

## **PRIOR LAND DEDICATION CREDIT TO OFFSET FUTURE PARKLAND DEDICATION REQUIREMENTS AGREEMENT**

THIS PRIOR LAND DEDICATION CREDIT TO OFFSET FUTURE PARKLAND DEDICATION REQUIREMENTS AGREEMENT (hereinafter "Agreement") is made and entered into, by and between the **CITY OF KILLEEN, TEXAS**, a home rule municipal corporation (hereinafter "City") and **CTDC, LLC** a Texas limited Liability company (hereinafter "Developer").

WHEREAS, the Developer is also the current owner of certain real property, which is herein referred to as, STILLFOREST TRACT, located in the City of Killeen, Bell County, Texas, (hereinafter "Tract A") more particularly described on Exhibit "A1", Exhibit "A2" and Exhibit "A3" which is attached and incorporated hereto; and

WHEREAS, the Developer proposed to dedicate to the City (7) seven parcels of undeveloped real property with Property Identification Numbers: 28432, 28433, 28434, 28435, 28436, 459648, and 459649 ("Tract A Dedicated Properties") which Tract A Dedicated Properties totaling approximately 4.174 acres as shown in Exhibit "A1", Exhibit "A2" and Exhibit "A3" and more specifically described in Exhibit "A1", Exhibit "A2" and Exhibit "A3"

WHEREAS, the Developer is also the current owner of certain real property, which is herein referred to as, BUNNY TRAIL TRACT, located in the City of Killeen, Bell County, Texas, (hereinafter "Tract B") more particularly described in Exhibit "B" which is attached and incorporated hereto; and

WHEREAS, the Developer proposed to dedicate to the City (1) one parcel of undeveloped real property with the Property Identification Number: 97192 ("Tract B Dedicated Property") which Tract B Dedicated Property totals approximately 33.817 acres as shown in Exhibit "B" and more specifically described in Exhibit "B"; and

WHEREAS, the Developer is the current owner of certain real property, which is herein referred to as, PURSER CROSSING TRACT, located in the City of Killeen, Bell County, Texas, (hereinafter "Tract C") more particularly described in Exhibit "C" which is attached and incorporated hereto; and

WHEREAS, the Developer proposed to dedicate to the City (7) seven parcels of undeveloped real property with Property Identification Numbers: 396578, 455153, 455154, 455155, 455156, 455157 and 455158 ("Tract C Dedicated Properties") which Tract C Dedicated Properties totaling approximately 25.504 acres as shown in Exhibit "C" and more specifically described in Exhibit "C"; and

WHEREAS, the Developer intends on donating the combined undeveloped properties to the City (referred to herein as the "Donated Properties;"); and

WHEREAS, pursuant to Section 26-135 of the Code of Ordinances, City of Killeen, Texas, the City has the authority to enter into a written agreement with a property owner to credit a gift of land, on a per-acre basis, that has been dedicated to and accepted by the City for park purposes subject to the guidelines established by the City; and

WHEREAS, Pursuant to the City of Killeen Code of Ordinances Section 26-137(D), land proposed for dedication that is off-site from the parcel being proposed for development that is requiring it, shall be located in the same park benefit zone. Off-site land dedications shall be sized twenty (20) percent larger than the required minimum land dedication and shall not be less than ten (10) acres. Each site shall meet the same standards as sites located within the parcel proposed for development and shall be conveyed to the City.

WHEREAS, rather than accepting each individual property's acreage amount, the City agrees to accept the Donated Properties, as listed specifically herein this Agreement, as a gift for a total of 63.5 credit amount of acreage, towards Developer's future Parkland Dedication requirements.

WHEREAS, the City has agreed to accept a minimum of ten (10) acres, for each future development, of the total 63.5 acres of the Dedicated Properties herein to be donated and credited towards Developer's future Parkland Dedication requirements for Developer's future development. Furthermore, the City is aware that the Developer's future development may not be within the same "park benefit zone" as mandated under Section 26-137(D) of the City's Code of Ordinances; However, the City agrees to waive that requirement herein this Agreement.

