

**INTERLOCAL AGREEMENT BETWEEN
HAYS COUNTY AND THE CITY OF SAN MARCOS
RELATED TO THE FM 621 SAFETY IMPROVEMENTS PROJECT**

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF HAYS §

This Interlocal Agreement (the “**Agreement**”) is entered into as of this _____ day of _____, 2022, by and between Hays County, a political subdivision of the State of Texas (the “**County**”) and the City of San Marcos, a Texas home-rule municipality (the “**City**”) (collectively, the “**Parties**”). In this Agreement, the City and the County are sometimes individually referred to as “**a Party**” and collectively referred to as “**the Parties**”.

RECITALS

WHEREAS, V.T.C.A., Government Code, Chapter 791, cited as the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

WHEREAS, the County desires to rehabilitate FM 621 from 650 feet west of De Zavala Drive to 1,000 feet east of CR 266 (Old Bastrop Highway); and

WHEREAS, a portion of FM 621 lies within the city limits of San Marcos; and

WHEREAS, the County and the City desire to cooperate in the expeditious rehabilitation of FM 621 from 650 feet west of De Zavala Drive to 1,000 feet east of CR 266 (Old Bastrop Highway) (the “**Project**”);

NOW THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

**I.
PURPOSE**

1.01 General. The purpose of this Agreement is to provide for the City’s participation in the design and construction of the Project. The Project includes the construction of turn lane and shoulder improvements, at the approximate location shown on Exhibit A.

II. COUNTY OBLIGATIONS

2.01 Design Costs. The County shall be responsible for contracting with the firm of RPS Engineering (“Design Firm”) regarding the engineering and design costs for the Project. The Project Design Costs are estimated to be \$941,500.

2.02 Construction Costs. The County shall be responsible for all costs associated with the construction of the Project, with the exception of the construction costs related to the proposed improvements near the De Zavala Drive cross-street, which include the adjustment of one manhole lid, adjustment of three water valve covers, construction of one concrete trench cap, and construction of a sidewalk between De Zavala Drive and Hilltop Drive. These improvements are shown on Exhibit B. The costs for these improvements are \$269,366.00 and are based on awarded bid costs. Improvement costs with bid unit prices are shown on Exhibit C. The estimated total Project Construction Cost for the entire FM1 Project (Phase 1 and Phase 2) is \$5,593,003.0044.

2.03 Acquisition of Utility Easements. The Project dictates that certain utility easements to the City must be partially released to make way for the County’s expanded right-of-way. As a result, three new easements to replace such released portions of the City’s utility easements are needed. The County, therefore, shall be responsible for the acquisition, at the County’s sole expense, of three parcels at or around CR 266 (Old Bastrop Highway) to be utilized by the City as utility easements. The County shall dedicate the utility easements to the City. The total estimated acquisition costs (including appraisal and acquisition costs) for the 3 parcels is \$10,000.00. The 3 easements to be acquired are shown on Exhibit D. The County shall also be responsible for the acquisition of an additional easement at or around CR 266 (Old Bastrop Highway) to be utilized by the City as a utility easement. The County shall dedicate the utility easement to the City. The City will be responsible for the costs associated with this utility easement, estimated at \$20,000.00. The three utility easements to be acquired and paid for by the County are shown on Exhibit D. The utility easement to be acquired by the County and paid for by the City is shown on Exhibit E. Concurrent with the dedication of the easements to the City, the City will execute one or more releases of easement that release(s) the portions of the City’s easements that encroach into the County’s expanded right-of-way. The forms and timing of the execution and recording of all such instruments shall be subject to the mutual written approval of legal counsel for the County and the City.

2.04 Construction Plans. The County and the City will mutually approve the plans and specifications related to the Project. Any changes or modifications to the plans will be submitted to the City for review and approval prior to commencing construction.

III. CITY OBLIGATIONS

3.01 Design Reimbursements. As stated above, the County shall contract with the Design Firm, and be responsible for the payment of all Design Firm invoices. Design costs for any changes requested by the City during construction shall be negotiated with the County and be addressed in an Amendment to this Interlocal Agreement, as appropriate.

3.02 Construction Reimbursements. As stated above, the County shall be responsible for all costs associated with the construction of the Project with the exception of the construction costs related to the proposed improvements near the De Zavala Drive cross-street, which include the adjustment of one manhole lid, adjustment of three water value covers, construction of one concrete trench cap, and construction of a sidewalk between De Zavala Drive and Hilltop Drive. Construction costs for these proposed improvements are \$269,366.00 and are shown on Exhibit C. Reimbursement for these costs will be made within 30 days after the City's receipt of an invoice from Hays County. Construction costs for any changes requested by the City during construction shall be negotiated with the County and be addressed in an Amendment to this Interlocal Agreement, as appropriate.

3.03 Utility Acquisition Reimbursement. As noted above, the County will acquire an additional easement that will be the cost responsibility of the City. The estimated costs associated with this additional easement are anticipated to be \$20,000.00. The additional easement to be acquired by the County is shown on Exhibit E. Reimbursement by the City for the cost of this additional easement will be made within 30 days after the City's receipt of an invoice from the County.

