

UNIMPROVED PROPERTY CONTRACT

1. **PARTIES:** The parties to this Contract are D3D Burnet SUB 1, 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 16.610 acres of land, more or less, out of the Eugenio Perez Survey No. 41, Abstract 672, in the City and County of Burnet, Texas, and being that same 16.610 acres described as Tract II in that certain Warranty Deed With Vendor’s Lien recorded as Document No. 202209940 in the Official Public Records of Burnet County, Texas, and 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 Easements. In addition to the Property described in Section 2, above, Seller shall fully release to Buyer those certain Easements described as follows:

Easement A: Being a fifty foot (50') wide non-exclusive access easement consisting of 0.11 acre of land, more or less, out of the Eugenio Perez Survey No. 41, Abstract No. 672, in the City of Burnet, Burnet County, Texas, and being that same fifty foot (50') wide non-exclusive access easement described as Tract III in that certain Warranty Deed With Vendor’s Lien recorded as Document No. 202209940 in the Official Public Records of Burnet County, Texas, and being more fully described in Document No. 202201068, in the Official Public Records of Burnet County, Texas, as further shown on **Exhibit “B”**; and

Easement B: Being a non-exclusive access easement consisting of 0.028 acre of land, more or less, out of the Eugenio Perez Survey No. 41, Abstract No. 672, in the City of Burnet, Burnet County, Texas, and being that same non-exclusive access easement consisting of 0.028 acre of land, more or less, described as Tract IV in that certain Warranty Deed With Vendor’s Lien recorded as Document No. 202209940 in the Official Public Records of Burnet County, Texas, and being more fully described in Document No. 201401080, in the Official Public Records of Burnet County, Texas, as further shown on **Exhibit “C”**.

Note: The legal description of the Property and Easements A & B shall be revised on the Deed to reflect the legal description shown on the Surveys of the Property and Easements A & B prepared after the effective date of this Contract.

3. **SALES PRICE:** Five Hundred Thirty-Nine Thousand Eight Hundred Twenty-Five Dollars and 00/100 Cents (\$539,825.00) (hereinafter the “Purchase Price”). The Sales Price will be adjusted based on the Survey of the Property required by Section 5C. If the

Sales Price is adjusted, the Sales Price will be calculated on the basis of \$32,500 per acre. The sales price shall increase if the acreage determined by the Survey is more than 16.610 acres and the sales price shall decrease if the acreage determined by the Survey is less than 16.610 acres. If the Sales Price is adjusted by more than 10%, either party may terminate this contract by providing written notice to the other party within 10 days after the terminating party receives the survey. If neither party terminates this contract or if the variance is 10% or less, the adjustment will be made to the Sales 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.

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:** Buyer 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 five 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 20th 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 60 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:** Seller has engaged the services of DMRE, whose address is 901 S. Mopac Expressway, Bldg. 3, Suite 120, Austin, Texas 78746 for brokerage services and is fully liable for any and all brokerage fees associated with this Contract. 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 "D"**, 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:
 - 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; 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; Survey fees; 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:

D3D BURNET SUB 1, LLC
2051 G. School #540-52
Round Rock, Tx 78664
Telephone: (512) 809-5018
E-mail: andrew@distance3development.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

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 Easement A |
| EXHIBIT "C": | The legal description of Easement B |
| EXHIBIT "D": | 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:

Initials: Seller: AP Buyer: _____

EXECUTED the 24th day of February, 2026. (EFFECTIVE DATE.)

SELLER

D3D BURNET SUB 1, LLC, a Texas Limited Liability Company

By: Distance 3 Development, LLC, a Texas Limited Liability Company - Its Manager

By: Corellia Properties, LLC; a Texas Limited Liability Company Its Managing Member

By: Nico Porter Feb 23, 2026
Nico Porter (Feb 23, 2026 12:25:45 CST)
Nico Porter, Managing Partner

BUYER

CITY OF BURNET, a Texas home rule municipality

By: _____
Gary Wideman, Mayor

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: _____, 2026

By: _____

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

EXHIBIT A
LEGAL DESCRIPTION OF TRACT A (16.610 ACRES OF LAND)

