

GF #01021-1157a GP  
Stewart Title

**ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS  
UNDER TRI-PARTY AGREEMENT PROVIDING FOR REGULATION OF SUBDIVISION  
AND APPROVAL OF BLANCO RIVER RANCH PHASE ONE RESIDENTIAL AREA**

This Assignment and Assumption of Rights and Obligations Under Tri-Party Agreement Providing For Regulation Of Subdivision And Approval Of Blanco River Ranch Phase One Residential Area (this “**Assignment**”) is between Blanco River Ranch Properties, LP, a Texas limited partnership (“**Assignor**”), and HMBRR Development, Inc., a Texas corporation (“**HMBRR Inc.**”); HMBRR, LP, a Texas limited partnership (“**LP #1**”); and HMBRR LP #2, a Texas limited partnership (“**LP #2**”) (individually, an “**Assignee**” and, collectively, the “**Assignees**”), as of the 20<sup>th</sup> day of September, 2017 (the “**Effective Date**”) and is as follows.

RECITALS

WHEREAS, the City of Kyle (the “**City**”) and Assignor previously entered into the Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement dated effective as of May 16, 2017 and recorded as Document No. 17018505, Official Public Records of Hays County, Texas (the “**Development Agreement**”) with respect to the 858.7 acres in Hays County, Texas, more fully described in the Development Agreement (the “**Property**”); and

WHEREAS, Assignor, the City, and Hays County (the “**County**”) previously entered into the Tri-Party Agreement Providing For Regulation Of Subdivision And Approval Of Blanco River Ranch Phase One Residential Area dated effective as of May 25, 2017 and recorded as Document No. 17018506, Official Public Records of Hays County, Texas (the “**Tri-Party Agreement**”) with respect to the Property; and

WHEREAS, the Tri-Party Agreement provides that, without the consent of the City or the County, Assignor may assign its rights and obligations under the Tri-Party Agreement to any successor owner of all or any portion of the Property to which all or the applicable portion of Assignor’s rights and obligations under the Development Agreement are being assigned; and

WHEREAS, on the date of this Assignment, Assignor has sold and conveyed (1) the 61.49 acre tract or portion of the Property more fully described on the attached **Exhibit A** (“**Tract 1**”), to HMBRR, Inc.; (2) the 188.51 acre tract or portion of the Property more fully described on the attached **Exhibit B** (“**Tract 2**”) to LP#1; and (3) the 608.7 acre tract or portion of the Property more fully described on the attached **Exhibit C** (“**Tract 3**”) to LP#2; and

WHEREAS, on the date of this Assignment, Assignor has also sold and conveyed all of its rights and obligations under the Development Agreement with respect to Tract 1 to HMBRR, Inc., with respect to Tract 2 to LP#1, and with respect to Tract 3 to LP#2; and

WHEREAS, in connection with such sale, Assignor also desires to sell and transfer all of Assignor’s rights and obligations under the Tri-Party Agreement with respect to the Property to the Assignees;

AGREEMENT

NOW THEREFORE, for and in consideration of the premises and the mutual promises and covenants contained herein, the parties agree as follows:

A. Assignor hereby sells, transfers and assigns all of its rights and obligations under the Tri-Party Agreement to the Assignees as follows:

(1) to HMBRR Inc: all of Assignor's rights and obligations under the Tri-Party Agreement relating to Tract 1;

(2) to LP#1: all of Assignor's rights and obligations under the Tri-Party Agreement relating Tract 2; and

(3) to LP#2: all of Assignor's rights and obligations under the Tri-Party Agreement relating to Tract 3.

