AGREEMENT FOR THE PROVISION OF NONSTANDARD RETAIL WATER SERVICE (WILD RIDGE)

This Agreement for the Provision of Nonstandard Retail Water Service (the "Agreement") is entered into by and between the City of Dripping Springs, Texas (the "City") a Type A General Law City located in Hays County, Texas, and Meritage Homes of Texas, LLC, an Arizona limited liability company or its successors or assigns (the "Developer"). Unless otherwise specified, the term "Parties" shall mean the City and Developer, collectively.

RECITALS

WHEREAS, Developer owns and is developing approximately 283.427 acres, as described on **Exhibit "A"** (the "Property" or the "Land"). The Property currently lies entirely within the City's extraterritorial jurisdiction ("ETJ"). The Property is to be annexed into the city limits of the City. Developer plans to develop a residential and commercial development on the Property (the "Proposed Development"); and

WHEREAS, Developer desires to obtain retail water service to the Proposed Development pursuant to the terms and conditions of this Agreement; and

WHEREAS, the City is a party to that certain Wholesale Water Services Agreement Between Lower Colorado River Authority and City of Dripping Springs ("Service Agreement") dated March 11, 2003, as assigned; and

WHEREAS, it is the intent of the Parties that the City will supply water from the West Travis County Public Utility Agency ("WTCPUA") in order to provide up to 1,050 LUEs of retail water service to the Proposed Development as stated in this Agreement; and

WHEREAS, Developer and the City desire to enter into this Agreement to set forth the terms and conditions upon which the City will provide retail water service to the Proposed Development.

NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree to the following:

ARTICLE I
DEFINITIONS, HEADINGS, AND INTERPRETATION

Section 1.1 Definition of Terms. In addition to the terms defined in the Recitals above, the words and phrases as used in this Agreement shall have the meanings set forth below:

(a) "Agreement" shall mean this Agreement for the Provision of Nonstandard Retail Water Service, its attachments, exhibits, and matters included by reference, and any amendment or supplement thereto.

(b) "Assignee" shall mean any person or entity who receives an express assignment of the rights of either Party and expressly assumes such Party's duties and responsibilities with respect to this Agreement as provided in Section 7.3 herein.

(c) "City Rules and Policies" shall mean the City's rules, policies, and ordinances adopted by the City Council governing the provision of retail water service to Retail Customers and related matters, as amended from time to time.

(d) "City Service Area" means the City's water supply service area, whether or not it is a certificated service area, as such service area now exists or may be changed hereafter.

(e) "City Utility Standards" shall mean City standards for design, location, construction, installation and operation of water, wastewater and drainage utility infrastructure within the extraterritorial jurisdiction of the City, as enacted and as they may be amended thereafter from time to time, City Rules and Policies, and expressly including the following chapters of the City's Code of Ordinances and all related regulations and permits:

(1) Utilities (Chapter 20)
(2) Development and Water Quality Protection (Chapter 22)
(3) Building Regulations (Chapter 24)
(4) Subdivision and Site Development (Chapter 28)

(f) "Connection" means a single family residential or irrigation unit to which potable water is supplied by the City.

(g) "Developer" shall mean Meritage Homes of Texas, LLC, an Arizona limited liability company, or its Assignees.

(h) "District" means the municipal utility district (a political subdivision of the State of Texas) created with boundaries over the Land, or its successor District.

(i) "Effective Date" shall mean the date of the last signature to this Agreement.

(j) "Facilities" means the Onsite and Offsite Facilities as defined in this Agreement.

(k) "LUE" or "Living Unit Equivalent" shall mean the measurement used by WTCPUA in determining LUEs.

(l) "Master Meter" shall mean the City owned water meter to be installed at the TWCPUA elevated water storage tank.

(m) "Offsite Facilities" shall mean all facilities required by the City or WTCPUA and necessary to connect to and extend water service from WTCPUA supply facilities to the Proposed Development's Onsite Facilities.

(n) "Onsite Facilities" means all facilities within the Proposed Development necessary to connect to and extend water service to the Proposed Development from the City.

(o) "Point of Delivery" means the point at which the City will deliver Water to the Proposed Development through the Master Meter.

(p) "Retail Customer" shall mean a person or entity applying for an individual retail water service Connection located in the Proposed Development.

(q) "Water" means potable water that meets federal and state standards for human consumption and other domestic use.

(r) "WTCPUA" shall mean the West Travis County Public Utility Agency or its Assignees.

(s) "WTCPUA Rules and Policies" shall mean the WTCPUA's rules and policies adopted by its Board of Directors governing the provision of retail water service to Retail Customers and related matters.

(t) "WTCPUA System" shall mean the WTCPUA's existing water treatment and distribution facilities used by the WTCPUA to provide retail potable water service within its service area, including, but not limited to its raw water intake, water treatment plant, water storage tank and pumping facilities, and related facilities.

Section 1.2 Article and Section Headings. The headings and titles of the several articles and sections of this Agreement are solely for convenience and reference and shall not affect the meaning, construction or effect of the provisions hereof.

Section 1.3 Interpretation. The singular form of any word used herein shall include the plural, and vice-versa, unless the context requires otherwise. The use of a word of any gender herein shall include all other genders, unless the context requires otherwise. This Agreement and all of the terms and provisions hereof shall be construed so as to effectuate the purposes contemplated hereby and to sustain the validity hereof.

ARTICLE II
RESERVATIONS

Section 2.1 Reservation of Capacity. The City and the Lower Colorado River Authority ("LCRA") entered into a Service Agreement assigned to the WTCPUA. Pursuant to the Service Agreement, Pursuant to the Service Agreement, the Developer or District shall prepare and the City shall file a service extension request ("SER") with the WTCPUA within twenty-one (21) days of the Effective Date of this Agreement for a total of 1,050 LUEs from the WTCPUA. Upon approval of the SER by the WTCPUA Board, water capacity of 1,050 LUEs for the Land is reserved, subject to compliance with all requirements set-forth in the approval of the SER and subject to payment of applicable fees (which may include reservation fees and impact fees) as charged by WTCPUA, and, if applicable, and any fees charged by LCRA for raw water to serve the Proposed Development and passed through by the City without mark-up pursuant to this Agreement. Unless such facilities are included in the City's or the WTCPUA'S Capital Improvement Plan, the Developer will be responsible for the costs of its pro rata share of the facilities or actions required by the WTCPUA as specified in the SER (as it may be amended). Developer or District shall pay all fees for

submitting and processing the SER and for reserving the water directly to the WTCPUA or LCRA as required by those entities.

ARTICLE III
RETAIL WATER SERVICE COMMITMENT AND DELIVERY OF RETAIL WATER

Section 3.1 City to Provide Retail Service. The City will be the retail provider for the Proposed Development. All Retail Customers within the boundaries of the Proposed Development will be Retail Customers of the City. Absent an amendment to this Agreement, the City shall not be obligated to provide retail water service to Retail Customers located within the Proposed Development that collectively exceed 1,050 LUEs. Notwithstanding, the City may, at its sole discretion, provide retail water service in excess of that capacity.

