

## UNIMPROVED PROPERTY CONTRACT

1. **PARTIES:** The parties to this Contract are DELAWARE SPRINGS RANCH INVESTMENTS, LLC (hereinafter called “Seller”), a limited liability company formed under the laws of Texas, and the City of Burnet a Texas home rule municipality (hereinafter called “Buyer”). Seller agrees to sell and convey to Buyer, and Buyer agrees to buy from Seller, the Property defined below.

2. **PROPERTY** (including improvements if any).

Being a 12.524 acre tract of land (Tract No. 17), out of the Eugenio Perez Survey No. 41, Abstract No. 672 and Susano Hernandez Survey No. 40, Abstract No. 398, both of which are situated in Burnet County, Texas, and being a portion of the remaining portion of a called 666.23 acre tract of land, described in a deed to Billy Joe Fox & Lavonna Fox, as recorded in Volume 798, page 880 of the Official Public Records of Burnet County, Texas (O.P.R.B.C.T.), said 12.524 acres (Tract No. 17) being more particularly described on the legal description attached hereto and made part hereof as **Exhibit “A”**.

Together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships

- 2.1 **Release of Easement.** In addition to the Property described in Section 2, above, Grantor shall fully release to Grantee that certain Easement described as being a 0.354 acre (60 ft. Wide) tract of land (Tract 10), out of the Susano Hernandez Survey No. 40, Abstract No. 398, situated in Burnet County, Texas, and being a portion of the remaining portion of a called 666.23 acre tract of land, described in a deed to Billy Joe Fox & Lavonna Fox, as recorded in volume 798, page 880 of the Official Public Records of Burnet County, Texas, said 0.354 acres (60 ft. Wide - Tract 10) being more particularly described on the legal description attached hereto and made part hereof as **Exhibit “B”**.

3. **SALES PRICE:** Seven Hundred Fifty-Five Thousand Dollars and 00/100 Cents (\$755,000.00) (hereinafter the “Purchase Price”).

4. **EARNEST MONEY:** Upon execution of this Contract by all parties, Buyer shall deposit Five Thousand Dollars and 00/100 Cents (\$5,000.00) as Earnest Money with Attorney’s Abstract Title Company, Attn: Lisa Campbell, 117 E. Jackson Street, Burnet TX 78611. If Buyer fails to deposit the Earnest Money within five days of Sellers delivery of this Contract, Seller’s offer to sell the Property shall be withdrawn, this Contract shall not be effective, and the Escrow Agent shall not accept the late deposit of the Earnest Money.

5. **TITLE POLICY; SURVEY AND SELLERS DELIVERABLES:**

A. **TITLE POLICY:** At closing Seller shall, at its sole cost, provide an Owner’s Policy of Title Insurance by Title Company, as agent for Underwriter, or directly by Underwriter.

Initials: Seller: JS Buyer: \_\_\_\_\_

- B. COMMITMENT: Seller shall, within 20 days of the Effective Date, provide to Buyer a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for Underwriter, or directly by Underwriter, stating the condition of title to the Land. The “effective date” stated in the Title Commitment must be after the Effective Date of this Contract.
- C. SURVEY: Seller shall, within 20 days of the Effective Date at its sole costs, obtain an on-the-ground, staked plat of survey and metes-and-bounds description of the Property, prepared by a surveyor satisfactory to Title Company, dated after the Effective Date, and certified to: Seller, Buyer, and Title Company, to comply with the current standards and specifications as published by the Texas Society of Professional Surveyors for the Survey Category required by Title Company.
- D. OBJECTIONS: Buyer shall have 10 days after the later of Buyer’s receipt of the Title Commitment or a copy of the Survey (“Title Objection Deadline”) to review the Survey, Title Commitment, and legible copies of the title instruments referenced in them and notify Seller of Buyer’s objections to any of them (“Title Objections”). Buyer will be deemed to have approved all matters reflected by the Survey, and Title Commitment, to which Buyer has made no Title Objection by the Title Objection Deadline. The matters that Buyer either approves, or is deemed to have approved, are “Permitted Exceptions.” If Buyer notifies Seller of any Title Objections, Seller has five days from receipt of Buyer’s notice to notify Buyer whether Seller agrees to cure the Title Objections before closing (“Cure Notice”). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before closing, Buyer may, within ten days after the deadline for the giving of Seller’s Cure Notice, notify Seller that either this Contract is terminated or Buyer will proceed to close, subject to Seller’s obligations to remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date, and cure only the Title Objections that Seller has agreed to cure in the Cure Notice. At or before closing, Seller must remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date of this Contract, and cure the Title Objections that Seller has agreed to cure.
- E. TITLE NOTICES:
- i. ABSTRACT OR TITLE POLICY: Buyer is advised to have the Title Policy Commitment reviewed by an attorney of Buyer’s choice due to the time limitations on Buyer’s right to object.
  - ii. MEMBERSHIP IN PROPERTY OWNERS’ ASSOCIATION(S): The Property is not subject to a mandatory property owners association.
  - iii. STATUTORY TAX DISTRICTS: The Property is not situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, as those terms are referenced in Texas Water Code Chapter 49.
  - iv. TIDE WATERS: The Property does not abut tidally influenced waters of the state, as such term is referenced in Texas Natural Resources Code §33.135.
  - v. ANNEXATION: The Property is located within the corporate limits of Burnet, Burnet County, Texas.