B. HMBRR, Inc. hereby accepts the assignment of all of Assignor's rights and obligations under the Tri-Party Agreement with respect to Tract 1, LP#1 hereby accepts the assignment of all of Assignor's rights and obligations under the Tri-Party Agreement with respect to Tract 2, and LP#2 hereby accepts the assignment of all of Assignor's rights and obligations under the Tri-Party Agreement with respect to Tract

C. Each Assignee agrees to indemnify, hold harmless and defend Assignor from and against any and all loss, cost, expense and liability (including, without limitation, court costs and reasonable attorneys' fees) arising under the Tri-Party Agreement because a specific Assignee fails to perform its obligations under the Tri-Party Agreement as to the specific tract as to which such Assignee assumes the rights and obligations under the Tri-Party Agreement, on or after the Effective Date. Assignor agrees to indemnify, defend and hold harmless Assignee from and against any and all loss, cost, expense or liability (including, without limitation, costs of court and reasonable attorneys' fees) arising under the Tri-Party Agreement because of Assignor's failure to perform its obligations under the Tri-Party Agreement as to any of the Property prior to the Effective Date.

D. To facilitate execution, this instrument may be executed in any number of counterparts, and it will not be necessary that the signatures of all parties be contained on any one counterpart. Additionally, for purposes of facilitating the execution of this Agreement: (a) the signature pages taken from separate, individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts; and (b) a copy of a signature transmitted by facsimile or e-mail (e.g., .pdf or Adobe) will be deemed to be an original signature for all purposes. It is not necessary to confirm the copy transmitted by facsimile or e-mail (e.g., .pdf or Adobe) by delivery of the original. All executed counterparts of this Agreement will be deemed to be originals, but all such counterparts, when taken together, will constitute one and the same instrument.

This Assignment shall be effective from and after the Effective Date.

*(The remainder of this page has been left blank intentionally, and the signature pages follow)*

Assignor:

**BLANCO RIVER RANCH PROPERTIES, LP**, a  
Texas limited partnership

By: Blanco River Ranch Properties GP, LLC, a  
Texas limited liability company, its General  
Partner

Date: September \_\_, 2017


By:   
Gregg Reyes, Manager

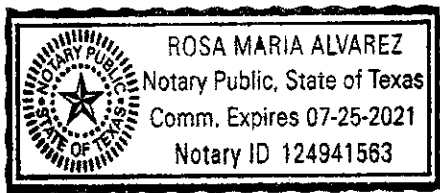
STATE OF TEXAS §

COUNTY OF ~~TRAVIS~~ §  
**HARRIS**

This instrument was acknowledged before me on the \_\_ day of September, 2017 by Greg Reyes, Manager of Blanco River Ranch Properties, GP, LLC, a Texas limited liability company, General Partner of BLANCO RIVER RANCH PROPERTIES, LP, a Texas limited partnership on behalf of said limited partnership and limited liability company.

(SEAL)

  
Notary Public Signature



**HMBRR, Inc.:**

**HMBRR DEVELOPMENT, INC.,** a Texas corporation

Date: September 26 2017

By: [Signature]  
Blake J. Magee, President

**LP#1:**

**HMBRR, LP,** a Texas limited partnership

Date: September 26 2017

By: Hanna/Magee GP #1, Inc., a Texas corporation,  
General Partner

By: [Signature]  
Blake J. Magee, President

**LP#2:**

**HMBRR, LP #2,** a Texas limited partnership

Date: September 26 2017

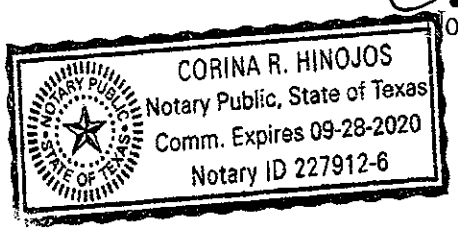
By: Hanna/Magee GP #1, Inc., a Texas corporation,  
General Partner

By: [Signature]  
Blake J. Magee, President

STATE OF TEXAS §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 20 day of September, 2017 by Blake J. Magee, as President of **HMBRR Development, Inc.**, a Texas corporation, and President of Hanna/Magee GP #1, Inc., a Texas corporation that is General Partner of **HMBRR, LP**, a Texas limited partnership and of **HMBRR LP#2**, a Texas limited partnership, on behalf of said corporations and limited partnerships.