ARTICLE IV
ONSITE AND OFFSITE FACILITIES

Section 4.1 Design, Construction, and Funding of Facilities. Developer shall design, construct, and fund, the Facilities (which includes the Offsite and Onsite Facilities), subject to the provisions of Section 4.2 below regarding oversizing of the Offsite Facilities. The Developer shall construct the Facilities in phases or stages consistent with the construction of the Proposed Development and in compliance with City Utility Standards, the WTCPUA Rules and Policies, the requirements of the Texas Commission on Environmental Quality, and any other regulatory agency or governmental body having jurisdiction. The Facilities shall be engineered and designed by a Texas Registered Professional Engineer in accordance with the applicable specifications of all governmental agencies having jurisdiction. The Facilities must be of sufficient size to provide continuous and adequate water service to the Proposed Development. Developer shall submit all plans and specifications for the Facilities, including any phase or portion thereof, to the City.

The City has the right to review and approve all plans and specifications for the Facilities, and to charge applicable City review and approval fees. Construction of the Facilities shall not begin until the plans and specifications have been reviewed and accepted by the City for compliance with the construction standards required by this Agreement, and the applicable City fees have been paid. The City agrees to provide comments to plans and specifications within twenty (20) days of receipt of complete plans and specifications and fees.

The City has the right, but not the obligation, to inspect and test at any time (including during construction and before beginning operation), and the right to participate in a final inspection of the Facilities. In addition, the Developer or its Contractor shall notify the City when the Facilities are ready for final inspection and connection. If the City concurs that construction of the Facilities is substantially complete, then the City will schedule a final inspection by the City within twenty (20) days of notice. After such final inspection, the Developer shall correct any punch list items.

Developer shall pay all of the City Engineers' fees for review of plans, and the construction phase(s) and final inspections. Developer shall also pay all of the WTCPUA fees charged to the

City associated with the review of plans of the Master Meter assembly. The City shall pass these charges through from the WTCPUA to the Developer without mark-up.

Section 4.2 Oversizing or Sharing of Offsite Facilities. If the City requests oversizing of the Offsite Facilities, including use of the Master Meter made a part of the Offsite Facilities, as desired or required by the City, the Parties agree the City shall promptly pay its pro rata share of all costs associated with the design and construction of the Offsite Facilities as agreed to by separate agreement, namely "Agreement Concerning Creation and Operation of Wild Ridge Municipal Utility District". Developer shall have no obligation to oversize the Offsite Facilities without an agreement in place with the City (making payment directly to the Developer) regarding payment of the City's pro rata share of all costs associated with the design and construction of the Offsite Facilities, including but not limited to permits and easements necessary for construction of the Offsite Facilities. The City will be responsible for collecting from future developments their pro rata share of such costs to reimburse the City. To the extent that Developer utilizes Offsite facilities that have been oversized and constructed by the City or another third party, Developer will pay its pro rata share of those oversized facilities either to the City or the third party that paid for the oversizing of such facilities.

Section 4.3 Location of Offsite Facilities. The alignment of the transmission main which is a part of the Offsite Facilities will be mutually agreed upon by the Parties and will be dependent on the properties/projects, if any, that participate in the oversizing of the transmission main and the City System.

Section 4.4 Permits. Developer, at its sole cost and expense, shall be solely responsible for obtaining all permits necessary to construct the Facilities, subject to pro rata share payments under Section 4.2, if applicable.

Section 4.5 Easements and Facility Siting. Developer, at its sole cost and expense, shall negotiate and secure all real property interests necessary to construct the Offsite Facilities at locations approved by the City. The City agrees to assist and use its best efforts in obtaining easements for water mains required to serve the Proposed Development. Developer will construct the Offsite Facilities within easements approved by the City where necessary for the City's later ownership, operation and maintenance of such Offsite Facilities. Easements shall be in a form and substance acceptable to the City's attorney. The Developer agrees to pay its pro rata share of easement acquisition costs, including the City's attorney's fees and expenses and the City's other reasonable and necessary fees and costs associated with any condemnation proceedings or disputes regarding easements for water mains required to serve the Proposed Development.

Section 4.6 Developer Warranties. With respect to the construction of the Offsite Facilities:

(a) The Offsite Facilities shall be constructed under the terms of a construction contract or contracts pursuant to which the contractor agrees to meet the City Utility Standards and the requirements of the WTCPUA, the Texas Commission on Environmental Quality, and any other regulatory agency or governmental body having jurisdiction. The materials used in the construction of the Offsite Facilities shall be free from defects and fit for their intended purpose.

(b) Offsite Facilities shall have a contract warranty with a guarantee covering all materials and workmanship of at least 2 years, enforceable by the City as both Developer's assignee and as a third-party beneficiary. In addition, Developer's contract(s) with its Contractor for the construction of the Offsite Facilities shall: (i) state that the "DEVELOPER" includes the Developer and its permitted assigns, including the City, and (ii) include the following provision:

> "Immediately before the expiration of the two-year guarantee period, the CONTRACTOR shall make an inspection of the Work in the company of the City Engineer and the DEVELOPER. The City Engineer and the DEVELOPER shall be given not less than 20-day notice prior to the anticipated date of Guarantee expiration and the inspection. Failure to comply with these requirements within the guarantee period shall extend the guarantee period until 20-days after the inspection is completed.
>
> During the guarantee period, where any portion of the Work is found to be defective and requires replacement, repair or adjustment (whether as a result of the foregoing inspection or otherwise), the CONTRACTOR shall immediately provide materials and labor necessary to remedy such defective work and shall prosecute such work without delay until completed to the satisfaction of City Engineer and the DEVELOPER, even though the date of completion of the corrective work may extend beyond the expiration date of the guarantee period.
>
> The CONTRACTOR shall not be responsible for correction of work which has been damaged because of neglect or abuse."

(c) The Developer shall provide a copy of the construction contract to the City upon execution. All infrastructure constructed by the Owner shall include a maintenance bond for One Hundred Percent (100%) of the cost of the infrastructure that is valid for at least 2 years after construction and acceptance by the City.

Section 4.7 Completion of Construction of Offsite Facilities. Upon completion of the Offsite Facilities, the Developer shall provide to the City: (i) three sets of record drawings of the as-built plans, including complete and accurate locations of all Offsite Facilities (ii) autocad plans; (iii) GPS files noting location of the Offsite Facilities; and (iv) a certification sealed by a registered professional engineer stating that the Offsite Facilities are fully completed in substantial compliance with the plans and specifications approved by the City and in accordance with the as-built plans.

Section 4.8 Correction of Defects. Prior to the conveyance of the Offsite Facilities to the City, Developer shall remedy, or cause to be remedied, and pay its share of all reasonable expenses attributable to remedying, any material defects in the design or construction of the Offsite Facilities.

Section 4.9 Conveyance of Offsite Facilities. Upon completion of construction of the Offsite Facilities, payment to Developer by City of others' pro rata share in the costs of design and

construction, if any, and compliance with Section 4.7, the City will accept and Developer shall convey the Offsite Facilities to the City. Developer shall execute and deliver to the City properly executed bills of sale, assignments, or other instruments of transfer in a form that is acceptable to the City attorney that are reasonably necessary to convey the Offsite Facilities. The Developer shall also provide a two (2) year maintenance bond in compliance with Section 4.6(b). Upon transfer, the Offsite Facilities shall become part of the City's water system and the City will operate and maintain the Offsite Facilities.

Section 4.10 Conveyance of Onsite Facilities. Developer shall construct at its own expense all Onsite Facilities. Prior to the initiation of Retail Water Service, Developer shall convey the Onsite Facilities to the City. Developer shall execute and deliver to the City properly executed bills of sale, assignments, or other instruments of transfer in a form that is acceptable to the City attorney that are reasonably necessary to convey the Onsite Facilities. Developer shall also provide documentation to the City of any warranty in effect at the time of conveyance to the City of the Onsite Facilities.

