

**DEVELOPMENT AGREEMENT  
ESTABLISHING DEVELOPMENT STANDARDS  
FOR THE RPC KYLE, LLC AND KYLE 120, LLC DEVELOPMENT**

This Development Agreement Establishing Development Standards for the RPC Kyle, LLC and Kyle 120, LLC Development (the "Agreement") is made and entered into, effective as of the 1st day of November, 2021, by and between the **City of Kyle, Texas**, a Texas home rule municipal corporation (the "City"), and **RPC Kyle, LLC**, a Delaware limited liability company ("RPC Kyle") and **Kyle 120, LLC**, a Delaware limited liability company ("Kyle 120") (RPC Kyle and Kyle 120 are jointly referred to as the "Developer"). The City and the Developer are sometimes referred to herein as the "Parties." The Parties agree as follows.

**Section 1. Purpose; Consideration.**

- (a) The RPC Kyle owns that certain 200.67 acre tract located in Hays County, Texas, being more particularly described in **Exhibit A-1** attached hereto and incorporated herein for all purposes (the "RPC Kyle Parcel") and Kyle 120, LLC owns that certain 120.41 acre tract located in Hays County, Texas, being more particularly described in **Exhibit A-2** attached hereto and incorporated herein for all purposes (the "Kyle 120 Parcel") and wishes to develop the said parcels for mixed use residential, multi-family, and commercial uses as authorized in the zoning ordinance applicable to the said parcels (the "Development"). The RPC Kyle Parcel and the Kyle 120 Parcel are herein together referred to as the "Property". The Developer desires that the City be able to enforce the development standards set forth herein through its building permit, inspection, and certificate of occupancy processes by this agreement, given that House Bill 2439 adopted in the 86<sup>th</sup> Legislative Session limits the ability of cities to enforce certain development standards governing building materials by ordinance.
- (b) The Developer will benefit from the City enforcing the Development Standards as set forth herein because it will be more efficient and cost-effective for compliance to be monitored and enforced through the City's building permit and inspection processes and will help ensure that the Development is built out as planned by the Developer after conveyance to the builder of homes or other buildings and structures authorized by the applicable zoning regulations. The City will benefit from this Agreement by having assurance regarding certain development standards for the Development, having certainty that such Development Standards may be enforced by the City, and preservation of property values within the City.
- (c) The benefits to the Parties set forth in this Article 1, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

**Section 2. Term; Termination.**

- (a) The term of this Agreement shall be in full force and effect from the Effective Date hereof, subject to earlier termination as provided in this Agreement. Unless earlier terminated as provided in this Agreement, this Agreement shall terminate upon the issuance of the final certificate of occupancy for the final structure in the Development.
- (b) The Parties further mutually agree that this Agreement shall be in full force and effect upon

the date above first written, provided that the City may terminate this Agreement if Developer defaults under the terms of this Agreement, subject to the notice and cure provisions in Section 6.

### **Section 3. Development Standards.**

- (a) **Development Requirements.** All buildings and structures, garages, and/or accessory buildings constructed within the Town Square Land Use Area must have all four sides composed of 100 percent brick, stone, hardiplank, stucco, metal, wood, glass, or other approved masonry product.
- (b) **Building Permits.** The Developer acknowledges and agrees that compliance with Section 3(a) will be a condition of issuance of building permits and certificates of ordinance. Developer further agrees that the City may use its building permitting, inspection, and enforcement processes and procedures to enforce the requirements of Section 3(a) above, including but not limited to rejection of applications and plans, stop work orders, and disapproval of inspections for applications and/or work that does not comply with this Agreement. Applications and plans for a building permit must demonstrate compliance with this Agreement in order for a building permit to be issued. Applications for building permits must be in compliance with this Agreement, as well as the Applicable Regulations, in order for such application to be approved and a building permit issued. Plans demonstrating compliance with this Agreement must accompany a building permit application and will become a part of the approved permit. Any structure constructed on the Property must comply with this Agreement and the Applicable Regulations for a certificate of occupancy to be issued for such structure.

