

**CONSENT AGREEMENT
(Trails at Windy Hill)**

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

This Consent Agreement ("Agreement"), effective as of the last date of execution below (the "Effective Date") is between the **City of Kyle** (the "City"), a home-rule municipality, **North Hays County Municipal Utility District No. 1**, a conservation and reclamation district of the State of Texas (the "District") and **The Trails, LLC**, a Texas limited liability company (the "Developer"). In this Agreement, the City, the District and the Developer are sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Developer is the owner of approximately 244 acres of land being more particularly described in **Exhibit "A"** attached hereto (the "Land") that the Developer desires to develop for single family residential purposes;

WHEREAS, a portion of the Land is located within the extraterritorial jurisdiction of the City, and the Developer seeks annexation of the Land into the District for purposes of receiving retail wastewater services from the District; and

WHEREAS, the City has consented to the annexation of the Land by the District in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the Parties agree as follows.

**ARTICLE I
ANNEXATION BY DISTRICT**

Section 1.01 Consent to Annexation of Land.

(a) The City acknowledges receipt of the Developer's request, in accordance with Section 54.016 of the Texas Water Code and Section 42.0425 of the Texas Local Government Code, for consent to the annexation of the Land by the District. The City hereby consents to the inclusion of the Land into the boundaries of the District by annexation. On the Effective Date of this Agreement, the City has approved the resolution attached as **Exhibit B**, consenting to the inclusion of the Land within the boundaries of the District. The City agrees that the Resolution will be deemed to constitute the City's consent to the inclusion of the Land into the District by annexation, and that no further action will be required on the part of the City to evidence its consent to the inclusion of the Land into the District by annexation. Notwithstanding the foregoing, the City agrees to provide any additional confirmation of its consent that may be required by the Developer or the District if requested to do so.

(b) Developer agrees that as consideration for the City's consent to the inclusion of the Land into the District, it will not seek, petition, or consent to the creation of any other special taxing or assessment jurisdiction over the Land.

Section 1.02 Master Development Fee.

(a) As additional consideration for this Agreement, the Developer will cause to be paid to the City a "Master Development Fee" in an amount equal to TWO MILLION DOLLARS (\$2,000,000). The Master Development Fee shall be paid to the City solely out of the net Developer reimbursement from the proceeds from the issuance of bonds by the District for costs relating to or arising out of development of the Land. The Developer shall have no obligation to provide payment of the Master Development Fee from any other source. The District and the Developer hereby agree that all net proceeds (after payment of costs of issuance) of bonds issued by the District for reimbursement of Developer's costs will be paid directly to City by the District until such time as the City has received the Master Development Fee in full. Payments for the Master Development Fee shall be paid to the City within thirty days from the date of closing on a series of bonds subject to satisfaction by the Developer of all other conditions to payment and reimbursement, including conveyance of facilities. The Master Development Fee will be paid to the City in full before the Developer may receive any other reimbursement or payment from the District from bond proceeds. Upon request by the District or the City, Developer agrees to execute any written authorizations or assignments evidencing the payment of bond proceeds to the City in accordance with this Agreement.

(b) The parties recognize that the District must follow certain and precise steps to issue bonds, including obtaining the approval of the Texas Commission on Environmental Quality and the Office of the Attorney General, and that the District may only commence the process for the sale of bonds after Developer commences construction of the facilities for which reimbursement is to be made. The Developer agrees to use good faith efforts to commence construction of facilities on or before May 31, 2019 (subject to receipt of all regulatory approvals) and to diligently continue construction activities with the goal that bonds be issued on or before December 31, 2019 (the "Target Date"). The parties acknowledge and agree that the Target Date is only a good faith goal and not a deadline since these factors are beyond the parties' control.

(c) The City acknowledges and agrees that the source of payment of the Master Development Fee shall be bonds issued by the District for reimbursement of Developer's costs related to development of the Land and from no other source. By way of example, if the District issues bonds for purposes of funding any District infrastructure improvements not funded by the Developer, the City shall have absolutely no right to the proceeds of any such bonds.

Section 1.03 Additional Annexations by the District. The District shall not annex any additional lands located in City's extraterritorial jurisdiction into the District's boundaries without the prior written consent of the City in accordance with the laws of the State of Texas.

**ARTICLE II
ANNEXATION BY CITY**

Section 2.01 No Incorporation by District. The District and the Developer, on behalf of themselves and their respective successors and assigns, covenant and agree that, except upon written consent of the City, neither the District nor the Developer will: (1) seek or support any effort to incorporate the Land or any part thereof; (2) sign, join in, associate with, or direct to be signed any petition seeking to incorporate the Land or seeking to include the Land within the boundaries of any other special district, assessment jurisdiction, other municipality, or any other incorporated entity other than the City.

Section 2.02 Notice to Purchasers. In accordance with Section 49.452 of the Texas Water Code, the District shall file in the real property records of Hays County a statutory notice stating that the City has the right to annex the Land.

Section 2.03 Annexation by City. The City agrees that it will not annex any of the Land until (1) the termination of this Agreement, or (2) the completion of at least 90% of the construction of the public infrastructure necessary to serve the Land with water, wastewater, drainage facilities and other facilities eligible for reimbursement under the rules of TCEQ or other law, and either (i) bonds have been issued by the District for reimbursement of all eligible costs relating to such infrastructure, or (ii) the City has expressly agreed to assume the obligation to reimburse the Developer. On annexation, the City shall assume the obligations of the District, including the obligation for the payment of the District's outstanding debt obligations.

ARTICLE III ISSUANCE OF BONDS

Section 3.01. Bond Limitation. The District agrees that the total principal amount of all new money bonds that may be issued by the District, on a cumulative basis, shall not exceed \$22,285,000 without prior written approval by the City. This total principal amount of bonds shall be exclusive of, and shall not include, the principal amount of any refunding bonds issued by the District.

Section 3.02 Terms and Conditions of Bonds. The District shall obtain all necessary authorizations for the issuance of its bonds required under the laws of the State of Texas. Bonds issued by the District shall comply with the following requirements:

- (a) No bonds shall mature after the year 2047;
- (b) The interest rate on the District's bonds shall not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one month period immediately preceding the date that the notice of sale of such Bonds is given;
- (c) The bonds shall expressly provide that the District shall reserve the right to redeem Bonds at any time beginning not later than the tenth (10th) anniversary of the date of issuance, without premium;
- (d) Except for the last issuance of bonds, the District shall not be obligated to issue bonds in increments of less than \$1,000,000; and
- (e) Any refunding Bonds of the District must provide for a minimum of three percent (3%) present value savings, and, further, must provide that the latest maturity of the refunding Bonds may not extend beyond the latest maturity of the refunded Bonds.

Section 3.03. Economic Feasibility. The District will only issue bonds that are in compliance with the then-current economic feasibility guidelines established by the TCEQ for districts in Hays County, Texas.

Section 3.04. Notice of Bond Issues. At least thirty (30) days before the submission of an application for approval of issuance of bonds to the TCEQ or to the Attorney General, whichever occurs first, the District shall deliver to the City Secretary notice containing (a) the amount of the bonds being proposed for issuance; (b) a general description of the projects to be funded and/or the bonds to be refunded by such bonds; and (c) the proposed debt service of the District, and the District's tax rate after the issuance of the Bonds.

Section 3.05. Bond Objections. The City shall have a period of thirty (30) days after receiving the notice required by this Article III within which to object to the Bonds. The only basis for an objection by the City to a proposed bond issue shall be that the District or Developer is in default of a provision of this Agreement. If the City objects to a proposed bond issue ("City Objection"), such an objection (a) shall be in writing, (b) shall be given to the District; (c) shall be signed by the City Manager or the City Manager's designee, and (d) shall specifically identify the provision(s) in the this Agreement for which the District or Developer is in default. It shall not be a basis for a City Objection that the City disagrees with District's financial advisor as to the financial feasibility of the Bonds. In the event a City Objection is timely given to the District with respect to a specific bond application, the City and the District shall cooperate to resolve the City Objection within a reasonable time, and the Bond application to which the City Objection applies shall be delayed until the City Objection has been cured or waived.

Section 3.06. Official Statements. Within thirty (30) days after the District closes the sale of each series of Bonds, the District shall deliver to the City Secretary a copy of the final official statement for such series of the bonds at no cost to the City.

ARTICLE IV AUTHORITY

Section 4.01. Authority. This Agreement is entered into under the statutory authority of Section 54.016 of the Texas Water Code and Section 42.0425 of the Texas Local Government Code.

ARTICLE V TERM, ASSIGNMENT AND REMEDIES

Section 5.01. Term. This Agreement shall be effective from the Effective Date and shall continue in effect until the District is dissolved after annexation and its obligations are fully assumed by the City, at the City's sole election, or until terminated in writing by mutual agreement of the City, the District and the Developer.

Section 5.02. Assignment.

(a) Neither the District nor the City may assign this Agreement without the written consent of all other Parties.

