

- F) Subdivision Streets. Streets within the Property, as illustrated in Exhibit M, will be constructed in accordance with the dimensions shown on the attached Exhibit L.
- G) State Highway 45. The Landowners agree not to plan any proposed residential lots or permanent improvements within an area that may be identified to be right-of-way for the future SH 45 extension across the Project site (the "SH 45 ROW Area") for a period of fifteen (15) years from the Effective Date or, if the State of Texas elects not to pursue the future SH 45 extension, the date of such decision, whichever is earlier; provided that, however, temporary improvements that serve the remainder of the Project and permanent improvements that serve the remainder of the Project and are compatible with the future SH 45 extension are allowed within the SH 45 ROW Area. The agreement to refrain from planning any permanent development within the SH 45 ROW Area shall not be considered a reservation or dedication of right-of-way and shall not otherwise be considered a restriction on or impairment of such area that would in any way diminish the value of the SH 45 ROW Area. The agreement of the Landowners to refrain from planning any permanent improvements of the SH 45 ROW Area is solely as an accommodation to avoid the construction and installation of permanent improvements that would otherwise have to be acquired and/ or removed by a governmental entity in addition to providing just compensation to the value of the SH 45 ROW Area being acquired. Notwithstanding the Landowners temporary accommodation as set forth herein, the SH 45 ROW Area shall be deemed to be fully entitled to the uses and development allowed under this Agreement for the purposes of valuing such area for future acquisition of the SH 45 ROW Area based on the Landowners' receipt of just compensation for such right-of-way acquisition. If all or any portion of the SH 45 ROW Area is not acquired by the State of Texas prior to the expiration of the period set forth above, then the SH 45 ROW Area may be developed in accordance with the terms of this Agreement as if such area were part of the Property, and the caps on residential units and LUEs set forth in this Agreement shall not apply.
- H) Modification. Anything herein to the contrary notwithstanding, the City acknowledges that the design of the intersections of RM 967 and Marathon Road and FM 1626 and the 1626 Connector are subject to approval by TXDOT and/ or Hays County and that any modifications required by TXDOT and/ or Hays County may affect the configuration and location of such roadways and other roadways in and adjacent to the Property. If changes to roadway configurations or locations are necessary due to modifications by TXDOT and/ or Hays County, the City and the Landowners agree to amend the corresponding provisions of this Section 16 to facilitate needed traffic improvements while ensuring that all contemplated right-of-way is dedicated, all traffic improvements are constructed, and the Landowners receive the PID and TIRZ financing and funding as contemplated by this Agreement.
- I) Traffic Impact Analysis Approval. The TIA is hereby approved by the City with respect to "Scenario 1" for any and all purposes. Section 3.05.09 of the UDC shall not apply. The City hereby further agrees that, as long as the total vehicle trips per day generated by the Project using the traffic generation assumptions set forth in the TIA are not exceeded, no other traffic impact analysis, and no other study, analysis, report, data, update, memoranda, models, documents, or other



information related to traffic impacts and/ or the mitigation thereof will be required in connection with any development of the Property. The City hereby agrees that only the mitigation set forth in the approved TIA shall be required for such development of the Project. The City's UDC is hereby modified to extent necessary to effectuate the terms of this subsection.

17. *Prairie Building Program.* The Prairie Building Program shall be allowed as provided in this Section. For the purposes of this Agreement only, "Prairie Building" shall be defined as single family residential home construction in a final platted phase of a subdivision where either (1) all required public improvements (water and wastewater systems, streets, and drainage facilities) have not yet been completed and accepted into the maintenance warranty period by the City or (2) an improvement agreement has not been executed and appropriate performance surety has not been provided in accordance with 3.04.05 of the UDC.
- A) At the time the Landowners submit construction plans for public improvements to the City Engineer for code conformance review, the Landowners may request to phase construction of the subdivision improvements. The construction plans submitted for review and consideration of release for construction shall clearly delineate those facilities to be constructed in the current phase. Any infrastructure required to mutually support multiple phases of the subdivision shall be constructed as a part of the first phase of the subdivision development. All requests for phasing made after construction plans have been released for construction shall be resubmitted to the City Engineer.
- B) A building permit within a platted lot will be released by the City when all the following conditions are fully satisfied by the Landowners:
- (1) The final plat must be recorded.
  - (2) An improvement agreement must be fully executed with the appropriate surety provided in accordance with Section 3.04.05 of the UDC for all construction included in the approved public improvements construction plans that has not yet been completed. In lieu of a completion bond, the Landowners may submit an irrevocable letter of credit payable to the City and approved to form by the City Attorney.
  - (3) All requirements of the City's Stormwater Management Program shall be met to the satisfaction of the City as approved by the City Manager.
  - (4) An engineering-stamped plan documenting erosion and sedimentation controls and tree/natural area protective fencing shall be provided to the City and must be approved by the City Manager prior to any construction.
  - (5) All detention ponds shall comport with the City standards as set forth in the City's engineering criteria manual as established in Section 1.01.06 of the UDC. All outlet structures shall be constructed prior to any grading. The outlet system must consist of a sump pit outlet and an emergency spillway meeting the requirements of the City's drainage criteria manual and environmental criteria manual, as established in Section 1.01.06 of the UDC. The outlet system shall be protected from erosion and shall be maintained throughout the course of construction until completion of the



permanent water quality pond(s). Construction-phase sedimentation basins shall comply with the requirements of TPDES Construction General permit (CGP) TXR150000.

- (6) Adequate fire protection is available, which shall mean (i) public utilities are installed, (ii) hydrants providing fire protection are operational, and (iii) access is provided by having street curbs and gutters installed, where required, and public street subgrades are leveled and worked to proper compaction to facilitate vehicle movement meeting a single axle load of 32,000 pounds or wheel load of 16,000 pounds (i.e., AASHTO HS-20 two-axle truck loading).
  - C) Prior to any construction on the Property, an emergency services and access plan must be submitted to and approved by Hays County Emergency Services Districts #2 and #8. At all times during construction, the public water system fire flow requirement of 1,500 minimum gpm shall be provided. Distribution system pipe sizes shall be sized in accordance with a hydraulic report prepared by a licensed professional engineer. Water distribution network capacity analyses related to development are the sole responsibility of the Landowner. A minimum pressure of 35 psi at all points within the potable water distribution network at flow rates of at least 1.5 gpm per connection must be maintained. When any portion of the public water distribution system is intended to provide fire-fighting capability, the network must also be designed to maintain a minimum pressure of 20 psi under combined fire and drinking water flow conditions.
  - D) Where the entirety or a portion of a water, wastewater, or storm drainage main is placed under paved public right-of-way and the Landowners do not provide full compacted base backfill from the bedding of the main to the pavement sub-base, a three (3) year maintenance bond shall be required for all utility infrastructure placed under a street.
  - E) No Certificate of Occupancy for any structures within a particular phase of development shall issue until all public infrastructure for such phase provided within the final plat is approved and accepted by the City subject to the maintenance warranty period by the City.
  - F) The City shall have the discretion to terminate use of the Prairie Build Program after Phase 1 if use of the Prairie Build Program results in excessive violations. Excessive Violations shall be defined as more than three (3) stop work orders issued by the City.
18. *Annexation.* Subject to the terms and conditions set forth in this Agreement, the Landowners agree to voluntarily consent to and request that the City approve annexation of the ETJ Parcels as provided this Agreement. Each Landowner agrees that it shall request annexation of its respective ETJ Parcels, which request for annexation shall be expressly conditioned on the concurrent approval by the City of the zoning required in Section 10 of this Agreement, the prior approval of the creation of the PID, the prior approval of the PID Financing Agreement and Reimbursement Agreement, the prior approval of the creation of the TIRZ, the prior or concurrent execution of all documents and agreements, as applicable, related to the TIRZ and PID, and the concurrent approval of PID bond issuance and the final TIRZ project and finance plan, and the ETJ Parcels will be annexed into the corporate limits of the City in accordance with and subject to the



provisions of this Agreement. The City agrees that zoning of the ETJ Parcels and re-zoning of the City Limit Parcel, the approval of the final TIRZ project and finance plan, and execution of all documents and agreements related thereto, and the approval of PID Bond issuance shall occur concurrently with annexation. The City further agrees that approval of the creation of the PID, approval and creation of the TIRZ and the approval of a preliminary TIRZ project and finance plan, PID Financing Agreement, and Reimbursement Agreement shall occur prior to annexation. Notwithstanding the foregoing, annexation and zoning shall be for the entire Property shall not occur unless and until the PID and TIRZ described in Section 19 of this Agreement are fully and finally created in accordance with applicable state law, the PID Financing Agreement and any other related PID and TIRZ documents and agreements are previously or concurrently approved and executed, and PID Bond issuance is subsequently authorized, as applicable. The Landowners request for annexation pursuant to this section is further conditioned on the concurrent consideration by the City of the final TIRZ project and finance plan, the issuance of PID Bonds, and zoning of the Property. If such annexation, zoning, TIRZ approvals and PID Bond issuance approvals do not occur concurrently and simultaneously as provided herein, the Landowners' consent to the annexation and their petitions for annexation shall be deemed withdrawn and revoked as the annexation of the ETJ Parcels shall not be voluntary and shall be null and void *ab initio*. The terms of this Section 18 shall be incorporated in the terms of the annexation services agreement pursuant to Section 43.0672 of the *Texas Local Government Code*. Pursuant to Section 212.172(b)(8) of the *Texas Local Government Code*, the City agrees that the land uses, development, City code and ordinance modifications, and development intensity shown on and allowed in the Conceptual Plan and this Agreement shall be allowed for the ETJ Parcels after annexation regardless of the zoning approved by the City. Without waiving or limiting the application of the foregoing consequences, following approval of annexation, if the City does not zone the Property as provided in Section 10 of this Agreement, create the PID and TIRZ and approve and execute all related documents and agreements prior to annexation, or issue the PID Bonds as provided herein (unless any such failure is due to the Landowners' inability to perform its obligations as provided in this Agreement), then any affected Landowner, may seek and obtain dis-annexation of its respective ETJ Parcel for failure to provide services contained within the municipal service agreement pursuant to Section 43.0672 of the *Texas Local Government Code*, and, at the Landowners' discretion, the Property shall be and remain entitled to the rights and benefits provided in this Agreement notwithstanding any such failure as provided in Section 19.F(2) below. Following approval of annexation, if the City fails to approve and execute all related documents and agreements related to the PID and/ or TIRZ, or to issue the PID Bonds as provided herein (unless any such failure is due to the Landowners' inability to perform its obligations as provided in this Agreement), at the request of Landowners, the City shall take any and all necessary legal actions to immediately disannex the Property and, at the Landowners' discretion, the Property shall be and remain entitled to the rights and benefits provided in this Agreement pursuant to Section 19.F(2) below notwithstanding any such failure. The City agrees to cooperate with any and all reasonable efforts of the Landowners to document the Property's status as provided in this Section 18.

19. Creation of PID and TIRZ.

- A) Contemplated Sequence of Events. In accordance with the Persimmon Development Procedures in **Exhibit P**, the sequence of events with respect to the PID as contemplated by this Agreement is as follows:



- (1) Approval of this Agreement by the City and the Landowners;
- (2) Expansion of the City ETJ over the ETJ Parcels;
- (3) Review and acceptance of the PID Petition and setting of a public hearing for the creation of the PID and TIRZ by the City;
- (4) Creation of the PID and the TIRZ and approval of the preliminary TIRZ project and finance plan, subject to approval by City Council;
- (5) Review and approval of the PID Financing Agreement and Reimbursement Agreement;
- (6) Submittal and review of preliminary plats applications for the various phases of the Project;
- (7) Review and consideration of annexation and zoning for the ETJ Parcels and re-zoning of the City Limits Parcel, with concurrent approval of the PID Bond issuance, which shall be approved as provided in and subject to the terms of this Agreement;
- (8) Review and approval of final project and finance plan for the TIRZ and creation of the TIRZ to occur concurrently with annexation; and
- (9) Concurrent with annexation and zoning of the Property, the City and the Landowners' negotiation and execution of various agreements and the City Council's consideration of resolutions and ordinances to effectuate the terms of this Agreement, including, but not limited to: the preparation and approval of the SAP, formal approval of the TIRZ project and finance plan, the levy of PID Assessments on property within the PID, and the issuance of the first series of PID Bonds.

B) City's Obligations. The City will reasonably cooperate with the Landowners and use its best efforts, in good faith, to:

- (1) Negotiate and enter into the PID Financing Agreement and a Reimbursement Agreement, if any, and approve the form of SAP and TIRZ project and finance plan prior to the issuance of the PID Bonds, provided that:
  - (i) The PID Financing Agreement and the SAP will specifically identify the Authorized Improvements; and
  - (ii) Prior to publication of the Preliminary Limited Offering Memorandum, the Landowners shall provide evidence of financial security sufficient to fund the Authorized Improvements that will not be paid for or reimbursed by the PID Bonds, which fiscal security shall be in the form of (i) evidence of available funds to the Landowners in cash, (ii) a letter of credit, or (iii) a reasonably acceptable lending facility, only to the extent that the Authorized Improvements have not already been completed and paid for by Landowners or otherwise to the extent that the PID Bonds are insufficient to fund such Authorized Improvements. Delivery of



fiscal security is required no later than the closing date of the bonds;  
and

- (2) Authorize issuance of the initial PID Bonds within four (4) months after Landowners' PID Petition is submitted (the "Bond Authorization Date") in accordance with the PID Bond issuance requirements set forth in this Agreement, provided City is proceeding in good faith and Landowners have provided all necessary documentation to effectuate the transaction; and
  - (i) An Appraisal of property within the PID has been prepared by a third party selected by the City and reasonably approved by the Landowners prior to issuance of PID Bonds;
  - (ii) The Parties have entered into the PID Financing Agreement and a Reimbursement Agreement, if applicable;
  - (iii) PID Assessments in an amount adequate to finance the PID Bonds have been levied against the Property and the SAP has been adopted.
  - (iv) The Landowners can reasonably demonstrate to the City and its financial advisors that, as of the time of the proposed bond sale that (i) all applicable requirements in the PID Financing Agreement necessary for issuance of the PID Bonds have been satisfied, and (ii) sufficient security for the PID Bonds based upon the existing market conditions at the time of such bond sale; and
- (3) Subject to the conditions set forth in Sections 19(B)(1) and (2), approval of the PID Financing Agreement, a Reimbursement Agreement, if any, the SAP, and issuance of the PID Bonds.

C) PID Bond Issuance Requirements. The Parties acknowledge (i) that the PID Petition was submitted prior to adoption of the City's "Public Improvement District Policy" and (ii) agree that, as consideration for the Landowners' development of the Project, the City's issuance of PID Bonds and the PID Financing Documents shall be subject to the following requirements, and shall not be subject to such Public Improvement District Policy:

- (1) PID Bond Operations. The PID Bonds may be used to fund: (i) the actual costs of the Authorized Improvements, (ii) to the extent permitted by law, required reserves, additional interest, and capitalized interest during the period of construction and not more than twelve (12) months after the completion of construction of all Authorized Improvements covered by the PID Bond issue in question and in no event for a period greater than thirty-six (36) months from the date of the initial delivery of the PID Bonds, (iii) a PID reserve fund and administrative fund, and (iv) any costs of issuance for the PID Bonds; provided, however, that to the extent the law(s) which limit the period of capitalized interest to twelve (12) months after completion of construction change, the foregoing limitation may, with the agreement of the Parties, be adjusted to reflect the law(s) in effect at the time of future PID Bond issuances.
- (2) Maturity. The final maturity for each series of PID Bonds shall occur no later than thirty (30) years from the issuance date of said PID Bonds.



- (3) Value to Lien Ratio. The minimum value to lien ratio based on the anticipated final lot and/ or parcel values as provided in an Appraisal at the issuance date of each series of PID Bonds shall be at least 2 to 1 as set forth in the Indenture of Trust, unless a lower ratio is approved by City Council.
  - (4) Maximum PID Administrative Expenses. The administrative expenses related to the PID, as set forth in the SAP, shall not be estimated to increase by more than two percent (2%) on an annual basis; provided that however, reasonable increases in administrative fees over such estimated amount are allowed if the result of additional PID Act compliance requirements, commercially reasonable increases in vendor fees, or other reasonably incurred administrative cost increases. In addition, and notwithstanding the foregoing, in the event that the City has contracted with a third-party administrator to administer the PID, the City agrees that it shall not charge any additional City fees related to administration of the PID.
  - (5) Cap on Equivalent Tax Rate. For each lot classification identified in the SAP, an overlapping tax rate equivalent, including all taxing entities and the PID Special Assessment rate, of \$3.25 per \$100 of estimated buildout value, and \$3.00 per \$100 of estimated buildout value with the offset generated by the TIRZ (the "Project ETR"), shall be established (subject to the following adjustment) for the Project, and such the Project ETR shall not be reduced if any of the tax rates of any existing taxing entities is subsequently reduced such that the PID Special Assessment rate may be increased up to the Project ETR in that event. Notwithstanding the foregoing, the Project ETR shall be increased to an amount necessary to ensure that in no case will there less than a PID Special Assessment tax rate equivalent of \$1.20 per \$100 of estimated buildout value with the offset generated by the TIRZ. The estimated buildout value for a lot classification shall be determined by the PID administrator using information provided by the Landowners and confirmed by the City Council by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, information provided by the Landowners, or any other information that may help determine buildout value.
- D) Funding of Authorized Improvements. The Parties agree that the City shall have no obligation under this Agreement to fund or reimburse certain project costs for Authorized Improvements within the PID except for remittance of PID Assessments collected from property owners within the Project. The PID project costs to be funded by the PID (the "PID Project Costs") will be described in the SAP, which Authorized Improvements confer a special benefit on the Property. The PID Project Costs will also be stated in the SAP. The PID Project Costs will include the cost of one-year maintenance bonds for all PID project facilities funded with the proceeds of PID Bonds. The City shall review and update the SAP consistent with the requirements of Section 372.013(b) of the PID Act and this Agreement. As needed to implement the SAP, the City and the Landowners will enter into a Reimbursement Agreement that provides for the Landowners construction of certain Authorized Improvements and the City's allowance of PID Project Costs to be funded out of the project account established with PID Bond proceeds. The City



will use its best efforts to issue one or more series of PID Bonds secured, in whole or in part, by assessments levied against benefited property within the PID. The net proceeds from the sale of PID Bonds (i.e., net of PID administration costs, net of costs and expenses of issuance and amounts for debt service reserves and capitalized interest) will be used to pay PID Project Costs. Notwithstanding the foregoing, the obligation of the City to issue PID Bonds is conditioned upon the adequacy of the bond security and the financial ability and obligation of the Landowners to pay the amount, if any, by which PID Project Costs exceed the net proceeds from the sale of PID Bonds and the amount, if any, of cost overruns. Prior to publication of the Preliminary Limited Offering Memorandum, the Landowners shall provide evidence of financial security sufficient to fund the Authorized Improvements that will not be paid for or reimbursed by the PID Bonds, which fiscal security shall be in the form of (i) evidence of available funds to the Landowners in cash, (ii) a letter of credit, or (iii) a reasonably acceptable lending facility, only to the extent that the Authorized Improvements have not already been completed and paid for by Landowners or otherwise to the extent that the PID Bonds are insufficient to fund such Authorized Improvements. Delivery of fiscal security is required no later than the closing date of the bonds. The net proceeds from the sale of the PID Bonds will be deposited in and disbursed from a construction fund created and administered pursuant to the Indenture of Trust under which the PID Bonds are issued. The Parties agree that the Landowners shall have no obligation to provide any such financial assurance to the City for any Authorized Improvements that are funded by the Landowners, and which are reimbursed by the PID (either from the proceeds of PID Bonds or, if PID Bonds are not issued, by payment of PID Assessments to the Landowners).

E) Creation of TIRZ. In addition to the PID, the City acknowledges and agrees that in order to deliver the Authorized Improvements and public infrastructure contemplated in this Agreement that all of the annual installments of the PID Assessments by property owners within the Property will be offset each year by incremental *ad valorem* taxes as set forth herein.

- (1) For the portion of the Property located in Hays County, the annual installments of the PID Assessments by property owners within such portion will be offset each year (until all of the PID Assessments are fully paid) by incremental City and Hays County (but only if, and only to the extent that, Hays County agrees to such offset in an interlocal agreement with the City ("TIRZ ILA")) *ad valorem* taxes due for such property owners' portion of the Property that year in excess of the amount of such taxes that were due for and allocated to the Property on the Effective Date of this Agreement. If Hays County agrees in a TIRZ ILA to contribute 50% of the Hays County tax increment to the TIRZ for such offsets, then the City agrees that such annual installments shall be offset by 50% of the incremental City *ad valorem* taxes due for such property owners' portion of the Property that year in excess of the amount of such taxes that were due for and allocated to such portions of the Property in 2024. If Hays County does **not** agree in a TIRZ ILA to contribute 50% of the Hays County tax increment to the TIRZ for such offsets, then the City agrees that such annual installments shall be offset by 75% of the incremental City *ad valorem* taxes due for such property owners' portion of the Property that year in excess of the amount of such taxes that were due for and allocated



to such portions of the Property in 2024. In addition, if requested by Hays County, the City agrees to include within the land covered by the TIRZ additional, other land (in addition to the Property) within the City's ETJ that is not within the Property and that is less than 50% of the appraised value of all of the land (including the Property) covered by the TIRZ so that Hays County may implement a separate 25% tax increment revenue account for such other land set aside for designated County projects. After PID annual installment offsets no less than an amount equal to \$0.25 per \$100.00 of valuation for each portion of the Property (the "Minimum Tax Increment Offset Rate") have been made from the City and Hays County (if applicable) TIRZ revenues, Hays County TIRZ revenues may be used on other Hays County projects as may be authorized under Texas law. As an alternative to PID annual installment offsets, the Landowners may request, subject to City Council approval, that the TIRZ revenues (or portions thereof) available for such offsets, be used to reimburse the Landowners for improvements or costs (including interest) authorized by Chapter 311 of the Texas Tax Code. The Landowners agree to work in a good faith partnership with the City to secure Hays County TIRZ participation through the TIRZ ILA. The City will take any and all actions reasonably necessary to create and establish the TIRZ concurrently with creation of the PID, and to operate, fund, and maintain the TIRZ concurrently with annexation of the ETJ Parcels and prior to the issuance of the first series of PID Bonds so that a TIRZ revenue fund is established and available as a credit to annual installments of the PID Assessments in amounts provided herein.

- (2) For the portion of the Property located in Travis County, the annual installments of the PID Assessments by property owners within such portion will be offset each year (until all of the PID Assessments are fully paid) by incremental City *ad valorem* taxes due for such property owners' portion of the Property that year in excess of the amount of such taxes that were due for and allocated to the Property on the Effective Date of this Agreement. The City agrees that such annual installments shall be offset by 75% of the incremental City *ad valorem* taxes due for such property owners' portion of the Property that year in excess of the amount of such taxes that were due for and allocated to such portions of the Property in 2024. As an alternative to an offset to PID Assessments, the Landowners may request, subject to City Council approval, that the TIRZ revenues (or portions thereof) be used to reimburse the Landowners for improvements or costs (including interest) authorized by Chapter 311 of the Texas Tax Code. The City will take any and all actions reasonably necessary to create and establish the TIRZ concurrently with PID creation, and to operate, fund, and maintain the TIRZ concurrently with annexation of the ETJ Parcels and prior to the issuance of the first series of PID Bonds so that a tax increment revenue fund is established and available as a credit to annual installments of the PID Assessments in amounts provided herein.

