

**AGREEMENT FOR THE PROVISION OF NONSTANDARD
RETAIL WATER SERVICE
(FITZHUGH 83)**

This Agreement for the Provision of Nonstandard Retail Water Service (the "Agreement") is entered into by and between the West Travis County Public Utility Agency (the "WTCPUA") a public utility agency operating pursuant to Chapter 572, Texas Local Government Code, and Clayton Properties Group, Inc., a Tennessee corporation, formerly known, and qualified to do business in Texas, as CMH Parks, Inc., doing business as Brohn Homes ("Developer"). Unless otherwise specified, the term "Parties" shall mean the WTCPUA and Developer, collectively.

WHEREAS, Developer currently owns and plans to develop approximately 83 acres of land within the WTCPUA's water service area as shown on the attached Exhibit A (the "Proposed Development"); and

WHEREAS, Developer desires to obtain retail water service to the Proposed Development;

WHEREAS, Developer and the WTCPUA desire to enter into this Agreement to set forth the terms and conditions upon which the WTCPUA will provide retail water service to the Proposed Development; and

NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree to the following:

ARTICLE I

DEFINITIONS, HEADINGS AND INTERPRETATION

Section 1.1 **Definition of Terms:** In addition to the terms defined in the Recitals above, the words and phrases as used in this Agreement shall have the meanings set forth below:

- (a) "Agreement" shall mean this Agreement, its attachments, exhibits, and matters included by reference, and any amendment or supplement thereto.
- (b) "Assignee" shall mean any person or entity who receives an express assignment of the rights of either Party and expressly assumes such Party's duties and responsibilities with respect to this Agreement as provided in Section 6.2 herein.
- (c) "Developer" shall mean Clayton Properties Group, Inc., a Tennessee corporation, formerly known, and qualified to do business in Texas, as CMH Parks, Inc., doing business as Brohn Homes, or its Assignees.

- (d) "Developer Deposit" shall mean the payment made by Developer as specified in Section 3.2 herein.
- (e) "Developer Facilities" shall mean those facilities to be constructed by Developer pursuant to this Agreement that are required to extend water service from the WTCPUA System to the Proposed Development as described on the attached **Exhibit B**.
- (f) "Effective Date" shall mean the date of the last signature to this Agreement.
- (g) "Impact Fees" shall mean those impact fees for water service collected by the WTCPUA and used to fund and reserve capacity in the WTCPUA's central water facilities that are identified in the WTCPUA's ten-year capital improvements plans as adopted and amended by the WTCPUA Board of Directors from time to time.
- (h) "LUE" or "Living Unit Equivalent" shall mean the measurement used in the WTCPUA Rules and Policies to determine the amount of water service usage per connection for its Retail Customers.
- (i) "Reservation Fee" shall mean an annual fee imposed pursuant to the WTCPUA's Rules and Policies, as amended from time to time, to reserve water capacity in the WTCPUA System.
- (j) "Reservation Period" shall mean a four (4) year period commencing on the Effective Date of this Agreement.
- (k) "Retail Customer" shall mean a person or entity applying for an individual retail water service connection located in the Proposed Development.
- (l) "WTCPUA" shall mean the West Travis County Public Utility Agency or its Assignees.
- (m) "WTCPUA Rules and Policies" shall mean the WTCPUA's rules and policies adopted by its Board of Directors governing the provision of retail water and wastewater service to Retail Customers and related matters.
- (n) "WTCPUA System" shall mean the WTCPUA's existing water treatment and distribution facilities used by the WTCPUA to provide retail potable water and wastewater service within its service area, including, but not limited to its raw water intake, water treatment plant, water storage tank and pumping facilities.

Section 1.2 Article and Section Headings. The headings and titles of the several articles and sections of this Agreement are solely for convenience and reference and shall not affect the meaning, construction or effect of the provisions hereof.

