

**DEVELOPMENT AGREEMENT
ESTABLISHING DEVELOPMENT STANDARDS
FOR THE BULLOCK TRACT SUBDIVISION/DEVELOPMENT**

This Development Agreement Establishing Development Standards for the Bullock Tract Subdivision/Development (the "Agreement") is made and entered into, effective as of the 17th day of May, 2022, by and between the **City of Kyle, Texas**, a Texas home rule municipal corporation (the "City"), and Edward Coster Bullock, Jr. (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 Developer owns that certain 119.703 acre tract located in Hays County, Texas, being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (the "Property") and wishes to develop the Property for a mix of single-family residential, (R-1-2, R-1-3, A), residential condominiums (R-1-C) and retail commercial (Community Commercial) (the "Development") **Exhibit B** attached hereto and incorporated herein for all purposes. Required project infrastructure is shown in **Exhibit C**. 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 86th Legislative Session limits the ability of cities to enforce certain development standards governing building materials by ordinance.
- (b) The Developer desires to design to certain zoning districts and construct certain subdivision improvements to ensure viability of the project, and to enhance the built environment in this area of the City. Said infrastructure is more particularly described in **Section 3 Development Standards** and **Exhibit C** attached hereto and incorporated herein for all purposes (the "Property").
- (c) 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.
- (d) The benefits to the Parties set forth in this Section 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.

- (1) Save and except for that 32.009 acre portion of the Property zoned “A-Agriculture” as shown in **Exhibit B** attached hereto for which those default City code provisions regarding design standards presently applicable to property zoned “A-Agriculture” shall apply until such 32.009 acre portion of the Property is rezoned, the developer will design and construct residences and the Development in compliance with this Section 3 and Sec. 53-930 through Sec. 53-934, Chapter 53, City of Kyle Code of Ordinances, which are incorporated herein for all purposes by reference. Materials for residences are further defined as the following:

- For single story homes on 50’ and 65’ lots, the front and side facades of each house will be one hundred percent (100%) masonry construction, exclusive of roofs, eaves, soffits, windows, doors, gables, garage doors, decorative trim, and trim work. For two-story houses on 50’ and 65’ lots, the front façade shall be one hundred percent (100%) masonry on the first floor, exclusive of roofs, eaves, soffits, windows, doors, gables, garage doors, decorative trim, and trim work, but may be horizontal lap siding or board-and-batten manufactured out of fiber-cement or other natural material with comparable performance characteristics on the second floor. Thefaçadefacade may be either masonry or horizontal lap siding or board-and-batten manufactured out of fiber-cement or other natural material with comparable performance characteristics.

Duplex or townhome lots may be any combination of masonry, horizontal lap siding or board-and-batten that is consistent with the architectural style of the home. Material is to be manufactured out of fiber-cement or other natural material with comparable performance chara

- cteristics.

All houses on 50’ and 65’ corner lots shall be one hundred percent (100%) masonry on the first floor of all sides which face a street. All houses on duplex/townhome corner lots

shall have the architecture from the front carry through all sides which face a street.

(2) The Developer will construct the following subdivision improvements and the improvements generally shown in Exhibit C:

- +/- 4,850 linear feet of 12-inch gravity wastewater line to Southside Lift Station on Old Post Road. If found necessary, the City will participate in eminent domain to acquire any associated easements for the wastewater service at the Developer's sole cost and expense. The City will participate in the cost of upsizing the wastewater line, upon approval of estimated cost difference by the City Engineer.
- Extension of a public wastewater line across Roland Lane to the K50 residential project. The design will allow for the K50 lift station to be de-commissioned (by others), and allow the K50 project to utilize gravity wastewater service.
- Drainage improvements to Roland Lane to improve offsite flow from adjacent development north of the Bullock property will be constructed in lieu of the Adjacent Lane Mile fee for the development. If the Adjacent Lane Mile fee value is more than the cost of the drainage improvements, the Developer will pay the difference to the City. The Developer will provide detailed documentation of costs to said improvements to the City prior to final plat recordation (when ALM fee is assessed), and providing such documentation in a form acceptable to the City will be required in order to obtain final plat approval.
- Vybe Trail System as shown in the approved concept plan for the Development.
- Fencrete/masonry fence at the property line along Roland Lane, for length of Roland Lane. Decorative entry monumentation approved by the City where the Vybe Trail intersects with fence is required to invite the public into the project.

