

**AGREEMENT BY AND BETWEEN CITY OF KYLE, TEXAS**  
**AND ROBERTS RESORTS**

STATE OF TEXAS           §  
  §  
COUNTY OF HAYS         §

THIS is an Agreement (“Agreement”) by and between the CITY OF KYLE, Texas, a home rule municipality (“City”) and ROBERTS RESORTS, acting through its chief executive officer and duly authorized agent, Scott Roberts (“Roberts”) for the further development (“Development”) of Bluebonnet Manufactured Home Community, Kyle, Texas (“Bluebonnet”) under the terms, conditions, and covenants as set forth in this Agreement.

WHEREAS, Bluebonnet was developed while in the City’s extraterritorial jurisdiction prior to Hays County having an established permitting process for manufactured home communities located within the county;

WHEREAS, the location of Bluebonnet was annexed by the City by Ordinance No. 589, adopted October 20, 2009 (“Ordinance”), which assigned a legal nonconforming use status to the entirety of the tract of land that was developed as Bluebonnet prior to annexation and the tracts of land not yet developed into a manufactured home community as an expansion of Bluebonnet (“Property”);

WHEREAS, regarding land use regulation, the Ordinance provided that on the effective date of annexation the use of the Property shall be grandfathered to the extent provided by state law, thereby allowing the Property to be developed as a mobile home community;

WHEREAS, the Ordinance does not contravene or otherwise conflict with Local Gov’t Code §43.002 in assigning a legal nonconforming use to the Property; and,

WHEREAS, the Property may remain a legal nonconforming use and be developed as a mobile home community pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, the City and Roberts (“Parties”) mutually CONTRACT, COVENANT and AGREE as follows:

1. Use of Property. Roberts may develop the Property described in and governed by Ordinance No. 589, which is attached hereto as EXHIBIT “A” and incorporated herein by reference, only to develop a mobile home community and facilities, infrastructure and appurtenances thereto that is an expansion or extension of Bluebonnet. In compliance with the Ordinance regarding “Land use regulation,” Roberts shall rezone said Property, or any part or parcel thereof, according to the City’s regulations and ordinances in the event Roberts has the intent to use said Property, or any part or parcel thereof, for a use other than the Bluebonnet Development or for any new previously unplanned extension of Bluebonnet that exceeds the scope of development described in Paragraph 2 below.
2. Scope of Development. Roberts may complete the Property Development to include no more than three-hundred (300) manufactured homes, including the manufactured homes currently located on the Property, unless the Parties otherwise agree in writing. Roberts may at any time replace a manufactured home or homes except said replacements shall not exceed the said 300-home limit, unless the Parties otherwise agree in writing. Roberts may construct or otherwise

complete facilities, infrastructure or other appurtenances that are necessary or desirable by Roberts to complete the Bluebonnet Development in accordance with Ordinance No. 589 .

