

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WASTEWATER EASEMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

GRANT OF EASEMENT:

DACY LANE, LLC, a Texas limited liability company ("Grantor"), for the sum of Ten and No/100 Dollars (\$10.00), the additional material consideration described below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell, and convey unto **CROSSWINDS MUNICIPAL UTILITY DISTRICT**, a political subdivision of the State of Texas ("Grantee"), whose address is c/o Andy Barrett & Associates, PLLC, 3300 Bee Cave Road, Suite 650 #189, Austin, Texas 78746, an easement and right-of-way ("Easement") upon and across the property of Grantor that is more particularly described on **Exhibit "A"** attached hereto and incorporated herein by reference ("Easement Tract").

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and permitted assigns, together with the rights and privileges and on the terms and conditions set forth below.

Grantor does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted, unto Grantee, its successors and permitted assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise, subject to all matters of record and visible and apparent on the ground, to the extent the same are valid and subsisting and affect the Easement Tract, and the matters set forth herein.

CHARACTER OF EASEMENT:

The Easement is an easement in gross.

PURPOSE OF EASEMENT:

The purpose of the Easement is for constructing, installing, maintaining, operating, inspecting, repairing, replacing, and making connections to a 12-inch public wastewater line and related facilities and equipment more particularly described in the plans and specifications attached hereto as **Exhibit "B"** and incorporated herein by reference (collectively, the "Facilities") within the Easement Tract, and for no other purpose. The public wastewater line must be installed, constructed, and maintained so that the top center of the line will be located to a depth of at least (i) 120 inches below the surface of Grantor's proposed driveway on Grantor's Property (defined below), (ii) 132 inches below the existing surface of the Easement Tract at Grantor's connection point to the Facilities, and (iii) 102 inches below the remainder of the existing surface of the Easement Tract, all as shown on **Exhibit "B"**.

03-01247-54849

DURATION OF EASEMENT:

The Easement will be perpetual until terminated as provided herein. If Grantee does not substantially construct the Facilities within the Easement Tract within 12 months after the date of this agreement, then this agreement, the Easement, and the Temporary Construction Easement (defined below) will automatically terminate, and the fee owner(s) of the Easement Tract may execute and record in the Official Public Records of Hays County, Texas, a written instrument stating under oath that this agreement and the Easement and the Temporary Construction Easement granted herein are terminated. If Grantee constructs the Facilities within the Easement Tract within 12 months after the date of this agreement, then this agreement and the Easement will continue in effect until such time as the Facilities are abandoned and/or removed from the Easement Tract for a period of 12 continuous months, and the fee owner(s) of the Easement Tract execute and record in the Official Public Records of Hays County, Texas, a written instrument stating under oath that the Facilities have been abandoned or removed from the Easement Tract for a period of 12 continuous months and further stating that this agreement and the Easement granted herein are terminated.

TEMPORARY CONSTRUCTION EASEMENT:

In addition to the Easement, Grantor hereby grants and conveys to Grantee a temporary construction easement (the "Temporary Construction Easement") in, upon, over, and across the property of Grantor more particularly described as a strip of land 20 feet in width along and adjacent to the westerly boundary line of the Easement Tract (the "Temporary Construction Easement Area"), which is shown and labeled as "20' TCE" on the sketch attached hereto as page 2 of **Exhibit "A"**. The purpose of the Temporary Construction Easement is for Grantee's use, to the extent reasonably necessary and convenient, to construct and install the Facilities within the Easement Tract. The Temporary Construction Easement will terminate and be of no further force or effect on the date that is six months after the date of the written notice to the contractor to proceed with the construction and installation of the Facilities. Upon completion of construction and installation of the Facilities within the Easement Tract, and in any event prior to termination of the Temporary Construction Easement, Grantee, at its expense, will restore the surface of the Temporary Construction Easement Area to substantially the same condition that existed prior to Grantee's use of the Temporary Construction Easement Area.

NON-EXCLUSIVENESS OF EASEMENT:

The Easement and the Temporary Construction Easement are non-exclusive. Grantor, as owner of the property more particularly described on **Exhibit "C"** attached hereto and incorporated herein by reference ("Grantor's Property"), and for the benefit of previous and any subsequent grantees of Grantor, hereby retains, reserves, and will continue to enjoy the use of the Easement Tract and the Temporary Construction Easement Area for any and all purposes that do not materially interfere with or unreasonably prevent the use by Grantee of the Easement and the Temporary Construction Easement as contemplated in this agreement. Without limiting the foregoing, Grantor may (i) alter or otherwise use the Easement Tract and the Temporary Construction Easement Area for purposes that do not materially interfere with Grantee's exercise of the rights herein granted; (ii) place, install, construct, operate, repair, and maintain roadways, driveways, curbs, sidewalks, parking areas, fences, landscaping, irrigation facilities, light facilities, drainage lines and systems, and other utility lines and facilities (including, without limitation, water, wastewater, electric, telephone, cable television, and gas lines, facilities, and systems) in, on, over, under, and across the Easement Tract and the Temporary Construction Easement Area (but may not install parallel lines within the Easement Tract); (iii) grant public and/or private easements for such uses; and (iv) raise or lower the level of the surface of the Easement Tract (provided in the event the surface of the Easement Tract is

lowered, Grantee shall have to obligation to lower Grantee's then existing line. Grantor agrees, however, that while the Easement is in full force and effect: (i) Grantor will not use the Easement Tract in any manner or grant any easement or other encumbrance that materially interferes with or unreasonably prevents the use by Grantee of the Easement and the Temporary Construction Easement as contemplated in this agreement; and (ii) no permanent building or habitable structure will be placed or constructed on the surface of the Easement Tract without first obtaining the prior written consent of the City of Kyle (the "City").

