

Resolution 2022-106R

STATE OF TEXAS § DEVELOPMENT AGREEMENT  
COUNTY OF HAYS § LA CIMA SAN MARCOS

This **SEVENTH AMENDED AND RESTATED DEVELOPMENT AGREEMENT** (this "**Agreement**") is made and entered into as of the 17<sup>th</sup> day of MAY, 2022 (the "**Effective Date**"), by and between the **CITY OF SAN MARCOS, TEXAS**, a Texas municipal corporation (the "**City**"), Hays County, Texas (the "**County**"), and **LAZY OAKS RANCH, LP**, a Texas Limited Partnership ("**LOR**"), LCSM Ph. 1-1, LLC, a Texas limited liability company as partial assignee of LOR ("**LCSM Ph.1-1**"), LCSM Ph. 1-2, LLC, a Texas limited liability company as partial assignee of LOR ("**LCSM Ph.1-2**"), LCSM Ph. 2, LLC, a Texas limited liability company as partial assignee of LOR ("**LCSM Ph. 2**"), LCSM Ph. 3, LLC, a Texas limited liability company as partial assignee of LOR ("**LCSM Ph. 3**"), LCSM Ph. 4, LLC, a Texas limited liability company as partial assignee of LOR ("**LCSM Ph. 4**"), La Cima Commercial, LP a Texas partnership as a partial assignee of LOR ("**La Cima Commercial**"), LCSM WW, LLC, a Texas limited liability company as a partial assignee of LOR ("**LCSM WW**"), and LCSM West, LP, a Texas limited partnership ("**LCSM West**" and, together with LOR, LCSM Ph.1-1, LCSM Ph. 1-2, LCSM Ph. 2, LCSM Ph. 3, LCSM Ph. 4, La Cima Commercial, and LCSM WW, the "**Owner**"). The City and Owner are sometimes hereinafter referred to individually as "**Party**", and collectively as the "**Parties**". The Parties agree as follows:

**PURPOSES AND CONSIDERATIONS**

WHEREAS, the City and LOR entered into that certain Sixth Amended and Restated Development Agreement dated January 4, 2022, and recorded under Document Number 22003507 in the Official Public Records of Hays County, Texas (the "Existing Development Agreement"), related to that certain 2,552.379 acres, more or less, parcels of land (collectively, the "Original Property") located in the Extraterritorial Jurisdiction ("ETJ") of the City, Hays County, Texas, and more particularly described in **Exhibit "A", Exhibit "A-1", Exhibit "A-2", Exhibit "A-3", and Exhibit "A-4"**;

WHEREAS, Owner owns an adjoining 637.3 acres, more or less, parcel of land located in the ETJ of the City, Hays County, Texas, and more particularly described on **Exhibit "A-5"** attached hereto and incorporated herein for all purposes (with the land in Exhibit "A-5" collectively, the "Additional 637.3 Acre Tract");

WHEREAS, Owner intends to acquire an adjoining 658.513 acres, more or less, parcel of land located in the ETJ of the City, Hays County, Texas, and more particularly described in **Exhibit "A-6"** attached and incorporated herein for all purposes (the "Additional 658.513 Acre Tract"; together with the Additional 637.3 Acre Tract, the "Additional Property"; and the Additional Property together with the Original Property, the "Property");

WHEREAS, Owner desires to develop the Property totaling 3,848.194 acres of land as a single family residential, commercial, multi-family and conservation, preservation and open space development generally to foster a walkable and bikeable community in accordance with the **Conceptual Land Use Plan**, as more particularly described in **Exhibit "B"** attached hereto and incorporated herein for all purposes and under the name La Cima San Marcos (the "Project");

WHEREAS, the Property is appraised for ad valorem tax purposes as land for agricultural or wildlife management use or timber land under Chapter 23, Texas Tax Code;

WHEREAS, the City is authorized by Section 43.035 of the Texas Local Government Code to offer to make a development agreement with the owner of land appraised for such purposes pursuant to Section 212.172 of the Texas Local Government Code to defer the annexation of the property until the land owner files a subdivision plat or other development application for any portion of the property;

WHEREAS, by entering into this Agreement, Owner has accepted the City's offer to enter into a development agreement pursuant to both Section 43.035 and Section 212.172 of the Texas Local Government Code with the mutual understanding that this Agreement shall constitute a permit for the

purposes of Chapter 245 of the Texas Local Government Code;

WHEREAS, an area adjacent or contiguous to an area that is subject of development agreement entered into under Section 43.035 and Section 212.172 of the Texas Local Government Code is considered to be adjacent or contiguous to the municipality; and

WHEREAS, the City is authorized to amend the Existing Development Agreement and to make and enter into this Agreement with Owner in accordance with Subchapter G, Chapter 212, Local Government Code and Chapters 1 and 2 of the City's Land Development Code ("LDC"), to accomplish the following purposes:

- A. Extend the City's planning authority in accordance with the Conceptual Land Use Plan and the development regulations contained herein under which certain uses and development of the Property is authorized; and
- B. Authorize enforcement by the City of municipal land use and development regulations as applicable; and
- C. Authorize enforcement by the City of land use and development regulations other than those that apply within the City's boundaries, as may be agreed to by the Parties and included in this Agreement; and
- D. Specify the uses and development of the Property before and after annexation; and
- E. Provide for infrastructure including, but not limited to, stormwater drainage and water, wastewater and other utility systems; and
- F. Include such other lawful terms and considerations the Parties consider appropriate.

NOW THEREFORE, the City and Owner in consideration of the premises, the mutual covenants and agreements of the Parties hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, hereby amend and restate the Existing Development Agreement and agree as follows:

### **SECTION 1: GENERAL TERMS AND CONDITIONS**

#### 1.01 Conceptual Land Use Plan

The City hereby approves the general use and development of the Property in accordance with the Conceptual Land Use Plan, which is incorporated herein as **Exhibit "B"**. **Exhibit "C"** separately shows the proposed Open Space that is part of the Conceptual Land Use Plan. The Conceptual Land Use Plan shall constitute the land use plan under Section 1.4.2.4(g) of the LDC. The Conceptual Land Use Plan may be amended from time to time in accordance with the processes and procedures outlined in Section 1.4.2.6(c) of the City's LDC. Development applications for the Property shall be consistent with the Conceptual Land Use Plan.

#### 1.02 Annexation

Upon approval of this Agreement, Owner agrees to the full purpose annexation of the Property at the time the corporate limits of the City becomes adjacent to the Property. Provided, however, that the City hereby agrees to phase the annexation of the Property as follows: At the time the City's corporate limits become adjacent to the Property, the City may initiate the full purpose annexation of all or any portion of the Property on which a final subdivision plat has been recorded. Upon annexation of all or any portions of the Property, the applicant shall initiate a zoning change for said annexed portions to establish a zoning district(s) that is (are) consistent with the terms and conditions of this Agreement. The City hereby guarantees the continuing ETJ status of the remainder of the Property not subject to a final recorded plat until such time that a final plat is recorded for all or any portion of such remainder of the Property. The Parties hereby agree that all applicable regulations and planning authority of the City's LDC may be enforced on the Property. The limitations on the City's annexation authority

shall apply only during the term of this Agreement.

#### 1.03 Governing Development Regulations

- A. Development of the Property shall be governed by the following:
  - 1. The Conceptual Land Use Plan and this Agreement; and
  - 2. The applicable provisions of the City's LDC and Ordinances;
  - 3. The applicable provisions of the Development Regulations of Hays County; and
  - 4. Construction plans and final plats for all or any portion of the Property that are approved from time to time by the City (collectively, the "Approved Plats").
  - 5. The Parties acknowledge that prior to or concurrent with the submittal of the first plat application for development on the Property or any portion thereof, a Traffic Impact Analysis (the "TIA") will be required. At the time of submittal of the TIA, the traffic impacts shall be evaluated based on the full build-out development of the entire project (as defined in Section 1.04, below) and not on the individual plat.
  - 6. Applicable provisions of the Texas Local Government Code, and other state and federal laws ("Other Laws").
  - 7. In the event of a conflict between the City's and/or County's development regulations and the Owner's rights under this Agreement, this Agreement shall control.
- B. The Conceptual Land Use Plan, this Agreement, the LDC, the Approved Plats, the Required Studies and Other Laws shall hereinafter be referred to collectively as the "Governing Regulations."
- C. Plat Approval: Owner and the City agree that the approved land uses in each final plat of portions of the Property shall be consistent with the Conceptual Land Use Plan, as may be amended from time to time.
- D. Enforcement: The Parties agree that the City and County shall be entitled to enforce all applicable municipal land use and development regulations for the Property and the Governing Regulations.
- E. No Contractual Enlargement of Exemption from City Standards: Notwithstanding any other provision in this Agreement, including references to such things as the "Governing Regulations" or the "Time of Submittal", this Agreement shall in no manner be construed to create any exemption from applicable ordinances or laws, entitlement or vesting of rights beyond what is expressly provided in Chapter 245. Owner specifically acknowledges that development of the Property shall be subject to the City's ordinances, regulations, and policies regarding water and sewer utility connections, including those that address development over the Edwards Aquifer Recharge Zone, as amended from time to time.
- F. The Governing Regulations shall be applicable to control the development of the Property. Unless otherwise specifically authorized by the City, the Property may not be developed to a lesser standard than that required by the Governing Regulations.
- G. Third Party Inspection Services: Unless an alternative is mutually agreed upon by the Parties, any plan review and building inspections conducted during the permitting process and through receipt of certificate of occupancy shall be conducted by a qualified, third-party plan review and inspection service, mutually agreed upon by the Parties, and results shall be provided in the City's permitting system.

#### 1.04 Permitted Uses, Project Density and Dimensional and Development Standards

Owner envisions the development of the Property as a predominantly single family residential development with limited nonresidential development, open space, conservation and preservation areas in accordance with the Conceptual Land Use Plan. The existing topography and natural areas on the Property provide for opportunities to develop the Property as a conservation development where pods of smaller lot sizes may be clustered to provide for preservation of existing natural features and open space. The Property may be developed as a conservation development, a conventional development or a combination thereof. In order to achieve the maximum development flexibility possible within the Project, this Agreement establishes a variety of uses and lot types and sizes that may be developed on the Property.

- A. Permitted Uses: The following uses shall be permitted on the Property in accordance with the City's zoning districts as defined on the Effective Date:
  - 1. Residential: All permitted uses identified in the SF-R, Single Family Rural Residential

District, SF-11, Single Family District, SF-6, Single Family District, SF-4.5, Single Family District, TH, Townhouse Residential District and the PH-ZL, Patio Home Zero Lot Line Residential District.

2. **Nonresidential:** All permitted uses identified in the NC, Neighborhood Commercial District shall be permitted within the 3 unit per acre portion of the Property depicted on the Conceptual Land Use Plan. All permitted uses (i) identified in the CC, Community Commercial District and/or (ii) identified in GC, General Commercial District for Film and Television Production Facilities Uses (as defined below) shall be permitted within the Property depicted as Community Commercial on the Conceptual Land Use Plan, up to a maximum of 300 acres for the combined uses under (i) and (ii). "Film and Television Production Facilities Uses" shall include any television/radio broadcasting studio, recording studio, telecommunication, and/or movie/media productions (including on-site with movie/media productions; any ancillary businesses that supply services, equipment, and resources to any of the forgoing or the movie/media industry in general; and any training center, trade school, and/or vocation centers ancillary or related to any of the foregoing. Nonresidential uses, if developed, are intended to be located at appropriate locations, such as along thoroughfare corridors or at the intersections of major thoroughfares, within the development.
  3. **Multi-Family:** All permitted uses identified in the MF-24, Multiple-Family Residential District shall be permitted within any portion of the Property depicted as Community Commercial on the Conceptual Land Use Plan Plan (but excluding the 1.15 acre tract in Exhibit "A-1", the 2.303 acre tract in Exhibit "A-2" and the 8.661 acre tract and 14.062 acre tract in Exhibit "A-4") up to a maximum of 980 units; provided, however, that Purpose Built Student Housing (as established by City Ordinance N0. 2016-24) shall be prohibited.
  4. **Condominium Residential:** A development type allowed in any district containing multiple individually owned dwelling units and jointly owned and shared common areas and facilities on a common lot shall be permitted in any portion of the Property in connection with a Conditional Use Permit approved by the City Council.
  5. **School Site.** The Parties acknowledge that the Project is located within the San Marcos Consolidated Independent School District (the "District"). Owner shall dedicate up to a 12 acre site for a future elementary school to the District at the time of platting of such school site with a maximum impervious cover allocation equal to the greater of 55% of such site or 6.6 acres. The actual terms, size, timing, and location of the school site will be determined by Owner and the District.
  6. **Fire/Police/EMS Station; Transit Stops.** Owner has transferred to the City a 3.505 acre site, located no more than one-third mile driving distance from the intersection of Old Ranch Road 12 and Wonder World Drive, for a future fire station and/or police or EMS station. Such site shall have a maximum impervious cover allocation equal to 2.1 acres. Transit stop locations will be determined by Owner and City at the time of platting of such locations.
  7. Conditional uses authorized in the above residential and nonresidential base districts shall only be permitted if approved by the City in accordance with the procedures and requirements of the City's LDC. Any proposed use, other than a Corporate Campus or Film and Television Production Facilities Uses, within a nonresidential area with a single tenant greater than 80,000 square feet in size shall require a Conditional Use Permit in accordance with the City's Land Development Code subject to a recommendations by the Planning and Zoning Commission and final approval by City Council.
  8. Notwithstanding anything in this Agreement or in the City's LDC or ordinances to the contrary, no extraction of or exploration for surface or sub-surface mineral resources or natural resources may be conducted on the Property, including but not limited to quarries, borrow pits, sand or gravel operations, oil or gas exploration or extraction activities, and mining operations. This prohibition shall not be interpreted to prohibit excavation of soil in connection with the development of the Property consistent with this Agreement.
- B. **Project Density:** The Project shall be restricted to a maximum of 4,200 dwelling units for an overall project density of 1.09 units per acre ("UPA"). Project density shall be further restricted as follows:
1. approximately 1,028.003 acres of the Property labeled on the Conceptual Land Use Plan as

“Residential 3 U/A” shall be restricted to a maximum of 3 units per acre and all lot types provided for in Section 1.04.C of this Agreement are permitted, provided, however, that any portion of the Property depicted as Community Commercial on the Conceptual Land Use Plan as permitted in Section 1.04.A.2. of this Agreement not developed for nonresidential may also be developed for residential uses in accordance with these density and lot type restrictions;

2. the approximately 322.193 acres of the Property located west of Purgatory Creek labeled on the Conceptual Land Use Plan as “Residential 2 U/A” shall be restricted to a maximum of 2 units per acre and all lot types provided for in Section 1.04.C of this Agreement are permitted; and
3. Project density may be distributed evenly or may be clustered utilizing a conservation or clustered development plan provided that the maximum density for each of the designated areas above does not exceed the applicable the maximum density for such designated area and subject to the applicable use, lot type and size restrictions for such designated area, all as described herein and depicted on the Conceptual Land Use Plan.

C. Dimensional and Development Standards: The Property shall be developed in compliance with the following lot sizes, dimensions and development regulations:

1. Single Family Residential Estate Lots
  - Lot Area, Minimum: 43,560 sq. ft
  - Lot Width, Minimum: 150 feet
  - Lot Depth, Minimum: 200 feet
  - Lot Frontage, Minimum: 100 feet
  - Front Yard Setback, Minimum: 20 feet
  - Side Yard Setback, Interior, Minimum: 10 feet
  - Side Yard Setback, Corner, Minimum: 20 feet
  - Rear Yard Setback, Minimum: 20 feet
  - Building Height, Maximum: 2.5 stories
  - Impervious Cover, Maximum: 40%
2. Single-Family Residential Rural Lots
  - Lot Area, Minimum: 11,000 sq. ft.
  - Lot Width, Minimum: 80 feet
  - Lot Depth, Minimum: 100 feet
  - Lot Frontage, Minimum: 60 feet
  - Front Yard Setback, Minimum: 10 feet
  - Side Yard Setback, Interior, Minimum: 10 feet
  - Side Yard Setback, Corner, Minimum: 10 feet
  - Rear Yard Setback, Minimum: 10 feet
  - Building Height, Maximum: 2.5 stories
  - Impervious Cover, Maximum: 50%
3. Single Family Residential Manor Lots
  - Lot Area, Minimum: 6,000 sq. ft.
  - Lot Width, Minimum: 50 feet
  - Lot Depth, Minimum: 100 feet
  - Lot Frontage, Minimum: 35 feet
  - Front Yard Setback, Minimum: 10 feet
  - Side Yard Setback, Interior, Minimum: 5 feet
  - Side Yard Setback, Corner, Minimum: 10 feet
  - Rear Yard Setback, Minimum: 10 feet
  - Building Height, Maximum: 2 stories
  - Impervious Cover, Maximum: 60%
4. Single Family Residential Cottage Lots
  - Lot Area, Minimum: 4,500 sq. ft.

Lot Width, Minimum: 40 feet  
 Lot Depth, Minimum: 100 feet  
 Lot Frontage, Minimum: 35 feet  
 Front Yard Setback, Minimum: 10 feet  
 Side Yard Setback, Interior, Minimum: 5 feet  
 Side Yard Setback, Corner, Minimum: 10 feet  
 Rear Yard Setback, Minimum: 10 feet  
 Building Height, Maximum: 2 stories  
 Impervious Cover, Maximum: 60%

5. Garden/Patio Home/Zero Lot Line Homes

Lot Area, Minimum: 2,700 sq. ft.  
 Lot Width, Minimum: 28 feet  
 Lot Depth, Minimum: 90 feet  
 Lot Frontage, Minimum: 25 feet  
 Front Yard Setback, Minimum: 10 feet  
 Side Yard Setback, Interior, Minimum: 0/5 feet\*  
 Side Yard Setback, Corner, Minimum: 10 feet\*  
 Rear Yard Setback, Minimum: 5 feet  
 Garage Side Yard Setback Opposite House: 0 feet  
 Garage Setback from Front of House: 10 feet  
 Building Height, Maximum: 2 stories  
 Impervious Cover, Maximum: 75%

\* The primary structure/dwelling may be constructed with a 0 side yard on one side, and a side yard of not less than 5 feet on the other side. A detached accessory structure such as a garage or storage building may have a 0 side yard on the 5 foot side provided, however, the structure is located behind the rear façade of the primary building on the lot. On the 0 side, the structure may be set back a maximum of 1 foot. A 5 foot wide maintenance, drainage, and roof overhang easement extending the full depth of the lot shall be designated along the side property line which abuts the zero side yard on an adjacent lot, and shall be indicated on the Final Plat. In all cases, there shall be at least a 10 foot side yard on corner lots where adjacent to a street right-of-way or alley.

\*\* To help achieve the flexibility envisioned and the goals for the development of the Project, the exceptions to the Lot Width to Depth ratio provided in Section 3.6.3.1.B.3.b of the City's LDC shall include and be applicable to Garden/Patio Home/Zero Lot Line lots.

6. Townhouse Residential Lots

Lot Area, Minimum: 2,500 sq. ft.  
 Lot Width, Minimum: 25 feet  
 Lot Depth, Minimum: 90 feet  
 Lot Frontage, Minimum: 25 feet  
 Front Yard Setback, Minimum: 10 feet  
 Side Yard Setback, Interior, Minimum: 0 feet attached walls / 5 feet end walls  
 Side Yard Setback, Corner, Minimum: 10 feet  
 Rear Yard Setback, Minimum: 10 feet  
 Building Height, Maximum: 2 stories  
 Impervious Cover, Maximum: 75%

7. Multi-Family Residential M-24 Areas.

Lot Area, Minimum: 12,000 square feet  
 Units/Acre (Maximum/Gross Acre): 24.0  
 Lot Width, Minimum: 60  
 Lot Depth, Minimum: 100  
 Lot Frontage, Minimum: 60

Front Yard Setback, Minimum: 10  
 Side Yard Setback, Interior, Minimum: 10  
 Side Yard Setback, Corner, Minimum: 15  
 Rear Yard Setback, Minimum: 10  
 Building Height, Maximum: 4 stories  
 Impervious Cover, Maximum: 75%

8. Nonresidential

Lot Area, Minimum: 6,000 sq. ft.  
 Lot Width, Minimum: 50 feet  
 Lot Depth, Minimum: 100 feet  
 Lot Frontage, Minimum: 50 feet  
 Front Yard Setback, Minimum: 10 feet  
 Side Yard Setback, Interior, Minimum: 5 feet  
 Side Yard Setback, Corner, Minimum: 10 feet  
 Rear Yard Setback, Minimum: 5 feet  
 Building Height, Maximum: N/A  
 Impervious Cover, Maximum: 80%

9. Cluster/Conservation Development

To encourage cluster development within the Project, the following limitations on the location of the above residential lot types shall be applicable:

Slope Limitations	
Slope Gradient	Lot Types Permitted
0% to 15%	Single Family Residential Estate Lots Single Family Residential Rural Lots Single Family Residential Manor Lots Single Family Residential Cottage Lots Garden/Patio Home/Zero Lot Line Homes Townhouse Residential Lots
15% to 25%	Single Family Residential Rural Lots Single Family Residential Manor Lots Single Family Residential Cottage Lots Garden/Patio Home/Zero Lot Line Homes
Over 25%	Single Family Residential Estate Lots Single Family Residential Rural Lots Open Space and Conservation Areas

D. **Phasing:** A phasing plan shall be submitted with a Subdivision Concept Plat to ensure orderly development of the Project. Any portion of the Property developed as MF-24, Multiple-Family Residential District in accordance with Section 1.04.A.3 above shall be developed in a minimum of two phases with the first phase to be no more than 360 units and subject to the requirements in subparagraph 1 below and any subsequent phases shall be deferred until after such first phase is complete and at least 75% occupied and at least 200 single-family homes have been completed and occupied and shall not be subject to the requirements in subparagraph 1 below.

1. La Cima Phase 1 Multi-Family requirements:

- a. No multi-family buildings shall be located closer than 180 feet to a single-family property line.
- b. Buildings adjacent to the power line easement (Document No. 71422) which are wholly or partially within 180-250 feet of a single-family property line shall not exceed 2 stories in height.
- c. No multi-family buildings shall be located closer than 100 feet to the right-of-way line along West Centerpoint Road.

