 0.324
OF AN ACRE
INST.# 202109767
O.P.R.B.C.T.

LOT 1
BLOCK A
YOUNG FAMILY ADDITION
INST.# 2021069818
O.P.R.B.C.T.

KILLEEN PUBLIC FACILITY
CORPORATION, A TEXAS PUBLIC
FACILITY CORPORATION
INST.# 2021076511
O.P.R.B.C.T.

1.513 ACRE EASEMENT

L62

L61

L60

L59

L58

L57

L56

L167

L166

L51

L165

L164

L163

L162

L161

L160

L159

L50

CRS

CRS

1/2" REBAR

1/2" REBAR

N22°15'08"W 102.70'

CITY OF KILLEEN
CALLED 0.324
OF AN ACRE
INST.# 2021059767
O.P.R.B.C.T.

CITY OF KILLEEN
VOL. 765, PG. 657
D.R.B.C.T.

1.513 ACRE EASEMENT

LOT 1
BLOCK A
YOUNG FAMILY ADDITION
INST.# 2021069818
O.P.R.B.C.T.

KILLEEN PUBLIC FACILITY
CORPORATION, A TEXAS PUBLIC
FACILITY CORPORATION
INST # 2021076511
O.P.R.B.C.T.

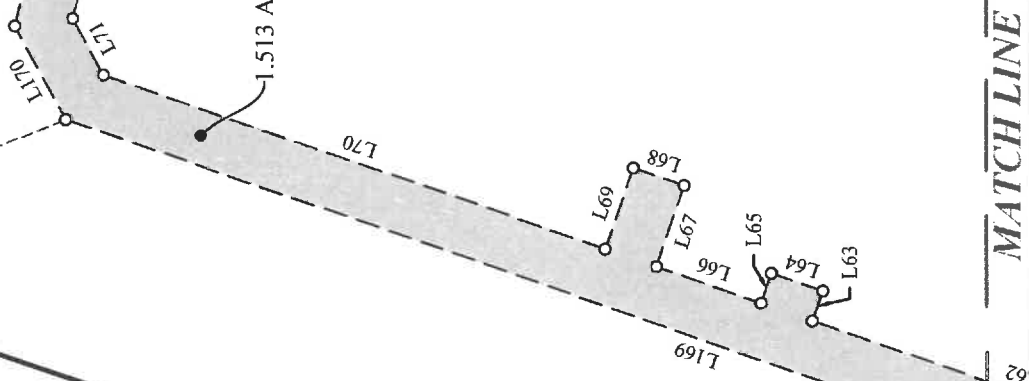


EXHIBIT "A"

PAGE 16 OF 16



Scale: 1" = 50'