WHEREAS, the City and the Developer have entered into this Agreement to set forth the terms and conditions for the acceptance of Developer's real property as a credit to offset Developer's future Parkland Dedication requirements; and

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

## **ARTICLE I. CREDITS FOR DONATED PROPERTIES**

### **1.01. Total Acreage Credit Towards Future Parkland Dedication Requirements**

The City intends to credit the Developer a total of 63.5 acres towards Developer's future Parkland Dedication Requirements imposed under Article VI, Standards and Requirements of Chapter 26, Subdivisions and Other Property Developments, of the City of Killeen Code of Ordinances, as amended.

PRIOR LAND DEDICATION CREDIT TO OFFSET FUTURE PARKLAND DEDICATION REQUIREMENTS AGREEMENT-PURSER PROPERTIES: BUNNY TRAIL, PURSER CROSSING, STILLFOREST.

However, the City intends to accept and credit a minimum of ten (10) acres, for each future development, of those above total 63.5 acres towards Developer's future development Parkland Dedication requirements if the future development is not within the same "park benefit zone."

#### **1.02. Identification of Land to be Donated.**

Developer intends to donate, and the City intends to accept the Donated Properties as particularly described more fully herein above and in Exhibits A1, A2, A3, B and C.

The City has agreed to accept the total 63.5 Donated Properties on an as-is basis. Notwithstanding Developer's obligations under Section 3.01 herein.

#### **1.03. Final Acceptance of the Donated Properties**

Final acceptance of the Donated Properties was subject to a Phase I Environmental Assessment with positive results for the Donated Properties. The City was responsible for all fees associated with the Phase I Environmental Assessment.

The City has verified that the Donated Properties have no negative results from the Phase I Environmental Assessment. Therefore, Developer shall have fourteen (14) business days, from the day Developer signs this Agreement, but no later than fourteen (14) business days after the Killeen City Council has accepted the Donated Properties, as required under Killeen Code of Ordinances, to transfer the deeds to the City and provide documentation of such transfer. The City will have the option to plat the Donated Properties, at all costs to the City, after the City is deeded the Donated Properties.

After compliance with all provisions of this Agreement, the Executive Director of Recreational Services will provide the Developer with a formal acceptance letter of the Donated Properties.

#### **1.04 Good Title**

Developer agrees that as condition of acceptance of the Donated Properties, Developer shall convey each Donated Property by warranty deed. In addition, as a condition of acceptance of the Donated Properties, the City may acquire, at its option and costs, title insurance in an amount equal to the cost of each Donated Property, or such other evidence of title acceptable to the City Attorney or his/her designee, indicating that the City will be

PRIOR LAND DEDICATION CREDIT TO OFFSET FUTURE PARKLAND DEDICATION REQUIREMENTS AGREEMENT-PURSER PROPERTIES: BUNNY TRAIL, PURSER CROSSING, STILLFOREST.

receiving good and indefeasible title to the Donated Properties, free and clear of all liens, encumbrances and restrictions.

## **ARTICLE II. RESERVED**

## **ARTICLE III. ENVIRONMENTAL MATTERS**

### **3.01. Environmental Matters - Disclosure**

Developer agrees to disclose to City, prior to the final inspection provided for in paragraph 1.03 above, any and all information it may have regarding the presence of any hazardous materials on, in or under the Donated Properties. As used in this Agreement, "hazardous materials," means any "hazardous substance," "pollutant or contaminant," "petroleum" (or any fraction thereof), and "natural gas liquids," as those terms are defined or used in Section 101 of the federal Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), and any other substances regulated or subject to guidance from governmental entities because of their actual or potential effect on public health and the environment, including without limitation: PCBs, lead paint, asbestos, formaldehyde, radon and mold (in toxic quantities).

Developer also certifies that it has complied and is in compliance with all applicable environmental laws and there are no proceedings, actions, or claims relating to hazardous materials or conditions on the Donated Properties threatened by any governmental entity or third party (including, without limitation, any claims relating to the presence of, as well as the release or management of hazardous materials on the Donated Properties).

## **ARTICLE IV. RESERVED**

## **ARTICLE V. DEFAULT AND REMEDIES**

### **5.01. Events of Default**

The following shall be considered as events of default, in each case to the extent not cured within five (5) business days following written notice thereof from the City:

- a) The Developer has failed to provide documentation confirming the Warranty Deed for the Donated Properties.
- b) The Developer has been declared insolvent.