- d. Buildings which are wholly or partially within 100-170 feet of the West Centerpoint Road right of way shall not exceed 2 stories in height.
- e. No multi-family buildings shall exceed 3 stories in height.
- f. The multi-family development shall be substantially similar to Exhibit F attached hereto as a Concept Plan for Phase 1 Multi-Family. Adjustments to this site plan that are required by City Staff in order to bring the plan into more conformance with applicable City Codes shall be approved by City Planning Director.

E. Architectural Design Standards: Architecture and the built environment are important elements to the development of the Project. Due to the importance of these elements, all architectural styles should produce a cohesive visual framework while maintaining architectural variety. All architecture should reflect high quality and craftsmanship, both in design and construction. The use of unusual shapes, colors, and other characteristics that cause disharmony should be avoided. A Texas Hill Country style should be reflected through the use of natural materials and textures.

Achieving a high quality of architectural design for all buildings within the Development is considered a principal goal of these design standards. A variety of lot and dwelling types within the neighborhood should be encouraged. Careful design of a neighborhood can mix different housing types and price ranges. Reflecting the vision of the Project, these development standards call for exterior materials that express the natural environment and range of natural materials found in Central Texas.

The Owner shall record deed restrictions regulating the development of the Property which deed restrictions shall incorporate the standards and requirements of this section E. The deed restrictions shall be enforceable by a homeowner's association created by the Owner and shall be subject to the provisions of Section 1.09.

1. Project Residential Architectural Design Standards

- a. A minimum of 100% of each residence on a Single Family Residential Estate lot in accordance with Section 1.04.C.1, excluding doors, windows, fascia, trim, handrails, guardrails, decks, columns, etc., shall be masonry consisting of brick, stone, stucco or a combination thereof.
- b. A minimum of 80% of each residence on the lots identified in Section 1.04.C.2 – 1.04.C.6, excluding doors, windows, fascia, trim, handrails, guardrails, decks, columns, etc., shall be masonry consisting of brick, stone, stucco or a combination thereof.
- c. The number of primary exterior materials shall be limited to three (3) excluding architectural accent features, roof materials, and windows or doors.
- d. Exterior facades shall have a variety of earth tone colors including, but not limited to, reds, browns, light tans, natural and warm whites (stark whites shall be prohibited), buffs, beiges, creams and regionally quarried stone colors.
- e. All facades of a building shall be of consistent design and treatment unless the building facade is not visible from public view.
- f. The use of window awnings, overhangs and shutters is encouraged. Materials and colors shall be the same or complimentary to the exterior of the building.
- g. All single family detached dwellings are encouraged to have front porches or porticos.
- h. Detached garages are permitted and encouraged.
- i. Detached garages with second level dwelling units are permitted provided, however, that second level dwelling units and the primary structure shall be on a single service meter and the occupancy restrictions of the City's LDC prohibiting occupancy by more than more than two unrelated persons will apply.
- j. Corner dwelling units shall present a façade that is consistent in design and architecture to both streets.
- k. Corner dwelling units are encouraged to have wrap around porches.
- l. Corner lots shall have landscaping that is consistent in design and treatment on both street frontages.
- m. Pool and HVAC equipment on corner lots shall be located on the interior side or rear

- property line.
  - n. Trash and waste containers shall be located in an area that is screened from public view.
  - o. These standards shall apply equally to additions and/or alterations to existing structures as well as to new structures. All accessory structures shall be constructed in such a manner so as to be compatible in look, style and materials as the primary structures on the project site.
  - p. Alternative design standards for all structures may be utilized upon review and approval by the Director of Development Services at the time of site planning. Any decision of the Director of Development Services may be appealed to the Planning and Zoning Commission.
2. **Project Nonresidential Architectural Design Standards**
- a. All facades shall use one or more of four native limestone colors: Lueders, Cordova Cream, Sandstone, and Shell Stone, or a similar matching manufactured stone. Comparable materials in color, finish, durability, and quality may be substituted for the referenced materials upon review and approval by the Director of Development Services, appealable to the Planning and Zoning Commission.
  - b. Architectural façades that clearly define a base, middle and cap are required. These materials should be responsive to climate, adjacent context, site orientation and building usage.
  - c. All buildings within the Project shall be designed with a high level of detail, with careful attention to the combination of and interface between materials. Materials chosen shall be appropriate for the theme and scale of the building, compatible with its location within the development, and expressive of the community's desired character and image. Details and materials shall be consistent on all sides of buildings.
  - d. A minimum of 80% of each building, excluding doors and windows, shall be masonry consisting of brick, stone, stucco, split face concrete units, or faux stone or brick.
  - e. Front facades shall be oriented towards the street right-of-way as appropriate.
  - f. Building entrances shall be recessed from the front façade or located under a shade device such as an awning or portico.
  - g. Off-street parking areas shall be shielded from view from the right-of-way through the use of landscape plantings, landscape berms or a combination thereof.
  - h. These standards shall apply equally to additions and/or alterations to existing structures as well as to new structures. All accessory structures shall be constructed in such a manner so as to be compatible in look, style and materials as the primary structures on the project site.
  - i. Notwithstanding any provision herein to the contrary, any portion of the Property developed as Film and Television Production Facilities Uses in accordance with Section 1.04.A.2 above shall be developed and designed in accordance with the development standards governing such Film and Television Production Facilities Uses that are set forth on **Exhibit "D"** attached hereto.
  - j. Alternative design standards for all structures may be utilized upon review and approval by the Director of Development Services at the time of site planning. Any decision of the Director of Development Services may be appealed to the Planning and Zoning Commission.
3. **Project Multi-Family Architectural Design Standards.** Any portion of the Property developed as MF-24, Multi-Family Residential District in accordance with Section 1.04.A.3 above shall be developed in accordance with the permitted uses and development standards for the MF-24, Multi-Family Residential District (including the multifamily residential design standards set forth in Ordinance 2014-35). Upon submittal of deed restrictions required in Section 1.09 below, the Owner shall meet or exceed the Building Design Section of such multifamily residential design standards. Any deviations from such multifamily residential design standards shall require approval of the City Council.

F. **Additional Landscape Standards:** In addition to the requirements of the City's LDC, the following

landscape standards shall be applicable to the development of the Project:

1. The use of drought tolerant, native landscape materials, xeriscaping, active or passive rainwater collection, or a combination thereof, is strongly encouraged for all portions of the Project.
2. Where feasible, native vegetation shall be preserved and remain undisturbed and shall be maintained consistent with any installed landscaping.
3. Where possible, trees that are intended for removal should be relocated utilizing accepted transplanting or relocation practices. Any trees that are relocated may be counted towards any required tree preservation credits.
4. A minimum of 25% of the total lot area of a NC, Neighborhood Commercial lot and 10% of the total lot area of a CC, Community Commercial lot shall be dedicated to landscaping. The Corporate Campus shall have a minimum of 15% of the total lot area dedicated to landscaping. Any Film and Television Production Facilities Uses shall have a minimum of 15% of the total lot area dedicated to landscaping. All landscape areas on nonresidential lots shall be provided with an irrigation system designed by a Texas Licensed Irrigator consisting of one of, or a combination of, an automatic underground spray or drip irrigation system or a hose attachment. No irrigation shall be required for undisturbed natural areas or undisturbed existing trees.
5. Where a solid ground cover or lawn is proposed for the front yard of a residential lot, the use of an automatic spray or drip irrigation system is strongly encouraged. At a minimum, a hose attachment shall be required within 100 feet of all front yard landscaping to ensure proper hand watering/irrigation.
6. A minimum 100 foot wide tree preservation/open space landscape buffer setback shall be provided adjacent to the existing Fox Ridge single family residential subdivision along the northwest property line and along the portion of Purgatory Creek that borders the existing Settlement subdivision. The Conceptual Land Use Plan illustrates the location of this tree preservation/open space landscape buffer and provides GIS coordinates at various points along the buffer for reference. This tree preservation/open space landscape buffer is intended to serve as a buffer from the adjacent lots in the Fox Ridge and Settlement Subdivisions. The tree preservation/open space landscape buffer setback will be privately owned and maintained by the Property Owner. Unless otherwise approved through a Site Development Permit, there shall be no clearing, grading or public access within the tree preservation/open space landscape buffer setback area except as may be necessary to allow for the construction of a fence along a property line. The tree preservation/open space landscape buffer setback area shall be maintained free of all, trash, rubbish, debris or other similar nuisances and fire hazards in accordance with this agreement and the requirements of the City of San Marcos Code of Ordinances.
7. The boundary between the Residential 2 U/A area and southeastern most portion of the "Conservation or Open Space or Proposed Habitat (RHCP) Preserve" as illustrated on the Conceptual Land Use Plan and generally located between the existing Fox Ridge/Settlement subdivisions and the Residential 2 U/A area within the Project, south of Purgatory Creek, has been delineated with GIS coordinates as provided on the Conceptual Land Use Plan.

#### 1.05 Public Infrastructure Improvements

- A. The City hereby agrees to allow the extension, improvements of, and connections to City water and wastewater facilities to provide service to the Project up to a maximum of 6,000 service units equivalent. Owner anticipates that the Project will require 6,000 service units of water and wastewater from the City. At the time of execution of this Agreement, City anticipates that it will have sufficient water and wastewater capacity to serve the Project. City further acknowledges that its approval of any subdivision plat of property within the Project shall constitute a representation by the City that it has sufficient water and wastewater capacity available to serve the platted lots at the time of plat approval.
- B. All water and wastewater infrastructure required to serve the Project shall be designed and built to the City's construction standards and in conformance with all rules, regulations and ordinances related to the construction and extension of water and wastewater utilities in effect at the time of submittal of construction plans and shall be subject to review and inspection by the City prior to

- acceptance.
- C. The property owner/developer shall be responsible for the payment of all costs associated with the extension and improvements of infrastructure required to properly serve the development of the Property, which costs may be financed through the PID described in Section 1.05.B below. Prior to the acquisition of any off-site easements or rights-of-way the proposed utility alignments shall be approved by the City. The Owner is responsible for the acquisition of all necessary easements to serve the proposed development. In the event the Owner is unable to acquire an easement through reasonable commercial efforts the Owner may request the assistance of the City. Within 30 days of the receipt of a written request from the Owner, the City will commence an effort, exercising all powers available to the City as a Home Rule municipality, to acquire the necessary easements. The City will direct the work of an acquisition team, acceptable to the City and the Owner, contracted and paid by the Owner, in order to acquire the necessary easements.
  - D. Notwithstanding the foregoing, nothing herein shall be construed to prohibit the parties and/or adjacent developments or subdivisions from mutually agreeing to cost participate or oversize reimbursement on specifically defined infrastructure in accordance with applicable City and State requirements for such participation or reimbursement.
  - E. To ensure a high quality, attractive development, where feasible, all utility infrastructure, including but not limited to water, wastewater and electrical infrastructure, for the Project shall be placed underground. All utility appurtenances that are required to be above ground may be placed above ground as necessary to serve the development of the Property. All extensions shall be made in a public utility easement or public right-of-way (ROW).
  - F. The Owner hereby requests and supports the City expanding its water and wastewater Certificate of Convenience and Necessity areas as necessary to serve the development of the Project.
  - G. The City hereby acknowledges that the County authorized the creation of a Public Improvement District ("PID") on approximately 2,029 acres of the Original Property (the "Existing PID") on September 23, 2014, pursuant to a County Resolution adopted pursuant to Chapter 372 of the Local Government Code (the "Existing PID Resolution"). If the Owner submits a petition to the County requesting that all or any portion of the remainder of the Property be added to the Existing PID or that one or more new PIDs be created for any portion of the Property, the City hereby agrees to not oppose such petition.
  - H. The City hereby recognizes and acknowledges that oversizing of infrastructure improvements may be necessary to accommodate future growth and development of adjacent properties. In the event that oversizing is determined to be appropriate, the City shall enter into an agreement with the Owner in accordance with Section 7.1.3.1 of the Land Development Code.
  - I. The City and the County are willing to consider Chapter 380 and Chapter 381 economic development incentive agreements for the commercial portions of the Project. The terms, conditions, and amount of any incentive agreements shall be determined by separate agreement of the City, County, Owner, and/or applicable third parties.
  - J. Street Standards. All streets and roads within the Property shall be designed and constructed in conformance with the design guidelines and cross sections adopted by the City of San Marcos in accordance with Context Sensitive Street Design Standards. Alternative street design standards and cross sections for all streets may be utilized upon review and approval by the City and County Directors of Development Services at the time of detailed engineering and platting. Any decision of the City and County Directors of Development Services may be appealed to the Planning and Zoning Commission and the County Commissioners Court.

#### 1.06 Impervious Cover

The maximum allowable impervious cover for the Property ("Permitted Maximum Allowable Property Impervious Cover") shall be 19% of the 3,848.194 acres of the gross area of the Property (which gross area expressly includes the gross area of all of the Conservation and Open Space totaling 2,019.62 acres as shown on the Conservation and Open Space Plan attached hereto as **Exhibit "C"**, regardless of whether Owner conveys a perpetual conservation or other easement or fee simple title to any portion of such areas to the City, the County, or any other governmental entity or conservation organization). The total Permitted Maximum Allowable Property Impervious Cover may be distributed throughout the Property or may be clustered as necessary provided that the total impervious cover on the 3,848.194 acres of the gross area of the Property does not exceed the Permitted Maximum

Allowable Property Impervious Cover. If any portion of the Property is used for the right-of-way for Centerpoint Road, then the gross area of such portion of the Property and any impervious cover placed on such portion of the Property shall be excluded from all impervious cover calculations with respect to the remainder of the Property.

Clustering Incentives in accordance with Section 5.2.8 of the City's LDC may be utilized within the Property subject to the City's approval of a Qualified Watershed Protection Plan Phase 1 and shall be subject to review and approval of all applicable City of San Marcos permits including Watershed Protection Plans, Site Preparation Permits and Environmental and Geologic Assessments and shall be subject to all City of San Marcos and TCEQ regulations for buffering and protection of sensitive features, if any such features are identified on the Property.

#### 1.07 Environmental, Water Quality & Detention Standards

The development of the Property shall comply with Chapter 5 of the Land Development Code as amended on March 4, 2014 and the associated City of San Marcos Storm Water Technical Manual; provided, however, that development of the portion of the Property described on Exhibits "A-1", "A-2", "A-3", and "A-4" shall comply with Chapter 6 of the Land Development Code as amended on April 17, 2018; provided, further, that development of any portion of the Property described on Exhibits "A-5" and "A-6" shall comply with Chapter 6 of the Land Development Code as amended on September 1, 2020; provided, further, that development of any portion of the Property for Film and Television Production Facilities Uses shall comply with Chapter 6 of the Land Development Code as amended on September 1, 2020, as supplemented and modified by those development standards set forth on **Exhibit "D"** attached hereto. No portion of the Project shall contain concrete storm water detention boxes. Development of the Property will adhere to a standard for removal of a minimum of 85% of the increase in Total Suspended Solids (TSS) after full development of the Property over the baseline existing conditions before development of the Property. The 85% TSS removal may be accomplished utilizing traditional best management practices (BMP's), approved low-impact development (LID) practices, or a combination thereof. All BMP's shall be designed and maintained by the Owner to achieve the performance standard of 85% TSS removal. BMP's for treatment and detention of stormwater proposed for development of this Property may include, but shall not be limited to traditional BMP's such as detention ponds, grass-lined swales, rain gardens, bioswales, biofiltration ponds and native drought-tolerant plants for landscaping or non-traditional, innovative BMP's. The technical design of traditional BMP's shall be in accordance with the City of San Marcos Storm Water Technical Manual. The use of innovative or non-traditional BMP's shall be approved by the City and used within the Property when accompanied by supporting documentation (i.e. product research / testing or acceptance from other jurisdictions) illustrating the effectiveness of the BMP's in achieving treatment standards identified herein. The technical design of innovative or non-traditional BMP's shall be in accordance with supplied supporting documentation. Approved vegetative buffers and filters shall not include invasive species.

Low Impact Development (LID) techniques allow for greater development potential with less environmental impacts through the use of smarter designs and advanced technologies that achieve a better balance between conservation, growth, ecosystem protection, public health, and quality of life. Where feasible and practical to achieve maximum water quality standards, the development within the Property may incorporate various LID techniques, in one form or another, that work in conjunction with traditional BMP's to achieve 85% TSS removal.

Development of the Property may incorporate pervious paving materials such as pervious pavers, pervious concrete (grasscrete or ecocrete) or other pervious paving materials where appropriate. For pervious paving materials used, technical documentation demonstrating the pervious nature of the specific system or systems as installed shall be provided and approved by the City. In the event that City approved pervious paving materials are utilized, the development of the Property shall receive credit towards the Permitted Maximum Allowable Impervious Cover.

During the construction process, stabilization and protection measures shall be utilized to limit site disturbance to the construction perimeter (the limits of construction). The type and adequacy of the

erosion and sedimentation controls shall be subject to approval of the Director of Development Services prior to installation. All erosion and sedimentation controls shall be monitored and maintained at all times during the construction process. A combination of various approved erosion and sedimentation control measures will be implemented where appropriate.

Discharge of sediment from the construction site shall be minimized and controlled as per applicable City, State and Federal requirements. It shall be the responsibility of the Owner and its contractors to clean up any discharge of sedimentation from the Property. No construction shall begin until all required City Plans are approved and a stormwater pollution prevention plan (SWPPP) is produced by the Owner and approved by the City. An erosion and sedimentation control program shall include construction sequencing and sedimentation/erosion control measures to be implemented during construction. The type and adequacy of the erosion and sedimentation controls shall be subject to City approval prior to installation. All erosion and sedimentation controls shall be monitored and maintained at all times during the construction process, and shall be inspected on an appropriate frequency, as specified in the SWPPP, and results shall be available for inspection by the City at all times.

A full Water Pollution Abatement Plan (WPAP) including a geologic assessment and geotechnical report, prepared by a licensed third-party engineer and/or professional geologist selected by the Owner and approved by the City of San Marcos Director of Engineering and Capital Improvements, shall be provided by the Owner and approved by the City, prior to the approval of any final plat on the Property or any portion thereof. The WPAP documents shall include construction sequencing and detailed means and methods for drainage and sedimentation/erosion control measures to be implemented during construction. The type and adequacy of the erosion and sedimentation controls shall be subject to City approval prior to installation. All erosion and sedimentation controls shall be monitored and maintained at all times during the construction process, and shall be inspected on an appropriate frequency (as specified in the approved WPAP) by a qualified, third-party engineering inspector, and results shall be provided to the City following each inspection.

A maintenance agreement for the permanent BMPs on the Property written according to Sections 5.1.1.7 and 5.1.1.8 of the LDC shall be submitted. The maintenance agreement shall include provisions for testing and monitoring BMPs to make sure required volumes and other characteristics are still intact as originally designed. An easement for inspection and monitoring purposes in favor of an in a form acceptable to the City must be provided by the property owner.

#### 1.08 Parkland and Open Space Dedication

- A. In the event the Property is fully built out (i.e., the maximum 4,200 units under Section 1.04B is achieved across the entire property), the maximum total required parkland dedication shall be 61.29 acres. The development of the Property will meet or exceed all applicable parkland dedication requirements of the City. Except as may otherwise be permitted by the City, dedication of all or any portion of the required parkland shall occur in conjunction with the final plat on all or any portion of the Property.
- B. All parkland, open space, sidewalks and trails, and designated amenities that are not owned and maintained by the Homeowners Association or Owner shall be open and available to the public, subject to any applicable rules and regulations of the U.S. Fish and Wildlife Service and the RHCP and subject to any applicable conservation easement or agreement related thereto entered into by Owner and the County. Access to such parkland and open space shall be provided at the time of subdivision platting.
- C. In addition to the required public parkland dedication amount indicated above, a variety of private active and passive recreational facilities ranging from small neighborhood pocket parks to larger improved common areas or parks are envisioned. These facilities shall be connected through a pedestrian network consisting of sidewalks and/or trails. The Project's network of trails will be approximately 10-14 miles and provide connectivity to the Purgatory Creek Natural Area with a small parking area at such time and in such location as determined by Owner and City.
  - 1. The minimum width for a sidewalk shall be six feet (6').
  - 2. Sidewalks shall be constructed of concrete or asphalt.

3. Sidewalks may be located adjacent to the street right-of-way and incorporated into an appropriate street cross-section.
  4. The minimum width for a trail shall be eight feet (8').
  5. Trails may be constructed of concrete, asphalt, crushed granite, or other material common in trail construction.
  6. Trails may be located adjacent to the street right-of-way and be incorporated as part of an alternative street cross-section upon the approval by the Director of Development Services or may be constructed in open space areas or improved common areas.
  7. The location of sidewalks and trails shall be determined at the time of preliminary platting and development of infrastructure construction plans and shall be included as part of a Subdivision Improvement Agreement.
- 1.09 Deed Restrictions and Creation of Homeowner's Association  
The Owner shall create a homeowner's association responsible for, among other things, enforcement of deed restrictions required under this Agreement. The homeowner's association shall be created and deed restrictions recorded before commencement of any development on all or any portion of the Property. The deed restrictions shall be submitted to the City for review to determine consistency with this Agreement before recording. The homeowner's association shall be duly authorized, under applicable laws, to enforce the deed restrictions against all owners and developers of land within the Property. Any deed restrictions, and amendments thereto, regulating development of the Property shall be recorded in the Official Public Records of Hays County, Texas. Any deed restrictions regulating development of the Property, and any amendments thereto, shall be subject to this Agreement. Such deed restrictions shall further include a statement that they are subject to this Agreement and that, in the event of a conflict between the deed restrictions and this Agreement, this Agreement shall govern.
- 1.10 Hays County Regional Habitat Conservation Plan & Endangered Species Act  
Prior to any development activity as defined in the City's LDC, the Owner shall comply with the Endangered Species Act, specifically related to the golden-cheeked warbler or black-capped vireo, by either obtaining approvals from the U.S. Fish and Wildlife Service or through voluntary participation in the Hays County Regional Habitat Conservation Plan ("RHCP").

## **SECTION 2: MISCELLANEOUS PROVISIONS**

- 2.01 Term
- A. This Agreement shall commence and bind the Parties on the Effective Date and continue until all of the Property has been annexed for full purposes by the City (the "Term"), unless sooner terminated as provided in Section 2.01.C below. If, however, no progress toward completion of the Project, as defined under Section 245.005 of the Texas Local Government Code, is made within five (5) years of the date of this Agreement, this Agreement shall expire and Owner hereby agrees that any development of the Property shall comply with the ordinances in effect at the time the first plat application for any portion of the property is filed. This written Agreement may be extended for additional terms as allowed by law upon mutual written agreement of the parties.
  - B. After the expiration or termination of this Agreement, this Agreement will be of no further force and effect.
  - C. This Agreement may be terminated or amended as to all or any portion of the Property at any time by mutual written agreement between the City and Owner.
- 2.02 Authority  
This Agreement is entered into, in part, under the statutory authority of Section 212.172 of the Texas Local Government Code and the applicable provisions of the Texas Constitution and the laws of the State of Texas. By virtue of this Agreement, Owner agrees to authorize the full purpose annexation of the Property by the City subject to applicable provisions of Chapter 43 of the Texas Local Government Code and in accordance with the terms and conditions set forth in this Agreement.