Section 1.3 Interpretation. The singular form of any word used herein shall include the plural, and vice-versa, unless the context requires otherwise. The use of a word of any gender herein shall include all other genders, unless the context requires otherwise. This Agreement and

all of the terms and provisions hereof shall be construed so as to effectuate the purposes contemplated hereby and to sustain the validity hereof.

ARTICLE II **SERVICE COMMITMENT**

Section 2.1 WTCPUA to Provide Service. For and in consideration of Developer's obligations, covenants and conditions set forth in this Agreement, WTCPUA and agrees to provide up to 73 LUEs of retail water service for Retail Customers located within the Proposed Development pursuant to the terms of this Agreement and the WTCPUA's Rules and Policies. In no event shall WTCPUA be obligated to provide retail water service to Retail Customers located within the Proposed Development that collectively exceed 73 LUEs.

Section 2.2 No Implied Waivers or Credits. Nothing in this Agreement shall be interpreted to waive service conditions for Retail Customers in the Proposed Development or otherwise grant credit to Developer or the Proposed Development or any portion thereof for any fee, charge, or payment, otherwise applicable under this Agreement or WTCPUA's Rules and Policies, except as provided in Section 4.2.

ARTICLE III **DEVELOPER FACILITIES**

Section 3.1 Developer Facilities. Developer shall construct the Developer Facilities in compliance with the WTCPUA Rules and Policies. Developer shall submit all Plans and Specifications for the Developer Facilities, including any phase or portion thereof, to the WTCPUA for review and approval prior to commencement of construction. Developer shall pay applicable WTCPUA inspection fees as provided in the WTCPUA Rules and Policies, and construction of the Developer Facilities shall be subject to all WTCPUA Rules and Policies.

Section 3.2 Developer Deposit. As of the Effective Date, Developer has deposited with the WTCPUA the sum of \$5,000 ("Developer Deposit"), which shall be used to pay the WTCPUA's charges and fees as provided in Sections 5.14 through 5.17 of the WTCPUA Rules and Policies with respect to the extension of service to the Proposed Development. To the extent such charges and fees incurred for the Proposed Development exceed or are projected to exceed the amount of the Developer Deposit as specified above, the WTCPUA shall invoice Developer for such additional amounts and payment by Developer shall be due upon its receipt of such invoice. Delay by Developer in paying an invoice when due may delay WTCPUA review and acceptance of the Developer Facilities and the commencement of service to the Proposed Development. Any funds remaining in the Developer Deposit not used by the WTCPUA shall be reimbursed to Developer upon the commencement of service in accordance with Article IV.

ARTICLE IV **COMMENCEMENT OF SERVICE BY WTCPUA**

Section 4.1 Conditions Precedent to Commencement of Service. Except as provided in Section 4.2, Developer and WTCPUA agree that the WTCPUA is not required to commence

retail water service to a Retail Customer in the Proposed Development until Developer and/or a Retail Customer has complied with the WTCPUA Rules and Policies governing the commencement of such service, including the payment of Impact Fees as provided in Section 4.2.

Each customer within the Proposed Development is encouraged to install and maintain a customer service pressure reducing valve located on the water service line located outside the respective customer's meter box.

Section 4.2 **Impact Fees.** Developer shall pay water Impact Fees as provided in Chapter 395 of the Texas Local Government Code prior to the commencement of service and setting of the retail meter to the Proposed Development. Developer shall pay water Impact Fees for a total of 73 LUEs.