RESTORATION:

Upon completion of any construction, maintenance, or repair, and otherwise following any other use of the Easement or the Temporary Construction Easement that disturbs the surface of the Easement Tract, the Temporary Construction Easement Area, or any other portions of Grantor's Property, Grantee, at its sole cost and expense, must promptly fill all trenches, remove all construction debris, and restore the surface of the Easement Tract, the Temporary Construction Easement Area, and the other portions of Grantor's Property to substantially the same condition which existed prior to commencement of such construction, maintenance, or repair. All rocks, timber, brush, and other debris generated by any construction, maintenance, or repair must be removed from the Easement Tract and the Temporary Construction Easement Area and may not be placed on other portions of Grantor's Property, unless specifically approved in writing by Grantor. Further, if Grantee, in the exercise of its rights hereunder, disturbs or damages any improvements located upon the Easement Tract, the Temporary Construction Easement Area, or the other portions of Grantor's Property, Grantee must promptly upon completion of the work which caused the disturbance or damage, repair the improvement to substantially the same condition that existed prior to Grantee's work, utilizing comparable materials, at Grantee's sole expense.

COORDINATION; CONSTRUCTION; MAINTENANCE; RESTORATION:

Grantee will use reasonable efforts to coordinate its activities within the Easement Tract and the Temporary Construction Easement Area with Grantor so as to minimize interference with the development of Grantor's Property. Grantee agrees that its activities will be conducted with all due diligence and done in such a manner as to prevent injury to persons or property. Any and all equipment, improvements, or facilities placed or installed on the Easement Tract by Grantee will remain the property of Grantee. Grantee will be solely responsible for the design and construction of the Facilities within the Easement Tract, and any damages resulting from the activities of Grantee hereunder or the use of the Easement Tract, the Temporary Construction Easement Area, or any other portion of Grantor's Property by Grantee or its employees, agents, contractors, licensees, invitees, successors, or assigns. Grantee will pay all costs for all construction and other activities associated with the use of the Easement and the Temporary Construction Easement, and will not allow any unpaid mechanics liens to be filed against the Easement Tract, the Temporary Construction Easement Area, or any other portions of Grantor's Property.

Grantee will construct or cause to be constructed the Facilities, at its sole cost and expense, in accordance with the applicable ordinances, rules, regulations and requirements of the City, all federal and state laws and regulations, and the terms of this agreement. Grantee will use its commercially reasonable, good faith, and diligent efforts to obtain approval of engineering plans for the Facilities as promptly as reasonably possible after the date of this agreement. All costs, fees, and expenses incurred in connection with the preparation and processing of such plans for approval will be paid by Grantee. Within 30 days after receipt of all necessary approvals of the plans for the Facilities, Grantee will commence construction of the Facilities, and will diligently and continuously proceed to cause the Facilities to be completed as

promptly as reasonably practicable thereafter, but in no event later than six months after the date of the commencement of the construction of the Facilities. The date the Facilities will be deemed to be completed will be the earlier of: (a) the date that the City issues a final letter of acceptance or compliance, or (b) the date the City issues a conditional letter of acceptance or compliance or has otherwise released any engineering or administrative hold on the issuance of permits required for the construction and occupancy of single-family homes on lots within the applicable phase or section of the Crosswinds development.

Upon completion of the construction and installation of the Facilities, Grantee, at its sole cost and expense, will maintain, operate, and repair the Facilities in a good, safe, and usable condition, in accordance with all applicable ordinances, rules, and regulations of the City, all federal and state laws and regulations, and the terms of this agreement. In no event will Grantor have any responsibility, liability, or obligation for the maintenance, operation, or repair of the Facilities, except to the extent otherwise agreed in writing by Grantor.

To the extent allowed by the Constitution and the laws of the State of Texas, Grantee assumes the entire responsibility for the construction, installation, and maintenance of the Facilities in the Easement Tract, and nothing contained herein will ever be construed to place upon Grantor any manner of liability for injury to or death of persons or for damage to or loss of property arising from or in any manner connected with the acts, conduct, or negligence of Grantee in the construction, installation, and maintenance of the Facilities, except to the extent caused by Grantor's gross negligence or willful misconduct. Grantor is not liable for and Grantee expressly releases Grantor from any and all liability (in tort, contract, or any other basis and of every kind and character whatsoever), claims, judgments, causes of action, suits, losses, damages, costs, and expenses (including reasonable attorneys' fees to and through all appellate proceedings) arising out of injury to or death of persons or for damage to or loss of property arising from the use of the Easement or the Temporary Construction Easement, or from any work on or about the Easement Tract or the Temporary Construction Easement Area performed by Grantee or its employees, agents, contractors, licensees, invitees, successors, or assigns, except to the extent caused by Grantor's gross negligence or willful misconduct.