2.03 Equivalent Substitute Obligation

If any Party is unable to meet an obligation under this Agreement due to a court order invalidating all or a portion of this Agreement, preemptive state or federal law, an imminent and bona fide threat to public safety that prevents performance or requires different performance, changed circumstances or subsequent conditions that would legally excuse performance under this Agreement, or any other reason beyond the Party's reasonable and practical control, the Parties will cooperate to revise this Agreement to provide for an equivalent substitute right or obligation as similar in terms to the illegal, invalid, or unenforceable provision as is possible and is legal, valid and enforceable, or other additional or modified rights or obligations that will most nearly preserve each Party's overall contractual benefit under this Agreement.

2.04 Cooperation

The Parties agree to execute and deliver all such other and further documents or instruments and undertake such other and further actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

2.05 Litigation

In the event of any third-party lawsuit or other claim relating to the validity of this Agreement or any action taken by the Parties hereunder, Owner and the City agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution of their respective rights and obligations under this Agreement, but only to the extent each party determines, in its sole discretion, that its interests are aligned or not in conflict with the other party's interests. The filing of any third-party lawsuit relating to this Agreement or the development of the Property will not delay, stop, or otherwise affect the development of the Property or the City's processing or issuance of any approvals for the development of the Property, unless otherwise required by a court of competent jurisdiction. The City agrees not to stipulate or agree to the issuance of any court order that would impede or delay the City's processing or issuance of approvals for the development of the Property.

2.06 Default

Notwithstanding anything herein to the contrary, no Party shall be deemed to be in default hereunder until the passage of thirty (30) business days after receipt by such party of notice of default from the other Party. Upon the passage of thirty (30) business days without cure of the default, such Party shall be deemed to have defaulted for all purposes of this Agreement. In the event of a non-cured default, the non-defaulting Party shall have all the rights and remedies available under applicable law, including the right to institute legal action to cure any default, to enjoin any threatened or attempted violation of this Agreement, or to enforce the defaulting Party's obligations under this Agreement by specific performance. Nothing herein shall prevent the Parties from extending the above specified time frames for default and/or cure by mutual written agreement.

2.07 Governmental Powers; Waiver of Immunity

It is understood that by execution of this Agreement the City does not waive or surrender any of its governmental powers, immunities or rights.

2.08 Governing Law and Venue

The City and Owner agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas. The City and the Owner further agree that all actions to be performed under this Agreement are performable in Hays County, Texas.

2.09 Attorney's Fees

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees from the other Party. The amount of fees recoverable under this paragraph may be set by the court in the trial of the underlying action or may be enforced in a separate action brought for that purpose, and any fees recovered shall be in addition to any other relief that may be awarded.

2.10 Entire Agreement

This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous written or oral understandings or representations of the Parties with respect to this Agreement, including superseding the Existing Development Agreement.

2.11 Exhibits/Amendment

All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim. This Agreement may be amended only by mutual agreement of the Parties and in accordance with the applicable procedures outlined in Section 1.4.2.6(c) the City's LDC.

2.12 Severability

If any section, subsection, sentence, clause, phrase, paragraph, part or provision of this Agreement be declared by a court of competent jurisdiction to be invalid, illegal, unconstitutional or unenforceable in any respect, such unenforceability, unconstitutionality, illegality or invalidity shall not affect any of the remaining sections, subsections, sentences, clauses, phrases, paragraphs, parts or provisions of this Agreement as a whole, or in any part, since the same would have been enacted by the City Council without the incorporation in this Agreement of any such invalid, illegal, unconstitutional or unenforceable section, subsection, sentence, clause, phrase, paragraph, part or provision.

2.13 Interpretation

Wherever required by the context, the singular shall include the plural, and the plural shall include the singular.

2.14 Notice

Any notice, request or other communication required or permitted by this Agreement shall be in writing and may be affected by overnight courier or hand delivery, or by sending said notice by registered or certified mail, postage prepaid, return receipt requested, and addressed to the Parties as set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to the City shall be addressed to:

City Manager  
City of San Marcos  
630 E. Hopkins Street  
San Marcos, Texas 78666

Any notice mailed to the County shall be addressed to:

Director of Development Services  
Hays County  
2171 Yarrington Road  
San Marcos, TX 78666

Any notice mailed to LOR, LCSM Ph. 1-1, LCSM Ph.1-2, LSCM Ph. 2, LCSM Ph. 3, LCSM Ph. 4, La Cima Commercial, LCSM WW or LCSM West shall be addressed to:

c/o Dubois, Bryant & Campbell, LLP  
Attn: Mr. Bryan W. Lee, Manager  
303 Colorado, Suite 2300  
Austin, Texas 78701

2.15 Force Majeure

Owner and the City agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire or strike.

2.16 Assignment

As of the Effective Date, Owner owns the Property. Owner may assign its rights and obligations under this Agreement to any third party (ies) only after providing written notice of assignment to the City. The terms of this Agreement shall be covenants running with the land and binding on successors and assigns.

2.17 Signatures

The City represents that this Agreement has been approved and duly adopted by the City Council of the City in accordance with all applicable public meeting and public notice requirements including, but not limited to, notices required by the Texas Open Meetings Act, and that the individual executing this Agreement on behalf of the City has been authorized to do so. Owner represents and warrants that this Agreement has been approved by appropriate action of Owner and that the individual executing this Agreement on behalf of Owner has been authorized to do so.

2.18 Successors and Assigns and Recordation

The terms of this Agreement shall be covenants running with the land and binding on successors and assigns. Pursuant to the requirements of Section 212.172(f), Local Government Code, this Agreement shall be recorded in the official public records of Hays County, Texas. The terms of this Agreement shall be binding upon: (a) the Parties; (b) the Parties' successors and assigns; (c) the Property; and (d) future owners of all or any portion of the Property. Notwithstanding the foregoing, however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any end-buyer of a fully developed and improved lot within the Property except for land use and development regulations within this Agreement that apply to specific lots, including architectural, environmental and water quality, landscaping and setback and dimensional standards, and impervious cover limits, together with applicable rights of enforcement in this Agreement as to such land use and development regulations.

2.19 Counterpart Originals

This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

2.19 Exhibits

The Exhibits to this Agreement consists of the following Exhibits:

Exhibits "A", "A-1", "A-2", "A-3", and "A-4" – Legal Descriptions of the various parcels constituting the "Original Property" totalling 2,552.379 acres

Exhibit "A-5" – Legal Description of the "Additional 637.3 Acre Tract"

Exhibit "A-6" – Legal Description of the "Additional 658.513 Acre Tract"

Exhibit "B" – Conceptual Land Use Plan

Exhibit "C" – Conservation and Open Space Plan

Exhibit "D" – Development Standards for Film and Production Studio Use

Exhibit "E" – Conceptual Rendering of Studio Site

Exhibit "F" – Concept Plan for Phase I Multi-Family

*[Signature Page Follows]*

EXECUTED to be effective as of the Effective Date first stated above.

CITY OF SAN MARCOS, TEXAS

By: Stephanie Reyes  
Name: Stephanie Reyes  
Title: Interim City Manager

HAYS COUNTY, TEXAS

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

LAZY OAKS RANCH, LP, a Texas Limited Partnership

By: Lazy Oaks GP, LLC, its general partner

By: \_\_\_\_\_  
Bryan W. Lee  
Its: Manager

LCSM PH. 1-1, LLC, a Texas Limited Liability Company

By: \_\_\_\_\_  
Name: Bryan W. Lee  
Title: Manager

LCSM PH. 1-2, LLC, a Texas Limited Liability Company

By: \_\_\_\_\_  
Name: Bryan W. Lee  
Title: Manager

LCSM PH. 2, LLC, a Texas Limited Liability Company

By: \_\_\_\_\_  
Name: Bryan W. Lee  
Title: Manager

EXECUTED to be effective as of the Effective Date first stated above.

CITY OF SAN MARCOS, TEXAS

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

HAYS COUNTY, TEXAS

By:   
Name: *Ruben Becerra*  
Title: *Hays County Judge*

LAZY OAKS RANCH, LP, a Texas Limited Partnership

By: Lazy Oaks GP, LLC, its general partner

By: \_\_\_\_\_  
Bryan W. Lee  
Its: Manager

LCSM PH. 1-1, LLC, a Texas Limited Liability Company

By: \_\_\_\_\_  
Name: Bryan W. Lee  
Title: Manager

LCSM PH. 1-2, LLC, a Texas Limited Liability Company

By: \_\_\_\_\_  
Name: Bryan W. Lee  
Title: Manager

LCSM PH. 2, LLC, a Texas Limited Liability Company

By: \_\_\_\_\_  
Name: Bryan W. Lee  
Title: Manager

EXECUTED to be effective as of the Effective Date first stated above.

CITY OF SAN MARCOS, TEXAS


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

HAYS COUNTY, TEXAS

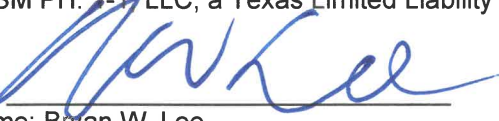
By: \_\_\_\_\_  
Name:  
Title:

LAZY OAKS RANCH, LP, a Texas Limited Partnership


By: Lazy Oaks GP, LLC, its general partner

By:   
Bryan W. Lee  
Its: Manager

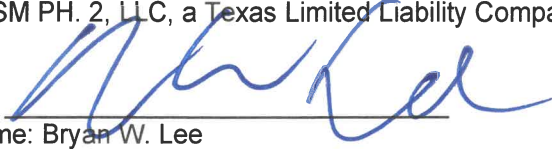
LCSM PH. 1-1, LLC, a Texas Limited Liability Company

By:   
Name: Bryan W. Lee  
Title: Manager

LCSM PH. 1-2, LLC, a Texas Limited Liability Company

By:   
Name: Bryan W. Lee  
Title: Manager

LCSM PH. 2, LLC, a Texas Limited Liability Company

By:   
Name: Bryan W. Lee  
Title: Manager

LCSM PH. 3, LLC, a Texas Limited Liability Company

By:   
Name: Bryan W. Lee  
Title: Manager

LCSM PH. 4, LLC, a Texas Limited Liability Company

By:   
Name: Bryan W. Lee  
Title: Manager

LA CIMA COMMERCIAL, LP, a Texas Limited Partnership

By: La Commercial GP, LLC, its general partner

By:   
Name: Bryan W. Lee  
Title: Manager

LCSM WW, LLC, a Texas Limited Liability Company

By:   
Name: Bryan W. Lee  
Title: Manager

LCSM WEST, LP, a Texas Limited Partnership

By: LCSM West GP, LLC, its general partner

By:   
Name: Bryan W. Lee  
Title: Manager

Acknowledgements

STATE OF TEXAS §

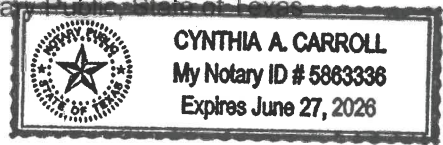
COUNTY OF TRAVIS §

This instrument was acknowledged before me on Sept 26, 2022, by Bryan W. Lee, Manager, of Lazy Oaks GP, LLC, general partner of Lazy Oaks Ranch, L.P., a Texas Limited Partnership, in such capacity, on behalf of said entities.

*Cynthia A. Carroll*  
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF TRAVIS §



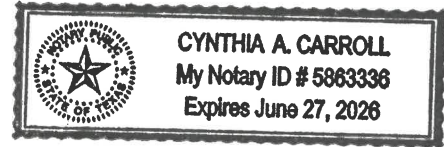
This instrument was acknowledged before me on Sept 26, 2022, by Bryan W. Lee, Manager, of LCSM Ph. 1-1, LLC, a Texas Limited Liability Company, in such capacity, on behalf of said entities.

*Cynthia A. Carroll*  
Notary Public, State of Texas

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF TRAVIS §

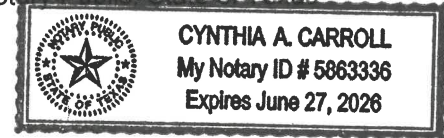


This instrument was acknowledged before me on Sept 26, 2022, by Bryan W. Lee, Manager, of LCSM Ph. 1-2, LLC, a Texas Limited Liability Company, in such capacity, on behalf of said entities.

*Cynthia A. Carroll*  
Notary Public, State of Texas

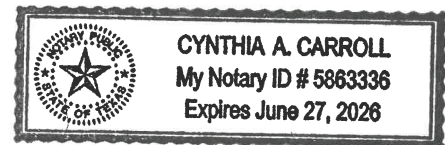
STATE OF TEXAS §

COUNTY OF TRAVIS §



This instrument was acknowledged before me on Sept 26, 2022, by Bryan W. Lee, Manager, of LCSM Ph. 2, LLC, a Texas Limited Liability Company, in such capacity, on behalf of said entities.

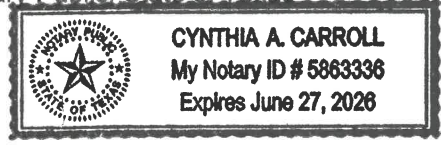
*Cynthia A. Carroll*  
Notary Public, State of Texas



STATE OF TEXAS §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on Sept 26, 2022, by Bryan W. Lee, Manager, of LCSM Ph. 3, LLC, a Texas Limited Liability Company, in such capacity, on behalf of said entities.

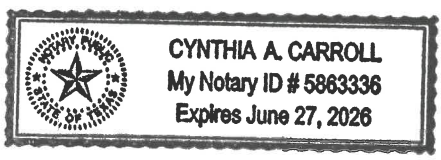
Cynthia A. Carroll  
Notary Public, State of Texas



STATE OF TEXAS §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on Sept 26, 2022, by Bryan W. Lee, Manager, of LCSM Ph. 4, LLC, a Texas Limited Liability Company, in such capacity, on behalf of said entities.

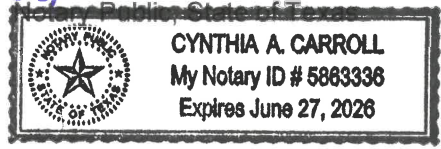
Cynthia A. Carroll  
Notary Public, State of Texas



STATE OF TEXAS §  
COUNTY OF TRAVIS §

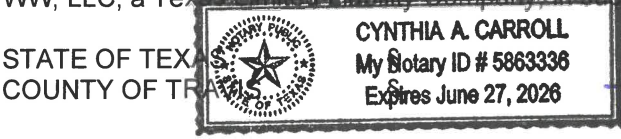
This instrument was acknowledged before me on Sept 26, 2022, by Bryan W. Lee, Manager, of La Cima Commercial GP, LLC, general partner of La Cima Commercial, LP, a Texas Limited Partnership, in such capacity, on behalf of said entities.

Cynthia A. Carroll  
Notary Public, State of Texas



STATE OF TEXAS §  
COUNTY OF TRAVIS §

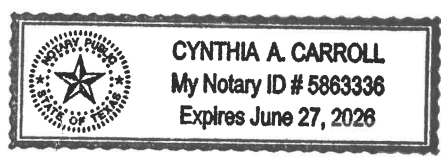
This instrument was acknowledged before me on Sept 26, 2022, by Bryan W. Lee, Manager, of LCSM WW, LLC, a Texas Limited Liability Company, in such capacity, on behalf of said entities.



Cynthia A. Carroll  
Notary Public, State of Texas

This instrument was acknowledged before me on Sept 26, 2022, by Bryan W. Lee, Manager, of LCSM West GP, LLC, general partner of LCSM West, LP, a Texas Limited Partnership, in such capacity, on behalf of said entities.

Cynthia A. Carroll  
Notary Public, State of Texas

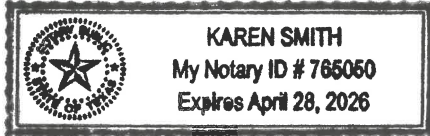


STATE OF TEXAS §

§

COUNTY OF HAYS §

This instrument was acknowledged before me on May 23, 2022, by Stephanie Pava, <sup>Interim</sup> City Manager of the City of San Marcos, in such capacity, on behalf of said entity.



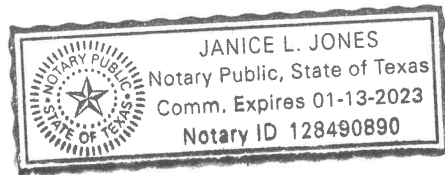
Karen Smith  
Notary Public, State of Texas

STATE OF TEXAS §

§

COUNTY OF HAYS §

This instrument was acknowledged before me on May 24<sup>th</sup>, 2022, by Ruben Berra of Hays County, in such capacity, on behalf of said entity.



*Janice L. Jones*  
Notary Public, State of Texas

## EXHIBIT "A"

Freeman Ranch/Lazy Oaks Ranch  
William Smithson Survey, A-419  
John Williams Survey, A-490  
John Maximilian, Jr. Survey No. 15, A-299  
Lydia Glasgow Survey No. 14, A-188  
Hays County, Texas

Job No. 5956-01-002  
FN1574R2(dz)  
Page 1 of 6

### TRACT DESCRIPTIONS

**TRACT "A": 649.592 ACRES, SAVE AND EXCEPT 5.000 ACRES, 5.000 ACRES AND 5.000 ACRES (634.592 ACRES TOTAL)**

649.592 ACRES OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490, THE LYDIA GLASGOW SURVEY NO. 14, ABSTRACT NO. 188, AND THE JOHN MAXIMILIAN, JR. SURVEY NO. 15, ABSTRACT NO. 299, ALL OF HAYS COUNTY, TEXAS; SAID 649.592 ACRES DESCRIBED IN THE CORRECTION SPECIAL WARRANTY DEED WITH VENDOR'S LIEN FROM FROST BANK (FORMERLY KNOWN AS THE FROST NATIONAL BANK), TRUSTEE OF THE FREEMAN EDUCATIONAL FOUNDATION CREATED UNDER THE WILL OF JOSEPH FREEMAN, DECEASED, TO LAZY OAKS RANCH, LP, OF RECORD IN VOLUME 4877, PAGE 632, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAVE AND EXCEPT THREE (3) TRACTS OF LAND CONTAINING 5.000 ACRES EACH (SEE PAGES 2-5 FOR METES AND BOUNDS DESCRIPTIONS OF SAID SAVE AND EXCEPT TRACTS).

**TRACT "B": 1388.17 ACRES, SAVE AND EXCEPT 23.823 ACRES (1364.347 ACRES TOTAL)**

1388.17 ACRES OF LAND SITUATED IN THE WILLIAM SMITHSON SURVEY, ABSTRACT NO. 419 AND THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490, BOTH OF HAYS COUNTY, TEXAS; SAID 1388.17 ACRES DESCRIBED AS "TRACT ONE" IN THE SPECIAL WARRANTY DEED WITH VENDOR'S LIEN FROM BAT PARTNERS, LTD. TO LAZY OAKS RANCH, L.P., OF RECORD IN VOLUME 3772, PAGE 231, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

**SAVE AND EXCEPT**

23.823 ACRES OF LAND SITUATED IN THE WILLIAM SMITHSON SURVEY, ABSTRACT NO. 419, HAYS COUNTY, TEXAS; SAID 23.823 ACRES DESCRIBED IN GENERAL WARRANTY DEED FROM LAZY OAKS RANCH, LP, TO SAN MARCOS BAPTIST ACADEMY FOUNDATION, INC., OF RECORD IN VOLUME 5038, PAGE 689, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

**TRACT "C": 8.73 ACRES, SAVE AND EXCEPT 2.467 ACRES (6.263 ACRES TOTAL)**

8.73 ACRES OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490 AND THE JOHN MAXIMILIAN, JR. SURVEY NO. 15, ABSTRACT NO. 299, BOTH OF HAYS COUNTY, TEXAS; SAID 8.73 ACRES DESCRIBED AS "TRACT TWO" IN THE SPECIAL WARRANTY DEED WITH VENDOR'S LIEN FROM BAT PARTNERS, LTD. TO LAZY OAKS RANCH, L.P., OF RECORD IN VOLUME 3772, PAGE 231, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

**SAVE AND EXCEPT**

Freeman Ranch/Lazy Oaks Ranch  
William Smithson Survey, A-419  
John Williams Survey, A-490  
John Maximilian, Jr. Survey No. 15, A-299  
Lydia Glasgow Survey No. 14, A-188  
Hays County, Texas

Job No. 5956-01-002  
FN1574R2(dz)  
Page 2 of 6

2.467 ACRES OF LAND SITUATED IN THE JOHN MAXIMILIAN, JR. SURVEY NO. 15, ABSTRACT NO. 299 AND THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490, HAYS COUNTY, TEXAS; SAID 2.467 ACRES DESCRIBED IN GENERAL WARRANTY DEED FROM LAZY OAKS RANCH, LP, TO SAN MARCOS BAPTIST ACADEMY FOUNDATION, INC., OF RECORD IN VOLUME 5038, PAGE 689, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

**TRACT "D": 23.823 ACRES**

23.823 ACRES OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490, THE PATRICK McGREAL SURVEY, ASBSTRAAT NO. 308 AND THE WILLIAM SMITHSON SURVEY, ABSTRACT NO. 419, ALL OF HAYS COUNTY, TEXAS; SAID 23.823 ACRES DESCRIBED IN GENERAL WARRANTY DEED FROM SAN MARCOS BAPTIST ACADEMY FOUNDATION, INC. TO LAZY OAKS RANCH, L.P., OF RECORD IN VOLUME 5038, PAGE 698, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

**SAVE AND EXCEPT "TRACT 1": 5.000 ACRES**

DESCRIPTION OF 5.000 ACRES OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490, HAYS COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF THAT CALLED 659.9 ACRE TRACT (ONE HALF UNDIVIDED INTEREST), DESCRIBED IN THE SPECIAL WARRANTY DEED FROM HAROLD M. FREEMAN, A SINGLE MAN, TO FROST NATIONAL BANK, INDEPENDENT EXECUTOR & TRUSTEE UNDER THE WILL OF JOSEPH FREEMAN (DECEASED), OF RECORD IN VOLUME 359, PAGE 863, DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 5.000 ACRES AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a leaning 1/2-inch iron rod found at the south corner of a called 4.337 acre tract designated as "Tract One" and described in the Warranty Deed to the City of San Marcos of record in Volume 1080, Page 874, Official Public Records of Hays County, Texas, same being a re-entrant corner in the northwest line of the said 659.9 acre remainder tract, for an angle point in the northeast line and the **POINT OF BEGINNING** of the tract described herein;

**THENCE** through the interior of the said 659.9 acre remainder tract and with the east, southeast, southwest, and northwest lines of the tract described herein, the following four (4) courses and distances:

1. S 06°45'16" E, a distance of 189.51 feet to a calculated point for the east corner of the tract described herein,
2. S 42°59'13" W, a distance of 595.64 feet to a calculated point for the south corner of the tract described herein,
3. N 45°07'08" W, a distance of 316.85 feet to a calculated point in the east line of an electric transmission/distribution line easement of variable width described in the deed to the

Freeman Ranch/Lazy Oaks Ranch  
William Smithson Survey, A-419  
John Williams Survey, A-490  
John Maximilian, Jr. Survey No. 15, A-299  
Lydia Glasgow Survey No. 14, A-188  
Hays County, Texas

Job No. 5956-01-002  
FN1574R2(dz)  
Page 3 of 6

Lower Colorado River Authority (LCRA), of record in Volume 242, Page 699, Deed Records of Hays County, Texas, for the west corner of the tract described herein, and

4. N 42°48'10" E, with the east line of the said LCRA easement, a distance of 708.83 feet to a calculated point in the northwest line of the said 659.9 acre remainder tract and the southwest line of the said 4.337 acre tract, being the northeast corner of the said LCRA easement, for the north corner of the tract described herein, from which a 1/2-inch iron rod found in the southeast line of that certain called 8.73 acre tract, designated as "Tract Two" and described in the Special Warranty Deed to Lazy Oaks Ranch, LP, of record in Volume 3772, Page 231, Official Public Records of Hays County, Texas, same being a north corner of the said 659.9 acre remainder tract and the north corner of the said LCRA easement, same being the west corner of the said 4.337 acre tract, bears N 46°37'22" W, a distance of 125.70 feet;

THENCE S 46°37'22" E, with the northeast line of the said 659.9 acre remainder tract, the southwest line of the said 4.337 acre tract, and the northeast line of the tract described herein, a distance of 174.33 feet to the POINT OF BEGINNING and containing 5.000 acres of land, more or less.