**Section 4. Development of the Property.** Except as modified by this Agreement, the Development and the Property will be developed in accordance with all applicable local, state, and federal regulations, including but not limited to the City's ordinances and the zoning regulations applicable to the Property, and such amendments to City ordinances and regulations that that may be applied to the Development and the Property under Chapter 245, Texas Local Government Code, and good engineering practices (the "Applicable Regulations"). If there is a conflict between the Applicable Regulations and the Development Standards, the Development Standards shall control.

**Section 5. Assignment of Commitments and Obligations; Covenant Running with the Land.** This Agreement shall constitute a covenant that runs with the Property and is binding on future owners of the Property, and a copy of this Agreement shall be recorded in the Official Public Records of Hays County, Texas. The Developer and the City acknowledge and agree that this Agreement is binding upon the City and the Developer and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement.

**Section 6. Default.** Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of fourteen (14) business days after receipt by such party of notice of default from the other party. Upon the passage of fourteen (14) business days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement; provided that if the nature of the default is that it cannot reasonably be cured within the fourteen (14) business day period, the defaulting party shall have a longer period of time as may be

reasonably necessary to cure the default in question; but in no event more than sixty (60) days. In the event of default, the non-defaulting party to this Agreement may pursue the remedy of specific performance or other equitable legal remedy not inconsistent with this Agreement. All remedies will be cumulative and the pursuit of one authorized remedy will not constitute an election of remedies or a waiver of the right to pursue any other authorized remedy. In addition to the other remedies set forth herein, the City may withhold approval of a building permit application or a certificate of occupancy for a structure that does not comply with the Development Standards.

**Section 7. Reservation of Rights.** To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws, and neither party waives any legal right or defense available under law or in equity.

**Section 8. Attorneys Fees.** In the event of action pursued in court to enforce rights under this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

**Section 9. Waiver.** Any failure by a party to insist upon strict performance by the other party of any provision of this Agreement will not, regardless of length of time during which that failure continues, be deemed a waiver of that party's right to insist upon strict compliance with all terms of this Agreement. In order to be effective as to a party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.

**Section 10. Force Majeure.**

- (a) The term "force majeure" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the party claiming such inability.
- (b) If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- (c) It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the party having the difficulty.

**Section 11. Notices.** Any notice to be given hereunder by any party to another party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to the City shall be addressed:

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

with copy to:

The Knight Law Firm, LLP  
223 W. Anderson Lane, Suite A105  
Austin, Texas 78752

Any notice mailed to the Developer shall be addressed:

RPC Kyle, LLC  
Attn: Ari Rastegar  
1705 S Capital of Texas Hwy Suite 400,  
Austin, TX 78746

Kyle 120, LLC  
Attn: Ari Rastegar  
1705 S Capital of Texas Hwy Suite 400,  
Austin, TX 78746

Any party may change the address for notice to it by giving notice of such change in accordance with the provisions of this section.

**Section 12. Waiver of Alternative Benefits.** The Parties acknowledge the mutual promises and obligations of the Parties expressed herein are good, valuable and sufficient consideration for this Agreement. Therefore, save and except the right to enforce the obligations of the City to perform each and all of the City's duties and obligations under this Agreement, Developer hereby waives any and all claims or causes of action against the City Developer may have for or with respect to any duty or obligation undertaken by Developer pursuant to this Agreement, including any benefits that may have been otherwise available to Developer but for this Agreement.

**Section 13. Severability.** Should any court declare or determine that any provisions of this Agreement is invalid or unenforceable under present or future laws, that provision shall be fully severable; this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the

illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in place of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. Texas law shall govern the validity and interpretation of this Agreement.

**Section 14. Agreement and Amendment.** This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties and may not be amended except by a writing approved by the City Council of the City that is signed by all Parties and dated subsequent to the date hereof.

