

STATE OF TEXAS §

COUNTY OF BELL §

UTILITY SERVICES AGREEMENT (Rowan Temple Project)

This Utility Services Agreement (this “**Agreement**”) is entered into as of April 28, 2026 (the “**Effective Date**”) by and among **CITY OF TEMPLE**, a home rule municipality organized under the laws of the State of Texas (“**City**”), and Rowan Temple LLC, a Delaware limited liability company (“**Company**”). The City and the Company are individually sometimes called a “**Party**” and are collectively called the “**Parties**.”

RECITALS

A. Company owns approximately 554 acres of undeveloped Land (defined herein) located within the City’s jurisdictional boundaries, as depicted in the Final Plat of the Rowan Temple Subdivision, recorded in Document No. 2026001069 of the Official Public Records of Bell County, Texas.

B. Company has proposed to establish on the Land: (i) one or more data centers and related improvements; (ii) other buildings and ancillary facilities supporting the operation of the data center or centers; (iii) such additional related improvements, including, but not limited to, required parking, landscaping, easements, and all other improvements; and (iv) computer servers and other equipment related to the operation of the data center or centers (collectively, the “**Project**”).

C. The City finds developments such as the Project to be in the public interest of its citizens and thus desires to encourage and aid the Project in order to recruit the Project to the City.

D. The City owns and operates (i) a water system within its certificated service area that (a) uses the Leon River and Lake Belton for its water sources, (b) uses a conventional and membrane water treatment process at its water treatment plant located at 4820 Parkside Drive in the City, and (c) has a water treatment capacity of 55 MGD, (the foregoing, together with any repairs, improvements and additions thereto and updates and replacements thereof, are known as the “**Water System**”); (ii) two wastewater treatment plants known as the Temple-Belton Wastewater Treatment Plant located at 2405 East 6th Avenue, Belton, Texas, and the Doshier Farm Wastewater Treatment Plant located at 2515 East Avenue H, Temple, Texas, which plants are operated through a contract with the Brazos River Authority (the foregoing, together with any repairs, improvements and additions thereto and updates and replacements thereof, are known as the “**Wastewater Treatment Plants**”); and (iii) a municipal sanitary and industrial sewer system which (a)

uses the Wastewater Treatment Plants, (b) has a loading capacity of 10 MGD annual average and a 20,834 GPM two-hour peak at the Temple-Belton Plant and a loading capacity of 7.5 MGD annual average and a 15,625 GPM two hour peak at the Doshier Farm Plant, (c) discharges into the Leon River at the Temple-Belton Plant and into Big Elm Creek at the Doshier Farm Plant, (d) has a current annual average of 7.2MGD at the Temple-Belton Plant and 2.7 MGD at the Doshier Farm Plant, and (e) has requirements of organic and inorganic loading, contained within City’s current Industrial Pretreatment regulations, contained in Chapter 38, Article V of the City of Temple’s Code of Ordinances (the “City Code”), as may be amended in the future (the foregoing, together with any repairs, improvements and additions thereto and updates and replacements thereof, and together with the Wastewater Treatment Plants, are known as the “**Wastewater System**”, and together with the Water System, the “**Systems**”).

E. In addition to this Agreement, the Parties have entered into a Tax Abatement Agreement dated November 20, 2025, in which the City grants the Company abatement on City ad valorem taxes for the Project, as further described and set forth in such agreement, which Tax Abatement Agreement is a public document on file in the City Secretary’s Office and approved by Resolution No 2025-0333-R, approved by the City Council on October 2, 2025 (the “**Tax Abatement Agreement**”).

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. INCORPORATION OF RECITALS.

The City Council has found, and the City and Company hereby agree, that the recitals set forth above are true and correct and form the basis upon which the Parties have entered into this Agreement.

2. DEFINITIONS.

In addition to any terms defined in the body of this Agreement, the following terms shall have the definitions ascribed to them as follows:

Affiliate means all persons or entities, incorporated or otherwise, that are directly or indirectly under common control with, controlled by or controlling Company including, but not limited to, within the meaning of SEC Rule 405, 17. C.F.R. § 230.405.

Applicable City Rules means all of the rules, regulations, ordinances, and written official policies of the City.

Business Day shall mean a day that is not a Saturday, Sunday, or official holiday in the City of Temple. All other references to “days” hereunder shall mean calendar days.

Closed-Loop Cooling System shall mean a sealed, recirculating system in which the cooling fluid is continuously reused without direct exposure to outside air, except for minimal maintenance.

Comprehensive Plan means the City's Comprehensive Plan, adopted pursuant to Ordinance No. 2020-5061, adopted by the City Council on October 15, 2020, and as amended.

Domestic Water has the meaning ascribed to it in Section 4.1.

Effective Date has the meaning ascribed to it in Section 3.

Expiration Date means the date Company or its permitted successors or assigns completely ceases any and all operations on the Land for a period of at least twelve consecutive months, subject to extensions due to Force Majeure.

Extensions means collectively the Water Extension and the Wastewater Extension.

Force Majeure shall mean any contingency, act or cause beyond the reasonable control of the Party seeking relief, including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, governmental or de facto governmental action (unless caused by acts or omission of the Party), governmental shutdowns or inaction, fire or other casualty, shortage of materials or supplies, explosions, adverse weather conditions, floods, strikes; labor disputes, epidemics, pandemics, cyber attacks, power or utility failures, or shortages, explosions, fires, breakages or accidents of machinery, lines, infrastructure, or equipment, or other conditions outside of the reasonable control of the Party; provided, however, in no event shall force majeure include financial hardship, bankruptcy, or economic recession.

GPM means gallons per minute.

Land means the real property described on **Exhibit "A"** which is attached hereto and incorporated herein by reference for all purposes under this Agreement.

MGD means million gallons per day.

Potable Water means water that has been treated to meet the regulatory standards for safe drinking water and is produced by the Water System.

Potable Water Supply Commitment means collectively the Initial Charging Water and the Domestic Water.

Project has the meaning ascribed to that term in Recital B.

Rates has the meaning ascribed to that term in Section 4.3.

Standard Cure Period has the meaning ascribed to that term in Section 5.2.

State means the State of Texas.

Systems has the meaning ascribed to that term in Recital D.

Tax Abatement Agreement has the meaning ascribed to it in Recital E.

Term has the meaning ascribed to it in Section 3.

Treated Wastewater Effluent means treated wastewater flowing or pumped out of the Wastewater Treatment Plants.

Wastewater Capacity Commitment has the meaning ascribed to that term in Section 4.2.

Wastewater Extension means the extension of the Wastewater System as depicted in **Exhibit “C”** and incorporated herein.

Wastewater Rate has the meaning ascribed to that term in Section 4.3.

Wastewater System has the meaning ascribed to that term in Recital D.

Wastewater Treatment Plants has the meaning ascribed to that term in Recital D.

Water Extension means the extension of the Water System as depicted in **Exhibit “C”** and incorporated herein.

Water Rate has the meaning ascribed to that term in Section 4.3.

Water System has the meaning ascribed to that term in Recital D.

3. TERM.

This Agreement will take effect on the date of execution of this Agreement by both the City and Company (the “**Effective Date**”) and, unless terminated earlier in accordance with its terms and conditions, will expire on the Expiration Date (the “**Term**”).

4. WATER AND WASTEWATER SERVICES.

4.1. Potable Water Capacities.

- (a) **Initial Charging Water.** The Company anticipates the Project will operate as a Closed-Loop Cooling System, which will require approximately 2,000,000 gallons of Potable Water for the initial charge of its system, divided amongst two buildings (i.e. 1,000,000 gallons each) (“**Initial Charging Water**”). Subject to the terms set forth herein, the City will provide the Initial Charging Water for the Closed-Loop Cooling System for each building. Company agrees to provide written notice to the City at least ten (10) business days before commencing with the initial charge of each building’s Closed-Loop Cooling System. The initial charge of a building’s

Closed-Loop Cooling System will occur over the course of approximately 10 stages. Each stage is estimated to require 100,000 gallons over 5 to 10 days. During the initial charge period, the Company and the City will coordinate in good faith, taking into account all relevant factors such as the weather and expected peak water needs, so as not to affect the City's ability to maintain adequate fire protection, pressures, appropriate tank levels, or otherwise affect the safety and integrity of the Water System. While the initial charge of the Company's water system is expected to last for approximately ten (10) years, the Parties acknowledge additional Potable Water may be needed from the City's Water System to charge the Closed-Loop Cooling System or otherwise run the Company's industrial process operations. If the Closed-Loop Cooling System needs to be recharged with Potable Water, City agrees to allow additional charges of the Closed-Loop Cooling System at the City's sole reasonable discretion, taking into account relevant factors such as the weather and expected peak water needs for City customers at the time of Company's request for an additional charge. The City agrees that additional charges will not be unreasonably withheld, conditioned, or delayed. If an additional charge of the water system is needed, Company agrees to provide reasonable and adequate notice to the City of such need, and will work with the City to schedule the additional charge at a time and in a manner that will not materially affect the City's ability to maintain adequate fire protection, pressures, appropriate tank levels, or otherwise affect the safety and integrity of the Water System.

- (b) Fire Suppression. Company will construct on-site fire water storage tanks (the "**Fire Suppression Tanks**") on the Land to provide the Project with emergency fire suppression water flow. For the purpose of filling the Fire Suppression Tanks, the City agrees to provide 500 GPM for up to 8 hours or as required by the Bell County Fire Marshal's Office.
- (c) Domestic Water. The City agrees to provide up to 4,000 gallons per day and a peak demand of 90 GPM with at least 50 psi under normal operating conditions of Potable Water to Company for domestic use necessary to serve the Project ("**Domestic Water**"). In addition, the City agrees to provide an instantaneous, unsustained peak up to 950 GPM. The City agrees that adequate supply and capacity exists, and will be maintained, in the Water System and associated distribution system to meet the Project water demand set forth herein. Initial Charging Water and Domestic Water referred to together as "**Potable Water Capacity Commitment**"). For clarity, water used for irrigation during initial vegetation establishment is considered construction water, rather than Domestic Water. Company agrees that such irrigation construction water usage shall be reasonable and consistent with the needs as established by the industry standard.
- (d) Continuous and Adequate. So long as the City supplies the Project with the Potable Water Supply Commitment as set forth herein and in accordance with the Applicable City Rules, Company acknowledges that the Potable Water Supply Commitment for the Project shall be considered "continuous and adequate service" of potable water as required by the Texas Water Code for all purposes, whether the

Project is operated by the Company, or by tenants. If there is an interruption of services at the Land due to required repairs or rehabilitations, the City will use reasonable efforts to restore services at the Land as soon as possible. The City agrees to provide Company reasonable notice of routine or otherwise planned maintenance, repairs, and rehabilitation that may likely interrupt service. Company may reasonably exceed the 4,000 gallons per day Domestic Water limit to accommodate fluctuations in operational demand for the Project. If the City determines, based on actual water usage reports for the Project, that Company is unreasonably and consistently exceeding the 4,000 gallons per day Domestic Water limit for a period of 5 consecutive days, the City shall provide written notice to Company, and the Parties shall meet and confer in good faith within 10 days of the notice to evaluate the increased demand and determine a mutually acceptable resolution, which shall be successfully implemented within 30 days of the original notice. If the Parties are unable to reach a mutually acceptable resolution to Company's unreasonable and excessive water usage, the City may determine a reasonable resolution, which Company shall implement. Finally, if City reasonably determines in its sole discretion that Company's water usage is unreasonable and excessive (which shall include habitual, excessive violations of its Domestic Water limit), City staff may require Company to purchase and install one or more flow-restricting devices to ensure water usage remains within the contracted amounts. The installation of any such flow-restricting device or devices will be completed or caused to be completed by Company at the Company's sole expense. Design standards and specifications of flow-restricting devices shall be approved by City. The City, in its sole and absolute discretion, may require routine inspections and/or calibrations of such devices and Company shall allow, or cause to be allowed, such inspections and/or calibrations

If Company determines that a mechanical restriction or other limitation imposed by the City under this Section 4.1(d) shall prevent or prohibit Company from: (i) complying with any applicable federal, state, or local law, regulation, or ordinance; or (ii) responding to any emergency condition that poses a threat to public health, safety, or welfare; or (iii) maintaining fire suppression systems and equipment in accordance with applicable codes and standards, Company shall provide written notice to City and the parties will confer in good faith to reach a mutually acceptable resolution. If a mutually acceptable resolution cannot be reached, the City may determine a reasonable resolution.

4.2 Wastewater Capacities.

(a) The City agrees to accept i) up to 4,000 gallons per day of domestic wastewater from the Company or its tenants, and ii) intermittent flushing wastewater and intermittent industrial wastewater and provide wastewater collection and treatment services to Company or its tenants for the Project ("**Wastewater Capacity Commitment**"). Prior to sending industrial wastewater to the City sewer, the Company shall comply with the terms of the City's industrial pretreatment ordinance

and, if applicable, the City's industrial wastewater permitting ordinance. If the Company is required to obtain an industrial wastewater permit from the City, the City shall not unreasonably withhold, condition, or delay the issuance of such permit so long as the Company's permit application is compliant with Applicable City Rules. The City agrees that adequate capacity exists and will be maintained in the Wastewater System and associated collection system to serve the wastewater volumes and rates set forth herein.

(b) Continuous and Adequate. So long as the City accepts the Wastewater Capacity Commitment from the Project as set forth herein and in accordance with the Applicable City Rules, Company acknowledges that the Wastewater Capacity Commitment for the Project shall be considered "continuous and adequate" for sewer services as required by the Texas Water Code, whether the Project is operated by the Company, or by tenants. Notwithstanding the foregoing of this Section 4.2(b), if the City is at any time unable to provide sufficient wastewater collection and treatment capacity for the Project, then Company may elect to utilize (i) a third-party waste hauler to dispose of industrial wastewater from the Project and/or (ii) a septic tank to dispose of domestic wastewater from the Project, subject to any and all federal, state, and local laws, ordinances, rules and regulations.

4.3 Design and Construction.

- (a) Engineering and Design. A Texas Registered Professional Engineer will engineer and design the Water Extension and the Wastewater Extension. Company shall be responsible for the cost of planning and designing the Extensions. A depiction showing the locations of the Extensions is attached as Exhibit C. All design plans shall be prepared in accordance with the applicable specifications of the City and all governmental agencies having jurisdiction. Company will obtain required City permits for construction prior to commencement of construction.
- (b) Construction. Company and the City desire for the Extensions to have an in-service date of October 31, 2026_, and both agree to take reasonable actions to cooperate and coordinate with each other to achieve substantial completion of the Extensions by that date. Company may hire the contractor(s) to construct the Extensions in accordance with the design plans permitted and approved by the City. The City reserves the right to require Company to reject a contractor if the City reasonably determines that the contractor cannot perform the work or has previously performed unacceptable work for the City, provided that the City gives written notice of such requirement to Company within five (5) days of receiving notice from Company that Company may intend to hire such contractor. Company grants the City and their respective employees and contractors a right of access to the construction site(s) to observe the means and materials used during construction and to observe testing, provided such

individuals shall comply with the safety requirements of the contractor and Company. The City and its representatives must provide reasonable advanced notice to Company before accessing the construction site(s). The City will use commercially reasonable efforts to avoid disrupting construction activities. Access shall at all times be subject to reasonable safety requirements imposed by the Company or contractor. The Extensions shall be constructed in accordance with the approved plans and specifications. The City will have the right to inspect all phases of the construction of the Extensions. At least ten (10) days prior to commencement of construction of the Extensions, Company must give written notice to the City of the date on which construction is scheduled to begin so that the City may assign an inspector and make arrangements for Company's agents or representatives to be on-site during inspections. The contractor(s) constructing or installing the Extensions shall provide an assignable warranty that is at least a twelve-month warranty on the work and material, and shall provide insurance for the typical coverage for the work being performed, such insurance naming the Company and the City as additional insured for the work performed by the contractor on the Extensions.