Section 4.11 Representations by Developer. Developer represents that:

(a) This Agreement, the transactions contemplated herein, and the execution and delivery of this Agreement have been duly authorized by Developer.

(b) This Agreement and the representations and covenants contained herein, and the consummation of the transactions contemplated herein, will not violate or constitute a breach of any contract or other agreement to which Developer is a party, or any order, judgment, or decision against Developer.

ARTICLE V
COMMENCEMENT OF SERVICE, RATES, AND FEES

Section 5.1 Impact, Reservation, and Other Fees. Developer shall pay, or cause to be paid, all rates and charges as specified in Section 20.06.004 (Water Rates and Charges) of the City's Code of Ordinances as amended from time to time and as specified with City Rules and Policies.

Section 5.2 Rates and Charges for Retail Customers of City. Upon commencement of retail water service by the City pursuant to Article IV of this Agreement, the Retail Customer in the Proposed Development shall pay rates, fees and charges for water service in accordance with City Rules and Policies.

Section 5.3 No Implied Waivers or Credits. Nothing in this Agreement shall be interpreted to waive service conditions for Retail Customers in the Proposed Development or otherwise grant credit to Developer or the Proposed Development or any portion thereof for any fee, charge, or payment, otherwise applicable under this Agreement or the City's Rules and Policies.

Section 5.4 Restrictions on Service. Unless the prior approval of City is obtained, the Developer shall not:

(a) construct or install additional water lines or facilities to service areas outside the Proposed Development;
(b) add any additional lands to the Proposed Development for which water service is to be provided pursuant to this agreement; or
(c) connect or serve any person or entity who, in turn, sells water service directly or indirectly to another person or entity.

Section 5.5 Charges Related to Agreement. Within 30 days of being billed by the City, Developer shall reimburse City the following: (1) City's reasonably necessary engineering and legal fees incurred to prepare, negotiate, interpret, and implement this Agreement (with a 20% administrative charge); and (2) any fees charged to the City by the WTCPUA for water service to the Proposed Development which has not already been paid by Developer.

ARTICLE VI
TERM; DEFAULT

Section 6.1 Term; Termination. This Agreement shall become effective upon the latest date of execution by either the Developer or the City (the "Effective Date'). Unless otherwise earlier terminated, this Agreement shall extend from the Effective-Date for as long as the City provides retail water service to the Proposed Development.

This Agreement shall terminate and the commitment of water service to the Proposed Development will be null and void if the Developer does not maintain compliance with the requirements needed to retain the service commitment from the WTCPUA pursuant to the Service Agreement.

Section 6.2 Default. In the event that Developer defaults on or materially breaches any one or more of the provisions of this Agreement, the City shall give Developer thirty (30) days to cure such default or material breach after the City has made written demand to cure the same. A breach is material if Developer fails to meet or otherwise violates its obligations and responsibilities as set forth in this Agreement. If Developer fails to cure a breach or default involving the payment of money to within such thirty days or fails to cure or take reasonable steps to effectuate such a cure within thirty days if the breach or default does not involve the payment of money and is not capable of being cured within thirty days, City may terminate this Agreement upon written notice to Developer. Upon such termination, City will retain all payments made, if any, by Developer to the City made under this Agreement and City shall have no duty to extend water service to Retail Customers within the Proposed Development after the date of termination. If any default is not capable of being cured within thirty (30) days, then City may not terminate this Agreement or exercise any other remedies under this Agreement so long as Developer diligently and continuously pursues curative action to completion.

In the event that City defaults on or materially breaches any one or more of the provisions of this Agreement, Developer shall give City thirty (30) days to cure such default or material breach after Developer has made written demand to cure the same and before Developer files suit to enforce the Agreement. In the event of default by City, Developer may, as its sole and exclusive remedy,

either: (a) seek specific performance or a writ of mandamus from a court of competent jurisdiction compelling and requiring City and its officers to observe and perform their obligations under this Agreement; or (b) if specific performance and a writ of mandamus are barred by governmental immunity, then pursue all other legal and equitable remedies.. A breach is material if the City violates its obligations and responsibilities as set forth in this Agreement.

ARTICLE VII
GENERAL PROVISIONS

Section 7.1 Governing Law, Jurisdiction and Venue. This Agreement must be construed and enforced in accordance with the laws of the State of Texas, as they apply to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The Parties acknowledge that this Agreement is performable in Hays County, Texas and hereby submit to the jurisdiction of the courts of Hays County, and hereby agree that any such court shall be a proper forum for the determination of any dispute arising hereunder.

Section 7.2 Notice. Any notices, approvals, or other communications required to be given by one Party to another under this Agreement (a "Notice") shall be given in writing addressed to the Party to be notified at the address set forth below and shall be deemed given: (a) when the Notice is delivered in person to the person to whose attention the Notice is addressed; (b) when received if the Notice is deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid; (c) when the Notice is delivered by Federal Express, UPS, or another nationally recognized courier service with evidence of delivery signed by any person at the delivery address; or (d) five business days after the Notice is sent by FAX (with electronic confirmation by the sending FAX machine) with a confirming copy sent by United States mail within 48 hours after the FAX is sent. If any date or period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the Notice shall be extended to the first business day following the Saturday, Sunday, or legal holiday. For the purpose of giving any Notice, the addresses of the Parties are set forth below. The Parties may change the information set forth below by sending Notice of such changes to the other Party as provided in this section.

To the City:

City of Dripping Springs, Texas
Attn: City Secretary
P. O. Box 384
Dripping Springs, Texas 78620
FAX: (512) 858-5646

City of Dripping Springs, Texas
Attn: City Administrator
P. O. Box 384
Dripping Springs, Texas 78620
FAX: (512) 858-5646

To Developer:

Meritage Homes of Texas, LLC
Attn: Elliot Jones
8920 Business Park Drive, Suite 350
Austin, Texas 78759

AND

Meritage Homes Corporation
Attn: General Counsel
8800 E. Raintree Drive, Suite 300
Scottsdale, AZ 85260

Section 7.3 Assignment. Owner may assign this Agreement to another owner of the Land without the consent of City provided the assignee agrees to be bound by the obligations contained herein. This Agreement is binding on Owner's successors and assigns, including future owners of any land or structures within the Proposed Development.

Section 7.4 Amendment. This Agreement may be amended only with the written consent of the Developer and approval of the governing body of the City.

Section 7.5 No Waiver. Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by a writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party hereto of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

Section 7.6 Severability. The provisions of this Agreement are severable and, in the event any word, phrase, clause, sentence, paragraph, section, or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held or determined to be invalid, illegal, or unenforceable for any reason, and the extent of such invalidity or unenforceability does not cause substantial deviation from the underlying intent of the Parties as expressed in this Agreement, then such provision shall be deemed severed from this Agreement with respect to such person, entity or circumstance, without invalidating the remainder of this Agreement or the application of such provision to other persons, entities or circumstances, and a new provision shall be deemed substituted in lieu of the provision so severed which new provision shall, to the extent possible, accomplish the intent of the Parties as evidenced by the provision so severed.

Section 7.7 Captions. Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of the agreement.

Section 7.8 Interpretation. The Parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto. As used in this Agreement, the term "include" or "including" means to include "without limitation." Any provision of this Agreement that provides for the agreement or approval of the City staff or City Council, such agreement or approval may be withheld or conditioned by the staff or City Council in its sole discretion.