**Section 15. No Joint Venture.** The terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past, present and future officers, elected officials, employees and agents, do not assume any responsibilities or liabilities to any third party in connection with the development of the Property. The City enters into this Agreement in the exercise of its public duties and authority to provide for development of property within the City pursuant to its police powers and for the benefit and protection of the public health, safety, and welfare.

**Section 16. No Third Party Beneficiaries.** This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a party, unless expressly provided otherwise herein, or in a written instrument executed by both the City and the third party. Absent a written agreement between the City and third party providing otherwise, if a default occurs with respect to an obligation of the City under this Agreement, any notice of default or action seeking a remedy for such default must be made by the Owner.

**Section 17. Effective Date.** The Effective Date of this Agreement is the defined date set forth in the first paragraph.

**Section 18. Recordation.** This Agreement or a memorandum of Agreement acceptable to the City and Developer shall be recorded in the Official Public Records of Hays County, Texas.

**Section 20. Texas Law Governs.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hays County, Texas. Venue shall lie exclusively in Hays County, Texas.

**Section 21. Anti-Boycott Verification -- Israel.** To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Developer represents that neither the Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

**Section 22. Iran, Sudan and Foreign Terrorist Organizations.** To the extent this Agreement

constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Developer represents that Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

**Section 23. Verification – Ownership.** To the extent the Agreement or this Addendum constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Contractor represents that Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

**Section 24. Anti-Boycott Verification – Energy Companies.** To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2274 of the Texas Government Code, as amended, solely for purposes of compliance with therewith, and subject to applicable Federal law, the Contractor represents that neither the Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner (i) boycotts energy companies or (ii) will boycott energy companies through the term of this Agreement. The phrase “Boycott Energy Companies” as used in this paragraph have the meanings assigned to the phrase “Boycott Energy Company” in Section 809.001 of the Texas Government Code, as amended.

**Section 24. Anti-Boycott Verification – Firearms.** To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2274 of the Texas Government Code, as amended, solely for purposes of compliance with therewith, and subject to applicable Federal law, the Contractor represents that the Contractor and all wholly owned subsidiary, majority-owned subsidiary, parent company and affiliates of Owner do not, and will not for the duration of this agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association. The phrase “Discriminates Against a Firearm Entity or Firearm Trade Association” as used in this paragraph have the meanings assigned to the phrase “Discriminate Against a Firearm Entity or Firearm Trade Association” in Section 2274.001(3) of the Texas Government Code, as amended.

**Section 25. Time is of the Essence.** It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

**Section 26. Exhibits.** The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

**Exhibit A-1 and A-2 – Property Description**

EXECUTED in multiple originals this the 3rd day of November, 2021.

**CITY:**  
**City of Kyle, Texas**  
a Texas home-rule municipal corporation

Attest:

By: Jennifer Holm  
Name: Jennifer Holm  
Title: City Secretary

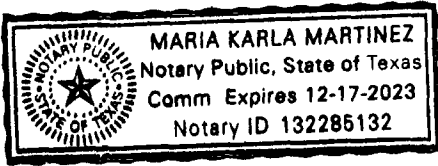
By: Travis Mitchell  
Name: Travis Mitchell  
Title: Mayor

**THE STATE OF TEXAS                    §**  
**COUNTY OF HAYS                        §**

This instrument was acknowledged before me on this 3<sup>rd</sup> day of November, 2021, by Travis Mitchell, Mayor of the City of Kyle, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

Maria Martinez  
Notary Public, State of Texas

(SEAL)



**DEVELOPER – RPC KYLE**



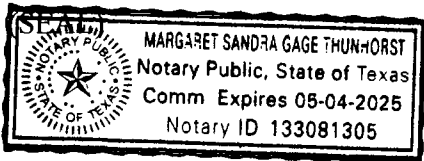
By: RPC Kyle LLC  
Name: Ariaah Rastegar  
Title: Manager

**THE STATE OF TEXAS           §**  
**COUNTY OF TRAVIS           §**

This instrument was acknowledged before me on this 1st day of November, 2021, by Ariaah Rastegar,  
Manager of Kyle 120, LLC, a Delaware limited liability company, on behalf of said company