Section 4.3. **Reservation Fees.** Developer shall annually pay Reservation Fees for water service during the Reservation Period. Reservation Fees shall be calculated by multiplying the current Reservation Fee as contained in the WTCPUA Rules and Policies at the time of each anniversary of the Effective Date of this Agreement times the number of unused LUEs reserved for the Developer pursuant to this Agreement. Developer shall calculate and pay annual Reservation Fees for reserved water LUEs on each annual anniversary of the commencement of the Reservation Period ("Due Date"). If Developer pays the Reservation Fees prior to or on the Due Date, the LUEs for which Reservation Fees have been paid will be considered to be in "reserved status" for the next contract year in the Reservation Period. Reservation Fees are non-refundable and non-reimbursable. If Reservation Fees are not paid on the Due Date, such nonpayment shall be an event of default. **If Developer fails to pay Reservation Fees on the Due Date, the WTCPUA may terminate this Agreement, with immediate effect, by giving notice to the Developer.** Any remaining LUEs for which Reservation Fees are not paid will no longer be considered in "reserved status" and such nonpayment will be considered a breach of contract and Developer may be subject to any and all penalties and remedies applicable to a breach of this Agreement.

Should Developer transfer or assign this Agreement, neither the reservation of nor right to reserve LUEs shall be automatically assigned to any future successor in interest of the Developer as a component of any assignment of this Agreement without express written consent of the WTCPUA.

Reservation Fees for the initial year of the Reservation Period must be paid not later than six (6) months from the date of approval of this Agreement by the WTCPUA Board of Directors if a water meter or meters having up to 73 LUEs of water has not been installed in accordance to WTCPUA Tariff provisions. Any LUEs in reserved status, but which are connected and for which impact fees are paid during the six (6) month grace period, will be deducted from the number of LUEs for which the initial years' Reservation Fees are due.

Furthermore, the Developer agrees and understands that the WTCPUA's commitment of 73 LUEs of water service runs with and is assigned to the Proposed Development.

Section 4.4 **Right of Access.** Developer agrees to provide the WTCPUA with immediate access to the Developer Facilities, or any other portion of the Developer Facilities, when required for the WTCPUA to construct, install, operate, repair, maintain, replace, inspect, or upgrade the Developer Facilities.

ARTICLE V **TERM; DEFAULT**

Section 5.1 **Term: Termination.** This Agreement shall become effective upon the latest date of execution by either the Developer or the WTCPUA (the "Effective Date"). WTCPUA may terminate this agreement upon written notice to Developer for any of the 73 LUEs for which a Retail Customer has not requested service in accordance with the WTCPUA Rules and Policies by the fourth anniversary of the Effective Date. The Parties may extend the termination deadlines in this Section upon written amendment of this Agreement. Unless otherwise earlier terminated, this Agreement shall extend from the Effective Date for as long as the WTCPUA provides service to Retail Customers located in the Proposed Development.

Section 5.2 **Default.**

- (a) In the event that Developer defaults on or materially breaches any one or more of the provisions of this Agreement, other than the payment of Reservation Fees, the WTCPUA shall give Developer thirty (30) days to cure such default or material breach after the WTCPUA has made written demand to cure the same. A breach is material if Developer fails to meet or otherwise violates its obligations and responsibilities as set forth in this Agreement. If Developer fails to cure a breach or default involving the payment of money to WTCPUA within such thirty days or fails to cure or take reasonable steps to effectuate such a cure within thirty days if the breach or default does not involve the payment of money to WTCPUA and is not capable of being cured within thirty days, WTCPUA may terminate this Agreement upon written notice to Developer. Upon termination of this Agreement, including termination for nonpayment of Reservation Fees, WTCPUA will retain all payments made, if any, by Developer to the WTCPUA made under this Agreement and WTCPUA shall have no duty to extend water service to Retail Customers within the Proposed Development after the date of termination. If any default is not capable of being cured within thirty (30) days, then WTCPUA may not terminate this Agreement or exercise any other remedies under this Agreement so long as Developer diligently and continuously pursues curative action to completion.
- (b) In the event that WTCPUA defaults on or materially breaches any one or more of the provisions of this Agreement, Developer shall give WTCPUA thirty (30) days to cure such default or material breach after Developer has made written demand to cure the same and before Developer files suit to enforce the Agreement. In the event of default by WTCPUA, Developer may, as its sole and exclusive remedy either: (a) seek specific performance or a writ of mandamus from a court of competent jurisdiction compelling and requiring WTCPUA and its officers to observe and perform their obligations under this Agreement; or (b) if specific performance and a writ of mandamus are barred by

governmental immunity, then pursue all other legal and equitable remedies. A breach is material if WTCPUA violates its obligations and responsibilities as set forth in this Agreement.