- vi. PROPERTY LOCATED IN A CERTIFIED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The Property's water and sewer service is provided by the City of Burnet and Buyer agrees to inquire with the City regarding any conditions of service.
  - vii. PUBLIC IMPROVEMENT DISTRICT: The Property is not in a Public Improvement District, as term is referenced in the Texas Property Code §5.014.
  - viii. TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The property is not located in a Texas Agricultural District.
  - ix. TRANSFER FEES: The Property is not subject to a private transfer fee obligation as such term is referenced in Texas Property Code §5.205.
  - x. PROPANE GAS SYSTEM SERVICE AREA: The Property is not located in a propane gas system service area owned by a distribution system retailer, as such term is referenced in Texas Utilities Code §141.010.
- F. SELLER'S DELIVERABLES. Seller shall, within 20 days of the Effective Date at its sole costs, provide to Buyer all existing environmental and engineering reports in Seller's possession, if any (collectively "Seller's Deliveries"). Buyer acknowledges and agrees that neither Seller nor any of Seller's attorneys, consultants, or contractors have made any representation or warranty regarding the truth or accuracy of any of the Seller's Deliveries. Seller has not undertaken any independent investigation as to the truth, completeness, or accuracy thereof, except as expressly provided for in this Contract. The furnishing of the Seller's Deliveries and any other materials, documents, reports, or agreements shall not be interpreted in and of itself as a representation or warranty of any type or kind by Seller or any other party related in any way to any of the foregoing. The Seller's Deliveries may not be relied upon by Buyer or any other party for any purpose. Buyer is advised and encouraged to conduct its own independent investigation of the matters within the scope of the Seller's Deliveries. Except for Buyer's consultants engaged to evaluate the feasibility of the Property for Buyer's intended purpose, Buyer shall not disclose Seller's deliverables to any third party. Moreover, should this Contract terminate without closing, Buyer shall return Seller's Deliverables to Seller within 10 days of such termination.
- G. DELIVERY DELAY. Notwithstanding any provision to the contrary, for each day delivery of the Title Commitment, or Seller's Deliverables is delayed beyond the 20<sup>th</sup> day after the Effective Date, a day shall be added to the Feasibility Period. This remedy shall run concurrently so that for example, if there is a one-day delay in delivery of both the Title Commitment and the Seller's Deliverables only one day shall be added to the Feasibility Period. Seller shall not be responsible for delay of delivery of Survey.
6. **FEASIBILITY:**
- A. FEASIBILITY PERIOD: Buyer's Feasibility Period shall begin on the Effective Date and shall end 30 days after the Effective Date.
  - B. EXTENSION TO FEASIBILITY PERIOD. Intentionally blank.

- C. **BUYER'S RIGHT TO TERMINATE DURING FEASIBILITY PERIOD:** During the Feasibility Period Buyer may, at its sole discretion, terminate this Contract, for any reason; and, should Buyer timely exercise its right to terminate, as evidenced by written notification to Seller; then neither Party shall have any further obligation to the other under this Contract. If Buyer terminates this Contract before the end of the Feasibility Period, then unless Seller delivers notice of Seller's objection to Title Company's release of the Earnest Money to Buyer within five days after Buyer delivers Buyer's termination notice to Seller and Title Company, Title Company is authorized, without any further authorization from Seller, to deliver the Earnest Money to Buyer, less \$100, which will be paid to Seller as consideration for the right granted by Seller to Buyer to terminate this Contract.