Grantee agrees that any contract executed by Grantee for the construction of Facilities will contain a provision pursuant to which the contractor will defend, indemnify, and hold Grantor harmless from and against any and all liability, cost, expense, cause of action or other claim whatsoever for injury to or death of persons or for damages to or loss of property arising from or in any manner connected with the construction of the Facilities. Grantee agrees to name Grantor as additional insureds on all liability or other insurance policies to be provided to Grantee by its contractors for the construction of the Facilities contemplated to be constructed in the Easement Tract, and to furnish Grantor a copy of all such policies.

Grantor hereby represents and warrants that Grantor has the power and authority to execute and deliver this agreement.

NO REPRESENTATIONS OR WARRANTIES:

GRANTEE HEREBY EXPRESSLY ASSUMES ALL RISK AND PERILS ASSOCIATED WITH THE EASEMENT AND THE TEMPORARY CONSTRUCTION EASEMENT AND THE USE OF THE EASEMENT TRACT AND THE TEMPORARY CONSTRUCTION EASEMENT AREA GRANTED HEREIN. GRANTOR WILL HAVE NO RESPONSIBILITY, LIABILITY, OR OBLIGATION WITH RESPECT TO ANY PROPERTY OF GRANTEE, IT BEING ACKNOWLEDGED AND UNDERSTOOD BY GRANTEE THAT THE SAFETY AND SECURITY OF ANY SUCH PROPERTY IS THE SOLE RESPONSIBILITY AND RISK OF GRANTEE. GRANTEE ACCEPTS THE CURRENT AND FUTURE CONDITION OF THE EASEMENT, THE WASTEWATER EASEMENT AGREEMENT – PAGE 4
{W0699140.5}

TEMPORARY CONSTRUCTION EASEMENT, THE EASEMENT TRACT, AND THE TEMPORARY CONSTRUCTION EASEMENT AREA **"AS IS", "WHERE IS", AND WITH ALL FAULTS.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, REGARDING THE EASEMENT, THE TEMPORARY CONSTRUCTION EASEMENT, THE EASEMENT TRACT, OR THE TEMPORARY CONSTRUCTION EASEMENT AREA, INCLUDING, BUT NOT LIMITED TO, THE FITNESS FOR ANY USE BY GRANTEE; THE SAFETY OR SECURITY OF THE EASEMENT, THE TEMPORARY CONSTRUCTION EASEMENT, THE EASEMENT TRACT, OR THE TEMPORARY CONSTRUCTION EASEMENT AREA; THE COMPLIANCE OF THE EASEMENT, THE TEMPORARY CONSTRUCTION EASEMENT, THE EASEMENT TRACT, OR THE TEMPORARY CONSTRUCTION EASEMENT AREA WITH ANY APPLICABLE LAW; OR THE COMPLIANCE OF THE CONSTRUCTION OF ANY IMPROVEMENTS ON THE EASEMENT TRACT WITH ANY APPLICABLE LAWS, RULES, REGULATIONS, AND RESTRICTIONS. THIS PROVISION WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

ADDITIONAL MATERIAL CONSIDERATION:

As additional material consideration for Grantor entering into this agreement and granting the Easement and the Temporary Construction Easement, Grantee covenants and agrees as follows:

1. Grantee will pay to Grantor an amount (the "Easement Fee") equal to \$30,000.00, which Easement Fee will be paid concurrently with the full execution and delivery of this agreement.
2. Grantor, at Grantor's sole cost and expense, and under a separate contract with Grantee's contractor, may incorporate into the Facilities a wastewater manhole with a wastewater stub-out within the Easement Tract at a location approved by Grantor and Grantee, which approval will not be unreasonably withheld, such that wastewater service from the Facilities is ready for connection Grantor's Property. Grantor is responsible for working with the City to ensure that sufficient capacity exists in the Facilities. The Facilities will be constructed and installed by Grantee within the Easement Tract.
3. Grantee will support and cooperate with Grantor in connection with Grantor's applications to the City for retail wastewater service to Grantor's Property and for making connections to the Facilities; provided, Grantee shall not be obligated to incur any cost or expense in connection therewith.
4. Grantee will use commercially reasonable and good faith efforts to coordinate and cooperate with Grantor, and Grantee will cause its engineers, general contractor, and subcontractors to coordinate and cooperate with Grantor, in connection with the timing and course of construction and installation of the Facilities in such a manner that will provide Grantor with opportunities to realize cost savings and economies of scale for the water and wastewater improvements that Grantor intends to construct and install within Grantor's Property; provided, Grantee shall not be obligated to incur any expense in connection therewith, or alter, amend or delay its construction schedule for the Facilities. Any such work for Grantor shall be under separate contract between Grantor and such contractor. Provided further, however, that Grantor acknowledges and agrees

that Grantee's schedule for construction is dependent on other factors, including obtaining other easements.

