

WILLIAMSON COUNTY
LICENSE AGREEMENT

WILLIAMSON COUNTY MUD NO. 25

WILLIAMSON COUNTY, a political subdivision of the State of Texas (the "County"), **Water Oak at San Gabriel Homeowners Association, Inc.**, a Texas non-profit corporation (the "Association" or "Licensee"), and **WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 25**, a political subdivision of the State of Texas (the "District"), enter into this **LICENSE AGREEMENT** (this "Agreement") upon the terms and conditions set forth below.

I.

PURPOSE AND GRANT OF LICENSE AGREEMENT

Licensee has requested permission from County to install and maintain additions, including, but not limited to landscaping, lighting, fencing, signage, sidewalks, and irrigation (collectively referred to herein as the "Licensee's Improvements"), in portions of the County's right-of-way. The County grants to Licensee permission to install and maintain Licensee's Improvements in the areas of the County's right-of-way described in the attached **Exhibit "A"** (the "Licensed Property").

The County makes this grant solely to the extent of its right, title, and interest in the Licensed Property, without any express or implied warranties.

Licensee agrees that all construction and maintenance permitted by this Agreement will be done in compliance with the terms and conditions of this Agreement and all applicable County, State, and/or Federal police, traffic, building, health, and safety ordinances, laws, and regulations existing at the time said construction and maintenance is performed.

II.

ANNUAL FEE

The County, its governing body, and its respective successors and assigns agree that no annual fee will be assessed for the license and permission herein granted to Licensee. Licensee agrees that the County's permission and grant of a license hereunder and Licensee's ability to construct and obligation to thereafter maintain Licensee's Improvements on the Licensed Property serve as consideration to support this Agreement.

III.

COUNTY'S RIGHTS TO LICENSED PROPERTY

This Agreement is expressly subject and subordinate to the present and future rights of the County, its successors, assigns, lessees, grantees and licensees, to construct, install, establish, maintain, use, operate, and renew any public utilities facilities, franchised public utilities, roadways, or streets on, beneath, or above the surface of the Licensed Property.

Nothing in this Agreement will be construed to limit, in any way, the power of the County to widen, alter, or improve the Licensed Property pursuant to official action by the governing body of the County or its successors. The County does, however, agree to give Licensee at least thirty (30) days' written notice of such action and will cooperate with Licensee to effect the relocation and/or removal of Licensee's Improvements, at Licensee's sole cost, in the event of such widening, altering, or improvement of the Licensed Property, and further, to cooperate

with Licensee wherever possible, to effect such widening, altering, or improving of the Licensed Property so that Licensee's Improvements and operations on the Licensed Property will not be materially affected thereby.

Notwithstanding any provision in this Agreement to the contrary, the County retains the right to enter upon the Licensed Property at any time without notice to Licensee, assuming no obligation to Licensee, and remove, without liability to County, any of the Licensee's Improvements whenever such removal is deemed necessary for: (a) exercising the County's rights or duties with respect to the Licensed Property; (b) protecting persons or property; or (c) protecting the public health or safety with respect to the Licensed Property.

IV. INSURANCE

Licensee will, at its sole expense, obtain and maintain during the term of this Agreement a commercial general liability insurance policy, written by a company acceptable to the County and licensed to do business in Texas, with a combined single limit of not less than Five Hundred Thousand and No/100 Dollars (\$500,000.00), which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage must specifically name the County as an additional insured and cover all perils arising from the activities of Licensee, its officers, directors, employees, agents, or contractors relative to this Agreement. Licensee will be responsible for any deductibles stated in the policy. A true copy of each instrument affecting such coverage must be delivered to the County on or before the Effective Date defined on the initial signature page hereto.

So long as Licensee is using the Licensed Property, Licensee will not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates must include a clause to the effect that the policy will not be canceled, reduced, restricted, or otherwise limited until thirty (30) days after the County has received written notice as evidenced by a return receipt of registered or certified mail.

V. INDEMNIFICATION

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND WILL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF THE COUNTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF LICENSEE, , WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE LICENSED PROPERTY IN CONNECTION WITH LICENSEE'S IMPROVEMENTS. TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE COMPARATIVE OR CONCURRENT NEGLIGENCE OR THE STRICT LIABILITY OF ANY INDEMNITEE. THIS INDEMNIFICATION WILL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE INDEMNITEES FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS

AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF LICENSEE OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN PART BY AN INDEMNITEE HEREUNDER.