4.4 Required Easements, Licenses and Rights-of-Way.

(a) If necessary, the City may, at Company's request and expense, and with such City assistance not being unreasonably denied, conditioned, or delayed, assist in obtaining any easements outside the Land, including by use of eminent domain if required, that are necessary for the construction, maintenance, replacement, or operation of the Extensions and, to the extent applicable, shall obtain any governmental approvals necessary to construct the Extensions within any public rights-of-way. Prior to committing to the payment of any amounts in acquiring any such easements for which the City shall seek reimbursement from Company, the City shall submit any such amounts to Company for Company's prior approval.

(b) Company will need to construct a privately-owned force main within the public right-of-way of Bob White Road and Lorraine Ave in order to tie the Wastewater Extension into the City's nearest wastewater lift station (see Exhibit "C"). In order to facilitate such construction, Company will need a Street Use License, and City agrees to help facilitate the application and approval process so that it is approved as quickly as possible.

4.5 Fees and Rates for Connections and Services.

The Parties acknowledge and agree that Company (and its tenants) will not be responsible for paying impact fees for water or wastewater service. Company will pay the standard tap fees, rates, and charges associated with the meter/service in order to connect to or use of the Water System (collectively, the "**Water Rate**") and the standard tap fees, rates or other charges for the connection to or use of the Wastewater System (collectively, the "**Wastewater Rate**", and collectively with

the Water Rate, the “**Rates**”) are set forth in Resolution No. 2025-0269-R, effective October 1, 2025, which is attached hereto as **Exhibit “B”**. The Rates are subject to periodic adjustment, but any increases or decreases to the Rates must be approved by the City Council of the City.

4.6 Cost of Extensions.

Based on the City’s engineering evaluation, no off-site improvements or plant upgrades are required to provide service for the Potable Water Capacity Commitment and the Wastewater Capacity Commitment for the Project, other than the extension of pipelines and appurtenances comprising the Water Extension and the Wastewater Extension. Except as otherwise agreed by the Company, the Company shall only be obligated to pay the cost of the portion of the Water Extension comprised of (i) a tie-in to the existing water facilities by extending a 12-inch water main along Lorraine Drive. Likewise, except as otherwise agreed by the Company, the Company shall only be obligated to pay the cost of the portion of the Wastewater Extension comprised of a tie-in to the existing wastewater facilities near the intersection of Bob White Road and Lorraine Drive. Company shall pay all costs associated with the Extensions as a contribution in aid of construction, including without limitation the actual cost of the following, without markup: (i) engineering and design; (ii) construction; (iii) easement or rights-of-way acquisition; and (iv) inspection. The City shall be responsible for the relocation of any water or wastewater facilities as may be required in connection with the construction of the Outer Loop, excepting any private infrastructure that is located within a public ROW.

4.7 Appropriation Clause.

All expenditures by the City to meet its obligations under this Agreement, if any, are subject to the City’s appropriation of funds for such payments in the budget year in which they are to be made, provided that the City shall use commercially reasonable efforts to appropriate such funds and shall not discriminate against Company in making such appropriations. Expenditures by the City under this Agreement shall be made solely from annual appropriations of the City as may be legally set aside for the implementation of Article III, Section 52a of the Texas Constitution, under Chapter 380 of the Texas Local Government Code or some other economic development act of the State, and/or City Ordinance Number 2024-0021, subject to any applicable limitations or procedural requirements.

4.8. Completion and Dedication of the Extensions.

- (a) Water Extension. Upon completion of construction, Company shall provide written notice to the City of substantial completion and submit a proposed

punchlist of remaining items. The City shall inspect the work within an industry standard timeframe and either accept the work (subject to completion of punchlist items) or provide a written list of deficiencies. Company shall correct any deficiencies within a reasonable time. Upon completion of all punchlist items and correction of deficiencies, the City shall provide written acceptance of the work. Upon proper completion of construction and final inspection and testing thereof to the satisfaction of the City and payment by Company of all expenses and costs relating to the construction, the Water Extension shall be dedicated to the City by an appropriate legal instrument approved by the City's attorney. The Water Extension shall thereafter be owned, operated, and maintained by the City, subject to the contractor's warranty obligations.

- (b) Wastewater Extension. Upon completion of construction, the Wastewater Extension will be owned, operated, and maintained by the Company.
- (c) Water Rights. So long as the Company's demand for water does not exceed the Potable Water Supply Commitment, Company, and its successors and assigns, shall not be required to dedicate or otherwise supply the City with water rights in order to receive the water services described herein.

4.9. Services from Extensions.

Subject to the conditions set forth herein, after proper completion and dedication of the Extensions to the City and payment by Company of all costs in accordance with this Agreement, the City shall provide continuous and adequate water and wastewater service as required by the Texas Water Code to the Land, subject to all duly adopted rules and regulations of the City and the payment of the standard rates as reflected in the City's current approved policy. If there is an interruption of services at the Land due to required repairs or rehabilitations, the City will use reasonable efforts to restore services at the Land as soon as possible.

5. DEFAULT AND TERMINATION

5.1 Knowing Employment of Undocumented Workers.

Company acknowledges that the City is required to comply with Chapter 2264 of the Texas Government Code, enacted by House Bill 1196 (80th Texas Legislature), which relates to restrictions on the use of certain public subsidies. Company hereby certifies that Company, and any branches, divisions, or departments of Company located within the State of Texas, does not and will not knowingly employ an undocumented worker, as that term is defined by Section 2264.001(4) of the Texas Government Code. In the event that Company, or any branch, division, or department of Company located within the State of Texas, is convicted of a violation under 8 U.S.C. Section 1324a(f) (relating to federal criminal penalties and injunctions for a pattern or practice of employing

unauthorized aliens), subject to any appellate rights that may lawfully be available to and exercised by Company, Company shall repay, within one hundred twenty (120) calendar days following receipt of written demand from the City, the aggregate amount of the value of the abated City ad valorem taxes (“Abated Taxes”) received by Company pursuant to the Tax Abatement Agreement, plus Simple Interest at a rate of four percent (4%) per annum.

For the purposes of this Section 5.1, “Simple Interest” is defined as a rate of interest applied only to an original value, in this case the aggregate value of the Abated Taxes received by Company pursuant to the Tax Abatement Agreement. This rate of interest can be applied each year, but will only apply to the amount of the Abated Taxes received pursuant to the Tax Abatement Agreement and is not applied to interest calculated. For example, if the value of the Abated Taxes received by Company pursuant to the Tax Abatement Agreement is \$10,000 and it is required to be paid back with four percent (4%) interest five years later, the total amount would be $\$10,000 + [5 \times (\$10,000 \times 0.04)]$, which is \$12,000. This Section 5.1 does not apply to violations of any subsidiary or other Affiliate of Company, any franchisees of Company, or any person or entity with whom Company contracts.

5.2 General Default.

Unless and to the extent stated elsewhere in this Agreement, a Party will be in default under this Agreement if that Party breaches any material term or condition of this Agreement and such breach remains uncured after thirty (30) calendar days following receipt of written notice from the other Party referencing this Agreement and identifying the default and curative action required to cure the same (or, if the Party in breach has diligently and continuously attempted to cure following receipt of such written notice but reasonably requires more than thirty (30) calendar days to cure, then such additional amount of time as is reasonably necessary to effect cure) (collectively, the “**Standard Cure Period**”), the non-defaulting Party, will have the right to seek specific performance to cure the default as well as the right to pursue all other available rights and remedies under the law except as limited pursuant to the terms of this Agreement.

5.2 Mutual Waiver of Consequential Damages.

Except in the case of negligence, bad faith or willful misconduct, for which claims for consequential damages are expressly reserved by the Parties, each Party hereby waives all claims against the other Party for any consequential or indirect damages that may arise out of or relate to this Agreement.

6. AGENCY.

It is expressly understood and agreed that Company is not an agent, representative or employee of the City. Unless otherwise required under this Agreement, Company shall have the exclusive right to control all details and day-to-day operations relative to the Land and any improvements thereon. Company shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, subcontractors, licensees and invitees.

7. COMPANY TO REMAIN RESPONSIBLE FOR OBLIGATIONS

The City understands that Company may not be the end user or operate the Project contemplated by this Agreement but instead may lease or otherwise provide or make available the facilities associated with the Project to another entity or entities to occupy such facilities and/or operate the Project. If this occurs, Company shall remain responsible for all obligations under this Agreement. During the Term of this Agreement and unless otherwise properly assigned as set forth herein, Company will hold the water and wastewater accounts necessary to serve the Project, and will remain the sole entity to whom the City is obligated to provide water and/or wastewater services, both under this Agreement as well as under City's Certificate of Convenience and Necessity (CCN). Company will ensure that any lease agreements or other legal documents executed with any entity or entities that will occupy the facilities and/or operate the Project will not acknowledge that such other entity or entities have a separate right to receive water and/or wastewater services from the City, but will only receive such water and/or wastewater services through Company.

8. INDEMNIFICATION AND RELEASE.

COMPANY AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS SERVANTS AND EMPLOYEES (EACH AN "INDEMNIFIED PARTY"), HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY ARISE OUT OF OR BE OCCASIONED BY (i) COMPANY'S DEFAULT WITH RESPECT TO ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT OR (ii) ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS OR LESSEES, RELATED TO THE LAND, IMPROVEMENTS ON THE LAND, INCLUDING THE PROJECT, AND ANY OPERATIONS AND ACTIVITIES THEREON, OR OTHERWISE TO THE PERFORMANCE OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, THE COMPANY SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST CLAIMS CAUSED BY AN INDEMNIFIED PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT, AND IF THE CITY INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT FAULT OR NEGLIGENCE OF COMPANY AND AN INDEMNIFIED PARTY, THE COMPANY'S INDEMNITY OBLIGATION WILL BE

LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO THE COMPANY'S OWN PERCENTAGE OF RESPONSIBILITY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

TO THE EXTENT ALLOWED BY LAW, THE CITY HEREBY RELEASES AND AGREES TO HOLD HARMLESS COMPANY, ITS OFFICERS, AGENTS, AFFILIATES AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO THOSE FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY RELATE TO, ARISE OUT OF OR BE OCCASIONED BY (i) THE CITY'S DEFAULT WITH RESPECT TO ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT OR (ii) ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF THE CITY, ITS OFFICERS, SERVANTS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, RELATED TO THE LAND, IMPROVEMENTS ON THE LAND, INCLUDING THE PROJECT, INFRASTRUCTURE IMPROVEMENTS AND ANY OPERATIONS AND ACTIVITIES THEREON, OR OTHERWISE TO THE PERFORMANCE OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, THE CITY SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE COMPANY AGAINST CLAIMS CAUSED BY THE COMPANY'S NEGLIGENCE OR WILLFUL MISCONDUCT, AND IF THE COMPANY INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT FAULT OR NEGLIGENCE OF COMPANY AND THE CITY, THE CITY'S OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO THE CITY'S OWN PERCENTAGE OF RESPONSIBILITY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

9. NOTICES.

Whenever any notice is required or permitted under this Agreement, it shall be in writing and shall be delivered (i) electronically; (ii) personally, with acknowledgment of receipt being obtained by the delivering Party; (iii) by U.S. Certified Mail, return receipt requested; or (iv) by overnight delivery service by a reliable company, such as Federal Express or the United States Parcel Service. Until further notification by written notice in the manner required by this Section 9, notices to the Parties shall be delivered as follows:

City:

City of Temple

Attn: City Manager
2 N. Main Street, Suite 306
Temple, Texas 76501
Email: citymanagerweb@templetx.gov

Company:

Rowan Temple LLC

Rowan Digital Infrastructure
Attn: Legal
1400 16th Street Ste 330
Denver, CO 80202
Email: Legal@rowan.digital

With a copy to:

Legal Department
Attn: City Attorney
2 N. Main Street, Suite 308
Temple, Texas 76501
Email: legal@templetx.gov

With a copy to:

Rowan Digital Infrastructure
Attn: Chris Kurtz
1400 16th Street Ste 330
Denver, CO 80202
Email: ckurtz@rowan.digital

If notice is given by U.S. Certified Mail, then the notice shall be deemed to have been given on the third (3rd) Business Day after the date the envelope containing the notice is deposited in the U.S. Mail, properly addressed to the Party to whom it is directed, postage prepaid. Notice made by personal delivery or overnight delivery shall be deemed given when received. Notice given electronically shall be deemed given the next Business Day after it has been successfully sent.

10. ASSIGNMENT AND SUCCESSORS.

10.1 Affiliates.

Notwithstanding any provision in this Agreement to the contrary, the Company may assign its rights and obligations under this Agreement, in whole or in part, without the consent of the City, but upon written notice to the City, to an Affiliate. Upon such assignment the assigning entity shall be relieved of its covenants, commitments and obligations hereunder to the extent of the rights and obligations so assigned.

10.2 Other Assignment.

Except as otherwise provided herein, Company may not assign, transfer or otherwise convey any of its rights or obligations under this Agreement to any other person or entity without the consent of the City Council, which consent shall not be unreasonably withheld, conditioned or delayed; provided that the proposed assignee first executes a written agreement with the City under which the proposed assignee agrees to assume and be bound by all covenants and obligations of Company under this Agreement, to the extent of the rights and obligations assigned (and upon such assignment the assigning entity shall be relieved of its covenants, commitments and obligations hereunder to the extent of the rights and obligations so assigned). Any permitted assignee or successor in interest of Company under this Agreement shall be deemed "Company" for all purposes under this Agreement.

Notwithstanding any provision in this Agreement to the contrary, the Company may assign its rights and obligations under this Agreement, , as collateral security to any secured lender(s) (or its agent) in connection with any financing or refinancing of the Project.

11. COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS.

This Agreement will be subject to all applicable federal, state and local laws, ordinances, rules and regulations.

12. 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.

13. VENUE AND JURISDICTION; ATTORNEYS' FEES.

If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in and be brought exclusively in the courts of Bell County, Texas. This Agreement shall be construed in accordance with the laws of the State of Texas. In the event any action is brought in a court of competent jurisdiction by either Party hereto against the other Party, relating to or arising out of this Agreement, the transaction described herein or the enforcement hereof, the prevailing Party shall be entitled to recover from the other Party the reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including, without limitation, the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The provisions of this Section 13 shall survive the termination of this Agreement and the entry of any judgment, but shall not merge, or be deemed to have merged, into any judgment.

14. SEVERABILITY; CONFLICTING LAW.

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. If any law is enacted after the Effective Date that prohibits either Party from materially performing its duties and obligations under this Agreement or that affects the ability of Company to receive any benefits (or any portion thereof) hereunder, the Parties agree to meet and confer in good faith for a period of no less than thirty (30) and no more than ninety (90) days to seek to effectuate an amendment to this Agreement that preserves, to the extent reasonably possible, the original intentions of the Parties under this Agreement, with the understanding that this Agreement cannot be amended without the approval of the City Council.

15. MUTUAL ASSISTANCE; DISPUTE RESOLUTION.

The Parties will do all things reasonably necessary or appropriate to carry out the objectives, terms and provisions of this Agreement and to aid and assist each other in carrying out such objectives, terms and provisions, including without limitation, the City facilitating approval of City permits, documents, and other instruments as may be reasonably necessary in carrying out such objectives. In case of any disputes arising under this Agreement, the City and Company agree to attempt to resolve such disputes through

good faith negotiations between authorized representatives of both Parties. If a dispute cannot be resolved through good faith negotiations (within a 30-day period from commencing such negotiations), either Party may pursue any available legal remedies in any court of competent jurisdiction that satisfies the requirements of Section 13, or, if both Parties mutually agree, the dispute may be submitted to binding arbitration in accordance with procedures to which both Parties agree.

