

## AGREEMENT REGARDING ROADWAY AND DRAINAGE IMPROVEMENTS -- SPOONER TRACT

This Agreement Regarding Roadway and Drainage Improvements – Spooner Tract (the "Agreement") is made and entered into, effective as of the 15th day of December, 2020 (the "Effective Date"), by and between the **City of Kyle, Texas**, a Texas home rule municipal corporation (the "City"), and the **Sandera Land Development Company, LLC**, a Texas limited liability company (the "Developer"). The City and the Developer are sometimes referred to herein as the "Parties." The Parties agree as follows.

### RECITALS

**WHEREAS**, the Developer has under contract to acquire that certain 179.33 acre parcel, commonly known as the Spooner tract, located in Kyle, Hays County, Texas, being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (the "Property");

**WHEREAS**, the Developer intends to develop the Property for a residential and commercial development (the "Development");

**WHEREAS**, after acquisition of that certain 7.87 acre tract of land described in **Exhibits B and C** attached hereto for all purposes (the "ROW Land"), the La Salle Municipal Utility District No. 1 (the "District") will construct two lanes of the public roadway referred to as Waterstone Boulevard (the "Phase 1 Road") in accordance with that certain Agreement regarding Roadway and Drainage Improvements between the City and the District dated Dec. 15, 2020 (the "District Agreement") and will convey the ROW to the City;

**WHEREAS**, the District will construct additional drainage improvements described in the District Agreement in connection with the construction of the Phase 1 Road;

**WHEREAS**, Waterstone Boulevard will ultimately be a four-lane roadway; and

**WHEREAS**, the City and the Developer wish to coordinate on the timing and obligations related to the Developer's construction of the additional two lanes of Waterstone Boulevard as described in Section 4(a) (the "Phase 2 Road") as well as drainage improvements described herein (the "Drainage Improvements");

**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.

**Section 1. Purpose; Consideration.** The purpose of the Agreement is to address the construction of the Phase 2 Road and the Drainage Improvements (referred to collectively as the "Improvements") as provided herein. The Developer will benefit from this Agreement by having certainty regarding the City standards and regulations applicable to the design and construction of the Improvements.

The City will benefit from this Agreement by ensuring that the Improvements are completed and are designed and constructed to City standards and the conveyance of the ROW Land to the City for future expansion of Waterstone Boulevard. The benefits to the Parties set forth in this Section 1, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

**Section 2. Term; Termination.** The term of this Agreement shall be in full force and effect from the Effective Date hereof. Unless earlier terminated as provided in this Agreement, this Agreement shall terminate upon the completion and City's acceptance of the Improvements and satisfaction of the requirements under Section 5.

### **Section 3. Design and Construction of the Drainage Improvements.**

- (a) The Developer shall design and construct a berm along the southern boundary of the Property generally in the location shown in **Exhibit D** (the "*Drainage Improvements*") and in accordance with construction plans approved by the City, applicable City regulations, applicable state and federal law, and good engineering practices.
- (b) Prior to commencing construction of the Drainage Improvements, the Developer shall submit to the City and obtain City approval of the construction plans for the Drainage Improvements. The construction plans shall be submitted to the City within 45 days of the District notification to the City of Kyle for full approval of construction plans for the Phase 1 Road (particularly beginning at I-35 and traversing to the east boundary of the Spooner Property).
- (c) Construction of the Drainage Improvements shall commence upon the commencement of construction of the Phase 1 Road, after the City of Kyle approves the Drainage Improvement Plans, and shall be completed no later than the earlier to occur of (1) eighteen (18) months from the City's approval of the construction plans for the Drainage Improvements or (2) twenty-four (24) months from the Effective Date.
- (d) The Developer shall post a letter of credit in a form and from an issuer acceptable to the City within 90 days of the Effective Date to guarantee the construction and completion of the Drainage Improvements.
- (e) The Drainage Improvement shall be maintained in perpetuity by the property owners' association ("POA") for the Development, which obligation shall be noted on the plats for the Development. The Developer shall establish a POA at the time that the Developer plats the Development and shall cause the POA to collect sufficient assessments to satisfy the maintenance obligations for the Drainage Improvements.
- (f) The Drainage Improvements shall be located in a municipal utility easement using a form acceptable to the City granted to the City upon the earlier to occur of: (1) the approval of the final plat for the first phase of the Development; or (2) completion of the Drainage Improvements.
- (g) The Developer shall review the drainage needs for the Property in light of proposed Development and work in good faith with the City to resolve those needs. The plan for addressing drainage shall be submitted with the preliminary plat.

