

## CONSENT AGREEMENT

THE STATE OF TEXAS §

COUNTY OF HAYS §

This **CONSENT AGREEMENT** (this “Agreement”) is effective as of December 7, 2021 (the “Effective Date”), and entered into by and among the **CITY OF SAN MARCOS, TEXAS**, a home-rule municipality (the “City”), **HK RILEY’S POINTE, LLC**, a Texas limited liability company (“HK Riley’s Pointe”), and **BENCHMARK ACQUISITIONS, LLC**, a Texas limited liability company (“Benchmark”, collectively with HK Riley’s Pointe, the “Owners” and each an “Owner”). **HAYS COUNTY MUNICIPAL UTILITY DISTRICT NO. 9** (the “District”) shall join in this Agreement upon its creation and be bound by certain of the provisions as identified herein.

### RECITALS

**A.** Owners own approximately 475.393 acres of land located in the extraterritorial jurisdiction of the City described by metes and bounds on Exhibit A (the “Land” or the “Property”) attached hereto and incorporated herein.

**B.** Owners desire to have the City consent to the creation of a municipal utility district over the Land, and the City has determined, pursuant to the terms of this Agreement, to consent to the creation of the District, finding extraordinary public benefits and that the applicable conditions and criteria for the City’s consent to creation of the District set forth in Chapter 70 of the City’s Code of Ordinances (the “City Code”) have been satisfied.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the Parties agree as follows:

### **ARTICLE I.** **DEFINITIONS**

**Section 1.01 Definitions.** In addition to terms defined elsewhere in this Agreement, each of the following terms shall have the meanings set forth below:

“**Commission**” means the Texas Commission on Environmental Quality or its successor agency.

“**Developer**” means HK Real Estate Development, LLC, a Texas limited liability company.

“**Development Agreement**” means that certain Development Agreement to be entered into between Owners, HK Baugh Ranch, LLC, Developer, and the City concerning the development of the Property and related matters.

“Parties” and “Party” means collectively and individually, as the context requires, each of the City, Owners, and, upon execution of a joinder to this Agreement, the District.

“Utility Agreement” means that certain utility agreement to be entered into between the District and the City governing the provision of utility service to the Property.

## **ARTICLE II.** **CREATION OF DISTRICT**

**Section 2.01 Consent to Creation of District.** The City acknowledges Owners’ request, in accordance with Section 54.016 of the Texas Water Code, for the creation of the District that is authorized to exercise all powers granted to municipal utility districts pursuant to Article XVI, Section 59 of the Texas Constitution, Chapters 49 and 54 of the Texas Water Code, as amended, and all other constitutional provisions, laws, and regulations presently existing or hereafter enacted. On the Effective Date, the City has approved an ordinance (the “Consent Ordinance”), the form of which is attached hereto as Exhibit C, consenting to the creation of the District and the inclusion of the Land within the District. The City agrees that the Consent Ordinance constitutes the City’s consent to creation of the District within the City’s extraterritorial jurisdiction. No further action will be required by the City to evidence its consent; provided, that the City will provide Owners a certified copy of the Consent Ordinance as adopted by the City.

**Section 2.02 Annexation.** The City agrees that it will not annex the District until at least (i) all public infrastructure facilities (including, but not limited to, water, wastewater, drainage, and roadway facilities) have been completed to serve at least ninety percent (90%) of the Land within the District, and (ii) Owners, Developer, and their respective successors and assigns, have been fully reimbursed by the District to the maximum extent permitted by the rules of the Commission or other applicable laws of the State of Texas.

**Section 2.03 Strategic Partnership Agreements.** Section 43.0751 of the Texas Local Government Code provides for the negotiation and implementation of “strategic partnership agreements” between cities and municipal utility districts. The District shall approve, execute, and deliver to the City a Strategic Partnership Agreement in the form attached as Exhibit D or as otherwise allowed by law and agreed to by the City and the District. The District may not issue bonds until the District has executed a Strategic Partnership Agreement with the City. Once in effect, the terms of the Strategic Partnership Agreement shall control the City’s annexation of land within the Property.

**Section 2.04 Records.** Upon request of the City, the District shall submit its annual audit to the City when such audit is required by the Commission. All public information of the District shall be available to the public in accordance with the Texas Public Information Act.

## **ARTICLE III.** **WATER AND WASTEWATER SERVICES**

**Section 3.01 Water Services.** The City will provide water service to the District. The City

hereby agrees to allow the extension, improvement of, and connection to City water facilities to provide water service to the District. At the time of execution of this Agreement, the City agrees that it has sufficient capacity to serve the District. Upon completion of each phase of the water facilities constructed by or on behalf of the District, to serve the District, the District shall convey such water facilities to the City for ownership, operation, and maintenance, which facilities shall become part of the City's water system in accordance with the Utility Agreement. Users within the District receiving water service from the City shall be customers of the City. Rates and charges for such customers shall be equal and uniform to those charged to other similar classifications of City users that are not located within the City .

**Section 3.02 Wastewater Service.** The City shall provide wastewater service to the District. The City hereby agrees to allow the extension, improvement of, and connection to City wastewater facilities to provide service to the District. At the time of execution of this Agreement, the City agrees that it has sufficient capacity to serve the District. Upon completion of each phase of the related wastewater collection and transportation facilities constructed by or on behalf of the District, to serve the District, the District shall convey such wastewater facilities to the City for ownership, operation, and maintenance, which facilities shall become part of the City's wastewater system in accordance with the Utility Agreement. Users of wastewater service within the District will be customers of the City. Rates and charges for such customers shall be equal and uniform to those charged to other similar classifications of City users that are not located within the City.

#### **ARTICLE IV.** **AUTHORITY**

**Section 4.01 Authority; Conflict.** This Agreement is authorized and entered into under the statutory authority of Section 54.016 of the Texas Water Code, Section 212.172 of the Texas Local Government Code and Chapter 70 of the City Code. The requirements of Chapter 70 of the City Code, as modified by this Agreement, the Development Agreement, the Strategic Partnership Agreement, and/or the Utility Agreement, have been or will be satisfied. The Parties intend this Agreement to guarantee the continuation of the extraterritorial status of the Property, authorize certain land uses and development on the Property, provide for infrastructure for the Property, and provide other lawful terms and consideration. Except as expressly set forth in this Agreement, the Development Agreement, the Strategic Partnership Agreement, and the Utility Agreement, no additional documents, materials, information, payment of fees, or other actions shall be required to comply with Chapter 70 of the City Code. To the extent there is a conflict between this Agreement, the Development Agreement, the Strategic Partnership Agreement, or the Utility Agreement and Chapter 70 of the City Code, the terms of this Agreement, the Development Agreement, the Strategic Partnership Agreement, or the Utility Agreement, as applicable, shall control.

**Section 4.02 Vested Rights.** Execution of this Agreement, under Section 212.172 of the Texas Local Government Code, constitutes a permit under Chapter 245 of the Local Government Code.

#### **ARTICLE V.** **ISSUANCE OF BONDS AND TAX RATE**

**Section 5.01 Bonds.** The District may issue bonds or notes for any purpose authorized by law, including, but not limited to, financing water, wastewater, drainage and storm sewer facilities, road facilities, and parks and recreational facilities, if applicable in the future.

**Section 5.02 Bond Requirements.** All bonds issued by the District will be offered on terms and conditions generally accepted in the bond market for similar types of districts, at a net effective interest rate, taking into consideration any applicable discount or premium, not to exceed 2% above the highest average interest rate reported by the Daily Bond Buyer in its weekly “20 Bond Index” during the one-month period immediately preceding the date notice of the sale of the bonds is given. Additionally, all bonds issued by the District will comply with the following requirements: (a) the maximum maturity of any one series of bonds will not exceed 25 years from the date of issuance of such series of bonds; (b) the bonds will expressly provide that the District reserves the right to redeem the bonds at any time beginning not later than the 15th anniversary date of issuance, without premium; and (c) no variable rate bonds will be issued by the District. Any refunding bonds of the District must provide for a minimum of three percent (3%) present value savings and the latest maturity of the refunding bonds may not extend beyond the latest maturity of the refunded bonds, without the City’s approval.

**Section 5.03 Other Funds.** The District may obtain and use funds and assets from any available, lawful source to provide for the acquisition, ownership, maintenance, and operation of its facilities, as well as to accomplish any purpose or to exercise any function, act, power, or right authorized by law. Such funds and assets may include revenues from any of the systems, facilities, properties, and assets of the District not otherwise committed for the payment of indebtedness of the District; maintenance taxes; loans, gifts, grants, and donations from public or private sources and revenues from any other source lawfully available to the District.

**Section 5.04 Economic Feasibility.** At least thirty (30) days before the issuance of any bonds by the District, except refunding bonds, the District’s financial advisor shall certify in writing to the City that the bonds are being issued within the then-current economic feasibility guidelines established by the Commission, if applicable, for districts in Hays County, Texas. The District shall deliver the certification to the City clerk, City manager, and City director of finance.