5. Any construction deadlines set forth herein will be extended on a day-for-day basis for any actual delays due to strikes, riots, adverse weather, acts of God, shortages of labor or materials, national emergencies, acts or the public enemy, governmental restrictions, laws or regulations, or any other cause or causes, whether similar or dissimilar to those enumerated herein, beyond Grantee's reasonable control.

REMEDIES:

If Grantee fails to satisfy its obligations under this agreement within 30 days after Grantor's delivery of written notice of such failure to Grantee (or, if such failure cannot be cured within 30 days of delivery of such written notice, Grantee either fails to commence curing such failure within such 30 day period, or fails to diligently pursue the curing of such failure to completion within a reasonable period of time not to exceed 60 days), then Grantor will have the right, but not the obligation, to enter upon the Easement Tract and the Temporary Construction Easement Area and take such actions as are necessary to satisfy such obligations of Grantee. Grantor will also have the right to recover from Grantee the full amount of all reasonable costs and expenses it incurs, including reasonable attorneys' fees, together with interest on all such sums at the rate which is the lesser of (i) 18% per annum or (ii) the highest rate allowed under applicable law. By performing the activities described in this paragraph, Grantor will assume no responsibility, liability, or obligation for those activities other than avoidable damage caused to the Facilities by the gross negligence of its contractors or agents.

No waiver or consent, express or implied, by any party to this agreement of any breach by any party in the performance by such party of its obligations hereunder will be deemed or construed to be a consent to or waiver of any other breach in the performance by such party of the same or any other obligations of such party hereunder. Failure on the part of a party to complain of any act of any party or to declare any party in default, irrespective of how long such failure continues, will not constitute a waiver by such party of its rights hereunder until the applicable statute of limitation period has run.

ENTIRE AGREEMENT:

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument will be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.

BINDING EFFECT:

This agreement will bind and inure to the benefit of the respective parties hereto, their heirs, legal representatives, successors and permitted assigns.

ASSIGNABILITY:

The Easement and the rights of Grantee hereunder may be assigned by Grantee in whole or in part so long as the assignee utilizes the Easement solely as contemplated herein. Without limiting the generality of the foregoing, Grantee may assign the Easement and the rights of Grantee hereunder to the City in connection with Grantee's conveyance of the Facilities to the City for operation and maintenance. Any assignment of the Easement and the rights of Grantee hereunder must include an express assumption by any assignee of the obligations set forth herein.

COUNTERPARTS:

This agreement may be executed in multiple counterparts, each of which will be deemed an original and all of which together will constitute a single instrument.

TIME:

Time is of the essence.

CHOICE OF LAWS:

This agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county in which the Easement Tract is located.

LEGAL CONSTRUCTION:

If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

NEGATION OF PARTNERSHIP OR PUBLIC INTEREST:

None of the terms or provisions of this agreement will be deemed to create a partnership between Grantor, Grantee, or other persons or entities; nor will it cause them to be considered joint venturers or members of any joint enterprise. This agreement is not intended nor will it be construed to create any third party beneficiary rights in any person nor any public rights or easements. This agreement does not dedicate any land or interests in land or other rights to the general public.

AMENDMENT:

This agreement and the Easement may be amended or modified, in whole or in part, only by the written agreement of the owners of all parts of the Easement Tract and Grantee or any successor holder of the Easement.

In witness whereof, this instrument is executed and accepted effective as of this _____ day of _____, 201____.

GRANTOR:

DACY LANE, LLC, a Texas limited liability company

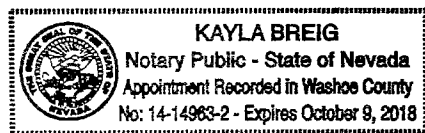
By: [Signature]
Name: Jonathan W Cheng
Title: Manager

Address: 200 West 2nd Street, #1605
Reno, Nevada 89501
Attn: Jonathan Cheng

THE STATE OF Nevada §
§
COUNTY OF Washoe §

This instrument was acknowledged before me on 1st Feb.,
2017, by Jonathan W. Cheng, Manager of Dacy
Lane, LLC, a Texas limited liability company, on behalf of the limited liability company.

(seal)



[Signature]
Notary Public Signature

AGREED AND ACCEPTED:

CROSSWINDS MUNICIPAL UTILITY DISTRICT,
a political subdivision of the State of Texas

By: *Amy Blakely*
Amy Blakely, President

ATTEST:

Elizabeth P. Edwards
Elizabeth P. Edwards, Secretary

THE STATE OF TEXAS §
 §
COUNTY OF Travis §

This instrument was acknowledged before me on January 13,
2017, by Amy Blakely, President of Crosswinds Municipal Utility
District, a political subdivision of the State of Texas, on behalf of the political subdivision.