IV. DISPUTES

4.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

4.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agree that after providing notice and an opportunity to cure in accordance with Section 4.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure

conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

4.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

V. GENERAL PROVISIONS

5.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

5.02 Term. This Agreement shall commence upon execution of this Agreement and shall end upon the acceptance of the project.

5.03 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

5.04 Default and Remedies. If City fails to pay for Services under this Agreement and continues such failure for thirty (30) days after the County provides written notice to cure, City shall be deemed to be in default under this Agreement. In the event that the County defaults under this Agreement, and such default is not cured, City may, in addition to any other remedy at law or in equity, immediately terminate this Agreement or seek specific performance of this Agreement.

5.05 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

5.06 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

5.07 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the Project shown in the map attached hereto as Exhibit A.

5.08 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

5.09 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Hays County, Texas.

5.10 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

CITY: 630 East Hopkins
San Marcos TX, 78666
Attn: Shaun Condor
Telephone: (512) 393-8134
Facsimile: N/A
Email: scondor@sanmarcostx.gov

COUNTY: Hays County Dept. of Transportation
2171 Yarrington Road
San Marcos, Texas 78666
Attn: Jerry Borcharding, P.E.
Telephone: (512) 393-7385
Facsimile: (512) 393-7393

5.11 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

5.12 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

5.13 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.

5.14 No Joint Venture. The County Project is a sole project of the County and is not a joint venture or other partnership with the City.

(SIGNATURES ON FOLLOWING PAGE)

HAYS COUNTY

By: _____
Ruben Becerra, County Judge

Date: _____

ATTEST:

By: _____
Elaine H. Cárdenas, MBA, PhD
County Clerk

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2022, by Ruben Becerra, County Judge of Hays County, Texas, on behalf of said County.

Notary Public, State of Texas

CITY OF SAN MARCOS, TEXAS

By: _____
Stephanie Reyes, Interim City Manager

Date: _____

ATTEST:

By: _____
Tammy K. Cook, City Clerk

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2022, by Stephanie Reyes, Interim City Manager of the City of San Marcos, a Texas home-rule city, in such capacity, on behalf of said city.