(SEAL)



[Signature]  
Notary Public Signature

**EXHIBIT A**

Blanco River Ranch  
Phase 1, Sec. 1 & 2  
61.49 Acres

**PROPERTY DESCRIPTION**

**BEING 61.49 ACRES OF LAND LOCATED IN THE SAMUEL PHARASS ¼ LEAGUE NO. 14, ABSTRACT 360, HAYS COUNTY, TEXAS AND BEING A PORTION OF CALLED TRACT I, A 1,971.29 ACRE TRACT AND A PORTION OF CALLED TRACT II, A 195.14 ACRE TRACT BOTH DESCRIBED IN A DEED FROM THE STATE OF TEXAS TO BLANCO RIVER RANCH PROPERTIES, LP AND RECORDED IN VOLUME 5230, PAGE 583 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 61.49 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS WITH ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE.**

**BEGINNING** at a ½-inch iron rod with cap stamped "AST" found on the existing westerly right of way line of N. Old Stagecoach Road, a varying width right of way and being the most easterly southeast corner of said 194.14 acre tract;

**THENCE**, with said right of way line and the southerly line of said 194.14 acre tract, S36°01'23"W, 42.36 feet to a fence post with mag nail on top at the most northerly corner of a called 132.59 acre tract of record in Volume 5224, Page246 of the Hays County Official Public Records;

**THENCE**, continuing with the southerly line of said 194.14 acre tract, same being the northerly line of said 132.59 acre tract, S48°36'08"W, 73.67 feet to a calculated point;

**THENCE**, leaving said southerly and northerly lines and crossing said 195.14 acre tract the following courses and distances:

1. N67°12'55"W, 188.65 feet to a calculated point;
2. S22°18'46"W, 23.72 feet to a calculated point;
3. N66°02'26"W, 50.00 feet to a calculated point;
4. N19°52'00"E, 44.28 feet to a calculated point;
5. N74°45'05"W, 130.00 feet to a calculated point;
6. N05°46'09"E, 47.76 feet to a calculated point;
7. N17°32'07"W, 150.99 feet to a calculated point;
8. N46°07'21"W, 135.75 feet to a calculated point;
9. S48°42'02"W, 127.94 feet to a calculated point;
10. S48°42'48"W, 50.00 feet to a calculated point;
11. S41°17'50"E, 20.01 feet to a calculated point;
12. S48°42'02"W, 210.00 feet to a calculated point;
13. S50°31'38"W, 118.22 feet to a calculated point;
14. S59°32'34"W, 120.82 feet to a calculated point;
15. S69°25'04"W, 121.89 feet to a calculated point;

16. S87°25'28"W, 204.45 feet to a calculated point;
17. S78°50'23"W, 60.14 feet to a calculated point;
18. N07°10'58"W, 133.60 feet to a calculated point;
19. S79°57'58"W, 68.89 feet to the beginning of a curve to the right;
20. with the arc of said curve to the right, 43.31 feet, having a radius of 325.00 feet, a central angle of 07°38'10" and a chord bearing and distance of S83°47'03"W, 43.28 feet to a calculated point;
21. S87°36'08"W, 28.25 feet to a calculated point;
22. N02°23'52"W, 50.00 feet to a calculated point;
23. N87°36'08"E, 3.07 feet to a calculated point;
24. N04°18'13"W, 199.92 feet to a calculated point;
25. N07°08'17"W, 430.00 feet to a calculated point;
26. N13°27'20"W, 126.59 feet to a calculated point;
27. N22°04'53"W, 127.34 feet to a calculated point;
28. N19°59'52"W, 288.35 feet to a calculated point;
29. N87°39'19"E, passing at 126.53 feet the northerly line of said 195.14 acre tract and continuing across said 1971.29 acre tract for a total distance of 162.44 feet to a calculated point at the beginning of a non-tangent curve to the right;
30. Continuing across said 1971.29 acre tract with said curve to the right, 54.96 feet, having a radius of 400.00 feet, a central angle of 07°52'22" and a chord bearing and distance of N01°35'30"E, 54.92 feet to a calculated point at the beginning of a reverse curve;
31. with the arc of said reverse curve to the left, 22.11 feet, having a radius of 15.00 feet, a central angle of 84°28'08" and a chord bearing and distance of N36°42'23"W, 20.16 feet to a calculated point;
32. N78°56'27"W, 9.25 feet a calculated point at the beginning of a curve to the left;
33. with the arc of said curve to the left, 102.36 feet, having a radius of 375.00 feet, a central angle of 15°38'23" and a chord bearing and distance of N86°45'38"W. 102.04 feet to a calculated point;
34. N03°23'28"W, 277.90 feet to a calculated point on the southerly line of a proposed stem road and the beginning of a non-tangent curve to the left;
35. with a curve to the left, 102.91 feet, having a radius of 1560.00 feet, a central angle of 03°46'46" and a chord bearing and distance of N52°02'19"E, 102.89 feet to a ½-inch iron rod with cap stamped "AST" at the point of tangency;
36. With the southerly line of said stem road, N50°08'56"E, 432.17 feet to a ½-inch iron rod with cap stamped "AST" at the beginning of a curve to the right ;
37. with the arc of said curve to the right, 155.64 feet, having a radius of 615.00 feet, a central angle of 14°30'01" and a chord bearing and distance of N57°23'57"E, 155.23 feet to a ½-inch iron rod with cap stamped "AST";