7. **PROPERTY CONDITION:**

- A. **ACCESS, INSPECTIONS AND UTILITIES:** Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. **NOTICE:** Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.
- i. **Buyer's Indemnity and Release of Seller**
- a. **Indemnity.** To the fullest extent authorized by law, Buyer will indemnify, defend, and hold Seller harmless from any loss, attorney's fees, expenses, or claims arising out of Buyer's investigation of the Property, except those arising out of the acts or omissions of Seller and those for repair or remediation of existing conditions discovered by Buyer's inspection. The obligations of Buyer under this provision will survive termination of this Contract and closing.
- b. **Release.** Buyer releases Seller and those persons acting on Seller's behalf from all claims and causes of action (including claims for attorney's fees and court and other costs) resulting from Buyer's investigation of the Property.
- B. **ACCEPTANCE OF PROPERTY CONDITION:** "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this Contract. Buyer accepts the Property "As Is".
- C. **COMPLETION OF REPAIRS:** As the Property is unimproved this Paragraph is not applicable.
- D. **ENVIRONMENTAL MATTERS:** Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by the Texas Bar, or approved by the parties, should be used.
- E. **SELLER'S DISCLOSURES:** Except as otherwise disclosed in this Contract, Seller has no knowledge of the following:

- i. any flooding of the Property which has had a material adverse effect on the use of the Property;
  - ii. any pending or threatened litigation, condemnation, or special assessment affecting the Property;
  - iii. any environmental hazards that materially and adversely affect the Property;
  - iv. any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
  - v. any wetlands, as defined by federal or state law or regulation, affecting the Property; or
  - vi. any threatened or endangered species or their habitat affecting the Property.
- 8. **BROKERS' FEES:** Neither Seller nor Buyer have engaged a Broker in regard to this transaction. Buyer and Seller each indemnify and agree to defend and hold the other party harmless from any loss, attorney's fees, and court and other costs arising out of a claim by any person or entity claiming by, through, or under the indemnitor for a broker's or finder's fee or commission because of this transaction or this Contract, whether the claimant is disclosed to the indemnitee or not.
- 9. **CLOSING:**
  - A. **DATE:** The closing of the sale shall occur at a mutually agreed time and date within 10 days after the end of Buyer's Feasibility Period.
  - B. **OBLIGATIONS:** At closing:
    - i. Seller shall execute and deliver a warranty deed, in substantial conformance with **Exhibit "C"**, conveying title to the Property to Buyer and showing only the Permitted Exceptions, and shall furnish tax statements or certificates showing no delinquent taxes on the Property.
    - ii. Buyer shall deliver for escrow the balance of the Sales Price.
    - iii. Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale.
    - vi. The Property will be conveyed to Buyer free and clear of any liens, assessments, or security interests against the Property, but subject to the Permitted Exceptions listed in the Title Commitment.
    - vii. Seller will, at Seller's sole cost, cause the Title Company to issue an owner's title policy in favor of Buyer in the amount of the Purchase Price, insuring Buyer's good and indefeasible title to the Property, subject only to the Permitted Exceptions.
  - C. **COOPERATION:** Each party agrees to cooperate with the other and take those actions and execute such ancillary documents as may reasonably be necessary to facilitate the closing.
- 10. **POSSESSION:**
  - A. **BUYER'S POSSESSION:** Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing.
  - B. **LEASES:**

Initials: Seller: JS Buyer: \_\_\_\_\_

- i. After the Effective Date, Seller may not execute any lease (including but not limited to mineral leases) or convey any interest in the Property without Buyer's written consent.
- ii. As of the effective date the Property is not subject to any lease agreements.

11. **SPECIAL PROVISIONS:**  
NONE

12. **SETTLEMENT AND OTHER EXPENSES:**

- A. The following expenses must be paid at or prior to closing:
  - i. Expenses payable by Seller (Seller's Expenses): Release of existing liens, including prepayment penalties, and recording fees; release of Seller's loan liability; tax statements or certificates; one-half (1/2) of the costs of the escrow officer's fees; premium for Title Policy; Survey fees; Seller's prorated portion of Ad valorem taxes; Seller's attorney fees and consultant fees; and other expenses payable by Seller under this Contract.
  - ii. Expenses payable by Buyer (Buyer's Expenses): Premium for shortage of area endorsement or other endorsements that are not included in the Owner's Policy; preparation of deed; one-half (1/2) of the costs of the escrow officer's fees; Buyer's prorated portion of Ad valorem taxes and special governmental assessments; courier fee; Buyer's attorney fees and consultant fees; and other expenses payable by Buyer under this Contract. It is noted, that Buyer as a Texas home-rule municipality is exempted from Ad valorem taxes and special governmental assessments.

13. **PRORATIONS AND ROLLBACK TAXES:**

- A. **PRORATIONS:** Taxes for the current year, interest, maintenance fees, assessments, dues, and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the proration when tax statements for the current year are available. It is noted that Buyer as a Texas home-rule municipality is exempted from Ad valorem taxes and special governmental assessments.
- B. **ROLLBACK TAXES:** Not applicable.

14. **CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this Contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this Contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this Contract.

