

An Ordinance of the City Council of the City of Georgetown, Texas, providing for the extension of certain boundary limits of the City of Georgetown, Texas, and the annexation and initial zoning designation of Industrial (IN) of certain territory consisting of 43.421 acres, more or less, in the L.J. Dyches Survey, Abstract No. 180, and portions of right-of-way on Blue Springs Boulevard, and portions of right-of-way on Blue Ridge Drive as described herein; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.

Whereas, the owners of the area proposed for annexation requested annexation of the area by the City of Georgetown ("City"), pursuant to Local Government Code Section 43.0671; and

Whereas, all of the herein-described property lies within the extraterritorial jurisdiction of the City of Georgetown, Texas; and

Whereas, the Georgetown City Council approved a Municipal Services Agreement for the subject property on July 13, 2021; and

Whereas, the Section 4.03.010 of the City's Unified Development Code ("UDC") creates procedures for initial zoning of newly annexed territory; and

Whereas, all prerequisites of state law and the City Charter have been complied with;

Now, therefore, be it ordained by the City Council of the City of Georgetown, Texas that:

Section 1. The facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

Section 2. The City Council of the City of Georgetown hereby annexes into the city limits 43.421 acres in the L.J. Dyches Survey, Abstract No. 180, as shown in "*Exhibit A*" and as described in "*Exhibit B*" of this ordinance (the "Property"). The Property is hereby included in City Council District 1, as it is adjacent to Council District 1 and no other City Council Districts. The City's official boundary map and City Council Districts map shall be amended accordingly.

Section 3. In accordance with the procedures for initial zoning of newly annexed territory described in Section 4.03.010 of the UDC, and for the reasons set forth by City Staff, the City Council hereby finds that a zoning classification of Industrial (IN) is appropriate for the Property and consistent with the City's Comprehensive Plan, and upon annexation the Property shall have a zoning of Industrial (IN). The City's Official Zoning Map shall be amended accordingly.

Section 4. Upon annexation of the Property, the City shall provide to the Property the municipal services set forth in the Municipal Services Agreement attached to this ordinance as Exhibit "C" and by this reference incorporated within it (the "Agreement"), pursuant to the schedule set forth therein. The City shall have no obligation to provide services to the Property not listed in the Agreement.

Section 5. All ordinances and resolutions, or parts of ordinances and resolutions, in conflict with this Ordinance are hereby repealed, and are no longer of any force and effect.

Section 6. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This ordinance shall become effective and be in full force and effect in accordance with the City Charter.

Passed and Approved on First Reading on the 24th day of August.

Passed and Approved on Second Reading on the 14th day of September.

The City of Georgetown:

Attest:

Josh Schroeder
Mayor

Robyn Densmore, TRMC
City Secretary

Approved as to form:

Skye Masson
City Attorney



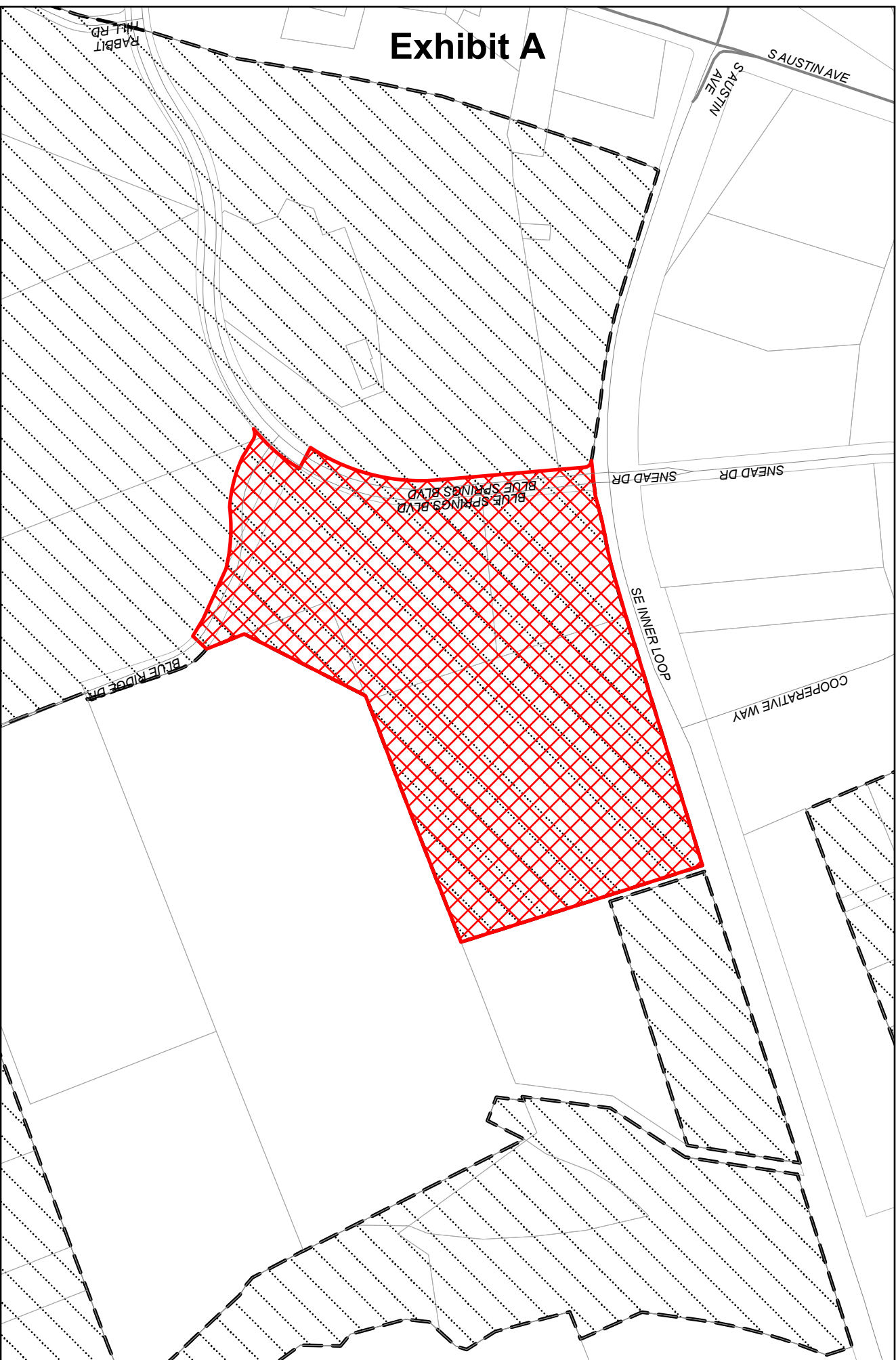
LOCATION

2021-5-ANX

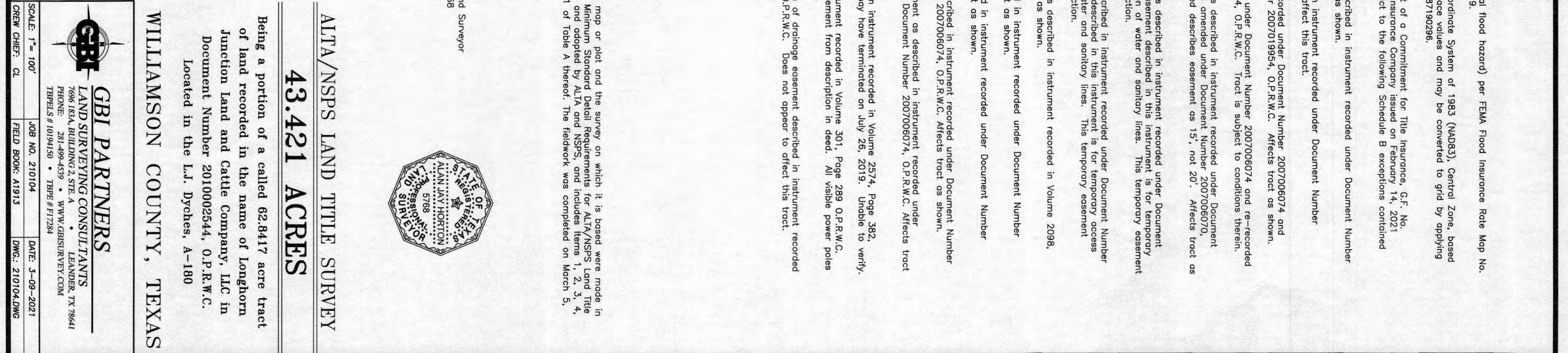
-  Site
-  Parcels
-  City Limits
-  Georgetown ETJ