(b) Developer may assign this Agreement, in whole or in part, and to any person or entity (an "Assignee"), provided that the following conditions are satisfied: (1) Assignee is a successor owner of all or any part of the Land; (2) Assignee has a contractual right to be reimbursed for water, sewer, or drainage improvements from bonds (or has a lien or other security interest in such reimbursements); (3) the assignment is in writing executed by Developer and Assignee; (4)

Assignee expressly assumes in the assignment any assigned obligations and expressly agrees in the assignment to observe, perform, and be bound by this Agreement to the extent this Agreement relates to the obligations, rights, titles, or interests assigned; (5) Assignee expressly assumes to cause the payment of the Master Development Fee to the City if the Assignee will be entitled to reimbursements from the District and the Master Development Fee has not been paid in full; and (6) a copy of the executed assignment is provided to all Parties. Provided all of the foregoing conditions are satisfied, from and after the date the assignment is executed by Developer and Assignee, the City agrees to look solely to Assignee for the performance of all obligation assigned to Assignee and agrees that Developer shall be released from performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment. Developer shall maintain written records of all assignments made by Developer and, upon written request from any Party or Assignee, shall provide a copy of such records to the requesting person or entity. It is specifically intended that this Agreement, and all terms, conditions and covenants herein, shall survive a transfer, conveyance, or assignment occasioned by the exercise of foreclosure of lien rights by a creditor or a Party, whether judicial or non-judicial. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and Assignees.

(c) This Agreement is not intended to be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully developed and improved lot within the Land, nor is it intended to confer upon any such person the status of third-party beneficiary.

Section 5.03. Remedies. In the event of default by any Party, a non-defaulting party may give the defaulting Party written notice specifying the default (the "Notice"). If the defaulting Party fails to fully cure any default that can be cured by the payment of money ("Monetary Default") within 30 days after receipt of the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 30 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, then the other parties shall be entitled to enforce the provisions of this Agreement as allowed by law, including but not limited to a proper writ issued by a court of competent jurisdiction compelling and requiring the defaulting party to observe and perform the covenants, obligations and conditions described in this Agreement. No Party shall be responsible for breach of this Agreement by another Party.

Section 5.04. Cooperation.

(a) The City, the Developer, and the District each agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder.

(b) In the event of any third party lawsuit or other claim relating to the validity of this Agreement or any actions taken hereunder, the City, the Developer, the District agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution in their respective rights and obligations under this Agreement.

**ARTICLE VI
MISCELLANEOUS PROVISIONS**

Section 6.01. Notice. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; or (ii) by depositing it with

Federal Express or another service guaranteeing “next day delivery”, addressed to the Party to be notified and with all charges prepaid; (iii) by personally delivering it to the Party, or any agent of the Party listed in this Agreement, or (iv) by facsimile with confirming copy sent by one of the other described methods of notice set forth. Notice by United States mail will be effective on the earlier of the date of receipt or 3 days after the date of mailing. Notice give in any other manner will be effective only when received. For purposes of notice, the addresses of Parties will, until changed as provided below, be as follows:

City: City of Kyle
Attn: City Manager
100 W. Center Street
Kyle, Texas 78640

With Required Copy to:

Paige Saenz
City Attorney
The Knight Law Firm, LLP
Executive Office Terrace
223 West Anderson Lane, Suite A-105
Austin, Texas 78752

Developer:

The Trails, LLC
Attn: Doug Moss
9100 Calera Drive, Unit 10
Austin, Texas 78735-1576

The Trails, LLC
Attn: Charles Holbrook
10 Rainey St., No. 2502
Austin, Texas 78701

District:

North Hays County Municipal Utility District No. 1
c/o McLean & Howard, LLP
Barton Oaks Plaza, Building II
901 South MoPac Expressway, Suite 225
Austin, Texas 78746

The Parties may change their respective addresses to any other address within the United States of America by giving at least five (5) days’ written notice to the other parties. The Developer and the District may, be giving at least five (5) days’ written notice to the City, designate additional parties to receive copies of notices under this Agreement.

Section 6.02 Impact on District Rights. Except as explicitly set forth herein, this Agreement shall not limit or alter the rights, powers and authority of the District under the laws of the State of Texas.

Section 6.03 Severability; Waiver.

(a) If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible.

(b) Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement will not be deemed a waiver thereof or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 6.04. Applicable Law and Venue. The interpretation, performance, enforcement and validity of this Agreement are governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Hays County, Texas.

Section 6.05. Entire Agreement. This Agreement together with the exhibits contains the entire agreement of the Parties relating to the subject matter hereof. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the Parties.

Section 6.06. Exhibits, Headings, Construction and Counterparts. All exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The Parties acknowledge that each of them has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective as of the Effective Date only when one or more counterparts, individually or taken together, bear the signatures of all of the Parties.

Section 6.07. Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

- Exhibit A: Metes and Bounds Description of the Land
- Exhibit B: City Consent Resolution

Section 6.08. Recordation. This Agreement shall be recorded in the records of Hays County, Texas at Developer's expense

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the dates indicated below.

(notarized signature pages to follow)

CITY OF KYLE, TEXAS

By: *Travis Mitchell*

Name: Travis Mitchell

Title: Mayor

Date: 8/14/2018

ATTEST:

By: *Jennifer A. Vetrano*

Name: Jennifer A. Vetrano

Title: City Secretary

THE STATE OF TEXAS

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COUNTY OF HAYS

This instrument was acknowledged before me this 15 day of August, 2018, by Travis Mitchell, Mayor of the City of Kyle, Texas, a home-rule city, on behalf of the city.

Yvette Aleman

Notary Public Signature

Printed Name: Yvette Aleman

My Commission Expires: 1-28-2020

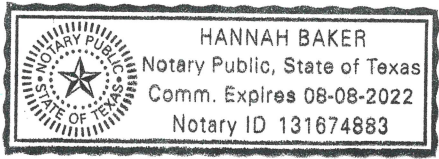


THE TRAILS, LLC, a Texas limited liability company

By: Douglas G. Moss
Name: DOUGLAS G. MOSS
Title: PARTNER
Date: 9-5-18

THE STATE OF TEXAS §
 §
COUNTY OF Travis §

This instrument was acknowledged before me this 5 day of September 2018, by Douglas G. Moss, Partner of The Trails, LLC, a Texas limited liability company, on behalf of said limited liability company.



Hannah Baker
Notary Public Signature
Printed Name: Hannah Baker
My Commission Expires: 8/8/2022

NORTH HAYS COUNTY MUNICIPAL
UTILITY DISTRICT NO. 1

By: [Signature]

Name: Michael Chase

Title: President

Date: August 27, 2018

ATTEST:

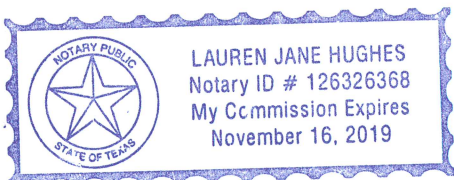
[Signature]
By: _____

Name: Michael Hieber

Title: Secretary

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me this 27th day of August, 2018, by Michael Chase, President of North Hays County Municipal Utility District No. 1, a Texas conservation and reclamation district, on behalf of said district.



[Signature]
Notary Public Signature
Printed Name: Lauren Hughes
My Commission Expires: 11/16/2019

Exhibit "A"

Metes and Bounds Description of the Land

EXHIBIT "A"

LAND

TRACT 1: Being all of that certain tract or parcel of land containing 159.2631 acres, more or less, situated in the Z. HINTON SURVEY NO. 4, ABSTRACT NO. 219, and the JONATHAN WILLIAMS SURVEY, ABSTRACT NO. 538, Hays County, Texas, said tract being more particularly described by metes and bounds shown on Exhibit "A-1" attached hereto and made a part hereof.

TRACT 2: Being all of that certain tract or parcel of land containing 2.4966 acres, more or less, situated in the Z. HINTON SURVEY NO. 4, ABSTRACT NO. 219, and the JONATHAN WILLIAMS SURVEY, ABSTRACT NO. 538, Hays County, Texas, said tract being more particularly described by metes and bounds shown on Exhibit "A-2" attached hereto and made a part hereof.

TRACT 3: Being all of that certain tract or parcel of land containing 81.3113 acres, more or less, situated in the SAMUEL LITTLE SURVEY, NO. 8, ABSTRACT NO. 286, Hays County, Texas, said tract being more particularly described by metes and bounds shown on Exhibit "A-3" attached hereto and made a part hereof.

TRACT 4: Being all of that certain tract or parcel of land containing 0.9999 acres, more or less, situated in the SAMUEL LITTLE SURVEY, NO. 8, ABSTRACT NO. 286, Hays County, Texas, said tract being more particularly described by metes and bounds shown on Exhibit "A-4" attached hereto and made a part hereof.

