

# DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”) is made and entered into effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2026 (the “Effective Date”), by and among HAYS COUNTY, TEXAS (the “County”) and Hays Commons Land Investment, LP (the “Declarant”). The County and Declarant are sometimes referred to herein as the “Parties” and individually as the “Party”.

## 1. Purposes, Term and Consideration

- 1.01. Declarant is developing approximately 340.88 acres of land (the “Property”), which property is more fully described on Exhibit A attached hereto and incorporated herein for all purposes. The Property is being developed by Declarant as “Hays Commons” Project in Hays County, Texas.
- 1.02. Declarant is authorized to enter into this Agreement with the County. The County is authorized to enter into this Agreement with Declarant by authority of Chapter 232 of the Texas Local Government Code, Subchapter E, and Chapter 771 of the Hays County Development Regulations (the “Development Regulations”).
- 1.03. Declarant desires to subdivide the Property as a single-family residential and commercial subdivision with uses as shown generally depicted in the concept plan (the “Concept Plan”) attached hereto and incorporated herein as Exhibit B.
- 1.04. The benefits to the Parties contained in this Agreement, which exceed the minimum requirements of state law and the Development Regulations, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by the Parties.
- 1.05. This Agreement shall be binding upon the Parties, their successors and assigns, and shall be effective for a term of ten (10) years from the Effective Date, unless otherwise terminated as elsewhere laid out in this Agreement. This Agreement may be extended for an additional ten (10) years by written agreement signed by Declarant and County at least sixty (60) days prior to expiration, and such agreement shall not be denied or delayed as long as the Declarant is actively pursuing development of the Project (herein after defined).

## 2. The Project

- 2.01. The “Project”, as that term is described in Chapter 245 of the Texas Local Government Code, is the master planning and subdivision platting of the Property into approximately 346 single-family residential lots, 21 parkland and/or open space lots, one (1) commercial lot, and one (1) amenity lot, as generally depicted in the Concept Plan. The Project also includes the provision of roadways, drainage/stormwater facilities, utilities, water lines, wastewater lines, and related storage facilities. The Project is subject to the Development Regulations as of the Effective Date, including fees as outlined on the Hays County Development Service’s Fee Schedule, as they exist on the Effective Date, except as otherwise modified in this Agreement.

- 2.02.** Declarant has designed and plans to develop, install, and construct the Project in multiple phases, which are included in the phasing plan (the “Phasing Plan”) attached hereto as **Exhibit C**. The Parties acknowledge and agree that the Phasing Plan is preliminary and actual development and construction may vary from the proposed timing, proposed phase boundaries, and proposed number of lots; subject to the limitations in this Agreement, as necessary to improve the overall design of the Project. If the Developer desires to alter the order of the phases or to adjust the boundaries and/or density of the phases, then the Parties agree the County may administratively modify the phases of the Project as long as the phase remain in compliance with the terms of this Agreement. However, at no point may the total number of lots for the Project vary more than ten percent (10%) of the total number of estimated lots listed in Section 2.02 of this Agreement. Additionally, no such modifications or adjustments shall reduce the total parkland or open space area. Any administrative modification authorized in this section may be memorialized by modifying the applicable exhibit hereto and incorporating such modified exhibit in an amendment to this Agreement executed by the County Director of Development Services or designee.
- 2.03.** The Project shall be served by, and Declarant agrees to obtain, water service and wastewater service from Hays Commons Municipal Utility District. Declarant agrees no structure shall be occupied until connected to an individual water supply or state-approved public water supply system. No structure shall be occupied until connected to a state-approved public sewer system or to an on-site sewage facility approved and permitted by Hays County.
- 2.04.** No construction or other development within the Project may begin in a particular phase until all Hays County Development Authorization requirements have been satisfied for said phase, except as otherwise modified by this Agreement.
- 2.05.** Declarant agrees, should these rights be assigned, to remind the eventual builder(s) of their duties and obligations under Section 233.154 of the Local Government Code to perform and submit inspection reports at issue to the County via Hays County Development Services.

### **3. Applications and Fees**

- 3.01.** All standard application, review, and inspection fees shall apply to the Project as applicable. The County will collect all applicable fees in accordance with its standard policies and procedures, including those additional fees associated with a Flood Hazard Area Permit, On-Site Sewage Facility Permit, and Driveway Permit.

### **4. Application Review Timelines**

- 4.01.** The Parties agree that should the Declarant submit a Preliminary Plan, the County will review and provide its first round of comments to the Declarant’s Preliminary Plan Application within thirty (30) calendar days from the date of submittal by the Declarant. The Parties also agree that the County will provide a determination of the Preliminary Plan Application within sixty (60) calendar days from the initial submittal.

- 4.02. The Parties agree that the County will review and provide its first round of comments to the Declarant's Plat Application within thirty (30) calendar days from the date of submittal by the Declarant. The Parties also agree that the County will provide a determination of the Plat Application within sixty (60) calendar days from the initial submittal.
- 4.03. The Parties agree that the County will review and provide its first round of comments to the Declarant's Construction Plan Application within thirty (30) calendar days from the date of submittal by the Declarant. The Parties also agree that the County will provide a determination of the Construction Plan Application within sixty (60) calendar days from the initial submittal.
- 4.04. The Parties acknowledge that the timelines for the Plat Application and the Construction Plan may run concurrently if Declarant elects to submit both at the same time. Additionally, the Parties acknowledge that the above-mentioned timelines do not affect other review timelines, such as Flood Hazard Area Permit and application reviews, On-Site-Sewage-Facility Permit and application reviews, Driveway Permit and application reviews, etc..

## 5. Development Standards

- 5.01. The applicable roadway standards within the project are the roadway standards in Chapter 721 of the Development Regulations, as those regulations exist as of the Effective Date, except as modified in the Development Standards. The applicable drainage & stormwater standards within the project are those in Chapter 721, 725, 735, and those applicable in the Hays County Specifications for Paving and Drainage Improvements as those regulations exist as of the Effective Date, including the Drainage Criteria Manual, except as modified in the Development Standards. The applicable standards within the project for driveway spacing and requirements are the standards in Chapter 721 of the Development Regulations, as those regulations exist as of the Effective Date, except as modified in the Development Standards. The Development Standards ("Development Standards") are attached hereto as **Exhibit D**.
- 5.02. The Declarant shall identify the current standards and proposed standards within **Exhibit D**, including a written reason for differing standards, and any development exemptions or variances sought for the project.
- 5.03. Except as otherwise set forth in this Agreement, all streets, roadways, driveways, drainage and stormwater facilities, and other public infrastructure requirements shall be in strict compliance with the Development Regulations.
- 5.04. Declarant and County agree that before the County will accept for recording any final subdivision plat of all or a portion of the Project, Declarant shall cause to be constructed all streets, drainage facilities, and other public infrastructure to be dedicated by said final plat in accordance with all applicable County street and drainage standards, except as modified by this Agreement, or provide fiscal surety for the estimated cost to complete the construction of the remaining public infrastructure.
- 5.05. Declarant may dedicate right-of-way and additional right-of-way in excess of the County minimum right-of-way width set forth in the Development Standards and in such event,

the County may grant a license to the Declarant, a municipal utility district, or other governmental entity, to allow for the construction, installation, maintenance, repair, and operation of landscaping improvements, irrigation, lighting, monuments, or trails and related improvements within the right-of-way. Declarant acknowledges that said license agreement shall be approved by the Commissioner(s) whose precinct(s) in which the Property is located.