### **Section 4. Design and Construction of the Phase 2 Road.**

- (a) The Developer shall design and construct the Phase 2 Road within the existing ROW and on adjacent property as needed to construct the Phase 2 Road in accordance with this Agreement and the approved construction plans, being two additional lanes of Waterstone Boulevard beginning at East Post Oak Road and traversing easterly, parallel to the Phase 1 Road to the eastern boundary of the Property, and shall install curb, gutter, and sidewalks along both the north and south portions of the Phase 2 Road for Phase 2 of Waterstone Boulevard, in accordance with construction plans approved by the City, applicable City regulations, applicable state and federal law, and good engineering practices. With respect to the sidewalks, the sidewalk on one side of Waterstone Boulevard shall be a minimum of eight (8) feet wide and on the other side shall be a minimum of six (6) feet wide when adjacent to commercial properties and a minimum of four (4) feet wide when adjacent to residential properties.
- (b) The Phase 2 Road shall commence upon the earlier to occur of the following: 1) completion of fifty percent (50%) of the subdivision improvements for fifty percent (50%) of the Property (approximately 80 platted acres have been final platted); or 2) three (3) years from the date of approval of the preliminary plat.
- (c) Prior to commencing construction of the Phase 2 Road, the Developer shall submit to the City and obtain City approval of the construction plans for the Phase 2 Road and shall enter into a license agreement in a form acceptable to the City authorizing the Developer to enter the ROW Land to construct the Phase 2 Road.
- (d) The Developer shall post with the City a letter of credit or surety bond in a form and from an issuer acceptable to the City to guarantee construction and completion of the Phase 2 roadway within 30 days after approval of the preliminary plat.
- (e) The Phase 2 Road shall be completed within 365 days after commencement pursuant to Section 4(b).

**Section 5. City Obligations.** The City will acquire drainage easements over the land generally shown in **Exhibit E.** or adjacent land (the “*Drainage Easements*”). Such Drainage Easements are necessary and required for conveyance of stormwater runoff in the Eastern portion of the Quail Ridge subdivision to assist in re-establishing historic drainage patterns. It is acknowledged there is and exists a public necessity for the drainage easements. The City agrees to use its power of eminent domain to acquire such Drainage Easements as may be necessary. The reasonable costs and expenses of the City obtaining the Drainage Easements shall be paid by Developer. The City may require that the drainage easements be conveyed to the City in the form of a municipal utility easement using an instrument acceptable to the City.

**Section 6. Assignment of Commitments and Obligations.** Developer’s rights and obligations under this Agreement may be assigned by Developer; provided the City Council must first approve and consent to any such assignment by Developer of this Agreement or of any right or duty of Developer pursuant to this Agreement, which consent shall not be unreasonably withheld, delayed, or conditioned, and if the letters of credit or surety bonds referenced in 3(d) and 4(d), above remain pledged, or an assignee provides equivalent security, then the City Council will not unreasonably withhold consent to assignment of such rights and obligations.