**SAVE AND EXCEPT "TRACT 2": 5.000 ACRES**

DESCRIPTION OF 5.000 ACRES OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490, HAYS COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF THAT CALLED 659.9 ACRE TRACT (ONE HALF UNDIVIDED INTEREST), DESCRIBED IN THE SPECIAL WARRANTY DEED FROM HAROLD M. FREEMAN, A SINGLE MAN, TO FROST NATIONAL BANK, INDEPENDENT EXECUTOR & TRUSTEE UNDER THE WILL OF JOSEPH FREEMAN (DECEASED), OF RECORD IN VOLUME 359, PAGE 863, DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 5.000 ACRES AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 6-inch cedar fence corner post found at an angle point in the southeast line of the said 659.9 acre remainder tract, same being an angle point in the southwest line of the remainder of that called 114 acre tract described as "Tract 1" in the Executor's Deed to Marla D. Sams and Marvin C. Wills, Jr., Co-Trustees of the Marvin C. Wills Family Trust, of record in Volume 3394, Page 424, Official Public Records of Hays County, Texas, for the most northerly corner of that called 311.74 acre tract described in the Warranty Deed to Claud Kern Wildenthal, of record in Volume 1385, Page 398, Official Public Records of Hays County, Texas, and from which an 8" dead cedar tree found at the most westerly corner of the said 114 acre remainder tract, being an angle point in the southeast line of the said 659.9 acre remainder tract, bears N 29°29'12" W, a distance of 59.58 feet;

THENCE with a portion of the southeast line of the said 659.9 acre remainder tract, also with the northwest line of the said 311.74 acre tract, the following four (4) courses and distances:

1. S 43°09'44" W, a distance of 155.92 feet to a 6-inch cedar fence post found for an angle point,

Freeman Ranch/Lazy Oaks Ranch  
William Smithson Survey, A-419  
John Williams Survey, A-490  
John Maximilian, Jr. Survey No. 15, A-299  
Lydia Glasgow Survey No. 14, A-188  
Hays County, Texas

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2. S 44°10'39" W, a distance of 216.46 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set for an angle point,
3. S 45°16'39" W, a distance of 951.78 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set for an angle point, and
4. S 45°32'23" W, a distance of 510.96 feet to a calculated point at the southwest corner of an electric transmission/distribution line easement of variable width described in the deed to the Lower Colorado River Authority (LCRA), of record in Volume 242, Page 699, Deed Records of Hays County, Texas, for the southeast corner and the POINT OF BEGINNING of the tract described herein;

THENCE S 45°32'23" W, continuing with a portion of the southeast line of the said 659.9 acre remainder tract and the northwest line of the said 311.74 acre tract, also with the southeast line of the tract described herein, a distance of 325.12 feet to a calculated point for the south corner of the tract described herein, from which a 6-inch cedar fence post found at an angle point in the southeast line of the said 659.9 acre remainder tract and the northwest line of the said 311.74 acre tract, bears S 45°32'23" W, a distance of 6348.00 feet;

THENCE leaving the northwest line of the said 311.74 acre tract and through the interior of the said 659.9 acre remainder tract, with the southwest, northwest and east lines of the tract described herein, the following three (3) courses and distances:

1. N 44°27'37" W, a distance of 400.00 feet to a calculated point for the west corner of the tract described herein,
2. N 45°32'23" E, a distance of 763.89 feet to a calculated point in the west line of the said LCRA easement, for the north corner of the tract described herein, and
3. S 03°11'10" W, with the west line of the said LCRA easement and the east line of the tract described herein, a distance of 593.73 feet to the POINT OF BEGINNING and containing 5.000 acres of land, more or less.

**SAVE AND EXCEPT "TRACT 3": 5.000 ACRES**

DESCRIPTION OF 5.000 ACRES OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490, HAYS COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF THAT CALLED 659.9 ACRE TRACT (ONE HALF UNDIVIDED INTEREST), DESCRIBED IN THE SPECIAL WARRANTY DEED FROM HAROLD M. FREEMAN, A SINGLE MAN, TO FROST NATIONAL BANK, INDEPENDENT EXECUTOR & TRUSTEE UNDER THE WILL OF JOSEPH FREEMAN (DECEASED), OF RECORD IN VOLUME 359, PAGE 863, DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 5.000 ACRES AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 3-1/2 inch metal fence corner post found near the top of a bluff and the approximate location of the north bank of Purgatory Creek, being the most southerly corner of the

Freeman Ranch/Lazy Oaks Ranch  
William Smithson Survey, A-419  
John Williams Survey, A-490  
John Maximilian, Jr. Survey No. 15, A-299  
Lydia Glasgow Survey No. 14, A-188  
Hays County, Texas

Job No. 5956-01-002  
FN1574R2(dz)  
Page 5 of 6

said 659.9 acre remainder tract and the most westerly corner of that certain called 311.74 acre tract described in the Warranty Deed to Claud Kern Wildenthal, of record in Volume 1385, Page 398, Official Public Records of Hays County, Texas, same being an angle point in the northerly line of that certain called 521.55 acre tract described in the Special Warranty Deed to Dixie C. Lenz, Rita K. Steitle, and Medora C. Pratt, in equal undivided shares, of record in Volume 4517, Page 277, Official Public Records of Hays County, Texas;

**THENCE** with a portion of the southeast line of the said 659.9 acre remainder tract and the northwest line of the said 311.74 acre tract, the following three (3) courses and distances:

1. N 45°43'43" E, a distance of 606.75 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set for an angle point,
2. N 44°57'33" E, a distance of 408.78 feet to a 6-inch cedar fence corner post found at an angle point, and
3. N 45°32'23" E, a distance of 1466.74 feet to a calculated point for the south corner and the **POINT OF BEGINNING** of the tract described herein;

**THENCE** leaving the northwest line of the said 311.74 acre tract and through the interior of the said 659.9 acre remainder tract, with the southwest, northwest and east lines of the tract described herein, the following three (3) courses and distances:

1. N 44°27'37" W, a distance of 400.00 feet to a calculated point for the west corner of the tract described herein,
2. N 45°32'23" E, a distance of 678.61 feet to a calculated point in the west line of a 15 foot wide electric distribution line easement described in the deed to Pedemales Electric Cooperative, Inc., of record in Volume 401, Page 813, Deed Records of Hays County, Texas, for the north corner of the tract described herein, and
3. S 10°37'01" E, with the west line of the said Pedemales easement, a distance of 481.60 feet to a calculated point in the southeast line of the said 659.9 acre remainder tract and the northwest line of the said 311.74 acre tract, for the southeast corner of the tract described herein, from which a 1/2-inch iron rod with plastic cap stamped "BCG" set for an angle point in the southeast line of the said 659.9 acre remainder tract and an angle point in the northwest line of the said 311.74 acre tract, bears N 45°32'23" E, a distance of 5306.95 feet;

**THENCE** S 45°32'23" W, with a portion of the southeast line of the said 659.9 acre remainder tract and the northwest line of the said 311.74 acre tract, also with the southeast line of the tract described herein, a distance of 410.39 feet to the **POINT OF BEGINNING** and containing 5.000 acres of land, more or less.

**BEARING BASIS:** Texas Coordinate System, South Central Zone, NAD83, Grid.

**BOWMAN WORD FILE:** FN1574R2(dz)

H:\Survey\FieldNotes\FN-1500s\FN1574R2(dz).doc

3000 0 3000



SCALE: 1"=3000'

HAYS COUNTY, TEXAS

(A)

FROST BANK (FORMERLY KNOWN AS THE FROST NATIONAL BANK), TRUSTEE OF THE FREEMAN EDUCATIONAL FOUNDATION CREATED UNDER THE WILL OF JOSEPH FREEMAN, DECEASED TO LAZY OAKS RANCH, LP 649.592 ACRES VOL. 4877, PG. 632 OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TX (SHOWN AS SOLID HATCH)

(B)

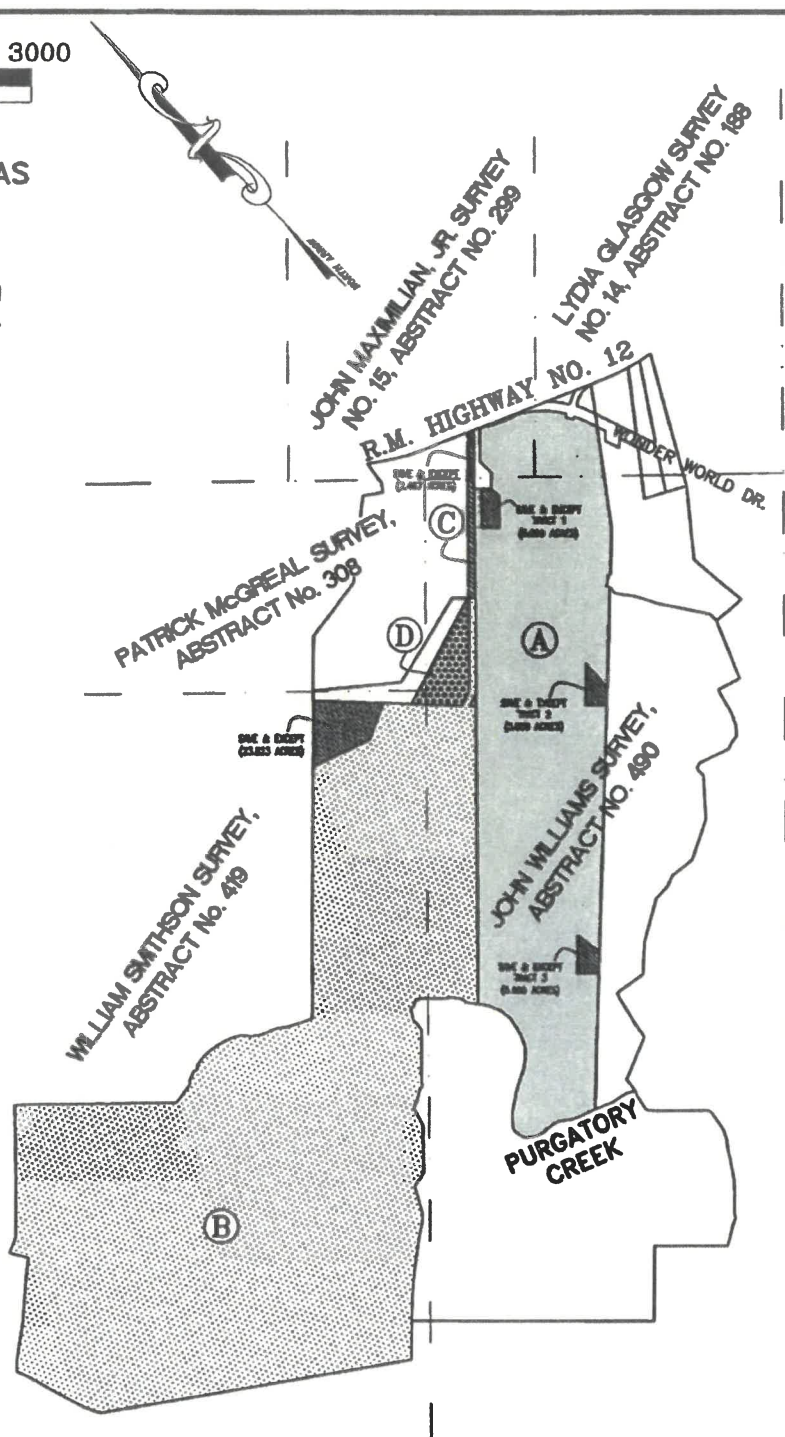
BAT PARTNERS, LTD. TO LAZY OAKS RANCH, L.P. TRACT ONE: 1388.17 ACRES VOL. 3772, PG. 231 NOVEMBER 13, 2009 OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TX (SHOWN AS DOT HATCH)

(C)

BAT PARTNERS, LTD. TO LAZY OAKS RANCH, L.P. TRACT TWO: 8.73 ACRES VOL. 3772, PG. 231 NOVEMBER 13, 2009 OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TX (SHOWN AS SLANT HATCH)

(D)

SAN MARCOS BAPTIST ACADEMY FOUNDATION, INC. TO LAZY OAKS RANCH, L.P. 23.823 ACRES VOL. 5038, PG. 698 OCTOBER 06, 2014 OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TX (SHOWN AS HEX HATCH)



Bowman Consulting Group, Ltd. 3101 Bee Cave Road, Suite 100, Austin, Texas 78748 Phone: (512) 327-1180 Fax: (512) 327-4082 www.bowmanconsulting.com © Bowman Consulting Group, Ltd.

TBPE Firm No. F-2986 | TBPLS Firm No. 101206-00

EXHIBIT TO ACCOMPANY TRACT DESCRIPTIONS IN FN1574R2

DESCRIPTION OF 5.000 ACRES OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490, HAYS COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF THAT CALLED 659.9 ACRE TRACT (ONE HALF UNDIVIDED INTEREST), DESCRIBED IN THE SPECIAL WARRANTY DEED FROM HAROLD M. FREEMAN, A SINGLE MAN, TO FROST NATIONAL BANK, INDEPENDENT EXECUTOR & TRUSTEE UNDER THE WILL OF JOSEPH FREEMAN (DECEASED), OF RECORD IN VOLUME 359, PAGE 863, DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 5.000 ACRES AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

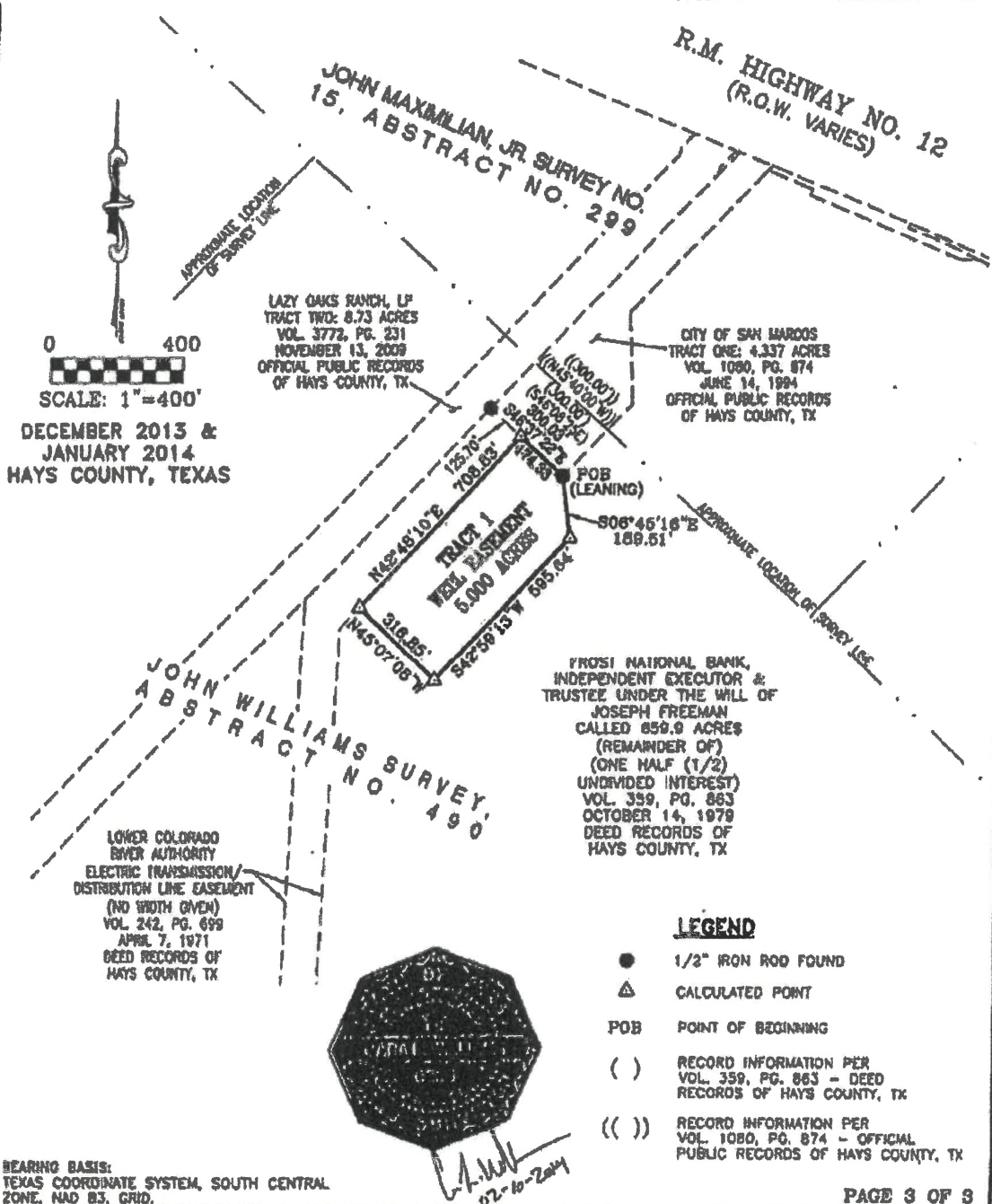
**BEGINNING** at a leaning 1/2-inch iron rod found at the south corner of a called 4.337 acre tract designated as "Tract One" and described in the Warranty Deed to the City of San Marcos of record in Volume 1080, Page 874, Official Public Records of Hays County, Texas, same being a re-entrant corner in the northwest line of the said 659.9 acre remainder tract, for an angle point in the northeast line and the **POINT OF BEGINNING** of the tract described herein;

**THENCE** through the interior of the said 659.9 acre remainder tract and with the east, southeast, southwest, and northwest lines of the tract described herein, the following four (4) courses and distances:

1. S 06°45'16" E, a distance of 189.51 feet to a calculated point for the east corner of the tract described herein,
2. S 42°59'13" W, a distance of 595.64 feet to a calculated point for the south corner of the tract described herein,
3. N 45°07'08" W, a distance of 316.85 feet to a calculated point in the east line of an electric transmission/distribution line easement of variable width described in the deed to the Lower Colorado River Authority (LCRA), of record in Volume 242, Page 699, Deed Records of Hays County, Texas, for the west corner of the tract described herein, and
4. N 42°48'10" E, with the east line of the said LCRA easement, a distance of 708.83 feet to a calculated point in the northwest line of the said 659.9 acre remainder tract and the southwest line of the said 4.337 acre tract, being the northeast corner of the said LCRA easement, for the north corner of the tract described herein, from which a 1/2-inch iron rod found in the southeast line of that certain called 8.73 acre tract, designated as "Tract Two" and described in the Special Warranty Deed to Lazy Oaks Ranch, LP, of record in Volume 3772, Page 231, Official Public Records of Hays County, Texas, same being a north corner of the said 659.9 acre remainder tract and the north corner of the said LCRA easement, same being the west corner of the said 4.337 acre tract, bears N 46°37'22" W, a distance of 125.70 feet;

**THENCE** S 46°37'22" E, with the northeast line of the said 659.9 acre remainder tract, the southwest line of the said 4.337 acre tract, and the northeast line of the tract described herein, a distance of 174.33 feet to the **POINT OF BEGINNING** and containing 5.000 acres of land, more or less.