38. N64°38'57"E, 520.13 feet to a ½-inch iron rod with cap stamped "AST" at the beginning of a curve to the right;

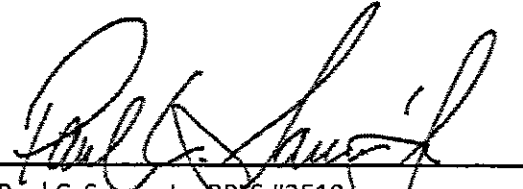
39. with the arc of said curve to the right, 172.56 feet, having a radius of 100.00 feet, a central angle of 98°52'18" and a chord bearing and distance of S65°54'54"E, 151.94 feet to a ½-inch iron rod with cap stamped "AST" on the westerly right of way line of N. Old Stagecoach Road (width varies);

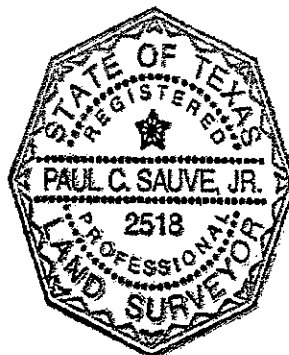
**THENCE**, with said westerly right of way line the follow courses and distances:

1. S16°20'38"E, 1420.21 feet to a 60d nail found next to a cedar fence post and;
2. S16°48'53"E, 800.20 feet to the **POINT OF BEGINNING** and containing 61.49 acres of land, more or less.

**SURVEYOR'S STATEMENT**

I hereby state that the included field note description was prepared from an actual survey made on the ground under my supervision and is true and correct, to the best of knowledge and belief.

  
Paul C. Sauve, Jr., RPLS #2518  
Austin Spatial Technologies, LLC  
May 18, 2017, Revised August 23, 2017



**EXHIBIT B**

Blanco River Ranch  
Remainder of 250.00 acres  
188.51 Acres

**PROPERTY DESCRIPTION**

BEING 188.51 ACRES OF LAND LOCATED IN THE SAMUEL PHARASS ¼ LEAGUE NO. 14, ABSTRACT 360, HAYS COUNTY, TEXAS AND BEING A PORTION OF CALLED TRACT I, A 1,971.29 ACRE TRACT AND A PORTION OF CALLED TRACT II, A 195.14 ACRE TRACT BOTH DESCRIBED IN A DEED FROM THE STATE OF TEXAS TO BLANCO RIVER RANCH PROPERTIES, LP AND RECORDED IN VOLUME 5230, PAGE 583 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 188.51 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS WITH ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE.