- 5.06.** Declarant acknowledges that the County shall not accept dedication or maintenance of sidewalks.
- 5.07.** Declarant shall dedicate to the County with each final plat of a phase of the Project all right-of-way containing roads and related drainage improvements within said final plat. Maintenance of drainage improvements outside of the right-of-way shall not be the responsibility of Hays County.
- 5.08.** Declarant agrees that all stormwater facilities including detention and retention ponds will be owned and maintained by a homeowner or property owner association, municipal utility district, or other statutory district. Detention and retention ponds shall be built in appropriate sequence and timing to capture stormwater runoff from each construction site at the beginning of each phase. The County shall not be responsible for maintenance of any stormwater treatment facilities.
- 5.09.** Streets, roads, driveways, drainage, erosion controls, water and wastewater lines and facilities, and all other infrastructure within the Project will be constructed by the Declarant to the standards as adopted in the International Fire Code by Hays County.
- 5.10.** To the extent the Hays County Transportation Department requires a Traffic Impact Analysis, that requirement is not affected or otherwise modified by the terms of this agreement.

## **6. Consideration to the County**

- 6.01.** These concessions, going beyond standard practices, represent Declarant's efforts to be good stewards of the land and the community. These help protect the public's access to water, foster its ecological structure, and the communal partnership that responsible development represents.
- 6.02.** Declarant agrees to commit and restrict the area depicted on **Exhibit B** ("Open Space") to the use of open space in perpetuity. The Open Space will be legally defined with the approval of a final plat but shall not substantially deviate from Exhibit B or be less than two-hundred (200) acres. The Parties agree that trails, utilities, and infrastructure necessary for the municipal utility district to serve the Project are permitted within the Open Space.

## **7. Assignment of Commitments and Obligations; Termination**

- 7.01.** Declarant's rights and obligations under this Agreement may be assigned, in whole or in part, to one or more related entities, purchasers of all or any portion of the Property, other developer(s) of the Property or to a governmental entity. Declarant agrees to notify the

County within thirty (30) calendar days of any assignment; said notice shall include the name and contact information of the party to whom the Declarant assigns, as well as what rights and obligations have been assigned.

**7.02.** This Agreement and Concept Plan shall be binding on the Parties, and their respective successors and assigns, and shall be effective for the duration through the final phase of the Project listed in the Phasing Plan. However, any consideration granted to the County shall be in perpetuity and a covenant that runs with the land.

**7.03.** Declarant agrees, if it creates a homeowners association, property owners association, or any other governing entity or political subdivision that, in their covenants and restrictions, or other applicable founding documents, to effectuate rules that bind them to enforce and maintain the terms and requirements of this Agreement. This explicitly includes the maintenance of any consideration given to the County in this Agreement.

**7.04.** In the event the Declarant requests, and the City of Austin (“City”) approves, voluntary expansion of the City’s extraterritorial jurisdiction over the Property, this Agreement shall automatically terminate as of the date of approval by the City. However, all such protections and remedies ensuring the dedicated open space remains open shall survive any such termination under this section, and the County shall maintain any and all such powers and rights necessary to enforce this agreement to that effect. The Declarant (or any successor or assign) or County is authorized to record a Notice of Termination in the Official Public Records of Hays County, Texas; however, such recording shall be for notice purposes only, and the termination shall be effective regardless of whether such notice is recorded. Any and all approved plats recorded prior to the date of termination shall remain in full force and effect as a plat validly approved under the then-applicable jurisdiction. Any pending applications with the County will be jointly reviewed by the City and the County in accordance with their applicable jurisdiction authority and in compliance with applicable regulations. This Agreement will continue to satisfy the definition of “permit” as that term is described in Chapter 245 of the Texas Local Government Code after termination of this Agreement. In the event the Declarant does not start development of the Property as represented in Exhibit B within five (5) years of execution of this document, this Agreement shall automatically terminate and be null and void. The Declarant (or any successor or assign) or County is authorized to record a Notice of Termination in the Official Public Records of Hays County, Texas; however, such recording shall be for notice purposes only, and the termination shall be effective regardless of whether such notice is recorded.

## **8. Public Notice.**

**8.01.** The Parties agree that public notice for this Agreement was previously satisfied and no other sponsored meeting, written notice, or published notice, except for those notice obligations required by the Texas Open Meeting Act is required prior to consideration of this Agreement by the Hays County Commissioners Court.

## 9. Default

**9.01.** Notwithstanding anything herein to the contrary, no Party shall be deemed to be in default hereunder until the passage of thirty (30) business days after receipt by such party of written notice of default from the other Party. Upon the passage of thirty (30) business days without cure of the default, such Party shall be deemed to have defaulted for purpose of this Agreement. The non-defaulting Party may bring an action for specific performance against the defaulting Party. To the extent allowed by Texas law, the County waives immunity to suit and liability under this Agreement.

## 10. Notice

**10.01.** Any notice to be given hereunder by any Party shall be in writing and may be affected by personal delivery or by sending said notice by registered or certified mail, return receipt requested, to the addresses set forth below. Notice shall be deemed given when deposited within the United States Postal Service with sufficient postage affixed.

Any notice mailed to the County shall be addressed to:

Hays County Development Services  
Attn: Director of Development Services  
2171 Yarrington Rd, Ste. 100  
Kyle, Texas 78640  
Telephone No.: (512) 393-2150  
Email: [development@hayscountytexas.gov](mailto:development@hayscountytexas.gov)

With a copy to:

Hays County Criminal District Attorney's Office  
Attn: Chase Young (or successor)  
111 E. San Antonio St, Ste. 202  
San Marcos, Texas 78666  
Telephone No.: (512) 393-2219  
Email: [chase.young@hayscountytexas.gov](mailto:chase.young@hayscountytexas.gov)

Any notice mailed to Declarant shall be addressed to:

Hays Commons Land Investment, LP  
Attn: Garrett Martin  
2100 Northland Drive  
Austin, Texas 78756  
Telephone No.: 512-686-4986  
Email: [garrett@mymilestone.com](mailto:garrett@mymilestone.com)

With a copy to:

McLean & Howard, L.L.P.

Attn: Jeff Howard  
4301 Bull Creek Road, Suite 150  
Austin, Texas 78731  
Telephone No.: 512-328-2008  
Email: jhoward@mcleanhowardlaw.com

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

## 11. Miscellaneous

- 11.01. **Entire Agreement.** This Agreement, together with any exhibits attached hereto, constitutes the entire Agreement among Parties hereto, and may not be amended, except in writing signed by all Parties and dated subsequent to the date hereof.
- 11.02. **Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, as allowed.
- 11.03. **Venue.** This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Hays County, Texas.
- 11.04. **Consideration.** This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
- 11.05. **Counterparts.** This Agreement may be executed in any number of identical counterparts, each of which shall be deemed an original for all purposes. An electronically transmitted signature will also be deemed to constitute an original if properly executed.
- 11.06. **Authority to Execute.** The individuals executing this Agreement on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be authorized and binding agreement on the Party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- 11.07. **Savings/Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 11.08. **Representations.** Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had an opportunity to confer with its counsel.