15. **DEFAULT:** If Buyer fails to comply with this Contract, Buyer will be in default, and Seller may, as its sole remedy, terminate this Contract and receive the earnest money as liquidated damages, thereby releasing both parties from this Contract. If Seller fails to comply with this Contract for any other reason, Seller will be in default and Buyer may elect as its sole remedy to either (a) enforce specific performance; or (b) terminate this Contract and receive the earnest money, thereby releasing both parties from this Contract.
16. **MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this Contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.
17. **ATTORNEY'S FEES:** A Buyer, Seller, or escrow agent who prevails in any legal proceeding related to this Contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.
18. **REPRESENTATIONS:** All covenants, representations, and warranties in this Contract survive closing. If any representation of Seller in this Contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate, and accept back up offers.
20. **FEDERAL TAX REQUIREMENTS:** Seller represents and warrants that it is not a foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined in the Internal Revenue Code and the regulations issued thereunder, and Seller agrees to execute, acknowledge and deliver to Buyer at Closing a certification of non-foreign status and any form as may be required by the Internal Revenue Code of the regulations issued thereunder. Affidavits shall be provided as to Federal I.D. numbers and to all taxes and forms being paid and filed.
21. **NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile as follows:

**To Seller at:**

DELAWARE SPRINGS RANCH INVESTMENTS, LLC  
P.O. Box 3383  
Midland, TX 78611  
Telephone: (325) 998-4548  
E-mail: [jordan@shipleyranches.com](mailto:jordan@shipleyranches.com)

**To Buyer at:**

CITY OF BURNET  
% City Manager  
P.O. Box 1369  
Burnet, Texas 78611  
Telephone: (512) 715-3208  
Facsimile: (512) 756-8560  
E-mail: [dvaughn@cityofburnet.com](mailto:dvaughn@cityofburnet.com)

22. **AGREEMENT OF PARTIES:** This Contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Exhibits which are a part of this Contract are:
- EXHIBIT "A": The legal description of Tract A (16.610 acres of land).  
EXHIBIT "B": The legal description of Tract B (0.354 acre easement).  
EXHIBIT "C": Form of Warranty deed.
23. **CONSULT AN ATTORNEY BEFORE SIGNING.** Buyer is advised to consult with an attorney of Buyer's choice should Buyer questions about this Contract or any matter related to this Contract.

**Signature pages to follow:**



EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_, 2025. (EFFECTIVE DATE.)

**SELLER**


DELAWARE SPRINGS RANCH INVESTMENTS,  
LLC, a Texas Limited Liability Company

By:  \_\_\_\_\_  
Jordan Shipley, Manager

**BUYER**

CITY OF BURNET, a Texas home rule  
municipality

By: \_\_\_\_\_  
Gary Wideman, Mayor

Initials: Seller:  Buyer: \_\_\_\_\_

**CONTRACT AND EARNEST MONEY RECEIPT**

Receipt of Contract and \$5,000.00 Earnest Money in the form of  
\_\_\_\_\_ is acknowledged.

Escrow Agent: Lisa Campbell, Attorney's Abstract Title Company

Date: \_\_\_\_\_, 2024

By: \_\_\_\_\_

Attorney's Abstract Title Company  
117 E. Jackson Street,  
Burnet, TX 78611

Initials: Seller: JS Buyer: \_\_\_\_\_

**EXHIBIT “A”**

**LEGAL DESCRIPTION OF TRACT A (12.524 ACRES OF LAND)**



## METES AND BOUNDS DESCRIPTION OF TRACT 17 (12.524 ACRES)

FIELD NOTES TO DESCRIBE A 12.524 ACRE TRACT OF LAND (TRACT NO. 17), OUT OF THE EUGENIO PEREZ SURVEY NO. 41, ABSTRACT NO. 672 AND SUSANO HERANDEZ SURVEY NO. 40, ABSTRACT NO. 398, BOTH OF WHICH ARE SITUATED IN BURNET COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINING PORTION OF A CALLED 666.23 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO BILLY JOE FOX & LA VONNA FOX, AS RECORDED IN VOLUME 798, PAGE 880 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS (O.P.R.B.C.T.), SAID 12.524 ACRES (TRACT NO. 17) BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a ½-inch iron rod set with "CUPLIN 5938" property cap, for the northwest corner hereof, from which a 60d nail found, for the northwest corner of Lot No. 21, of Delaware Springs Section 15, Phase Two, a Burnet County subdivision, according to the plat recorded in Cabinet 2, Slide 176-B of the Plat Records of Burnet County, Texas (P.R.B.C.T.) and the northeast corner of Fox Crossing, a 60-foot public right-of-way, according to the plat of said Section 15, Phase Two, bears South 56°31'01" West, a distance of 332.78 feet;