**Section 5.05 Notice of Bond Issues.** At least thirty (30) days before the issuance of any bonds by the District, the District shall deliver to the City manager and City attorney notice of the amount of bonds being proposed for issuance, the projects to be funded by such bonds, and the proposed debt service tax rate after issuance of such bonds. Within thirty (30) days after the District closes the sale of a series of bonds, the District shall deliver to the City manager a copy of the final official statement for such series of bonds. If the City requests additional information regarding such issuance, the District shall provide such information as reasonably requested by the City at no cost to the City.

**Section 5.06 Compliance with Agreements.** At least thirty (30) days before the issuance of any bonds by the District, the District shall certify in writing to the City that the District is in substantial compliance with the Consent Ordinance and this Agreement.

**Section 5.07 Tax Rate.** The District's ad valorem tax rate will approximate or exceed the City's ad valorem tax rate.

**Section 5.08 Notice of Tax Rate and Material Events.** The District shall (a) send a copy of each order or other action setting an ad valorem tax rate to the City within thirty (30) days after the District adopts the rate; (b) provide a copy of each annual audit to the City, upon request; and (c) provide copies of any material event notices filed under applicable federal securities laws or regulations to the City within thirty (30) days after filing such notices with the applicable federal agency.

## **ARTICLE VI.** **ASSIGNMENT AND REMEDIES**

**Section 6.01 Assignment.** Each Owner may assign this Agreement with respect to all or part of such Owner's ownership portion of the Property from time to time to a purchaser of all or a portion of the Property. Any assignment must be in writing, set forth the assigned rights and obligations without modification or amendment, and must be executed by the assigning Owner and proposed assignee. The assigning Owner shall provide the City notice of such assignment, including a copy of the assignment. Upon such assignment in whole or in part, the assigning Owner shall be fully released from any and all obligations under this Agreement and shall have no further liability with respect to the part of the Property so assigned, except as to a default that occurred prior to the date of the assignment, provided that the assignee assumes any and all obligations under this Agreement applicable to the part of the Property included in the assignment. A default by a subsequent assignee shall not constitute a default by an Owner under this Agreement.

**Section 6.02 Default; Remedies.** It shall be a default under this Agreement if one of the Parties shall fail to perform any of its material obligations under this Agreement and such failure shall remain uncured following the expiration of thirty (30) days after written notice of such failure. However, in the event the default is of a nature that cannot be reasonably cured within such thirty (30) day period, the defaulting Party shall have a longer period of time as may be reasonably necessary to cure the default in question. If the defaulting Party does not substantially cure such default within the stated period of time, a non-defaulting Party may, in its sole discretion, and without prejudice to any other right under this Agreement, at law, or in equity, seek any relief available at law or in equity, including specific performance, mandamus, and/or injunctive relief; provided, however, that the City shall not be entitled to rescind or otherwise terminate this Agreement. The City hereby waives any sovereign immunity from suit for a default specific to this Agreement.

**Section 6.03 Cooperation.** The City, Owners, and the District shall each execute such further documents or instruments and take such further acts as may be necessary to evidence their agreements hereunder. In the event of any third-party lawsuit or other claim relating to the validity of this Agreement or any actions taken hereunder, Owners 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.

**ARTICLE VII.**  
**MISCELLANEOUS PROVISIONS**

**Section 7.01 Notice.** Any notice given under this Agreement shall be in writing and may be given: (i) by deposit in the United States mail, certified, return receipt requested, postage prepaid, addressed to the Party to be notified; (ii) by deposit with Federal Express or another nationally recognized courier service guaranteeing “next day delivery”, with all charges prepaid, addressed to the Party to be notified; or (iii) by personal delivery to the Party to be notified or any agent of the Party. Notice deposited in the United States mail shall be effective from the earlier of the date of receipt or three (3) days after the date of such deposit. Notice given in any other manner shall be effective on the date delivered, if sent by personal delivery, or the day after deposit with a “next day delivery” service. For the purposes of notice, the addresses of the Parties shall, until changed as provided below, be as follows:

**Owners:**

HK Riley’s Pointe, LLC  
24607 Fairway Springs  
San Antonio, Texas 78260  
Attn: Paul Kuo, Manager

Benchmark Acquisitions, LLC  
10410 Windermere Lakes Blvd.  
Houston, Texas 77065  
Attn: Louis Trapolino, Manager

**With a copy to:** Allen Boone Humphries Robinson LLP  
1108 Lavaca Street, Suite 510  
Austin, Texas 78701  
Attn: Mr. Ryan Harper

**City:** City of San Marcos  
630 East Hopkins  
San Marcos, Texas 78666  
Attn: City Manager

**With a copy to:** City Attorney, Legal Department  
630 East Hopkins  
San Marcos, Texas 78666

The Parties may change their respective addresses from time to time by giving at least five (5) days’ written notice to the other Parties. Owners may, by giving at least five (5) days’ written notice to the City, designate additional parties to receive copies of notices under this Agreement.

**Section 7.02 Severability.** If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is similar in terms to the illegal, invalid or unenforceable provision as is possible.

**Section 7.03 Waiver.** Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

**Section 7.04 Applicable Law and Venue.** **THE CONSTRUCTION AND VALIDITY OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS.** Venue will be in a court of appropriate jurisdiction in the Hays County, Texas.

**Section 7.05 Attorneys' Fees and Court Costs.** In the event that any matter relating to this Agreement results in the institution of legal proceedings by any Party to this Agreement, the prevailing Party in such proceeding shall be entitled to recover all costs and expenses incurred by it in connection with such proceedings, including, without limitation, reasonable court costs and attorneys' fees.

**Section 7.06 Entire Agreement.** This Agreement, including all attachments and exhibits hereto, contains the entire agreement of the Parties. With the exception of the Development Agreement, the Strategic Partnership Agreement, and the Utility Agreement, there are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the City, Owners, and the District (after its joinder). This Agreement and the agreements between the Parties referenced in this Agreement supersede all prior agreements between the Parties concerning the subject matter of this Agreement.

**Section 7.07 Recitals, Exhibits, Headings, Construction, and Counterparts.** The recitals and all schedules and exhibits referenced in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The Parties acknowledge that each of them has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. If there is any conflict or inconsistency between the provisions of this Agreement and otherwise applicable City ordinances, rules, or regulations, the terms of this Agreement control. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which will together constitute the same instrument.

**Section 7.08 Time.** Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and

legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

**Section 7.09 Authority for Execution.** The City certifies, represents, and warrants that the execution of this Agreement is duly authorized, and that this Agreement is adopted in conformity with its charter and City ordinances. Each Owner hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its limited liability company agreement.

**Section 7.10 Force Majeure.** Each Party shall use good faith, due diligence, and reasonable care in the performance of its respective obligations under this Agreement; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within five (5) days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance shall give notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term “force majeure” means events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care, including, without limitation, acts of God or the public enemy, war, terrorism, criminal activity, riot, civil commotion, insurrection, government or de facto governmental action or failure to act (unless caused by the intentionally wrongful acts or omissions of the Party), fires, explosions, floods, hurricanes, adverse weather, materials or labor shortages, strikes, slowdowns, work stoppages, or epidemics or pandemics.

**Section 7.11 Agreement Binds Succession and Runs with the Land.** This Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns. The terms of this Agreement shall constitute covenants running with the land comprising the Property.

**Section 7.12 Exhibits.** The following exhibits are attached to this Agreement and made a part hereof for all purposes:

<u>Exhibit A</u>	Legal Description of the Property
<u>Exhibit B</u>	Form of Joinder Agreement
<u>Exhibit C</u>	Form of Consent Ordinance
<u>Exhibit D</u>	Form of Strategic Partnership Agreement

[SIGNATURE PAGES FOLLOW]



EXECUTED in multiple counterparts, each of which shall constitute an original.

**CITY:**

**CITY OF SAN MARCOS, TEXAS**

By: \_\_\_\_\_  
Name: Jane Hughson  
Title: Mayor

ATTEST:

\_\_\_\_\_  
Tammy Cook  
Interim City Clerk

THE STATE OF TEXAS

§  
§  
§

COUNTY OF HAYS

This instrument was acknowledged before me on \_\_\_\_\_, 2021, by Jane Hughson, Mayor of the City of San Marcos, Texas, a home-rule municipality, on behalf of the City.

\_\_\_\_\_  
Notary Public in and for the State of Texas

EXECUTED in multiple counterparts, each of which shall constitute an original.

**OWNER:**

**HK RILEY'S POINTE, LLC,**  
a Texas limited liability company

By: \_\_\_\_\_  
Paul Kuo, Manager

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

This instrument was acknowledged before me on \_\_\_\_\_, 2021, by Paul Kuo, Manager of HK Riley's Pointe, LLC, a Texas limited liability company, on behalf of said limited liability company.