16. CITY PROCEDURES AND ACTIONS.

The City represents and warrants that the City Council, after conducting a duly-noticed public meeting, adopted Resolution No. [2026-00__ on March 5, 2026,] effective immediately upon adoption, which resolution (i) confirmed the City Council's approval of this Agreement and the City Council's finding that the provisions of this Agreement are consistent with the Comprehensive Plan and the Applicable City Rules and (ii) authorized the execution of this Agreement. The City represents and warrants to the Company that (a) the City has the full power and authority to enter into this Agreement and to perform its obligations hereunder, (b) this Agreement is a valid and binding obligation, enforceable against the City in accordance with the terms hereof and (c) the execution and delivery of this Agreement has been validly authorized by all necessary governmental or other action and does not conflict with any other agreements entered into by the City.

17. NO THIRD-PARTY RIGHTS.

The provisions and conditions of this Agreement are solely for the benefit of the Parties, including any successor or permitted assign of Company, and are not intended to create any rights, contractual or otherwise, to any other person or entity.

18. FORCE MAJEURE.

It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of Force Majeure, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement and the completion deadline shall be extended for a period of time equal to the period such Party was delayed; provided, however, in all cases, only to the extent that the Party claiming Force Majeure (1) did not cause such Force Majeure condition, and (2) throughout the pendency of such Force Majeure condition, utilizes commercially reasonable efforts to minimize the impact and delays caused by such Force Majeure condition.

19. INTERPRETATION.

In the event of any dispute over the meaning or application of any provision of this Agreement, this Agreement shall be interpreted fairly and reasonably, and neither more strongly for or against any Party, regardless of the actual drafter of this Agreement.

20. CAPTIONS.

Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

21. ENTIRETY OF AGREEMENT.

This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the Parties as to the matters contained herein. Any prior or contemporaneous oral or written agreement related the provision of utility services for this Project is hereby declared null and void to the extent in conflict with any provision of this Agreement, and superseded by this Agreement. Notwithstanding anything to the contrary herein, this Agreement shall not be amended unless executed in writing by both Parties and approved by the City Council.

22. WAIVER OF JURY TRIAL.

EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (I) ARISING UNDER THIS AGREEMENT OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO. EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT EITHER PARTY MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS EVIDENCE OF SUCH WAIVER.

23. COUNTERPARTS.

This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument. A scanned or photocopy signature on this Agreement, any amendment hereto or any notice delivered hereunder shall have the same legal effect as an original signature.

24. CONFLICTS OF INTEREST.

Neither the Land nor any improvements thereon are owned or leased by any member of the City Council or any member of the City Planning and Zoning Commission.

25. COMPLIANCE WITH TEXAS GOVERNMENT CODE.

For purposes of sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Company verifies that the Company and any parent company, wholly owned subsidiary, majority-owned subsidiary, and Affiliate (i) do not boycott energy companies and are authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code; (ii) do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association

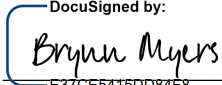
and are authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts (as used in this Section 31, “Discriminate against a firearm entity or firearm trade association” has the meaning provided in section 2274.001(3) of the Texas Government Code, and “Firearm entity” and “firearm trade association” have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code); (iii) do not boycott Israel and are authorized to agree in such contracts not to boycott Israel during the term of such contracts (as used in this Section 31, “Boycott Israel” has the meaning provided in section 808.001 of the Texas Government Code); and (iv) unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, are not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under section 2252.153 or section 2270.0201 of the Texas Government Code.

[Signatures on the following page]

EXECUTED as of the last date indicated below:

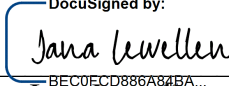
CITY:

City of Temple, a municipal corporation of the State of Texas

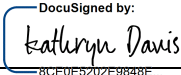
DocuSigned by:
By: 
Name: Brynn Myers
Title: City Manager

Date: 4/29/2026

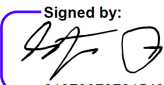
ATTEST:

DocuSigned by:
By: 
Name: Jana Lewellen
Title: City Secretary

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
By: 
Name: Kathryn H. Davis
City Attorney

ROWAN TEMPLE LLC
a Delaware limited liability company

Signed by:
By: 
Name: Stephen Jenkins
Title: Chief Development Officer

Date: 4/29/2026

EXHIBITS

“A” – Description of the Land

“B” – Classes of Retail Customers and Customer’s Rates

“C” – Water and Wastewater Extension Summary Figure

EXHIBIT “A”

Description of the Land

(See attached)

**FINAL PLAT OF
ROWAN TEMPLE SUBDIVISION
City of Temple, Bell County, Texas**

554.5922 ACRES OF LAND, BEING ALL OF THAT 454.2376 ACRE TRACT RECORDED IN DOCUMENT NUMBER 2025038747 OF THE OFFICIAL PUBLIC RECORDS OF BELL COUNTY, TEXAS; ALL OF THAT 41.9435 ACRE TRACT RECORDED IN DOCUMENT NUMBER 2025038746 OF THE OFFICIAL PUBLIC RECORDS OF BELL COUNTY, TEXAS AND THAT 58.4109 ACRE TRACT RECORDED IN DOCUMENT NUMBER 2025053847 OF THE OFFICIAL PUBLIC RECORDS OF BELL COUNTY, TEXAS;

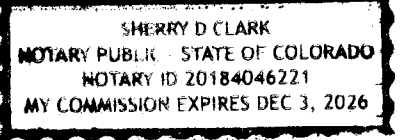
STATE OF TEXAS §
COUNTY OF BELL §
KNOW ALL MEN BY THESE PRESENTS THAT, ROWAN TEMPLE LLC, OWNER OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS:
ROWAN TEMPLE SUBDIVISION
WITHIN THE CITY OF TEMPLE, BELL COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, DO HEREBY COMBINE EXISTING ACREAGE TRACTS INTO A SINGLE LOT OF THIS SUBDIVISION.

NAME: Stephen Jenkins
TITLE: Chief Development Officer
ROWAN TEMPLE, LLC
1700 WESTLAKE AVE, N. SUITE 200
SEATTLE, WA 98109

STATE OF TEXAS §
COUNTY OF BELL §
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Stephen Jenkins KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 8 DAY OF Dec, 2025 A.D.

Notary Public for Bell County, Texas - 506
Denver, Colorado



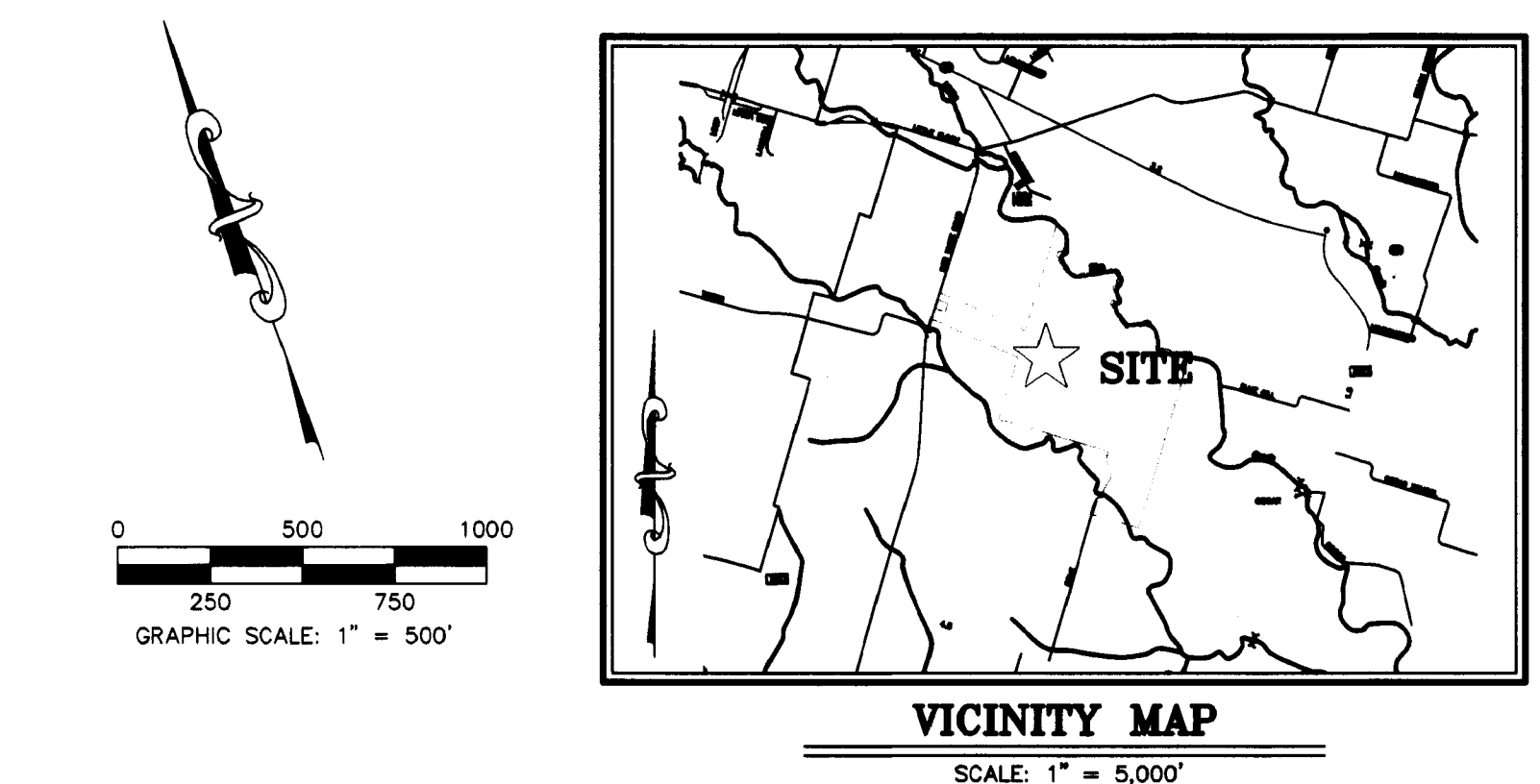
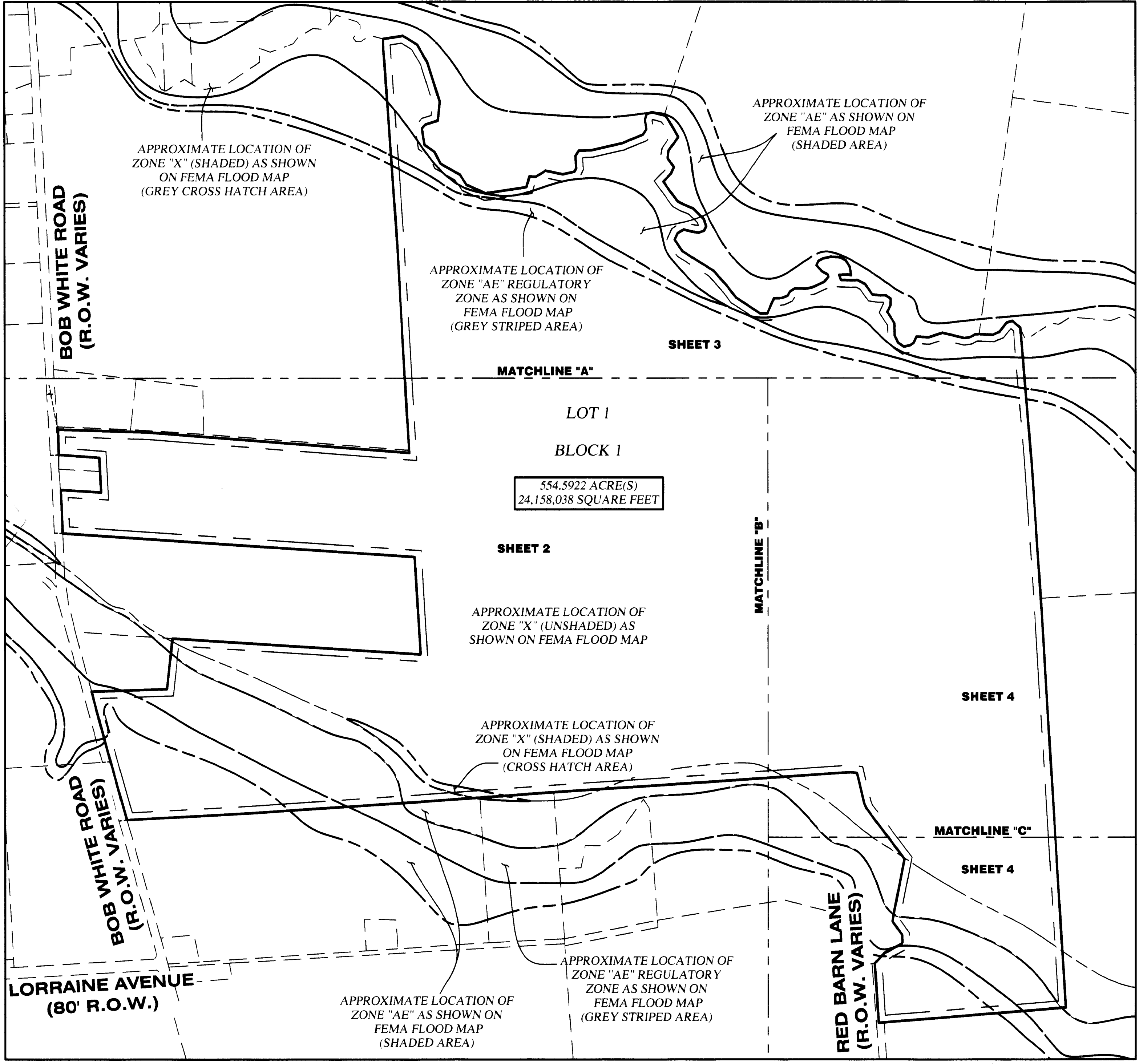
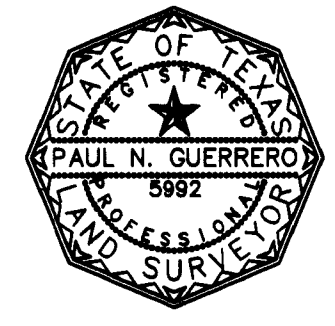
AFFIDAVIT:
THE TAX APPRAISAL DISTRICT OF BELL COUNTY DOES HEREBY CERTIFY THERE ARE CURRENTLY NO DELINQUENT TAXES DUE TO THE TAX APPRAISAL DISTRICT OF BELL COUNTY ON THE PROPERTY DESCRIBED BY THIS PLAT.

DATED THIS THE 22 DAY OF December, 2025 A.D.

By: Mark A. Smith
BELL COUNTY TAX APPRAISAL DISTRICT

SURVEYOR'S CERTIFICATE:
THAT I, PAUL N. GUERRERO, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THIS PLAT IS TRUE AND CORRECT, THAT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND THAT ALL NECESSARY SURVEY MONUMENTS ARE CORRECTLY SET OR FOUND AS SHOWN HEREON.