ARTICLE VI

GENERAL PROVISIONS

Section 6.1 Entire Agreement. This Agreement contains the complete and entire agreement between the Parties respecting the matters addressed herein, and supersedes any prior negotiations, agreements, representations and understandings, oral or written, if any, between the Parties respecting such matters. This Agreement may not be modified, discharged or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties hereto.

Section 6.2 Assignment. Developer may assign this Agreement only with the express written consent of the WTCPUA, which consent shall not be unreasonably withheld. WTCPUA may assign this agreement, including to a successor organization created for the purpose of assuming all of the WTCPUA's assets and liabilities, including a water conservation and reclamation district created pursuant to Article XVI, Section 59 of the Texas Constitution.

Section 6.3 Notices. Written notice to the respective Parties pursuant to this Agreement must be in writing and may be given via regular U.S. Mail, via electronic mail or by hand delivery to the addresses of the Parties shown below. A notice shall be deemed delivered on the earlier of (1) the date actually received; or (2) three (3) days after posting in the U.S. Mail. Notice shall be provided to the following addresses:

WTCPUA: General Manager
West Travis County PUA
12117 Bee Cave Rd
Bldg 3 Ste 120
Bee Cave TX 78738
Email: rpugh@wtcpua.org

Copy to: Stefanie Albright
Lloyd Gosselink Rochelle & Townsend, PC
816 Congress Avenue Suite 1900
Austin, Texas 78701
Email: salbright@lglawfirm.com

Developer: Adam B. Boenig, Vice President
Clayton Properties Group, Inc. d/b/a Brohn Homes
6720 Vaught Ranch Road, Suite 200
Austin, Texas 78730
Email: adam.b@brohnhomes.com

Section 6.4 Invalid Provision. Any clause, sentence, provision, paragraph or article of this Agreement held by a Court of competent jurisdiction to be invalid, illegal or ineffective shall not impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.

Section 6.5 Applicable Law. This Agreement shall be construed under the laws of the State of Texas and all obligations of the Parties hereunder are performable in Travis County, Texas. Venue for any action arising under this Agreement shall be in Travis County, Texas.

Section 6.6 Time is of the Essence. Time shall be of the essence in this Agreement.

Section 6.7 Third Party Beneficiaries. Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto and their heirs, personal representatives, successors and assigns, any benefits, rights or remedies under or by reason of this Agreement.

Section 6.8 Saturday, Sunday, or Legal Holiday. If any date set forth in this Agreement for the performance of any obligation or for the delivery of any instrument or notice should be on a Saturday, Sunday, or legal holiday, the compliance with such obligation or delivery shall be acceptable if performed on the next business day following such Saturday, Sunday or legal holiday. For purposes of this subparagraph, "legal holiday" shall mean any state or federal holiday for which financial institutions or post offices are generally closed in Travis County, Texas, for observance thereof.

Section 6.9 Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

Section 6.10 Exhibits. All recitals and all schedules and exhibits referred to in this Agreement are incorporated herein by reference and shall be deemed part of this Agreement for all purposes as if set forth at length herein.

Section 6.11 No Joint Venture, Partnership, Agency, Etc. This Agreement shall not be construed as in any way establishing a partnership or joint venture, express or implied agency, or employer-employee relationship between the Parties hereto.

[Signature pages to follow]

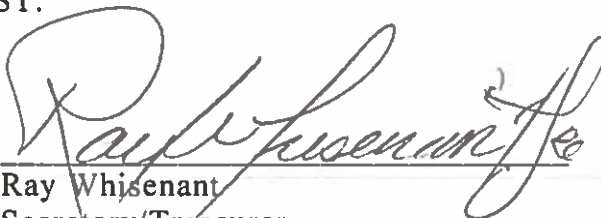
IN WITNESS WHEREOF, this instrument is executed on the Effective Date.

**WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY**

By: 
~~Scott Roberts~~ Don Walden
~~President~~ Vice President

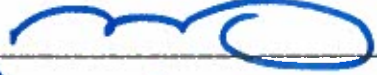
Date: 6/21/18

ATTEST:

By: 
Ray Whisenant
Secretary/Treasurer

Date: 6/21/18

CLAYTON PROPERTIES GROUP, INC., a Tennessee corporation, formerly known, and qualified to do business in Texas, as **CMH PARKS, INC.**, doing business as **BROHN HOMES**

By:  _____

Name: ADAM BOELKE

Title: VICE - PRESIDENT

Date: 7/23/13

EXHIBIT A

PROPOSED DEVELOPMENT

TRACT 1: 11.80 acres of land, more or less, out of the B.D. BASSFORD SURVEY NO. 625, ABSTRACT NO. 84, in Travis County, Texas, and being that same property conveyed in Special Warranty Deed to Sam Williams, Trustee, dated August 27, 1999, and recorded in Document No. 1999096311, Official Public Records, Travis County, Texas; being more particularly described by metes and bounds description in Exhibit A-1 attached hereto and made a part hereof; and

TRACT 2: 71.10 acres of land, more or less, out of the B.D. BASSFORD SURVEY NO. 625, ABSTRACT NO. 84, in Travis County, Texas, and being a portion of that certain 100.00 acre tract conveyed in General Warranty Deed to Sam Williams, dated March 4, 1996, and recorded in Volume 12666, Page 117, Real Property Records, Travis County, Texas; being more particularly described by metes and bounds description in Exhibit A-2 attached hereto and made a part hereof.

Exhibit A-1

DESCRIPTION OF TRACT 1

BEING 11.80 ACRES OF LAND, OUT OF THE B. D. BASSFORD SURVEY NUMBER 625, ABSTRACT NUMBER 84, TRAVIS COUNTY, TEXAS, SAME BEING ALL OF THAT CERTAIN SAM WILLIAMS, TRUSTEE 11.799 ACRE TRACT RECORDED IN DOCUMENT NUMBER 1999096311, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 11.800 ACRES OF LAND TO BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at an iron rod found at the southwest corner of that certain James Knight 10.00 acre tract recorded in Document Number 2000025674, Official Public Records, said county, at the northeast corner of that certain Stoneridge Capital partners, LTD. 182.917 acre tract recorded in Document Number 2005210732, Official Public Records, said county, same being the northwest corner of said 11.799 acre tract, for the northwest corner hereof;

THENCE along the southerly line of said 10.00 acre tract and the northerly line of said 11.799 acre tract, the following 3 calls,

1. South 62 degrees 06 minutes 05 seconds East, 248.88 feet to an iron pipe found,
2. South 61 degrees 45 minutes 20 seconds East, 53.31 feet to an iron rod found,
3. South 61 degrees 38 minutes 40 seconds East, 65.50 feet to an iron rod found in said line, being in the northerly line of the remaining portion of that certain Sam Williams 100 acre tract recorded in Volume 12210, Page 2284, real property Records, said county, same being the northeast corner of said 11.799 acre tract, for the northeast corner hereof;

THENCE through said 100 acre tract, along the easterly line of that certain Anthony Powell 5.001 acre tract recorded in Document Number 1999135507, Official Public Records, said county, along the easterly line of said 11.799 acre tract, the following 3 calls,

1. South 14 degrees 04 minutes 42 seconds West, 864.70 feet to an iron rod found,
2. South 28 degrees 17 minutes 58 seconds West, 1,112.88 feet to an iron rod found,
3. South 28 degrees 19 minutes 57 seconds West, 676.80 feet to an iron rod found in the northerly right-of-way line of Fitzhugh Road, at the southwest corner of said 5.001 acre tract, same being the southeast corner of said 11.799 acre tract, for the southeast corner hereof;