**BEGINNING** at an iron rod with aluminum cap stamped "Kent McMillian" found marking the most northerly corner of a called 311.56 acre tract described in a deed to Robert Nance as recorded in Volume 4459, Page 137 of said Deed Records, same being the northwest corner of said 195.14 acre tract and being on the southeasterly line of said 1,971.29 acre tract;

**THENCE**, crossing said 1,971.29 acre tract the following courses and distances:

1. N12°59'56"E, 728.47 feet to a calculated point;
2. N13°00'14"E, 359.30 feet to a calculated point;
3. N51°36'39"E, 699.50 feet to a calculated point;
4. N48°47'14"E, 226.76 feet to a calculated point;
5. N39°17'57"E, 243.43 feet to a ½-inch iron rod with cap stamped "AST" on the southerly line of a proposed right of way and being the beginning of a non-tangent curve to the left;
6. With the arc of said curve to the left, 1151.60 feet, having a radius of 1560.00 feet, a central angle of 42°17'45" and a chord bearing and distance of N75°04'35"E, 1125.63 feet;
7. Leaving said proposed right of way, S03°23'28"E, 277.90 feet to the beginning of a non-tangent curve to the right;
8. with a curve to the right, 102.36 feet, having a radius of 375.00 feet, a central angle of 15°38'23" and a chord bearing and distance of S86°45'38"E, 102.04 feet to a point of tangency;
9. S78°56'27"E, 9.25 feet to the beginning of a curve to the right;
10. with the arc of said curve to the right, 22.11 feet, having a radius of 15.00 feet, a central angle of 84°28'08" and a chord bearing and distance of S36°42'23"E, 20.16 feet to a point of reverse curvature;
11. with said reverse curve to the left, 54.96 feet, having a radius of 400.00 feet, a central angle of 07°52'22" and a chord bearing and distance of S01°35'30"W, 54.92 feet;
12. S87°39'19"W, passing at 36.26 feet the southerly line of said 1971.29 acre tract and continuing across said 195.14 acre tract, for a total distance of 162.44 feet;

**THENCE**, continuing across said 195.14 acre tract the following courses and distances, S19°59'52"E, 288.35 feet;

1. S22°04'53"E, 127.34 feet;



2. S13°27'20"E, 126.59 feet;
3. S07°08'17"E, 430.00 feet;
4. S04°18'13"E, 199.92 feet;
5. S87°36'08"W, 3.07 feet;
6. S02°23'52"E, 50.00 feet;
7. N87°36'08"E, 28.25 feet to the beginning of a curve to the left;
8. with the arc of said curve to the left, 43.31 feet, having a radius of 325.00 feet, a central angle of 07°38'10" and a chord bearing and distance of N83°47'03"E, 43.28 feet to a point of tangency;
9. N79°57'58"E, 68.89 feet;
10. S07°10'58"E, 133.60 feet;
11. N78°50'23"E, 60.14 feet;
12. N87°25'28"E, 204.45 feet;
13. N69°25'04"E, 121.89 feet;
14. N59°32'34"E, 120.82 feet;
15. N50°31'38"E, 118.22 feet;
16. N48°42'02"E, 210.00 feet;
17. N41°17'50"W, 20.01 feet;
18. N48°42'48"E, 50.00 feet;
19. N48°42'02"E, 127.94 feet;
20. S46°07'21"E, 135.75 feet;
21. S17°32'07"E, 150.99 feet;
22. S05°46'09"W, 47.76 feet;
23. S74°45'05"E, 130.00 feet;
24. S19°52'00"W, 44.28 feet;
25. S66°02'26"E, 50.00 feet;
26. N22°18'46"E, 23.72 feet;
27. S67°12'55"E, 188.65 feet to the southeasterly line of said 195.14 acre tract, same being the northwesterly line of a called 132.59 acre tract described in a deed to Felder CND, LLC and recorded in Volume 5224, Page 246 of the Hays County Official Public Records;

**THENCE**, with said southeasterly and northwesterly lines, the following courses and distances:

1. S48°36'08"W, 1509.83 feet to a "Mag Nail" in the top of fence post;
2. N49°26'16"W, 34.23 feet to a "Mag Nail" in the top of fence post;
3. S25°40'41"W, 39.42 feet to an iron rod with cap stamped "Vickrey";

4. S48°29'40"W, 2127.73 feet to a cedar fence post with "Mag Nail" on the northerly right of way line of Cypress Road (aka Limekiln Road) (width undetermined) at the southwest corner of said 195.14 acre tract from which an iron rod with aluminum cap stamped "Kent McMillian" bears S21°57'46"W, 50.84 feet;