Initials: Seller: AP Buyer: _____

**METES AND BOUNDS DESCRIPTION OF
TRACT 27 (16.610 ACRES)**

FIELD NOTES TO DESCRIBE A 16.610 ACRE TRACT OF LAND (TRACT 27), OUT OF THE EUGENIO PEREZ SURVEY NO. 41, ABSTRACT NO. 672, SITUATED IN BURNET COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINING PORTION OF A CALLED 110.03 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO BIG LEAF LTD, AS RECORDED IN VOLUME 618, PAGE 569 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS (O.P.R.B.C.T.), SAID 16.610 ACRES (TRACT 27) BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod set with "CUPLIN 5938" property cap, within the interior of said 110.03 acres and Tract 3, for the southeast corner hereof, from which the southwest corner of said 110.03 acres and the southwest corner of Tract 26, bears North 81°58'24" East, a distance of 618.47 feet;

THENCE over and across said 110.03 acres and said Tract 3, the following courses and distances:

- 1) South 63°14'01" West (L1), a distance of 88.57 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 2) South 24°54'08" East (L2), a distance of 10.97 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 3) South 77°57'13" West (L3), a distance of 203.89 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 4) South 87°34'46" West (L4), a distance of 183.15 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for the southwest corner hereof;
- 5) North 01°29'46" West, a distance of 246.95 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 6) North 21°35'37" East (L5), a distance of 178.76 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 7) North 07°14'10" West (L6), a distance of 123.16 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 8) North 26°58'55" East (L7), a distance of 66.52 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, at the beginning of a non-tangent curve to the right;
- 9) Along said curve to the right (C1), having an arc length of 268.83 feet, a radius of 249.95 feet, and a chord bearing North 12°00'17" West, a distance of 256.06 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 10) North 18°48'59" East (L8), a distance of 64.84 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, at the beginning of a curve to the left;
- 11) Along said curve to the left (C2), having an arc length of 76.71 feet, a radius of 475.00 feet, and a chord bearing North 14°10'08" East, a distance of 76.63 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 12) South 80°10'21" West (L9), a distance of 79.11 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;

- 13) North 28°15'04" West, a distance of 527.23 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 14) North 38°03'02" West (L10), a distance of 58.67 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 15) North 30°33'05" West, a distance of 211.22 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 16) North 15°48'55" West (L11), a distance of 239.80 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for the northwest corner hereof;
- 17) South 83°28'16" East, a distance of 283.84 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 18) North 89°30'21" East (L12), a distance of 174.23 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 19) South 74°44'31" East (L13), a distance of 68.91 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 20) South 89°21'13" East (L14), a distance of 164.90 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for the northeast corner hereof;
- 21) South 40°32'32" East (L15), a distance of 83.20 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 22) South 01°51'19" West (L16), a distance of 192.91 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 23) South 11°15'34" West, a distance of 560.42 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 24) South 03°01'20" West (L17), a distance of 38.10 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 25) South 20°15'01" East (L18), a distance of 101.66 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 26) South 24°25'55" East, a distance of 487.49 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 27) South 17°54'06" East (L19), a distance of 138.43 feet, to a ½-inch iron rod set with "CUPLIN 5938" property cap, for an angle hereof;
- 28) South 07°27'19" East (L20), a distance of 226.79 feet, to the **POINT OF BEGINNING**, containing 16.610 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

3010 West RR 1431, Suite B • Kingsland, Texas 78639
 325-388-3300 phone • 325-388-3320 fax
 www.cuplinassociates.com



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Initials: Seller: AP Buyer: _____