Notary Public, State of Texas





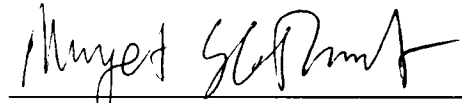
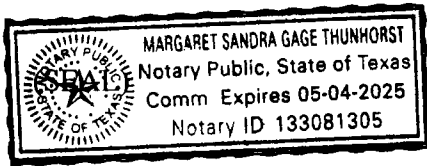
**DEVELOPER – KYLE 120**



By: Kyle 120, LLC  
Name: Ariaah Rastegar  
Title: Manager

**THE STATE OF TEXAS           §**  
**COUNTY OF HAYS           §**

This instrument was acknowledged before me on this 1st day of November, 2021, by Ariaah Rastegar, Manager of Kyle 120, LLC, a Delaware limited liability company, on behalf of said company.

  
\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT "A"-1**

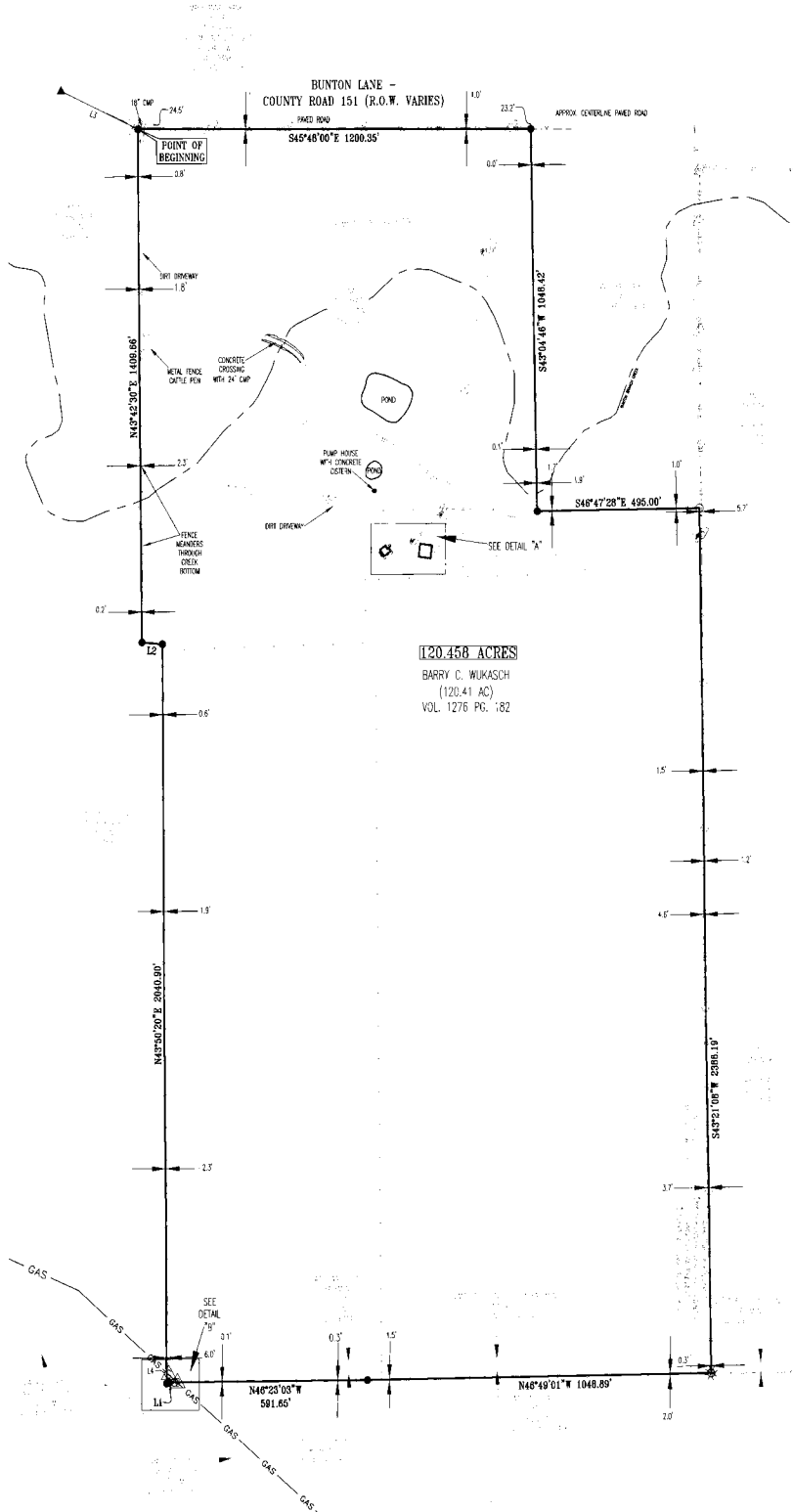
**RPC Kyle Parcel**



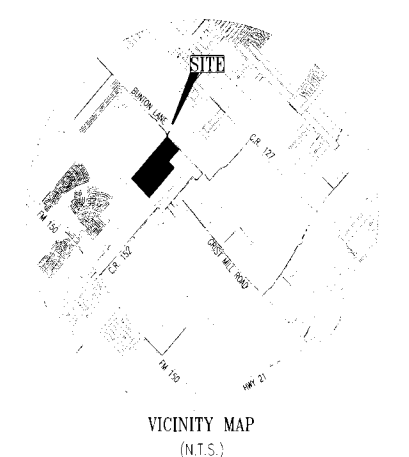
**EXHIBIT "A"-2**

**Kyle 120 Parcel**

ALTA SURVEY OF 120.458 ACRES OF LAND, SITUATED IN THE ROBERT CARSON SURVEY, ABSTRACT NUMBER 135, AND THE ALBERT PACE SURVEY NUMBER 55, ABSTRACT NUMBER 367, BOTH SITUATED IN HAYS COUNTY, TEXAS, BEING ALL OF A CALLED 120.41 ACRE TRACT OF LAND CONVEYED TO BARRY C. WUKASCH IN VOLUME 1276, PAGE 182 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS



120.458 ACRES  
BARRY C. WUKASCH  
(120.41 AC)  
VOL. 1276 PG. 182



LEGEND

- 1/2" IRON ROD FOUND
  - 1/2" CAPPED IRON ROD SET
  - ▲ 800 WALL FOUND
  - CLEAN OUT
  - ✱ WOOD FENCE POST FOUND
  - POWER POLE
  - GUY POLE
  - △ GAS LINE MARKER