\_\_\_\_\_  
Notary Public in and for the State of Texas

EXECUTED in multiple counterparts, each of which shall constitute an original.

**OWNER:**

**BENCHMARK ACQUISITIONS, LLC,**  
a Texas limited liability company

By: \_\_\_\_\_  
Louis Trapolino, Manager

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

This instrument was acknowledged before me on \_\_\_\_\_, 2021, by Louis Trapolino, Manager of Benchmark Acquisitions, LLC, a Texas limited liability company, on behalf of said limited liability company.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**EXHIBIT A**  
**Legal Description of the Property**

EXHIBIT A



METES AND BOUNDS DESCRIPTION  
FOR A  
267.339 ACRE TRACT OF LAND

Being a 267.339 acre tract of land out of the William West Survey No. 2, Abstract No. 488, the S.A. & M.G. RR Company Survey No. 10, Abstract No. 819, the J. W. Wilson Survey, Abstract No. 481, the J. McGuire Survey No. 60, Abstract No. 320, and the W. Burnett Survey No. 59, Abstract No. 56, situated in Hays County, Texas, being out of the remaining portion of a called 525.22 acre tract of land, as conveyed to Frost National Bank, Independent Executor and Trustee under the Will of Joseph Freeman, and recorded in Volume 359, Page 870, of the Official Public Records of Hays County, Texas, and said 267.339 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at the Northerly end of a cutback line between the Northeasterly Right-of-Way (R.O.W.) line of Redwood Road (C.R. 245) (a variable width R.O.W.) and the Southeasterly R.O.W. line of Old Bastrop Highway (C.R. 266) (a variable width R.O.W.), and being a Westerly corner of the remaining portion of said 525.22 acre tract of land and this herein described tract of land;

THENCE departing the cutback line between said Redwood Road and said Old Bastrop Highway, with the Southeasterly R.O.W. line of said Old Bastrop Highway, and with the Northwesterly line of the remaining portion of said 525.22 acre tract of land, the following courses:

N 60° 22' 45" E, a distance of 119.61 feet to a ½" iron pin with cap stamped "DAM #5348 PROP. COR." set for a Westerly corner;

N 55° 21' 03" E, a distance of 211.73 feet to a ½" iron pin with cap stamped "DAM #5348 PROP. COR." set for a Westerly corner;

N 60° 56' 17" E, a distance of 4,745.71 feet to a ½" iron pin with cap stamped "GBRA" found for a Northerly corner;

N 51° 17' 48" E, a distance of 216.74 feet to a ½" iron pin with cap stamped "DAM #5348 PROP. COR." set for a Northerly corner;

THENCE continuing with the Southeasterly R.O.W. line of said Old Bastrop Highway, same being the Northwesterly line of the remaining portion of said 525.22 acre tract of land, N 46° 54' 31" E, a distance of 279.53 feet to a ½" iron pin with cap stamped "GBRA" found at the Southwesterly end of a cutback line between the Southeasterly R.O.W. line of said Old Bastrop Highway and the Southwesterly R.O.W. line of Staples Road (S.H. 621) (a variable width R.O.W.), and being a Northerly corner of the remaining portion of said 525.22 acre tract of land and this herein described tract of land;

THENCE with said cutback line between the Southeasterly R.O.W. line of said Old Bastrop Highway and the Southwesterly R.O.W. line of said Staples Road, same being a Northerly line of the remaining portion of said 525.22 acre tract of land, N 78° 45' 22" E, a distance of 37.58 feet to a ½" iron pin with cap stamped "DAM #5348 PROP. COR." set at the Northeasterly end of the cutback line of the Southeasterly R.O.W. line of said Old Bastrop Highway and the Southwesterly R.O.W. line of said Staples Road, being at the beginning of a curve to the right, and being the most Northerly corner of the remaining portion of said 525.22 acre tract of land and this herein described tract of land;

THENCE departing said cutback line between the Southeasterly R.O.W. line of said Old Bastrop Highway and the Southwesterly R.O.W. line of said Staples Road, with the Northeasterly line of the remaining portion of said 525.22 acre tract of land, and with said curve to the right, having an arc length of 415.02 feet, a radius of 915.03 feet, a delta angle of 25° 59' 14", a tangent length of 211.14 feet, and a chord bearing and distance of S 61° 25' 39" E, 411.47 feet to a TXDOT Type-II Monument found in the Southwesterly R.O.W. line of said Staples Road, and being a Northeasterly corner of the remaining portion of said 525.22 acre tract of land and this herein described tract of land;

THENCE continuing with the Southwesterly R.O.W. line of said Staples Road, and with the Northeasterly line of the remaining portion of said 525.22 acre tract of land, S 48° 29' 19" E, a distance of 1,233.84 feet to a point in the Southwesterly R.O.W. line of said Staples Road, being at the beginning of a curve to the right, and being a Northeasterly corner of the remaining portion of said 525.22 acre tract of land and this herein described tract of land;

THENCE continuing with the Southwesterly R.O.W. line of said Staples Road, same being the Northeasterly line of the remaining portion of said 525.22 acre tract of land, and with said curve to the right, having an arc length of 203.64 feet, a radius of 3,158.44 feet, a delta angle of 03° 41' 39", a tangent length of 101.86 feet, and a chord bearing and distance of S 45° 29' 21" E, 203.61 feet to a TXDOT Type-II Monument found in the Southwesterly R.O.W. line of said Staples Road, being the most Northerly Northeast corner of a called 45.42 acre tract of land, as conveyed to Hays County, Texas, and recorded in Document No. 16011632, of the Official Public Records of Hays County, Texas, and being a Northeasterly corner of the remaining portion of said 525.22 acre tract of land and this herein described tract of land;

THENCE departing the Southwesterly R.O.W. line of said Staples Road, and with the common line between the remaining portion of said 525.22 acre tract of land and said 45.42 acre tract of land, the following courses:

S 45° 00' 00" W, a distance of 10.06 feet to TXDOT Type-II Monument found a for a Northeasterly corner;

S 44° 47' 05" E, a distance of 208.82 feet to a TXDOT Type-II Monument found for a Northeasterly corner;

S 03° 21' 11" W, a distance of 206.23 feet to a TXDOT Type-II Monument found for an Easterly corner;

S 45° 44' 23" W, a distance of 343.30 feet to a TXDOT Type-II Monument found for an Easterly corner, and being at the beginning of a curve to the right;

With said curve to the right, having an arc length of 953.52 feet, a radius of 3,472.38 feet, a delta angle of 15° 44' 00", a tangent length of 479.78 feet, and a chord bearing and distance of S 53° 39' 58" W, 950.53 feet to a TXDOT Type-II Monument found for a Southeasterly corner, and being at the beginning of a compound curve to the right;

With said curve to the right, having an arc length of 678.74 feet, a radius of 7,972.76 feet, a delta angle of 04° 52' 40", a tangent length of 339.58 feet, and a chord bearing and distance of S 63° 57' 00" W, 678.53 feet to a TXDOT Type-II Monument found for a Southeasterly corner;

S 68° 38' 48" W, a distance of 942.72 feet to a TXDOT Type-II Monument found for a Southerly corner;

S 68° 39' 13" W, a distance of 1,000.11 feet to a TXDOT Type-II Monument found for a Southerly corner;

S 68° 39' 45" W, a distance of 999.59 feet to a TXDOT Type-II Monument found for a Southerly corner;

S 75° 28' 12" W, a distance of 338.60 feet to a TXDOT Type-II Monument found for a Southwesterly corner, and being at the beginning of a curve to the left;

With said curve to the left, having an arc length of 473.20 feet, a radius of 2,899.10 feet, a delta angle of 09° 21' 07", a tangent length of 237.12 feet, and a chord bearing and distance of S 75° 40' 15" W, 472.67 feet to a TXDOT Type-II Monument found for a Southwesterly corner;

S 68° 41' 14" W, a distance of 177.17 feet to a TXDOT Type-II Monument found for the most Southerly Southwest corner;

N 75° 28' 15" W, a distance of 183.29 feet to a TXDOT Type-II Monument found for a Southwesterly corner;

N 42° 39' 20" W, a distance of 51.41 feet to a TXDOT Type-II Monument found for a Southwesterly corner;

THENCE continuing with the common line between the remaining portion of said 525.22 acre tract of land and said 45.42 acre tract of land, S 51° 50' 35" W, a distance of 6.35 feet to a ½" iron pin with cap stamped "DAM #5348 PROP. COR." set in the Northeasterly R.O.W. line of aforementioned Redwood Road, being the most Westerly corner of said 45.42 acre tract of land, and being a Southwesterly corner of the remaining portion of said 525.22 acre tract of land and this herein described tract of land;

THENCE with the Northeasterly R.O.W. line of said Redwood Road, and with the Southwesterly line of the remaining portion of said 525.22 acre tract of land, the following courses:

N 41° 05' 52" W, a distance of 1,110.31 feet to a ½" iron pin with cap stamped "DAM #5348 PROP. COR." set for a Southwesterly corner;

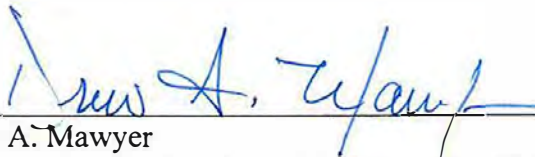
N 35° 42' 28" W, a distance of 106.36 feet to a ½" iron pin with cap stamped "BYRN" found for a Westerly corner;

N 41° 06' 11" W, a distance of 122.47 feet to a ½" iron pin with cap stamped "BYRN" for the most Westerly corner;

THENCE with aforementioned cutback line between the Northeasterly R.O.W. line of said Redwood Road and the Southeasterly R.O.W. line of said Old Bastrop Highway, N 09° 46' 08" E, a distance of 43.42 feet to the POINT OF BEGINNING, and containing 267.339 acres of land, more or less.