- F) Failure to Create PID/TIRZ. Notwithstanding the foregoing provisions or anything herein to the contrary, if the City fails to create either the PID or the TIRZ as contemplated in this Agreement, approve and execute all related documents and agreements related to the PID and/ or TIRZ, or to issue the PID Bonds as provided herein (unless any such failure is due to a bad faith request on the part of



Landowners related to the PID and/ or TIRZ), Landowners shall have the right, in its sole discretion, to elect whether to:

- (1) Terminate this Agreement in its entirety and return to the status of the Property to which it existed prior to execution of this Agreement and to be treated as if this Agreement was never executed. With this election, the City agrees to withdraw its objection to the creation of the municipal utility district ("MUD") over the Property currently pending and on file with the TCEQ and any subsequent amendments, additions, or annexations thereto and to take any and all necessary legal actions to immediately disannex the Property from the City's full purpose jurisdiction (as may be applicable) and release the Property from the City ETJ;
  - (2) Maintain this Agreement in full force and effect as to: Sections 1-7 (with only those definitions in Section 7 that are still applicable based on the continuation of the other sections identified in this subsection), 9, 13, 19.F, 29, and 31-45, 47, and 48 (with only those exhibits that are still applicable based on the continuation of the other sections identified in this subsection) only, subject to any modifications in those sections specifically noted as being amended by the failure to create the PID and/ or TIRZ. With this option, the failure to create the PID and/ or TIRZ shall be deemed an election by the City, and the City hereby agrees to take all actions necessary or appropriate, to withdraw its objection to the creation of the MUD over the Property currently pending and on file with the TCEQ and any subsequent amendments, additions, or annexations thereto and to take any and all necessary legal actions to immediately disannex the Property from the City's full purpose jurisdiction (as may be applicable) and release the Property from the City ETJ. Notwithstanding the foregoing, if the Landowners make this election and the City fails or refuses to immediately disannex the Property from the City's full purpose jurisdiction (as may be applicable) and release the Property from the City ETJ, then the City agrees, pursuant to Section 212.172(b) of the Texas Local Government Code that any and all City use, construction, permitting, inspection, development, environmental, drainage, subdivision, tree preservation, and /or any other regulation that might otherwise be applicable to the development of the Property in the City limits and/ or the ETJ shall not be applicable, save and except as provided in those sections set forth above in the first sentence of this subsection that will continue to apply with this election; or,
  - (3) Maintain this Agreement in full force and effect with the provisions in this Agreement that apply in the event the City fails to create the PID and/ or TIRZ continuing to apply. With this option, the failure to create the PID and/ or TIRZ shall be deemed an election by the City, and the City hereby agrees to take all actions necessary or appropriate, to withdraw its objection to the creation of the MUD over the Property currently pending and on file with the TCEQ and any subsequent amendments, additions, or annexations thereto.
- G) Withdrawal of MUD Application. From and after the Effective Date, and for so long as the City complies with the terms of this Agreement, the Landowners agree that they will not set a date for a case hearing for approval of the MUD by the TCEQ.



Upon completion of annexation, zoning, approval and execution of all documents and agreements related to the PID and TIRZ as contemplated in this Agreement, and PID Bond issuance, the Landowners agree to withdraw the MUD application currently pending with the TCEQ unless Landowners agree to withdraw the MUD application earlier.

20. *Public Use Site.* The Landowners agree to designate and reserve a site on the Property as reasonably determined by the Landowners for use as a public use space such as a school (the "*Public Use Site*") on the following terms and conditions: (i) the Public Use Site shall be a minimum of fifteen (15) acres, (ii) the Public Use Site shall be located in an appropriate location depending on the public use as noted on Exhibit B attached hereto, (iii) the Public Use Site shall be available for purchase by a public entity on commercially reasonable terms acceptable to Landowners, (iv) the Public Use Site must be purchased by the public entity on or before the fifth anniversary date of the commencement of construction of the first Phase of the Project, and (v) if the Public Use Site is not purchased in such time period, the Site may be used and developed as allowed for the Residential Tracts as set forth in this Agreement.
21. *Emergency Services Site.* The Landowners agree to designate and dedicate a site on the Property as reasonably determined by the Landowners for use by the Hays County Emergency Services District #8 ("*HCES*") as an emergency services site (the "*ESD Site*") on the following terms and conditions: (i) the ESD Site shall be a minimum of three and one-half (3.5) acres, (ii) the ESD Site shall be donated to HCES, (iii) the ESD Site must be donated within six (6) months of plat recordation for the Phase of development in which the ESD Site is located and must be accepted by HCES before final Phase of the Project is approved for development, and (iv) if the ESD Site is not accepted by HCES in such time period, the ESD Site may be used and developed as allowed for the Residential Tracts as set forth in this Agreement.
22. *Contractors' Bonds.* The Landowners will require the contractor for any public improvements constructed to name the City as an additional beneficiary under the contractor's payment and performance bond for the public improvements.
23. *Development Obligations.* If there is a conflict between the Conceptual Plan and the written terms of this Agreement, the written terms of this Agreement will control. If there is a conflict between the UDC or other applicable City regulations and the terms of this Agreement, the terms of this Agreement will control.
24. *Eminent Domain.* Nothing in this Agreement shall obligate or require the City to exercise its eminent domain authority for any element of the Project. The City specifically reserves its authority pursuant to Chapter 251 of the *Texas Local Government Code* to exercise eminent domain over the Property.
25. *Municipal Services.* The Landowners acknowledge and agree that the City is under no obligation to provide the Landowners with any municipal services (such as police protection, fire protection, drainage and street construction, or maintenance), with respect to the ETJ Parcels prior to annexation of the ETJ Parcels, except as otherwise specifically provided for this Agreement.
26. *Extraterritorial Status.* The City hereby guarantees the extraterritorial status of the ETJ Parcels and that it shall not annex the ETJ Parcels for the time period provided for in this Agreement, subject to the terms and conditions of this Agreement.



27. *Voluntary Annexation.* By entering into this Agreement, the Landowners agree to voluntarily petition the City to annex and include the ETJ Parcels within the ETJ and subsequently the jurisdictional city limits of the City subject to and as provided in the terms and conditions set forth in this Agreement.
28. *Written Agreement Regarding Services.* The Landowners and City will enter into the written agreement regarding services, attached as Exhibit N, as required by Section 43.0672, *Texas Local Government Code*, regarding the provisions of services to the ETJ Parcels upon annexation as provided in this Agreement.
29. *Landowners' Right to Continue Development.* In consideration of the Landowners' agreements hereunder, except as provided herein, the City agrees that it will not, during the term of this Agreement, impose or attempt to impose (a) any moratorium on building or development within the Property, or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary plats, final plats, site plans, or other necessary approvals, within the Property unless the moratorium is mandated by an agency of the State of Texas or the United States, or is applicable to the City in its entirety. The City may impose temporary moratoria provided that any such moratorium is applicable to the City's entire jurisdiction and is due to an emergency constituting an imminent threat to the public health or safety, provided that any such moratorium may continue with respect to the Property only during the duration of the emergency.
30. *Vesting of Rights.* The Conceptual Plan, which has been approved by the City as of the Effective Date of this Agreement, constitutes a development plan as provided in Section 212.172 of the *Texas Local Government Code*, is an application by the Landowners for the development of the Property, and initiates the development permit process for the Property. Except in the event and the extent that the Landowners have previously filed an application related to the development of the Property (in which event such prior development application shall be the first permit application), this Agreement shall constitute the first (permit) in a series of applications for the purposes of rights accruing as contemplated in Chapter 245 of the *Texas Local Government Code*. To the extent applicable, an accrued right under this Section 30 shall not apply to those regulations identified in Section 245.004 of the *Texas Local Government Code*. Landowners and City each acknowledge that the detailed submissions to the City (in the aggregate) regarding the planned uses and development of the ETJ Parcels illustrate the planned use for the land which existed before the 90<sup>th</sup> day before the date any annexation proceedings will be instituted in connection with the ETJ Parcels. The Landowners and City each further acknowledge that one or more licenses, certificates, permits, approvals or other forms of authorization by the City were required by law for the planned uses, and that the Landowners filed one or more completed applications for the initial authorization for such uses with the City before the date any annexation proceedings were instituted in connection with the ETJ Parcels. The Landowners and City also acknowledge that the preceding detailed submissions regarding the development of the ETJ Parcels meet all requirements and conditions set forth in Section 43.002(a) of the *Texas Local Government Code*, triggering the statutory prohibition upon annexation which prohibits the City from prohibiting the Landowners from continuing to develop the ETJ Parcels in the manner planned prior to the annexation. This acknowledgement does not otherwise constitute approval or denial of any regulatory power or contractual agreement related to the Property.



31. *Force Majeure.* If any Party is rendered unable, wholly or in part, by Force Majeure, hereinafter defined, to carry out any of its obligations under this Agreement other than an obligation to pay or provide money, such Party shall give written notice of the particulars of such Force Majeure to the other Party within a reasonable time after the occurrence thereof. The obligations of the Party giving notice, to the extent affected by such Force Majeure, will be suspended during the continuance of the inability to the extent provided above, but for no longer period. The Party giving notice shall use due diligence in being used to resume performance at the earliest practicable time. The cause, as far as possible, must be remedied with all reasonable diligence; however, the settlement of strikes and lockouts will be entirely within the discretion of the Party affected, and the requirement that any Force Majeure be remedied with all reasonable dispatch will not require the settlement of strikes and lockouts by acceding to the demand of the opposing Party or parties if settlement is unfavorable to it in the judgment of the affected Party.
32. *Severability.* If any part of this Agreement or its application to any person or circumstance is held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the Parties agree that they will cooperate to amend or revise this Agreement to accomplish, to the greatest degree practical, the same purpose as the part determined to be invalid or unconstitutional. It is the intent of the Parties to preserve and protect, to the maximum extent possible, the Parties' contractual rights and benefits under this Agreement.
33. *Good Faith.* Each Party agrees that, notwithstanding any provision herein to the contrary, it will not unreasonably withhold or unduly delay any consent, approval, decision, determination or other action required or permitted under the terms of this Agreement, it being agreed and understood that each Party will act in good faith and will at all times deal fairly with the other Party.
34. *Default and Remedies.*
- A) Default; Notice of Default; Opportunity to Cure. If a Party defaults in the performance of any obligation under this Agreement, the non-defaulting Party may give written notice to the other Party specifying the alleged event of default and extending to the defaulting Party thirty (30) days from the date of the notice in order to cure the default complained of or, if the curative action cannot reasonably be completed within thirty (30) days, thirty (30) days to commence the curative action and a reasonable additional period, not to exceed ninety (90) days, to diligently pursue the curative action to completion.
- B) Dispute Resolution. If any default is not cured within the curative period specified above, the Parties agree to use good faith, reasonable efforts to resolve any dispute among them by agreement, including engaging in mediation or other non-binding alternative dispute resolution methods, before initiating any lawsuit to enforce their respective rights under this Agreement. The Parties will share the costs of any alternative dispute resolution method equally.
- C) Legal or Equitable Remedies. If the Parties are unable to resolve any dispute through alternative dispute resolution methods, a non-defaulting Party will have the right to pursue all remedies existing at law or in equity. The Parties acknowledge that a default in the performance of the City's obligations hereunder could not be adequately compensated in money damages alone and that the curtailment or discontinuance of water and/or wastewater service to a residential subdivision is often an unattainable remedy because of the potential threat to the



health, safety, and welfare and property of the residents of the Property; therefore, the City agrees, in the event of any default on its part, that Landowner will have available to it the equitable remedies of mandamus and specific performance in addition to any other legal or equitable remedies that may also be available. Furthermore, in the event of an uncured Default by the City, and if the ETJ Parcels have been legally added to the City's ETJ and have either (i) not yet been annexed into the City's full purpose jurisdiction, or (ii) if previously annexed have been disannexed pursuant to this Agreement, at the request of Landowners, the City shall take any and all necessary legal actions to immediately release the ETJ Parcels from the City's ETJ in accordance with Section 42.023 of the *Texas Local Government Code*. In the event of an uncured Default by the City, and if the ETJ Parcels have been legally annexed into the City's full purpose jurisdiction, at the request of Landowners, the City shall take any and all necessary legal actions to immediately disannex the Property and release the Property from the City's ETJ.

D) Non-Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement will not be deemed a waiver of such provision or of any other provision of this Agreement, and such Party will have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

35. *Amendments*. Neither this Agreement nor any term herein may be changed, waived, discharged, or terminated except by an agreement in writing signed by all Parties hereto.

36. *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 a service guaranteeing "next day delivery", addressed to the Party to be notified and with all charges prepaid; or (iii) by personally delivering it to the Party, or any agent of the Party listed in this Agreement. Notice will be effective only when received. For purposes of notice, the addresses of the Parties will, until changed as provided below, be as follows:

City: City of Buda  
405 E. Loop St.  
Building 100  
Buda, Texas 78610  
Attn: City Manager

With Required Copy to: Alan Bojorquez  
Bojorquez Law Firm, PC  
11675 Jollyville Rd. Ste. 300  
Austin, Texas 78759

Landowners: Bailey Land Investments, LP  
Armbruster Land Investments, LP  
2100 Northland Drive  
Austin, Texas 78756

The Landowners and the Landowners' successors, and assigns shall give the City written notice within fourteen (14) days of any change in the agricultural exemption status of the Property.

37. *Law Governing.* This Agreement shall be deemed to be a contract under the laws of the State of Texas, which is performable in Hays, County, Texas, and for all purposes shall be construed and enforced in accordance with and governed by the laws of the State of Texas.
38. *Assignment; Binding Effect.* Neither Party may assign this Agreement or any benefit or obligation, including the selling or conveyance of any unimproved portion of the Property, under this Agreement to any other person or entity without the prior written consent of the other Party. No assignment may occur that divorces obligations from rights. This Agreement and all its terms and provisions shall be binding upon and inure to the benefit of the City and the Landowners and their respective successors and permitted assigns. The foregoing notwithstanding, as provided in Section 212.172(f), *Texas Local Government Code*, this Agreement is not binding on, and does not create any encumbrance to title as to, any end-buyer of a fully developed and improved lot within the Property, except as to any land use and development regulations provided for by this Agreement that may apply to a specific lot developed out of the Property.
39. *Authority.* By their execution hereof, each individual signing this Agreement on behalf of a Party represents and warrants that he or she has the authority to execute this Agreement on behalf of the Party in the capacity shown below and to thereby fully bind the Party represented to the terms and obligations contained herein.
40. *Counterparts.* To facilitate execution, this Agreement may be executed in any number of counterparts, and it will not be necessary that the signatures of all Parties be contained on any one counterpart. Additionally, for purposes of facilitating the execution of this Agreement: (a) the signature pages taken from separate, individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts; and (b) a facsimile or electronic signature will be deemed to be an original signature for all purposes. All executed counterparts of this Agreement will be deemed to be originals, but all such counterparts, when taken together, will constitute one and the same instrument.
41. *Headings, Construction.* 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 include the feminine or neuter, and the singular includes the plural, and vice-versa. The Parties acknowledge that each of them has been actively and equally involved in the negotiation and drafting 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.
42. *Interested Parties.* Landowners acknowledge that Section 2252.908, *Texas Government Code* ("Section 2252.908") requires disclosure of certain matters by business entities entering into a contract with a local government entity such as the City. Landowners confirm that they have reviewed Section 2252.908 and that Landowners will 1) complete Form 1295, using the unique identification number specified on page 1 of this Agreement, and electronically file it with the Texas Ethics Commission ("TEC"); and 2) submit to the City the completed Form 1295, including the certification of filing number of the Form 1295 with the TEC, at the time the Landowners execute and submit this Agreement to the City Form 1295 is available at the TEC's website: <https://www.ethics.state.tx.us/filinginfo/1295/>.
43. *Verifications of Statutory Representations and Covenants.* Each of the Landowners make the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and



2276, Texas Government Code, as amended (the “*Government Code*”), in entering into this Agreement. As used in such verifications, “affiliate” means an entity that controls, is controlled by, or is under common control with the Landowners within the meaning of Securities and Exchange Commission Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

- (a) Not a Sanctioned Company. Each of the Landowners represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes each Landowner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.
- (b) No Boycott of Israel. Each of the Landowners hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.
- (c) No Discrimination Against Firearm Entities. Each of the Landowners 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 discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

No Boycott of Energy Companies. Each of the Landowners 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. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

- 44. *Recordation.* This Agreement shall be filed in the Hays County and Travis County deed records for the Property. Any filing fees shall be paid by the Landowners.
- 45. *Duration; Expiration.* The initial term for this Agreement shall be as set forth in Section 4 above. After the initial term of this Agreement, the term of this Agreement will be extended for an additional eight (8) years, so long as any permitted development provided for by this Agreement has occurred during the initial term. All terms of this Agreement in effect during the initial term shall remain in full force and effect during the any successive term. The Landowners’ obligations to comply with the terms of this Agreement survive annexation until the uses and on-site improvements provided by this Agreement are complete and survive to bind the Landowners’ successors and assigns as to all terms,



including the irrevocable agreement for voluntary annexation of the Property with this Agreement serving as a petition for voluntary annexation.

46. *Qualified Tax-Exempt Status.* In the event the issuance of PID Bonds prevents the City (including any instrumentality thereof) from issuing other debt obligations as "qualified tax-exempt obligations" under section 265(b)(3) of the Internal Revenue Code of 1986, as now or hereafter amended, the Landowners will be required to pay the additional costs incurred by the City (including any instrumentality thereof) as result thereof, subject to the terms and conditions set forth in the PID Financing Agreement.
47. *INDEMNIFICATION.* LANDOWNERS COVENANT AND AGREE TO FULLY INDEMNIFY AND HOLD HARMLESS, CITY (AND THEIR ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, AND AGENTS), INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE BROUGHT BY ANY THIRD PARTY AND RELATING TO LANDOWNERS' ACTIONS ON THE PROJECT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH AND PROPERTY DAMAGE, MADE UPON CITY OR DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO LANDOWNERS OR LANDOWNERS' TENANTS' NEGLIGENCE, MISCONDUCT OR CRIMINAL CONDUCT IN ITS ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY SUCH ACTS OR OMISSIONS OF LANDOWNERS OR LANDOWNERS' TENANTS, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONSULTANTS OF LANDOWNERS OR LANDOWNERS' TENANTS, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT (THE "LANDOWENR PARTIES"), ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY, UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW, INCLUDING WITHOUT LIMITATION THE RIGHTS OF THE LANDOWNER PARTIES, IF ANY, TO THE EXTENT PERMITTED UNDER TEXAS LAW RELATED TO CONTRIBUTORY NEGLIGENCE AND COMPARATIVE LIABILITY. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE CITY AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. LANDOWNERS SHALL PROMPTLY ADVISE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST CITY, RELATED TO OR ARISING OUT OF LANDOWNERS OR LANDOWNERS' TENANTS' ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT LANDOWNERS' COST TO THE EXTENT REQUIRED UNDER THE INDEMNITY IN THIS PARAGRAPH. CITY SHALL HAVE THE RIGHT, AT THEIR OPTION AND AT THEIR OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING LANDOWNER OF ANY OF IT.

IT IS THE EXPRESS INTENT OF THIS SECTION THAT THE INDEMNITY PROVIDED TO THE CITY SHALL SURVIVE THE TERMINATION AND OR EXPIRATION OF THIS AGREEMENT AND SHALL ALWAYS BE BROADLY INTERPRETED TO PROVIDE THE MAXIMUM INDEMNIFICATION OF THE CITY AND/OR THEIR OFFICERS, EMPLOYEES AND ELECTED OFFICIALS PERMITTED BY LAWS OBLIGATIONS UNDER THIS PARAGRAPH.



48. *Exhibits.* The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A	–	Property
Exhibit A-1	–	Bailey Tract
Exhibit A-2	–	Armbruster Tract
Exhibit B	–	Conceptual Plan
Exhibit C	–	City ETJ Parcel
Exhibit D	–	Austin ETJ Parcel
Exhibit E	–	Amenity Concept
Exhibit F	–	Subdivision Wall Design
Exhibit G-1	–	Detailed Parks Plan (Phase 1)
Exhibit G-2	–	Parks and Open Space Summary
Exhibit H	--	Trails Plan
Exhibit I	–	City Limits Parcel
Exhibit J	–	Green Building/Star Energy Elements
Exhibit K	–	Depiction of Right-of-Way Dedications and Marathon Road Segments
Exhibit L	–	Depiction of Subdivision Street Sections
Exhibit M	–	Roadway Classifications
Exhibit N	–	Written Agreement Regarding Services
Exhibit O	–	1626 Connector Conceptual Alignment
Exhibit P	–	Persimmon Development Procedures
Exhibit Q	–	Purple Pipe Locations

*[SIGNATURE PAGES FOLLOW]*

EXECUTED by the Parties hereto to be effective as of the Effective Date.

**CITY:**

City of Buda, a home rule municipality in Hays  
County, Texas

By: \_\_\_\_\_  
Name: Micah Grau  
Title: City Manager

ATTEST:

By: \_\_\_\_\_  
Name: Alicia Ramirez  
Title: City Clerk

THE STATE OF TEXAS           §  
                                          §  
COUNTY OF HAYS           §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_,  
2024 by Micah Grau, City Manager of City of Buda, a home rule municipality in Hays County,  
Texas, on behalf of said municipality.

(SEAL)

\_\_\_\_\_  
Notary Public Signature



**LANDOWNER:**

Bailey Land Investments, LP,  
a Texas limited partnership

By: Bailey Land Investments GP, LLC,  
a Texas limited liability company,  
its General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS                    §  
                                                 §  
COUNTY OF \_\_\_\_\_            §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_,  
2022 by \_\_\_\_\_ of Bailey Land  
Investments GP, LLC, a Texas limited liability company, General Partner of Bailey Land  
Investment, LP, a Texas limited partnership, on behalf of said company.

(SEAL)

\_\_\_\_\_  
Notary Public Signature

**LANDOWNER:**

Armbruster Land Investments, LP,  
a Texas limited partnership

By: Armbruster Land Investments GP, LLC,  
a Texas limited liability company,  
its General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS                    §  
                                                         §  
COUNTY OF \_\_\_\_\_                    §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_,  
2022 by \_\_\_\_\_, \_\_\_\_\_ of Armbruster  
Land Investments GP, LLC, a Texas limited liability company, General Partner of Armbruster  
Land Investments, LP, a Texas limited partnership, on behalf of said company.