(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 occupancy for the Development. 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, construction plans approved by the City (where applicable), 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.

- (a) Developer's rights and obligations under this Agreement may be assigned by Developer to one (1) or more purchasers of all or part of the Property; provided the City Council must first approve and consent to any such assignment by Developer of this Agreement or of any right or duty of Developer pursuant to this Agreement, which consent shall not be unreasonably withheld or delayed.
- (b) 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:

Any notice mailed to the Developer shall be addressed:

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. Statutory Verifications.

- (a) 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.
- (b) To the extent this Agreement 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, 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.
- (c) The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).
- (d) The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive

that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

Section 22. 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.

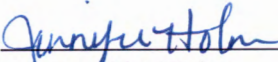
Section 23. Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

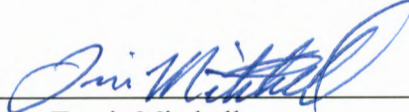
- Exhibit A** – Property Description
- Exhibit B** – Zoning & Concept Plan
- Exhibit C** – Infrastructure Plan

EXECUTED in multiple originals this the 18th day of May, 2022.

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

Attest:

By: 
Name: Jennifer Holm
Title: City Secretary

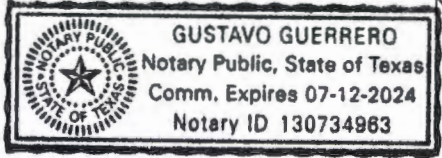
By: 
Name: Travis Mitchell
Title: Mayor

THE STATE OF TEXAS §
COUNTY OF HAYS §

This instrument was acknowledged before me on this 18th day of May, 2022, by Travis Mitchell, Mayor of the City of Kyle, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

Gustavo Guerrero
Notary Public, State of Texas

(SEAL)



DEVELOPER:

By: _____
Name:
Title:

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 20____, by _____, _____ of _____, a _____ company, on behalf of said company.

Notary Public, State of Texas

(SEAL)

THE STATE OF TEXAS §
COUNTY OF HAYS §

This instrument was acknowledged before me on this ____ day of _____, 20__, by _____, Mayor of the City of Kyle, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

DEVELOPER:

By: *Edward Coster Bullock Jr*
Name: EDWARD COSTER Bullock Jr
Title:

THE STATE OF TEXAS §
COUNTY OF Hays §

This instrument was acknowledged before me on this 27th day of May, 2022, by Edward Coster Bullock Jr, owner of property, a _____ company, on behalf of said company.

(SEAL)

Kevin Matthew Forader
Notary Public, State of Texas

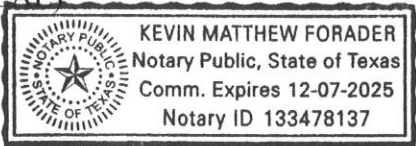


EXHIBIT "A"

Description of Property

WARRANTY DEED 1127 630

Date: January 30, 1995

Grantor: Leta G. Hale, a single woman

Grantor's Mailing Address:

38 Roland Lane
Kyle, Hays County,
Texas, 78640

DOC# 373802

FILED FOR RECORD
DOC# 373802 #13
01-30-1995 02:24:19
RONNIE DANIELLEY
HAYS COUNTY

Grantee: Edward Coster Bullock, Jr.

Ret.

Grantee's Mailing Address:

400 Homestead Road
Kyle, Hays County,
Texas, 78640

Consideration:

Ten (\$10.00) Dollars and other good and valuable consideration receipt of which is hereby acknowledged, and further, for and in consideration of the love, affection, care, maintenance, hard work, and improvements provided by Grantee.