VI. CONDITIONS

A. Licensee's Responsibilities. Licensee will be responsible for any damage to and/or for the relocation of Licensee's Improvements on the Licensed Property. Further, Licensee will reimburse the County for all reasonable costs of replacing or repairing any property of the County or of others which is damaged or destroyed as a result of activities authorized under this Agreement by, or on behalf of, Licensee.

B. Maintenance. Licensee will maintain the Licensed Property and Licensee's Improvements by keeping the area free of debris and litter. Removal of dead or dying plants will also be handled by Licensee at its expense, as required by the County. Such removal of dead or dying plants must be completed within thirty (30) days following receipt of a written request by the County to do so. If Licensee abandons or fails to maintain the Licensed Property, and the County receives no substantive response within thirty (30) days following written notification to Licensee, then the County may remove and/or replace all of Licensee's Improvements.

C. Removal or Modification. Licensee agrees that removal or modification of any improvements now existing or to be later replaced on the Licensed Property will be at Licensee's sole expense. Said removal or modification will be at Licensee's sole discretion, except where otherwise provided by this Agreement.

D. Default. In the event that Licensee fails to maintain the Licensed Property or otherwise comply with the terms or conditions as set forth herein, then the County will give Licensee written notice thereof, by registered or certified mail, return receipt requested, to the addresses set forth below. Licensee will have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of and, if Licensee does not remedy the same to the County's complete satisfaction within the 30-day period, the County may, in addition to other remedies available herein or by law to County, (1) perform the work, (2) contract for the completion of the work, or (3) terminate this Agreement. Licensee agrees to pay, within thirty (30) days of written demand by the County, all reasonable costs and expenses incurred by the County in completing the work or contracting for the work to be completed.

VII. COMMENCEMENT: TERMINATION BY ABANDONMENT

This Agreement will begin on the Effective Date set forth above the signature of the parties herein below, and continue thereafter for so long as the Licensed Property is used for the purposes set forth herein or until this Agreement is terminated according to the terms hereof. If Licensee abandons the use of all or any part of the Licensed Property for such purposes set forth in this Agreement, then this Agreement, as to such portion or portions abandoned, will expire and terminate following thirty (30) days' written notice to Licensee. If such abandonment has not been remedied by Licensee within such period, the County will thereafter have the same complete title to the Licensed Property so abandoned as though this Agreement had never been made and will have the right to enter on the Licensed Property so abandoned and terminate the rights of Licensee, its successors and assigns hereunder, with respect to the abandoned Licensed Property. All installations of Licensee's Improvements on Licensed Property abandoned by

Licensee that are not removed prior to the County's termination of the license as to such Licensed Property will be deemed the property of the County as of the effective date of the County's termination.

VIII. TERMINATION

A. Termination by Licensee. This Agreement may be terminated by Licensee as to all or any portion of the Licensed Property by delivering written notice of termination to the County not later than thirty (30) days before the effective date of termination. If Licensee so terminates, then Licensee will, within the 30-day notice period, remove from the portion of the Licensed Property as to which this Agreement is being terminated, installations of Licensee's Improvements. Any of Licensee's Improvements within the portion of the Licensed Property as to which this Agreement is being terminated that are not removed within said period will become the property of the County. Licensee hereby agrees and acknowledges that Licensee will be liable to the County for any damages caused to the Licensed Property by the removal of Licensee's Improvements.

B. Termination by County. This Agreement may be revoked and terminated in whole or in part at any time by resolution of the Williamson County Commissioners Court if such revocation and termination is reasonably required by the public interest (as hereinafter set forth), after providing thirty (30) days' written notice to the Licensee.

Subject to prior written notification to Licensee or its successors-in-interest, this Agreement is revocable by the County and deemed to be required by the public interest if:

1. the Licensee's Improvements, or a portion of them, interfere with the County's right-of-way;
2. use of the Licensed Property becomes necessary for a public purpose;
3. the Licensee's Improvements, or a portion of them, constitute a danger to the public which the County deems, in its sole discretion, not to be remediable by alteration or maintenance of such improvements;
4. despite thirty (30) days' written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
5. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to, any insurance requirements specified herein.