Bearings based on the Texas State Plane Coordinate System, South Central Zone (4204), North American Datum 1983.

Exhibit prepared this the 22<sup>nd</sup> day of April, 2019.

  
Drew A. Mawyer  
Registered Professional Land Surveyor No. 5348  
TBPLS Firm Registration #10191500  
5151 W SH 46, New Braunfels, Texas, 78132  
LJA047- NW TRACT- ALTA- SURFACE- REV 042319





**BEING** A 2.980 ACRE TRACT OF LAND OUT OF THE J.W. WILSON SURVEY, ABSTRACT NUMBER 481, THE WILLIAM WEST SURVEY NUMBER 2, ABSTRACT NUMBER 488, AND THE S.A. AND M.G. RR COMPANY SURVEY, SITUATED IN HAYS COUNTY, TEXAS, PREVIOUSLY DESCRIBED AS BEING A 2.089 ACRE TRACT IN VOLUME 2664, PAGES 215-220, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS (O.P.R.H.C.T.) AND A PORTION OF AN 1.611 ACRE TRACT IN VOLUME 3205, PAGES 543-551, O.P.R.H.C.T., SAID TRACT BEING A SAVE AND EXCEPT FROM A 267.339 ACRE TRACT (TRACT 1) OUT OF A REMAINING PORTION OF A CALLED 525.22 ACRE TRACT OF LAND, DESCRIBED IN VOLUME 359, PAGE 870, DEED RECORDS, HAYS COUNTY, TEXAS (D.R.H.C.T.); SAID 2.980 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT A FOUND 2-INCH IRON ROD WITH ALUMINUM CAP STAMPED "GBRA" ON THE SOUTH RIGHT-OF-WAY LINE OF OLD BASTROP HIGHWAY (COUNTY ROAD 266) (VARIABLE WIDTH RIGHT-OF-WAY), SAME BEING THE NORTH LINE OF SAID TRACT 1;

**THENCE** NORTH 78 DEGREES 45 MINUTES 22 SECONDS EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID OLD BASTROP HIGHWAY, A DISTANCE OF 37.58 FEET TO A CALCULATED POINT AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF STAPLES ROAD (FARM TO MARKET 621) (80' WIDE RIGHT-OF-WAY), FOR THE NORTHEAST CORNER OF THIS TRACT, BEING THE BEGINNING OF A CURVE TO THE RIGHT;

**THENCE** WITH THE WEST RIGHT-OF-WAY LINE OF SAID STAPLES ROAD, SAME BEING THE EAST LINE OF SAID TRACT 1, BEING A CURVE TO THE RIGHT, AN ARC DISTANCE OF 415.02 FEET, THROUGH A CENTRAL ANGLE OF 25 DEGREES 59 MINUTES 14 SECONDS, HAVING A RADIUS OF 915.03 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 61 DEGREES 25 MINUTES 39 SECONDS EAST, 411.47 FEET TO A FOUND TYPE-II TXDOT MONUMENT;

**THENCE** WITH THE EAST LINE OF SAID TRACT 1 AND THE WEST RIGHT-OF-WAY LINE OF SAID STAPLES ROAD THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- 1) SOUTH 48 DEGREES 29 MINUTES 19 SECONDS EAST, A DISTANCE OF 1,233.84 FEET TO A CALCULATED POINT AT THE BEGINNING OF A CURVE TO THE RIGHT,
- 2) WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 203.64 FEET, THROUGH A CENTRAL ANGLE OF 03 DEGREES 41 MINUTES 39 SECONDS, HAVING A RADIUS OF 3,158.44 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 45 DEGREES 29 MINUTES 21 SECONDS EAST, 203.61 FEET TO A FOUND TYPE-II TXDOT MONUMENT,
- 3) SOUTH 45 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.06 FEET TO A CALCULATED POINT, AND
- 4) SOUTH 44 DEGREES 47 MINUTES 05 SECONDS EAST, A DISTANCE OF 208.82 FEET TO A CALCULATED POINT ON THE NORTH RIGHT-OF-WAY LINE OF FARM TO MARKET 110 (PUBLIC RIGHT-OF-WAY);

**THENCE** SOUTH 03 DEGREES 21 MINUTES 11 SECONDS WEST, WITH THE NORTH RIGHT-OF-WAY LINE OF SAID FARM TO MARKET 110, A DISTANCE OF 13.36 FEET TO A CALCULATED POINT;

**THENCE** THROUGH THE INTERIOR OF SAID TRACT 1 THE FOLLOWING TWELVE (12) COURSES AND DISTANCES:

- 1) NORTH 44 DEGREES 46 MINUTES 55 SECONDS WEST, A DISTANCE OF 217.98 FEET TO A CALCULATED POINT AT THE BEGINNING OF A CURVE TO THE LEFT,
- 2) WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 202.35 FEET, THROUGH A CENTRAL ANGLE OF 03 DEGREES 41 MINUTES 39 SECONDS, HAVING A RADIUS OF 3,138.43 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 45 DEGREES 29 MINUTES 08 SECONDS WEST, 202.32 FEET TO A CALCULATED POINT,
- 3) NORTH 48 DEGREES 29 MINUTES 19 SECONDS WEST, A DISTANCE OF 1,233.64 FEET TO A CALCULATED POINT AT THE BEGINNING OF A CURVE TO THE LEFT,
- 4) WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 358.96 FEET, THROUGH A CENTRAL ANGLE OF 22 DEGREES 58 MINUTES 44 SECONDS, HAVING A RADIUS OF 895.03 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 59 DEGREES 55 MINUTES 22 SECONDS WEST, 356.56 FEET TO A CALCULATED POINT,
- 5) SOUTH 45 DEGREES 32 MINUTES 29 SECONDS WEST, A DISTANCE OF 289.50 FEET TO A CALCULATED POINT,
- 6) SOUTH 52 DEGREES 25 MINUTES 20 SECONDS WEST, A DISTANCE OF 253.46 FEET TO A CALCULATED POINT,
- 7) SOUTH 60 DEGREES 55 MINUTES 05 SECONDS WEST, A DISTANCE OF 107.12 FEET TO A CALCULATED POINT,
- 8) NORTH 46 DEGREES 06 MINUTES 28 SECONDS WEST, A DISTANCE OF 20.91 FEET TO A CALCULATED POINT,
- 9) SOUTH 60 DEGREES 56 MINUTES 17 SECONDS WEST, A DISTANCE OF 1256.53 FEET TO A CALCULATED POINT,
- 10) SOUTH 60 DEGREES 56 MINUTES 18 SECONDS WEST, A DISTANCE OF 1051.58 FEET TO A CALCULATED POINT,
- 11) SOUTH 60 DEGREES 55 MINUTES 52 SECONDS WEST, A DISTANCE OF 19.98 FEET TO A CALCULATED POINT, AND
- 12) NORTH 40 DEGREES 33 MINUTES 45 SECONDS WEST, A DISTANCE OF 51.02 FEET TO A CALCULATED POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID OLD BASTROP HIGHWAY, SAME BEING WITH THE NORTH LINE OF SAID TRACT 1, FOR THE NORTHWEST CORNER OF THIS TRACT, FROM WHICH A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA" BEARS SOUTH 60 DEGREES 56 MINUTES 17 SECONDS WEST, A DISTANCE OF 1913.66 FEET;

**THENCE** NORTH 60 DEGREES 56 MINUTES 17 SECONDS EAST, WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID OLD BASTROP HIGHWAY, SAME BEING WITH THE NORTH LINE OF SAID TRACT 1, A DISTANCE OF 30.61 FEET TO A CALCULATED POINT;

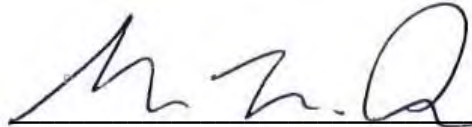
**THENCE** THROUGH THE INTERIOR OF SAID TRACT 1 THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

