



## City Council Memorandum

To: Honorable Mayor and Members of the Fate City Council  
Cc: Michael Kovacs, City Manager; Justin Weiss, Assistant City Manager; Victoria Raduechel, City Secretary; Samantha Harris, Deputy City Secretary; Spencer Foster, Assistant to the City Manager; Jon Thatcher, City Attorney  
From: Ryan Wells, Director of Planning & Development Services  
Date: 5 December 2022

**Agenda Item:** (This is an approval of offsite public drainage and utility easements for Edgewater Phase 2) Discuss, consider, and take any necessary action regarding acceptance of one offsite public drainage easement and one offsite public utility easement submitted to the City Council for consideration.

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**Staff Recommendation:** Approve

**Options:** Approve; Approve subject to conditions; Deny; or Table for further review

**Overview:** Fate 163 Land LP, the developer of the Edgewater residential development, submitted two offsite easements for Council approval and recordation to support the Edgewater Phase 2 project. The submittal includes one offsite drainage easement (0.029 acres total) and one offsite utility easement (0.014 acres total), both located on the eastern side of Edgewater Phase 2. The easements are located within property that will ultimately lie within Edgewater Phase 4, but which serve public purposes related to Edgewater Phase 2.

**Financial Considerations:** There is a small public drainage area that would be subject to City management and maintenance should the easements be accepted.

**Supporting Documents** (enclosed):

**Exhibit 1.** Resolution R-2022-XXX, accepting a Drainage Easement for Edgewater Phase 2

**Exhibit 2.** Resolution R-2022-XXX, accepting a Public Utility Easement for Edgewater Phase 2

RESOLUTION NO. R-2022-\_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FATE, TEXAS, ACCEPTING THE DEDICATION FROM FATE 163 LAND LP OF A PUBLIC DRAINAGE EASEMENT ON PROPERTY LOCATED IN THE JB MERCHANT SURVEY, ABSTRACT NO.149 CITY OF FATE, ROCKWALL COUNTY, TEXAS, ATTACHED HERETO AS "EXHIBIT A", AND PROVIDING AN EFFECTIVE DATE.

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FATE, TEXAS:**

**Section 1.** That the City of Fate accepts the dedication of the Public Drainage Easement attached hereto as **Exhibit A** from Fate 163 Land LP, on property located in the JB Merchant Survey, Abstract No.159, City of Fate, Rockwall County Texas, and the City Secretary is hereby directed to record such easement in the Real Property Records of Rockwall County, Texas.

**Section 2.** This Resolution shall be effective immediately upon approval by the City Council.

**AND IT IS SO RESOLVED.**

**PASSED AND APPROVED** this 5th day of December 2022.

**APPROVED:**

\_\_\_\_\_  
**David Billings**  
Mayor

**ATTEST:**

\_\_\_\_\_  
**Victoria Raduechel, TRMC**  
City Secretary

**EXHIBIT A**

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

**DRAINAGE EASEMENT**

**THE STATE OF TEXAS                    §  
   §    KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF ROCKWALL               §**

THAT, FATE 163 LAND LP, whose mailing address is 5001 LBJ Freeway, Suite 450 Dallas, Texas 75244, hereinafter called "Grantor" (whether one or more), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by the City of Fate, Texas, a Texas home rule municipality, whose mailing address is 1900 CD Boren Parkway, Fate, Texas 75087, hereinafter called "Grantee," the receipt and sufficiency of which is hereby acknowledged by Grantor, does hereby GRANT, BARGAIN, SELL, GIVE, TRANSFER AND CONVEY unto said Grantee, its successors and assigns, an exclusive and perpetual easement and right-of-way upon, in, on, over, under and across that property situated in the City of Fate, Rockwall County, Texas, described and depicted in Exhibit A attached hereto and incorporated herein for all purposes (the "Easement Property") for the Easement Purpose (as hereinafter defined), together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement").

The said Easement may be used (i) for the purpose of constructing, installing, improving, operating, using, inspecting, repairing, maintaining, reconstructing, replacing, relocating and removing storm sewer utilities (the "Facilities"), together with all and singular the rights and appurtenances, facilities, equipment and attachments thereto in any way belonging or related, including, without limitation, lines, pipelines, manholes, lateral line connections, and junction boxes, and (ii) for grading and slope construction, improvements, installation, replacement, use, inspection, operation, repair, reconstruction and maintenance, and related facilities and appurtenances, in, over, across, through, and under the Easement Property (the "Easement Purpose"). Grantee, its officers, officials, employees, agents, representatives, contractors, subcontractors, licensees, successors and assigns shall at all times have the right and privilege to access the Easement Property for the Easement Purpose.