**THENCE** over and across said 666.23 acres, the following courses and distances:

- 1) North 42°32'16" East, a distance of 420.77 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 2) North 48°23'44" East, a distance of 274.87 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 3) North 16°42'29" East, a distance of 231.80 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, at the beginning of a curve to the right;
- 4) Along said curve to the right (C1), having an arc length of 178.16 feet, a radius of 75.00 feet, and a chord bearing North 84°40'15" East, a distance of 139.13 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 5) South 27°20'19" East, a distance of 191.15 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 6) South 30°37'53" East (L1), a distance of 183.64 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 7) South 22°24'17" East (L2), a distance of 185.14 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 8) South 44°32'33" East (L3), a distance of 42.34 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 9) South 12°25'27" West (L4), a distance of 68.09 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 10) South 62°21'03" West (L5), a distance of 74.11 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 11) South 50°12'24" West (L6), a distance of 61.66 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;

- 12) South 57°22'37" West (L7), a distance of 74.34 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 13) South 48°05'19" West (L8), a distance of 143.80 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 14) South 72°05'22" West (L9), a distance of 83.89 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 15) South 36°24'34" West (L10), a distance of 81.51 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 16) South 59°46'26" West (L11), a distance of 117.14 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 17) South 88°22'53" West, a distance of 184.43 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 18) South 52°11'51" West (L12), a distance of 37.73 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 19) Along said curve to the right (C2), having an arc length of 520.31 feet, a radius of 175.00 feet, and a chord bearing North 42°33'58" West, a distance of 348.76 feet, to the **POINT OF BEGINNING**, containing 12.524 acres of land, more or less.

That I, Kyle P. Cuplin, a Registered Professional Land Surveyor, do hereby certify that the above description and accompanying plat is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision, with all bearings being referenced to Texas Coordinate System, Central Zone.

Kyle P. Cuplin 8/19/09  
Registered Professional Land Surveyor No. 5938  
Proj. No. 08222

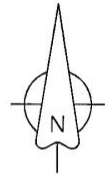


# BOUNDARY SURVEY

LEGAL DESCRIPTION: BEING A 12.524 ACRE TRACT OF LAND (TRACT NO. 17), OUT OF THE EUGENIO PEREZ SURVEY NO. 41, ABSTRACT NO. 672 AND SUSANO HERANDEZ SURVEY NO. 40, ABSTRACT NO. 398, BOTH OF WHICH ARE SITUATED IN BURNET COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINING PORTION OF A CALLED 666.23 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO BILLY JOE FOX & LA VONNA FOX, AS RECORDED IN VOLUME 798, PAGE 880 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, SAID 12.524 ACRES (TRACT NO. 17) BEING MORE PARTICULARLY DESCRIBED BY SEPARATE METES AND BOUNDS DESCRIPTION OF EVEN DATE ATTACHED HERETO AND MADE A PART OF THIS SURVEY.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	75.00'	178.16'	139.13'	S84°40'15"W	136°06'26"
C2	175.00'	520.31'	348.76'	N42°33'58"W	170°21'12"

LINE	BEARING	DISTANCE
L1	S30°37'53"E	183.64'
L2	S22°24'17"E	185.14'
L3	S44°32'33"E	42.34'
L4	S12°25'27"W	68.09'
L5	S62°21'03"W	74.11'
L6	S50°12'24"W	61.66'
L7	S57°22'37"W	74.34'
L8	S48°05'19"W	143.80'
L9	S72°05'22"W	83.89'
L10	S36°24'34"W	81.51'
L11	S59°46'26"W	117.14'
L12	S52°11'51"W	37.73'



**BILLY JOE FOX &  
LA VONNA FOX  
REMAINDER OF  
666.23 ACRES (TRACT 1)  
798/880 O.P.R.B.C.T.**

TRACT 1

SUSANO HERANDEZ  
SURVEY NO. 40  
ABSTRACT NO. 398

**TRACT 17  
12.524 ACRES**

POINT OF BEGINNING

LEGEND	
▲	NAIL FOUND
○	1/2-INCH IRON ROD SET WITH "CUPLIN 5938" PROPERTY CAP

I HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED ON THE GROUND AND WAS SURVEYED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT MINIMUM STANDARDS FOR A BOUNDARY SURVEY AS ESTABLISHED BY THE TEXAS BOARD OF LAND SURVEYING.