Notary Public, State of Texas

**EXHIBIT A
PROJECT LOCATION**

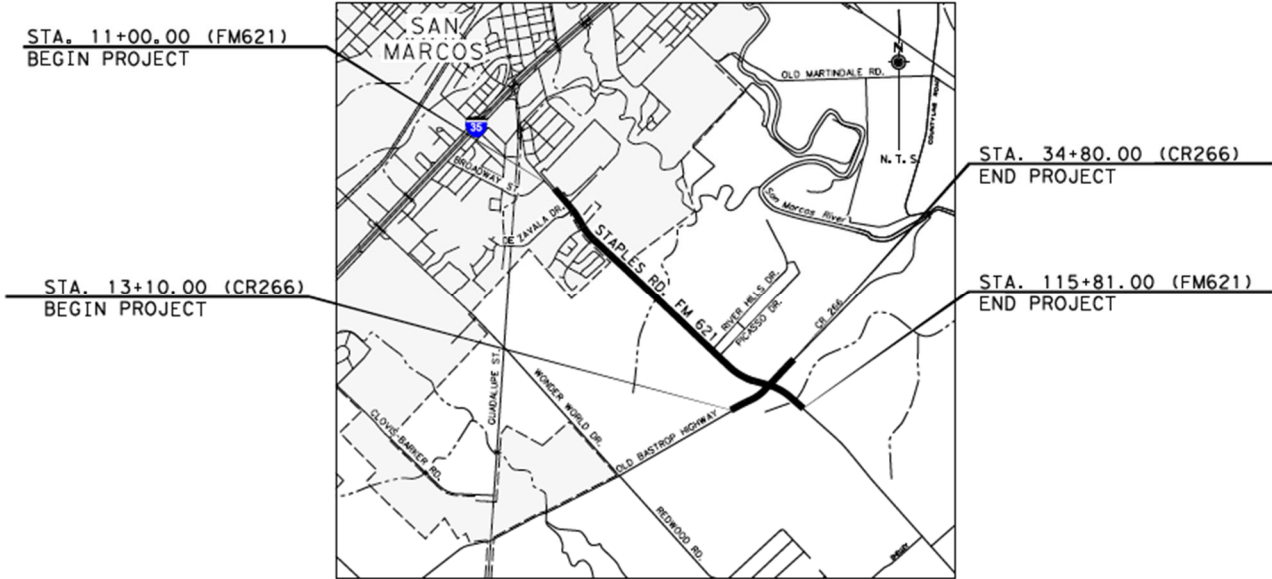