Grantee has, together with the Easement and for the consideration set forth herein, the right of ingress and egress upon, over and across as much of Grantor's adjacent lands as may be reasonably necessary for the purpose of constructing, installing, improving, operating, using, inspecting, repairing, maintaining, reconstructing, replacing, relocating, and removing such utilities and all appurtenances, facilities, equipment and attachments thereto; the right to prevent possible interference with the operation of said utilities and to remove possible hazards thereto; and the right to prevent the construction within the Easement Property of any building, structure

or other obstruction or encroachment which may endanger or interfere with the efficiency, safety and convenient operation of said utilities and the appurtenances, facilities, equipment and attachments thereto. Grantor agrees, for the consideration set forth herein, not to construct or place within the Easement Property, any buildings, structures, or other improvements of any nature whatsoever, or any shrubs, trees or other growth of any kind, or otherwise interfere with the Easement, without the prior written consent of Grantee. Grantee shall have the right to remove, and keep removed, all or parts of any building, structure, or other improvement, or any shrub, tree, or other growth, of any character that is located within the Easement Property which, in the judgment of Grantee, may endanger or in any way interfere with the construction, efficiency, or convenient and safe operation and maintenance of the facilities described herein or the exercise of Grantee's rights hereunder.

The Grantor covenants that Grantor is the owner of the above-described property and that the consideration recited herein shall constitute full and final payment for the Easement and for all damages sustained by Grantors by reason of the installation of the structures referred to herein. This agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns.

The Easement and the rights and privileges herein granted are and shall be perpetual, irrevocable, and exclusive to Grantee, its successors and assigns. Grantee may assign, transfer, or otherwise convey this Easement in whole or in part. This Easement shall be construed under the laws of the State of Texas, without regard to its choice-of-law rules of any jurisdiction; venue is in the county or counties where the Easement Property is located.

TO HAVE AND TO HOLD the Easement herein granted, together with all and singular the rights, privileges, and appurtenances thereto in anywise belonging, unto Grantee and Grantee's successors and assigns forever. Grantor does hereby bind Grantor and Grantor's heirs, successors and assigns to WARRANT AND FOREVER DEFEND the Easement, or any part thereof, herein granted to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part thereof when the claim is by, through or under Grantor, but not otherwise.

Grantee will at all times after doing any work in connection with the construction, operation, maintenance or repair of the Facilities, restore the surface of the Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable, excluding trees, shrubs and structures that were removed as a result of such work.

Notwithstanding anything contained herein to the contrary, Grantor shall be allowed to use the Easement Property for any purpose not inconsistent with the Easement, as it pertains to Grantor's developing the balance of the property surrounding the Easement Property.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

IN WITNESS WHEREOF, the said Grantor has executed this instrument this 15 day of November, 2022.

**GRANTOR:**

FATE 163 LAND LP,  
a Texas limited partnership

By: Fate 163 Land GP LLC,  
a Texas limited liability company,  
its General Partner

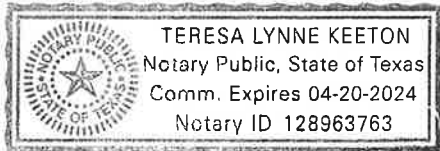
By: PMB Fate 163 Land LLC,  
a Texas limited liability company,  
its Operator

By: [Signature]  
Matt Mildren  
Manager

**ACKNOWLEDGEMENT**

THE STATE OF TEXAS           §  
  §  
COUNTY OF Dallas           §

The foregoing instrument was acknowledged before me on November 15, 2022,  
by Matt Mildren, mgr of PMB Fate 163 Land LLC, Texas on  
behalf of said company.



[Signature]  
Notary Public, State of Texas

AGREED AND ACCEPTED:

GRANTEE:

*CITY OF FATE, TEXAS*

\_\_\_\_\_  
David Billings, Mayor

**ACKNOWLEDGEMENT**

THE STATE OF TEXAS           §

§

COUNTY OF ROCKWALL       §

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_,  
by David Billings, Mayor of the City of Fate, Texas on behalf of said city.