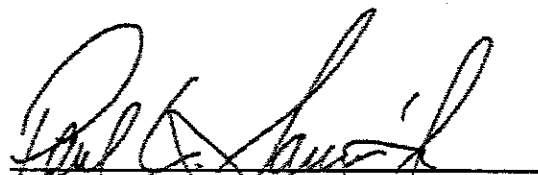
THENCE, with said northerly right of way line, N77°16'32"W, 599.91 feet to a cedar fence post on the easterly line of said 311.56 acre tract;

THENCE, with fence and the easterly line of said 311.56 acre and westerly line of said 195.14 acre tract the following courses and distances:

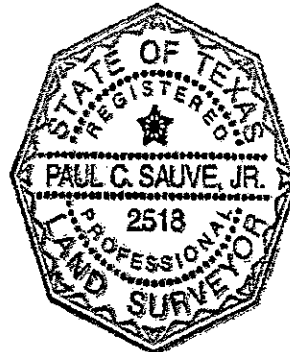
1. N16°48'19"W, 270.65 feet to a calculated angle point in said line and;
2. N17°13'44"W, 1607.95 feet to the **POINT OF BEGINNING** and containing 188.51 acres of land, more or less.

#### SURVEYOR'S STATEMENT

I hereby state that the included field note description was prepared from an actual survey made on the ground under my supervision and is true and correct, to the best of knowledge and belief.



Paul C. Sauve, Jr., RPLS #2518  
Austin Spatial Technologies, LLC  
May 18, 2017, Revised August 23, 2017



**EXHIBIT C**

Blanco River Ranch  
608.70 acres

**PROPERTY DESCRIPTION**

**BEING 608.70 ACRES OF LAND LOCATED IN THE SAMUEL PHARASS ¼ LEAGUE NO. 14, ABSTRACT 360, AND THE CALEB W. BAKER SURVEY, ABSTRACT 31 HAYS COUNTY, TEXAS AND BEING A PORTION OF A CALLED 1,971.29 ACRE TRACT AS DESCRIBED AS TRACT I IN A DEED FROM THE STATE OF TEXAS TO BLANCO RIVER RANCH PROPERTIES, LP AND RECORDED IN VOLUME 5230, PAGE 583 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 608.70 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS WITH ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE.**

**BEGINNING** at an iron rod with aluminum cap stamped "Kent McMillian" found marking the most northerly corner of a called 311.56 acre tract described in a deed to Robert Nance recorded in Volume 4459, Page 137 of said Deed Records, same being the northwest corner of a called 195.14 acre tract described in the aforementioned deed to Blanco River Ranch as Tract II and being on the southeasterly line of said 1,971.29 acre Tract I;

**THENCE**, with the southerly line of said 1,971.29 acre tract, same being the northeasterly line of said 311.56 acre tract S43°59'58"W, 1916.27 feet to a ½-inch iron rod with cap stamped "AST" set on the northerly line of proposed RM 150;

**THENCE**, leaving said southerly line and crossing said 1,941.29 acre tract with the proposed northerly line of RM 150 the following courses and distances:

1. N65°08'51"W, 49.48 feet to a ½-inch iron rod with cap stamped "AST" set at the beginning of a curve to the right;
2. with a curve to the right, 381.25 feet, having a radius of 925.00 feet, a central angle of 23°36'54" and a chord bearing and distance of N53°30'43"W, 378.55 feet to a ½-inch iron rod with cap stamped "AST" set for point of tangency;
3. N41°42'16"W, 336.00 feet to a ½-inch iron rod with cap stamped "AST" set at the beginning of a curve to the left;
4. with the arc of said curve to the left, 151.93 feet, having a radius of 1100.00 feet, a central angle of 07°54'48" and a chord bearing and distance of N45°39'41"W, 151.81 feet to a ½-inch iron rod with cap stamped "AST" set for point of tangency;
5. N49°37'05"W, 572.43 feet to a ½-inch iron rod with cap stamped "AST" set for an angle point in said line;
6. N51°37'01"W, 75.00 feet to a ½-inch iron rod with cap stamped "AST" set for an angle point in said line;
7. N53°36'58"W, 749.01 feet to a ½-inch iron rod with cap stamped "AST" set at the beginning of a curve to the left;