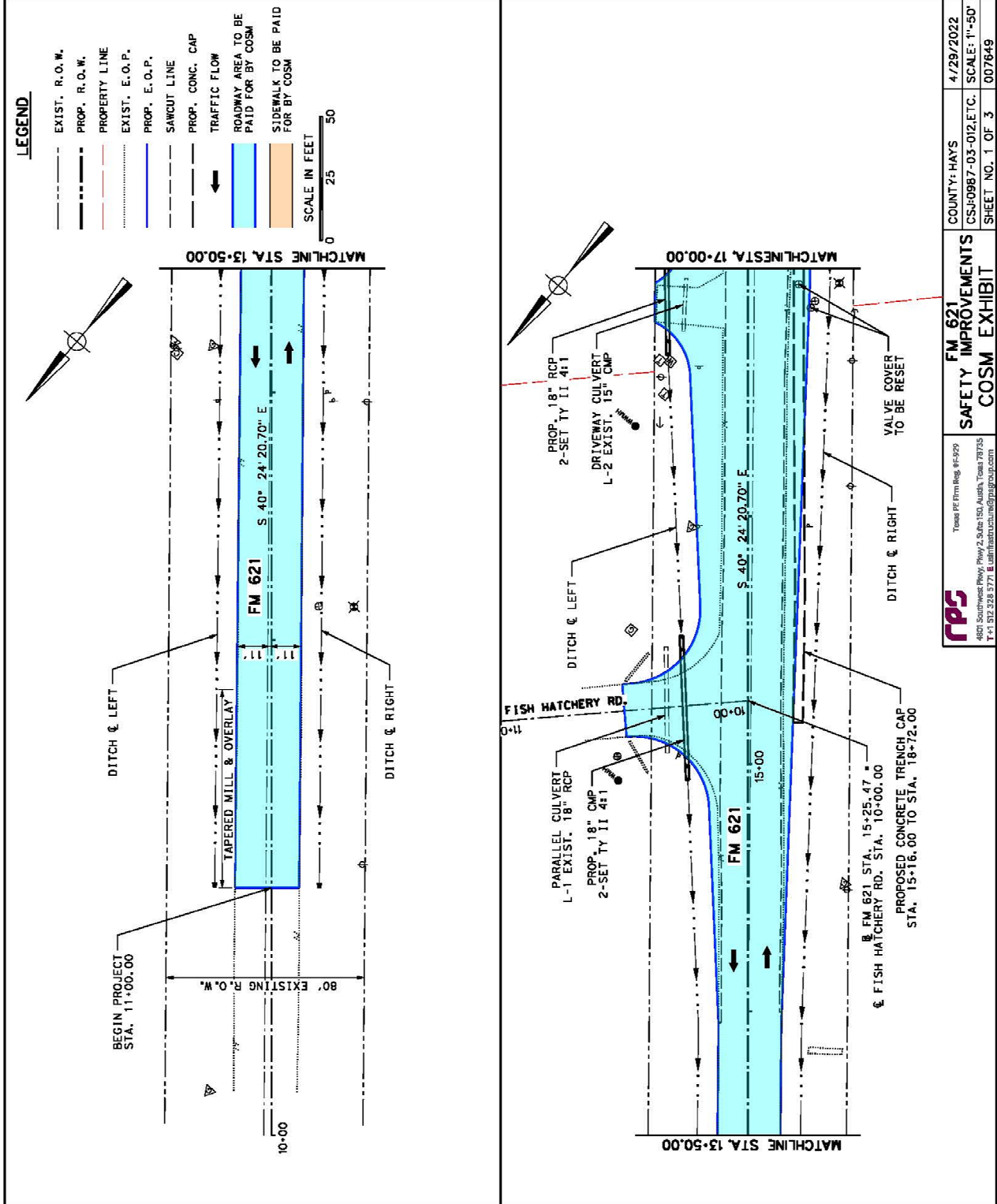
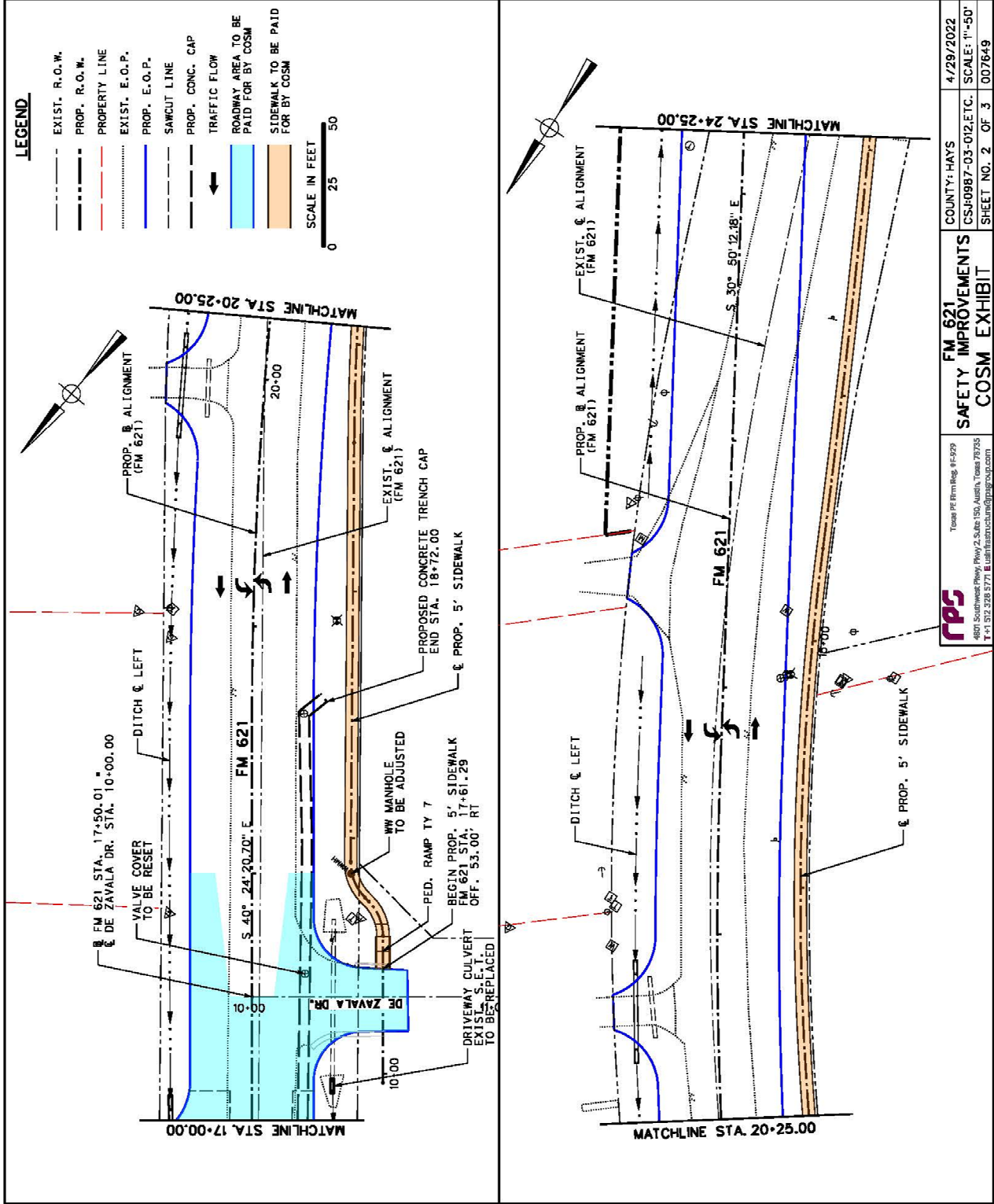