IX. DISTRICT AS LICENSEE

Notwithstanding any contrary provision herein, in the event that the Association ceases to exist or fails to comply with the terms, conditions, and obligations of this Agreement, the County will provide written notice to the District of the Association's nonexistence or noncompliance with this Agreement. Upon the receipt of such notice, the District will automatically assume the rights and obligations of the "Licensee" pursuant to this Agreement. Within thirty (30) days after the District's receipt of such notice, the District will remedy the Association's default and secure the insurance required pursuant to Article IV above or notify the County that the District desires to terminate this Agreement effective as of the end of such

30-day period.

X.
MISCELLANEOUS PROVISIONS

A. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement will lie exclusively in Williamson County, Texas. Furthermore, this Agreement will be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

B. Severability. If any provision of this Agreement are held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties will be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

C. Covenant Running With Land; Waiver of Default. This Agreement and all of the covenants herein will run with the land; therefore, the conditions set forth herein will inure to and bind each party's successors and assigns. Any party may waive any default of another at any time, without affecting or impairing any right arising from any subsequent or other default.

D. Assignment. Licensee will not assign, sublet, or transfer its interest in this Agreement without the written consent of the County, which consent will not be unreasonably withheld. In the event that the County agrees to Licensee's assignment of its interest in this Agreement and subject to the assignee's compliance with the insurance requirements set forth herein, Licensee will furnish to the County a copy of any such assignment or transfer of any of Licensee's rights in this Agreement, including the name, date, address, and contact person.

E. Notices. All notices, demands, and requests for delivery of documents or information hereunder must be in writing and will be deemed to have been properly delivered and received as of the time of delivery if personally delivered, as of the time deposited in the mail system if sent by United States certified mail, return receipt requested, and postage prepaid, or as of the time of delivery to Federal Express (or comparable express delivery system) if sent by such method with all costs prepaid. All notices, demands, and requests hereunder will be addressed as follows or to such other addresses which a party may so designate by sending notice as aforesaid:

To the Association at:

Water Oak at San Gabriel Homeowners Association, Inc.
1175 W. Bitters Rd., Suite 100
San Antonio, TX 78216

To the County at:
Williamson County Judge
Dan A. Gattis (or successor)
710 Main Street, Ste. 101
Georgetown, Texas 78626

with a copy to:

Williamson County Engineer
Joe England, P.E. (or successor)
3151 S. E. Inner Loop, Suite B
Georgetown, Texas 78626

Additionally, the County and the Association agree to copy the District and ABG Water Oak Partners, Ltd. (the "Developer") on all notices, demands, and requests hereunder at the following addresses or to such other addresses that the District or the Developer, as applicable, may designate by sending notice as aforesaid:

To the District at:

Williamson County MUD 25
c/o Allen Boone Humphries Robinson LLP
1108 Lavaca Street
Suite 510
Austin TX 78701

To the Developer at:

ABG Water Oak Partners, Ltd.
A. Bradford Galo
1175 W. Bitters Rd., Suite 100
San Antonio, TX 78216

F. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or will be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

G. Compliance with Laws. Each party to this Agreement will comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement

H. Gender, Number and Headings. Words of any gender used in this Agreement will be held and construed to include any other gender, and words in the singular number will be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and will not be considered in interpreting or construing this Agreement.

I. Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and

there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

J. No Waiver of Immunities. Nothing in this Agreement will be deemed to waive, modify, or amend any legal defense available at law or in equity to the County or the District, or their respective past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Neither the County nor the District waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

K. Entire Agreement. This Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.

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

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TERMS AND CONDITIONS ACCEPTED, this the _____ day of _____, 2016 (the "Effective Date").

COUNTY:

WILLIAMSON COUNTY, a political subdivision of the State of Texas

By: _____
Dan A. Gattis,
Williamson County Judge

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the _____ day of _____, 2016 by Dan A. Gattis, as County Judge of WILLIAMSON COUNTY, a political subdivision of the state of Texas, on behalf of said political subdivision.

NOTARY PUBLIC, State of Texas

ASSOCIATION:

WATER OAK AT SAN GABRIEL
HOMEOWNERS' ASSOCIATION, INC.

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS

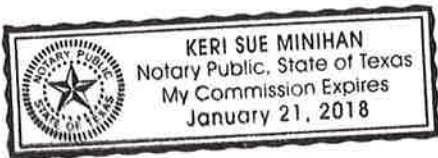
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COUNTY OF BEXAR

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This instrument was acknowledged before me on this the 4th day of February, 2016, by Sandra Johnson, HOA President of WATER OAK AT SAN GABRIEL HOMEOWNERS' ASSOCIATION., a Texas non-profit corporation, on behalf of said non-profit corporation.



