

TREE REMOVAL CREDIT AGREEMENT

This Tree Removal Credit Agreement, made and entered into this _____ by and between the **City of Dripping Springs**, Texas (hereinafter referred to as the “City”) and **Cuncasha, LLC**, (hereinafter referred to as “**Owner**”), is understood and agreed to be as set forth herein:

1. Background

- (a) The City and Owner previously entered into a Wastewater Facilities Agreement dated April 18, 2023, attached for ease of reference as Exhibit “C” to this Agreement (the “2023 Agreement”).
- (b) Under the terms of the 2023 Agreement and subsequent recorded easements (attached for ease of reference as Exhibit “B”), the City holds utility easement rights on and across portions of Owner’s property for construction of wastewater infrastructure (the “Easement Area”).
- (c) While the 2023 Agreement originally contemplated preservation of certain trees within the Easement Area, Owner has authorized the removal of trees and vegetation within the Easement Area in connection with the City’s wastewater improvements.
- (d) An inventory of trees within the Easement Area is attached for ease of reference as Exhibit “A” (the “Easement Area Tree Survey Data”).
- (e) The parties desire to establish a limited baseline adjustment, solely as expressly set forth herein, for certain protected standard trees removed within the Easement Area for the City project.

2. Definitions

For purposes of this Agreement:

- (a) “**Code**” means the City of Dripping Springs Code of Ordinances, as applied by the City in effect at the time a complete development application is submitted, except as otherwise expressly provided in this Agreement.
- (b) “**Standard Tree Baseline Adjustment**” means the administrative adjustment described in Section 3 below and no more.
- (c) “**Protected Standard Species**” means only those tree species classified as protected standard species under applicable City ordinance.

3. Limited Standard Tree Baseline Adjustment

- (a) Subject to the terms of this Agreement, the City will recognize 555 caliper inches of protected standard trees previously removed within the Easement Area for the City wastewater project as a baseline adjustment for purposes of calculating tree-preservation percentages otherwise applicable to the Property under Section 28.06.079(d)(3)(A)(i) and Section 28.06.079(d)(3)(B)(i) of the City Code, or materially comparable successor provisions, as determined by the City.
- (b) For avoidance of doubt, the baseline adjustment means only that, for this limited purpose, the total inches of standard trees on the Property may be calculated as the sum of:
 - (i) the total caliper inches of protected standard trees remaining on the Property at the time of application; plus
 - (ii) 555 caliper inches attributable to protected standard trees removed within the Easement Area for the City project.
- (c) This baseline adjustment:
 - (i) applies only to protected standard species;
 - (ii) excludes non-protected species, including hackberry; and
 - (iii) does not constitute mitigation credit, fee credit, development credit, density credit, or any other entitlement except the limited calculation described above.

4. Treatment of Heritage Trees

- (a) Owner shall receive no caliper-inch credit or other adjustment for any heritage tree removed within the Easement Area.
- (b) To the extent heritage trees located within the Easement Area are removed by the City for the wastewater project, such removed heritage trees shall no longer be included in the tree inventory for the Property for future City review; however, this provision shall not be construed to waive any ordinance requirement except to the limited extent expressly stated in this Section.

5. No Vested Rights; No Permit Approval

This Agreement does not grant Owner any vested right, permit approval, development entitlement, variance, waiver, exemption, or immunity from the Code or other applicable law. All future applications shall remain subject to review under then-applicable law, except only for the limited baseline adjustment expressly stated in this Agreement.

6. City Discretion; Governmental Powers Reserved

Nothing in this Agreement shall be construed as:

- (a) limiting the City's governmental, legislative, police-power, or regulatory authority;
- (b) requiring approval of any application;
- (c) preventing the City from applying subsequently enacted ordinances or regulations, except to the limited extent this Agreement expressly provides otherwise; or
- (d) binding the City to any interpretation of the Code other than that made by the City in its sole discretion, acting in its governmental capacity.

7. Conditioned on City Project and Easement Area

The baseline adjustment described in this Agreement is granted solely because the subject tree removal occurred within the Easement Area in connection with the City's wastewater infrastructure project authorized by the 2023 Agreement and related easement rights. The adjustment shall not apply to any tree removal occurring outside the Easement Area or unrelated to that City project.

8. Supporting Documentation

The tree survey data attached as Exhibit "A" is the basis for the 555-caliper-inch figure, subject to City confirmation and interpretation. If Exhibit "A" is later found to contain clerical, mathematical, or scrivener's errors, the City may correct such errors by written notice, and the corrected figure shall control.

9. Relationship to 2023 Agreement

The 2023 Agreement is incorporated herein by reference. Except as expressly modified by this Agreement with respect to the limited baseline adjustment described herein, the 2023 Agreement remains unmodified and in full force and effect.

10. Record of Administrative Treatment

City may maintain an internal administrative record reflecting this Agreement for future application review purposes, but failure to do so shall not expand the City's obligations or create a private right of action. This Agreement, and not any internal notation, shall control.

11. No Third-Party Beneficiaries

This Agreement is for the sole benefit of City and Owner and their permitted successors and assigns, and no third party shall have any rights under this Agreement.

12. Assignment / Running with Land

Owner may assign this Agreement only in connection with a conveyance of all or part of the Property, and only if the assignee expressly assumes Owner's obligations in writing. Whether and to what extent this Agreement runs with the land shall be determined by its express terms and applicable law; however, no assignment shall enlarge the adjustment granted herein.

13. Amendment

This Agreement may be amended only by written instrument executed by both parties.

14. Severability

If any provision of this Agreement is held invalid or unenforceable, the remainder shall remain in effect to the fullest extent permitted by law.

15. No Waiver

Failure of either party to enforce any provision of this Agreement shall not constitute a waiver.

16. Governing Law and Venue

This Agreement is governed by Texas law, and venue lies exclusively in Hays County, Texas. The parties do not agree to arbitration or mediation unless they later agree in writing for a specific dispute.

17. Limitation of Damages

Neither party shall be liable for consequential, indirect, special, punitive, or exemplary damages, or for lost profits, revenues, opportunities, goodwill, substitute facilities, goods, services, or cost of capital.

18. Entire Agreement

This Agreement, together with the 2023 Agreement and the exhibits incorporated herein, constitutes the entire agreement of the parties concerning the subject matter hereof and supersedes any prior oral statements regarding such subject matter.

CITY OF DRIPPING SPRINGS

CUNCASHA, LLC

Michelle Fischer
City Administrator

Holton Burns
Manager

Date

Date

EXHIBIT “A”

Easement Area Tree Survey Data

TREES IN PERMANENT 30' EASEMENT			(DEAD OR NOT PROTECTED) TREES			(HARDWOOD) TREES			(HERITAGE 18" OR LARGER) TREES			(STANDARD TREES 8") TREES		
Tree Tag #	Caliper (inches)	Description	Tree Tag #	Caliper (inches)	Description	Tree Tag #	Caliper (inches)	Description	Tree Tag #	Caliper (inches)	Description	Tree Tag #	Caliper (inches)	Description
188	9	LIVE OAK	196	8	LIVE OAK DEAD	188	9	LIVE OAK	808	26	LIVE OAK	188	9	LIVE OAK
189	10	LIVE OAK	801	9	LIVE OAK DEAD	189	10	LIVE OAK	1703	18	LIVE OAK	189	10	LIVE OAK
189	10	LIVE OAK	1706	11	HACKBERRY	189	10	LIVE OAK	1703	17	LIVE OAK	189	10	LIVE OAK
190	10	LIVE OAK	1763	14	HACKBERRY	190	10	LIVE OAK	1736	19	LIVE OAK	190	10	LIVE OAK
191	11	LIVE OAK	1764	8	HACKBERRY DEAD	191	11	LIVE OAK	1749	21	LIVE OAK	191	11	LIVE OAK
192	7	LIVE OAK	1773	26	HACKBERRY	192	7	LIVE OAK	1750	18	LIVE OAK	193	8	LIVE OAK
193	8	LIVE OAK	1776	27	LIVE OAK DEAD	193	8	LIVE OAK	1751	20	LIVE OAK	194	12	LIVE OAK
194	12	LIVE OAK	1786	6	LIVE OAK DEAD	194	12	LIVE OAK				194	8	LIVE OAK
194	8	LIVE OAK				194	8	LIVE OAK				195	8	LIVE OAK
195	8	LIVE OAK				195	8	LIVE OAK				197	9	LIVE OAK
196	8	LIVE OAK DEAD				197	9	LIVE OAK				200	11	LIVE OAK
197	9	LIVE OAK				200	11	LIVE OAK				805	8	LIVE OAK
200	11	LIVE OAK				805	8	LIVE OAK				807	8	LIVE OAK
801	9	LIVE OAK DEAD				806	6	LIVE OAK				820	16	LIVE OAK
805	8	LIVE OAK				807	8	LIVE OAK				820	12	LIVE OAK
806	6	LIVE OAK				818	7	LIVE OAK				820	11	LIVE OAK
807	8	LIVE OAK				819	7	LIVE OAK				820	10	LIVE OAK
808	26	LIVE OAK				820	16	LIVE OAK				828	12	LIVE OAK
818	7	LIVE OAK				820	12	LIVE OAK				842	16	LIVE OAK
819	7	LIVE OAK				820	11	LIVE OAK				843	10	LIVE OAK
820	16	LIVE OAK				820	10	LIVE OAK				845	9	LIVE OAK
820	12	LIVE OAK				821	7	LIVE OAK				845	8	LIVE OAK
820	11	LIVE OAK				821	7	LIVE OAK				846	9	LIVE OAK
820	10	LIVE OAK				822	6	LIVE OAK				847	8	LIVE OAK
821	7	LIVE OAK				823	6	LIVE OAK				848	15	LIVE OAK
821	7	LIVE OAK				824	6	LIVE OAK				849	10	LIVE OAK
822	6	LIVE OAK				825	7	LIVE OAK				850	8	LIVE OAK
823	6	LIVE OAK				826	7	LIVE OAK				853	8	LIVE OAK
824	6	LIVE OAK				827	7	LIVE OAK				854	11	LIVE OAK
825	7	LIVE OAK				828	12	LIVE OAK				862	12	LIVE OAK
826	7	LIVE OAK				829	6	LIVE OAK				864	8	LIVE OAK
827	7	LIVE OAK				830	7	LIVE OAK				868	12	LIVE OAK
828	12	LIVE OAK				830	5	LIVE OAK				869	8	LIVE OAK
829	6	LIVE OAK				831	7	LIVE OAK				872	8	LIVE OAK
830	7	LIVE OAK				832	6	LIVE OAK				877	16	CEDAR ELM
830	5	LIVE OAK				833	7	LIVE OAK				1702	12	LIVE OAK
831	7	LIVE OAK				842	16	LIVE OAK				1705	8	CEDAR ELM
832	6	LIVE OAK				843	10	LIVE OAK				1722	14	CEDAR ELM
833	7	LIVE OAK				844	6	LIVE OAK				1748	13	LIVE OAK
842	16	LIVE OAK				845	9	LIVE OAK				1752	10	LIVE OAK
843	10	LIVE OAK				845	8	LIVE OAK				1753	11	LIVE OAK
844	6	LIVE OAK				846	9	LIVE OAK				1766	11	LIVE OAK
845	9	LIVE OAK				847	8	LIVE OAK				1769	11	LIVE OAK
845	8	LIVE OAK				848	15	LIVE OAK				1998	9	LIVE OAK
846	9	LIVE OAK				849	10	LIVE OAK				1999	12	LIVE OAK
847	8	LIVE OAK				850	8	LIVE OAK				2000	10	LIVE OAK
848	15	LIVE OAK				853	8	LIVE OAK				2000	10	LIVE OAK
849	10	LIVE OAK				854	11	LIVE OAK				3013	13	LIVE OAK
850	8	LIVE OAK				855	6	LIVE OAK				3014	9	LIVE OAK
853	8	LIVE OAK				861	7	LIVE OAK				3018	8	LIVE OAK
854	11	LIVE OAK				862	12	LIVE OAK				3021	9	LIVE OAK
855	6	LIVE OAK				863	7	LIVE OAK				3027	8	LIVE OAK
861	7	LIVE OAK				864	8	LIVE OAK				3028	9	LIVE OAK
862	12	LIVE OAK				865	6	LIVE OAK				3029	9	LIVE OAK
863	7	LIVE OAK				868	12	LIVE OAK						
864	8	LIVE OAK				869	8	LIVE OAK						
865	6	LIVE OAK				870	7	LIVE OAK						
868	12	LIVE OAK				871	6	LIVE OAK						
869	8	LIVE OAK				872	8	LIVE OAK						
870	7	LIVE OAK				877	16	CEDAR ELM						
871	6	LIVE OAK				878	7	CEDAR ELM						
872	8	LIVE OAK				878	7	CEDAR ELM						
877	16	CEDAR ELM				1702	12	LIVE OAK						
878	7	CEDAR ELM				1704	6	PECAN						
878	7	CEDAR ELM				1705	8	CEDAR ELM						
1702	12	LIVE OAK				1722	14	CEDAR ELM						
1704	6	PECAN				1739	6	LIVE OAK						
1705	8	CEDAR ELM				1748	13	LIVE OAK						
1722	14	CEDAR ELM				1752	10	LIVE OAK						
1739	6	LIVE OAK				1753	11	LIVE OAK						
1748	13	LIVE OAK				1765	6	LIVE OAK						
1752	10	LIVE OAK				1766	11	LIVE OAK						
1753	11	LIVE OAK				1767	7	LIVE OAK						
1765	6	LIVE OAK				1768	6	LIVE OAK						
1766	11	LIVE OAK				1769	11	LIVE OAK						
1767	7	LIVE OAK				1998	9	LIVE OAK						
1768	6	LIVE OAK				1999	12	LIVE OAK						
1769	11	LIVE OAK				2000	10	LIVE OAK						
1773	26	HACKBERRY				2000	10	LIVE OAK						
1776	27	LIVE OAK DEAD				3013	13	LIVE OAK						
1786	6	LIVE OAK DEAD				3014	9	LIVE OAK						
1998	9	LIVE OAK				3018	8	LIVE OAK						
1999	12	LIVE OAK				3020	7	LIVE OAK						
2000	10	LIVE OAK				3021	9	LIVE OAK						
2000	10	LIVE OAK				3027	8	LIVE OAK						
3013	13	LIVE OAK				3027	6	LIVE OAK						
3014	9	LIVE OAK				3028	9	LIVE OAK						
3018	8	LIVE OAK				3028	7	LIVE OAK						
3020	7	LIVE OAK				3029	9	LIVE OAK						
3021	9	LIVE OAK												
3027	8	LIVE OAK												
3027	6	LIVE OAK												
3028	9	LIVE OAK												
3028	7	LIVE OAK												
3029	9	LIVE OAK												

DEAD OR NOT PROTECTED
HARDWOOD
HERITAGE 18" OR LARGER

EXHIBIT “B”
Recorded Easements
(22 pages)

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

WATER AND WASTEWATER EASEMENT
(CORPORATE - PARCEL 27)

Date:

July 10, 2023

Grantor:

CUNCASHCA, LLC a Texas limited liability company

Grantor's Address:

P.O. Box 5885, Austin, Texas 78763

Grantee:

CITY OF DRIPPING SPRINGS, TEXAS, a General Law municipality situated in Hays County, Texas

Grantee's Address:

P.O. Box 384
511 Mercer Street
Dripping Springs, Hays County, Texas 78620

Property:

An exclusive easement and right-of-way in, upon, over, under, along, through, and across the parcel of real property of Grantor ("Easement"), said Easement consisting of approximately 0.38 acres, more or less, and more particularly described on Exhibit "A", attached hereto and incorporated herein by reference ("Easement Tract").

Consideration:

Ten Dollars (\$10.00) and other good and valuable consideration paid to Grantor for which no lien either express or implied is retained

Permitted Encumbrances:

All encumbrances and other matters of record in the Official Public Records of Hays County, Texas, to the extent they are validly existing and affect the Easement Tract.

GRANT OF EASEMENT:

CUNCASHCA, LLC, a Texas limited liability company ("Grantor"), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby GRANT, SELL AND CONVEY unto **THE CITY OF DRIPPING SPRINGS, TEXAS**, a General Law municipality located in Hays County, Texas ("Grantee") the Easement in, upon, over, under, along, through, and across the Easement Tract TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the right and privilege at any and all times to enter the

Corridor Title Co. GF# 19-1661-CR

Easement Tract with full rights of ingress and egress from the adjoining property of Grantor, or any part thereof, for the purpose of construction, operation, maintenance, replacement, upgrade, and repair of the improvements which are constructed and installed therein or thereon under the terms of this Easement.

Grantor, on behalf of Grantor and its successors and assigns, does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted on the Easement Tract, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same.

CHARACTER OF EASEMENT:

The Easement granted herein is "in gross," in that there is no "Benefitted Property." Nevertheless, the Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof. The Easement rights of use granted herein are irrevocable. The Easement is for the benefit of Grantee.

PURPOSE OF EASEMENT:

The Easement shall be used by Grantee for public wastewater and/or water utility purposes, including placement, construction, installation, replacement, repair, maintenance, upgrade, relocation, removal, and operation of public wastewater or water pipelines and related appurtenances, or making connections thereto ("Facilities"). The Easement shall also be used by Grantee for the purpose of providing access for the operation, repair, maintenance, replacement and expansion of the Facilities.

Upon completion of construction, Grantee agrees to restore the surface of the Easement Tract as follows: remove any construction debris or other material remaining on the site after construction, remove any disturbed rock, roots, and soil, remove any temporary barriers, remove any temporary access roads and drainage facilities, revegetate disturbed vegetated areas, and restore roadway surfaces to existing or better condition, unless requested otherwise by Grantor.

Neither Grantee nor its contractors shall use the Easement as access to or from its wastewater facilities that are on land adjacent to the property upon which the Easement is located. For the avoidance of doubt, while the Easement may be used for maintenance and operations of the facilities that are in the Easement, the Easement is not to be used as a road or other path through to the property upon which the Easement is located to access adjacent property.

DURATION OF EASEMENT:

The Easement shall be perpetual. Grantor hereby binds Grantor and Grantor's successors and assigns, to warrant and forever defend the Easement on the Easement Tract unto Grantee, its successors and assigns, against any person whomsoever lawfully claiming.

GRANTOR USE:

Grantor hereby retains surface use of the Easement Tract and the right to plant and maintain ground cover and grasses only, and to install, maintain, and replace water and irrigation lines and

similar infrastructure (both existing and future), so long as they do not interfere with the purpose of the easement. Grantor relinquishes the authority for planting or cultivation of bushes, trees or other living matter, and building and maintaining any structures within the Easement Tract, and acknowledges that such uses are specifically prohibited. Grantor grants to Grantee the right to remove any living material or structures located within the Easement Tract, without Grantor recourse, to prevent interference with the operation or repairs to Grantee's facilities or use within the Easement Tract.

In witness whereof, this instrument is executed this 7th day of June, 2023

GRANTOR:

CUNCASHCA, LLC

By: [Signature] 6/7/2023
H.L. Burns

Title: Manager

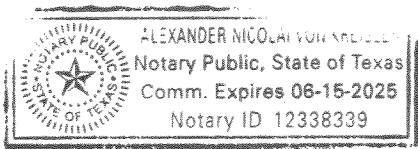
STATE OF TEXAS

COUNTY OF TEXAS

§
§
§

CORPORATE ACKNOWLEDGMENT

This instrument was acknowledged before me, the undersigned authority, this 7th day of June, 2023, by H.L. Burns, Manager, on behalf of said CUNCASHCA, LLC, a Texas limited liability company.



[Signature]
Notary Public In and For
The State of Texas

My Commission expires: _____

AFTER RECORDING RETURN TO:

City Secretary
City of Dripping Springs
P.O. Box 384
Dripping Springs, Texas 78620

EXHIBIT "A"
EASEMENT TRACT



SAM, LLC
4801 Southwest Parkway, Bldg. Two, Suite 100, Austin, TX 78735
Ofc 512.447.0575 Fax 512.326.3029
info@sam.biz www.sam.biz TBPLS # 10064300

Parcel 27
Legal Description
City of Dripping Springs
South Regional Water Reclamation Project
30 Foot Wide Water and Wastewater Easement
0.38 Acre (16,553 Square Foot)

PARCEL 27:

BEING A 0.38 ACRE, 30 FOOT WIDE WATER AND WASTEWATER EASEMENT, SITUATED IN THE THOMAS R. JACKSON SURVEY NO. 25, ABSTRACT NO. 9, HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 18.01 ACRE TRACT DESCRIBED IN A DEED TO CUNCASHCA, LLC, A TEXAS LIMITED LIABILITY COMPANY, AND RECORDED IN DOCUMENT NUMBER 20000362, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAID 0.38 ACRE 30 FOOT WIDE WATER AND WASTEWATER AND WASTEWATER BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a plastic cap stamped "BYRN SURVEY" found for a northwest corner of said 18.01 acre tract, same being the northeast corner of a called 202.38 acre tract described in a deed as Tract 4 to Cuncashca, LLC, a Texas Limited Liability Company, and recorded in Document Number 20030036, (O.P.R.H.C.TX.);

THENCE S 04°34'45" E, with the common line of said 18.01 acre tract, and said Tract 4, a distance of 33.41 feet, to a calculated point on the said common line for the **POINT OF BEGINNING** of this 30 foot wide Water and Wastewater easement;

THENCE over and across said 18.01 acre tract, the following two (2) courses and distances:

- 1) S 63°50'12" E, a distance of 316.32 feet, to a calculated point, for an angle corner of this Water and Wastewater easement, and
- 2) N 72°59'51" E, a distance of 217.03 feet, to a calculated point on an east line of said 18.01 acre tract, and the southwest R.O.W. of F.M. Highway 150 (Variable Width R.O.W.) for an angle corner of this Water and Wastewater easement. From which a TXDOT Type 1 monument found on the northeast corner of said 18.01 acre tract, and a corner in the southwest R.O.W. of F.M. Highway 150 (Variable Width R.O.W.), bears N 47°28'21" W, a distance of 175.30 feet;

THENCE S 47°28'21" E, with the common line of said 18.01 acre tract, and said R.O.W. of F.M. Highway 150 (Variable Width R.O.W.), a distance of 34.81 feet, to a calculated point on the said common line, for an angle point of this 30 foot wide Water and Wastewater easement;



THENCE over and across said 18.01 acre tract, the following two (2) courses and distances:

- 1) S 72°59'51" W, a distance of 246.55 feet, to a calculated point for an angle point of this Water and Wastewater easement, and
- 2) N 63°50'12" W, a distance of 310.34 feet, to a calculated point on the common line of said 18.01 acre tract and said Tract 4, for an angle point of this Water and Wastewater easement,

THENCE N 04°34'45" W, with said common line, a distance of 34.91 feet, to the **POINT OF BEGINNING** and containing 0.38 acres, more or less.

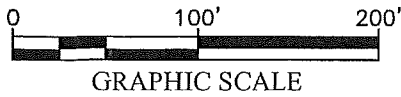
The bearings shown hereon are based on the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are surface in U.S. Survey Feet and may be converted to grid by multiplying the distance by a combined scale factor of 0.999870.

Neil Hines



Neil Hines
Registered Professional Land Surveyor
Texas Registration Number 5642

Date: *15 September 2022*

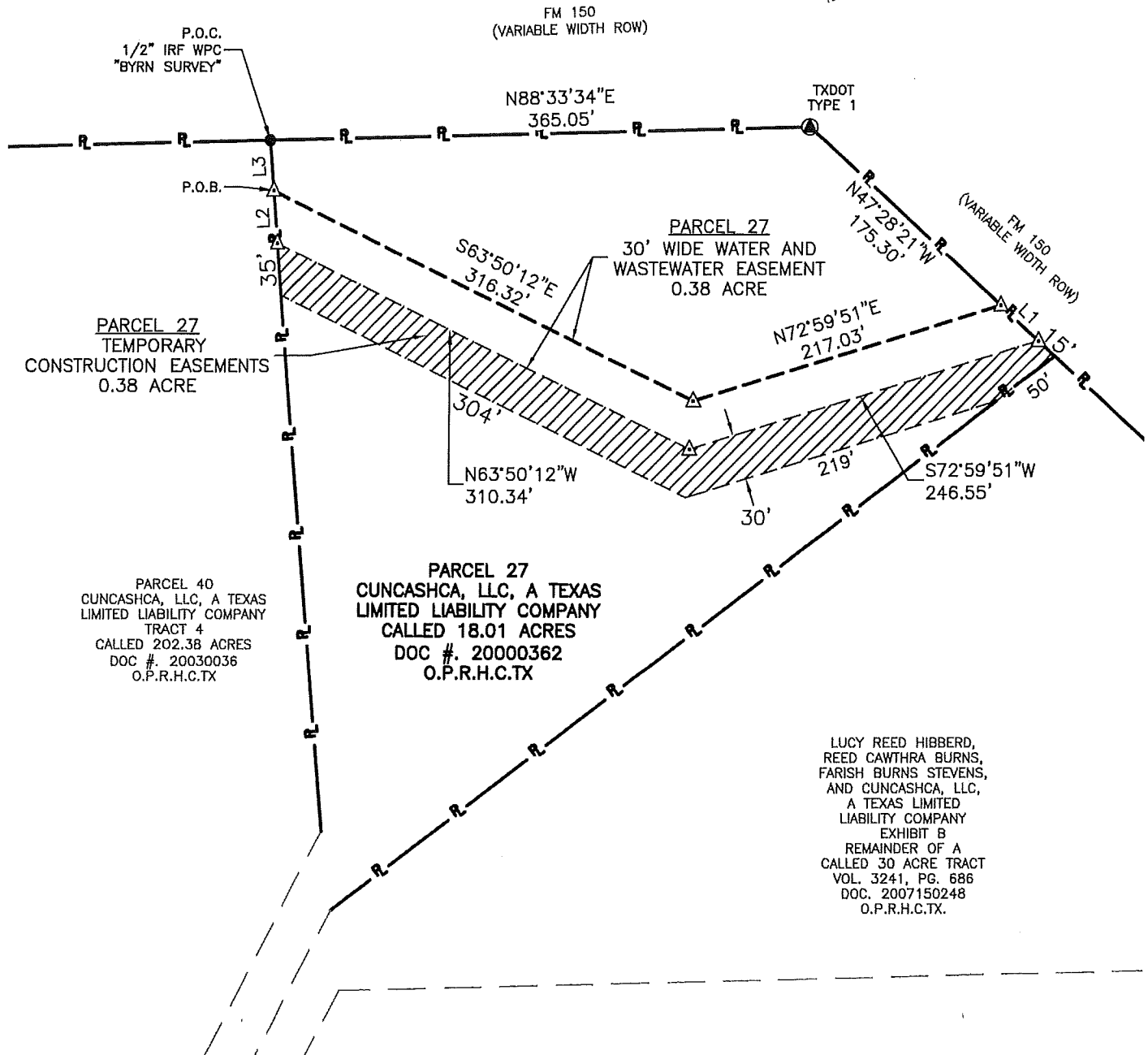


PARCEL 27
 HAYS COUNTY, TEXAS

**PLAT OF WATER & WASTEWATER EASEMENT
 SOUTH REGIONAL WATER
 RECLAMATION PROJECT
 CITY OF DRIPPING SPRINGS**



THOMAS R. JACOBSON SURVEY
 ALL 24, ABSTRACT 9



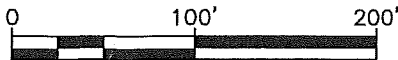
JOB NUMBER: 47232
 DATE: 08/18/2020
 SCALE: 1"=100'
 SURVEYOR: N. HINES
 TECHNICIAN: D. CULLEN
 DRAWING: PARCEL 27-R4
 TRACT ID: -
 PARTY CHIEF: J. STILLMAN
 FIELDBOOKS: -



4801 Southwest Parkway
 Building Two, Suite 100
 Austin, Texas, 78735
 Ofc: 512.447.0575
 Fax: 512.326.3029
 email: info@sam.biz

Texas Firm Registration No. 10064300

PROJECT: WATER & WASTEWATER EASEMENT
 CITY OF DRIPPING SPRINGS
 SHEET 3
 OF 4



GRAPHIC SCALE

PARCEL 27
HAYS COUNTY, TEXAS

PLAT OF WATER & WASTEWATER EASEMENT
SOUTH REGIONAL WATER
RECLAMATION PROJECT
CITY OF DRIPPING SPRINGS



LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	S47°28'21"E	34.81'
L2	N04°34'45"W	34.91'
L3	S04°34'45"E	33.41'

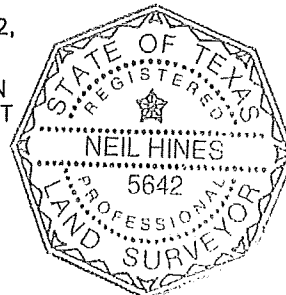
LEGEND

—— P ——	PARCEL LIMITS
—— S ——	APPROXIMATE SURVEY LINE
————	EXISTING ROAD
-----	ADJOINER PROPERTY
.....	FLYIE
●	IRON ROD FOUND (AS NOTED)
△	CALCULATED POINT
⊙	TXDOT TYPE I MONUMENT
✦	NAIL FOUND
⊗	COTTON SPINDLE FOUND
D.R.H.C.TX.	DEED RECORDS HAYS COUNTY, TEXAS
P.R.H.C.TX.	PLAT RECORDS HAYS COUNTY, TEXAS
O.P.R.H.C.TX.	OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
P.O.C.	POINT OF COMMENCEMENT
[]	PERMANENT EASEMENT
[/]	TEMPORARY CONSTRUCTION EASEMENT

PERMANENT EASEMENT AREA: 0.38 ACRES
TEMPORARY CONSTRUCTION EASEMENT AREA: 0.38 ACRES

NOTES:

- ALL BEARINGS ARE GRID BEARINGS AND ARE BASED ON TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83 (2011). ALL DISTANCES ARE REPRESENTED IN SURFACE VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM. TO OBTAIN GRID DISTANCE MULTIPLY BY CSF OF 0.999870.
- RECORD INFORMATION SHOWN HEREON IS BASED UPON TITLE COMMITMENT ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY GF. NO. 19-1661-CR, EFFECTIVE DATE: MAY 25, 2022, ISSUED JUNE 6, 2022.
- FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT.



NEIL HINES 15 SEPTEMBER 2022
NEIL HINES DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5642 - STATE OF TEXAS

JOB NUMBER: 47232
DATE: 08/18/2020
SCALE: 1"=100'
SURVEYOR: N. HINES
TECHNICIAN: D. CULLEN
DRAWING: PARCEL 27-R4
TRACT ID: -
PARTY CHIEF: J. STILLMAN
FIELD BOOKS: -



4801 Southwest Parkway
Building Two, Suite 100
Austin Texas, 78735
Ofc: 512.447.0575
Fax: 512.326.3029
email: info@sam.biz

Texas Firm Registration No. 10064300

PROJECT: WATER & WASTEWATER EASEMENT
CITY OF DRIPPING SPRINGS
SHEET 4
OF 4

**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Hays County, Texas.

23024960 EASEMENT
07/11/2023 02:08:48 PM Total Fees: \$54.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas



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

WATER AND WASTEWATER EASEMENT
(CORPORATE - PARCEL 40)

Date: July 10, 2023

Grantor: CUNCASHCA, LLC a Texas limited liability company

Grantor's Address: PO Box 5885, Austin, Texas 78763

Grantee: CITY OF DRIPPING SPRINGS, TEXAS, a General Law municipality situated in Hays County, Texas

Grantee's Address: P.O. Box 384
511 Mercer Street
Dripping Springs, Hays County, Texas 78620

Property: An exclusive easement and right-of-way in, upon, over, under, along, through, and across the parcel of real property of Grantor ("Easement"), said Easement consisting of approximately 3.00 acres, more or less, and more particularly described on Exhibit "A", attached hereto and incorporated herein by reference ("Easement Tract").

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration paid to Grantor for which no lien either express or implied is retained

Permitted Encumbrances: All encumbrances and other matters of record in the Official Public Records of Hays County, Texas, to the extent they are validly existing and affect the Easement Tract.

GRANT OF EASEMENT:

CUNCASHCA, LLC, a Texas limited liability company ("Grantor"), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby GRANT, SELL AND CONVEY unto **THE CITY OF DRIPPING SPRINGS, TEXAS**, a General Law municipality located in Hays County, Texas ("Grantee") the Easement in, upon, over, under, along, through, and across the Easement Tract TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the right and privilege at any and all times to enter the

Easement Tract with full rights of ingress and egress from the adjoining property of Grantor, or any part thereof, for the purpose of construction, operation, maintenance, replacement, upgrade, and repair of the improvements which are constructed and installed therein or thereon under the terms of this Easement.

Grantor, on behalf of Grantor and its successors and assigns, does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted on the Easement Tract, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same.

CHARACTER OF EASEMENT:

The Easement granted herein is "in gross," in that there is no "Benefitted Property." Nevertheless, the Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof. The Easement rights of use granted herein are irrevocable. The Easement is for the benefit of Grantee.

PURPOSE OF EASEMENT:

The Easement shall be used by Grantee for public wastewater and/or water utility purposes, including placement, construction, installation, replacement, repair, maintenance, upgrade, relocation, removal, and operation of public wastewater or water pipelines and related appurtenances, or making connections thereto ("Facilities"). The Easement shall also be used by Grantee for the purpose of providing access for the operation, repair, maintenance, replacement and expansion of the Facilities.

Upon completion of construction, Grantee agrees to restore the surface of the Easement Tract as follows: remove any construction debris or other material remaining on the site after construction, remove any disturbed rock, roots, and soil, remove any temporary barriers, remove any temporary access roads and drainage facilities, revegetate disturbed vegetated areas, and restore roadway surfaces to existing or better condition, unless requested otherwise by Grantor.

Neither Grantee nor its contractors shall use the Easement as access to or from its wastewater facilities that are on land adjacent to the property upon which the Easement is located. For the avoidance of doubt, while the Easement may be used for maintenance and operations of the facilities that are in the Easement, the Easement is not to be used as a road or other path through to the property upon which the Easement is located to access adjacent property.

DURATION OF EASEMENT:

The Easement shall be perpetual. Grantor hereby binds Grantor and Grantor's successors and assigns, to warrant and forever defend the Easement on the Easement Tract unto Grantee, its successors and assigns, against any person whomsoever lawfully claiming.

GRANTOR USE:

Grantor hereby retains surface use of the Easement Tract and the right to plant and maintain ground cover and grasses only and to install, maintain, and replace water and irrigation lines and

similar infrastructure (both existing and future), so long as they do not interfere with the purpose of the easement or the Facilities. Grantor relinquishes the authority for planting or cultivation of bushes, trees or other living matter (except as specified herein), and building and maintaining any structures within the Easement Tract, and acknowledges that such uses are specifically prohibited. Grantor grants to Grantee the right to remove any living material or structures located within the Easement Tract, without Grantor recourse, to prevent interference with the operation or repairs to Grantee's facilities or use within the Easement Tract.

In witness whereof, this instrument is executed this 7th day of June, 2023.