Property:

My twenty-five (25) acres of land in Hays County, Texas more particularly described in Exhibit "A" attached hereto, AND SUBJECT TO the reservation in this instrument.

Reservations from and Exceptions to Conveyance and Warranty:

1. SUBJECT to any and all covenants, easements, rights of ways, etc. of record
2. SUBJECT to any taxes, penalties and interest which are the responsibility of grantee.
3. LIFE ESTATE - Grantor reserves to himself the exclusive possession, use, and enjoyment of the above-granted premises, as well as the rents, issues, and profits of such premises, for and during the natural lifetime of grantor.
4. FURTHER SUBJECT TO A LIFE ESTATE HEREIN GRANTED TO MELVIN EDISON HALE in said twenty-five (25) acres - Grantor reserves to Melvin Edison Hale the joint possession, use, and enjoyment of the above-granted premises, as well as the rents, issues, and profits of such premises, for and during the natural lifetime of Melvin Edison Hale.

Grantor, for the consideration and subject to the reservations from and exceptions to

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Hays County, Texas

1127 631

conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

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

Leta G. Hale
LETA G. HALE

STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on the 30th day of January, 1995 by LETA G. HALE.

(SEAL)



Lise Morse
Notary Public in and for
the State of Texas

PREPARED IN THE LAW OFFICE OF:

DAVID H. MORRIS
Attorney at Law
130 E. San Antonio
San Marcos, Texas 78666

EXHIBIT "A"

1127 632

Being a twenty-five (25) acre tract of land, together with improvements, situated partly in the Z. Hinton Survey No. 12, and partly in the James W. Williams Survey of 1/3rd League, Patent No. 68, Vol. 5, all in Hays County, Texas, described by metes and bounds as follows:

BEGINNING at the North corner of a tract of land conveyed by Jason Wilson and wife to Julius Giesecke by deed dated May 22nd, 1896, recorded in Vol. 35, pages 434-436, Hays County Deed records; THENCE S. 45° W. 716 varas with fence to a cedar post; THENCE S. 29° 20' E. 1147 varas with the S. W. line of the said tract to a stake for corner; THENCE N. 32° 45' E. 1049 varas to a stake in the N. E. line of said Jason Wilson tract, from which stake a Live Oak 18" in dia. mkd. X bears due S. 10 vrs; THENCE N. 45° W. 881.7 varas with the line of said Jason Wilson tract to the place of beginning, and containing 150.1 acres of land, more or less, and being the identical land conveyed by and described in a deed from W. E. Welge, Guardian of the Estates of Norma Dell Welge and Marvin Charles Welge, Minors, to A. A. Hale, recorded in Volume 132, pages 216-218, Deed Records of Hays County, Texas.

There is excepted from the above-described parcel of land and not conveyed hereby, that tract of 125 acres conveyed by A. A. Hale and wife, Leta G. Hale, to the Veterans' Land Board of the State of Texas, by deed dated June 22, 1959, and of record in Volume 178, page 27, Deed Records of Hays County, Texas, which 125 acres of land is fully described by metes and bounds in said deed, to which instrument, and the record thereof, reference is here made and same made a part hereof for further description of said excepted tract, and further described as the tract of land described in a deed dated February 28, 1963, recorded in Vol. 195, page 210 of the Real Property Records of Hays County, Texas, from Robert Agee Hale et al to Leta G. Hale.

STATE OF TEXAS
COUNTY OF HAYS
I hereby certify that this instrument was FILED on
the date and at the time indicated herein by me and was duly
RECORDED, in the Volume and Page of the record RECORDS
of Hays County, Texas, as indicated herein by me.

JAN 30 1995



[Signature]
COUNTY CLERK
HAYS COUNTY, TEXAS

412

WARRANTY DEED

1127 633

Date: January 30, 1995

Grantor: Melvin Edison Hale, a single man

DOC# 373803

Grantor's Mailing Address:

38 Roland Lane
Kyle, Hays County,
Texas, 78640

FILED FOR RECORD
BOOK 373803 #13
01-30-1995 02:24:20
ROBINNE DANIELLEY
HAYS COUNTY

Grantee: Edward Coster Bullock, Jr.

