

DEVELOPMENT AGREEMENT

This Agreement (“Agreement”) is entered into pursuant to the Texas Local Government Code, section 43.035 and Chapter 21, Subchapter G, and is entered into to be effective December 13, 2016 between the City of Bee Cave (“City”), and property owner The Nature Conservancy, a District of Columbia non-profit corporation and successor by merger to The Nature Conservancy of Texas, Inc., a Texas non-profit corporation (“Owner”)(Owner and City, each a “Party” and collectively, the “Parties”).

RECITALS

WHEREAS:

- (1) The City of Bee Cave has authority to annex property in its extraterritorial jurisdiction pursuant to Chapter 43 of the Texas Local Government Code; and
- (2) The City may negotiate a development agreement with property owners who own land that is tax exempt for agricultural, wildlife management, or timber purposes under section 212.172 of the Local Government Code; and
- (3) The City may annex 397.119 acres of land more or less, (the “Annexation Area”), of which a portion of such proposed Annexation Area includes property owned by The Nature Conservancy, Owner herein, as part of its Barton Creek Habitat Preserve (the “Preserve”), which is qualified for a development Agreement pursuant to section 212.172 of the Local Government Code, and which property is more properly described as follows: approximately 264.626 acres, more or less, as more particularly described in Exhibit A attached hereto and incorporated by reference (the “Property”), said tract being out of that certain 2,463.08 acre tract of land located in Travis County, Texas, originally conveyed to The Nature Conservancy of Texas, Inc., by instrument recorded in Vol. 12122, Pg. 1031, Real Property Records, Travis County, Texas; and
- (4) The Owner has certified that the Property has been appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Tax Code, or as timber land under Subchapter E of that chapter;

NOW THEREFORE, in consideration of the mutual benefit to be derived there from by the Parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION ONE:

The City of Bee Cave agrees as follows:

- (1) The City will not annex the Property for a period of forty-five (45) years from the date of this Agreement.
- (2) The City will allow the Preserve Activities (defined below) to be conducted by Owner during the term of this Agreement and thereafter upon annexation if the Property is later annexed, to the extent such use was legal at the time the annexation proceedings were instituted for the Annexation Area described in Recital 3 above.

SECTION TWO:

Owner agrees as follows:

- (1) At the expiration of forty-five (45) years from the date of this Agreement, Owner will not object to and does hereby agree to the annexation of the Property. This Agreement will be binding on the heirs, successors and assigns of Owner.
- (2) Owner agrees that immediately upon the execution of this Agreement, the City may enforce upon the Property all regulations and planning authority of the City that does not interfere with the use of the Property for agriculture, wildlife management, or timber use. Such uses include continued management of the Property by Owner as a nature preserve, including, without limitation, the following activities ("Preserve Activities"):
 - (i) The rights and obligations of Owner for management of the Preserve under prior permits issued by the U.S. Fish & Wildlife Service under Section 10(a)(1)(B) of the federal Endangered Species Act for the protection of black-capped vireos and golden-cheeked warblers;
 - (ii) Habitat management, restoration and enhancement such as burning, herbicide application, mechanical brush control, agricultural practices for grasslands, erosion control and hydrologic improvements;
 - (iii) Hunting, predator control, and removal of exotic and invasive species;
 - (iv) Installation, repair and maintenance of roads, trails, fencing, hydrologic structures and other infrastructure for Preserve Activities;
 - (v) Outdoor recreation such as camping, hiking, biking, horseback riding, birding and wildlife observation, fishing, swimming, canoeing, kayaking and other water activities;
 - (vi) Educational activities such as field trips and demonstrations;