- 11.09. **Miscellaneous Drafting Provisions.** This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed, as a whole, and according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.
- 11.10. **No Third-Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third-party not a signatory to this Agreement and the Parties do not intend to create any third-party beneficiaries by entering into this Agreement. Provided, however, an entity related to one or more of the Parties is entitled to the benefits of, and may rely upon, this Agreement.
- 11.11. **Attorneys' Fees.** In any legal proceeding brought to enforce the terms of this Agreement, the prevailing Party may recover its reasonable and necessary attorneys' fees from the non-prevailing party as and if permitted by Texas law.
- 11.12. **Incorporation of Recitals.** The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of the Parties.
- 11.13. **Waiver.** Waiver by a Party of any breach of this Agreement, or the failure of a Party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such Party's right thereafter to enforce and compel strict compliance.
- 11.14. **Indemnity.** Pursuant to Chapter 771 of the Hays County Development Regulations, once this Development Agreement has been approved and executed, Declarant shall hold harmless the County and its duly appointed agents, employees, against any action for personal injury or property damage sustained by reason of the exercise of the activities in the Development Agreement.
- 11.15. **Force Majeure.** Each Party shall use good faith, due diligence and reasonable care in the performance of its obligations under this Agreement and time shall be of the essence in such performance; however, in the event a Party is unable to timely perform due to force majeure, then the obligations affected by the force majeure shall be temporarily suspended. Within thirty (30) days after the occurrence of a force majeure event, the claiming Party shall give written notice to the other Party, including a detailed description and explanation of the force majeure event and a description of the action that was/will be taken to remedy the force majeure condition and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence, and reasonable care. The claiming party will reasonably endeavor to continue to perform all other duties and obligations under this Agreement not directly affected by the force majeure event.

(SIGNATURE PAGES FOLLOW)

This Development Agreement is hereby EXECUTED in multiple originals.

HAYS COUNTY, TEXAS

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

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

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

Date: \_\_\_\_\_

STATE OF TEXAS §

COUNTY OF HAYS §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_ 2026, by Hays County, a political subdivision of the State of Texas on behalf of said political subdivision.

\_\_\_\_\_

(SEAL)

NOTARY PUBLIC, State of Texas

(SIGNATURES CONTINUE ON THE NEXT PAGE)

DECLARANT

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

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

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

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_ 2026, by Hays County, a political subdivision of the State of Texas on behalf of said political subdivision.

\_\_\_\_\_

(SEAL)

NOTARY PUBLIC, State of \_\_\_\_\_

**EXHIBIT A**

LEGAL DESCRIPTION

**DESCRIPTION** OF A 340.88 ACRE TRACT OF LAND, MORE OR LESS, SITUATED IN THE JOHN G. MCGEHEE SURVEY NO. 6, ABSTRACT NO. 12 AND PHILIP J. ALLEN SURVEY NO. 5, ABSTRACT NO. 1, HAYS COUNTY, TEXAS, BEING A PORTION OF A CALLED 329.707 ACRE TRACT AND ALL OF A CALLED 12.089 ACRE TRACT, BOTH TRACTS RECORDED IN DOCUMENT NO. 21049136, OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS (O.P.R.H.C.TX.) AND CONVEYED TO HAYS COMMONS LAND INVESTMENTS, LP; SAID 340.88 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** AT A CALCULATED POINT (GRID COORDINATES N: 10,022,445.23, E: 3,076,145.91) ON THE SOUTHERN RIGHT-OF-WAY LINE OF OLD BLISS SPILLAR RD. (PUBLIC RIGHT-OF-WAY) FOR THE COMMON CORNER OF SAID 329.707 ACRE TRACT AND A CALLED 1.0119 ACRE TRACT RECORDED IN DOCUMENT NO. 2010-10031895, O.P.R.H.C.TX., FROM WHICH A 1/2-INCH ROD FOUND BEARS SOUTH 04 DEGREES 48 MINUTES 55 SECONDS EAST, DISTANCE OF 3.48 FEET, FOR THE POINT OF BEGINNING OF THIS TRACT;

**THENCE** NORTH 87 DEGREES 26 MINUTES 26 SECONDS EAST, WITH THE COMMON LINE OF SAID 340.88 ACRE TRACT AND THE SOUTHERN RIGHT-OF-WAY LINE OF OLD BLISS SPILLAR RD., A DISTANCE OF 323.77 FEET TO A CALCULATED POINT ON THE APPROXIMATE COUNTY LINE OF HAYS COUNTY;

**THENCE** SOUTH 51 DEGREES 53 MINUTES 14 SECONDS EAST, OVER AND ACROSS SAID 329.707 ACRE TRACT AND WITH THE APPROXIMATE COUNTY LINE OF HAYS COUNTY, A DISTANCE OF 551.08 FEET TO A CALCULATED POINT ON THE CURVING SOUTHWESTERN RIGHT-OF-WAY LINE OF STATE HIGHWAY 45 (VARIABLE WIDTH RIGHT-OF-WAY) AT THE BEGINNING OF A CURVE TO THE LEFT, ALSO BEING ON THE EASTERN LINE OF SAID 329.707 ACRE TRACT;

**THENCE** WITH THE COMMON LINE OF SAID 329.707 ACRE TRACT AND THE RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 45 THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

- 1) WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 3885.86 FEET, AN ARC LENGTH OF 583.56 FEET, A DELTA ANGLE OF 08 DEGREES 36 MINUTES 16 SECONDS AND A CHORD THAT BEARS SOUTH 36 DEGREES 08 MINUTES 00 SECONDS EAST, A DISTANCE OF 583.01 FEET TO A TXDOT BRASS DISC IN CONCRETE FOUND,
- 2) SOUTH 39 DEGREES 12 MINUTES 36 SECONDS EAST, A DISTANCE OF 670.97 FEET TO A TXDOT BRASS DISC IN CONCRETE FOUND AT THE BEGINNING OF A CURVE TO THE RIGHT,
- 3) WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 11421.15 FEET, AN ARC LENGTH OF 414.34 FEET, A DELTA ANGLE OF 02 DEGREES 04 MINUTES 43 SECONDS AND A CHORD THAT BEARS SOUTH 38 DEGREES 10 MINUTES 34 SECONDS EAST, A DISTANCE OF 414.32 FEET TO A TXDOT BRASS DISC IN CONCRETE FOUND,
- 4) SOUTH 37 DEGREES 08 MINUTES 14 SECONDS EAST, A DISTANCE OF 525.85 FEET TO A TXDOT BRASS DISC IN CONCRETE FOUND FOR A COMMON CORNER OF SAID 329.707 ACRE TRACT AND SAID 12.089 ACRE TRACT, AND
- 5) SOUTH 37 DEGREES 06 MINUTES 53 SECONDS EAST, A DISTANCE OF 890.72 FEET TO A CALCULATED POINT AT THE BEGINNING OF A CUTBACK LINE OF SAID STATE HIGHWAY 45;