Exhibit A



The restrictions within m



County: Williamson
Project: 43 Acre Inner Loop
Job No.: A210104
MB No.: 21-016

FIELD NOTES FOR 2.356 ACRES

Being a 2.356 acre tract of land located in the L.J. Dyches Survey, Abstract Number 180 Williamson County, Texas. Said 2.356 acre tract being a portion of Blue Springs Boulevard (90' wide) as described in Street Deed recorded in Document Number 2001021471, Official Public Records of Williamson County Texas (O.P.R.W.C.), said 2.356 acre tract of land being more particularly described by metes and bound as follows: *(Bearings are based on the Texas State Plane Coordinate System, Central Zone).*

Beginning at a capped iron rod found (cap illegible) for the intersection of the westerly Right-of-Way (R.O.W.) line of said Blue Springs Boulevard with southerly R.O.W. line of South East Inner Loop (180' wide), said iron rod being a northeasterly corner of a called 70.0893 acre tract of land recorded in the name of Longhorn Junction Land and Cattle Company, LLC in Document Number 2010002544 (Tract 4), O.P.R.W.C.;

Thence, with the northerly terminus line of said Blue Springs Boulevard, 138.37 feet along the arc of a curve to the left, said curve having a central angle of 3 degrees 45 minutes 34 seconds, a radius of 2,108.89 feet and a chord that bears North 85 degrees 44 minutes 12 seconds East, a distance of 138.35 feet to a cotton spindle found for the intersection of the easterly R.O.W. line of said Blue Springs Boulevard with the southerly R.O.W. line of said South East Inner Loop, said cotton spindle being a northwesterly corner of a called 62.8417 acre tract of land recorded in the name of Longhorn Junction Land and Cattle Company, LLC in Document Number 2010002544 (Tract 3), O.P.R.W.C.;

Thence, with the easterly line of said Blue Springs Boulevard and the westerly line of said 62.8417 acre tract, the following three (3) courses and distances;

1. 38.91 feet along the arc of a curve to the left, said curve having a central angle of 89 degrees 10 minutes 46 seconds, a radius of 25.00 feet and a chord that bears South 39 degrees 10 minutes 54 seconds West, a distance of 35.10 feet to a 1/2-inch iron rod found;
2. South 05 degrees 23 minutes 02 seconds East, a distance of 598.50 feet to a 1/2-inch iron rod found;
3. 542.31 feet along the arc of a curve to the right, said curve having a central angle of 36 degrees 46 minutes 19 seconds, a radius of 845.00 feet and a chord that bears South 13 degrees 00 minutes 13 seconds West, a distance of 533.05 feet;

Thence, through and across said Blue Springs Boulevard, North 58 degrees 36 minutes 38 seconds West, a distance of 90.00 feet to a point on the westerly R.O.W. line of Blue Springs Boulevard, said point being on the easterly line of aforesaid 70.0893 acre tract;

Thence, with the westerly line of said Blue Springs Boulevard and the easterly line of said 70.0893 acre tract, the following three (3) courses and distances;

1. 484.55 feet along the arc of a curve to the left, said curve having a central angle of 36 degrees 46 minutes 19 seconds, a radius of 755.00 feet and a chord that bears North 13 degrees 00 minutes 13 seconds East, a distance of 476.28 feet;
2. North 05 degrees 23 minutes 02 seconds West, a distance of 601.25 feet to a 1/2-inch iron rod found;
3. 37.96 feet along the arc of a curve to the left, said curve having a central angle of 86 degrees 59 minutes 58 seconds, a radius of 25.00 feet and a chord that bears North 48 degrees 53 minutes 02 seconds West, a distance of 34.42 feet to the **Point of Beginning** and containing 2.356 acres of land.

GBI Partners
TBPELS Firm No. 10194150
Ph: 281-499-4539
June 23, 2021



County: Williamson
Project: 43 Acre Inner Loop
Job No.: A210104
MB No.: 21-017

FIELD NOTES FOR 2.051 ACRES

Being a 2.051 acre tract of land located in the L.J. Dyches Survey, Abstract Number 180 Williamson County, Texas. Said 2.051 acre tract being comprised of a portion of Blue Ridge Drive (73' wide) as described in Blue Ridge Drive Final Plat, recorded in Document Number 2007003091, Official Public Records of Williamson County Texas (O.P.R.W.C.), and a portion of the remainder of a called 94.1189 acre tract of land recorded in the name of Williamson County in Document Number 2001021470, O.P.R.W.C., and being all of Blue Ridge Drive West Final Plat as depicted in Attachment C of the Agreement Regarding Blue Ridge Drive recorded in Document Number 2008039751, O.P.R.W.C., said 2.051 acre tract of land being more particularly described by metes and bound as follows: *(Bearings are based on the Texas State Plane Coordinate System, Central Zone)*.