Section 7.9 Counterpart Originals. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

Section 7.10 Force Majeure. If any Party is delayed in meeting, or fails to meet, a deadline required by this Agreement (other than a deadline to pay money due and payable hereunder), and such delay or failure is due to causes beyond that Party's reasonable control, including, without limitation, failure of suppliers, contractors, subcontractors and carriers, then the dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused, provided that the Party experiencing the failure or delay gives the other Party reasonably prompt Notice specifically describing the cause relied upon.

Section 7.11 Incorporation of Exhibits by Reference. All exhibits attached to this Agreement are incorporated into this Agreement by reference for the purposes set forth herein.

Section 7.12 Obligations Fulfilled by District. Any obligation imposed on the Developer by this Agreement may be fulfilled by the District and upon the District's acceptance of the Developer's obligations contained herein, the Developer is relieved of performing such obligations.

IN WITNESS WHEREOF, this instrument is executed on the Effective Date.

CITY OF DRIPPING SPRINGS, TEXAS

Attest:

_____ By:_____

Name: Bill Foulds, Mayor
City Secretary

Date:_____

STATE OF TEXAS
COUNTY OF HAYS

This instrument was acknowledged before me on _____, 2021 by Bill Foulds, Mayor of the City of Dripping Springs, Texas general laws municipality, on behalf of said municipality.

_____
Notary Public, State of Texas

Meritage Homes of Texas, LLC**,**
an Arizona limited liability company

By: _____
Name: _____
Title: _____
Date:_____

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on _____, 2021 by _____, _____ of **Meritage Homes of Texas, LLC**, an Arizona limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

Exhibit “A”

Property Description

Exhibit "A"

DOUCET & ASSOCIATES

7401B Highway 71 West, Suite 160
Austin, TX 78735
Office: 512.583.2600
Fax: 512.583.2601

Doucetengineers.com

Cynosure **D&A Job No. 1691-004**
Hays County, Texas **August 18, 2020**

METES & BOUNDS DESCRIPTION

BEING A 283.42 ACRE TRACT OF LAND OUT OF THE I.V. DAVIS, JR. PREEMPTION SURVEY, ABSTRACT NUMBER 673, AND THE EDWARD W. BROWN SURVEY NUMBER 136, ABSTRACT NUMBER 44, HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 291-1/3 ACRE TRACT, DESCRIBED TO CYNOSURE CORPORATION, AS RECORDED IN VOLUME 258, PAGE 123 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS [D.R.H.C.T.], SAID 291-1/3 ACRE TRACT BEING OUT OF A CALLED 599 ACRE TRACT DESCRIBED IN VOLUME 106, PAGE 31 [D.R.H.C.T.]; SAID 283.42 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8-INCH IRON PIPE IN THE REMAINS OF A ROCK MOUND, FOUND FOR THE NORTHEAST CORNER OF THE PHILIP A. SMITH SURVEY, NUMBER 26, ABSTRACT NUMBER 415, AND A CALLED 206.2 ACRE TRACT, DESCRIBED IN VOLUME 2639, PAGE 403 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS [O.P.R.H.C.T.], SAME BEING AN INTERNAL CORNER OF SAID ABSTRACT NUMBER 44, SAME BEING THE SOUTH CORNER OF A CALLED 29.78 ACRE TRACT DESCRIBED IN VOLUME 2486, PAGE 541 [O.P.R.H.C.T.], AND SAME BEING THE NORTHWEST CORNER OF SAID 291-1/3 ACRE TRACT;

THENCE N60°08'25"E, WITH THE SOUTHEAST LINE OF SAID 29.78 ACRE TRACT, A DISTANCE OF 1,550.74 FEET TO A 1/2-INCH IRON ROD FOUND AT THE EAST CORNER OF SAID 29.78 ACRE TRACT, SAME BEING ON THE SOUTHWEST LINE OF THE REMAINDER OF A CALLED 1,364.31 ACRE TRACT RECORDED IN DOCUMENT NUMBER 04015659 [O.P.R.H.C.T.], AND BEING THE NORTH CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S30°08'26"E, WITH THE SOUTHWEST LINE OF SAID REMAINDER TRACT AND THE SOUTHWEST LINE OF A CALLED 1,034.73 ACRE TRACT, DESCRIBED IN VOLUME 4832, PAGE 118 [O.P.R.H.C.T.], PASSING AT A DISTANCE OF 1,756.96 FEET A 1/2-INCH IRON ROD WITH A "DELTA" CAP FOUND AT THE SOUTH CORNER OF SAID REMAINDER TRACT, SAME BEING THE WEST CORNER OF SAID 1,034.73 ACRE TRACT, AND CONTINUING IN TOTAL 2,168.63 FEET TO A STONE MOUND WITH 60D NAIL FOUND FOR THE COMMON CORNERS OF SAID ABSTRACT NUMBER 44, THE W.R. WOOD SURVEY, ABSTRACT NUMBER 567, AND THE J.F. GILBERT SURVEY, ABSTRACT NUMBER 811, ALL IN HAYS COUNTY, TEXAS;

THENCE CONTINUING S30°08'26"E, WITH THE SOUTHEAST LINE OF SAID 599 ACRE TRACT, THE SOUTHWEST LINE OF SAID 1,034.73 ACRE TRACT, SAME BEING THE SOUTHWEST LINE OF SAID ABSTRACT NUMBER 811 AND THE SOUTHWEST LINE OF THE LEVI LEWIS SURVEY NUMBER 154, ABSTRACT NUMBER 639, HAYS COUNTY, TEXAS, PASSING AT A DISTANCE OF 1,854.96 FEET A 1/2-INCH IRON ROD WITH A "DELTA" CAP FOUND FOR REFERENCE, PASSING AT A DISTANCE OF

1,925.27 FEET A 1/2-INCH IRON ROD WITH A "DELTA" CAP FOUND FOR REFERENCE, AND CONTINUING IN TOTAL 3,113.19 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET AT THE EAST CORNER OF SAID 291-1/3 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF A CALLED 135.92 ACRE TRACT, RECORDED IN VOLUME 3553, PAGE 378 [O.P.R.H.C.T.] AND BEING DESCRIBED AS "SHARE NUMBER ONE" IN VOLUME 198, PAGE 151 IN THE DEED RECORDS OF HAYS COUNTY, TEXAS [D.R.H.C.T.], FOR THE EAST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A STONE MOUND WITH A 60D NAIL FOUND ON THE NORTH LINE OF THE WILLIAM WALKER SURVEY NUMBER 130, ABSTRACT NUMBER 475, HAYS COUNTY, TEXAS, SAME BEING AT THE SOUTHEAST CORNER OF SAID ABSTRACT NUMBER 44, AND ALSO BEING AT THE SOUTHWEST CORNER OF SAID ABSTRACT NUMBER 639, BEARS S30°08'26"E, A DISTANCE OF 1,380.12 FEET;