**THENCE** SOUTH 06 DEGREES 11 MINUTES 40 SECONDS EAST, WITH THE CUTBACK LINE OF SAID STATE HIGHWAY 45, A DISTANCE OF 83.61 FEET TO A CALCULATED POINT ON THE NORTHWESTERN RIGHT-OF-WAY LINE OF F.M. 1626 (VARIABLE WIDTH RIGHT-OF-WAY) FOR THE EASTERMOST CORNER OF SAID 12.089 ACRE TRACT AND THE HEREIN DESCRIBED TRACT;

**THENCE** WITH THE COMMON LINE OF SAID 12.089 ACRE TRACT, SAID 329.707 ACRE TRACT, AND THE RIGHT-OF-WAY LINE OF SAID F.M. 1626 THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

- 1) SOUTH 24 DEGREES 37 MINUTES 29 SECONDS WEST, A DISTANCE OF 79.58 FEET TO A CALCULATED POINT AT THE BEGINNING OF A CURVE TO THE RIGHT,
- 2) WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1830.00 FEET, AN ARC LENGTH OF 855.27 FEET, A DELTA ANGLE OF 26 DEGREES 46 MINUTES 40 SECONDS AND A CHORD THAT BEARS SOUTH 38 DEGREES 15 MINUTES 27 SECONDS WEST, A DISTANCE OF 847.51 FEET TO A CALCULATED POINT FOR A COMMON CORNER OF SAID 329.707 ACRE TRACT AND SAID 12.089 ACRE TRACT,
- 3) CONTINUING WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1830.00 FEET, AN ARC LENGTH OF 569.01 FEET, A DELTA ANGLE OF 17 DEGREES 48 MINUTES 54 SECONDS AND A CHORD THAT BEARS SOUTH 60 DEGREES 33 MINUTES 14 SECONDS WEST, A DISTANCE OF 566.72 FEET TO A TXDOT BRASS DISC IN CONCRETE FOUND,
- 4) SOUTH 69 DEGREES 28 MINUTES 06 SECONDS WEST, A DISTANCE OF 753.96 FEET TO A TXDOT BRASS DISC IN CONCRETE FOUND AT THE BEGINNING OF A CURVE TO LEFT, AND
- 5) WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1990.00 FEET, AN ARC LENGTH OF 397.23 FEET, A DELTA ANGLE OF 11 DEGREES 26 MINUTES 13 SECONDS AND A CHORD THAT BEARS SOUTH 63 DEGREES 45 MINUTES 07 SECONDS WEST, A DISTANCE OF 396.57 FEET TO A CALCULATED POINT AT THE COMMON CORNER OF SAID 329.707 ACRE TRACT AND A CALLED 8.6793 ACRE TRACT, RECORDED IN DOCUMENT NO. 24002524, O.P.R.H.C.TX.;

**THENCE** WITH THE COMMON LINE OF SAID 329.707 ACRE TRACT AND SAID 8.6793 ACRE TRACT THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) NORTH 88 DEGREES 32 MINUTES 30 SECONDS WEST, A DISTANCE OF 159.39 FEET TO A CALCULATED POINT,
- 2) SOUTH 89 DEGREES 06 MINUTES 17 SECONDS WEST, A DISTANCE OF 208.49 FEET TO A 1/2-INCH ROD FOUND, AND
- 3) SOUTH 86 DEGREES 46 MINUTES 04 SECONDS WEST, A DISTANCE OF 223.92 FEET TO A 1/2-INCH ROD FOUND FOR AN ANGLE POINT OF SAID 329.707 ACRE TRACT AND THE COMMON CORNER OF SAID 8.6793 ACRE TRACT AND MCKINNON LOOP (PUBLIC RIGHT-OF-WAY);

**THENCE** WITH THE COMMON LINE OF SAID 329.707 ACRE TRACT AND THE RIGHT-OF-WAY LINE OF SAID MCKINNON LOOP THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) NORTH 89 DEGREES 21 MINUTES 48 SECONDS WEST, A DISTANCE OF 131.39 FEET TO A 1/2-INCH ROD FOUND, AND

- 2) SOUTH 88 DEGREES 26 MINUTES 18 SECONDS WEST, A DISTANCE OF 232.14 FEET TO A 1/2-INCH ROD FOUND FOR AN ANGLE POINT OF SAID 329.707 ACRE TRACT AND THE COMMON CORNER OF MCKINNON LOOP AND LOT 9, BLOCK ONE, SECTION ONE, OF THE COUNTRY ESTATES SUBDIVISION, RECORDED IN VOLUME 181, PAGE 461, PLAT RECORDS OF HAYS COUNTY, TEXAS (P.R.H.C.TX.)

**THENCE** WITH THE COMMON LINE OF SAID 329.707 ACRE TRACT AND SECTION ONE OF SAID COUNTRY ESTATES SUBDIVISION THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

- 1) SOUTH 87 DEGREES 54 MINUTES 37 SECONDS WEST, A DISTANCE OF 216.56 FEET TO A 1/2-INCH ROD FOUND,
- 2) SOUTH 88 DEGREES 25 MINUTES 17 SECONDS WEST, A DISTANCE OF 195.02 FEET TO A 1/2-INCH ROD (BENT) FOUND,
- 3) SOUTH 87 DEGREES 27 MINUTES 01 SECONDS WEST, A DISTANCE OF 194.96 FEET TO A 1/2-INCH ROD FOUND,
- 4) SOUTH 88 DEGREES 25 MINUTES 47 SECONDS WEST, A DISTANCE OF 194.94 FEET TO A 60D NAIL (BENT) FOUND,
- 5) SOUTH 87 DEGREES 55 MINUTES 32 SECONDS WEST, A DISTANCE OF 195.19 FEET TO A 1/2-INCH ROD FOUND,
- 6) SOUTH 87 DEGREES 18 MINUTES 12 SECONDS WEST, A DISTANCE OF 194.91 FEET TO A 1/2-INCH ROD (BENT) FOUND, AND
- 7) SOUTH 88 DEGREES 04 MINUTES 47 SECONDS WEST, A DISTANCE OF 194.46 FEET TO A 1/2-INCH ROD (BENT) FOUND AT THE COMMON CORNER OF LOT 3, BLOCK ONE, SECTION ONE OF SAID COUNTRY ESTATES SUBDIVISION AND LOT 2A, SECTION 2, OF THE COUNTRY ESTATES SUBDIVISION, RECORDED IN VOLUME 189, PAGE 457, P.R.H.C.TX., FROM WHICH A 1/2-INCH ROD FOUND BEARS SOUTH 87 DEGREES 28 MINUTES 04 SECONDS WEST, A DISTANCE OF 75.73 FEET;