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**Bowman CONSULTING**

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 www.bowmanconsulting.com © Bowman Consulting Group, Ltd.  
 TBPE Firm No. F-2368 | TBPLS Firm No. 101208-00

**EXHIBIT TO ACCOMPANY FIELD NOTES DESCRIPTION FN1660**

## EXHIBIT "A-1"

1.150 Acres  
Lydia Glasgow Survey No. 14, A-188  
Hays County, Texas

Job No. 5956-01-002  
FN1548B(c/w)  
Page 1 of 2

### FIELD NOTES DESCRIPTION - TRACT 2 1.150 ACRES

DESCRIPTION OF 1.150 ACRES OF LAND SITUATED IN THE LYDIA GLASGOW SURVEY NO. 14, ABSTRACT NO. 188, HAYS COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF THAT CALLED 659.9 ACRE TRACT (ONE HALF UNDIVIDED INTEREST), DESCRIBED IN THE SPECIAL WARRANTY DEED FROM HAROLD M. FREEMAN, A SINGLE MAN, TO FROST NATIONAL BANK, INDEPENDENT EXECUTOR & TRUSTEE UNDER THE WILL OF JOSEPH FREEMAN (DECEASED), OF RECORD IN VOLUME 359, PAGE 863, DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 1.150 ACRES AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch Iron rod found in the interior of R.M. Highway No. 12 (R.O.W. varies), being the common north corner of that called 4.337 acre tract described as "Tract One" in the Warranty Deed to the City of San Marcos, of record in Volume 1080, Page 874, Official Public Records of Hays County, Texas, and that called 0.464 acre tract described as "Parcel 65" in Exhibit "C" in the Special Warranty Deed to the County of Hays, of record in Volume 4264, Page 511, Official Public Records of Hays County, Texas, being the northwest corner of that called 0.14 acre tract described as "Easement Tract IV" in the Easement Agreement between The Frost National Bank, Trustee of the Joseph Freeman Testamentary Trust; and the City of San Marcos, of record in Volume 1239, Page 104, Official Public Records of Hays County, Texas;

THENCE S 66°45'57" E, through the interior of said R.M. Highway No. 12, with the north line of said 0.464 acre tract and said 0.14 acre easement tract, also with a portion of the north lines of said 6.4500 acre tract and that called 0.611 acre tract described as "Easement Tract III" in said Easement Agreement of record in Volume 1239, Page 104, passing at a distance of 451.60 feet a TXDOT type II monument found for the common north corner of said 0.464 acre tract and that called 6.4500 acre tract of land described in the Special Warranty Deed to the City of San Marcos, of record in Volume 3100, Page 712, Official Public Records of Hays County, Texas, continuing for a total distance of 1336.77 feet to a 1/2 inch iron rod with a 1-1/2 inch aluminum cap stamped "Texas Dept of Tran" found at the intersection of the south right-of-way line of said R.M. Highway No. 12 with the east right-of-way line of said Wonder World Drive, for the POINT OF BEGINNING, being an angle point in the northerly line of said 659.9 acre remainder tract and also an angle point in the northerly line of said 6.4500 acre tract, for the northwest corner of the tract described herein;

THENCE S 66°45'57" E, continuing with the north line of said 0.611 acre easement tract and also with the south right-of-way line of said R.M. Highway No. 12 and a portion of the north line of said 659.9 acre remainder tract, with the north line of the tract described herein, a distance of 544.90 feet to a 1/2 inch iron rod with a 1-1/2 inch aluminum cap stamped "Texas Dept of Tran" found at the intersection of the south right-of-way line of said R.M. Highway No. 12 with the north right-of-way line of Old Ranch Road 12 (R.O.W. varies), being an angle point in the northerly lines of said 659.9 acre remainder tract and said 6.4500 acre tract, for the northeast corner of the tract described herein;

THENCE leaving the south right-of-way line of said R.M. Highway No. 12 and the north line of said 0.611 acre easement tract, with the curving north right-of-way line of said Old Ranch Road 12, also with the curving northerly interior lines of said 659.9 acre remainder tract and said 6.4500 acre tract, for the east line of the tract described herein, the following three (3) courses and distances:

1. with the arc of a curve to the left, having a radius of 560.00 feet, an arc length of 174.70 feet, and a chord which bears S 68°05'29" W, a distance of 173.99 feet to a 1/2 inch iron rod with a 1-1/2 inch aluminum cap stamped "Texas Dept of Tran" found,
2. S 58°43'50" W, a distance of 47.47 feet to a TXDOT type II monument found, and
3. S 75°23'37" W, a distance of 54.82 feet to a TXDOT type II monument found at the intersection of the north right-of-way line of said Old Ranch Road 12 with the east right-of-way of said Wonder World Drive, being an angle point in the interior lines of said 659.9 acre remainder tract and said 6.4500 acre tract, for the most southerly corner of the tract described herein;

1.150 Acres  
Lydia Glasgow Survey No. 14, A-188  
Hays County, Texas

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FN1548B(cw)  
Page 2 of 2

**THENCE** leaving the north right-of-way line of said Old Ranch Road 12 and with the east right-of-way line of said Wonder World Drive, also with the interior lines of said 659.9 acre remainder tract and said 6.4500 acre tract, with the west line of the tract described herein, with the arc of a curve to the left, having a radius of 1997.36 feet, an arc length of 402.79 feet, and a chord which bears N 37°39'28" W, a distance of 402.11 feet to the **POINT OF BEGINNING** and containing 1.150 acres of land, more or less.

**BEARING BASIS:** Texas Coordinate System, South Central Zone, NAD83, Grid.


**BOWMAN WORD FILE:** FN1548B(cw)

THE STATE OF TEXAS       §  
  §       **KNOW ALL MEN BY THESE PRESENTS**  
COUNTY OF TRAVIS       §

That I, Cara L. Williams, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and that the property described herein was determined by a series of surveys made on the ground during the months of December 2013 and January 2014, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 5<sup>th</sup> day of February 2014, A.D.

Bowman Consulting Group, Ltd.  
Austin, Texas 78746

  
\_\_\_\_\_  
Cara L. Williams  
Registered Professional Land Surveyor  
No. 6336 – State of Texas



## EXHIBIT "A-2"

2.303 Acres  
Lydia Glasgow Survey No. 14, A-188  
Hays County, Texas

Job No. 5956-01-002  
FN1548C(ciw)  
Page 1 of 2

### FIELD NOTES DESCRIPTION - TRACT 3 2.303 ACRES

DESCRIPTION OF 2.303 ACRES OF LAND SITUATED IN THE LYDIA GLASGOW SURVEY NO. 14, ABSTRACT NO. 188, HAYS COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF THAT CALLED 659.9 ACRE TRACT (ONE HALF UNDIVIDED INTEREST), DESCRIBED IN THE SPECIAL WARRANTY DEED FROM HAROLD M. FREEMAN, A SINGLE MAN, TO FROST NATIONAL BANK, INDEPENDENT EXECUTOR & TRUSTEE UNDER THE WILL OF JOSEPH FREEMAN (DECEASED), OF RECORD IN VOLUME 359, PAGE 863, DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 653.045 ACRES BEING COMPRISED OF TRACT 1 (649.592 ACRES), TRACT 2 (1.150 ACRES) AND TRACT 3 (2.303 ACRES), AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2 inch iron rod with a 1-1/2 inch aluminum cap stamped "Texas Dept of Tran" found in the east right-of-way line of said Wonder World Drive, being an angle point in the northerly line of said 659.9 acre remainder tract and an angle point in the easterly line of that called 6.4500 acre tract of land described in the Special Warranty Deed to the City of San Marcos, of record in Volume 3100, Page 712, Official Public Records of Hays County, Texas, same being the most northerly corner of that called 6.8059 acre tract of land described in the Special Warranty Deed to the City of San Marcos, of record in Volume 3197, Page 401, Official Public Records of Hays County, Texas, same being an angle point in the westerly line of that called 114 acre tract described as "Tract 1" in the Executor's Deed to Marla D. Sams & Marvin C. Wills, Jr., Co-Trustees of the Marvin C. Wills Family Trust, of record in Volume 3394, Page 424, Official Public Records of Hays County, Texas, for the most southerly corner and **POINT OF BEGINNING** of the tract described herein, from which a 1/2 inch iron rod with a 1-1/2 inch aluminum cap stamped "Texas Dept of Tran" found in the west right-of-way line of said Wonder World Drive, being an angle point in the northerly line of said 659.9 acre remainder tract, same being the most southerly corner of said 6.4500 acre tract, same being the northwest corner of said 6.8059 acre tract, bears, S 35°27'05" W, a distance of 243.79 feet;

**THENCE** with the east right-of-way line of said Wonder World Drive, also with the interior lines of said 659.9 acre remainder tract and said 6.4500 acre tract, with the west line of the tract described herein, the following two (2) courses and distances:

1. N 19°34'42" W, a distance of 83.03 feet to a TXDOT type II monument found at the beginning of a curve to the left,
2. with the arc of said curve to the left, having a radius of 2009.86 feet, an arc length of 276.89 feet, and a chord which bears N 23°34'40" W, a distance of 276.67 feet to a 1/2 inch iron rod with plastic cap stamped "BCG" set at the intersection of the east right-of-way line of said Wonder World Drive with the south right-of-way line of said Old Ranch Road 12, being an angle point in the interior lines of said 659.9 acre remainder tract and said 6.4500 acre tract, for the most westerly corner of the tract described herein;

**THENCE** leaving the east right-of-way line of said Wonder World Drive and with the south right-of-way line of said Old Ranch Road 12, also with the interior lines of said 659.9 acre remainder tract and said 6.4500 acre tract, with the north line of the tract described herein, the following three (3) courses and distances:

1. N 37°48'08" E, a distance of 46.59 feet to a 1/2 inch iron rod with a 1-1/2 inch aluminum cap stamped "Texas Dept of Tran" found,
2. N 58°50'07" E, a distance of 47.11 feet to a 1/2 inch iron rod with a 1-1/2 inch aluminum cap stamped "Texas Dept of Tran" found at the beginning of a curve to the right, and
3. with the arc of said curve to the right, having a radius of 440.00 feet, an arc length of 390.22 feet, and a chord which bears N 84°25'07" E, a distance of 377.56 feet to a painted hole found in concrete being the most easterly corner of said 6.4500 acre tract and an angle point in the easterly

2.303 Acres  
Lydia Glasgow Survey No. 14, A-188  
Hays County, Texas

Job No. 5956-01-002  
FN1548C(ciw)  
Page 2 of 2

line of said 659.9 acre remainder tract, also being in the west line of said 114 acre remainder tract,  
for the most easterly corner of the tract described herein,

THENCE S 35°28'03" W, with a portion of the east line of said 659.9 acre remainder tract and also with a  
portion of the west line of said 114 acre remainder tract, with the east line of the tract described herein, a  
distance of 527.61 feet to the POINT OF BEGINNING and containing 2.303 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.

BOWMAN WORD FILE: FN1548C(ciw)

THE STATE OF TEXAS       §  
  §       KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF TRAVIS       §

That I, Cara L. Williams, a Registered Professional Land Surveyor, do hereby certify that the above  
description and the accompanying sketch is true and correct to the best of my knowledge and belief and  
that the property described herein was determined by a series of surveys made on the ground during the  
months of December 2013 and January 2014, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 5th day of January 2014,  
A.D.

Bowman Consulting Group, Ltd.  
Austin, Texas 78746

  
\_\_\_\_\_  
Cara L. Williams  
Registered Professional Land Surveyor  
No. 6336 – State of Texas



EXHIBIT "A-3"

**DESCRIPTION OF 390.52 ACRES, MORE OR LESS, OF LAND AREA IN THE WILLIAM BURKE SURVEY, ABSTRACT NO. 68, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 515.964 ACRES IN A DEED FROM V & H ROBINSON RANCHES, LTD. TO W. L. WOOTAN ET UX DATED DECEMBER 9, 1998 AND RECORDED IN HAYS COUNTY DOCUMENT NO. 9920197 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at an 8" Cedar fence corner post in the northeast line of the Jonathan Scott Survey, Abstract No. 430 for the approximate west corner of the William Burke Survey, Abstract No. 68 and for the south corner of the G. W. A. Colton Survey, Abstract No. 95 and for the northerly-west corner of the Wootan tract, and being in the northeast line of that 1422.46 acre tract described in a deed from Milton H. West et ux to MHW Operations Ltd. dated December 28, 2000 and recorded in Volume 1754, Page 588 of the Hays County Official Public Records, and being the south corner of the Bridlewood Ranches, Section 2, a subdivision recorded in Volume 11, Page 69 of the Hays County Plat Records;

**THENCE** leaving the Scott Survey, the MHW Operations 1422.46 acre tract, and the **PLACE OF BEGINNING** as shown on that plat numbered 27873-17-2-d dated March 22, 2017 as prepared for Wootan Family Estate by Byrn & Associates, Inc. of San Marcos, Texas with the common northwest line of the Burke Survey and the Wootan tract and southeast line of the Colton Survey and Bridlewood Ranches, Section 2, as fenced and used upon the ground, the following six courses:

1. N 47° 38' 55" E 424.80 feet to an angle point,
2. N 46° 40' 52" E 282.88 feet to a 6" Cedar post for an angle point,
3. N 44° 51' 43" E 557.74 feet to an 8" Cedar post for an angle point,
4. N 46° 16' 27" E 548.58 feet to a 4" Cedar post for an angle point,
5. N 45° 46' 36" E 604.71 feet to a 4" Cedar post for an angle point, and
6. N 45° 18' 03" E 260.56 feet to a 1/2" iron rod found with a plastic cap stamped "B&G" for the north corner of this tract and the west corner of that 1388.17 acre tract described in a deed from BAT Partners, Ltd. to Lazy Oaks Ranch, LP dated November 13, 2009 and recorded in Volume 3772, Page 231 of the Hays County Official Public Records;

**THENCE** leaving the Colton Survey and Bridlewood Ranch tract and entering the Burke Survey with the common northeast line of the Wootan tract and southwest line of the Lazy Oaks Ranch tract as fenced, the following five courses:

1. S 21° 03' 09" E 169.44 feet to a triple 5" Elm tree for an angle point,
2. S 15° 51' 32" E 479.74 feet to a 10" Live Oak tree for an angle point,
3. S 15° 05' 56" E 382.38 feet to a 3" Cedar post for an angle point,
4. S 17° 43' 48" E 393.12 feet to an 8" Live Oak tree for an angle point, and
5. S 24° 52' 31" E 288.56 feet to a 1/2" iron rod set for an angle point;

**THENCE** leaving fence, and continuing with said common line S 54° 00' 57" E 5744.26 feet to a 1/2" iron rod set in fence in the southeast line of the Burke Survey for the east corner of the Wootan tract and south corner of the Lazy Oaks Ranch tract and being in the northwest line of the John Williams Survey, Abstract No. 490 and that 100 acre tract described in a deed from Rita P. Steitle to Rita P. Steitle et vir dated May 27, 2015 and recorded in Volume 5249, Page 252 of the Hays County Official Public Records;

**THENCE** with the common southeast line of the Burke Survey and the Wootan tract and northwest line of the Williams Survey and Steitle tract, as fenced and agreed to in a boundary line agreement between J. H. Robinson and E. E. Posey dated May 24, 1942 and recorded in Volume 124, Page 496 of the Hays County Deed Records, the following four courses:

1. S 44° 50' 55" W 648.35 feet to a 4" Cedar post for an angle point,
2. S 45° 15' 06" W 472.53 feet to a 12" Live Oak tree for an angle point,
3. S 48° 27' 47" W 112.04 feet to a 20" Live Oak tree for an angle point, and
4. S 41° 06' 56" W 95.25 feet to an 8" Cedar corner post for the west corner of the Williams Survey and Steitle tract and the north corner of the Isaac Lower Survey, Abstract N. 287 and that 248.18 acre tract - Exhibit A - described in a deed from George R. Williams et al to George R. Williams et al dated July 26, 2012 and recorded in Volume 4402, Page 461 of the Hays County Official Public Records;

**THENCE** leaving the Steitle tract with the common southeast line of the Burke Survey and the Wootan tract and northwest line of the Lowe Survey and the Williams 248.18 acre tract, as fenced and used, the following nine courses:

1. S 45° 23' 08" W 792.32 feet to a 12" Cedar tree for an angle point,
2. S 45° 44' 41" W 239.94 feet to a 24" Live Oak tree for an angle point,
3. S 61° 50' 25" W 145.68 feet to an 8" Live Oak tree for an angle point,
4. S 69° 03' 13" W 37.17 feet to a 16" Cedar tree for an angle point,
5. S 75° 18' 47" W 41.96 feet to a 10" Live Oak tree for an angle point,
6. S 64° 57' 31" W 41.05 feet to a 14" Live Oak tree for an angle point,
7. S 54° 42' 38" W 43.53 feet to a 16" Live Oak tree for an angle point,
8. S 47° 50' 55" W 38.51 feet to an 8" Live Oak tree for an angle point, and
9. S 43° 42' 13" W 143.87 feet to a 6" Cedar corner post for an interior corner in the east line of the Wootan tract and west corner of the Williams 248.18 acre tract;

THENCE crossing the Wootan tract S 44° 24' 40" W 26.23 feet to an 8" creosote post for an interior corner in the west line of the Wootan tract and the east corner of the aforereferenced MHW Operations 1422.46 acre tract, as fenced and used upon the ground, and being the south corner of this tract;

THENCE with the common southwest line of the Wootan tract and northeast line of the MHW Operations tract, as fenced and used upon the ground, the following two courses:

1. N 25° 25' 07" W 23.14 feet to an 8" creosote fence post and
2. N 44° 38' 00" W (being the Bearing Basis for this description) 7118.29 feet to the PLACE OF BEGINNING. There are contained within these metes and bounds 390.52 acres, more or less, of land area as prepared from public records and a survey made on the ground on during March, 2017 by Byrn & Associates, Inc. of San Marcos. All 1/2" iron rods set are capped with a plastic cap stamped "Byrn Survey".

  
David C. Williamson, R.P.L.S. #4190



Client: Wootan Family Estate  
 Date: April 4, 2017  
 Survey: Burke, William, A- 68  
 County: Hays, Texas  
 Job No: 27373-17  
 FND 390.52 ac

**Exhibit "A - 4"**

**8.661 Acre Tract – 2 Pages**

**14.062 Acre Tract – 2 Pages**

**94.769 Acre Tract – 4 Pages**

**6.891 Acre Tract – 2 Pages**

### FIELD NOTES DESCRIPTION

DESCRIPTION OF 8.661 ACRES (377,274 SQUARE FEET) OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT No. 471, THE JOHN WILLIAMS SURVEY, ABSTRACT No. 490 AND THE LYDIA GLASGOW SURVEY No. 14, ABSTRACT No. 188, HAYS COUNTY, TEXAS; BEING A PORTION OF TRACT 1: {b} 17.45 ACRES CONVEYED TO MARCIE B. WILLS, ET. AL., RECORDED IN TRUST DISTRIBUTION DEED INSTRUMENT No. 16043487, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY TEXAS (O.P.R.H.C.TX.); SAID 8.661 ACRES OF LAND AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a ½-inch iron rod with a 1-½-inch aluminum cap stamped TX.D.O.T. found on the northeasterly right-of-way line of Wonder World Drive (right-of-way varies), the southeasterly corner of the herein described tract, and being a common corner to Partition Deed Tract 1: 17.45 acres conveyed to Marion H. Wills, recorded in Volume 2530 at page 720, O.P.R.H.C.TX. and to called 6.8059 acres conveyed to the City of San Marcos, recorded in Volume 3197 at Page 401, O.P.R.H.C.TX., from said beginning point a ½-inch iron rod with a 1-½-inch aluminum cap stamped TX.D.O.T., found on the southwesterly right-of-way line of said drive and at the southwesterly corner of said 6.8059 acres, bears South 32 degrees 28 minutes 22 seconds West, a distance of 253.66 feet;

**THENCE**, leaving said Partition Deed Tract 1: 17.45 acres and continuing with said 6.8059 acres along said northeasterly right-of-way line North 19 degrees 38 minutes 00 seconds West, a distance of 403.95 feet, to a ½-inch iron rod with a plastic cap stamped "BCG" set at the southwesterly corner of the herein described tract and being a common corner to said 6.8059 acres and a 14.062 acre partition (Tract 1: North Portion) of Tract 1: {a} 114 acres conveyed to Marice B. Wills, Et. Al., recorded in Trust Distribution Deed Instrument No. 16043487, O.P.R.H.C.TX., from which a ½-inch iron rod with a plastic cap stamped " JC EVANS" found bears South 18 degrees 57 minutes 09 seconds West, a distance of 2.17 feet;

**THENCE**, leaving said 6.8059 acres and said northeasterly right-of-way line and continuing along the easterly line of said 14.062 acre partition North 36 degrees 40 minutes 50 seconds East, a distance of 1210.09 feet, to a ½-inch iron rod found on the southern right-of-way line of Old Ranch Road 12 (right-of-way width varies), the northwesterly corner of the herein described tract, and being a common corner to said 14.062 acre partition, from which a TXDOT Type I concrete monument found on said southern right-of-way line bears North 70 degrees 28 minutes 09 seconds West, a distance of 481.24 feet;

**THENCE**, leaving said 14.062 acre partition and continuing along said southern right-of-way line 239.63 feet along the arc of a curve turning to the left, having a radius of 3869.72 feet and a chord that bears South 75 degrees 41 minutes 36 seconds East, a distance of 239.59 feet, to a ½-inch iron rod with a 1-½-inch aluminum cap stamped "CMR/PROTECH SURVEYING RPLS 4288" found at the northeasterly corner of the herein described tract and being a common corner to aforesaid Partition Deed Tract 1: 17.45 acres, from which a ½-inch iron rod, found, on said southern right-of-way line, bears South 79 degrees 13 minutes 57 seconds East, a distance of 239.76 feet;

**THENCE**, leaving said southern right-of-way line and continuing along the westerly line of aforesaid Partition Deed Tract 1: 17.45 acres South 32 degrees 23 minutes 07 seconds West, a distance of 1529.64 feet, to the **POINT OF BEGINNING** and containing 8.661 acres (377,274 square feet) of land, more or less.

8.661 acre ~ 377,274 sq. ft. (Tract 2: North Portion)  
John Williams Survey, A-471; John Williams survey, A-490;  
Lydia Glasgow Survey No. 14, A-188  
Hays County, Texas

Job No. 005956-01-108

FN2358(sf)  
Page 2 of 2

**BEARING BASIS:** Texas Coordinate System, NAD 83, South Central Zone, Grid.

**BOWMAN WORD FILE:** FN2358(sf)

THE STATE OF TEXAS       §  
  §       KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF TRAVIS       §

That I, Terry L. Rowe, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined a survey made on the ground in December 2019, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 04 day of February 2020 A.D.