(SEAL)

\_\_\_\_\_  
Notary Public Signature



# Exhibit A

## PERSIMMON

OVERALL TRACTS

JULY 15, 2022

C:\Users\Bjorn\Documents\Bjorn\Projects\Persimmon\Tracts\2022\07-15 Overall Tract Map.dwg Layer: BGN001 Plotted: 7/15/2022 11:30:30 AM by: BJORN



METES & BOUNDS DESCRIPTION

FIELD NOTES FOR 348.277 ACRES OF LAND OUT OF THE S.V.R. EGGLESTON SURVEY NUMBER 3, ABSTRACT NOS. 5 AND 11 OF HAYS AND TRAVIS COUNTIES, TEXAS; BEING A PORTION OF A CALLED 349.690 ACRE TRACT OF LAND AS CONVEYED TO LABENSKI BRANCH, LP BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2018119702 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND DOCUMENT NUMBER 18027027 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, BEING A PORTION OF A CALLED 5.000 ACRE TRACT OF LAND AS CONVEYED TO LABENSKI BRANCH, LP BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 21029795 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND FURTHER BEING A PORTION OF LOT 1, BLOCK T OF THE WOODS OF BEAR CREEK, A SUBDIVISION RECORDED IN VOLUME 3, PAGE 347 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS; SAID 348.277 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING FOR POINT OF REFERENCE** at a 4x4 Concrete highway monument found on the North right-of-way line of RM 967 (80-feet wide at this point), same being the South line of a called 217.17 acre tract of land as conveyed to Henry Crews Armbruster by Boundary Line Agreement recorded in Volume 222, Page 163 of the Deed Records of Hays County, Texas; Thence, with the north right-of-way line of said RM 967, N 88°20'06" E a distance of 333.08 feet to a 4x4 Concrete highway monument found for the point of curvature of a curve to the right; Thence, continuing with the east line of said RM 967, along said curve to the right, an arc distance of 143.59 feet, having a radius of 560.87 feet, a central angle of 14°40'05" and a chord which bears S 84°19'51" E a distance of 143.20 feet to a calculated point for corner marking the most westerly corner of Tract "C" as dedicated to the State of Texas by Right-of-way Deed recorded in Volume 146, Page 335 of the Deed Records of Hays County, Texas; Thence, continuing with the north right-of-way of said RM 967, N 88°30'13" E a distance of 386.32 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set at the southeast corner of said 217.17 acre tract and at the southwest corner of the above described 5.000 acre tract, from which a 60d nail found at the northeast corner of said Tract "C", and at an interior corner of said 349.690 acre tract, bears N 88°30'13" E a distance of 37.14 feet; Thence, generally along a fence, with the line common to said 217.17 acre tract and said 5.000 acre tract, N 14°47'39" E, pass a 1/2-inch iron pipe found at a fence corner at a distance of 6.33 feet, and continuing on for a total distance of 59.93 to a 1/2-inch iron rod with cap stamped "BGE Inc" set at the most westerly southwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, continuing generally along a fence, with the line common to said 217.17 acre tract and said 5.000 acre tract, the following three (3) courses:

- 1) N 14°47'39" E a distance of 1,799.53 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;



EXHIBIT A-1

- 2) N 15°43'56" E a distance of 240.62 feet to a 1/2-inch iron pipe found at an interior corner of said 217.17 acre tract and at the northwest corner of said 5.000 acre tract, for an exterior corner of the herein described tract; and
- 3) N 88°33'17" E a distance of 150.28 feet to a 1/2-inch iron rod found at an exterior corner of said 217.17 acre tract, and at an exterior corner of the remaining portion of said 349.690 acre tract, for an interior corner of the herein described tract;

THENCE, generally along a fence, with the east line of said 217.17 acre tract and the west line of said 349.690 acre tract, the following three (3) courses:

- 1) N 01°14'08" W a distance of 788.84 feet to a 1/2-inch iron pipe found for an angle point;
- 2) N 01°24'34" W a distance of 622.22 feet to a 1/2-inch iron rod found for an angle point;  
and
- 3) N 01°44'45" W a distance of 1,882.30 feet to a 1/2-inch iron rod found for an angle point;

THENCE, generally along a fence, continuing with the west line of said 349.690 acre tract and continuing partly with the east line of said 217.17 acre tract and partly the east line of a called 209.402 acre tract of land as conveyed to Chance Armbruster by Special Warranty Deed recorded in Document Number 2011006800 of the Official Public Records of Travis County, Texas, N 01°37'31" W a distance of 2,108.78 feet to a 1/2-inch iron rod found at the most southerly corner of RING TRACT PHASE TWO, a subdivision recorded in Document Number 201700120 of the Plat Records of Travis County, Texas, for the most westerly northwest corner of the herein described tract, from which a 1-inch iron pipe found for an angle point on the west line of said RING TRACT PHASE TWO, bears N 02°33'30" W a distance of 1,140.14 feet;

THENCE, partly with the southeast line of said RING TRACT PHASE TWO and partly with the southeast line of the remainder of a called 11 acre tract of land described as Tract 2 as conveyed to The Randolph Company by Correction Warranty Deed recorded in Volume 12391, Page 348 of the Real Property Records of Travis County, Texas, N 33°47'22" E a distance of 1,552.16 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set on the south line of a called 73 acre tract of land as conveyed to Robert Cyril Jerome Hejl by Executor's Deed recorded in Document Number 2011131371 of the Official Public Records of Travis County, Texas, at the most easterly corner of said 11 acre tract, for the most northerly northwest corner of the herein described tract, from which a found Railroad Spike bears S 85°14'54" W a distance of 34.19 feet;

EXHIBIT A-1

THENCE, generally along a fence, with the south line of said 73 acre tract and the north line of said 349.690 acre tract, N 88°33'23" E a distance of 1,008.55 feet to a 1/2-inch iron pipe found at the northwest corner of a called 29.615 acre tract of land as conveyed to Walter B. Hector by General Warranty Deed recorded in Volume 11125, Page 875 of the Real Property Records of Travis County, Texas, and at the northeast corner of said 349.690 acre tract, for the northeast corner of the herein described tract;

THENCE, generally along a fence, with the west line of said 29.615 acre tract and the east line of said 349.690 acre tract, the following five (5) courses:

- 1) S 01°17'31" E a distance of 220.82 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point at a 14-inch dead tree;
- 2) S 02°28'42" E a distance of 414.20 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point at a fence post;
- 3) S 02°17'45" E a distance of 889.74 feet to a to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point at a double trunk 12-inch Hackberry;
- 4) S 02°03'46" E a distance of 241.91 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point at a fence post; and
- 5) S 00°13'52" W a distance of 452.24 feet to a 1/2-inch iron pipe found at the northwest corner of a called 28.09 acre tract of land as conveyed to Jeffery Lee Grubert by Warranty Deed with Vendor's Lien recorded in Document Number 2008-80014950 of the Official Public Records of Hays County, Texas, for an angle point;

THENCE, with the west line of said 28.09 acre tract and the east line of said 349.690 acre tract, S 01°07'16" E a distance of 1,318.47 feet to 1/2-inch iron pipe found at the southwest corner of said 28.09 acre tract, and at the northwest corner of a called 97.36 acre tract of land described as "First Tract" as conveyed to Gene Ledoux by Deed recorded in Volume 153, Page 490 of the Deed Records of Hays County, Texas, for an angle point;

THENCE, generally along a fence, with the west line of said 97.36 acre tract and the east line of said 349.690 acre tract, the following seven (7) courses:

- 1) S 01°58'05" E a distance of 140.05 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;
- 2) S 04°43'07" W a distance of 684.44 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;



EXHIBIT A-1

- 3) S 01°57'53" E a distance of 291.67 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;
- 4) S 01°18'09" E a distance of 416.20 feet to a 1/2-inch iron rod found for an angle point;
- 5) S 01°46'48" E a distance of 310.90 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;
- 6) S 01°45'49" W a distance of 241.89 feet to a 60d nail found in a dead tree for an angle point; and
- 7) S 01°50'33" E a distance of 288.45 feet to a 26-inch Live Oak found at a west corner of said 97.36 acre tract, and at the northwest corner of a called 98.01 acre tract of land described as Second Tract as conveyed to Gene Ledoux by Deed recorded in Volume 203, Page 527 of the Deed Records of Hays County, Texas, for an exterior corner of the herein described tract, from which a 1/2-inch iron pipe bears S 19°11'27" E a distance of 28.07 feet;

THENCE, generally along a fence, with the east line of said 349.690 acre tract and the west line of said 98.01 acre tract, the following six (6) courses:

- 1) S 55°03'49" W a distance of 24.59 feet to a 1/2-inch iron rod found for an angle point;
- 2) S 56°08'39" W a distance of 85.68 feet to a 60d nail found in a fence post for an angle point;
- 3) S 14°07'00" W a distance of 239.07 feet to a 15-inch Cedar Elm for an angle point;
- 4) S 15°54'31" E a distance of 63.94 feet to a 60d nail found on the east side of a 21-inch Live Oak for an angle point;
- 5) S 08°18'35" W a distance of 463.00 feet to a 1/2-inch iron rod found for an angle point; and
- 6) S 07°22'38" W a distance of 455.90 feet to a 1/2-inch iron rod in concrete found at the apparent north corner of a graveyard as described in Volume 203, Page 527 of the Deed Records of Hays County, Texas, for an angle point;

THENCE, continuing generally along a fence, with the east line of said 349.690 acre tract, S 25°57'19" W a distance of 31.27 feet to a 60d nail found in the fence, for an angle point;

EXHIBIT A-1

THENCE, continuing generally along a fence, with the east line of said 349.690 acre tract, S 39°05'02" W a distance of 272.60 feet to a 60d nail found at the most northerly northwest corner of a called 81.67 acre tract of land as conveyed to Robert Rembert Guinn and Nina Guinn by Deed recorded in Volume 1001, Page 24 of the Deed Records of Hays County, Texas, being further described in Volume 158, Page 362 of the Deed Records of Hays County, Texas, for an angle point;

THENCE, generally along a fence, with the northwest line of said 81.67 acre tract and the southeast line of said 349.690 acre tract, S 51°26'41" W a distance of 333.89 feet to a 1/2-inch iron pipe found for an angle point;

THENCE, continuing generally along a fence, with the northwest line of said 81.67 acre tract and the southeast line of said 349.690 acre tract, S 25°00'46" W a distance of 238.99 feet to a 1/2-inch iron rod found at the most northerly corner of CREEKSIDE PARK SECTION TWO P.U.D., a subdivision recorded in Volume 8, Page 283 of the Plat Records of Hays County, Texas, and at the most westerly northwest corner of said 81.67 acre tract, for an angle point;

THENCE, generally along a fence, with the northwest line of said CREEKSIDE PARK SECTION TWO P.U.D. and the southeast line of said 349.690 acre tract, S 24°36'19" W a distance of 35.08 feet to a 1/2-inch iron pipe found for an angle point;

THENCE, continuing generally along a fence, with the northwest line of said CREEKSIDE PARK SECTION TWO P.U.D. and the southeast line of said 349.690 acre tract, S 24°16'53" W a distance of 999.38 feet to a 1/2-inch iron rod found at an interior corner of said CREEKSIDE PARK SECTION TWO P.U.D., for the southeast corner of the herein described tract;

THENCE, generally along a fence, with the north line of said CREEKSIDE PARK SECTION TWO P.U.D. and the south line of said 349.690 acre tract, N 87°58'40" W a distance of 9.41 feet to a 1/2-inch iron rod found at a westerly corner of said CREEKSIDE PARK SECTION TWO P.U.D., and at the northeast corner of CREEKSIDE PARK SECTION ONE P.U.D., a subdivision recorded in Volume 8, Page 103 of the Plat Records of Hays County, Texas, for an angle point;

THENCE, generally along a fence, with the north line of said CREEKSIDE PARK SECTION ONE P.U.D. and the south line of said 349.690 acre tract, S 89°22'26" W a distance of 182.09 feet to a 1/2-inch iron rod found for an angle point;

THENCE, continuing with the north line of said CREEKSIDE PARK SECTION ONE P.U.D. and the south line of said 349.690 acre tract, S 85°18'14" W a distance of 140.04 feet to a calculated point on the southeast line of Lot 1, Block T of THE WOODS OF BEAR CREEK, a subdivision recorded in Volume 3, Page 347 of the Plat Records of Hays County, Texas, lying in the center of Garlic Creek;

THENCE, with the northwest lines of said CREEKSIDE PARK SECTION ONE P.U.D., the southeast lines of said Lot 1, Block T, the southeast lines of said 349.690 acre tract, and the meanders of Garlic Creek, the following seven (7) courses:



EXHIBIT A-1

- 1) S 62°49'33" W a distance of 229.00 feet to a calculated angle point;
- 2) S 88°24'33" W a distance of 97.00 feet to a calculated angle point;
- 3) S 60°06'42" W a distance of 262.00 feet to a calculated angle point;
- 4) S 21°49'52" W a distance of 64.00 feet to a calculated angle point;
- 5) S 56°52'57" W a distance of 208.35 feet to a calculated angle point;
- 6) S 48°06'33" W a distance of 92.00 feet to a calculated angle point; and
- 7) S 62°01'33" W a distance of 88.26 feet to a calculated point on the east right-of-way of said RM 967 (width varies at this point), at the northwest corner of said CREEKSIDE PARK SECTION ONE P.U.D., at the southwest corner of said Lot 1, Block T, and at the southwest corner of said 349.690 acre tract, for the most southerly southwest corner of the herein described tract;

THENCE, over and across said Lot 1, Block T and said 349.690 acre tract, with an easterly proposed right-of-way line of RM 967, N 00°22'18" E a distance of 263.17 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set on the south line of a called 0.1337 acre tract of land as conveyed to the City of Buda, Texas by Special Warranty Deed recorded in Document Number 14037969 of the Official Public Records of Hays County, Texas, for an exterior corner of the herein described tract, from which a 1/2-inch iron rod set at the southwest corner of said 0.1337 acre Lift Station bears N 89°37'42" W a distance of 14.67 feet;

THENCE, with the perimeter of said 0.1337 acre Lift Station tract the following three (3) courses:

- 1) S 89°37'42" E a distance of 85.03 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set at the southeast corner of said 0.1337 acre Lift Station tract, for an interior corner of the herein described tract;
- 2) N 00°22'18" E a distance of 65.00 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set at the northeast corner of said 0.1337 acre Lift Station tract, for an interior corner of the herein described tract; and
- 3) N 89°37'42" W a distance of 71.90 feet to a calculated point for the beginning of a non-tangent curve to the left and an exterior corner of the herein described tract;

EXHIBIT A-1

THENCE, over and across said Lot 1, Block T and said 349.690 acre tract, with an easterly proposed right-of-way line of RM 967, along said curve to the left, an arc distance of 177.53 feet, having a radius of 127.00 feet, a central angle of  $80^{\circ}05'36''$  and a chord which bears  $N 21^{\circ}02'27'' E$  a distance of 163.43 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for a point of reverse curvature;

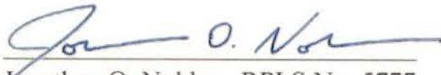
THENCE, continuing over and across said Lot 1, Block T and said 349.690 acre tract, with an easterly proposed right-of-way line of RM 967, along said curve to the right, an arc distance of 80.89 feet, having a radius of 168.00 feet, a central angle of  $27^{\circ}35'08''$  and a chord which bears  $N 05^{\circ}12'47'' W$  a distance of 80.11 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an interior corner of the herein described tract;

THENCE, continuing over and across said 349.690 acre tract, with an easterly proposed right-of-way line of RM 967,  $S 88^{\circ}30'13'' W$  a distance of 16.72 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for the beginning of a non-tangent curve to the right and an exterior corner of the herein described tract;

THENCE, continuing over and across said 349.690 acre tract, with an easterly proposed right-of-way line of RM 967, along said curve to the right, an arc distance of 30.82 feet, having a radius of 184.33 feet, a central angle of  $09^{\circ}34'51''$  and a chord which bears  $N 12^{\circ}22'05'' E$  a distance of 30.79 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an interior corner of the herein described tract;

THENCE, continuing over and across said 349.690 acre tract and said 5.000 acre tract, with a northerly proposed right-of-way line of RM 967,  $N 74^{\circ}14'59'' W$  a distance of 93.22 feet to the **POINT OF BEGINNING** and containing 348.277 acres of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by BGE Inc., under my supervision on August 3, 2019 and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, NAD 83, Texas South Central Zone 4204. A survey plat of even date accompanies this description.

  
Jonathan O. Nobles RPLS No. 5777  
BGE, Inc.

101 West Louis Henna Blvd, Suite 400  
Austin, Texas 78728

Telephone: (512) 879-0400

TBPLS Licensed Surveying Firm No. 10106502

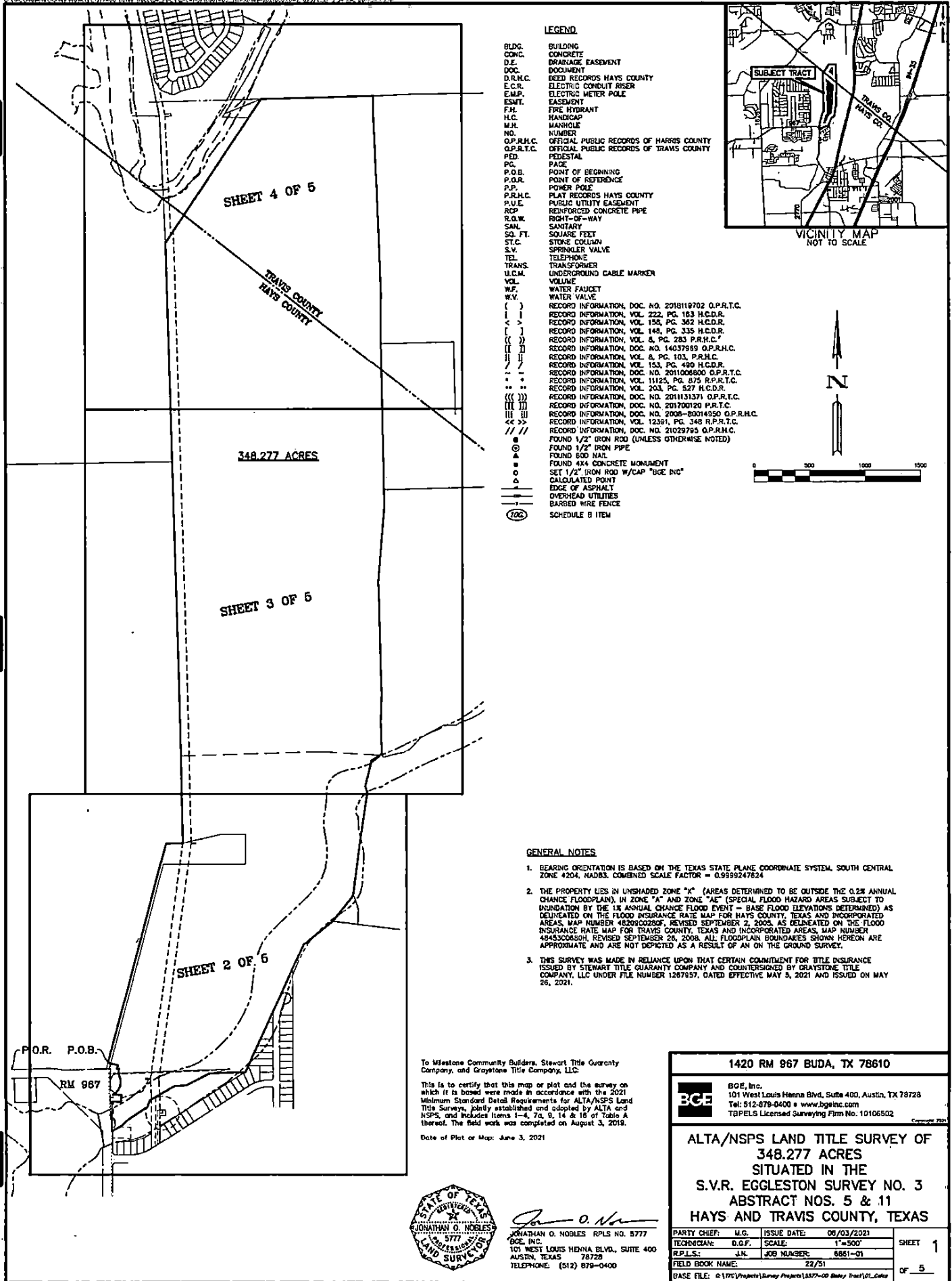


6/3/2021

Date

Client: Milestone Community Builders  
Date: June 3, 2021  
Job No: 6861-01





# Exhibit A-2

## METES & BOUNDS DESCRIPTION

FIELD NOTES FOR 348.277 ACRES OF LAND OUT OF THE S.V.R. EGGLESTON SURVEY NUMBER 3, ABSTRACT NOS. 5 AND 11 OF HAYS AND TRAVIS COUNTIES, TEXAS, BEING A PORTION OF A CALLED 349.690 ACRE TRACT OF LAND AS CONVEYED TO LAIBENSKI BRANCH, LP BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2018119702 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND DOCUMENT NUMBER 18027027 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, BEING A PORTION OF A CALLED 5,000 ACRE TRACT OF LAND AS CONVEYED TO LAIBENSKI BRANCH, LP BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 21029795 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND FURTHER BEING A PORTION OF LOT 1, BLOCK T OF THE WOODS OF BEAR CREEK, A SUBDIVISION RECORDED IN VOLUME 3, PAGE 347 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS, SAID 348.277 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING FOR POINT OF REFERENCE at a 4x4 Concrete highway monument found on the North right-of-way line of RM 967 (80-feet wide at this point), same being the South line of a called 217.17 acre tract of land as conveyed to Henry Crews Ambassador by Boundary Line Agreement recorded in Volume 222, Page 163 of the Deed Records of Hays County, Texas, Thence, with the north right-of-way line of said RM 967, N 88°20'06" E a distance of 333.08 feet to a 4x4 Concrete highway monument found for the point of curvature of a curve to the right; Thence, continuing with the east line of said RM 967, along said curve to the right, an arc distance of 143.59 feet, having a radius of 560.87 feet, a central angle of 14°40'05" and a chord which bears S 84°51'51" E a distance of 143.20 feet to a calculated point for corner marking the most westerly corner of Tract "C" as dedicated to the State of Texas by Right-of-way Deed recorded in Volume 146, Page 335 of the Deed Records of Hays County, Texas, Thence, continuing with the north right-of-way of said RM 967, N 88°30'13" E a distance of 386.32 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set at the southeast corner of said 217.17 acre tract and at the southwest corner of the above described 5,000 acre tract, from which a 60d nail found at the northeast corner of said Tract "C", and at an interior corner of said 349.690 acre tract, bears N 88°30'13" E a distance of 37.14 feet; Thence, generally along a fence, with the line common to said 217.17 acre tract and said 5,000 acre tract, N 14°47'39" E, pass a 1/2-inch iron pipe found at a fence corner at a distance of 8.33 feet, and continuing on for a total distance of 59.93 to a 1/2-inch iron rod with cap stamped "BGE Inc" set at the most westerly southwest corner and POINT OF BEGINNING of the herein described tract.