Grantee's Mailing Address:

400 Homestead Road
Kyle, Hays County,
Texas, 78640

Consideration:

Ten (\$10.00) Dollars and other good and valuable consideration receipt of which is hereby acknowledged, and further, for and in consideration of the love, affection, care, maintenance, hard work, and improvements provided by Grantee.

Property:

My one hundred twenty-five (125) acres of land in Hays County, Texas more particularly described in Exhibit "A" attached hereto, AND SUBJECT TO the reservation in this instrument.

Reservations from and Exceptions to Conveyance and Warranty:

1. SUBJECT to any and all covenants, easements, rights of ways, etc. of record
2. SUBJECT to any taxes, penalties and interest which are the responsibility of grantee.
3. LIFE ESTATE - Grantor reserves to himself the exclusive possession, use, and enjoyment of the above-granted premises, as well as the rents, issues, and profits of such premises, for and during the natural lifetime of grantor.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators,

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Hays County, Texas

1127 634

successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

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

Melvin Hale
MELVIN EDISON HALE

STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on the 30th day of January, 1995 by MELVIN EDISON HALE.

(SEAL)



Lise Morse
Notary Public in and for
the State of Texas

PREPARED IN THE LAW OFFICE OF:

DAVID H. MORRIS
Attorney at Law
130 E. San Antonio
San Marcos, Texas 78666

EXHIBIT "A"

1127 635

That certain real property lying and being situated in the County of Hays and State of Texas, being 60.7 acres out of the Z. Hinton Survey #12 and 64.3 acres out of the James W. Williams Survey #11, a portion of that tract described as 150.1 acres of land in deed from Will H. Schaefer et al to A.A. Hale, said deed dated June 5, 1945, and recorded in Vol. 132, page 218, Hays County Deed Records.

BEGINNING at a concrete monument set at a corner post for the most Easterly corner of the tract herein described, same being the most Easterly corner of the aforementioned Hale 150.1 acre tract and the most Northerly corner of that tract of 82.0 acres of land conveyed to Frank A. Stampert by Walter J. Vaughn and wife by deed dated May 14, 1945, and recorded in Volume 137, page 316, Hays County Deed Records. Said beginning corner being also on the S.W. side of a county road;

THENCE with S.W. side of county road and fence N. 44° 59' W. 281.7 vs. (Record) crossing the S.E. line of the Z. Hinton Survey No. 12 and the N.W. line of the James W. Williams Survey #11, and continuing on in all 580.4 varas to a concrete monument for the most Easterly North corner of the tract herein described;

THENCE leaving county road S. 38° 37' W. 417.6 varas to a concrete monument for a re-entrant corner of the tract herein described;

THENCE N. 44° 59' W. 350.7 varas to a concrete monument set under the fence for most Westerly North corner of the tract herein described, same being on the Southeast line of that tract of 300 acres of land described in a deed from Mrs. Mattie C. Parke to Cecil Hughson, said deed dated November 45, 1930, and recorded in Vol. 102, page 169, Hays County Deed Records;

THENCE with fence and Northeast line of Hughson tract, S. 45° 40' W. 116.7 varas to an angle point;

THENCE continuing with fence and Northeast line of Hughson tract S. 45° 12' W. 177.2 varas to a concrete monument for the most Westerly corner of the tract herein described, same being a re-entrant corner in the aforementioned Hughson tract as fenced and used upon the ground; THENCE continuing with Hughson line and fence S. 29° 35' E. 976.1 varas to angle point; THENCE with fence and Hughson line S. 31° 25' E. 56.9 varas to angle point; THENCE continuing with fence and Hughson line S. 30° 40' E. 116.6 varas to a concrete monument at corner post for the most Southerly corner of the tract herein described same being the most Westerly corner of the aforementioned Frank A. Stampert 82.0 acre tract, and on the line of the aforementioned Hughson 300 acre tract; THENCE with fence and Northwest line of Stampert 82.0 acre tract leaving Hughson tract N. 32° 32' E. 1034.8 varas to the place of beginning, containing 125.00 acres of land according to survey made on the ground in February, 1959, by James R.