Bowman Consulting Group, Ltd.  
Austin, Texas 78746



Terry L. Rowe  
Registered Professional Land Surveyor  
No. 5493 – State of Texas



### FIELD NOTES DESCRIPTION

DESCRIPTION OF 14.062 ACRES (312,548 SQUARE FEET) OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT No. 490 AND THE LYDIA GLASGOW SURVEY No. 14, ABSTRACT No. 188, HAYS COUNTY, TEXAS; BEING A PORTION OF TRACT 1: {a} 114 ACRES CONVEYED TO MARCIE B. WILLS, ET. AL., RECORDED IN TRUST DISTRIBUTION DEED INSTRUMENT No. 16043487, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY TEXAS (O.P.R.H.C.TX.); SAID 14.062 ACRES OF LAND AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a ½-inch iron rod with a 1-½-inch aluminum cap stamped TX.D.O.T. found on the northeasterly right-of-way line of Wonder World Drive (right-of-way width varies), at the southwesterly corner of the herein described tract and being a common corner to a 2.303 acre tract conveyed to Lazy Oaks Ranch, LP, recorded in Volume 4931 at page 450, designated as Tract 2, O.P.R.H.C.TX. and to a called 6.8059 acres conveyed to the City of San Marcos, recorded in Volume 3197 at Page 401, O.P.R.H.C.TX., from which a TXDOT Type I concrete monument, found, on said northeasterly right-of-way line, bears North 19 degrees 34 minutes 44 seconds West, a distance of 82.92 feet; in addition, from said beginning point a ½-inch iron rod with a 1-½-inch aluminum cap stamped TX.D.O.T. found on the southwesterly right-of-way line of said drive and at a southwesterly corner of said 6.8059 acres, bears South 35 degrees 26 minutes 58 seconds West, a distance of 243.80 feet;

**THENCE**, leaving said northeasterly right-of-way and said 6.8059 acres and continuing along the easterly line of said 2.303 acre tract North 35 degrees 29 minutes 39 seconds East, a distance of 527.62 feet, to a calculated point at the northeasterly corner of said 2.303 acre tract and a corner of the herein described tract;

**THENCE**, continuing along said easterly line North 35 degrees 29 minutes 39 seconds East, a distance of 11.66 feet to a calculated point on the southern right-of-way line of Old Ranch Road 12 (right-of-way width varies) at the northwesterly corner of the herein described tract;

**THENCE**, leaving said easterly line and continuing along said southern right-of-way line for the following two (2) courses and distances;

- 1.) South 66 degrees 39 minutes 22 seconds East, a distance of 261.53 feet to a TXDOT Type I concrete monument found at a corner of the herein described tract;
- 2.) 481.55 feet along the arc of a curve turning to the left, having a radius of 3869.72 feet and a chord that bears South 70 degrees 28 minutes 09 seconds East, a distance of 481.24 feet, to a ½-inch iron rod found at the northeasterly corner of the herein described tract and at the northwesterly corner to an 8.661 acre partition (Tract 2: North Portion) of Tract 1: {b} 17.45 acres conveyed to Marice B. Wills, Et. Al., recorded in Trust Distribution Deed Instrument No. 16043487, O.P.R.H.C.TX., from which a ½-inch iron rod with a 1-½-inch aluminum cap stamped "CMR/PROTECH SURVEYING RPLS 4288", found on said southern right-of-way line, bears South 79 degrees 41 minutes 36 seconds East, a distance of 239.59 feet;

**THENCE**, leaving said southern right-of-way and continuing along the westerly line of said 8.661 acre partition South 36 degrees 40 minutes 50 seconds West, a distance of 1210.09 feet, to a ½-inch iron rod with a plastic cap stamped "BCG" set on the northeasterly right-of-way line of Wonder World Drive (right-of-way width varies), at the southeasterly corner of the herein described tract and being common corner to said 8.661 acre partition and to aforesaid 6.8059 acres, from which a ½-inch iron rod with a plastic cap stamped " JC EVANS" found bears South 18 degrees 57 minutes 09 seconds West, a distance of 2.17 feet; in addition, from said corner a ½-inch iron rod with a 1-½-inch aluminum cap stamped TX.D.O.T., found on said northeasterly right-of-way line at the common corner of said 8.661 acre partition and said 6.8059 acres, bears South 19 degrees 38 minutes 00 seconds West, a distance of 403.95 feet;

14.062 acre ~ 312,548 sq. ft. (Tract 1: North Portion)  
John Williams survey, A-490; Lydia Glasgow Survey No. 14, A-188  
Hays County, Texas

Job No. 005956-01-108  
FN2359(sf)  
Page 2 of 2

**THENCE**, leaving said westerly line and continuing with said 6.8059 acres along said northeasterly right-of-way line North 19 degrees 38 minutes 00 seconds West, a distance of 845.05 feet to the **POINT OF BEGINNING** and containing 14.062 acres (312,548 square feet) of land, more or less.

**BEARING BASIS:** Texas Coordinate System, NAD 83, South Central Zone, Grid.

**BOWMAN WORD FILE:** FN2359

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TRAVIS

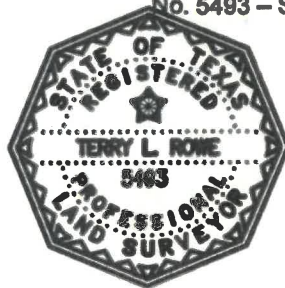
That I, Terry L. Rowe, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined a survey made on the ground in December 2019, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 04 day of February 2020 A.D.

Bowman Consulting Group, Ltd.  
Austin, Texas 78746



Terry L. Rowe  
Registered Professional Land Surveyor  
No. 5493 – State of Texas



### FIELD NOTES DESCRIPTION

DESCRIPTION OF 94.769 ACRES (4,128,139 SQUARE FEET) OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT No. 471, THE JOHN WILLIAMS SURVEY, ABSTRACT No. 490 AND THE LYDIA GLASGOW SURVEY No. 14, ABSTRACT No. 188, HAYS COUNTY, TEXAS; BEING A PORTION OF TRACT 1: {a} 114 ACRES CONVEYED TO MARCIE B. WILLS, ET. AL., RECORDED IN TRUST DISTRIBUTION DEED INSTRUMENT No. 16043487, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY TEXAS (O.P.R.H.C.TX.); SAID 94.769 ACRES OF LAND AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a ½-inch iron rod with a 1-½-inch aluminum cap stamped TX.D.O.T. found on the southwesterly right-of-way line of Wonder World Drive (right-of-way width varies), at the most northwesterly corner of the herein described tract, and being common corner to a called 34.368 acres tract conveyed to LA CIMA Commercial, LP, recorded in Assumption General Warranty Deed Instrument No. 17016156, O.P.R.H.C.TX. and to called 6.8059 acres conveyed to the City of San Marcos, recorded in Volume 3197 at Page 401, O.P.R.H.C.TX., from which a TXDOT Type I concrete monument, found on said southwesterly right-of-way line, bears North 19 degrees 38 minutes 27 seconds West, a distance of 222.43 feet; in addition, from said beginning point a ½-inch iron rod with a 1-½-inch aluminum cap stamped TX.D.O.T., found on the northeasterly right-of-way line of said drive and at the northeasterly corner said 6.8059 acres, bears North 35 degrees 26 minutes 58 seconds East, a distance of 243.80 feet;

**THENCE**, leaving said 34.368 acres and continuing with said 6.8059 acres along said southwesterly right-of-way line for the following five (5) courses and distances:

- 1.) South 19 degrees 37 minutes 17 seconds East, a distance of 167.08 feet, to a calculated point at the common corner of the herein described tract and said 6.8059 acres;
- 2.) South 43 degrees 01 minutes 57 seconds West, a distance of 174.50 feet, to a calculated point at the common corner of the herein described tract and said 6.8059 acres;
- 3.) South 19 degrees 37 minutes 17 seconds East, a distance of 291.06 feet, to a ½-inch iron rod found at the common corner of the herein described tract and said 6.8059 acres;
- 4.) North 43 degrees 01 minutes 57 seconds East, a distance of 174.50 feet, to a calculated point at the common corner of the herein described tract and said 6.8059 acres;

**THENCE**, South 19 degrees 37 minutes 17 seconds East, a distance of 380.73 feet, continuing with said 6.8059 acres along said southwesterly right-of-way line to a calculated point at the common corner of the herein described tract, said 6.8059 acres and a 6.891 acre partition (Tract 2: South Portion) of Tract 1: {b} 17.45-acres conveyed to Marice B. Wills, Et. Al., recorded in Trust Distribution Deed Instrument No. 16043487, O.P.R.H.C.TX., from which a ½-inch iron rod with a 1-½-inch aluminum cap stamped TX.D.O.T. found on said southwesterly right-of-way line at the common corner of said 6.891 acre partition and said 6.8059 acres, bears South 19 degrees 37 minutes 17 seconds East, a distance of 426.38 feet;

**THENCE**, South 36 degrees 40 minutes 50 seconds West, a distance of 948.05 feet, leaving said southwesterly right-of-way line and said 6.8059 acres and continuing along the westerly line of said 6.891 acre partition to a ½-inch iron rod found at the southwesterly corner of said 6.891 acre partition and at a corner to the herein described tract;

**THENCE**, South 62 degrees 23 minutes 09 seconds East, a distance of 408.27 feet, continuing along said 6.891 acre partition to a ½-inch iron rod with a 1-½-inch aluminum cap stamped "CMR/PROTECH SURVEYING RPLS 4288" found at the southeasterly corner of said 6.891 acre partition and being a common corner to the herein described tract and Partition Deed Tract 1: 17.45 acres conveyed to Marion H. Wills, recorded in Volume 2530 at page 720, O.P.R.H.C.TX.;

**THENCE**, South 62 degrees 24 minutes 22 seconds East, a distance of 392.10 feet, leaving said 6.891 acre partition and continuing along said Partition Deed Tract 1: 17.45 acres, to a ½-inch iron rod found at the southeastern corner of said Partition Deed Tract 1: 17.45 acres and being a common corner to the herein described tract and to a 114.00 acre tract conveyed to Marion H. Wills, recorded in Volume 1658 at page 162, designated as Tract "A", O.P.R.H.C.TX.;

**THENCE**, South 37 degrees 37 minutes 55 seconds West, a distance of 1340.82 feet, leaving said Partition Deed Tract 1: 17.45 acres and continuing along the westerly lines of said Tract "A" to a ½-inch iron rod found;

**THENCE**, South 04 degrees 55 minutes 35 seconds East, a distance of 1120.49 feet, continuing along said westerly lines and in part the western line of called 3.00 acres conveyed to Catherine and Curtis Wonderly, recorded in in Volume 2109 at Page 386, O.P.R.H.C.TX., to a ½-inch iron rod found on the northerly lines of called 326.30 acres conveyed to The City of San Marcos, recorded in Volume 1922 at Page 338, O.P.R.H.C.TX., being a common corner to the here described tract, said Tract "A" and said 326.30 acres;

**THENCE**, leaving said Tract "A" and continuing along the northerly lines of said 326.30 acres the following two (2) courses and distances:

- 1.) North 88 degrees 23 minutes 17 seconds West, a distance of 252.71 feet, to a calculated point at the common corner of the herein described tract and said 326.03 acres;
- 2.) North 86 degrees 36 minutes 50 seconds West, a distance of 331.41 feet, to a cedar fence post found at the common corner of the herein described tract, said 326.30 acres and a called 150.00 acres conveyed to The City of San Marcos, recorded in Special Warranty Deed Instrument No. 18037862, O.P.R.H.C.TX.;

**THENCE**, leaving said 326.30 acres and continuing along the northeasterly lines of said 150.00 acres the following eleven (11) courses and distances:

- 1.) North 03 degrees 30 minutes 38 seconds East, a distance of 65.87 feet to a 10.5-inch cedar found at the common corner of the herein described tract and said 150.00 acres;
- 2.) North 07 degrees 18 minutes 58 seconds West, a distance of 104.18 feet a 9.5-inch dead cedar found at the common corner of the herein described tract and said 150.00 acres;
- 3.) North 19 degrees 13 minutes 11 seconds West, a distance of 21.88 feet to a 12-inch live oak found at the common corner of the herein described tract and said 150.00 acres;
- 4.) North 33 degrees 55 minutes 57 seconds West, a distance of 960.43 feet to a cedar fence post found at the common corner of the herein described tract, said 150.00 acres;
- 5.) North 27 degrees 27 minutes 35 seconds West, a distance of 422.53 feet to a cedar fence post found at the common corner of the herein described tract and said 150.00 acres;
- 6.) North 37 degrees 34 minutes 51 seconds West, a distance of 281.91 feet to a cedar fence post found at the common corner of the herein described tract and said 150.00 acres;
- 7.) North 34 degrees 40 minutes 21 seconds West, a distance of 102.30 feet to a cedar fence post found at the common corner of the herein described tract and said 150.00 acres;
- 8.) North 47 degrees 12 minutes 38 seconds East, a distance of 11.01 feet to a cedar fence post found at the common corner of the herein described tract and said 150.00 acres;

- 9.) North 44 degrees 17 minutes 57 seconds West, a distance of 9.44 feet to a ½-inch iron rod with a plastic cap stamped "BCG" set at the common corner of the herein described tract and said 150.00 acres;
- 10.) North 10 degrees 02 minutes 03 seconds East, a distance of 104.63 feet to a cedar fence post found at the common corner of the herein described tract and said 150.00 acres;
- 11.) North 21 degrees 28 minutes 49 seconds West, a distance of 32.52 feet to a cedar fence post found at the common corner of the herein described tract, said 151.00 acres and a called 42.147 acres conveyed to LA CIMA Commercial, LP, recorded in Assumption General Warranty Deed Instrument No. 17042976, O.P.R.H.C.TX., from which a cedar fence post found bears South 43 degrees 09 minutes 44 seconds West, a distance of 155.92 feet;

**THENCE**, leaving said 150.00 acres and continuing along the easterly lines of said 42.147 acres North 29 degrees 29 minutes 12 seconds West, a distance of 59.58 feet, to an 8-inch dead cedar found at the common corner of the herein described tract and said 42.147 acres;

**THENCE**, continuing along said easterly line and in part the easterly line of a called 31.721 acres conveyed to LA CIMA Commercial, LP, recorded in Assumption General Warranty Deed Instrument No. 17016156, O.P.R.H.C.TX., North 53 degrees 43 minutes 49 seconds East, a distance of 203.06 feet, to a cedar fence post found at the common corner of the herein described tract and said 31.721 acres;

**THENCE**, continuing along the easterly line of said 31.721 acres the following three (3) courses and distances:

- 1.) South 57 degrees 34 minutes 23 seconds East, a distance of 41.64 feet, to a cedar fence post found at the common corner of the herein described tract and said 31.721 acres;
- 2.) North 45 degrees 24 minutes 15 seconds East, a distance of 852.51 feet, to a cedar fence post found at the common corner of the herein described tract and said 31.721 acres;
- 3.) North 35 degrees 28 minutes 03 seconds East, a distance of 280.29 feet, to a ½-inch iron rod with a plastic cap stamped "BCG" set at the common corner of the herein described tract, said 31.721 acres and a called 34.368 acres conveyed to LA CIMA Commercial, LP, recorded in Assumption General Warranty Deed Instrument No. 17016156, O.P.R.H.C.TX.;

**THENCE**, leaving said 31.721 acres and continuing along the easterly line of said 34.368 acres North 35 degrees 28 minutes 03 seconds East, a distance of 1571.35 feet, to the **POINT OF BEGINNING** and containing 94.769 acres (4,128,139 square feet) of land, more or less.

**BEARING BASIS:** Texas Coordinate System, NAD 83, South Central Zone, Grid.

**BOWMAN WORD FILE:** FN2360(sf)

94.769 acres ~ 4,128,139 sq. ft. (Tract 1: South Portion)  
John Williams Survey, A-471; John Williams survey, A-490  
Lydia Glasgow Survey No. 14, A-188  
Hays County, Texas

Job No. 005956-01-108

FN2360(sf)  
Page 4 of 4

THE STATE OF TEXAS  
COUNTY OF TRAVIS

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KNOW ALL MEN BY THESE PRESENTS

That I, Terry L. Rowe, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined a survey made on the ground in December 2019, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 04 day of February 2020 A.D.

Bowman Consulting Group, Ltd.  
Austin, Texas 78746



Terry L. Rowe  
Registered Professional Land Surveyor  
5493 – State of Texas



### FIELD NOTES DESCRIPTION

DESCRIPTION OF 6.891 ACRES (300,168 SQUARE FEET) OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT No. 471 AND THE JOHN WILLIAMS SURVEY, ABSTRACT No. 490, HAYS COUNTY, TEXAS; BEING A PORTION OF TRACT 1: {b} 17.45 ACRES CONVEYED TO MARCIE B. WILLS, ET. AL., RECORDED IN TRUST DISTRIBUTION DEED INSTRUMENT No. 16043487, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY TEXAS (O.P.R.H.C.TX.); SAID 6.891 ACRES OF LAND AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a ½-inch iron rod with a 1-½-inch aluminum cap stamped TX.D.O.T. found on the southwesterly right-of-way line of Wonder World Drive (right-of-way varies), the northeasterly corner of the herein described tract and being a common corner to Partition Deed Tract 1: 17.45 acres conveyed to Marion H. Wills, recorded in Volume 2530 at page 720, O.P.R.H.C.TX. and to called 6.8059 acres conveyed to the City of San Marcos, recorded in Volume 3197 at Page 401, O.P.R.H.C.TX., from said beginning point a ½-inch iron rod with a 1-½-inch aluminum cap stamped TX.D.O.T., found on the northeasterly right-of-way line of said drive and at the southeasterly corner of said 6.8059 acres, bears North 32 degrees 28 minutes 22 seconds East, a distance of 253.66 feet;

**THENCE**, South 32 degrees 24 minutes 03 seconds West, a distance of 648.97 feet, leaving said southwesterly right-of-way line and continuing along the westerly line of said Partition Deed Tract 1: 17.45 acres to a ½-inch iron rod with a 1-½-inch aluminum cap stamped "CMR/PROTECH SURVEYING RPLS 4288" found at the southeasterly corner of the herein described tract and being a common corner to said Partition Deed Tract 1: 17.45 acres and a 94.769 acre partition (Tract 1: South Portion) of Tract 1: {a} 114 acres conveyed to Marice B. Wills, Et. Al., recorded in Trust Distribution Deed Instrument No. 16043487, O.P.R.H.C.TX.;

**THENCE**, North 62 degrees 23 minutes 09 seconds West, a distance of 408.27 feet, leaving said Partition Deed Tract 1: 17.45 acres and continuing along said 94.769 acre partition to a ½-inch iron rod found at the southwesterly corner of the herein described tract and being common corner to the said 94.769 acre partition;

**THENCE**, North 36 degrees 40 minutes 50 seconds East, a distance of 948.05 feet, continuing along the easterly line of said 94.769 acre partition to a calculated point on the southwesterly right-of-way line of Wonder World Drive (right-of-way varies), the northwesterly corner of the herein described tract, and being a common corner to said 94.769 acre partition and aforesaid 6.8059 acres, from which a ½-inch iron rod with a plastic cap stamped "BCG" set in the northeasterly right-of-way line of said drive, bears North 36 degrees 40 minutes 50 seconds East, a distance of 240.46 feet;

**THENCE**, leaving said 94.769 acre partition and continuing with said 6.8059 acres along said southwesterly right-of-way line South 19 degrees 37 minutes 17 seconds East, a distance of 426.38 feet, to the POINT OF BEGINNING and containing 6.891 acres (300,168 square feet) of land, more or less.

6.891 acre ~ 300,168 sq. ft. (Tract 2: South Portion)  
John Williams Survey, A-471; John Williams Survey, A-490  
Hays County, Texas

Job No. 005956-01-108  
FN2357(sf)  
Page 2 of 2

**BEARING BASIS:** Texas Coordinate System, NAD 83, South Central Zone, Grid.

**BOWMAN WORD FILE:** FN2357(sf)

THE STATE OF TEXAS       §  
  §       **KNOW ALL MEN BY THESE PRESENTS**  
COUNTY OF TRAVIS       §

That I, Terry L. Rowe, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined a survey made on the ground in December 2019, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 04 day of February 2020 A.D.