GRANTOR:
CUNCASHCA, LLC

By: H.L. Burns 6/7/2023
H.L. Burns
Title: Manager

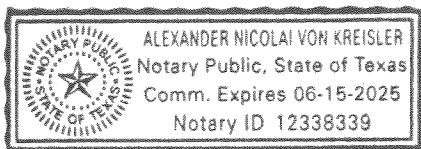
STATE OF TEXAS

COUNTY OF TRAVIS

§
§
§

CORPORATE ACKNOWLEDGMENT

This instrument was acknowledged before me, the undersigned authority, this 7th day of June, 2023 by H.L. Burns, Manager on behalf of CUNCASHCA, LLC, a Texas limited liability company,



[Signature]
Notary Public In and For
The State of Texas

My Commission expires: _____

AFTER RECORDING RETURN TO:

City Secretary
City of Dripping Springs
P.O. Box 384
Dripping Springs, Texas 78620

EXHIBIT "A"
EASEMENT TRACT



SAM, LLC

4801 Southwest Parkway, Bldg. Two, Suite 100, Austin, TX 78735

Ofc 512.447.0575 Fax 512.326.3029

info@sam.biz www.sam.biz TBPLS # 10064300

Parcel 40
Legal Description
City of Dripping Springs
South Regional Water Reclamation Project
30 Foot Wide Water and Wastewater Easement
3.00 Acre (130,486 Square Foot)

PARCEL 40:

BEING A 3.00 ACRE, 30 FOOT WIDE WATER AND WASTEWATER EASEMENT, SITUATED IN THE THOMAS R. JACKSON SURVEY NO. 25, ABSTRACT NO. 9, HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 202.38 ACRE TRACT (TRACT 4) AND 15.65 ACRE TRACT (TRACT 3) DESCRIBED IN A DEED TO CUNCASHCA, LLC, A TEXAS LIMITED LIABILITY COMPANY AND RECORDED IN DOCUMENT NUMBER 20030036, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAID 3.00 ACRE 30 FOOT WIDE WATER AND WASTEWATER EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a plastic cap stamped "BYRN SURVEY" found for a northeast corner of said Tract 4, same being the northwest corner of a called 18.01 acre tract, described in a deed to Cuncashca, LLC, a Texas Limited Liability Company, recorded in Document Number 20000362, O.P.R.H.C.TX., and on the south R.O.W. line of F.M. Highway 150 (Variable Width R.O.W.);

THENCE S 04°34'45" E, with the common line of said Tract 4 and said 18.01 acre tract, a distance of 33.41 feet, to a calculated point on the said common line for the **POINT OF BEGINNING** of this 30 foot wide Water and Wastewater easement;

THENCE S 04°34'45" E, with the said common line, a distance of 34.91 feet, to a calculated point on the said common line for an angle corner of this 30 foot wide Water and Wastewater easement;

THENCE over and across said Tracts 3 and 4, the following sixteen (16) courses and distances:

- 1) N 63°50'12" W, a distance of 82.47 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 2) S 88°33'34" W, a distance of 446.30 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 3) S 88°06'36" W, a distance of 745.01 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 4) S 88°06'34" W, a distance of 212.06 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 5) N 70°43'25" W, a distance of 176.57 feet, to a calculated point, for an angle corner of this Water and Wastewater easement,



- 6) S 42°56'54" W, a distance of 140.46 feet, to a calculated point, for an angle corner of this Water and Wastewater easement,
- 7) S 82°22'08" W, a distance of 163.71 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 8) S 23°24'36" W, a distance of 244.46 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 9) S 00°04'02" E, a distance of 193.76 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 10) S 27°38'27" W, a distance of 54.53 feet, to a calculated point, for an angle corner of this Water and Wastewater easement,
- 11) S 00°06'46" W, a distance of 397.14 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 12) S 17°23'20" W, a distance of 228.12 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 13) S 00°04'22" W, a distance of 360.63 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 14) S 37°20'52" W, a distance of 490.37 feet, to a calculated point, for an angle corner of this Water and Wastewater easement,
- 15) S 18°13'05" W, a distance of 186.32 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 16) N 89°24'01" W, a distance of 229.08 feet, to a calculated point on the west line of said 202.38 acre tract for an angle corner of this Water and Wastewater easement. From which a 1/2-inch iron rod found at an interior corner of said Tract 4, same being on the east line of a called 40.58 acre tract, described in a deed to the City of Dripping Springs, recorded in Volume 2282, Page 847, (O.P.R.H.C.TX.), bears S 02°05'48" W, a distance of 144.86 feet;

THENCE N 02°05'48" E, with the common line of said Tract 4 and said 40.58 acre tract, a distance of 30.01 feet, to a calculated point on the said common line, for an angle point of this 30 foot wide Water and Wastewater easement;

THENCE over and across said Tracts 3 and 4, the following eleven (11) courses and distances:

- 1) S 89°24'01" E, a distance of 206.34 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 2) N 18°13'05" E, a distance of 169.43 feet, to a calculated point for an angle point of this Water and Wastewater easement,



- 3) N 37°20'52" E, a distance of 485.31 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 4) N 00°04'22" E, a distance of 355.08 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 5) N 17°23'20" E, a distance of 228.13 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 6) N 00°06'46" E, a distance of 399.93 feet, to a calculated point, for an angle corner of this Water and Wastewater easement,
- 7) N 27°38'27" E, a distance of 54.48 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 8) N 00°04'02" W, a distance of 192.59 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 9) N 23°24'36" E, a distance of 267.65 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 10) N 82°22'08" E, a distance of 169.92 feet, to a calculated point for an angle corner of this Water and Wastewater easement,
- 11) N 42°56'54" E, a distance of 149.45 feet, to a calculated point on the northeast line of Tract 3 and the south R.O.W. line of F.M. Highway 150 (variable width R.O.W.), for an angle point of this Water and Wastewater easement, from which a TXDOT Type 1 monument found on the common line of said Tract 3 and F.M. Highway R.O.W. (variable width R.O.W.), bears S 70°58'23" E, a distance of 10.50 feet;

THENCE S 70°43'25" E, departing said northeast line of Tract 3, over and across Tract 4, a distance of 190.83 feet, to a calculated point of this Water and Wastewater easement;

THENCE N 88°06'34" E, over and across Tract 4, passing at a distance of 187.97 feet a TXDOT Type 1 monument found on the north line of said Tract 4 and the south R.O.W. line of F.M. Highway R.O.W. (variable width R.O.W.), continuing with the common line of said Tract 4 and south line of F.M. Highway 150 (variable width R.O.W.), for a total distance of 206.12 feet to a point on the north line of said common line for an angle point of this 30 foot wide Water and Wastewater easement;

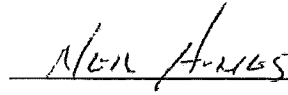
THENCE N 88°06'36" E continuing with common line of said Tract 4 and south line of F.M. Highway 150 (variable width R.O.W.), a distance of 745.13 feet, to a calculated point on said common line for an angle point of this Water and Wastewater easement,

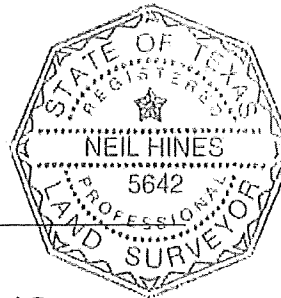
THENCE N 88°33'34" E continuing with common line of said Tract 4 and south line of F.M. Highway 150 (variable width R.O.W.), a distance of 453.79 feet, to a calculated point on said common line for an angle point of this Water and Wastewater easement,



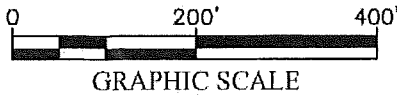
THENCE S 63°50'12" E, over and across said Tract 4, a distance of 72.00 feet, to the **POINT OF BEGINNING** and containing 3.00 acres, more or less.

The bearings shown hereon are based on the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are surface in U.S. Survey Feet and may be converted to grid by multiplying the distance by a combined scale factor of 0.999870.


Neil Hines
Registered Professional Land Surveyor
Texas Registration Number 5642



Date: 8 September 2022



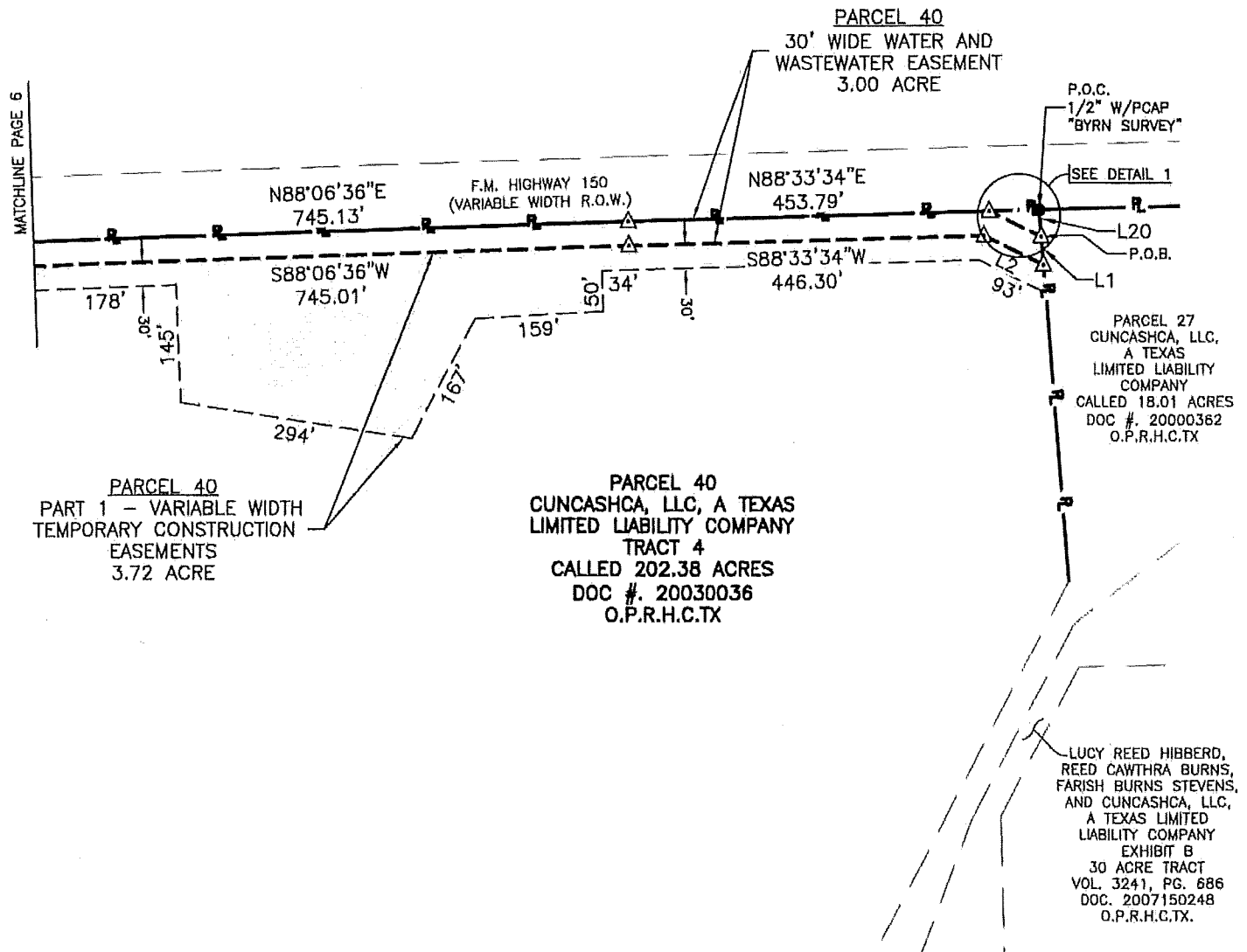
PARCEL 40
 HAYS COUNTY, TEXAS

**PLAT OF WATER & WASTEWATER EASEMENT
 SOUTH REGIONAL WATER
 RECLAMATION PROJECT
 CITY OF DRIPPING SPRINGS**

*THOMAS S. JACKSON SURVEY
 NO. 25, ABSTRACT 9*

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	S04°34'45"E	34.91'
L2	N63°50'12"W	82.47'
L19	S63°50'12"E	72.00'
L20	N04°34'45"W	33.41'

REVISIONS			
NO.	REVISION	DATE	TECH
1	REVISED EASEMENT & TCE	3/11/2022	JR



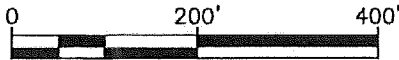
JOB NUMBER: 47232
 DATE: 08/18/2020
 SCALE: 1"=200'
 SURVEYOR: N. HINES
 TECHNICIAN: D. CULLEN
 DRAWING: PARCEL 40
 TRACT ID: -
 PARTY CHIEF: J. STILLMAN
 FIELD BOOKS: -



4801 Southwest Parkway
 Building Two, Suite 100
 Austin Texas, 78735
 Ofc: 512.447.0575
 Fax: 512.326.3029
 email: Info@sam.blz

Texas Firm Registration No. 10064300

PROJECT: WATER & WASTEWATER ESMT.
 CITY OF DRIPPING SPRINGS
 SHEET 5
 OF 8



GRAPHIC SCALE

PARCEL 40
 HAYS COUNTY, TEXAS

**PLAT OF WATER & WASTEWATER EASEMENT
 SOUTH REGIONAL WATER
 RECLAMATION PROJECT
 CITY OF DRIPPING SPRINGS**

N

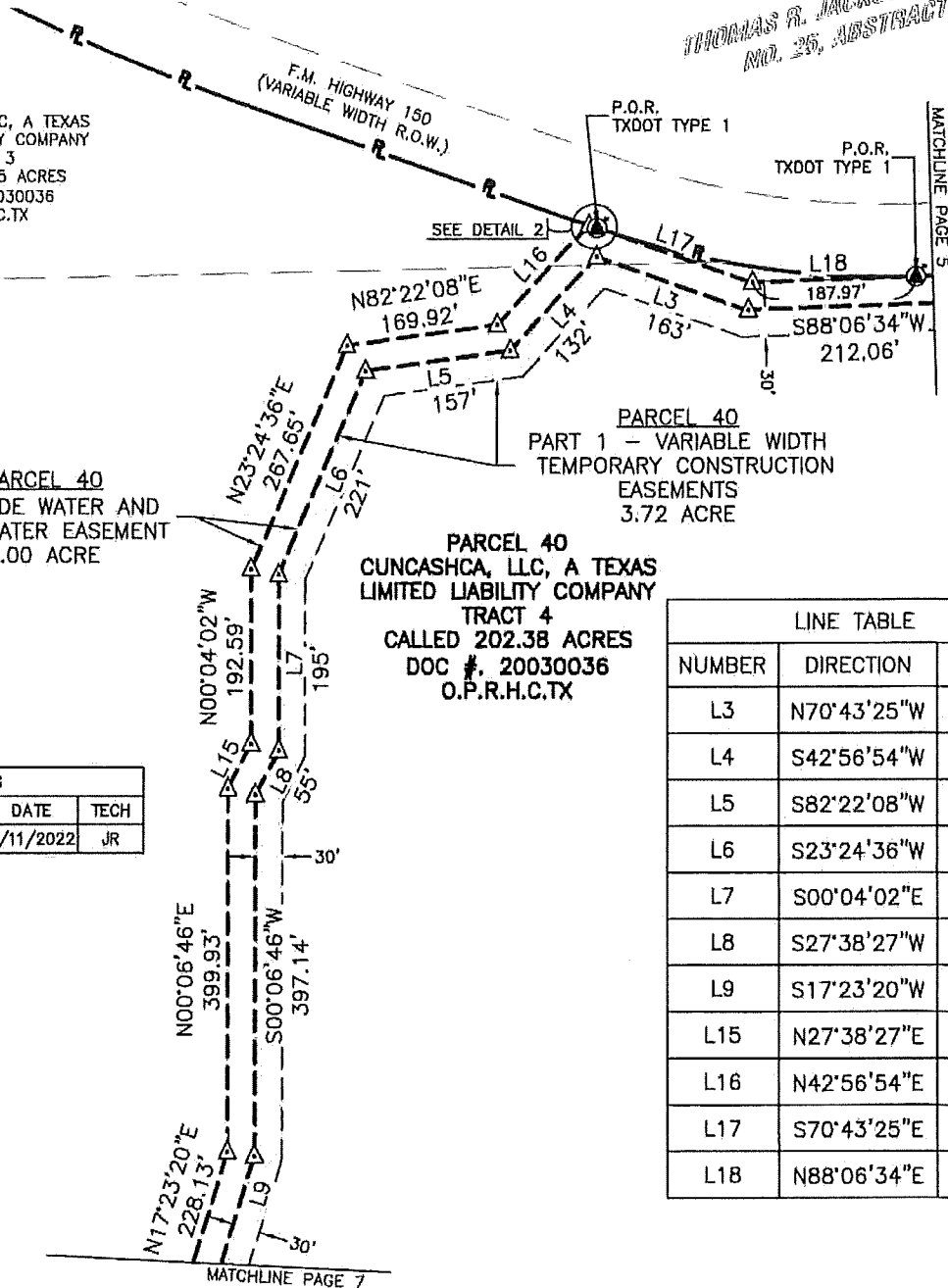
CUNCASHCA, LLC, A TEXAS
 LIMITED LIABILITY COMPANY
 TRACT 3
 CALLED 15.65 ACRES
 DOC #. 20030036
 O.P.R.H.C.TX

PARCEL 40
 30' WIDE WATER AND
 WASTEWATER EASEMENT
 3.00 ACRE

PARCEL 40
 CUNCASHCA, LLC, A TEXAS
 LIMITED LIABILITY COMPANY
 TRACT 4
 CALLED 202.38 ACRES
 DOC #. 20030036
 O.P.R.H.C.TX

REVISIONS			
NO.	REVISION	DATE	TECH
1	REVISED EASEMENT & TCE	3/11/2022	JR

THOMAS R. JACKSON SURVEY
 NO. 25, ABSTRACT 9



LINE TABLE		
NUMBER	DIRECTION	LENGTH
L3	N70°43'25"W	176.57'
L4	S42°56'54"W	140.46'
L5	S82°22'08"W	163.71'
L6	S23°24'36"W	244.46'
L7	S00°04'02"E	193.76'
L8	S27°38'27"W	54.53'
L9	S17°23'20"W	228.12'
L15	N27°38'27"E	54.48'
L16	N42°56'54"E	149.45'
L17	S70°43'25"E	190.83'
L18	N88°06'34"E	206.12'

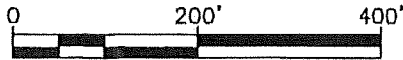
JOB NUMBER: 47232
 DATE: 08/18/2020
 SCALE: 1"=200'
 SURVEYOR: N. HINES
 TECHNICIAN: D. CULLEN
 DRAWING: PARCEL 40
 TRACT 10:
 PARTY CHIEF: J. STILLMAN
 FIELD BOOKS: -



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Texas Firm Registration No. 10064300

PROJECT: WATER & WASTEWATER EASEMENT
 CITY OF DRIPPING SPRINGS
 SHEET 6
 OF 8



GRAPHIC SCALE

PARCEL 40
HAYS COUNTY, TEXAS

PLAT OF WATER & WASTEWATER EASEMENT
SOUTH REGIONAL WATER
RECLAMATION PROJECT
CITY OF DRIPPING SPRINGS



CITY OF DRIPPING SPRINGS
40.58 ACRE TRACT
VOL.2282, PG.847
O.P.R.H.C.TX.

THOMAS R. JACKSON SURVEY
NO. 25, ABSTRACT 9

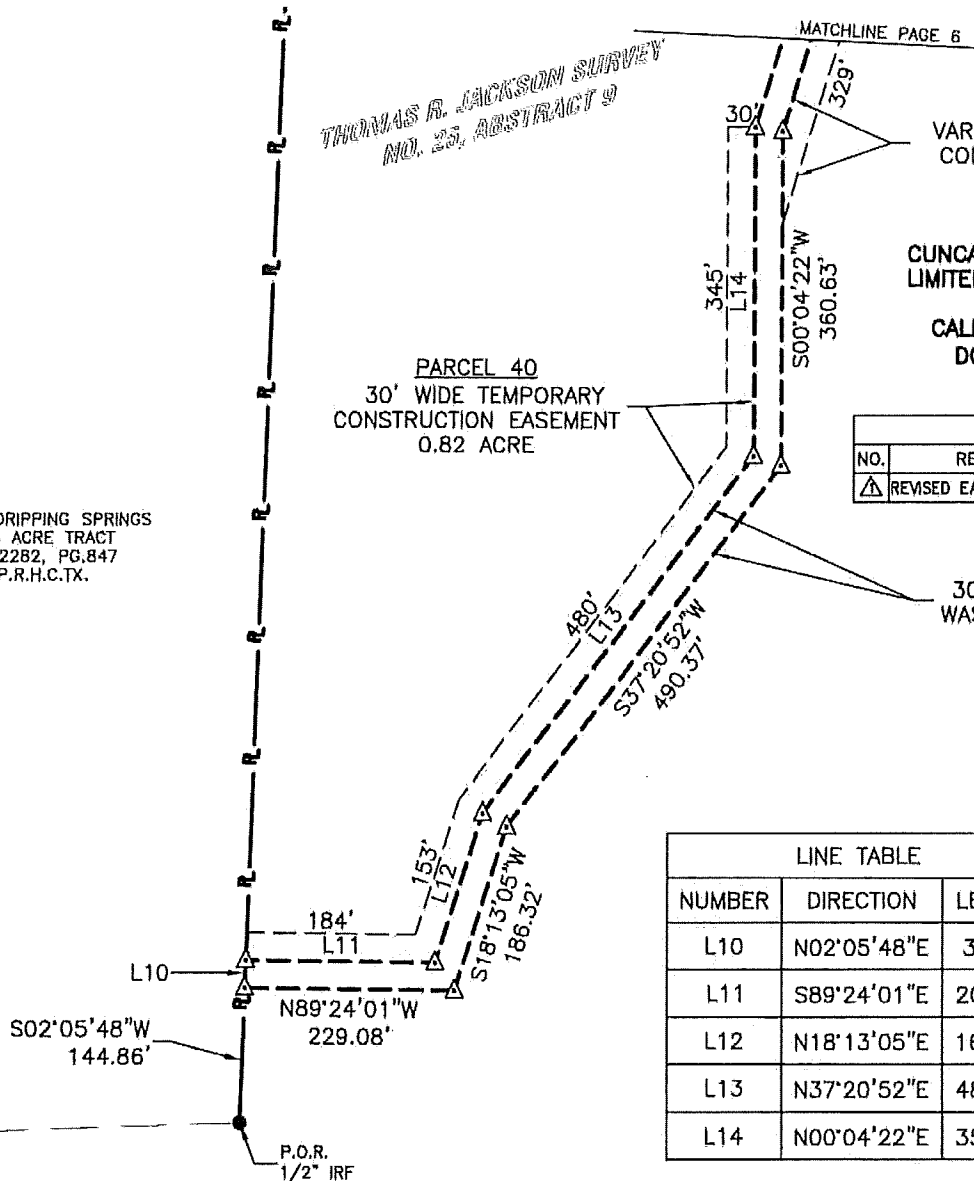
PARCEL 40
30' WIDE TEMPORARY
CONSTRUCTION EASEMENT
0.82 ACRE

PARCEL 40
VARIABLE WIDTH TEMPORARY
CONSTRUCTION EASEMENT
3.72 ACRE

PARCEL 40
CUNCASHCA, LLC, A TEXAS
LIMITED LIABILITY COMPANY
TRACT 4
CALLED 202.38 ACRES
DOC #. 20030036
O.P.R.H.C.TX

REVISIONS			
NO.	REVISION	DATE	TECH
1	REVISED EASEMENT & TCE	3/11/2022	JR

PARCEL 40
30' WIDE WATER AND
WASTEWATER EASEMENT
3.00 ACRE



LINE TABLE		
NUMBER	DIRECTION	LENGTH
L10	N02°05'48"E	30.01'
L11	S89°24'01"E	206.34'
L12	N18°13'05"E	169.43'
L13	N37°20'52"E	485.31'
L14	N00°04'22"E	355.08'

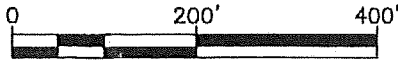
JOB NUMBER: 47232
DATE: 08/18/2020
SCALE: 1/200
SURVEYOR: N. HINES
TECHNICIAN: D. CULLEN
DRAWING: PARCEL 40
TRACT ID: -
PARTY CHIEF: J. STILLMAN
FIELD BOOKS: -



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Texas Firm Registration No. 10064300

PROJECT: WATER & WASTEWATER EASEMENT
CITY OF DRIPPING SPRINGS
SHEET 7
OF 8



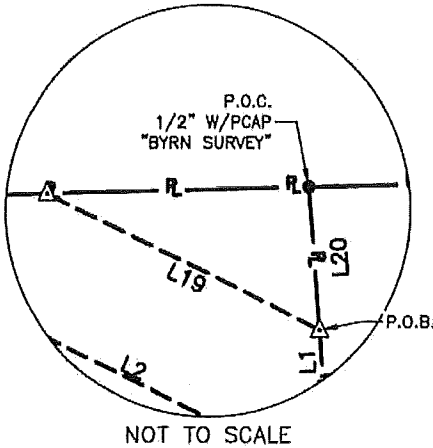
GRAPHIC SCALE

PARCEL 40
HAYS COUNTY, TEXAS

PLAT OF WATER & WASTEWATER EASEMENT
SOUTH REGIONAL WATER
RECLAMATION PROJECT
CITY OF DRIPPING SPRINGS

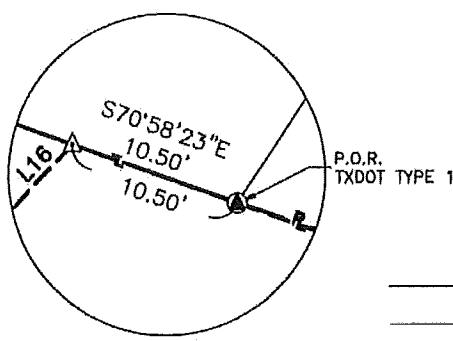


DETAIL 1



NOT TO SCALE

DETAIL 2



NOT TO SCALE

REVISIONS			
NO.	REVISION	DATE	TECH
1	REVISED EASEMENT & TCE	3/11/2022	JR

LEGEND

— R —	PARCEL LIMITS
— L —	APPROXIMATE SURVEY LINE
— — —	EXISTING ROAD
— — —	ADJOINER PROPERTY
.....	FLYTIE
●	IRON ROD FOUND (AS NOTED)
△	CALCULATED POINT
⊙	TXDOT TYPE I MONUMENT
✱	NAIL FOUND
⊗	COTTON SPINDLE FOUND
D.R.H.C.TX.	DEED RECORDS HAYS COUNTY, TEXAS
P.R.H.C.TX.	PLAT RECORDS HAYS COUNTY, TEXAS
O.P.R.H.C.TX.	OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
P.O.C.	POINT OF COMMENCEMENT
[]	PERMANENT EASEMENT
[]	TEMPORARY CONSTRUCTION EASEMENT

PERMANENT EASEMENT AREA: 3.00 ACRES

PART 1 — VARIABLE WIDTH
TEMPORARY CONSTRUCTION EASEMENT AREA: 3.72 ACRES

PART 2 — 30' WIDE
TEMPORARY CONSTRUCTION EASEMENT AREA: 0.82 ACRES

TOTAL TEMPORARY CONSTRUCTION EASEMENT AREA: 4.54 ACRES

NOTES:

- ALL BEARINGS ARE GRID BEARINGS AND ARE BASED ON TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83 (2011). ALL DISTANCES ARE REPRESENTED IN SURFACE VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM. TO OBTAIN GRID DISTANCE MULTIPLY BY CSF OF 0.999870.
- RECORD INFORMATION SHOWN HEREON IS BASED UPON TITLE COMMITMENT ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY GF. NO. 19-1667-CR, EFFECTIVE DATE: MAY 25, 2022, ISSUED JUNE 6, 2022.
- FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT.



Neil Hines 8/18/2022
NEIL HINES DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5642 — STATE OF TEXAS

JOB NUMBER: 47232
DATE: 08/18/2020
SCALE: 1"=200'
SURVEYOR: N. HINES
TECHNICIAN: D. CULLEN
DRAWING: PARCEL 40
TRACT ID: -
PARTY CHIEF: J. STILLMAN
FIELD BOOKS: -



4801 Southwest Parkway
Building Two, Suite 100
Austin Texas, 78735
Ofc: 512.447.0575
Fax: 512.326.3029
email: info@sam.biz

Texas Firm Registration No. 10064300

PROJECT: SANITARY SEWER EASEMENT
CITY OF DRIPPING SPRINGS
SHEET 8
OF 8

**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Hays County, Texas.

23024961 EASEMENT
07/11/2023 02:08:48 PM Total Fees: \$70.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas



EXHIBIT “C”
Wastewater Facilities Agreement
(136 pages)

WASTEWATER FACILITIES AGREEMENT

This Wastewater Facilities Agreement (the “Agreement”) is entered into by and between Cuncashca, LLC, a Texas limited liability company (“Cuncashca”) and the City of Dripping Springs, a general law city of Hays County, Texas (“City”).

RECITALS

- A. Cuncashca is the owner of the land identified on Exhibit “A” attached hereto (the “Cuncashca Property”).
- B. City desires that Cuncashca grant City exclusive easements (together, the “Easement”) within the Cuncashca Property for the sole purposes of installing, constructing, operating, maintaining, upgrading, repairing, removing and replacing underground water, sanitary sewer lines, treated effluent lines, and related appurtenances. A map generally showing the Easement is attached hereto at Exhibit “B”. The Easement documents to be executed (which includes both Permanent Easements and Temporary Construction Easements) are attached hereto at Exhibit “C”. Cuncashca is willing to grant the Easement for the consideration set-forth in this Agreement. The Permanent and Temporary Construction easements will be provided to City at no cost to City.
- C. City desires to acquire approximately 6.79 acres of land in fee simple currently owned by Cuncashca so that City may construct a treated effluent pond south of its existing wastewater treatment plant (hereafter the land sought by City shall be referred to as the “Cuncashca Exchange Land”). A map of the Cuncashca Exchange Land is attached at Exhibit “D”. The special warranty deed to be executed to convey the Cuncashca Exchange Land is attached at Exhibit “E”. Cuncashca desires to acquire approximately 6.79 acres of land currently owned by City (hereafter the land sought to be acquired by Cuncashca shall be referred to as the “City Exchange Land”). A map of the City Exchange Land is attached at Exhibit “F”. The special warranty deed to be executed to convey the City Exchange Land is attached at Exhibit “G”.

AGREEMENT

In consideration of the mutual covenants and obligations hereinafter described, which consideration is deemed sufficient, Cuncashca and City agree as follows:

- 1. Cuncashca agrees as follows:
 - a. Within 30 days after the Effective Date of this Agreement (as defined below), Cuncashca will execute and deliver or have executed and delivered to City the Easement documents attached at Exhibit “C”. Further, Cuncashca agrees to the field location of a two Temporary Construction staging easements areas generally shown on the Exhibit “C-1”.

- b. Within 30 days after the Effective Date of this Agreement, Cuncashca will execute and deliver or have executed and delivered to the City the special warranty deed attached at Exhibit “E”.
 - c. Cuncashca agrees to allow City to continue to use the existing drip fields within the boundary of the land acquired by Cuncashca in accordance with paragraph 3 of this Agreement.
 - d. Subject to the terms of the Temporary Easements, to allow City and its contractors temporary access to the most proximate existing ranch roads during construction of the East Interceptor and South Collector.
 - e. Subject to the terms of both the Temporary and Permanent Easements, to allow, as reasonably necessary, City and its contractors to access such easements on the Cuncashca Property through the new or relocated Charro Ranch/Cuncashca entrance gate on FM 150 so long as H. L. Burns or any entity related to H.L. Burns controls or owns the Cuncashca Property.
2. City agrees as follows:
- a. To allow Cuncashca, its heirs and assigns access to the treated water line within this Agreement for a period of 10 years after the date of City’s abandonment of the irrigation fields in the condition described in Section 3 below, the location of such access to be determined by the mutual agreement of the parties at such time as such use is permitted. Access means, subject to prior contractual arrangements between City and third parties and in accordance with the City’s reclaimed water requirements, the ability to connect and obtain service of the utility and water.
 - b. Simultaneously with the time of receiving the executed special warranty deed attached at Exhibit “E”, to deliver an executed special warranty deed for City Exchange Land, which is attached at Exhibit “G”. The warranty deed must clearly affirm that land exchanged will be released free and clear of any special provisions that run with the exchanged land due to any defect resulting from its prior legally permitted use as a treated effluent land disposal field.
 - c. To take all reasonable steps and instruct its contractors to take steps to prevent cattle escaping the Cuncashca Property during City’s construction activities. City further agrees that it will, within seven business days after the discovery of damage by City or after City’s receipt of notification thereof by Cuncashca, replace any damaged Buried/Surface Services (as defined herein) within the easements or damaged as a result of City’s actions under this Agreement, including proximate to any roadways used by City, its employees, agents or contractors. For purposes hereof, the term “Buried/Surface Services” means all water, sewer, electrical, communications equipment or infrastructure, wells, fencing, posts, gates, locks, gaps, cattleguards, valves, pipes, headers, outlets, splits, T’s, etc. situated on the Cuncashca Property. City will take all reasonable efforts to avoid adverse impact to any Buried/Surface

Services. If the City determines it necessary to relocate any Buried Surface Services situated in any easement area, the City may relocate such item(s), provided that (i) there is no interruption in the service provided by such items(s) other than temporary interruptions required to effectuate such relocation, and (ii) the City provides Cuncashca with a survey or other geo-referenced drawing of the location of any relocated item(s).

- d. With respect to perimeter fencing of boundary for the Cuncashca Property or any interior fencing within the Cuncashca Property, any damaged fencing must be replaced immediately upon observation by City, its vendors, staff and associated contractors or after notice thereof from Cuncashca. Immediate means as fast as reasonably feasible after City's knowledge of damage. Cattle escaping the Cuncashca Property through fencing damaged, removed, or pending replacement shall be recovered by City, at its sole expense and risk, and shall cause the cattle to be returned to the interior of the Cuncashca Property.
- e. City will assist in relocating the existing Charro Ranch/Cuncashca entrance gate on FM 150 by paying \$10,000.00 to Cuncashca. During construction, Cuncashca will allow access through its entrance gate along FM 150 (whether through the existing gate or the new final entrance to be completed by Cuncashca, if Cuncashca desires to construct a new final entrance). If the City provides any temporary access from FM 150 to the temporary laydown area through any other area, the City must obtain all necessary TxDOT permits and approvals therefor, on behalf of Cuncashca.
- f. City, promptly after departure from the Temporary Easements, shall repair damaged surface and return the surface to a like for like condition. Cuncashca may install a new and final main access gate onto its property (if it so desires), while also leaving the existing main access gate in its place, form and function if desired by Cuncashca. However, City is not obligated to pay for any rock work or electrical work desired by Cuncashca.
- g. City will restrict the easements for utilities only. Notwithstanding the prior sentence, if the Cuncashca Property is developed in the future, City may allow walking paths or trails on the permanent easement areas (i.e., not over any temporary roadway areas used during construction or any roadways used for the subsequent operation of the City facilities) pending any negotiated agreements with the ultimate developer of the Cuncashca Property.
- h. Within ninety (90) days of the Effective Date, City and Cuncashca will jointly develop a mutually agreeable plan to determine where City will bore beneath trees (considering all trees 6 inches in diameter and larger, except cedar trees, located within 10 feet of each side of the permanent Easement) when constructing the gravity wastewater alignment and treated effluent line. Measurement of the diameter of such trees will be made in compliance with applicable City standards and regulations. If the parties are unable to reach agreement on such plan, the City will comply with the current City of Austin tree protection guidelines (currently

found at Section 3 of the City of Austin's Environmental Criteria Manual), as applicable, a copy of which can be electronically accessed at https://library.municode.com/tx/austin/codes/environmental_criteria_manual?nodeId=S3TRNAARPR_3.1.0GE).

- i. City will provide during the temporary construction phase tree protection for all trees 6 inches in diameter and larger (except cedar trees) that may remain in the wastewater and temporary construction easements and shall protect those same trees in the same manner for the duration of the Temporary Easements.
- j. Neither City nor its contractors shall use the permanent Easement as access to or from its wastewater facilities that are on land adjacent to the Cuncashca Property. For the avoidance of doubt, while the permanent Easement may be used for maintenance and operations of the facilities that are in the Easement, the Easement is not to be used as a road or other path through Cuncashca Property to access City property.
- k. City will implement oak wilt controls during any of its construction activities. If tree impacting, including stumpage (removal, replacement, trimming, cutting, pruning, etc.), is required to obtain access for equipment, or for any reason or purpose during the initial installation and subsequent operation phase of the utilities inside the Easement, then City will immediately (same day, same shift) cause its employees and agents to seal cut areas with pruning sealer. The organic matter cut (stumps, limbs, leaves, etc.) and lain inside or proximate to the Easement by City must be removed within 3 business days by City from any portion of Cuncashca Property and disposed off-site. City will provide 24-hours' prior notice of construction activities in any new section of the Easement so that Cuncashca representatives can observe oak wilt control activities and confirm the City's compliance therewith. City will contractually obligate its contractors to implement all such oak wilt controls.
- l. After construction, City will restore the existing ranch roads used by City and its contractors to their same or substantially similar condition as they were prior to the commencement of construction by the City, which shall be reasonably acceptable to Cuncashca and City. Any further access to the Cuncashca Property to enter upon the permanent Easement after completion of the construction contemplated hereunder shall be subject to prior notification to Cuncashca or its successors and assigns, by means of phone call, text and/or email, as long as such contact information has been provided to City.
- m. So long as H. L. Burns or any entity related to H.L. Burns controls or owns the Cuncashca Property, after the land exchange contemplated in this Agreement, Cuncashca may access City's roadway that is adjacent to the exchanged property to move hay to or from the City Exchange Land.