3. Development cost. Roberts shall be solely responsible for any and all Development cost, including the cost of infrastructure, unless otherwise agreed upon by the Parties in writing or otherwise required to be provided by the City pursuant to state law or the City's ordinances or regulations. Potable water and waste water services may be provided to the Development in accordance with state law or the City's ordinances or regulations or pursuant to any agreements which are separate and apart from this Agreement and which said agreements are agreed upon in writing by the Parties.
4. Rezoning. Roberts shall not be required or expected to rezone the Property for the purpose of Development of the Property, but Roberts shall be required to rezone the Property to a legal use if Roberts intends to use the Property for a use not authorized or incorporated pursuant to this Agreement.
5. Site plan. For purposes of Development, Roberts may submit a site plan to the City for review and approval. The site plan shall comply with all procedural City ordinances and regulations required of site plans and subdivisions and shall be consistent with the Bluebonnet Development plan as built and/or planned prior to annexation as described in Paragraph 2 above. The Parties agree that Roberts will include on its site plan the details regarding the method of siting the manufactured homes on each site, the minimum setback requirements from manufactured home structures on the sites and the screening fence that will be built between the Property and Dacy Lane prior to setting any new manufactured home in the new Phase of Bluebonnet Development currently pending review in the City Planning Department. The Parties further agree that Roberts will comply with all landscape details for each manufactured home site in accordance with the site development plan attached hereto as EXHIBIT "B" and will make a good-faith, reasonable effort to landscape and/or fence the Property in a manner which insures compatibility of the Development with any subdivisions or developments which are adjacent to the Property.
6. Legal nonconforming use; amortization. The Parties agree that the Property is a legal nonconforming use that conforms to Local Gov't Code Sec. 43.02, but the City does not waive any legal remedies under law, regarding such nonconforming use of the Property.
7. Termination. This Agreement is voidable and may be terminated by either party without the consent of the other party if the Property is found not to be included in Ordinance No. 589, either before or after this Agreement has been adopted by the Parties. This Agreement may also be terminated by mutual written agreement of the Parties. A party seeking to terminate this Agreement shall give the other party at least ten (10) calendar days' prior written notice before terminating the Agreement.
8. Responsibilities for claims and liabilities.
  - 8.1 Approval of this Agreement by the City will not constitute nor be deemed a release of the responsibility and liability of Roberts, its employees, subcontractors, agents and consultants to comply with the terms, conditions and other provisions of this Agreement, nor will such approval be deemed to be an assumption of such responsibility by the City for Roberts' negligent acts, errors or omissions in the performance of its legal conforming use of the Property and other duties pursuant to this Agreement, nor will such approval be deemed to be an assumption of such responsibility by the City for the negligent acts, errors or omissions of Roberts, its employees, subcontractors, agents and consultants in

the performance of the terms, conditions and other provisions that are the subject of this Agreement.

- 8.2 The City agrees the Roberts, its employees, subcontractors, agents and consultants are not responsible for damages arising from any circumstances beyond Roberts' reasonable control. For purposes of this Agreement, such circumstances include, but are not limited to, failure of any governmental agency or entity, including the City, to act in a timely manner; failure of performance by the City or its agents, employees, public officials, or officers to perform under this Agreement; the passage of an amortization ordinance by the governing body of the City; or an amendment, passage or other modification of current state law or local ordinance affecting the status of a nonconforming use.
9. Vested Rights. The Parties agree and acknowledge that this Agreement constitutes a permit for purposes of Chapter 245 *Texas Local Gov't. Code*.
10. Indemnification; hold harmless.
  - 10.1 Roberts will indemnify and hold harmless the City and all of its officers, agents, servants, and employees from any loss, damage, liability or expense, including costs of court, reasonable attorneys' fees, expert witnesses' and consultants' fees, on account of damage to property and injuries, including death, to all persons, whether caused by Roberts or its employees, subcontractors, agents, consultants, licensees, or invitees to the extent caused by any act of negligence or intentionally wrongful act or material breach of any obligation under this Agreement, and pay all expenses and satisfy all judgments which may be incurred by or rendered against them, or any of them in connection herewith resulting from such act of negligence or intentional act or breach for which Roberts or its employees, subcontractors, agents, consultants, licensees, or invitees are found to be legally liable.
  - 10.2 In no event shall either party be liable, whether in contract or tort or otherwise, to the other party for loss of profits, delay damages, or for any special incidental, liquidated or consequential loss or damage of any nature arising at any time or from any cause whatsoever.
  - 10.3 The indemnity and waiver obligations herein shall survive the termination of this Agreement for any reason.
  - 10.4 The Parties understand and agree that the indemnity and defense obligations contained and described herein shall be interpreted in accordance with Texas law current as of the date of this Agreement and that any indemnity or defense obligation, if at all, shall be claimed, interpreted and enforced on a comparative basis of fault and responsibility. Neither party to this Agreement will allege, claim, file suit, or otherwise demand that the other Party provide any indemnity or defense as such may relate to the negligent acts, errors or omissions of the claiming party.
11. Condition precedent. This Agreement shall be valid, enforceable and in effect only if the Property is included under Ordinance No. 589, referred to hereinabove. In the event the Property is found not to be included in said Ordinance, either before or after this Agreement has been adopted by the Parties, this Agreement shall be voidable by either of the Parties without the consent of the other party.