THENCE, continuing generally along a fence, with the line common to said 217.17 acre tract and said 5,000 acre tract, the following three (3) courses:

- 1) N 14°47'39" E a distance of 1,799.53 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;
- 2) N 15°43'06" E a distance of 240.62 feet to a 1/2-inch iron pipe found at an interior corner of said 217.17 acre tract and at the northeast corner of said 5,000 acre tract, for an exterior corner of the herein described tract; and
- 3) N 88°33'11" E a distance of 150.28 feet to a 1/2-inch iron rod found at an exterior corner of said 217.17 acre tract, and at an exterior corner of the remaining portion of said 349.690 acre tract, for an interior corner of the herein described tract;

THENCE, generally along a fence, with the east line of said 217.17 acre tract and the west line of said 349.690 acre tract, the following three (3) courses:

- 1) N 01°14'08" W a distance of 788.84 feet to a 1/2-inch iron pipe found for an angle point;
- 2) N 01°24'34" W a distance of 622.22 feet to a 1/2-inch iron rod found for an angle point; and
- 3) N 01°44'45" W a distance of 1,882.30 feet to a 1/2-inch iron rod found for an angle point;

THENCE, generally along a fence, continuing with the west line of said 349.690 acre tract and continuing partly with the east line of said 217.17 acre tract and partly the east line of a called 209.402 acre tract of land as conveyed to Chance Ambassador by Special Warranty Deed recorded in Document Number 2011008800 of the Official Public Records of Travis County, Texas, N 01°37'31" W a distance of 2,108.78 feet to a 1/2-inch iron rod found at the most southerly corner of RING TRACT PHASE TWO, a subdivision recorded in Document Number 2017001020 of the Plat Records of Travis County, Texas, for the most westerly northwest corner of the herein described tract, from which a 1-inch iron pipe found for an angle point on the west line of said RING TRACT PHASE TWO, bears N 02°33'30" W a distance of 1,140.14 feet;

THENCE, partly with the southeast line of said RING TRACT PHASE TWO and partly with the southeast line of the remainder of a called 11 acre tract of land described as Tract 2 as conveyed to The Randolph Company by Correction Warranty Deed recorded in Volume 12391, Page 348 of the Real Property Records of Travis County, Texas, N 33°47'22" E a distance of 1,552.16 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set on the south line of a called 73 acre tract of land as conveyed to Robert Cyril Jerome Hej by Executor's Deed recorded in Document Number 201131371 of the Official Public Records of Travis County, Texas, at the most easterly corner of said 11 acre tract, for the most northerly northwest corner of the herein described tract, from which a found Railroad Spike bears S 85°14'54" W a distance of 34.19 feet;

THENCE, generally along a fence, with the south line of said 73 acre tract and the north line of said 349.690 acre tract, N 88°33'23" E a distance of 1,008.55 feet to a 1/2-inch iron pipe found at the northwest corner of a called 29.615 acre tract of land as conveyed to Walter B. Hector by General Warranty Deed recorded in Volume 11125, Page 875 of the Real Property Records of Travis County, Texas, and at the northeast corner of said 349.690 acre tract, for the northeast corner of the herein described tract;

THENCE, generally along a fence, with the west line of said 29.615 acre tract and the east line of said 349.690 acre tract, the following five (5) courses:

- 1) S 01°17'31" E a distance of 220.82 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point at a 14-inch dead tree;
- 2) S 02°28'42" E a distance of 414.20 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point at a fence post;
- 3) S 02°17'45" E a distance of 889.74 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point at a double trunk 12-inch Hackberry;
- 4) S 02°03'46" E a distance of 241.91 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point at a fence post; and
- 5) S 00°13'32" W a distance of 452.24 feet to a 1/2-inch iron pipe found at the northwest corner of a called 28.09 acre tract of land as conveyed to Jeffery Lee Grubert by Warranty Deed with Vendor's Lien recorded in Document Number 2008-80014950 of the Official Public Records of Hays County, Texas, for an angle point;

THENCE, with the west line of said 28.09 acre tract and the east line of said 349.690 acre tract, S 01°07'16" E a distance of 1,318.47 feet to a 1/2-inch iron pipe found at the southwest corner of said 28.09 acre tract, and at the northwest corner of a called 97.36 acre tract of land described as "First Tract" as conveyed to Gene Ladoux by Deed recorded in Volume 153, Page 490 of the Deed Records of Hays County, Texas, for an angle point;

THENCE, generally along a fence, with the west line of said 97.36 acre tract and the east line of said 349.690 acre tract, the following seven (7) courses:

- 1) S 01°58'05" E a distance of 140.05 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;
- 2) S 04°43'07" W a distance of 684.44 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;
- 3) S 01°57'53" E a distance of 291.67 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;
- 4) S 01°18'09" E a distance of 416.20 feet to a 1/2-inch iron rod found for an angle point;
- 5) S 01°46'48" E a distance of 310.90 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;
- 6) S 01°45'49" W a distance of 241.89 feet to a 60d nail found in a dead tree for an angle point; and
- 7) S 01°50'33" E a distance of 288.45 feet to a 26-inch Live Oak found at a west corner of said 97.36 acre tract, and at the northwest corner of a called 98.01 acre tract of land described as Second Tract as conveyed to Gene Ladoux by Deed recorded in Volume 203, Page 527 of the Deed Records of Hays County, Texas, for an exterior corner of the herein described tract, from which a 1/2-inch iron pipe bears S 19°11'27" E a distance of 28.07 feet;

THENCE, generally along a fence, with the east line of said 349.690 acre tract and the west line of said 98.01 acre tract, the following six (6) courses:

- 1) S 55°03'49" W a distance of 24.59 feet to a 1/2-inch iron rod found for an angle point;
- 2) S 56°08'38" W a distance of 85.88 feet to a 60d nail found in a fence post for an angle point;
- 3) S 14°07'00" W a distance of 239.07 feet to a 15-inch Cedar Elm for an angle point;
- 4) S 15°54'31" E a distance of 63.94 feet to a 60d nail found on the east side of a 21-inch Live Oak for an angle point;
- 5) S 08°18'35" W a distance of 463.00 feet to a 1/2-inch iron rod found for an angle point; and
- 6) S 07°22'38" W a distance of 455.90 feet to a 1/2-inch iron rod in concrete found at the apparent north corner of a graveyard as described in Volume 203, Page 527 of the Deed Records of Hays County, Texas, for an angle point;

THENCE, continuing generally along a fence, with the east line of said 349.690 acre tract, S 25°57'19" W a distance of 31.27 feet to a 60d nail found in the fence, for an angle point;

THENCE, continuing generally along a fence, with the east line of said 349.690 acre tract, S 39°05'02" W a distance of 272.60 feet to a 60d nail found at the most northerly northwest corner of a called 81.67 acre tract of land as conveyed to Robert Rembert Guine and Nina Guine by Deed recorded in Volume 1001, Page 24 of the Deed Records of Hays County, Texas, being further described in Volume 158, Page 362 of the Deed Records of Hays County, Texas, for an angle point;

THENCE, generally along a fence, with the northwest line of said 81.67 acre tract and the southeast line of said 349.690 acre tract, S 51°26'41" W a distance of 333.89 feet to a 1/2-inch iron pipe found for an angle point;

THENCE, continuing generally along a fence, with the northwest line of said 81.67 acre tract and the southeast line of said 349.690 acre tract, S 25°07'46" W a distance of 236.39 feet to a 1/2-inch iron rod found at the most northerly corner of CREEKSIDE PARK SECTION TWO P.U.D., a subdivision recorded in Volume 8, Page 283 of the Plat Records of Hays County, Texas, and at the most westerly northwest corner of said 81.67 acre tract, for an angle point;

THENCE, generally along a fence, with the northwest line of said CREEKSIDE PARK SECTION TWO P.U.D. and the southeast line of said 349.690 acre tract, S 24°36'19" W a distance of 35.08 feet to a 1/2-inch iron pipe found for an angle point;

THENCE, continuing generally along a fence, with the northwest line of said CREEKSIDE PARK SECTION TWO P.U.D. and the southeast line of said 349.690 acre tract, S 24°16'53" W a distance of 999.38 feet to a 1/2-inch iron rod found at an interior corner of said CREEKSIDE PARK SECTION TWO P.U.D., for the southeast corner of the herein described tract;

THENCE, generally along a fence, with the north line of said CREEKSIDE PARK SECTION TWO P.U.D. and the south line of said 349.690 acre tract, N 87°58'40" W a distance of 9.41 feet to a 1/2-inch iron rod found at a westerly corner of said CREEKSIDE PARK SECTION TWO P.U.D., and at the northeast corner of CREEKSIDE PARK SECTION ONE P.U.D., a subdivision recorded in Volume 8, Page 103 of the Plat Records of Hays County, Texas, for an angle point;

THENCE, generally along a fence, with the north line of said CREEKSIDE PARK SECTION ONE P.U.D. and the south line of said 349.690 acre tract, S 89°22'28" W a distance of 182.09 feet to a 1/2-inch iron rod found for an angle point;

THENCE, continuing with the north line of said CREEKSIDE PARK SECTION ONE P.U.D. and the south line of said 349.690 acre tract, S 85°18'14" W a distance of 140.04 feet to a calculated point on the southeast line of Lot 1, Block T OF THE WOODS OF BEAR CREEK, a subdivision recorded in Volume 3, Page 347 of the Plat Records of Hays County, Texas, lying in the center of Garlic Creek;

THENCE, with the northwest lines of said CREEKSIDE PARK SECTION ONE P.U.D., the southeast lines of said Lot 1, Block T, the southeast lines of said 349.690 acre tract, and the meanders of Garlic Creek, the following seven (7) courses:

- 1) S 62°49'33" W a distance of 229.00 feet to a calculated angle point;
- 2) S 88°24'33" W a distance of 97.00 feet to a calculated angle point;
- 3) S 60°06'42" W a distance of 262.00 feet to a calculated angle point;
- 4) S 21°49'52" W a distance of 64.00 feet to a calculated angle point;
- 5) S 56°52'57" W a distance of 208.35 feet to a calculated angle point;
- 6) S 48°06'33" W a distance of 92.00 feet to a calculated angle point; and
- 7) S 62°01'33" W a distance of 88.26 feet to a calculated point on the east right-of-way of said RM 967 (width varies at this point); at the northeast corner of said CREEKSIDE PARK SECTION ONE P.U.D., at the southwest corner of said Lot 1, Block T, and at the southeast corner of said 349.690 acre tract, for the most southerly southwest corner of the herein described tract;

THENCE, over and across said Lot 1, Block T and said 349.690 acre tract, with an easterly proposed right-of-way line of RM 967, N 00°22'18" E a distance of 263.17 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set on the south line of a called 0.1337 acre tract of land as conveyed to the City of Burles, Texas by Special Warranty Deed recorded in Document Number 14037969 of the Official Public Records of Hays County, Texas, for an exterior corner of the herein described tract, from which a 1/2-inch iron rod set at the southwest corner of said 0.1337 acre Lift Station bears N 89°37'42" W a distance of 14.67 feet;

THENCE, with the perimeter of said 0.1337 acre Lift Station tract the following three (3) courses:

- 1) S 89°37'42" E a distance of 85.03 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set at the southeast corner of said 0.1337 acre Lift Station tract, for an interior corner of the herein described tract;
- 2) N 00°22'18" E a distance of 65.00 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set at the northeast corner of said 0.1337 acre Lift Station tract, for an interior corner of the herein described tract; and
- 3) N 89°37'42" W a distance of 71.90 feet to a calculated point for the beginning of a non-tangent curve to the left and an exterior corner of the herein described tract;

THENCE, over and across said Lot 1, Block T and said 349.690 acre tract, with an easterly proposed right-of-way line of RM 967, along said curve to the left, an arc distance of 177.53 feet, having a radius of 127.00 feet, a central angle of 80°05'36" and a chord which bears N 21°02'27" E a distance of 163.43 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for a point of reverse curvature;

THENCE, continuing over and across said Lot 1, Block T and said 349.690 acre tract, with an easterly proposed right-of-way line of RM 967, along said curve to the right, an arc distance of 80.89 feet, having a radius of 168.00 feet, a central angle of 27°35'08" and a chord which bears N 05°12'47" W a distance of 80.11 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an interior corner of the herein described tract;

THENCE, continuing over and across said 349.690 acre tract, with an easterly proposed right-of-way line of RM 967, S 88°30'13" W a distance of 16.72 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for the beginning of a non-tangent curve to the right and an exterior corner of the herein described tract;

THENCE, continuing over and across said 349.690 acre tract, with an easterly proposed right-of-way line of RM 967, along said curve to the right, an arc distance of 30.82 feet, having a radius of 184.33 feet, a central angle of 09°34'51" and a chord which bears N 12°22'05" E a distance of 30.79 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an interior corner of the herein described tract;

THENCE, continuing over and across said 349.690 acre tract and said 5,000 acre tract, with a northerly proposed right-of-way line of RM 967, N 74°14'59" W a distance of 93.22 feet to the POINT OF BEGINNING and containing 348.277 acres of land, more or less.



BGE, Inc.  
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TBPELS Licensed Surveying Firm No. 10106502

SCALE: N/A  
SHEET 5  
OF 5





Professional Land Surveying, Inc.  
Surveying and Mapping

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Fax: 512-389-0943

5725 West Hwy 290, Suite 103  
Austin, Texas 78735

**217.066 ACRES  
S.V.R. EGGLESTON SURVEY NO. 3, ABS. NO. 5,  
HAYS COUNTY, TEXAS**

A DESCRIPTION OF 217.066 ACRES IN THE S.V.R. EGGLESTON SURVEY NO. 3, ABSTRACT NO. 5, HAYS COUNTY, TEXAS, BEING ALL OF A 217.17 ACRE TRACT DESCRIBED IN VOLUME 222, PAGE 163 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 217.066 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 3/8" rebar found in the north right-of-way line of F.M. 967 (right-of-way width varies), being the southeast corner of said 217.17 acre tract, also being the south termination of the agreed boundary line described in Volume 222, Page 163 of the Deed Records of Hays County, Texas and also being the southwest corner of Lot 1, Cimarron Professional Park Section One, a subdivision of record in Volume 7, Page 306 of the Plat Records of Hays County, Texas;

**THENCE** North 01°35'28" West, with said agreed boundary line, being the west line of the 217.17 acre tract, with the east lines of Lots 1 and 2, said Cimarron Professional Park, Section one, also with the east right-of-way line of Dove Drive (right-of-way width varies), described in Volume 4, Page 126, Volume 3, Page 99 and Volume 4, Page 363, all of the Plat Records of Hays County, Texas, also with the east lines of Coves of Cimarron, a subdivision of record in Volume 3, Page 99, corrected in Volume 4, Page 363, both of the Plat Records of Hays County, Texas, with the east line of Cimarron Park Section III, Phase III, a subdivision of record in Volume 3, Page 37 of the Plat Records of Hays County, Texas, distance of 5463.29 feet to a 1/2" iron pipe found for the northwest corner of the 217.17 acre tract, being the northeast corner of Lot 42, Block F, said Cimarron Park Section III, Phase III and also being in the south line of a 211.4 acre tract described in Volume 711, Page 598 and Volume 713, Page 536, both of the Deed Records of Travis County, Texas, from which an 18" Live Oak tree bears North 23°29'51" East, a distance of 36.52 feet and also from which a 9" Elm bears South 58°41'16" East, a distance of 49.77 feet, both trees having been referenced in Volume 222, Page 163 of the Deed Records of Hays County, Texas;

**THENCE** North 89°18'45" East, with the north line of the 217.17 acre tract, same being the south line of said 211.4 acre tract, a distance of 1898.75 feet to a 1/2" iron pipe found for the northeast corner of the 217.17 acre tract, being the southeast corner of the 211.4 acre tract and also being in the west line of a 248.277 acre tract, described in Document No. 21030465 of the Official Public Records of Hays County, Texas;

**THENCE** with the east line of the 217.17 acre tract, same being the west line of the 348.277 acre tract, the following seven (7) courses and distances:

1. South  $01^{\circ}45'39''$  East, a distance of 1178.74 feet to a 1/2" rebar with "Chaparral" cap set;
2. South  $01^{\circ}37'39''$  East, a distance of 790.58 feet to a 1/2" rebar with "Chaparral" cap set;
3. South  $01^{\circ}33'39''$  East, a distance of 674.64 feet to a 1/2" iron pipe found;
4. South  $01^{\circ}15'34''$  East, a distance of 788.84 feet to a 1/2" rebar found;
5. South  $88^{\circ}30'10''$  West, a distance of 150.63 feet to a 1/2" iron pipe found;
6. South  $15^{\circ}38'43''$  West, a distance of 240.66 feet to a 1/2" iron pipe found;
7. South  $14^{\circ}48'18''$  West, a distance of 1799.41 feet to a 1/2" rebar with "BGE" cap found for an angle point in the proposed north right-of-way line of F.M. 967, being the southeast corner of the 348.277 acre tract;

**THENCE** with the continuing with the east line of the 217.17 acre tract, same being the proposed north right-of-way line of F.M. 967, the following two (2) courses and distances:

1. South  $14^{\circ}59'24''$  West, a distance of 53.72 feet to a 1/2" iron pipe found;
2. South  $12^{\circ}21'43''$  West, a distance of 6.44 feet to a 1/2" rebar with "BGE" cap found for the southeast corner of 217.17 acre tract, being in the existing north right-of-way line of F.M. 967;

**THENCE** with the north right-of-way line of F.M. 967, same being the south line of the 217.17 acre tract, the following four (4) courses and distances:

1. South  $88^{\circ}34'15''$  West, a distance of 386.36 feet to a 1/2" rebar with "Chaparral" cap set;
2. With a curve to the left, having a radius of 560.87 feet, a delta angle of  $14^{\circ}40'07''$ , an arc length of 143.59 feet, and a chord which bears North  $84^{\circ}21'53''$  West, a distance of 143.20 feet to a concrete highway monument found;
3. South  $88^{\circ}18'03''$  West, a distance of 333.04 feet to a concrete highway monument found;



4. South  $87^{\circ}19'41''$  West, a distance of 289.44 feet to the **POINT OF BEGINNING**, containing 217.066 acres of land, more or less.

Surveyed on the ground on November 12, 2021. Bearing Basis: The Texas Coordinate System of 1983 (NAD83), South Central Zone, based on GPS solutions from The National Geodetic Survey (RTN) on-line positioning user service (OPUS) for Chaparral control point "3". Attachments: Survey Drawing No. 759-022-TR2.

Steven P. Timberlake                      Date  
Registered Professional Land Surveyor  
State of Texas No. 6240  
TBPLS Firm No. 10124500



Professional Land Surveying, Inc.  
Surveying and Mapping

Office: 512-443-1724  
Fax: 512-389-0943

5725 West Hwy 290, Suite 103  
Austin, Texas 78735

**208.892 ACRES  
S.V.R. EGGLESTON SURVEY NO. 3, ABS. NO. 5,  
HAYS COUNTY, TEXAS AND THE  
S.V.R. EGGLESTON SURVEY NO. 3, ABS. NO. 11  
TRAVIS COUNTY, TEXAS**

A DESCRIPTION OF 208.892 ACRES IN THE S.V.R. EGGLESTON SURVEY NO. 3, ABSTRACT NO. 5, HAYS COUNTY, TEXAS AND THE S.V.R. EGGLESTON SURVEY NO. 3, ABSTRACT NO. 11, TRAVIS COUNTY, TEXAS, BEING ALL OF 211.4 ACRES OF LAND, MORE OR LESS, OUT OF THE S.V.R. EGGLESTON SURVEY NUMBER 3, ABSTRACT NUMBERS 5 AND 11 OF HAYS AND TRAVIS COUNTIES, TEXAS, DESCRIBED IN VOLUME 711, PAGE 598 AND VOLUME 713, PAGE 536, BOTH OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAVE AND EXCEPT THAT CERTAIN 1.998 ACRE TRACT OF LAND OUT OF THE S.V.R. EGGLESTON SURVEY NUMBER 3, ABSTRACT NUMBERS 5 AND 11 OF HAYS AND TRAVIS COUNTIES, TEXAS, DESCRIBED IN VOLUME 12391, PAGE 348 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; SAID 208.892 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2" iron pipe found in the south line of said 211.4 acre tract, being the north termination of the agreed boundary line described in Volume 222, Page 163 of the Deed Records of Hays County, Texas, also being the northwest corner of a 217.17 acre tract described in Volume 222, Page 163 of the Deed Records of Hays County, Texas, and being also the northeast corner of Lot 42, Block F, Cimarron Park Section III, Phase III, a subdivision of record in Volume 3, Page 37 of the Plat Records of Hays County, Texas, from which a 3/8" rebar found in the north right-of-way line of F.M. 967 (right-of-way width varies), being the southwest corner of said 217.17 acre tract, also being the south termination of the said agreed boundary line and also being the southwest corner of Lot 1, Cimarron Professional Park Section One, a subdivision of record in Volume 7, Page 306 of the Plat Records of Hays County, Texas, bears South 01°35'28" East, a distance of 5463.29 feet and also from which an 18" Live Oak tree bears North 23°29'51" East, a distance of 36.52 feet and from which also a 9" Elm bears South 58°41'16" East, a distance of 49.77 feet, both trees having been referenced in Volume 222, Page 163 of the Deed Records of Hays County, Texas;

**THENCE** South 89°18'45" West, with the south line of the 211.4 acre tract, same being the north line of said Cimarron Park Section III, Phase III, a distance of 1050.80 feet to a 1/2" rebar with "Chaparral" cap set for the southwest corner of the 211.4 acre tract, being the northwest corner of Lot 14, Block E and also being in the east line of Lot 7, Block E, both of Cimarron Park Section III, Phase III;



**THENCE** North 01°36'39" West, with the west line of the 211.4 acre tract, same being the west line of Cimarron Park Section III, Phase III, the east line of Cimarron Park Section Three Phase Two, a subdivision of record in Volume 2, Page 321 of the Plat Records of Hays County, Texas, the east line of a 0.629 acre tract described in Document No. 18022446 of the Official Public Records, the east line of a 0.83 acre tract described in Volume 962, Page 90 of the Deed Records, the east line of a 0.852 acre tract described in Volume 525, Page 85 of the Deed Records, the east line of a 0.346 acre tract described in Volume 988, Page 579 of the Deed Records, the east line of a 1.00 acre tract described in Volume 2656, Page 108 of the Deed Records, the east line of a 1.00 acre tract described in Volume 388, Page 516 of the Deed Records, the east line of a 1.00 acre tract described in Document No. 20056742 of the Official Public Records, the east line of a 1.00 acre tract described in Volume 742, Page 640 of the Deed Records, the east line of a 1.00 acre tract described in Volume 1100, Page 212 of the Deed Records and the east line of a 1.46 acre tract described in Volume 796, Page 317 of the Deed Records, all of Hays County, Texas, a distance of 3161.12 feet to a 1/2" iron pipe found for the northwest corner of the 211.4 acre tract, being the northeast corner of said 1.46 acre tract and also being an angle point in the south line of a 65.112 acre tract described in Document No. 14021499 of the Official Public Records of Hays County, Texas, from which a 5/8" rebar found for the northwest corner of the 1.46 acre tract, being in the south line of said 65.112 acre tract, bears South 89°49'07" West, a distance of 350.15 feet;

**THENCE** South 89°42'36" East, with the north line of the 211.4 acre tract, same being the south line of the 65.112 acre tract, a distance of 1044.87 feet to a 5/8" iron pipe found for an angle point in the north line of the 211.4 acre tract, same being the south line of the 65.112 acre tract;

**THENCE** South 89°36'55" East, continuing with the north line of the 211.4 acre tract, same being the south line of the 65.112 acre tract and the south line of a 48.354 acre tract described in Volume 7588, Page 451 of the Deed Records of Travis County, Texas, a distance of 839.72 feet to a 5/8" iron pipe found for an angle point in the north line of the 211.4 acre tract, same being the south line of said 48.354 acre tract;

**THENCE** continuing with the north line of the 211.4 acre tract, same being the south line of the 48.354 acre tract, the following seven (7) courses and distances:

1. South 60°49'12" East, a distance of 74.39 feet to a 1/2" iron pipe found;
2. South 69°02'36" East, a distance of 76.33 feet to a 1/2" iron pipe found;
3. South 87°22'15" East, a distance of 127.86 feet to a 3/4" iron pipe found;
4. North 47°43'15" East, a distance of 94.70 feet to a 1/2" rebar with "Chaparral" cap set;
5. North 89°13'53" East, a distance of 172.17 feet to a 5/8" iron pipe found;

6. South 79°37'01" East, a distance of 105.27 feet to a 1/2" rebar with "Chaparral" cap set;
7. North 78°37'51" East, a distance of 113.30 feet to a 1" iron pipe found;

**THENCE** continuing with the north line of the 211.4 acre tract, the following two (2) courses and distances:

1. South 87°19'55" East, crossing Little Bear Creek, a distance of 90.88 feet to a 1/2" iron pipe found;
2. North 89°43'14" East, a distance of 42.23 feet to a 1/2" iron pipe found for the northwest corner of said 1.998 acre tract, being in the south line of a 2.143 acre tract described in Volume 7628, page 817 of the Deed Records of Travis County, Texas, from which a 1" iron pipe found for the northeast corner of the 211.4 acre tract, being the northeast corner of the 1.998 acre tract, also being in the south line of a 77.09 acre tract described in Volume 12391, Page 348 of the Real Property Records of Travis County, Texas and also being in the west line of Lot 16, Block A, Ring Tract Phase Two, Final Plat, a subdivision of record in Document No. 201700120 of the Official Public Records of Travis County, Texas, bears South 89°29'29" East, a distance of 193.57 feet;

**THENCE** South 04°39'05" East, with the west line of the 1.998 acre tract, crossing the 211.4 acre tract, a distance of 623.74 feet to a 1" iron pipe found for the southwest corner of the 1.998 acre tract;

**THENCE** North 72°24'34" East, with the south line of the 1.998 acre tract, continuing across the 211.4 acre tract, a distance of 100.28 feet to a 1/2" iron pipe found for the southeast corner of the 1.998 acre tract, being in the east line of the 211.4 acre tract;

**THENCE** with the east line of the 211.4 acre tract, the following four (4) courses and distances:

1. South 03°58'54" West, a distance of 67.95 feet to a 5/8" iron pipe found on the north bank of Little Bear Creek;
2. South 73°19'44" East, a distance of 42.20 feet to a calculated point in Little Bear Creek;
3. South 30°12'44" East, a distance of 79.49 feet to a 10" Elm tree found on the south bank of Little Bear Creek, as referenced in Volume 711, Page 598 of the Deed Records of Hays County, Texas;
4. South 05°45'08" East, a distance of 87.94 feet to a 1/2" iron pipe found in the west line of said Lot 16;



**THENCE** South 02°16'55" East, with the east line of the 211.4 acre tract, same being the west line of Lot 16, a distance of 320.31 feet to a 1/2" iron pipe found in the west line of a 348.277 acre tract described in Document No. 21030465 of the Official Public Records of Hays County, Texas;