3. Cuncashca agrees to allow City to continue to operate the City Exchange Land as a drip irrigation field for the City's wastewater system on the City Exchange Land and Cuncashca will execute any document (if any) required by TCEQ to allow the City to continue to operate in accordance with this paragraph. At no point shall Cuncashca be legally obligated to perform any function required by TCEQ in order to release the drip field lands to Cuncashca from TCEQ or the City, as any such requirement shall be the sole responsibility of City. City will completely abandon the irrigation fields (at its cost) within 6 months of TCEQ closure approval and turn over the City Exchange Land "free and clear" of any encumbrance or regulatory burden that runs with the land as a result of its prior use as a regulated treated water disposal field. An initial operation certified mail notice will be mailed to Cuncashca advising of the date of release by TCEQ and permitted access thereto by Cuncashca and its heirs and assigns. For purposes of this Agreement, the phrase "completely abandon" the irrigation fields means the removal of all wastewater equipment and infrastructure (including, but not limited to sub-surface and surface drip irrigation headers, boxes, valve junctions, wiring and drip related piping and/or infrastructure supporting the drip field) and restoration of the surface of irrigation fields. Restoration of the surface of the irrigation fields shall be deemed accomplished when the grass has grown at least 1 ½" high with 90% coverage and no bare spots larger than 16 square feet exist. The topography shall match adjoining topography. City shall also follow the TCEQ rules for abandonment of the City Exchange Land as drip fields as set-forth at 30 Tex. Admin. Code § 222.163 (a current copy of such rules may be electronically accessed at [https://texreg.sos.state.tx.us/public/readtac\\$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=30&pt=1&ch=222&rl=163](https://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=30&pt=1&ch=222&rl=163)). To the extent that closure of the City Exchange Land as drip fields results in the encumbrance of any restrictions against any specific activity on the property, City will use commercially reasonable efforts to have such restrictions removed as expeditiously as possible. To the extent that such restrictions cannot be removed within one year of the approval of the abandonment of the City Exchange Land as drip fields, then (i) City will pay to Cuncashca or its assigns the then current appraised value of Cuncashca Exchange Land and City will be reconveyed possession and ownership of the City Exchange Land, or (ii) City and Cuncashca shall agree to work together in good faith to develop a mutually agreeable plan to lease from Cuncashca the City Exchange Land and, if desired by City, other land within the Cuncashca Property proximate to the City's existing waste water facilities for its 210 disposal requirements. Such lease would be for a period of twenty (20) years, be upon commercially reasonable terms agreed to by the parties, and would be subject to the terms and provisions of this Agreement, but modified as reasonably necessary to address any future phases of City's disposal uses. Until such time as the City Exchange Land has been turned over to Cuncashca as required hereunder, the City shall be responsible for the payment of any and all ad valorem taxes, assessments, levies, and fees that are assessed against or levied on the City Exchange Land by any taxing authority or other governmental entity.
4. City has previously entered into agreements with RPC Investments, Inc. H. L. Burns, and L.R. Hibberd concerning phase III wastewater deposits (all such agreements are attached at Exhibit "H"). City acknowledges and agrees that 365 LUE Rights under these agreements have been assigned to and are currently held by Cuncashca and commit a total of 365 LUE Rights for the Cuncashca Property based on the terms set forth in such agreements. As

further consideration for this Agreement, City agrees that no Reservation Fees will be charged for the 365 LUEs committed by the agreements at Exhibit “H” until the first day of the month after City has either completely abandoned the irrigation fields and turned over the City Exchange Land in accordance with the terms of Section 3 above or entered into a lease as described in Section 3. For purposes hereof the term “Reservation Fee” means any fee charged by City prior to connection to hold or reserve capacity in the City’s wastewater system. When City offers to serve any portion of the Cuncashca Property in Phase III (as set forth in the agreements at Exhibit “H”, notwithstanding any provisions in such agreements concerning the timing of submitting a “Residential/Commercial Application for Wastewater Service” (hereinafter referred to as “Application”)), Cuncashca and its successors and assigns will have 7 years after City has either completely abandoned the irrigation fields and turned over the City Exchange Land in the condition described in Section 3 above or entered into a lease as described in Section 3 to submit the Application and pay the connection fee in effect at the time of connection. Notwithstanding anything to the contrary in this Agreement, the City agrees that once Phase III wastewater service becomes available, Cuncashca shall be permitted to submit Applications for the use of its LUE Rights, which Applications shall be processed by the City in a non-discriminatory manner and without regard to the status of the abandonment of the irrigation fields described above or any lease.

5. The City has reserved 1 LUE for the house existing on the Cuncashca Property as of the Effective Date of this Agreement. Service for this LUE shall become available upon completion of the wastewater line to be constructed on the Cuncashca Exchange Land. To obtain service for that reserved LUE, Cuncashca will submit an Application, construct facilities needed to connect, and pay any required fees.
6. **ADDITIONAL FENCING PROVISIONS:** City will assure that its contractors will install temporary fencing to the extent necessary to keep livestock on the Cuncashca Property from leaving the premises or wandering from one internally fenced area to another. Wherever the permanent Easement crosses a fence, City shall install a gate and replace/repair the remaining fence line where the crossing occurs. Cuncashca shall be responsible for any perimeter fencing around the City Exchange Land once completely abandoned in accordance with the terms of Section 3 above or entered into a lease as described in Section 3. City shall be responsible for any perimeter fencing around Cuncashca Exchange Land. If any party installs gates having locks that prevent such party from accessing property to which they are entitled to access, double locks (one from each party) shall be used such that both parties may obtain access.
7. **MEDIATION:** Should any dispute concerning this Agreement arise, parties will attempt in good faith to resolve such dispute through informal discussions. In the event that informal discussions do not resolve the issue, the dispute will be submitted to a mutually acceptable mediation service or provider as a condition precedent to filing suit in a court of law. 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 after mediation is complete.

8. **INSURANCE:** At all times during City's use of any portion or the Cuncashca Property, City shall indemnify and save Cuncashca harmless from any and all liability, damage, expense, cause of action, suits, claims or judgments for personal injury, death or property damage arising out of City's use of the Easement, including activities of City and its employees, agents, and contractors (and such agents' and contractors' respective employees and agents). City shall at all times maintain, or cause to be maintained general public liability insurance against claims for personal injury or death and property damage occasioned by any acts and occurring upon, in or on the Cuncashca Property, such coverage to have combined limits for bodily injury and property damage of not less than \$1,000,000.00 per occurrence, and not less than \$2,000,000.00 in the aggregate. Such general public liability insurance shall name Cuncashca, any lessee of Cuncashca, and any mortgagee of the Cuncashca Property or of such lessee's leasehold interest as additional insureds and shall contain the agreement by the insurer that the insurance cannot be terminated, modified or not renewed without thirty (30) days' prior written notice to Cuncashca, any such lessee, and any such mortgagees. City shall deliver to Cuncashca, any such lessee, and any such mortgagees a certificate issued by the insurance carrier evidencing such general public liability insurance within ten (10) days after request therefor.
9. If any provision of this Agreement shall be or become invalid, illegal, or unenforceable in any respect under applicable law the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.
10. The prevailing party in any suit brought to enforce this Agreement shall be entitled to recover reasonable attorney's fees and necessary disbursements in addition to any other awards.
11. All signatories represent and warrant that they have authority to execute this Agreement.
12. This agreement may be executed in counterparts.

Effective as of date executed by last party ("the Effective Date").

[REMAINDER OF PAGE BLANK, SIGNATURE PAGES FOLLOW]

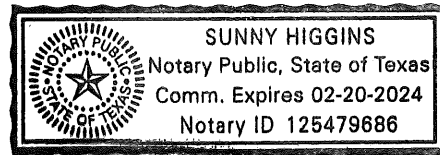
AGREED:

CUNCASHCA, LLC,
a Texas limited liability company

By: [Signature]
Name: H.L. Burns
Title: Manager

Date: 04/18/2023

Sunny Higgins.
04/18/2023



CITY OF DRIPPING SPRINGS, TEXAS

Attest:

Andrea Cunningham
Andrea Cunningham, TRMC
City Secretary

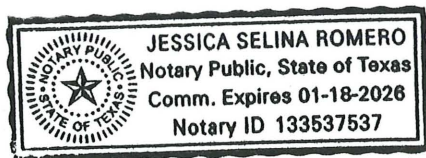
By: Bill Foulds, Jr.
Bill Foulds, Jr.

Date: April 7, 2023



STATE OF TEXAS
COUNTY OF HAYS

This instrument was executed by Bill Foulds, Jr. before me on this the 7th day of April, 2023.



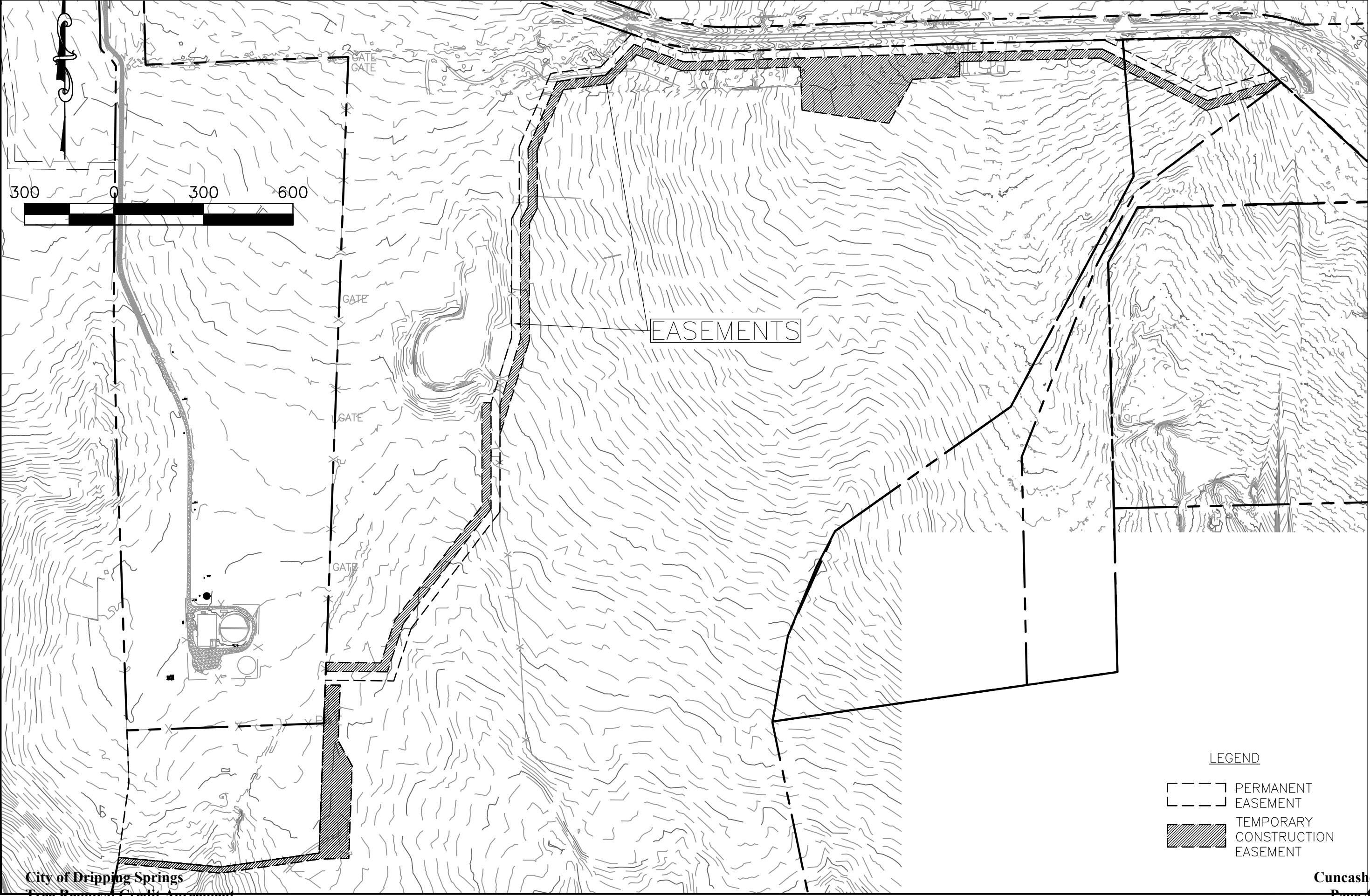
[Signature]

Notary Public, State of Texas

EXHIBIT A



EXHIBIT B



LEGEND

- PERMANENT EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT B

BURGESS & NIPL, INC.
235 LEDGE STONE DRIVE
AUSTIN, TEXAS 78737
(512) 432-1000 Fax: (512) 432-1015

EXHIBIT C

**Part 1 of
EXHIBIT C
(Parcel 27 Wastewater
Easement)**

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

WATER AND WASTEWATER EASEMENT
(CORPORATE - PARCEL 27)

Date: _____

Grantor: CUNCASHCA, LLC a Texas limited liability company

Grantor's Address: P.O. Box 5885, Austin, Texas 78763

Grantee: CITY OF DRIPPING SPRINGS, TEXAS, a General Law municipality situated in Hays County, Texas

Grantee's Address: P.O. Box 384
511 Mercer Street
Dripping Springs, Hays County, Texas 78620

Property: An exclusive easement and right-of-way in, upon, over, under, along, through, and across the parcel of real property of Grantor ("Easement"), said Easement consisting of approximately 0.38 acres, more or less, and more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by reference ("Easement Tract").

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration paid to Grantor for which no lien either express or implied is retained

Permitted Encumbrances: All encumbrances and other matters of record in the Official Public Records of Hays County, Texas, to the extent they are validly existing and affect the Easement Tract.

GRANT OF EASEMENT:

CUNCASHCA, LLC, a Texas limited liability company ("Grantor"), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby GRANT, SELL AND CONVEY unto **THE CITY OF DRIPPING SPRINGS, TEXAS**, a General Law municipality located in Hays County, Texas ("Grantee") the Easement in, upon, over, under, along, through, and across the Easement Tract TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the right and privilege at any and all times to enter the

Easement Tract with full rights of ingress and egress from the adjoining property of Grantor, or any part thereof, for the purpose of construction, operation, maintenance, replacement, upgrade, and repair of the improvements which are constructed and installed therein or thereon under the terms of this Easement.

Grantor, on behalf of Grantor and its successors and assigns, does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted on the Easement Tract, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same.

CHARACTER OF EASEMENT:

The Easement granted herein is "in gross," in that there is no "Benefitted Property." Nevertheless, the Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof. The Easement rights of use granted herein are irrevocable. The Easement is for the benefit of Grantee.

PURPOSE OF EASEMENT:

The Easement shall be used by Grantee for public wastewater and/or water utility purposes, including placement, construction, installation, replacement, repair, maintenance, upgrade, relocation, removal, and operation of public wastewater or water pipelines and related appurtenances, or making connections thereto ("Facilities"). The Easement shall also be used by Grantee for the purpose of providing access for the operation, repair, maintenance, replacement and expansion of the Facilities.

Upon completion of construction, Grantee agrees to restore the surface of the Easement Tract as follows: remove any construction debris or other material remaining on the site after construction, remove any disturbed rock, roots, and soil, remove any temporary barriers, remove any temporary access roads and drainage facilities, revegetate disturbed vegetated areas, and restore roadway surfaces to existing or better condition, unless requested otherwise by Grantor.

Neither Grantee nor its contractors shall use the Easement as access to or from its wastewater facilities that are on land adjacent to the property upon which the Easement is located. For the avoidance of doubt, while the Easement may be used for maintenance and operations of the facilities that are in the Easement, the Easement is not to be used as a road or other path through to the property upon which the Easement is located to access adjacent property.

DURATION OF EASEMENT:

The Easement shall be perpetual. Grantor hereby binds Grantor and Grantor's successors and assigns, to warrant and forever defend the Easement on the Easement Tract unto Grantee, its successors and assigns, against any person whomsoever lawfully claiming.

GRANTOR USE:

Grantor hereby retains surface use of the Easement Tract and the right to plant and maintain ground cover and grasses only, and to install, maintain, and replace water and irrigation lines and

similar infrastructure (both existing and future), so long as they do not interfere with the purpose of the easement or the Facilities. Grantor relinquishes the authority for planting or cultivation of bushes, trees or other living matter (except as specified herein), and building and maintaining any structures within the Easement Tract, and acknowledges that such uses are specifically prohibited. Grantor grants to Grantee the right to remove any living material or structures located within the Easement Tract, without Grantor recourse, to prevent interference with the operation or repairs to Grantee's facilities or use within the Easement Tract.

In witness whereof, this instrument is executed this ____ day of _____, 20__.

GRANTOR:

By: _____

Title: _____

STATE OF TEXAS	§	
	§	CORPORATE ACKNOWLEDGMENT
COUNTY OF _____	§	

This instrument was acknowledged before me, the undersigned authority, this ____ day of _____, 20__, by _____, on behalf of CUNCASHCA, LLC, a Texas limited liability company,

Notary Public In and For
The State of Texas

My Commission expires: _____

AFTER RECORDING RETURN TO:

City Secretary
City of Dripping Springs
P.O. Box 384
Dripping Springs, Texas 78620

EXHIBIT “A”
EASEMENT TRACT



SAM, LLC

4801 Southwest Parkway, Bldg. Two, Suite 100, Austin, TX 78735

Ofc 512.447.0575 Fax 512.326.3029

info@sam.biz www.sam.biz TBPLS # 10064300

Contract No. CUN20260316

Parcel 27
Legal Description
City of Dripping Springs
South Regional Water Reclamation Project
30 Foot Wide Water and Wastewater Easement
0.38 Acre (16,553 Square Foot)

PARCEL 27:

BEING A 0.38 ACRE, 30 FOOT WIDE WATER AND WASTEWATER EASEMENT, SITUATED IN THE THOMAS R. JACKSON SURVEY NO. 25, ABSTRACT NO. 9, HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 18.01 ACRE TRACT DESCRIBED IN A DEED TO CUNCASHCA, LLC, A TEXAS LIMITED LIABILITY COMPANY, AND RECORDED IN DOCUMENT NUMBER 20000362, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAID 0.38 ACRE 30 FOOT WIDE WATER AND WASTEWATER AND WASTEWATER BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a plastic cap stamped "BYRN SURVEY" found for a northwest corner of said 18.01 acre tract, same being the northeast corner of a called 202.38 acre tract described in a deed as Tract 4 to Cuncashca, LLC, a Texas Limited Liability Company, and recorded in Document Number 20030036, (O.P.R.H.C.TX.);

THENCE S 04°34'45" E, with the common line of said 18.01 acre tract, and said Tract 4, a distance of 33.41 feet, to a calculated point on the said common line for the **POINT OF BEGINNING** of this 30 foot wide Water and Wastewater easement;

THENCE over and across said 18.01 acre tract, the following two (2) courses and distances:

- 1) S 63°50'12" E, a distance of 316.32 feet, to a calculated point, for an angle corner of this Water and Wastewater easement, and
- 2) N 72°59'51" E, a distance of 217.03 feet, to a calculated point on an east line of said 18.01 acre tract, and the southwest R.O.W. of F.M. Highway 150 (Variable Width R.O.W.) for an angle corner of this Water and Wastewater easement. From which a TXDOT Type 1 monument found on the northeast corner of said 18.01 acre tract, and a corner in the southwest R.O.W. of F.M. Highway 150 (Variable Width R.O.W.), bears N 47°28'21" W, a distance of 175.30 feet;

THENCE S 47°28'21" E, with the common line of said 18.01 acre tract, and said R.O.W. of F.M. Highway 150 (Variable Width R.O.W.), a distance of 34.81 feet, to a calculated point on the said common line, for an angle point of this 30 foot wide Water and Wastewater easement;



THENCE over and across said 18.01 acre tract, the following two (2) courses and distances:

- 1) S 72°59'51" W, a distance of 246.55 feet, to a calculated point for an angle point of this Water and Wastewater easement, and
- 2) N 63°50'12" W, a distance of 310.34 feet, to a calculated point on the common line of said 18.01 acre tract and said Tract 4, for an angle point of this Water and Wastewater easement,

THENCE N 04°34'45" W, with said common line, a distance of 34.91 feet, to the **POINT OF BEGINNING** and containing 0.38 acres, more or less.

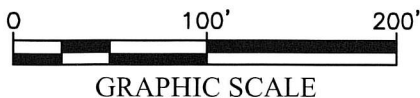
The bearings shown hereon are based on the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are surface in U.S. Survey Feet and may be converted to grid by multiplying the distance by a combined scale factor of 0.999870.

Neil Hines



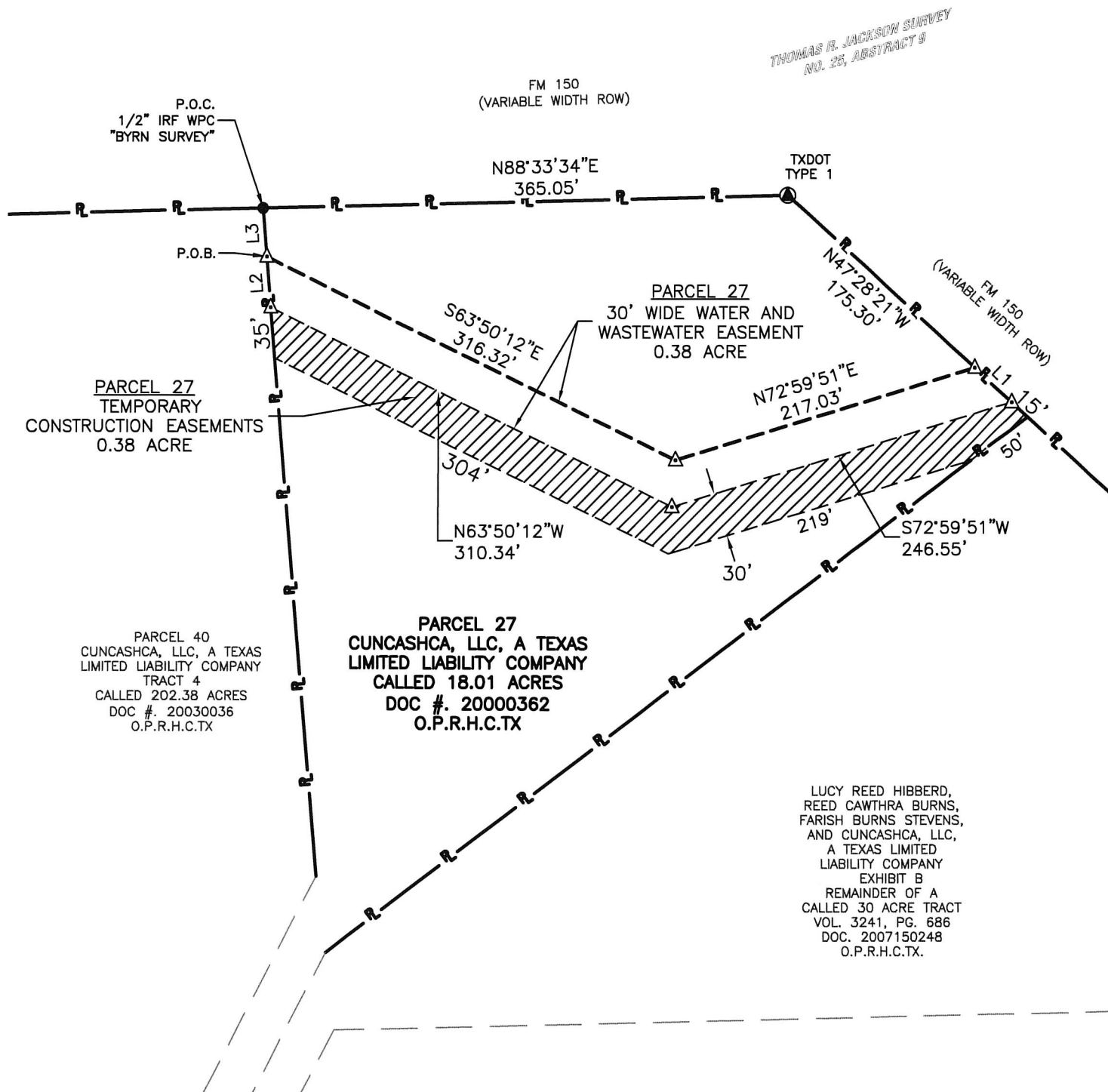
Neil Hines
Registered Professional Land Surveyor
Texas Registration Number 5642

Date: 15 September 2022



PARCEL 27
HAYS COUNTY, TEXAS

Contract No. CUN20260316
PLAT OF WATER & WASTEWATER EASEMENT
SOUTH REGIONAL WATER
RECLAMATION PROJECT
CITY OF DRIPPING SPRINGS



JOB NUMBER: 47232
DATE: 08/18/2020
SCALE: 1"=100'
SURVEYOR: N. HINES
TECHNICIAN: D. CULLEN
DRAWING: PARCEL 27-R4
TRACT ID: -
PARTY CHIEF: STILLMAN
FIELDBOOKS: 1



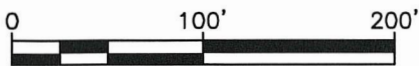
4801 Southwest Parkway
Building Two, Suite 100
Austin Texas, 78735
Ofc: 512.447.0575
Fax: 512.326.3029
email: Info@sam.biz

PROJECT: WATER & WASTEWATER EASEMENT
CITY OF DRIPPING SPRINGS

SHEET 3
OF 4

Cuncashca, LLC

Page 53 of 167



GRAPHIC SCALE

PARCEL 27
HAYS COUNTY, TEXAS

PLAT OF WATER & WASTEWATER EASEMENT
SOUTH REGIONAL WATER
RECLAMATION PROJECT
CITY OF DRIPPING SPRINGS

Contract No. CUN20260316



LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	S47°28'21"E	34.81'
L2	N04°34'45"W	34.91'
L3	S04°34'45"E	33.41'

LEGEND

——— R ———	PARCEL LIMITS
——— S ———	APPROXIMATE SURVEY LINE
—————	EXISTING ROAD
—————	ADJOINER PROPERTY
.....	FLYTIE
●	IRON ROD FOUND (AS NOTED)
△	CALCULATED POINT
⊙	TXDOT TYPE I MONUMENT
⚓	NAIL FOUND
⊗	COTTON SPINDLE FOUND
D.R.H.C.TX.	DEED RECORDS HAYS COUNTY, TEXAS
P.R.H.C.TX.	PLAT RECORDS HAYS COUNTY, TEXAS
O.P.R.H.C.TX.	OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
P.O.C.	POINT OF COMMENCEMENT
[]	PERMANENT EASEMENT
[/]	TEMPORARY CONSTRUCTION EASEMENT

PERMANENT EASEMENT AREA: 0.38 ACRES

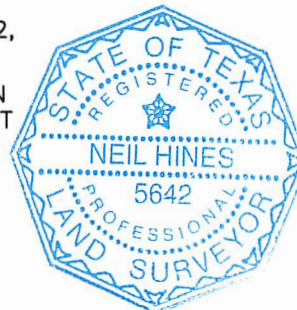
TEMPORARY CONSTRUCTION EASEMENT AREA: 0.38 ACRES

NOTES:

- ALL BEARINGS ARE GRID BEARINGS AND ARE BASED ON TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83 (2011). ALL DISTANCES ARE REPRESENTED IN SURFACE VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM. TO OBTAIN GRID DISTANCE MULTIPLY BY CSF OF 0.999870.
- RECORD INFORMATION SHOWN HEREON IS BASED UPON TITLE COMMITMENT ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY GF. NO. 19-1661-CR, EFFECTIVE DATE: MAY 25, 2022, ISSUED JUNE 6, 2022.
- FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT.

NEIL HINES 15 September 2022
NEIL HINES
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5642 - STATE OF TEXAS

DATE



JOB NUMBER: 47232
DATE: 08/18/2020
SCALE: 1:100
SURVEYOR: N. HINES
TECHNICIAN: D. CULLEN
DRAWING: PARCEL 27-R4
TRACT ID: -
PARTY: CITY OF DRIPPING SPRINGS
FIELDBOOKS: -



4801 Southwest Parkway
Building Two, Suite 100
Austin Texas, 78735
Ofc: 512.447.0575
Fax: 512.326.3029
email: info@sam.biz

Texas Firm Registration No. 10064300

PROJECT: WATER & WASTEWATER EASEMENT
CITY OF DRIPPING SPRINGS

SHEET 4
OF 4

Cuncashca, LLC

Page 54 of 167

**Part 2 of
EXHIBIT C
(Parcel 40 Wastewater
Easement)**

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

WATER AND WASTEWATER EASEMENT
(CORPORATE - PARCEL 40)

Date: _____

Grantor: CUNCASHCA, LLC a Texas limited liability company

Grantor's Address: PO Box 5885, Austin, Texas 78763

Grantee: CITY OF DRIPPING SPRINGS, TEXAS, a General Law municipality situated in Hays County, Texas

Grantee's Address: P.O. Box 384
511 Mercer Street
Dripping Springs, Hays County, Texas 78620

Property: An exclusive easement and right-of-way in, upon, over, under, along, through, and across the parcel of real property of Grantor ("Easement"), said Easement consisting of approximately 3.00 acres, more or less, and more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by reference ("Easement Tract").

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration paid to Grantor for which no lien either express or implied is retained

Permitted Encumbrances: All encumbrances and other matters of record in the Official Public Records of Hays County, Texas, to the extent they are validly existing and affect the Easement Tract.

GRANT OF EASEMENT:

CUNCASHCA, LLC, a Texas limited liability company ("Grantor"), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby GRANT, SELL AND CONVEY unto **THE CITY OF DRIPPING SPRINGS, TEXAS**, a General Law municipality located in Hays County, Texas ("Grantee") the Easement in, upon, over, under, along, through, and across the Easement Tract TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the right and privilege at any and all times to enter the

Easement Tract with full rights of ingress and egress from the adjoining property of Grantor, or any part thereof, for the purpose of construction, operation, maintenance, replacement, upgrade, and repair of the improvements which are constructed and installed therein or thereon under the terms of this Easement.

Grantor, on behalf of Grantor and its successors and assigns, does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted on the Easement Tract, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same.

CHARACTER OF EASEMENT:

The Easement granted herein is "in gross," in that there is no "Benefitted Property." Nevertheless, the Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof. The Easement rights of use granted herein are irrevocable. The Easement is for the benefit of Grantee.

PURPOSE OF EASEMENT:

The Easement shall be used by Grantee for public wastewater and/or water utility purposes, including placement, construction, installation, replacement, repair, maintenance, upgrade, relocation, removal, and operation of public wastewater or water pipelines and related appurtenances, or making connections thereto ("Facilities"). The Easement shall also be used by Grantee for the purpose of providing access for the operation, repair, maintenance, replacement and expansion of the Facilities.

Upon completion of construction, Grantee agrees to restore the surface of the Easement Tract as follows: remove any construction debris or other material remaining on the site after construction, remove any disturbed rock, roots, and soil, remove any temporary barriers, remove any temporary access roads and drainage facilities, revegetate disturbed vegetated areas, and restore roadway surfaces to existing or better condition, unless requested otherwise by Grantor.

Neither Grantee nor its contractors shall use the Easement as access to or from its wastewater facilities that are on land adjacent to the property upon which the Easement is located. For the avoidance of doubt, while the Easement may be used for maintenance and operations of the facilities that are in the Easement, the Easement is not to be used as a road or other path through to the property upon which the Easement is located to access adjacent property.

DURATION OF EASEMENT:

The Easement shall be perpetual. Grantor hereby binds Grantor and Grantor's successors and assigns, to warrant and forever defend the Easement on the Easement Tract unto Grantee, its successors and assigns, against any person whomsoever lawfully claiming.

GRANTOR USE:

Grantor hereby retains surface use of the Easement Tract and the right to plant and maintain ground cover and grasses only and to install, maintain, and replace water and irrigation lines and

similar infrastructure (both existing and future), so long as they do not interfere with the purpose of the easement or the Facilities. Grantor relinquishes the authority for planting or cultivation of bushes, trees or other living matter (except as specified herein), and building and maintaining any structures within the Easement Tract, and acknowledges that such uses are specifically prohibited. Grantor grants to Grantee the right to remove any living material or structures located within the Easement Tract, without Grantor recourse, to prevent interference with the operation or repairs to Grantee's facilities or use within the Easement Tract.

In witness whereof, this instrument is executed this ____ day of _____, 20__.