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

EUGENIO PEREZ
SURVEY NO. 41
ABSTRACT NO. 872

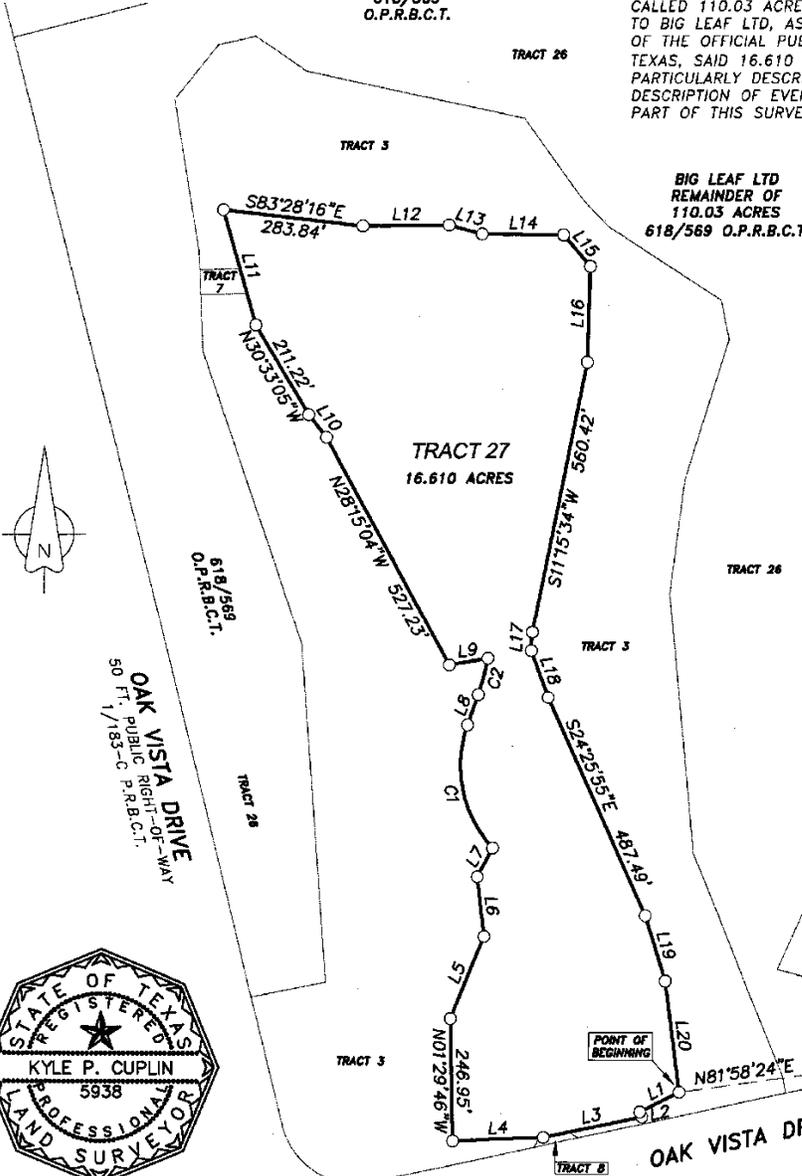
BOUNDARY SURVEY

LEGAL DESCRIPTION: BEING A 16.610 ACRE TRACT OF LAND (TRACT 27), OUT OF THE EUGENIO PEREZ SURVEY NO. 41, ABSTRACT NO. 672, SITUATED IN BURNET COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINING PORTION OF A CALLED 110.03 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO BIG LEAF LTD, AS RECORDED IN VOLUME 618, PAGE 569 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, SAID 16.610 ACRES (TRACT 27) BEING MORE PARTICULARLY DESCRIBED BY SEPARATE METES AND BOUNDS DESCRIPTION OF EVEN DATE ATTACHED HERETO AND MADE A PART OF THIS SURVEY.

618/569
O.P.R.B.C.T.

BIG LEAF LTD
REMAINDER OF
110.03 ACRES
618/569 O.P.R.B.C.T.

LINE	BEARING	DISTANCE
L1	S83°14'01"W	88.57'
L2	S24°54'08"E	10.97'
L3	S77°57'13"W	203.89'
L4	S87°34'46"W	183.15'
L5	N21°35'37"E	178.76'
L6	N07°14'10"W	123.16'
L7	N26°58'55"E	66.52'
L8	N18°48'59"E	64.84'
L9	S80°10'21"W	79.11'
L10	N38°03'02"W	58.67'
L11	N15°48'55"W	239.80'
L12	N89°30'21"E	174.23'
L13	S74°44'31"E	68.91'
L14	S89°21'13"E	164.90'
L15	S40°32'32"E	83.20'
L16	S01°51'19"W	192.91'
L17	S03°01'20"W	38.10'
L18	S20°15'01"E	101.66'
L19	S17°54'06"E	136.43'
L20	S07°27'19"E	226.79'



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.