EXHIBIT "A-1"

TRACT 1

159.2631 Acres
Tract 1
Page 1 of 4

Jonathan Williams Survey, Abstract No. 538
Z Hinton Survey No. 4, Abstract No. 219
June 12, 2017
16525.20

STATE OF TEXAS §
 §
COUNTY OF HAYS §

FIELDNOTE DESCRIPTION of a 159.2631 acre tract out of the Jonathan Williams Survey, Abstract No. 538 and the Z. Hinton Survey No. 4, Abstract No. 219 in Hays County, Texas, being the remainder of that 161.170 acre tract, described as Exhibit A, as conveyed to D. E. and Nova Crumley Family Limited Partnership by deed recorded in Volume 1508, Page 697 of the Official Public Records of Hays County, Texas; the said 159.2631 acre tract is more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found in a 26 inch Hackberry tree, on the existing northeast right-of-way line of Mathias Lane (County Road 129), for the most westerly corner of the said 161.170 acre tract, same being the most southerly corner of that 1.293 acre tract, described as Tract 2, conveyed to Crumley Rental Properties, Inc. by deed recorded in Volume 1508, Page 705 of the said Official Public Records, from which a ½" iron rod, without cap, found on the northerly right-of-way line of Mathias Lane, for the most westerly corner of that 1.293 acre tract, described as Tract 1, conveyed to Crumley Rental Properties, Inc. by deed recorded in Volume 1508, Page 708 of the said Official Public Records, bears N48°21'00"W, 240.88 feet;

THENCE, leaving the northeast right-of-way line of Mathias Lane, with the common line between the said 161.170 acre tract, the said 1.293 acre tract (Tract 2) and the 1.293 acre tract (Tract 1), for the following two (2) courses:

- 1) N48°57'57"E, 418.05 feet to a ½" iron rod, without cap, found for corner;
- 2) N44°44'11"W, 288.91 feet to a ½" iron rod, without cap, found for the most northerly corner of the aforesaid 1.293 acre tract (Tract 1), being on the easterly line of Lot 1, Block 4, Rolling Hills Estates, Section 1, a subdivision recorded in Book 1, Page 213 of the Plat Records of Hays County, Texas;

THENCE, N43°08'09"E, leaving the northeast line of the said 1.293 acre tract (Tract 1), with the northwest line of the 161.170 acre tract and southeast line of Rolling Hills Estates, Section 1, subdivision, at 1128.42 feet pass a ½" iron rod, without cap, found 1.1 feet to the right, at 1226.59 feet pass a ½" iron rod, without cap, found on line, for a total distance of 1490.79 feet to a calculated point for the most northerly corner of the herein described tract, same being the most northerly corner of the aforesaid 161.170 acre tract and an ell corner on the southerly line of aforesaid Rolling Hills Estates, Section 1, subdivision, from which a fence post found, bears N43°08'09"E, 0.68 feet;

Exhibit "A-1"

Tract 1
Page 1

THENCE, S47°11'31"E, with the northeast line of the said 161.170 acre tract, at a distance of 0.45 feet pass a ½" iron rod, without cap, found 1.28 feet to the right, at a calculated distance of 346.50 feet pass the southeast corner of aforesaid Rolling Hills Estates, Section 1, subdivision, being the most westerly corner of Rolling Hills Estates, Section 2, a subdivision recorded in Book 1, Page 215 of the said Plat Records, and continuing with the southwest line of said Rolling Hills Estates, Section 2, subdivision, at a distance of 760.67 feet pass a ½" iron rod, without cap, found 0.9 feet to the right, at a distance of 835.31 feet pass a ½" iron rod, without cap, found on line, at a distance of 909.51 feet pass a ½" iron rod, without cap, found 1.3 feet to the left, for a total distance of 1331.48 feet to a ½" iron rod, without cap, found for the most southerly corner of aforesaid Rolling Hills Estates, Section 2, subdivision, same being the most westerly corner of that 190.258 acre tract, described as Tract 3, conveyed to Studio Estates, LLC, by deed recorded in Volume 5063, Page 491 of the said Official Public Records;

THENCE, S46°54'58"E, leaving the southeast line of said Rolling Hills Estates, Section 2, with the northeast line of the said 161.170 acre tract, being the southwest line of the 190.258 acre tract, for a distance of 2577.55 feet to a 1/2" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for the most easterly corner of the herein described tract, same being the most easterly corner of the 161.170 acre tract and the most northerly corner of Meadow Vista, Section 2, a subdivision recorded in Book 11, Page 85 of the said Plat Records;

THENCE, S43°37'40"W, leaving the southwest line of the said 190.258 acre tract, with the common southeast line of the 161.170 acre tract and northwest line of Meadow Vista, Section 2, subdivision, 1160.59 feet to a ½" iron rod, with plastic cap marked "Carson and Bush", found for the most easterly corner of Foster Place, Section Two, a subdivision recorded in Book 12, Page 176 of the said Plat Records, from which a ½" iron rod, with plastic cap marked "Carson and Bush", found for the most westerly corner of aforesaid Meadow Vista, Section 2, subdivision, being the most northerly corner of Meadow Vista, Section 1, a subdivision recorded in Book 9, Page 40 of the said Plat Records and a point on the southeast line of said Foster Place, Section Two, subdivision, bears S43°01'20"W, 18.77 feet;

THENCE, leaving the northwest line of said Meadow Vista, Section 2, subdivision, across the said 161.170 acre tract, with the northerly line of said Foster Place, Section Two, subdivision, for the following two (2) courses:

- 1) N46°25'05"W, 231.26 feet to a ½" iron rod, with plastic cap marked "Carson and Bush", found for corner;
- 2) S43°46'50"W, 123.48 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for corner, from which a ½" iron rod, with plastic cap marked "Carson and Bush, found for an angle point on the aforesaid Foster Place, Section Two, subdivision bears S43°46'50"W, 47.25 feet;

THENCE, leaving the northwest line of Foster Place, Section Two, subdivision and continuing across the said 161.170 acre tract, for the following two (2) courses:

- 1) N46°13'10"W, 143.00 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for corner;

Exhibit "A-1"

- 2) S43°46'50"W, 344.19 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found on the southwest line of the aforesaid 161.170 acre tract, same being the northeast right-of-way line of existing Mathias Lane, from which a 60d nail found in a fence corner post on the common northeast right-of-way line of said Mathias Lane and southwest line off the 161.170 acre tract, same being the most westerly corner of that 1.143 acre tract conveyed to Crumley Rental Properties, Inc. by deed recorded in Volume 1508, Page 712 of the said Official Public Records, bears S74°25'34"E, 90.15 feet;

THENCE, with the common southwest line of the 161.170 acre tract and northeast right-of-way line of Mathias Lane, for the following three (3) courses:

- 1) N74°25'34"W, 643.34 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc., found for corner;
- 2) N50°14'21"W, 169.42 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc., found for corner;
- 3) N46°50'00"W, 481.98 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc., found for the most westerly southwest remainder corner of that 100 acre tract, described as Tract I, conveyed to D.E. Crumley by deed recorded in Volume 208, Page 354 of the Deed Records of Hays County, Texas and the remainder of that 100.00 acre tract as conveyed to D.E. Crumley by deed recorded in Volume 372, Page 318 of the said Deed Records and as further described in in Volume 155, Page 532 of the said Deed Records;

THENCE, leaving the northeast right-of-way line of Mathias Lane, with the common line between the said 161.107 acre tract and the remainder of the 100 acre tract (Tract I) and 100.00 acre tract, for the following eight (8) courses:

- 1) N11°47'53"E, 20.48 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc., set for corner;
- 2) N43°22'40"E, 829.17 feet to a ½" iron rod found, without cap, for corner;
- 3) S58°05'43"E, 245.47 feet to a ½" iron rod found, without cap, for corner;
- 4) N23°20'06"E, 367.35 feet to a ½" iron rod found, without cap, for corner;
- 5) N55°40'29"W, 236.32 feet to a ½" iron rod found, without cap, for corner;
- 6) S28°15'03"W, 373.10 feet to a ½" iron rod found, without cap, for corner;
- 7) S43°04'12"W, 826.33 feet to a ½" iron rod found, without cap, for corner;
- 8) S76°52'04"W, 20.56 feet to a ½" iron rod found, without cap, for the most westerly northwest corner of the aforesaid remainder of the 100 acre tract (Tract I), same being a point on the northeast right-of-way line of aforesaid Mathias Lane;

159.2631 Acres
Tract 1
Page 4 of 4

Jonathan Williams Survey, Abstract No. 538
Z Hinton Survey No. 4, Abstract No. 219
June 12, 2017
16525.20

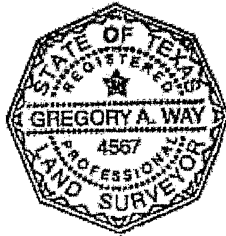
THENCE, with the common southwest line of the 161.170 acre tract and northeast right-of-way line of Mathias Lane, for the following two (2) courses:

- 1) N46°48'47"W, 1577.63 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for corner;
- 2) N46°24'06"W, for a distance of 435.26 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 159.2631 acres of land area.

Basis of Bearing is the Texas State Plane Coordinate System, South Central Zone, NAD83 (Grid).