**Section 7. Default.** Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of fourteen (14) business days after receipt by such party

of notice of default from the other party. Upon the passage of fourteen (14) business days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement; provided that if the nature of the default is that it cannot reasonably be cured within the fourteen (14) business day period, the defaulting party shall have a longer period of time as may be reasonably necessary to cure the default in question; but in no event more than sixty (60) days. In the event of default, the non-defaulting party to this Agreement may pursue the remedy of specific performance or other equitable legal remedy not inconsistent with this Agreement. All remedies will be cumulative and the pursuit of one authorized remedy will not constitute an election of remedies or a waiver of the right to pursue any other authorized remedy. In addition to the other remedies set forth herein, the City may withhold approval of a development-related permits and approvals for the Development until the Developer cures the default.

**Section 8. Reservation of Rights.** To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws, and neither party waives any legal right or defense available under law or in equity.

**Section 9. Attorneys Fees.** In the event of action pursued in court to enforce rights under this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

**Section 10. Waiver.** Any failure by a party to insist upon strict performance by the other party of any provision of this Agreement will not, regardless of length of time during which that failure continues, be deemed a waiver of that party's right to insist upon strict compliance with all terms of this Agreement. In order to be effective as to a party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.

**Section 11. Force Majeure.**

- (a) The term "force majeure" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the party claiming such inability.
- (b) If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

- (c) It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the party having the difficulty.

**Section 12. Notices.** Any notice to be given hereunder by any party to another party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to the City shall be addressed:

City of Kyle  
Attn: City Manager  
100 W. Center Street  
Kyle, Texas 78640

with copy to:

The Knight Law Firm, LLP  
Attn: Paige Saenz  
223 W. Anderson Lane, Suite A105  
Austin, Texas 78752

Any notice mailed to the Developer shall be addressed:

Mr. Stephen Jenkins  
Sander Land Development Co., LLC  
5800 One Perkins Place, Suite 9A  
Baton Rouge, LA 70808

Any party may change the address for notice to it by giving notice of such change in accordance with the provisions of this section.

**Section 13. Waiver of Alternative Benefits.** The Parties acknowledge the mutual promises and obligations of the Parties expressed herein are good, valuable and sufficient consideration for this Agreement. Therefore, save and except the right to enforce the obligations of the City to perform each and all of the City's duties and obligations under this Agreement, Developer hereby waives any and all claims or causes of action against the City Developer may have for or with respect to any duty or obligation undertaken by Developer pursuant to this Agreement, including any benefits that may have been otherwise available to Developer but for this Agreement.

**Section 14. Severability.** Should any court declare or determine that any provisions of this Agreement is invalid or unenforceable under present or future laws, that provision shall be fully severable; this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore,

in place of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. Texas law shall govern the validity and interpretation of this Agreement.

**Section 15. Agreement and Amendment.** This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties and may not be amended except by a writing approved by the City Council of the City that is signed by all Parties and dated subsequent to the date hereof.

**Section 16. No Joint Venture.** The terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past, present and future officers, elected officials, employees and agents, do not assume any responsibilities or liabilities to any third party in connection with the development of the Property. The City enters into this Agreement in the exercise of its public duties and authority to provide for development of property within the City pursuant to its police powers and for the benefit and protection of the public health, safety, and welfare.

**Section 17. No Third Party Beneficiaries.** This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a party, unless expressly provided otherwise herein, or in a written instrument executed by both the City and the third party. Absent a written agreement between the City and third party providing otherwise, if a default occurs with respect to an obligation of the City under this Agreement, any notice of default or action seeking a remedy for such default must be made by the Developer.

**Section 18. Effective Date.** The Effective Date of this Agreement is the defined date set forth in the first paragraph.

**Section 19. Texas Law Governs.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hays County, Texas. Venue of any legal proceedings under this Agreement shall lie exclusively in Hays County, Texas.