Shana Wagner
Notary Public Signature

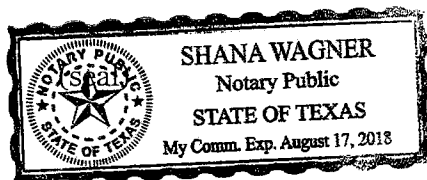


EXHIBIT "A"
EASEMENT TRACT

0.143 ACRES
FN 15-020 DACY
11 NOV 2015

EXHIBIT A

CMA ENGINEERING, INC.
SURVEY FIRM NO. 10193988
1666-001

0.143 ACRES

FIELD NOTE DESCRIPTION OF 0.143 ACRES OF LAND, MORE OR LESS, OUT OF THE ELISHA PRUETT SURVEY, NO. 23, ABSTRACT NO. 376, THE AUGUSTUS BRIGHTA SURVEY, ABSTRACT NO. 517, AND THE JOHN STEWART SURVEY, ABSTRACT NO. 14, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 23.77 ACRE TRACT CONVEYED TO DACY LANE, LLC BY GENERAL WARRANTY DEED RECORDED IN VOLUME 4198, PAGE 372, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 0.143 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod (Chaparral) found for the southeast corner of said 23.77 acre tract and southwest corner of that certain 0.369 acre tract conveyed to Hays County by General Warranty Deed recorded in Volume 3911, Page 40, Official Public Records of Hays County, Texas, for the POINT OF COMMENCEMENT;

THENCE with the southwest line of said 23.77 acre tract, N 61°06'34" W, a distance of 15.03 feet to the POINT OF BEGINNING and southeast corner of the herein described tract;

THENCE continuing with the southwest line of said 23.77 acre tract, N 61°06'34" W, a distance of 15.06 feet;

THENCE over and across said 23.77 acre tract the following three (3) courses:


- 1) N 33°54'16" E, a distance of 373.95 feet,
- 2) N 06°12'23" W, a distance of 27.63 feet, and
- 3) N 33°54'15" E, a distance of 23.28 feet to the northeast line of said 23.77 acre tract and southwest right-of-way line of County Road 122, also known as Bebee Road (right-of-way width varies), from which a 5/8 inch iron rod found in said right-of-way line bears N 46°17'00" W, a distance of 314.93 feet, and a capped 1/2 inch iron rod (Chaparral) found for the northeast corner of said 23.77 acre tract bears S 46°17'00" E, a distance of 23.30 feet;

THENCE leaving said right-of-way line, over and across said 23.77 acre tract the following two (2) courses:

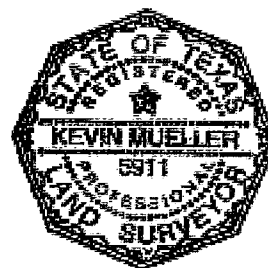
- 1) S 06°12'23" E, a distance of 50.91 feet, and
- 2) S 33°54'16" W, a distance of 378.11 feet to the POINT OF BEGINNING, containing 0.143 acres, more or less.

I, Kevin Mueller, do hereby certify that this description and associated sketch was prepared from a survey performed under my supervision during June of 2015, and is true and correct to the best of my knowledge.