12. Assignment. The Parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party will assign, sublet nor transfer any interest in this Agreement without the written authorization of the other party.
13. Venue. Venue and jurisdiction of any suit or right or cause of action arising under or in connection with this Agreement will lie exclusively in a court of competent jurisdiction located in Hays County, Texas, and such court will interpret this Agreement in accordance with the laws of the State of Texas.
14. Entire Agreement. This Agreement represents the entire understanding between the Parties in respect to the purpose of said Agreement and may only be modified in writing signed by both Parties.
15. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the Parties hereto shall be construed and enforced in accordance therewith. The Parties hereto acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed to be validated and enforceable.
16. Compliance with laws. The City and Roberts and its employees, subcontractors, agents, and consultants will comply with all applicable federal and state laws, the Charter and Code of Ordinances of the City of Kyle, and all other applicable rules and regulations promoted by all local, state and national boards, bureaus and agencies.
17. Notices. This Agreement will be administered on the City's behalf by its Director of Planning Services. All notices, documentation, or questions arising under this Agreement should be addressed as follows:

Director of Planning Services  
City of Kyle  
P.O. Box 40  
Kyle, Texas 78640

All written notices from the City to Roberts should be addressed as follows:

Roberts Resorts  
Attn: Mr. Scott Roberts, Chief Executive Officer  
8350 E. Raintree DR. Ste 220  
Scottsdale, AZ 85260

With copy to:

Terrence L. Irion  
Attorney for Roberts Resorts  
1250 S. Capital of Texas Hwy.  
3 Cielo Center, Suite 601  
Austin, Texas 78746

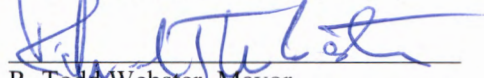


18. Captions. The captions of this Agreement are for information purposes only and will not in any way affect the substantive terms, conditions and other provisions of this Agreement.
19. Mediation. In the event a dispute arises between the City and Roberts in the application or interpretation of this Agreement, or one or more of its provisions, the Parties may mutually agree to take such dispute to a mediator mutually agreed upon by both parties to this Agreement for resolution. Neither party is bound to the mediator's decision.

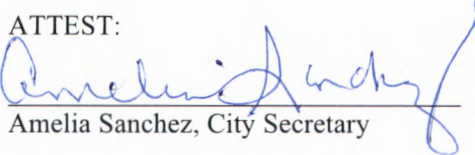
IN WITNESS WHEREOF, the Parties have caused these presents to be executed by its Mayor and attested by its City Secretary, on behalf of the City of Kyle, Texas ("City") and by Scott Roberts on behalf of Roberts Resorts ("Roberts")

THIS Agreement effective the 16<sup>th</sup> day of March, 2015.

CITY OF KYLE, TEXAS ("City")

  
\_\_\_\_\_  
R. Todd Webster, Mayor

ATTEST:

  
\_\_\_\_\_  
Amelia Sanchez, City Secretary

APPROVED AS TO FORM:

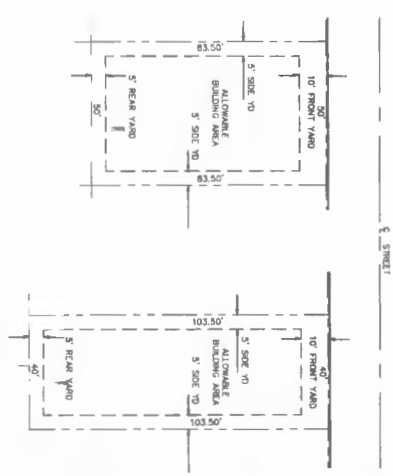
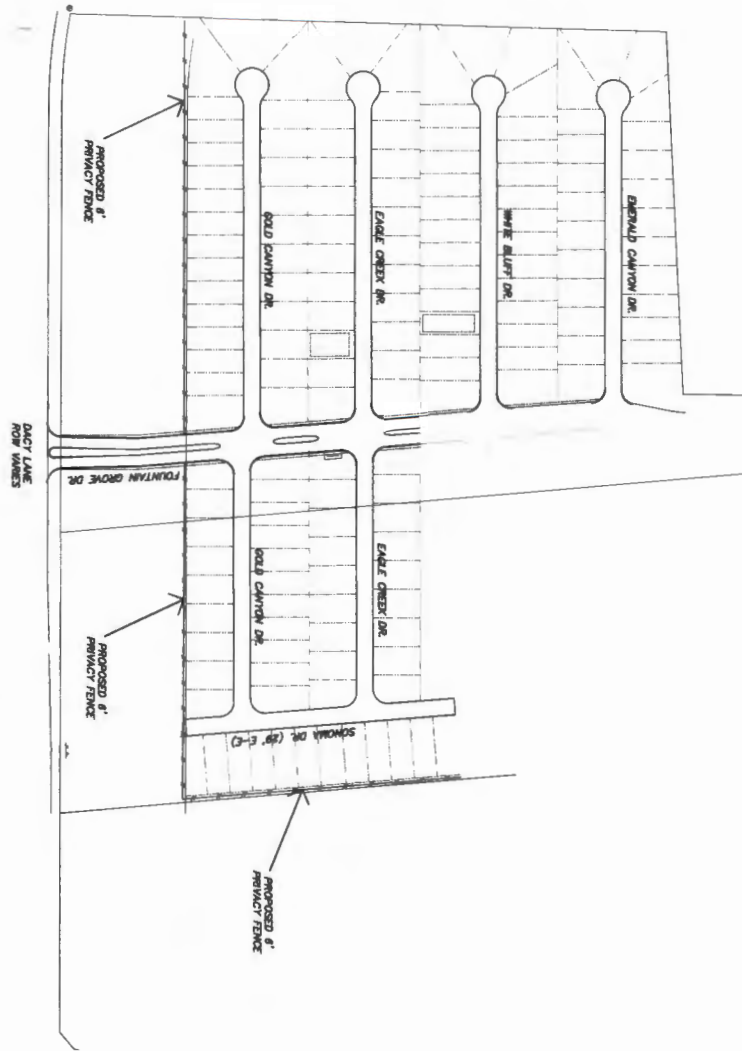
\_\_\_\_\_  
W. Ken Johnson, City Attorney

ROBERTS RESORTS ("Roberts")

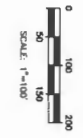
  
\_\_\_\_\_  
Scott Roberts, Chief Executive Officer

**EXHIBIT "A"**  
**ORDINANCE NO. 589**  
**(ATTACHED)**

**EXHIBIT "B"**  
**SITE DEVELOPMENT PLAN**  
**(ATTACHED)**



TYPICAL PAD SETBACKS  
N.T.S.



DATE	NO.	DESCRIPTION

**PRIVACY FENCE EXHIBIT**  
 BLUEBONNET ESTATES  
 111 ANTELOPE HILL DRIVE  
 KYLE, TX 78640

**VICKREY & ASSOCIATES, INC.**  
 CONSULTING ENGINEERS  
1717 West 6th Street, Suite 250  
 Austin, Texas 78703  
 Phone: (512) 494-8014 Fax: (512) 494-8054

DATE	NO.	DESCRIPTION



**ORDINANCE NO. 589**

**AN ORDINANCE OF THE CITY OF KYLE, TEXAS, ANNEXING 208 ACRES OF LAND, MORE OR LESS (AREA 3A), LOCATED IN HAYS COUNTY, TEXAS, AS SHOWN IN THE ATTACHED EXHIBIT; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.**

**WHEREAS**, the City of Kyle, Texas (the “City”), is a home rule municipality authorized by State law and the City's Charter to annex territory lying adjacent and contiguous to the City;

**WHEREAS**, the City Council, in compliance with §43.021, *Tex. Local Gov't Code*, instituted proceedings for the annexation of certain property more particularly described herein (the “subject property”);