**Section 20. Anti-Boycott Verification.** To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Developer represents that neither the Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

**Section 21. Iran, Sudan and Foreign Terrorist Organizations.** To the extent this Agreement constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Developer represents that Developer nor any wholly owned subsidiary, majority-owned

subsidiary, parent company or affiliate of Developer is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

**Section 22. Time is of the Essence.** It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

**Section 23. Exhibits.** The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

- Exhibit A** – The Property
- Exhibits B and C** – The ROW Land
- Exhibit D** – Location of the Drainage Improvements
- Exhibit E** – Offsite Drainage Easement Areas

EXECUTED in multiple originals this the 15th day of December, 2020.

**CITY:**  
**City of Kyle, Texas**  
a Texas home-rule municipal corporation

Attest:

By: Jennifer Holm  
Name: Jennifer Holm  
Title: City Secretary

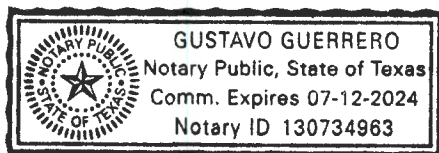
By: Travis Mitchell  
Name: Travis Mitchell  
Title: Mayor

**THE STATE OF TEXAS**                    §  
**COUNTY OF HAYS**                    §

This instrument was acknowledged before me on this 22<sup>nd</sup> day of January, 2021, by Travis Mitchell, Mayor of the City of Kyle, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

Gustavo Guerrero  
Notary Public, State of Texas



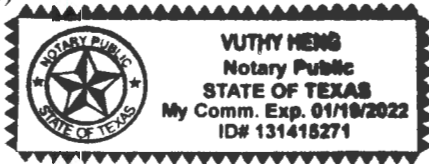
**DEVELOPER:**  
**Sandera Land Development Co., LLC**

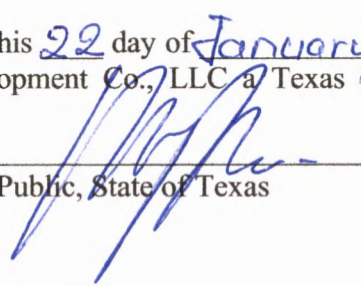
By:   
Name: J. Grant Jenkins  
Title: Manager

**THE STATE OF TEXAS**           §  
**COUNTY OF HARRIS**         §

This instrument was acknowledged before me on this 22 day of January, 2021, by J. Grant Jenkins, Manager of Sandera Land Development Co., LLC a Texas limited liability company, on behalf of said company.

(SEAL)



  
Notary Public, State of Texas



**EXHIBIT "A"**

**Description of the Property**



**EXHIBIT "B"**  
**ROW Land**



**Proposed Right-of-Way  
Kyle, Texas**

**D&A Job No. 913-004  
November 20, 2020**

**PROPOSED R.O.W. DESCRIPTION**

**BEING A 7.87-ACRE [342,953 SQUARE FEET] TRACT OUT OF THE JAMES WILLIAMS SURVEY, ABSTRACT NUMBER 473, HAYS COUNTY, TEXAS, BEING A PORTION OF A CALLED 179.33-ACRE TRACT OF LAND, ALSO KNOWN AS FIRST AND SECOND TRACTS DESCRIBED IN A DEED TO JOHN H. SPOONER REVOCABLE TRUST, RECORDED IN DOCUMENT NUMBER 6016877, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS [O.P.R.H.C.T.], SAID 7.87-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**COMMENCING** at a 1/2-inch iron rod found on the south right-of-way line of County Road (CR) 140 (deed of record not found), for the north corner of Quail Ridge Subdivision, a subdivision of record in Volume 2, Page 337, Plat Records of Hays County, Texas [P.R.H.C.T.], same being the west corner of said 179.33-acre tract;

**THENCE**, N43°16'02"E, with the south right-of-way line of said CR 140, a distance of 16.70 feet to the **POINT OF BEGINNING** and the most westerly corner of the tract described herein;

**THENCE** N43°16'02"E, continuing with the south right-of-way line of said CR 140, a distance of 106.18 feet to a calculated point for the most northeasterly corner of the tract described herein;