  - WIRE FENCE
  - METAL FENCE
  - OVERHEAD UTILITIES
  - GAS LINE
- FEAR: 100 YEAR FLOODPLAIN ZONE "X"

SCALE: 1" = 200'

FIELD NOTES

BEING ALL OF THAT CERTAIN 120.458 ACRE TRACT OR PARCEL OF LAND OUT OF THE ROBERT CARSON SURVEY, ABSTRACT NUMBER 135, AND THE ALBERT PACE SURVEY NUMBER 55, ABSTRACT NUMBER 367, BOTH SITUATED IN HAYS COUNTY, TEXAS, SAID 120.458 TRACT OF LAND BEING ALL OF A CALLED 120.41 ACRE TRACT OF LAND CONVEYED TO BARRY C. WUKASCH IN VOLUME 1276, PAGE 182 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.X.), SAID 120.458 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A CAPPED 1/2" IRON ROD FOUND, BEING THE NORTHERNMOST CORNER OF SAID 120.41 ACRE TRACT, SAME BEING THE EASTERMOST CORNER OF A CALLED 200.688 ACRE TRACT OF LAND CONVEYED TO RFD METE, L.L.C., IN DOCUMENT NUMBER 19045209, AND BEING ALSO A POINT ON A SOUTHWESTERN RIGHT-OF-WAY LINE OF COUNTY ROAD 151 (B.O.W. VARIES) ALSO KNOWN AS BUNTON LANE, FOR THE NORTHERNMOST CORNER AND THE POINT OF BEGINNING OF THE HEREN DESCRIBED TRACT, FROM WHICH A MAG WALL FOUND, BEING A NORTHERN CORNER OF SAID 200.688 ACRE TRACT, AND BEING ALSO A POINT ON THE SOUTHWESTERN RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 151, BEARS N14°32'27"W, A DISTANCE OF 257.21 FEET