THENCE North 62 degrees 05 minutes 59 seconds West, along said right-of-way line and the southerly line of said 11.799 acre tract, 60.14 feet to an iron rod found in said line, at the southeast corner of that certain Dreams Openly Lived Liberate You, LLC. 14.905 acre tract recorded in Document Number 2014052179, Official Public Records, said county, same being the southwest corner of said 11.799 acre tract, for the southwest corner hereof;

THENCE along the easterly and northerly line of said 14.905 acre tract, along the westerly line of said 11.799 acre tract, the following 3 calls,

1. North 28 degrees 19 minutes 14 seconds East, 641.49 feet to an iron rod found,
2. North 28 degrees 19 minutes 12 seconds East, 1,128.93 feet to an iron pipe found,
3. North 61 degrees 39 minutes 59 seconds West, 518.20 feet to an iron pipe found in the easterly line of said 182.917 acre tract, at the northwest corner of said 14.905 acre tract, same being an angle corner in the westerly line of said 11.799 acre tract, for an angle corner in the westerly line hereof;

THENCE along the easterly line of said 182.917 acre tract, continuing along the westerly line of said 11.799 acre tract, the following 4 calls,

1. North 28 degrees 02 minutes 14 seconds East, 65.28 feet to an iron pipe found,
2. North 28 degrees 11 minutes 08 seconds East, 223.06 feet to an iron pipe found,
3. North 28 degrees 12 minutes 44 seconds East, 246.58 feet to an iron pipe found,
4. North 28 degrees 08 minutes 21 seconds East, 320.91 feet to the POINT OF BEGINNING.

THIS LEGAL DESCRIPTION IS TO BE USED IN CONJUNCTION WITH THE ATTACHED SURVEY PLAT (BY SEPARATE INSTRUMENT), ONLY.


EDWARD RUMSEY
TX R.P.L.S. No. 5729
Job No. A0509917-2

11/02/2017
Date



Exhibit A-2

DESCRIPTION OF TRACT 2

BEING 71.10 ACRES OF LAND, OUT OF THE B. D. BASSFORD SURVEY NUMBER 625, ABSTRACT NUMBER 84, TRAVIS COUNTY, TEXAS, SAME BEING ALL OF THAT CERTAIN SAM WILLIAMS 100 ACRE TRACT RECORDED IN VOLUME 12666, PAGE 117, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS, SAVE AND EXCEPT THOSE CERTAIN TRACTS CONTAINING 7.00 ACRES RECORDED IN DOCUMENT NUMBER 1999096310, 11.799 ACRES RECORDED IN DOCUMENT NUMBER 1999096311, 5.092 ACRES RECORDED IN DOCUMENT NUMBER 1999096312, AND 5.001 ACRES RECORDED IN DOCUMENT NUMBER 1999096313, ALL OF THE OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 71.10 ACRES OF LAND TO BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at an iron pipe found in the southerly line of Hillside Springs, a subdivision recorded in Volume 41, Page 50, Plat Records, said county, at the northwest corner of Tanglewood west, a subdivision recorded in Volume 77, Page 337, Plat Records, said county, same being the northeast corner of said 100 acre tract, for the northeast corner hereof;

THENCE along the westerly line of said Tanglewood west and the easterly line of said 100 acre tract, the following 9 calls,

1. South 28 degrees 11 minutes 48 seconds West, 67.35 feet to an iron rod found,
2. South 28 degrees 16 minutes 08 seconds West, 335.56 feet to an iron rod found,
3. South 28 degrees 21 minutes 25 seconds West, 198.04 feet to an iron rod found,
4. South 28 degrees 21 minutes 25 seconds West, 198.02 feet to an iron rod found,
5. South 28 degrees 21 minutes 25 seconds West, 197.99 feet to an iron rod found,
6. South 28 degrees 18 minutes 56 seconds West, 197.73 feet to an iron rod found,
7. South 28 degrees 17 minutes 20 seconds West, 258.45 feet to an iron rod found,
8. South 28 degrees 29 minutes 31 seconds West, 192.39 feet to an iron pipe found,
9. South 27 degrees 54 minutes 50 seconds West, 60.52 feet to an iron pipe found in said line, at the northeast corner of that certain Lynn Brown 6.739 acre tract recorded in Document Number 2009159936, Official Public Records, said county, same being an angle corner in the easterly line of said 100 acre tract, for an angle corner in the easterly line hereof;