**THENCE** departing the south right-of-way line of said CR 140, over and across said 179.33-acre tract, the following six (6) courses and distances:

- 1) S10°17'05"E, a distance of 17.42 feet to a calculated point for an angle corner of the tract described herein,
- 2) S55°36'03"E, a distance of 114.06 feet to a calculated point of curvature to the left of the tract described herein,
- 3) with said curve to the left, an arc length of 529.19 feet, a radius of 960.25 feet, a delta angle of 31°34'31", a chord bearing of S71°23'26"E, a chord distance of 522.51 feet to a calculated point for an angle corner of the tract described herein,
- 4) S86°49'32"E, a distance of 678.20 feet to calculated point for the beginning of a curve to the right of the tract described herein
- 5) with said curve to the right, an arc length of 719.46 feet, a radius of 1,040.74 feet, a delta angle of 39°36'30", a chord bearing of S67°01'14"E, a chord distance of 705.22 feet to a calculated point for an angle corner of the tract described herein,

**CONTINUED ON NEXT PAGE**



- 6) S47°10'05"E, a distance of 2,229.65 feet to a calculated point on the line common to said 179.33-acre tract and a called 236.1 acre tract recorded in Document No. 18007777 [O.P.R.H.C.T.], for the most southeasterly corner of the tract described herein,

**THENCE** S43°23'05"W with the line common to said 236.1-acre tract and said 179.33-acre tract, distance of 80.00 feet to a calculated point for the most southwesterly corner of the tract described herein, from which a 1/2-inch iron rod with cap stamped "Pro-Tech" found for the west corner of said 236.1-acre tract bears S43°23'05"W, a distance of 1,641.87 feet;

**THENCE**, departing the common line to said 236.1-acre tract and said 179.33-acre tract, over and across said 179.33-acre, tract the following six (6) courses and distances:

- 1) N47°10'05"W, a distance of 2,228.88 feet to a calculated point of curvature to the left of the tract described herein,
- 2) with said curve to the left, an arc length of 664.09 feet, a radius of 960.65 feet, a delta angle of 39°36'30", a chord bearing of N67°01'21"W, a chord distance of 650.94 feet to a calculated point for an angle corner of the tract described herein,
- 3) N86°49'32"W, a distance of 677.96 feet to a calculated point of curvature to the right of the tract described herein,
- 4) with said curve to the right, an arc length of 575.03 feet, a radius of 1,040.13 feet, a delta angle of 31°33'55", a chord bearing of N71°23'01"W, a distance of 565.81 feet to a calculated point for an angle corner of the tract described herein,
- 5) N55°36'03"W, a distance of 126.49 feet to a calculated point for an angle corner of the tract described herein, and

**CONTINUED ON NEXT PAGE**



- 6) S86°40'31"W, a distance of 20.47 feet to the **POINT OF BEGINNING** of the herein described tract, containing 7.87-acres [342,953 square feet], more or less.

Basis of bearings is the Texas Coordinate System, South Central Zone [4204], NAD83 (2011), Epoch 2010, observed using the Leica Smartnet Network. All distances shown are adjusted to surface values using a combined scale factor of 1.000081, units: US survey feet.

The herein described easement is together with an additional one hundred foot (100') wide temporary workspace strip 4.12 acre [179,436 square feet] to be used only during construction, the 100-foot wide strip of land will be parallel to and coincident with the above described right-of-way, as shown on the accompanying exhibit.

I, Garrett Cavaiuolo, Registered Professional Land Surveyor, hereby certify that this description and accompanying plat of even date represent an actual survey performed on the ground.