EXHIBIT B IMPROVEMENTS NEAR DE ZAVALA DRIVE LOCATION

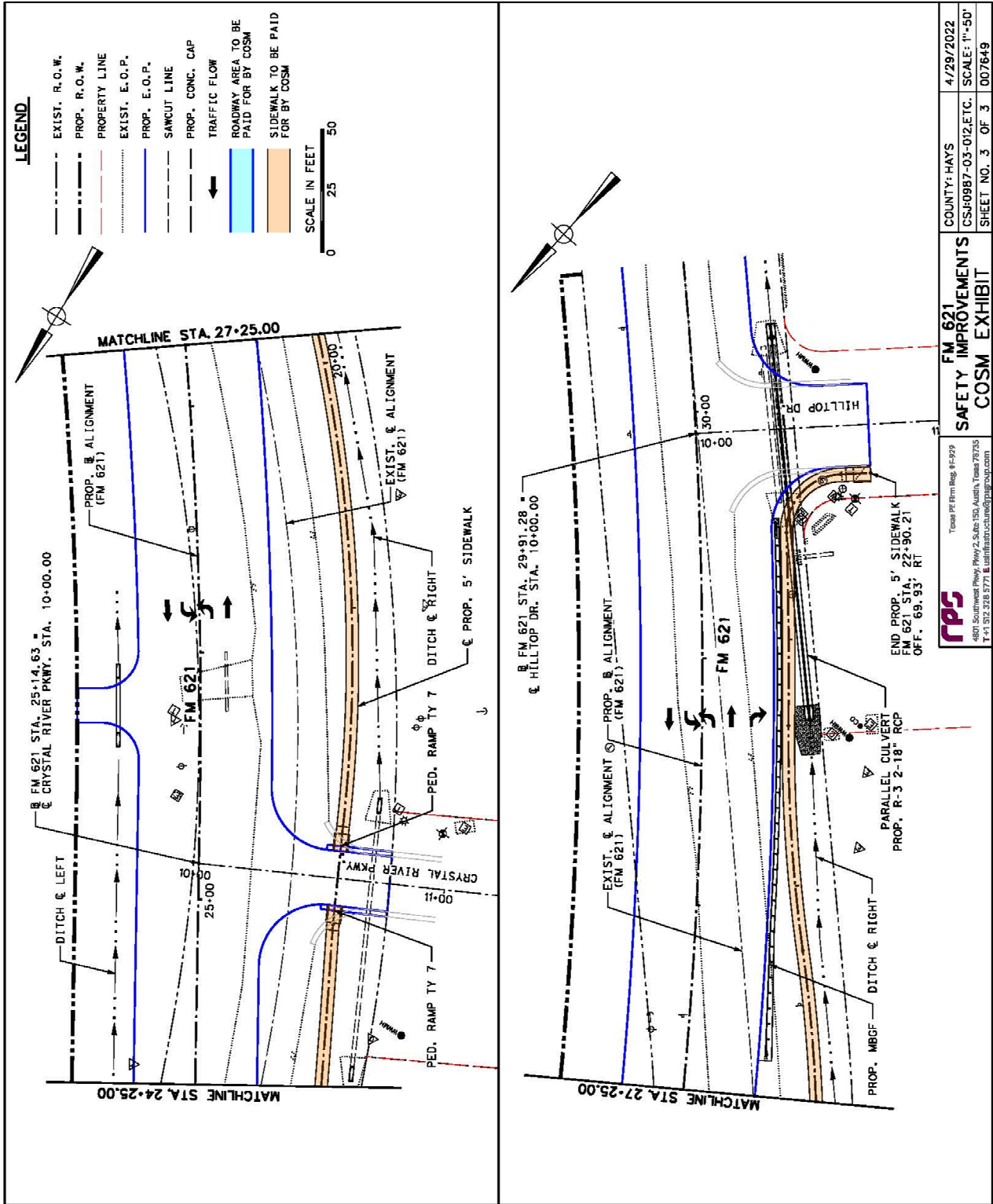


<p>4801 Southwest Blvd, Suite 150, Aurora, Texas 78015 T: +1 512 328 5771 E: info@rpsinc.com</p>	<p>County: HAYS</p> <p>CS-0987-03-012.ETC.</p> <p>SHEET NO. 1 OF 3</p>	<p>4/29/2022</p> <p>SCALE: 1"=50'</p> <p>007649</p>
	<p>FM 621</p> <p>SAFETY IMPROVEMENTS</p> <p>COSM EXHIBIT</p>	
	<p>Texas PE Firm Reg. #63979</p>	



 Total Projecting: 11529 4801 Southwest Hwy, Suite 150, Austin, Texas 78735 T: 512.328.5771 E: info@rpsgroup.com	FM 621 SAFETY IMPROVEMENTS COSM EXHIBIT	COUNTY: HAYS CS-190987-03-012.ETC. SHEET NO. 2 OF 3	4/29/2022 SCALE: 1"=50' 007649
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4/29/2022	9:46:14 AM
CS-R0987-03-012.ETC.	4/29/2022
SHEET NO. 3 OF 3	CS-R0987-03-012.ETC.
007649	CS-R0987-03-012.ETC.
FM 621 SAFETY IMPROVEMENTS COSM EXHIBIT	
Texas PE Firm Reg. #15599 4801 Southwest Pkwy, Pkwy 2, Suite 150, Austin, Texas 78735 T-512.328.5771 E- info@rpsgroup.com	

4/29/2022 9:46:14 AM c:\pwworking\p\pgr\p-w-bentley.com-rps\group-pw-0\new user\dma07581\COSM-SDWLK Exhibit_03.dgn

EXHIBIT C
IMPROVEMENTS NEAR DE ZAVALA DRIVE
CONSTRUCTION COST



HAYS COUNTY
FM 621 SAFETY IMPROVEMENTS
PRELIMINARY CONSTRUCTION COST ESTIMATE

From 650' west of De Zavala Dr. to
De Zavala Dr.
Project Length = 550 LF (0.104 MI)

FOR REVIEW ONLY
DO NOT USE FOR PERMITTING, BIDDING, OR
CONSTRUCTION.