THENCE, WITH THE COMMON BOUNDARY LINE OF SAID 120.41 ACRE TRACT AND COUNTY ROAD 151, S45°48'20"E, A DISTANCE OF 1200.35 FEET TO A 1/2" IRON ROD FOUND, BEING A NORTH-EASTERN CORNER OF SAID 120.41 ACRE TRACT, SAME BEING A POINT ON A SOUTHWESTERN RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 151, AND BEING ALSO THE NORTHERNMOST CORNER OF A CALLED 12.000 ACRE TRACT OF LAND CONVEYED TO DENNIS RAY GAGE IN VOLUME 3086, PAGE 634 (O.P.R.H.C.T.X.).

THENCE, WITH THE COMMON BOUNDARY LINE OF SAID 120.41 ACRE TRACT AND SAID 12.000 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES, NUMBERED 1 AND 2,

1. S45°04'48"W, A DISTANCE OF 1048.42 FEET TO A 1/2" IRON ROD FOUND, AND
2. S48°47'28"E, A DISTANCE OF 495.00 FEET TO A CAPPED 1/2" IRON ROD SET STAMPED "800 SECTION", BEING AN EASTERMOST CORNER OF SAID 120.41 ACRE TRACT, SAME BEING THE SOUTHWESTERN CORNER OF SAID 12.000 ACRE TRACT AND BEING ALSO A POINT ON A NORTHWESTERN BOUNDARY LINE OF A CALLED 48.725 ACRE TRACT OF LAND CONVEYED TO DIANE GARONZIK IN VOLUME 2583, PAGE 504 (O.P.R.H.C.T.X.), FOR THE EASTERMOST CORNER OF THE HEREN DESCRIBED TRACT,

THENCE, WITH THE COMMON BOUNDARY LINE OF SAID 120.41 ACRE TRACT AND SAID 48.725 ACRE TRACT, S49°21'08"W, A DISTANCE OF 2388.18 FEET TO A 4" WOOD FENCE POST, BEING THE SOUTHWESTERN CORNER OF SAID 12.000 ACRE TRACT, SAME BEING THE WESTERMOST CORNER OF SAID 48.725 ACRE TRACT, AND BEING ALSO A POINT ON A NORTHWESTERN BOUNDARY LINE OF A CALLED 66.57 ACRE TRACT OF LAND DESCRIBED AS TRACT II AND CONVEYED TO WALTON TEXAS, L.P. IN VOLUME 3913, PAGE 498 (O.P.R.H.C.T.X.), FOR THE SOUTHWESTERN CORNER OF THE HEREN DESCRIBED TRACT,

THENCE, WITH THE COMMON BOUNDARY LINE OF SAID 120.41 ACRE TRACT AND SAID 66.57 ACRE TRACT, N46°10'17"W, A DISTANCE OF 1048.68 FEET TO A CAPPED 1/2" IRON ROD FOUND, BEING A SOUTHWESTERN CORNER OF SAID 120.41 ACRE TRACT, SAME BEING THE NORTHERNMOST CORNER OF SAID 66.57 ACRE TRACT, AND BEING ALSO AN EASTERN CORNER OF A CALLED 87.36 ACRE TRACT OF LAND CONVEYED TO THE CITY OF KYLE IN VOLUME 477, PAGE 878 (O.P.R.H.C.T.X.).