Hall, Registered Hays County Public Surveyor #406.

1127 636

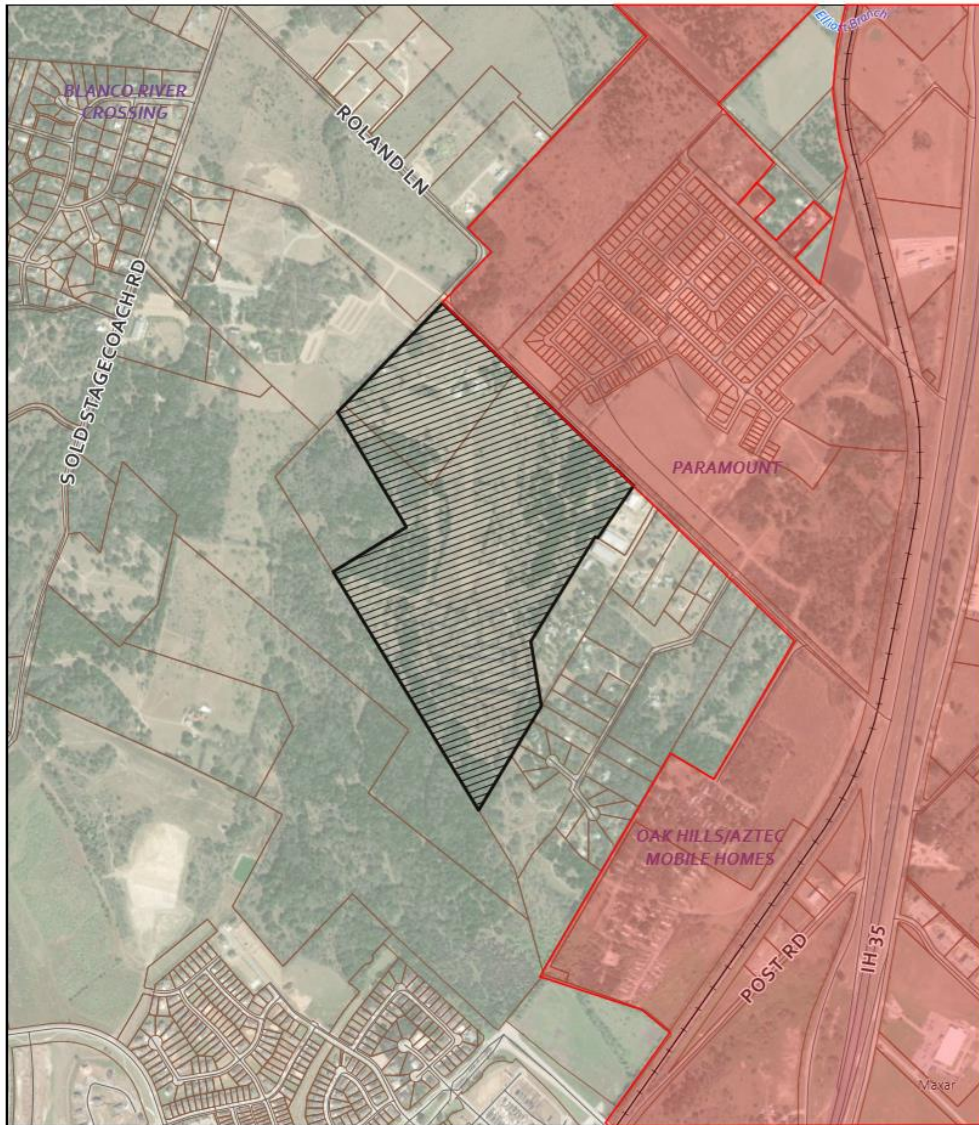
Being the same tract of land as described in a deed dated April 5, 1972, recorded in Vol. 250, page 33 of the real property records of Hays County, Texas, from the Veteran's Land Board of the State of Texas to Melvin Edison Hale.