PAUL N. GUERRERO, R.P.L.S. DATE SURVEYED: MARCH 11, 2025
TEXAS REGISTRATION NO. 5992



- GENERAL NOTES:**
- THIS LOT IS SUBJECT TO THE FOLLOWING EASEMENTS WHICH ARE FILED IN THE DEED RECORDS OF BELL COUNTY, TEXAS UNDER THE VOLUME AND PAGES BELOW:
VOLUME 374, PAGE 112, EASEMENT & RIGHT-OF-WAY
VOLUME 374, PAGE 113, EASEMENT & RIGHT-OF-WAY
VOLUME 374, PAGE 114, EASEMENT & RIGHT-OF-WAY
VOLUME 374, PAGE 115, EASEMENT & RIGHT-OF-WAY
VOLUME 374, PAGE 116, EASEMENT & RIGHT-OF-WAY
VOLUME 375, PAGE 88, EASEMENT & RIGHT-OF-WAY
ALL EASEMENTS ABOVE AFFECTED BY MODIFICATION RECORDED IN COUNTY CLERK'S FILE NO. 2024053724
VOLUME 478, PAGE 262, EASEMENT GUY ANCHOR EASEMENT (DISTRIBUTION)
VOLUME 477, PAGE 563, EASEMENT GUY ANCHOR EASEMENT (TRANSMISSION)
VOLUME 2296, PAGE 212, WATER LINE EASEMENT
 - OWNER AGREES TO WORK WITH BOTH THE PLANNING DIRECTOR AND THE FIRE MARSHAL ON LOCATION, CONFIGURATION, AND SIZE FOR ALL PROPOSED ACCESS POINTS.
 - THE DEVELOPER AND CITY WILL COLLABORATE TO DETERMINE THE ALIGNMENT OF THE OUTER LOOP AND EAST-WEST MINOR ARTERIAL SHOWN ON THE THOROUGHFARE PLAN AND ANY FUTURE AMENDMENTS. THESE ALIGNMENTS WILL BE ADDRESSED IN A SEPARATE DEVELOPMENT AGREEMENT BETWEEN THE DEVELOPER AND THE CITY. REFERENCE PD ORDINANCE 2025-0039.

BEARING BASIS:
ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000145609313.

SURVEY CONTROL:
CONTROL FOR THIS SURVEY IS BASED ON A 1/2" IRON ROD WITH "4WARD CONTROL" CAP SET, GRID COORDINATES (STATE PLANE TEXAS CENTRAL - 4203) AND ELEVATIONS (NAVD88) SHOWN HEREON WERE COMPUTED FROM NGS O.P.U.S. SOLUTION REPORT DERIVED FROM 4WARD STATIC DATA COLLECTED MARCH 7, 2025.

FLOODPLAIN NOTE:
THIS PROPERTY IS LOCATED WITHIN ZONE "X" UNSHADED, ZONE "X" SHADED, ZONE "AE" AND ZONE "A" REGULATORY ZONE, AS SHOWN ON F.I.R.M. MAP NO. 48027C0375E, BELL COUNTY, TEXAS AND INCORPORATED AREAS, MAP REVISED SEPTEMBER 26, 2008.

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

OWNER:
ROWAN TEMPLE, LLC
LOTS - ONE (1)
BLOCKS - ONE (1)
AREA - 554.5922 ACRES 24,158,038 SQUARE FEET

PURPOSE STATEMENT:
THE PURPOSE OF THIS PLAT IS TO COMBINE EXISTING ACREAGE TRACTS INTO A SINGLE LOT FOR NON-RESIDENTIAL DEVELOPMENT.

RECORDATION INFORMATION:
FILED FOR RECORD THIS 8 DAY OF January, 2025.

IN DOCUMENT NO. 2026001069 OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, BELL COUNTY, TEXAS.

THIS FINAL PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF TEMPLE, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS THE 31 DAY OF Dec, 2025 A.D.

Mark A. Smith
CITY CLERK

THIS PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF TEMPLE, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.

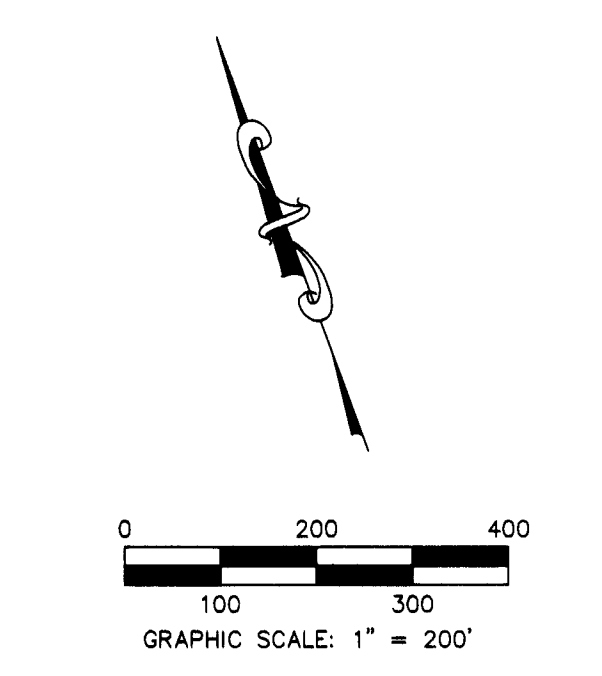
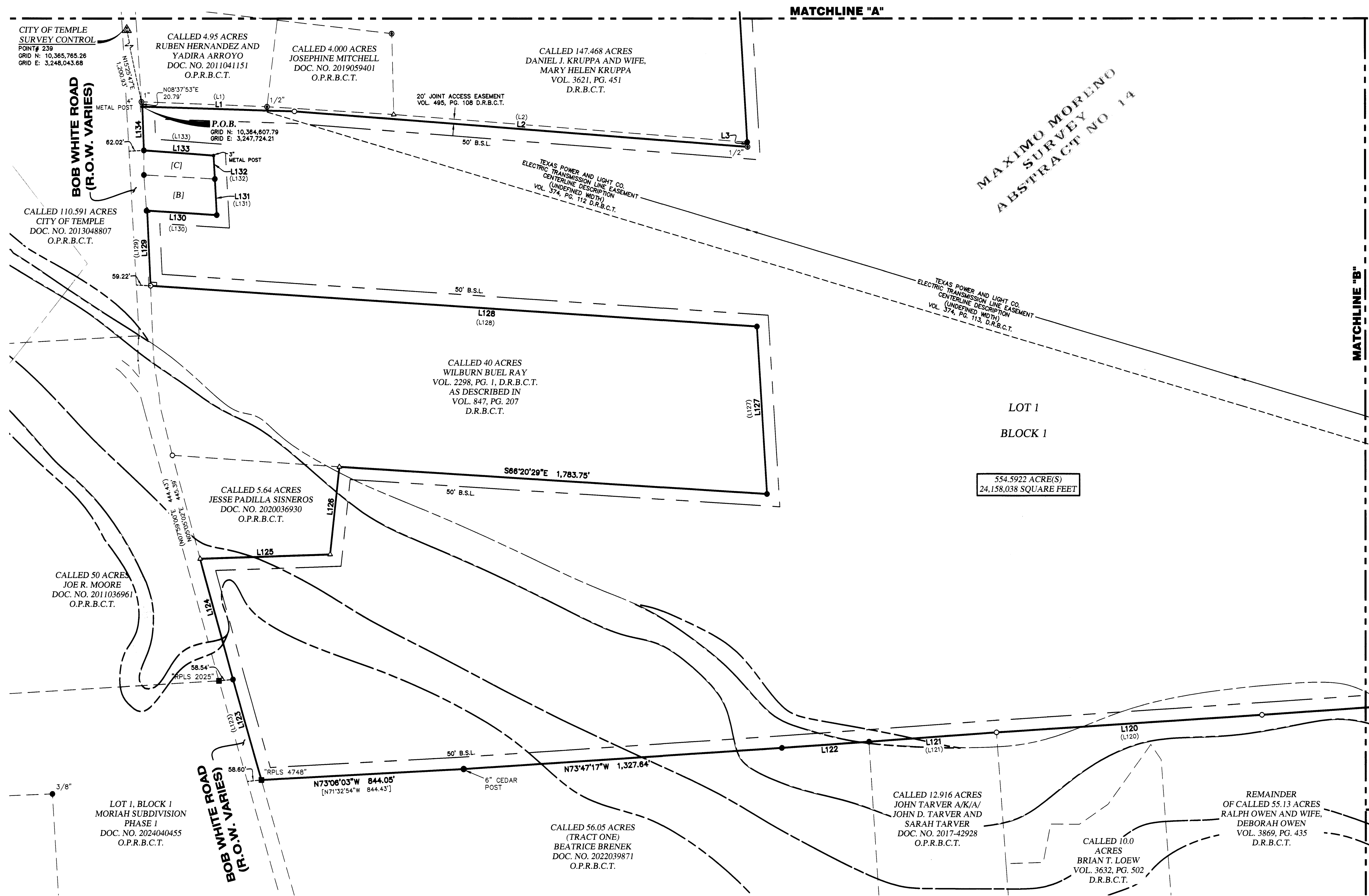
DATED THIS THE ____ DAY OF ____, 2025 A.D.

Elin Smith
SECRETARY TO PLANNING & ZONING COMMISSION

Inst # 2026001069 A

4WARD
Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPCLS FIRM #10174300

Date: 12/4/2025
Project: 02015
Scale: 1" = 500'
Reviewer: PG
Tech: CC
Field Crew: JW/MR
Survey Date: JUN. 2025
Sheet: 1 OF 4



LEGEND	
	PROPERTY LINE
	ADJACENT PROPERTY LINES
	EXISTING EASEMENT LINES
	CALCULATED POINT
	1/2" IRON ROD SET W/PLASTIC "WARD BOUNDARY" CAP
	IRON ROD FOUND WITH PLASTIC CAP AS NOTED
	IRON ROD FOUND AS NOTED
	IRON PIPE FOUND AS NOTED
	NAIL FOUND AS NOTED
	TYPE III 5/8" ALUMINUM CAP FOUND (UNLESS NOTED)
	SURVEY CONTROL POINT
VOL./PG.	VOLUME, PAGE
DOC. NO.	DOCUMENT NUMBER
R.O.W.	RIGHT-OF-WAY
B.S.L.	BUILDING SETBACK LINE
O.P.R.B.C.T.	OFFICIAL PUBLIC RECORDS, BELL COUNTY, TEXAS
D.R.B.C.T.	DEED RECORDS, BELL COUNTY, TEXAS
(.....)	RECORD INFORMATION FOR ADJOINER PROPERTIES

**FINAL PLAT OF
ROWAN TEMPLE
SUBDIVISION**
City of Temple,
Bell County, Texas

4WARD
Land Surveying
A Limited Liability Company

PO Box 90876, Austin Texas 78709
INFO@4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

Date: 12/4/2025
Project: 02015
Scale: 1" = 200'
Reviewer: PG
Tech: CC
Field Crew: JM/MR
Survey Date: JUN. 2021
Sheet: 2 OF 4

Inst # 2026001069 B

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S68°14'19"E	633.68'
L2	S65°31'37"E	1,891.54'
L3	N17°03'35"E	19.38'
L4	N22°39'45"E	29.36'
L5	S78°44'27"E	144.07'
L6	S37°52'01"E	116.77'
L7	S09°53'29"E	145.19'
L8	S02°23'39"W	297.14'
L9	S25°55'56"W	137.78'
L10	N87°11'23"W	89.90'
L11	S62°12'58"W	39.17'
L12	S10°37'02"W	119.71'
L13	S34°46'07"E	85.09'
L14	S06°39'43"E	92.38'
L15	S40°05'28"E	161.56'
L16	S14°07'59"E	86.52'
L17	S46°02'53"E	149.78'
L18	S78°36'13"E	296.72'
L19	N35°58'50"E	79.08'
L20	S66°39'26"E	44.32'
L21	N78°03'52"E	83.42'
L22	S58°01'17"E	123.35'
L23	S81°17'30"E	87.02'
L24	N47°42'17"E	28.43'
L25	N16°20'30"E	87.34'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L26	N53°57'31"E	45.21'
L27	S72°09'27"E	89.59'
L28	S82°46'20"E	224.21'
L29	N87°42'02"E	161.26'
L30	N54°10'57"E	47.54'
L31	N10°52'28"E	69.73'
L32	N37°08'45"E	43.14'
L33	S87°38'36"E	42.17'
L34	S55°22'15"E	95.24'
L35	S17°03'44"E	47.54'
L36	S09°28'30"E	134.63'
L37	S55°58'24"W	117.90'
L38	S29°23'11"W	53.37'
L39	S15°40'28"E	79.14'
L40	S43°37'26"W	53.44'
L41	S64°52'29"W	78.63'
L42	S16°09'16"E	174.06'
L43	S41°26'06"E	47.38'
L44	S47°49'46"E	75.12'
L45	S24°59'59"E	106.82'
L46	S01°47'42"W	56.49'
L47	S47°35'50"W	35.52'
L48	S89°29'57"W	38.52'
L49	N60°58'08"W	49.51'
L50	N55°56'13"W	60.75'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L51	S79°14'22"W	51.26'
L52	S44°29'09"W	50.96'
L53	S13°45'39"E	101.14'
L54	S37°59'15"E	262.41'
L55	S21°44'46"E	147.93'
L56	S18°00'22"E	102.51'
L57	S36°36'12"E	206.58'
L58	S71°10'01"E	52.19'
L59	N44°15'40"E	117.19'
L60	S72°04'12"E	55.05'
L61	N87°14'07"E	44.78'
L62	N51°54'23"E	35.38'
L63	N78°09'59"E	42.13'
L64	S68°08'28"E	73.64'
L65	S79°31'43"E	47.77'
L66	N85°39'02"E	96.28'
L67	N59°41'30"E	46.89'
L68	N00°00'00"E	18.44'
L69	N40°09'23"W	44.35'
L70	N23°05'54"W	60.30'
L71	N44°48'57"E	32.79'
L72	N81°45'34"E	38.37'
L73	S82°30'35"E	57.36'
L74	S66°42'04"E	69.97'
L75	S40°14'38"E	41.50'