**THENCE** WITH THE COMMON LINE OF SAID 329.707 ACRE TRACT AND SECTION TWO OF SAID COUNTRY ESTATES SUBDIVISION THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) SOUTH 87 DEGREES 37 MINUTES 08 SECONDS WEST, A DISTANCE OF 610.41 FEET TO A 1/2-INCH ROD FOUND FOR THE NORTHWEST CORNER OF LOT 1, BLOCK 7, SECTION TWO OF SAID COUNTRY ESTATES SUBDIVISION,
- 2) SOUTH 04 DEGREES 44 MINUTES 06 SECONDS WEST, A DISTANCE OF 279.85 FEET TO A 1/2-INCH ROD FOUND FOR THE NORTHWEST CORNER OF LOT 1, BLOCK 6, SECTION TWO OF SAID COUNTRY ESTATES SUBDIVISION, AND
- 3) SOUTH 04 DEGREES 25 MINUTES 58 SECONDS WEST, A DISTANCE OF 329.09 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "CHAPARRAL BOUNDARY" FOUND FOR A COMMON CORNER OF SAID 329.707 ACRE TRACT AND LOT 15, BLOCK C, HAYS COUNTY OAKS SUBDIVISION, RECORDED IN VOLUME 1, PAGE 384, P.R.H.C.TX., FROM WHICH A PIPE FOUND BEARS SOUTH 88 DEGREES 12 MINUTES 20 SECONDS WEST, A DISTANCE OF 150.23 FEET;

**THENCE** WITH THE COMMON LINE OF SAID 329.707 ACRE TRACT, SAID LOT 15, LOTS B AND C, RESUBDIVISION OF LOT 16, BLOCK C, HAYS COUNTY OAKS SUBDIVISION, RECORDED IN VOLUME 4, PAGE 99, P.R.H.C.TX., AND LOT 17B, REPLAT OF LOT 17, BLOCK C, HAYS COUNTY OAKS SUBDIVISION, RECORDED IN VOLUME 7, PAGE 279, P.R.H.C.TX. THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) SOUTH 88 DEGREES 08 MINUTES 05 SECONDS WEST, A DISTANCE OF 475.10 FEET TO A SPINDLE FOUND, AND
- 2) SOUTH 87 DEGREES 29 MINUTES 05 SECONDS WEST, A DISTANCE OF 721.22 FEET TO A 1/2-INCH ROD (BENT) FOUND FOR THE NORTHWEST CORNER OF SAID LOT 17B AND AN ANGLE POINT IN THE EASTERN LINE OF LOT 18, BLOCK C OF SAID HAYS COUNTY OAKS SUBDIVISION, FOR THE SOUTHERNMOST SOUTHWESTERN CORNER OF SAID 329.707 ACRE TRACT AND THE HEREIN DESCRIBED TRACT;

**THENCE** WITH THE COMMON LINE OF SAID 329.707 ACRE TRACT, LOTS 18-19, BLOCK C OF SAID HAYS COUNTY OAKS SUBDIVISION, A CALLED 18.85 ACRE TRACT, RECORDED IN DOCUMENT NO. 2503319, O.P.R.H.C.TX., AND A CALLED 11.01 ACRE TRACT, RECORDED IN VOLUME 4997, PAGE 346, O.P.R.H.C.TX. THE FOLLOWING TWENTY-ONE (21) COURSES AND DISTANCES:

- 1) NORTH 02 DEGREES 18 MINUTES 50 SECONDS WEST, A DISTANCE OF 766.82 FEET TO A NAIL IN ROCK FOUND,
- 2) NORTH 81 DEGREES 54 MINUTES 36 SECONDS WEST, A DISTANCE OF 150.12 FEET TO A NAIL FOUND,
- 3) NORTH 30 DEGREES 23 MINUTES 31 SECONDS EAST, A DISTANCE OF 274.06 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "CHAPARRAL BOUNDARY" FOUND,
- 4) NORTH 59 DEGREES 35 MINUTES 44 SECONDS WEST, A DISTANCE OF 115.78 FEET TO A SPINDLE IN CONCRETE FOUND,
- 5) NORTH 30 DEGREES 22 MINUTES 48 SECONDS EAST, A DISTANCE OF 233.53 FEET TO A 1/2-INCH ROD FOUND,
- 6) NORTH 62 DEGREES 28 MINUTES 30 SECONDS WEST, A DISTANCE OF 86.36 FEET TO A 1/2-INCH ROD (BENT) FOUND,
- 7) SOUTH 87 DEGREES 52 MINUTES 08 SECONDS WEST, A DISTANCE OF 151.24 FEET TO A MAGNAIL IN CONCRETE FOUND,
- 8) NORTH 06 DEGREES 56 MINUTES 40 SECONDS EAST, A DISTANCE OF 499.29 FEET TO A 1/2-INCH ROD FOUND,
- 9) NORTH 62 DEGREES 02 MINUTES 42 SECONDS WEST, A DISTANCE OF 179.66 FEET TO A CALCUALTED POINT,
- 10) NORTH 64 DEGREES 27 MINUTES 53 SECONDS EAST, A DISTANCE OF 179.92 FEET TO A MAGNAIL WITH A WASHER STAMPED "CHAPARRAL BOUNDARY" FOUND,
- 11) NORTH 36 DEGREES 06 MINUTES 35 SECONDS WEST, A DISTANCE OF 309.67 FEET TO A 1/2-INCH ROD FOUND,
- 12) NORTH 53 DEGREES 36 MINUTES 17 SECONDS EAST, A DISTANCE OF 99.96 FEET TO A 1/2-INCH IRON ROD FOUND AT THE BEGINNING OF A CURVE TO THE LEFT,
- 13) WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 400.00 FEET, AN ARC LENGTH OF 80.19 FEET, A DELTA ANGLE OF 11 DEGREES 29 MINUTES 08 SECONDS AND A CHORD THAT BEARS NORTH 48 DEGREES 06 MINUTES 43 SECONDS EAST, A DISTANCE OF 80.05 FEET TO A CALCULATED POINT,
- 14) NORTH 36 DEGREES 17 MINUTES 16 SECONDS WEST, A DISTANCE OF 170.62 FEET TO CALCULATED POINT,
- 15) NORTH 01 DEGREES 13 MINUTES 39 SECONDS WEST, A DISTANCE OF 299.68 FEET TO A 1/2-INCH ROD FOUND,

- 16) SOUTH 88 DEGREES 42 MINUTES 41 SECONDS WEST, A DISTANCE OF 262.38 FEET TO A 1/2-INCH ROD FOUND,
- 17) NORTH 01 DEGREES 23 MINUTES 41 SECONDS WEST, A DISTANCE OF 182.69 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "CHAPARRAL BOUNDARY" FOUND,
- 18) NORTH 00 DEGREES 19 MINUTES 21 SECONDS WEST, A DISTANCE OF 17.58 FEET TO A 1/2-INCH ROD FOUND,
- 19) SOUTH 89 DEGREES 21 MINUTES 01 SECONDS WEST, A DISTANCE OF 22.40 FEET TO A 1/2-INCH ROD FOUND, FROM WHICH A (BENT) PIPE FOUND BEARS SOUTH 86 DEGREES 49 MINUTES 26 SECONDS WEST, A DISTANCE OF 0.88 FEET,
- 20) NORTH 31 DEGREES 09 MINUTES 56 SECONDS WEST, A DISTANCE OF 115.36 FEET TO A PIPE (BENT) FOUND, FROM WHICH A 60D NAIL FOUND BEARS SOUTH 56 DEGREES 38 MINUTES 01 SECONDS EAST, A DISTANCE OF 0.20 FEET, AND
- 21) NORTH 87 DEGREES 17 MINUTES 18 SECONDS WEST, A DISTANCE OF 310.57 FEET TO A 3/4-INCH PIPE FOUND ON THE SOUTH LINE OF CARPENTER LANE, FOR THE COMMON CORNER OF SAID 329.707 ACRE TRACT AND SAID 11.01 ACRE TRACT, ALSO BEING THE WESTERNMOST CORNER OF SAID 329.707 ACRE TRACT AND THE HEREIN DESCRIBED TRACT;