\_\_\_\_\_  
Notary Public, State of Texas

**When Recorded. Return Original To:**

City of Fate, Texas  
1900 CD Boren Parkway  
Fate, Texas 75087

## EXHIBIT A

### EXHIBIT "A" 20' DRAINAGE EASEMENT 0.029 ACRES

BEING A 0.029 ACRE TRACT OF LAND SITUATED IN THE J.B. MERCHANT SURVEY, ABSTRACT NO. 159, CITY OF FATE, ROCKWALL COUNTY, TEXAS, AND BEING PART OF THE REMAINDER OF AN 163.568 ACRE TRACT OF LAND CONVEYED TO FATE 163 LAND, LP, AS RECORDED IN COUNTY CLERK'S FILE NO. 20200000021507, OFFICIAL PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS. SAID 0.029 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (NAD83 (2011) EPOCH 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND COLLIN CORS ARP (PID-DF8982), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 1/2" IRON ROD FOUND FOR AN INTERIOR ELL CORNER OF SAID 163.568 ACRE TRACT AND THE COMMON SOUTHEAST CORNER OF A 9.43 ACRE TRACT OF LAND CONVEYED TO BEVERLY RAGER, AS RECORDED IN VOLUME 3259, PAGE 20, OFFICIAL PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS, FROM WHICH A 1/2" IRON ROD WITH CAP STAMPED "RSCI RPLS 5034" FOUND FOR THE NORTHWEST CORNER OF EDGEWATER, PHASE 1, AN ADDITION TO THE CITY OF FATE, AS RECORDED IN COUNTY CLERK'S FILE NO. 20220000008660, OFFICIAL PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS AND THE COMMON SOUTHWEST CORNER OF SAID 9.43 ACRE TRACT, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF FARM-TO-MARKET ROAD NO. 551, (A VARIABLE WIDTH RIGHT-OF-WAY), BEARS SOUTH 89 DEGREES 05 MINUTES 28 SECONDS WEST, PASSING AT A DISTANCE OF 35.25 FEET THE NORTHEAST CORNER OF SAID EDGEWATER, PHASE 1, IN ALL A TOTAL DISTANCE OF 1222.31 FEET;

THENCE, OVER AND ACROSS SAID 163.568 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 79 DEGREES 33 MINUTES 52 SECONDS EAST, A DISTANCE OF 491.23 FEET TO THE POINT OF BEGINNING;

NORTH 73 DEGREES 02 MINUTES 02 SECONDS EAST, A DISTANCE OF 72.48 FEET TO A POINT FOR CORNER;

SOUTH 16 DEGREES 57 MINUTES 58 SECONDS EAST, A DISTANCE OF 20.00 FEET TO A POINT FOR CORNER;

SOUTH 73 DEGREES 02 MINUTES 02 SECONDS WEST, A DISTANCE OF 52.58 FEET TO A POINT FOR CORNER;

NORTH 61 DEGREES 49 MINUTES 13 SECONDS WEST, A DISTANCE OF 28.21 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 1,251 SQUARE FEET OR 0.029 ACRES OF LAND.