Kyle P. Cuplin DATED 8/19/09  
KYLE P. CUPLIN, R.P.L.S. 5938



TEXAS COORDINATE  
SYSTEM  
CENTRAL ZONE

SHEET <b>3</b>	PROJ. NO. <b>08222</b>	BOUNDARY SURVEY TRACT NO. 17 12.524 ACRES	BILLY JOE FOX	CUPLIN & ASSOCIATES, INC. 3010 WEST RR 1431, SUITE B KINGSLAND, TEXAS 78639 PHONE: 325-388-3300 FAX: 325-388-3320	2	DRAWN BY: <b>REG</b>
	DATE: <b>07/31/09</b>					
OF <b>3</b>	SCALE 1" = 300'				1	APPROVED BY:
					DATE	NO.
					REVISIONS	
					COPYRIGHT: 2009	

**EXHIBIT “B”**

**LEGAL DESCRIPTION OF TRACT B (0.354 ACRE EASEMENT)**



City of Burnet  
1001 Buchanan Drive, Suite 4  
Burnet, TX 78611



### **METES AND BOUNDS DESCRIPTION OF TRACT 10 (60 FT. WIDE - 0.354 ACRES)**

**FIELD NOTES TO DESCRIBE A 0.354 ACRE (60 FT. WIDE) TRACT OF LAND (TRACT 10), OUT OF THE SUSANO HERANDEZ SURVEY NO. 40, ABSTRACT NO. 398, SITUATED IN BURNET COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINING PORTION OF A CALLED 666.23 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO BILLY JOE FOX & LA VONNA FOX, AS RECORDED IN VOLUME 798, PAGE 880 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, SAID 0.354 ACRES (60 FT. WIDE - TRACT 10) BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at a ½-inch iron rod set with "EASEMENT" cap, along an easterly line of Tract 13, and the westerly line of Tract 1, for the southwest corner hereof, from which a 60d nail found for the northwest corner of Delaware Springs Section 15, Phase Two, a Burnet County Subdivision, according to the plat recorded in Cabinet 2, Slide 176-B of the Plat Records of Burnet County, Texas and the northeast corner of Fox Crossing, a 60-foot public right-of-way, according to the plat of said Section 15, Phase Two, bears South 14°50'54" East, a distance of 39.21 feet;

**THENCE** North 14°50'54" West, over and across said 666.23 acres, along an easterly line of said Tract 13 and a westerly line of Tract 1, for the west line hereof, a distance of 60.02 feet, to a ½-inch iron rod set with "EASEMENT" cap, for the northwest corner hereof;

**THENCE** over and across said 666.23 acres and said Tract 1, for the north line hereof, the following courses and distances:

- 1) North 73°40'09" East, a distance of 68.31 feet, to a ½-inch iron rod set with "EASEMENT" cap, at the beginning of a curve to the right;
- 2) Along said Curve to the right (C1), having an arc length of 113.54 feet, a radius of 300.00 feet, and a chord bearing North 84°30'42" East, a distance of 112.87 feet, to a ½-inch iron rod set with "EASEMENT" cap, for an angle hereof;
- 3) South 84°38'45" East, a distance of 87.37 feet, to a ½-inch iron rod set with "EASEMENT" cap, at the beginning of a non-tangent curve to the left, along a westerly line of Tract 17, for the northeast corner hereof;

**THENCE** over and across said 666.23 acres, along a westerly line of said Tract 17 and said curve to the right (C2), for the east line hereof, having an arc length of 60.35 feet, a radius of 175.00 feet, and a chord bearing South 07°37'46" West, a distance of 60.05 feet, to a ½-inch iron rod set with "EASEMENT" cap, for the southeast corner hereof;

**THENCE** over and across said 666.23 acres and said Tract 1, for the south line hereof, the following courses and distances:

- 1) North 84°38'45" West, a distance of 73.49 feet, to a ½-inch iron rod set with "EASEMENT" cap, at the beginning of a curve to the left;



- 2) Along said curve to the left (C3), having an arc length of 113.54 feet, a radius of 300.00 feet, and a chord bearing South  $84^{\circ}30'42''$  West, a distance of 112.87 feet, to a 1/2-inch iron rod set with "EASEMENT" cap, for an angle hereof;
- 3) South  $73^{\circ}40'09''$  West, a distance of 58.37 feet, to the **POINT OF BEGINNING**, containing 0.354 acres, more or less.

That I, Kyle P. Cuplin, a Registered Professional Land Surveyor, do hereby certify that the above description and accompanying plat is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision, with all bearings being referenced to Texas Coordinate System, Central Zone.