**WHEREAS**, the subject property hereby annexed is adjacent and contiguous to the present City limits;

**WHEREAS**, the boundaries of the City are contiguous to the subject property on at least two sides;

**WHEREAS**, the City Council heard arguments with respect to such annexation and has decided to annex the area;

**WHEREAS**, two separate public hearings were conducted prior to consideration of this Ordinance in accordance with § 43.063, *Tex. Loc. Gov't. Code*;

**WHEREAS**, the hearings were conducted and held not more than forty (40) nor less than twenty (20) days prior to the institution of annexation proceedings;

**WHEREAS**, notice of the public hearings was published in a newspaper of general circulation in the City and the territory proposed to be annexed not more than twenty (20) nor less than ten (10) days prior to the public hearings;

**WHEREAS**, the City intends to provide services to the subject property to be annexed according to the Service Plan attached hereto as Exhibit “A”.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS:**

**SECTION 1.** That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

**SECTION 2.** That the following described property (hereinafter referred to as the “Annexed Property”) is hereby annexed into the corporate limits of the City of Kyle:

All that certain tract or parcel of land being 208 acres of land, more or less, located in Hays County, Texas, and being more particularly described in Exhibit "B" attached hereto and incorporated herein for all purposes (the "Property"), as shown in the map portion of Exhibit "B".

**SECTION 3.** That the Service Plan submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit "A".

**SECTION 4.** That the future owners and inhabitants of the Annexed Property shall be entitled to all of the rights and privileges of the City as set forth in the Service Plan attached hereto as Exhibit "A", and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

**SECTION 5.** That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Kyle.

**SECTION 6.** That the Annexed Property shall be assigned to Council District No. 6

**SECTION 7.** That the Annexed Property shall be temporarily zoned Agricultural District "A" as provided in the City Zoning Ordinance, as amended, until permanent zoning is established therefore.

**SECTION 8.** That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

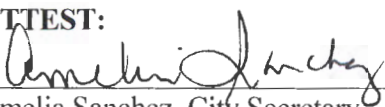
**SECTION 9.** That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

**SECTION 10.** That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

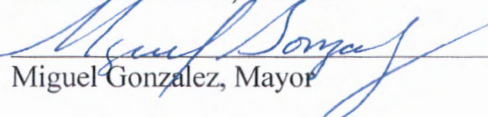
**PASSED AND APPROVED** on First Reading this 6th day of October, 2009.

**FINALLY PASSED AND APPROVED** on this 20<sup>th</sup> day of October, 2009.

**ATTEST:**

  
Amelia Sanchez, City Secretary

**CITY OF KYLE, TEXAS**

  
Miguel Gonzalez, Mayor

## EXHIBIT "A"

### MUNICIPAL SERVICES PLAN

**WHEREAS**, the City of Kyle, Texas (the "City") instituted and completed annexation proceedings for tracts of land described more fully hereinafter (referred to herein as the "subject properties");

**WHEREAS**, *Section 43.056, Loc. Gov't. Code*, requires a service plan be adopted with the annexation ordinance;

**WHEREAS**, the subject properties are not included in the municipal annexation plan and are exempt from the requirements thereof having fewer than one hundred (100) houses on separate tracts;

**WHEREAS**, the subject property will be provided municipal services on the same terms and conditions as other similarly situated properties currently within the City limits and capital improvements necessary to offer such municipal services on the same terms and conditions as other similarly situated properties within the City and in accordance with City policies, regulations, and ordinances; and

**WHEREAS**, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapt. 43, Loc. Gov't. Code*, to annex the subject properties into the City.

**NOW, THEREFORE**, the City agrees to provide the following services for the subject properties on the effective date of annexation:

(1) **General Municipal Services.** The subject properties are located within the City's extraterritorial jurisdiction and are more particularly described in the Ordinance to which this service plan is attached. Pursuant to this Plan, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the Emergency Service District's (ESD) and volunteer fire fighting force's present personnel and equipment with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment of the ESD.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the regulatory jurisdiction of the City shall be extended to include the annexed area, and all property therein shall be subject to the City's police power regulations as set forth in duly adopted ordinances; provided that the use of all property therein shall be grandfathered to the extent provided by state law. The subject properties shall be temporarily zoned "A" with the intent to rezone the properties upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject properties at future times in response to requests submitted by the landowners or authorized city staff.