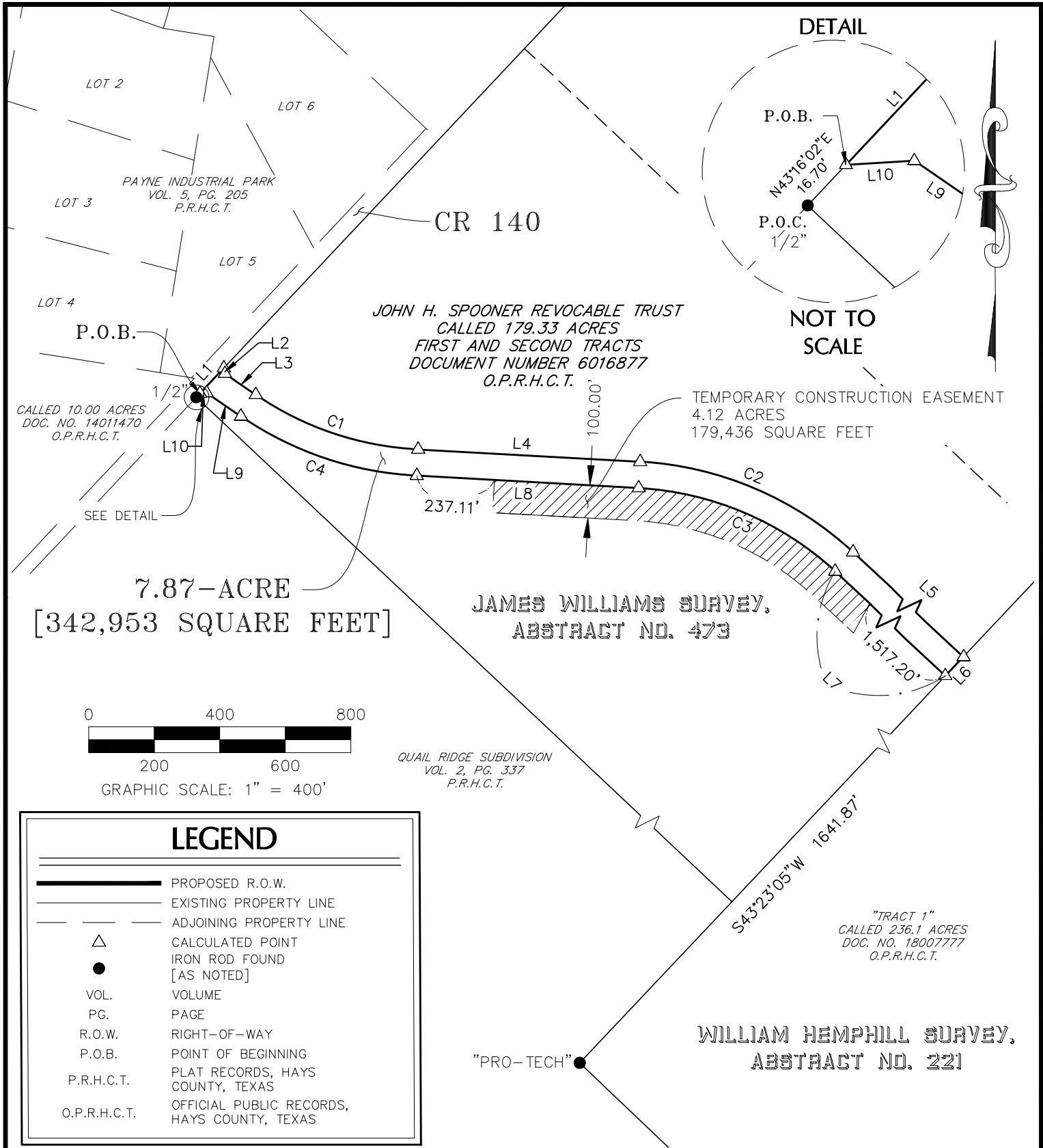
A handwritten signature in blue ink, appearing to read 'G. Cavaiuolo', is written over a horizontal line.