Bowman Consulting Group, Ltd.  
Austin, Texas 78746

  
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Terry L. Rowe  
Registered Professional Land Surveyor  
No. 5493 – State of Texas



## EXHIBIT "A-5"

STATE OF TEXAS  
COUNTY OF HAYS

537.30 ACRES  
JOHN WILLIAMS SURVEYS  
A-471 & A-490

### DESCRIPTION

DESCRIPTION OF A 537.30 ACRE TRACT OF LAND OUT OF THE JOHN WILLIAMS SURVEYS, A-471 AND A-490, HAYS COUNTY, TEXAS, AND BEING ALL OF THAT CERTAIN TRACT OF LAND CALLED TO BE 521.55 ACRES, DESCRIBED IN A PARTITION DEED OF A TRACT OF LAND CALLED TO BE 931.2 ACRES, DESCRIBED IN A DEED TO E. E. POSEY, OF RECORD IN VOLUME 84, PAGE 100, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 521.55 ACRES BEING THE NORTHEAST PORTION OF SAID 931.2 ACRES, AND PARTITIONED TO AARON POSEY, OF RECORD IN VOLUME 1175, PAGE 518, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 537.30 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½ inch iron rod found in the east line of a tract of land called to be 1499 acres, described in a deed to V & H Robinson Ranches, LTD, of record in Volume 1180, Page 659, of the Official Public Records of Hays County, Texas, same being the northwest corner of a tract of land called to be 521.5 acres, described in said partition deed of said 931.2 acres, said 521.5 acres being the southwest portion of said 931.2 acre tract, and partitioned to Edward E. Posey, of record in Volume 1175, Page 518, of the Official Public Records of Hays County, Texas, said iron rod being the southwest corner of said 521.55 acre Aaron Posey tract, and the southwest corner of the herein described tract;

THENCE, with the northwest line of said 521.55 Aaron Posey tract, same being the northwest line of said 931.2 acre tract, and the southeast line of said 1499 acre tract, along or near a fence called for in a boundary line agreement between J. H. Robinson and E. E. Posey of record in Volume 124, Page 496, of the Deed Records of Hays County, Texas, the following fifteen (15) courses:

- 1) N 45° 11' 56" E, 393.70 feet to a fence post;
- 2) N 48° 23' 40" E, 294.34 feet to a fence post;
- 3) N 50° 11' 08" E, 518.35 feet to a fence post;
- 4) N 53° 47' 44" E, 278.58 feet to a fence post;
- 5) N 53° 05' 54" E, 446.64 feet to a fence post;
- 6) N 30° 06' 06" E, 262.30 feet to a fence post;
- 7) N 17° 22' 42" E, 208.90 feet to a 14 inch Live Oak;
- 8) N 53° 56' 33" E, 112.10 feet to a 23 inch Live Oak;
- 9) N 77° 15' 42" E, 285.17 feet to a fence post;
- 10) N 43° 40' 40" E, 874.76 feet to a fence post;
- 11) N 18° 10' 50" E, 377.45 feet to a 30 inch Live Oak;
- 12) N 66° 55' 22" E, 387.53 feet to a fence post;
- 13) N 43° 44' 28" E, 1045.05 feet to a 24 inch Cedar;
- 14) N 09° 33' 02" E, 270.51 feet to a point in the approximate centerline of Purgatory Creek;
- 15) N 29° 02' 26" E, 174.25 feet to a 7 inch Elm found on the north high bank of said Purgatory Creek, in the southerly line of a tract of land called to be 644.89 acres, described in a deed to V & H Robinson Ranches, LTD, of record in Volume 1180, Page 652, of the Official Public Records of Hays County, Texas, for the most westerly northwest corner of said 521.55 acre Aaron Posey tract, and the most westerly northwest corner of the herein described tract;

THENCE, along the north high bank of said Purgatory Creek, with the northeasterly line of said 521.55 acre Aaron Posey tract, same being the northeasterly line of said 931.2

acre tract, and the southwesterly line of said 644.89 acre tract, along or near a fence, the following eight (8) courses:

- 1) S 73° 58' 13" E, 71.71 feet to a 30 inch Live Oak;
- 2) N 53° 17' 31" E, 109.49 feet to a 24 inch Live Oak;
- 3) S 71° 45' 54" E, 95.00 feet to an 8 inch Live Oak;
- 4) S 45° 07' 34" E, 406.51 feet to a double 8 inch -12 inch Cedar;
- 5) S 49° 10' 26" E, 207.85 feet to a 12 inch Cedar;
- 6) S 38° 05' 50" E, 163.77 feet to a 24 inch Cedar;
- 7) S 11° 10' 57" E, 74.98 feet to a 12 inch Live Oak;
- 8) S 49° 06' 15" W, 21.65 feet to a 10 inch Cedar at the top of a bluff on the north side of said Purgatory Creek;

THENCE, with the top of the bluff on the north side of Purgatory Creek, with the northeasterly line of said 521.55 acre Aaron Posey tract, same being the northeasterly line of said 931.2 acre tract, and the southwesterly line of said 644.89 acre tract, along or near a fence, the following two (2) courses:

- 1) S 38° 11' 00" E, 186.65 feet to a 24 inch Cedar;
- 2) S 26° 08' 59" E, 44.64 feet to a 4 inch steel fence post found at the southeasterly corner of said 644.89 acre tract, same being the most westerly southwest corner of a tract of land called to be 659.9 acres, described in a deed to Frost National Bank, Independent Executor & Trustee under the will of Joseph Freeman, of record in Volume 359, Page 863, of the Deed Records of Hays County, Texas;

THENCE, continuing with the top of the bluff along the north side of Purgatory Creek, and with the northeasterly line of said 521.55 acre Aaron Posey tract, same being the northeasterly line of said 931.2 acre tract, and the southwesterly line of said 359.9 acre tract, the following twenty-four (24) courses:

- 1) S 38° 37' 54" E, 194.88 feet to a 20 inch Cedar;
- 2) S 23° 05' 48" E, 144.98 feet to a fence post;
- 3) S 14° 02' 15" E, 211.82 feet to an 11 inch Live Oak;
- 4) S 04° 40' 29" E, 139.98 feet to a fence post;
- 5) S 09° 49' 19" W, 151.17 feet to a fence post;
- 6) S 13° 02' 03" W, 184.87 feet to a 14 inch Cedar;
- 7) S 24° 36' 40" W, 235.14 feet to a 12 inch Cedar;
- 8) S 46° 15' 57" W, 269.96 feet to a fence post;
- 9) S 51° 19' 02" W, 83.65 feet to a fence post;
- 10) S 57° 26' 13" W, 211.29 feet to a 10 inch forked Cedar;
- 11) S 67° 51' 39" W, 292.40 feet to a 12 inch Elm;
- 12) S 53° 11' 33" W, 270.40 feet to a 16 inch Cedar;
- 13) S 48° 38' 33" W, 173.22 feet to a 14 inch Cedar;
- 14) S 39° 43' 05" W, 181.85 feet to a 20 inch Cedar;
- 15) S 46° 41' 09" W, 27.48 feet to a 19 inch Live Oak;
- 16) S 07° 47' 26" W, 63.67 feet to a 15 inch Cedar;
- 17) S 09° 34' 34" E, 122.17 feet to a 19 inch Cedar;
- 18) S 21° 02' 25" E, 95.15 feet to an 18 inch Live Oak;
- 19) S 29° 41' 12" E, 37.43 feet to a 24 inch Live Oak;
- 20) S 55° 58' 24" E, 165.76 feet to a 13 inch Cedar;
- 21) S 69° 05' 17" E, 157.93 feet to a 12 inch dead Cedar;
- 22) S 87° 26' 34" E, 93.93 feet to a 12 inch Cedar;
- 23) N 86° 17' 10" E, 15.00 feet to a 14 inch Cedar;
- 24) S 80° 39' 48" E, 204.22 feet to a fence post;

THENCE, leaving the bluff and continuing with the north high bank of said Purgatory Creek, and with the northeasterly line of said 521.55 acre Aaron Posey tract, same being

the northeasterly line of said 932.2 acre tract, and the south line of said 359.9 acre tract, along or near a fence, the following three (3) courses;

- 1) S 53° 55' 20" E, 303.37 feet to a fence post;
- 2) S 66° 41' 37" E, 129.33 feet to an 18 inch Cedar;
- 3) S 71° 29' 18" E, 295.73 feet to a 4 inch steel fence post at the southeasterly corner of said 659.9 acre tract, same being the southwesterly corner of a tract of land called to be 300 acres, conveyed to Claud Kern Wildenthal, of record in Volume 1385, Page 398, of the Official Public Records of Hays County, Texas, and described in Volume 98, Page 396, of the Deed Records of Hays County, Texas;

THENCE, continuing with the north high bank of said Purgatory Creek, and with the northeasterly line of said 521.55 acre Aaron Posey tract, same being the northeasterly line of said 931.2 acre tract, and the south line of said 300 acre tract, the following four (4) courses:

- 1) S 69° 28' 40" E, 50.13 feet to a 15 inch Live Oak;
- 2) S 65° 47' 52" E, 292.97 feet to a 14-inch Elm;
- 3) S 78° 09' 43" E, 301.48 feet to a ½ inch iron rod found;
- 4) S 60° 49' 36" E, 175.55 feet to a 5/8 inch iron rod with cap set on the north high bank of Purgatory Creek, at the southeasterly corner of said 300 acre tract, and in the westerly line of a tract of land called to be 425.55 acres, conveyed to Clovis R. Baker and Medical X-Ray Consultants, P.A. Profit Sharing Plan and Trust, of record in Volume 1158, Page 659, of the Official Public Records of Hays County, Texas, described in Volume 450, Page 187, of the Real Property Records of Hays County, Texas, for a northeasterly corner of said 521.55 acre Aaron Posey tract, a northeasterly corner of said 931.2 acre tract, and a northeasterly corner of the herein described tract;

THENCE, with the easterly line of said 521.55 acre Aaron Posey tract, same being the easterly and line of said 931.2 acre tract, the following twenty-two (22) courses:

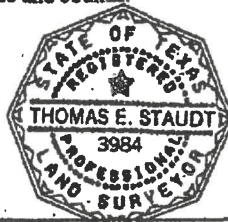
- 1) S 24° 33' 19" W, with the westerly line of said 425.55 acre tract, 97.91 feet to an 18 inch Elm;
- 2) S 11° 32' 00" W, at approximately 34 feet, passing Purgatory Creek and the northwest corner of Lot 40, *The Estates of San Marcos*, a subdivision of record in Volume 5, Pages 180-186, of the Plat Records of Hays County, Texas, and continuing for a total distance of 287.11 feet to a ½ inch iron rod with aluminum cap found for the southwest corner of said Lot 40, same being the northwest corner of Lot 39, of *The Estates of San Marcos*;
- 3) S 20° 44' 35" E, 52.44 feet to a ½ inch iron rod with aluminum cap found;
- 4) S 36° 37' 47" E, 23.85 feet to a ½ inch iron rod with aluminum cap found;
- 5) S 44° 55' 08" E, 236.78 feet to a ½ inch iron rod with aluminum cap found;
- 6) S 45° 21' 42" E, at 225.43 feet passing a ½ inch iron rod found for the southwesterly corner of said Lot 39, same being the northwesterly corner of Lot 37 of *The Estates of San Marcos*, at 329.55 feet passing a ½ inch iron rod with aluminum cap found for the southwesterly corner of said Lot 37, same being the northwesterly corner of Lot 36 of *The Estates of San Marcos*, and continuing for a total distance of 539.93 feet to a ½ inch iron rod found;
- 7) S 44° 24' 17" E, at 135.41 feet passing a ½ inch iron rod found for the southerly corner of said Lot 36, same being the northwesterly corner of Lot 35 of *The Estates of San Marcos*, and continuing for a total distance of 306.78 feet to a ½ inch iron rod found;
- 8) S 14° 03' 27" E, 38.46 feet to a ½ inch iron rod with aluminum cap found for the southerly corner of said Lot 35, same being the westerly corner of Lot 27 of *The Estates of San Marcos*, same being the northwesterly corner of Lot 26 of *The Estates of San Marcos*;
- 9) S 07° 51' 03" W, 111.97 feet to a ½ inch iron rod with aluminum cap found;

- 10) S 09° 11' 03" W, 149.62 feet to a ½ inch iron rod with aluminum cap found for the southwesterly corner of said Lot 26, same being the northwesterly corner of Lot 25 of *The Estates of San Marcos*;
- 11) S 11° 57' 31" W, 161.55 feet to a ½ inch iron rod found for the southwesterly corner of said Lot 25, same being the northwesterly corner of Lot 24 of *The Estates of San Marcos*;
- 12) S 27° 22' 42" W, 69.25 feet to a ½ inch iron rod with aluminum cap found;
- 13) S 34° 39' 27" W, 149.40 feet to a ½ inch iron rod with aluminum cap found for the southwesterly corner of said Lot 24, same being the northwesterly corner of Lot 23 of *The Estates of San Marcos*;
- 14) S 33° 34' 36" W, 104.41 feet to a ½ inch iron rod with aluminum cap found for the southwesterly corner of said Lot 23, same being the northwesterly corner of Lot 22 of *The Estates of San Marcos*;
- 15) S 33° 02' 09" W, 173.57 feet to a ½ inch iron rod with aluminum cap found for the southwesterly corner of said Lot 22, same being the northwesterly corner of Lot 21 of *The Estates of San Marcos*, and the north corner of Lot 18 of *The Estates of San Marcos*;
- 16) S 33° 36' 26" W, 405.61 feet to a ½ inch iron rod with aluminum cap found for the west corner of said Lot 18, same being the north corner of Lot 17 of *The Estates of San Marcos*;
- 17) S 41° 38' 44" W, 199.42 feet to a ½ inch iron rod found;
- 18) S 45° 47' 07" W, 105.78 feet to a ½ inch iron rod found;
- 19) S 44° 54' 58" W, at 45.83 feet passing a ½ inch iron rod with aluminum cap found for the southwesterly corner of said Lot 17, same being the northwesterly corner of Lot 16 of *The Estates of San Marcos*, at 163.05 feet passing a ½ inch iron rod with aluminum cap found for the southwesterly corner of said Lot 16, same being the northwesterly corner of Lot 2, of *The Estates of San Marcos*, and the northerly corner of Lot 1 of *The Estates of San Marcos*, and continuing for a total distance of 294.41 feet to a ½ inch iron rod found;
- 20) S 33° 04' 03" W, 100.72 feet to a ½ inch iron rod found for a westerly corner of said Lot 1, same being the most easterly northeast corner of said 521.5 acre Edward E. Posey tract;

THENCE, across said 931.2 acre tract, with the southerly line of said 521.55 acre Aaron Posey tract, and the northerly line of said 521.5 acre Edward E. Posey tract, the following six (6) courses:

- 1) S 64° 39' 05" W, 158.04 feet to a 5/8 inch iron rod with cap set;
- 2) S 54° 51' 18" W, 138.55 feet to a 5/8 inch iron rod with cap set;
- 3) S 60° 38' 40" W, 247.93 feet to a ½ inch iron rod found;
- 4) N 45° 08' 59" W, 1308.44 feet to a ½ inch iron rod found;
- 5) S 44° 51' 55" W, 1386.56 feet to a ½ inch iron rod found;
- 6) N 45° 08' 30" W, 4435.86 feet to the POINT OF BEGINNING containing 537.30 acres of land within these metes and bounds.

Description accompanied by plat.  
 Surveyed by: Staudt Surveying  
 P.O. Box 1273  
 Dripping Springs, Texas 78620  
 512-858-2236



*Thomas E. Staudt*  
 Thomas E. Staudt Registered Professional Land Surveyor No. 3984 2/12/02  
 Date

Job No. S02080



**EAGLE  
LAND  
SURVEYING**

P.O. Box 2284 Wimberley, Texas 78676 (512) 847-1079 Fax: (512) 847-8522

October 29, 2012

**FIELD NOTES DESCRIBING 100.0 ACRES OF LAND, MORE OR LESS, OUT OF THE J. WILLIAMS SURVEY, A-490, IN HAYS COUNTY, TEXAS, SAID 100.0 ACRES BEING OUT OF THAT TRACT OF LAND CALLED 521.55 ACRES, AS DESCRIBED AND RECORDED IN VOLUME 1175, PAGE 518, HAYS COUNTY OFFICIAL PUBLIC RECORDS, SAID 100.0 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;**

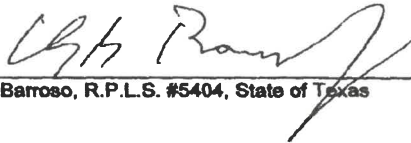
**BEGINNING** at a 1/2" iron pin set on the Westerly, Northeast line of the afore mentioned 521.55 acre tract, said point being S 45°08'34" E, a distance of 2,149.42 feet from the North corner of the 521.55 acre tract, said 1/2" iron pin being the East corner of the herein described 100.0 acres and being the POINT OF BEGINNING for this description;

**THENCE**, S 44°24'29" W, across the 521.55 acre tract, a distance of 2,024.45 feet to a 1/2" iron pin found near the fence on the Southwest line of the 521.55 acre tract, said 1/2" iron pin being the South corner of the herein described 100.0 acres;

**THENCE**, N 45°18'20" W, with the fenced Southwest line of the 521.55 acres, a distance of 2,147.55 feet to a wood fence post found at the West corner of the 521.55 acres, being the West corner of the herein described 100.0 acres;

**THENCE**, N 44°21'23" E, with the fenced Northwest line of the 521.55 acres, a distance of 2,030.57 feet to a 1/2" iron pin found at the North corner of the 521.55 acres, said point being the North corner of the herein described 100.0 acres;

**THENCE**, S 45°08'34" E, with the Northerly, Northeast line of the 521.55 acres, a distance of 2,149.42 feet to the POINT OF BEGINNING containing 100.0 acres of land, more or less. These field notes accompany a survey plat dated October 29, 2012, by Eagle Land Surveying, job number 12-142.



Clyde Barroso, R.P.L.S. #5404, State of Texas






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**658.513 ACRES**

FIELD NOTES A 658.513 ACRE (28,684,814 SQ. FT.) TRACT OF LAND SITUATED IN HAYS COUNTY OUT OF THE JOHN CARSON SURVEY NO. 3, ABSTRACT NO. 80, THE PATRICK MCGREAL SURVEY NO. 1, ABSTRACT NO. 308, THE JOHN WILLIAMS ABSTRACT NO. 490, THE THOMAS H.W. FORSITH SURVEY NO. 2, ABSTRACT NO. 173, AND THE JOHN MAXAMILLIN JR SURVEY NO. 15, ABSTRACT NO. 299 AND BEING THE REMAINDER OF A 716.234 ACRE TRACT OF LAND CONVEYED TO A.J. LEWIS, III TRUSTEE OF RECORD IN VOLUME 769, PAGE 688 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS AND THE REMAINDER OF A 105.55 ACRE TRACT OF LAND CONVEYED TO JOSEPH T. FREEMAN TRUST OF RECORD IN VOLUME 1189, PAGE 94 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: NOTE: ALL IRON RODS SET ARE ½" REBAR WITH AN ORANGE PLASTIC CAP STAMPED "CAWC".

**BEGINNING** at a ½" iron rod found with a TxDot cap in the northeast right-of-way line of Ranch Road 12 for the northeast corner of a 3.433 acre tract of land conveyed to Hays County of record in Volume 4264, Page 511 of the Official Public records of Hays County, Texas for the southeast corner of this tract (from which a disturbed ½" iron rod found bears South 44°28'58" West, 26.63 feet), said rod also being in the west line of a called 53.84 acre tract conveyed to Joy and Stanford Nolen Revocable trust of record in Volume 5323, Page 579 of the Official Public records of Hays County, Texas.

**THENCE**, along an unfenced line, with the southwest line of this tract and the northeast right-of-way line of Ranch Road 12 and the 3.433 acre tract the following seven (7) calls:

1. North 65°28'52" West, 156.32 feet to a ½" iron rod found with a TxDot cap for an angle,
2. North 64°40'03" West, 531.84 feet to a ½" iron rod found with a TxDot cap for the beginning of a curve to the left,
3. Northwesterly with the arc of a curve to the left and, having a radius of 5,561.70 feet, a length of 200.85 feet (Chord bears N 65° 45' 21" W. 200.84 feet) to a ½" iron rod found with a TxDot cap for an angle,
4. North 23°09'12" East, 54.93 feet to a ½" iron rod found with a TxDot cap for an angle,
5. North 66°44'58" West, 1264.69 feet to a ½" iron rod found with a TxDot cap for an angle,
6. South 23°14'55" West, 30.07 feet to a ½" iron rod found with a TxDot cap for an angle, and
7. North 66°44'11" West, 414.92 feet to a ½" iron rod found with a TxDot cap for the north corner of the 3.433 acre tract and the east corner of a 3.025 acre tract of land conveyed to Hays County of record in Volume 4264, Page 511 of the Official Public records of Hays County, Texas for and angle in this tract.

**THENCE**, along an unfenced line, with the southwest line of this tract and the northeast right-of-way line of Ranch Road 12 and the 3.025 acre tract the following Two (2) calls:

1. North 66°45'39" West, 442.76 feet to a ½" iron rod found with a TxDot cap for the beginning of a curve to the right,
2. Northwesterly with the arc of a curve to the right and, having a radius of 2,765.96 feet, a length of 287.68 feet (Chord bears N 63° 47' 19" W. 287.55 feet) feet to a BCG nail for the south corner of a 0.362 of an acre tract of land conveyed to Lazy Oaks Ranch, LP of record in Volume 5367, Page 415 of the Official Public Records of Hays County, Texas for an angle in this tract.

**THENCE**, along an unfenced line, North 35°11'12" East, 41.53 feet with a interior west line of this tract and the east line of the 0.362 of an acre tract to a ½" iron rod set for the west corner of a 0.23 of an acre tract of land conveyed to City of San Marcos of record in Volume 1239, Page 104 of the Official Public Records of Hays County, Texas for an interior corner of this tract.

**THENCE**, along an unfenced line, with a southern interior line of this tract and an exterior line of the 0.23 of an acre and 0.362 of an acre tract the following six (6) calls:

1. South 54°44'16" East, 99.89 feet to a ½" iron rod set for an angle,
2. North 35°15'25" East, 100.11 feet to a ½" iron rod found with a Yellow cap for an angle,
3. North 54°48'38" West, at 100.04 feet passing a disturbed ½" iron rod found for the common corner of the 0.23 and 0.362 acre tracts for a total distance of 230.70 feet to a ½" iron rod found with a BSG cap for an angle,
4. South 35°10'35" West, 99.56 feet to a ½" iron rod set for an angle,
5. South 54°54'58" East, 69.92 feet to a ½" iron rod set for an angle, and
6. South 35°17'47" West, 47.80 feet to a ½" iron rod set for the beginning of a curve to the right.

**THENCE**, along an unfenced line, with the southwest line of this tract and the northeast right-of-way line of Ranch Road 12 and the 3.025 acre tract the following eight (8) calls:

1. Northwesterly with the arc of a curve to the right and, having a radius of 2,764.79 feet, a length of 197.20 feet (Chord bears N 57° 29' 59" W. 197.16 feet) feet to a ½" iron rod found with a TxDot cap for an angle,
2. North 55°26'11" West, 102.23 feet to a ½" iron rod found with a TxDot cap for an angle,
3. North 69°38'09" West, 102.47 feet to a ½" iron rod found with a TxDot cap for an angle,
4. North 55°25'53" West, 278.03 feet to a ½" iron rod found with a TxDot cap for the beginning of a curve to the left,
5. Northwesterly with the arc of a curve to the left and, having a radius of 2,941.91 feet, a length of 381.27 feet (Chord bears N 59° 11' 15" W. 381.00 feet) feet to a ½" iron rod found with a TxDot cap for an angle,
6. North 62°50'31" West, 147.29 feet to a ½" iron rod found with a TxDot cap for an angle,
7. North 27°22'57" East, 24.98 feet to a ½" iron rod found with a TxDot cap for an angle, and
8. North 63°06'26" West, 12.51 feet to a ½" iron rod found with a TxDot cap in the northwest line of the remainder of the 105.55 acre tract and the southeast line of a 3380.19 acre tract of land conveyed to Freeman Harold M. Educational Foundation of record in Volume 359, Page 887 of the Official Public records of Hays County, Texas for the north corner of the 3.025 acre tract and the southwest corner of this tract.

**THENCE**, generally along a fenced line, North 49°56'07" East, 4301.33 feet with the northwest line of this tract and the southeast line of the 3380.19 acre tract to a 4-1/2" iron pipe post found for the north corner of the 105.55 acre tract and the south corner of a 94.23 acre tract of land conveyed to Freeman Harold M. Educational Foundation of record in Volume 1189, Page 99 of the Official Public records of Hays County, Texas for an angle in this tract.

**THENCE**, generally along a fenced line, with the northwest line of this tract and the 716.234 acre tract and the southeast line of the 94.23 acre tract the following Two (2) calls:

1. North 32°58'26" East, 2076.97 feet to a 4-1/2" iron pipe post found for an angle
2. North 37°21'15" East, 2082.73 feet to a 4-1/2" iron pipe post found in a southern line of the 3380.19 acre tract for the northeast corner of the 94.23 acre tract and the northwest corner of the 716.234 acre tract and this tract.