STATE OF TEXAS
COUNTY OF HAYS
I hereby certify that this instrument was FILED on
the date and at the time stamped hereon by me and was duly
RECORDED, in the Volume and Page of the nearest RECORDS
of Hays County, Texas, as stamped hereon by me.


JAN 30 1995



David D. Smalley
COUNTY CLERK
HAYS COUNTY, TEXAS



Property Location Map
 ANNX-22-0017
 119.7 Acres
 Voluntary Annexation

 Property to be Annexed

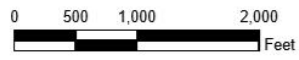


Exhibit B Zoning Map

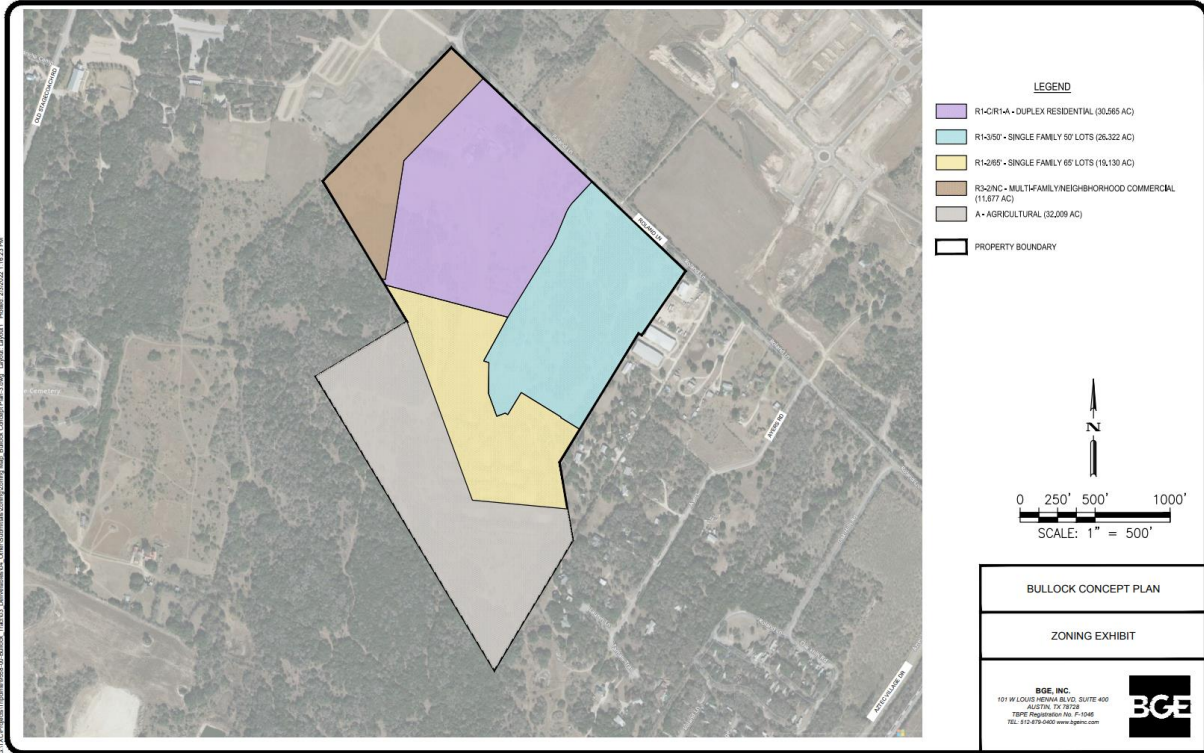


Exhibit C Project Infrastructure