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**EXHIBIT A**

**A PARCEL PLAT OF EQUAL DATE HERewith ACCOMPANIES THIS PROPERTY DESCRIPTION.**



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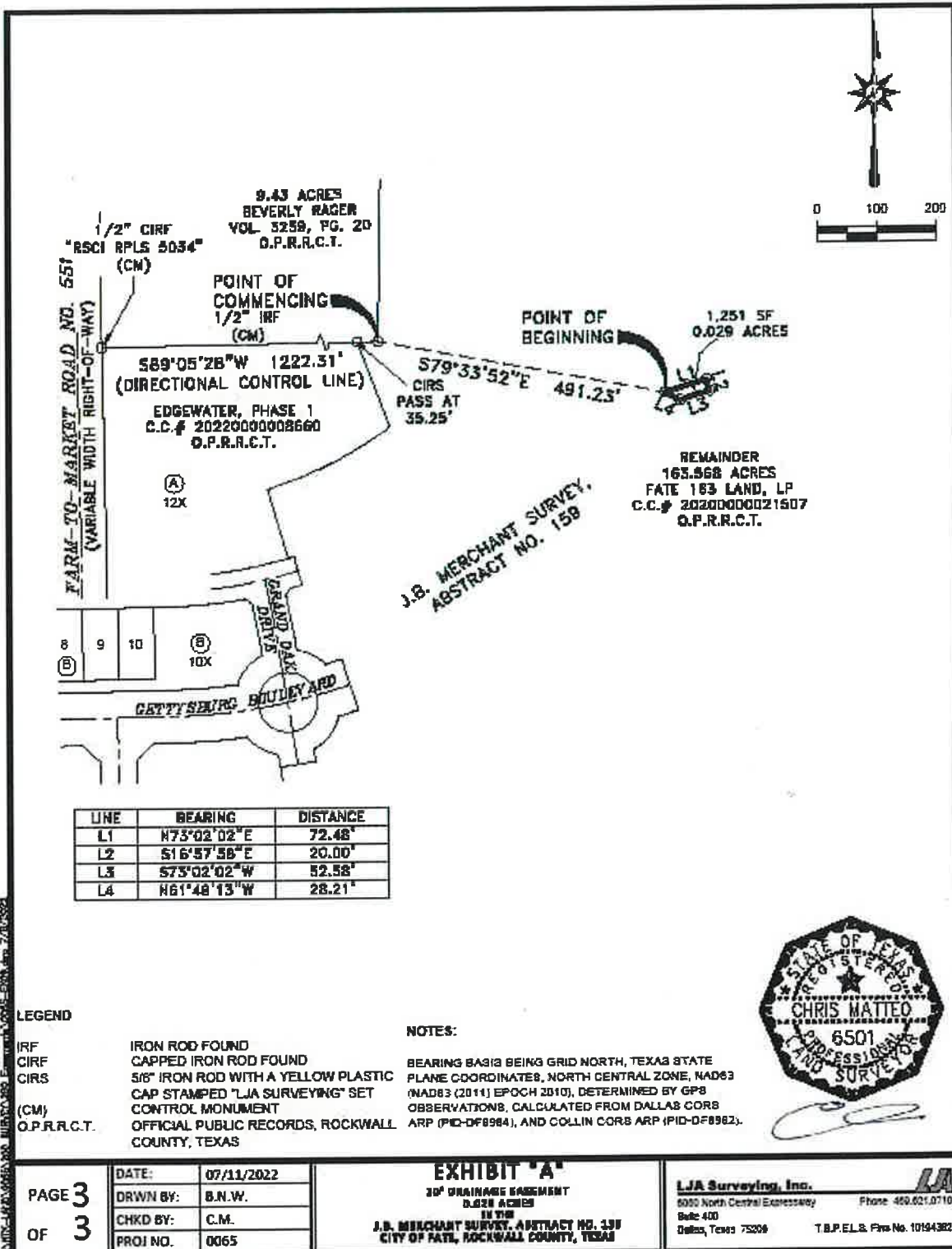
**Chris Matteo, R.P.L.S.**  
**Registered Professional Land Surveyor**  
**Texas Registration No. 6501**  
**LJA Surveying, Inc.**  
**6060 North Central Expressway, Suite 400**  
**Dallas, Texas 75206**  
**469-484-0778**



**JULY 11, 2022**

**TBPELS Firm No. 10194382**

EXHIBIT A



LINE	BEARING	DISTANCE
L1	N73°02'02\"/>	

LEGEND

- IRF IRON ROD FOUND
- CIRF CAPPED IRON ROD FOUND
- CIRS 5/8\"/>

NOTES:

BEARING BASIS: BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (NAD83 (2011) EPOCH 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984), AND COLLIN CORS ARP (PID-DF8982).



PAGE 3 OF 3	DATE: 07/11/2022	<b>EXHIBIT "A"</b> 20' DRAINAGE EASEMENT 0.029 ACRES IN THE J.B. MERCHANT SURVEY, ABSTRACT NO. 159 CITY OF FATE, ROCKWALL COUNTY, TEXAS	<b>LJA Surveying, Inc.</b> 6000 North Central Expressway Suite 400 Dallas, Texas 75208 Phone: 469.621.0710 T.B.P.E.L.S. Firm No. 10194382
	DRWN BY: B.N.W.		
	CHKD BY: C.M.		
PROJ NO: 0065			

RESOLUTION NO. R-2022-\_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FATE, TEXAS, ACCEPTING THE DEDICATION FROM FATE 163 LAND LP OF A PUBLIC UTILITY EASEMENT ON PROPERTY LOCATED IN THE JB MERCHANT SURVEY, ABSTRACT NO.159 AND THE J THOMPSON SURVEY, ABSTRACT NO. 210, CITY OF FATE, ROCKWALL COUNTY, TEXAS, ATTACHED HERETO AS "EXHIBIT A", AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FATE, TEXAS:

**Section 1.** That the City of Fate accepts the dedication of the Public Utility Easement, attached hereto as **Exhibit A**, from Fate 163 Land LP, on property located in the JB Merchant Survey, Abstract No.159, and the J Thompson Survey, abstract No. 210, City of Fate, Rockwall County Texas, and the City Secretary is hereby directed to record such easement in the Real Property Records of Rockwall County, Texas.