I, Gregory A. Way, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge 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, this the 12th day of June, 2017.



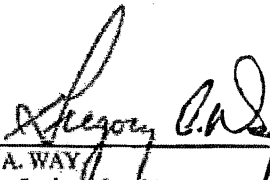

GREGORY A. WAY
Registered Professional Land Surveyor
No. 4567 State of Texas

EXHIBIT "A-2"

TRACT 2

2.4966 Acres
Tract 2
Page 1 of 2

Jonathan Williams Survey, Abstract No. 538
Z. Hinton Survey No. 4, Abstract No. 219
June 12, 2017
16525.20

STATE OF TEXAS §
 §
COUNTY OF HAYS §

FIELDNOTE DESCRIPTION of a 2.4966 acre tract out of the Jonathan Williams Survey, Abstract No. 538 and the Z. Hinton Survey No. 4, Abstract No. 219 in Hays County, Texas, being a remainder portion of that 100 acre tract, described as Tract I, as conveyed to D. E. Crumley, by deed recorded in Volume 208, Page 354 of the Deed Records of Hays County, Texas and that 100.00 acre tract as conveyed to D. E. Crumley by deed recorded in Volume 372, Page 318 of the said Deed Records, and as described in Volume 155, Page 532 of the said Deed Records; the said 2.4966 acre tract is more particularly described by metes and bounds as follows:

COMMENCING at a ½" iron rod, with plastic cap marked "Capital Surveying Co., Inc.", found in a 26 inch Hackberry tree, on the existing northeast right-of-way line of Mathias Lane (County Road 129), for the most westerly corner of that 161.170 acre tract, as conveyed to the D.E. and Nova Crumley Family Limited Partnership by deed recorded in Volume 1508, Page 697 of the Official Public Records of Hays County, Texas, same being the most southerly corner of that 1.293 acre tract, described as Tract 2, as conveyed to Crumley Rental Properties, Inc., by the deed recorded in Volume 1508, Page 705 of the said Official Public Records, from which a ½" iron rod, without cap, found on the northeast right-of-way line of Mathias Lane, for the most westerly corner of that 1.293 acre tract conveyed to Crumley Rental Properties, Inc., by deed recorded in Volume 1508, Page 708 of the said Official Public Records, bears N48°21'00"W, 240.88 feet;

THENCE, leaving the southwest line of the said 1.293 acre tract, with the common northeast right-of-way line of Mathias Lane and the southwest line of the said 161.170 acre tract, for the following two (2) courses:

- 1) S46°24'06"E, 435.26 feet to a ½" iron , with plastic cap marked "Capital Surveying Co., Inc.", found;
- 2) S46°48'47"E, 1577.63 feet to a ½" iron rod, without cap, found for the southwest corner and POINT OF BEGINNING of the herein described tract;

THENCE, leaving the northeast right-of-way line of Mathias Lane, with the perimeter line of the said 161.170 acre tract, being the said remainder line of the 100 acre tract (Tract I), and the said 100.00 acre tract, for the following eight (8) courses:

- 1) N76°52'04"E, 20.56 feet to a ½" iron rod found, without cap, for corner;
- 2) N43°04'12"E, 826.33 feet to a ½" iron rod found, without cap, for corner;
- 3) N28°15'03"E, 373.10 feet to a ½" iron rod found, without cap, for the most northerly corner of the herein described tract;
- 4) S55°40'29"E, 236.32 feet to a ½" iron rod found, without cap, for the most easterly corner of the herein described tract;

Exhibit "A-2"

Tract 2
Page 1

2.4966 Acres
Tract 2
Page 2 of 2

Jonathan Williams Survey, Abstract No. 538
Z. Hinton Survey No. 4, Abstract No. 219
June 12, 2017
16525.20

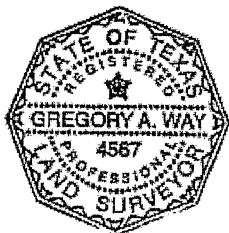
- 5) S23°20'06"W, 367.35 feet to a ½" iron rod found, without cap, for corner;
- 6) N58°05'43"W, 245.47 feet to a ½" iron rod found, without cap, for corner;
- 7) S43°22'40"W, 829.17 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Co., Inc.", found for corner;
- 8) S11°47'53"W, 20.48 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Co., Inc.", found on the aforesaid northeast right-of-way line of Mathias Lane (County Road 129), the southeast corner of the herein described tract and an ell corner of the aforesaid 161.170 acre tract;

THENCE, N47°01'35"W, leaving the said 161.170 acre tract, with the common southerly remainder line of the said 100 acre tract (Tract 1) and northeast right-of-way line of Mathias Lane, for a distance of 38.98 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 2.4966 acres of land area.

Basis of Bearing is the Texas State Plane Coordinate System, South Central Zone, NAD83 (Grid).

I, Gregory A. Way, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge 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, this the 12th day of June, 2017.



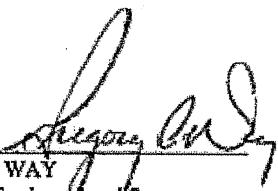

GREGORY A. WAY
Registered Professional Land Surveyor
No. 4567 State of Texas

EXHIBIT "A-3"

TRACT 3

81.3113 Acres
Tract 3
Page 1 of 3

Samuel Little Survey No. 8, Abstract No. 286
June 12, 2017
16525.20

STATE OF TEXAS §
 §
COUNTY OF HAYS §

FIELDNOTE DESCRIPTION of a 81.3113 acre tract out of the Samuel Little Survey No. 8, Abstract No. 286 in Hays County, Texas, being a portion of that 100.467 acre tract, described as Exhibit B, as conveyed to D. E. and Nova Crumley Family Limited Partnership by deed recorded in Volume 1508, Page 697 of the Official Public Records of Hays County, Texas; the said 81.3113 acre tract is more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod found, with plastic cap marked "Bush", for an angle point on the northeast line of the aforesaid 100.467 acre tract, being on the southwest right-of-way line of Mathias Lane (County Road 129 - right-of-way varies) and the northwest corner of Foster Place, Section Three, a subdivision recorded in Book 18, Page 68 of the Plat Records of Hays County, Texas;

THENCE, S11°29'01"E, leaving the southwest right-of-way line of Mathias Lane, across the said 100.467 acre tract, with the westerly line of Foster Place, Section Three subdivision, for a distance of 191.92 feet to a ½" iron rod, with cap marked "Capital Surveying Company, Inc.", found for the southwest corner of aforesaid Foster Place, Section Three, being the most northerly corner of Foster Place, a subdivision recorded in Book 10, Page 103 of the said Plat Records;

THENCE, S43°37'45"W, continuing across the said 100.467 acre tract, with the northwest line of Foster Place subdivision, for a distance of 859.52 feet to a ½" iron rod, with cap marked "Capital Surveying Company, Inc.", found for the southwest corner of aforesaid Foster Place subdivision, being on the southwest line of the aforesaid 100.467 acre tract and a point on the northeast line of that 25.44 acre tract conveyed to Nastassja Ladden by deed recorded in Volume 4572, Page 828 of the said Official Public Records, from which a ½" iron rod found, without cap, for the most southerly corner of aforesaid Foster Place subdivision, being the most easterly corner of the said 25.44 acre tract and a point on the northwest right-of-way line of Foster Place Road (County Road 125), bears S46°58'36"E, 537.61 feet;

THENCE, N46°58'36"W, leaving the northwest line of Foster Place subdivision, with the southerly line of the said 100.467 acre tract, at a distance of 1731.22 feet pass a ½" iron rod found, without cap, 0.69 feet to the left for the most northerly corner of the aforesaid 25.44 acre tract, being a southeast corner of that 12.565 acre tract conveyed to Lozell L. Logan and Mary C. Logan by deed recorded in Volume 303, Page 388 of the Deed Records of Hays County, Texas, and continuing for a total distance of 2593.69 feet to a ½" iron rod, without cap, found for the most northerly corner of the said 12.565 acre tract, being the most easterly corner of that 22.00 acre tract conveyed to Lozell L. Logan and Mary C. Logan by deed recorded in Volume 233, Page 283 of the said Deed Records;

THENCE, N46°52'08"W, leaving the northerly line of the said 12.565 acre tract, with the common southwest line of the 100.467 acre tract and northeast line of the 22.00 acre tract, for a distance of 1333.83 feet to a ½" iron rod, with cap marked "Capital Surveying Company, Inc.", found for the most westerly corner of the aforesaid 100.467 acre tract, being on the easterly right-of-way line of Windy Hill Road (County Road 131 - right-of-way varies);

THENCE, N44°23'29"E, leaving the northerly line of the said 22.00 acre tract, with the common northwest line of 100.467 acre tract and southeast right-of-way line of Windy Hill Road, same being the southeast line of that 0.328 acre tract conveyed for additional right-of-way in Volume 1149, Page 410 of the said Official Public Records, for a distance of 339.61 feet to a fence corner post found, for the most westerly corner of that 2.00 acre tract conveyed to Renan Cevallos by deed recorded in Document No. 2014-14001965 of the said Official Public Records;