GRANTOR:

By: _____

Title: _____

STATE OF TEXAS

§

§

§

COUNTY OF _____

CORPORATE ACKNOWLEDGMENT

This instrument was acknowledged before me, the undersigned authority, this ____ day of _____, 20__, by _____, on behalf of CUNCASHCA, LLC, a Texas limited liability company,

Notary Public In and For
The State of Texas

My Commission expires: _____

AFTER RECORDING RETURN TO:

City Secretary
City of Dripping Springs
P.O. Box 384
Dripping Springs, Texas 78620

EXHIBIT “A”
EASEMENT TRACT



SAM, LLC

4801 Southwest Parkway, Bldg. Two, Suite 100, Austin, TX 78735

Ofc 512.447.0575 Fax 512.326.3029

info@sam.biz www.sam.biz TBPLS # 10064300

Contract No. CUN20260316

Parcel 40
Legal Description
City of Dripping Springs
South Regional Water Reclamation Project
30 Foot Wide Water and Wastewater Easement
3.00 Acre (130,486 Square Foot)

PARCEL 40:

BEING A 3.00 ACRE, 30 FOOT WIDE WATER AND WASTEWATER EASEMENT, SITUATED IN THE THOMAS R. JACKSON SURVEY NO. 25, ABSTRACT NO. 9, HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 202.38 ACRE TRACT (TRACT 4) AND 15.65 ACRE TRACT (TRACT 3) DESCRIBED IN A DEED TO CUNCASHCA, LLC, A TEXAS LIMITED LIABILITY COMPANY AND RECORDED IN DOCUMENT NUMBER 20030036, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAID 3.00 ACRE 30 FOOT WIDE WATER AND WASTEWATER EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a plastic cap stamped "BYRN SURVEY" found for a northeast corner of said Tract 4, same being the northwest corner of a called 18.01 acre tract, described in a deed to Cuncashca, LLC, a Texas Limited Liability Company, recorded in Document Number 20000362, O.P.R.H.C.TX., and on the south R.O.W. line of F.M. Highway 150 (Variable Width R.O.W.);

THENCE S 04°34'45" E, with the common line of said Tract 4 and said 18.01 acre tract, a distance of 33.41 feet, to a calculated point on the said common line for the **POINT OF BEGINNING** of this 30 foot wide Water and Wastewater easement;

THENCE S 04°34'45" E, with the said common line, a distance of 34.91 feet, to a calculated point on the said common line for an angle corner of this 30 foot wide Water and Wastewater easement;

THENCE over and across said Tracts 3 and 4, the following sixteen (16) courses and distances:

- 1) N 63°50'12" W, a distance of 82.47 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 2) S 88°33'34" W, a distance of 446.30 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 3) S 88°06'36" W, a distance of 745.01 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 4) S 88°06'34" W, a distance of 212.06 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 5) N 70°43'25" W, a distance of 176.57 feet, to a calculated point, for an angle corner of this Water and Wastewater easement,



- 6) S 42°56'54" W, a distance of 140.46 feet, to a calculated point, for an angle corner of this Water and Wastewater easement,
- 7) S 82°22'08" W, a distance of 163.71 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 8) S 23°24'36" W, a distance of 244.46 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 9) S 00°04'02" E, a distance of 193.76 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 10) S 27°38'27" W, a distance of 54.53 feet, to a calculated point, for an angle corner of this Water and Wastewater easement,
- 11) S 00°06'46" W, a distance of 397.14 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 12) S 17°23'20" W, a distance of 228.12 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 13) S 00°04'22" W, a distance of 360.63 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 14) S 37°20'52" W, a distance of 490.37 feet, to a calculated point, for an angle corner of this Water and Wastewater easement,
- 15) S 18°13'05" W, a distance of 186.32 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 16) N 89°24'01" W, a distance of 229.08 feet, to a calculated point on the west line of said 202.38 acre tract for an angle corner of this Water and Wastewater easement. From which a 1/2-inch iron rod found at an interior corner of said Tract 4, same being on the east line of a called 40.58 acre tract, described in a deed to the City of Dripping Springs, recorded in Volume 2282, Page 847, (O.P.R.H.C.TX.), bears S 02°05'48" W, a distance of 144.86 feet;

THENCE N 02°05'48" E, with the common line of said Tract 4 and said 40.58 acre tract, a distance of 30.01 feet, to a calculated point on the said common line, for an angle point of this 30 foot wide Water and Wastewater easement;

THENCE over and across said Tracts 3 and 4, the following eleven (11) courses and distances:

- 1) S 89°24'01" E, a distance of 206.34 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 2) N 18°13'05" E, a distance of 169.43 feet, to a calculated point for an angle point of this Water and Wastewater easement,



- 3) N 37°20'52" E, a distance of 485.31 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 4) N 00°04'22" E, a distance of 355.08 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 5) N 17°23'20" E, a distance of 228.13 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 6) N 00°06'46" E, a distance of 399.93 feet, to a calculated point, for an angle corner of this Water and Wastewater easement,
- 7) N 27°38'27" E, a distance of 54.48 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 8) N 00°04'02" W, a distance of 192.59 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 9) N 23°24'36" E, a distance of 267.65 feet, to a calculated point for an angle point of this Water and Wastewater easement,
- 10) N 82°22'08" E, a distance of 169.92 feet, to a calculated point for an angle corner of this Water and Wastewater easement,
- 11) N 42°56'54" E, a distance of 149.45 feet, to a calculated point on the northeast line of Tract 3 and the south R.O.W. line of F.M. Highway 150 (variable width R.O.W.), for an angle point of this Water and Wastewater easement, from which a TXDOT Type 1 monument found on the common line of said Tract 3 and F.M. Highway R.O.W. (variable width R.O.W.), bears S 70°58'23" E, a distance of 10.50 feet;

THENCE S 70°43'25" E, departing said northeast line of Tract 3, over and across Tract 4, a distance of 190.83 feet, to a calculated point of this Water and Wastewater easement;

THENCE N 88°06'34" E, over and across Tract 4, passing at a distance of 187.97 feet a TXDOT Type 1 monument found on the north line of said Tract 4 and the south R.O.W. line of F.M. Highway R.O.W. (variable width R.O.W.), continuing with the common line of said Tract 4 and south line of F.M. Highway 150 (variable width R.O.W.), for a total distance of 206.12 feet to a point on the north line of said common line for an angle point of this 30 foot wide Water and Wastewater easement;

THENCE N 88°06'36" E continuing with common line of said Tract 4 and south line of F.M. Highway 150 (variable width R.O.W.), a distance of 745.13 feet, to a calculated point on said common line for an angle point of this Water and Wastewater easement,

THENCE N 88°33'34" E continuing with common line of said Tract 4 and south line of F.M. Highway 150 (variable width R.O.W.), a distance of 453.79 feet, to a calculated point on said common line for an angle point of this Water and Wastewater easement,



THENCE S 63°50'12" E, over and across said Tract 4, a distance of 72.00 feet, to the **POINT OF BEGINNING** and containing 3.00 acres, more or less.

The bearings shown hereon are based on the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are surface in U.S. Survey Feet and may be converted to grid by multiplying the distance by a combined scale factor of 0.999870.

Neil Hines



Neil Hines
Registered Professional Land Surveyor
Texas Registration Number 5642

Date: 8 September 2022



PARCEL 40
HAYS COUNTY, TEXAS

PLAT OF WATER & WASTEWATER EASEMENT
SOUTH REGIONAL WATER
RECLAMATION PROJECT
CITY OF DRIPPING SPRINGS

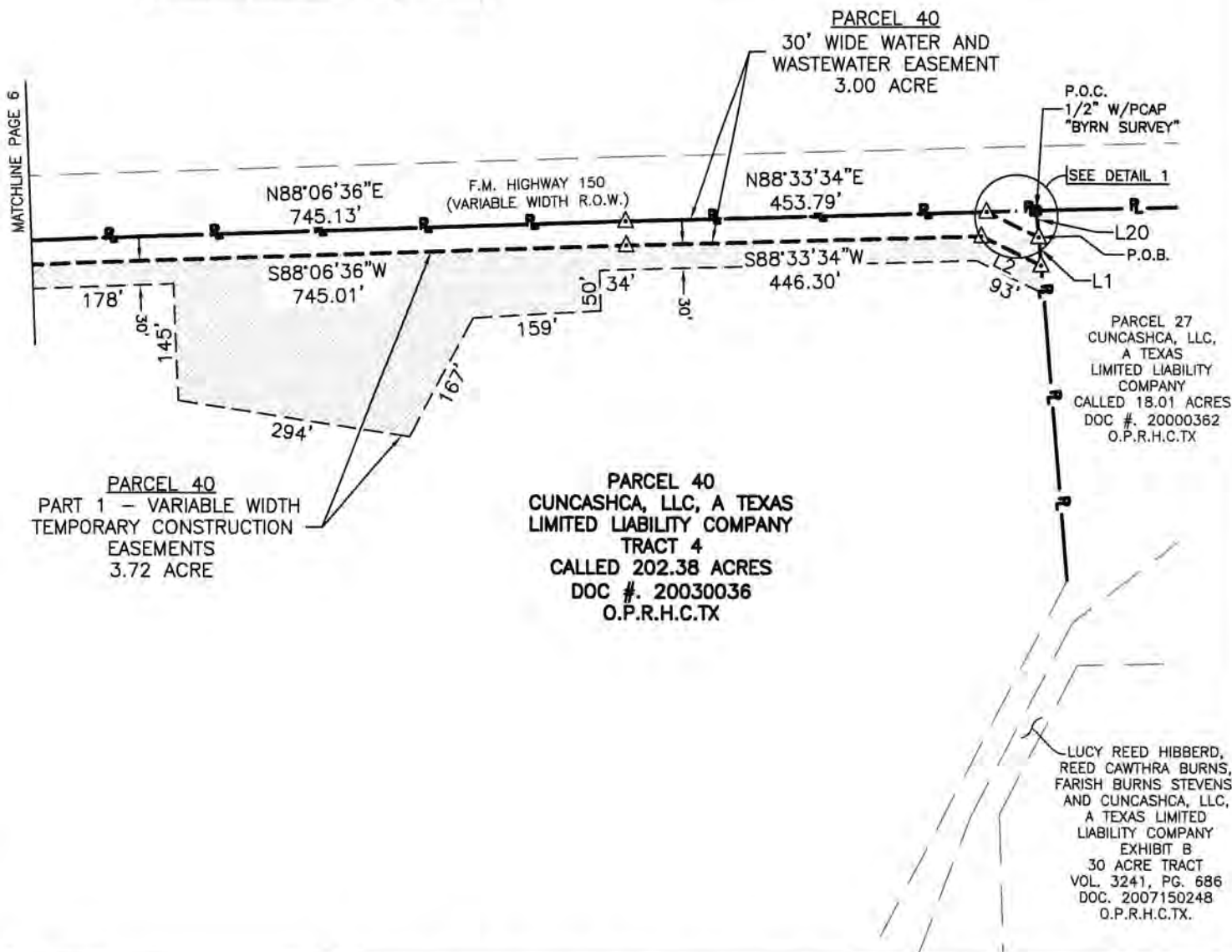
Contract No. CUN20260316



LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	S04°34'45"E	34.91'
L2	N63°50'12"W	82.47'
L19	S63°50'12"E	72.00'
L20	N04°34'45"W	33.41'

THOMAS R. JACKSON SURVEY
NO. 25, ABSTRACT 9

REVISIONS			
NO.	REVISION	DATE	TECH
1	REVISED EASEMENT & TCE	3/11/2022	JR



JOB NUMBER: 47232
DATE: 08/18/2020
SCALE: 1"=200'
SURVEYOR: N. HINES
TECHNICIAN: D. CULLEN
DRAWING: PARCEL 40
TRACT ID: -
PARTY: CEE, STILLMAN
FIELDBOOKS



4801 Southwest Parkway
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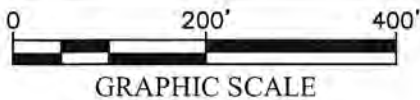
Texas Firm Registration No. 10064300

PROJECT: WATER & WASTEWATER ESMT.
CITY OF DRIPPING SPRINGS

SHEET 5
OF 8

Cuncashca, LLC

Page 64 of 167



PARCEL 40
HAYS COUNTY, TEXAS

PLAT OF WATER & WASTEWATER EASEMENT SOUTH REGIONAL WATER RECLAMATION PROJECT CITY OF DRIPPING SPRINGS

Contract No. CUN20260316

CUNCASHCA, LLC, A TEXAS
LIMITED LIABILITY COMPANY
TRACT 3
CALLED 15.65 ACRES
DOC #. 20030036
O.P.R.H.C.TX

THOMAS R. JACKSON SURVEY
NO. 25, ABSTRACT 9

PARCEL 40
30' WIDE WATER AND
WASTEWATER EASEMENT
3.00 ACRE

PARCEL 40
PART 1 - VARIABLE WIDTH
TEMPORARY CONSTRUCTION
EASEMENTS
3.72 ACRE

PARCEL 40
CUNCASHCA, LLC, A TEXAS
LIMITED LIABILITY COMPANY
TRACT 4
CALLED 202.38 ACRES
DOC #. 20030036
O.P.R.H.C.TX

REVISIONS			
NO.	REVISION	DATE	TECH
1	REVISED EASEMENT & TCE	3/11/2022	JR

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L3	N70°43'25"W	176.57'
L4	S42°56'54"W	140.46'
L5	S82°22'08"W	163.71'
L6	S23°24'36"W	244.46'
L7	S00°04'02"E	193.76'
L8	S27°38'27"W	54.53'
L9	S17°23'20"W	228.12'
L15	N27°38'27"E	54.48'
L16	N42°56'54"E	149.45'
L17	S70°43'25"E	190.83'
L18	N88°06'34"E	206.12'



JOB NUMBER: 47232
DATE: 08/18/2020
SCALE: 1"=200'
SURVEYOR: N. HINES
TECHNICIAN: D. CULLEN
DRAWING: PARCEL 40
TRACT ID: -
PARTY: CEE, STILLMAN
FIELDBOOK: -



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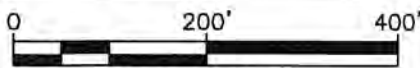
Texas Firm Registration No. 10064300

PROJECT: WATER & WASTEWATER EASEMENT
CITY OF DRIPPING SPRINGS

SHEET 6
OF 8

Cuncashca, LLC

Page 65 of 167



GRAPHIC SCALE

PARCEL 40
HAYS COUNTY, TEXAS

PLAT OF WATER & WASTEWATER EASEMENT
SOUTH REGIONAL WATER
RECLAMATION PROJECT
CITY OF DRIPPING SPRINGS

Contract No. CUN20260316



THOMAS R. JACKSON SURVEY
NO. 25, ABSTRACT 9

MATCHLINE PAGE 6

PARCEL 40
VARIABLE WIDTH TEMPORARY
CONSTRUCTION EASEMENT
3.72 ACRE

PARCEL 40
CUNCASHCA, LLC, A TEXAS
LIMITED LIABILITY COMPANY
TRACT 4
CALLED 202.38 ACRES
DOC #. 20030036
O.P.R.H.C.TX

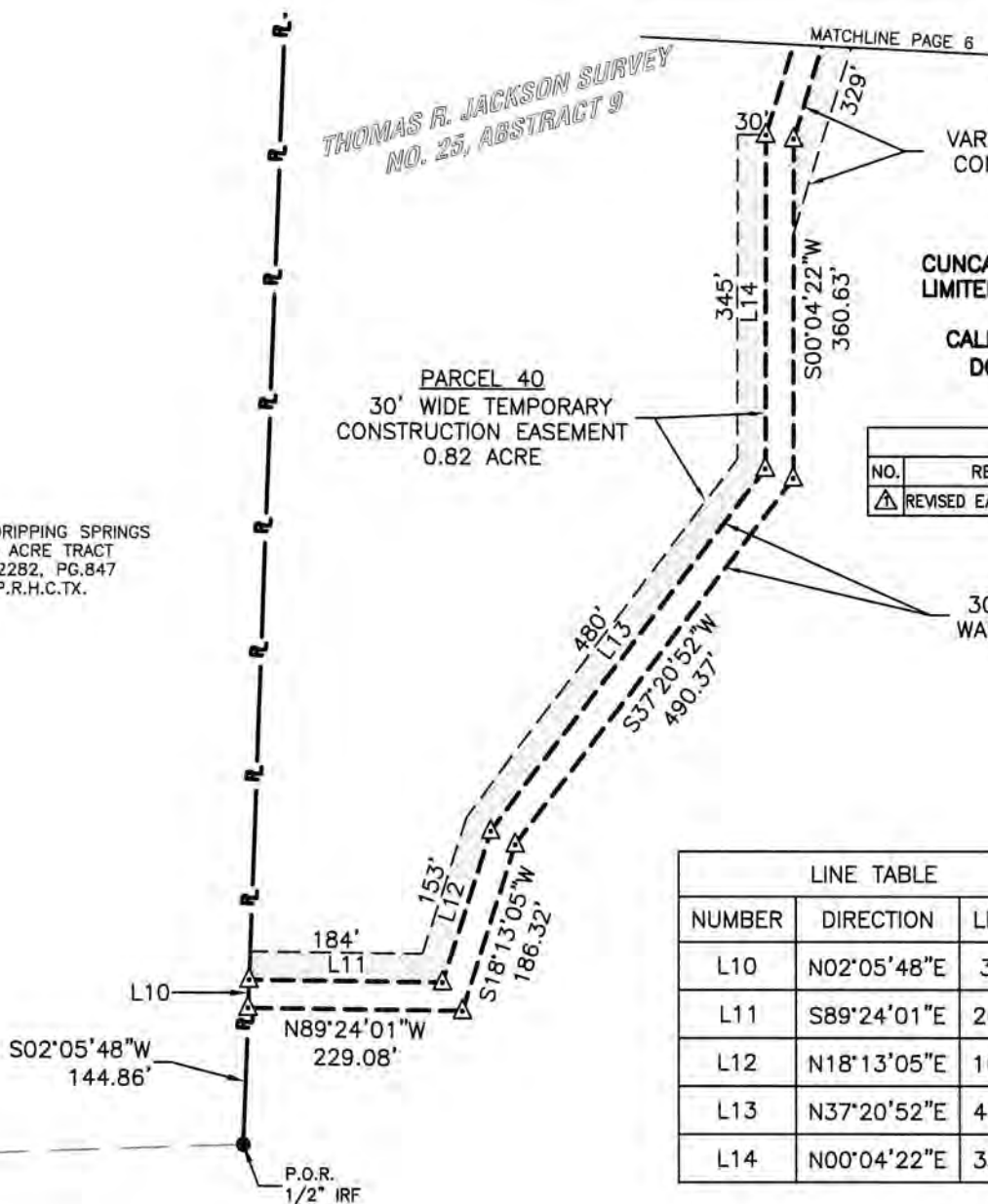
PARCEL 40
30' WIDE TEMPORARY
CONSTRUCTION EASEMENT
0.82 ACRE

REVISIONS			
NO.	REVISION	DATE	TECH
1	REVISED EASEMENT & TCE	3/11/2022	JR

PARCEL 40
30' WIDE WATER AND
WASTEWATER EASEMENT
3.00 ACRE

CITY OF DRIPPING SPRINGS
40.58 ACRE TRACT
VOL. 2282, PG. 847
O.P.R.H.C.TX.

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L10	N02°05'48"E	30.01'
L11	S89°24'01"E	206.34'
L12	N18°13'05"E	169.43'
L13	N37°20'52"E	485.31'
L14	N00°04'22"E	355.08'



JOB NUMBER: 47232
DATE: 08/18/2020
SCALE: 1:200
SURVEYOR: N. HINES
TECHNICIAN: D. CULLEN
DRAWING: PARCEL 40
TRACT ID: -
PARTY CHIEF: J. STILLMAN
FIELD BOOKS: -



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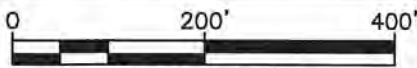
Texas Firm Registration No. 10064300

PROJECT: WATER & WASTEWATER EASEMENT
CITY OF DRIPPING SPRINGS

SHEET 7
OF 8

Cuncashca, LLC

Page 66 of 167



GRAPHIC SCALE

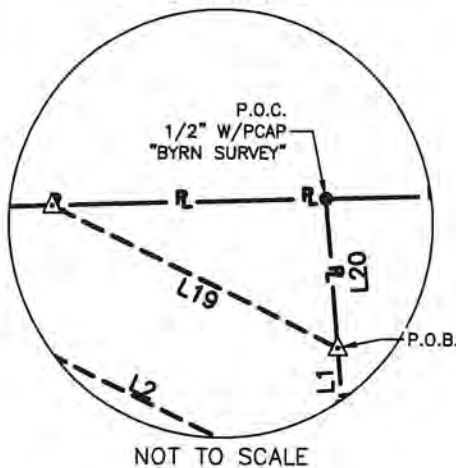
PARCEL 40
HAYS COUNTY, TEXAS

PLAT OF WATER & WASTEWATER EASEMENT
SOUTH REGIONAL WATER
RECLAMATION PROJECT
CITY OF DRIPPING SPRINGS

Contract No. CUN20260316

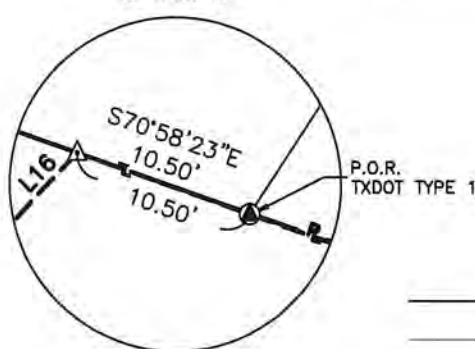


DETAIL 1



NOT TO SCALE

DETAIL 2



NOT TO SCALE

REVISIONS			
NO.	REVISION	DATE	TECH
1	REVISED EASEMENT & TCE	3/11/2022	JR

LEGEND

—— R ——	PARCEL LIMITS
—— S ——	APPROXIMATE SURVEY LINE
—— ———	EXISTING ROAD
—— ———	ADJOINER PROPERTY
.....	FLYTIE
●	IRON ROD FOUND (AS NOTED)
△	CALCULATED POINT
⊙	TXDOT TYPE 1 MONUMENT
✱	NAIL FOUND
⊙	COTTON SPINDLE FOUND
D.R.H.C.TX.	DEED RECORDS HAYS COUNTY, TEXAS
P.R.H.C.TX.	PLAT RECORDS HAYS COUNTY, TEXAS
O.P.R.H.C.TX.	OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
P.O.C.	POINT OF COMMENCEMENT
[—]	PERMANENT EASEMENT
[—]	TEMPORARY CONSTRUCTION EASEMENT

PERMANENT EASEMENT AREA: 3.00 ACRES

PART 1 — VARIABLE WIDTH
TEMPORARY CONSTRUCTION EASEMENT AREA: 3.72 ACRES

PART 2 — 30' WIDE
TEMPORARY CONSTRUCTION EASEMENT AREA: 0.82 ACRES

TOTAL TEMPORARY CONSTRUCTION EASEMENT AREA: 4.54 ACRES

NOTES:

1. ALL BEARINGS ARE GRID BEARINGS AND ARE BASED ON TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83 (2011). ALL DISTANCES ARE REPRESENTED IN SURFACE VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM. TO OBTAIN GRID DISTANCE MULTIPLY BY CSF OF 0.999870.
2. RECORD INFORMATION SHOWN HEREON IS BASED UPON TITLE COMMITMENT ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY GF. NO. 19-1667-CR, EFFECTIVE DATE: MAY 25, 2022, ISSUED JUNE 6, 2022.
3. FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT.

NEIL HINES
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5642 — STATE OF TEXAS

DATE



JOB NUMBER: 47232
DATE: 08/18/2020
SCALE: 1:200
SURVEYOR: N. HINES
TECHNICIAN: D. CULLEN
DRAWING: PARCEL 40
TRACT ID: —
PARTY: CHIEF, STILLMAN
FIELDBOOKS



4801 Southwest Parkway
Building Two, Suite 100
Austin Texas, 78735
Ofc: 512.447.0575
Fax: 512.326.3029
email: info@sam.biz

Texas Firm Registration No. 10064300

PROJECT: SANITARY SEWER EASEMENT
CITY OF DRIPPING SPRINGS

SHEET 8
OF 8

Cuncashca, LLC

Page 67 of 167

**Part 3 of
EXHIBIT C
(Parcel 27 Temporary
Construction Easement)**

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

TEMPORARY CONSTRUCTION EASEMENT
(CORPORATE – PARCEL 27)

Date: _____

Grantor: CUNCASHCA, LLC, a Texas limited liability company

Grantor's Address: PO Box 5885, Austin, Texas 78763

Grantee: CITY OF DRIPPING SPRINGS, TEXAS, a Texas General Law municipal corporation situated in Hays County

Grantee's Address: P.O. Box 384
511 Mercer Street
Dripping Springs, Hays County, Texas 78620

Property: An exclusive approximately 0.38 acre temporary easement and right-of-way ("Easement") in, upon, across, over, along and through the parcel of real property of Grantor which is more particularly shown as "Temporary Construction Easements" on **Exhibit "A"**, attached hereto and incorporated herein by reference ("Easement Tract").

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration paid to Grantor for which no lien either express or implied is retained

Permitted Encumbrances: All encumbrances and other matters of record in the Official Public Records of Hays County, Texas, to the extent they are validly existing and affect the Easement Tract.

GRANT OF EASEMENT:

CUNCASHCA, LLC, a Texas limited liability company ("Grantor"), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby GRANT, SELL AND CONVEY unto **THE CITY OF DRIPPING SPRINGS, TEXAS**, a General Law municipality located in Hays County, Texas ("Grantee") the Easement in, upon, across, over, along and through the Easement Tract TO HAVE AND TO HOLD the same for the Duration to Grantee and its successors and assigns, together with the right and privilege at any and all times to enter the Easement Tract with full rights of ingress and egress from the adjoining property of Grantor, or

any part thereof, for the purpose of construction of the City of Dripping Springs wastewater system improvements as described in Texas Water Development Board Project No. 73819.

Grantor, on behalf of Grantor and his/her heirs, legal representatives, successors and assigns, does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted on the Easement Tract, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same for the Duration of the Easement.

CHARACTER OF EASEMENT:

The Easement rights of use granted herein are temporary and limited to the Duration stated herein. The Easement is for the benefit of Grantee. The Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof if the property transfers ownership before the Duration of the Easement.

PURPOSE OF EASEMENT:

The Easement shall be used for storing equipment and materials located at South Regional Water Reclamation Project ("Project"), for construction staging and operations, for the construction of the wastewater system improvements, and other purposes related to construction of the Project.

Neither Grantee nor its contractors shall use the Easement as access to or from its wastewater facilities that are on land adjacent to the property upon which the Easement is located. For the avoidance of doubt, while the Easement may be used for maintenance and operations of the facilities that are in the Easement, the Easement is not to be used as a road or other path through to the property upon which the Easement is located to access adjacent property.

DURATION OF EASEMENT:

This Easement is temporary, and will become effective from the date of execution of the Easement and continuing for two (2) years, when it will terminate, unless extended in writing by Grantor prior to expiration ("Duration").

USE OF EASEMENT:

Prior to the start of construction, Grantee agrees to install any temporary barriers required by its Federal or State permits to prevent loss of disturbed soil. Prior to termination of the easement, Grantee agrees to restore the surface of the Easement Tract as follows: remove any construction debris or other material remaining on the site after construction, remove any disturbed rock, roots, and soil, remove any temporary barriers, revegetate disturbed vegetated areas, and restore roadway surfaces to existing or better condition, unless requested otherwise by Grantor. The termination of this Temporary Construction Easement shall not, in any way, cancel, terminate, reduce, or diminish any permanent easements granted by Grantor.

GRANTOR USE:

Grantor hereby retains, reserves, and shall continue to enjoy the use of the Easement Tract (or grant to others the right to do the same as conditioned herein) for any and all purposes that do not interfere with or prevent the use by Grantee of the Easement herein granted for the Purpose of Easement. Grantee has the right to trim and cut down trees and shrubbery and to remove other improvements and structures located within the Easement Tract, without Grantor recourse, to the extent reasonably necessary to prevent interference with use within the Easement Tract.

In witness whereof, this instrument is executed this ____ day of _____, 20__.

GRANTOR:

By: _____

Title: _____

STATE OF TEXAS

§
§
§

COUNTY OF _____

CORPORATE ACKNOWLEDGMENT

This instrument was acknowledged before me, the undersigned authority, this ____ day of _____, 20__, by _____, on behalf of said CUNCASHCA, LLC, a Texas limited liability company.

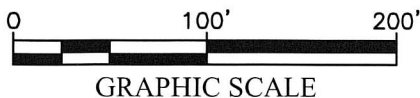
Notary Public In and For
The State of Texas

My Commission expires: _____

AFTER RECORDING RETURN TO:

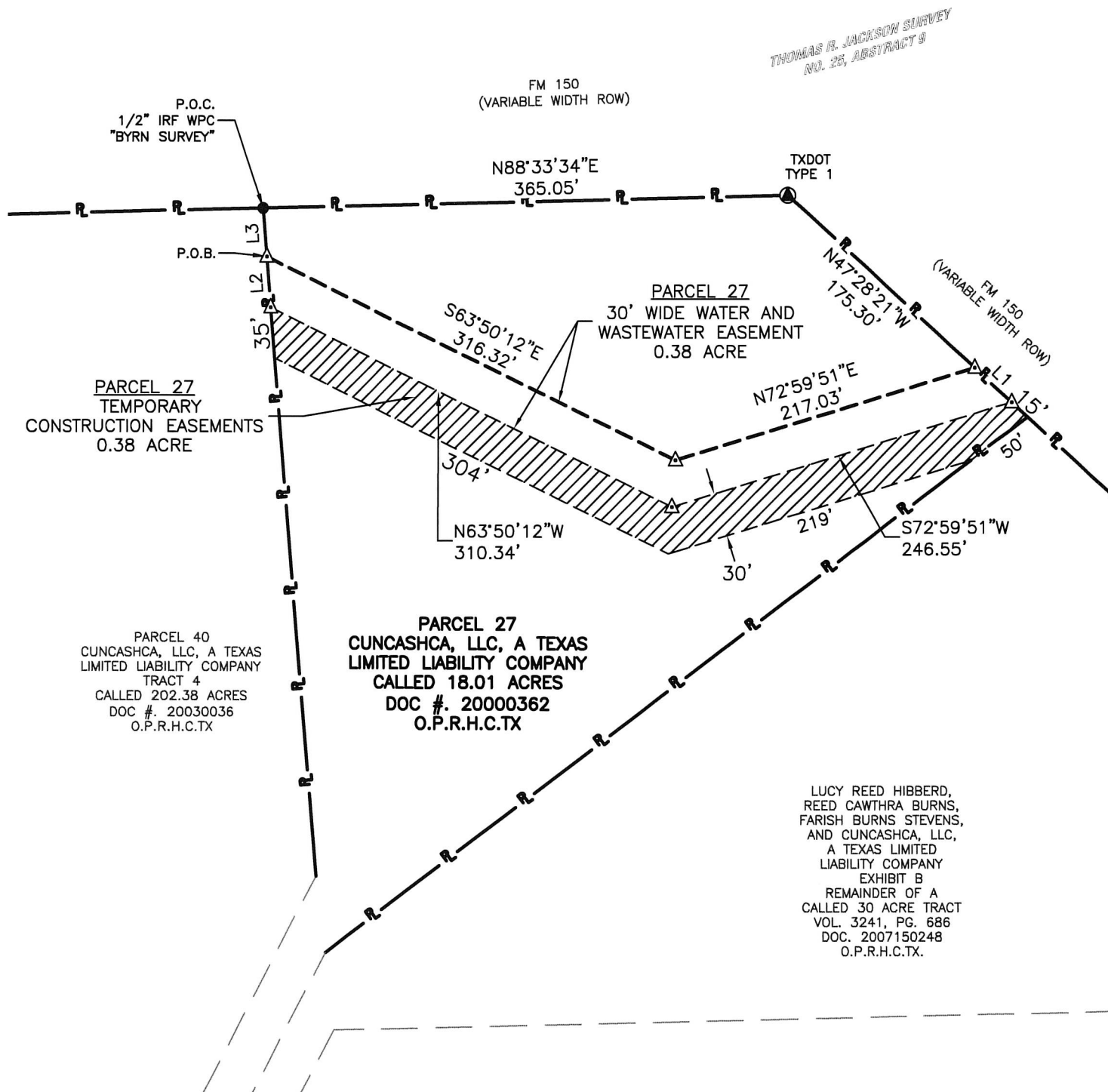
City Secretary
City of Dripping Springs
P.O. Box 384
Dripping Springs, Texas 78620

EXHIBIT “A”
EASEMENT TRACT



PARCEL 27
HAYS COUNTY, TEXAS

Contract No. CUN20260316
PLAT OF WATER & WASTEWATER EASEMENT
SOUTH REGIONAL WATER
RECLAMATION PROJECT
CITY OF DRIPPING SPRINGS



LUCY REED HIBBERD,
REED CAWTHRA BURNS,
FARISH BURNS STEVENS,
AND CUNCASHCA, LLC,
A TEXAS LIMITED
LIABILITY COMPANY
EXHIBIT B
REMAINDER OF A
CALLED 30 ACRE TRACT
VOL. 3241, PG. 686
DOC. 2007150248
O.P.R.H.C.TX.

JOB NUMBER: 47232
DATE: 08/18/2020
SCALE: 1"=100'
SURVEYOR: N. HINES
TECHNICIAN: D. CULLEN
DRAWING: PARCEL 27-R4
TRACT ID: -
PARTY CHIEF: STILLMAN
FIELD BOOKS: 1



4801 Southwest Parkway
Building Two, Suite 100
Austin Texas, 78735
Ofc: 512.447.0575
Fax: 512.326.3029
email: Info@sam.biz

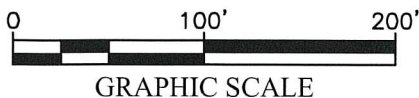
PROJECT: WATER & WASTEWATER EASEMENT
CITY OF DRIPPING SPRINGS

SHEET 3
OF 4

Cuncashca, LLC

Page 73 of 167

Texas Firm Registration No. 10064300



PARCEL 27
HAYS COUNTY, TEXAS

PLAT OF WATER & WASTEWATER EASEMENT
SOUTH REGIONAL WATER
RECLAMATION PROJECT
CITY OF DRIPPING SPRINGS

Contract No. CUN20260316

N

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	S47°28'21"E	34.81'
L2	N04°34'45"W	34.91'
L3	S04°34'45"E	33.41'

LEGEND

	PL	PARCEL LIMITS
	SL	APPROXIMATE SURVEY LINE
		EXISTING ROAD
		ADJOINER PROPERTY
		FLYTIE
		IRON ROD FOUND (AS NOTED)
		CALCULATED POINT
		TXDOT TYPE I MONUMENT
		NAIL FOUND
		COTTON SPINDLE FOUND
D.R.H.C.TX.		DEED RECORDS HAYS COUNTY, TEXAS
P.R.H.C.TX.		PLAT RECORDS HAYS COUNTY, TEXAS
O.P.R.H.C.TX.		OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
P.O.B.		POINT OF BEGINNING
P.O.R.		POINT OF REFERENCE
P.O.C.		POINT OF COMMENCEMENT
		PERMANENT EASEMENT
		TEMPORARY CONSTRUCTION EASEMENT

PERMANENT EASEMENT AREA: 0.38 ACRES

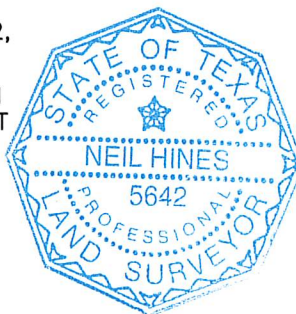
TEMPORARY CONSTRUCTION EASEMENT AREA: 0.38 ACRES

NOTES:

- ALL BEARINGS ARE GRID BEARINGS AND ARE BASED ON TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83 (2011). ALL DISTANCES ARE REPRESENTED IN SURFACE VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM. TO OBTAIN GRID DISTANCE MULTIPLY BY CSF OF 0.999870.
- RECORD INFORMATION SHOWN HEREON IS BASED UPON TITLE COMMITMENT ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY GF. NO. 19-1661-CR, EFFECTIVE DATE: MAY 25, 2022, ISSUED JUNE 6, 2022.
- FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT.

NEIL HINES
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5642 - STATE OF TEXAS

DATE



JOB NUMBER: 47232
DATE: 08/18/2020
SCALE: 1"=100'
SURVEYOR: N. HINES
TECHNICIAN: D. CULLEN
DRAWING: PARCEL 27-R4
TRACT ID: -
PARTY CHIEF: J. STILLMAN
FIELD BOOKS: -



4801 Southwest Parkway
Building Two, Suite 100
Austin Texas, 78735
Ofc: 512.447.0575
Fax: 512.326.3029
email: info@sam.biz

Texas Firm Registration No. 10064300

PROJECT: WATER & WASTEWATER EASEMENT
CITY OF DRIPPING SPRINGS

SHEET 4
OF 4

Cuncashca, LLC

Page 74 of 167

**Part 4 of
EXHIBIT C
(First Parcel 40 Temporary
Construction Easement)**

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

TEMPORARY CONSTRUCTION EASEMENT
(CORPORATE – PARCEL 40)

Date: _____

Grantor: CUNCASHCA, LLC, a Texas limited liability company

Grantor's Address: PO Box 5885, Austin, Texas 78763

Grantee: CITY OF DRIPPING SPRINGS, TEXAS, a Texas General Law municipal corporation situated in Hays County

Grantee's Address: P.O. Box 384
511 Mercer Street
Dripping Springs, Hays County, Texas 78620

Property: An exclusive approximately 0.38 acre temporary easement and right-of-way ("Easement") in, upon, across, over, along and through the parcel of real property of Grantor which is more particularly shown as "Temporary Construction Easement" on Exhibit "A", attached hereto and incorporated herein by reference ("Easement Tract").

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration paid to Grantor for which no lien either express or implied is retained

Permitted Encumbrances: All encumbrances and other matters of record in the Official Public Records of Hays County, Texas, to the extent they are validly existing and affect the Easement Tract.

GRANT OF EASEMENT:

CUNCASHCA, LLC, a Texas limited liability company ("Grantor"), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby GRANT, SELL AND CONVEY unto **THE CITY OF DRIPPING SPRINGS, TEXAS**, a General Law municipality located in Hays County, Texas ("Grantee") the Easement in, upon, across, over, along and through the Easement Tract TO HAVE AND TO HOLD the same for the Duration to Grantee and its successors and assigns, together with the right and privilege at any and all times to enter the Easement Tract with full rights of ingress and egress from the adjoining property of Grantor, or

any part thereof, for the purpose of construction of the City of Dripping Springs wastewater system improvements as described in Texas Water Development Board Project No. 73819.

Grantor, on behalf of Grantor and his/her heirs, legal representatives, successors and assigns, does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted on the Easement Tract, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same for the Duration of the Easement.