Beginning at a capped iron rod found stamped "Bury & Partners", for a point on the northerly Right-of-Way (R.O.W.) line of said Blue Ridge Drive, said iron rod being the most southerly corner of a called 62.8417 acre tract of land recorded in the name of Longhorn Junction Land and Cattle Company, LLC in Document Number 2010002544 (Tract 3), O.P.R.W.C., also being a corner point on the westerly line of Lot 1, Block A, Project Lonestar Subdivision, a subdivision as recorded in Cabinet CC, Slide 349 of the Williamson County Plat Records (W.C.P.R.);

Thence, through and across said Blue Ridge Drive, South 42 degrees 26 minutes 13 seconds West, a distance of 73.00 feet to a point on the southerly R.O.W. line of said Blue Ridge Drive, said point being on the northerly line of aforesaid 94.1189 acre tract;

Thence, with the southerly R.O.W. line of said Blue Ridge Drive and the northerly line of said 94.1189 acre tract, the following two (2) courses and distances;

1. 73.59 feet along the arc of a curve to the left, said curve having a central angle of 16 degrees 00 minutes 05 seconds, a radius of 263.50 feet and a chord that bears North 55 degrees 33 minutes 26 seconds West, a distance of 73.35 feet;
2. North 63 degrees 32 minutes 52 seconds West, a distance of 203.32 feet to a point being the most easterly corner of aforesaid Blue Ridge Drive West Final Plat;

Thence, through and across said 94.1189 acre tract and with the southerly line of said Blue Ridge Drive West Final Plat, the following five (5) courses and distances;

1. 120.00 feet along the arc of a curve to the left, said curve having a central angle of 26 degrees 05 minutes 38 seconds, a radius of 263.50 feet and a chord that bears North 76 degrees 35 minutes 41 seconds West, a distance of 118.97 feet;

2. North 89 degrees 38 minutes 31 seconds West, a distance of 110.09 feet;
3. 191.10 feet along the arc of a curve to the right, said curve having a central angle of 32 degrees 32 minutes 17 seconds, a radius of 336.50 feet and a chord that bears North 73 degrees 22 minutes 22 seconds West, a distance of 188.54 feet;
4. North 57 degrees 06 minutes 12 seconds West, a distance of 82.99 feet;
5. 33.41 feet along the arc of a curve to the left, said curve having a central angle of 76 degrees 34 minutes 26 seconds, a radius of 25.00 feet and a chord that bears South 84 degrees 36 minutes 52 seconds West, a distance of 30.98 feet to a point on the easterly line of said 94.1189 acre tract, said point being the southwesterly corner of said Blue Ridge Drive West Final Plat, also being on the easterly R.O.W. line of Blue Springs Boulevard (90' wide);