K.P. Cuclin
KYLE P. CUPLIN, R.P.L.S. 5938

8/19/09
DATED



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	249.95'	268.83'	256.06'	N12°00'17"W	81°32'21"
C2	475.00'	76.71'	76.63'	N14°10'08"E	9°15'13"

TEXAS COORDINATE
SYSTEM
CENTRAL ZONE

SHEET 3	PROJ. NO. 08222	PREPARED FOR: BIG LEAF LTD	DATE: 07/31/09	SCALE 1" = 300'	BOUNDARY SURVEY TRACT 27 16.610 ACRES	CUPLIN & ASSOCIATES, INC. 3010 WEST RR 1431, SUITE B KINGSLAND, TEXAS 78639 PHONE: 325-388-3300 FAX: 325-388-3320	2	DRAWN BY: REG
	CHECKED BY: KPC							
OF 3							1	APPROVED BY:
								FILE NO.
								DATE
								DESCRIPTION
								REVISIONS
								COPYRIGHT: 2009

Initials: Seller: AP Buyer: _____

EXHIBIT B

LEGAL DESCRIPTION OF EASEMENT A (0.11 ACRE EASEMENT)

Initials: Seller: AP Buyer: _____

50ft Wide Ingress and Egress Easement

BEING A 0.11 ACRE INGRESS AND EGRESS EASEMENT OUT OF THE EUGENIO PEREZ SURVEY NO. 41, ABSTRACT NO. 672 IN BURNET COUNTY, TEXAS, AND BEING A PORTION OF A 26.042 ACRE TRACT OF LAND, KNOWN AS TRACT 3, DESCRIBED IN A DOCUMENT TO THE CITY OF BURNET, RECORDED IN DOCUMENT NO. 201101280 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, SAID 0.11 ACRE INGRESS AND EGRESS EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron pin found with "Cuplin" cap at the northeasterly corner of Lot 7 of Oak Vista Section Two, a subdivision located in the City of Burnet as shown on Document No. 202013212 of the Official Public Records of Burnet County, at the southeasterly corner of a called 50ft wide public right-of-way and along the westerly line of Tract 3, a called 26.042 acre tract as described in Document No. 201101280 of the Official Public Records of Burnet County, and being the southwest corner hereof;

THENCE North 02°10'00" West, along the east line of said 50ft wide public right-of-way, the westerly line of said Tract 3 and hereof, a distance of 57.05' to a 1/2" iron pin found with "Cuplin" cap at the southeast corner of Lot 8 of said Oak Vista Section Two the northeast corner of said 50ft wide public right-of-way and being the northwest corner hereof;

THENCE departing the east line of said Oka Vista Section Two, over and across said Tract 3, along the north line hereof, along a curve to the right having an arc length of 91.32', a radius of 225.03', a chord bearing of North 74°21'13" East, and a chord length of 90.69' to a 1/2" iron pin set with "Cuplin" cap along the west line of Tract 27, a called 16.610 acre tract as described in Document No. 201101280 of the Official Public Records of Burnet County, the easterly line of said Tract 3 and being the northeast corner hereof;

THENCE South 15°48'55" East, along the west line of said Tract 27, the easterly line of said Tract 3, and hereof, a distance of 51.40' to a 1/2" iron pin set with "Cuplin" cap at the southeast corner hereof;

THENCE departing the west line of said Tract 27, over and across said Tract 3, along the south line hereof, the following courses and distances

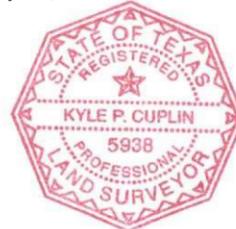
- 1) Along a curve to the left having an arc length of 103.43', a radius of 175.03', a chord bearing of South 72°29'29" West, and a chord length of 101.93' to a 1/2" iron pin set with "Cuplin" cap;
- 2) South 55°33'47" West, a distance of 2.39' to the POINT OF BEGINNING, and containing 0.11 acre, more or less.

I hereby certify that this survey was performed on the ground and was surveyed by me and or under my direct supervision. Cuplin & Associates, Inc. accepts no responsibility for the use of this survey by anyone other than the above referenced parties hereby certified to for this specific transaction only, copyright 2021, Cuplin & Associates, Inc. ©. Basis of Bearings are to Texas Coordinate System, Central Zone. A Plat of Survey of even date was prepared as is intended to accompany the above described tract of land.