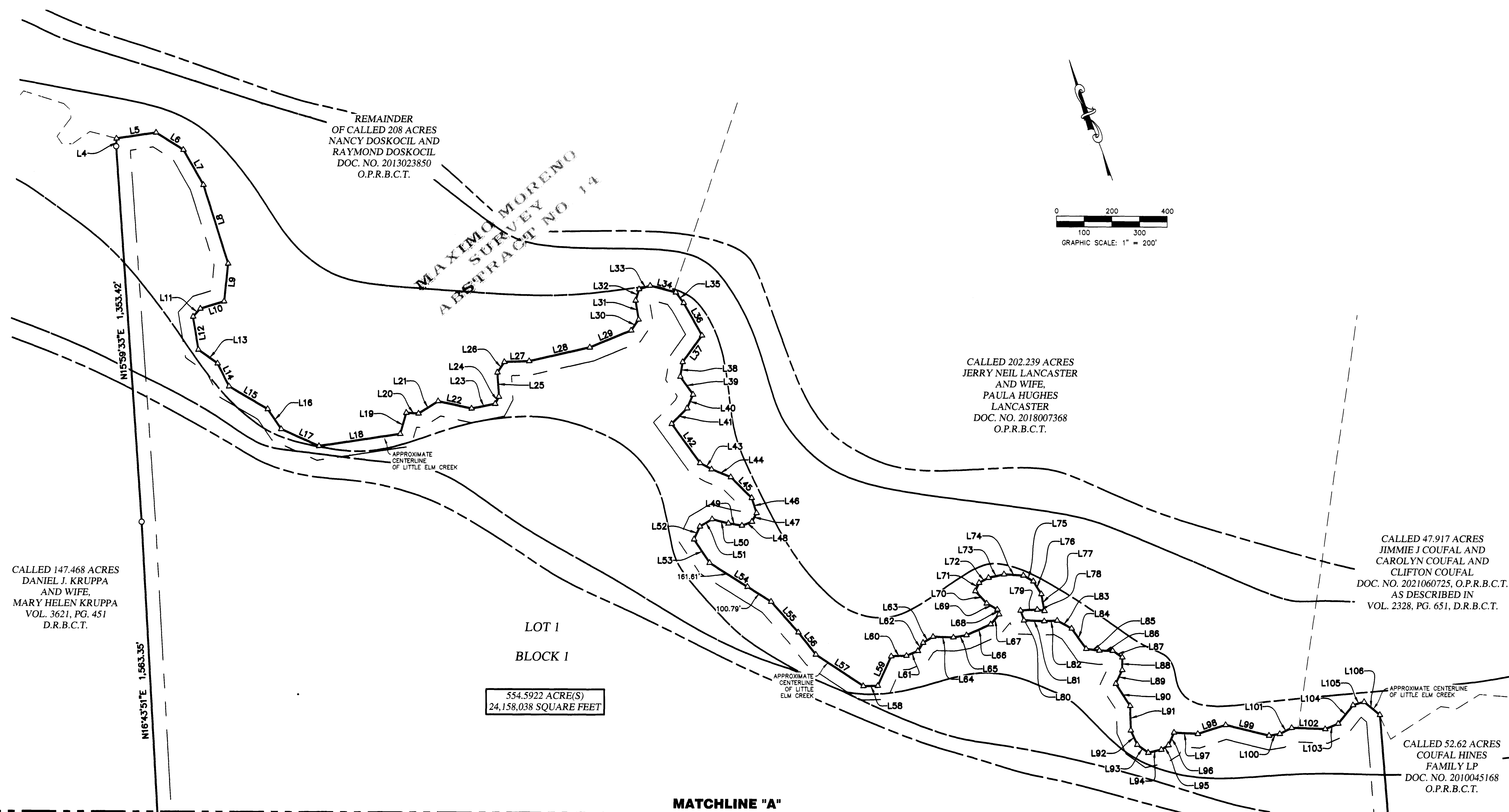
LINE TABLE		
LINE #	DIRECTION	LENGTH
L76	S11°57'44"E	54.18'
L77	S09°09'13"W	62.15'
L78	N59°00'29"W	26.45'
L79	N73°10'48"W	60.66'
L80	S00°14'46"W	37.87'
L81	S68°04'06"E	73.17'
L82	S72°41'20"E	46.78'
L83	S41°41'57"E	59.35'
L84	S15°19'00"E	90.82'
L85	S62°20'51"E	47.96'
L86	S69°59'19"E	48.01'
L87	S35°30'54"E	42.56'
L88	S20°14'19"W	45.84'
L89	S44°56'32"W	54.54'
L90	S12°57'48"E	94.92'
L91	S18°07'11"W	89.11'
L92	S04°19'14"E	55.75'
L93	S35°08'14"E	49.45'
L94	S82°59'45"E	48.01'
L95	N77°42'44"E	30.30'
L96	N44°15'50"E	49.40'
L97	S66°46'08"E	85.75'
L98	S87°58'11"E	105.53'
L99	S56°14'57"E	161.56'
L100	S79°05'48"E	39.52'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L101	N82°44'24"E	48.10'
L102	S67°49'55"E	121.12'
L103	N87°08'23"E	50.76'
L104	N58°14'03"E	85.98'
L105	S86°28'11"E	42.17'
L106	S30°16'54"E	73.90'
L107	N74°17'08"W	39.18'
L108	N16°17'27"E	424.98'
L109	N63°09'17"E	100.11'
L110	N81°44'27"E	136.78'
L111	N53°08'25"E	15.43'
L112	N17°10'00"E	51.81'
L113	N16°07'34"W	118.67'
L114	N30°56'53"E	455.25'
L115	N17°02'08"W	453.36'
L116	N04°27'37"W	37.18'
L117	N06°32'44"E	223.26'
L118	N62°17'05"W	43.45'
L119	N73°52'59"W	1,029.61'
L120	N73°43'28"W	1,107.75'
L121	N74°08'06"W	532.24'
L122	N74°00'55"W	363.77'
L123	N04°11'14"E	433.07'
L124	N04°44'27"E	518.50'
L125	S71°54'18"E	542.29'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L126	N26°06'15"E	366.63'
L127	N16°35'22"E	698.49'
L128	N66°09'03"W	2,530.07'
L129	N17°30'04"E	310.07'
L130	S66°24'55"E	290.31'
L131	N16°58'56"E	150.58'
L132	N16°54'24"E	97.99'
L133	N65°43'50"W	291.11'
L134	N18°10'11"E	181.30'

RECORD LINE TABLE		
LINE #	DIRECTION	LENGTH
(L1)	(S66°27'34"E)	(633.68')
(L2)	(S63°44'52"E)	(1,934.72')
(L107)	(N71°13'05"W)	(39.16')
(L108)	(N19°21'30"E)	(424.76')
(L109)	(N66°13'20"E)	(100.06')
(L111)	(N58°46'17"E)	(15.00')
(L112)	(N19°55'36"E)	(52.02')
(L113)	(N13°21'58"W)	(119.15')
(L114)	(N33°54'32"E)	(458.83')
(L115)	(N14°17'12"W)	(453.84')
(L116)	(N01°42'41"W)	(37.22')
(L117)	(N09°22'31"E)	(222.90')
(L119)	(N70°54'29"W)	(1029.96')
(L120)	(N70°54'29"W)	(1107.71')
(L121)	(S71°16'47"E)	(532.24')
(L123)	(N06°00'00"W)	(431.60')
(L127)	(N19°00'00"W)	(698.89')
(L128)	(N63°15'00"W)	(920.95')
(L129)	(N18°53'33"E)	(309.93')
(L130)	(S65°00'35"E)	(287.84')
(L131)	(N18°38'04"E)	(150.00')
(L132)	(N18°38'04"E)	(97.96')
(L133)	(N64°16'22"W)	(287.72')

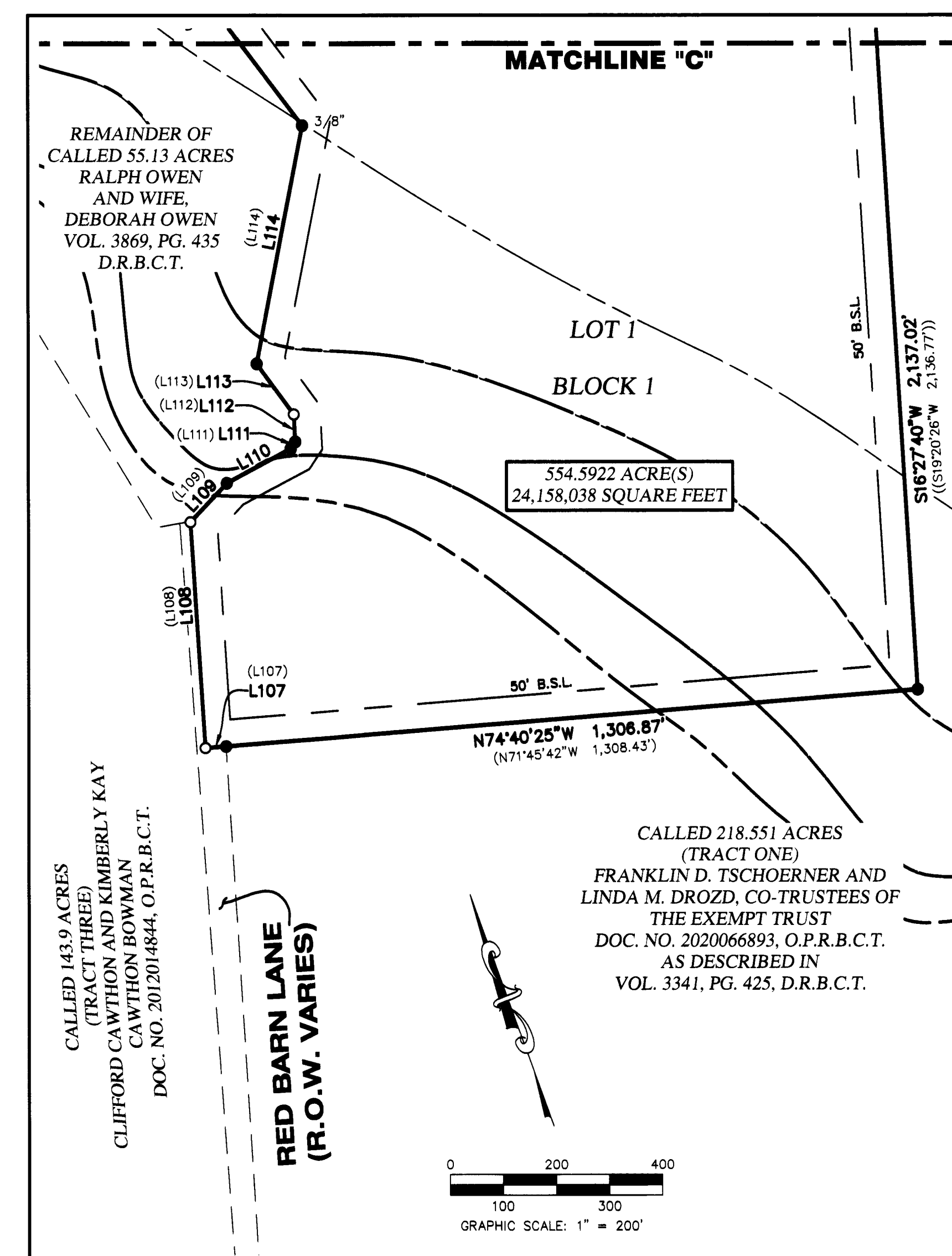
LEGEND		
---	PROPERTY LINE	
---	ADJACENT PROPERTY LINES	
---	EXISTING EASEMENT LINES	
△	CALCULATED POINT	
○	1/2" IRON ROD SET W/PLASTIC "WARD BOUNDARY" CAP	
■	IRON ROD FOUND WITH PLASTIC CAP AS NOTED	
●	IRON ROD FOUND AS NOTED	
⊙	IRON PIPE FOUND AS NOTED	
▲	NAIL FOUND AS NOTED	
□	TYPE III 5/8" ALUMINUM CAP FOUND (UNLESS NOTED)	
△	SURVEY CONTROL POINT	
VOL./PG.	VOLUME, PAGE	
DOC. NO.	DOCUMENT NUMBER	
R.O.W.	RIGHT-OF-WAY	
B.S.L.	BUILDING SETBACK LINE	
O.P.R.B.C.T.	OFFICIAL PUBLIC RECORDS, BELL COUNTY, TEXAS	
D.R.B.C.T.	DEED RECORDS, BELL COUNTY, TEXAS	
(.....)	RECORD INFORMATION FOR ADJOINER PROPERTIES	



**FINAL PLAT OF
ROWAN TEMPLE
SUBDIVISION**
City of Temple,
Bell County, Texas

4WARD <i>Land Surveying</i> A Limited Liability Company PO Box 90876, Austin Texas 78709 INFO@4WARDLS.COM (512) 537-2384 TBPELS FIRM #10174300	Date: 12/4/2025
	Project: 02015
	Scale: 1" = 200'
	Reviewer: PG
	Tech: CC
	Field Crew: JM/MR
	Survey Date: JUN. 2025
Sheet: 3 OF 4	

Inst # 2026001069 C



LEGEND

—	PROPERTY LINE
- - - -	ADJACENT PROPERTY LINES
- - - -	EXISTING EASEMENT LINES
△	CALCULATED POINT
○	1/2" IRON ROD SET W/PLASTIC "4WARD BOUNDARY" CAP
■	IRON ROD FOUND WITH PLASTIC CAP AS NOTED
●	IRON ROD FOUND AS NOTED
⊙	IRON PIPE FOUND AS NOTED
▲	NAIL FOUND AS NOTED
▲	TYPIC 1/2" ALUMINUM CAP FOUND (UNLESS NOTED)
△ ○	SURVEY CONTROL POINT
VOL./PG.	VOLUME, PAGE
DOC. NO.	DOCUMENT NUMBER
R.O.W.	RIGHT-OF-WAY
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G.P.R.B.C.T.	OFFICIAL PUBLIC RECORDS, BELL COUNTY, TEXAS
D.R.B.C.T.	DEED RECORDS, BELL COUNTY, TEXAS
(.....)	RECORD INFORMATION FOR ADJOINER PROPERTIES

**FINAL PLAT OF
ROWAN TEMPLE
SUBDIVISION
City of Temple,
Bell County, Texas**

 4WARD <i>Land Surveying</i> A Limited Liability Company PO Box 30876, Austin Texas 78709 INFO@4WARDLLS.COM (512) 537-2384 TRFELS_FIRM #10174300	Date:	12/4/2025
	Project:	02015
	Scale:	1" = 200'
	Reviewer:	PG
	Tech:	CC
Field Crew:		JM/JMR
Survey Date:		JUN. 2025
Sheet:		4 OF 4



**Bell County
Shelley Coston
County Clerk
Belton, Texas 76513**

Instrument Number: 2026001069

**As
PLAT**

Recorded On: January 08, 2026

Parties: ROWAN TEMPLE LLC

To ROWAN TEMPLE SUBDIVISION

Comment:

Billable Pages: 4

Number of Pages: 5

(Parties listed above are for Clerks' reference only)

**** Examined and Charged as Follows ****

PLAT RECORDING:	\$100.00
Total Fees:	\$100.00

******* DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *******

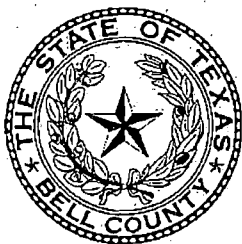
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information

Instrument Number: 2026001069
Receipt Number: 505118
Recorded Date/Time: 01/08/2026 1:42:26 PM
User / Station: dolgenms - BCCCD0639

Record and Return To:

PAM MADERE
JACKSON WALKER LLP
100 CONGRESS AVE., SUITE 1100
AUSTIN, TX 78701



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly
recorded in the Real Property Records in Bell County, Texas

**Shelley Coston
Bell County Clerk**

EXHIBIT “_____”

Maximo Moreno Survey, Abstract No. 14



PO Box 90876
Austin, TX 78709
512.554.3371
TBPELS Firm #10174300

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 554.5922 ACRES (24,158,038 SQUARE FEET) OUT OF THE MAXIMO MORENO SURVEY, ABSTRACT NO. 14, IN BELL COUNTY, TEXAS, BEING ALL OF A CALLED 454.2376 ACRES TRACT OF LAND CONVEYED TO ROWAN TEMPLE, LLC IN DOCUMENT NO. 2025038747 OF THE OFFICIAL PUBLIC RECORDS OF BELL COUNTY, TEXAS (O.P.R.B.C.T.), BEING ALL OF A CALLED 41.9435 ACRES TRACT OF LAND CONVEYED TO ROWAN TEMPLE, LLC IN DOCUMENT NO. 2025038746 (O.P.R.B.C.T.), AND BEING ALL OF A CALLED 58.4110 ACRE TRACT OF LAND CONVEYED TO ROWAN TEMPLE, LLC IN DOCUMENT NO. _____ (O.P.R.B.C.T.), SAID 554.5922 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 4-inch metal post found for an angle point in the apparent east right-of-way line of Bob White Road (right-of-way varies), being the northwest corner of said Rowan 41.9435 acres tract, and being the southwest corner of a called 4.95 acres tract conveyed to Ruben Hernandez and Yadira Arroyo in Document No. 2011041151 (O.P.R.B.C.T.), said 4.95 acre tract being out of a called 162-1/2 acres tract described in Volume 408, Page 483 (D.R.T.C.T.), and being the most southerly northwest corner and **POINT OF BEGINNING** hereof, from which a 1-inch iron pipe found for an angle point in the apparent east right-of-way line of said Bob White Road, bears, N08°37'53"E, a distance of 20.79 feet;

THENCE, leaving the east right-of-way line of said Bob White Road, with the north line of said Rowan 41.9435 acres tract, being the south line of said 162-1/2 acres tract, the following two (2) courses and distances:

- 1) **S68°14'19"E**, a distance of **633.68** feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set for an angle point hereof,
- 2) **S65°31'37"E**, a distance of **1,891.54** feet to a 1/2-inch iron pipe found for an interior ell-corner hereof, being in the west line of said Rowan 454.2376 acres tract and being the southeast corner of a called 147.468 acre tract, conveyed to Daniel J. Kruppa and wife, Mary Helen Kruppa in Volume 3621, Page 451 (D.R.T.C.T.);

THENCE, leaving the north line of said Rowan 41.9435 acres tract, with the west line of said Rowan 454.2376 acres tract, and the east line of said Kruppa tract, **N17°03'35"E**, a distance of **19.38** feet to a 1/2-inch iron rod;

THENCE, continuing with the west line of said Rowan 454.2376 acres tract, and the east line of said Kruppa tract, the following three (3) courses and distances:

- 1) **N16°43'51"E**, a distance of **1,563.35** feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set for an angle point hereof,
- 2) **N15°59'33"E**, a distance of **1,353.42** feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set for an angle point hereof, and
- 3) **N22°39'45"E**, a distance of **29.36** feet to a calculated point for the common north corner of said Rowan 454.2376 acres tract and said Kruppa tract and being in the south line of a called 208 acres tract conveyed to Nancy Daskocil and Raymond Daskocil in Document No. 2013023850 (O.P.R.B.C.T.);

THENCE, leaving the east line of said Kruppa 147.468 acres tract, with north line of said Rowan 454.2376 acres tract, and in part with the south line of said Doskocil remainder tract, in part with the south line of a called 202.239 acres tract conveyed to Jerry Neil Lancaster and wife, Paula Hughes Lancaster in Document No. 2018007368 (O.P.R.B.C.T.), in part with the south line of a called 47.917 acres tract conveyed to Jimmie J Coufal, Carolyn Coufal and Clifton Coufal in Document no. 2021060725 (O.P.R.B.C.T.) as described in Volume 2328, Page 651 (D.R.B.C.T.), and being with the approximate centerline of said Little Elm Creek the following one hundred two (102) courses and distances:

- 1) **S78°44'27"E**, a distance of **144.07** feet to a calculated point for an angle point hereof,
- 2) **S37°52'01"E**, a distance of **116.77** feet to a calculated point for an angle point hereof,
- 3) **S09°53'29"E**, a distance of **145.19** feet to a calculated point for an angle point hereof,
- 4) **S02°23'39"W**, a distance of **297.14** feet to a calculated point for an angle point hereof,
- 5) **S25°55'56"W**, a distance of **137.78** feet to a calculated point for an angle point hereof,
- 6) **N87°11'23"W**, a distance of **89.90** feet to a calculated point for an angle point hereof,
- 7) **S62°12'58"W**, a distance of **39.17** feet to a calculated point for an angle point hereof,
- 8) **S10°37'02"W**, a distance of **119.71** feet to a calculated point for an angle point hereof,
- 9) **S34°46'07"E**, a distance of **85.09** feet to a calculated point for an angle point hereof,
- 10) **S06°39'43"E**, a distance of **92.38** feet to a calculated point for an angle point hereof,
- 11) **S40°05'28"E**, a distance of **161.56** feet to a calculated point for an angle point hereof,
- 12) **S14°07'59"E**, a distance of **86.52** feet to a calculated point for an angle point hereof,
- 13) **S46°02'53"E**, a distance of **149.78** feet to a calculated point for an angle point hereof,
- 14) **S78°36'13"E**, a distance of **296.72** feet to a calculated point for an angle point hereof,
- 15) **N35°58'50"E**, a distance of **79.08** feet to a calculated point for an angle point hereof,
- 16) **S66°39'26"E**, a distance of **44.32** feet to a calculated point for an angle point hereof,
- 17) **N78°03'52"E**, a distance of **83.42** feet to a calculated point for an angle point hereof,
- 18) **S58°01'17"E**, a distance of **123.35** feet to a calculated point for an angle point hereof,
- 19) **S81°17'30"E**, a distance of **87.02** feet to a calculated point for an angle point hereof,
- 20) **N47°42'17"E**, a distance of **28.43** feet to a calculated point for an angle point hereof,
- 21) **N16°20'30"E**, a distance of **87.34** feet to a calculated point for an angle point hereof,
- 22) **N53°57'31"E**, a distance of **45.21** feet to a calculated point for an angle point hereof,
- 23) **S72°09'27"E**, a distance of **89.59** feet to a calculated point for an angle point hereof,
- 24) **S82°46'20"E**, a distance of **224.21** feet to a calculated point for an angle point hereof,
- 25) **N87°42'02"E**, a distance of **161.26** feet to a calculated point for an angle point hereof,
- 26) **N54°10'57"E**, a distance of **47.54** feet to a calculated point for an angle point hereof,
- 27) **N10°52'28"E**, a distance of **69.73** feet to a calculated point for an angle point hereof,
- 28) **N37°09'45"E**, a distance of **43.14** feet to a calculated point for an angle point hereof,
- 29) **S87°38'36"E**, a distance of **42.17** feet to a calculated point for an angle point hereof,
- 30) **S55°22'15"E**, a distance of **95.24** feet to a calculated point for an angle point hereof,
- 31) **S17°03'44"E**, a distance of **47.54** feet to a calculated point for an angle point hereof,
- 32) **S09°29'30"E**, a distance of **134.63** feet to a calculated point for an angle point hereof,
- 33) **S55°58'24"W**, a distance of **117.90** feet to a calculated point for an angle point hereof,
- 34) **S29°23'11"W**, a distance of **53.37** feet to a calculated point for an angle point hereof,
- 35) **S15°40'28"E**, a distance of **79.14** feet to a calculated point for an angle point hereof,
- 36) **S43°37'26"W**, a distance of **53.44** feet to a calculated point for an angle point hereof,
- 37) **S64°52'29"W**, a distance of **78.63** feet to a calculated point for an angle point hereof,
- 38) **S16°09'16"E**, a distance of **174.06** feet to a calculated point for an angle point hereof,
- 39) **S41°26'06"E**, a distance of **47.38** feet to a calculated point for an angle point hereof,
- 40) **S47°49'46"E**, a distance of **75.12** feet to a calculated point for an angle point hereof,
- 41) **S24°59'59"E**, a distance of **106.82** feet to a calculated point for an angle point hereof,
- 42) **S01°47'42"W**, a distance of **56.49** feet to a calculated point for an angle point hereof,
- 43) **S47°35'50"W**, a distance of **35.52** feet to a calculated point for an angle point hereof,

- 44) **S89°29'57"W**, a distance of **38.52** feet to a calculated point for an angle point hereof,
- 45) **N60°56'08"W**, a distance of **49.51** feet to a calculated point for an angle point hereof,
- 46) **N55°56'13"W**, a distance of **60.75** feet to a calculated point for an angle point hereof,
- 47) **S79°14'22"W**, a distance of **51.26** feet to a calculated point for an angle point hereof,
- 48) **S44°29'09"W**, a distance of **50.96** feet to a calculated point for an angle point hereof,
- 49) **S13°45'39"E**, a distance of **101.14** feet to a calculated point for an angle point hereof,
- 50) **S37°59'15"E**, passing at a distance of 161.61 feet a calculated point for the common north corner of said Rowan 454.2376 acres tract and said Rowan 454.2376 acre tract (from which a 1/2-inch iron rod found for an angle point in the common line of said Rowan 454.2376 acres tract and said Rowan 454.2376 acres tract bears, **S73°07'20"E**, a distance of 198.19 feet), in all a distance of **262.41** feet to a calculated point for an angle point hereof,
- 51) **S21°44'46"E**, a distance of **147.93** feet to a calculated point for an angle point hereof,
- 52) **S18°00'22"E**, a distance of **102.51** feet to a calculated point for an angle point hereof,
- 53) **S36°36'12"E**, a distance of **206.58** feet to a calculated point for an angle point hereof,
- 54) **S71°10'01"E**, a distance of **52.19** feet to a calculated point for an angle point hereof,
- 55) **N44°15'40"E**, a distance of **117.19** feet to a calculated point for an angle point hereof,
- 56) **S72°04'12"E**, a distance of **55.05** feet to a calculated point for an angle point hereof,
- 57) **N87°14'07"E**, a distance of **44.78** feet to a calculated point for an angle point hereof,
- 58) **N51°54'23"E**, a distance of **35.38** feet to a calculated point for an angle point hereof,
- 59) **N78°09'59"E**, a distance of **42.13** feet to a calculated point for an angle point hereof,
- 60) **S68°08'28"E**, a distance of **73.64** feet to a calculated point for an angle point hereof,
- 61) **S79°31'43"E**, a distance of **47.77** feet to a calculated point for an angle point hereof,
- 62) **N85°39'02"E**, a distance of **96.28** feet to a calculated point for an angle point hereof,
- 63) **N59°41'30"E**, a distance of **46.89** feet to a calculated point for an angle point hereof,
- 64) **N00°00'00"E**, a distance of **18.44** feet to a calculated point for an angle point hereof,
- 65) **N40°09'23"W**, a distance of **44.35** feet to a calculated point for an angle point hereof,
- 66) **N23°05'54"W**, a distance of **60.30** feet to a calculated point for an angle point hereof,
- 67) **N44°48'57"E**, a distance of **32.79** feet to a calculated point for an angle point hereof,
- 68) **N81°45'34"E**, a distance of **38.37** feet to a calculated point for an angle point hereof,
- 69) **S82°30'35"E**, a distance of **57.36** feet to a calculated point for an angle point hereof,
- 70) **S66°42'04"E**, a distance of **69.97** feet to a calculated point for an angle point hereof,
- 71) **S40°14'38"E**, a distance of **41.50** feet to a calculated point for an angle point hereof,
- 72) **S11°57'44"E**, a distance of **54.18** feet to a calculated point for an angle point hereof,
- 73) **S09°09'13"W**, a distance of **62.15** feet to a calculated point for an angle point hereof,
- 74) **N59°00'29"W**, a distance of **26.45** feet to a calculated point for an angle point hereof,
- 75) **N73°10'48"W**, a distance of **60.66** feet to a calculated point for an angle point hereof,
- 76) **S00°14'46"W**, a distance of **37.87** feet to a calculated point for an angle point hereof,
- 77) **S68°04'06"E**, a distance of **73.17** feet to a calculated point for an angle point hereof,
- 78) **S72°41'20"E**, a distance of **46.78** feet to a calculated point for an angle point hereof,
- 79) **S41°41'57"E**, a distance of **59.35** feet to a calculated point for an angle point hereof,
- 80) **S15°19'00"E**, a distance of **90.82** feet to a calculated point for an angle point hereof,
- 81) **S62°20'51"E**, a distance of **47.96** feet to a calculated point for an angle point hereof,
- 82) **S69°59'19"E**, a distance of **48.01** feet to a calculated point for an angle point hereof,
- 83) **S35°30'54"E**, a distance of **42.56** feet to a calculated point for an angle point hereof,
- 84) **S20°14'19"W**, a distance of **45.84** feet to a calculated point for an angle point hereof,
- 85) **S44°56'32"W**, a distance of **54.54** feet to a calculated point for an angle point hereof,
- 86) **S12°57'48"E**, a distance of **94.92** feet to a calculated point for an angle point hereof,
- 87) **S18°07'11"W**, a distance of **89.11** feet to a calculated point for an angle point hereof,
- 88) **S04°19'14"E**, a distance of **55.75** feet to a calculated point for an angle point hereof,
- 89) **S35°06'14"E**, a distance of **49.45** feet to a calculated point for an angle point hereof,
- 90) **S82°59'45"E**, a distance of **48.01** feet to a calculated point for an angle point hereof,

- 91) **N77°42'44"E**, a distance of **30.30** feet to a calculated point for an angle point hereof,
- 92) **N44°15'50"E**, a distance of **49.40** feet to a calculated point for an angle point hereof,
- 93) **S66°46'06"E**, a distance of **85.75** feet to a calculated point for an angle point hereof,
- 94) **S87°58'11"E**, a distance of **105.53** feet to a calculated point for an angle point hereof,
- 95) **S56°14'57"E**, a distance of **161.56** feet to a calculated point for an angle point hereof,
- 96) **S79°05'48"E**, a distance of **39.52** feet to a calculated point for an angle point hereof,
- 97) **N82°44'24"E**, a distance of **48.10** feet to a calculated point for an angle point hereof,
- 98) **S67°49'55"E**, a distance of **121.12** feet to a calculated point for an angle point hereof,
- 99) **N87°08'23"E**, a distance of **50.76** feet to a calculated point for an angle point hereof,
- 100) **N58°14'03"E**, a distance of **85.98** feet to a calculated point for an angle point hereof,
- 101) **S86°28'11"E**, a distance of **42.17** feet to a calculated point for an angle point hereof,
- 102) **S30°16'54"E**, a distance of **73.90** feet to a calculated point for the northeast corner hereof, being the common north corner of said Rowan 454.2376 acres tract and a called 52.62 acres tract conveyed to Coufal Hines Family LP in Document No. 2010045168 (O.P.R.B.C.T.);

THENCE, leaving the south line of said Coufal 47.917 acres tract and the centerline of said Little Elm Creek, with the common line of said Rowan 454.2376 acres tract and said Coufal Hines Family tract the following two (2) courses and distances:

- 1) **S15°15'20"W**, a distance of **953.16** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point hereof,
- 2) **S16°06'19"W**, a distance of **986.99** feet to a Texas Department of Transportation (TxDOT) Type III Aluminum Cap found for an angle point hereof, being the common west corner of said Coufal Hines Family tract and a called 218.551 acres tract (called Tract One) conveyed to Franklin D. Tschoerner and Linda M Drozd, Co-Trustees in Document No. 2020066893 (O.P.R.B.C.T.);

THENCE, leaving the south line of said Coufal Hines Family tract, with the common line of said Rowan 454.2376 acres tract and said Tschoerner and Drozd tract the following three (3) courses and distances:

- 1) **S16°33'37"W**, a distance of **796.47** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point hereof,
- 2) **S16°27'40"W**, a distance of **2,137.02** feet to a 1/2-inch iron rod found for the southeast corner hereof,
- 3) **N74°40'25"W**, a distance of **1,306.87** feet to a 1/2-inch iron rod found for an angle point hereof, being the most southerly northwest corner of said Tschoerner and Drozd tract, being an angle point in the east right-of-way line of Red Barn Lane (right-of-way varies);

THENCE, leaving the west line of said Tschoerner and Drozd tract, with the east right-of-way line of said Red Barn Lane and the east line of said Rowan 454.2376 acres tract the following two (2) courses and distances:

- 1) **N74°17'08"W**, a distance of **39.18** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for the most southerly southwest corner hereof,
- 2) **N16°17'27"E**, a distance of **424.98** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point hereof, being an angle point in the east line of the remainder of a called 55.13 acres tract conveyed to Ralph Owen and wife, Deborah Owen in Volume 3869, Page 435 (D.R.B.C.T.).