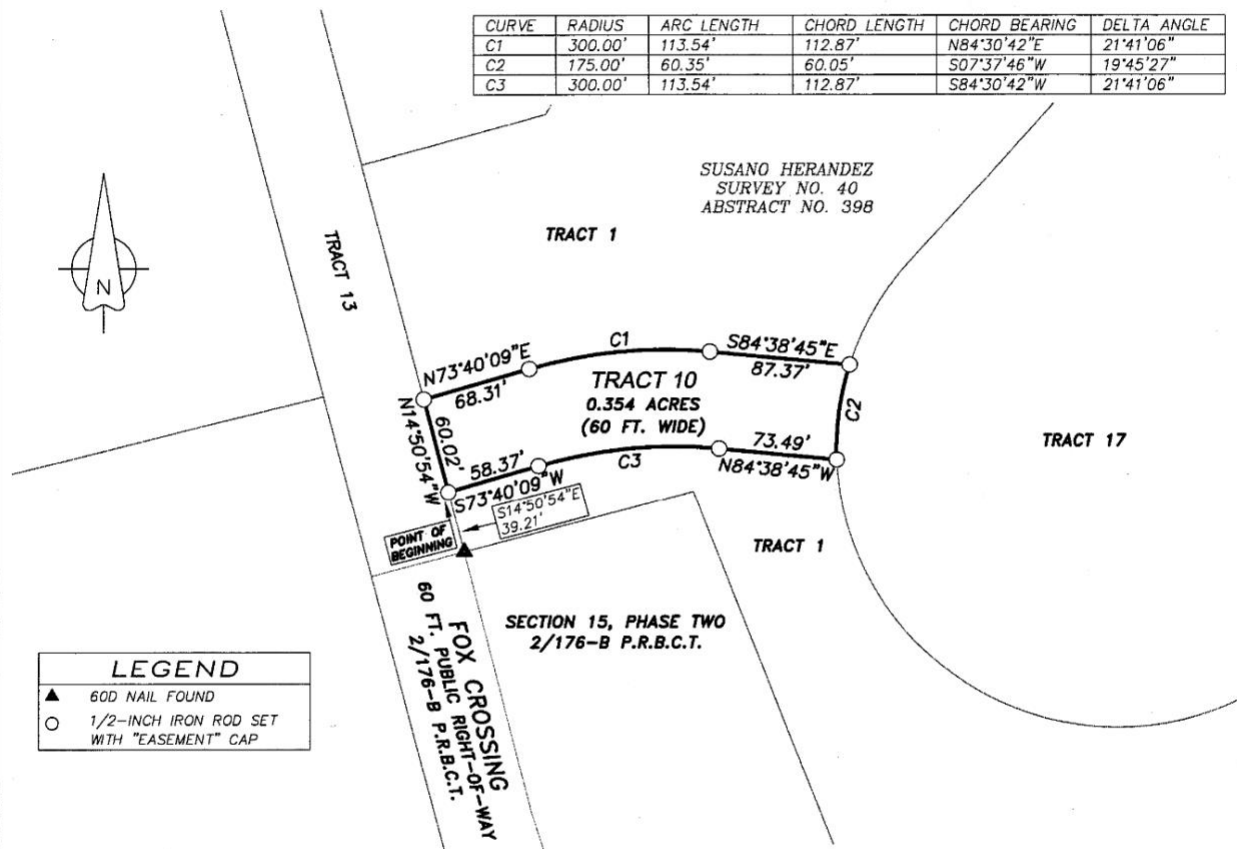
Kyle P. Cuplin 8/19/09  
Registered Professional Land Surveyor No. 5938  
Proj. No. 08222



# BOUNDARY SURVEY

LEGAL DESCRIPTION: BEING A 0.354 ACRE (60 FT. WIDE) TRACT OF LAND (TRACT 10), OUT OF THE SUSANO HERANDEZ SURVEY NO. 40, ABSTRACT NO. 398, SITUATED IN BURNET COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINING PORTION OF A CALLED 666.23 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO BILLY JOE FOX & LA VONNA FOX, AS RECORDED IN VOLUME 798, PAGE 880 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, SAID 0.354 ACRES (60 FT. WIDE – TRACT 10) BEING MORE PARTICULARLY DESCRIBED BY SEPARATE METES AND BOUNDS DESCRIPTION OF EVEN DATE ATTACHED HERETO AND MADE A PART OF THIS SURVEY.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	300.00'	113.54'	112.87'	N84°30'42"E	21°41'06"
C2	175.00'	60.35'	60.05'	S07°37'46"W	19°45'27"
C3	300.00'	113.54'	112.87'	S84°30'42"W	21°41'06"



## LEGEND

- ▲ 60D NAIL FOUND
- 1/2-INCH IRON ROD SET WITH "EASEMENT" CAP

I HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED ON THE GROUND AND WAS SURVEYED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT MINIMUM STANDARDS FOR A BOUNDARY SURVEY AS ESTABLISHED BY THE TEXAS BOARD OF LAND SURVEYING.