8. with the arc of said curve to the left, 93.33 feet, having a radius of 1025.00 feet, a central angle of 05°13'01" and a chord bearing and distance of N56°13'28"W, 93.30 feet to a ½-inch iron rod with cap stamped "AST" set for the most westerly southwest corner of the herein described tract;

THENCE leaving said proposed right of way line and with a dry creek, the following courses and distances:

1. N26°31'11"E, 563.37 feet to a calculated point;
2. N46°09'29"E, 1179.39 feet to a calculated point;
3. N28°22'57"E, 708.36 feet to a calculated point;
4. N44°16'34"E, 582.28 feet to a calculated point at the beginning of a curve to the right;
5. with a curve to the right, 297.90 feet, having a radius of 1184.66 feet, a central angle of 14°24'28" and a chord bearing and distance of N77°54'54"E, 297.12 feet to a calculated point;
6. N04°51'54"W, 125.14 feet to a calculated point;
7. N23°10'37"E, 321.60 feet to a calculated point;
8. N13°08'23"W, 681.62 feet to a calculated point;
9. N31°45'00"E, 255.79 feet to a calculated point;
10. N08°23'37"E, 473.49 feet to a calculated point;
11. N02°33'01"W, 195.07 feet to a calculated point;
12. N30°53'10"W, 576.14 feet to a calculated point;
13. N01°26'31"W, 729.89 feet to a calculated point;
14. N38°05'39"W, 1250.80 feet to a calculated point;
15. N20°33'26"E, 282.73 feet a ½-inch iron rod with cap stamped "AST" set for the most westerly northwest corner of the herein described tract on the northerly line of said 1,971.29 acre tract, same being on the southerly line of Park Land Lot 23 of Arroyo Ranch, Section One, a subdivision of record in Volume 10, Page 180 of the Hays County Official Public Records;

THENCE, with the northerly line of said 1,971.29 acre tract, S82°42'45"E, 432.46 feet to a point located in the centerline of the remains of an old stone fence corner for an angle point in the north line of the herein described tract, from which a ½"-inch iron rod bears S88°19'W, 37.5 feet;

THENCE, continuing with said northerly line, N43°55'32"E, 1271.63 feet to a 2-inch metal fence post at the most northerly northwest corner of said 1,971.29 acre tract and being the common corners of Lots 12, 13 and 19, Block D of said Arroyo Ranch Section One subdivision;

THENCE, with the easterly line of said 1,971.29 acre tract the following courses and distances:

1. S46°19'30"E, at 185.02 feet passing the south line of said Arroyo Ranch subdivision and north line of a 20.3 acre tract described in a deed to F. Javier, Jr et al and recorded in Volume 2813, Page 359 of said Official Public Records and continuing for a total distance of 887.68 feet to a found ½-inch iron rod for the south corner of said Javier tract, same being the westerly corner of

a 21.15 acre tract described in a deed to Nancy L. Russell and Randall W. Russell and recorded in Volume 4385, Page 135 of said Official Public Records;