- (vii) Research activities such as ecological surveys, assessments and monitoring; and
 - (viii) Public and private events for advancing Owner's charitable mission, such as fundraising and outreach.
- (3) Owner agrees that if at any time the Owner files any type of subdivision plat, permit application or related development document for the development of the Property, or a portion of the Property, beyond its use as a nature preserve with a governmental entity that has jurisdiction over the Property or such portion, regardless of how the Property is appraised for ad valorem tax purposes, that in addition to the City's other remedies, such action will constitute a petition for voluntary annexation by the Owner, and the Property or such portion, will be immediately subject to annexation at the discretion of the City Council. The Owner agrees that any filing of such permit application, subdivision plat or other development documents (except for development for agricultural, wildlife management or timber purposes) shall not give rise to development rights that might otherwise be available to Owner pursuant to Section 245 or Section 43.002 of the Texas Local Government Code. All future development of the Property for a use other than agricultural, wildlife management, or timber purposes shall be in accordance with the zoning approved by the City after the Property is annexed into the City. The Property is projected to be zoned as public, agricultural, or other category later adopted that is most appropriate for a privately owned nature preserve according to the City's Comprehensive Plan. Owner agrees that future use of the Property will be in accordance with such zoning regulations of the City unless the City approves alternative zoning at the request of the Owner. Owner hereby agrees that such annexation shall be voluntary, and Owner hereby consents to such annexation as though a petition for such annexation had been tendered to the City by Owner.
- (4) Owner agrees that if at any time during the period in which this Agreement is in effect the Owner's use the Property or a portion of the Property, for any purpose other than agriculture, wildlife management or timber, regardless of how the Property is appraised for ad valorem tax purposes, that in addition to the City's other remedies, such change in use by the Owner will constitute a petition for voluntary annexation by the Owner, and the Property or such portion will be immediately subject to annexation at the discretion of the City Council. The Owner agrees that any change of use or partial change of use of the Property shall not give rise to development rights that might otherwise be available to Owner pursuant to Section 245 or Section 43.002 of the Texas Local Government Code. All future development of the Property for a use other than agricultural, wildlife management, or timber purposes shall be according to the zoning approved by the City

after the Property is annexed into the City. The Property is projected to be zoned as public, agricultural, or other category later adopted that is most appropriate for a privately owned nature preserve according to the City's Comprehensive Plan. Owner agrees that future use of the Property will be in accordance with such zoning regulations of the City unless the City approves alternative zoning at the request of the Owner. Owner hereby agrees that such annexation shall be voluntary, and Owner hereby consents to such annexation as though a petition for such annexation had been tendered to the City by Owner.

- (5) Owner understands and agrees that the Travis County Central Appraisal District, not the City, is the entity that is responsible for making the determination of whether the Property is appraised for ad valorem tax purposes as land for agricultural or wildlife management or timber.
- (6) Owner acknowledges that each and every landowner of the Property must sign the Agreement in order for the Agreement to take full effect, and each Owner who signs this Agreement covenants and agrees, jointly and severally, to indemnify, hold harmless, and defend the City against any and all legal claims, by any persons claiming an ownership interest in the Property who has not signed the Agreement for whose approval as a landowner is required under Section 212.172 of the Local Government Code, arising in any way from the City's reliance on this Agreement.

SECTION THREE:

The term of this Agreement shall be for forty-five (45) years from the date of its execution or until the City completes annexation of the property which ever event occurs first.

This Agreement may be supplemented or amended under terms and conditions mutually agreeable to the Parties, provided that all such changes, amendments, supplements or modifications shall be in writing.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be effected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms and it may not be modified in any manner without the express written consent of the Parties.

No assignment of this Agreement, in whole or in part, or of any duty or obligation of performance hereunder shall be made in whole or in part by any Party hereto without the prior written consent of the other Party hereto.

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their trustees, officers, employees and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

The Nature Conservancy, a District of Columbia non-profit corporation

Owner's Mailing Address:

318 Congress Ave.
Austin, Texas 78701
Travis County

City of Bee Cave, a Home Rule Municipal Corporation

City's Mailing Address:

City of Bee Cave
4000 Galleria Parkway
Bee Cave, Texas 78738
Travis County

[Signature Page(s) to Follow]

Owner:

The Nature Conservancy

By: John A.C. Herron

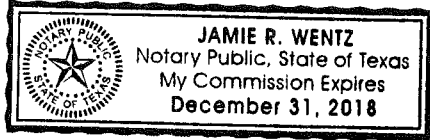
Name: John S.C. Herron

Title: Texas Director of Conservation

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared John Herron, Tx Director of Conservation of The Nature Conservancy, known to me to be the person whose name is subscribed to the foregoing Agreement and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on the 8th day of December, 2016.



Notary Public, State of Texas

A handwritten signature in black ink, appearing to be 'J. R. Wentz', written over a horizontal line.