Keri Sue Minihan

NOTARY PUBLIC, State of Texas

DISTRICT
WILLIAMSON COUNTY MUD 25, a political subdivision of the State of Texas

By: _____
Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 9th day of February, 2016 by Jason Natho, President of Williamson County MUD 25, a political subdivision of the state of Texas, on behalf of said political subdivision.



Michelle Joy Bryan
NOTARY PUBLIC, State of Texas

EXHIBIT "A"
LICENSED PROPERTY

The portions of all public rights-of-way between the edge of pavement or back of curb to the outer boundary of said rights-of-way within and adjacent to the portion of the Water Oaks Subdivision located within the boundaries of Williamson County MUD 25 as more particularly described on Exhibit "A-1" and depicted on Exhibit "A-2". For reference, the Water Oaks Subdivision is generally depicted on Exhibit "A-3".

EXHIBIT "A-1"
LICENSED PROPERTY

246.7 ACRES
WILLIAMSON COUNTY
MUD NO. 25 - NORTH TRACT

FN. NO. 14-358 (MJR)
SEPTEMBER 14, 2014
BURY NO. R0101399-004

DESCRIPTION

OF 246.7 ACRES OF LAND OUT OF THE ISAAC DONAGAN SURVEY, ABSTRACT NO. 178, SITUATED IN WILLIAMSON COUNTY, TEXAS; BEING COMPRISED OF THE FOLLOWING TRACTS OF LAND: A PORTION OF THE REMAINDER OF THAT CERTAIN 324.00 ACRE TRACT CONVEYED TO LAREDO WO, LTD., BY DEED OF RECORD IN DOCUMENT NO. 2007014278; A PORTION OF THE REMAINDER OF THAT CERTAIN 192.314 ACRE TRACT CONVEYED TO LAREDO WO, LTD., BY DEED OF RECORD IN DOCUMENT NO. 2007014289; ALL OF WATER OAK NORTH, SECTION 1, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2013033404; ALL OF THAT CERTAIN 21.255 ACRE TRACT OF LAND AND THAT CERTAIN 26.673 ACRE TRACT OF LAND CONVEYED TO ABG WATER OAK PARTNERS LTD, BY DEED OF RECORD IN DOCUMENT NO. 2013095985; ALL OF THAT CERTAIN 22.225 ACRE TRACT OF LAND CONVEYED TO ABG WATER OAK PARTNERS LTD, BY DEED OF RECORD IN DOCUMENT NO. 2013080524; AND ALL OF THAT CERTAIN 21.341 ACRE TRACT OF LAND CONVEYED TO ABG WATER OAK PARTNERS LTD, BY DEED OF RECORD IN DOCUMENT NO. 2013080600 ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 246.7 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2-inch iron rod found in the southerly right-of-way line of State Highway 29 (100' R.O.W.), at the northeasterly corner of said Water Oak North, Section 1, being the northwesterly corner of that certain 20.26 acre tract conveyed to Brian Farney, by Deed of record in Document No. 2006090870 of said Official Public Records, for the northeasterly corner hereof;

THENCE, leaving the southerly right-of-way line of SH 29, along the easterly line of said Water Oak North, Section 1, being the westerly and southerly lines of said 20.26 acre tract, for a portion of the irregular easterly line hereof, the following three (3) courses and distances:

- 1) S21°07'39"E, a distance of 1046.26 feet to a 1/2-inch iron rod found at the base of a fence corner post being the southwesterly corner of said 20.26 acre tract for an angle point hereof;
- 2) S88°34'42"E, a distance of 699.50 feet to a 1/2-inch iron rod found for an angle point;
- 3) S88°25'14"E, a distance of 177.79 feet to a 1/2-inch iron rod found at the southeasterly corner of said 20.26 acre tract, being in the westerly line of that certain 22.5562 acre tract conveyed to William Charles Bagwell and wife, Patricia C. Bagwell by deed of record in Volume 2232, Page 578 of said Official Records, and the northeasterly corner of Lot 3, Block C, of said Water Oak North, Section 1 for an angle point hereof;