**Section 2.** This Resolution shall be effective immediately upon approval by the City Council.

AND IT IS SO RESOLVED.

PASSED AND APPROVED this 5th day of December 2022.

APPROVED:

\_\_\_\_\_  
David Billings  
Mayor

ATTEST:

\_\_\_\_\_  
Victoria Raduechel, TRMC  
City Secretary

**EXHIBIT A**

**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**

**PUBLIC UTILITY EASEMENT**

STATE OF TEXAS                   §  
  §  
COUNTY OF ROCKWALL       §

THAT, FATE 163 LAND LP, hereinafter called "Grantor", whose address is 5001 LBJ Freeway, Suite 450 Dallas, Texas 75244, (whether one or more), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by the City of Fate, Texas, a Texas home rule municipality, whose mailing address is 1900 CD Boren Parkway, Fate, Texas 75087, hereinafter called "Grantee," the receipt and sufficiency of which is hereby acknowledged by Grantor, has **DEDICATED, GRANTED, SOLD AND CONVEYED**, and by these presents does **DEDICATE, GRANT, SELL AND CONVEY** unto Grantee, non-exclusive, perpetual public utility easement, subject to the terms and conditions set forth herein, over, along, across and under that property located in Rockwall County, Texas (the "Easement Property") being more particularly described in **EXHIBIT A**, said exhibit being attached hereto and incorporated herein by reference for the construction, operation, maintenance, repair, replacement, upgrade, decommissioning and removal of underground water and wastewater facilities, underground drainage facilities, underground electric facilities, underground gas lines, and other underground public utility infrastructure ("Public Utilities") and associated appurtenances and making connections therewith in, all of which are to be used to provide utility services by Grantee and/or a public provider of any such utility services (individually and collectively, the "Utility Providers").

Grantor(s) does hereby reserve the right for Grantor and Grantor's heirs, successors and assigns to use the Easement Property in a manner that does not unreasonably interfere with Grantee's use thereof, including, without limitation, the right to construct and maintain pavement, parking, sidewalks, curb-cuts, lighting systems, landscaping and fences upon the surface of the Easement Property and the right to cross the Easement Property with paved or unpaved access drives or roads, other utility lines, and storm sewer and drainage facilities in a manner consistent with Grantee's ordinances, rules, regulations, standards and specifications relating to same but in no event shall Grantor (i) use the Easement Property in any manner that interferes in any material way or is inconsistent with the rights granted hereunder, or (ii) erect or permit to be erected a building, retaining wall, structure or irrigation systems on any portion of the Easement Property. By acceptance hereof and the use by Grantee of any portion of the Easement Property as permitted herein, Grantee and the Utility Providers acknowledge and agree that they shall (i) be responsible for any construction, installation, repair, maintenance and removal and extension of their respective utility improvements and be solely obligated to pay the costs thereof; and (b) restore the Easement Property, any sidewalks, driveways or similar surface improvements and replace any

landscaping located upon or adjacent to the Easement Property which have been removed, relocated, altered, damaged, or destroyed as a result of Grantee's or any Utility Providers' use of the Easement Property for such purposes to the condition that existed immediately prior to commencement of any of the aforesaid activities by Grantee and/or by a Utility Provider the surface of the Easement Property and property adjacent thereto, all at such parties' sole cost and expense.

**TO HAVE AND TO HOLD**, subject to matters of record as of the date hereof, the above described property for Grantee's purposes as deemed necessary by the Grantee, with the right of ingress, egress, and regress therein, together with all and singular the usual rights thereto in anywise belonging, unto the said Grantee, its successors and assigns, forever, and Grantor does hereby bind Grantor, Grantor's heirs, successors and assigns, to warrant and forever defend, all and singular, the said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by, through, or under Grantor, but not otherwise.

*[remainder of page intentionally left blank]*



AGREED AND ACCEPTED:

GRANTEE:

*CITY OF FATE, TEXAS*

\_\_\_\_\_  
David Billings, Mayor

**ACKNOWLEDGEMENT**

THE STATE OF TEXAS           §

§

COUNTY OF ROCKWALL       §

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_,  
by David Billings, Mayor of the City of Fate, Texas on behalf of said city.