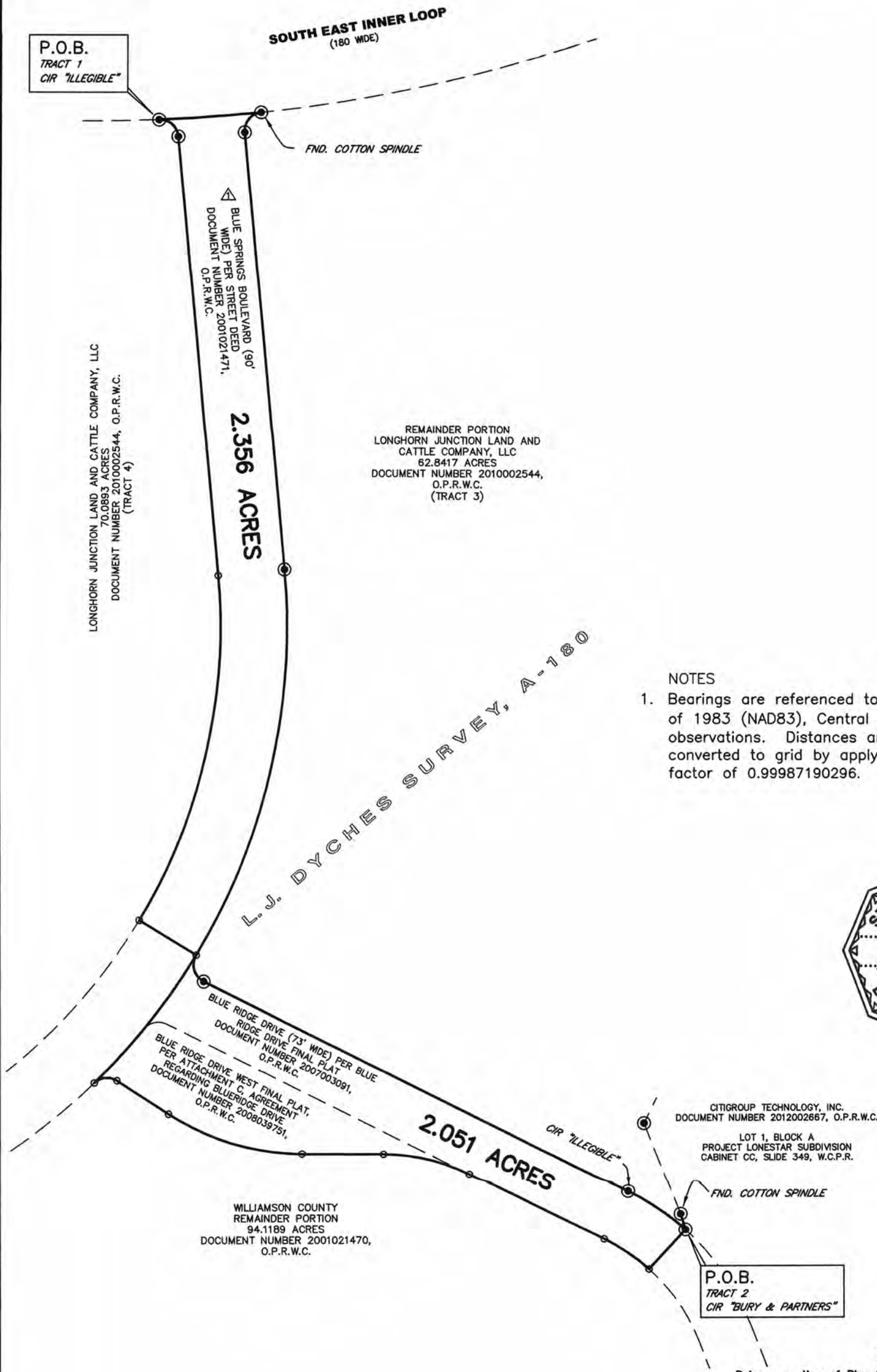
Thence, with the westerly line of said 94.1189 acre tract and the westerly line of said Blue Ridge Drive West Final Plat, and the easterly R.O.W. line of said Blue Springs Boulevard, 220.37 feet along the arc of a curve to the left, said curve having a central angle of 14 degrees 56 minutes 33 seconds, a radius of 845.00 feet and a chord that bears North 38 degrees 51 minutes 39 seconds East, a distance of 219.75 feet to a point, said point being the intersection of the northerly R.O.W. line of aforesaid Blue Ridge Drive with the easterly R.O.W. line of said Blue Springs Boulevard, said point also being on the westerly line of aforesaid 62.8417 acre tract;

Thence, with the northerly R.O.W. line of said Blue Ridge Drive and the southerly line of said 62.8417 acre tract, the following three (3) courses and distances;

1. 41.42 feet along the arc of a curve to the left, said curve having a central angle of 94 degrees 56 minutes 18 seconds, a radius of 25.00 feet and a chord that bears South 16 degrees 04 minutes 47 seconds East, a distance of 36.85 feet to a 1/2-inch iron rod found;
2. South 63 degrees 32 minutes 55 seconds East, a distance of 640.59 feet to a capped iron rod found "cap illegible";
3. 93.88 feet along the arc of a curve to the right, said curve having a central angle of 15 degrees 59 minutes 07 seconds, a radius of 336.50 feet and a chord that bears South 55 degrees 33 minutes 20 seconds East, a distance of 93.58 feet to the **Point of Beginning** and containing 2.051 acres of land.

GBI Partners
TBPELS Firm No. 10194150
Ph: 281-499-4539
June 23, 2021





- NOTES
- Bearings are referenced to the Texas Coordinate System of 1983 (NAD83), Central Zone, based on GPS observations. Distances are surface values and may be converted to grid by applying the combined adjustment factor of 0.99987190296.