**THENCE** NORTH 53 DEGREES 20 MINUTES 12 SECONDS EAST, WITH THE COMMON LINE OF SAID 329.707 ACRE TRACT AND SAID CARPENTER LANE, A DISTANCE OF 381.06 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "CHAPARRAL BOUNDARY" FOUND FOR THE COMMON CORNER OF SAID 329.707 ACRE TRACT AND A CALLED 30.00 ACRE TRACT, RECORDED IN VOLUME 2113, PAGE 833, O.P.R.H.C.TX., ALSO BEING THE NORTHERNMOST NORTHWESTERN CORNER OF SAID 329.707 ACRE TRACT AND THE HEREIN DESCRIBED TRACT;

**THENCE** WITH THE COMMON LINE OF SAID 329.707 ACRE TRACT, SAID 30.00 ACRE TRACT, A CALLED 3.434 ACRE TRACT, RECORDED IN VOLUME 3323, PAGE 753, O.P.R.H.C.TX., AND A CALLED 160.00 ACRE TRACT, RECORDED IN VOLUME 1881, PAGE 493, O.P.R.H.C.TX. THE FOLLOWING THIRTY-SEVEN (37) COURSES AND DISTANCES:

- 1) SOUTH 08 DEGREES 25 MINUTES 34 SECONDS WEST, A DISTANCE OF 35.06 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "CHAPARRAL BOUNDARY" FOUND,
- 2) SOUTH 37 DEGREES 14 MINUTES 46 SECONDS EAST, A DISTANCE OF 162.73 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "CHAPARRAL BOUNDARY" FOUND AT THE BEGINNING OF A CURVE TO THE LEFT,
- 3) WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1000.00 FEET, AN ARC LENGTH OF 241.49 FEET, A DELTA ANGLE OF 13 DEGREES 50 MINUTES 12 SECONDS AND A CHORD THAT BEARS SOUTH 44 DEGREES 18 MINUTES 13 SECONDS EAST, A DISTANCE OF 240.91 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "CHAPARRAL BOUNDARY" FOUND,
- 4) CONTINUING WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1000.00 FEET, AN ARC LENGTH OF 22.27 FEET, A DELTA ANGLE OF 01 DEGREES 16 MINUTES 34 SECONDS AND A CHORD THAT BEARS SOUTH 52 DEGREES 02 MINUTES 29 SECONDS EAST, A DISTANCE OF 22.27 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "CHAPARRAL BOUNDARY" FOUND,
- 5) CONTINUING WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1000.00 FEET, AN ARC LENGTH OF 107.08 FEET, A DELTA ANGLE OF 06 DEGREES 08 MINUTES 06 SECONDS AND A CHORD THAT BEARS SOUTH 55 DEGREES 13 MINUTES 25 SECONDS EAST, A DISTANCE OF 107.03 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "CHAPARRAL BOUNDARY" FOUND,

- 6) SOUTH 57 DEGREES 52 MINUTES 34 SECONDS EAST, A DISTANCE OF 84.01 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "CHAPARRAL BOUNDARY" FOUND,
- 7) NORTH 87 DEGREES 55 MINUTES 54 SECONDS EAST, A DISTANCE OF 658.83 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "CHAPARRAL BOUNDARY" FOUND,
- 8) NORTH 45 DEGREES 09 MINUTES 50 SECONDS EAST, A DISTANCE OF 169.12 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "CHAPARRAL BOUNDARY" FOUND,
- 9) NORTH 87 DEGREES 43 MINUTES 25 SECONDS EAST, A DISTANCE OF 248.43 FEET TO A 1/2-INCH ROD FOUND,
- 10) SOUTH 67 DEGREES 51 MINUTES 22 SECONDS EAST, A DISTANCE OF 135.67 FEET TO A CALCULATED POINT,
- 11) SOUTH 75 DEGREES 04 MINUTES 22 SECONDS EAST, A DISTANCE OF 281.28 FEET TO A 1/2-INCH ROD (BENT) FOUND,
- 12) SOUTH 48 DEGREES 18 MINUTES 57 SECONDS EAST, A DISTANCE OF 3.95 FEET TO A 1/2-INCH ROD,
- 13) SOUTH 04 DEGREES 03 MINUTES 57 SECONDS EAST, A DISTANCE OF 75.40 FEET TO A 1/2-INCH ROD (BENT) FOUND,
- 14) SOUTH 17 DEGREES 55 MINUTES 44 SECONDS EAST, A DISTANCE OF 280.12 FEET TO A 1/2-INCH ROD (BENT) FOUND,
- 15) SOUTH 12 DEGREES 37 MINUTES 17 SECONDS EAST, A DISTANCE OF 79.67 FEET TO A 1/2-INCH ROD FOUND,
- 16) SOUTH 05 DEGREES 11 MINUTES 18 SECONDS WEST, A DISTANCE OF 33.84 FEET TO A 1/2-INCH ROD FOUND,
- 17) SOUTH 03 DEGREES 28 MINUTES 37 SECONDS EAST, A DISTANCE OF 149.84 FEET TO A 1/2-INCH ROD FOUND,
- 18) SOUTH 03 DEGREES 32 MINUTES 37 SECONDS EAST, A DISTANCE OF 159.89 FEET TO A 1/2-INCH ROD FOUND,
- 19) SOUTH 00 DEGREES 46 MINUTES 31 SECONDS EAST, A DISTANCE OF 145.51 FEET TO A 1/2-INCH ROD FOUND,
- 20) SOUTH 08 DEGREES 02 MINUTES 09 SECONDS EAST, A DISTANCE OF 99.75 FEET TO A CALCULATED POINT,
- 21) SOUTH 21 DEGREES 09 MINUTES 57 SECONDS EAST, A DISTANCE OF 7.87 FEET TO A 1/2-INCH ROD FOUND,
- 22) SOUTH 12 DEGREES 24 MINUTES 39 SECONDS WEST, A DISTANCE OF 31.32 FEET TO A NAIL IN ROCK FOUND,
- 23) SOUTH 09 DEGREES 48 MINUTES 28 SECONDS WEST, A DISTANCE OF 16.99 FEET TO A NAIL IN A 17-INCH CEDAR TREE FOUND,
- 24) NORTH 88 DEGREES 04 MINUTES 54 SECONDS EAST, A DISTANCE OF 212.23 FEET TO A 1/2-INCH ROD FOUND,
- 25) NORTH 88 DEGREES 59 MINUTES 56 SECONDS EAST, A DISTANCE OF 100.11 FEET TO A 1/2-INCH ROD FOUND,
- 26) SOUTH 77 DEGREES 39 MINUTES 30 SECONDS EAST, A DISTANCE OF 41.13 FEET TO A 1/2-INCH ROD WITH CAP STAMPED "CHAPARRAL BOUNDARY" FOUND,
- 27) SOUTH 65 DEGREES 34 MINUTES 09 SECONDS EAST, A DISTANCE OF 64.40 FEET TO A 1/2-INCH ROD FOUND,
- 28) NORTH 78 DEGREES 03 MINUTES 12 SECONDS EAST, A DISTANCE OF 62.24 FEET TO A SPINDLE FOUND,