THENCE, leaving the easterly right-of-way line of Windy Hill Road and crossing through the said 100.467 acre tract, with the southwest and southeast lines of the said 2.00 acre tract, for the following two (2) courses:

- 1) S46°12'24"E, 280.88 feet to a ½" iron rod, with cap marked "Hayes RPLS 5703", found;
- 2) N44°25'43"E, 310.00 feet to a ½" iron rod, with cap marked "Hayes RPLS 5703", found on for the most easterly corner of the said 2.00 acre tract, being on the southwest line of Lot 1, Kyle Project, LLC, a subdivision recorded in Book 16, Page 323 of the said Plat Records;

THENCE, S46°12'24"E, leaving the easterly line of the said 2.00 acre tract and continuing across the said 100.467 acre tract, with the southwest line of said Lot 1, for a distance of 122.77 feet to a ½" iron rod, with plastic cap marked "4160.", found for the most southerly corner of aforesaid Lot 1;

THENCE, N44°32'17"E, continuing across the said 100.467 acre tract, with the southeast line of said Lot 1, at a distance of 324.25 feet pass a ½" iron rod, with plastic cap marked "4160", found for the most easterly corner of aforesaid Lot 1 and continuing for a total distance of 328.14 feet to a ½" iron rod, with marked "Capital Surveying Company, Inc.", found for the most northerly corner of the herein described tract, same being a point on the common northeast line of the aforesaid 100.467 acre tract and southwest right-of-way line of Mathias Drive;

THENCE, S46°54'53"E, with the common southwest right-of-way line of Mathias Drive and northeast line of the said 100.467 acre tract, 2376.26 feet to a calculated angle point on the northeast line of the said 100.467 acre tract, being the most northerly corner of that 1.00 acre tract conveyed to Crumley Rental Properties, Inc. by deed recorded in Volume 1508, Page 715 of the said Official Public Records;

THENCE, leaving the southwest right-of-way line of Mathias Lane, with the common line between the said 100.467 acre tract and 1.00 acre tract, for the following seven (7) courses:

- 1) S50°49'45"W, 220.48 feet to a cotton gin spindle found for corner;
- 2) N39°00'44"W, 87.63 feet to a ½" iron rod found, without cap, for corner;
- 3) N50°05'51"E, 46.57 feet to a calculated point for corner;
- 4) N46°53'55"W, 130.19 feet to a calculated point for corner;
- 5) S43°05'05"W, 154.98 feet to a calculated point for corner, from which a ½" iron rod found, without cap, bears S50°25'57"W, 1.88 feet;
- 6) S46°54'55"E, 248.29 feet to a ½" iron rod found, without cap, for the most southerly corner of the aforesaid 1.00 acre tract;

Exhibit "A-3"

81.3113 Acres
Tract 3
Page 3 of 3

Samuel Little Survey No. 8, Abstract No. 286
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- 7) N50°53'16"E, 318.09 feet to a calculated point for the northeast corner of the aforesaid 1.00 acre tract, being a northerly corner of the 100.467 acre tract and a point on the southwest right-of-way line of Mathias Lane;

THENCE, S46°54'53"E, leaving the easterly line of the said 1.00 acre tract, with the common northeast line of the said 100.467 acre tract and southwest right-of-way line of Mathias Lane, for a distance of 925.62 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 81.3113 acres of land area.

Basis of Bearing is the Texas State Plane Coordinate System, South Central Zone, NAD83 (Grid).

I, Gregory A. Way, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge 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, this the 12th day of June, 2017.



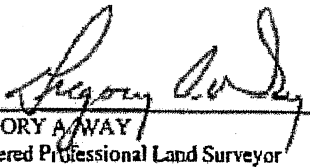

GREGORY A. WAY
Registered Professional Land Surveyor
No. 4567 State of Texas

EXHIBIT "A-4"

TRACT 4

0.9999 Acres
Tract 4
Page 1 of 2

Samuel Little Survey No. 8, Abstract No. 286
June 12, 2017
16525.20

STATE OF TEXAS §
 §
COUNTY OF HAYS §

FIELDNOTE DESCRIPTION of a 0.9999 acre tract out of the Samuel Little Survey No. 8, Abstract No. 286 in Hays County, Texas, being all of that 1.00 acre tract as conveyed to Crumley Rental Properties Inc. by deed recorded in Volume 1508, Page 715 of the Official Public Records of Hays County, Texas; the said 0.9999 acre tract is more particularly described by metes and bounds as follows:

COMMENCING at a 1/2" iron rod found, with plastic cap marked "Bush", for an angle point on the northeast line of the that 100.467 acre tract conveyed to D. E. and Nova Crumley Family Limited Partnership by deed recorded in Volume 1508, Page 697 of the said Official Public Records, being on the southwest right-of-way line of Mathias Lane (County Road 129 - right-of-way varies) and the northwest corner of Foster Place, Section Three, a subdivision recorded in Book 18, Page 68 of the Plat Records of Hays County, Texas, from which a 1/4" iron rod found, with cap marked "Bush", on the common north line of said Foster Place, Section Three and the south right-of-way line of Mathias Lane, bears S73°14'25"E, 689.07 feet;

THENCE, N46°54'53"W, leaving the westerly line of said Foster Place, Section Three subdivision, with the common southwest right-of-way line of Mathias Lane and northeast line of the said 100.467 acre tract, for a distance of 925.62 feet to a calculated point for the northeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, leaving the southwest right-of-way line of Mathias Lane, with the common line between the said 100.467 acre tract and 1.00 acre tract, for the following seven (7) courses:

- 1) S50°53'16"W, 318.09 feet to a 1/2" iron rod found, without cap, for corner;
- 2) N46°54'55"W, 248.29 feet to a calculated point for corner, from which a 1/2" iron rod found, without cap, bears S50°25'57"W, 1.88 feet;
- 3) N43°05'05"E, 154.98 feet to a calculated point for corner;
- 4) S46°53'55"E, 130.19 feet to a calculated point for corner;
- 5) S50°05'51"W, 46.57 feet to a 1/2" iron rod found, without cap, for corner;
- 6) S39°00'44"E, 87.63 feet to a cotton gin spindle found for corner;
- 7) N50°49'45"E, 220.48 feet to a calculated point for the most northerly corner of the aforesaid 1.00 acre tract, being a northerly corner of the 100.467 acre tract and a point on the aforesaid southwest right-of-way line of Mathias Lane, from which a 1/2" iron rod, with plastic cap marked "4160", found for the most easterly corner of Lot 1 Kyle Project, LLC, a subdivision recorded in Book 16, Page 323 of the said Plat Records, bears N46°54'53"W, with the common northeast line of the said 100.467 acre tract and southwest right-of-way line of Mathias Lane, 2376.26 feet to a 1/2" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found and S44°32'17"W, 3.89 feet;

0.9999 Acres
Tract 4
Page 2 of 2

Samuel Little Survey No. 8, Abstract No. 286
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THENCE, $546^{\circ}54'53''$ E, leaving the northeast line of the said 100.467 acre tract, with the common northeast line of the said 1.00 acre tract and southwest right-of-way line of Mathias Lane, for a distance of 50.47 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 0.9999 acres of land area.

Basis of Bearing is the Texas State Plane Coordinate System, South Central Zone, NAD83 (Grid).

I, Gregory A. Way, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge 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, this the 12th day of June, 2017.



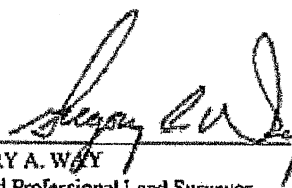

GREGORY A. WAY
Registered Professional Land Surveyor
No. 4567 State of Texas

Exhibit "B"
City Consent Resolution

RESOLUTION NO. 1111

**A RESOLUTION OF THE CITY OF KYLE, TEXAS
CONSENTING TO THE ANNEXATION OF LAND INTO
NORTH HAYS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1**

WHEREAS, the City of Kyle ("City") has received, pursuant to and in accordance with the provisions of Chapters 49 and 54 of the Texas Water Code and Section 42.0425, Texas Local Government Code, a request for the written consent of the City to the inclusion by annexation of approximately 244 acres of land into the boundaries of North Hays County Municipal Utility District No. 1 (the "District");

WHEREAS, the land to be included by annexation into the boundaries of the District is described by metes and bounds on Exhibit "A" attached hereto (the "Property"). The Property is partially located in the extraterritorial jurisdiction of the City; and

WHEREAS, the City of Kyle desires to grant its written consent to the inclusion of the Property into North Hays County Municipal Utility District No. 1; Now, Therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS,
THAT:**

Section 1. The City of Kyle, Texas hereby consents to the annexation of the Property, as more particularly described on Exhibit "A" attached hereto, into North Hays County Municipal Utility District No. 1.

PASSED AND APPROVED this 7th day of August, 2018.