EXHIBIT OF
2.356 ACRES

Being a portion of Blue Springs Boulevard as described in Street Deed recorded in Document Number 2001021471, Official Public Records, Williamson County, Texas (O.P.R.W.C.), located in the L. J. Dyches Survey, A-180, Williamson County, Texas.

2.051 ACRES

Being comprised of a portion of the remainder of a called 94.1189 acre tract of land recorded in the name of Williamson County in Document Number 2001021470, and being all of Blue Ridge Drive Final Plat as depicted in Attachment C, Agreement Regarding Blue Ridge Drive as recorded in Document Number 2008039751, O.P.R.W.C., located in the L. J. Dyches Survey, A-180, Williamson County, Texas

- LEGEND
- = 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
 - = CALCULATED POINT
 - O.P.R.W.C. = OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY
 - W.C.D.R. = WILLIAMSON COUNTY DEED RECORDS
 - P.O.B. = POINT OF BEGINNING
 - FND = FOUND



GBI PARTNERS
LAND SURVEYING CONSULTANTS
7696 183-A, BUILDING 2, STE. A • LEANDER, TX 78641
PHONE: 281-499-4539 • WWW.GBISURVEY.COM
TBPLS # 10194150 • TBPE # F17284

REVISIONS		SCALE: 1" = 150'	JOB NO. 210104	DATE: 6-11-2021
1	CORRECTED ROAD NAME	6-23-2021	CREW CHIEF: CL	FIELD BOOK: A1915
			DWG.: ROW	

Exhibit C

MUNICIPAL SERVICES AGREEMENT BETWEEN THE CITY OF GEORGETOWN, TEXAS AND LONGHORN JUNCTION LAND AND CATTLE COMPANY, LLC

This Municipal Services Agreement ("Agreement") is entered into on the 6th day of July, 2021 by and between the City of Georgetown, Texas, a home-rule municipality of the State of Texas ("City") and Longhorn Junction Land and Cattle Company, LLC ("Owner").

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement

WHEREAS, Section 43.0671 of the Local Government Code permits the City to annex an area if each owner of land in an area requests the annexation;

WHEREAS, where the City elects to annex such an area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the Property on or after the effective date of annexation (the "Effective Date");

WHEREAS, Owner owns certain parcels of land located at 600 SE Inner Loop, which consists of approximately 43.421 acres of land in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit "A" attached and incorporated herein by reference ("Property");

WHEREAS, Owner has filed a written request with the City for annexation of the Property, identified as Annexation Case No. 2021-5- ANX ("Annexation Case");

WHEREAS, City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the Annexation Case and execution of this Agreement are subject to approval by the Georgetown City Council; and

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. **PROPERTY.** This Agreement is only applicable to the Property, which is the subject of the Annexation Case.
2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

3. MUNICIPAL SERVICES.

- a. Commencing on the Effective Date, the City will provide the municipal services set forth below. As used in this Agreement, “providing services” includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable city ordinances, rules, regulations, and policies.
 - i. Fire Protection and Emergency Medical Services – The City of Georgetown Fire Department will provide response services in the annexed area consisting of: fire suppression and rescue; emergency response to 9-1-1 calls; fire prevention education efforts, and other duties and services provided by the Georgetown Fire Department.
 - ii. Police – The City’s Police Department will provide protection and law enforcement services.
 - iii. Planning and Development, Building Permits, and Inspections Services - Upon annexation, the City will provide site plan review; zoning approvals; Building Code and other standard Code inspection services; City Code enforcement; sign regulations and permits; and Stormwater Permit services in the annexed.
 - iv. Parks and Recreational Facilities. Residents of the Property will be permitted to utilize all existing publicly-owned parks and recreational facilities and all such facilities acquired or constructed after the Effective Date (including community service facilities, libraries, swimming pools, etc.), throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation; provided, however, that the City will provide for maintenance and operation of the same upon acceptance of legal title thereto by the City and appropriations therefor. In the event the City acquires any other parks, facilities, or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.
 - v. Other Publicly Owned Buildings. Residents of the Property will be permitted to use all other publicly owned buildings and facilities where the public is granted access.
 - vi. Library – Upon annexation, library privileges will be available to anyone residing in the annexed area
 - vii. Stormwater Utility Services – The Property will be included in the City’s Stormwater Utility service area and will be assessed a monthly fee based on the amount of impervious surface. The fees

will cover the direct and indirect costs of stormwater management services.