10/14/2021

ITEM NO.	DESC. CODE	DESCRIPTION	ENGLISH UNIT	PRICE PER UNIT	CITY ESTIMATED QUANTITY	TOTAL AMOUNT
REMOVAL ITEMS						
100	6002	PREPARING ROW	STA	\$739.26	6	\$4,435.56
104	6009	REMOVING CONC (RIPRAP)	SY	\$9.99	10	\$99.90
104	6029	REMOVING CONC (CURB OR CURB & GUTTER)	LF	\$6.66	40	\$266.40
105	6030	REMOVING STAB BASE & ASPH PAV (8"-14")	SY	\$5.87	850	\$4,989.50
496	6050	REMOV STR (DRIVEWAY CULVERT)	EA	\$0.01	3	\$0.03
Removal Subtotal						\$9,791
ROADWAY ITEMS						
110	6001	EXCAVATION (ROADWAY)	CY	\$14.55	458	\$6,663.90
132	6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	CY	\$14.55	221	\$3,215.55
247	6366	FL BS (CMP IN PLC)(TY A GR 5)(FNAL POS)	CY	\$37.80	381	\$14,386.17
260	6002	LIME (HYDRATED LIME (SLURRY))	TON	\$210.00	30	\$6,300.00
260	6009	LIME TRT (EXST MATL)(10")	SY	\$2.28	1,348	\$3,073.44
351	6004	FLEXIBLE PAVEMENT STRUCTURE REPAIR(8")	SY	\$43.38	130	\$5,639.40
420	6029	CL C CONC (CAP)	CY	\$1,097.12	14	\$15,359.68
531	6002	CONC SIDEWALKS (5")	SY	\$49.59	653	\$32,357.48
531	6008	CURB RAMPS (TY 5)	EA	\$1,820.13	1	\$1,820.13
531	6010	CURB RAMPS (TY 7)	EA	\$1,820.13	3	\$5,460.39
540	6001	MTL W-BEAM GD FEN (TIM POST)	LF	\$28.20	210	\$5,922.00
544	6006	GDRAIL END TRT(INST)(WOOD POST)(TY III)	EA	\$3,188.00	2	\$6,376.00
3076	6001	D-GR HMA TY-B PG64-22	TON	\$66.54	319	\$21,226.26
3076	6013	D-GR HMA TY-B PG64-22 (LEVEL-UP)	TON	\$71.79	32	\$2,297.28
3076	6048	D-GR HMA TY-D PG76-22	TON	\$75.99	349	\$26,520.51
3085	6001	UNDERSEAL COURSE	GAL	\$3.38	270	\$912.60
5007	6036	ADJUST OF WTR VLVE COVRS AND VLVE STCKS	EA	\$1,200.00	3	\$3,600.00
5007	6039	ADJUSTMENT OF WASTEWATER MANHOLES	EA	\$2,000.00	1	\$2,000.00
Roadway Subtotal						\$163,131
Traffic Control						
508	6001	CONSTRUCTING DETOURS	SY	\$41.52	173	\$7,182.96
512	6009	PORT CTB (FUR & INST)(LOW PROF)(TY 1)	LF	\$20.00	300	\$6,000.00
512	6010	PORT CTB (FUR & INST)(LOW PROF)(TY 2)	LF	\$20.00	80	\$1,600.00
512	6033	PORT CTB (MOVE)(LOW PROF)(TY 1)	LF	\$10.00	260	\$2,600.00
512	6034	PORT CTB (MOVE)(LOW PROF)(TY 2)	LF	\$12.00	80	\$960.00
512	6057	PORT CTB (REMOVE)(LOW PROF)(TY 1)	LF	\$8.00	300	\$2,400.00
512	6058	PORT CTB (REMOVE)(LOW PROF)(TY 2)	LF	\$8.00	80	\$640.00
662	6004	WK ZN PAV MRK NON-REMOV (W)4"(SLD)	0.15	\$0.20	3,085	\$617.00
662	6034	WK ZN PAV MRK NON-REMOV (Y)4"(SLD)	0.15	\$0.20	4,186	\$837.20
Total						\$22,837.16

DRAINAGE ITEMS						
464	6003	RC PIPE (CL III)(18 IN)	LF	\$65.88	98	\$6,456.24
467	6363	SET (TY II) (18 IN) (RCP) (6: 1) (P)	EA	\$1,097.12	1	\$1,097.12
					Drainage Subtotal	\$7,553
SIGNING AND PAVEMENT MARKINGS						
666	6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	\$7.50	37	\$277.50
666	6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	\$75.00	2	\$150.00
666	6141	REFL PAV MRK TY I (Y)12"(SLD)(100MIL)	LF	\$4.00	52	\$208.00
666	6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	\$0.11	871	\$95.81
666	6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	\$2.50	37	\$92.50
666	6184	REFL PAV MRK TY II (W) (ARROW)	EA	\$40.00	2	\$80.00
666	6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	\$0.07	1,644	\$115.08
666	6303	REFL PAV MRK TY I (W)4"(SLD)(100MIL)	LF	\$0.35	871	\$304.85
666	6315	REFL PAV MRK TY I (Y) 4"(SLD)(100ML)	LF	\$0.37	1,644	\$608.28
672	6009	REFL PAV MRKR TY II-A-A	EA	\$3.00	60	\$180.00
					Signing, Pavement Markings and Signals Subtotal	\$2,112
SW3P						
160	6003	FURNISHING AND PLACING TOPSOIL (4")	SY	\$1.00	1,634	\$1,634.00
164	6023	CELL FBR MLCH SEED(PERM)(RURAL)(CLAY)	SY	\$0.40	1,634	\$653.60
164	6071	BROADCAST SEED (TEMP)(WARM OR COOL)	SY	\$0.16	1,634	\$261.44
166	6002	FERTILIZER	TON	\$1,661.42	0.2	\$332.28
168	6001	VEGETATIVE WATERING	MG	\$19.98	130	\$2,597.40
169	6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	SY	\$0.98	1,634	\$1,601.32
506	6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	\$2.14	1,234	\$2,640.76
506	6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	\$0.46	1,234	\$567.64
					SW3P Subtotal	\$10,288
					Construction Sub-Total	\$215,713
500	2001	MOBILIZATION (10% BID PRICE)	LS	\$290,291.74	0	\$ 29,029.00
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING (10%)	MO	\$5,087.88	6	\$ 3,053.00
		CONTINGENCIES (10% OF ALL ITEMS EXCLUDING MOBILIZATION)	LS	1		\$ 21,571.00
					CITY TOTAL	\$ 269,366