11/20/2020

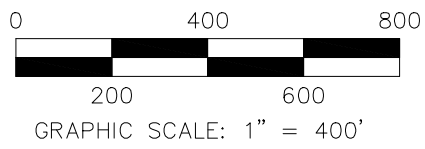
Date

Garrett Cavaiuolo  
Registered Professional Land Surveyor  
Texas Registration No. 6714  
Doucet & Associates  
gcavaiuolo@doucetengineers.com  
TBPLS Firm No. 10105800





**7.87-ACRE  
[342,953 SQUARE FEET]**



LEGEND	
	PROPOSED R.O.W.
	EXISTING PROPERTY LINE
	ADJOINING PROPERTY LINE
	CALCULATED POINT
	IRON ROD FOUND [AS NOTED]
VOL.	VOLUME
PG.	PAGE
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING
P.R.H.C.T.	PLAT RECORDS, HAYS COUNTY, TEXAS
O.P.R.H.C.T.	OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS

**7.87-ACRE  
(342,953 SQUARE FEET)  
PROPOSED R.O.W.  
EXHIBIT**

**HAYS COUNTY, TEXAS**

**DA DOUCET & ASSOCIATES**  
Civil Engineering - Planning - Geospatial  
7401 B. Highway 71 W, Suite 160  
Austin, Texas 78735, Phone: (512)-583-2600  
www.doucetandassociates.com  
TBPLS Firm No.: 10105800  
TBPE Firm No.: F-3937

Date:	11/20/2020
Scale:	1" = 400'
Drawn by:	JWF/PD
Reviewer:	GC
Project:	1743-001
Sheet:	4 of 5
Field Book:	513
Party Chief:	AM
Survey Date:	01/15/2019

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N43°16'02"E	106.18'
L2	S10°17'05"E	17.42'
L3	S55°36'03"E	114.06'
L4	S86°49'32"E	678.20'
L5	S47°10'05"E	2,229.65'
L6	S43°23'05"W	80.00'
L7	N47°10'05"W	2,228.88'
L8	N86°49'32"W	677.96'
L9	N55°36'03"W	126.49'
L10	S86°40'31"W	20.47'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	529.19'	960.25'	31°34'31"	S71°23'26"E	522.51'
C2	719.46'	1,040.74'	39°36'30"	S67°01'14"E	705.22'
C3	664.09'	960.65'	39°36'30"	N67°01'21"W	650.94'
C4	573.03'	1,040.13'	31°33'55"	N71°23'01"W	565.81'

**NOTES:**

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE [4204], NAD 83 (2011), EPOCH 2010. ALL DISTANCES SHOWN ARE ADJUSTED TO SURFACE VALUES USING A COMBINED SCALE FACTOR OF 1.000081. UNITS: US SURVEY FEET.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS OR OTHER MATTERS OF RECORD MAY EXIST WHERE NONE ARE SHOWN.

I, GARRETT CAVAIUOLO, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT AND ACCOMPANYING LEGAL DESCRIPTION OF EVEN DATE REPRESENT AN ACTUAL SURVEY PERFORMED ON THE GROUND.

  
 \_\_\_\_\_ 11/20/2020  
 GARRETT CAVAIUOLO DATE  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 TEXAS REGISTRATION NO. 6714  
 DOUCET & ASSOCIATES  
 GCAVAIUOLO@DOUCETENGINEERS.COM