My Commission expires: 12-31-18

City:

City of Bee Cave

Caroline Murphy
Caroline Murphy, Mayor

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

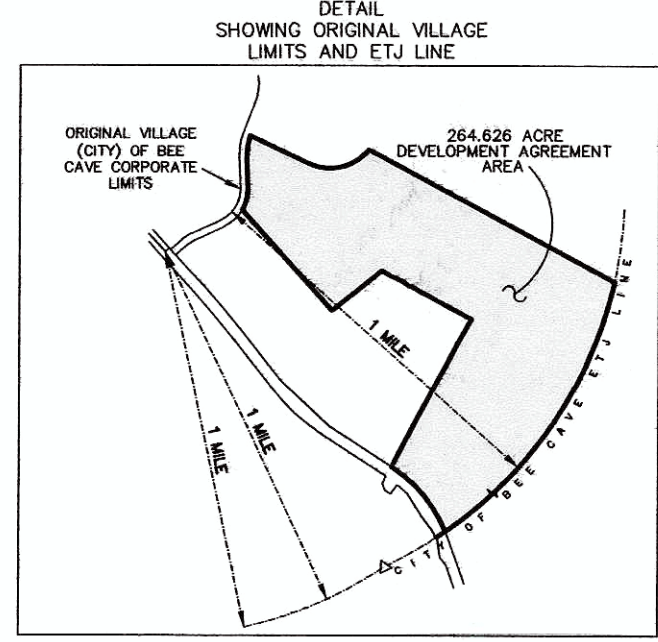
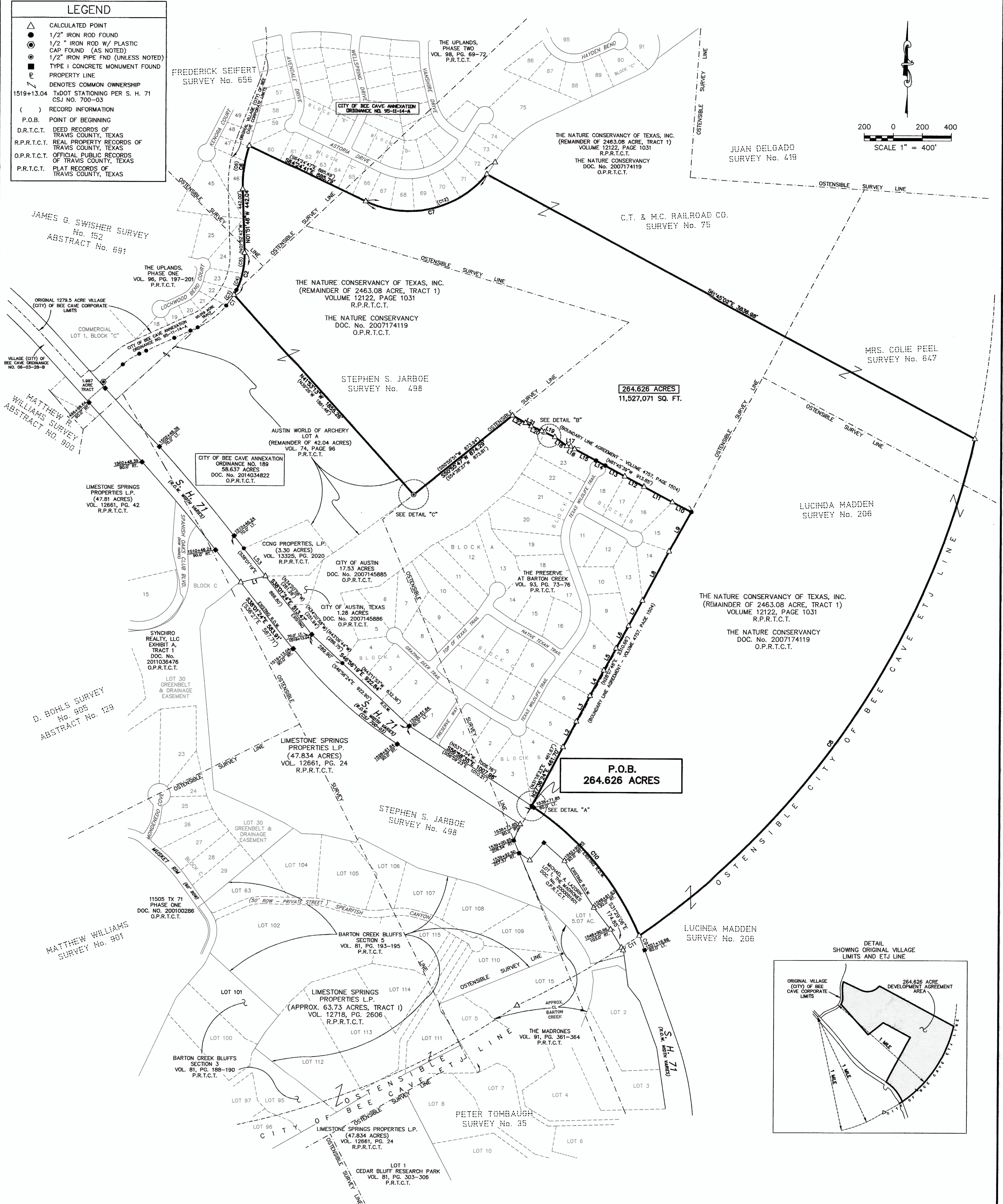
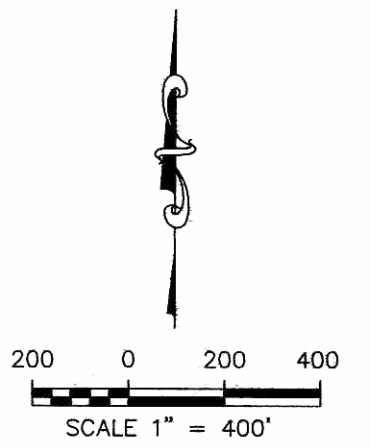
BEFORE ME, the undersigned authority, on this day personally appeared Caroline Murphy, known to me to be the person whose name is subscribed to the foregoing Agreement and acknowledged to me that she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on the 15th day of December, 2016.