- viii. Streets, Roads, and Street Lighting – The City will provide preventative maintenance of the existing public streets and roads in the annexed area over which it has jurisdiction through maintenance and preventative maintenance services such as emergency pavement repair; ice and snow monitoring; crack seal, sealcoat, slurry seal, and PM overlay; and other routine repair. The City shall not maintain private roads in the annexed area. Preventative maintenance projects are prioritized on a City-wide basis and scheduled based on a variety of factors, including surface condition, rideability, age, traffic volume, functional classification, and available funding. As new streets are dedicated and accepted for maintenance they will be included in the City’s preventative maintenance program.
 - ix. Water and Wastewater Facilities in the Annexed Area that Are Not Within the Area of Another Water or Wastewater Utility –City-owned water and wastewater facilities that exist in the annexed area will be maintained in accordance with City ordinances, standards, policies and procedures.
 - x. Solid Waste Services – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.
 - xi. Code Compliance – The City’s Code Department will provide education, enforcement, and abatement relating to code violations within the Property.
 - xii. Animal Control Services – Upon annexation, the City shall provide animal control services in the annexed area.
 - xiii. Business Licenses and Regulations – Upon annexation, the City shall provide business licensing services (Carnivals Circuses and Other Exhibitions; Electrician’s Licenses; Gross Receipts Charge or Street Rental; Peddlers and Solicitors; Taxicabs, Buses and Other Vehicles for Hire; Horse Drawn Carriages and other Non-Motorized Vehicles for Hire; Sexually Oriented Businesses; and Alcoholic Beverages) in the annexed area
- b. The City will provide water service and wastewater treatment service to developments established after the Effective Date in accordance with, and on the schedule determined by, the City’s extension policies, capital improvements schedule, and applicable law and at rates established by City ordinances for such services.
 - c. The City may impose a fee for any municipal service in the area annexed if

the same type of fee is imposed within the corporate boundaries of the City. All City fees are subject to revision from time to time by the City in its sole discretion.

- d. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.
 - e. Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.
- 4. **SERVICE LEVEL.** The City will provide the Property with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the City with topography, land use, and population density similar to those reasonably contemplated or projected for the Property.
 - 5. **AUTHORITY.** City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the Annexation Case is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.
 - 6. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
 - 7. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.
 - 8. **GOVERNING LAW AND VENUE.** Venue shall be in the state courts located in Williamson County, Texas or the United States District Court for the Western District of Texas, Austin Division and construed in conformity with the provisions of Texas Local Government Code Chapter 43.
 - 9. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.
 - 10. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers

or immunities.

11. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
12. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
13. **AGREEMENT BINDS AND BENEFITS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property, is binding on the Owner and the City, and is enforceable by any current or future owner of any portion of the Property.
14. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

CITY OF GEORGETOWN

By:



Josh Schroeder
Mayor

Approved as to Form:


Skye Masson
City Attorney

Attest:


Robyn Densmore, TRMC
City Secretary

State of Texas §
County of Williamson §

This instrument was acknowledged before me on the 13 day of July, 2021,
by Josh Schroeder, Mayor of the City of Georgetown, a Texas municipal corporation, on behalf of
said corporation.

By: 

Notary Public, State of Texas

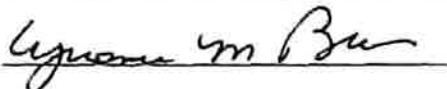


(OWNER 1)

By: 
Drew G. Hall
Manager of Longhorn Junction Land and Cattle Company, LLC

State of Texas §
County of Williamson §

This instrument was acknowledged before me on the 6th day of July, 2021, by Drew G. Hall, Manager on behalf of said Longhorn Junction Land and Cattle Company, LLC.