THENCE, continuing along the easterly line of said Lot 3 and the easterly line of said remainder of 324.00 acre tract, being a portion of the westerly line of said 22.5562 acre tract and a portion of the westerly line of that certain 32.61 acre tract conveyed to William Charles Bagwell and wife, Patricia C. Bagwell, by deed of record in Volume 2438, Page 499 of said Official Public Records, for a portion of the easterly line hereof, the following eleven (11) courses and distances;

- 1) S07°05'31"E, a distance of 396.88 feet to a 1/2-inch iron rod found for an angle point;
- 2) S07°00'59"E, a distance of 140.08 feet to a 1/2-inch iron rod found at the common westerly corner of said Bagwell tracts for an angle point;
- 3) S06°58'42"E, a distance of 347.80 feet to a 1/2-inch iron rod found for an angle point;
- 4) S07°08'33"E, a distance of 120.67 feet to a 1/2-inch iron rod found for an angle point;
- 5) S07°52'32"E, a distance of 201.58 feet to a 1/2-inch iron rod found for an angle point;
- 6) S07°52'24"E, a distance of 161.62 feet to a 1/2-inch iron rod found for an angle point;
- 7) S07°22'37"E, a distance of 172.62 feet to a 1/2-inch iron rod found for an angle point;
- 8) S08°03'47"E, a distance of 149.47 feet to a 1/2-inch iron rod found for an angle point;
- 9) S08°15'27"E, a distance of 319.11 feet to a 1/2-inch iron rod found for an angle point;
- 10) S09°50'24"E, a distance of 216.94 feet to a 1/2-inch iron rod found for an angle point;
- 11) S08°50'33"E, a distance of 106.62 feet to the southeasterly corner hereof;

THENCE, leaving the westerly line of said 32.61 acre tract, over and across said remainder of 324.00 acre tract, for a portion of the southerly line hereof, the following fourteen (14) courses and distances:

- 1) S85°29'19"W, a distance of 449.68 feet to an angle point;
- 2) N83°24'03"W, a distance of 631.05 feet to an angle point;
- 3) N83°30'08"W, a distance of 537.04 feet to an angle point;
- 4) S69°22'53"W, a distance of 73.16 feet to an angle point;

- 5) N70°46'38"W, a distance of 378.89 feet to an angle point;
- 6) N66°34'59"W, a distance of 514.75 feet to an angle point;
- 7) N79°23'25"W, a distance of 202.85 feet to the point of curvature of a non-tangent curve to the right;
- 8) Along said curve, having a radius of 60.09 feet, a central angle of 64°13'48", an arc length of 67.37 feet, and a chord which bears N48°16'31"E, a distance of 63.89 feet to the point of reverse curvature of a curve to the left;
- 9) Along said curve, having a radius of 25.25 feet, a central angle of 56°54'32", an arc length of 25.08 feet, and a chord which bears N51°56'09"E, a distance of 24.06 feet to the end of said curve;
- 10) N28°29'05"E, a distance of 40.45 feet to the point of curvature of a curve to the left;
- 11) Along said curve, having a radius of 172.56 feet, a central angle of 31°47'15", an arc length of 95.73 feet, and a chord which bears N12°10'28"E, a distance of 94.51 feet to the point of tangency of said curve;
- 12) N03°43'00"W, a distance of 218.14 feet to the point of curvature of a curve to the left;
- 13) Along said curve, having a radius of 152.50 feet, a central angle of 25°40'06", an arc length of 68.32 feet, and a chord which bears N16°33'02"W, a distance of 67.75 feet to the point of tangency of said curve;
- 14) N29°23'05"W, a distance of 14.78 feet to the point of curvature of a non-tangent curve to the left in the southerly line of said 21.255 acre tract;

THENCE, along the southerly line of said 21.255 acre tract and said 26.673 acre tract, for a portion of the southerly line hereof, the following seven (7) courses and distances:

- 1) Along said curve, having a radius of 25.00 feet, a central angle of 90°00'00", an arc length of 39.27 feet, and a chord which bears N74°23'31"W, a distance of 35.36 feet to the end of said curve;
- 2) S60°36'55"W, a distance of 246.18 feet to the point of curvature of a curve to the right;
- 3) Along said curve, having a radius of 232.50 feet, a central angle of 15°01'43", an arc length of 60.98 feet, and a chord which bears S68°07'46"W, a distance of 60.81 feet to the end of said curve;
- 4) S06°19'15"E, a distance of 176.09 feet to an angle point;