Kyle P. Cuplin
Registered Professional Land Surveyor No. 5938

Dated: 12/14/2021





LINE TABLE		
LINE	BEARING	DISTANCE
L1	N02°10'00"W	57.05'
L2	S15°48'55"E	51.40'
L3	S55°33'47"W	2.39'

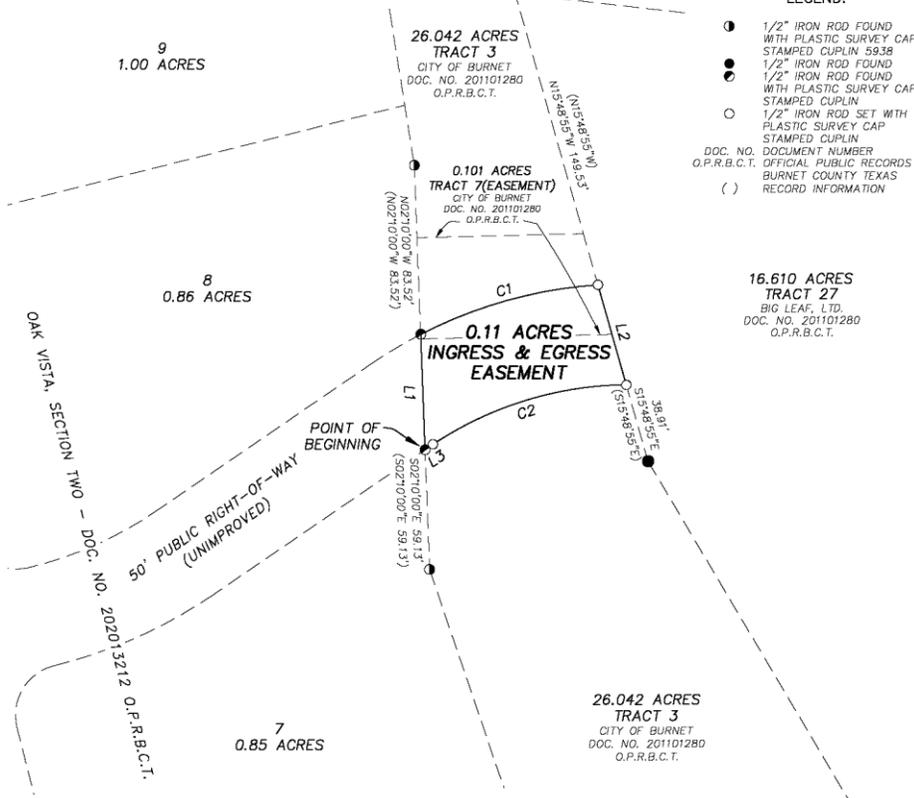
RECORD LINE TABLE		
LINE	BEARING	DISTANCE
L1	N02°10'00"W	57.05'
L2	S15°48'55"E	

CURVE TABLE					
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	23°15'01"	225.03'	91.32'	N74°21'13"E	90.69'
C2	33°51'25"	175.03'	103.43'	S72°29'29"W	101.93'



LEGEND:

- 1/2" IRON ROD FOUND WITH PLASTIC SURVEY CAP STAMPED CUPLIN 5938
- 1/2" IRON ROD FOUND WITH PLASTIC SURVEY CAP STAMPED CUPLIN
- 1/2" IRON ROD SET WITH PLASTIC SURVEY CAP STAMPED CUPLIN
- DOC. NO. DOCUMENT NUMBER
- O.P.R.B.C.T. OFFICIAL PUBLIC RECORDS BURNET COUNTY TEXAS
- () RECORD INFORMATION



16.610 ACRES
TRACT 27
BIG LEAF, LTD.
DOC. NO. 201101280
O.P.R.B.C.T.

LEGAL: BEING A 0.11 ACRE INGRESS AND EGRESS EASEMENT OUT OF THE EUGENIO PEREZ SURVEY NO. 41, ABSTRACT NO. 672 IN BURNET COUNTY, TEXAS, AND BEING A PORTION OF A 26.042 ACRE TRACT OF LAND, KNOWN AS TRACT 3, DESCRIBED IN A DOCUMENT TO THE CITY OF BURNET, RECORDED IN DOCUMENT NO. 201101280 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, SAID 0.11 ACRE INGRESS AND EGRESS EASEMENT BEING MORE PARTICULARLY DESCRIBED BY SEPARATE METES AND BOUNDS DESCRIPTION TO ACCOMPANY THIS SURVEY OF EVEN DATE.