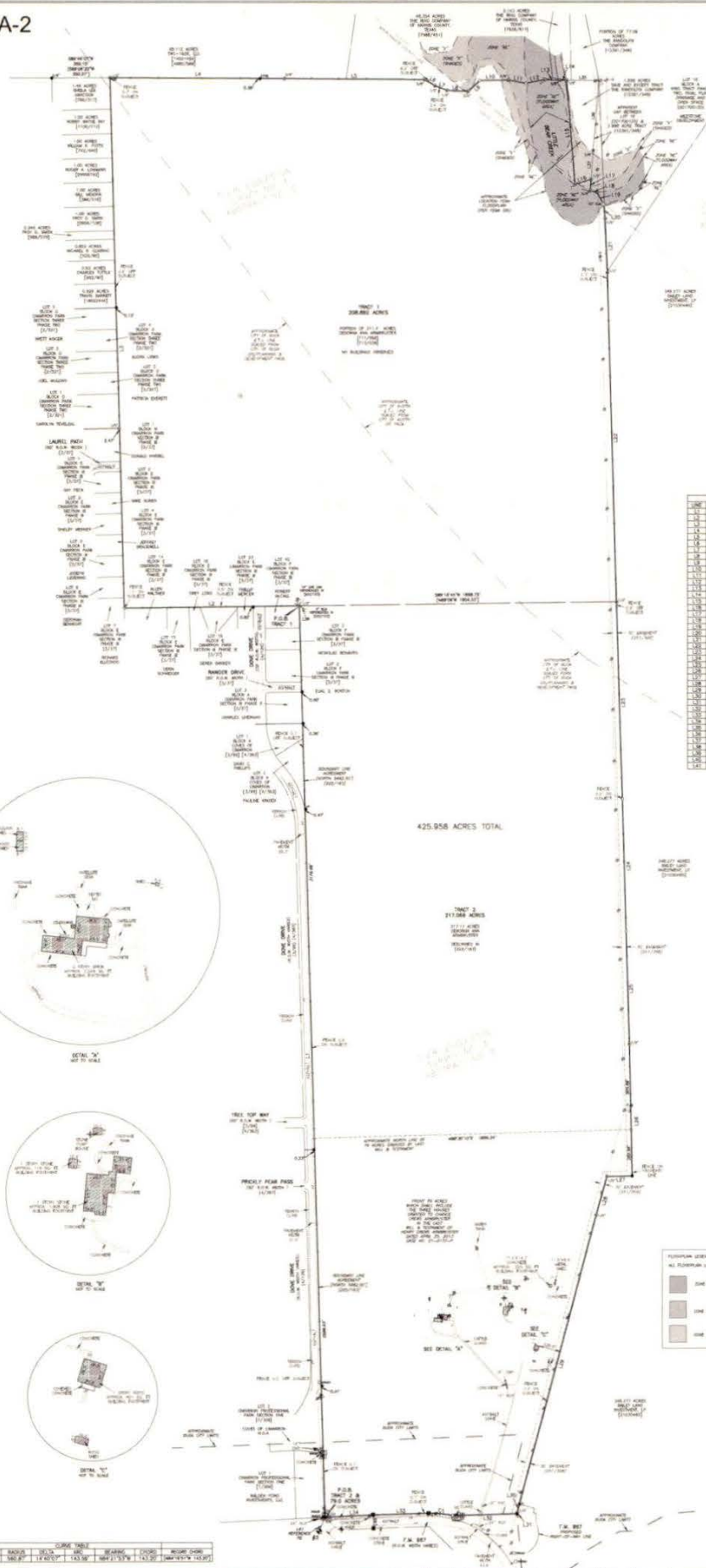
**THENCE** South 01°38'47" East, with the east line of the 211.4 acre tract, same being the west line of said 348.277 acre tract, a distance of 1962.76 feet to a 1/2" iron pipe found for the southeast corner of the 211.4 acre tract, being the northeast corner of the 217.17 acre tract;

**THENCE** South 89°18'45" West, with the south line of the 211.4 acre tract, same being the north line of the 217.17 acre tract, a distance of 1898.75 feet to the **POINT OF BEGINNING**, containing 208.892 acres of land, more or less.

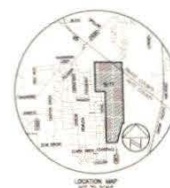
Surveyed on the ground on November 12, 2021. Bearing Basis: The Texas Coordinate System of 1983 (NAD83), South Central Zone, based on GPS solutions from The National Geodetic Survey (RTN) on-line positioning user service (OPUS) for Chaparral control point "3". Attachments: Survey Drawing No. 759-022-TR1.

Steven P. Timberlake                      Date  
Registered Professional Land Surveyor  
State of Texas No. 6240  
TBPLS Firm No. 10124500

## Exhibit A-2



AN ALTA/NSPS LAND TITLE SURVEY OF 425.958 ACRES CONSISTING OF:  
TRACT 1: 208.892 ACRES (APPROX. 9,099,333 SQ. FT.), BEING ALL OF  
211.4 ACRES OF LAND, MORE OR LESS, OUT OF THE S.V.R. EGLESTON  
SURVEY NUMBER 3, ABSTRACT NUMBERS 5 AND 11 OF HAYS AND  
TRAVIS COUNTIES, TEXAS;  
TRACT 2: 217.066 ACRES (APPROX. 9,455,411 SQ. FT.), BEING ALL  
OF 217.4 ACRES OF LAND, MORE OR LESS, OUT OF THE S.V.R. EGLESTON  
SURVEY NUMBER 3, ABSTRACT NUMBER 5 OF HAYS COUNTY, TEXAS;



Age	Sex	Height (cm)	Weight (kg)	Body mass index (kg/m <sup>2</sup> )	Waist circumference (cm)	Waist-hip ratio
12	M	150.0	40.0	18.0	75.0	0.85
13	F	145.0	35.0	16.9	70.0	0.82
14	M	155.0	45.0	18.7	78.0	0.88
15	F	150.0	40.0	17.8	75.0	0.85
16	M	160.0	50.0	19.6	80.0	0.90
17	F	155.0	45.0	18.7	78.0	0.88
18	M	165.0	55.0	20.4	82.0	0.92
19	F	160.0	50.0	19.6	80.0	0.90
20	M	170.0	65.0	22.2	85.0	0.95
21	F	165.0	60.0	21.3	82.0	0.92
22	M	175.0	75.0	24.0	90.0	0.98
23	F	170.0	70.0	23.8	88.0	0.96
24	M	180.0	85.0	26.5	95.0	1.00
25	F	175.0	80.0	25.7	92.0	0.98
26	M	185.0	95.0	28.4	100.0	1.02
27	F	180.0	90.0	27.8	98.0	1.00
28	M	190.0	105.0	30.1	105.0	1.05
29	F	185.0	100.0	29.2	102.0	1.02
30	M	195.0	115.0	31.3	110.0	1.08
31	F	190.0	110.0	30.6	108.0	1.05
32	M	200.0	125.0	31.3	115.0	1.10
33	F	195.0	120.0	30.8	112.0	1.08
34	M	205.0	135.0	32.4	120.0	1.12
35	F	200.0	130.0	32.0	118.0	1.10
36	M	210.0	145.0	33.3	125.0	1.15
37	F	205.0	140.0	32.7	122.0	1.12
38	M	215.0	155.0	34.4	130.0	1.18
39	F	210.0	150.0	33.9	128.0	1.15
40	M	220.0	165.0	35.0	135.0	1.20
41	F	215.0	160.0	34.4	132.0	1.18
42	M	225.0	175.0	35.6	140.0	1.22
43	F	220.0	170.0	35.0	138.0	1.20
44	M	230.0	185.0	36.7	145.0	1.25
45	F	225.0	180.0	36.0	142.0	1.22
46	M	235.0	195.0	37.9	150.0	1.28
47	F	230.0	190.0	37.0	148.0	1.25
48	M	240.0	205.0	39.2	155.0	1.30
49	F	235.0	200.0	38.3	152.0	1.28
50	M	245.0	215.0	40.0	160.0	1.32
51	F	240.0	210.0	39.6	158.0	1.30
52	M	250.0	225.0	42.0	165.0	1.35
53	F	245.0	220.0	41.2	162.0	1.32
54	M	255.0	235.0	43.5	170.0	1.38
55	F	250.0	230.0	43.0	168.0	1.35
56	M	260.0	245.0	45.4	175.0	1.40
57	F	255.0	240.0	44.7	172.0	1.38
58	M	265.0	255.0	47.2	180.0	1.42
59	F	260.0	250.0	46.2	178.0	1.40
60	M	270.0	265.0	49.3	185.0	1.45
61	F	265.0	260.0	48.3	182.0	1.42
62	M	275.0	275.0	51.3	190.0	1.48
63	F	270.0	270.0	50.0	188.0	1.45
64	M	280.0	285.0	53.9	195.0	1.50
65	F	275.0	280.0	52.7	192.0	1.48
66	M	285.0	295.0	56.8	200.0	1.55
67	F	280.0	290.0	55.6	198.0	1.52
68	M	290.0	305.0	60.0	205.0	1.60
69	F	285.0	300.0	59.6	202.0	1.58
70	M	295.0	315.0	63.7	210.0	1.65
71	F	290.0	310.0	62.1	208.0	1.62
72	M	300.0	325.0	67.5	215.0	1.70
73	F	295.0	320.0	65.7	212.0	1.68
74	M	305.0	335.0	71.8	220.0	1.75
75	F	300.0	330.0	70.0	218.0	1.72
76	M	310.0	345.0	76.1	225.0	1.80
77	F	305.0	340.0	74.1	222.0	1.78
78	M	315.0	355.0	81.3	230.0	1.85
79	F	310.0	350.0	79.0	228.0	1.82
80	M	320.0	365.0	85.9	235.0	1.90
81	F	315.0	360.0	83.8	232.0	1.88
82	M	325.0	375.0	91.7	240.0	1.95
83	F	320.0	370.0	89.1	238.0	1.92
84	M	330.0	385.0	99.1	245.0	2.00
85	F	325.0	380.0	96.3	242.0	1.98
86	M	335.0	395.0	107.1	250.0	2.05
87	F	330.0	390.0	104.5	248.0	2.02
88	M	340.0	405.0	114.7	255.0	2.10
89	F	335.0	400.0	112.8	252.0	2.08
90	M	345.0	415.0	124.9	260.0	2.15
91	F	340.0	410.0	122.9	258.0	2.12
92	M	350.0	425.0	137.0	265.0	2.20
93	F	345.0	420.0	133.3	262.0	2.18
94	M	355.0	435.0	147.9	270.0	2.25
95	F	350.0	430.0	145.7	268.0	2.22
96	M	360.0	445.0	161.1	275.0	2.30
97	F	355.0	440.0	157.7	272.0	2.28
98	M	365.0	455.0	176.4	280.0	2.35
99	F	360.0	450.0	175.0	278.0	2.32
100	M	370.0	465.0	191.9	285.0	2.40
101	F	365.0	460.0	189.0	282.0	2.38
102	M	375.0	475.0	210.4	290.0	2.45
103	F	370.0	470.0	208.1	288.0	2.42
104	M	380.0	485.0	232.6	295.0	2.50
105	F	375.0	480.0	229.3	292.0	2.48
106	M	385.0	495.0	258.2	300.0	2.55
107	F	380.0	490.0	255.3	298.0	2.52
108	M	390.0	505.0	289.0	305.0	2.60
109	F	385.0	500.0	285.7	302.0	2.58
110	M	395.0	515.0	328.1	310.0	2.65
111	F	390.0	510.0	323.1	308.0	2.62
112	M	400.0	525.0	371.9	315.0	2.70
113	F	395.0	520.0	367.1	312.0	2.68
114	M	405.0	535.0	421.2	320.0	2.75
115	F	400.0	530.0	417.5	318.0	2.72
116	M	410.0	545.0	480.5	325.0	2.80
117	F	405.0	540.0	476.8	322.0	2.78
118	M	415.0	555.0	549.4	330.0	2.85
119	F	410.0	550.0	541.3	328.0	2.82
120	M	420.0	565.0	632.6	335.0	2.90
121	F	415.0	560.0	624.1	332.0	2.88
122	M	425.0	575.0	735.3	340.0	2.95
123	F	420.0	570.0	726.2	338.0	2.92
124	M	430.0	585.0	840.9	345.0	3.00
125	F	425.0	580.0	835.3	342.0	2.98
126	M	435.0	595.0	970.6	350.0	3.05
127	F	430.0	590.0	963.0	348.0	3.02
128	M	440.0	605.0	1116.1	355.0	3.10
129	F	435.0	600.0	1108.5	352.0	3.08
130	M	445.0	615.0	1276.4	360.0	3.15
131	F	440.0	610.0	1268.2	358.0	3.12
132	M	450.0	625.0	1459.0	365.0	3.20
133	F	445.0	620.0	1450.3	362.0	3.18
134	M	455.0	635.0	1664.4	370.0	3.25
135	F	450.0	630.0	1655.6	368.0	3.22
136	M	460.0	645.0	1895.7	375.0	3.30
137	F	455.0	640.0	1886.4	372.0	3.28
138	M	465.0	655.0	2151.2	380.0	3.35
139	F	460.0	650.0	2141.7	378.0	3.32
140	M	470.0	665.0	2441.5	385.0	3.40
141	F	465.0	660.0	2431.8	382.0	3.38
142	M	475.0	675.0	2777.3	390.0	3.45
143	F	470.0	670.0	2767.2	388.0	3.42
144	M	480.0	685.0	3159.7	395.0	3.50
145	F	475.0	680.0	3149.3	392.0	3.48
146	M	485.0	695.0	3601.9	400.0	3.55
147	F	480.0	690.0	3591.7	398.0	3.52
148	M	490.0	705.0	4095.8	405.0	3.60
149	F	485.0	700.0	4085.4	402.0	3.58
150	M	495.0	715.0	4663.9	410.0	3.65
151	F	490.0	710.0	4653.3	408.0	3.62
152	M	500.0	725.0	5299.0	415.0	3.70
153	F	495.0	720.0	5288.5	412.0	3.68
154	M	505.0	735.0	6004.3	420.0	3.75
155	F	500.0	730.0	5993.7	418.0	3.72
156	M	510.0	745.0	6794.9	425.0	3.80
157	F	505.0	740.0	6784.2	422.0	3.78
158	M	515.0	755.0	7686.7	430.0	3.85
159	F	510.0	750.0	7676.1	428.0	3.82
160	M	520.0	765.0	8684.6	435.0	3.90
161	F	515.0	760.0	8673.8	432.0	3.88
162	M	525.0	775.0	9793.9	440.0	3.95
163	F	520.0	770.0	9783.1	438.0	3.92
164	M	530.0	785.0	10999.0	445.0	4.00
165	F	525.0	780.0	10988.0	442.0	3.98
166	M	535.0	795.0	12294.7	450.0	4.05
167	F	530.0	790.0	12283.5	448.0	4.02
168	M	540.0	805.0	13685.2	455.0	4.10
169	F	535.0	800.0	13674.0	452.0	4.08
170	M	545.0	815.0	15175.6	460.0	4.15
171	F	540.0	810.0	15164.3	458.0	4.12
172	M	550.0	825.0	16761.8	465.0	4.20
173	F	545.0	820.0	16750.3	462.0	4.18
174	M	555.0	835.0	18450.5	470.0	4.25
175	F	550.0	830.0	18438.9	468.0	4.22
176	M	560.0	845.0	20235.5	475.0	4.30
177	F	555.0	840.0	20223.8	472.0	4.28
178	M	565.0	855.0	22135.3	480.0	4.35
179	F	560.0	850.0	22123.5	478.0	4.32
180	M	570.0	865.0	24146.8	485.0	4.40
181	F	565.0	860.0	24134.9	482.0	4.38
182	M	575.0	875.0	26264.7	490.0	4.45
183	F	570.0	870.0	26252.7	488.0	4.42
184	M	580.0	885.0	28494.9	495.0	4.50
185	F	575.0	880.0	28482.8	492.0	4.48
186	M	585.0	895.0	30834.5	500.0	4.55
187	F	580.0	890.0	30822.3	498.0	4.52
188	M	590.0	905.0	33289.7	505.0	4.60
189	F	585.0	900.0	33277.4	502.0	4.58
190	M	595.0	915.0	35856.0	510.0	4.65
191	F	590.0	910.0	35843.6	508.0	4.62
192	M	600.0	925.0	38529.0	515.0	4.70
193	F	595.0	920.0	38516.5	512.0	4.68
194	M	605.0	935.0	41305.5	520.0	4.75
195	F	600.0	930.0	41292.9	518.0	4.72
196	M	610.0	945.0	44180.0	525.0	4.80
197	F	605.0	940.0	44167.3	522.0	4.78
198	M	615.0	955.0	47156.5	530.0	4.85
199	F	610.0	950.0	47143.7	528.0	

- [illegible]

[illegible][illegible][illegible]

**SURVIVOR'S CERTIFICATE:**

[illegible]

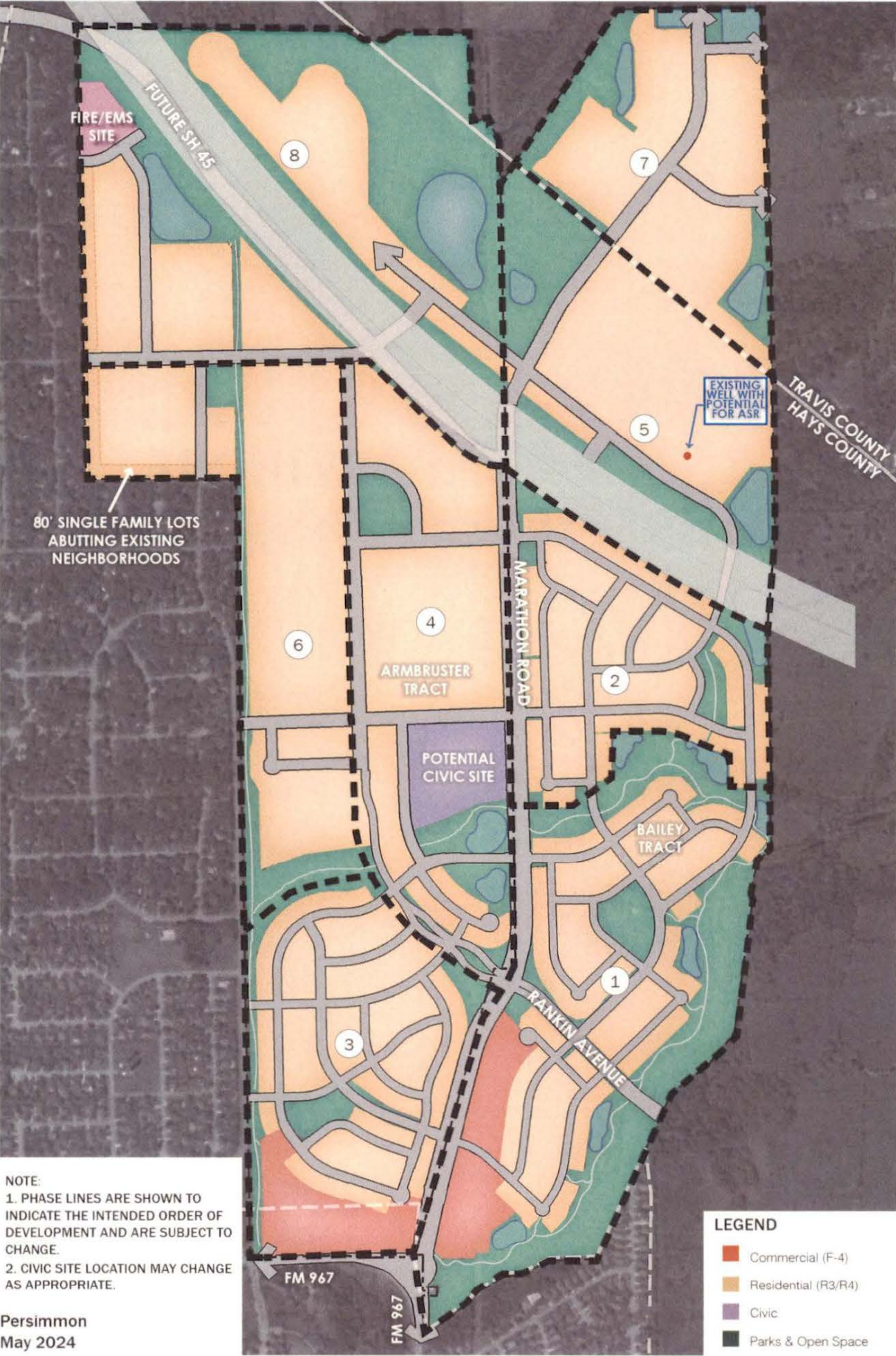
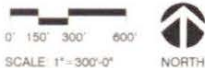
The field work was completed on November 12, 2021; updated to address new data (submitted December 8, 2021). Modified to add Study 2b (June-August 8, 2021).

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**Professional Land Surveying, Inc.**  
Surveying and Mapping  
3000 Valley Lane  
Austin, Texas 78744  
512-443-1728  
FAX: 512-443-1728



EXHIBIT B - Conceptual Plan with PID Improvement Areas



NOTE:  
1. PHASE LINES ARE SHOWN TO INDICATE THE INTENDED ORDER OF DEVELOPMENT AND ARE SUBJECT TO CHANGE.  
2. CIVIC SITE LOCATION MAY CHANGE AS APPROPRIATE.