Kaylynn Holloway
KAYLYNN HOLLOWAY
NOTARY PUBLIC Notary Public, State of Texas
State of Texas
Comm. Exp. 04-05-2019
Commission expires: 4-5-2019

LEGEND

- △ CALCULATED POINT
- 1/2" IRON ROD FOUND
- 1/2" IRON ROD W/ PLASTIC CAP FOUND (AS NOTED)
- ⊙ 1/2" IRON PIPE FND (UNLESS NOTED)
- TYPE I CONCRETE MONUMENT FOUND
- PROPERTY LINE
- DENOTES COMMON OWNERSHIP
- 1519+13.04 TxDOT STATIONING PER S. H. 71 CSJ NO. 700-03
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- D.R.T.C.T. DEED RECORDS OF TRAVIS COUNTY, TEXAS
- R.P.R.T.C.T. REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- P.R.T.C.T. PLAT RECORDS OF TRAVIS COUNTY, TEXAS



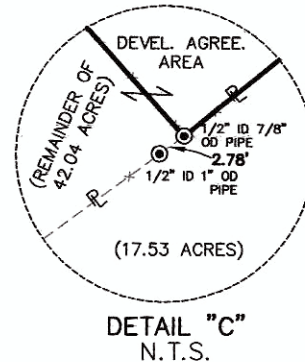
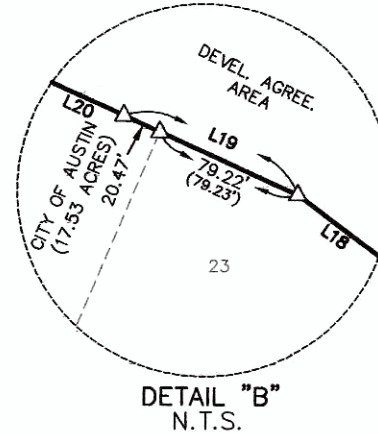
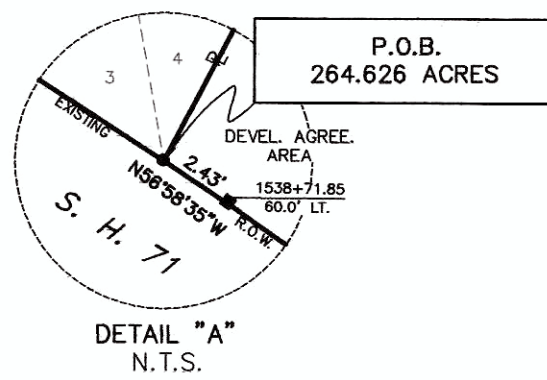
INLAND GEODETICS
 PROFESSIONAL LAND SURVEYORS
 1504 CHISHOLM TRAIL RD. STE. 103
 ROUND ROCK, TX. 78681
 PH. (512) 238-1200, FAX (512) 238-1251
 FIRM REGISTRATION NO. 100591-00