THENCE S89°15'51”W, WITH A SOUTH LINE OF SAID 291-1/3 ACRE TRACT, SAME BEING THE NORTH LINE OF SAID 135.92 ACRE TRACT AND THE NORTH LINE OF A CALLED 277.23 ACRE TRACT, SHARE NUMBER TWO, DESCRIBED IN SAID VOLUME 198, PAGE 151 [D.R.H.C.T.], PASSING AT A DISTANCE OF 1,670.47 FEET A 1/2-INCH IRON PIPE FOUND FOR REFERENCE, AND CONTINUING IN TOTAL 3,043.33 FEET TO A 60D NAIL FOUND IN A 1/2-INCH IRON PIPE FOUND FOR AN INTERIOR ELL CORNER OF SAID 291-1/3 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF SAID 277.23 ACRE TRACT, FOR AN INTERIOR ELL CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE WITH AN EAST LINE OF SAID 599 ACRE TRACT, AND THE EAST LINE OF SAID 291-1/3 ACRE TRACT, AND AN OLD WIRE FENCE FOUND FOR THE WEST LINE OF A CALLED 100 ACRE TRACT DESCRIBED IN VOLUME 46, PAGE 53 [D.R.H.C.T.], SAME BEING A WEST LINE OF SAID SHARE NUMBER TWO, THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1. S11°59'53”E, A DISTANCE OF 327.25 FEET TO A 1/2-INCH IRON PIPE FOUND FOR AN ANGLE POINT;

2. S14°46'26”E, A DISTANCE OF 324.06 FEET TO A FENCE POST FOUND FOR AN ANGLE POINT;

3. S20°28'59”E, A DISTANCE OF 204.36 FEET TO A FENCE POST FOUND FOR AN ANGLE POINT;

4. S09°17'53”W, A DISTANCE OF 327.10 FEET TO A FENCE POST FOUND FOR AN ANGLE POINT;

5. S21°13'11”W, A DISTANCE OF 64.75 FEET TO FENCE POST FOUND FOR AN ANGLE POINT;

6. S50°38'14”W, A DISTANCE OF 53.17 FEET TO A 1/2-INCH IRON PIPE FOUND FOR THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID 291-1/3 ACRE TRACT, SAME BEING AN INTERIOR ELL CORNER OF SAID SHARE NUMBER TWO, ALSO BEING ON THE SOUTH LINE OF SAID ABSTRACT NUMBER 673, SAME BEING THE NORTH LINE OF THE C.H. MALOTT SURVEY, ABSTRACT NUMBER 693, HAYS COUNTY, TEXAS, FOR THE MOST SOUTHERLY SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S89°00'33"W, WITH THE MOST SOUTHERLY LINE OF SAID 291-1/3 ACRE TRACT, SAME BEING A NORTHERLY LINE OF SAID SHARE NUMBER TWO, ALSO BEING THE SOUTH LINE OF SAID ABSTRACT NUMBER 673, SAME BEING THE NORTH LINE OF SAID ABSTRACT NUMBER 693, PASSING AT A DISTANCE OF 446.98 FEET A 1/2-INCH IRON PIPE FOUND FOR REFERENCE, AND CONTINUING FOR A TOTAL DISTANCE OF 566.43 FEET TO A 1/2-INCH IRON ROD WITH A "DOUCET" CAP SET AT THE SOUTHEAST CORNER OF A PROPOSED 13.585 ACRE TRACT, FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE OVER AND ACROSS SAID ABSTRACT NUMBER 673 AND SAID 291-1/3 ACRE TRACT, PARALLEL TO AND OFFSET WEST FROM THE CENTERLINE OF A DRY CREEK BED, THE FOLLOWING TWENTY-SIX (26) COURSES AND DISTANCES:

1. N02°04'33"W, PASSING AT A DISTANCE OF 18.92 FEET A 1/2-INCH IRON PIPE FOUND FOR REFERENCE, AND CONTINUING FOR A TOTAL DISTANCE OF 94.44 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;

2. N30°08'52"W, A DISTANCE OF 18.63 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;

3. N04°12'41"E, A DISTANCE OF 29.46 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;

4. N37°58'31"W, A DISTANCE OF 81.75 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;

5. N03°03'30"E, A DISTANCE OF 77.47 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;

6. N32°35'23"E, A DISTANCE OF 70.59 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;

7. N45°11'02"W, A DISTANCE OF 97.26 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;

8. N33°29'02"W, A DISTANCE OF 58.75 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;

9. N21°39'42"E, A DISTANCE OF 31.90 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;

10. N06°13'51"W, A DISTANCE OF 139.51 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;

11. N00°23'49"E, A DISTANCE OF 75.11 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;

12. N17°52'08"W, A DISTANCE OF 67.64 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;

13. N11°19'38"E, A DISTANCE OF 104.20 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;

14. N17°34'19"W, A DISTANCE OF 110.33 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;

15. N07°27'07"W, A DISTANCE OF 254.36 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;

16. N05°34'05"E, A DISTANCE OF 96.36 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;

17. N14°14'54"E, A DISTANCE OF 114.91 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;

18. N10°23'00"W, A DISTANCE OF 154.36 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;

19. N19°22'37"W, A DISTANCE OF 148.90 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;

20. N17°43'46"W, A DISTANCE OF 120.76 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;

21. N14°17'07"W, A DISTANCE OF 131.27 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;

22. N03°58'38"E, A DISTANCE OF 43.46 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;

23. N41°27'27"W, A DISTANCE OF 51.28 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;

24. N35°39'02"W, A DISTANCE OF 159.05 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;

25. N11°24'17"W, A DISTANCE OF 103.63 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;

26. N17°06'33"W, A DISTANCE OF 30.00 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET ON THE EAST LINE OF SAID 206.2 ACRE TRACT, SAME BEING THE EAST LINE OF SAID

ABSTRACT NUMBER 415, ALSO BEING THE WEST LINE OF SAID ABSTRACT NUMBER 673 AND SAID 599 ACRE TRACT, AND ALSO BEING THE NORTH CORNER OF SAID PROPOSED 13.585 ACRE TRACT, FROM WHICH A 1-INCH IRON PIPE FOUND FOR THE NORTHEAST CORNER OF A CALLED 200 ACRE TRACT RECORDED IN VOLUME 171, PAGE 229 [D.R.H.C.T.], SAME BEING THE SOUTHEAST CORNER OF SAID 206.2 ACRE TRACT, ALSO BEING ON THE NORTH LINE OF A CALLED 200.4 ACRE TRACT, RECORDED IN DOCUMENT NUMBER 18036374 [O.P.R.H.C.T.], BEARS S00°50'48"E, A DISTANCE OF 485.11 FEET;

THENCE N00°50'48"W, WITH THE EAST LINE OF SAID ABSTRACT NUMBER 415 AND SAID 206.2 ACRE TRACT, SAME BEING THE WEST LINE OF SAID ABSTRACT NUMBER 673, SAID 291-1/3 ACRE TRACT, AND SAID 599 ACRE TRACT, PASSING AT A DISTANCE OF 1,566.62 FEET, A POINT FROM WHICH A STONE MOUND, FOUND FOR THE NORTHEAST CORNER OF SAID ABSTRACT NUMBER 673, BEARS N89°09'19"E, A DISTANCE OF 1,423.11 FEET, AND CONTINUING FOR A TOTAL DISTANCE OF 2,777.38 FEET, BACK TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT, CONTAINING 283.42 ACRES.