THENCE along the northerly and westerly line of said 6.739 acre tract, continuing along the easterly line of said 100 acre tract, North 73 degrees 20 minutes 35 seconds West, 231.42 feet to an iron pipe found and South 41 degrees 51 minutes 25 seconds West, 898.37 feet to an iron pipe found in the northerly right-of-way line of Fitzhugh Road, at the southwest corner of said 6.739 acre tract, same being the southeast corner of said 100 acre tract, for the southeast corner hereof;

THENCE along said right-of-way line and the southerly line of said 100 acre tract, North 62 degrees 28 minutes 27 seconds West, 65.24 feet to an iron pipe found and North 62 degrees 05 minutes 00 seconds West, 78.28 feet to an iron rod found in said line, at the southeast corner of said 7.00 acre tract, for an angle corner in the southerly line hereof;

THENCE along the easterly and northerly line of said 7.00 acre tract, along the northerly line of said 5.092 acre tract and said 5.001 acre tract, through said 100 acre tract, the following 5 calls,

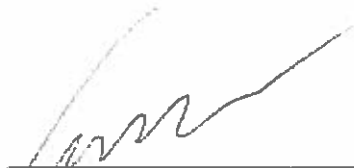
1. North 28 degrees 52 minutes 43 seconds East, 865.75 feet to an iron rod found at the northeast corner of said 7.00 acre tract,
2. North 73 degrees 16 minutes 21 seconds West, 276.20 feet to an iron rod found,
3. North 72 degrees 52 minutes 04 seconds West, 98.63 feet to an iron rod found,
4. North 72 degrees 52 minutes 08 seconds West, 299.03 feet to an iron rod found,
5. North 73 degrees 15 minutes 01 seconds West, 314.11 feet to an iron rod found at the northwest corner of said 5.001 acre tract, in the easterly line of said 11.799 acre tract, for the southwest corner hereof;

THENCE along the easterly line of said 11.799 acre tract, continuing through said 100 acre tract, North 28 degrees 17 minutes 58 seconds East, 1,112.88 feet to an iron rod found and North 14 degrees 04 minutes 42 seconds East, 864.70 feet to an iron rod found in the southerly line of that certain James Knight 10.00 acre tract recorded in Document Number 2000025674, Official Public Records, said county, at the northeast corner of said 11.799 acre tract, same being in the northerly line of said 100 acre tract, for the northwest corner hereof;

THENCE along the southerly line of said 10.00 acre tract, that certain James Knight 7.53 acre tract recorded in Volume 6292, Page 828, deed Records, said county, and of said Hillside Springs, along the northerly line of said 100 acre tract, the following 4 calls.

1. South 61 degrees 36 minutes 36 seconds East, 309.62 feet to an iron rod found,
2. South 62 degrees 01 minutes 08 seconds East, 665.51 feet to an iron pipe found,
3. South 62 degrees 04 minutes 35 seconds East, 368.21 feet to an iron pipe found,
4. South 61 degrees 49 minutes 35 seconds East, 410.12 feet to the POINT OF BEGINNING.

THIS LEGAL DESCRIPTION IS TO BE USED IN CONJUNCTION WITH THE ATTACHED SURVEY PLAT (BY SEPARATE INSTRUMENT), ONLY.



EDWARD RUMSEY
TX R.P.L.S. No. 5729
Job No. A0509917

11/02/2017
Date



DEVELOPER FACILITIES