- 1) SOUTH 40 DEGREES 34 MINUTES 02 SECONDS EAST, A DISTANCE OF 20.41 FEET TO A CALCULATED POINT,
- 2) NORTH 60 DEGREES 56 MINUTES 18 SECONDS EAST, A DISTANCE OF 1047.05 FEET TO A CALCULATED POINT,
- 3) NORTH 60 DEGREES 56 MINUTES 17 SECONDS EAST, A DISTANCE OF 1278.71 FEET TO A CALCULATED POINT,
- 4) SOUTH 46 DEGREES 06 MINUTES 28 SECONDS EAST, A DISTANCE OF 20.92 FEET TO A CALCULATED POINT,
- 5) NORTH 60 DEGREES 54 MINUTES 23 SECONDS EAST, A DISTANCE OF 82.70 FEET TO A CALCULATED POINT,
- 6) NORTH 52 DEGREES 25 MINUTES 20 SECONDS EAST, A DISTANCE OF 249.43 FEET TO A CALCULATED POINT,
- 7) NORTH 45 DEGREES 32 MINUTES 29 SECONDS EAST, A DISTANCE OF 271.72 FEET TO A CALCULATED POINT AT THE BEGINNING OF A CURVE TO THE LEFT, AND
- 8) WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 48.84 FEET, THROUGH A CENTRAL ANGLE OF 03 DEGREES 07 MINUTES 36 SECONDS, HAVING A RADIUS OF 895.03 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 75 DEGREES 09 MINUTES 06 SECONDS WEST, 48.84 FEET TO A CALCULATED POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID OLD BASTROP HIGHWAY, SAME BEING WITH THE NORTH LINE OF SAID TRACT 1;

**THENCE** NORTH 46 DEGREES 54 MINUTES 31 SECONDS EAST, WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID OLD BASTROP HIGHWAY, SAME BEING WITH THE NORTH LINE OF SAID TRACT 1, A DISTANCE OF 4.41 FEET TO THE **POINT OF BEGINNING**, CONTAINING 2.980 ACRES OF LAND, MORE OR LESS.

BEARING BASIS:

ALL BEARINGS SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83/2011. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00011. UNITS: U.S. SURVEY FEET.



GORDON ANDERSON, RPLS # 6617  
LIA SURVEYING, INC.  
7500 RIALTO BLVD., BLDG. II, SUITE 100  
AUSTIN, TEXAS 78735  
TEXAS FIRM NO. 10194533  
DATE: 11/19/2020





METES AND BOUNDS DESCRIPTION  
FOR A  
211.284 ACRE TRACT OF LAND

Being a 211.284 acre tract of land out of the William West Survey No. 2, Abstract No. 488, the S.A. & M.G. RR Company Survey No. 10, Abstract No. 819, the J. W. Wilson Survey, Abstract No. 481, the W. Burnett Survey No. 59, Abstract No. 56, and the 627 acre Survey patented to James P. Hector, Assignee of the S.A. & M.G. RR Company by patent No. 534, Volume 7, recorded in Hays County, Texas, being situated in Hays County, Texas, being out of the remaining portion of a called 525.22 acre tract of land, as conveyed to Frost National Bank, Independent Executor and Trustee under the Will of Joseph Freeman, and recorded in Volume 359, Page 870, of the Official Public Records of Hays County, Texas, and said 211.284 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron pin with cap stamped "DAM #5348 PROP. COR." set in the Southwesterly Right-of-Way (R.O.W.) line of Staples Road (F.M. 621) (a variable width R.O.W.), being the most Northerly corner of a called 11.44 acre tract of land, as conveyed to Andra Sue Moore, and recorded in Volume 1340, Page 622, of the Official Public Records of Guadalupe County, Texas, and being the most Easterly corner of the remaining portion of said 525.22 acre tract of land and this herein described tract of land;

THENCE departing the Southwesterly R.O.W.) line of said Staples Road, with the Northwestern line of said 11.44 acre tract of land, and with the Southeasterly line of the remaining portion of said 525.22 acre tract of land, S 49° 02' 03" W, a distance of 999.16 feet to a ½" iron pin found for the most Westerly corner of said 11.44 acre tract of land, being the most Northerly corner of a called 2.06 acre tract of land, as conveyed to Adam Harwood, and recorded in Document No. 2016000615, of the Official Public Records of Guadalupe County, Texas, and being a Southeasterly corner of the remaining portion of said 525.22 acre tract of land and this herein described tract of land;

THENCE with the Northwestern line of said 2.06 acre tract of land, and with the Southeasterly line of the remaining portion of said 525.22 acre tract of land, S 49° 09' 46" W, a distance of 199.96 feet to a ½" iron pin found for the most Westerly corner of said 2.06 acre tract of land, being the most Northerly corner of a called 10.02 acre tract of land, as conveyed to C Reynolds Enterprises LLC, and recorded in Document No. 2016001445, of the Official Public Records of Guadalupe County, Texas, and being a Southeasterly corner of the remaining portion of said 525.22 acre tract of land and this herein described tract of land;

THENCE with the Northwestern line of said 10.02 acre tract of land, and with the Southeasterly line of the remaining portion of said 525.22 acre tract of land, the following courses:

S 48° 28' 09" W, a distance of 522.49 feet to a ½" iron pin with cap stamped "DAM #5348 PROP. COR." set for a Southeasterly corner;

S 37° 05' 42" E, a distance of 13.82 feet to a ½" iron pin with cap stamped "DAM #5348 PROP. COR." set for a Southeasterly corner;

THENCE continuing with the common line between said 10.02 acre tract of land and the remaining portion of said 525.22 acre tract of land, S 48° 47' 46" W, a distance of 262.67 feet to a ½" iron pin with cap stamped "BYRN" found for the most Westerly corner of said 10.02 acre tract of land, being the most Northerly corner of a called 10.02 acre tract of land, as conveyed to Chad L. Reynolds, and recorded in Volume 2276, Page 653, of the Official Public Records of Guadalupe County, Texas, and being a Southeasterly corner of the remaining portion of said 525.22 acre tract of land and this herein described tract of land;

THENCE with the common line between said Chad L. Reynolds 10.02 acre tract of land and the remaining portion of said 525.22 acre tract of land, S 48° 45' 39" W, a distance of 784.11 feet to a ½" iron pin with cap stamped "BYRN" found for the most Westerly corner of said Chad L. Reynolds 10.02 acre tract of land, being the most Northerly corner of Lot 315, Rancho Vista Subdivision, as recorded in Volume 4, Page 317-318, of the Map and Plat Records of Guadalupe County, Texas, and being a Southeasterly corner of the remaining portion of said 525.22 acre tract of land and this herein described tract of land;

THENCE with the Southeasterly lines of the remaining portion of said 525.22 acre tract of land, and with the Northwestern lines of Lots 316 through 338, of said Rancho Vista Subdivision, the following courses:

S 49° 15' 03" W, a distance of 419.22 feet to a 5/8" iron pin found for a Southeasterly corner;

S 49° 12' 50" W, a distance of 366.69 feet to a ½" iron pin found for a Southeasterly corner;

S 48° 45' 58" W, a distance of 471.92 feet to a ½" iron pin found for a Southeasterly corner;

S 48° 46' 23" W, a distance of 849.89 feet to a ½" iron pin with cap stamped "DAM #5348 PROP. COR." set for a Southeasterly corner;

S 48° 50' 49" W, a distance of 336.48 feet to a ½" iron pin with cap stamped "DAM #5348 PROP. COR." set for a Southeasterly corner, being the most Westerly corner of said Lot 338, and being the most Northerly corner of Lot 339, of said Rancho Vista Subdivision;

S 48° 31' 56" W, a distance of 276.14 feet to a ½" square pipe found for a Southeasterly corner;

THENCE with the Northwesterly line of said Lot 339, the Northwesterly line of a R.O.W. Dedication, as shown on said Rancho Vista Subdivision plat, and with the Southeasterly line of the remaining portion of said 525.22 acre tract of land, S 49° 41' 38" W, a distance of 303.56 feet to a ½" iron pin with cap stamped "BYRN" found in the Northeasterly R.O.W. line of Redwood Road (C.R. 245) (a variable width R.O.W.), and being the most Southerly corner of the remaining portion of said 525.22 acre tract of land and this herein described tract of land;

THENCE with the Northeasterly R.O.W. line of said Redwood Road, and with the Southwesterly line of the remaining portion of said 525.22 acre tract of land, N 78° 37' 03" W, a distance of 63.40 feet to a ½" iron pin with cap stamped "BYRN" found disturbed in the Northeasterly R.O.W. line of said Redwood Road, being at the beginning of a curve to the right, and being a Southwesterly corner of the remaining portion of said 525.22 acre tract of land and this herein described tract of land;