Mayor

ATTEST:



City Secretary

(SEAL)

Exhibit “A” to Consent Resolution

Property Description

EXHIBIT "A"

LAND

TRACT 1: Being all of that certain tract or parcel of land containing 159.2631 acres, more or less, situated in the Z. HINTON SURVEY NO. 4, ABSTRACT NO. 219, and the JONATHAN WILLIAMS SURVEY, ABSTRACT NO. 538, Hays County, Texas, said tract being more particularly described by metes and bounds shown on Exhibit "A-1" attached hereto and made a part hereof.

TRACT 2: Being all of that certain tract or parcel of land containing 2.4966 acres, more or less, situated in the Z. HINTON SURVEY NO. 4, ABSTRACT NO. 219, and the JONATHAN WILLIAMS SURVEY, ABSTRACT NO. 538, Hays County, Texas, said tract being more particularly described by metes and bounds shown on Exhibit "A-2" attached hereto and made a part hereof.

TRACT 3: Being all of that certain tract or parcel of land containing 81.3113 acres, more or less, situated in the SAMUEL LITTLE SURVEY, NO. 8, ABSTRACT NO. 286, Hays County, Texas, said tract being more particularly described by metes and bounds shown on Exhibit "A-3" attached hereto and made a part hereof.

TRACT 4: Being all of that certain tract or parcel of land containing 0.9999 acres, more or less, situated in the SAMUEL LITTLE SURVEY, NO. 8, ABSTRACT NO. 286, Hays County, Texas, said tract being more particularly described by metes and bounds shown on Exhibit "A-4" attached hereto and made a part hereof.

EXHIBIT "A-1"

TRACT 1

159.2631 Acres
Tract 1
Page 1 of 4

Jonathan Williams Survey, Abstract No. 538
Z Hinton Survey No. 4, Abstract No. 219
June 12, 2017
16525.20

STATE OF TEXAS §
 §
COUNTY OF HAYS §

FIELDNOTE DESCRIPTION of a 159.2631 acre tract out of the Jonathan Williams Survey, Abstract No. 538 and the Z. Hinton Survey No. 4, Abstract No. 219 in Hays County, Texas, being the remainder of that 161.170 acre tract, described as Exhibit A, as conveyed to D. E. and Nova Crumley Family Limited Partnership by deed recorded in Volume 1508, Page 697 of the Official Public Records of Hays County, Texas; the said 159.2631 acre tract is more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found in a 26 inch Hackberry tree, on the existing northeast right-of-way line of Mathias Lane (County Road 129), for the most westerly corner of the said 161.170 acre tract, same being the most southerly corner of that 1.293 acre tract, described as Tract 2, conveyed to Crumley Rental Properties, Inc. by deed recorded in Volume 1508, Page 705 of the said Official Public Records, from which a ½" iron rod, without cap, found on the northerly right-of-way line of Mathias Lane, for the most westerly corner of that 1.293 acre tract, described as Tract 1, conveyed to Crumley Rental Properties, Inc. by deed recorded in Volume 1508, Page 708 of the said Official Public Records, bears N48°21'00"W, 240.88 feet;

THENCE, leaving the northeast right-of-way line of Mathias Lane, with the common line between the said 161.170 acre tract, the said 1.293 acre tract (Tract 2) and the 1.293 acre tract (Tract 1), for the following two (2) courses:

- 1) N48°57'57"E, 418.05 feet to a ½" iron rod, without cap, found for corner;
- 2) N44°44'11"W, 288.91 feet to a ½" iron rod, without cap, found for the most northerly corner of the aforesaid 1.293 acre tract (Tract 1), being on the easterly line of Lot 1, Block 4, Rolling Hills Estates, Section 1, a subdivision recorded in Book 1, Page 213 of the Plat Records of Hays County, Texas;

THENCE, N43°08'09"E, leaving the northeast line of the said 1.293 acre tract (Tract 1), with the northwest line of the 161.170 acre tract and southeast line of Rolling Hills Estates, Section 1, subdivision, at 1128.42 feet pass a ½" iron rod, without cap, found 1.1 feet to the right, at 1226.59 feet pass a ½" iron rod, without cap, found on line, for a total distance of 1490.79 feet to a calculated point for the most northerly corner of the herein described tract, same being the most northerly corner of the aforesaid 161.170 acre tract and an ell corner on the southerly line of aforesaid Rolling Hills Estates, Section 1, subdivision, from which a fence post found, bears N43°08'09"E, 0.68 feet;

159.2631 Acres
Tract 1
Page 2 of 4

Jonathan Williams Survey, Abstract No. 538
Z Hinton Survey No. 4, Abstract No. 219
June 12, 2017
16525.20

THENCE, S47°11'31"E, with the northeast line of the said 161.170 acre tract, at a distance of 0.45 feet pass a ½" iron rod, without cap, found 1.28 feet to the right, at a calculated distance of 346.50 feet pass the southeast corner of aforesaid Rolling Hills Estates, Section 1, subdivision, being the most westerly corner of Rolling Hills Estates, Section 2, a subdivision recorded in Book 1, Page 215 of the said Plat Records, and continuing with the southwest line of said Rolling Hills Estates, Section 2, subdivision, at a distance of 760.67 feet pass a ½" iron rod, without cap, found 0.9 feet to the right, at a distance of 835.31 feet pass a ½" iron rod, without cap, found on line, at a distance of 909.51 feet pass a ½" iron rod, without cap, found 1.3 feet to the left, for a total distance of 1331.48 feet to a ½" iron rod, without cap, found for the most southerly corner of aforesaid Rolling Hills Estates, Section 2, subdivision, same being the most westerly corner of that 190.258 acre tract, described as Tract 3, conveyed to Studio Estates, LLC, by deed recorded in Volume 5063, Page 491 of the said Official Public Records;

THENCE, S46°54'58"E, leaving the southeast line of said Rolling Hills Estates, Section 2, with the northeast line of the said 161.170 acre tract, being the southwest line of the 190.258 acre tract, for a distance of 2577.55 feet to a 1/2" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for the most easterly corner of the herein described tract, same being the most easterly corner of the 161.170 acre tract and the most northerly corner of Meadow Vista, Section 2, a subdivision recorded in Book 11, Page 85 of the said Plat Records;

THENCE, S43°37'40"W, leaving the southwest line of the said 190.258 acre tract, with the common southeast line of the 161.170 acre tract and northwest line of Meadow Vista, Section 2, subdivision, 1160.59 feet to a ½" iron rod, with plastic cap marked "Carson and Bush", found for the most easterly corner of Foster Place, Section Two, a subdivision recorded in Book 12, Page 176 of the said Plat Records, from which a ½" iron rod, with plastic cap marked "Carson and Bush", found for the most westerly corner of aforesaid Meadow Vista, Section 2, subdivision, being the most northerly corner of Meadow Vista, Section 1, a subdivision recorded in Book 9, Page 40 of the said Plat Records and a point on the southeast line of said Foster Place, Section Two, subdivision, bears S43°01'20"W, 18.77 feet;

THENCE, leaving the northwest line of said Meadow Vista, Section 2, subdivision, across the said 161.170 acre tract, with the northerly line of said Foster Place, Section Two, subdivision, for the following two (2) courses:

- 1) N46°25'05"W, 231.26 feet to a ½" iron rod, with plastic cap marked "Carson and Bush", found for corner;
- 2) S43°46'50"W, 123.48 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for corner, from which a ½" iron rod, with plastic cap marked "Carson and Bush, found for an angle point on the aforesaid Foster Place, Section Two, subdivision bears S43°46'50"W, 47.25 feet;

THENCE, leaving the northwest line of Foster Place, Section Two, subdivision and continuing across the said 161.170 acre tract, for the following two (2) courses:

- 1) N46°13'10"W, 143.00 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for corner;

Exhibit "A-1"

Tract 1
Page 2

- 2) S43°46'50"W, 344.19 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found on the southwest line of the aforesaid 161.170 acre tract, same being the northeast right-of-way line of existing Mathias Lane, from which a 60d nail found in a fence corner post on the common northeast right-of-way line of said Mathias Lane and southwest line off the 161.170 acre tract, same being the most westerly corner of that 1.143 acre tract conveyed to Crumley Rental Properties, Inc. by deed recorded in Volume 1508, Page 712 of the said Official Public Records, bears S74°25'34"E, 90.15 feet;

THENCE, with the common southwest line of the 161.170 acre tract and northeast right-of-way line of Mathias Lane, for the following three (3) courses:

- 1) N74°25'34"W, 643.34 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc., found for corner;
- 2) N50°14'21"W, 169.42 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc., found for corner;
- 3) N46°50'00"W, 481.98 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc., found for the most westerly southwest remainder corner of that 100 acre tract, described as Tract I, conveyed to D.E. Crumley by deed recorded in Volume 208, Page 354 of the Deed Records of Hays County, Texas and the remainder of that 100.00 acre tract as conveyed to D.E. Crumley by deed recorded in Volume 372, Page 318 of the said Deed Records and as further described in in Volume 155, Page 532 of the said Deed Records;