- 29) NORTH 84 DEGREES 50 MINUTES 19 SECONDS EAST, A DISTANCE OF 46.64 FEET TO A 1/2-INCH ROD IN TREE ROOT FOUND,
- 30) NORTH 77 DEGREES 21 MINUTES 55 SECONDS EAST, A DISTANCE OF 130.79 FEET TO A 1/2-INCH ROD (BENT) FOUND,
- 31) SOUTH 87 DEGREES 56 MINUTES 34 SECONDS EAST, A DISTANCE OF 169.64 FEET TO A 1/2-INCH ROD FOUND,
- 32) NORTH 87 DEGREES 01 MINUTES 46 SECONDS EAST, A DISTANCE OF 841.77 FEET TO A 1/2-INCH ROD FOUND,
- 33) NORTH 87 DEGREES 24 MINUTES 08 SECONDS EAST, A DISTANCE OF 108.30 FEET TO A CALCULATED POINT,
- 34) NORTH 86 DEGREES 04 MINUTES 36 SECONDS EAST, A DISTANCE OF 230.29 FEET TO A 1/2-ROD FOUND,
- 35) NORTH 83 DEGREES 31 MINUTES 30 SECONDS EAST, A DISTANCE OF 36.91 FEET TO A CALCULATED POINT,
- 36) NORTH 87 DEGREES 37 MINUTES 32 SECONDS EAST, A DISTANCE OF 62.64 FEET TO A CALCULATED POINT, AND
- 37) NORTH 01 DEGREES 46 MINUTES 59 SECONDS WEST, A DISTANCE OF 1910.77 FEET TO A 3/8-INCH ROD FOUND FOR A COMMON CORNER OF SAID 329.707 ACRE TRACT AND A CALLED 3.0352 ACRE TRACT, RECORDED IN DOCUMENT NO. 10031895, O.P.R.H.C.TX.;

**THENCE** WITH THE COMMON LINE OF SAID 329.707 ACRE TRACT, SAID 3.0352 ACRE TRACT, A CALLED 1.012 ACRE TRACT, RECORDED IN VOLUME 3252, PAGE 331, O.P.R.H.C.TX., A CALLED 4.0476 ACRE TRACT, RECORDED IN DOCUMENT NO. 10032219, O.P.R.H.C.TX., AND SAID 1.012 ACRE TRACT THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

- 1) NORTH 87 DEGREES 03 MINUTES 15 SECONDS EAST, A DISTANCE OF 358.23 FEET TO A CALCULATED POINT,
- 2) NORTH 01 DEGREES 50 MINUTES 07 SECONDS WEST, A DISTANCE OF 244.89 FEET TO A 1/2-INCH ROD FOUND,
- 3) NORTH 01 DEGREES 48 MINUTES 15 SECONDS WEST, A DISTANCE OF 244.38 FEET TO A 1/2-INCH ROD FOUND,
- 4) NORTH 01 DEGREES 51 MINUTES 03 SECONDS WEST, A DISTANCE OF 489.26 FEET TO A 1/2-INCH ROD FOUND, AND
- 5) NORTH 01 DEGREES 50 MINUTES 16 SECONDS WEST, A DISTANCE OF 247.07 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 340.88 ACRES OF LAND, MORE OR LESS.

Bearing Basis: All bearings based on the Texas State Plane coordinate system, grid north, central zone (4203), NAD83. All distances were adjusted to surface using a combined scale factor of 1.000033181100949. U.S. Survey Feet.



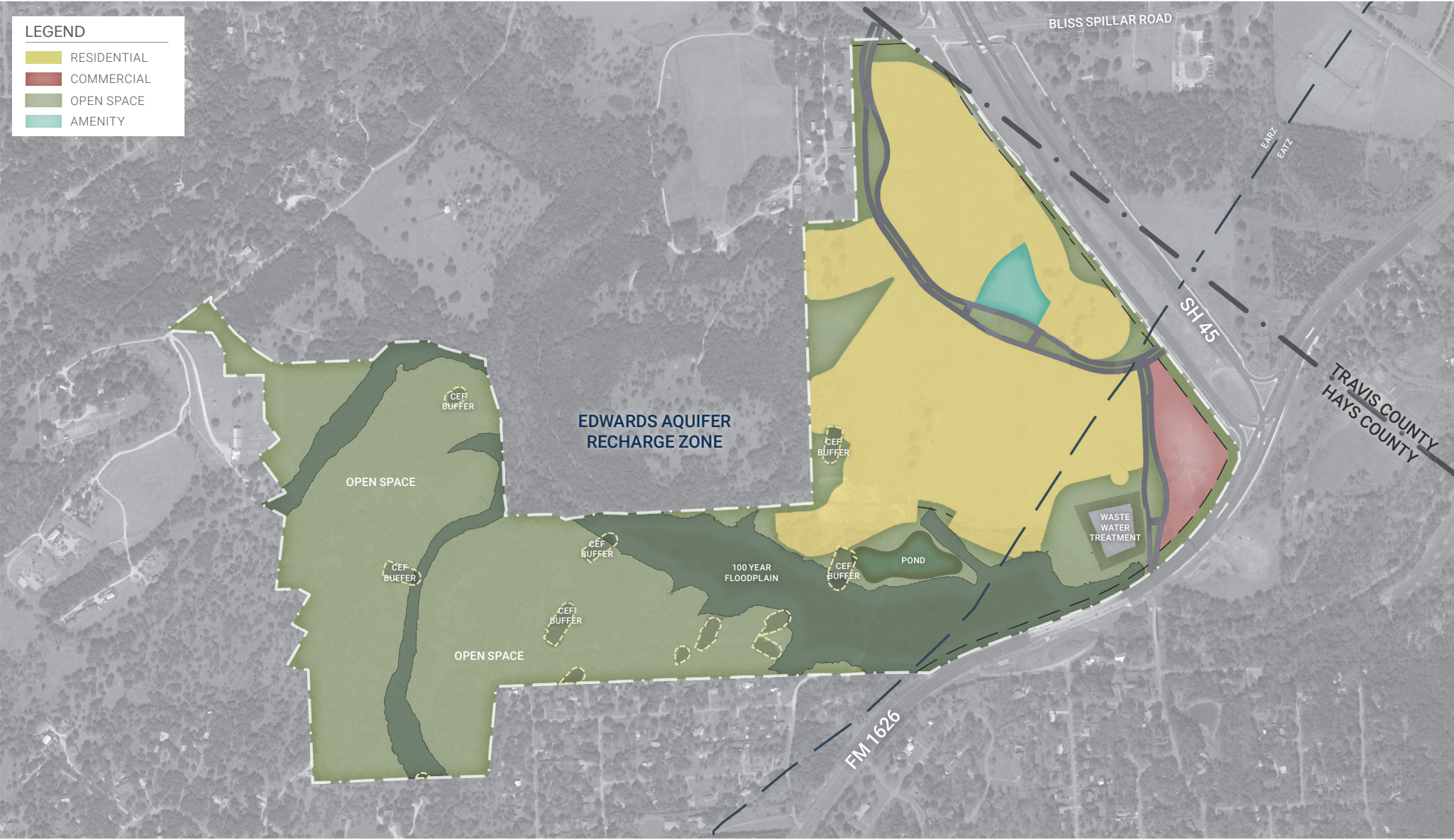
Robert J. Gertson  
Registered Professional Land Surveyor No. 6367  
LJA Surveying, Inc.  
7500 Rialto Blvd, Building II, Suite 100  
Austin, Texas 78735  
TBPLS No. 10194382