**THENCE**, generally along a fenced line, with the north line of this tract and the 716.234 acre tract and the south line of the 3380.19 acre tract the following Three (3) calls:

1. South 85°18'12" East, 82.80 feet to a ½" iron rod set for an angle,
2. South 84°28'15" East, 452.04 feet to a ½" iron rod set for an angle, and
3. South 84°27'18" East, 432.88 feet to a ½" iron rod found in the center of a dam for the northwest corner of a 155.00 acre tract of land conveyed to Freeman Harold M. Educational Foundation of record in Volume 1189, Page 99 of the Official Public records of Hays County, Texas for the northeast corner of this tract.

**THENCE**, along an unfenced line, South 26°31'56" East, 2269.03 feet with the northeast line of this tract and the southwest line of the 155.00 acre tract cutting across the 716.234 acre tract to a 4" pipe post found in the northwest line of Country Estates 2 Subdivision for the south corner of the 155.00 acre tract and the northeast corner of this tract.

**THENCE**, generally along a fenced line, with the southeast line of this tract and the 716.234 acre tract and the northwest line of the Country Estates 2 Subdivision the following Two (2) calls:

1. South 43°31'02" West, 45.63 feet to a 30" tree with a 1/2" iron rod found in the base for an angle, and,
2. South 25°38'26" West, 5198.16 feet to a 2-7/8" pipe post found for the west corner of the Country Estates 2 Subdivision and the north corner of the 53.84 acre tract for and angle in the 716.234 acre tract and this tract.

**THENCE**, generally along a fenced line, South 43°24'03" West, 1879.39 feet with southeast line of this tract and the 716.234 acre tract and the northwest line of the 53.84 acre tract to the **POINT OF BEGINNING** and containing 658.513 acres of land according to a survey on the ground on November 29, 2018 by CAW Consultants, Inc.

*Craig A. Wallendorf 11-29-18*

Craig A. Wallendorf  
Registered Professional Land Surveyor # 5810

Accompanying Plat Prepared  
File:C/Draw 17-031 Freeman Ranch (M&B 658.513 AC)



### Notes

Residential acreage indicated in gross area. Open Space, Parks, and other community amenities will be within this area

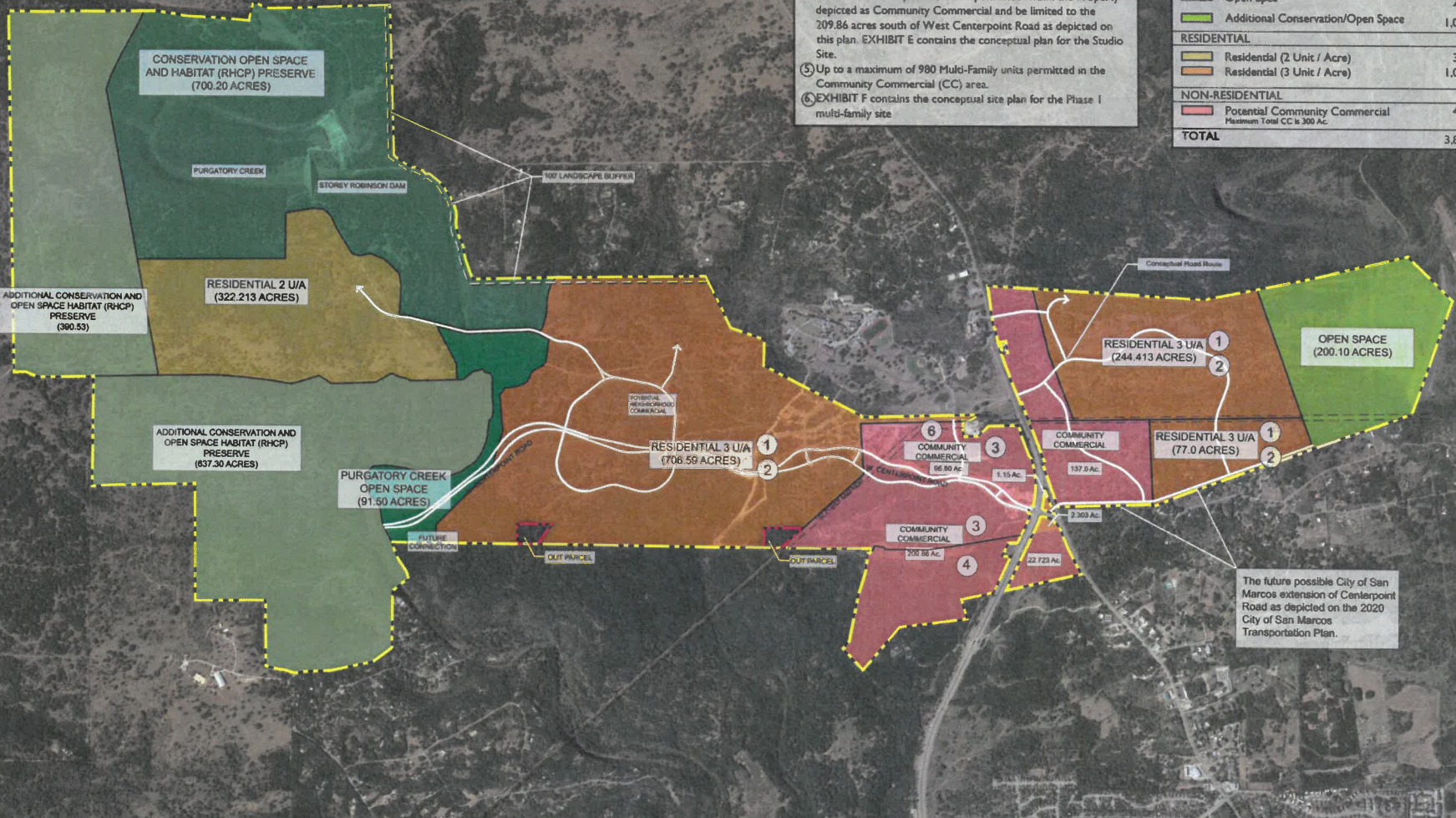
- ① Neighborhood Commercial (NC) uses permitted in accordance with Section 1.04.A.2
- ② Any portion of the Community Commercial may be developed as residential in accordance with Section 1.04.B.1
- ③ Community Commercial (CC) uses permitted in accordance with Section 1.04.A.2. The maximum Community Commercial (CC), shall be 300 acres.
- ④ Community Commercial District for Film and Television Production Facility uses shall be permitted within the Property depicted as Community Commercial and be limited to the 209.86 acres south of West Centerpoint Road as depicted on this plan. EXHIBIT E contains the conceptual plan for the Studio Site.
- ⑤ Up to a maximum of 980 Multi-Family units permitted in the Community Commercial (CC) area.
- ⑥ EXHIBIT F contains the conceptual site plan for the Phase I multi-family site

### Legend

- Property Line
- Out Parcels
- Conceptual Roadway
- 100' Landscape Buffer

### Land Use Schedule

USE	ACREAGE
<b>CONSERVATION / OPEN SPACE</b>	
Conservation / RHCP	700,200 Ac.
Purgatory Creek Open Space <i>Acreage includes 8.5 Ac. of W. Centerpoint ROW</i>	100,000 Ac.
Open Space	200,100 Ac.
Additional Conservation/Open Space	1,027,830 Ac.
<b>RESIDENTIAL</b>	
Residential (2 Unit / Acre)	322,213 Ac.
Residential (3 Unit / Acre)	1,028,003 Ac.
<b>NON-RESIDENTIAL</b>	
Potential Community Commercial <i>Maximum Total CC is 300 Ac.</i>	469,836 Ac.
<b>TOTAL</b>	<b>3,848,182 Ac.</b>



The future possible City of San Marcos extension of Centerpoint Road as depicted on the 2020 City of San Marcos Transportation Plan.

La Cima  
San Marcos

Exhibit B - Conceptual Land Use Plan

SCALE: 1" = 800'  
DATE: 04-05-2022



1811 - Project 895 - 04-05-2022 - 10:00 AM  
Austin, TX 78742  
Tel: (512) 480-8712 Fax: (512) 480-0417  
www.rti.com

All information contained on this plan is for informational purposes only. It is not intended to constitute an offer of insurance or any other financial product. The information is provided for informational purposes only and does not constitute an offer of insurance or any other financial product. The information is provided for informational purposes only and does not constitute an offer of insurance or any other financial product. The information is provided for informational purposes only and does not constitute an offer of insurance or any other financial product.

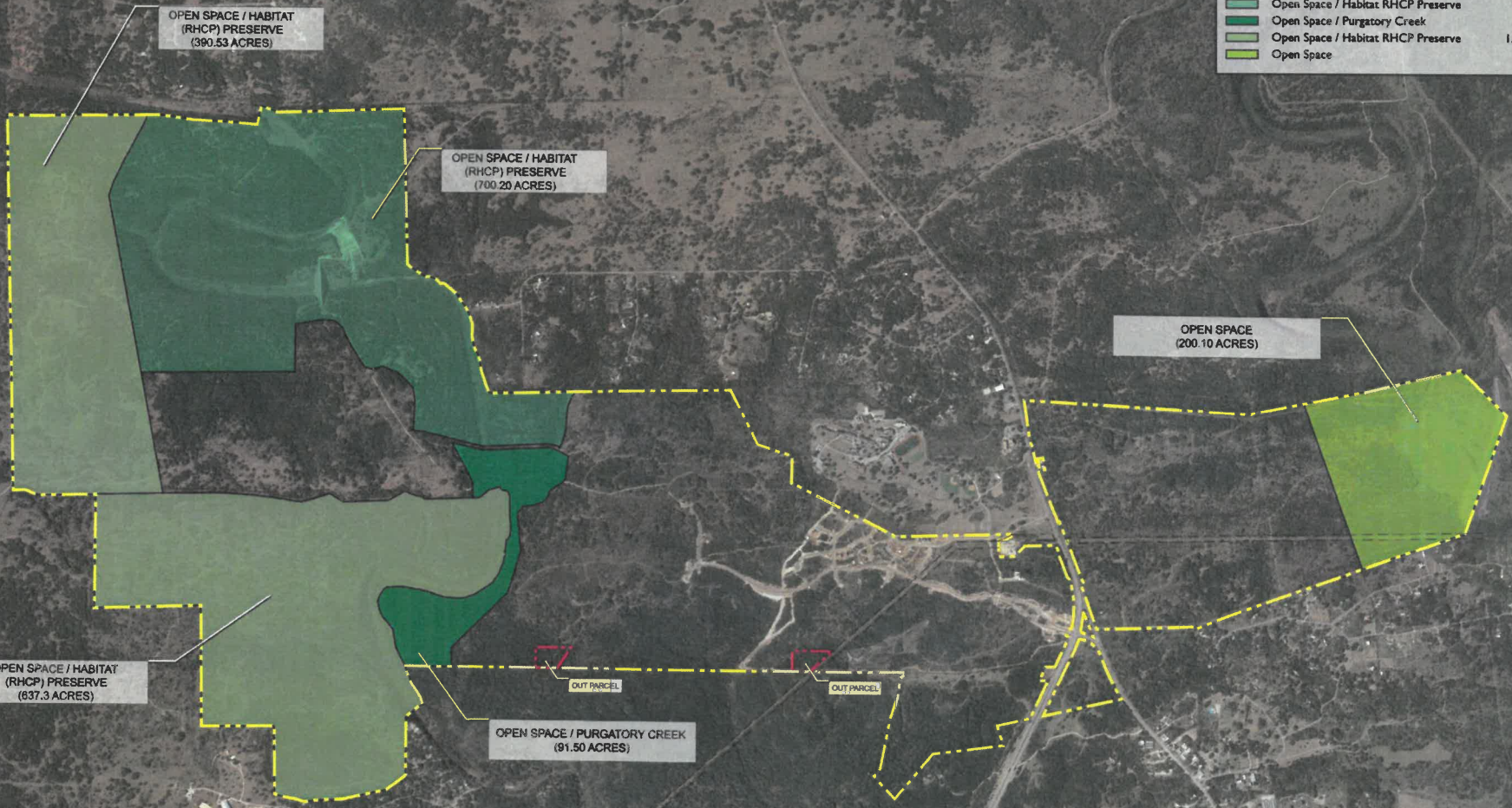
File: L:\2021\11\01\11\_La\_Cima\_Development\_Agreement\_2022\04\05\2022\_La\_Cima\_LU\_Plan\_20220405.dwg

**Legend**

- - - Property Line  
- - - Out Parcels

**Conservation / Open Space**

<span style="color: lightgreen;">■</span> Open Space / Habitat RHCP Preserve	700.20 Ac.
<span style="color: green;">■</span> Open Space / Purgatory Creek	91.50 Ac.
<span style="color: darkgreen;">■</span> Open Space / Habitat RHCP Preserve	1,027.83 Ac.
<span style="color: limegreen;">■</span> Open Space	200.10 Ac.



# La Cima San Marcos

## Exhibit C - Conservation & Open Space Plan

SCALE: 1" = 600'  
 40' 80' 160' 240'  
 DATE: 04-05-2022



1411 West 5th Street - Suite 175  
 Austin, TX 78702  
 Tel: (512) 480-5072 Fax: (512) 480-0417  
 www.rvi.com



All information contained regarding this project is based on current data available. We warrant that we have conducted a reasonable investigation of the information provided and that the information is true and correct. We warrant that the information is true and correct. We warrant that the information is true and correct. We warrant that the information is true and correct.

File: L:\2017\14111 La Cima Development Agreement 1522 04 01 DW System\La Cima - L1 - Exhibits 2022 04 05.rvt

**Exhibit "D"**

**DEVELOPMENT STANDARDS FOR FILM AND TELEVISION PRODUCTION FACILITIES USES**

**Purpose:** The following development standards applicable to any portion of the Property developed as Film and Television Production Facilities Uses (as defined in the Development Agreement) on the Property are set forth to achieve a unique look and character for such Film and Television Production Facilities Uses. The intent is to maintain a consistent look and character for the perimeter area of such Film and Television Productions Facilities Uses while providing flexibility for the internal studio portions of such Film and Television Production Facilities Uses. **Attached as Exhibit "E" is a conceptual rendering of a layout of a studio site, buildings, and parking for the Film and Television Production Facilities Uses on approximately 75 acres of the Property (the "Studio Site").**

1. **Approvals and Controls:** All buildings and site improvements will be submitted to the Film and Television Development Team for conformance with the Architectural Codes and Regulations, and if conforming the specific building or improvement will be submitted to the City of San Marcos for review and approval following compliance with all applicable City Codes and Ordinances. Such buildings and site improvements are intended to be substantially similar to **the conceptual Studio Site plan on Exhibit "E", subject to such changes as may be reviewed and approved by the Director of Development Services at the time of site planning.**
  
2. **Approved Uses:** Without limiting the possible uses that may be applicable to any Film and Television Production Facilities Uses, such Film and Television Production Facilities Uses may include:
  - Production Studios
  - Workshops
  - Production Warehouses
  - Support Commercial Businesses
  - Studio Production Equipment Rental
  - Restaurant, Catering, Mobile Food, and Retail
  - Bar with sale and on premises consumption of alcohol shall require a Conditional Use Permit
  - Temporary Production sets
  - Location and size of facilities not limited, except as noted below
  - Outdoor recreational areas including executive golf activities, climbing Material Storage Areas (Covered or enclosed structures)
  
3. **General Development Regulations**
  - A. **Block Requirements:** No limit on lot size of the Studio Site.
  - B. **Setbacks:**
    1. **Film and Television Facilities -** Buildings adjacent to Wonder World Drive will have a minimum setback of 100 feet from the Right of Way. Buildings adjacent to West Centerpoint Road will have a setback of 100 feet from the Right of Way.

2. **Future Development** – Buildings adjacent to West Centerpoint Road as part of Future Development will have a setback of 25 feet from the Right of Way.
- C. **Entrances:** Entrances to the Studio Site will be located at the existing curb cut on Wonder World Drive and at Split Rock Path on West Centerpoint Rd generally as shown on the conceptual site plan for the Studio Site attached as Exhibit E. These entrances will provide controlled access to the secured Studio Site. A turnaround location will be provided as part of the Studio Site generally as shown on Exhibit E.
- D. **Driveway Dimensions: Maximum radius at 30'** on Wonderworld Drive.
- E. **Cut and Fill Requirements:** Cut and Fill of 30ft will be allowed for the construction of the Studio Site. The Studio Site will cover approximately 75 acres generally as shown on Exhibit E.
- F. **Fencing:** Perimeter fencing up to a maximum height of 10ft will be allowed around the Studio Site. Decorative fencing will be constructed of steel or aluminum at such locations generally as shown on Exhibit E. No Perimeter fencing associated with the studio site will be located closer than 100ft of any adjacent public Right of Way.
- G. **Signage:** Each building will be allowed two building wall signs or one building wall sign and one monument sign. In addition to this primary signage, site directional signage will be allowed as required for direction of pedestrian or traffic flows. Interior signage will not be limited in size or illumination and will face the interior of the site and will be limited to facades of interior facing buildings, driveways and parking areas.
- H. **Sidewalks:** Sidewalks and/or easements for sidewalks will be provided along all public street frontages, including Wonder World Drive. City may accept in accordance with Section 3.8.1.2 of the Land Development Code as amended on September 1, 2020, as supplemented and modified, a cash fee for the installation of all or part of such sidewalk adjacent to Wonder World Drive.
- I. **Lighting Standards:** Exterior Lighting will be provided with cutoff type fixtures at various mounting heights. Street lighting will be themed, utilitarian security lighting and general illumination lighting will be mounted to allow fixtures to be controlled as production needs occur to override light sensors. All lighting will have controls to allow prescribed areas to be turned on or off as needed by the productions. All lighting will comply with all applicable City Codes and Ordinances.
- J. **Architectural Style:**
  1. **Entry Monuments:** All areas and vehicle entrances from Wonder World Drive and West Centerpoint Road will incorporate natural materials at each entry.
  2. **Building Facades:** The character of building facades will be reflective of the character of the general nonresidential architectural design standards in Section of 1.04.E.2 of the Development Agreement but not held to the percentage of material requirements set forth therein.
- K. **Size/Height:**
  1. Studio Support Businesses adjoining Wonder World Drive and West Centerpoint Road will be limited to 40 feet in height. Buildings will not be limited in area but will require

no more than 100 feet of unbroken mass before a minimum 2 x 2-foot articulation occurs to break the massing.

2. Studio Production Areas including workshops and interior support buildings will be limited to 65 feet in height measured from average grade around buildings to average roof height. Only sound stages may exceed 65 feet in height and a maximum of 90 feet in height.
  3. Office buildings shall be limited to 110' tall, which include lower levels below grade and screening structures on roofs.
  4. Specialty areas such as water towers, silos, or steeples, or any temporary set structure will not be restricted. Temporary shall mean for a period of 180 days with ability to extend time in 180-day increments with City Staff approval.
- L. Materials:** Structures within the Studio Site will have consistent details using brick, concrete, wood appearance, stucco, or stone material, or facades that simulate the same material. Structures include studios and workshops with metal siding, painted or natural concrete, stucco, brick, stone, or wood (or facades that simulate the material). Temporary sets may include plastics or other materials to simulate exterior materials. All materials will be approved by city building officials.
- M. Roofs:**
1. Studio roofs will not be limited in materials or pitch.
- N. Tree Save Areas:** Credit for all Trees saved outside the Limits of Construction within the 209.86 will be applied toward Trees removed within in the 209.86 acres.
- O. Landscaping:**
1. Perimeter landscaping will be grass and indigenous materials with xeriscape characteristics. All perimeter landscaping will at a minimum meet the landscape requirements in Section of 1.04.F of the Development Agreement applicable to Film and Television Productions Facilities Uses.
  2. All interior landscape and parking lot landscape requirements shall be waived and exempt from City of San Marcos and Section of 1.04.F of the Development Agreement within the secured studio area.
- P. Parking Areas:** Parking areas within 100 feet of Wonder World Drive and West Centerpoint Road will be visually screened by evergreen hedges and/or landscaped berms at a typical height of 4 feet.
- Q. Parking Requirements:** The Studio Site will have 65 permanent parking spaces per stage and up to 800 permanent parking spaces will be provided at full build out of the Studio Site. Up to an additional 400 flexible spaces will be provide as needed.
- R. Bicycle Parking:** At minimum one bicycle rack holding up to a minimum of 5 bikes will be provided per building and additional racks provided as needed per developer.
- S. Screening requirements:** All dumpsters located within 200 feet of a Public Street or where visible from a public street will be screened.
- T. Noise Standards:** Outdoor productions generating greater than 85 decibels at the Studio Site boundary require advance notice to residents within 1,500 feet of such productions.

- U. Hours of Operation:** Production schedules will not limit hours of operation.
- V. Transit Stop:** A transit stop will be located adjacent to West Centerpoint Road at or near the intersection of Split Rock Road at such location as mutually agreed to with City and at such time that there is a public need for such transit stop.



Conceptual Rendering of Studio Site

# EXHIBIT - E

SAN MARCOS, TEXAS

2021-10-20

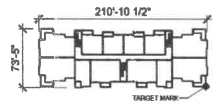


**BUILDING KEY**

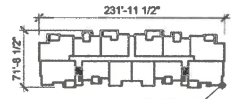


**UNIT TABULATION**

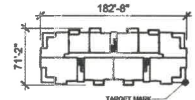
UNIT TYPE	#UNITS	%
A - ONE BEDROOM, ONE BATH	166	54%
B - TWO BEDROOM, TWO BATH	130	43%
C - THREE BEDROOM, TWO BATH	8	3%
<b>TOTAL</b>	<b>304</b>	<b>100%</b>



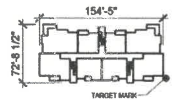
**BUILDING 'A'** 2 STORY  
3 REQ'D



**BUILDING 'B'** 3 STORY  
2 REQ'D



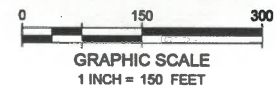
**BUILDING 'C'** 3 STORY  
3 REQ'D



**BLDG D** 2 STORY  
2 REQ'D

**BLDG E** 3 STORY  
2 REQ'D

**BUILDING 'D' OR 'E'** TOTAL  
4 REQ'D



**EXHIBIT F - LA CIMA PHASE 1 MULTI-FAMILY**

**THE STATE OF TEXAS**

**COUNTY OF HAYS**

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

**22046142      AGREEMENT**  
09/28/2022 02:17:10 PM Total Fees: \$294.75

 Elaine H. Cárdenas

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