Kyle P. Cuclin DATED 8/19/09  
KYLE P. CUCLIN, R.P.L.S. 5938



TEXAS COORDINATE  
SYSTEM  
CENTRAL ZONE

SHEET <b>3</b>	PROJ. NO. <b>08222</b>	<b>BOUNDARY SURVEY</b> <b>TRACT 10</b> <b>0.354 ACRES</b> <b>(60 FT. WIDE)</b>		<b>CUPLIN &amp; ASSOCIATES, INC.</b> 3010 WEST RR 1431, SUITE B KINGSLAND, TEXAS 78639 PHONE: 325-388-3300 FAX: 325-388-3320	2 1	DRAWN BY: <b>REG</b> CHECKED BY: <b>KPC</b> APPROVED BY: FILE NO.:
	DATE: <b>07/31/09</b> SCALE: 1" = 100' 0 50 100					

**EXHIBIT “C”**  
**FORM OF WARRANTY DEED**

**WARRANTY DEED**

**STATE OF TEXAS** §

§

**COUNTY OF BURNET** §

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

**DATE:** \_\_\_\_\_, 2025

**GRANTOR:** **DELAWARE SPRINGS RANCH INVESTMENTS, LLC, a Texas Limited Liability Company**

**GRANTOR'S MAILING ADDRESS:** **P.O. BOX 3383  
MIDLAND, TX 78611**

**GRANTEE:** **CITY OF BURNET**

**GRANTEE'S MAILING ADDRESS:** **P O BOX 1369  
1001 BUCHANAN DRIVE, SUITE 4  
BURNET, BURNET COUNTY, TEXAS 78611**

**CONSIDERATION:** Ten dollars cash in hand received and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

**PROPERTY (INCLUDING ANY IMPROVEMENTS):**

Being a 12.524 acre tract of land (Tract No. 17), out of the Eugenio Perez Survey No. 41, Abstract No. 672 and Susano Hernandez Survey No. 40, Abstract No. 398, both of which are situated in Burnet County, Texas, and being a portion of the remaining portion of a called 666.23 acre tract of land, described in a deed to Billy Joe Fox & Lavonna Fox, as recorded in Volume 798, page 880 of the Official Public Records of Burnet County, Texas (O.P.R.B.C.T.), said 12.524 acres (Tract No. 17) being more particularly described on the legal description attached hereto and made part hereof as **Exhibit "A"**; and

Together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships (if any).

**RELEASE OF EASEMENT:**

Grantor fully releases to Grantee that certain Easement legally described as being : a 0.354 acre (60 ft. Wide) tract of land (Tract 10), out of the Susano Hernandez Survey No. 40, Abstract No. 398, situated in Burnet County, Texas, and being a portion of the remaining portion of a called 666.23 acre tract of land, described in a deed to Billy Joe Fox & Lavonna Fox, as recorded in volume 798, page 880 of the Official Public Records of Burnet County, Texas, said 0.354 acres (60 ft. Wide - Tract 10) being more particularly described on the legal description attached hereto and made part hereof as **Exhibit “B”**.

**RESERVATIONS FROM CONVEYANCE:** None.

**EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

- (1) Restrictions, covenants, conditions easements, and reservations, if any, relating to the Property, but only to the extent they are still in effect, shown of record in Burnet County, Texas;
- (2) All zoning laws, regulations, and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect, relating to the Property; and
- (3) Ad valorem taxes and assessments for the current calendar year have been prorated as of the date hereof, and Grantee assumes and agrees to pay all taxes and assessments for the current calendar year prior to delinquency.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, **to have and hold** it to Grantee, Grantee’s heirs, executors, administrators, successors or assigns forever. Grantor binds Grantor and Grantor’s heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee’s heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

In addition, Grantor fully releases to Grantee the Easement described herein.

When the context requires, singular nouns and pronouns include the plural.

*Signature pages to follow.*

To be effective as of the date set out above.

**GRANTOR**  
**DELAWARE SPRINGS RANCH**  
**INVESTMENTS, LLC, a Texas Limited**  
**Liability Company**

By: \_\_\_\_\_  
**Jordan Shipley, Manager**

**STATE OF TEXAS       §**  
**COUNTY OF BURNET   §**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Jordan Shipley as manager of Delaware Springs Ranch Investments, LLC, on behalf of said company.

\_\_\_\_\_  
**NOTARY PUBLIC, THE STATE OF TEXAS**

**ACCEPTED BY:**

**CITY OF BURNET**

By: \_\_\_\_\_  
**Gary Wideman, Mayor**

**STATE OF TEXAS       §**  
**COUNTY OF BURNET   §**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Gary Wideman as Mayor of the City of Burnet, Texas, on behalf of said municipality.

\_\_\_\_\_  
**NOTARY PUBLIC, THE STATE OF TEXAS**