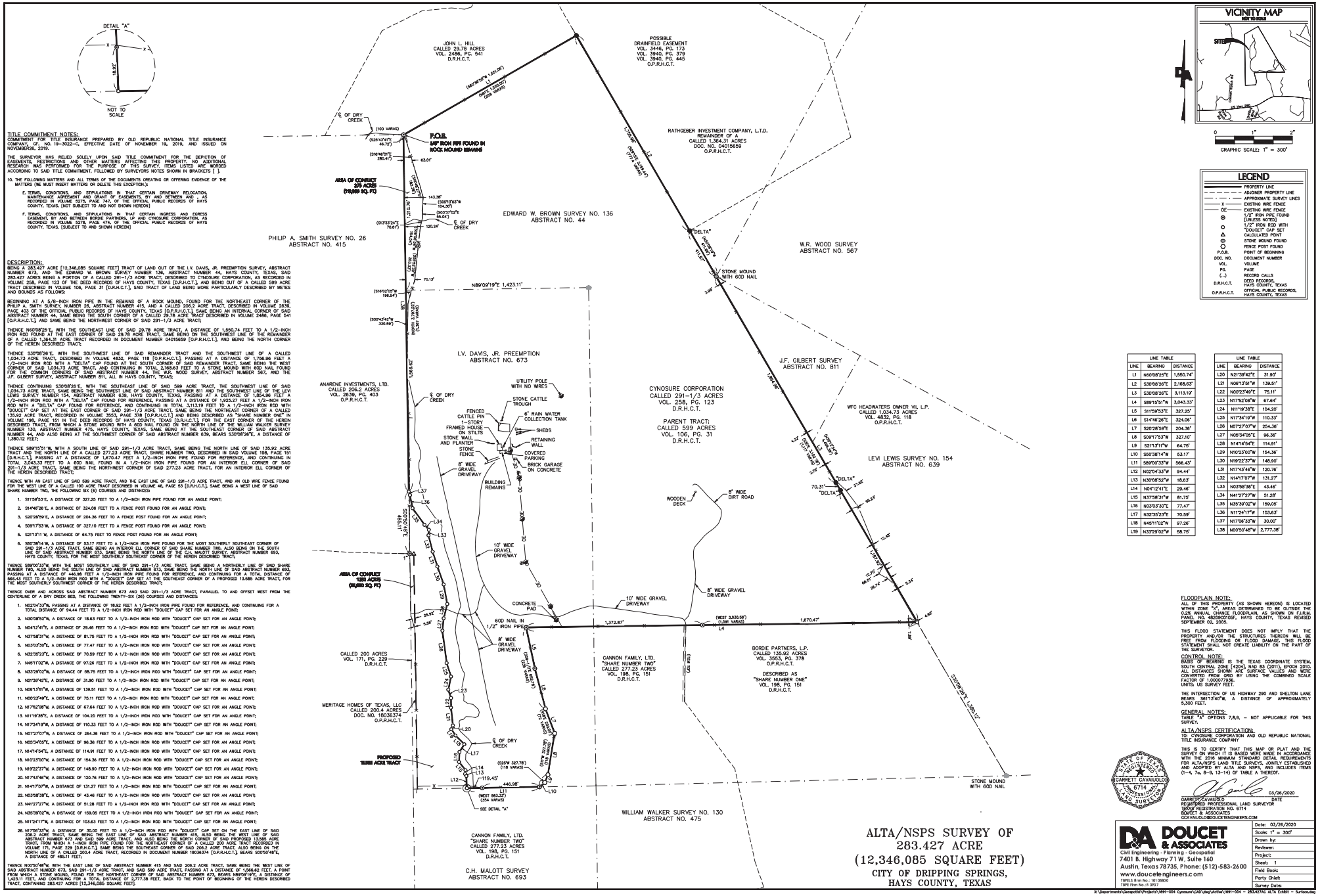
I, Garrett Cavaiuolo, Registered Professional Land Surveyor, hereby certify that this property description represents an actual survey performed on the ground under my supervision.

8/18/2020

Garrett Cavaiuolo
Registered Professional Land Surveyor
Texas Registration No. 6714
Doucet & Associates
GCavaiuolo@DoucetEngineers.com
TBPELS Firm Registration No. 10105800

Date

COMMITMENT YOU EXPECT.
EXPERIENCE YOU NEED.
PEOPLE YOU TRUST.



LEGEND

- PROPERTY LINE
- ADJOINER PROPERTY LINE
- APPROXIMATE SURVEY LINES
- EXISTING WIRE FENCE
- OE — EXISTING WIRE FENCE
- 1/2" IRON PIPE FOUND [UNLESS NOTED]
- 1/2" IRON ROD WITH "DOUCET" CAP SET
- CALCULATED POINT
- STONE MOUND FOUND
- FENCE POST FOUND
- P.O.B. — POINT OF BEGINNING
- DOC. NO. — DOCUMENT NUMBER
- VOL. — VOLUME
- PG. — PAGE
- (...) — RECORD CALLS
- D.R.H.C.T. — DEED RECORDS, HAYS COUNTY, TEXAS
- O.P.R.H.C.T. — OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS

TITLE COMMITMENT NOTES:
COMMITMENT FOR TITLE INSURANCE PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, GF. NO. 19-3022-C, EFFECTIVE DATE OF NOVEMBER 19, 2019, AND ISSUED ON NOVEMBER26, 2019.

THE SURVEYOR HAS RELIED SOLELY UPON SAID TITLE COMMITMENT FOR THE DEPICTION OF EASEMENTS, RESTRICTIONS AND OTHER MATTERS AFFECTING THIS PROPERTY. NO ADDITIONAL RESEARCH WAS PERFORMED FOR THE PURPOSE OF THIS SURVEY. ITEMS LISTED ARE WORDED ACCORDING TO SAID TITLE COMMITMENT, FOLLOWED BY SURVEYORS NOTES SHOWN IN BRACKETS [ ].

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION:)

E. TERMS, CONDITIONS, AND STIPULATIONS IN THAT CERTAIN DRIVEWAY RELOCATION, MAINTENANCE AGREEMENT AND GRANT OF EASEMENTS, BY AND BETWEEN AND , AS RECORDED IN VOLUME 5275, PAGE 747, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. [NOT SUBJECT TO AND NOT SHOWN HEREON]

F. TERMS, CONDITIONS, AND STIPULATIONS IN THAT CERTAIN INGRESS AND EGRESS EASEMENT, BY AND BETWEEN BORDIE PARTNERS, L.P. AND CYNOSURE CORPORATION, AS RECORDED IN VOLUME 5278, PAGE 474, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. [SUBJECT TO AND SHOWN HEREON]

DESCRIPTION:
BEING A 283.427 ACRE [12,346,085 SQUARE FEET] TRACT OF LAND OUT OF THE I.V. DAVIS, JR. PREEMPTION SURVEY, ABSTRACT NUMBER 673, AND THE EDWARD W. BROWN SURVEY NUMBER 136, ABSTRACT NUMBER 44, HAYS COUNTY, TEXAS, SAID 283.427 ACRES BEING A PORTION OF A CALLED 291-1/3 ACRE TRACT, DESCRIBED TO CYNOSURE CORPORATION, AS RECORDED IN VOLUME 258, PAGE 123 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS [D.R.H.C.T.], AND BEING OUT OF A CALLED 599 ACRE TRACT DESCRIBED IN VOLUME 106, PAGE 31 [D.R.H.C.T.], SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8-INCH IRON PIPE IN THE REMAINS OF A ROCK MOUND, FOUND FOR THE NORTHEAST CORNER OF THE PHILIP A. SMITH SURVEY, NUMBER 26, ABSTRACT NUMBER 415, AND A CALLED 206.2 ACRE TRACT, DESCRIBED IN VOLUME 2639, PAGE 403 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS [O.P.R.H.C.T.], SAME BEING AN INTERNAL CORNER OF SAID ABSTRACT NUMBER 44, SAME BEING THE SOUTH CORNER OF A CALLED 29.78 ACRE TRACT DESCRIBED IN VOLUME 2486, PAGE 541 [O.P.R.H.C.T.], AND SAME BEING THE NORTHWEST CORNER OF SAID 291-1/3 ACRE TRACT;