- c) A Receiver has been appointed to handle the affairs or assets of the Developer.
- d) The filing of a voluntary or involuntary petition in bankruptcy by or against the Developer.
- e) The commencement of a foreclosure proceeding of a lien against any of the Donated Properties or there conveyance in lieu of foreclosure.
- f) The Developer's failure to cure a defect within the cure period provided in this Agreement, as the same may be extended in accordance with this Agreement.
- g) The failure of Developer to comply with any other covenant or promise contained in the Agreement.

#### **5.02. Specific Remedies**

- a) In the event of default by Developer, the City shall be entitled to withdraw acceptance of the Donated Properties and withdraw any credits towards future Parkland Dedication Requirements.
- b) In the event the City files an action to enforce the terms of this Agreement, including without limitation, a court action or claim in bankruptcy court, the City will be entitled to its actual court costs and reasonable attorneys' fees.

#### **5.03. Remedies Cumulative**

The remedies of the City provided in this Agreement shall be construed to be cumulative and nonexclusive. The City shall also be entitled to exercise all other rights and remedies that are available at law and in equity.

### **ARTICLE VI. MISCELLANEOUS PROVISIONS**

#### **6.01. Entire Agreement**

This Agreement, along with all Exhibits that are attached and incorporated, contains the entire agreement between the City and the Developer and cannot be varied except by written agreement executed by the Parties hereto. This Agreement shall be subject to change, amendment, or modification only in writing, and by the signatures and mutual consent of the Parties.

#### **6.02. Notices**

Unless instructed otherwise in writing, Developer agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

City of Killeen, Texas  
Attn: Kelly Snook, Executive Director of Recreational Services  
1700 E Stan Schlueter Loop  
Killeen, Texas 76542

City agrees that all notices or communications to Developer permitted or required under this Agreement shall be addressed to Developer at the following address:

CTDC, LLC  
2901 E Stan Schlueter Loop  
Killeen, Texas 76542

All notices or communications required to be given in writing by one party or the other, unless hand-delivered, shall be considered as having been received by the addressee on fifth day after the date such notice or communication is postmarked by the sending party. If any notice is hand-delivered to the addressee, then the notice is considered received on the actual date of receipt.

#### **6.03. Nonwaiver**

No waiver of the City's rights under this Agreement shall be deemed to have been made unless expressed in writing and signed by an authorized representative of the City. No delay or omission in the exercise of any right or remedy accruing to the City upon a breach of this Agreement by the Developer, or its Sureties will impair its right or remedy or be construed as a waiver for any such breach theretofore or thereafter occurring. The waiver by the City of any breach of any term, covenant or conditions shall not be deemed to be a waiver of any other or subsequent breach of this same or any other term, covenant or condition herein contained.

#### **6.04. Recitals and Headings**

Recitals contained at the beginning of this Agreement shall be construed as a part of this Agreement. However, headings used throughout this Agreement have been used for administrative convenience only and do not constitute matter to be considered in interpreting this Agreement.

#### **6.05. Successors and Assigns, Covenants with the Land, and Subordination by Lienholders**

This Agreement shall be binding upon the successors and assigns of the Developer and shall be covenants running with the land described herein as the Property. This Agreement or a memorandum thereof, may be recorded in the Land Records of the county in which the Donated Properties are located.

Developer must disclose this Agreement to any successors and assigns of the

PRIOR LAND DEDICATION CREDIT TO OFFSET FUTURE PARKLAND DEDICATION REQUIREMENTS AGREEMENT-PURSER PROPERTIES: BUNNY TRAIL, PURSER CROSSING, STILLFOREST.

Developer.

**6.06. Venue**

This Agreement shall be construed under and in accordance with the laws of the State of Texas and is fully performable in Bell County, Texas. Exclusive venue shall be in Bell County, Texas.

**6.07. Severability**

In case any one or more of the provisions contained in this Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality or un-enforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**6.08. No Waiver of Governmental Immunity**

Nothing contained in this Agreement shall be construed as a waiver of the City's sovereign or governmental immunity.

**6.09. Developer's Authority**

The Developer represents and warrants to the City that it has full power and authority to enter into and fulfill the obligations of this Agreement.

**6.10. Benefits Inure to the Parties**

The benefits of this Agreement inure solely to the City and the Developer, not to any third parties or any other entities regardless of whether the owners of said entities are the same owners for Developer.