Persimmon  
May 2024

LEGEND

Commercial (F-4)
Residential (R3/R4)
Civic
Parks & Open Space





METES & BOUNDS DESCRIPTION

FIELD NOTES FOR 171.664 ACRES OF LAND OUT OF THE S.V.R. EGGLESTON SURVEY NUMBER 3, ABSTRACT NOS. 5 AND 11 OF HAYS AND TRAVIS COUNTIES, TEXAS; BEING A PORTION OF A CALLED 348.277 ACRE TRACT OF LAND AS CONVEYED TO BAILEY LAND INVESTMENTS, LP BY SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 21030241 AND CORRECTED BY SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 21030465, BOTH OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2021126135 AND CORRECTED BY SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2021126836, BOTH OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 171.664 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2-inch iron rod found lying on the East line of a called 209.402 acre tract as described in an instrument to Chance Armbruster recorded in Document Number 2011006800 of the Official Public Records of Travis County, Texas, being the most Southerly corner of RING TRACT PHASE TWO, a platted subdivision recorded in Document Number 201700120 of the Plat Records of Travis County, Texas and being the most Southerly corner of a previously conveyed 11-acre tract of land described as Tract 2 in an instrument to The Randolph Company recorded in Volume 12391, Page 348 of the Real Property Records of Travis County, Texas, and being the most Westerly Northwest corner of the herein described tract, from which a 1-inch iron pipe found for an angle point on the West line of said RING TRACT PHASE TWO bears North 02°33'30" West, a distance of 1,140.14 feet;

THENCE, with the Southeast line of said RING TRACT PHASE TWO and a Northwest line of the herein described tract, North 33°47'22" East, a distance of 1,552.16 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set on the South line of a called 73 acre tract described in an instrument to Robert Cyril Jerome Hejl in Document Number 2011131371 of the Official Public Records of Travis County, Texas, being the most Easterly corner of said 11-acre tract of land and being the most Northerly Northwest corner of the herein described tract, from which a found Railroad Spike bears South 85°14'54" West, a distance of 34.20 feet;

THENCE, generally along a fence, with the South line of said 73 acre tract and the North line of the herein described tract, North 88°33'23" East, a distance of 1,008.55 feet to a 1/2-inch iron pipe found for the Northwest corner of a called 29.615 acre tract of land described in an instrument to Walter B. Hector recorded in Volume 11125, Page 875 of the Real Property Records of Travis County, Texas;

THENCE, generally along a fence, with the West line of said 29.615 acre tract and the East line of the herein described tract, the following five (5) courses:

EXHIBIT D

- 1) South 01°17'31" East, a distance of 220.82 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for corner at a dead 14-inch tree;
- 2) South 02°28'42" East, a distance of 414.20 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for corner at fence post;
- 3) South 02°17'45" East, a distance of 889.74 feet to a to a 1/2-inch iron rod with cap stamped "BGE INC" set for corner at a double 12-inch Hackberry;
- 4) South 02°03'46" East, a distance of 241.91 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for corner at fence post; and
- 5) South 00°13'52" West, a distance of 452.24 feet to a 1/2-inch iron pipe found for the Northwest corner of a called 28.09 acre tract of land described in an instrument to Jeffery Lee Grubert recorded in Document Number 2008-80014950 of the Official Public Records of Hays County, Texas;

THENCE, with the West line of said 28.09 acre tract and the East line of the herein described tract, South 01°07'16" East, a distance of 1,318.47 feet to 1/2-inch iron pipe found for the Southwest corner of said 28.09 acre tract and being the Northwest corner of a called 97.36 acre tract described as "First Tract" in an instrument to Gene Ledoux recorded in Volume 153, Page 490 of the Deed Records of Hays County, Texas;

THENCE, generally along a fence, with the West line of said 97.36 acre tract and the East line of the herein described tract, the following four (4) courses:

- 1) South 01°58'05" East, a distance of 140.05 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for corner;
- 2) South 04°43'07" West, a distance of 684.44 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for corner;
- 3) South 01°57'53" East, a distance of 291.67 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for corner; and
- 4) South 01°18'09" East, a distance of 15.79 feet to a calculated point on the Northerly City of Buda Extraterritorial Jurisdiction (ETJ) line and the Southerly City of Austin 2-mile ETJ (as extracted from City of Buda GIS data) for the Southeast corner of the herein described tract;

THENCE, over and across said 348.277 acre tract, with the common ETJ lines of the City of Austin and the City of Buda, the following five (5) courses:

- 1) North 72°26'48" West, a distance of 347.68 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an angle point;



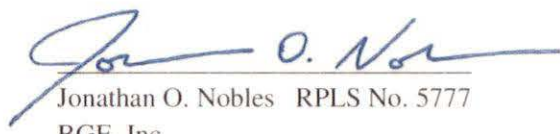
EXHIBIT D

- 2) North 64°10'31" West, a distance of 395.95 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an angle point;
- 3) North 65°19'16" West, a distance of 381.65 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an angle point;
- 4) North 57°40'22" West, a distance of 887.17 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an angle point; and
- 5) North 54°27'08" West, a distance of 84.54 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set on the East line of a called 217.17 acre tract belonging to Henry Crews Armbruster as described in a Boundary Line Agreement recorded in Volume 222, Page 163 of the Deed Records of Hays County and being the Southwest corner of the herein described tract;

THENCE, generally along a fence, with the East line of said 217.17 acre tract and the West line of the herein described tract, North 01°44'45" West, a distance of 281.74 feet to a 1/2-inch iron rod found for corner;

THENCE, generally along a fence, partially continuing with an East line of said 217.17 acre tract, and partially the East line of said 209.402 acre tract, same being the West line of the herein described tract, North 01°37'31" West, a distance of 2,108.78 feet to the **POINT OF BEGINNING** and containing 171.664 acres of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by BGE, Inc, under my supervision on August 3, 2019 and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, NAD 83, South Central Zone 4204.

  
Jonathan O. Nobles RPLS No. 5777  
BGE, Inc.

101 West Louis Henna Blvd, Suite 400

Austin, Texas 78728

Telephone: (512) 879-0400

TBPLS Licensed Surveying Firm No. 10106502



11/30/2023

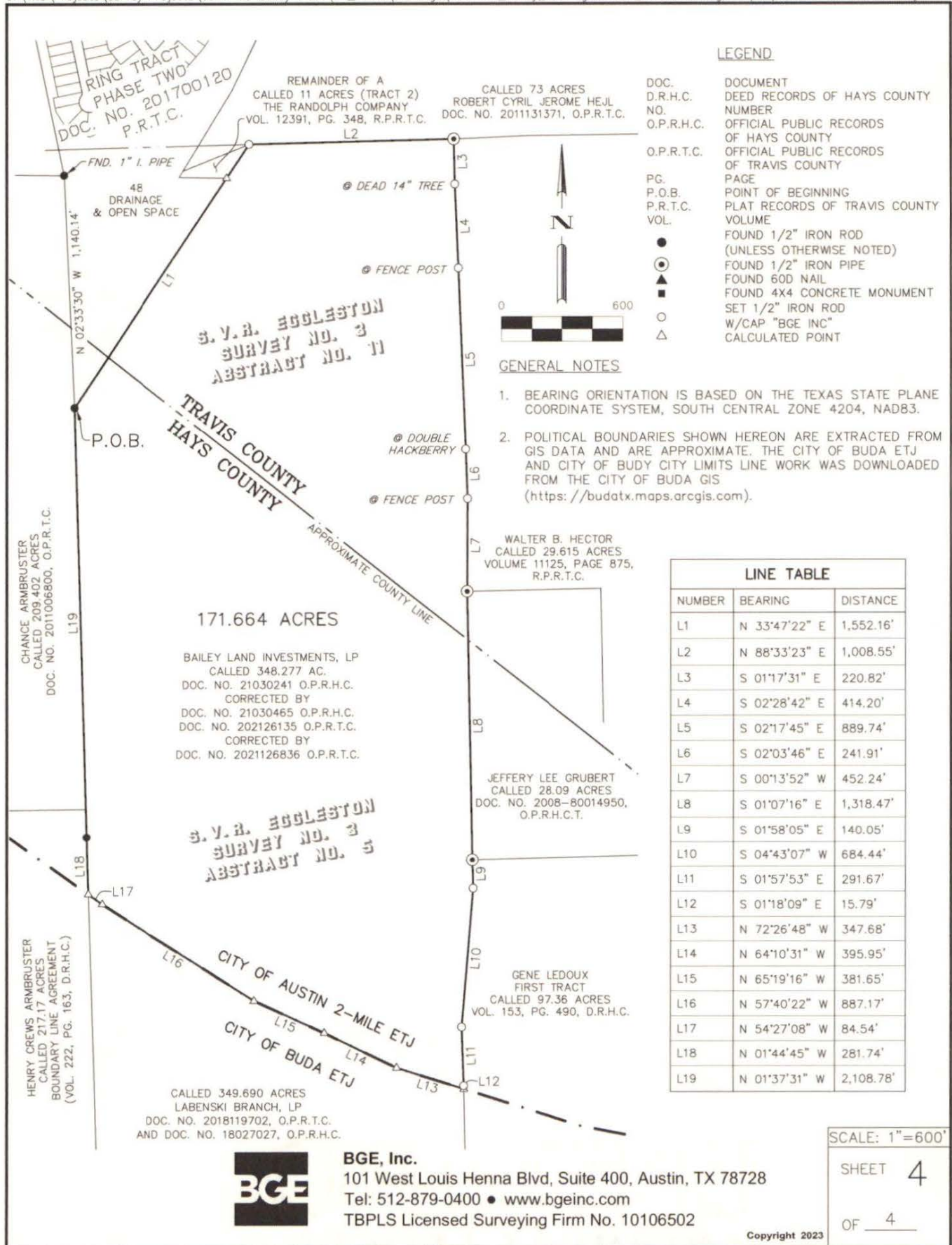
Date

Date: November 30, 2023

Job No: 6861-01

# EXHIBIT D

G:\TXC\Projects\Survey Projects\5577-00 Bailey Tract\04\_Finals\Drawings\6861-01 Bailey Dev-Agreement\_171.664Ac.dwg, 11/30/2023 9:53 AM, MCarney



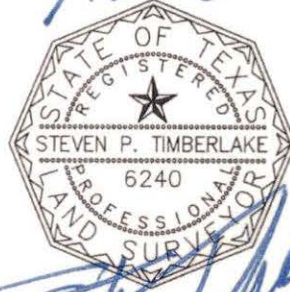


SKETCH TO ACCOMPANY A DESCRIPTION OF 131.6 ACRES, OUT OF THE S.V.R. EGGLESTON SURVEY NUMBER 3, ABSTRACT NUMBER 5 OF HAYS COUNTY, TEXAS AND THE S.V.R. EGGLESTON SURVEY NUMBER 3, ABSTRACT NUMBER 11 OF TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 217.066 ACRE TRACT, SAVE AND EXCEPT 79.000 ACRES, CONVEYED TO ARMBRUSTER LAND INVESTMENTS, LP., IN DOCUMENT NO. 2021284020 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND DOCUMENT NO(S). 21071107 AND 21071108 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY TEXAS AND ALSO BEING A PORTION OF A 208.892 ACRE TRACT CONVEYED TO ARMBRUSTER LAND INVESTMENTS, LP., IN DOCUMENT NO(S). 2021280420, 2021280421, 2021280422, 2021280423, 2021280424, 2021280425 AND 2021280426, ALL OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND DOCUMENT NO(S). 21071107, 21071109, 21071110, 21071111, 21071112, 21071114 AND 21071115, ALL OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°42'36"E	1044.87'
L2	S89°36'55"E	839.72'
L3	S60°49'12"E	74.39'
L4	S69°02'36"E	76.33'
L5	S87°22'15"E	127.86'
L6	N47°43'15"E	94.70'
L7	N89°13'53"E	172.17'
L8	S79°37'01"E	105.27'
L9	N78°37'51"E	113.30'
L10	S87°19'55"E	90.88'
L11	N89°43'14"E	42.23'
L12	S04°39'05"E	623.74'
L13	N72°24'34"E	100.28'
L14	S03°58'54"W	67.95'
L15	S73°19'44"E	42.20'
L16	S30°12'44"E	79.49'
L17	S05°45'08"E	87.94'
L18	S02°16'55"E	320.31'
L19	S01°38'47"E	1962.76'
L20	S01°45'39"E	461.18'
L21	N57°51'25"W	216.55'
L22	N50°36'22"W	482.65'
L23	N43°40'39"W	1026.83'
L24	N37°11'33"W	2952.81'
L25	N01°36'39"W	69.07'

## LEGEND

- 1/2" REBAR WITH "CHAPARRAL" CAP SET
- ⊙ IRON PIPE FOUND (SIZE NOTED)
- △ CALCULATED POINT
- ⊗ REFERENCED TREE FOUND (SIZE AND TYPE NOTED)
- { } RECORD INFORMATION TRAVIS COUNTY TEXAS
- [ ] RECORD INFORMATION HAYS COUNTY TEXAS



DATE OF SURVEY: 12/08/21  
 PLOT DATE: 07/07/22  
 DRAWING NO.: 759-022-EX  
 PROJECT NO.: 759-022  
 T.B.P.E.L.S. FIRM NO. 10124500  
 DRAWN BY: JDB  
 SHEET 1 OF 2

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), SOUTH CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS)

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 759-022-EX

Chaparral





1" = 500'

CITY OF AUSTIN  
E.T.J. EXHIBIT

S.V.R. EGGLESTON  
SURVEY NO. 3  
ABSTRACT NO. 11

S.V.R. EGGLESTON  
SURVEY NO. 5  
ABSTRACT NO. 5

208.892 ACRES  
ARMBRUSTER LAND  
INVESTMENTS, LP  
\*SEE SURVEY

APPROX.  
131.6 ACRES  
WITHIN CITY OF  
AUSTIN E.T.J.

APPROXIMATE  
CITY OF BUDA  
E.T.J. LINE  
SCALED FROM  
CITY OF BUDA  
GIS/PLANNING &  
DEVELOPMENT PAGE

208.892 ACRES  
ARMBRUSTER LAND  
INVESTMENTS, LP  
\*SEE SURVEY

AN EXHIBIT SHOWING THE  
APPROXIMATE 294.4 ACRES  
OF THE ARMBRUSTER LAND  
INVESTMENTS, LP PROPERTY,  
LYING WITHIN THE CITY OF  
BUDA EXTRATERRITORIAL  
JURISDICTION (E.T.J.)

APPROXIMATE  
CITY OF AUSTIN  
E.T.J. LINE  
SCALED FROM  
CITY OF AUSTIN  
GIS PAGE

LAUREL PATH  
(60' R.O.W. WIDTH)  
[3/37]

DOVE DRIVE  
(70' R.O.W. WIDTH)  
[4/126]

RANGER DRIVE  
(60' R.O.W. WIDTH)  
[3/37]

\* POLITICAL BOUNDARIES SHOWN  
HEREON ARE APPROXIMATE,  
LINEWORK SCALED FROM  
CITY OF BUDA GIS/PLANNING &  
DEVELOPMENT WEB PAGE

217.066 ACRES  
ARMBRUSTER LAND  
INVESTMENTS, LP  
\*SEE SURVEY

Chaparral





**Professional Land Surveying, Inc.  
Surveying and Mapping**

Office: 512-443-1724  
Fax: 512-389-0943

3500 McCall Lane  
Austin, Texas 78744

**131.6 ACRES  
S.V.R. EGGLESTON SURVEY NO. 3, ABS. NO. 5,  
HAYS COUNTY, TEXAS AND THE  
S.V.R. EGGLESTON SURVEY NO. 3, ABS. NO. 11  
TRAVIS COUNTY, TEXAS**

A DESCRIPTION OF 131.6 ACRES, OUT OF THE S.V.R. EGGLESTON SURVEY NUMBER 3, ABSTRACT NUMBER 5 OF HAYS COUNT, TEXAS AND THE S.V.R. EGGLESTON SURVEY NUMBER 3, ABSTRACT NUMBER 11 OF TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 217.066 ACRE TRACT, SAVE AND EXCEPT 79.000 ACRES, CONVEYED TO ARMBRUSTER LAND INVESTMENTS, LP., IN DOCUMENT NO. 2021284020 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND DOCUMENT NO(S). 21071107 AND 21071108 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY TEXAS AND ALSO BEING A PORTION OF A 208.892 ACRE TRACT CONVEYED TO ARMBRUSTER LAND INVESTMENTS, LP., IN DOCUMENT NO(S). 2021280420, 2021280421, 2021280422, 2021280423, 2021280424, 2021280425 AND 2021280426, ALL OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND DOCUMENT NO(S). 21071107, 21071109, 21071110, 21071111, 21071112, 21071114 AND 21071115, ALL OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 131.6 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** a 1/2" iron pipe found for the northwest corner of said 208.892 acre tract, being the northeast corner of a 1.46 acre tract described in Volume 796, Page 317 of the Deed Records, all of Hays County, Texas and also being an angle point in the south line of a 65.112 acre tract described in Document No. 14021499 of the Official Public Records of Hays County, Texas;

**THENCE** South 89°42'36" East, with the north line of the 208.892 acre tract, same being the south line of the 65.112 acre tract, a distance of 1044.87 feet to a 5/8" iron pipe found for an angle point in the north line of the 208.892 acre tract, same being the south line of the 65.112 acre tract;

**THENCE** South 89°36'55" East, continuing with the north line of the 208.892 acre tract, same being the south line of the 65.112 acre tract and the south line of a 48.354 acre tract described in Volume 7588, Page 451 of the Deed Records of Travis County, Texas, a distance of 839.72 feet to a 5/8" iron pipe found for an angle point in the north line of the 208.892 acre tract, same being the south line of said 48.354 acre tract;

**THENCE** continuing with the north line of the 208.892 acre tract, same being the south

line of the 48.354 acre tract, the following seven (7) courses and distances:

1. South 60°49'12" East, a distance of 74.39 feet to a 1/2" iron pipe found;
2. South 69°02'36" East, a distance of 76.33 feet to a 1/2" iron pipe found;
3. South 87°22'15" East, a distance of 127.86 feet to a 3/4" iron pipe found;
4. North 47°43'15" East, a distance of 94.70 feet to a 1/2" rebar with "Chaparral" cap set;
5. North 89°13'53" East, a distance of 172.17 feet to a 5/8" iron pipe found;
6. South 79°37'01" East, a distance of 105.27 feet to a 1/2" rebar with "Chaparral" cap set;
7. North 78°37'51" East, a distance of 113.30 feet to a 1" iron pipe found;

**THENCE** continuing with the north line of the 208.892 acre tract, the following two (2) courses and distances:

1. South 87°19'55" East, crossing Little Bear Creek, a distance of 90.88 feet to a 1/2" iron pipe found;
2. North 89°43'14" East, a distance of 42.23 feet to a 1/2" iron pipe found for the northwest corner of a 1.998 acre tract, described in Volume 12391, Page 348 of the Real Property Records of Travis County, Texas, being in the south line of a 2.143 acre tract described in Volume 7628, page 817 of the Deed Records of Travis County, Texas;

**THENCE** with the common lines of the 208.892 and said 1.998 acer tract, the following two (2) courses and distances:

1. South 04°39'05" East, a distance of 623.74 feet to a 1" iron pipe found for the southwest corner of the 1.998 acre tract;
2. North 72°24'34" East, a distance of 100.28 feet to a 1/2" iron pipe found for the southeast corner of the 1.998 acre tract, being in the easternmost northeast corner of the 208.892 acre tract;

**THENCE** with the east line of the 208.892 acre tract, the following four (4) courses and distances:

1. South 03°58'54" West, a distance of 67.95 feet to a 5/8" iron pipe found on the north bank of Little Bear Creek;



2. South 73°19'44" East, a distance of 42.20 feet to a calculated point in Little Bear Creek;
3. South 30°12'44" East, a distance of 79.49 feet to a 10" Elm tree found on the south bank of Little Bear Creek, as referenced in Volume 711, Page 598 of the Deed Records of Hays County, Texas;
4. South 05°45'08" East, a distance of 87.94 feet to a 1/2" iron pipe found in the west line of said Lot 16, Block A, Ring Tract Phase Two, Final Plat, a subdivision of record in Document No. 201700120 of the Official Public Records of Travis County, Texas;

**THENCE** South 02°16'55" East, with the east line of the 208.892 acre tract, same being the west line of Lot 16, a distance of 320.31 feet to a 1/2" iron pipe found in the west line of a 348.277 acre tract described in Document No. 21030465 of the Official Public Records of Hays County, Texas;

**THENCE** South 01°38'47" East, with the east line of the 208.892 acre tract, same being the west line of said 348.277 acre tract, a distance of 1962.76 feet to a 1/2" iron pipe found for the southeast corner of said 208.892 acre tract, being the northeast corner of said 217.066 acre tract;

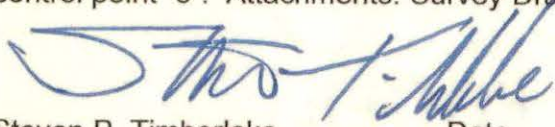
**THENCE** South 01°45'39" East, with the east line of the 217.066 acre tract, same being the west line of the 348.277 acre tract, a distance of 461.18 feet to a calculated point;

**THENCE** crossing the 217.066 acre tract and the 208.892 acre tract, the following four (4) courses and distances:

1. North 57°51'25" West, a distance of 216.55 feet to a calculated point;
2. North 50°36'22" West, a distance of 482.65 feet to a calculated point;
3. North 43°40'39" West, a distance of 1026.83 feet to a calculated point;
4. North 37°11'33" West, a distance of 2952.81 feet to a calculated point in the west line of the 208.892 acre tract, same being the east line of said 1.46 acre tract;

**THENCE** North 01°36'39" West, with the west line of the 208.892 acre tract, same being the east line of the 1.46 acre tract, a distance of 69.07 feet the **POINT OF BEGINNING**, containing 131.6 acres of land, more or less.

Surveyed on the ground on November 12, 2021. Bearing Basis: The Texas Coordinate System of 1983 (NAD83), South Central Zone, based on GPS solutions from The National Geodetic Survey (RTN) on-line positioning user service (OPUS) for Chaparral control point "3". Attachments: Survey Drawing No. 759-022-EX2.

  
Steven P. Timberlake                      Date  
Registered Professional Land Surveyor  
State of Texas No. 6240  
TBPLS Firm No. 10124500

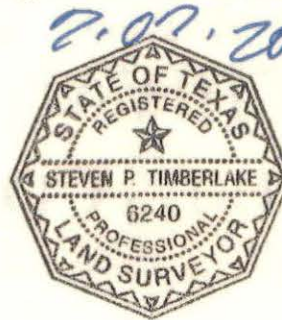
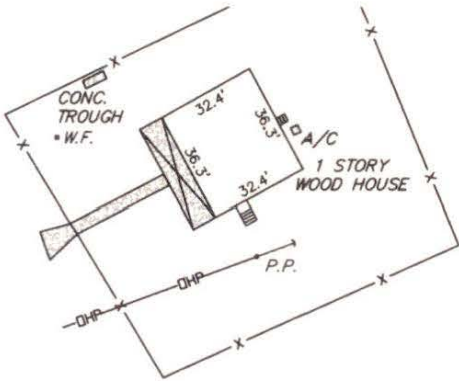
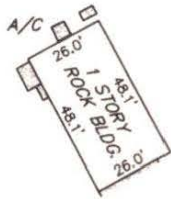




EXHIBIT E - AMENITY CONCEPT



DAIRY HOUSE



DAIRY BARN



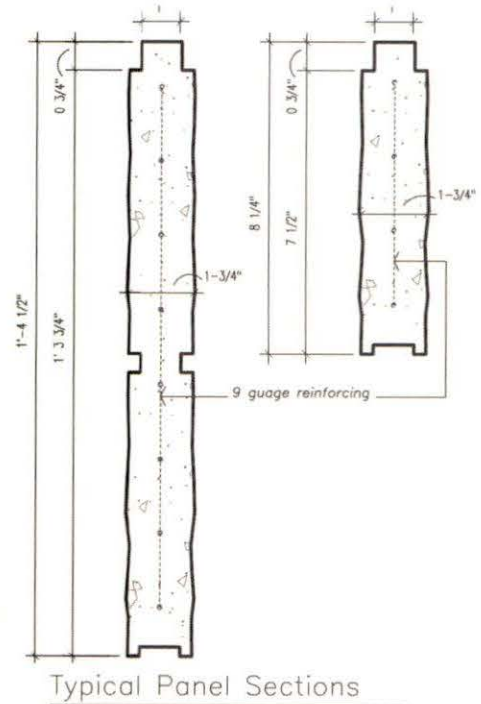
Historic precedent image







Split-Face CMU Style Concrete Fence



Typical Panel Sections

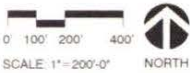


Post-Tension Rock Wall

The subdivision wall shall be no less than six (6) feet and no more than eight (8) feet tall and shall be constructed of one of the above styles.