CITY OF BEE CAVE, TEXAS
DEVELOPMENT AGREEMENT AREA
 264.626 ACRE
 11,527,071 SQUARE FEET

08/29/2016
 REVISED: 12/05/2016

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	9°36'19"	550.00'	92.19'	92.09'	S34°29'15"W
C2	31°32'12"	550.00'	302.73'	298.92'	N13°54'17"E
(C3)	(13°20'03")	(550.00')	(128.00')	(127.71')	(N32°35'38"E)
(C4)	(12°42'33")	(550.00')	(122.00')	(121.75')	(N19°34'20"E)
(C5)	(15°05'45")	(550.00')	(144.91')	(144.49')	(N05°40'11"E)
C6	20°26'37"	850.00'	303.29'	301.68'	N08°21'30"E
(C6)	(20°32'11")	(846.30')	(303.34')	(301.72')	(N08°23'24"E)
C7	76°48'34"	688.20'	922.59'	855.04'	N77°11'00"E
C8	42°25'21"	5730.00'	4242.57'	4146.32'	S33°49'12"W
C9	3°05'17"	1970.00'	106.18'	106.17'	S21°09'18"E
C10	34°15'19"	1970.00'	1177.80'	1160.33'	N39°49'36"W
C11	1°28'25"	5730.00'	147.38'	147.38'	S55°46'05"W
(C12)	(85°06'10")	(688.20')	(1022.20')	(930.79')	(N73°02'08"E)

NO.	DIRECTION	DISTANCE
L1	N75°46'19"E	174.86'
L2	N27°18'19"E	200.07'
(L2)	(N31°00'18"E)	(200.06')
L3	N27°29'19"E	200.04'
(L3)	(N31°11'18"E)	(200.03')
L4	N28°11'05"E	200.01'
(L4)	(N31°53'04"E)	(200.00')
L5	N28°49'33"E	174.86'
(L5)	(N32°31'32"E)	(174.85')
L6	N28°42'03"E	177.54'
(L6)	(N32°24'02"E)	(177.53')
L7	N28°25'39"E	199.67'
(L7)	(N32°07'38"E)	(199.66')
L8	N28°02'38"E	386.44'
(L8)	(N31°44'37"E)	(386.42')
L9	N29°06'03"E	310.90'
(L9)	(N32°48'02"E)	(310.88')
L10	N62°25'17"W	146.82'
(L10)	(N58°42'57"W)	(146.77')
L11	N61°42'35"W	222.77'
(L11)	(N58°00'15"W)	(222.69')
L12	N61°44'43"W	150.07'
(L12)	(N58°02'23"W)	(150.01')
L13	N61°12'14"W	154.53'
(L13)	(N57°29'54"W)	(154.47')
L14	N61°43'27"W	71.69'
(L14)	(N58°03'04"W)	(71.94')
L15	N61°45'45"W	168.16'
(L15)	(N58°03'04"W)	(168.16')
L16	N56°20'05"W	31.93'
(L16)	(N52°38'00"W)	(31.93')
L17	N83°06'05"W	27.69'
(L17)	(N79°24'00"W)	(27.69')
L18	N53°09'05"W	102.13'
(L18)	(N53°15'00"W)	(103.47')
L19	N65°30'50"W	99.69'
(L19)	(N65°25'07"W)	(99.58')
L20	N65°17'34"W	79.41'
(L20)	(N65°21'39"W)	(79.64')
L21	N61°14'24"W	45.40'
(L21)	(N60°42'24"W)	(45.31')
L22	N60°08'19"W	103.66'
(L22)	(N60°18'33"W)	(103.52')



NOTES:

1) BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE. DISTANCES ARE SURFACE DISTANCES.

2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

3) NO PLATTED EASEMENTS WERE SHOWN HEREON.

4) S.H. 71 AS SHOWN HEREON IS FROM TXDOT ROW MAP CSJ: 700-03.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE PARTIALLY ON THE GROUND AND PARTIALLY FROM RECORD INFORMATION UNDER MY DIRECT SUPERVISION.