- 5) S83°40'45"W, a distance of 84.78 feet to an angle point;
- 6) N73°37'51"W, a distance of 287.96 feet to an angle point;
- 7) N83°07'59"W, a distance of 345.83 feet to an angle point;

THENCE, leaving the southerly line of said 26.673 acre tract, over and across said remainder of 192.314 acre tract, for a portion of the southerly line hereof, the following seven (7) courses and distances:

- 1) S34°01'43"W, a distance of 3.02 feet to an angle point;
- 2) N71°24'02"W, a distance of 36.14 feet to an angle point;
- 3) S10°53'40"E, a distance of 49.33 feet to an angle point;
- 4) S34°01'43"W, a distance of 14.18 feet to the beginning of a non-tangent curve to the right;
- 5) Along said curve, having a radius of 775.01 feet, a central angle of 20°17'37", an arc length of 274.50 feet, and a chord which bears S41°39'46"W, a distance of 273.07 feet to the end of said curve;
- 6) S64°08'59"W, a distance of 959.72 feet to an angle point;
- 7) S86°01'11"W, a distance of 882.50 feet to a point in the westerly line of said 192.314 acre tract, being the easterly line of that certain 73.74 acre tract conveyed to Dennis L. Chapman, and wife Karol G. Chapman by deed of record in Document No. 9545414 of said Official Records for the southwesterly corner hereof;

THENCE, along a portion of the easterly line of said 73.74 acre tract, being the westerly line of said 192.314 acre tract, for a portion of the irregular westerly line hereof, the following eight (8) courses and distances:

- 1) N00°15'54"W, a distance of 295.33 feet to a nail found at an angle point;
- 2) N04°32'45"E, a distance of 49.08 feet to a nail found at an angle point;
- 3) N02°05'56"E, a distance of 31.02 feet to a nail found at an angle point;
- 4) N00°04'52"E, a distance of 74.51 feet to a nail found at an angle point;
- 5) N02°25'02"W, a distance of 79.29 feet to a nail found at an angle point;
- 6) N00°29'19"W, a distance of 311.09 feet to a nail found at an angle point;

- 7) N01°10'38"W, a distance of 96.13 feet to a nail found at an angle point;
- 8) N02°08'59"E, a distance of 140.61 feet to a nail found at the southwesterly corner of that certain 106.000 acre tract conveyed to Zamin, L.P. by Deed of record in Document No. 2010065268 of said Official Public Records for the westernmost northwesterly corner hereof;

THENCE, leaving the easterly line of said 73.74 acre tract, along the southerly line of said 106.000 acre tract, for a portion of the irregular westerly line hereof, the following sixteen (16) courses and distances:

- 1) S36°25'52"E, a distance of 145.97 feet to a 1/2-inch iron rod with cap set for an angle point;
- 2) S40°04'40"E, a distance of 159.64 feet to a 1/2-inch iron rod with cap set for an angle point;
- 3) S65°38'47"E, a distance of 83.14 feet to a 1/2-inch iron rod with cap set for an angle point;
- 4) N88°53'22"E, a distance of 622.87 feet to a cotton spindle set for an angle point;
- 5) N69°06'39"E, a distance of 153.64 feet to a cotton spindle set for an angle point;
- 6) N67°02'44"E, a distance of 133.64 feet to a 1/2-inch iron rod with cap set for an angle point;
- 7) S27°21'25"E, a distance of 172.95 feet to a 1/2-inch iron rod with cap set for an angle point;
- 8) S36°36'32"E, a distance of 272.53 feet to a 1/2-inch iron rod with cap set for an angle point;
- 9) S82°53'15"E, a distance of 115.61 feet to a cotton spindle set for an angle point;
- 10) N56°07'11"E, a distance of 186.34 feet to a 1/2-inch iron rod with cap set for an angle point;
- 11) N07°51'19"W, a distance of 67.58 feet to a 1/2-inch iron rod with cap set for an angle point;
- 12) N34°57'21"W, a distance of 1007.97 feet to a 1/2-inch iron rod with cap set for an angle point;
- 13) N55°43'32"E, a distance of 580.05 feet to a 1/2-inch iron rod with cap set for an angle point;
- 14) N32°47'04"W, a distance of 120.64 feet to a 1/2-inch iron rod with cap set for an angle point;