NOTES:

- 1) SUBJECT PROPERTY IS LOCATED WITHIN ZONE X (AREAS OUTSIDE THE 100 YEAR FLOOD) AS GRAPHICALLY IDENTIFIED ON FEMA F.I.R.M., MAP NO. 48053C0480G, EFFECTIVE 11/11/2019.
- 2) BASIS OF BEARINGS ARE TO THE NORTH AMERICAN DATUM OF 1983, TEXAS COORDINATE SYSTEM, CENTRAL ZONE.
- 3) ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES.

I HEREBY CERTIFY TO ATTORNEY'S ABSTRACT COMPANY AND THE CITY OF BURNET, TEXAS THAT THIS SURVEY WAS PERFORMED ON THE GROUND AND WAS SURVEYED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THIS PROFESSIONAL SERVICE MEETS OR EXCEEDS THE CURRENT MINIMUM STANDARDS OF PRACTICE AS ESTABLISHED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING. CUPLIN & ASSOCIATES, INC. ACCEPTS NO RESPONSIBILITY FOR THE USE OF THIS SURVEY BY ANYONE OTHER THAN THE ABOVE REFERENCED PARTIES HEREBY CERTIFIED TO FOR THIS SPECIFIC TRANSACTION ONLY. COPYRIGHT 2021, CUPLIN & ASSOCIATES, INC. ©.



K.P. Cuplin DATED 12/14/2021
KYLE P. CUPLIN, R.P.L.S. NO. 5938

SHEET 1 OF 2	PROJECT NO. 211013	1500 OLLIE LANE	SCALE 1" = 60'	2
	PREPARED FOR: THE CITY OF BURNET	MARBLE FALLS, TX. 78654	0 30 60	1
	TECH: B. BURTON	PH. 325-388-3300/830-693-8815	DATE	NO.
	APPROVED: KPC	WWW.CUPLINASSOCIATES.COM	DESCRIPTION	
FIELDWORK PERFORMED ON: DECEMBER, 2021				REVISIONS
COPYRIGHT: 2021	PROFESSIONAL FIRM NO: 10126900			

Initials: Seller: AP Buyer: _____

EXHIBIT C

LEGAL DESCRIPTION OF EASEMENT B (0.028 ACRE EASEMENT)

Initials: Seller: AP Buyer: _____

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



**METES AND BOUNDS DESCRIPTION OF
TRACT 8 (0.028 ACRES)**

FIELD NOTES TO DESCRIBE A 0.028 ACRE TRACT OF LAND (TRACT 8), OUT OF THE EUGENIO PEREZ SURVEY NO. 41, ABSTRACT NO. 672, SITUATED IN BURNET COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINING PORTION OF A CALLED 110.03 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO BIG LEAF LTD, AS RECORDED IN VOLUME 618, PAGE 569 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, SAID 0.028 ACRES (TRACT 8) BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod set with "EASEMENT" cap, along a northerly right-of-way line of Oak Vista Drive, a 50 ft. public right-of-way, according to the plat recorded in Cabinet 1, Slide 183-C of the Plat Records of Burnet County, Texas, and a southerly line of said 110.03 acres, for the southeast corner hereof, from which a 1/2-inch iron rod found, for the southeast corner of said 110.03 acres, bears along a northerly right-of-way line of said Oak Vista Drive, North 77°35'13" East, a distance of 833.60 feet;

THENCE South 77°35'13" West, along a northerly line of said Oak Vista Drive, a southerly line of said 110.03 and said Tract 3, for the south line hereof, a distance of 95.27 feet, to a 1/2-inch iron rod set with "EASEMENT" cap, at the beginning of a non-tangent curve to the left, for the southwest corner hereof;

THENCE over and across said 110.03 acres and said Tract 3, for the west line hereof, along said curve to the left (C2), having an arc length of 23.76 feet, a radius of 25.00 feet, and a chord bearing North 26°29'22" East, a distance of 22.87 feet, to a 1/2-inch iron rod set with "EASEMENT" cap, along a southerly line of Tract 27 and a northerly line of said Tract 3, for the northwest corner hereof;

THENCE over and across said 110.03 acres, along a southerly line of said Tract 27 and a northerly line of said Tract 3, for the north line hereof, the following courses and distances:

- 1) North 87°34'46" East (L1), a distance of 10.69 feet, to a 1/2-inch iron rod set with "EASEMENT" cap, for an angle hereof;
- 2) North 77°57'13" East, a distance of 56.14 feet, to a 1/2-inch iron rod set with "EASEMENT" cap, at the beginning of a non-tangent curve to the left, for the northeast corner hereof;

THENCE over and across said 110.03 acres and said Tract 3, for the east line hereof, along said curve to the left (C1), having an arc length of 21.79 feet, a radius of 25.00 feet, and a chord bearing South 54°49'22" East, a distance of 21.11 feet, to the **POINT OF BEGINNING**, containing 0.028 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

3010 West RR 1431, Suite B • Kingsland, Texas 78639
325-388-3300 phone • 325-388-3320 fax
www.cuplinassociates.com



EXHIBIT D
FORM OF WARRANTY DEED

Initials: Seller: AP Buyer: _____

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: _____, 2026

GRANTOR: **D3D BURNET SUB 1, LLC**

GRANTOR'S MAILING ADDRESS: **2051 G. SCHOOL #540-52
ROUND ROCK, TX 78664**

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 16.610 acres of land, more or less, out of the Eugenio Perez Survey No. 41, Abstract 672, in the City and County of Burnet, Texas, and being that same 16.610 acres described as Tract II in that certain Warranty Deed With Vendor's Lien recorded as Document No. 202209940 in the Official Public Records of Burnet County, Texas, and 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 (if any).

RELEASE OF EASEMENTS

Initials: Seller: SP Buyer: _____

Release of Easements. In addition to the Property described in Section 2, above, Seller shall fully release to Buyer those certain Easements described as follows:

Easement A: Being a fifty foot (50') wide non-exclusive access easement consisting of 0.11 acre of land, more or less, out of the Eugenio Perez Survey No. 41, Abstract No. 672, in the City of Burnet, Burnet County, Texas, and being that same fifty foot (50') wide non-exclusive access easement described as Tract III in that certain Warranty Deed With Vendor's Lien recorded as Document No. 202209940 in the Official Public Records of Burnet County, Texas, and being more fully described in Document No. 202201068, in the Official Public Records of Burnet County, Texas; and

Easement B: Being a non-exclusive access easement consisting of 0.028 acre of land, more or less, out of the Eugenio Perez Survey No. 41, Abstract No. 672, in the City of Burnet, Burnet County, Texas, and being that same non-exclusive access easement consisting of 0.028 acre of land, more or less, described as Tract IV in that certain Warranty Deed With Vendor's Lien recorded as Document No. 202209940 in the Official Public Records of Burnet County, Texas, and being more fully described in Document No. 201401080, in the Official Public Records of Burnet County, Texas.

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, and 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.

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

Signature pages to follow.

Initials: Seller: AP Buyer: _____

To be effective as of the date set out above.

GRANTOR
D3D BURNET SUB 1, LLC, a Texas Limited Liability Company
By: Distance 3 Development, LLC, a Texas Limited Liability Company - Its Manager
By: Corellia Properties, LLC; a Texas Limited Liability Company Its Managing Member

By: _____
Nico Porter, Managing Partner

STATE OF TEXAS §
COUNTY OF BURNET §

This instrument was acknowledged before me on the _____ day of _____, 2026, by Andrew Brewer as managing member of Corellia Properties, LLC; the managing member of Distance 3 Development, LLC, the manager of D3D BURNET SUB 1, 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 _____, 2026, by Gary Wideman as Mayor of the City of Burnet, Texas, on behalf of said municipality.

NOTARY PUBLIC, THE STATE OF TEXAS

Initials: Seller: AP Buyer: _____

delaware land escrow agreement 2 19 26

Final Audit Report

2026-02-23

Created:	2026-02-23
By:	Transactions Specialist (transactions@dmre.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAACyC1imhcp9YulJxD9OM_TuIQ202qBrzk

"delaware land escrow agreement 2 19 26" History

-  Document created by Transactions Specialist (transactions@dmre.com)
2026-02-23 - 6:11:59 PM GMT
-  Document emailed to Nico Porter (nico@distance3development.com) for signature
2026-02-23 - 6:12:05 PM GMT
-  Document e-signed by Nico Porter (nico@distance3development.com)
Signature Date: 2026-02-23 - 6:25:45 PM GMT - Time Source: server
-  Agreement completed.
2026-02-23 - 6:25:45 PM GMT