THENCE continuing with the Northeasterly R.O.W. line of said Redwood Road, same being the Southwesterly line of the remaining portion of said 525.22 acre tract of land, and with said curve to the right, having an arc length of 293.10 feet, a radius of 450.05 feet, a delta angle of 37° 18' 54", a tangent length of 151.96 feet, and a chord bearing and distance of N 60° 11' 19" W, 287.95 feet to a ½" iron pin with cap stamped "BYRN" found in the Northeasterly R.O.W. line of said Redwood Road, and being a Southwesterly corner of the remaining portion of said 525.22 acre tract of land and this herein described tract of land;

THENCE continuing with the Northeasterly R.O.W. line of said Redwood Road, and with the Southwesterly line of the remaining portion of said 525.22 acre tract of land, N 41° 31' 44" W, a distance of 2,066.82 feet to a ½" iron pin with cap stamped "DAM #5348 PROP. COR." set in the Northeasterly R.O.W. line of said Redwood Road, being the most Southerly Southwest corner of a called 45.42 acre tract of land, as conveyed to Hays County, Texas, and recorded in Document No. 16011632, of the Official Public Records of Hays County, Texas, and being a Westerly corner of the remaining portion of said 525.22 acre tract of land and this herein described tract of land;

THENCE departing the Northeasterly R.O.W. line of said Redwood Road, and with the common line between said 45.42 acre tract of land and the remaining portion of said 525.22 acre tract of land, the following courses:

N 48° 29' 12" E, a distance of 5.01 feet to a TXDOT Type-II monument found for a Westerly corner;

N 40° 28' 52" W, a distance of 75.45 feet to a TXDOT Type-II monument found for the most Westerly corner;

N 22° 46' 12" E a distance of 91.57 feet to a TXDOT Type-II monument found for a Westerly corner;

N 68° 41' 16" E, a distance of 168.05 feet to a TXDOT Type-II monument found for a Northwesterly corner, and being at the beginning of a curve to the left;

With said curve to the left, having an arc length of 471.47 feet, a radius of 2,901.10 feet, a delta angle of  $09^{\circ} 18' 41''$ , a tangent length of 236.26 feet, and a chord bearing and distance of  $N 62^{\circ} 57' 18'' E$ , 470.95 feet to a TXDOT Type-II monument found for a Northwestern corner;

$N 63^{\circ} 51' 06'' E$ , a distance of 558.32 feet to a TXDOT Type-II monument found for a Northwestern corner;

$N 68^{\circ} 29' 09'' E$ , a distance of 573.85 feet to a TXDOT Type-II monument found for a Northwestern corner;

$N 68^{\circ} 28' 37'' E$ , a distance of 1,000.08 feet to a TXDOT Type-II monument found for a Northwestern corner;

$N 68^{\circ} 28' 34'' E$ , a distance of 1,000.00 feet to a TXDOT Type-II monument found for a Northerly corner;

$N 70^{\circ} 55' 04'' E$ , a distance of 1,283.59 feet to a TXDOT Type-II monument found for a Northeasterly corner, and being at the beginning of a curve to the left;

With said curve to the left, having an arc length of 910.31 feet, a radius of 2,020.22 feet, a delta angle of  $25^{\circ} 49' 03''$ , a tangent length of 463.02 feet, and a chord bearing and distance of  $N 57^{\circ} 59' 32'' E$ , 902.63 feet to a TXDOT Type-II monument found for a Northeasterly corner;

$N 49^{\circ} 17' 35'' E$ , a distance of 54.92 feet to a TXDOT Type-II monument found for a Northeasterly corner;

$S 86^{\circ} 36' 55'' E$ , a distance of 148.40 feet to a TXDOT Type-II monument found for a Northeasterly corner;

$S 46^{\circ} 14' 23'' E$ , a distance of 76.41 feet to a TXDOT Type-II monument found for a Northeasterly corner;


THENCE continuing with the common line between said 45.42 acre tract of land and the remaining portion of said 525.22 acre tract of land,  $N 43^{\circ} 46' 51'' E$ , a distance of 10.60 feet to a TXDOT Type-II monument found in the Southwesterly R.O.W. line of aforementioned Staples Road, being the most Easterly corner of said 45.42 acre tract of land, and being a Northeasterly corner of the remaining portion of said 525.22 acre tract of land and this herein described tract of land;



THENCE with the Southwesterly R.O.W. line of said Staples Road, and with the Northeasterly line of the remaining portion of said 525.22 acre tract of land, S 42° 43' 07" E, a distance of 510.85 feet to the POINT OF BEGINNING, and containing 211.284 acres of land, more or less.

Bearings based on the Texas State Plane Coordinate System, South Central Zone (4204), North American Datum 1983.

Exhibit prepared this the 22<sup>nd</sup> day of April, 2019.

  
Drew A. Mawyer

Registered Professional Land Surveyor No. 5348  
TBPLS Firm Registration #10191500  
5151 W SH 46, New Braunfels, Texas, 78132  
LJA047- SE TRACT- ALTA- SURFACE- REV 042319



**BEING** A 0.250 ACRE TRACT OF LAND OUT OF THE J.W. WILSON SURVEY, ABSTRACT NUMBER 481 AND THE S.A. AND M.G. RR COMPANY SURVEY, SITUATED IN HAYS COUNTY, TEXAS, PREVIOUSLY DESCRIBED AS BEING A 1.611 ACRE TRACT IN VOLUME 3205, PAGES 543-551, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, SAID TRACT BEING A SAVE AND EXCEPT FROM A 211.284 ACRE TRACT (TRACT 2) OUT OF A REMAINING PORTION OF A CALLED 525.22 ACRE TRACT, DESCRIBED IN VOLUME 359, PAGE 870, DEED RECORDS, HAYS COUNTY, TEXAS (D.R.H.C.T.); SAID 0.250 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT A SET 5/8-INCH IRON ROD WITH CAP STAMPED "LJA" ON THE WEST RIGHT-OF-WAY LINE OF FARM TO MARKET (F.M.) 621 (STAPLES ROAD) (80' WIDE RIGHT-OF-WAY), FOR THE SOUTHEAST CORNER OF SAID TRACT 2, SAME BEING THE SOUTHEAST CORNER OF THIS TRACT, FROM WHICH A TXDOT TYPE-II CONCRETE MONUMENT FOUND BEARS NORTH 86 DEGREES 55 MINUTES 52 SECONDS EAST, A DISTANCE OF 1.35 FEET;

**THENCE** SOUTH 49 DEGREES 02 MINUTES 03 SECONDS WEST, WITH THE SOUTH LINE OF SAID TRACT 2, A DISTANCE OF 20.01 FEET TO A CALCULATED POINT FOR THE SOUTHWEST CORNER OF THIS TRACT;

**THENCE** THROUGH THE INTERIOR OF SAID TRACT 2 THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) NORTH 42 DEGREES 43 MINUTES 07 SECONDS WEST, A DISTANCE OF 509.87 FEET TO A CALCULATED POINT, AND
- 2) NORTH 44 DEGREES 46 MINUTES 55 SECONDS WEST, A DISTANCE OF 84.09 FEET TO A CALCULATED POINT ON THE NORTH LINE OF SAID TRACT 2, SAME BEING THE SOUTH RIGHT-OF-WAY LINE OF F.M. 110 (PUBLIC RIGHT-OF-WAY);

**THENCE** SOUTH 86 DEGREES 36 MINUTES 55 SECONDS EAST, WITH THE NORTH LINE OF SAID TRACT 2 AND THE SOUTH RIGHT-OF-WAY LINE OF F.M. 110, A DISTANCE OF 11.18 FEET TO A CALCULATED POINT;

**THENCE** WITH THE EAST LINE OF SAID TRACT 2 AND THE WEST RIGHT-OF-WAY LINE OF SAID F.M. 621 (STAPLES ROAD) THE FOLLOWING THREE (3) COURSES AND DISTANCES:

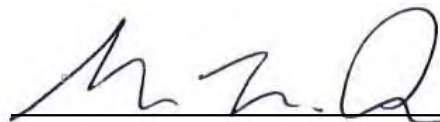
- 1) SOUTH 46 DEGREES 14 MINUTES 23 SECONDS EAST, A DISTANCE OF 76.41 FEET TO A CALCULATED POINT,
- 2) NORTH 43 DEGREES 46 MINUTES 51 SECONDS EAST, A DISTANCE OF 10.60 FEET TO A TXDOT TYPE-II CONCRETE MONUMENT FOUND, AND

(INTENTIONALLY LEFT BLANK)

- 3) SOUTH 42 DEGREES 43 MINUTES 07 SECONDS EAST, A DISANCE OF 510.85 FEET TO THE **POINT OF BEGINNING**, CONTAINING 0.250 OF AN ACRE OF LAND, MORE OR LESS.

BEARING BASIS:

ALL BEARINGS SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83/2011. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00011. UNITS: U.S. SURVEY FEET.