Lawrence M. Russo
 LAWRENCE M. RUSSO
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050
 INLAND GEODETICS, LP
 FIRM REGISTRATION NO. 100591-00
 1504 CHISHOLM TRAIL ROAD, SUITE 103
 ROUND ROCK, TX 78681

DATE 12/07/2016



LEGEND	
△	CALCULATED POINT
●	1/2" IRON ROD FOUND
○	1/2" IRON ROD W/ PLASTIC CAP FOUND (AS NOTED)
⊙	1/2" IRON PIPE FND (UNLESS NOTED)
■	TYPE I CONCRETE MONUMENT FOUND
—	PROPERTY LINE
↔	DENOTES COMMON OWNERSHIP
1519+13.04	TxDOT STATIONING PER S. H. 71 CSJ NO. 700-03
()	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
D.R.T.C.T.	DEED RECORDS OF TRAVIS COUNTY, TEXAS
R.P.R.T.C.T.	REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
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 1504 CHISHOLM TRAIL RD. STE. 103
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CITY OF BEE CAVE, TEXAS
 DEVELOPMENT AGREEMENT AREA
 264.626 ACRE
 11,527,071 SQUARE FEET

08/29/2016
 REVISED: 12/05/2016

EXHIBIT _____
PROPERTY DESCRIPTION

DESCRIPTION OF A 264.626 ACRE (11,527,071 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JAMES G. SWISHER SURVEY NO. 152, THE FREDERICK SEIFERT SURVEY, NO. 656, THE STEPHEN S. JARBOE SURVEY, NO. 498, THE C.T. & M.C. RAILROAD CO. SURVEY NO. 75, THE MRS. COLIE PEEL SURVEY NO. 647, AND THE LUCINDA MADDEN SURVEY NO. 206, ALL IN TRAVIS COUNTY, TEXAS, SAID 264.626 ACRES BEING A PORTION OF THE REMAINDER OF THAT CALLED TRACT 1 (2463.08 ACRES) CONVEYED TO THE NATURE CONSERVANCY OF TEXAS, INC. BY INSTRUMENT RECORDED IN VOLUME 12122, PAGE 1031 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, (NOW THE NATURE CONSERVANCY AS PER DOCUMENT NO. 2007174119 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS), SAID 264.626 ACRE (11,527,071 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found, being in the northeasterly Right-of-Way (R.O.W.) line of State Highway (S. H.) 71 (Right-of-Way Width Varies), as per State of Texas Department of Transportation (TxDOT) R.O.W. CSJ NO. 700-03 S. H. 71, same being the southerly corner of The Preserve At Barton Creek, a subdivision of record in Volume 93, Page 73-76 of the Plat Records of Travis County, Texas, (southerly corner of Lots 3 and 4, Block B), also being an angle point in the southwesterly boundary line of said remainder of Tract 1 (2463.08 acre), for the most southerly southwesterly corner of the herein described tract;

THENCE, departing said northeasterly R.O.W. line of S. H. 71, with the common boundary line of said subdivisions' record southeasterly and northeasterly boundary lines and said remainder of Tract 1 (2463.08 acre), the following (19) nineteen courses:

- 1) N 27°36'24" E, for a distance of 461.70 feet to the calculated common corner between Lots 4 and 5, Block B of said subdivision for an angle point;
- 2) N 27°18'19" E, for a distance of 200.07 feet to the calculated common corner between Lots 5 and 6, Block B of said subdivision for an angle point;
- 3) N 27°29'19" E, for a distance of 200.04 feet to the calculated common corner between Lots 6 and 7, Block B of said subdivision for an angle point;
- 4) N 28°11'05" E, for a distance of 200.01 feet to the calculated common corner between Lots 7 and 8, Block B of said subdivision for an angle point;
- 5) N 28°49'33" E, for a distance of 174.86 feet to the calculated common corner between Lots 8 and 9, Block B of said subdivision for an angle point;
- 6) N 28°42'03" E, for a distance of 177.54 feet to the calculated common corner between Lots 9 and 13, Block B of said subdivision for an angle point;
- 7) N 28°25'39" E, for a distance of 199.67 feet to the calculated common corner between Lots 13 and 14, Block B of said subdivision for an angle point;
- 8) N 28°02'38" E, for a distance of 386.44 feet to the calculated common corner between Lots 14 and 15, Block B of said subdivision for an angle point;
- 9) N 29°06'03" E, for a distance of 310.90 feet to a 1/2 inch iron rod found, for the easterly corner of said Lot 15, Block B, same being the easterly corner of said subdivision and an angle point in said southwesterly boundary line of remainder of Tract 1 (2463.08 acre), for an ell corner;
- 10) N 62°25'17" W, for a distance of 146.82 feet to the calculated common corner between Lots 15 and 16, Block B of said subdivision for an angle point;
- 11) N 61°42'35" W, for a distance of 222.77 feet to the calculated common corner between Lots 16 and 17, Block B of said subdivision for an angle point;
- 12) N 61°44'43" W, for a distance of 150.07 feet to the calculated common corner between Lots 17 and 18, Block B of said subdivision for an angle point;