SKETCH TO ACCOMPANY FIELD NOTES


KEVIN MUELLER, RPLS No. 5911
CMA ENGINEERING, INC.
235 LEDGE STONE DRIVE
AUSTIN, TX 78737
PHONE (512) 432-1000

11 NOV 2015



DATE OF SURVEY: JUN 2015

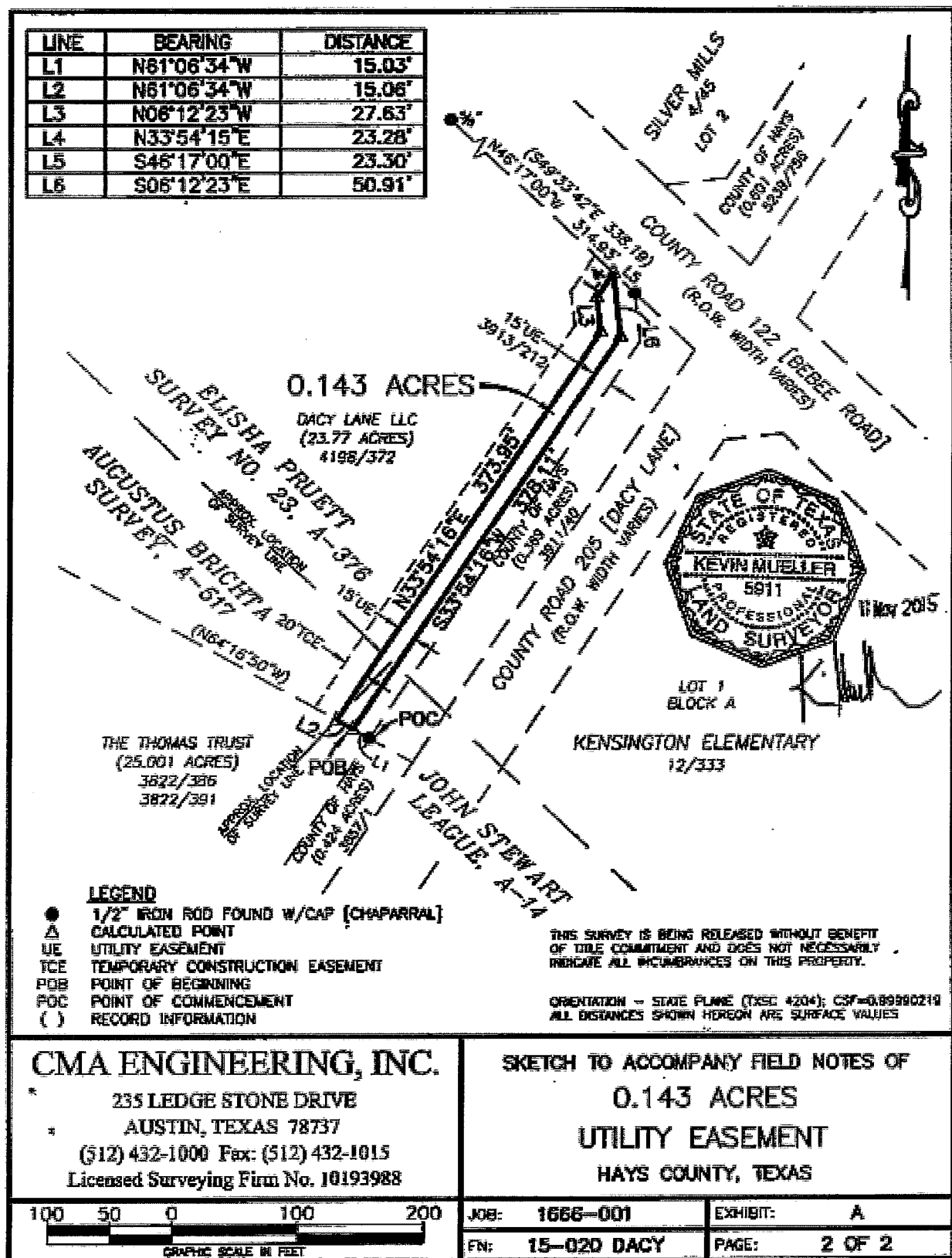
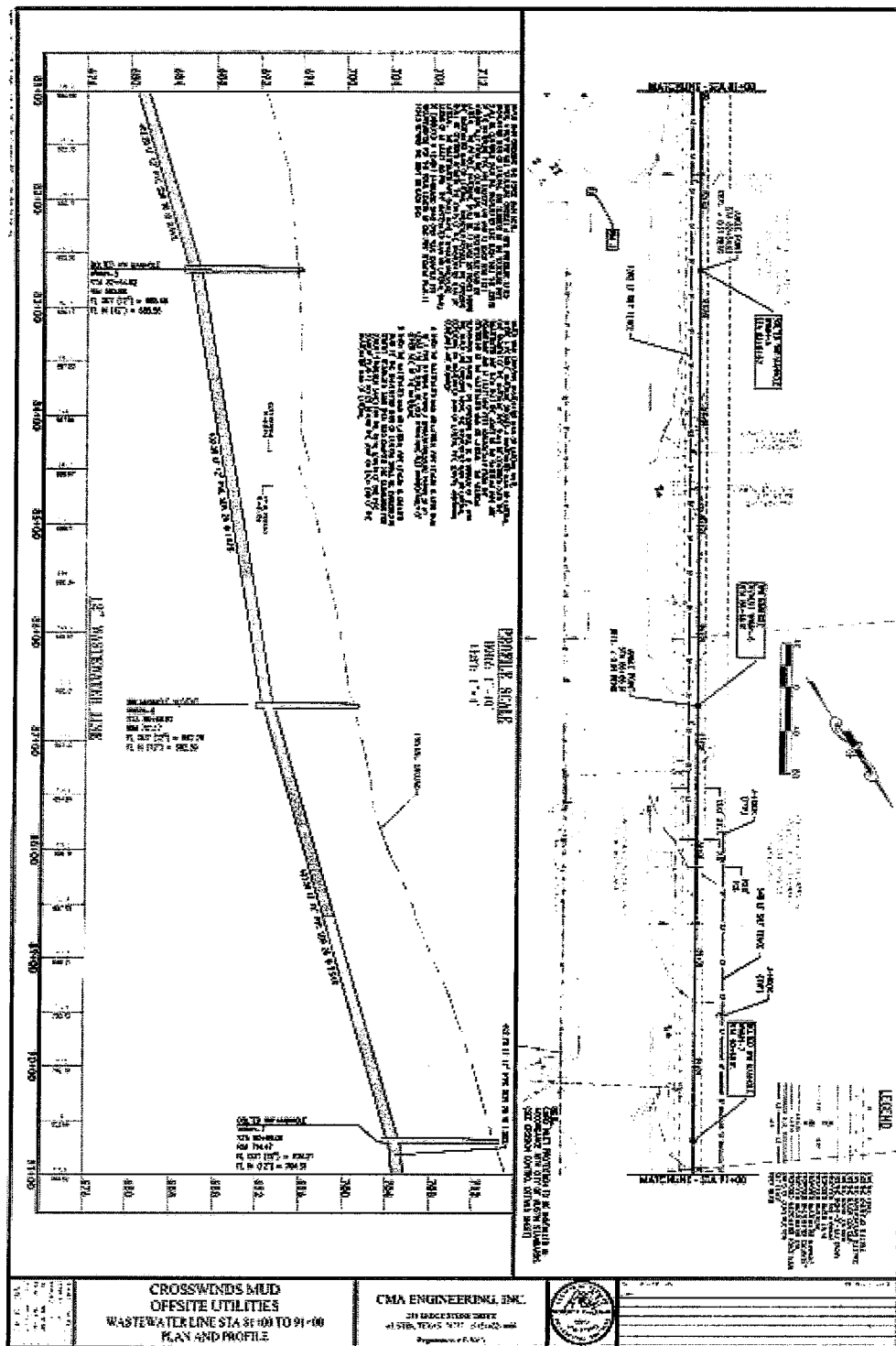