GORDON ANDERSON, RPLS # 6617  
LIA SURVEYING, INC.  
7500 RIALTO BLVD., BLDG. II, SUITE 150  
AUSTIN, TEXAS 78735  
TEXAS FIRM NO. 10194533  
DATE: 11/19/2020



**EXHIBIT B**  
**Form of Joinder Agreement**

**JOINDER AGREEMENT**

THIS JOINDER AGREEMENT (this “Joinder Agreement”), effective as of \_\_\_\_\_, 20\_\_\_\_, is executed by HAYS COUNTY MUNICIPAL UTILITY DISTRICT NO. 9 (the “District”), in connection with that certain Consent Agreement (the “Consent Agreement”) effective as of \_\_\_\_\_, 2021, entered into by and among the CITY OF SAN MARCOS, TEXAS, a home-rule municipality (the “City”), HK RILEY’S POINTE, LLC, a Texas limited liability company (“HK Riley’s Pointe”), and BENCHMARK ACQUISITIONS, LLC, a Texas limited liability company (“Benchmark”, collectively with HK Riley’s Pointe, the “Owners” and each an “Owner”). Capitalized terms used in this Joinder Agreement but not otherwise defined herein shall have the definitions provided in the Consent Agreement.

In accordance with the Consent Agreement, a copy of which is attached hereto and incorporated herein as Exhibit A, the District executes this Joinder Agreement to become a Party to the Consent Agreement. Accordingly, the District hereby agrees as follows with the City and Owners:

1. The District acknowledges and confirms that it has received a copy of the Consent Agreement and the exhibits and schedules thereto.
2. The District acknowledges, agrees, and confirms that, by its execution of this Joinder Agreement, the District shall automatically be deemed a Party to the Consent Agreement, and shall have all of the rights and obligations of the District with regard to the Property within the District as if it had originally executed the Consent Agreement. The District hereby ratifies, as of the date hereof, and agrees to be bound by all of the terms, provisions, and conditions contained in the Consent Agreement applicable to it to the same effect as if it were an original Party thereto.
3. This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and exclusive venue shall lie in Hays County, Texas.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the District has caused this Joinder Agreement to be executed by its authorized officer as of the date and year first written above.

**DISTRICT:**

**HAYS COUNTY MUNICIPAL UTILITY  
DISTRICT NO. 9**

By: \_\_\_\_\_  
President, Board of Directors

**EXHIBIT A**  
**Consent Agreement**

**EXHIBIT C**  
**Form of Consent Ordinance**

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE GRANTING THE CONSENT OF THE CITY OF SAN MARCOS, TEXAS, TO THE CREATION OF HAYS COUNTY MUNICIPAL UTILITY DISTRICT NO. 9 WITHIN THE CITY'S EXTRATERRITORIAL JURISDICTION**

WHEREAS, the City of San Marcos, Texas (the "City") received a Petition for Consent to the Creation of a Municipal Utility District and inclusion of 475.393 acres of land, more or less, located in the City's extraterritorial jurisdiction, as more particularly described in Exhibit A attached hereto (the "Land"); and

WHEREAS, Section 54.016 of the Texas Water Code and Section 42.042 of the Texas Local Government Code provide that land within a municipality's extraterritorial jurisdiction may not be included within a municipal utility district without the municipality's written consent;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS:

That the City Council of the City of San Marcos, Texas, gives its written consent to the creation of Hays County Municipal Utility District No. 9 and the inclusion of the Land therein.

PASSED AND APPROVED on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Secretary

**EXHIBIT A**  
**Legal Description**



**EXHIBIT D**  
**Form of Strategic Partnership Agreement**

**STRATEGIC PARTNERSHIP AGREEMENT**

THE STATE OF TEXAS           §  
  §  
COUNTY OF HAYS           §

This **STRATEGIC PARTNERSHIP AGREEMENT** (this "*Agreement*") is made and entered into, effective as of \_\_\_\_\_, 202\_\_, by and between the **CITY OF SAN MARCOS, TEXAS**, a home-rule municipality (the "*City*"), and **HAYS COUNTY MUNICIPAL UTILITY DISTRICT NO. 9**, a conservation and reclamation district created pursuant to Article XVI, Section 59, Texas Constitution, and operating pursuant to Chapters 49 and 54, Texas Water Code (the "*District*").

**RECITALS**

The District was created with the consent of the City for the purpose of providing water, sewer, drainage, and road facilities to the land within its boundaries. The District is located entirely within the extraterritorial jurisdiction ("*ETJ*") of the City.

Texas Local Government Code Section 43.0751 (the "*Act*") provides that the City and the District may enter into a strategic partnership agreement by mutual consent, and the City and the District desire to enter into such an agreement.

The City and the District, after the provision of required notices, held public hearings in compliance with the Act. Based upon public input received at such hearings, the City and the District wish to enter into a strategic partnership agreement to plan for the eventual full-purpose annexation of the District by the City.

**NOW, THEREFORE**, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the City and the District agree as follows:

**ARTICLE I.**  
**DEFINITIONS**

1.01. Definitions. The terms *Act*, *Agreement*, *City*, *District* and *ETJ* shall have the meanings provided for them in the recitals, above. Except as may be otherwise defined, or the context clearly requires otherwise, capitalized terms and phrases used in this Agreement shall have the meanings as follows:

*City Consent* means the resolution or ordinance of the City consenting to the creation of the District.

*Commercial* means all non-residential development, except for developments owned by a tax-exempt entity, a non-profit entity or a homeowner or property owner association.

*Commission* means the Texas Commission on Environmental Quality and its successors.

*Developer* means the entity or entities advancing funds to the District for the design and construction of District facilities and for other legal purposes which advances are subject to reimbursement by the District pursuant to the rules of the Commission or other applicable law.

*Land* means the land within the District's boundaries, as those boundaries may be modified from time to time.

*Person* means any individual, partnership, association, firm, trust, estate, public or private corporation, or any other entity whatsoever.

*Related Agreements* means that certain (i) Utility Agreement between the District and the City dated \_\_\_\_\_, (ii) Development Agreement between HK Baugh Ranch, LLC, HK Riley's Pointe, LLC, Benchmark Acquisitions, LLC, HK Real Estate Development, LLC, and the City dated \_\_\_\_\_, and (iii) Consent Agreement governing consent to creation of the District.

*Sales and Use Tax* means the sales and use tax authorized to be imposed in the District by the Act and TEX. TAX CODE, Chapter 321.

1.02. Findings and conclusions. The City and the District hereby find and declare:

a. The Act authorizes the City and the District to enter into this Agreement.

b. In compliance with Subsection (p) of the Act, this Agreement (i) does not require the District to provide revenue to the City solely for the purpose of an agreement with the City to forgo annexation of the District, and (ii) provides benefits to each party, including revenue, services, and regulatory benefits, which are reasonable and equitable with regard to the benefits provided to the other party.

c. All the terms and conditions contained in this Agreement are lawful and appropriate to provide for the provision of municipal services and annexation.

d. The District is not obligated to make payments to the City for services except as otherwise provided herein.

e. This Agreement has been duly adopted by the City and the District after conducting two public hearings at which members of the public who wanted to present testimony or evidence regarding the Agreement were given the opportunity to do so. Notice of each hearing was published in the format required by TEX. LOCAL GOV'T CODE, Section 43.123(b) and was published at least once on or after the 20th day before each public hearing of the City. The District's notice of each hearing was given as required under the TEX. WATER CODE for other district notifications.

## **ARTICLE 2 ANNEXATION OF THE DISTRICT**

2.01. Conditions to annexation. The parties agree that the District and its residents should be allowed to develop and function with certainty regarding the conditions under which annexation will be authorized by the City. As a result, the City and the District agree that, without regard to the City's right and power under existing or subsequently enacted law and subject to Section 2.02, the City will not fully annex any property within District until both of the following conditions have been satisfied, and shall thereafter be authorized, but not required, to fully annex the District for any purpose:

a. All of the District's water, sanitary sewer, drainage, and road facilities have been constructed to serve at least ninety percent (90%) of the property within the District.

b. The Developer, and the Developer's successors or assigns, have been fully reimbursed by the District to the maximum extent permitted by the rules of the Commission or other applicable law.

In addition to satisfaction of the conditions provided above, if the District has bonds, notes or other indebtedness outstanding that is payable from and secured by the District's ad valorem taxes, the City shall not be authorized to annex the District for full purposes unless and until the City is authorized to levy an ad valorem tax on property in the District and is authorized to levy an ad valorem tax in an amount sufficient to pay the assumed District indebtedness.

Subject to all of the foregoing, the District hereby consents to the full purpose annexation of all Land within the District on the Full-Purpose Annexation Date (defined herein) without further procedural action of any kind by the City Council or the District's Board of Directors in accordance with Section 43.0751(f)(6) and (h) of the Texas Local Government Code. For purposes of this Agreement, the "Full-Purpose Annexation Date" is the date on which the City Council adopts an ordinance that includes all of the Land within the District within the full-purpose boundary limits of the City, which date shall not be prior to satisfaction of all conditions set forth in Section 2.01.