**6.11 Effective Date**

This Agreement shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

**SIGNATURE PAGE TO FOLLOW**

**CITY OF KILLEEN, TEXAS**  
**A Home Rule Municipal Corporation**

By: \_\_\_\_\_  
Name: **KENT CAGLE**  
Title: City Manager

**APPROVED AS TO FORM AND SUBSTANCE:**

\_\_\_\_\_  
Holli Clements, CITY ATTORNEY

**ACKNOWLEDGMENT**

**STATE OF TEXAS       §**  
                                  **§**  
**COUNTY OF BELL     §**

This Agreement was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by **KENT CAGLE, CITY MANAGER** of the **City of Killeen, Texas**, a Home Rule Municipal Corporation, on behalf of said municipal corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**CTDC, LLC**

By: \_\_\_\_\_  
Name: Gary W Purser, Jr  
Title: President

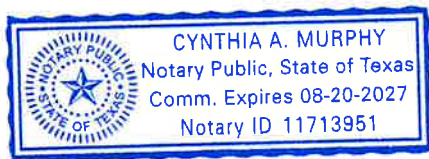
**ACKNOWLEDGMENT PAGE TO FOLLOW**



**ACKNOWLEDGMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF BELL      §

This Agreement was acknowledged before me on the 27 day of February, 2024, by **GARY W. PURSER JR.**, MANAGER, for CTDC, LIMITED LIABILITY COMPANY.



Cynthia A. Murphy  
Notary Public, State of Texas

## EXHIBIT A1

FIELD NOTES for a 0.669 acre tract of land in Bell County, Texas, part of the J. J. McGlothlin Survey, Abstract No. 623, and the land herein described being part of Stillforest Drive, a roadway dedicated in that certain tract of land referred to as Stillforest Subdivision, being of record in Cabinet A, Slides 289-B & C, Plat Records of Bell County, Texas, and being more particularly described as follows:

Beginning at a 3/8" iron rod with cap stamped "M & ASSOC., KILLBURN" set, in the east right-of-way of Stonetree Drive, in the north right-of-way of Stillforest Drive, being the southwest corner of Lot 1, Block 13, of said Stillforest Subdivision, for the northwest corner of this.

THENCE with the south line of said Block 13 and the north right-of-way of Stillforest Drive the following 6 (Six) courses:

1. S. 72° 42' 00" E., 357.12 feet (Plot S. 72° 42' 00" E., 357.12 feet), a 1-1/4" iron pipe found, for the point of curvature of a curve to the left,
2. With said curve to the left 31.64 feet (having a Radius of 79.00 feet, Long Chord bears S. 85° 38' 55" E., 31.37 feet (Plot Arc 31.64 feet)) to a 3/8" iron rod found, for a corner of this,
3. N. 81° 24' 10" E., 246.21 feet (Plot N. 81° 24' 10" E., 246.38 feet), to a 3/8" iron rod with cap stamped "M & ASSOC., KILLBURN" set, for an angle point of this,
4. N. 71° 51' 20" E., 190.36 feet (Plot N. 71° 51' 20" E., 190.17 feet), to a 3/8" iron rod with cap stamped "M & ASSOC., KILLBURN" set, for the point of curvature of a curve to the left,
5. With said curve to the left 30.06 feet (having a Radius of 70.00 feet, Long Chord bears N. 63° 38' 40" E., 19.99 feet (Plot Arc 30.06 feet)) to a 3/8" iron rod with cap stamped "M & ASSOC., KILLBURN" set, for a corner of this, and
6. N. 55° 26' 00" E., 25.21 feet (Plot bearing N. 55° 26' 00" E.), to a 3/8" iron rod with cap stamped "M & ASSOC., KILLBURN" set, in the south line of Lot 5, Block 13, of said Stillforest Subdivision, in a west line of that certain tract of land referred to as Stillforest Subdivision 2<sup>nd</sup> Extension, being of record in Cabinet C, Slides 374-C & D, for the northeast corner of this.

THENCE with the west line of said Stillforest 2<sup>nd</sup> Extension, S. 34° 34' 00" E., 30.00 feet (Plot bearing S. 35° 34' 00" E.), to a 60 Spike set in the centerline of said Stillforest Drive, for the southeast corner of this.