\_\_\_\_\_  
Notary Public, State of Texas

**When Recorded, Return Original To:**

City of Fate, Texas  
1900 CD Boren Parkway  
Fate, Texas 75087



**EXHIBIT A**  
**Description of Easement Property**

**EXHIBIT "A"**  
**UTILITY EASEMENT**  
**0.014 ACRES**

BEING A 0.014 ACRE TRACT OF LAND SITUATED IN THE J.B. MERCHANT SURVEY, ABSTRACT NO. 159 AND THE J. THOMPSON SURVEY, ABSTRACT NO. 210, CITY OF FATE, ROCKWALL COUNTY, TEXAS, AND BEING PART OF THE REMAINDER OF AN 163.568 ACRE TRACT OF LAND CONVEYED TO FATE 163 LAND, LP, AS RECORDED IN COUNTY CLERK'S FILE NO. 20200000021507, OFFICIAL PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS. SAID 0.014 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (NAD83 (2011) EPOCH 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND COLLIN CORS ARP (PID-DF8982), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 1/2 INCH IRON ROD WITH CAP STAMPED "U.S.A. INC." FOUND FOR THE SOUTH CORNER FOR PARTS OF LOTS 1&2, WINDY HILL ESTATES, AN ADDITION TO THE CITY OF FATE, AS RECORDED IN CABINET C, SLIDE 155, MAP RECORDS, ROCKWALL COUNTY, TEXAS. SAME BEING A 7.324 ACRE TRACT OF LAND CONVEYED TO FATE 551, LP, AS RECORDED IN COUNTY CLERK'S FILE NO. 2008-00393658, OFFICIAL PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS AND THE COMMON WEST CORNER OF PART OF LOT 3, WINDY HILL ESTATES. SAME BEING A 4.694 ACRE TRACT OF LAND CONVEYED TO GRADY AND SHIRLEY WILLIAMS, AS RECORDED IN COUNTY CLERK'S FILE NO. 2008-00407839, OFFICIAL PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS. SAID POINT BEING ON THE NORTHEAST LINE OF A 15.711 ACRE TRACT OF LAND CONVEYED TO FATE 551, LP, AS RECORDED IN COUNTY CLERK'S FILE NO. 2008-03393719, OFFICIAL PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS. FROM WHICH A 1/2 INCH IRON ROD FOUND FOR THE SOUTH CORNER OF SAID 4.694 ACRE TRACT AND THE COMMON WEST CORNER OF LOT 4, WINDY HILL ESTATES, SAME BEING A 13.00 ACRE TRACT OF LAND CONVEYED TO STEVE M. BOYD, AS RECORDED IN COUNTY CLERK'S FILE NO. 2011-00449355, OFFICIAL PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS, BEARS SOUTH 45 DEGREES 44 MINUTES 56 SECONDS EAST, A DISTANCE OF 338.68 FEET.

THENCE, NORTH 47 DEGREES 04 MINUTES 01 SECONDS WEST, OVER AND ACROSS SAID 163.568 ACRE TRACT AND SAID 15.711 ACRE TRACT, A DISTANCE OF 173.45 FEET TO THE POINT OF BEGINNING;

THENCE, CONTINUING OVER AND ACROSS SAID 163.568 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 46 DEGREES 02 MINUTES 28 SECONDS WEST, A DISTANCE OF 6.60 FEET TO A POINT FOR CORNER;

NORTH 65 DEGREES 12 MINUTES 24 SECONDS WEST, A DISTANCE OF 21.21 FEET TO A POINT FOR CORNER;

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Page 1 of 3

NORTH 44 DEGREES 15 MINUTES 04 SECONDS EAST, A DISTANCE OF 27.10 FEET TO A POINT FOR CORNER;

SOUTH 45 DEGREES 45 MINUTES 18 SECONDS EAST, A DISTANCE OF 26.50 FEET TO A POINT FOR CORNER;

SOUTH 43 DEGREES 57 MINUTES 32 SECONDS WEST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 602 SQUARE FEET OR 0.014 ACRES OF LAND.

A PARCEL PLAT OF EQUAL DATE HERewith ACCOMPANIES THIS PROPERTY DESCRIPTION.



Chris Matteo, R.P.L.S.  
Registered Professional Land Surveyor  
Texas Registration No. 6501  
LJA Surveying, Inc.  
6060 North Central Expressway, Suite 400  
Dallas, Texas 75206  
469-484-0778



OCTOBER 26, 2022

TBPELS Firm No. 10194382