By: 

Notary Public, State of Texas

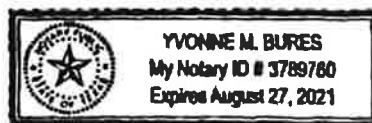


EXHIBIT A

County: Williamson
Project: 43 Acre Inner Loop
Job No.: A210104
MB No.: 21-016

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3. 542.31 feet along the arc of a curve to the right, said curve having a central angle of 36 degrees 46 minutes 19 seconds, a radius of 845.00 feet and a chord that bears South 13 degrees 00 minutes 13 seconds West, a distance of 533.05 feet;

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Beginning at a capped iron rod found stamped "Bury & Partners", for a point on the northerly Right-of-Way (R.O.W.) line of said Blue Ridge Drive, said iron rod being the most southerly corner of a called 62.8417 acre tract of land recorded in the name of Longhorn Junction Land and Cattle Company, LLC in Document Number 2010002544 (Tract 3), O.P.R.W.C., also being a corner point on the westerly line of Lot 1, Block A, Project Lonestar Subdivision, a subdivision as recorded in Cabinet CC, Slide 349 of the Williamson County Plat Records (W.C.P.R.);

Thence, through and across said Blue Ridge Drive, South 42 degrees 26 minutes 13 seconds West, a distance of 73.00 feet to a point on the southerly R.O.W. line of said Blue Ridge Drive, said point being on the northerly line of aforesaid 94.1189 acre tract;

Thence, with the southerly R.O.W. line of said Blue Ridge Drive and the northerly line of said 94.1189 acre tract, the following two (2) courses and distances;

1. 73.59 feet along the arc of a curve to the left, said curve having a central angle of 16 degrees 00 minutes 05 seconds, a radius of 263.50 feet and a chord that bears North 55 degrees 33 minutes 26 seconds West, a distance of 73.35 feet;
2. North 63 degrees 32 minutes 52 seconds West, a distance of 203.32 feet to a point being the most easterly corner of aforesaid Blue Ridge Drive West Final Plat;

Thence, through and across said 94.1189 acre tract and with the southerly line of said Blue Ridge Drive West Final Plat, the following five (5) courses and distances;

1. 120.00 feet along the arc of a curve to the left, said curve having a central angle of 26 degrees 05 minutes 38 seconds, a radius of 263.50 feet and a chord that bears North 76 degrees 35 minutes 41 seconds West, a distance of 118.97 feet;

2. North 89 degrees 38 minutes 31 seconds West, a distance of 110.09 feet;
3. 191.10 feet along the arc of a curve to the right, said curve having a central angle of 32 degrees 32 minutes 17 seconds, a radius of 336.50 feet and a chord that bears North 73 degrees 22 minutes 22 seconds West, a distance of 188.54 feet;
4. North 57 degrees 06 minutes 12 seconds West, a distance of 82.99 feet;
5. 33.41 feet along the arc of a curve to the left, said curve having a central angle of 76 degrees 34 minutes 26 seconds, a radius of 25.00 feet and a chord that bears South 84 degrees 36 minutes 52 seconds West, a distance of 30.98 feet to a point on the easterly line of said 94.1189 acre tract, said point being the southwesterly corner of said Blue Ridge Drive West Final Plat, also being on the easterly R.O.W. line of Blue Springs Boulevard (90' wide);

Thence, with the westerly line of said 94.1189 acre tract and the westerly line of said Blue Ridge Drive West Final Plat, and the easterly R.O.W. line of said Blue Springs Boulevard, 220.37 feet along the arc of a curve to the left, said curve having a central angle of 14 degrees 56 minutes 33 seconds, a radius of 845.00 feet and a chord that bears North 38 degrees 51 minutes 39 seconds East, a distance of 219.75 feet to a point, said point being the intersection of the northerly R.O.W. line of aforesaid Blue Ridge Drive with the easterly R.O.W. line of said Blue Springs Boulevard, said point also being on the westerly line of aforesaid 62.8417 acre tract;

Thence, with the northerly R.O.W. line of said Blue Ridge Drive and the southerly line of said 62.8417 acre tract, the following three (3) courses and distances;

1. 41.42 feet along the arc of a curve to the left, said curve having a central angle of 94 degrees 56 minutes 18 seconds, a radius of 25.00 feet and a chord that bears South 16 degrees 04 minutes 47 seconds East, a distance of 36.85 feet to a 1/2-inch iron rod found;
2. South 63 degrees 32 minutes 55 seconds East, a distance of 640.59 feet to a capped iron rod found "cap illegible";
3. 93.88 feet along the arc of a curve to the right, said curve having a central angle of 15 degrees 59 minutes 07 seconds, a radius of 336.50 feet and a chord that bears South 55 degrees 33 minutes 20 seconds East, a distance of 93.58 feet to the **Point of Beginning** and containing 2.051 acres of land.

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