EXHIBIT "B"
THE FACILITIES



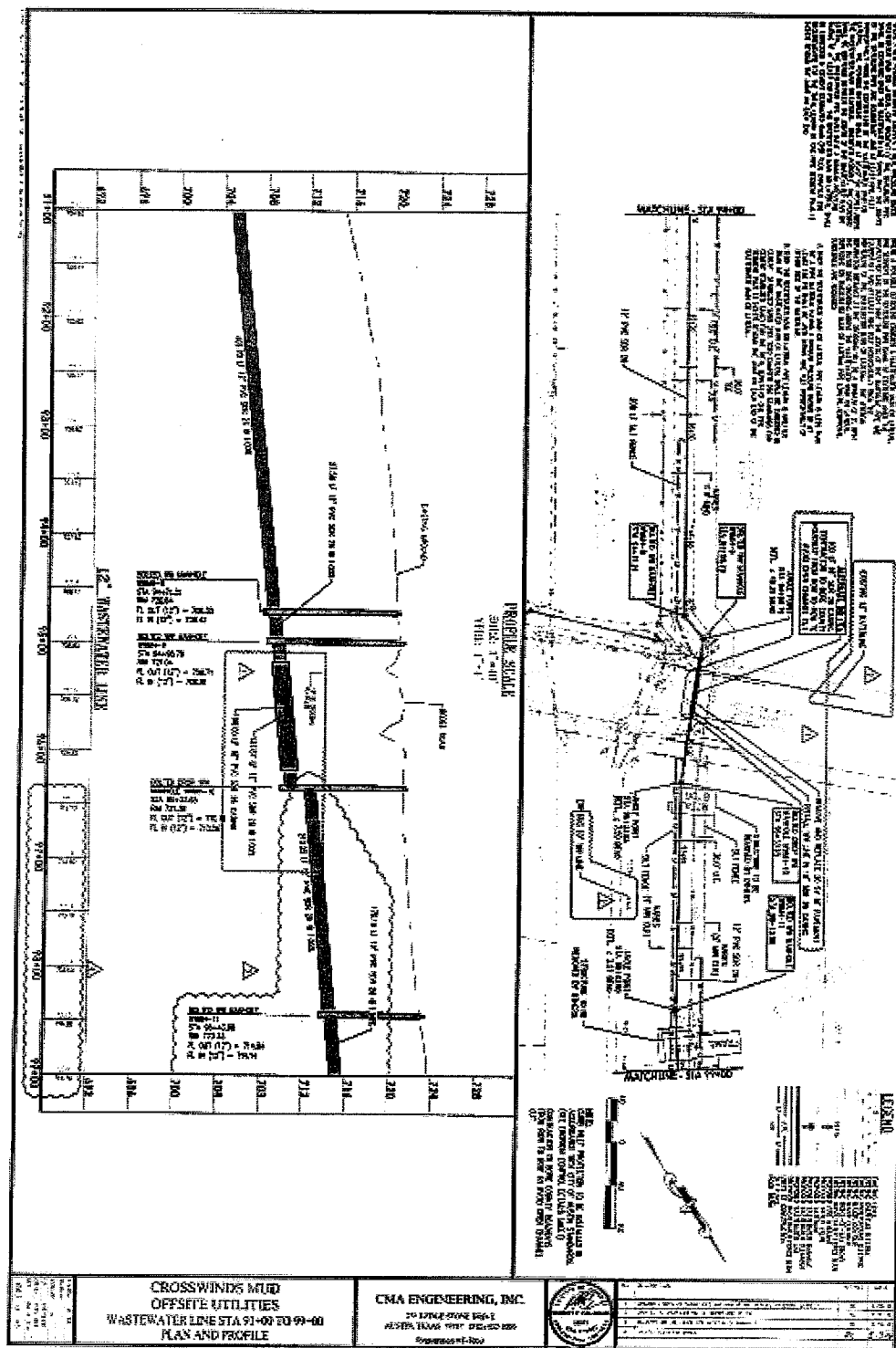


EXHIBIT "C"
GRANTOR'S PROPERTY



TRI-TECH  
SURVEYING COMPANY, L.P.