CHARACTER OF EASEMENT:

The Easement rights of use granted herein are temporary and limited to the Duration stated herein. The Easement is for the benefit of Grantee. The Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof if the property transfers ownership before the Duration of the Easement.

PURPOSE OF EASEMENT:

The Easement shall be used for storing equipment and materials located at South Regional Water Reclamation Project ("Project"), for construction staging and operations, for the construction of the wastewater system improvements, and other purposes related to construction of the Project.

Neither Grantee nor its contractors shall use the Easement as access to or from its wastewater facilities that are on land adjacent to the property upon which the Easement is located. For the avoidance of doubt, while the Easement may be used for maintenance and operations of the facilities that are in the Easement, the Easement is not to be used as a road or other path through to the property upon which the Easement is located to access adjacent property.

DURATION OF EASEMENT:

This Easement is temporary, and will become effective from the date of execution of the Easement and continuing for two (2) years, when it will terminate, unless extended in writing by Grantor prior to expiration ("Duration").

USE OF EASEMENT:

Prior to the start of construction, Grantee agrees to install any temporary barriers required by its Federal or State permits to prevent loss of disturbed soil. Prior to termination of the easement, Grantee agrees to restore the surface of the Easement Tract as follows: remove any construction debris or other material remaining on the site after construction, remove any disturbed rock, roots, and soil, remove any temporary barriers, revegetate disturbed vegetated areas, and restore roadway surfaces to existing or better condition, unless requested otherwise by Grantor. The termination of this Temporary Construction Easement shall not, in any way, cancel, terminate, reduce, or diminish any permanent easements granted by Grantor.

GRANTOR USE:

Grantor hereby retains, reserves, and shall continue to enjoy the use of the Easement Tract (or grant to others the right to do the same as conditioned herein) for any and all purposes that do not interfere with or prevent the use by Grantee of the Easement herein granted for the Purpose of Easement. Grantee has the right to trim and cut down trees and shrubbery and to remove other improvements and structures located within the Easement Tract, without Grantor recourse, to the extent reasonably necessary to prevent interference with use within the Easement Tract.

In witness whereof, this instrument is executed this ____ day of _____, 20__.

GRANTOR:

By: _____

Title: _____

STATE OF TEXAS

§
§
§

COUNTY OF _____

CORPORATE ACKNOWLEDGMENT

This instrument was acknowledged before me, the undersigned authority, this ____ day of _____, 20__, by _____, on behalf of said CUNCASHCA, LLC, a Texas limited liability company.

Notary Public In and For
The State of Texas

My Commission expires: _____

AFTER RECORDING RETURN TO:

City Secretary
City of Dripping Springs
P.O. Box 384
Dripping Springs, Texas 78620

EXHIBIT “A”
EASEMENT TRACT



PARCEL 40
HAYS COUNTY, TEXAS

PLAT OF TEMPORARY
CONSTRUCTION EASEMENT
SOUTH REGIONAL WATER
RECLAMATION PROJECT
CITY OF DRIPPING SPRINGS

Contract No. CUN20260316



PARCEL 40
CUNCASHCA, LLC, A TEXAS
LIMITED LIABILITY COMPANY
TRACT 4
CALLED 202.38 ACRES
DOC #. 20030036
O.P.R.H.C.TX

PARCEL 40
30' WIDE WATER AND
WASTEWATER EASEMENT
3.00 ACRE

CITY OF DRIPPING SPRINGS
40.58 ACRE TRACT
VOL.2282, PG.847
O.P.R.H.C.TX.

LOT 25, BLOCK A
HOWARD RANCH
SUBDIVISION
SECTION 2
VOLUME 13, PAGE 152
O.P.R.H.C.TX

STILES J. FOWLER SURVEY
NO. 31, ABSTRACT 174

PARCEL 40
TEMPORARY CONSTRUCTION
EASEMENT
1.40 ACRE

PARCEL 40
PROPOSED EFFLUENT POND
6.79 ACRES
(295,772 SQUARE FEET)

N06°48'18"E
70.06'

P.O.R.
1/2" IRFC

LOT 25, BLOCK A
HOWARD RANCH
SUBDIVISION
SECTION 2
VOLUME 13, PAGE 152
O.P.R.H.C.TX

S84°35'24"E 342.64'

N81°57'34"E 333.60'

N84°35'24"W 345.48'

S81°57'34"W 335.96'

PARCEL 40
CUNCASHCA, LLC, A TEXAS
LIMITED LIABILITY COMPANY
TRACT 4
CALLED 202.38 ACRES
DOC #. 20030036
O.P.R.H.C.TX

WILLIAM COCKBURN SURVEY
NO. 32, ABSTRACT 97

THOMAS R. JACKSON SURVEY
NO. 25, ABSTRACT 9

JOB NUMBER: 47232
DATE: 08/18/2020
SCALE: 1:200
SURVEYOR: N. HINES
TECHNICIAN: D. CULLEN
DRAWING: PARCEL 40-TCE_R2
TRACT ID: -
PARTY CHIEF: J. STILLMAN
FIELD BOOK: -
City of Dripping Springs



4801 Southwest Parkway
Building Two, Suite 100
Austin Texas, 78735
Ofc: 512.447.0575
Fax: 512.326.3029
email: info@sam.biz

Texas Firm Registration No. 10064300

PROJECT: TEMPORARY EASEMENT
CITY OF DRIPPING SPRINGS

SHEET 3
OF 4

Cuncashca, LLC



GRAPHIC SCALE

PARCEL 40
HAYS COUNTY, TEXAS

PARCEL PLAT
SOUTH REGIONAL WATER
RECLAMATION PROJECT
CITY OF DRIPPING SPRINGS

Contract No. CUN20260316

N

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	N02°05'48"E	144.86'
L2	S89°24'01"E	50.02'
L3	S02°05'48"W	202.69'
L4	S29°02'40"E	96.68'
L5	S88°42'35"W	96.65'
L6	N06°48'18"E	20.01'

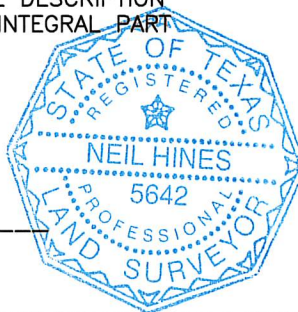
LEGEND

	PARCEL LIMITS
	APPROXIMATE SURVEY LINE
	EXISTING ROAD
	ADJOINER PROPERTY
	FLYTIE
	IRON ROD FOUND (AS NOTED)
	CALCULATED POINT
	TXDOT TYPE I MONUMENT
	NAIL FOUND
	COTTON SPINDLE FOUND
D.R.H.C.TX.	DEED RECORDS HAYS COUNTY, TEXAS
P.R.H.C.TX.	PLAT RECORDS HAYS COUNTY, TEXAS
O.P.R.H.C.TX.	OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
	TEMPORARY CONSTRUCTION EASEMENT

TEMPORARY CONSTRUCTION EASEMENT AREA: 1.40 ACRES

NOTES:

- ALL BEARINGS ARE GRID BEARINGS AND ARE BASED ON TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83 (2011). ALL DISTANCES ARE REPRESENTED IN SURFACE VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM. TO OBTAIN GRID DISTANCE MULTIPLY BY CSF OF 0.999870.
- RECORD INFORMATION SHOWN HEREON IS BASED UPON TITLE COMMITMENT ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY GF. NO. 19-1667-CR, EFFECTIVE DATE: MAY 25, 2022, ISSUED JUNE 6, 2022.
- FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT.



NEIL HINES
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5642 - STATE OF TEXAS

DATE

JOB NUMBER: 47232
DATE: 08/18/2020
SCALE: 1"=200'
SURVEYOR: N. HINES
TECHNICIAN: D. CULLEN
DRAWING: PARCEL 40-TCE_R2
TRACT ID: -
PARTY: CHIEF, STILLMAN
FIELDBOOKS: City of Dripping Springs



4801 Southwest Parkway
Building Two, Suite 100
Austin Texas, 78735
Ofc: 512.447.0575
Fax: 512.326.3029
email: info@sam.biz

Texas Firm Registration No. 10064300

PROJECT: PARCEL PLAT
CITY OF DRIPPING SPRINGS

SHEET 4
OF 4

Cuncashca, LLC

**Part 5 of
EXHIBIT C
(Second Parcel 40 Temporary
Construction Easement)**

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

TEMPORARY CONSTRUCTION EASEMENT
(CORPORATE – PARCEL 40)

Date: _____

Grantor: CUNCASHCA, LLC, a Texas limited liability company

Grantor's Address: PO Box 5885, Austin, Texas 78763

Grantee: CITY OF DRIPPING SPRINGS, TEXAS, a Texas General Law municipal corporation situated in Hays County

Grantee's Address: P.O. Box 384, 511 Mercer Street
Dripping Springs, Hays County, Texas 78620

Property: Part 1: An exclusive approximately 3.72 acre temporary easement and right-of-way ("Easement") in, upon, across, over, along and through the parcel of real property of Grantor which is more particularly shown as "Temporary Construction Easements" on **Exhibit "A"**, attached hereto and incorporated herein by reference ("Easement Tract").

Part 2: An exclusive approximately 0.82 acre temporary easement and right-of-way ("Easement") in, upon, across, over, along and through the parcel of real property of Grantor which is more particularly shown as "Temporary Construction Easements" on **Exhibit "A"**, attached hereto and incorporated herein by reference ("Easement Tract").

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration paid to Grantor for which no lien either express or implied is retained

Permitted Encumbrances: All encumbrances and other matters of record in the Official Public Records of Hays County, Texas, to the extent they are validly existing and affect the Easement Tract.

GRANT OF EASEMENT:

CUNCASHCA, LLC, a Texas limited liability company ("Grantor"), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby GRANT, SELL AND

CONVEY unto **THE CITY OF DRIPPING SPRINGS, TEXAS**, a General Law municipality located in Hays County, Texas (“Grantee”) the Easement in, upon, across, over, along and through the Easement Tract TO HAVE AND TO HOLD the same for the Duration to Grantee and its successors and assigns, together with the right and privilege at any and all times to enter the Easement Tract with full rights of ingress and egress from the adjoining property of Grantor, or any part thereof, for the purpose of construction of the City of Dripping Springs wastewater system improvements as described in Texas Water Development Board Project No. 73819.

Grantor, on behalf of Grantor and his/her heirs, legal representatives, successors and assigns, does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted on the Easement Tract, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same for the Duration of the Easement.

CHARACTER OF EASEMENT:

The Easement rights of use granted herein are temporary and limited to the Duration stated herein. The Easement is for the benefit of Grantee. The Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof if the property transfers ownership before the Duration of the Easement.

PURPOSE OF EASEMENT:

The Easement shall be used for storing equipment and materials located at South Regional Water Reclamation Project (“Project”), for construction staging and operations, for the construction of the wastewater system improvements, and other purposes related to construction of the Project.

Neither Grantee nor its contractors shall use the Easement as access to or from its wastewater facilities that are on land adjacent to the property upon which the Easement is located. For the avoidance of doubt, while the Easement may be used for maintenance and operations of the facilities that are in the Easement, the Easement is not to be used as a road or other path through to the property upon which the Easement is located to access adjacent property.

DURATION OF EASEMENT:

This Easement is temporary, and will become effective from the date of execution of the Easement and continuing for two (2) years, when it will terminate, unless extended in writing by Grantor prior to expiration (“Duration”).

USE OF EASEMENT:

Prior to the start of construction, Grantee agrees to install any temporary barriers required by its Federal or State permits to prevent loss of disturbed soil. Prior to termination of the easement, Grantee agrees to restore the surface of the Easement Tract as follows: remove any construction debris or other material remaining on the site after construction, remove any disturbed rock, roots, and soil, remove any temporary barriers, revegetate disturbed vegetated areas, and restore roadway surfaces to existing or better condition, unless requested otherwise by

Grantor. The termination of this Temporary Construction Easement shall not, in any way, cancel, terminate, reduce, or diminish any permanent easements granted by Grantor.

GRANTOR USE:

Grantor hereby retains, reserves, and shall continue to enjoy the use of the Easement Tract (or grant to others the right to do the same as conditioned herein) for any and all purposes that do not interfere with or prevent the use by Grantee of the Easement herein granted for the Purpose of Easement. Grantee has the right to trim and cut down trees and shrubbery and to remove other improvements and structures located within the Easement Tract, without Grantor recourse, to the extent reasonably necessary to prevent interference with use within the Easement Tract.

In witness whereof, this instrument is executed this ____ day of _____, 20__.

GRANTOR:

By: _____

Title: _____

STATE OF TEXAS

§
§
§

CORPORATE ACKNOWLEDGMENT

COUNTY OF _____

This instrument was acknowledged before me, the undersigned authority, this ____ day of _____, 20__, by _____, on behalf of said CUNCASHCA, LLC, a Texas limited liability company.

Notary Public In and For
The State of Texas

My Commission expires: _____

AFTER RECORDING RETURN TO:

City Secretary
City of Dripping Springs
P.O. Box 384
Dripping Springs, Texas 78620

EXHIBIT "A"

EASEMENT TRACT



PARCEL 40
HAYS COUNTY, TEXAS

PLAT OF WATER & WASTEWATER EASEMENT SOUTH REGIONAL WATER RECLAMATION PROJECT CITY OF DRIPPING SPRINGS

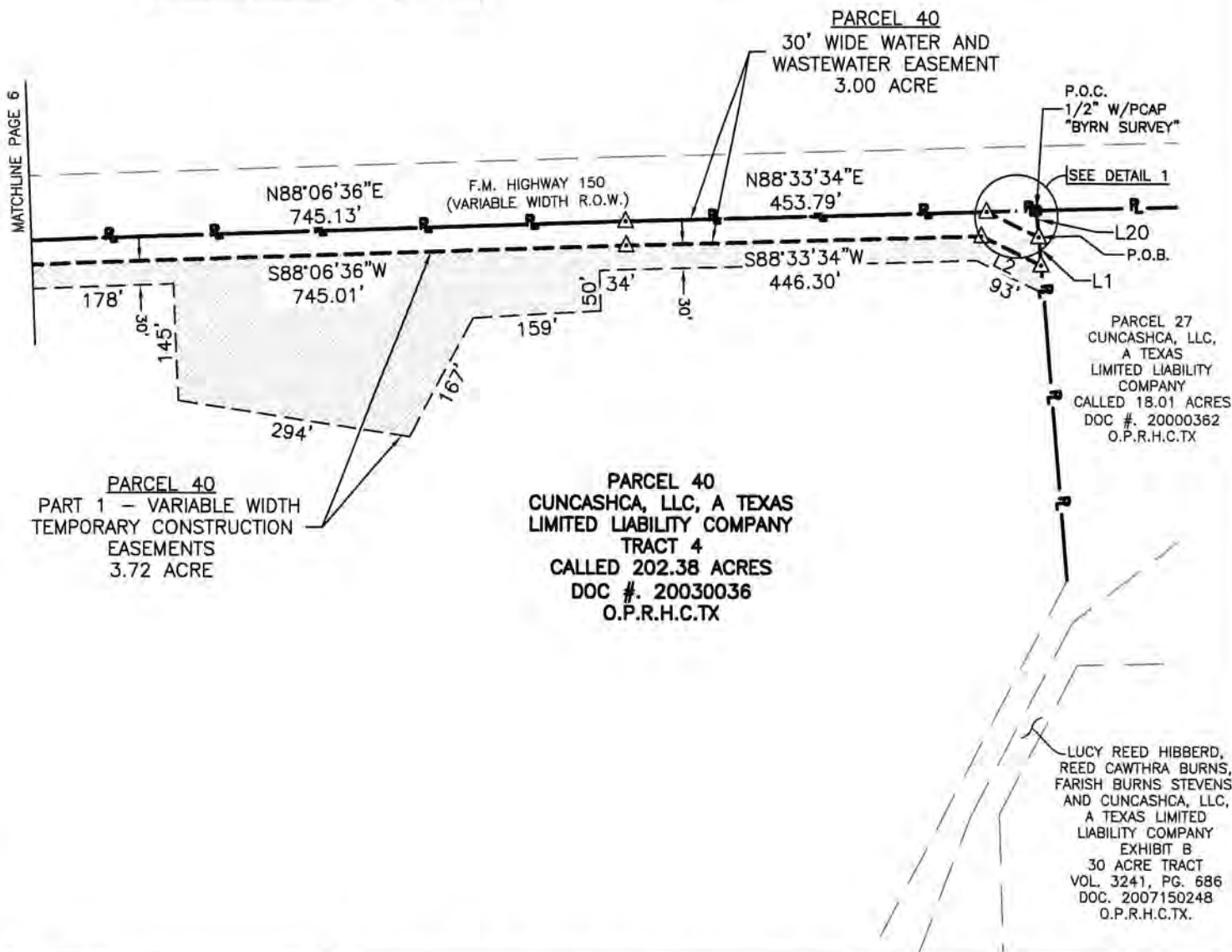
Contract No. CUN20260316



LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	S04°34'45"E	34.91'
L2	N63°50'12"W	82.47'
L19	S63°50'12"E	72.00'
L20	N04°34'45"W	33.41'

THOMAS R. JACKSON SURVEY
NO. 25, ABSTRACT 9

REVISIONS			
NO.	REVISION	DATE	TECH
1	REVISED EASEMENT & TCE	3/11/2022	JR



JOB NUMBER: 47232
DATE: 08/18/2020
SCALE: 1"=200'
SURVEYOR: N. HINES
TECHNICIAN: D. CULLEN
DRAWING: PARCEL 40
TRACT ID: -
PARTY: CEE, STILLMAN
FIELDBOOKS



4801 Southwest Parkway
Building Two, Suite 100
Austin Texas, 78735
Ofc: 512.447.0575
Fax: 512.326.3029
email: info@sam.biz

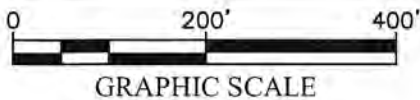
Texas Firm Registration No. 10064300

PROJECT: WATER & WASTEWATER ESMT.
CITY OF DRIPPING SPRINGS

SHEET 5
OF 8

Cuncashca, LLC

Page 87 of 167



PARCEL 40
HAYS COUNTY, TEXAS

PLAT OF WATER & WASTEWATER EASEMENT SOUTH REGIONAL WATER RECLAMATION PROJECT CITY OF DRIPPING SPRINGS

Contract No. CUN20260316

CUNCASHCA, LLC, A TEXAS
LIMITED LIABILITY COMPANY
TRACT 3
CALLED 15.65 ACRES
DOC #. 20030036
O.P.R.H.C.TX

THOMAS R. JACKSON SURVEY
NO. 25, ABSTRACT 9

PARCEL 40
30' WIDE WATER AND
WASTEWATER EASEMENT
3.00 ACRE

PARCEL 40
PART 1 - VARIABLE WIDTH
TEMPORARY CONSTRUCTION
EASEMENTS
3.72 ACRE

PARCEL 40
CUNCASHCA, LLC, A TEXAS
LIMITED LIABILITY COMPANY
TRACT 4
CALLED 202.38 ACRES
DOC #. 20030036
O.P.R.H.C.TX

REVISIONS			
NO.	REVISION	DATE	TECH
1	REVISED EASEMENT & TCE	3/11/2022	JR

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L3	N70°43'25"W	176.57'
L4	S42°56'54"W	140.46'
L5	S82°22'08"W	163.71'
L6	S23°24'36"W	244.46'
L7	S00°04'02"E	193.76'
L8	S27°38'27"W	54.53'
L9	S17°23'20"W	228.12'
L15	N27°38'27"E	54.48'
L16	N42°56'54"E	149.45'
L17	S70°43'25"E	190.83'
L18	N88°06'34"E	206.12'



JOB NUMBER: 47232
DATE: 08/18/2020
SCALE: 1"=200'
SURVEYOR: N. HINES
TECHNICIAN: D. CULLEN
DRAWING: PARCEL 40
TRACT ID: -
PARTY: CEE J STILLMAN
FIELDBOOK: -



4801 Southwest Parkway
Building Two, Suite 100
Austin Texas, 78735
Ofc: 512.447.0575
Fax: 512.326.3029
email: info@sam.biz

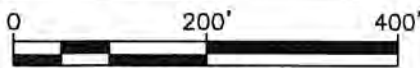
Texas Firm Registration No. 10064300

PROJECT: WATER & WASTEWATER EASEMENT
CITY OF DRIPPING SPRINGS

SHEET 6
OF 8

Cuncashca, LLC

Page 88 of 167



GRAPHIC SCALE

PARCEL 40
HAYS COUNTY, TEXAS

PLAT OF WATER & WASTEWATER EASEMENT
SOUTH REGIONAL WATER
RECLAMATION PROJECT
CITY OF DRIPPING SPRINGS

Contract No. CUN20260316



THOMAS R. JACKSON SURVEY
NO. 25, ABSTRACT 9

MATCHLINE PAGE 6

PARCEL 40
VARIABLE WIDTH TEMPORARY
CONSTRUCTION EASEMENT
3.72 ACRE

PARCEL 40
CUNCASHCA, LLC, A TEXAS
LIMITED LIABILITY COMPANY
TRACT 4
CALLED 202.38 ACRES
DOC #. 20030036
O.P.R.H.C.TX

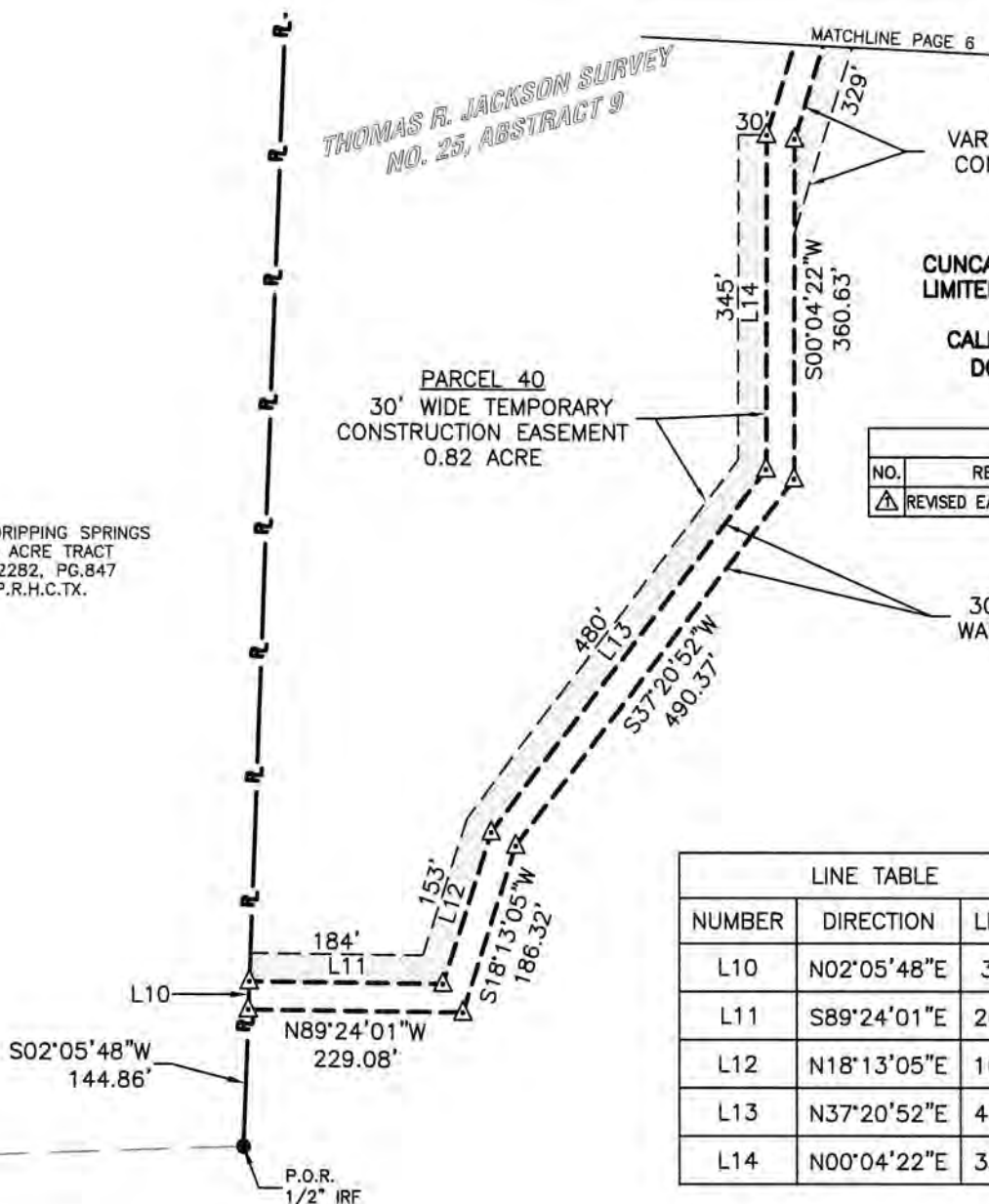
PARCEL 40
30' WIDE TEMPORARY
CONSTRUCTION EASEMENT
0.82 ACRE

REVISIONS			
NO.	REVISION	DATE	TECH
1	REVISED EASEMENT & TCE	3/11/2022	JR

PARCEL 40
30' WIDE WATER AND
WASTEWATER EASEMENT
3.00 ACRE

CITY OF DRIPPING SPRINGS
40.58 ACRE TRACT
VOL. 2282, PG. 847
O.P.R.H.C.TX.

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L10	N02°05'48"E	30.01'
L11	S89°24'01"E	206.34'
L12	N18°13'05"E	169.43'
L13	N37°20'52"E	485.31'
L14	N00°04'22"E	355.08'



JOB NUMBER: 47232
DATE: 08/18/2020
SCALE: 1:200
SURVEYOR: N. HINES
TECHNICIAN: D. CULLEN
DRAWING: PARCEL 40
TRACT ID: -
PARTY CHIEF: J. STILLMAN
FIELD BOOKS: -



4801 Southwest Parkway
Building Two, Suite 100
Austin Texas, 78735
Ofc: 512.447.0575
Fax: 512.326.3029
email: Info@sam.biz

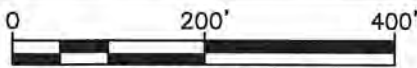
Texas Firm Registration No. 10064300

PROJECT: WATER & WASTEWATER EASEMENT
CITY OF DRIPPING SPRINGS

SHEET 7
OF 8

Cuncashca, LLC

Page 89 of 167



GRAPHIC SCALE

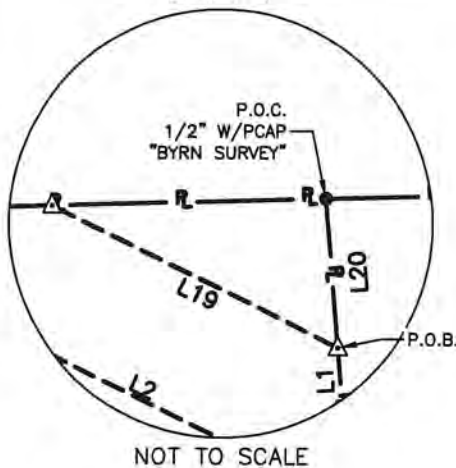
PARCEL 40
HAYS COUNTY, TEXAS

PLAT OF WATER & WASTEWATER EASEMENT SOUTH REGIONAL WATER RECLAMATION PROJECT CITY OF DRIPPING SPRINGS

Contract No. CUN20260316

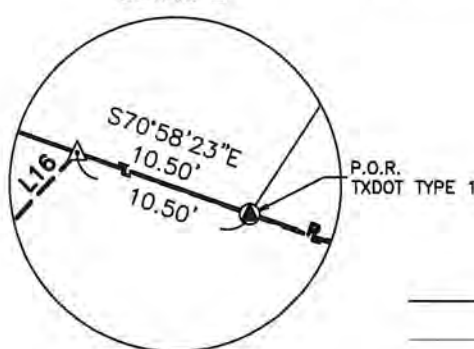


DETAIL 1



NOT TO SCALE

DETAIL 2



NOT TO SCALE

REVISIONS			
NO.	REVISION	DATE	TECH
1	REVISED EASEMENT & TCE	3/11/2022	JR

LEGEND

	PARCEL LIMITS
	APPROXIMATE SURVEY LINE
	EXISTING ROAD
	ADJOINER PROPERTY
	FLYTIE
	IRON ROD FOUND (AS NOTED)
	CALCULATED POINT
	TXDOT TYPE 1 MONUMENT
	NAIL FOUND
	COTTON SPINDLE FOUND
D.R.H.C.TX.	DEED RECORDS HAYS COUNTY, TEXAS
P.R.H.C.TX.	PLAT RECORDS HAYS COUNTY, TEXAS
O.P.R.H.C.TX.	OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
P.O.C.	POINT OF COMMENCEMENT
	PERMANENT EASEMENT
	TEMPORARY CONSTRUCTION EASEMENT

PERMANENT EASEMENT AREA: 3.00 ACRES

PART 1 - VARIABLE WIDTH
TEMPORARY CONSTRUCTION EASEMENT AREA: 3.72 ACRES

PART 2 - 30' WIDE
TEMPORARY CONSTRUCTION EASEMENT AREA: 0.82 ACRES

TOTAL TEMPORARY CONSTRUCTION EASEMENT AREA: 4.54 ACRES

NOTES:

- ALL BEARINGS ARE GRID BEARINGS AND ARE BASED ON TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83 (2011). ALL DISTANCES ARE REPRESENTED IN SURFACE VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM. TO OBTAIN GRID DISTANCE MULTIPLY BY CSF OF 0.999870.
- RECORD INFORMATION SHOWN HEREON IS BASED UPON TITLE COMMITMENT ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY GF. NO. 19-1667-CR, EFFECTIVE DATE: MAY 25, 2022, ISSUED JUNE 6, 2022.
- FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT.

Neil Hines 8 September 2022
NEIL HINES
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5642 - STATE OF TEXAS

DATE



JOB NUMBER: 47232
DATE: 08/18/2020
SCALE: 1:200
SURVEYOR: N. HINES
TECHNICIAN: D. CULLEN
DRAWING: PARCEL 40
TRACT ID: -
PARTY CHIEF: STILLMAN
FIELD BOOKS:



4801 Southwest Parkway
Building Two, Suite 100
Austin Texas, 78735
Ofc: 512.447.0575
Fax: 512.326.3029
email: info@sam.biz

Texas Firm Registration No. 10064300

PROJECT: SANITARY SEWER EASEMENT
CITY OF DRIPPING SPRINGS

SHEET 8
OF 8

Cuncashca, LLC

Page 90 of 167

EXHIBIT C-1

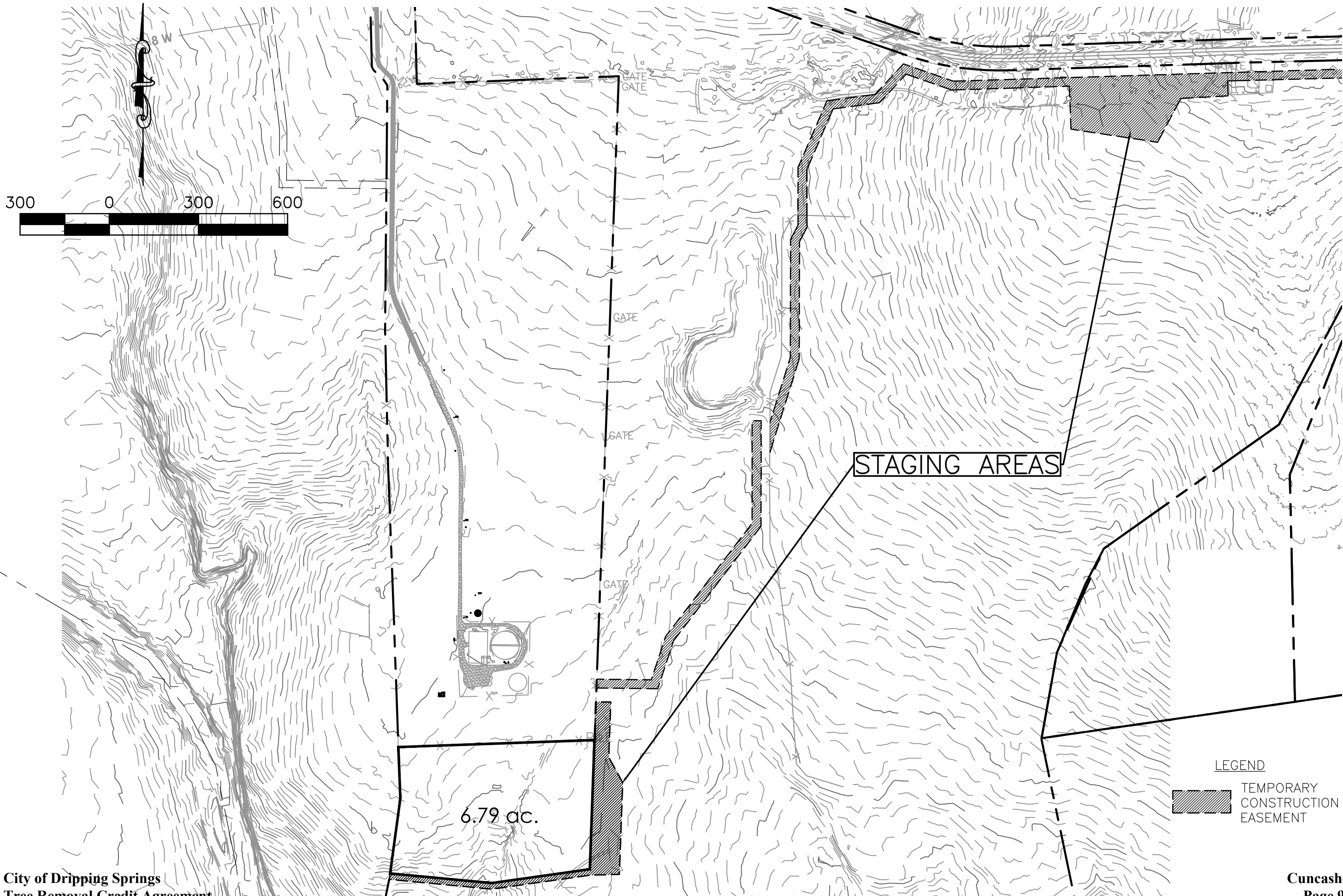


EXHIBIT D

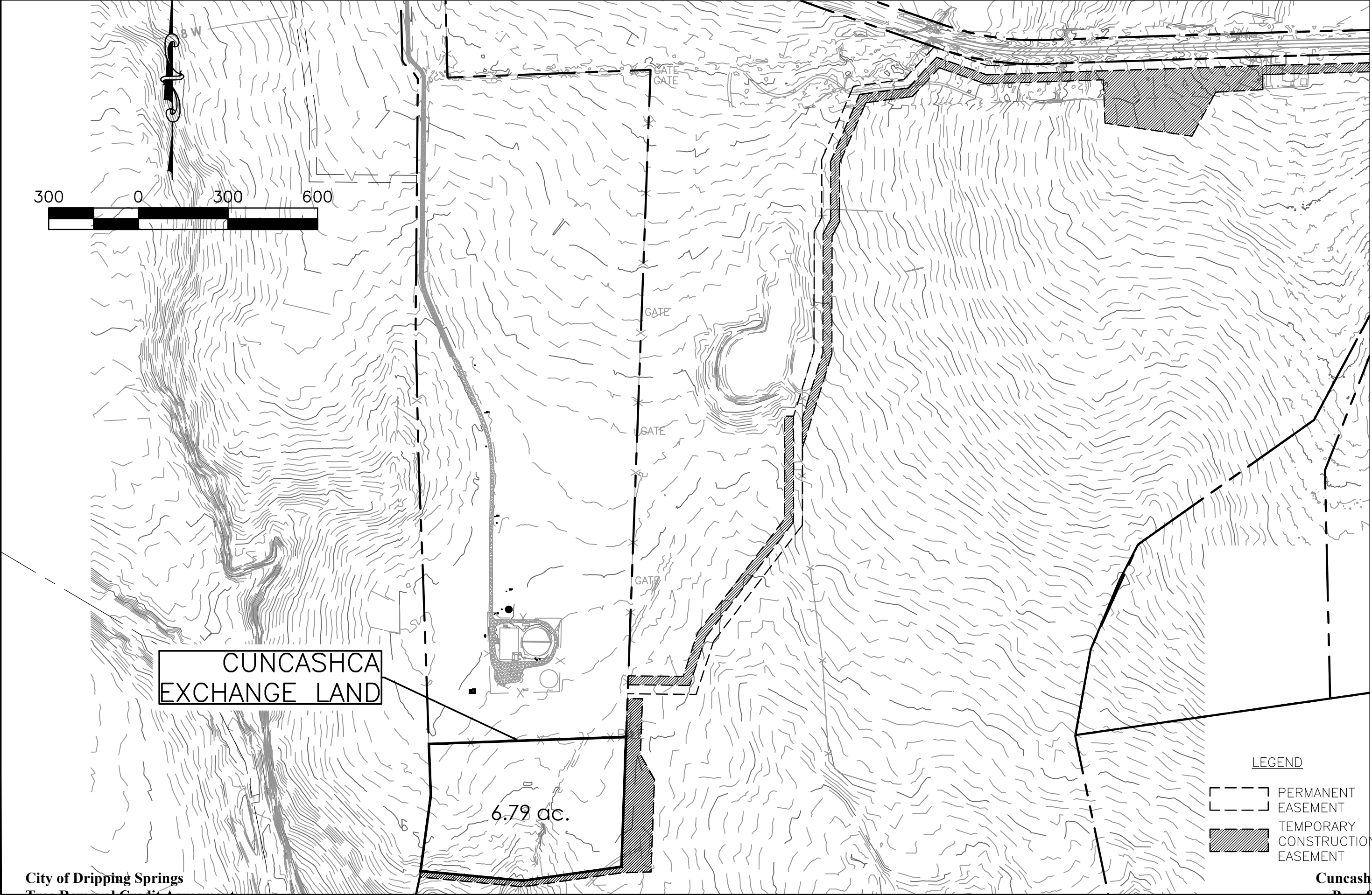


EXHIBIT D

BURGESS & NIPLÉ, INC.
235 LEDGE STONE DRIVE
AUSTIN, TEXAS 78737
(512) 432-1000 Fax: (512) 432-1015



SAM, LLC

4801 Southwest Parkway, Bldg. Two, Suite 100, Austin, TX 78735

Ofc 512.447.0575 Fax 512.326.3029

info@sam.biz www.sam.biz TBPLS # 10064300

Contract No. CUN20260316

**Parcel 40
Legal Description
City of Dripping Springs
South Regional Water Reclamation Project
Effluent Pond Site
6.79 Acre (295,772 Square Foot)**

PARCEL 40 Effluent Pond Site:

BEING A 6.79 ACRE, EFFLUENT POND SITE, SITUATED IN THE THOMAS R. JACKSON SURVEY NO. 25, ABSTRACT NO. 9, HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 202.38 ACRE TRACT (TRACT 4) DESCRIBED IN A DEED TO CUNCASHCA, LLC, A TEXAS LIMITED LIABILITY COMPANY AND RECORDED IN DOCUMENT NUMBER 20030036, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAID 6.76 ACRE EFFLUENT POND SITE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found for an northwest corner of said Tract 4, same being the southwest corner of a called 40.58 acre tract, described in a deed to City of Dripping Springs, recorded in Volume. 2282, Page 847, O.P.R.H.C.TX, also being an angle corner on the east line of Lot 25, Block A of HOWARD RANCH SUBDIVISION SECTION 2, as recorded in Volume 13, Page 152 O.P.R.H.C.TX.;

THENCE North 87°57'51" East, with the common line of said Tract 4 and said 40.58 acre tract, a distance of 660.47 feet to a 1/2-inch iron rod found for an interior angle point of said Tract 4 and the southeast corner of said 40.58 acre tract ;

THENCE over and across said Tract 4, the following three (3) courses and distances:

- 1) South 02°05'48" West, a distance of 435.00 feet, to a 5/8-inch iron rod with SAM cap set for the southeast corner of the tract herein described;
- 2) South 81°57'34" E, a distance of 333.60 feet, to a 5/8-inch iron rod with SAM cap set for an angle corner of the tract herein described;
- 3) North 84°35'24" West, a distance of 342.64 feet, to a 5/8-inch iron rod with SAM cap set in the west line of said Tract 4 and the east line of said Lot 25, Block A for the southwest corner of the tract herein described;

THENCE with the west line of said Tract 4 and the east line of said Lot 25, Block A the following three (3) courses and distances;

- 1) North 06°48'18" East, a distance of 70.06 feet to a 1/2-inch iron rod found for an angle point of the tract herein described;
- 2) North 07°32'10" East, a distance of 191.38 feet to a 1/2-inch iron rod found for an angle point of the tract herein described;



- 1) North 02°06'14" West, a distance of 166.42 feet, to the **POINT OF BEGINNING** and containing 6.79 acres (295,772 square) feet of land.