THENCE with the centerline of said Stillforest Drive the following 6 (Six) courses:

1. S. 55° 26' 00" W., 25.21 feet (Plot S. 55° 26' 00" W., 25.21 feet), to a 60 Spike set, for the point of curvature for a curve to the right,
2. With said curve to the left 28.66 feet (having a Radius of 100.00 feet, Long Chord bears S. 63° 38' 40" W., 28.56 feet (Plot Arc 28.66 feet)), to a 60 Spike set, for a corner of this,
3. S. 71° 51' 20" W., 192.87 feet (Plot S. 71° 51' 20" W., 192.86 feet), to a 60 Spike set, for an angle point of this,
4. S. 81° 24' 10" W., 248.71 feet (Plot S. 81° 24' 10" W., 248.72 feet), to a 60 Spike set, for the point of curvature for a curve to the right,
5. With said curve to the right 45.20 feet (having a Radius of 100.00 feet, Long Chord bears N. 85° 38' 55" W., 44.81 feet (Plot Arc 45.20 feet)), to a 60 Spike set, for an angle point of this,
6. N. 72° 42' 00" W., 356.96 feet (Plot N. 72° 42' 00" W., 356.95 feet), a 60 Spike set, in the east right-of-way of said Stonetree Drive, for the southwest corner of this.

THENCE N. 16° 59' 52" E., 30.00 feet, (Plot bearing N. 16° 59' 52" E., 30.00 feet), to the POINT OF BEGINNING, containing 0.669 acres of land.

The bearings for the above description are based upon the north and west line of said Lot 13, Block Two, Stillforest 2<sup>nd</sup> Extension, being of record in Cabinet C, Slides 374-C & D, Plat Records of Bell County, Texas.

## EXHIBIT A2

PLAT NOTES for a 0.627 acre tract of land in Bell County, Texas, part of the J. J. McClellin Survey, Abstract No. 623, and the land herein described being part of Stillforest Drive, a roadway dedicated in that certain tract of land referred to as Stillforest Subdivision, being of record in Cabinet A, Slides 219-D & C, Plat Records of Bell County, Texas, and being more particularly described as follows:

*Beginning* at a 60 Spike set, in the centerline of Stillforest Drive, in the east right-of-way line of Stonetree Drive, at the northwest corner of this.

*THENCE* with the centerline of Stillforest Drive the following 6 (Six) courses:

1. S. 72° 42' 00" E., 356.96 feet (Plat S. 72° 42' 00" E., 356.96 feet), to a 60 Spike set, for the point of curvature of a curve to the left,
2. With said curve to the left 45.20 feet (having a Radius of 180.00 feet, Long Chord bears S. 85° 38' 55" E., 37.13 feet (Plat Arc 237.36 feet)) to a 60 Spike set, for a corner of this,
3. N. 81° 24' 10" E., 248.71 feet (Plat N. 81° 24' 10" E., 248.72 feet), to a 60 Spike set, for an angle point of this,
4. N. 71° 51' 20" E., 192.82 feet (Plat N. 71° 51' 20" E., 192.86 feet), to a 60 Spike set, for the point of curvature of a curve to the left,
5. With said curve to the left 28.66 feet (having a Radius of 100.00 feet, Long Chord bears N. 63° 38' 40" E., 28.66 feet (Plat Arc 28.66 feet)) to a 60 Spike set, for a corner of this, and
6. N. 55° 26' 00" E., 25.21 feet (Plat Bearing N. 55° 26' 00" E.), to a 60 Spike set, in a west line of that certain tract of land referred to as Stillforest 2<sup>nd</sup> Extension, being of record in Cabinet C, Slides 374-C & D, Plat Records of Bell County, Texas, for the northeast corner of this.

*THENCE* with the west line of said Stillforest 2<sup>nd</sup> Extension, S. 34° 34' 00" E., 30.00 feet (Plat Bearing S. 34° 34' 00" E.), to a 3/8" iron rod with cap stamped "M & ASSOC., KILLBEN" found, for an angle point of said Stillforest Drive, for an angle point of Lot 13, Block Two, of said Stillforest 2<sup>nd</sup> Extension, for the southeast of this.