**7.87-ACRE  
 (342,953 SQUARE FEET)  
 PROPOSED R.O.W.  
 EXHIBIT**

**HAYS COUNTY, TEXAS**

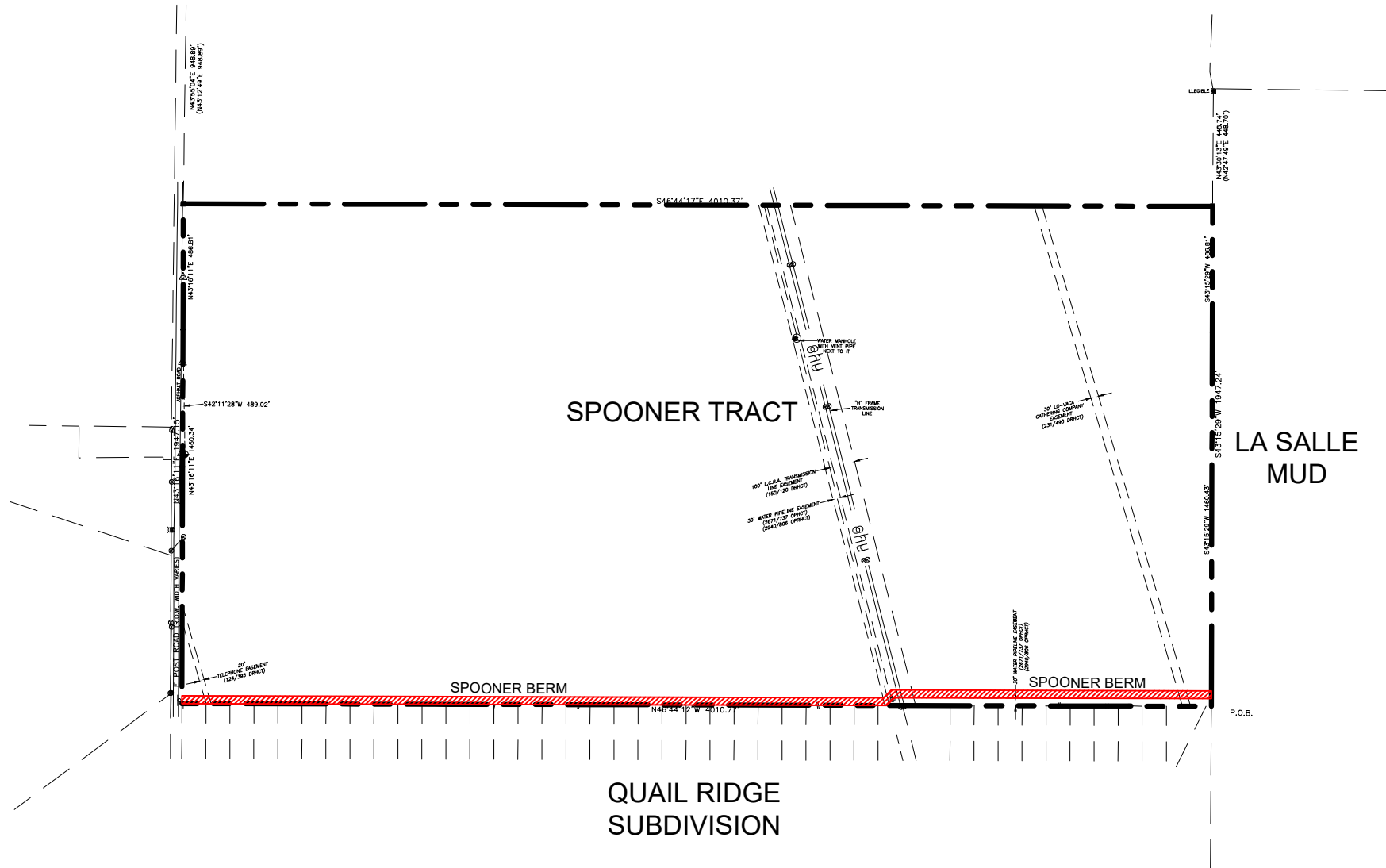
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**EXHIBIT "C"**  
**ROW Land**

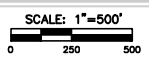
# EXHIBIT C - LOCATION OF THE DRAINAGE IMPROVEMENTS



LIMESTONE CREEK

Kyle, TX

02 December 2020



CUDE ENGINEERS  
 1620 La Jaita Dr. Ste. 250  
 Cedar Park, Texas 78631  
 P: (512) 260.9100



**EXHIBIT "D"**  
**Location of Drainage Improvements**