THENCE, with the south line of said Rowan 454.2376 acres tract and with the north line of said Owen remainder tract the following twelve (12) courses and distances:

- 1) **N63°09'17"E**, a distance of **100.11** feet to a 1/2-inch iron rod found for an angle point hereof,

- 2) **N81°44'27"E**, a distance of **136.78** feet to a 1/2-inch iron rod found for an angle point hereof,
- 3) **N53°06'25"E**, a distance of **15.43** feet to a 1/2-inch iron rod found for an angle point hereof,
- 4) **N17°10'00"E**, a distance of **51.81** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point hereof,
- 5) **N16°07'34"W**, a distance of **118.67** feet to a 1/2-inch iron rod found for an angle point hereof,
- 6) **N30°56'53"E**, a distance of **455.25** feet to a 1/2-inch iron rod found for an angle point hereof,
- 7) **N17°02'08"W**, a distance of **453.36** feet to a 1/2-inch iron rod found for an angle point hereof,
- 8) **N04°27'37"W**, a distance of **37.18** feet to a 1/2-inch iron rod found for an angle point hereof,
- 9) **N06°32'44"E**, a distance of **223.26** feet to a 1/2-inch iron rod found for an angle point hereof, being the beginning of an apparent gap between deed lines,
- 10) **N62°17'05"W**, a distance of **43.45** feet to a 1/2-inch iron rod found for an angle point hereof,
- 11) **N73°52'59"W**, a distance of **1,029.61** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point hereof,
- 12) **N73°43'28"W**, a distance of **1,107.75** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point hereof, being the end of said apparent gap between deed lines, and being the common north corner of said Owens tract and a called 12.916 acres tract conveyed to John Tarver A/K/A/ John D. Tarver in Document No. 2017042928 (O.P.R.B.C.T.) in Volume 3632, Page 435 (D.R.B.C.T.);

THENCE, leaving the west line of said Owen tract, with the common line of said Rowan 454.2376 acres tract and said Tarver tract, **N74°08'06"W**, a distance of **532.24** feet to a 1/2-inch iron rod found for an angle point hereof, being the common north corner of said Tarver tract and a called 56.05 acres tract (Tract One) conveyed to Beatrice Brenek in Document No. 2022039871 (O.P.R.B.C.T.);

THENCE, leaving the west line of said Owen tract, with the common line of said Rowan 454.2376 acres tract and said Brenek (Called Tract One), **N74°00'55"W**, a distance of **363.77** feet to a 1/2-inch iron rod found in the north line of said Brenek (Called Tract One) and the common south corner of said Rowan 454.2376 acres tract and said Brenek (Called Tract Two);

THENCE, leaving the west line of said Rowan 454.2376 acres tract, with the common line of said Brenek (Called Tract One) and said Brenek (Called Tract Two) the following two (2) courses and distances:

- 1) **N73°47'17"W**, a distance of **1,327.64** feet to a 6-inch cedar post found for an angle point hereof,
- 2) **N73°06'03"W**, a distance of **844.05** feet to an iron rod with "RPLS 4748" cap found in the east right-of-way line of said Bob White Road, being the common west corner of said Brenek (Called Tract One) and said Brenek (Called Tract Two);

THENCE, leaving the north line of said Brenek (Called Tract One), with the west right-of-way line of said Bob White Road and the east line of said Brenek (Called Tract Two), **N04°11'14"E**, a distance of **433.07** feet to a 1/2-inch iron rod found for an angle point hereof, being the common west corner of said Brenek (Called Tract Two) and Brenek (Called Tract Three);

THENCE, leaving the north line of said Brenek (Called Tract Two), with the west right-of-way line of said Bob White Road and the east line of said Brenek (Called Tract Three), **N04°44'27"E**, a distance of **518.50** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for the most southerly northwest corner hereof, being the common west corner of said Brenek (Called Tract Three) and a called 5.64 acres tract conveyed to Jesse Padilla Sisneros in Document No. 2020036930 (O.P.R.B.C.T.) as described in Volume 2754, Page 76 of the Deed Records of Bell County, Texas (D.R.B.C.T.), from which a 1/2-inch iron rod with "4Ward-Boundary" cap set in the west right-of-way line of said Bob White Road, being the common west corner of

said Cisneros tract and a called 40 acres tract conveyed to Wilburn Buel Ray in Volume 2298, Page 1 (D.R.B.C.T.) bears, N05°05'02"E, a distance of 445.39 feet;

THENCE, leaving the west right-of-way line of said Bob White Road, with the common line of said Brenek (Called Tract Three) and said Sisneros tract the following two (2) courses and distances:

- 1) **S71°54'18"E**, a distance of **542.29** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for an angle point hereof,
- 2) **N26°06'15"E**, a distance of **366.63** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for the most northerly northwest corner hereof, being the common north corner of said Brenek (Called Tract Three) and said Sisneros tract, and being in the south line of said Ray tract;

THENCE, leaving the west line of said Sisneros tract, with the common line of said Brenek (Called Tract Three) and said Ray tract, **S66°20'29"E**, a distance of **1,783.75** feet to a 1/2-inch iron rod found for the northeast corner hereof, being the common east corner of said Brenek (Called Tract Three) and said Ray tract, and being in the west line of a called 213.83 acres tract conveyed to Theodore C. Flick and Milton J. Flick in Volume 4339, Page 547 (D.R.B.C.T.);

THENCE, leaving the north line of said Brenek (Tract Three), with the common line of said Rowan 454.2376 acres tract and said Ray tract, **N16°35'22"E**, a distance of **698.49** feet to a 1/2-inch iron rod found for an interior ell-corner hereof, being in the south line of said Rowan 41.9435 acres tract;

THENCE, leaving the west line of said Rowan 454.2376 acres tract, with the common line of said Rowan 41.9435 acres tract and said Ray tract, **N66°09'03"W**, a distance of **2,530.07** feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for the most northerly southwest corner hereof, being the common west corner of said Rowan 41.9435 acres tract and said Ray tract, being in the apparent east right-of-way line of said Bob White Road;

THENCE, leaving the north line of said Ray tract, with the west line of said Rowan 41.9435 acres tract and the east right-of-way line of said Bob White Road, **N17°30'04"E**, a distance of **310.07** feet to a 1/2-inch iron rod found for an angle point hereof, being the common west corner of said Rowan 41.9435 acres tract and a called 1.00 acre tract conveyed to Bernice Bryson in Document No. 2011041219 (O.P.R.B.C.T.);

THENCE, leaving the east right-of-way line of said Bob White Road, with the common line of said Rowan 41.9435 acres tract and said Bryson tract the following two (2) courses and distances:

- 1) **S66°24'55"E**, a distance of **290.31** feet to a 1/2-inch iron rod found for an angle point hereof, being the southeast corner of said Bryson tract,
- 2) **N16°58'56"E**, a distance of **150.58** feet to a 1/2-inch iron rod found for an angle point hereof, being the common east corner of said Bryson tract and a called 0.65 acre tract conveyed to Jose Ines Ramirez in Volume 5179, Page 655 (D.R.B.C.T.);

THENCE, leaving the north line of said Bryson tract, with the common line of said Rowan 41.9435 acres tract and said Ramirez tract the following two (2) courses and distances:

- 1) **N16°54'24"E**, a distance of **97.99** feet to a 3-inch metal post for an angle point hereof, being the northeast corner of said Ramirez tract,
- 2) **N65°43'50"W**, a distance of **291.11** feet to a 1/2-inch iron rod found for an angle point hereof, being the northwest corner of said Ramirez tract, and being in the apparent east right-of-way line of said Bob White Road;

THENCE, leaving the north line of said Ramirez tract, with the west line of said Rowan 41.9435 acres tract and the apparent east right-of-way line of said Bob White Road, **N18°10'11"E**, a distance of **181.30** feet to the **POINT OF BEGINNING** and containing 554.5922 Acres (24,158,038 Square Feet) more or less.

Notes:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203); all distances were adjusted to surface using a combined scale factor of 1.000145609313. See attached sketch (reference drawing: 02015-PLAT.dwg).

3/10/2026

Paul N. Guerrero, RPLS #5992
4Ward Land Surveying, LLC
TBPELS Firm #10174300

EXHIBIT “B”

Classes of Retail Customers and Customer’s Rates

(See Attached)

RESOLUTION NO. 2025-0269-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS,
SETTING THE CURRENT UTILITY SYSTEM FEES TO BE EFFECTIVE
OCTOBER 1, 2025; AND PROVIDING AN OPEN MEETINGS CLAUSE.

Whereas, Staff develops and maintains a six-year water/wastewater system cost of service study (Fiscal Year 2026 – Fiscal Year 2031) - as part of the analysis and development of the six-year revenue requirement, Staff reviewed and analyzed the following:

- Historical and projected trends regarding operations and maintenance costs, debt service, capital improvements, water usage, and wastewater flows;
- Fixed versus variable cost of the system;
- Consumption and rainfall data in order to “normalize” the revenue requirement for “wet” and “dry” years; and
- Inflation adjustments for labor, benefits, chemicals, electricity, and all other operating costs.

Whereas, one of the key elements of the study was to develop the revenue requirement for a multi-year capital improvement program to construct, replace, or rehabilitate numerous components in the City of Temple distribution and collection systems, address additional staffing needs for the operations and maintenance of the system, and other operations and maintenance costs of the system;

Whereas, the cost-of-service study is reviewed and updated by City Staff annually and the updated cost of service study covers a six-year period (Fiscal Year 2026 – Fiscal Year 2031) - cost drivers impacting the Fiscal Years 2026 – 2031 revenue requirement include the following:

- Debt service payments to support additional capital funding of \$317,500,000 to implement water and wastewater infrastructure improvement projects. These include development of Aquifer Storage and Recovery (ASR) for surface water, expansion of the water treatment plant, mobility-related utility upgrades, and a systematic program to reduce sanitary sewer overflows. Capital projects include the following:

PURPOSE	WATER PROJECTS	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	TOTAL
WATER TREATMENT & STORAGE								
1	Growth & Capacity Water & Wastewater Comprehensive Plan	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000
2	Rehabilitation Water Treatment Plant, Clarifier #4 Rehabilitation	950,000	-	-	-	-	-	950,000
3	Growth & Capacity Aquifer Storage and Recovery (Surface Water)	-	20,000,000	-	-	-	-	20,000,000
4	Rehabilitation Elevated Storage Tank Rehabilitations	-	-	2,500,000	850,000	-	2,500,000	5,850,000
5	Plant Expansion Water Treatment Plant Expansion	-	-	500,000	5,000,000	-	-	5,500,000
785 WATER PRESSURE PLANE								
6	Growth & Capacity New Elevated Storage Tank, Little River Road	700,000	7,000,000	-	-	-	-	7,700,000
876 WATER PRESSURE PLANE								
7	Rehabilitation Ave G Ground Storage and Pump Station Rehabilitation	300,000	-	6,000,000	-	-	-	6,300,000
8	Rehabilitation Temple Heights District Utility Improvements	-	-	-	8,000,000	8,500,000	-	16,500,000
9	Growth & Capacity North East Loop 363 Water Line Projects	-	-	-	400,000	3,000,000	-	3,400,000
835 WATER PRESSURE PLANE								
10	Growth & Capacity North Point 8" Water Main Extension	1,250,000	-	-	-	-	-	1,250,000
OTHER WATER SYSTEM IMPROVEMENTS								
11	Mobility Mobility Related Utility Improvements	5,235,000	-	800,000	2,400,000	1,000,000	3,000,000	12,435,000
12	Rehabilitation Distribution System Improvements	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	6,000,000
13	Growth & Capacity Contingency	1,872,000	1,905,000	399,000	1,725,000	800,000	527,000	7,228,000
TOTAL WATER PROJECTS FUNDED BY UR BONDS		\$ 12,307,000	\$ 29,905,000	\$ 11,199,000	\$ 19,375,000	\$ 14,300,000	\$ 7,027,000	\$ 94,113,000

PURPOSE	WASTEWATER PROJECTS	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	TOTAL
LEON RIVER BASIN WASTEWATER PROJECTS								
14	Growth & Capacity Leon River Trunk Sewer, Phase II	\$ 5,900,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,900,000
15	Growth & Capacity Upper Leon River Trunk Sewer, Phase III	1,643,000	12,835,000	-	-	-	-	\$ 14,478,000
PEPPER CREEK BASIN WASTEWATER PROJECTS								
16	Rehabilitation West Airport Trunk Sewer Improvements	3,000,000	-	-	-	-	-	3,000,000
LITTLE RIVER BASIN WASTEWATER PROJECTS								
17	Growth & Capacity Little River, Center Trunk Sewer	540,000	3,150,000	-	-	-	-	3,690,000
18	Growth & Capacity Little River, East Trunk Sewer	-	2,250,000	-	-	-	-	2,250,000
BOGGY CREEK BASIN WASTEWATER PROJECTS								
19	Growth & Capacity Boggy Creek Trunk Sewer, Lift Station and Force Main	1,620,000	-	19,300,000	-	-	-	20,920,000
20	Growth & Capacity South Temple Trunk Sewer	-	-	-	-	-	1,773,000	1,773,000
KNOB CREEK BASIN WASTEWATER PROJECTS								
21	Rehabilitation Knob Creek Interceptor Improvements (multi-phase)	8,140,000	9,460,000	8,580,000	-	-	-	26,180,000
WILLIAMSON CREEK WASTEWATER PROJECTS								
22	Growth & Capacity Williamson Creek Trunk Sewer, South	-	-	-	-	3,700,000	-	3,700,000
LITTLE ELM BASIN WASTEWATER PROJECTS								
23	Growth & Capacity Little Elm Trunk Sewer, Lift Station and Force Main	-	-	-	2,805,000	-	18,700,000	21,505,000
SANITARY SEWER EVALUATION SURVEYS AND PROJECTS								
24	Rehabilitation SSES - Bird Creek Basin Improvements	16,700,000	-	12,050,000	-	-	-	28,750,000
25	Rehabilitation SSES - Knob Creek Basin Improvements	12,650,000	12,400,000	-	-	-	-	25,050,000
26	Rehabilitation SSES - Friars Creek Basin Improvements	-	-	10,871,000	10,220,000	-	-	21,091,000
27	Rehabilitation SSES - Future Basin Improvements	-	-	3,000,000	7,600,000	22,000,000	12,500,000	45,100,000
TOTAL WASTEWATER PROJECTS FUNDED BY UR BONDS		\$ 50,193,000	\$ 40,095,000	\$ 53,801,000	\$ 20,625,000	\$ 25,700,000	\$ 32,973,000	\$ 223,387,000
TOTAL FROM WATER PROJECTS FUNDED BY UR BONDS								
		\$ 12,307,000	\$ 29,905,000	\$ 11,199,000	\$ 19,375,000	\$ 14,300,000	\$ 7,027,000	\$ 94,113,000
TOTAL UTILITY PROJECTS FUNDED BY UR BONDS								
		\$ 62,500,000	\$ 70,000,000	\$ 65,000,000	\$ 40,000,000	\$ 40,000,000	\$ 40,000,000	\$ 317,500,000

- Personnel and operational costs associated with the following additional staffing:
 - Reclassifications and re-titling of existing positions (Fiscal Year 2026) to provide management and staffing resources necessary to maintain the utility system and to provide enhanced services to utility customers.
 - Executive Assistant (Fiscal Year 2026) to provide support services to the Director of Utility Services.
 - Seven (7) Customer Service Representatives (Fiscal Year 2031) to expand the Service Delivery Support team for enhanced services to utility customers.
 - Environment Services – positions added to create an Environmental Services Program to include a Water/Wastewater division and a Stormwater division.
 - Environmental Services Manager (Fiscal Year 2026)
 - Environmental Programs Technician positions (Fiscal Year 2028)
 - Program Assistant (Fiscal Year 2029)
 - Wastewater – additional crews added to provide the staffing resources necessary to maintain the wastewater collection system and to provide a systematic approach to eliminating sanitary sewer overflows.
 - Utility Foreman – Proactive Crews (Fiscal Year 2028)
 - Collection Maintenance Crew No. 4 – I&I (Fiscal Year 2026)
 - Collection Maintenance Crew No. 6 (Fiscal Year 2028)
 - Collection Maintenance Crew No. 7 (Fiscal Year 2029)

- Water Distribution – additional crews added to provide the staffing resources necessary to maintain the water distribution system and to provide enhanced response times.
 - Utility Foreman – Proactive Crews (Fiscal Year 2028)
 - Distribution Maintenance Crew No. 8 (Fiscal Year 2027)
 - Distribution Maintenance Crew No. 9 (Fiscal Year 2028)
 - Leak Detection Crew (Fiscal Year 2029)
- Treatment Services, Water – additional positions added to provide support for the plant expansions and provide additional maintenance capacity.
 - Two (2) Water Operators – Water Team [Remote Infrastructure Program] (Fiscal Year 2027)
 - Two (2) Water Operators – Water Team [Remote Infrastructure Program] (Fiscal Year 2030)
 - Six (6) Water Operators [Operations Program] (Fiscal Year 2031)
This will be triggered by treatment plant for reclaimed water/ASR injection.
 - Two (2) Water Operators – Grounds Water Team [Maintenance Program] (Fiscal Year 2031)
 - Supervisory Control and Data Acquisition (SCADA) Coordinator [Treatment Plants] (Fiscal Year 2027)
 - SCADA Technician [Treatment Plants] (Fiscal Year 2027)
 - Two (2) Operators – Wastewater Team [Remote Infrastructure Program] (Fiscal Year 2031)
- Operational cost increases to supplies, such as citric acid and other chemicals, as well as those associated with the expansion of the Membrane Water Treatment Plant, such as electricity and additional facility maintenance.