(2) **Scheduled Municipal Services.** Depending on the plans for development or redevelopment of the subject properties, the following municipal services will be provided on a schedule and at increasing levels of service as requested in compliance with applicable City ordinances, rules and regulations for providing such services:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject properties' owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances. Upon acceptance of the water lines within the subject properties and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all



similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's water utility system.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subject properties, or applicable portions thereof, by the utility holding a wastewater CCN for the subject properties, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject properties' owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject properties as required in City ordinances. Upon acceptance of the wastewater lines within the subject properties and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.

C. Maintenance, as appropriate, of existing public streets and rights-of-way that are within the maintenance jurisdiction of the City and other streets that are hereafter constructed and finally accepted by the City within the maintenance jurisdiction of the City as follows:

(i) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.;

- (ii) Routine maintenance as presently performed by the City;
- (iii) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;
- (iv) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and
- (v) Installation and maintenance of street lighting in accordance with established policies of the City.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: Water and wastewater facilities that are identified in the Capital Improvement Plan, as and when funded pursuant to such Plan. Upon development of the subject properties or redevelopment, the landowners will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject properties the same as similarly situated properties.

(4) **Term.** If not previously expired, this service plan expires at the end of ten (10) years.

(5) **Property Description.** The legal descriptions of the subject properties are as set forth in Exhibit "B" attached to the Annexation Ordinance to which this Service Plan is attached as Exhibit "A".

**EXHIBIT B**

**FRANKEL THOMAS  
ANNEXATION AREA (3A)  
CITY OF KYLE, TEXAS**

TRACT 2

All that the remainder of that certain tract or parcel of land conveyed to Alton and Evelyn Franko by deed as recorded in Volume 274, Page 565 (First, Second and Third Tracts), Official Public Records of Hays County, Texas.

TRACT 3

All that certain tract or parcel of land conveyed to Alton Franko by deed as recorded in Volume 413, Page 891 (Tract "A"), Official Public Records of Hays County, Texas.

TRACT 4

All that certain tract or parcel of land conveyed to Alton Franko by deed as recorded in Volume 259, Page 323 (Tract "G"), Official Public Records of Hays County, Texas.

TRACT 5

All that certain tract or parcel of land conveyed to the Thomas Family Trust by Document Number 9917058, Official Public Records of Hays County, Texas.

TRACT 7

All that certain tract or parcel of land conveyed to Steven B. and Rebecca J. Thomas by deed as recorded in Volume 1464, Page 390, Official Public Records of Hays County, Texas.

TRACT 8

All that certain tract or parcel of land conveyed to Florence W. Berrong by Document Number 9912825, Official Public Records of Hays County, Texas.



TRACT 9

All that certain tract or parcel of land conveyed to Mesa Communications Group, LLC by deed as recorded in Volume 2830, Page 393, Official Public Records of Hays County, Texas.

TRACT 10

All that certain tract or parcel of land known as Silver Mills, a subdivision of record, out of the Elsiea Powell Survey, Hays County, Texas, recorded in Volume 4, Page 45 of the Hays County Plat Records.

TRACT 11

All that certain tract or parcel of land near the right of way of County Road Number 127 (Beebe Road) beginning at a point east of the easterly right of way of Interstate Highway 45 and the most northerly corner of the Remainder of the Anton and Evelyn Frankel and Second and Third Tracts, as recorded in Volume 279, Page 505, Official Public Records of Hays County, Texas (Tract 2), continuing in an easterly direction to a point on the westerly right of way line of County Road Number 205 (Dacey Lane) and north of the most easterly corner of the Florence W. Berrone Tract as recorded in Document Number 0912825 (Tract 3), Official Public Records of Hays County, Texas.

EXHIBIT C