THENCE, leaving the northeast right-of-way line of Mathias Lane, with the common line between the said 161.107 acre tract and the remainder of the 100 acre tract (Tract I) and 100.00 acre tract, for the following eight (8) courses:

- 1) N11°47'53"E, 20.48 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc., set for corner;
- 2) N43°22'40"E, 829.17 feet to a ½" iron rod found, without cap, for corner;
- 3) S58°05'43"E, 245.47 feet to a ½" iron rod found, without cap, for corner;
- 4) N23°20'06"E, 367.35 feet to a ½" iron rod found, without cap, for corner;
- 5) N55°40'29"W, 236.32 feet to a ½" iron rod found, without cap, for corner;
- 6) S28°15'03"W, 373.10 feet to a ½" iron rod found, without cap, for corner;
- 7) S43°04'12"W, 826.33 feet to a ½" iron rod found, without cap, for corner;
- 8) S76°52'04"W, 20.56 feet to a ½" iron rod found, without cap, for the most westerly northwest corner of the aforesaid remainder of the 100 acre tract (Tract I), same being a point on the northeast right-of-way line of aforesaid Mathias Lane;

159.2631 Acres
Tract 1
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Jonathan Williams Survey, Abstract No. 538
Z Hinton Survey No. 4, Abstract No. 219
June 12, 2017
16525.20

THENCE, with the common southwest line of the 161.170 acre tract and northeast right-of-way line of Mathias Lane, for the following two (2) courses:

- 1) N46°48'47"W, 1577.63 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for corner;
- 2) N46°24'06"W, for a distance of 435.26 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 159.2631 acres of land area.

Basis of Bearing is the Texas State Plane Coordinate System, South Central Zone, NAD83 (Grid).

I, Gregory A. Way, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge 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, this the 12th day of June, 2017.



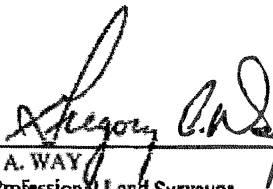

GREGORY A. WAY
Registered Professional Land Surveyor
No. 4567 State of Texas

Exhibit "A-1"

Tract 1
Page 4

EXHIBIT "A-2"

TRACT 2

2.4966 Acres
Tract 2
Page 1 of 2

Jonathan Williams Survey, Abstract No. 538
Z. Hinton Survey No. 4, Abstract No. 219
June 12, 2017
16525.20

STATE OF TEXAS §
 §
COUNTY OF HAYS §

FIELDNOTE DESCRIPTION of a 2.4966 acre tract out of the Jonathan Williams Survey, Abstract No. 538 and the Z. Hinton Survey No. 4, Abstract No. 219 in Hays County, Texas, being a remainder portion of that 100 acre tract, described as Tract 1, as conveyed to D. E. Crumley, by deed recorded in Volume 208, Page 354 of the Deed Records of Hays County, Texas and that 100.00 acre tract as conveyed to D. E. Crumley by deed recorded in Volume 372, Page 318 of the said Deed Records, and as described in Volume 155, Page 532 of the said Deed Records; the said 2.4966 acre tract is more particularly described by metes and bounds as follows:

COMMENCING at a ½" iron rod, with plastic cap marked "Capital Surveying Co., Inc.", found in a 26 inch Hackberry tree, on the existing northeast right-of-way line of Mathias Lane (County Road 129), for the most westerly corner of that 161.170 acre tract, as conveyed to the D.E. and Nova Crumley Family Limited Partnership by deed recorded in Volume 1508, Page 697 of the Official Public Records of Hays County, Texas, same being the most southerly corner of that 1.293 acre tract, described as Tract 2, as conveyed to Crumley Rental Properties, Inc., by the deed recorded in Volume 1508, Page 705 of the said Official Public Records, from which a ½" iron rod, without cap, found on the northeast right-of-way line of Mathias Lane, for the most westerly corner of that 1.293 acre tract conveyed to Crumley Rental Properties, Inc., by deed recorded in Volume 1508, Page 708 of the said Official Public Records, bears N48°21'00"W, 240.88 feet;

THENCE, leaving the southwest line of the said 1.293 acre tract, with the common northeast right-of-way line of Mathias Lane and the southwest line of the said 161.170 acre tract, for the following two (2) courses:

- 1) S46°24'06"E, 435.26 feet to a ½" iron , with plastic cap marked "Capital Surveying Co., Inc.", found;
- 2) S46°48'47"E, 1577.63 feet to a ½" iron rod, without cap, found for the southwest corner and POINT OF BEGINNING of the herein described tract;

THENCE, leaving the northeast right-of-way line of Mathias Lane, with the perimeter line of the said 161.170 acre tract, being the said remainder line of the 100 acre tract (Tract 1), and the said 100.00 acre tract, for the following eight (8) courses:

- 1) N76°52'04"E, 20.56 feet to a ½" iron rod found, without cap, for corner;
- 2) N43°04'12"E, 826.33 feet to a ½" iron rod found, without cap, for corner;
- 3) N28°15'03"E, 373.10 feet to a ½" iron rod found, without cap, for the most northerly corner of the herein described tract;
- 4) S55°40'29"E, 236.32 feet to a ½" iron rod found, without cap, for the most easterly corner of the herein described tract;

Exhibit "A-2"

Tract 2
Page 1

2.4966 Acres
Tract 2
Page 2 of 2

Jonathan Williams Survey, Abstract No. 538
Z. Hinton Survey No. 4, Abstract No. 219
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- 5) S23°20'06"W, 367.35 feet to a ½" iron rod found, without cap, for corner;
- 6) N58°05'43"W, 245.47 feet to a ½" iron rod found, without cap, for corner;
- 7) S43°22'40"W, 829.17 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Co., Inc.", found for corner;
- 8) S11°47'53"W, 20.48 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Co., Inc.", found on the aforesaid northeast right-of-way line of Mathias Lane (County Road 129), the southeast corner of the herein described tract and an ell corner of the aforesaid 161.170 acre tract;

THENCE, N47°01'35"W, leaving the said 161.170 acre tract, with the common southerly remainder line of the said 100 acre tract (Tract I) and northeast right-of-way line of Mathias Lane, for a distance of 38.98 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 2.4966 acres of land area.

Basis of Bearing is the Texas State Plane Coordinate System, South Central Zone, NAD83 (Grid).

I, Gregory A. Way, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge 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, this the 12th day of June, 2017.



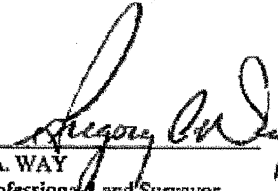

GREGORY A. WAY
Registered Professional Land Surveyor
No. 4567 State of Texas

Exhibit "A-2"

Tract 2
Page 2

EXHIBIT "A-3"

TRACT 3

81.3113 Acres
Tract 3
Page 1 of 3

Samuel Little Survey No. 8, Abstract No. 286
June 12, 2017
16525.20

STATE OF TEXAS §
 §
COUNTY OF HAYS §

FIELDNOTE DESCRIPTION of a 81.3113 acre tract out of the Samuel Little Survey No. 8, Abstract No. 286 in Hays County, Texas, being a portion of that 100.467 acre tract, described as Exhibit B, as conveyed to D. E. and Nova Crumley Family Limited Partnership by deed recorded in Volume 1508, Page 697 of the Official Public Records of Hays County, Texas; the said 81.3113 acre tract is more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod found, with plastic cap marked "Bush", for an angle point on the northeast line of the aforesaid 100.467 acre tract, being on the southwest right-of-way line of Mathias Lane (County Road 129 – right-of-way varies) and the northwest corner of Foster Place, Section Three, a subdivision recorded in Book 18, Page 68 of the Plat Records of Hays County, Texas;

THENCE, S11°29'01"E, leaving the southwest right-of-way line of Mathias Lane, across the said 100.467 acre tract, with the westerly line of Foster Place, Section Three subdivision, for a distance of 191.92 feet to a ½" iron rod, with cap marked "Capital Surveying Company, Inc.", found for the southwest corner of aforesaid Foster Place, Section Three, being the most northerly corner of Foster Place, a subdivision recorded in Book 10, Page 103 of the said Plat Records;

THENCE, S43°37'45"W, continuing across the said 100.467 acre tract, with the northwest line of Foster Place subdivision, for a distance of 859.52 feet to a ½" iron rod, with cap marked "Capital Surveying Company, Inc.", found for the southwest corner of aforesaid Foster Place subdivision, being on the southwest line of the aforesaid 100.467 acre tract and a point on the northeast line of that 25.44 acre tract conveyed to Nastassja Ladden by deed recoded in Volume 4572, Page 828 of the said Official Public Records, from which a ½" iron rod found, without cap, for the most southerly corner of aforesaid Foster Place subdivision, being the most easterly corner of the said 25.44 acre tract and a point on the northwest right-of-way line of Foster Place Road (County Road 125), bears S46°58'36"E, 537.61 feet;