THENCE N60°08'25"E, WITH THE SOUTHEAST LINE OF SAID 29.78 ACRE TRACT, A DISTANCE OF 1,550.74 FEET TO A 1/2-INCH IRON ROD FOUND AT THE EAST CORNER OF SAID 29.78 ACRE TRACT, SAME BEING ON THE SOUTHWEST LINE OF THE REMAINDER OF A CALLED 1,364.31 ACRE TRACT RECORDED IN DOCUMENT NUMBER 04015659 [O.P.R.H.C.T.], AND BEING THE NORTH CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S30°08'26"E, WITH THE SOUTHWEST LINE OF SAID REMAINDER TRACT AND THE SOUTHWEST LINE OF A CALLED 1,034.73 ACRE TRACT, DESCRIBED IN VOLUME 4832, PAGE 118 [O.P.R.H.C.T.], PASSING AT A DISTANCE OF 1,756.96 FEET A 1/2-INCH IRON ROD WITH A "DELTA" CAP FOUND AT THE SOUTH CORNER OF SAID REMAINDER TRACT, SAME BEING THE WEST CORNER OF SAID 1,034.73 ACRE TRACT, AND CONTINUING IN TOTAL 2,168.63 FEET TO A STONE MOUND WITH 60D NAIL FOUND FOR THE COMMON CORNERS OF SAID ABSTRACT NUMBER 44, THE W.R. WOOD SURVEY, ABSTRACT NUMBER 567, AND THE J.F. GILBERT SURVEY, ABSTRACT NUMBER 811, ALL IN HAYS COUNTY, TEXAS;

THENCE CONTINUING S30°08'26"E, WITH THE SOUTHEAST LINE OF SAID 599 ACRE TRACT, THE SOUTHWEST LINE OF SAID 1,034.73 ACRE TRACT, SAME BEING THE SOUTHWEST LINE OF SAID ABSTRACT NUMBER 811 AND THE SOUTHWEST LINE OF THE LEVI LEWIS SURVEY NUMBER 154, ABSTRACT NUMBER 639, HAYS COUNTY, TEXAS, PASSING AT A DISTANCE OF 1,854.96 FEET A 1/2-INCH IRON ROD WITH A "DELTA" CAP FOUND FOR REFERENCE, PASSING AT A DISTANCE OF 1,925.27 FEET A 1/2-INCH IRON ROD WITH A "DELTA" CAP FOUND FOR REFERENCE, AND CONTINUING IN TOTAL 3,113.19 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET AT THE EAST CORNER OF SAID 291-1/3 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF A CALLED 135.92 ACRE TRACT, RECORDED IN VOLUME 3553, PAGE 378 [O.P.R.H.C.T.] AND BEING DESCRIBED AS "SHARE NUMBER ONE" IN VOLUME 198, PAGE 151 IN THE DEED RECORDS OF HAYS COUNTY, TEXAS [D.R.H.C.T.] FOR THE EAST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A STONE MOUND WITH A 60D NAIL FOUND ON THE NORTH LINE OF THE WILLIAM WALKER SURVEY NUMBER 130, ABSTRACT NUMBER 475, HAYS COUNTY, TEXAS, SAME BEING AT THE SOUTHEAST CORNER OF SAID ABSTRACT NUMBER 44, AND ALSO BEING AT THE SOUTHWEST CORNER OF SAID ABSTRACT NUMBER 639, BEARS S30°08'26"E, A DISTANCE OF 1,380.72 FEET;

THENCE S89°51'51"W, WITH A SOUTH LINE OF SAID 291-1/3 ACRE TRACT, SAME BEING THE NORTH LINE OF SAID 135.92 ACRE TRACT AND THE NORTH LINE OF A CALLED 277.23 ACRE TRACT, SHARE NUMBER TWO, DESCRIBED IN SAID VOLUME 198, PAGE 151 [D.R.H.C.T.], PASSING AT A DISTANCE OF 1,670.47 FEET A 1/2-INCH IRON PIPE FOUND FOR REFERENCE, AND CONTINUING IN TOTAL 3,043.33 FEET TO A 60D NAIL FOUND IN A 1/2-INCH IRON PIPE FOUND FOR AN INTERIOR ELL CORNER OF SAID 291-1/3 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF SAID 277.23 ACRE TRACT, FOR AN INTERIOR ELL CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE WITH AN EAST LINE OF SAID 599 ACRE TRACT, AND THE EAST LINE OF SAID 291-1/3 ACRE TRACT, AND AN OLD WIRE FENCE FOUND FOR THE WEST LINE OF A CALLED 100 ACRE TRACT DESCRIBED IN VOLUME 46, PAGE 53 [D.R.H.C.T.], SAME BEING A WEST LINE OF SAID SHARE NUMBER TWO, THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1. S11°59'53"E, A DISTANCE OF 327.25 FEET TO A 1/2-INCH IRON PIPE FOUND FOR AN ANGLE POINT;
2. S14°46'26"E, A DISTANCE OF 324.06 FEET TO A FENCE POST FOUND FOR AN ANGLE POINT;
3. S20°28'59"E, A DISTANCE OF 204.36 FEET TO A FENCE POST FOUND FOR AN ANGLE POINT;
4. S09°17'53"W, A DISTANCE OF 327.10 FEET TO A FENCE POST FOUND FOR AN ANGLE POINT;
5. S21°13'11"W, A DISTANCE OF 64.75 FEET TO FENCE POST FOUND FOR AN ANGLE POINT;
6. S80°38'14"W, A DISTANCE OF 53.17 FEET TO A 1/2-INCH IRON PIPE FOUND FOR THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID 291-1/3 ACRE TRACT, SAME BEING AN INTERIOR ELL CORNER OF SAID SHARE NUMBER TWO, ALSO BEING ON THE SOUTH LINE OF SAID ABSTRACT NUMBER 673, SAME BEING THE NORTH LINE OF THE C.H. MALOTT SURVEY, ABSTRACT NUMBER 693, HAYS COUNTY, TEXAS, FOR THE MOST SOUTHERLY SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S89°00'33"W, WITH THE MOST SOUTHERLY LINE OF SAID 291-1/3 ACRE TRACT, SAME BEING A NORTHERLY LINE OF SAID SHARE NUMBER TWO, ALSO BEING THE SOUTH LINE OF SAID ABSTRACT NUMBER 673, SAME BEING THE NORTH LINE OF SAID ABSTRACT NUMBER 693, PASSING AT A DISTANCE OF 446.98 FEET A 1/2-INCH IRON PIPE FOUND FOR REFERENCE, AND CONTINUING FOR A TOTAL DISTANCE OF 566.43 FEET TO A 1/2-INCH IRON ROD WITH A "DOUCET" CAP SET AT THE SOUTHEAST CORNER OF A PROPOSED 13.585 ACRE TRACT, FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE OVER AND ACROSS SAID ABSTRACT NUMBER 673 AND SAID 291-1/3 ACRE TRACT, PARALLEL TO AND OFFSET WEST FROM THE CENTERLINE OF A DRY CREEK BED, THE FOLLOWING TWENTY-SIX (26) COURSES AND DISTANCES:

1. N02°04'33"W, PASSING AT A DISTANCE OF 18.92 FEET A 1/2-INCH IRON PIPE FOUND FOR REFERENCE, AND CONTINUING FOR A TOTAL DISTANCE OF 94.44 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
2. N30°08'52"W, A DISTANCE OF 18.63 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
3. N04°12'41"E, A DISTANCE OF 29.46 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
4. N37°58'31"W, A DISTANCE OF 81.75 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
5. N03°03'30"E, A DISTANCE OF 77.47 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
6. N32°35'23"E, A DISTANCE OF 70.59 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
7. N45°11'02"W, A DISTANCE OF 97.26 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
8. N33°29'02"W, A DISTANCE OF 58.75 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
9. N21°39'42"E, A DISTANCE OF 31.90 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
10. N06°13'51"W, A DISTANCE OF 139.51 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
11. N00°23'49"E, A DISTANCE OF 75.11 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
12. N17°52'08"W, A DISTANCE OF 67.64 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
13. N11°19'38"E, A DISTANCE OF 104.20 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
14. N17°34'19"W, A DISTANCE OF 110.33 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
15. N07°27'07"W, A DISTANCE OF 254.36 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
16. N05°34'05"E, A DISTANCE OF 96.36 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
17. N14°41'54"E, A DISTANCE OF 114.91 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
18. N10°23'00"W, A DISTANCE OF 154.36 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
19. N19°22'37"W, A DISTANCE OF 148.90 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
20. N17°43'46"W, A DISTANCE OF 120.76 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
21. N14°17'07"W, A DISTANCE OF 131.27 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
22. N03°58'38"E, A DISTANCE OF 43.46 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
23. N41°27'27"W, A DISTANCE OF 51.28 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
24. N35°39'02"W, A DISTANCE OF 159.05 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
25. N11°24'17"W, A DISTANCE OF 103.63 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
26. N17°06'33"W, A DISTANCE OF 30.00 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET ON THE EAST LINE OF SAID 206.2 ACRE TRACT, SAME BEING THE EAST LINE OF SAID ABSTRACT NUMBER 415 AND SAID ABSTRACT NUMBER 44, SAME BEING THE WEST LINE OF SAID ABSTRACT NUMBER 673, AND THE WEST LINE OF A CALLED 200 ACRE TRACT, DESCRIBED AS TRACT 1, FROM WHICH A 1/2-INCH IRON PIPE FOUND FOR THE NORTHEAST CORNER OF A CALLED 200 ACRE TRACT RECORDED IN VOLUME 171, PAGE 229 [D.R.H.C.T.] SAME BEING THE SOUTHEAST CORNER OF SAID 206.2 ACRE TRACT, ALSO BEING ON THE NORTH LINE OF A CALLED 200.4 ACRE TRACT, RECORDED IN DOCUMENT NUMBER 18036374 [O.P.R.H.C.T.], BEARS S00°07'48"E, A DISTANCE OF 485.11 FEET;

THENCE N00°07'48"W, WITH THE EAST LINE OF SAID ABSTRACT NUMBER 415 AND SAID 206.2 ACRE TRACT, SAME BEING THE WEST LINE OF SAID ABSTRACT NUMBER 673, SAID 291-1/3 ACRE TRACT, AND SAID 599 ACRE TRACT, PASSING AT A DISTANCE OF 1,566.62 FEET, A POINT FROM WHICH A STONE MOUND, FOUND FOR THE NORTHEAST CORNER OF SAID ABSTRACT NUMBER 673, BEARS N89°09'19"E, A DISTANCE OF 1,423.11 FEET, AND CONTINUING FOR A TOTAL DISTANCE OF 2,777.36 FEET, BACK TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT, CONTAINING 283.427 ACRES [12,346,085 SQUARE FEET].

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N60°08'25"E	1,550.74'
L2	S30°08'26"E	2,168.63'
L3	S30°08'26"E	3,113.19'
L4	S89°15'51"W	3,043.33'
L5	S11°59'53"E	327.25'
L6	S14°46'26"E	324.06'
L7	S20°28'59"E	204.36'
L8	S09°17'53"W	327.10'
L9	S21°13'11"W	64.75'
L10	S80°38'14"W	53.17'
L11	S89°00'33"W	566.43'
L12	N02°04'33"W	94.44'
L13	N30°08'52"W	18.63'
L14	N04°12'41"E	29.46'
L15	N37°58'31"W	81.75'
L16	N03°03'30"E	77.47'
L17	N32°35'23"E	70.59'
L18	N45°11'02"W	97.26'
L19	N33°29'02"W	58.75'

LINE TABLE		
LINE	BEARING	DISTANCE
L20	N21°39'42"E	31.90'
L21	N06°13'51"W	139.51'
L22	N00°23'49"E	75.11'
L23	N17°52'08"W	67.64'
L24	N11°19'38"E	104.20'
L25	N17°34'19"W	110.33'
L26	N07°27'07"W	254.36'
L27	N05°34'05"E	96.36'
L28	N14°41'54"E	114.91'
L29	N10°23'00"W	154.36'
L30	N19°22'37"W	148.90'
L31	N17°43'46"W	120.76'
L32	N14°17'07"W	131.27'
L33	N03°58'38"E	43.46'
L34	N41°27'27"W	51.28'
L35	N35°39'02"W	159.05'
L36	N11°24'17"W	103.63'
L37	N17°06'33"W	30.00'
L38	N00°07'48"W	2,777.36'

FLOODPLAIN NOTE:
ALL OF THIS PROPERTY (AS SHOWN HEREON) IS LOCATED WITHIN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON F.I.R.M. PANEL NO. 48209C0135F, HAYS COUNTY, TEXAS REVISED SEPTEMBER 02, 2005.

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.

CONTROL NOTE:
BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE [4204] NAD 83 (2011), EPOCH 2010. ALL DISTANCES SHOWN ARE SURFACE VALUES AND WERE CONVERTED FROM GRID BY USING THE COMBINED SCALE FACTOR of 1.00007736.
UNITS: US SURVEY FEET.

THE INTERSECTION OF US HIGHWAY 290 AND SHELTON LANE BEARS S61°57'40"E, A DISTANCE OF APPROXIMATELY 5,300 FEET.

GENERAL NOTES:
TABLE "A" OPTIONS 7,8,9, – NOT APPLICABLE FOR THIS SURVEY.

ALTA/NSPS CERTIFICATION:
TO: CYNOSURE CORPORATION AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS (1–4, 7a, 8–9, 11) OF TABLE "A" THEREOF.

STATE OF TEXAS
GARRETT CAVAIUOLO
6714
REGISTERED
PROFESSIONAL
LAND SURVEYOR

GARRETT CAVAIUOLO — 03/26/2020
REGISTERED PROFESSIONAL LAND SURVEYOR — DATE
TEXAS REGISTRATION NO. 6714
DOUCET & ASSOCIATES
GCAVAIUOLO@DOUCETENGINEERS.COM

ALTA/NSPS SURVEY OF 283.427 ACRE (12,346,085 SQUARE FEET)
CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS

DOUCET & ASSOCIATES
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Austin, Texas 78735, Phone: (512)-583-2600
www.doucetengineers.com
TBPELS Firm No.: 101 05800
TBPE Firm No.: F-2937

Date:	03/26/2020
Scale:	1" = 300'
Drawn by:	
Reviewer:	
Project:	
Sheet:	1
Field Book:	
Party Chief:	
Survey Date:	

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