- 15) N56°00'28"E, a distance of 127.25 feet to a 1/2-inch iron rod with cap set at the point of curvature of a non-tangent curve to the right;
- 16) Along said curve, having a radius of 3928.88 feet, a central angle of 10°17'08", an arc length of 705.30 feet, and a chord which bears N61°09'02"E, a distance of 704.36 feet to a cotton spindle set for the northeasterly corner of said 26.673 acre tract, being in the westerly line of said 21.255 acre tract, also being the most easterly corner of said 106.000 acre tract for an angle point hereof;

THENCE, along a portion of the easterly line of said 106.000 acre tract, being the westerly line of said 21.255 acre tract, for a portion of the irregular westerly line hereof, the following three (3) courses and distances:

- 1) N16°22'04"W, a distance of 41.85 feet to a 1/2-inch iron rod found at an angle point;
- 2) S75°51'25"W, a distance of 8.20 feet to a 1/2-inch iron rod found at an angle point;
- 3) N22°47'48"W, a distance of 162.35 feet to a 1/2-inch iron rod found at the southwesterly corner of that certain 4.65 acre tract conveyed to SKKAJG, LLC by Deed of record in Document No. 2007042991 of said Official Public Records for an angle point;

THENCE, N66°58'15"E, leaving the easterly line of said 106.000 acre, along a portion of the northerly line 21.255 acre tract, being a portion of the southerly line of said 4.65 acre tract, for a portion of the irregular westerly line hereof, a distance of 156.15 feet to a 1/2-inch iron rod with cap found at the southeasterly corner of said 4.65 acre tract, in the westerly line of Lot 1, Block G of said Water Oak North Section 1 for an angle point;

THENCE, leaving the northerly line of said 21.255 acre tract, along a portion of the westerly line and northerly line of said Lot 1, Block G, being the southerly line of said 4.65 acre tract, for a portion of the irregular westerly line hereof, the following five (5) courses and distances:

- 1) N40°04'03"W, a distance of 225.44 feet to a 1/2-inch iron rod found, for an angle point;
- 2) N17°01'29"W, a distance of 166.80 feet to a 1/2-inch iron rod with cap found for an angle point;
- 3) N73°11'24"E, a distance of 120.22 feet to a 1/2-inch iron rod found for an angle point;
- 4) S39°54'51"E, a distance of 138.55 feet to a 1/2-inch iron rod found for an angle point;

5) S72°25'16"E, a distance of 16.36 feet to a 1/2-inch iron rod found at the southeasterly corner of said 4.65 acre tract, being the southwesterly corner of that 3.61 acre tract conveyed to William Homeyer and wife, Diane Homeyer, by deed of record in Volume 641, Page 660 of the Deed Records of Williamson County, Texas for an angle point;

THENCE, S74°05'44"E, continuing along the northerly line of said Lot 1, Block G, being the southerly line of said 3.61 acre tract, for a portion of the irregularly westerly line hereof, a distance of 233.21 feet to a 1/2-inch iron rod found at the southerly common corner of said 3.61 acre tract and that certain 3.65 acre tract conveyed to Zion Pets, LLC by deed of record in Document No. 2007000292 of said Official Public Records for an angle point;

THENCE, S89°25'07"E, continuing along the northerly line of said Lot 1, Block G, being the southerly line of said 3.65 acre tract, for a portion of the irregular westerly line hereof, a distance of 226.37 feet to a 1/2-inch iron rod found at the southeasterly corner of said 3.65 acre tract being the southwest corner of Lot 2, Block G of said Water Oak North Section 1 for an angle point;

THENCE, N01°54'09"E, leaving the northerly line of said Lot 1, Block G, along the westerly line of said Lot 2, Block G, for a portion of the irregular westerly line hereof, a distance of 580.44 feet to a 1/2-inch iron rod found at the northeasterly corner of said 3.65 acre tract, being in the southerly right-of-way line of State Highway 29 for the most northerly northwesterly corner hereof;

THENCE, S86°51'22"E, along the southerly right-of-way line of State Highway 29, being a portion of the northerly line of said Water Oak North, Section 1, for northerly line hereof, a distance of 1250.08 feet to the **POINT OF BEGINNING**, and containing 246.7 acres of land, more or less, within these metes and bounds.