Whereas, the following water and wastewater rates were designed to support the revenue requirement:

Water Rates		
Minimum Bill - Includes first 2,000 gallons		
	Current	New
3/4" - 5/8"	\$ 12.75	\$ 13.40
1"	20.45	21.50
1-1/2"	25.55	26.85
2"	81.75	85.85
3"	163.50	171.70
4"	255.45	268.25
6"	817.35	858.25
8"	1,430.30	1,501.85
10"	2,247.60	2,360.00
Volumetric - Per 1,000 gallons		
	Current	New
Volumetric Rate	\$ 4.50	\$ 4.85

Wastewater Rates		
Minimum Bill - Includes first 2,000 gallons		
	Current	New
Base Rate	22.10	25.90
Volumetric - Per 1,000 gallons		
	Current	New
Volumetric Rate	\$ 9.00	\$ 9.75

Whereas, City wholesale customers located outside of the City shall be billed for water consumption at their contracted rate - all other customers residing outside the City limits shall be billed 1.25 times the in-City water and wastewater service rates;

Whereas, no changes are proposed to current water and wastewater connection and service connection rates, which are as follows:

Connection Size	Current Rates		Plus Costs
	Full Short	Full Long	
Water			
3/4"	\$ 390.00	\$ 1,150.00	
1"	410.00	1,170.00	
1-1/2"	450.00	1,210.00	(a)
2"	490.00	1,240.00	(a)
3"	960.00	3,240.00	(b)
>3"	320.00*	1080.00*	(b)
Wastewater			
4"	420.00	1,180.00	(c)
6"	500.00	1,260.00	(c)

*Per inch.

- (a) Plus the cost of meter;
- (b) Plus the cost of meter and materials required to complete the tap; or
- (c) Plus the cost of materials required to complete the tap.

Whereas, no changes are proposed to the deposits for City utility accounts, which are currently as follows:

Residential Service		Non-Residential Service	
All Meters	\$ 75.00	5/8" Meter	\$ 115.00
		1" Meter	170.00
		1 1/2" Meter	200.00
		2" Meter	450.00
		3" Meter	550.00
		4" Meter	650.00
		6" Meter	850.00
		8" Meter	1,200.00
		10" Meter	2,500.00
		Fire Hydrant Meter	600.00

Whereas, no changes to service charges related to various services furnished by the City's Utility Business Office:

Services		
1	Rereading water meter	\$ 25.00
2	Processing returned item	30.00
3	Ten (10) day cleanup service (flat fee, which includes up to 2,000 gallons of water)	40.00
4	New account fee or transfer fee <i>During business hours</i> <i>After business hours</i>	25.00 65.00
5	Extra trip fee	25.00
6	Non-payment fee	30.00
7	After hours reconnect	40.00
8	Unauthorized use of water	150.00
9	Broken meter fee	100.00
10	Broken lock charge	50.00
11	Pulled meter fee	100.00
12	Remove service line	500.00
13	Testing water meters for accuracy <i>5/8" meter</i> <i>1" meter</i> <i>1½" meter</i> <i>2" meter</i> <i>3" meter & larger</i>	30.00 40.00 45.00 50.00 actual cost

Whereas, Staff recommends Council set the current utility system fees to be effective October 1, 2025;

Whereas, the proposed water and wastewater rate structure meets the estimated revenue requirement for Fiscal Year 2026 of \$76,224,385; and

Whereas, the City Council has considered the matter and deems it in the public interest to authorize this action.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, THAT:

Part 1: Findings. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Part 2: The following utility system fees and rates are hereby set by the City of Temple, Texas and replace any previously adopted resolution regulating the same:

WATER AND WASTEWATER (SEWER) TAP FEES

- (a) **Rates.** The following charges shall be made and collected by the City of Temple, Texas for each water and wastewater tap connection furnished and made by it:

Connection Size	Current Rates		Plus Costs
	Full Short	Full Long	
Water			
3/4"	\$ 390.00	\$ 1,150.00	
1"	410.00	1,170.00	
1-1/2"	450.00	1,210.00	(a)
2"	490.00	1,240.00	(a)
3"	960.00	3,240.00	(b)
>3"	320.00*	1080.00*	(b)
Wastewater			
4"	420.00	1,180.00	(c)
6"	500.00	1,260.00	(c)

*Per inch.

- (a) Plus the cost of meter;
- (b) Plus the cost of meter and materials required to complete the tap; or
- (c) Plus the cost of materials required to complete the tap.

- (b) **Changeover Fee.** A fifty-dollar (\$50.00) changeover fee, but no tap fee, will be charged for replacing a smaller meter (3/4-inch x 5/8-inch) with a full 3/4-inch meter.
- (c) **Fire Taps.** All connections for fire protection systems sprinklers shall be charged at the rate of two hundred dollars (\$200.00) per inch of tap for short connections and three hundred dollars (\$300.00) per inch of tap for long connections.
- (d) **Stand-By Charge.** A “stand-by” charge shall be assessed on each fire protection connection. This charge shall be two dollars (\$2.00) per inch per month.
- (e) **Taps Made by Utility Contractors.** The charge for connecting a private water or service line to a short or long tap made by a utility contractor within a platted subdivision shall be one-half (1/2) the amount charged when the City makes a short tap of the same type and diameter.

(f) **Subsurface Taps.**

- (1) *Boring Accomplished by City Crews.* When a tap requires the City, acting through its own crews or its employees, to bore or go under an existing improved public street, right-of-way, railroad right-of-way, public utility easements, other improved public property, or private property in order to make a connection, charges for long connections requiring such boring will be the standard tap fee plus fifteen dollars (\$15.00) per each foot of bore in dirt and twenty dollars (\$20.00) per each foot of bore in rock.
- (2) *Boring Accomplished by Contractors.* When the City hires a private party or private party contractor other than the City to bore or go under existing streets, rights-of-way, railroad rights-of-way, public utility easements, other improved public property, or private property in order to make a connection, the charge for a private party bore will be the standard tap fee plus the actual cost to the City of the bore.

RATES FOR WATER SERVICE

- (a) **Rates.** The rates for utility services furnished by the City's waterworks system shall be as follows:

Water Rates		
Minimum Bill - Includes first 2,000 gallons		
	Current	New
3/4" - 5/8"	\$ 12.75	\$ 13.40
1"	20.45	21.50
1-1/2"	25.55	26.85
2"	81.75	85.85
3"	163.50	171.70
4"	255.45	268.25
6"	817.35	858.25
8"	1,430.30	1,501.85
10"	2,247.60	2,360.00
Volumetric - Per 1,000 gallons		
	Current	New
Volumetric Rate	\$ 4.50	\$ 4.85

- (b) **Customers Outside the City.** City wholesale customers located outside of the City shall be billed for consumption at their contracted rate. All other customers residing outside the City limits shall be billed 1.25 times the in-City water service rates.

RATES FOR WASTEWATER (SEWER) SERVICE

(a) **Definitions.**

- (1) "Winter Billing Period" means the period of service for which customers are billed in January, February, and March.

(2) “Winter Quarter Average” means the average of a customer's actual monthly water consumption reported on the bills sent to the customer in January, February, and March.

(b) **Rates.** The rates for utility services furnished by the City’s wastewater system shall be as follows:

Wastewater Rates		
Minimum Bill - Includes first 2,000 gallons		
	Current	New
Base Rate	22.10	25.90
Volumetric - Per 1,000 gallons		
	Current	New
Volumetric Rate	\$ 9.00	\$ 9.75

(c) **Customers Residing Outside the City.** Customers residing outside of the City limits shall be billed at 1.25 times the in-City wastewater service rates.

(d) **Wastewater Charges based on Actual Water Consumption.**

- (1) When a customer with residential utility service has a separate water meter for an irrigation system, charges for wastewater service will be based on the customer’s actual monthly water consumption during the billing period, excluding separately metered water consumed solely for irrigation.
- (2) Every customer with non-residential utility service shall be billed for wastewater service based on actual monthly water consumption during the billing period, excluding any separately metered water consumed solely for irrigation.

(e) **Wastewater Charges based on Billing Winter Quarter Average.**

- (1) When a customer with residential wastewater service does not have a separate water meter for an irrigation system, charges for wastewater service shall be based on the customer's winter quarter average. At the conclusion of the Winter Billing Period, the City will calculate the customer's new winter quarter average and use the new winter quarter average to calculate wastewater charges billed from May of the current year through April of the following year.

- (2) Customers who transfer water service to a different location will transfer their winter quarter average with their service.
- (3) The Utility Business Office shall assume a winter quarter average of 6,000 gallons for any winter quarter average for which a billing history of water service from the City is not available.
- (4) It is the intent of this Resolution that charges for wastewater service bear a reasonable relation to the actual amount of wastewater discharged by the customer. In exceptional circumstances, when the procedures established in this Section for calculating monthly service charges do not produce a reasonable estimate of actual discharge, the City reserves the right to use an alternate method.
- (5) The Utility Business Office may adjust a customer's winter quarter average to deduct extraordinary consumption resulting from a leak or other unusual circumstances. Requests for adjustments must be supported by documentation such as an invoice for plumbing repair or an affidavit explaining the reason for the unusual consumption.

RATES FOR START-UP OPERATIONS

Start-Up Operations. The City Manager is authorized to make temporary exceptions to the rate class thresholds established by this Resolution to account for start-up operations.

DEPOSITS

- (a) **Deposits.** The deposits for City utility accounts shall be as follows:

Residential Service		Non-Residential Service	
All Meters	\$ 75.00	5/8" Meter	\$ 115.00
		1" Meter	170.00
		1 1/2" Meter	200.00
		2" Meter	450.00
		3" Meter	550.00
		4" Meter	650.00
		6" Meter	850.00
		8" Meter	1,200.00
		10" Meter	2,500.00
		Fire Hydrant Meter	600.00

- (b) **Waiver.** The deposit for a six-inch or larger meter may be waived in connection with an economic development agreement within an enterprise zone.

SERVICE CHARGES

Rates. The rates *per occurrence* for various services furnished by the City's Utility Business Office shall be as follows:

Services		
1	Rereading water meter	\$ 25.00
2	Processing returned item	30.00
3	Ten (10) day cleanup service (flat fee, which includes up to 2,000 gallons of water)	40.00
4	New account fee or transfer fee	
	<i>During business hours</i>	25.00
	<i>After business hours</i>	65.00
5	Extra trip fee	25.00
6	Non-payment fee	30.00
7	After hours reconnect	40.00
8	Unauthorized use of water	150.00
9	Broken meter fee	100.00
10	Broken lock charge	50.00
11	Pulled meter fee	100.00
12	Remove service line	500.00
13	Testing water meters for accuracy	
	<i>5/8" meter</i>	30.00
	<i>1" meter</i>	40.00
	<i>1½" meter</i>	45.00
	<i>2" meter</i>	50.00
	<i>3" meter & larger</i>	actual cost

LIQUID WASTE TRANSPORT TRUCK DISCHARGE PERMIT FEES

Liquid Waste Transport Truck Discharge Fees. The fees associated with a Liquid Waste Transport Truck Discharge Permit shall be as follows:

- (a) \$100 permit fee per liquid waste transport truck; and
- (b) \$15 fee per pad of numerical manifest documents.

INDUSTRIAL PRETREATMENT PROGRAM USER FEES

Industrial Pretreatment Program User Fees. The fees associated with Article X, High-Strength Waste Treatment Cost Recovery (Article X) of Chapter 38, Water, Sewers, and Sewage Disposal, of the City's Code of Ordinances (Chapter 38) shall be as follows:

(a) Monthly Permit Fees.

(1) Monthly Permit Fee Amounts:

- i. \$75 Categorical Industrial User monthly permit fee; and
- ii. \$50 Significant Industrial User monthly permit fee.

(2) The terms “Categorical Industrial User” and “Significant Industrial User” are as defined under Sec. 38-93 of Chapter 38.

(3) Monthly permit fees will be charged on the user’s monthly utility billing statements.

(4) The effective date for monthly permit fees will be October 1, 2021.

(b) Quarterly Surcharge Fees.

(1) Quarterly surcharge fees shall be calculated as provided under Sec. 38-166 of Article X.

(2) Quarterly surcharge fees will be divided into monthly charges and charged on the user’s monthly utility billing statements as provided by City policy.

(3) The term “user” is as defined under Sec. 38-93 of Chapter 38.

(4) The effective date for quarterly surcharges will be October 1, 2022.

(c) Pass-Through Lab Analysis Cost Recover.

(1) The City is authorized to recover the City’s costs associated with lab analysis conducted by the City under Sec. 38-164 of Article X by passing through these costs to the user.

(2) The recovery costs will be passed on and charged to the user as provided by City policy.

(3) The effective date for lab analysis cost recovery will be October 1, 2021.

PENALTIES

Penalties. The penalty for delinquent payment of utility services invoices is a minimum fee of \$5.00 or 5% of the current bill, whichever is greater.

Part 3: It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED this the **28th** day of **August, 2025**.

THE CITY OF TEMPLE, TEXAS

Signed by:

Timothy A. Davis

C4F8F42BA9FA443...

TIMOTHY A. DAVIS, Mayor

Signed by:



ATTEST:

DocuSigned by:

Jana Lewellen

BEC0FCD886A84BA...

Jana Lewellen
City Secretary

APPROVED AS TO FORM:

DocuSigned by:

Kathryn Davis

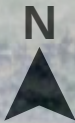
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Kathryn H. Davis
City Attorney

EXHIBIT “C”

Water and Wastewater Extension Summary Figure

(See Attached)



LEGEND

- Proposed 12" Waterline
- Proposed 4" Sanitary Force Main
- Existing Force Main
- Existing 12" Waterline
- Point of Connection

SCALE

Design for future City of Temple extensions.

Project Point of Waterline Connection

1855 Bob White Rd,
Temple, TX 76501

Existing City of Temple Sanitary Lift Station

Existing City of Temple Sanitary Force Main

Proposed Privately Owned 4" Force Main in Public ROW

Project Point of Sanitary Connection

Lorraine Ave

Existing City of Temple 12-Inch Waterline

Bob White Rd

Proposed City of Temple 12-Inch Waterline



PROJECT
PUBLIC WATER MAIN
AND PRIVATE SANITARY
SEWER IMPROVEMENTS

DRAWING TITLE
OVERALL PUBLIC
UTILITY SITE PLAN

PROJECT TITLE
AUS01
DATE
02/25/2026
REVISION