EXHIBIT D
UTILITY EASEMENTS TO BE ACQUIRED AND PAID BY COUNTY

SKETCH TO ACCOMPANY A DESCRIPTION OF 0.018 ACRES (APPROXIMATELY 767 SQ. FT.) IN THE JOHN MCGUIRE SURVEY, ABSTRACT NO. 320, HAYS COUNTY, TEXAS, BEING A PORTION OF A CALLED 119.988 ACRE TRACT DESCRIBED IN A DEED OF RECORD IN DOCUMENT NO. 19040023 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

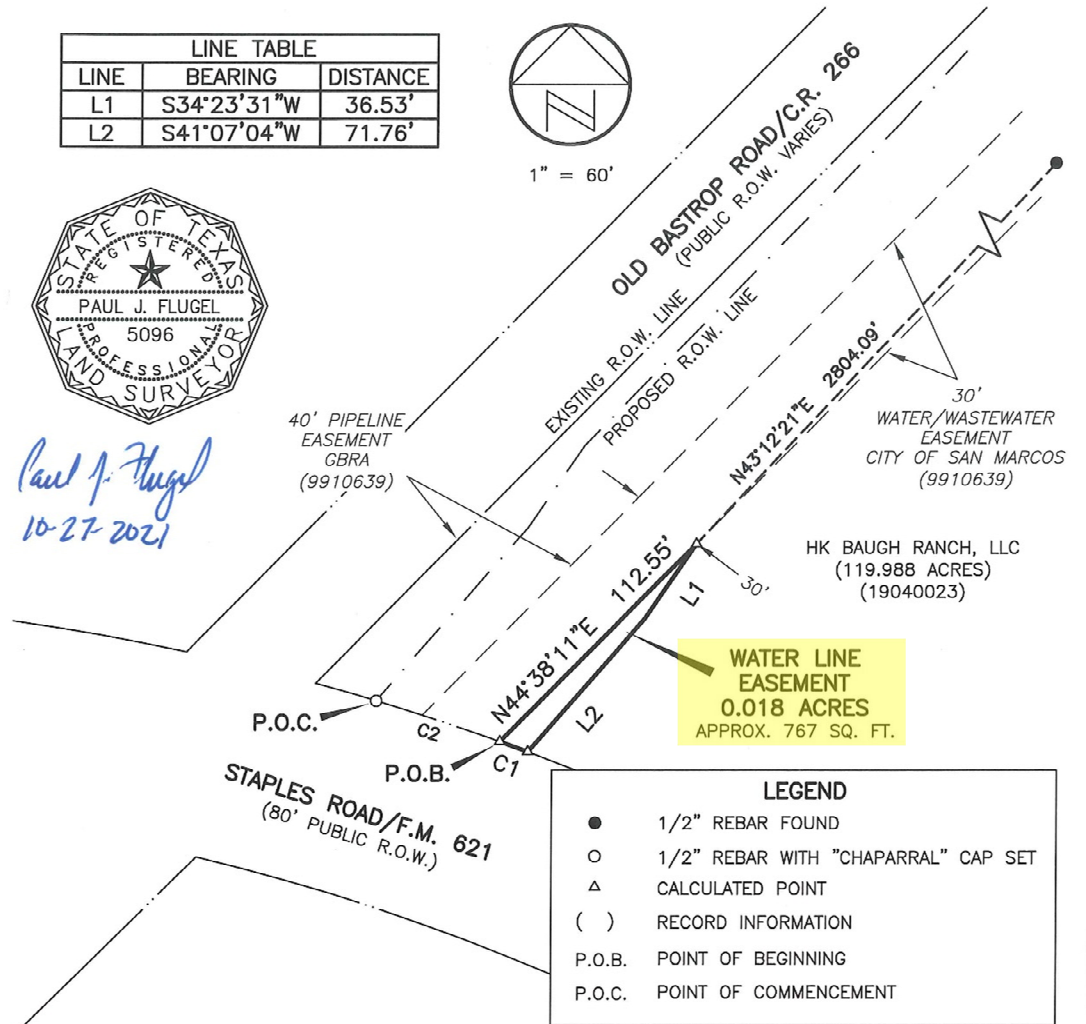
LINE TABLE		
LINE	BEARING	DISTANCE
L1	S34°23'31"W	36.53'
L2	S41°07'04"W	71.76'



1" = 60'



Paul J. Flugel
 10-27-2021



LEGEND	
●	1/2" REBAR FOUND
○	1/2" REBAR WITH "CHAPARRAL" CAP SET
△	CALCULATED POINT
()	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD	DISTANCE
C1	994.93'	0°41'25"	11.98'	N69°54'34"W	11.98'
C2	994.93'	3°03'07"	53.00'	S71°46'50"E	52.99'