*THENCE* with the south right-of-way of said Stillforest Drive and the north line of said Lot 13 the following 6 (Six) courses:

1. S. 55° 26' 00" W., 25.21 feet (Plat S. 55° 26' 00" W., 25.21 feet), to a 3/8" iron rod with cap stamped "M & ASSOC., KILLBEN" found, for the point of curvature for a curve to the right,
2. With said curve to the left 37.26 feet (having a Radius of 130.00 feet, Long Chord bears S. 63° 38' 40" W., 37.13 feet (Plat Arc 37.26 feet)) to a 3/8" iron rod with cap stamped "M & ASSOC., KILLBEN" found, for a corner of this,
3. S. 71° 51' 20" W., 192.37 feet (Plat S. 71° 51' 20" W., 192.37 feet), to a 3/8" iron rod with cap stamped "M & ASSOC., KILLBEN" set, for an angle point of this,
4. S. 81° 24' 10" W., 231.22 feet (Plat S. 81° 24' 10" W., 231.22 feet), to a 3/8" iron rod with cap stamped "M & ASSOC., KILLBEN" set, for the point of curvature for a curve to the right,
5. With said curve to the right 58.76 feet (having a Radius of 130.00 feet, Long Chord bears N. 85° 38' 55" W., 58.26 feet (Plat Arc 58.76 feet)), to a 3/8" iron rod with cap stamped "M & ASSOC., KILLBEN" set, for an angle point of this,
6. N. 72° 42' 00" W., 356.80 feet (Plat N. 72° 42' 00" W., 356.80 feet), to a 3/8" iron rod with cap stamped "M & ASSOC., KILLBEN" set, in the east right-of-way of said Stonetree Drive, for the northwest corner of said Lot 13, for the southwest corner of this

*THENCE* N. 16° 59' 52" E., 30.00 feet, (Plat N. 16° 59' 52" E., 30.00 feet), to the POINT OF BEGINNING, containing 0.627 acre of land.

The bearings for the above description are based upon the north and west line of said Lot 13, Block Two, Stillforest 2<sup>nd</sup> Extension, being of record in Cabinet C, Slides 374-C & D, Plat Records of Bell County, Texas.

**EXHIBIT A3**

LOTS 1-5, BLOCK 13, STILLFOREST SUBDIVISION AS RECORDED IN CABINET A,

SLIDES 289-B & C, PLAT RECORDS OF BELL COUNTY, TEXAS.

## EXHIBIT B

Being a 33.817 acre tract of land situated in and being out of the John E. Maddera Survey, Abstract 600, Bell County, Texas, being that tract of land conveyed to Bentina, Ltd. and Kilceen EGS Property, Ltd. as recorded in Instrument No. 2019-023881, Official Public Records of Bell County; said 33.817 acre tract being more fully described as follows:

**BEGINNING** at a 1" iron pipe found in the North line of a tract of land conveyed to Reavis Family Estate Trust as recorded in Instrument No. 2012-053725, said county records, said rod being the Southeast corner of Bridgewood Addition Phase II as recorded in Cabinet D, Slide 106-A, B & C), said county plat records, and being the Southwest corner of said Bentina tract for the Southwest corner of the herein described tract;

**THENCE, N 16° 37' 12" E, 1238.37 feet** with the East line of said Bridgewood Addition Phase II, the West line of said Bentina tract and the West line of the herein described tract to a 3/8" iron rod found, said rod being the Southwest corner of Bunny Trail Estates Phase Two as recorded in Cabinet D, Slide 384-A, said county records, being the Northwest corner of said Bentina tract for the Northwest corner of the herein described tract;

**THENCE**, with the South line of Bunny Trail Estates Phase Two, the North line of said Bentina tract and the North line of the herein described tract, the following bearings and distances:

**S 73° 22' 48" E, 120.00 feet** to a 3/8" iron rod found with KES cap;  
**S 16° 37' 12" W, 24.26 feet** to a 3/8" iron rod found with KES cap;  
**S 73° 22' 48" E, 180.00 feet** to a 3/8" iron rod found with KES cap;  
**S 16° 37' 12" W, 224.53 feet** to a 3/8" iron rod found with KES cap;  
**S 28° 22' 48" E, 142.08 feet** to a 3/8" iron rod found with KES cap;  
**S 73° 22' 48" E, 869.53 feet** (reference bearing per plat) to a 3/8" iron rod found with KES cap in the West line of Bunny Trail Estates Phase One as recorded in Cabinet D, Slide 345-A&B, said county plat records;