THENCE, WITH THE COMMON BOUNDARY LINE OF SAID 120.41 ACRE TRACT AND SAID 87.36 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES, NUMBERED 1 AND 2,

1. N46°23'03"W, A DISTANCE OF 591.65 FEET TO A CAPPED 1/2" IRON ROD SET STAMPED "800 SECTION", AND
2. N63°48'03"W, A DISTANCE OF 23.48 FEET TO A CAPPED 1/2" IRON ROD SET STAMPED "PRO-TECH", BEING THE WESTERMOST CORNER OF SAID 120.41 ACRE TRACT, SAME BEING A NORTHEASTERN CORNER OF SAID 87.36 ACRE TRACT, AND BEING ALSO A SOUTHWESTERN CORNER OF SAID 200.688 ACRE TRACT, FROM WHICH A CAPPED 1/2" IRON ROD FOUND, STAMPED "C.B. WALBY", BEARS N58°43'21"E, A DISTANCE OF 8.03 FEET.

THENCE, WITH THE COMMON BOUNDARY LINE OF SAID 120.41 ACRE TRACT AND SAID 200.688 ACRE TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES, NUMBERED 1 THROUGH 3,

1. N45°52'02"E, A DISTANCE OF 2040.90 FEET TO A CAPPED 1/2" IRON ROD FOUND,
2. N41°12'05"W, A DISTANCE OF 62.76 FEET TO A CAPPED 1/2" IRON ROD FOUND STAMPED "800 SECTION", AND
3. N47°42'30"E, A DISTANCE OF 438.66 FEET TO THE POINT OF BEGINNING AND CONTAINING 120.458 ACRES OF LAND.

NOTES:

- 1) THE LAND DESCRIBED AND SHOWN HEREON IS THE SAME AS DESCRIBED IN DOCUMENT FOR TITLE INSURANCE PREPARED BY TITLE RESOURCES GUARANTY COMPANY FILE NO. 2038812-BCP.
- 2) AT THE TIME OF THE SURVEY, NO EVIDENCE WAS OBSERVED OF THE PROPERTY BEING USED AS A SOLID WASTE DUMP, SLUMP, OR SANITARY LANDFILL.
- 3) AT THE TIME OF THE SURVEY, NO EVIDENCE WAS OBSERVED OF EARTH WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS.
- 4) AT THE TIME OF THE SURVEY, NO EVIDENCE WAS OBSERVED OF SIDEWALK OR ROAD CONSTRUCTION, AND NO CHANGES IN RIGHT-OF-WAYS WERE PROVIDED TO THE SURVEYOR.

TO: BARRY C. WUKASCH, BRANCH ROAD DEVELOPMENT GROUP, L.L.C., CAPITOL LIFE INSURANCE COMPANY, 1635 LBJ FREEWAY, SUITE 700, DALLAS, TX 75234, TITLE RESOURCES GUARANTY COMPANY, RAYTECH PROPERTY COMPANY, L.L.C., MCGRAWHILLS, L.P., AND THE RESPECTIVE SUCCESSORS AND ASSIGNS OF EACH.

OF # 2038812-BCP EFFECTIVE DATE, NOVEMBER 24, 2020  
THIS PROPERTY IS SUBJECT TO THE FOLLOWING:

- (a) EASEMENT: RECORDED: VOLUME 268, PAGE 81, DEED RECORDS, HAYS COUNTY, TEXAS. TO: COUNTY LINE WATER SUPPLY COOP. PURPOSES: WATER PIPE LINE.
- (b) EASEMENT: (EASEMENT IS 15' IN WIDTH AS PIPELINE IS INSTALLED, UNABLE TO LOCATE ON THE GROUND INGRESS/EGRESS RIGHTS DO APPLY TO SUBJECT TRACT)
- (c) TERMS, CONDITIONS, AND SPECIFICATIONS IN THE DEVELOPMENT AGREEMENT. RECORDED: DOCUMENT NO. 19031783, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS.
- (d) EASEMENT: RECORDED: DOCUMENT NO. 20046314, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS. TO: BARRY C. WUKASCH. PURPOSES: WASTEWATER LINE(S) (SHOWN HEREON)