DATE OF SURVEY: 07/06/20
 PLOT DATE: 10/25/21
 DRAWING NO.: 425-011-WLE13-COSM
 PROJECT NO.: 425-011
 T.B.P.E.L.S. FIRM NO. 10124500
 DRAWN BY: PAQ
 SHEET 1 OF 1

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

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 425-011-WLE12-GBRA



SKETCH TO ACCOMPANY A DESCRIPTION OF 0.044 ACRES (APPROXIMATELY 1,899 SQ. FT.) IN THE JESSE W. WILSON SURVEY, ABSTRACT NO. 481, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 267.339 ACRE TRACT DESCRIBED IN A DEED OF RECORD IN DOCUMENT NO. 20011114 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C1	1535.00'	9°42'51"	260.26'	S51°34'11"W	259.95'

- LEGEND**
- ^G 1/2" REBAR WITH "GBRA" CAP FOUND
 - △ CALCULATED POINT
 - () RECORD INFORMATION
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCEMENT

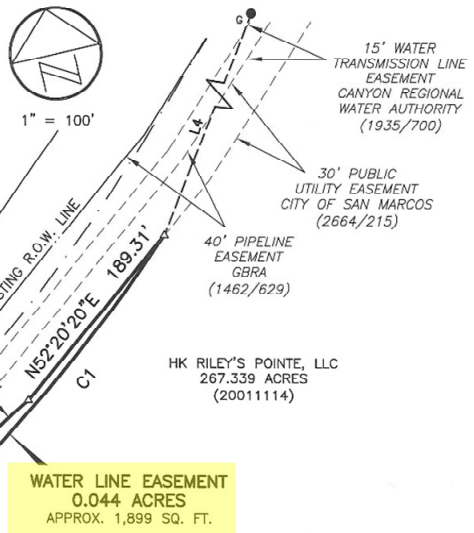


Paul J. Flugel
10-29-2021

DATE OF SURVEY: 07/06/20
PLOT DATE: 10/28/21
DRAWING NO.: 425-011-WLE9-COSM
PROJECT NO.: 425-011
T.B.P.E.L.S. FIRM NO. 10124500
DRAWN BY: PAQ
SHEET 1 OF 1

BENCHMARK ACQUISITIONS, LLC
182.447 ACRES
(20011204)

Chaparral



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N60°41'28"E	89.33'
L2	N84°50'50"W	24.23'
L3	S36°44'29"E	70.59'
L4	N34°22'32"E	325.59'
L5	N60°41'28"E	92.13'

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

ATTACHMENTS: METES AND BOUNDS DESCRIPTION
425-011-WLE9-COSM

SKETCH TO ACCOMPANY A DESCRIPTION OF 0.034 ACRES (APPROXIMATELY 1,467 SQ. FT.) IN THE JESSE W. WILSON SURVEY, ABSTRACT NO. 481, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 267.339 ACRE TRACT DESCRIBED IN A DEED OF RECORD IN DOCUMENT NO. 20011114 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

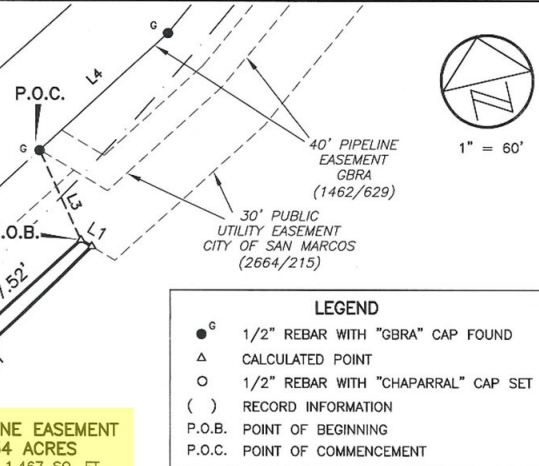


DATE OF SURVEY: 07/06/20
PLOT DATE: 02/07/22
DRAWING NO.: 425-011-WLE16-COSM
PROJECT NO.: 425-011
T.B.P.E.L.S. FIRM NO. 10124500
DRAWN BY: PAQ
SHEET 1 OF 1

BENCHMARK ACQUISITIONS, LLC
182.447 ACRES
(20011204)

Paul J. Flugel
2-7-2022

Chaparral



- LEGEND**
- ^G 1/2" REBAR WITH "GBRA" CAP FOUND
 - △ CALCULATED POINT
 - 1/2" REBAR WITH "CHAPARRAL" CAP SET
 - () RECORD INFORMATION
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCEMENT

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S46°10'02"E	6.62'
L2	N46°17'09"W	1.58'
L3	S11°33'52"E	52.44'
L4	N60°41'28"E	92.13'
L5	N46°17'09"W	30.37'

CURVE TABLE				
CURVE	RADIUS	DELTA	ARC	CHORD
C1	1505.00'	5°50'39"	153.51'	S60°54'38"W

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

ATTACHMENTS: METES AND BOUNDS DESCRIPTION
425-011-WLE16-COSM

EXHIBIT E
UTILITY EASEMENT TO BE ACQUIRED BY COUNTY AND PAID BY CITY