BEARING BASIS: THE BASIS OF BEARINGS FOR THIS SURVEY IS THE TEXAS COORDINATE SYSTEM, NAD83(96) CENTRAL ZONE, ESTABLISHED BY NGS OPUS SOLUTION USING CORS STATIONS DF5370, AF9638, DE5999, DF4062, & DE5999.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

BURY-AUS, INC.
221 WEST SIXTH ST.
SUITE 600
AUSTIN, TEXAS 78701

9/16/14
JOHN T. BILNOSKI
R.P.L.S. NO. 4998
STATE OF TEXAS
TBPLS # F-10107500



EXHIBIT "A-2" DEPICTION OF LICENSED PROPERTY

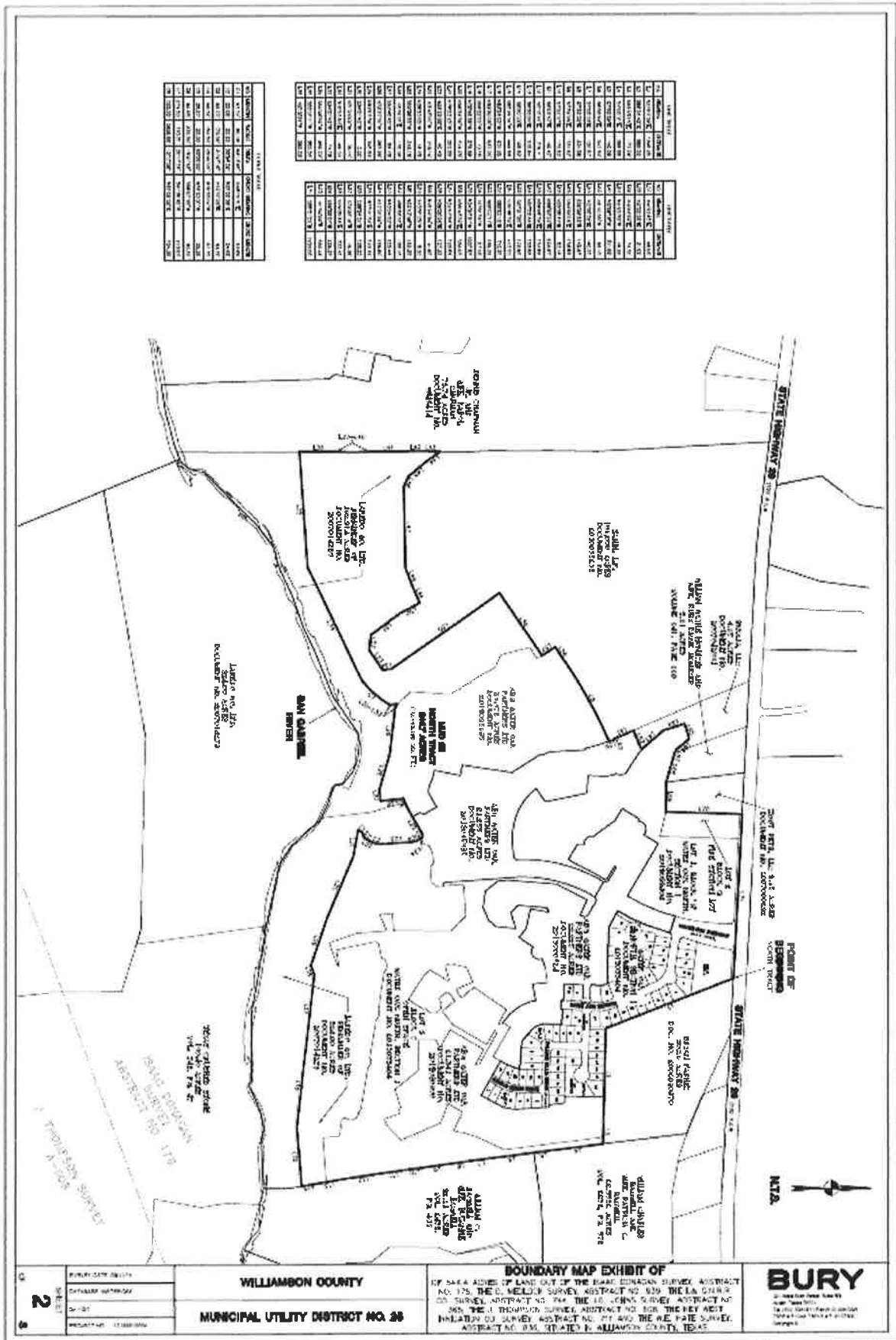


EXHIBIT "A-3"
DEPICTION OF WATER OAK SUBDIVISION