**THENCE, S 16° 37' 12" W, 134.00 feet** with the West line of Bunny Trail Estates Phase One, the North line of said Bentina tract and the North line of the herein described tract to a 3/8" iron rod found, said rod being the Southwest corner of Bunny Trail Estates Phase One for a corner in the North line of said Bentina tract and a corner in the North line of the herein described tract;

**THENCE**, with the South line of Bunny Trail Estates Phase One, the North line of said Bentina tract and the North line of the herein described tract, the following bearings and distances:

**S 73° 22' 48" E, 110.00 feet** to a 3/8" iron rod found with KES cap;  
**S 80° 42' 23" E, 70.58 feet** to a 3/8" iron rod found with KES cap;  
**S 73° 22' 48" E, 110.00 feet** to a 3/8" iron rod found with KES cap;  
**S 16° 37' 12" W, 58.99 feet** to a 3/8" iron rod found with KES cap;  
**S 73° 22' 48" E, 34.44 feet** to a 1/2" iron rod found with Mitchell cap, said rod being the Northwest corner of Elementary School No. 32 as recorded in Cabinet D, Slide 279-D, said county plat records, and being the Northeast corner of said Bentina tract for the Northeast corner of the herein described tract;

**THENCE, S 17° 02' 59" W, 700.00 feet** with the West line of Elementary School No. 32, the East line of said Bentina tract and the East line of the herein described tract to a 1/2" iron rod found with Mitchell cap in the North line of the above mentioned Reavis tract, said rod being the Southwest corner of Elementary School No. 32 and the Southeast corner of said Bentina tract for the Southeast corner of the herein described tract;

**THENCE, N 73° 33' 55" W, 1589.20 feet** with the North line of said Reavis tract, the South line of said Bentina tract and the South line of the herein described tract to the **POINT OF BEGINNING**, containing 33.817 acres of land, more or less.

I, Michelle E. Lee, Registered Professional Land Surveyor, do hereby certify that the above description was prepared from a survey made on the ground of the property described herein.

*Michelle E. Lee*

Michelle E. Lee, RPLS 5-2-2022  
No. 5772, Texas



KILLEEN ENGINEERING & SURVEYING, LTD.  
2901 E. STAN SCHLUETER LOOP  
KILLEEN, TEXAS 76542  
(254) 526-3981 / FAX (254) 526-4351  
TBPE Registration No. F-4200, TBPLS Registration No. 10194541



## EXHIBIT C

Being a 25.504 acre tract of land out of the W.L. Harris Survey, Abstract 1155 and the Joseph G. Furgeson Survey, Abstract 326, Bell County, Texas, being Lots 29A-34A, Block 14, Purser Crossing Phase Six as recorded in Plat Year 2014, No. 14, Plat Records of Bell County, Texas and being the remainder of that tract of land conveyed to RSBP Developers, Inc. as recorded in Instrument Number 2009-00031575, Official Public Records, Bell County, Texas; said 25.504 acre tract being described by metes and bounds as follows:

**BEGINNING** at a 3/8" iron rod found with KES cap in the North line of a tract of land conveyed to Gonzalo Martinez as recorded in Instrument No. 2019-058531, said county records, said rod being the Southeast corner of Purser Crossing Phase Five as recorded in Year 2013, No. 31, said county plat records, and being the Southwest corner of said RSBP tract for the Southwest corner of the herein described tract;

**THENCE, N 23°10'36" E, 471.16 feet and N 17°02'58" E, 33.63 feet** with the East line of said Purser Crossing Phase Five, the West line of said RSBP tract and the West line of the herein described tract to a 3/8" iron rod found with KES cap, said rod being the Southwest corner of Purser Crossing Phase Six as recorded in Year 2014, No. 14, said county plat records, and being the Northwest corner of said RSBP tract for the Northwest corner of the herein described tract;

**THENCE, S 72°57'02" E, 1447.39 feet** (reference bearing per plat) with the South line of Purser Crossing Phase Six, the North line of said RSBP tract and the North line of the herein described tract to a 3/8" iron rod found with KES cap, said rod being the Southwest corner of the above mentioned Lot 29A and a corner in the North line of said RSBP tract for a corner in the North line of the herein described tract;