Bearing Basis:

All bearings shown are based on the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are grid values, Units: U.S. Survey Feet.

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

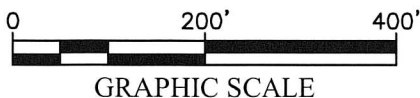
That I, Neil Hines, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

Neil Hines 28 September 2022
Neil Hines Date
Registered Professional Land Surveyor
No. 5642 – State of Texas



SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300



Contract No. CUN20260316

PARCEL 40
HAYS COUNTY, TEXAS

PARCEL PLAT
SOUTH REGIONAL WATER
RECLAMATION PROJECT
CITY OF DRIPPING SPRINGS



STILES J. FOWLER SURVEY
NO. 31, ABSTRACT 174

LOT 25, BLOCK A
HOWARD RANCH
SUBDIVISION
SECTION 2
VOLUME 13, PAGE 152
O.P.R.H.C.TX

STILES J. FOWLER SURVEY
NO. 31, ABSTRACT 174

WILLIAM COCKBURN SURVEY
NO. 32, ABSTRACT 97

CITY OF DRIPPING SPRINGS
40.58 ACRE TRACT
VOL.2282, PG.847
O.P.R.H.C.TX.

N87°57'51"E
660.47'
[S88°00'27"W]
[660.58']

PARCEL 40
EFFLUENT POND
6.79 ACRES
(295,772 SQUARE FEET)

WATER WELL WITHIN
WIRE FENCE

PARCEL 40
CUNCASHCA, LLC, A TEXAS
LIMITED LIABILITY COMPANY
TRACT 4
CALLED 202.38 ACRES
DOC #. 20030036
O.P.R.H.C.TX

PARCEL 40
CUNCASHCA, LLC, A TEXAS
LIMITED LIABILITY COMPANY
TRACT 4
CALLED 202.38 ACRES
DOC #. 20030036
O.P.R.H.C.TX

THOMAS B. JACKSON SURVEY
NO. 25, ABSTRACT 9

JOB NUMBER: 47232
DATE: 08/18/2020
SCALE: 1"=200'
SURVEYOR: N. HINES
TECHNICIAN: D. CULLEN
DRAWING: PARCEL 40
TRACT ID: -
PARTY: CITY OF DRIPPING SPRINGS
FIELDBOOKS: -



4801 Southwest Parkway
Building Two, Suite 100
Austin Texas, 78735
Ofc: 512.447.0575
Fax: 512.326.3029
email: info@sam.biz

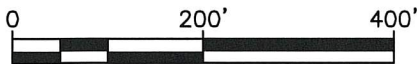
Texas Firm Registration No. 10064300

PROJECT: PARCEL PLAT
CITY OF DRIPPING SPRINGS

SHEET 3
OF 4

Cuncashca, LLC

Page 97 of 167



GRAPHIC SCALE

PARCEL 40
HAYS COUNTY, TEXAS

Contract No. CUN20260316

PARCEL PLAT
SOUTH REGIONAL WATER
RECLAMATION PROJECT
CITY OF DRIPPING SPRINGS

N

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	N06°48'18"E	70.06'
L2	N07°32'10"E	191.38'
L3	N02°06'14"W	166.42'

LEGEND

—— R ——	PARCEL LIMITS
—— S ——	APPROXIMATE SURVEY LINE
—————	EXISTING ROAD
—— ———	ADJOINER PROPERTY
.....	FLYTIE
—— X ——	WIRE FENCE
●	IRON ROD FOUND (AS NOTED)
●	5/8" IRON ROD SET W/CAP "SAM"
D.R.H.C.TX.	DEED RECORDS HAYS COUNTY, TEXAS
P.R.H.C.TX.	PLAT RECORDS HAYS COUNTY, TEXAS
O.P.R.H.C.TX.	OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
[]	ADJOINER RECORD INFORMATION
()	RECORD INFORMATION

NOTES:

1. ALL BEARINGS ARE GRID BEARINGS AND ARE BASED ON TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83 (2011). ALL DISTANCES ARE REPRESENTED IN SURFACE VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM. TO OBTAIN GRID DISTANCE MULTIPLY BY CSF OF 0.999870.
2. RECORD INFORMATION SHOWN HEREON IS BASED UPON TITLE COMMITMENT ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY GF. NO. 19-1667-CR, EFFECTIVE DATE: MAY 25, 2022, ISSUED JUNE 6, 2022.
3. FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT.

NEIL HINES
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5642 — STATE OF TEXAS

DATE



JOB NUMBER: 47232
DATE: 08/18/2020
SCALE: 1:200
SURVEYOR: N. HINES
TECHNICIAN: D. CULLEN
DRAWING: PARCEL 40
TRACT ID: -
PARTY: CITY OF DRIPPING SPRINGS
FIELDBOOKS: -



4801 Southwest Parkway
Building Two, Suite 100
Austin Texas, 78735
Ofc: 512.447.0575
Fax: 512.326.3029
email: Info@sam.biz

Texas Firm Registration No. 10064300

PROJECT: PARCEL PLAT
CITY OF DRIPPING SPRINGS

SHEET 4
OF 4

Cuncashca, LLC

Page 98 of 167

EXHIBIT E

Special Warranty Deed

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

Date: _____

Grantor: Cuncashca, LLC

Grantor's Mailing Address: PO Box 5885, Austin, Texas 78763

Grantee: The City of Dripping Springs, Texas

Grantee's Mailing Address: 511 Mercer Street Dripping Springs, Texas 78620

Consideration: Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

BEING A 6.79 ACRE, EFFLUENT POND SITE, SITUATED IN THE THOMAS R. JACKSON SURVEY NO. 25, ABSTRACT NO. 9, HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 202.38 ACRE TRACT (TRACT 4) DESCRIBED IN A DEED TO CUNCASHCA, LLC, A TEXAS LIMITED LIABILITY COMPANY AND RECORDED IN DOCUMENT NUMBER 20030036, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), MORE FULLY DESCRIBED AT ATTACHMENT A.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: All encumbrances and other matters of record in the Official Public Records of Hays County, Texas, to the extent they are validly existing and affect the Property.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the 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 way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

[REMAINDER OF PAGE BLANK – SIGNATURE FOLLOWS]

CUNCASHCA, LLC

H. L. Burns, Manager

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on _____
by H. L. Burns, Manager of Cuncashca, LLC, a Texas limited liability company on behalf of said
company.

Notary Public, State of Texas

ATTACHMENT A



SAM, LLC

4801 Southwest Parkway, Bldg. Two, Suite 100, Austin, TX 78735

Ofc 512.447.0575 Fax 512.326.3029

info@sam.biz www.sam.biz TBPLS # 10064300

Contract No. CUN20260316

**Parcel 40
Legal Description
City of Dripping Springs
South Regional Water Reclamation Project
Effluent Pond Site
6.79 Acre (295,772 Square Foot)**

PARCEL 40 Effluent Pond Site:

BEING A 6.79 ACRE, EFFLUENT POND SITE, SITUATED IN THE THOMAS R. JACKSON SURVEY NO. 25, ABSTRACT NO. 9, HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 202.38 ACRE TRACT (TRACT 4) DESCRIBED IN A DEED TO CUNCASHCA, LLC, A TEXAS LIMITED LIABILITY COMPANY AND RECORDED IN DOCUMENT NUMBER 20030036, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAID 6.76 ACRE EFFLUENT POND SITE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found for an northwest corner of said Tract 4, same being the southwest corner of a called 40.58 acre tract, described in a deed to City of Dripping Springs, recorded in Volume. 2282, Page 847, O.P.R.H.C.TX, also being an angle corner on the east line of Lot 25, Block A of HOWARD RANCH SUBDIVISION SECTION 2, as recorded in Volume 13, Page 152 O.P.R.H.C.TX.;

THENCE North 87°57'51" East, with the common line of said Tract 4 and said 40.58 acre tract, a distance of 660.47 feet to a 1/2-inch iron rod found for an interior angle point of said Tract 4 and the southeast corner of said 40.58 acre tract ;

THENCE over and across said Tract 4, the following three (3) courses and distances:

- 1) South 02°05'48" West, a distance of 435.00 feet, to a 5/8-inch iron rod with SAM cap set for the southeast corner of the tract herein described;
- 2) South 81°57'34" E, a distance of 333.60 feet, to a 5/8-inch iron rod with SAM cap set for an angle corner of the tract herein described;
- 3) North 84°35'24" West, a distance of 342.64 feet, to a 5/8-inch iron rod with SAM cap set in the west line of said Tract 4 and the east line of said Lot 25, Block A for the southwest corner of the tract herein described;

THENCE with the west line of said Tract 4 and the east line of said Lot 25, Block A the following three (3) courses and distances;

- 1) North 06°48'18" East, a distance of 70.06 feet to a 1/2-inch iron rod found for an angle point of the tract herein described;
- 2) North 07°32'10" East, a distance of 191.38 feet to a 1/2-inch iron rod found for an angle point of the tract herein described;

1) North 02°06'14" West, a distance of 166.42 feet, to the **POINT OF BEGINNING** and containing 6.79 acres (295,772 square) feet of land.

Bearing Basis:

All bearings shown are based on the Texas Coordinate System, South Central Zone, NAD 83/2011. All distances shown are grid values. Units: U.S. Survey Feet.

THE STATE OF TEXAS §
COUNTY OF TRAVIS § KNOW ALL MEN BY THESE PRESENTS:

That I, Neil Hines, a Registered Professional Land Surveyor, do hereby certify that the above description 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.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

Neil Hines 28 September 2022
Neil Hines Date
Registered Professional Land Surveyor
No. 5642 – State of Texas



SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

GRAPHIC SCALE

PARCEL 40
HAYS COUNTY, TEXAS

Contract No. CUN20260316

PARCEL PLAT
SOUTH REGIONAL WATER
RECLAMATION PROJECT
CITY OF DRIPPING SPRINGS



STILES J. FOWLER SURVEY
NO. 31, ABSTRACT 174

LOT 25, BLOCK A
HOWARD RANCH
SUBDIVISION
SECTION 2
VOLUME 13, PAGE 152
O.P.R.H.C.TX

STILES J. FOWLER SURVEY
NO. 31, ABSTRACT 174

WILLIAM COCKBURN SURVEY
NO. 32, ABSTRACT 97

CITY OF DRIPPING SPRINGS
40.58 ACRE TRACT
VOL.2282, PG.847
O.P.R.H.C.TX.

N87°57'51"E
660.47'

**PARCEL 40
EFFLUENT POND
6.79 ACRES
(295,772 SQUARE FEET)**

WATER WELL WITHIN
WIRE FENCE

PARCEL 40
CUNCASHCA, LLC, A TEXAS
LIMITED LIABILITY COMPANY
TRACT 4
CALLED 202.38 ACRES
DOC #. 20030036
O.P.R.H.C.TX

PARCEL 40
CUNCASHCA, LLC, A TEXAS
LIMITED LIABILITY COMPANY
TRACT 4
CALLED 202.38 ACRES
DOC #. 20030036
O.P.R.H.C.TX

JOB NUMBER:47232
DATE:08/18/2020
SCALE:1:200
SURVEYOR:N.HINES
TECHNICIAN:D. CULLEN
DRAWING:PARCEL 40
TRACT ID:-
PARTY:CHIEF J. STILLMAN
FIELD BOOKS: City of Dripping Springs



**4801 Southwest Parkway
Building Two, Suite 100
Austin Texas, 78735
Ofc: 512.447.0575
Fax: 512.326.3029
email: Info@sam.biz**

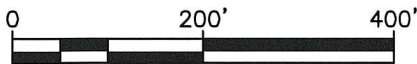
Texas Firm Registration No. 10064300

PROJECT: PARCEL PLAT
CITY OF DRIPPING SPRINGS

SHEET 3
OF 4

Cuncashca, LLC

~~Page 106 of 167~~



GRAPHIC SCALE

PARCEL 40
HAYS COUNTY, TEXAS

Contract No. CUN20260316

PARCEL PLAT
SOUTH REGIONAL WATER
RECLAMATION PROJECT
CITY OF DRIPPING SPRINGS

N

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	N06°48'18"E	70.06'
L2	N07°32'10"E	191.38'
L3	N02°06'14"W	166.42'

LEGEND

—— R ——	PARCEL LIMITS
—— S ——	APPROXIMATE SURVEY LINE
—————	EXISTING ROAD
—— ———	ADJOINER PROPERTY
.....	FLYTIE
—— X ——	WIRE FENCE
●	IRON ROD FOUND (AS NOTED)
●	5/8" IRON ROD SET W/CAP "SAM"
D.R.H.C.TX.	DEED RECORDS HAYS COUNTY, TEXAS
P.R.H.C.TX.	PLAT RECORDS HAYS COUNTY, TEXAS
O.P.R.H.C.TX.	OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
[]	ADJOINER RECORD INFORMATION
()	RECORD INFORMATION

NOTES:

1. ALL BEARINGS ARE GRID BEARINGS AND ARE BASED ON TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83 (2011). ALL DISTANCES ARE REPRESENTED IN SURFACE VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM. TO OBTAIN GRID DISTANCE MULTIPLY BY CSF OF 0.999870.
2. RECORD INFORMATION SHOWN HEREON IS BASED UPON TITLE COMMITMENT ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY GF. NO. 19-1667-CR, EFFECTIVE DATE: MAY 25, 2022, ISSUED JUNE 6, 2022.
3. FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE IN CONJUNCTION WITH AND CONSIDERED AN INTEGRAL PART OF THIS PLAT.



NEIL HINES 28 SEPTEMBER 2022
NEIL HINES
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5642 - STATE OF TEXAS

DATE

JOB NUMBER: 47232
DATE: 08/18/2020
SCALE: 1:200
SURVEYOR: N. HINES
TECHNICIAN: D. CULLEN
DRAWING: PARCEL 40
TRACT ID: -
PARTY: CITY OF DRIPPING SPRINGS
FIELDBOOKS: -



4801 Southwest Parkway
Building Two, Suite 100
Austin Texas, 78735
Ofc: 512.447.0575
Fax: 512.326.3029
email: info@sam.biz

Texas Firm Registration No. 10064300

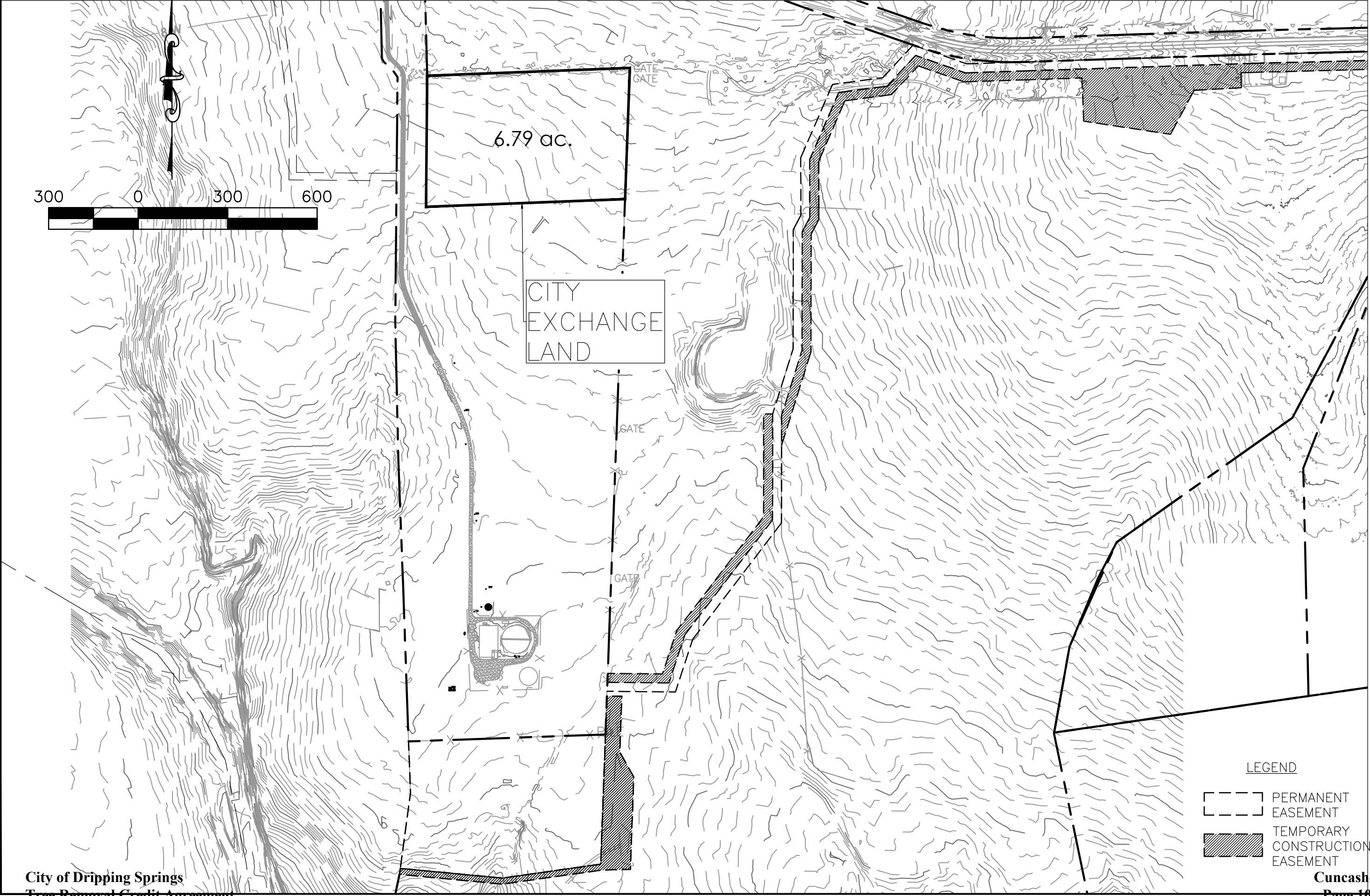
PROJECT: PARCEL PLAT
CITY OF DRIPPING SPRINGS

SHEET 4
OF 4

Cuncashca, LLC

Page 107 of 167

EXHIBIT F



LEGEND

PERMANENT EASEMENT

TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT F

BURGESS & NIPLÉ, INC.
235 LEDGE STONE DRIVE
AUSTIN, TEXAS 78737
(512) 432-1000 Fax: (512) 432-1015

EXHIBIT G

Special Warranty Deed

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

Date: _____

Grantor: The City of Dripping Springs, Texas

Grantor's Mailing Address: 511 Mercer Street Dripping Springs, Texas 78620

Grantee: Cuncashca, LLC

Grantee's Mailing Address: PO Box 5885, Austin, Texas 78763

Consideration: Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

BEING A 6.79 ACRE, LAND SWAP TRACT, SITUATED IN THE THOMAS R. JACKSON SURVEY NO. 25, ABSTRACT NO. 9, HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 40.58 ACRE TRACT DESCRIBED IN A DEED TO CITY OF DRIPPING SPRINGS AND RECORDED IN VOLUME 2282, PAGE 847, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAID 6.79 ACRE LAND SWAP SITE BEING MORE FULLY DESCRIBED AT ATTACHMENT A.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: All encumbrances and other matters of record in the Official Public Records of Hays County, Texas, to the extent they are validly existing and affect the Easement Tract.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the 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 way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

Grantor warrants that the Property is released free and clear of any special provisions that may run with the Property due to any defect resulting from its prior legally permitted use as a treated effluent land disposal field

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

[REMAINDER OF PAGE BLANK – SIGNATURE FOLLOWS]

THE CITY OF DRIPPING SPRINGS, TEXAS

Bill Foulds, Jr., Mayor

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on _____
by Bill Foulds, Jr., Mayor of the City of Dripping Springs, a Texas Type A General Law City on
behalf of said City.

Notary Public, State of Texas

ATTACHMENT A



**Legal Description
City of Dripping Springs
South Regional Water Reclamation Project
Land Swap Tract
6.79 Acre (295,772 Square Foot)**

Land Swap Tract:

BEING A 6.79 ACRE, LAND SWAP TRACT, SITUATED IN THE THOMAS R. JACKSON SURVEY NO. 25, ABSTRACT NO. 9, HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 40.58 ACRE TRACT DESCRIBED IN A DEED TO CITY OF DRIPPING SPRINGS AND RECORDED IN VOLUME 2282, PAGE 847, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAID 6.79 ACRE LAND SWAP SITE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found for an interior angle corner of said 40.58 acre tract, same being an exterior corner of a called 202.38 acre tract, Tract 4, described in a deed to CUNCASHCA, LLC, a Texas Limited Liability Company, and recorded in Document No. 20030038, O.P.R.H.C.TX.;

THENCE, North 87°47'47" East, with the common line of said Tract 4 and said 40.58 acre tract, a distance of 679.98 feet to a 1/2-inch iron rod found for an interior angle point of said Tract 4 also being the most easterly northeast corner of said 40.58 acre tract;

THENCE, South 02°05'48" West, with the common line of said Tract 4 and said 40.58 acre tract, a distance of 439.85 feet, to a 5/8-inch iron rod with SAM cap set for the southeast corner of the tract herein described;

THENCE, South 87°47'47" West, departing the common line of said Tract 4 and said 40.58 acre tract and over and across said 40.58 acre tract, a distance of 667.83 feet, to a 5/8-inch iron rod with SAM cap set for the southwest corner of the tract herein described;

INTENTIONALLY LEFT BLANK

SAM COMPANIES

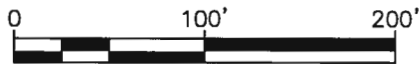
4801 Southwest Parkway / Bldg. 2 Suite 100 / Austin, Texas 78735
512.447.0575 Office / 512.326.3029 Fax / TBPELS #10064300

**City of Dripping Springs
Tree Removal Credit Agreement**

sam.biz
Cuncashca, LLC
Page 115 of 167

STATE OF TEXAS
REGISTERED
NEIL HINES
5642
PROFESSIONAL
LAND SURVEYOR

Cuncashca, LLC
Page 116 of 167



GRAPHIC SCALE

Contract No. **EX-20260316**

Page 3 of 4

THOMAS R. JACKSON SURVEY NO. 25,
ABSTRACT 9

CITY OF DRIPPING SPRINGS
40.58 ACRE TRACT
VOL. 2282, PG. 847
O.P.R.H.C.TX.

CUNCASHCA, LLC, A TEXAS
LIMITED LIABILITY COMPANY
TRACT 3
CALLED 15.65 ACRES
DOC #. 20030036
O.P.R.H.C.TX

PARCEL 40
CUNCASHCA, LLC, A TEXAS
LIMITED LIABILITY COMPANY
TRACT 4
CALLED 202.38 ACRES
DOC #. 20030036
O.P.R.H.C.TX

N87°47'47"E 679.98'

(N87°45'15"E)(680.45')

DO NOT DRINK WATER

(N87°45'39"E)
(680.24')

DO NOT DRINK WATER

1/2-INCH

(S02°06'57"W)
(2,235.45')

S02°05'48"W 439.85'
(N02°05'53"E 2,235.79')

6.79 AC.
(295,772 SQ. FT.)

DO NOT DRINK WATER

CITY OF DRIPPING SPRINGS
40.58 ACRE TRACT
VOL. 2282, PG. 847
O.P.R.H.C.TX.

S87°47'47"W 667.83'

REVIEWED BY:

JOB NUMBER: 47232
DATE: 06/28/2022
SCALE: 1"=100'
SURVEYOR: N. HINES
TECHNICIAN: B. ROY
DRAWING:
TRACT ID:
PARTY CHIEF: S. PERI
FIELDBOOKS:



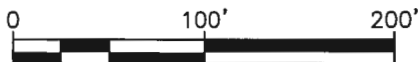
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
Ofc: 512.447.0575
Fax: 512.326.3029
email: info@sam.blz
Texas Firm Registration No. 10064300

PROJECT: PARCEL PLAT
CITY OF DRIPPING SPRINGS

SHEET 3
OF 4

Cuncashca, LLC

Page 117 of 167



GRAPHIC SCALE

LEGEND

—— P ——	PARCEL LIMITS
—— S ——	APPROXIMATE SURVEY LINE
——	EXISTING ROAD
——	ADJOINER PROPERTY
—— oe ——	OVERHEAD ELECTRIC
—— X ——	WIRE FENCE
●	IRON ROD FOUND (AS NOTED)
⊙	5/8" IRON ROD SET W/CAP "SAM"
Ⓜ	WATER VALVE
⊖	WOOD POLE
Ⓟ	ELECTRIC PULL BOX
⊕	SIGN
D.R.H.C.TX.	DEED RECORDS HAYS COUNTY, TEXAS
P.R.H.C.TX.	PLAT RECORDS HAYS COUNTY, TEXAS
O.P.R.H.C.TX.	OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
()	RECORD INFORMATION

N

NOTES:

1. ALL BEARINGS ARE GRID BEARINGS AND ARE BASED ON TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83 (2011). ALL DISTANCES ARE REPRESENTED IN SURFACE VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED ON SAID HORIZONTAL DATUM. TO OBTAIN GRID DISTANCE MULTIPLY BY CSF OF 0.999870.
2. RECORD INFORMATION SHOWN HEREON IS BASED UPON TITLE COMMITMENT ISSUED BY STEWART TITLE GUARANTY COMPANY GF. NO. 22-2238-CR, EFFECTIVE DATE: JUNE 15, 2022, ISSUED JUNE 30, 2022.
3. FOR ADDITIONAL INFORMATION, SEE ATTACHED LEGAL DESCRIPTION MADE IN CONJUNCTION AND CONSIDERED AN INTEGRAL PART OF THIS PLAT.

NEIL HINES
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5642 — STATE OF TEXAS

DATE

REVIEWED BY:



JOB NUMBER: 47232
DATE: 06/28/2022
SCALE: 1:100
SURVEYOR: N. HINES
TECHNICIAN: B. ROY
DRAWING:
TRACT ID:
PARTY: City of Dripping Springs
FIELDBOOKS:

SAM™

4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
Ofc: 512.447.0575
Fax: 512.326.3029
email: info@sam.biz
Texas Firm Registration No. 10064300

PROJECT: PARCEL PLAT
CITY OF DRIPPING SPRINGS

SHEET 4
OF 4
Cuncashca, LLC

Page 118 of 167

EXHIBIT H

CUNCASHCA, LLC
P.O. Box 5885
Austin, Texas 78763

August 20, 2020

City of Dripping Springs
P.O. Box 384
Dripping Springs, Texas 78620
Attention: Ginger Faught
Deputy City Administrator

Re: Liquidation of RPC Investments, Ltd. and resultant change in ownership of certain real property situated in Hays County, Texas

Dear Ms. Faught:

Please be advised that, as of July 22, 2020, the property previously owned by RPC Investments, Ltd. ("RPC") in Hays County, Texas, was conveyed to Cuncashca, LLC, a Texas limited liability company ("New Owner"), pursuant to the terms of that certain Termination Agreement dated effective as of January 1, 2020, by and among RPC, New Owner, Notloh, LLC, a Texas limited liability company and the sole general partner of RPC, and Holton L. Burns, a limited partner of RPC and the sole member of New Owner (the "Termination Agreement"). The real property conveyed to New Owner (the "Property") is described in that certain *General Warranty Deed* dated July 22, 2020, recorded as Document No. 20030036 in the Records of Hays County, Texas, a true and correct copy of which is enclosed herein.

In connection with such conveyance by RPC and in accordance with the Termination Agreement, RPC also assigned to New Owner all of RPC's rights, title and interest in the 300 Living Unit Equivalent reserved by the City of Dripping Springs for the benefit of RPC (the "LUEs"). Such assignment was effectuated pursuant to that certain *Bill of Sale and Assignment of Living Equivalent Units and Other Property* between RPC and New Owner dated July 22, 2020, a true and correct copy of which is also enclosed herein.

New Owner is also the owner of another 65 Living Unit Equivalents, the same originating from (i) 25 Living Unit Equivalents originally reserved by the City of Dripping Springs for the benefit of Lucy R. Hibberd (the "Hibberd LUEs") and (ii) 40 Living Unit Equivalents reserved by the City of Dripping Springs for the benefit of Holton L. Burns (the "Burns LUEs"). The Hibberd LUEs were assigned by the Estate of Lucy Reed Hibberd directly to Holton Burns pursuant to that certain *Bill of Sale & Assignment of Living Equivalent Units* dated December 23, 2019. Thereafter, Mr. Burns assigned both the Hibberd LUEs and the Burns LUEs (collectively, the "Additional LUEs") to New Owner pursuant to that certain *Bill of Sale & Assignment of Living Unit Equivalents* dated effective July 22, 2020. A true and correct copy of this latter Bill of Sale is enclosed herein.

Please be further advised that New Owner is also the owner of that certain 18.01 acre tract situated immediately adjacent to northeastern corner of the Property (the "Adjacent Property"), have acquired such property pursuant to (i) that certain *Special Warranty Deed* dated December 23, 2019, recorded as Document 20000376 in the Records of Hays County, Texas, and (ii) that certain *Special Warranty Deed* of even date therewith recorded as

Document 20000362 of in the Records of Hays County, Texas. A true and correct copy of the latter deed is enclosed for your convenience.

Lastly, solely for purposes of completeness, please be aware that New Owner continues to own the real property conveyed to it in 2018 (the "Other Property"), pursuant to that certain *General Warranty Deed* dated July 10, 2018, recorded as Document 18024535 in the Records of Hays County, Texas. A true and correct copy of that deed is enclosed for your convenience.

In furtherance of the foregoing, all future notices, inquiries, requests and other correspondence concerning the Property, the Adjacent Property, the Other Property, the LUEs or the Additional LUEs should be delivered to New Owner at the following address:

Cuncashca, LLC
c/o Holton L. Burns
P.O. Box 5885
Austin, Texas 78763

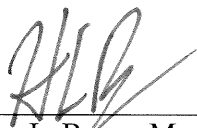
Please instruct all engineers, attorneys and consultants working on behalf of the City of Dripping Springs with regard to any of these properties and property rights to likewise direct all such future notices, inquiries, requests and other correspondence directly to New Owner.

Thank you for your cooperation in this matter.

Sincerely,

CUNCASHCA, LLC, a Texas limited liability company

By:



Holton L. Burns, Member

cc: Erin Newberry
HDR, Inc.
613 NW Loop 410, Suite 700
San Antonio, Texas 78216-5507

**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 NUMBER OR YOUR DRIVER'S LICENSE
NUMBER.**

GENERAL WARRANTY DEED

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

RPC INVESTMENTS, LTD., a Texas limited partnership ("Grantor"), for Ten Dollars (\$10.00) and other good and valuable consideration paid to Grantor by CUNCASHCA, LLC, a Texas limited liability company ("Grantee"), the receipt and sufficiency of which is acknowledged, and pursuant to and in accordance with the terms of that certain Termination Agreement dated effective as of January 1, 2020, by and among Grantor, Grantee, Notloh, LLC, a Texas limited liability company and sole general partner of Grantee, and Holton L. Burns, a limited partner of Grantor (the "Termination Agreement"), has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY, unto Grantee all of the following described property located in Hays County, Texas:

The four (4) tracts of land, together with all the improvements and fixtures located thereon, described in Schedule 1 which is attached to this deed and is incorporated herein by reference (collectively, the "Property").