2. S46°48'04"E, 579.01 feet to a found ½-inch iron rod for the south corner of Russell and being the westerly corner of Quail Meadows Subdivision as recorded in Volume 7, Page 47 of the Hays County Plat Records;
3. With the southwesterly line of said subdivision, S46°06'19"E, 409.08 feet to ½-inch iron rod for angle point;
4. S47°09'10"E, 405.41 feet to ½-inch iron rod for angle point;
5. S47°52'54"E, 295.90 feet to ½-inch iron rod for angle point;
6. S47°18'52"E, 296.88 feet to ½-inch iron rod for angle point;
7. S47°21'24"E, 132.10 feet to ½-inch iron rod for angle point;
8. S47°07'34"E, 179.01 feet to ½-inch iron rod for angle point;
9. S46°55'27"E, 248.69 feet to ½-inch iron rod for most southerly corner of said subdivision and the westerly corner of a called 57.26 acre tract described in a deed to Kyle Mortgage Investors, LLC and recorded in Volume 3416, Page 789 of said Official Public Records;
10. S45°43'31"E, 436.59 feet to a fence post for angle point;
11. S46°32'55"E, 1447.00 feet to an iron rod with aluminum cap stamped "Kent McMillian" at an interior ell corner of said 1,971.29 acre tract;
12. Continuing with the easterly line of said 1,971.29 acre tract, S40°23'35"W, 1023.40 feet to a ½-inch iron rod found at the westerly corner of a called 1.259 acre tract described in a deed to Robin Robinson and recorded in Volume 5358, Page 587 of said Official Public Records;
13. S50°23'48"E, 255.70 feet to a fence post for angle point;
14. N40°43'43"E, 42.89 feet to a ½-inch iron rod with cap stamped "AST" set;
15. S52°09'40"E, at 85.22 feet passing a ½-inch iron rod found at the westerly corner of a called 0.72 acre tract described in a deed to Robin and Gale Robinson and recorded in Volume 4689, Page 363 of said Official Public Records and continuing for a total distance of 244.62 feet to a ½-inch iron rod with cap stamped "AST" set;
16. N43°53'50"E, 92.19 feet to a ½-inch iron rod with cap stamped "AST" set;
17. S78°26'49"E, 101.27 feet ½-inch iron rod found on the westerly right of way line of N. Old Stagecoach Road (width varies);
18. With said westerly right of way line, S16°21'49"E, 511.37 feet to a ½-inch iron rod with cap stamped "AST" set at the beginning of a non-tangent curve to the left on the southerly line of a proposed right of way;

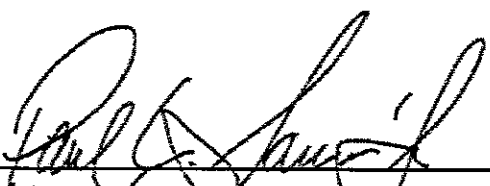
**THENCE**, leaving said westerly right of way line and crossing said 1,971.29 acre tract with the southerly line of said proposed right of way the following courses and distances:

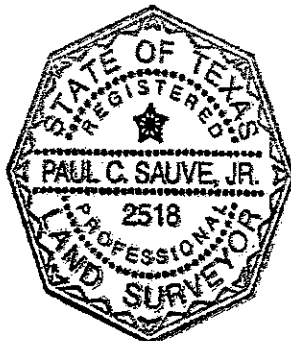
1. with said curve to the left, 172.56 feet, having a radius of 100.00 feet, a central angle of 98°52'18" and a chord bearing and distance of N65°54'54"W, 151.94 feet to a ½-inch iron rod with cap stamped "AST" set for point of tangency;

2. S64°38'57"W, 520.13 feet to ½-inch iron rod with cap stamped "AST" set at the beginning of a curve to the left;
3. with the arc of said curve to the left, 155.64 feet, having a radius of 615.00 feet, a central angle of 14°30'01" and a chord bearing and distance of S57°23'57"W, 155.23 feet to a point of tangency;
4. S50°08'56"W, 432.17 feet to the beginning of a curve to the right;
5. with the arc of said curve to the right, 1254.50 feet, having a radius of 1560.00 feet, a central angle of 46°04'32" and a chord bearing and distance of S73°11'12"W, 1220.97 feet a ½-inch iron rod with cap stamped "AST" set;
6. leaving said proposed right of way line with the meanders of a creek, S39°17'57"W, 243.43 feet to a calculated point;
7. S48°47'14"W, 226.76 feet to a calculated point;
8. S51°36'39"W, 699.50 feet to a calculated point;
9. S13°00'14"W, 359.30 feet to a calculated point;
10. S12°59'56"W, 728.47 feet to the **POINT OF BEGINNING** and containing 608.70 acres of land, more or less.

**SURVEYOR'S STATEMENT**

I hereby state that the included field note description was prepared from an actual survey made on the ground under my supervision and is true and correct, to the best of knowledge and belief.

  
 Paul C. Sauve, Jr., RPLS #2518  
 Austin Spatial Technologies, LLC  
 December 4, 2016, Revised August 23, 2017



GF # 01021-11157a GP  
 Stewart Title

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