2.02. Annexation of Commercial property. Notwithstanding Section 2.01, when property within the District is developed for Commercial purposes, the City may annex for limited purposes Commercial property within the District (the "*Annexed Commercial Property*"). The City and the District shall work together to identify such Commercial property to be annexed for limited purposes. In the event Commercial property is annexed for limited purposes, the District shall remain in existence, with full powers, and any Annexed Commercial Property shall also remain in the boundaries of the District, subject to the full power and authority of the District otherwise vested in the District, including with respect to water, wastewater, drainage and road facilities and services. The limited purpose annexation of Commercial property is solely for the imposition and collection of the City's Sales and Use Tax within the Annexed Commercial Property. The City shall not impose its ad valorem taxes upon any portion of the District property during the period of limited purpose annexation. This annexation provision is in lieu of any full purpose annexation of Commercial property or annexation of residential property prior to the annexation of the entire District as provided in this Article.

In accordance with TEX. LOCAL GOV'T CODE, Section 43.0751(r)(2), the District consents to noncontiguous annexation of the Annexed Commercial Property.

2.03. Operations prior to full annexation. Prior to annexation of the entire District for full purposes, except as may be specifically provided in this Agreement, the District is authorized to exercise all powers and functions of a municipal utility district provided by law, including, without limiting the foregoing, the power to incur additional debts, liabilities, or obligations, to construct additional facilities, or to contract with others for the provision and operation thereof, or sell or otherwise transfer property without prior approval of the City, and the exercise of such powers is hereby approved by the City.

2.04. Continuation of the District following full annexation. Upon full purpose annexation of the entire District under the provisions of Section 2.01 above, the District will continue to exist for an extended period to allow for the completion of District operations and the integration of the District's systems into the City's systems,

following which period the City shall act to dissolve the District in accordance with applicable law. If the City has not dissolved the District within 90 days after such annexation under Section 2.01, then the District shall be automatically dissolved on the 91st day after such annexation. At such time, the City will assume all rights, assets, liabilities and obligations of the District (including all obligations to reimburse the developers within the District) and the District will not be continued or converted for limited purposes. Upon full purpose annexation, fees and charges imposed on residents of the former District for services provided by the City shall be equal to those fees and charges imposed on all other residents of the City.

### **ARTICLE 3 LIMITED PURPOSE ANNEXATION OF LAND**

3.01. Imposition of the City's Sales and Use Tax. Pursuant to Subsection (k) of the Act, the City shall impose a Sales and Use Tax within the Annexed Commercial Property upon the limited purpose annexation of the Commercial property. The Sales and Use Tax shall be imposed on all eligible commercial activities at the rate allowed under Chapter 321 of the TEX. TAX CODE. The sales and use tax shall take effect on the date described in TEX. TAX CODE, §321.102.

3.02. Consent to limited purpose annexation. The District hereby requests that the City annex the Commercial property solely for the purposes provided in this Agreement. The District consents to such annexations, from time to time, and to the collection of sales and use tax revenues by the City within the Annexed Commercial Property. Such consent shall bind the District.

3.03 Limited purpose annexation. The Parties agree that the City may annex the Commercial property for the sole and limited purpose of collecting Sales and Use Taxes authorized by Chapter 321 of the TEX. TAX CODE to be imposed by the City on sales consummated within the Annexed Commercial Property. The District acknowledges and agrees that the City Council may adopt a limited purpose annexation ordinance applicable to the Commercial property at a meeting conducted in accordance with Chapter 551 of the Texas Local Government Code and that no further notices, hearings, or other procedures shall be required to adopt such limited purpose annexation ordinance.

3.04 Duties during limited purpose annexation. The Parties acknowledge and agree that the limited purpose annexation of Commercial property within the District pursuant to this Agreement shall not obligate the City to provide any municipal services to such land, other than as set forth in the Related Agreements, and further agree that the Sales and Use Tax revenues derived from such land within the District may be used by the City for any lawful purpose in any geographic portion of the City, as permitted by law.

3.05 Property taxation during limited purpose annexation. The District and the City agree that upon and after the effective date of this Agreement, the District may continue to levy and collect its property tax on all assessed valuation within the District boundaries and the City shall not levy and collect ad valorem taxes on property in the District until the time the City elects to annex the land within the District for full purposes.

#### **ARTICLE 4 DEFAULT, NOTICE AND REMEDIES**

4.01. Default; notice. A breach of any material provision of this Agreement after notice and an opportunity to cure shall constitute a default. The non-breaching party shall notify the breaching party of an alleged breach, which notice shall specify the alleged breach with reasonable particularity. If the breaching party fails to cure the breach within a reasonable time not sooner than 30 days after receipt of such notice (or such longer period of time as the non-breaching party may specify in such notice), the non-breaching party may declare a default hereunder and exercise the remedies provided in this Agreement in the event of default.

4.02. Remedies. In the event of a default hereunder, the remedies of the non-defaulting party shall be limited to either or both of the following:

a. Monetary damages for actual losses incurred by the non-defaulting party if such recovery of monetary damages would otherwise be available under existing law and the defaulting party is not otherwise immune from paying such damages; and

b. Injunctive relief specifying the actions to be taken by the defaulting party to cure the default or otherwise comply with its obligations hereunder. Injunctive relief shall be directed solely to the default and shall not address or include any activity or actions not directly related to the default.

#### **ARTICLE 5 MISCELLANEOUS**

5.01. Beneficiaries. This Agreement shall bind and inure to the benefit of the parties, their successors and assigns. This Agreement shall be recorded with the County Clerk in the Official Public Records of Hays County and shall bind and benefit each owner and each future owner of land included within the District's boundaries in accordance with Tex. Local Gov't Code, Section 43.0751(c). In the event of annexation of the District by the City, the Developer shall be considered a third-party beneficiary of this Agreement.

5.02 Term. This Agreement shall commence and bind the parties on the effective date first written above and continue for forty-five (45) years thereafter, unless terminated on an earlier date pursuant to other provisions or by express written agreement executed by the City and the District. Upon the expiration of the initial term, this Agreement shall automatically be extended for successive one-year periods, unless either the City or the District give notice to the other of its intent to terminate prior to any extension term.

5.03. Notice. Any notices or other communications ("*Notice*") required to be given by one party to another by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (i) by delivering the same in person, (ii) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified, or (iii) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing "next day delivery", addressed to the party to be notified, or (iv) by sending the same by electronic mail ("*email*") with confirming copy sent by regular mail. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed as provided below, shall be as follows:

City: City of San Marcos, Texas  
630 East Hopkins Street  
San Marcos, Texas 78666  
Attn: \_\_\_\_\_  
Email: \_\_\_\_\_

District: Hays County Municipal Utility District No. 9  
c/o Allen Boone Humphries Robinson  
1108 Lavaca Street, Suite 510  
Austin, Texas 78701  
Attn: Mr. Ryan Harper  
Email: rharper@abhr.com

The parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by giving at least five days' written notice to the other parties. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday or legal holiday.

5.04. Time. Time is of the essence in all things pertaining to the performance of this Agreement.

5.05. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected.

5.06. Waiver. Any failure by a party hereto to insist upon strict performance by the other party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and such party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

5.07. Applicable law and venue. The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall be in Hays County, Texas.

5.08. Reservation of rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws.

5.09. Further documents. The parties agree that at any time after execution of this Agreement, they will, upon request of another party, execute and deliver such further documents and do such further acts and things as the other party may reasonably request in order to carry out the terms of this Agreement.

5.10. Incorporation of exhibits and other documents by reference. All exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement.

5.11. Effect of state and federal laws. Notwithstanding any other provision of this Agreement, the District and the City shall comply with all applicable statutes or regulations of the United States and the State of Texas.

5.12. Authority for execution. The City hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the charter of the City and City ordinances. The District hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted by the Board of Directors of the District.

**SIGNATURE PAGES FOLLOW**



IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement effective as of the date first written above.

CITY OF SAN MARCOS, TEXAS

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

ATTEST:

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

THE STATE OF TEXAS           §

§

COUNTY OF HAYS           §

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of the City of San Marcos, Texas, on behalf of said city.

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

(NOTARY SEAL)

HAYS COUNTY MUNICIPAL UTILITY  
DISTRICT NO. 9

By: \_\_\_\_\_  
President, Board of Directors

ATTEST:

By: \_\_\_\_\_  
Secretary

THE STATE OF TEXAS       §  
                                     §  
COUNTY OF HAYS       §

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, President of the Board of Directors of Hays County Municipal Utility District No. 9, a political subdivision of the State of Texas, on behalf of said political subdivision.

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

(NOTARY SEAL)