TO HAVE AND TO HOLD the Property and premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, and Grantee's heirs, successors and assigns forever, and Grantor does hereby bind Grantor and Grantor's heirs, successors, and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Property and premises unto Grantee, and Grantee's heirs, successors, and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

Grantor hereby acknowledges and agrees that this conveyance is being made as a convenience to the parties to the Termination Agreement, and that such conveyance shall be deemed to constitute a distribution of undivided interests in and to the Property to each of Grantee and Holton L. Burns in accordance with the terms of the Termination Agreement, followed by Holton L. Burns' contribution of his undivided interest in the Property to Grantee as a capital contribution thereto, such that Grantee shall own one hundred percent (100%) of the Property.

This conveyance is made and accepted subject to any and all valid and subsisting restrictions, easements, rights-of-way, reservations, conditions and covenants, maintenance charges (and any lien securing said maintenance charges), if any, applicable to and enforceable against the Property as shown by the Official Public Records of Hays County, Texas, and to any applicable zoning laws or ordinances of any municipal and/or other governmental authorities having jurisdiction over the Property.

Taxes on the Property for the year 2020 and subsequent years and subsequent assessments (after the date hereof) for prior years due to change in land usage or ownership are assumed by Grantee.

Dated: July 22, 2020.

GRANTOR:

RPC INVESTMENTS, LTD., a Texas limited partnership

By: NOTLOH, LLC, a Texas limited liability company, its sole general partner

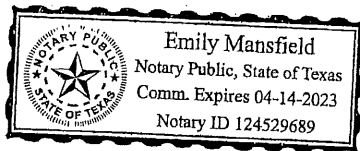
By: HLB 7/22/2020
Holton L. Burns, Manager

GRANTEE'S ADDRESS:

P.O. Box 5885
Austin, Texas 78763

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on July 22, 2020, by Holton L. Burns, Manager of Notloh, LLC, a Texas limited liability company, the sole general partner of RPC Investments, Ltd., a Texas limited partnership, on behalf of said limited partnership.



Emily Mansfield

Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

Nick von Kreisler
Kuperman, Orr & Albers, P.C.
2500 Bee Cave Road
Building Two, Suite 150
Austin, Texas 78746

11-GF# 202001095 em
RETURN TO: HERITAGE TITLE
401 CONGRESS AVE., STE.1500
AUSTIN, TEXAS 78701

SCHEDULE 1

TRACT 1: Being all of that certain tract or parcel of land containing 2.44 acres, more or less, situated in the Thomas R. Jackson Survey, Abstract No. 9 and the William Cockburn Survey, Abstract No. 97, Hays County, Texas, said tract being more particularly described by metes and bounds shown on Exhibit "A" attached hereto and made a part hereof.

TRACT 2: Being all of that certain tract or parcel of land containing 6.77 acres, more or less, situated in the Thomas R. Jackson Survey, Abstract No. 9, Hays County, Texas, said tract being more particularly described by metes and bounds shown on Exhibit "B" attached hereto and made a part hereof.

TRACT 3: Being all of that certain tract or parcel of land containing 15.65 acres, more or less, situated in the Thomas R. Jackson Survey, Abstract No. 9, Hays County, Texas, said tract being more particularly described by metes and bounds shown on Exhibit "C" attached hereto and made a part hereof.

TRACT 4: Being all of that certain tract or parcel of land containing 202.38 acres, more or less, situated in the Thomas R. Jackson Survey, Abstract No. 9, the Stiles J. Fowler Survey, Abstract 174 and the William Cockburn Survey, Abstract 97, Hays County, Texas, said tract being more particularly described by metes and bounds shown on Exhibit "D" attached hereto and made a part hereof.

Exhibit A

DESCRIPTION OF 2.44 ACRES, MORE OR LESS, OF LAND AREA, IN THE THOMAS R. JACKSON SURVEY, ABSTRACT NUMBER 9 AND THE WILLIAM COCKBURN SURVEY, ABSTRACT NUMBER 97, HAYS COUNTY, TEXAS, BEING ALL OF THAT TRACT DESCRIBED AS 2.44 ACRES IN A DEED FROM HOLTON L. BURNS TO RPC INVESTMENTS, DATED MARCH 6, 2003 AND RECORDED IN VOLUME 2173, PAGE 353 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod found in the west line of that tract described as 387.26 acres in a deed from Mark Eight Corp. to Dickson Properties, Inc., dated March 21, 1973 and recorded in Volume 257, Page 518 of the Hays County Deed Records, for the common northeast corner of the RPC 2.44 acres tract, the southeast corner of that tract described as 71.641 acres in a deed from Pamela M. Ryan to UMARI Partners, LP., dated October 10, 2014 and recorded in Volume 5062, Page 856 of the Hays County Official Public Records;

THENCE leaving the UMARI Partners tract and **PLACE OF BEGINNING** as shown on that plat numbered 26365-20-4-b, dated June 11, 2020 as prepared for Holton Burns by Byrn & Associates, Inc. of San Marcos, Texas, with the common east line of the RPC trac and the west line of the Dickson Properties tract, the following two courses:

1. S 31° 21' 54" E 171.15 feet to a calculated point, and
2. S 31° 35' 41" E 176.15 feet to a calculated point in the north line of that tract described in a deed from Holton Latham Burns to CUNCASHCA, LLC, dated July 10, 2018 and recorded in Hays County Instrument Number 18024535 of the Hays County Official Public records, for the common southeast corner of the RPC 2.44 acre tract and an angle point in the south line of the Dickson Properties tract;

THENCE leaving the Dickson Properties tract, with the common north line of the CUNCASHCA tract and the south line of the RPC tract, the following five courses:

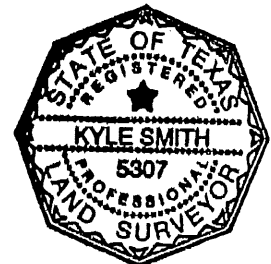
1. N 85° 14' 11" W 140.36 feet to a calculated point,
2. N 72° 15' 35" W 296.99 feet to a calculated point,
3. N 55° 06' 23" W 48.84 feet to a calculated point,
4. N 40° 07' 26" W 102.51 feet to a calculated point,
5. N 22° 55' 27" W 137.98 feet to a calculated point, from which a ½" iron rod found bears N 84°23'42"W 148.84 feet;

THENCE S 84° 23' 42" E 403.16 feet to the **PLACE OF BEGINNING**.

There are contained within these metes and bounds 2.44 acres, more or less, as prepared from public records and a survey made on the ground on June 11, 2020 by Byrn & Associates, Inc. of San Marcos, Texas. The Bearing Basis for this description was determined from GPS observations and refers to Grid North of the Texas State Plane Coordinate System, N.A.D. 83, South Central Zone. All ½" iron rods set are capped with a plastic cap stamped "Byrn Survey".



Kyle Smith, R.P.L.S. #5307



Client: Burns, Holton
Date: June 11, 2020
Survey: Jackson, Thomas R.
County: Hays
Job No: 26365-20-4
FND 2.44

Exhibit B

DESCRIPTION OF 6.77 ACRES, MORE OR LESS, OF LAND AREA, IN THE THOMAS R. JACKSON SURVEY, ABSTRACT NUMBER 9, HAYS COUNTY, TEXAS, BEING ALL OF THAT TRACT DESCRIBED AS 7 ACRES IN A DEED FROM LUCY REED HIBBERD TO RPC INVESTMENTS, DATED SEPTEMBER 4, 2007 AND RECORDED IN VOLUME 3298, PAGE 356 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found in the west line of that tract described as 150.00 acres in a deed from Stewardship Interests, LLC to ALFREDALBERT, LLC, dated July 13, 2012 and recorded in Volume 4534, Page 362 of the Hays County Official Public records, for the northeast corner of the RPC 7 acre tract;

THENCE leaving the **PLACE OF BEGINNING** as shown on that plat numbered 26365-20-4-c, dated June 11, 2020 as prepared for Holton Burns by Byrn & Associates, Inc. of San Marcos, Texas, with the common west line of the ALFREDALBERT 150.00 acre tract and the east line of the RPC 7 acre tract, **S 27° 27' 48" W 1068.65 feet** to a calculated point in the north line of that tract described as 347.65 acres in a deed from Historic Gibson LLC to ALFREDALBERT, LLC, dated May 14, 2008 and recorded in Volume 3391, Page 158 of the Hays County Official Public records, for the common southwest corner of the ALFREDALBERT 150.00 acre tract and the south corner of the RPC 7 acre tract, and being in the approximate centerline of Onion Creek;

THENCE leaving the ALFREDALBERT 150.00 acre tract, with the common north line of the ALFREDALBERT 347.65 acre tract and the west line of the RPC 7 acre tract, and being in the approximate centerline of Onion Creek, the following two courses:

1. **N 17° 45' 36" W 354.40 feet** to a calculated point, and
2. **N 19° 00' 36" W 352.75 feet** to a calculated point;

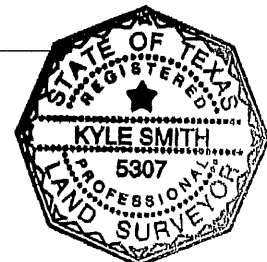
THENCE with the common west line of the RPC 7 acre tract and the north line of the ALFREDALBERT 347.65 acre tract and its extension, **N 43° 45' 51" W 50.98 feet** to a calculated point for the west corner of the RPC 7 acre tract, pass at 41.13 feet the common northwest corner of the ALFREDALBERT 347.65 acre tract and the northeast corner of that tract described as 64.57 acres in a deed from CUNCASHCA LLC to Reed C. Burns, dated December 20, 2019 and recorded in Hays County Instrument Number 20000380 of the Hays County Official Public records;

THENCE leaving the Burns tract, with the north line of the RPC 7 acre tract, the following two courses:

1. **N 57° 35' 33" E 71.66 feet** to a 1/2" iron rod found with a plastic cap stamped "Byrn Survey" and
2. **N 73° 41' 53" E 719.54 feet** to the **PLACE OF BEGINNING**.

There are contained within these metes and bounds 6.77 acres, more or less, as prepared from public records and a survey made on the ground on June 11, 2020 by Byrn & Associates, Inc. of San Marcos, Texas. The Bearing Basis for this description was determined from GPS observations and refers to Grid North of the Texas State Plane Coordinate System, N.A.D. 83, South Central Zone. All 1/2" iron rods set are capped with a plastic cap stamped "Byrn Survey".

Kyle Smith, R.P.L.S. #5307



Client: Burns, Holton
Date: June 11, 2020
Survey: Jackson, Thomas R.
County: Hays
Job No: 26365-20-4
FND 6.77

Exhibit C

DESCRIPTION OF 15.65 ACRES, MORE OR LESS, OF LAND AREA, IN THE THOMAS R. JACKSON SURVEY, ABSTRACT NUMBER 9, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 18.57 ACRES IN A DEED FROM SAMUEL MONROE LANGSTON ET UX TO ROBERTA CRENSHAW, DATED AUGUST 31, 1984 AND RECORDED IN VOLUME 469, PAGE 263 OF THE HAYS COUNTY REAL PROPERTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with a plastic cap found in the common southwest line of F.M. Highway Number 150 and the northeast line of the Crenshaw tract, for the northeast corner of that tract described as 40.58 acres in a deed from Robert P. Crenshaw to The City of Dripping Springs, dated June 26, 2003 and recorded in Volume 2282, Page 847 of the Hays County Official Public records;

THENCE leaving the City of Dripping Springs tract and **PLACE OF BEGINNING** as shown on that plat numbered 26365-20-4-c, dated June 11, 2020 as prepared for Holton Burns by Byrn & Associates, Inc. of San Marcos, Texas, with the common southwest line of F.M. Highway No. 150 and the northeast line of the Crenshaw tract, the following four courses:

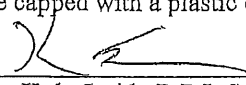
1. S 61° 48' 37" E 984.80 feet to a concrete highway monument found,
2. With a left breaking curve having the following characteristics: Radius = 2904.79 feet, Central Angle = 9°06'10", Arc Length = 461.50 feet and a chord which bears S 66° 23' 37" E 461.01 feet to a concrete highway monument found,
3. S 70° 56' 56" E 391.46 feet to a concrete highway monument found, and
4. With a left breaking curve having the following characteristics: Radius = 994.93 feet, Central Angle = 8°14'52", Arc Length = 143.22 feet and a chord which bears S 75° 11' 35" E 143.10 feet to a calculated point in the north line of that tract described as 387.26 acres in a deed from Mark Eight Corp. to Dickson Properties, Inc., dated March 21, 1973 and recorded in Volume 257, Page 518 of the Hays County Deed Records, for the east corner of the Crenshaw tract;

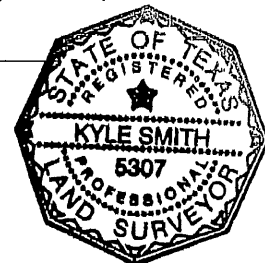
THENCE leaving F.M. Highway No. 150 with the common occupied south line of the Crenshaw tract and the north line of the Dickson Properties tract, the following two courses;

1. S 88° 42' 58" W 1041.51 feet to a calculated point, and
2. S 87° 43' 25" W 737.00 feet to a calculated point in the east line of the City of Dripping Springs tract, from which an iron rod found with a plastic cap for an interior corner in the east line of the City of Dripping Springs tract bears S 01°23'47"E 10.70 feet;

THENCE crossing the Crenshaw tract, N 01° 23' 47" W 867.04 feet to the **PLACE OF BEGINNING**.

There are contained within these metes and bounds 15.65 acres, more or less, as prepared from public records and a survey made on the ground on June 11, 2020 by Byrn & Associates, Inc. of San Marcos, Texas. The Bearing Basis for this description was determined from GPS observations and refers to Grid North of the Texas State Plane Coordinate System, N.A.D. 83, South Central Zone. All ½" iron rods set are capped with a plastic cap stamped "Byrn Survey".


Kyle Smith, R.P.L.S. #5307



Client: Burns, Holton
Date: June 11, 2020
Survey: Jackson, Thomas R.
County: Hays
Job No: 26365-20-4
FND 15.65

Exhibit D

DESCRIPTION OF 202.38 ACRES, MORE OR LESS, OF LAND AREA, IN THE THOMAS R. JACKSON SURVEY, ABSTRACT NUMBER 9, THE STILES J. FOWLER SURVEY, A-174 AND THE WILLIAM COCKBURN SURVEY, A-97, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 387.26 ACRES IN A DEED FROM MARK EIGHT CORP. TO DICKSON PROPERTIES, INC., DATED MARCH 21, 1973 AND RECORDED IN VOLUME 257, PAGE 518 OF THE HAYS COUNTY DEED RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with a plastic cap stamped "Byrn Survey" found in the common south line of F.M. Highway Number 150 and the north line of the Dickson Properties tract, for the northwest corner of that tract described as 18.01 acres in a deed from Reed C. Burns to CUNCASHCA, LLC, dated December 23, 2019 and recorded in Hays County Instrument Number 20000362 of the Hays County Official Public Records;

THENCE leaving F.M. Highway No. 150 and **PLACE OF BEGINNING** as shown on that plat numbered 26365-20-4-c, dated June 11, 2020 as prepared for Holton Burns by Byrn & Associates, Inc. of San Marcos, Texas, with the west line of the CUNCASHCA 18.01 acre tract, the following six courses:

1. S 04° 34' 43" E 459.87 feet to an iron rod found with a plastic cap stamped "Byrn Survey",
2. S 28° 05' 12" W 875.02 feet to an iron rod found with a plastic cap stamped "Byrn Survey",
3. S 54° 41' 27" W 721.69 feet to a 1/2" iron rod found,
4. S 27° 27' 44" W 133.45 feet to an iron rod found with a plastic cap stamped "Byrn Survey",
5. S 22° 32' 28" W 251.19 feet to an iron rod found with a plastic cap stamped "Byrn Survey", and
6. S 10° 08' 14" W 292.14 feet to an iron rod found with a plastic cap stamped "Byrn Survey" for the common southwest corner of the CUNCASHCA 18.01 acre tract and the northwest corner of that tract described as 150.00 acres in a deed from Stewardship Interests, LLC, to ALFREDALBERT, LLC, dated July 13, 2012 and recorded in Volume 4534, Page 362 of the Hays County Official Public Records;

THENCE leaving the CUNCASHCA 18.01 acre tract, with the west line of the ALFREDALBERT 150.00 acre tract, the following two courses;

1. S 11° 49' 53" E 819.42 feet to an iron rod found with a plastic cap stamped "Byrn Survey", and
2. S 06° 44' 52" W 1098.27 feet to a 1/2" iron rod found for the northeast corner of that tract described as 7 acres in a deed from Lucy Reed Hibberd et al to RPC Investments, dated September 4, 2007 and recorded in Volume 3298, Page 356 of the Hays County Official Public records;

THENCE leaving the ALFREDALBERT tract, with the north line of the RPC 7 acre tract, the following two courses:

1. S 73° 41' 53" W 719.54 feet to an iron rod found with a plastic cap stamped "Byrn Survey", and
2. S 57° 35' 33" W 71.66 feet to a calculated point in the northeast line of that tract described as 64.57 acres in a deed from CUNCASHCA LLC, to Reed C. Burns, dated December 20, 2019 and recorded in Hays County Instrument Number 20000380 of the Hays County Official Public records, and being in the approximate center of Onion Creek;

THENCE leaving the RPC 7 acre tract, with the approximate centerline of Onion Creek, the northeast line of the Burns 64.57 acre tract and the north line of that tract described in a deed from Holton Latham Burns to CUNCASHCA, LLC,

dated July 10, 2018 and recorded in Hays County Instrument Number 18024535 of the Hays County Official Public records, the following seven courses:

1. N 43° 45' 51" W 212.02 feet to a calculated point,
2. N 27° 18' 53" W 131.29 feet to a calculated point,
3. N 31° 56' 38" W 301.01 feet to a calculated point,
4. N 44° 53' 38" W 179.26 feet to a calculated point,
5. S 81° 23' 01" W 362.24 feet to a calculated point,
6. S 85° 50' 22" W 277.22 feet to a calculated point,
7. N 85° 14' 11" W 90.93 feet to a calculated point for the southeast corner of that tract described as 2.44 acres in a deed from Holton L. Burns to RPC Investments, LTD., dated March 6, 2003 and recorded in Volume 2173, Page 353 of the Hays County Official Public Records;

THENCE leaving the CUNCASHCA tract, with the east line of the RPC 2.44 acre tract, the following two courses:

1. N 31° 35' 41" W 176.15 feet to a calculated point, and
2. N 31° 21' 54" W 171.15 feet to a 1/2" iron rod found for the common northeast corner of the RPC 2.44 acre tract and the southeast corner of that tract described as 71.641 acres in a deed from Pamela M. Ryan to UMARI Partners, LP., dated October 10, 2014 and recorded in Volume 5062, Page 856 of the Hays County Official Public Records;

THENCE leaving the RPC 2.44 acre tract, with the common east line of the UMARI Partners tract and the west line of the Dickson properties tract, being generally with fence, the following seven courses:

1. N 30° 42' 38" W 139.33 feet to a 1/2" iron rod found with a plastic cap stamped "Byrn Survey",
2. N 19° 44' 50" W 135.72 feet to a 1/2" iron rod found,
3. N 01° 12' 53" E 296.32 feet to a 60d nail found in the west face of a 24" cedar tree,
4. N 07° 12' 55" E 103.71 feet to a 1/2" iron rod found,
5. N 06° 48' 49" E 221.24 feet to a 1/2" iron rod found,
6. N 07° 32' 41" E 191.38 feet to a 1/2" iron rod found, and
7. N 02° 05' 43" W 166.42 feet to an iron rod with a plastic cap found for the southwest corner of that tract described as 40.58 acres in a deed from Roberta P. Crenshaw to The City of Dripping springs, dated June 26, 2003 and recorded in Volume 2282, Page 847 of the Hays County Official Public records;

THENCE leaving the UMARI Partners tract, with the south line of the City of Dripping Springs tract, N 87°58'22"E 660.44 feet to a 1/2" iron rod found for the southeast corner of the City of Dripping Springs tract;

THENCE with the east line of the City of Dripping Springs tract, N 02°05'53"E 2234.79 feet to a 1/2" iron rod found for a northeast corner of the City of Dripping Springs tract;

THENCE with a north line of the City of Dripping Springs tract, **S 87°45'15"W 680.45 feet** to an iron rod found with a plastic cap for an interior corner of the City of Dripping Springs tract;

THENCE with the east line of the City of Dripping Springs tract, **N 01°23'47"W 10.70 feet** to a calculated point in the common occupied north line of the Dickson Properties tract and the south line of that tract described as 18.57 acres in a deed from Samuel Monroe Langston et ux to Roberta Crenshaw, dated August 31, 1984 and recorded in Volume 469, Page 263 of the Hays County Deed Records;

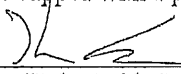
THENCE leaving the City of Dripping Springs tract, with the common occupied north line of the Dickson Properties tract and the south line of the Crenshaw tract, the following two courses:

1. **N 87°43'25" E 737.00 feet** to a calculated point, and
2. **N 88°42'58" E 1041.51 feet** to a calculated point in the south line of F.M. Highway No. 150;

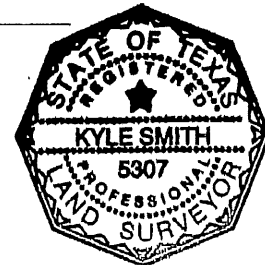
THENCE leaving the Crenshaw tract, with the common north line of the Dickson Properties tract and the south line of F.M. Highway No. 150, the following three courses:

1. With a left breaking curve having the following characteristics: Radius=994.93 feet, Central Angle=12°39'31", Arc Length=219.81 feet and a chord which bears **S 85°38'46"E 219.37 feet** to a concrete highway monument found;
2. **N 88°06'43" E 763.83 feet** to a concrete highway monument found, and
3. **N 88°34'31" E 516.01 feet** to the **PLACE OF BEGINNING**.

There are contained within these metes and bounds 202.38 acres, more or less, as prepared from public records and a survey made on the ground on June 11, 2020 by Byrn & Associates, Inc. of San Marcos, Texas. The Bearing Basis for this description was determined from GPS observations and refers to Grid North of the Texas State Plane Coordinate System, N.A.D. 83, South Central Zone. All ½" iron rods set are capped with a plastic cap stamped "Byrn Survey".



Kyle Smith, R.P.L.S. #5307



Client: Burns, Holton
Date: June 11, 2020
Survey: Jackson, Thomas R.
County: Hays
Job No: 26365-20-4
FND 202.38

**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Hays County, Texas.

20030036 DEED
07/22/2020 01:45:03 PM Total Fees: \$62.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas



**BILL OF SALE AND ASSIGNMENT OF
LIVING EQUIVALENT UNITS AND OTHER PROPERTY**

Date: July 22, 2020

Seller: RPC Investments, Ltd., a Texas limited partnership

Buyer: Cuncashca, LLC, a Texas limited liability company

Living Equivalent Units: Seller is the owner of 300 LUE's, which are reflected on the documents attached as Schedule 1, relating to some or all of the real property described in Schedule 2 attached hereto, such real property more commonly known as the Charro Ranch (hereinafter "LUE's").

Other Property: Seller is the owner of all cattle, livestock, cattleguards, farm and ranch equipment, trucks, automobiles and other similar personal property situated on or used in connection with the real property described in Schedule 2 attached hereto (collectively, the "Personalty").

Transferred/Assigned Property: For valuable consideration, the receipt and sufficiency of which is acknowledge by Seller and Buyer, Seller hereby SELLS, ASSIGNS, CONVEYS and TRANSFERS all of Seller's undivided right, title and interest in and to all LUE's and Personalty to Buyer.

SAID TRANSFER IS MADE WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES. BUYER AGREES THAT IT IS TAKING THE TRANSFERRED PROPERTY "AS IS" AND THAT THERE ARE NO REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES. BUYER HAS NOT RELIED ON ANY INFORMATION OTHER THAN BUYER'S INSPECTION.

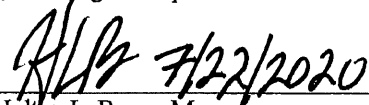
Buyer accepts the assignment of the LUE's and Personalty and agrees to fully perform the duties and obligations of Seller under any contracts affiliated with the transfer of the LUE's and/or Personalty.

Seller hereby acknowledges and agrees that this conveyance is being made as a convenience to the parties to that certain Termination Agreement dated effective as of January 1, 2020, by and among Seller, Buyer, Notloh, LLC, a Texas limited liability company, and Holton L. Burns (the "Termination Agreement"), and that such conveyance shall be deemed to constitute a distribution of undivided interests in and to the property described above to each of Buyer and Holton L. Burns in accordance with the terms of the Termination Agreement, followed by Holton L. Burns' contribution of his undivided interest in all such property to Buyer as a capital contribution thereto, such that Buyer shall own one hundred percent (100%) of all such property.

RPC INVESTMENTS, LTD., a Texas limited partnership

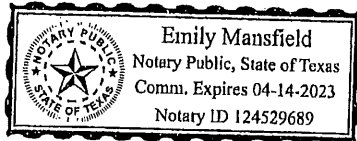
By: NOTLOH, LLC, a Texas limited liability company, its sole general partner

By:


Holton L. Burns, Manager

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on July 22, 2020, by Holton L. Burns, Manager of Notloh, LLC, a Texas limited liability company, the sole general partner of RPC Investments, Ltd., a Texas limited partnership, on behalf of said limited partnership.



Emily Mansfield
Notary Public, State of Texas

SCHEDULE 1

LUE's

[see attached 2 pages]

CITY OF DRIPPING SPRINGS

P.O. Box 384 511 Mercer Street Dripping Springs, Texas 78620 (512) 858-4725

WASTEWATER SERVICE RESERVATION REQUEST FORM

FP3-001
FM 150

Please return this form to the City as soon as possible, but no later than April 23, 2009.

Check this box if you do not want to participate:

☐ I DO NOT WANT TO connect to the City's sewer collection system. I have written my name and address, and signed below, because I do not wish to participate. I acknowledge that, by checking this box, and electing not to participate, I may not be able to connect to the system in the future.

Name:

Address:

(Print Full Name)

(Signature)

Phone:

Check this box if you do want to participate:

☒ I DO want to connect to the City's sewer collection system.

My voluntary payment of the Reservation Deposit is in accordance with the agreement between the property owner and the City concerning the timing and method of payment of the connection fees, as outlined in the notice above.

Name:

Address:

RPC INVESTMENTS
(Print Full Name)

(Signature)

4412 Spicewood Springs
Suite 300

Austin TX 78789

Phone: 512 454 4872

512 925 2051 cell

Email: LRHCharro550@aol.com

Turn page over and complete form

Check the appropriate boxes and sign below:

Service Address (if different from above):

see attached

Is the structure(s) to be served existing? ☐ Yes ☒ No

What is the current use of the property?

☐ Residential ☐ Commercial ☐ Governmental/Utility/Institutional ☒ Vacant

What is the size of the water meter?

What is the proposed use of the property once it is connected to the sewer system?

☐ Residential ☐ Commercial ☐ Governmental/Utility/Institutional ☒ Undetermined

How many LUEs are you requesting be reserved? 300

Total amount of Reservation Deposit (# LUEs multiplied by \$500): \$150,000

*****below to be completed by City Staff*****

Receipt of Reservation Request Form

Date Form Received:

of LUEs Requested:

Amount of Deposit Received: \$

FP3-001

Received By:
Authorized Representative of City of Dripping Springs

SCHEDULE 2

Real Property

TRACT 1: Being all of that certain tract or parcel of land containing 2.44 acres, more or less, situated in the Thomas R. Jackson Survey, Abstract No. 9 and the William Cockburn Survey, Abstract No. 97, Hays County, Texas, said tract being more particularly described by metes and bounds shown on Exhibit "A" attached hereto and made a part hereof.

TRACT 2: Being all of that certain tract or parcel of land containing 6.77 acres, more or less, situated in the Thomas R. Jackson Survey, Abstract No. 9, Hays County, Texas, said tract being more particularly described by metes and bounds shown on Exhibit "B" attached hereto and made a part hereof.

TRACT 3: Being all of that certain tract or parcel of land containing 15.65 acres, more or less, situated in the Thomas R. Jackson Survey, Abstract No. 9, Hays County, Texas, said tract being more particularly described by metes and bounds shown on Exhibit "C" attached hereto and made a part hereof.

TRACT 4: Being all of that certain tract or parcel of land containing 202.38 acres, more or less, situated in the Thomas R. Jackson Survey, Abstract No. 9, the Stiles J. Fowler Survey, Abstract 174 and the William Cockburn Survey, Abstract 97, Hays County, Texas, said tract being more particularly described by metes and bounds shown on Exhibit "D" attached hereto and made a part hereof.

Exhibit A

DESCRIPTION OF 2.44 ACRES, MORE OR LESS, OF LAND AREA, IN THE THOMAS R. JACKSON SURVEY, ABSTRACT NUMBER 9 AND THE WILLIAM COCKBURN SURVEY, ABSTRACT NUMBER 97, HAYS COUNTY, TEXAS, BEING ALL OF THAT TRACT DESCRIBED AS 2.44 ACRES IN A DEED FROM HOLTON L. BURNS TO RPC INVESTMENTS, DATED MARCH 6, 2003 AND RECORDED IN VOLUME 2173, PAGE 353 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod found in the west line of that tract described as 387.26 acres in a deed from Mark Eight Corp. to Dickson Properties, Inc., dated March 21, 1973 and recorded in Volume 257, Page 518 of the Hays County Deed Records, for the common northeast corner of the RPC 2.44 acres tract, the southeast corner of that tract described as 71.641 acres in a deed from Pamela M. Ryan to UMARI Partners, LP., dated October 10, 2014 and recorded in Volume 5062, Page 856 of the Hays County Official Public Records;

THENCE leaving the UMARI Partners tract and **PLACE OF BEGINNING** as shown on that plat numbered 26365-20-4-b, dated June 11, 2020 as prepared for Holton Burns by Byrn & Associates, Inc. of San Marcos, Texas, with the common east line of the RPC tract and the west line of the Dickson Properties tract, the following two courses:

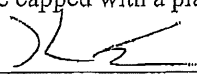
1. S 31° 21' 54" E 171.15 feet to a calculated point, and
2. S 31° 35' 41" E 176.15 feet to a calculated point in the north line of that tract described in a deed from Holton Latham Burns to CUNCASHCA, LLC, dated July 10, 2018 and recorded in Hays County Instrument Number 18024535 of the Hays County Official Public records, for the common southeast corner of the RPC 2.44 acre tract and an angle point in the south line of the Dickson Properties tract;

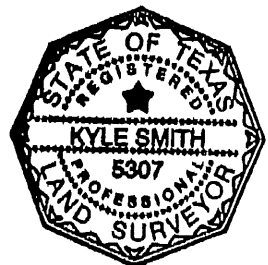
THENCE leaving the Dickson Properties tract, with the common north line of the CUNCASHCA tract and the south line of the RPC tract, the following five courses:

1. N 85° 14' 11" W 140.36 feet to a calculated point,
2. N 72° 15' 35" W 296.99 feet to a calculated point,
3. N 55° 06' 23" W 48.84 feet to a calculated point,
4. N 40° 07' 26" W 102.51 feet to a calculated point,
5. N 22° 55' 27" W 137.98 feet to a calculated point, from which a ½" iron rod found bears N 84°23'42"W 148.84 feet;

THENCE S 84° 23' 42" E 403.16 feet to the **PLACE OF BEGINNING**.

There are contained within these metes and bounds 2.44 acres, more or less, as prepared from public records and a survey made on the ground on June 11, 2020 by Byrn & Associates, Inc. of San Marcos, Texas. The Bearing Basis for this description was determined from GPS observations and refers to Grid North of the Texas State Plane Coordinate System, N.A.D. 83, South Central Zone. All ½" iron rods set are capped with a plastic cap stamped "Byrn Survey".


 Kyle Smith, R.P.L.S. #5307



Client: Burns, Holton
 Date: June 11, 2020
 Survey: Jackson, Thomas R.
 County: Hays
 Job No: 26365-20-4
 FND 2.44

Exhibit B

DESCRIPTION OF 6.77 ACRES, MORE OR LESS, OF LAND AREA, IN THE THOMAS R. JACKSON SURVEY, ABSTRACT NUMBER 9, HAYS COUNTY, TEXAS, BEING ALL OF THAT TRACT DESCRIBED AS 7 ACRES IN A DEED FROM LUCY REED HIBBERD TO RPC INVESTMENTS, DATED SEPTEMBER 4, 2007 AND RECORDED IN VOLUME 3298, PAGE 356 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found in the west line of that tract described as 150.00 acres in a deed from Stewardship Interests, LLC to ALFREDALBERT, LLC, dated July 13, 2012 and recorded in Volume 4534, Page 362 of the Hays County Official Public records, for the northeast corner of the RPC 7 acre tract;

THENCE leaving the **PLACE OF BEGINNING** as shown on that plat numbered 26365-20-4-c, dated June 11, 2020 as prepared for Holton Burns by Byrn & Associates, Inc. of San Marcos, Texas, with the common west line of the ALFREDALBERT 150.00 acre tract and the east line of the RPC 7 acre tract, **S 27° 27' 48" W 1068.65 feet** to a calculated point in the north line of that tract described as 347.65 acres in a deed from Historic Gibson LLC to ALFREDALBERT, LLC, dated May 14, 2008 and recorded in Volume 3391, Page 158 of the Hays County Official Public records, for the common southwest corner of the ALFREDALBERT 150.00 acre tract and the south corner of the RPC 7 acre tract, and being in the approximate centerline of Onion Creek;

THENCE leaving the ALFREDALBERT 150.00 acre tract, with the common north line of the ALFREDALBERT 347.65 acre tract and the west line of the RPC 7 acre tract, and being in the approximate centerline of Onion Creek, the following two courses:

1. **N 17° 45' 36" W 354.40 feet** to a calculated point, and
2. **N 19° 00' 36" W 352.75 feet** to a calculated point;

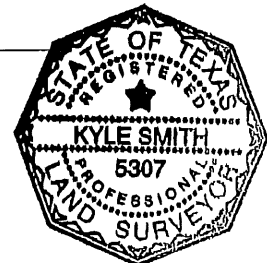
THENCE with the common west line of the RPC 7 acre tract and the north line of the ALFREDALBERT 347.65 acre tract and its extension, **N 43° 45' 51" W 50.98 feet** to a calculated point for the west corner of the RPC 7 acre tract, pass at 41.13 feet the common northwest corner of the ALFREDALBERT 347.65 acre tract and the northeast corner of that tract described as 64.57 acres in a deed from CUNCASHCA LLC to Reed C. Burns, dated December 20, 2019 and recorded in Hays County Instrument Number 20000380 of the Hays County Official Public records;

THENCE leaving the Burns tract, with the north line of the RPC 7 acre tract, the following two courses:

1. **N 57° 35' 33" E 71.66 feet** to a 1/2" iron rod found with a plastic cap stamped "Byrn Survey" and
2. **N 73° 41' 53" E 719.54 feet** to the **PLACE OF BEGINNING**.

There are contained within these metes and bounds 6.77 acres, more or less, as prepared from public records and a survey made on the ground on June 11, 2020 by Byrn & Associates, Inc. of San Marcos, Texas. The Bearing Basis for this description was determined from GPS observations and refers to Grid North of the Texas State Plane Coordinate System, N.A.D. 83, South Central Zone. All 1/2" iron rods set are capped with a plastic cap stamped "Byrn Survey".