THENCE, N46°58'36"W, leaving the northwest line of Foster Place subdivision, with the southerly line of the said 100.467 acre tract, at a distance of 1731.22 feet pass a ½" iron rod found, without cap, 0.69 feet to the left for the most northerly corner of the aforesaid 25.44 acre tract, being a southeast corner of that 12.565 acre tract conveyed to Lozell L. Logan and Mary C. Logan by deed recorded in Volume 303, Page 388 of the Deed Records of Hays County, Texas, and continuing for a total distance of 2593.69 feet to a ½" iron rod, without cap, found for the most northerly corner of the said 12.565 acre tract, being the most easterly corner of that 22.00 acre tract conveyed to Lozell L. Logan and Mary C. Logan by deed recorded in Volume 233, Page 283 of the said Deed Records;

THENCE, N46°52'08"W, leaving the northerly line of the said 12.565 acre tract, with the common southwest line of the 100.467 acre tract and northeast line of the 22.00 acre tract, for a distance of 1333.83 feet to a ½" iron rod, with cap marked "Capital Surveying Company, Inc.", found for the most westerly corner of the aforesaid 100.467 acre tract, being on the easterly right-of-way line of Windy Hill Road (County Road 131 – right-of-way varies);

THENCE, N44°23'29"E, leaving the northerly line of the said 22.00 acre tract, with the common northwest line of 100.467 acre tract and southeast right-of-way line of Windy Hill Road, same being the southeast line of that 0.328 acre tract conveyed for additional right-of-way in Volume 1149, Page 410 of the said Official Public Records, for a distance of 339.61 feet to a fence corner post found, for the most westerly corner of that 2.00 acre tract conveyed to Renan Cevallos by deed recorded in Document No. 2014-14001965 of the said Official Public Records;

THENCE, leaving the easterly right-of-way line of Windy Hill Road and crossing through the said 100.467 acre tract, with the southwest and southeast lines of the said 2.00 acre tract, for the following two (2) courses:

- 1) S46°12'24"E, 280.88 feet to a ½" iron rod, with cap marked "Hayes RPLS 5703", found;
- 2) N44°25'43"E, 310.00 feet to a ½" iron rod, with cap marked "Hayes RPLS 5703", found on for the most easterly corner of the said 2.00 acre tract, being on the southwest line of Lot 1, Kyle Project, LLC, a subdivision recorded in Book 16, Page 323 of the said Plat Records;

THENCE, S46°12'24"E, leaving the easterly line of the said 2.00 acre tract and continuing across the said 100.467 acre tract, with the southwest line of said Lot 1, for a distance of 122.77 feet to a ½" iron rod, with plastic cap marked "4160.", found for the most southerly corner of aforesaid Lot 1;

THENCE, N44°32'17"E, continuing across the said 100.467 acre tract, with the southeast line of said Lot 1, at a distance of 324.25 feet pass a ½" iron rod, with plastic cap marked "4160", found for the most easterly corner of aforesaid Lot 1 and continuing for a total distance of 328.14 feet to a ½" iron rod, with marked "Capital Surveying Company, Inc.", found for the most northerly corner of the herein described tract, same being a point on the common northeast line of the aforesaid 100.467 acre tract and southwest right-of-way line of Mathias Drive;

THENCE, S46°54'53"E, with the common southwest right-of-way line of Mathias Drive and northeast line of the said 100.467 acre tract, 2376.26 feet to a calculated angle point on the northeast line of the said 100.467 acre tract, being the most northerly corner of that 1.00 acre tract conveyed to Crumley Rental Properties, Inc. by deed recorded in Volume 1508, Page 715 of the said Official Public Records;

THENCE, leaving the southwest right-of-way line of Mathias Lane, with the common line between the said 100.467 acre tract and 1.00 acre tract, for the following seven (7) courses:

- 1) S50°49'45"W, 220.48 feet to a cotton gin spindle found for corner;
- 2) N39°00'44"W, 87.63 feet to a ½" iron rod found, without cap, for corner;
- 3) N50°05'51"E, 46.57 feet to a calculated point for corner;
- 4) N46°53'55"W, 130.19 feet to a calculated point for corner;
- 5) S43°05'05"W, 154.98 feet to a calculated point for corner, from which a ½" iron rod found, without cap, bears S50°25'57"W, 1.88 feet;
- 6) S46°54'55"E, 248.29 feet to a ½" iron rod found, without cap, for the most southerly corner of the aforesaid 1.00 acre tract;

Exhibit "A-3"

81.3113 Acres
Tract 3
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Samuel Little Survey No. 8, Abstract No. 286
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- 7) N50°53'16"E, 318.09 feet to a calculated point for the northeast corner of the aforesaid 1.00 acre tract, being a northerly corner of the 100.467 acre tract and a point on the southwest right-of-way line of Mathias Lane;

THENCE, S46°54'53"E, leaving the easterly line of the said 1.00 acre tract, with the common northeast line of the said 100.467 acre tract and southwest right-of-way line of Mathias Lane, for a distance of 925.62 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 81.3113 acres of land area.

Basis of Bearing is the Texas State Plane Coordinate System, South Central Zone, NAD83 (Grid).

I, Gregory A. Way, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge 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, this the 12th day of June, 2017.





GREGORY A. WAY
Registered Professional Land Surveyor
No. 4567 State of Texas

EXHIBIT "A-4"

TRACT 4

0.9999 Acres
Tract 4
Page 1 of 2

Samuel Little Survey No. 8, Abstract No. 286
June 12, 2017
16525.20

STATE OF TEXAS §
 §
COUNTY OF HAYS §

FIELDNOTE DESCRIPTION of a 0.9999 acre tract out of the Samuel Little Survey No. 8, Abstract No. 286 in Hays County, Texas, being all of that 1.00 acre tract as conveyed to Crumley Rental Properties Inc. by deed recorded in Volume 1508, Page 715 of the Official Public Records of Hays County, Texas; the said 0.9999 acre tract is more particularly described by metes and bounds as follows:

COMMENCING at a ½" iron rod found, with plastic cap marked "Bush", for an angle point on the northeast line of the that 100.467 acre tract conveyed to D. E. und Nova Crumley Family Limited Partnership by deed recorded in Volume 1508, Page 697 of the said Official Public Records, being on the southwest right-of-way line of Mathias Lane (County Road 129 – right-of-way varies) and the northwest corner of Foster Place, Section Three, a subdivision recorded in Book 18, Page 68 of the Plat Records of Hays County, Texas, from which a ½" iron rod found, with cap marked "Bush", on the common north line of said Foster Place, Section Three and the south right-of-way line of Mathias Lane, bears S73°14'25"E, 689.07 feet;

THENCE, N46°54'53"W, leaving the westerly line of said Foster Place, Section Three subdivision, with the common southwest right-of-way line of Mathias Lane and northeast line of the said 100.467 acre tract, for a distance of 925.62 feet to a calculated point for the northeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, leaving the southwest right-of-way line of Mathias Lane, with the common line between the said 100.467 acre tract and 1.00 acre tract, for the following seven (7) courses:

- 1) S50°53'16"W, 318.09 feet to a ½" iron rod found, without cap, for corner;
- 2) N46°54'55"W, 248.29 feet to a calculated point for corner, from which a ½" iron rod found, without cap, bears S50°25'57"W, 1.88 feet;
- 3) N43°05'05"E, 154.98 feet to a calculated point for corner;
- 4) S46°53'55"E, 130.19 feet to a calculated point for corner;
- 5) S50°05'51"W, 46.57 feet to a ½" iron rod found, without cap, for corner;
- 6) S39°00'44"E, 87.63 feet to a cotton gin spindle found for corner;
- 7) N50°49'45"E, 220.48 feet to a calculated point for the most northerly corner of the aforesaid 1.00 acre tract, being a northerly corner of the 100.467 acre tract and a point on the aforesaid southwest right-of-way line of Mathias Lane, from which a ½" iron rod, with plastic cap marked "4160", found for the most easterly corner of Lot 1 Kyle Project, LLC, a subdivision recorded in Book 16, Page 323 of the said Plat Records, bears N46°54'53"W, with the common northeast line of the said 100.467 acre tract and southwest right-of-way line of Mathias Lane, 2376.26 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found and S44°32'17"W, 3.89 feet;

0.9999 Acres
Tract 4
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Samuel Little Survey No. 8. Abstract No. 286
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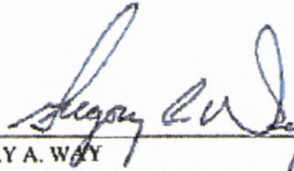
THENCE, S46°54'53"E, leaving the northeast line of the said 100.467 acre tract, with the common northeast line of the said 1.00 acre tract and southwest right-of-way line of Mathias Lane, for a distance of 50.47 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 0.9999 acres of land area.

Basis of Bearing is the Texas State Plane Coordinate System, South Central Zone, NAD83 (Grid).

I, Gregory A. Way, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge 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, this the 12th day of June, 2017.




GREGORY A. WAY
Registered Professional Land Surveyor
No. 4567 State of Texas

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Rec \$170.00 Deputy Clerk: KBOGGUS