- 13) N 61°12'14" W, for a distance of 154.53 feet to a 1/2 inch iron rod found, for the common northwesterly corner of said Lot 18, Block B and the northeasterly corner of Texas Wildlife Trail (60' ROW width) in said subdivision, for an angle point;
- 14) N 61°43'27" W, for a distance of 71.69 feet to a 1/2 inch iron rod found in the northerly line of said Texas Wildlife Trail, same being the northeasterly corner of Lot 23, Block A of said subdivision, for an angle point;
- 15) N 61°45'45" W, for a distance of 168.16 feet to a calculated angle point;
- 16) N 56°20'05" W, for a distance of 31.93 feet to a calculated angle point;
- 17) N 83°06'05" W, for a distance of 27.69 feet to a calculated angle point;
- 18) N 53°09'05" W, for a distance of 102.13 feet to a calculated angle point;
- 19) N 65°30'50" W, for a distance of 79.22 feet to the calculated northwesterly corner of said subdivision (northwest corner Lot 23, Block A), same being the easterly corner of that called 17.53 acre tract of land conveyed to the City of Austin by instrument recorded in Document No. 2007145885 of the Official Public Records of Travis County, Texas, for an angle point;

THENCE, departing said Preserve At Barton Creek subdivision, continuing with the southwesterly boundary line of said remainder of Tract 1 (2463.08 acre), same being the northeasterly and northwesterly boundary lines of said 17.53 acre tract, the following (5) five courses:

- 20) N 65°30'50" W, for a distance of 20.47 feet to a calculated angle point;
- 21) N 65°17'34" W, for a distance of 79.41 feet to a calculated angle point;
- 22) N 61°14'24" W, for a distance of 45.40 feet to a calculated angle point;
- 23) N 60°08'19" W, for a distance of 103.66 feet to the calculated northerly corner of said 17.53 acre tract, for an angle point;
- 24) S 50°55'47" W, for a distance of 874.29 feet to a 1/2 inch ID (7/8 inch OD) pipe found (observed, not tied), being the most easterly corner of the remainder of a 42.04 acre tract depicted as Lot A of the Austin World of Archery, a subdivision of record in Volume 74, Page 96 of the Plat Records of Travis County, Texas, same being the most easterly corner of Annexation Ordinance No. 189, a 58.637 acre tract of land annexed into the City of Bee Cave and filed in Document No. 2014034822 of the Official Public Records of Travis County, Texas, for an angle point, and from which a 1/2 inch ID (1 inch OD) pipe found (observed, not tied) bears southwesterly along the common line of said remainder of 42.04 acre tract, same being said remainder of Tract 1 (2463.08 Acre), and said 17.53 acre tract, at a distance of 2.78 feet;
- 25) THENCE, departing said 17.53 acre tract, with the northeasterly boundary line of said remainder of 42.04 acre tract, same being the northeasterly boundary line of said 58.637 acre Annexation tract, through the interior of said remainder of Tract 1 (2463.08 acre), N 41°53'13" W for a distance of 1855.26 feet to the calculated northerly corner of said remainder of 42.04 acre tract and said 58.637 acre Annexation tract, same being in the easterly boundary line of Lot 22, Block "C", The Uplands, Phase One, a subdivision of record in Volume 96, Page 197-201 of the Plat Records of Travis County, Texas, also being in the westerly boundary line of said remainder of Tract 1 (2463.08 acre), for the most northerly southwesterly corner of the herein described tract, and from which a 1/2 inch iron rod found, being the common corner between Lots 21 and 22, Block "C", said The Uplands, Phase 1, bears along a curve to the right, having a delta angle of 09°36'19", a radius of 550.00 feet, an arc distance of 92.19 feet, and a chord which bears S 34°29'15" W, for a distance of 92.09 feet;