EXHIBIT G-1 - PERSIMMON PHASE 1 (DETAIL PARK PLAN)



PARK AREA SUMMARY TABLE							
Park	Dedicated Area Acres	Area >5% Slope Acres	Area >5% Slope Percent	100yr FIP Acres	Frontage		
					Arterial	Collector	Local Street
Public	A	4.562	1.456	31.33%	3,092	447	
	B	5.052	1.738	17.18%	7,584	704	176
	C	14.45	8.543	17.37%	6,353	422	34
	D	7.881	0.848	33.97%	1,187	480	25
	E	6.772	4.124	16.42%	2,972	680	125
	F	0.705	0.707	39.97%	0.22		
Private	Sub	18.462	78.476	18.70%	17,448	1,853	1,358
	1	0.782	0.178	15.30%	0	534	48
	2	3.519	0	0	0	640	858
	3	2.249	0	0	0	378	643
	Sub	6.549	0.178	11.30%	0	534	1,543
	Total	44.992	28.654	21.78%	21,848	2,369	2,436

PARKS IMPROVEMENT TABLE		
Park	Proposed Parkland Improvement	Estimated Cost
A, B & C	Trailhead, nature trails, benches, pet waste stations and trash/recycle receptacles.	\$130,000.00
D & E	Urban trail, East West Trail & neighborhood trail, nature playscapes, fitness station, drinking fountains, fencing, benches, tables, pet waste stations and trash/recycle receptacles.	\$428,000.00
Total Cost		\$718,000.00

PARKLAND DEDICATION REQUIREMENTS	
Single Family Units	410
Parkland Required @ 1 acre/250 units	1.640 AC
Improvements Required @ \$1,500/unit	\$616,000
Public Parkland Provided	18.462
Improvements Provided	\$718,000

LEGEND

- CONCRETE URBAN TRAIL (10' MIN)
- GRAVEL EAST-WEST TRAIL (6' MIN)
- CONCRETE & GRAVEL NATURE TRAIL (8' MIN)
- TRAIL HEAD
- FITNESS STATION
- NATURE PLAYSCAPE
- TRAIL SECTIONS OUTSIDE PARKLAND

PARK PHASING PLAN

- SECTION 1: PARKS A & B
- SECTION 2: PARKS C & 1
- SECTION 3: PARKS E & 2
- SECTION 4: PARK D
- SECTION 5: PARK 3

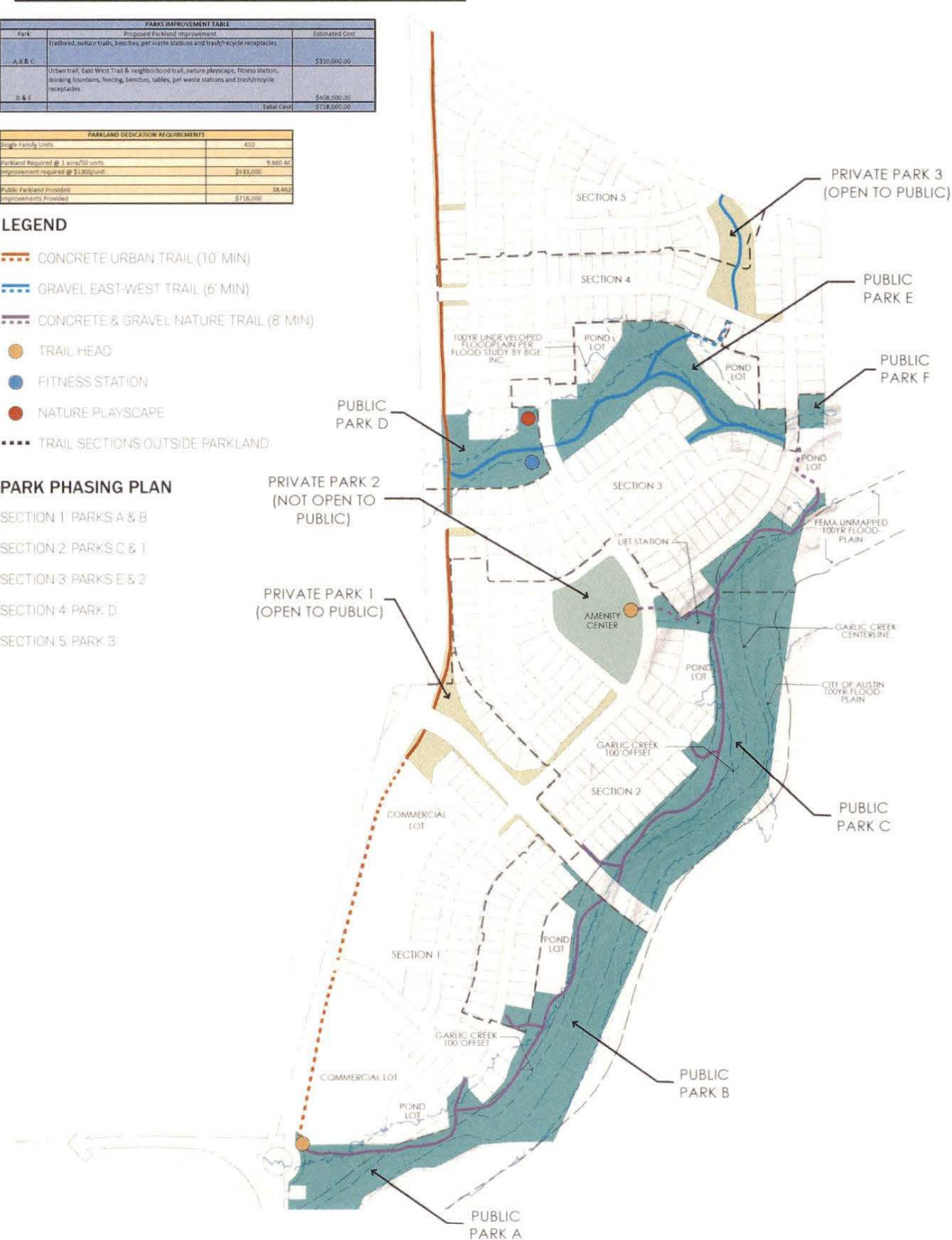
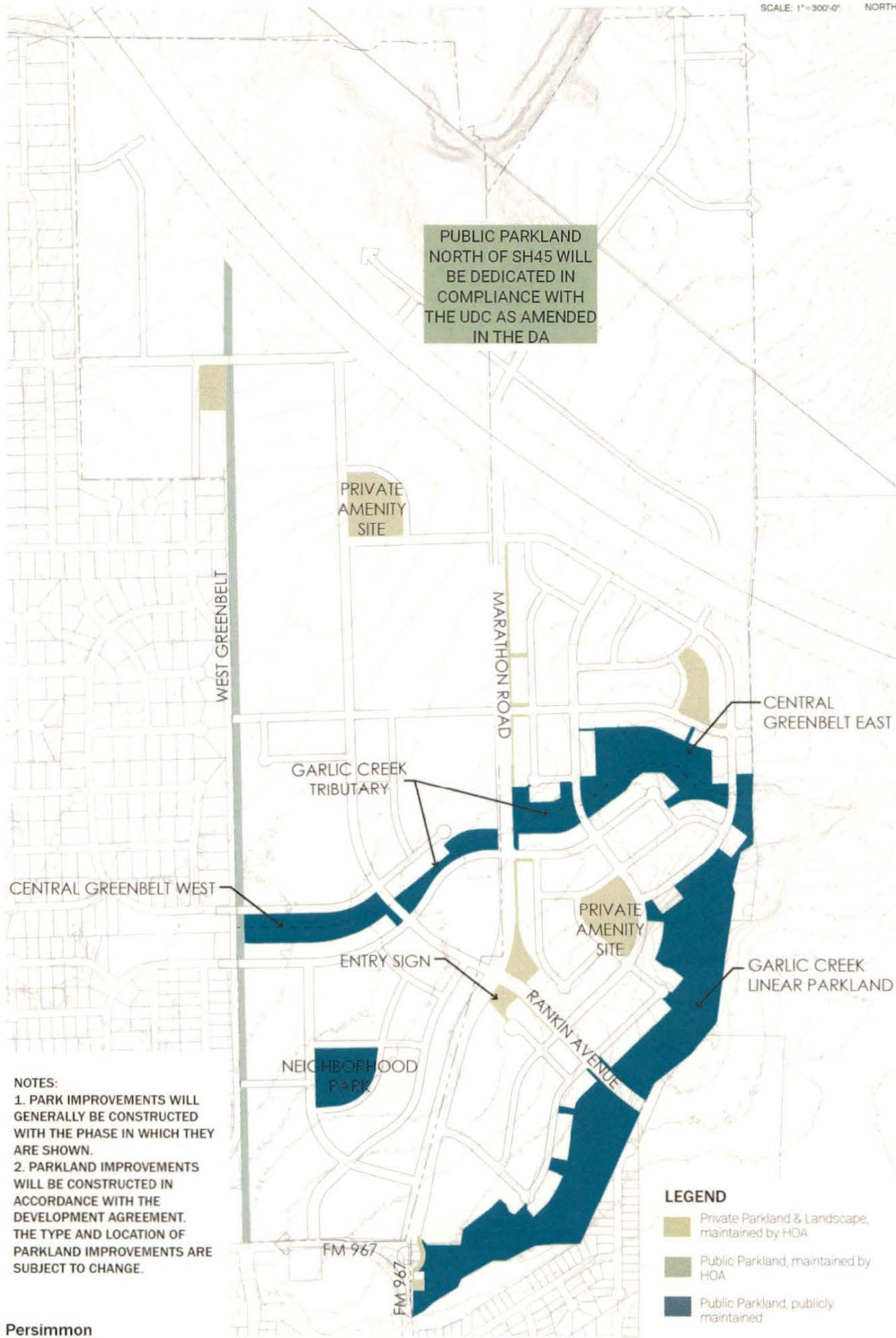
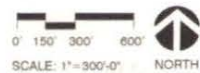


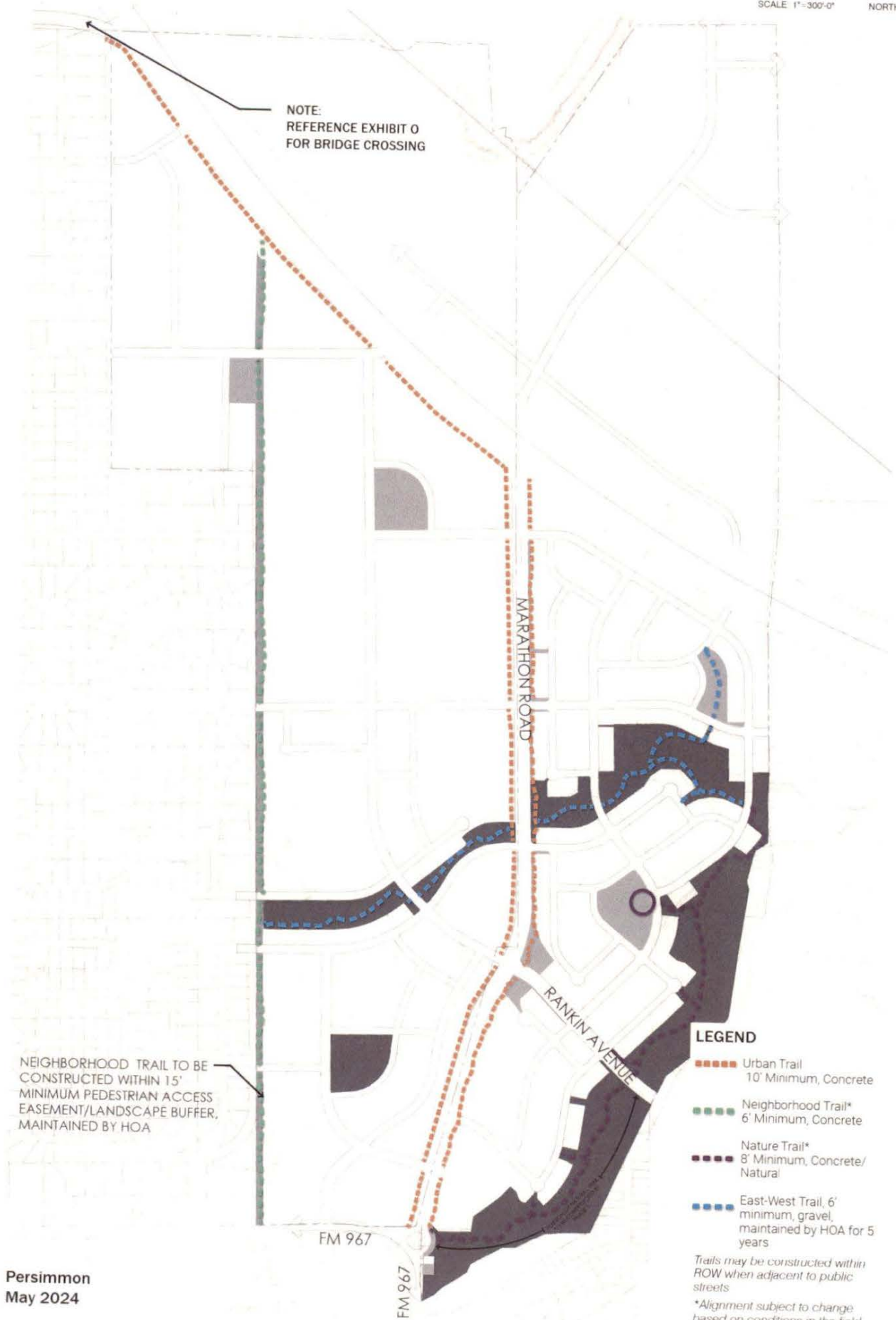
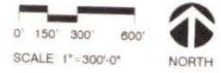
EXHIBIT G-2 - PARKS AND OPEN SPACE SUMMARY



NOTES:  
1. PARK IMPROVEMENTS WILL GENERALLY BE CONSTRUCTED WITH THE PHASE IN WHICH THEY ARE SHOWN.  
2. PARKLAND IMPROVEMENTS WILL BE CONSTRUCTED IN ACCORDANCE WITH THE DEVELOPMENT AGREEMENT. THE TYPE AND LOCATION OF PARKLAND IMPROVEMENTS ARE SUBJECT TO CHANGE.



# EXHIBIT H - TRAILS PLAN



# Exhibit I -City Limits Parcel



**Professional Land Surveying, Inc.  
Surveying and Mapping**

Office: 512-443-1724  
Fax: 512-389-0943

3500 McCall Lane  
Austin, Texas 78744

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**12.045 ACRES  
S.V.R. EGGLESTON SURVEY NO. 3, ABS. NO. 5,  
HAYS COUNTY, TEXAS AND THE**

A DESCRIPTION OF 12.045 ACRES IN THE S.V.R. EGGLESTON SURVEY NO. 3, ABSTRACT NO. 5, HAYS COUNTY, TEXAS, BEING A PORTION OF A 79.000 ACRE TRACT CONVEYED TO ARMBRUSTER LAND INVESTMENT, LP, IN A SPECIAL WARRANTY DEED WITH VENDOR'S LIEN DATED DECEMBER 22, 2021 AND RECORDED IN DOCUMENT NO. 21071113 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 12.045 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 3/8" rebar found in the north right-of-way line of F.M. 967 (right-of-way width varies), being the southwest corner of said 79.000 acre tract, also being the south termination of the agreed boundary line described in Volume 222, Page 163 of the Deed Records of Hays County, Texas and being also the southeast corner of Lot 1, Cimarron Professional Park Section One, a subdivision of record in Volume 7, Page 306 of the Plat Records of Hays County, Texas,

**THENCE** North 01°35'28" West, with said boundary line agreement, with the west line of the 79.00 acre tract, same being the east line of said Lot 1, a distance of 454.21 feet to a calculated point, from which a 1/2" iron pipe found for the northwest corner of a 217.066 acre tract described in Document No. 2021280420 of the Official Public Records of Travis County, Texas and Document No(s). 21071107 and 21071108, both of the Official Public Records of Hays County, Texas, being the northeast corner of Lot 4, Block F, Cimarron Park Section III, Phase III a subdivision of record in Volume 3, Page 37 of the Plat Records of Hays County, Texas and also being in the south line of a 208.892 acre tract described in Document No(s). 2021280420, 2021280421, 2021280422, 2021280423, 2021280424, 2021280425 and 2021280426, all of the Official Public Records of Travis County, Texas and Document No(s). 21071107, 21071109, 21071110, 21071111, 21071112, 21071114 and 21071115, all of the Official Public Records of Hays County, Texas, bears North 01°35'28" West, a distance of 5009.08 feet;

**THENCE** crossing the 79.000 acre tract, the following two (2) courses and distances:

1. North 87°51'02" East, a distance of 1207.60 feet to a to a calculated point;
2. South 14°47'42" West, a distance of 499.03 feet to a to a calculated point in the north right-of-way line of F.M. 967, same being the south line of the 79.000 acre tract, from which a 1/2" rebar with "BGE" cap found for the southeast corner of



# Exhibit I -City Limits Parcel

Page 2

the 79.000 acre tract, being an angle point in the north right-of-way line of F.M. 967, bears North 88°34'15" East, a distance of 84.09 feet;

**THENCE** with the north right-of-way line of F.M. 967, same being the south line of the 79.000 acre tract, the following four (4) courses and distances:

1. South 88°34'15" West, a distance of 302.27 feet to a to a 1/2" rebar with "Chaparral" cap set;
2. With a curve to the left, having a radius of 560.87 feet, a delta angle of 14°40'07", an arc length of 143.59 feet, and a chord which bears North 84°21'53" West, a distance of 143.20 feet to a concrete highway monument found;
3. South 88°18'03" West, a distance of 333.04 feet to a to a concrete highway monument found, from which a concrete highway monument found in the south right-of-way line of F.M. 967, bears South 01°41'57" East, a distance of 80.00 feet;
4. South 87°19'41" West, a distance of 289.44 feet to the **POINT OF BEGINNING**, containing 12.045 acres of land, more or less.

Surveyed on the ground on November 12, 2021. Bearing Basis: The Texas Coordinate System of 1983 (NAD83), South Central Zone, based on GPS solutions from The National Geodetic Survey (RTN) on-line positioning user service (OPUS) for Chaparral control point "3". Attachments: Survey Drawing No. 759-022-EX4.

*Paul J. Flugel* 11-20-2023  
Paul J. Flugel Date  
Registered Professional Land Surveyor  
State of Texas No. 5096  
TBPLS Firm No. 10124500



SKETCH TO ACCOMPANY A DESCRIPTION OF 12.045 ACRES IN THE S.V.R. EGGLESTON SURVEY NO. 3, ABSTRACT NO. 5, HAYS COUNTY, TEXAS, BEING A PORTION OF A 79.000 ACRE TRACT CONVEYED TO ARMBRUSTER LAND INVESTMENT, LP, IN A SPECIAL WARRANTY DEED WITH VENDOR'S LIEN DATED DECEMBER 22, 2021 AND RECORDED IN DOCUMENT NO. 21071113 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

LINE TABLE			
LINE	BEARING	DISTANCE	[RECORD]
L1	S88°34'15"W	302.27'	[S89°18'W]
L2	S88°18'03"W	333.04'	[S89°54'W 333.59']
L3	S87°19'41"W	289.44'	[S88°55'W 289.45']
L4	N88°34'15"E	84.09'	
L5	S01°41'57"E	80.00'	

## LEGEND

- 1/2" REBAR FOUND (OR AS NOTED)
- <sup>B</sup> 1/2" REBAR WITH "BGE" CAP FOUND
- 1/2" REBAR WITH "CHAPARRAL" CAP SET
- ⊙ IRON PIPE FOUND (SIZE NOTED)
- CONCRETE HIGHWAY MONUMENT FOUND
- △ CALCULATED POINT
- [ ] RECORD INFORMATION HAYS COUNTY TEXAS

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C1	560.87'	14°40'07"	143.59'	N84°21'53"W	143.20'
					[N84°19'51"W 143.20']

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), SOUTH CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

ATTACHMENTS: METES AND BOUNDS DESCRIPTION  
759-022-EX4

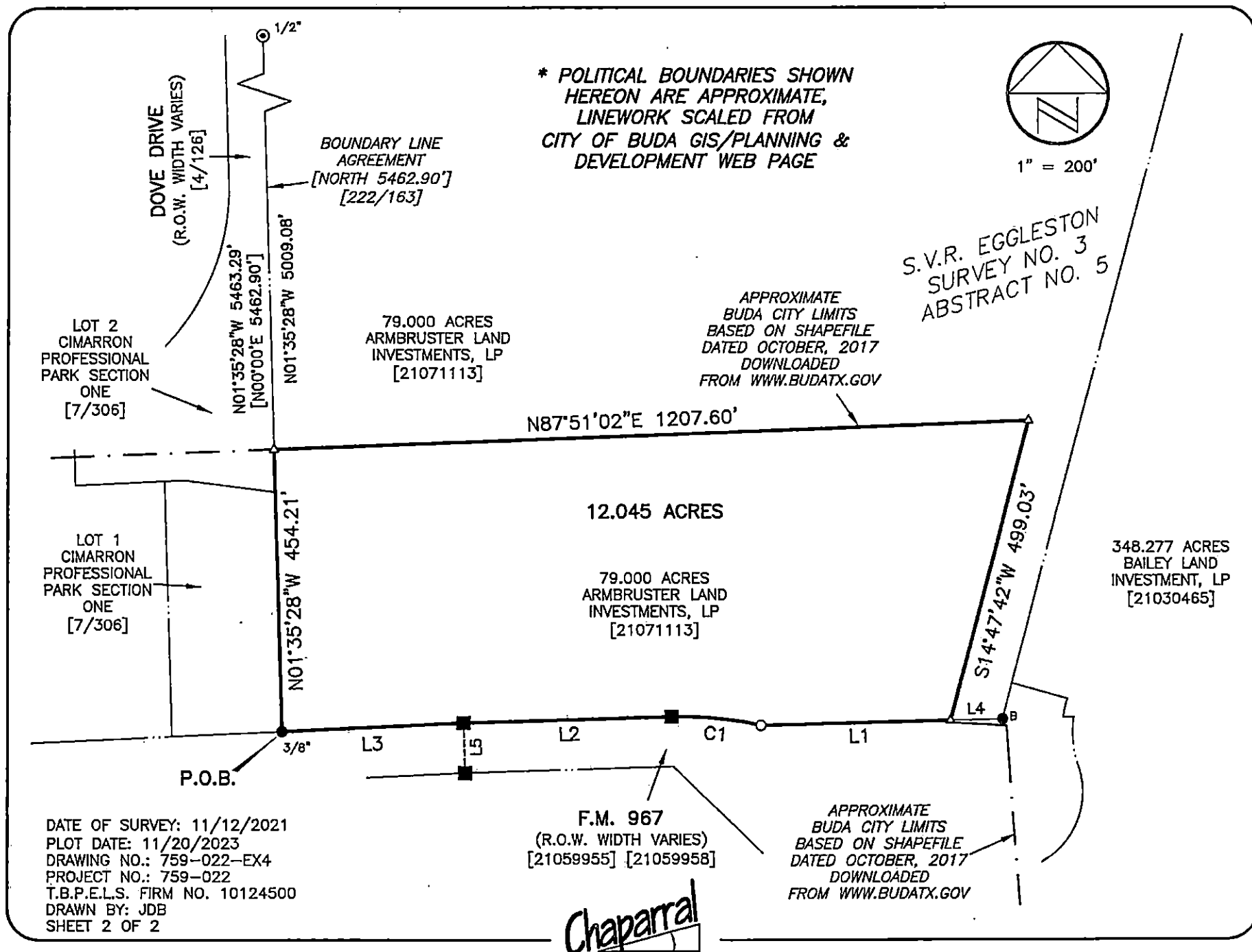


DATE OF SURVEY: 11/12/2021  
PLOT DATE: 11/20/2023  
DRAWING NO.: 759-022-EX4  
PROJECT NO.: 759-022  
T.B.P.E.L.S. FIRM NO. 10124500  
DRAWN BY: JDB  
SHEET 1 OF 2

Chaparral



# Exhibit I - City Limits Parcel



## Exhibit J - 1 STAR ENERGY ELEMENTS

### 1. Codes and Energy Performance

#### Intent

To build a green building rated home, which must comply, at a minimum to meet all current codes and laws associated with the built environment. These codes are in place to assure energy-efficient quality buildings and protect the health and safety of building occupants, our community, and the natural environment.

#### Requirements

All new construction residential buildings, as defined by the 2015 IECC as amended by the City of Austin, shall meet all current City of Austin Codes as amended.

- City of Austin Energy Code compliance can be met by one of the following methods:
  - o Minimum percentage above code required shall be 0% using International Code Compliance Calculator (IC3),
  - OR
  - o Maximum Energy Rating Index (ERI) value of 59.

### 2. HVAC Efficiency and Design

#### Intent

To reduce energy use and increase occupant comfort through energy-efficient and climate-appropriate design and appropriate sizing of mechanical cooling systems.