STATE OF TEXAS  
COUNTY OF HAYS

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT SURVEY WAS THIS DAY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND IS CORRECT, THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 8, 11, 12, 14, 16, 17, 18, 19 AND 20 OF TABLE A, AND THAT THERE ARE NO DISCREPANCIES, CONFLICTS, ENCUMBRANCES IN AREA BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY ENCUMBRANCES OR ROADWAYS EXCEPT AS SHOWN HEREON AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY EXCEPT AS SHOWN HEREON. THE LEGALLY DESCRIBED PROPERTY IS WITHIN A SPECIAL FLOOD HAZARD AREA AS DESIGNATED BY THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAP NUMBER 8202930452E FOR HAYS COUNTY, TEXAS, DATED SEPTEMBER 02, 2005.

NOTE: EVIDENCE OF OVERHEAD POWER LINES AND GAS PIPING OUTSIDE OF DEDICATED EASEMENTS.

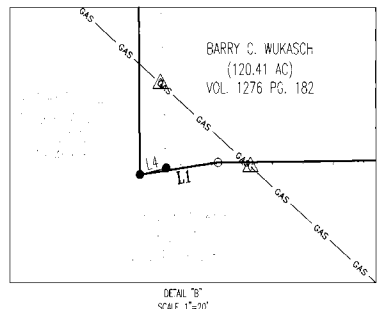
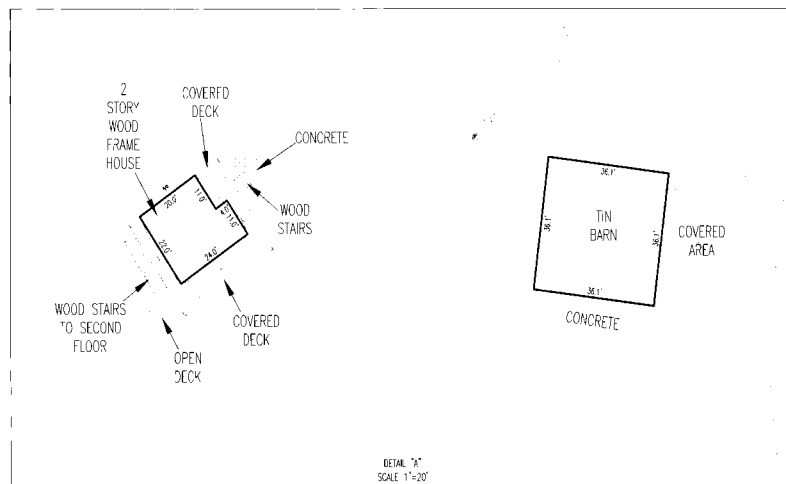
THE FIELD WORK WAS COMPLETED ON NOVEMBER 12TH, 2020.  
DATE OF MAP: NOVEMBER 13TH, 2020.  
DATE OF MAP REVISION: DECEMBER 15TH, 2020.

AARON V. THOMSON, DEPLS 6214  
CARLSON, BRIGANCE AND DOERING, INC.  
5501 WEST WILLIAM CANNON  
AUSTIN, TEXAS 78749  
(512) 280-5160 (512) 280-5155 (FAX)  
AARON@CBDCO.COM

BEARING BASIS: TEXAS COORDINATE SYSTEM, TEXAS SOUTH-CENTRAL ZONE (4204)

**Carlson, Brigance & Doering, Inc.**  
FIRM ID: #F3791 • REG. # 1024900

Civil Engineering • Surveying  
5501 West William Cannon • Austin, Texas 78749  
Phone No. (512) 280-5160 • Fax No. (512) 280-5155



ITEM #	REASON	DATE
1	TITLE OBJECTIONS & REVISED TITLE	12/15/20

Line #	Length	Bearing
11	23.48	N53°48'03"W
12	62.76	N41°12'05"W
13	257.21	N45°52'02"E
14	8.03	S58°43'21"E

**THE STATE OF TEXAS  
COUNTY OF HAYS**

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

21061659 AGREEMENT  
11/05/2021 04:16:16 PM Total Fees: \$74.00

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