Kyle Smith, R.P.L.S. #5307



Client: Burns, Holton
Date: June 11, 2020
Survey: Jackson, Thomas R.
County: Hays
Job No: 26365-20-4
FND 6.77

Exhibit C

DESCRIPTION OF 15.65 ACRES, MORE OR LESS, OF LAND AREA, IN THE THOMAS R. JACKSON SURVEY, ABSTRACT NUMBER 9, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 18.57 ACRES IN A DEED FROM SAMUEL MONROE LANGSTON ET UX TO ROBERTA CRENSHAW, DATED AUGUST 31, 1984 AND RECORDED IN VOLUME 469, PAGE 263 OF THE HAYS COUNTY REAL PROPERTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with a plastic cap found in the common southwest line of F.M. Highway Number 150 and the northeast line of the Crenshaw tract, for the northeast corner of that tract described as 40.58 acres in a deed from Robert P. Crenshaw to The City of Dripping Springs, dated June 26, 2003 and recorded in Volume 2282, Page 847 of the Hays County Official Public records;

THENCE leaving the City of Dripping Springs tract and **PLACE OF BEGINNING** as shown on that plat numbered 26365-20-4-c, dated June 11, 2020 as prepared for Holton Burns by Byrn & Associates, Inc. of San Marcos, Texas, with the common southwest line of F.M. Highway No. 150 and the northeast line of the Crenshaw tract, the following four courses:

1. S 61° 48' 37" E 984.80 feet to a concrete highway monument found,
2. With a left breaking curve having the following characteristics: Radius = 2904.79 feet, Central Angle = 9°06'10", Arc Length = 461.50 feet and a chord which bears S 66° 23' 37" E 461.01 feet to a concrete highway monument found,
3. S 70° 56' 56" E 391.46 feet to a concrete highway monument found, and
4. With a left breaking curve having the following characteristics: Radius = 994.93 feet, Central Angle = 8°14'52", Arc Length = 143.22 feet and a chord which bears S 75° 11' 35" E 143.10 feet to a calculated point in the north line of that tract described as 387.26 acres in a deed from Mark Eight Corp. to Dickson Properties, Inc., dated March 21, 1973 and recorded in Volume 257, Page 518 of the Hays County Deed Records, for the east corner of the Crenshaw tract;

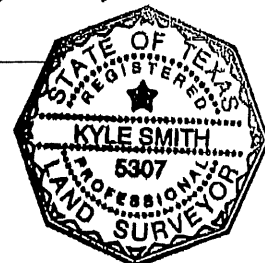
THENCE leaving F.M. Highway No. 150 with the common occupied south line of the Crenshaw tract and the north line of the Dickson Properties tract, the following two courses;

1. S 88° 42' 58" W 1041.51 feet to a calculated point, and
2. S 87° 43' 25" W 737.00 feet to a calculated point in the east line of the City of Dripping Springs tract, from which an iron rod found with a plastic cap for an interior corner in the east line of the City of Dripping Springs tract bears S 01°23'47"E 10.70 feet;

THENCE crossing the Crenshaw tract, N 01° 23' 47" W 867.04 feet to the **PLACE OF BEGINNING**.

There are contained within these metes and bounds 15.65 acres, more or less, as prepared from public records and a survey made on the ground on June 11, 2020 by Byrn & Associates, Inc. of San Marcos, Texas. The Bearing Basis for this description was determined from GPS observations and refers to Grid North of the Texas State Plane Coordinate System, N.A.D. 83, South Central Zone. All ½" iron rods set are capped with a plastic cap stamped "Byrn Survey".

Kyle Smith, R.P.L.S. #5307



Client: Burns, Holton
Date: June 11, 2020
Survey: Jackson, Thomas R.
County: Hays
Job No: 26365-20-4
END 15.65

Exhibit D

DESCRIPTION OF 202.38 ACRES, MORE OR LESS, OF LAND AREA, IN THE THOMAS R. JACKSON SURVEY, ABSTRACT NUMBER 9, THE STILES J. FOWLER SURVEY, A-174 AND THE WILLIAM COCKBURN SURVEY, A-97, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 387.26 ACRES IN A DEED FROM MARK EIGHT CORP. TO DICKSON PROPERTIES, INC., DATED MARCH 21, 1973 AND RECORDED IN VOLUME 257, PAGE 518 OF THE HAYS COUNTY DEED RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with a plastic cap stamped "Byrn Survey" found in the common south line of F.M. Highway Number 150 and the north line of the Dickson Properties tract, for the northwest corner of that tract described as 18.01 acres in a deed from Reed C. Burns to CUNCASHCA, LLC, dated December 23, 2019 and recorded in Hays County Instrument Number 20000362 of the Hays County Official Public Records;

THENCE leaving F.M. Highway No. 150 and **PLACE OF BEGINNING** as shown on that plat numbered 26365-20-4-c, dated June 11, 2020 as prepared for Holton Burns by Byrn & Associates, Inc. of San Marcos, Texas, with the west line of the CUNCASHCA 18.01 acre tract, the following six courses:

1. S 04° 34' 43" E 459.87 feet to an iron rod found with a plastic cap stamped "Byrn Survey",
2. S 28° 05' 12" W 875.02 feet to an iron rod found with a plastic cap stamped "Byrn Survey",
3. S 54° 41' 27" W 721.69 feet to a 1/2" iron rod found,
4. S 27° 27' 44" W 133.45 feet to an iron rod found with a plastic cap stamped "Byrn Survey",
5. S 22° 32' 28" W 251.19 feet to an iron rod found with a plastic cap stamped "Byrn Survey", and
6. S 10° 08' 14" W 292.14 feet to an iron rod found with a plastic cap stamped "Byrn Survey" for the common southwest corner of the CUNCASHCA 18.01 acre tract and the northwest corner of that tract described as 150.00 acres in a deed from Stewardship Interests, LLC, to ALFREDALBERT, LLC, dated July 13, 2012 and recorded in Volume 4534, Page 362 of the Hays County Official Public Records;

THENCE leaving the CUNCASHCA 18.01 acre tract, with the west line of the ALFREDALBERT 150.00 acre tract, the following two courses;

1. S 11° 49' 53" E 819.42 feet to an iron rod found with a plastic cap stamped "Byrn Survey", and
2. S 06° 44' 52" W 1098.27 feet to a 1/2" iron rod found for the northeast corner of that tract described as 7 acres in a deed from Lucy Reed Hibberd et al to RPC Investments, dated September 4, 2007 and recorded in Volume 3298, Page 356 of the Hays County Official Public records;

THENCE leaving the ALFREDALBERT tract, with the north line of the RPC 7 acre tract, the following two courses:

1. S 73° 41' 53" W 719.54 feet to an iron rod found with a plastic cap stamped "Byrn Survey", and
2. S 57° 35' 33" W 71.66 feet to a calculated point in the northeast line of that tract described as 64.57 acres in a deed from CUNCASHCA LLC, to Reed C. Burns, dated December 20, 2019 and recorded in Hays County Instrument Number 20000380 of the Hays County Official Public records, and being in the approximate center of Onion Creek;

THENCE leaving the RPC 7 acre tract, with the approximate centerline of Onion Creek, the northeast line of the Burns 64.57 acre tract and the north line of that tract described in a deed from Holton Latham Burns to CUNCASHCA, LLC,

dated July 10, 2018 and recorded in Hays County Instrument Number 18024535 of the Hays County Official Public records, the following seven courses:

1. N 43° 45' 51" W 212.02 feet to a calculated point,
2. N 27° 18' 53" W 131.29 feet to a calculated point,
3. N 31° 56' 38" W 301.01 feet to a calculated point,
4. N 44° 53' 38" W 179.26 feet to a calculated point,
5. S 81° 23' 01" W 362.24 feet to a calculated point,
6. S 85° 50' 22" W 277.22 feet to a calculated point,
7. N 85° 14' 11" W 90.93 feet to a calculated point for the southeast corner of that tract described as 2.44 acres in a deed from Holton L. Burns to RPC Investments, LTD., dated March 6, 2003 and recorded in Volume 2173, Page 353 of the Hays County Official Public Records;

THENCE leaving the CUNCASHCA tract, with the east line of the RPC 2.44 acre tract, the following two courses:

1. N 31° 35' 41" W 176.15 feet to a calculated point, and
2. N 31° 21' 54" W 171.15 feet to a 1/2" iron rod found for the common northeast corner of the RPC 2.44 acre tract and the southeast corner of that tract described as 71.641 acres in a deed from Pamela M. Ryan to UMARI Partners, L.P., dated October 10, 2014 and recorded in Volume 5062, Page 856 of the Hays County Official Public Records;

THENCE leaving the RPC 2.44 acre tract, with the common east line of the UMARI Partners tract and the west line of the Dickson properties tract, being generally with fence, the following seven courses:

1. N 30° 42' 38" W 139.33 feet to a 1/2" iron rod found with a plastic cap stamped "Byrn Survey",
2. N 19° 44' 50" W 135.72 feet to a 1/2" iron rod found,
3. N 01° 12' 53" E 296.32 feet to a 60d nail found in the west face of a 24" cedar tree,
4. N 07° 12' 55" E 103.71 feet to a 1/2" iron rod found,
5. N 06° 48' 49" E 221.24 feet to a 1/2" iron rod found,
6. N 07° 32' 41" E 191.38 feet to a 1/2" iron rod found, and
7. N 02° 05' 43" W 166.42 feet to an iron rod with a plastic cap found for the southwest corner of that tract described as 40.58 acres in a deed from Roberta P. Crenshaw to The City of Dripping springs, dated June 26, 2003 and recorded in Volume 2282, Page 847 of the Hays County Official Public records;

THENCE leaving the UMARI Partners tract, with the south line of the City of Dripping Springs tract, N 87°58'22"E 660.44 feet to a 1/2" iron rod found for the southeast corner of the City of Dripping Springs tract;

THENCE with the east line of the City of Dripping Springs tract, N 02°05'53"E 2234.79 feet to a 1/2" iron rod found for a northeast corner of the City of Dripping Springs tract;

THENCE with a north line of the City of Dripping Springs tract, S 87°45'15"W 680.45 feet to an iron rod found with a plastic cap for an interior corner of the City of Dripping Springs tract;

THENCE with the east line of the City of Dripping Springs tract, N 01°23'47"W 10.70 feet to a calculated point in the common occupied north line of the Dickson Properties tract and the south line of that tract described as 18.57 acres in a deed from Samuel Monroe Langston et ux to Roberta Crenshaw, dated August 31, 1984 and recorded in Volume 469, Page 263 of the Hays County Deed Records;

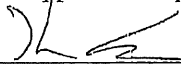
THENCE leaving the City of Dripping Springs tract, with the common occupied north line of the Dickson Properties tract and the south line of the Crenshaw tract, the following two courses:

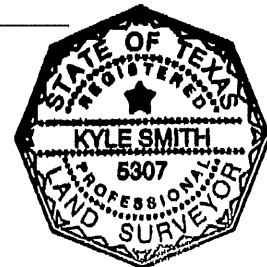
1. N 87°43'25" E 737.00 feet to a calculated point, and
2. N 88°42'58" E 1041.51 feet to a calculated point in the south line of F.M. Highway No. 150;

THENCE leaving the Crenshaw tract, with the common north line of the Dickson Properties tract and the south line of F.M. Highway No. 150, the following three courses:

1. With a left breaking curve having the following characteristics: Radius=994.93 feet, Central Angle=12°39'31", Arc Length=219.81 feet and a chord which bears S 85°38'46"E 219.37 feet to a concrete highway monument found;
2. N 88°06'43" E 763.83 feet to a concrete highway monument found, and
3. N 88°34'31" E 516.01 feet to the **PLACE OF BEGINNING**.

There are contained within these metes and bounds 202.38 acres, more or less, as prepared from public records and a survey made on the ground on June 11, 2020 by Byrn & Associates, Inc. of San Marcos, Texas. The Bearing Basis for this description was determined from GPS observations and refers to Grid North of the Texas State Plane Coordinate System, N.A.D. 83, South Central Zone. All ½" iron rods set are capped with a plastic cap stamped "Byrn Survey".


 Kyle Smith, R.P.L.S. #5307



Client: Burns, Holton
 Date: June 11, 2020
 Survey: Jackson, Thomas R.
 County: Hays
 Job No: 26365-20-4
 FND 202.38

BILL OF SALE & ASSIGNMENT OF LIVING UNIT EQUIVALENTS

Effective Date: July 22, 2020

Seller: Holton Burns

Buyers: Cuncashca, LLC

Living Equivalent Units:

Seller is the owner of 25 Living Unit Equivalents (the "LUE's") pursuant to that certain Bill of Sale & Assignment of Living Equivalent Units from the Estate of Lucy Reed Hibberd, dated December 23, 2019, a true and correct copy of which is attached hereto as Exhibit A, such assignment more particularly describing the LUE's.

Seller is also the owner of 40 LUE's pursuant to that certain Wastewater Service Reservation Request submitted to the City of Dripping Springs, a true and correct copy of which is attached hereto as Exhibit B.

Transferred/Assigned Property:

For valuable consideration, the receipt and sufficiency of which is acknowledge by Seller and Buyer, Seller hereby sells and assigns all of Seller's undivided right, title and interest in and to all LUE's described above.

SAID TRANSFER IS MADE WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES. BUYER AGREES THAT IT IS TAKING THE TRANSFERRED PROPERTY "AS IS" AND THAT THERE ARE NO REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES. BUYER HAS NOT RELIED ON ANY INFORMATION OTHER THAN BUYER'S INSPECTION.

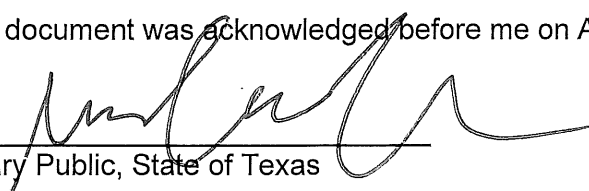
Buyer accepts the assignment of the LUE's and agrees to fully perform the duties and obligations of Holton Burns under any contracts affiliated with the transfer of the LUE's.



Holton Burns

State of Texas
County of Travis

This document was acknowledged before me on August 20, 2020, by Holton Burns.



Notary Public, State of Texas

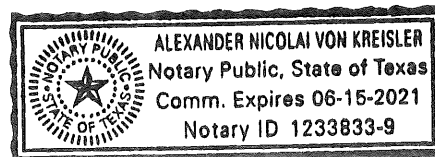


EXHIBIT A

(see attached)

BILL OF SALE & ASSIGNMENT OF LIVING EQUIVALENT UNITS

Date: December 23, 2019

Seller: Estate of Lucy Reed Hibberd

Buyers: Reed Burns & Holton Burns

Living Equivalent Units:

Seller is believed to be the owner of 110 LUE's, which are reflected on the documents attached as Exhibit "1", relating to the real property more commonly known as the Charro Ranch (hereinafter "LUE's").

Transferred/Assigned Property:

For valuable consideration, the receipt and sufficiency of which is acknowledge by the Seller and Buyers, Seller hereby sells and assigns all of Seller's undivided right, title and interest, if any, in and to all LUE's, as follows:

85 Reed Burns
25 Holton Burns

SAID TRANSFER IS MADE WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES. BUYERS AGREE THAT THEY ARE TAKING THE TRANSFERRED PROPERTY "AS IS" AND THAT THERE ARE NO REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES. BUYER HAS NOT RELIED ON ANY INFORMATION OTHER THAN BUYER'S INSPECTION.

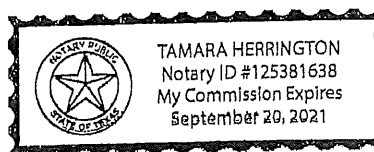
Buyers accept the assignment of the LUE's and agrees to fully perform the duties and obligations of Lucy Reed Hibberd under any contracts affiliated with the transfer of the LUE's.

Nancy Phelan
Nancy Phelan, Independent Executrix of the
Estate of Lucy Reed Hibberd

State of Texas
County of Travis

This document was acknowledged before me on December 23, 2019 by Nancy Phelan Independent Executrix of the Estate of Lucy Reed Hibberd.

[Signature]
Notary Public, State of Texas
My Commission Expires:



CITY OF DRIPPING SPRINGS

P.O. Box 384 511 Mercer Street Dripping Springs, Texas 78620 (512) 858-4725

WASTEWATER SERVICE RESERVATION REQUEST FORM

FP3-001
FM 150

Please return this form to the City as soon as possible, but no later than April 23, 2009.

Check this box if you do not want to participate:

☐ I DO NOT WANT TO connect to the City's sewer collection system. I have written my name and address, and signed below, because I do not wish to participate. I acknowledge that, by checking this box, and electing not to participate, I may not be able to connect to the system in the future.

Name:

Address:

(Print Full Name)

(Signature)

Phone:

Check this box if you do want to participate:

☒ I DO want to connect to the City's sewer collection system.

My voluntary payment of the Reservation Deposit is in accordance with the agreement between the property owner and the City concerning the timing and method of payment of the connection fees, as outlined in the notice above.

Name:

Address:

LUCY R. HIBBERD
(Print Full Name)

327 SOUTH 7TH

ASPEN CO

81611

(Signature)

Phone: 970-920-1338

512-925-2051 cell

Email: LRHcharro550@aol.com

Turn page over and complete form

EXHIBIT

1

Check the appropriate boxes and sign below:

Service Address (if different from above):

see attached

Is the structure(s) to be served existing? ☐ Yes ☒ No

What is the current use of the property?

☐ Residential ☐ Commercial ☐ Governmental/Utility/Institutional ☒ Vacant

What is the size of the water meter?

What is the proposed use of the property once it is connected to the sewer system?

☐ Residential ☐ Commercial ☐ Governmental/Utility/Institutional ☒ Undetermined

How many LUEs are you requesting be reserved? 50

Total amount of Reservation Deposit (# LUEs multiplied by \$500): \$25000

*****below to be completed by City Staff*****

Receipt of Reservation Request Form

Date Form Received:

of LUEs Requested:

Amount of Deposit Received: \$

FP3-001

Received By:
Authorized Representative of City of Dripping Springs

CITY OF DRIPPING SPRINGS

P.O. Box 384 511 Mercer Street Dripping Springs, Texas 78620 (512) 858-4725

WASTEWATER SERVICE RESERVATION REQUEST FORM

FP3-001
FM 150

Please return this form to the City as soon as possible, but no later than April 23, 2009.

Check this box if you do not want to participate:

☐ I DO NOT WANT TO connect to the City's sewer collection system. I have written my name and address, and signed below, because I do not wish to participate. I acknowledge that, by checking this box, and electing not to participate, I may not be able to connect to the system in the future.

Name:

Address:

(Print Full Name)

(Signature)

Phone:

Check this box if you do want to participate:

☒ I DO want to connect to the City's sewer collection system.

My voluntary payment of the Reservation Deposit is in accordance with the agreement between the property owner and the City concerning the timing and method of payment of the connection fees, as outlined in the notice above.

Name:

Address:

LUCY R. HIBBERD
(Print Full Name)

327 South TL

Aspen CO 81611

Lucy R. Hibberd
(Signature)

Phone: 970-920-1338

Email: LRHcharro550@aol.com

512-925-2051

Turn page over and complete form

Check the appropriate boxes and sign below:

Service Address (if different from above):

see attached

Is the structure(s) to be served existing? ☐ Yes ☒ No

What is the current use of the property?

☐ Residential ☐ Commercial ☐ Governmental/Utility/Institutional ☒ Vacant

What is the size of the water meter?

What is the proposed use of the property once it is connected to the sewer system?

☐ Residential ☐ Commercial ☐ Governmental/Utility/Institutional ☒ Undetermined

How many LUEs are you requesting be reserved? 30

Total amount of Reservation Deposit (# LUEs multiplied by \$500): \$15000

*****below to be completed by City Staff*****

Receipt of Reservation Request Form

Date Form Received: # of LUEs Requested:

Amount of Deposit Received: \$ FP3-001

Received By:
Authorized Representative of City of Dripping Springs

CITY OF DRIPPING SPRINGS

P.O. Box 384 511 Mercer Street Dripping Springs, Texas 78620 (512) 858-4725

WASTEWATER SERVICE RESERVATION REQUEST FORM

FP3-002
FM 150 (northside)

Please return this form to the City as soon as possible, but no later than April 23, 2009.

Check this box if you do not want to participate:

☐ **I DO NOT WANT TO** connect to the City's sewer collection system. I have written my name and address, and signed below, because I do not wish to participate. I acknowledge that, by checking this box, and electing not to participate, I may not be able to connect to the system in the future.

Name:

Address:

(Print Full Name)

(Signature)

Phone:

Check this box if you do want to participate:

☒ **I DO** want to connect to the City's sewer collection system.

My voluntary payment of the Reservation Deposit is in accordance with the agreement between the property owner and the City concerning the timing and method of payment of the connection fees, as outlined in the notice above.

Name:

Address:

LUCY R. HIBBERD
(Print Full Name)

327 SOUTH 7TH
ASPEN CO 81611

(Signature)

Phone: 970-920-1338Email: L.R.HIBBERD550@aol.com512-925-2051 cell

Turn page over and complete form

Check the appropriate boxes and sign below:

Service Address (if different from above):

see attached

Is the structure(s) to be served existing? ☐ Yes ☒ No

What is the current use of the property?

☐ Residential ☐ Commercial ☐ Governmental/Utility/Institutional ☒ Vacant

What is the size of the water meter?

What is the proposed use of the property once it is connected to the sewer system?

☐ Residential ☐ Commercial ☐ Governmental/Utility/Institutional ☒ Undetermined

How many LUEs are you requesting be reserved? 30

Total amount of Reservation Deposit (# LUEs multiplied by \$500): \$ 15000

*****below to be completed by City Staff*****

Receipt of Reservation Request Form

Date Form Received: # of LUEs Requested:

Amount of Deposit Received: \$ FP3-002

Received By:
Authorized Representative of City of Dripping Springs

EXHIBIT B

(see attached)

CITY OF DRIPPING SPRINGS

P.O. Box 384 511 Mercer Street Dripping Springs, Texas 78620 (512) 858-4725

WASTEWATER SERVICE RESERVATION REQUEST FORMFP3-002
FM 150 (northside)

Please return this form to the City as soon as possible, but no later than April 23, 2009.

Check this box if you do not want to participate:

☐ **I DO NOT WANT TO** connect to the City's sewer collection system. I have written my name and address, and signed below, because I do not wish to participate. I acknowledge that, by checking this box, and electing not to participate, I may not be able to connect to the system in the future.

Name:

Address:

(Print Full Name)_____
(Signature)

Phone: _____

Check this box if you do want to participate:

☒ **I DO** want to connect to the City's sewer collection system.

My voluntary payment of the Reservation Deposit is in accordance with the agreement between the property owner and the City concerning the timing and method of payment of the connection fees, as outlined in the notice above.

Name:

Address:

H.L. BURNS
(Print Full Name)


(Signature)

BOX 5885 AUSTIN, TX,
78763

Phone:

512-454-4872Email: BURNS_HL@YAHOO.COM*Turn page over and complete form*

Check the appropriate boxes and sign below:

Service Address (if different from above):

Is the structure(s) to be served existing? ☐ Yes ☒ No

What is the current use of the property?

☐ Residential ☐ Commercial ☐ Governmental/Utility/Institutional ☒ Vacant

What is the size of the water meter? _____

What is the proposed use of the property once it is connected to the sewer system?

☒ Residential ☐ Commercial ☐ Governmental/Utility/Institutional ☐ Undetermined

How many LUEs are you requesting be reserved? 50 → 40 \$ 20,000

Total amount of Reservation Deposit (# LUEs multiplied by \$500): 25,000

*****below to be completed by City Staff*****

Receipt of Reservation Request Form

Date Form Received: _____

of LUEs Requested: _____

Amount of Deposit Received: \$ _____

FP3-002

Received By: _____
Authorized Representative of City of Dripping Springs

Special Warranty Deed

NOTICE OF CONFIDENTIALITY RIGHTS

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: December 23, 2019

Grantor: Reed C. Burns

Grantor's Mailing Address: 3716 Mercedith St Austin, TX 78703

Grantee: Cuncashca, LLC, a Texas limited liability company

Grantee's Mailing Address: 2604 Hillview Rd Austin, TX 78703

Consideration: Cash and other good and valuable consideration.

Property (including any improvements):

All of Grantor's undivided interest in 18.01 acres, more or less, of land area in the Thomas R. Jackson Survey, A-9, Hays County, Texas, being a portion of that tract described as 30 acres in a deed from Compass Bank, Successor Trustee, to Lucy Reed Hibbert et al dated August 2, 2007 and recorded in Volume 3241, Page 686 of the Hays County Official Public Records and being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all pertinent purposes.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants,

conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters arising from and existing by reason of any water, utility, road, or improvement districts which affect the Property; standby fees, taxes, and assessments by any taxing authority for the current year, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee also assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the 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 way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by or through Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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



Reed C. Burns

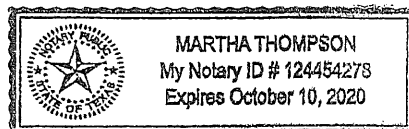
State of Texas

County of Travis

This document was acknowledged before me on December 23, 2019 by Reed C. Burns.



Notary Public, State of Texas



NOTICE: This instrument was prepared by Hancock McGill & Bleau, LLP using information provided by third parties. We have not investigated or verified information provided to us and do not warrant the validity of the information or quality of title to the real estate described above. **We do not represent the parties named in this instrument. The parties should seek independent legal counsel for advice concerning the effect and consequences of this instrument.**

AFTER RECORDING RETURN TO:

Holton Burns
2604 Hillview Rd
Austin, TX 78703

Exhibit "A"

DESCRIPTION OF 18.01 ACRES, MORE OR LESS, OF LAND AREA IN THE THOMAS R. JACKSON SURVEY, A-9, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 30 ACRES IN A DEED FROM COMPASS BANK, SUCCESSOR TRUSTEE, TO LUCY REED HIBBERD ET AL DATED AUGUST 2, 2007, AND RECORDED IN VOLUME 3241, PAGE 686 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod set with a plastic cap stamped "Byrn Survey" in the south line of F.M. Highway No. 150 for the northwest corner of the Hibberd 30 acre tract and this description and northeast corner of the remaining portion of that tract described as 387.26 acres in a deed from Mark Eight Corp. to Dickson Properties, Inc. dated March 21, 1973 and recorded in Volume 257, Page 518 of the Hays County Deed Records, from which a TXDOT concrete monument found bears S 88° 35' 05" W 516.03 feet;

THENCE leaving the remaining portion of the Dickson Properties 387.26 acre tract and the PLACE OF BEGINNING as shown on that plat numbered 26365-19-4-b dated October 24, 2019 as prepared for Holton Burns by Byrn & Associates, Inc. of San Marcos, Texas, with the common north line of the Hibberd 30 acre tract and south line of F.M. Highway No. 150, the following two courses:

1. N 88° 35' 05" E 365.12 feet to a TXDOT concrete monument found for an angle point and,
2. S 47° 32' 03" E 224.50 feet to a 1/2" iron rod set for the northeast corner of this description;

THENCE leaving F.M. Highway No. 150 and crossing the Hibberd 30 acre tract, the following four courses:

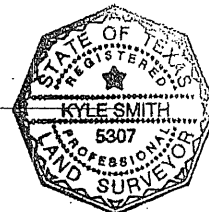
1. S 52° 57' 11" W 610.77 feet to a 1/2" iron rod set for an angle point,
2. S 28° 06' 18" W 271.93 feet to a 1/2" iron rod set for an angle point,
3. S 21° 20' 30" W 696.42 feet to a 1/2" iron rod set for an angle point, and
4. S 01° 18' 42" E 763.86 feet to a 1/2" iron rod set in the north line of that tract described as 150.00 acres in a deed from Stewardship Interests, LLC. to Alfredalbert, LLC, dated July 13, 2012 and recorded in Volume 4534, Page 362 of the Hays County Official Public Records for the southeast corner of this description, from which a 1/2" iron rod found for the southeast corner of the Hibberd 30 acre tract and northeast corner of the Alfredalbert 150.00 acre tract bears N 81° 48' 30" E 306.56 feet;

THENCE with the common south line of the Hibberd 30 acre tract and north line of the Alfredalbert 150.00 acre tract S 81° 48' 30" W 861.26 feet to a 1/2" iron rod found with a plastic cap stamped "Byrn Survey" in the east line of the previously mentioned remaining portion of the Dickson 387.26 acre tract for the southwest corner of the Hibberd 30 acre tract and this description and northwest corner of the Alfredalbert 150.00 acre tract;

THENCE leaving the Alfredalbert 150.00 acre tract with the common west line of the Hibberd 30 acre tract and east line of the remaining portion of the Dickson Properties 387.26 acre tract, the following six courses:

1. N 10° 08' 22" E 292.17 feet to a 1/2" iron rod found with a plastic cap stamped "Byrn Survey" for an angle point,
2. N 22° 32' 12" E 251.19 feet to a 1/2" iron rod found with a plastic cap stamped "Byrn Survey" for an angle point,
3. N 27° 29' 04" E 133.39 feet to a 1/2" iron rod found with a plastic cap stamped "Byrn Survey" for an angle point,
4. N 54° 41' 02" E 721.67 feet to a 1/2" iron rod found with a plastic cap stamped "Byrn Survey" for an angle point,
5. N 28° 05' 22" E 875.05 feet to a 1/2" iron rod found with a plastic cap stamped "Byrn Survey" for an angle point, and
6. N 04° 34' 56" W 459.79 feet to the **PLACE OF BEGINNING**. There are contained within these metes and bounds 18.01 acres, more or less, of land area as prepared from public records and a survey made on the ground on August 27, 2019 by Byrn & Associates, Inc. of San Marcos, Texas. All 1/2" iron rods set are capped with a plastic cap stamped "Byrn Survey". The Bearing Basis for this description was determined from GPS observations and refers to Grid North of the Texas State Plane Coordinate System, NAD 83, South Central Zone.


Kyle Smith, R.P.L.S. #5307



Client: Burns, H.
Date: October 24, 2019
Survey: Jackson, T. A-9
County: Hays
Job No: 26365-19-4
FND 18.01

**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Hays County, Texas.

20000362 DEED
01/03/2020 02:20:01 PM Total Fees: \$42.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas



**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 NUMBER OR YOUR DRIVER'S LICENSE
NUMBER.**

GENERAL WARRANTY DEED

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

HOLTON LATHAM BURNS (also known as Holton L. Burns), an individual residing in Travis County, Texas ("Grantor"), for Ten Dollars (\$10.00) and other good and valuable consideration paid to Grantor by CUNCASHCA, LLC, a Texas limited liability company ("Grantee"), the receipt and sufficiency of which is acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY, unto Grantee all of the following described property located in Hays County, Texas:

The land (the "Land"), together with all the improvements and fixtures located thereon, described in Exhibit A which is attached to this deed and is incorporated herein by reference (collectively, the "Property").

TO HAVE AND TO HOLD the Property and premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, and Grantee's heirs, successors and assigns forever, and Grantor does hereby bind Grantor and Grantor's heirs, successors, and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Property and premises unto Grantee, and Grantee's heirs, successors, and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

This conveyance is made and accepted subject to any and all valid and subsisting restrictions, easements, rights-of-way, reservations, conditions and covenants, maintenance charges (and any lien securing said maintenance charges), if any, applicable to and enforceable against the Property as shown by the Official Public Records of Hays County, Texas, and to any applicable

zoning laws or ordinances of any municipal and/or other governmental authorities having jurisdiction over the Property.

Taxes on the Property for the year 2018 have been prorated between Grantor and Grantee as of the date of the delivery of this deed, and taxes for 2018 and subsequent years and subsequent assessments (after the date hereof) for prior years due to change in land usage or ownership are assumed by Grantee.

Dated: July 10, 2018.

GRANTOR:



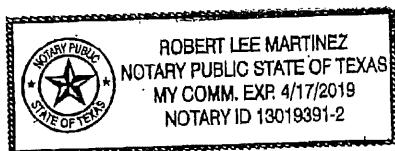
HOLTON LATHAM BURNS

GRANTEE'S ADDRESS:

2604 Hillview Road
Austin, Texas 78703

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on July 10, 2018, by Holton Latham Burns.



Robert L. Martinez
Notary Public, State of Texas
Notary ID No.: 13019391-2

AFTER RECORDING, RETURN TO:

Nick von Kreisler
Kuperman, Orr & Albers, P.C.
2500 Bee Cave Road
Building Two, Suite 150
Austin, Texas 78746

EXHIBIT A

Legal Description of the Land

Tract A

An approximately 134.93 acre tract of land in the Thomas R. Jackson Survey No. 25, Abstract No. 9, and the William Cockburn Survey No. 32, Abstract No. 97, Hays County, Texas, being a portion of that tract described as a 166.938 acre tract (Tract 1) and a portion of that tract described as a 99.74 acre tract (Tract 2) in a deed from RPC Investments, Inc. to Charro 550, Ltd., dated November 30, 2000, recorded in Volume 1761, Page 174 of the Official Public Records of Hays County, Texas, such 134.93 acre tract being the same property described as "Tract 3" in that certain Special Warranty Deed with Vendor's Lien dated December 18, 2002, executed by Charro 550 Limited Partnership and recorded in Volume 2155, Page 193 of the Official Public Records of Hays County, Texas; **SAVE AND EXCEPT**

An approximately 2.44 acre tract of land in the Thomas R. Jackson Survey No. 25, Abstract No. 9, and the William Cockburn Survey No. 32, Abstract No. 97, Hays County, Texas, being a portion of that tract described as a 134.93 acre tract in a deed from Charro 550 Limited Partnership, recorded in Volume 2155, Page 193 of the Official Public Records of Hays County, Texas, such 2.44 acre tract being the same property described in Exhibit C to that certain Boundary Agreement and Special Warranty Deed dated March 6, 2003, between Holton L. Burns and RPC Investments, Ltd. recorded in Volume 2173, Page 353 of the Official Public Records of Hays County, Texas.

Tract B

An approximately 8.04 acre tract of land in the Thomas R. Jackson Survey No. 25, Abstract No. 9, Hays County, Texas, being a portion of that tract described as a 387.26 acre tract in a deed from Mark Eight Corporation to Dickson Properties, Inc. dated March 21, 1973, recorded in Volume 257, Page 518 of the Official Public Records of Hays County, Texas, such 8.04 acre tract being the same property described in Exhibit D to that certain Boundary Agreement and Special Warranty Deed dated March 6, 2003, between Holton L. Burns and RPC Investments, Ltd. recorded in Volume 2173, Page 353 of the Official Public Records of Hays County, Texas.

Tract C

An approximately 16.0 acre tract of land in the Thomas R. Jackson Survey No. 25, Abstract No. 9, Hays County, Texas, being a portion of that tract described as a 96.73 acre tract in a deed to Roberta Crenshaw recorded in Volume 469, Page 263 of the Official Public Records of Hays County, Texas, such 16.0 acre tract being the same property described in that certain Executor's Distribution Deed dated April 18, 2007, from Lucy Reed Hibberd, as independent executor of the Estate of Roberta P. Crenshaw, deceased, to Holton Latham Burns recorded in Volume 3152, Page 747 of the Official Public Records of Hays County, Texas.

Tract D

An undivided one-sixth (1/6th) interest in and to an approximately **30.0** acre tract of land in the Thomas R. Jackson Survey No. 25, Abstract No. 9, Hays County, Texas, being a portion of the remainder of that tract described as 151.73 acres (Tract 6) in a deed to Compass Bank, N.A., Trustee for the M.H. Reed Trust No. 2, recorded in Volume 2155, Page 193 of the Official Public Records of Hays County, Texas, such undivided interest and 30.0 acre tract being the same property described in that certain Distribution Deed dated August 2, 2007, from River Oaks Trust Company, now known as Compass Bank, as Successor Trustee of the M.H. Reed Trust #2, recorded in Volume 3241, Page 686 of the Official Public Records of Hays County, Texas.

Tract E

An approximately **48.01** acre tract of land in the William Cockburn Survey No. 32, Hays County, Texas, being a portion of that certain 60.1 acre tract conveyed to R.B. Hall and spouse, Helen Anita Hall by warranty deed dated April 19, 1999, recorded as Document No. 9908792 in the Official Public Records of Hays County, Texas, and also being a portion of that certain 3.0 acre tract conveyed to R.B. Hall and spouse, Helen Anita Hall by warranty deed dated April 19, 1999, recorded as Document No. 9908989 in the Official Public Records of Hays County, Texas, and also being a portion of that certain 3.316 acre tract conveyed to R.B. Hall and spouse, Helen Anita Hall by warranty deed dated April 19, 1999, recorded as Document No. 9908793 in the Official Public Records of Hays County, Texas, such 48.01 acre tract being the same property described in that certain General Warranty Deed dated June 4, 2009, executed by R.B. Hall and Helen Anita Hall and recorded in Volume 3669, Page 648 of the Official Public Records of Hays County, Texas.

Exhibit A – Page 2