Formerly Dong Seelig Land Surveyors, PC

Phone: 512-440-0222 Fax: 512-440-0224

3802 Manchaca Austin, Texas 78704

23.77 ACRES

DESCRIPTION OF 23.77 ACRES OF LAND OUT OF THE DAN DOWNER SURVEY #22, ABSTRACT #151, AND THE THOMAS G. ALLEN SURVEY, ABSTRACT #26, AND THE A. BRICHTA SURVEY, ABSTRACT #517, AND THE ELISHA PRUETT SURVEY #23, ABSTRACT #376 AND THE JOHN STEWART LEAGUE ABSTRACT #14, ALL IN HAYS COUNTY, TEXAS, BEING A PORTION OF A 27.097 ACRE TRACT OR PARCEL OF LAND CONVEYED BY GIFT DEED TO FLORENCE W. BERRONG OF RECORD UNDER DOCUMENT NO. 9912825, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS *LESS AND EXCEPT* THAT CERTAIN 2.309 ACRES OF LAND OUT OF THE ELISHA PRUETT SURVEY, HAYS COUNTY, TEXAS BEING MORE PARTICULARLY DESCRIBED IN DEED DATED JANUARY 15, 1996 FROM JOSEPH B. BERRONG TO HAYS COUNTY, TEXAS RECORDED IN VOLUME 1200 PAGE 756, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND FURTHER *LESS AND EXCEPT* THt CERTAIN 0.471 ACRE OF LAND OUT OF THE ELISHA PRUETT SURVEY, IN HAYS COUNTY, TEXAS CONVEYED TO HAYS COUNTY, TEXAS IN VOLUME 1200 PAGE 761, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS *LESS AND EXCEPT* 0.369 ACRE OF LAND CONVEYED TO HAYS COUNTY BY DEED OF RECORD IN VOLUME 3911 PAGE 40, OFFICIAL RECORDS OF HAYS COUNTY, TEXAS

BEGINNING at a 5/8" iron rod found at the Westerly-Southwest corner of the herein described 23.77 acres of land, said iron rod is the Western most Southeast corner of the above said 2.309 acres of land, and from said iron rod the more Western-Southwest corner (no monument recovered) of the 27.097 acres of land bears N64°16'50"W, 21.84 feet, said 5/8" iron rod found is in the current East right of way line of County Road No. 122 (A.K.A. Bebee Road) the above said iron rod lies in the North line of that called 25.001 acres tract of land conveyed to Steven Bruce Thomas, Trustee by warranty deed of record in Volume 3822 Page 391, Official Public Records of Hays County, Texas, said 5/8" iron rod found is the PLACE OF BEGINNING hereof

PAGE 1 OF 2

THENCE along the current East right of way line of County Road No. 122, along a curve to the right, a diagram of which is in Volume 1200 Page 756, Official Public Records of Hays County, Texas, said curve has a radius of 418.37 feet, and length of 663.76 feet, the chord of which bears N66°36'15"E, 596.30 feet to a 5/8" iron rod found at a point of tangency in the current South right of way line of County Road No. 122


THENCE continuing along the current South right of way line of County Road No. 122, shown by diagram recorded in Volume 1200 Page 756, Official Public Records of Hays County, Texas, same being the North line of the herein described 23.77 acres of land, the following four (4) courses and distances:

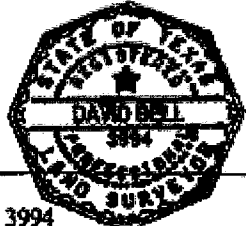
- 1.) S67°58'14"E, bearing basis, 1198.90 feet to a 5/8" iron rod found
- 2.) S58°45'48"E, along a curve to the right, the radius of which is 956.45 feet, the length is 307.51 feet, for a chord distance of 306.19 feet to a 5/8" iron rod found
- 3.) S49°33'42"E, 338.19 feet to a 1/2" iron rod found
- 4.) S09°23'44"E, 38.25 feet to a 1/2" iron rod found at the intersection of the current South right of way line of County Road No. 122 and the current West right of way line of County Road No. 205, for an angle corner hereof

THENCE along the current West right of way line of County Road No. 205 (A.K.A. Dacy Lane) S30°40'24"W, 382.75 feet to a 1/2" iron rod found at the Eastern more Southeast corner hereof, same being a point in the South line of the above said 27.097 acres tract of land, same being the North line of a called 25.001 acres tract of land conveyed to Steven Bruce Thomas, Trustee by Warranty Deed of record in Volume 3822 Page 391, Official Public Records of Hays County, Texas

THENCE N64°16'50"W along the dividing line of the herein described 23.77 acres of land and the called 25.001 acres of land, for a distance of 2,207.53 feet returning to the PLACE OF BEGINNING and containing 23.77 acres of land.

This description is to accompany a survey map of the same 23.77 acres described herein.


David Bell
Registered Professional Land Surveyor No. 3994
Job No. AUS-PL393-11


04/12/2011
Date

WASTEWATER EASEMENT AGREEMENT – EXHIBIT “C” – 2
{W0699140.5}