THENCE, departing said remainder of 42.04 acre tract, same being said 58.637 acre Annexation tract, with the common boundary line of said remainder of Tract 1 (2463.08 acre), and said The Uplands, Phase One, same being the easterly boundary lines of a portion of Lot 22, Lots 23-24, Lots 46-47 and a portion of Lot 48, Block "C" of said subdivision, the following (3) three courses:

- 26) along a curve to the left, having a delta angle of 31°32'12", a radius of 550.00 feet, an arc distance of 302.73 feet, and a chord which bears N 13°54'17" E, for a distance of 298.92 feet, to a calculated point of tangency;
- 27) N 01°51'48" W, for a distance of 442.04 feet to a calculated point of curvature to the right;
- 28) along said curve to the right, having a delta angle of 20°26'37", a radius of 850.00 feet, an arc distance of 303.29 feet, and a chord which bears N 08°21'30" E, for a distance of 301.68 feet, to a calculated point of non-tangency, being in the easterly boundary line of said Lot 48, Block "C", The Uplands, Phase One, same being the southwesterly corner of The Uplands, Phase Two, (common corner of Lots 59 and 60, Block "C") a subdivision of record in Volume 98, Page 69-72 of the Plat Records of Travis County, Texas, also being an angle point in the northwesterly boundary line of said remainder of Tract 1 (2463.08 acre), for the northwesterly corner of the herein described tract;

THENCE, departing said The Uplands, Phase One, with the common boundary line of said The Uplands, Phase Two and said remainder of Tract 1 (2463.08 acre), same being the southwesterly and southeasterly boundary lines of Lots 60 through 71 and a portion of Lot 72, Block "C", the following (2) two courses:

- 29) S 64°24'41" E for a distance of 885.79 feet to a calculated point of curvature to the left;
- 30) along said curve to the left, having a delta angle of 76°48'34", a radius of 688.20 feet, an arc distance of 922.59 feet, and a chord which bears N 77°11'00" E, for a distance of 855.04 feet, to a calculated point of non-tangency;
- 31) THENCE, departing said The Uplands, Phase Two, through the interior of said remainder of Tract 1 (2463.08 acre) S 61°45'02" E, for a distance of 3836.98 feet to a calculated point of non-tangency, being in the ostensible City of Bee Cave ETJ line, for the northeasterly corner of the herein described tract;
- 32) THENCE, with said ostensible City of Bee Cave ETJ line, continuing through the interior of said remainder of Tract 1 (2463.08 acre), along a non-tangent curve to the right, having a delta angle of 42°25'21", a radius of 5730.00 feet, an arc distance of 4242.57 feet, and a chord which bears S 33°49'12" W, for a distance of 4146.32 feet, to a calculated point, in the northeasterly R.O.W. line of said S. H. 71, same being in the southwesterly boundary line of said remainder of Tract 1 (2463.08 acre), for the southeasterly corner of the herein described tract, and from which a Type 1 concrete Highway Monument found (TxDOT P.T. Station 1551+16.96), bears along a curve to the right, having a delta angle of 03°05'17", a radius of 1970.00 feet, an arc distance of 106.18 feet, and a chord which bears S 21°09'18" E, for a distance of 106.17 feet;

THENCE, with said northeasterly R.O.W. line of S. H. 71, same being said southwesterly boundary line of said remainder of Tract 1 (2463.08 acre), the following (2) two courses:

- 33) along a curve to the left, having a delta angle of 34°15'19", a radius of 1970.00 feet, an arc distance of 1177.80 feet, and a chord which bears N 39°49'36" W, for a distance of 1160.33 feet to a Type 1 concrete Highway Monument found (TxDOT Station 1538+71.85);
- 34) N 56°58'35" W, for a distance of 2.43 feet to the POINT OF BEGINNING, containing 264.626 acres (11,527,071 square feet) of land, more or less;

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, Lawrence M. Russo, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made partially on the ground and partially from record information under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Lawrence M. Russo

Lawrence M. Russo
Registered Professional Land Surveyor No. 5050
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681
(512) 238-1200

12/07/2016
Date