Date: 03/27/2026

**EXHIBIT B**  
CONCEPT PLAN

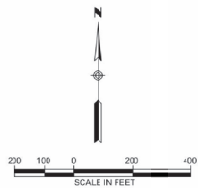
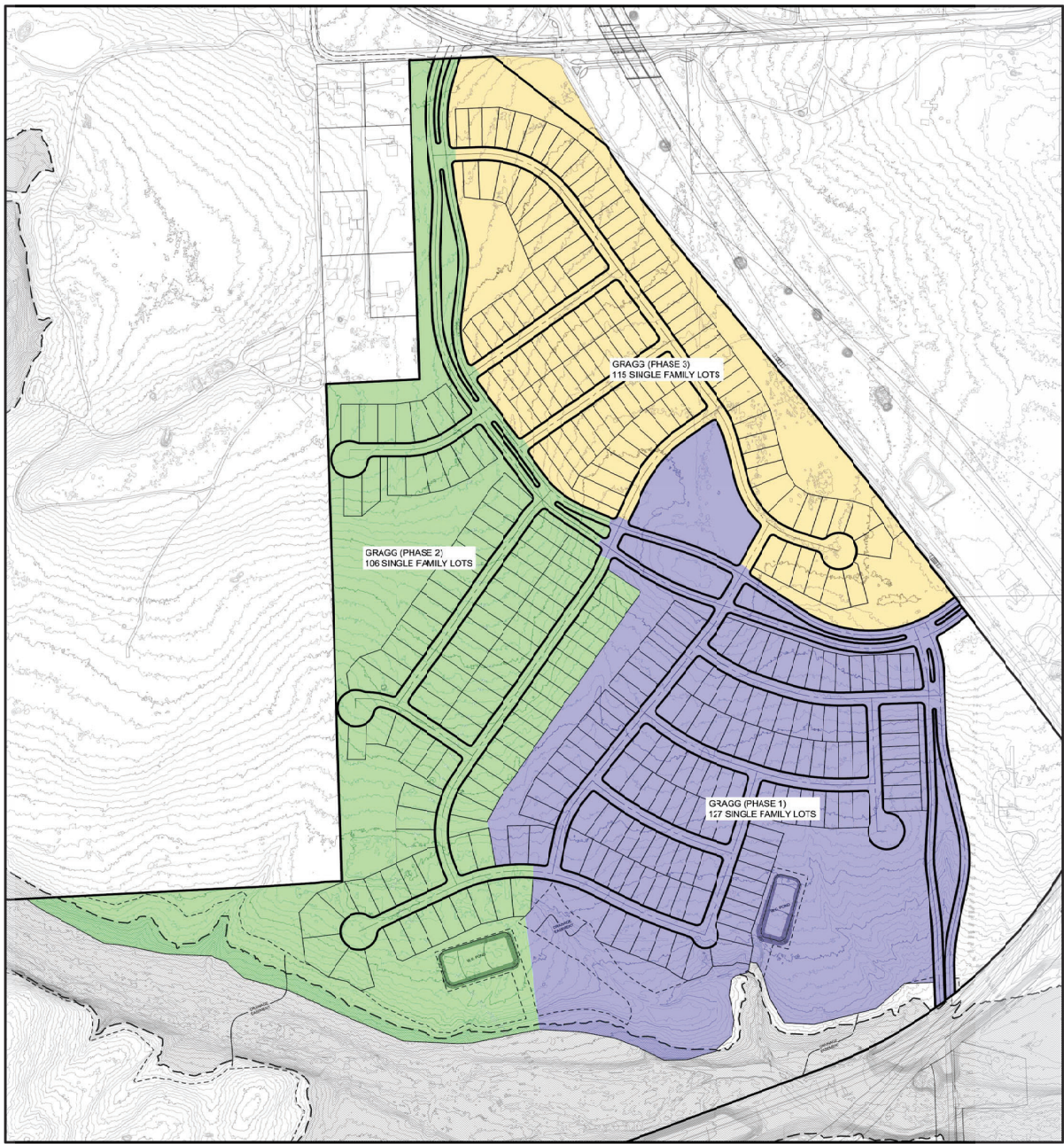
LEGEND

- RESIDENTIAL
- COMMERCIAL
- OPEN SPACE
- AMENITY



**EXHIBIT C**  
PHASING PLAN

1. All rights reserved. No part of this document may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of LJA Engineering, Inc.



**HAYS COMMONS  
PRELIMINARY PLAT  
PHASING PLAN**

DATE	DESCRIPTION	NO.	REVISIONS	DESCRIPTION	BY	DATE

DATE: \_\_\_\_\_  
 DESIGNED BY: \_\_\_\_\_  
 APPROVED BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_  
 DRAWING NAME: \_\_\_\_\_

THIS DOCUMENT IS NOT VALID FOR CONSTRUCTION UNLESS IT IS APPROVED BY THE APPROPRIATE AGENCIES AND THE APPLICANT HAS OBTAINED ALL NECESSARY PERMITS. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

**LJA Engineering, Inc.**  
 10000 Southwest Building II  
 Suite 100  
 Austin, Texas 78735  
 Phone: 512.538.4100  
 Fax: 512.538.4100  
 E-mail: info@lja.com  
 FEN - F.1396

JOB NUMBER:  
A412

SHEET NO.

**1**  
OF 1 SHEETS

## **EXHIBIT D**

### **DEVELOPMENT VARIANCES**

Citation and quotation of Hays County or other rule:

- Chapter 705, Subchapter 5.05, Lot Size Requirements

Variance requested:

- Allow for a minimum lot size less than 0.75 acres for lots served by a public groundwater system and public wastewater system within the Edwards Aquifer Recharge Zone.

Justification for said variance:

- The overall density of the Project will not exceed 0.75 acres per lot; the proposed Concept Plan consists of 346 single family lots on 340.88 acres which equates to an average density of 1 unit per 1.015 acres.

Citation and quotation of Hays County or other rule:

- Chapter 721 Specifications for Paving and Drainage Improvements

Variance requested:

- Road standards reviewed and approved by staff with Project PLN-2894-PRE (Hays Commons, Preliminary Plan) are approved as represented.