**THENCE, N 17°02'58" E, 140.00 feet**, with the West line of Lot 29A and the North line of the herein described tract to a 3/8" iron rod found with KES cap in the South margin of John Helen Drive, said rod being the Northwest corner of Lot 29A for a corner in the North line of the herein described tract;

**THENCE, S 72°57'02" E, 712.31 feet**, with the South margin of John Helen Drive, the North line of Lots 29A-34A, the North line of said RSBP tract and the North line of the herein described tract to a point in the centerline of a 60-foot access easement recorded in Volume 2363, Page 367, said county deed records, being the Northeast corner of said RSBP tract for the Northeast corner of the herein described tract;

**THENCE, S 16°52'51" W, 379.37 feet**, with the centerline of said access easement, the East line of said RSBP tract and the East line of the herein described tract to a 1/2" iron rod found with Maples cap in the North line of a tract of land conveyed to Juanita Green Living Trust as recorded in Volume 3237, Page 64, said county deed records, said rod being in the East line of said RSBP tract for a corner in the East line of the herein described tract;

**THENCE, N 76°18'00" W, 25.56 feet**, with the North line of said Green tract, the East line of said RSBP tract and the East line of the herein described tract to a 1/2" iron rod found with Maples cap, said rod being the Northwest corner of said Green tract and a corner in the East line of said RSBP tract for a corner in the East line of the herein described tract;



**THENCE, S 17°53'33" W, 223.31 feet**, with the West line of said Green tract, the East line of said RSBP tract and the East line of the herein described tract to a 1/2" iron rod found with Maples cap, said rod being the Northeast corner of the above mentioned Martinez tract, and the Southeast corner of said RSBP tract for the Southeast corner of the herein described tract;

**THENCE, N 73°33'12" W, 1498.73 feet**, with the North line of said Martinez tract, the South line of said RSBP tract and the South line of the herein described tract to a 1/2" iron rod found with Maples cap, said rod being the Southeast corner of a tract of land conveyed to the City of Killeen as recorded in Volume 3263, Page 774, said county deed records, and being a corner in the South line of said RSBP tract for a corner in the South line of the herein described tract;


**THENCE**, with the East, North and West lines of said City of Killeen tract, the South line of said RSBP tract and the South line of the herein described tract, the following bearings and distances:

**N 16°43'43" E, 40.01 feet**, to a 1/2" iron rod found with Maples cap,  
**N 73°17'54" W, 119.20 feet**, to a 5/8" iron rod found with All County cap,  
**N 28°32'19" W, 63.27 feet**, to a 5/8" iron rod found with All County cap,  
**N 73°23'08" W, 156.75 feet**, to a 3/8" iron rod found,  
**S 61°33'22" W, 69.93 feet**, to a 60D nail found,  
**S 16°50'30" W, 36.34 feet**, to a 1/2" iron rod found with Maples cap in the North line of said Martinez tract, said rod being the Southwest corner of said City of Killeen tract, and a corner in the South line of said RSBP tract for a corner in the South line of the herein described tract;

**THENCE, N 78°53'16" W, 174.07 feet**, with the North line of said Martinez tract, the South line of said RSBP tract and the South line of the herein described tract to a cotton spindle found, said spindle being in the North line of said Martinez tract and in the South line of said RSBP tract for a corner in the South line of the herein described tract;

**THENCE, N 73°05'27" W, 140.27 feet**, with the North line of said Martinez tract, the South line of said RSBP tract and the South line of the herein described tract to the **POINT OF BEGINNING** and containing 25.504 acres of land, more or less.

I, Michelle E. Lee, Registered Professional Land Surveyor, do hereby certify that the above description was prepared from a survey made on the ground of the property described herein.

  
Michelle E. Lee, RPLS 6-23-202-2  
No. 5772, Texas



KILLEEN ENGINEERING & SURVEYING, LTD.  
2901 E. STAN SCHLUETER LOOP  
KILLEEN, TEXAS 76542  
(254) 526-3981/ FAX (254) 526-4351  
TBPE Registration No. 4200, TBPLS Registration No. 10194541