#### Requirements

Meet all of the following:

- Cooling and heating equipment and duct sizing based on complete and accurate manual J and manual D calculations.
- Design home such that 600 sq. ft. of living space per ton of cooling is met. Homes smaller than 900 sq. ft. must be equipped with a mini-split or other appropriate system
- Cooling equipment minimum efficiency for split systems 15 SEER / 12 EER
  - o Gas furnace rated at 80 AFUE or greater
  - o Heat Pump rated at 8.2 HSPF or greater
- Ductwork is masked/sealed at supplies and returns during construction
- Ceiling registers: curved blade-type--fixed or adjustable

### 3. Insulation Installation

#### Intent

To reduce energy use and increase occupant comfort through energy efficient and climate appropriate Design

#### Requirements



## **EXHIBIT J – 1 STAR ENERGY ELEMENTS**

Meet all of the following:

- Insulation installation meets 2015 IECC criteria and ENERGY STAR Grade I requirements, including
- insulated headers, 2-stud corners, and ladder blocking
- Insulation contains no added urea formaldehyde

### **4. Skylights**

#### **Intent**

To reduce heat gain and heat loss associated with skylights

#### **Requirements**

Meet one of the following:

- No skylights in the conditioned space
- OR
- Any skylights installed meet current ENERGY STAR criteria for SHGC and U-Factor

### **5. Indoor Environmental Quality**

#### **Intent**

To reduce air contaminants that are odorous or potentially irritating and unhealthy for both installers and occupants

#### **Requirements**

Meet all of the following:

- Exhaust fans for bathrooms with a tub or shower:
  - o Must vent to the outside
- Range hood exhaust vents to outside
- Low-VOC (volatile organic compound) interior wall and ceiling paint:
  - o Max VOC level of 50 grams per liter
  - o City of Austin recycled paint

### **6. Electrical**

#### **Intent**

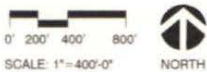
To install ENERGY STAR appliances, which incorporate advanced technologies that use 10–50% less energy and water than standard models. The money saved on utility bills can make up for the cost of a more expensive but very efficient ENERGY STAR model.

#### **Requirements**

Meet all of the following:

- Incorporate a minimum of 4 ENERGY STAR rated appliances and fixtures; no more than 2 of any item type in this measure or combined with Energy 6.
- Install a minimum of two ceiling fans within the conditioned space

EXHIBIT K - DEPICTION OF RIGHT-OF-WAY DEDICATIONS AND MARATHON ROAD SEGMENTS



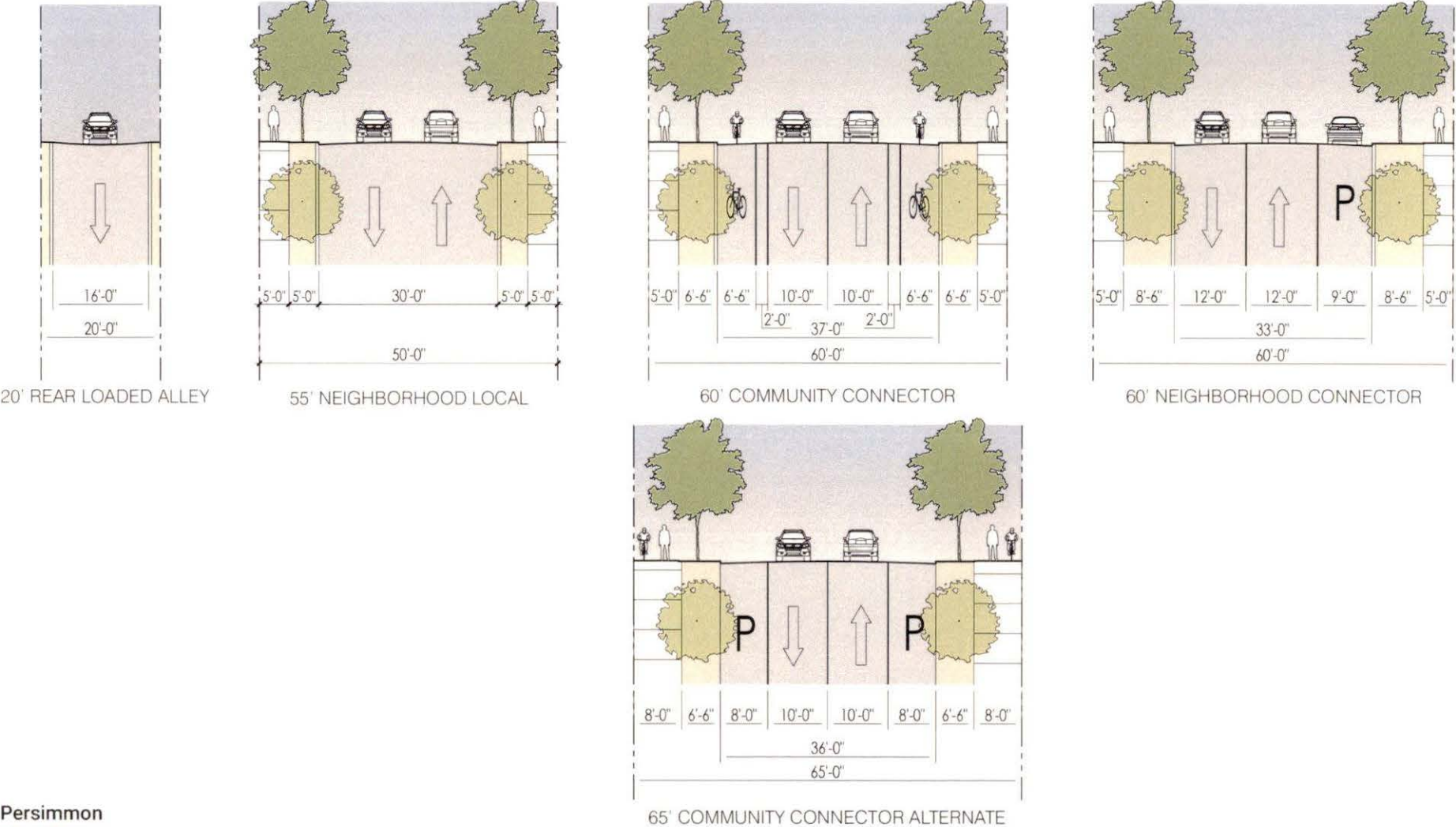
NOTE:  
ROADWAY ALIGNMENT SUBJECT TO CHANGE  
BASED ON CONDITIONS IN THE FIELD



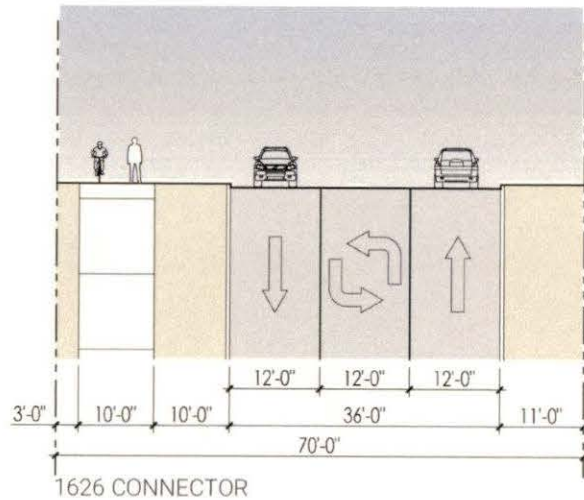
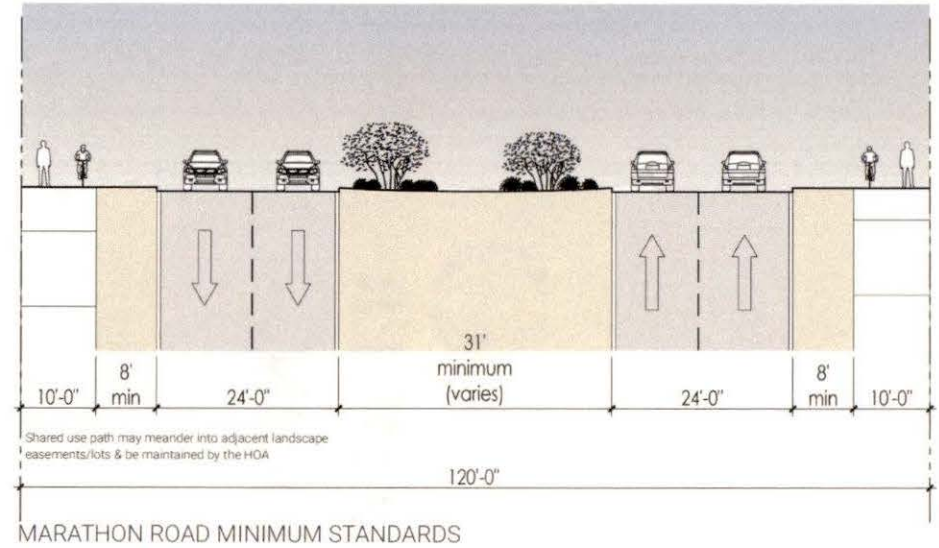
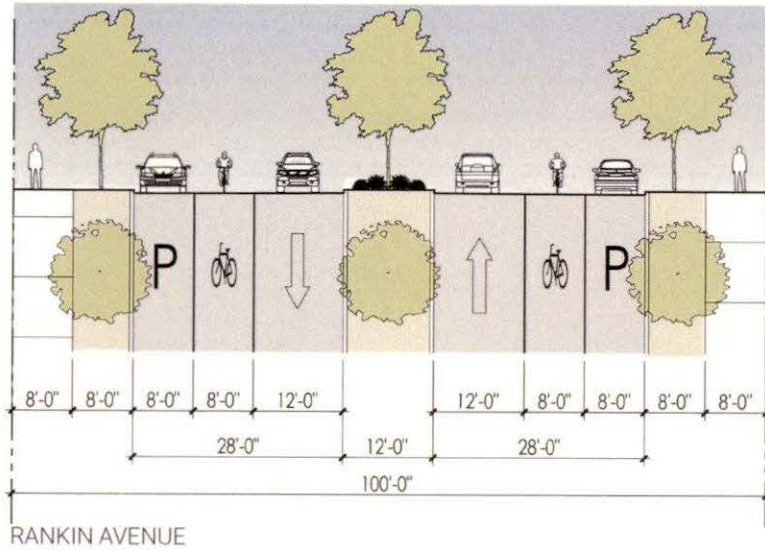
- LEGEND**
- FM 967 Intersection
  - Rankin Avenue
  - Marathon Road
  - 1626 Connector



EXHIBIT L - DEPICTION OF SUBDIVISION STREET SECTIONS



## EXHIBIT L - DEPICTION OF SUBDIVISION STREET SECTIONS





# EXHIBIT M - ROADWAY CLASSIFICATIONS



NOTE:  
ROADWAY ALIGNMENT AND CLASSIFICATION  
SUBJECT TO CHANGE



## LEGEND

- Regional Roadways, ref. Exhibit K
- Community Connector
- Neighborhood Connector
- Neighborhood Local

EXHIBIT N  
*Written Agreement Regarding Services*

*To be provided at a later date*

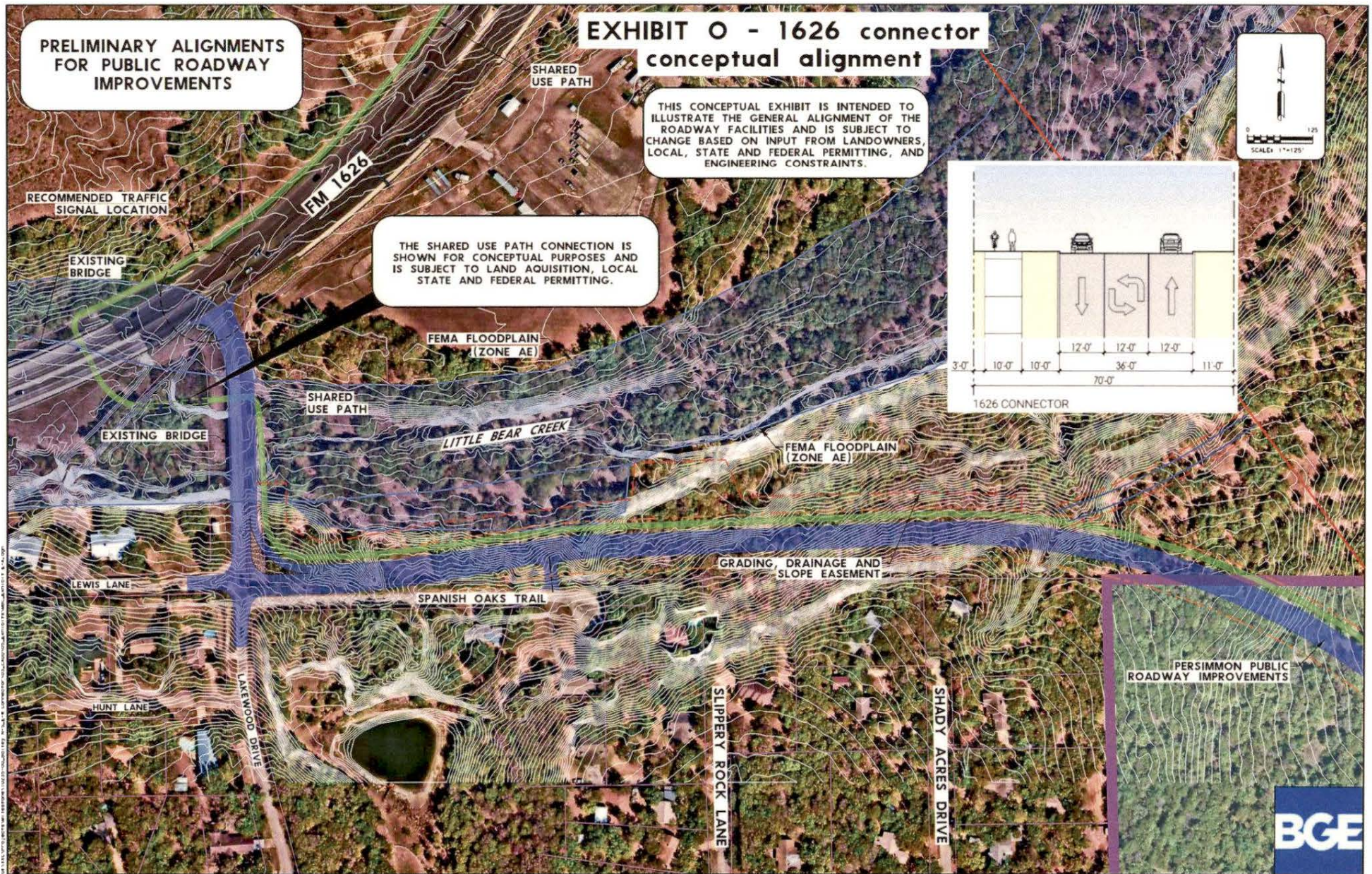
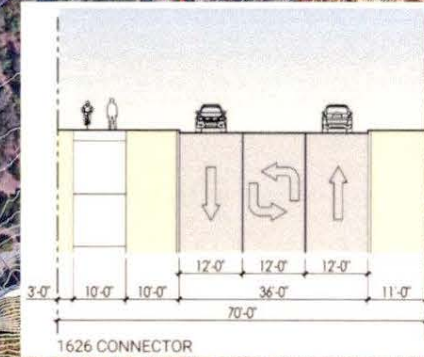
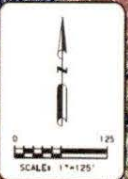


**PRELIMINARY ALIGNMENTS  
FOR PUBLIC ROADWAY  
IMPROVEMENTS**

**EXHIBIT O - 1626 connector  
conceptual alignment**

THIS CONCEPTUAL EXHIBIT IS INTENDED TO ILLUSTRATE THE GENERAL ALIGNMENT OF THE ROADWAY FACILITIES AND IS SUBJECT TO CHANGE BASED ON INPUT FROM LANDOWNERS, LOCAL, STATE AND FEDERAL PERMITTING, AND ENGINEERING CONSTRAINTS.

THE SHARED USE PATH CONNECTION IS SHOWN FOR CONCEPTUAL PURPOSES AND IS SUBJECT TO LAND ACQUISITION, LOCAL STATE AND FEDERAL PERMITTING.





# Exhibit P - Persimmon Development Procedures

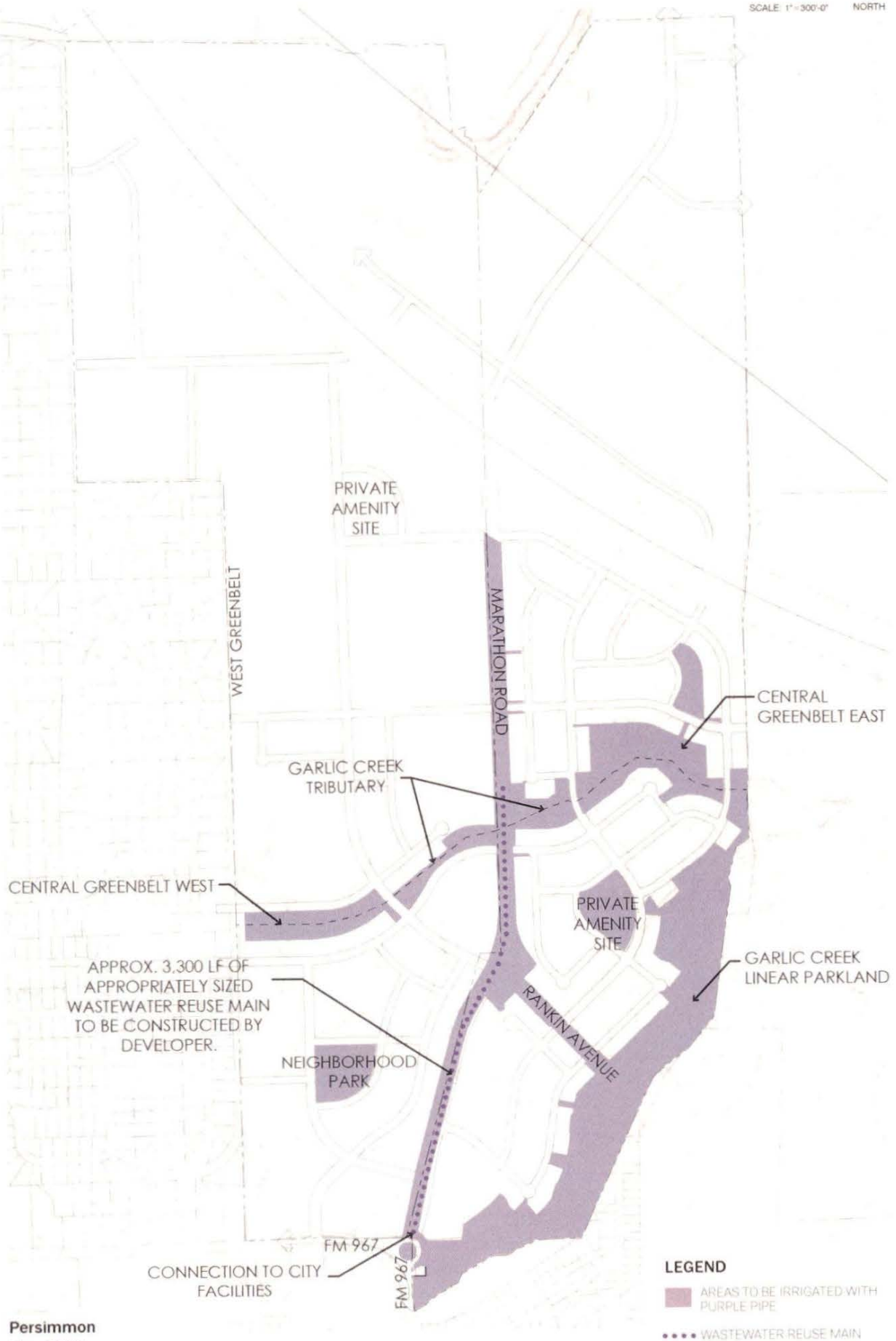
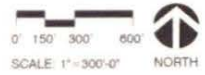
## 052124 Revised COB - Checklist & Timeline



Primary	Start Date	End Date	2023				2024				2025				2026				2027			
			Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1																						
2	CITY OF BUDA - ENTITLEMENTS	11/20/23	06/05/25																			
3	DEVELOPMENT AGREEMENT (DA)	11/20/23	06/07/24																			
4	FINAL STAFF PAGE TURN (11/30)	11/20/23	11/20/23																			
5	CITY COUNCIL APPROVAL - First Reading	02/06/24	02/06/24																			
6	Hays County TIRZ ILA - First Meeting	04/23/24	04/23/24																			
7	CITY COUNCIL APPROVAL - Second Reading (6/4/24)	06/04/24	06/04/24																			
8	EXECUTED DEVELOPMENT AGREEMENT	06/07/24	06/07/24																			
9	ETJ RELEASE AND ANNEXATION	04/16/24	06/04/24																			
10	PETITION CITY OF AUSTIN FOR ETJ RELEASE (45 DAYS)	04/16/24	05/20/24																			
11	VOLUNTARY CONDITIONAL ANNEXATION INTO CITY OF BUDA ETJ	06/04/24	06/04/24																			
12	CITY APPROVAL - PUBLIC IMPROVEMENT DISTRICT (PID)	06/05/24	07/16/24																			
13	PID PETITION FOR ENTIRE TRACT DELIVERED TO CITY	06/05/24	06/05/24																			
14	CITY RESOLUTION - ACCEPTANCE OF PID PETITION, SETTING OF PUBLIC HEARING, AND AUTHORIZING ISSUANCE OF NOTICE OF PUBLIC HEARING	06/18/24	06/18/24																			
15	PUBLIC NOTICE REGARDING THE CREATION OF PID	06/19/24	07/03/24																			
16	PID/TIRZ CREATION	07/16/24	07/16/24																			
17	TEXAS STATUTORY PID CREATION	07/17/24	12/03/24																			
18	DUE DILIGENCE QUESTIONNAIRE, ORDER APPRAISAL, ENGINEERS REPORT	07/17/24	07/17/24																			
19	SERVICE AND ASSESSMENT PLAN (MAJOR IA -1 AND IA -1)	07/18/24	08/16/24																			
20	DRAFT - DOCUMENTATION AND AGREEMENTS (MAJOR IA -1 AND IA -1)	08/17/24	09/01/24																			
21	COUNCIL APPROVAL (MAJOR IA -1 AND IA -1)	09/03/24	09/03/24																			
22	BOND PUBLICATION (MAJOR IA -1 AND IA -1)	09/04/24	10/03/24																			
23	CITY APPROVAL OF ANNEXATION & PD ZONING	10/04/24	10/04/24																			
24	BOND ISSUANCE, ASSESSMENTS LEVIED, TIRZ FINAL PROJECT & FINANCE PLAN	10/05/24	11/03/24																			
25	BOND - FINAL SALE AND CLOSING	11/04/24	12/03/24																			
26	INITIATE CONSTRUCTION OF IMPROVEMENTS	09/04/24	09/04/24																			
27	PROJECT APPROVALS	03/22/24	06/05/25																			
28	CITY MANDATED - 120 DAY REVIEW OF PRELIMINARY PLAT	03/22/24	07/19/24																			
29	CITY MANDATED - 120 DAY REVIEW OF PHASE 1 & 2 - FINAL PLAT & CDS	06/05/24	10/02/24																			
30	CITY MANDATED - 120 DAY REVIEW OF PHASE 3 - FINAL PLAT & CDS	07/05/24	11/01/24																			
31	CITY MANDATED - 120 DAY REVIEW OF N/S PARKWAY - CD	04/21/24	08/18/24																			
32	FM 1626 CONNECTOR - CONSTRUCTION DOCUMENTS	06/08/24	03/04/25																			
33	TRANSPORTATION CONSTRUCTION BEGINS (RM 967 ROUNDABOUT)	09/05/24	03/05/25																			
34	IMPROVEMENT AREA 1 (IA-1) CONSTRUCTION BEGINS (PHASE 1 and 2)	11/04/24	06/05/25																			



# EXHIBIT Q - WASTEWATER REUSE PLAN



vote of four or more members of the City council, this Ordinance is adopted and enacted without further readings. In the event a second reading is necessary, this Ordinance is adopted and enacted upon the affirmative vote of four or more members of the City Council upon second reading.

**Section 7. Effective Date:** This Ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, its Code of Ordinances, and the laws of the State of Texas.

**Section 8. Proper Notice & Meeting:** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

**PASSED, APPROVED, AND ADOPTED on First and Final Reading** by the City Council of the City of Buda, on this, the 18th day of June, 2024.

**CITY OF BUDA, TEXAS**

---

Lee Urbanovsky, Mayor

ATTEST:

---

Alicia Ramirez, City Clerk



**ATTACHMENT "A"**

**The Petition**

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